

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
REST EASY LLC
AND
US ARMY GARRISON, FORT SILL, OKLAHOMA

SUBJECT: Operation of Distinguished Visitors' Quarters (DVQs)

THIS MEMORANDUM OF UNDERSTANDING (this "MOU"), is dated as of April 30, 2013, by and between REST EASY LLC, a Delaware limited liability company, having an address at c/o Lend Lease (US) Public Partnerships LLC, 1801 West End Avenue, Suite 1700, Nashville, TN 37203 (together with its successors and permitted assigns, "Project Company") and FORT SILL, OKLAHOMA, having an office at Bldg 5676, Aultman Hall, Fergusson Rd., Fort Sill, OK 73503 (together with its successors and permitted assigns, the "Installation", and together with Project Company, occasionally, the "Parties").

WITNESSETH:

WHEREAS, in connection with that certain privatization project (the "Project") relating to the development, design, construction, renovation, financing, operation, maintenance and management of lodging and related facilities for military personnel on the Privatization of Army Lodging ("PAL") Group A, Group B and Group C military installations (collectively, the "Installations"), the U.S. Army, acting by and through the United States Government (the "Government"), entered into certain leases with Project Company for Project Company to assume ownership of certain transient lodging facilities (as such leases may be amended, restated, replaced or otherwise modified from time to time, collectively, the "Lease"); and

WHEREAS, Project Company engaged PML Services LLC, a limited liability company affiliated with Intercontinental Hotels Group ("Hotel Operator"), to oversee, operate and manage the daily operations of various lodging facilities on each of the Installations pursuant to a lodging management agreement (as such lodging management agreement may be amended, restated, replaced or otherwise modified from time to time, the "Lodging Management Agreement"); and

WHEREAS, in addition to the lodging facilities conveyed to Project Company under the Lease, the Installation has operated a portfolio of over 714 hotel rooms in support of its Soldiers and their families requiring transient lodging facilities while traveling in an "official travel" status and in addition, Fort Sill also operates the Wichita House (building number 343 located at 343 Randolph Rd, Fort Sill, OK 73503) and Little House on the Prairie (building 5715 located at 5715 Gruber Rd, Fort Sill, OK 73503), as Distinguished Visitors Quarters, (collectively, the "DVQs"); and

WHEREAS, the PAL initiative, generally, and the Lease and the Lodging Management Agreement, specifically, do not cover the operation of the DVQs. However, the Installation desires for the DVQs to remain operational as lodging facilities and for Project Company and Hotel Operator to manage and operate the DVQs in accordance with this MOU in order to provide the services to high-ranking senior visitors (and their families) who are entitled to stay in the DVQs ("Distinguished Visitors") which are set forth herein; and

WHEREAS, Project Company and Hotel Operator desire to manage and operate the DVQs in accordance with the terms and conditions of this MOU; and

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WHEREAS, this MOU amends and restates in its entirety that certain Memorandum of Understanding (MOU), between Project Company and the Installation, dated as of August 15, 2009 (the "Original MOU").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby acknowledge and agree that the Original MOU is hereby amended and restated in its entirety as follows:

1. Purpose: The DVQs are typically used as lodging facilities for Distinguished Visitors. The DVQs are available for operation as lodging facilities 24 hours a day, 7 days a week, including federal holidays.

2. Mutual Agreement:

a. Rate: The Distinguished Visitors staying in the DVQs will be charged Hotel Operator's prevailing market rate partly based on ADR in the surrounding vicinity, plus any incidental charges. Accordingly, the DVQs are not subject to any rate restrictions set forth in the Lease or the Lodging Management Agreement. It is expressly understood that the Distinguished Visitors will directly pay for the DVQs and any incidental charges themselves or, if protocol dictates otherwise, through use of a personal or Government credit card, personal debit card or cash, but in no event shall Distinguished Visitors be permitted to stay without payment by the date of departure.

b. Payment: Project Company and/or Hotel Operator are authorized to collect all amounts owed in connection with any stay in a DVQ directly from the Distinguished Visitors or other occupants of the DVQ. Such amounts shall be deposited into the Collection Accounts consistent with the applicable PAL Lock Box Agreement. If Project Company has not been paid for accommodations and services provided under this MOU after Project Company and/or Hotel Operator have used commercially reasonable efforts to seek all amounts owed from the Distinguished Visitors or other occupants of the DVQs, the Installation agrees that, upon written notice, it will promptly pay Project Company the outstanding amounts within 30 days of receipt of such notice, and such amounts shall be deposited into the Collection Accounts consistent with the applicable PAL Lock Box Agreement.

c. Termination: Other than the right of Project Company to terminate this MOU due to the failure to timely receive amounts owed, which shall give Project Company the right to terminate this MOU upon five (5) business days notice, a 30 day notification is required by either party in order to terminate this MOU for any reason or no reason.

3. Services. Project Company agrees to either provide or delegate certain duties, as applicable, to Hotel Operator for the provision of all labor, material and equipment to provide the following cleaning and administrative services in connection with the DVQs:

a. Daily stay over housekeeping services include:

- (1) Make all beds in the houses.
- (2) Remove all trash from the houses.
- (3) Provide fresh bath linen in all bathrooms in the house.

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(4) Replenish all amenities as needed.

(5) Sweep/vacuum floors as needed.

*Note dishes will not be cleaned during stay over visits.

b. Check Out housekeeping services include:

(1) Clean all kitchen surfaces and fixtures, including inside of all appliances.

(2) Wash all dishes, glassware, and cooking pots.

(3) Clean all bathroom surfaces and fixtures.

(4) Clean laundry room surfaces, fixtures, and appliances.

(5) Sweep/vacuum/mop all floor and carpet areas.

(6) Strip and make up all beds with fresh linen.

(7) Provide fresh bath linen in all bathrooms.

(8) Dust all furniture, shelves, and accessories.

(9) Polish wood furniture.

(10) Empty all trash in house.

(11) Bleach mold stains as required

c. Quarterly Deep Clean housekeeping services include:

(1) Shampoo carpet.

(2) Clean /dust window treatments as appropriate.

(3) Clean windows.

(4) Dust ceiling fans, door frames, crown mold.

(5) Mattress rotation for each bed in house.

(6) Cleaning of upholstery.

d. Administrative Services include:

(1) Accept reservations from Executive Services and enter into Opera.

(2) Guest Check-in and Check-out.

(3) Accept cash or credit card for payment.

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- (4) Provide itemized receipt.
- (5) Provide activity and occupancy reports as requested.

4. Installation's Obligations. The Installation agrees to provide the following at its sole cost and expense:

a. Prompt maintenance and repair to the DVQ facilities. To the extent an issue arises that presents an imminent threat to human health or safety which is the Installation's responsibility hereunder, the Installation will so notify Project Company. In the event that the Installation has failed to cure such condition in a reasonably timely manner (and does not elect to withdraw the applicable DVQ(s) from this MOU altogether), Project Company may require that the affected DVQs be closed to guests and the public until such condition is corrected. If the condition is not corrected within a reasonable time period, then Project Company will have the option to: (1) pending prior approval from the Installation's Directorate of Public Works (such approval to not be unreasonably withheld, conditioned or delayed), correct and cure the hazardous conditions and collect the documented cost of repairs from the Installation to the extent the costs were incurred consistent with applicable law; (2) exercise its other remedies pursuant to this MOU; or (3) provide notification to the Installation to correct such condition within 30 days, provided such corrections are susceptible to cure within 30 days. During this interim period, Project Company shall have the right to inspect daily and barricade the problem area to protect the public. If the Installation does not fix the problem within the stipulated time frame, Project Company shall have the ability to cease operations.

b. Utilities (electricity, water, sewer, natural gas, and refuse collection) to ensure and maintain the DVQs in a functioning manner.

c. Internet service.

d. Functioning telephones in each room.

e. Grounds maintenance in the surrounding vicinity of the DVQs.

5. Disclaimer. Neither Project Company nor Hotel Operator shall be responsible for damages to property or injuries to the Installation's employees, contractors, subcontractors, representatives, agents or others which may arise from or be incident to the exercise by or on behalf of the Installation of its obligations hereunder, and Project Company and Hotel Operator shall be held harmless from any and all such claims (except to the extent arising from the willful misconduct or negligence of Project Company or Project Company's representatives or agents or Hotel Operator or Hotel Operator's representatives or agents, as applicable). In addition, neither Project Company nor Hotel Operator nor its employees, representatives, agents or consultants, as applicable, shall be responsible for any injury or damage to the Installation, the Government, the DVQs or to any other person or property in connection with this MOU irrespective of the cause of such injury or damage, except to the extent arising from the willful misconduct or negligence of such entity or person. Neither Project Company nor Hotel Operator nor its employees, representatives, agents and consultants, as applicable, shall be responsible for the actions of Distinguished Visitors or other occupants of the DVQs and their guests or invitees.

6. Protection of Property. The Installation shall be responsible for any and all damage or destruction that may be caused to the DVQs arising from or incident to the exercise by or on behalf of the Installation of the privileges granted under, or actions otherwise taken pursuant to,

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this MOU, and shall exercise due diligence in the protection of all property located at the Installation, and specifically at the DVQs, against fire or damage from any and all other causes.

7. Environmental Matters. The Installation shall be responsible for responding to, containing, cleaning up or remediating any environmental condition at the Installation or at the DVQs, including any environmental condition related to any equipment, pipes, transformers or infrastructure located in or on the Installation or the DVQs, existing on the effective date of this MOU and occurring subsequent to said effective date.

8. Effective Date and Term: This MOU takes effect as of the date hereof and shall continue for an initial term ending twelve (12) months after such date, unless this MOU has been sooner terminated in accordance herewith. Following such initial term, as long as this MOU has not been sooner terminated in accordance herewith, the term of this MOU shall automatically renew for successive one (1) year periods.

9. Hotel Operator. By its execution of this MOU, Hotel Operator has agreed to manage and operate the DVQs on behalf of Project Company in accordance with this MOU pursuant to the standard of care set forth in the Lodging Management Agreement and such other procedures and requirements as shall be agreed to in writing between Hotel Operator and Project Company.

10. Binding Nature. This MOU and the performance of the obligations hereunder shall be binding upon the Parties hereto.

11. Notices. All notices, requests, demands and other communications given hereunder shall be in writing, signed by the party giving such notice, and shall be sent by hand delivery, overnight courier, or United States certified or registered mail, postage prepaid, return receipt requested, to the other party at the address set forth below;

If to Project Company:

Rest Easy LLC
c/o Lend Lease (US) Public Partnerships LLC
1801 West End Avenue
Suite 1700
Nashville, Tennessee 37203
Attn.: General Manager- PAL

With copies to:

Rest Easy LLC
c/o Lend Lease (US) Public Partnerships LLC
200 Park Avenue
New York, New York 10166
Attn.: General Counsel

and

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PML Services LLC
c/o InterContinental Hotels Group Resources, Inc.
Three Ravinia Drive, Suite 100
Atlanta, Georgia 30346
Attention: Vice President of Operations (IHG Army Hotels/PML Services)

If to the Installation:

Plans, Analysis & Integration Office
463 Hamilton Road, Suite 210
Fort Sill, Oklahoma 73503
Attention: David Kantor

Each party shall have the right to change the place to which notices shall be sent or delivered or to specify one additional address to which copies of notices may be sent, in either case by similar notice sent or delivered to the other party in the manner specified above.

12. Applicable Law. It is the intention of the parties hereto that all questions with respect to the construction and performance of this MOU and the rights and liabilities of the parties hereto shall be determined in accordance with Federal law.

13. Counterparts. This MOU may be executed and/or consented to in one or more original or facsimile counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, the undersigned have executed this MOU to be effective as of the date first written above.

FORT SILL

By: Thomas R. Kelly
Name: Thomas R. Kelly
Title: Deputy to the Garrison Commander

REST EASY LLC

By: RE MANAGING MEMBER LLC, its managing member

By: LEND LEASE (US) PUBLIC PARTNERSHIPS HOLDINGS LLC, its sole member

By: James Wickens
Name: ~~Charles R. Smith~~
Title: ~~Executive Vice President~~
James Wickens
SVP

Hotel Operator hereby joins in the execution of this MOU to manifest its acknowledgment of the terms and conditions hereof and its obligation to render the applicable duties and services specified herein.

PML Services LLC

By: Arthur E. Holst
Name: Arthur E. Holst
Title: Vice President