

Company Name:
Gaylord Entertainment

Contract Number:
Not Applicable

Order Number:
HSCEMD-09-P-00093 (HSCEMD09P00093)

Solicitation Number:
Not Available

Requisition/Reference Number:
192109CC021000038

Latest Modification Processed:
Not Applicable

Period of Performance:
Through 3/26/2009

Services Provided:
Providing services at the Gaylord Resort for the Mission Support Conference, 2009.

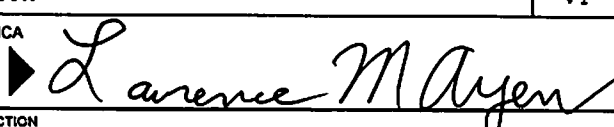
ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 12/31/2008		2. CONTRACT NO. (If any)		6. SHIP TO: a. NAME OF CONSIGNEE DEPT OF HOMELAND SECURITY	
3. ORDER NO. HSCEMD-09-P-00093		4. REQUISITION/REFERENCE NO. 192109CCO21000038		b. STREET ADDRESS OFFICE PRINCIPAL LEGAL ADVISOR 7701 N STEMMONS FRWY, 8TH FLOOR CARMEN HASSELBACH 214-905-5202	
5. ISSUING OFFICE (Address correspondence to) ICE/Mission Support/OAQ Dallas Immigration and Customs Enforcement Office of Acquisition Management 7701 N. Stemmons Freeway, Suite 300 Attn: Eva Fulton 214-905-5392 Dallas TX 75247		c. CITY DALLAS		d. STATE TX	e. ZIP CODE 75247
7. TO: a. NAME OF CONTRACTOR GAYLORD ENTERTAINMENT COMPANY		f. SHIP VIA		8. TYPE OF ORDER <input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR: <input type="checkbox"/> b. DELIVERY	
b. COMPANY NAME		c. STREET ADDRESS 1501 GAYLORD TRAIL		Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated. Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY GRAPEVINE		e. STATE TX	f. ZIP CODE 760511945	9. ACCOUNTING AND APPROPRIATION DATA See Schedule	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input type="checkbox"/> d. WOMEN-OWNED		<input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> e. HUBZone		<input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> f. EMERGING SMALL BUSINESS	
12. F.O.B. POINT Destination		10. REQUISITIONING OFFICE ICE Ofc of Principal Legal Advisors		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Multiple	
13. PLACE OF a. INSPECTION Destination		14. GOVERNMENT B/L NO.		16. DISCOUNT TERMS b2Low	
b. ACCEPTANCE Destination		17. SCHEDULE (See reverse for Rejections)			

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 199360897 Obligation Point of Contact: Sharon Sherman 214- [redacted] b6 Acquisition Point of Contact: Eva Fulton 214- [redacted] b6 Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME DHS, ICE				\$19,416.30		17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) Burlington Finance Center P.O. Box 1620 Attn: ICE-OPLA RE: HSCEMD-09-P-00093				\$19,416.30		
c. CITY Williston		d. STATE VT	e. ZIP CODE 05495-1620			

22. UNITED STATES OF AMERICA BY (Signature) 		23. NAME (Typed) Lawrence M. Ayers TITLE: CONTRACTING/ORDERING OFFICER	
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>This purchase order is issued as a Firm Fixed Price.</p> <p>This purchase also hereby incorporates a 7 page document from Gaylord Texan Resort. Accounting Info:</p> <p align="center">b2Low</p> <p>Period of Performance: 03/24/2009 to 03/26/2009</p>					
0001	<p>PODIUM W/ MICROPHONE PANELS SPEAKER'S TABLE AUDIO SYSTEM MIXER Quantity represents 3 days of service.</p> <p>Delivery: 03/24/2009</p>	3	DA			
0002	<p>DVD PLAYER</p> <p>Delivery: 03/24/2009</p>	3	DA			
0003	<p>INTERNET ACCESS - initial setup for one day and 2 days additional service for the entire duration of the conference.</p> <p>Delivery: 03/24/2009</p>	1	EA			
0005	<p>2 LAVALIERE MICROPHONES FOR 3 DAYS</p> <p>Delivery: 03/24/2009</p>	3	DA			
0006	<p>CORDLESS MICROPHONE W/ STANDS - ONE MICROPHONE FOR 3 DAYS</p> <p>Delivery: 03/24/2009</p>	3	DA			
0007	<p>LCD PKG (INCLUDES SCREEN, CART, CABLING & PROJECTOR) FOR 3 DAYS</p> <p>Delivery: 03/24/2009</p>	3	DA			
00071	<p>FLIP CHARTS RENTAL FEE</p> <p>b4 PER DAY FOR 3 DAYS = b4</p> <p>Continued ...</p>	3	EA			

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**ORDER FOR SUPPLIES OR SERVICES
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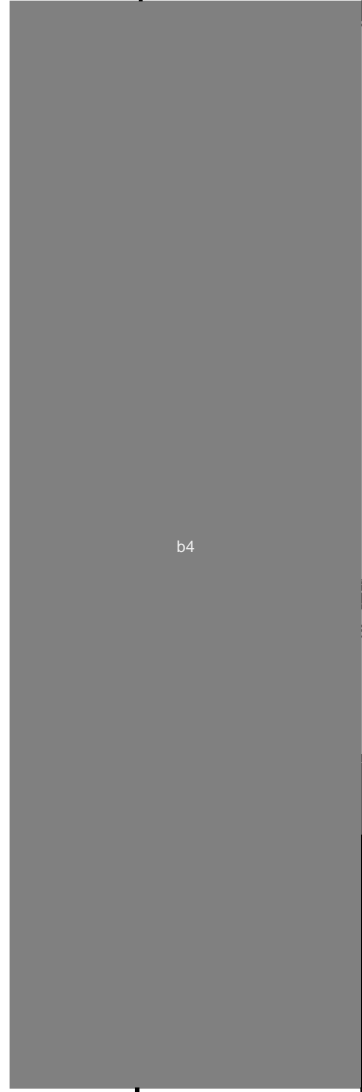
DATE OF ORDER
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0008	Delivery: 30 Days After Award AV TECHNICAN (8 HOURS PER DAY)	24	EA			
0009	Delivery: 03/24/2009 GENERAL SESSION ROOM CHARGES - No charge	3	DA			
0010	Delivery: 03/24/2009 22% TAXABLE SERVICE CHARGE ON GENERAL ASSEMBLY SPACE AND ASSOCIATED ACCESSORIES	1	EA			
0012	Delivery: 03/24/2009 FOOD AND BEVERAGE - "Houston, This is Healthy!" A.M. BREAK ON 3/24/09 Delivery: 03/24/2009 Period of Performance: 03/24/2009 to 03/24/2009	90	EA			
0013	Delivery: 03/24/2009 FOOD AND BEVERAGE - "Protein Power II" P.M. BREAK ON 3/24/09 Delivery: 03/24/2009 Period of Performance: 03/24/2009 to 03/24/2009	90	EA			
0014	Delivery: 03/25/2009 FOOD AND BEVERAGE - "Protein Power" A.M. BREAK ON 3/25/09 Delivery: 03/25/2009 Period of Performance: 03/25/2009 to 03/25/2009	90	EA			
0015	Delivery: 03/25/2009 FOOD AND BEVERAGE - "Back to the Basics P.M." P.M. BREAK ON 3/25/09 Delivery: 03/25/2009 Period of Performance: 03/25/2009 to 03/25/2009 Continued ...	90	EA			



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**ORDER FOR SUPPLIES OR SERVICES
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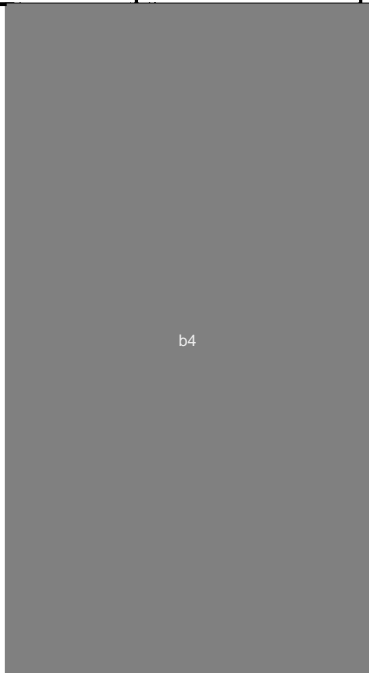
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0016	FOOD AND BEVERAGE - "Apples & Bananas" A.M. BREAK ON 3/26/09 Delivery: 03/26/2009 Period of Performance: 03/26/2009 to 03/26/2009	90	EA			
0017	FOOD AND BEVERAGE - "Deep In the Heart of Chocolate" P.M. BREAK ON 3/26/09 Delivery: 03/26/2009 Period of Performance: 03/26/2009 to 03/26/2009	90	EA			
0018	Coffee Refresh Per Gallon - for each "snack" period - 3 gallons for the morning "AM" session and 1 gallon for the "PM" session.	9	EA			
0019	22% FOOD AND BEVERAGE TAXABLE SERVICE CHARGE Delivery: 03/26/2009 CLAUSES INCORPORATED BY REFERENCE (Feb 98) FAR 52.252-2 This contract incorporates one or more clauses by reference with the same force and effect as if they were given in their full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address; http://www.arnet.gov/far . 52.213-2 Offeror Representations and Certifications - Commercial Items 3052.209-70 Prohibition on contracts with corporate expatriates. PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006) (a) Prohibitions. Continued ...	1	EA			



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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.</p> <p>(b) Definitions. As used in this clause:</p> <p>Expanded Afiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.</p> <p>Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.</p> <p>Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)-</p> <p>(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;</p> <p>(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held-</p> <p>Continued ...</p>					

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or</p> <p>(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and</p> <p>(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.</p> <p>Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.</p> <p>(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.</p> <p>(1) Certain Stock Disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:</p> <p>(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or</p> <p>(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b) (1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b) (1).</p> <p>Continued ...</p>					

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	<p>(2) Plan Deemed In Certain Cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.</p> <p>(3) Certain Transfers Disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.</p> <p>(d) Special Rule for Related Partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.</p> <p>(e) Treatment of Certain Rights.</p> <p>(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows: (i) warrants; (ii) options; (iii) contracts to acquire stock; (iv) convertible debt instruments; and (v) others similar interests.</p> <p>(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard Continued ...</p>					

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>transactions whose recognition would defeat the purpose of Section 835.</p> <p>(f) Disclosure. The offeror under this solicitation represents that [Check one]: <input type="checkbox"/> it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73; <input type="checkbox"/> it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or <input type="checkbox"/> it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.</p> <p>(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.</p> <p>(End of provision)</p> <p>INVOICE INSTRUCTIONS:</p> <p>All vendor warranties, explicit or implicit, pertaining to the items or services identified on this order are incorporated as a part of this order.</p> <p>The contractor is requested to acknowledge acceptance of this Delivery order by signing in the space below and returning a copy of this page with signature to the Contracting Officer via fax at (214) 905-5568. Continued ...</p>					

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**ORDER FOR SUPPLIES OR SERVICES
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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 12/31/2008	CONTRACT NO.	ORDER NO. HSCCMD-09-P-00093
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>Signature _____</p> <p>Title _____</p> <p>Date _____</p> <p>FOR COMMUNICATION OF THIS ORDER</p> <p>All communications and invoices must reference the order number shown in block #3 on page 1 of the DELIVERY order. Payment inquiries should be directed to Dallas Finance Center (214) 915-6277. Direct other inquiries to Eva Fulton at the issuing office at (214) 905-5392, or you can send E-mail to eva.fulton@dhs.gov .</p> <p>NOTE: The contractor should not accept any instruction that results in a change to the supplies/services ordered herein from an Entity or individual other than a Contracting Officer at the issuing office.</p> <p>Vendor: Your Taxpayer Identification Number (TIN) is required on all invoices submitted to DHS for payment to be processed.</p> <p>1.Invoices shall now be submitted via one of the following three methods:</p> <p>a.By mail:</p> <p>DHS, ICE Burlington Finance Center P.O. Box 1620 Williston, VT 05495-1620 Attn: ICE/OPLA RE: HSCCMD-09-P-00093</p> <p>b. By facsimile (fax): (include a cover sheet with point of contact & # of pages)</p> <p>802-288-7658</p> <p>Continued ...</p>					

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	<p>c.By e-mail:</p> <p>Invoice.Consolidation@dhs.gov</p> <p>Invoices submitted by other than these three methods will be returned. The contractor's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (http://www.ccr.gov) prior to award and shall be notated on every invoice submitted on or after December 1, 2007 to ensure prompt payment provisions are met. The ICE program office shall also be notated on every invoice.</p> <p>Payment inquiries are to be directed to Dallas Finance Center at (214) 915-6277</p> <p>2.In accordance with Contract Clauses, FAR 52.212-4 (g) (1), Contract Terms and Conditions - Commercial Items, or FAR 52.232-25 (a) (3), Prompt Payment, as applicable, the information required with each invoice submission is as follows:</p> <p>"..An invoice must include-</p> <ul style="list-style-type: none"> (i) Name and address of the Contractor; (ii) Invoice date and number; (iii) Contract number, contract line item number and, if applicable, the order number; (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered; (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading; (vi) Terms of any discount for prompt payment offered; (vii) Name and address of official to whom payment is to be sent; (viii) Name, title, and phone number of person to notify in event of defective invoice; and <p>Continued ...</p>					

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	<p>(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.)</p> <p>(x) Electronic funds transfer (EFT) banking information.</p> <p>(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.</p> <p>(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.</p> <p>(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.</p> <p>Invoices without the above information may be returned for resubmission.</p> <p>The total amount of award: \$19,416.30. The obligation for this award is shown in box 17(i).</p>					

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GAYLORD TEXAN*

RESORT & CONVENTION CENTER

on Lake Grapevine

November 3, 2008
Revised December 31, 2008

Account: Department of Homeland Security - Immigration and Customs Enforcement
 Contact: Oralia Salas
 Address: 8585 N. Stemmons Freeway, Suite 300S Total Room Block: 240
 Dallas, TX 75247 Reservation Cut off Date: February 21, 2009
 Telephone: 214 [b6] Reservation Method:

We are delighted that you have selected the Gaylord Texan Resort & Convention Center to host the Department of Homeland Security - Mission Support Conference.

We are pleased to confirm our discussions regarding your meeting and to present the Hotel's policies and procedures enabling us to serve as your host.

The following guest rooms have been reserved:

Room Type		03/23/09	03/24/09	03/25/09	03/26/09
		Mon	Tue	Wed	Thu
Run of House	Agreed	60	60	60	60

Your current or prevailing Government Per Diem room rates will be:

Run of House single Occupancy: [b4]
 Run of House double Occupancy: [b4]

Signed Agreement is due by **Friday, January 9, 2009**. If we have not received the signed copies of the Agreement from you by this date, we reserve the right to release your first option. In the event we have a definite request for this room block prior to this date, we will contact you for a decision and you will have one (1) business day to either return the signed agreement, or release the option.

These rates are for single occupancy. Rates are subject to a resort service fee currently at \$ [b4] per room, per night. These rates are net, non-commissionable. Group rates will apply three (3) days prior to, and following the dates of the room block, based on availability.

RESORT FEE

A daily resort fee, currently \$ b4 will be added to the guest room rate. This fee will cover several in-room amenities which at the time of check-in will include:

- Wired and wireless high-speed internet access in guestrooms
- Fitness Center access
- 2 Complimentary bottled waters per day
- Discounted individual transportation to designated Grapevine area attractions
- Daily newspaper
- Local and toll free 800 telephone calls (20 minutes per call)

RESERVATIONS

Room reservations received after the reservation cut off date of **Monday, February 23, 2009** will be confirmed on a space-available basis at the rack rate. All reservations must be accompanied by one night's deposit plus tax by check or guaranteed by a major credit card as well as complete address information. Deposits are only refundable for cancellations occurring up to three days prior to arrival.

The toll-free number to reservations is 866-782-7897.

Please indicate which of the following procedures will be used by your group.

- Rooming List
 Individual Call-in

CHECK-OUT TIME

Check-in time is 3:00 p.m. local time. Check-out time is 11:00 a.m. local time. Anyone checking out after 11:00 a.m. local time may incur late charges. Special arrangements can be made for late check-outs based on availability, and/or luggage can be stored for individuals with later departures.

BILLING AND DEPOSIT INFORMATION

For your convenience, all major credit cards including American Express are accepted for deposits as well as final payments on all meetings.

To qualify for direct billing privileges, please complete and return the enclosed credit application. If approved by the hotel credit department, the following may be billed to your master account (*please specify*):

- Room, Tax and Resort Fee (Entire group)
- Room, Tax and Resort Fee (VIP, staff, etc.)
- Authorized Food and Beverage
- Audiovisual
- Incidentals

~~Seventy-five percent (75%) of the anticipated Group expenditures to be master billed, including all food and beverage charges, is due thirty (30) days prior to arrival. Until this pre-payment is made, the Hotel reserves the right to withhold any or all the services hereunder agreed to. Total deposit is due on or before February 23, 2009.~~

~~If master billing is not approved or if credit status changes, a prepayment schedule for all anticipated master billed charges prior to arrival will be established by Hotel.~~

~~All deposit or prepayment checks should be made payable to Gaylord Texan Resort & Convention Center and sent to the attention of the Accounting Department at:~~

~~_____ Gaylord Texan Resort & Convention Center
 _____ Accounting Department
 _____ 1501 Gaylord Trail
 _____ Grapevine, TX 76051~~

~~If any required deposits are not received by the due date, credit card guarantee/authorization on file will be charged 48 hours prior to arrival.~~

MASTER ACCOUNT; DUE DATE FOR PAYMENT

Department of Homeland Security will issue a PO for guarantee of payment. The Prompt Payment Act will apply.

For your convenience, we ask that you meet with our Accounting office prior to your departure to review all charges on the master account. The final master account bill will then be sent to you, and all charges not disputed in good faith will be due and payable within 30 days of receipt. The Hotel must receive a description in writing of any amounts disputed in good faith within 10 days of receipt of invoice. ~~Overdue accounts are subject to the amount set by the current Treasury Rate as established by Federal law, a finance charge of 1.5 percent per month (or, if less, the maximum amount permitted by law) of the unpaid balance for all charges.~~

PROGRAM

We have reserved the following space for your meeting and social functions based on our understanding of your needs at this time.

Date	Time	Name of Event	Setup	Number of Attendees
Tuesday 3/24/2009	08:00 AM - 06:00 PM	Meeting	Rounds of 7	90

	7:00 AM - 7:15 AM	Break	Roll-In	90
	03:00 PM - 03:15 PM	Break	Roll-In	90
Wednesday 3/25/2009	08:00 AM - 06:00 PM	Meeting	Rounds of 7	90
	7:00 AM - 7:15 AM	Break	Roll-In	90
	03:00 PM - 03:15 PM	Break	Roll-In	90
Thursday 3/26/2009	08:00 AM - 06:00 PM	Meeting	Rounds of 7	90
	7:00 AM - 7:15 AM	Break	Roll-In	90
	03:00 PM - 03:15 PM	Break	Roll-In	90

Specific meeting rooms are not guaranteed, and Hotel may substitute comparable space in its reasonable discretion. Any changes or additions to meeting space listed in this contract are subject to additional meeting room rental.

Use of the above private event space for your specific date and event requires a food and beverage minimum of \$ [redacted] in banquet food and beverage and rental fees are waived for an overall minimum of \$ [redacted] (the "Catering Minimum") exclusive of cash bars, service charge and tax. Final food and beverage charges will be based on the food and beverage minimum of \$3,500.00 or your actual charges, whichever is higher, plus room rental, service charge and applicable tax.

For planning purposes our 2008 average banquet prices are as follows:

Continental Breakfast	\$ [redacted]	Reception - Light	\$ [redacted]
Breakfast	\$ [redacted]	Reception - Heavy	\$ [redacted]
Lunch	\$ [redacted]	Dinner	\$ [redacted]

All charges have a [redacted] % service charge.

ATTRITION

Federal Government individuals are paying for their own guest rooms.

CANCELLATION POLICY

Should it become necessary for Department of Homeland Security - Immigration and Customs Enforcement to cancel its conference, Department of Homeland Security - Immigration and Customs Enforcement will pay as liquidated damages to the Hotel, depending upon the timing of such cancellation, the following percentages of the total revenues to be received by the Hotel from your event for the **Catering Minimum** pursuant to this Agreement. Liquidated damages are due within 30 days of notice of cancellation.

Time Period of Cancellation

December 31, 2008 to first arrival night

Cancellation Fee

[redacted] % of total estimated catering minimum

Date of signature to January 29, 2009 [b4] % of total catering minimum

You may cancel this Agreement only by written notice to the attention of the person who has signed this letter on behalf of Gaylord Texan, addressed to Gaylord Texan Resort and Convention Center, 1501 Gaylord Trail, Grapevine, Texas 76051.

PARKING

~~Our standard rates for overnight parking are currently \$ [b4] for self-parking and \$ [b4] .00 for valet. For guests attending your event, but not staying overnight, we are pleased to currently extend the rate of \$10.00 tax inclusive for self-parking and \$ [b4] tax inclusive for valet. At your discretion, these charges may be added to the master account, or paid by individual attendees. Individual parking will be paid by attending individuals.~~

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INDEMNIFICATION

~~Each party, to the extent permitted by law, will indemnify, defend and hold harmless the other party from all claims, demands, or suits for personal injury or property damage, including costs and reasonable attorney fees, related to claims based on the indemnifying party's negligent acts or omissions, except to the extent of the negligence of the indemnified party.~~

INSURANCE

Federal Government has their own insurance.

FORCE MAJEURE

An event of "Force Majeure" shall mean any act of God, fire, earthquake, national disaster, accident, act of government or any other act that is beyond the reasonable control of either party. Neither party will be deemed in default of this Agreement to the extent that performance of the affected party's obligations is made illegal or impossible by reason of a Force Majeure event, provided that the affected party shall give the other party written notice of the Force Majeure event promptly, in any event within fifteen (15) days (if available) of discovery, and shall use best efforts to continue to perform its obligations hereunder in spite of such event.

AMERICANS WITH DISABILITIES ACT

Gaylord Texan has made, and will continue to make, every effort to be in compliance with the Americans With Disabilities Act. Department of Homeland Security - Immigration and Customs Enforcement, hereby, agrees to notify Gaylord Texan, at its earliest possible convenience, of any special needs of any of the members of its group.

CONSTRUCTION/REMODELING

In order to maintain the quality of the Gaylord Texan Resort and Convention Center facilities and to continue to address the needs of its clients, Gaylord Texan Resort and Convention Center periodically will undertake a remodeling or construction project at its facilities.

In performing such remodeling and/or construction work, Client can be assured that Gaylord Texan Resort and Convention Center will be cognizant of the impact of such work on the use of the facilities by the Client and will take appropriate steps to ensure Client's use of facilities will not be negatively impacted by any such remodeling and/or construction work. Gaylord Texan Resort and Convention Center will certainly keep Client advised of all remodeling and/or construction work to be performed during the Client's use of the facilities.

MISCELLANEOUS

This Agreement will be effective upon execution by both parties, and prior to such time it is not an offer by Hotel. The person signing this Agreement represents and warrants such person has legal authority to bind the Group and agrees to provide written evidence of such authority upon request (but Hotel's failure to make a request is not a waiver of any kind). Group agrees the liquidated damages amounts stated herein are a reasonable estimate of Hotel's actual damages (which otherwise would be difficult to determine) and not a penalty. Neither party will be liable for any special, incidental, indirect or consequential damages of the other party (and in no event will Hotel be liable for lost revenues or profits of Group). Neither party will be entitled to injunctive or other equitable relief with respect to this Agreement. Group may not assign or transfer any of its rights hereunder. Required notices to a party will be effective when received if delivered to such party's address by registered mail or national overnight delivery service.

CONFIRMATION

Please return this signed agreement to my attention by Friday, January 9, 2009 and we will confirm this agreement by countersigning it and returning at copy to you.

Again, we appreciate Department of Homeland Security - Immigration and Customs Enforcement selecting the Gaylord Texan Resort and Convention Center.

Agreed and Accepted:

Department of Homeland Security -
Immigration and Customs Enforcement

Gaylord Texan Resort and Convention
Center

By: Laraine Meyer
Authorized Signature

By: Laura DeWitt
Executive Sales Manager

Date: 11/15/09

Date: _____

Company Name:
Gaylord Entertainment

Contract Number:
Not Applicable

Order Number:
HSCEMD-09-P-00093 (HSCEMD09P00093)

Solicitation Number:
Not Available

Requisition/Reference Number:
192109CC021000038

Latest Modification Processed:
Not Applicable

Period of Performance:
Through 3/26/2009

Services Provided:
Providing services at the Gaylord Resort for the Mission Support Conference, 2009.