



JPB
3/30/07

Sheraton Cincinnati North HOTEL

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Letter of Agreement between Sheraton Cincinnati North Hotel and Greater Cincinnati Aquarium Society

CONTACT INFORMATION:

Account: Greater Cincinnati Aquarium Society
Post As: American Cichlid Association Annual National Convention
Contact: Mr. Phil Benes
Address: 2975 Old Oxford Road
Hamilton, OH 45013
Phone: (513) 300-5598
Phone (W): (513) 587-2804
Fax: (513) 587-2828
E-Mail: pbenes@cinci.rr.com

RE: ACA 2009 Annual National Convention
EVENT DATES: July 27 - August 1, 2009

American Cichlid Association and Sheraton Cincinnati North Hotel agree as follows:

These arrangements will be a definite commitment upon signing of this agreement (the "Contract") by both parties.

However, between now and March 28, 2007 unless both parties have agreed upon and fully executed this Contract, should another customer request the function space and be in a position to sign an agreement immediately with Hotel, we will advise You, and You will have three (3) business days to sign this Contract and confirm the arrangements on a definite basis or Hotel may at its option enter into an agreement with another customer.

If this Contract is not fully executed by March 28, 2007 the function space, sleeping rooms or any other accommodations held pursuant to this contract may be automatically released.

GUEST ROOM COURTESY BLOCK AT SHERATON:

| | Wed 7/29 | Thu 7/30 | Fri 7/31 | Sat 8/01 | Sun 8/02 | TOTAL |
|--------------|----------|----------|----------|----------|----------|-------|
| Run of House | 50 | 105 | 135 | 135 | 30 | 455 |

GUEST ROOM COURTESY BLOCK AT HAMILTON HOTEL:

| | Wed 7/29 | Thu 7/30 | Fri 7/31 | Sat 8/01 | Sun 8/02 | TOTAL |
|--------------|----------|----------|----------|----------|----------|-------|
| Run of House | 40 | 75 | 75 | 75 | 30 | 295 |

GUEST ROOM RATES FOR SHERATON:

| Room | Single Rate | Double Rate |
|--------------|-------------|-------------|
| Run of House | 105 | 105 |

GUEST ROOM RATES FOR HAMILTON HOTEL:

| Room | Single Rate | Double Rate |
|--------------|-------------|-------------|
| Run of House | 92 | 92 |

Each additional adult in same room is an additional \$5.00 per night. Children under 18 stay free in same room with adult(s). Rates are quoted exclusive of applicable state and local taxes, currently totaling 16%. However, tax rates are subject to change without notice.

These guestroom rates will be offered 3 days prior and 3 days after the meeting dates indicated above, subject to availability of guest rooms at the time of reservation.

HAMILTON HOTEL QUALITY ASSURANCE:

This agreement is signed with the understanding that within 30 days of the Hamilton Hotel opening for business the group will inspect the Hamilton Hotel and should they be dissatisfied with the finished product and should they deem that the Hamilton Hotel does not meet the standard of property that has been projected by Sage Management Group then group may cancel this contract without any cancellation fee.

WATER PARK CONSTRUCTION:

This agreement is signed with the understanding that a Water Park is to be built between the Sheraton and Hamilton Hotels by Sage Management Group. Should the Water Park not be completed and open by July 1, 2008 hotel agrees that group may cancel this contract without penalty.

WATER RESORT DISCOUNTED ACCESS:

The estimated opening date for CoCo Key Indoor Water Resort is currently November 2007. The rates outlined above do not include Water Resort access for overnight guests of the Sheraton and Hamilton Hotels. Discounted Water Resort passes will be available to your overnight attendees for 25% off general admission.

COMMISSIONABLE RATE:

Final, net group guest room rates shall be commissionable to HelmsBriscoe as agent of record. Commissions shall be paid at the rate of ten percent (10%) of the final, net guest room rate for all rooms actually used in the room block and paid for by Group or its attendees over the meeting dates. Commission will not be paid on complimentary, staff rooms or other special rated rooms. Commission will be calculated on the room rate less any applicable rebate and taxes. Should the agent of record change, Hotel will not pay any additional commission. Hotel will not pay commission on rooms that are used by your attendees that are not reserved as part of the Guest Room Accommodation block. Commissions shall be paid to HelmsBriscoe no later than thirty (30) days after the payment in full of the Master Account. No commissions will be paid on cancellation fees or attrition fees collected under the Cancellation or Attrition clauses below.

REBATES:

These room rates reflect a rebate payable to Group of \$10.00 for each occupied room night and paid for at the full guestroom rate to help offset the cost of Group are providing to ACA attendees. Payment or credit for any rebate shall only be made after satisfactory settlement of the Master Account and shall only apply to those room nights paid for at the attendee specified rate.

COMP ROOM AGREEMENT:

The Sheraton Cincinnati North and the Hamilton Hotel agree to provide one (1) complimentary traditional room night for every 40 paid room nights. Please note: Earned comp nights may not be applied as cash credit to a master account, and have no cash value.

CUT-OFF DATE:

The cut-off date for accepting reservations into this room block is July 6, 2009. Reservations requests received after 5:00pm Cincinnati time on the cut-off date will be accepted on a space and rate availability basis.

COMPLIMENTARY PRESIDENTIAL SUITE:

The Sheraton Cincinnati North agrees to provide our exclusive Presidential Suite located on the 14th floor on a complimentary basis. This room is offered checking in Monday, July 27, 2009, checking out Monday, August 3, 2009 for a total of seven (7) room nights.

Registered guests of the Sheraton Club Floors (12th and 14th) enjoy a continental breakfast and evening hors d'oeuvres with beverages Monday-Friday in our private Club Lounge.

CLUB FLOOR ROOMS:

If attendees would like to book Club Floor rooms, they may do so at the Best Available Rate offered at the time of booking. These reservations requests will be accepted on a space and rate availability basis.

CHECK-IN / CHECK-OUT TIMES:

The hotel's check-in time is by 3:00pm eastern time, with checkout by 12:00pm eastern time. The hotel allows for early check-in if the requested room type is available. However, early check-in may not be guaranteed. The hotel will provide a secure baggage check area for early arrivals and late departures when their room is not available early and/or late. The hotel reserves the right to charge a late checkout fee to individuals who have not been approved by the front office manager for an extended checkout time.

NO WALK POLICY:

It is the intention of the Sheraton Cincinnati North Hotel to never walk one of our customers with a guaranteed reservation. An upgrade at the group rate would be offered to the guest before walking to another property. However, in the event that a guest must be walked, hotel agrees to compensate said person walked no less than 1 night room rate and phone call and to provide complimentary transportation to a nearby hotel of similar standards.

GUEST ROOM DAMAGE:

Group has made hotel aware that individuals will be utilizing aquariums in their individual sleeping rooms and that it is the responsibility of the hotel to have each person undertaking such operations to sign a notice of responsibility for any damages caused by such actions. Overnight guests will be asked to sign a Hotel damage waiver at check-in.

METHOD OF GUESTROOM RESERVATIONS:

Individuals may call our Toll-Free Reservations number of (888) 627-7176, 24 hours a day and request the ACA Annual National Convention block prior to the above cut-off date.

Individuals may also create reservations via the ACA Annual National Convention customized website, 24 hours a day prior to the above cut-off date: This URL will be created and forwarded at least six (6) months prior to the convention.

METHOD OF GUEST ROOM PAYMENT:

Individual attendees will be responsible for their own guest room, tax and incidental charges on departure.

When individuals are responsible for own charges a firm credit card guarantee or a deposit equal to one night's stay is required to hold each individual's reservation. Such deposit shall serve to confirm the reservation for the date(s) indicated, and, upon check-in, shall be applied to the first night of the reserved stay. These deposits paid by individuals are refundable if notice is received at least seventy-two (72) hours prior to arrival and a cancellation number is obtained. All deposits shall be charged at the time the reservation is made. The hotel does not accept non-guaranteed reservations.

COMPLIMENTARY CONVENTION HOSPITALITY:

We will provide a complimentary Convention Hospitality Space located at the Hamilton Hotel, accessible on Wednesday (7/29) and in use by the group through Saturday (8/01) evening. Hours for events hosted in the hospitality space will be 10:00am to 1:00am daily.

DISCOUNTED HAMILTON HOTEL FAMILY SUITE:

We will provide one (1) Family Suite located at the Hamilton Hotel for total of three (3) nights at a discounted rate of \$49 per night plus tax. This room is anticipated to be used as an after-hours hospitality room for a small group of people and is not conducive to a large hospitality.

HOSPITALITY FOOD AND BEVERAGE:

If food and beverage (including keg beer) is purchased through the Sheraton, the Hotel staff will take responsibility for storage of kegs and set-up and tear-down of hospitality events. The Sheraton will offer a discounted price of \$130.00 inclusive of tax and service charge per keg with a minimum of five (5) kegs to be purchased resulting in a minimum of \$650.00 inclusive of tax and service charge.

Should the Group provide their own keg beer it will be subject to a \$75.00 per keg corkage fee with a minimum of 5 kegs to be tapped. The minimum corkage fee of \$375.00 plus a 20% service charge will apply. Shortfall of this revenue will be charged to the Master Account.

FUNCTION SPACE/SCHEDULE OF EVENTS:

This Contract applies to the following events and function space for the 2009 Annual National Convention:

Pre-Conference Meeting time and date to be established.

| Date | Start Time | End Time | Function | Room | Setup | Ag |
|-----------|------------|----------|--------------------------|-------------------------|------------|-----|
| 7/27/2009 | | | Registration / Storage | Terrace Salons | TBD | |
| Monday | | | Convention "Show Room" | Patriot Ballroom | 18" Tables | TBD |
| | | | Guy Jordan, Rental Room | South Salons A, B, C, D | 18" Tables | TBD |
| | | | | | | |
| 7/28/2009 | | | Registration / Storage | Terrace Salons | TBD | |
| Tuesday | | | Convention "Show Room" | Patriot Ballroom | 18" Tables | TBD |
| | | | Guy Jordan, Rental Room | South Salons A, B, C, D | 18" Tables | TBD |
| | | | | | | |
| 7/29/2009 | | | Registration / Storage | Terrace Salons | TBD | |
| Wednesday | | | Convention "Show Room" | Patriot Ballroom | 18" Tables | TBD |
| | | | Vendor Room | North Salons E, F,G, H | Table Tops | TBD |
| | | | Guy Jordan, Rental Room | South Salons A, B, C, D | 18" Tables | TBD |
| | | | | | | |
| 7/30/2009 | | | Registration / Storage | Terrace Salons | TBD | |
| Thursday | | | Convention "Show Room" | Patriot Ballroom | 18" Tables | TBD |
| | | | Vendor Room | North Salons E, F,G, H | Table Tops | TBD |
| | | | Guy Jordan, Rental Room | South Salons A, B, C, D | 18" Tables | TBD |
| | 12:00 PM | 6:00 PM | Board Meeting with Lunch | Espressos | Conference | 25 |
| | 5:00 PM | 1:00 AM | Workshop | Center Grand Ballroom | Theater | 250 |
| | | | | | | |
| 7/31/2009 | | | Registration / Storage | Terrace Salons | TBD | |
| Friday | | | Convention "Show Room" | Patriot Ballroom | 18" Tables | TBD |
| | | | Vendor Room | North Salons E, F,G, H | Table Tops | TBD |
| | | | Guy Jordan, Rental Room | South Salons A, B, C, D | 18" Tables | TBD |
| | 5:00 PM | 1:00 AM | Workshop | Center Grand Ballroom | Theater | 250 |
| | | | | | | |
| 8/01/2009 | | | Registration / Storage | Terrace Salons | TBD | |
| Saturday | | | Convention "Show Room" | Patriot Ballroom | 18" Tables | TBD |
| | | | Vendor Room | North Salons E, F,G, H | Table Tops | TBD |
| | | | Guy Jordan, Rental Room | South Salons A, B, C, D | 18" Tables | TBD |

| | | | | | | |
|------------------|----------|----------|-------------------------|-------------------------|------------|-----|
| | 8:00 AM | 5:00 PM | Workshop | Center Grand Ballroom | Theater | 250 |
| | 7:00 PM | 10:00 PM | Dinner Banquet | Center Grand Ballroom | Rounds | 200 |
| 8/02/2009 | 12:00 AM | 5:00 PM | Registration / Storage | Terrace Salons | TBD | |
| Sunday | 12:00 AM | 10:00 PM | Convention "Show Room" | Patriot Ballroom | 18" Tables | TBD |
| | 12:00 AM | 5:00 PM | Guy Jordan, Rental Room | South Salons A, B, C, D | 18" Tables | TBD |
| | 8:00 AM | 11:59 PM | Workshop (Auction) | North Salons E, F,G, H | Theater | 250 |
| | 8:00 AM | 11:59 PM | Workshop (Auction) | Center Grand Ballroom | Theater | 250 |

Hotel agrees that following the final event a member of the hotel management staff will survey the hotel meeting space with a member of the group's management staff and an accounting will be made of any damages. Should Hotel fail to conduct this survey group will not be responsible for any later claims of damage.

EVENT SPACE AGREEMENT:

Based on your anticipated guest room usage and food and beverage events for the 2009 National Annual Convention, we have made the following concession...

We have waived the room rental for each of your events. This concession is based on the information provided for this proposal and your group picking up at least 85% of the total contracted room block.

Additional space, if requested at the Hotel, will incur additional rental charges. Space assignments are tentatively assigned but subject to change. Hotel agrees that it will notify group if any changes are made to the above referenced space. Hotel agrees that it will not move any function to a space smaller than any space listed on this agreement without agreement from the group.

FINAL ATTENDANCE GUARANTEE & EVENT DETAILS:

To ensure a quality experience for all of your attendees, we will send you Banquet Event Orders ("BEO's") confirming the estimated number of attendees, menu, room set up and other details of your event. We ask that you make any corrections and sign and return the BEOs no later than two weeks prior to each Annual General Meeting. If you do not return the BEOs by that date, you agree that all information in the BEOs is correct. We ask for a final guarantee of the number of attendees no later than three business days prior to each Annual General Meeting. Please note that once the guarantee has been provided, the numbers may increase but not decrease

If the guarantee is not received, the number of persons indicated in the BEO will become the guarantee. The terms, conditions and guarantees of the BEO signed by you supersede and amend any previously contracted minimum revenue if the BEO increases the minimum provided for in this Contract.

MINIMUM FOOD AND BEVERAGE REVENUE GUARANTEE:

Hotel is relying on, and you agree to provide, a minimum of \$4,500.00 food and beverage and/or banquet revenue during the Saturday evening banquet non inclusive of tax, gratuity or service charge.

Should you fall below this amount, you will be responsible for the difference between the amount of revenue achieved and the Minimum Revenue Guarantee for the National Annual Convention.

FOOD & BEVERAGE POLICIES:

Due to licensing requirements and quality control issues, all food and beverage, except Convention Hospitality beer as noted above, to be served on the Hotel property must be supplied and prepared by the Hotel. All hotel food and beverage prices are subject to a 20% service charge and a 6% state tax (subject to change without notice). Please note that the service charge is taxable.

GUEST ROOM ATTRITION AGREEMENT:

Group agrees to provide a minimum dollar amount of guestroom revenue which shall be equal to the number of guestroom nights set forth in the Guest Room Accommodation chart times Group's average guest room rate, not including tax (the "Minimum Revenue"). If Group holds its meeting as agreed, Hotel will waive its right to seek damages for Group's failure to achieve the Minimum Revenue if Group achieves at least 85% of the stated Minimum Revenue. Should Group fall below this amount, Group will be responsible for the difference between the amount of revenue achieved and the Minimum Guarantee.

Hotel agrees that no attrition will be charged for any night of the conference that hotel in question is at 100% or above occupancy.

CONVENTION PLANNING MEETING:

Hotel will provide one (1) complimentary meeting room, based on availability, at either the Sheraton or Hamilton Hotels for the Convention Planning Committee. This meeting is estimated to take place two (2) months prior to Convention.

BILLING ARRANGEMENTS:

A master account will be set up for Group covering its charges (the "Master Account"). The estimated amount of the Master Account must be paid in advance [in accordance with the deposit schedule set forth below] unless direct billing has been established. Direct billing requests will be reviewed in accordance with Hotel's normal approval process. Should Hotel determine after establishing direct billing or a deposit schedule that your credit status has changed, Hotel will have the option to require payment of all estimated Master Account charges no later than fourteen (14) days before arrival.

Group shall review all charges, on a daily basis (meeting time and place to be established at Pre-Conference meeting) billed to the Master Account to ensure accurate billing. Payment of all direct billing must be made within thirty (30) days of receipt of a reconciled invoice from Hotel. In the event any charges are disputed, Group must notify hotel of such disputes within five business days or disputes will be considered waived. All undisputed charges will be paid within thirty (30) days, and if not paid within 30 days will be subject to interest accruing at the rate of 1 ½ % per month until paid.

Payment of all direct billing must be made within thirty (30) days of receipt of a reconciled invoice from Hotel. In the event any charges are disputed, Group must notify hotel of such disputes within five business days or disputes will be considered waived. All undisputed charges will be paid within thirty (30) days, and if not paid within 30 days will be subject to interest accruing at the rate of 1 ½ % per month from the date of departure.

ADVANCE PAYMENT SCHEDULE:

If Direct Bill is not approved, a deposit of \$2,000.00 will be due by April 27, 2007, to secure the event space. The estimated remaining balance of the Saturday night banquet will be due with the final minimum guarantee, three business days prior to your event.

CANCELLATION OF EVENTS:

Hotel estimates that the Minimum Revenue it will receive from the National Annual Convention if it is held as agreed pursuant to this Contract is as follows.

| | |
|-----------------------------|---|
| Minimum Guest Room Revenue: | \$67,415.00 (This amount does not include \$10 rebate per room night) |
| Minimum Banquet Revenue: | \$ 4,500.00 |
| Minimum Rental Revenue: | \$ 0.00 |

Total Estimated Minimum Revenue: \$71,915.00

If Group elects to cancel this event for any reason other than a termination for cause or force majeure, Group agrees to provide written notice to Hotel accompanied by the payment indicated in the following scale:

| | |
|--|-------------|
| From date of Contract signing to April 27, 2007 | no charge |
| From April 28, 2007 to 540 days prior to arrival | \$ 3,650.00 |
| From 359 days to 539 days prior to arrival date | \$18,025.00 |
| From 240 days to 358 days prior to arrival date | \$32,385.00 |
| From 179 days to 239 days prior to arrival date | \$46,700.00 |
| From 57 days to 117 days prior to arrival date | \$61,050.00 |
| From 56 days or less prior to arrival date | \$71,915.00 |

If such payment does not accompany the Group's cancellation notice, the amount owed by the Group shall be determined in accordance with the scale above by using the date the payment is actually made by Group to Hotel, rather than the date Group provided written notice to Hotel. The option to cancel is agreed by the parties to constitute the exercise of a contractual option and not a default. The parties further agree that the amounts set forth above are reasonable estimates of the losses that would be incurred by Hotel and include consideration of the possibility of Hotel's ability to mitigate its losses through resale. If group should cancel hotel agrees that all revenues procured by hotel during the dates of

conference will be credited towards the groups cancellation fee until such fee is met. Group will be reimbursed such credit within 30 days of the end of proposed conference dates. If hotel elects to cancel this event for any reason other than a termination for cause or force majeure, Hotel agrees to provide written notice to Group accompanied by the payment indicated above

FORCE MAJUERE:

The performance of this Agreement by either party is subject to acts of God, government authority, disaster, strikes, civil disorders, or other emergencies, any of which make it illegal or impossible to provide the facilities and/or services for your meeting. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

SIGNATURE:

This contract constitutes the entire agreement between the parties and may not be amended or changed unless done so in a writing signed by Hotel and Group. The undersigned represent that they are authorized to sign and enter into this contract.

Notice may be sent via facsimile transmission and will be considered effective as of the date and time of the facsimile confirmation of transmission.

On Behalf of:

**Greater Cincinnati Aquarium Society
Mr. Phil Benes**




Authorized Signature

3/27/07

Date

On Behalf of:

**Sheraton Cincinnati North Hotel
Gretchen Battson
Sales Manager**



Revised March 22, 2007

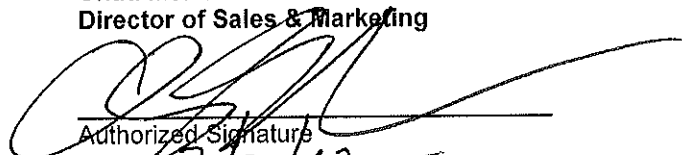
**Sheraton Cincinnati North Hotel
Rebecca Vetter
Convention Services Manager**



Authorized Signature

Date

**Sheraton Cincinnati North Hotel
Chad McMakin
Director of Sales & Marketing**



Authorized Signature

3/31/07

Date