

Approved / Accepted By City Council

This 12/18/01

HOTEL MANAGEMENT AGREEMENT

(Wichita)

between

THE CITY OF WICHITA, KANSAS,

a Kansas municipal corporation

and

HYATT HOTELS CORPORATION OF KANSAS,

a Kansas corporation

DATED: December 18, 2001

**THIS DOCUMENT CONTAINS WAIVERS OF PUNITIVE AND EXEMPLARY
DAMAGES; SEE ARTICLE XII AND SECTION 13.4.**

TABLE OF CONTENTS

	Page
ARTICLE I Definitions	1
1.1 Definitions.....	1
1.2 References.....	11
1.3 Pronouns	11
ARTICLE II Appointment of Manager and Term	11
2.1 Appointment of Manager.....	11
2.2 Chain Conflicts	12
2.3 Term.....	12
2.4 Limited Right of Owner to Terminate - Performance Standard	12
ARTICLE III Operating	15
3.1 Operating Authority in General	15
3.2 Specific Covenants, Duties and Obligations of Hyatt	15
3.3 Hotel Employees.....	17
3.4 National Contracts	17
3.5 Parking Garage.....	18
3.6 Limitations on Hyatt's Authority.....	18
3.7 Excuse for Performance.....	19
3.8 Chain Services and Hyatt System Services	20
3.9 Purchasing.....	20
3.10 Legal Requirements	21
3.11 Operating Accounts	21
3.12 Annual Plan.....	22
3.13 Legal Proceedings.....	25
3.14 FFE Fund	26
3.15 Name of Hotel.....	26
3.16 Distributions to Owner.....	27
3.17 General Manager; Transfer of Executive Committee.....	27
ARTICLE IV Financing	28
4.1 Owner Financing.....	28
4.2 Specific Covenants for the Benefit of Lenders.....	29

TABLE OF CONTENTS
(continued)

	Page
4.3 Non-Disturbance	31
4.4 Confirmation	31
4.5 Estoppel Certificates	31
4.6 Hyatt Loan	32
ARTICLE V Management Fees and Reimbursements	33
5.1 Management Fees	33
5.2 Time and Manner of Payment.....	34
5.3 Chain Expense; Hyatt System Costs.....	34
5.4 Reimbursements.....	35
5.5 Tax on Reimbursements	35
ARTICLE VI Books and Records and Reporting.....	36
6.1 Books and Records	36
6.2 Certified Financials.....	36
6.3 Reports	36
6.4 Meetings.....	37
ARTICLE VII Indemnification	38
7.1 Indemnification of Hyatt and HC	38
7.2 Indemnification of Owner.....	38
7.3 Survival.....	39
ARTICLE VIII Specific Owner Covenants	39
8.1 General Covenant of Owner	39
8.2 Working Capital.....	39
8.3 Payment of Taxes.....	39
8.4 Title.....	40
8.5 "As-Built" Drawings.....	40
8.6 Procurement and Employment Policies.....	40
ARTICLE IX Insurance	41
9.1 Insurance to be Maintained by Owner	41
9.2 Insurance to be Maintained by Hyatt.....	41
9.3 Coverage	42

TABLE OF CONTENTS
(continued)

	Page
9.4 Owner Participation in HC Coverage	42
9.5 Cost and Expense	43
9.6 Policies and Endorsements	43
9.7 Waiver of Subrogation	43
9.8 Insurance Claims	44
ARTICLE X Damage and Condemnation	44
10.1 Damage to or Destruction of the Hotel	44
10.2 Condemnation	45
ARTICLE XI Assignment	46
11.1 Assignment by Hyatt	46
11.2 Assignment by Owner	47
ARTICLE XII Default	47
12.1 Hyatt Defaults	47
12.2 Owner Defaults	48
12.3 Curing Defaults	48
12.4 Remedies	49
ARTICLE XIII Notices	50
ARTICLE XIV Sale of Securities	51
ARTICLE XV Transition	51
15.1 Employment Matters	52
15.2 Insurance	52
15.3 Receivables	52
15.4 Protected Names and Protected Marks	52
15.5 Other Proprietary Interests	53
15.6 Service Contracts	54
15.7 Bookings	54
15.8 Licenses and Permits	54
ARTICLE XVI General	55
16.1 Third Party Beneficiaries	55
16.2 Counterparts	55

TABLE OF CONTENTS
(continued)

	Page
16.3 Entire Agreement.....	55
16.4 Amendments.....	55
16.5 Brokers.....	55
16.6 Successors and Assigns.....	55
16.7 Headings.....	55
16.8 Governing Law.....	56
16.9 Interest on Overdue Sums.....	56
16.10 Approvals.....	56
16.11 Agency and Agency Waivers.....	56
16.12 Survival and Continuation.....	57
16.13 Hyatt Approvals of Plans and Budgets.....	57
16.14 Confidentiality.....	57
16.15 Irrevocability of Contract.....	57
16.16 Non-Recourse.....	58
16.17 Force Majeure.....	58
16.18 Hyatt's Use of Affiliates.....	58
16.19 No Representation Regarding Projections.....	59

1			
2	Exhibit A	The Site	
3	Exhibit B	Summary Statement of Income	
4	Exhibit C	List of FFE	
5	Exhibit D	Hyatt System Services	
6	Exhibit E	Complimentary and Company Use Room Policy	
7	Exhibit F	Maintenance Manual and Program for the State	
8		Office Building Parking Garage	

HOTEL MANAGEMENT AGREEMENT

(Wichita)

THIS HOTEL MANAGEMENT AGREEMENT, is made and entered into as of December 18, 2001, by and between THE CITY OF WICHITA, KANSAS, a Kansas municipal corporation ("Owner"), and HYATT HOTELS CORPORATION OF KANSAS, a Kansas corporation ("Hyatt").

PRELIMINARY STATEMENT

Owner is the owner of certain real property located in Wichita, Kansas that is more particularly described on Exhibit A hereto (the "Site"). The Site has been improved with a first-class hotel containing 303 guest rooms and suites, approximately 16,000 square feet of meeting and conference space (inclusive of space located in the adjacent conference center), two (2) restaurants, cocktail lounges, health club, swimming pool and other hotel amenities and a parking garage with approximately 500 parking spaces. Immediately adjacent to the Site, and physically attached to, and accessible from, the Hotel, is a conference center, commonly referred to as "Century II", which is owned by the City of Wichita, Kansas and which is available for booking, through the Hotel, by Hotel guests and patrons. Although not part of the "Hotel", Century II is subject to the "Catering Agreement" referred to below pursuant to which the Hotel provides catering services for the benefit of Century II patrons, and the Hotel likewise provides certain services with respect thereto. The Hotel has heretofore been operated under the name "Hyatt Regency Wichita" under a Franchise Agreement between Hyatt Franchise Corporation, an Affiliate of Hyatt, and the former manager of the Hotel, which is being terminated immediately prior to the execution and delivery hereof in connection with the acquisition of the Hotel by Owner. Hyatt is a wholly owned subsidiary of Hyatt Corporation, a Delaware corporation ("HC"), which is engaged in the management and operation of hotels and resorts in the United States, Canada and the Caribbean. Owner now desires to retain Hyatt, as the agent for Owner, to manage and operate the Hotel, and to perform the related services herein described, upon the terms and conditions herein set forth. Hyatt desires to manage and operate the Hotel on behalf of Owner as herein provided.

NOW, THEREFORE, Owner and Hyatt hereby agree as follows:

ARTICLE I

Definitions

1.1 Definitions.

Except as herein expressly provided, and in addition to any other definitions herein contained, the following terms shall have the respective meanings as indicated below:

"Accountants" shall have the meaning set forth in Section 6.2.

"Adjusted Profit" shall mean, for any relevant period, **"Income After Undistributed Operating Expenses"** (as such amount is calculated in the ninth edition of the Uniform System,

without regard to any revisions or future editions thereof) less deductions for the following amounts (but only to the extent that such amounts are not otherwise deducted in computing Income After Undistributed Operating Expenses):

- (a) An amount equal to the costs incurred during such period in replacing, or adding to, the Operating Equipment;
- (b) An amount equal to the aggregate deductions made under Section 3.14 for deposits to the FFE Fund for such period, excluding, however, the initial deposit to be made upon execution of this Agreement as provided in Section 3.14;
- (c) The Hotel's pro rata share of Allocable Chain Expense for such period in accordance with Section 5.3;
- (d) The cost of insurance maintained by Owner and Hyatt in accordance with the provisions of this Agreement and properly allocable to such period;
- (e) All real and personal property taxes referred to in Section 8.3 and properly allocable to such period;
- (f) The Basic Fee earned for such period (but not the Incentive Fee);
- (g) The Hurdle Amount; and
- (h) All other amounts deductible in respect of such period under the express terms of this Agreement.

In no event shall any expenditures made from funds on deposit in the FFE Fund, or from the proceeds of insurance recoveries or condemnation awards, be deducted in computing Adjusted Profit.

Without limiting the above provisions, and for greater clarity, (a) there shall be deducted in computing Adjusted Profit, catering service commissions and rentals paid by the Hotel for use of Century II by Hotel guests and patrons, and (b) amounts received by the Hotel for set up charges, engineering services and cleaning with respect to Century II shall be applied as expense reimbursements.

To the extent the Hotel is part of a mixed-use project (which, for this purpose, shall mean any project which includes, in addition to the Hotel, any revenue-producing facilities not subject to management or operation by Hyatt hereunder), a portion of common costs relating both to the Hotel and to the non-Hotel portions of the development, such as, for example, but not by way of limitation, real estate taxes, insurance, common area landscaping, site maintenance, trash removal, extermination and other such costs intended for the benefit both of the Hotel and the non-Hotel portions of the development, shall be allocated in a fair and reasonable manner so that, in computing Adjusted Profit the Hotel shall bear only its fair and reasonable portion of such common expenses.

For purposes of convenience, there is attached hereto as Exhibit B a copy of the Summary Statement of Income set forth in the ninth edition to the Uniform System showing the method of calculation of Income After Undistributed Operating Expenses together with references to the appropriate schedule contained in the ninth edition of the Uniform System describing in greater detail the specific items to be included within each line item.

"Affiliate" shall mean, with respect to any Person, any other person, firm, corporation, limited liability company, partnership, association, trust or other entity which, directly or indirectly, controls, is controlled by, or is under common control with, the subject entity. For purposes hereof, the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, either alone or in combination with any one or more Persons. Accordingly (and without limiting the generality of the preceding provisions), a corporation shall be deemed under the "control" of another corporation, if a majority of the board of directors of said corporation also comprise a majority of the board of directors of the other corporation. Hyatt and HC are Affiliates of each other. Notwithstanding the forgoing, Hyatt International Corporation and its subsidiaries, which operate hotels and resorts outside of the United States, Canada and the Caribbean shall not, for purposes of this Agreement, be deemed "Affiliates" of Hyatt.

"Agreement" shall mean this Hotel Management Agreement and any amendments hereafter entered into between the parties.

"Allocable Chain Expense" shall mean the portion of Chain Expense attributable to the Hotel during the period of computation. Allocable Chain Expense shall be calculated by multiplying the aggregate amount of Chain Expense incurred by Hyatt and HC during the period in question by a fraction, the numerator of which shall be the number of guest room keys in the Hotel and the denominator of which shall be the weighted average number of guest room keys in all Hyatt Hotels operated by Hyatt and HC, and their Affiliates, during the calendar year of which the period in question is a part. In calculating the fraction referred to in the preceding sentence:

- (i) If the Hotel is open in any Fiscal Year for less than the entire year, the numerator of the aforesaid fraction shall be adjusted by multiplying it by a fraction, the numerator of which shall be the number of months in the year during which the Hotel was open for business to the public, and the denominator of which shall be 12. For purposes of the foregoing, if the date of this Agreement is on or before the 15th of a month, it shall be deemed open for the entire month, but if the date of this Agreement is after the 15th day of a month, it shall not be deemed to have been open at any time during such month.
- (ii) In computing the denominator of the aforesaid fraction, the weighted average number of rooms in all Hyatt Hotels during the relevant calendar year shall include only hotels open for business to the public, and, in the case of any hotels or resorts opened for less than the entire year during such period, the number of such rooms included in the denominator shall, for each such hotel, be adjusted in the manner set forth in clause (i) above.

“Annual Plan” shall have the meaning set forth in Section 3.12.

“Basic Fee” shall have the meaning set forth in Section 5.1.

“Building(s)” shall mean all buildings and other permanent improvements constructed on the Site which shall include, without limitation, all buildings and other improvements in which are located guest rooms and suites, parking, restaurants, lounges, and health and recreational facilities, and shall also include those hotel amenities and facilities which are permanent improvements to the Site such as swimming pools, tennis courts, and the like.

“Building Systems” shall mean any mechanical, electrical, plumbing, heating, ventilating, air conditioning and life safety equipment and systems; major laundry appliances; major kitchen appliances; elevators and escalators; pumps, filters and other pool equipment; water features and other similar systems and items of equipment installed in or upon, and affixed to, the Building, whether or not the same may be movable and whether or not removal thereof would cause damage to the Building or the Site, excluding, however, any items of FFE.

“Business Segment” as applied to the Hotel shall mean that segment or segments of the hotel industry or the travelling public of which the Hotel shall be a part for operational purposes, as reasonably determined by Hyatt. The Hotel may be included in more than one Business Segment. A Business Segment may be identified on a customer basis (such as, for example, frequent individual business travelers), a geographical basis, on a target business basis (such as, resorts, convention hotels, or suburban hotels), or on a combination of factors (such as, Caribbean resorts); provided, however, no Business Segment identified by Hyatt in which the Hotel may be included shall consist of less than four (4) hotels, including the Hotel.

“Capital Budget” shall have the meaning set forth in Section 3.12.

“Capital Expenditures” shall mean any cost or expense incurred for any alterations, additions or improvements to the Building or to the Building Systems of a permanent or non-recurring nature which are incurred for the purpose of extending the useful life of the Building or the Building System in question, or to improve the efficiency or operation thereof, or to alter the appearance of the Building, or which are necessary in order to comply with applicable Legal Requirements, to maintain the structural integrity of the Building or its protection from the elements or which are otherwise properly categorized as capital in nature under generally accepted accounting principles; provided, however, the term “Capital Expenditures” for purposes of this Agreement shall not include (i) any cost or expenditure properly classified as Repair and Maintenance under generally accepted accounting principles and deducted in computing Net Income in accordance with the Uniform System (or similar line item howsoever designated in future editions of the Uniform System), or (ii) items properly categorized under generally accepted accounting principles as capital in nature but which are routine items of replacement or addition in the ordinary course of business, involve the expenditure for any single item of less than Five Thousand Dollars (\$5,000) (subject to CPI), and in the aggregate involve expenditures of less than One Hundred Fifty Thousand Dollars (\$150,000) (subject to CPI) in any Fiscal Year.

“Catering Agreement” shall mean the Catering Agreement between the City of Wichita, Kansas, as owner of Century II, and East Bank Hotel Associates, L.L.C., dated as of December 28, 1995, as amended by First Amendment to Catering Agreement dated November 24, 1998.

“Century II” shall mean the Century II Convention Center referred to in the Preliminary Statement hereto.

“Certified Financial Statements” shall have the meaning set forth in Section 6.3(b).

“Chain Expense” shall mean all costs incurred during such period by Hyatt, HC or by any of their Affiliates in respect of Chain Services other than the costs of operational departmental supervision and control services. Chain Expense shall include the direct costs of providing the Chain Services including any costs or expenses payable to third party vendors or employees (including support personnel) directly engaged in the rendition of Chain Services, occupancy costs, costs of equipment leases and capital improvements and amortization of capital costs. In any case in which employees of Hyatt, HC or any Hyatt Affiliate devote less than all of their time to the rendition of Chain Services, employee costs shall be allocated in a reasonable manner determined in good faith by Hyatt to reflect the portion of time devoted by such employees to Chain Services. Other shared costs such as occupancy costs, utilities, and the like relating only partially to Chain Services shall likewise be allocated by Hyatt or HC to Chain Expense on a fair and reasonable basis as determined in good faith by Hyatt or HC so as to reflect, as nearly as reasonably possible, the portion of such costs fairly and reasonably attributable to the rendition of Chain Services. Any such allocation of shared personnel or other costs made by Hyatt or HC in good faith and with the intention of fairly allocating such costs, shall be binding on the parties hereto. Chain Expense shall include only the actual amounts thereof incurred by Hyatt or HC, and shall not be subject to any mark up, premium or profit; provided, however, Hyatt, HC or any Hyatt Affiliate may provide services included within one or more of the services comprising Chain Services to any third party or hotel not operated under a “Hyatt” name and may charge and receive a fee therefor, but any amounts received by Hyatt or HC in connection therewith (including any profit element) will be offset against Chain Expense. Any rebates, commissions or discounts received by Hyatt or HC from vendors or service providers whose costs are included as part of Chain Expense, shall be offset against Chain Expense. There shall likewise be credited against Chain Expense any amounts which Hyatt, HC or any of their Affiliates shall be entitled to be paid in respect of Chain Services furnished during such period to hotels or resorts (i) which are situated outside the United States, Canada or the Caribbean, or (ii) which are situated within the United States, Canada and the Caribbean, but are not opened to the public (for the reason that they are under construction, renovation or remodeling or are otherwise being prepared for operation).

“Chain Services” shall mean the following group benefits and services generally made available by Hyatt, HC or an Affiliate of either, from time to time during the Term to Hyatt Hotels: (i) convention, business and sales promotion services (including the maintenance and staffing of Hyatt’s or HC’s home office sales force, national sales forces and regional sales offices located in various parts of the United States and the world), (ii) chain-wide advertising, publicity and public relations services, (iii) centralized reservations services currently located in Omaha, Nebraska, and (iv) operational departmental supervision and control services for, among others, food and beverage, rooms, engineering and human resources departments.

“Corporate Personnel” shall mean any personnel from the corporate offices of Hyatt or HC and their Affiliates who perform activities in connection with the services provided by Hyatt under this Agreement.

“CPI” shall mean the Consumer Price Index for United States City Averages for All Urban Consumers, All Items, published from time to time by the United States Bureau of Labor Statistics (1982-84 = 100). If the CPI is discontinued or is unavailable or is substantially revised, a comparable index agreeable to Owner and Hyatt reflecting the changes in the cost of living or the purchasing power of the consumer dollar, published by any governmental agency or recognized authority shall be used in place thereof. Unless otherwise provided, any CPI adjustment shall reflect CPI changes from the end of the CPI reporting period next preceding the date hereof to the end of the CPI reporting period next preceding the effective date of any such adjustment.

“Cumulative Period” in connection with the calculation of Management Fees for any month shall mean the period from the beginning of the Fiscal Year in question to the end of the month for which the calculation is being made.

“Debt Service” shall mean the amount of principal and interest required to be paid under any indebtedness of Owner secured by a mortgage or other similar lien on the Hotel, together with any refinancing of the foregoing.

“Default”, **“Event of Default”** and **“Defaulting Party”** shall all have the meanings set forth in Sections 12.1 and 12.2.

“Employee Costs” shall mean the aggregate compensation, including, without limitation, salary, fringe benefits, incentive compensation, bonuses, employee performance and service awards, and other such amounts paid or payable to Hotel employees, and other employee related costs such as payroll taxes. The term **“fringe benefits”** shall, without limitation, include the cost of pension or profit sharing plans, workers' compensation benefits, group life and accident and health insurance or equivalent benefits, and similar benefits available to Hotel employees by virtue of their employment.

“FFE” shall mean all fixtures, furniture, furnishings and equipment, other than Building Systems, located at the Hotel, together with all replacements therefor and additions thereto, the acquisition of which, would be classified as a Capital Expenditure, but shall not include Operating Equipment. Exhibit C hereto contains a list of certain items (not necessarily complete) which constitute items of FFE for purposes of this Agreement.

“FFE Fund” shall have the meaning set forth in Section 3.14.

“Fiscal Year” shall mean the calendar year except that the first Fiscal Year hereunder shall commence on the date hereof and shall continue until the following December 31, and the last Fiscal Year hereunder shall end on the date of the expiration or earlier termination of this Agreement.

“First-Class Hotel Standard” refers both to the standard of construction, furnishing and equipping of the Hotel and to the standard of its operation. (A) As respects construction, furnishing and equipping, the First-Class Hotel Standard shall mean the standard thereof applicable to such other hotels comparable in size to the Hotel operated by Hyatt or HC which, as of the date hereof, represents the highest quality of hotels of such size in the Hyatt chain of hotels (excluding so-called “Park Hyatt” hotels) both in terms of the quality of construction, furnishings and equipment, and the nature and extent of its amenities and facilities, such as health club, restaurants, public space (including meeting and banquet space), back-of-the-house, parking, exterior lighting and landscaping. The Hotel shall be deemed to meet the First-Class Hotel Standard as respects its physical condition, facilities and FFE so long as it is maintained in accordance with its condition, facilities and quality level of FFE existing on the date hereof, subject to the need at all times to maintain the competitive position of the Hotel. (B) As respects operational standards, the First-Class Hotel Standard refers to the standard of operations at such other hotels comparable in size to the Hotel and operated by Hyatt or HC, which, as of any time in question, then represents the highest quality of hotel operations for hotels of such size in the Hyatt chain of hotels (other than so-called “Park Hyatt” hotels) subject to any limitations thereon resulting from the size, physical configuration, and actual facilities contained in the Building. The First-Class Hotel Standard, as relates to operations, includes, without limitation, operation of the Hotel (although not necessarily all of the guest facilities therein) on a seven day a week, 24 hour a day basis, with adequate staffing to provide first-class service, and food, beverage, housekeeping, banquet, parking, bell and porter services.

“Force Majeure” or **“Force Majeure Cause”** shall mean any one or more events or circumstances beyond the reasonable control of the party whose performance is affected thereby that, alone or in combination, adversely affects the operation of the Hotel, including, without limitation, casualties, war, invasion, insurrection, acts of terrorism, sabotage, failure of transportation, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, actions of labor unions, and governmental actions (but excluding causes which can be controlled by the expenditure of money in accordance with usual business practices).

“Gross Receipts” shall mean all revenues and income of any kind derived, directly or indirectly, from the operation of the Hotel during such period, including all revenues derived from the sale during such period of rooms, food and beverages, parking and rents or fees payable by tenants or concessionaires in respect of such period (but not the gross receipts of such sub-tenants or concessionaires). Without limiting the generality of the foregoing, it is the intention of the parties that the term **“Gross Receipts”** shall mean all amounts properly accounted for as Revenues or Total Revenues from all Operated Departments in accordance with the Uniform System. In addition, and for greater clarity, the term Gross Receipts includes the following revenues with respect to Century II: (a) audio-visual commissions received by the Hotel, (b) conference room rentals for rooms booked by the Hotel, (c) food and beverage revenues from Hotel catering, and (d) commissions paid to the Hotel from any Century II catering subcontractor (currently an Affiliate of Canteen Corporation) less the portion thereof required to be remitted to the City of Wichita in its individual capacity and not as Owner hereunder, but excludes receipts for set up charges, engineering fees, and cleaning services for Century II applied as expense reimbursements. Notwithstanding the foregoing, there shall be excluded in determining Gross

Receipts for any period the sum of (i) any sales, excise or occupancy taxes actually collected during such period in accordance with Legal Requirements from guests or patrons of the Hotel and either remitted, or required to be remitted, to appropriate taxing authorities; (ii) amounts collected from guests or patrons of the Hotel on behalf of Hotel tenants; (iii) interest earned on funds held in Operating Accounts (if any); and (iv) insurance proceeds, condemnation proceeds, financing or refinancing proceeds and the proceeds of sale of any real or personal property comprising part of the Hotel (as distinguished from the sale of merchandise, food and beverage and other consumer goods or services). Gross Receipts shall in all events include only amounts actually paid or payable to the Hotel (in cash or services), and shall not include, except as otherwise herein expressly provided, the value of any Hotel goods or services, in excess of actual amounts paid (in cash or services), provided by the Hotel on a complimentary or discounted basis.

"Hotel" shall mean the Site, the Building (including, without limitation, the Parking Garage), the Building Systems, the FFE and the Operating Equipment, together with all other items of real and personal property at any time used in connection with the operation of the foregoing, collectively, but excludes Century II except to the extent provided in the Catering Agreement.

"Hurdle Amount" shall mean an amount equal to One Million Nine Hundred Sixty-Eight Thousand Dollars (\$1,968,000), such amount to be prorated on a per diem basis for any Fiscal Year consisting of less than twelve (12) full calendar months; provided, however, (i) the Hurdle Amount shall be reduced by One Hundred Thirty-Eight Thousand Dollars (\$138,000) per annum at such time as the existing bonds issued by the City of Wichita, Kansas to pay for the cost of construction of the Parking Garage have been retired (and, for the year in which such retirement occurs, a pro rata amount thereof on a per diem basis); and (ii) the Hurdle Amount shall be increased by an amount equal to ten percent (10%) of the direct third party costs of construction (including related design fees and charges) of any expansion of the Hotel after the Takeover Date, an expansion to mean any increase in the number of guest rooms and suites in the Hotel, any increase in the amount of meeting and banquet space comprising part of the Hotel, and any increase in parking facilities comprising part of the Hotel. Any increases or decreases in the Hurdle Amount shall likewise be prorated on a per diem basis for the Fiscal Year in which the same occur.

"Hyatt's Grossly Negligent or Willful Acts" shall mean any gross negligence, willful misconduct or fraud committed by Hyatt, HC, their Affiliates, the Corporate Personnel, or any of the Senior Executive Personnel in the performance of Hyatt's duties under this Agreement. The acts or omissions (including grossly negligent, willful or fraudulent acts or omissions) of Hotel employees other than Senior Executive Personnel shall not be imputed to Hyatt or HC, or be deemed to constitute Hyatt's Grossly Negligent or Willful Acts, unless such acts or omissions resulted directly from the gross negligence or willful misconduct of the Corporate Personnel or the Senior Executive Personnel in supervising such Hotel employees.

"Hyatt Hotels" shall mean all hotels and resorts in the United States, Canada, and the Caribbean that are managed and operated by Hyatt, HC or their Affiliates under the "Hyatt" name, including all such hotels and resorts that are owned by Hyatt's Affiliates.

"Hyatt Loan" shall mean the loan to be made by Hyatt to Owner pursuant to Section 4.6 hereof.

“Hyatt System Costs” shall mean the costs allocable to the Hotel, in accordance with the provisions hereinafter set forth, of providing Hyatt System Services. Hyatt System Costs shall be allocated to the Hotel in the manner hereinafter provided on the basis of the actual cost thereof to Hyatt or HC without mark up, premium or profit, but may include a share of human resources and other shared costs determined as above provided with respect to similar shared costs comprising a part of Chain Expense.

“Hyatt System Services” shall mean those services provided by Hyatt or HC on a centralized basis, excluding, however, Chain Services and services rendered by Hyatt or HC in connection with the national contracts described in Section 3.4. Attached hereto as Exhibit D is a brief description of Hyatt’s and HC’s current Hyatt System Services, setting forth those which are mandatory and will be applicable to the Hotel and those from which Owner may elect to be excluded, and setting forth the basis on which Hyatt System Costs are currently allocated to the Hotel.

“Incentive Fee” shall have the meaning set forth in Section 5.1.

“Legal Requirements” shall mean any provision of law, including, without limitation, any statute, ordinance, regulation, rule, award or order of any governmental agency or tribunal having jurisdiction over the Hotel or its operations.

“Lender(s)” shall mean any Person providing financing for the development, construction, furnishing, equipping or operation of the Hotel, or to refinance any financing obtained for any of the foregoing purposes, and any of its successors or assigns.

“Management Fees” shall mean the Basic Fee and the Incentive Fee, collectively and without distinction between them, and shall include the proceeds of any business interruption insurance required to be paid to Hyatt with respect to lost Basic Fee or Incentive Fee or both.

“Mandatory Contracts” shall mean those contracts for goods or services entered into by Hyatt or HC from time to time in which, by the terms of such contracts, participation therein by Hyatt Hotels, or those Hyatt Hotels within the applicable Business Segment, is mandatory. Current lists of Mandatory Contracts will be maintained by Hyatt and provided to Owner on request from Owner’s Representative from time to time.

“Non-Disturbance Agreement” shall have the meaning set forth in Section 4.3

“Operating Accounts” shall mean the bank accounts (including the FFE Fund, except where the context otherwise requires) into which all funds received from the management and operation of the Hotel, and all Owner contributions to Hotel working capital, shall be deposited, and from which Hyatt shall pay Hotel expenses.

“Operating Equipment” shall mean linens, china, glassware, silverware, uniforms and the like, excluding FFE.

“Operating Forecast” shall have the meaning set forth in Section 3.11.

“Owner’s Representative” shall mean the City Manager of the City of Wichita, Kansas (so long as said City shall remain the Owner hereunder) or his or her designee or designees.

“Parking Garage” shall mean the multi-level parking structure located at the Site.

“Person” shall mean an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

“Protected Marks” shall mean those logos, trademarks, trade names, copyrights, service marks and other intellectual property owned by Hyatt or HC (or otherwise used by Hyatt or HC in the operation of Hyatt Hotels) and used in connection with the operation of the Hotel at any time during the Pre-Opening Period or the Term.

“Protected Names” shall mean any name that includes the word “Hyatt” (such as, for example and without limitation, “Hyatt Regency” or “Grand Hyatt” or “Park Hyatt”) either alone or in conjunction with another word or words.

“Purchasing Company” shall mean Avendra, LLC, and/or any other purchasing company or companies designated by Hyatt from time to time, which may or may not be a Hyatt Affiliate, engaged in the business of providing purchasing services to Hyatt Hotels, among others, as described in Section 3.9.

“Refurbishing Program” shall mean (i) any program for replacement of or additions to a major portion of FFE as part of a program to renovate a block of not less than thirty (30) guest rooms and suites; (ii) any program of replacement of carpeting, furnishings, fixtures or wall coverings in twenty-five percent (25%) or more of the Hotel public space, such as lobbies, guest room corridors, restaurants, banquet and meeting rooms and pre-function areas; or (iii) any material change in theme of any Hotel restaurant or bar.

“Rosemont” shall mean Rosemont Project Management, LLC, an Affiliate of Hyatt.

“Senior Executive Personnel” shall mean the individuals employed from time to time as the general manager, the director of sales, the director of rooms and the controller of the Hotel (or serving such functions, regardless of the specific titles given to such individuals).

“STAR Report” shall mean the monthly STAR Trend Report published by Smith Travel Research, Inc.

“Successor Manager” shall mean any Person (including Owner or any Affiliate of Owner) designated by Owner as the manager and operator of the Hotel to succeed Hyatt upon expiration or earlier termination of this Agreement.

“Takeover Date” shall mean January 8, 2002.

“Term” shall have the meaning set forth in Section 2.3.

“Transition Agreement” shall mean the Transition Agreement, of even date herewith, between Owner and Hyatt setting forth certain terms and provisions applicable to the transition of management of the Hotel from the current manager to Hyatt.

“Uniform System” shall mean the “Uniform System of Accounts for the Lodging Industry”, ninth revised edition, as adopted by the Hotel Lodging Association of New York City, Inc., and the American Hotel & Lodging Association, as the same may be modified, amended, supplemented or superseded by any subsequent editions or revisions thereto.

1.2 References.

All references in this Agreement to particular sections or articles shall, unless expressly otherwise provided or unless the context otherwise requires, be deemed to refer to the specific sections or articles in this Agreement. In addition, the words “hereof”, “herein”, “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular section or article.

1.3 Pronouns.

All pronouns and variations thereof used herein shall, regardless of the pronoun actually used, be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the Person may, in the context in which such pronoun is used, require.

ARTICLE II

Appointment of Manager and Term

2.1 Appointment of Manager.

Owner hereby appoints Hyatt as the sole and exclusive agent for Owner to supervise, direct, control, manage and operate the Hotel, and all of the facilities and amenities comprising any part of the Hotel, for the Term, subject to, and in accordance with, the terms of this Agreement. Hyatt hereby accepts said appointment and shall supervise, direct, control, manage and operate the Hotel during the Term strictly in accordance with the terms and conditions herein set forth. In the performance of its duties and obligations hereunder, Hyatt agrees that it shall at all times manage and operate the Hotel for the account and benefit of the Owner in a business-like and efficient manner, and in accordance with all terms of this Agreement, offering the highest level of quality of guest amenities and services consistent with the First-Class Hotel Standard and consistent with the purpose and intention of maximizing the long-term profitability of the Hotel subject in all respects to the terms of this Agreement. In the performance of its duties and responsibilities hereunder, Hyatt, as agent for Owner, will use that degree of skill, care and diligence as is customary and usual for HC and for operators of other first-class hotels in the United States, subject in all cases to the First-Class Hotel Standard and to the express provisions of this Agreement.

2.2 Chain Conflicts.

Owner acknowledges that it has selected Hyatt as its agent for the supervision, direction, control, management and operation of the Hotel in substantial part because Hyatt, as an Affiliate of HC, is engaged through HC in the management and operation of a chain of first-class hotels and resorts, and the benefits which Owner expects to derive by including the Hotel as part of Hyatt Hotels. Owner further acknowledges that it has determined, on an overall basis, that the benefits of operation as part of Hyatt Hotels are substantial notwithstanding that not all Hyatt Hotels will benefit equally by inclusion therein. Owner further acknowledges that in certain respects all hotels compete on a national basis with all other hotels and that conflicts may, from time to time, arise between the Hotel and other Hyatt Hotels. Hyatt agrees, however, that it shall, and shall cause HC to, use reasonable efforts to minimize conflicts among the hotels which are members of its chain, and will in all events proceed, both in its operation and management of the Hotel and in the operation and management of its other hotels, in a good faith manner and in a manner reasonably deemed to serve the overall best interests, on a long term basis, of all Hyatt Hotels including the Hotel. On the basis of the foregoing covenant by Hyatt, Owner consents to the operation by Hyatt and HC of their chain of hotels and to the addition of other hotels to the chain wherever located, except as otherwise herein provided.

2.3 Term.

The Term (defined below) of this Agreement shall commence at 12:01 a.m. (local time at the Hotel) on the Takeover Date and shall continue until 11:59 p.m. (local time at the Hotel) on December 31, 2026, unless this Agreement shall be sooner terminated as herein provided (the "Term").

2.4 Limited Right of Owner to Terminate - Performance Standard.

(a) For purposes of this Section 2.4 (or any other section of this Agreement which makes reference to the definitions contained in this Section 2.4) the following terms shall have the meanings indicated below:

"**Achieved REVPAR**" shall mean the product of (i) the average daily occupancy rate for the hotel in question, multiplied by (ii) the average daily room rate achieved by such hotel during the Fiscal Year in question.

"**Actual GOP**" shall mean the Income After Undistributed Operating Expenses for the Hotel determined in accordance with the Uniform System for each Fiscal Year in question.

"**Assumed GOP**" shall mean the product of "Assumed Gross Receipts" and the fraction whose numerator is Actual GOP and whose denominator is Gross Receipts.

"**Assumed Gross Receipts**" shall mean the product of (i) Target REVPAR, (ii) 365 (days in a year), (iii) number of rooms in the Hotel, and (iv) the fraction whose denominator is the Hotel's Gross Receipts from the rooms department (as shown on the Certified Financial Statement for the Hotel) and whose numerator is Gross Receipts.

“Comparable Hotels” shall initially mean the Marriott Wichita, Hilton Inn Wichita Airport and Conference Center, Holiday Inn Select Wichita and Hotel at Old Town, so long as said hotels remain open and operating. In the event, as a result of new construction, or the renovation or rehabilitation of a then existing property, either (a) a new full service hotel shall be added to the Wichita market, or (b) a new hotel, whether or not full service, is constructed on any portion of the property identified as the Downtown East Bank Properties in the “Request for Expressions of Interest and Qualifications” published by the City of Wichita, Kansas under date of October 8, 2001, then said new or rehabilitated hotel shall be added to the Comparable Hotels, and Hotel at Old Town shall be deleted.

“GOP Deficiency” shall mean Assumed GOP less the Actual GOP for the Fiscal Year in question.

“Information Source” shall be Smith Travel Research Inc. In the event the above firm shall no longer be in existence or is unable or unwilling to provide the required information, Owner’s Representative and Hyatt will agree upon an Information Source within sixty (60) days from the date on which Smith Travel Research, Inc. is no longer able to supply the information. Hyatt will designate a replacement Information Source in writing to Owner’s Representative within thirty (30) days of Smith Travel Research’s inability to continue providing information. Owner’s Representative shall have thirty (30) days to agree with Hyatt’s selection or to recommend an alternative. If Owner’s Representative shall fail to deliver written notice to Hyatt of the firm so selected within said thirty (30) day period, then Hyatt may employ the firm it selected.

“Target REVPAR” shall be one hundred seven and one-half percent (107.5%) of the numerical average (weighted by number of rooms) of the Achieved REVPAR for the Comparable Hotels; provided, however, if any hotels are added to the list of Comparable Hotels in accordance with the above definition of the term “Comparable Hotels” then, for the year in which such additional hotel is added to the list of Comparable Hotels, and for each year thereafter, the Target REVPAR shall be one hundred percent (100%) of the aforesaid numerical average.

(b) Owner shall have the right to terminate this Agreement if for any two (2) consecutive Fiscal Years, the first of which shall be the 2003 Fiscal Year hereunder, the Achieved REVPAR for the Hotel for each of such two (2) Fiscal Years is less than the Target REVPAR for each such year for the Comparable Hotels (the amount of such difference being herein referred to as a “Deficit”). Notwithstanding the preceding sentence, any Fiscal Year in which the operation of the Hotel is materially and adversely affected by one or more Force Majeure Causes, or by any program of Hotel major renovations shall be disregarded for all purposes hereof, and shall not be included for consecutive year purposes. Hyatt shall submit REVPAR information from the Information Source, in the form of a STAR Report, to Owner’s Representative each month along with the financial statements required to be delivered for such month. Absent fraud or manifest error, the decision of the Information Source as to the Achieved REVPAR for each of the Comparable Hotels and the Target REVPAR for the applicable Fiscal Years shall be binding and conclusive on Owner and Hyatt.

If the STAR Report as of the end of December of each Fiscal Year (commencing with the 2003 Fiscal Year) indicates that the conditions set forth in the first sentence of this Section 2.4(b)

shall have been satisfied, Owner's Representative shall have the right to give written notice to Hyatt, within three (3) months after receipt of the report from the Information Source, of Owner's irrevocable intention to terminate this Agreement. If such notice of intent to terminate is not received by Hyatt within three (3) months after receipt of the aforesaid report from the Information Source, Owner's right to terminate this Agreement pursuant to this Section 2.4 shall lapse until such time as the conditions set forth in the first sentence of this Section 2.4(b) shall again be satisfied.

If, however, Owner's Representative, having a right to do so, delivers a timely notice of its intent to terminate this Agreement, Hyatt shall have the right thereafter to "cure" the Deficit and extinguish Owner's right of termination by paying to Owner (on or before the ninetieth (90th) day following receipt of Owner's notice of intent) in cash an amount equal to the "GOP Deficiency" for the first of the two (2) Fiscal Years in question. Nothing herein contained shall be deemed to obligate Hyatt to "cure" any Deficit. If Hyatt has "cured" such Deficit, the Fiscal Year as to which Hyatt has paid the GOP Deficiency shall for all purposes be deemed a Fiscal Year in which there was no Deficit. Notwithstanding the foregoing, in no event shall Hyatt be entitled to "cure" a Deficit on more than two (2) separate occasions during the Term.

If Owner's Representative properly and timely exercises its right to terminate in accordance with the provisions of this Section 2.4, and Hyatt fails to "cure" as above provided, then, subject to the provisions of Section 16.12, all of the rights and obligations of the parties hereto shall terminate, without further act or notice of either of the parties, on the date specified in a written notice from Owner's Representative to Hyatt, which date shall in no event be sooner than the date on which all of the following shall have occurred or later than six (6) months thereafter:

(1) The expiration of ninety (90) days following Owner's Representative's delivery of written notice of its intent to terminate this Agreement if Hyatt has not, on or prior thereto, paid to Owner an amount necessary to "cure" the Deficit; and

(2) The payment in full of any other amounts due and owing to Hyatt hereunder, such payment to be made in accordance with the following paragraph.

On or prior to the effective date of termination as herein provided, and as a condition precedent thereto, Owner shall pay to Hyatt (i) all Basic Fees earned up to and including the date of termination; (ii) an estimate, as reasonably determined by Hyatt and Owner's Representative, of the amount of Incentive Fees accrued for the Fiscal Year in which such termination occurs up to and including the date of such termination; and (iii) amount of the Hyatt Loan remaining outstanding.

Subsequent to any termination pursuant to this Section 2.4, and after the end of the Fiscal Year in which such termination shall occur, Owner's Representative shall deliver to Hyatt, not later than ninety (90) days after the end of such Fiscal Year, Certified Financial Statements for such Fiscal Year together with the calculation of the amount of Incentive Fee, if any, which would have been earned for such Fiscal Year had this Agreement continued in full force and effect, and the parties shall then make an adjustment in the actual amount thereof, if necessary, paid to Hyatt as of the date of such termination. The amount of Incentive Fee payable to Hyatt as

of the date of the termination shall be based on a pro rata amount thereof (based on the number of days in the Fiscal Year up to and including the date of such termination compared to 365 days) of the amount which would have been earned for the entire Fiscal Year as disclosed by the Certified Financial Statements.

ARTICLE III

Operating

3.1 Operating Authority in General.

Hyatt shall permit the use of the Hotel only for its intended purpose as a hotel meeting the First-Class Hotel Standard and for those other activities that are customary and usual in connection with such an operation and shall not use the Hotel for any other purpose. In the performance of its duties and responsibilities hereunder, Hyatt shall have the sole and exclusive right and authority, as agent for Owner, to direct, manage and control all aspects of the management and operation of the Hotel (and its constituent facilities and amenities), in the discretion of Hyatt, consistent with its duties and responsibilities hereunder and the First-Class Hotel Standard, including, without limitation, the right and power to negotiate and enter into such reasonable contracts (including, without limitation, collective bargaining agreements and other labor or employment contracts) as may be reasonably necessary or advisable in connection with the operation of the Hotel, the right to determine the terms of admittance, charges for rooms, charges for entertainment, food and beverage, labor policies (including wage rates and fringe benefits and other items comprising Employee Costs), subject, however, to Section 3.6(d), and all phases of promotion and publicity relating to the Hotel, and otherwise to do and perform all such acts and things as may be reasonably necessary or desirable to fulfill its express duties and obligations hereunder, all subject to, in accordance with, and as may be limited by, the express terms of this Agreement. It is the intention of the parties that Hyatt shall have full operating discretion and authority except as expressly limited or restricted by the terms of this Agreement.

3.2 Specific Covenants, Duties and Obligations of Hyatt.

In addition to each of the other covenants, duties and obligations of Hyatt hereunder, and in addition to its general obligations regarding the management and operation of the Hotel as set forth in Section 3.1, Hyatt hereby agrees, throughout the Term, that it shall (and shall have full right and authority to), subject in all events to the availability of adequate funds in the Operating Accounts and subject to the overall standard of skill, care and diligence set forth in Section 2.1:

(a) Establish rates for hotel usage including room rates for individuals and groups, charges for parking, room service, food and beverage and for use of recreational or other guest facilities or amenities at the Hotel. In no event shall Hyatt provide rooms, goods or services on a complimentary or discount basis except in accordance with HC's standard policies in effect from time to time. HC's current policies regarding complimentary and company use rooms are set forth on Exhibit E hereto; it being understood and agreed, however, that the Hotel's general manager shall have the right, in his/her discretion, to grant discounted or complimentary rooms, food, beverage or other hotel services when he/she reasonably deems the same to be in the best

business interests of the Hotel and generally in accordance with industry standards regarding the same.

(b) Establish and maintain a sound system of accounting and record keeping, with adequate systems of internal accounting controls. In addition to the foregoing, Hyatt shall develop and implement an appropriate records management and retention system providing for the maintenance and storage of records as required by applicable provisions of law, and as are reasonably consistent with prudent business practices.

(c) Employ for the benefit of the Hotel all of HC's trademarks and trade names commonly associated with Hyatt Hotels on a chain-wide basis, Protected Names and Protected Marks, to the extent reasonably applicable to the Hotel, including the use of the "Hyatt" name and distinctive logos and trademarks, as determined by Hyatt in its sole discretion, all without additional license fee or cost to Owner.

(d) Take good care of the Hotel and use reasonable efforts to maintain the same in good condition and repair throughout the Term including all portions of the Building, Building Systems, FFE and Operating Equipment, all in accordance with maintenance programs established by Hyatt or HC from time to time, subject, in all respects, to ordinary wear and tear, to the availability of funds, to the limitations on Capital Expenditures herein set forth, and to Force Majeure Causes. In connection with the foregoing, Hyatt shall arrange for all maintenance and service contracts reasonably necessary for the maintenance and protection of the Hotel, and its various parts, including, without limitation, elevator maintenance, extermination services, trash removal, fuel supply and utility services, any of which may be provided through a Purchasing Company contract.

(e) Upon request of Owner's Representative from time to time, deliver to Owner's Representative copies of all employee policies and procedures, including, without limitation, copies of employee manuals and handbooks, in effect at the Hotel, all of which are proprietary materials and shall be kept confidential by Owner and returned to Hyatt upon expiration or earlier termination of this Agreement.

(f) Pay all bills and invoices for the Hotel other than Debt Service, real estate taxes and, insurance premiums (unless Owner has elected to participate in Hyatt's or HC's insurance programs and then only to the extent it has so elected). Notwithstanding the foregoing, both Hyatt and Owner's Representative shall have the right, upon prior notice to the other, to contest any real estate taxes or other impositions relating to the Hotel by appropriate proceedings conducted in good faith and with due diligence, the cost of which shall be a Hotel expense and paid from the Operating Accounts.

(g) As agent for Owner, enforce the rights of Owner under any leases, licenses or concession agreements with respect to the Hotel, and provide for the benefit of all tenants, licensees or concessionaires those Hotel services required to be provided by Owner as landlord thereunder. Without limiting the generality of the foregoing, Hyatt shall use commercially reasonable efforts to collect all rents from tenants, licensees and concessionaires and shall deposit the same in the Operating Accounts.

(h) Adopt and implement appropriate credit policies and procedures, including, without limitation, policies regarding the acceptance of credit cards, but Hyatt shall in no event be deemed a guarantor of the credit of any guest, patron, travel agent or credit card company.

(i) On behalf of Owner, collect, account for and remit promptly to proper governmental authorities all applicable excise, sales and use taxes or similar governmental charges collected by the Hotel directly from patrons or guests such as gross receipts, admission, cabaret, use or occupancy taxes, or similar or equivalent taxes, subject to the collectability thereof from such patrons or guests.

(j) Keep the Hotel fully stocked and equipped with all necessary inventories of food, beverages and other consumables, and Operating Equipment.

(k) Plan, prepare and supervise such marketing, advertising, sales, public relations and promotional programs or campaigns for the benefit of the Hotel as are necessary or appropriate in Hyatt's reasonable opinion, in addition to participation by the Hotel in Chain Services and Hyatt System Services including, without limitation, participation in airline frequent traveler programs.

(l) Hyatt shall also provide the services required to be provided by the Hotel in connection with Century II in accordance with the Catering Agreement, as the same may hereafter be amended from time to time with the consent of Hyatt.

(m) Hyatt shall at all times be and remain a wholly owned subsidiary of HC.

3.3 Hotel Employees.

Subject to the provisions of Section 3.17, Hyatt shall select, appoint and supervise all personnel for the proper operation, maintenance and security of the Hotel and in order to enable Hyatt to perform its duties and obligations under this Agreement. All employees of the Hotel shall be the employees of Hyatt and Hyatt may reimburse itself out of the Operating Accounts for all Employee Costs. Subject to the provisions of Section 3.17, Hyatt shall have the sole and exclusive right and authority to direct Hotel employees, and to hire, promote, demote, transfer in or transfer out, discipline, suspend or terminate any and all Hotel employees.

3.4 National Contracts.

Hyatt or HC, as part of their general services to Hyatt Hotels, negotiate various national contracts (including Mandatory Contracts) from time to time thereby making available to Hyatt Hotels various goods and services with the expectation that Hyatt Hotels will derive the benefits of centralized purchasing efficiencies. National contracts involve a wide variety of contracts covering various portions of hotel operations, which are subject to negotiation frequently during the course of each year. While not all national contracts will be applicable or equally applicable to each Hyatt Hotel, and except for Mandatory Contracts, it shall be within the discretion of the general manager to determine which of the national contracts shall be implemented at the Hotel and the extent of such implementation. It is agreed that with the exception of goods and services purchased through the Purchasing Company or Rosemont as more particularly described in Section 3.9 (for which Rosemont or the Purchasing Company may receive

a fee, commission, remuneration, rebate or reimbursement), neither Hyatt nor HC shall charge or receive any fees, commissions, remuneration, rebates or other reimbursements (for overhead costs or otherwise) in connection with any national contracts except for marketing and promotional allowances which are in turn allocated among Hyatt Hotels on a fair and equitable basis in relation to the purposes for which such allowances are received.

3.5 Parking Garage. As part its services under this Agreement, Hyatt shall operate the Parking Garage as a public parking facility and shall provide access to parking spaces to the general public. Hyatt shall generally charge parking rates based on prevailing rates in the downtown Wichita area for comparable parking facilities. Hyatt may elect to provide use of the Parking Garage to Hotel guests and patrons at no charge. Except as provided in the Parking Plan referred to in Section 3.12(a), Hyatt shall not reserve spaces in the Parking Garage for Hotel guests or patrons or any other Person, except that Hyatt may reserve parking spaces located below the second level of the Parking Garage for valet parking provided that valet parking services are kept available to the general public. The Parking Garage shall be maintained by Hyatt in accordance with the Maintenance Manual and Program for the State Office Building Parking Garage prepared by Walker Parking Consultants which is attached hereto as Exhibit F. Hyatt's plans for operating and maintaining the Parking Garage shall be set forth in the annual Parking Plan submitted in accordance with Section 3.12.

3.6 Limitations on Hyatt's Authority.

Notwithstanding anything herein contained to the contrary and in addition to any other limitations and restrictions herein contained, the following provisions shall constitute limitations and restrictions on the rights or authority of Hyatt hereunder:

(a) Except for an "Excluded Transaction", and subject to the provisions of this Agreement regarding contracts with Hyatt Affiliates, Hyatt shall not, without the consent of Owner's Representative, enter into any contract or other arrangement (or series of related contracts or arrangements) if the expenditures thereunder would, or are reasonably anticipated to, exceed Two Hundred Fifty Thousand Dollars (\$250,000) (subject to CPI adjustment) in the aggregate, or if the non-cancelable term of such contract is in excess of one (1) year. For purposes hereof, the term "**Excluded Transaction**" shall mean: (i) collective bargaining agreements; (ii) individual employment or compensation arrangements so long as the same (other than fringe benefit programs) do not involve a non-cancelable term in excess of one (1) year; (iii) Mandatory Contracts; (iv) expenditures from the FFE Fund to the extent the same may be made by Hyatt without Owner's Representative approval in accordance with Section 3.14; (v) expenditures incident to the booking of rooms, food and beverage and other Hotel business entered into in the ordinary course of business; and (vi) contracts or expenditures reasonably required in order to protect life, health, safety or property in cases of emergency or casualty.

(b) Owner's Representative shall have the sole power and authority to settle any property insurance claims which involve, or which are reasonably estimated to involve, amounts in excess of One Hundred Thousand Dollars (\$100,000) (subject to CPI adjustment), and any condemnation awards regardless of amount.

(c) Owner's Representative shall have the right to approve the institution of any legal or equitable proceedings with respect to the Hotel, including the selection of counsel, other than routine collection litigation, litigation involving matters covered by insurance (including subrogation claims), selection of labor counsel in connection with collective bargaining matters, and similar matters involving ordinary day-to-day operations of the Hotel wherein the amount in controversy is greater than One Hundred Thousand Dollars (\$100,000) (subject to CPI adjustment).

(d) If at any time during the Term, a collective bargaining representative or representatives for any group or groups of Hotel employees is recognized, Hyatt agrees to keep Owner's Representative informed from time to time as to the progress of collective bargaining negotiations. Hyatt agrees that it shall not enter into any collective bargaining agreement for any group of Hotel employees without the approval of Owner's Representative.

(e) Except for Chain Services, Hyatt System Services, Mandatory Contracts (subject to the express provisions of this Agreement) and purchases made by or through Purchasing Company (subject to the express provisions of this Agreement), Hyatt shall not purchase goods, supplies or services from itself or any Affiliate, or enter into any other transaction with an Affiliate of Hyatt wherein any portion of the cost thereof will be paid or reimbursed by the Hotel, except with the prior written consent of Owner's Representative.

(f) Hyatt shall not: (i) acquire on behalf of Owner any land or interest therein; (ii) finance, refinance, mortgage, place any liens upon or otherwise encumber the Hotel or any portion thereof or interest therein; (iii) consent to any condemnation award; (iv) sell, transfer or otherwise dispose of all or any portion of the Hotel except for dispositions of food, beverages and merchandise, and dispositions of FFE, to the extent the same are in the ordinary course of the Hotel's business; or (v) take any other action which, under the terms of this Agreement, is prohibited or requires the approval of Owner except with the express written approval of Owner's Representative.

(g) Hyatt shall not lease or grant any concessions for any Hotel operations, any restaurant or food service operations, or for any other commercial operation in or about the Hotel, except with the prior written approval of Owner's Representative.

3.7 Excuse for Performance.

Anything in this Agreement to the contrary notwithstanding, Hyatt shall be excused from its obligations to operate the Hotel in conformity with the First-Class Hotel Standard, and in conformity with its obligations under this Agreement: (i) to the extent and whenever Hyatt shall be prevented from compliance with such standard by reason of the occurrence of a Force Majeure Cause; (ii) to the extent of any breach by Owner of any provision hereof; or (iii) to the extent and wherever there is herein provided a limitation on Hyatt's abilities to expend funds in respect of the Hotel when failure to expend such funds shall reasonably prevent Hyatt from meeting the First-Class Hotel Standard or its obligations under this Agreement.

3.8 Chain Services and Hyatt System Services.

Throughout the Term, Hyatt shall make available to and for the benefit of the Hotel the full range of Chain Services and Hyatt System Services made available by HC to other Hyatt Hotels. Notwithstanding the foregoing, Owner's Representative shall have the right, at its option, from time to time, to elect not to participate or receive any of the Hyatt System Services that are listed on Exhibit D hereto as "Non-Mandatory". All other such Chain Services and Hyatt System Services to be deemed mandatory.

3.9 Purchasing.

During the Operating Period, Hyatt shall arrange for the purchase of all Operating Equipment, consumables and inventories, services and replacements of and additions to FFE, subject to and in compliance with the provisions of this Agreement. All such purchases shall be made at competitive prices and terms, and in arm's length transactions. Owner acknowledges that Hyatt and HC, as part of their service to Hyatt Hotels, makes available to all Hyatt Hotels the centralized purchasing services of one or more Purchasing Companies. In connection with any purchases of goods or services for the Hotel made by or through Rosemont or the Purchasing Company, the following provisions shall apply:

(a) Neither Hyatt, HC, Rosemont nor any Purchasing Company shall make any purchases of FFE in connection with a Refurbishing Program, except with the express written approval of Owner's Representative. With respect to any purchases contemplated by this subsection (a), separate contracts or agreements will be entered into between Owner and Rosemont or the Purchasing Company setting forth the scope of purchasing services which Owner elects to obtain from Rosemont or the Purchasing Company, the terms and conditions applicable thereto, and the fees or commissions to be paid to Rosemont or the Purchasing Company in connection therewith.

(b) Hyatt and HC from time to time, negotiate contracts with vendors or providers of services which, under their terms, provide for mandatory participation by Hyatt Hotels, or by Hyatt Hotels in a certain Business Segment, in some cases with certain exceptions. Neither HC nor Hyatt shall receive any fees, rebates or commissions under or with respect to Mandatory Contracts, although certain of the Mandatory Contracts may provide for promotional or other allowances which are then allocated among participating Hyatt Hotels on a fair and equitable basis as determined by Hyatt or HC.

(c) Hyatt and HC make various goods and services available to Hyatt Hotels through a centralized purchasing program ("Purchasing Company") currently administered by Avendra, LLC, a procurement services company in which an Affiliate of HC has a minority ownership interest. While neither HC nor Hyatt receive fees, commissions or other remuneration in connection with such purchasing services, the Purchasing Company may receive fees, rebates or commissions on certain goods or services so provided (which include a profit component). Owner's Representative shall be entitled to determine whether, and the extent to which, the Hotel shall use the services of the Purchasing Company (other than Mandatory Contracts). Hyatt and HC corporate personnel will provide on-going oversight of the Purchasing Company. The cost of

providing this function will be allocated among those hotels utilizing the purchasing services of Purchasing Company on a fair and equitable basis without premium, profit or mark up to Hyatt or HC.

(d) With respect to any purchases of FFE or Operating Equipment other than as provided in subsection (a) above and other goods or services not the subject of a Mandatory Contract, to the extent Hyatt has the right and authority hereunder to make such purchases, it may do so through Rosemont, as of this date hereof an Affiliate of Hyatt, and may pay, from the Operating Accounts, a fee or commission to Rosemont at the standard fee or commission then being charged by Rosemont for purchases of similar items, quantities and dollar values; provided, however, at any time during the Term, Owner's Representative shall have the right (i) to direct in writing that Hyatt use the services of an alternate purchasing agent recommended by Owner's Representative for all such purchases, and/or (ii) to designate local or other sources of supply therefor, and, in either event, Hyatt shall comply with any such written direction from Owner's Representative.

3.10 Legal Requirements.

Hyatt shall procure and maintain in effect all liquor and other licenses required to meet Legal Requirements which may lawfully be procured or maintained in its name or in the name of an Affiliate of Hyatt. Throughout the Term, Hyatt shall operate the Hotel in compliance with all Legal Requirements including in accordance with the rules, regulations or orders of any agency or instrumentality establishing life safety or fire safety standards applicable to the Hotel, subject in all respects to the standard of care, skill and diligence herein set forth. In addition, Hyatt shall apply for and obtain, in Hyatt's name if permitted by Legal Requirements, and shall keep in force, any and all licenses or permits required for the operation of the Hotel and its related facilities exclusive of permits (such as certificates of occupancy) relating to the Hotel's structure which shall be the responsibility of Owner. To the extent required in order to obtain licenses or permits, Hyatt shall cooperate in all reasonable respects including, without limitation, preparation and execution of permit applications required to be applied for by Owner, execution of necessary consents, providing necessary information regarding Hyatt and HC, and submitting to requirements of local police and governmental officials regarding specialized licenses such as liquor licenses.

3.11 Operating Accounts.

Hyatt shall establish one or more Operating Accounts in a bank or banks designated by Owner's Representative (which may include any banks acting as a Lender), and shall also maintain reasonable sums on hand at the Hotel in house banks and petty cash funds to meet cash needs of Hotel operations. All such Operating Accounts shall be maintained in the name of Hyatt as agent for Owner, and all funds deposited therein shall be the sole property of Owner. All monies advanced to Hyatt as working capital by Owner, shall be deposited in the Operating Accounts, together with all monies received by Hyatt from the operations of the Hotel. Hyatt shall pay out of the Operating Accounts, to the extent of available funds therein from time to time, all expenses incurred in connection with the operation of the Hotel, all other items entering into the calculation of Adjusted Profit (other than property taxes, insurance premiums and Hurdle Amount) and all other amounts required or permitted to be paid by Hyatt in the performance of its duties and obligations hereunder. Checks or other documents of withdrawal

drawn upon the Operating Accounts shall be signed exclusively by representatives of Hyatt or Hotel employees designated by Hyatt, as agent for Owner. All persons drawing on such accounts shall be bonded. Although Owner's Representative may grant security interests in the Operating Accounts to secure the obligations of Owner to Lenders, all such security interests shall be subject to the rights and authority of Hyatt hereunder so as to ensure the uninterrupted operation of the Hotel and the payment of all expenses of its operation whenever arising.

Hyatt shall have the right, but not the obligation, to maintain advance bookings deposits, for both individual and group business, in one or more segregated, interest-bearing bank accounts (which shall constitute one of the Operating Accounts) maintained solely for the receipt of such advance deposits. Funds, with interest earned, if any, shall be removed from the segregated bank account and deposited in the regular Operating Accounts of the Hotel at such time as the deposit is earned by the Hotel, or, if appropriate, for the purpose of making refunds to Persons entitled thereto. Until advance deposits are transferred to the ordinary Operating Accounts, amounts in the segregated account shall not be deemed part of the working capital of the Hotel nor shall the receipt thereof constitute Gross Receipts.

Unless due to Hyatt's Grossly Negligent or Willful Acts, any loss suffered in an Operating Account, or in any investment of funds into any such account, shall be borne by Owner, and Hyatt shall have no liability or responsibility therefor.

3.12 Annual Plan.

(a) As soon as the same are available, but in any event prior to November 1 of each calendar year during the Term, Hyatt will prepare and submit to Owner's Representative (i) Hyatt's forecast of the Hotel's operations for the ensuing calendar year including estimates of revenues and operating expenses and the assumptions underlying the same; (ii) Hyatt's proposed marketing plan for the ensuing calendar year; (iii) Hyatt's plan for operating and maintaining the Parking Garage during the ensuing calendar year; and (iv) a budget of Capital Expenditures for the ensuing calendar year, all of which shall be prepared on Hyatt's standard formats (copies of which have heretofore been provided to Owner's Representative) and, shall be supplemented with such additional detailed information as Owner may reasonably request. The materials described in clauses (i) and (ii) above are herein collectively referred to as the "**Operating Forecast**", the parking operations and maintenance plan described in clause (iii) above is herein referred to as the "**Parking Plan**", and the budget referred to in clause (iv) above is herein referred to as the "**Capital Budget**" and the Operating Forecast, Capital Budget and Parking Plan are collectively referred to as the "**Annual Plan**". The Annual Plan shall be prepared in accordance with HC's standard internal planning and budgeting procedures.

(b) All items of expenditure contained in the Annual Plan shall be subject to approval of Owner's Representative, except for the exclusions set forth in Section 3.12(c)(3) below; provided, however, Owner's Representative shall not withhold its approval for any expenditures which are reasonably necessary, in nature or amount, to enable the Hotel to continue operation in accordance with the First-Class Hotel Standard.

(c) Promptly after submission of the Annual Plan, Owner's Representative and representatives of Hyatt shall meet at the Hotel or at such other location as may be mutually

agreed at a mutually convenient time to discuss the Annual Plan with respect to which Hyatt and Owner hereby agree as follows:

(1) Hyatt shall take into consideration the views and suggestions of Owner's Representative regarding all aspects of the Operating Forecast and both Owner's Representative and Hyatt shall attempt, in good faith, to reach mutually satisfactory agreements, and thereupon to incorporate any such agreements into the Operating Forecast. In this connection, Owner's Representative shall have the right to suggest changes in operating policies and in the proposed Operating Forecast which it considers reasonably necessary to achieve the objectives of near-term and long-term maximization of Hotel profits, subject in all respects to the First-Class Hotel Standard. To the extent Hyatt disagrees with Owner's Representative's suggestions and comments, Hyatt shall provide written explanations for its disagreements. Following the foregoing discussions and explanations, Hyatt shall submit a revised Operating Forecast for further comment and discussion in the manner set forth above. Thereafter, the parties shall continue to discuss the Operating Forecast in the manner described above until such time as both Hyatt and Owner's Representative shall have reached agreement on all items comprising the Operating Forecast (subject to the provisions of Section 3.12(c)(3) below).

(2) If the parties have not agreed on the Operating Forecast or any portion thereof within thirty (30) days after presentation of the Operating Forecast to Owner's Representative, until such time as an Operating Forecast has been approved in its entirety (subject, however, to the provisions of subsection (3) below regarding those items of expenditures not requiring Owner's Representative approval), all items comprising the Operating Forecast which have theretofore been agreed upon by Owner's Representative and Hyatt shall be deemed part of the Operating Forecast and, with respect to those items which have not yet been agreed upon, Hyatt shall continue to operate the Hotel in accordance with the standards of operation and operating policies in effect during the preceding Fiscal Year (or as in effect on the Takeover Date for the then current Fiscal Year).

(3) Notwithstanding the foregoing, Owner's Representative's approval will not be required for (a) any costs associated with practices, procedures or programs which are HC chain requirements such as Chain Services and mandatory Hyatt System Services, provided that charges for Chain Services shall be as herein set forth, and for Hyatt System Services are generally assessed to the Hotel on the basis set forth in Exhibit D, or, for other such requirements, on the same basis (although not necessarily in the same overall dollar amount) as such charge is assessed to other Hyatt Hotels included in the group of hotels to be assessed; (b) compensation levels to Hotel employees or in HC chain-wide or regional fringe benefit programs; (c) costs associated with contracts or arrangements which Hyatt or HC have made in good faith on a chain-wide, regional or Business Segment basis such as Mandatory Contracts; (d) items (such as room rates, menu or banquet prices, and the like) affecting the estimate of Hotel revenues; (e) any expenditures reasonably necessary to prevent an imminent threat to life, health, safety or property of the Hotel; or (f) any expenditures required to be made under the express provisions of this Agreement including expenditures for Management Fees, Chain Expense, Employee Costs or mandatory Hyatt System Costs.

(4) Owner and Hyatt both acknowledge that the estimates of revenues and expenses contained in the Operating Forecast represent Hyatt's best estimate of the same for the

ensuing Fiscal Year and not in any way a guarantee of actual results. Actual revenues and expenses can vary from estimates for reasons beyond the reasonable control of Hyatt including, without limitation, the following: (a) the volume of business and the levels of hotel occupancy; (b) the mix of business (that is, the relationship of food and beverage revenues to room revenues and other hotel related revenues); (c) prevailing wage rates and the effects of collective bargaining agreements; (d) inflation; (e) utility rates, insurance premiums and tax increases; (f) unanticipated and extraordinary repair and maintenance expenses; (g) the need to meet competitive market conditions; and (h) other similar causes. Nevertheless, the Operating Forecast shall constitute a standard to which Hyatt shall use reasonable efforts to adhere. Owner acknowledges, however, that so long as Hyatt adheres to the provisions of the preceding sentence, Hyatt shall have no liability to Owner, and shall not otherwise be deemed in Default hereunder, if actual operating results vary to any extent from the Operating Forecast.

(5) With respect to Capital Expenditures as set forth in the Capital Budget, including Refurbishing Programs, Hyatt shall have no right to incur any such expenses except pursuant to and in accordance with a Capital Budget approved by Owner's Representative and, after approval of a Capital Budget, Hyatt may not incur Capital Expenditures in excess of those required or permitted under the approved Capital Budget; provided, however, (a) Owner agrees that Owner's Representative shall approve all Capital Budgets or relevant portions thereof which are reasonably necessary in order to enable the Hotel to meet the First-Class Hotel Standard; (b) Hyatt shall have the right to make expenditures for the replacements of or additions to FFE (other than expenditures relating to Refurbishing Programs) to the extent such expenditures are made from funds then on deposit or to be deposited in the FFE Fund to the extent such expenditures relate to FFE but do not constitute Capital Expenditures as herein defined; and (c) Hyatt shall have the right, whether or not a Capital Budget shall have been approved and whether or not an approved Capital Budget shall contemplate the same, to make expenditures, including Capital Expenditures, which it reasonably deems necessary to minimize personal injury and property damage in cases of casualty or other emergency, or which it deems reasonably necessary in order to comply with applicable "Legal Requirements" (as herein defined).

(6) If Owner's Representative does not approve a Capital Budget, or any line item within a Capital Budget, within thirty (30) days after delivery of the same to Owner's Representative, then such Capital Budget, or such line item or items not specifically approved by Owner's Representative, shall be deemed disapproved. With respect to any disapproved Capital Budget, or portions of a Capital Budget, Owner's Representative and Hyatt shall meet and confer in good faith in an effort to reconcile differences during the thirty (30) day period following Owner's Representative's disapproval of the Capital Budget or portions thereof. If, following Owner's Representative's review and its approval of any Capital Budget as detailed in the first sentence of this subsection, Hyatt reasonably determines the Capital Budget, as theretofore approved by Owner's Representative, will not provide sufficient funds necessary to enable the Hotel to meet the First-Class Hotel Standard, Hyatt shall notify Owner's Representative in writing of those unapproved items of capital expenditures deemed necessary by Hyatt to meet such First-Class Hotel Standard (collectively the "**Disputed Capital Expenditures**"). If Owner's Representative does not agree to include the Disputed Capital Expenditures in the approved Capital Budget within thirty (30) days after delivery of Hyatt's notice, Hyatt shall have the right to submit the matter to arbitration on the issue of whether the Disputed Capital

Expenditures are necessary to enable the Hotel to meet the First-Class Hotel Standard, and such determination, as to the Disputed Capital Expenditures, shall be final and binding on both Owner and Hyatt. Any arbitration conducted as contemplated by the preceding sentence shall be conducted in Wichita, Kansas (or such other location as shall have been approved in writing by both Hyatt and Owner's Representative) in accordance with the applicable rules of the local chapter of the American Arbitration Association, except that any arbitrator selected shall be a Person (i) who is not then, and has not for the five (5) year period next preceding the date of such arbitration, been retained by either Hyatt, HC or Owner either as an employee, consultant or in other similar capacity; and (ii) has at least ten (10) years prior experience in the hospitality industry as either owner or operator of full service lodging facilities. The cost of any such arbitration shall be a Hotel expense paid from the Operating Accounts.

(d) Owner agrees that Owner's Representative shall promptly review all Operating Forecasts and Capital Budgets submitted to it, and Hyatt agrees that it shall provide Owner's Representative with such additional and supplemental information with respect thereto as shall be reasonably requested by Owner's Representative and which may be prepared or compiled without unreasonable delay, expense or interruption of normal operations. Owner's Representative shall act reasonably and exercise prudent business judgment in approving or disapproving all or any portion of the Operating Forecasts and Capital Budgets, and Owner's Representative must at all times act in a manner that shall permit maintenance and operation of the Hotel in compliance with the First-Class Hotel Standard.

(e) From time to time (but not more frequently than quarterly) during any Fiscal Year, if Hyatt anticipates that revenues shall be lesser or expenditures shall be greater than those forecasted or budgeted, Hyatt shall advise Owner's Representative thereof in writing, and shall explain or comment on the reason for such deviation, and shall, if Hyatt deems it appropriate, submit revisions to the then applicable Capital Budget for Owner's Representative's approval, and an updated Operating Forecast for review and discussion with Owner's Representative, but no such updated Operating Forecast shall be subject to the approval process described above. The necessity for an amendment to a Capital Budget, or a revision to an Operating Forecast, shall not be deemed an Event of Default by Hyatt hereunder.

3.13 Legal Proceedings.

Legal proceedings arising in the ordinary course of business of the Hotel, such as collections, enforcement of contracts and proceedings against Hotel guests or commercial tenants for amounts due, may be instituted by Hyatt in its name, as agent hereunder, using counsel designated by Hyatt. In addition, Hyatt shall have the right to defend, through counsel designated by it, legal proceedings brought against Hyatt or HC resulting from the operation of the Hotel, or legal proceedings arising in the ordinary course of business against the Hotel such as guest claims for loss of property or injury to persons and claims relating to employment or application for employment at the Hotel. No actions shall be brought or defended in Owner's name by Hyatt without Owner's Representative's consent and without the use of counsel designated or approved by Owner's Representative. All claims against Owner or Hyatt or HC arising out of the management or operation of the Hotel which are covered in whole or in part by insurance shall be forwarded by Hyatt to the appropriate insurer. Legal proceedings relating to the operation of the Hotel of other types or of a non-recurring nature not in the

usual and ordinary course of business, and the defense of any such actions against the Hotel, shall require Owner's approval of the proceedings and of counsel designated for the prosecution or defense thereof. If requested by Owner's Representative, Hyatt shall supervise such legal proceedings and furnish Owner's Representative from time to time, upon request, with status reports with respect thereto. Owner and Hyatt shall cooperate with each other in such legal proceedings. The costs of all legal proceedings relating to the operation of the Hotel, whether incurred by Owner or Hyatt or HC, inclusive of damages, awards, fines and penalties, if any, shall be expenses of the Hotel and deducted in computing Adjusted Profit except in cases of gross negligence, willful misconduct, recklessness or intentional misconduct of Owner or in cases of Hyatt's Grossly Negligent or Willful Acts in which event all such costs of such proceedings, whether incurred by Hyatt or HC or Owner, shall be borne by the party whose conduct resulted therein.

3.14 FFE Fund.

Hyatt shall establish and maintain an interest-bearing account of a type and with an institution approved by Owner's Representative (the "**FFE Fund**") to cover the cost of (i) additions to and replacements of FFE (including such expenditures in connection with a Refurbishing Program); and (ii) lease payments for FFE replacements pursuant to equipment leases approved by Owner, and for no other purpose. Hyatt shall have the right to withdraw funds from the FFE Fund for the payment of any of the aforesaid amounts; provided, however, no such amounts shall be withdrawn with respect to Capital Expenditures for FFE replacements or additions except pursuant to and in accordance with an approved Capital Budget or as otherwise provided in Section 3.12 above. During the Term, Hyatt shall transfer into the FFE Fund from the Operating Accounts, on a monthly basis, an amount equal to five percent (5.0%) of the Gross Receipts for each calendar month. In addition, upon execution of this Agreement, Owner shall make an initial deposit to the FFE Fund in an amount equal to Eight Hundred Thousand Dollars (\$800,000). All interest earned on funds on deposit from time to time in the FFE Fund shall remain in, and become part of, the FFE Fund. In the event of the occurrence of any casualty or other event resulting in the receipt by Owner or the Hotel of business interruption insurance proceeds, a portion of such proceeds which represents the amounts which would otherwise have been deposited to the FFE Fund had such casualty or other event not occurred, shall, upon receipt of such proceeds, be deposited therein by Owner (or by Hyatt on behalf of Owner). All funds at any time on deposit in the FFE Fund shall be the property of Owner, and shall be returned to the full control of Owner on expiration or earlier termination of this Agreement, it being understood and agreed, however, that during the Term the FFE Fund shall constitute one of the Operating Accounts and be subject to all of the terms applicable thereto as set forth in Section 3.11 above.

3.15 Name of Hotel.

During the Term, the Hotel shall at all times be known and designated as HYATT REGENCY WICHITA, or by such other name as shall be mutually agreed upon by Owner and Hyatt, but which shall in any event include the word "Hyatt". Hyatt represents and warrants to Owner that Hyatt has been granted the right to use the Protected Names and Protected Marks in connection with the operation of the Hotel by HC and that HC has the legal right to use the Protected Names and the Protected Marks and to grant to Hyatt the right to use the same in connection with the operation of the Hotel. Owner acknowledges that each of the Protected Names and Protected Marks, when used either alone or in conjunction with any other word or words, or any other marks, are the exclusive property of HC, and

Owner acknowledges that HC alone has the exclusive right to determine the form of presentation of the Protected Names and the Protected Marks in conjunction with the operation of the Hotel, including the marketing, promotion, advertising and management thereof, for the sales or marketing of any goods or services, or on any Hotel signage. Owner hereby covenants and agrees on its own behalf and on behalf of any transferee, assignee or successor, not to use any of the Protected Names or Protected Marks, either alone or in conjunction with any other word or words, or in conjunction with any other logos, trademarks, trade names or other marks, in connection with the use or operation of the Hotel, or otherwise. Furthermore, Owner agrees that no right or remedy of Owner for any Default of Hyatt hereunder nor the delivery of possession of the Hotel to Owner upon expiration or earlier termination of the Term, nor any other provision of this Agreement, shall confer upon Owner, or any transferee, assignee or successor of Owner, or any Person claiming by or through Owner, the right to use any of the Protected Names or Protected Marks, either alone or in conjunction with any other word or words or in conjunction with any other logos, trademarks, trade names or other marks, in connection with the use or operation of the Hotel or otherwise. In the event of any breach of this covenant by Owner, Hyatt and HC shall be entitled to damages, to relief by injunction, and to all other available legal rights or remedies, and this provision shall be deemed to survive the expiration or earlier termination of this Agreement.

Notwithstanding the foregoing, if at any time, Hyatt shall be excused from its obligation to operate the Hotel in conformity with the First-Class Hotel Standard, then, in addition to any other right or remedy available to Hyatt by reason thereof, Hyatt may, in its sole and absolute discretion, and for so long as Hyatt may be excused from its said obligation, change the name of the Hotel to such other name as Hyatt, in its discretion, shall select, which name may, if Hyatt so elects, exclude the use of any of the Protected Names or Protected Marks, provided only that the new name selected by Hyatt shall not infringe upon the rights of any other Person, and Hyatt may also, in its discretion, discontinue, for such period of time, the use of any and all of the Protected Marks.

3.16 Distributions to Owner.

Contemporaneously with furnishing the monthly statement for each calendar month pursuant to Section 6.3 hereof, but subject to the provisions of Section 8.2, Hyatt shall remit to Owner out of the Operating Accounts the amount (“**Owner’s Remittance Amount**”) by which the total funds then in the Operating Accounts (other than the FFE Fund) exceed the amount then reasonably required to be maintained in the Operating Accounts (after withdrawal of the Management Fee and other amounts due to Hyatt hereunder and the amounts required to be deposited to the FFE Fund) in order to carry on the uninterrupted operation of the Hotel in accordance with the First-Class Hotel Standard and in order to enable Hyatt to perform its obligations hereunder. Each remittance shall be paid to Owner at Owner’s address then in effect for receipt of notices hereunder, or at such other place as Owner’s Representative may, from time to time, designate in a notice to Hyatt.

3.17 General Manager; Transfer of Executive Committee.

(a) Prior to the appointment by Hyatt of any person to the position of General Manager of the Hotel, or any replacement for that position, Hyatt will notify Owner’s Representative of the proposed appointment in writing and shall, at the request of Owner’s Representative, afford Owner’s Representative an opportunity to meet in person with the candidate and to consult with Hyatt regarding the advisability of such appointment. No person

shall be appointed to the position of General Manager of the Hotel until Owner's Representative has approved the appointment (which approval shall not be unreasonably withheld or delayed), except that, where appropriate, persons may be appointed by Hyatt on an interim or acting basis where necessary in order to fill the position temporarily pending receipt of final approval from Owner's Representative.

(b) If in any period of twenty-four (24) consecutive months, two (2) members of the "Executive Committee" of the Hotel are transferred to positions at other Hyatt Hotels, the costs of relocation for any further replacements at the Hotel for the Persons so transferred during said twenty-four (24) month period shall be borne by Hyatt, shall not be deemed a Hotel expense and shall not be subject to reimbursement to Hyatt. In no event shall a transfer be deemed to have occurred for purposes of this Section 3.17(b) if the transfer results from the request of the Owner to replace the Person in question, or, if relocation costs are incurred as a result of the death, disability or resignation of the executive in question or his/her termination of employment by Hyatt for cause. In addition to the foregoing, if, during the aforesaid twenty-four (24) month period, there are more than three (3) replacements of members of the Executive Committee, then, in addition to the payment of all relocation costs as above provided, Hyatt shall also pay to Owner, an additional fee equal to fifty percent (50%) of the relocation costs actually paid for the fourth (4th) replacement and an additional fifty percent (50%) for each replacement thereafter during said twenty-four (24) month period (that is, for example, one hundred percent (100%) for the fifth (5th) replacement, one hundred fifty percent (150%) for the sixth (6th) replacement, and so on). Nothing herein shall limit the right of Hyatt to make any such transfer subject only to the above provisions regarding relocation costs and additional fees. For purposes hereof, the "Executive Committee" shall mean the general manager, the rooms executive, the director of sales and marketing, the controller, the director of food and beverage, the director of human resources and the chief engineer, or Persons performing similar duties however designated. The foregoing provisions of this Section 3.17(b) shall not apply to the initial appointments of members of the Executive Committee whose relocation costs are part of the "Conversion Costs" referred to in Section 4.6.

ARTICLE IV

Financing

4.1 Owner Financing.

Hyatt acknowledges that Owner may finance its acquisition, ownership or refurbishing of the Hotel from time to time which shall be subject to Hyatt satisfying itself that the Person providing such financing has a generally favorable business reputation as to compliance with criminal laws and is not a Person that would be considered by regulators in the gaming industry to be unsuitable business associates of Hyatt or its Affiliates. In all other respects, Owner shall have full discretion in arranging financing, all of which shall be arranged at the sole cost and expense of Owner. Owner shall likewise have the right, at any time and from time to time, to refinance any of Owner's previous financing, subject to the same rights of Hyatt hereunder and all of the other provisions of this Section 4.1. Copies of all financing documents shall be furnished to Hyatt, it being understood and agreed, however, the rights, duties, obligations, liabilities, powers and privileges of Hyatt shall be as set forth herein notwithstanding any contrary

provisions in any of the financing documents, and Hyatt shall have no obligation to do or perform any of the covenants or obligations of Owner under the financing documents except to the extent the same are required of Hyatt hereunder.

4.2 Specific Covenants for the Benefit of Lenders.

Provided each Lender shall have furnished Hyatt with the Non-Disturbance Agreement referred to in Section 4.3 below and provided Owner shall have furnished notice to Hyatt identifying the Lender and setting forth the address of such Lender for the delivery of notices, Hyatt hereby agrees, for the benefit of each Lender, as follows, each of the following covenants being covenants made for the benefit of, and enforceable by, each Lender:

(a) To the extent that this Agreement creates any interest in Hyatt or HC in the Hotel, this Agreement is expressly made subject and subordinate to the security instruments and liens of Lender. Nothing herein contained, however, shall be deemed a subordination of the Management Fee.

(b) Hyatt shall, simultaneously with the giving of any notice to Owner's Representative of the occurrence of an Event of Default (subject to the applicable cure period), deliver a copy of such notice to the Lender.

(c) In the event Owner or Lender shall not have cured any Event of Default of which Owner and Lender shall have been notified as above provided within the period of grace (if any) applicable thereto, Hyatt agrees that it shall nevertheless not exercise any right of termination hereunder (or any other remedy which would limit or restrict its duties or obligations as manager hereunder) by reason of the occurrence of such Event of Default unless it shall have first notified Lender in writing of the failure on the part of Owner to cure such Event of Default within the applicable grace period, and shall have afforded Lender an additional period of thirty (30) days in which to cure the same, provided that, during the additional period of cure, sufficient funds shall at all times have been made available to Hyatt to ensure the uninterrupted and efficient operation of the Hotel, and the payment of all liabilities and obligations of the Hotel (including, without limitation, all amounts due to Hyatt hereunder). Upon receipt of such notice, Lender shall have thirty (30) days in which to cure such Event of Default, or, if such Event of Default is of a nature which cannot be reasonably be cured within said thirty (30) day period or shall require possession of the Hotel in order to cure the same, Lender shall have an additional period of time, not in excess of ninety (90) additional days, in which to cure the same provided that Lender, within the aforesaid period of thirty (30) days, shall have (i) notified Hyatt in writing of Lender's intention to cure, and (ii) commenced, and thereafter diligently pursued, such cure. In the event Lender fails to cure or to deliver the notice as hereinabove required within the aforesaid period of thirty (30) days, Hyatt may, at any time thereafter, exercise any right or remedy available hereunder, including termination of this Agreement. At such time as any such Event of Default shall have been cured by Lender the same shall constitute a full cure of the Event of Default as though the same had been cured by Owner. Anything herein contained to the contrary notwithstanding, any Event of Default which is capable of being cured solely by the payment of money shall for all purposes be deemed a default which can be cured within the period of thirty (30) days and shall not be deemed an Event of Default requiring possession of the Hotel in order to cure.

(d) Upon reasonable advance written notice from any Lender, Hyatt will accord to such Lender and its agents the right to enter upon any part of the Hotel at reasonable times during the Term for the purpose of examining or inspecting the financial books and records of the Hotel, or examining and making extracts thereof, or for the purpose of examining the Hotel and its business systems, provided the same shall be done with as little disruption to the operation of the Hotel as possible. Owner hereby irrevocably and unconditionally consents to the foregoing, and to the exercise of the above rights by Lender, and agrees that Hyatt may provide such access and permit such examination and inspections without further consent or approval by Owner.

(e) At any meeting or conferences at which Hyatt and Owner's Representative shall confer with respect to any Annual Plan, Lender shall have the right to have representatives present who may participate in any such meetings or conferences. Hyatt may, without further consent of Owner, but shall have no obligation to, meet or confer with representatives of the Lender separately. At any meeting between Hyatt and Lender, whether or not Owner's Representative shall be present, Hyatt shall have the right to disclose to Lender such financial and other information relating to the Hotel as Lender may reasonably request.

(f) If any Lender, or any purchaser of the Hotel at a foreclosure or other sale held in connection with the exercise of any remedies available to Lender, or any purchaser from a Lender who shall have acquired the Hotel following acquisition thereof by Lender pursuant to foreclosure proceedings or pursuant to any acts or proceedings in lieu of foreclosure, shall succeed to the interest of Owner in the Hotel, Hyatt agrees that it shall continue to manage and operate the Hotel in accordance with the provisions of this Agreement for the benefit of Lender or such purchaser, upon the terms and conditions hereof, for all the rest and remainder of the Term, and, at any time thereafter, upon the written request of Lender, or any such purchaser, Hyatt shall attorn to Lender or such purchaser in writing.

Neither Lender nor any such purchaser shall have any personal liability or obligation to Hyatt hereunder by reason of any amount due or owing to Hyatt by Owner and accruing prior to the date on which the Lender or such purchaser shall succeed to the interests of Owner hereunder (such date being herein referred to as the "Title Date"), it being understood and agreed, however, that failure to pay, perform or discharge any such liability or obligation shall nevertheless constitute a Default or Event of Default hereunder entitling Hyatt to exercise its rights of set off against funds in the Operating Accounts, regardless of when the same shall have been deposited therein and regardless of when the revenues to which such funds relate shall have arisen, or to exercise any rights of termination which Hyatt may have hereunder, it being the understanding and agreement of all parties hereto that Hyatt shall have the right, power and authority to pay all of the liabilities and obligations, expenses and costs of the Hotel from the Operating Accounts on an uninterrupted and continuous basis notwithstanding the occurrence of any Event of Default, foreclosure, sale, transfer or other event in connection with a foreclosure or act in lieu of foreclosure.

(g) Hyatt hereby consents to the assignment by Owner to any Lender, as additional security for any financing, of all of Owner's rights under this Agreement, and to the grant or conveyance by Owner to any such Lender of a security interest in the Hotel, or any part thereof or interest therein; provided, however, any security interest granted by Owner in any of the Operating Accounts (including the FFE Fund) shall at all times be subject to the rights, power and

authority of Hyatt hereunder so as to ensure the uninterrupted operation of the Hotel and the payment of all expenses of its operations (including amounts due to Hyatt hereunder).

4.3 Non-Disturbance.

Owner hereby agrees, for the benefit of Hyatt, that in connection with any debt financing relating to the Hotel, Owner's Representative shall obtain from each Lender a so-called "**Non-Disturbance Agreement**" pursuant to which the Lender shall agree that if any "Post-Default Purchaser" shall acquire title to the Hotel, the Post-Default Purchaser shall accept an attornment from Hyatt, and agree that the rights, interests, privileges, authority and power of Hyatt hereunder shall in no event be disturbed by the Post-Default Purchaser, and that this Agreement shall continue in full force and effect for all the rest and remainder of the Term subject only to termination in accordance with its terms or in connection with the exercise of any available right or remedy hereunder. The provisions of this Section 4.3 shall be independent of any other provisions of this Agreement. No waiver by Owner or any Lender of the provisions of Section 4.2 shall release Owner of its obligations under this Section 4.3; provided, however, the provisions of Section 4.2 hereof shall in no event be applicable, and Hyatt shall have no obligation or liability thereunder, except to a Lender which shall have executed and delivered the Non-Disturbance Agreement herein contemplated. For purposes hereof, a "**Post-Default Purchaser**" shall mean the Lender, any Affiliate of the Lender, any party designated by Lender to take title to the Hotel, any successor in interest to Lender under any of the instruments or documents evidencing or securing the financing in question, any purchaser at a foreclosure sale, and any purchaser of the Hotel acquiring title to the Hotel in connection with the exercise of any remedies (or in lieu of the exercise thereof) by a Lender, or its successor in interest.

4.4 Confirmation.

From time to time, upon request of Owner's Representative or any Lender, and provided the provisions of Section 4.3 have been complied with, Hyatt shall enter into a separate written agreement with Lender repeating and setting forth the covenants and obligations of Hyatt under this Article for the benefit of Lenders, with such changes or revisions as shall be reasonably requested by a Lender and which do not materially or adversely alter any of the rights, powers, remedies, liabilities, obligations or authority of Hyatt herein contained.

4.5 Estoppel Certificates.

On request from time to time during the Operating Term, Hyatt shall execute and deliver to Owner or any Lender, within thirty (30) days following Hyatt's receipt of written request therefor, a certificate: (i) certifying that this Agreement has not been modified and is in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and specifying the modifications); (ii) stating whether, to the knowledge of the signatory of such certificate, any Default by Owner exists, and if so, specifying each Default of which the signatory may have knowledge; and (iii) providing any additional information reasonably requested by Owner's Representative or a Lender; provided, however, that in no event shall Hyatt be required to agree to any waivers with respect to this Agreement or other agreements in effect between the parties. On similar notice, Hyatt shall be entitled to a similar certificate from Owner, any Lender (with respect to any mortgage on the Hotel), or any ground lessor (with respect to any ground lease).

4.6 Hyatt Loan.

(a) Loan Commitment. Subject to the satisfaction of all conditions precedent hereinafter set forth, and subject to compliance with each of the terms and provisions hereof, Hyatt agrees that it shall make a loan to Owner in an amount equal to a maximum of One Hundred Thousand Dollars (\$100,000) for the payment of "Conversion Costs" (as defined below) (the "Hyatt Loan").

(b) Loan Terms. The terms and provisions applicable to the Hyatt Loan shall be as follows:

(1) Funding.

(a) Concurrently herewith, Owner's Representative and Hyatt have initialed a "Conversion Cost Budget" showing the estimated costs of conversion from prior management to Hyatt management of One Hundred Seventy-Six Thousand Four Hundred Thirty Dollars (\$176,430) including, without limitation, new computer equipment, software, staff relocation costs, staff training, and other costs necessary to enable the Hotel to be operated under Hyatt's system of operations ("Conversion Costs"). From time to time as Conversion Costs are incurred and payment therefor is due, Hyatt shall pay all such amounts up to (but not more than) One Hundred Thousand Dollars (\$100,000) in the aggregate, all such payments by Hyatt to be deemed advances of a Hyatt Loan. Thereafter, as Conversion Costs are incurred, Hyatt shall notify the Owner's Representative thereof in writing requesting funding by Owner for all amounts then required to be paid up to the balance of the amounts required to be paid under the Conversion Cost Budget. Although Conversion Costs shall be limited to the amount set forth in the Conversion Cost Budget approved by Owner's Representative and Hyatt, Hyatt shall have the right, at its discretion, to reallocate among line items so long as no line item may be increased, by any such reallocation, by more than ten percent (10%).

(b) Funding of the Hyatt Loan shall be made directly to the Operating Accounts and shall be used solely to pay Conversion Costs.

(2) Interest Rate. The Hyatt Loan shall not bear interest.

(3) Forgiveness of the Hyatt Loan. Subject to acceleration thereof as hereinafter provided, the Hyatt Loan shall be deemed to be amortized over the Term in equal monthly installments in arrears commencing with the first (1st) day of the month next following the date hereof (each such date being herein referred to as a "Forgiveness Date"). On each Forgiveness Date, a portion of the Hyatt Loan, equal to the amount deemed to have been amortized during the preceding month shall be forgiven and discharged by Hyatt (the amount thereof to be prorated on a per diem basis if the preceding period is less than a full calendar month).

(4) Payments of Hyatt Loan Balance. Subject to clause (5) below, any remaining balance of the Hyatt Loan shall be due and payable upon termination of this Agreement prior to expiration of the Term for any reason. Whenever, under the provisions of this

Agreement, Owner's Representative has the right to terminate this Agreement, exercise of such right shall be conditioned upon payment in full, on or before the effective date of any such termination, of the remaining balance due on the Hyatt Loan. Hyatt acknowledges that any payments due from Owner under this Section 4.6 shall be payable solely from Hotel proceeds and nothing set forth in this Section 4.6 shall be construed in a way that would be in violation of the Kansas Cash Basis and Budget Laws (K.S.A. 10-1101 *et. seq.* And K.S.A. 79-2925, respectively). For purpose of this Section 4.6, "Hotel proceeds" shall mean Gross Receipts, amounts held in Operating Accounts, or the proceeds from the sale or refinancing of the Hotel.

(5) **Acceleration.** Notwithstanding clauses (3) and (4) above, the remaining principal balance due on the Hyatt Loan shall, at Hyatt's option as set forth in a written notice from Hyatt to Owner's Representative, become immediately due and payable in full upon the occurrence of any one or more of the following events or circumstances: (i) the occurrence of any uncured Event of Default by Owner under this Agreement (whether or not Hyatt elects to terminate the same by reason thereof); (ii) the institution of any bankruptcy, reorganization or insolvency proceedings by or against Owner or any person or entity in control of Owner; or (iii) sale or other disposition of the Hotel by Owner, whether or not this Agreement shall terminate in connection therewith, including, without limitation, any disposition occurring by way of condemnation, mortgage foreclosure, or proceedings or transactions in lieu of foreclosure.

(6) **Documentation.** The Hyatt Loan shall be evidenced by a promissory note or other similar instrument in form and substance reasonably satisfactory to Hyatt and Owner's Representative.

(7) **No Set Off; Relationship to Remainder of Management Agreement.** Owner shall have no right to set off against amounts due and owing to Hyatt under the Hyatt Loan any amounts due or alleged to be due to Owner under other provisions of this Agreement, or by reason of any defaults or alleged defaults by Hyatt hereunder, it being understood and agreed that Owner's obligation to Hyatt with respect to the Hyatt Loan shall be strictly as set forth in this Section 4.6, all such covenants and obligations of Owner to be deemed separate and independent covenants and obligations.

(8) **Prepayment.** Owner may prepay all or any part of the Hyatt Loan at any time without premium or penalty.

ARTICLE V

Management Fees and Reimbursements

5.1 **Management Fees**

For the services to be rendered by Hyatt hereunder, Owner shall pay to Hyatt, Management Fees as follows:

(a) For each Fiscal Year, Owner shall pay to Hyatt a basic fee (the "Basic Fee") equal to three percent (3.0%) of the Gross Receipts for such Fiscal Year; and

(b) For each Fiscal Year in which there shall be Adjusted Profit, Owner shall pay to Hyatt, in addition to the Basic Fee, an incentive fee (the "Incentive Fee") equal to fifteen percent (15.0%) of the Adjusted Profit for such Fiscal Year.

Except for the Management Fees and reimbursements to Hyatt (all as herein expressly provided), Hyatt shall not be entitled to any fees or other form of remuneration or compensation for any services provided to Owner for the benefit of the Hotel.

5.2 Time and Manner of Payment.

With respect to any Fiscal Year and each calendar month included therein, the Basic Fee and the Incentive Fee shall each be payable in tentative monthly installments of the respective amounts hereinafter provided, which tentative monthly installments on account of Basic Fees and Incentive Fees for any such calendar month shall be paid by Hyatt withdrawing the same from the Operating Accounts at any time after Hyatt shall furnish to Owner's Representative the unaudited financial statement for such calendar month pursuant to Section 6.3 hereof.

With respect to each calendar month included in any Fiscal Year:

(a) The tentative monthly installment on account of the Basic Fee shall equal three percent (3.0%) of the Gross Receipts for the cumulative period in respect of such calendar month; less the aggregate amount of the tentative monthly installments having theretofore been paid for such Fiscal Year on account of the Basic Fee;

(b) The tentative monthly installment on account of the Incentive Fee shall equal fifteen percent (15.0%) of the Adjusted Profit for the cumulative period in respect of such calendar month; less the aggregate amount of the tentative monthly installments having theretofore been paid for such Fiscal Year on account of the Incentive Fee.

If for any Fiscal Year, the aggregate amount of the tentative monthly installments paid to Hyatt on account of the Basic Fee and Incentive Fee shall be more or less than the Management Fee payable for such Fiscal Year based upon the final determination of Gross Receipts and Adjusted Profit for such Fiscal Year as reflected in the Certified Financial Statement for such Fiscal Year prepared in accordance with Section 6.2, then, by way of year end adjustment, within fifteen (15) days after the delivery of such Certified Financial Statement to Owner's Representative, Hyatt shall pay into the Operating Accounts the amount of such overpayment or withdraw from the Operating Accounts the amount of any such underpayment.

5.3 Chain Expense; Hyatt System Costs.

In addition to the Management Fees, and all other amounts required to be paid to Hyatt hereunder, Owner shall pay to Hyatt for remittance to HC the Hotel's Allocable Chain Expense and the allocable portion of Hyatt System Costs attributable to the Hotel in each case calculated in accordance with the provisions of this Agreement. Such amounts shall be paid to Hyatt, on a monthly basis, by Hyatt's withdrawing the same from the Operating Accounts on scheduled dates during such month when such amounts are generally payable to HC by other Hyatt Hotels. In the case of Allocable Chain Expense, the amount to be paid to Hyatt on a monthly basis shall be an estimated amount, applicable to

all Hyatt Hotels, with a final accounting at the time of receipt of the Chain Expense audit referred to in Section 6.3(b)(ii). If said final accounting results in additional amounts due to Hyatt, Hyatt may reimburse itself, at any time after delivery to Owner's Representative of the Chain Expense audit, for the additional amount due Hyatt, and if Owner has overpaid as disclosed by the Chain Expense audit, Owner shall be entitled, at Hyatt's option, either to a credit against the next installment of Allocable Chain Expense due hereunder or a payment from Hyatt, to be deposited in the Operating Accounts, in the amount of the overpayment (or, if this Agreement shall have previously terminated or the Term expired, Hyatt shall refund the difference to Owner in cash).

5.4 Reimbursements.

In addition to the Management Fees, Hyatt System Costs, Chain Expense and any other amounts required to be paid to Hyatt in accordance with the express provisions of this Agreement and the Transition Agreement, Owner shall reimburse Hyatt as follows: (i) for all Employee Costs with respect to employees of the Hotel, but only for their services at the Hotel and only for such time as such employees shall be employed at the Hotel; (ii) out-of-pocket expenses incurred by Hyatt in providing technical assistance services to Owner in connection with any Refurbishing Program; (iii) travel and other reasonable out-of-pocket expenses of Hyatt's and HC's divisional or corporate headquarter office staff when assigned to full-time duty at the Hotel (for the period of such assignment) or when traveling for the benefit of the Hotel; (iv) insurance premiums for coverage maintained by Hyatt with respect to the Hotel pursuant to Section 9.2 and for any additional coverage under Hyatt chain-wide policies made available to the Hotel in which Owner's Representative elects to participate as provided in Section 9.4; and (v) subject to the provisions of Section 3.17, relocation costs for employees transferred to the Hotel. Reimbursements for the aforesaid shall be made on a periodic basis as costs are incurred and may be paid by withdrawal by Hyatt of the required amounts from the Operating Accounts. The reimbursements provided for in this Section 5.4 shall include only direct out-of-pocket expenses and not any general overhead and shall be allocated to the Hotel on a direct pass through basis, without mark up or profit, and after deduction for any portions thereof properly allocated to any other Hyatt Hotel.

5.5 Tax on Reimbursements.

In the event and whenever Hyatt shall be subject to any tax, irrespective of its designation (including a fee, charge or other imposition for the issuance of a license, permit or the privilege to conduct a business or occupation), imposed, levied or assessed by any governmental agency or instrumentality (other than income and corporate franchise taxes) measured, in whole or in part, by reference to reimbursements to Hyatt for compensation, employment taxes, fringe benefits, Chain Expense or Hyatt System Costs paid or payable hereunder, then, and in any such event, Owner will indemnify and hold Hyatt harmless from and against any and all liability for such tax or taxes to the extent so measured. Any payments made by Owner in this connection shall be paid from the Operating Accounts and be deducted in computing Adjusted Profit for the period incurred. At Owner's Representative's request, Hyatt will resist, by appropriate proceedings, any liability for any tax which is the subject of the foregoing indemnification, in which case all expenses (including, without limitation, attorneys fees) incurred by Hyatt in resisting or defending itself against such liability shall be deemed a Hotel expense payable from the Operating Accounts.

ARTICLE VI

Books and Records and Reporting

6.1 Books and Records.

Hyatt shall keep full and adequate books of account and other records reflecting the results of the operation of the Hotel. Such books and records shall, at all times, be kept in all material respects in accordance with the Uniform System and shall be retained at all times at the Hotel. The financial records of the Hotel shall be available for inspection and copying by Owner's Representative and by agents of Owner at all reasonable times upon reasonable advance notice to Hyatt, provided such inspections shall be carried out in a manner which will minimize disruption to Hotel operations. Hotel books and records shall not be destroyed or otherwise disposed of without the prior written consent of Owner except pursuant to Hyatt's records retention programs and policies. All such books and records are proprietary materials and the information contained therein shall be kept confidential to the extent permissible under the statutes of the State of Kansas relating to open records and open meetings by Owner's Representative.

6.2 Certified Financials.

On an annual basis, and as soon as reasonably practicable after the end of each Fiscal Year, Hyatt shall cause an audit of the financial books and records of the Hotel to be performed by a firm of independent certified public accountants of nationally recognized standing in the hotel industry ("Accountants") selected by Hyatt and reasonably satisfactory to Owner's Representative. In connection therewith, Hyatt shall make available to the Accountants all books and records of the Hotel that may be requested by the Accountants and shall otherwise cooperate in all reasonable respects in connection with the performance of the audit. The audit shall be conducted in accordance with generally accepted auditing standards and shall include such tests of the accounting systems and books and records of the Hotel as the Accountants shall deem necessary in order to render an unqualified opinion on the financial statements of the Hotel on the basis of accounting as required by this Agreement. Preliminary work in preparation for the annual audit shall be performed by Hyatt, and all closing entries and adjustments shall be made and the books and records otherwise made available to the Accountants for inspection and auditing, not later than forty (40) days following the end of each Fiscal Year. Hyatt shall use commercially reasonable efforts to cause the Accountants to complete the audit and issue the Certified Financial Statements as soon as possible recognizing Owner's desire to have the Certified Financial Statements available on or before sixty (60) days after the end of the Fiscal Year to which they relate.

6.3 Reports.

Throughout the Term (and also after expiration or earlier termination of the Term as to any period ending prior to the expiration or earlier termination thereof), Hyatt shall deliver or cause to be delivered to Owner's Representative the following financial statements and reports (all of which shall conform to the books and records of the Hotel and as such are proprietary materials which shall be kept confidential to the extent permissible under the statutes of the State of Kansas relating to open records and open meetings by Owner's Representative):

(a) Monthly, within twenty (20) days following the end of each calendar month, (i) a report on the results of operations of the Hotel showing, in reasonable detail, Gross Receipts for such month and for the fiscal period then ended by department, Adjusted Profit for such month and for the fiscal period then ended, and the amount of Basic Fee and Incentive Fee earned and accrued for the fiscal period then ended, (ii) an accounting with respect to the FFE Fund showing the amount deposited therein during the fiscal period then ended, the amounts withdrawn therefrom during such period, and a statement, in reasonable detail, showing the purpose or purposes for which such withdrawals were made; (iii) a comparison of the results of operations for the Hotel for the fiscal period then ended with the Operating Forecast and with the comparable period in the prior Fiscal Year; and (iv) the most recently available STAR Report for the Hotel and the Comparable Hotels.

(b) Annually, (i) audited financial statements (the "Certified Financial Statements") for the Hotel for the preceding Fiscal Year, together with the opinion of the Accountants thereon based on the audit conducted by said Accountants pursuant to Section 6.2 above, to be delivered by Hyatt to Owner as soon as the same is available from the Accountants, (ii) a report, certified by a firm of independent certified public accountants of recognized standing in the hotel industry selected by Hyatt, as to the amount of Chain Expense incurred by Hyatt during the preceding Fiscal Year to be delivered on or about June 1 of the succeeding Fiscal Year, (iii) disclosure, in the Certified Financial Statements, in reasonable detail of all Management Fees, Hyatt System Costs, Chain Expense, and any other material amounts paid or payable to Hyatt or its Affiliates with respect to the preceding Fiscal Year (other than reimbursements for Employee Costs), and (iv) concurrently with the delivery of the Certified Financial Statements, a statement of Capital Expenditures made for such Fiscal Year and a comparison thereof with the approved Capital Budget.

The Certified Financial Statements delivered pursuant to subsection (b) above, and all information contained therein, shall be binding and conclusive on the parties hereto unless, within sixty (60) days following the delivery thereof, either party shall deliver to the other party notice of its objection thereto setting forth in reasonable detail the nature of such objection.

6.4 Meetings.

Hyatt agrees that it shall meet with Owner, and Owner's Representative, from time to time at the request of Owner's Representative to discuss any of the matters set forth in any of the financial or other reports delivered pursuant to Section 6.3, or otherwise to discuss matters pertaining to the operation of the Hotel. Such meetings shall be conducted between Owner's Representative and the Hotel's general manager, or other relevant members of the executive staff of the Hotel; provided, however, at the request of Owner's Representative, Hyatt's or HC's divisional vice president having jurisdiction over the Hotel (or, if appropriate to the subject matter of the meeting, the divisional specialist(s) having expertise in the matter(s) to be discussed) shall be available (not more frequently, however, than quarterly) to attend any such meetings.

ARTICLE VII

Indemnification

7.1 Indemnification of Hyatt and HC.

To the extent Hyatt or HC shall not be fully recompensed by insurance, Owner hereby agrees that it will indemnify and hold Hyatt and HC (and their officers, directors, shareholders, agents, employees and Affiliates) free and harmless of and from any and all damages, liability, cost, claim or expense, including, without limitation, reasonable attorneys fees and expenses arising out of or in any way related to the Hotel or to the performance by Hyatt of its duties hereunder, other than any such damages, liabilities, costs, claims or expenses which arise out of or are attributable to Hyatt's Grossly Negligent or Willful Acts; provided, however, Owner shall have no liability hereunder to the extent Hyatt or HC is reimbursed for its loss from the proceeds of insurance maintained in accordance with the provisions of Article IX, and, with respect to such coverage, Hyatt agrees that it will, in good faith, pursue its available insurance recoveries prior to making demand on Owner for indemnity. Amounts paid by Owner in fulfillment of its indemnification obligations under this Section 7.1 shall constitute Hotel expenses and shall be deducted in computing Adjusted Profit for the Fiscal Year in which incurred. Without in any way limiting the generality of the foregoing, upon expiration or earlier termination of this Agreement, Owner will indemnify, defend and hold Hyatt and HC (and their officers, directors, shareholders, employees and Affiliates) free and harmless of, from and against, liabilities, loss, cost, damage, claim or expense arising out of or relating to any of the provisions of the Employee Retirement Income Security Act of 1974, the Multi-Employer Pension Plan Amendments Act of 1980 ("MEPPA"), and the Workers Adjustment Retraining and Notification Act ("WARN"), both as amended, which address (i) any withdrawal liability (as described in Section 4201 of MEPPA) incurred in connection with the discontinuance of contributions to any Multi-Employer Pension Plan to which Hyatt may make contributions on behalf of persons employed at the Hotel but only to the extent such withdrawal liability is attributable to benefits accrued by employees of Hyatt in respect of services performed at the Hotel; (ii) any fines, interest, excise taxes or penalties which may be assessed against Hyatt in respect of the operation and administration of any employee benefit plan to the extent attributable to such plans having been made available to employees of the Hotel; or (iii) liabilities, costs, expenses, claims or damages payable under WARN with respect to the termination of employment of Hotel employees by Hyatt in connection with the expiration or earlier termination of this Agreement.

7.2 Indemnification of Owner.

To the extent Owner shall not be fully recompensed by insurance, Hyatt hereby agrees that it will indemnify, defend and hold Owner (its partners, and their respective partners, shareholders, officers, directors, agents, employees and Affiliates) free and harmless of and from any and all damages, liabilities, costs, claims or expenses, including, without limitation, attorneys fees and expenses arising out of or in any way relating to (i) Hyatt's operations, business or conduct other than in connection with the performance of its duties hereunder; (ii) Hyatt's Grossly Negligent or Willful Acts; or (iii) the breach of this Agreement by Hyatt (other than Section 3.10 as to which the standard shall be Hyatt's Grossly Negligent or Willful Acts); provided, however, Hyatt shall have no liability hereunder to the extent Owner is reimbursed for its loss from the proceeds of insurance, and, with respect to such coverage, Owner agrees that it will, in good faith, pursue its available insurance recoveries prior to making demand

on Hyatt for indemnity. Amounts paid by Hyatt in fulfillment of its indemnification obligations under this Section 7.2, shall not be deemed an expense of the operation of the Hotel and shall not be deducted in computing Adjusted Profit, it being understood and agreed that such amounts shall be borne and paid for solely by Hyatt.

7.3 Survival.

The indemnification provisions of this Agreement as herein set forth shall survive the expiration or earlier termination of this Agreement, but shall relate solely to events occurring or matters arising during the period from the date hereof to and including the expiration or earlier termination of this Agreement.

ARTICLE VIII

Specific Owner Covenants

8.1 General Covenant of Owner.

In addition to each of the other covenants and obligations of Owner herein contained, Owner hereby agrees to the following additional covenants and agreements as set forth in this Article VIII.

8.2 Working Capital.

Hyatt shall establish a separate Working Capital Reserve Account, which shall constitute one of the Operating Accounts hereunder. At the direction of the Owner and in the Owner's sole discretion, Hyatt shall deposit therein funds from the operation of the Hotel which would otherwise constitute Owner's Remittance Amounts distributable to Owner pursuant to Section 3.16. In addition to amounts available from time to time from the proceeds of Hotel operations and from the initial deposit of working capital referred to below, Hyatt shall have the right to withdraw funds from the Working Capital Reserve Account from time to time in amounts sufficient for (i) the timely payment of all current liabilities of the Hotel (including, without limitation, Management Fees, and each installment thereof, and all other amounts at any time payable to Hyatt hereunder), and all other items entering into the calculation of Adjusted Profit (other than property taxes and insurance premiums), (ii) the uninterrupted and efficient operation of the Hotel at all times during the Term, and (iii) the performance by Hyatt of its other obligations hereunder. Notwithstanding the foregoing, Owner shall, at all times during the Term, cause sufficient funds to be on hand in the Operating Accounts to meet the Hotel obligations referred to in the preceding sentence. On the Takeover Date, there shall be on hand at the Hotel all necessary inventories of food, beverages and operating supplies, and Owner shall cause Three Hundred Thousand Dollars (\$300,000) to be deposited to the Operating Accounts as initial working capital for the Hotel.

8.3 Payment of Taxes.

During the Term, Owner shall, prior to delinquency, pay all real and personal property taxes assessed against the Hotel to the extent the same are properly allocable to the Term. Such property taxes for the current Fiscal Year and for the year in which the Term shall expire or otherwise terminate

shall be prorated and only the portion of such property taxes applicable to the Term shall be deductible in computing Adjusted Profit hereunder.

8.4 Title.

Owner covenants throughout the Term that either Owner, or the successor or successors in interest to Owner, shall own the Hotel or have a valid and subsisting leasehold interest therein sufficient at all times to enable Hyatt to perform its duties and obligations hereunder in accordance with the provisions of this Agreement. Without limiting the generality of the foregoing, Owner covenants and agrees, for the benefit of Hyatt, as follows:

(a) So long as Hyatt shall not be in default hereunder, Hyatt shall be entitled to operate the Hotel for the Term, and Owner shall, at no expense to Hyatt, undertake and prosecute all appropriate actions, judicial or otherwise, to protect the title of Owner in the Hotel so as to enable Hyatt to operate the Hotel in accordance with the provisions of this Agreement on an uninterrupted basis.

(b) Keep and maintain, or cause to be kept and maintained, any leases covering real or personal property or other agreements necessary to the ownership or control of the Hotel, or any part thereof, in full force and effect and free from default, and, in this connection, Owner shall pay and discharge, or cause to be paid and discharged, any ground rents or other rental payments or other charges payable by Owner in respect of the ownership of the Hotel.

(c) Maintain, or cause to be maintained, in good standing and free from default any and all mortgages affecting the Hotel.

(d) Observe, or cause to be observed, and comply with, or cause to be complied with, any and all liens, encumbrances, covenants, charges, burdens or restrictions pertaining to the Hotel or any part thereof.

(e) Grant no rights or interests in the Hotel, or any part thereof or interest therein which could adversely affect the ability of Hyatt to operate and manage the Hotel as herein contemplated.

8.5 "As-Built" Drawings.

Within ninety (90) days after the date hereof, Owner's Representative shall provide Hyatt a full set of "as-built" drawings of the Hotel, as well as one set of microfilm or digitized reproductions of those drawings, to the extent the same are in the possession of Owner.

8.6 Procurement and Employment Policies.

It is agreed by the parties that Hyatt, in performing its duties under this Agreement (including the procurement of property or services used to conduct the business of the Hotel and conference center) will not be bound by or required to comply with any ordinances or rules of the City of Wichita, Kansas governing the purchase of goods or services by the City, including but not limited to those set forth in Chapter 2.64 of the Wichita City Code. In addition, it is agreed by the parties that Hyatt,

in connection with the employment of persons as Hotel employees, will not be bound by or required to comply with any City ordinances or rules relating to City employees.

ARTICLE IX

Insurance

9.1 Insurance to be Maintained by Owner.

Owner shall procure and maintain the following insurance with respect to the Hotel throughout the Term, issued by financially responsible insurance companies selected by Owner's Representative and duly licensed and authorized to do business in the jurisdiction in which the Hotel shall be located:

(a) Business interruption insurance utilizing an "All Risk" or comparable coverage including flood and earthquake to the extent applicable as reasonably determined by Hyatt in an amount necessary to provide for not less than one (1) year's loss of an amount equal to the preceding fiscal year's Gross Receipts less Hotel operating expenses (excluding Management Fees and amounts required to be deposited to the FFE Fund) for interruptions caused by any covered occurrences which coverage may be maintained by Owner either in separate policies of insurance or as part of Owner's property, and boiler and machinery coverage;

(b) Such other insurance in amounts as Owner's Representative considers advisable for protection against claims, liabilities and losses arising out of or in connection with the operation of the Hotel.

Any insurance obtained by Owner, both insurance described above and any other policies or coverages in addition thereto maintained by Owner, shall provide that its coverage shall be primary to any similar insurance maintained by Hyatt.

9.2 Insurance to be Maintained by Hyatt.

Hyatt shall procure and maintain the following insurance coverages with respect to the Hotel with financially responsible insurance companies selected by Hyatt and licensed and authorized to do business in the jurisdiction in which the Hotel is located the cost of which shall be a Hotel expense which shall be reimbursed to Hyatt out of the Operating Accounts:

(a) Worker's compensation insurance in the name of Hyatt covering all of Hyatt's employees at the Hotel, to include employer's liability, in the amount of Five Hundred Thousand Dollars (\$500,000), but in no event less than the statutory amount as required under applicable provisions of law but subject to the self insurance provisions referred to in Exhibit D hereto;

(b) Comprehensive public liability insurance against claims for bodily injury, death or property damage, including insurance on vehicles operated in conjunction with the operation of the Hotel (whether owned, rented or leased), innkeeper's legal liability, safe deposit legal liability, sprinkler leakage legal liability, water damage legal liability, fire damage legal liability,

garage liability and garage keeper's liability, personal injury liability, advertising liability, contractual liability, liquor liability, completed operations liability and product liability;

(c) Auto insurance on vehicles operated in connection with the Hotel; and

(d) Comprehensive crime insurance in the name of Hyatt including (i) employee dishonesty coverage, covering Hyatt's employees in job classifications normally bonded in other hotels leased or managed by Hyatt or as otherwise required by law, (ii) loss inside the premises coverage, (iii) loss outside the premises coverage, (iv) money orders and counterfeit paper currency coverage, and (v) depositor's forgery coverage, covering computer fraud.

9.3 Coverage.

All insurance coverage maintained by Owner shall be in amounts, and with coverages, reasonably satisfactory to Hyatt, and all insurance maintained by Hyatt shall, subject to other applicable provisions hereof, be in amounts, and with coverages reasonably satisfactory to Owner's Representative, but in all events consistent with amounts and coverages in effect from time to time at other Hyatt Hotels. Owner's Representative and Hyatt, by notice to the other party, shall have the right to increase or, with the prior approval of the other party, reduce, the minimum amounts of insurance to be maintained pursuant to this Article IX.

9.4 Owner Participation in HC Coverage.

In obtaining insurance coverage Owner's Representative may, at its election, request that Hyatt or HC submit a "bid" on all or any insurance maintained by Owner on the Hotel (including, without limitation, coverages such as property insurance, and boiler and machinery coverage, not specifically referred to in Section 9.1) which "bid" if made by Hyatt or HC shall be based on making available to Owner the benefits of HC's blanket policies of insurance and therefore shall be based on the coverages and terms and companies provided for in such blanket policies. Neither Hyatt nor HC shall be under any obligation to submit any such bid, but if it elects to do so, the premiums with respect thereto shall be a portion of the total premiums paid by HC allocated to the Hotel and all other hotels benefiting from such coverage on an equitable basis reasonably determined by HC, such portion to be paid to Hyatt for remittance to HC as a reimbursement in accordance with the provisions of this Agreement. In no event shall Owner's Representative have the obligation to accept any insurance coverage offered by Hyatt or HC and may, at its discretion, elect to obtain its own coverage which may be maintained by Owner either specifically with respect to the Hotel or under blanket policies of insurance maintained by Owner with respect to the Hotel and other properties owned by Owner or its Affiliates. As indicated on Exhibit D hereto, HC's insurance coverage is a non-mandatory Hyatt System Service. If Owner's Representative elects to participate in any such coverages, a share of premiums shall be charged to the Hotel as generally described in Exhibit D hereto and shall be paid to Hyatt for remittance to HC. Although premiums allocated to the Hotel for inclusion in HC coverage shall be determined on an equitable allocation basis, there is no assurance, representation or warranty that there may not be an element of profit to Hyatt or HC.

9.5 Cost and Expense.

Premiums for all insurance maintained by Owner and Hyatt with respect to the Hotel and any other costs or expenses with respect to insurance described in this Article IX (together with any other insurance maintained by Owner with respect to the Hotel) shall be deemed Hotel expenses and deducted in computing Adjusted Profit. Premiums on policies covering more than one (1) Fiscal Year shall be charged pro rata over the applicable period of the policies and allocated to the appropriate Fiscal Year. Any reasonable reserves, losses, costs, damages or expenses which are uninsured, or which fall within deductible limits, shall be treated as a cost of insurance and shall be deducted in computing Adjusted Profit. Where legally permitted to do so, Hyatt may elect to self-insure its worker's compensation coverage and to charge to the Hotel (and reimburse itself) for a reasonable reserve for such coverage. Any worker's compensation claims made for any period in which Hyatt self insures coverage shall be the sole cost and expense of Hyatt and HC and no such claims or awards shall be charged to the Hotel, except to the extent of any deductible which may be part of Hyatt's or HC's self-insurance program.

9.6 Policies and Endorsements.

Where permitted, all insurance provided under this Article IX shall name Hyatt, HC, Owner, each member or partner of Owner, and each Lender as additional insureds as their interests may appear. Specifically, without limitation, any policies providing for business interruption insurance shall name Hyatt as additional insured with respect to its Management Fees. If either Hyatt or Owner shall ever retain contractors to perform work at or with respect to the Hotel under contracts requiring the contractor to provide insurance coverage for the benefit of the contracting party, all such insurance shall name Hyatt, HC and Owner as additional insureds, and any contractor indemnification provisions in any such contracts shall be provided for the benefit of Hyatt, HC and Owner. The party procuring such insurance shall deliver to the other party original policies or copies thereof certified as true and accurate by an officer of the party procuring the same, including existing, additional and renewal policies, and, in the case of insurance about to expire, shall deliver evidence of renewal in binder form with respect to renewal policies not later than thirty (30) days prior to the respective date of expiration, and thereafter shall deliver policies or copies thereof as soon as the same are reasonably available. To the extent reasonably obtainable, all policies of insurance required to be obtained under this Article IX shall have attached thereto an endorsement that such policy shall not be cancelled or materially changed without at least sixty (60) days prior notice to Owner, Hyatt, the Lenders or any additional insureds. Any insurance procured by Owner, or any third party contractor, which names Hyatt or HC as an additional insured shall be endorsed to provide that its coverage shall be primary to any other valid and collectible insurance available to Hyatt or HC.

9.7 Waiver of Subrogation.

Whether Owner or Hyatt or HC shall provide the insurance required by this Article IX, any such policies, together with any additional policies or coverages (such as, for example, property insurance and machinery and boiler insurance) will provide that the insurer's right of subrogation shall be waived in favor of the party not providing the insurance, and, in the case of property and boiler and machinery coverage, in favor of Hyatt and HC.

9.8 Insurance Claims.

Hyatt shall, on behalf of Owner, promptly investigate all accidents made known to Hyatt, report the same promptly to the relevant insurance carrier, upon request from time to time by Owner's Representative, make a full report to Owner's Representative as to all material claims for damages relating to the ownership, operation and maintenance of the Hotel, as such claims become known to Hyatt, and as to any damage or destruction to the Hotel and the estimated cost thereof, as such matters become known to Hyatt, and prepare any and all reports and furnish any and all information required by any insurance company in connection therewith to the extent such information is within the control of Hyatt.

ARTICLE X

Damage and Condemnation

10.1 Damage to or Destruction of the Hotel.

If the Hotel or any material portion thereof shall be damaged or destroyed at any time during the Term by fire, casualty or any other cause to an extent which would interfere with the income producing capacity of the Hotel, Owner shall, with due diligence, repair, rebuild or replace the same substantially to its condition prior to such damage or destruction; provided, however, the obligations of Owner hereunder are subject to receipt of adequate insurance proceeds available to Owner sufficient therefor and receipt of the consent of any Lender for such repair or rebuilding, and the application of insurance proceeds to such purpose. If sufficient proceeds of insurance are available for such purposes and the Lenders have so consented, and if Owner fails to undertake such work within one hundred eighty (180) days after the fire or other casualty (or such later date on which such insurance proceeds shall have been received), or shall fail to complete such work diligently, within the time period agreed to therefor between Owner's Representative and Hyatt, Hyatt may, at its option, terminate this Agreement immediately upon delivery of notice to Owner to that effect without, however, any liability to Owner for damages by reason of any such termination.

Notwithstanding the foregoing, if:

(a) the Hotel is damaged or destroyed to such an extent that the cost of repairs or restoration as reasonably estimated by Owner's Representative exceeds thirty percent (30%) of the full replacement cost (excluding land, excavations, footings and foundations) of the Hotel; or

(b) the Hotel is damaged or destroyed to such an extent that the estimated time for repair or restoration thereof, in the reasonable opinion of Owner's Representative, shall exceed eighteen (18) months from the commencement of such repair or restoration; or

(c) the damage or destruction shall occur at any time within the last three (3) years of the Term;

and if in connection with any of the foregoing, Owner elects not to rebuild or restore the Hotel, then Owner shall be entitled to elect by notice to Hyatt given by Owner's Representative at any time within one hundred eighty (180) days after the occurrence of such damage or destruction to terminate this Agreement without liability to Hyatt or Owner by reason of such termination; provided, however, if Owner shall seek to terminate this Agreement by reason of any of the foregoing provisions, and if Owner thereafter shall nevertheless proceed with repair or restoration or rebuilding of a first-class hotel on the Site at any time within two (2) years following any such termination, Hyatt shall have the right (but not the obligation) exercisable at any time within ninety (90) days after Hyatt has actual knowledge of Owner's intention to rebuild or restore the Hotel, to elect to manage and operate the rebuilt or restored Hotel in accordance with the provisions of this Agreement from the opening date of the rebuilt or restored Hotel and for the unexpired Term remaining as of the date of Owner's termination hereof.

10.2 Condemnation.

(a) If the whole of the Hotel, or such portion thereof as shall, in the reasonable opinion of Owner's Representative, render the remaining portion of the Hotel unsuitable for use as a hotel meeting the First-Class Hotel Standard, shall be taken or condemned in any eminent domain, condemnation, compulsory acquisition, expropriation or like proceeding (including conveyances or transfers in lieu thereof) by any competent authority for any public or quasi-public use or purpose, Owner or Hyatt may terminate this Agreement upon ninety (90) days notice to the other party. Hyatt shall not be entitled to participate in any award or compensation received for such taking or condemnation, but nothing herein shall preclude Hyatt from seeking an award or compensation from the condemning authority wholly apart from any award or compensation sought by Owner in respect of such taking or condemnation for its loss of business or profits provided no such award to Hyatt shall have the effect of reducing amounts to which Owner would otherwise be entitled.

(b) If, however, the portion of the Hotel remaining after any taking or condemnation described above is, in the reasonable opinion of both Owner's Representative and Hyatt suitable for use as a hotel meeting the First-Class Hotel Standard, this Agreement shall not terminate, but Owner shall make available out of the award to Owner so much thereof as shall be reasonably necessary to repair any damage to the Hotel, or any part thereof, so as to render the Hotel a complete and satisfactory architectural and operational unit meeting the First-Class Hotel Standard. Subject to the interests of the Lenders, Owner shall retain the balance of the award, after deduction of the sum necessary for repair or restoration. If Lenders do not make available the proceeds of the award to Owner for repairs and restoration, then Owner shall, not later than one hundred eighty (180) days after the date of such taking, be entitled to terminate this Agreement upon ninety (90) days notice to Hyatt.

(c) If there is a taking or condemnation of all or part of the Hotel for temporary use not in excess of two (2) years, this Agreement shall remain in full force and effect. Owner shall commence restoration, repairs and alterations promptly after the termination or the taking or condemnation for temporary use and shall complete the same with diligence. All awards or other proceeds on account of the taking shall be the property of Owner. This Agreement shall then continue in effect for the balance of the Term remaining after the date of such taking.

ARTICLE XI

Assignment

11.1 Assignment by Hyatt.

Except as herein expressly provided, Hyatt shall not sell, assign, hypothecate, transfer or otherwise dispose of, in whole or in part, any of its rights or interests hereunder (but may, without Owner's Representative's consent, assign or grant security interests in or to its right to receive Management Fees hereunder as security for any monetary obligations of Hyatt). It is understood and agreed that any consent granted by Owner's Representative to any such transfer or assignment shall not be deemed a waiver of the covenant against assignment or transfer herein contained, nor shall it create any obligation on the part of Owner's Representative to grant further consents. Notwithstanding the foregoing, Hyatt may, without the consent of Owner's Representative, transfer or assign its rights under this Agreement in whole, but not in part, to any then Affiliate of HC, or to any Person that may become an Affiliate as a result of a related and substantially concurrent transaction, or to any successor or assign of HC which may result from any merger, consolidation or reorganization, or to a Person which shall acquire all or substantially all of the business and assets of HC, subject, in each such case, to compliance by Hyatt with each of the following terms and conditions:

(a) The transferee, whether an Affiliate or a third party, shall, no later than the effective date of the proposed transfer, have the full right, power and authority to enter into this Agreement and to fulfill the obligations of Hyatt and HC hereunder.

(b) Not later than the effective date of any such transfer, the transferee (whether or not an Affiliate of Hyatt) shall be entitled to the use of the then applicable Protected Names and Protected Marks, and shall have available to it the entire operating system of HC for the use and benefit of the transferee and the management and operation of the Hotel as part of Hyatt Hotels, including, without limitation, the benefit of services that are designed to approximate the Chain Services and Hyatt System Services available to the Hotel prior to any such transfer.

(c) The transferee shall have executed a written instrument, an executed copy of which shall be delivered to Owner's Representative not later than twenty (20) days following the effective date of any such transfer, expressly assuming and agreeing to pay, perform and discharge all of the liabilities and obligations of Hyatt hereunder, including, without limitation, any such liabilities or obligations arising or accruing prior to, on or after the effective date of any such transfer.

After any such transfer or assignment, upon request of Owner's Representative, Hyatt shall furnish to Owner's Representative such written instruments, documents or certificates as Owner's Representative may reasonably request in order to verify or document the satisfaction by Hyatt of each of the conditions set forth above.

It is understood and agreed that any disposition by HC of its controlling interest in Hyatt, or by Hyatt or HC of any controlling interest in any Affiliate to which it has previously assigned this Agreement, shall be deemed a transfer requiring the prior written consent of Owner's Representative as

herein required unless all conditions hereinabove set forth to such transfer shall have been complied with and satisfied in connection with such disposition (other than an express assumption agreement).

11.2 Assignment by Owner.

In addition to any permitted collateral assignments to Lenders, Owner shall have the right to assign the entirety of its entire rights and interests in this Agreement to any Person in connection with a sale or transfer of the Hotel (including, without limitation, any lease of the Hotel substantially as an entirety), without the prior written consent of Hyatt; provided, however, Owner shall not sell, assign or transfer the Hotel, or interest therein, to any Person (i) engaged as a substantial part of its business, in the management, licensing or operation (as opposed to the mere ownership) of hotels; (ii) who has a generally unfavorable business reputation as to honesty and compliance with criminal laws or a Person that would be considered by regulators in the gaming industry to be unsuitable business associates of HC or its Affiliates or would in any way jeopardize the Hotel's liquor licenses; or (iii) who refuses to execute the assumption document referred to in the next succeeding sentence or to provide disclosure information requested by Hyatt sufficient to assess the business reputation of the transferee. Upon any such assignment hereof, Owner shall be relieved of its duties, obligations and liabilities hereunder arising after such assignment so long as the assignee thereof shall expressly assume in writing all such duties, obligations and liabilities (including, without limitation, those arising or relating to events occurring prior to any such assignment) and shall agree to be bound by this Agreement as evidenced by a written instrument executed by such assignee in favor of Hyatt in form and substance reasonably satisfactory to Hyatt. Owner and/or any partner or other constituent member or stockholder of Owner or an owner of Owner desiring to effect an assignment of all or any part of its interest shall give Hyatt not less than forty-five (45) days advance notice of its intention to do so, which notice shall identify in reasonable detail the direct and indirect owners of the proposed purchaser and shall be accompanied by the latest available audited and unaudited financial statements of the proposed purchaser and its direct or indirect beneficial owners.

ARTICLE XII

Default

12.1 Hyatt Defaults.

The occurrence of any one or more of the following events which continues for more than the period of grace (if any) provided below, shall constitute an "Event of Default" by Hyatt hereunder, and Hyatt shall be deemed a "Defaulting Party" with respect thereto and in "Default" hereunder:

(a) If Hyatt shall fail to keep, observe or perform any material covenant, agreement, term or provision of this Agreement to be kept, observed or performed by Hyatt, and such default shall continue for a period of thirty (30) days after notice thereof by Owner's Representative to Hyatt.

(b) If Hyatt or HC shall apply for or consent to the appointment of a receiver, trustee or liquidator for Hyatt or HC, or for all or a substantial part of its assets, file a voluntary petition

in bankruptcy, or admit in writing its inability to pay its debts as they come due, make a general assignment for the benefit of creditors, file a petition or answer seeking reorganization or arrangement with creditors or liquidators or to take advantage of any insolvency proceeding, or if any order, judgment or decree shall be entered by any court of competent jurisdiction on the application of a creditor adjudicating Hyatt or HC a bankrupt or insolvent or approving a petition seeking reorganization or liquidation of Hyatt or HC or appointing a receiver, trustee or liquidator for Hyatt or HC or for all or a substantial portion of its assets, and such judgment, order or decree shall continue unstayed and in effect for any period of ninety (90) consecutive days.

(c) If any required licenses for the sale of alcoholic beverages are at any time suspended, terminated or revoked by reason of the unlicensability of Hyatt or HC (as opposed to any general legislation or governmental act prohibiting the sale of alcoholic beverages in general or by the class of businesses of which the Hotel is a part) and such suspension, termination or revocation shall continue for a period of sixty (60) consecutive days.

12.2 Owner Defaults.

The occurrence of any one or more of the following events which continues for more than the period of grace (if any) provided below, shall constitute an "Event of Default" by Owner hereunder, and Owner shall be deemed a "Defaulting Party" with respect thereto and in "Default" hereunder:

(a) If Owner shall fail to provide funds to be deposited in the Operating Accounts in accordance with the provisions of Section 8.2, and such failure shall continue for a period twenty (20) days following notice from Hyatt that such funds are required and have not been provided within the time period herein set forth; or

(b) If Owner shall fail to keep, observe or perform any other material covenant, agreement, term or provision of this Agreement to be kept, observed or performed by Owner, and such default shall continue for a period of thirty (30) days after notice thereof by Hyatt to Owner; or

(c) Any required licenses for the sale of alcoholic beverages are at any time suspended, terminated or revoked by reason of the unlicensability of Owner (as opposed to any general legislation or governmental act prohibiting the sale of alcoholic beverages in general or by the class of businesses of which the Hotel is a part) and such suspension, termination or revocation shall continue for a period of sixty (60) consecutive days.

12.3 Curing Defaults.

Any Event of Default by Hyatt or Owner under the provisions of this Article XII which is susceptible of being cured shall be deemed cured if the nature of such default will not permit it to be cured within the grace period allotted, provided that such party shall have commenced to cure such default within such grace period and shall thereafter proceed with reasonable diligence to cure the same. In no event shall additional time to cure apply in cases where the Event of Default in question may be cured on a timely basis by the payment of money.

12.4 Remedies.

In the event of the occurrence of an Event of Default by either party, the “**Non-Defaulting Party**” (that is, the party not in Default hereunder with respect to the event in question) shall have and may exercise against the Defaulting Party such rights and remedies as may be available to said Non-Defaulting Party at law or in equity; provided, however, neither party shall have the right to terminate this Agreement by reason of the occurrence of an Event of Default hereunder unless (x) the Event of Default in question represents intentional misconduct, reckless behavior or repeated Events of Default of a similar nature by the Defaulting Party; or (y) remedies at law are inadequate to redress such Event of Default; or (z) termination is provided for under any of the express provisions of this Agreement. Whenever termination is an available remedy, the same may be exercised by irrevocable and unconditional notice to the Defaulting Party and this Agreement shall terminate on the date set forth in such notice, which date shall in no event be sooner than ten (10) days nor later than thirty (30) days, after the delivery thereof. The right of termination set forth in the preceding sentence, if available, shall be in addition to, and not in lieu of, any other rights or remedies provided hereunder or at law or in equity by reason of the occurrence of any such Event of Default, it being understood and agreed that the exercise of the remedy of termination shall not constitute an election of remedies and shall be without prejudice to any such other rights or remedies otherwise available to the Non-Defaulting Party.

ANYTHING HEREIN CONTAINED, AND ANYTHING AT LAW, TO THE CONTRARY NOTWITHSTANDING, IN ANY ACTION OR PROCEEDING BETWEEN THE PARTIES OR BETWEEN HC AND ANY OF THE PARTIES ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT OR IN ANY MANNER PERTAINING TO THE HOTEL OR TO THE RELATIONSHIP OF THE PARTIES AND HC HEREUNDER, EACH PARTY AND HC BY ITS JOINDER HERETO HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES AND RELEASES ANY RIGHT, POWER OR PRIVILEGE EITHER MAY HAVE TO CLAIM OR RECEIVE FROM THE OTHER PARTY HERETO OR FROM HC ANY PUNITIVE OR EXEMPLARY DAMAGES, EACH PARTY AND HC ACKNOWLEDGING AND AGREEING THAT THE REMEDIES HEREIN PROVIDED, AND OTHER REMEDIES AT LAW AND IN EQUITY, WILL IN ALL CIRCUMSTANCES BE ADEQUATE. THE FOREGOING WAIVER AND RELEASE SHALL APPLY IN ALL ACTIONS OR PROCEEDINGS BETWEEN THE PARTIES OR BETWEEN HC AND ANY OF THE PARTIES AND FOR ALL CAUSES OF ACTION OR THEORIES OF LIABILITY, WHETHER FOR BREACH OF THIS AGREEMENT OR FOR VIOLATION OF ANY OTHER DUTY OWING BY EITHER PARTY TO THE OTHER OR BY HC TO ANY OF THE PARTIES WHICH MAY IN ANY WAY RELATE TO HYATT'S MANAGEMENT OR OPERATION OF THE HOTEL. BOTH PARTIES FURTHER ACKNOWLEDGE THAT THEY ARE EXPERIENCED IN NEGOTIATING AGREEMENTS OF THIS SORT, HAVE HAD THE ADVICE OF COUNSEL IN CONNECTION HEREWITH, AND HAVE BEEN ADVISED AS TO, AND FULLY UNDERSTAND, THE NATURE OF THE WAIVERS HEREIN CONTAINED.

ARTICLE XIII

Notices

All notices or other communications hereunder shall be in writing and shall be deemed duly delivered (i) upon personal delivery thereof to the other party; (ii) upon electronic facsimile transmission to the other party, at its fax number as set forth below, provided such delivery is followed by an original of the notice delivered to the other party by overnight delivery or United States postal service delivery and provided the facsimile copy sent by the sender provides an automatic notation confirming the delivery thereof; (iii) on the next business day following delivery by the sender to a recognized and reliable air freight delivery service; or (iv) three (3) business days following deposit in the United States mails. Selection of the method of delivery shall be at the election and risk of the party sending the notice. All notices delivered hereunder shall be pre-paid by the sending party and shall be addressed to the parties as follows:

If to Owner: 455 North Main Street
 13th Floor
 Wichita, Kansas 67202

Attention: City Clerk

Fax No.: 316.268.4519

With a copies to: City Attorney
 455 North Main Street
 13th Floor
 Wichita, Kansas 67202

Fax No.: 316.268.4335

and

Director of Finance
455 Main Street
12th Floor
Wichita, Kansas 67202

Fax No.: 316.268.4656

If to Owner's
Representative: City Manager
 455 North Main Street
 13th Floor
 Wichita, Kansas 67202

Fax No.: 316.268.4519

With a copy to: Director of Finance
455 Main Street
12th Floor
Wichita, Kansas 67202

Fax No.: 316.268.4656

If to Hyatt: 200 West Madison Street
39th Floor
Chicago, Illinois 60606

Attention: General Counsel

Fax No.: 312.750.8581

Either party hereto shall have the right to change its address for notice or its fax number by delivery in the manner hereinabove provided of an appropriate notice to the other party setting forth the new address or the new fax number, or both.

ARTICLE XIV

Sale of Securities

Any securities issued by Owner, or any Person controlling Owner, shall be offered and sold only in compliance with all applicable federal and state securities laws, and only upon disclosure to all purchasers and offerees that (i) neither Hyatt, HC nor any of their Affiliates, officers, directors, agents or employees is an issuer or underwriter of said securities, and that (ii) Hyatt, HC and said Affiliates, officers, directors, agents and employees have not assumed and shall not have any liability arising out of or related to the sale or offer of said securities, including, without limitation, any liability or responsibility for any financial statements, projections or other financial information contained in any prospectus or similar written or oral communication. Hyatt shall have the right to approve any description of Hyatt or HC, or any description of this Agreement or the Transition Agreement, any depiction of the Protected Names and Protected Marks or Owner's relationship with Hyatt or HC hereunder which may be contained in any prospectus or other communication and Owner's Representative shall furnish copies of all such materials to Hyatt for such purpose not less than thirty (30) days prior to the delivery thereof to any prospective purchaser. Owner shall indemnify, defend and hold Hyatt, HC, and their officers, directors, agents and employees, free and harmless of and from any and all liabilities, costs, damages, claims or expenses arising out of or related to the sale or offer of any securities of Owner.

ARTICLE XV

Transition

Upon expiration or earlier termination of this Agreement, Hyatt and Owner will cooperate with each other to effect an orderly transition of management functions from Hyatt to Owner,

or to any Successor Manager designated by Owner. The provisions of this Article XV shall govern with respect to specific matters relating to the transition of management of the Hotel.

15.1 Employment Matters.

Because all employees of the Hotel will be employees of Hyatt, the termination of this Agreement shall result in a termination of their employment with Hyatt; provided, however, Owner acknowledges that Hyatt and HC shall each have the right to make offers of employment to any management personnel then employed at the Hotel for employment at other Hyatt Hotels.

In addition, Owner agrees that it shall indemnify, defend and hold Hyatt, HC, and each of their shareholders, officers, directors, employees and agents, completely free and harmless of and from any and all manner of liability, claim, loss, damage or expense of any kind or nature which results or could result from the termination of such employees as the employees of Hyatt (notwithstanding the continuation of their employment at the Hotel as employees of Owner or a Successor Manager), including, without limitation, accrued payroll, accrued benefits such as vacation pay and sick days and other employment liabilities (including severance obligations) up to the date of such termination, any multi-employer withdrawal liability, obligations under then-existing or subsequently negotiated collective bargaining agreements, and any liabilities or obligations under WARN and other requirements applicable to severance or termination of employment.

15.2 Insurance.

If Owner shall be included under any of HC's chain-wide policies of insurance, or under the self-insurance program, such participation will be terminated as of the effective date of termination of this Agreement, and Hyatt and HC shall have the right to reimburse themselves for such premiums which may have accrued to the date of termination by withdrawing the appropriate amount thereof from the Operating Accounts. If Owner's pro rata share of premiums under the chain-wide policies of insurance shall have been paid in advance, Hyatt shall reimburse Owner for the unused portion of such insurance premiums. Owner consents to the termination of the insurance program with respect to the Hotel as of the effective date of termination of this Agreement and agrees that neither HC nor Hyatt shall have any further obligation, after the effective date of such termination, to provide or obtain any insurance coverage for the benefit of Owner or the Hotel thereafter.

15.3 Receivables.

All receivables of the Hotel outstanding as of the effective date of termination, including, without limitation, guest ledger receivables, shall continue to be the property of Owner. Hyatt will reasonably cooperate with Owner, at Owner's sole cost and expense, in the collection of any such outstanding receivables and will remit to Owner any amounts collected directly by Hyatt after the effective date of termination which relate to such receivables.

15.4 Protected Names and Protected Marks.

Owner agrees that it will cease the use of the Protected Names and the Protected Marks on and as of the effective date of termination of this Agreement except that Owner shall have the right to

continue to use any consumable inventory, Operating Equipment and supplies bearing the Protected Names or any of the Protected Marks for a period not in excess of thirty (30) days following the date of termination or until supplies thereof on hand as of the termination date shall be exhausted, whichever shall first occur, but shall have no right to reorder any quantities of such items. Notwithstanding the foregoing, Hyatt and HC shall have the right (but not the obligation), as of the date of termination of this Agreement, to purchase (i) any items of Operating Equipment, consumables or supplies bearing the Protected Names or any of the Protected Marks (other than those bearing the name of the Hotel) which are in reserve storage or are contained in unopened containers, at a price equal to the acquisition cost thereof to Owner, and (ii) any other items bearing the Protected Names or any Protected Mark at a reasonable price to be agreed upon between Owner and Hyatt. In connection with the purchase of any such items, Hyatt shall have the obligation, at its expense, to pay for and remove the same from the Hotel not later than fourteen (14) days after the effective date of termination. Without in any way limiting the generality of the foregoing, on the termination date, Owner shall remove at its expense, or otherwise cover or obliterate, all interior and exterior signs and graphics bearing the Protected Names or any Protected Mark so as not to be visible to the public.

15.5 Other Proprietary Interests.

After termination of this Agreement, neither Owner, or any Person acting on behalf of Owner, shall directly or indirectly hold itself or the Hotel out to the public as being or remaining (or otherwise associated with) a "Hyatt" hotel or resort or in any way affiliated with Hyatt or HC. In addition, Owner agrees, as of the termination hereof, to cease using all Hyatt or HC promotional, policy, procedural and training materials and other of Hyatt's or HC's developed programs, all such materials being the sole property of Hyatt and HC which may be removed by Hyatt (without any payment or other reimbursement) as of the effective date of termination of this Agreement. In addition, Hyatt shall have the right to remove from the Hotel the following proprietary software programs belonging to Hyatt or HC, together with any additional or replacement programs which may hereafter be developed by Hyatt for use in connection with the operation of the Hotel, without cost or charge to Hyatt or HC (or at Hyatt's election network links may be severed), and Owner shall no longer be entitled to use such programs. As of the date of this Agreement, Hyatt's and HC's proprietary software programs include the programs, operating systems, database software, training materials, user manuals, policy and procedures manuals, and backups for the Hyatt (or HC) Property Management System, Voucherless Credit Card system, Optical Storage System, *SPIRIT* reservations system, Hymark and Envision sales systems, Sales and Catering Automation System, Revenue Management Systems, HC Wide Area Network, ADP/IPP payroll and human resources system, TRM Time & Attendance system, MICROS 8700 Point of Sale system, HC custom database and Excel Custom Report Package, and other desktop customized software applications and/or software licensed to HC through national contracts (including, without limitation, Microsoft products, Novell products, McAfee VirusScan, Daily Report, Flash Report, Capital Expenditures and Capital Budget system forecast reports). Although the removal of all such software programs shall be coordinated with the installation of replacement systems, neither HC nor Hyatt shall have any obligation to allow the proprietary software to remain in the Hotel beyond the termination of this Agreement. To the extent necessary for an orderly transition of management functions, both a hard copy and, if feasible, an electronic copy of guest information relating to the Hotel for the period through the termination of this Agreement shall be given to Owner. To the extent Hyatt or HC has leased any computer equipment or communications equipment for use at the Hotel in accordance with the provisions of this Agreement pursuant to chain-wide programs for the acquisition or leasing thereof, Owner shall have the right, at its

option, either to request that any such lease be transferred to Owner (to the extent the same are transferable without the consent of third parties) or that Hyatt or HC seek to buy out the equipment covered by any such lease, the cost of which shall be borne solely by Owner. Any such lease transfer or buy-out shall be subject to the approval of the third party owners of such equipment. If not assignable or if the same cannot be bought out, Hyatt shall remove all such equipment from the Hotel at any time on or after the effective date of termination of this Agreement but in no event later than fourteen (14) days thereafter.

15.6 Service Contracts.

Owner acknowledges that Hyatt and HC may not have the ability to transfer to Owner the continuing benefits of national contracts described in Section 3.4 or any contract of a Purchasing Company upon termination of this Agreement and agrees that such contracts, leases and service agreements will not be assigned, transferred or continued after such date. Therefore, Hyatt shall remove the Hotel from any such contracts applicable to the Hotel, as of the effective date of termination of this Agreement.

15.7 Bookings.

Following the termination of this Agreement, Owner agrees that it shall, and shall cause any Successor Manager to, honor all bookings for future reservations or use of Hotel rooms or facilities which may have been accepted or entered into by Hyatt on or at any time prior to the termination of this Agreement, in accordance with the terms of such bookings as accepted by Hyatt (including, without limitation, bookings made in good faith by Hyatt for employee complimentary rooms, Gold Passport® reservations and bookings pursuant to Hyatt or HC promotional programs). Hyatt shall, on the effective date of termination, provide Owner with a complete list of all such bookings, the terms applicable thereto, and the amount of advance deposits (if any) received with respect to each such booking. Owner will assume and fully indemnify Hyatt and HC with respect to any advance deposits theretofore received by Hyatt, on behalf of the Hotel. Notwithstanding the foregoing, once the termination date has been established in accordance with the provisions of this Agreement, Hyatt agrees that without Owner's Representative's consent Hyatt will not book reservations for rooms or public space at the Hotel for dates after such termination.

15.8 Licenses and Permits.

All licenses or permits relating to the Hotel which have been obtained in the name of Hyatt shall be transferred and assigned to Owner or the Successor Manager and Hyatt shall provide Owner with a complete listing of all permits and licenses (whether or not in Hyatt's name or in the name of Owner) as soon as reasonably practicable prior to the effective date of termination so as to permit Owner or Successor Manager sufficient time to apply for new licenses or permits or to effect transfer to Owner's name or the name of Successor Manager. With respect to any non-transferable licenses or permits, Hyatt agrees that it shall cooperate with Owner and Successor Manager in obtaining new licenses or permits, and, in connection therewith, shall surrender or agree to surrender corresponding licenses or permits to the extent applicable solely to the Hotel which are then carried in Hyatt's name.

ARTICLE XVI

General

16.1 Third Party Beneficiaries.

Except for those provisions herein which are for the express benefit of Lenders, none of the obligations hereunder of either party shall run to or be enforceable by any party other than the parties to this Agreement and their respective successors and assigns in accordance with the provisions of this Agreement. Notwithstanding the foregoing, HC shall be deemed the beneficiary of, and may enforce (subject to the limitations herein set forth), all of the covenants and obligations of Owner intended for the benefit of HC, as well as all of the covenants and obligations intended for the benefit of Hyatt (but without exclusion to Hyatt's rights to enforce the same).

16.2 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute a single instrument.

16.3 Entire Agreement.

This Agreement, the Transition Agreement, and the exhibits to this Agreement and the Transition Agreement constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior understandings and writings between the parties.

16.4 Amendments.

This Agreement may be changed or modified only by an agreement in writing signed by the parties hereto, and no oral understandings shall be binding as between the parties.

16.5 Brokers.

Owner and Hyatt each warrants and represents to the other that no broker or finder was retained by such party to render services in connection with any of the transactions contemplated hereby, and that no fees are due to any third party with respect hereto.

16.6 Successors and Assigns.

Subject to the express provisions of Article XI above, this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, and their respective successors and assigns.

16.7 Headings.

The Article and Section headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

16.8 Governing Law.

This Agreement is made pursuant to and shall be construed and interpreted in accordance with, the laws of Kansas.

16.9 Interest on Overdue Sums.

If either party shall fail to pay, when due, any sum payable to the other party hereunder, then the Defaulting Party shall, without notice to or demand upon it, be liable to the other party for the payment of such sum together with interest thereon at the rate of (i) "Prime" plus 1% per annum or (ii) the maximum rate of interest allowed by law, whichever shall be less, from the date when such sum shall become due to the date of actual payment. For the purposes hereof, "Prime" shall mean the rate per annum published from time to time in the Wall Street Journal as the prevailing prime rate of interest.

16.10 Approvals.

If a party shall desire the approval or consent of the other party hereto to any matter, such party may give notice to such other party that it requests such approval, specifying in reasonable detail the matter as to which such approval is requested. If such other party shall not disapprove such matter in writing within twenty (20) days after receipt of such notice or such longer period as may be specifically provided for herein, such other party shall be deemed to have approved the matter referred to in such notice.

16.11 Agency and Agency Waivers.

The relationship between the parties hereto shall be that of principal, in the case of Owner, and agent, in the case of Hyatt. Nothing herein contained shall be deemed or construed to render the parties hereto partners, joint venturers, landlord/tenant or any relationship other than that of principal and agent. To the extent there is any inconsistency between the common law fiduciary duties and responsibilities of principals and agents, and the provisions of this Agreement, the provisions of this Agreement shall prevail, it being the intention of the parties that this Agreement shall be deemed a waiver by Owner of any fiduciary duties owed by an agent to its principal, and a waiver by Hyatt of any obligations of a principal to its agent, to the extent the same are inconsistent with, or would have the effect of modifying, limiting or restricting, the express provisions of this Agreement, the intention of the parties being that this Agreement shall be interpreted in accordance with general principles of contract interpretation without regard to the common law of agency except as expressly incorporated in the provisions of this Agreement, and that liability between the parties shall be based solely on principles of contract law and the express provisions of this Agreement. In no event shall Hyatt be deemed in breach of its duties hereunder, or otherwise at law or in equity, solely by reason of (i) the failure of the financial performance of the Hotel to meet Owner expectations or income projections or other matters included in the Annual Plan, (ii) the acts of Hotel employees, (iii) the institution of litigation or the entry of judgments against Owner or the Hotel with respect to the Hotel operations, or (iv) any other acts or omissions not otherwise constituting a breach of this Agreement, it being the intention and agreement of the parties that Hyatt's sole obligation hereunder shall be to act in conformity with the standard of skill, care and diligence referred to in Section 2.1, in conformity with the First-Class Hotel Standard, and otherwise in conformity with the express terms of this Agreement. Furthermore, as between Owner and

Hyatt and HC, Hyatt and HC shall have NO LIABILITY FOR PUNITIVE DAMAGES to Owner in respect of a breach of fiduciary duties.

16.12 Survival and Continuation.

Notwithstanding the termination of the Term or Hyatt's management of the Hotel in accordance with this Agreement, all terms, provisions and obligations of either party contained herein which, in order to give them effect and accomplish their intent and purpose, need to survive such termination shall survive and continue until they have been fully satisfied or performed.

16.13 Hyatt Approvals of Plans and Budgets.

Owner and Hyatt agree that in each instance in this Agreement or elsewhere where Hyatt is required to approve plans, specifications, budgets and/or financing, no such approval shall imply or be deemed to constitute an opinion by Hyatt or HC, nor impose upon Hyatt or HC any responsibility for the design or construction of Building elements including, but not limited to, structural integrity, life/safety requirements, adequacy of budgets and/or financing or the compliance with environmental laws.

All reviews and approvals by Hyatt under the terms of the Management Agreement are for the sole and exclusive benefit of Hyatt and HC and no other Person or party shall have the right to rely on any such reviews or approvals by Hyatt. Hyatt shall have the absolute right, in its sole discretion, to waive any such reviews or approvals as a condition to its performance under the Management Agreement.

16.14 Confidentiality.

All information regarding the Hotel not otherwise in the public domain by publication or otherwise shall be received and maintained by Hyatt in a confidential manner and shall not be disclosed to any third party without the prior written consent of Owner's Representative. Owner agrees that it will, to the extent permissible under the statutes of the State of Kansas relating to open records and open meetings, hold confidential all information relating to Hyatt and its operating procedures and policies. The foregoing obligations shall survive the termination of the Term of this Agreement by expiration or otherwise. Notwithstanding the foregoing, nothing contained herein shall be deemed to prohibit Hyatt from disclosing any such information to reputable statistical computation firms who agree not to disclose the identity of the Hotel with respect to such confidential information or to other Persons when such disclosure is necessary in order to perform Hyatt's obligations hereunder.

16.15 Irrevocability of Contract.

Owner and Hyatt each acknowledge that they are entering into this Agreement in reliance on the long term nature of the Management Agreement, and further acknowledge that the rights, duties, powers and authority of each of the parties hereto, are intended to be non-terminable throughout the Term, except in accordance with the express provisions of this Agreement or, where appropriate, as a remedy for the occurrence of any Event of Default. It is agreed that neither party will achieve the benefits intended to be achieved if either party has any continuing right or power to terminate this Agreement, or the agency hereby created, except in accordance with the express provisions of this Agreement. Accordingly, both Owner and Hyatt hereby, as a substantial inducement to the other to enter into this

Agreement, as an inducement to Hyatt and HC to invest the skill, time, expertise and customer relationships necessary to achieve the long term benefits herein contemplated, and as an inducement to Owner to ensure the full and unrestrained best efforts of Hyatt and HC in the management and operation of the Hotel in accordance with the provisions of this Agreement, hereby irrevocably waive and relinquish any right, power or authority existing at law or in equity, including, without limitation, any such right, power or authority referred to in Robert E. Woolley v. Embassy Suites, Inc., 227 Cal. App. 3d 1520 (1990), Pacific Landmark Hotel, Ltd. v. Marriott Hotels, Inc. et al., 19 Cal. App. 4th 615 (1993) and their progeny, except in accordance with the express provisions of this Agreement. The parties further hereby acknowledge that any breach of the provisions of this Section 16.15, by either party will cause irreparable and permanent damage to the other party, not fully or substantially compensable by money damages.

16.16 Non-Recourse.

Hyatt shall look solely and only to the Hotel and revenues therefrom for the payment of any amount and the performance and observance of any representation, warranty, covenant, undertaking, obligation or provision to be paid, performed, discharged or observed by Owner under this Agreement. No partner, shareholder, employee or agent of Owner, nor any disclosed or undisclosed principal for whom Owner may be acting, nor any of their respective heirs, administrators, executors, personal representatives, successors or assigns, shall have any personal liability or other personal obligation for or with respect to any payment, performance or observance of any obligations, provisions, representations, warranties, covenants, indemnification or other undertakings to be paid, performed, discharged or observed by Owner under this Agreement, and, except as otherwise provided herein, Hyatt and HC agree not to seek or obtain any deficiency or money judgment against any of the foregoing parties.

16.17 Force Majeure.

The obligations of either party to perform under this Agreement within specified times (other than the payment of money) shall be extended for a period of time equivalent to the period of delay caused by Force Majeure. If, at any time during the Term, Hyatt or HC are unable to perform their obligations under this Agreement due to Force Majeure, or if it becomes necessary, in Hyatt's reasonable opinion, to cease operation of the Hotel in order to protect the Hotel and/or the health, safety and welfare of the guests and/or employees of the Hotel due to the occurrence of Force Majeure, then Hyatt may close and cease or partially cease operation of all or any part of the Hotel as necessary based on the occurrence of the Force Majeure, reopening and recommencing operation of the Hotel when Hyatt deems that the reopening and re-commencement of operations may be done pursuant to applicable Legal Requirements and without jeopardy to the Hotel, its guests or Hotel employees.

16.18 Hyatt's Use of Affiliates.

In fulfilling its obligations under this Agreement, Hyatt may from time to time use the services of one or more of its Affiliates. If an Affiliate of Hyatt performs services Hyatt is required to provide under this Agreement, Hyatt shall be ultimately responsible to Owner for the Affiliate's performance, and Owner shall not pay more for the Affiliate's services and expenses than Hyatt would have been entitled to receive under this Agreement had Hyatt performed the services.

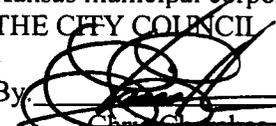
16.19 No Representation Regarding Projections.

In entering into this Agreement, Hyatt and Owner acknowledge that neither Owner nor Hyatt has made any representation to the other regarding projected earnings, the probability of future success or any other similar matter respecting the Hotel and that Hyatt and Owner understand that no guarantee is made to the other as to any amount of income to be received by Hyatt or Owner or as to the future financial success of the Hotel.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

OWNER:

THE CITY OF WICHITA, KANSAS, a
Kansas municipal corporation, BY ACTION OF
THE CITY COUNCIL

By: 
Chris Cherches,
City Manager



ATTEST:

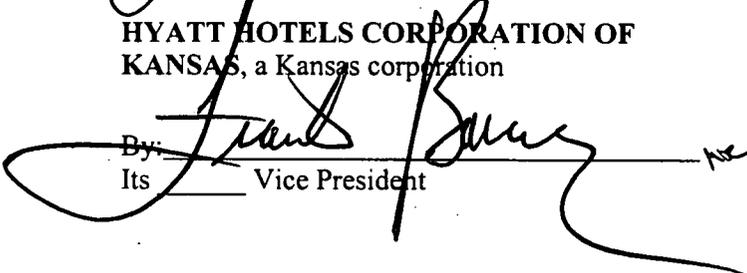

Pat Burnett, City Clerk

APPROVED AS TO FORM:


Gary R. Rebenstoff, City Attorney

HYATT

**HYATT HOTELS CORPORATION OF
KANSAS**, a Kansas corporation

By: 
Its Vice President

JOINDER BY HYATT CORPORATION

The undersigned, **HYATT CORPORATION**, a Delaware corporation (“**HC**”), being the party referred to in the above and foregoing Hotel Management Agreement as “**HC**”, hereby, in order to induce Owner to execute and deliver the said Hotel Management Agreement, joins in the execution and delivery of this Hotel Management Agreement for the following specific purposes: (i) HC represents and warrants that Hyatt Hotels Corporation of Kansas (“**Hyatt**”) is a wholly owned subsidiary of HC; (ii) HC agrees to make available to Hyatt, for all purposes of the aforesaid Hotel Management Agreement, all of the Chain Services and Hyatt System Services therein referred to, including, without limitation, HC’s centralized reservations service, national sales force, advertising, marketing and promotion services, and the various other services therein referred to, to the fullest extent that the same are made available to all other Hyatt Hotels; (iii) HC covenants and agrees to each of the covenants and obligations expressly made applicable to HC under the provisions of the Hotel Management Agreement; (iv) HC unconditionally and irrevocably guarantees the full, complete, faithful and timely payment and performance by Hyatt of all of its covenants, obligations and liabilities under the aforesaid Hotel Management Agreement in accordance with the terms thereof, but subject, nevertheless, to the conditions, restrictions and limitations therein set forth; (v) in addition to the Chain Services and Hyatt System Services referred to above, HC agrees to grant to Hyatt, and to maintain in full force and effect during the Term, licenses to use all of the Protected Names and Protected Marks in connection with the operation of the Hotel, to the extent necessary in order to enable Hyatt to fulfill its obligations under the aforesaid Hotel Management Agreement; and (vi) in general, HC agrees to make available to Hyatt all services and facilities of HC, and HC employees, including all HC proprietary materials, expertise and know-how, as may be reasonably necessary in order to enable Hyatt to perform its duties and satisfy its obligations under the aforesaid Hotel Management Agreement in accordance with the terms, but subject to the conditions and limitations, thereof.

All terms used in this Joinder which are defined in the above Hotel Management Agreement shall, except as otherwise hereinabove expressly set forth, have the same meaning as in the Hotel Management Agreement to which this Joinder is attached.

This Joinder is being executed and delivered on behalf of HC as of the date set forth in the Hotel Management Agreement.

HYATT CORPORATION, a Delaware corporation

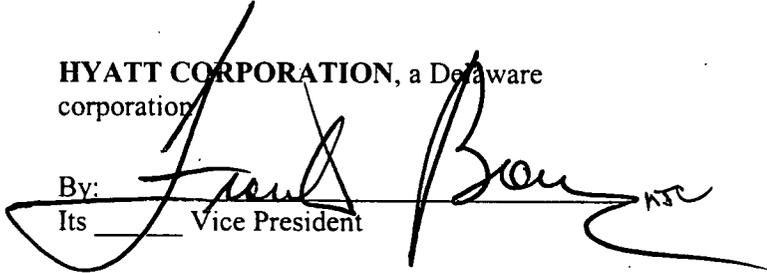
By: 
Its _____ Vice President

EXHIBIT A

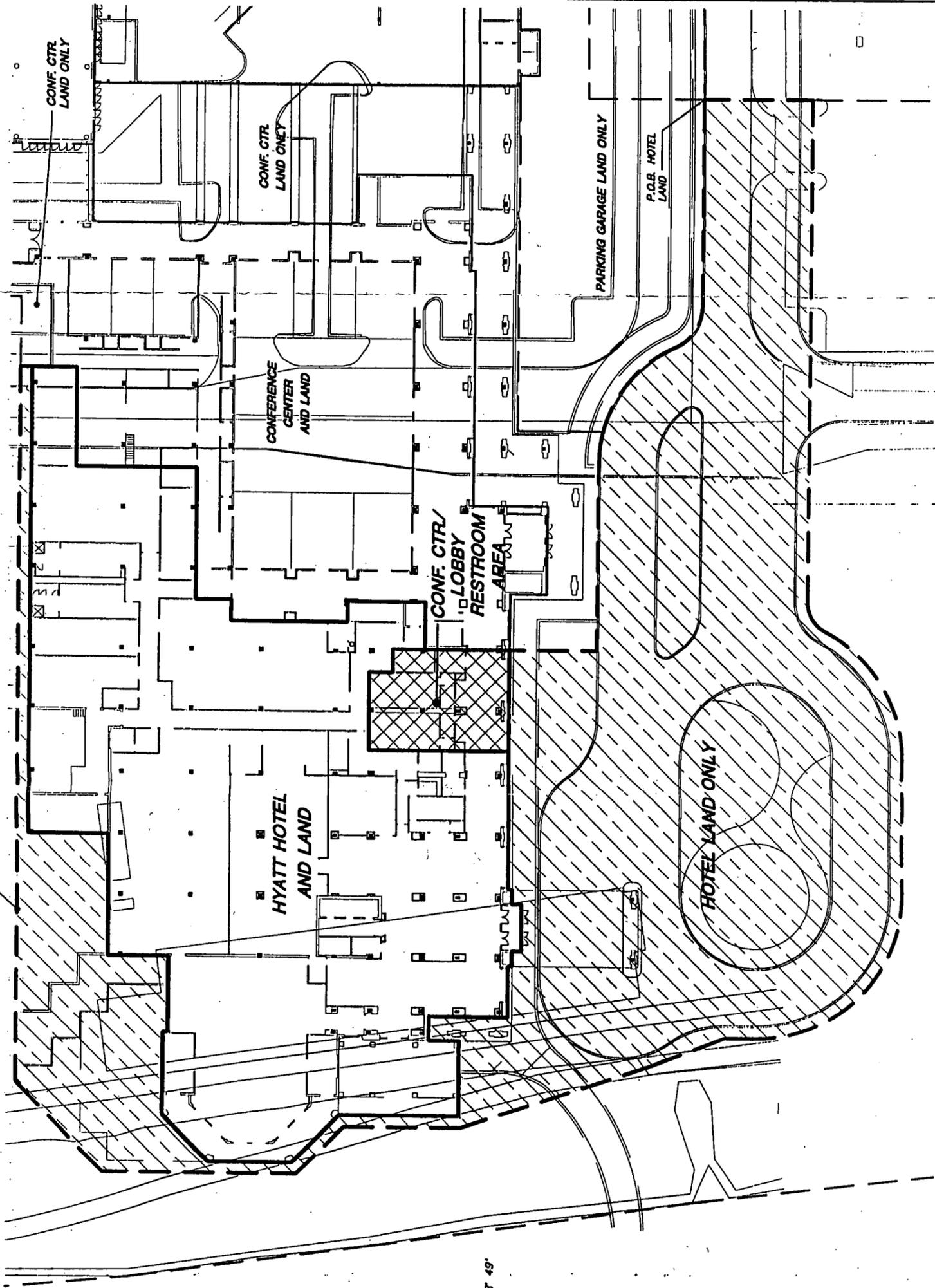
Site

- 1. Hyatt Regency Hotel**
- 2. Conference Center**
- 3. Parking Garage**

EXHIBIT A-1



LAND LINE IS A MINIMUM OF 5 FEET OUTSIDE OF BUILDING OR RELATED PHYSICAL IMPROVEMENT.



EAST BANK HOTEL
HOTEL LAND LEGAL DESCRIPTION

A tract of land lying in the Southeast Quarter, Section 20, Township 27 South, Range 1 East of the 6TH P.M., Sedgwick County, Kansas, more particularly described as follows:

Commencing at the Southeast corner of Lot 1, Block 1, CIVIC CENTER SOUTH SECOND ADDITION, an addition to Wichita, Sedgwick County, Kansas; thence S 89° 57' 08" W, 56.86 feet along the South line of said Lot 1; thence S 00° 00' 00" W, 33.41 feet; thence N 90° 00' 00" W, 303.26 feet to the point of beginning; thence S 00° 02' 19" E, 46.50 feet; thence N 90° 00' 00" W, 194.13 feet to a point on a curve to the left; thence along said curve 15.50 feet, said curve having a central angle of 22° 20' 10", a radius of 14.25 feet, and a long chord of 14.75 feet; bearing S 58° 49' 55" W to a point on a curve to the right; thence along said curve 68.27 feet, said curve having a central angle of 10° 10", a radius of 62.75 feet, and a long chord of 64.95 feet, bearing S 58° 49' 55" W; thence N 90° 00' 00" W, 59.00 feet to a point on a curve to the right; thence along said curve 98.57 feet, said curve having a central angle of 90° 00' 00", a radius of 62.75 feet, and a long chord of 88.74 feet, bearing N 45° 00' 00" W; thence N 00° 00' 00" E, 13.07 feet; thence N 21° 23' 58" W, 34.12 feet; thence N 18° 24' 08" W, 86.61 feet; thence N 00° 00' 00" E, 50.41 feet; thence N 45° 51' 29" E, 39.02 feet; thence N 00° 00' 00" E, 83.24 feet; thence N 45° 51' 29" E, 39.08 feet; thence S 00° 00' 00" W, 42.71 feet; thence S 00° 00' 00" W, 44.15 feet; thence N 90° 00' 00" W, 55.00 feet; thence S 00° 00' 00" W, 11.65 feet; thence N 90° 00' 00" W, 9.04 feet; thence S 00° 00' 00" W, 15.38 feet; thence S 90° 00' 00" W, 20.50 feet; thence S 00° 00' 00" W, 11.64 feet; thence N 90° 00' 00" W, 20.50 feet; thence S 00° 00' 00" W, 4.53 feet; thence S 90° 00' 00" E, 80.76 feet to a point on a curve to the right; thence along said curve 62.58 feet, said curve having a central angle of 66° 31' 01", a radius of 53.91 feet, and a long chord of 59.13 feet, bearing S 56° 44' 30" E to a point on a curve to the left; thence along said curve 22.35 feet, said curve having a central angle of 66° 31' 01", a radius of 19.25 feet, and a long chord of 21.11 feet, bearing S 56° 44' 30" E; thence S 90° 00' 00" E, 68.39 feet to the point of beginning, said tract containing 2.27 acres more or less.

WICHITA HYATT
PROJECT NAME

HOTEL
DESIGN TITLE

K.L.K./G.J.A./B.D.M.
DESIGN DRAWN BY

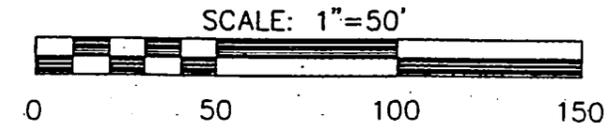
K.L.K./G.J.A./12/27/95
CHECKED BY/DATE

95040EXJ 1 / 1
JOB NO. SHEET/OF

MID-KANSAS ENGINEERING CONSULTANTS, INC.
411 N. WEBB ROAD
WICHITA, KS. 67806
316-684-9600

EXHIBIT A
TO
LEASE

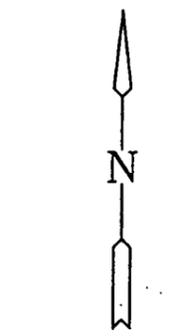
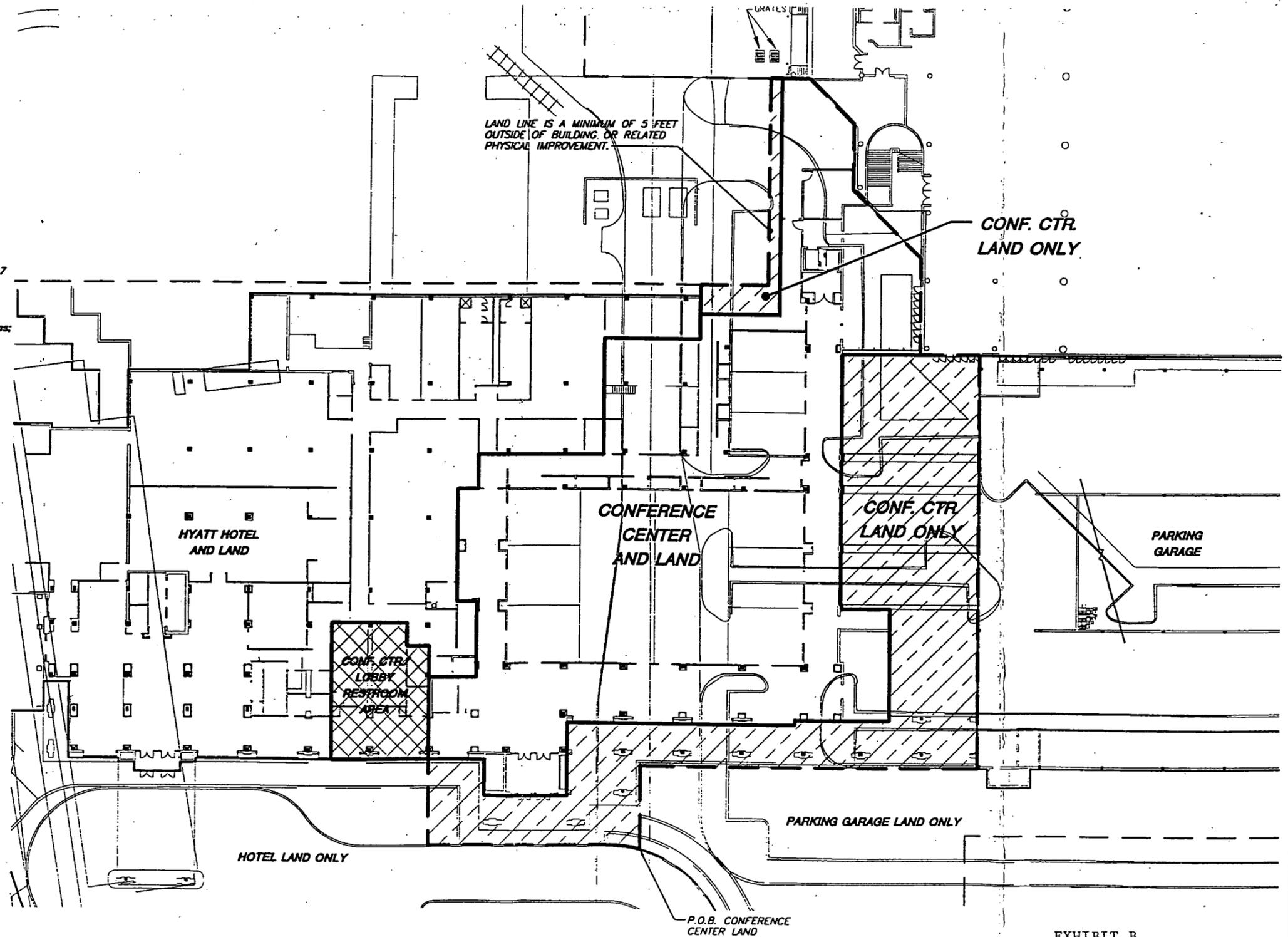
EXHIBIT A-2



**EAST BANK HOTEL
CONFERENCE CENTER LAND LEGAL DESCRIPTION**

A tract of land lying in the Southeast Quarter, Section 20, Township 27 South, Range 1 East of the 6TH P.M., Sedgwick County, Kansas, more particularly described as follows:

Commencing at the Southeast corner of Lot 1, Block 1, CIVIC CENTER SOUTH SECOND ADDITION, an addition to Wichita, Sedgwick County, Kansas; thence S 89° 57' 08" W, 56.86 feet; thence S 00° 00' 00" W, 35.41 feet; thence N 90° 00' 00" W, 371.65 feet to a point on a curve to the right; thence along said curve 22.35 feet, said curve having a central angle of 66° 31' 01", a radius of 19.25 feet, and a long chord of 21.11 feet, bearing N 56° 44' 30" W to a point on a curve to the left; thence along said curve 49.20 feet, said curve having a central angle of 52° 17' 27", a radius of 53.91 feet, and a long chord of 47.51 feet, bearing N 49° 37' 42" W; to the point of joining, said point being on a curve to the left; thence along said curve 13.39 feet, said curve having a central angle of 14° 13' 34", a radius of 53.91 feet, and a long chord of 13.35 feet, bearing N 82° 53' 13" W; thence N 90° 00' 00" W, 80.76 feet; thence N 00° 00' 00" E, 74.53 feet; thence S 90° 00' 00" E, 20.50 feet; thence N 00° 00' 00" E, 33.64 feet; thence N 90° 00' 00" W, 8.75 feet; thence N 00° 00' 00" E, 50.24 feet; thence S 90° 00' 00" E, 9.04 feet; thence N 00° 00' 00" E, 15.38 feet; thence S 90° 00' 00" E, 56.00 feet; thence N 00° 00' 00" E, 51.65 feet; thence S 90° 00' 00" E, 42.71 feet; thence N 00° 00' 00" E, 24.15 feet; thence S 90° 00' 00" E, 29.94 feet; thence N 00° 01' 30" E, 91.00 feet; thence S 90° 00' 00" E, 17.14 feet; thence S 45° 00' 00" E, 27.93 feet; thence S 00° 00' 00" W, 28.74 feet; thence S 45° 00' 00" E, 42.43 feet; thence S 00° 00' 00" W, 42.76 feet; thence S 90° 00' 00" E, 26.31 feet; thence S 00° 00' 00" W, 183.94 feet; thence N 90° 00' 00" W, 148.68 feet; thence S 00° 00' 00" W, 37.04 feet to the point of beginning, said tract containing 1.15 acres more or less.



WICHITA HYATT
PROJECT NAME
CONF. CTR.
DESIGN TITLE
K.L.K./G.J.A.B.D.M.
DESIGN DRAWN BY
K.L.K./G.J.A. 12/27/95
CHECKED BY/DATE
95040EX4 1 / 1
JOB NO. SHEET/OF

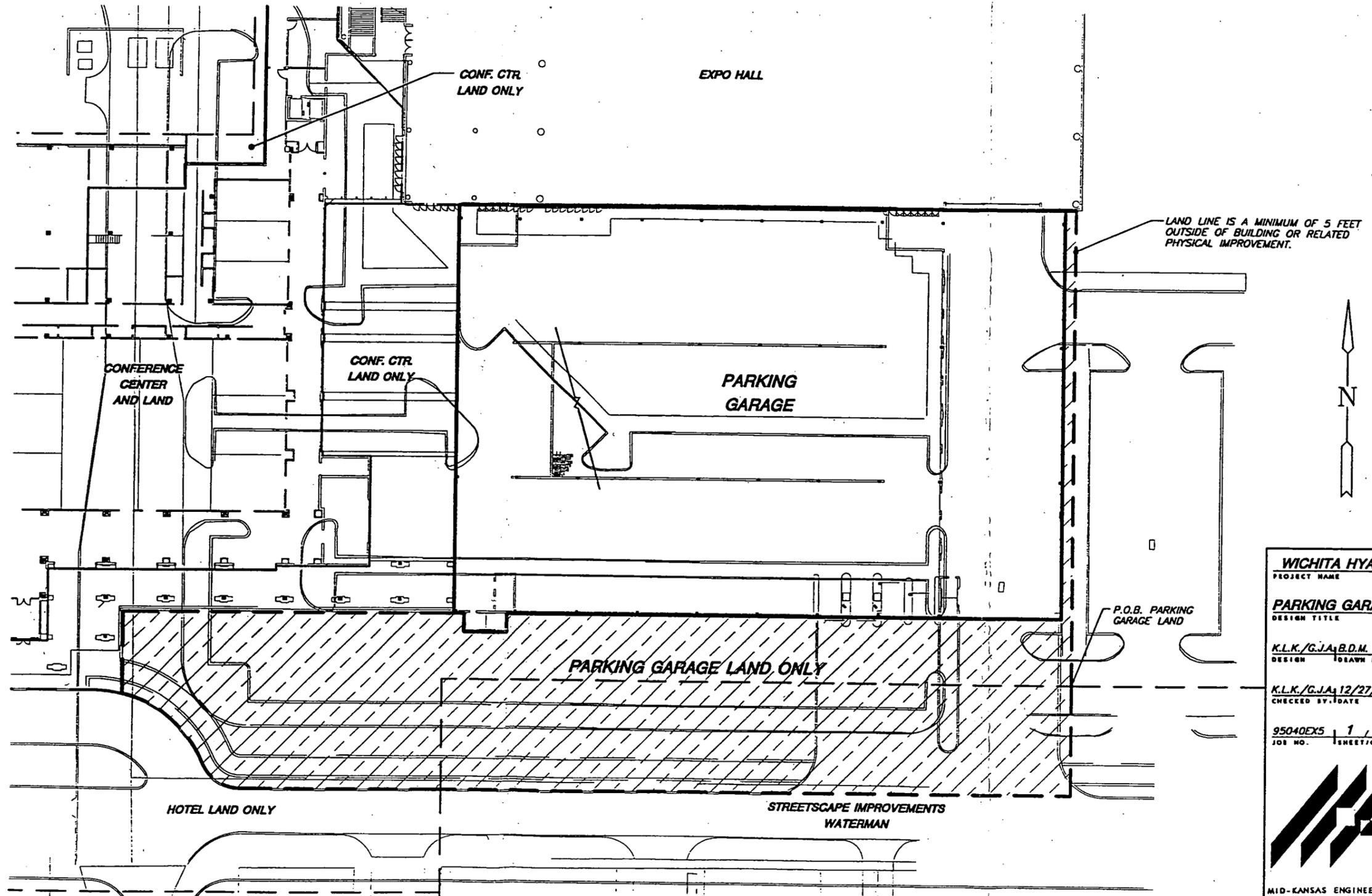


MID-KANSAS ENGINEERING
CONSULTANTS, INC.
411 N. WEBB ROAD
WICHITA, KS. 67201
316-684-9600

EXHIBIT B
TO
LEASE

EXHIBIT A-3

SCALE: 1"=50'



**EAST BANK HOTEL
PARKING GARAGE LAND LEGAL DESCRIPTION**

A tract of land lying in the Southeast Quarter, Section 20, Township 27 South, Range 1 East of the 6TH P.M., Sedgwick County, Kansas, more particularly described as follows:

Commencing at the Southeast corner of Lot 1, Block 1, CIVIC CENTER SOUTH SECOND ADDITION, an addition to Wichita, Sedgwick County, Kansas; thence S 89° 57' 08" W, 56.86 feet to the point of beginning; thence S 00° 00' 00" W, 35.41 feet; thence N 90° 00' 00" W, 371.65 feet to a point on a curve to the right; thence along said curve 22.35 feet, said curve having a central angle of 66° 31' 11", a radius of 19.25 feet, and a long chord of 21.11 feet, bearing N 56° 44' 30" W to a point on a curve to the left; thence along said curve 49.20 feet, said curve having a central angle of 52° 17' 27", a radius of 53.91 feet, and a long chord of 47.51 feet, bearing N 49° 37' 42" W; thence N 00° 00' 00" E, 37.04 feet; thence S 90° 00' 00" E, 148.68 feet; thence N 00° 00' 00" E, 183.94 feet; thence S 90° 00' 00" E, 276.82 feet; thence S 00° 00' 00" W, 227.92 feet to the point of beginning, said tract containing 1.92 acres more or less.

WICHITA HYATT
PROJECT NAME

PARKING GARAGE
DESIGN TITLE

K.L.K./G.J.A./B.D.M.
DESIGN DRAWN BY

K.L.K./G.J.A. 12/27/95
CHECKED BY DATE

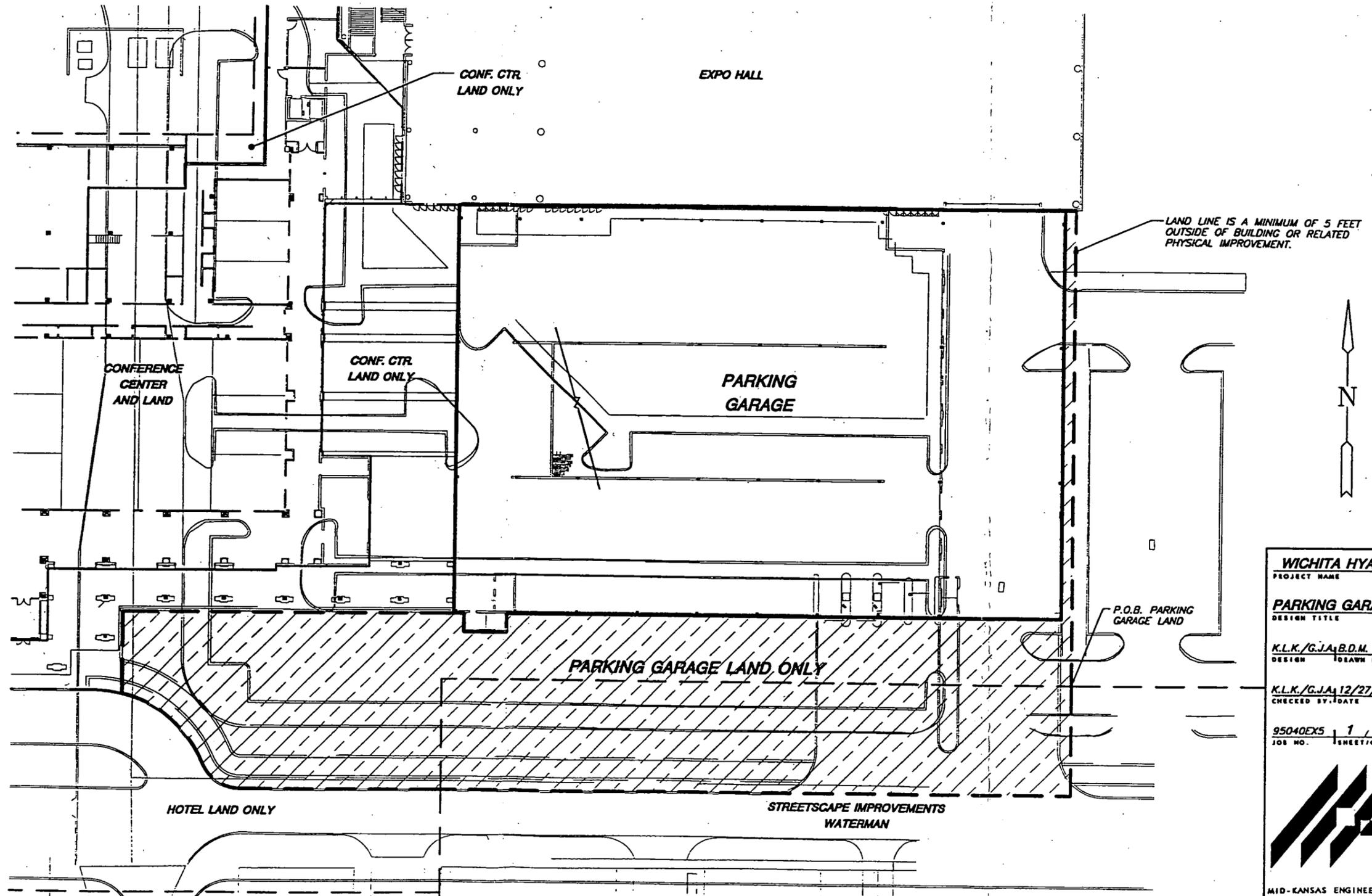
95040EX5 1 / 1
JOB NO. SHEET/OF

**MID-KANSAS ENGINEERING
CONSULTANTS, INC.**
411 N. WEBB ROAD
WICHITA, KS. 67206
316-684-9600

EXHIBIT C
TO
LEASE

EXHIBIT A-3

SCALE: 1"=50'



**EAST BANK HOTEL
PARKING GARAGE LAND LEGAL DESCRIPTION**

A tract of land lying in the Southeast Quarter, Section 20, Township 27 South, Range 1 East of the 6TH P.M., Sedgwick County, Kansas, more particularly described as follows:

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WICHITA HYATT
PROJECT NAME

PARKING GARAGE
DESIGN TITLE

K.L.K./G.J.A./B.D.M.
DESIGN DRAWN BY

K.L.K./G.J.A. 12/27/95
CHECKED BY DATE

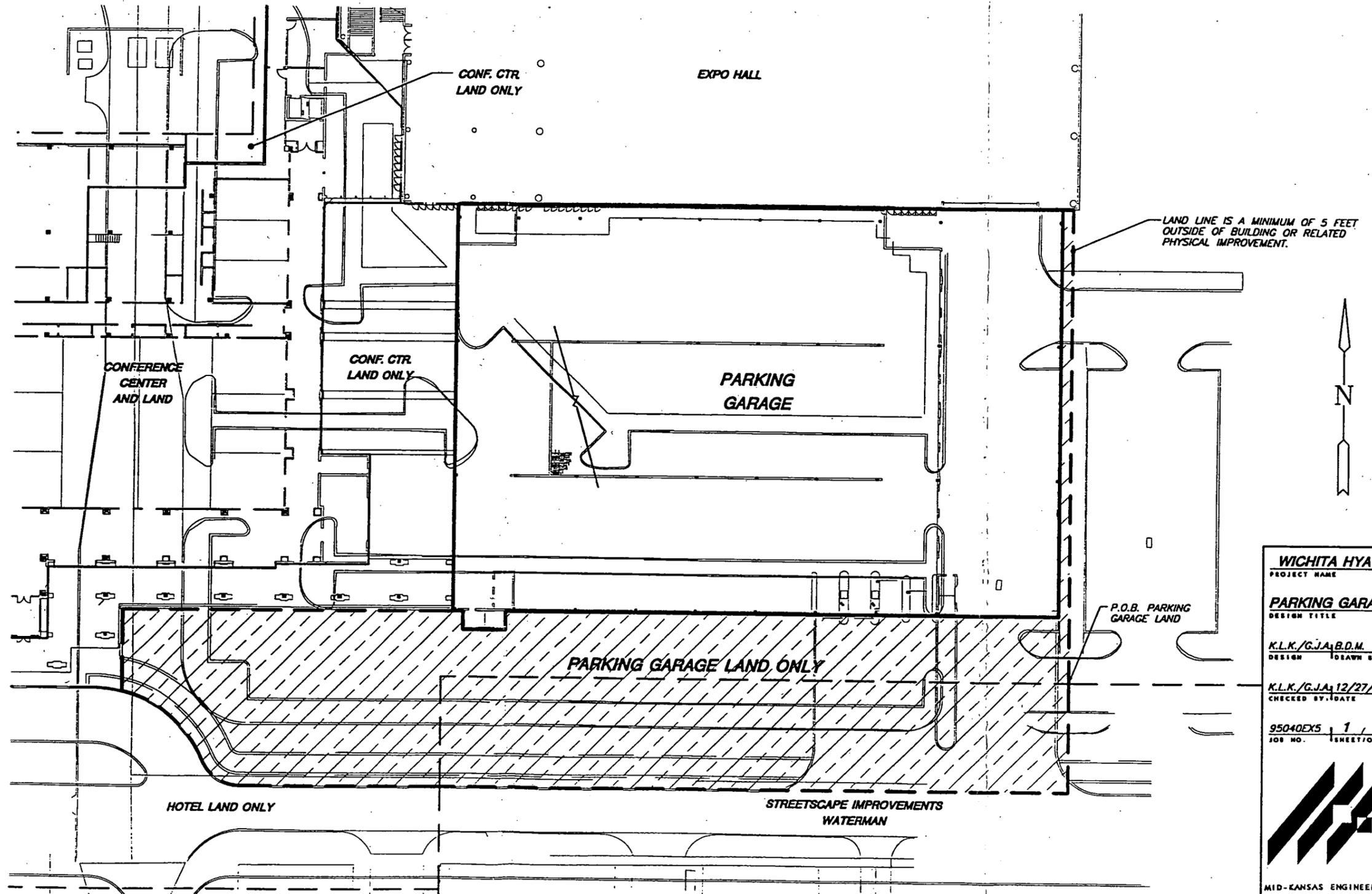
95040EX5 1 / 1
JOB NO. SHEET/OF

**MID-KANSAS ENGINEERING
CONSULTANTS, INC.**
411 N. WEBB ROAD
WICHITA, KS. 67206
316-684-9600

EXHIBIT C
TO
LEASE

EXHIBIT A-3

SCALE: 1"=50'



EAST BANK HOTEL
PARKING GARAGE LAND LEGAL DESCRIPTION

A tract of land lying in the Southeast Quarter, Section 20, Township 27 South, Range 1 East of the 6TH P.M., Sedgwick County, Kansas, more particularly described as follows:

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WICHITA HYATT
PROJECT NAME

PARKING GARAGE
DESIGN TITLE

K.L.K./G.J.A./B.D.M.
DESIGN DRAWN BY.

K.L.K./G.J.A./12/27/95
CHECKED BY: DATE

95040EX5 1 / 1
JOB NO. SHEET/OF



MID-KANSAS ENGINEERING
CONSULTANTS, INC.
411 N. WEBB ROAD
WICHITA, KS. 67206
316-684-9600

EXHIBIT C
TO
LEASE

EXHIBIT B
SUMMARY STATEMENT OF INCOME

Schedule

OPERATED DEPARTMENTS

Rooms	1
Food	2
Beverage	3
Telecommunications	4
Garage and Parking	5
Golf Course	6
Golf Pro Shop	7
Guest Laundry	8
Health Center	9
Swimming Pool	10
Tennis	11
Tennis Pro Shop	12
Other Operated Departments	13
Rentals and Other Income	14
Total Operated Departments	

UNDISTRIBUTED OPERATING EXPENSES

Administrative and General	15
Human Resources	16
Information Systems	17
Security	18
Marketing	19
Franchise Fees	19a
Transportation	20
Property Operation and Maintenance	21
Utility Costs	22
Total Undistributed Operating Expenses	

TOTALS

INCOME AFTER UNDISTRIBUTED OPERATING EXPENSES

Management Fees	23
Rent, Property Taxes, and Insurance	24

**INCOME BEFORE INTEREST, DEPRECIATION AND AMORTIZATION,
AND INCOME TAXES**

Interest Expense	25
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**INCOME BEFORE DEPRECIATION, AMORTIZATION AND
INCOME TAXES**

Depreciation and Amortization	26
Gain or Loss on Sale of Property	

INCOME BEFORE INCOME TAXES

Income Taxes	27
--------------	----

NET INCOME

EXHIBIT C

List of FFE

Armoire	Maintenance Equipment
Artwork	Material handling Equipment
Ash Urn	Mattress
Audio Visual Equipment	Meat Slicer
Banquet Chair	Mirror
Banquet Riser/Staging	Movable Floor
Banquet Table	Movable Wall
Bathroom fixtures	Office Equipment
Bed Frame & Headboard	Ovens/Stoves/Ranges
Box Spring	Paging System
Cabinet	Paneling
Cabling	Planter (movable)
Call Accounting System	Podium/Lecterns
Carpet & Padding	Point of Sale System
Cart	Pool/Patio Furniture
Cash Register & Equipment	Pool Equipment
Chair	Projector & Screen
Coffee Machines	Radio
Computer (Work Station Server & Peripherals)	Recreation Equipment
Computerized Systems	Refrigerator
Cooler	Roll Away Bed
Credenza	Safe-Cash Vault
Design Fees for Renovation	Safe-Depository Drop Box
Desk	Safe-Guest Room
Dishwasher	Scale
Door	Security Camera
Dresser	Skyjacker
Elevator Interiors	Smoke Detector
Emergency Generator	Sofa
Energy Management System	Sound System
Exercise Equipment	Spa Equipment
File Cabinet	Steamer
Floor Care Equipment	Stereo
Freezers	Stool
Fryers	Table
Garbage Disposal	Telephone
Golf Equipment	Television
Grill	Tile Flooring
Housekeeping Equipment	Transportation Equipment
Ice machine	Trash Receptacles
Kitchen Equipment	UPS System
Lamp	Vanity
Landscaping Equipment	Vehicles
Laundry/Dry Cleaning Equipment	Vending machine
Light Fixture (Plug-in)	Voice Mail Systems
Locker	Wall Coverings
Love Seat	

EXHIBIT D

Hyatt System Services and Hyatt System Costs

In addition to management services and Chain Services, Hyatt and its Affiliates currently provide certain additional centralized services to Hyatt Hotels including the following:

Mandatory Services

1. Gold Passport. Currently, Hyatt maintains a frequent guest incentive program known as Gold Passport, the cost of which is currently paid by assessing each Hyatt Hotel four percent (4%) of qualifying charges incurred by a Gold Passport member at that hotel. The amount of qualifying charges typically approximate one percent (1%) of total annual room revenue, depending on program usage in a given hotel.
2. Human Resources Services. Hyatt provides human resource and employee relations services to Hyatt Hotels generally, including specialized and divisional training programs, preparation and revision of manuals, employee surveys and employee newsletters, and monitoring compliance with affirmative action policies and other employment policies and practices. The cost of providing Human Resources Services is allocated to each Hyatt Hotel on the same basis as such costs are allocated to all other Hyatt Hotels, e.g. the number of full-time equivalent employees at a given hotel in relation to the number of full-time equivalent employees at all other Hyatt Hotels, the number of employees in an affected class (such as all management employees) in relation to the number of all Hyatt employees of such class, the number of actual employees of a hotel receiving training or other Human Resources Services in relation to the number of all other Hyatt employees participating in such programs, or any combination of one or more of the foregoing. The typical annual cost ranges from approximately \$50 to \$100 per each full-time equivalent employee.
3. Coordinated Marketing Services. Hyatt conducts joint marketing programs on behalf of a hotel together with one or more other Hyatt Hotels. A hotel's pro rata share of Coordinated Marketing Services is allocated to the hotel on the same basis as allocated to all other Hyatt Hotels participating in the marketing program(s) in question. Aggregate spending in this category is entirely dependent on a hotel's business mix, Business Segment, revenues, needs and the number of programs in which it participates.
4. Technology Services. Computer Sciences Corporation Outsourcing, Inc. ("CSCO") (an unaffiliated party) renders technology services to Hyatt Hotels through Hyatt Corporation pursuant to a technology outsourcing agreement. In particular, CSCO provides software support, maintenance, training, installation and related services for automated management systems including, but not limited to, property management, point-of-sale, sales and marketing, local and wide area networks, electronic mail, central databases and reporting, reservations, group business services and transient room monitoring, catering and conventions. The cost of providing technology services depends on the actual systems in place at a hotel and the usage thereof and is allocated to a hotel on the same basis as the cost of technology services are allocated to all other Hyatt Hotels, e.g. the number of computers in the hotel in relation to the number of computers in all Hyatt Hotels, or the number of point-of-sale servers in the hotel in relation to the number of point-of-sale servers in all Hyatt Hotels, or, with respect to group service automation, the number

of rooms occupied by groups at the hotel in relation to the total number of rooms occupied by groups at all other Hyatt Hotels, or, with respect to the costs of transient business automation systems, the number of rooms occupied by transient guests at the hotel in relation to the total number of rooms occupied by transient guests in all other Hyatt Hotels, or, with respect to the costs of electronic mail, the number of electronic mail users at the Hotel in relation to the number of electronic mail users in all other Hyatt Hotels, or on actual usage based on a combination of the foregoing.

5. Other Reservations Services. In addition to the central reservations center currently located in Omaha, Nebraska, the cost of which is allocated to each Hyatt Hotel as part of Allocable Chain Expense, other global distribution systems (principally airline reservations systems) accept reservations for Hyatt Hotels and confirm the reservations with Hyatt through Hyatt's Omaha reservations center. These supplemental reservations systems charge Hyatt a reservations fee, currently averaging approximately \$4.00 per reservation, which Hyatt passes on to the hotel receiving the reservation at cost without mark-up or profit to Hyatt. Similarly, fees charged by internet travel service providers (ranging from a fixed fee per transaction to a percentage of the daily room rate charged to the customer) such as Expedia and Travelocity are passed on to the hotel receiving the reservation at cost without mark-up or profit to Hyatt. In addition, a publicly traded company (in which Hyatt currently owns less than 1% of the outstanding common shares) provides connections to the airline reservations systems, internet related reservations services and consolidated travel agent commission payment processing services for which hotels using such services pay on a per transaction basis at rates set by the service provider.
6. Wide Area Network (WAN). The WAN is a private communication network among Hyatt Hotels, the Omaha reservations center, Hyatt's corporate office, divisional offices and other important points of contact within the Hyatt chain. Among other things, the WAN permits the Omaha reservations center to transmit reservations to the applicable Hyatt Hotel, provides each Hyatt Hotel access to Hyatt's databases and allows Hyatt to gather, process and use information from each Hyatt Hotel and the Omaha reservations center for, among other things, sales purposes and various financial and other analyses. The WAN also is the delivery mechanism utilized for Hyatt's enterprise electronic mail systems. The WAN includes the installation of a firewall to provide hotel staff with secure Internet access from their LAN-connected personal computers. Each Hyatt Hotel has, or is required to purchase, specific hardware necessary to connect to the WAN at an estimated one-time cost which currently approximates \$12,000 to \$15,000, exclusive of initial circuit costs which typically range from \$5,000 to \$10,000 (exact costs are determined upon completion of a systems proposal). In operating the WAN, Hyatt incurs expenses including telephone support from customer service employees of CSCO for hardware and communications, telephone line charges, circuit costs and certain other third party costs. From time to time, as new equipment is added, the cost of leasing the equipment, or an amortization of the equipment cost (depending on whether the equipment is leased or purchased), is charged to each Hyatt Hotel as part of the operating costs of the system. Each Hyatt Hotel pays its proportionate share of these network operating charges, without profit or mark-up, on a per hotel basis based on the number of hotels connected to the WAN (except for hotels on a public network and the Hawaiian properties because of their unique configurations) and the circuit size (56K, 128K or 256K) for that hotel.
7. Employee Benefits. Hyatt provides certain employee benefits to hotels managed by Hyatt, as follows:

- a. Health and Dental Plan (Non-Union Personnel and Non-HMO Personnel). Hyatt is self-insured for these programs. Claims and administrative costs are allocated among the hotels on the basis of the number of participating employees in each plan. Amounts are paid to Hyatt, aggregated and then deposited in a 501(c)(9) trust fund. Hyatt's corporate office, along with certain individual Hyatt Hotels, utilize First Health Group Corporation, a publicly traded company, to provide health benefits to employees. Pritzker Family Business Interests hold a minority interest in First Health. Thomas J. Pritzker, CEO of Hyatt, is a director of First Health.
- b. Retirement Plans (Non-Union Employees). All hotels managed by Hyatt pay a percentage of eligible compensation and a stated amount per employee (class) which is aggregated at the Hyatt corporate level and deposited in a retirement trust fund.
- c. Other Benefit Plans. Other benefit plans are generally administered in the same manner as retirement plans. Costs associated with other benefit plans are generally allocated and/or administered in a manner similar to retirement plans.

Costs for each Hyatt Hotel for the benefit plans listed above vary based on type and level of employee participation.

8. Mandatory Contracts. As indicated in the Management Agreement, Hyatt from time to time, negotiates contracts with vendors or providers of services which, under their terms, provide for mandatory participation by substantially all Hyatt Hotels, or by Hyatt Hotels in a certain Business Segment, in some cases with certain exceptions. Except as otherwise expressly provided in the Management Agreement, Hyatt shall not receive any fees, rebates or commissions under or with respect to Mandatory Contracts, although certain of the Mandatory Contracts may provide for promotional or other allowances which are then allocated among participating Hyatt Hotels on a fair and equitable basis as determined by Hyatt.
9. Other Corporate Services. Hyatt also provides a number of other corporate services and programs for the benefit of Hyatt Hotels for which reimbursement is made on a cost recovery basis. These services and programs include in-house merchandising services, group sales promotional programs and events sponsored by two or more Hyatt Hotels, property evaluations, quality assurance manuals, college recruiting programs, other training programs and other various services.

NOTE: With respect to the calculation of costs for each category of mandatory Hyatt System Services, and except as otherwise noted, costs include an allocable share of corporate office overhead and occupancy costs, but without a profit or mark-up component to Hyatt.

Non-Mandatory Services

1. FFE Purchasing Services. Rosemont Project Management, LLC, offers purchasing services to Hyatt Hotels for the purchase of furniture, fixtures and equipment, which, together with renovation related services, are typically subject to a separate fee structure (which includes a profit component). As detailed in the Management Agreement, each Hyatt Hotel may determine, in accordance with the terms of the Management Agreement, whether, and the extent to which, to use the foregoing purchasing services.

2. Purchasing Services. Hyatt makes various goods and services available to Hyatt Hotels through a centralized purchasing program ("Purchasing Company") currently administered by Avendra, LLC, a procurement services company in which an Affiliate of Hyatt has a minority ownership interest. While Hyatt receives no fees, commissions or other remuneration in connection with such purchasing services, the Purchasing Company may receive fees, rebates or commissions on certain goods or services so provided (which include a profit component). As detailed in the Management Agreement, each Hyatt Hotel determines whether, and the extent to which, to use the services of the Purchasing Company (other than as stated under Mandatory Contracts above). Hyatt corporate personnel will provide on-going oversight of the Purchasing Company. The cost of providing this function will be allocated among those hotels utilizing the purchasing services of Purchasing Company on a fair and equitable basis without premium, profit or mark up to Hyatt.
3. Remote Call Forwarding. Hyatt currently offers Hyatt Hotels the option of forwarding reservations calls received at a hotel to Hyatt's centralized reservations center currently located in Omaha, Nebraska, whenever on-site personnel are unavailable to process potential reservations. The cost of Remote Call Forwarding is charged, on a per call basis which currently approximates \$1.41 per call, to all Hyatt Hotels receiving Remote Call Forwarding Services. Each Hyatt Hotel may determine whether to elect to use Remote Call Forwarding Services.
4. General Liability and Auto Insurance. Hyatt offers comprehensive general liability insurance, including liquor and dram shop liability insurance, automobile coverage for all hotel vehicles, umbrella liability insurance, and crime and fidelity insurance to Hyatt Hotels, the cost of which is allocated among all participating Hyatt Hotels based upon their respective total hotel revenues. Participation in Hyatt's insurance program is voluntary and generally subject to the acceptance of the hotel into the program by underwriters.
5. Property Insurance. Hyatt also offers a property and business interruption insurance program to each Hyatt Hotel, the cost of which depends on the valuations of each insured hotel. Participation in Hyatt's insurance program is voluntary and generally subject to the acceptance of the hotel into the program by underwriters.
6. Travel and Accident Insurance. For those Hyatt Hotels participating in Hyatt's insurance program, Hyatt offers a travel and accident insurance program for its employees. Currently, the premiums incurred and paid by Hyatt to a third party insurer for this program are reimbursed to Hyatt by each Hyatt Hotel on a pro rata basis based on the number of participants employed at each Hyatt Hotel covered by these programs.
7. Worker's Compensation Insurance. Hyatt offers worker's compensation insurance under its insured or self-insured programs. Under the insured program (for those jurisdictions that do not allow self-insurance programs or where it is not financially beneficial to establish self-insured programs), the hotel pays the state's standard modified premium. Under the self-insured program, a hotel currently pays the first \$25,000 (deductible) for each claim, including any adjusting expenses, and an amount equal to approximately 25%-35% of the state's manual premium. Hyatt is responsible for any amounts in excess thereof.
8. MT Phone Company. This affiliate of Hyatt currently negotiates volume telecommunications agreements and aggregates local long-distance and frame delay network volume for Hyatt Hotels

and other entities. It also provides, through various third parties, audit services, special analyses and reports, oversight of PBX, voice mail and call accounting systems, and evaluations and recommendations of telecommunication equipment. Costs incurred by MT Phone Company (including a reasonable allocation of corporate overhead and occupancy costs but without a profit component) are reimbursed by Hyatt Hotels utilizing these services based on long distance minute volume. Aggregate spending in this category is entirely dependent on actual usage.

9. Pritzker Family Business Interests. Given the varied nature and scope of investments by or on behalf of the Pritzker Family, there may be situations where a company in which the Pritzker Family holds an interest (either directly or indirectly), is doing business with Hyatt or individual Hyatt Hotels. Where that interest is significant and is known to Hyatt, Hyatt will make every effort to inform hotel owners. In that regard, TransUnion, one of the two approved vendors utilized by Hyatt Hotels to perform employee background checks, is one of the Marmon companies owned by Pritzker Family Business Interests.

EXHIBIT E

Complimentary and Company Use Room Policies

Below is a description of the policies in effect as of the date of this Agreement regarding complimentary and company use rooms at Hyatt Hotels. Hyatt reserves the right to make exceptions to or change these policies at any time.

1. Complimentary Rooms

(a) Group Complimentary Policy: HC and Hyatt negotiate, as common industry practice, complimentary rooms with each group room booking. Typically, the rule-of-thumb is that the customer receives one complimentary room night for every fifty (50) revenue room nights booked on a group basis. It is, of course, subject to individual group negotiation.

(b) Employee Complimentary Policy:

(i) HC staff doing business for the benefit of a subject hotel will not be charged for a guestroom.

(ii) After one year of service, each full-time employee of Hyatt and HC and the employees of any of the Hyatt Hotels is allowed twelve (12) complimentary room nights per anniversary year on a space available basis. Part-time employees are entitled to complimentary rooms pro-rated by the average hours worked. The maximum number of complimentary room nights per employee in any one hotel is three (3) nights per anniversary year. No hotel is obligated to allocate more than one percent (1.0%) of its rooms inventory for employee complimentary rooms daily.

2. Company use Rooms

(a) Inter-Company Rate: Fifty percent (50.0%) discount from a hotel's corporate rate (said corporate rate is referred to by HC as its Rack C rate). This rate is available for HC staff staying at another Hyatt Hotel for business purposes (e.g., sales managers of one Hyatt Hotel in another city to make sales calls).

(b) Employee Rate: Fifty percent (50.0%) discount from the hotel's Rack C rate. This rate is available to HC employees staying at Hyatt Hotels for additional nights beyond the three complimentary room nights provided under paragraph 1(b) above. This rate may also be available for a companion accompanying an employee on a trip. In both cases, this rate is only offered on a space available basis.

(c) Hyatt Meetings: The lesser of (i) fifty percent (50.0%) discount from the hotel's Rack C rate and (ii) the lowest rate actually being charged to similar sized, third party groups occupying the hotel during the same (or reasonably the same) period. This rate is available for meetings at a hotel either attended by HC staff, or sponsored by HC.

EXHIBIT F

**Maintenance Manual and Program for the
State Office Building Parking Garage**

MAINTENANCE MANUAL AND PROGRAM

FOR

**STATE OFFICE BUILDING
PARKING GARAGE
WICHITA, KANSAS**

AUGUST, 1994

WALKER NUMBER D6355.00

BY:

**WALKER PARKING CONSULTANTS/ENGINEERS, INC.
2530 SOUTH PARKER ROAD, STE.635
AURORA, COLORADO 80014
(303) 337-2634**

STATE OFFICE BUILDING PARKING GARAGE
MAINTENANCE MANUAL AND PROGRAM
AUGUST 18, 1994

TABLE OF CONTENTS

	<u>PAGE</u>
SECTION I - PROJECT RESPONSIBILITY	
PROJECT TEAM	1
SECTION II - MAINTENANCE PROGRAM	
INTRODUCTION	3
A. OBJECTIVE	3
B. SCOPE	3
C. APPROACH	4
BACKGROUND	6
A. SPECIAL CONDITIONS	6
B. MAINTENANCE PROGRAM BENEFITS	6
C. STRUCTURE DESCRIPTION	6
RECOMMENDED PROGRAM	7
A. OPERATIONAL MAINTENANCE	8
B. STRUCTURAL MAINTENANCE	19

STATE OFFICE BUILDING PARKING GARAGE
MAINTENANCE MANUAL AND PROGRAM
AUGUST 18, 1994

TABLE OF CONTENTS (CONT'D.)

CHECKLISTS

- A. DAILY OPERATIONAL CHECKLIST
- B. WEEKLY OPERATIONAL CHECKLIST
- C. MONTHLY OPERATIONAL CHECKLIST
- D. SEMI-ANNUAL OPERATIONAL CHECKLIST
- E. ANNUAL OPERATIONAL CHECKLIST
- F. ANNUAL STRUCTURAL CHECKLIST

APPENDICES

APPENDIX A - SUBSTANTIAL COMPLETION

LIST OF TABLES

- TABLE 1 - OPERATIONAL MAINTENANCE PROGRAM
- TABLE 2 - STRUCTURAL MAINTENANCE PROGRAM
- TABLE 3 - RELAMP SCHEDULE
- TABLE 4 - PREPARATION OF CONCRETE SURFACES USING WATER
- TABLE 5 - PENETRATING SEALER APPLICATION

**SECTION I
PROJECT RESPONSIBILITY**

PROJECT TEAM

The primary parties involved with the construction of this project were:

OWNER:

The City of Wichita
455 North Main Street
Wichita, KS 67202

ARCHITECT:

Gossen/Livingston
420 South Emporia
Wichita, KS 67202
(316) 265-9367

**STRUCTURAL ENGINEER/PARKING
CONSULTANT:**

Walker Parking Consultants/
Engineers, Inc.
2530 South Parker Road, Ste. 635
Aurora, CO 80014
(303) 337-2634

**MECHANICAL/ELECTRICAL
ENGINEER:**

Professional Engineering Consultants
303 South Topeka
Wichita, KS 67202
(316) 262-2691

GEOTECHNICAL ENGINEER:

Terracon
2111 West Harry Street
Wichita, KS 67213
(316) 262-0171

STATE OFFICE BUILDING PARKING GARAGE
MAINTENANCE MANUAL AND PROGRAM
AUGUST 18, 1994

Page 2

TESTING/INSPECTION AGENCY:

Terracon
2111 West Harry Street
Wichita, KS 67213
(316) 262-0171

GENERAL CONTRACTOR:

Martin K. Eby
610 North Main
Wichita, KS 67201
(316) 268-3500

SECTION II MAINTENANCE PROGRAM

INTRODUCTION

A. OBJECTIVE

This manual provides The City of Wichita with guidelines for maintaining the State Office Building Parking Garage. Procedures essential to maintaining the structure are discussed.

B. SCOPE

The purpose of a maintenance program is to protect City of Wichita's initial investment by coordinating proper and timely preventive maintenance that reduces premature deterioration. This maintenance program will address general as well as specific maintenance needs in a cost-effective manner. Maintenance can be separated into two classes: **Operational** and **Structural**. Operational maintenance is required to operate a facility effectively. Structural maintenance is required to protect structural integrity.

Specific repairs exceed the scope of this manual. A qualified engineer should be consulted for structural repairs such as patching, floor slab overlays, traffic topping installation, sealer application, crack repairs and expansion joint installation. Manufacturers and suppliers should be consulted for mechanical and electrical repairs.

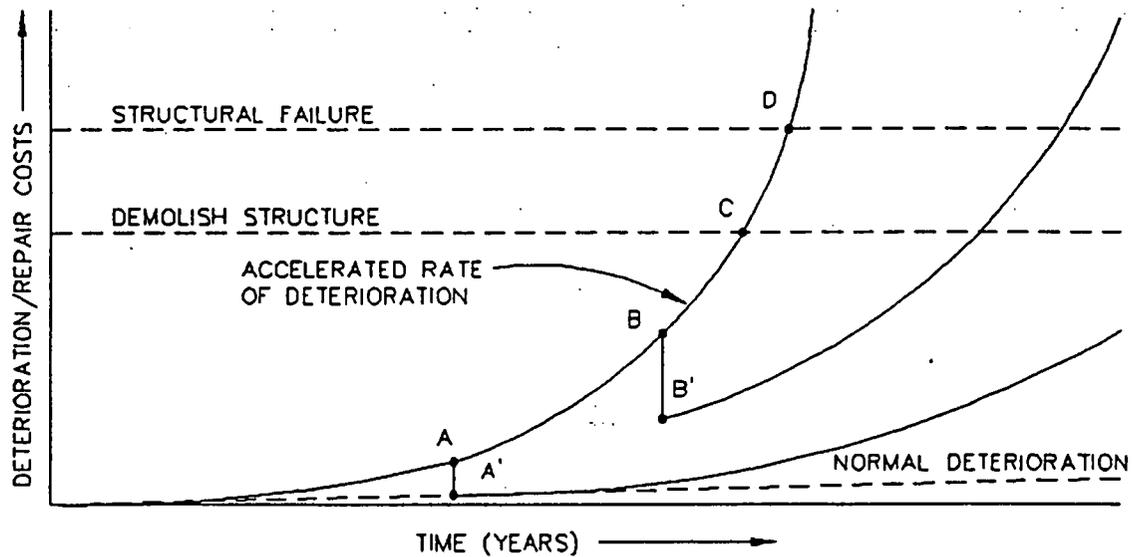
The City of Wichita has been supplied with electrical and mechanical equipment "Owner's Manuals" and service information. Therefore, this Manual will only briefly review those items. The emphasis of this Manual will be on Operational and Structural Maintenance, as these topics are not addressed by the information supplied by Eby.

C. APPROACH

A comprehensive maintenance program requires that an annual budget be established. This budget should begin with the first day of operation and account for costs such as operating expenses, operating maintenance, and structural maintenance. Operating expenses include costs for daily maintenance; supplies; garagekeepers insurance; cashiering; management fees; on-site security; structural maintenance; and property, parking, and sales taxes. Operating maintenance includes costs for sweeping and washing floors, removing graffiti, replacing light bulbs and ballasts, repairing parking and revenue control equipment, restriping, and landscape maintenance. Structural maintenance costs include delamination testing, applications of penetrating sealers, repairs of traffic topping, routing and sealing cracks, expansion joint repairs, and concrete repairs.

The average annual operating cost of a parking structure on a per space basis is about \$350 to \$400. Cashiering and management account for 50% to 55% of that cost, while maintenance is about 13% to 18%, utilities are about 12% to 17%, and miscellaneous costs can be as high as 18% to 23%. The expenses, however, can vary dramatically, depending upon variables such as size of facility, geographical location, staffing patterns, method of operation, and local taxes.

As shown in Figure 1, located on the following page, operational/structural maintenance and repair costs can increase dramatically over time if a maintenance program is not in place.



NOTE:

1. Points A - D represent stages of accelerated deterioration in parking structures.
2. Structures repaired at point A cost less overall and last longer than structures repaired at point B. [Compare curve A' to B']

BACKGROUND

A. SPECIAL CONDITIONS

Parking structures are unique facilities and vary in many ways from most buildings. Structurally, parking facilities are more complex than other concrete buildings due to environmental conditions. The Owner must try to reduce deterioration of the facility by performing preventive maintenance.

B. MAINTENANCE PROGRAM BENEFITS

Parking facilities represent a significant commitment of capital. The principal benefit of a maintenance program is protection of that capital investment. When a parking facility is part of a larger facility, such as an office or retail complex, the need for regular maintenance is even more critical. Any parking structure deterioration could also affect the attached facilities. Maintenance must be performed at regular intervals to be cost effective. Irregular maintenance will provide a marginal return on investment.

Attention to the facility's physical appearance and general cleanliness will promote user confidence. A regular maintenance program will help provide user safety through proper lighting levels, signage, and sound walking and driving surfaces.

C. STRUCTURE DESCRIPTION

Construction of The State Office Building Parking Garage was completed in August of 1994. It consists of six levels, five of which are supported. The capacity of the facility is 650 cars. A shell for future retail was constructed along the south side of the ground tier. The entrance/exit location for the facility is at its southeast corner. There is one stair tower located at the southeast corner and one stair/elevator tower at the southwest corner of the facility.

The structure is comprised of precast and prestressed concrete elements. Double tees, with field cast-in-place concrete topping, are supported by prestressed beams and columns. Shearwalls resist lateral loads in the east/west direction and a moment resisting frame resists lateral loads in the north/south direction.

RECOMMENDED PROGRAM

Operational maintenance and Structural maintenance each have significantly different characteristics from the other and must be treated as separate maintenance items. See Tables 1 and 2 for elements in each class.

TABLE 1
OPERATIONAL MAINTENANCE PROGRAM

- Electrical System
- Security Monitoring Equipment
- Mechanical Equipment
 - Elevators and Shafts
 - HVAC System
 - Fire Protection Equipment
 - Parking and Revenue Control Equipment
- Graphics, Signage and Floor Striping
- Cleaning Requirements
 - Housekeeping
 - Graffiti
 - Sweeping
 - Expansion Joint Seals
 - Washdown
 - Landscaping
 - Painted or Stained Surfaces
- Winterization
- Snow Removal and Ice Control
- Drainage
- Inspection

TABLE 2
STRUCTURAL MAINTENANCE PROGRAM

- Concrete Floors
- Beams, Columns, and Concrete Walls
- Stair and Elevator Towers
- Joint Sealant Systems
- Architectural Sealants
- Exposed Steel
- Masonry
- Bearing Pads
- Inspections

A. OPERATIONAL MAINTENANCE

1. Electrical System:

Adequate lighting is essential and will help ensure secure and easy movement of users.

Inspect all fixtures, including pedestrian "EXIT" signs, emergency light fixtures, and lighted directional/informational signs daily. Replace or repair light fixtures that are not working properly or are damaged.

Studies by manufacturers have shown that the energy consumed by some lamps increases rapidly towards the end of lamp service life. Scheduled relamping before burnout may reduce energy costs. Review service life expectancy versus power consumption with your local lamp supplier. See Table 3 for typical relamping information.

**TABLE 3
 RELAMP SCHEDULE**

<u>Lamp Type</u>	<u>Typical Rated Life (Hours)</u>	<u>Typical Mean Output (% of Max.)</u>	<u>End of Life Output (% of Max.)</u>	<u>Recommended Replacement Life (% of Rated)</u>
High Pressure Sodium	24,000	85% - 90%	70% - 80%	80%
Metal Halide	10,000-20,000	75% - 80%	60% - 70%	70%
Fluorescent	12,000-20,000	85% - 90%	75% - 80%	80%

Clean and repair electrical conduit exposed to leakage or if rusting. Vulnerable locations for conduit corrosion include under leaking joints, cracks, and at unsleeved floor penetrations. Replace damaged conduit that is loose from its mounting or has exposed conductors. Maintain electrical outlets and junction boxes in safe working condition. If outlets have cover plates, keep them in proper working order.

Clean and paint or replace damaged or rusting electrical panels.

Check, clean and calibrate timers and photocells. Test ground fault circuit interrupters:

Identify leaking from ceiling boxes and repair source of leak. Windblown water or snow can infiltrate electrical conduit.

Inspect, clean, and test emergency generator as recommended by manufacturer.

2. Security Monitoring Equipment

Test the following items regularly to ensure proper operation:

- a. Telephones in elevator cabs, cashier booths.
- b. Panic buttons near elevators.
- c. Emergency telephones.

The importance of maintaining security monitoring devices cannot be overstressed. Maintain security monitoring systems in proper working order always. Daily inspection of all equipment is required. Correct deficiencies immediately.

3. Mechanical Equipment

Inspect all mechanical equipment regularly and service as required.

a. Elevators and Shafts

Inspect all elevators, shafts, and associated hardware. Service according to equipment manufacturer's recommendations. Correct leakage into the elevator shaft as soon as it is discovered. A maintenance agreement with a reputable elevator service company or the manufacturer is the most effective method for servicing. The maintenance agreement should include a requirement to clean the shaft side of glass-backed elevators and curtain walls at least quarterly.

Give particular care to cleaning of the tracks or grooves in elevator floor sills. These tracks are in both the elevator cab floor sill and each landing floor sill. Dirt in these tracks can cause the elevator doors to malfunction. Clean the tracks monthly.

b. HVAC System

HVAC systems should be inspected and air filters changed monthly. Service manuals provided for this equipment by the manufacturer should be checked for proper maintenance action. All servicing required should be performed promptly and to the specifications provided by the equipment manufacturer or supplier.

Inspect ventilation/exhaust fans and necessary support systems monthly. Service manuals provided for this equipment by the manufacturer should be checked for proper maintenance. Perform all servicing required promptly and to the specifications provided by the equipment manufacturer. Keep replacement belts and pulleys for fans in stock and replace worn or damaged parts periodically to reduce chances of breakdown. Direct all questions about servicing to the equipment manufacturer or supplier.

c. Fire Protection Equipment

Periodically check standpipes for proper operation. Check portable fire extinguishers for satisfactory charge monthly. Monitor smoke and heat detectors to help ensure proper functioning. Repair or replace broken extinguishers, cabinets, and detectors. Winterize any wet systems.

d. Parking Control Equipment

Examine all parking equipment monthly. Establish a preventive maintenance program to lessen breakdowns. It is prudent to maintain an inventory of critical parts so maintenance crews can quickly repair the equipment. Periodic servicing of the parking equipment is essential for smooth operation of the facility. Set up a service agreement with the parking equipment supplier with on-call service to provide help with breakdowns. New equipment added to the facility after original construction must be compatible with existing equipment. Keep copies of operations and service manuals for all equipment on hand for easy reference. Set up a log of maintenance and service calls for each piece of equipment.

4. Graphics, Signage, and Floor Striping

Proper graphics are essential to the smooth operation of your parking facility and must be kept clean and visible. Graphics combining words or symbols with arrows are the most effective for traffic and pedestrian movement control. Keep all entrance, exit and traffic directional signage and displays clean and legible. Examine paint or facing material for graphics semi-annually for deterioration. Repaint, repair or replace as required.

Keep floor and stair tower signs directing patrons to their destinations legible and visible from all entrances and exits.

Inspect floor striping semi-annually after cleaning. Repaint as required, typically

at two to four year intervals. Restriping should be performed after medium pressure water cleaning and degreasing of floors. Restriping also will be required after the application of concrete sealers or after the installation of traffic topping. Contact WALKER for the latest striping code requirements.

Traffic paint applied over sanded urethane traffic topping is subject to harsher abrasion conditions and has less bond than that applied to bare concrete. Lane markings and stall striping in these areas will have a shortened service life.

5. Cleaning Requirements

a. Housekeeping

Windows should be washed. Floors of stair and elevator towers, security station and lobbies should be swept regularly. Sweep heavily used areas daily. Damaged window glass or deteriorated glazing should be repaired. Periodically check stair tower roofs for leaks.

b. Graffiti

Graffiti can be easily removed if a protective coating is applied to concrete surfaces. Where coatings are not used, removal may be more difficult. Remove graffiti promptly.

c. Sweeping

A frequently overlooked aspect of parking facility maintenance is proper floor cleaning. Sweep the floor surface of all parking bays weekly. Clean stairs and elevators daily.

Sweeping can be done with hand brooms or mechanized sweepers designed for use in buildings. The maximum allowable weight for mechanized sweeping equipment is 8,000 pounds gross weight or 2,000 pounds gross weight per wheel.

Remove all dirt and debris from the facility. Keep dirt and debris from drain basins and pipes. Blockage will cause system leakage or failure. Remove grease buildup in parking spaces and exit areas with proper degreasers.

d. Expansion Joint Seals

Expansion joints should be inspected annually for any leaking or tearing. Jeene joints with a folded top surface should be cleaned thoroughly during regular ramp sweeping.

e. Washdown

In addition to sweeping, a semi-annual washdown with low pressure hoses is advisable. Remove salt and debris collected during the year by flushing the floor surface. Salt collects during the winter months and should be removed each spring by washing the floor surface. Precede the washing by sweeping the facility.

More frequent washdown of critical areas such as entrance lanes and main drive aisles is advisable during the winter when weather permits. If weather does not permit, squeegees or brooms can be used to remove salt-laden slush or water. See Table 4 for typical water pressures.

In performing a washdown for the State Office Building Parking Garage, medium pressure power washing may be used as required. Do not use high pressure water jet cleaning systems on floor slabs near sealants. High pressure water jets can remove traffic toppings, damage sealant, cause leakage, and may lead to serious deterioration. High pressure water cleaning may be used for removing grease spots on the floor slab when care is taken to avoid damage to joint sealant materials. When washing down the floor slabs, take care to avoid washing sand into the drain system. Temporary burlap or straw filters will prevent sand from getting into the drains.

**TABLE 4
 PREPARATION OF CONCRETE SURFACES USING WATER**

Terminology/ Technique	Purpose/Use	Typical Water Pressure (psi)	Typical Water Consumption (gpm)	Removal Capability
Low Pressure Washing/Hoses	Flushing of road salts	25-40	6-10	Loose sand and debris
Med. Pressure Washing Power Washer	Cleaning	2000-4000	10 (minimum)	Loose paint, sludge
High Pressure Washing Compressor*	Light surface prep.	5000-8000	18 (minimum)	Sealer, traf- fic topping, paint removal
Waterblasting*	Heavy surface prep.	8000-12,000	18 (minimum)	Sealer, traf- fic topping, patch prep., everything

* High pressure washing and waterblasting are not typical maintenance items. These procedures should be performed by experienced contractors with an engineer's direction.

Traffic topping will appear cleanest on the top floor and drive aisles due to washing by rain. Traffic topping will be progressively dirtier on lower levels and near upper level entrances.

f. Landscaping

Landscaping features improve facility appearance. In general, all plantings should be well tended. Frequently clean and cultivate planter boxes, if any.

Keep walkways clean. The facility perimeter should be clean and presentable. Trash receptacles, placed at convenient locations, will help ensure proper trash disposal. Users tend to keep a well-maintained facility clean by not littering.

g. Painted or Stained Surfaces

Paint or stain exposed structural elements, fascia panels, stair tower interiors, stairs, doors, door frames, guardrails, pipe guards, exposed pipes, conduits, and handrails as required. Painted or stained surfaces will need repainting at three to seven year intervals, depending on exposure conditions.

To increase service life, pay careful attention to surface preparation before painting. Select a paint appropriate to the particular application.

Rust stains are usually an indicator of other problems such as concrete cracking, paint failure, or sealant failure. The cause of rust staining should always be determined and corrected before repainting or resealing.

6. Winterization

Winterize the facility before cold weather. After washdown, flush and drain the fire protection system (standpipes), landscaping sprinklers, and hosebib system to prevent freezing water bursting pipes. Flush drainage and underground piping to check for blockages.

Check that parking equipment heaters and heat tape on pipes are in working order.

7. Snow Removal and Ice Control

Snow is normally plowed downhill using a vehicle with a maximum gross axle weight of 4,000 lbs. The snow plow blade should have a heavy rubber edge attached to the bottom, or shoes designed to keep the steel blade from contacting the concrete floor surface. **Keep the steel blade one-half inch above the floor** to avoid damage to concrete, expansion joint systems, joint sealants, and traffic topping. Plowing should be done away from joints, not across them. Place flags or other markers to note expansion joint locations when plowing.

Snow is normally plowed to specific locations within the facility where a "Bobcat" or industrial snowblower can be used to lift the snow over the barrier wall. Take care with snow removal equipment to avoid damage to barrier walls, connection hardware and expansion joints. Remove snow from temporary drop points. Off-peak snow removal may be required to deal with heavy snowfalls. If snow is piled on the structure, those areas must be designated or reinforced for heavier loads.

Snow can also be quickly brushed away with a rotary broom mounted in front of a utility vehicle. Clearing snow with a rotary broom is typically efficient only for light snowfalls. Metallic bristles on rotary brooms can damage traffic topping and must not be used. If rotary brushes are used, replace metallic bristles. Confirm bristle type with the traffic topping manufacturer so as not to invalidate traffic topping warranty.

Studded snow tires and tire chains damage concrete and traffic topping and should be prohibited if feasible.

The slope of the floors is designed to drain surface water as quickly as possible. Certain areas, primarily entrance/exit lanes and the top level, are particularly vulnerable to icing when water drains from sun-warmed surfaces into shaded areas. Be aware of these areas and control icing as it occurs.

Ice buildup can be controlled by using hot sand or a mixture of sand and salt. Do not apply deicing chemicals containing chloride directly to the concrete unless extreme ice conditions exist. Small amounts of salt (3 to 6 percent by weight of sand) added to sand can be very effective at increasing traction and preventing skidding. Apply the sand/salt mixture only as needed. Drains should be protected against runoff-related sand accumulation. Use temporary burlap or straw filters to help prevent drain clogging and damage.

Most common chemical deicers can have major chemical and physical effects on reinforced concrete. Several deicers are listed below with a general description of their common effects. Although a deicer may affect materials such as steel reinforcement or metal connections, and have little effect on concrete, the effect on one single material may progressively affect the entire system. When deicers in solution with water reach unprotected metal, serious deterioration can result.

Common Deicing Agents:

Sodium Chloride (halite, table salt, or rock salt) has little chemical effect on concrete, but will damage lawns and shrubs. It does promote metal corrosion. **Do Not Use.**

Calcium Chloride, a major active part of many proprietary deicers, has little chemical effect on concrete, lawns, and shrubs, but does cause corrosion of metal. It is particularly hazardous to prestressing steel. **Do Not Use.**

Ammonium Nitrate or Ammonium Sulfate will not harm most vegetation. It may lead to complete destruction of concrete because of direct chemical attack on concrete reinforcement. Never Use.

Calcium Magnesium Acetate (CMA) is available as "CRYOTECH CMA", manufactured by Cryotech. CMA helps break the bond between the ice and driving surface. It acts similarly to salt, but is slower-acting, typically 10 to 15 minutes. CMA has no known adverse affects on concrete or embedded reinforcement. CMA will not damage lawns or shrubs and will perform at temperatures as low as -20° F.

Prilled Urea does not damage concrete, lawns, shrubs, or metal. Prilled urea does not behave like common road salt. It will attract moisture and stay "mushy" longer than salted areas. It also will take longer than salt to penetrate ice, and work best at breaking up ice with solar action. Prilled urea has little effect after dark or at temperatures below 24° F. For best results, use urea to break up ice and then shovel.

Ethylene Glycol, or a solution of ethylene glycol and urea, is used by many airports for ice control on runways and planes. While effective to -40° F. and non-damaging, it is more expensive than urea and local ordinances may prohibit its discharge into sewers.

Sand, or a mixture of sand and salt, may be used to reduce the use of deicers.

All deicing compounds, including road salt, do not work in extremely cold temperatures. Sand can be broadcast over icy surfaces to improve traction when deicing agents are ineffective. The use of sand may require additional sweeping and cleaning.

Minimize the use of deicing chemicals during the first two years of concrete curing. Properly designed, air-entrained and cured concrete is required to provide a durable concrete structural system. Unlike design and air entrainment, concrete curing is an ongoing process.

Recommended deicing measures, in order of decreasing preference, are:

- a. Clean, plow, scrape off ice and snow. Use no deicing agents.
- b. Calcium Magnesium Acetate (CMA).
- c. Prilled Urea (granular, chemically coated with a derivative of formaldehyde).
- d. Use sand to increase traction. When washing down, place burlap or straw filters over floor drains to keep sand out of drainage systems.
- e. Use mixture of sand and Calcium or Sodium Chloride.
- f. Do not use Calcium Chloride.
- g. Do not use Sodium Chloride.
- h. Never use Ammonium Nitrate or Ammonium Sulfate.

8. Drainage

This geographic area is subject to moderate to heavy rainfalls. The drainage system must work. Promptly remove all debris that might clog the drains. The drains throughout the facility should be cleaned periodically to help ensure proper drainage.

Check floor drains daily. Inspect drain basins, inlet grates, leaders, downspouts, and all support brackets annually for leaks or distress. Clean sediment basins as required to prevent clogging and ponding. Floor sleeves should be examined and sealed against leakage as required. Record all deficiencies noted and program appropriate action.

All water must be drained from standpipes and cold water washdown lines before winter. If these lines are not properly drained, freezing water will crack the pipes.

9. Inspection

In addition to specific inspections required for the preceding items listed within this section, an annual examination of the parking facility is recommended.

B. STRUCTURAL MAINTENANCE

1. Concrete Floors

The largest share of structural maintenance is required by floors. Scaling, spalling, cracking, leaking, and leaching reduce the serviceability and structural integrity of floors.

The top floor and entrance/exit lanes are subjected to the most severe weather exposure conditions. These areas require more frequent treatment of a quality penetrating sealer and heavier application rates than the general parking surfaces. See Table 5. Turning areas at bay ends, gutterlines and ponded areas require special attention. Such areas should be closely monitored. If deterioration develops, apply sealer more frequently. Standing water evaporates, leaving behind large concentrations of salt. High salt concentrations combine with moisture to accelerate corrosion of embedded reinforcement. Supplemental drains should be installed if large ponding areas develop. Small ponds should be squeegeed into the nearest drain.

Chloride ion content monitoring will show the need for floor sealer application.

**TABLE 5
PENETRATING SEALER APPLICATION**

AREA	FREQUENCY
All Supported Tiers	Normally every three to five years (a)
Stairs and Elevator Lobbies (b)	Every 4-6 Years (c)
Beams, Columns, and Bumper Walls (b)	Every 4-6 Years (c)

- (a) Top floor, entry/exit areas and lower floors which are subject to more severe exposure may require retreatment every 2 to 3 years. Testing and inspection can be performed to determine degree of exposure.
- (b) Only required for those structural members and areas subject to frequent wetting.
- (c) For maximum effectiveness, the sealer should be applied with the coverage rate recommended by the sealer system manufacturer.

Examine vehicular traffic toppings for wear. Repair damaged areas to prevent leakage and contamination of the floor slab. The integrity of the topping will be jeopardized if left unrepaired. These systems are usually proprietary and should be inspected and repaired by the system manufacturer's authorized representative. To clean traffic topping, the areas should be power scrubbed with a non-sudsing detergent and thoroughly rinsed semiannually. This is in addition to regular sweeping and cleaning procedures.

Cracks and leaks require immediate corrective routing and sealant to avoid support member deterioration.

2. Beams, Columns, and Concrete Walls

Deterioration can affect members other than floors. Beam, column, and concrete wall deterioration is typically caused by water leaking through joints from the floor above. Failed or damaged joint sealants require prompt correction to stop leakage. Distress also can be caused by restraint or excess load.

Precast bumper walls/facades, columns, and beams have embedded lifting loops in their top surfaces or faces. After erection, these connection points are filled with grout. Sometimes, corrosion-induced spalling can occur. Grout patches should be removed if they delaminate, and replaced with an elastic sealant, color keyed to the concrete surface.

The combined actions of installing new expansion or joint sealant systems, reapplication of penetrating sealers and/or repair of traffic topping, not only help to arrest deterioration of floor slabs, but also reduce deterioration of beams, columns, and walls. Perform concrete repairs before installing sealants and applying sealers or traffic toppings.

3. Stair and Elevator Towers

Leakage between the parking facility surface and the stair and elevator towers is a common problem. Frequent inspection and repair of damaged joint sealant and flashing between stair towers and the parking facility will reduce the deterioration caused by leaks.

Repair or replace stair tower window glazing as needed.

4. Joint Sealant Systems

To accommodate movement and shrinkage strains within a parking facility, flexible joint sealant systems are used.

- a. **Expansion Joints** accommodate thermal movement of the entire structure. The parking garage is subject to potential wide swings in the average daily temperature, ranging from -10° F. on a cold winter night to 95° F. during a warm summer day.

Expansion joints consist of a Jeene system. This is a rubber gland-type seal held in place with epoxy bonded to the adjacent slab surfaces. The folds in these joints have to be periodically cleaned of debris to help ensure proper movement of the joint.

When wide seal expansion joints show signs of leaking, they must be replaced.

Repairs for these joint sealants must be done by an authorized manufacturer's representative or licensed system contractor. This requirement is due to the specialized nature of the joint materials and the need for unique repair equipment necessary to ensure a watertight splice. Most joint manufacturers will void their warranty if repairs are tried by unauthorized parties.

- b. **Construction Joints** are located at predetermined points where concrete floor or wall sections end. These joints are tooled and filled with a flexible sealant and also may have cast-in-place waterstops to prevent leakage.
- c. **Control Joints** accommodate cracking by creating a series of weakened planes at predetermined points in the floors and walls. Control joints for supported slabs are tooled in the plastic concrete and then filled with a flexible sealant to prevent leaking.
- d. **Tee-to-tee joints** are located where precast tees meet. Flexible sealant in these joints prevents leaking that can corrode structural connections.

Joint sealants using flexible elastomeric materials have a limited life expectancy. When existing joint sealants begin to leak, take corrective action. Spot remove and replace damaged or deteriorated sealants.

Depending upon structural configuration, wear, and conditions of exposure, a joint sealant can be expected to provide seven to ten years of maintenance-free service. This projected life expectancy is only an average. Under some conditions of exposure, sealants may provide different service life.

Total replacement of the joint sealants may be needed to reduce joint leakage and damage to structural members. Replacement of all joint sealants at eight to twelve year intervals is a realistic and prudent part of structural maintenance. Program sealant replacement costs into the maintenance budget.

Treat concrete floor surfaces, beams, and columns next to leaking joints with a penetrating sealer or traffic topping. This treatment can reduce premature deterioration caused by exposure to salt-laden water.

5. Architectural Sealants

Periodically inspect the condition of architectural sealants and repair as necessary. Areas include sealants at window and door framing, in block masonry, exterior sealants in or adjacent to concrete walks, drives, curbs, and landings, at structural precast to adjacent surfaces or dissimilar structure, all control joints, and at exterior perimeters of curbs. Replace all damaged sealants.

6. Exposed Steel

Exposed steel is used in the structural connections and guardrails. Premature deterioration of metal parts is caused by neglect, which leads to chemical reaction between metal and the corrosive environment.

Check for potentially unsafe conditions due to corrosion. Look for rusting of steel sections, angles, and bolts that connect precast walls and cast-in-place floors. These connections on the top level are directly exposed to weather conditions and are vulnerable to surface rusting. Touch up with a cold galvanizing compound as required.

Periodically clean exposed steel and repaint to prevent rusting. Galvanized pieces should be cleaned and touched up with a cold galvanizing compound. Special attention to connections or exposed structural fasteners is essential.

7. Masonry

Most concrete masonry walls contain non-prestressed reinforcement. Recommendations for the inspection, cleaning, tuckpointing, and sealing of these walls are similar to those for concrete walls.

8. Bearing Pads

Beams, columns, spandrels and floor members are set on bearing pads. Bearing pads may be made from steel, hardened plastics, TFE assemblies, neoprene or fiber reinforced neoprene singly or in combination. They help ensure the correct placement of loads and provide partially restrained lateral movement between structural members.

Weathering, misplaced or omitted pads and excessive movement can result in the movement of pads from their original positions. As pads move or fail, the resulting deterioration, cracking, spalling and excessive deflections can affect the structure. Deterioration should be evaluated by an engineer and repaired.

Bearing pads that are missing must be replaced.

9. Inspection

A general inspection of all structural parts is required to help ensure structural integrity. The inspection involves a walk-through survey to note deterioration. The walk-through should be performed annually for new structures in good condition. Areas of deterioration should be noted on a plan sheet for later examination by a qualified engineer. Other less serious conditions such as leaking or staining also should be noted, as they are indicators of future problems.

Set up an annual program to measure and check the chloride ion content of the concrete floors.

The results from each inspection should be evaluated by a qualified engineer to determine appropriate maintenance and/or repair. Maintenance may be performed by in-house forces or contracted out. Repair requires specialized contractors.

CHECKLISTS

Use the following daily, weekly, monthly, semi-annual, and annual operational checklists to record maintenance. The annual structural checklist will help to determine if any structural maintenance/repairs are required. In general, signs of water leaking and rust staining must always be noted. Mechanical and electrical deficiencies should be repaired per manufacturers' and suppliers' recommendations and service contracts.

CHECKLISTS

STATE OFFICE BUILDING PARKING GARAGE
MAINTENANCE MANUAL AND PROGRAM
DAILY OPERATIONAL CHECKLIST

City of Wichita
Wichita, Kansas

Inspector _____
Date _____

ELECTRICAL SYSTEM

- Lights in elevator stair tower and indicator lights at each level for elevator operation
- Lights in both stairs operating - All Levels
- Ceiling and indicator lights in elevator cab operating
- Emergency lights illuminated, both stairs - All Levels
- Lights in restrooms operating

SECURITY EQUIPMENT

- Telephones operating
 - Elevator Cabs
 - Cashier Booths
 - Emergency
- Panic hardware near elevators

CLEANING

- Pick up trash
- Sweep elevator tower
- Sweep stair and stair/elevator towers
- Sweep collection booth
- Wash any parking areas required to remove odors
- Remove graffiti

NOTES AND CORRECTIVE ACTION NEEDED: _____

STATE OFFICE BUILDING PARKING GARAGE
MAINTENANCE MANUAL AND PROGRAM
DAILY OPERATIONAL CHECKLIST
City of Wichita
Wichita, Kansas

Inspector _____
Date _____

SNOW REMOVAL AND ICE CONTROL

- Remove snow
- Apply sand or deicer

DRAINAGE

- Clean off floor drain grates - All Levels
- Squeegee ponded water to nearest drain - All Levels

INSPECTION

- Check for trip hazards and other safety concerns

NOTES AND CORRECTIVE ACTION NEEDED: _____

STATE OFFICE BUILDING PARKING GARAGE
MAINTENANCE MANUAL AND PROGRAM
WEEKLY OPERATIONAL CHECKLIST

City of Wichita
Wichita, Kansas

Inspector _____

Date _____

ELECTRICAL SYSTEM

- Exposed conduit in good condition
 - No signs of rust
 - Not loose from mounting

CLEANING

- Sweep parking area floor
- Wash elevator floor
- Wash floor and windows
 - Collection booth

NOTES AND CORRECTIVE ACTION NEEDED: _____

STATE OFFICE BUILDING PARKING GARAGE
MAINTENANCE MANUAL AND PROGRAM
MONTHLY OPERATIONAL CHECKLIST

City of Wichita
Wichita, Kansas

Inspector _____
Date _____

MECHANICAL EQUIPMENT

ELEVATORS

- Normal operation of elevators
- Clean door tracks at each level and in cab
- Maintenance performed per service contract

HVAC SYSTEM

- Normal operation of entire system
- Change air filters
- Normal operation of fans
- Check for broken or worn pulleys and belts
- Maintenance performed per service contract

FIRE PROTECTION EQUIPMENT

- Check standpipes for operation
- Check charge on portable fire extinguishers

NOTES AND CORRECTIVE ACTION NEEDED: _____

STATE OFFICE BUILDING PARKING GARAGE
MAINTENANCE MANUAL AND PROGRAM
MONTHLY OPERATIONAL CHECKLIST
City of Wichita
Wichita, Kansas

Inspector _____
Date _____

PARKING CONTROL EQUIPMENT

- Check S.E. entrance for proper operation
 - Ticket dispenser
 - Gate
 - Fee computer
 - Card access reader
 - Detectors and loops

CLEANING

- Remove grease buildup and oil spots
 - Entrances/exits
 - All parking areas
- Clean expansion joint glands
- Trim shrubs

NOTES AND CORRECTIVE ACTION NEEDED: _____

**STATE OFFICE BUILDING PARKING GARAGE
MAINTENANCE MANUAL AND PROGRAM
SEMI-ANNUAL OPERATIONAL CHECKLIST**

City of Wichita
Wichita, Kansas

Inspector _____
Date _____

ELECTRICAL SYSTEM

- Control and power panels for proper operation
- Timers and photocells for proper operation
- Ground fault circuit interruptors for operation

GRAPHICS, SIGNAGE, AND FLOOR STRIPING

- Clean signs
 - Directional signs
 - Entrance/exit signs
 - Floor/level designations
- Examine paint or facing material for deterioration
- Floor striping and graphics

NOTES AND CORRECTIVE ACTION NEEDED: _____

STATE OFFICE BUILDING PARKING GARAGE
MAINTENANCE MANUAL AND PROGRAM
SEMI-ANNUAL OPERATIONAL CHECKLIST

City of Wichita
Wichita, Kansas

Inspector _____
Date _____

CLEANING

- Degrease where required
- Washdown of entire facility including security station and lobby
- Wash elevator and stair tower glass
- Check painted/stained surfaces for touchups

DRAINAGE

- Clean out drains
- Check for leaks
 - Drain basins
 - Inlet grates
 - Leaders
 - Downspouts and support brackets
 - Floor sleeves

NOTES AND CORRECTIVE ACTION NEEDED: _____

**TATE OFFICE BUILDING PARKING GARAGE
MAINTENANCE MANUAL AND PROGRAM
ANNUAL OPERATIONAL CHECKLIST**

City of Wichita
Wichita, Kansas

Inspector _____
Date _____

ELECTRICAL SYSTEM

- Distribution panels
- Electrical conduit

CLEANING

- Prune trees

WINTERIZATION

- Washdown
- Flush
 - Standpipes
 - Sprinklers
 - Hosebibs
 - Drains
 - Piping
- Check for blockages

OVERALL

- General review of all operational components

NOTES AND CORRECTIVE ACTION NEEDED: _____

ATE OFFICE BUILDING PARKING GARAGE
ENANCE MANUAL AND PROGRAM
NIAL STRUCTURAL CHECKLIST

of Wichita
hita, Kansas

Inspector _____
Date _____

FLOORS

- _____ When was the last floor sealer application? (Typically applied every 3-5 years)
- _____ Are there rips, tears, debonded areas or signs of embrittlement in the traffic topping?
- _____ Are there cracks in the floor slab? If yes, where are they located and how wide are they?
- _____ Are there signs of leaking?
- _____ Any spalls or delaminations? If yes, how big and where are they located?
- _____ Has chloride ion content testing been performed this year?

BEAMS AND COLUMNS

- _____ Are there cracks? If yes, are they vertical or horizontal and how wide?
- _____ Are there any signs of leaking?

STAIR/ELEVATOR TOWERS

- _____ Are there any signs of a leaking roof?
- _____ Are there any cracks in the exterior brick?
- _____ Are there any cracks in the mortar joints?

NOTES AND CORRECTIVE ACTION NEEDED: _____

STATE OFFICE BUILDING PARKING GARAGE
MAINTENANCE MANUAL AND PROGRAM
ANNUAL STRUCTURAL CHECKLIST
City of Wichita
Wichita, Kansas

Inspector _____
Date _____

JOINTS

_____ Are there any signs of leaking, loss of elasticity or separation from adjacent surfaces?
Expansion joints
Control joints
Construction joints
Tee-to-tee joints

ARCHITECTURAL SEALANTS

_____ Are there any signs of leaking, loss of elasticity or separation from adjacent surfaces?
Between windows and doors
In block masonry
Exterior sealants
Concrete walks, drives and curb landings

EXPOSED STEEL

_____ Is there any exposed steel? If yes, where is it located and is it rusted?

MASONRY

_____ Are there any cracks in the brick?

_____ Are there any cracks in the mortar?

_____ Are there any brick spalls? If yes, where are they located and how big?

NOTES AND CORRECTIVE ACTION NEEDED: _____

STATE OFFICE BUILDING PARKING GARAGE
MAINTENANCE MANUAL AND PROGRAM
ANNUAL STRUCTURAL CHECKLIST

City of Wichita
Wichita, Kansas

Inspector _____
Date _____

BEARING PADS

_____ Are bearing pads squished, bulging or out of place? If yes, where?

AFTER ANSWERING THE ABOVE QUESTIONS, PLEASE CONSULT A QUALIFIED ENGINEER TO DISCUSS YOUR ANSWERS.

NOTES AND CORRECTIVE ACTION NEEDED: _____

EXHIBIT C
TO
PARKING GARAGE OPERATING AGREEMENT

[City Representatives to attach Map of Parking Garage showing where Hotel Parking Spaces and Open Parking Spaces will be located as designated in Sections 3.5 and 3.6.]