

FIRST ADDENDUM TO HOTEL CONVENTION AGREEMENT  
California Municipal Treasurers Association  
Monday, April 15, 2013 to Friday, April 19, 2013

This FIRST ADDENDUM TO HOTEL CONVENTION AGREEMENT (hereafter, the "First Addendum") is made and entered into as of Tuesday, November 29, 2011 by and between California Municipal Treasurers Association (the "Organization") and Disney Destinations, LLC dba Disney Resort Destinations ("Disney"). All capitalized terms not otherwise defined shall have the same meanings as set forth in that certain HOTEL CONVENTION AGREEMENT by and between the Organization and Disney, dated as of Friday, May 29, 2009 (along with all amendments, agenda, exhibits and attachments thereto, the "Master Agreement").

1. GUEST ROOMS. The "GUEST ROOMS" section of the Master Agreement is hereby deleted in its entirety and replaced with the following:

At the Organization's request, Disney is holding the following guest rooms and suites, if listed, for the Event (individually, a "Guest Room," and collectively, the "Guest Room Block") at the Hotel(s) listed below:

Property	Room Type	4/15	4/16	4/17	4/18	Total
		Mon	Tue	Wed	Thu	
Disney's Paradise Pier® Hotel	Standard Room	13	98	123	98	332
	One Bedroom Paradise Suite	2	2	2	2	8
	Total	15	100	125	100	340

2. GUEST ROOM RATES. The "GUEST ROOM RATES" section of the Master Agreement is hereby deleted in its entirety and replaced with the following:

The rates for the Guest Room Block (the "Group Room Rates") are:

Property	Room Type	Occupancy	Rate per night
Disney's Paradise Pier® Hotel	Standard Rooms	Single -- Quad	\$145.00

Overnight Hotel Guests are subject to a self-parking fee, is set at Fifteen Dollars (\$15.00) per night (up to 2 cars) and Valet Parking is set at Twenty-Two Dollars (\$22.00) with in/out privileges.

The Group Room Rates are subject to applicable City of Anaheim occupancy taxes, currently fifteen percent (15%), and a two percent (2%) ATID assessment. Prevailing rates may apply after the specified Cut-Off Date.

3. COMPLIMENTARY SUITES. The "COMPLIMENTARY SUITES" section of the Master Agreement is hereby deleted in its entirety and replaced with the following:

Disney will provide the Organization two (2) complimentary suites as follows:

Suite(s) Type	Arrival Date	Departure Date
One Bedroom Paradise Suite (2)	Monday, April 15, 2013	Friday, April 19, 2013

4. The "RESORT FEE" section of the Master Agreement is here by deleted.  
5. HOTEL GUEST SERVICES is hereby added to the Master Agreement.

Hotel Guests shall be entitled to the following items on a complimentary basis: (i) unlimited local telephone service (as defined by the applicable telephone service provider); (ii) free access telephone connections (i.e., "800" numbers); (iii) unlimited use of the fitness center; and (iv) unlimited access to high speed and wireless internet in the Guest Room.

6. ATTRITION OF ROOM NIGHTS. The "ATTRITION OF ROOM NIGHTS" section of the Master Agreement is hereby deleted in its entirety and replaced with the following:

Prior to March 25, 2013, the Organization may reduce the number of room nights in the Guest Room Block by up to a total of ten percent (10%), without charge. The Organization agrees that reservations will be made for all of the room nights in the Guest Room Block and the Organization will be responsible for all unused room nights in the Guest Room Block (including, without limitation, pursuant to any cancelled reservations), except to the extent the Organization reduces the Guest Room Block without charge as provided in this Paragraph. If the Organization has reserved function space for the Event, Disney has the right, in its reasonable discretion, to reduce the reserved function space by an amount corresponding to the Organization's reduction in the Guest Room Block (that is, by that total percentage by which the Organization has reduced the Guest Room Block).

7. ATTRITION FEE. The "ATTRITION FEE" section of the Master Agreement is hereby deleted in its entirety and replaced with the following:

On the Cut-Off Date, Disney will place any unreserved room nights from the Guest Room Block back into Disney's Inventory for resale. In addition, if any reservations for room nights within the Guest Room Block are cancelled after the Cut-Off Date, Disney will also place those room nights back into Disney's inventory for resale. Disney will attempt to resell these room nights after all other available rooms at the applicable Hotel(s) have been sold.

If these room nights from the Guest Room Block are not resold, the Organization agrees that the damages Disney would suffer from the loss of room and other ancillary revenue would be substantial, but cannot be readily ascertained at this time. Accordingly, the Organization agrees to pay to Disney, as liquidated damages and not as a penalty, a room attrition fee (Room Attrition Fee) equal to eighty percent (80%) of the Organization applicable Group Room Rate, plus applicable taxes, for each of these room nights that Disney determines is not resold after all other available rooms at the applicable Hotel(s) have been sold. Any Room Attrition Fee will be charged to the Organization's master account. The Organization acknowledges and agrees that this Room Attrition Fee is fair and reasonable based on the circumstances existing on the date of this Agreement.

8. MEETING AGENDA. The "MEETING AGENDA" section of the Master Agreement is hereby deleted in its entirety and replaced with the following:

The meeting agenda below outlines the function space currently reserved for the Event. Banquet Event Orders containing further details and costs for each function shall be established between the Organization and Disney's Catering & Convention Services Manager and must be signed by the Organization at least twenty (20) days prior to the Event. The Organization agrees to provide Disney, at least forty-five (45) days prior to the Event, with all the information Disney needs to prepare Banquet Event Orders for each function of the Event. If the Organization desires additional function space, the Organization must contact Disney to check availability and pricing. Disney reserves the right to determine the specific function space to be assigned to the Organization (after consulting with the Organization) and the right to substitute function space so long as the substitute space adequately accommodates the Organization's function requirements. If the Guest Room Block is reduced, Disney may proportionately reduce the amount of function space reserved for the Organization in Disney's reasonable discretion. Disney will, at any time and in Disney's reasonable discretion, substitute Organization's function location with another location within the *Disneyland*® Resort that Disney believes will adequately accommodate Organization's function requirements without any liability or responsibility to Organization for such function relocation, if any, pursuant hereunder. If the Organization has planned a Park event, please note that Park hours are subject to change. Pending Park hours and Special Events venue availability; Disney will work with the Organization to provide them with a Park experience that begins 1 1/2 hours - 2 hours after the Park closes. Should a Special Events venue in the Park be available during the Event, Disney will make every effort to provide the Organization with usage of such venue.

Time	Function	Set-Up	Attendance	Meeting Room
<b>Tuesday, April 16, 2013</b>				
7:00 AM - 10:00 PM 24 Hour Hold	Office	Office		Monterey
8:00 AM - 5:00 PM	Meeting/Working Lunch/Board Meeting	Hollow Square	25	Oceanside
10:00 AM to 10:00 PM	Storage	Existing		Sea Breeze
3:00 PM - 11:00 AM 24 Hour Hold	Exhibitor Move-In	Table Top Exhibits	20-25	Pacific Ballroom Foyer
6:00 PM - 7:30 PM	Reception	Existing		Suite
<b>Wednesday, April 17, 2013</b>				
7:00 AM - 10:00 PM 24 Hour Hold	Office	Office	3	Monterey
7:30 AM - 9:00 AM	Continental Breakfast/ Table Top Exhibits	Rounds of 10	35	Pacific Ballroom CD & Foyer
7:30 AM - 5:00 PM 24 Hour Hold	Registration	Existing		Sea Breeze Room
8:00 AM - 5:00 PM 24 Hour Hold	Exhibits Open	Existing	150	Pacific Ballroom Foyer
8:00 AM - 12:00 AM	Meeting Workshop	Schoolroom Technical 18" tables	25	Pacific Ballroom A
9:00 AM to 10:00 PM	Storage	Existing		Sea Breeze
10:15 AM - 10:35 AM	Refreshment Break/Table Top Exhibits		35	Pacific CD and Pacific Foyer
12:00 PM - 1:45 PM	Open Key Note Luncheon	Rounds of 8	125	Pacific Ballroom B
2:00 PM - 5:00 PM	General Session Opening	Schoolroom 18" Tables	180	Pacific Ballroom A
3:00 PM - 3:30 PM	Refreshment Break		150	Pacific CD and Foyer
5:30 PM - 6:30 PM	Reception	Scattered Cocktail Tables and Chairs	150	Pier Side Pavilion
<b>Thursday, April 18, 2013</b>				
7:00 AM - 10:00 PM 24 Hour Hold	Office	Office	3	Monterey
7:30 AM - 8:45 AM	Business Session & Breakfast	Rounds of 8	110	Crystal Cove
7:30 AM - 5:00 PM 24 Hour Hold	Registration	Existing		Sea Breeze Room
8:00 AM - 3:15 PM	Exhibits Open	Table Top Displays	20-25	Pacific Ballroom Foyer
8:45 AM - 5:00 PM	General Session	Schoolroom	180	Pacific Ballroom AB
9:40 AM - 10:00 AM	Refreshment Break / Exhibits		150	Pacific Ballroom CD and Foyer
10:00 AM - 10:00 PM	Storage	Existing		Sea Breeze
12:00 PM - 1:45 PM	Luncheon	Rounds of 8	128	Crystal Cove
3:00 PM - 3:15 PM	Refreshment Break/ Visit with Exhibitors	Existing	100	Pacific Ballroom CD and Foyer

3:15 PM -- 4:00 PM	Exhibit Move-Out	Existing		Pacific Ballroom Foyer
4:00 PM -- 5:00 PM	Nuts & Bolts Session	Theatre	120	Pacific Ballroom CD
6:00 PM -- 7:00 PM	Reception	Scattered Cocktail Tables and Chairs	125	Pier Side Pavilion

**Friday, April 19, 2013**

7:00 AM - 5:00 PM	Office	Office	3	Monterey
8:00 AM - 9:00 AM	Board of Directors Meeting	U Shape	21	Oceanside
8:00 AM -- 10:00 PM	Registration	Existing		Sea Breeze Room
8:00 AM -- 10:00 AM	Breakfast Buffet	Rounds of 8	80	Crystal Cove
9:00 AM -- 12:00 PM	General Session	Crescent Rounds	96	Pacific Ballroom A
10:00 AM -- 12:00 PM	Storage	Existing		Sea Breeze Room

9. FOOD AND BEVERAGE MINIMUM. The "FOOD AND BEVERAGE MINIMUM" section of the Master Agreement is hereby deleted in its entirety and replaced with the following:

The Organization guarantees that catered food and beverage expenditures on its group master account will be a minimum of Twenty Seven Thousand Dollars (\$27,000.00), (excluding tax and service charge) ("Guarantee"). If the Organization's total expenditures for catered food and beverage with the Hotel does not meet the minimum for any reason, including without limitation, due to cancellation of the Event, the Organization will pay Disney the difference to meet the Guarantee.

The California State Board of Equalization has notified us that our sales tax has been reduced to 7.75% effective July 1, 2011. This tax is applied to all taxable services and products including but not limited to food and beverage, audio visual and engineering services.

The current service charge tax of 21% will increase to 22% effective August 28, 2011. Service charges are also subject to applicable sales taxes.

Except as amended herein, all of the terms and conditions in the Master Agreement shall remain in full force and effect, and this First Addendum shall be deemed to be part of, and shall remain subject to, the terms, conditions, provisions and restrictions of the Master Agreement. Notwithstanding the foregoing, in the event of any discrepancy between this First Addendum and the Master Agreement with respect to the subject matter hereof, the terms of this First Addendum shall control.

This First Addendum may be modified and/or amended only in writing, and signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this First Addendum to be duly executed and effective as of the day and year first above written.

Disney Destinations, LLC dba Disney Resort Destinations  
"Disney"

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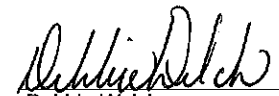
By: \_\_\_\_\_  
Name: Laura Fitzgerald  
Title: Senior Sales Manager

By: \_\_\_\_\_  
Name: Gregg Haniford  
Title: Resort & Park Event Sales Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

California Municipal Treasurers Association

By:   
Name: Debbie Welch  
Title: Liaison  
Date: November 29, 2011

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