

THE WESTIN PROVIDENCE

CONTRACT

Today's Date: January 30, 2012

OPENING STATEMENT

The following outlines our understanding of the terms and conditions for the contract between International Field Directors and Technologies and The Westin Providence. For ease of communicating throughout the contract, The Westin Providence will be referred to as "us/we/our," And International Field Directors and Technologies will be referred to as "you/your."

CONTACT INFORMATION

Ms. Joyce Sweeney

International Field Directors and Technologies
Phone: 781-405-5619 (Cell)
Email: jas33@verizon.net

Kate Sullivan, Area Sales Manager

THE WESTIN PROVIDENCE
One West Exchange Street
Providence, RI 02903
Phone: 401-598-8000
Fax: 401-598-8290
Email: kate.sullivan@tpgcompanies.com

International Field Directors and Technologies

DATES BEING HELD BY THE WESTIN PROVIDENCE
May 18, 2013 - May 23, 2013

GUEST ROOM/SUITE BLOCK

Upon acceptance of this Contract, we will remove from our inventory and consider sold to you, for your use, the room nights within the following arrival and departure pattern:

	Sat 05/18/13	Sun 05/19/13	Mon 05/20/13	Tue 05/21/13	Wed 05/22/13
Run of House	50	175	175	175	25

Total Room Nights: 600

SUITE REQUESTS

Should you require any additional suites and/or extensions to your meeting, kindly advise us of your requirements as soon as possible, so we may endeavor to fulfill your specific needs.

PRE/POST DATES

In 2013, the Hotel will be happy to extend the program rates, two days prior and two days after program dates, based upon rate and space availability.

ROOM RATES

We are pleased to confirm special rates for your 2013 meeting as outlined below:

Room	Single Rate	Double Rate
Run of House	\$ 135.00	\$ 135.00

TAXES

Room rates are subject to the following taxes:

- | | |
|----------------------|-------|
| 1) City Tax | 6.0% |
| 2) State Tax | 7.0% |
| Total Occupancy Tax: | 13.0% |

Please note that the above taxes may change without notice

ADDITIONAL CONCESSIONS

Hotel will provide the following additional concessions:

- One complimentary room for every **50** rooms actually used by your guests over your official meeting dates, which will be calculated on a cumulative basis. *Credited towards the Master Account.*
- Eight (8) upgrade at the group rate to one-room Junior Suites arriving May 18, 2013 and departing May 23, 2013, for your special guests.
- One (1) Complimentary Hospitality Suite - Sunday, Monday and Tuesday Evenings
- Complimentary Meeting Room Rental
- Complimentary wireless internet access, In Guest Rooms only.
- Client may use an outside AV Company at No additional charge
- Hotel to HOST (1) One Hour Beer and Wine Reception for up to (200)ppl to INCLUDE (2) Hot and (2) Cold Hors D'oeuvres and (1) Drink Ticket Per Person for Beer or Wine - Unlimited Water and Sodas
- Hotel will Guarantee 2012 Catering Menu pricing for the May 2013 Conference

CHECK-IN/CHECK-OUT TIMES

Check-in time is after 3:00 p.m. Every effort is made to accommodate guests arriving before the check-in time; however, rooms may not be immediately available. Check-out time is before 12:00 noon. Requests to retain rooms beyond that hour should be directed to the Front Desk once the delegate is registered. Should it be possible to extend a late check-out, a late departure charge may be applicable.

RESERVATION PROCEDURES

Upon acceptance of this Contract, your entire guest room block will be removed from our inventory and considered sold to your group.

Individual Reservations:

It is our understanding that your delegates are responsible for making their own individual reservations. Please have your delegates contact our **Central Reservations Center at 1-888-627-8449**. Callers must identify themselves as being with your Group, "International Field Directors and Technologies". Internet users must enter your Group's code to submit request. Requests must be made by **Friday, April 26, 2013** in order to qualify for your group rate. Should you prefer Internet access, please contact your Convention Services Manager and allow 7 days for confirmation of the unique code for your group.

Individuals will be required to guarantee their reservations for late arrival in cash or by use of a major credit card. Cancellation of individual reservations made up to 24 hours prior to arrival will be accepted and the deposit refunded for those rooms for the full night's stay. These canceled rooms will be covered by the attrition or cancellation clause outlined in this Contract. Reservations and deposits received after **Friday, April 26, 2013** or exceeding the contracted room block will be confirmed on a space and rate available basis only.

GUARANTEED AND CANCELLED RESERVATIONS

Delegate reservations must be guaranteed with a valid credit card or advance cash deposit. Authorized reservations can be guaranteed to the Master Account. The value of the deposit required will be the value of the requested first and last night's accommodation. To ensure accommodation availability, reservations and deposits must reach the Hotel at least 30 days prior to arrival.

Guaranteed deposits are refundable if the Hotel receives the notice of cancellation at least 24 hours prior to the date of arrival.

The attendee's credit card will not be charged in advance of arrival. The credit card is used as a guarantee only.

RESERVATIONS DUE DATE

We have established a reservations due date of **Friday, April 26, 2013** for guestroom accommodations. To assist monitoring your pickup, our Conference Services representative will review the room block pickup with you based on the Attrition Policy.

After the reservations due date, all room nights which have not been reserved will be deemed to be room nights which your group will not use and will be returned to the Hotel's general inventory. Based on our remaining guestroom inventory, we will determine whether or not we can offer your group rate to late requests. In order to guarantee any unreserved rooms in your guestroom block after the reservations due date, your group will be responsible for full payment.

PLEDGE TO RELOCATE POLICY

In the unlikely event we are unable to honor all guaranteed reservations for your group (for reasons that are not events of force majeure), then we shall, at our expense, secure comparable accommodations and provide, at our expense, transportation to/from such accommodation and one complimentary telephone call. This shall apply to each day (two nights maximum) during which rooms are not provided and guests must be housed elsewhere. Our General Manager will send a personal letter of apology to each relocated guest upon his or her return to the Westin Providence.

PARKING

Parking is available at the adjacent Rhode Island Convention Center Garage. The hotel parking rates for 2012, are \$28.00 for overnight self-parking (with in/out privileges); and \$28.00 for overnight valet (with in/out privileges). These rates are subject to change.

Bus Parking: Per day, per bus \$100.00

ROOMS ATTRITION

This agreement and the guest room rates negotiated are based on the Group using and paying for the entire number of room nights in the Room Block. International Field Directors & Technologies may reduce total room nights by thirty percent (30%) without obligation or fee (30) thirty days prior to the group cut-off date.

All room nights dropped in excess of the allowed 30% will be charged a fee determined by the original room block less the 30% grace total. The Hotel will make every effort to sell rooms not picked up.

CANCELLATION

If you cancel your event on or prior to the cancellation deadline, you shall pay the Westin Providence a cancellation fee as set forth below and shall have no further liability to the Hotel for the cancellation. To exercise this right of cancellation, the Hotel must receive from you written notice of your cancellation. Your cancellation fee shall be as set forth below, based on the date we receive cancellation notice:

ROOMS:	Cancellation Amount
From signing date to 180 days:	\$5,000.00
From 179 days through 30 days:	20% Total Room Revenue
From 30 days to arrival:	100% Total Room Revenue

MEETING AND FUNCTION ROOM REQUIREMENTS

The following schedule of events indicates our understanding of your requirements and indicates the space that has been allocated to your group. Please review this information carefully, since we cannot guarantee space that has not been specified. Should you foresee any changes or additions to your program, please contact us immediately to assess availability and associated rental costs.

Date	Start Time	End Time	Function	Room	Setup	Agr
5/19/2013	3:00 PM	8:00 PM	Registration	Narragansett Pre-Function	Flow Through	5
5/19/2013	4:00 PM	6:30 PM	Meeting	Bristol	Theatre	50
5/19/2013	4:00 PM	6:30 PM	Meeting	Kent	Theatre	50
5/19/2013	6:00 PM	8:00 PM	Reception	Narragansett A	Cocktail Rounds	200
5/20/2013	7:00 AM	8:00 AM	Continental Breakfast	Narragansett Pre-Function	Flow Through	200
5/20/2013	7:00 AM	5:00 PM	Registration	Narragansett Pre-Function	Flow Through	5
5/20/2013	8:00 AM	10:00 AM	General Session	Narragansett A&B	Theatre	250
5/20/2013	10:00 AM	10:30 AM	Break	Narragansett Pre-Function	Flow Through	200
5/20/2013	10:00 AM	12:00 PM	Breakout	Narragansett A	Theatre	125
5/20/2013	10:00 AM	12:00 PM	Breakout	Narragansett B	Theatre	125
5/20/2013	12:00 PM	1:00 PM	Lunch	Narragansett C	Rounds	200
5/20/2013	1:00 PM	5:00 PM	Breakout	Newport	Theatre	50
5/20/2013	1:00 PM	5:00 PM	Breakout	Washington	Theatre	50
5/20/2013	1:00 PM	5:00 PM	Breakout	Blackstone	Theatre	50
5/20/2013	1:00 PM	5:00 PM	Breakout	South County	Theatre	50
5/20/2013	1:00 PM	5:00 PM	Breakout	Bristol	Theatre	50
5/20/2013	1:00 PM	5:00 PM	Breakout	Kent	Theatre	50
5/20/2013	2:00 PM	2:30 PM	Break	Providence Foyer	Flow Through	200
5/21/2013	7:00 AM	8:00 AM	Continental Breakfast	Providence Foyer	Flow Through	200
5/21/2013	7:00 AM	5:00 PM	Registration	Providence Foyer	Flow Through	5
5/21/2013	8:00 AM	5:00 PM	Breakout	Newport	Theatre	50
5/21/2013	8:00 AM	5:00 PM	Breakout	Washington	Theatre	50
5/21/2013	8:00 AM	5:00 PM	Breakout	Blackstone	Theatre	50
5/21/2013	8:00 AM	5:00 PM	Breakout	South County	Theatre	50
5/21/2013	8:00 AM	5:00 PM	Breakout	Bristol	Theatre	50
5/21/2013	8:00 AM	5:00 PM	Breakout	Kent	Theatre	50
5/21/2013	10:00 AM	10:30 AM	Break	Providence Foyer	Flow Through	200
5/21/2013	12:00 PM	1:00 PM	Lunch	Providence Ballroom	Rounds	200
5/21/2013	2:00 PM	2:30 PM	Break	Providence Foyer	Flow Through	200
5/22/2013	7:00 AM	8:00 AM	Continental Breakfast	Providence Foyer	Flow Through	200
5/22/2013	8:00 AM	10:00 AM	Breakout	Newport	Theatre	50
5/22/2013	8:00 AM	10:00 AM	Breakout	Washington	Theatre	50

5/22/2013	8:00 AM	10:00 AM	Breakout	Blackstone	Theatre	50
5/22/2013	8:00 AM	10:00 AM	Breakout	South County	Theatre	50
5/22/2013	8:00 AM	10:00 AM	Breakout	Bristol	Theatre	50
5/22/2013	8:00 AM	10:00 AM	Breakout	Kent	Theatre	50
5/22/2013	10:00 AM	10:30 AM	Break	Providence Foyer	Flow Through	200
5/22/2013	10:00 AM	12:00 PM	General Session	Providence Ballroom	Theatre	250

Function rooms are assigned according to the number of persons expected to attend, and may be changed by us upon consultation with you, while guaranteeing to meet the requirements of your group.

FINAL AGENDA

A final agenda is due no later than two weeks before the arrival of your first guestroom. A rough draft agenda will be sent four week in advance. Function rooms not assigned at this time will be considered unnecessary and will be released from the function room block.

MEETING ROOM RENTAL

Based on your current guestroom commitment, your banquet functions as outlined and your meeting room requirements, we are pleased to offer your Meeting and Function Space on a Complimentary Basis.

TAXES

Currently, Food and Beverage and service charges are subject to the following taxes:

- 1) City and State Tax 8.0%

Currently, Meeting Room Rental and service charges are subject to the following taxes:

- 1) City and State Tax 7.0%

Currently, Audio/Visual rental and services are subject to the following taxes:

- 1) State Tax 7.0%

Please note that the above taxes may change without notice.

SERVICE CHARGES

A 23% taxable service charge will apply to all set food and beverage functions, room rental and audio/visual and will be posted on to the Master Account.

PROMOTIONAL MATERIALS

The Hotel does not permit anything to be nailed, posted or otherwise attached to its walls. Only pre-authorized signage, promotional material, etc. will be allowed in any lobby areas. Communication of the above requirements to the conference delegates and/or exhibitors is the responsibility of the Meeting/Conference Organizer.

FOOD AND BEVERAGE

a) Please note that Banquet Menu pricing is subject to change. Final Food and Beverage prices will be confirmed up to six months in advance of your scheduled functions. Service charges of 23% are based on pre-tax totals. The tax of 8.0% will be applied to both food and alcoholic beverages, as well as to the service charges.

b) Menu arrangements should be supplied and finalized at least 30 days prior to each function. Should this deadline not be observed, we cannot guarantee menu contents and other necessary arrangements.

c) It is your responsibility to provide the Conference Services representative with the total guaranteed meal covers 72 business hours in advance. It must be understood that we will not assume any responsibility for selling and/or collecting meal tickets.

d) 2012 Menu prices have been guaranteed for the Group's 2013 program as covered under the concession clause on page 2.

FOOD AND BEVERAGE ATTRITION

A minimum of \$ 35,000.00 in Banquet Food and Beverage banquet revenue will be committed for your event(s). This minimum is based on 100% of your event/program's estimated Food and Beverage revenue. This minimum does not include service charges, tax, labor charges, audio/visual, parking or any other miscellaneous charges incurred. Should your revenues appear to be dropping below the minimum revenue listed above, we will be happy to advise you on additional alternatives in Food and Beverage that will bring you back up to the agreed-upon minimum Food and Beverage banquet revenue required.

STORAGE

The Hotel is not responsible for storage of materials. Please ensure that prior arrangements for storage have been made before making any shipment of materials to the Hotel. Arrangements must be made with the Conference Services manager. All materials should be clearly labeled with the function name, function date, function room and Conference Services representative's name.

Materials being delivered to the Hotel must not be delivered prior to the set-up date without approval of the Conference Services manager. Materials delivered two (2) days or more prior to the set-up date and/or stored two (2) or more days after the group's departure date are subject to the following fees:

Long Term Storage	Each	Per Pallet
Box/Crate/Metal Container	\$5.00 per day	\$20.00 per week

Luggage	\$5.00 per day	N/A
Envelope/Package	\$5.00 per day	N/A

Materials delivered on the set-up date must be delivered directly to the meeting floor or assigned storage area and not left in the loading areas. Such displays (i.e. tabletop displays) or products must be removed from the function room daily, unless the room is reserved on a 24-hour basis. In such cases, the Hotel will arrange to have the function room locked. The Hotel will not be responsible for the exhibit, displays and products locked in the function room.

SHIPPING AND RECEIVING

All shipments should be delivered to the hotel no more than 3 Business days prior to your function date. All package handling/storage fees will be charged to your master account. The following rate schedule will apply to all incoming and outgoing packages:

- Letters and Express Boxes \$5.00
- Boxes and Display Crates \$10.00
- Wrapped Pallets \$50.00

➤ **Proper Labeling:**

Please include hotel address:

The Westin Providence
One West Exchange Street
Providence, RI 02903

And Select one of the following:

1. Overnight Guest Packages: Hold for "Guest Name and Arrival Date"
 2. Group Packages: Hold for "Company, Group/Convention Name"
and Group or Convention Dates (Mo/Date/Yr)
and Name of Convention/Catering Manager
- Receiving Hours: Monday-Friday 6am-5pm and Saturday 6:30am-3pm
 - Packages or materials of excessive weight (over 50 lbs.) must be approved by hotel prior to shipping (Additional charges may apply to store and move this material)
 - The Westin reserves the right to refuse any shipments of excess size or weight due to limited storage space. Alternate storage may be arranged in advance at the customer's expense.
 - Please notify your Convention Services or Catering Manager of the number of packages we are to expect.
 - It is also suggested that your on-site manager have tracking numbers for all boxes shipped.

AUDIO/VISUAL

- Client may use an outside AV Company at No additional charge

Our in-house audiovisual company is available to handle all of your equipment needs. VAE is located in The Westin. Your Catering or Convention Services Manager will be able to review your equipment and service needs with you. Should an audiovisual company other than VAE be utilized, a "plug in" fee will be assessed. This fee is \$100.00 per meeting room, per day if our Hotel's in-house sound system is used. Audio visual is subject to a 23% taxable service charge and a 7% state tax.

CONFERENCE SERVICES DEPARTMENT

Upon confirmation of a meeting, a Conference Services representative will be assigned to arrange all the details pertaining to the Group's program. The representative will be available to assist in organizing a successful event.

BILLING ARRANGEMENTS

We understand that the attendees of your group will be responsible for all their own charges, which are room, tax, meals and incidental charges. Individual guest accounts are payable at check out by cash or credit card.

We further understand those additional charges such as coffee breaks, banquets and other services requested by you are to be placed on your Master Account.

MASTER ACCOUNT AUTHORIZATION

Upon receipt of a signed Contract, we would be pleased to discuss the possibility of establishing billing privileges for your group. Please allow at least 60 days for verification of your Direct Bill Application. The form is enclosed for your processing. Once completed, please return with the signed Contract.

If Master Account privileges are established, the Hotel will require a full list of those persons who have Master Account signing privileges, and any expenditure limits.

Delegates not on a Master Account will be required to demonstrate ability to pay upon check-in (credit card or cash pre-payment) and all of their room, taxes and incidental charges are due and payable upon departure.

INTEREST STATEMENT

Payment shall be made upon receipt of the statement. It is agreed that should payment not be made within 30 days of the undisputed amounts, interest charges in the amount of 2.25% per month will be applied to your account. Interest charges are subject to change. If you dispute the validity of any specific charges on the invoice, you must inform us of such dispute within 14 days of the date of the invoice.

Should outstanding statements or invoices not be paid pursuant to the terms of this Contract, and a credit card is used thereafter to settle the account, we then have the right to charge the equivalent of the credit card commission on the statement or invoice.

NON-SMOKING HOTEL

Please note the Westin Providence is a 100% non-smoking hotel.

MITIGATION OF DAMAGES

We will attempt to resell the cancelled guestrooms and function space due to attrition. Should we be successful in selling all the rooms and space at an equivalent rate, there will be no charge. Should we be unable to resell the rooms and function space at an equivalent rate, the schedule as outlined will apply to all unsold guestrooms and function space. We wish to make it perfectly clear that these policies are not designed to generate revenue for us. It is applied only as a means of protection against unrecoverable losses from attrition.

Should the fee resulting from the application of the Attrition Policy be re-invested partially or in its entirety back into the meeting, we will revise the final amount of the liquidated damages accordingly.

FORCE MAJEURE

The performance of this agreement is subject to acts of God, war, government regulation (to INCLUDE: Budget Restrictions and/or Inability to obtain 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 or the other.

INSURANCE

The Hotel and the Group shall obtain and maintain and provide evidence of insurance upon request in amounts sufficient to provide coverage for any liabilities which may reasonably arise out of or result from the respective obligations pursuant to this contract.

INDEMNIFICATION

Each party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the gross negligence or intentional misconduct of such party or its respective officers, directors, employees, agents, contractors, members or participants (as applicable), provided that with respect to officers, directors, employees, and agents, such individuals are acting within the scope of their employment or agency, as applicable.

MISCELLANEOUS PROVISIONS

This Contract is made and will be performed in Providence, Rhode Island, and shall be governed by and construed in accordance with Rhode Island law, excluding its conflict of law rules. By executing this Contract, you consent to the exercise of personal jurisdiction over it by, and venue in, the courts of the State of Rhode Island. Any legal action in connection with this Contract shall be brought and maintained only in the courts of the State of Rhode Island, and only in Providence County. In the event of litigation arising from or associated with this Contract, we agree that the prevailing party shall recover its attorney's fees and any costs incurred.

This Contract is the entire agreement between us, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between us, and may only be supplemented or changed in writing, signed by our representatives. None of our representatives have been or are authorized to make any representation that varies from the express terms of this Contract, though this Contract may be amended or supplemented in writing.

You may not assign this Contract or any of your rights under this Contract without our prior written consent. You further agree that any change in your corporate or business ownership structure, whether by merger, take-over or otherwise, shall not serve to cancel, modify or in any way reduce your obligations under this Contract, and this Contract shall remain in full force and effect with respect to you and any successor entity.

CONSTRUCTION AND REMODELING

Hotel represents and warrants to Client that all of the Hotel shall be in good repair and in comparable or better condition during the Client's program. Hotel represents and warrants to Client that there is no construction or remodeling scheduled during the program in the Hotel, which would cause inconvenience or discomfort to Client's guests, in Client's reasonable judgment, or which would disable or adversely affect the Hotel's fire alarms, safety systems, or elevators.

Hotel shall notify Client, within seven (7) days of becoming aware, of any construction, remodeling, or repairs to be performed in the Hotel within sixty (60) days of the start of the program, up until the program dates. Hotel represents and warrants that any construction, remodeling, or repairs will not interfere in any way with Client's use of Hotel. In the event of such interference, Hotel shall provide, at its sole cost, comparable sleeping accommodations at another hotel, and will provide free transportation to and from the substitute hotel and other convention events as needed.

AMERICAN DISABILITIES ACT (ADA)


Both the Group and the Hotel shall be responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act as defined by law. The Hotel shall provide, to the extent required by the Act, such auxiliary aids and/or services as may be reasonably requested by Group, provided that Group gives reasonable advance written notice to the Hotel of such needs. Group shall be responsible for the cost of any auxiliary aids and services (including engagement of and payment to specialized service providers, such as sign language interpreters), other than those types and quantities typically maintained by the Hotel.

OPTION DATE

To confirm arrangements for this meeting, please sign and return one copy of this Contract prior to **Wednesday, February 27, 2012** with the requested deposits and Credit Application. After this date, if we have not received a signed Contract, we reserve the right to release the space being held for you. Should you have any questions, please call me at 401-598-8171. Thank you once again, for bringing your business to The Westin Providence.

Sincerely,

On behalf of
The Westin Providence:




Signature

Name: Kate Sullivan
Title: Area Sales Manager

8/5/12

Date

On behalf of
International Field Directors and Technologies:




Signature

Name: Ms. Joyce Sweeney
Title: Site Co Chair

2/28/2012

Date



Signature

Name: Gissell Moronta
Title: Area Director of Sales & Marketing

3/8/12

Date

Note: This contract is not considered valid until signed by the Hotel Sales Manager, an authorized signer for the Account and the Hotel's Director of Sales and Marketing.

Written acceptance constitutes a binding contract between The Westin Providence and International Field Directors and Technologies. This document must therefore be signed by a representative authorized to commit such arrangements on behalf of International Field Directors and Technologies Association.