

EXHIBIT C

RESERVED

EXHIBIT D
RESERVED

EXHIBIT E

AAA FOUR-DIAMOND STANDARDS

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APPROVAL REQUIREMENTS & DIAMOND RATING GUIDELINES

professional on-site inspections since 1937



LODGING

Introduction

Dear Hospitality Professional,

On behalf of AAA, I am pleased to introduce to you the latest edition of the *Lodging Approval Requirements & Diamond Rating Guidelines*. This year marks the 76th anniversary of AAA professional inspectors. Continuing our long-held tradition, AAA's expert inspectors use these published guidelines to conduct unannounced evaluations, assigning Approved establishments a rating of One to Five AAA Diamonds.

Since its inception in 1902 as a federation of independent motor clubs, AAA has been dedicated to providing safer roads and more pleasurable travel experiences for member motorists. Now, with more than 53 million members, AAA offers roadside assistance, insurance and financial services, safety education, and member advocacy — and is an undisputed leader in travel information and services.

In 1937, the first AAA field representatives were hired to inspect lodgings and restaurants; and in 1963, AAA began assigning lodging ratings from 'good' to 'outstanding'. In 1977, AAA introduced the Diamond Rating System; using a diamond to mark the association's 75th anniversary, and began rolling out Diamond Ratings for restaurants in 1985.

The first *AAA Lodging Diamond Rating Guidelines* booklet was introduced for industry review in 1987, with subsequent updated versions published since then to reflect evolving industry trends and guest expectations.

This new edition of the *Lodging Approval Requirements & Diamond Rating Guidelines* was designed with three objectives in mind:

- To provide AAA Inspectors comprehensive guidance for conducting their evaluations.
- To ensure AAA members receive accurate and consistent travel planning and decision-making information.
- To provide hotels and restaurants a thorough understanding of the Diamond Rating System to help them achieve a successful evaluation and rating.

To that end, we partner with the hospitality industry to gather input, discuss the meaning of our ratings, and openly share how Diamond Ratings are applied at the property level. Unique to AAA, we ask our members what elements of their hotel or dining experience are most important and then weight the rating factors to reflect member expectations.

We strongly urge property representatives to take full advantage of the information provided by AAA inspectors during an on-site evaluation, since our experts are exposed to a wide range of properties throughout the United States, Canada, Mexico and the Caribbean. Annually, AAA evaluates more than 33,000 lodgings, 30,000 restaurants and thousands of attractions. AAA Approved listings can be accessed in the AAA TourBook® guides, downloadable eTourBook® guides at AAA.com/ebooks, and online at AAA.com/Travel. Smartphone users can access Diamond Rated establishments using the free AAA TripTik Mobile app or AAA Mobile® app at AAA.com/mobile.

Visit AAA clubs online at AAA.com. Access AAA news releases, high-resolution images, broadcast-quality video, fact sheets and podcasts on the AAA NewsRoom at NewsRoom.AAA.com.

We appreciate your continued commitment to serving the travel needs of AAA members and your participation in AAA programs.


Sincerely,
Michael Petrone, CEC
Director/AAA Tourism Information Development

A HISTORY OF SERVICE

In 1937, to provide improved travel information for members, AAA employed its first inspectors, called field reporters, to personally visit and report on hotels and restaurants. This information was made available to members in the three regional TourBook guides published at that time. Today, AAA's professionally trained inspectors continue this practice as they inspect, Approve and rate more than 59,000 hotels and restaurants to help travelers enjoy a positive experience.



AAA Publishing
Tourism Information Development • 1000 AAA Drive • Heathrow, FL 32746-5063

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AAA 1938 Northeastern Hotel Directory

Official

HOTEL DIRECTORY
 Including Restaurants and Storage Garages
 Published in three sections as illustrated below.



ALL HOTELS listed in this directory with the A.A.A. emblem have been inspected and approved by our field representatives. They are representative of the highest standards of service and comfort. We have endeavored to present the hotels in this directory in the most favorable and complete manner possible. It is our desire to assist you in your selection of a hotel for your stay. We have endeavored to present the hotels in this directory in the most favorable and complete manner possible. It is our desire to assist you in your selection of a hotel for your stay.

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AMERICAN AUTOMOBILE ASSOCIATION
 WASHINGTON, D. C.

Northern Section

Check out these room rates!

CONNECTICUT

HARTFORD For 1938
HOLINGBURY For 1938

Hamden Hotel	100	1.50	2.00	2.50
The Wilbur Hotel	100	1.50	2.00	2.50

BRITAIN For 1938

Britannia Hotel	100	1.50	2.00	2.50
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BRITAIN For 1938

Britannia Hotel	100	1.50	2.00	2.50
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CORNWALL BRIDGE For 1938

Cornwall Bridge Hotel	100	1.50	2.00	2.50
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DANFORTH For 1938

Danforth Hotel	100	1.50	2.00	2.50
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SECTION

THE AAA DIAMOND RATING SYSTEM

Approval Requirements and Diamond Rating Guidelines ... what's the difference?

AAA's Diamond Rating System comprises two distinct components. The *Approval Requirements* are uncompromising, mandatory standards, while *Diamond Rating Guidelines* are somewhat flexible – with the overall rating based on prevalence of attributes and inspector opinion based on thousands of property inspections.

The evaluation process is made up of three parts:

1. **Apply for an inspection via AAA.biz/Approved**
2. **Become AAA Approved** – To receive AAA Approval, establishments must meet uncompromising, mandatory standards identified as Approval Requirements.
3. **Receive a AAA Diamond Rating** – After an establishment is Approved by AAA, the inspector recommends a rating using the Diamond Rating Guidelines and subjective elements based on professional experience and training.

Properties must meet all AAA Approval Requirements to be considered for AAA Approval. Approval Requirements are common-sense qualifications that AAA members tell us are critical to them and, similarly, most professional operators routinely seek to achieve.

Properties must meet most AAA Diamond Rating Guidelines to be assigned a particular rating level. The *Diamond Rating Guidelines* reflect attributes typically — but not universally — observed throughout a lodging industry segment. Therefore, the lack of some components listed for a designated rating level does not necessarily preclude the achievement of that rating. During evaluations, inspectors assess the strengths and weaknesses of the property and assign the most appropriate rating that will provide the best match in meeting AAA member expectations.

Not all guidelines apply to all property types. For example, meeting rooms are not expected at a bed and breakfast, but are essential at a convention-oriented hotel. Expectations regarding the availability and type of swimming pool are dictated by climatic influences and/or the property

classification. AAA inspectors apply only those Diamond Rating Guidelines appropriate for the property classification.

How do I apply for a AAA inspection?

AAA CONSIDERS ALL VALID APPLICATIONS FOR INSPECTION. By applying for – and/or consenting to – an inspection, you agree to allow AAA to publish your property information and the respective Diamond Rating in our digital and printed travel information. Currently listed establishments need not reapply, as our inspector will routinely conduct an assessment of previously Approved properties.

To expedite the application process, we suggest the following approach:

- ◆ Verify your property's eligibility for approval by reviewing the **AAA Approval Requirements**. Properties must meet all Approval Requirements to be considered a valid applicant for inspection.
- ◆ Complete and submit the **Lodging Application for Evaluation** (pdf). Include recent and accurate pictures of the exterior, public areas, standard double guest unit, bathroom and guest unit door locks.

Important notes:

- ◆ If our records indicate past disqualifying issues, you may be asked to provide written documentation of the corrective action taken since then.
- ◆ AAA does not guarantee an immediate evaluation of all properties that apply, and we reserve the right to apply priority consideration to those demonstrating the highest degree of AAA member value according to the following criteria:
 - GOOD LOCATION
 - NEWLY BUILT/RENOVATED
 - HIGH DEGREE OF CLEANLINESS AND COMFORT
 - APPROPRIATELY MAINTAINED CONDITIONS
 - PRICE (willingness to provide a discount or best rate available)

- ✦ There may be an application fee required to process your request. We will provide written notice once we have reviewed your application and, if selected for evaluation, an invoice for your application fee. Payment is non-refundable and has no bearing on the outcome of the inspection. Do not send a payment with the initial application.

- ✦ On receipt of the application fee, AAA will schedule your property for an unannounced inspection as quickly as practicable.
- ✦ Basic listings in AAA travel products are provided without charge to Approved properties.

What to Expect During the AAA On-Site Inspection

A THREE-PART, ON-SITE PROCESS:

1. Introduction, Interview

On arrival (unannounced), the AAA inspector will speak with a property representative for a brief, but extremely important, interview to:

- ✦ Collect factual information for potential use in AAA publications.
- ✦ Answer your questions and be advised of any plans for improvement.

2. Property tour and assessment of Approval Requirements, Diamond Rating Guidelines, and subjective review

Following the interview, the inspector will request a tour of all public areas and a cross section of guest rooms to assess current property conditions. The inspector will point out strengths and weaknesses as appropriate if a property representative is in attendance. *This valuable dialogue is unique to the AAA inspection, and we highly recommend that a property representative accompany the inspector. Ideally, this would include the general manager and head of housekeeping.*

THE INSPECTION INCLUDES A REVIEW OF SEVERAL KEY AREAS:

CLEANLINESS AND CONDITION

Properties will receive a mark of 'Pass' or 'Fail/sub-rating' for the overall condition of the property in terms of cleanliness, comfort, and maintenance. A passing mark is required for AAA Approval.

MANAGEMENT AND STYLE OF OPERATION

Properties will receive a mark of Pass or Fail for the manner of staff interaction based on the overall level of hospitality, professionalism and deportment. A passing mark is required for AAA Approval.

EXTERIOR AND PUBLIC AREAS

GUEST ROOMS

BATHROOMS

Each of these three areas is assessed against the Approval Requirements with a mark of Pass or Fail. If each area passes, Diamond Rating Guidelines are applied and points are assigned for available attributes in varying weights based on the importance to the guest experience. The points are tallied to determine a sub-rating for each area.



GUEST SERVICES/HOSPITALITY (For those that qualify)

Properties that match the physical guidelines for a Five Diamond Rating are scheduled for a series of anonymous visits by AAA inspectors to assess the guest services/hospitality level. The overnight hospitality assessment includes a review of critical guest interaction points. Properties must achieve a Five Diamond Rating in guest services/hospitality to be considered for a Five Diamond Rating overall.

3. Assessment Summary

If a property is Approved, the inspector will recommend a Diamond Rating or FYI designation as appropriate based on conditions that exist at the time of the evaluation. Each property will receive an email containing a summary of AAA's findings and the Diamond Rating status. The frequency of subsequent AAA evaluations varies slightly, depending on the classification and assigned rating.

“

Our reporters are not permitted to do any selling of any kind, nor to accept complimentary accommodations, as we wish their reports to be absolutely unbiased and uninfluenced. They will not pry nor be meddlesome. They seek only authentic information in order that we may render dependable and satisfactory service to our members.

”

— excerpt from "Introducing AAA Field Reporters", 1946

AAA Approval Requirements

AAA APPROVAL REQUIREMENTS REFLECT THE MINIMUM ACCEPTABLE CONDITIONS AS ESTABLISHED THROUGH MEMBER SURVEYS AND CONTINUOUS FEEDBACK.

To be AAA Approved and Diamond Rated, an establishment must meet the following requirements:

Cleanliness and Condition

1. All facilities associated with a property are clean and well-maintained throughout.
2. At a minimum, each guest unit is thoroughly cleaned, with complete bed and bath linens changed between guest stays.
3. Basic housekeeping services and supplies are available on request.
4. All indoor areas are properly ventilated to ensure guest comfort.

Management and Style of Operation

Establishments will:

5. Provide AAA members value in all aspects of operation.
6. Cater primarily to transient rather than residential guests, with four or more units available for AAA members.
7. Be in compliance with all local, state, and federal codes.
8. Be financially solvent; free of bankruptcy protection, planning or involvement in foreclosure proceedings.

Property management will:

9. Assist AAA in the resolution of member complaints.
10. Accommodate unannounced AAA property evaluations within 20 minutes of notice.
11. Conduct business in a professional and ethical manner — providing attentive, conscientious service to guests.
12. Place AAA members in AAA inspected and approved guest units only. Overflow buildings or guest units associated with the property but not approved by AAA are not acceptable accommodations.
13. Be readily accessible at all times to address guest needs.
14. Provide guests easy access to 24-hour incoming and outgoing phone service, ensuring prompt message delivery.

15. Readily provide property information, as requested, for the purpose of maintaining the most accurate travel information in AAA's print, online and mobile travel planning products.

Property management will not:

16. Use AAA trademarks — including but not limited to, the AAA logo and Diamond Rating — without AAA's prior written consent, including, but not limited to, the Lodging Official Appointment Agreement.

Exterior and Public Areas

Establishments will have:

17. Accurate, legible signage in appropriate areas (e.g., entry, corridors, walkways, stairways, landings, parking areas).
18. Good illumination in all public areas (e.g., entry, corridors, walkways, stairways, landings, parking areas).
19. Procedures in place to ensure all facilities associated with a property and provided for guest use (e.g., restaurant, health club, gift shop, recreation facilities) meet all appropriate AAA Approval Requirements.

Guest Rooms

Each guest unit will have:

20. A comfortable bed with a mattress pad, two sheets, two pillows with pillowcases, and an appropriate bed covering.
21. A nightstand or equivalent by each bed, a chair, a writing surface, a waste container, clothes-storage space, and clothes-hanging facilities with hangers for two guests.
22. Adequate shades, drapes, or blinds to cover all windows or other transparent areas, to provide the guest with privacy.



24-HOUR SERVICE

is a requirement for all AAA establishments with overnight accommodations. It is not necessary for the office to be open 24 hours, but a responsible attendant must be available on the premises at all times.

1964-65 AAA Travel Book

23. An adequate level of soundproofing to muffle outside noises and normal sounds in adjacent units and public areas.
24. An active light switch at the main entry.
25. Good overall illumination to include direct lighting at a writing surface, sitting area, and each bed.
26. Door(s) equipped with both a primary lock and a secondary deadbolt lock.
27. Deadbolt lock(s) on each door to connecting guest units or maintenance corridors.
28. A viewport or window (convenient to the door) for each entry door.
29. A functional lock for each window that overlooks a common walkway or is in a ground-floor unit.
30. An operational, single station smoke detector. When battery-operated detectors are used, there must be an adequate maintenance program to routinely test and replace batteries.

Primary lock is a keyed mechanism that allows the door to be locked from the outside. Passkeys are strictly controlled and available only to recognized guests and essential associates for routine room access (e.g., management, housekeeping/maintenance staff, security).

Secondary lock is a mortised, deadbolt-locking mechanism with a one-inch throw extending from the edge of the door into the door frame. This extra device affords guests a certain level of privacy. Unlike the primary lock passkeys, master keys for secondary locks are available only to essential associates and only for emergency purposes (e.g., management or security).

Secondary Lock Variances

In certain instances, the requirements for secondary locks may be modified to meet a variety of exceptions. The most common are noted below. AAA claims the right of final arbiter in all decisions related to locks.

Sliding Glass Doors – Each sliding door must be equipped with an effective locking device. A secondary security lock is required on all ground-floor floors and those accessible from common walkways and adjoining balconies.

French Doors – In addition to the deadbolt lock requirements, surface-mounted slide bolts must be provided at the top and bottom to secure the stationary/auxiliary door. These bolts must extend into the upper doorframe and the lower doorframe or floor and must be strong and sturdy mechanisms.



Guest Bathrooms

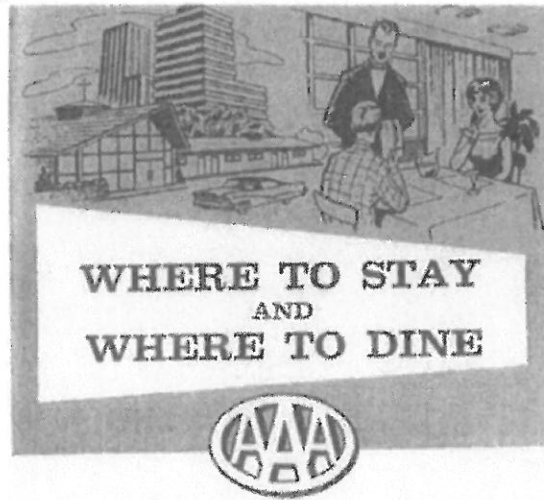
Each guest unit will have:

31. A private bathroom.
32. A toilet, sink with wall-hic mirror, convenient electrical outlet, adequate shelf space, and a tub/shower with a non-slip surface.
33. Good overall illumination to include direct lighting at the mirror(s).

34. A bath towel, hand towel, face cloth, and cup/glass for each guest.
35. Toilet tissue, a cloth bath mat, and two bars of soap or equivalent.
36. Non-porous surfaces (e.g., floors, walls, baseboards) in all toilet areas.



AAA 1968 TourBook



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SECTION

THE AAA DIAMOND RATING GUIDELINES

The AAA Diamond Rating Guidelines

AAA DIAMOND RATINGS REPRESENT A COMBINATION OF THE OVERALL QUALITY, RANGE OF FACILITIES, AND LEVEL OF HOSPITALITY OFFERED BY A PROPERTY. The widely recognized and trusted AAA Diamonds help members choose lodgings that will meet their needs and expectations.

AAA's Diamond Rating Guidelines indicate what is typically found at each rating level — from economy to the most luxurious properties. The Diamond Rating is determined based on a compilation of all property characteristics, with a focus on overall guest impression rather than on individual elements. While properties at the same rating level may have variations in the attributes offered, an overall predominance of characteristics from a particular rating level drives the rating. Additional factors that may impact a property rating are comfort, overall appeal, condition and cleanliness.

The inspector's Diamond Rating recommendation is based on both the Diamond Rating Guidelines and professional judgment — an essential component of the rating assessment. Our inspectors are North America's travel experts, immersed in the hospitality industry on a daily basis as they conduct more than 33,000 lodging evaluations per year.

What the Diamonds Mean

ONE DIAMOND



Budget-oriented, offering basic comfort and hospitality.

TWO DIAMOND



Affordable, with modestly enhanced facilities, décor and amenities.

THREE DIAMOND



Distinguished, multifaceted with enhanced physical attributes, amenities and guest comforts.

FOUR DIAMOND



Refined, stylish with upscale physical attributes, extensive amenities and a high degree of hospitality, service and attention to detail.

FIVE DIAMOND



Ultimate luxury, sophistication and comfort with extraordinary physical attributes, meticulous personalized service, extensive amenities and impeccable standard of excellence.

On the following Diamond Rating Guidelines pages, there are words/terms referenced that describe the essence of an attribute and/or instructions on how to "build" upon identified elements across rating segments.

When you see the following terms used, please refer back to this page for more information.

Glossary

- **Basic** – Of, relating to, or forming the base or essence; simplest form; minimal amounts.
- **Decorative** – Obvious ornamental embellishment with attractive results.
- **e.g.** – For example. Items following are only examples of what is typical and should not be interpreted as a required appointment.
- **Leading Edge** – Most advanced in their profession; luxuriant, luxury materials, highly fashionable/grand design and functionality working in sync to provide sumptuous level of comfort.
- **Modest/Modestly Enhanced** – More than basic; slight enhancement; limited in size or scope.
- **Plus** – When you see this term used (such as **2D, plus**), it means that the rating includes the **bolded** elements of the previous columns in addition to elements of the current column.
- **Residential** – Of, relating to or connected with residential style; invokes a personal presence of home.
- **Upscale** – Obviously high grade; upmarket, luxurious feel; cohesive designs; not just the latest trend.



KEY NOTES:

- **Additional Factors** – All areas may be subject to point additions/subtractions related to: *overall impression, comfort, design and layout, condition and cleanliness*. Also, AAA members express significant dissatisfaction with additional *non-use fees* (e.g., "resort fees", safes, microwaves, refrigerators, etc.). Free and effective Internet bandwidth within the guest room is also expected.
- **Exceptions** – Not all of the Diamond Rating Guidelines will apply to all property types. AAA inspectors will only use the sections of the Diamond Rating Guidelines that are appropriate for the property classification in assessing the overall Diamond Rating. *If an attribute exists at the property, it will be rated accordingly.*

EXTERIOR

See Glossary Section – page 12

	1 ECONOMY	2 MID-SCALE	3 MID-SCALE PLUS	4 UPSCALE	5 ULTRA-LUXURY
GENERAL CURB APPEAL <i>(Applies as a common theme throughout the Exterior)</i>	<ul style="list-style-type: none"> Minimal quantity, variety and/or coordination of basic materials Basic design and effect 	<ul style="list-style-type: none"> Increased quantity, variety and/or coordination of materials Modest design and effect 	<p>2D, PLUS:</p> <ul style="list-style-type: none"> Decorative materials Well-coordinated and attractive residential design Significantly enhanced effect 	<p>3D, PLUS:</p> <ul style="list-style-type: none"> Upscale materials Substantial, cohesive and impressive design Upscale effect 	<p>4D, PLUS:</p> <ul style="list-style-type: none"> Luxurious materials Leading-edge design and effect
BUILDING STRUCTURE & DESIGN	<ul style="list-style-type: none"> Basic materials, design and/or function 	<ul style="list-style-type: none"> Modest enhancements to materials, design and/or function e.g., roof mansard, gable, cupola, window shutters/ casets, siding, columns, railings, etc. 	<p>2D, PLUS:</p> <ul style="list-style-type: none"> Significant decorative enhancements to materials, design and/or function in the most prominent structural areas, i.e., facade Obvious residential effect e.g., enhanced roofs, window treatments/ moldings, stone/veneer accents or balconies, etc. 	<p>3D, PLUS:</p> <ul style="list-style-type: none"> Upscale enhancements Substantial, cohesive and impressive design throughout the property footprint 	<p>4D, PLUS:</p> <ul style="list-style-type: none"> Grand architectural features Leading-edge design and effect
LANDSCAPING	<ul style="list-style-type: none"> Minimal quantity, variety of plants and/or landscape materials Basic surroundings and visual interest 	<ul style="list-style-type: none"> Modest enhancements to quantity, variety of plants and/or landscape materials Some surroundings reflect a coordinated design of moderate visual interest 	<ul style="list-style-type: none"> Significant, decorative enhancements to quantity, variety of plants and/or landscape materials Overall residential design Creates an obvious visual interest in most areas 	<p>3D, PLUS:</p> <ul style="list-style-type: none"> The entire grounds are professionally planned and manicured with an extensive use of appropriate, mature plants and landscape materials Cohesive, upscale design that withstands seasonal weather conditions At least one accent feature e.g., statuary, water feature, serenity garden, etc. 	<p>4D, PLUS:</p> <ul style="list-style-type: none"> Luxurious landscape materials Leading-edge design and effect Multiple accent features are meticulously integrated by design

EXTERIOR

(CONTINUED)

See Glossary Section – page 12

	1 ECONOMY	2 MID-SCALE	3 MID-SCALE PLUS	4 UPSCALE	5 ULTRA-LUXURY
MAIN ENTRANCE	<ul style="list-style-type: none"> Basic materials, design and/or function Covered entry door 	<p>1D. PLUS:</p> <ul style="list-style-type: none"> Modest enhancements to materials, design and/or function If covered entry has drive through capability, capacity is limited to one-car width 	<p>2D. PLUS:</p> <ul style="list-style-type: none"> Significant decorative enhancements to materials, design and function (façade and/or driving surface) e.g., brick, stone or stamped concrete Capacity is appropriate for the size of the hotel (minimum two-car width or depth) 	<p>3D. PLUS:</p> <ul style="list-style-type: none"> Upscale materials, design Capacity is greater than two-car width and depth 	<p>4D. PLUS:</p> <ul style="list-style-type: none"> Luxurious materials Leading-edge design and effect Expanded drive or courtyard

OTHER EXTERIOR ATTRIBUTES: (Points allocated as appropriate)

- ◆ Location
- ◆ Parking



PUBLIC AREAS

See Glossary Section – page 12

MAIN LOBBY / REGISTRATION AREA

	1 ECONOMY	2 MID-SCALE	3 MID-SCALE PLUS	4 UPSCALE	5 ULTRA-LUXURY
GENERAL DECOR STYLE (Applies to Main Lobby/Registration Area)	<ul style="list-style-type: none"> ◆ Predominantly basic materials, design ◆ Minimal function and/or coordination ◆ Adequate level of comfort 	<p>1D, PLUS:</p> <ul style="list-style-type: none"> ◆ Modest enhancements to materials, design ◆ Increased function and/or coordination ◆ Enhanced level of comfort 	<p>2D, PLUS:</p> <ul style="list-style-type: none"> ◆ Residential style ◆ Significant enhancements to materials, design ◆ Well-coordinated, with increased functionality ◆ Obvious degree of comfort 	<p>3D, PLUS:</p> <ul style="list-style-type: none"> ◆ Upscale materials, design and/or function ◆ Exceptional degree of comfort 	<p>4D, PLUS:</p> <ul style="list-style-type: none"> ◆ Luxurious materials ◆ Leading edge design and effect
FLOOR COVERINGS	Basic materials, design e.g. linoleum/lay plan ceramic tile, polished concrete, low density pile carpet (with limited padding— floor feels hard), etc.	Moderately enhanced materials e.g. floating wood laminates, patterned linoleum/lay, medium density pile carpet (with padding that provides average comfort underfoot), etc.	<p>2D, PLUS:</p> <ul style="list-style-type: none"> ◆ Decorative materials and design with patterns, textures or inlays e.g. wood laminates, carpet, ceramic/stone/ glass tile, polished stamped concrete, terra cotta, etc. ◆ Hard surfaced floors have decorative area rugs in seating areas and other locations as appropriate 	<p>3D, PLUS:</p> <p>Highest grade materials e.g. wood, marble, granite/ other upscale stone floors, high density pile carpet (with padding that provides exceptional comfort underfoot), etc.</p>	<p>4D, PLUS:</p> <ul style="list-style-type: none"> ◆ Custom inlays or textured enhancements ◆ Leading edge design and effect ◆ Area rugs are luxurious
FREE FLOOR SPACE	Obviously restricted by size and/or placement of appointments	Modest restrictions due to size and/or placement of appointments	No restrictions, as placement of appointments is well-proportioned to area size and traffic flow	<p>3D, PLUS:</p> <p>Area size and placement of appointments provide an obvious degree of spaciousness allowing increased ease of movement for guests</p>	<p>4D, PLUS:</p> <p>Area size and placement of appointments provide an abundance of space that contributes to the ultimate level of comfort and relaxation</p>

PUBLIC AREAS

See Glossary Section – page 12

MAIN LOBBY / REGISTRATION AREA (CONTINUED)

	1 ECONOMY	2 MID SCALE	3 MID-SCALE PLUS	4 UPSCALE	5 ULTRA LUXURY
FURNITURE QUALITY & DESIGN	<ul style="list-style-type: none"> Basic materials, design Minimal function and/or coordination Provides an adequate level of comfort 	<ul style="list-style-type: none"> Modest enhancements to materials, design Increased function and/or coordination Provides an enhanced level of comfort 	<ul style="list-style-type: none"> Significant decorative enhancements to materials, design Well-coordinated with increased functionality Provides an obvious degree of comfort 	<p>3D, PLUS:</p> <ul style="list-style-type: none"> Upscale materials e.g., granite/stone, solid wood, polished metals, high-gloss lacquers, veneer finishes with solid wood accents, high-grade laminate insets, etc. Distinctive design and/or function e.g., antiques, leather, plush padding, designer fabric, sculptured shape, crisp line, etc. Exceptional degree of comfort 	<p>4D, PLUS:</p> <ul style="list-style-type: none"> Luxurious materials Custom workmanship Leading-edge design and effect
GUEST SERVICE AREA(S)	Basic, small counter registration	Enhanced front desk e.g., size or design	<p>2D, PLUS:</p> <ul style="list-style-type: none"> Front desk is part of a spacious common area Multiple guest service capability 	<p>3D, PLUS:</p> <ul style="list-style-type: none"> Multiple guest service areas e.g., front desk, bell stand, concierge, video kiosk, etc. 	<p>4D, PLUS:</p> <ul style="list-style-type: none"> Staffed concierge area (minimum 16 hrs./day)
ILLUMINATION	<ul style="list-style-type: none"> Basic fixtures Good level of overall illumination 	<p>1D, PLUS:</p> <ul style="list-style-type: none"> Moderately enhanced design, materials, positioning and/or function 	<p>2D, PLUS:</p> <ul style="list-style-type: none"> Well-positioned Decorative and well-coordinated design, materials and/or function Good level of overall illumination at each key task area 	<p>3D, PLUS:</p> <ul style="list-style-type: none"> Fixtures reflect upscale design Excellent level of overall illumination enhances the intended use of the space 	<p>4D, PLUS:</p> <ul style="list-style-type: none"> Custom fixtures of outstanding quality Leading-edge illumination effect
SEATING LAYOUT	Minimal or no seating capacity	<ul style="list-style-type: none"> Limited seating capacity Furniture arrangement accommodates one small group e.g., at sofa and two armchairs 	<p>2D, PLUS:</p> <ul style="list-style-type: none"> Expanded seating capacity Furniture arrangements accommodates two small groups with obvious separation of space from front desk area 	<p>3D, PLUS:</p> <ul style="list-style-type: none"> Multiple conversational groupings One semi-private area (away from traffic flow) 	<p>4D, PLUS:</p> <ul style="list-style-type: none"> Multiple semi-private areas

PUBLIC AREAS

See Glossary Section – page 12

MAIN LOBBY / REGISTRATION AREA (CONTINUED)

	1 ECONOMY	2 MID-SCALE	3 MID-SCALE PLUS	4 UPSCALE	5 ULTRA LUXURY
WALL COVERINGS	<ul style="list-style-type: none"> Basic materials, design e.g. cedar block brick, prefab modular laminate paneling, wallpaper, etc. Rubber or vinyl baseboards 	<ul style="list-style-type: none"> Modest enhancements e.g. drywall with basic paint finish or plain vinyl coverings, etc. Carpeted baseboards 	<ul style="list-style-type: none"> Decorative enhancements e.g. expert-smooth painted drywall with/without textured finish (knockdown, orange peel, comb, slip brush, etc.), plaster/Venetian plaster, vinyl covering/wood plank/veneer/stone, accent wall(s), etc. Wood/ceramic tile baseboards 	<p>3D, PLUS:</p> <ul style="list-style-type: none"> One upscale design enhancement e.g. furniture-finish wood paneling, soft wall coverings, crown/cove molding, wainscot, architectural feature, etc. Oversized (>4") wood/stone baseboards 	<p>4D, PLUS:</p> <ul style="list-style-type: none"> Multiple design enhancements Leading edge effect
WALL HANGINGS / DECORATIVE ENHANCEMENTS	<ul style="list-style-type: none"> Poster(s) or common artwork with unframed/thin, unenhanced wood, metal or plastic frame(s) Common knickknacks 	<p>1D, PLUS:</p> <ul style="list-style-type: none"> Enhanced frame(s) Or- other modest appointments 	<p>Well-coordinated, decorative appointments</p>	<p>3D, PLUS:</p> <p>Varied assortment that provides a distinctive or thematic upscale appeal</p>	<p>4D, PLUS:</p> <p>Variety of styles and accent pieces e.g. limited edition prints, canvas art, tapestries, or lithographs with enhanced matting and presentation frames, assorted ornate pieces, sculptures, etc.</p>

OTHER MAIN LOBBY / REGISTRATION AREA ATTRIBUTES: (Points allocated as appropriate)

- ◆ Ceilings

PUBLIC AREAS

See Glossary Section – page 12

OTHER COMMON AREA(S)

	1 ECONOMY	2 MID-SCALE	3 MID-SCALE PLUS	4 UPSCALE	5 ULTRA-LUXURY
GENERAL DECOR STYLE (Applies as a common theme throughout the Common Areas)	<ul style="list-style-type: none"> • Predominantly basic materials, design • Minimal function and/or coordination • Adequate level of comfort 	1D. PLUS: <ul style="list-style-type: none"> • Modest enhancement to materials, design • Increased function and/or coordination • Enhanced level of comfort 	2D. PLUS: <ul style="list-style-type: none"> • Residential style • Significant enhancements to materials, design • Well-coordinated, with increased functionality • Obvious degree of comfort 	3D. PLUS: <ul style="list-style-type: none"> • Upscale materials, design and/or function • Exceptional degree of comfort 	4D. PLUS: <ul style="list-style-type: none"> • Luxurious materials • Leading-edge design and effect
BUSINESS CENTER		Personal computer, with internet access, available in lobby for guests' use	<ul style="list-style-type: none"> • Dedicated, out-of-the-way area • Multi-guest capability to include at least three business-related items e.g., PC, printer, copier, supplies, etc. 	3D. PLUS: <ul style="list-style-type: none"> • Spacious, well-appointed area • Latest business technology integrated for efficient use • Comprehensive office supplies 	4D. PLUS: <ul style="list-style-type: none"> • Luxurious surroundings • On-personalized services are provided
ELEVATOR		Elevator is available for guests' use in all multi-story buildings	2D. PLUS: <ul style="list-style-type: none"> • Elevator includes decorative appointments • Landing includes multiple residential furnishings e.g., chair/sofa, table, lamp/wall sconce, phone, artwork, mirror, flowers/plants, etc. 	3D. PLUS: <ul style="list-style-type: none"> • Multiple elevators • Upscale appointments • Landings are recessed • Additional service elevator is available for staff's use 	4D. PLUS: <ul style="list-style-type: none"> • Elevator cabs have additional features e.g., dual call button panels, television, card key access, voice indicators, etc. • Leading-edge effect
EXERCISE FACILITY		<ul style="list-style-type: none"> • Designated room onsite • Three pieces of cardio/strength equipment • Mirrored walls • Television • Water cooler • Towels • Clock • Sanitizer 	2D. PLUS: <ul style="list-style-type: none"> • Five or more pieces of professional grade equipment • Additional personal training options e.g., free weights, benches, floor mats, physio balls, boxing bags/rollers, etc. 	3D. PLUS: <ul style="list-style-type: none"> • Upscale facility • Full array of fitness equipment appropriate with room count • Provides an obvious degree of spaciousness • All equipment is state-of-the-art • Specialized, high-impact flooring • Ambient lighting/aromatherapy scents 	4D. PLUS: <ul style="list-style-type: none"> • Leading-edge facility • Luxurious health club environment • Guided training programs • Dressing area includes lockers, showers, and restrooms • In-room exercise programs available

PUBLIC AREAS

See Glossary Section – page 12

OTHER COMMON AREA(S) (CONTINUED)

	1 ECONOMY	2 MID-SCALE	3 MID-SCALE PLUS	4 UPSCALE	5 ULTRA-LUXURY
<p>FOOD & BEVERAGE OUTLETS</p> <p>Restaurant (if applicable)</p> <p>OR ↓</p> <p>BREAKFAST AREA (Expanded Continental – At minimum, two items in each of the following categories: juice, coffee, fresh fruits, breads, pastries, cereals)</p>		<p>One quick-service outlet onsite i.e., comparable to a One Diamond restaurant</p> <p>OR ↓</p> <p>Standard continental breakfast i.e., miniature juice, pastry, and hot beverage</p>	<p>One full-service restaurant i.e., comparable to a Two Diamond restaurant</p> <p>• Lounge or bar area</p> <p>OR ↓</p> <p>2D, PLUS:</p> <p>• Includes hot item(s) e.g., waffles, pancakes, eggs, breakfast meats</p> <p>• Appointments are well-proportioned to area size, with appropriate seating for the size of the establishment</p>	<p>• Upscale, full-service restaurant i.e., comparable to a Three Diamond restaurant</p> <p>• Separate lounge or bar area</p> <p>• Room service available for breakfast, lunch, and dinner</p> <p>OR ↓</p> <p>3D, PLUS:</p> <p>• Clearly refined menu</p> <p>• Full service</p> <p>• Upscale surroundings</p>	<p>4D, PLUS:</p> <p>• Multiple outlets i.e., at least one is comparable to a Four Diamond restaurant</p> <p>• Room service available 24/7</p> <p>OR ↓</p> <p>4D, PLUS:</p> <p>• Highly personalized experience</p> <p>• Luxurious surroundings</p>
MEETING ROOMS		<p>• Small (size of 1-2 guest rooms)</p> <p>• Solely-purposed for meetings</p>	<p>2D, PLUS:</p> <p>• Decorative appointments</p> <p>• Comprehensive facility</p> <p>• Expanded meeting space</p>	<p>3D, PLUS:</p> <p>• Upscale appointments</p> <p>• Latest audiovisual technology</p> <p>• Ample variety of meeting rooms e.g., ballroom, boardroom, theatre, and/or meeting rooms of various sizes</p>	<p>4D, PLUS:</p> <p>• Luxuriously appointed, first-class facilities</p> <p>• Leading-edge effect</p>
PLANTS THROUGHOUT PROPERTY	Artificial/live plants	<p>1D, PLUS:</p> <p>• Healthy/attractive</p> <p>• Limited locations</p>	<p>2D, PLUS:</p> <p>Obviously used as decorative accents in key areas of the property</p>	<p>3D, PLUS:</p> <p>Use enhances an upscale theme throughout the property</p>	<p>• Garden-fresh condition</p> <p>• Outstanding variety of uncommon/seasonal live plants and flowers</p> <p>• Uniquely arranged to provide a leading-edge effect throughout the property</p>

PUBLIC AREAS

See Glossary Section – page 12

OTHER COMMON AREA(S) (CONTINUED)

	1 ECONOMY	2 MID-SCALE	3 MID-SCALE PLUS	4 UPSCALE	5 ULTRA-LUXURY
RESTROOMS		One unisex	<ul style="list-style-type: none"> ◆ Decorative appointments ◆ Multiple unisex or separate gender restrooms in a convenient location <i>(If property has expanded meeting facilities, then additional restrooms are available in proportion)</i> 	3D, PLUS: <ul style="list-style-type: none"> ◆ Upscale appointments ◆ Multiple locations 	4D, PLUS: First-class with luxurious appointments
SIGNAGE THROUGHOUT PROPERTY	<ul style="list-style-type: none"> ◆ Basic materials, design ◆ Limited locations 	1D, PLUS: Modestly enhanced materials, design	2D, PLUS: <ul style="list-style-type: none"> ◆ Decorative materials, design enhancements ◆ Ample locations 	3D, PLUS: Intuitive, upscale materials, design and location	4D, PLUS: <ul style="list-style-type: none"> ◆ Custom materials, design ◆ Creatively placed for a leading-edge effect
SUNDRIES & SHOPS		<ul style="list-style-type: none"> ◆ Modest selection of amenities available at the front desk ◆ -Or- in vending machine <i>e.g., mouthwash, shower caps, combs, etc.</i> 	<ul style="list-style-type: none"> ◆ Dedicated sundry area ◆ -Or- conventional gift shop offering a moderate variety of merchandise <i>e.g., health and beauty needs, food, beverage, and reading materials, etc.</i> 	<ul style="list-style-type: none"> ◆ Upscale gift shop providing a wide variety of merchandise ◆ -Or- property is conveniently connected to shopping area 	4D, PLUS: Variety of first-class shops
SWIMMING POOL		<ul style="list-style-type: none"> ◆ Pool area reflects the use of modest materials and design ◆ Limited amount of furniture ◆ Simple or mixed styles 	<ul style="list-style-type: none"> ◆ Pool area is well appointed with decorative features and design ◆ Good variety of comfortable pool furniture ◆ Weather appropriate pool <i>tbl.</i>, usable at least nine months annually 	3D, PLUS: <ul style="list-style-type: none"> ◆ Pool area reflects the use of upscale materials and design ◆ Includes a water therapy feature <i>e.g., hot tub, whirlpool spa, steam room, sauna, etc.</i> ◆ Food and beverage service is available poolside 	4D, PLUS: <ul style="list-style-type: none"> ◆ Luxurious materials ◆ Leading-edge appointments <i>e.g., in-pool seating, sculptures, water feature, exotic plants and garden, stone/brick surfaces with designer tiles, etc.</i> ◆ Additional poolside amenities <i>e.g., cabanas; Bali beds, umbrellas, lounge</i> ◆ Attendants on duty

OTHER COMMON AREA ATTRIBUTES: (Points allocated as appropriate)

- ◆ Additional Recreation Facilities/Programs
- ◆ Non-use Fee(s)
- ◆ Spa

GUEST ROOM

See Glossary Section – page 12

	1 ECONOMY	2 MID-SCALE	3 MID-SCALE PLUS	4 UPSCALE	5 ULTRA LUXURY
GENERAL DÉCOR STYLE	<ul style="list-style-type: none"> • Predominantly basic materials, design • Minimal function and/or coordination • Adequate level of comfort 	<p>1D. PLUS:</p> <ul style="list-style-type: none"> • Modest enhancements to materials, design • Increased function and/or coordination • Enhanced level of comfort 	<p>2D. PLUS:</p> <ul style="list-style-type: none"> • Residential style • Significant enhancements to materials, design • Well-coordinated, with increased functionality • Obvious degree of comfort 	<p>3D. PLUS:</p> <ul style="list-style-type: none"> • Upscale materials, design and/or function • Exceptional degree of comfort 	<p>4D. PLUS:</p> <ul style="list-style-type: none"> • Luxurious materials • Leading-edge design and effect
BED	<ul style="list-style-type: none"> • Basic materials, design (headboard, bed base and mattress) • -Or- no headboard 	<p>Modestly enhanced materials, design (headboard, bed base, mattress) e.g., quilted, soft top, etc.</p>	<p>2D. PLUS:</p> <ul style="list-style-type: none"> • Decorative headboard • Mattress includes comfort enhancement e.g., pillow top, foam padding, adjustable comfort level, etc. 	<p>3D. PLUS:</p> <ul style="list-style-type: none"> • Upscale materials • Over-sized or custom made headboard, bed base, mattress 	<p>4D. PLUS:</p> <ul style="list-style-type: none"> • Luxurious materials • Leading-edge effect
BEDDING	<ul style="list-style-type: none"> • Basic bed covering materials, design • Bed linens are of common blends (sheer, coarse to touch) • Pillows are of a standard grade (thin Polyester batting) 	<ul style="list-style-type: none"> • Modestly enhanced bed covering materials, design (quilted) • Bed linens are smooth to touch • Pillows are of an enhanced grade (thick Cluster Fiber) 	<p>2D. PLUS:</p> <p>Three accent features e.g., triple sheeting, overstuffed duvet, shirring, bed throw/scarf, multiple pillows, accent pillows/shams</p>	<p>3D. PLUS:</p> <ul style="list-style-type: none"> • Upscale bed covering materials, design • Bed linens are very soft to the touch and tightly woven • Pillows are of an upscale grade e.g., down, natural memory fibers, hypo-allergenic, etc. 	<p>4D. PLUS:</p> <ul style="list-style-type: none"> • Embroidered pillow cases/shams • Luxuriously soft, silk-like feel
FLOOR COVERINGS	<p>Basic materials, design e.g., linoleum/tiling, plain concrete tile, painted concrete, low density pile carpet (with limited padding – floor feels hard), etc.</p>	<p>Modestly enhanced materials, design e.g., floating wood laminate, patterned linoleum/tiling, medium density pile carpet of simple design pattern (with padding that provides average comfort underfoot), etc.</p>	<p>2D. PLUS:</p> <ul style="list-style-type: none"> • Decorative materials and design with patterns, textures or inlays e.g., wood laminates, carpet, ceramic stone/glass tile, polished/stamped concrete, terra cotto, etc. • Hard surfaced floors have decorative area rugs in seating areas and other locations as appropriate 	<p>3D. PLUS:</p> <p>Highest grade materials e.g., wood, marble, granite/ other upscale stone floors, high density pile carpet (with padding that provides exceptional comfort underfoot), etc.</p>	<p>4D. PLUS:</p> <ul style="list-style-type: none"> • Custom inlays or textured enhancements • Leading-edge design and effect • Area rugs are luxurious

GUEST ROOM

(CONTINUED)

See Glossary Section – page 12

	1 ECONOMY	2 MID-SCALE	3 MID-SCALE PLUS	4 UPSCALE	5 ULTRA-LUXURY
FREE FLOOR SPACE	Obviously restricted by size and/or placement of appointments	Modest restrictions due to size and/or placement of appointments	No restrictions, as placement of appointments is well-proportioned to room size and traffic flow	3D PLUS: Room size and placement of appointments provide an obvious degree of spaciousness allowing increased ease of movement for multiple guests	4D PLUS: Room size and placement of appointments provide an abundance of space that contributes to the ultimate level of comfort, privacy and relaxation
FURNITURE QUALITY & DESIGN	<ul style="list-style-type: none"> ◆ Basic materials, design ◆ Minimal function and/or coordination ◆ Adequate level of comfort 	<ul style="list-style-type: none"> ◆ Modest enhancements to materials, design ◆ Increased function and/or coordination ◆ Enhanced level of comfort 	<ul style="list-style-type: none"> ◆ Significant decorative enhancements to materials, design ◆ Well-coordinated, with increased functionality ◆ Obvious degree of comfort 	3D PLUS: <ul style="list-style-type: none"> ◆ Upscale materials e.g., granite/stone, solid wood, polished metals, high-gloss lacquers, veneer finishes with solid wood accents, high-grade laminate sheets, etc. ◆ Distinctive design and/or function e.g., antiques, leather, plush padding, designer fabric, sculptured shapes, crisp line, etc. ◆ Exceptional degree of comfort 	4D PLUS: <ul style="list-style-type: none"> ◆ Exquisite materials ◆ Custom workmanship ◆ Leading-edge design and effect
GUEST INFORMATION		<ul style="list-style-type: none"> ◆ Guest-service directory ◆ Local Business flyers e.g., food, attractions, transportation, etc. ◆ Notepad and pen 	2D PLUS: Enhanced materials, design	3D PLUS: <ul style="list-style-type: none"> ◆ Upscale materials, design ◆ Or- digital format ◆ Additional reading materials 	4D PLUS: <ul style="list-style-type: none"> ◆ Leading-edge effect ◆ Assortment of complimentary daily newspapers (room delivery upon request)
ILLUMINATION	<ul style="list-style-type: none"> ◆ ≥ Three lighting fixtures reflect basic materials, design and/or functionality ◆ Good level of overall illumination 	1D PLUS: Lighting fixtures reflect modest enhancements to materials, design functionality and/or placement	2D PLUS: <ul style="list-style-type: none"> ◆ ≥ Four lighting fixtures reflect decorative materials, design ◆ Well-positioned from multiple sources ◆ Good level of overall illumination at each key task area 	3D PLUS: <ul style="list-style-type: none"> ◆ Upscale materials, design ◆ Excellent level of overall illumination ◆ Superior functionality provides for ambiance options e.g., dimmers, point lighting, multiple switches, remote control and/or natural light sources 	4D PLUS: <ul style="list-style-type: none"> ◆ Custom fixtures of outstanding quality ◆ Leading-edge illumination effect

GUEST ROOM

(CONTINUED)

See Glossary Section – page 12

	1 ECONOMY	2 MID-SCALE	3 MID-SCALE PLUS	4 UPSCALE	5 ULTRA-LUXURY
MIRROR	Less than full-length	<ul style="list-style-type: none"> Full-length mirror Unframed/beveled Or simple metal/wood frame 	<p>2D, PLUS:</p> <ul style="list-style-type: none"> Decorative frame/design enhancement 	<p>3D, PLUS:</p> <ul style="list-style-type: none"> Upscale materials, design 	<p>4D, PLUS:</p> <ul style="list-style-type: none"> Leading-edge effect
SEATING LAYOUT	One chair	Seating for two guests	<p>2D, PLUS:</p> <ul style="list-style-type: none"> Desk chair with arms One fully upholstered chair positioned for television viewing 	<p>3D, PLUS:</p> <ul style="list-style-type: none"> Seating for three guests e.g., loveseat, sofa or two chairs (in addition to desk chair) One additional furniture piece 	<p>4D, PLUS:</p> <ul style="list-style-type: none"> Furniture layout clearly designed for small grouping Two additional furniture pieces
STORAGE HANG SPACE FOR CLOTHING	<ul style="list-style-type: none"> Open wall-mounted clothes rack Basic wire, plastic/non-detachable hangers 	<ul style="list-style-type: none"> Recessed area Detachable wood or heavy metal/plastic hangers 	<ul style="list-style-type: none"> Fully-enclosed area Closet depth is 22 inches and can enclose full-length apparel Matching, open-hook, wood/sculptured plastic hangers (heavy gauge w/metal hook) Some with skirt or pant hanging attachments Ample supply (for two guests) 	<p>3D, PLUS:</p> <ul style="list-style-type: none"> Upscale quality enclosure Two-door width One or more additional features e.g., illumination, drawers, dresser top, shoe rack, walk-in capability, two or more shelves etc. 	<p>4D, PLUS:</p> <ul style="list-style-type: none"> Closet is illuminated Comprehensive selection of hangers for 2-3 guests At least two satin hangers Two or more additional features
STORAGE SPACE SUPPLEMENTARY	<ul style="list-style-type: none"> Open area (shelving/credenza) Or limited drawer space 	<p>1D, PLUS:</p> <ul style="list-style-type: none"> Multiple enclosed drawers Accommodates the unpacked contents of two large suitcases Collapsible metal luggage rack 	<p>2D, PLUS:</p> <ul style="list-style-type: none"> Closet provides sufficient space for one piece of luggage Collapsible wood luggage rack Or decorative bench available 	<p>3D, PLUS:</p> <ul style="list-style-type: none"> Sufficient space for two pieces of luggage Upgraded wooden racks/designer-style benches Accommodates the unpacked contents of three large suitcases 	<p>4D, PLUS:</p> <ul style="list-style-type: none"> Sufficient space to store all guest luggage out of sight

GUEST ROOM

(CONTINUED)

See Glossary Section—page 12

	1 ECONOMY	2 MID-SCALE	3 MID-SCALE PLUS	4 UPSCALE	5 ULTRA-LUXURY
TELEVISION TYPE & PLACEMENT	<ul style="list-style-type: none"> ◆ Standard CRT TV ◆ Remote control 	<p>1D. PLUS:</p> <ul style="list-style-type: none"> ◆ ≤ 32 inch flat panel ◆ Channel directory ◆ One additional feature e.g., all-in-one multimedia hub, high-definition channels, free pay movie channels, digital art/property information, mood effects, etc. 	<p>2D. PLUS:</p> <ul style="list-style-type: none"> ◆ ≥ 32 inch flat panel ◆ Multiple viewing angles ◆ Two additional features 	<p>3D. PLUS:</p> <ul style="list-style-type: none"> ◆ Cables and cords are hidden from view ◆ Three additional features 	<p>4D. PLUS:</p> <p>Custom enhancement e.g., framing, remote enclosure, mirrored screen, etc.</p>
VENTILATION	<ul style="list-style-type: none"> ◆ Window style air-conditioning units ◆ Heat and/or air conditioning available on a seasonal basis as needed 	<ul style="list-style-type: none"> ◆ Heat and air conditioning available on demand ◆ Conveniently located through-wall HVAC units ◆ Easily accessible controls 	<p>2D. PLUS:</p> <ul style="list-style-type: none"> ◆ Modern and quiet ◆ Digital thermostat control on wall 	<p>3D. PLUS:</p> <p>Central system</p>	<p>4D. PLUS:</p> <p>Quiet and inconspicuous form and function</p>
WALL COVERINGS	<ul style="list-style-type: none"> ◆ Basic materials, design e.g., under bleed/ block, pre-fab modular laminate paneling, wallpaper, etc. 	<ul style="list-style-type: none"> ◆ Modest enhancements e.g., drywall with basic paint finish or plain vinyl covering, etc. ◆ Rubber or vinyl baseboards 	<ul style="list-style-type: none"> ◆ Decorative enhancements e.g., expert-smooth painted drywall with/without textured finish (knockdown, orange peel, comb, stip brush, etc.), plaster/Venetian plaster, vinyl coverings/wood planks/veneer/stone, accent wall(s), etc. ◆ Wood/ceramic tile/carpet baseboards 	<p>3D. PLUS:</p> <ul style="list-style-type: none"> ◆ One upscale design enhancement e.g., furniture-finish wood planking, soft wall coverings, wainscot, crown/cove molding, architectural feature, etc. ◆ Oversized (>4") wood/stone baseboards 	<p>4D. PLUS:</p> <p>Leading-edge effect</p>
WALL HANGINGS/ DECORATIVE ENHANCEMENTS	<ul style="list-style-type: none"> ◆ Poster(s) or common artwork with unframed/thin, unenhanced wood, metal, or plastic frame(s) ◆ Common bric-a-brac 	<p>1D. PLUS:</p> <ul style="list-style-type: none"> ◆ Enhanced frame(s) ◆ -Or- other modest appointments 	<p>Well-coordinated, decorative appointments</p>	<p>3D. PLUS:</p> <p>Varied assortment that provides a distinctive or thematic upscale appeal</p>	<p>4D. PLUS:</p> <p>Variety of styles and accent pieces e.g., limited edition prints, canvas art, tapestries, or lithographs with enhanced matting and preservation frames, assorted artful pieces, sculptures, etc.</p>

GUEST ROOM

(CONTINUED)

See Glossary Section – page 12

	1 ECONOMY	2 MID-SCALE	3 MID-SCALE PLUS	4 UPSCALE	5 ULTRA-LUXURY
WINDOW COVERINGS	Basic window covering provides for guest privacy	1D, PLUS: Modestly enhanced materials, design or function e.g., blackout effect, blinds, full-length drapes, shutters, sheers, fabric side panels, rods w/finials, valance, glass treatment, cornice, etc.	2D, PLUS: Decorative enhancements reflect residential design	3D, PLUS: The overall treatments are upscale and provide a significant visual interest	4D, PLUS: • Custom design, luxurious fabrics • Leading-edge effect
WORK SPACE/ WRITING SURFACE <small>(A writing surface is judged on the basis of available space)</small>	<ul style="list-style-type: none"> ♦ Minimal area e.g., duplex, duplex, or small tasktable ♦ Sufficient space for a laptop computer and one 8x10 inch item 	<ul style="list-style-type: none"> ♦ Medium-sized desk or task table ♦ Sufficient space for a laptop computer and two 8x10 inch items 	<ul style="list-style-type: none"> ♦ Large desk or task table ♦ Sufficient space for a laptop computer and three 8x10 inch items ♦ Electrical outlet at desktop (for guest use) 	<ul style="list-style-type: none"> ♦ 3D, PLUS: • Sufficient space for a laptop computer and four 8x10 inch items ♦ Multiple electrical outlets at desktop 	<ul style="list-style-type: none"> ♦ 4D, PLUS: • Space is driven by unique style/design ♦ Uncoltered, with efficient functionality

OTHER GUEST ROOM ATTRIBUTES: (Points allocated as appropriate)

- | | |
|---|---|
| <ul style="list-style-type: none"> ♦ Ceilings ♦ Coffee Maker ♦ Internet ♦ Iron & Board ♦ Microwave ♦ Non-use Fee(s) ♦ Pillows & Blankets; Extra Availability | <ul style="list-style-type: none"> ♦ Refrigerator / Honor bar ♦ Robes ♦ Safe ♦ Slippers ♦ Technology ♦ Umbrella |
|---|---|



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BATHROOM

See Glossary Section – page 12

	1 ECONOMY	2 MID-SCALE	3 MID-SCALE PLUS	4 UPSCALE	5 ULTRA LUXURY
GENERAL DECOR STYLE	<ul style="list-style-type: none"> • Predominantly basic materials, design • Minimal function and/or coordination • Adequate level of comfort 	<p>1D, PLUS:</p> <ul style="list-style-type: none"> • Modest enhancements to materials, design • Increased function and/or coordination • Enhanced level of comfort 	<p>2D, PLUS:</p> <ul style="list-style-type: none"> • Residential style • Significant enhancements to materials, design • Well-coordinated, with increased functionality • Obvious degree of comfort 	<p>3D, PLUS:</p> <ul style="list-style-type: none"> • Upscale materials, design and/or function • Exceptional degree of comfort 	<p>4D, PLUS:</p> <ul style="list-style-type: none"> • Luxurious materials • Leading-edge design and effect
CABINETS		Skirting partially conceals plumbing	Skirting completely conceals plumbing	<p>3D, PLUS:</p> <ul style="list-style-type: none"> • Upscale, furniture-finished skirting • Enclosed cabinetry • Multiple shelving and/or drawers 	<p>4D, PLUS:</p> <ul style="list-style-type: none"> • Leading-edge effect
COUNTER/ SHELF SPACE AVAILABLE	Basic materials, design e.g. glass shelving, wood, or stone finishes	<p>1D, PLUS:</p> <ul style="list-style-type: none"> • Moderately-enhanced materials, design e.g. board acrylic, colored marble/granite, etc. • ≥ 3 sq. ft. 	<p>2D, PLUS:</p> <ul style="list-style-type: none"> • Decorative materials, design e.g. granite, ceramic tile, etc. • ≥ 6 sq. ft. 	<p>3D, PLUS:</p> <ul style="list-style-type: none"> • Upscale materials, design e.g. marble or other solid stone • ≥ 8 sq. ft. 	<p>4D, PLUS:</p> <ul style="list-style-type: none"> • Leading-edge effect • Multiple counters and/or shelves
FLOOR COVERINGS	Basic materials, design e.g. linoleum/vinyl, painted concrete, etc.	Moderately enhanced materials, design e.g. ceramic tile, patterned linoleum/vinyl, etc.	Decorative materials and design with patterns, textures or inlays e.g., ceramic stone/glass tile, polished/stamped concrete, terra cotta, etc.	<p>3D, PLUS:</p> <ul style="list-style-type: none"> • Highest grade materials e.g., marble, granite/ other upscale stone floors, etc. • Hard surfaced floors have area rug(s) as appropriate 	<p>4D, PLUS:</p> <ul style="list-style-type: none"> • Custom inlays or textured enhancements • Leading-edge design and effect • Area rugs are luxurious
FREE FLOOR SPACE	Obviously restricted by size and/or placement of appointments	Modest restrictions due to size and/or placement of appointments; (If vanity area is separate from the toilet area, it is positioned in plain view of the guest room)	No restrictions, as placement of appointments is well-proportioned to room size and traffic flow; (If vanity area is separate from the toilet area, it is positioned in restricted view from the rest of the guest room)	<p>3D, PLUS:</p> <ul style="list-style-type: none"> • Room size and placement of appointments provide an obvious degree of spaciousness, allowing increased ease of movement 	<p>4D, PLUS:</p> <ul style="list-style-type: none"> • Room size and placement of appointments provide an abundance of space that contributes to the ultimate level of comfort and relaxation for multiple guests

BATHROOM

(CONTINUED)

See Glossary Section – page 12

	1 ECONOMY	2 MID-SCALE	3 MID-SCALE PLUS	4 UPSCALE	5 ULTRA-LUXURY
ILLUMINATION	<ul style="list-style-type: none"> Basic lighting fixtures Good level of overall illumination 	1D PLUS: Modestly enhanced lighting fixtures e.g., beveled case style, Hollywood bulbs, enhanced glass/plastic cover, etc.	2D PLUS: Decorative lighting fixtures Multiple bulbs and covers	3D PLUS: Upscale design and materials Multiple locations Illuminated shower Excellent level of overall illumination at each location	4D PLUS: Custom function(s) provides for ambience options e.g., dimmers, point lighting, multiple switches, and/or natural light sources Leading-edge illumination effect
MIRROR	Basic materials, design	<ul style="list-style-type: none"> Modest design/size enhancement ≥ 12 sq. ft. 	2D PLUS: Decoratively framed/designed e.g., floating	3D PLUS: Upscale materials, design ≥ 15 sq. ft.	4D PLUS: Leading-edge effect e.g., solution, defogger, built-in lighting, etc.
PERSONAL CARE <i>(If eco-friendly options exist, dispensers must coordinate with General Decor Style as described previously)</i>	Two small (< 1/4 oz.) bars of soap (or equivalent)	1D PLUS: <ul style="list-style-type: none"> Two medium (≥ 1/4 oz.) bars of soap One packet or bottled item Modest presentation 	2D PLUS: Multi-piece personal care package includes: <ul style="list-style-type: none"> One large (≥ 1 1/4 oz.) bar of soap One medium (≥ 1/4 oz.) bar of soap Two (≥ 1/4 oz.) bottled items Decorative presentation	3D PLUS: Enhanced by fragrance, natural supplement, packaging, etc., includes: <ul style="list-style-type: none"> Two large (≥ 1 1/4 oz.) bars of soap (or equivalent) Three (≥ 1 oz.) bottled items Two additional items Upscale presentation	4D PLUS: Lustrous selection of fashionable bath products Ample sized (≥ 1 1/2 oz.) bars of soap and bottled items (≥ 1 1/4 oz.) Leading-edge effect
SHOWER BASE <i>(If separate from tub or shower only)</i>	Basic materials, design e.g., fiberglass, metal, etc.	<ul style="list-style-type: none"> Modestly enhanced materials e.g., acrylic, ceramic tile, etc. -Or- design e.g., irregular shape, rectangular, rounded corner or neo angle, etc. 	2D PLUS: Decorative materials, design e.g., ceramic tile, cultured marble granite > 9 sq. ft.	<ul style="list-style-type: none"> Upscale materials, design e.g., marble, granite, stone/porcelain tiles > 12 sq. ft. 	4D PLUS: Leading-edge effect Custom treatment Separate shower and tub
SHOWER CURTAIN/DOOR	Basic materials, design e.g., plastic or vinyl curtain	<ul style="list-style-type: none"> Modest materials, design enhancement Lightweight curtain e.g., vinyl polyester -Or- acrylic door with aluminum frame 	2D PLUS: Decorative materials, design Double curtain -Or- lightweight glass door with aluminum frame -Or- door less design	3D PLUS: Upscale materials, design e.g., linen texture, nylon, hemp, canvas/cotton-poly blend -Or- heavyweight glass door with/without metal frame	4D PLUS: Leading-edge effect Fixed door enclosure (etched, frosted, embossed, tinted, etc.)

BATHROOM

(CONTINUED)

See Glossary Section – page 12

	1 ECONOMY	2 MID-SCALE	3 MID-SCALE PLUS	4 UPSCALE	5 ULTRA-LUXURY
SHOWER FIXTURES	<ul style="list-style-type: none"> Basic metal or plastic Single function Fixed showerhead 	1D, PLUS: <ul style="list-style-type: none"> Plastic fixture Multiple settings 	2D, PLUS: <ul style="list-style-type: none"> Decorative materials, design Metal finish Single/multiple settings 	3D, PLUS: <ul style="list-style-type: none"> Upscale materials, design 	4D, PLUS: <ul style="list-style-type: none"> Custom water features, e.g., body jets, hand-held sprayers, multiple showerheads, panel systems, steam shower, etc.
SINK	<ul style="list-style-type: none"> Basic materials, design Wall-mounted (no base) 	1D, PLUS: <ul style="list-style-type: none"> Wall-mounted, vanity style Modest enhancement to materials, design Self-rimming porcelain/porcelain on steel -Or- seamless poured acrylic or cultured marble/granite 	2D, PLUS: <ul style="list-style-type: none"> Decorative materials, design e.g., under-mounted, pedestal, vessel, etc. 	3D, PLUS: <ul style="list-style-type: none"> Upscale materials and/or functionality e.g., glass, stainless steel, colored vitreous china, brass, nickel, copper, marble, real/synthetic stone, etc. 	4D, PLUS: <ul style="list-style-type: none"> Multiple sinks
TOILET	<ul style="list-style-type: none"> Basic design Two-piece, round (with/without lid) 	Two-piece, elongated (with lid)	2D, PLUS: <ul style="list-style-type: none"> Decorative design enhancement 	3D, PLUS: <ul style="list-style-type: none"> Upscale design -Or- increased functionality Recessed area 	4D, PLUS: <ul style="list-style-type: none"> Enclosed toilet-only area
TOWELS	<ul style="list-style-type: none"> Basic, lightweight Rough to touch Low absorbency Displayed on caddies 	1D, PLUS: <ul style="list-style-type: none"> Modest enhancements in design Displayed on bars and/or shelves 	2D, PLUS: <ul style="list-style-type: none"> Medium weight Soft to touch Medium absorbency 	3D, PLUS: <ul style="list-style-type: none"> Heavyweight Plush to touch Firm, self-supporting feel Premium cotton with high absorbency 	4D, PLUS: <ul style="list-style-type: none"> Generous sized towels or bath sheets Luxurious appearance, with intricate and detailed enhancements to design
TUB (If available)	<ul style="list-style-type: none"> Basic materials e.g., fiberglass, acrylic, porcelain on steel, etc. Straight sided rectangular design < 5 ft. length -Or- one-piece fiberglass tub and shower surround combination 	1D, PLUS: <ul style="list-style-type: none"> Standard size (5 ft. length x 2.5 ft. width) 	2D, PLUS: <ul style="list-style-type: none"> Decoratively enhanced materials, design 	<ul style="list-style-type: none"> Upscale materials, design e.g., oversized (>5ft. length x 2.5 ft. width) oval, round/free form And/or enhanced functionality e.g., water jets, handheld sprayer, etc. 	4D, PLUS: <ul style="list-style-type: none"> Leading-edge effect e.g., two-piece capability, European soaking style, contoured back, built-in lumbar back support, etc.

BATHROOM

(CONTINUED)

See Glossary Section - page 12

	1 ECONOMY	2 MID-SCALE	3 MID-SCALE PLUS	4 UPSCALE	5 ULTRA-LUXURY
TUB / SHOWER SURROUND	Basic materials, design e.g. fibreglass, metal, etc.	Modest enhancements to materials, design e.g. acrylic, ceramic tile, etc.	<ul style="list-style-type: none"> Decorative materials, design Ceramic tile/solid surface e.g. cultured marble/granite, composite, etc. Tub and shower height soap dishes 	3D, PLUS: <ul style="list-style-type: none"> Upscale materials, design Solid surface e.g. marble, granite, stone or glass/porcelain tiles 	4D, PLUS: <ul style="list-style-type: none"> Leading-edge effect Custom treatment Integrated seating/shelving
WALL COVERINGS	<ul style="list-style-type: none"> Basic materials, design e.g. brick, block/brick, prefab modular laminate paneling, wallpaper, etc. 	<ul style="list-style-type: none"> Modest enhancements e.g. drywall with basic paint finish or plain vinyl coverings, etc. Rubber or vinyl baseboards 	<ul style="list-style-type: none"> Decorative enhancements e.g. expert-smooth painted drywall with/without textured finish (knockdown, orange peel, comb, slip brush, etc.), plaster/Venetian plaster, vinyl coverings/wood planks/wallpapers/stone, accent walls, etc. Wood/ceramic tile baseboards 	3D, PLUS: <ul style="list-style-type: none"> One upscale design enhancement e.g. furniture-finish wood planking, wainscot, crown/cove molding, architectural features, etc. Over-sized (>4") wood/stone tile baseboards 	4D, PLUS: Leading-edge effect
WALL FINANCINGS / DECORATIVE ENHANCEMENTS		One modest appointment	<ul style="list-style-type: none"> One-piece of decorative artwork -Or- other decorative appointment 	3D, PLUS: <ul style="list-style-type: none"> Upscale artwork -Or- other appointments that provide a distinctive or thematic upscale appeal 	4D, PLUS: Variety of styles and accent pieces e.g. framed art, mounted or free piece sculptures, floral displays or plants

OTHER BATHROOM ATTRIBUTES: (Points allocated as appropriate)

- ◆ Ceilings
- ◆ Hair Dryer
- ◆ Makeup Mirror
- ◆ Nightlight
- ◆ Scale
- ◆ Telephone
- ◆ Television
- ◆ Vanity Seating

3

SECTION

ADDITIONAL INFORMATION

The AAA Four and Five Diamond Ratings

These prestigious ratings are achieved by a small percentage of all Approved properties — typically the most luxurious and pampering properties throughout North America. Less than one half of 1 percent of AAA Approved lodgings receive the Five Diamond Rating, while less than 5 percent receive the Four Diamond Rating. Establishments at these rating levels must consistently reflect upscale and extraordinary characteristics in their physical attributes and guest services.



Four and Five Diamond Service Expectations

AAA Four Diamond Properties

Properties identified by AAA as potential candidates for the Four Diamond Rating must employ competent, full-time personnel who provide guests with a comprehensive level of hospitality. Key guest service interaction points are:

- ◆ PHONE OPERATIONS
- ◆ ARRIVAL AND DEPARTURE
- ◆ CHECK IN/OUT
- ◆ LUGGAGE ASSISTANCE
- ◆ ROOM DELIVERY
- ◆ HOUSEKEEPING
- ◆ GENERAL/CONCIERGE SERVICES

AAA Five Diamond Properties

Properties identified by AAA as potential candidates for the Five Diamond Rating undergo multiple unannounced evaluations by a AAA inspector and a final decision by a panel of experts. Properties that receive the Five Diamond Rating are subject to rigorous on-site assessments of all guest service areas. Each section is assigned a point value based on the overall levels of competency, refinement, and hospitality.

AAA Hospitality Standards

1...Reservation Services

- ◆ Operator answers telephone within three rings
- ◆ Operator extends an appropriate greeting
- ◆ Reservationist thanks caller for contacting the property
- ◆ Reservationist provides an appropriate introduction to guest
- ◆ Reservationist addresses caller by name as appropriate for the manner of the guest
- ◆ Reservationist anticipates caller's needs or offers a personalized recommendation
- ◆ Reservationist provides rate structure and room availability
- ◆ Reservationist provides an overview of facilities and services
- ◆ Reservationist exhibits competent/accurate knowledge of all associated facilities and hours of operation
- ◆ Reservationist reviews reservation request
- ◆ Reservationist exhibits a sincere desire to comply with all guest requests
- ◆ Reservationist is efficient and sensitive to the manner of the guest
- ◆ Reservationist extends an appropriate closing
- ◆ Property provides follow-up reservation confirmation in advance of arrival
- ◆ The guest feels well served

2...Arrival Services

- ◆ Cars in queue are acknowledged and appropriately handled on arrival
- ◆ Attendant promptly opens the car door
- ◆ Attendant extends an appropriate welcome
- ◆ Attendant provides an appropriate introduction
- ◆ Attendant confirms guest's name
- ◆ Attendant uses guest's name as appropriate for the manner of the guest
- ◆ Attendant explains parking procedures
- ◆ Valet parking is offered
- ◆ Attendant promptly offers to unload luggage
- ◆ Attendant explains luggage handling procedures
- ◆ Attendant provides unsolicited direction to registration area
- ◆ Attendant anticipates guest's needs or offers a personalized recommendation
- ◆ Attendant is efficient and sensitive to the manner of the guest
- ◆ Attendant exhibits a sincere desire and compliance to all guest requests
- ◆ Attendant or lobby greeter escorts guest to the appropriate area
- ◆ Attendant extends an appropriate closing
- ◆ The guest feels well served

3...Check In Services

- ◆ Attendant extends an appropriate welcome
- ◆ Attendant provides an appropriate introduction
- ◆ Attendant confirms guest's name
- ◆ Attendant addresses guest by name during initial greeting
- ◆ Attendant uses guest's name as appropriate for the manner of the guest



- ◆ Preregistered guests are not solicited for additional information
- ◆ Attendant confirms rate and type of room
- ◆ Attendant discreetly provides room number
- ◆ Attendant provides all registration materials to the guest in a manner that is convenient for the guest
- ◆ Attendant exhibits a sincere desire and compliance to all guest requests
- ◆ Attendant anticipates guest's needs or offers a personalized recommendation
- ◆ Attendant is efficient and sensitive to the manner of the guest
- ◆ Escort of guest and belongings to room is seamless
- ◆ Attendant extends an appropriate closing
- ◆ The guest feels well served

4...Bell Services (Check in)

- ◆ Attendant extends an appropriate greeting
- ◆ Attendant uses guest's name as appropriate for the manner of the guest
- ◆ Attendant takes the initiative in providing information about all facilities
- ◆ Attendant anticipates guest's needs or offers a personalized recommendation
- ◆ Attendant exhibits a sincere desire and compliance to all guest requests
- ◆ Attendant places luggage on luggage stand or in appropriate area
- ◆ Attendant explains features and functions of room
- ◆ Attendant offers to fill ice bucket
- ◆ Attendant is efficient and sensitive to the manner of the guest
- ◆ Attendant extends an appropriate closing
- ◆ The guest feels well served

5...Evening Housekeeping Services

- ◆ Attendant folds back or removes bedding as appropriate
- ◆ Attendant straightens bathroom
- ◆ Attendant refolds toilet tissue point
- ◆ Attendant cleans soiled surfaces
- ◆ Attendant replaces or straightens (if reuse elected by guest) used towels
- ◆ Attendant replenishes used amenities
- ◆ Attendant empties wastebasket
- ◆ Attendant adjusts drapes as appropriate for manner of the guest
- ◆ Attendant adjusts room lighting



- ◆ Attendant delivers gift amenity such as goodnight wish or chocolates
- ◆ Attendant refreshes ice
- ◆ Attendant replaces used glasses
- ◆ Attendant displays evening services available to the guest, such as: laundry, room service or shoeshine information
- ◆ Attendant leaves personalized message for guest
- ◆ There is additional evidence of personalized services
- ◆ The guest feels well served

6...Wake-Up Call Services

- ◆ Service number is answered within three rings
- ◆ Operator extends an appropriate greeting
- ◆ Operator uses guest's name as appropriate for the manner of the guest
- ◆ Operator anticipates guest's needs or offers a personalized recommendation
- ◆ Operator is efficient and sensitive to the manner of the guest
- ◆ Operator extends an appropriate closing
- ◆ The guest feels well served
- ◆ Live call is received within five minutes of requested time
- ◆ Message includes an appropriate greeting
- ◆ Message includes the use of guest's name as appropriate for the manner of the guest
- ◆ Message includes time of call
- ◆ Operator anticipates guest's needs or offers a personalized recommendation
- ◆ Operator is efficient and sensitive to the manner of the guest
- ◆ Operator extends an appropriate closing
- ◆ The guest feels well served

7A...Room Service (Order Services)

- ◆ Service is available 24/7
- ◆ Service number is answered within three rings
- ◆ Operator extends an appropriate greeting
- ◆ Operator uses guest's name as appropriate for the manner of the guest
- ◆ Operator exhibits a sincere desire and compliance to all guest requests
- ◆ Operator anticipates guest's needs or offers a personalized recommendation
- ◆ Operator repeats order to guest for confirmation
- ◆ Operator is efficient and sensitive to the manner of the guest
- ◆ Operator provides time estimate for delivery (within 30 minutes)
- ◆ Operator extends an appropriate closing
- ◆ The guest feels well served

7B...Room Service (Delivery Services)

- ◆ Delivered within five minutes of operator's commitment (guest is notified in advance if more than five minutes early)
- ◆ Attendant extends an appropriate greeting
- ◆ Attendant uses guest name as appropriate for the manner of the guest
- ◆ Attendant exhibits a sincere desire and compliance to all guest requests
- ◆ Attendant anticipates guest's needs or offers a personalized recommendation
- ◆ Attendant confirms tray/table placement
- ◆ Attendant is appropriately conversant during set-up and delivery
- ◆ Attendant reviews guest order
- ◆ Attendant ask guest's permission to prepare table, pour beverage and remove food cover(s); acts accordingly
- ◆ Food presentation and quality of ingredients reflect an upscale experience
- ◆ All appropriate dishware and linens are of an upscale quality
- ◆ All food is served at the proper temperature
- ◆ All food is prepared as ordered
- ◆ Attendant provides written or spoken instructions for table/tray removal
- ◆ Attendant is efficient and sensitive to the manner of the guest
- ◆ Attendant extends an appropriate closing
- ◆ Trays/tables are removed within 15 minutes, on request
- ◆ The guest feels well served



- ◆ Attendant exhibits a sincere desire and compliance to all guest requests
- ◆ Attendant anticipates guest's needs or offers a personalized recommendation
- ◆ Attendant is appropriately conversant with guest while providing assistance
- ◆ Attendant is efficient and sensitive to the manner of the guest
- ◆ Attendant extends an appropriate closing
- ◆ The guest feels well served

9...Check Out Services

- ◆ Attendant recognizes waiting guests appropriately
- ◆ Attendant extends an appropriate greeting
- ◆ Attendant confirms guest's name
- ◆ Attendant uses guest's name as appropriate for the manner of the guest
- ◆ Attendant inquires about guest stay or converses as otherwise appropriate with guest
- ◆ Attendant exhibits a sincere desire and compliance to all guest requests
- ◆ Attendant places a copy of bill for review into the guest's hand
- ◆ Attendant confirms payment method
- ◆ Attendant presents guest folio options as appropriate
- ◆ Attendant expresses a sincere thank you for staying at the property
- ◆ Attendant sincerely encourages guest to return
- ◆ Attendant anticipates guest's needs or offers a personalized recommendation
- ◆ Attendant is efficient and sensitive to the manner of the guest
- ◆ Attendant extends an appropriate closing
- ◆ The guest feels well served

8...Bell Services (Check Out)

- ◆ Service number is answered within three rings
- ◆ Operator extends an appropriate greeting
- ◆ Operator uses guest's name as appropriate for the manner of the guest
- ◆ Operator exhibits a sincere desire and compliance to all guest requests
- ◆ Operator anticipates guest's needs or offers a personalized recommendation
- ◆ Operator offers to retrieve car or arrange other transportation
- ◆ Operator is efficient yet and sensitive to the manner of the guest
- ◆ Operator extends an appropriate closing
- ◆ The guest feels well served
- ◆ Attendant arrives within five minutes of request
- ◆ Attendant extends an appropriate greeting
- ◆ Attendant uses guest's name as appropriate to the manner of the guest

10...Departure Services

- ◆ Given adequate notice, the guest's vehicle is waiting or alternate transportation is readily available
- ◆ Attendant extends an appropriate greeting
- ◆ Attendant uses guest's name as appropriate for the manner of the guest
- ◆ Attendant anticipates guest's needs or offers a personalized recommendation
- ◆ Attendant is appropriately conversant with guest
- ◆ Attendant reviews all of guest's belongings and their placement in vehicle
- ◆ Attendant opens and closes door for guest(s)
- ◆ Attendant is efficient and sensitive to the manner of the guest
- ◆ Attendant exhibits a sincere desire and compliance to all guest requests
- ◆ Attendant extends an appropriate closing
- ◆ The guest feels well served

11...Concierge Services

- ◆ Concierge is on duty or a "special services" number is available for guest use 24/7
- ◆ Attendant extends an appropriate greeting
- ◆ Attendant uses guest's name as appropriate for the manner of the guest
- ◆ Associate exhibits a sincere desire and compliance to all guest requests
- ◆ Attendant anticipates guest's needs or offers a personalized recommendation
- ◆ Attendant demonstrates an extensive knowledge of all area attractions and services
- ◆ Attendant fulfills guest's special request(s)
- ◆ Attendant is efficient and sensitive to the manner of the guest
- ◆ Attendant extends an appropriate closing
- ◆ The guest feels well served



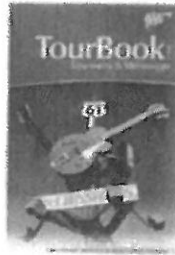
12...Miscellaneous Staff Services

- ◆ All associates exhibit a professional vocabulary devoid of slang
- ◆ Guests are graciously provided directions or offered assistance via escort on request
- ◆ All associates consistently maintain eye contact with guests
- ◆ There is evidence that all associates are empowered by management to resolve guest issues immediately
- ◆ All staff associates fulfill guest's special requests
- ◆ All phone calls are answered within three rings
- ◆ All associates are appropriately attired; name tags are clearly visible
- ◆ All associates demonstrate appropriate behavior
- ◆ All associates demonstrate appropriate hygiene
- ◆ Short-notice pressing is available
- ◆ Shoeshine service is available
- ◆ At least one food and beverage outlet is comparable to a Four or Five Diamond Rating

The Listing

ONCE A PROPERTY IS APPROVED, AAA PUBLISHING DETERMINES THE CONTENT AND FORMAT OF LISTINGS IN OUR PRODUCTS. The basic property information, which contains no advertising or promotional verbiage, is published in AAA products at no cost to the establishment.

Listing copy describing the lodging is based in part on objective information provided by the establishment. This listing information is updated annually, and establishments are contacted accordingly. Failure to provide listing information in a timely manner may result in the deletion of your establishment from our products.



Listings also include narrative description composed by AAA's professionally trained inspectors. Inspectors employ a degree of skilled subjectivity to convey the feel of an experience to AAA members.

AAA Approved and Diamond Rated lodgings are eligible to participate in AAA's Official Appointment licensing program that entitles the establishment to use the renowned AAA (CAA in Canada) emblem and Diamond Rating in advertising and promotions. This program also entitles the establishment to an enhanced listing in AAA publications. AAA Approved and Diamond Rated lodgings are also eligible to purchase display advertising in AAA publications.

Separate Lodging Listing Criteria

To enhance travel information for AAA members, AAA inspectors will identify those establishments that provide distinctly separate hotel experiences within a single resort property, surrounding complex or contiguous structure. The following criteria will be applied to determine if an establishment is eligible for separate listing consideration. If qualified, each entity will be designated with a Diamond Rating utilizing the guidelines outlined on pages 13-34.

AAA SEPARATE LODGING LISTING CRITERIA	Diamond Rating				
	1	2	3	4	5
Property is open to the public on a full-time basis	✓	✓	✓	✓	✓
Property name/brand is distinctly different	✓	✓	✓	✓	✓
Property contact phone number is exclusive	✓	✓	✓	✓	✓
Concept/Theme is distinctly different	✓	✓	✓	✓	✓
Marketing program is distinctly different and exclusive to the property	✓	✓	✓	✓	✓
Booking capability is exclusive to the property	✓	✓	✓	✓	✓
All consumer media channels position the property as a separate entity	✓	✓	✓	✓	✓
Property is clearly distinct by virtue of a separate wing, tower or series of contiguous floors	✓	✓	✓	✓	✓
Primarily, property access is restricted to registered guests for the brand				✓	✓
Staff is clearly identifiable with the brand (uniform, manner) and solely dedicated to the property				✓	✓
Exterior entrances are exclusive to the property				✓	✓
Reception area is solely dedicated to the property				✓	✓
Common areas/facilities are separate and exclusively dedicated to the property				✓	✓
Arrival process is solely dedicated to the property				✓	✓
In-room services are solely dedicated to the property				✓	✓
Concierge services are solely dedicated to the property				✓	✓

A property must clearly qualify as a distinct and separate experience. We do not consider the following examples as separate listings:

- Concierge levels that offer upgraded amenities and sometimes a higher level of service.
- Resort sections or buildings which, although separate, are not clearly differentiated.
- Exclusive sections of hotels/resorts which require additional membership qualifications and, therefore, are not readily available for use by AAA members.

FYI Designation

This designation identifies properties that have not been Diamond Rated by a AAA inspector, but are notable and offer potential member value. These properties are unrated due to one of the following reasons:

- The property is too new to rate.
- The property is under construction.
- The property is undergoing extensive renovations.
- The property has not been evaluated.
- The property does not meet all Approval Requirements.

Lodging Classifications

ALL DIAMOND RATED LODGINGS ARE CLASSIFIED USING KEY DESCRIPTIVE ELEMENTS.

STYLE OF OPERATION

Bed and Breakfast: Typically owner-operated with a high degree of personal touches. Guests are encouraged to interact during evening and breakfast hours. A continental or full, hot breakfast is included in the room rate.

Cabin: Often located in wooded, rural or waterfront locations. Freestanding units are typically rustic and of basic design. As a rule, essential cleaning supplies, kitchen utensils and complete bed and bath linens are supplied.

Condominium: Apartment-style accommodations of varying design or décor, units often contain one or more bedrooms, a living room, a full kitchen and an eating area. As a rule, essential cleaning supplies, kitchen utensils and complete bed and bath linens are supplied.

Cottage: Often located in wooded, rural or waterfront locations. Freestanding units are typically home-style in design and décor. As a rule, essential cleaning supplies, kitchen utensils and complete bed and bath linens are supplied.

Country Inn: Although similar in definition to a bed and breakfast, country inns are usually larger in scale with spacious public areas and offer a dining facility that serves breakfast and dinner.

Hotel: Typically a multistory property with interior room entrances and a variety of guest unit styles. The magnitude of the public areas is determined by the overall theme, location and service level, but may include a variety of facilities such as a restaurant, shops, a fitness center, a spa, a business center and meeting rooms.

House: Freestanding units of varying home-style design. Typically larger scale, often containing two or more bedrooms, a living room, a full kitchen, a dining room and multiple bathrooms. As a rule, essential cleaning supplies, kitchen utensils and complete bed and bath linens are supplied.

Motel: A one- or two-story establishment with exterior room entrances and drive up parking. Public areas and facilities are often limited in size and/or availability.

Ranch: Typically a working ranch featuring an obvious rustic, Western theme, equestrian-related activities and a variety of guest unit styles.

SUBCLASSIFICATIONS (IF APPLICABLE)

Boutique: Often thematic, typically informal yet highly personalized; may have a luxurious or quirky style that is fashionable or unique.

Casino: Extensive gambling facilities are available, such as blackjack, craps, keno and slot machines.

Classic: Renowned and landmark properties, older than 50 years, well known for their unique style and ambience.

Contemporary: Overall theme reflects characteristics of present mainstream trends.

Extended Stay: Offers a predominance of long-term accommodations with a designated full-service kitchen area within each unit.

Historic: Over 75 years old with one of the following documented historical features:

- Maintains the integrity of the historical nature
- Listed on the National Register of Historic Places
- Designated a National Historic Landmark or located in a National Register Historic District

Resort: Extensive recreational facilities and programs may include golf, tennis, skiing, fishing, water sports, spa treatments or professionally guided activities.

Retro: Overall theme reflects a contemporary design that reinterprets styles from a past era.

Vacation Rental: Typically houses, condos, cottages or cabins; these properties are "home away from home" self-catering accommodations.

Vintage: Overall theme reflects upon and maintains the authentic traits and experience of a past era.

Accessibility



Accessible Features Icon

Denotes a property that has some accessible features. It may be fully accessible, semi-accessible, or meet some of the needs of hearing-impaired individuals.

Accessibility is not a requirement for listing and will not affect your Diamond Rating. However, we strongly encourage you to make every effort to meet the needs of all your guests – including the mature traveler and those with disabilities.

Member Comment Procedures

AAA MEMBER RELATIONS CLOSELY MONITORS THE NUMBER AND TYPE OF COMMENTS SUBMITTED ABOUT APPROVED PROPERTIES. All comments are carefully reviewed for validity and included as part of the property record. If complaints are received, AAA will notify the establishment to provide an opportunity to respond and resolve the matter within a reasonable period of time. If a member complaint is determined to be of an extreme nature, AAA may act to disapprove a property immediately.

If a property is disapproved for member complaints, a written request for a re-evaluation may be submitted, accompanied by an explanation of the actions taken to limit future complaints. **Note:** Properties may not reapply until one year has passed from the date of disapproval.

All requests may be addressed to:

AAA Tourism Information Development
1000 AAA Drive, Mailstop 51
Heathrow, FL 32746-5063

Green Programs

AAA SUPPORTS ENVIRONMENTAL MANAGEMENT AND SUSTAINABILITY THROUGHOUT THE LODGING INDUSTRY TO THE EXTENT THAT TRULY EFFECTIVE PROGRAMS MAINTAIN QUALITY STANDARDS OF GUEST COMFORT. We strongly encourage continued use of programs that offer guests choices without consequences for noncompliance and reduce waste without reducing guest comfort.



The AAA Appeals Process

THE APPEALS PROCESS IS A RESOURCE FOR ALL INSPECTED PROPERTIES.

What can I appeal?

You may appeal your property's Approval status or Diamond Rating. Each situation is handled on an individual basis.

How do I file an appeal?

First, contact AAA Travel Information-Customer Service, Monday through Friday, 8:30 a.m. to 5:15 p.m. (Eastern Time) at 407-444-8370. In many cases, our analysts will be able to address your question(s) immediately.

If there is a continuing need for additional information or discussion, we will direct your call to the AAA Regional Manager for your area.

If an issue remains unresolved after the above steps, an establishment may choose to present relevant information to the AAA Appeals Committee for objective review. All appeals must be submitted by property management in writing and may include pictures, documents or other pertinent materials to support the appeal. In order to expedite this process, appeals should outline the specific concerns in a succinct manner. Each appeal is thoroughly researched and given thoughtful consideration and a substantive reply by the committee. The committee's decision on your appeal is considered as AAA's final response. You will be notified as to the status of your appeal within 45 days of receipt of your written statement.

All appeals should be sent to:

AAA Appeals Committee
1000 AAA Drive, Mailstop 51
Heathrow, FL 32746-5063



The AAA Eco Program identifies AAA Approved lodgings that are eco-certified by designated, well-established government and private programs.

AAA is not involved in the evaluation of a property's environmental practices. The eco status determined by reputable certification programs is reported by AAA as a service to members who consider sustainability when selecting lodgings. The green Eco icon provides generic notice only of properties certified by one or more of the recognized programs listed here: AAA.biz/Approved. Properties seeking to become eco-certified should contact the program(s) operating in their region. Eco-certification programs seeking to provide qualifying "Green" hotels for potential inclusion in AAA publications should complete the [Eco Verification Form](#).

Contact Information

Questions?

Please contact AAA at: AAA.biz/CustomerService

Evaluation Applications, Rating and Listing Information
(407) 444-8370

TourBook Advertising and Official Appointments
(407) 444-8280

Or:

AAA Tourism Information Development
1000 AAA Drive, Mailstop 51
Heathrow, FL 32746-5063

PROPERTIES IN SOUTHERN CALIFORNIA SHOULD CONTACT THE FOLLOWING AAA CLUB:

Automobile Club of Southern California
P.O. Box 25001
Santa Ana, CA 92799-5001

Evaluations, Ratings, and Official Appointments
(714) 885-2247

TourBook Advertising
(714) 885-2375

Then and Now...



Your Direct Connection to over 53 Million Members

EXHIBIT F

OMNI INSURANCE REQUIREMENTS

HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The Contractor shall indemnify, and hold harmless the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's Subcontractors, if any) performance of the Work (as defined by the Construction Agreement between the Contractor and the Owner) provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, excluding the loss of use resulting therefrom, but only to the extent caused by the negligent acts of the Contractor. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

INSURANCE REQUIREMENTS

Prior to award of contract and commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to **Louisville/Jefferson County Metro Government's Purchasing Division** and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if sub-contracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Louisville/Jefferson County Metro Government (Metro). Metro may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Metro's option, actual copies of policies.

- A. **The following clause shall be added to the Contractor's (and approved subcontractors) Commercial General Liability Policies:**

1. **"The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."**
- B. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract (and such minimum limits shall not limit access to the full amount of insurance available (whether through primary, excess or umbrella policies) on the contractors or subcontractors policy(ies), if that/those policy(ies) provide for Limits above the minimum):
1. **COMMERCIAL GENERAL LIABILITY**, via the **Occurrence Form**, primary, non contributory, with a **\$1,000,000** Combined Single Limit for any one Occurrence and **\$2,000,000** aggregate for Bodily Injury, Personal Injury, Property Damage, and Products/Completed Operations including:
 - a. Premises - Operations Coverage
 - b. Products and Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent Contractors Protective Liability
 - f. Personal Injury
 2. **AUTOMOBILE LIABILITY**, insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is **\$1,000,000** Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.
 3. **WORKERS' COMPENSATION** (if applicable) insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "A-VI", unless proper financial information relating to the Company is submitted to and approved by Metro's Risk Management Division.

MISCELLANEOUS

- A. The Contractor shall procure and maintain insurance policies as described herein and for which the **Louisville/Jefferson County Metro Government's Purchasing Division** shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract,

renewal Certificates of Insurance shall be furnished to Metro within fifteen (15) days of renewal of any policy(s).

- B. Upon execution of the contract, Certificates of Insurance as required above shall be furnished to:**

Louisville/Jefferson County Metro Government
Purchasing Division
611 West Jefferson Street
Louisville, KY 40202

- C. Upon Renewal of insurance coverage (s), Certificates of Insurance evidencing renewal shall be furnished to:**

Louisville/Jefferson County Metro Government
Office of Management and Budget
Risk Management Division
611 West Jefferson Street
Louisville, Kentucky 40202

- D. CANCELLATION OR MATERIAL CHANGE OF COVERAGE: Contractor shall notify Metro's Risk Management Division of any policy cancellation within two (2) business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, Contractor shall notify Metro's Risk Management Division within two (2) business days. If Contractor fails to notify Metro as required by this Agreement, Contractor agrees that such failure shall be a breach of this Agreement. Metro reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions. When requested by the Metro Government, a copy of the policy endorsement shall be provided to Metro's Risk Management Division.**

- E. Approval of the insurance by Metro shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that Metro does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.**

EXHIBIT G

PERMITTED ENCUMBRANCES

Right of way to Louisville Gas and Electric Company recorded in Deed Book 4101, page 193, said records.

EXHIBIT H

RESERVED

EXHIBIT I

OHC GUARANTY

COMPLETION AND PERFORMANCE GUARANTY

In consideration of entering into that certain Development Agreement (as same may be amended from time to time, the "Agreement") dated as of December ____, 2014, by and among Omni Louisville, LLC, a Delaware limited liability company ("Omni"), Louisville/Jefferson County Metro Government, a Kentucky consolidated local government ("Louisville Metro"), Metro Development Authority, Inc., a Kentucky non-profit non-stock corporation (the "Authority") and Parking Authority of River City Inc., a Kentucky non-profit non-stock corporation ("PARC"), relating to the development of a mixed-use condominium consisting of (i) residential apartments, (ii) a retail component suitable for the operation of a grocery, (iii) a hotel, and (iv) a parking facility, and (v) a parcel of land to be held for future development (collectively, the "Project") located in Louisville, Kentucky and more specifically described in the Agreement, Omni Hotels Corporation (the "Guarantor") hereby unconditionally guarantees to Louisville Metro the timely completion of Omni's construction obligations under the Agreement and payment of all of Omni's costs and monetary obligations associated with construction of the Project at no cost to Louisville Metro, except as otherwise provided in the Agreement (collectively, the "Guaranteed Obligations" and each a "Guaranteed Obligation"). Guarantor further promises to pay all of Louisville Metro's costs and expenses (including reasonable attorneys' fees) incurred in endeavoring to enforce the Guaranteed Obligations or incurred in enforcing this Guaranty, which costs and expenses are included in the term "Guaranteed Obligations".

1. If Louisville Metro enforces this Completion and Performance Guaranty (this "Guaranty") against Guarantor for any Guaranteed Obligation and Guarantor is timely performing such Guaranteed Obligation hereunder, then, notwithstanding any provision of the Agreement to the contrary, Louisville Metro may not terminate the Agreement and may not reduce the amount of any payments under the Agreement on account of Omni's failure to timely complete or pay all costs associated with construction of the Project.

2. Louisville Metro may at any time and from time to time, without notice to or consent by Guarantor, take any or all of the following actions without affecting or impairing the liability and obligations of Guarantor under this Guaranty:

- (a) grant an extension or extensions of time for performance of any Guaranteed Obligation or otherwise amend or modify the Agreement or the Project;
- (b) grant an indulgence or indulgences in the performance of any Guarantee Obligation;
- (c) accept other guarantees or guarantors; and/or
- (d) release any person primarily or secondarily liable hereunder or under the Agreement or under any other guaranty.

The liability of Guarantor under this Guaranty will not be affected or impaired by any failure or delay by Louisville Metro in enforcing the Guaranteed Obligation or this Guaranty or any security therefor or in exercising any right or power in respect thereto, or by any compromise, waiver, settlement, change, subordination, modification or disposition of the Guaranteed Obligation or of any security therefore, or by any bankruptcy, liquidation, reorganization, winding-up, or similar proceeding with respect to Omni. In order to hold Guarantor liable hereunder, there will be no obligation on the part of Louisville Metro at any time, to resort to Omni or to any other guaranty or to any security or other rights and remedies for performance, and Louisville Metro will have the right to enforce this Guaranty irrespective of whether or not other proceedings or actions are pending or being taken seeking resort to or realization upon or from any of the foregoing. Omni's and Guarantor's liability for the Guaranteed Obligations is joint and several.

3. This Guaranty is a guaranty of performance and payment, not collection. Guarantor waives all diligence in collection or in protection of any security, presentment, protest, demand, notice of dishonor or default, notice of acceleration or intent to accelerate, notice of acceptance of this Guaranty, notice of any extensions granted or other action taken in reliance hereon and all demands and notices of any kind in connection with this Guaranty or any Guaranteed Obligation.

4. Guarantor hereby acknowledges full and complete notice and knowledge of all the terms, conditions, covenants, obligations and agreements relating to the construction of the Project set forth in the Agreement.

5. This Guaranty will be continuing, absolute and unconditional and will remain in full force and effect until all Guaranteed Obligations are performed and all obligations under this Guaranty are fulfilled and shall extend to any assignment or other transfer of Omni's interest under the Agreement, whether or not Guarantor consented thereto.

6. This Guaranty will be governed by and construed according to the laws of the Commonwealth of Kentucky. The situs for the resolution (including any judicial proceedings) of any disputes arising under or relating to this Guaranty will be the jurisdiction where the Project is located.

7. The parties intend and believe that each provision of this Guaranty comports with all applicable law. However, if any provision of this Guaranty is found by a court to be invalid for any reason, the remainder of this Guaranty will continue in full force and effect and the invalid provision will be construed as if it were not contained herein, and if such a finding reduces or eliminates any benefit to Louisville Metro hereunder, Louisville Metro and Guarantor will mutually work together in good faith to amend this Guaranty promptly so that the full intended benefit to Louisville Metro provided hereunder is restored.

8. This Guaranty and Guarantor's liability hereunder is only related to the Guaranteed Obligations of Omni and nothing set forth herein shall be deemed to impose on Guarantor any liability or obligation to guaranty the performance of any other obligations or covenants of Omni under the Agreement or under any other agreement entered into between Louisville Metro and Omni.

9. This Guaranty will terminate, and Guarantor will be released from all liability hereunder relating thereto, when the Project's hotel is open for business (including the renting of rooms) to the public and all Guaranteed Obligations have been completed, paid in full, or otherwise extinguished and released.

10. Guarantor acknowledges that its undertakings hereunder are given in consideration of Louisville Metro's execution and delivery of the Agreement and that Louisville Metro would not have executed the Agreement without the concurrent execution and delivery of this Guaranty.

11. This Guaranty contains the entire agreement of Guarantor with respect to the subject matter hereof and all prior oral and written discussions and all contemporaneous oral discussions and agreements with respect to the subject matter hereof are hereby superseded and replaced by this Guaranty, and this Guaranty may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and Louisville Metro.

12. Guarantor shall cause TRT Holdings, Inc., its parent company, to subordinate the intercompany debt reflected on Guarantor's balance sheet to the Guaranteed Obligations using a form customarily used by lenders and reasonably acceptable to Louisville Metro.

[Signature page follows.]

IN WITNESS WHEREOF, Guarantor has executed and delivered this Guaranty this
_____ day of _____, 2014.

GUARANTOR:

OMNI HOTELS CORPORATION,
a Delaware corporation

By: _____
Name: _____
Title: _____

GUARANTOR'S ADDRESS:

4001 Maple Avenue
Suite 600
Dallas, Texas 75219
Attn: President

EXHIBIT J
RESERVED

EXHIBIT K

SUMMARY OF CONDOMINIUM STRUCTURE

The following is a summary of the structure of the property rights of Omni and PARC in the Water Company Block that will be included in the New Project and the Garage:

1. A two-tiered commercial condominium (the "Condominium") will be put in place to separate the ownership interests of Omni and PARC, and to provide for the sharing, maintenance and repair of the New Project. Omni will serve as Declarant under the declarations creating the condominium (the "Declarations").
2. The first tier of the Condominium will have two units: (a) the Garage Unit (consisting of the Garage and owned by PARC); and (b) the "New Project Unit" consisting of the New Project (excluding the Garage), including the Future Development Parcel. Each unit will include all of the improvements within such unit, except for common elements and limited common elements, as described in paragraph 8.
3. The second tier of the Condominium will consist of the remainder of the New Project (other than the Garage Unit) and will have the following units: (i) the Residential Unit; (ii) the Retail Unit; (iii) the Hotel Unit; and (iv) the Future Development Parcel Unit. Each unit will include all of the improvements within such unit, except for common elements and limited common elements as described in Paragraph 8.
4. The Residential and the Retail Unit will be owned by Omni.
5. The Hotel Unit will be owned by Omni.
6. The Garage Unit will be owned by PARC.
7. The Future Development Unit will be owned by Omni.
8. The only common elements of the Condominium will be those stairways, elevators, sidewalks, utility facilities, and building systems, if any, which are for the benefit of one or more units. Such items will be common elements of the Condominium, and will be owned in undivided interests by the owners of the respective units. If intended for the use of more than one unit, but less than all units, such item will be a limited common element. The common elements and limited common elements will be determined when the project plans have been further advanced.
9. The Declarations will contain provisions that spell out the sharing arrangement of the unit owners in regard to (a) responsibility and standards for maintenance of the common elements and limited common elements, (b) responsibility and standards for replacement of fixtures located within the common elements and limited common elements or alterations of the common elements and limited common elements, (c) payment of taxes related to the common elements and limited common elements, (d) payment of insurance premiums (if any) related to the common elements and limited common elements, (e) use of the common elements and limited

common elements, (f) governance of the association, and (g) management and operation of the common elements and limited common elements.

10. The Declaration will have cross indemnification provisions and exculpatory provisions that protect the unit owners from responsibility for the acts or failure to act of the other unit owner and for liability to third parties for the acts or failure to act on the part of the other unit owner. It will also contain self-help rights giving the owner of a unit the right to perform obligations of defaulting unit owners following proper notice and opportunity to cure.

11. For governance purposes, the Declaration for the first tier of the Condominium will divide the common element ownership percentages, share of common expenses, and votes in the association so that the owner of the New Project Unit has 87% and the owner of the Garage Unit has 13%.

12. The Declaration for the second tier of the Condominium will divide the common element ownership percentages, share of common expenses, and votes in the association in the following proportions; (a) Residential Unit ___%; (b) Retail Unit ___%; (c) Hotel Unit ___%; (d) and Future Development Parcel Unit ___%.

13. The Declaration will provide for the Parking Easements and the rights related thereto.

14. The Declaration and other condominium documents will contain the usual and customary provisions for mixed use condominiums in the market place.

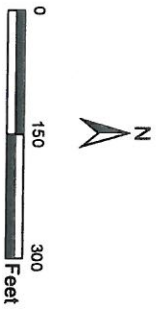
EXHIBIT B-1

Amended Louisville Downtown Revitalization District Development Area

November, 2014

Aerial Imagery: Spring, 2012

Development TIF GIS Area: 12.9 Acres



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BP04, MTS, 11-14



EXHIBIT D-1

**SECOND AMENDED AND RESTATED LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT LOCAL PARTICIPATION AGREEMENT
FOR THE
LOUISVILLE DOWNTOWN REVITALIZATION DISTRICT
DEVELOPMENT AREA**

SECOND AMENDED AND RESTATED LOCAL PARTICIPATION AGREEMENT

This **SECOND AMENDED AND RESTATED LOCAL PARTICIPATION AGREEMENT** (the "Amended Agreement") effective as of the _____ day of _____, 2014, by and between (i) **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, a Kentucky consolidated local government ("Louisville") and (ii) the **METRO DEVELOPMENT AUTHORITY, INC.**, a Kentucky non-profit corporation ("Authority").

RECITALS:

WHEREAS, Louisville and the Authority entered into an Amended and Restated Local Participation Agreement dated December 6, 2007, pursuant to the authorization entered in Ordinance No. 179, Series 2007 ("Ordinance"), for the release of certain incremental local taxes pursuant to KRS 65.7041-65.7083 and KRS 154.30.010-154-30.090 (the "Act") concerning the project ("Project") to be developed within the Central Downtown Revitalization District Development Area ("Development Area") established by the Ordinance; and

WHEREAS, the Project has not occurred, but a new project is proposed within the Development Area as amended by Ordinance No. _____, Series 2014 ("New Project"); and

WHEREAS, Omni Louisville, LLC ("Omni"), the Authority and the Parking Authority of River City, Inc. ("PARC") have entered into a Development Agreement dated _____, 2014 ("Development Agreement") wherein Omni agrees to construct a mixed-use development in downtown Louisville including a 600 room hotel, 225 residential housing units, a grocery store, restaurants and retail; a parking garage with no fewer than 820 spaces, and other public infrastructure and public amenities, as more particularly described in the Development Agreement (the "New Project");

WHEREAS, the New Project represents new economic development in Louisville; and

WHEREAS, the New Project may qualify for a pledge of State incremental revenues as a "Signature Project" pursuant to the Act (the "Act") under the Signature Project Program as provided in the Act, relating to incentives for development and redevelopment; and

WHEREAS, it is therefore in the interest of Louisville and the Authority that there be a plan for the optimal revitalization and development of the Development Area in a most efficient manner; and

WHEREAS, Louisville is authorized under the Act to execute a local participation agreement or contract with an agency in acknowledgement of benefits to be derived by

Louisville within a development area in order to promote the public purpose of Louisville; and

WHEREAS, the Ordinance declares the Development Area to be a "development area" within the meaning of the Act, and the New Project constitutes a "project" within the meaning of the Act; and

WHEREAS, the Authority is organized and incorporated by Louisville as a not-for-profit corporation, and pursuant to the Ordinance, the Authority has been designated as the "agency," within the meaning of the Act; and

WHEREAS, Louisville desires to assist Omni, through the Authority, with the costs of the New Project and agrees to enter into this Amended Agreement in order to release to the Authority a portion of the Withholding Tax Increment, Real Estate Tax Increment and Transient Room Tax Increment (as hereinafter defined) for use solely for purposes of the New Project in accordance with the terms of the Development Agreement; and

NOW THEREFORE, Louisville and the Authority agree that in consideration of the premises and the additional consideration provided herein, the parties agree as follows:

Section 1. Definitions.

In addition to the terms defined in the above recitals, the following additional terms used in this Amended Agreement shall have the meanings assigned in this Section 1 unless the context clearly indicates that a contrary meaning is intended:

(a) **"Account Numbers"** shall mean the separate Withholding Tax Numbers for businesses located in the Development Area as determined pursuant to Section 3.1 of this Amended Agreement.

(b) **"Activation Date"** means a date no later than December 27, 2017.

(c) **"Base Year"** means January 1, 2006 through December 31, 2006.

(d) **"Bonds"** means the municipal bonds, notes or other debt instruments to be issued by Louisville for the benefit of the New Project in accordance with the Amended Development Agreement.

(e) **"Calendar Year"** means January 1 through and including December 31.

(f) **"Commencement Date"** means December 6, 2007.

(g) **“Development Area”** means the Central Downtown Revitalization District Development Area established by Ordinance No. 179, Series 2007 and amended by Ordinance No. _____, Series 2014.

(h) **“Project Costs”** means all costs incurred to complete construction of the New Project in accordance with the terms of the Amended Development Agreement included, but not limited to, demolition, permitting, design, hard and soft construction costs, financing and underwriting costs, installation of utilities and land acquisition.

(i) **“Existing Business”** means any business operating in Louisville as of the effective date of this Amended Agreement and located outside of the Development Area.

(j) **“New Real Estate Tax Revenue”** means the amount of Real Estate Taxes received by Louisville after the Activation Date has occurred through the term of this Amended Agreement.

(k) **“New Transient Room Tax Revenue”** means the amount of Transient Room Taxes received by Louisville each year after the Activation Date has occurred through the term of this Amended Agreement.

(l) **“New Withholding Tax Revenue”** means the amount of Withholding Taxes received by Louisville after the Activation Date has occurred through the term of this Amended Agreement.

(m) **“Occupational License Fees”** means the taxes levied on employees by Louisville pursuant to Louisville Metro Codified Ordinances Chapter 110.

(n) **“Office”** means the Kentucky Economic Development Finance Authority (“KEDFA”), as provided in the Act.

(o) **“Office of Management and Budget”** means the department of Louisville with that name.

(p) **“Old Real Estate Tax Revenue”** means the amount of Real Estate Taxes received by Louisville in the Base Year.

(q) **“Old Transient Room Tax Revenue”** means the amount of Transient Room Taxes received by Louisville in the Base Year.

(r) **“Old Withholding Tax Revenue”** means the amount of Withholding Taxes received by Louisville in the Base Year and provided that if an Existing Business relocates within the Development Area, the Old Withholding Tax Revenue shall be increased by an amount equal to the Withholding Taxes from that Existing Business paid to Louisville for the preceding calendar year prior to the date of operation within the Development Area.

(s) **“Real Estate Tax”** means the real estate taxes levied annually by Louisville applicable to real property within the Development Area.

(t) **“Real Estate Tax Increment”** means the incremental amount of Real Estate Taxes collected in each Calendar Year following the Activation Date, during the term hereof, determined by subtracting the amount of Old Real Estate Tax Revenue from the amount of New Real Tax Revenue.

(u) **“Released Amount”** means the amount payable in each Calendar Year from Louisville to the Authority pursuant to Section 5.8 of this Amended Agreement.

(v) **“Transient Room Tax”** means the tax levied annually by Louisville pursuant to KRS 91A.390 on the rent for every occupancy of a suite, room or rooms charged by all persons, companies, corporations, or other like or similar persons, groups or organizations doing business as motor courts, motels, hotels, inns or like or similar accommodations businesses within the Development Area.

(w) **“Transient Room Tax Increment”** means the incremental amount of Transient Room Taxes collected in each Calendar Year following the Activation Date, during the term hereof, determined by subtracting the amount of Old Transient Room Tax Revenue from the amount of New Transient Room Tax Revenue.

(x) **“Termination Date”** means the date ending thirty (30) years from the Activation Date, unless terminated earlier pursuant to Section 4.1 of this Amended Agreement.

(y) **“Withholding Taxes”** means the Occupational License Fees received by Louisville from or attributable to the Development Area.

(z) **“Withholding Tax Increment”** means the incremental amount of Withholding Taxes collected in each Calendar Year following the Activation Date, during the term hereof, determined by subtracting the amount of Old Withholding Tax Revenue from the amount of New Withholding Tax Revenue.

Section 2. Representations and Warranties.

2.1 Representations and Warranties of the Authority. The Authority represents and warrants to Louisville as follows:

(a) **Existence.** The Authority is a duly organized and validly existing non-profit corporation created under the laws of the Commonwealth of Kentucky.

(b) **Authority to Act.** The Authority has the requisite power, capacity and authority to execute and deliver this Amended Agreement, to consummate the transactions contemplated hereby, and to observe and to perform this Amended Agreement, in accordance with its terms and conditions. The officers and officials

executing and delivering this Amended Agreement on behalf of the Authority have been or are otherwise duly authorized to enter into this Amended Agreement on behalf of the Authority.

(c) Validity of Agreement; Compliance with Law. This Amended Agreement is the legal, valid, and binding obligation of the Authority enforceable in accordance with its terms and conditions. The execution and delivery of this Amended Agreement, and the performance or observance by the Authority of the terms and conditions thereof do not and will not materially violate any of the provisions of the Authority's Articles of Incorporation or any laws applicable to the Authority.

(d) Litigation. No litigation or proceeding involving the Authority is pending or, to the best of the knowledge of the Authority, is threatened in any court or administrative agency which, if determined adversely to the Authority could have a materially adverse impact on the ability of the Authority to perform any of its obligations under this Amended Agreement.

(e) Conflicting Transactions. The culmination of the transactions contemplated hereby and the performance of the obligations of the Authority under and by virtue of this Agreement shall not result in any material breach of, or constitute a default under, any contract, agreement, lease, indenture, bond, note, loan or credit agreement to which it is a party or by which it is bound.

(f) Tax Incentive Agreement. The Authority shall file with the Office an amendment to amend the Project Grant Agreement previously entered into between the Commonwealth of Kentucky and the Authority dated December 27, 2007 to incorporate the elements of the New Project and the changes to the boundaries of the Development Area pursuant to the Amended Ordinance, such agreements now being referred to as Tax Incentive Agreements.

2.2 Designation of Subsidiary or Related Entity. Notwithstanding the provisions of Subsection 2.1, the Authority shall have the right to designate as the "Agency" a subsidiary or related entity of the Authority provided that such subsidiary or related entity (i) qualifies as an agency pursuant to the Act, (ii) such subsidiary entity can make to Louisville the representations and warranties required pursuant to subsection 2.1, and (iii) such subsidiary or related entity is reasonably acceptable to Louisville.

2.3 Representations and Warranties of the Louisville. Louisville represents and warrants to the Authority as follows:

(a) Authority to Act. Louisville has the requisite power, capacity and authority to execute and deliver this Amended Agreement, to consummate the transactions contemplated hereby, and to observe and to perform this Amended Agreement in accordance with its terms and conditions as contemplated by the Act. Each of the officials executing and delivering this Agreement on behalf of Louisville has

been and is duly authorized to enter into this Amended Agreement on behalf of Louisville.

(b) Validity of Agreement; Compliance with Law. This Amended Agreement is the legal, valid and binding obligation of Louisville enforceable in accordance with its terms and conditions. The execution and delivery of this Amended Agreement, and the performance or observance by Louisville of the terms and conditions thereof, do not and will not violate any provisions of any laws applicable to Louisville.

Section 3. Withholding Taxes.

3.1 Account Numbers. Omni shall have the sole responsibility to identify all businesses located in the Development Area and to provide adequate information concerning those businesses to the Authority so that Louisville can assign separate Withholding Tax numbers (the "Account Numbers") for each business situs and each employer in the Development Area, as more particularly described in the Amended Development Agreement. The Account Numbers shall be used exclusively to report Withholding Taxes within or attributable to the Development Area. Louisville agrees to cooperate with and assist the Authority to obtain account numbers.

Section 4. Released Amount.

4.1 Term. Provided that the provisions of Section 4.2 are met, Louisville agrees to pay to the Authority, and the Authority does accept from Louisville, the Released Amount for each calendar year beginning in the year including the Activation Date, in accordance with Section 4.5 of the Amended Agreement, and for successive calendar years continuing automatically thereafter until the earlier of the following: (i) that date thirty (30) years following the initial payment to the Authority; or (ii) the aggregate of the total of the Released Amount paid to the Authority by Louisville and the aggregate Released Amount paid to the Authority by the Commonwealth on a cumulative basis during the term of the Amended Agreement equals the Project Costs.

4.2 Certification of Minimum Capital Investment. Prior to any Released Amount being paid by Louisville to the Authority for the New Project, the Office shall certify to Louisville that the minimum capital investment of as set forth in the Tax Incentive Agreement has been made as required by the Act. Any amount of the Released Amount received after the Activation Date but prior to certification of the Minimum capital investment being made shall be held in a non-interest bearing escrow account by Louisville until the minimum capital investment is certified by the Office. All accumulated amounts of the Released Amount shall be released to the Authority upon certification. If the minimum capital investment is not certified within then (10) years from the Activation Date, the escrow shall be forfeited to Louisville and this Amended Agreement shall be void.

4.3 The Authority Reporting. Omni shall be responsible for submitting a report to the Authority and the Office of Management and Budget on or before July 1 of each year during the term of this Amended Agreement including but not limited to:

(a) A certification prepared by an independent certified public accounting firm of the use and expenditure of the Released Amount by Omni in the preceding Calendar Year, including any Released Amount carried forward from earlier Calendar Years;

(b) An analysis and review of all development activities within the Development Area during the prior Calendar Year;

(c) A progress report on the current status of achieving the stated goals of the New Project and the Development Area;

4.4 Louisville Monitoring, Tracking and Reporting. The Office of Management and Budget shall oversee the payment of the Released Amount to the Authority and shall review all reports received from the Commonwealth pursuant to Section 4.3 or otherwise concerning the Project, its progress, and Project Costs. The Office of Management and Budget shall review all reports received from the Authority pursuant to Section 4.4 or otherwise and shall annually submit to the Metro Council a report concerning the Project and the Development Area including but not limited to:

(a) An accounting of all payments made to the Authority pursuant to this Agreement in the prior fiscal year;

(b) An analysis and review of development activity within the Development Area as reported to Louisville by the Authority;

(c) The progress made by Omni toward the stated goals of the Development Area as reported to Louisville by the Authority; and

(d) An accounting of the amount of Project Costs incurred by Omni to date.

Omni shall provide to the Authority and Louisville all information required to make the report.

4.5 Time of Payment. In the year the minimum capital investment is certified by the Office, and each year thereafter during the Term, Louisville shall pay the Released Amount to the Authority so that the periodic interest and principal payments required to amortize the Bonds can be made on a timely basis.

4.6 Use of Released Amount. Consistent with the Act, the Authority covenants and agrees that it will use the Released Amount solely for payment of the Bonds pursuant to the requirements of the Act.

Section 5. Determination of Released Amount.

5.1 Old Withholding Tax Revenue, Old Real Estate Tax Revenue, and Old Transient Room Tax Revenue. The Authority shall calculate with reasonable accuracy the amounts of Old Withholding Tax Revenue, Old Real Estate Tax Revenue and Old Transient Room Tax Revenue, and in doing so, the Authority may make such assumptions as may reasonably be required. Omni, at its sole expense, shall provide to the Authority all information required for the calculation on a timely basis. Louisville, through the Office of Management and Budget, agrees to provide the Authority with such assistance and documentation as may reasonably be required to calculate the amounts of the Old Withholding Tax Revenue, Old Real Estate Tax Revenue and Old Transient Room Tax Revenue. The Authority shall submit its calculations of the Old Withholding Tax Revenue, Old Real Estate Tax Revenue and Old Transient Room Tax Revenue to the Office of Management and Budget for review and approval. Upon the determination of Old Withholding Tax Revenue, Old Real Estate Tax Revenue and Old Transient Room Tax Revenue, Louisville and the Authority shall stipulate the amount of Old Withholding Tax Revenue and Old Real Estate Tax Revenue by written addendum to this Amended Agreement. The amount of Old Withholding Tax Revenue, Old Real Estate Tax Revenue and Old Transient Room Tax Revenue so stipulated shall be binding upon the parties for the term of this Amended Agreement.

5.2 New Withholding Tax Revenue. The Office of Management and Budget shall calculate the amount of New Withholding Tax Revenue each year after the Activation Date, prior to the Time of Payment pursuant to Section 4.5 of this Amended Agreement. The Office of Management and Budget shall calculate the New Withholding Tax Revenue by aggregating the Withholding Taxes reported by businesses within the Development Area which have obtained Account Numbers for each business situs and each employer in the Development Area.

5.3 New Real Estate Tax Revenue. The Office of Management and Budget shall calculate the amount of New Real Estate Revenue each year after the Activation Date, prior to the Time of Payment pursuant to Section 4.5 of this amended Agreement. The Office of Management and Budget shall calculate the New Real Estate Tax Revenue by aggregating the Real Estate Taxes received from within the Development Area.

5.4 New Transient Room Tax Revenue. The Office of Management and Budget shall calculate the amount of New Transient Room Tax Revenue each year after the Activation Date, prior to the Time of Payment pursuant to Section 4.5 of this Amended Agreement.

5.5 Calculation of Withholding Tax Increment. The Office of Management and Budget in each year following the Activation Date, prior to the Time of Payment pursuant to Section 4.5 of this Amended Agreement, shall calculate the Withholding Tax Increment, which shall be a sum equal to the New Withholding Tax Revenue calculated pursuant to Section 5.2 of this Amended Agreement minus the

Old Withholding Tax Revenue calculated pursuant to Section 5.1 of this Amended Agreement.

5.6 Calculation of the Real Estate Tax Increment. The Office of Management and Budget in each year following the Activation Date, prior to the Time of Payment pursuant to Section 4.5 of this Amended Agreement, shall calculate the Real Estate Tax Increment, which shall be a sum equal to the New Real Estate Tax Revenue calculated pursuant to Section 5.3 of this Amended Agreement minus the Old Real Estate Tax Revenue calculated pursuant to Section 5.1 of this Amended Agreement.

5.7 Calculation of Transient Room Tax Increment. The Office of Management and Budget in each year following the Activation Date, prior to the Time of Payment pursuant to Section 4.5 of this Amended Agreement, shall calculate Transient Room Tax Increment which shall be a sum equal to the New Transient Room Tax Revenue calculated pursuant to Section 5.4 of this Amended Agreement minus the Old Transient Room Tax Revenue calculated pursuant to Section 5.1 of this Amended Agreement.

5.8 Calculation of Released Amount. The Office of Management and Budget in each year following the Activation Date, prior to the Time of Payment pursuant to Section 4.5 of this Amended Agreement, shall calculate the Released Amount, which shall be a sum equal to: (i) ninety percent (90%) of the Withholding Tax Increment and the Real Estate Tax Increment and (ii) eighty (80%) of the Transient Room Tax Revenue provided that said amount does not exceed a base amount of \$400,000 in the first year after the Activation Date, which base amount shall be increased in each subsequent year of the term of this Amended Agreement by four percent (4%).

Section 6. Pledge of Incremental Revenues Superior to Ordinances and Statutes.

As provided in the Act, any pledge of the Released Amount in this Amended Agreement shall be superior to any other pledge of revenues for any other purpose and shall, from the Activation Date to the Termination Date, supersede any statute or ordinance regarding the application or use of incremental revenues.

Section 7. Miscellaneous.

7.1 Notices. All notices or other communications hereunder from any party shall be sufficiently given, and shall be deemed given, when delivered or mailed by first class mail or overnight delivery to the other parties at their respective addresses as follows:

If to Louisville: Louisville/Jefferson County Metro Government
Economic Development Department
444 S. 5th St., Ste. 600
Louisville, Kentucky 40202

Attn: E. Jeffrey Mosley

If to the Authority: Metro Development Authority, Inc.
444 S. 5th St., Ste. 600
Louisville, Kentucky 40202
Attn: Mary Ellen Wiederwohl

Section 8. Default.

8.1 Default by the Authority. If the Authority materially breaches or defaults on its obligations under this Amended Agreement or any of the documents incorporated herein or in the reasonable judgment of Louisville there has been a substantial decrease in the Authority's capacity to undertake the obligations required by this Amended Agreement, Louisville may give written notice (with a copy of said notice being given to the Office) that remedial action must be taken within thirty (30) calendar days. The Authority shall correct such breach or default within thirty (30) days after receipt of such notice. However, if the default is not reasonably curable within thirty (30) days, then the Authority may continue to cure the default or breach so long as Louisville is reasonably satisfied that sufficient progress is being made toward a cure. If such corrective action is not taken, Louisville may be entitled to any remedy and damages available to it at law or in equity, including specific performance.

8.2 Default by Louisville. If Louisville materially breaches or defaults on its obligations under this Agreement or any of the documents incorporated herein, the Authority may give written notice to Louisville that remedial action must be taken within thirty (30) days after Louisville's receipt of such written notice. However, if the default is not reasonably curable within thirty (30) days, Louisville may continue to cure the default or breach so long as the Authority is satisfied that sufficient progress is being made toward a cure. If such action is not taken, the Authority shall be entitled to enforce the provisions of this Amended Agreement.

8.3 Exception. In the event of any default or termination by either party, the non-defaulting party shall be relieved of any executory obligations hereunder. Provided however, that in the event the Authority has issued bonds for the benefit of the New Project which are secured by a pledge of the Released Amount, Louisville shall not terminate the payment of the Released Amount for the period said bonds remain outstanding and the Authority shall continue to comply with all applicable provisions of this Amended Agreement necessary to make the bond payments with all applicable Released Amounts. Neither the Authority nor Louisville will terminate or otherwise negatively impact any such pledge, and both parties shall fully cooperate to use the Released Amount to service such bonds.

Section 9. Miscellaneous Provisions.

9.1 Binding Effect. This Amended Agreement shall be binding upon the parties hereto and upon their respective successors and assigns.

9.2 Severability. If any clause, provision, or section of this Amended Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision, or section shall not affect any of the remaining clauses, provisions or sections hereof.

9.3 Governing Law. This Amended Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and enforceable in courts of competent jurisdiction.

9.4 Entire Agreement; Modifications. This Amended Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter of this Amended Agreement. This Amended Agreement shall not be modified, amended, cancelled or terminated except by an agreement in writing signed by the parties hereto.

9.5 Counterparts. This Amended Agreement may be executed in any number of counterparts by some or all of the parties hereto, each of which shall be an original and all of which shall together constitute one and the same instrument.

9.6 Relationship of the Parties. Except as expressly stated and provided for herein, neither anything contained in this Amended Agreement nor any acts of the parties hereto shall be deemed or construed by the Parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of association among any of the Parties of this Amended Agreement.

9.7 Further Assurances. Each of the parties hereto shall use reasonable efforts and cooperate fully with each other in order to promptly and fully carry out the terms and provisions of this Agreement. Each party hereto shall from time to time execute and deliver such other agreements, documents or instruments and take such other actions as may be reasonably necessary or desirable to effectuate the terms of this Amended Agreement.

9.8 Mutual Termination. In addition to any other provisions relating to termination of this Amended Agreement contained herein, this Amended Agreement shall terminate upon the written agreement of all the parties hereto, except as otherwise provided in Section 8.3 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amended Agreement to be executed by their officers and officials thereunto duly authorized as of the date first written above.

[Remainder of Page Intentionally Left Blank]

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**

By: _____
Greg Fischer, Mayor

Approved as to Form and Legality:

Michael J. O'Connell
Jefferson County Attorney

By: _____

**METRO DEVELOPMENT AUTHORITY,
INC.**

By: _____
Mary Ellen Wiederwohl, President

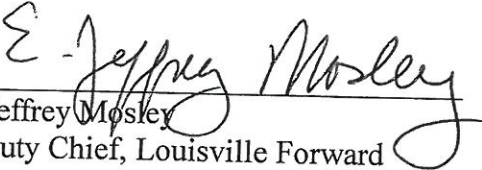
EXHIBIT E

EXHIBIT E

CERTIFICATION OF SURPLUS PROPERTY

The Chief of Louisville Forward has carefully reviewed the Louisville/Jefferson County Metro Government's needs for land or improvements used in the administration of Metro programs and to conduct municipal business. This office has determined that the parcels of real property identified below owned by Louisville/Jefferson County Metro Government, and which is being scheduled for action by the Louisville Metro Council, are surplus and not needed or suitable for any specific municipal use:

Being the entirety of the properties located in the block bounded by Second and Third Streets and Muhammad Ali Boulevard and Liberty Street, more particularly described as Tax Block 17F, Lots 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24 and 151.


E. Jeffrey Mosley
Deputy Chief, Louisville Forward