This purchase order replaces PO# 6500000598. Please see attached documents for agreement and pricing.

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<tr>
<th>Item</th>
<th>QTY</th>
<th>UM</th>
<th>Material/Description</th>
<th>Price Per Unit</th>
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<td>LOT</td>
<td>Hotel Services</td>
<td>3,000,000.00</td>
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The University of Tennessee conforms to all applicable rules, regulations and relevant orders of the Secretary of Labor. Affirmative action clauses and supporting regulations are incorporated by reference 41 C.F.R. 60-1.4 sections 60-250.22, 60-741.22 and C.F.R. 61-250.10.
Purchase Order 5500006662

NOTICE OF EXTENSION

Original validity period: 8/16/2013 – 8/15/2016

Current validity period: 8/15/2016 – 8/31/2017

Extensions: 1 additional extension of 1 year

Vendor contact:
Rep’s Name: Ken Knight
Phone: (865) 522-2600 x 3630
Email: kknight@crowneknox.com

This agreement is extended to all University of Tennessee campuses and institutes.

This purchase order is governed by the terms and conditions of the master agreement #8500026467, dated 4/30/2012 between Executive Affiliates and The University of Tennessee.

Items listed below will not be purchased at one time but over the term of the agreement.

Individual Booking:
Jamie Julius
Phone: (865) 522-2600
Reservation Link:

Conference & Event Booking:
Jeff Shrewsbury
Phone: (865) 522-2600
Email: jeff@crowneknox.com

To access the event order form for conferences and groups:
http://treasurer.tennessee.edu/travel/

1) Rates:
   a. Sleeping Rooms for Individuals:
      i. **CONUS rates**: The Hotel will offer CONUS rates as listed by the U.S. federal government’s General Services Administration. CONUS applies to the hotel’s standard guest rooms only and excludes blackout dates.
1. **Blackout Room Rate**: 10% discount on published best available rate

2. **Lower Rates**: Should a published rate be available that is lower than the University rate, the lower rate will be honored by the hotel. The University guest will need to present the hotel with documentation of the lower rate.

3. **Reservations**: Reservations made on an individual basis will be guaranteed by the guest's credit card. Credit cards will not be charged prior to the guest arrival. All room accounts are the responsibility of the individual unless the University provides specific written instructions otherwise.

   ii. **Last Room Availability**: The hotel will offer CONUS rates on a “last room availability” basis every day (i.e., the hotel will offer the University CONUS rates on all available rooms, including the last room available on any given night).

b. **Sleeping Rooms for Conferences and Groups**:
   i. **Standard Guest Room**: $115.00 per night. This rate applies except during blackout dates.
      1. Blackout dates: All University of Tennessee home football weekends and sold-out dates.
      2. Lower rate guarantee will not be provided for conference attendees.

   ii. **Complimentary Sleeping Rooms**: When a University group books a minimum of 40 sleeping rooms, the hotel will provide one complimentary room for that stay.

c. **Self-Parking**:
   i. **Individual Booking**: No charge

   ii. **Conferences & Groups**: Prevailing rate of $10.00 per day

d. **Wireless Internet**: No charge

e. **Newspapers**: Will be provided at no charge Monday through Friday.

f. **Audio-Visual**: The Crowne Plaza agrees that the University may contract with a third party for audio-visual equipment and sound technician, or may provide University owned equipment. The hotel staff will cooperate with the external staff to accomplish the required arrangements. There will not be a set-up fee for
using external vendors and/or equipment, unless it is agreed to in writing by the University.

i. **Charges:** Charges for the hotels audio-visual equipment must be agreed to by the University in writing in advance of the event.

ii. **Sound Technician:** The hotel does not offer the services of an in-house sound technician. One may be arranged through a third-party vendor, if requested at the University's expense.

iii. **Equipment:** List of AV equipment is found at the end of this document.

g. **Food and Beverage:** For banquets and catering there is a 10% discount on current published menu prices.

i. **Service Charges:** Will be capped at 20%

ii. **Additional Fees:** The hotel will not impose any additional fees or surcharges, setup charges, service charges, gratuities, deliveries, package handling, waiter fees, safety/fire requirement charges, insurance costs, energy surcharges or storage costs that have not been previously authorized in writing by the University.

iii. **Script:** The hotel agrees that the University will provide the hotel with an estimated attendance and a script for food and beverage functions. The hotel will provide a banquet event order, including pricing, to the University at least 30 days prior to the event. The University will provide attendance guarantees at least 72 hours prior to the scheduled event. The terms and conditions of this RFP and subsequent PO or contract will supersede any language in the hotel's banquet event order forms or similar documents.

h. **Meeting Space:** If the group room block or food and beverage purchases are not sufficient to receive complimentary space, the hotel will discount the published price list of meeting space at 25%.

i. **Space chart:** Meeting space dimensions, capacity, and pricing is found at the end of this document.

ii. **Signage:** The hotel will provide one complimentary easel for signage at each meeting room doorway, if requested.
iii. **Equipment**: The hotel will provide, at no cost to the University, sufficient quantities of standard meeting and banquet supplies and equipment, such as tables, chairs, platforms, risers, lecterns, food and beverage service supplies, and other standard function room setup materials to accommodate the University's requirements. The hotel warrants that sufficient supplies exist in its inventory or it will arrange to provide them at no cost. Any exceptions must be agreed to in writing by the University.

2) **Blackout Dates**
   
   **2016**
   - September 1
   - September 16 & 17
   - September 23 & 24
   - October 14 & 15
   - October 17, 18, 19, 20
   - November 4 & 5
   - November 11 & 12
   - November 18 & 19
   - December 31

   **2017**
   - February 12, 13, 14, 15, 16, 17, & 18
   - May 22, 23, 24, 25, 26, & 27

3) **Cancellation**
   
   a. **Sleeping rooms**: If cancellation is needed, guests must notify the hotel by 6:00 pm on the day of arrival or guest will be subject to one night’s room charge plus tax.

   i. **Blackout Dates**: On blackout dates, including any home football weekend, guests will need to cancel their reservation no later than 14 days prior to arrival.

   ii. **Late Arrivals**: All guaranteed reservations will be held for late arrival.

   iii. **Early Departure**: No fees will apply for early departure.

   iv. **Late Check-out**: A late check-out time of 2:00 pm will be extended to all University guests.

   v. **Early Check-In**: Early check-in will be extended to all University guests provided clean rooms are available.

   vi. **Direct-bill Guest Rooms**:
1. The University will incur a charge of one night’s room rate, and all taxes, if the hotel is not notified of cancellation, or if the notification is made after the applicable cancellation period.

b. **Events:** The University may cancel an event without any penalty if the cancellation occurs at least 30 days in advance of the event.

4) **Attrition**

a. If the hotel achieves occupancy levels above 90% on peak nights of a University event or if it is sold out any nights of a University event, the University will not be required to pay any attrition damages.

b. The hotel agrees that if attrition damages are caused by one or more force majeure events, the University will not be liable for attrition damages. Force majeure events include acts of God, war, government regulation; actual, threatened or suspected terrorism; disaster; outbreak of disease in Knoxville or surrounding area; strikes; civil disorder; curtailment of transportation, or any cause that makes it impossible for 25% of the attendees to attend the meeting. This would also include a threat of an imminent natural disaster that interferes with the hotel’s operations or the ability of attendees to safely travel to Knoxville. Under any of these circumstances, it is agreed that the University would not be liable for failure to meet GRB or food & beverage minimums for the event. The University would be liable for actual services and food & beverage used.

c. The hotel agrees that, for purposes of calculating attrition damages, the hotel will provide to the University or its representative, within 30 days, records reasonably required to substantiate any damages claimed by the hotel. The hotel general manager will certify that records are complete and accurate.

5) **Group Room Block**

a. **Reservations:** The hotel agrees that reservations will be made directly by attendees via telephone or online. Hotel will provide, at no cost, a personalized reservation code for group attendees to make their reservations online at the negotiated GRB rate.

   i. **Confirmations:** The hotel will email reservation confirmation pages directly to each guest as long as a valid email address is provided during the reservation process.

b. The hotel will not sell the GRB until after the cut-off date, without written consent by the University.

c. The hotel agrees that the University would be able to terminate, without liability, an event if one of the conditions described under Force Majeure were to exist.
d. The hotel agrees that, for purposes of calculating attrition damages, the hotel will provide to the University or its representative, within 30 days, records reasonably required to substantiate any damages claimed by the hotel. The hotel general manager will certify that records are complete and accurate.

e. The hotel agrees to allow the GRB to be exceeded by a minimum of ten percent (10%) at the agreed-upon rate, as long as any standard guest rooms remain available for sale by the hotel. These rooms must be reserved prior to the group's cut-off date.

6) Conferences and Meeting Space

a. Meeting Space: No contracted meeting space will be released or revised without the University's prior written approval. Should the hotel have additional needs for contracted space, the University agrees to monitor attendance and work with hotel on possible program format changes to allow the hotel to optimize their meeting space.

b. Banquet Order: The University will provide the hotel with an estimated attendance and a script for food and beverage functions. The hotel will provide a banquet event order, including pricing, to the University at least 30 days prior to the event. The University will provide attendance guarantees at least 3 business days prior to the scheduled event. The terms and conditions of this RFP and subsequent PO or contract will supersede any language in the hotel's banquet event order forms or similar documents.

c. Supplies & Equipment: The hotel will provide, at no cost to the University, sufficient quantities of standard meeting and banquet supplies and equipment, such as tables, chairs, platforms, risers, lecterns, food and beverage service supplies, and other standard function room setup materials to accommodate the University's requirements. The hotel warrants that sufficient supplies exist in its inventory or it will arrange to provide them at no cost. Any exceptions must be agreed to in writing by the University.

d. Upgrades:
   i. Hotel will provide complimentary upgrades to presidential and/or executive suites based on availability for VIPs associated with events.
   ii. Hotel agrees to provide complimentary upgrades to concierge level based on availability for VIPs associated with an event.

7) Oversell Procedure (“Walking”)

In the rare event the hotel does not have a room available for a guest with a confirmed reservation; complimentary accommodations will be provided for one night at a nearby comparable hotel.
a. Hotel will provide transportation to and from the comparable hotel.
b. Work to return the displaced guest to the hotel as soon as possible and provide a suitable amenity and note of apology from our hotel's general manager upon the guest's return.
c. If hotel cannot reasonably return the guest, it will pay the difference between the contracted rate and the comparable hotel's rate for the guest's entire stay.
d. Provide credit of the room's costs to the University's department account for each such reservation not honored.
e. Said rooms will be counted toward GRB and other rooms specified in the agreement.

8) Contract Administration
   a. General: All of the hotel's employees and agents will comply with all federal, state and local laws pertaining to the sale, service or furnishing of alcoholic beverages. It is hotel policy, and the hotel agrees to not serve alcoholic beverages to anyone under legal drinking age or to anyone who appears intoxicated. Hotel agrees to hold the University and its officers and employees from any claim, liability or expenses including attorney's fees and costs arising out of the sale or service of alcoholic beverages to University guests.
      i. The Crowne Plaza's general manager and director of sales will ensure that all aspects of the account are accurate. They will be available to meet with University officials on whatever schedule is convenient to them to discuss any related subjects or conduct periodic performance evaluations (which the Crowne Plaza would welcome).
      ii. Employees will be given a written step-by-step explanation of the relationship between the Crowne Plaza and the University. Additionally, the general manager will meet with the hotel's department heads in a group and individually to ensure each department head understands the details of our work for the University. Department heads will hold departmental meetings to explain the relationship to the employees in their department; these meetings will be attended by the general manager, the director of sales, or both.
   b. Booking Code: The Crowne Plaza's system can create a unique billing/booking code for the University of Tennessee. This code can be provided to UT via a link where anyone designated to have access may click on the link and be immediately directed to a reservation screen with UT's contracted rate and conditions. This system is an easy-to-use process by which your departments can make their own reservation for any night. This same billing/booking code will
also be used if an individual calls our hotel directly and books through our in-house reservation system.

c. **Rate Code:** Hotel will load the new UT rate code into Holidex, a global reservation system. The rate code will then be activated into the Global Distribution System (GDS), which enables any travel agency - including World Travel - to book any available room at the UT contracted rate.

d. **Remodeling/Construction:** No substantial remodeling or construction of its facilities would take place that would interfere with a University event. Hotel agrees to notify the University as soon as feasibly possible of any planned construction, remodeling, or redecorating that will affect the use of guest rooms, meeting space or public facilities; and that comparable space will be provided to accommodate the planned University event. The hotel agrees that, should comparable space not be provided, the University in its sole discretion may cancel this agreement without any liability to the hotel and receive a full refund of any monies paid to the hotel.

e. **Conflicts:** The hotel will notify the University in writing as soon as feasible of any potential conflicts or events that may affect the University's peaceful use of and access to the reserved facilities. If the hotel is unable to resolve this conflict, the University may, in its sole discretion, cancel this agreement without penalty and receive a full refund of any monies paid to the hotel.

f. **Invoices:** The hotel will provide an invoice detailing complete supporting documentation for each charge that will be paid by the University. Supporting documentation will include dates, location, goods or services provided, quantity and unit price.

   i. **Contested Charges:** The University has the right to examine detailed back-up for all charges listed on the invoice, and contested charges will be exempt from any interest accrual or late charges until resolved to the satisfaction of the University.

g. **Reports:** The Crowne Plaza will be able to track all University of Tennessee rooms through the unique billing/booking code. With this code the hotel will compile reports that tally the number of nights as well as the room sales amount. An excel spreadsheet report and the supporting numbers will be delivered by fax or e-mail to UT for review by the 5th business day of each month. This spreadsheet will also contain meeting sales information consisting of the number of meetings and all sales associated with those meetings.
9) University Incentives

   a. A 5% commission will be paid to the University for all rooms booked using their unique booking code. This commission will be paid monthly. Commissions will be accompanied by a market segment report which details room nights and revenues for the month. Commission will apply to individual guest lodging only.

   b. The University will earn three IHG Priority Club Meeting Rewards for each $1.00 spent on qualified bookings. The maximum award is 60,000 points per event. No points will be awarded for individual guest lodging. The University will provide the hotel the account numbers(s) to post these points to.

This agreement is based on the following:
   1. RFP collective #30001571, RFP #6000043067
   2. RFP response #7000107101
   3. Master Agreement #8500026467

Any questions regarding this agreement should be directed to Abbie Shellist at ashellis@tennessee.edu
<table>
<thead>
<tr>
<th>Item</th>
<th>Count</th>
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<tbody>
<tr>
<td><strong>Microphones</strong></td>
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<tr>
<td>Hand Held Microphone</td>
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<tr>
<td>Wireless Lavalier Microphone</td>
<td>8</td>
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<tr>
<td>Wireless Hand Held Microphone</td>
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<td>Podium Microphones</td>
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<tr>
<td><strong>Microphone Stands</strong></td>
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<tr>
<td>Microphone Stands, Extending Floor</td>
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<tr>
<td>Microphone Stands, Extending Table-Top</td>
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<td><strong>Sound Boards / Mixers</strong></td>
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<td>LCD Projector (Short Throw)</td>
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<tr>
<td>LCD Projector (LongThrow)</td>
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<tr>
<td>DVD Players</td>
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<td>DVD Players, HDMI Only</td>
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<td>VHS-VCR</td>
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<td><strong>Media Accessories</strong></td>
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<td>Connectivity Systems 8 port hardware</td>
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<td>Wireless Presenter</td>
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<td><strong>TV</strong></td>
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<tr>
<td>42” LCD TV with Cart</td>
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<td><strong>Screens</strong></td>
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<td>14’ x 8’ Screen</td>
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<td><strong>Speakers</strong></td>
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<td>Bose - with stand</td>
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<td><strong>AV Tables</strong></td>
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<td>AV Projector Carts, Rolling</td>
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<td>AV Projector Table, w/ Legs</td>
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<td>AV Cart, Rolling</td>
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<td>Flipchart / Dry Erase Board Combo</td>
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<td>Ground Lifts (DI box)</td>
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<tr>
<td><strong>Cables / Cords</strong></td>
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<td>Extension Cord 2.5’</td>
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<td>Sound Cables (1/4” to 3.5mm)</td>
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<td>Mini Port to HDMI</td>
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<tr>
<td>Lightning Adapter to HDMI (Apple)</td>
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# Miscellaneous Price List*

**VIDEO EQUIPMENT**

- 42” LCD TV with Cart $125.00
- Blu-Ray DVD Player $75.00
- LCD Projector $275.00

**AUDIO EQUIPMENT**

- Podium $25.00
- Podium with Wired Microphone $50.00
- Wired Hand-Held Microphone $35.00
- Wireless Hand-Held Microphone $125.00
- Wireless Lavalier Microphone $125.00
- 4-Channel Mixer $50.00
- 6-Channel Mixer $75.00
- 12-Channel Mixer $100.00
- Wireless Conference Phone $75.00
- Sound Cable $35.00

**SCREENS**

- 6’ x 6’ Screen $35.00
- 8’ x 8’ Screen $50.00
- 10’ x 10’ Screen $125.00
- 11’ x 6.5’ Screen $125.00
- 14’ x 8’ Screen $175.00
- Dress Kit for 14’ x 8’ Screen $125.00

**PRESENTATION EQUIPMENT**

- Overhead Projector $65.00

**FLIPCHARTS / DRY ERASE BOARDS**

- Flipchart Package:
  - Pad, Markers & Tape $35.00
  - Flipchart with Pad & Dry Erase Board $50.00
  - White Board on Easel with Markers $45.00
  - Flipchart Stand Only $25.00
  - Flipchart Pad $25.00
  - Easel $20.00
  - Markers $5.00
  - Masking Tape $5.00

**TABLES / STAGING**

- Staging $15.00 per section
- 6’ & 8’ Tables:
  - with linen only $8.00 each
  - with linen & skirting $15.00 each
- Exhibit Booths quoted upon request

**MISCELLANEOUS**

- AV Cart $25.00
- 6-Outlet Power Strip $10.00
- Extension Cord $10.00
- Wireless Internet Connection no charge
- Additional Connections $10.00 each
- Pipe & Drape $8.00 per foot
- Special Color Napkins $15.00 per 100 (must be purchased in lots of 100)
- Early Access Fee $25.00 per hour (2 hour minimum)
- Classroom/Crescent Rounds $1.50 per person**

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*All prices are listed per item, per day.
*Prices do not include 20% gratuity and applicable taxes.
*Prices subject to change without notice.
*Quantities are limited. Please check for availability.
**Includes pads, pens and candy.

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401 W. Summit Hill Drive, Knoxville, TN 37902 • P: (865) 522-2600 • www.crowneknox.com