Group Name: Texas A & M Health Science Center
Event Name: Immunotherapy for Infectious Diseases Conference
Contact Name: Srishtee Arora/Magnus Hook
Telephone Number: 936-355-7722
Address: 2121 West Holcombe Blvd.
          Houston Texas 77030
Group Contact: Srishtee Arora/Magnus Hook
Email Address: sarora@medicine.tamhsc.edu
Hotel Contact: Christina Ryan
Telephone Number: 409-515-2127
Fax Number: 409-763-6573
Email Address: chryan@wyndham.com

DATES OF MEETING: Sunday, November 11, 2018 – Wednesday, November 14, 2018

DATE AVAILABILITY
Hotel will hold these dates for Group until 7/31/2018, at which time Hotel will need a signed copy of this
Agreement. If confirmation has not been received by this date, Wyndham Hotel Management, Inc., as agent
for 1870 Strand Corp. and solely in its manager capacity (“Hotel”) reserves the right to release these dates for
sale without notice to you. In the event Hotel has a definite request for Group’s dates prior to the above
option date, Hotel will contact Group for a decision within 48 hours (2 working days).

GUEST ROOM ACCOMMODATIONS
Group contracted the following block of rooms:

Total Group Room Nights: 285 ("Room Block")

<table>
<thead>
<tr>
<th></th>
<th>Sunday 11/11/18</th>
<th>Monday 11/12/18</th>
<th>Tuesday 11/13/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>60 Single King Rooms and 35 Double rooms</td>
<td>95</td>
<td>95</td>
<td>95</td>
</tr>
<tr>
<td>King $99.00 Double Rooms $125.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

GUEST ROOM RATES
The Hotel is pleased to confirm the following, net, non-commissionable, special rates for your meeting:

<table>
<thead>
<tr>
<th>Room</th>
<th>Single Rate</th>
<th>Double Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The above quoted room rates are also subject to any applicable city, county, state or federal taxes, any and all applicable resort fees or other Hotel imposed fees that may apply at the time of room occupancy. Currently, the tax rate is [15]%.

**CHECK-IN TIME IS 4:00 PM AND CHECK-OUT TIME IS 11:00 AM.**

GRC HAS AUTHORIZED THIS GROUP TO UTILIZE POSTER BOARDS WHILE HERE FOR THEIR CONFERENCE

3 WELCOME VIP AMENITIES FOR 3 GUESTS UPON CHECK IN

5 COMPLIMENTARY VIP PARKING PASSES FOR COMPLIMENTRAY VALET PARKING

1 SUITE UPGRADE AT GROUP RATE

**ROOM BLOCK ATTRITION**

This Agreement is based in part on Group’s use of the entire original Room Block. However, upon receipt of your written notice the following reductions in Group’s Room Block will be allowed without any liquidated payment:

- More than 30 days prior to arrival: 15% of original Room Block (42 Total Guest Rooms may be dropped from contracted block of 285 total rooms)
- Less than 30 days prior to arrival: 10% of original Room Block (21 Total Guest Rooms may be dropped from contracted block of 285 total rooms)

Should your actual Room Block pick-up fall short of the allowed reductions set forth above, Group shall pay the Hotel the average room rate set forth in this Agreement, plus any applicable taxes, resort or other Hotel imposed fees, per day, for each room below the allowed reduction that is not utilized by Group. These sums are not a penalty and represent a reasonable effort on behalf of the Hotel to establish its loss prospectively and represent liquidated damages.

**RESERVATION PROCEDURES**

All guests shall make reservations directly with the Hotel at (409) 515-2154, on an individual basis; identify themselves as members of your Group to receive the Group rate. “Immunotherapy for Infectious Diseases Conference”

A rooming List will also be provided from the Group with Guest rooms to be held in the block Speakers, Organizers.

The Hotel will require an early departure charge in an amount equal to the guest’s current per night charge plus applicable taxes for all guests who depart one or more days prior to their scheduled departure date verified upon arrival.
In the event that a room is not available for a Group guest with a guaranteed room reservation, the Hotel will pay for lodging until a room is available for the guest at the Hotel (room and tax) at a comparable alternate property, transportation to and from such property, and one long distance phone call. The Hotel will also list the guest’s name with the Hotel switchboard, in order to facilitate the transfer of the guest’s phone calls to the alternate property. Every effort will be made to bring the guest back after one night at the alternate property.

RESERVATIONS CUT-OFF DATE
A cut-off date of 12:01 a.m. on **Tuesday, October 30, 2018** ("Reservation Cut-Off Date") applies for guest room accommodations. Only Group rooms reserved with guest name and guaranteed as of the Reservation Cut-Off Date will be considered reserved Group rooms as part of this Agreement, and Group shall remain responsible for payment of the remainder of the Room Block, less any allowed attrition. Reservations and substitution requests received after the Reservation Cut-Off Date shall be handled on a space available basis.

Should the Hotel determine that any portion of Group’s Room Block not confirmed as of the Reservation Cut-Off Date is available for resell, the Hotel will attempt to sell the unused portion of the Room Block and, if a Group room is resold, Group’s attrition charges shall be reduced by the room rate received on each Group room sold, up to the rate for said room set forth in this Agreement, in accordance with the Room Block Attrition paragraphs above. If unused Group rooms are returned to Hotel inventory for attempted resale, Group rooms shall be the last in the Hotel’s inventory to be sold.

PAYMENT PROCEDURE
The Hotel accepts major charge and credit cards or direct billing for payment. If you elect to pay with a major charge or credit card, you authorize the Hotel to bill the charge or credit card for applicable charges. You may wish to establish credit with the Hotel for the purpose of direct billing a portion of your account through the use of a Master Account for [scheduled catering functions] [room and tax charges] [incidents] [other]. Notwithstanding your desired method of payment, you agree that the Hotel is authorized to review available credit reporting services and attempt to confirm your credit based on such sources. We request that you complete a direct billing request form and return it to the Hotel Credit Manager for review no later than March, Tuesday 2018. Direct billing privileges are subject to the approval of credit by the Hotel.

In the event credit is not approved, full prepayment of all estimated charges by a Hotel approved payment method must be received thirty (30) days prior to arrival. In the event any payment is not timely received by the Hotel or Group fails to timely perform any other obligation set forth herein, Group shall be in breach and the Hotel may, at its sole discretion, have the option of attempting to resell Group’s guest rooms and meeting space by providing you with written notice, and Group shall remain liable for any cancellation and other similar charges provided in this Agreement.

Any remaining balance of your Master Account, or any other sum due the Hotel, will be due upon receipt of an invoice from the Hotel unless a specific payment deadline is referenced in this Agreement. You can elect to settle any Hotel invoice with a major charge or credit card. For any charges that remain unpaid after thirty (30) days from the date of the invoice or the payment due date, Group agrees to pay a late payment charge equal to the lesser of 1% per month, or the highest rate permitted by law, shall be applied on the remaining balance until paid in full, plus reasonable costs of collection, including reasonable attorneys’ fees and costs. We will request that you review your Master Account with the Hotel Accounting Department prior to your departure.

TEXAS A & M WILL ARRANGE DIRECT BILL FOR THEIR MEETING
MEETING OR BANQUET FACILITIES
It is our understanding that you [have] made arrangements at the Hotel for meeting and/or banquet facilities. The details and terms of any such arrangements are [contained in a separate Banquet Event Order, the terms and conditions of which are incorporated herein by reference] or [set forth below]. In addition to any other charges, the Hotel assesses a customary service charge, currently 21%, on all food and beverage charges, meeting room or exhibit space rental, audio visual and miscellaneous charges, plus taxes at 8.25% that apply to all such charges.

Currently, the Hotel is holding the meeting space as described below as part of this Agreement, based upon the information you provided. Any revisions and/or changes will be accommodated based on the availability of meeting space at the time requested. Additional meeting space may be subject to meeting room rental.

Please advise us immediately of any additional needs. Function rooms are assigned according to the number of persons expected to attend and may be changed by the Hotel if attendance or other circumstances change.

In such event, the Hotel will provide alternate suitable arrangements to meet the requirements of your Group as outlined in this Agreement. You must coordinate with our Convention Manager prior to publishing any meeting room names.

<table>
<thead>
<tr>
<th>Date</th>
<th>Start Time</th>
<th>End Time</th>
<th>Function</th>
<th>Room</th>
<th>Setup</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/12/2018</td>
<td>8:00 AM</td>
<td>7:00 PM</td>
<td>Setup</td>
<td>Music Hall</td>
<td>Classroom 2 per 6'</td>
<td>150</td>
</tr>
<tr>
<td>11/12/2018</td>
<td>7:30 AM</td>
<td>8:30 AM</td>
<td>Registration</td>
<td>West Promenade</td>
<td>Registration</td>
<td>120</td>
</tr>
<tr>
<td>11/12/2018</td>
<td>7:30 AM</td>
<td>8:30 AM</td>
<td>Breakfast</td>
<td>Music Hall</td>
<td>Flow</td>
<td>120</td>
</tr>
<tr>
<td>11/12/2018</td>
<td>8:00 AM</td>
<td>5:30 PM</td>
<td>General Session</td>
<td>Music Hall</td>
<td>Classroom 2 per 6'</td>
<td>150</td>
</tr>
<tr>
<td>11/12/2018</td>
<td>8:00 AM</td>
<td>11:45 PM</td>
<td>Poster Session and Exhibitors</td>
<td>Terrace</td>
<td>Poster Session and Exhibitors</td>
<td>150</td>
</tr>
<tr>
<td>11/12/2018</td>
<td>10:30 AM</td>
<td>10:50 AM</td>
<td>Break</td>
<td>Music Hall</td>
<td>Flow</td>
<td>120</td>
</tr>
<tr>
<td>11/12/2018</td>
<td>12:00 PM</td>
<td>2:00 PM</td>
<td>Lunch</td>
<td>Veranda</td>
<td>Rounds</td>
<td>120</td>
</tr>
<tr>
<td>11/12/2018</td>
<td>3:45 PM</td>
<td>4:15 PM</td>
<td>Break</td>
<td>Music Hall</td>
<td>Flow</td>
<td>120</td>
</tr>
<tr>
<td>11/12/2018</td>
<td>6:00 PM</td>
<td>7:00 PM</td>
<td>Reception</td>
<td>Veranda</td>
<td>Reception</td>
<td>120</td>
</tr>
<tr>
<td>11/12/2018</td>
<td>7:30 PM</td>
<td>10:00 PM</td>
<td>Dinner</td>
<td>Veranda</td>
<td>Rounds of 10</td>
<td>120</td>
</tr>
<tr>
<td>11/13/2018</td>
<td>8:00 AM</td>
<td>5:30 PM</td>
<td>General Session</td>
<td>Music Hall</td>
<td>Classroom 2 per 6'</td>
<td>150</td>
</tr>
<tr>
<td>11/13/2018</td>
<td>8:00 AM</td>
<td>11:45 PM</td>
<td>Poster Session and Exhibitors</td>
<td>Terrace</td>
<td>Poster Session and Exhibitors</td>
<td>150</td>
</tr>
<tr>
<td>11/13/2018</td>
<td>7:30 AM</td>
<td>8:30 AM</td>
<td>Breakfast</td>
<td>Music Hall</td>
<td>Flow</td>
<td>120</td>
</tr>
<tr>
<td>11/13/2018</td>
<td>10:30 AM</td>
<td>10:50 AM</td>
<td>Break</td>
<td>Music Hall</td>
<td>Flow</td>
<td>120</td>
</tr>
<tr>
<td>11/13/2018</td>
<td>12:00 PM</td>
<td>2:00 PM</td>
<td>Lunch</td>
<td>Veranda</td>
<td>Rounds</td>
<td>120</td>
</tr>
<tr>
<td>11/13/2018</td>
<td>3:45 PM</td>
<td>4:05 PM</td>
<td>Break</td>
<td>Music Hall</td>
<td>Flow</td>
<td>120</td>
</tr>
<tr>
<td>11/14/2018</td>
<td>8:00 AM</td>
<td>12:00 PM</td>
<td>General Session</td>
<td>Music Hall</td>
<td>Classroom 2 per 6'</td>
<td>150</td>
</tr>
<tr>
<td>11/14/2018</td>
<td>7:30 AM</td>
<td>8:30 AM</td>
<td>Breakfast</td>
<td>Music Hall</td>
<td>Flow</td>
<td>120</td>
</tr>
<tr>
<td>11/14/2018</td>
<td>8:00 AM</td>
<td>11:45 PM</td>
<td>Poster Session and Exhibitors</td>
<td>Terrace</td>
<td></td>
<td>150</td>
</tr>
<tr>
<td>11/14/2018</td>
<td>10:20 AM</td>
<td>10:35 AM</td>
<td>Break</td>
<td>Music Hall</td>
<td>Flow</td>
<td>120</td>
</tr>
<tr>
<td>11/14/2018</td>
<td>11:15 AM</td>
<td>12:00 PM</td>
<td>Boxed Lunch</td>
<td>Music Hall</td>
<td>Flow</td>
<td>120</td>
</tr>
</tbody>
</table>

The Group’s meeting space needs may be outlined in a separate Banquet Event Order ("BEO"). If there is a conflict between the specific terms of this Contract and the BEO, this Contract controls. The Parties agree, however, that the greatest food and beverage minimum or room rental amount shall govern as the amount Group owes without regard to prior to subsequent BEO reducing said amounts.
a $15,000.00 food and beverage minimum (not including tax, gratuity, service charge and other related charges) has been set for the entire program.

If the Group chooses to retain vendors, other than the Hotel’s preferred in-house vendors, to provide services and/or any equipment for the Group’s event at the Hotel, the Group acknowledges and agrees that any damage to the Hotel, to the Group, or to the outside vendor’s employees, equipment or property, or to any guest or third party caused in whole or in part by the outside vendor, is the sole responsibility of the Group and the outside vendor. Not later than thirty (30) days prior to your event, all non-preferred outside vendors are required to (1) execute agreements to indemnify, defend and hold the Hotel harmless from any act or omission committed by the vendor while the vendor is on Hotel property; and (2) provide proof of insurance, with a carrier and with limits acceptable to the Hotel, and identify the Hotel as an additional named insured on said insurance policy.

CANCELLATION
Group does not have the right to cancel for the purpose of moving your event to another city or another hotel. If cancellation occurs for that reason, the Hotel shall be allowed to recover all its actual and consequential damages. In the unlikely event that Group should decide to cancel this event at any time after execution of this Agreement for any other reason, the following cancellation charges will apply which are not a penalty and represents a reasonable effort by the Hotel to establish its loss prospectively and are liquidated damages:

Cancellation after signed contract is received by Hotel will result in 100% of all guest room revenues and Food and Beverage Minimum set in contract signed.

These payments may be subject to the applicable taxes. Such payment shall be made by certified check or wire transfer and must be received by Hotel within thirty (30) days of the date Group provides written notice, sent by facsimile and certified mail, return receipt requested, of the exercise of this cancellation option. Any attempted exercise of this right without payment, as set forth above, shall be invalid. Notice of cancellation in the above allowed circumstance is not a default but rather an exercise of a right under this Agreement to cancel this Agreement without any further obligations.

In the event of a Group cancellation, Hotel agrees to use reasonable efforts to attempt to resell canceled Group guest rooms and meeting space. If Group rooms and/or meeting space are returned to the Hotel for attempted resale, the Parties agree that Group rooms and/or meeting space shall be the last in the Hotel’s inventory to be sold. Amounts recovered, less the reasonable costs incurred by the Hotel to resell the rooms, will be credited to the total estimated revenue that the Hotel would have derived from Group’s entire event, not to exceed the above-referenced cancellation damages. Once the Hotel recovers the total estimated revenue such that the cancellation damages and the additional estimated revenue have also been recovered, then the cancellation damages paid by Group will be refunded.

Individual reservations cannot be cancelled within 72 hours of the arrival date or one night’s room and tax will be charged.

SECURITY
Group acknowledges that the Hotel cannot be responsible for the safe keeping of equipment, supplies, written material or other valuable items left in the function rooms. You shall give notice of this policy to all your exhibitors/attendees.
Group agrees to comply with all federal anti-terrorism rules and regulations. Hotel and Group agree to fully cooperate with each other and with governmental authorities to ensure compliance with such laws.
FORCE MAJEURE
The performance of this Agreement by either Party is subject to acts of God, war, government regulations, disaster, strikes, civil disorder, terrorism, complete curtailment of transportation, or other emergencies making it illegal or impossible to substantially perform this Agreement. In such an event, prompt notice shall be given by the Party canceling pursuant to this section. The Party seeking cancellation of performance under this provision must exercise due diligence and take all reasonable steps to avoid, remove and overcome the effects of the force majeure event. For the purpose of this section, terrorism is defined as acts of persons acting on behalf of or in connection with any organization which carries out activities, which are intended to cause serious bodily injury, within the United States directed toward the overthrowing or intimidating of the United States government by violence or other force. War is that which is declared by Congress.

GOVERNING LAW/VENUE
This Agreement is governed by and any suit or action arising out of or relating to this Agreement shall be brought in the State of Texas. The Parties agree that venue shall be in Galveston, Texas, and Group hereby waives any and all objections to jurisdiction or venue.

AMERICANS WITH DISABILITIES ACT
The Hotel wishes to make its facilities reasonably accessible by persons with disabilities as required by Title III (Public Accommodations and Services Operated by Private Entities) of the Americans With Disabilities Act. As soon as practical, the Group will need to determine if any participant of the Group has a special need. The Group will provide the Hotel in writing at least thirty (30) days prior to arrival of determined special needs. The Group will be responsible for making all auxiliary aids and services available to participants who indicate they have a special need for their participation in the Group’s functions, except for those reasonably provided by the Hotel. The Group shall pay for any extraordinary costs, determined by the Hotel, for such auxiliary aids unless otherwise agreed upon by both the Group and the Hotel.

INDEMNITY
Each Party shall indemnify, defend and hold harmless the other party, its directors, officers, employees, agents, members, parent company, partners, general partners, successors, assigns, predecessors and affiliates from and against any and all actions, causes of action, claims, demands, liabilities, losses, judgments, damages or expenses and charges of any kind or nature including interest, reasonable attorney’s fees and other costs, expenses and charges which the other may at any time incur or become subject to by reason of any claim or claims:

a. arising out of the indemnifying Party’s breach of any provision, warranty or representation of this Agreement;

b. arising out of the indemnifying Party’s willful acts or omissions, negligence, or other similar wrongdoing; or

c. arising from the indemnifying Party’s failure to comply with any law or regulation, unless caused by the other.

The terms of this Section shall survive the expiration or termination of this Agreement. For the purpose of this Indemnity, the Parties agree that the Hotel Parties indemnified include the following: The Hotel, Wyndham Hotel Management, Inc, as agent for 1870 Strand Corp, and solely in its manager capacity. Group agrees that the acts and omissions of its contractors, subcontractors, employees, agents and vendors on Hotel premises constitute Group’s acts or omissions for the purpose of this indemnity.
PYROTECHNICS & PROHIBITED ACTIVITIES AND SUBSTANCES

Group covenants and agrees that Group is strictly prohibited from engaging in any activity or activities on the Hotel property or possessing or bringing any materials or items to the Hotel and the Hotel property which involve or contain, or constitute, directly or indirectly: (i) any form or type of pyrotechnics, fireworks, flares, flames, or other flammable or explosive materials or items, or (ii) any Hazardous Substances. The term “Hazardous Substances” includes, but is not limited to, any and all substances (whether solid, liquid or gas): (i) defined, listed or otherwise classified as pollutants, hazardous wastes, or words of similar meaning or regulatory effect under any present or future Laws, or (ii) that may have a negative impact on human health or the environment, including, but not limited to, petroleum and petroleum products, asbestos and asbestos-containing materials, polychlorinated biphenyls, lead, radon, radioactive materials, flammables and explosives. The term “Laws” includes, without limitation, all stated and federal environmental laws and regulations, the Homeland Security Act, the Safe Explosive Act, and any other past, present and future federal, state and local laws, statutes, ordinances, rules, regulations and the like, as well as common law, relating to the protection of human health or the environment, or relating to Hazardous Substances, or relating to the liability for or costs of remediation, or prevention of releases of Hazardous Substances, or relating to liability or costs of actual or threatened danger to human health or the environment.

Group covenants and agrees that Group: (a) shall strictly comply with all laws, orders, rules and regulations relating to the use and occupancy of the Hotel property, (b) will not allow the Hotel property to be used for any purpose other than the specific use permitted under this Agreement, (c) will not permit the Hotel property to be used for any improper, unlawful or objectionable purposes and (d) will not cause, maintain or permit any nuisance in, on or about the Hotel property.

OTHER TERMS

Group agrees to abide by all city, state and federal rules and regulations related to smoking on the Hotel property, to apprise its members and attendees of such laws, and to fully comply with said regulations and requirements.

Group understands and agrees that the images, name and logo of the Hotel are the exclusive property of the Hotel, Wyndham Hotel Group, Inc., WHG TM Corp. and Wyndham Hotels and Resorts, LLC, and their respective subsidiaries and affiliates, and the unauthorized use of these images, names and logos is prohibited. Group shall submit any materials or communications that include such marks or images to the Hotel for approval.

This Agreement shall be binding upon the executors, administrators, assigns and successors of each Party hereto; however, this Agreement may not be assigned or transferred by Group without Hotel’s express written consent.

This Agreement constitutes the entire understanding between the Parties and supersedes any previous communications, representations, or agreements, whether written or oral.

The undersigned are authorized to agree to the above terms and conditions as outlined, and commit to make this Agreement definite and binding.
Wyndham Hotel Management, Inc., as agent for 1870 Strand Corp., and solely in its manager capacity

By: [Signature]
Typed Name: Matt Brown
Title: Associate Dean for Finance & Administration
Date: 08/10/2018

Texas A & M Health Science Center

By: [Signature]
Typed Name: Patty Rouse
Complex Director of Sales and Marketing
Date: [Redacted]

By: [Signature]
Typed Name: Christina Ryan
Senior Complex Hotel Group Sales Manager
Date: [Redacted]