

**AMENDMENT No. 13**  
**to**  
**STATEMENT OF WORK**

This AMENDMENT No. 13 (“Amendment”), effective as of November 4, 2024, hereby amends that certain Statement of Work dated as of February 1, 2022, (“SOW”) by and between [REDACTED] (“[REDACTED]”) and Octagon, Inc. (“Octagon”) under that certain Master Agency Services Agreement dated as of April 21, 2010 by and between Octagon, among other Interpublic Group of Company agencies, an [REDACTED] (the “Agreement”).

W I T N E S S E T H:

WHEREAS, [REDACTED] and Octagon have entered into the SOW, as amended; and

WHEREAS, [REDACTED] and Octagon wish to modify certain terms as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Amendment, the parties hereby agree as follows:

1. **DEFINITIONS:** Unless otherwise defined in this Amendment, capitalized terms used, but not defined, shall have the same meanings assigned to such terms in the Agreement.
2. **TERM:** Section 1 of the SOW is hereby amended to state that with respect to the services set forth in this Amendment 13, the SOW shall remain in full force and effect until such services have been completed by Octagon.
3. **SERVICES:** Section 2 of the SOW is hereby amended to add the following additional Services:

xvi. THD Orange Apron Media Group NCAA March Madness Elite Eight  
Customer Hosting Program in Atlanta, GA (3/29/25-3/31/25)

The above-mentioned categories are described in further detail below to exhibit the full Services and management capabilities to be provided to [REDACTED] by Octagon:

- i. Provide onsite hospitality support
- ii. Manage overall program logistics:
  1. Source and manage host hotel for guest accommodations, hospitality lounge meeting space and staff office as needed
  2. Conduct site visit for logistics coordination and layout as needed
  3. Book flights for 8 guests via preferred [REDACTED] booking tool
  4. Create, distribute, and manage guest communications such as “save the date,” invitation, online registration platform, and itineraries (as needed)

5. Manage hotel bookings once contracts are secured by Octagon

6. Coordinate in-market ground transportation such as airport transfers and group transfers (as needed)

7. Secure and coordinate ancillary programming

8. Coordinate and manage all group meals, including welcome dinner execution

9. Source and distribute event gifts

10. Source, manage, contract on behalf of [REDACTED] with third party vendors as needed, such as event supply & logistics, and merchandise

11. Source and manage onsite branding elements, signage, and décor (as needed)

12. Support guest travel logistics

13. Source and manage talent contracts for appearances

iii. Manage and reconcile Program budget of [REDACTED]

iv. Provide post-event recap
4.

**FEES:** Section 3 of the SOW is hereby revised to add that in addition to the Fee Amounts and Fee Billing schedule set forth in the SOW, in Year Three, [REDACTED] agrees to pay Octagon an incremental fixed and non-reconcilable amount of [REDACTED], payable in monthly installments of [REDACTED] and earned evenly over the SOW Term of November 2024 through May 2025.

Year Three -

Month	Total
November 2024	[REDACTED]
December 2024	[REDACTED]
January 2025	[REDACTED]
February 2025	[REDACTED]
March 2025	[REDACTED]
April 2025	[REDACTED]
May 2025	[REDACTED]
GRAND TOTAL	[REDACTED]

5.

**PROGRAM EXPENSES:** Section 5 of the SOW is hereby amended to add [REDACTED] to the Advances to be applied towards [REDACTED] costs incurred by Agency in performing the Services.
6.

**EMPLOYEES:** Section 8 of the SOW is hereby amended to add the following incremental staff for Year Three:

Year 3 – (November 2024 – January 2025)

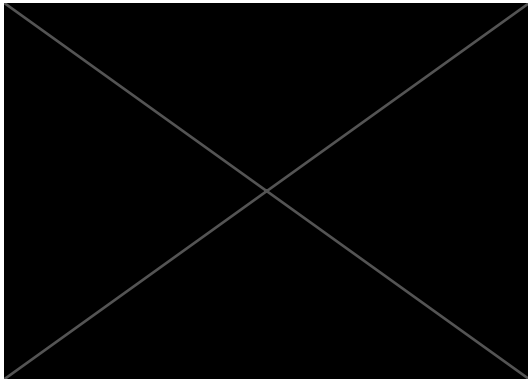
Employee	Level	FTE	Months	Hours	Rate	Total
Catherine Jones	VP	10	6	90	[REDACTED]	[REDACTED]

TBD	AM	41%	7	427.5				
TBD	SAE	51%	5	540				
GRAND TOTAL								

**7. AFFIRMATION OF THE DOCUMENTS:** Except as amended herein, the SOW is hereby ratified and affirmed.

**8. ENTIRE AGREEMENT:** This Amendment constitutes the full understanding between the parties with respect to the subject matter hereof and may not be changed or modified, without the prior written consent of both parties. This Amendment supersedes any and all other agreements and understandings, whether written or oral, between the parties with respect to the subject matter of this Amendment, including any prior course of dealing or usage of trade, all prior or contemporaneous oral agreements between the parties and all prior written agreements between the parties with respect to the subject matter of this Amendment. The parties agree that the terms and conditions contained herein shall be kept strictly confidential and not disclosed to any third parties, except as required by law. To the extent of any conflicts between this Amendment and the SOW, the terms and conditions of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 13 to be executed by their duly Authorized Representatives.



OCTAGON INC

Signed by:

Matt Chelap

By: \_\_\_\_\_

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Matt Chelap

Printed: \_\_\_\_\_

Vice President

Title: \_\_\_\_\_

11/22/2024

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