



**LETTER OF AGREEMENT BETWEEN
SHERATON ATLANTA HOTEL
AND
AQUATIC GARDENS ASSOCIATION**

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Issued on: Friday, February 08, 2008

RE: Aquatic Gardens Association

MEETING DATE: Thursday, November 13, 2008 to Sunday, November 16, 2008

AQUATIC GARDENS ASSOCIATION, Inc. ("Group") and the Sheraton Atlanta Hotel ("Hotel") agree as follows:

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

However, between now and January 31, 2007, unless both parties have agreed upon and fully executed this Contract, should another group request the dates and be in a position to sign an agreement immediately with Hotel, we will advise Group, and Group will have three (3) business days to sign this Contract and confirm the arrangements on a definite basis or Hotel may at its option enter into an agreement with another group or individuals.

If this Contract is not fully executed by January 31, 2007, the room block may be automatically released.

GUEST ROOM ACCOMMODATIONS

This contract applies to the following block of rooms:

| | Thursday 11/13/2008 | Friday 11/14/2008 | Saturday 11/15/2008 |
|----------------|------------------------|----------------------|------------------------|
| Standard Rooms | 40 | 50 | 50 |

Hotel has reserved a total of 140 room nights.

CUT-OFF DATE

The "cut-off date" for accepting reservations into this room block is Wednesday, 10/15/08. Unreserved rooms will be released at 12:01 a.m. on this date. Requests received after this time will be accepted at Hotel's prevailing rate, based on room type availability. Failure to reserve guest rooms before the cut-off date will not impact the enforceability of the Attrition or Cancellation clauses.

RATES

We are pleased to confirm the following special group rates:

Single/Double: \$109.00

All guest room rates are quoted exclusive of applicable state and local taxes currently 15%.

The Group Rate will be available 3 days prior and 1 day post event based on Availability and all rooms associated with the group will be counted towards the "total room night consumption".

If the Group block fills up the hotel agrees to add up to 10 rooms as agreed upon with the Aquatic Gardener's Association a night on 11/14/08 and 11/15/06 up to 45 days out (by September 25, 2008) at the Conference rate. Hotel also agrees to add up to 30 rooms as agreed upon with the Aquatic Gardener's Association on 11/13/08 up to 60 days out (by September 10, 2008) at the Conference rate, based upon availability.

METHOD OF RESERVATIONS

Group will advise your attendees to make guest room reservations either on line using your Stargroups web site or by calling our Reservations Department, or through our Central Reservations office in Continental U.S. and Canada at 1-800-833-8624.

STARGROUPS WEBSITE

Hotel will create a free customized website for Group's event or meeting through a product known as StarGroups. This customized website will allow attendees to book their hotel reservations online, and may also include personalized information about the event or meeting, including Content, links to Group's website, and dining, entertainment, and city information.

This website will also allow you to access group reports which will also allow you to access group reports which show the number of individuals that have booked guest rooms using the website. The website's unique URL will be distributed to the group contact, or to such person designated by Group, for distribution to members and other attendees.

EARLY DEPARTURE FEE

In the event that a guest who has reserved a guest room within Group's guest room block checks out prior to the guest's reserved checkout date, an early departure fee of \$75.00 will be charged to that guest's individual account provided that the guest has been advised of the Early Departure Fee at check-in and when the hotel accepts a deposit to hold the reservation. Guests wishing to avoid this fee must advise Hotel at or before check-in of any change in the scheduled length of stay. Hotel will inform members of Group of this fee upon check-in. Hotel will deduct any early departure fees that are collected by the Hotel from any amount Group may owe as guest room attrition.

NON-COMMISSIONABLE

Group rates are net, non-commissionable rates.

GUEST ROOM ATTRITION

Hotel is relying on, and Group agrees to provide, a minimum dollar amount of guest room revenue (exclusive of food and beverage charges, meeting room rentals, and other non-room charges) which shall be equal to the number of room nights set forth in the Guest Room Accommodation chart times the Group's average room rate (exclusive of taxes). Group will have two opportunities to reduce its commitment without liability. On or before September 25, 2008, Group may release up to 5% of the room nights held without liability. On or before October 16, 2008, Group may release up to 5% of the room nights held as of 10/15/2008 12:00:00 AM without liability. Any room night reduction allowed under this clause that is not exercised by Group on or before the applicable deadline may not be taken at a later time. Group will be responsible for paying the average Group room rate for any Guest Room Accommodations held as of 10/15/2008 12:00:00 AM that are not used and paid for by Group attendees. Such amount shall be subject to all applicable taxes, which shall be paid by Group.

To exercise an allowed room block reduction, Group must notify Hotel in writing of the number of rooms it wishes to release on each night listed in the Guest Room Accommodations chart. The total number of room nights reduced may not exceed the allowable reduction without liability.

GUEST ROOM ATTRITION RESALE CREDIT

Any Attrition Damages due pursuant to the GUEST ROOM ATTRITION clause will be reduced by the guest room revenue received from unused Group guest rooms that are resold by Hotel. Because it is impossible to accurately determine what guest rooms are resold and at what rate, the parties agree that "resold" rooms will be calculated as follows: The resale revenue credited to Attrition Damages will be equal to Hotel's average daily rate for each day that guest rooms are resold. Unused Group rooms will be the last guest rooms resold, thus guest rooms will be considered resold to the extent that Hotel is able to sell more guest rooms than it could have sold if Group had fully occupied its reserved block. For example, if Group does not use thirty (30) rooms in its block but only ten (10) rooms remain unsold in Hotel, the Attrition Damages owed will be reduced by the average daily rate times twenty (20).

Group agrees that estimated Attrition Fees will be paid at least fourteen (14) days in advance of arrival, even if Direct Billing has been approved. Group will receive a credit for any applicable resold room revenue.

ATTRITION AND CANCELLATION POLICIES

The parties agree that the event which is the subject of this Contract will generate revenue for Hotel from a variety of sources, including guest rooms, food and beverage events, and other charges for additional services (including, incidental charges for food and beverage and other hotel amenities) that would be incurred by individual guests and by Group. In the event that Group does not fulfill all of its commitments or cancels in its entirety this Contract, Hotel will suffer damages that will be difficult to determine. The parties agree that the Attrition and Cancellation clauses provide for liquidated damages that have been specifically agreed upon by the parties as a reasonable estimate of the Hotel's losses and do not constitute a penalty of any kind.

BANQUET FOOD AND BEVERAGE MINIMUM

Hotel is relying on, and Group agrees to provide, a minimum of \$4000 in banquet food and beverage and/or banquet revenue ("Minimum Food and Beverage Revenue"). Should Group fall below this amount, Group will be responsible for the difference between the amount of revenue achieved and the Minimum Food and Beverage Revenue. Group shall pay all applicable taxes on amounts due under this clause. The minimum is inclusive of taxes, service charges

CHARGES FOR ADDITIONAL SERVICES

Hotel provides a variety of facilities and services not specifically described in this Contract, which are available to individuals at additional charge. A list of Hotel's pricing for these facilities and services are available to individual guests upon request during their stay. The Hotel shall not charge Group for any additional services without the express prior approval of Larry Lampert or his designee prior to providing the service.

ADDITIONAL CONCESSIONS

- Hotel will One (1) complimentary room for every fifty (50) revenue producing guestrooms
- Complimentary Hospitality Parlor from November 13-16, 2008
- Customized dinner menu priced at \$42 per person inclusive of all applicable service charges, gratuities and taxes.

If group falls below 90% of contracted block, concessions are subject to renegotiation and/or revocation.

ROOM & RELATED CHARGES

Guests will be responsible for their own guest room, tax and incidental charges upon checkout and the Group will be responsible for all scheduled food & beverage and service charges.

GUEST ROOM DEPOSIT AND CANCELLATION POLICIES

A deposit equal to one night's room and tax is required to hold each guest's reservation. Such deposit shall serve to confirm the reservation for the dates indicated, and, upon check-in, shall be applied to the guest folio of the reserved stay. These deposits paid by individuals are refundable if notice is received by Hotel at least 72 hours prior to arrival and a cancellation number is obtained. All deposits shall be charged at the time the reservation is made.

BILLING ARRANGEMENTS

Please complete and return with your signed Agreement the enclosed Credit Card Authorization Form in order to establish a method of payment. The Hotel agrees to provide an itemized bill to Group by 5:00 p.m. Sunday, November 16, 2007, for all charges to Group. The Group will raise any disputed charge(s) within 30 days after receipt of the invoice. The Hotel will work with Group in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute.

FOOD & BEVERAGE POLICIES

Due to licensing requirements and quality control issues, all food and beverage to be served on the Hotel property must be supplied and prepared by the Hotel. The following additional amounts will be added to all food and beverage and meeting room rental, audio/visual, and ancillary services: SERVICE CHARGE: 22% of food and beverage total. All taxes and service charges are subject to change.

FUNCTION SPACE

The schedule of events outlines the space being held to accommodate your needs on a tentative basis pending final decision. Definite function space will be assigned by our Convention Services Department. Based on final attendance number the Hotel reserves the right to reassign meeting space. Approval must be

received from your Sales or Convention Service Manager before publishing meeting room names. Should the actual number of the planned food and beverage functions, as listed above, cancel and/or be reduced, the Hotel will assess or cancellation damages. Hotel agrees to provide additional capacity for meeting space accordingly, should room night pick up exceed the 140 room night threshold, based on availability.

| Date | Start Time | End Time | Function | Set Up | Agr |
|------------|------------|----------|-------------------|----------------|-----|
| 11/13/2008 | 3:00 PM | 11:59 PM | Hospitality Suite | Flow | |
| 11/14/2008 | 8:00 AM | 11:59 PM | Hospitality Suite | Flow | |
| 11/14/2008 | 12:00 PM | 10:00 PM | Exhibit | Exhibit Booths | |
| 11/14/2008 | 6:00 PM | 11:30 PM | General Session | Theatre | 150 |
| 11/15/2008 | 8:00 AM | 11:59 PM | Hospitality Suite | Flow | |
| 11/15/2008 | 8:00 AM | 5:00 PM | Exhibit | Exhibit Booths | |
| 11/15/2008 | 8:00 AM | 5:00 PM | General Session | Theatre | 150 |
| 11/15/2008 | 6:30 PM | 11:30 PM | Dinner | Rounds of 10 | 150 |
| 11/15/2008 | 8:00 AM | 11:59 PM | Hospitality Suite | Flow | |
| 11/16/2008 | 8:00 AM | 5:00 PM | General Session | Theatre | 150 |

MEETING ROOM RENTAL SLIDING SCALE

| # Room Nights Picked up | Total Charge |
|-------------------------|--------------|
| 140 + | Waived |
| 120-139 | \$500 |
| 100-119 | \$1,500 |
| 80-99 | \$2,500 |
| 60-79 | \$4,000 |
| Under 60 | \$5,000 |

Meeting room rental charges are subject to 22% service charge and an 8% sales tax.

USE OF FUNCTION SPACE

To protect the safety and security of all Hotel guests and property, Group agrees that it will not use any items in the function space that create any amplified noise, smell, or visual effect other than decorations without advance notification and written approval by Hotel. Examples of items that require advance approval include, but are not limited to: smoke or fog machines, dry ice, confetti cannons, candles, incense, or any other activity that generates smells. Group will obtain any required Fire Marshall or other safety approvals, and agrees to pay any expenses incurred by Hotel as a result of such activity, such as resetting smoke or fire alarms or unusual clean up costs.

All of your group function activity, including registration or exhibits, must take place in a reserved function room. Registration or exhibit tables may only be placed outside meeting rooms in pre-function areas if arranged in advance with your Convention Services Manager, based upon availability. Hotel reserves the right to prohibit any activity in public area that may conflict with other guests' use of the facilities.

EXHIBITS IN HOTEL

It is understood that the primary nature of Aquatic Gardeners Association's exhibits is for vendor presentation, and that these exhibits require approximately 16 Table Tops starting on November 13, 2008 at 6:00pm through November 16, 2008 until 5:00 PM at no charge. It is also agreed that a portion of the table top exhibits will be located in the Foyer areas of Meeting rooms and a portion inside the Theatre room.

NOISE

In order for the Hotel to provide a suitable environment for all guests and other groups in-house, Group agrees that Hotel has the right in its reasonable discretion to restrict noise to a reasonable level. Each party agrees to notify the the other party in writing if any of its events or activities while on property will include music, loud speakers, cheering, singing, shouting, or other loud noises. The Hotel shall have the right to require that the Group discontinue or reduce noise that is disrupting other guests or events. If Group does not comply, Group agrees to reimburse Hotel for the value of any concessions or amounts paid to disturbed guests or groups as a result of disturbance caused by Group events.

AUDIO VISUAL

The Sheraton Atlanta Hotel maintains an on-site, full service audiovisual production company through Tech Rentals Inc. This is the preferred company for any audiovisual needs at the Hotel

FINAL PROGRAM

Group agrees to provide its final program to Hotel no later than October 16, 2008. In the event that a final program is not submitted by this date, Group agrees that Hotel may at its option release all or part of space held for Group.

RELOCATION CLAUSE

In the event the Hotel cannot accommodate any member of your Group with a guaranteed reservation, the Hotel will provide the following:

1. An accommodation at a comparable Hotel as close as reasonably possible at no charge to the guest for the first night the guest is displaced from the Hotel.
2. One complimentary round trip ground transportation between Hotel and the alternate Hotel for each day the guest is displaced.
3. One (1) phone call and necessary arrangements for forwarding of the displaced guest's telephone messages and mail.
4. Offer to relocate displaced guest back to first available room. If room becomes available and the guest elects not to return to the Hotel, the Hotel will have no further obligations under this clause.
5. Upon return to the Hotel, upgraded accommodations (if available) and a welcome expression from the General Manager.

CANCELLATION OPTION

Hotel estimates that the Minimum Revenue it will receive from this event if it is held as agreed pursuant to this Contract is as follows:

| | |
|----------------------------------|----------|
| Minimum Guest Room Revenue: | \$12,208 |
| Minimum Food & Beverage Revenue: | \$4000 |
| Total: | \$16,208 |

If Group elects to cancel this Contract for any reason other than a termination for cause or force majeure, Group agrees to provide written notice to Hotel followed (within 30 days) by the payment indicated in the following scale:

| | |
|------------------------------------------------------|---------------------------------------|
| From the date of Contract signing to August 12, 2008 | \$8,604 (50% of anticipated revenue) |
| From August 13, 2008 to October 12, 2008 | \$12,045 (70% of anticipated revenue) |
| From October 13, 2008 to date of arrival | \$15,487 (90% of anticipated revenue) |

The option to cancel is agreed by the parties to constitute the exercise of a contractual option and not a default. The parties further agree that the amounts set forth above are reasonable estimates of the losses that would be incurred by Hotel.

Any or all deposit monies paid by Group will be applied towards any cancellation charges.

FORCE MAJEURE

The performance of this Contract is subject to acts of God, government authority, disaster, or other emergencies, any of which make it illegal or impossible for either party to perform its obligations. It is provided that this Contract may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

INSURANCE

The Hotel and the Group shall obtain and maintain and provide evidence of insurance upon request in amounts sufficient to provide coverage for any liabilities which may reasonably arise out of or result from the respective obligations pursuant to this contract.

INDEMNIFICATION

Each party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the gross negligence or intentional misconduct of such party or its respective officers, directors, employees, agents, contractors, members or participants (as applicable), provided that with respect to officers, directors, employees, and agents, such individuals are acting within the scope of their employment or agency, as applicable.

PROPERTY DAMAGE RESPONSIBILITY

Group is responsible for any damage caused by Group's attendees, vendors, contractors or agents to Hotel or Hotel property suites used for any hospitality or food service events by Group, and will fully indemnify hotel for all reasonable costs incurred in repair or replacement of property damage.

CONSTRUCTION

Hotel shall promptly notify Group of any construction or remodeling to be performed in the Hotel over the meeting dates and Hotel shall use all commercially reasonable efforts to insure that any such occurrence shall not materially interfere in any way with Group's use of the Hotel. Should construction or remodeling be mutually determined to materially interfere with Group's meeting, Group shall have the right to terminate this contract without liability with written notice to Hotel as long as such notice is given within (30) days of Group's receipt of notice of such construction or remodeling. Hotel must notify Group in writing at least (90) days prior to the beginning of any such event.

AMERICANS WITH DISABILITIES ACT

Group and Hotel shall each be responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act and any applicable state or local laws in their respective operation or use of Hotel. Hotel shall provide, to the extent required by law, such auxiliary aids and services or modifications of Hotel rules or policies as may be reasonably requested by Group on behalf of its disabled members for use in sleeping rooms and public areas of Hotel operated by Hotel personnel, provided that Group gives reasonable advance written notice to Hotel of such needs. During its use of Hotel, Group shall be responsible for providing its disabled members with auxiliary aids and services or modifications of Group rules or policies in connection with any Group program, activities or presentation (including, for example, engagement of and payment to specialized service providers, such as sign language interpreters), where such accommodation is necessary for use in the meeting space used by Group, other than those types and quantities typically maintained by Hotel.

SHERATON SMOKE FREE POLICY

In alignment with all Sheraton Hotels, the Sheraton Atlanta Hotel is a smoke free hotel. The hotel is smoke free in all areas of the Hotel: lobby, guest rooms, restaurant, lounge, meeting and banquet facilities. Restaurants on property that are not operated by Sheraton may not participate in the smoke free policy. To protect the smoke free environment, the Hotel will post a \$200 cleaning fee to the account of any guests who smokes in their hotel room. To ensure the cooperation and comfort of Group's attendees, Group agrees to advise its attendees in writing in promotional materials for Group's event of the Sheraton Smoke Free policy, and Sheraton will also advise the attendees upon check in.

LIMITATION ON PUNITIVE DAMAGES

The parties hereby agree that neither party shall be liable for any punitive damages.

ARBITRATION/DISPUTE RESOLUTION/ATTORNEY'S FEES

The parties will resolve any controversy, claim or dispute of any kind or description arising out of or relating to this Contract through binding arbitration conducted in accordance with the rules of the American Arbitration Association or JAMS in the state of Georgia and the selection of arbiter shall be subject to the agreement of both parties and neither party shall unreasonably withhold agreement. The law of the state of Georgia will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or court proceeding, the prevailing party shall be entitled to recover reasonable attorney's fees and interest associated with Hotel's efforts to collect monies owed under the terms of this Contract. Should Group prevail in any such action brought by Hotel, Group shall be entitled to recover same.

COMPLIANCE WITH LAWS AND HOTEL RULES AND POLICIES

Both parties agree to comply with all applicable federal, state and local laws and Hotel rules and policies governing the Contract and event, including any rules, regulations or requests of the U.S. Department of Homeland Security.

ASSIGNMENT

The parties agree that they may not assign its interest, rights or duties under this Contract to any other person or entity without the other parties' prior approval.

NOTICE

Any notice required or permitted by the terms of this contract must be in writing. Notice must be sent by certified or registered mail, return receipt requested, or by a recognized overnight courier service with provision for a receipt. Notices shall be deemed effective as of the date shown on the receipt.

WAIVER

If either party agrees to waive its right to enforce any term of this contract, it does not waive its right to enforce any other terms of this contract.

SEVERABILITY

If any provision of this Contract is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of the Contract shall have full force and effect.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Group will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

SIGNATURE

This contract, with exhibits attached (if any), constitutes the entire agreement between the parties and may not be amended or changed unless done so in a writing signed by Hotel and Group.

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

Oral modifications to this written Contract, even if allowed by local law, will not be considered binding.

ACCEPTED AND AGREED TO:

AQUATIC GARDENS ASSOCIATION

By: 
Mr. Larry Lampert,

Date: 2-11-08

By: President
Officer

Date: 2-11-08

Sheraton Atlanta Hotel

By: 
Josh Baker, National Sales Manager

Date: 2/12/08

By: 
Dale Gustafson, CMP, Director of Sales

Date: 2/12/08

STARWOOD PREFERRED PLANNER – CLIENT ACCEPTED POINTS

Starwood Preferred Planner points, awarded through the Starwood Preferred Guest Program, are available to qualified meeting planners for business contracted through the sales and catering departments of participating Starwood Hotels and Resorts Worldwide, Inc.

The client acknowledges that such points have been offered in connection with the rooms and services purchased under this Contract, and that client consents to the awarding of such points as set forth below. If the signatory of this Agreement is one of the individuals listed below, such signatory, by signing this Agreement, represents and warrants that he/she is authorized by client to accept such points. Once full payment is received by the Hotel for the rooms and services purchased under this Contract, points will be awarded according to the Starwood Preferred Planner Program Rules to the following person(s) and/or charitable organization(s) up to a maximum of three recipients:

| Member Name or Charity Organization | Starwood Preferred Guest Membership Number | |
|-------------------------------------|--------------------------------------------|--|
| 1. Larry Lampert | 50792351716 | |
| 2. | | |
| 3. | | |

Initial here

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(Points will be divided equally between/among the individuals listed above, provided the above individuals are members of the Starwood Preferred Planner and Starwood Preferred Guest program in good standing, and are employed by the company hosting or the company that booked the meeting when the Starpoints are awarded. If the named individuals do not meet these criteria when the Starpoints are awarded, the contracting company may name a substitute Planner to receive the Starpoints.)