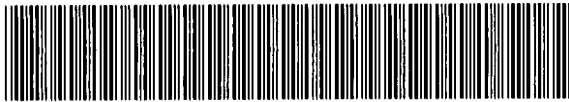
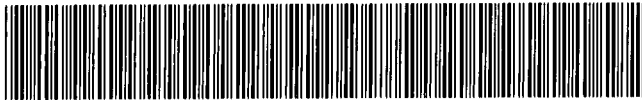


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RETURN TO:

Synergy Corporate Services
921 S Orchard St Ste 201G
Boise ID 83705

CHECK NUMBER

017396

Document Prepared by:

Awilda Aponte
Access Point Financial, Inc.
One Ravinia Drive, 9th Floor
Atlanta, GA 30346

And After Recording, Return to:

Schenell Martin
Trimont Real Estate Advisors
3500 Lenox Road, Suite G1
Atlanta, GA 30326

INTERCREDITOR AGREEMENT

THIS INTERCREDITOR AGREEMENT (as may be amended, restated, supplemented, or otherwise modified from time to time pursuant to the terms hereof, this "Agreement") is dated as of November 14, 2016, by and between **ACCESS POINT FINANCIAL, INC., a Delaware corporation ("Access Point")**, as the "Lender" under the Senior Loan Documents (in such capacity, together with its successors and permitted assigns, the "Senior Lender"), and **ACCESS POINT FINANCIAL, INC., a Delaware corporation**, as the "Lender" under the Equipment Loan Agreement (in such capacity, together with its successors and permitted assigns, the "Equipment Lender").

RECITALS

WHEREAS, **Senior Lender** made a loan to **LUCKY OMAHA HOSPITALITY LLC**, a Nebraska limited liability company (the "Borrower") in the original principal amount of \$3,720,000.00 (the "Senior Loan") pursuant to the terms, provisions and conditions set forth in (i) that certain Promissory Note, dated as of November 8, 2016, made by Borrower in favor of Senior Lender (as may be amended, restated, supplemented, or otherwise modified from time to time, subject to the limitations and agreements contained in this Agreement, the "Senior Note") and (ii) that certain Nebraska Deed of Trust and Security Agreement (as may be amended, restated, supplemented, or otherwise modified from time to time, subject to the limitations and agreements contained in this Agreement, the "Senior Mortgage"), dated as of November 8, 2016, and recorded in the Douglas County, State of Nebraska Register of Deeds Office on November 16, 2016, as Instrument No. 2016095911, by Borrower for the benefit of Senior Lender, which Senior Mortgage encumbers the Borrower's fee interest on the real property described on Exhibit "A" attached hereto and made a part hereof, and all improvements thereon and appurtenances thereto from time to time and certain other assets (including the Equipment Collateral (as defined herein)) (collectively, the "Premises");

WHEREAS, **Equipment Lender** made a loan to the Borrower in the original principal amount of \$3,200,000.00 (the "Equipment Loan"), pursuant to the terms, provisions and conditions set forth in (i) that certain Promissory Note, dated as of November 8, 2016, made by Borrower in favor of Equipment Lender (as may be amended, restated, supplemented, or otherwise modified from time to time, subject to the limitations and agreements contained in this Agreement, the "Equipment Note"), and (ii) that certain **Equipment Loan and Security Agreement**, dated as of November 8, 2016, by and between Equipment Lender and Borrower (as may be amended, restated, supplemented, or otherwise modified from time to time, subject

to the limitations and agreements contained in this Agreement, the "Equipment Loan Agreement"), secured by a security interest in favor of Equipment Lender in all Borrower's furnishings, fixtures, equipment and other items set forth on Exhibit B attached hereto, together with all attachments, accessories, accessions, parts, replacements, substitutions, additions and improvements thereto (collectively, the "Equipment Collateral"); and

WHEREAS, Senior Lender and Equipment Lender desire to enter into this Agreement to provide for the relative priority of the Senior Loan Documents (as such term is hereinafter defined) and the Equipment Loan Documents (as such term is hereinafter defined) with respect to the Equipment Collateral and the proceeds thereof on the terms and conditions hereinbelow set forth, and to evidence certain agreements with respect to the relationship between the Senior Loan and the Senior Loan Documents, on the one hand, and, the Equipment Loan and the Equipment Loan Documents on the other hand.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Senior Lender and Equipment Lender hereby agree as follows:

Section 1. Certain Definitions; Rules of Construction.

(a) As used in this Agreement, the following capitalized terms shall have the following meanings:

"Access Point" has the meaning provided in the first paragraph of this Agreement.

"Affiliate" means, as to any particular Person, any Person directly or indirectly, through one or more intermediaries, controlling, Controlled by or under common Control with the Person or Persons in question.

"Agreement" has the meaning provided in the first paragraph of this Agreement.

"Award" has the meaning provided in Section 7(c) hereof.

"Borrower" has the meaning provided in the Recitals hereto.

"Business Day" means any day other than a Saturday, Sunday or any other day on which national banks in New York, New York are not open for business.

"Certificates" means any securities (including all classes thereof) representing beneficial ownership interests in, or secured by, the Senior Loan, the Equipment Loan, or in a pool of mortgage loans including the Senior Loan or the Equipment Loan, issued in connection with a Securitization of the Senior Loan or the Equipment Loan, as applicable.

"Contingent Obligations" means any contingent indemnification or similar obligations that, pursuant to the terms of the applicable Senior Loan Document giving rise thereto, survive the repayment in full of all other Senior Loan Liabilities.

"Control" means the ownership, directly or indirectly, in the aggregate of more than fifty percent (50%) of the beneficial ownership interests of an entity or the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ability to exercise voting power, by contract or otherwise. "Controlled by,"

"Controlling" and "under common Control with" shall have the respective correlative meaning thereto.

"DBRS" means DBRS, Inc., and its successors and assigns.

"Directing Equipment Lender" has the meaning provided in Section 4(c) hereof.

"Disposition" means any transfer, sale or other disposition of all or any portion of the Equipment Collateral or the Premises.

"Eligibility Requirements" means, with respect to any Person, that such Person (i) has total assets (in name or under management or advisement) in excess of \$300,000,000 and (except with respect to a pension advisory firm, asset manager, registered investment advisor or similar fiduciary) capital/statutory surplus or shareholder's equity of at least \$150,000,000 and (ii) is regularly engaged in the business of making or owning (or, in the case of a pension advisory firm, asset manager, registered investment advisor or similar fiduciary, in advising or managing with respect to a fund that is regularly engaged in the business of making or owning) commercial real estate loans, participations or notes (including, without limitation, mezzanine loans, participations or notes with respect to commercial real estate), originating preferred equity investments, or owning or operating commercial mortgage properties.

"Enforcement Action" means any judicial or non-judicial foreclosure proceeding, the exercise of any power of sale, the taking of a deed or assignment in lieu of foreclosure, the obtaining of a receiver or the taking of any other enforcement action against the Premises or any portion thereof or Borrower, including, without limitation, the taking of possession or control of the Premises or any portion thereof.

"Equipment Collateral" has the meaning provided in the Recitals hereto.

"Equipment Lender" has the meaning provided in the first paragraph of this Agreement.

"Equipment Loan" has the meaning provided in the Recitals hereto.

"Equipment Loan Agreement" has the meaning provided in the Recitals hereto.

"Equipment Loan Documents" means the Equipment Note and the Equipment Loan Agreement, together with all documents and instruments set forth on Exhibit "D" hereto, as any of the foregoing may be modified, amended, extended, supplemented, restated or replaced from time to time, subject to the limitations and agreements contained in this Agreement.

"Equipment Loan Liabilities" shall mean, collectively, all of the indebtedness, liabilities and obligations of Borrower evidenced by the Equipment Loan Documents and all amounts due or to become due pursuant to the Equipment Loan Documents, including interest thereon and any other amounts payable in respect thereof or in connection therewith, including, without limitation, any late charges, default interest, prepayment fees or premiums, up-front fees, exit fees, advances and post-petition interest and fees.

"Equipment Loan Modification" has the meaning provided in Section 6(b) hereof.

"Equipment Note" has the meaning provided in the Recitals hereto.

"Event of Default" as used herein means (i) with respect to the Senior Loan and the Senior Loan Documents, any Event of Default (as defined therein) thereunder which has occurred and is continuing (i.e., has not been cured by Borrower or by Equipment Lender in accordance with the terms of this Agreement), and (ii) with respect to the Equipment Loan and the Equipment Loan Documents, any Event of Default (as defined therein) thereunder which has occurred and is continuing (i.e., has not been cured by Borrower).

"Fitch" means Fitch, Inc., and its successors and assigns.

"KBRA" means Kroll Bond Rating Agency, Inc., and its successors and assigns.

"Loan Pledgee" has the meaning provided in Section 11 hereof.

"Monetary Cure Period" has the meaning provided in Section 9 hereof.

"Moody's" means Moody's Investors Service, Inc., and its successors and assigns.

"Non-Monetary Cure Period" means the cure period provided for in Section 9(c) for a non-monetary default identified in a Senior Loan Default Notice as such period may be extended for cure by Equipment Lender in accordance with Section 9(c).

"Person" means any individual, sole proprietorship, corporation, general partnership, limited partnership, limited liability company or partnership, joint venture, association, joint stock company, bank, trust, estate unincorporated organization, any federal, state, county or municipal government (or any agency or political subdivision thereof) endowment fund or any other form of entity.

"Pledge" has the meaning provided in Section 11 hereof.

"Premises" has the meaning provided in the Recitals hereto.

"Proceeding" has the meaning provided in Section 8(d) hereof.

"Protective Advances" means all sums advanced for the purpose of payment of real estate taxes (including special payments in lieu of real estate taxes), maintenance costs, insurance premiums or other items (including capital expenses necessary to complete any portion of the Premises) reasonably necessary to protect the Premises or any portion thereof (including, but not limited to, all reasonable attorneys' fees, costs relating to the entry upon the Premises or any portion thereof to make repairs and the payment, purchase, contest or compromise of any encumbrance, charge or lien which in the judgment of Senior Lender appear to be prior or superior to the Senior Loan Documents) from forfeiture, casualty, loss or waste, or to protect, preserve or defend the lien of the Senior Loan Documents or the Equipment Loan Documents, as applicable (including, without limitation, amounts advanced by Equipment Lender to effect a cure pursuant to Section 9 hereof).

"Qualified Transferee" means (i) Equipment Lender, (ii) any Affiliate of Access Point Financial, or (iii) one or more of the following:

(A) a real estate investment trust, bank, saving and loan association, investment bank, insurance company, trust company, commercial credit corporation, pension plan, pension fund or pension advisory firm, mutual fund, government entity or

plan; provided, that any such Person referred to in this clause (A) satisfies the Eligibility Requirements;

(B) an investment company, money management firm or “qualified institutional buyer” within the meaning of Rule 144A under the Securities Act of 1933, as amended, or an institutional “accredited investor” within the meaning of Regulation D under the Securities Act of 1933, as amended; provided, that any such Person referred to in this clause (B) satisfies the Eligibility Requirements;

(C) an institution substantially similar to any of the foregoing entities described in clauses (iii)(A) or (iii)(B) that satisfies the Eligibility Requirements;

(D) any entity Controlled by, Controlling, or under common Control with any of the entities described in clause (i), clause (ii), or clauses (iii)(A), (B) or (C) above;

(E) a Qualified Trustee in connection with a Securitization of the Equipment Loan or any interest therein;

(F) any Qualified Transferee that is acting in an agency capacity for a lending syndicate, so long as more than 50% of the lenders in such lending syndicate (by committed loan amounts or by outstanding loan balance) are Qualified Transferees; or

(G) any other lender or Person (including opportunity funds) that has been approved as a Qualified Transferee by the Rating Agencies pursuant to this Agreement.

“Qualified Trustee” means (i) a corporation, national bank, national banking association or a trust company, organized and doing business under the laws of any state or the United States of America, authorized under such laws to exercise corporate trust powers and to accept the trust conferred, having a combined capital and surplus of at least \$100,000,000 and subject to supervision or examination by federal or state authority, or (ii) an institution whose long-term senior unsecured debt is rated either of the then in effect top three rating categories of each of the Rating Agencies.

“Rating Agencies” shall mean, at any time after Securitization of the Senior Loan, any of DBRS, KBRA, S&P, Moody’s, Fitch or any other nationally-recognized statistical rating agency that are then currently rating any of the Certificates issued in connection with such Securitization.

“Rating Agency Confirmation” means a written affirmation from each of the Rating Agencies that the credit rating of the outstanding Certificates relating to a Securitization of the Senior Loan assigned by such Rating Agency immediately prior to the occurrence of the event with respect to which such Rating Agency Confirmation is sought will not be qualified, downgraded or withdrawn as a result of the occurrence of such event. In the event that no Certificates relating to a Securitization of the Senior Loan are outstanding or the Senior Loan is not part of a Securitization, any action that would otherwise require a Rating Agency Confirmation shall instead require the consent of Senior Lender, which consent shall not be unreasonably withheld, conditioned or delayed. For purposes of this Agreement, if any Rating Agency shall, in writing, waive, decline or refuse to review or otherwise engage any request for Rating Agency Confirmation hereunder, such waiver, declination, or refusal shall be deemed to eliminate, for such request only, the condition that a Rating Agency Confirmation by such Rating Agency (only) be obtained for purposes of this Agreement. For purposes of clarity, any such waiver, declination

or refusal to review or otherwise engage in any request for a Rating Agency Confirmation hereunder shall not be deemed a waiver, declination or refusal to review or otherwise engage in any subsequent request for a Rating Agency Confirmation hereunder and the condition for Rating Agency Confirmation pursuant to this Agreement for any subsequent request shall apply regardless of any previous waiver, declination or refusal to review or otherwise engage in such prior request. For the purpose of this definition, any Rating Agency Confirmation, waiver, request, acknowledgement or approval that is required to be in writing may in the form of electronic mail.

"Redirection Notice" has the meaning provided in Section 11 hereof.

"S&P" means Standard & Poors Ratings Services, a division of The McGraw-Hill Companies, Inc., and its successors and assigns.

"Securitization" means the sale or securitization of the Equipment Loan (or any portion thereof) and/or the Senior Loan (or any portion thereof) in one or more transactions through the issuance of securities, which securities may be assigned ratings by the Rating Agencies.

"Senior Lender" has the meaning provided in the first paragraph of this Agreement.

"Senior Loan" has the meaning provided in the Recitals hereto.

"Senior Loan Default Notice" has the meaning provided in Section 9 hereof.

"Senior Loan Documents" means the Senior Note and the Senior Mortgage, together with the instruments and documents set forth on Exhibit "C" hereto, as any of the foregoing may be modified, amended, extended, supplemented, severed, split, consolidated, renewed, restated or replaced from time to time, subject to the limitations and agreements contained in this Agreement.

"Senior Loan Liabilities" shall mean, collectively, all of the indebtedness, liabilities and obligations of Borrower evidenced by the Senior Loan Documents and all amounts due or to become due pursuant to the Senior Loan Documents, including interest thereon and any other amounts payable in respect thereof or in connection therewith, including, without limitation, any late charges, default interest, prepayment fees or premiums, up-front fees, exit fees, advances and post-petition interest and fees.

"Senior Loan Modification" has the meaning provided in Section 6(a) hereof.

"Senior Mortgage" has the meaning provided in the Recitals hereto.

"Senior Note" has the meaning provided in the Recitals hereto.

"Transfer" means any assignment, pledge, conveyance, sale, transfer, mortgage, encumbrance, grant of a security interest, issuance of a participation interest, or other disposition, either directly or indirectly, by operation of law or otherwise.

(b) For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(i) all capitalized terms defined in the recitals to this Agreement shall have the meanings ascribed thereto whenever used in this Agreement and the terms defined in this Agreement have the meanings assigned to them in this Agreement, and the use of any gender herein shall be deemed to include the other genders;

(ii) capitalized terms used but not otherwise defined herein shall have the meaning assigned to them in the Senior Loan Documents;

(iii) all references in this Agreement to designated Sections, Subsections, Paragraphs, Articles, Exhibits, Schedules and other subdivisions or addenda without reference to a document are to the designated sections, subsections, paragraphs and articles and all other subdivisions of and exhibits, schedules and all other addenda to this Agreement, unless otherwise specified;

(iv) a reference to a subsection without further reference to a Section is a reference to such Subsection as contained in the same Section in which the reference appears, and this rule shall apply to Paragraphs and other subdivisions;

(v) the terms "includes" or "including" shall mean without limitation by reason of enumeration;

(vi) the words "herein", "hereof", "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular provision;

(vii) the words "to Equipment Lender's knowledge" or "to the knowledge of Equipment Lender" (or words of similar meaning) shall mean to the actual knowledge of officers of Equipment Lender with direct oversight responsibility for the Equipment Loan without independent investigation or inquiry and without any imputation whatsoever; and

(viii) the words "to Senior Lender's knowledge" or "to the knowledge of Senior Lender" (or words of similar meaning) shall mean to the actual knowledge of officers of Senior Lender with direct oversight responsibility for the Senior Loan without independent investigation or inquiry and without any imputation whatsoever.

Section 2. Approval of Loans and Loan Documents.

(a) Equipment Lender hereby acknowledges that (i) it has received and reviewed and, subject to the terms and conditions of this Agreement, hereby consents to and approves of the making of the Senior Loan and, subject to the terms and provisions of this Agreement, all of the terms and provisions of the Senior Loan Documents, (ii) the execution, delivery and performance of the Senior Loan Documents will not constitute a default or an event which, with the giving of notice or the lapse of time, or both, would constitute a default under the Equipment Loan Documents, (iii) Senior Lender is under no obligation or duty to, nor has Senior Lender represented that it will, see to the application of the proceeds of the Senior Loan by Borrower or any other Person to whom Senior Lender disburses such proceeds, and (iv) any application or use of the proceeds of the Senior Loan for purposes other than those provided in the Senior Loan Documents shall not affect, impair or defeat the terms and provisions of this Agreement or the Senior Loan Documents.

(b) Senior Lender hereby acknowledges that (i) it has received and reviewed, and, subject to the terms and conditions of this Agreement, hereby consents to and approves of

the making of the Equipment Loan and, subject to the terms and provisions of this Agreement, all of the terms and provisions of the Equipment Loan Documents, (ii) the execution, delivery and performance of the Equipment Loan Documents will not constitute a default or an event which, with the giving of notice or the lapse of time, or both, would constitute a default under the Senior Loan Documents, (iii) Equipment Lender is under no obligation or duty to, nor has Equipment Lender represented that it will, see to the application of the proceeds of the Equipment Loan by Borrower or any other Person to whom Equipment Lender disburses such proceeds and (iv) any application or use of the proceeds of the Equipment Loan for purposes other than those provided in the Equipment Loan Documents shall not affect, impair or defeat the terms and provisions of this Agreement or the Equipment Loan Documents.

Section 3. Representations and Warranties.

(a) Equipment Lender hereby represents and warrants as follows:

(i) Exhibit "D" attached hereto and made a part hereof is a true, correct and complete listing of all of the Equipment Loan Documents as of the date hereof. To Equipment Lender's knowledge, there currently exists no default or event which, with the giving of notice or the lapse of time, or both, would constitute a default under any of the Equipment Loan Documents.

(ii) Equipment Lender is the legal and beneficial owner of the entire Equipment Loan free and clear of any lien, security interest, option or other charge or encumbrance, other than any lien or security interest granted to any Loan Pledgee (as hereinafter defined) as contemplated by the provisions of Section 11 hereof.

(iii) There are no conditions precedent to the effectiveness of this Agreement or the enforceability of this Agreement against Equipment Lender that have not been satisfied or waived.

(iv) Equipment Lender has, independently and without reliance upon Senior Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into the Equipment Loan and this Agreement.

(v) Equipment Lender is duly organized and is validly existing under the laws of the jurisdiction under which it was organized with full power to execute, deliver, and perform this Agreement and consummate the transactions contemplated hereby.

(vi) All actions necessary to authorize the execution, delivery, and performance of this Agreement on behalf of Equipment Lender have been duly taken, and all such actions continue in full force and effect as of the date hereof.

(vii) Equipment Lender has duly executed and delivered this Agreement and this Agreement constitutes the legal, valid, and binding agreement of Equipment Lender enforceable against Equipment Lender in accordance with its terms subject to (x) applicable bankruptcy, reorganization, insolvency and moratorium laws, and (y) general principles of equity which may apply regardless of whether a proceeding is brought in law or in equity.

(viii) To Equipment Lender's knowledge, no consent of any other Person and no consent, license, approval, or authorization of, or exemption by, or registration or declaration or filing with, any governmental authority, bureau or agency is required in connection with the execution, delivery or performance by Equipment Lender of this Agreement or consummation by Equipment Lender of the transactions contemplated by this Agreement.

(ix) None of the execution, delivery and performance of this Agreement nor the consummation of the transactions contemplated by this Agreement will (v) violate or conflict with any provision of the organizational or governing documents of Equipment Lender, (w) to Equipment Lender's knowledge, violate, conflict with, or result in the breach or termination of, or otherwise give any other Person the right to terminate, or constitute (or with the giving of notice or lapse of time, or both, would constitute) a default under the terms of any contract, mortgage, lease, bond, indenture, agreement, or other instrument to which Equipment Lender is a party or to which any of its properties are subject, (x) to Equipment Lender's knowledge, result in the creation of any lien, charge, encumbrance, mortgage, lease, claim, security interest, or other right or interest upon the properties or assets of Equipment Lender pursuant to the terms of any such contract, mortgage, lease, bond, indenture, agreement, franchise, or other instrument, (y) violate any judgment, order, injunction, decree, or award of any court, arbitrator, administrative agency or governmental or regulatory body of which Equipment Lender has knowledge against, or binding upon, Equipment Lender or upon any of the securities, properties, assets, or business of Equipment Lender or (z) to Equipment Lender's knowledge, constitute a violation by Equipment Lender of any statute, law or regulation that is applicable to Equipment Lender.

(x) The Equipment Loan is not cross-defaulted with any loan other than the Senior Loan.

(b) Senior Lender hereby represents and warrants as follows:

(i) Exhibit "C" attached hereto and made a part hereof is a true, correct and complete listing of the Senior Loan Documents as of the date hereof. To Senior Lender's knowledge, there currently exists no default or event which, with the giving of notice or the lapse of time, or both, would constitute a default under any of the Senior Loan Documents.

(ii) Senior Lender is the legal and beneficial owner of the Senior Loan free and clear of any lien, security interest, option or other charge or encumbrance, other than any lien or security interest permitted pursuant to Section 4(e) hereof.

(iii) There are no conditions precedent to the effectiveness of this Agreement or the enforceability of this Agreement against Senior Lender that have not been satisfied or waived.

(iv) Senior Lender has, independently and without reliance upon Equipment Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into the Senior Loan and this Agreement.

(v) Senior Lender is duly organized and is validly existing under the laws of the jurisdiction under which it was organized with full power to execute, deliver, and perform this Agreement and consummate the transactions contemplated hereby.

(vi) All actions necessary to authorize the execution, delivery, and performance of this Agreement on behalf of Senior Lender have been duly taken, and all such actions continue in full force and effect as of the date hereof.

(vii) Senior Lender has duly executed and delivered this Agreement and this Agreement constitutes the legal, valid, and binding agreement of Senior Lender enforceable against Senior Lender in accordance with its terms subject to (x) applicable bankruptcy, reorganization, insolvency and moratorium laws and (y) general principles of equity which may apply regardless of whether a proceeding is brought in law or in equity.

(viii) To Senior Lender's knowledge, no consent of any other Person and no consent, license, approval, or authorization of, or exemption by, or registration or declaration or filing with, any governmental authority, bureau or agency is required in connection with the execution, delivery or performance by Senior Lender of this Agreement or consummation by Senior Lender of the transactions contemplated by this Agreement.

(ix) None of the execution, delivery and performance of this Agreement nor the consummation of the transactions contemplated by this Agreement will (v) violate or conflict with any provision of the organizational or governing documents of Senior Lender, (w) to Senior Lender's knowledge, violate, conflict with, or result in the breach or termination of, or otherwise give any other Person the right to terminate, or constitute (or with the giving of notice or lapse of time, or both, would constitute) a default under the terms of any contract, mortgage, lease, bond, indenture, agreement, or other instrument to which Senior Lender is a party or to which any of its properties are subject, (x) to Senior Lender's knowledge, result in the creation of any lien, charge, encumbrance, mortgage, lease, claim, security interest, or other right or interest upon the properties or assets of Senior Lender pursuant to the terms of any such contract, mortgage, lease, bond, indenture, agreement, franchise or other instrument, (y) violate any judgment, order, injunction, decree or award of any court, arbitrator, administrative agency or governmental or regulatory body of which Senior Lender has knowledge against, or binding upon, Senior Lender or upon any of the securities, properties, assets, or business of Senior Lender or (z) to Senior Lender's knowledge, constitute a violation by Senior Lender of any statute, law or regulation that is applicable to Senior Lender.

Section 4. Transfer of Equipment Loan or Senior Loan.

(a) Equipment Lender may Transfer, at any time and from time to time, up to and including 49%, in the aggregate (taking into account all such prior Transfers by Equipment Lender) of its interests in the Equipment Loan without any notice to any Person, without any Person's consent, and without a Rating Agency Confirmation. Equipment Lender shall not Transfer more than 49% of its beneficial interest in the Equipment Loan unless such proposed Transfer complies with any one or more of the following requirements: (i) prior to the Securitization of the Senior Loan, such Transfer has been approved by Senior Lender, which approval shall not be unreasonably withheld, conditioned or delayed, in which case the related transferee shall thereafter be deemed to be a "Qualified Transferee" for all purposes of this Agreement, (ii) after the Securitization of the Senior Loan, a Rating Agency Confirmation has been given with respect

to such Transfer, in which case the related transferee shall thereafter be deemed to be a "Qualified Transferee" for all purposes of this Agreement, (iii) such Transfer is to a Qualified Transferee, or (iv) such Transfer complies with Section 11 below. Any such transferee (other than a participant or Loan Pledgee (prior to its realization on the Equipment Loan), each of which shall take subject to this Agreement) must assume in writing the obligations of Equipment Lender hereunder from and after the date of such Transfer and agree to be bound by the terms and provisions hereof. Such proposed transferee (other than a participant or Loan Pledgee (prior to its realization on the Equipment Loan), both of which shall take subject to this Agreement) shall also (y) represent and warrant that it is a Qualified Transferee and (z) remake each of the representations and warranties contained herein for the benefit of the Senior Lender. Notwithstanding anything contained herein to the contrary, neither Equipment Lender nor any Loan Pledgee may Transfer all or any portion of its respective legal or beneficial interest in the Equipment Loan to any Borrower or any Affiliate of any Borrower or to any guarantor or to any Affiliate of any guarantor of the Equipment Loan, and any Transfer in violation of this sentence is and shall be void *ab initio*; provided, further, that notwithstanding the aforesaid prohibition, any Borrower or Affiliate of the Borrower may purchase any Certificates issued in connection with a Securitization of any part of the Equipment Loan and no such purchase shall cause the trustee of any Securitization of the Equipment Loan or any portion thereof (or the securitization vehicle or other Person holding the Equipment Loan or any portion thereof) to be deemed to be an Affiliate of the Borrower.

(b) At least five (5) Business Days prior to a transfer of more than 49% of its beneficial interest in the Equipment Loan, the Equipment Lender shall provide to Senior Lender and, after a Securitization of the Senior Loan, if any Certificates are outstanding, to the Rating Agencies, a certification that such transfer will be made in accordance with this Section 4, such certification to include the name and contact information of the Qualified Transferee; provided, that Equipment Lender shall not be required to provide any such certificate with respect to any pledge or collateral assignment of any interest in the Equipment Loan made in accordance with Section 11 or of Transfers made of Certificates issued pursuant to any Securitization of the Equipment Loan.

(c) If more than one Person shall hold a direct interest in the Equipment Loan, the holder(s) of more than 50% of the principal amount of the Equipment Loan shall designate by written notice to Senior Lender one of such Persons (the "Directing Equipment Lender") to act on behalf of all such Persons holding an interest in the Equipment Loan (unless the applicable participation agreement or co-lender agreement among the holders of the Equipment Loan provides a different designation mechanism, which different designation mechanism shall be specified in such notice and upon which Senior Lender shall be entitled to rely). The Directing Equipment Lender shall have the sole right to receive any notices which are required to be given or which may be given to Equipment Lender pursuant to this Agreement and to exercise the rights and power given to Equipment Lender hereunder, including any approval rights of Equipment Lender; provided, that until the Directing Equipment Lender has been so designated, the last Person known to the Senior Lender to hold more than a 50% direct interest in the Equipment Loan shall be deemed to be the Directing Equipment Lender. Once the Directing Equipment Lender has been designated hereunder, Senior Lender shall be entitled to rely on such designation until it has received written notice from the holder(s) of more than 50% of the principal amount of the Equipment Loan of the designation of a different Person to act as the Directing Equipment Lender (unless the applicable participation agreement or co-lender agreement among the holders of the Equipment Loan provides a different designation mechanism, which different designation mechanism shall be specified in such notice and upon which Senior Lender shall be entitled to rely). Notwithstanding any provision of this clause (c) to the contrary, each applicable

Equipment Loan Holder shall be subject to the rights and restrictions contained in this Agreement with respect to such Person's interest in the Equipment Loan.

(d) Equipment Lender acknowledges that (i) any Rating Agency Confirmation may be granted or denied by the Rating Agencies in their respective sole and absolute discretion (unless otherwise specified herein) and (ii) such Rating Agencies may charge customary fees in connection with any such action, which shall be paid by Equipment Lender. Senior Lender agrees to use commercially reasonable efforts to assist Equipment Lender in obtaining any such Rating Agency Confirmation; provided, that Equipment Lender shall reimburse Senior Lender for any reasonable out-of-pocket costs and expenses incurred by Senior Lender in connection therewith.

(e) Senior Lender may, from time to time, in its sole discretion, Transfer all or any part of the Senior Loan or any interest therein (including, without limitation, a pledge of the Senior Loan) without the consent of Equipment Lender; provided, that any such Transferee (other than, in connection with a Securitization; provided, that the Transfer is made subject to this Agreement, or a participant or pledgee or counterparty under a repurchase agreement prior to realization on the applicable pledge or repurchase agreement) assumes in writing the obligations of Senior Lender hereunder accruing from and after such Transfer and agrees to be bound by the terms and provisions hereof, and notwithstanding any such Transfer or subsequent Transfer, the Senior Loan and the Senior Loan Documents shall be and remain a senior obligation in the respects set forth in this Agreement to the Equipment Loan and the Equipment Loan Documents in accordance with the terms and provisions of this Agreement; provided, however, that in no event shall any such Transfer by Senior Lender be to any Borrower or any Affiliate of Borrower or to any guarantor or to any Affiliate of any guarantor of the Mortgage Loan; provided, further, that notwithstanding the aforesaid prohibition, any Borrower or Affiliate of the Borrower may purchase any Certificates issued in connection with a Securitization of any part of the Senior Loan and no such purchase shall cause the trustee of any Securitization of the Senior Loan or any portion thereof (or the securitization vehicle or other Person holding the Senior Loan or any portion thereof) to be deemed to be an Affiliate of the Borrower. Within five (5) Business Days after a Transfer of all or any part of the Senior Loan pursuant to the terms hereof, Senior Lender shall provide to Equipment Lender notice of such Transfer with the name and contact information of the transferee; provided, that (x) with respect to Transfers of the Senior Loan made to a depositor and by such depositor into a securitization trust in connection with the initial Securitization of the Senior Loan, Senior Lender shall use commercially reasonable efforts to give Equipment Lender notice thereof and (y) no notice shall be required in connection with Transfers made thereafter of Certificates issued pursuant to such Securitization. Any such transferee shall be notified by Senior Lender that the Senior Loan is subject to the terms and provisions of this Agreement.

(f) If more than one Person shall hold a direct interest in the Senior Loan, the holder(s) of more than 50% of the principal amount of the Senior Loan shall designate by written notice to Equipment Lender one of such Persons (the "Directing Senior Lender") to act on behalf of all such Persons holding an interest in the Senior Loan (unless the applicable participation agreement or co-lender agreement among the holders of the Senior Loan provides a different designation mechanism, which different designation mechanism shall be specified in such notice and upon which Equipment Lender shall be entitled to rely). The Directing Senior Lender shall have the sole right to receive any notices which are required to be given or which may be given to Senior Lender pursuant to this Agreement and to exercise the rights and power given to Senior Lender hereunder, including any approval rights of Senior Lender; provided, that until the Directing Senior Lender has been so designated, the last Person known to the Equipment Lender to hold more than a 50% direct interest in the Senior Loan shall be deemed to be the Directing Senior Lender. Once the Directing Senior Lender has been designated hereunder, Equipment

Lender shall be entitled to rely on such designation until it has received written notice from the holder(s) of more than 50% of the principal amount of the Senior Loan of the designation of a different Person to act as the Directing Senior Lender (unless the applicable participation agreement or co-lender agreement among the holders of the Senior Loan provides a different designation mechanism, which different designation mechanism shall be specified in such notice and upon which Equipment Lender shall be entitled to rely). Notwithstanding any provision of this clause (f) to the contrary, each applicable Equipment Loan Holder shall be subject to the rights and restrictions contained in this Agreement with respect to such Person's interest in the Equipment Loan.

Section 5. Notice of Rating Confirmation. Equipment Lender shall promptly notify Senior Lender of any intended action relating to the Equipment Loan which would require Rating Agency Confirmation pursuant to this Agreement and shall cooperate with Senior Lender in obtaining such confirmation. In connection with any proposed Transfer by Equipment Lender of its interests in the Equipment Loan or any other action with respect to the Equipment Collateral which, in either case, requires the approval of the Senior Lender pursuant to the terms of this Agreement, promptly after Senior Lender receives written notice from Equipment Lender of such proposed Transfer of interests in the Equipment Loan or other action, Senior Lender shall promptly notify Equipment Lender in writing if any such intended action would require Rating Agency Confirmation. Senior Lender shall promptly notify Equipment Lender of any intended action relating to the Senior Loan which would require Rating Agency Confirmation pursuant to this Agreement. Each party shall cooperate with the other in obtaining any such Rating Agency Confirmations. Equipment Lender shall pay all fees and expenses of the Rating Agencies in connection with any request for any Rating Agency Confirmation pursuant to this Agreement relating to any action taken by Equipment Lender, and Senior Lender shall pay all fees and expenses of the Rating Agencies in connection with any request for any Rating Agency Confirmation pursuant to this Agreement relating to any action taken by Senior Lender. No Rating Agency Confirmation with respect to any action or matter hereunder is required unless specifically stated to be required.

Section 6. Modifications, Amendments, Etc.

(a) Senior Lender shall have the right without the consent of Equipment Lender in each instance to enter into any amendment, deferral, extension, modification, increase, renewal, replacement, consolidation, supplement or waiver (collectively, a "Senior Loan Modification") of the Senior Loan or the Senior Loan Documents; provided, that no such Senior Loan Modification shall, without the consent of the Equipment Lender: (i) increase the interest rate or principal amount of the Senior Loan, (ii) increase in any other material respect any monetary obligations of Borrower under the Senior Loan Documents, (iii) shorten the scheduled maturity date of the Senior Loan, (iv) convert or exchange the Senior Loan into or for any other indebtedness or subordinate any of the Senior Loan to any indebtedness of Borrower, (v) amend or modify the definition of "Event of Default" under the Senior Loan Documents or add any additional Events of Default, (vi) release any lien on or security interest in any material portion of collateral or property of Borrower (except as expressly contemplated by the Senior Loan Documents) or (vii) release any guarantor under any Guaranty delivered with respect to the Senior Loan; provided, however, that in no event shall Senior Lender be obligated to obtain Equipment Lender's consent to a Senior Loan Modification in the case of a work-out or other surrender, compromise, release, renewal, or indulgence relating to the Senior Loan during the existence of a Event of Default under the Senior Loan Documents, for which (1) Senior Lender has provided notice of such Event of Default to Equipment Lender in accordance with Section 9 of this Agreement and (2) the applicable cure period provided to Equipment Lender in Section 9 of this

Agreement has expired, except that under no conditions shall the amendments set forth in clause (i) (with respect to increase of principal amount only) or clause (iv) be effectuated without the written consent of Equipment Lender. In addition and notwithstanding the foregoing provisions of this clause (a), any amounts funded by Senior Lender under the Senior Loan Documents as a result of (A) the making of any Protective Advances or other advances by the Senior Lender, or (B) interest accruals or accretions and any capitalization or compounding thereof (including default interest), shall not be deemed to contravene this clause (a).

(b) Equipment Lender shall have the right without the consent of Senior Lender in each instance to enter into any amendment, deferral, extension, modification, increase, renewal, replacement, consolidation, supplement or waiver (collectively, a "Equipment Loan Modification") of the Equipment Loan or the Equipment Loan Documents; provided, that no such Equipment Loan Modification shall, without the consent of the Senior Lender (i) increase the interest rate or principal amount of the Equipment Loan, (ii) increase in any other material respect any monetary obligations of Borrower under the Equipment Loan Documents, (iii) shorten the scheduled maturity date of the Equipment Loan, (iv) convert or exchange the Equipment Loan into or for any other indebtedness or subordinate any of the Equipment Loan to any indebtedness of Borrower, or (v) amend or modify the definition of "Event of Default" under the Equipment Loan Documents or add any additional Events of Default; provided, however, that in no event shall Equipment Lender be obligated to obtain Senior Lender's consent to an Equipment Loan Modification in the case of a work-out or other surrender, compromise, release, renewal, or indulgence relating to the Equipment Loan during the existence of an Event of Default under the Equipment Loan Documents, except that under no conditions shall the amendments set forth in clause (i) (with respect to increase of principal amount only), clause (ii) or clause (iii) be effectuated without the written consent of Senior Lender. In addition and notwithstanding the foregoing provisions of this clause (b), any amounts funded by the Equipment Lender under the Equipment Loan Documents as a result of (A) the making of any Protective Advances or other advances by the Equipment Lender, or (B) interest accruals or accretions and any capitalization or compounding thereof (including default interest) shall not be deemed to contravene this clause (b).

(c) Each of Senior Lender and Equipment Lender hereby agrees to respond promptly to any request for consent to a Senior Loan Modification or Equipment Loan Modification.

(d) Senior Lender shall deliver to Equipment Lender copies of any and all modifications, amendments, extensions, consolidations, spreaders, restatements, alterations, changes or revisions to any one or more of the Senior Loan Documents (including, without limitation, any side letters, waivers or consents entered into, executed or delivered by Senior Lender) within a reasonable time after any of such applicable instruments have been executed by Senior Lender.

(e) Equipment Lender shall deliver to Senior Lender copies of any and all modifications, amendments, extensions, consolidations, spreaders, restatements, alterations, changes or revisions to any one or more of the Equipment Loan Documents (including, without limitation, any side letters, waivers or consents entered into, executed or delivered by Equipment Lender) within a reasonable time after any of such applicable instruments have been executed by Equipment Lender.

Section 7. Subordination, Enforcement Actions and Dispositions and Insurance and Condemnation.

(a) Equipment Lender hereby subordinates and makes junior the Equipment Loan, the Equipment Loan Documents and the liens and security interests created thereby, and all rights, remedies, terms and covenants contained therein to (i) the Senior Loan, (ii) the liens and security interests created by the Senior Loan Documents and (iii) all of the terms, covenants, conditions, rights and remedies contained in the Senior Loan Documents with respect to (1) its security interest in the Equipment Collateral and (2) all amounts received in connection with any Enforcement Action or Disposition with respect to any Equipment Collateral, and no extensions, modifications, consolidations, supplements, amendments, replacements and restatements to the Senior Loan Documents or waivers of any provisions thereof shall affect the subordination thereof as set forth in this Section 7; provided, that the Equipment Loan shall not be subordinated with respect to a modification of the Senior Loan which is prohibited by the terms of this Agreement. Senior Lender agrees that, if any Equipment Loan Liabilities are outstanding, it shall hold any amounts received with respect to any Enforcement Action or Disposition of any Equipment Collateral until the earlier of (x) the liquidation of all or substantially all of the Premises (other than the Equipment Collateral) and distribution of the proceeds thereof and (y) a determination by the Senior Lender that the proceeds to be received from the liquidation of the Premises (other than the Equipment Collateral) that have not yet been liquidated as of such date are not reasonably expected to be sufficient to pay the amounts then expected to be payable pursuant to clauses (A) and (B) below (such shortfall, the "Shortfall") (the "Release Date"); provided that the Senior Lender may at any time use such amounts to pay any costs and expenses incurred in connection with any Enforcement Action or Disposition of Equipment Collateral. The Senior Lender and Equipment Lender agree that any amounts received with respect to any Enforcement Action or Disposition of any Equipment Collateral shall be distributed in the following order of priority by the Senior Lender on or after the Release Date (provided that if the distribution is a result of a determination pursuant to clause (y) above, such distribution shall be limited to the amount of the Shortfall):

- (A) *first*, to pay any costs and expenses incurred in connection with such Enforcement Action or Disposition of Equipment Collateral or the Premises;
- (B) *second*, to the payment of all Senior Loan Liabilities;
- (C) *third*, to the payment of all Equipment Loan Liabilities; and
- (D) *fourth*, to the Borrower, any amounts remaining.

(b) Equipment Lender covenants and agrees that it shall not consent to or take any other action to permit or effectuate any Disposition of any Equipment Collateral or any removal of any Equipment Collateral from the Premises or take any Enforcement Action with respect to any Equipment Collateral without the prior written approval of Senior Lender (provided that any such approval shall be at the Senior Lender's sole discretion and may be subject to any conditions required by Senior Lender) so long as any Senior Loan Liabilities (other than Contingent Obligations) are outstanding and for a period of ninety days after the payment in full of all Senior Loan Liabilities (other than Contingent Obligations). If an Event of Default has occurred and is continuing under the Senior Loan Documents, so long as any Senior Loan Liabilities (other than Contingent Obligations) are outstanding, the Equipment Lender hereby agrees to take any and all actions with respect to the Equipment Collateral (including any

foreclosure or sale thereof) directed by the Senior Lender, to the extent permitted by the Equipment Loan Documents and applicable law. Equipment Lender further consents to any and all actions taken by the Senior Lender with respect to the Equipment Collateral and agrees to not interfere with the Senior Lender's exercise of its rights and remedies at law, in equity or pursuant to the Senior Loan Documents following the occurrence and continuance of an Event of Default under the Senior Loan Documents.

(c) In the event of a casualty to the buildings or any improvements constructed on the Premises or any Equipment Collateral located on the Premises or any portion thereof or a condemnation or taking under a power of eminent domain of all or any portion of the Premises, the buildings or improvements thereon, Senior Lender shall have a first and prior interest in and to any payments, awards, proceeds, distributions, or consideration arising from any such event (the "Award"). If the amount of the Award is in excess of all amounts owed to Senior Lender under the Senior Loan Documents, however, and either the Senior Loan has been paid in full or Borrower is entitled to a remittance of same under the Senior Loan Documents other than to restore the Premises, such excess Award or portion to be so remitted to Borrower shall, to the extent permitted in the Senior Loan Documents, be paid to or at the direction of Equipment Lender, unless other Persons have claimed the right to such awards or proceeds, in which case Senior Lender shall only be required to provide notice to Equipment Lender of such excess Award and of any other claims thereto. In the event of any competing claims for any such excess Award, Senior Lender shall continue to hold such excess Award until Senior Lender receives an agreement signed by all Persons making a claim to the excess Award or a final order of a court of competent jurisdiction directing Senior Lender as to how and to which Person(s) the excess Award is to be distributed. Notwithstanding the foregoing, in the event of a casualty or condemnation, Senior Lender shall release the Award from any such event to Borrower if and to the extent required by the terms and conditions of the Senior Loan Documents in order to repair and restore the Premises in accordance with the terms and provisions of the Senior Loan Documents. Any portion of the Award made available to Borrower for repair or restoration of the Premises shall not be subject to attachment by Equipment Lender, but this sentence is not intended to otherwise affect the lien, if any, the Equipment Lender may have upon such proceeds. Senior Lender shall use reasonable efforts to promptly (i) notify Equipment Lender of any requests by Borrower for the release of any Award, and (ii) provide Equipment Lender with any documentation delivered by Borrower to Senior Lender with respect to any such request.

(d) For the avoidance of doubt, subject to the provisions in this Agreement, Equipment Lender may accept payments of any amounts due and payable from time to time which Borrower or any guarantor of the Equipment Loan is obligated to pay Equipment Lender in accordance with the terms and conditions of the Equipment Loan Documents or exercise its rights and remedies, at law, in equity or otherwise, in order to realize against any guarantor and/or indemnitor or against any collateral (other than the Premises and the Equipment Collateral) pursuant to any guaranty and/or indemnity granted to Equipment Lender as additional collateral to secure the obligations under the Equipment Loan Documents in accordance with this Agreement, and Equipment Lender shall have no obligation to pay over to Senior Lender any such amounts, and may accept and retain prepayments of its Equipment Loan, together with any prepayment fee payable pursuant to such Equipment Loan Documents.

(e) All payments or distributions upon or with respect to the Equipment Loan which are received by Equipment Lender contrary to the provisions of this Agreement shall be received and held in trust by the Equipment Lender for the benefit of Senior Lender and shall be paid over to Senior Lender in the same form as so received (with any necessary endorsement) to be applied (in the case of cash) to, or held as collateral (in the case of non-cash property or

securities) for, the payment or performance of the Senior Loan in accordance with the terms of the Senior Loan Documents and this Agreement.

Section 8. Rights of Subrogation; Bankruptcy.

(a) Marshalling of Assets and Information. Each of Equipment Lender and Senior Lender hereby waives any requirement for marshaling of assets thereby in connection with any foreclosure of any security interest or any other realization upon collateral in respect of the Senior Loan Documents or the Equipment Loan Documents, as applicable, or any exercise of any rights of set-off or otherwise. Each of Equipment Lender and Senior Lender assumes all responsibility for keeping itself informed as to the condition (financial or otherwise) of Borrower, Borrower, the condition of the Premises and all other collateral and other circumstances and, except for notices expressly required by this Agreement, neither Senior Lender nor Equipment Lender shall have any duty whatsoever to obtain, advise or deliver information or documents to the other relative to such condition, business, assets and/or operations.

(b) No Fiduciary Duties. Equipment Lender agrees that Senior Lender owes no fiduciary duty to Equipment Lender in connection with the administration of the Senior Loan and the Senior Loan Documents and Equipment Lender agrees not to assert any such claim. Senior Lender agrees that Equipment Lender owes no fiduciary duty to Senior Lender in connection with the administration of the Equipment Loan and the Equipment Loan Documents and Senior Lender agrees not to assert any such claim.

(c) Payments, Distributions and Protective Advances. No payment or distribution to Senior Lender pursuant to the provisions of this Agreement and no Protective Advance by Equipment Lender shall entitle Equipment Lender to exercise any right of subrogation in respect thereof prior to the payment in full of the Senior Loan Liabilities (other than Contingent Obligations), and Equipment Lender agrees that, except with respect to the enforcement of its remedies under the Equipment Loan Documents permitted hereunder, prior to the satisfaction of all Senior Loan Liabilities (other than Contingent Obligations) it shall not acquire, by subrogation or otherwise, any lien, estate, right or other interest in any portion of the Premises, the Equipment Collateral or any other collateral now securing the Senior Loan or the proceeds therefrom that is or may be prior to, or of equal priority to, any of the Senior Loan Documents or the liens, rights, estates and interests created thereby.

(d) Bankruptcy.

(i) Subject to Section 28 of this Agreement, the provisions of this Agreement shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action against Borrower under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of debtors (a "Proceeding"). For as long as the Senior Loan shall remain outstanding, Equipment Lender shall not, and shall not solicit any person or entity to, and shall not direct or cause Borrower or any Affiliate of Borrower to: (A) commence any Proceeding by or against Borrower; (B) institute proceedings to have Borrower adjudicated a bankrupt or insolvent; (C) consent to, or acquiesce in, the institution of bankruptcy or insolvency proceedings against Borrower; (D) file a petition or consent to the filing of a petition seeking reorganization, arrangement, adjustment, winding-up, dissolution, composition, liquidation or other relief by or on behalf of Borrower; (E) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or

any similar official for Borrower, the Premises (or any portion thereof) or any other collateral securing the Senior Loan (or any portion thereof); (F) make an assignment for the benefit of any creditor of Borrower; (G) seek to consolidate the Premises or any other assets of the Borrower with the assets of any Affiliate or other Person in any proceeding relating to bankruptcy, insolvency, reorganization or relief of debtors; or (H) take any action in furtherance of any of the foregoing.

(ii) If Equipment Lender is deemed to be a creditor of Borrower in any Proceeding (A) Equipment Lender hereby agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action in any Proceeding by or against the Borrower without the prior consent of Senior Lender; except to the extent necessary to preserve Equipment Lender's interest in the Equipment Collateral pledged to Equipment Lender pursuant to the Equipment Loan Documents (and subject to the rights of the Senior Lender hereunder), (B) Senior Lender may vote in any such Proceeding any and all claims of Equipment Lender, and Equipment Lender hereby appoints the Senior Lender as its agent, and grants the Senior Lender an irrevocable power of attorney coupled with an interest and its proxy, for the purpose of exercising any and all rights and taking any and all actions available to the Equipment Lender in connection with any case by or against the Borrower in any Proceeding including without limitation, the right to file and/or prosecute any claims, to vote to accept or reject a plan, to make any election under Section 1111(b) of the Bankruptcy Code; provided, however, that with respect to any proposed plan of reorganization in respect of which creditors are voting, Senior Lender may vote on behalf of Equipment Lender only if the proposed plan would result in Senior Lender's claims or interests being "impaired" (as such term is defined in the United States Bankruptcy Code), and (C) Equipment Lender shall not challenge the validity or amount of any claim submitted in such Proceeding by Senior Lender in good faith or any valuations of the Premises or any portion thereof or other Senior Loan collateral submitted by Senior Lender in good faith, in such Proceeding or take any other action in such Proceeding, which is adverse to Senior Lender's enforcement of its claim or receipt of adequate protection (as that term is defined in the Bankruptcy Code).

(iii) The terms and provisions of this clause (d) apply to Equipment Lender solely in its capacity as a lender under the Equipment Loan.

(e) Reinstatement. To the extent any payment under the Senior Loan Documents or Equipment Loan Documents (whether by or on behalf of Borrower, as proceeds of security or enforcement of any right of setoff or otherwise) is declared to be fraudulent or preferential, set aside or required to be paid to a trustee, receiver or other similar party under any bankruptcy, insolvency, receivership or similar law, the Senior Loan or Equipment Loan or part thereof originally intended to be satisfied shall for all purposes of this Agreement be deemed to be reinstated and outstanding as if such payment had not occurred and this Agreement shall continue to be effective or be reinstated, as the case may be.

Section 9. Rights of Cure.

(a) Prior to Senior Lender accelerating the Senior Loan or commencing any Enforcement Action under the Senior Loan Documents, Senior Lender shall provide written notice of the default which would permit the Senior Lender to accelerate the Senior Loan or commence

such Enforcement Action to Equipment Lender and any Loan Pledgee entitled to notice thereof pursuant to Section 11 of this Agreement, whether or not Senior Lender is obligated to give notice thereof to Borrower (each, a "Senior Loan Default Notice") and shall permit Equipment Lender and any such Loan Pledgee an opportunity to cure such default in accordance with the provisions of this Section 9.

(b) If the default is a monetary default (other than the Borrower's failure to repay the Senior Loan in full on the maturity date thereof), Equipment Lender and Loan Pledgee shall have until five (5) Business Days after the later of (i) the giving by Senior Lender of the Senior Loan Default Notice and (ii) the expiration of Borrower's cure period, if any, with respect to such default provided for in the Senior Loan Documents (a "Monetary Cure Period") to cure such monetary default; provided, however, that in the event it elects to cure any such monetary default, Equipment Lender shall reimburse the Senior Lender for any interest charged by Senior Lender on any required (pursuant to applicable pooling and servicing agreement in connection with a Securitization) advances for monthly payments of principal and/or interest on the Senior Loan and/or on any Protective Advances. Equipment Lender shall not be required, in order to effect a cure hereunder (other than the cure by Equipment Lender of a default in the payment of the Senior Loan in full on the maturity date thereof), to pay any interest calculated at the default rate under the Senior Loan Documents to the extent the same is in excess of the rate of interest which would have been payable by Borrower in the absence of such default (and irrespective of any cure of such default by Equipment Lender pursuant to the provisions of this Agreement), and no interest shall accrue at the default rate as against Equipment Lender for such period. Equipment Lender shall not have the right to cure as hereinabove set forth with respect to monthly scheduled debt service payments on the Senior Loan for a period of more than six (6) consecutive months.

(c) If the default is of a non-monetary nature, Equipment Lender shall have until the later of (i) ten (10) Business Days after receipt from Senior Lender of the Senior Loan Default Notice and (ii) the expiration of Borrower's cure period, if any, with respect to such default provided for in the Senior Loan Documents; provided, however, that if such non-monetary default is susceptible of cure but cannot reasonably be cured within such period and if curative action was commenced within the applicable cure period and is being continuously and diligently pursued by Equipment Lender, Equipment Lender shall be given an additional period of time as is reasonably necessary for Equipment Lender in the exercise of due diligence to cure such non-monetary default so long as (A) timely payments of Borrower's regularly scheduled monthly principal and/or interest payments under the Senior Loan and any other amounts due under the Senior Loan Documents are made, (B) such additional period of time does not exceed thirty (30) days, unless such non-monetary default is of a nature that cannot be cured within such thirty (30) days, in which case, Equipment Lender shall have such additional time as is reasonably necessary to cure such non-monetary default (but no event more than an additional sixty (60) days); provided, that Equipment Lender is continuously and diligently pursuing a cure of such non-monetary default, and (C) during such non-monetary cure period, there is no material impairment to the value, use or operation of the Premises. The non-monetary cure period and any additional cure period granted to the Equipment Lender hereunder shall automatically terminate upon the bankruptcy (or similar insolvency) of the Borrower unless the Proceeding is dismissed, in which case the right will be reinstated from and after such dismissal to the extent the other conditions of this Section 9 are satisfied.

(d) In the event Senior Lender has delivered a Senior Loan Default Notice that has not been cured by Equipment Lender pursuant to this Section 9, Senior Lender shall provide Equipment Lender with copies of any and all material notices to Borrower relating to such Event

of Default, and otherwise upon request keep Equipment Lender reasonably apprised as to the current status of any Enforcement Action.

Section 10. Additional Understandings. For as long as the Equipment Loan remains outstanding:

(a) Copies of Default Notices.

(i) Equipment Lender shall give Senior Lender written notice of any Event of Default under the Equipment Loan, acceleration of the Equipment Loan or the commencement of any Enforcement Action under the Equipment Loan Documents and, simultaneously with giving such notices to Borrower, copies of notices given to Borrower of events that with the passage of time and failure to cure, would result in the occurrence of a "Default" or "Event of Default" under the Equipment Loan Documents.

(ii) Senior Lender shall give Equipment Lender written notice of any Event of Default under the Senior Loan, acceleration of the Senior Loan or the commencement of an Enforcement Action under the Senior Loan Documents and, simultaneously with giving such notices to any Borrower, copies of notices given to Borrower of events that with the passage of time and failure to cure, would result in the occurrence of a "Default" or "Event of Default" under the Senior Loan Documents.

(b) Notices of Transfer or Consent. Senior Lender shall promptly notify Equipment Lender, and Equipment Lender shall promptly notify Senior Lender, if Borrower or any Affiliate of Borrower seeks or requests from such Person, as applicable, a release of all or any portion of any lien arising pursuant to any of the Senior Loan Documents or Equipment Loan Documents or seeks or requests such Person's consent to, or takes any action in connection with or in furtherance of, a Transfer of all or any portion of the Premises, the granting of a further mortgage, deed of trust, pledge or other encumbrance against the Premises, a Transfer of any interest in Borrower, a prepayment or refinancing of the Senior Loan or the Equipment Loan, or the purchase of all or any portion of the Senior Loan or the Equipment Loan, but such Person shall not be subject to, or be deemed to be subject to, any liability for the failure to provide any such notice.

(c) Right of Entry. Senior Lender hereby agrees that Equipment Lender is authorized at any reasonable time during normal business hours to enter the Premises for periodic inspections of the Equipment Collateral.

(d) Cooperation by Equipment Lender. At the request of Senior Lender, in connection with a Securitization of the Senior Loan, subject to the applicable terms and conditions of the Equipment Loan Documents, Equipment Lender shall use reasonable efforts to cooperate with any reasonable requests of Senior Lender or the Rating Agencies in connection with such Securitization, including, entering into (or consenting to, as applicable) any modifications to this Agreement or the Senior Loan Documents or Equipment Loan Documents, and to cooperate with Senior Lender in attempting to cause Borrower to execute such modifications to the Senior Loan Documents and Equipment Loan Documents, in any such case, as may be reasonably requested by the Rating Agencies to effect the Securitization; provided, however, that (A) Equipment Lender shall not be required to modify or amend this Agreement or any Equipment Loan Documents (or consent to such modification of the Senior Loan Documents), if such modification or amendment would (x) increase or decrease (to more than a *de minimis* extent) any non-economic obligations or increase or decrease (to more than a *de minimis* extent) any economic obligations of Borrower

under the Equipment Loan Documents, or (y) decrease (to more than a *de minimis* extent) Equipment Lender's rights, remedies or protections thereunder or under this Agreement or (z) have any adverse economic effect or otherwise have any material adverse effect on the Senior Loan or the Equipment Loan, and (B) no Senior Loan Modification requiring the consent of Equipment Lender may be entered into without the prior written consent of Equipment Lender. In connection with any Securitization, upon Senior Lender's written request, Equipment Lender agrees to provide for inclusion in any disclosure document relating to the related Securitization such non-confidential and non-proprietary information concerning Equipment Lender as Senior Lender reasonably determines to be necessary or appropriate. Senior Lender shall reimburse Equipment Lender for all reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees), incurred by Equipment Lender in considering, responding to, negotiating and implementing any cooperation, modifications or other actions requested by Senior Lender in connection with this clause (d). Notwithstanding anything to the contrary contained in this clause (d) or otherwise, Equipment Lender shall not be required to provide any information with respect to any direct or indirect investors in Equipment Lender or any Affiliates of Equipment Lender (or any direct or indirect investors in any such Affiliates), unless providing such information is required by applicable law.

(e) Cooperation by Senior Lender. At the request of Equipment Lender, in connection with a Securitization of the Equipment Loan, subject to the applicable terms and conditions of the Senior Loan Documents, Senior Lender shall use reasonable efforts to cooperate with any reasonable requests of Equipment Lender or any rating agencies rating such Securitization; provided, however, that Senior Lender shall not be required to modify or amend this Agreement or any Senior Loan Documents or consent to a modification of the Equipment Loan Documents. In connection with any Securitization, upon Equipment Lender's written request, Senior Lender agrees to provide for inclusion in any disclosure document relating to the related Securitization such non-confidential and non-proprietary information concerning Senior Lender as Equipment Lender reasonably determines to be necessary or appropriate. Equipment Lender shall reimburse Senior Lender for all reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees), incurred by Senior Lender in considering, responding to, negotiating and implementing any cooperation, modifications or other actions requested by Equipment Lender in connection with this clause (e). Notwithstanding anything to the contrary contained in this clause (e) or otherwise, Senior Lender shall not be required to provide any information with respect to any direct or indirect investors in Senior Lender or any Affiliates of Senior Lender (or any direct or indirect investors in any such Affiliates), unless providing such information is required by applicable law.

(f) Designee. In connection with a Securitization, Senior Lender and Equipment Lender may designate a servicer, asset manager and/or special servicer who may exercise any rights and fulfill any obligations of the Senior Lender or Equipment Lender, respectively, hereunder.

Section 11. Financing of Equipment Loan. Notwithstanding any other provision hereof, Senior Lender consents to Equipment Lender's pledge (a "Pledge") of the Equipment Loan and the Equipment Loan Documents to any entity which has extended a credit facility, including, without limitation, credit in the form of a repurchase agreement facility, to Equipment Lender that is a Qualified Transferee (a "Loan Pledgee"), on the terms and conditions set forth in this Section 11. It is further agreed that a financing provided by a Loan Pledgee to Equipment Lender, or to an entity which owns, directly or indirectly, substantially all of the interests in Equipment Lender, that is secured by Equipment Lender's interest in the Equipment Loan and is structured as a repurchase arrangement (including a sale by Equipment Lender of the Equipment Loan to a

Qualified Transferee and the simultaneous agreement by Equipment Lender to repurchase the Equipment Loan under an arrangement documented as a repurchase agreement) shall qualify as a Pledge; provided, that all applicable terms and conditions of this Section 11 are complied with. Upon written notice by Equipment Lender, or by any participant in the Equipment Loan, to Senior Lender that the Pledge has been effected, Senior Lender agrees to acknowledge receipt of such notice and thereafter agrees: (a) to give Loan Pledgee written notice of any default by Equipment Lender under this Agreement of which default Senior Lender has actual knowledge; (b) to allow Loan Pledgee a period of five (5) Business Days (in respect of a monetary default) and a period of ten (10) Business Days (in respect of a non-monetary default) to cure a default by Equipment Lender in respect of its obligations to Senior Lender hereunder, but Loan Pledgee shall not be obligated to cure any such default; (c) that no amendment, modification, waiver or termination of this Agreement shall be effective against Loan Pledgee without the written consent of Loan Pledgee, which consent shall not be unreasonably withheld; (d) that Senior Lender shall give to Loan Pledgee copies of any Senior Loan Default Notice simultaneously with the giving of same to the Equipment Lender and accept any cure thereof by Loan Pledgee made in accordance with the provisions of Section 9 of this Agreement as if such cure were made by the Equipment Lender; (e) that Senior Lender shall deliver to Loan Pledgee a written statement in the form of estoppel certificate contemplated by Section 14 of this Agreement; and (f) that, upon written notice (a "Redirection Notice") to Senior Lender by Loan Pledgee that Equipment Lender is in default, beyond applicable cure periods, under Equipment Lender's obligations to Loan Pledgee pursuant to the applicable credit agreement between Equipment Lender and Loan Pledgee (which notice need not be joined in or confirmed by Equipment Lender), and until such Redirection Notice is withdrawn or rescinded by Loan Pledgee, Senior Lender shall remit to Loan Pledgee and not to Equipment Lender, any payments that Senior Lender would otherwise be obligated to pay to Equipment Lender from time to time pursuant to this Agreement, any Equipment Loan Document or any other agreement between Senior Lender and Equipment Lender that relates to the Senior Loan. Equipment Lender hereby unconditionally and absolutely releases Senior Lender from any liability to Equipment Lender on account of Senior Lender's compliance with any Redirection Notice believed by Senior Lender to have been delivered by Loan Pledgee. Loan Pledgee shall be permitted to fully exercise its rights and remedies against Equipment Lender, and realize on any and all collateral granted by Equipment Lender to Loan Pledgee (and accept an assignment in lieu of foreclosure as to such collateral), in accordance with applicable law. In such event, the Senior Lender shall recognize Loan Pledgee (and any purchaser or transferee which is also a Qualified Transferee at any foreclosure or similar sale held by Loan Pledgee or any transfer in lieu of such foreclosure), and its successors and assigns, as the successor to Equipment Lender's rights, remedies and obligations under this Agreement and the Equipment Loan Documents and any such Loan Pledgee or Qualified Transferee shall assume in the writing the obligations of the Equipment Lender hereunder accruing from and after such Transfer and agrees to be bound by the terms and provisions hereof. The rights of Loan Pledgee under this Section 11 shall remain effective unless and until Loan Pledgee shall have notified the Senior Lender in writing that its interest in the Equipment Loan has terminated.

Section 12. Obligations Hereunder Not Affected. All rights, interests, agreements and obligations of Senior Lender and Equipment Lender under this Agreement shall remain in full force and effect irrespective of: (a) any lack of validity or enforceability of the Senior Loan Documents or the Equipment Loan Documents or any other agreement or instrument relating thereto; (b) any taking, exchange, release or non-perfection of any other collateral, or any taking, release or amendment or waiver of, or consent to, or departure from, any guaranty, for all or any portion of the Senior Loan or the Equipment Loan; (c) any manner of application of collateral, or proceeds thereof, to all or any portion of the Senior Loan or the Equipment Loan, or any manner of sale or other disposition of any collateral for all or any portion of the Senior Loan or the

Equipment Loan or any other assets of Borrower or any Affiliates of Borrower; (d) any change, restructuring or termination of the corporate structure or existence of Borrower or any Affiliates of Borrower; or (e) any other circumstance which might otherwise constitute a defense available to, or a discharge of, Borrower or a subordinated creditor or a senior lender subject to the terms hereof.

Section 13. Notices. All notices, demands, requests, consents, approvals or other communications required, permitted, or desired to be given hereunder shall be in writing sent by facsimile (with answer back acknowledged) or by registered or certified mail, postage prepaid, return receipt requested, or delivered by hand or reputable overnight courier addressed to the party to be so notified at its address hereinafter set forth, or to such other address as such party may hereafter specify to the other party hereto in accordance with the provisions of this Section 13. Any such notice, demand, request, consent, approval or other communication shall be deemed to have been received: (a) three (3) Business Days after the date mailed, (b) on the date of sending by facsimile if sent during business hours on a Business Day (otherwise on the next Business Day), (c) on the date of delivery by hand if delivered during business hours on a Business Day (otherwise on the next Business Day) and (d) on the next Business Day if sent by an overnight commercial courier, in each case addressed to the parties as follows:

To Equipment Lender:

Access Point Financial, Inc.
One Ravinia Drive, 9th Floor
Atlanta, GA 30346

To Senior Lender:

Access Point Financial, Inc.
One Ravinia Drive, 9th Floor
Atlanta, GA 30346

Section 14. Estoppel.

(a) Equipment Lender shall, within ten (10) Business Days following a request from Senior Lender, provide Senior Lender with a written statement setting forth the then current outstanding principal balance of the Equipment Loan, the aggregate accrued and unpaid interest under the Equipment Loan, and stating whether to Equipment Lender's knowledge any default or Event of Default exists under the Equipment Loan or this Agreement.

(b) Senior Lender shall, within ten (10) Business Days following a request from Equipment Lender, provide Equipment Lender with a written statement setting forth the then current outstanding principal balance of the Senior Loan, the aggregate accrued and unpaid interest under the Senior Loan, and stating whether to Senior Lender's knowledge any default or Event of Default exists under the Senior Loan or this Agreement.

Section 15. Further Assurances. So long as all or any portion of the Senior Loan and the Equipment Loan remains unpaid, Equipment Lender and Senior Lender will each execute, acknowledge and deliver in recordable form and upon demand of the other, any other instruments or agreements reasonably required in order to carry out the provisions of this Agreement or to effectuate the intent and purposes hereof.

Section 16. No Third Party Beneficiaries; No Modification. The parties hereto do not intend the benefits of this Agreement to inure to Borrower or any other Person (other than the successors and permitted assigns of the parties hereto and any Loan Pledges pursuant to Section 11). This Agreement may not be changed or terminated orally, but only by an agreement in writing signed by the party against whom enforcement of any change is sought. If any Certificates are outstanding relating to a Securitization of the Senior Loan, this Agreement shall not be amended unless a Rating Agency Confirmation has been obtained with respect to such amendment.

Section 17. Successors and Assigns. This Agreement shall bind all successors and permitted assigns of Equipment Lender and Senior Lender and shall inure to the benefit of all successors and permitted assigns of Senior Lender and Equipment Lender.

Section 18. Counterpart Originals. This Agreement may be executed in counterpart originals, each of which shall constitute an original, and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or electronic image scan transmission (such as a ".pdf" file) will be effective as delivery of an original manually-executed counterpart of this Agreement.

Section 19. Legal Construction. **IN ALL RESPECTS, INCLUDING, WITHOUT LIMITATION, MATTERS OF CONSTRUCTION AND PERFORMANCE OF THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER, THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF GEORGIA APPLICABLE TO AGREEMENTS INTENDED TO BE WHOLLY PERFORMED WITHIN THE STATE OF GEORGIA.**

Section 20. Venue. **ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST SENIOR LENDER OR EQUIPMENT LENDER ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN THE STATE OF GEORGIA, AND EACH OF SENIOR LENDER AND EQUIPMENT LENDER WAIVE ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND EACH OF SENIOR LENDER AND EQUIPMENT LENDER HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING.**

Section 21. NO TRIAL BY JURY. **EACH PARTY HERETO AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND EACH WAIVES ANY RESPECTIVE RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION HEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH PARTY HERETO, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH PARTY HERETO IS HEREBY RESPECTIVELY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY EACH PARTY HERETO.**

Section 22. No Waiver; Remedies. No failure on the part of the Senior Lender or Equipment Lender to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other

or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Section 23. No Joint Venture. Nothing provided herein is intended to create a joint venture, partnership, tenancy-in-common or joint tenancy relationship between or among any of the parties hereto.

Section 24. Captions. The captions in this Agreement are inserted only as a matter of convenience and for reference, and are not and shall not be deemed to be a part hereof.

Section 25. Conflicts. In the event of any conflict, ambiguity or inconsistency between the terms and conditions of this Agreement and the terms and conditions of any of the Senior Loan Documents or the Equipment Loan Documents, the terms and conditions of this Agreement shall control.

Section 26. No Release. Nothing herein contained shall operate to release Borrower from (a) its obligation to keep and perform all of the terms, conditions, obligations, covenants and agreements contained in the Senior Loan Documents or (b) any liability of Borrower under the Senior Loan Documents or to release Borrower from (x) its obligation to keep and perform all of the terms, conditions, obligations, covenants and agreements contained in the Equipment Loan Documents or (y) any liability of Borrower under the Equipment Loan Documents.

Section 27. Continuing Agreement. This Agreement is a continuing agreement and shall remain in full force and effect until the earliest of (a) payment in full of the Senior Loan, or (b) payment or satisfaction in full of the Equipment Loan; provided, however, that any rights or remedies of either party hereto arising out of any breach of any provision hereof occurring prior to such date of termination shall survive such termination.

Section 28. Severability. In the event that any provision of this Agreement or the application hereof to any party hereto shall, to any extent, be invalid or unenforceable under any applicable statute, regulation, or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform to such statute, regulation or rule of law, and the remainder of this Agreement and the application of any such invalid or unenforceable provisions to parties, jurisdictions or circumstances other than to whom or to which it is held invalid or unenforceable, shall not be affected thereby nor shall same affect the validity or enforceability of any other provision of this Agreement. Furthermore, the parties shall in good faith endeavor to replace any provision held to be invalid or unenforceable with a valid and enforceable provision that closely resembles, and that has the same economic effect as, the provision held to be invalid or unenforceable.

Section 29. Expenses. To the extent not paid by Borrower or out of or from any collateral securing the Senior Loan which is realized by Senior Lender, Equipment Lender agrees upon demand to pay to Senior Lender the amount of any and all reasonable expenses, including, without limitation, the reasonable fees and expenses of its counsel and of any experts or agents, which Senior Lender may incur in connection with the (i) exercise or enforcement of any of the rights of Senior Lender against Equipment Lender hereunder to the extent that Senior Lender is the prevailing party in any dispute with respect thereto or (ii) failure by Equipment Lender to perform or observe any of the provisions hereof.

Section 30. Injunction. Senior Lender and Equipment Lender each acknowledge (and waive any defense based on a claim) that monetary damages are not an adequate remedy to

redress a breach by the other hereunder and that a breach by either Senior Lender or Equipment Lender hereunder would cause irreparable harm to the other. Accordingly, Senior Lender and Equipment Lender agree that upon a breach of this Agreement by the other, the remedies of injunction, declaratory judgment and specific performance shall be available to such non-breaching party.

Section 31. Mutual Disclaimer.

(a) Each of Senior Lender and Equipment Lender are sophisticated lenders and/or investors in real estate and their respective decision to enter into the Senior Loan and the Equipment Loan is based upon their own independent expert evaluation of the terms, covenants, conditions and provisions of, respectively, the Senior Loan Documents and the Equipment Loan Documents and such other matters, materials and market conditions and criteria which each of Senior Lender and Equipment Lender deem relevant. Each of Senior Lender and Equipment Lender has not relied in entering into this Agreement, and respectively, the Senior Loan, the Senior Loan Documents, the Equipment Loan or the Equipment Loan Documents, upon any oral or written information, representation, warranty or covenant from the other, or any of the other's representatives, employees, Affiliates or agents other than the representations and warranties of the other contained herein. Each of Senior Lender and Equipment Lender further acknowledges that no employee, agent or representative of the other has been authorized to make, and that each of Senior Lender and Equipment Lender have not relied upon, any statements, representations, warranties or covenants other than those specifically contained in this Agreement. Without limiting the foregoing, each of Senior Lender and Equipment Lender acknowledges that the other has made no representations or warranties as to the Senior Loan or the Equipment Loan (other than those specifically contained in this Agreement) or the Premises (including, without limitation, the cash flow of the Premises, the value, marketability, condition or future performance thereof, the existence, status, adequacy or sufficiency of the leases, the tenancies or occupancies of the Premises, or the sufficiency of the cash flow of the Premises, to pay all amounts which may become due from time to time pursuant to the Senior Loan or the Equipment Loan).

(b) Each of Senior Lender and Equipment Lender acknowledges that the Senior Loan and the Equipment Loan Documents are distinct, separate transactions and loans, separate and apart from each other. Each of Senior Lender and Equipment Lender acknowledges that each other party hereto is a distinct separate lender or investor with distinct and separate loans with various rights and remedies with respect to the Premises and the Equipment Collateral which are not in all respects aligned.

Section 32. Equipment Lender Affiliated with Borrower. Notwithstanding anything in this Agreement to the contrary (including the prohibitions on Transfer set forth in Section 4(a)), in the event that at any time all or any portion of the Equipment Loan is directly or indirectly or beneficially held by a Borrower or an Affiliate of Borrower (Equipment Lender in such event, a "Borrower Affiliate Equipment Lender"), such Borrower Affiliate Equipment Lender shall have no rights under Sections 6, 7, 8(d), 9, 10, Section 10 or 11, hereof, and may not engage in a Equipment Loan Modification, collect any default interest, late payment charges or other fees and expenses in connection with the Equipment Loan, or receive (and such Borrower Affiliate Equipment Lender hereby waives any right which it would otherwise have to receive) any "asset status reports" or any correspondence or materials or notices from Senior Lender (or servicer or any other agent of Senior Lender) of, or to participate in, any discussions, meetings or conference calls regarding or relating to any workout discussions or litigation or foreclosure strategy (or potential litigation strategy) involving the Senior Loan, other than in its capacity as a Borrower to

the extent discussions and negotiations are being conducted with Borrower (as distinct from internal discussions and negotiations among the various creditors), in each case, without Senior Lender's prior written consent, which may be withheld in its sole discretion.

[Signatures on following page.]

IN WITNESS WHEREOF, Senior Lender and Equipment Lender have executed this Intercreditor Agreement as of the date and year first set forth above.

WITNESSES:

Signed, sealed and delivered in the presence of and executed by the undersigned on November 14, 2016.

Carly Smith
Witness No. 1
Print Name: Carly Smith

Christopher T. Decker
Witness No. 2
Print Name: Christopher T. Decker

"SENIOR LENDER:"

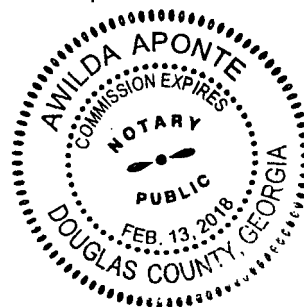
ACCESS POINT FINANCIAL, INC.,
a Delaware corporation

By: [Signature] (SEAL)
Name: Dilip R. Petigara
Title: Chief Operating Officer

STATE OF GEORGIA
COUNTY OF DEKALB

On this 14th day of November, 2016, before me, Awilda Aponte, a Notary Public in and for said state, personally appeared Dilip R. Petigara of **ACCESS POINT FINANCIAL, INC.**, a Delaware corporation, known to me to be the person who executed the within document on behalf of said company in its capacity as the Chief Operating Officer of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

Awilda Aponte
Notary Public
My Commission Expires: 2-13-2018



[AFFIX NOTARY SEAL]

[Signatures continue on following page]

WITNESS:

Signed, sealed and delivered in the presence of and executed by the undersigned on November 14, 2016.

Carly Smith
Witness No. 1
Print Name: Carly Smith

Christopher T. Decker
Witness No. 2
Print Name: Christopher T. Decker

"EQUIPMENT LENDER:"

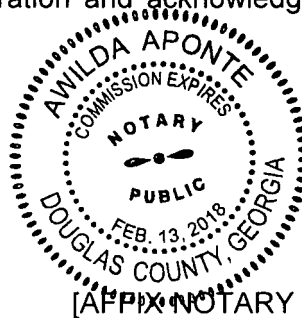
ACCESS POINT FINANCIAL, INC.,
a Delaware corporation

By: John Patton (SEAL)
Name: John Patton
Title: Chief Financial Officer

STATE OF GEORGIA
COUNTY OF DEKALB

On this 14th day of November, 2016, before me, Awilda Aponte, a Notary Public in and for said state, personally appeared John Patton of **ACCESS POINT FINANCIAL, INC.**, a Delaware corporation, known to me to be the person who executed the within document on behalf of said company in its capacity as the Chief Financial Officer of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

Awilda Aponte
Notary Public
My Commission Expires: 2-13-2018



[AFFIX NOTARY SEAL]

EXHIBIT "A"

REAL PROPERTY DESCRIPTION

Exhibit "A"

All of Lots Ten (10), Eleven (11), Twelve (12) and Thirteen (13), in Block Eight (8), in Hillside Addition No. 1, an addition to the City of Omaha, in Douglas County, Nebraska, together with part of Lots Three (3) and Four (4), and the North Half (N½) of the vacated alley adjacent thereto on the South, together with all of Lots Five (5), Six (6) and Seven (7), and the North Half (N½) of the vacated alley adjacent thereto on the South, and all of Lots Fourteen (14) and Fifteen (15), and the South Half (S½) of the vacated alley adjacent thereto on the North, in Block Seven (7), in said Hillside Addition No. 1, together with parts of Lots Eight (8), Ten (10), Eleven (11), Twelve (12) and Thirteen (13), and part of the vacated alley adjacent thereto on the North, in Block Seven (7), in said Hillside Addition No. 1, together with vacated Chicago Street, all more particularly described as follows:

Commencing at the Northwest corner of Lot Three (3), said Block Seven (7); thence Southerly, on the West line of said Lot Three (3), 40.00 feet, to the point of beginning; thence Southerly, on the West line of said Lot Three (3) and its Southerly extension, 86.00 feet, to the centerline of said vacated alley; thence Westerly, on the centerline of said vacated alley, 54.00 feet, to the Northerly extension of the West line of Lot Fifteen (15), said Block Seven (7); thence Southerly, on the West line of said Lot Fifteen (15) and its Northerly extension, 126.00 feet, to the Southwest corner of said Lot Fifteen (15); thence Easterly, on the South line of Lots Fourteen (14) and Fifteen (15), said Block Seven (7), 104.00 feet, to the Southeast corner of said Lot Fourteen (14); thence Northerly, on the East line of said Lot Fourteen (14), 16.00 feet; thence Northeasterly, 219.02 feet, more or less, to a point on the West line of Lot Nine (9), said Block Seven (7), said point being 14.73 feet South of the Northwest corner of said Lot Nine (9); thence Northerly, on the West line of said Lot Nine (9) and on its Northerly extension, 20.73 feet, more or less, to a point on the centerline of said vacated alley; thence Easterly, on the centerline of said vacated alley, 27.68 feet; thence Northwesterly, 126.18 feet, to a point on the North line of Lot Eight (8), said Block Seven (7), said point being 21.00 feet East of the Northwest corner of said Lot Eight (8); thence Northwesterly, 63.57 feet, to the Southeast corner of Lot Ten (10), said Block Eight (8); thence Northerly, on the East line of said Lot Ten (10), 120.00 feet, to the Northeast corner of said Lot Ten (10); thence Westerly, on the Northerly line of Lots Ten (10), Eleven (11), Twelve (12) and Thirteen (13), said Block Eight (8), 200.00 feet, to the Northwest corner of said Lot Thirteen (13); thence Southerly, on the West line of said Lot Thirteen (13), 120.00 feet, to the Southwest corner of said Lot Thirteen (13); thence Southeasterly, on a 50.00 foot radius curve to the right (said curve being tangent to the North line of Chicago Street), an arc distance of 157.08 feet, to a point 100.00 feet South of the North right-of-way line of Chicago Street; thence Westerly, on a line 100.00 feet South of the North line of Chicago Street, 50.00 feet, to the point of beginning.

EXCEPT

A tract of land located in Lot Eight (8) and part of vacated alley adjoining, and vacated Chicago Street, Block Seven (7), Hillside Addition No.1 to the City of Omaha, Douglas County, Nebraska, described as follows:

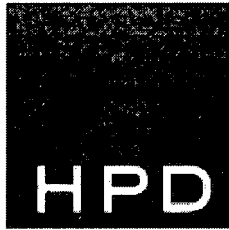
Referring to the Southeast corner of Lot Ten (10), Block Eight (8), Hillside Addition No.1 to the City of Omaha; thence Southerly a distance of 53.37 feet along the Westerly existing 30th Street right of way line to the point of beginning; thence Southerly deflecting 000 degrees 00 minutes 00 seconds a distance of 10.30 feet along the Westerly existing 30th Street right of way line; thence Southerly deflecting 016 degrees 13 minutes 30 seconds right, a distance of 126.21 feet along the Westerly existing 30th Street right of way line; thence Westerly deflecting 093 degrees 19 minutes 07 seconds right, a distance of 10.48 feet along said line; thence Northerly deflecting 089 degrees 53 minutes 04 seconds right, a distance of 135.71 feet to a point on the Westerly existing 30th Street right of way line to the point of beginning.

EXHIBIT "B"

EQUIPMENT COLLATERAL

Renovation Budget

Four Points by Sheraton		
PBF Renovation Budget		
Hard Costs:		
Artwork	\$26,427	1.1%
Carpet	\$69,091	2.9%
King Headboard	\$22,680	1.0%
Queen Headboard	\$45,364	1.9%
Nightstand	\$37,746	1.6%
LCD TV Wall Unit	\$28,830	1.2%
Desk/Console Unit	\$134,071	5.7%
Trolley Tray	\$25,873	1.1%
Entry Hub	\$8,955	0.4%
Desk Lamp	\$8,497	0.4%
Floor Lamp	\$10,996	0.5%
Wall Lamp	\$9,727	0.4%
Foyer Wall Light @ Entry Hub	\$7,997	0.3%
Vanity Sconce	\$5,376	0.2%
Full Length Mirror	\$8,830	0.4%
Vanity LED Mirror	\$33,201	1.4%
Desk Chair - Includes Vinyl Fabnc	\$37,318	1.6%
Sleeper Sofa	\$11,158	0.5%
Lounge Chair	\$37,318	1.6%
Window Treatments	\$84,159	3.6%
Lounge Chair Throw Pillow	\$5,586	0.2%
Robe Hook	\$1,999	0.1%
Robe Hook Rac	\$6,497	0.3%
Double Toilet Tissue Holder	\$4,332	0.2%
Shower Dispenser	\$10,138	0.4%
Towel Storage Unit	\$2,458	0.1%
Toilet	\$24,990	1.1%
Vanity System	\$97,811	4.2%
Shower Door	\$30,800	1.3%
Shower Pan	\$15,400	0.7%
Shower Rod & Curtain	\$2,128	0.1%
Closet Doors	\$16,660	0.7%
Interior Signage	\$35,000	1.5%
TV	\$72,625	3.1%
Telephone	\$7,000	0.3%
Mattress/Box Spring	\$66,620	2.8%
Door Lock System	\$49,980	2.1%
PTAC	\$87,465	3.7%
Room Safes	\$16,660	0.7%
Thermostat	\$33,320	1.4%
Fridge	\$16,660	0.7%
Fitness Center	\$32,978	1.4%
Lobby FF&E	\$14,000	0.6%
Front Desk	\$37,800	1.6%
Sundry Shop	\$7,000	0.3%
Library Book Shelves	\$7,000	0.3%
Library TV	\$700	0.0%
Business Center	\$3,500	0.1%
Back of House	\$21,000	0.9%
Hallway Carpet	\$170,625	7.3%
OS&E	\$129,715	5.5%
Soft Costs:		
Carpet Padding	\$14,406	0.6%
Wallcovering	\$40,889	1.7%
Hardware / Plumbing	\$49,980	2.1%
Tub Surround	\$66,640	2.8%
Flooring - Tiles	\$49,980	2.1%
Hallway Corridors	\$49,102	2.1%
Lobby Flooring/Wallpaper	\$3,700	0.2%
Library Stones	\$1,050	0.0%
Tax	\$156,625	6.7%
Freight	\$156,625	6.7%
Procurement/Project Management Fee	\$75,000	3.2%
Total Cost	\$2,346,056	
Total Hard Cost	\$1,682,061	71.7%
Total Soft Cost	\$663,995	28.3%



HERSHA PURCHASING & DESIGN

44 Hersha Drive, Harrisburg PA 17102
Phone: (717) 236-2242; Fax: (717) 236-2262

Interior Furnishing Budget

Prepared For: Carly Smity

Four Point Sheraton- Omaha, NE

Enq No: 21422

Dated: 11/02/16

Sales Manager: VINCE COPPOLA

Project Manager: MIRAG SHAH

Designer:

Project Coordinator: MIRAG SHAH

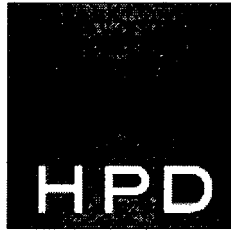
Prices are valid for 15 days only

Hersha Purchasing & Design

Signature _____

Four Point Sheraton- Omaha, NE

Signature _____



HERSHA PURCHASING & DESIGN

Billing Address:

Four Point Sheraton- Omaha, NE
330 North 30th street
Omaha, NE - 68131

Shipping Address:

Four Point Sheraton- Omaha, NE
330 North 30th street
Omaha, NE - 68131

Guest Rooms	Qty
KING	47
Q-Q	65
KING EXT SUITES	10
Total Rooms:	122

Total# Floors: 6

Hersha Purchasing & Design

Signature _____

Four Point Sheraton- Omaha, NE

Signature _____

GUEST ROOMS / Case Goods

Item	Quantity	Unit	Price	Amount
End Table	10.00	each	174.07	1,740.70
Vanity	122.00	each	473.80	57,803.60
Luggage Bench - Upholstered	122.00	each	143.17	17,466.74
Refrigerator Cabinet	122.00	each	174.07	21,236.54
Butler's Tray	122.00	each	36.05	4,398.10
Cocktail Table	10.00	each	204.97	2,049.70
Desk-Chest-Microwave-Media Panel Unit - LEFT	61.00	each	499.55	30,472.55
Desk-Chest-Microwave-Media Panel Unit - RIGHT	61.00	each	499.55	30,472.55
Full Length Mirror with Coat Hooks	122.00	each	144.20	17,592.40
3 Drawer Chest# 2	10.00	each	359.47	3,594.70
Headboard w/side panels 60"H-King	57.00	each	719.97	41,038.29
Headboard w/side panels 60"H-Queen	65.00	each	887.86	57,710.90
Valance	132.00	each	97.85	12,916.20
			Total:	\$298,492.97

GUEST ROOMS / Seating

Item	Quantity	Unit	Price	Amount
Ergonomic Chair	122.00	each	194.67	23,749.74
Lounge Chair	122.00	each	441.87	53,908.14
Throw Pillow	122.00	each	41.20	5,026.40
L Shaped Sofa Bed	10.00	each	1,153.60	11,536.00
Throw Pillow For" L" Sofa	20.00	each	41.20	824.00
			Total:	\$95,044.28

GUEST ROOMS / Artwork

Item	Quantity	Unit	Price	Amount
Vanity Mirror	122.00	each	84.46	10,304.12
Artwork At Entry	122.00	each	51.50	6,283.00
Artwork in Bathroom	122.00	each	46.35	5,654.70

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GUEST ROOMS / Artwork

Item	Quantity	Unit	Price	Amount
Artwork over Sofa - Set of 3	10.00	sets	99.91	999.10
Left @ TV Artwork	122.00	each	66.95	8,167.90
Right @ TV Artwork	122.00	each	66.95	8,167.90
Artwork @ Lounge Chair	122.00	each	56.65	6,911.30
			Total:	\$46,488.02

GUEST ROOMS / Lighting

Item	Quantity	Unit	Price	Amount
Floor Lamp	132.00	each	91.67	12,100.44
Desk Lamp	122.00	each	81.37	9,927.14
Entry Sconce	122.00	each	60.77	7,413.94
Ceiling Light At Entry	122.00	each	71.07	8,670.54
Bath Ceiling Fixture	122.00	each	71.07	8,670.54
Credenza Accent Lamp	122.00	each	81.37	9,927.14
End Table Lamp	10.00	each	78.28	782.80
Vanity Wall Sconces	244.00	each	39.14	9,550.16
Headboard - Sconces	244.00	each	32.96	8,042.24
LED Reading Lights	244.00	each	29.87	7,288.28
			Total:	\$82,373.22

GUEST ROOMS / Television Sets

Item	Quantity	Unit	Price	Amount
Television 42"	132.00	each	482.04	63,629.28
Pull out swivel mount	132.00	each	174.07	22,977.24
			Total:	\$86,606.52

GUEST ROOMS / Carpet

Item	Quantity	Unit	Price	Amount
Tile Base	3100.00	lnft	5.41	16,771.00
Tile	6100.00	sqft	3.61	22,021.00
Carpet Base	10000.00	lnft	0.84	8,400.00

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GUEST ROOMS / Carpet

Item	Quantity	Unit	Price	Amount
Carpet Pad @ Guest Rooms	5000.00	yds	1.67	8,350.00
Carpet @ Guestroom	5000.00	sqyd	10.60	53,000.00
Guest Bathroom - Porcelain Tile	4300.00	sqft	3.61	15,523.00
Guest Bathroom - Porcelain Tile Base	2900.00	lnft	5.41	15,689.00
			Total:	\$139,754.00

GUEST ROOMS / Wall Vinyl

Item	Quantity	Unit	Price	Amount
Guest Room - Accent Wall Vinyl	1900.00	lnyd	5.15	9,785.00
Guest Room - Main Wall Vinyl	5000.00	lnyd	3.86	19,300.00
Guest Bathroom - Accent Wall Vinyl	650.00	lnyd	6.18	4,017.00
Guest Bathroom - Main Wall Vinyl	1300.00	lnyd	3.86	5,018.00
			Total:	\$38,120.00

GUEST ROOMS / Bedding

Item	Quantity	Unit	Price	Amount
Bed Base-King	57.00	each	61.29	3,493.53
Bed Base - Queen	130.00	each	57.83	7,517.90
Box Spring/Mattress - King	57.00	each	472.77	26,947.89
Box-Spring/ Mattress - Queen	130.00	each	400.67	52,087.10
			Total:	\$90,046.42

GUEST ROOMS / Bed Coverings

Item	Quantity	Unit	Price	Amount
Bed Scarf King	57.00	each	46.35	2,641.95
Bed Scarf Queen	130.00	each	44.29	5,757.70
Bed Skirt - King	57.00	each	50.47	2,876.79
Bed Skirt - Queen	130.00	each	48.41	6,293.30
Duvet - King	57.00	each	143.17	8,160.69
Duvet - Queen	130.00	each	132.87	17,273.10

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GUEST ROOMS / Bed Coverings

Item	Quantity	Unit	Price	Amount
Accent Bed Pillow	187.00	each	51.50	9,630.50
			Total:	\$52,634.03

GUEST ROOMS / Window Treatments

Item	Quantity	Unit	Price	Amount
Guest Room Window Treatment	132.00	sets	427.45	56,423.40
Pre-Measure / Installation / Trip	2.00	each	7,725.00	15,450.00
			Total:	\$71,873.40

GUEST ROOMS / Accessories

Item	Quantity	Unit	Price	Amount
Rollaway Beds	5.00	each	231.75	1,158.75
Coffee Maker	122.00	each	101.97	12,440.34
Clock Radio	122.00	each	91.67	11,183.74
Hair Dryer	122.00	each	29.87	3,644.14
Iron	122.00	each	25.75	3,141.50
Ironing Board	122.00	each	19.57	2,387.54
Iron Organizer	122.00	each	9.27	1,130.94
Ice Bucket	122.00	case	6.18	753.96
Luggage Rack	122.00	each	18.54	2,261.88
Curved Shower Rod	122.00	each	21.63	2,638.86
PTAC - 9000 BTU	122.00	each	808.55	98,643.10
Shower Curtain	122.00	each	25.75	3,141.50
Make-Up Mirror	122.00	each	36.05	4,398.10
Signage Package	1.00	each	15,450.00	15,450.00
Microfridge and Microwave	10.00	each	236.90	2,369.00
Bathroom Fixtures	122.00	sets	128.75	15,707.50
Phone	244.00	each	26.78	6,534.32
Corner Guard	244.00	each	9.79	2,388.76

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GUEST ROOMS / Accessories

Item	Quantity	Unit	Price	Amount
Tub Surrond	122.00	each	350.20	42,724.40
Trash Can	244.00	each	8.24	2,010.56

Total: \$234,108.89

Total - GUEST ROOMS \$1,235,541.75

LOBBY AND REGISTRATION AREA / Case Goods

Item	Quantity	Unit	Price	Amount
Cocktail Table	2.00	each	297.67	595.34
Console Table	2.00	each	359.47	718.94
End Table	4.00	each	235.87	943.48
Coffee Station	1.00	each	824.00	824.00
Cocktail Table Beside - Fire Place	1.00	each	359.47	359.47
End Table At Fire Place	2.00	each	287.37	574.74
Console @ Entry Vestibule	1.00	each	606.67	606.67
Game Table	2.00	each	386.25	772.50
ACCENT TABLE	2.00	each	297.67	595.34
Artwork Self	3.00	each	60.77	182.31

Total: \$6,172.79

LOBBY AND REGISTRATION AREA / Seating

Item	Quantity	Unit	Price	Amount
Wing Chair	4.00	each	669.50	2,678.00
Sofa Beside - Fire Place	1.00	each	1,339.00	1,339.00
Lounge Chair At - Fire Place	2.00	each	576.80	1,153.60
Custom Lounge Chair	2.00	each	664.35	1,328.70
Armless Lounge Chair	2.00	each	544.87	1,089.74
Accent / Lounge Chair	2.00	each	695.25	1,390.50
3 Seat Modular Sofa @ Entry	1.00	each	2,163.00	2,163.00
4 Seat Modular Bench @ Entry	1.00	each	3,605.00	3,605.00

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LOBBY AND REGISTRATION AREA / Seating

Item	Quantity	Unit	Price	Amount
Custom - Two-Side Sofa	1.00	each	4,892.50	4,892.50
Custom - Sectional Sofa	1.00	each	3,605.00	3,605.00
Custom - Ottoman	2.00	each	437.75	875.50
			Total:	\$24,120.54

LOBBY AND REGISTRATION AREA / Artwork

Item	Quantity	Unit	Price	Amount
Artwork @ Front Desk # 1	1.00	each	180.25	180.25
Artwork @ Front Desk #2	1.00	each	180.25	180.25
Artwork 1	1.00	each	360.50	360.50
Artwork 2	1.00	each	360.50	360.50
Artwork 3	1.00	each	231.75	231.75
Artwork 4	1.00	each	231.75	231.75
Artwork 5	1.00	each	180.25	180.25
Artwork 6	1.00	each	180.25	180.25
Artwork 7	1.00	each	180.25	180.25
Artwork 8	1.00	each	180.25	180.25
			Total:	\$2,266.00

LOBBY AND REGISTRATION AREA / Lighting

Item	Quantity	Unit	Price	Amount
Ceiling Light - 24" Dia Lobby	6.00	each	386.25	2,317.50
Ceiling Light - 48" Dia Lobby	3.00	each	669.50	2,008.50
Side Table Lamp	3.00	each	184.37	553.11
Floor Lamp	6.00	each	277.07	1,662.42
Chandelier	1.00	each	3,605.00	3,605.00
Wall Sconce	10.00	each	153.47	1,534.70
End Table Lamp Beside - Fire Place	2.00	each	184.37	368.74
Lobby End Table Lamp	3.00	each	184.37	553.11

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LOBBY AND REGISTRATION AREA / Lighting

Item	Quantity	Unit	Price	Amount
Sconce at Fireplace	4.00	each	163.77	655.08
Track Lights	3.00	each	153.47	460.41
Custom Pendant at Front Desk	6.00	each	132.87	797.22
			Total:	\$14,515.79

LOBBY AND REGISTRATION AREA / Television Sets

Item	Quantity	Unit	Price	Amount
Bracket	2.00	each	174.07	348.14
Television - 55"	2.00	each	1,178.32	2,356.64
			Total:	\$2,704.78

LOBBY AND REGISTRATION AREA / Carpet

Item	Quantity	Unit	Price	Amount
Lobby Carpet	200.00	sqyd	37.08	7,416.00
Padding	200.00	each	4.43	886.00
Area Rug	1.00	each	1,236.00	1,236.00
Area Rug 2	1.00	each	1,236.00	1,236.00
Vestibule Walk-Off Mat	1.00	each	504.70	504.70
Accent Floor Tile	150.00	each	9.27	1,390.50
Lobby Floor Tile	500.00	sqft	6.18	3,090.00
Entry Mat	2.00	each	349.17	698.34
			Total:	\$16,457.54

LOBBY AND REGISTRATION AREA / Wall Vinyl

Item	Quantity	Unit	Price	Amount
Wall Vinyl for Lobby	300.00	lnyd	10.30	3,090.00
Wall Vinyl Front Desk	90.00	each	19.57	1,761.30
Wall Vinyl for Fireplace	60.00	lnft	10.30	618.00
Vestibule Wall Covering	30.00	each	12.36	370.80
			Total:	\$5,840.10

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LOBBY AND REGISTRATION AREA / Window Treatments

Item	Quantity	Unit	Price	Amount
Lobby Window Treatment	4.00	each	875.50	3,502.00
			Total:	\$3,502.00

LOBBY AND REGISTRATION AREA / Accessories

Item	Quantity	Unit	Price	Amount
Lobby Accessories Package	1.00	each	25,750.00	25,750.00
			Total:	\$25,750.00

Total - LOBBY AND REGISTRATION AREA \$101,329.54

CORRIDOR / Case Goods

Item	Quantity	Unit	Price	Amount
Console Table	6.00	each	478.95	2,873.70
Mirror	6.00	each	246.17	1,477.02
Bench	6.00	each	409.94	2,459.64
			Total:	\$6,810.36

CORRIDOR / Artwork

Item	Quantity	Unit	Price	Amount
CUSTOM ARTWORK # 1	6.00	each	149.35	896.10
CUSTOM ARTWORK # 2	6.00	each	149.35	896.10
CUSTOM ARTWORK # 3	6.00	each	149.35	896.10
CUSTOM ARTWORK # 4	6.00	each	149.35	896.10
CUSTOM ARTWORK # 5	6.00	each	149.35	896.10
			Total:	\$4,480.50

CORRIDOR / Lighting

Item	Quantity	Unit	Price	Amount
Console Table Lamp	6.00	each	186.43	1,118.58
Corridor Wall Sconce	80.00	each	122.57	9,805.60
Ceiling Light	80.00	each	174.07	13,925.60
Lobby Elevator Landing Pendant	6.00	each	287.37	1,724.22
			Total:	\$26,574.00

CORRIDOR / Carpet

Item	Quantity	Unit	Price	Amount
Corridor Carpet Base	3000.00	lnft	1.84	5,520.00

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CORRIDOR / Carpet

Item	Quantity	Unit	Price	Amount
Stair Carpet	500.00	sqyd	10.60	5,300.00
Stair Carpet Base	1000.00	lnft	0.84	840.00
Corridor Carpet Padding	1000.00	sqyd	4.43	4,430.00
Corridor Carpet	1000.00	sqyd	37.08	37,080.00
Stair Carpet Padding	500.00	sqyd	1.67	835.00
			Total:	\$54,005.00

CORRIDOR / Wall Vinyl

Item	Quantity	Unit	Price	Amount
Corner Guards	400.00	each	11.33	4,532.00
Wall Vinyl for Wall Opposite Elevators	180.00	lnyd	16.48	2,966.40
Main Corridors Wall Covering	1500.00	lnyd	9.27	13,905.00
Main Corridors Accent Wall Covering	500.00	lnyd	13.39	6,695.00
Pre-Function Corridor Wall Vinyl	400.00	lnyd	13.39	5,356.00
			Total:	\$33,454.40

CORRIDOR / Window Treatments

Item	Quantity	Unit	Price	Amount
Installation	1.00	each	2,266.00	2,266.00
Corridor Window Treatment	12.00	each	386.25	4,635.00
			Total:	\$6,901.00
			Total - CORRIDOR	\$132,225.26

BUSINESS AREA / GM OFFICE / Case Goods

Item	Quantity	Unit	Price	Amount
GM Office Furniture	1.00	each	20,600.00	20,600.00
			Total:	\$20,600.00

BUSINESS AREA / GM OFFICE / Seating

Item	Quantity	Unit	Price	Amount
gm / Work Room Desk Chair	10.00	each	153.47	1,534.70
Executive Task Chair	4.00	each	256.47	1,025.88
Lounge Chair at Business Center	2.00	each	489.25	978.50
			Total:	\$3,539.08

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BUSINESS AREA / GM OFFICE / Lighting

Item	Quantity	Unit	Price	Amount
Desk Lamp	10.00	each	81.37	813.70
Pendant Light @ Business Center	4.00	each	112.27	449.08
			Total:	\$1,262.78

BUSINESS AREA / GM OFFICE / Carpet

Item	Quantity	Unit	Price	Amount
Office, Workroom & Business Center Carpet	400.00	sqyd	37.08	14,832.00
Office, Workroom & Business Center Base	800.00	lnft	1.84	1,472.00
Padding	400.00	each	4.43	1,772.00
			Total:	\$18,076.00

BUSINESS AREA / GM OFFICE / Wall Vinyl

Item	Quantity	Unit	Price	Amount
Business Center - Wall Vinyl	60.00	lnyd	11.33	679.80
Offices - Wall Vinyl	320.00	lnyd	6.18	1,977.60
			Total:	\$2,657.40

BUSINESS AREA / GM OFFICE / Window Treatments

Item	Quantity	Unit	Price	Amount
Installation	1.00	each	515.00	515.00
Office Window Treatment	6.00	each	396.55	2,379.30
			Total:	\$2,894.30

BUSINESS AREA / GM OFFICE / Accessories

Item	Quantity	Unit	Price	Amount
Safe	1.00	each	618.00	618.00
Safe Deposit Boxes	1.00	each	1,854.00	1,854.00
Artwork 1	3.00	each	61.80	185.40
Artwork 2	3.00	each	61.80	185.40
Artwork 3	3.00	each	61.80	185.40
			Total:	\$3,028.20

Total - BUSINESS AREA / GM OFFICE \$52,057.76

BREAKFAST AREA / Seating

Item	Quantity	Unit	Price	Amount
Ottoman - Breakfast Area	3.00	each	231.75	695.25

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BREAKFAST AREA / Seating

Item	Quantity	Unit	Price	Amount
End Table - Breakfast	2.00	each	256.47	512.94
Lounge Chair	3.00	each	441.87	1,325.61
Community Table	1.00	each	6,180.00	6,180.00
Breakfast Chairs Option 1	40.00	each	277.07	11,082.80
Banquette	4.00	each	927.00	3,708.00
24x30 Table Top	10.00	each	174.07	1,740.70
30x30 Table Top	8.00	each	184.37	1,474.96
Bar Chair	12.00	each	321.36	3,856.32
Community Table Chair	8.00	each	303.85	2,430.80
Breakfast Area - Table Base # 1	10.00	each	87.55	875.50
Breakfast Area - Table Base # 2	8.00	each	97.85	782.80

Total: \$34,665.68

BREAKFAST AREA / Artwork

Item	Quantity	Unit	Price	Amount
Artwork # 1	1.00	each	824.00	824.00
Artwork # 2	1.00	each	824.00	824.00
Artwork # 3	1.00	each	360.50	360.50
Artwork # 4	1.00	each	360.50	360.50
Artwork # 5	1.00	each	128.75	128.75
Artwork # 6	1.00	each	128.75	128.75
Artwork # 7	1.00	each	128.75	128.75

Total: \$2,755.25

BREAKFAST AREA / Lighting

Item	Quantity	Unit	Price	Amount
Wall Sconce Breakfast Area	10.00	each	97.85	978.50
Floor Lamp	2.00	each	256.47	512.94
Ceiling Light	15.00	each	180.25	2,703.75

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BREAKFAST AREA / Lighting

Item	Quantity	Unit	Price	Amount
2 Tiered pendant	2.00	each	494.40	988.80
Pendant Light over Communal Table	1.00	each	669.50	669.50
Pendant Light above Buffet Island	8.00	each	91.67	733.36
			Total:	\$6,586.85

BREAKFAST AREA / Television Sets

Item	Quantity	Unit	Price	Amount
55" TV	2.00	each	922.88	1,845.76
WALL MOUNT	2.00	each	174.07	348.14
			Total:	\$2,193.90

BREAKFAST AREA / Carpet

Item	Quantity	Unit	Price	Amount
Tiles	600.00	sqft	5.67	3,402.00
Breakfast Area - Carpet 36 oz	250.00	sqyd	37.08	9,270.00
Breakfast Area - Carpet Padding	250.00	each	4.43	1,107.50
Breakfast Area - Carpet Cove Base	150.00	each	1.84	276.00
Tile Base	250.00	lnft	8.13	2,032.50
			Total:	\$16,088.00

BREAKFAST AREA / Wall Vinyl

Item	Quantity	Unit	Price	Amount
Breakfast Area Wall Vinyl	300.00	each	9.27	2,781.00
Bar Vinyl	90.00	each	12.36	1,112.40
Breakfast - Serving Area - Wall Vinyl	90.00	lnyd	12.36	1,112.40
			Total:	\$5,005.80

BREAKFAST AREA / Window Treatments

Item	Quantity	Unit	Price	Amount
Breakfast Area - Window Treatments	6.00	each	473.80	2,842.80
Installation	1.00	each	927.00	927.00
			Total:	\$3,769.80

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BREAKFAST AREA / Appliances

Item	Quantity	Unit	Price	Amount
Bar & Kitchen Equipments	1.00	sets	149,350.00	149,350.00
			Total:	\$149,350.00
Total - BREAKFAST AREA				\$220,415.28

MEETING ROOMS / Case Goods

Item	Quantity	Unit	Price	Amount
Meeting room Table - 18" x 72"	20.00	each	139.04	2,780.80
Meeting Room Table - -60" Dia	10.00	each	252.34	2,523.40
Speaker Podium	1.00	each	1,442.00	1,442.00
Board Room Table	1.00	each	2,369.00	2,369.00
			Total:	\$9,115.20

MEETING ROOMS / Seating

Item	Quantity	Unit	Price	Amount
Meeting Room Stack Chair	60.00	each	46.35	2,781.00
			Total:	\$2,781.00

MEETING ROOMS / Artwork

Item	Quantity	Unit	Price	Amount
Artwork Package For Meeting Rooms	1.00	each	1,030.00	1,030.00
			Total:	\$1,030.00

MEETING ROOMS / Carpet

Item	Quantity	Unit	Price	Amount
Meeting room Carpet - Base	150.00	lnft	1.84	276.00
Meeting room Padding	75.00	sqyd	4.43	332.25
Meeting Room Carpet	75.00	sqyd	37.08	2,781.00
			Total:	\$3,389.25

MEETING ROOMS / Wall Vinyl

Item	Quantity	Unit	Price	Amount
Meeting Room Wall Covering	120.00	lnyd	9.27	1,112.40
Meeting Room - Accent	30.00	lnyd	12.36	370.80
			Total:	\$1,483.20

MEETING ROOMS / Window Treatments

Item	Quantity	Unit	Price	Amount
Installation	1.00	each	824.00	824.00

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MEETING ROOMS / Window Treatments

Item	Quantity	Unit	Price	Amount
Meeting Room - Window Treatments	2.00	each	772.50	1,545.00
			Total:	\$2,369.00

MEETING ROOMS / Accessories

Item	Quantity	Unit	Price	Amount
Trash Cans	2.00	each	256.47	512.94
Mirror	1.00	each	194.67	194.67
Coat Rack	2.00	each	174.07	348.14
			Total:	\$1,055.75
			Total - MEETING ROOMS	\$21,223.40

BREAKROOM FOR EMPLOYEES / Case Goods

Item	Quantity	Unit	Price	Amount
Break Room Table	4.00	each	184.37	737.48
Housekeeping Desk	1.00	each	256.47	256.47
			Total:	\$993.95

BREAKROOM FOR EMPLOYEES / Seating

Item	Quantity	Unit	Price	Amount
Chairs - stackable	20.00	each	46.35	927.00
Housekeeping Task Chair	1.00	each	153.47	153.47
			Total:	\$1,080.47

BREAKROOM FOR EMPLOYEES / Appliances

Item	Quantity	Unit	Price	Amount
Microwave	2.00	each	194.67	389.34
Refrigerator	2.00	each	669.50	1,339.00
			Total:	\$1,728.34

BREAKROOM FOR EMPLOYEES / Accessories

Item	Quantity	Unit	Price	Amount
lockers	2.00	each	683.92	1,367.84
Artwork	2.00	each	46.35	92.70
Blackout Drapery	2.00	each	334.75	669.50
			Total:	\$2,130.04
			Total - BREAKROOM FOR EMPLOYEES	\$5,932.80

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POOL AREA / Pool Area

Item	Quantity	Unit	Price	Amount
Pool Area Furniture	1.00	each	12,875.00	12,875.00
			Total:	\$12,875.00
			Total - POOL AREA	\$12,875.00

FITNESS CENTER / Artwork

Item	Quantity	Unit	Price	Amount
Artwork - Fitness center	2.00	each	92.70	185.40
Flush Mount Framing	4.00	each	231.75	927.00
Small Leaning Floor Mirror	4.00	each	180.25	721.00
			Total:	\$1,833.40

FITNESS CENTER / Television Sets

Item	Quantity	Unit	Price	Amount
Television - 42"	2.00	each	585.04	1,170.08
Wall mounted swivel	2.00	each	81.37	162.74
			Total:	\$1,332.82

FITNESS CENTER / Carpet

Item	Quantity	Unit	Price	Amount
Modular Rubber Floring	900.00	sqft	5.67	5,103.00
			Total:	\$5,103.00

FITNESS CENTER / Wall Vinyl

Item	Quantity	Unit	Price	Amount
Fitness Center Wall Covering	240.00	each	9.27	2,224.80
			Total:	\$2,224.80

FITNESS CENTER / Window Treatments

Item	Quantity	Unit	Price	Amount
Blinds	6.00	each	195.70	1,174.20
			Total:	\$1,174.20

FITNESS CENTER / Appliances

Item	Quantity	Unit	Price	Amount
Fitness Center Equipments	1.00	sets	36,050.00	36,050.00
			Total:	\$36,050.00

FITNESS CENTER / Accessories

Item	Quantity	Unit	Price	Amount
Wall Clock	1.00	each	20.60	20.60

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FITNESS CENTER / Accessories

Item	Quantity	Unit	Price	Amount
Weighing Scale	1.00	each	184.37	184.37
Towel Station	2.00	each	978.50	1,957.00
Water Cooler	1.00	each	360.50	360.50
			Total:	\$2,522.47
			Total - FITNESS CENTER	\$50,240.69

LAUNDRY ROOMS / House Keeping

Item	Quantity	Unit	Price	Amount
Guest Laundry Room - Speed Queen - Washer - 14 lb	4.00	each	927.00	3,708.00
Guest Laundry Room - Speed Queen - Dryer - 14 lb	4.00	each	1,133.00	4,532.00
Tile Vinyl Flooring	600.00	sqft	3.61	2,166.00
Commercial Laundry Machine	1.00	each	77,250.00	77,250.00
Installation	1.00	each	8,961.00	8,961.00
			Total:	\$96,617.00
			Total - LAUNDRY ROOMS	\$96,617.00

LAUNDRY ROOM ACCESSORIES / Accessories

Item	Quantity	Unit	Price	Amount
Laundry product vending machine - 3 Selection	6.00	each	679.80	4,078.80
Trash Receptacle	6.00	each	256.47	1,538.82
Wall Vinyl	340.00	lnyd	6.18	2,101.20
			Total:	\$7,718.82
			Total - LAUNDRY ROOM ACCESSORIES	\$7,718.82

VENDING AREA / Vending area

Item	Quantity	Unit	Price	Amount
Ice Machine	6.00	each	3,708.00	22,248.00
Vending Wall Covering	200.00	lnyd	9.27	1,854.00
Porcelain Floor Tile	500.00	sqft	4.64	2,320.00
Porcelain Tile Cove Base	150.00	lnft	8.23	1,234.50
			Total:	\$27,656.50

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VENDING AREA / Accessories

Item	Quantity	Unit	Price	Amount
Vending Trash Receptacle	6.00	each	256.47	1,538.82

Total: \$1,538.82

Total - VENDING AREA \$29,195.32

PUBLIC BATHROOM / Case Goods

Item	Quantity	Unit	Price	Amount
Vanity	5.00	each	463.50	2,317.50

Total: \$2,317.50

PUBLIC BATHROOM / Artwork

Item	Quantity	Unit	Price	Amount
Vanity Mirror	5.00	each	153.47	767.35
Full Lenth Mirror	2.00	each	132.87	265.74
BOH & Pool Vanity Mirror	2.00	each	153.47	306.94

Total: \$1,340.03

PUBLIC BATHROOM / Lighting

Item	Quantity	Unit	Price	Amount
Vanity Lights	5.00	each	112.27	561.35
Entrance Light	2.00	each	122.57	245.14
BOH & Pool Restroom Vanity Light	2.00	each	112.27	224.54

Total: \$1,031.03

PUBLIC BATHROOM / Wall Vinyl

Item	Quantity	Unit	Price	Amount
Public RR - Wall Vinyl	200.00	lnyd	11.33	2,266.00

Total: \$2,266.00

PUBLIC BATHROOM / Accessories

Item	Quantity	Unit	Price	Amount
Bathroom Floor Tile	600.00	sqft	4.64	2,784.00
Bathroom Floor Tile Cove Base	200.00	lnft	8.23	1,646.00
Trash Receptacle	4.00	each	256.47	1,025.88

Total: \$5,455.88

Total - PUBLIC BATHROOM \$12,410.44

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SOFT GOODS - GUEST ROOM TOWELS / Soft Goods

Item	Quantity	Unit	Price	Amount
Guest Room Terry	122.00	each	190.55	23,247.10

Total: \$23,247.10

Total - SOFT GOODS - GUEST ROOM TOWELS \$23,247.10

SOFT GOODS - POOL TOWELS / Soft Goods

Item	Quantity	Unit	Price	Amount
Imported cotton w/stripe - 22 x 44 - 6 lbs.	60.00	doz	66.95	4,017.00

Total: \$4,017.00

Total - SOFT GOODS - POOL TOWELS \$4,017.00

SOFT GOODS - VELLUX BLANKETS / Soft Goods

Item	Quantity	Unit	Price	Amount
King Blanket	57.00	each	20.09	1,145.13

Queen Blanket	130.00	each	18.53	2,408.90
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Total: \$3,554.03

Total - SOFT GOODS - VELLUX BLANKETS \$3,554.03

SOFT GOODS - GUEST ROOM LINEN / Soft Goods

Item	Quantity	Unit	Price	Amount
Pillows - Soft	662.00	each	8.76	5,799.12

Pillows - Firm	662.00	each	10.82	7,162.84
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Total: \$12,961.96

Total - SOFT GOODS - GUEST ROOM LINEN \$12,961.96

HOUSE KEEPING EQUIPMENT - RUBBERMAID / House Keeping

Item	Quantity	Unit	Price	Amount
House Keeping Equipment	1.00	sets	36,050.00	36,050.00

Total: \$36,050.00

Total - HOUSE KEEPING EQUIPMENT - RUBBERMAID \$36,050.00

HOUSE KEEPING EQUIPMENT - VACCUM CLEANER / House Keeping

Item	Quantity	Unit	Price	Amount
Vacuum Cleaner Heavy duty	30.00	each	287.37	8,621.10

Carpet Cleaner	4.00	each	1,545.00	6,180.00
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Floor Scrubber	2.00	each	2,369.00	4,738.00
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Total: \$19,539.10

Total - HOUSE KEEPING EQUIPMENT - VACCUM CLEANER \$19,539.10

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HOUSE KEEPING EQUIPMENT - LUGGAGE CART / House Keeping

Item	Quantity	Unit	Price	Amount
Bell Men's Cart	6.00	each	463.50	2,781.00

Total: \$2,781.00

Total - HOUSE KEEPING EQUIPMENT - LUGGAGE CART \$2,781.00

AMENITIES - LOGO'D / Amenities

Item	Quantity	Unit	Price	Amount
Guest Room Amenities	122.00	each	46.35	5,654.70

Total: \$5,654.70

Total - AMENITIES - LOGO'D \$5,654.70

AMENITIES - LOGO'D ACCESSORIES / Accessories

Item	Quantity	Unit	Price	Amount
Guest Room Accessories	122.00	each	20.60	2,513.20

Total: \$2,513.20

Total - AMENITIES - LOGO'D ACCESSORIES \$2,513.20

AMENITIES - IN ROOM COFFEE SUPPLIES / Amenities

Item	Quantity	Unit	Price	Amount
Regular Coffee - 200/cs	40.00	case	123.60	4,944.00
Decaf Coffee - 200/cs	40.00	case	123.60	4,944.00
One Cup Condiment Collection - 600/cs	30.00	case	257.50	7,725.00

Total: \$17,613.00

Total - AMENITIES - IN ROOM COFFEE SUPPLIES \$17,613.00

AMENITIES - LINERS / Amenities

Item	Quantity	Unit	Price	Amount
Ice Bucket Liners 1000/cs	20.00	case	50.47	1,009.40
Trash Can Liners	20.00	each	71.07	1,421.40

Total: \$2,430.80

Total - AMENITIES - LINERS \$2,430.80

AMENITIES - PAPER PRODUCTS / Amenities

Item	Quantity	Unit	Price	Amount
Bath Tissue 2 Ply 400 Sheet -80/cs	60.00	case	60.77	3,646.20
Facial Tissue - 30/cs	60.00	case	36.05	2,163.00
C-Fold Towels	60.00	case	53.56	3,213.60

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AMENITIES - PAPER PRODUCTS / Amenities

Item	Quantity	Unit	Price	Amount
Paper Towels - 12 /cs	60.00	case	11.85	711.00
Cube Box Tissue	25.00	case	87.55	2,188.75
			Total:	\$11,922.55
Total - AMENITIES - PAPER PRODUCTS				\$11,922.55

AMENITIES - MISC / Accessories

Item	Quantity	Unit	Price	Amount
Amenities Misc	122.00	each	36.05	4,398.10
			Total:	\$4,398.10
Total - AMENITIES - MISC				\$4,398.10

TERRACE / Pool Area

Item	Quantity	Unit	Price	Amount
Courtyard Furniture	1.00	each	20,085.00	20,085.00
			Total:	\$20,085.00
Total - TERRACE				\$20,085.00

INSTALLATION / Accessories

Item	Quantity	Unit	Price	Amount
FF&E Installation	1.00	each	95,000.00	95,000.00
Carpet Installation	1.00	each	110,000.00	110,000.00
Wall Covering Installation	1.00	each	80,000.00	80,000.00
Tile & Stone Installation	1.00	each	85,000.00	85,000.00
			Total:	\$370,000.00
Total - INSTALLATION				\$370,000.00

CONSTRUCTION / Accessories

Item	Quantity	Unit	Price	Amount
2500 Lb Otis Elevators	2.00	each	75,000.00	150,000.00
3 Ton Roof Top HVAC	3.00	each	7,000.00	21,000.00
15 Ton Roof Top HVAC	2.00	each	17,000.00	34,000.00
20 Ton Roof Top HVAC	2.00	each	23,000.00	46,000.00
			Total:	\$251,000.00
Total - CONSTRUCTION				\$251,000.00

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SUMMARY		
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Location	Item Category	Amount
GUEST ROOMS		
	Case Goods	\$298,492.97
	Seating	\$95,044.28
	Artwork	\$46,488.02
	Lighting	\$82,373.22
	Television Sets	\$86,606.52
	Carpet	\$139,754.00
	Wall Vinyl	\$38,120.00
	Bedding	\$90,046.42
	Bcd Coverings	\$52,634.03
	Window Treatments	\$71,873.40
	Accessories	\$234,108.89
	Total:	\$1,235,541.75
LOBBY AND REGISTRATION AREA		
	Case Goods	\$6,172.79
	Seating	\$24,120.54
	Artwork	\$2,266.00
	Lighting	\$14,515.79
	Television Sets	\$2,704.78
	Carpet	\$16,457.54
	Wall Vinyl	\$5,840.10
	Window Treatments	\$3,502.00
	Accessories	\$25,750.00
	Total:	\$101,329.54
CORRIDOR		
	Case Goods	\$6,810.36
	Artwork	\$4,480.50
	Lighting	\$26,574.00
	Carpet	\$54,005.00
	Wall Vinyl	\$33,454.40
	Window Treatments	\$6,901.00
	Total:	\$132,225.26
BUSINESS AREA / GM OFFICE		
	Case Goods	\$20,600.00
	Seating	\$3,539.08
	Lighting	\$1,262.78
	Carpet	\$18,076.00
	Wall Vinyl	\$2,657.40
	Window Treatments	\$2,894.30
	Accessories	\$3,028.20
	Total:	\$52,057.76
BREAKFAST AREA		
	Seating	\$34,665.68
	Artwork	\$2,755.25
	Lighting	\$6,586.85
	Television Sets	\$2,193.90
	Carpet	\$16,088.00

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SUMMARY		
Location	Item Category	Amount
BREAKFAST AREA		
	Wall Vinyl	\$5,005.80
	Window Treatments	\$3,769.80
	Appliances	\$149,350.00
	Total:	\$220,415.28
MEETING ROOMS		
	Case Goods	\$9,115.20
	Seating	\$2,781.00
	Artwork	\$1,030.00
	Carpet	\$3,389.25
	Wall Vinyl	\$1,483.20
	Window Treatments	\$2,369.00
	Accessories	\$1,055.75
	Total:	\$21,223.40
BREAKROOM FOR EMPLOYEES		
	Case Goods	\$993.95
	Seating	\$1,080.47
	Appliances	\$1,728.34
	Accessories	\$2,130.04
	Total:	\$5,932.80
POOL AREA		
	Pool Area	\$12,875.00
	Total:	\$12,875.00
FITNESS CENTER		
	Artwork	\$1,833.40
	Television Sets	\$1,332.82
	Carpet	\$5,103.00
	Wall Vinyl	\$2,224.80
	Window Treatments	\$1,174.20
	Appliances	\$36,050.00
	Accessories	\$2,522.47
	Total:	\$50,240.69
LAUNDRY ROOMS		
	House Keeping	\$96,617.00
	Total:	\$96,617.00
LANUDRY ROOM ACCESSORIES		
	Accessories	\$7,718.82
	Total:	\$7,718.82
VENDING AREA		
	Vending area	\$27,656.50
	Accessories	\$1,538.82
	Total:	\$29,195.32
PUBLIC BATHROOM		
	Case Goods	\$2,317.50
	Artwork	\$1,340.03
	Lighting	\$1,031.03

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SUMMARY		
Location	Item Category	Amount
PUBLIC BATHROOM		
	Wall Vinyl	\$2,266.00
	Accessories	\$5,455.88
	Total:	\$12,410.44
SOFT GOODS - GUEST ROOM TOWELS		
	Soft Goods	\$23,247.10
	Total:	\$23,247.10
SOFT GOODS - POOL TOWELS		
	Soft Goods	\$4,017.00
	Total:	\$4,017.00
SOFT GOODS - VELLUX BLANKETS		
	Soft Goods	\$3,554.03
	Total:	\$3,554.03
SOFT GOODS - GUEST ROOM LINEN		
	Soft Goods	\$12,961.96
	Total:	\$12,961.96
HOUSE KEEPING EQUIPMENT - RUBBERMAID		
	House Keeping	\$36,050.00
	Total:	\$36,050.00
HOUSE KEEPING EQUIPMENT - VACCUM CLEANER		
	House Keeping	\$19,539.10
	Total:	\$19,539.10
HOUSE KEEPING EQUIPMENT - LUGGAGE CART		
	House Keeping	\$2,781.00
	Total:	\$2,781.00
AMENITIES - LOGO'D		
	Amenities	\$5,654.70
	Total:	\$5,654.70
AMENITIES - LOGO'D ACCESSORIES		
	Accessories	\$2,513.20
	Total:	\$2,513.20
AMENITIES - IN ROOM COFFEE SUPPLIES		
	Amenities	\$17,613.00
	Total:	\$17,613.00
AMENITIES - LINERS		
	Amenities	\$2,430.80
	Total:	\$2,430.80
AMENITIES - PAPER PRODUCTS		
	Amenities	\$11,922.55
	Total:	\$11,922.55
AMENITIES - MISC		
	Accessories	\$4,398.10
	Total:	\$4,398.10

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SUMMARY		
Location	Item Category	Amount
TERRACE		
	Pool Area	\$20,085.00
	Total:	\$20,085.00
INSTALLATION		
	Accessories	\$370,000.00
	Total:	\$370,000.00
CONSTRUCTION		
	Accessories	\$251,000.00
	Total:	\$251,000.00
Grand Total:		\$2,765,550.60
Estimated Sales Tax		\$152,105.28
Design, Purchasing & Project Management Fees		\$138,277.53
Estimated Freight		\$276,555.06
Contingency		\$82,966.52
Quote Amount:		\$3,415,454.99

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