

CONTRACT BETWEEN
The Institute of Electrical and Electronics Engineers, Incorporated
On Behalf of 2011 IEEE International Conference on Plasma Sciences
(ICOPS) and 2011 IEEE Symposium on Fusion Engineering - SOFE
And
Hyatt Regency McCormick Place

DATE: September 11, 2007

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2011 IEEE International Conference on Plasma Sciences (ICOPS)
2011 IEEE Symposium on Fusion Engineering - SOFE

Meeting Date: June 25, 2011 – June 30, 2011

THIS CONTRACT is made this 11 day of September, 2007, by and between The Institute of Electrical and Electronics Engineers Incorporated, a New York not-for-profit corporation ("IEEE"), on behalf of 2011 ICOPS and 2011 SOFE Conference Committee (hereinafter referred to as the "Group") and Hyatt Regency McCormick (the "Hotel") located at 2233 S. Martin Luther King Drive, Chicago, IL 60616.

All references herein to the Group include specifically authorized representatives. Group will provide a list to the Hotel of the representatives authorized to act on their behalf. The Hotel should not accept instructions from any other persons.

ARTICLE I
Guest Room Accommodations

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

Date	6/24/11	6/25/11	6/26/11	6/27/11	6/28/11	6/29/11	6/30/11
Single/Double	9	81	300	300	300	117	21

Total Room Nights: 1,128

1.2 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 Contract be reduced except in writing signed by the Group and the Hotel based on Hotel availability.

1.3 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."

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

(August 1, 2009) 30 days after (2009) ICOPS and SOFE conferences

(January 10, 2011) 6 months prior to 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 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.

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

ARTICLE II
Group Room Rates

2.1 The Hotel confirms the following special run of the house rates for the Group.

Single/Double	\$ 235.00/ \$235.00	1 Bedroom Suites	\$ 825.00
Triple	\$260.00	Quad	\$285.00

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The confirmed rate covers all attendee sleeping room costs, including service fees, but is exclusive of applicable sales/room tax, currently 15.4% percent. Housekeeping and other gratuities will be up to the individual occupant's discretion.

Rate Protection - The Hotel represents and warrants that the rates provided to the Group and its attendees shall be the lowest rates offered to the meeting attendee during the meeting period, with the exception of government rates, air crew rates and negotiated corporate discounts. *In addition, once the contract terms have been fulfilled (room block filled or cut-off date expiration) or if the hotel and group have mutually agreed to reduce the room block prior to cut-off, the hotel reserves the right to sell remaining inventory at rates it deems appropriate. If lower rates are offered by the hotel that do not qualify as exceptions based on the terms above, the hotel will either remove the rate from those channels or credit the group and/or attendees the difference between the rates set forth herein and such lower rates for the peak night(s) [peak night dates here] only.*

The rates established for the Group will be offered for a period of three (3) days before (24/June/2011), and three (3) days after (30/June/2011) 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 rates will apply for the entire duration of each guest's stay.

ARTICLE III Commission

- 3.1 Other than as set forth herein or in the Contract, Hotel represents and warrants that it has no agreement with any (other) party to pay a commission related to the meeting covered by this Contract. Hotel further represents and warrants that it shall not subsequently enter into such a contract without first disclosing it to Group and obtaining Group's written permission to execute such a contract.

ARTICLE IV Complimentary Rooms

- 4.1 The Hotel shall provide the Group with one (1) complimentary guestroom for every forty-five (45) guestrooms occupied on a cumulative basis by the Group's attendees over the dates established, (calculated by adding the total number of guestrooms occupied by the Group over the dates established, dividing that number by 45 and rounding up to the nearest whole number). A single or double room is counted as one (1) room, one-bedroom parlor suite as two (2) rooms, etc. Complimentary rooms may be assigned by the Group to individuals in any manner over the actual conference dates or immediately before or after the dates or applied to the Master Account provided, however, that the Hotel must be notified of the Group's intentions prior to arrival.

- 4.2 Unused complimentary units have no value. Names for complimentary rooms must be given to hotel one week prior to beginning of program

ARTICLE V
Additional Concessions

- 5.1 The Hotel will provide the Group with the following additional concessions.
- 2 Complimentary one-bedroom suites for the duration of the program

ARTICLE VI
Room Block Attrition

- 6.1 This Contract is based in part on the Group's use of 1,128 total room nights. In the event the actual use of room nights falls below 75% (846 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 (85%) of the total room nights blocked. (.75 x \$ single/double rate = \$ per room night attrition costs). Such charges shall be added without tax, 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.

- 6.2 The Hotel shall undertake all efforts to resell any unused rooms and shall credit those sales against any attrition fees.
- 6.3 The GROUP shall not owe any attrition fees if the Hotel meets or exceeds 100% occupancy for any of the blocked room nights. Furthermore, in the event the Hotel fails to meet its projected occupancy, the Hotel shall assume the obligation of demonstrating that (i) but for the Group's attrition, the Hotel would otherwise have achieved its projected occupancy for that period, and (ii) that rooms being reserved for the Group were unsold. An audited statement of actual room usage, the number of rooms available in the Hotel for sale and the number of rooms resold by the Hotel for each day of the function shall be provided to the Group upon the billing of any attrition fee.

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

ARTICLE VII
Food and Beverage

- 7.1 The Group agrees to provide a minimum of \$55,000.00 in food and beverage inclusive of service charges and taxes. Should the Group's food and beverage revenue fall below this amount, the GROUP will be responsible for the difference between the minimum food and beverage revenue and the actualized food and beverage revenue multiplied by 40% (minimum food and beverage revenue minus actualized food and beverage revenue multiplied by 40%). This amount will be placed on the Group's Master Account.

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

The Hotel agrees to contact The Group to review the F&B commitment on or before:
 (August 1, 2009) 30 days after (2009) conference
 (10, January, 2011) 6 months prior to 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 conference'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.

- 7.2. The Hotel agrees that food and beverage prices will not increase by more than six (6%) percent annually from day of signing as outlined in the attached food and beverage prices. Current banquet food and beverage prices will be confirmed by the Hotel at least twelve (12) months (June 19, 2010) 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.
- 7.3 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.
- 7.4 The Hotel shall be prepared to serve at least five (5) percent over minimum F&B guarantee. The current sales tax is 21 percent and the service charge is 10.81 percent and is taxable by law.
- 7.5. Wait staff at all meal functions: there will be at least 1 wait person for every:

<u>Sit-Down or Plated Meal</u>	<u>Buffet Meal</u>
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25 guest at breakfast	40 guests at breakfast
20 guests at lunch	20 guests at lunch/dinner
20 guests at dinner	

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

- 7.6. *Service of Alcoholic Beverages* -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.

License Requirements - The Hotel's alcoholic beverage license requires that the Hotel to, and 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; and (c) instruct its bartenders to avoid over pouring.

Training - 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.

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

Indemnification - Notwithstanding any other provision of this Agreement, the Hotel shall defend, indemnify and hold harmless Group, its directors, officers, employees and agents, and each of them, from and against any and all losses, damages, claims, expenses and liabilities of any kind, including costs of defense thereof, caused by or arising from the Hotel's sale or service of alcoholic beverages. The terms of this provision shall survive the termination or expiration of this Agreement.

ARTICLE VIII

Reservation Procedures

- 8.1 All reservations will be made by telephone +1 800-233-1234. Attendees will reference "ICOPS/SOFE Conference" when making reservations. The Hotel shall offer individuals the opportunity to make online reservations by way of the Hotel's web site www.mccormickplace.hyatt.com. Attendees will reference Pulsed Power Conference when making online reservations.

The reservation cut-off date shall be June 5, 2011 at 5:00 p.m. Central Standard Time. Reservations received after this date will be accepted by the Hotel on a space available basis at the conference rates and will be credited to the room block. Modifications made to existing reservations after this date will be treated as advance reservations. All

cancellations received by the Hotel prior to the cut-off date will revert to the Group's room block

- 8.2 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 the first 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. on the arrival date. The Hotel shall allow name changes without any penalty. All guaranteed reservations will receive either written or verbal confirmation from the Hotel.
- 8.3 At the Group's request HOTEL will provide each week, starting eight weeks prior to your arrival date June 19, 2011 a room pick-up report showing the number of rooms on each date of your meeting for which we have received reservations.
- 8.4 There shall be no additional mandatory charges made to any guest folio or to the Master Account if not specified 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 Contract. 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
- 8.5. If the room block is filled and the Hotel is unable to book additional guestrooms for the Group, the Hotel will refer conference guest to the overflow hotel or housing agent Group has contracted with.
- 8.6. Hotel agrees not to relocate any conference attendee holding a guaranteed reservation. 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:
 - Alternative accommodations of equal value for said attendees at an equal or better nearby hotel at no charge to the guest for length of stay guest is displaced.
 - One (1) complimentary round-trip ground transportation between the Hotel and the alternate hotel for each day the guest is displaced.
 - Two (2) phone calls world-wide and necessary arrangements for forwarding the displaced guest's telephone messages and mail.

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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 purposed of this contract and for calculation of the GROUP complimentary room credit.

- 8.7. In the event that an attendee who has reserved a room within the Group's room block checks out prior to the reserved checkout date, the Hotel shall not charge an early departure fee. Attendees shall be instructed to make every effort to inform the Hotel in advance of any changes to their planned length of stay.
- 8.8. 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.

ARTICLE IX

Billing Arrangements

- 9.1 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"), subject only to objective standards of creditworthiness. 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.
- 9.2 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 and the number of guaranteed meals versus the number served at each meal function. Unless bills are reviewed by the designated representatives, they will not be honored. All bills should be provided each day for review. The designated people will be available each day to review and sign all accepted bills.
- 9.3 Master Account charges shall be paid thirty (30) days after receipt of a complete, final billing and the post-convention report outlined in Section 9.2 above. 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

- 9.4 If there is a discrepancy between the Hotels' 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 ICOPS/SOFE Conference. 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 Contract'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.
- 9.5 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.
- 9.6 Hotel agrees that should the Group meet the requirements for an exemption from sales tax in the jurisdiction in which the meeting shall be held, no sales tax shall be applied to the Group master account, provided that the Group provides the Hotel with appropriate proof of exemption at least fourteen (14) days prior to the start of the meeting.

ARTICLE X Function Space

- 10.1 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. 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 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 Program of Events during a planned function.

- 10.2 The Hotel will provide to Group a registration area directly outside the main meeting room consisting of no less than (3) 6 x 30 tables with (4) chairs beginning one day prior to meeting start for set-up until four hours after meeting concludes. This registration area will not be shared with any other group for any period of time. This area should not be broken down and reset at any time over official meeting dates. This space should be able to accommodate power and telephone hook-up at published hotel prices.
- 10.3 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, easels, registration tables and chair, water and glasses, pads and pencils, bulletin or message boards and the house sound system.
- 10.4 The Hotel shall not charge for storing the Group's meeting materials and publications for up to two (2) 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.
- 10.5 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, business center, computer rental additional tables, chairs pipe and drape, poster boards, etc., with no surcharge from Hotel or from its in-house supplier.
- 10.6 Group reserves the right to bring their own AV equipment with no surcharge from Hotel or from its in-house supplier.

ARTICLE XI
Changes

- 11.1 Any changes or additions to this contract shall not be binding until such changes or additions have been approved in writing by both parties

ARTICLE XII
Termination

- 12.1 This Contract may only be terminated for Cause (as defined in Article XIII 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 Contract. 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 Contract for Cause, the Hotel shall immediately refund any deposit or money paid in advance by the Group or its attendees

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and the Group shall not be responsible to pay the Hotel any additional amounts otherwise due under This Contract.

- 12.2 In the event that the Group or the Hotel terminates This Contract other than for Cause, the terminating party shall pay, in lieu of any other amounts due hereunder or otherwise in respect of This Contract, but subject to reduction as provided below, liquidated damages (*damages are defined as "lost profit" not 100 percent of the revenue*) determined as follows:

<u>Date of Decision to Terminate</u>	<u>Amount of Liquidated Damages Due</u>
179 days or less from the start of the official event dates	\$212,064.00 (80% of Rooms)
364 days to 180 days from the start of the official event dates	\$185,556.00 (70% of Rooms)
729 days to 365 days from the start of the official event dates	\$132,540.00 (50% of Rooms)
Contract signing to 730 days from the start of the official event dates	\$106,032.00 (40% of Rooms)

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.

Example:

Total Sleeping Room Block	300 room nights
Allowable 20% slippage	<u>- 60 room nights</u>
Total Room Nights Responsible	240 room nights

Sleeping Room Rate Confirmed	\$129.00
75% of rate (profit not revenue)	\$ 96.75

*Maximum amount of damages due: 240 room nights multiplied by \$96.75 or \$23,217.60

- 12.3 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

- 12.4 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 Contract 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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- 12.5 Notwithstanding the above, in lieu of paying the cancellation fee noted above, Group may elect to contract with the Hotel for the same or similar sized meeting as the meeting that is the subject of this Agreement, provided such meeting is scheduled to occur on or before [insert date within 2 years of original meeting dates]. The specific dates of such meeting shall be mutually agreed by the parties.

ARTICLE XIII

Rights of Termination for Cause

Except as otherwise provided in this contract; neither party shall have the right to terminate their obligations under this Contract. This Contract is, however, subject to termination for cause without liability to the terminating party, under any of the following conditions:

- 13.1 *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, or any other cause beyond the parties' control materially affects at least 25% of the attendees from traveling to the venue of the event, or makes it inadvisable, commercially impracticable, illegal, or impossible to perform as originally contracted under this Contract, the affected party may terminate this Contract, without liability, upon written notice. Notice of cancellation may be sent at any time prior to the Meeting provided the canceling party has met the requirements of this provision.

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.

- 13.2 *Construction or Renovation* -No major construction or renovations shall be undertaken on the Hotel, without prior written notification to the Group during the Meeting. Only repairs of an emergency nature and those that are considered regular maintenance shall be conducted immediately prior to or during the Meeting and shall be halted if the repairs in any way disturb meeting sessions, traffic flow or guest accommodations. If for any reason renovation and/or construction is unavoidable and the Group in its reasonable judgment determines that this activity will disrupt or materially impact Groups meeting space or guest rooms, the Hotel shall make every effort to provide equal, alternative space available within the facility. If both parties agree that equal alternative space is not available, the Group may cancel This Contract without penalty.

In such event, Hotel shall pay Group reasonable costs incurred in relocating the event to another hotel of equal quality in the same city. (I.e. differential in increased room rate, differential in increased food and beverage commitment, transportation cost, increased meeting room rental and reproduction of marking materials.

Hotel will notify Group if construction or renovation will result in disengagement of the hotel's safety system in the areas to be used by group.

- 13.3 *Strike or Other Labor Dispute* -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 Contract.

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 Contract 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 Contract or this Addendum cancellation of all activities are to be considered without liability.

- 13.4 *Deterioration in Quality* - The Hotel warrants that service, physical structure, and cosmetic appearance at the time of This Contract 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 Contract without liability.
- 13.5 *Change in Ownership* - The Hotel agrees to notify the Group in writing of any change of ownership, franchise affiliation 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 terminate this Contract without liability 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.

If group decides not to terminate contract, Hotel shall provide group with a letter stating that all concessions set forth in this contract will be honored without substitution. If Group's marketing material or handouts have to be altered due to the change, hotel agrees to reimburse group for reproduction costs.

- 13.6 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 Contract.

ARTICLE XIV

Indemnification and Insurance

- 14.1 The Hotel shall indemnify, defend and hold harmless Group, its officers, directors, employees and agents, and each of them, from any and all claims, actions, causes of action, demands or liabilities of whatsoever kind and nature including judgments, interest, attorneys' fees, and all other costs, fees, expenses and charges which Group, its officers, directors, employees, and agents, and each of them, may incur arising out of the negligence, gross negligence or willful or wanton misconduct of the Hotel, its officers, directors, employees, agents, contractors, or any other person or organization hired by the Hotel. The terms of this provision shall survive the termination or expiration of this Agreement.

Group shall indemnify, defend and hold harmless the Hotel, its officers, directors, employees and agents, and each of them, from any and all claims, actions, causes of action, demands or liabilities of whatsoever kind and nature including judgments, interest, attorneys' fees, and all other costs, fees, expenses and charges which the Hotel, its officers, directors, employees, and agents, and each of them, may incur arising out of the negligence, gross negligence or willful or wanton misconduct of Group, its officers, directors, employees, or agents. The terms of this provision shall survive the termination or expiration of this Agreement.

- 14.2 The Hotel and the Group each agree to carry a minimum of one million dollars (\$1,000,000.00) liability and other insurance protecting itself against any claims arising from any activities conducted in the Hotel during the Meeting/Conference.
- 14.3 The Hotel agrees to carry a minimum of one million dollars (\$1,000,000.00) in liquor liability insurance and agrees that all of its employees and agents performing services under This Contract shall at all times comply with federal, state and local laws pertaining to the sale, service or furnishing of alcoholic beverages.

ARTICLE XV
Obligations of the Hotel

- 15.1 *Quiet Enjoyment* - It is agreed that the demeanor of this meeting is quiet and conversational. Loud noises from adjoining or adjacent rooms are not acceptable and the Hotel assumes the responsibility to ensure that the meeting will not be disturbed. Unless identified specifically in the Hotel plans (attached) or in this contract, contracted meeting room spaces has no sight obstructions, has suitable lighting and sight lines for audiovisual presentations.

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 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.

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.

- 15.2 *Compliance with Applicable Laws* - Hotel represents that it shall comply during the terms of the meeting period with all federal, state and local fire, safety and building codes. The Hotel shall provide a copy of the most recent fire inspection and health department inspection reports upon request by Group. The Hotel will provide a copy of the crisis/evacuation plan to Group upon arrival at the Hotel.

Hotel warrants that it shall maintain during the Meeting Period all appropriate measures to protect the person or property of Organization, its employees and meeting attendees from loss or injury. At all times during the Meeting Period, Hotel shall have on its premises at least one (1) person trained in cardio-pulmonary resuscitation (CPR) and at least one (1) automated external defibrillator in good working order for use in cardiac and other emergencies.

- 15.3 *Americans with Disabilities Act Compliance* -The Hotel shall be responsible for complying with the public accommodations requirements of the Americans with Disabilities Act ("ADA") not otherwise allocated to the Group in This Contract, including: (i) the "readily achievable" removal of physical barriers to access to the meeting rooms (e.g., speakers' platform and public address systems), sleeping rooms, and common areas (e.g., restaurants, rest rooms, and public telephones); (ii) the provision of auxiliary aids and services where necessary to ensure that no disabled individual is

treated differently by the Hotel than other individuals (e.g., Braille room service menus or reader); and (iii) the modification of the Hotel's policies, practices and procedures applicable to all guests and/or Group as necessary to provide goods and services to disabled individuals (e.g., emergency procedures and policy of holding accessible rooms for hearing and mobility impaired open for disabled until all remaining rooms are occupied).

- (a) Compliance by the Group - The Group shall be responsible for complying with the following public accommodations requirements of ADA: (i) the "readily achievable" removal of physical barriers within the meeting rooms utilized by the Group which the GROUP would otherwise create (e.g., set-up of exhibits in an accessible manner) and not controlled or mandated by the Hotel; (ii) the provision of auxiliary aids and services where necessary to ensure effective communication of the Group's program to disabled participants (e.g., Braille or enlarged print handouts, interpreter or simultaneous videotext display); and (iii) the modification of the Group's policies, practices and procedures applicable to participants as required to enable disabled individuals to participate equally in the Meeting.

Mutual Cooperation in Identifying Special Needs - The Group shall attempt to identify in advance any special needs of disabled registrants, faculty and guests requiring accommodation by the Hotel, and will notify the Hotel of such needs for accommodation as soon as they are identified to by the Group. Whenever possible, the Group shall copy the Hotel on correspondence with attendees who indicate special needs as covered by ADA. The Hotel shall notify the Group of requests for accommodation which it may receive otherwise than through the Group to facilitate identification by the Group of its own accommodation obligations or needs as required by ADA.

ARTICLE XVI
Policies

- 16.1 Hotel represents and warrants that it has no policies with regard to meetings of the type covered by this Contract that have not been disclosed to Organization and made a part of this Contract. Hotel further warrants that it shall not make any policies adopted subsequent to the execution of this Contract applicable to the meeting covered by this Contract without the express written consent of Organization.

ARTICLE XVII
Claims and Disputes

- 17.1 In the event of any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity of it, the parties shall first attempt to resolve the matter over a period of at least 30 days before resorting to formal dispute resolution, except that equitable remedies may be sought immediately.

[Handwritten initials] *[Handwritten circled number 10517]*

ARTICLE XVIII

Arbitration/Dispute Resolution/Attorney's Fees

18.1 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 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.

ARTICLE XIX

Signature

19.1. This Contract and any Appendices or Exhibits hereto contain the entire agreement between the parties and supersede all prior and contemporaneous agreements, arrangements, negotiations and understandings between the parties relating to the subject matter hereof. There are no other understandings, statements, or promises of inducement, oral or otherwise, contrary to the terms of this Contract. The waiver by either party of a breach by the other of any provision of this Contract shall in no way be construed as a waiver of any succeeding breach of such provision or a waiver of the provision itself. No waiver of any provision of this Contract, whether by conduct or otherwise, in any one or more instance, shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing

19.2 This Contract is non-binding, until executed by authorized individuals of both the Hotel and Group.

The undersigned agree and warrant that they are authorized to sign and enter into this contract on behalf of the party for which they sign.

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

19.4. If either party uses a scanned or facsimile transmittal, that copy shall be deemed to be an original.

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

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

VB (P) 10/15/07

19.7 If any provision of this Contract is declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Contract shall continue in full force and effect.

19.8 The content of the contract may not be disclosed to any party not previously authorized to discuss these contents by Group and the Hotel.

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

IEEE Contract Administration

IEEE Authorized Signature

Name

Title

Date

Hyatt Regency McCormick Place

Authorized Signature for Hotel

Therese Chinnici

Sales Manager

Date

IEEE Organizational Unit

IEEE OU Authorized Signature

Name

Title

Date

Attachments

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

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

[Handwritten initials] 10/5/07