

June 13, 2024

Mr. Keith Lee  
Chief Financial Officer  
City of Lawrenceville  
70 South Clayton Street  
PO Box 2200  
Lawrenceville, GA 30046



1020 N. Fairfax Street  
Suite 320  
Alexandria, VA 22314  
Phone: (703) 838-9707

Email: [keith.lee@lawrencevillega.org](mailto:keith.lee@lawrencevillega.org)

***Re: The Lawrence Hotel, a Tapestry Collection by Hilton, Lawrenceville, GA***

Dear Mr. Lee:

REVPAR International, Inc. is pleased to submit this proposal for our services in connection with undertaking consulting/advisory services relative to the above-referenced hotel.

## ABOUT REVPAR INTERNATIONAL

REVPAR International, Inc. is a full-service advisory and asset management firm exclusively dedicated to the hospitality (lodging) industry. The firm was established in 1992, giving it 30+ years of successful service to the hospitality industry and its various stakeholders. During that time, we have undertaken thousands of hospitality-related projects, including market studies, appraisals, acquisition analysis, and asset management assignments. For a list of projects undertaken by the professionals at REVPAR International, please visit our website at [www.revparintl.com](http://www.revparintl.com). Additional information on REVPAR International is provided in the Addenda.

Specific to technical services and asset management, REVPAR International's advisors are trusted, experienced individuals working on behalf of a variety of owners, operators, and other participants in the hospitality industry. As asset managers, REVPAR International's advisors act as fiduciaries for ownership and other non-operational stakeholders in the hotel asset seeking to accomplish the objectives of such clients through a wide variety of assignments. Essentially, we are here to assist our clients achieve higher financial returns on their hospitality investments and/or create enduring value in a lodging asset.

## UNDERSTANDING THE ENGAGEMENT

We understand that the City of Lawrenceville is issuing bonds to support the development of an upscale hotel in downtown Lawrenceville. At this time, you may require general advisory and technical services on a variety of items on an as-needed basis during the financing, pre-development, development, construction and pre-opening periods of the project. Once the hotel opens, you may require asset management services to ensure that the hotel operator's objectives remain aligned with that of the City of Lawrenceville's going forward. Based on the foregoing, our approach to the assignment has been divided into two separate components as follows:

- Component 1 – Technical Advisory and Pre-Opening Services
- Component 2 – Asset Management Services

We have described each of the components in more detail on the following pages.

## METHODOLOGY

### COMPONENT 1 – TECHNICAL ADVISORY AND PRE-OPENING SERVICES

REVPAR International will advise and/or assist you as Owner on an as-needed basis (or more frequently if requested) during the financing, development and construction process relative to the hotel project. In

essence, the objective of our technical services is to provide you with on-going access to our knowledge base, experience and contacts within the industry, which in turn can be used by you to make the most informed decisions as regards the project and the operator's decisions so as to bring it to fruition in an expeditious and cost-effective manner. Examples of the technical services that can be provided under this agreement include, but are not necessarily limited to, the following areas of assistance:

1. Review, negotiate and/or advise on the hotel management agreement to be secured with 3<sup>rd</sup> party hotel operator;
2. Assist with pertinent advice and analysis relative to the upcoming bond offering which will provide financing for the hotel;
3. Attend meetings as needed or requested between Owner and/or any of its consultants or team members to review pertinent aspects of the project and development;
4. Recommend/suggest or validate any value engineering to assist in meeting budget objectives;
5. Undertake market research and due diligence work as needed;
6. Assist Owner with any brand or financing/lender issues or requests as needed;
7. Review, negotiate and/or advise on the value/relevancy of any proposed leases, technical services, operating agreements put forth by the hotel operator or 3<sup>rd</sup> parties for services or products to be used at the Asset and assist in direct negotiations with the vendors on behalf of ownership and/or the Hotel Operator;
8. Evaluation of and assistance in interpretation of any terms of the hotel management or franchise agreement;
9. Review and approve the pre-opening budget for subsequent Owner approval; this includes all pre-opening labor, OS&E, sales and marketing programs, and IT;
10. Review and approve pre-opening payments to hotel operator based on submitted invoices;
11. Evaluation of key staff:
  - a. Review credentials and experience of proposed new hires to the hotel executive management team and interview all such candidates on behalf of Owner; subsequently make recommendations to Owner, as appropriate.
  - b. Review compensation packages of key executive management personnel for reasonableness and approval by ownership. The executive management team is defined as the General Manager, Director of Finance, Rooms Director, Director of Sales and Marketing, Director of Revenue Management, F&B Director, Human Resource Director, Chief Engineer, Executive Housekeeper, and the Executive Chef;
12. Evaluate pre-opening marketing and sales efforts for Asset with the objective of assessing budgets and ROI and ability to create awareness in pertinent markets;
13. If needed, we will recommend potential PR agencies for the Asset and, at Owner's request, conduct a formal or informal "RFP-style" process to select an agency for the Asset;
14. Assist in the arrangement of appropriate opening functions and ceremonies for the Asset;
15. Participate in brand and operator inspections and reviews from time-to-time in coordination with Project Manager, as applicable, during the construction and pre-opening period, as the Owner may request; and
16. Use our efforts as reasonably expected in our capacity as an advisor to do all other things reasonably necessary for the proper and timely opening of the Asset in accordance with industry standards, within the confines of the Pre-Opening Budget.

Please note that our advice and recommendations are not intended for the purpose of determining constructability or compliance with applicable codes and laws.

## **COMPONENT 2 – ASSET MANAGEMENT SERVICES**

Upon receipt of the annual budget plan and based upon your authorization to proceed, REVPAR International will provide on-going asset management services to the City of Lawrenceville, acting as their

owner's representative with the hotel management team.

Prior to commencing the work, we will meet with you to discuss and understand your overall objectives of the Asset over the short and long term - to include sales and marketing, guest satisfaction, financial, and human resources, among others, along with any specific strategies anticipated, and the time frame over which that is to occur. These objectives will then be used as the basis of our asset management strategy and tasks while asset managing the hotel on your behalf. We can also discuss the advantages, disadvantages, opportunities and limitations associated with your financial objectives for the Asset and our strategy to achieve them.

### **ANNUAL BUDGET PLAN**

Initially, we will review and approve the annual budget plan for the first operating year of the Asset in conformance with the terms of the hotel management agreement. If such first operating year is shorter than six months, we will review the plan for the second operating year. The annual budget plan shall be generated and provided to Owner by Operator according to the terms of the hotel management agreement, but typically at least 30 to 60 days prior to the anticipated opening date. Once the annual budget plan has been approved, we will then begin our on-going asset management services, which are summarized in the following tasks.

### **WEEKLY/MONTHLY ASSET MANAGEMENT SERVICES**

1. Review monthly financial statements and related reports of management and analyze performance, where applicable, against budget, comparable hotels, competitive hotels, and owner's expectations/objectives.
2. Review weekly and monthly STR reports.
3. Participate in monthly Owner meeting and question management with respect to financial performance, sales and marketing trends, and general operations and CapEx.
  - a) Assist/coach management in the identification and exploitation of new revenue opportunities if and as available in order to boost positioning, guest experience and profitability.
  - b) Assist/coach management in the identification of opportunities to reduce particular expenses together with the potential risks and profitability enhancements associated with such cost cutting.
  - c) Monitor the performance of management and assist and coach management in identifying areas with potential for improvement or areas where management may not be in full compliance with current industry standards.
4. Review monthly (and quarterly) forecasts submitted by management and analyze same against the annual operating budget, year-to-date trending, current booking pace, and reservation levels, etc.
5. Maintain current knowledge of Asset and corporate initiatives and proposed changes in delivery standards that have the potential to positively or negatively impact the performance of the Asset or its ability to service its guests and groups.
6. Review weekly and monthly social media reports on hotel, and all guest service-related reports and scores on the Asset to ensure that it meets and ideally exceeds customer expectations and ranks within the defined top ranking of the brand system.
7. Ongoing review of Asset's market position and competitive set position to ensure that the Asset is properly positioned against its most consistent and direct competitors.
8. Monitor local and regional economic, demographic and legal developments (e.g., employment trends, capital market movements, zoning changes, etc.) that have the potential to materially impact the Asset (either positively or negatively) and develop strategies to accentuate or mitigate, as the case may be, the impact thereof on the Asset.
9. Participate in weekly revenue management and operations call.
10. Ongoing review and analysis of all pricing policies and other revenue centers together with a detailed analysis of major line-item expenses including departmental expenses, undistributed expenses, and

fixed charges.

11. Review and analysis of any capital requests submitted by management so that we can develop recommendation as to their need and ROI potential to the Asset.
12. Review and analysis of any proposed equipment leases, space leases, licenses, concessions or similar arrangements concerning the Asset put forth by management for owner approval.
13. Monitor hospitality industry developments (e.g., employment issues, union factors, ADA legislation, occupancy tax trends, etc.) that have the potential to materially impact the Asset (either positively or negatively) and develop strategies to accentuate or mitigate, as the case may be, the impact thereof on the Asset operation.
14. Assist management company on large CapEx projects but not directly conduct any PM services.
15. Review menu engineering and make recommendations/suggestions on proposed outlet and catering menu changes.
16. Assist property level team with engaging parent brand from ownership perspective to address issues at Asset in a more timely, efficient fashion.
17. Review, comment, and negotiate potential extensions/addendums to the HMA.
18. Periodically evaluate and comment on PR strategy, digital media, ROAS performance, and other media.

Please note that we would plan to visit the Asset once every other month, typically done in conjunction with distribution and review of the monthly financial package provided by the Operator to the Owners. For the interim months, we would conduct the meeting virtually.

#### ANNUAL ASSET MANAGEMENT SERVICES

1. Review Annual Budget Package/Plan as submitted by Operator, to include:
  - a. Financial operating budget
  - b. Sales and marketing plan
  - c. Management's assessment of the Asset's competition, its competitive position, changing market mix and local visitation trends; review of any large group accounts and other sources of demand
2. Question management accordingly to ensure that the marketing plan creates a well-conceived basis for pricing and other operational decision-making in the year ahead.
3. Review and thoroughly analyze management's proposed annual operating budget, especially as it evolves from the marketing plan and perceived changes in the local operating environment. Compare budget to the actual and/or budgeted performance of comparable hotels.
4. Question and challenge management, as appropriate, in order to ensure that the annual operating plan is sufficiently aspirational without being unrealistic.
5. Evaluate the hotel's cost of acquisition by channel/market segment.
6. Make approval recommendation to ownership, as appropriate, and "benchmark" Asset's actual financial results against such approved annual budget thereafter.
7. Review and thorough analysis of management's proposed annual capital plan and any justification thereof. Thoroughly question and challenge management with respect to the return-on-investment or other support for any given capital project in order to ensure that funds are invested strategically.
8. Review timing of capital projects with respect to displacement of business, as necessary, in order to minimize same.
9. Review material contracts for goods and services (including insurance policies, if applicable) utilized by management and "benchmark" same against the "market" for such goods and services adjusting, as necessary, to ensure a fair comparison.
10. Review the Asset's or management's relationships with vendors or service providers, if any, and the cost-benefit of such relationship.
11. Review credentials and experience of on-site management team.
12. Evaluate real estate assessments (if applicable) for opportunities to successfully challenge values and

realize savings on ad valorem taxes. As appropriate, recommend 3<sup>rd</sup> party experts to challenge local assessments and assist such experts in order to maximize prospects for success.

In conjunction with the delivery of the Annual Plan by the Operator to ownership (typically about 30 to 45 days out from January 1<sup>st</sup>), we would plan to visit the Asset and have the Operator present the Annual Plan to us, along with ownership, along with their supporting rationale and strategies in achieving it. From here, we will make recommended changes to the plan as appropriate until it is finalized and approved by Ownership.

#### QUARTERLY OR AS-NEEDED ASSET MANAGEMENT SERVICES

1. **Interview Management Candidates** – Review credentials and experience of proposed new hires to the management team. Interview all such candidates on behalf of Client and make recommendations to Client, as appropriate.
2. **Quarterly Operational Review Meetings** – In our experience, it is helpful to organize quarterly meetings at the Asset with ownership and management to review all aspects of current operations and the current forecast.
3. **Evaluation and Recommendation of Sales and Marketing Affiliations** – Evaluate all marketing and sales affiliations of the Asset with the objective of increasing revenue and awareness of the Asset to all its target and aspiration markets. If needed, REVPAR will recommend potential new agencies for the Asset and, at Client's request, conduct a formal or informal "RFP-style" process to select an agency for the Asset. The Asset Manager will also assist Owner in the negotiation of key contracts with any sales and marketing agency.

#### EXCLUDED SERVICES

The above Services are not intended to include (i) any advisory or asset manager services of a type that are not generally provided within the above scope, (ii) "extraordinary" advisory or asset management services that would not generally be contemplated within agreements of this type or provided to the Asset in consideration for the compensation described herein, or (iii) specialized services that are only properly provided by specifically licensed or credentialed professionals. Among the excluded services, without limitation, are the following:

- Accounting or preparation of annual or monthly profit and loss statements;
- Acquisition due diligence services;
- Appraisal or formal valuation services;
- Hotel brand changes, evaluation, or negotiation;
- Capital project management services;
- Design, construction, engineering, mechanical, structural, electrical or similar services;
- Detailed market research, consumer surveys, focus groups, or similar services;
- Forensic accounting, auditing, fraud detection, or bookkeeping services;
- Insurance loss adjustment and related advisory services;
- Legal advice or services, including litigation support services;
- Management/operator changes, evaluation, or negotiation;
- Negotiation and finalization of major ground leases or hotel management agreements;
- Negotiation of joint venture or partnership agreements or loan documents, etc.;
- Origination of debt and equity;
- Preparation and prosecution of challenges to ad valorem tax assessments;
- Promotional, public relations and media relations services;
- Real estate brokerage; and
- Others.

Some of the foregoing services may be offered by or available through REVPAR or its strategic partners even though they are not contemplated as services to be provided to the City of Lawrenceville and under this Agreement. The City of Lawrenceville may negotiate a separate agreement with REVPAR with respect to any Excluded Services that they desire to have REVPAR provide with respect to the Asset and as to which REVPAR is otherwise qualified to perform.

Also, in any instance where an aspect of the hotel operations falls outside our field of expertise, we would look to hire a 3<sup>rd</sup> party expert as needed (based upon your approval) to assist in those areas. Examples include IT-setup, insurance risk management, property condition reports, facility engineering, legal issues, etc.

## DELIVERABLES

All REVPAR International deliverables will be submitted to you electronically in Adobe PDF format. Following are the deliverables for each component:

- Component 1 – REVPAR International will prepare letters/memos as needed.
- Component 2 – REVPAR International will utilize a proprietary model to submit a MAME (Monthly Asset Management Evaluation) report by the end of the month for the previous month. REVPAR's MAME report summarizes and analyzes financial and operation information, as well as highlights key metrics, relevant data, and our findings and conclusions about the Operator's recent achievements or lack thereof, for Asset for the previous month and on a cash basis.

## PROFESSIONAL FEES, EXPENSES AND RETAINER

Our professional fees for undertaking the above assignment are based on our hourly rates multiplied by the time required to complete the assignment. Our hourly billing rates are as follows:

|                      |                      |
|----------------------|----------------------|
| Project Director     | \$565.00 to \$610.00 |
| Project Managers     | \$250.00 to \$425.00 |
| Analysts             | \$125.00 to \$240.00 |
| Administrative Staff | \$100.00             |

Based on the foregoing, our professional fees for providing the services outlined will be as follows.

|                                                          |                                         |
|----------------------------------------------------------|-----------------------------------------|
| Component 1 - Technical Advisory Services <sup>(1)</sup> | Hourly up to a max of \$8,500 per month |
| Component 2 - Asset Management Services <sup>(2)</sup>   |                                         |

|                  |                                                                                     |
|------------------|-------------------------------------------------------------------------------------|
| Base Monthly Fee | One percent (1.0%) of total revenues or \$8,500.00 per month, whichever is greater. |
|------------------|-------------------------------------------------------------------------------------|

|                                |                                                                                               |
|--------------------------------|-----------------------------------------------------------------------------------------------|
| Incentive Asset Management Fee | 2.0% of change in year-over-year EBITDA (Before Reserve & Operator IMF) starting with Year 3. |
|--------------------------------|-----------------------------------------------------------------------------------------------|

Notes: <sup>(1)</sup> The quoted fees are for the first 4 months. After the initial 4 months, The City of Lawrenceville and REVPAR agree to meet to discuss the progress of the assignment and, based on that review, will review the terms of the Agreement and any need to revise the fee structure going forward.

<sup>(2)</sup> The quoted monthly fees are for the first 12 months. After the first year, The City of Lawrenceville and REVPAR agree to meet to discuss the progress of the assignment and, based on that review, will review the terms of the Agreement and any need to revise them going forward.

In addition, we request reimbursement for out-of-pocket expenses incurred in performance of the assignment such as travel, subsistence of the consultants, during fieldwork, telephone, economic/demographic information, and overnight courier services. Please note that all asset management assignments are charged an annual \$1,250 flat fee for IT costs and access to secondary data sources such as *CoStar* data, *CBRE Benchmarkers*, etc.

## BILLING

We will invoice the City of Lawrenceville for our fees each month. As is customary in assignments of this nature, we request a retainer prior to commencing the work. *REVPAR* shall apply the retainer against the last bill. All fees and expenses are payable prior to submission of any final deliverable or report.

This Proposal assumes that *REVPAR* is engaged to perform traditional technical advisory and asset management services on behalf of the City of Lawrenceville as the entity in control of the Asset. Please be advised that portions of this Proposal, including, without limitation, the quoted fee and engagement term, may need to be revised if *REVPAR*'s role were to materially change from that contemplated herein.

## TIMING

Based on current commitments, we would be prepared to commence the assignment immediately upon your authorization to proceed and receipt of the requested retainer. Barring any unusual circumstances, timing for each component will be as follows:

Component 1 – We will be available to you on an as needed basis.

Component 2 – Upon the opening date of the hotel.

## TERM AND TERMINATION

The City of Lawrenceville and *REVPAR* agree to meet 4 months and 12 months after the Effective Date of Component 1 and Component 2, respectively, to discuss the progress of the assignment and, based on that review, will review the terms of the Agreement and any need to revise them going forward.

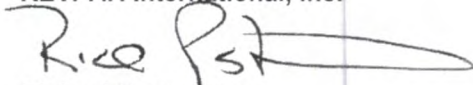
Notwithstanding anything to the contrary contained or implied herein the City of Lawrenceville shall have the right to terminate our Component 1 services upon thirty (30) days prior written notice to *REVPAR*. Specific to Component 2, the City of Lawrenceville shall have the right to terminate our Component 2 services upon sixty (60) days prior written notice to *REVPAR*. In the event of a termination of our Component 1 services, there is no termination fee. In the event of termination of our Component 2 services in this Agreement by the City of Lawrenceville prior to the end of the initial 12-month period of the formal opening date of the hotel, *REVPAR* shall be entitled to an early termination fee equal to two (2) months of professional fees.

## ACCEPTANCE

If the foregoing correctly states the nature of the work you wish undertaken at this time, you agree to the *General Provisions* on the following page, and arrangements are satisfactory, please sign a copy of the "Acceptance and Retainer Invoice" page (provided on the last page) and return it to us, as our authorization to schedule the assignment. If you have any questions or require further explanation, please let us know.

We certainly appreciate the opportunity to submit this proposal and look forward to working with you on this interesting assignment.

Sincerely,  
**REVPAR International, Inc.**



Richard E. Pastorino  
CEO/Principal

## GENERAL PROVISIONS

### SCOPE OF WORK

REVPAR International shall perform the services defined in this proposal provided that this proposal is properly executed within thirty (30) days. Otherwise, the proposal shall be deemed null and void and no services will be provided in connection therewith.

All Services rendered by REVPAR<sup>®</sup> hereunder shall be performed to the best of REVPAR's ability in the best interests of the Client with respect to the Subject Hotel. REVPAR shall perform the Services and tender its recommendations with a view toward (a) maximizing the profits of the Subject Hotel and (b) creating the maximum asset value in the Subject Hotel, always consistent with the precepts of prudent real estate and lawful, safe hospitality operations. To the extent that REVPAR is made aware of specific objectives and intentions of the Client with respect to the Subject Hotel or any aspect thereof, then REVPAR shall discharge its obligations hereunder with such specific objectives and intentions in mind. ***The Client expressly acknowledges that any recommendations made by REVPAR in the course of performing the Services hereunder necessarily involve subjective judgments and may result in unintended, adverse consequences. REVPAR shall not be responsible for any such negative consequences so long as REVPAR acted in good-faith and with reasonable care and diligence.***

### PAYMENTS

Subsequent to receiving the "retainer," REVPAR International will invoice the Client upon completion of each component or on a monthly basis at rates shown in the "Professional Fees" section. Any estimates of professional fees or expenses as stated in the proposal shall not be construed as a fixed quote but only an estimate unless otherwise specifically stated in this proposal. REVPAR International will provide any additional services over and above the defined scope at our standard hourly rates unless other arrangements are agreed to in writing. The professional fees and hourly rates provided are valid for ninety (90) days from the date of this proposal unless otherwise stated in the proposal.

REVPAR International also requires reimbursement for out-of-pocket expenses incurred in performance of the assignment, such as travel, meals, and lodging. Such out-of-pocket expenses shall be billed to the Client at cost without mark-up or premium. In addition to the foregoing, all projects are charged a flat fee for economic-demographic data and IT costs.

Payments will be due and payable in full within thirty (30) days of the date of the invoice. If fees and expenses that have been invoiced to the Client are not paid in full within thirty (30) days of the due date, REVPAR International reserves the right to pursue all lawful remedies including work stoppage and retention of all documents. In the event a lien or suit is filed or arbitration is sought to collect overdue payments under the Agreement, the Client agrees that the prevailing party shall be entitled to collect for its legal fees, court costs, and all other expenses reasonably related to the claim in question. In the event the Client fails to pay an invoice in full, REVPAR International shall have the right to institute collection procedures. The Client shall be responsible for all costs of collection including litigation costs, reasonable attorney's fees, and court costs.

### OWNERSHIP OF DOCUMENTS

All reports, data, calculations, and supporting records or materials acquired, compiled or prepared by REVPAR International as instruments of services shall remain the property of REVPAR International. During the course of the assignment, REVPAR International will deliver the stated deliverables per the proposal. Under no circumstances shall the Client be entitled to any proprietary computer models, which have been

specifically designed by REVPAR International for the preparation of hospitality-related feasibility studies, valuations, and appraisals, among other analyses. These models will remain the property of REVPAR International, Inc.

The Client agrees that all reports and other work furnished to the Client or its agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever.

### USE AND DISTRIBUTION OF DELIVERABLES

Our report and any associated materials submitted to the Client may not be used in any prospectus or printed material used in connection with the sale of securities or real estate, or participation interests to the public, or in any newspaper publicity or other public forum, without our express prior written consent. The scope of our study and reports thereon will not include the possible impact of zoning or environmental regulations, licensing requirements, or other restrictions concerning the proposed project except where such matters have been brought to our attention and are disclosed in the report.

Reuse of any material described above by the Client on extensions of this project or on any other project without REVPAR International's written authorization shall be at the Client's risk, and the Client agrees to indemnify, defend, and hold harmless REVPAR International from all claims, damages and expenses, including attorney's fees, arising out of such unauthorized use or reuse.

### AGENCY, LIABILITY & INDEMNITY

In taking any action pursuant to this Agreement, REVPAR will be acting as an agent for the Client subject to the conditions and limitations hereunder, and all debts and liabilities to 3<sup>rd</sup> persons incurred by REVPAR in the course of its activities hereunder, shall be the debts and liabilities of the Client and REVPAR shall not be liable for any such debts or liabilities. Nothing in this Agreement shall be constructed as (a) creating a partnership or any other relationship between the parties hereto, except that of principal and agent, or (b) as requiring REVPAR to bear any portion of any losses arising out of or connected with the Subject Hotel or operations of the Subject Hotel. REVPAR, including its agents, employees and subcontractors, shall not be liable to the Client, the management team or to any other person or entity for any act or alleged act of omission, negligence or gross negligence in the performance of or arising from this Agreement, excepting only fraud. the Client shall indemnify REVPAR, including its officers, employees, agents and subcontractors (individually and collectively, the "Indemnitees"), from and against any and all damages, including attorney's fees and other litigation defense costs, which the Indemnitees may incur in connection with or arising from REVPAR's performance under this Agreement. The indemnification set forth in this section shall survive the termination of this Agreement and remain enforceable by the Indemnitees against the Client after the Maturity Date or any other earlier termination of this Agreement.

Since the estimates contained in our report will be based on assumptions about circumstances and events that are inherently subject to uncertainty and variations, we cannot guarantee that the results will actually be achieved. We will exercise our best efforts, however, and will assign to the work professional personnel having the required competence. In any event, our liability to you for any damages arising out of our results or recommendations will not be greater than the amount paid to us for the professional services provided. You will indemnify and hold us harmless from, and at our option will defend us against, costs or liabilities of any nature whatsoever which result from claims against us by third parties in connection with our work on your behalf, except that this indemnification

will not apply to the extent that a final judicial decision results in a finding of gross negligence or willful misconduct against us.

Any projections of future rents, expenses, net operating income, mortgage debt service, capital outlays, cash flows, inflation, capitalization rates, discount rates, or interest rates are intended solely for analytical purposes and are not to be construed as predictions of REVPAR International and/or the appraiser. They represent only the judgment of the authors as to the assumptions likely to be used by market participants and sellers active in the marketplace, and their accuracy is no way guaranteed.

No shareholder, trustee, partner, member, beneficiary, director, officer, manager, security holder, employee, agent, representative or other person acting for or on behalf of REVPAR International or Owner shall have any personal liability for any obligations entered into for or on behalf of such party, and the assets of any such person shall not be subject to any claims or actions relating to any obligations of such party. This shall survive the termination of this project and proposal.

#### ASSIGNMENT

REVPAR may not assign, pledge or encumber its interest, or any portion thereof, in this Agreement without the prior written consent of the Client, which consent shall not be unreasonably withheld. The Client may, without the consent of REVPAR, assign its interest in this Agreement to any successor-in-interest that acquires all or substantially all of interest in the Subject Hotel provided that the Client shall remain secondarily liable to REVPAR for the contractual obligations hereunder of such successor-in-interest to the Subject Hotel that becomes the Client's assignee hereof. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

#### CONFLICT OF INTEREST & CONFIDENTIALITY

During the Term hereof, REVPAR will not enter into an asset management agreement for another hotel that competes directly with the Subject Hotel without the Client's prior consent. REVPAR will keep confidential any and all sensitive information about the Subject Hotel which REVPAR may obtain during the course of providing the Services hereunder.

#### USE OF NAMES AND IMAGES BY REVPAR INTERNATIONAL

The Client hereby agrees that REVPAR may use the name and/or image of the Subject Hotel and the identity and/or any trademarks or servicemarks of the Subject Hotel for REVPAR's own promotional purposes. REVPAR may, without in any way limiting the generality of the preceding sentence, distribute a press release describing its engagement by the Client as evidenced by this Agreement. This provision shall survive the termination of this Agreement and shall remain in full force and effect

by and between the parties hereto.

#### NOTICES

All notices relating to termination, assignment, or material breach shall be sent to the parties at the addresses listed below by certified mail or overnight courier. All other notices may be sent by regular mail. Notice by facsimile or email transmission shall be effective upon receipt but shall be confirmed by certified mail or overnight courier, as is appropriate to the type of notice. Notices to the parties shall be addressed as follows, provided, however, that either party may, from time to time, designate different individuals and/or addresses to which notices are to be delivered.

| To Client                                                                                                                              | To REVPAR International:                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| Mr. Keith Lee<br>Chief Financial Officer<br>City of Lawrenceville<br>70 South Clayton Street<br>PO Box 2200<br>Lawrenceville, GA 30046 | Mr. Richard E. Pastorino<br>Principal<br>REVPAR International, Inc.<br>1020 N. Fairfax Street<br>Suite 320<br>Alexandria, VA 22314 |
| Email:<br><a href="mailto:keith.lee@lawrencevillega.org">keith.lee@lawrencevillega.org</a>                                             | T: (703) 650.9640<br>Email: <a href="mailto:r.pastorino@revparintl.com">r.pastorino@revparintl.com</a>                             |

#### MISCELLANEOUS PROVISIONS

(a) Any waiver of any provision hereof shall be deemed to be given only for the provision or the occasion involved, and shall not be deemed a waiver of any other provision or for the future. (b) This Contract shall be governed by and shall be construed and interpreted in accordance with the law of the State of Florida. (c) Headings have been inserted for convenience only, and shall not be considered in, or affect in any way, the interpretation of this Contract. (d) In the event that a dispute arises under this Agreement, the prevailing party in any litigation or arbitration will be entitled to recover all costs and expenses incurred in this action, including reasonable attorney's fees.

#### ENTIRE AGREEMENT

This agreement constitutes the entire Agreement between the parties and shall supersede any and all negotiations or prior oral and/or written agreements between the parties prior to the date hereof, and no modification of the Agreement shall be binding unless evidenced by an agreement in writing signed by the parties.

Any change in this agreement shall be confirmed in writing.

## ACCEPTANCE & RETAINER INVOICE

June 13, 2024

| BILL TO                                                                                                                                                                                                                               | FROM                                                                                                                                                                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Mr. Keith Lee<br>Chief Financial Officer<br>City of Lawrenceville<br>70 South Clayton Street<br>PO Box 2200<br>Lawrenceville, GA 30046<br><br>Email: <a href="mailto:keith.lee@lawrencevillega.org">keith.lee@lawrencevillega.org</a> | REVPAR International, Inc.<br>1020 N. Fairfax Street, Suite 320<br>Alexandria, VA 22314<br>Telephone: (703) 838-9707<br>Email: <a href="mailto:accounting@revparintl.com">accounting@revparintl.com</a><br><br>Federal Tax ID Number: 52-1795367 |
| PROJECT INFORMATION                                                                                                                                                                                                                   | PROPOSAL NUMBER:                                                                                                                                                                                                                                 |
| Proposed Hotel<br>Lawrenceville, GA                                                                                                                                                                                                   | 7227                                                                                                                                                                                                                                             |
| ACCEPTANCE                                                                                                                                                                                                                            | RETAINER                                                                                                                                                                                                                                         |
| Component 1 - Technical Advisory Services                                                                                                                                                                                             | \$8,500.00                                                                                                                                                                                                                                       |
| Name <i>Lee Merritt - DDA Chairman</i>                                                                                                                                                                                                |                                                                                                                                                                                                                                                  |
| Signature <i>Lee Merritt</i>                                                                                                                                                                                                          |                                                                                                                                                                                                                                                  |
| Date <i>8-26-24</i>                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                  |
| Component 2 - Asset Management Services                                                                                                                                                                                               | \$8,500.00                                                                                                                                                                                                                                       |
| Name                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                  |
| Signature                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                  |
| Date                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                  |
| <b>TOTAL DUE</b>                                                                                                                                                                                                                      | <i>\$500.00</i>                                                                                                                                                                                                                                  |
| (Please add retainer amounts)                                                                                                                                                                                                         |                                                                                                                                                                                                                                                  |

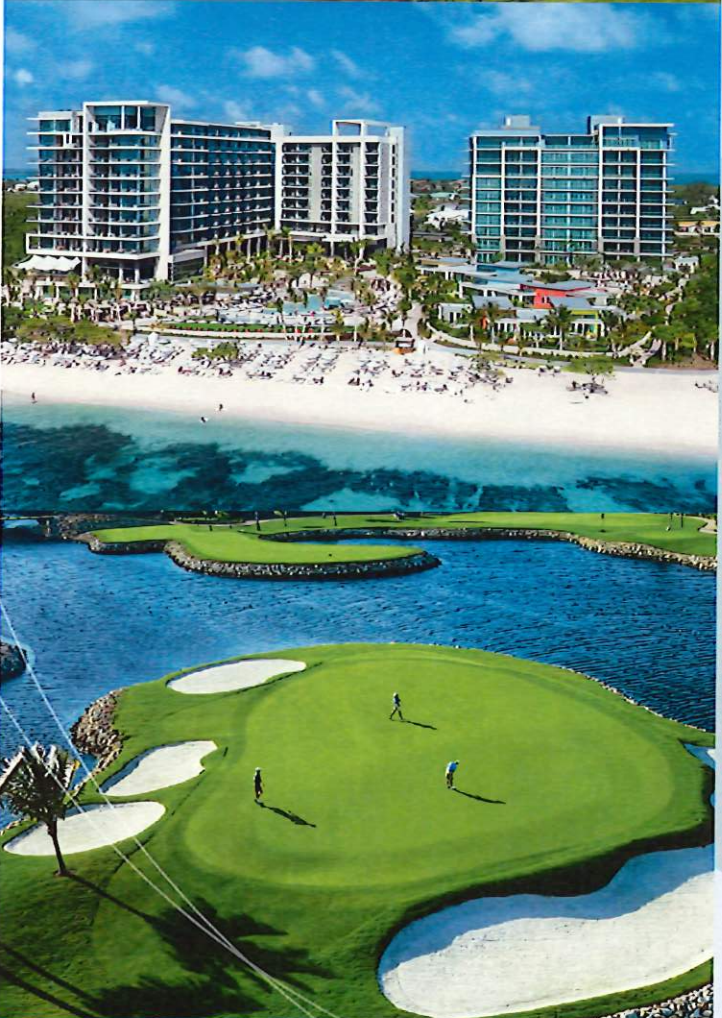
# ADDENDA



REVPAR  
International

HOSPITALITY ADVISORY & ASSET MANAGEMENT

WASHINGTON, DC | MIAMI | DENVER



*Customized  
Advice and  
Representation  
to Hotel  
Stakeholders*

Development

Operations

Asset Management





We are a full-service advisory and asset management firm exclusively dedicated to the hospitality industry. The firm was established in 1992, giving it 30 years of successful service to the needs of the hospitality industry at large and its various stakeholders. Since inception, our consultants have undertaken over 4,500 projects throughout the United States, Caribbean, Europe, Middle East, and Asia. We have worked on virtually every U.S. hotel brand within the industry.

We serve the needs of the hospitality industry-at-large and its various stakeholders, by providing unparalleled sector experience; a broad industry network; global reach; and well-researched, detailed reports.

## *Premier Hospitality Advisory & Asset Management*

### **Global in Scope**

North America

Central America

Caribbean

Asia

Europe

Middle East

**We Bring 30+ Years of Building and Solidifying Relationships  
With Industry Stakeholders - Including Owners, Brands, 3rd  
Party Operators, Lenders, & Vendors**

[www.revparintl.com](http://www.revparintl.com)

 **REVPAR  
International**  
HOSPITALITY ADVISORY & ASSET MANAGEMENT  
WASHINGTON, DC | MIAMI | DENVER

# Asset Types

We advise on all hospitality-related facilities with dedicated industry expertise.

## *Lodging Establishments*

- All-Inclusive Resorts
- All-Suite Hotels
- Condo-Hotels
- Convention Hotels and Resorts
- Cottages
- Destination Resorts
- Extended-Stay
- Full-Service
- Inns
- Limited-Service
- Luxury Hotels
- Recreational Lodging
- Select-Service
- University-Related Hotels

## *Meeting Facilities*

- Civic Centers
- Convention/Conference Centers
- Executive Conference Centers
- Meeting/Banquet Halls

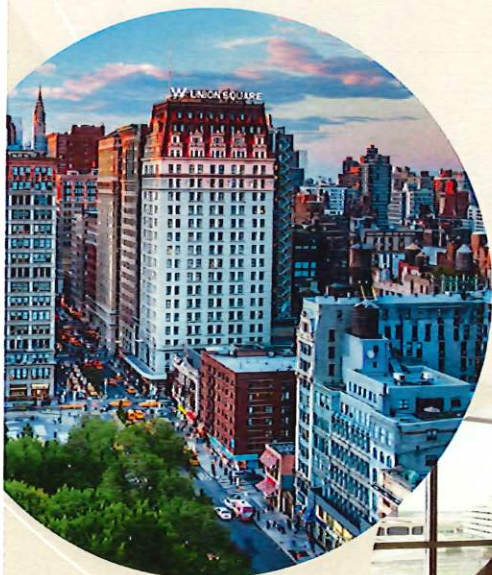
## *Restaurants/ Food & Beverage*

- Cafeterias
- City County and Community Clubs
- Concessions
- Contract Food Service
- Employee Food Service
- Full Menu Restaurants (Formal & Casual)
- Grab and Go
- Limited Menu Restaurants
- Lodging Food Service (Within Hotels and Free-Standing)
- Military Food Service
- Quick Service Restaurants
- Recreation Food Service
- Theme Restaurants

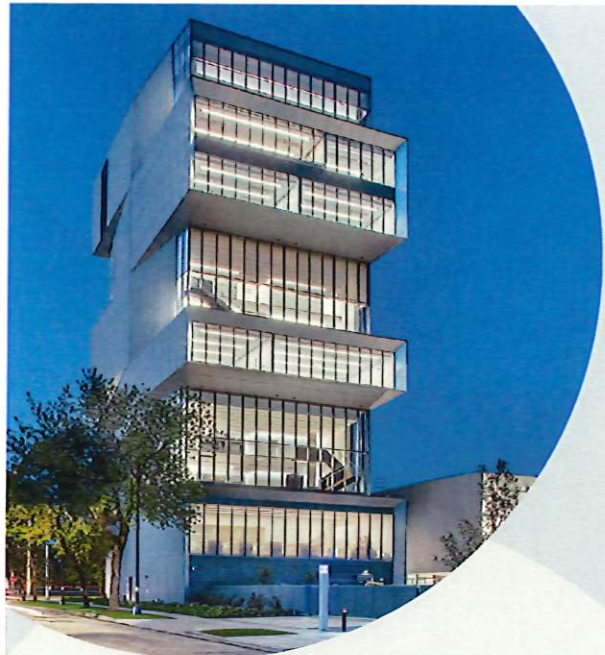


## *Other Recreational Facilities*

- Bowling Alleys/Centers
- Campgrounds/RV Parks
- Child Development Centers
- Clubs
- Entertainment Complexes
- Field and Court Sports
- Fitness Centers
- Golf Courses and Clubhouses
- Marinas
- Tennis
- Recreation Centers
- School Age Centers
- Spas
- Swimming
- Youth/Teen Centers



Comprehensive &  
Research Supported  
Results



# Our Core Services and Clients

Our services are customized and tailored to your needs and situation.

## *For Proposed Facilities*

- Appraisals and valuation studies
- Brand evaluation, selection, and negotiation
- Development services
- Due diligence
- Economic impact analysis
- Facilities planning and recommendations
- Feasibility studies (market and financial)
- Litigation support
- RFP process for brands, operators, architects, etc.
- ROI analysis
- Technical advisory services

## *For Existing Facilities*

- Acquisition due diligence
- Appraisals and valuation studies
- Asset management
- Brand evaluation, selection, and negotiation
- CapEx and PIP requirement assessments
- Value enhancement strategies / Repositioning
- Feasibility studies (market and financial)
- Litigation support
- Management/ownership issues and deal structure
- Operational reviews
- RFP process to identify brands, operators, etc.

## *Our Clients*

- Private Hotel Investors (Stateside & International)
- Hotel Operators (Branded & Independent)
- Hotel Developers
- Banks and Financial Institutions
- Country and City Clubs
- Universities and Colleges
- Fortune 500 Companies
- Public-Sector Government Agencies (City, County, State, and National)
- International Tourism Agencies
- U.S. Military/Department of Defense
- Law Firms
- Other Professional Groups

### *Asset Repositioning/Redevelopment/ Capital Project Modeling*

- Identify best redevelopment strategies and product/brand positioning;
- Prepare and evaluate pro forma projections for multiple scenarios;
- Analyze all factors relating to deferred maintenance, brand PIPs, and market appropriate renovations/refurbishments;
- Prepare detailed property assessment reports for redevelopment plans and CapEx programming.

### *Internal Asset Valuations*

- Prepare internal asset valuations to assess ROI;
- Prepare detailed pro forma operating results and valuation estimates for ownership;
- Monitor performance of hotel's market and competitive sets;
- Analyze market conditions and assess how it will impact the asset's revenues and profitability.

### *Ongoing Asset Review Services*

- Comprehensive operational reviews;
- Ensure effective cost-containment practices;
- Evaluate the operator's ability to contain costs and maximize hotel profitability;
- Develop and implement new revenue opportunities;
- Prepare economic feasibility and ROI analyses for asset related projects;
- Participate in the development of annual asset strategic plans, capital improvement plans, and operating budgets; and
- Benchmark the operator's performance against comparable defined competitive hotel set and comparable assets, if applicable.

# *Asset Management Services*



Custom Services

Tailored to

Your Needs

[www.revparintl.com](http://www.revparintl.com)

 **REVPAR**  
International  
HOSPITALITY ADVISORY & ASSET MANAGEMENT  
WASHINGTON, DC | MIAMI | DENVER

# *Our Value to You*

- Trusted & Experienced Asset Managers
- Extensive Management, Market & Financial Knowledge
- Hands on Experience With All Chain Scales
- Current on Brand Standards
- Investor Profile Experience
- Wide Variety of Strategies and On-Going Tasks
- Ensure You Achieve the Highest Financial Returns
- Create Enduring Value

Preserving &  
Enhancing  
Owner Value

[www.revparintl.com](http://www.revparintl.com)



LUXURY  
RESORTS



UPPER-  
UPSCALE  
HOTELS



UPSCALE  
HOTELS



MIDSCALE  
& ECONOMY  
HOTELS



# REVPAR International

HOSPITALITY ADVISORY & ASSET MANAGEMENT



**Richard E. Pastorino, ISHC**

*CEO/Principal*

TELEPHONE: (703) 838-9707

EMAIL: [r.pastorino@revparintl.com](mailto:r.pastorino@revparintl.com)



**Christopher Cylke, ISHC**

*Chief Operating Officer*

TELEPHONE: (954) 376-4754

EMAIL: [c.cylke@revparintl.com](mailto:c.cylke@revparintl.com)

**[www.revparintl.com](http://www.revparintl.com)**

WASHINGTON, DC

(703) 838-9707

MIAMI

(954) 376-4754

DENVER

(720) 210-9111

