

AMENDMENT No. 5

This amendment ("Amendment"), made the 12th day of January, 2021, by and between Napa Valley Marriott Hotel & Spa, 3425 Solano Avenue, Napa, California 94558 (hereafter known as "Hotel") and Physicians Hospitals of America, 14736 Bell Tower Rd, Woodbridge, VA 22193 (hereafter known as "Client") as an amendment to the Agreement between the parties dated the 23rd day of December, 2019, February 13, 2020, April 17, 2020 and August 27, 2021 for the purpose of Client's PHA 2022 Executive Summit ("Meeting") over the dates of May 9-11, 2022 ("Agreement"). If there is any inconsistency between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall control.

IT IS FURTHER AGREED:

1. Dates – Meeting dates in the Agreement are deleted and replaced with the following: Monday, May 9 – Wednesday, May 11, 2022 (hereafter known as the "Official Dates").
2. Room Block – Section 1.1.1 of the Agreement is deleted and replaced with the following:

Day/Date Year	# of Rooms
Saturday, May 7, 2022	20 Room Nights
Sunday, May 8, 2022	70 Room Nights
Monday, May 9, 2022	85 Room Nights
Tuesday, May 10, 2022	75 Room Nights
Wednesday, May 11, 2022	30 Room Nights

Grand Total: 280 room nights

REVISED GROUP RATES

ROOM RATES

2.1 Group Rate

The confirmed room rates for Client and Client Guests over the Contract Dates are ("Final Room Rates"):

Rates: Single/Double - \$269.00 (Sunday-Thursday)

Single/Double - \$399.00 (Saturday)* Please note the hotel can offer a minimum of 25 rooms

Hotel room rates are subject to state and local taxes applicable at the time of check in (current taxes of 12%, a California Tourism Assessment Fee of 0.24%, the Napa Valley Tourism Improvement Fee of 3%; 15.24% total taxes) and are not inclusive of the daily \$20.00 Destination Amenity Fee which is also subject to applicable state and local taxes, (currently 15.24%)

Hotel will provide an online booking link for guests to complete their reservations.

2.2 Please strike the entire Commission Clause

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3. Cutoff Date - Section 3.1 of the agreement is revised to Friday, April 22, 2022.
4. Rooms – Section 4.1 of the agreement is deleted and replaced with the following

CONCESSIONS

Comp Room Ratio

Hotel shall provide Client with one complimentary room night for every 35 room nights occupied by Client Guests in the aggregate. Hotel shall credit Client's master account for all complimentary room nights earned at a per night rate equal to the single room rate of the Final Room Rates (less any commission and rebate).

Section 4.3 of the Agreement is deleted and replaced with the following:

Hotel will provide the following rooms on a complimentary basis in addition to the complimentary room nights earned pursuant to Section 4.1.

- (1) One-Bedroom Presidential Suite for arrival on Saturday, May 7 through departure on Wednesday, May 11, 2022

5. Upgrades – Section 4.4 of the Agreement is deleted and replaced with the following:

Hotel will provide Client with 15 upgrades per night to Garden Views for Client to utilize at its discretion for arrival on Saturday, May 7 through departure on Wednesday, May 11, 2022.

6. Rooms Over & Above – Section 4.2 of the Agreement is deleted and replaced with the following:

Hotel will provide the following rooms on a complimentary basis in addition to the complimentary room nights earned pursuant to Section 4.1

- (5) ROH Guest Rooms for arrival on Saturday, May 7 through departure on Wednesday, May 11, 2022.

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7. Internet. Section 4.7 of the Agreement is deleted and replaced with the following:

Hotel will provide client guest's complimentary wireless internet in all guestrooms, show office, registration area and all designated meeting spaces.

8. Add Section 4.8 Customer provided audiovisual or computer equipment with outside vendor.

Customer may elect to contract with an outside vendor for audiovisual or computer equipment to be used. A \$300 fee will be assessed to offset the lost rental revenues. Additionally, if assistance from an a/v tech is needed with this customer provided equipment, a fee of \$75 for up to four additional hours of assistance will apply. A connectivity fee and or electrical usage fee may be assessed to customer based upon estimated usage. The JW Marriott makes no guarantee or warranty on performance or operation of customer-provided a/v equipment.

9. Attrition - Section 5.1 of the Agreement is deleted and replaced with the following:

In the event Client fails to utilize at least 80% of its final room block on a cumulative basis, Client shall pay to Hotel an attrition fee equal to the difference between 80% of its final room block and the total number of rooms actualized by Client multiplied by 80% of the Client's single room rate (less any commission). Any rooms resold by the Hotel over the contracted dates shall be credited toward attrition fees. Upon the billing of any attrition fee due, Hotel shall provide Client with information and documentation so as to verify the calculation of any attrition fee due.

10. Final Block Review and Adjustment - Section 5.2 of the Agreement is deleted and replaced with the following:

On or before February 9, 2022 (3 months prior to the Meeting) ("Final Adjustment Date"), Client shall have the right to reduce the then current Room Block in an amount up to 20 percent of the total room nights thereunder without liability or the incurrence of any additional fees.

After applying any and all adjustments in accordance with Sections 1.1.2 and 5.2, the number of room nights underlying Client's room block as of the Final Adjustment Date shall be referred to under this Agreement as the "Final Room Block."

11. Meeting Space – Exhibit A, Tentative Schedule of Event, is replaced with the Schedule of Events attached to this Amendment No. 5.

12. Food and Beverage – Section 10.1 of the Agreement is deleted and replaced with the following:

Hotel shall confirm all catering prices on or before December 1, 2021. It is understood and agreed by Hotel that Client will receive a 10% discount on food and beverage ordered by the Client over the Official Dates via any Hotel service (e.g. banquets, catering, and room service).

13. Food and Beverage Minimum – The Food and Beverage Minimum in Section 10.5 of the Agreement is deleted and replaced with the following:

Client and Affiliates shall collectively purchase from Hotel an aggregate minimum of \$20,000 on food and beverages for all functions held at Hotel during the Official Dates ("Minimum F&B Guarantee"). It is understood that the Minimum F&B Guarantee is exclusive of tax 7.75% and service charge 24%. In the event the total cost of all food and beverages purchased by Client and Affiliates is less than of the Minimum F&B Guarantee, Client shall pay to Hotel a fee equal to the product of the following

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calculation: (a) \$20,000 (the Minimum F&B Guarantee); less (b) the actual amount of food and beverage purchased (excluding tax and gratuities); multiplied by 40%. This fee shall represent Hotel's exclusive remedy for Client's failure to meet the Minimum F&B Guarantee requirements hereunder.

14. Cancellation - The Cancellation Fee and Schedule of Cancellation in Section 15.1 of the Agreement is deleted and replaced with the following:

In addition to the Section 14 rights afforded Client to cancel this Agreement, Client shall also have the right to cancel this Agreement at any time for any other reason. In the event that Client cancels this Agreement for reasons other than those set forth in Section 14, Client agrees to pay a cancellation fee as set forth below ("Cancellation Fee"). Cancellation is defined as the total non-use of the Hotel by Client for the services and items outlined in this Agreement.

<u>DATE CANCELLATION NOTICE IS RECEIVED BY HOTEL</u>	<u>CANCELLATION FEE DUE</u>
Date of Signing of this Agreement through December 22, 2021	40% of Total Room Block*
December 23, 2021 through March 22, 2022	80% of Total Room Block*
On or after March 23, 2022	100% of Total Room Block*

*Total Room Block is equal to the total number of contracted rooms multiplied by 75% of the Client's single room rate (less any tax, commission).

Total Room Block = 25 Room Nights * \$278.30 + 255 Room Nights * \$187.63 = \$54,803.15

15. Deposit

Client provided Hotel with a \$20,000 deposit in 2020 which will be applied to 2022 Executive Summit, April 24-26, 2022.

ALL OTHER TERMS SET FORTH IN THE AGREEMENT SHALL REMAIN IN EFFECT.

ACCEPTED AND AGREED:

Physicians Hospitals of America

By: Stacie Monroe 1/12/22
Stacie Monroe, Executive Director DATE
Acting as agent for Client

Napa Valley Marriott Hotel & Spa

By: [Signature] 1/12/22
Jeremy Spaulding, Director of Revenue Management DATE
SHARON FABER / DIRECTOR OF GROUP SALES

cc: Bobby Hillert, PHA Operations Director

**EXHIBIT A
Tentative Schedule of Events**

Date	Day	Start Time	End Time	Function Type	Setup	# People	Rental	Related Events
5/8/22	Sun	3:00pm	7:00pm	Office	Storage	1	\$0	Hospitality Suite 1
5/8/22	Sun	3:00 PM	7:00 PM	Set-Up	Theater	125	\$0	Napa Ballroom
5/8/22	Sun	3:00 PM	7:00 PM	Setup	Crescents	125	\$0	Grand Ballroom
5/9/22	Mon	8:00 AM	7:00 PM	Board Meeting	U-Shape	26	\$0	Castle/Diamond
5/9/22	Mon	8:00 AM	6:00 PM	Registration	Registration	1	\$0	Grand Foyer
5/9/22	Mon	5:00 PM	7:00 PM	Reception	Reception	80	\$0	Pool Patio
5/9/22	Mon	5:00 PM	7:00 PM	Reception Back Up	Reception	80	\$0	Napa Ballroom
5/9/22	Mon	8:00 AM	7:00 PM	General Session	Crescents	125	\$0	Grand Ballroom
5/9/22	Mon	8:00 AM	7:00 PM	Breakout	Theatre	125	\$0	Napa Ballroom
5/9/22	Mon	12:00 AM	11:59 PM	Storage	Storage	1	\$0	Hospitality Suite 2
5/10/22	Tue	12:00 AM	11:59 PM	Registration	Registration	1	\$0	Grand Foyer
5/10/22	Tue	12:00 AM	11:59 PM	Office	Conference	1	\$0	Hospitality Suite 1
5/10/22	Tue	8:00 AM	11:59 PM	General Session	Crescents	125	\$0	Grand Ballroom
5/10/22	Tue	8:00 AM	11:45 PM	Breakout	Theatre	125	\$0	Napa Ballroom
5/10/22	Tue	5:00 PM	8:00 PM	Reception	Special	150	\$0	Redwood Grove
5/11/22	Wed	12:00 AM	11:59 PM	General Session	Crescents	125	\$0	Grand Ballroom
5/11/22	Wed	12:00 AM	11:59 PM	Storage	Storage	1	\$0	Hospitality Suite 2
5/11/22	Wed	12:00 AM	11:59 PM	Registration	Registration	1	\$0	Grand Foyer
5/11/22	Wed	12:00 AM	11:59 PM	Office	Conference	1	\$0	Hospitality Suite 1
5/11/22	Wed	12:00 AM	11:59 PM	Breakout	Theatre	125	\$0	Napa Ballroom
5/11/22	Wed	7:00 AM	8:00 AM	Breakfast	Rounds of 10	120	\$0	Pool Patio
5/11/22	Wed	12:00 PM	2:00 PM	Lunch	Rounds of 10	100	\$0	Pool Patio

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