



GROUP CONFIRMATION AGREEMENT

Hilton Anatole
2201 Stemmons Freeway
Dallas, TX 75207

This **Group Confirmation Agreement** ("Agreement") is by and between **Prarie View A&M University** ("Group") and **Anatole Partners III LLC** ("Owner") d/b/a **Hilton Anatole** (the "Hotel").

Especially Prepared for:		Event & Hotel Information:	
Group Contact:	Nikki "Fatuma" Sams	Name of "Event":	PVAMU Marching Storm Band
Title:	Administrative Coordinator II of University Bands	Date(s) of Event:	September 23, 2026 - September 27, 2026
Company Name:	Prarie View A&M University	Post to Reader Board As:	PVAMU Marching Storm Band
Address:	1100 Al Thomas Building 102	Hotel Contact:	Nesey Rivers
City, State, Zip:	Prarie View, TX 77446	Title:	Sales Manager
Phone:	(936) 261-3315	Phone:	(214) 761.7244
Email:	ncsams@pvamu.edu	Email:	nesey.rivers@hilton.com

Room Block and Rates: Hotel is pleased to confirm the following negotiated group room rates:

		Wed 09/23/2026		Thu 09/24/2026		Fri 09/25/2026		Sat 09/26/2026	
	Occupancy	Rooms	Rate	Rooms	Rate	Rooms	Rate	Rooms	Rate
Tower Signature Junior Suite	Single	1	\$179.00	1	\$179.00	1	\$179.00	1	\$179.00
	Double	0	\$179.00	0	\$179.00	0	\$179.00	0	\$179.00
	Triple	0	\$204.00	0	\$204.00	0	\$204.00	0	\$204.00
	Quad	0	\$229.00	0	\$229.00	0	\$229.00	0	\$229.00
Tower 2-Queen	Single	0	\$0.00	125	\$229.00	125	\$229.00	125	\$229.00
	Double	0	\$0.00	0	\$229.00	0	\$229.00	0	\$229.00
	Triple	0	\$0.00	0	\$229.00	0	\$229.00	0	\$229.00
	Quad	0	\$0.00	0	\$229.00	0	\$229.00	0	\$229.00
Tower King View w/Sleeper Sofa	Single	0	\$0.00	24	\$179.00	24	\$179.00	24	\$179.00
	Double	0	\$0.00	0	\$179.00	0	\$179.00	0	\$179.00
	Triple	0	\$0.00	0	\$204.00	0	\$204.00	0	\$204.00
	Quad	0	\$0.00	0	\$229.00	0	\$229.00	0	\$229.00

- Rates above are applicable to room counts contracted
- Attendees will have the option to upgrade when making reservations, prices vary.
- Standard rooms as noted above are made up of rooms with one bed or two beds. On average, your group block will be made up of 50% one bedded room and 50% two bedded rooms due to the nature of the Hotel's Inventory. Exact room types cannot be guaranteed. The bedroom unit in some of our One Bedroom or Two Bedroom Suite(s) will be taken from Standard Inventory.

TOTAL SLEEPING ROOM NIGHTS RESERVED: 451

Group room rates as noted in the "Room Block" above are quoted ☒ *net non-commissionable* or ☐ *commissionable* and are quoted *exclusive* of applicable state and local taxes, fees and assessments.

Schedule of Events:

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental	Ant Food	Ant Beverage
Thu, 09/24/26	8:00 AM	5:00 PM	Band Practice Day 1	TBA	Leave Room Empty	320	Waived	\$	\$
Fri, 09/25/26	8:00 AM	5:00 PM	Band Practice Day 2	Cortez Ballroom	Leave Room Empty	320	Waived	\$	\$
Sat, 09/26/26	8:00 AM	5:00 PM	Band Practice Day 3	Cortez Ballroom	Leave Room Empty	320	Waived	\$	\$

- Agr = Number of Agreed attendees
- Unless specified otherwise in event agenda, end time listed will include all teardown requirements
- Meeting space is subject to change provided alternate space is adequate to accommodate number of people and setup listed above
- Group agrees to confirm with Hotel the assigned function space *before* printing any materials listing specific meeting or function locations.
- Applicable meeting room rental will be listed in schedule of event and/or under section "Meeting Room Charges Based on Sleeping Room Performance" section

Summary of Revenue Anticipated by Hotel from this Agreement: For Group's information and guidance, the following chart illustrates the total potential value of Group's Event. The Hotel has offered the negotiated group room rates, meeting room inventory and other concessions in this Agreement based upon the total revenue contracted, as well as additional revenue from providing additional services to Group and Group's attendees at additional charge. Any requests for additional sleeping rooms, meeting rooms, function space and/or food and beverage to be added after Agreement signing will be subject to availability, and agreed upon changes would be confirmed in a written amendment to this Agreement signed by both parties.

Summary of Revenue Anticipated by Hotel from this Agreement	
Total Anticipated Sleeping Room Revenue:	\$99,479.00
"Total Anticipated Revenue":	\$99,479.00

Taxes: Group agrees to pay any and all applicable federal, state, municipal or other taxes, fees, or assessments imposed on or applicable to Group's Event. Currently, the sales tax rate is 8.25%, and the hotel occupancy tax rate is 15% plus 2% tourism public improvement district fee and \$4.00 State Cost-Recovery Fee. Taxes and fees subject to change without notice. Hotel will honor any available tax exemptions for which Group qualifies, provided that Group properly completes and timely provides all documentation required by the applicable jurisdiction to substantiate said exemption.

Resort Fees

Group room rates are quoted *exclusive* of **OPTIONAL** resort fees. Daily resort fee is currently twenty eight dollars (\$28.00) per room, per night, plus applicable state and local tax, and it covers the following items, services and/or amenities (subject to change without notice):

- Two complimentary bottles of water in room upon arrival
- Standard guest room WiFi internet access-up to 3 devices
- Daily access to Verandah Athletic Club & Spa **
- 15% off Spa Services
- Complimentary breakfast for kids 9 and under *
- Access to JadeWaters resort pool (seasonal) for registered guests ***

*One Free Kid's breakfast meal per adult paid entrée. 9 years old or younger

**Must be 16 years of age or older to access

***Wristbands required for entry and re-entry

CHECK ONE:

- ☐ Yes, group agrees to opt in for full block at time of contract
☒ No, group chooses not to opt in at time of contract

CHECK ONE:

- Resort fee will be:
☒ Paid by individuals
☐ Posted to Group's Master Account.

Currently, the full retail value of the above inclusions is \$75.00. Inclusions are subject to change without notice

Group is responsible for informing Group's attendees of all applicable daily resort fees (and service fees, if applicable), as such fees are separate and distinct from the negotiated group room rate(s) and applicable taxes. Should any attendee object to paying a mandatory daily fee [such as a daily resort fee and taxes (if any)] on the basis of inadequate notice of the fee by the Group, the fees to which such guest objects shall be posted to the Group's Master Account for payment by Group

Additional Concessions: In consideration of the entire value Group's Event will bring to the Hotel, the Hotel is pleased to offer the following additional concessions based on Group's achievement of **90%** or greater of the Total Anticipated Sleeping Room Revenue. These concessions are valued at **\$2,250.00**. If the actual total sleeping room revenue for Group's Event materializes at less than **90%** of the Total Anticipated Sleeping Room Revenue, the concessions will be *reduced* proportionately at the discretion of the Hotel or, at Group's request, provided and charged to Group's Master Account at retail value, in addition to any performance damages Group may owe related to sleeping room revenue, plus applicable Meeting Room Rental Fees. Please advise Group's assigned Event Manager no later than seven (7) days prior to first guest room arrival of Group's decision whether Group prefers to have concessions reduced or if Group wants to retain and pay for the unearned concessions. If Group elects to pay for unearned concessions, Group agrees that Group will pay all applicable labor/union charges, state and local taxes, gratuity and/or service charges on all concessions provided.

Item	Retail Value per Unit	Units/Quantity	Duration	Concession	Total Retail Value	Savings
Overnight Bus Parking	\$500.00	9	3 nights	50% Discounted Bus Parking	\$4,500.00	\$2,250.00

Parking

There is a charge for both self and valet parking. Self-parking rate is up to \$38.00 plus tax per vehicle, per night, and the current overnight valet rate is up to \$65.00 plus tax. The parking rates that are in affect during the dates of your meeting may be greater or less and, will be applicable to those that choose to park in the hotel parking facility.

Option Dates: These arrangements are being held on a **first option basis** until August 11, 2026 (the "**Option Period**"). However, should other business opportunities arise such that Hotel is in a position to confirm immediately, Group will be advised and given **48 hours**, or until the end of Group's Option Period (whichever is shorter) to confirm this Agreement on a definite basis by returning a signed copy of this Agreement to Hotel, or to enable alternate dates to be researched and offered for Group's use. Please note that it is Group's responsibility to notify Hotel if Group needs to request an extension of Group's Option Period. If Hotel does not receive a signed copy of this Agreement by August 06, 2026, Hotel may, at Hotel's sole option and with no notice required, release this first option, or may continue to hold the arrangements, or may review and revise Hotel's rates. No cancellation fee shall apply if Hotel releases this first option.

Additional Terms and Conditions: By signing where indicated below, Group is agreeing that in addition to the terms and conditions of this Agreement as outlined herein, this Agreement is also comprised of all the general terms and conditions set forth in the Group Confirmation Agreement – Additional Terms and Conditions (collectively, the "Additional Terms and Conditions") located on the following web site: <https://www.hilton.com/en/p/hilton-distributions/gca-usa/addlterms/>.

Entire Agreement: This Agreement, coupled with the PVAMU Hotel Addendum together with the **Standard Terms and Conditions** (attached hereto and incorporated herein by reference), the above-referenced **Additional Terms and Conditions**, appendices, addenda and exhibits attached hereto (if any), upon signature by both parties below, constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by the parties. This Agreement will become a binding commitment upon signature by both Group and Hotel (even if signed after the Option Period). If for any reason this Agreement is returned signed by Group but with changes, it shall not constitute an acceptance, but rather a counteroffer by Group that may be accepted or rejected by the Hotel in Hotel's sole discretion. The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign.

ACCEPTED AND AGREED TO:

GROUP:

Prarie View A&M University

By: James R. McKee

Title: Sr. Vice President, Chief Financial Officer

Dated: 9/21/2026 | 9:08 AM CDT

HOTEL:

Anatole Partners III LLC
d/b/a

By Hilton Management LLC, Managing Agent

By: Justin O'Neal
Title: Sales Manager
Dated: 9/18/24

By: [Signature]
Title: Director of Sales
Dated: 9/18/24

STANDARD TERMS AND CONDITIONS

Method of Reservations: Reservations will be made: ☐ directly by the attendee via the Internet. Hotel has created a **Reservations Group Code** for the Event. Group's Event Manager will provide Group with the unique URL to send out to Group's attendees; OR ☒ via a rooming list.

Attendees will book their reservations via **Cvent Passkey™** housing technology. All published housing information on Group's website or registration materials must be reviewed by the Hotel to ensure rate, date, Cut-Off Date, and Hotel specific information is correct.

Cut-Off Date: In order to assign specific room types to Group's attendees, each sleeping room in the Room Block must be confirmed in the manner described below no later than August 24, 2026. This date will be known as the "**Cut-Off Date**." After the Cut-Off Date, the Hotel will continue to hold any rooms in Group's Room Block not assigned to a specific attendee for Group if Group pays for such rooms in full at that time. If Group has not prepaid such rooms or guaranteed such rooms (but only if Group has established Master Account billing privileges), Group agrees that Hotel may offer unused sleeping rooms held in Group's Room Block to other customers to reduce Hotel's losses. Group agrees that the release of rooms will not affect the enforceability of this Agreement or Group's obligation to pay for unsold rooms in Group's Room Block. Advance payments will be refunded by the Hotel after Group's Event dates if rooms Group paid for in advance were later paid for by Group's attendees. Confirmation of rooms after the Cut-Off Date will only be accepted based on availability of contracted room type(s) and at the Hotel's prevailing rates.

Guest Payment Arrangements: Room and tax will be ☐ paid by individuals; OR ☒ charged to Group's Master Account. Incidental charges will be ☒ paid by individuals, in which case these charges must be paid in full prior to the guest's departure, with individual credit being established upon check-in. If Group submits a rooming list with reservations that will be paid for by Group such reservations will be considered guaranteed for the full length of stay. Early departure charges will be applied to Group's Master Account for guests guaranteed by Group's rooming list that depart early.

Individual Guest Deposits/Confirmation: To confirm a sleeping room within the Room Block, the sleeping room must be secured with a valid credit card provided either by Group or the guest attending the Event, along with a first night's deposit, refundable up to 3 days in advance of arrival. Checks and major credit cards are acceptable to establish prepayment. All credit cards used to prepay the room deposit may be charged immediately. Should Group secure sleeping rooms on behalf of Group's guests with Group's credit card, Group's attendees may thereafter provide their own credit card information for their own sleeping rooms. Group's advance payments and deposits will either be refunded by Hotel to Group within 30 days after completion of Group's Event if sleeping rooms Group paid for in advance were later paid for by Group's attendees or, at Hotel's election, credited to Group's Master Account. The Hotel will deduct any collected nonrefundable prepayment fees from the amount Group may owe as sleeping room performance damages or cancellation damages (if applicable).

Check-In/Out Time: Currently, the Hotel's check-in time is 4:00 PM, and check-out time is 11:00 AM (subject to change without notice). All guests arriving before check-in time will be accommodated as rooms become available. The Hotel can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

Early Departure Fee: If a guest who has requested a room within the Room Block checks out prior to the guest's reserved checkout date, the Hotel will add an early checkout fee to that guest's individual account (currently, \$75.00). Guests wishing to avoid an early checkout fee should advise the Hotel at or before check-in of any change in planned length of stay. The Hotel will deduct any collected early departure fees from the amount Group may owe as sleeping room performance damages.

Event Planner Program: NIKKIA "FATUMA" SAMS ("Event Planner") is eligible to earn an Event Planner Bonus for a qualifying event. The Event Planner's Hilton Honors Account Number is 1939800429. For this Event, Event Planner is eligible to earn two Hilton Honors bonus point for every eligible dollar spent. Eligible revenue will include **all sleeping room revenue (regardless of whether rooms are paid by individuals or billed to the Master Account) and all meeting room rental** up to a maximum of \$100,000 of eligible revenue. Full details and rules regarding the Event Planner Program are available by visiting www.hilton.com. Group agrees to take full responsibility for determining whether further disclosure of the Event Planner Bonus is required and for making such disclosure if it is required.

Master Accounts:

Group agrees to the following deposit schedule:

DEPOSIT SCHEDULE		
	Due Date	Amount
Initial Deposit	No later than 7 days after receipt of a final signed Agreement from Hotel	\$49,739.50

No later than 30 days in advance of arrival, or **August 25th, 2026** Group will either provide Hotel with a valid credit card to which all remaining estimated Master Account charges will be charged on that date, or provide payment of all remaining estimated Master Account charges by company check, certified check, wire transfer or credit card.

Hotel reserves the right to increase the amount of deposits and/or pre-payments should there be a negative change in Group's financial status, even if credit had previously been approved.

If advance payments or deposits are not paid on a timely basis, the Hotel will have the right, at Hotel's option, to consider the Agreement cancelled and Hotel will be entitled to cancellation damages as provided in this Agreement.

Hotel prefers that Group pay all deposits and Master Account charges by electronic funds (wire) transfer. Hotel will separately provide Hotel's current banking details. If Group is paying by credit card, Hotel requests that Group provide Hotel with Group's credit card information at the time of Group's Event so that Hotel may charge the credit card account at departure. Hilton accepts all major credit cards including American Express. If any charges are disputed, Group must provide an itemized list of disputed charges to Hotel so that Hotel may charge the undisputed charges to the credit card account immediately and the remainder will be charged upon resolution.

If payment of all undisputed charges is not received within thirty (30) days after Group's receipt of the final invoice, a finance charge of 1.5% per month, or the maximum amount allowed by law, whichever is less, will accrue on the unpaid, undisputed amount, commencing on the date of receipt of the final invoice. Group must submit to Hotel an itemized list of any disputed charges within fifteen (15) days of receipt of the final invoice, or else all disputes are

waived. If any charges are disputed, all undisputed amounts will be paid within thirty (30) days and the parties agree to work in good faith to resolve the disputed invoiced charges in a timely manner, and Group agree to pay the remainder immediately upon resolution of the dispute.

Sleeping Room Performance Policy: The Total Sleeping Room Nights Reserved under this Agreement will generate **\$99,479.00** in revenue for Hotel ("**Total Anticipated Sleeping Room Revenue**"). If Group does not use all of the sleeping rooms in the Room Block as contracted on a daily basis, Group agrees that the Hotel will suffer damages because the Hotel will have lost the opportunity to offer Group's unused rooms to others either individually or as part of another block, and the Hotel will incur additional costs in attempting to resell inventory that was already sold to Group. Therefore, if the Event is held as scheduled, Hotel will not seek sleeping room performance damages if Group achieves a minimum of **90%** of the Total Anticipated Sleeping Room Revenue as measured on a daily basis. Should Group achieve less than this amount as measured on a daily basis, Group agrees to pay to Hotel, to the extent authorized under the Constitution and the laws of the state of Texas and not a penalty for each contracted room night, the difference between 90% of the Total Anticipated Sleeping Room Revenue for that contracted room night and the actualized guest room revenue received by Hotel for that contracted room night for rooms used and paid for as part of the official Room Block, plus any applicable state and local taxes as required by law, as a reasonable estimate of the Hotel's losses on sleeping rooms, ancillary revenue, costs of sale and other losses. The sum of each applicable daily sleeping room revenue shortfall as calculated above over all of the Group's contracted room nights will be the total amount of sleeping room performance damages owed by Group. If Group exceeds **90%** of the total anticipated sleeping room revenue on any night of the Event, the excess will *not* be applied to any sleeping room performance damages that may be owed by Group for failing to achieve **90%** of the sleeping room revenue minimum on other nights of the Event. All estimated sleeping room performance damages will be due and payable to the Hotel no later than **seven (7)** days prior to Group arrival date, regardless of Master Account credit status.

Cancellation Policy: Hotel has offered the favorable sleeping room rates and other concessions in this Agreement based upon the Total Anticipated Revenue for Group's Event, plus additional revenue that the Hotel anticipates Hotel would receive from providing additional services to the Group and Group's attendees at additional charge. If this Agreement is cancelled by Group, the parties agree that the Hotel will have lost the revenue represented by this Agreement, and also the opportunity to offer Group's unused facilities to others either individually or as part of another block, and Hotel will incur additional costs in attempting to resell inventory that was already sold to Group. The parties agree that since the exact amount of such damages will be difficult to determine, the liquidated damage clauses provided for in this Agreement are a reasonable effort by the parties to agree in advance on the damages that the Hotel will suffer due to a cancellation. Therefore, Group agrees that should Group cancel Group's Event for *any* reason other than due to a valid Impossibility occurrence, including changing Group's meeting site to another hotel, Group will pay as liquidated damages to the Hotel a percentage of the Total Anticipated Revenue for Group's Event, plus any applicable state and local taxes as required by law, as follows:

Date of Hotel's Receipt of Cancellation Notice	Percentage of Total Anticipated Revenue	Amount of Cancellation Damages
Cancellation between date of signing and August 25th, 2026:	50 % =	\$49,739.50
Cancellation between August 26th and date of arrival:	85 % =	\$84,557.15

Total Anticipated Revenue for this Event is **\$99,479.00**

The parties agree that the sliding scale of damages above is intended to reflect that the closer in time to the date of Group's Event that a cancellation occurs, the less likely it is that Hotel will be able to replace any or all of Group's business with comparable business. Therefore, no analysis of resale or mitigation will be required and damages will be due as set forth above.

Impossibility: If unanticipated events beyond the reasonable control of the parties (including, but not limited to: acts of God; declared war in the United States; government regulations in effect 60 days or less before the Event dates that would prevent the Event from taking place as contracted; terrorist attacks in the city in which Hotel is located; or curtailment of transportation either in the city in which Hotel is located or in the countries/states of origin of the attendees that prevents at least 40% of the attendees from arriving for the first peak night of the Event) any of which make it illegal or impossible to perform under this Agreement, the affected party may terminate this Agreement, without liability, upon providing written notice to the other party.

If the Event is terminated due to a valid Impossibility/force majeure occurrence, then Group agrees to negotiate promptly and in good faith with the Hotel in an effort to rebook the cancelled Event, based on space and rate availability at the Hotel, over mutually acceptable dates. If the parties agree on rebook dates, then Hotel will retain the advance deposits paid under the cancelled Event and apply the deposits toward the Master Account of the rebooked event. Advance deposits applied to a rebooked event may not be applied to cancellation or performance damages for the rebooked event and any unused credit will be retained by Hotel. If the parties cannot agree on mutually acceptable rebook dates, then Hotel agrees to refund all prepaid advance deposits, less all documented expenses incurred by Hotel in preparation for the cancelled Event (*i.e.*, food and beverage products purchased for the Event that cannot be used in other outlets at the Hotel, labor costs incurred by Hotel if staff schedules were posted and the Event is cancelled, etc.).

Indemnification: Hotel agrees to indemnify, defend and hold harmless Group, Group's owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "**Group Indemnified Parties**"), from and against any and all Claims (as such term is defined above) arising out of or relating to the Event that is the subject of this Agreement but only to the extent any such Claim(s) arise out of the negligence, gross negligence or intentional misconduct of Hotel's employees, agents, or contractors. Nothing in this indemnification shall require Hotel to indemnify any of the Group Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Group Indemnified Parties.

This section shall not waive any statutory limitations of liability available to either party, including innkeeper's limitation of liability laws, nor shall it waive any defenses a party may have with respect to any Claim. This section shall survive any termination or expiration of this Agreement.

Insurance: Group agrees to maintain insurance reasonably commensurate with all activities arising from or connected with Group's Event, including, but not limited to, general liability insurance, with limits not less than \$2,000,000 per occurrence, covering personal injury, property damage, and other liability arising from Group's Event. Group further agrees to add Hotel and Hotel's Owner as additional insureds under all applicable policies for Group's Event.

Hotel agrees to maintain general liability insurance with limits not less than \$2,000,000 per occurrence, covering liability for personal injury, property damage, liquor liability, and automobile liability, as well as Workers Compensation insurance per applicable laws and Employers Liability insurance.

Upon written request, each party shall make evidence of coverage available to the other party. For hotels that participate in Hilton's general liability insurance program, proof of Hotel's insurance coverage is satisfied by Hilton's Memorandum of Insurance available at: <https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=645498676>. The Hotel can confirm whether the Hotel participates.

Governing Law: The Agreement will be governed by and interpreted pursuant to the laws of the state in which Hotel is located, excluding any laws regarding the choice or conflict of laws.

Dispute Resolution: The parties will use their commercially reasonable efforts to informally and timely resolve any dispute concerning any matter related to this Agreement by presenting the dispute to senior representatives of Hotel and Group for their discussion and possible resolution in the order set forth herein; *provided, however*, that a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and/or infringement of intellectual property rights shall not be subject to this provision. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If within a period of thirty (30) calendar days after submission of a disputed matter in accordance with this clause, the respective senior representatives are unable to agree upon a resolution of such dispute, before JAMS or the American Arbitration Association in the state and city in which the Hotel is located, or the closest available location. The parties further agree that in any arbitration proceeding, they may conduct reasonable discovery pursuant to the arbitration rules, and any arbitration award will be enforceable in State or Federal court.

Attorney's Fees/Costs:

The parties further agree that if Hotel must retain counsel or initiate arbitration or legal action to collect of any monies owed to Hotel by Group under this Agreement, whether or not an arbitration or court action is filed, Hotel will be entitled to recover its reasonable attorney's fees incurred in such efforts to collect.

Disputes Involving Credit Card Payments: As a condition of Hotel agreeing to accept Group's credit card as an approved form of payment for all Master Account charges, Group agrees that any disputes that Group may raise with respect to any Master Account charges must be addressed directly by Group and Hotel, and the parties agree to work in good faith to resolve any such disputed invoices in a timely manner. Any dispute that cannot be timely resolved to the mutual satisfaction of the parties shall resolved in accordance with the dispute resolution provisions as contained elsewhere in this Agreement.

HOTEL CONTRACT ADDENDUM

This addendum ("Addendum") is entered into and effective September 23, 2026 (the "Effective Date") and amends and supplements the standard contract and/or purchase order form ("Hotel Contract" or "Agreement" or "Services") provided by Hilton Anatole ("HOTEL") entered into between Prairie View A&M University, a member of The Texas A&M University System ("A&M System") and an agency of the State of Texas ("PVAMU"), and the HOTEL located at 2201 Stemmons Freeway Dallas, TX 75207 75207. All terms used herein and not otherwise defined shall have the same meaning as in the Hotel Contract. This Addendum is incorporated into the Hotel Contract and in the event of any conflict in the terms of the Hotel Contract and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control. PVAMU and HOTEL are sometimes hereafter referred to as "Party" individually or "Parties" collectively.

PVAMU and HOTEL agree that the Hotel Contract is hereby amended and supplemented as follows:

1. This Addendum is incorporated into the Hotel Contract and in the event of any conflict in the terms of the Hotel Contract and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control.
2. None of the provisions listed below, if they appear in the Hotel Contract, have any effect or are enforceable against PVAMU:
 - a. Requiring PVAMU to maintain any type of insurance either for PVAMU's benefit or for the HOTEL's benefit.
 - b. Renewing or extending the Hotel Contract beyond the contract term or automatically continuing the contract period from term to term.
 - c. Requiring or stating the terms of the Hotel Contract shall prevail over the terms of the purchase order or this Addendum in the event of conflict.
 - d. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Hotel Contract, or resolving any dispute under the Hotel Contract. The Hotel Contract and the obligations of the parties under this Hotel Contract shall be construed and enforced in accordance with the laws of the State of Texas.
 - e. Releasing the HOTEL or any other entity or person from its legal liability, or limiting liability, for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
 - f. Requiring any total or partial compensation or payment by PVAMU for damages in excess of the actual losses incurred by the HOTEL if the Hotel Contract is terminated before the end of the contract term.

- g. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
 - h. Binding PVAMU to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.
 - i. Obligating PVAMU to pay costs of collection or attorneys' fees.
 - j. Obligating PVAMU to indemnify, defend or hold harmless any party.
3. The following language is added to the Hotel Contract:

MISCELLANEOUS CLAUSES

- A. **Authority to Contract.** Each Party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf.
- B. **Cancellation.** In the event PVAMU must cancel the Hotel Contract, HOTEL will make every effort to resell the space (including, but not limited to, sleeping rooms, meeting rooms, and/or conference rooms) reserved by PVAMU in order to reduce PVAMU's cancellation/attrition fees. Resold space will be credited to reducing any obligations that PVAMU may have incurred. PVAMU will not pay any cancellation/attrition fees/liquidated damages until after the departure date. A copy of HOTEL's occupancy report, concerning the space reserved by PVAMU for the dates cancelled by PVAMU, shall be delivered to PVAMU within ten (10) business days of departure date.
- C. **Compliance with Laws.** Each Party shall comply with all federal, state, and local laws, executive orders, rules, and regulations applicable to the performance of its obligations under this Agreement.
- D. **Direct Bill Account.** If there are any charges which accrue and are payable by PVAMU, they will be applied to a master account and direct billed. If an existing direct bill account is not already established and on file, PVAMU will submit information required to establish a direct bill account prior to the Hotel Contract start date. Under this Hotel Contract, the PVAMU credit card shall only be used to secure the room block. All room charges will be paid by each individual reserving a room.
- E. **Entire Agreement.** This Agreement constitutes the entire and only agreement between the Parties relating to the subject matter hereof and supersedes any prior understanding, written or oral agreements between the Parties, or "side deals" which are not described in this Agreement. This Agreement may be amended only

by a subsequent written agreement signed by authorized representatives of both Parties.

- F. **Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).
- G. **No Impediments.** HOTEL represents and warrants that there are no obligations, commitments, third party rights, or impediments of any kind that will limit or prevent HOTEL's performance of the Services.
- H. **Non-Assignment.** HOTEL shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of PVAMU. Any purported assignment in violation of this Section will be void.
- I. **Non-Waiver of Defaults.** The failure of either Party at any time to require performance by the other Party of any provision of this Agreement will in no way affect the right to require such performance at any time thereafter nor will the waiver by either Party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
- J. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if delivered personally. PVAMU and HOTEL can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

PVAMU:

Prairie View A&M University
 Student Activities
 Prairie View A & M University
 700 University Drive, Prairie View, TX 77446
 Attention: Abhilasha Sharma

Telephone: 936-261-2125
Email: asharma@pvamu.edu

With a copy to:

Prairie View A&M University Contract Administration
P.O Box 519, MS 1311
Prairie View, Texas 77446-0519
Telephone: +1 936-261-1902
Email: Contracts@pvamu.edu

HOTEL:

Hilton Anatole
2201 Stemmons Freeway Dallas, TX 75207
75207
Attention: Nese Rivers
Telephone: 214-761-7244
Email: nese.rivers@hilton.com

Organization. If HOTEL is a business entity, HOTEL warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of HOTEL has been duly authorized to act for and bind HOTEL. Upon PVAMU's request, HOTEL shall promptly deliver to PVAMU (i) a certificate of good standing certified by the appropriate governmental officer in its jurisdiction of incorporation or organization; and (ii) a certificate of fact issued by the Texas Secretary of State.

- K. **Payment of Master Account.** The outstanding balance of PVAMU's direct bill account, if any, and excluding disputed charges, will be due following the event and payable within thirty (30) days from receipt of invoice. Upon resolution of any disputed charges, HOTEL shall invoice such remaining charges to PVAMU. Payment of the revised charges shall be payable within thirty (30) days of receipt of invoice. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, *Texas Government Code*.
- L. **Payment Terms.** All payments required under the Hotel Contract are due and payable on or before thirty (30) days from the date PVAMU receives a true and correct invoice for same. Notwithstanding the foregoing, all invoices shall be subject to the Texas Prompt Payment laws.
- M. **Refund of Deposit/Prepayment.** In the event this Hotel Contract is canceled and/or terminated by HOTEL for reason not attributable to PVAMU or if canceled and/or terminated by MEMBER for default of performance by HOTEL, then within thirty (30) days after cancellation and/or termination, HOTEL will reimburse PVAMU for all advance payments paid by PVAMU to HOTEL that were (i) not

earned by HOTEL prior to cancellation and/or termination, or (ii) for goods or services that the PVAMU did not receive from HOTEL prior to cancellation and/or termination.

- N. **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.
- O. **Survival.** Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.
- P. **Termination.** PVAMU, at any time prior to the arrival date with written notice, may cancel the Hotel Contract without liability or penalty, in the event one or more of the following occur:
- i. A force majeure event as described below, renders either party's performance inadvisable, impossible, or is materially affected. In the event of cancellation under this Item 1, HOTEL agrees to return any deposits paid by PVAMU. In the event PVAMU decides to continue with its reserved use of the HOTEL despite such circumstances, HOTEL will waive any fees related to a reduced-sized program or event including, but not limited to, any food and beverage attrition fees and space rental.
 - ii. There is a change in ownership or management of the HOTEL prior to the scheduled arrival date.
 - iii. HOTEL enters into bankruptcy proceedings, becomes insolvent or subject to foreclosure, or takes any other like action for the benefit of creditors or debtors prior to the scheduled arrival date.
- Q. **U.S. Currency.** All amounts payable hereunder shall be paid in United States dollars.
- R. **Use of Name.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name

of the other Party in factual statements that, in context, are not misleading. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the services to be provided pursuant to this Agreement.

STATE AGENCY CLAUSES

- A. **Conflict of Interest.** HOTEL certifies, to the best of their knowledge and belief, that no member of the A&M System Board of Regents, nor any employee of PVAMU or A&M System, has a direct or indirect financial interest in HOTEL or in the transaction that is the subject of this Agreement.
- B. **Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, *Texas Family Code*, HOTEL certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- C. **Dispute Resolution.** To the extent that Chapter 2260, *Texas Government Code* is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by PVAMU and HOTEL to attempt to resolve any claim for breach of contract made by HOTEL that cannot be resolved in the ordinary course of business. HOTEL shall submit written notice of a claim of breach of contract under this Chapter to the Senior Vice-President for Business Affairs & CFO of PVAMU, who shall examine HOTEL's claim and any counterclaim and negotiate with HOTEL in an effort to resolve the claim. This provision and nothing in this Agreement waives PVAMU's sovereign immunity to suit or liability, and PVAMU has not waived its right to seek redress in the courts.
- D. **Executive Order GA-48.** HOTEL represents and warrants that HOTEL is not and, if applicable, none of its holding companies or subsidiaries are (i) listed in Section 889 of the 2019 National Defense Authorization Act ("NDAA") regarding telecommunications and video surveillance; (ii) listed in Section 1260H of the 2021 NDAA regarding Chinese military companies in the US; (iii) owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4 ("15 C.F.R. § 791.4 List"); or (iv) controlled by any governing or regulatory body located in a country on the 15 C.F.R. § 791.4 List. HOTEL acknowledges that a false certification is a material breach of contract and is grounds for immediate termination of this Agreement with no further obligation on the part of PVAMU or the A&M System. If this Agreement

is terminated due to a false certification, HOTEL will immediately reimburse PVAMU for all prepaid costs.

- E. **Franchise Tax Certification.** If HOTEL is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then HOTEL certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that HOTEL is exempt from the payment of franchise (margin) taxes.
- F. **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
- G. **Insurance.** HOTEL acknowledges that, because PVAMU is an agency of the state of Texas, liability for the tortious conduct of employees of PVAMU or for injuries caused by conditions or use of tangible state property is provided solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code Chapters 101 and 104); and that workers' compensation insurance coverage for employees of PVAMU is provided by the A&M System as mandated by the provisions of Chapter 502, Texas Labor Code. PVAMU shall have the right, at its option, to (i) obtain liability insurance protecting PVAMU and its employees and property insurance protecting PVAMU's buildings and contents, to the extent authorized by Section 51.966, Texas Education Code, or other law, or (ii) self-insure against any risk that may be incurred by PVAMU as a result of its operations under the Agreement.
- H. **Limitations.** As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of PVAMU to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on PVAMU's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Terms and conditions related to the Limitations will not be binding on PVAMU except to the extent authorized by the Constitution and the laws of the State of Texas. Neither the execution of this Agreement by PVAMU nor any other conduct, action, or inaction of any representative of PVAMU relating to this Agreement constitutes or is intended to constitute a waiver of PVAMU's or the state's sovereign immunity.
- I. **Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, HOTEL agrees that any payments owing to HOTEL under this Agreement may be applied directly toward certain debts or

delinquencies that HOTEL owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

- J. **State Auditor's Office.** HOTEL understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. HOTEL agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. HOTEL will include this provision in all contracts with permitted subcontractors.
- K. **Tax Exempt.** As an agency of the State of Texas, PVAMU is tax exempt. Tax exemption certification will be furnished to HOTEL upon request.
- L. **Venue.** Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against PVAMU is to be in the county in which the principal office of PVAMU's governing officer is located.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties have entered into this Hotel Contract as of the Effective Date.

**PRAIRIE VIEW A&M
UNIVERSITY**

James R. McKee
Signature
James R. McKee
Name
Sr. Vice President, Chief Financial Officer
Title
9/21/2026 | 9:08 AM CDT
Date

HILTON ANATOLE

Justin O'Neal
Signature
Justin O'Neal
Name
Sales Manager
Title
9/18/26
Date

Santa Avalia
Santa Avalia
Director of Sales
9/18/26