

TOPEKA DEVELOPMENT CORPORATION
BOARD OF DIRECTORS
MEETING AGENDA
June 9, 2026 – 5:15 p.m. to 6:00 p.m.
City Council Chambers
214 SE 8th St., 2nd Floor, Topeka, Kansas, 66603

Board of Directors:

Spencer L. Duncan, President	Michelle Hoferer, Vice President
Karen A. Hiller, Secretary	Michelle Bradberry, Treasurer
Christina Valdivia-Alcala, Director	Sylvia E. Ortiz, Director
David Banks, Director	Brett D. Kell, Director
Marcus D.L. Miller, Director	Murray McGee, Director

Addressing the Board of Directors: Public comment for the meeting will be available In-person or via Zoom. Individuals must contact the City Clerk's Office at 785-368-3940 or via email at cclerk@topeka.org by no later than 4:00 p.m. on the meeting date after which the City Clerk's Office will provide Zoom link information and protocols prior to the meeting.

View the meeting online at: <https://www.topeka.org/communications/live-stream/> or at <https://www.facebook.com/cityoftopeka/>. If you do not have access to a viewing option, please contact the City Clerk at 785-368-3940 or email cclerk@topeka.org to make arrangements for an in-person location.

Written public comment may also be considered to the extent it is personally submitted at the meeting or to the City Clerk's Office located at 215 SE 7th Street, Room 166, Topeka, Kansas, 66603 or via email at cclerk@topeka.org on or before the meeting date.

If you need any accommodations for the meeting, please contact the City ADA Coordinator at 785-368-4470. Kansas Relay Service at 800-766-3777. Please provide a 48 Hour Notice if possible.

Agendas are available in the City Clerk's Office, 215 SE 7th Street, Room 166, Topeka, Kansas, 66603 or on the City's website at <https://topekadevelopmentcorporation.com/>.

1. **CALL TO ORDER:**
2. **PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **APPROVAL of May 19, 2026, meeting minutes.**
5. **EXECUTIVE SESSION:**

(The Board will recess into Executive Session for a time not to exceed 15 minutes to discuss financial affairs or trade secrets of a corporation pursuant to K.S.A. 75-4319(b)(4).)

6. **UPDATE on the sale of Hotel Topeka to the Endeavor Hotel Group, LLC.**
7. **AMENDMENT No. 3 to Contract No. 2025-01 the Purchase and Sale Agreement for Hotel Topeka to allow for the assignment of the Purchase and Sale Agreement from Endeavor Hotel Group, LLC (Endeavor) to YBR Properties WG Topeka, LLC (YBR).** *(Endeavor will retain a 90% ownership stake in YBR.)*

(Approval of amendment would assign and transfer the Hotel Topeka Purchase and Sale Agreement from Endeavor to YBR.)

8. **APPROVAL of \$16,289.25 from Hotel Non-Departmental Expense General Funds for the replacement of the oil filter on the York Chiller at Hotel Topeka contingent upon Governing Body approval of the transfer of the funds to the Topeka Development Corporation.**

(Approval would authorize the use of \$16,289.25 for the replacement of the oil filter on the York Chiller. The filter is obsolete and no longer available. The proposal includes supplying and installing a retrofit kit for a new style oil filter. Cost also includes recovering refrigerant from the chiller, draining the existing oil, and removing the current filter assembly.)

9. **PUBLIC COMMENT:**

Public comment for the meeting will be available In-person or via Zoom. Individuals must contact the City Clerk's Office at 785-368-3940 or via email at cclerk@topeka.org by no later than 4:00 p.m. on the date of the meeting, after which the City Clerk's Office will provide Zoom link information and protocols prior to the meeting. Written public comment may also be considered to the extent it is submitted at the meeting or personally to the City Clerk's Office located at 215 SE 7th Street, Room 166, Topeka, Kansas, 66603 or via email at cclerk@topeka.org on or before the date. View the meeting online at <https://www.topeka.gov/communications/live-stream/> or at <https://www.facebook.com/cityoftopeka/>.

10. **OTHER BUSINESS:**

11. **ADJOURNMENT:**

Topeka Development Corporation (TDC)
June 9, 2026, Meeting

Item No. 4:

- **May 19, 2026, Meeting Minutes**

**Topeka Development Corporation Board of Directors Meeting Minutes
May 19, 2026.**

The Topeka Development Corporation (TDC) Board of Directors met at 5:15 p.m. with the following Board of Directors present: Karen Hiller, Christina Valdiva-Alcala, Sylvia Ortiz, David Banks, Brett Kell, Marcus D.L. Miller, Michelle Bradberry, Murray McGee and Michelle Hoferer - 9. Board President Spencer Duncan presided -1.

Public comment for the meeting was available via Zoom or in-person. Individuals were required to contact the City Clerk's Office at 785-368-3940 or via email at cclerk@topeka.org by no later than 4:00 p.m. on May 19, 2026, after which the City Clerk's Office provided the Zoom link information and protocols prior to the meeting start time. Written public comment was also considered to the extent it was personally submitted at the meeting or to the City Clerk's Office located at 215 SE 7th Street, Room 166, Topeka, Kansas, 66603 or via email at cclerk@topeka.org on or before May 19, 2026.

APPROVAL of April 14, 2026, Minutes.

Director Banks moved to approve the minutes. The motion seconded by President Duncan carried unanimously. (10-0-0)

UPDATE on the status of the sale of Hotel Topeka to the Endeavor Hotel Group, LLC.

Braxton Copley, Deputy City Manager and Hotel Topeka Project Manager, stated Roy Arnold, Endeavor Hotel Group, LLC, President, would provide an update to the Board regarding the request of a second amendment to the Purchase & Sale Agreement (Contract No. 2025-01) of Hotel Topeka. The amendment would extend the inspection period until June 14, 2026, and extend the closing date until July 14, 2026. The request is due to the need for additional time to reach an agreement with Shawnee County concerning the Maner Conference Center and issuance of Industrial Revenue Bonds (IRBs). He reported if the amendment is not approved the Purchase & Sale Agreement for the hotel will be null and void. Staff recommends the TDC Board approve the amendment as presented.

Roy Arnold, Endeavor Hotel Group, LLC, President, reported there have been no real obstacles related to the Purchase & Sale Agreement with the City of Topeka. He spoke about the importance of having financing in place as it relates to the improvements and reported the administrative process for the issuance of IRBs and the sales tax exemption is moving forward. He stated the sales tax exemption was crucial to the cost of improvements saving approximately \$750,000. He distributed a rendering of the proposed Wyndham Grand improvements from the east and south elevations of the hotel, the hotel lounge area as well as the digital sign display. He noted reaching an agreement with Shawnee County concerning the Maner Conference Center was not time critical and would not have an impact on the closing of the hotel. He reiterated their intent to hit the ground running upon closing on the property in July 2026. He provided an update on their pledge and plans to cohesively rebrand the entire Stormont Vail Event center campus in collaboration with Shawnee County. He asked the TDC Board to support the proposed amendment.

Board President Duncan reported that Shawnee County has assured him they are committed to moving the proposal forward and will continue to take the necessary steps to successfully secure the final stages of financing for the project.

Councilmember Hiller thanked Roy Arnold for the encouraging report. She spoke in support of Endeavor's plans to hold stakeholder meetings to gather input from past and present hotel customers.

AMENDMENT No. 2 to the Purchase and Sale Agreement to extend the inspection period by 30 days to June 14, 2026, and the Closing period by 30 days to July 14, 2026.

Braxton Copley, Deputy City Manager and Hotel Topeka Project Manager, requested approval of the second amendment to extend the inspection period until June 14, 2026, and the closing date until July 14, 2026.

Board President Duncan moved to approve Amendment No. 2 (Contract No. 2026-02) to the Purchase and Sale Agreement (Contract No. 2025-01). The motion seconded by Director Banks carried unanimously. (10-0-0)

NO FURTHER BUSINESS appearing the meeting adjourned at 5:23 p.m.

Topeka Development Corporation (TDC)
June 9, 2026, Meeting

Item No. 5:

EXECUTIVE SESSION: (The Board will recess into Executive Session for a time not to exceed 15 minutes to discuss financial affairs or trade secrets of a corporation pursuant to K.S.A. 75-4319(b)(4).) **There are no attachments.**

Topeka Development Corporation (TDC)
June 9, 2026, Meeting

Item No. 6:

UPDATE on the sale of Hotel Topeka to the Endeavor Hotel Group, LLC.

There are no attachments

Topeka Development Corporation (TDC)
June 9, 2026, Meeting

Item No. 7

AMENDMENT No. 3 to Contract No. 2025-01 the Purchase and Sale Agreement for Hotel Topeka to allow for the assignment of the Purchase and Sale Agreement from Endeavor Hotel Group, LLC (Endeavor) to YBR Properties WG Topeka, LLC (YBR). (*Endeavor will retain a 90% ownership stake in YBR.*)

Supplemental Documents included:

- Kansas Secretary of State Documentation
- Contract No. 2026-02: Amendment No. 2 to PSA
- Contract No. 2026-01: Amendment No. 1 to PSA
- Contract No. 2025-01: Purchase and Sale Agreement (PSA)

**THIRD AMENDMENT TO CONTRACT NO. 2025-01 PURCHASE AND SALE AGREEMENT
FOR HOTEL TOPEKA**

THIS **THIRD AMENDMENT TO Contract No. 2025-01 PURCHASE AND SALE AGREEMENT** ("Third Amendment") is effective as of June 1, 2026 and amends that certain Contract No. 2025-01 Purchase and Sale Agreement dated December 16, 2025, as amended (collectively, the "Agreement"), by and between **ENDEAVOR HOTEL GROUP LLC**, a Delaware limited liability company ("Purchaser"), **TOPEKA DEVELOPMENT CORPORATION**, a Kansas not-for-profit corporation and an instrumentality of the City of Topeka, Kansas duly constituted under Kansas law ("Seller"), and **YBR PROPERTIES WG TOPEKA, LLC**, a Delaware limited liability company ("Assignee").

WHEREAS, Purchaser is under contract to purchase from Seller that certain real property commonly known as Hotel Topeka at City Center located at 1717 Southwest Topeka Boulevard, Topeka, Kansas; and

WHEREAS, Purchaser desires to assign all of its right, title, and interest in and to the Agreement to Assignee, in which Purchaser will have a controlling interest.

NOW, THEREFORE, in consideration of the terms hereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Assignment.** Purchaser hereby assigns all of its right, title, and interest in and to the Agreement to Assignee, and Assignee hereby assumes all of Purchaser's obligations under the Agreement. Seller hereby consents to such assignment and assumption and releases Purchaser from any and all obligations and liabilities arising under the Agreement from and after the effective date of this Third Amendment.

2. **Ratification of Contract.** The Parties hereby confirm and ratify all other provisions contained in the Agreement, which provisions shall remain in effect as initially drafted except as expressly amended hereby.

3. **Descriptive Headings, etc.** The descriptive headings of the several sections of this Third Amendment are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

4. **Defined Terms.** Unless expressly defined herein, defined terms utilized in this Third Amendment shall be deemed to have the same meaning as set forth in the Agreement.

5. **Counterparts.** This Third Amendment may be executed in any number of counterparts and by different Parties on separate counterparts and all of such counterparts shall together constitute the same agreement.

6. **Modification.** No additions, modifications or amendments may be made hereto, except if stated in writing and signed by all Parties.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to be executed, by their respective duly authorized officers, effective on the date and year first above written.

PURCHASER:

ENDEAVOR HOTEL GROUP, LLC

By: _____
Roy Arnold, President

SELLER:

TOPEKA DEVELOPMENT CORPORATION

Approved By:

Approved By:

Dr. Robert M. Perez,
TDC Executive Director

Spencer L. Duncan
TDC President

ASSIGNEE:

YBR PROPERTIES WG TOPEKA, LLC

By: _____
Roy Arnold, President

Registered Office

Address

8415 E 21st St N Ste 140

City, State Zip

WICHITA, KS 67206

Last Reporting Year

Next Report Due Date

04/15/2028

Forfeiture Date

07/15/2028

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Topeka Development Corporation Contract No. 2026-02

SECOND AMENDMENT TO CONTRACT NO. 2025-01 PURCHASE AND SALE AGREEMENT FOR HOTEL TOPEKA

THIS **SECOND AMENDMENT TO Contract No. 2025-01 PURCHASE AND SALE AGREEMENT** ("Second Amendment") is effective as of May 15, 2026, and amends that certain Contract No. 2025-01 Purchase and Sale Agreement dated December 16, 2025, as amended (collectively, the "Agreement"), by and between **ENDEAVOR HOTEL GROUP LLC**, a Delaware limited liability company ("Purchaser"), and **TOPEKA DEVELOPMENT CORPORATION**, a Kansas not-for-profit corporation and an instrumentality of the City of Topeka, Kansas duly constituted under Kansas law ("Seller").

WHEREAS, Purchaser is under contract to purchase from Seller that certain real property commonly known as Hotel Topeka at City Center located at 1717 Southwest Topeka Boulevard, Topeka, Kansas; and

WHEREAS, the parties desire to amend the Agreement for purposes of extending the inspection period until June 14, 2026, and thus extending the closing date to July 14, 2026.

NOW, THEREFORE, in consideration of the terms hereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Amendment to Section 3.2 "Inspection Period". Section 3.2 of the Agreement is hereby amended and replaced in its entirety to read as follows:

3.2 Inspection Period. Purchaser shall have until June 14, 2026 ("Inspection Period") to conduct due diligence on the Hotel as it deems appropriate. The Purchaser shall have the right, in its sole and absolute discretion, upon written notice, to terminate this Agreement for any reason, or no reason, at any time prior to the end of the Inspection Period, and in the event of such termination, Purchaser shall be entitled to the return of the Earnest Money Deposit.

2. Amendment to Section 5.1 "Closing; Closing Date". Section 5.1 of the Agreement is hereby amended and replaced in its entirety to read as follows:

5.1 Closing; Closing Date. The closing of the transaction contemplated by this Agreement (the "**Closing**") shall occur on or before July 14, 2026, following the satisfaction of all other conditions to Closing as may be detailed in this Agreement. The Closing shall be held at the office of the Escrow Agent (or at Purchaser's request, with notice to Seller's attorney at least seven days (7) Business Days prior to the Closing Date, at the offices of Purchaser's lender or Purchaser's lender's attorneys, provided such offices are located in Topeka, Kansas. Should all other conditions be satisfied earlier than July 14, 2026, the Parties shall work diligently to ensure a Closing Date as soon as possible. Seller shall be entitled to adjourn the Closing Date one time upon at least one (1) Business Day prior notice to Purchaser to: (a) remedy or clear any Title Objections; or (b) satisfy any other conditions to Purchaser's obligation to consummate the Closing under this Agreement. Purchaser acknowledges and agrees that **TIME SHALL BE OF THE ESSENCE** with respect to the performance by Purchaser of its obligations to purchase the Property, pay the Purchase Price and otherwise consummate the transactions contemplated in this

Agreement on the Closing Date. For the purposes of this Agreement, the actual Closing Date, as may adjust in the event Seller elects to adjourn the Closing pursuant to the terms of this Agreement, shall be deemed the "Closing Date" under the Agreement.

3. Ratification of Contract. The Parties hereby confirm and ratify all other provisions contained in the Agreement, which provisions shall remain in effect as initially drafted except as expressly amended hereby.

4. Descriptive Headings, etc. The descriptive headings of the several sections of this Amendment are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

5. Defined Terms. Unless expressly defined herein, defined terms utilized in this Amendment shall be deemed to have the same meaning as set forth in the Agreement.

6. Counterparts. This Amendment may be executed in any number of counterparts and by different Parties on separate counterparts and all of such counterparts shall together constitute the same agreement.

7. Modification. No additions, modifications or amendments may be made hereto, except if stated in writing and signed by all Parties.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed, by their respective duly authorized officers, effective on the date and year first above written.

PURCHASER:

ENDEAVOR HOTEL GROUP, LLC

By: Roy Arnold
Roy Arnold, President

SELLER:

TOPEKA DEVELOPMENT CORPORATION

Approved By:

Robert M. Perez
Dr. Robert M. Perez,
TDC Executive Director

Approved By:

Spencer L. Duncan
Spencer L. Duncan
TDC President

Topeka Development Corporation Contract No. 2026-01

FIRST AMENDMENT TO CONTRACT NO. 2025-01 PURCHASE AND SALE AGREEMENT FOR HOTEL TOPEKA

THIS FIRST AMENDMENT TO Contract No. 2025-01 PURCHASE AND SALE AGREEMENT ("First Amendment") is effective as of April 14, 2026, and amends that certain Contract No. 2025-01 Purchase and Sale Agreement dated December 16, 2025 ("Agreement"), by and between ENDEAVOR HOTEL GROUP LLC, a Delaware limited liability company ("Purchaser"), and TOPEKA DEVELOPMENT CORPORATION, a Kansas not-for-profit corporation and an instrumentality of the City of Topeka, Kansas duly constituted under Kansas law ("Seller").

WHEREAS, Purchaser is under contract to purchase from Seller that certain real property commonly known as Hotel Topeka at City Center located at 1717 Southwest Topeka Boulevard, Topeka, Kansas; and

WHEREAS, the parties desire to amend the Agreement for purposes of extending the inspection period until May 15, 2026, without extending the original closing date of June 14, 2026.

NOW, THEREFORE, in consideration of the terms hereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Amendment to Section 3.2 "Inspection Period". Section 3.2 of the Agreement is hereby amended and replaced in its entirety to read as follows:

3.2 **Inspection Period.** Purchaser shall have until May 15, 2026 ("Inspection Period") to conduct due diligence on the Hotel as it deems appropriate. The Purchaser shall have the right, in its sole and absolute discretion, upon written notice, to terminate this Agreement for any reason, or no reason, at any time prior to the end of the Inspection Period, and in the event of such termination, Purchaser shall be entitled to the return of the Earnest Money Deposit.

2. Amendment to Section 5.1 "Closing; Closing Date". Section 5.1 of the Agreement is hereby amended and replaced in its entirety to read as follows:

5.1 **Closing; Closing Date.** The closing of the transaction contemplated by this Agreement (the "Closing") shall occur on or before June 14, 2026, following the satisfaction of all other conditions to Closing as may be detailed in this Agreement. The Closing shall be held at the office of the Escrow Agent (or at Purchaser's request, with notice to Seller's attorney at least seven days (7) Business Days prior to the Closing Date, at the offices of Purchaser's lender or Purchaser's lender's attorneys, provided such offices are located in Topeka, Kansas. Should all other conditions be satisfied earlier than June 14, 2026, the Parties shall work diligently to ensure a Closing Date as soon as possible. Seller shall be entitled to adjourn the Closing Date one time upon at least one (1) Business Day prior notice to Purchaser to: (a) remedy or clear any Title Objections; or (b) satisfy any other conditions to Purchaser's obligation to consummate the Closing under this Agreement. Purchaser acknowledges and agrees that TIME SHALL BE OF THE ESSENCE with respect to the performance by Purchaser of its obligations to purchase the Property, pay the Purchase Price and otherwise consummate the transactions contemplated in this

Agreement on the Closing Date. For the purposes of this Agreement, the actual Closing Date, as may adjust in the event Seller elects to adjourn the Closing pursuant to the terms of this Agreement, shall be deemed the "Closing Date" under the Agreement.

3. **Ratification of Contract.** The Parties hereby confirm and ratify all other provisions contained in the Agreement, which provisions shall remain in effect as initially drafted except as expressly amended hereby.

4. **Descriptive Headings, etc.** The descriptive headings of the several sections of this Amendment are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

5. **Defined Terms.** Unless expressly defined herein, defined terms utilized in this Amendment shall be deemed to have the same meaning as set forth in the Agreement.

6. **Counterparts.** This Amendment may be executed in any number of counterparts and by different Parties on separate counterparts and all of such counterparts shall together constitute the same agreement.

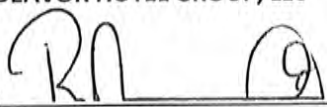
7. **Modification.** No additions, modifications or amendments may be made hereto, except if stated in writing and signed by all Parties.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed, by their respective duly authorized officers, effective on the date and year first above written.

PURCHASER:

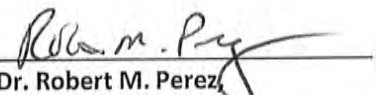
ENDEAVOR HOTEL GROUP, LLC

By: 
Roy Arnold, President

SELLER:

TOPEKA DEVELOPMENT CORPORATION

Approved By:


Dr. Robert M. Perez
TDC Executive Director

Approved By:


Spencer L. Duncan
TDC President

TOPEKA DEVELOPMENT CORPORATION

CONTRACT NO. 2025-01

Purchase and Sale Agreement for Hotel Topeka

This Purchase and Sale Agreement (“Agreement”) is entered into as of December 16, 2025 (the “Effective Date”), between the Topeka Development Corporation, a not-for-profit corporation and an instrumentality of the City of Topeka, Kansas duly constituted under Kansas law (the “Seller”), and Endeavor Hotel Group, LLC, duly constituted under Delaware law, (the “Purchaser”), Seller and Purchaser collectively referred to as the “Parties.”

Background

WHEREAS, the City of Topeka (the “City”) previously entered into that certain Agreement for Sale and Purchase for the purchase of real property commonly known as Hotel Topeka at City Center located at 1717 Southwest Topeka Boulevard, Topeka, Kansas (the “Hotel”); and

WHEREAS, the Topeka Development Corporation (the “TDC”) has been organized and operated exclusively for the benefit of the City, and in particular to aid, assist and foster the planning, designing, development, supervision, acquisition, construction, furnishing, equipping, management, operation and improvement of the Hotel; and

WHEREAS, the TDC took title to the Hotel on behalf of the City upon the City’s payment of the purchase price for the acquisition of the Hotel on October 31, 2023 and

WHEREAS, the City and the TDC desire to promote economic development and enhance tourism through the renovation and operation of the Hotel; and

WHEREAS, the City, through the TDC has expended significant resources on the Hotel in order to preserve the economic value of the connecting Stormont Vail Event Center and Maner Conference Center (“**Maner**”); and

WHEREAS, to recoup its acquisition and investment costs which include the purchase price, capital expenses, and operating losses incurred by the City from the date of acquisition through the date of sale, the City has established or intends to establish a Community Improvement District (“CID”) on the Real Property and the Maner building (excluding any parking and other property associated with Maner) that will levy a 2% sales tax captured and retained by the City; and

WHEREAS, additionally the City also intends to capture the incremental growth from its existing levy of Transient Guest Tax (“TGT”) from the Hotel following its sale to Purchaser to recoup investment costs; and

WHEREAS, the Purchaser intends to acquire, renovate, and operate the Hotel as a full-service hotel by Wyndham Hotels and Resorts or comparable flag in the “Upper Upscale” classification by STR as determined by Purchaser subject to approval by the City in its sole discretion, thereby contributing to the economic growth of the City;

Accordingly, the parties agree as follows:

Article I
Definitions

- 1.1 **“Abatement Statute”** means K.S.A. 79-201a, as amended.
- 1.2 **“Ad valorem taxes”** or **“ad valorem taxation”** means all property taxes imposed on real or personal property (including fixtures) and eligible for exemption pursuant to the Abatement Statute.
- 1.3 **“Capital Needs Assessment”** means the “Property Condition Assessment Hotel Topeka at City Center,” dated December 20, 2023, and prepared by Schwert Design Group, Inc.
- 1.4 **“City”** is defined in the Background.
- 1.5 **“City Clerk”** means the duly appointed City Clerk of the City of Topeka, Kansas.
- 1.6 **“County”** means Shawnee County, Kansas
- 1.7 **“Governing Body”** means the governing body of the City.
- 1.8 **“Hotel”** is defined in the Background.
- 1.9 **“Hotel Flag Standard”** means Wyndham by Wyndham Hotels and Resorts or other “upper upscale” branded hotel (according to the STR) as determined by Purchaser subject to approval by the City’s Governing Body in its sole discretion.
- 1.10 [INTENTIONALLY DELETED]
- 1.11 **“Maintenance Standards”** means the Hotel is maintained in such condition that it will permit the Hotel to meet the Hotel Flag Standard, and no City Code violations are uncorrected for more than 30 days.
- 1.12 **“Parties”** means, collectively, the Seller and the Purchaser.
- 1.13 **“PIP”** means Product Improvement Plan as delineated in the Franchise Agreement of Purchaser with Wyndham Hotels (or other such brand as approved by the City’s Governing Body as provided in this Agreement).
- 1.14 **“Purchaser”** is defined in the Background.

- 1.15 “Renovation Standards”** means renovations of the Hotel sufficient to Restore all issues on the Capital Needs Assessment and implement the PIP as defined and outlined in the Franchise Agreement.
- 1.16 “State”** means the State of Kansas.
- 1.17 “Service Contracts”** means any and all service, maintenance, supply, operating, vendor, employment, travel, cable service, collective bargaining, yellow pages, barter, voucher, parking, advertising, offsite rental or equipment contracts, leases or other agreements, and any other similar agreement, however termed, written or oral, affecting the use, ownership, maintenance, or operation of all or any part of the Property.
- 1.18 “Seller”** is defined in the Background.
- 1.19 “Tenants”** means any tenant or lessee occupying any portion of the Real Property under the Leases.
- 1.20 “Topeka Development Corporation (TDC)”** as defined in the Background.

Article II

Purchase and Sale

- 2.1 The Property.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller in accordance with the terms and conditions of this Agreement, all the following, regardless of whether owned by Seller, the City, or any management company acting on behalf of Seller (collectively referred to as the "**Property**"):
- a.** The real property and improvements, including all right, title, and interest therein, located at 1717 Southwest Topeka Boulevard, Topeka, Kansas, and legally described as Lot 3, Block A, Kansas Expocentre Subdivision No. 4 to the City of Topeka, Shawnee County, Kansas(Assessor's Parcel/Tax Parcel ID number 133-06-0-30-04-001-020), improved with the building commonly known as Hotel Topeka (the "**Real Property**").
 - b.** All rights, privileges, easements, and rights of way appurtenant to said Real Property, including any prior owner, including without limitation, including the easements on adjacent County property for pedestrian sidewalks to provide an ADA accessible route to the Real Property from Topeka Blvd (collectively, the "**Appurtenances**")
 - c.** All improvements and fixtures located on the Real Property, including, without limitation:
 - i.** all structures affixed to the Real Property;

- ii. all apparatus, equipment, and appliances used in connection with the operation or occupancy of the Real Property; and
 - iii. all facilities used to provide any services to the Real Property and/or the structures affixed thereto (collectively, the "Improvements"), but excluding those fixtures owned by Tenants or other occupants of the Property or vendors of the Improvements, if any (collectively, the "**Excluded Fixtures**"). Any Excluded Fixtures will be disclosed in writing at least thirty (30) days prior to the expiration of the Inspection Period.
- d. All tangible personal property located on and used in connection with the Real Property or the Improvements (collectively, the "**Personal Property**"), excluding only the personal property of Tenants or other transient occupants of the Property (collectively, the "Excluded Personal Property")
- e. All rights, title, and interest of Seller in and to any and all written agreements including, without limitation, Service Contracts, personal property leases and contracts (other than the Leases) to which Seller is a party and which affect the Property, but only to the extent Purchaser elects to assume same as determined in Purchaser's sole discretion (collectively, the "**Assumed Contracts**"). Seller shall disclose in writing all Service Contracts no later than thirty (30) days prior to expiration of the Inspection Period, and Purchaser will identify in writing the Assumed Contracts no later than the expiration of the Inspection Period.
- f. All rights, warranties, guarantees, utility contracts, approvals (governmental or otherwise), permits, certificates of occupancy, surveys, plans and specifications, trademarks or tradenames, copyrights, and any agreements, covenants, or indemnifications that Seller received from a third party, including any prior owner, and relating to the Property (collectively, the "**Intangible Property**")
- g. All rights, title, and interest of Seller in and to all Tenant leases, lease amendments, guarantees, exhibits, addenda, and riders thereto and any other documents creating a possessory interest in the Real Property or Improvements with any persons leasing, using, or occupying the Real Property or Improvements or any part of either (collectively, the "**Leases**"), but only to the extent Purchaser elects to assume same as determined in Purchaser's sole discretion. Seller shall disclose in writing all Leases no later than thirty (30) days prior to expiration of the Inspection Period, and Purchaser will identify in writing the Leases no later than the expiration of the Inspection Period
- h. Prorations as provided in Art. VIII

Notwithstanding anything in this Agreement to the contrary, "Property" does not include the Excluded Fixtures or the Excluded Personal Property.

2.2 Purchase Price. The Purchaser shall pay the Seller the sum of One Million Dollars (\$1,000,000) ("**Purchase Price**"), subject to such apportionments, adjustments, and credits as provided in Article VIII.

2.3 Payment of Purchase Price. The Purchaser shall pay the Purchase Price as follows:

- a. Within three (3) Business Days following the execution of this Agreement, the **Earnest Money Deposit** equal to the sum of one hundred thousand and 00/100 Dollars (\$100,000) shall be deposited with Lawyers Title, Topeka KS (the "**Escrow Agent**").
- b. The balance of the Purchase Price shall be paid to Seller on the Closing Date, simultaneously with the delivery of the Deed, by wire transfer of immediately available funds to an account at such bank or banks as shall be designated by Seller by notice to Purchaser at least five (5) Business Days prior to the Closing Date.

2.4 Earnest Money Deposit

- a. The Earnest Money Deposit shall be held by Escrow Agent and disbursed in accordance with the terms and conditions of this Agreement. Any interest earned on the principal portion of the Earnest Money Deposit shall be deemed to be part of the Earnest Money Deposit and shall be paid together with the principal portion of the Earnest Money Deposit.
- b. In the event Purchaser fails to deposit the Earnest Money Deposit with Escrow Agent in accordance with this Agreement, this Agreement shall automatically terminate, without the need for further notice or instruction.

2.5 Sufficiency of Funds. The Purchaser specifically agrees, and affirmatively asserts, that the funds provided by this Agreement, together with other funds available to it, will allow the Purchaser to renovate the Hotel as described in this Agreement subject to the Renovation Standards and provide the minimum operating capital as provided herein.

2.6 No Assumption of Liabilities. Notwithstanding anything to the contrary herein, all liabilities of Seller (other than those liabilities that are expressly required to be assumed by Purchaser pursuant to the terms of this Agreement) shall remain the sole liability of, and shall be retained, paid, performed and discharged by, Seller, including without limitation (i) any liability relating to the Property or the operation of the Property prior to Closing; (ii) any liability under any contract relating to a period prior to Closing; (iii) other than taxes which are prorated in the Closing Settlement Statements at Closing and assumed by Purchaser, any liability for taxes; (iv) any liability for any indebtedness on

the Property or the Personal Property other than as expressly contemplated herein; (v) all liabilities relating to any employees at the Property (whether employed by Seller or its manager or pursuant to a franchise or management agreement) accruing through the Closing Date and calculated as if all such employees will be terminated, including, without limitation, liability for payment of all such employees' wages, bonuses, commissions, vacation pay, paid time-off, sick time and other forms of compensation or benefits which such employees are entitled to receive and have otherwise accrued as of the Closing Date, together with F.I.C.A., unemployment and other taxes and benefits due from any employer of such employees; and (vi) any liability arising out of any legal proceeding or claim arising out of or relating to any period prior to the Closing.

Article III

Access; Seller's Representations and Warranties

- 3.1 Purchaser's Access.** Subject to the provisions of Section 3.3, Purchaser and its agents, employees, consultants, inspectors, appraisers, engineers, and contractors (collectively "**Purchaser's Representatives**") shall have the right, through the Closing Date, from time to time, upon the advance notice required pursuant to Section 3.3(b), to enter upon and pass through the Property during normal business hours to examine and visually inspect the same pursuant to Section 3.3. Notwithstanding any such inspection, or anything to the contrary in this Agreement, Purchaser's obligations under this Agreement shall not be limited or otherwise affected as a result of any fact, circumstance, or other matter of any kind discovered following the Closing Date in connection with any such inspection, access, or otherwise; it being agreed that the Seller is permitting Purchaser such right of inspection and access as a courtesy to Purchaser in its preparation for taking title to the Property.
- 3.2 Inspection Period.** Purchaser shall have a period of one hundred twenty (120) days following the execution of this Agreement ("**Inspection Period**") to conduct due diligence on the Hotel as it deems appropriate. The Purchaser shall have the right, in its sole and absolute discretion, upon written notice, to terminate this Agreement for any reason, or no reason, at any time prior to the end of the Inspection Period, and in the event of such termination, Purchaser shall be entitled to the return of the Earnest Money Deposit.
- 3.3 Purchaser's Right to Inspect.**
- a. In conducting any inspection of the Property or otherwise accessing the Property, Purchaser and Purchaser's Representatives shall at all times:

- i. comply with all laws and regulations of all applicable governmental authorities; and
- ii. maintain insurance in the amounts and of the types as mutually agreed upon by the parties, and provide evidence of same to Seller, within ten (10) days prior to Purchaser's or Purchaser's Representatives' first entry onto the Property to conduct any inspection.

In addition, while conducting any inspection of the Property or otherwise accessing the Property, neither Purchaser nor any of Purchaser's Representatives shall: (A) contact or have any discussions with any of Seller's or Seller's affiliates', employees, agents, or representatives (other than Seller's Project Manager and Seller's attorneys), or with any guests at, or contractors providing services to, the Property, unless, in each case, Purchaser obtains the prior written consent of Seller, which consent may not be unreasonably withheld, conditioned, or delayed; (B) interfere with the business of Seller (or any of its guests) conducted at the Property or disturb the use or occupancy of any occupant of the Property other than, in each case, to a de minimis extent; or (C) subject to the provisions set forth below in Section 3.3(d), damage the Property. In conducting the foregoing inspection or otherwise accessing the Property, Purchaser and Purchaser's Representatives shall at all times comply with, and shall be subject to, the rights of the guests of the Hotel and any rights of Tenants under the Leases (and any persons claiming under or through such Tenants). Seller may from time to time establish reasonable rules of conduct for Purchaser and Purchaser's Representatives in furtherance of the foregoing.

- b. Purchaser shall schedule and coordinate all inspections of the Property or other access thereto with the Seller and shall give the Seller at least three (3) Business Days prior notice thereof. The Seller shall be entitled to have a representative present at all times during each such inspection or other access. Purchaser agrees to pay to Seller promptly upon demand with accompanying statement the reasonable cost of repairing and restoring any damage or disturbance which Purchaser or Purchaser's Representatives shall cause to the Property. All inspection fees, appraisal fees, engineering fees, and other costs and expenses of any kind incurred by Purchaser or Purchaser's Representatives relating to such inspection and its other access shall be at the sole expense of Purchaser.

- c. In the event that the Closing does not occur for any reason whatsoever, the Purchaser shall promptly return to the Seller copies of all due diligence materials delivered by the Seller to the Purchaser and shall destroy all copies and abstracts of the materials.
- d. Purchaser and Purchaser's Representatives shall not be permitted to conduct borings of the Property or drilling in or on the Property, or any other invasive testing which may cause damage or make physical change to the Property, in connection with the preparation of an environmental audit or in connection with any other inspection of the Property without the prior written consent of the Seller, which consent may be withheld in the Seller's sole discretion (and, if such consent is given, the Purchaser shall be obligated to pay to the Seller promptly upon demand and presentment of a statement, the cost of repairing and restoring any damage as aforesaid). The provisions of this Section 3.2(d) shall survive the Closing or any termination of this Agreement.

3.4 General Seller and City Representations and Warranties. (a) Seller and City hereby jointly and severally represents and warrants to Purchaser, as of the date hereof and again as of Closing, as follows:

- (i) Seller a not-for-profit corporation and an instrumentality of the City of Topeka, Kansas duly constituted under Kansas law, validly existing and in good standing under the laws of the State of Kansas, and has all requisite power and authority to own the Assets and conduct the respective businesses as currently owned and conducted. The persons executing this Agreement on behalf of Seller have full power and authority to do so and to perform every act and to execute and deliver every document and instrument reasonably necessary or appropriate to consummate the transactions contemplated by this Agreement.

- (ii) Seller's execution, delivery and performance of this Agreement and the transaction documents to which it is a party, and the consummation of the transactions provided for in this Agreement and the transaction documents to which it is a party have been duly authorized by all necessary action on its part. This Agreement has been duly executed and delivered by Seller and constitutes, and the transaction documents to be executed and delivered by it, when executed and delivered at the Closing, and assuming due authorization, execution and delivery by Purchaser, will constitute, its legal, valid and binding obligation, enforceable against it in accordance with their terms.
- (iii) Seller is not a "foreign person" as defined in Section 1445 of the Code and the regulations issued thereunder.
- (iv) Neither Seller nor a partner or other beneficial owner thereof (A) is a person, group, entity or nation described in Section 1 of Executive Order 13224 - Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism - 66 Fed. Reg. 49079 (dated September 23, 2001, effective September 24, 2001), (B) is a (or is acting, directly or indirectly, for or on behalf of any) person, group, entity or nation designated by any Executive Order or the United States Treasury Department as a terrorist, a "Specially Designated National" or "Blocked Person," or other banned or blocked person, group, entity or nation pursuant to any applicable laws that are administered or enforced by the Office of Foreign Assets Control ("OFAC"), (C) is initiating, facilitating or engaging in the transaction contemplated by this Agreement, directly or indirectly, for or on behalf of any such person, group, entity or nation, and (D) to Seller's Knowledge, engages in any dealings or transactions, and is not otherwise associated, with any such person, group, entity or nation.

- (v) Seller has not (A) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, (B) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceedings, to hold, administer and/or liquidate all or substantially all of its property, or (C) made an assignment for the benefit of creditors, and no bankruptcy, insolvency, reorganization or similar action or proceeding, whether voluntary or involuntary, is pending, or, to Seller's Knowledge, threatened against it.
- (vi) Neither the execution of this Agreement nor the performance by Seller of its obligations under this Agreement will result in any breach or violation of (i) the terms of any law, rule, ordinance, or regulation; or (ii) any decree, judgment or order to which Seller or any constituent member of Seller is a party now in effect from any court or governmental body. There are no consents, waivers, authorizations or approvals from any third party necessary to be obtained by Seller in order to carry out the transactions contemplated by this Agreement. The execution and delivery of this Agreement and performance by Seller of its obligations under this Agreement will not conflict with or result in a breach or default (or constitute an event which, with the giving of notice or the passage of time, or both, would constitute a default) under Seller's organizational documents or any indenture, mortgage, lease, agreement, or other instrument to which Seller is a party or by which Seller or any of its assets may be bound. The execution and delivery of this Agreement and performance by Seller of its obligations under this Agreement will not result in the creation of any new, or the acceleration of any existing, liens, charges, or encumbrances upon the Property.

- (vii) The annual financial statements and/or financial data (collectively, the “Financial Statements”) delivered to Purchaser by Seller and relating to the Property are true and complete in all material respects and fairly represent the business and operations of the Property and Hotel for the periods described therein. Taken as a whole, the Financial Statements fairly present the financial position of Seller as of such date and the results of its operations for such fiscal year were prepared in conformity with GAAP applied consistently for the fiscal periods covered thereby and may be reconciled with the books and records of Seller. The books, accounts and records of Seller have been maintained in the usual, regular and ordinary manner, consistent with Seller’s past practices, and Seller’s tax returns (if any) were prepared in conformity with information contained in the books and records of the Seller. Any financial statements and/or financial data for a period other than a full fiscal year (the “Interim Statements”) delivered to Purchaser by Seller and relating to the Property have not been audited, and are, to the best of the Seller’s knowledge, true and complete in all material respects and fairly represent the business and operations of the Property and Hotel for the interim periods described therein.
- (viii) Seller does not have any liability for any taxes, or any interest or penalty in respect thereof, of any nature that may be assessed against Purchaser or that are or may become a lien against the Property.
- (ix) Seller has delivered or made available to, or will deliver or make available to, Purchaser true and complete copies of all Service Contracts. All Service Contracts are in full force and effect, and Seller has not given or received any written notice of any breach or default under any Service Contracts that has not been cured or otherwise satisfied. . Except as disclosed by Seller to Purchaser in writing, there are no other contracts relating to any portion of the Property or Hotel, regardless of whether entered into by Seller or its agents, or an affiliate of either, which relate to the occupancy, ownership, maintenance, construction or repair and/or operation of the Property or Hotel.
- (x) Seller has not received any written notice from any governmental authority of any material environmental claims or liabilities or violations of any environmental laws with respect to the Property.

- (xi) The listing of Personal Property provided by Seller to Purchaser are true and complete, in all material respects. All Personal Property included in this transaction is owned by Seller and at Closing shall be free and clear of all liens.
- (xii) There are no outstanding options, rights of first refusal, rights of first offer or any other rights or contracts in favor of third parties to acquire the Hotel or the Property.
- (xiii) Other than the Permitted Exceptions, Seller has good and marketable title to the Property, there are no title defects, liens, encumbrance, adverse claims, or other matters relating to the title to the Property which has not been disclosed in writing to the title company or which is not shown by the public records.

(b) The City represents and warrants to Purchaser, as of the date hereof and again as of Closing, as follows: The City is a municipal corporation and Kansas city of the first class, duly organized under the laws of the State of Kansas. The persons executing this Agreement on behalf of City have full power and authority to do so and to perform every act and to execute and deliver every document and instrument of the City reasonably necessary or appropriate to consummate the transactions contemplated by this Agreement. The execution, delivery and compliance with, and performance of the terms and provisions of, this Agreement and the transaction documents to which the City is a party does not and will not (with or without notice or lapse of time or both) conflict with or result in any violation of any provision of any City ordinance, resolution, bond, note or other instrument of indebtedness, contract, indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which the City is a party or which affects the Property or Hotel, or to City's knowledge, violate any applicable law relating to the City, Property or Hotel.

Article IV

Escrow

4.1 Escrow Agent. "Escrow Agent" means Lawyers Title, Topeka KS;

4.2 Escrow Terms.

- a. Upon execution of this Agreement, the parties hereto shall deposit an executed counterpart of this Agreement with the Escrow Agent, and this Agreement shall

serve as the instructions to the Escrow Agent as the escrow holder for consummation of the purchase and sale contemplated hereby. Seller and Purchaser agree to execute such reasonable additional and supplementary escrow instructions as may be appropriate to enable the Escrow Agent and/or the Title Company to comply with the terms of this Agreement, provided, however, in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control.

- b. Escrow Agent shall hold and disburse the Earnest Money Deposit in accordance with the following provisions:
 - (i) Escrow Agent shall have the right, but not the obligation, to invest the Earnest Money Deposit in savings accounts, certificates of deposit, and/or in money market instruments, or in any other investment account which is approved in advance by Purchaser.
 - (ii) If the Closing occurs, then Escrow Agent shall deliver the Earnest Money Deposit to Seller, crediting same against the Purchase Price.
 - (iii) Unless the Seller and the Escrow Agent receives written notification of termination by the Purchaser on or before the expiration of the Inspection Period as described in 3.2, the Earnest Money shall be paid to the Seller in the event of a default by the Purchaser in closing the transaction. In the event of a default by the Seller in closing the transaction, the Earnest Money shall be returned to Purchaser.

Article V

Closing

5.1 Closing; Closing Date. The closing of the transaction contemplated by this Agreement (the "**Closing**") shall occur on a mutually agreeable date and time not to exceed sixty days (60) past the expiration of the Inspection Period, following the satisfaction of all other conditions to closing as may be detailed in this Agreement. The Closing shall be held at City Hall (or at Purchaser's request, with notice to Seller's attorney at least seven days (7) Business Days prior to the Closing Date, at the offices of Purchaser's lender or Purchaser's lender's attorneys, provided such offices are located in Topeka, Kansas. Should all other conditions be satisfied earlier than 90 days from the conclusion of the Inspection Period, the Parties shall work diligently to ensure a Closing Date as soon as possible. Seller shall be entitled to adjourn the Closing Date one time upon at least one (1) Business Day prior notice to Purchaser to: (a) remedy or clear any Title Objections; or (b) satisfy any other conditions to Purchaser's obligation to consummate the Closing

under this Agreement. Purchaser acknowledges and agrees that **TIME SHALL BE OF THE ESSENCE** with respect to the performance by Purchaser of its obligations to purchase the Property, pay the Purchase Price and otherwise consummate the transactions contemplated in this Agreement on the Closing Date. For the purposes of this Agreement, the actual Closing date, as may adjust in the event Seller elects to adjourn the Closing pursuant to the terms of this Agreement, shall be deemed the "Closing Date" under the Agreement.

Article VI

Exceptions to Title; Title Matters

6.1 Permitted Exceptions. The Property shall be sold, assigned, and conveyed by Seller to Purchaser, and Purchaser shall accept and assume same, subject only to the following matters (collectively, the "Permitted Exceptions"):

- a. All presently existing and future liens for unpaid real estate taxes and water and sewer charges accrued but not yet due and payable as of the Closing Date, subject to proration and adjustment as hereinafter provided.
- b. All present and future zoning, building, environmental, and other laws, ordinances, codes, restrictions, and regulations of all governmental authorities having jurisdiction with respect to the Property, including, without limitation, landmark designations and all zoning variances and special exceptions, if any (collectively, "Laws and Regulations").
- c. All covenants, restrictions, and rights of record and all easements and agreements of record (collectively, "Rights"), but only to the extent set forth in the Title Commitment.
- d. Any CID currently in place on the Real Property as described in this Agreement.
- e. Any state of facts which would be shown on or by an accurate current survey of the Property (collectively, "Facts").
- f. All violations of building, fire, sanitary, housing, and similar laws and regulations whether or not noted or issued at the date hereof or at the Closing Date with respect to the Real Property (collectively, "Violations").
- g. Possible encroachments and/or projections of stoop areas, roof cornices, window trims, vent pipes, cellar doors, steps, columns and column bases, flue pipes, signs, piers, lintels, windowsills, fire escapes, satellite dishes, protective netting;

sidewalk sheds, ledges, fences, coping walls (including retaining walls and yard walls), air-conditioners and the like, if any, affecting the Property.

- h.** The standard conditions and exceptions to title contained in the form of title policy (“**Title Policy**”) or "marked-up" title commitment (“**Title Commitment**”) issued to Purchaser by the Title Company; provided that, Seller shall execute the Title Company’s standard owner’s affidavit at Closing and the standard exceptions which may be removed by same will be removed from the Title Policy.
- i.** [Reserved]
- j.** Any title exceptions as listed on the Title Commitment which are not objected to by Purchaser prior to expiration of the Inspection Period.
- k.** Any lien or encumbrance arising out of the acts or omissions of Purchaser.

Article VII

Closing Deliveries

7.1 Purchaser’s and Deliveries Necessary On or Prior to Closing. The Purchaser shall provide the following to Seller or an Escrow Agent on or prior to Closing Date:

- a.** A certificate issued by the Kansas Secretary of State, indicating that it is qualified to do business in, and in good standing with, the State of Kansas.
- b.** A certified copy of Corporate Resolutions indicating that it, through its designated member or officer, as appropriate, has authority to execute this Agreement as well as all associated documents.
- c.** Evidence that all contingencies in Article XII have been satisfied.
- d.** Executed documents included in the Exhibits or required by any Service Contract for purposes of assignment and/or assumption. Two executed counterparts should be provided for any such document requiring both Seller and Purchaser’s signature.
- e.** If required by the Seller, an executed assignment and assumption agreement prepared by Seller in which Seller assigns to Purchaser and Purchaser assumes any and all rights, liabilities and obligations which Seller may have pursuant to any Service Contracts, which agreement shall provide, in part, that:
 - i.** the assignment is being made "AS IS", "WHERE IS", and "WITH ALL FAULTS", without any representation or warranty whatsoever, and

- ii. Purchaser, as assignee, shall defend, indemnify and hold harmless Seller, as assignor, from and against any and all Claims asserted against or incurred by Seller as a result of any rights, liabilities or obligations assigned to Purchaser pursuant to said agreement which accrue and relate exclusively to after the date of such assignment.
- f. Copy of the signed Franchise/License Agreement with Wyndham or comparable flag in the “Upper Upscale” classification by STR.
- g. Timeline for completion of the PIP with documentation which is necessary to comply with the Wyndham PIP or other brand PIP put forth by the Purchaser. The work plan for the Hotel will be based on the PIP and cost estimate, and the City must receive, review and approve the PIP, including a cost estimate, during the Inspection Period.
- h. A pro forma operating statement for the Hotel, as operated under the license/franchise agreement referenced in Section 12.1.a of this Agreement.
- i. Evidence that Purchaser has sufficient committed equity and debt to renovate Hotel consistent with the Renovation Standards, subject to the Contingency in Section 12.1, the Operational working capital requirements in Section 10.3. This evidence may be provided to the Seller’s Financial Advisor under a non-disclosure agreement and subsection (f) to this Section.

7.2 Seller Deliveries Necessary Prior to Closing. The Seller shall prepare and provide the following to the Purchaser or an Escrow Agent at or before Closing the following:

- a. An executed warranty deed (“Deed”) with respect to the Real Property, in the form as mutually agreed upon by the parties, together with any State, County and local transfer tax declarations and forms required to be executed by Seller.
- b. An executed Affidavit in the form as mutually agreed upon by the parties.
- c. An executed Bill of Sale (without warranties other than warranties of title) with respect to the Personal Property, if any, in the form as mutually agreed upon by the parties.
- d. Two counterparts of an executed Assignment and Assumption Agreement with respect to the Intangible Property in the form as mutually agreed upon by the parties], together with originals or copies of any Service Contracts and Permits, to the extent in the Seller’s possession (which such Service Contracts and Permits shall be delivered at Seller’s Property manager’s office). To the extent any Service Contract requires a specific written assignment and/or assumption agreement with respect to such Service Contract, a specific executed assignment and/or

assumption agreement with respect to such Service Contract in the form required by the Service Contract or the vendor under such Service Contract.

- e. An executed form letter to advise all contractors under Service Contracts, if any, in the form as mutually agreed upon by the parties, of the sale to Purchaser ("Notice to Service Contractor").
- f. All plans, specifications, Permits and keys in Seller's actual possession with respect to the Property (which shall be delivered at Seller's Property manager's office).
- g. Payment of prorations as provided in Art. VIII.

7.3 Costs and Expenses. Regardless of State or local custom, Purchaser shall pay all costs of recording, all documentary stamp, transfer and similar taxes, all title and lien search, examination and out-of-pocket fees of the Title Company, the title insurance premium for the owner's title insurance policy to be issued to Purchaser by the Title Company, the cost of any extended title insurance coverage and endorsements to Purchaser's title insurance policy requested or required by Purchaser, the costs of any surveys or survey modifications or updates obtained by Purchaser. Attorneys' fees, consulting fees, and other due diligence expenses shall be borne by the party incurring such expense. The provisions of this Section shall survive the Closing.

7.4 Other Documents. Purchaser and Seller shall each deliver such other documents as are otherwise required by this Agreement to consummate the purchase and sale of the Property in accordance with the terms hereof. Unless the parties otherwise agree in writing, the Escrow Agent is hereby designated as the "Reporting Person" for the transaction pursuant to Section 6045(e) of the United States Code and the regulations promulgated thereunder. If requested in writing by either party, the Escrow Agent shall confirm its status as the "Reporting Person" in writing, which such writing shall comply with the requirements of Section 6045(e) of the United States Code and the regulations promulgated thereunder.

7.5 Possession. Possession of the Property, subject to the rights of Hotel guests, shall be surrendered to Purchaser at the Closing, free of any and all liens and encumbrances of any kind or nature (other than the Permitted Exceptions).

7.6 Service Contractor Notices. Immediately after Closing, Purchaser shall deliver to all vendors under Service Contracts constituting Assumed Contracts, if any, a copy of the Notice to Service Contractor, which obligation shall survive Closing.

7.7 Safe Deposit Boxes. On the Closing Date Seller shall deliver to Purchaser all keys to the safe deposit boxes on the Real Property, together with all receipts and agreements relating

to such safe deposit boxes, which shall contain the name and room number of each depositor. On the Closing Date Seller shall send written notice to guests on the Real Property who have safe deposit boxes advising them of the sale of the Property to Purchaser and the procedures to be followed pursuant to this Section and requesting the removal and verification of the contents thereof within three days after the Closing Date. All such removals and certifications during said three days shall be under the supervision of a representative of Purchaser and Seller. Boxes of guests who have not responded to such written notice shall be listed at the end of such three-day period. Said boxes shall be opened in the presence of a representative of Purchaser and Seller and the contents recorded. Any such property so recorded shall thereafter be the responsibility of Purchaser and Purchaser shall indemnify and hold Seller harmless against any Claims with respect to such property (including without limitation reasonable attorneys' fees). The provisions of this Section shall survive the Closing and delivery of the Deed hereunder.

7.8 Baggage. All baggage checked or left in the care of Seller as of the Prorations Date shall be listed in an inventory to be prepared in duplicate and signed by Seller and Purchaser. Purchaser shall be responsible from and after the Prorations Date for all baggage listed in such inventory and for any baggage checked after the Proration Date. Purchaser shall indemnify and hold Seller harmless from any Claims with respect to such baggage. The provisions in this Section shall survive the Closing.

7.9 Licenses.

- a. Purchaser acknowledges that it is the responsibility of Purchaser to obtain the approval of the applicable governmental authorities for issuance of such licenses as shall be necessary or desirable in Purchaser's opinion to operate the Hotel. Purchaser may file any and all applications and supporting documents with the appropriate governmental agencies, at Purchaser's sole option, cost, and expense. Seller agrees to cooperate with Purchaser (but without cost to Seller) in the filing of such applications, to the extent such cooperation may be required by governmental agencies issuing or approving the licenses.
 - i. *Liquor License.* Purchaser shall have the right to file and diligently prosecute, at its sole cost and expense, an application with the applicable State and local alcoholic beverages licensing authorities ("**Authorities**") for approval of either a new liquor license in the name of Purchaser or its nominee or the transfer of the Liquor License (if and to the extent permitted by applicable law and without cost, expense or liability to Seller), from Seller to Purchaser or its nominee with respect to alcoholic beverage services at the Hotel ("**Purchaser's Liquor License**"). If and to

the extent permitted by applicable law, Purchaser shall use its best efforts to execute and file all necessary forms, applications, materials, documents and other required elements of such application with the Authorities prior to Closing so that the Purchaser's Liquor License (or a temporary liquor license issued by the Authorities in the name of Purchaser or its nominee) shall issue and take effect, if possible, simultaneously with the Closing on the Closing Date, but in no event prior to the Closing Date. If and to the extent permitted by applicable law, Seller agrees, upon Purchaser's written request, but without cost, expense or liability to Seller, to reasonably cooperate with Purchaser in its application process if such cooperation is required by the Authorities in order to effect the transfer of the liquor license issued in connection with the operation of the Property or issuance of the Purchaser's Liquor License. Purchaser shall be responsible for all fees, costs and expenses incurred in connection with Purchaser's applying for and obtaining Purchaser's Liquor License or the transfer of any liquor license to or for the benefit of Purchaser or any of its agents or affiliates.

- ii.** If Purchaser provides to Seller a copy of the Purchaser's Liquor License issued by the Authorities effective as of the Closing Date, Seller, to the extent permitted by law, shall deliver the liquor inventory existing as of the Closing Date to Purchaser at Closing, and Purchaser shall at Closing pay Seller for the un-opened liquor inventory. If Purchaser fails or is unable to deliver a copy of the Purchaser's Liquor License to Seller on the Closing Date, then Seller shall remove from the Property the liquor inventory and the liquor license applicable with respect to the Property or otherwise dispose of the liquor inventory on the Closing Date.
 - iii.** It shall not be a condition precedent to Purchaser's obligations under this Agreement that Purchaser obtain a Purchaser's Liquor License prior to Closing. In connection with all of the foregoing, Seller shall have no obligation to enter into an interim liquor license agreement or any similar agreement.
- b.** Purchaser hereby assumes the risk of failing to obtain any governmental licenses relating to the Hotel, and the refusal of any governmental authority to grant said licenses shall not give Purchaser any rights, remedies or causes of action against Seller for damages, for termination of this Agreement or any other relief whatsoever. The Wyndham license (or other approved “upper upscale” branded hotel according to STR) and PIP obligations are a precedent to sale. The provision of this Section shall survive the Closing of this Agreement.

7.10 Termination of Manager. Seller agrees to cause the existing management agreement with any manager of the Hotel to be terminated as of Closing. Purchaser shall have no responsibility or obligation with respect thereto.

7.11 Termination of Employees. Seller will cause the Manager of the Hotel to terminate the employment of all persons providing services at the Property ("Employees") effective as of the Closing Date. On the Closing Date, Purchaser may, but shall not be obligated to, rehire or offer (or cause Purchaser's manager to rehire or offer) employment at the Property to the Employees of Seller on such terms and conditions as Purchaser deems appropriate. Seller shall use good faith commercially reasonable efforts to deliver to Purchaser, no less than 5 Business Days after the Effective Date, an employee census report setting forth positions, wage rates or salaries, and dates of hire of the Employees. Seller shall be responsible for paying all accrued and unpaid obligations of such Property manager under its salary and employee benefits arrangements through the Prorations Date, including, any and all accrued and unpaid sick days and vacation days. Seller shall also be responsible for paying all accrued and unpaid salaries, wages (including, without limitation, severance pay, bonuses, and unclaimed wages), vacation and other benefits, sick pay, insurance, amounts payable with respect to any employee health and welfare fund or pension plan and all other amounts accrued but unpaid under any employment contract, agreement, or arrangement accrued through the Closing Date. Purchaser or Purchaser's Property manager shall be responsible for paying all salary and employee benefit obligations in connection with the employment or work of the Employees on or after the Closing Date, including any obligations under the employment acts arising after the Closing Date. Purchaser shall indemnify and hold Seller harmless for any Claims asserted against or incurred by Seller and any Claims relating to, arising from or in connection with Purchaser's failure to comply with its obligations under this Section. Seller shall indemnify and hold Purchaser harmless for any Claims asserted or incurred by Purchaser and any Claims relating to, arising from or in connection with Seller's failure to comply with its obligations under this Section. The provisions of this Section shall survive the Closing.

7.12 Payment at Closing. Prorations and adjustments owed to Seller by the Purchaser, subject to any prorations and adjustments owed to Purchaser by Seller, shall be paid by Purchaser by wire transfer to the Escrow Agent's account at the time of Closing, and (ii) by the Escrow Agent to Seller by wire transfer to Seller's account immediately upon Closing. Wired funds must be received in the Escrow Agent's account prior to 4:00 p.m. Central time on the Closing Date, and to the extent they are received after 4:00 p.m. Central time on any day, they shall not be deemed received until the following Business Day. If the Escrow Agent does not receive the funds within forty-eight (48) hours following the

Closing Date due to the action or inaction of Purchaser , Purchaser shall pay interest on the Purchase Price from the Closing Date until the funds are deemed to have been received by the Escrow Agent at the rate of 10% per annum.

Article VIII

Apportionments

8.1 Closing Adjustments and Prorations. Except as otherwise provided in this Section, all adjustments and prorations to the Purchase Price payable at Closing shall be computed as of 11:59 p.m. Central Time the day prior to the Closing Date (the “**Prorations Date**”).

a. Payables. “Payables” means all accounts payable incurred in the ordinary course of business in connection with the ownership and operation of the Hotel to the extent arising under Service Contracts which are Assumed Contracts. Seller agrees that except to the extent expressly provided to the contrary in this Agreement, between the Effective Date and the Closing Date:

- i.** all Payables shall be paid and discharged in the ordinary course of business and Seller shall be responsible for all Payables applicable to the period prior to the Prorations Date, and
- ii.** all Payables shall be prorated as of the Prorations Date. Purchaser shall pay all Payables applicable to the period after the Prorations Date as and when due and shall indemnify and hold Seller and the City harmless from all Claims with respect thereto (including without limitation all attorneys' fees and costs incurred in connection therewith). The provisions of this Section shall survive the Closing.

b. Cash; Accounts Receivable.

- i.** Seller shall receive a credit for all cash in the cash registers, vaults, safes, (other than that belonging to guests) and/or "petty cash boxes" and all credit card receivables less applicable discounts which represent payment for services fully performed or goods delivered, as of the Prorations Date as set forth below. “**Accounts Receivable**” means all of Seller's accounts receivable incurred in the ordinary course of business in connection with the ownership and operation of the Hotel, including net amounts subject to collection from credit card operations and other trade receivables as of the Prorations Date. It is understood that all Accounts Receivable which represent payment for services not fully performed or goods not delivered as of the Prorations Date shall be transferred to Purchaser at Closing.

- vi. it shall be Purchaser's responsibility to make any utility deposits required for the continuation of such services from and after the Closing Date. If and only if any of the utility companies will not or cannot read the meters as of the Prorations Date, the expenses for those utility companies shall be prorated as of the Prorations Date based upon the most recent bills, and assuming that utility charges were incurred uniformly during the billing period in which the Closing occurs.
- e. **Other Income.** Income from telephone, vending machines and other coin-operated devices upon the Real Property, if any, shall be adjusted and apportioned as of the Prorations Date.
- f. **Fees for Permits.** Fees paid or payable, if any, for Permits, to the extent such Permits are transferred to Purchaser, shall be adjusted and apportioned as of the Prorations Date.
- g. **Prepaid Expenses.** Prepaid advertising expenses (but only with respect to Assumed Contracts), washroom and checkroom income, commissions of credit and referral organizations, but excluding Advance Booking Deposits (as hereinafter defined), shall be adjusted and apportioned as of the Prorations Date.
- h. **Advance Booking Deposits.** The aggregate amount of deposits in connection with the Advance Booking Deposits (as hereinafter defined) and any other deposits, advances or advance payments in connection with the operation of the Hotel shall be credited to Purchaser. “**Advance Booking Deposits**” means deposits in connection with advance bookings for future occupancy, after the Prorations Date, of hotel rooms, suites, banquet and meeting rooms and convention facilities in the Hotel by any person, organization or group.
- i. **Other Prorations.** In addition to the previously stated adjustments and prorations at Closing the parties shall also make such mutually agreed upon adjustments and prorations to the Purchase Price as are customary and usual in transactions similar to the transaction contemplated by this Agreement.
- j. **Intent of Prorations Provisions.** The intent of the prorations and adjustments provided for in this Agreement is that Seller shall bear all expenses of operation of the Real Property and shall receive all income from it accruing to the Prorations Date and Purchaser shall bear all such expenses and receive all such income accruing after the Proration Date. Notwithstanding anything to the contrary set forth in this Agreement, with respect to hotel room and meeting or function room revenues it is specifically agreed that revenues allocable to the night commencing immediately prior to the Closing Date shall be for the account of Seller and

revenues commencing with the night commencing on the Closing Date shall be for the account of Purchaser. Similarly, the cost of housekeeping and similar staff attributable to the Closing Date shall be the obligation of Seller and after the Closing Date shall be the obligation of Purchaser.

- k. Credits for Seller.** Seller shall receive a credit for the value of any non-branded Consumable Inventories at the Real Property at Closing (based upon actual cost using FIFO). “**Consumable Inventory**” means all of Seller’s right, title, and interest in and to all unopened, usable, and saleable food and non-alcoholic beverages held for sale in connection with the operation of the Real Property; provided, however, that the term Consumable Inventories shall mean only such items as are owned by Seller as of the Closing Date and shall not in any event include items owned by Hotel guests or parties to Service Contracts or Seller’s Property manager or Property management company. The term Consumable Inventories shall not include liquor. Seller shall not be entitled to any credit for open containers. Seller shall not intentionally deplete the Consumable Inventories but shall continue to maintain such inventories consistent with Seller's past practices and industry standards. The provisions of this Section shall survive the Closing.
- l. Reproration and Post-Closing Adjustments.** In the event that any adjustments or prorations (other than real estate taxes, assessments and utility charges) cannot be apportioned or adjusted at Closing by reason of the fact that final or liquidated amounts have not been ascertained, or are not available as of such date, the parties to this Agreement agree to apportion or adjust such items on the basis of their best estimates of the amounts at Closing and to re-prorate any and all of such amounts promptly when the final or liquidated amounts are ascertained. In the event of any omission or mathematical error on the closing statement, or if the prorations, apportionments and computations shall prove to be incorrect for any reason, the same shall be promptly adjusted when determined and the appropriate party paid any monies owed. This provision shall survive the Closing for a period of six (6) months.
- m. Minimum Linens.** At Closing, the Property shall be stocked with a minimum of one (1.00) turn of linens and towels. In the event Seller does not stock the Property with a minimum of one (1.00) turn of linens and towels, Seller shall provide Purchaser with a credit to the Purchase Price for the difference between the actual stock of linens and towels and one (1.00) turn.

Article IX

AS IS

9.1 Condition of the Property. The following provisions shall survive the Closing and shall not be deemed to have merged into any of the documents executed or delivered at the Closing:

a. AS-IS, WHERE-IS. By acceptance of this Agreement and the Deed, Purchaser does hereby acknowledge, represent, warrant and agree to and with the Seller that, except as otherwise expressly provided in this Agreement and the Deed:

- i.** Purchaser is expressly purchasing the Property in its existing condition "AS IS, WHERE IS, AND WITH ALL FAULTS" whether known or unknown with respect to all facts, circumstances, conditions and defects, both patent and latent;
- ii.** Seller has no obligation to inspect for, repair or correct any such facts, circumstances, conditions or defects or to compensate Purchaser for same;
- iii.** Seller has provided Purchaser sufficient opportunity to make such independent factual, physical and legal examinations and inquiries as Purchaser deems necessary or appropriate with respect to the Property and the transaction contemplated by this Agreement;

Seller has specifically bargained for the assumption by Purchaser of all responsibility to inspect and investigate the Property and of all risk of adverse conditions and circumstances with respect to the condition of the Property;

- iv.** Purchaser has undertaken, or will prior to Closing undertake, all such inspections and investigations of the Property as Purchaser deems necessary or appropriate with respect to the Property and the suitability of the Property for Purchaser's intended use, and based upon same, Purchaser is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers, Purchaser has approved the Property in all respects, and Purchaser is and shall be fully satisfied that the Purchase Price is fair and adequate consideration for the Property; and
- v.** Seller is not making and has not made any warranty or representation with respect to any materials, marketing information, offering memoranda or pamphlets listing or describing the Property or other data provided by Seller or others on behalf of Seller to Purchaser (whether prepared by or

for Seller or others) or the education, skills, competence or diligence of the preparers thereof or the physical condition or any other aspect of all or any part of the Property as an inducement to Purchaser to enter into this Agreement and after that to purchase the Property or for any other purpose.

b. No Warranty or Other Representation. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, SELLER AND THE CITY BY THIS AGREEMENT DISCLAIM ALL WARRANTIES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING WARRANTIES OF HABITABILITY AND FITNESS FOR PARTICULAR PURPOSES), WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES WITH RESPECT TO: THE PROPERTY OR ITS CONSTRUCTION; DEFECTS CAUSED BY ACTS OF THE ORIGINAL OWNER, PURCHASER, OR BUILDER OF THE PROPERTY, OR ANY SUPPLIER, CONTRACTOR, SUBCONTRACTOR, OR MATERIALMAN; DEFECTS PERTAINING TO STRUCTURAL ELEMENTS, SYSTEMS, EQUIPMENT, APPLIANCES, UTILITIES, OR FIXTURES RELATED TO THE PROPERTY; TAX LIABILITIES; ZONING; LAND VALUE; AVAILABILITY OF ACCESS OR UTILITIES; INGRESS OR EGRESS; GOVERNMENTAL APPROVALS; OR THE SOIL CONDITIONS OF THE REAL PROPERTY, REGARDLESS OF WHETHER SUCH CONDITIONS CURRENTLY EXIST OR EMERGE OVER TIME. PURCHASER FURTHER ACKNOWLEDGES THAT PURCHASER IS BUYING THE PROPERTY "AS IS" AND IN ITS PRESENT CONDITION AND THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, PURCHASER IS NOT RELYING UPON ANY REPRESENTATION OF ANY KIND OR NATURE MADE BY SELLER OR CITY WITH RESPECT TO THE LAND OR PROPERTY, AND THAT, IN FACT, NO SUCH REPRESENTATIONS WERE MADE EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE DEED.

c. Environmental Laws; Hazardous Materials. WITHOUT IN ANY WAY LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER SELLER NOR CITY MAKE ANY WARRANTY WITH RESPECT TO THE PRESENCE OF HAZARDOUS MATERIALS ON, ABOVE, OR BENEATH THE PROPERTY (OR ANY PARCEL IN PROXIMITY THERETO) OR IN ANY WATER ON OR UNDER THE PROPERTY. As used herein, the term "**Hazardous Materials**" shall mean: (i) those substances included within the definitions of any one or more of the terms "hazardous materials," "hazardous wastes," "hazardous

substances," "industrial wastes," and "toxic pollutants," as such terms are defined under the Environmental Laws, or any of them; (ii) petroleum and petroleum products, including, without limitation, crude oil and any fractions thereof; (iii) natural gas, synthetic gas, and any mixtures thereof; (iv) asbestos and or any material which contains any hydrated mineral silicate, including, without limitation, chrysotile, amosite, crocidolite, tremolite, anthophyllite, and/or actinolite, whether friable or non-friable; (v) polychlorinated biphenyl ("PCBs") or PCB-containing materials or fluids; (vi) radon; (vii) any other hazardous or radioactive substance, material, pollutant, contaminant, or waste; and (viii) any other substance with respect to which any Environmental Law or governmental authority requires environmental investigation, monitoring, or remediation. As used herein, the term "**Environmental Laws**" shall mean all federal, state, and local laws, statutes, ordinances, and regulations, now or hereafter in effect, in each case as amended or supplemented from time to time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees, and binding judgments relating to the regulation and protection of human health, safety, the environment, and natural resources (including, without limitation, ambient air, surface water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 5101 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. § 136 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601 et seq.), the Clean Air Act, as amended (42 U.S.C. §§ 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. §§ 300f et seq.), any state or local counterpart or equivalent of any of the foregoing, and any federal, state, or local transfer of ownership notification or approval statutes.

- d. Seller and City Release.** BY ACCEPTANCE OF THIS AGREEMENT AND THE DEED, PURCHASER ACKNOWLEDGES THAT PURCHASER'S OPPORTUNITY FOR INSPECTION AND INVESTIGATION OF SUCH PROPERTY (AND OTHER PARCELS IN PROXIMITY THERETO) HAS BEEN ADEQUATE TO ENABLE PURCHASER TO MAKE PURCHASER'S OWN DETERMINATION WITH RESPECT TO THE PRESENCE ON OR BENEATH THE PROPERTY (AND OTHER PARCELS IN PROXIMITY THERETO) OF SUCH HAZARDOUS MATERIALS. Purchaser agrees that it shall, subject to the express warranties, representations, and conditions contained in this Agreement,

assume the risk that adverse matters, including but not limited to, construction defects and adverse physical and environmental conditions, may not have been revealed by Purchaser's investigations. Except as expressly set forth in this Agreement to the contrary, Purchaser releases Seller, the Seller-Related Parties and their respective successors and assigns from and against any and all claims which Purchaser or any party related to or affiliated with Purchaser (each, a "**Purchaser-Related Party**") has or may have arising from or related to any matter or thing related to or in connection with the Property except as expressly set forth in this Agreement to the contrary, including any construction defects, errors, or omissions in the design or construction and any environmental conditions and, except as expressly set forth in this Agreement to the contrary, neither Purchaser nor any Purchaser-Related Party shall look to Seller, the Seller-Related Parties, or their respective successors and assigns in connection with the foregoing for any redress or relief. This release shall be given full force and effect according to each of its express terms and provisions, including those relating to unknown and unsuspected claims, damages, and causes of action. To the extent required to be operative, the disclaimers and warranties contained herein are "conspicuous" disclaimers for purposes of any applicable law, rule, regulation, or order

- e. **Mold.** PURCHASER ACKNOWLEDGES AND AGREES THAT NEITHER THE SELLER OR CITY SHALL BE RESPONSIBLE FOR ANY CLAIMS ARISING OUT OF OR RELATING TO MOLD AND/OR OTHER MICROSCOPIC ORGANISMS AT THE PROPERTY INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGES, PERSONAL INJURY, ADVERSE HEALTH EFFECTS, LOSS OF INCOME, EMOTIONAL DISTRESS, DEATH, LOSS OF USE OR LOSS OF VALUE AND BY THIS AGREEMENT RELEASES SELLER AND CITY FROM THE SAME. PURCHASER BY THIS AGREEMENT ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD THIS DISCLOSURE AND RELEASE AND AGREES TO THE PROVISIONS CONTAINED IN THE AGREEMENT.
- f. **Release Limitations.** Notwithstanding anything to the contrary in this Agreement, in no event will Seller or City be released from any claims by Purchaser against Seller or City which involve fraud, intentional concealment, or willful misconduct.

Article X

Renovation and Continued Operation

10.1 Renovation of Hotel. Following the Closing, the Purchaser commits to renovation of the 224 guest rooms and other common spaces of the Hotel at an estimated investment of six

million and 00/100 dollars (\$6,000,000), the actual amount of such investment to be determined during the Inspection Period and such amount to be sufficient to satisfy the PIP at the sole discretion of Wyndham (or other approved “upscale” branded hotel according to the STR) to an upper upscale standard. Renovations shall be completed no later than December 31, 2027.

10.2 Operation. The Purchaser shall commit two million and 00/100 dollars (\$2,000,000) in working capital to the Hotel.

10.3 Sale of the Property. Following the Closing, Purchaser shall not sell, transfer, or assign, the Real Property for five years following the Closing Date without the written approval of the City. Notwithstanding the foregoing, any sale, assignment, or transfer to a (i) wholly owned subsidiary of Purchaser; (ii) private equity fund in which Purchaser is the general or managing partner; or (iii) any other form of entity in which Purchaser remains in control as the majority owner, shall not be considered a violation of this provision, so long as the Purchaser provides City written notice fifteen Business Days of the effective date of any such transfer. Such restriction shall be contained in the deed between the Seller and the Purchaser regarding the Real Property.

10.4 Brand Change. Until five years following the Closing Date, Purchaser shall not change the Hotel to brands which do not have a comparable flag in the “Upper Upscale” classification designated by STR without the express written consent of the Seller, which consent shall not be unreasonably withheld, conditioned, or delayed. This provision shall survive the Closing.

Article XI

Remedies

11.1 Liquidated Damages. THE PARTIES ACKNOWLEDGE THAT THEY HAVE DISCUSSED THE TYPE AND MAGNITUDE OF DAMAGES THAT EACH COULD SUFFER IF THIS AGREEMENT TERMINATES BECAUSE OF THE OTHER PARTY'S BREACH OR DEFAULT HEREUNDER. FURTHERMORE, EACH ACKNOWLEDGES THAT IT HAS NEGOTIATED THIS TOPIC IN GOOD FAITH WITH THE OTHER AND HAS CONCLUDED THAT IT IS EXTREMELY DIFFICULT AND IMPRACTICAL TO AFFIX A DOLLAR AMOUNT TO DAMAGES FOR BREACH OR DEFAULT.

11.2 Seller's Remedies in the Event of Purchaser's Breach or Default. In the event of the breach of any of these terms, conditions and covenants of this Agreement prior to Closing, the Seller's sole remedies shall be as follows at the Seller's option:

- a. An Action against the Purchaser for specific performance of its obligations;
- b. An Action for damages;
- c. The termination of the Agreement;
- d. A combination of any such remedies.

11.3 Purchaser's Remedies in the Event of Seller's Breach or Default. THE PARTIES AGREE THAT PURCHASER'S SOLE REMEDIES, AT LAW OR IN EQUITY, IN THE EVENT OF A DEFAULT OR BREACH BY SELLER UNDER THIS AGREEMENT PRIOR TO CLOSING, IS FOR PURCHASER TO EITHER: (I) HAVE RETURNED TO IT THE EARNEST MONEY DEPOSIT AND ALL INTEREST EARNED THEREON AS LIQUIDATED DAMAGES (NOT AS A PENALTY), AND THEREAFTER THIS AGREEMENT SHALL TERMINATE AND PURCHASER SHALL HAVE NO FURTHER RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT EXCEPT THOSE THAT ARE EXPRESSLY STATED TO SURVIVE THE TERMINATION OF THIS AGREEMENT; OR (II) SEEK AN ACTION FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT AGAINST SELLER. THE PARTIES AGREE THAT THE REMEDIES PROVIDED IN THIS SECTION 11.3 IS PURCHASER'S SOLE REMEDIES AND SHALL BE IN LIEU OF ANY OTHER RELIEF TO WHICH PURCHASER MIGHT BE ENTITLED BECAUSE OF SELLER'S BREACH OR DEFAULT.

11.4 Exculpation. [INTENTIONALLY DELETED]

11.5 Survival. The provisions of this Article shall survive the termination of this Agreement and the Closing.

Article XII

Contingencies

12.1 Contingencies. This Closing of this Agreement is contingent upon the satisfaction of the following:

- a. The Purchaser must submit to the City a signed license/franchise agreement with Wyndham, or a comparable upper upscale flag approved by the City as provided herein, along with a pro forma operating statement for the Hotel under such Wyndham, or a comparable upper upscale flag; and the Purchaser must commit to performing the required PIP by specific due dates as outlined in the franchise agreement.
- b. The City or the County pursuant to K.S.A. 12-1740 et seq. , as amended (the "IRB Act"), must have, following a properly noticed public hearing, (i) adopted a

Resolution of Intent to issue, Taxable Industrial Revenue Bonds (the “IRBs”) for Purchaser in the amount of approximately six million and 00/100 dollars (\$6,000,000) to fund the renovations of the Hotel (the “Project”), (ii) received a sales tax exemption certificate for the materials needed for the renovation and repositioning; and (iii) as authorized under the IRB Act and KSA 79-201a (the “Abatement Statute”), as amended, agreed to exempt from ad valorem taxation all, or any portion of, the Project financed with the proceeds of the Bonds for a period of ten years, subject to the limitations set forth in the Abatement Statute. Consistent with the IRB Act, the City or County, as issuer, shall not provide any credit support or take any repayment obligation with respect to the IRBs. Purchaser agrees to provide the necessary information, as determined by the City or County, as issuer, in its reasonable discretion, to permit the City to commission the cost-benefit analysis required by the Abatement Statute. Purchaser shall pay all costs associated with the cost-benefit analysis and the issuance and maintenance of the IRBs, consistent with City or County policy, which is estimated to be \$28,000; provided that, in no event will the City charge Purchaser with any IRB origination fee of any type.

Until the foregoing contingencies are met, neither party shall have any obligations hereunder, except as specifically set forth herein. In the event these contingencies are not met by six months from the execution of this Agreement, this Agreement shall be considered null and void and neither party shall have any further obligations under this Agreement, and in such event the Earnest Money Deposit (plus any accrued interest thereon) shall be returned to Purchaser; provided that, such six month period may be extended by mutual agreement of the parties. The parties shall acknowledge, in writing, when the contingencies have been satisfied.

In addition to the foregoing contingencies, the Purchaser and Seller acknowledge that the City will take all necessary steps to capture the increased TGT increment from the Hotel and to establish a CID with respect to the Real Property and Maner for a term not to exceed 22 years, and that the City shall retain the proceeds of the CID and the TGT.

Article XIII

Insurance and Indemnification

13.1 The Purchaser agrees to defend, indemnify and hold the Seller and City, and their respective entity’s officers, agents and employees, harmless from and against all liability for damages, costs and expenses, including attorney fees, arising out of any claim, suit, judgment or demand arising from the negligent and/or intentional acts or omissions of the Purchaser, its contractors, subcontractors, agents or employees in the performance of this Agreement. The Purchaser shall give the Seller and City immediate written notice

within five Business Days of any claim, suit or demand that may be subject to this provision. The Seller and City shall also give five Business Days' written notice to the Purchaser of any such claim, suit, or demand, and the Seller and City agree that they shall not defend, settle or otherwise resolve any such claim, suit, or demand without prior notice to the Purchaser. After receipt of such notice, the Purchaser shall defend, contest, or otherwise protect the Seller and City against any such matter, at the cost and expense of the Purchaser, utilizing counsel selected by the Purchaser. This section shall not apply to negligence or willful misconduct of the Seller, City or the entities' officers, employees, or agents.

13.2 The Seller agrees to defend, indemnify and hold the Purchaser and its affiliates, officers, agents and employees, harmless from and against all liability for damages, costs and expenses, including attorney fees, arising out of any claim, suit, judgment or demand arising from the negligent and/or intentional acts or omissions of the Seller, and its respective contractors, subcontractors, agents or employees in the performance of this Agreement. The Seller shall give the Purchaser immediate written notice within five Business Days of any claim, suit or demand that may be subject to this provision. Purchaser shall also give prompt notice to the Seller of any such claim, suit, or demand, and Purchaser agrees that it shall not defend, settle or otherwise resolve any such claim, suit, or demand without prior notice to the Seller. After receipt of such notice, the Seller shall defend, contest, or otherwise protect the Purchaser against any such matter, at the cost and expense of the Seller, utilizing counsel selected by the Seller. This section shall not apply to negligence or willful misconduct of the Purchaser or its affiliates, officers, employees, or agents.

13.3 The City agrees to defend, indemnify and hold the Purchaser and its affiliates, officers, agents and employees, harmless from and against all liability for damages, costs and expenses, including attorney fees, arising out of any claim, suit, judgment or demand arising from the negligent and/or intentional acts or omissions of the City, and its respective contractors, subcontractors, agents or employees in the performance of this Agreement. The City shall give the Purchaser immediate written notice within five Business Days of any claim, suit or demand that may be subject to this provision. Purchaser shall also give prompt notice to the City of any such claim, suit, or demand, and Purchaser agrees that it shall not defend, settle or otherwise resolve any such claim, suit, or demand without prior notice to the City. After receipt of such notice, the City shall defend, contest, or otherwise protect the Purchaser against any such matter, at the cost and expense of the City, utilizing counsel selected by the City. This section shall not apply to negligence or willful misconduct of the Purchaser or its affiliates, officers, employees, or agents.

13.4 Not in derogation of the indemnification provisions set forth in this Agreement, the Purchaser shall, at its sole cost and expense, throughout the term of this Agreement and during all phases of the development described in this Agreement, to the extent Purchaser holds fee title to the Real Property, insure and keep insured the Real Property against direct loss or damage occasioned by fire, flood, extended coverage perils and any other losses covered by standard property insurance, through insurers with an AM Best rating of no less than “A” and/or a rating that is acceptable to the City without co-insurance. The insurance shall be for an amount that is not less than the full replacement cost of such structures. Purchaser shall maintain throughout the term of this Agreement business interruption insurance sufficient to protect the property in the event of a loss. In the event of destruction or damage to any vertical structure owned by the Purchaser, the Purchaser shall cause all damaged or destroyed property within the Project to be restored to a clean, safe and sanitary condition within a reasonable period of time after such damage or destruction, not to exceed One Hundred Eighty (180) days. If the Purchaser has commenced work associated with restoring the damaged or destroyed property within the Project to a clean, safe, and sanitary condition, and diligently prosecuted and completed a substantial amount of such work, within such 180 day period, but has been unable to complete this work, the Purchaser shall be entitled to an extension to continue and ultimately complete all restoration efforts within Two Hundred Seventy (270) days. Further reasonable extensions may be requested by the Purchaser, which may be approved by the City in its reasonable and good faith discretion. If the Purchaser fails to restore any damaged or destroyed vertical structure owned by the Purchaser, as prescribed in this Section, the Purchaser, to the extent permitted under loan, mortgage or other similar documents applicable to the Real Property, agrees to raze said structure and clear the site of such structure in a manner in which such site will conform to the City’s Code provisions relating to maintenance of vacant commercial lots.

Article XIV

General Provisions

14.1 Local, State, and Federal Law. Purchaser shall abide by, and the Project shall be completed in conformity with, all applicable federal, state and local laws and regulations.

14.2 Sales Tax, CID Sales Tax, TGT, any other Tax. Purchaser shall abide by all laws and regulations regarding the payment of sales tax, CID sales tax, TGT, and any other applicable tax. After Closing, the Purchaser agrees to cooperate with the City and consent, which consent will not be unreasonably withheld, to any requested modifications to the CID on the Real Property and Maner.

14.3 Reporting. Purchaser shall comply with any direct reporting requirements under Chapter 54 of the 2025 Session Laws of Kansas related to the Project and to provide the necessary

information and documentation to the City in order to assist the City with its reporting requirements under Chapter 54 of the 2025 Session Laws of Kansas related to the Project.

14.4 Nondiscrimination in Construction/Rehabilitation. The Purchaser, for itself and its successors and assigns, agrees that in the construction/rehabilitation of the Project, the Purchaser shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, handicap, national origin or ancestry.

14.5 Anti-assignment. Except as provided herein, the rights under this Agreement shall not be assigned by either party without the written approval of the other party.

14.6 Anti-delegation. No Party may delegate this Agreement without written consent of the other Parties.

14.7 Notice. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Agreement by a Party shall be in writing, addressed to the following:

To the Seller at:

CITY OF TOPEKA, KANSAS
Attn: City Clerk
City Hall, Room 166
215 SE 7th Street
Topeka, Kansas 66603

With a copies to:

CITY OF TOPEKA, KANSAS
Attn: City Manager
City Hall, Room 355
215 SE 7th Street
Topeka, Kansas 66603

CITY OF TOPEKA, KANSAS
Attn: City Attorney
City Hall, Room 353
215 SE 7th Street
Topeka, Kansas 66603

To the Purchaser:

ENDEAVOR HOTEL GROUP, LLC
8415 E. 21st Street North, Ste. 140
Wichita, KS 67216

And:

BIGGS PAUL, LLC
Attn. Tyler Paul
3500 N. Rock Road. Bldg. 1100
Wichita, KS 67226

- 14.8 Governing Law, Jurisdiction.** Without regard to its conflicts of laws principles, the laws of the Kansas govern all matters with respect to this Agreement. A party may file and maintain an action to enforce this Agreement in the District Court of Shawnee County, Kansas or, in the case of federal jurisdiction, in the Federal District Court for the District of Kansas.
- 14.9 Successors and Assigns.** This Agreement binds and benefits the parties and their respective successors and assigns.
- 14.10 Entire Agreement.** This Agreement is executed in duplicate originals, each of which shall be considered an original. This Agreement, including the Schedules and Exhibits attached to the Agreement, constitutes the entire agreement and understanding of the Parties. This Agreement supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter of this Agreement except as specifically identified in this Agreement.
- 14.11 Severability.** If any provision of this Agreement is illegal or unenforceable, that provision is severed from this Agreement and the other provisions remain in force.
- 14.12 Amendments.** This Agreement may be amended only by an agreement in writing signed by Purchaser and Seller.
- 14.13 Counterparts.** This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

To evidence the parties' agreement to this Agreement, they have executed and delivered it on the date as first set forth above.

TOPEKA DEVELOPMENT CORPORATION

Approved By:

Robert M. Perez

Dr. Robert M. Perez,
TDC Executive Director

Approved By:

Michael A. Padilla

Michael A. Padilla,
TDC President

PURCHASER

ENDEAVOR HOTEL GROUP, LLC

By:

Roy Arnold

Roy Arnold, President

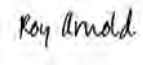
Certificate Of Completion

Envelope Id: DE1C44C3-3F5B-4C75-B6CF-14F6970DF910 Status: Completed
 Subject: Contract 205-01 Purchase and Sale Agreement for Hotel Topeka, Endeavor Hotel Group, LLC
 Department: Other
 Document Type: Contract/Agreement/Addendums/Renewals/Change Order
 Source Envelope:
 Document Pages: 36 Signatures: 3 Envelope Originator:
 Certificate Pages: 5 Initials: 0 Leigha Boling
 AutoNav: Enabled lboling@topeka.org
 EnvelopeId Stamping: Enabled IP Address: 98.168.117.239
 Time Zone: (UTC-06:00) Central Time (US & Canada)


Record Tracking

Status: Original Holder: Leigha Boling Location: DocuSign
 12/17/2025 3:15:49 PM lboling@topeka.org

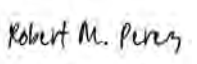
Signer Events

Signer Events	Signature	Timestamp
Roy Arnold roy.arnold@endeavorhotelgroup.com CEO YBR Properties Little Rock LLC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 70.182.251.3	Sent: 12/17/2025 3:16:07 PM Viewed: 12/17/2025 3:30:16 PM Signed: 12/17/2025 3:32:36 PM

Electronic Record and Signature Disclosure:
 Accepted: 12/17/2025 3:30:16 PM
 ID: aa83f62b-9d65-4d4e-a4b1-7e6416e561e8

Michael A. Padilla mayor@topeka.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 98.168.117.239	Sent: 12/17/2025 3:32:38 PM Viewed: 12/17/2025 4:26:23 PM Signed: 12/17/2025 4:31:59 PM
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Electronic Record and Signature Disclosure:
 Accepted: 12/17/2025 4:26:23 PM
 ID: 27bc7113-4ce9-433c-9dd6-22b95e4b82d1

Robert M. Perez rmperez@topeka.org City Manager City of Topeka Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 98.168.117.239	Sent: 12/17/2025 4:32:01 PM Viewed: 12/17/2025 5:01:49 PM Signed: 12/17/2025 5:03:40 PM
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Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
<p>Braxton Copley bcopley@topeka.org Deputy City Manager City of Topeka Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 12/17/2025 5:03:42 PM
<p>Josh McAnarney jmcanarney@topeka.org J Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/31/2023 2:58:23 PM ID: 97cb3ef4-d162-46bc-9c19-b25f8b122c75</p>	<div style="border: 1px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 12/17/2025 5:03:43 PM
<p>Brenda Younger BYounger@topeka.org City Clerk City of Topeka Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 8/17/2021 1:09:56 PM ID: 807f097e-c1b5-4b33-ab43-eedb09cd7ef1</p>	<div style="border: 1px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 12/17/2025 5:03:43 PM
<p>Nick Jefferson njefferson@topeka.org Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 3/24/2025 12:01:24 PM ID: 2d652eed-bbc6-491d-afe9-296dd5698b00</p>	<div style="border: 1px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 12/17/2025 5:03:44 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/17/2025 3:16:08 PM
Certified Delivered	Security Checked	12/17/2025 5:01:49 PM
Signing Complete	Security Checked	12/17/2025 5:03:40 PM
Completed	Security Checked	12/17/2025 5:03:44 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO City of Topeka (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO City of Topeka:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: sschoonover@topeka.org

To advise Carahsoft OBO City of Topeka of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sschoonover@topeka.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO City of Topeka

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sschoonover@topeka.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO City of Topeka

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to sschoonover@topeka.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO City of Topeka as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO City of Topeka during the course of your relationship with Carahsoft OBO City of Topeka.

Topeka Development Corporation (TDC)

June 9, 2026, Meeting

Item No. 8

APPROVAL of \$16,289.25 for the replacement of the York Chiller oil filter at Hotel Topeka.

(Approval would authorize the use of \$16,289.25 for the replacement of the oil filter on the York Chiller. The filter is obsolete and no longer available. The proposal includes supplying and installing a retrofit kit for a new style oil filter. Cost also includes recovering refrigerant from the chiller, draining the existing oil, and removing the current filter assembly.)

Supplemental Documents included:

- Capital Request Form – Hotel Topeka York Chiller Filter
- York Chiller Quote (June 5, 2026)
- Hotel Expense Summary (June 3, 2026)
- Proposed Governing Body Resolution (Authorize Funding)

Capital Request Form

Location

Hotel Topeka at City Center

Scope

This request is for the replacement of the oil filter on the York chiller. The filter is obsolete and no longer available. This proposal includes supplying and installing a retrofit kit for the new style oil filter. This also includes recovering refrigerant from the chiller, draining the existing oil, and removing the current filter assembly.

Proposal #1

Proposal #2

Proposal #3

Date	Vendor	Quote
6/16/2025	Johnson Controls	\$ 16,289.25

Budget

Actual

\$ 16,289.25

If Over Budget Why?

Make sure all proposals at attached

Questions:

- Do they have workers Compensation insurance
- Copy of insurance with our entity additional insured
- What is the warranty on the work performed

Approval:	Wayne Wazlawik	Date	6/8/2026
	General Manager		
Approval:		Date	
	Regional Director of Operations		
Approval:		Date	



Ys oil filter retro fit
Quote Prepared by Kyle McCall
06/05/2026



PROPOSAL

Account Information

Bill To:	HOTEL TOPEKA AT CITY CENTER 1717 SW TOPEKA BLVD TOPEKA KS USA 66612
Quote Reference Number:	1-1RB0A3R5
Project Name:	Ys oil filter retro fit
Site:	HOTEL TOPEKA AT CITY CENTER 1717 SW TOPEKA BLVD TOPEKA KS 66612-1410
Branch Info:	JOHNSON CONTROLS KANSAS CITY MO CB - 0N42
Attn:	Juan Lim

Customer Information

Name: Juan Lim

This proposal is hereby accepted and Johnson Controls Building Solutions LLC ("JC" or "Johnson Controls") is authorized to proceed with the work, subject to credit approval by Johnson Controls, Milwaukee, WI. We propose to furnish the materials and/or perform the work below. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

For the net price of \$14,896.43 (plus applicable taxes) Customer agrees to pay Johnson Controls in full upon completion \$14,896.43 plus applicable taxes according to standard payment terms from date of Invoice. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

This proposal is valid through: 07/05/2026

HOTEL TOPEKA AT CITY CENTER

Johnson Controls Building Solutions LLC.

Signature: _____
 Name: _____
 Title: _____
 Date: _____
 PO: _____

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Proposal Overview

Benefits/Scope of Work:

****Scope of Work Summary for Customer Quote Proposal:****

The existing oil filter on the YS chiller is obsolete and no longer available. This proposal includes supplying and installing a retrofit kit for the new style oil filter. The work will involve recovering refrigerant from the chiller, draining the existing oil, and removing the current filter assembly. The new filter assembly will be installed as per manufacturer specifications. Once installed, the system will be evacuated to remove non-condensables. New oil will be added, and the previously recovered refrigerant will be reintroduced into the system. The chiller will then be started and its operation checked to ensure proper performance and leak-free operation. All work will be completed by qualified technicians in accordance with industry standards and environmental regulations.

Equipment included In Scope of Proposal			
Asset	Customer Tag	Serial Number	Description
SNFM773250	Chiller 2	SNFM773250	Chiller, WC, Screw, >200T

Exclusions:

- 1.Labor or material not specifically described above is excluded from this proposal.
- 2.Unless otherwise stated, any and all overtime labor is excluded from this proposal.
- 3.Applicable taxes or special freight charges are excluded from this proposal.
- 4.Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

CUSTOMER ACCEPTANCE:

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Total sell price is contingent upon the following billing and payment terms: For most Agreements where the proposal amount exceeds \$5,000 (USD or CAD as applicable), Customer agrees to pay Johnson Controls an upfront deposit of 30% or more due NET 30 from date of invoice. Alternatively, for Agreements where the proposal price exceeds \$5,000 Customer may pay Johnson Controls in full NET 10 from date of invoice in exchange for an immediate 2% discount on the total sale price. Johnson Controls is not required to commence work until any agreed to advance payments are received. If Customer is unwilling to agree to either option above for proposals exceeding \$5,000 (if presented), please advise your Johnson Controls representative immediately and a new, repriced proposal will need to be issued to Customer. All invoices will be delivered via email and paid via ACH/EFT bank transfer, with payment due NET 30 (unless Customer has made full payment NET 10 in exchange for a 2% discount). Johnson Controls' ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that Seller is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: NO: This signed contract satisfies requirement

YES: Please reference this PO Number:

AR Invoices are accepted via e-mail: YES: E-mail address to be used:

NO: Please submit invoices via mail NO: Please submit via _____

(IMPORTANT): "JC" or "Johnson Controls" shall mean Johnson Controls Building Solutions, LLC for work performed in the U.S.A. and Johnson Controls Canada LP for work performed in Canada. These terms and conditions are an integral part of JC's offer and form the basis of any agreement (the "Agreement") resulting from JC's proposal for the goods and/or services described. All work is to be performed Monday through Friday during normal JC business hours unless otherwise noted, and JC is authorized to proceed with the work; subject, however, to credit approval by JC.

Terms and Conditions (Rev. 10.01.2025)

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this Agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JC, shall be distributed and installed by others under JC's supervision but at no additional cost to JC. Customer agrees to provide JC with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JC agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JC for any costs or expenses without JC's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JC under this Agreement, JC's obligations under this Agreement expressly exclude any language or provision of the Agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JC and shall not operate to compel JC to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JC's express written consent.

2. INVOICE AND PAYMENTS. JC may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JC an advance payment which shall be credited against the final payment (but not any progress payment) due hereunder. Unless otherwise agreed to by the parties in writing, payments are due Net thirty (30) days from the date of the invoice. Such payment is a condition precedent to JC's obligation to perform any work under this Agreement. If JC consents to payment by credit card in lieu of EFT/ACH, JC may charge additional fees. Invoices shall be paid by Customer via EFT/ACH. Invoicing disputes must be identified in writing by Customer within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice; it is material to JC and will give JC, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JC's obligations under or terminate this Agreement; (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (iii) pay all of JC's costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. JC's election to continue providing future services does not, in any way diminish JC's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JC shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JC otherwise performs services at the premises following suspension, those services shall be

governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JC's efforts to collect payment. Customer shall immediately notify JC in writing and explain the basis of the dispute. Customer will pay all of JC's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received. Customer shall provide financial information requested by JC to verify Customer's ability to pay for goods or services. If Customer fails to provide financial information or if JC, in its reasonable discretion questions Customer's ability or willingness to make payments when due (JC may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies JC may have against Customer. JC shall provide Customer with advance written notice of changes to payment terms.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JC, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JC shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. EQUIPMENT WARRANTY. JC warrants that equipment manufactured or labeled by JC shall be free from defects in material and workmanship arising from normal usage for a period of one year. No warranty is provided for third-party products and equipment installed or furnished by JC. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JC will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JC shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JC, or if JC serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JC in writing. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by JC, such as suggestions as to design use and suitability of the equipment and products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that JC is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the equipment and products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by JC are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment and products.

5. LIMITED WARRANTY. JC warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JC's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JC normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JC BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. JC makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

6. LIABILITY. To the maximum extent permitted by law, in no event shall JC and its affiliates and their respective personnel, suppliers and vendors ("JC Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JC Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JC hereunder.

7. FAR. JC supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JC will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

8. TAXES. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to JC and the applicable taxing authorities. If JC is required to pay any such Taxes or other charges, Customer shall reimburse JC on demand. If any such exemption certificate is invalid, then Customer will immediately pay JC the amount of the Taxes, plus penalties and interest.

9. DELAYS. JC shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JC's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JC, etc.

10. COMPLIANCE WITH LAWS. JC shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

11. PRICING. JC may increase prices upon notice to the Customer to reflect increases in material and labor costs. Prices may be adjusted by JC prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or Taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s). This Agreement is entered into with the understanding that the services to be provided by JC are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by JC, JC reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates.

12. DISPUTES. JC shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For Customers located in Canada, the laws of Ontario shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JC and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JC, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. If JC prevails in any collection action. Buyer will pay all of JC's reasonable collection costs (including legal fees and expenses). Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year

limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

13. INSURANCE. Insurance coverage in excess of JC's standard limits will be furnished when requested and required. No credit will be given or premium paid by JC for insurance afforded by others.

14. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

15. CUSTOMER RESPONSIBILITIES. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JC secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

16. FORCE MAJUERE: JC shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JC to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JC, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JC. If JC's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JC shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JC is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JC will be entitled to extend the relevant completion date by the amount of time that JC was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JC's cost to perform the services, Customer is obligated to reimburse JC for such increased costs, including, without limitation, costs incurred by JC for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by JC in connection with the Force Majeure Event.

17. SAFETY, HEALTH AND HAZARDOUS MATERIALS. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act or similar Canadian laws relating in any way to the project or project site. ACM /Hazardous Materials: Customer shall supply JC with any information in its possession relating to the presence of asbestos-containing materials ("ACM") or hazardous materials at any of its facilities where JC's undertakes any Work or Services that may result in the disturbance of ACM or hazardous materials. JC shall not be responsible for abatement and/or removal and disposal of hazardous materials or ACM. If either Customer or JC becomes aware of or suspects the presence of ACM or hazardous materials that may be disturbed by JC's Work or Services, JC shall immediately stop all work until such ACM or hazardous or unsafe condition is rectified by Owner and Owner so notifies JC in writing that work can safely be resumed, based on test conducted by a licensed testing organization. JC may terminate the Services immediately upon notice to Customer, if JC, in its sole discretion, determines that the Customer's premises are unsafe to be accessed by JC's employees or subcontractors. Timetables for delivery of JC's products or services and the contract price shall be adjusted appropriately for any associated delay.

18. ONE-YEAR CLAIMS LIMITATION. No claim or cause of action, whether known or unknown, shall be brought against JC more than one year after the claim first arose. Except as provided for herein, JC's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

19. DIGITAL ENABLED SERVICES; DATA. If JC provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JC's cloud-hosted software applications. Customer consents to and grants JC right to collect, ingest and use such data to enable JC and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JC products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JC secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ JC software and related equipment installed at Customer facilities and JC cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

20. JC DIGITAL SOLUTIONS. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JC's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the JC General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JC Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generalaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JC and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription

fee for each Renewal Subscription Term will be priced at JC's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

21. Privacy. JC as Processor: Where JC factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. JC as Controller: JC will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JC's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JC's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JC is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

22. ASSIGNMENT. This Agreement is not assignable by the Customer except upon written consent of JC first being obtained. JC shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

23. TERMINATION. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.

If JC's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the JC or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the services, JC may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. JC may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if JC's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

24. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire Agreement between the parties and supersedes any prior representations or understandings. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JC, is hereby objected to and rejected.

25. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon JC unless accepted by JC in writing.

Hotel Topeka Expense Summary

Operating Funded Expenditures (6/3/2026)	Amount
City of Topeka	\$ 382,202.45
Topeka Development Corporation	\$ 4,169,656.51
Operating Totals	\$ 4,551,858.96

2025-B Series Issuance (Hotel Portion)	\$ 8,710,000.00
2025-B Series Interest (Hotel Portion)	\$ 5,382,482.00
Totals	\$ 14,092,482.00

* Purchase Price was \$7,391,457.65

Hotel Capital Expenditures*	Amount
TOPHOTEL - ACTUATORS	\$ 19,106.09
TOPHOTEL - LOCKS	\$ 91,092.00
TOPHOTEL - SPRINKLERS	\$ 7,297.00
CAPEX - STROBE HORN	\$ 632.46
TOPHOTEL - EMERGENCY WA EXTR	\$ 24,058.31
TOPHOTEL - BACKFLOW REPAIR	\$ 9,479.00
TOPHOTEL - DOOR LOCK SERVER	\$ 2,003.64
TOPHOTEL - DRYWALL	\$ 2,971.53
TOPHOTEL - PULL STATION	\$ 2,168.54
TOPHOTEL - VALVE REPLACEMENT	\$ 18,286.60
TOPHOTEL - VALVE REPLACEMENT	\$ 69,344.00
TOPHOTEL - CAPEX ELEVATOR	\$ 32,191.55
Authority for Site Improvements - On Hold - Not Spent	\$ 125,662.00
Chiller	\$ 217,254.24
Fire Actuators - Came in under Authority	\$ 49,747.69
Authority for Site Improvements - On Hold - Rescinded	\$ (125,662.00)
York Chiller	\$ 34,216.74
Totals	\$ 579,849.39

*CAPEX is included in grand total in first table

Year	Month	Day	Object Type	Description	Actuals:	Responsibility	CAPEX vs. Non-CAPEX
2023	June	30	Operational Transfers	TRSF HOTEL TOPEKA DWN PYMT	(\$766,875.00)	City of Topeka	Non-CAPEX
2023	August	18	Individual & Contract Services	OUTSIDE COUNSEL	(\$5,000.00)	City of Topeka	Non-CAPEX
2023	September	7	Individual & Contract Services	OUTSIDE COUNSEL	(\$5,620.00)	City of Topeka	Non-CAPEX
2023	September	18	Individual & Contract Services	OUTSIDE COUNSEL	(\$16,004.79)	City of Topeka	Non-CAPEX
2023	September	5	Operational Transfers	REV HOTEL TOP DOWN PYT TRSF	\$766,875.00	City of Topeka	Non-CAPEX
2023	October	5	Individual & Contract Services	OUTSIDE COUNSEL	(\$14,040.00)	City of Topeka	Non-CAPEX
2023	November	8	Individual & Contract Services	CONSULTING SERVICES	(\$3,416.25)	City of Topeka	Non-CAPEX
2023	November	6	Individual & Contract Services	OUTSIDE COUNSEL	(\$8,775.00)	City of Topeka	Non-CAPEX
2023	November	8	Individual & Contract Services	OUTSIDE COUNSEL	(\$18,931.05)	City of Topeka	Non-CAPEX
2023	November	14	Individual & Contract Services	OUTSIDE COUNSEL	(\$15,064.16)	City of Topeka	Non-CAPEX
2023	December	5	Individual & Contract Services	CONSULTING SERVICES	(\$15,721.18)	City of Topeka	Non-CAPEX
2023	December	31	Individual & Contract Services	CONSULTING SERVICES	(\$17,672.50)	City of Topeka	Non-CAPEX
2023	December	31	Capital Outlay	CORR TOPHOTEL - LOCKS	\$430.18	Topeka Development Corporation	CAPEX
2023	December	31	Supplies	CORR TOPHOTEL - OP RESERVE	(\$430.18)	Topeka Development Corporation	Non-CAPEX
2023	December	18	Insurance	DIRECTORS & OFFICERS PREMIUM	(\$132.47)	Topeka Development Corporation	Non-CAPEX
2023	December	31	Individual & Contract Services	HOTEL TOPEKA SYSTEMS ASSES	\$0.00	City of Topeka	Non-CAPEX
2023	December	31	Individual & Contract Services	HOTEL TOPEKA SYSTEMS ASSESSMEN	(\$141,912.00)	City of Topeka	Non-CAPEX
2023	December	14	Individual & Contract Services	OUTSIDE COUNSEL	(\$12,337.10)	City of Topeka	Non-CAPEX
2023	December	31	Supplies	TOP HOTEL - OPERATING RES #1	(\$18,664.91)	Topeka Development Corporation	Non-CAPEX
2023	December	31	Supplies	TOP HOTEL - OPERATING RES #2	(\$150,000.00)	Topeka Development Corporation	Non-CAPEX
2023	December	1	Supplies	TOP HOTEL - OPERATING RESERVE	(\$130,904.91)	Topeka Development Corporation	Non-CAPEX
2023	December	31	Supplies	TOP HOTEL OP RES ROUND	\$0.09	Topeka Development Corporation	Non-CAPEX
2023	December	1	Capital Outlay	TOPHOTEL - ACTUATORS	(\$19,106.09)	Topeka Development Corporation	CAPEX
2023	December	1	Capital Outlay	TOPHOTEL - LOCKS	(\$91,092.00)	Topeka Development Corporation	CAPEX
2023	December	1	Capital Outlay	TOPHOTEL - SPRINKLERS	(\$7,297.00)	Topeka Development Corporation	CAPEX
2024	January	1	Insurance	DIRECTORS & OFFICERS PREMIUM	(\$649.53)	Topeka Development Corporation	Non-CAPEX
2024	February	6	Individual & Contract Services	ASSET MANAGER SERVICES	(\$5,418.75)	City of Topeka	Non-CAPEX
2024	February	29	Capital Outlay	CAPEX - STROBE HORN	(\$632.46)	Topeka Development Corporation	CAPEX
2024	February	6	Individual & Contract Services	CONSULTING SERVICES	(\$4,918.75)	City of Topeka	Non-CAPEX
2024	February	29	Supplies	OPS FUNDING REQUEST #2	(\$227,355.00)	Topeka Development Corporation	Non-CAPEX
2024	February	29	Capital Outlay	TOPHOTEL - EMERGENCY WA EXTR	(\$24,058.31)	Topeka Development Corporation	CAPEX
2024	March	31	Supplies	2024 TDC OPS TRSF #4	(\$215,851.00)	Topeka Development Corporation	Non-CAPEX
2024	March	5	Individual & Contract Services	CONSULTING SERVICES	(\$8,013.19)	City of Topeka	Non-CAPEX
2024	March	14	Individual & Contract Services	CONSULTING SERVICES	(\$5,000.00)	City of Topeka	Non-CAPEX
2024	March	4	Individual & Contract Services	HOTEL TOPEKA SYSTEMS ASSESSMEN	(\$15,768.00)	City of Topeka	Non-CAPEX
2024	March	31	Capital Outlay	TOPHOTEL - BACKFLOW REPAIR	(\$9,479.00)	Topeka Development Corporation	CAPEX
2024	March	31	Capital Outlay	TOPHOTEL - DOOR LOCK SERVER	(\$2,003.64)	Topeka Development Corporation	CAPEX
2024	March	28	Capital Outlay	TOPHOTEL - DRYWALL	(\$2,971.53)	Topeka Development Corporation	CAPEX
2024	March	28	Capital Outlay	TOPHOTEL - PULL STATION	(\$2,168.54)	Topeka Development Corporation	CAPEX

Year	Month	Day	Object Type	Description	Actuals:	Responsibility	CAPEX vs. Non-CAPEX
2024	April	3	Maintenance	100W LMP#41013 14000LM	(\$2,250.00)	Topeka Development Corporation	Non-CAPEX
2024	April	29	Maintenance	5127UMB BANK NA	(\$1,620.00)	Topeka Development Corporation	Non-CAPEX
2024	April	9	Individual & Contract Services	CONSULTING SERVICES	(\$12,567.88)	City of Topeka	Non-CAPEX
2024	April	16	Capital Outlay	TOPHOTEL - VALVE REPLACEMENT	(\$18,286.60)	Topeka Development Corporation	CAPEX
2024	May	7	Individual & Contract Services	CONSULTING SERVICES	(\$8,176.72)	City of Topeka	Non-CAPEX
2024	May	22	Individual & Contract Services	TOPHOTEL - AUDIT SERVICES	(\$26,747.80)	Topeka Development Corporation	Non-CAPEX
2024	May	14	Capital Outlay	TOPHOTEL - VALVE REPLACEMENT	(\$69,344.00)	Topeka Development Corporation	CAPEX
2024	June	7	Individual & Contract Services	CONSULTING SERVICES	(\$10,840.96)	City of Topeka	Non-CAPEX
2024	July	5	Individual & Contract Services	CONSULTING SERVICES	(\$11,262.50)	City of Topeka	Non-CAPEX
2024	July	9	Supplies	TOPHOTEL - OPERATING FUND	(\$178,323.09)	Topeka Development Corporation	Non-CAPEX
2024	August	8	Individual & Contract Services	CONSULTING SERVICES	(\$9,077.50)	City of Topeka	Non-CAPEX
2024	August	30	Supplies	TOPHOTEL - OPERATING FUND	(\$200,170.00)	Topeka Development Corporation	Non-CAPEX
2024	September	24	Miscellaneous	5127UMB BANK NA	(\$13.50)	City of Topeka	Non-CAPEX
2024	September	4	Individual & Contract Services	ASSET MANAGER SERVICES	(\$1,972.50)	City of Topeka	Non-CAPEX
2024	September	4	Individual & Contract Services	CONSULTING SERVICES	(\$5,672.22)	City of Topeka	Non-CAPEX
2024	September	22	Insurance	DIRECTORS & OFFICERS PREMIUM	(\$786.25)	Topeka Development Corporation	Non-CAPEX
2024	October	7	Individual & Contract Services	CONSULTING SERVICES	(\$3,825.93)	City of Topeka	Non-CAPEX
2024	October	15	Supplies	TOPHOTEL - OPERATING FUND	(\$174,405.00)	Topeka Development Corporation	Non-CAPEX
2024	November	15	Supplies	5127UMB BANK NA	(\$281.51)	City of Topeka	Non-CAPEX
2024	November	7	Individual & Contract Services	CONSULTING SERVICES	(\$7,405.00)	City of Topeka	Non-CAPEX
2024	December	5	Individual & Contract Services	CONSULTING SERVICES	(\$9,622.50)	City of Topeka	Non-CAPEX
2024	December	31	Individual & Contract Services	CONSULTING SERVICES	(\$1,398.75)	City of Topeka	Non-CAPEX
2024	December	16	Supplies	TOPHOTEL - OPERATING FUNDING	(\$196,386.00)	Topeka Development Corporation	Non-CAPEX
2025	February	16	Supplies	CONSULTING SERVICES	(\$600.00)	City of Topeka	Non-CAPEX
2025	February	6	Supplies	TOPHOTEL - OPERATING FUND REQ	(\$71,449.00)	Topeka Development Corporation	Non-CAPEX
2025	January	14	Capital Outlay	TOPHOTEL - CAPEX ELEVATOR	(\$32,191.55)	Topeka Development Corporation	CAPEX
2025	April	22	Supplies	TOPHOTEL - OPERATING FUNDING	(\$168,297.00)	Topeka Development Corporation	Non-CAPEX
2025	March	3	Individual & Contract Services	CONSULTING SERVICES	(\$1,222.50)	City of Topeka	Non-CAPEX
2025	April	3	Individual & Contract Services	CONSULTING SERVICES	(\$582.50)	City of Topeka	Non-CAPEX
2025	May	3	Individual & Contract Services	CONSULTING SERVICES	(\$3,397.50)	City of Topeka	Non-CAPEX
2025	June	3	Individual & Contract Services	CONSULTING SERVICES	(\$582.50)	City of Topeka	Non-CAPEX
2025	July	3	Individual & Contract Services	CONSULTING SERVICES	(\$798.75)	City of Topeka	Non-CAPEX
Null	Null	Null	Capital Outlay	Site Improvement	(\$125,662.00)	Topeka Development Corporation	CAPEX
Null	Null	Null	Capital Outlay	Site Improvement (Removed)	\$125,662.00	Topeka Development Corporation	CAPEX
2024	December	12	Capital Outlay	Chiller	(\$217,254.24)	Topeka Development Corporation	CAPEX
2024	November	11	Capital Outlay	Fire Actuators	(\$49,747.69)	Topeka Development Corporation	CAPEX
2025	June	4	Individual & Contract Services	TOPHOTEL - OPERATING FUNDING	(\$291,086.00)	Topeka Development Corporation	Non-CAPEX
2025	April	20	Individual & Contract Services	TopHotel Audit Services	(\$27,215.05)	Topeka Development Corporation	Non-CAPEX
2025	July	1	Capital Outlay	CAPEX - Trane Chiller	(\$34,216.74)	Topeka Development Corporation	CAPEX
2025	July	21	Individual & Contract Services	TOPHOTEL - OPERATING FUNDING	(\$283,860.00)	Topeka Development Corporation	Non-CAPEX
2025	August	26	Individual & Contract Services	TOPHOTEL - OPERATING FUNDING	(\$291,496.00)	Topeka Development Corporation	Non-CAPEX
2025	August	31	Individual & Contract Services	CONSULTING SERVICES	(\$1,222.50)	City of Topeka	Non-CAPEX
2025	October	2	Individual & Contract Services	CONSULTING SERVICES	(\$141.25)	City of Topeka	Non-CAPEX
2025	October	30	Supplies	TOPHOTEL - OPERATING FUND	(\$342,468.00)	Topeka Development Corporation	Non-CAPEX
2025	October	22	Insurance	DIRECTORS & OFFICERS PREMIUM	(\$925.00)	Topeka Development Corporation	Non-CAPEX
2025	November	1	Individual & Contract Services	CONSULTING SERVICES	(\$291.25)	City of Topeka	Non-CAPEX
2025	December	2	Revenue	FEMA Rebate	\$24,166.49	City of Topeka	Non-CAPEX
2026	February	3	Individual & Contract Services	TOPHOTEL - OPERATING FUNDING	(\$112,319.00)	Topeka Development Corporation	Non-CAPEX
2026	April	9	Individual & Contract Services	TOPHOTEL - OPERATING FUNDING	(\$149,259.00)	Topeka Development Corporation	Non-CAPEX
2026	April	20	Individual & Contract Services	TopHotel Audit Services	(\$34,782.20)	Topeka Development Corporation	Non-CAPEX
2026	May	28	Individual & Contract Services	TOPHOTEL - OPERATING FUNDING	(\$292,405.00)	Topeka Development Corporation	Non-CAPEX
2026	November	1	Individual & Contract Services	CONSULTING SERVICES -GILMORE & BELL	(\$1,800.00)	City of Topeka	Non-CAPEX

1 RESOLUTION NO. _____

2
3 A RESOLUTION introduced by City Manager Dr. Robert M. Perez regarding a capital
4 request for repairs to the York Chiller at Hotel Topeka.

5
6 WHEREAS, the City has received a request from the Topeka Development
7 Corporation (TDC) for funding service elevator repair; and

8 WHEREAS, the Governing Body acknowledges the request for funding should be
9 authorized.

10 NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
11 CITY OF TOPEKA, KANSAS, that funding for the cost to repair the York Chiller at Hotel
12 Topeka in the amount of \$16,289.25 is hereby authorized.

13 ADOPTED and APPROVED by the Governing Body on _____.

14 CITY OF TOPEKA, KANSAS

15
16
17
18 _____
19 Spencer L. Duncan, Mayor

20 ATTEST:

21
22
23
24 _____
25 Brenda Younger, City Clerk