



The Hub Corporate Headquarters  
2001 Market Street Suite 210  
Philadelphia, PA 19103  
1.877.THEHUB1



## MASTER SERVICES AGREEMENT

### The Hub Commerce Square

This MASTER SERVICES AGREEMENT (this "Agreement") is entered into as of September 8, 2015 (the "Effective Date") by and between The Hub Commerce Square ("The Hub") and The Media Consortium ("Client").

This Agreement memorializes the understandings of the parties related to The Hub's provision of certain services to Client, including providing meeting room space, food and beverage subject to the terms and conditions of this Agreement.

#### 1.0 DEFINITIONS

##### 1.1 ATTENDEES

The number of guests that attend any one Meeting outlined in an Engagement Schedule.

##### 1.2 AUTHORIZED AGENTS

An individual(s) the Client(s) designates as authorized to act on behalf of the Client(s) to make any changes to the Agreement or any one Engagement Schedule or to enter into any one Engagement Schedule, including, without limitation, to enter into an Engagement Schedule or to incur any additional charges pursuant to an Engagement Schedule for which the Client(s) agrees to be responsible.

##### 1.3 ENGAGEMENT SCHEDULE

An Engagement Schedule, substantially in the form of Exhibit A executed by The Hub and Client, or otherwise received by Client from The Hub, will describe the services to be provided by The Hub pursuant to that schedule to or for the benefit of Client, fees for those services, and the other terms and conditions agreed to by the parties and the entirety of which will be deemed part of this Agreement as well as such subsequent Engagement Schedules as the parties may mutually agree. Should the terms of this Agreement and any one Engagement Schedule conflict, this Agreement shall have precedence over the Engagement Schedule.

##### 1.3 MEETING

Anytime Client seeks to reserve meeting space and specified attendant services for an event identified in the Meeting Confirmation and Meeting Specifics.

##### 1.4 MEETING CONFIRMATION

Information listed in Section 1 on any one Engagement Schedule about a particular Meeting.

##### 1.5 MEETING LOCATION

The Hub location where the Meeting will take place.

##### 1.6 MEETING SERVICES

Any services provided by The Hub pursuant to an Engagement Schedule.

##### 1.7 MEETING SPECIFICS

Information contained in Section 2 on any one Engagement Schedule that provides the rooms reserved, and the date and time of the Meeting.

##### 1.8 NON-STANDARD BRANDS

Those brands of alcohol not listed under the Standard Brands on The Hub's Bar Menu.

**1.9 OUTSIDE FOOD AND BEVERAGE**

Any food or beverage that the Client brings in to the Meeting Location that is not provided by or through The Hub.

**1.10 OUTSIDE GOODS OR SERVICES**

Any goods or service that the Client brings in to the Meeting Location that is not provided by or through The Hub.

**1.11 POLICIES AND PROCEDURES**

The Hub's Standard Meeting Policies and Procedures in effect at the time of the Meeting. The current Policies and Procedures are set forth on Exhibit "B" hereto.

**1.12 SALES OR MEETING MANAGER**

The manager identified in the Meeting Confirmation in Section 1 of any one Engagement Schedule.

**1.13 STANDARD BRANDS**

Standard Brands of alcohol listed on The Hub's Bar Menu.

**2.0 PROVISION OF SERVICES**

**2.1 FOOD & BEVERAGE**

The Client will confirm food and beverage selections no later than 10 days in advance of the Meeting or the original food and beverage selections will apply. The Client will confirm Attendees head count no later than 72 hours in advance of the Meeting or minimum Attendees head count pricing will apply.

Food and beverage pricing is based on the minimum revenue requirement for the number of Attendees listed in a particular Engagement Schedule. Food selections may have group size requirements. Groups that fall below the required minimums may be subject to an additional surcharge. Consult your menu and Sales or Meeting Manager for more information.

The Client may not bring in to the Meeting Location any outside Food and Beverage or any Outside Goods or Service that may be available from The Hub, and the Client will be subject to supplemental charges if this section is violated. If the Client brings in to the Meeting Location any Outside Food and Beverage, the Client will be responsible to The Hub for charges equal to the greater of (a) the revenues The Hub estimates it would have received from providing comparable Food and Beverage to the Outside Food and Beverage; or (b) the total amount paid to anyone other than The Hub for the Outside Food and Beverage. Further, if the Client brings in Outside Goods or Services, the Client will be responsible to The Hub for charges equal to the greater of (a) the revenues The Hub estimates it would have received from providing comparable goods or services to the Outside Good and Services; or (b) the total amount paid to anyone other than The Hub for the Outside Goods and Services.

If The Hub authorizes an outside vendor, the outside vendor must complete and abide by the Outside Vendor Standards of Conduct Notice provided by The Hub.

**2.1 POLICIES AND PROCEDURES**

The Client agrees that, in connection with the Meeting, the Client will be subject to the terms of this Agreement, including, without limitation, The Hub's Standard Meeting Policies and Procedures in effect at the time of the Meeting. The current Policies and Procedures are set forth on Exhibit "B" hereto and are incorporated by reference as is set forth in full herein, but are subject to change at The Hub's sole discretion.

**2.2 ATTRITION**

The Client may not, at any time after signing an Engagement Schedule, decrease the original minimum Attendees head count by more than 10% for a Meeting listed on that Engagement Schedule. If the Client decreases the original

minimum Attendees head count by more than 10%, the Client will still be responsible for the charges up to the Anticipated Minimum Revenues in section 2.2 of the Engagement Schedule.

### **2.3 INCREASES IN ATTENDEES**

The Client may increase the number of Attendees listed on an Engagement Schedule, subject to the space availability and The Hub's ability to provide sufficient food and beverage for the increased number of Attendees. The Client will be charged additional amounts for set up and food and beverage on a per capita basis. There may also be additional charges, including, without limitation, a \$150.00 per room reset fee, if the Attendees head count is increased after The Hub has set up the Meeting space and the Meeting space must be reconfigured or reset.

### **2.4 PROGRAM OVERRUN**

If the Meeting, or any part thereof, or use of any of the Meeting Location facility extends beyond the Meeting Specifics set out in the Engagement Schedule, The Hub has the option of terminating the Meeting. If The Hub chooses not to terminate the meeting, the Client will be charged an additional \$150.00 for the first hour past the contracted end time. Should the meeting run more than one hour past the contracted end time, the Client will instead be charged the evening rental rate for all occupied rooms, in addition to all previously agreed upon charges. Additional charges are subject to service charge and sales tax, where applicable.

Access to the contracted space may not be available outside the times delineated in the Meeting Specifics in any one Engagement Schedule. Access outside the contracted times, including but not limited to pre-Meeting setup, may incur an additional rental charge, and is based on availability. For best availability, the Client should alert The Hub staff as early as possible to any access needs outside contracted times.

### **2.5 ALCOHOL PURCHASING**

While The Hub does not hold a liquor license, it does carry insurance so that liquor may be served on the premises. The purchase of alcohol may be handled in either of two ways:

1. The Client may purchase alcohol and have it delivered to the facility. Delivery arrangements must be made in advance with The Hub's Meeting Manager in order to confirm sufficient storage space. The Hub reserves the right to decline deliveries if prior arrangement has not been made.
2. The Hub can purchase alcohol on behalf of the Client. The Hub's Meeting Manager will confirm alcohol selections in advance with the Client. For all beer and wine that appears on The Hub's Bar Menu, the Client will be billed by the individual opened bottle. The Client may request other Non-Standard Brands not listed on the menu, however the Client will be billed for the entire order of the Non-Standard Brands, regardless of consumption. The Client will be billed for the entire hard liquor order, regardless of consumption. The Client may retain purchased unopened bottles after the event, provided they are picked up within twenty-four hours (24) of the event. The Client will be billed for alcohol at cost with no markup.

The Hub requires one TIPS certified bartender per 75 attendees for any event in which alcohol is served, to be hired by The Hub. Additional charges include an alcohol handling fee and a per person Non-alcoholic beverage package, which includes mixers and non-alcoholic beverages.

### **3.0 MULTIPLE RESPONSIBILITY**

If there is more than one Client entering this Agreement for the purpose of engaging The Hub for the purposes of having a Meeting pursuant to any one Engagement Schedule, then each Client expressly agrees that it is responsible for complying with all the terms of this Agreement. Each Client agrees that it is fully and solely responsible for payment of any amounts due to The Hub under this Agreement. If any Client does not pay its pro rata share of the charges in this Agreement, the other Clients are responsible to pay the balance due to The Hub to make up the deficit of the non-paying Client. In the event any one of the Clients attempts to cancel the Agreement or otherwise attempts to modify the terms of the Agreement, it is not binding upon The Hub until all of the Clients have agreed in writing to the cancellation or the modification, and The Hub has accepted any such modification in writing.

Alternatively, the Clients may specify a single Client who has full authority to bind them under the Agreement, but each Client retains full responsibility for all amounts due hereunder, but such authority must be specifically stated on each Engagement Schedule for which such any single Client has full authority to bind all the Clients under this Agreement and the accompanying Engagement Schedule.

**4.0 FORCE MAJEURE**

The performance of this Agreement or any one Engagement Schedule is subject to termination without liability upon occurrence of any circumstance beyond the control of either party - such as acts of God, war, terrorism, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking protection of this clause), civil disorder, curtailment of transportation, or other emergency - to the extent that such circumstance makes it illegal or impossible to provide or use the Meeting Location and attendant services. Either party seeking to terminate this Agreement or any one Engagement Schedule pursuant to this section, must provide, as soon as is practicable and in no event any later than five (5) days after the occurrence, or being on notice of the occurrence, written notice to the other party. Said notice must include the nature of the occurrence and the basis upon which the terminating party believes it renders the Agreement impracticable, impossible, or illegal to perform. The notice should be sent to the other party in accordance with the notice provisions in Exhibit B.

**5.0 AUTHORIZED AGENTS**

The Client designates the following individuals as Authorized Agents. Such Authorized Agents have the authority to enter into and modify this Agreement and any subsequent Engagement Schedule.

Name:

Name:

Email:

Email:

Phone:

Phone:

Any changes to this list of Authorized Agents must be received in writing by The Hub no later than seven (7) days in advance of the Meeting.

**6.0 DISPUTE RESOLUTION**

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. The parties agree to submit to personal jurisdiction in Pennsylvania and any action brought to enforce this Agreement must be brought in a court of competent jurisdiction either in Philadelphia County Court of Common Pleas or in the United States District Court for the Eastern District of Pennsylvania.

**7.0 INDEMNIFICATION AND LIABILITY**

**7.1 MUTUAL INDEMNIFICATION**

Client covenants and agrees to indemnify, defend, and save The Hub, its affiliates and representatives and their respective directors, officers, shareholders, employees, servants, and agents harmless from and against any and all losses, liabilities, damages, costs, and expenses, including reasonable attorneys' fees and disbursements in connection with any and all suits, investigations, claims, or demands resulting from or rising out of any negligent acts and omissions or willful misconduct by Client or Attendees.

The Hub covenants and agrees to indemnify, defend, and save Client, its affiliates and representatives and their respective directors, officers, shareholders, employees, servants, and agents harmless from and against any and all

losses, liabilities, damages, costs, and expenses, including reasonable attorneys' fees and disbursements in connection with any and all suits, investigations, claims, or demands resulting from or rising out of any negligent acts and omissions or willful misconduct by The Hub.

## **7.2 DEFENSE OF CLAIMS**

The Hub shall give reasonable notice to Client of any claim against The Hub for which The Hub seeks to exercise its rights under Section 7.1, provided that failure to give such notice promptly shall not relieve or limit the obligations of Client. The Hub shall have the sole right to retain counsel to represent it in defending against any claim against The Hub, and to make all decisions as to the handling of such defense, including, without limitation, the right to make all decisions to settle the claim against The Hub. The Hub shall contact Client regarding the defense of said claims and make reasonable efforts to minimize Client's liabilities such that both The Hub's and Client's interest are protected.

## **8. MISCELLANEOUS**

### **8.1 SUCCESSORS AND ASSIGNS**

The terms and provisions hereof shall inure to the benefit of, and be binding upon, Client, The Hub, and their respective successors and permitted assigns. Neither party shall assign, delegate, or subcontract this Agreement or any rights or obligations hereunder, or any portion thereof, to any third party without the prior written consent of the other party; provided that nothing in this Agreement shall preclude The Hub from assigning the Agreement to a successor of its business in connection with any merger, consolidation, sale of all or substantially all of such party's assets or equity interest or similar transaction, so long as such successor agrees in writing to perform The Hub's obligation under this Agreement in accordance with its terms. No section of this Agreement is intended to confer upon any Person, other than the parties, any rights or remedies hereunder.

### **8.2 SEVERABILITY**

Should any part or provision of this Agreement be held unenforceable or in conflict with applicable law, the invalid or unenforceable part or provision shall, provided that it does not go to the essence of this Agreement, be replaced with a revision which accomplishes, to the extent possible, the original commercial purpose of such part or provision in a valid and enforceable manner, and the balance of this Agreement shall remain in full force and effect, and binding upon the parties hereto.

### **8.3 ENTIRE AGREEMENT**

This Agreement (including Exhibits "A" and "B", any subsequent executed Engagement Schedules and all Banquet Event orders (BEO)) constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, arrangements, dealings, or writings between the parties. The terms and provisions of this Agreement may only be modified or amended, or any of the provisions hereof waived, temporarily or permanently, in a writing executed and delivered by the parties hereto. No delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof.

### **8.4 WAIVER**

No waiver of a breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provision hereof (whether or not similar).

### **8.5 COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same instrument. This Agreement may be delivered by facsimile transmission and receipt of facsimile copy of any party's signature shall be considered to be receipt of an original copy

thereof; provided that any party executing this Agreement, provided an originally executed counterpart of this Agreement to the other parties.

IN WITNESS WHEREOF, each of the parties by their authorized representatives have executed this Agreement as of the date first above written.

CLIENT:

THE HUB REPRESENTATIVE:

By:

**E-Signed** : 09/10/2015 01:52 PM EDT  
*Mitchell Grammon*  
joellen@themediaconsortium.com  
IP: 4.35.167.18  
**Sertifi Electronic Signature**  
DocID: 20150908113416437

By:

**E-Signed** : 09/10/2015 02:31 PM EDT  
*Hannah Guthrie*  
hguthrie@thehub.com  
IP: 38.122.22.202  
**Sertifi Electronic Signature**  
DocID: 20150908113416437

Name:

Name:

Title:

Title:

Date: **09/10/2015**

Date: **09/10/2015**

Thank you for selecting The Hub for your event.  
We appreciate your business and look forward to serving you.

## EXHIBIT A ENGAGEMENT SCHEDULE The Hub Commerce Square

Whereas, The Hub Commerce Square is in the business of providing meeting space and attendant services; and Client seeks to reserve meeting space and specified attendant services for the event identified in the **Meeting Confirmation** and **Meeting Specifics** below (the "Meeting").

### 1. MEETING CONFIRMATION

<b>Meeting Location</b>	The Hub Commerce Square	<b>Meeting Location Address</b>	2001 Market Street Suite 210 Philadelphia, PA 19103
<b>Client Organization</b>	The Media Consortium		
<b>Meeting Name</b>	The Media Consortium HCS	<b>Arrival Date</b>	Wednesday, February 17, 2016
<b>Booking Code</b>	PHL-HCS-006038	<b>Departure Date</b>	Saturday, February 20, 2016

<b>Client Contact</b>	Jo Ellen Kaiser	<b>Sales Contact</b>	Hannah Guthrie
<b>Title</b>		<b>Title</b>	Sales Support Manager
<b>Phone</b>	(415) 878-3862	<b>Phone</b>	(267) 519-5264
<b>Fax</b>		<b>Fax</b>	
<b>Email</b>	joellen@themediaconsortium.com	<b>Email</b>	hguthrie@thehub.com
<b>Client Contact Mailing Address</b>	222 Sutter St Ste 600 San Francisco, California 94108	<b>The Hub Accounts Payable Mailing Address</b>	The Hub Commerce Square 2001 Market Street Suite 210 Philadelphia, PA 19103

The following services are included in the rental rate for the room(s) designated in the **Meeting/Event Specifics** above, and are available **upon request**:

Wireless internet connectivity	<b>INCLUDED</b>
One LCD projector & screen or plasma television per enclosed room *	<b>INCLUDED</b>
Desk telephone with speaker in each meeting room	<b>INCLUDED</b>
Unlimited local and domestic long distance telephone calling	<b>INCLUDED</b>
Whiteboard	<b>INCLUDED</b>
One writing easel with flip chart & Markers *	<b>INCLUDED</b>
10 black & white single sided or 5 double sided copies	<b>INCLUDED</b>
On-site technology and business service support	<b>INCLUDED</b>

\*Not Included in Huddle Rooms (Zulu, Helix & Pod at The Hub Cira Centre)

### 2. MEETING SPECIFICS

The Hub Commerce Square reserves the right to change the room specified in the meeting specifics grid to a comparable room in the same meeting location.

MEETING ROOMS & EVENT TIMES RESERVED					
DATE	TIME	EVENT TYPE	ROOM	SET UP	ATTENDANCE
Wed., 02/17/16	9:00 AM - 5:00 PM	Full Day Beverage Package	Cafe		50



Wed., 02/17/16	9:00 AM - 5:00 PM	Meeting	Apollo	Auditorium	50
Thu., 02/18/16	9:00 AM - 5:00 PM	Breakout	Kyoto	Conference	25
Thu., 02/18/16	9:00 AM - 5:00 PM	Full Day Beverage Package	Cafe		100
Thu., 02/18/16	9:00 AM - 5:00 PM	Breakout	Yalta	Conference	25
Thu., 02/18/16	9:00 AM - 5:00 PM	Meeting	Apollo	Auditorium	100
Thu., 02/18/16	9:00 AM - 5:00 PM	Dining Room	Grow	Rounds of 10	100
Thu., 02/18/16	12:00 PM - 1:00 PM	Lunch Buffet	Grow	Buffet	75
Fri., 02/19/16	9:00 AM - 5:00 PM	Meeting	Apollo	Auditorium	100
Fri., 02/19/16	9:00 AM - 5:00 PM	Breakout	Yalta	Conference	10
Fri., 02/19/16	9:00 AM - 5:00 PM	Breakout	Kyoto	Conference	10
Fri., 02/19/16	9:00 AM - 5:00 PM	Full Day Beverage Package	Cafe		100
Fri., 02/19/16	9:00 AM - 5:00 PM	Dining Room	Grow	Rounds of 10	100
Fri., 02/19/16	12:00 PM - 1:00 PM	Lunch Buffet	Grow	Buffet	75
Sat., 02/20/16	9:00 AM - 5:00 PM	Full Day Beverage Package	Cafe		70
Sat., 02/20/16	9:00 AM - 5:00 PM	Meeting	Apollo	Auditorium	70
Sat., 02/20/16	9:00 AM - 5:00 PM	Breakout	Grow	Conference	10

DATE	EVENT TYPE	ROOM	SETUP	TIME	ITEMS CHARGED	QTY	PRICE	TOTAL
Wed., 02/17/16	Full Day Beverage Package	Cafe		9:00 AM - 5:00 PM	The Hub Café - Full Day Service	50	\$14.00	\$700.00
Wed., 02/17/16	Meeting	Apollo	Auditorium	9:00 AM - 5:00 PM	Room Rental HCS	1	\$1,500.00	\$1,200.00 *Discounted
Thu., 02/18/16	Full Day Beverage Package	Cafe		9:00 AM - 5:00 PM	The Hub Café - Full Day Service	100	\$14.00	\$1,400.00
Thu., 02/18/16	Breakout	Yalta	Conference	9:00 AM - 5:00 PM	Room Rental HCS	1	\$1,025.00	\$512.50 *Discounted
Thu., 02/18/16	Breakout	Kyoto	Conference	9:00 AM - 5:00 PM	Room Rental HCS	1	\$1,025.00	\$512.50 *Discounted
Thu., 02/18/16	Dining Room	Grow	Rounds of 10	9:00 AM - 5:00 PM	Room Rental HCS	1	\$1,500.00	Complimentary
Thu., 02/18/16	Meeting	Apollo	Auditorium	9:00 AM - 5:00 PM	Room Rental HCS	1	\$1,500.00	\$1,200.00 *Discounted
Thu., 02/18/16	Lunch Buffet	Grow	Buffet	12:00 PM - 1:00 PM	Brûlée Bistro Deluxe Sandwich Buffet	75	\$25.00	\$1,875.00
Fri., 02/19/16	Full Day Beverage Package	Cafe		9:00 AM - 5:00 PM	The Hub Café - Full Day Service	100	\$14.00	\$1,400.00
Fri., 02/19/16	Breakout	Yalta	Conference	9:00 AM - 5:00 PM	Room Rental HCS	1	\$1,025.00	\$512.50 *Discounted
Fri., 02/19/16	Breakout	Kyoto	Conference	9:00 AM - 5:00 PM	Room Rental HCS	1	\$1,025.00	\$512.50 *Discounted
Fri., 02/19/16	Dining Room	Grow	Rounds of 10	9:00 AM - 5:00 PM	Room Rental HCS	1	\$1,500.00	Complimentary
Fri., 02/19/16	Meeting	Apollo	Auditorium	9:00 AM - 5:00 PM	Room Rental HCS	1	\$1,500.00	\$1,200.00 *Discounted
Fri., 02/19/16	Lunch Buffet	Grow	Buffet	12:00 PM - 1:00 PM	Brûlée Bistro Deluxe Sandwich Buffet	75	\$25.00	\$1,875.00
Sat., 02/20/16	Full Day Beverage Package	Cafe		9:00 AM - 5:00 PM	The Hub Café - Full Day Service	70	\$14.00	\$980.00



Sat., 02/20/16	Breakout	Grow	Conference	9:00 AM - 5:00 PM	Room Rental HCS	1	\$1,500.00	*Discounted
Sat., 02/20/16	Meeting	Apollo	Auditorium	9:00 AM - 5:00 PM	Room Rental HCS	1	\$1,500.00	\$1,200.00 *Discounted
<b>TOTALS</b>								
<b>SUBTOTAL ROOM RENTAL</b>								<b>\$6,850.00</b>
<b>SUBTOTAL FOOD</b>								<b>\$8,230.00</b>
<b>SUBTOTAL SERVICE CHARGE</b>								<b>\$1,810.60</b>
<b>SUBTOTAL SALES TAX</b>								<b>\$1,351.25</b>
<b>GRAND TOTAL</b>								<b>\$18,241.85</b>

\*Please see The Hub's Menu for Item descriptions and details.

The pricing outlined above is valid until the close of business on 09/15/2015, at which time this Agreement is due. If the signed Agreement is not received by the close of business on 09/15/2015, The Hub may release the Client's hold on this space.

## 2.2 ANTICIPATED MINIMUM REVENUES

Based upon the agreed guaranteed minimum number of Attendees ("Attendee(s) includes anyone who enters the Meeting Location to attend or participate in the Meeting, or as a guest of Client) and reserved function space, the parties expect that a minimum charge of **\$8,230.00** for food and beverage. The Hub is anticipating a total minimum revenue of **\$15,080.00** for Room Rental, set-up, and Food and Beverage will be incurred in connection with the Meeting ("Anticipated Minimum Revenues"). If the final Attendees count provided to The Hub is below the guaranteed minimum number of Attendees set forth above, Client will still be responsible for paying the charges for the guaranteed minimum, however, the cancellation will be recalculated to allow for the Attrition outlined in Section 2.2 of the Master Services Agreement.

## 2.3 FOOD & BEVERAGE AND PROVISION OF SERVICES

The Client will confirm food and beverage selections no later than 10 days in advance of the Meeting, specifically by **02/02/2016** or the original food and beverage selections will apply.

The Client will confirm Attendees head count no later than 72 hours in advance of the Meeting, specifically by **02/11/2016** or minimum Attendees head count pricing will apply.

## 3.1 METHOD OF PAYMENT

The Client may pay by check, electronic funds transfer, or credit card. The Hub accepts American Express, Visa, MasterCard, Discover, and Diners Club. Checks should be made payable to "The Hub, LLC."

Checks should be mailed to: ATTN: Accounts Payable: The Hub Commerce Square, 2001 Market Street, Suite 210 19103

## 3.2 PAYMENT SCHEDULE

### 3.2.1 DEPOSIT

The following deposits are due based on the schedule below:

Deposit Name	Due Date	Amount
Deposit 1	09/15/2015	\$9,120.92
Deposit 2	02/12/2016	\$9,120.93

### 3.2.2 BALANCE

The remaining balance is due 3 business days before Meeting if not specified. If the remaining balance has not been received by the due date, The Hub reserves the right to restrict entry to the Meeting Location until the

balance has been paid.

**3.2.3 ON SITE CHARGES**

The Client is required to place a credit card on file. Any additional charges incurred in connection to the Meeting, including but not limited to alcohol consumption, will be charged to the card on file.

**3.2.4 LATE FEES**

A balance that is outstanding twenty-one (21) days after the due dates as described in Section 3 is subject to a late payment fee of 2.4% of the final bill, excluding tax, every thirty (30) days, prorated. Providing credit card information authorizes The Hub to process payments on accounts exceeding twenty-one (21) days past due.

**3.2.5 TAX EXEMPTION**

Tax Exempt Groups may be eligible to exemption from state sales tax upon presentation of a valid state or federal tax exemption certificate.

**3.3 CANCELLATION SCHEDULE**

If the Client cancels the Meeting after execution of this Agreement, the following fees will apply:

- 25% of Anticipated Minimum Revenues: \$3,770.00 91 - 120 days before start of Meeting
- 50% of Anticipated Minimum Revenues: \$7,540.00 61 - 90 days before start of Meeting
- 75% of Anticipated Minimum Revenues: \$11,310.00 31 - 60 days before start of Meeting
- 100% of Anticipated Minimum Revenues: \$15,080.00 0 - 30 days before start of Meeting

**If the Client reschedules or moves the Meeting after execution of this Agreement, the Meeting will be treated as a cancellation.**

**3.4 RECEIPT OF CANCELLATION**

Cancellation of the Meeting by the Client is effective upon receipt by The Hub at the Meeting Location in a manner set forth in the Notice provision in Exhibit B.

IN WITNESS WHEREOF, each of the parties by their authorized representatives have executed this Agreement as of the date first above written.

CLIENT:

THE HUB REPRESENTATIVE:

By:

*Mitchell Grummon*  
joellen@themediaconsortium.com

By:

*Hannah Guthrie*  
hguthrie@thehub.com

Name:

Name:

Title:

Title:

Date: **09/10/2015**

Date: **09/10/2015**

## **EXHIBIT B**

### **THE HUB MEETING SERVICES POLICIES AND PROCEDURES**

These Meeting Services Policies and Procedures apply to any Meeting held at any of The Hub Meeting Locations and are subject to change at The Hub's sole discretion.

#### **1. HANDLING OF PACKAGES**

##### **1.1 INCOMING PACKAGES**

Unless other arrangements are made and confirmed in writing in advance by The Hub, incoming packages, supplies, or other materials ("Package(s)") for the Meeting should arrive at the Meeting Location no more than three (3) days in advance of the Meeting. Packages for the Meeting should be sent to the Meeting Location, addressed to the Client's designated contact at The Hub, and should state on the outside of the Packages both the Meeting Name and Meeting date. If more than one Package is sent to the Meeting Location, please specify the number of Packages sent to the Meeting Location as follows: "Package 1 of 5," "Package 2 of 5," et cetera.

##### **1.2 HANDLING CHARGES FOR INCOMING PACKAGES**

The Hub will charge, as handling, \$3.00 per Package received or sent, provided the Package does not weigh more than 50 lbs. If any Package is delivered to the incorrect location of The Hub (one other than the Meeting Location), there will be additional charges for transferring each Package to the Meeting Location. Such charges will depend on the size, weight, number, and other traits of the specific Packages. However, The Hub cannot guarantee that it will be able to arrange for the transfer of any Packages to the Meeting Location, if the Packages are delivered to another location.

##### **1.3 OUTGOING PACKAGES**

All outgoing Packages which the Client wishes to send from the Meeting Location must be labeled with the Client's carrier account information and must be shipped from the Meeting Location no later than 12 hours after the conclusion of the Meeting. The Client may not store Packages any longer than 12 hours, unless arrangement are made and confirmed in writing in advance by The Hub. There will be additional charges associated with storage of any Packages. Such charges will depend on the size, weight, number, and other traits of the specific Packages.

##### **1.4 PACKAGES OVER 50 POUNDS**

The Hub will only accept receipt of or arrange to ship Packages weighing no more than 50 lbs. each. The Hub can assist the Client in making arrangements through a carrier for handling any Packages weighing more than 50 lbs. each. In addition to any carrier charges, which are the responsibility of the Client, The Hub charges a handling fee of \$150.00 for the handling of up to five Packages weighing more than 50 lbs. each that are sent from or received at the Meeting Location.

##### **1.5 SPECIAL HANDLING**

The Hub does not assume responsibility for any Packages that require special handling including, without limitation, any Packages containing any contents that are fragile, combustible, or perishable. The Client acknowledges and agrees that it will comply with all applicable laws and carrier requirements regarding the shipment and handling of Packages and will not cause to be sent to or shipped from the Meeting Location any Package that does not comply.

#### **2. SAFETY AND SECURITY**

##### **2.1**

It is the responsibility of the Client to assure that only individuals who are invited and authorized to attend are present at the Meeting, all Attendees remain in the areas designated for the Meeting and adjacent common areas, and leave the Meeting Location promptly upon conclusion of the Meeting. In addition, the Client is responsible for assuring that Attendees comply with this Agreement and conduct themselves in a safe, lawful, and professional manner while at the Meeting Location.

##### **2.2 ATTENDEES UNDER AGE 18**

If the Attendees include minors under the age of eighteen (18), the Client is required to assure that the minors are properly supervised at all times. The Client is required to assure that for every six (6) Attendees under age 18, there is at least one adult (twenty-one years of age or older) present at the Meeting. The Client is responsible for any additional charges incurred by any Attendees of the Client in connection with the Meeting.

**2.3 ATTENDEE CONDUCT**

The Hub reserves the right to request that an Attendee leave the Meeting Location if the Attendee is acting in a way that The Hub, in its sole discretion, believes is unsafe, unlawful, or disruptive to persons or property or otherwise impairing the safety or enjoyment of others at the Meeting Location. The Client is responsible for any damages caused by any Attendee at the Meeting.

**2.4 SECURITY**

Special events may require outside security, to be provided by The Hub at the expense of the client.

**3.0 AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

The parties to this Agreement agree to act in compliance with the public accommodation requirements of the ADA and any other state or local laws. The Hub shall provide, to the extent required by law, such auxiliary aids and/or services as may be reasonably requested by the Client, provided that the Client provides The Hub with reasonable advance notice of such needs. The Client shall be responsible for the cost of any such auxiliary aid and services (including, without limitation, the engagement of and payment for specialized service providers, such as sign language interpreters), other than those types and quantities typically maintained by The Hub.

**4.0 NOTICES**

Each notice, demand, or other communication to be given or made hereunder shall be made in writing and may be made by recognized overnight courier services (such as FedEx). Any notice, demand, or other communication or document to be given, made, or delivered by one party to another pursuant to this Agreement shall (unless that party has by prior notice specified another address) be given, made, or delivered to the other parties addressed as follows:

If to The Hub:

The Hub, LLC Attention: Director of Sales  
2001 Market Street, Suite 210  
Philadelphia, PA 19103  
Phone: 215-561-8090

If to Client: Notice will be sent to the Client Contact at the address specified in the Meeting Confirmation section of the Engagement Schedule. Any notice, demand, or other communication so addressed to any party to this Agreement shall be deemed to have been delivered (i) in the case of any notice, demand, or other communication may be facsimile transmission, when dispatch with confirmed answer back or (ii) in all other cases upon receipt.

Client Initials:

  
E-Signed

The Hub Initials:

  
E-Signed

**PAYMENT & CREDIT CARD AUTHORIZATION FORM**

The Media Consortium HCS, Wednesday, February 17, 2016, The Hub Commerce Square

**Please complete ONE of the following options and place N/A in the boxes of the other option**

**OPTION 1-CREDIT CARD PAYMENT:** If paying by Credit Card, please submit the specified amount via the online portal on our secure site. This below information is required additionally as authorization for us to charge that card per the contract for any on-site charges or late fees.

<b>Card Type</b>	NA	<b>Last 4 Digits of Card</b>	NA
<b>Authorized Signature</b>	NA		

**OPTION 2- PAYMENT BY CHECK, WIRE TRANSFER, OTHER:** If paying by other means, we require a card on file per the contract. Your information will be encrypted and stored safely on our secure Merchant site.

<b>Name On Card</b>	NA	<b>Company Name On Card</b>	NA
<b>Billing Address</b>	NA	<b>Card Type</b>	NA
<b>FULL 16 DIGIT CARD NUMBER</b>		<b>Expiration Date of Card</b>	NA
<b>CVV</b> <small>Visa/MasterCard: A 3-digit number in reverse italics on the <b>back</b> of your credit card *American Express: A 4-digit number on the <b>front</b>, just above your credit card number</small>	NA	<b>Authorized Signature</b>	NA

**PAYMENT DETAILS**

Please specify how you would like each payment processed. For example: Check, Credit Card, Wire Transfer, or Cash. All fields are required, if you only have 1 scheduled payment fill in N/A for the rest of your payments, on-site charges must be specified.

**FIRST DEPOSIT: NA**

**SECOND DEPOSIT: NA**

**ADDITIONAL PAYMENTS: NA**

**FINAL BALANCE: AN**

**ON SITE CHARGES: NA**

**First Deposit:** Listed under 3.2.1 of the contract, event deposits are required upon contract signing.

**Final Balance:** The remaining balance is due on the date listed under Section 3.2.2 of the contract, three days prior to the meeting start date. If the remaining balance has not been received by the due date, The Hub Commerce Square reserves the right to restrict access to the Meeting Location until the balance has been paid.

**On Site Charges:** The Client is required to place a credit card on file to cover on site charges. Any additional charges incurred in connection with the Meeting, including but not limited to alcohol consumption, will be charged to the card on file.

Client Initials:

  
E-Signed

The Hub Initials:

  
E-Signed

# The Hub Commerce Square DEPOSIT INVOICE

The Media Consortium HCS, Wednesday, February 17, 2016, The Hub Commerce Square

Invoice Status: Deposit 1 Invoice

Booking Code: PHL-HCS-006038

Invoice #: 1-006038

The Media Consortium HCS Wednesday, 2/17/16 - Saturday, 2/20/16			
<b>Account:</b>	The Media Consortium	<b>On Site Contact:</b>	
<b>Address:</b>	222 Sutter St Ste 600 San Francisco, California 94108	<b>On Site Phone:</b>	
<b>Contact:</b>	Jo Ellen Kaiser	<b>Sales Manager:</b>	Hannah Guthrie
<b>Phone:</b>	(415) 878-3862	<b>Meeting Manager:</b>	
<b>Email:</b>	joellen@themediaconsortium.com		

### Wednesday, February 17, 2016

ROOM	QTY	ITEMS CHARGED	PRICE	TOTAL
<b>FOOD</b>				
Cafe	50	The Hub Café - Full Day Service	\$14.00	\$700.00
			<b>SUBTOTAL</b>	<b>\$700.00</b>
			<b>22.0000% Service Charge</b>	<b>\$154.00</b>
			<b>8.0000% Sales Tax</b>	<b>\$68.32</b>
			<b>TOTAL Food</b>	<b>\$922.32</b>

### ROOM RENTAL

Apollo	1	Room Rental HCS *Discount*	\$1,500.00	\$1,200.00
			<b>SUBTOTAL</b>	<b>\$1,200.00</b>
			<b>8.0000% Sales Tax</b>	<b>\$96.00</b>
			<b>TOTAL Room Rental</b>	<b>\$1,296.00</b>

### Thursday, February 18, 2016

ROOM	QTY	ITEMS CHARGED	PRICE	TOTAL
<b>FOOD</b>				
Cafe	100	The Hub Café - Full Day Service	\$14.00	\$1,400.00
Grow	75	Brûlée Bistro Deluxe Sandwich Buffet	\$25.00	\$1,875.00
			<b>SUBTOTAL</b>	<b>\$3,275.00</b>
			<b>22.0000% Service Charge</b>	<b>\$720.50</b>
			<b>8.0000% Sales Tax</b>	<b>\$319.64</b>
			<b>TOTAL Food</b>	<b>\$4,315.14</b>

### ROOM RENTAL

Apollo	1	Room Rental HCS *Discount*	\$1,500.00	\$1,200.00
Grow	1	Room Rental HCS *Discount*	\$1,500.00	\$0.00
Yalta	1	Room Rental HCS *Discount*	\$1,025.00	\$512.50
Kyoto	1	Room Rental HCS *Discount*	\$1,025.00	\$512.50
			<b>SUBTOTAL</b>	<b>\$2,225.00</b>
			<b>8.0000% Sales Tax</b>	<b>\$178.00</b>

Client Initials:

  
E-Signed

The Hub Initials:

  
E-Signed

			<b>TOTAL Room Rental</b>	<b>\$2,403.00</b>
<b>Friday, February 19, 2016</b>				
<b>ROOM</b>	<b>QTY</b>	<b>ITEMS CHARGED</b>	<b>PRICE</b>	<b>TOTAL</b>
<b>FOOD</b>				
Cafe	100	The Hub Café - Full Day Service	\$14.00	\$1,400.00
Grow	75	Brûlée Bistro Deluxe Sandwich Buffet	\$25.00	\$1,875.00
			<b>SUBTOTAL</b>	<b>\$3,275.00</b>
			<b>22.0000% Service Charge</b>	<b>\$720.50</b>
			<b>8.0000% Sales Tax</b>	<b>\$319.64</b>
			<b>TOTAL Food</b>	<b>\$4,315.14</b>

<b>ROOM RENTAL</b>				
Apollo	1	Room Rental HCS *Discount*	\$1,500.00	\$1,200.00
Grow	1	Room Rental HCS *Discount*	\$1,500.00	\$0.00
Yalta	1	Room Rental HCS *Discount*	\$1,025.00	\$512.50
Kyoto	1	Room Rental HCS *Discount*	\$1,025.00	\$512.50
			<b>SUBTOTAL</b>	<b>\$2,225.00</b>
			<b>8.0000% Sales Tax</b>	<b>\$178.00</b>
			<b>TOTAL Room Rental</b>	<b>\$2,403.00</b>

<b>Saturday, February 20, 2016</b>				
<b>ROOM</b>	<b>QTY</b>	<b>ITEMS CHARGED</b>	<b>PRICE</b>	<b>TOTAL</b>
<b>FOOD</b>				
Cafe	70	The Hub Café - Full Day Service	\$14.00	\$980.00
			<b>SUBTOTAL</b>	<b>\$980.00</b>
			<b>22.0000% Service Charge</b>	<b>\$215.60</b>
			<b>8.0000% Sales Tax</b>	<b>\$95.65</b>
			<b>TOTAL Food</b>	<b>\$1,291.25</b>

<b>ROOM RENTAL</b>				
Apollo	1	Room Rental HCS *Discount*	\$1,500.00	\$1,200.00
Grow	1	Room Rental HCS *Discount*	\$1,500.00	\$0.00
			<b>SUBTOTAL</b>	<b>\$1,200.00</b>
			<b>8.0000% Sales Tax</b>	<b>\$96.00</b>
			<b>TOTAL Room Rental</b>	<b>\$1,296.00</b>

<b>TOTALS</b>	
<b>SUBTOTAL FOOD</b>	<b>\$8,230.00</b>
<b>SUBTOTAL ROOM RENTAL</b>	<b>\$6,850.00</b>
<b>TOTAL SERVICE CHARGE</b>	<b>\$1,810.60</b>
<b>TOTAL SALES TAX</b>	<b>\$1,351.25</b>

<b>GRAND TOTAL</b>	<b>\$18,241.85</b>
<b>LESS DEPOSITS</b>	<b>\$0.00</b>
<b>BALANCE DUE</b>	<b>\$18,241.85</b>

**DEPOSIT & PAYMENT SCHEDULE**

DEPOSIT NAME	DUE DATE	AMOUNT DUE	AMOUNT PAID	PAYMENT DATE
Deposit 1	09/15/2015	\$9,120.92		
Deposit 2	02/12/2016	\$9,120.93		

Client Initials:

  
E-Signed

The Hub Initials:

  
E-Signed



TOTAL DEPOSITS DUE & PAID	\$18,241.85	\$0.00
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**Please make checks payable to:**

The Hub  
ATTN: Accounts Receivable  
The Hub Commerce Square  
2001 Market Street Suite 210  
Philadelphia, PA 19103

\*Please note the **Booking Code** located in the top right hand corner of this invoice on any checks.

Client Initials:

  
E-Signed

The Hub Initials:

  
E-Signed