

Amendment #1
PROFESSIONAL SERVICES PRE-DEVELOPMENT AGREEMENT
CONVENTION CENTER, HEADQUARTERS HOTEL AND PARKING GARAGE
Jefferson City, Missouri

This Amendment #1 (the "Amendment") to that certain Professional Services Pre-Development Agreement ("Agreement") executed as of March 18th, 2024, by and between Jefferson City, Missouri ("City") and Garfield Public/Private LLC, a Texas limited liability company ("GPP"), each a "Party" and collectively the "Parties," is executed by and between the Parties as of March 1, 2025 ("Effective Date").

RECITALS:

WHEREAS, the City has begun the planning for the design, financing, construction, commissioning, and operation of a nationally branded hotel, meeting space and parking garage on the site in Jefferson City, Missouri, selected by the City (the "Project");

WHEREAS, the City desires that GPP continue the development of a strategic business plan that will include (i) a hotel market study, parking study and financial plan detailing the building program, conceptual design, estimated development cost, development schedule, and operating pro forma; (ii) recommended brand(s)/flag(s), operator(s), and operating structure(s); (iii) funding, financing, and ownership alternatives for the Project; and (iv) such other services incidental to the foregoing as the Parties may reasonably approve;

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

Section 1. Pre-Development Extension Scope of Services and Schedule.

(a) This Agreement serves to extend the "Pre-Development Period" for the purpose of (i) Performing potential Geotechnical Study or other Civil Studies of the site. (ii) Performing a Civil Engineering Survey of the existing site, and (iii) Garfield's coordination of the above and other ancillary activities through the months of March, April and May, 2025.

Section 2. Fees and Costs.

(a) GPP will be paid a fee for its services under this Amendment as set forth in Schedule 1 attached hereto and made a part hereof. The fee will be paid monthly in accordance with the City's normal contract payment procedures.

(b) The City acknowledges that GPP will incur costs, as approved by the City, in connection with the services of GPP and the pre-development service providers as listed in

Schedule 1 ("Costs"). The City will pay such Costs in accordance with the City's normal contract payment procedures.

(c) The City will have the right to access and copy any documents supporting the services provided by GPP and third-party consultants pursuant to this Agreement. GPP will retain for review by the City, for a period of twenty-four (24) months following the termination of this Agreement, the financial records and reports regarding the work performed by GPP and third-party consultants under this Agreement. All the aforesaid costs and fees will be included in the final budget for the Project, subject to approval by the City.

(d) In addition to the costs and fee billings described in Section 3(a) and 3(b) above, GPP will invoice City monthly at cost for all reimbursable expenses GPP incurs in connection with its services, including third-party reproduction, data purchase, delivery services, and travel (if any) outside of the DFW Metroplex ("Expenses"), such Expenses to be supported by appropriate documentation. Travel expenses, if any, other than the monthly trips to the City as noted on Schedule 1, will be subject to advance written approval of the City.

Section 3. Term; Termination.

The Parties hereby agree that this Amendment extends the Term of the Agreement through May 31, 2025.

Section 4. Other Terms and Provisions.

(a) This Amendment modifies the Agreement as stated above in Sections 1, 2, and 3 with respect to the Term (i.e. date of expiration), fees and costs, and scope. All other terms, provisions and conditions of the Agreement remain in full force and effect.

(b) Counterparts. This Amendment may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will constitute one and the same instrument. Such executed counterparts may be delivered by facsimile which, upon transmission to the other Parties, will have the same force and effect as delivery of the original signed counterpart.

(c) Entire Agreement. This Amendment, together with the Agreement, sets forth the entire understanding of the Parties with respect to the subject matter hereof.

[Signature Pages Begin on the Following Page]

Signature Page


IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

JEFFERSON CITY

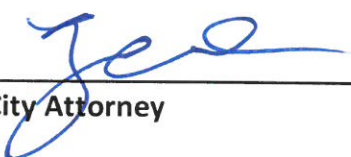
By: 

Title: city Administrator

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

Signature Page (Continued)

PROFESSIONAL SERVICES PROVIDER
GARFIELD PUBLIC/PRIVATE LLC,
a Texas limited liability company

By: 

Name: Stephen L. Galbreath

Title: Chief Development Officer