This agreement (the "Agreement") is made and entered into by and between Interstate Management Company, LLC, as agent for TPProperty LLC, d/b/a La Torretta Lake Resort & Spa (hereinafter referred to as "Hotel") and Texas A&M University (hereinafter referred to as "Group"). This Agreement will become binding on both parties only after it is signed by both parties.

ARTICLE ONE: DESCRIPTION OF THE EVENT

CLIENT: TEXAS A&M UNIVERSITY HEALTH SCIENCE CENTER ON BEHALF OF THE COLLEGE OF MEDICINE
Contact: Ms. Norma Jones
Address: 2128 Tamu
          College Station, TX 77845
Market Segment: SMERFE-Education

Phone: 979-436-0345
Email: jones@tamhsc.edu

RESORT CONTACT:
Sales Manager: Melissa Taylor
Property Address: 600 La Torretta Blvd.
                 Montgomery, TX 77356

Phone: 936-448-3065
Fax: 936-448-3230
Email: mtaylor@latorrettalakeresort.com

NAME OF EVENT: Texas A&M University College of Medicine
PROGRAM DATES: Friday, 04/06/18 - Saturday, 04/07/18

ARTICLE TWO: GROUP ROOM RESERVATIONS

2.1 SLEEPING ROOMS AND RATES:
Hotel agrees that it will provide, and Group agrees that either Group or guests attending the Event (as specified below) will purchase, room nights in the Hotel in the following pattern (the "Room Block"). Hotel does not guarantee any particular rooms nor does it guarantee rooms will be in proximity to each other.

<table>
<thead>
<tr>
<th>Tower Suites – Double Occupancy</th>
<th>50</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>50</td>
</tr>
</tbody>
</table>

Maximum Guestroom Occupancy: 2 guests per bed

EP OVERNIGHT RATES: (Daily rate quoted per room, per day)
$129.00+ Tower Suite; per room per night

We are pleased to offer a 2-day pre & post room rate of $129.00+ for attendee's staying additional nights outside of the meeting dates. Pre & Post rooms not contracted will be subject to Resort availability.

Check-in time is 4:00 pm; Check-out time is 11:00 am; Luggage storage available upon request. Late check-out requests must be approved by the front desk and are subject to an additional $100. After 2:00pm any guests remaining in their rooms will be charged (1) one full night's room and tax.

Resort fee: A $10.00+ resort fee will apply per room per night. Resort fee includes 24hr internet access, unlimited local phone calls, all incoming faxes, in-room coffee, tea and access to all of the resort activities.
Parking fee: Valet parking is offered at $18.00 daily, per vehicle. Day or Event Parking is $12.00 per vehicle. (Excludes sales tax of 8.25%). Self-Parking is offered complimentary.

SPECIAL CONCESSIONS:
Based on 90% pick-up of guestroom block, we are pleased to offer the following concessions as an added value to your program. Should Texas A&M University not meet the 90% requirement the Resort reserves the right to adjust or remove any concessions noted below.

- $10.00+ resort fee per room per night, reduced from $25.00+ per room per night

2.2 TAXES
The above rates do not include any applicable state or municipal taxes, fees or assessments. Group shall be responsible for any applicable taxes, fees or assessments, the amounts of which are subject to change by applicable government agencies with or without notice. If Group is claiming tax-exempt status, then (1) Group must present all documentation required by Hotel and pay in the manner specified by Hotel and (2) Group hereby accepts all liability and agrees to indemnify Hotel for all taxes paid and all costs incurred, including attorney fees, if a taxing authority requires that Hotel remit tax for the room nights covered by this Agreement. Occupancy Tax 13% and Sales Tax 8.25%.

2.3 ARRIVAL DATE
The term "Arrival Date" in this Agreement refers to earlier of the first date of the Room Block and the first of any Functions.

2.4 CUTOFF DATE
03/15/2018 (the "Cutoff Date"), Hotel shall be permitted to release, for sale to the general public or to other groups, any room nights in the Room Block that have not been reserved as provided in this Agreement. Hotel will continue to accept reservations from Group's attendees after that date at the prevailing room rate, subject to availability. The release of room nights after the Cutoff Date shall not release Group from any liability for Sleeping Room Performance as provided in this Agreement.

On or before the Cutoff Date (or, at Hotel’s discretion, after the Cutoff Date), Group may avoid Hotel's release of any number of un-booked sleeping rooms in the Room Block by guarantying payment for those sleeping rooms either by making a deposit in the full amount of the room rates plus taxes or, if Hotel has extended credit to Group, by agreeing in writing to have these amounts posted to the Master Account.

2.5 INTERMEDIARY COMMISSION OR FEE
A portion of the Administrative Charges (72%) will be distributed to Hotel staff who provide services during the Event as additional compensation for their services, while the remainder (28%) will be applied to other costs and/or expenses and will not be distributed to Hotel staff. Group will have the option, when providing the final Event payment, to add gratuity that will be distributed to the Hotel staff that provided services during the Event. Group or Group’s Attendees may also provide gratuities to Hotel staff during the Event.

All rates are non-commissionable.

2.6 RESERVATIONS
INDIVIDUAL RESERVATIONS: The resort is pleased to offer the use of our online reservations system GroupMAX, powered by Passkey. All reservations will be made, modified or canceled by individuals on-line at a URL to be established approximately 72-hours after your contracted is executed. Reservations must be made before 03/19/2018 in order to be eligible for the group rate. The resort will be able to supply a username and password to provide the event planner with 24/7 on-line access to the group’s information and reports via the Planner Dashboard.

A credit card is required at time of reservations and will be billed the first nights rate in full as a deposit. Please note if we do not receive reservation commitments by the cut-off date, we may release the guestrooms for re-sale; however the terms of the guestroom commitment minus any attrition exercised will apply.
ARTICLE THREE: EVENT SERVICES, FOOD & BEVERAGE

3.1 EVENT SERVICES: Hotel shall make the following reservations of meeting spaces for group functions during the Event ("Functions"): 

DAY MEETING PACKAGE (DMP):

A Day Meeting Package rate will be applicable per person.

Your Package will include - General session meeting room; room will be set to your specifications and stocked with a "Conference Toolkit". Each place setting will have a 8.5 x 11 writing tablet, pen, water and hard candy; Continuous refreshment breaks during the meeting day; Standard audio/visual equipment as requested to include: Standard audio/visual equipment as requested in the general session room to include: One flipchart with pad and markers, one Wired Microphone, one DVD player, one combination Laser Pointer/Wireless mouse, one LCD projector with screen and all set-up and tear-down labor associated with the equipment listed above (Any additional A/V beyond that listed above, for any additional event space, may be purchased at an additional charge based upon needs); Meals as per your individual package in the Conference Dining Room.

For groups on a package, with less than 21 meeting attendee’s, an additional fee of $150.00 per day will apply.

Packages are as follows:

Full-Day Meeting Package with Private Lunch & Private Dinner - $79.00++ (without breaks)
Half-Day Meeting Package with Private Breakfast - $35.00++ (without breaks)

<table>
<thead>
<tr>
<th># Day Guest</th>
<th>DMP Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Friday 04/06/2018</td>
<td>Saturday 04/07/2018</td>
</tr>
<tr>
<td>150</td>
<td>150</td>
</tr>
<tr>
<td>$79.00++</td>
<td>$35.00++</td>
</tr>
</tbody>
</table>

Should your program agenda change prior to arrival and DMP's are increased, they will be added to your master account.

AGENDA

<table>
<thead>
<tr>
<th>Date</th>
<th>Start Time</th>
<th>End Time</th>
<th>Function</th>
<th>Room</th>
<th>Setup</th>
<th>Agr</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Friday - Day #1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4/6/2018</td>
<td>8:00 AM</td>
<td>5:00 PM</td>
<td>Meeting</td>
<td>Conference Room</td>
<td>Classroom</td>
<td>150</td>
<td>Included in Day Meeting Package (DMP)</td>
</tr>
<tr>
<td>4/6/2018</td>
<td>12:00 PM</td>
<td>1:00 PM</td>
<td>Lunch - Package</td>
<td>Conference Room</td>
<td>Existing</td>
<td>150</td>
<td>Included in DMP</td>
</tr>
<tr>
<td>4/6/2018</td>
<td>6:00 PM</td>
<td>9:00 PM</td>
<td>Dinner - Package</td>
<td>Conference Room</td>
<td>Existing</td>
<td>150</td>
<td>Included in DMP</td>
</tr>
<tr>
<td>Saturday - Day #2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4/7/2018</td>
<td>7:00 AM</td>
<td>9:00 AM</td>
<td>Breakfast - Package</td>
<td>Conference Room</td>
<td>Existing</td>
<td>150</td>
<td>Included in DMP</td>
</tr>
<tr>
<td>4/7/2018</td>
<td>8:00 AM</td>
<td>12:00 PM</td>
<td>Meeting</td>
<td>Conference Room</td>
<td>Classroom</td>
<td>150</td>
<td>Included in DMP</td>
</tr>
</tbody>
</table>

Hotel reserves the right to assign and change specific meeting room space at its discretion. Group must obtain final approval from Hotel before publishing meeting room names.

3.2 FUNCTION ROOM SET-UP AND OPERATION

Group must obtain advance written approval from Hotel before Group, or any independent contractor of Group, may set up its own equipment, displays or facilities for any Function. Group and/or any such contractor shall coordinate all such deliveries/set ups with sufficient advance notice to Hotel. Group will be responsible and shall, to the extent permitted by the constitution and laws of the state of Texas, indemnify Hotel for any damage that Group, or its employees, agents or contractors, causes to persons or property within Hotel arising out of or related to any property brought to Hotel’s premises by Group or any contractor of Group or by setup or operation of any equipment, facilities or displays on the premises of Hotel by Group or any independent contractor of Group.
If there are extensive function room set-ups or elaborate staging, Hotel may charge additional set-up fees. If equipment is necessary that exceeds Hotel’s inventory, then Group agrees to pay for the cost of renting the additional equipment. If any rigging is required, it must be arranged through the Hotel and Group shall be responsible for all rigging costs.

3.3 OUTSIDE CONTRACTORS
If Group intends to use the services of any contractor unaffiliated with Hotel to provide any services within the Hotel’s premises before, during or after the Event (including, without limitation, security companies, decorators, florists and audio-visual service providers), Group shall provide written notice to Hotel at least 30 days before the Arrival Date identifying the contractor(s), and the contractor(s) shall not be allowed onto the premises of the Hotel without Hotel’s advance written consent. If Hotel is required under any collective bargaining agreement, requirements contract or any other contract to incur any expense if a particular service provider or set of employees does not perform services that Group wishes to perform itself or to have performed by an outside contractor, then Group shall be responsible for these expenses, which shall be added to the Master Account. Hotel may require a representative any outside contractor invited to Hotel by Group to sign a release and indemnification of Hotel, in a form provided by Hotel and to provide evidence of insurance reasonably acceptable to Hotel. Hotel will provide Group a copy of its standard form for this purpose upon request.

Exhibitors - If one or more exhibitors that are not owned or operated by Group (each an “Exhibitor”) will be displaying Exhibits (defined below) on the premises of the Hotel during the Event, then Hotel may require a representative of each Exhibitor to sign a release and indemnification of Hotel, in a form provided by Hotel. Hotel will provide Group a copy of its standard form for this purpose upon request. Upon request by Hotel, on any Cutoff Date, on the Arrival Date and promptly at the end of the Event, Group shall provide Hotel a current list of all Exhibitors. The layout of all function spaces for Exhibits shall be determined by Hotel in consultation with Group. Group shall be solely responsible for assigning particular Exhibit spaces to particular Exhibits. However, if requested by Hotel, Group shall provide Hotel advance written notice of these assignments.

3.4 AFFILIATED GROUPS
The parties acknowledge that there may be persons or groups attending the Event who may wish to schedule additional meetings before, during or after the Event (“Affiliated Groups”). Any Affiliated Groups will be expected to pay for the use of function space requested at the Hotel’s published rates. The function space identified above is solely for use by Group and may not be resold or assigned by Group to any other person or entity without the advance written consent of Hotel. Any purchase of food and beverages and booking of sleeping rooms by any Affiliated Group shall not be credited toward Group’s fulfillment of its obligations under this Agreement.

3.5 FOOD & BEVERAGE
Unless otherwise agreed by the parties in advance and in writing, all food and beverage served on the premises of Hotel must be supplied and prepared by Hotel. In addition, no remaining food or beverage shall be removed from the premises of the Hotel. At the conclusion of any Function, such food and beverage shall become the property of Hotel. The resort does not allow the use of charcoal grills.

Menu prices will be confirmed no later than 60 days prior to arrival. Food and Beverage prices shall be quoted exclusive of any applicable taxes. Group shall be responsible for all such taxes. Final menu selections must be submitted to Hotel’s Catering Officer at least 30-days in advance; otherwise, items selected cannot be guaranteed. At the time final menu selections are made, Group shall review, approve and initial the final menu. Other than specifically stated in the approved menu (or otherwise agreed in a separate writing signed by Group and the General Manager or his designee), Hotel will not be responsible for any specific dietary requests or requirements.

All meal guarantees must be received 3 working days prior to the function date. Guaranteed attendance for functions scheduled Monday or Tuesday must be received by noon on the preceding Friday. This number will be considered the guarantee and charges will be processed for the number served or the guarantee, whichever is greater. Hotel agrees to set 3 percent over the guaranteed attendance for banquets. Guarantees of attendance are not subject to reduction and Hotel will charge the Group’s Master Account, at a minimum, the amount due in accordance with the guaranteed attendance.

The Hotel reserves the right to cease service of alcoholic beverages in the event persons under the state mandated age limit are present at the function and attempt to receive service of alcoholic beverages. The Hotel further reserves the right to deny alcoholic beverage service to guests who appear to be intoxicated.
If Hotel, at its discretion, presents a copy of the Master Account to an Authorized Representative of Group during the Event, the Authorized Representative shall review the Master Account before the end of the Event, and shall sign the Master Account if all charges therein are consistent with this Agreement and otherwise acceptable. Any such presentation or acceptance of the Master Account shall not prohibit Hotel from making later adjustments to the Master Account if such adjustments are consistent with this Agreement.

**ARTICLE FOUR: ANTICIPATED REVENUE, BILLING, CREDIT PROCEDURES**

### 4.1 TOTAL ANTICIPATED REVENUES:

- **Guest Room Revenue:** $6,450.00+
- **Day Meeting Package Revenue:** $17,700.00++
- **Total:** $24,150.00++

The total anticipated revenue is considered the minimum revenue due the hotel and does not represent a final total for goods and services. The revenue does not include applicable taxes, administrative charges, or any other miscellaneous charges incurred. Group is required to pay Hotel the full revenues, regardless of whether Group actually charges that amount. Group is required to pay Hotel any amounts exceeding these revenues based on services ordered.

### 4.2 SLEEPING ROOM PAYMENT

**INDIVIDUAL PAY OWN:** Attendees will pay their own guestroom charges, resort fee, applicable taxes and incidentals incurred by them at the Hotel. A credit card is required at time of reservation and will be billed the first nights rate in full as a deposit. At the time of check in, an authorization will be placed on each guests' credit/debit card for the balance due, plus $100 per night for incidentals. Upon check out any unused funds will be returned to the account or credit card based on the individual bank process. Depending on the bank or credit card, it may take up to 3-10 business days for a credit to be processed.

### 4.3 PRE/POST GUEST ROOM PAYMENT

**INDIVIDUAL PAY OWN:** Attendees will pay their own guestroom charges, resort fee, applicable taxes and incidentals incurred by them at the Hotel. A credit card is required at time of reservation and will be billed the first nights rate in full as a deposit. At the time of check in, an authorization will be placed on each guests’ credit/debit card for the balance due, plus $100 per night for incidentals. Upon check out any unused funds will be returned to the account or credit card based on the individual bank process. Depending on the bank or credit card, it may take up to 3-10 business days for a credit to be processed.

Any guest's incidental charges unsettled prior to group checkout will become the responsibility of the group.

### 4.4 FUNCTION AND OTHER EVENT RELATED CHARGES

Group will be responsible for all other charges incurred pursuant to this Agreement, including (without limitation) any Function Room Usage Fees, audio visual charges, fees for food and beverage at Functions. All such charges shall be billed to Group's Master Account and be subject to applicable sales tax.

### 4.5 GROUP’S MASTER ACCOUNT

The term “Master Account” means a running invoice that includes all amounts payable by Group to Hotel under any provision of this Agreement. At least forty-five (45) days before the Arrival Date, Group will identify to Hotel, in writing, at least one representative of Group who will be present on the premises of Hotel throughout the Event (each an “Authorized Representative”). Group hereby authorizes each Authorized Representative to incur charges to the Master Account, for example by signing banquet event orders.
4.6 DEPOSIT SCHEDULE
A non-refundable advance deposit as stated below must be received with the signed contract. All other deposits will be charged to the credit card on file on the date listed. The credit card authorization form must be returned with the signed contract. The final deposit is equal to the estimated current charges, per the event orders, to include applicable administrative charges and taxes. If you are later approved for direct billing only the initial deposit will be required.

<table>
<thead>
<tr>
<th>Deposit Type</th>
<th>Deposit Order</th>
<th>Due Date</th>
<th>Amount Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Deposit</td>
<td>1</td>
<td>3/8/2018</td>
<td>$8,850.00</td>
</tr>
<tr>
<td>Additional Deposit</td>
<td>2</td>
<td>3/23/2018</td>
<td>$8,850.00</td>
</tr>
<tr>
<td>Final Deposit, to include AC &amp; Taxes</td>
<td>3</td>
<td>4/3/2018</td>
<td>Remaining balance, applicable taxes, and administrative charges</td>
</tr>
</tbody>
</table>

The Payment plan above does not include the guest room revenue since they are individual pay. Should this change at a later date the payment plan will be adjusted accordingly.

4.7 BILLING
CREDIT CARD: Payments will be made with a credit card. The following credit card authorization form must be completed in full and returned with the Agreement. A final deposit due of the anticipated charges will be posted to this card seven days (7) days prior to arrival. At the conclusion of the event and accounting review, any estimated amounts due as a refund will be credited back to the credit card.

ARTICLE FIVE: CANCELLATION/MODIFICATION

5.1 HOTEL’S CANCELLATION
If Hotel cancels this Agreement or is unable to provide the requested rooms or meeting space, the Hotel will work with Group to arrange alternative accommodations and space at the prices set forth herein. Hotel will arrange for comparable space in the same vicinity of the Hotel and shall provide, without charge, necessary transportation between the alternative site and the Hotel. Hotel’s liability is limited to these remedies and Hotel shall not be liable for any consequential, punitive or special damages.

5.2 GROUP’S CANCELLATION/ATTRITION
Group and Hotel have entered into a binding commitment. The Hotel is committed to providing the rooms and services specified in this Agreement and the Hotel has offered special rates and other concessions based upon anticipated revenues for Group’s event. The anticipated revenue includes the revenue from the total number of sleeping rooms Group has requested as well as the revenue received from the food and beverage services group may have requested and any ancillary services, such as in-room movies, telephone tolls, room service and other charges (the “Total Anticipated Revenues”).

If Group decides to cancel this Agreement, reduce the size of Group’s meeting and/or attendance, or reduce the amount of food and beverage services, Group agrees the Hotel will suffer damages. Such damages will be a result of Hotel’s inability to offer your unused space or services to another group and/or the cost to the Hotel of trying to re-sell these space/services. The exact amount of damages will be difficult to determine. Therefore, Group agrees that the following liquidated damages clause is a reasonable effort by the parties to agree in advance on the amount of damages. It is agreed that these amounts will be due regardless of the Hotel’s ultimate ability to re-sell some or all of the space or services. Group agrees that if it cancels this Agreement for any reason, the Hotel will suffer damages. The closer in time the cancellation occurs, the greater the damages will be. Therefore, Group agrees to pay Hotel at the time of cancellation a liquidated damages fee, as follows:

Attrition: Group has the right to exercise a 10% reduction, of guestrooms, per night without penalty as long as Group notifies the hotel in writing no later than the cut-off date of 03/15/2018. Should Group cancel the entire program, attrition will not be applicable in the cancellation formula. Any attrition above the indicated percentage will be assessed at the full rates contained in this contract. Attrition is per night and not cumulative.

Cancellation: Group agrees that if it cancels this Agreement for any reason, the Hotel will suffer damages. The closer in time the cancellation occurs, the greater the damages will be. Therefore, Group agrees to pay Hotel at the time of cancellation a liquidated damages fee, as follows:
Payment is based on the Anticipate Revenue contained in section 4.1. *Tax only payable when required by State Law.*

Inside 7 days of arrival ........................................100% of total program value & additional spend detailed in event orders
7 to 45 days prior to arrival ....................................100% of total program value
46 to 60 days prior to arrival ....................................85% of total program value
61 to 90 days prior to arrival ....................................75% of total program value
91 to 120 days prior to arrival ....................................60% of total program value
121 to 179 days prior to arrival ....................................45% of total program value
180 to 299 days prior to arrival ....................................25% of total program value
From date of contract signature to 270 ........................15% of total program value

5.3 FORCE MAJEUER
Either party may cancel the Event without liability to the other party upon the occurrence of any event or circumstance beyond the control of such party, including acts of God, declared war in the United States, acts of terrorism in the city where the Hotel premises is located, government regulations, disaster, strikes or civil disorder, to the extent that such event or circumstance makes it illegal or impossible for Hotel to provide, or for groups in general to use, the premises of Hotel. The Event cannot be cancelled under this section because of general economic conditions, including (without limitation) any recession or governmental budget cut. Either party that wishes to cancel the Event pursuant to this section must provide written notice to the other party identifying the event or circumstance that is the basis for such cancellation as soon as practicable after learning about such event or circumstance. If the Event is duly cancelled under this Section, then Hotel shall, within thirty (30) days after such cancellation, refund any deposits made by Group.

5.4 MULTIPLE CONTRACTS
Hotel may cancel upon written notice to Group any future events booked by Group, or any entity or person affiliated with Group, whether included in this Agreement or pursuant to any agreements or orders signed prior to or after this Agreement, in any of the following circumstances: (1) Group fails to pay any amounts when due under this Agreement or any other agreement or arrangement with the Hotel; (2) Group causes any damage, in the Hotel’s sole discretion, to the Hotel property or reputation; (3) Group violates, in Hotel’s opinion, any term of this Agreement.

ARTICLE SIX: MISCELLANEOUS

6.1 SIGNS AND DISPLAYS/USE OF HOTEL NAME
Group shall not display signs in Hotel or use the name or logo of the Hotel or any franchisor of Hotel in any promotional materials without prior written approval of the General Manager of the Hotel. Group further agrees that no sign, banner or display shall be affixed to any part of the Hotel without the prior written consent of Hotel. Group will be responsible for the cost of repairing any damages caused to the walls, fixtures or carpet caused by any such sign, banner or display.

6.2 SECURITY
Hotel may, in its sole and absolute discretion, require additional security procedures, at Group’s sole expense, because of the size or nature of the Event or any Function. These procedures may include the assignment by Hotel of additional security personnel employed by Hotel or Hotel’s independent contractor (which may be the local police department). Hotel may allow Group to retain an outside security service provider that is approved in writing by Hotel prior to the Event or the applicable Function. If Group hires an outside security service provider, Group must provide Hotel with a copy of its agreement with the service provider, which shall indemnify Hotel, its owner, its management company and their respective parents, subsidiaries and affiliates, and all of their respective owners, members, partners, directors, officers, employees, representatives and agents, from and against any liabilities related to the security services. Under no circumstances shall any armed security personnel be permitted onto the premises of Hotel without Hotel’s advanced written approval, which Hotel may withhold in its sole and absolute discretion.

6.3 SHIPPING AND PACKAGES
In the event Group will be shipping packages to Resort, Group must notify Resort at least one week in advance. All packages sent to Resort must include the name of Group, date of program and number of items. Shipment should arrive no earlier than ten (10) days prior to event. Resort has no liability for the delivery, security or condition of the packages. First ten (10) boxes
will be delivered on a complimentary basis. $2.00 per box handling fee will apply for all boxes over ten, charged to the Master account.

6.4 NOTICES
All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed sufficient if hand delivered (against receipt) or sent by a commercially recognized express delivery service (e.g. FedEx or UPS), or certified or registered U.S. Mail, postage prepaid, to the Group Contact, at the address for the Group Contact, both identified on the first page of this Agreement; or, if to Hotel, to the street address of the Hotel premises to the attention of its General Manager, with a copy to Interstate Hotels & Resorts, Inc., 4501 N. Fairfax Drive, Suite 500, Arlington, VA 22203, Attn: General Counsel. Hotel may change Hotel's designated contact at any time upon notice. Hotel will not be bound by any notice unless delivered to Hotel in the manner specified herein.

6.5 DAMAGE TO HOTEL PREMISES
To the fullest extent permitted by law, Group assumes full responsibility for any damage done to the Hotel during your Event or any setup for the Event or disassembly after the Event, to the extent that such damage is caused by Group, its employees, guests, agents, or contractors (other than Hotel and its subcontractors), including any damage resulting from the installation, placement, and removal of Group’s displays, equipment, exhibits, or other items.

6.6 INDEMNIFICATION
Group shall indemnify, to the extent permitted by the constitution and laws of the state of Texas, defend and hold harmless Hotel, its owner, its management company, their respective affiliates and all of their respective officers, directors, partners, members and employees from and against all demands, suits, judgments, settlements, claims, damages to persons and/or property, fines, liens, losses and other liabilities, including reasonable attorneys' fees (collectively “Claims”) arising out of or related to the negligence or intentional misconduct of Group, its contractors or exhibitors, or their respective employees, agents, contractors or attendees. Group does not waive, by reason of this section, any defense that it may have with respect to such Claims.

6.7 DISTURBANCES
Group agrees that its use of assigned Function spaces will not create any unreasonable disturbance to other guests or meetings, such as excessive noise, smoke, fog or offensive smells. Neither Group nor its contractors will use such features without advance approval of Hotel.

6.8 ADDITIONAL REMEDIES
If this Agreement is one of a group of (any two or more) agreements between Hotel and Group and/or any of Group’s affiliates for Hotel to host events, then Hotel reserves the right to terminate this Agreement and/or other agreement(s), without liability to Hotel, if (a) Group (or, if applicable, its affiliate) fails to timely pay any amounts due and owing under, or commits any other material breach of its obligations under, this Agreement or any of the other agreements; or (b) Group, its affiliate or any of their respective employees, agents or contractors causes damage or disruption to the Hotel’s premises, operations, guests or reputation. Notice of any such termination by the Hotel shall be made to Group in writing. If Hotel cancels the Event pursuant to this section, Group shall be responsible for the applicable Cancellation Fee as if Group cancelled the Event. If, pursuant to this section, Hotel cancels any other event(s) it had booked for Group or one or more affiliates of Group, then Group shall be responsible for any applicable cancellation fee(s) provided for under the applicable agreement(s).

6.9 GROUPS PROPERTY
Group agrees Hotel will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in meeting rooms, sleeping rooms or anywhere on Hotel’s premises. Group is responsible for securing any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this Agreement. Property of Group is the sole responsibility of Group and/or its owner. Group warrants that it has procured sufficient insurance to cover the loss of such property and waives any claims under Hotel’s insurance policy for the loss of Group’s property or the property of any of its attendees or invitees.

6.10 CHOICE OF LAW
This Agreement will be interpreted in accordance with the laws of the state in which Hotel premises is located, without giving effect to any conflict-of-law principles thereof that would result in application the laws of any other state.
6.11 DISPUTE RESOLUTION
a. The parties shall exercise commercially reasonable efforts to informally and timely resolve any dispute arising under or related to this Agreement before commencing litigation, unless the litigation seeks emergency injunctive relief.

b. Any action between the parties arising out of or related to this Agreement shall be filed solely in the United States District Court for the district in which the premises of Hotel is located or, if subject matter jurisdiction in that court is lacking, in a state court in whose jurisdiction Hotel is located. Each of the parties hereby consents to the personal jurisdiction of these courts and venue of any such action in these courts, and hereby waives any objection based on the doctrine of forum non conveniens to any such action being adjudicated by any such court.

c. If any action by either party against the other to enforce its rights under this Agreement, including (without limitation) any litigation and/or other efforts to collect any payments due under this Agreement, the non-prevailing party shall be responsible for the prevailing party's costs related to such action, including (without limitation) reasonable attorneys' fees and expenses, collection costs and pre- and post-judgment interest.

d. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND MUTUALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY CIVIL ACTION BASED ON, ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, THE EVENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (VERBAL OR WRITTEN) OR ACTIONS BY THE PARTIES.

6.12 ENTIRE AGREEMENT
This Agreement constitutes the entire agreement between the parties with respect to the Event and supersedes any previous agreements, communications, representations or agreements, whether written or oral. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any amendments to this Agreement must be made in writing and signed by authorized representative of each party. For the avoidance of doubt, this section shall not prevent Group from ordering particular or additional services from Hotel through a banquet event order or other document signed by an Authorized Representative.

6.13 NO ASSIGNMENT
Neither party may assign or transfer this Agreement or any of its rights (other than rights to receive payments) or obligations hereunder without the written consent of other party, unless the assignment is to an affiliate of the assigning party pursuant to an internal reorganization or acquisition of the assigning party, or the assignment is made to an entity that acquires all or substantially all of the assigning party's assets. Any attempted assignment or transfer by Group without such consent may, at the option of Hotel, be deemed to be a Cancellation, in which case Group shall be liable for a Cancellation Fee set forth herein.

6.14 AUDIO VISUAL
La Torretta Lake Resort & Spa is proud to have an audio visual department, featuring state-of-the-art equipment and trained technicians. For groups who choose to bring in their own Audio Visual or select an alternative Audio Visual Supplier, additional fees and guidelines will apply (i.e. audio patch fees, electrical patch fees, labor fees, etc). Please contact your Conference Planning Manager for guidelines. For groups on a package, with less than 21 guest suites per night / or less than 21 meeting attendee's, an additional fee of $150.00 per day will apply. Package inclusions are limited to the specified components (designated in section 3.1) for the General Session room ONLY. Any additional meeting rooms and AV requirements, including extension cords, will be billed by and based upon the prevailing rates.

6.15 RECREATION
All recreation is subject to a 72-cancellation policy. Any cancellation made after that time will be billed to the master account at 100%. Outside concessioners, such as paddle-boards, kayaking etc, are not included in this cancellation policy.

Inclement Weather: If any player in the event completes nine (9) holes, this will constitute a complete round for the event. Therefore, Hotel, will be entitled to full payment for the portion of the contract. In the event of a golf course closing, the event/group will have the opportunity to reschedule, subject to availability or receive a refund on the deposit, permitting holes played does not exceed nine (9) holes. Food and beverage items ordered for the event will require full payment. Determined by Hotel in its sole discretion:
a) Majority of field does not complete five (5) holes – full refund.

b) Majority of field does not complete nine (9) holes – 9 hole rate is charged.

c) Majority of field completing nine (9) holes or more shall constitute a completed outing/tournament

Golf Dress Attire: Conventional golf attire must be worn at all times on the golf course and in practice areas. Members are responsible for ensuring their guests comply with these guidelines. For men, acceptable attire includes slacks, walking shorts, and sleeved shirts with collars. For women acceptable attire includes slacks, golf skirts, and walking shorts. Ladies shirts are not required to have sleeves; however, sleeveless shirts must have collars. Shirts must be tucked in at all times. Bathing suits, cut-offs, halter tops, tank tops, gym shorts, sweat or warm-up suits and jeans are not acceptable. Shirts should not be removed at any time.

Only soft spike golf shoes may be worn on the course and practice areas. Metal spikes, jagged or ribbed soles, running or sport shoes may not be worn on the golf course. The golf shop staff and Management are responsible for the interpretation and enforcement of the dress code. If the attire is deemed unacceptable, Members and guests may be asked to leave the property. Repeated non-compliance with these guidelines may result in loss of privileges.

6.16 TRANSPORTATION
La Torretta Lake Resort & Spa is proud to have Direct Transportation Solutions as our in-house transportation company. Direct Transportation Solutions is a full-service ground transportation company which provides high quality and extraordinary professional car service in the Houston area. The fleet features the highest quality, late model, executive sedans and limousines, and is equipped to provide the client with both luxury and comfort that will exceed ones every expectation. All transportation costs are billed direct by Direct Transportation Solutions. For pricing or to make a reservation please call (713) 800-5466 or email info@directts.com. Additional information may be found at http://directts.com.

6.17 MISCELLANEOUS
Each person signing this Agreement warrants that he or she is authorized to bind the party for which he or she is signing. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement. The failure of either party to insist, at any time, on strict performance of any terms or conditions of this Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, condition, option, right or remedy. No waiver by either party of any term or condition hereof shall be deemed to have been made unless expressed in writing and signed by such party.

Signature page to follow
ARTICLE SEVEN: EXECUTION OF AGREEMENT

7.1 Hotel’s transmission of an unsigned copy of this Agreement to the Group or its Agent shall be deemed an invitation for Group to make an offer. The Group or Agent’s return of its signature on a copy of this Agreement shall be deemed an offer by the Group. Hotel’s subsequent signature of the Agreement shall be deemed an acceptance of the Group’s offer by Hotel.

7.2 This Agreement may be executed in one or more counterparts, which together shall constitute one and the same Agreement. Signatures sent by facsimile or equivalent means shall be deemed original, valid and binding signatures to this Agreement.

7.3 Any handwritten changes to this document will not be binding unless initialed by authorized representatives of both parties.

7.4 Each individual signing this document represents and warrants that he or she has authority to bind the party for which he or she signs.

Group’s program is being held on a tentative basis. If a signed original of this Agreement has not been received by the Hotel prior to 03/08/2018, Hotel shall have the right to contract with other parties for the use of the room block, meeting room and catering services without further notice to Group. In the event Hotel has a request for the rooms and space requested by Group prior to 03/08/2016, and Hotel has not received Group’s signed Agreement, Hotel will contact the Group for a decision. In such event, if Hotel does not receive Group’s signed Agreement within five (5) business days, Hotel will have the right to contract with another party without any further notice to Group.

IN WITNESS WHEREOF, Hotel and Group have entered into this Agreement in manner and form sufficient to bind them effective as of the last date identified below.

Interstate Management Company, LLC
as agent for TPProperty LLC,
d/b/a La Torretta Lake Resort & Spa

Printed/Typed
Sales Manager
Title

Authorized Signature
Date

Printed/Typed
Associate Dean for Finance & Administration
Title

Authorized Signature
Date

Texas A&M University Health Science Center on behalf of the College of Medicine

Authorized Signature
Date

LTLR Contract Executor
Title

Authorized Signature
Date