



QUICK CONFIRMATION AGREEMENT
Hilton Orlando
6001 Destination Parkway | Orlando, FL 32819
Thursday, December 19, 2019

This Quick Confirmation Agreement ("Agreement") is by and between China Comfort International Travel Service Co., Ltd ("Group" or "you" or "your(s)"), by its agent, Comfort International M.I.C.E. Service Co., Ltd. and A-R HHC Orlando Convention Hotel, LLC, d/b/a Hilton Orlando, Managed by Hilton Management, LLC (the "Hotel" or "we" or "us" or "our").

| Especially Prepared for: | | Event & Hotel Information: | |
|--------------------------|---|----------------------------|---|
| Group Contact: | Ms. Ma Jie | Name of "Event": | Comfort MICE-Haier/Jan. 5-7, 2020/Orlando |
| Title: | Planner | Date(s) of Event: | January 05, 2020 - January 07, 2020 |
| Company Name: | China Comfort International Travel Service Co., Ltd | Post to Reader Board As: | Comfort MICE-Haier/Jan. 5-7, 2020/Orlando |
| Address: | Room 1510, Ruichen International Center, No. 13 Nongzhanguan South Road | Hotel Contact: | Alicia Clark |
| City, State, Zip: | Chaoyang District, Beijing, China | Title: | Sales Manager |
| Phone: | 86-10-65870579 | Phone: | (407) 313-8434 |
| Email: | majie@cct.cn | Email: | alicia.clark@hilton.com |

Room Block and Rates: Hotel is pleased to confirm the following negotiated group room rates:

| | Sun, 1/05/20 | Mon, 1/06/20 |
|----------------------------|--------------|--------------|
| Standard Guest Rooms | 13 | 13 |
| Standard Guest Rooms-Staff | 1 | 1 |

TOTAL SLEEPING ROOM NIGHTS RESERVED: 28

| Room | Single Rate | Double Rate |
|----------------------------|-------------|-------------|
| Standard Guest Rooms | \$ 214.00 | \$ 239.00 |
| Standard Guest Rooms-Staff | \$166.75 | \$216.75 |

***Single Guest Room Rate includes Daily Individual Breakfast for one (1) person**

****Double Guest Room Rate includes Daily Individual Breakfast for two (2) person(s)**

***** Tax Rate is 12.5% and a Daily Destination Fee of \$2.25 per day will also be added to base guest room rate, please see Appendix 1 for full estimated invoice**

Group room rates as noted in the "Room Block" above are **commissionable** and are quoted **exclusive** of applicable state and local taxes, fees and assessments.

For those attendees that book a room in the official Room Block over the peak Event dates, quoted sleeping room rates will be offered to Group's attendees, based on availability of contracted room type(s), 3 days before and 3 days after the above Event dates.

Summary of Revenue Anticipated by Hotel from this Agreement: For Group's information and guidance, the following chart illustrates the total potential value of Group's Event. The Hotel has offered the negotiated group room rates, meeting room inventory and other concessions in this Agreement based upon the total revenue contracted, as well as additional revenue from providing additional services to Group and Group's attendees at additional charge. Any requests for additional sleeping rooms, meeting rooms, function space and/or food and beverage to be added after Agreement signing will be subject to availability, and agreed upon changes would be confirmed in a written amendment to this Agreement signed by both parties.

| Summary of Revenue Anticipated by Hotel from this Agreement | |
|---|-------------|
| Total Anticipated Sleeping Room Revenue: | \$ 5,897.50 |
| Estimated Total Resort Fees: | \$ 140.00 |
| "Total Anticipated Revenue": | \$ 6,037.50 |

Taxes: Group agrees to pay any and all applicable federal, state, municipal or other taxes, fees, or assessments imposed on or applicable to Group's Event. Currently, the sales tax rate is **6.5%**, and the hotel occupancy tax rate is **6%** additionally a **\$2.00 plus tax** daily destination marketing fee, added to the room rate (subject to change without notice). Hotel will honor any available tax exemptions for which Group qualifies, provided that Group properly completes and timely provides all documentation required by the applicable jurisdiction to substantiate the exemption.



Resort Fees: In addition to the room rate set forth above, there will be a mandatory daily resort charge, currently thirty five dollars (\$35.00) per room, per night, plus tax that will be posted to all guest rooms to cover the following:

Especially for your Group, the \$35 daily resort charge will be discounted to \$5.00 dollars per room, per night, plus tax to cover the following:

- Basic In-room Wi-Fi on unlimited devices
- 15% discount at hotel restaurants and lounge (excludes Tropic's Pool Bar & Grill and banquet events)
- 24-hour access to the fitness center
- Equipment rental for recreational activities
- 10% discount on eforea spa services and merchandise
- 25% discount on poolside cabana rentals
- Unlimited local, toll free & domestic calls
- Two I-Ride Trolley tickets daily (\$10.00 value) – Guest will be able to redeem 2 passes per day from our Lobby Concierge team

Resort charge will be paid by group. Group shall be solely and fully responsible for informing Group's attendees of all applicable daily resort fees and service fees, as such fees are separate and distinct from the sleeping room rate and applicable taxes. The Hotel will endeavor to advise guests who make reservations directly with the Hotel of applicable daily resort fees and service fees.

Additional Concessions: In consideration of the entire value Group's Event will bring to the Hotel, the Hotel is pleased to offer the following additional concessions based on Group's achievement of 90% or greater of the combined Total Anticipated Sleeping Room Revenue and Total Anticipated Food and Beverage Revenue. These concessions are valued at \$890.00. If the actual total sleeping room revenue and the actual total food and beverage revenue for Group's Event materializes at less than 90% of the combined Total Anticipated Sleeping Room Revenue and Total Anticipated Food and Beverage Revenue, the concessions will be *reduced* proportionately at the discretion of the Hotel or, at Group's request, provided and charged to Group's Master Account at retail value, in addition to any performance damages Group may owe related to sleeping room revenue and Food & Beverage revenue, plus applicable Meeting Room Rental Fees. Please advise Group's assigned Event Manager no later than seven (7) days prior to first guest room arrival of Group's decision whether Group prefers to have concessions reduced or if Group wants to retain and pay for the unearned concessions. If Group elects to pay for unearned concessions, Group agrees that Group will pay all applicable labor/union charges, state and local taxes, gratuity and/or service charges on all concessions provided.

| Item | Retail Value per Unit | Units/Quantity | Duration | Total Retail Value | Estimated Savings |
|--|---|----------------|----------------|--------------------|-------------------|
| Up to 100,000 HHonors Meeting Planner Points | ----- | ----- | ----- | ----- | ----- |
| \$5.00 Discounted Resort Charge | \$35/room per night | 28 | Length of Stay | \$980.00 | \$840.00 |
| Discounted Self-Parking | \$24/day discounted to \$12 per day per car | ----- | ----- | ----- | ----- |
| One VIP Amenity; Hotel's Choice for Tour Guide/Planner | \$50.00 | 1 | Upon Arrival | \$50.00 | \$50.00 |

Or Else Clause: These arrangements are being held on a first option basis until **4 PM EST on Friday, December 20, 2019** (the "Option Period"). However, should other business opportunities arise such that Hotel is in a position to confirm immediately, Group will be advised and given 3 days, or until the end of Group's Option Period (whichever is shorter) to confirm this Agreement on a definite basis by returning a signed copy of this Agreement to Hotel. Please note that it is Group's responsibility to notify Hotel if Group needs to request an extension of Group's Option Period. If Hotel does not receive a signed copy of this Agreement by **4 PM EST on Friday, December 20, 2019**, Hotel may, at Hotel's sole option and with no notice required, release this first option, review Hotel's rates, or continue to hold the arrangements.

Should Agreement not be signed by the above agreed upon date, the following contractual conditions will be adjusted and a new contract will be submitted with the revised conditions and Option Date:

1. Room Rate will increase by \$5

Additional Terms and Conditions: By signing where indicated below, Group is agreeing that in addition to the terms and conditions of this Agreement as outlined herein, this Agreement is also comprised of all the general terms and conditions set forth in the Quick Confirmation Agreement – Additional Terms and Conditions (collectively, the "Additional Terms and Conditions") located on the following web site: <http://hiltondistribution.com/quick-confirmation/addlterms.htm>.



Entire Agreement: This Agreement, together with the **Standard Terms and Conditions** (attached hereto and incorporated herein by reference), the above-referenced **Additional Terms and Conditions**, appendices, addenda and exhibits attached hereto (if any), upon signature by both parties below, constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by the parties. This Agreement will become a binding commitment upon signature by both Group and Hotel (even if signed after the Option Period). Hotel will use the Sertifi system for the Hotel to upload the Agreement for eSignature by the parties. If for any reason this Agreement is returned signed by Group but with changes, it shall not constitute an acceptance, but rather a counteroffer by Group that may be accepted or rejected by the Hotel in Hotel's sole discretion.

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:

China Comfort International Travel Service Co., Ltd

By Comfort International M.I.C.E. Service Co., Ltd., its Agent

HOTEL:

A-R HHC Orlando Convention Hotel, LLC

d/b/a Hilton Orlando,

Managed by Hilton Management, LLC

By: Ma Jie CMS
Ms. Ma Jie
Name: Ma Jie
Dated: 2019.12.20

By: _____
Alicia Clark, Sales Manager
Name: _____
Dated: _____

By: _____
Name: _____
Dated: _____



STANDARD TERMS AND CONDITIONS

Method of Reservations: Reservations will be made by: Passkey Rooming List. Group's assigned Event Manager will discuss Group's housing requirements with Group to customize a solution that will provide the most effective method for Group's attendees to book their reservations and for Group's management of the Room Block powered by GroupMax™ housing technology. All published housing information on Group's website or registration materials must be reviewed by the Hotel to ensure rate, date, Cut-Off Date, and Hotel specific information is correct. This link will take Group to a site that discusses Passkey in more detail: <http://www.cvent.com/en/event-management-software/passkey.shtml>.

Cut-Off Date: In order to assign specific room types to Group's attendees, each sleeping room in the Room Block must be confirmed in the manner described below no later than **5:00pm EST on December 23, 2019** (14 days prior to the date of your first arrival). This date will be known as the "Cut-Off Date." After the Cut-Off Date, the Hotel will continue to hold any rooms in Group's Room Block not assigned to a specific attendee for Group if Group guarantees payment of such rooms to the Master Account. If Group has not prepaid such rooms or guaranteed such rooms (but only if Group has established Master Account billing privileges), Group agrees that Hotel may offer unused sleeping rooms held in Group's Room Block to other customers to reduce Hotel's losses. Group agrees that the release of rooms will not affect the enforceability of this Agreement or Group's obligation to pay for unsold rooms in Group's Room Block. Advance payments will be refunded by the Hotel after Group's Event dates if rooms Group paid for in advance were later paid for by Group's attendees. Confirmation of rooms after the Cut-Off Date will only be accepted based on availability of contracted room type(s) and at the Hotel's prevailing rates.

Guest Payment Arrangements: Room, resort fee, daily individual breakfast & tax will be paid charged to Group's Master Account. Incidental charges will be paid by individuals, in which case these charges must be paid in full prior to the guest's departure, with individual credit being established upon check-in. If Group submits a rooming list with reservations that will be paid for by Group, such reservations will be considered guaranteed for the full length of stay unless the reservations are cancelled by Group or the guest no later than **3 days** in advance of arrival. Early departure charges will be applied to Group's Master Account for guests guaranteed by Group's rooming list that depart early.

Individual Guest Deposits/Confirmation: To confirm a sleeping room within the Room Block, the sleeping room must be secured with a valid credit card provided either by Group or the guest attending the Event, along with a first night's deposit refundable up to 3 days in advance of arrival. Checks and major credit cards are acceptable to establish prepayment. All credit cards used to prepay the room deposit may be charged immediately. Should Group secure sleeping rooms on behalf of Group's guests with Group's credit card, Group's attendees may thereafter provide their own credit card information for their own sleeping rooms. Group's advance payments and deposits will either be refunded by Hotel to Group within 30 days after completion of Group's Event if sleeping rooms Group paid for in advance were later paid for by Group's attendees or, at Hotel's election, credited to Group's Master Account. The Hotel will deduct any collected nonrefundable prepayment fees from the amount Group may owe as sleeping room performance damages or cancellation damages (if applicable).

Check-In/Out Time: Currently, the Hotel's check-in time is **3PM**, and check-out time is **11 AM** (subject to change without notice). All guests arriving before **3:00 PM** will be accommodated as rooms become available. Hotel can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

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 (currently equal to one night's room plus 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.

Commission: Hotel will pay a commission of 7% of the applicable group room rate (excluding any taxes, rebates, housing company fees or other subsidy) for each sleeping room night actually occupied and paid for by Group's attendees that was reserved as part of the established Room Block at the negotiated group room rates contained in this Agreement. Commission will be paid to Agent on Record ("Meeting Planner"), unless Hotel receives confirmation in writing signed by both Group and Meeting Planner that commissions are to be paid to some other person or entity. Hotel will make no more than one commission payment of 7%. Payment will be made after receipt by the Hotel of full payment for the Event, but Hotel has no obligation to take any action to collect funds to be paid as commissions. For the avoidance of doubt, no commission payments will be paid to the Meeting Planner for revenue received by Hotel from individual cancellation fees or no-show charges, discounted staff rooms, cancellation damages or sleeping room performance damages. If no third party meeting planner is used, commission will not be paid to the Group. Group (and Group's Meeting Planner if the Meeting Planner is signing the Agreement on Group's behalf) agrees to take full responsibility for determining whether further disclosure of the commission is required and for making such disclosure if it is required.

Event Planner Program: ("Event Planner") is eligible to earn an Event Planner Bonus for a qualifying event. The Event Planner's Hilton Honors Account Number will be provided at a later date. For this Event, Event Planner is eligible to earn one Hilton Honors bonus point for every eligible dollar spent. Eligible revenue will **sleeping room, banquet food and beverage revenue, and meeting room rental revenue** charged to the Master Account up to a maximum of \$100,000 of eligible revenue. Full details and rules regarding the Event Planner Program are available by visiting www.hilton.com. Group agrees to take full responsibility for determining whether further disclosure of the Event Planner Bonus is required and for making such disclosure if it is required. Before the Event Planner Bonus can be issued, an acknowledgment form signed by an authorized representative of the Event Planner's employer must be submitted to Hotel, with such form merely confirming that the employer is aware of the courtesy being provided to the Event Planner, and that the issuance of the courtesy does not violate the employer's policies as of the date of issuance of the Event Planner Bonus. Hotel can provide an acknowledgement form acceptable to Hotel.

Disclosure of Citywide Affiliation: Due to the hotel's close proximity to the Convention Center, much of our business comes from Citywide groups utilizing the Convention Center. It is the responsibility of **China Comfort International Travel Service Co., Ltd** and/or **Comfort International M.I.C.E. Service Co., Ltd.** that is affiliated with a Citywide group to inform **A-R HHC Orlando Convention Hotel, LLC, d/b/a Hilton Orlando, Managed by Hilton Management, LLC** that they have authorization to book outside of the Citywide room block. If at any point **A-R HHC Orlando Convention Hotel, LLC, d/b/a Hilton Orlando, Managed by Hilton Management, LLC** learns that your group is not authorized to block affiliated rooms outside of the Citywide block, we reserve the right to cancel your entire program at no penalty to the hotel. Group cancellation policy will apply.



Porterage: In the event of a group arrival or group departure (10 people or more arriving or departing at a common date and time), a mandatory baggage handling charge of **\$10.00** per person round trip will be posted to the Group's Master Account. This charge includes groups that require pre-registration and pre keyed arrival. Please advise Hotel of a group arrival/departure at least two weeks prior to arrival. These charges will be applicable to the Group and added to each guest folio as an incidental charge on the Group's Master Account. Baggage fees are subject to change without notice.

Master Accounts: Group agrees to the following deposit schedule below and group will also provide credit card for incidentals and any additional expenses that may be incurred:

| DEPOSIT SCHEDULE | | |
|------------------|---|---|
| | Due Date | Amount |
| Initial Deposit | No later than 7 days after receipt of a final signed Agreement from Hotel | See Page 9 for Full Estimated Balance Due including tax & daily destination fee |

No later than 6 days in advance of arrival, Group will either provide Hotel with a valid credit card to which all remaining estimated Master Account charges will be charged on that date, or provide payment of all remaining estimated Master Account charges by company check, certified check, wire transfer or credit card.

Hotel reserves the right to increase the amount of deposits and/or pre-payments should there be a negative change in Group's financial status, even if credit had previously been approved.

If advance payments or deposits are not paid on a timely basis, the Hotel will have the right, at Hotel's option, to consider the Agreement cancelled and Hotel will be entitled to cancellation damages as provided in this Agreement.

If Group is paying by credit card, Hotel requests that Group provide Hotel with Group's credit card information at the time of Group's Event so that Hotel may charge the credit card account at departure. If any charges are disputed, Group must provide an itemized list of disputed charges to Hotel so that Hotel may charge the undisputed charges to the credit card account immediately and the remainder will be charged upon resolution.

If payment of all undisputed charges is not received within thirty (30) days after Group's receipt of the final invoice, a finance charge of 1.5% per month, or the maximum amount allowed by law, whichever is less, will accrue on the unpaid, undisputed amount, commencing on the date of receipt of the final invoice. Group must submit to Hotel an itemized list of any disputed charges within fifteen (15) days of receipt of the final invoice, or else all disputes are waived. If any charges are disputed, all undisputed amounts will be paid within thirty (30) days and the parties agree to work in good faith to resolve the disputed invoiced charges in a timely manner, and Group agree to pay the remainder immediately upon resolution of the dispute.

Sleeping Room Performance Policy: The Total Sleeping Room Nights Reserved under this Agreement will generate **\$5,897.50** in revenue for Hotel ("Total Anticipated Sleeping Room Revenue"). If Group does not use all of the sleeping rooms in Group's Room Block, Group agrees that the Hotel will suffer damages because the Hotel will have lost the opportunity to offer Group's unused rooms to others either individually or as part of another block and the Hotel will incur additional costs in attempting to resell inventory that was already sold to Group. If the Event is held as scheduled, Hotel will not seek performance damages for sleeping rooms if Group achieves a minimum of 90% of the Total 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 90% of the Total 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. All estimated sleeping room 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 Revenue for Group's Event, plus additional revenue that the Hotel anticipates Hotel would receive from providing additional services to the Group and Group's attendees at additional charge. If this Agreement is cancelled by Group, the parties agree that the Hotel will have lost the revenue represented by this Agreement, and also the opportunity to offer Group's unused facilities to others either individually or as part of another block, and Hotel will incur additional costs in attempting to resell inventory that was already sold to Group. The parties agree that since the exact amount of such damages will be difficult to determine, 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 Group cancel Group's Event for any reason other than due to a valid Impossibility occurrence, including changing Group's meeting site to another hotel, Group will pay as liquidated damages to the Hotel a percentage of the Total Anticipated Revenue for Group's 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 Anticipated Revenue | Amount of Cancellation Damages |
|---|---|--------------------------------|
| Cancellation between date of signing and date of arrival: | 90% of Guest Room Commitment | Guest Room \$5,307.75 |

| | |
|-----------------------|------------|
| Guest Room Commitment | \$5,897.50 |
| Resort Fee Commitment | \$140.00 |

Total Anticipated Revenue for this Event is **\$6,037.50**

The parties agree that the sliding scale of damages above is intended to reflect that the closer in time to the date of Group's Event that a cancellation occurs, the less likely it is that Hotel will be able to replace any or all of Group's business with comparable business. Therefore, no analysis of resale or mitigation will be required and damages will be due as set forth below.

Payment of cancellation damages is due within 30 days following Group's written notice of cancellation to Hotel. Hotel may consider Group's notice of cancellation to be invalid and thus may not release accommodations held until payment of the applicable cancellation damages is received; therefore delay in payment may result in higher cancellation damages owed.

Resale: The Hotel agrees to reduce any **performance damages** owed for sleeping rooms by revenue received from unused sleeping rooms that are resold by Hotel. Sleeping rooms will be considered "resold" to the extent that the Hotel sells more sleeping rooms on a night of Group's Event than it would have had available to sell if Group had fully occupied its reserved Room Block. Each room resold will be counted as a room occupied in Group's Room Block. For example, if a hotel has 300 total available rooms, and if a group reserves 100 rooms, that hotel would have 200 rooms available to sell to others before "reselling" an unused room that was part of that group's reserved room block.

If Group owes damages under the Sleeping Room Performance policy, the resold room revenue credit will equal the number of rooms resold multiplied by the Hotel's average daily rate for the applicable day, which amount will be added to the revenue achieved by Group for purposes of calculating the amount of sleeping room performance damages due, if any.

Impossibility: Neither party shall be responsible for failure to perform this Agreement if unanticipated circumstances beyond their control (including, but not limited to: acts of God; government regulation; terrorist attacks in the city in which Hotel is located; or declared war in the United States) make it illegal or impossible for Hotel to hold the Event. The affected party may terminate this Agreement without liability upon providing written notice to the other party within ten (10) days of the occurrence.

Indemnification: Group agrees to indemnify, defend and hold harmless the Hotel, Hotel's owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "**Hotel Indemnified Parties**"), from and against any and all third party claims, losses or damages to persons or property, governmental charges or fines, penalties, and costs (including reasonable attorney's fees) (collectively, "**Claim(s)**"), in any way arising out of or relating to the Event that is the subject of this Agreement but only to the extent any such Claim(s) arise out of the negligence, gross negligence or intentional misconduct of Group's employees, agents, contractors, exhibitors, or attendees. Nothing in this indemnification shall require Group 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.

Hotel agrees to indemnify, defend and hold harmless Group, Group's owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "**Group Indemnified Parties**"), from and against any and all Claims (as such term is defined above) Claim(s) arise out of the negligence, gross negligence or intentional misconduct of Hotel's employees, agents, or contractors. 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.

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.



Insurance: Group agrees to maintain insurance reasonably commensurate with all activities arising from or connected with Group's Event, including, but not limited to, general liability insurance, with limits not less than \$2,000,000 per occurrence, covering personal injury, property damage, and other liability arising from Group's Event. Group further agrees to add Hotel and Hotel's Owner as additional insureds under all applicable policies for Group's Event.

Hotel agrees to maintain general liability insurance with limits not less than \$2,000,000 per occurrence, covering liability for personal injury, property damage, liquor liability, and automobile liability, as well as Workers Compensation insurance per applicable laws and Employers Liability insurance.

Upon written request, each party shall make evidence of coverage available to the other party. For hotels that participate in Hilton's general liability insurance program, proof of Hotel's insurance coverage is satisfied by Hilton's Memorandum of Insurance available at: <http://www.marsh.com/moi?client=0291>. The Hotel can confirm whether the Hotel participates.

Governing Law: The Agreement will be governed by and interpreted pursuant to the laws of the state in which Hotel is located, excluding any laws regarding the choice or conflict of laws.

Dispute Resolution: The parties will use their commercially reasonable efforts to informally and timely resolve any dispute concerning any matter related to this Agreement by presenting the dispute to senior representatives of Hotel and Group for their discussion and possible resolution in the order set forth herein; *provided, however*, that 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. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If within a period of thirty (30) calendar days after submission of a disputed matter in accordance with this clause, the respective senior representatives are unable to agree upon a resolution of such dispute, then the dispute will be resolved by binding arbitration using one arbitrator before JAMS or the American Arbitration Association in the state and city in which the Hotel is located, or the closest available location. The parties further agree that in any arbitration proceeding, they may conduct reasonable discovery pursuant to the arbitration rules, and any arbitration award will be enforceable in State or Federal court.

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 reasonable 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 reasonable attorney's fees incurred in such efforts to collect.



EXHIBIT

MEETING PLANNER BONUS ACKNOWLEDGEMENT FORM

Dear Business Associate,

Hilton values your business and our relationship, which we have worked hard to develop and nurture. We may provide to the Event Planner designated in the sales agreement certain **HHonors bonus points** under the Hilton HHonors "Event Planner Program" in connection with qualifying group events booked at Hilton Family hotels which have agreed as part of the booking contract to award such bonus points to an Event Planner.

While it is our pleasure to extend this opportunity to Event Planners, in this climate of heightened ethical awareness and increased scrutiny of business practices which we read about every day, we believe it is advisable to ask Event Planners receiving HHonors points under the Event Planner Program, to have their supervisor or superior confirm that their acceptance of such bonus points will not violate their organization's code of conduct or similar ethical policies, and that appropriate disclosures have been made.

To help both of us satisfy this requirement, please have your supervisor or superior sign and return the attached acknowledgement form.

We look forward to our continued relationship and hope you embrace and understand the spirit behind this request.

.....
Acknowledgement Card:

Please detach this card and mail or fax to:

Alicia Clark
6001 Destination Parkway
Orlando, FL 32819
Tel: (407) 313-8434
Fax:

Your supervisor may also complete and return this form by email to alicia.clark@hilton.com

Thank you.

Event Planner Acknowledgement Form

On behalf of China Comfort International Travel Service Co., Ltd, I hereby acknowledge that may accept HHonors bonus points under the Hilton Honors Event Planner Bonus Program for booking a qualifying event at the Hilton Orlando for an event known as Comfort MICE-Haier/Jan. 5-7, 2020/Orlando and to be held on or about 1/5/20 - 1/7/20 from Hilton HHonors Worldwide, LLC, and that such acceptance is in compliance with our internal policies.

Ma Jie
Authorized signature*

Manager
Title

Dec 20, 2019
Date

Ma Jie
Print name

832074435
HHonors #

*If returned by email, your supervisor's return email address will suffice as an authorized signature.



| ESTIMATED ROOM CHARGES TO MASTER ACCOUNT | | | | |
|--|-------------------------|----------|----------|------------|
| ROOM TYPE | Total ROOM NIGHTS | RATES | TAX | TOTALS |
| Customers | 26 | \$214.00 | \$695.50 | \$6,259.50 |
| Tour Staff Discounted Rate | 2 | \$166.75 | \$41.69 | \$375.19 |
| Destination Marketing Fee | 28 | \$2.00 | \$7.00 | \$63.00 |
| Resort Service Fee | 28 | \$5.00 | \$17.50 | \$157.50 |
| TOTAL: | 84 | | \$0.00 | \$6,855.19 |

| DATE | AMOUNT | 26% SERVICE CHARGE | 6.5% TAX | TOTALS |
|---------------------------------------|----------|--------------------------|-------------|----------|
| Porterage (14 people total roundtrip) | \$140.00 | Waived | Waived | \$140.00 |
| TOTAL: | | \$0.00 | \$0.00 | \$140.00 |

| | |
|---------------------|-------------------|
| GRAND TOTAL: | \$6,995.19 |
|---------------------|-------------------|





WIRE TRANSFER INSTRUCTIONS

Wells Fargo Bank

Wells Fargo Bank
ATTN: Lisa Harmon, AVP Treasury Services Division
301 South Tryon Street, 7th Floor
Charlotte, NC 28288
P: (704) 383 4795

Bank Name: Wells Fargo Bank
Attn: Lisa Harmon
Account Name: A-R HHC Orlando Convention Hotel, LLC for the
Benefit
of Eurohypo AG New York Branch Mortgagee
Depository Account
Account Number: 2000049239131
ABA - Routing # 121000248
SWIFT/BIC: WFBIUS6S

Hotel Information

Hilton Orlando
6001 Destination Parkway
Orlando, FL 32819
Tel: 407-313-4300
Fax: 407-313-8485
Mr. Fran Kahle – Director of Finance
Direct Line: 407-313-8421

March 1, 2012 16:01 p.m.



由 扫描全能王 扫描创建