

CONFIRMATION AGREEMENT

September 6, 2005

Richard Corbett AC 119-Gunships 6040 Ridge Ford Drive Burke, VA 22015 RE: 2006 AC 119-Gunships

ICA is pleased to present you with the following Confirmation Agreement concerning your stay at the MCM Elegante' Hotel and Event Center. Once both parties have signed this Agreement and the Method of Payment has been signed and received by MCM Elegante' Hotel and Event Center, this Agreement shall constitute the entire written contract between the parties.

1. SLEEPING ACCOMMODATIONS AND RATES

It is a pleasure to confirm on a definite basis the following arrangements:

Rooms per night	Arrival dates	Departure dates
Room Rate: (Run of the house, will require mostly doubles) \$81.00 Single/Double \$91.00 Triple/Quad Rates do not include applicable Sales tax, currently 12.75% (rate comes to \$91.33 Inclusive) Rates are net, and not eligible for commission. *Rate includes Full hot breakfast buffet, and two complimentary cocktails.	9/27/2006 12:00:00 AM	10/1/2006 12:00:00 AM
<u>Tuesday is September 26th in 2006? Etc?</u> Tuesday, September 28, 2006 – 20 Rooms Wednesday, September 27, 2006 – 20 Rooms Thursday, September 28, 2006 – 125 Rooms Friday, September 29, 2006 – 125 Rooms Saturday, September 30, 2006 – 125 Rooms <u>Do we need rooms for Sunday night? Suggest adding at least 50 rooms for Sunday night.</u> <ul style="list-style-type: none">• 3 days before and 3 days after will be offered same rate, based on availability.• Cutoff date, August 27, 2005. After this date rates will be based on availability. <u>See item 2 below</u>		

Early Arrival/Late Departure Rates: The above noted guestroom rates are for the specific dates outlined. Guests arriving before or departing after the specified dates noted will be offered rates, based on room availability.

Complimentary Rooms: We will provide one complimentary room night for every 50 paid room nights consumed. Complimentary room nights may not be used as a credit, and unused complimentary rooms have no cash value. Complimentary room nights used, but not earned, will be charged to your Master Account at the single occupancy guestroom rate. Group will also receive 3 complimentary suites, and 5 complimentary upgrades to Executive Rooms. Group Planner will receive Complimentary suite.

Occupancy Taxes: All above rates are subject to current applicable state and local taxes which are presently 12.75%

Transportation and Parking: We offer complimentary shuttle transportation to and from the airport and have 423 free parking space available.

2. RESERVATION & BILLING PROCEDURE

RESERVATION PROCEDURE – INDIVIDUAL CALL –IN: Please advise your attendees to call the Hotel reservations department at 505-884-2511. To receive the contract rates, the attendees should identify the group as AC-119 Gunships. All reservations should be made by 9/6/2006 12:00:00 AM. After this date, we will release the remainder of your guestroom block. **What's the cutoff date of August 27th mean?** Additional reservation requests will be honored on a space and rate available basis.

GUARANTEE STATUS – GUARANTEED BY INDIVIDUAL: Rooms must be guaranteed for late arrival to an individual's credit card or by advance deposit. A guaranteed room reservation assures a room for your attendees regardless of their arrival time. Any guaranteed reservations not canceled before 6:00pm on the arrival date will be billed to the credit card or against the advance deposit.

Please note that our check-in time begins at 3:00pm and our checkout time is 12:00pm. Upon request, we will be happy to arrange for baggage storage for your attendees' luggage until their actual departure from the Hotel.

ROOMS BILLING ARRANGEMENTS: Arrangements have been made for each individual to pay for their room, tax and incidental charges upon departure. Any other charges relating to your meeting will be added to your Master Account.

FUNCTION ARRANGEMENTS: We have reserved banquet and meeting space as per your outlined agenda below. Your Catering Manager, Shawna Black, will be contacting you as time grows near your arrival date to discuss and finalize your exact room set-up requirements, menu selections and audio-visual equipment needs. Menu prices will be subject to 20% service charge (subject to increase) 6.75% (prevailing) sales tax. We will commit to the 2006 menu prices for your program. Please advise us of all changes to your agenda so that we may best serve your specific program requirements. Listed below are your meeting requirements as discussed:

Are the dates correct for Hospitality from Wednesday onward?

Date	Start Time	End Time	Setup	Function	Agr
9/27/2006	6:00 AM	11:00 PM	Rounds of 8	Hospitality	250-350 (flow)

9/28/2006	6:00 AM	11:00 PM	Rounds of 8	Hospitality	250-350 (flow)
9/29/2006	6:00 AM	11:00 PM	Rounds of 8	Hospitality	250-350 (flow)
9/30/2006	6:00 AM	11:00 PM	Rounds of 8	Hospitality/Banquet	250-350 (flow)
10/1/2006	6:00 AM	11:00 PM	Rounds of 8	Hospitality	250-350 (flow)

With a minimum of 75 rooms per night, all meeting room rental and set up fees

Will be waived, with less than 75 rooms per night, a set up fee of \$250.00 per day will apply for the hospitality area (or we reserve right to relocate hospitality area). Group will receive complimentary set up (chairs, ice and tables, linens), Podium and microphone. If Banquet numbers are over 350, banquet will be held in tent in parking area, hotel will pay cost to rent the tent. Meal prices are guaranteed @ \$26.00 Inclusive per person. (Meal will be New York Strip, Grilled Chicken Breast and chef's choice of seafood entrée).

Banquet Function Guarantees: A final guarantee on catered food functions is due no later than 72 hours (or 3 business days) prior to the arrival of your group. This guarantee represents the minimum guest count for billing purposes and may not be reduced. Without a guarantee, we will bill based on anticipated attendance noted above or actual attendance, whichever is greater. Full payment of anticipated charges is also due 3 working days in advance of functions.

Shipping Arrangements: The Hotel will not be responsible for shipping any packages. You agree to take the sole responsibility of handling arrangements in advance and coordinate with the respective shipping/delivery service.

Alcoholic Beverages Services: It is the policy of the Hotel to serve alcohol in a responsible manner. Towards this concern for your guests' well being, the Hotel reserves the right to:

1. Request identification and proof of age from anyone who appears to less than the age of 21 and refuse alcoholic beverages to anyone who is underage.
2. Refuse alcoholic beverage service to any person who, in the sole opinion of the Hotel management, appears intoxicated.

Please note that all alcoholic beverages served on the Hotel premises must be provided by the Hotel and dispensed by our staff.

****Group May bring in their own alcohol for hospitality area, they will serve it. We will provide ice, tables and any other necessary supplies for serving. We reserve the right to close hospitality area if guests should become overserved.***

3. **CANCELLATION AND PROGRAM ALTERATIONS**

CANCELLATION OF PROGRAM: Both parties will consider this program definite upon the signing and dating of this Confirmation Agreement. Upon execution of this Agreement, the Hotel will protect your guest room block and reserved function space to the exclusion of all other business opportunities. Cancellation of these scheduled dates will be subject to the following assessment as liquidated damages due to the difficulty in reselling the reserved space:

Option 1:

Cancellation of Program

- | | |
|--------------------------------|--|
| 0 to 15 days prior to arrival | Full payment on total number of guest rooms for the duration of the dates agreed upon, meeting room rental and any estimated banquet revenues. |
| 16 to 30 days prior to arrival | 25% of the above |

(3.B) HOTEL'S RIGHT TO CANCEL: MCM Elegante reserves the right to cancel this contract in its entirety for the following reasons:

- 1) ICA determines that, through either fraud or misrepresentation, the nature, purpose or basis for your use of the Hotel is other than has been specifically represented to Hotel.
- 2) Your failure to pay in accordance with the terms of this agreement, your insolvency, the making by your Company of a transfer or assignment for the benefit of creditors, whether by fraudulent or legitimate means, or the voluntary or involuntary filing of Bankruptcy.
- 3) For impossibility of ICA performance attributable to labor troubles, disputes or strikes, accidents, government (federal, state and municipal) regulation of or restriction upon travel or transportation, non-availability of food, beverage or supplies, riots, national emergencies, acts of God and other causes whether enumerated herein or not, which are beyond the reasonable control to the Hotel preventing or interfering with the Hotel's performance.
- 4) ICA and MCM Elegante' Hotel and Event Center shall be relieved from all requirements hereof, and this agreement shall terminate if the Hotel shall sell, transfer or convey its interest in the MCM Elegante' Hotel and Event Center provided ICA has given at least 30 days notice of the transfer of its interest in the Hotel and termination of this agreement. In the event of any such termination, MCM Elegante' Hotel and Event Center shall return all advance payments of deposits and both parties shall have no further obligation to each other, provided that the Hotel may transfer all of its rights and obligations under this agreement to a third party who shall then be solely responsible for the performance of this Agreement, and the Hotel shall be relieved of all obligations and responsibilities under this agreement upon transfer of all advance payments and deposits received by the Hotel to the new owner.

If Hotel cancels for any of the above reasons, such cancellation will become effective immediately without any cost, penalty or liability to the Hotel.

4. **YOUR RESPONSIBILITIES**

AC-119 Planner agrees to assume full responsibility for the conduct of the members of its group, including physical damage to the property of the Hotel and as a result of misuse/damage.

The Hotel will not assume the responsibility for personal property and equipment brought on the premises. Damage to or loss of any merchandise/equipment or articles left in the Hotel or unattended by the members of your group is not the responsibility of the Hotel.

The Hotel may request that you obtain and pay for bonded security personnel when valuable merchandise or exhibits are displayed or held overnight in the Hotel. The Hotel will assist with making these arrangements as necessary.

You further agree to assume full responsibility for materials or equipment shipped to the Hotel. Shipments cannot be accepted or stored more than (7) business days before your function. Please advise your Meeting Services Manager of any shipments of supplies or equipment before delivery at the Hotel. When preparing for shipment, please label them as follows:

ACC-119 Organization
C/O MCM Elegante' Hotel and Event Center
2020 Menaul Blvd. NE
Albuquerque, NM 87107

Attention: Meeting Services Manager – Hold For: Function | on | Date |

You assume full responsibility for any injury to persons or damage to property arising out of any act of omission on the part of the AC-199 group, its employees, guests or agents in connection with MCM Elegante' Hotel and Event Center this agreement or the function and shall indemnify and save harmless the, its agents, employees, officers and directors from and against any and all costs, losses, liability claims and expenses including, without limitation, attorneys fees and court costs which they suffer or pay as a result of claims or suits arising out of any and all such damage and injury.

This agreement shall be governed by the laws of the State of the jurisdiction where this Hotel is located and the laws of that State shall have jurisdiction to settle any arising under this agreement. In no event shall MCM Elegante' Hotel and Event Center be liable for indirect, incidental, consequential or exemplary damages.

The parties agree that this Agreement constitutes the entire contractual agreement between the parties. No other verbal or other commitments apply. This agreement may not be modified except by written agreement executed by both parties. The entire staff at the MCM Elegante' Hotel and Event Center sincerely appreciates the opportunity to serve you. You can be assured of the effort of our entire staff and my personalized attention to help make your program most enjoyable and successful.

The foregoing requirements are accurate to the best of our knowledge. Please sign and return the enclosed copy of this Confirmation by 8/30/2005 12:00:00 AM. If we have not received a signed agreement by this date, the Hotel has the right to re-evaluate all terms and conditions of this Confirmation Agreement. If there are any discrepancies, we will be happy to clarify them.

At Your Service,

Jamie Lehman
Sales Manager

Date

The contents of the foregoing agreement meet with my approval, and I consider all arrangements to be confirmed and definite contingent upon the Hotel's approval and execution of this Agreement.

Approval on behalf of:
AC-119

AC-119 Planner
Meeting Planner

Date