

FIRST AMENDMENT TO HOTEL MANAGEMENT AGREEMENT

THIS FIRST AMENDMENT TO HOTEL MANAGEMENT AGREEMENT (the “**First Amendment**”) is entered into as of August [___], 2026 (the “**Effective Date**”), by and between **DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA**, a public body corporate and politic created and existing under the laws of the State of Georgia, including its successors and assigns (“**Owner**”), and **NORTHPOINTE HOSPITALITY MANAGEMENT & DEVELOPMENT LLC**, a Georgia limited liability company (“**Hotel Manager**” and, together with Owner, the “**Parties**”).

RECITALS

WHEREAS, Owner and Hotel Manager entered into that certain Hotel Management Agreement, dated December 20, 2024, for the management and operation of an approximately 120-room full-service hotel with approximately 5,000 square feet of meeting space and a full-service restaurant to be located at 200 East Crogan Street, Lawrenceville, GA 30046 (the “**Hotel Management Agreement**”);

WHEREAS, the Hotel Management Agreement requires Hotel Manager to advertise, promote, and market the Hotel as set forth in the Approved Annual Operating Plan and Budget and in accordance with the standards, policies, and programs applicable to hotels of a class and standing similar to the Hotel;

WHEREAS, Owner desires that Hotel Manager provide a more specifically defined and enhanced level of digital marketing, social media, content coordination, website and search optimization support, digital booking-channel coordination, paid advertising coordination, and package/event promotion services for the Hotel, as more particularly described in Schedule 1 attached hereto and incorporated herein by this reference (the “**Enhanced Digital Marketing Services**”);

WHEREAS, in addition to providing for the Enhanced Digital Marketing Services, Owner and Hotel Manager desire to amend the Hotel Management Agreement to set forth the initial Competitive Set contemplated therein; and

WHEREAS, the Parties desire to amend the Hotel Management Agreement as set forth herein.

NOW, THEREFORE, in consideration of the matters described above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized but undefined terms used in this First Amendment shall have the meanings ascribed to them in the Hotel Management Agreement.

2. Enhanced Digital Marketing Services.

(a) Scope. The Parties acknowledge that advertising, promotion, and marketing of the Hotel are included within Hotel Manager’s obligations under the Hotel

Management Agreement. The Parties further acknowledge that Owner desires Hotel Manager to provide the Enhanced Digital Marketing Services as part of Hotel Manager's overall management services under the Hotel Management Agreement. From and after the later of the Effective Date and the Management Commencement Date, Hotel Manager shall provide the Enhanced Digital Marketing Services as part of its services under the Hotel Management Agreement. Prior to the Management Commencement Date, the provision of any Enhanced Digital Marketing Services shall remain governed by the Pre-Opening and Technical Services Agreement. The Enhanced Digital Marketing Services are supplemental to, and do not replace or limit, the advertising, promotion, marketing, oversight, or other services otherwise required to be performed by Hotel Manager under the Hotel Management Agreement. Schedule 1 is intended to describe the scope of the Enhanced Digital Marketing Services only and shall not be construed to modify, limit, expand, or override the compensation, budgeting, approval, payment, or reimbursement provisions set forth in this First Amendment or the Hotel Management Agreement.

(b) Performance Standards; Reporting; Review; Discontinuation.

(i) Hotel Manager shall perform the Enhanced Digital Marketing Services in a professional and timely manner, using personnel and resources reasonably sufficient to perform the services described on Schedule 1, and in accordance with the Approved Annual Operating Plan and Budget, the Hotel's marketing plan, the Franchise Agreement, applicable brand standards, and Owner's reasonable written directions concerning the priorities and deliverables for the Enhanced Digital Marketing Services, in each case consistent with the foregoing.

(ii) On or before the fifteenth (15th) day of each calendar month, commencing on the fifteenth (15th) day of the calendar month immediately following the month in which the Management Commencement Date occurs, Hotel Manager shall deliver to Owner and the Asset Manager a written report regarding the Enhanced Digital Marketing Services performed during the preceding calendar month. Each report shall:

(A) describe the services performed and material deliverables completed and include a deliverables log or other list identifying the material deliverables completed during the applicable month;

(B) summarize social-media activity, content production, website and search-optimization work, digital booking-channel updates, campaigns, promotions, and other material marketing initiatives;

(C) report available performance metrics and paid-media expenditures against the applicable approved budget;

(D) identify material issues, delays, dependencies, and decisions or approvals requested from Owner; and

(E) provide the proposed marketing priorities and content calendar for the following month.

(iii) Owner and the Asset Manager may review the Enhanced Digital Marketing Services at any time, and the Parties shall conduct a formal review of such services at least once every ninety (90) days following the Management Commencement Date. Each formal review shall include consideration of the continued need for the Enhanced Digital Marketing Services, the value provided to Owner and the Hotel, and whether the Enhanced Digital Marketing Services should be continued, modified, or discontinued. Following any such review, Owner may provide reasonable written comments, priorities, and requested corrective actions, and Hotel Manager shall promptly respond to and address such comments, priorities, and requested corrective actions, subject to the Approved Annual Operating Plan and Budget, the Franchise Agreement, and applicable brand standards.

(iv) Owner may discontinue the Enhanced Digital Marketing Services for convenience upon thirty (30) days' prior written notice to Hotel Manager, effective upon expiration of such thirty (30) day notice period or on such later date as may be specified in Owner's notice. Owner may also discontinue the Enhanced Digital Marketing Services if Hotel Manager materially fails to perform the Enhanced Digital Marketing Services in accordance with this Section 2 and Schedule 1 and does not cure such failure within ten (10) business days after receiving written notice describing the failure in reasonable detail. Any discontinuation pursuant to the immediately preceding sentence shall become effective automatically upon expiration of the applicable cure period without further notice from Owner.

(v) Upon the effective date of any discontinuation under subsection (iv), the corresponding \$2,000.00 monthly increase in the fixed component of the Base Management Fee shall cease, and the fixed component of the Base Management Fee shall be reduced by \$2,000.00 per month, prorated for any partial month in accordance with Section 10.01(a) of the Hotel Management Agreement. Such discontinuation shall affect only the Enhanced Digital Marketing Services and the corresponding increase in the Base Management Fee and shall not terminate the Hotel Management Agreement or relieve Hotel Manager of its separate advertising, promotion, marketing, oversight, or other obligations otherwise required under the Hotel Management Agreement.

3. Amendment to Base Management Fee. Subject to Section 2(b) of this First Amendment, from and after the later of (a) the Effective Date and (b) the Management Commencement Date, Section 10.01(a) of the Hotel Management Agreement is amended by deleting the phrase "plus (ii) a fixed amount of \$3,750.00" and replacing it with the phrase "plus (ii) a fixed amount of \$5,750.00." Accordingly, from and after the later of the Effective Date and the Management Commencement Date, the fixed component of the Base Management Fee shall be \$5,750.00 per month, subject to proration for any partial month as provided in Section 10.01(a) of the Hotel Management Agreement. For the avoidance of doubt, this First Amendment applies only to compensation payable under the Hotel Management Agreement from and after the Management Commencement Date and does not modify or govern any compensation payable under the Pre-Opening and Technical Services Agreement. The \$2,000.00 monthly increase in the fixed component of the Base Management Fee shall be subject to discontinuation as provided in Section 2(b).

4. Characterization of Management Fee Increase.

(a) The Parties agree that the \$2,000.00 monthly increase in the fixed component of the Base Management Fee is an adjustment to the Management Fee payable to Hotel Manager for the performance of the Enhanced Digital Marketing Services as part of Hotel Manager's services under the Hotel Management Agreement. The increased amount is not a Reimbursable Expense, payroll expense, corporate billback, employee cost allocation, reimbursement, pass-through, or other payment based on the wages, benefits, time, or expenses of any particular Hotel Manager employee, Affiliate employee, or Hotel Manager Related Party.

(b) Hotel Manager shall be solely responsible for determining the personnel and resources used to perform the Enhanced Digital Marketing Services. Owner shall have no obligation to reimburse Hotel Manager for, and Hotel Manager shall not seek reimbursement for, any wages, benefits, payroll costs, time charges, allocations, overhead, travel, lodging, meals, or other internal personnel, administrative, or overhead costs incurred by Hotel Manager or its Affiliates in providing the Enhanced Digital Marketing Services. For the avoidance of doubt, this subsection does not require Hotel Manager to pay from the Management Fee any third-party advertising, media-placement, photography, technology, platform, vendor, or similar Hotel expense that is included in the Approved Annual Operating Plan and Budget or otherwise approved by Owner in accordance with the Hotel Management Agreement. Any such approved third-party expense shall remain subject to the budgeting, approval, payment, and reimbursement provisions of the Hotel Management Agreement.

(c) Owner has consulted with Bond Counsel regarding this First Amendment and has been advised that this First Amendment, as structured herein, will not adversely affect the qualified management contract status of the Hotel Management Agreement or the exclusion of interest on the Tax-Exempt Bonds from gross income for federal income tax purposes.

5. No Modification of Reimbursement Restrictions. Except for the amendment to Section 10.01(a) expressly set forth in Section 3 of this First Amendment, nothing in this First Amendment modifies, limits, waives, or overrides Sections 4.03(b), 5.01, 10.02(c), or 10.02(d) of the Hotel Management Agreement. Without limiting the foregoing:

(a) Hotel Manager shall not seek reimbursement for any expenses paid to Hotel Manager Related Parties or any employee of Hotel Manager; and

(b) the Enhanced Digital Marketing Services shall be performed as part of Hotel Manager's management services under the Hotel Management Agreement and compensated solely through the Management Fee, as amended hereby; provided, however, that approved third-party advertising, media, vendor, platform, photography, technology, and similar Hotel expenses shall not constitute compensation payable to Hotel Manager for the Enhanced Digital Marketing Services and shall remain governed by the applicable budgeting, approval, payment, and reimbursement provisions of the Hotel Management Agreement.

6. Management Fee Cap; Reasonableness. The Parties acknowledge and agree that the Management Fees, as amended hereby, remain subject to the limitation set forth in Section

10.01(b)(2) of the Hotel Management Agreement unless and until such limitation is separately amended in a written instrument signed by the Parties in accordance with the Hotel Management Agreement. Hotel Manager represents and warrants that the Management Fees, as amended by this First Amendment, are reasonable and customary, taking into account the obligations and risks assumed by Hotel Manager under the Hotel Management Agreement, including in performing the Enhanced Digital Marketing Services.

7. Competitive Set. Section 12.04(b) of the Hotel Management Agreement is hereby amended to provide that the Competitive Set contemplated therein is comprised of the hotels set forth in the table below:

Initial Competitive Set				
Name of Hotel	Location	No. of rooms	Approximate Year built	STR ID
Courtyard Atlanta Duluth Downtown	Duluth, GA	100	2020	70625
Embassy Suites by Hilton Atlanta Northeast Gwinnett Sugarloaf	Duluth, GA	166	2017	65708
Hampton by Hilton Inn Lawrenceville Duluth	Lawrenceville, GA	127	2003	52102
Hilton Garden Inn Atlanta Gwinnett Sugarloaf	Duluth, GA	122	2001	42173
Holiday Inn Atlanta-Gas South Arena Area	Duluth, GA	143	2004	51926
Residence Inn Atlanta Northeast Duluth Sugarloaf	Duluth, GA	112	2013	62463

Total 770

8. Bond Compliance.

(a) Hotel Manager reaffirms its covenants and acknowledgments under Section 2.04 of the Hotel Management Agreement. The Parties intend for the Hotel Management Agreement, as amended by this First Amendment, to continue to constitute a qualified management contract that does not result in private business use of the Hotel within the meaning of Section 141(b)(6) of the Code and Section 1.141-3(b)(4) of the Treasury Regulations.

(b) Hotel Manager shall take no action under this First Amendment that would adversely affect the exclusion of interest on the Tax-Exempt Bonds from gross income for federal income tax purposes or cause the Hotel Management Agreement, as amended hereby, to result in private business use of the Hotel. If Owner notifies Hotel Manager that Bond Counsel has confirmed in writing that it is necessary to amend, modify, suspend, or cease any activity under this First Amendment in order to preserve the exclusion of interest on the Tax-Exempt Bonds from gross income for federal income tax purposes or avoid private business use of the Hotel, Hotel Manager shall cooperate with Owner and take such actions as are strictly necessary to comply with the Federal Tax Requirements, as provided in the Hotel Management Agreement.

9. Ratification. Except as modified by this First Amendment, all of the terms and provisions of the Hotel Management Agreement shall remain in full force and effect and, as specifically modified herein, the Hotel Management Agreement is hereby ratified and confirmed in all respects. In the event of any conflict between the terms of this First Amendment and the terms of the Hotel Management Agreement, the terms of this First Amendment shall control. This First Amendment shall be deemed part of the Hotel Management Agreement for all purposes. This First Amendment is subject to the rights of the City under the Intergovernmental Contract.

10. Representations and Warranties. Hotel Manager hereby remakes the representations and warranties set forth in Section 2.03 of the Hotel Management Agreement in connection with this First Amendment as of the Effective Date. Each Party represents and warrants to the other that it has full power and authority to enter into this First Amendment and that the person signing this First Amendment on its behalf has been duly authorized to do so.

11. Counterparts. This First Amendment may be executed in one or more counterparts (which may be delivered by PDF, DocuSign, or any other reputable electronic signature platform), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Hotel Management Agreement as of the Effective Date.

OWNER

**DOWNTOWN DEVELOPMENT AUTHORITY
OF LAWRENCEVILLE, GEORGIA**

By: _____

Name: _____

Title: _____

HOTEL MANAGER

**NORTHPOINTE HOSPITALITY
MANAGEMENT & DEVELOPMENT LLC**

By: _____

Name: _____

Title: _____

SCHEDULE 1

Enhanced Digital Marketing Services

Hotel Manager shall provide, or cause to be provided, the digital marketing services for the Hotel described in the scope of work attached to this Schedule 1 as Attachment A, commencing on the date specified in Section 2(a) of this First Amendment and, in each case, in coordination with the Approved Annual Operating Plan and Budget, the Hotel's marketing plan, the Franchise Agreement, applicable brand standards, Owner's reasonable written directions, and any third-party marketing, public-relations, branding, advertising, revenue-management, distribution, or similar providers engaged for the Hotel.

This Schedule 1 and Attachment A describe the scope of services only. Any third-party costs, vendor costs, media spend, technology costs, photography or videography costs, production costs, software or subscription costs, licensed-content costs, or other out-of-pocket costs described herein shall be payable or reimbursable only to the extent such costs are included in the Approved Annual Operating Plan and Budget or otherwise approved by Owner in accordance with the Hotel Management Agreement, are incurred at actual cost and without markup, are paid to unrelated third parties, and are not prohibited by Sections 4.03(b), 5.01, 10.02(c), or 10.02(d) of the Hotel Management Agreement or Sections 4 and 5 of this First Amendment.

In the event of any conflict between the terms of this Schedule 1 or Attachment A, on the one hand, and the terms of this First Amendment or the Hotel Management Agreement, on the other hand, the terms of this First Amendment and the Hotel Management Agreement shall control.

(Attachment A follows)

Attachment A to Schedule 1

(see attached)