



This is a Letter of Agreement ("Agreement") between The Institute of Electrical and Electronics Engineers, Incorporated on Behalf of the 2009 IEEE Joint ICOPS/SOFE Conference ("Group") and Omni San Diego Hotel ("Hotel") dated Friday, December 30, 2005

Group:

IEEE  
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Hotel:

Omni San Diego Hotel  
Dave Matta  
Sales Manager  
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IEEE CONTRACT ADMINISTRATION  
445 HOES LANE  
PISCATAWAY, NJ 08855  
+1 732.562.5396  
contracts@ieee.org

Program: 2009 IEEE Joint ICOPS/SOFE Conference  
Dates: Saturday, May, 30, 2009 - Friday, June 5, 2009  
The Group and Hotel agree as follows:

This agreement is made this 28<sup>th</sup> day of December, 2005 by and between the Institute of Electrical and Electronics Engineers Incorporated, a New York not-for-profit corporation ("IEEE"), on behalf of 2009 IEEE Joint ICOPS/SOFE Conference Committee (hereinafter referred to as the "Group") and Omni San Diego Hotel (the "Hotel") located at 675 L Street, San Diego, CA 92101.

All references herein to the IEEE Organizational Unit/Conference Committee include specifically authorized representatives. IEEE will provide a list to the Hotel of the representatives authorized to act on behalf of the 2009 IEEE Joint ICOPS/SOFE Conference Committee; The Hotel should not accept instructions from any other persons.

By signing and returning the enclosed copy of this contract by Friday December 30, 2005, these arrangements will be agreed to on a definite basis.

**GUEST ROOM ACCOMMODATIONS**

ROOM BLOCK

This contract applies to the following block of rooms; however this does not constitute a guarantee of representation by the Group that all of the rooms held in the block will be reserved or occupied by meeting attendees. The Hotel shall, on a regular basis, advise the Group of the number of rooms reserved in the block and the number available.

	Sat 05/30/09	Sun 05/31/09	Mon 06/01/09	Tue 06/02/09	Wed 06/03/09	Thu 06/04/09
Run of House	41	290	290	290	290	170
King One Bed Suite	1	5	5	5	5	2

Initiated: JK DM

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Discounted Rooms	4	32	32	32	32	20
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There are 1546 Confirmed Room Nights.

The Hotel shall accommodate the Group for early arrivals and late departures in accordance with the expected arrival / departure pattern. In no case shall this minimum room commitment as stipulated in This Agreement be reduced except in writing signed by the Group and the Hotel.

All rooms used by persons attending or working at the meeting shall be counted in the room block on a cumulative basis. These include, but are not limited to: all cancellations billed ("no shows"); all persons who, for whatever reason, do not receive the group rate (e.g. late reservations, corporate rates, government rates, etc.); and all persons "walked".

The Hotel agrees to contact the Group to review the room block commitment on or before:

(TBD) 30 days after 2007 conference\*

Based on such review, if the parties mutually agree to any adjustment to the room and space block, as well as corresponding changes to the Groups meeting and function space block, such changes to the contract shall be confirmed in writing and signed by both parties at these times without penalty

Room categories will be booked on a first come, first serve basis. Once a category is sold out, the remaining categories will be booked. The first night of the Room Block is considered the "Arrival Date".

Baggage will be stored at no charge for early arrival and late departures.

**ROOM RATES**

**2005 Group Room Rates**

Run of House	Single Rate	Double Rate
One Bedroom Suite upgrades (5)	\$ 199.00	\$ 199.00
Government Per Diem Room Block	\$ 199.00	\$ 199.00
	Prevailing government per diem rate currently \$127.00	Prevailing government per diem rate currently \$127.00

Rates are net-non commissionable.

The Hotel will guarantee group rate one (1) year (May 30, 2008) prior to arrival date. Had your Group met here in 2005 the Hotel would have been pleased to confirm the rate of \$199.00 single / double occupancy. Hotel will guarantee the rate not to increase more than 3% per annum.

The Hotel agrees to reevaluate the rate one year prior to arrival to determine if it is fair based on the published rates at that time and fair market demand.

Hotel agrees that the group room rate provided to Group will be no higher than the group room rate provided to any other comparable group business over the following time frame: 7 days prior to and 7 days after the Official Event Dates. For purposes of this paragraph, "comparable group business" means group business that, when compared to Group's event (a) is of equal or lesser anticipated revenue (both from rooms and food & beverage); (b) has a similar room night pattern and is booked entirely in the same hotel season; and (c) is booked a similar amount of time in advance. It does not include group business that involves significantly different special terms or conditions.

Hotel promises that it will not offer lower publicized group rates and/or added benefits over the Official Event Dates unless the lower rates and/or benefits also apply to Group, provided Group satisfies a minimum of 85% of the contracted room block prior to the cut off date.

The Run of House rates established for the IEEE Organizational Unit/Conference Committee will be offered for a

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period of three (3) days before (30/05/2009), and three (3) days after (04/06/2009) the meeting dates as indicated on the first page of this contract, subject to availability of rooms at the time of reservation to accommodate those who wish to extend their visits. These nights will be credited back to the room block.

Group's special group rates will apply for the entire duration of each guest's stay in the Hotel subject to availability

The additional charge for each adult is \$20.00, plus applicable tax.

All room rates and other amounts due under this Agreement are quoted exclusive of applicable state and local taxes, currently 10.545%, but subject to change without notice.

#### CUT-OFF DATE

The Cut-off Date for accepting reservations into this room block is Friday, May 8, 2009. Reservation requests received after 5:00PM local time at the Hotel on the Cut-off Date will be accepted on a space and rate availability basis. Hotel reserves the right to release for general sale any unused portion of the room block.

#### RESERVATION METHOD

Individuals will be able to make reservations by calling Reservations at 1-800-THE-OMNI (843-6664) and referring to the group as:

IEEE  
 Or  
 IEEE International Conference of Plasma Sciences (ICOPS) MTG

Reservations must be made on or before the cut off date.

Guests will be individually responsible to payment of their own rooms, taxes and incidental charges. If there are any exceptions to this procedure, the Hotel will be notified by the Group.

The Hotel may require a deposit in advance from individual guests to guarantee a particular reservation. To guarantee an individual reservation, a guest must either (1) send a check or money order covering two night's room rate plus applicable sales tax, (2) send a signed letter or form authorizing the Hotel to charge the room deposit and applicable sales tax to the guest's major credit card or (3) give the guest's major credit card by telephone. At the Group's discretion, specific reservations may also be guaranteed to the Master Account. Guaranteed reservations are held until at least 6:00 a.m. the following morning, at which time the reservation and deposit are forfeited. The Group does not guarantee payment for no shows except for those reservations guaranteed to the Master Account. The Group shall publicize the Hotel's advance deposit requirements to the individuals planning to attend the meeting. Should guest cancel a reservation, the Hotel shall refund deposits if notice is received prior to 6:00 p.m. three days prior to the arrival date. The Hotel shall allow name changes with identical arrival and departure dates without any penalty. All guaranteed reservations will receive either written or verbal confirmation from the Hotel.

At the GROUP'S request HOTEL will provide each week, starting eight weeks prior to your arrival date, 30/05/2009, a room pick-up report showing the number of rooms on each date of your meeting for which we have received reservations.

There shall be no additional mandatory charges made to any guest folio or to the Master Account if not specifically in the contract. The Hotel shall not charge or post to any room ledger or master account any amount except those that are agreed to and signed for in advance or set forth in this Agreement. Further, the Hotel shall not, directly or indirectly, impose any surcharges to Group's attendees during their stay, regardless of whether additional goods or services are offered in connection with such surcharge.

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The Hotel's check-in time is 3:00 p.m. The Hotel's checkout time is 12:00 p.m. Guests are permitted to check in earlier or check out later subject to room availability.

#### DEPOSIT

Hotel will not require a deposit based upon approved credit.

#### COMPLIMENTARY ROOMS

Group has forgone the complimentary rooms policy in lieu of their government per diem room block.

#### GUEST ROOM ATTRITION

This Agreement is based in part on the Groups' use of 1546 total room nights. In the event the actual use of room nights falls below 80% (1237 room nights) of the total room block, an attrition charge may be assessed. This amount shall be calculated by multiplying (.75) times the single/double group rate, exclusive of taxes, for each room night below eighty percent (80%) of the total room nights blocked. (.75 x \$199.00 single/double rate = \$149.25 per room night attrition costs). Such charges shall be added to, and payable as part of, the Master Account.

For any day that the hotel achieves 100% occupancy during the official event dates, the Group will receive credit for full achievement of the contracted block for that day. In such a case, the Group's total pick up will be calculated by adding the difference between contracted and actual room nights for sold out nights to the Group's total pick up.

The Hotel and Group intend to liquidate the damages in the event that the Group fails to meet the Guest Room Minimum set forth in this section. Therefore, Group and Hotel agree (a) that the above formula is a reasonable estimate of the Hotel's damage in the event that such a minimum is not met and (b) that the liquidated damages set forth in the section do not constitute a penalty.

The Hotel shall undertake all efforts to resell any unused rooms and shall credit those sales against any attrition fees.

The Group shall not pay for off-line rooms (rooms being remodeled or not used for any reason).

Hotel will consider waiving all or a portion of the room attrition fee, payable by you under this Agreement if you hold a meeting with us of comparable size (with a comparable number of room nights and a comparable food and beverage minimum) within the 24 months following your meeting under this Agreement. The terms of any such waiver or new meeting would need to be mutually agreed upon by the parties in their sole discretion and set forth in a definitive written agreement signed by the parties. Any new meeting would, be subject to availability. Nothing in this Agreement requires either Group or Hotel to agree to any such waiver or new meeting.

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RELOCATION

If the Hotel does not or cannot honor all reservations accepted and/or confirmed by the Hotel to the Group or its attendees, the Hotel shall be considered overbooked and, at the Hotel's sole expense, the Hotel shall (with a Group's representative approval) provide:

If a person is walked it is the fault of the hotel, therefore alternative accommodations of equal value for said attendees at a convenient and comparable hotel at no charge to the guest for length of stay guest is displaced.

Two (2) phone calls world-wide and necessary arrangements for forwarding the displaced guest's telephone messages and mail.

An offer to relocate the displaced guest back to first available room if room becomes available and guest elects not to return to the Hotel, the Hotel shall have no further obligations under this Section.

Upon return to the Hotel, upgraded accommodations (if available) and a welcome expression from the General Manager.

Credit to the Group for any guests displaced toward its room block pick-up for purposes of this contract and for calculation of the Group complimentary room credit.

**BILLING & PAYMENT ARRANGEMENTS**

MASTER ACCOUNT

A Master Account will be established for the Group covering its charges. The Hotel will invoice Group for the Group's Master Account charges.

In the event that credit is not approved, payment of the Group's total estimated Master Account will be due to the Hotel 60 days prior to arrival. Failure to remit the appropriate payment on the above date will result in cancellation of all arrangements outlined in this contract and the Group shall be liable for amounts as described in the cancellation provision.

All sponsored group functions shall be charged to the Master Account.

PAYMENT OF MASTER ACCOUNT

All room tax and incidental charges are to be billed on an individual basis, with the exception of those specified to be applied to the Master Account. The Hotel shall establish a master account for the Group for those charges specifically authorized by the Group (the "Master Account"). Direct billing of the Master Account is subject to prior credit approval; otherwise advance payment will be required. Authorized group food and beverage charges are to be billed to the Master Account. At least three (3) weeks prior to the Meeting, the Hotel will receive the Master Account billing instruction which shall include the following: the names of those individuals authorized to sign the Master Account; the names of the individuals whose room charges are to be billed to the Master Account and what charges may be billed; and the names of those individuals occupying complimentary rooms and what charges may be billed. The Group is not required to offer an advance deposit upon approval of a credit application.

Payment of the Master Account is contingent upon getting a post-convention report from the Hotel detailing the room pickup, cancellation and no-show factor, number and type of sleeping rooms used in each category (singles, doubles, suites, etc.), the number of guaranteed meals versus the number served at each meal function, and the disclosure of all moneys spent by the Meeting attendees over and above room and tax, broken down, if possible, into components, such as telephone, restaurants, etc. Unless bills are reviewed by the designated representatives, they will not be honored. All bills should be proffered each day for review. The designated people will be available

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each day to review and sign all accepted bills.

Master Account charges shall be paid thirty (30) days after receipt of a complete, final billing. If any area of the bill is in question, the Group shall advise the Hotel's convention services and accounting department of the specific item(s). The portion(s) of the bill, which is/are unclear or in question, will be "suspended" for 30 days, during which time the Hotel shall fully research the charge(s) and provide full documentation and proper back-up. If, 30 days after this clarification request is sent to the Hotel's attention, the item(s) have not been explained, with proper documentation, those charge(s) shall be permanently deleted from the final billing. The final bill, excluding contested charges, shall be paid within 30 days of receipt.

If there is a discrepancy between the Hotel's reported pickup figures and the figures believed to be accurate by the Group, the Group shall furnish the Hotel with a list of attendees to be compared with the Hotel's list of guests during the conference dates May 30, 2009 - June 5, 2009. The Group's authorized representative shall be allowed to view the Hotel's list of in-house guests with the Hotel personnel. All rooms determined to be occupied by Group attendees shall be credited to the Group block for purposes of This Agreement's pickup, commission and complimentary rooms. Credit shall also be given for all attendees staying at the Hotel regardless of the date the reservation was booked or the rate paid. Credit shall also be given for all guests relocated to another Hotel due to the Hotel overbooking and for guaranteed no-show with forfeited deposits or credit card debits.

To protect the privacy of Hotel guests, the Group agrees that its authorized representative shall sign and be subject to the terms of a separate confidentiality agreement whereby guest names reviewed by the representative shall be kept confidential, will not be revealed to outside parties, and shall be used only in ascertaining the Group's accurate pickup at the Hotel.

#### BILLING ARRANGEMENT

If you elect to pay by a major charge or credit card, you authorize the Hotel to bill the charge or credit card for applicable charges in accordance with Hotel policies. You authorize the Hotel to confirm the Group's credit based on all available resources.

#### MEETING & FUNCTION ARRANGEMENTS

Based on Group's requirements, the Hotel has reserved function space as shown on the attached schedule of events. The function space will be complimentary based on a \$65,000 food and beverage minimum guarantee. Any changes to the room assignments as outlined in the Schedule of Events must be agreed to, in writing, by both the Group and the Hotel. Any additional space added after signing of contract will be offered at the Hotel's discretion on a complimentary basis. The number of people listed is for room capacity planning only and do not represent a guarantee of the amount of food and beverage that will be ordered.

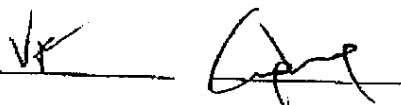
The Hotel shall not reassign contracted space unless approved by the Group.

No other group shall be allowed to use the Group's defined foyer function space as set forth in the schedule of events during a planned function.

There shall be no charge to the Group for the set-up of meeting rooms as directed by the Group. The Hotel shall provide, at no charge, certain equipment standard for the types of meetings and events scheduled, including the following: standing lecterns, registration tables and chair, water and glasses, pads and pencils.

The Hotel shall not charge for storing the Group's meeting materials and publications for up to five (5) business days prior to the start of the Meeting/Conference and up to two (2) business days after the Meeting/Conference ends. The Hotel's staff shall assist in moving these materials to the registration area at no charge.

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### INTERNET CONNECTIVITY

In the event the Hotel pricing structure is decreased and/or eliminated for this type of service in meeting rooms, and/or public space, as well as guest room accommodations, the Hotel will reduce and/or waive all fees to the Group accordingly.

The Hotel will offer on a complimentary basis both wired and wireless internet access in each guestroom. In addition the hotel will offer wireless internet access in all public areas on a complimentary basis as well.

### AUDIO/VISUAL AND IN-HOUSE EQUIPMENT

The Hotel will provide -- at no charge -- a reasonable amount of meeting equipment, i.e. chairs, tables, etc. The complimentary arrangement does not include special setups or extraordinary formats that would exhaust our present in-house equipment to the point of requiring rental of an additional supply to accommodate Group's needs. If such is the case, we will pass on any additional rental charges to the Group.

The Omni San Diego Hotel maintains a full service, on-site audiovisual production department through Presentation Services (PSAV). PSAV can provide you with an in-depth quotation for all of your audio visual needs, as well as hard sets, backdrops, lighting, video production and editing. PSAV maintains a 24-hour cancellation policy.

If Group elects to utilize an outside Audio Visual provider, all parties must accept and adhere to the established 'Production Guidelines' agreement and provide a Certificate of Liability Insurance to Hotel.

Group reserves the right to utilize the supplier of its choice for services or rentals in the areas of (but not limited to) audio visual, exhibit decorating, security, floral, transportation, tours, etc., with no surcharge from Hotel or from its in-house supplier.

Group reserves the right to bring their own AV equipment with no surcharge from Hotel or from its in-house supplier.

### MINIMIZE NOISE AND DISTURBANCE

The Hotel shall be responsible for ensuring that the Group's use of all function space is free from noise, distractions, disturbances and interruptions within the reasonable control of the Hotel. In the event the Group's use of any function space is so disturbed despite these efforts, the Hotel agrees:

To make every reasonable effort to eliminate the noise or disturbance immediately upon notification by the Group meeting planner and;

To provide reasonable compensation to the Group if the noise or disturbance was within the reasonable control of the Hotel but could not be eliminated and such noise or disturbance had a material negative effect on the meeting or function.

### EXHIBIT AND TABLE-TOP DISPLAYS

The Hotel requires that the Group and/or its Exhibit Company provide to the Hotel a fully completed data sheet for each Exhibitor that rents a booth for its events. This shall include but is not limited to the number of exhibits, the floor load and square footage requirements for each booth and total for the exhibit hall. The Group is responsible for submitting to the Hotel, no later than 45 days prior to arrival, a summary of its requirements for the exhibit area which shall include the number of exhibits. The Hotel agrees to offer exhibit space for \$50.00 per booth and/or \$25.00 per table top exhibit, plus sales tax and service charge.

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**BANQUET ATTRITION**

This provision applies only to the food and beverage portion of functions or meetings. Reductions in the Group's Room Block commitment are addressed in the provision entitled Guestroom Attrition.

Hotel is relying on, and Group agrees to provide, \$65,000 in food & beverage banquet revenue (the sum of which is referred to as the "Expected Banquet Revenue"). The Hotel will allow 10% attrition or reduction in the Expected Banquet Revenue; thus 90% of the Expected Banquet Revenue shall be referred to as the "Minimum Banquet Revenue". The Attached Schedule of Events details all of the events currently scheduled. Should your actual food and beverage Banquet Revenues, exclusive of tax and gratuities, be less than the Minimum Banquet Revenue, then the Group will pay the Hotel, as liquidated damages, 40% (representing the approximate profit margin on food and beverage revenue) of the difference between (i) the Minimum Banquet Revenue, and (ii) actual food and beverage banquet revenue, exclusive of tax and gratuities. The Hotel and Group agree that the Liquidated Damages described above are a reasonable and fair estimate of the Hotels' damages resulting from the reduced use of the food and beverage facilities.

**FOOD AND BEVERAGE**

The Hotel agrees to contact The Group to review the F&B commitment on or before:

(TBD) 30 days after (2007) conference

Based on such review, if the parties mutually agree to any adjustment to the F&B commitment, as well as corresponding changes to the Group's meeting and function space block, such changes to the contract shall be confirmed in writing and signed by both parties at these times without penalty.

The Hotel agrees that food and beverage prices will not increase by more than three (3%) percent annually from day of signing. Current banquet food and beverage prices will be confirmed by the Hotel at least twelve (12) months May 30, 2008 prior to the official opening day of the Conference/Meeting. Prices shall be provided to the Group regardless of menu increases henceforth from that date.

All Group affiliated food and beverage functions (including third party) held at the Hotel during the dates of the conference shall be credited towards Group's food and beverage dollar requirement.

The Hotel shall be prepared to serve at least five (5) percent over this minimum. The current sales tax is 7.75 percent and the service charge is 20 percent and is taxable by law.

Wait staff at all meal functions: there will be at least 1 wait person for every:

**Sit-Down or Plated Meal**  
25 guest at breakfast  
20 guests at lunch  
20 guests at dinner

**Buffet Meal**  
40 guests at breakfast  
20 guests at lunch/dinner

There will be no extra service or labor charges for these service ratios.

If alcoholic beverages are to be sold or served on the Hotel premises (or elsewhere under the Hotel's alcoholic beverage license), other than the hospitality suites which shall be the responsibility of the party engaging the suites or function room and not the group, such beverages shall be dispensed only by the Hotel's employees and bartenders.

The Hotel shall: (a) request proper identification (photo ID) of any person of questionable age and refuse alcoholic beverage service if the person is either under age or proper identification cannot be produced, and (b) refuse alcoholic beverage service to any person who, in the Hotel's judgment, appears intoxicated.

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The Hotel represents and warrants that all Hotel personnel who dispense or serve alcohol have undergone adequate training to prevent any incidents that could result in claims of liquor liability.

Hotel shall adhere to all federal and state laws regulating the sale and service of alcoholic beverage.

**CANCELLATION**

This Agreement may only be terminated for Cause (as defined below) upon written notice given by either party to the other. "Cause" shall include, but not be limited to, a breach of the obligations under This Agreement. It is further provided that there shall be no right of termination without penalty for the sole purpose of holding the same meeting in some other facility or city and/or for the sole purpose of booking another organization. In the event of any termination of This Agreement for Cause, the Hotel shall immediately refund any deposit or money paid in advance by the Group or its attendees and the Group shall not be responsible to pay the Hotel any additional amounts otherwise due under This Agreement.

In the event that the Group or the Hotel terminates This Agreement other than for Cause, the terminating party shall pay, in lieu of any other amounts due hereunder or otherwise in respect of This Agreement, but subject to reduction as provided below, liquidated damages determined as follows:

Min Rooms Rev -	\$237,504	Min Bqls Rev =	\$65,000		
Cancellation Date	Total Hotel Damages	% of Total Hotel Damages	Cancellation Payment	% of Cancellation Payment as Credit	Amount of Credit
More than 365 days from Arrival prior to 5/30/08	\$204,128	25%	\$51,032	100%	\$51,032
364 days to 270 days from Arrival 5/31/08 - 9/2/2008	\$204,128	50%	\$102,064	75%	\$76,548
269 days to 180 days from Arrival 9/3/2008 - 12/2/2008	\$204,128	75%	\$153,096	50%	\$76,548
179 days to 90 days from Arrival 12/3/2008 - 3/2/2009	\$204,128	100%	\$204,128	25%	\$51,032
89 days or fewer from Arrival	\$204,128	100%	\$204,128	0%	\$0

These liquidated damages are inclusive of all applicable state and local taxes.

\*Maximum damage is based on the number of sleeping rooms, less 20% slippage multiplied by 75% of the confirmed group rate.

The exercise by the terminating party of the option to terminate is agreed by the parties to constitute the exercise of a contractual option and not a default and in no event shall the terminating party be liable for more than the option price stated above. The terminating party shall make payment due as a result of termination of this contract under the terms of this provision to the other party within 30 days after written notice

**RESALE CLAUSE**

In the event of cancellation, the Hotel shall make all commercially reasonable efforts to resell the Group's cancelled rooms. In no event may Group transfer or resell its rights under this Agreement to any third party room reseller for purposes of reselling cancelled or unused portions of the guaranteed room block. Group understands that the Hotel sells its remaining inventory first before selling Group's cancelled inventory. If the Hotel does resell any or all of the cancelled guest rooms and meeting space at an amount equal to or greater than the cancellation option amount set forth herein, the Hotel will proportionally refund the cancellation payment.

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### GENERAL CONDITIONS

The Hotel shall specify in writing any unions that are under contract in the Hotel, and if applicable, the jurisdiction and responsibilities of each such union, any applicable rates and the expiration date for each union contract. The Hotel agrees to promptly notify the Group of any strike vote taken by employees in connection with expiration of any Union contracts. The Hotel represents and warrants that, to the extent that the Group will be bound by any rules or regulations of the Hotel, or any contracts between the Hotel and unions or third parties, that such rules and regulations shall be made available to the group upon request, in advance of or following the execution of This Agreement.

In the event of any labor disputes or work stoppages actually occurring or threatened by a majority of the Hotel's employees and involving the Hotel's line level front desk or food/beverage employees, the Hotel shall promptly notify Group, and both parties shall have the right to renegotiate the Agreement without any liability. If, in Group's reasonable judgment, such labor dispute may tend to materially disrupt or interfere with the use of the facilities or quality of service to be provided under the Agreement or this Addendum cancellation of all activities are to be considered without liability.

The Hotel represents and warrants that there will be no overlapping meetings, conventions, special events, or other attractions planned to be held in the Hotel during the Meeting that could affect the ordinary use of the meeting rooms or other facilities to be used by the Group and its attendees.

The Hotel acknowledges and agrees that it shall not, except with prior written consent from the Group, cancel, limit or change the Meeting dates or the rooms or space provided for herein for the purpose of accepting other business.

The Hotel warrants that service, physical structure, and cosmetic appearance at the time of This Agreement shall be the same or better on the opening day of the Meeting. The Hotel shall maintain its current "star", "diamond", or other rating. Failure to maintain this status may be grounds for the Group to terminate This Agreement without liability.

The Hotel agrees to notify the Group in writing of any change of ownership or management of the Hotel or if the Hotel shall be adjudicated as bankrupt or insolvent by any court of competent jurisdiction or shall be voluntarily or involuntarily placed in reorganization under any bankruptcy laws or shall make an assignment for the benefit of creditors, or shall consent to the appointment of a receiver, liquidator or trustee for itself or for a major part of its assets or shall file any pleading, petition or other instrument in any court whatsoever seeking to take advantage of any bankruptcy or insolvency act or shall file in any proceeding whatsoever any instrument in which it shall in substance or effect admit its inability to pay its debts as they mature. The Group shall have the right to renegotiate or terminate This Agreement under these circumstances if the Group believes that the services and appearance of the Hotel may be affected adversely by such a change in ownership or management or possible bankruptcy.

The Hotel represents that it is in compliance with all municipal, local, state and federal regulations which apply to its facilities and operations, including, without limitation, building codes and fire codes, and will obtain all permits and licenses required to provide the services covered by This Agreement.

The Hotel warrants that it has fully-functional, hard-wired or battery operated smoke detectors in each room and an automatic sprinkler system, and any other fire safety devices necessary to place the Hotel in full compliance with all federal, state, and local laws, regulations, and ordinances (including, without limitation, the Federal Hotel and Motel Fire Safety Act of 1990, Public Law 101-391).

The Hotel shall be responsible for ensuring that Group's use of all function space is free from outside distractions, disturbances and interruptions. Walls shall be soundproof, but if they are not, the Hotel shall avoid assigning to any function room(s) adjacent to or across from Group's function rooms any group which may generate noise sufficient

initialed: VP Garf

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to detract from Group's functions. If necessary, the Hotel shall leave an empty room between Group and such other group as a buffer to eliminate the risk of disturbance.  
Failure of the Hotel to meet its obligations described above would, without limitation, be cause for a reduction in the Group's room block or termination of This Agreement.

#### SELECT REWARDS PROGRAM

It is agreed that the signature party of this contract is entitled to receive the benefits of "Select Rewards Program." The signature party may delegate the benefits of the program upon written notification to the hotel identifying who should be entitled to the program benefits. Such choices of benefits are subject to the terms and conditions of the program and will be provided upon payment of the master account.

#### RENOVATION

In the event that the Hotel may be undergoing any construction or renovation during the meeting dates that would affect the Group's room block or function space, the Hotel shall promptly notify the Group, and the Group shall have the right to cancel this Letter of Agreement without liability upon written notice to the Hotel if, in the Group's reasonable judgment, such construction or renovation is likely to unreasonably affect the use of the facilities or the quality of service to be provided under this Letter of Agreement.

#### FORCE MAJEURE

If events beyond the reasonable control of the Parties, including but not limited to, acts of God (flood, earthquake, tornado, fire, etc.), war, strikes, threats or acts of terrorism or similar acts, disease, U.S. Department of State, World Health Organization, CDC or other governmental or international agency travel advisory, civil disorder, non-availability of food, beverages, or other supplies or curtailment of transportation either in the Conference City or in the countries/states or origin of the attendees, deters at least 25% of the attendees from arriving for the first scheduled day of the event, making it inadvisable, impracticable, illegal, or impossible to perform as originally contracted under this Agreement, the affected party may terminate this Agreement, without liability, upon written notice.

In the event the Group decides to hold its Meeting despite such circumstances, the Hotel shall waive fees related to a reduced-sized Meeting (including any room attrition fees, function space rental, food and beverage attrition fees) and shall offer the Group's guests any lower room rate offered to guests during the contracted dates.

The parties may, however, agree to go forward on such terms and conditions that may be re-negotiated.

Any deposits made shall be refunded to the party within 30 days after written notice of cancellation.

#### INSURANCE

The Hotel and the Group shall each obtain and maintain insurance in amounts sufficient to provide coverage for any liabilities which may reasonably arise out of or result from any activities conducted at the Hotel. Evidence of such insurance shall be provided to the other party at the request of such party.

#### INDEMNIFICATION

Hotel will defend, indemnify and hold harmless Group from and against all claims, actions or causes of action, liabilities and costs arising from the errors, negligence or willful misconduct of Hotel's employees or agents in connection with the performance of the obligations hereunder which results in direct physical injury, death or damage to tangible personal property, provided that Group gives prompt notice of the claim to Hotel, and provides all reasonable assistance therein.

Initiated: VE GP

Omni Standard Letter of Agreement betw IEEE and Omni San Diego Hotel  
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To the extent permitted by law, the Group shall protect, indemnify, defend and hold harmless the Hotel and its officers, directors, partners, agents, members, and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") to the extent arising out of or caused by the Group's negligence in connection with the provisions of the Hotel's facilities. The Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense, which it may have with respect to such Claims. To the extent permitted by law, the Hotel shall protect, indemnify, defend and hold harmless the Group and its officers, directors, partners, agents, members, and employees from and against any and all Claims arising out of or caused by the Hotel's negligence in connection with the provisions of the Hotel's facilities. The Hotel shall not have waived or be deemed to have waived, by reason of this paragraph, any defense, which it may have with respect to such Claims

Arbitration/Dispute Resolution/Attorney's Fees

The parties agree that any dispute in any way arising out of or relating to this contract will be resolved pursuant to the law of the state where the Hotel is located, and through arbitration before JAMS/ENDISPUTER or American Arbitration Association, with each party responsible for their own attorney fees. The parties further agree that in any arbitration proceeding they may conduct reasonable discovery pursuant to the Federal Rules of Civil Procedure, that the law of the state in which the Hotel is located will be the governmental law, and any arbitration award will be enforceable in state or federal court.

AMERICANS WITH DISABILITIES ACT

Both the Group and the Hotel shall be responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act as defined by law. The Hotel shall provide, to the extent required by the Act, such auxiliary aids and/or services as may be reasonably requested by Group, provided that Group gives reasonable advance written notice to the Hotel of such needs. Group shall be responsible for the cost of any auxiliary aids and services (including engagement of and payment of specialized service providers, such as sign language interpreters), other than those types and quantities typically maintained by the Hotel.

Initialed:

VF      [Signature]

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**ACCEPTANCE**

This Agreement is binding on the parties, their successors, and transferees and constitutes the entire Agreement between them, superseding any and all previous agreements, oral or written with respect to the subject matter hereof. No modification or waiver of any term or amendment to This Agreement shall be effective unless signed in writing by both parties.

The undersigned represent that they are authorized to sign and enter into this contract.

This Agreement may not be assigned or transferred to another party without the written consent of the other.

If either party uses a facsimile transmittal, then the fax copy shall serve as an original until an actual original is executed and received by both parties.

Attachments are an integral part of this Agreement and will be deemed incorporated into this Agreement.

Article and Section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

IN WITNESS WHEREOF, the Parties hereto have executed This Agreement as of the day first above written.

Group: IEEE  
By: [Signature]  
Joe Toscano  
Procurement Manager

Date: 12-29-05

Hotel: Omni San Diego Hotel  
By: [Signature]  
Dave Malta  
Sales Manager

Date: 12.30.05

By: [Signature]  
Craig Long  
Director of Sales

Date: 12.30.05

Initialed: [Signature]

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Attachments

The following attachments are part of this Agreement unless specified otherwise.

- A. Meeting Schedule (specific names of meeting rooms)
- B. Meeting Room Floor Plans
- C. Current menu pricing

No policies will be applicable to the Group other than those stated in this agreement or agreed to in writing by both parties as and addendum to this agreement.

Initialed:

VR      [Signature]

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**SCHEDULE OF EVENTS**

Date	Start Time	End Time	Room	Function	Setup	Qty
Sun, 05/31/09	8:00 AM	11:59 PM	Salon ABC	General Session	Classroom 3 per 6	500
Sun, 05/31/09	8:00 AM	11:59 PM	Salon A	Breakout	Existing	125
Sun, 05/31/09	8:00 AM	11:59 PM	Salon B	Breakout	Existing	125
Sun, 05/31/09	8:00 AM	11:59 PM	Salon C	Breakout	Existing	250
Sun, 05/31/09	6:00 PM	10:00 PM	Palm/Sail Terrace	Reception Heavy	Flow	500
Sun, 05/31/09	6:00 PM	11:59 PM	Grand Ballroom Foyer	Exhibits	Exhibit Tabletop	
Sun, 05/31/09	6:00 PM	11:59 PM	Salon DE	Exhibits	Exhibit Tabletop	
Mon, 06/1/09	12:00 AM	11:59 PM	Gaslamp 1	Office	Office	
Mon, 06/1/09	7:00 AM	8:00 AM	Grand Ballroom Foyer	Continental Breakfast	Flow	500
Mon, 06/1/09	8:00 AM	5:00 PM	Gaslamp 2	Breakout	Conference	15
Mon, 06/1/09	8:00 AM	5:00 PM	Gaslamp 3	Breakout	Conference	
Mon, 06/1/09	8:00 AM	11:59 PM	Salon B	Breakout	Existing	125
Mon, 06/1/09	8:00 AM	11:59 PM	Salon C	Breakout	Existing	250
Mon, 06/1/09	8:00 AM	11:59 PM	Salon DE	Exhibits	Exhibit Tabletop	
Mon, 06/1/09	8:00 AM	11:59 PM	Grand Ballroom Foyer	Exhibits	Exhibit Tabletop	
Mon, 06/1/09	8:00 AM	11:59 PM	Salon ABC	General Session	Classroom 3 per 6	500
Mon, 06/1/09	8:00 AM	11:59 PM	Salon A	Breakout	Existing	125
Tue, 06/2/09	12:00 AM	11:59 PM	Gallery	General Session	Classroom 3 per 6	200
Tue, 06/2/09	12:00 AM	11:59 PM	Gallery 1	Breakout	Classroom 3 per 6	125
Tue, 06/2/09	12:00 AM	11:59 PM	Gallery 2	Breakout	Classroom 3 per 6	50
Tue, 06/2/09	12:00 AM	11:59 PM	Gallery 3A	Breakout	Classroom 3 per 6	25
Tue, 06/2/09	12:00 AM	11:59 PM	Gallery 3B	Breakout	Classroom 3 per 6	25
Tue, 06/2/09	12:00 AM	11:59 PM	Gaslamp 1	Office	Office	
Tue, 06/2/09	8:00 AM	5:00 PM	Gaslamp 2	Breakout	Conference	15
Tue, 06/2/09	8:00 AM	5:00 PM	Gaslamp 3	Breakout	Conference	
Tue, 06/2/09	8:00 AM	11:59 PM	Salon C	Breakout	Existing	250
Tue, 06/2/09	8:00 AM	11:59 PM	Salon B	Breakout	Existing	125
Tue, 06/2/09	8:00 AM	11:59 PM	Salon DE	Exhibits	Exhibit Tabletop	
Tue, 06/2/09	8:00 AM	11:59 PM	Salon ABC	General Session	Classroom 3 per 6	500
Tue, 06/2/09	8:00 AM	11:59 PM	Grand Ballroom Foyer	Exhibits	Exhibit Tabletop	
Tue, 06/2/09	8:00 AM	11:59 PM	Salon A	Breakout	Existing	125
Wed, 06/3/09	12:00 AM	11:59 PM	Gallery 1	Breakout	Classroom 3 per 6	125

Initialed: VP GP

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Wed, 06/3/09	12:00 AM	11:59 PM	Gallery 2	Breakout	Classroom 3 per 6	50
Wed, 06/3/09	12:00 AM	11:59 PM	Gallery	General Session	Classroom 3 per 6	200
Wed, 06/3/09	12:00 AM	11:59 PM	Gallery 3A	Breakout	Classroom 3 per 6	25
Wed, 06/3/09	12:00 AM	11:59 PM	Gallery 3B	Breakout	Classroom 3 per 6	25
Wed, 06/3/09	12:00 AM	11:59 PM	Gaslamp 1	Office	Office	
Wed, 06/3/09	7:00 AM	8:00 AM	Art Foyer	Continental Breakfast	Flow	200
Wed, 06/3/09	8:00 AM	5:00 PM	Gaslamp 3	Breakout	Conference	
Wed, 06/3/09	8:00 AM	5:00 PM	Gaslamp 2	Breakout	Conference	15
Wed, 06/3/09	8:00 AM	11:59 PM	Salon B	Breakout	Existing	125
Wed, 06/3/09	8:00 AM	11:59 PM	Salon C	Breakout	Existing	250
Wed, 06/3/09	8:00 AM	11:59 PM	Salon DE	Exhibits	Exhibit Tabletop	
Wed, 06/3/09	8:00 AM	11:59 PM	Grand Ballroom Foyer	Exhibits	Exhibit Tabletop	
Wed, 06/3/09	8:00 AM	11:59 PM	Salon ABC	General Session	Classroom 3 per 6	500
Wed, 06/3/09	8:00 AM	11:59 PM	Salon A	Breakout	Existing	125
Wed, 06/3/09	10:15 AM	10:30 AM	Art Foyer	Break AM	Flow	200
Wed, 06/3/09	3:15 PM	3:30 PM	Art Foyer	Break PM	Flow	200
Thu, 06/4/09	12:00 AM	11:59 PM	Gallery 3B	Breakout	Classroom 3 per 6	25
Thu, 06/4/09	12:00 AM	11:59 PM	Gallery 3A	Breakout	Classroom 3 per 6	25
Thu, 06/4/09	12:00 AM	11:59 PM	Gallery 2	Breakout	Classroom 3 per 6	50
Thu, 06/4/09	12:00 AM	11:59 PM	Gallery 1	Breakout	Classroom 3 per 6	125
Thu, 06/4/09	12:00 AM	11:59 PM	Gallery	General Session	Classroom 3 per 6	200
Thu, 06/4/09	12:00 AM	11:59 PM	Gaslamp 1	Office	Office	
Thu, 06/4/09	7:00 AM	8:00 AM	Art Foyer	Continental Breakfast	Flow	200
Thu, 06/4/09	8:00 AM	5:00 PM	Gaslamp 2	Breakout	Conference	15
Thu, 06/4/09	8:00 AM	5:00 PM	Gaslamp 3	Breakout	Conference	
Thu, 06/4/09	8:00 AM	11:59 PM	Salon C	Breakout	Existing	250
Thu, 06/4/09	8:00 AM	11:59 PM	Salon B	Breakout	Existing	125
Thu, 06/4/09	8:00 AM	11:59 PM	Salon ABC	General Session	Classroom 3 per 6	500
Thu, 06/4/09	8:00 AM	11:59 PM	Salon A	Breakout	Existing	125
Thu, 06/4/09	10:15 AM	10:30 AM	Art Foyer	Break AM	Flow	200
Thu, 06/4/09	3:15 PM	3:30 PM	Art Foyer	Break PM	Flow	200
Fri, 06/5/09	12:00 AM	11:59 PM	Gallery 3A	Breakout	Classroom 3 per 6	25
Fri, 06/5/09	12:00 AM	11:59 PM	Gallery 3B	Breakout	Classroom 3 per 6	25
Fri, 06/5/09	12:00 AM	11:59 PM	Gallery 1	Breakout	Classroom 3 per 6	125

Initiated:



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Fri, 06/5/09	12:00 AM	11:59 PM	Gallery 2	Breakout	Classroom 3 per 6	50
Fri, 06/5/09	12:00 AM	11:59 PM	Gallery	General Session	Classroom 3 per 6	200
Fri, 06/5/09	7:00 AM	8:00 AM	Art Foyer	Continental Breakfast Break AM	Flow	200
Fri, 06/5/09	10:15 AM	10:30 AM	Art Foyer	Break PM	Flow	200
Fri, 06/5/09	3:15 PM	3:30 PM	Art Foyer		Flow	200

Initialed:

VR      LP