



THE RITZ-CARLTON®

GROUP SALES CONTRACT

**The Ritz-Carlton, St.Thomas
6900 Great Bay
Saint Thomas 00802
U.S. Virgin Islands
Phone: 340-775-3333**

**In care of
Carol Cameron
Catering Sales Manager**

**Phone: [REDACTED] / Fax: [REDACTED]
Email: [REDACTED]**

Thursday, September 30, 2010

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement (herein also called "contract") between The Ritz-Carlton, St.Thomas,(herein also called "Hotel" or "our") and:

ORGANIZATION: J. Epstein Virgin Islands Foundation, Inc.

CONTACT: Name: Ms. Judi Nagelberg, President
Agency: Island Meetings & Incentives
Street Address: 6100 Red Hook Quarter, A2-1
City, State/Province: St Thomas, VI
Postal Code: 00802
Phone Number: [REDACTED]
Fax Number: [REDACTED]
E-mail Address: [REDACTED]

herein called "Client", or "You", or "Your". This Contract outlines specific conditions and services provided by Hotel and utilized by Client. J. Epstein Virgin Islands Foundation, Inc. above personally accepts responsibility for all charges arising from this Contract.

NAME OF EVENT: Mindshift
OFFICIAL PROGRAM DATES: January 7-11, 2011
ANTICIPATED ATTENDANCE: 32

GROUP ROOM AND RATE COMMITMENT

The Hotel agrees that it will provide, and J. Epstein Virgin Islands Foundation, Inc. agrees that it will be responsible for utilizing, 48 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

| | OCEAN VIEW |
|--------------|------------|
| FRI, 1/7/11 | 16 |
| SAT, 1/8/11 | 16 |
| SUN, 1/9/11 | 16 |
| MON, 1/10/11 | 16 |

OCEAN VIEW \$599.00

Based upon J. Epstein Virgin Islands Foundation, Inc.'s total program requirements as outlined in this Contract, Hotel confirms the above group rates (net of all taxes). Group Room Rates are subject to applicable state and local taxes (currently 8%) in effect at the time of check in and resort fees outlined in Attachment B.

SPECIAL CONCESSIONS

In consideration of the events listed on the Event Information Agenda and the Guest Room Commitment, Hotel will provide the following special concessions.

- | |
|--|
| <ul style="list-style-type: none"> Reduced Resort Fee from \$58.00 to \$45.00 per room per day. |
|--|

COMMISSION (ROOMS COMMISSIONABLE)

The above rates are commissionable to the agent at 10.0% upon settlement of the Master Account. All commissions are based upon room revenue at the contracted rate.

Agency: Island Meetings & Incentives
 Name: Ms. Judi Nagelberg, President
 Agency: Island Meetings & Incentives
 Street Address: 6100 Red Hook Quarter, A2-1
 City, State/Province: St Thomas, VI 00802

METHOD OF RESERVATIONS - ROOMING LIST

A rooming list will be completed by the Organization and received by the Hotel no later than Tuesday, **November 23, 2010**.

GUARANTEED RESERVATIONS

All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or by J. Epstein Virgin Islands Foundation, Inc.. Hotel will not hold any reservations unless secured by one of the above methods.

CUTOFF DATE

Reservations by attendees must be received on or before **Tuesday, November 23, 2010**. At the Cutoff Date, Hotel will review the reservation pickup for the Event, release the unreserved rooms for general sale, and determine whether it can accept reservations based on a space- and rate-available basis at the J. Epstein Virgin Islands Foundation, Inc. group rate after this date.

Release of rooms for general sale following the Cutoff Date does not affect J. Epstein Virgin Islands Foundation, Inc.'s obligation, as discussed elsewhere in this Contract, to utilize guest rooms.

METHOD OF PAYMENT

25% of food and beverage minimum requirements and guest room revenue (\$24,574.16) is due at signing of contract.
 \$599.00 ocean view + 8% room tax + \$58.00 resort fee per room daily = \$704.92 x 64 room nights = \$45,114.88
 Food and beverage estimated revenue = \$6,464.00

| DEPOSIT TYPE | DUE DATE | AMOUNT DUE |
|-----------------|-----------|-------------|
| INITIAL DEPOSIT | 11-OCT-10 | \$12,814.61 |
| FINAL DEPOSIT | 7-NOV-11 | BALANCE DUE |

Full prepayment of the estimated Master Account charges must be received by November 7, 2011.

A signed credit card authorization form will be required to guarantee payment of any additional charges incurred during the Event.

ADVANCE PAYMENTS

Please remit payments to: The Ritz-Carlton, St. Thomas
 Attn: Sales
 6900 Great Bay
 St. Thomas, VI 00802

If the advance payment is not received, rooms taken out of inventory may be released.

ROOMS ATTRITION

Hotel is relying upon J. Epstein Virgin Islands Foundation, Inc.'s use of the Room Night Commitment. J. Epstein Virgin Islands Foundation, Inc. agrees that a loss will be incurred by Hotel if J. Epstein Virgin Islands Foundation, Inc.'s actual usage is less than **85%** of the Room Night Commitment. Rooms picked up by J. Epstein Virgin Islands Foundation, Inc. outside the Room Night commitment will not count toward the room-block.

If J. Epstein Virgin Islands Foundation, Inc.'s actual usage is less than **85%** of the Room Night Commitment, J. Epstein Virgin Islands Foundation, Inc. agrees to pay, as liquidated damages and not as a penalty, the difference between **85%** of the Room Night Commitment and J. Epstein Virgin Islands Foundation, Inc.'s actual usage, multiplied by the average group room rate.

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by J. Epstein Virgin Islands Foundation, Inc., the Hotel has reserved the function space set forth in Attachment "A" located on the last page(s) of this Contract.

FACILITY FEES

Based on J. Epstein Virgin Islands Foundation, Inc.'s requirements, Hotel's function space fees would be \$4,000.00. Based upon the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda outlined in this Contract, the Hotel will waive these fees.

ADJUSTMENTS TO CONCESSIONS

In the event of reductions in the Room Night Commitment of more than 15%, the Hotel may adjust any concessions previously offered in this Contract, including those concessions offered on a complimentary basis, and may also adjust the Function Space in direct proportion to the reduction in the Room Night Commitment.

FOOD AND BEVERAGE REQUIREMENT

Hotel will confirm the food and beverage prices 90 days prior to J. Epstein Virgin Islands Foundation, Inc.'s arrival date.

FOOD AND BEVERAGE ATTRITION/SPECIFIC FUNCTION CANCELLATION

J. Epstein Virgin Islands Foundation, Inc. has committed to the functions listed below.

| Function Type | # Of Functions | # Of Guests | Average Check | Hotel Revenue Estimate* | Facility Fee |
|--------------------|----------------|-------------|---------------|-------------------------|--------------|
| Light Reception | 1 | 32 | \$52.00 | \$1,664.00 | Waived |
| Dinner | 1 | 32 | \$150.00 | \$4,800.00 | Waived |
| GRAND TOTAL | | | | \$6,464.00 | |

*Hotel Revenue Estimate will be this estimate or the estimate in the Banquet Event Order, whichever is greater.

If any such function is cancelled or there is a reduction of more than 20% in the listed number of covers, J. Epstein Virgin Islands Foundation, Inc. agrees to pay Hotel within thirty (30) days, as follows:

1. Function is cancelled with advance notice of 72 hours or more: 80% of the food and beverage revenue that the hotel reasonably estimates (based on the then-current minimum catering prices and listed number of covers) that it would have received for such function but for the cancellation (the "Hotel Revenue Estimate") and 95% of the Facility Fee.
2. Function is cancelled with advance notice of less than 72 hours: 100% of the Hotel Revenue Estimate for such function.
3. Function attendance is reduced with advance notice of 72 hours or more: 80% of the difference between the Hotel Revenue Estimate for such function and the actual revenue received for such function.
4. Function attendance is reduced with advance notice of less than 72 hours: 100% of the difference between the Hotel Revenue Estimate for such function and the actual revenue received for such function.

Hotel agrees that after receipt of this amount, it will not seek further damages resulting from the cancellation or attrition of such catered functions.

EVENT CANCELLATION

J. Epstein Virgin Islands Foundation, Inc. acknowledges that if it cancels or otherwise essentially abandons its planned use of the Room Night Commitment (a "Cancellation"), this action would constitute a breach of J. Epstein Virgin Islands Foundation, Inc.'s obligation to Hotel and Hotel would be harmed. Because Hotel's harm (and J. Epstein Virgin Islands Foundation, Inc. obligation to compensate Hotel for that harm) is likely to increase if there is a delay in notifying Hotel of any Cancellation, J. Epstein Virgin Islands Foundation, Inc. agrees to notify Hotel, in writing, within five (5) business days of any decision to Cancel. In addition, if a Cancellation occurs, the parties agree that:

- (a) It would be difficult to determine Hotel's actual harm.
- (b) The sooner Hotel receives notice of the Cancellation, the lower its actual harm is likely to be because the probability of mitigating the harm by reselling space and functions is higher.
- (c) The highest dollar amount in the chart (the "Chart") set forth below reasonably estimates Hotel's harm for a last-minute Cancellation and, through its use of a sliding scale that reduces damages for earlier Cancellations, the Chart also reasonably estimates Hotel's ability to lessen its harm by reselling J. Epstein Virgin Islands Foundation, Inc.'s space and functions.

J. Epstein Virgin Islands Foundation, Inc. therefore agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages plus applicable taxes, and not as a penalty, the amount listed in the Chart below.

| DATE OF DECISION TO CANCEL | AMOUNT OF LIQUIDATED DAMAGES DUE |
|--|---|
| date of signing this contract and three (3) months , i.e. [7-OCT-10] date, prior to group arrival eighty percent (80%) of estimated guestroom revenue and eighty percent (80%) of food and beverage revenue will be assessed as liquidated damages. | \$41,006.74 |
| Between three (3) months, [8-OCT-10] date and date of group arrival, [7-JAN-11] date, one-hundred percent (100%) of estimated guestroom revenue and one-hundred percent (100%) of food and beverage revenue will be assessed as a liquidated damages. | \$51,258.42 |

Provided that J. Epstein Virgin Islands Foundation, Inc. timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from J. Epstein Virgin Islands Foundation, Inc. relating to the Cancellation.

IMPOSSIBILITY

The performance of this Contract is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for the Hotel to provide, or for groups in general to use, the Hotel facilities. The ability to terminate this Contract without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.

COMPLIANCE WITH LAW

This Contract is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, and the like. Hotel and J. Epstein Virgin Islands Foundation, Inc. agree to cooperate with each other to ensure compliance with such laws.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations, or deletions, including corrective lining out by either Hotel or J. Epstein Virgin Islands Foundation, Inc., will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

LITIGATION EXPENSES

The parties agree that, in the event litigation relating to this Contract is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

LIQUOR LICENSE

J. Epstein Virgin Islands Foundation, Inc. understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

USE OF OUTSIDE VENDORS

If J. Epstein Virgin Islands Foundation, Inc. wishes to hire outside vendors to provide any goods or services at Hotel during the Event, Hotel may, in its sole discretion, require that such vendor provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification Contract and proof of adequate insurance.

RITZ-CARLTON RIGHTS AND LITERATURE

You expressly recognize and acknowledge that your rights under your contract shall not confer upon you any right in, or the right to use the Hotel's trademarks, the name "Ritz-Carlton", or the lion and crown logo associated with such trademarks. Any use of the name "Ritz-Carlton" for location identification purposes shall only be done with the express prior written consent of the Hotel. You further acknowledge that "Ritz-Carlton" is a federally registered trademark of The Ritz-Carlton Hotel Company, L.L.C. Any printed forms or communication tools pertaining to the Hotel or the use of The Ritz-Carlton logo must have prior approval from the Hotel.

This approval includes print media (newspapers and magazines), broadcast media (radio, television/cable), electronic media (internet, electronic communications), collateral (printed tickets, newsletters) or any other form of advertising or marketing.

PERFORMANCE LICENSES

J. Epstein Virgin Islands Foundation, Inc. will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including, without limitation, music, audio, or video recordings, art, etc.) that J. Epstein Virgin Islands Foundation, Inc. may use or request to be used at the Hotel.

HOTEL POLICIES AND PROCEDURES

Regarding packages, deliveries, subcontractors, third party vendors, audio visual, outdoor entertainment, decorations, code of conduct, etc., J. Epstein Virgin Islands Foundation, Inc. agrees to abide by the Hotel's Policies and Procedures, attached hereto and incorporated herein by this reference as **Attachment B**, as the same may be modified from time to time in the Hotel's reasonable discretion.

ACCEPTANCE

Prior to execution by both parties, this document represents an offer by the Hotel. Unless the Hotel otherwise notifies J. Epstein Virgin Islands Foundation, Inc. at any time prior to J. Epstein Virgin Islands Foundation, Inc.'s execution of this document, the outlined format and dates will be held by the Hotel for J. Epstein Virgin Islands Foundation, Inc. on a first-option basis until **Monday, October 11, 2011**. If J. Epstein Virgin Islands Foundation, Inc. cannot make a commitment prior to that date, the offer will revert to a second option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations. Upon receipt by Hotel of a fully executed version of this Contract prior to **Monday, October 11, 2011**, or upon Hotel's acceptance of a fully executed version of this Contract after such date, it will be placed on a definite basis and will be binding upon Hotel and J. Epstein Virgin Islands Foundation, Inc...

Hotel and J. Epstein Virgin Islands Foundation, Inc. have agreed to and have executed this Contract by their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by J. Epstein Virgin Islands Foundation, Inc.

Name: (Print)

Title: (Print)

Signature:

Date:

Approved and authorized by Hotel:

Name:

Carol Cameron

Title:

Catering Sales Manager

Signature:

Date:

Function Information Agenda/Event Agenda

Attachment "A"

| Date | Start Time | End Time | Description | Setup | Exp | Room | ROOM RENTAL |
|--------------------|------------|----------|---------------|-----------------|-----|-------------------|----------------------|
| Tue, Jan. 11, 2011 | 7:00 PM | 8:00 PM | Reception | Cocktail Rounds | 32 | Great Bay Terrace | \$1,000.00 WAIVED |
| Tue, Jan. 11, 2011 | 8:00 PM | 10:00 PM | Plated Dinner | Banquet Rounds | 32 | Great Bay II | \$1,000.00 WAIVED |

ATTACHMENT "B"

HOTEL POLICIES AND PROCEDURES FOR ALL ORGANIZATIONS ENGAGING IN CATERING AND/OR CONFERENCE SERVICES AT THE RITZ-CARLTON, ST. THOMAS

GUEST ROOM COMMITMENT

Run of House accommodations are controlled solely by the Hotel. The Hotel reserves the right to assign guest rooms at time of check-in based on availability. Run of House does not guarantee any specific room type, percentages of room types, bedding, views or location. Any specific requests from the Organization will be noted and granted only on a space available basis with the written consent of the Hotel.

GROUP ROOM RATES

There will be an additional charge of \$100.00 per day for each additional person over age 12 and/or over two (2) adults in a guestroom. The maximum number of people per guest room is three (3) adults or two (2) adults and two (2) children. A maximum of two (2) children under the age of twelve (12) per room are complimentary. Charges for roll-aways and cribs may apply.

All rates are based upon the European Plan (excluding meals), single or double occupancy and are subject to all applicable taxes at the time of your Event. The current room tax is eight percent (8%) and is subject to change.

SERVICE CHARGES

The following are current service charges for the year 2010. These service charges will be handled by the master account or billed to the guests' individual folios. Please advise your Meeting & Special Events Manager which you prefer and inform your attendees accordingly:

| | |
|--------------------|---|
| Bellman Service: | \$10.00 Round trip for Luggage Handling |
| Room Attendant: | \$4.00 Daily Housekeeping Gratuities |
| Room Deliveries: | \$3.50 per delivery inside the room (if required) – <i>for a food amenity delivery, a 20% service charge will be included</i> |
| | \$1.50 per delivery under the door (if required) |
| Golf Bag Handling: | \$2.50 per bag |

Should satellite check-in be required or should your group arrive/depart by motor coach, the above guest room baggage handling service charges will automatically be posted to the master account or individual guest folios. In the event bell staff service is required for baggage storage, a fee per person will be assessed.

RESORT FEE

In addition to the room rate, there is a fifty-eight dollar (\$58.00) resort fee charged per room / per day. The resort fee covers the following wide variety of additional services and activities provided for your enjoyment:

- Local phone calls
- Internet access
- Valet parking
- Tennis courts and fitness center
- Guided power-walks and runs
- Use of all non-motorized water activities which include snorkeling equipment, Hobie cats, kayaks, paddle boats, and wind surfers.

To ensure your safety Hobie cats, snorkeling & windsurfing require instruction for novices. Private sailing & windsurfing lessons are available for a nominal charge. For those with sailing experience, 15 minute refresher clinics and an inspection "sailing check-out" are offered upon request.

Additional Weekly Activities:

- Water aerobics, one motion studio class per day, 15 minute personal training consultation
- Watercolor demonstration
- Skin consultation
- Resort garden tour
- Culinary demonstration
- Introduction to water sports clinic

FOOD AND BEVERAGE POLICIES

The food and beverage functions for your Event will be subject to service charges and taxes. Currently, the service charges are twenty-two percent (22%) and no sales tax. Service charges are subject to change.

All outdoor venues do not have existing lighting for evening group functions and rental charges will apply based on the amount of lighting required

ALCOHOLIC BEVERAGES/FOOD

It is The Ritz-Carlton, St. Thomas's policy that no alcoholic beverages may be brought into the Hotel for any conference or function. Only food purchased from the Hotel may be used during any conference or function at the Hotel.

MERCHANDISE OR ARTICLES

The Hotel shall not be responsible for damage or loss of any merchandise or articles brought into the Hotel or for any items left unattended. With advance notice, your Meeting & Special Events Manager can assist you in arranging for security officers.

SUBCONTRACTORS POLICY

You agree to have all subcontracted companies (theme companies, decorators, audio-visual companies, production companies, entertainment companies, etc.) abide by all Hotel rules and regulations, as implemented from time to time, and the code of conduct and policies stated herein. The contracted company shall furnish to the Hotel a valid certificate evidencing at least One Million and No/100 Dollars (\$1,000,000.00) of comprehensive general liability coverage prior to the commencement of work or services at the Hotel. You hereby assume all responsibility for any damage to Hotel premises or injuries, which are caused by such companies.

It is understood and agreed that the Hotel premises will be left in a neat and orderly condition, free and clear of debris or display refuse no later than the contracted completion date and time. Based on time and labor, you may incur additional charges for the removal of your materials by the Hotel staff at the close of any Event.

SPECIAL CATERING SERVICES ~ DECORATIONS ~ SIGNAGE

We recommend that all floral arrangements and decorations to be provided stay within the Ritz-Carlton tradition of excellence. In addition, arrangements can be made through your Meeting & Special Events Manager for designing custom menus and special Events.

Decorations or displays brought into the Hotel must be approved by the Hotel prior to arrival. Items may not be attached to any stationary wall, floor, window or ceiling with nails, staples, tape or any other substance in order to prevent damage to the fine fixtures and furnishings.

No signage of any kind is permitted in the lobby or on the public grounds. Signage is to be used outside meeting rooms only, and must not be larger than 27 inches wide and 34 inches high. Flip charts or blackboards are not permitted in any public area of the Hotel.

AUDIO-VISUAL EQUIPMENT

We have available in-house audio-visual equipment for all your audio-visual needs, using state-of-the-art equipment, for a reasonable charge. The Hotel will not be liable for performance, damage, storage, or delivery of any audio-visual equipment brought from outside the Hotel, unless specific arrangements are agreed upon by the Hotel and Organization and documented in writing.

OUTDOOR ENTERTAINMENT

If applicable, all entertainment that is outside of the Hotel must conclude no later than 10:00 p.m. This is in accordance with local ordinances and the respect for our other Hotel guests.

HOSPITALITY SUITES

Groups utilizing hospitality suites on guestroom floors of the Hotel must limit the hours to opening after 10:00 a.m. and closing prior to 10:00 p.m.

For any hospitality suite located on The Ritz-Carlton Club Level, attendance must be limited to groups of no more than 35 people and to guests staying on The Ritz-Carlton Club Level, unless otherwise arranged in advance and approved by the Hotel. Please note that hospitality requests for The Ritz-Carlton Club are discouraged. For groups requiring hospitality hours other than those above, meeting suites are available.

PACKAGES

Packages for meetings may be delivered to the Hotel three (3) working days prior to the date of the Event. Any packages or boxes larger than any combination of five hundred (500) pounds must be stored at a local warehouse and be delivered to the Hotel at the Organization's request with prevailing charges for such service. Delivery of larger shipments must be received at the warehouse one (1) week prior to the function. The following information must be included on all packages to ensure proper delivery: (I) Conference name (II) "Attention: Receiving Department," (III) Meeting & Special Events Manager's name, and (IV) Date of function.

LOADING AND UNLOADING OF EQUIPMENT

Equipment must be loaded and unloaded at the loading dock or at the pre-loading dock in accordance with the Hotel's rules and local ordinances.

ADDITIONAL ENTERTAINMENT POLICIES

1. Equipment and personnel must enter, exit, load and unload equipment through the loading dock and security or as directed by the Hotel.
2. Any change of clothing will take place in the employee locker room, unless other arrangements have been made.
3. Bands must have their equipment set up and must be ready to perform at least one-half hour before the designated starting time. Tardiness will not be tolerated. Tardiness will be subject to a price reduction if the band is late.
4. Musicians are at all times responsible for their equipment. Neither the Hotel nor the entertainment director shall be liable for lost, stolen, misplaced or damaged instruments or equipment.
5. Arrangements can be made in advance with a Meeting & Special Events Manager for meal periods in the employee cafeteria and/or a location for musician breaks at prevailing rates. The "break" schedule is 45 minutes on and 15 minutes off, unless otherwise specified. Bands must arrange to have recorded music playing during their breaks.
6. All functions are private. Please do not bring any guests not performing with your group.
7. All cases of miscellaneous equipment are to be stored under the stage or at other locations - not on stage or in the function rooms.
8. Since your clothing is your responsibility, please see that it is fitted to you properly and is clean and pressed for the performance at the Hotel. Naturally, we want your wardrobe, hair and make-up to reflect the elegance and beauty of the surroundings and add that final touch to the room in which you will be playing. Specific ideas can be discussed individually. As performers, it is to your own advantage to present yourselves at your very best. Your cooperation in this area is greatly appreciated.
9. Designated parking for performers and personnel will be determined prior to the performance and as specified by the Hotel.
10. As professionals, it is important to realize your behavior is an integral part of our entire operation. Please conduct yourselves in the manner in which the Ritz-Carlton has built its tradition of excellence. Our standards are the highest in the industry and you have been selected to help us maintain and improve those standards. We want you to be enthusiastic and positive about this wonderful Hotel. You have a music or entertainment program of which you can be extremely proud, and we ask you to strive to do your best both on stage and off. Please demonstrate to Hotel employees the same care you show yourselves, and above all, treat our guests with the greatest courtesy.

SUBCONTRACTORS CODE OF CONDUCT AND POLICIES

1. All set-up/break-down personnel must report to the Security Office upon entering the hotel to sign in and pick up identification badges. Identification badges must be worn in a conspicuous location at all times while at the hotel.
2. All persons will be required to dress appropriately while in the building. No shorts, cutoffs, logotype tee shirts, sandals or clogs will be allowed. All clothing must be clean and well mended.
3. In the event of a fire alarm, return to the loading dock and exit the Hotel. Do not attempt to determine the source of the alarm or fight the fire. If you discover a fire or smoke, pull the nearest alarm located at each end of hallways and in service areas.
4. The Hotel is a place of business and as such, proper behavior and language will be used. Loud or obscene language, roughhousing and horseplay will not be tolerated.
5. The Hotel employee cafeteria is not for public use. Arrangement through a Meeting & Special Events Manager can be made for a separate eating and break area for your subcontractor's use.

6. The use of any tobacco products (smoking, snuff, chewing tobacco, etc.) will only be allowed in specific designated areas.
7. All performers and personnel must remain in the area designated by the Hotel. Public areas of the Hotel will not be entered into unless so directed by the Hotel. Use only service elevators and "back-of-house" staircases.
8. Production companies who bring equipment via semi-trucks or rental trucks cannot park the vehicle in guest or employee parking lots. Please notify the Hotel of all trucks, which will be necessary, so parking arrangements can be established in advance.
9. Absolutely no alcoholic beverages are to be consumed by subcontractors or other third parties while on the Hotel premises.
10. At all times, please keep in mind that the motto of The Ritz-Carlton Hotel Company L.L.C. is "Ladies and Gentlemen Serving Ladies and Gentlemen". We expect our motto to be practiced not only by all our employees, but also by all visiting workers. Any infraction of these procedures and policies will result in your being escorted off the property and denial of your re-admission.

ATTACHMENT "C"
INVOICE FOR FIRST DEPOSIT



INVOICE

Today's Date: September 30, 2010

Client Name: Ms. Judi Nagelberg
Company: J. EPSTEIN VIRGIN ISLANDS FOUNDATION, INC.
Address: 6100 Red Hook Quarter, A2-1
City/State/Zip Code: St Thomas, VI 00802
Phone: [REDACTED]

Program Name: Mindshift
Group Dates: January 7-11, 2011
Catering Sales Manager: Carol Cameron

Please remit the required initial deposit in the amount of **\$12,814.61**, due on **11-OCT--2010** to the address listed below.

Please remit payment to: The Ritz-Carlton, St. Thomas
Attn: Sales
6900 Great Bay
St. Thomas, VI 00802

The Ritz-Carlton, St. Thomas Federal Tax ID: [REDACTED]

Thank you.