November 11, 2015

Ms. Lesley Groff
Enhanced Education
6100 Red Hook Quarters
Suite B-3
St.Thomas, USVI, 00802

Dear Lesley:

Re: Enhanced Education

Thank you for choosing The Fairmont Waterfront as the site for the Enhanced Education. program scheduled to begin on February 15, 2016 . The space outlined in this contract ("Contract") will be held for your consideration until Monday November 23, 2015, by which time this Contract must be signed and returned to us together with your completed Credit Card Authorization with Initial Deposit to confirm the space on a definitive basis. If we have not received the signed Contract and completed Credit Card Authorization with Initial Deposit by Monday November 23, 2015we reserve the right to release the space and/or rooms being held for you.

For ease of communicating throughout this Contract, The Fairmont Waterfront will be referred to as "Hotel/us/we/our" and the Enhanced Education, will be referred to as "you/your".

MEETING AND FUNCTION ROOM ALLOCATIONS

The following table outlines the meeting and function room space that has been allocated to your group based on our understanding of your requirements. Please review this information carefully, since we cannot guarantee space that has not been outlined.

Date	Time	Event	Function Space	Setup Style	Att.	Room Rent $
02-15-16	08:00-17:00	Meeting	Cheakamus Room	Boardroom	20	350
02-16-16	08:00-17:00	Meeting	Cheakamus Room	Boardroom	20	350
02-17-16	08:00-17:00	Meeting	Cheakamus Room	Boardroom	20	350
02-18-16	08:00-17:00	Meeting	Cheakamus Room	Boardroom	20	350
02-19-16	08:00-17:00	Meeting	Cheakamus Room	Boardroom	20	350

Based on the information outlined above, a total meeting and function room rental charge of $1750.00.00 will apply. A breakdown of this charge is set forth in the table above. If your meeting room requirements increase beyond what we have outlined (assuming that such additional space is available), additional meeting and function room rental may be assessed according to the published Rental Guidelines.

Meeting and function rooms are assigned according to the number of persons expected to attend and may be changed by us, while satisfying the requirements of your group as set forth in this Contract. Function arrangements are due no later than thirty (30) days prior to the scheduled function.

ANTICIPATED BANQUET REVENUE

Attrition – Banquet

Your anticipated banquet revenue (including food and beverage charges and any meeting and function room rental charges) is $$7000.00and shall be referred to herein as the "Anticipated Banquet Revenue Figure." The Anticipated Banquet Revenue Figure does not include service charges / surcharges, taxes, labour charges, audio visual, parking or any other miscellaneous charges incurred. Should your revenues appear to be dropping below the Anticipated Banquet Revenue Figure, we will be happy to advise you of additional alternatives in food and beverage that will bring you back up to the agreed upon Anticipated Banquet Revenue Figure. At the conclusion of your meeting, we will subtract the actual banquet revenue derived from your meeting from the Anticipated Banquet Revenue Figure. Any remaining amount will be posted to your Master Account, plus applicable taxes and service charges / surcharges.

Guarantee

It is your responsibility to advise us of the final number of attendees in writing seventy two (72) hours or three (3) business days prior to your event by noon. The Hotel will prepare and set five (5) percent above the guaranteed number to a maximum of thirty (30) guests, space permitting. In the event that a guarantee has not been received, the number will be based on the previously discussed attendance or the actual number attending, whichever is greater.

ADDITIONAL BANQUET CHARGES

Food and beverage functions that have less than 20 attendees will be charged a mandatory $4 service charge / surcharge per meal function. Please note that 100% of this mandatory service charge / surcharge will be retained by the Hotel and not distributed as a tip or gratuity to Hotel staff. If you or your attendees wish to provide an additional tip to the Hotel's staff, please feel free to do so. The mandatory service charge / surcharge will be posted to your Master Account.

All food and beverage functions are subject to a mandatory 20% service charge / surcharge, of which 16% is a gratuity that is distributed to the Hotel's servers and, as appropriate, other staff, and the remaining 4% is retained (and not distributed as a tip or gratuity to the Hotel's employees) by the Hotel. Depending on the Hotel's location, the service charge / surcharge may be subject to sales or other taxes, which may change from time to time without notice. If you or your attendees wish to provide an additional tip to the Hotel's staff, please feel free to do so. The mandatory service charge / surcharge will be posted to your Master Account.

SOCAN and Re: Sound Fee

Depending on the Hotel's location, the public performance of certain recorded music in conjunction with live events such as receptions, conventions, shows, exhibitions, fairs or other similar event may be subject to certain legally mandated tariffs (which may change from time to time) based on a variety of factors, including the size and capacity of the applicable event space, the event activities, the number of event attendees, or gross ticket sales. To the extent these tariffs apply to your event, the mandatory tariffs will be posted to your Master Account.

All live or taped entertainment/music is subject to SOCAN (Society of Composers, Authors, and Music Publishers of Canada) and Re: Sound (Royalties collected for Public Performance of Sound Recordings). It will be charged as follows plus GST:

Maximum Room Capacity	Without Dancing	With Dancing
1 - 100	$29.81	$59.64
101 - 300	$42.86	$85.80
301 - 500	$89.45	$178.90
Over 500	$126.73	$253.45

You shall be solely and fully responsible for informing your members and attendees of the type and amount of any mandatory fees and charges that will be charged to them and that any such fees and charges are separate and distinct from the room rate and related taxes. You may not, in any printed materials regarding the meeting or in any other manner, lump these fees into any category such as tax or room rate as it shall be your sole responsibility to disclose clearly and conspicuously to attendees, in advance of booking and making reservations for rooms supplied by us, any and all additional hotel fees and charges (and the breakdown of such fees and charges) specified herein. Should any attendee object to paying these fees because of inadequate notice, the fees to which such attendee objects shall be posted to your Master Account.

TAXES

Currently, food and beverage charges, meeting and function room rental, in-house audio/visual service fees and service charges are subject to the following taxes, levies and/or assessments:

1) Food & Non Alcoholic beverages 5%
2) Alcoholic Beverage 10%
3) Service Charges 5%
4) Meeting and Function Room Rental 5%
5) In-House Audio/Visual 12%

Current room taxes, levies and/or assessments include 7% provincial sales tax, 5% Government sales tax and a 10% liquor sales tax. Please note that all of the above taxes, levies and/or assessments may change without notice.

BILLING, MASTER ACCOUNT AND DEPOSIT ARRANGEMENTS

Billing

Though you are responsible for producing the required food and beverage revenues set forth in this Contract. We understand that charges for coffee breaks, banquets and other services

requested by you or the authorized onsite contact identified by you in writing prior to your meeting are to be placed on your Master Account.

Payment

It is our understanding you will be using a Credit Card for payments of your Master Account/Deposit. Shortly you will receive an email with a link to our SecurePay site. Please complete the online form with your payment details and submit prior to **Monday November 23, 2015**. The hotel is no longer able to accept the previously used Credit Card Authorization Form. This ensures compliance with PCI-DSS (Payment Card Industry Data Security Standards.) The SecurePay site is fully-encrypted and PCI compliant to ensure credit card data is communicated securely and efficiently. Pre-payment for your total estimated Master Account will be due prior to your arrival, in accordance with a schedule to be determined by us at our sole discretion. Under such circumstance, failure to remit the appropriate pre-payment on a timely basis will be considered a cancellation by your group and you shall be liable for amounts as described in the cancellation provisions.

Deposit Schedule

Unless you have been approved for credit for the total estimated charges for your meeting (and the approved credit has not been subsequently withdrawn), the deposits outlined in the table below are due as indicated. All deposits are non-refundable. The deposits will be applied to your Master Account for this particular program.

Upon return of signed contract	$1500.00
1 month prior the function	***100***% of estimated Master Account

Any and all deposits may be applied to fees or charges due to cancellation or attrition as outlined in the Contract's Anticipated Banquet Revenue and Cancellation policies.

INTEREST STATEMENT

Payment of any outstanding charges (including any attrition or cancellation charges) on the Master Account shall be made upon receipt of the final invoice. It is agreed that should payment not be made within 30 days of the date of the final invoice, interest charges in the amount of the lower of 1.5% per month, or the highest rate permitted by law, will be applied to your account. Interest charges are subject to change.

CANCELLATION POLICIES

Cancellation

The arrangements as outlined in this Contract are to be protected on a definite basis upon our receipt of this Contract signed by you. Excluding any applicable service charges, the anticipated banquet revenue (including food and beverage charges and any meeting and function room rental charges) is $ (hereinafter the "Anticipated Banquet Revenue Figure"). The Anticipated Banquet Revenue Figure does not include service charges, taxes, labour charges, audio visual, parking or any other miscellaneous charges incurred. In the event that Enhanced Education, cancels the entire program between the execution of this Contract and your function dates, a lost revenue charge calculated in accordance with the chart below, plus applicable taxes and service charges, will be billed to Enhanced Education, which the parties intend as liquidated damages and not as a penalty.

Date of Cancellation	Liquidated Damages*
90-0 Days Prior to Function	100% of Anticipated Banquet Revenue Figure
180-91 Days Prior to Function	75% of Anticipated Banquet Revenue Figure
Date of Mutual Execution of Contract - 181 Days Prior to Function	50% of Anticipated Banquet Revenue Figure

* Plus applicable taxes and service charges

Payment of any cancellation charges owed by you shall be made by you at the time the Contract is canceled.

Neither you nor your attendees may transfer, resell or sublet the rights granted you and/or your attendees (as applicable) under this Contract (or any individual reservation made pursuant to this Contract) to any third party for purposes of satisfying any Anticipated Banquet Revenue Figure or otherwise.

FORCE MAJEURE

If this Contract becomes impossible to perform by either party due to acts of God, war, disaster, strikes, civil disorder, curtailment of transportation facilities that prohibit 25% or more of the meeting attendees from attending your conference or other emergency, this Contract may be terminated for any one or more of such reasons by written notice from one party to the other.

INDEMNIFICATION

You shall indemnify and hold us our parent companies, subsidiaries, affiliates, officers, directors, employees, agents and representatives forever harmless from, and against, any and all personal injury, property damage, loss, liability or claim of liability, expenses, fines and penalties including reasonable legal fees caused by any wrongful or negligent act, failure to disclose, error or omission by you, your contractors, subcontractors, vendors, guests, delegates, agents, attendees or representatives, except to the extent and percentage attributable to the hotel's negligence.

We shall indemnify and hold you, your parent companies, subsidiaries, affiliates, officers,

directors, employees, agents and representatives forever harmless from and against, any and all personal injury, property damage, loss, liability or claim of liability, expenses, fines and penalties including reasonable legal fees caused by any wrongful or negligent act, failure to disclose, error or omission by us, our agents, employees or representatives, except to the extent and percentage attributable to your or your guests', delegates', agents', attendees' or representatives' negligence.

This indemnification provision (together with all other indemnification obligations in this Contract) shall survive the termination or expiration of this Contract.

INSURANCE

Each of us agrees to carry and upon demand to provide to the other evidence of a sufficient amount of insurance to provide coverage for any liabilities arising out of or resulting from our respective obligations pursuant to this Contract. You further agree to provide us with evidence of insurance from any contractor, vendor or service provider retained by you. All insurance required under this Contract shall name us, our owners and FRHI Holdings Limited and its subsidiaries as additional insureds.

To the extent you or your attendees provide any content to us, including brochures, collateral, logos, pictures, videos or music for any reason, including for use in conjunction with, or distribution during, the program, you hereby warrant that you have all rights, permission and licenses necessary to provide such content to us and to display or perform the content used by your group during your program and agree to indemnify and defend us from any claims or liabilities arising out of your or our use of the content.

GROUP CONTENT

To the extent you or your attendees provide any content to us, including brochures, collateral, logos, pictures, videos or music for any reason, including for use in conjunction with, or distribution during, the program, you hereby warrant that you have all rights, permission and licenses necessary to provide such content to us and to display or perform the content used by your group during your program and agree to indemnify and defend us from any claims or liabilities arising out of your or our use of the content.

PRIVACY

To the extent you provide us any information, including your contact information and the contact information of your group and its members and attendees, for any reason, you hereby represent, warrant and covenant that you have obtained all rights, permissions and authorizations necessary, regardless of the point of collection, to (i) provide the information to us and (ii) grant us the right to use or release the information (a) in response to inquiries by you or (b) in conjunction with our performance under this Contract.

CONFERENCE SERVICES AND OUTSIDE CONTRACTORS

We offer all services necessary for a successful meeting. If, however, you find it necessary to use outside services, any companies, firms, agencies, individuals and groups hired by or on behalf of your group (including any requirements or specifications associated with such outside contractor)

shall be subject to our prior review and approval. We reserve the right to charge a fee for any outside services brought into the Hotel. Upon prior reasonable notice to us from you, we shall cooperate with such contractors and provide them access to the premises to the extent that the use and occupancy of the facilities by the contractor does not interfere with the use and enjoyment of the premises by other guests and members of the Hotel.

You will ensure that any contractor retained by you abides by the terms of this Contract and the Fairmont Hotels & Resorts Technology and Audiovisual Production Rules & Service Standards available from your Catering Representative, and you will be fully responsible for his/her/its actions. You agree to provide us with evidence of insurance from any contractor, vendor or service provider retained by you. Such third party shall maintain, at a minimum, Commercial General Liability insurance of at least $2,000,000 per occurrence for injury and/or death and property damage prior to commencing work or services. All insurance required under this Contract shall name us, our owners and FRHI Holdings Limited and its subsidiaries as additional insureds.

OFFICIAL CONTRACTORS

The following companies have been pre-approved by us to provide the identified services at additional charge. Current pricing for these services is available upon request and is subject to change. If your group requires any of their services, you should contact their offices directly.

FedEx
Office # 604-682-2996
Facsimile # 604-682-1431

PSAV- Presentation Services
Office # 604-691-1882
Facsimile # 604-691-1883
E-mail Address: enerlien@psav.com

Microphones, sound equipment, videotape units, and a full range of other audio visual equipment is available on request at additional charge. PSAV as our official audio visual contractor to the Hotel, maintains a fully staffed office in the Hotel. They provide complete audio visual planning services, skilled technicians and state-of-the-art equipment that are responsive to your every need. Additional information, including current pricing, regarding these services and equipment is available through our Catering Representative or by contacting PSAV directly at 604-691-1882.

MISCELLANEOUS PROVISIONS

This Contract is made and will be performed Vancouver, B.C.,, and shall be governed by and construed in accordance with Vancouver, B.C. 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/Province of Vancouver, B.C.. Any legal action in connection with this Contract shall be brought and maintained only in the courts of the State/ Province Vancouver, B.C., and only in Canada. 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. Should collection action become necessary, in the sole discretion of the Hotel, all costs associated with

that collection action, including attorney's fees, will be posted to your Master Account. 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.

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, amalgamation, 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.

BINDING CONTRACT

This Contract shall be a legally binding contract only after it has been signed by a representative of **Enhanced Education** authorized to commit to the arrangements set forth herein on behalf of **Enhanced Education** and thereafter signed by a representative of Hotel. Should you have any questions, please call me at 604-691-1871. We are confident that our facilities will provide you with the ideal site. We are committed to making your function at The Fairmont Waterfront an unforgettable event.

Sincerely,
THE FAIRMONT WATERFRONT On behalf of Enhanced Education

Jean-Roger Girard
Director, Catering & Event Sales
Date: _____

Signature: _____
Lesley Groff
Date: _____

On behalf of the Waterfront Hospitality Inc operating as The Fairmont Waterfront:	
signature	
Name:	Serena Dadon
Title:	Director of Sales & Marketing
Date:	