



## SALES AGREEMENT

**DATE PREPARED:** October 8, 2019

**CLIENT:** Comfort International M.I.C.E. Service Co., LTD

**PROGRAM NAME:** Rooms Only Block for AASLD Congress

**OFFICIAL PROGRAM DATES:** November 08, 2019 - November 12, 2019

**PROGRAM CONTACT:** Ms. Daisy Cao  
Room 1510  
Ruichen International Center #13  
Chaoyang District, Beijing  
Phone: ++ 86 10 6587 0594  
E-mail: caoyuan@cct.cn

**SALES CONTACT:** AnnMarie Griffiths  
National Sales Manager  
One Broadway  
Everett, MA 02149  
Phone: (857) 770-4212  
E-mail: AnnMarie.Griffiths@encorebostonharbor.com

**CONTRACT DUE DATE:** October 8 , 2019

## **ENCORE BOSTON HARBOR**

### **Convention Sales Agreement**

Dear Ms. Cao,

On behalf of Encore Boston Harbor, we are delighted to confirm the following hotel, food and beverage and meeting and function space arrangements and agreements for Comfort International M.I.C.E. service Co LTD (the "Event"). Our goal is to make your Event an outstanding success. Signatures at the end of this Agreement signed by both parties, Wynn MA, LLC ("Resort") and Comfort International M.I.C.E. Service Co., LTD, a Chinese LLC ("you" or "your" or "Group"), will indicate mutual agreement of the arrangements and the agreements and the Resort's policies and procedures set forth herein.

#### **Guest Room and Suite Block**

Presently, the Resort has the following accommodations available for the Event during the period of 2019-11-08 00:00:00 through 2019-11-12 (the "Room Block"):

	<b>Fri 11/08</b>	<b>Sat 11/09</b>	<b>Sun 11/10</b>	<b>Mon 11/11</b>
Premiere King Guest Rooms	16	16	16	15

All registered guests must be at least twenty-one (21) years of age and all guests will be required to show a valid government issued ID upon check-in.

Early arrivals and/or late departures, or any variations in the arrivals and/or departures are subject to the Resort's written consent.

An early departure fee will be incurred if notice is not received prior to or at check-in. Guests are considered "checked-in" once the registration card is signed. The early departure fee will be one (1) full night room and tax at the original booked rate.

Peak Arrival Date: Friday, November 8, 2019

Peak Nights: 16 room nights inclusive.

Currently, the Room Block is being held on a first option basis until October 08, 2019. Upon receipt of the Group's signed original Agreement (without changes), the Room Block will be confirmed as definite. The Resort reserves the right to release all requested rooms for general sale on the Cut-off Date (as defined herein).

Should the Resort be unable to honor the guaranteed reservation of any confirmed guest, the Resort shall arrange alternative lodging for such guest at a comparable hotel, based upon availability. The Resort shall use commercially reasonable efforts to relocate such guest back to the Resort as soon as rooms become available. The Resort will provide one round trip transfer to and from alternative lodging on a daily basis until the guest is relocated back to the Resort.



### Guest Room Rates

The Resort is pleased to guarantee the following per day room/suite rates, single or double occupancy, **Breakfast is included in the guest room rate.**

Room	Single Rate	Double Rate
Premiere Guest Rooms	\$ 239.00	\$ 239.00
Premiere Guest Rooms (Guests IPO)	\$ 305.00	\$ 305.00

Group room rates will be subject to the prevailing room tax, which is currently 11.7% and subject to change.

These rates are commissionable at 10.00% less any rebate to the agency of record Comfort International M.I.C.E. Service Co. LTD. Commissions will only be paid for rooms blocked under the Group code. No commissions will be paid on complimentary units, attrition or cancellation damages. This commission will be made payable to the agency of record after final settlement and payment of the Group's master account. You acknowledge that you have designated Comfort International M.I.C.E. Service Co. LTD as the official travel agent/meeting planner for this Event. All commissions will be paid to Comfort International M.I.C.E. Service Co. LTD unless Resort receives confirmation in writing signed by Group and Comfort International M.I.C.E. Service Co. LTD that commissions are to be paid to some other person or entity.

The Resort will extend the Group rates three (3) days prior to the Group's scheduled peak arrival date, and three (3) days after the Group's scheduled peak departure date, provided at the time of the request, the Resort's daily occupancy on any given night is 90% or less. If the Resort's daily occupancy on any given night exceeds 90%, the Resort will provide said requested rooms at the prevailing rack rate minus a 10% discount for the room type requested. These additional rooms are provided at the aforementioned rates and subject to the Resort's discretion.

### Concessions

Complimentary basic WiFi in all guest rooms

Breakfast is included in the guest room rate. Breakfast will be offered in the Garden Café, located off of the lobby.

### Method of Reservations

#### Rooming List

The Resort understands that the reservations will be made by means of a rooming list. A rooming list is to be received by the Resort no later than thirty (30) days prior to the Group's first arrival date or October 16, 2019 5:00 p.m. Eastern Standard Time ("EST") (the "Cut-off Date"). The Resort shall receive weekly status reports commencing sixty (60) days from the first Peak Arrival Date. After the Cut-off Date, any new room reservations or changes to existing room reservations (including, but not limited to, names, dates, etc.) will be accepted based upon space and rate availability, provided at the time of the request, the Resort's daily occupancy on any given night is 90% or less. If the Resort's daily occupancy on any given night exceeds 90%, the Resort will provide said requested rooms at the prevailing rack rate minus a 10% discount for the room type requested. These additional rooms are provided at the aforementioned rates and subject to the Resort's discretion. After the Cut-off Date, all surplus rooms/suites will be released back to the Resort, subject to Group's attrition obligations for rooms not resold by the Resort. In order for the reservations to be processed properly, the list must indicate full names of guests, arrival and departure dates, pairings for



shared rooms, addresses, type of accommodations requested and billing information. For individual payment, a credit card will be required to be noted on the rooming list and a charge will be imposed for one night's room and tax. If Group will be paying for room and tax through the Master Account, then no individual room deposit will be due.

### **Deposit/Payment Arrangements**

#### **Deposit**

The Resort requires full prepayment be paid to Resort in the amount of **\$14,637.03** by October 08, 2019. This amount covers the Room/Tax for the 51 room nights at \$239/night (\$266.96 inclusive of tax; \$13,614.96) and for a one night deposit for the three (3) guest rooms at \$305 (\$340.69 inclusive of tax, \$1,022.07). **The amount of \$340.69 will be credited back to the credit card used for the initial deposit once the hotel has received each individual's credit card upon check in.**

The signed Agreement and payment must be submitted to the sales contact noted on the cover of this Agreement.

#### **Individual deposits:**

**For those three (3) guest rooms at the \$305.00 guest room rate, it is** Comfort International M.I.C.E. Service Co., LTD responsibility to submit a credit card number or a deposit equal to one (1) night's room/suite rate plus tax as a guarantee at the time the reservation is made. If a deposit is made with anything other than a credit card, the deposit must be received no later than fourteen (14) days after the reservation is made. All credit cards utilized for deposit purposes will be charged when the deposit is made. Refunds will be issued on individual attendee's reservations cancelled up to forty-eight (48) hours prior to the scheduled arrival date.

**Group is responsible for room and tax for the 13 guest rooms at the \$239.00 Room Rate.** Refunds will be issued on individual attendee's reservations cancelled up to forty-eight (48) hours prior to the scheduled arrival date.

#### **Individual Credit Card Authorization for Incidentals:**

The Resort requires a pre-authorization of \$150.00 for each night's stay to cover incidentals. This pre-authorization will take place upon check-in (i.e. if an attendee is staying three (3) nights, the attendee's card will be pre-authorized for \$450.00 when the attendee checks in). Please note that if the attendee does utilize a debit card, the pre-authorization will act as a direct withdrawal from the attendee's bank account. The funds will be automatically withdrawn upon check-in; any unused monies will be released upon check-out.

#### **Master Account/Direct Billing**

**For those three (3) guest rooms at the \$305 guest room rate,** please note that all credit cards are charged immediately as the reservation is entered into our reservation system. It is the responsibility of the group, regardless if sent via a rooming list or housing agency, on credit cards that were submitted as being invalid or with insufficient funds. Reservations held without a valid deposit are not guaranteed reservations. Please note that failure to present the credit card used as a deposit on a reservation upon arrival will result in the credit card being refunded. The guest will then be responsible for payment of that particular room night at check-in.

- For groups of ten (10) or more rooms that wish to pre-pay for room and tax, a credit card authorization form will be provided by your Convention Services Manager. A master account will be established for 100% pre-payment due prior to the first guest's arrival.



- For groups guaranteeing rooms to one (1) credit card a deposit will be collected by your Convention Services Manager to guarantee the first night. Upon check-in each guest will be required to present a method of payment to cover all nights' room/tax and incidentals. The guaranteeing deposit will be refunded once each guest has checked in. In the event of a no-show, the deposit will be forfeited for the first night's room/tax.
- For groups of ten (10) or less rooms that wish to pre-pay for room and tax, Encore Boston Harbor Room Reservations will establish pre-payment via telephone at [TBD] once all room reservations have been submitted to the Convention Services Manager. Please confirm reservations are submitted with your Convention Services Manager prior to contacting Room Reservations.

### **Payment**

Payments can be made in the form of a company check, cashier's check, wire transfer or by major credit card. All credit card usage will be based on final bank approvals. If the Group has direct billing privileges, full payment is required within thirty (30) days of the receipt of the original invoice, except as specifically set forth herein for deposits and prepayments. The Resort reserves the right to assess interest charges equal to 1.5% per month for all undisputed amounts which are not paid within thirty (30) days of the Group's receipt of the invoice. If the Group has direct billing privileges, the Group may not pay its final bill with a credit card, but rather by company check, cashier's check or wire transfer.

If Group does not have direct billing privileges, Group may pay its final bill (including the remainder 50% deposit) with a major credit card. The Group's credit card will be charged at least 72 hours prior to the Group's arrival, to insure enough credit is available for Group's expenses. Upon the Group's departure, the final bill will be reviewed and any billing discrepancies will be credited accordingly.

In order to pay its deposit with a major credit card, the Group will be required to complete a Credit Card Pre-Authorization form and required attachments as provided by the Resort. Group deposits are to be processed through the Resort Accounts Receivable Department. The exact deposit amount is to be noted on the form. Other than a Corporate American Express card, there is a limit of \$25,000.00 allowed to be charged on a credit card. American Express Corporate card holders have an unlimited charging amount to their Master Account.

If Group wishes to pre-pay the Master Account, either by choice or due to a denial of direct billing, Group must do so thirty (30) days prior to the Group's first arrival. Pre-payment can be made by wire transfer, cashier's check or company check. If payment is not received by the Resort, the Resort shall have the option of releasing the Group's meeting/function/exhibit space upon written notice to the Group, and the Group will remain liable for any cancellation and other similar charges provided for in this Agreement.

Individuals must pay the remaining balance of all room, tax and incidental charges upon checkout.

### **Master Account Disputes**

If Group disputes any of the charges for any reason, the Group must specify in a written notice to the Resort the dollar amount in dispute and the reasons, in detail, why the specified charges are disputed within fifteen (15) days of the date of the invoice. Thereafter, the Resort will investigate the matter and report its determination in writing to the Group. During the investigation, the undisputed charges must be paid by the Group. If the Resort determines, in its sole and absolute discretion, that the disputed charges are correct, the Group shall pay the disputed charges within thirty (30) days of the date to the notice of determination.



### Cancellation Policy

The Resort has agreed to offer the favorable terms presented to the Group based on the Resort's expectation that the Event will generate revenue to the Resort from sleeping rooms, meeting and function space usage, food and beverage events and ancillary services such as restaurant and retail outlets, spa, telephone, movies, room service, and other services offered by the Resort at additional costs to the guests. If the Event does not take place at the Resort for any reason, the Resort will not only have lost this revenue, but will incur the costs involved in attempting to find other individuals or groups to replace the lost business. The closer in time to the date of the Event that a cancellation occurs, the less likely it is that the Resort will be able to replace any or all of the Group's business.

Notwithstanding anything in this Agreement to the contrary, the Group may cancel this Agreement upon written notice to the other party for any reason or for no reason, at any time prior to the Program. The Group agrees that if it should cancel this Agreement, the Resort will have the right to recover revenue lost and related room taxes, based on the schedule set forth below, forty-eight (48) hours after such cancellation notification:

<u>Cancellation Dates</u>	<u>Anticipated Revenue</u>
Signature date, October 8, 2019 to October 25, 2019	100% (\$15,849)

Cancellation from time of signature to arrival date will consist of anticipated room revenue, room taxes if applicable, ancillary revenue, food and beverage minimum, and meeting room rental.

Room revenue will be computed by multiplying the total number of rooms/suites in the Room Block times the rates confirmed in this Agreement. If the Event is cancelled prior to the time that specific sleeping room rates are agreed on, then rates equal to the Resort's then current quoted room rates plus the maximum yearly increase will be used in calculating the Resort's anticipated room/suite revenues. Room taxes will be calculated based on the room revenue computation. Revenues from ancillary services will be calculated using the average daily revenue per occupied room from ancillary services at the Resort from the most recent calendar year prior to cancellation.

The Group agrees to indemnify Resort for all governmental taxes, fees and charges (other than taxes based on the income of Resort), including but not limited to room taxes, imposed on Resort arising out of or related to the amounts to be paid to Resort by the Group under this Section 7.

The Resort and the Group have elected to provide for liquidated damages as set forth above in the event of said cancellation by the Group, recognizing that actual damages will be difficult, if not impossible to ascertain. The parties agree that such liquidated damages are a fair and reasonable estimate of the damages that the Resort would incur. The Group shall not be permitted to reduce such liquidated damages by reducing the total number of rooms to reflect permissible attrition as provided in Section 8 below, because permissible attrition reductions are a courtesy extended only to groups actually holding functions. The provisions of this Section shall survive the termination or cancellation of this Agreement.

### Attrition

Under the terms of this Agreement and in accordance with the information that you have provided to the



Resort regarding your needs, the Resort has taken out of its inventory the Room Block outlined herein.

The revenues the Resort expects to realize under this Agreement are based in part upon full usage of your Room Block at the rates established herein. Should the Resort not realize the full amount of its anticipated revenues from the Room Block due to the reduced usage of the Room Block, the parties agree that it would be difficult to determine the Resort's actual loss because the Resort would not only have lost the anticipated revenues derived from the Agreement but also the opportunity to have offered the unused sleeping rooms, individually or as part of a larger block, to other parties.

Should the room nights on a cumulative basis actually used by Group be less than 90% of the total original room block, it will pay guest room attrition damages (plus all applicable taxes) as a reasonable of hotel's losses as follows:

The group shall pay the hotel an attrition fee (contractual damages) not a penalty. Calculated as follows:

- Determine the total, original room block (less complimentary rooms) by multiplying the number of rooms blocked per night by 90% then subtract actual group pick up on night in question, multiplied by the group's anticipated contracted rate.

The foregoing attrition rates shall only apply to **all contracted guest room types**. No commissions, subsidies or rebates will be paid on those room/suite revenues resold by the Resort. Resort will exercise good faith efforts to resell rooms/suites in the adjusted Room Block that are not used by Group on the applicable dates. However, in the event that Resort is unable to resell those rooms/suites and the actual room/suite pick-up is less than the rooms/suites in the adjusted Room Block, Group agrees to pay as liquidated damages, and not as a penalty, an amount equal to the convention room/suite rate, plus room tax, multiplied by the lesser of (1) the total number of actual vacant room/suite nights on that day; or, (2) the total number of room/suite nights in the adjusted Room Block not used by the Group on that day. The adjusted Room Block means the original Room Block less the allowable attrition actually exercised.

#### **Indemnification**

The Group shall indemnify, defend, save and hold harmless the Resort and its affiliates, and their directors, members, managers, officers, employees, and agents from and against any and all liabilities, losses, damages, costs, claims, awards, judgments, sanctions, expenses, including, but without limitation, reasonable attorneys' fees and costs, resulting from or arising from any negligence or willful misconduct of the Group's directors, members, managers, officers, employees, agents, contractors or attendees, in connection with the Group's use of the Resort's guest rooms or Function Space, Group's breach of this Agreement or any of Group's representations contained herein, or Group's third party agreements, except to the extent arising from the gross negligence or willful misconduct of the Resort, its directors, officers, employees or agents in connection with this Agreement.

The Resort shall indemnify, defend, save and hold harmless the Group, its affiliates, and their directors, members, managers, officers, employees and agents, from and against any and all liabilities, losses, damages, costs, claims, awards, judgments, sanctions, expenses, including, but without limitation, reasonable attorneys' fees and costs, resulting from or arising from any negligence or willful misconduct of the Resort, its officers, employees, agents, or contractors, except to the extent arising from the gross negligence or willful misconduct of the Group, its directors, members, managers, officers, employees or agents in connection with this Agreement.

The provisions of this Section shall survive the termination or cancellation of this Agreement.

### **Baggage Handling**

Groups at Encore Boston Harbor: Guests arriving as a group will arrive at the Tour Bus Entrance. Group arrivals are subject to a mandatory baggage handling charge of \$6.00 per person, one way. There will be an additional charge of \$2.00 per bag for golf bag storage. These charges are subject to change.

### **High Speed Internet Service**

Each individual meeting room throughout the facility is equipped with high speed internet portals. Any request for services should be directed to the Catering/Convention Services Manager for detailed pricing.

### **Parking**

For our guests' convenience, valet and self-park garages are on the Resort premises. Parking is available at hourly and daily rates, which are subject to change. Registered hotel guests may take their self-park or valet ticket to the front desk at check-in, and fees will be applied to their guest folio.

### **Room Deliveries**

The Resort Front Services Department is pleased to offer room deliveries until 10:00pm nightly, seven days a week. Items will be placed inside the guest room after the guest has checked-in. All deliveries will be charged \$2.00 per item, for the first item per room, additional \$1.50 for each second and third item.

Items will not be left outside of a guest room/suite on the floor or slipped under the door of a guest room/suite.

### **Shipping and Receiving (Freight and Packages)**

#### Inbound Shipments

All inbound shipments to the Resort are to be addressed as follows:

Recipient's First and Last Name/Hotel Guest

Name of Group/Event (Dates of Event)

Reservation Number/Onsite contact number

c/o Encore Boston Harbor

One Broadway

Everett, MA 02149

#### Package Handling Rates

All Inbound and Outbound packages are subject to processing, X-raying and handling fees based on a sliding weight scale.

Packages and Letters:



0 - 1 lbs.....	\$10.00
2 - 10lbs.....	\$15.00
11 - 20 lbs.....	\$25.00
21 - 30 lbs.....	\$30.00
31 - 60 lbs.....	\$35.00
61 - 80 lbs.....	\$40.00
81 - 100lbs.....	\$60.00
101 - 150lbs.....	\$75.00
150lbs plus.....	\$75.00 per 100lbs

Items over 101 lbs or multiple package shipments arriving for the same guest will be classified as freight and will be assessed a fee of (\$75.00 per hundred pounds, with a minimum fee of \$75.00.) Pallets arriving by Freight (\$75.00 per hundred pounds with a minimum charge of \$250.00 per pallet.)

Rates noted above are subject to change, please contact your Convention Services Manager for the most current pricing.

#### **Smoking**

In accordance with Massachusetts state law, Encore Boston Harbor is a non-smoking facility. Smoking, including the use of e-cigarettes, is not permissible within guest rooms, meeting facilities, restaurants, or public areas.

#### **Trademarks**

The Group shall not use any trademark, tradename or service mark owned or registered by or to the Resort or its affiliates without the Resort's prior written consent, which may be withheld in the Resort's sole discretion. The provision of this Section shall survive the termination or cancellation of this Agreement.

#### **Confidentiality**

Each party agrees to keep confidential or proprietary information ("Confidential Information") that they may receive from the other party during the performance of this Agreement in confidence and shall not disclose such Confidential Information to any third party, except to its employees who need to know such information to perform their obligations hereunder. Confidential Information shall not include information that: (i) is in the public domain prior to execution of this Agreement or enters into the public domain after such execution without breach by any party of this Agreement; (ii) is independently developed by a party hereunder; or (iii) is required to be disclosed pursuant to court order (provided however, that the party subject to the court order shall promptly notify the other party of such court order, so that such other party can take legal measures to protect such disclosure). The provisions of this Section shall survive the termination or cancellation of this Agreement.

#### **Governing Law**

This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without regard to choice of laws principles. Venue and jurisdiction of any suit brought to enforce the provisions of this Agreement shall lie exclusively in Middlesex County, Massachusetts. For all purposes, this Agreement shall be deemed to have been negotiated and executed in Middlesex County, Massachusetts. The Group hereby waives any and all objections to venue and jurisdiction of any dispute hereunder lying in Middlesex County, Massachusetts, and hereby consents to exclusive personal jurisdiction within Middlesex County, Massachusetts. In any litigation relating to this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.



### **Force Majeure**

Either party may be excused from its obligation to perform under this Agreement in the event that acts of God, domestic war, government regulation, riots, terrorism, disasters, or strikes renders such performance objectively impossible or illegal. The excused party is obligated to promptly resume performance in accordance with the terms of this Agreement after any such intervening cause ceases, to the extent possible. Notwithstanding the foregoing, in no event shall the payment of amounts due hereunder for services rendered be excused by such force majeure events. Under no circumstances shall an informational or a recognition picket line excuse a party from performance hereunder. Adverse weather conditions reasonably anticipatable for the period of time shall not excuse a party from performance hereunder.

### **ADA Compliance**

The Resort shall comply with the requirements of the public accommodation of the Americans with Disabilities Act, its regulations and guidelines, including the provision of accessible and usable meeting and exhibit space, guest rooms, common areas, facilities, transportation services and the provision of auxiliary aids and services. The Group understands that they shall be responsible for the cost of all additional auxiliary aids and services requested by and obtained for the Group, other than those types and quantities typically maintained or offered by the Resort.

### **Successors and Assigns**

The Group shall have no right to assign this Agreement or any portions hereof without the Resort's prior written consent, which may be withheld in the Resort's sole discretion. Any attempted assignment in violation of this Section shall be void and without force and effect. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties hereto and all persons claiming by, through or under them.

### **Limitation of Liability**

In the event of a default by the Resort of any of the terms and covenants set forth herein, the Resort's liability shall be limited to the value of the services provided by the Resort under this Agreement, and no other property or assets of the Resort or its affiliates, or their officers, managers, members, directors, employees, successors or assigns, shall be subject to the levy, execution or other enforcement procedure for the satisfaction of any claim, judgment, injunction or decree.

In no event shall either party be liable for any incidental, special, exemplary or consequential damages in connection with this Agreement, even if such party has been advised of the possibility of such damages. This limitation shall not apply to the provision of liquidated damages in Section 7 above. The provisions of this Section shall survive the termination or cancellation of this Agreement.

### **Privileged License Provision**

Group acknowledges that Resort and its affiliates are businesses that are subject to and exist because of privileged licenses issued by governmental authorities. If requested to do so by Resort, Group shall obtain any license, qualification, clearance or the like which shall be requested or required of Group by any regulatory authority having jurisdiction over any parent, subsidiary or affiliate of Resort. If Group fails to satisfy such requirements or if Resort or any parent, subsidiary or other affiliate of Resort is directed to cease business with Group by any such authority, or if Resort shall in good faith determine, in Resort's sole and exclusive judgment, that Group or any of its officers, directors, employees, agents, designees or representatives (a) is or might be engaged in, or about to be engaged in, any activity or activities, or (b)



was in or is involved in any relationship which could or does jeopardize Resort's business or such licenses, or those of its parent, subsidiaries or affiliates, or if any such license is threatened to be, or is, denied, curtailed, suspended or revoked, then Resort shall have the right under this Section to immediately terminate this Agreement by written notice to Group without any further liability to Group. In addition, Group and Resort each hereby acknowledges that it is illegal for a denied license applicant or a revoked licensee (pursuant to the laws, rules and regulations of the Massachusetts and other gaming authorities), or a business organization under the control of a denied license applicant or a revoked licensee, to enter into, or attempt to enter into, a contract with the other party without the prior approval of the appropriate gaming authorities. Group and Resort each hereby affirms, represents and warrants to the other party that it is not a denied license applicant, a revoked licensee or a business organization under the control of a denied license applicant or a revoked licensee, and Group and Resort each hereby agrees that this Agreement is subject to immediate termination by the other party (without any liability to either party) if it should become a denied license applicant, a revoked licensee or a business organization under the control of a denied license applicant or a revoked licensee.

#### **Notice**

Any written notice required hereunder shall be deemed duly served if addressed to the applicable party at the address set forth on the cover page of this Agreement, and (i) deposited with the United States Postal Service as certified mail, return receipt requested, with proper postage prepaid, or (ii) deposited with FedEx or other reliable overnight courier for expedited delivery. Either party may change the address to which the notices may be sent by delivering a copy thereof to the other party in the manner aforesaid. If service shall be made by certified mail, such service shall be deemed completed as of the third day following the mailing of such notice in the manner aforesaid. If service shall be made by overnight courier, such service shall be deemed completed as of the next business day following the deposit with the overnight courier.

#### **Severability**

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

#### **Entire Agreement**

This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, whether oral, written, electronic or otherwise, among the parties with respect to the subject matter hereof and thereof. This Agreement may not be amended except in a writing signed by the parties hereto.

#### **Acceptance**

The individuals whose signatures appear below represent and warrant that they have authority to enter into this Agreement on behalf of **Comfort International M.I.C.E. Service Co., LTD** and hereby agree to the terms set forth in this Agreement, as well as in the attached Exhibits.

By the Resort's receipt of this Agreement (without changes) signed by the Group on or before October 08, 2019, the Group has agreed to the terms set forth herein. This Agreement will be considered binding on the parties upon the Resort's counter-signature. Group acknowledges and agrees Resort shall receive the required deposit on or before October 08, 2019. Failure of Group to pay the required deposit on or before October 08, 2019 shall be deemed a substantial and material breach of this Agreement and Resort shall have the right (in its sole discretion), without prejudice to any other rights and remedies, to immediately terminate this Agreement and cancel the Event, and Group shall be liable to Resort for liquidated damages

as set forth herein. A facsimile copy of this document will be acceptable and have the same force and effect as the original. The Resort reserves the right to release the proposed space for resale or re-negotiation, if this Agreement is not received by the Resort by the due date set forth above. Notwithstanding the foregoing, should another organization request the dates and be in a position to confirm immediately, the Group will be notified in writing and given three (3) business days to sign and return this Agreement (without changes) to the Resort.

Wynn MA, LLC  
Co., LTD

Name: AnnMarie Griffiths

Title: National Sales Manager

Signature:

\_\_\_\_\_

Date: \_\_\_\_\_

Comfort International M.I.C.E. Service

Name: Ms. Daisy Cao

Title:

Signature:

\_\_\_\_\_ *Daisy Cao*

Date: \_\_\_\_\_



**Exhibit 2**  
**Encore Boston Harbor Invoice for Deposit**  
**Payment Schedule and Information**

October 8, 2019

Ms. Daisy Cao  
Comfort International M.I.C.E. Service Co., LTD  
Room 1510, Ruichen International Center #13 Nongzhanguan South Road  
Chaoyang District, Beijing

RE: Deposit Due for Comfort International M.I.C.E. service Co LTD - 11/08/19 - 11/12/19  
Group ID: 2ALD1119

Dear Ms. Cao,

Please allow this letter to serve as an invoice for the initial group deposit that is currently due from Comfort International M.I.C.E. Service Co., LTD in the amount of 10% of total estimated Master Account charges as agreed upon in the Convention Sales Agreement between Wynn MA, LLC and Comfort International M.I.C.E. Service Co., LTD.

**INVOICE**

100% OF ESTIMATED MASTER ACCOUNT CHARGES

\$17,703.33

PAYMENT DUE DATE

With receipt of contract

PLEASE MAKE CHECK PAYABLE TO **WYNN MA, LLC**, INDICATE THE GROUP NAME, THE FOLLOWING GROUP ID: **2ALD1119**, AND REFER TO THE MAILING ADDRESSES BELOW:

For 1<sup>st</sup> Class Mail, US post Office:

**Wynn MA LLC**  
**P.O. Box 412394**  
**Boston, MA 02241-2394**

For Overnight Mail – UPS or FedEx:

**Bank of America Lockbox Services**  
**Wynn MA LLC 412394**  
**MA5-527-02-07**  
**2 Morrissey Boulevard**  
**Dorchester, MA 02125**

**PAYMENT BY WIRE TRANSFER**

**Encore Boston Harbor**

Bank Name:

Bank of America  
300 S. 4<sup>th</sup> Street  
Las Vegas, NV 89101  
Wynn MA, LLC  
Ms. Daisy Cao  
501014703795  
122400724  
BOFA US 3N

For Benefit of:

Concentration Acct#:

ABS # For ACH Transactions:

S.W.I.F.T.

Encore Boston Harbor looks forward to hosting your guests during their stay in Boston over the dates of November 8-12, 2019.

Thank you very much, Ms. Cao, and please feel free to contact me at (857) 770-4212 with any questions.

Sincerely,



AnnMarie Griffiths  
National Sales Manager