DESCRIPTION OF GROUP AND EVENT
The following represents an agreement between The Westin Tampa Waterside, 725 South Harbour Island Boulevard, Tampa, FL, 33602, (813) 229-5000 and The Able Trust.

ORGANIZATION: The Able Trust
CONTACT:
Name: Susanne Homant
Job Title: President & CEO of The Able Trust
Street Address: 3320 Thomasville Road
City, State, Postal Code: Tallahassee, FL 32308-7971
Country/Region: USA
Phone Number: (850) 224-4493 x223
Fax Number: (850) 224-4496
E-mail Address: Susanne@abletrust.org

NAME OF EVENT: The Able Trust Board Meeting and DEAM/Ability Awards & Launch Sep2019
REFERENCE #: M-TZEQ4G6
OFFICIAL PROGRAM DATES: Wednesday, 09/18/2019 - Saturday, 09/21/2019

GUEST ROOM COMMITMENT/GROUP ROOM RATES
The Hotel agrees that it will provide, and The Able Trust agrees that it will be responsible for utilizing, 44 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

<table>
<thead>
<tr>
<th>Date</th>
<th>Day</th>
<th>Traditional Hotel Rooms</th>
<th>Total Rooms</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/18/2019</td>
<td>Wed</td>
<td>8</td>
<td>8</td>
</tr>
<tr>
<td>09/19/2019</td>
<td>Thu</td>
<td>32</td>
<td>32</td>
</tr>
<tr>
<td>09/20/2019</td>
<td>Fri</td>
<td>4</td>
<td>4</td>
</tr>
</tbody>
</table>

Total Rooms: 44

<table>
<thead>
<tr>
<th>Start Date</th>
<th>End Date</th>
<th>Room Type</th>
<th>Single</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/18/2019</td>
<td>09/20/2019</td>
<td>Traditional Hotel Rooms</td>
<td>$149.00</td>
</tr>
</tbody>
</table>

Hotel's room rates are subject to applicable state and local taxes (currently 13.5%) in effect at the time of check-out.

COMMISSION
The group room rates listed above are net non-commissionable. The Able Trust will advise its designated agency of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

METHOD OF RESERVATIONS
Reservations for the Event will be made by individual attendees directly with Marriott reservations at 1-(888) 256-2427 or (813) 229-5000.

GUARANTEED RESERVATIONS
All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or by The Able Trust. Hotel will not hold any reservations unless secured by one of the above methods.

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MARRIOTT CONFIDENTIAL AND PROPRIETARY INFORMATION
CUT-OFF DATE
Reservations by attendees must be received on or before Sunday, August 28, 2019 – three week/21 day cut off, (the “Cut-Off Date”). At the Cut-Off Date, Hotel will review the reservation pick up for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on a space- and rate-available basis at the The Able Trust group rate after this date.

CONCESSIONS
- 1/40 Complimentary
- 80% Attrition
- 3 Week Reservation Cut-Off date
- Complimentary meeting room rental with $5,000 F & B Minimum
- One (1) Complimentary Water-view upgrade to a suite at group rate
- One (1) Complimentary welcome amenities.
- Complimentary Wireless internet in meeting space for attendees and staff.
- Complimentary internet in the sleeping rooms for all attendees.
- Four (4) Handicap Accessible Rooms (2 with roll in shower)
- Valet parking offered at $15 per night

ANTICIPATED REVENUE:
The following table contains an estimate (which the parties acknowledge and agree is reasonable) of the revenue to be generated from this Event. The table itself is not intended to warrant that the Event will generate the amounts of revenue. Neither is the table intended to prevent Hotel from generating more than these amounts of revenue from the Event.

| Anticipated Guest Room Revenue (# of room nights in room block x average rate): | $6,556.00 |
| Food & Beverage Minimum: | $5,000.00 |
| Total Anticipated Revenue: | $11,556.00 |

If The Able Trust does not fulfill all of its commitments or cancels this Agreement, The Able Trust agrees that Hotel will suffer damages that will be difficult to determine. The “Cancellation” provisions below provide for liquidated damages agreed upon by the parties as a reasonable estimate of Hotel’s losses and do not constitute a penalty of any kind.

NO ROOM TRANSFER BY GUEST
The Able Trust agrees that neither The Able Trust nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with The Able Trust reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

BILLING ARRANGEMENTS
The following billing arrangements apply: Individuals to pay for sleeping room, tax & incidentals. Group will pay for all food & beverage/banquet events and valet parking which will be charged to the Group’s Master Account Room. Pending the Direct Bill Application approval, Hotel agrees to extend direct billing to The Able Trust. Direct Bill Application must be submitted with signed contract. The Able Trust agrees to provide Hotel with information and instructions concerning the charges to be permitted on The Able Trust’s master account no later than 30 days prior to the event. All master account charges will be submitted to The Able Trust within 15 days of the close of the Event. Payment of non-disputed charges will be made within 30 days of receipt of the final and accurate master account bill. In the event that the Direct Bill Application is not approved The Able Trust will provide a check for the method of payment no later than 7 days after the group is informed that their Direct Bill Application is not approved. An advance payment of $1,250 (25% of the $5,000 Food & Beverage Minimum) will be required in order to hold this arrangement on a definite basis which will be due with the signed agreement and direct bill application if applicable. This advance payment/deposit is due on Friday, May 3rd, 2019 and will be credited toward Group’s Master Account.

DEPOSIT SCHEDULE:

<table>
<thead>
<tr>
<th>Type</th>
<th>Due Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deposit:</td>
<td>Contract Due Date, Friday May 3rd, 2019</td>
<td>$1,250 (25% of F&amp;B Minimum $5,000)</td>
</tr>
<tr>
<td>Second Deposit:</td>
<td>Friday, July 5th, 2019</td>
<td>$1,875 (50% of remaining F&amp;B Minimum)</td>
</tr>
<tr>
<td>Final Deposit:</td>
<td>Friday, August 18th, 2019</td>
<td>$1,875 (100% of remaining F&amp;B Minimum)</td>
</tr>
</tbody>
</table>
PAYMENT BY CREDIT CARD OR COMPANY CHECK
If The Able Trust wishes to pay any portion of its obligation by credit card or company check, the credit card information must be entered into our secure online web-site.

Prior to the execution of this agreement The Able Trust shall provide hotel with credit card authorization information. A Credit Card Information Request e-mail will be sent to the e-mail address provided by The Able Trust.

This process must also be followed if direct billing has not been approved and the Master Account charges will be paid by credit card or company check.

The Able Trust agrees that the Hotel may charge to this credit card any payment as required under this Group Sales Agreement.

FUNCTION INFORMATION AGENDA/EVENT AGENDA
Based on the requirements outlined by The Able Trust, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

<table>
<thead>
<tr>
<th>Date</th>
<th>Day</th>
<th>Start Time</th>
<th>End Time</th>
<th>Function Type</th>
<th>Setup</th>
<th># People</th>
<th>Meeting Room</th>
<th>Room Rental</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/19/2019</td>
<td>Thu</td>
<td>1:00 PM</td>
<td>5:00 PM</td>
<td>Board Meeting</td>
<td>U-Shape</td>
<td>25</td>
<td>Conch</td>
<td>Waived with $5,000 Food &amp; Beverage Minimum</td>
</tr>
<tr>
<td>09/19/2019</td>
<td>Thu</td>
<td>6:00 PM</td>
<td>8:00 PM</td>
<td>Reception</td>
<td>Rounds</td>
<td>25</td>
<td>Waterside</td>
<td>Waived with $5,000 Food &amp; Beverage Minimum</td>
</tr>
<tr>
<td>09/20/2019</td>
<td>Fri</td>
<td>6:00 AM</td>
<td>1:00 PM</td>
<td>Meeting</td>
<td>Rounds of 6</td>
<td>125</td>
<td>Oasis Ballroom I &amp; II</td>
<td>Waived with $5,000 Food &amp; Beverage Minimum</td>
</tr>
</tbody>
</table>

All meeting room, food and beverage, and related services are subject to applicable taxes (currently 8.5%) and service charge (currently 24%) in effect on the date(s) of the event. **ABLE TRUST IS TAX EXEMPT.**

DAMAGE TO FUNCTION SPACE
The Able Trust agrees to pay for any damage to the function space that occurs while The Able Trust is using it. The Able Trust will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than The Able Trust and its attendees.

ATTRITION – Rooms Per Night
Hotel is relying upon The Able Trust’s nightly use of the Room Night Commitment and, if applicable, the Minimum Banquet Food and Beverage Revenue. The Able Trust agrees that a loss will be incurred by Hotel if The Able Trust’s actual usage is less than eighty percent (80%) of the Room Night Commitment on any night of the Event.

Hotel agrees to allow for a twenty percent (20%) reduction in the nightly Room Night Commitment. Each night during the Event, Hotel will subtract the actual room usage for that night and the amount of permissible attrition for that night from the Room Night Commitment for that night. The difference of room nights will be multiplied by the group’s average room rate (excluding staff and or complimentary rooms) and the resulting amount will be posted as charges to The Able Trust’s Master Account, plus applicable taxes, at the conclusion of the Event.

Additionally, at the conclusion of the Event, if the actual banquet food and beverage revenue is less than the Minimum Banquet Food and Beverage Revenue, forty percent (40%) of the difference will be posted to the Master Account.

These charges represent a reasonable effort on behalf of the Hotel to establish its loss prospectively and shall be due as liquidated damages.

MINIMUM BANQUET FOOD AND BEVERAGE REVENUE REQUIREMENT
The Able Trust agrees to a minimum banquet food and beverage revenue of $5,000, exclusive of tax and service charge (the “Minimum Banquet Food and Beverage Revenue”).

CANCELLATION - Contracts with Room Nights and F&B
In the event of a group cancellation occurring 0 to 3 business days prior to arrival, liquidated damages in the amount of one hundred percent (100%) of the Room Night Commitment, seventy percent (70%) of the Minimum Banquet Food and Beverage Revenue, and Total Meeting Room Rental will be due, plus applicable taxes.
In the event of a group cancellation occurring 4 business days to 90 days prior to arrival, liquidated damages in the amount of ninety percent (90%) of the Room Night Commitment and forty percent (40%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

In the event of a group cancellation occurring 91 to 180 days prior to arrival, liquidated damages in the amount of eighty percent (80%) of the Room Night Commitment and forty percent (40%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

In the event of a group cancellation occurring 181 to 365 days prior to arrival, liquidated damages in the amount of seventy percent (70%) of the Room Night Commitment and forty percent (40%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

In the event of a group cancellation occurring between the time of acceptance of this contract and 366 days prior to arrival, liquidated damages in the amount of fifty percent (50%) of the Room Night Commitment and forty percent (40%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

**IMPOSSIBILITY**

The performance of this Agreement 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, 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 Agreement 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 Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and The Able Trust 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 The Able Trust 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.

**DISPUTE RESOLUTION**

In the event of dispute resolution, the non-prevailing party will pay the other’s costs and attorney’s fees.

**LIQUOR LICENSE**

The Able Trust 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.

**COMPLIANCE WITH EQUAL OPPORTUNITY LAWS**

This section describes Marriott’s obligations as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this contract.

Marriott shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement.

Marriott (referred to as “contractor” in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans’ Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor (“DOL”), Office of Federal Contract Compliance Programs (“OFCCP”). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60-1.4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or
disability.

Marriott also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, Marriott shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

PRIVACY
Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at http://www.marriott.com/about/privacy.mi) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

The Able Trust will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel’s privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual’s own personal data to the extent directed by, consented to or requested by such individual.

IN-HOUSE EQUIPMENT
Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables, chalkboards, etc.). These complimentary arrangements do not include special setups or extraordinary formats that would deplete Hotel’s present in-house equipment to the point of requiring rental of an additional supply to accommodate The Able Trust’s needs. If such special setups or extraordinary formats are requested, Hotel will present The Able Trust two (2) alternatives: (1) charging The Able Trust the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

UNATTENDED ITEMS/ADDITIONAL SECURITY
The Hotel cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the Hotel for securing a limited number of valuable items. If The Able Trust requires additional security with respect to such items or for any other reason, the Hotel will assist in making these arrangements. All security personnel to be utilized during the Event are subject to Hotel approval.

USE OF OUTSIDE VENDORS
If The Able Trust wishes to hire outside vendors to provide any goods or services at Hotel during the Event, The Able Trust must notify Hotel of the specific goods or services to be provided and provide sufficient advance notice to the Hotel so that the Hotel can (i) determine, in Hotel’s sole discretion, whether such vendor must provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance, and (ii) approve, using reasonable judgment, the selection of the outside vendor and the goods or services to be provided by such outside vendor to The Able Trust, taking into consideration: (a) whether Hotel offers such goods and services; (b) the risk level posed by certain activities; and (c) the safety and well-being of guests at Hotel.

PERFORMANCE LICENSES
The Able Trust 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 The Able Trust may use or request to be used at the Hotel.

MARRIOTT BONVOY EVENTS
Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

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Version 1.0

MARRIOTT CONFIDENTIAL AND PROPRIETARY INFORMATION
Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and The Able Trust has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity ("SOE") booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

**GROUP MUST CHECK ONE OPTION BELOW:**

1. The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Points or Miles.

   Member Name ____________________________
   Marriott Bonvoy Membership Number ____________________________

   *If Miles are desired instead of Points, please also provide:

   Participating airline name ____________________________
   Participating airline frequent flyer account number ____________________________

OR

1. The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

The individual identified above to receive either Points or Miles may not be changed without such individual’s prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the “Terms and Conditions”), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at [https://www.marriott.com/loyalty/terms/default.ms](https://www.marriott.com/loyalty/terms/default.ms) and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

"Electronic selection—This may be done in Microsoft Word by double-clicking on the above unfilled box, choosing a blackened box, and then clicking "Insert." Alternatively, one can use the commands "Insert" and "Symbol," choose the blackened box, and then click "Insert."

**ACCEPTANCE**

When presented by the Hotel to The Able Trust, this document is an invitation by the Hotel to The Able Trust to make an offer. Upon signature by The Able Trust, this document will be an offer by The Able Trust. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies The Able Trust at any time prior to The Able Trust’s execution of this document, the outlined format and dates will be held by the Hotel for The Able Trust on a first-option basis until Friday, May 3, 2019. If The Able Trust cannot make a commitment prior to that date, this invitation to 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 signature by both parties, The Able Trust and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

Approved and authorized by The Able Trust:

Name: (Print) Susanne Homant

Title: (Sign) President & CEO of The Able Trust

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MARRIOTT CONFIDENTIAL AND PROPRIETARY INFORMATION
Signature: (Print)  
Date:  3/3/19

Approved and authorized by Hotel:
Name: (Print)  Rachel Tyndale  
Title: (Print)  Group Sales Manager  
Signature: (Print)  
Date:  5/2/19

Approved and authorized by Hotel:
Name: (Print)  Bonnie Dominguez  
Title: (Print)  Director of Sales & Marketing  
Signature: (Print)  
Date:  5/2/19