

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

HI-00515R of 20515R

1. Name of Grantee (as shown in item 5 of Standard Form 424) Lexington-Fayette Urban County Government, KY	3. Grantee's 9-digit Tax ID Number	4. Date use of funds may begin (mm/dd/yyyy)
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 200 East Main Street Lexington, KY 40507	5a. Project/Grant No. 1 B-12-MC-21-0004	6a. Amount Approved
	5b. Project/Grant No. 2	6b. Amount Approved
	5c. Project/Grant No. 3	6c. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Yolanda Chávez	Grantee Name Lexington-Fayette Urban County Government, KY
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Title Deputy Assistant Secretary for Grant Programs	Title JIM GRAY, MAYOR
Signature 	Signature
Date (mm/dd/yyyy) MAR 07 2014	Date (mm/dd/yyyy) 6/17/14

7. Category of Title I Assistance for this Funding Action (check only one) <input type="checkbox"/> a. Entitlement, Sec 106(b) <input type="checkbox"/> b. State-Administered, Sec 106(d)(1) <input type="checkbox"/> c. HUD-Administered Small Cities, Sec 106(d)(2)(B) <input type="checkbox"/> d. Indian CDBG Programs, Sec 106(a)(1) <input type="checkbox"/> e. Surplus Urban Renewal Funds, Sec 112(b) <input type="checkbox"/> f. Special Purpose Grants, Sec 107 <input checked="" type="checkbox"/> g. Loan Guarantee, Sec 108	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy)	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy)	
		9c. Date of Start of Program Year (mm/dd/yyyy)	

11. Amount of Community Development Block Grant			
	FY ()	FY ()	FY ()
a. Funds Reserved for this Grantee			
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved \$6,000,000	12b. Name and complete Address of Public Agency N/A
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Loan Guarantee Acceptance Provisions for Designated Agencies:
The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.

12c. Name of Authorized Official for Designated Public Agency N/A
Title
Signature

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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8. Special Conditions.

- (a) In the event the public entity fails to submit notes or other obligations for inspection and guarantee by the Secretary of Housing and Urban Development (the "Secretary") before June 30, 2015, the commitment will terminate and expire as of such date.
- (b) The repayment schedule for the Guaranteed Loan must be acceptable to the Secretary.
- (c) Pursuant to 24 CFR 570.705(b)(3), the public entity shall provide additional security for the Guaranteed Loan and such additional security must be acceptable to the Secretary. The additional security shall be identified in the Contract for Loan Guarantee Assistance specified by §570.705(b)(1), which will be executed at the time the guaranteed obligations are issued.
- (d) Prior to submitting notes or other obligations for inspection and guarantee by the Secretary, the public entity shall submit information required under Section 102(b) of the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531). This information shall be submitted on Form HUD-2880 to the HUD Louisville Field Office.
- (e) Any amount of this commitment that is not received by the public entity as an advance under the Guaranteed Loan by September 30, 2019, will be canceled in compliance with 31 USC 1552(a).

CONSTRUCTION AND DISBURSING AGREEMENT

THIS CONSTRUCTION AND DISBURSING AGREEMENT (this “*Agreement*”) is made and entered into as of December 8, 2014, by and among Central Bank & Trust Co., a Kentucky banking corporation (“*Central Bank*”); Fifth Third Bank, an Ohio banking corporation (“*Fifth Third*”); Lexington-Fayette Urban County Government, a Kentucky urban county government organized under the provisions of KRS Chapter 67A (the “*LFUCG*”); Community Ventures Investment XIV, LLC, a Kentucky limited liability company (“*CVC CDE*”); Brownfield Revitalization 37, LLC, a Delaware limited liability company (“*BR CDE*,” and together with Central Bank, LFUCG, Fifth Third and CVC CDE, each a “*Lender*” and together the “*Lenders*”); 21c Lexington LLC, a Kentucky limited liability company (“*Owner*” and “*Borrower*”); McCall Group, LLC, a Kentucky limited liability company, in its capacity as Owner’s representative (the “*Owner’s Representative*”); 21c Lexington Master Tenant LLC, a Kentucky limited liability company (“*Tenant*”); U.S. Bancorp Community Development Corporation, a Minnesota corporation (“*USBCDC*”); 21c Museum Hotels LLC, a Delaware limited liability company (“*Managing Member*”); Wehr Constructors, Inc., a Kentucky corporation (“*General Contractor*”); and Perfido Weiskopf Wagstaff + Goettel, LLC, a Pennsylvania limited liability company (“*Architect*”). Lenders, Tenant and USBCDC are each an “*Approving Party*” and collectively, the “*Approving Parties*”.

RECITALS

This Agreement describes the process and mechanism for the disbursement of (a) \$8,365,066 of equity investment in Borrower by Managing Member (the “*Managing Member Equity*”) and \$200,000 of equity investment in Borrower by Lyons (defined below) (“*Lyons Equity*”); collectively with the Managing Member Equity, the “*Borrower Equity*”), (b) the proceeds of a \$12,000,000 loan made by Central Bank to Owner (the “*Central Bank Loan*”), (c) the proceeds of a \$6,000,000 loan made by LFUCG to Owner (the “*HUD Loan*”), (d) the proceeds of a \$1,000,000 loan made by LFUCG to Owner (the “*UDAG Loan*”), (e) the proceeds of a \$6,165,354 loan made by Fifth Third to Owner (the “*Fifth Third Loan*”), (f) the proceeds of a \$5,213,600 loan made by BR CDE to Owner (the “*BR Loan*”), and (g) the proceeds of a \$6,860,000 loan made by CVC CDE to Owner (the “*CVC Loan*,” and along with the Central Bank Loan, the HUD Loan, the UDAG Loan, the Fifth Third Loan and the BR Loan, each a “*Loan*” and together the “*Loans*”), respecting the real property and improvements thereon commonly known as the “First National Bank Building” and commonly numbered 167 West Main Street and “The Fayette Building” (collectively, with the First National Building, the “*Building*”) commonly numbered 145 – 151 West Main Street, Lexington, Kentucky (collectively, the “*Project*”).

The Central Bank Loan is being made to Owner in accordance with the terms and conditions set forth in that certain Construction Loan Agreement (as amended, restated or otherwise modified, the “*Central Bank Loan Agreement*”), dated as of the date of this Agreement, by and between Owner, as borrower, and Central Bank, as lender, and those other loan documents evidencing or securing the Central Bank Loan (the Central Bank Loan Agreement and the other loan documents evidencing or securing the Central Bank Loan are collectively referred to herein as the “*Central Bank Loan Documents*”).

The HUD Loan and the UDAG Loan are being made to Owner in accordance with the terms and conditions set forth in that certain Loan Agreement (as amended, restated or otherwise modified, the “**LFUCG Loan Agreement**”), dated as of the date of this Agreement, by and between Owner, as borrower, and LFUCG, as lender, and those other loan documents evidencing or securing the HUD Loan and the UDAG Loan (the LFUCG Loan Agreement and the other loan documents evidencing or securing the HUD Loan and the UDAG Loan are collectively referred to herein as the “**LFUCG Loan Documents**”).

The Fifth Third Loan is being made to Owner in accordance with the terms and conditions set forth in that certain Loan Agreement (as amended, restated or otherwise modified, the “**Fifth Third Loan Agreement**”), dated as of the date of this Agreement, by and between Owner, as borrower, and Fifth Third, as lender, and those other loan documents evidencing or securing the Fifth Third Loan (the Fifth Third Loan Agreement and the other loan documents evidencing or securing the Fifth Third Loan are collectively referred to herein as the “**Fifth Third Loan Documents**”).

The BR Loan and the CVC Loan (collectively, the “**QLICI Loans**”) are being made to Owner in accordance with the terms and conditions set forth in that certain Credit Agreement (as amended, restated or otherwise modified from time to time, the “**QLICI Loan Agreement**”), dated as of the date of this Agreement, by and between Owner, as borrower, and BR CDE and CVC CDE, as lenders, and those other loan documents evidencing or securing the QLICI Loans (the QLICI Loan Agreement and the other loan documents evidencing or securing the QLICI Loans are collectively referred to herein as the “**QLICI Loan Documents**.” The Central Bank Loan Documents, the LFUCG Loan Documents, the Fifth Third Loan Documents and the QLICI Loan Documents are collectively referred to as the “**Loan Documents**.” The Central Bank Loan Agreement, the LFUCG Loan Agreement, the Fifth Third Loan Agreement and the QLICI Loan Agreement are collectively referred to as the “**Loan Agreements**.” The aforesaid amounts shall be used to pay the costs of Project acquisition and construction (collectively, the “**Project Costs**”), as set forth in the financial projections for the Project prepared by CohnReznick LLP.

The Borrower Equity is being contributed to Borrower pursuant to the terms and conditions set forth in that certain Amended and Restated Operating Agreement of Borrower (the “**Borrower’s Operating Agreement**”) dated as of the date of this Agreement, by and among Borrower, Managing Member, Brent Rice, Ronald K. Kirk, Couch Holdings LLC, Dixiana Hotel Holders, LLC, Patrick W. Madden, and Thomas Pearse Lyons (“**Lyons**”).

Lenders and USBCDC have appointed Sherman Carter Barnhart, P.S.C. (the “**Construction Consultant**”) to evaluate and monitor the construction of the Project, pursuant to that certain Letter of Understanding between Central Bank, USBCDC and Construction Consultant dated November 11, 2014. Central Bank has agreed to act as a communication liaison among the Approving Parties for purposes of facilitating a more effective and efficient process to fund Project Costs.

COVENANTS

In consideration of the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Funding Accounts.

A. Owner has established a bank account, titled “21c Lexington LLC Construction Disbursement Account – QLICI, Central Bank, Agent”, at Central Bank (pursuant to that certain Agency Agreement of even date herewith by and among Central Bank, Borrower, BR CDE and CVC CDE), into which the proceeds of the QLICI Loans, less any amounts paid from such proceeds pursuant to the Flow of Funds Memorandum (as defined in the QLICI Loan Agreement), including without limitation, amounts required to be deposited into a fee reserve account for BR CDE and to pay for closing costs and expenses, shall be deposited on or about the date hereof (the “**QLICI Disbursement Account**”).

B. Owner has established a deposit account, entitled “21c Lexington LLC Disbursement Account – Fifth Third Bank Loan” at Central Bank (the “**Fifth Third Disbursement Account**”), which shall be used to facilitate the funding of funds from the Fifth Third Loan.

C. Owner has established a deposit account, entitled “21c Lexington LLC Disbursement Account – LFUCG HUD 108 Loan” at Central Bank (the “**LFUCG HUD Disbursement Account**”), which shall be used to facilitate the funding of funds from the HUD Loan.

D. Owner has established a deposit account, entitled “21c Lexington LLC Disbursement Account – Borrower Equity” at Central Bank (the “**Borrower Equity Disbursement Account**”; collectively, the Fifth Third Disbursement Account, the LFUCG HUD Disbursement Account and the Borrower Equity Disbursement Account, the “**Construction Disbursement Accounts**”), which shall be used to facilitate the funding of funds from the Borrower Equity, including the Lyons Equity which shall be deposited therein on or about the date hereof.

E. Owner has established a deposit account, entitled “21c Lexington – Construction Operating Account” at Central Bank (the “**Borrower Construction Operating Account**”), which shall be used to facilitate the disbursement of funds from the Loans and Borrower Equity to pay for periodic payments to the General Contractor and to other third parties with the consent of the Approving Parties, related to the construction of the Project.

F. Owner has established a deposit account, entitled “21c Lexington LLC, Interim Funding Account” at Central Bank (the “**Borrower Interim Funding Account**”), which shall be used by Borrower to pay for certain costs prior to the approval of such costs pursuant to the approval process described in this Agreement, provided that each such costs must be included in the next submitted Pay App and Request for Disbursement for approval pursuant to the terms hereof and funds equal to the aggregate amount of such costs shall be paid into the Borrower Interim Funding Account upon the approval of the applicable Request for Disbursement. The Borrower Interim Funding Account shall be initially funded as of the date hereof in the amount of \$200,000 and shall be maintained at a maximum balance of \$200,000. Borrower shall provide a monthly summary of activity in the Borrower Interim Funding Account to each Approving Party.

G. The parties acknowledge that all of the proceeds of the UDAG Loan will be disbursed on the date hereof pursuant to the Flow of Funds Memorandum.

H. The parties acknowledge that Lenders, Owner and Managing Member shall deposit a portion of the Loans and Borrower Equity proceeds into the applicable Construction Disbursement Account, Borrower Interim Funding Account and/or the Borrower Construction Operating Account, as provided herein, upon the occurrence of certain conditions described in the Loan Documents and this Agreement. Upon the receipt by Owner of deposits into the Borrower Construction Operating Account in accordance with this Agreement, Owner shall use such funds solely in order to make periodic payments to the General Contractor, and to other third parties, related to the construction of the Project, all with the consent of the Approving Parties as set forth more fully herein.

2. **Request for Disbursement Procedure.** In addition to satisfying the other requirements for the disbursement of funds set forth in this Agreement and the Loan Documents, each request for disbursement hereunder shall consist of and be processed as follows:

A. The General Contractor, Owner's Representative and Architect shall negotiate in good faith to prepare a General Contractor's Affidavit and Requisition for Funds, in the form of Exhibit 3 hereto, executed by the General Contractor and accompanied by each of the following (collectively, the "**Pay App**"):

- i. AIA G 702: Application and Certification for Payment (1992);
- ii. AIA G 703: Attached Detail Supporting G702 (1992) (i.e., a Schedule of Values);
- iii. a current lien waiver, in the form shown on Exhibit 2, executed by the General Contractor, and all first-tier subcontractors of the General Contractor, conditioned only upon payment of the then-current Pay App;
- iv. a Project change event log that lists signed change orders, and also describes anticipated changes, including estimated or actual values for such anticipated changes; and
- v. an updated CPM schedule for completion of the Project.

B. The Owner's Representative shall submit the Pay App to the Architect for review and execution by the 5th day of each month. The Architect shall have three business days from receipt of the Pay App in which to review, approve and execute the Pay App, and then deliver its signature to the Owner's Representative. Signature by the Architect shall be deemed to evidence its approval of the Pay App, and certification to the parties hereto that the work for which payment has been requested has been completed in a good and worker-like manner, in accordance with applicable building and zoning codes, federal, state and local historic requirements and Americans with Disabilities Act requirements, in accordance with the Historic Approvals (defined below), the Plans and Specifications (as defined in the Loan Agreements), and in a percentage consistent with the Pay App. "**Historic Approvals**" shall mean, collectively, the Part 2 Applications submitted to the National Park Service with respect to the Project and any other Historic Tax Credit Documents (as defined in the QLICI Loan Agreement).

C. [intentionally deleted]

D. Upon receipt of the Pay App executed by the Architect, the Owner's Representative shall submit the Pay App to Central Bank (in its role as communication liaison) and the Construction Consultant for review, and any signed change orders not previously

received by Construction Consultant, Lenders or USBCDC, to Central Bank and the Construction Consultant by the 8th day of each month.

- i. Construction Consultant shall conduct on-site inspections of the Project on a monthly basis promptly after receipt of each Pay App. Construction Consultant shall deliver a construction progress report (the “**Construction Progress Report**”) to Lenders, Tenant and USBCDC in connection with each on-site inspection within five business days of receipt of such Pay App. The Construction Progress Report shall (a) provide an overall construction progress update with respect to the Project, (b) indicate whether the Project sources are in balance with the budget for the Project, (c) indicate whether the percentage of Project completion is in accordance with the initial Project construction schedule submitted by the Owner to Lenders, Tenant and USBCDC, and (d) provide a detailed breakdown of work completed at the Project based upon the line items listed in the Project budget submitted by the Owner to, and approved by, Lenders, Tenant and USBCDC.
- ii. Construction Consultant shall obtain and review all submitted lien waivers related to the Project. In addition, Construction Consultant shall, within five business days of receipt of each Pay App, deliver a report summarizing its review and approval of each Pay App to Lenders, Tenant and USBCDC (the “**Disbursement Report**”). The Construction Consultant may combine the Construction Progress Report and the Disbursement Report into a single document.

E. After receipt of the Pay App executed by the Architect, the Owner’s Representative shall prepare a disbursement request cover page (in the form set forth in the Project budget tracker set forth on Exhibit 5) summarizing the entire Project costs (the “**General Contractor’s Requisition**”). In addition, the Owner and Owner’s Representative shall prepare and execute each of the following (the “**Owner Materials**,” and together with the Pay App and the General Contractor’s Requisition, the “**Request for Disbursement**”), which the Owner and Owner’s Representative shall prepare and approve no later than the 20th day of each month:

- i. a completed and executed Request for Disbursement;
- ii. Owner’s Affidavit and Requisition for Funds, in the form of Exhibit 4 attached hereto, and attaching thereto:
 - (a) a list of all Project construction and non-construction costs payable pursuant to the Request for Disbursement and a list of payees;
 - (b) any items required to be delivered for such Disbursement pursuant to Sections 3 - 5 of this Agreement, including, without limitation, all required lien waivers.
- iii. invoices for construction costs in excess of \$10,000, and invoices for all non-construction costs and any other expenses for which Owner seeks reimbursement;
- iv. any signed change orders not previously received by Lenders or USBCDC; and
- v. a Project budget tracker on a form set forth on Exhibit 5, including the accompanying cover sheet, updated to reflect the costs and expenses incurred in the current Request for Disbursement.

The Owner and Owner's Representative shall prepare the Owner Materials and complete and execute the Request for Disbursement by the 20th day of each month.

F. The Owner or the Owner's Representative shall next submit the Request for Disbursement to USBCDC, Tenant, and Lenders for review and, to the extent set forth in Section 2.H. hereof, approval. The Owner and Owner's Representative shall submit the Request for Disbursement to USBCDC, Tenant, and Lenders by the 20th day of each month. Each applicable Approving Party shall provide to Central Bank a copy of its respective written (which may include by electronic mail) approval or disapproval of each Request for Disbursement no later than 5:00 pm Central time on the day that is ten (10) calendar days after receipt by all applicable Approving Parties of a complete Request for Disbursement, Construction Progress Report and Disbursement Report (collectively, the "**Approving Party Package**"). Each Approving Party has designated an initial list of its representatives who are authorized to provide approval or disapproval, and their electronic mail addresses, on Exhibit 7. Any Approving Party may modify its authorized representatives by providing notice thereof to the other Approving Parties. If any applicable Approving Party does not concur with Construction Consultant's recommendation approving or denying, in whole or in part, a Pay App, then such party shall notify Construction Consultant and Central Bank in writing within ten (10) calendar days of receipt of the Approving Party Package, of the reason for such disagreement with Construction Consultant's recommendation or the Request for Disbursement. If any applicable Approving Party fails to provide written approval or disapproval within such ten (10) calendar day period, then such Approving Party shall be deemed to have approved the Request for Disbursement. If a Request for Disbursement has been approved by all applicable Approving Parties and the other requirements for disbursements set forth in this Agreement have been satisfied, then Central Bank shall promptly notify all of the Approving Parties of such approval as provided in Section 2.G. and such Request for Disbursement shall be deemed approved (each, an "**Approved Draw**").

G. Within two (2) business days of receipt by Central Bank of each Approving Party's approval (or deemed approval) of the Request for Disbursement, Central Bank shall so inform via electronic mail to each Approving Party's representatives, the Construction Consultant and the Owner's Representative that the applicable Request for Disbursement constitutes an Approved Draw (each, a "**Central Bank Approval Notification**"), in the form set forth in Exhibit 6. Each Central Bank Approval Notification shall also include instructions as to the extent to which the amounts to be disbursed pursuant to the applicable Request for Disbursement are to be funded from the QLICI Disbursement Account, the Borrower Equity Disbursement Account, the Fifth Third Disbursement Account, and/or the LFUCG HUD Disbursement Account and/or from the Central Bank Loan, consistent with Section 6 hereof. No later than the end of the following business day, (i) Fifth Third shall, as applicable and to the extent not previously advanced to the Fifth Third Disbursement Account, disburse the applicable Project funds into the Fifth Third Disbursement Account, which amount shall be subsequently transferred by Central Bank to the Borrower Construction Operating Account by the end of the following business day, (ii) LFUCG shall, as applicable and to the extent not previously advanced to the LFUCG HUD Disbursement Account, disburse the applicable Project funds into the LFUCG HUD Disbursement Account, which amount shall be subsequently transferred by Central Bank to the Borrower Construction Operating Account by the end of the following business day, (iii) Borrower shall, as applicable and to the extent not previously advanced to the Borrower Equity Disbursement Account, disburse the applicable Project funds from the Borrower Equity into the Borrower Equity Disbursement Account, which amount shall be

subsequently transferred by Central Bank to the Borrower Construction Operating Account by the end of the following business day, and/or (iv) Central Bank, as applicable, shall disburse the Project funds from the Central Bank Loan into the Borrower Construction Operating Account. The funding shall occur in the order set forth in Section 6 hereof. Owner or Owner's Representative shall, by the end of the business day following the day on which such Project funds are deposited into the Borrower Construction Operating Account as aforesaid, and if all the conditions of this Agreement have been complied with, disburse such Project funds from the Borrower Construction Operating Account by delivering to the persons and/or entities shown in the Approved Draw the amounts so requested and approved. Within forty-eight (48) hours of making such payments, Owner or Owner's Representative shall deliver to Lenders and USBCDC evidence that they made such payments.

H. Although USBCDC, Tenant, and Lenders are all entitled to receive each Request for Disbursement, Construction Progress Report and Disbursement Report as set forth in Section 2.F, only the following Approving Parties are required to provide their approval to a Request for Disbursement:

- i. If the Approved Draw will be funded, in whole or in part, by proceeds of the QLICI Loans, then the applicable Approving Parties for such funding are Fifth Third, BR CDE, CVC CDE, Central Bank, LFUCG, and USBCDC.
- ii. If the Approved Draw will be funded, in whole or in part, by proceeds of the Borrower Equity, the Central Bank Loan, the HUD Loan, the UDAG Loan or the Fifth Third Loan, then the applicable Approving Parties for such funding are Central Bank, Fifth Third, LFUCG and USBCDC.

I. If Central Bank receives a written (which may include by electronic mail) objection to the Request for Disbursement from any applicable Approving Party prior to the expiration of the ten calendar day review period described in Section 2.F., then Central Bank shall so inform the other Approving Parties, the Construction Consultant and the Owner's Representative. In such event, all parties agree to cooperate in good faith to address the reasons for the disapproval until such parties agree to a revised Request for Disbursement.

J. Owner may not submit a Request for Disbursement more frequently than monthly.

K. Notwithstanding anything herein to the contrary, on or about the date hereof, an initial disbursement (the "*Initial Disbursement*") of UDAG Loan proceeds and QLICI Loan proceeds shall be made from a Borrower account held at U.S. Bank National Association pursuant to the Flow of Funds Memorandum. The Initial Disbursement shall be made strictly in accordance with the Flow of Funds Memorandum, which Flow of Funds Memorandum may not be amended without the prior written consent of the parties thereto. With respect to the Initial Disbursement, the foregoing shall be in lieu of the disbursement procedures described herein, and all of the parties hereto approve of such disbursements.

3. Conditions to All Disbursements. No disbursement of funds to Owner into the applicable Construction Disbursement Account, the Borrower Interim Funding Account and/or Borrower Construction Operating Account, as applicable, shall be made until the satisfaction of the conditions precedent set forth on Schedule 1 attached hereto, except to the extent that said conditions precedent are waived by the applicable Approving Parties.

4. **Conditions to Periodic Disbursements.** The first disbursement of funds to Owner into the applicable Construction Disbursement Account, the Borrower Interim Funding Account and/or Borrower Construction Operating Account, as applicable, shall not be made until all conditions precedent to closing the Loans have been satisfied and the Loans have closed. The first and subsequent disbursements of funds to Owner into the applicable Construction Disbursement Account, the Borrower Interim Funding Account and/or Borrower Construction Operating Account, as applicable, (the “*Periodic Disbursements*”) shall not be made until the satisfaction of the conditions precedent set forth on Schedule 2 attached hereto, except to the extent that said conditions precedent are waived by the applicable Approving Parties.

5. **Conditions to Final Disbursement.** The final disbursement of funds to Owner into the applicable Construction Disbursement Account, the Borrower Interim Funding Account and/or Borrower Construction Operating Account, as applicable, (the “*Final Disbursement*”; together with the Periodic Disbursements, the “*Disbursements*”) shall not be made until completion of the Project and the satisfaction of the conditions precedent set forth on Schedule 3 attached hereto, except to the extent that said conditions precedent are waived by the applicable Approving Parties.

6. **Funding Priority of Approved Requests for Disbursement.** All parties acknowledge the following constitute the Project sources of funds, disbursement requirements, and priority of funding sources:

A. First, subject to compliance with the requirements set forth in the applicable Loan Documents, proceeds of the UDAG Loan in the amount called for in the applicable Central Bank Approval Notification with respect to each Approved Draw. Notwithstanding anything to the contrary, all of the proceeds of the UDAG Loan shall be disbursed (i) prior to disbursal of the proceeds of any of the QLICI Loans, Borrower Equity, the HUD Loan, the Fifth Third Loan and the Central Bank Loan, and (ii) on the date hereof pursuant to the Flow of Funds Memorandum;

B. Second, subject to compliance with the requirements set forth in the applicable Loan Documents, proceeds of the QLICI Loans in the amount called for in the applicable Central Bank Approval Notification with respect to each Approved Draw. Notwithstanding anything to the contrary, all of the proceeds of the QLICI Loans shall be disbursed prior to disbursal of the proceeds of any of the Borrower Equity, the HUD Loan, the Fifth Third Loan and the Central Bank Loan;

C. Third, proceeds of the Borrower Equity in the amount called for in the applicable Central Bank Approval Notification with respect to each Approved Draw. Notwithstanding anything to the contrary, all of the proceeds of the Borrower Equity shall be disbursed prior to disbursal of the proceeds of the HUD Loan, the Fifth Third Loan and the Central Bank Loan;

D. Fourth, subject to compliance with the requirements set forth in the applicable Loan Documents, proceeds from the Fifth Third Loan in the amount called for in the applicable Central Bank Approval Notification with respect to each Approved Draw. Notwithstanding anything to the contrary, all of the proceeds of the Fifth Third Loan shall be disbursed prior to disbursal of the proceeds of the HUD Loan and the Central Bank Loan;

E. Fifth, subject to compliance with the requirements set forth in the applicable Loan Documents, proceeds of the HUD Loan and the Central Bank Loan in the amount called for in the applicable Central Bank Approval Notification with respect to each Approved Draw pursuant

to the following proportion: (i) 2/3 from the Central Bank Loan, and (ii) 1/3 from the HUD Loan.

7. **Project in Balance.** If, at any time during the course of construction of the Project, any of Lenders, Tenant, Construction Consultant, or USBCDC reasonably determines, and has advised all other Lenders in writing of its determination that, the total of the unpaid costs of the Project as indicated on Owner's Affidavit and Requisition for Funds exceeds the sum of the undisbursed proceeds of the Loans and Borrower Equity, no further disbursements shall be made until Owner has deposited into the Borrower Construction Operating Account the sum necessary to make the undisbursed proceeds of the Loans and Borrower Equity equal to the unpaid costs for the Project, which cost shall be agreed upon in writing by all Lenders.

8. **Miscellaneous.**

A. Owner, General Contractor, Tenant and Lenders agree that agents and employees of Lenders, USBCDC and Construction Consultant shall have the right to enter upon the Project at any reasonable time for inspection purposes, upon reasonable advance notice to Owner, with reasonable coordination and cooperation with Owner's Representative and General Contractor, and subject to reasonable safety precautions and waivers/assumptions of risk.

B. Managing Member agrees to cause to be constructed all of the improvements described in all agreements between Owner and General Contractor related to the construction of the Project, and all amendments, supplements, exhibits, and modifications thereto (collectively, the "***Construction Contract***"). General Contractor agrees to cause all such improvements described in the Construction Contract to be constructed in full accordance with the Construction Contract. Conditioned upon payment in accordance with such Construction Contract, General Contractor agrees that such construction shall be free of liens imposed by law for service, labor and material.

C. Architect, Owner and General Contractor agree, and hereby represent to each of Lenders, Tenant, and USBCDC, that the construction work contemplated in this Agreement is as set forth in the scope of work more particularly described in the Construction Contract. The General Contractor agrees to cause all improvements for the Project to be constructed in full accordance with Construction Contract and to cause the Project to be completed in accordance with the construction documents as described in the Construction Contract (collectively, the "***Construction Documents***"). The General Contractor further agrees that it will not deviate from such scope of work, nor fail to complete any portion thereof and further acknowledges and agrees that it will complete said scope of work, in a good and worker-like manner and in accordance with all applicable laws as to the performance of such work, for a guaranteed maximum price not to exceed \$26,470,059, subject to modifications as described in the Construction Contract. Notwithstanding the foregoing, a change in such scope of work shall require the consent of General Contractor, Owner and Architect, and shall be evidenced by a written change order, or as set forth in a construction change directive, which shall later be evidenced by a change order in accordance with the Construction Contract. Notwithstanding the foregoing, any change in such scope of work that in the aggregate increases or decreases (i.e., the sum of the amount of all such increases and decreases) the cost of the work under the Construction Contract by (i) more than \$150,000 in any month, or (ii) a change of more than \$500,000 in the aggregate (i.e., the sum of the amount of all such increases and decreases) for all changes in costs to date, are subject to the prior written approval of General Contractor, Owner,

Architect, Tenant, Lenders and USBCDC; provided, however, that the parties hereto are aware that Owner intends to execute certain change orders relating to the changes described on Exhibit 8 hereto and agree that, so long as such change orders do not exceed, in the aggregate, \$750,000, such change orders shall not be subject to the approval described in the immediately preceding clause and shall not be included in the aggregate amount threshold described in the immediately preceding clause.

D. Owner agrees that, without the consent of Tenant, Lenders and USBCDC, it will not enter into additional contracts for work beyond the guaranteed maximum price set forth in the Construction Contract with the General Contractor in the amount of \$26,470,059. General Contractor agrees not to perform any additional work beyond the contracts already executed, unless change orders are submitted and approved as provided in Section 8.C. above, if required. Owner, Architect, Lenders and USBCDC, as the case may be, agree to approve or reject those change orders for additional work as described in Section 8.C. above.

GENERAL CONTRACTOR ACKNOWLEDGES AND AGREES THAT IF IT CONSTRUCTS ANY WORK AT THE PROJECT OTHER THAN THAT WORK SET FORTH IN THE CONSTRUCTION CONTRACT (AND AT THE GUARANTEED MAXIMUM PRICE THEREFOR), PRIOR TO RECEIPT OF A CHANGE ORDER OR CONSTRUCTION CHANGE DIRECTIVE APPROVED IN WRITING AS PROVIDED IN SECTION 8.C. ABOVE, THAT GENERAL CONTRACTOR SHALL BE SOLELY LIABLE AND RESPONSIBLE FOR ALL COSTS OF SUCH UNAUTHORIZED WORK, IF THE ADDITIONAL WORK IS NOT EVENTUALLY ACCEPTED OR ACKNOWLEDGED BY THE ARCHITECT, OWNER, TENANT, LENDERS AND USBCDC IN WRITING.

E. In the event of conflict between the terms hereof, and the terms of the Architect's Agreement between the Architect and the Owner (the "*Architect's Agreement*") or the terms of the Construction Contract between General Contractor and Owner, the terms of this Agreement shall govern with respect to disbursing and changes in the scope of work under said Construction Contract, and the respective Architect's Agreement and/or Construction Contract shall be deemed to be amended.

F. In the event of conflict between the terms hereof and the terms of any of the Loan Documents, the Loan Documents shall govern as regards the rights and obligations between the applicable Lender and Owner, as the case may be.

9. Indemnifications; Limitation of Liability.

A. The Owner, acting by and through Managing Member, agrees to defend, and does hereby indemnify and hold, Lenders, Tenant, USBCDC and General Contractor harmless from all loss or damage of any nature which any or all of the above entities may sustain resulting from willful misconduct or grossly negligent act or omissions of the Owner in the performance of its obligations under this Agreement. Notwithstanding the foregoing, the foregoing agreements of indemnity do not extend to events of willful misconduct or gross negligence by Lenders, Tenant or USBCDC in performance of its respective obligations under this Agreement.

B. None of the Approving Parties shall have any liability to Owner, any other Approving Party, the General Contractor, the Architect, the Construction Consultant or any other party with respect to any decision, approval or consent made or provided by such parties in reliance, in whole or in part, on the documents submitted pursuant to this Agreement and the

Loan Agreements or on representations made by Owner, the Architect, the General Contractor or the Construction Consultant (including without limitation any construction inspector) in connection with a Request for Disbursement, and no decision, approval or consent by any of the Approving Parties shall be deemed to be an approval or acceptance by such parties of any plans, specifications, work or materials done or furnished, or equipment or property purchased, with respect to the Project, or a representation by any of the Approving Parties, as applicable, as to the fitness of such plans, specifications, work, materials, equipment, or property.

C. Failure of any party to this Agreement, other than General Contractor, to perform any condition, requirement, or obligation shall not excuse any failure by Owner to pay General Contractor under the Construction Contract. General Contractor's right to payment by Owner under the Construction Contract is not contingent on performance of any condition, requirement, or obligation by any other party to the Agreement.

10. Retainage. Subject to the approvals required hereunder and the disbursement of funds on the terms and conditions set forth in this Agreement, the General Contractor shall be entitled to payment as construction on the Project progresses on the terms and conditions set forth in the Construction Contract, subject to the withholding of any retainage required under the terms of the Construction Contract to be deposited into the "21c Lexington LLC Escrow Account, FBO Wehr Constructors" (the "***Retainage Escrow***"). Subject to the terms of the Construction Contract, the balance in the Retainage Escrow shall be released to the General Contractor upon written certification from the Construction Consultant of the satisfaction of all other conditions necessary for the Final Disbursement. Nothing herein shall obligate Lenders to approve any advance of retainage except as set forth in the Loan Documents.

11. Notices. All notices required or permitted to be delivered hereunder shall be delivered by registered or certified mail, by nationally recognized overnight delivery service with proof of delivery, by personal delivery, by email or by fax (with a hard copy sent by first class mail), to the following addresses:

If to Owner or Managing Member: 21c Lexington LLC
c/o 21c Museum Hotels LLC
710 West Main Street, Third Floor
Louisville, KY 40202
Attn: General Counsel
Facsimile: (502) 581-1087
Email: pallen@21chotels.com

With a copy to: Nixon Peabody LLP
401 9th Street NW, Suite 900
Washington, DC 20004
Attention: Andrew Potts, Esq.
Facsimile: (202) 585-8080
Email: apotts@nixonpeabody.com

And to: Miller Wells PLLC
710 West Main Street, 4th Floor
Louisville, Kentucky 40202
Attention: Andrew Fleischman, Esq.

Fax: (502) 855-4971
Email: afleischman@millerwells.com

If to Tenant: 21c Lexington Master Tenant LLC
c/o 21c Museum Hotels LLC
710 West Main Street, Third Floor
Louisville, KY 40202
Attn: General Counsel
Facsimile: (502) 581-1087
Email: pallen@21chotels.com

With a copy to: Nixon Peabody LLP
401 9th Street NW, Suite 900
Washington, DC 20004
Attention: Andrew Potts, Esq.
Facsimile: (202) 585-8080
Email: apotts@nixonpeabody.com

And to: Miller Wells PLLC
710 West Main Street, 4th Floor
Louisville, Kentucky 40202
Attention: Andrew Fleischman, Esq.
Fax: (502) 855-4971
Email: afleischman@millerwells.com

And to: U.S. Bancorp Community Development Corporation
1307 Washington Avenue, Suite 300
St. Louis, Missouri 63103
Attn.: Director of Construction Monitoring
Reference: Project Number 22557
Facsimile: (314) 335-2601
Email: usbcdc.nmtc&htc@usbank.com

And to: Husch Blackwell LLP
190 Carondelet Plaza, Suite 600
St. Louis, Missouri 63105
Attention: Edward J. Lieberman
Facsimile: (314) 480-1505
Email: ed.lieberman@huschblackwell.com

If to Central Bank: Central Bank & Trust Co.
300 West Vine Street
Lexington, Kentucky 40507
Attn: Commercial Loan Department
Facsimile: (859) 253-6100
Email: PThornsbury@centralbank.com

With a copy to: Stites & Harbison PLLC
400 West Market Street, Suite 1800
Louisville, Kentucky 40202
Attention: William H. Haden, Jr.
Facsimile: (502) 779-8210
Email: Bhaden@stites.com

If to LFUCG: Lexington-Fayette Urban County Government
200 E. Main Street
Lexington, Kentucky 40588
Attention: Irene Gooding
Facsimile: (859) 258-3081
Email: ireneg@lexingtonky.gov

With a copy to: Department of Law
Lexington-Fayette Urban County Government
200 E. Main Street
Lexington, Kentucky 40588
Facsimile: (859) 258-3538
Email: dbarberie@lexingtonky.gov

And to: Taft Stettinius & Hollister LLP
1717 Dixie Highway, Suite 910
Covington, KY 41011-2799
Attention: James Parsons
Facsimile: (859) 331-2838
Email: parsonsj@taftlaw.com

If to BR CDE: Brownfield Revitalization 37, LLC
c/o Cherokee Investment Partners
111 East Hargett Street, Suite 300
Raleigh, NC 27601
Attn: Bret Batchelder
Facsimile: (919) 743-2501
Email: bbatchelder@cherokeefund.com

With a copy to: The Bernstein Companies
3299 K Street NW, Suite 700
Washington, DC 20007
Attn: Stefan Kershow, Chris Best and Phil Aftuck
Facsimile: (202) 333-3323
Email: skershow@consortiumcapital.com,
cbest@consortiumcapital.com,
paftuck@consortiumcapital.com

And to: Leverage Law Group LLC
4601 College Boulevard, Suite 280
Leawood, KS 66211
Attention: Paul O'Hanlon, Esq.
Facsimile: (913) 469-4000
Email: paul.ohanlon@leveragelaw.com

If to CVC CDE: Community Ventures Investment XIV, LLC
c/o Community Ventures Corporation
1450 North Broadway
Lexington, Kentucky 40505
Attention: Bill Moody
Facsimile: (859) 231-0261
Email: bmoody@cvcky.org

With a copy to: Law Office of Mark D. Foster
4835 LBJ Freeway, Suite 424
Dallas, Texas 75244
Attention: Mark D. Foster, Esq.
Facsimile: (214) 363-9551
Email: mark@mdfoster.com

If to Fifth Third: Fifth Third Bank
1850 East Paris Avenue SE
Grand Rapids, MI 49546
Attn: Beth Davies
Facsimile: (616) 653-2457
Email: Beth.Davies@53.com

With a copy to: Graydon Head & Ritchey LLP
1900 Fifth Third Center
511 Walnut Street
Cincinnati, OH 45202
Attention: Jeff Rohr, Esq.
Facsimile: (513) 651.3836
Email: jrohr@graydon.com

If to USBCDC: U.S. Bancorp Community Development Corporation
1307 Washington Avenue, Suite 300
St. Louis, Missouri 63103
Attn.: Director of Asset Management - NMTC
Reference: Project Number 22557
Facsimile: (314) 335-2601
Email: usbcdcnmtc&htc@usbank.com

With a copy to: Husch Blackwell LLP

190 Carondelet Plaza, Suite 600
St. Louis, Missouri 63105
Attention: Edward J. Lieberman
Facsimile: (314) 480-1505
Email: ed.lieberman@huschblackwell.com

If to Architect: Perfido Weiskopf Wagstaff & Goettel, LLC,
408 Boulevard of the Allies
Pittsburgh, PA 15219
Attn: Alan Weiskopf
Facsimile: (412) 391-1657
Email: aweiskopf@pwwgarch.com

If to General Contractor: Wehr Constructors, Inc.
2517 Plantside Drive
Louisville, KY 40299
Attn: Shawn Woosley
Email: shawn@wehrconstructors.com

If to Owner's Representative: McCall Group, LLC
7112 Gerber Avenue
Louisville, KY 40214
Attn: Brad Wilcox
Facsimile: (502) 366-3333
Email: brad@mccallgroup.org

or to such alternate address as any party hereto gives notice in accordance herewith. All notices delivered by facsimile shall be deemed received on the day sent. All documents sent by registered or certified U.S. Mail shall be deemed to be received two (2) business days after placement in the mail.

12. Right to Complete. In the event of an uncured default by Owner hereunder, the parties agree that Lenders, in the same order of "Funding Priority" as set forth in Section 6 herein (or Tenant, in the event that the Lenders each decline to do so), may forthwith enter into possession of the premises to preserve the improvements and to perform any and all work and labor necessary to complete construction of the improvements substantially in accordance with the plans and specifications and each of Architect and General Contractor agrees to continue to perform its respective services on behalf of such Lender (or Tenant in the event each Lender so declines), upon the occurrence of such event, conditioned upon first receiving all payments owed to it in accordance with the respective contracts prior to continuing to perform its services on behalf of such Lender. For this purpose, Owner hereby constitutes and appoints each Lender (or Tenant, in the event each Lender so declines) its true and lawful attorney-in-fact, with full power of substitution, to complete the construction in the name of Owner, and thereby empowers said attorney as follows: to use any funds of Owner then on deposit with any Lender, for the purpose of completing the construction of the improvements; to make such additions and changes and corrections in the plans and specifications which may be necessary or desirable to complete the construction; to employ such contractors, subcontractors, agents and architects as shall be

required for said purposes; to pay, settle or compromise all existing bills and claims which are or may be liens against the premises, or which may be necessary or desirable for the completion of the construction, or for the clearance of title; to execute all applications and certificates in the name of Owner which may be required for the completion of the construction; and to do any and every act which Owner may do in its own behalf.

13. Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to disbursing matters, and supersedes any and all prior oral or written agreements among the parties respecting disbursement of funds, including, without limitation, any prior disbursing agreement or arrangement among Owner, Lenders, Tenant, Managing Member, USBCDC, Construction Consultant, General Contractor and Architect.

14. Counterparts. This Agreement and any amendments hereto may be executed in several counterparts (including by facsimile or other electronic signature transmission), each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart.

15. Governing Law. This Agreement shall be governed by the internal laws of the Commonwealth of Kentucky.

16. Fees and Other Charges. Owner shall pay all reasonable fees and expenses incurred by Lenders, Construction Consultant, General Contractor and USBCDC, including without limitation fees payable to Construction Consultant (including without limitation, pursuant to that certain Letter of Understanding dated November 11, 2014 between Construction Consultant, Central Bank and USBCDC) and reasonable attorney fees, for services performed and sums advanced in connection with the transactions contemplated by this Agreement, plus reimbursement of all out of pocket expenses incurred in connection therewith. "Reasonable attorney fees" and similar phrases shall mean actual legal fees and expenses incurred at standard hourly rates without reference to a percentage of indebtedness or the claim sought to be enforced and upon which judgment is rendered.

17. Books and Records. Owner and Lenders (or their designees) will each keep and maintain, at all times, full, true and accurate books and records, in sufficient detail to reflect the disbursements made hereunder. Owner, Lenders, Construction Consultant and USBCDC may, during normal business hours, examine all books and records pertaining to the disbursements made by the Lenders hereunder and make extracts therefrom and copies thereof.

18. Standard for Approvals. Wherever this Agreement requires the approval, consent, satisfaction or judgment of a party, such party will not unreasonably withhold, condition or delay its approval, consent, satisfaction or judgment unless this Agreement provides that such approval, consent, satisfaction or judgment shall be in the sole discretion or determination of such party (or similar phrase).

[signatures begin on following page]

**COUNTERPART SIGNATURE PAGE TO
CONSTRUCTION AND DISBURSING AGREEMENT**

The undersigned acknowledges acceptance of and agreement to the terms contained in the Construction and Disbursing Agreement as of the date first above written.

USBCDC:

**U.S. BANCORP COMMUNITY
DEVELOPMENT CORPORATION,**
a Minnesota corporation

By: 

Nicole Blumner,
Vice President

**COUNTERPART SIGNATURE PAGE TO
CONSTRUCTION AND DISBURSING AGREEMENT**

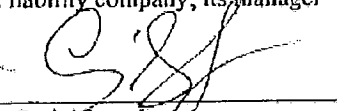
The undersigned acknowledges acceptance of and agreement to the terms contained in the Construction and Disbursing Agreement as of the date first above written.

OWNER:

21C LEXINGTON LLC,
a Kentucky limited liability company

By: 21c Museum Hotels LLC, a Delaware
limited liability company, its manager

By: _____


Craig Greenberg
President

Signature Page

**COUNTERPART SIGNATURE PAGE TO
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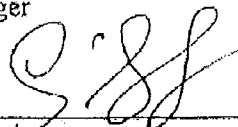
TENANT:

21C LEXINGTON MASTER TENANT, LLC,
a Kentucky limited liability company

By: 21c Lexington MT Manager LLC, a
Kentucky limited liability company, its
managing member

By: 21c Museum Hotels LLC, a
Delaware limited liability company,
its manager

By: _____


Craig Greenberg
President

Signature Page

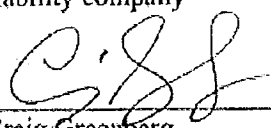
**COUNTERPART SIGNATURE PAGE TO
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MANAGING MEMBER:

21C MUSEUM HOTELS LLC, a Delaware
limited liability company

By: _____


Craig Greenberg
President

Signature Page

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OWNER'S REPRESENTATIVE:

MCCALL GROUP, LLC

By: David B. Wiley
Name: David B. Wiley
Title: PRAC/ML

Signature Page

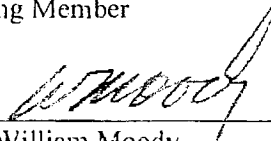
**COUNTERPART SIGNATURE PAGE TO
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The undersigned acknowledges acceptance of and agreement to the terms contained in the Construction and Disbursing Agreement as of the date first above written.

CVC CDE:

**COMMUNITY VENTURES INVESTMENT
XIV, LLC, a Kentucky limited liability company**

By: Community Ventures Corporation, a
Kentucky nonprofit corporation, its
Managing Member

By: 

William Moody
Executive Vice President

**COUNTERPART SIGNATURE PAGE TO
CONSTRUCTION AND DISBURSING AGREEMENT**


The undersigned acknowledges acceptance of and agreement to the terms contained in the Construction and Disbursing Agreement as of the date first above written.

BR CDE:

BROWNFIELD REVITALIZATION 37, LLC, a
Delaware limited liability company

By: Brownfield Revitalization, LLC, a Delaware
limited liability company, its managing member

By: Cherokee Investment Partners, LLC, a
Delaware limited liability company, its manager

By: 
Name: Bret Batchelder
Title: Managing Director

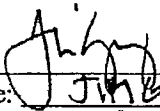
Signature Page

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LFUCG:

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

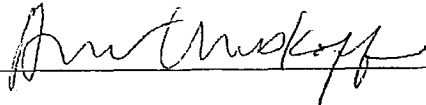
By: 
Name: Jim Beck
Title: Mayor

COUNTERPART SIGNATURE PAGE TO
CONSTRUCTION AND DISBURSING AGREEMENT

The undersigned acknowledges acceptance of and agreement to the terms contained in the Construction and Disbursing Agreement as of the date first above written.

ARCHITECT:

PERFIDO WEISKOPF WAGSTAFF + GOETTEL, LLC

By: 

Name: Alan Weiskopf, AIA

Title: Managing Principal

Signature Page

**COUNTERPART SIGNATURE PAGE TO
CONSTRUCTION AND DISBURSING AGREEMENT**

The undersigned acknowledges acceptance of and agreement to the terms contained in the Construction and Disbursing Agreement as of the date first above written.

CENTRAL BANK:

CENTRAL BANK & TRUST CO.,
a Kentucky banking corporation

By: Megan Barber
Name: Megan Barber
Title: V.P.

**COUNTERPART SIGNATURE PAGE TO
CONSTRUCTION AND DISBURSING AGREEMENT**

The undersigned acknowledges acceptance of and agreement to the terms contained in the Construction and Disbursing Agreement as of the date first above written.

FIFTH THIRD:

FIFTH THIRD BANK

By: Kevin O'Grady
Name: Kevin O'Grady
Title: Vice President

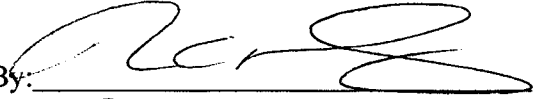
Signature Page

**COUNTERPART SIGNATURE PAGE TO
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GENERAL CONTRACTOR:

WEHR CONSTRUCTORS, INC.

By: 
Name: Shawn C. Woosley
Title: CFO

Signature Page

SCHEDULE 1

CONDITIONS PRECEDENT TO ANY DISBURSEMENT

1. Owner shall be in full compliance and there shall not be a default or Event of Default hereunder or under any of the Loan Documents, provided, however, that the Approving Parties may, by mutual consent, elect to authorize Disbursements notwithstanding the existence of a default or Event of Default, and any Disbursement authorized shall be deemed to have been made pursuant to this Agreement and shall be secured by the Loan Documents and shall not be deemed a cure of Owner's Events of Default.

2. The representation, warranties, and covenants set forth in the Loan Agreements are true and correct on the date of the Disbursement in all material respects.

3. The representation, warranties, and covenants set forth in the Borrower's Operating Agreement are true and correct on the date of the Disbursement in all material respects.

4. No default or Event of Default shall then have occurred and be continuing under the Loan Agreements or any of the other Loan Documents on the date of the request or the date of the Disbursement.

5. No default or Event of Default shall then have occurred and be continuing by Managing Member under the Owner's Operating Agreement on the date of the request or the date of the Disbursement.

6. No default or Event of Default shall then have occurred and be continuing by Managing Member under the Tenant's operating agreement on the date of the request or the date of the Disbursement.

7. No default or Event of Default under any of the Loan Documents shall result from the making of the Disbursement.

8. The Disbursement Report received by the Approving Parties from the Construction Consultant with respect to the Request for Disbursement shall have been acceptable to the Approving Parties.

9. The last Construction Progress Reports received by the Approving Parties from the Construction Consultant through the date of the Disbursement shall have verified that (i) the Project is on time and in balance with the Project budget, and (ii) all work relating to the invoices paid in connection with any previous Request for Disbursement has been completed on the job site and conformed to the Plans and Specifications and the schedule of construction.

10. If required by any Lender, each Lender shall have received and approved written confirmation from each Guarantor (as defined in the Loan Agreements (each a "**Guarantor**" and collectively, the "**Guarantors**") reaffirming its obligations under each applicable guaranty, each environmental indemnity agreement and any other Loan Documents to which any Guarantor may be a party.

11. If required by USBCDC, USBCDC shall have received and approved written confirmation from each Guarantor reaffirming its obligations under any applicable guaranty in favor of USBCDC or U.S Bank National Association to which any Guarantor may be a party.

SCHEDULE 2

CONDITIONS PRECEDENT TO PERIODIC DISBURSEMENTS

1. The satisfaction of any and all applicable conditions precedent set forth in the Loan Documents and this Agreement to each Periodic Disbursement.
2. Receipt of evidence by the Approving Parties that the Project is being constructed (i) in a good and worker-like manner by appropriate means in accordance with the Plans and Specifications and all required inspections and approvals have been obtained as and when necessary or desirable and (ii) in compliance with the Historic Approvals.
3. Receipt of evidence by the Approving Parties that there has been no condemnation, casualty, or catastrophe affecting the security value of the Project.
4. Owner and Guarantors are solvent.
5. Owner is in balance on the Loans and Project budget, and in the Approving Parties' judgment, Owner can finish the Project and pay for it without the need for any additional proceeds.
6. The Request for Disbursement is in proper form and Owner has provided all supporting documentation required by Lenders, including work progress certifications by Architect and General Contractor, and Lenders have received approval from the Construction Consultant as well as invoices and lien claim waivers.
7. The Approving Parties shall have reviewed and approved any requests for changes in the Plans and Specifications or in the Construction Documents which changes shall have been approved by all of the Approving Parties, if required, prior to submission of the Request for Disbursement by Owner.
8. Certification by an authorized officer, on behalf of Owner, that, the proceeds of the requested Disbursement shall be used only for the payment or reimbursement of the items described in the Request for Disbursement and represented by the invoices or other appropriate documentation submitted in connection with the requested Disbursement, which costs, expenses and fees have been actually incurred by Owner, are directly connected with the construction of the Project and are included in the Project budget.
9. No order or notice shall have been made by, or received from, any governmental entity stating that the work of construction is or will be in violation of any law, ordinance, code or regulation affecting any Lender's collateral.
10. No lien or notice of intent to file a lien for work or services performed in or on the collateral or materials or equipment delivered thereto, shall have been recorded, filed or delivered to Owner or any of the Approving Parties that has not been bonded off.
11. As applicable, to the extent a disbursement is requested using the proceeds of any Loan, Owner shall cause McBrayer, McGinnis, Leslie & Kirkland, PLLC, as agent for Old Republic National Title Insurance Company (the "*Title Company*"), to increase the amount of the insurance coverage on the applicable Loan Policy to the total amount disbursed hereunder and the effective date of all policies (and of such Lender's affirmative mechanic's lien coverage)

shall be updated to the date(s) of such disbursement and to furnish a date down endorsement. Owner shall cause Title Company to fax an executed copy of such date down endorsement to each applicable Lender before such Lender shall be obligated to advance or authorize the advance the funds such Lender is to provide as part of any such disbursement. "*Loan Policy*" means the respective mortgagee's policy of title insurance in favor of each Lender issued by the Title Company and insuring the respective Loan and lien on the Project.

12. To the extent a Disbursement is requested for materials to be stored on-site or off-site and not immediately incorporated into the Project:

- a. Lender may, at its discretion, refuse to make a Disbursement for such items, if the requirements of 12(b)-(d) are not satisfied;
- b. Materials requested on a current or first-time basis should be shown in Column F entitled Stored Materials on an AIA G702;
- c. Owner will identify to the Approving Parties the storage site and will provide an inventory along with invoices and/or delivery tickets for the materials to be stored and describing the quantity and cost of the stored materials; and
- d. In the event the materials are to be stored off-site, whether in a bondable warehouse or at a supplier, Owner shall provide to the Approving Parties a certificate of hazard insurance sufficient in form and content to such parties showing the Approving Parties as additional insureds for the value of the materials.

13. Receipt by the Approving Parties of any other documents and assurances as such parties may reasonably request to comply with the provisions of this Agreement and the Loan Agreements.

SCHEDULE 3

CONDITIONS PRECEDENT TO FINAL DISBURSEMENT

The following are conditions precedent to Lender's obligation to make the final disbursement:

1. Owner has accepted the Project as complete.
2. Receipt by Lenders and Tenant of confirmation of final completion of the Project from the Construction Consultant.
3. Receipt by Lenders of evidence of the insurance required under the Loan Agreements.
4. Receipt of a certification by Architect that, based upon personal inspections at adequate intervals (not less frequently than monthly) during construction, all work has been completed in a good and worker-like manner and in accordance with the Plans and Specifications accepted by Lenders without variations other than those first accepted by Lenders in an identified writing or writings, and in accordance with applicable governmental requirements.
5. Owner shall have provided evidence reasonably satisfactory to Lenders that all construction costs shall, upon making the final disbursement, have been paid in full.
6. Receipt by Lenders and Tenant of a list of outstanding "punch list" items, if any, in form and substance satisfactory to Lenders and Tenant.
7. The period for filing worker's and materialmen's liens has expired or releases of liens in form and substance satisfactory to Lenders have been obtained by General Contractor.
8. Receipt of evidence of full payment for personal property, if any, in which Lenders have a security interest.
9. Receipt by Lender and USBCDC of a certificate from the Architect regarding compliance with (i) access laws and (ii) the Historic Approvals.
10. Receipt of evidence that the public authorities having jurisdiction over the Project have approved the Project in its entirety for permanent occupancy to the extent any such approval is a condition of the lawful use and occupancy of the Project.
11. If reasonably requested by any Lender or Construction Consultant, (a) receipt by the Approving Parties of an "as-built" survey, and (b) a complete set of "as-built" plans for the Project as completed.
12. Receipt by the Approving Parties of final lien waivers and releases from the General Contractor and Architect for the Project and, at the request of USBCDC, Construction Consultant and/or Lenders, all first-tier subcontractors of the General Contractor.
13. Receipt by the Approving Parties of contractor's affidavit of payment of debts and claims in the form of AIA G706 from General Contractor and Architect.
14. Any other conditions set forth in the Loan Documents.

EXHIBIT 1

[intentionally deleted]

EXHIBIT 2

Waiver of Lien and Agreement

See following form of General Contractor lien waiver.

EXHIBIT 3

General Contractor Affidavit
and Requisition for Funds

TO:

RE:

The undersigned does hereby request and authorize payments totaling _____ Dollars as described and itemized on Schedule A, attached, and does hereby certify that all amounts requested for labor and/or materials are physically incorporated into the project (except for "stored" items identified as such) in compliance with the plans and specifications approved by the addressees above, or for services truly performed relating to the subject property. All such payment requests, individually and in total, are in accordance with the terms of the Construction Documents, and represent the lesser of amounts actually due and billed or value of work in place and services performed.

The undersigned further certifies that no part of the payments requested include or contemplate rebates, commission or loans to the undersigned, their (its) beneficiaries, agents or assigns, and that all amounts requested are solely for the named payees and for the purposes indicated and that this requisition includes all amounts outstanding and payable on subject property through _____ [Date], except for retentions and the following: _____.

The undersigned further says that no claims have been made to the affiant by, nor is any suit now pending on behalf of, any contractor, subcontractor, laborer or materialman and further that no chattel mortgages, conditional bills of sale, retention of title agreements, security agreements, financing statements, or personal property leases have been given or are outstanding as to any fixtures, appliances, or equipment which are now installed in or upon said real property, or the improvements thereon, arising from labor and materials included in the construction contract, except the following: _____.

The undersigned does further certify to their (its) best knowledge and opinion that: (a) the subcontractors and material supplies shown on the breakdown submitted to the Lenders, Tenant and USBCDC are, in their opinion, capable of performing their contractual obligations; (b) after payment of the subject request, to the General Contractor's knowledge, the remaining costs to complete the Project, plus the General Contractor's fee, are equal to or less than the remaining unpaid amounts under the Construction Contract; (c) all underground utilities and on-site and off-site improvements currently shown in the Construction Documents are now or shall

Exhibit 3

EXHIBIT 3
(continued)

be available to the project, and all costs therefor are included in the cost breakdown and contract submitted to the Lenders, Tenant and USBCDC; (d) all work in place and material furnished to date is in compliance with those plans and specifications identified in that Construction and Disbursing Agreement dated as of December 8, 2014 among General Contractor, Lenders, Tenant, USBCDC, Owner and certain other parties thereto (the "***Construction and Disbursing Agreement***").

The undersigned does further certify that the undersigned, in connection with the Project, has paid and has caused its subcontractors to pay, federal Davis-Bacon prevailing wage rates ("***Prevailing Wages***") in accordance with the applicable wage rates for the Project promulgated by the U.S. Department of Labor Employment Standards Administration, Wage and Hour Division and has provided weekly payroll reports to LFUCG that includes the following information: (i) the period covered and a list containing the name, address, and Social Security number of each employee of General Contractor and each subcontractor paid for work completed in connection with the Project; (ii) the number of hours each employee worked each day on the Project during the reporting period, the total hours each week on the Project, the employee's hourly rate of pay, job classification, fringe benefits, and all deductions from wages and net pay; (iii) each fringe benefit, stating if it is paid in cash to the employee or to a named plan; and (iv) apprenticeship agreements for all apprentices utilized on the Project. The undersigned hereby certifies that such payroll reports are correct and complete and the wage rates shown are not less than those required by the Davis-Bacon Act.

The undersigned hereby acknowledge(s) the dependence others may place upon the statements contained herein. No obligation on the part of the Lenders, Tenant, USBCDC or their respective advisors, expressed or implied, is created by this requisition as to protection of the Owner and/or any contractors, or assigns from mechanics' or materialmen's lien claims, and the Owner and each contractor, as agreed between them, shall be responsible for the procurement of required lien waivers, paid bills and releases from both principal payees and all subordinate claimants thereunder and hereby covenants and agreed to hold

_____, and their agents harmless against any lien arising from work performed and materials and services provided within the scope of the Construction Contract, but only to the extent that the undersigned has been paid for such work, materials and services.

Capitalized terms used herein and not otherwise defined herein have the respective meanings ascribed to such terms the Construction and Disbursing Agreement.

EXHIBIT 3
(continued)

The undersigned agrees to furnish to _____
_____ lien waivers from all payees named herein
within two weeks from date of payment.

(Contractor)

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My commission expires:

(Attach standard A.I.A. G702 and G703 or equal, together with invoices from subcontractors and major material suppliers, complete with Schedules of Value, in support of Disbursements.)

EXHIBIT 4

**Managing Member's Affidavit and
Requisition for Funds No. _____**

Date: _____

TO:

Brownfield Revitalization 37, LLC
Community Ventures Investment XIV, LLC
Fifth Third Bank
Central Bank & Trust Co.
Lexington-Fayette Urban County Government
U.S. Bancorp Community Development Corporation
(collectively, "Project Participants")

**Project: Rehabilitation of First National Building, 167 West Main Street, Lexington,
Kentucky 40507, and Fayette Building, 145 – 151 West Main Street, Lexington,
Kentucky 40507**

The undersigned does hereby request and authorize payment totaling \$ _____ as described and itemized on Schedule A, attached, and does hereby certify and guarantee that all amounts requested for labor and/or material are physically incorporated into the Project (except for "stored" items shown on Schedule A), in compliance with the plans and specifications, with modifications approved by addressee above, or for services truly performed relating to the subject property. All such payment requests, individually and in total are in accordance with the terms of the executed Loan Documents (as defined in the Construction and Disbursing Agreement (defined below)) and represent the lesser of the amounts actually due and billed or value of work in place and services performed.

The undersigned further certifies that no part of the payments requested include or contemplate rebates, commission or loans to the undersigned, their beneficiaries, agents or assigns, and that all amounts requested are solely for the named payees and for the purpose indicated and that this requisition includes all amounts outstanding and payable on subject property through _____, _____, except for retainage (if any) provided for in the construction contract and the Loan Agreements (as defined in the Construction and Disbursing Agreement (defined below)) and Construction and Disbursing Agreement dated as of December 8, 2014 among General Contractor, Lenders, Tenant, USBCDC, Owner and certain other parties thereto (the "*Construction and Disbursing Agreement*"). Capitalized terms used herein and not otherwise defined herein have the respective meanings ascribed to such terms the Construction and Disbursing Agreement..

The undersigned further says that no claims have been made to the affiant by, nor is any suit now pending on behalf of, any contractor, subcontractor, laborer or materialman and further

Exhibit 4

EXHIBIT 4
(continued)

that no chattel mortgages, conditional bills of sale, retention of title agreements, security agreements, financing statements or personal property leases have been given or are outstanding as to any fixtures, appliances or equipment which are now installed in or upon said real property, or the improvements thereon, except as indicated on Schedule B (if any), attached.

The undersigned does further certify that the undersigned, in connection with the Project, has caused the General Contractor and all subcontractors to pay, federal Davis-Bacon prevailing wage rates (“*Prevailing Wages*”) in accordance with the applicable wage rates for the Project promulgated by the U.S. Department of Labor Employment Standards Administration, Wage and Hour Division and that weekly payroll reports has been provided to LFUCG that includes the following information: (i) the period covered and a list containing the name, address, and Social Security number of each employee of General Contractor and each subcontractor paid for work completed in connection with the Project; (ii) the number of hours each employee worked each day on the Project during the reporting period, the total hours each week on the Project, the employee’s hourly rate of pay, job classification, fringe benefits, and all deductions from wages and net pay; (iii) each fringe benefit, stating if it is paid in cash to the employee or to a named plan; and (iv) apprenticeship agreements for all apprentices utilized on the Project. The undersigned hereby certifies that such payroll reports are correct and complete and the wage rates shown are not less than those required by the Davis-Bacon Act.

The undersigned hereby acknowledges the dependence others may place upon the statements contained herein. No obligation on the part of the Lenders, Tenant, USBCDC or their respective advisor(s), expressed or implied, is created by this requisition as to protection of the Owner and/or any contractors or assigns from mechanics' or materialmen's lien claims, and the Owner and any contractor, as agreed between them, shall be responsible for the procurement of required lien waivers, paid bills, and releases from both principal payees and all subordinate claimants thereunder, and the undersigned hereby covenants and agrees to hold Project Participants and their agents and assigns harmless against any lien, claim or suit by the contractors, subcontractors, mechanics or materialmen in connection with the furnishing of said services, labor and material included in the requisition hereinabove described and all prior requisitions, except for acknowledged retainage (if any) provided for in the construction contract and construction loan agreement.

The undersigned does further certify that: (a) the subcontractors and material suppliers shown on the breakdown submitted to the Lenders, Tenant and USBCDC are in its opinion capable of performing their contractual obligations; (b) cost projections previously provided you are adequate to complete the work to be done and that the undisbursed portion of the Loan and Borrower Equity, including the advance requested herein, are adequate and sufficient to pay for all labor, materials, equipment, work, services and supplies necessary for the completion of the Project, including the installation of all fixtures and equipment required for the operation of the Project; (c) all underground utilities and on-site and off-site improvements are now or shall be available to the project, and all costs therefor are included in the cost breakdown and contract submitted to the Lenders, Tenant and USBCDC; (d) all work in place and material furnished to date is in compliance with those plans and specifications identified at loan closing by the

Exhibit 4

EXHIBIT 4
(continued)

Lenders, including requirements of sale contract(s), if any, the Master Lease between Owner and Tenant; and (e) all applicable requirements to the disbursement, as set forth on Schedules 1, 2 and 3 of the Construction and Disbursing Agreement, have been satisfied.

That the disbursement requested above shall be funded by _____.

The undersigned does agree to furnish to Project Participants (if requested by them), lien waivers from all payees named herein within two weeks from date payment is received by owner or prior to the next fund request, whichever shall occur first.

Managing Member:

21C MUSEUM HOTELS LLC

By: _____

Subscribed and sworn to before me this _____
day of _____, _____.

Notary Public

EXHIBIT 5

See attached blank Project budget tracker template.

Instructions for setting up and maintaining Disbursement Tracking Spreadsheet.

Note: This spreadsheet contains formulas to perform most of the calculations. These are located in un-highlighted cells. Users enter all information in either blue or yellow highlighted cells unless modifying the sheet for a specific loan.

Initial Setup: (All initial setup will be done in cells highlighted in Blue unless the sheet needs to be changed to fit the unusual circumstances of a particular loan)

- I. Open the "Cover Sheet" tab
 - A. Enter Loan Name in Cell B3
 - B. Enter the Loan Number in cell B4
 - C. Enter the Loan amount in cell B5
- II. Open the "Detail Budget" Tab
 - A. Check that Loan Amount (C2) has copied correctly from cell B5 on the
 - B. Enter the Interest Rate for the Loan in cell C3
 - C. Enter the Construction term in cell C4
 - D. Enter your detailed budget for the project in Column C
 - E. Enter Source information in column C at the bottom of the spreadsheet.
- III. Open the "Contractor Pay Apps" Tab
 - A. Enter the construction contract amount in cell D2
 - B. Enter the retainage amount (as a percent) in cell D4

Note that retainage may change to a lump

Entering a monthly Draw:

Monthly Disbursement information will be entered in the yellow highlighted cells.

- I. Open the "Cover Sheet" Tab and save the entire work book as "Disbursement #"
Note that the disbursement # and the contractors draw number may not be the same
 - A. Enter the draw date and draw number at the top
 - B. Enter the Amount, Payee, Budget Category, and special Pay requirements
 - C. Enter special notes if any.
- II. If you have changes to sources of the loan (e.g. The borrower gets an influx of donated cash and will not need the full loan amount from us.) Open the "Adjustment to Sources of Funds" tab and enter them there. This sheet just gives you a place to track the changes and they are not used elsewhere within the sheet for calculations.
- III. Open the "Contractor Pay App" Tab and enter the information in the yellow highlighted cells. You can get this directly from the AIA G702 Pay Application on lines 2 and 4 for the first 2 columns, and the third column is to verify that you are approving the amount requested on Line 8. This information is used for the retainage calculations on the cover sheet and the sheet will also help you detect some common clerical errors on the contractor's pay app. (Check you sheets calculations versus theirs, they do screw up on occasion) Also Note that it is good practice to always disburse exactly what is requested on line 8, if you want to cut the invoice for some reason, make the contractor re-invoice for the proper amount. Otherwise it will throw off their books and ours for the remainder of the project. if any line item is under funded then enter the additional amount required as a negative in cell E99. This is a draw on contingency funds. Then enter the same amount as a positive in the relevant line of column E. This will increase the amount budgeted for this item. Likewise you may reallocate between other line items in column E.
- IV. Open the "Detail Budget" tab and enter your pay apps and invoices in the appropriate budget category in the monthly draw column. These columns start in column "I" with "Draw 1" Additional columns are hidden to the right of column I to save screen space. Unhide the columns for the next draw then hide the unused columns when you are done. Also, remember to enter the total draw amount in the same column at the bottom under uses.
- V. Print out the cover sheet and the detailed summary and attach them to the pay apps and invoices being drawn. Include lien waivers and any other required documentation and make your draw request.

Loan Disbursement Tracker

Name of Loan: 21c Lexington
 Loan Number:
 Original Loan Amount: \$22,000,000
 Disbursement Date:
 Draw Number:

Approved Use of Proceeds Categories:

Amount	Category
\$0.00	Land Cost and Development
\$0.00	Financing and Closing Costs
\$0.00	Design Services and Consultants
\$0.00	Construction Costs
\$0.00	Insurance and Property Taxes
\$0.00	FF&E
\$0.00	Pre-Opening Costs
\$0.00	Reserves/CDE Fees
\$0.00	Developer Fee & Overhead
\$0.00	Project Contingency
\$0.00	TOTAL

Disbursement Summary to Date	
Project Status Snapshot:	
Borrower funds disbursed to third parties prior to closing	0
Borrower funds disbursed to third parties at closing	0
Loan funds reimbursed to borrower at closing	0
Loan funds disbursed to third parties at closing	0
Total loan funds disbursed to date (incl. this draw)	0
Total borrower and loan funds disbursed to date (incl. this draw)	0
Remaining loan funds to disburse	0
Contingency Status Snapshot:	
Original contingency	0
Contingency used to date	0
Contingency remaining	0
Construction Contract Status Snapshot:	
Base construction contract	26,470,059
Approved changes	16,259
Adjusted construction contract	26,486,318
Total construction completed \$	2,698,358
% complete	10%
Retainage withheld	0
Total construction disbursements incl this one	2,698,358

Disburse as follows:

Amount	Payee & Address	Category (from above)	Notes:
-	NA - see notes below	multiple	From Loan A
\$	-	TOTAL	

Special Notes on Disbursement:

Funds are being drawn from interest earned on the remaining balance of the \$3.5 million in Loan A funds, which are in deposit account # 1014700-80. Funds should be wired to:

Name of Account: 21c Durham LLC
 Bank: Republic Bank
 ABA: 083001314
 Account #: 57717311

Notes on Further Draws: See the attached spreadsheet for detailed budget and disbursements.

EXHIBIT 6

Form of Central Bank Approval Notification

To: Approving Parties
From: Central Bank & Trust Co. ("Central Bank")
Date:
Re: 21c Lexington LLC Request for Disbursement

Pursuant to Section 2.G. of the Construction and Disbursing Agreement dated as of December 8, 2014 (the "Agreement"), Central Bank hereby notifies the Approving Parties that all applicable Approving Parties (in accordance with Section 2.G. of the Agreement) have approved the following Request for Disbursement:

Req. for Disbursement No.: _____
Amount Requested: _____
Amount Approved: _____
Date Fully Approved: _____

Pursuant to Section 2.G. of the Agreement, the Approving Parties noted below are required to fund the Amount Approved into the Construction Disbursement Account, the Borrower Interim Funding Account or the Borrower Construction Operating Account, as applicable, held at Central Bank by the end of the business day following the date of this notice:

QLICI Loans:	\$
Borrower Equity:	\$
Borrower Interest Income:	\$
Central Bank:	\$
HUD:	\$
Fifth Third:	\$
TOTAL TO BE FUNDED	\$ _____

EXHIBIT 7

Approving Party representatives who are authorized to
provide approval or disapproval pursuant to Section 2

Approving Party	Authorized representatives and email addresses
BR CDE	Stefan Kershow, skershow@consortiumcapital.com, Chris Best, cbest@consortiumcapital.com, Phil Aftuck, paftuck@consortiumcapital.com
CVC CDE	Bill Moody, bmoody@cvcky.org
21c Lexington Master Tenant LLC	Matthew Prickett, matthew.prickett@usbank.com Ty Scheske, ty.scheske@usbank.com
Fifth Third	Beth Davies, Beth.Davies@53.com Tammy Gierszewicz, tammy.gierszewicz@53.com
Central Bank	Megan Barlow, Mbarlow@centralbank.com Paul Thornsberry, Pthornsberry@centralbank.com
Lexington-Fayette Urban County Government	Irene Gooding, ireneg@lexingtonky.gov William O'Mara, billo@lexingtonky.gov
USBCDC	Matthew Prickett, matthew.prickett@usbank.com Ty Scheske, ty.scheske@usbank.com

EXHIBIT 8

Approved Change Orders

Originally Unknown Structural Needs

1. **Additional Underpinning Needs** – During installation of the underpinning of the Fayette Building, it was discovered that the rock levels were not as assumed during design/bidding. Because of this condition, additional excavation and concrete was required to be installed in order to meet the building's load requirements.
2. **2nd Floor Replacement** – During demolition of the Fayette Building, it was discovered that the flooring system at the west bay was not constructed the same as the east bay. The subfloor in the west bay was installed directly on top of the steel joists, whereas the east bay had a decking and concrete topping on top of the joists. This presented both structural loading issues as well as elevation issues for the surrounding rooms to tie into. It was determined that the most economical and expeditious fix was to remove the 2nd floor system in the west bay and utilize the reinforcing steel that was part of the base contract to support a new composite decking system with a concrete infill that would allow for the support of the loads and solve the elevation issue. In that same area (and related to this) was a section of wall along Line E that was in very bad disrepair that ultimately needed to be removed. It was originally slated to remain only above the 3rd floor line but it was going to be cheaper and faster to remove it and replace with studs than to try to shore it and repair in place. The demo of the floor and the wall were completed at the same time.
3. **Steel Reinforcement at the Top of the Tower** – During restoration of the exterior masonry, it was discovered that the cause of the brick separation at the top of the tower that was included for repair was years of water intrusion that severely deteriorated and rusted the horizontal beams at the top of the building on the north and east sides. The beams needed to be structurally reinforced which required masonry removal and replacement as well as new steel installation — all off of a swing stage. A similar condition has been found at the vertical columns at the elevator penthouse at the top of the building that will require substantial shoring to complete.
4. **Masonry Repairs** – During demolition it was discovered that the condition of the existing masonry in some areas at the Fayette Building and the Upper Street Annex was either deteriorated and required repair to allow for structural connections or had to be infilled from prior duct openings and the existence of chimney flues.

Other Unknown Conditions

1. **Corridor Marble Panels** – During demolition of the upper floors (3 through 15), it was discovered that the corridor walls were covering up some original material that included original doors and sidelights (at locations that didn't work with our layout) as well as the existence of marble wainscot throughout. Once discovered, this was immediately

brought to SHPO's attention and a resolution was worked through that allowed us to remove the doors, but the trade was to reestablish the marble in the elevator lobbies only. Due to that, all of the marble had to be removed and salvaged and will have to be reinstalled in the elevator lobbies as the finished condition.

2. **Column demo/abatement** – During demolition of the upper floors (3 through 15), it was discovered that the width of the column enclosures that was assumed (based on destructive testing at the 6th floor during design) was not the typical width throughout the building. They had been constructed for the most part with a Terra Cotta wrap that was making them larger and affecting the guest room layout and egress patterns. As luck would have it, we also discovered a significant amount of piping in those columns that was wrapped with asbestos that needed to be abated. Once the columns and piping was removed, a void was left at the floor that needed to be infilled with concrete.
3. **6th Floor** – During demolition it was discovered that the 6th floor had been completely demolished during a previous renovation. As such, none of the wood flooring or window/base trim existed on this floor. New subfloor/gypcrete and architectural trim will need to be installed to match the balance of the floors.
4. **Upper Street Annex Basement Floor** – During trenching for MEP rough-in in the basement of the Upper Street Annex it was discovered that portions of the existing slab was not of sufficient thickness and constructed without a vapor barrier. These areas were replaced with new concrete and vapor mitigation.
5. **Ceiling Abatement** – During demolition, it was discovered that several ceilings that were previously concealed needed to be abated. These were removed and disposed of.

GMP Scope Gaps

1. **Fire Escape Refurbishment** – Preliminary pricing is indicating that the allowance in the GMP is approximately \$50,000 low for what is required at the fire escape. We are still working through scopes and evaluating other alternates but this will need to occur in some form as this is a required means of egress.
2. **Restaurant MT.6** – During GMP bidding, there was a qualified bid related to the metal material being used in the restaurant. What was assumed in the accepted bid was not acceptable and an ADD was accepted to upgrade the material.

This instrument prepared by:

Andrew M. Fleischman, Esq.
Miller Wells PLLC
710 West Main Street, 4th Floor
Louisville, Kentucky 40202
(502) 416-1632

After recording please return to:

Doug Worley, Esq.
Husch Blackwell LLP
190 Carondelet Plaza, 6th Floor
St. Louis, Missouri 63105
(314) 345-6221

SUBORDINATION, NONDISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENMENT AGREEMENT (this "Agreement") is made and entered into as of December 8, 2014 by and among 21c Lexington Master Tenant LLC, a Kentucky limited liability company (the "Master Tenant" or "Lessee"); 21c Lexington LLC, a Kentucky limited liability company, ("Owner" or "Lessor"); and Lexington-Fayette Urban County Government, a Kentucky urban county government organized under the provisions of KRS Chapter 67A (together with any permitted successors or assigns, "Lender").

RECITALS

WHEREAS, Owner is the owner of certain improved real property located in the City of Lexington, Kentucky, more particularly described on Exhibit A attached hereto, together with certain improvements thereon and all appurtenances, easements, rights of way and other rights belonging to or in any way pertaining thereto (collectively, the "Real Estate"); and

WHEREAS, Owner intends to rehabilitate and develop the historic buildings located on the Real Estate (collectively, the "Building"), in a manner that qualifies for the historic rehabilitation tax credit allowed for qualified rehabilitation expenditures incurred in connection with the "certified rehabilitation" of a "certified historic structure" (the "Historic Tax Credit") pursuant to the Sections 47 and 50 of the Internal Revenue Code of 1986, as amended from time to time, or any corresponding provision or provisions of prior or succeeding law (the "Code"); and

WHEREAS, the Master Tenant has been formed to lease the Real Estate, including the Building, from Owner pursuant to the terms of that certain Master Lease dated as of the date hereof between Owner, as lessor, and the Master Tenant, as lessee, as amended from time to time (the "Lease"), and Master Tenant and Owner provided notice of the Lease pursuant to that certain Memorandum of Lease dated as of the date hereof, recorded at Mortgage Book _____, Page _____, in the Office of the Clerk of Fayette County, Kentucky; and

WHEREAS, pursuant to the terms of the Lease, Owner will elect under Section 50 of the Code to pass-through to the Master Tenant the Historic Tax Credit to which Owner is otherwise entitled as a result of the rehabilitation of the Building; and

WHEREAS, Owner has entered into and delivered (i) that certain Open-End Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of the date hereof, in favor of Lender, recorded at Mortgage Book _____, Page _____, in the Office of the Clerk of Fayette County, Kentucky prior to the recording of this Agreement (the "HUD Mortgage"), as security for a loan from Lender to Owner in the original principal amount of Six Million and 00/100 Dollars (\$6,000,000) (the "HUD Loan") as evidenced by that certain Promissory Note (Commercial Real Estate) of Owner in the original principal amount of Six Million and 00/100 Dollars (\$6,000,000) (the "HUD Note"), and (ii) that certain Open-End Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of the date hereof, in favor of Lender, recorded at Mortgage Book _____, Page _____, in the Office of the Clerk of Fayette County, Kentucky prior to the recording of this Agreement (together with the HUD Mortgage, the "Mortgages"), as security for a loan from Lender to Owner in the original principal amount of One Million and 00/100 Dollars (\$1,000,000) (together with the HUD Loan, the "Loans") as evidenced by that certain Promissory Note (Commercial Real Estate) of Owner in the original principal amount of One Million and 00/100 Dollars (\$1,000,000) (together with the HUD Note, the "Notes") (the Mortgages, the Notes and all other documents evidencing, securing or otherwise executed in connection with the Loans are hereinafter collectively referred to as the "Loan Documents"); and

WHEREAS, the Loan Documents require that Lender consent to any lease of the Real Estate.

NOW, THEREFORE, in consideration of the forgoing, of mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereby agree as follows:

1. SUBORDINATION. Subject to the terms of this Agreement, the Lease is hereby made subject, junior and subordinate to the Mortgages and to all renewals, modifications, consolidations, replacements and extensions of the Mortgages so that all rights of Lessee under the Lease are subject, junior and subordinate to the rights of Lender under the Mortgages and to all renewals, modifications, consolidations, replacements and extensions of the Mortgages as fully as if such instrument had been executed, delivered and recorded prior to the execution of the Lease or possession of all or part of the Real Estate by the Lessee or its predecessors in interest.

2. LENDER'S RIGHT TO RECOGNIZE THE LESSEE'S RIGHTS UNDER THE LEASE. If the interests of Lessor shall be transferred to and owned by Lender, its nominee or assignee or any purchaser by reason of foreclosure or other proceedings brought in lieu of or pursuant to a foreclosure, or by any other manner, provided that the Lessee is not then in default (beyond any period given Lessee to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on Lessee's part to be performed, or provided that Lender elects to so recognize such rights regardless of such default (but in no way shall such election waive Lender's rights otherwise because of such default), the Lessee's possession of the Real Estate and Lessee's rights and privileges under the Lease, or any extensions or renewals thereof, shall not be diminished or interfered with by Lender, its nominee or assignee, or such purchaser, as applicable, and Lessee's occupancy of the Real Estate shall not be disturbed by Lender, its nominee or assignee or such purchaser, as applicable, during the remaining term of the Lease or any extensions or renewals thereof for any reason, except for a subsequent default by Lessee (beyond any period given Lessee to cure such default) under the Lease. If Lessee is in default under the Lease at the time the interests of Lessor are transferred to and owned by Lender, its nominee or assignee or any purchaser by reason of foreclosure or other proceedings brought in lieu of or pursuant to a foreclosure, or by any other manner, then Lender, subject to Section 7, may (in its sole discretion) terminate the Lease, and following such termination, Lessee shall give up possession of, and all of its rights, title and interest in and to, the Real Estate and the Lease shall be deemed terminated.

3. ATTORNMENT.

A. If the interests of Lessor under the Lease shall be transferred to and owned by Lender, its nominee or assignee or purchaser by reason of foreclosure or other proceedings brought in lieu of or pursuant to a foreclosure, or by any other manner, and Lender, its nominee or assignee, or such purchaser succeeds to the interest of the Lessor under the Lease, and Lender has not terminated the Lease as permitted by Section 2, Lessee agrees that Lessee shall be bound to Lender, its nominee, assignee or such purchaser, as applicable, under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if Lender, its nominee, assignee or such purchaser, as applicable, were the landlord under the Lease, and Lessee does hereby attorn to Lender, or its nominee, assignee or purchaser, as the case may be, as its landlord, said attornment to be effective and self-operative immediately upon Lender, or its nominee, assignee or purchaser, as the case may be, succeeding to the interest of the Lessor under the Lease without the execution of any further instruments on the part of any of the parties hereto; provided, however, that Lessee shall be under no obligation to pay rent to Lender, or its nominee, assignee or purchaser, as the case may be, by reason of such attornment until Lessee receives written notice from Lender, or its nominee, assignee or purchaser, as the case may be, that such party has succeeded to the interest of the Lessor under the Lease. The respective rights and obligations of Lessee and Lender, or their respective nominees, assignees or purchasers, as the case may be, upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as set forth therein; it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth at length herein.

B. Lessee waives any and all rights to terminate the Lease by reason of the foreclosure of the Mortgages. If any court holds the Lease to be terminated by reason of such a foreclosure, and if Lender has not exercised its right to terminate the lease under Section 2, this Agreement shall be deemed to be a new lease between Lender, its nominee, assignee or any purchaser at such foreclosure, as landlord, and Lessee, as tenant, for the balance of the term of the Lease at the same rental therein provided and upon the same terms and conditions as therein provided. Also, in such event and at the written request of Lender, its nominee, assignee or such purchaser at foreclosure, Lessee shall execute and deliver a new lease for the balance of the term of the Lease at the same rental therein provided and upon the same terms and conditions as therein provided. Notwithstanding anything to the contrary herein, if, prior to the date which is five years after the last date upon which any “qualified rehabilitation expenditures”, as defined in Section 47(c)(2) of the Code (“QREs”) are Placed in Service (as defined in the Lease), the foreclosure of any Mortgage (or any exercise of a power of sale under any Mortgage) would or could reasonably cause any recapture of the Historic Tax Credits as described in Sections 47 and 50 of the Code, allocated to Lessee under the Lease, and Lessee provides written notice to Lender of such recapture, together with a letter from Husch Blackwell LLP confirming that recapture would or reasonably could occur or that foreclosure might reasonably subject the Lessee to a claim by the IRS of a disallowance of Historic Tax Credits, then upon any action by Lender, or on behalf of Lender, to foreclose any Mortgage (including any action to exercise a power of sale under such Mortgage), (a) such Mortgage shall, without the execution of any further instruments on the part of any of the parties hereto, be subject, junior and subordinate to the Lease (giving effect to any modifications to the terms of the Lease effected pursuant to this Agreement) and to all amendments and modifications thereof consented to by Lender as if such Mortgage had been executed, delivered and recorded following the execution of the Lease and possession of all or part of the Real Estate by the Lessee, or its predecessors in interest, and (b) if required by Lessee, Lender shall cause confirmation of the subordination of the lien of such Mortgage to the Lease to be recorded prior to any foreclosure of or exercise of a power of sale under such Mortgage.

4. LENDER NOT BOUND BY CERTAIN ACTS OF LESSOR. If Lender or its nominee, assignee or purchaser at a foreclosure sale or proceeding in lieu thereof (a “Lender Party”) shall succeed to the interest of Lessor under the Lease, such party shall not be liable for any act or omission of any prior landlord (including Lessor); nor subject to any offsets or defenses which Lessee might have against any prior landlord (including Lessor), including without limitation all rights of offset, which shall be of no force and effect from and after the date a Lender Party succeeds to the interest of Lessor under the Lease; nor bound by any rent or additional rent which Lessee might have paid for more than one month in advance; nor bound by any amendment or modification of the Lease made without its consent; nor obligated to comply with any obligations of Lessor under the Lease regarding the completion of construction of the improvements to be constructed on the Real Estate. In the event of a default by Lessor under the Lease or any occurrence that would give rise to an offset against rent or claim against Lessor under the Lease, Lessee will use its best efforts to set off such defaults against rents currently due Lessor (subject to the limits on Lessee’s offset rights set forth in this Agreement) and will give Lender written notice of such defaults or occurrence at the address of Lender as set forth below and will give Lender such time as, in Lender’s opinion, is reasonably required to cure such default or rectify such occurrence, provided Lender uses reasonable diligence to correct the

same. Lessee agrees that notwithstanding any provision of the Lease to the contrary, Lessee will not be entitled to cancel the Lease, or to abate or offset against the rent, or to exercise any other right or remedy until Lender has been given notice of default and opportunity to cure such default as provided herein. If, in Lender's opinion, Lessor's default is not curable by Lender, Lender may at its option assume all of Lessor's right, title and interest in the Lease and all of Lessor's obligations and covenants under the Lease, and thereafter Lessee shall attorn to Lender or Lender's nominee, assignee or purchaser as the Lessor under the Lease, and if Lender so elects, Lessee shall not have the right to terminate the Lease as a result of Lessor's default.

5. LEASE PAYMENTS. If in the future there is a default by the Lessor in the performance and observance of the terms of the Mortgages after giving Lessor applicable notice and expiration of applicable cure rights, Lender may require that all rents and other payments due under the Lease be paid directly to Lender. Upon notification to that effect by Lender, the Lessor hereby authorizes and directs Lessee and the Lessee agrees to pay any payments due under the terms of the Lease to Lender. The Assignment does not diminish any obligations of the Lessor under the Lease or impose any such obligations on Lender prior to any foreclosure sale or proceeding or transfer in lieu thereof. Any payments by Lessee to Lender in accordance with this Agreement shall be deemed and shall constitute a payment of rent under the Lease.

6. LESSEE'S RIGHT TO CURE DEFAULTS. Lender agrees to give prompt notice to the Lessee of any default by Lessor under the applicable Loan Documents, specifying the nature of such default, and thereupon Lessee shall have the right (but not the obligation) to cure such default. Lender shall not exercise any remedies under its Loan Documents by reason of such default unless and until it has afforded Lessee (i) ten (10) days after Lessee's receipt of such notice to cure such default if it is a monetary default under the Loan Documents or (ii) thirty (30) days after Lessee's receipt of such notice to cure such default if it is a non-monetary default under the Loan Documents and an additional thirty (30) day period in addition thereto if the circumstances are such that the default is curable but cannot reasonably be cured within the original thirty (30) day period and Lessee has commenced and is diligently pursuing such cure. Notwithstanding the foregoing, Lessee shall not have the right to cure any monetary default of Lessor for more than three (3) consecutive months at any time. It is specifically agreed that Lender will not require Lessee to cure any default of Lessor which is not susceptible of cure by Lessee, but in such event Lender shall have all of its rights by reason of such uncured default of Lessor.

7. SURVIVAL OF LEASE. Notwithstanding anything contained herein to the contrary (including without limitation, the terms of Section 2), with respect to the Lease and the leasehold interest created thereby, Lender hereby agrees that if, prior to the date which is five years after the last date upon which any QREs relating to the Real Estate have been Placed in Service (as defined in the Lease), Lender or any of Lender's successors, assigns or nominees or any purchaser shall take title to the Real Estate by reason of foreclosure or other proceedings brought in lieu of or pursuant to a foreclosure, or by any other manner, the Lease and the Lessee's rights and enjoyment of possession of the Real Estate shall be and remain undisturbed and unaffected by any foreclosure or other proceedings involving Lender's interests in the Real Estate to the extent necessary to prevent any recapture of the Historic Tax Credits as described in Sections 47 and 50 of the Code, as amended, allocated to Lessee under the Lease, regardless of

whether or not there is any past, current or future default in the performance by Lessee of any terms, covenants or conditions of the Lease, provided that (i) following any default of any nature by Lessee under the Lease, which default continues beyond any applicable notice and cure period, or (ii) if Lessee does not pay rent equal to the applicable amount payable pursuant to the Lease, then upon the written request of Lender, the Lessee shall comply with the following provisions within fifteen (15) business days of such written request of Lender and shall continue to comply with such provisions throughout the term of the Lease:

A. A property manager selected by Lender or its nominee, assignee or purchaser at a foreclosure sale or proceeding in lieu thereof holding title to the Real Estate ("Replacement Property Manager"), shall be engaged to manage the Real Estate pursuant to a management agreement ("Replacement Management Agreement") approved by Lender or its nominee, assignee or purchaser at a foreclosure sale or proceeding in lieu thereof. Pursuant to the Replacement Management Agreement, Lender or its nominee, assignee or purchaser at a foreclosure sale or proceeding in lieu thereof shall have the right to direct the Replacement Property Manager and administer the Replacement Management Agreement and the Replacement Property Manager shall be delegated full authority to lease, operate and manage the Real Estate on behalf of Lessee. Lessee shall irrevocably direct all subtenants of the Real Estate to remit rent and other payments directly to the Replacement Property Manager.

B. Lessee shall direct the Replacement Property Manager or, prior to the engagement of the Replacement Property Manager, the existing property manager to pay to Lender as rent under the Lease, on a monthly basis on the first (1st) day of each calendar month, all "Net Operating Cash Flow" for the prior month, such monthly payments to continue throughout the term of the Lease or any earlier termination of the Lease permitted under this Agreement; provided, however, that such monthly payments shall not exceed the applicable amounts set forth in the Lease and payable pursuant to the Lease. The term "Net Operating Cash Flow" shall mean (a) all cash received from operations of the Real Estate and Lessee and the proceeds of business interruption or loss of rents insurance and casualty insurance in excess of the amounts expended or to be expended to repair or replace the property which suffered the casualty, but excluding capital contributions to Lessee, less (b) cash expended, reserved or required for operating debts and expenses of the Real Estate (other than rent and other amounts payable under the Lease) set forth in an operating budget for the Real Estate approved in writing by Lender in its sole discretion and any reserves to be held by the Replacement Property Manager for such applicable expenses as taxes and insurance premiums, capital expenditures and replacements (excluding expenses funded from capital contributions), to the extent approved in writing by Lender in its sole discretion. Lender agrees that any such budget and reserves shall be established in good faith to meet the requirements of the landlord under any leases or subleases of the Real Estate and that the Replacement Property Manager shall be obligated under the Replacement Property Management Agreement to use commercially reasonable efforts to satisfy the requirements of the landlord under any leases or subleases of the Real Estate. Lessee hereby authorizes and directs the Replacement Property Manager to make on its behalf the payments required under this Section.

8. LIMITATION ON LENDER'S PERFORMANCE. Except as expressly provided herein, nothing in this Agreement shall be deemed or construed to be an agreement by Lender to

perform any covenant of Owner as landlord under the Lease. Lessee agrees that if Lender becomes Purchaser (defined hereinafter) then, upon subsequent transfer of the Real Estate by Lender to a new owner, Lender shall have no further liability under the Lease after said transfer. Notwithstanding the foregoing, Lender hereby agrees that in the event there is a Transfer of the Property (defined hereinafter) after the last date upon which any QREs relating to the Real Estate have been Placed in Service (as defined in the Lease), if a final certification (Part 3 Approval) of completed work from the Secretary of the United States Department of Interior has not been received with respect to the Real Estate, the Purchaser shall be obligated to do all things reasonably necessary to ensure that the Real Estate will receive a final certification (Part 3 Approval) of completed work from the Secretary of the United States Department of Interior stating that the rehabilitation is consistent with the historic character of the Real Estate. In the event the Purchaser fails to obtain the Part 3 Approval within thirty (30) days following the last date upon which any QREs relating to the Real Estate have been Placed in Service (as defined in the Lease), the Lessee (or any one or more of its members) is hereby authorized by the Purchaser to take such actions as are necessary on behalf of the Purchaser to obtain the Part 3 Approval, and the Purchaser hereby grants to the Lessee a power of attorney to execute any documents in connection with the foregoing. Any such actions taken by the Lessee (or any of its members) shall be at the sole cost of the Lessee (or the member taking such action). The Purchaser shall cooperate with the Lessee (or any its members) as reasonably necessary to obtain the Part 3 Approval. As used in this Paragraph 8, the term "Transfer of the Property" means any transfer of Owner's interest in the Real Estate by foreclosure, trustee's sale or other action or proceeding for the enforcement of the Mortgages or by deed in lieu thereof or any subsequent transfer thereafter. The term "Purchaser," as used herein, means any transferee, including Lender (and any party that purchases the Real Estate from Lender), of the interest of Owner as a result of any such Transfer of the Property and also includes any and all successors and assigns, including Lender, of such transferee.

9. RESTRICTION ON SALE OF REAL ESTATE. Lender agrees that prior to the date which is five years after the last date upon which any QREs relating to the Real Estate have been Placed in Service (as defined in the Lease), neither the Real Estate nor any improvements thereon can be sold or otherwise transferred by Lender or by any of Lender's successors, assigns, nominees or any purchaser of the Real Estate to a governmental or tax-exempt entity or to any other entity, the transfer to which would cause the recapture of the Historic Tax Credits as described in Sections 47 and 50 of the Code. The foregoing shall constitute the sole restriction on transfer (and any other restrictions on transfer or encumbrance of the Real Estate set forth in the Lease shall be of no force and effect) following the date of the acquisition of the Lessor's interest in the Lease by a Lender Party.

10. OPTION TO PURCHASE LOANS. Lender agrees that at or prior to the time that it initiates legal proceedings to foreclose any Mortgage or commences a sale pursuant to any power of sale granted in any Mortgage, Lender shall first offer Lessee, in writing, the right to purchase the Notes, the Mortgages and all other Loan Documents evidencing or relating to the Loans (the "Loan Purchase Offer"). The purchase price ("Purchase Price") shall be equal to the then outstanding balance of the Notes, including accrued and unpaid interest, plus the amount of all other monetary obligations then due and payable under the Notes, the Mortgages and the other Loan Documents. The written Loan Purchase Offer sent to Lessee shall set forth the

calculation of the Purchase Price as of the date of such Loan Purchase Offer. Lessee shall have fifteen (15) business days following receipt of Lender's Loan Purchase Offer in which to accept, in writing, the offer to purchase the Notes, Mortgages and other Loan Documents. If Lessee fails to accept the Loan Purchase Offer in writing within such period, Lessee shall be deemed to have rejected the Loan Purchase Offer. If Lessee accepts the Loan Purchase Offer within such period, Lessee shall purchase the Notes, Mortgages and all other Loan Documents, as applicable, on the date which is fifteen (15) business days following such acceptance (the "Loan Purchase Date"). On the Loan Purchase Date, (i) Lender shall assign to Lessee the Notes, the Mortgages and all other Loan Documents evidencing or relating to the Loans, such assignment (the "Assignment") to be in writing, in recordable form, and made without recourse, representation or warranty other than as to the amount of the then outstanding balance of the Notes, including accrued and unpaid interest, and the amount of all other monetary obligations then due and payable under the Notes, the Mortgage and the other Loan Documents, (ii) Lender shall deliver the original Notes, Mortgage and other Loan Documents to Lessee, and (iii) as a condition to the execution and delivery of the Assignment and the delivery of the original Notes, Mortgage and other Loan Documents to Lessee, Lessee shall pay to Lender, in good funds by wire transfer, the Purchase Price. If, following any Loan Purchase Offer made to Lessee, Lender does not commence within fifteen (15) days, or abandons and does not pursue to completion, any power of sale or other foreclosure remedy, Lender shall again be obligated to make a Loan Purchase Offer to Lessee prior to again commencing to exercise any power of sale or other foreclosure remedy.

11. SUCCESSORS AND ASSIGNS. This Agreement and each and every covenant, agreement and other provisions hereof shall be binding upon the parties hereto and their heirs, administrators, representatives, successors and assigns, including without limitation each and every holder, from time to time, of the Lease or any other person having an interest therein and shall inure to the benefit of Lender and their respective successors and assigns.

12. FEES AND EXPENSES. Owner hereby agrees to pay the reasonable legal fees and other expenses of Lender and U.S. Bancorp Community Development Corporation incurred in connection with the preparation of this Agreement.

13. CHOICE OF LAW. This Agreement is made and executed under, and in all respects is to be governed and construed by, the laws of the Commonwealth of Kentucky (excluding its choice-of-law principles).

14. CAPTIONS AND HEADINGS. The captions and headings of the various sections of this Agreement are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

15. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument, and any of the parties or signatories hereto may execute this Agreement by signing any such counterpart.

16. SEVERABILITY. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

17. AMENDMENTS. No provision of this Agreement may be amended, changed, waived, discharged, or terminated except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

18. NOTICES. Any and all notices, elections, demands, or requests permitted or required to be made under this Agreement shall be in writing, signed by the party giving such notice, election, demand or request, and shall be delivered personally, or sent by registered, certified, or Express United States mail, postage prepaid, or by Federal Express or similar service requiring a receipt, to the other party at the address indicated below, or to such other party and at such other address within the United States of America as any party may designate in writing as provided herein. The date of receipt of such notice, election, demand or request shall be the earliest of (i) the date of actual receipt, (ii) three (3) business days after the date of mailing by registered or certified mail, (iii) one (1) business day after the date of mailing by Express Mail or the delivery (for redelivery) to Federal Express or another similar service requiring a receipt, or (iv) the date of personal delivery (or refusal upon presentation for delivery).

(a) If to Master Tenant:

21c Lexington Master Tenant LLC
c/o 21c Museum Hotels LLC
710 West Main Street, Third Floor
Louisville, KY 40202
Attn: General Counsel

With copies to:

Nixon Peabody LLP
401 9th Street NW, Suite 900
Washington, DC 20004
Attention: Andrew Potts, Esq.

and

U.S. Bancorp Community Development Corporation
1307 Washington Avenue, Suite 300
St. Louis, Missouri 63103
Attention: Director of Asset Management – HTC
Project Reference #22557

and

Husch Blackwell LLP
190 Carondelet Plaza, Suite 600
St. Louis, Missouri 63105
Attention: Edward J. Lieberman

and

Miller Wells PLLC
710 West Main Street, 4th Floor
Louisville, Kentucky 40202
Attention: Andrew Fleischman, Esq.

(b) If to Owner:

21c Lexington LLC
c/o 21c Museum Hotels LLC
710 West Main Street, Third Floor
Louisville, KY 40202
Attn: General Counsel

With copies to:

Nixon Peabody LLP
401 9th Street NW, Suite 900
Washington, DC 20004
Attention: Andrew Potts, Esq.

(c) If to Lender:

Lexington-Fayette Urban County Government
200 E. Main Street
Lexington, Kentucky 40588
Attn: Irene Gooding

With copies to:

Commission of Law
Lexington-Fayette Urban County Government
200 E. Main Street
Lexington, Kentucky 40588

and

Taft Stettinius & Hollister LLP
1717 Dixie Highway, Suite 910
Covington, Kentucky 41011

Attn: James E. Parsons

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[COUNTERPART SIGNATURE PAGES FOLLOW]

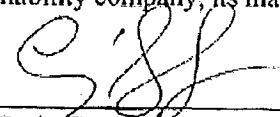
**COUNTERPART SIGNATURE PAGE
SUBORDINATION, NONDISTURBANCE AND ATTORNMENMENT AGREEMENT**

The undersigned, Owner, has executed this Subordination, Nondisturbance and Attornment Agreement as of the date first above written.

OWNER:

21C LEXINGTON LLC, a Kentucky limited liability company

By: 21c Museum Hotels LLC, a Delaware limited liability company, its manager

By: 
Craig Greenberg
President

COMMONWEALTH OF Kentucky)
COUNTY OF Jefferson) SS.

On this 21st day of November, 2014 before me appeared Craig Greenberg, to me personally known, who being by me duly sworn (or affirmed), did say that he is the President of 21c Museum Hotels LLC, a Delaware limited liability company, manager of 21c Lexington LLC, a Kentucky limited liability company, and the instrument was signed on behalf of such company by due authority and said individual acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Notary Public

My commission expires: March 21, 2018

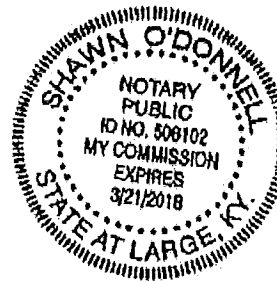


EXHIBIT A

Legal Description

TRACT I:

Being all of Unit 2 of The Fayette Building, 145-151 West Main Street, a condominium unit, together with the common elements thereto as set out in Master Deed and Declaration of Horizontal Property Regime for The Fayette Building, 145-151 West Main Street, dated October 15, 1979 and recorded in Deed Book 1238, Page 484, and in Condominium Deed Book 3, Page 395, and as shown by plans of same of record in Plat Cabinet G, Slide 84 (formerly Condominium Plat Book 2, Page 6), in the Fayette County Clerk's Office; the improvements thereon being known and designated as 145-151 West Main Street, Unit 2, Lexington, Kentucky; and

Being the same property conveyed to 21C LEXINGTON LLC, a Kentucky limited liability company, by deed dated July 20, 2012, of record in Condominium Deed Book 92, Page 35, in the Fayette County Clerk's Office.

TRACT II:

Being all of Unit 3 of The Fayette Building, 145-151 West Main Street, a condominium unit, together with the common elements thereto as set out in Master Deed and Declaration of Horizontal Property Regime for The Fayette Building, 145-151 West Main Street, dated October 15, 1979 and recorded in Deed Book 1238, Page 484, and in Condominium Deed Book 3, Page 395, and as shown by plans of same of record in Plat Cabinet G, Slide 84 (formerly Condominium Plat Book 2, Page 6), in the Fayette County Clerk's Office; the improvements thereon being known and designated as 145-151 West Main Street, Unit 3, Lexington, Kentucky; and

Being the same property conveyed to 21C LEXINGTON LLC, a Kentucky limited liability company, by deed dated June 12, 2012, of record in Condominium Deed Book 91, Page 434, in the Fayette County Clerk's Office.

TRACT III:

All that tract or parcel of land situated at the northeast corner of West Main Street and North Upper Street, in Lexington, Fayette County, Kentucky, and more fully described as follows:

Beginning at a point where the northeast line of West Main Street intersects the southeast line of North Upper Street; thence with the southeast line of North Upper Street in a northeasterly direction 107.87 feet to a point, corner to First Security National Bank & Trust Company, Executor for Julia S. Chick; thence with said Chick in a southeasterly direction 113.39 feet to the northwest line of Bank Alley; thence with the northwest line of Bank Alley in a southwesterly direction 29.75 feet to a corner with First Security National Bank & Trust Company, Executor and Trustee for A.H. Barkley; thence with said Barkley and continuing with Schubert and Rogers in a northwesterly direction 35.81 feet to a corner with Schubert and Rogers; thence again with Schubert and Rogers in southwesterly direction 76.20 feet to the northeast line of West Main Street; thence with the northeast line of West Main Street in a northwesterly direction 77.42 feet to the beginning; the improvements thereon being known and designated as 167 West Main Street, Lexington, Kentucky; and

Being the same property conveyed to 21C LEXINGTON LLC, a Kentucky limited liability company, by deed dated September 27, 2012, of record in Deed Book 3103, Page 674, in the Fayette County Clerk's Office.

TRACT IV:

Being all of Unit 1 of The Fayette Building, 145-151 West Main Street, a condominium unit, together with the common elements thereto as set out in Master Deed and Declaration of Horizontal Property Regime for The Fayette Building, 145-151 West Main Street, dated October 15, 1979 and recorded in

Deed Book 1238, Page 484, and in Condominium Deed Book 3, Page 395, and as shown by plans of same of record in Plat Cabinet G, Slide 84 (formerly Condominium Plat Book 2, Page 6), in the Fayette County Clerk's Office; the improvements thereon being known and designated as 145-151 West Main Street, Unit 1, Lexington, Kentucky.

Being the same property conveyed to 21C LEXINGTON LLC, a Kentucky limited liability company, by deed dated December ____, 2014 of record in Condominium Deed Book ____, Page ____ in the Fayette County Clerk's Office.

This instrument was prepared by
and after recording return to:

Blake Mason
Blake Mason, Esq.
Leverage Law Group, LLC
4601 College Boulevard, Suite 280
Leawood, Kansas 66211

SUBORDINATION AND INTERCREDITOR AGREEMENT

This SUBORDINATION AND INTERCREDITOR AGREEMENT (this "Agreement") is entered into as of December 8, 2014, by and between the following parties:

- A. Central Bank & Trust Co., a Kentucky banking corporation ("Central Bank");
- B. Lexington-Fayette Urban County Government, a Kentucky urban county government organized under the provisions of KRS Chapter 67A ("LFUCG");
- C. Brownfield Revitalization 37, LLC, a Delaware limited liability company ("BR");
- D. Community Ventures Investment XIV, LLC, a Kentucky limited liability company ("CVC");
- E. Fifth Third Bank, an Ohio banking corporation ("Fifth Third"); and
- F. 21c Lexington LLC, a Kentucky limited liability company ("Borrower").

Central Bank, LFUCG, BR, CVC, and Fifth Third are each a "Lender" and collectively the "Lenders."

RECITALS

WHEREAS, on or about the date hereof, Central Bank has made a loan to Borrower in the amount of \$12,000,000 (such loan together with all of the obligations of Borrower to Central Bank related to such loan, the "Central Bank Loan"), evidenced by, among other things, a promissory note dated as of the date hereof executed by Borrower to Central Bank (the "Central

Bank Note”), and which is secured in part by a Mortgage, Security Agreement and Fixture Filing in favor of Central Bank dated as of the date hereof, recorded at Mortgage Book _____, Page _____, in the Office of the Clerk of Fayette County, Kentucky, executed by Borrower and encumbering the right, title and interest of Borrower in the tracts of land commonly known as (a) Units 1, 2 and 3 of The Fayette Building located at 145-151 West Main Street, a condominium property regime, located in Lexington, Kentucky 40507, and (b) The First National Bank Building located at 159-167 West Main Street, Lexington, Kentucky 40507, and all improvements thereon (collectively, the “Premises”), as more specifically described on Exhibit A attached to this Agreement (the “Central Bank Mortgage”, and together with the Central Bank Note, the Central Bank Loan Agreement (as defined herein) and all other documents securing or evidencing the Central Bank Loan, the “Central Bank Loan Documents”); and

WHEREAS, on or about the date hereof, LFUCG has made a loan to Borrower in the amount of \$6,000,000 (such loan together with all of the obligations of Borrower to LFUCG related to such loan, the “HUD Loan”), evidenced by, among other things, a promissory note dated as of the date hereof executed by Borrower to LFUCG (the “HUD Note”), and which is secured in part by an Open-End Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing in favor of LFUCG dated as of the date hereof, recorded at Mortgage Book _____, Page _____, in the Office of the Clerk of Fayette County, Kentucky, executed by Borrower and encumbering the right, title and interest of Borrower in the Premises (the “HUD Mortgage”, and together with the HUD Note, the LFUCG Loan Agreement (as defined herein) and all other documents securing or evidencing the HUD Loan, the “HUD Loan Documents”); and

WHEREAS, on or about the date hereof, BR has made loans to Borrower in the aggregate amount of \$5,213,600 (such loans together with all of the obligations of Borrower to BR related to such loans, the “BR Loan”), evidenced by, among other things, a promissory note dated as of the date hereof executed by Borrower to BR in the amount of \$3,381,866 (the “BR A Note”), a promissory note dated as of the date hereof executed by Borrower to BR in the amount of \$1,831,734 (the “BR B Note”, and together with the BR A Note, the “BR Notes”), and the BR Notes will be secured in part by a Mortgage, Assignment and Security Agreement in favor of BR and CVC dated as of the date hereof, recorded at Mortgage Book _____, Page _____, in the Office of the Clerk of Fayette County, Kentucky, executed by Borrower and encumbering the right, title and interest of Borrower in the Premises (the “QLICI Mortgage”, and together with the BR Notes, the QLICI Loan Agreement (as defined herein) and all other documents securing or evidencing the BR Loan, the “BR Loan Documents”); and

WHEREAS, on or about the date hereof, CVC has made loans to Borrower in the aggregate amount of \$6,860,000 (such loans together with all of the obligations of Borrower to CVC related to such loans, the “CVC Loan”), evidenced by, among other things, a promissory note dated as of the date hereof executed by Borrower to CVC in the amount of \$5,143,186.31 (the “CVC A Note”), a promissory note dated as of the date hereof executed by Borrower to CVC in the amount of \$1,716,813.69 (the “CVC B Note”, and together with the CVC A Note, the “CVC Notes”), and the CVC Notes will be secured in part by the QLICI Mortgage (the QLICI Mortgage, the QLICI Loan Agreement and together with the CVC Notes, and all other documents securing or evidencing the CVC Loan, the “CVC Loan Documents”); and

WHEREAS, on or about the date hereof, LFUCG has made a loan to Borrower in the amount of \$1,000,000 (such loan together with all of the obligations of Borrower to LFUCG related to such loan, the “UDAG Loan”), evidenced by, among other things, a promissory note dated as of the date hereof executed by Borrower to LFUCG (the “UDAG Note”), and which is secured in part by an Open-End Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing in favor of LFUCG dated as of the date hereof, recorded at Mortgage Book , Page _____, in the Office of the Clerk of Fayette County, Kentucky, executed by Borrower and encumbering the right, title and interest of Borrower in the Premises (the “UDAG Mortgage”, and together with the UDAG Note, the LFUCG Loan Agreement and all other documents securing or evidencing the UDAG Loan, the “UDAG Loan Documents”); and

WHEREAS, on or about the date hereof, Fifth Third has made a loan to Borrower in the amount of \$6,165,354 (such loan together with all of the obligations of Borrower to Fifth Third related to such loan, the “Fifth Third Loan”), evidenced by, among other things, a promissory note dated as of the date hereof executed by Borrower to Fifth Third (the “Fifth Third Note”, and together with the Fifth Third Loan Agreement (as defined herein) and all other documents securing or evidencing the Fifth Third Loan, the “Fifth Third Loan Documents”), and which is secured by the grant of a security interest in the Tax Credit Collateral (as defined herein); and

WHEREAS, the Fifth Third Note is not secured by a mortgage, deed of trust or other lien against the Premises; and

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, and for other good and valuable consideration the receipt and adequacy of which are hereby conclusively acknowledged, Borrower and Lenders agree as follows:

AGREEMENT

1. Definitions. In addition to terms defined elsewhere herein, and terms defined in the QLICI Loan Agreement, the following terms shall have the meanings set forth below:

“21c Guaranty” means that certain Guaranty by 21c Museum Hotels in favor of LFUCG dated as of the date hereof, with respect to the HUD Loan and the UDAG Loan.

“21c Lexington Master Tenant” means 21c Lexington Master Tenant LLC, a Kentucky limited liability company.

“21c Management” means 21c Management LLC, a Kentucky limited liability company.

“21c Management Guaranty” means that certain Nonrecourse Guaranty by 21c Management in favor of LFUCG dated as of the date hereof, with respect to the HUD Loan.

“21c Museum Hotels” means 21c Museum Hotels LLC, a Delaware limited liability company.

“Bankruptcy Code” means the Bankruptcy Code in Title 11 of the United States Code, as amended, modified, succeeded or replaced from time to time.

“Bankruptcy Event” means any event of default under Section 8.1(a) of the QLICI Loan Agreement.

“BR Fee Reserve” means that reserve established by Borrower in the initial amount of \$110,600 in accordance with the QLICI Loan Agreement.

“Central Bank Loan Agreement” means that certain Construction Loan Agreement by and between Central Bank and Borrower dated as of the date hereof, with respect to the Central Bank Loan.

“Fifth Position Lender” means the holder of the Fifth Position Loan.

“Fifth Position Loan” means the Fifth Third Loan.

“Fifth Position Loan Documents” means all documents evidencing, securing, or executed in connection with the Fifth Position Loan.

“Fifth Third Loan Agreement” means that certain Loan Agreement by and between Fifth Third and Borrower dated as of the date hereof, with respect to the Fifth Third Loan.

“First Position Lender” means the holder of the First Position Loan.

“First Position Loan” means the Central Bank Loan.

“First Position Loan Documents” means all documents evidencing, securing, or executed in connection with the First Position Loan.

“Fourth Position Lender” means the holder of the Fourth Position Loan.

“Fourth Position Loan” means the UDAG Loan.

“Fourth Position Loan Documents” means all documents evidencing, securing, or executed in connection with the Fourth Position Loan.

“Greenberg Guaranty” means that certain Guaranty by Craig Greenberg in favor of LFUCG dated as of the date hereof, with respect to the HUD Loan and the UDAG Loan.

“Hotel Management Fee Collateral” means twenty-five percent (25%) of the fee and any other amounts payable to 21c Management by 21c Lexington Master Tenant pursuant to that certain Management and Art Services Agreement by and between 21c Management and 21c Lexington Master Tenant dated as of the date hereof.

“LFUCG Guaranties” means, collectively, the Wilson Guaranty, the Greenberg Guaranty, the 21c Guaranty and the 21c Management Guaranty.

“LFUCG Guarantor” means individually, any of James Steven Wilson, Craig Greenberg, 21c Museum Hotels and 21c Management.

“LFUCG Loan Agreement” means that certain Loan Agreement by and between LFUCG, Borrower, Craig Greenberg, James Steven Wilson and 21c Museum Hotels dated as of the date hereof with respect to the HUD Loan and the UDAG Loan.

“LLB Heritage” means LLB Heritage 2011 Limited Partnership, a Kentucky limited partnership.

“Loan” and “Loans” means, individually and collectively, the Central Bank Loan, the HUD Loan, the BR Loan, the CVC Loan, the UDAG Loan and the Fifth Third Loan.

“Loan Document” and “Loan Documents” means, individually and collectively, the Central Bank Loan Documents, the HUD Loan Documents, the BR Loan Documents, the CVC Loan Documents, the UDAG Loan Documents and the Fifth Third Loan Documents.

“Management Fee Pledge Agreement” means that certain Security Agreement by and between LFUCG and 21c Management, dated as of the date hereof with respect to the HUD Loan.

“Payment” means any payment or distribution of any kind or character, by setoff or otherwise, whether in cash, property or securities, or any collateral security, or the proceeds of any thereof, on any Loan.

“Payment in Full” means the indefeasible payment in full of the principal of, interest on and fees, costs and expenses and all other amounts payable in connection with an obligation, in cash, and full performance and satisfaction of all related obligations, conditions and terms. “Paid in Full” shall have a corollary meaning.

“QLICI Disbursement Account” means that disbursement account established by Borrower in accordance with the QLICI Loan Agreement.

“QLICI Guarantor” means individually, any of 21c Museum Hotels, LLB Heritage, 21c Management and James Steven Wilson.

“QLICI Guaranty” means that certain Guaranty of Payment and Completion by 21c Museum Hotels, LLB Heritage, 21c Management and James Steven Wilson in favor of CVC and BR dated as of the date hereof, with respect to the CVC Loan and the BR Loan.

“QLICI Loan Agreement” means that certain Credit Agreement by and among CVC, BR and Borrower dated as of the date hereof, with respect to the BR Loan and the CVC Loan.

“Second Position Lender” means the holder of the Second Position Loan.

“Second Position Loan” means the HUD Loan.

“Second Position Loan Documents” means all documents evidencing, securing, or executed in connection with the Second Position Loan.

“Tax Credit Collateral” means all historic tax credits to be issued and received by Borrower under Section 171.396 to 171.397 of the Kentucky Revised Statutes (or any successor or replacement thereof).

“Third Position Lender” and “Third Position Lenders” means, individually and collectively, the holders of the Third Position Loan.

“Third Position Loan” and “Third Position Loans” means, individually and collectively, the BR Loan and the CVC Loan.

“Third Position Loan Documents” means all documents evidencing, securing, or executed in connection with the Third Position Loan.

“Wilson Guaranty” means that certain Guaranty by James Steven Wilson in favor of LFUCG dated as of the date hereof, with respect to the HUD Loan and the UDAG Loan.

2. Subordination.

a. Central Bank Loan is Senior Loan. LFUCG, BR, CVC and Fifth Third, for themselves and their respective successors and assigns, covenant and agree that any of the Loans payable by Borrower to LFUCG, BR, CVC and Fifth Third, and any lien or security interest securing such Loans, is and shall be subordinate and junior in all respects to the Payment in Full of the Central Bank Loan. The subordination provisions set forth in this Section 2.a. are for the benefit of, and shall be enforceable directly by, Central Bank.

b. HUD Loan Is Subordinate to Central Bank Loan. LFUCG, for itself and its successors and assigns, covenants and agrees that the HUD Loan, and any lien or security interest securing the HUD Loan (other than (i) LFUCG’s security interest in the Hotel Management Fee Collateral and (ii) the LFUCG Guaranties applicable to the HUD Loan), is and shall be subordinate and junior in all respects to the Payment in Full of the Central Bank Loan. The subordination provisions set forth in this Section 2.b. are for the benefit of, and shall be enforceable directly by, Central Bank.

c. BR Loan and CVC Loan Are Subordinate to Central Bank Loan and HUD Loan. BR and CVC, for themselves and their respective successors and assigns, covenant and agree that the BR Loan and the CVC Loan, and any lien or security interest securing such Loans (other than (i) BR’s and CVC’s security interest in the QLICI Disbursement Account, (ii) BR’s security interest in the BR Fee Reserve and (iii) the QLICI Guaranty), is and shall be subordinate and junior in all respects to the Payment in Full of the Central Bank Loan and the HUD Loan. The subordination provisions set forth in this Section 2.c. are for the benefit of, and shall be enforceable directly by, Central Bank and LFUCG, in its capacity as the lender of the HUD Loan.

d. UDAG Loan Is Subordinate to Central Bank Loan, HUD Loan, BR Loan and CVC Loan. LFUCG, for itself and its successors and assigns, covenants and agrees that the UDAG Loan, and any lien or security interest securing the UDAG Loan (other than the LFUCG Guaranties applicable to the UDAG Loan), is and shall be subordinate and junior in all respects to the Payment in Full of the Central Bank Loan, the HUD Loan, the BR Loan and the CVC Loan. The subordination provisions set forth in this Section 2.d. are for the benefit of, and shall be enforceable directly by, Central Bank, LFUCG, in its capacity as the lender of the HUD Loan, BR and CVC.

e. Fifth Third Loan Is Subordinate to Central Bank Loan, HUD Loan, BR Loan, CVC Loan and UDAG Loan. Fifth Third, for itself and its successors and assigns, covenants and agrees that the Fifth Third Loan, and any lien or security interest securing the Fifth Third Loan (other than Fifth Third's security interest in the Tax Credit Collateral), is and shall be subordinate and junior in all respects to the Payment in Full of the Central Bank Loan, the HUD Loan, the BR Loan, the CVC Loan and the UDAG Loan. The subordination provisions set forth in this Section 2.e. are for the benefit of, and shall be enforceable directly by, Central Bank, LFUCG, in its capacity as the lender of the HUD Loan, BR, CVC and LFUCG, in its capacity as the lender of the UDAG Loan.

f. BR Fee Reserve. Notwithstanding anything to the contrary herein, the BR Fee Reserve is not subject to the subordination provisions in this Agreement and is pledged solely to secure the BR Loan.

g. QLICI Disbursement Account. Notwithstanding anything to the contrary herein, the QLICI Disbursement Account is not subject to the subordination provisions in this Agreement and is pledged solely to secure the BR Loan and the CVC Loan.

h. Tax Credit Collateral. Notwithstanding anything to the contrary herein, the pledge of the Tax Credit Collateral is not subject to the subordination provisions in this Agreement and is pledged solely to secure the Fifth Third Loan. Notwithstanding any provision to the contrary set forth in this Agreement or in any other agreement relating to the Loans, nothing shall prohibit Borrower from making, or Fifth Third from accepting, payments of proceeds of the Tax Credit Collateral at any time.

i. Hotel Management Fee Collateral and LFUCG Guaranties. Notwithstanding anything to the contrary herein, none of the Hotel Management Fee Collateral or the LFUCG Guaranties are subject to the subordination provisions in this Agreement and are pledged solely to secure the HUD Loan and the UDAG Loan, as applicable. Notwithstanding any provision to the contrary set forth in this Agreement or in any other agreement relating to the Loans, nothing shall prohibit any LFUCG Guarantor from making, or LFUCG from accepting, payments of proceeds of the Hotel Management Fee Collateral and/or the LFUCG Guaranties at any time.

j. QLICI Guaranty. Notwithstanding anything to the contrary herein, the QLICI Guaranty is not subject to the subordination provisions in this Agreement and is pledged solely to secure the BR Loan and the CVC Loan. Notwithstanding any provision to the contrary set forth in this Agreement or in any other agreement relating to the Loans, nothing shall prohibit

any QLICI Guarantor from making, or BR or CVC from accepting, payments of proceeds of the QLICI Guaranty at any time.

3. Restrictions on Payment. Subject to Section 2.g. of this Agreement:

a. So long as any portion of the First Position Loan shall remain outstanding, Borrower shall make, and the holders thereof shall accept, no payment on the Second Position Loan, Third Position Loan, Fourth Position Loan or Fifth Position Loan unless no Event of Default (as defined in the Central Bank Loan Agreement) exists and is continuing under any Central Bank Loan Document (including, without limitation under the Central Bank Loan Agreement), in which case regularly scheduled payments of principal and interest may be made on such Loans; and provided that notwithstanding the foregoing, payments may be made to BR from the BR Fee Reserve, despite the existence of such an Event of Default.

b. So long as any portion of the Second Position Loan shall remain outstanding, Borrower shall make, and the holders thereof shall accept, no payment on the Third Position Loan, Fourth Position Loan or Fifth Position Loan unless no Event of Default (as defined in the LFUCG Loan Agreement) exists and is continuing under any HUD Loan Document (including, without limitation, under the LFUCG Loan Agreement, provided that such Event of Default is applicable to the HUD Loan), in which case regularly scheduled payments of principal and interest may be made on such Loans; and provided that notwithstanding the foregoing, payments may be made to BR from the BR Fee Reserve, despite the existence of such an Event of Default.

c. So long as any portion of the Third Position Loan shall remain outstanding, Borrower shall make, and the holders thereof shall accept, no payment on the Fourth Position Loan or Fifth Position Loan unless no Event of Default (as defined in the QLICI Loan Agreement) exists and is continuing under any BR Loan Document or any CVC Loan Document (including, without limitation under the QLICI Loan Agreement), in which case regularly scheduled payments of principal and interest may be made on such Loans; and provided that notwithstanding the foregoing, payments may be made to BR from the BR Fee Reserve, despite the existence of such an Event of Default.

d. So long as any portion of the Fourth Position Loan shall remain outstanding, Borrower shall make, and the holders thereof shall accept, no payment on the Fifth Position Loan unless no Event of Default (as defined in the LFUCG Loan Agreement) exists and is continuing under any UDAG Loan Document (including, without limitation, under the LFUCG Loan Agreement, provided that such Event of Default is applicable to the UDAG Loan), in which case regularly scheduled payments of principal and interest may be made on such Loans; and provided that notwithstanding the foregoing, payments may be made to BR from the BR Fee Reserve, despite the existence of such an Event of Default.

e. The foregoing provisions of this Section 3 notwithstanding, until such time as a Lender gives the other Lenders a notice that an Event of Default (as defined in the applicable loan agreement) exists, the Lenders may assume that that no such Event of Default exists and is continuing. At such time that an Event of Default (as defined in the applicable loan

agreement) ceases to exist, the applicable Lender shall promptly provide written notice to the other Lenders that such Event of Default no longer exists.

4. Bankruptcy, etc. In the event of any payment or distribution of assets of Borrower in connection with (1) any Bankruptcy Event, or (2) the outstanding principal amount of the Central Bank Loan becoming due and payable, whether at maturity, by acceleration, mandatory prepayment or otherwise (other than the required amortization set forth in the Central Bank Loan Documents), then in any such event, subject to Section 2.g. of this Agreement:

a. First, Central Bank shall first be entitled to receive Payment in Full of the Central Bank Loan before any holder of the Second Position Loan, Third Position Loan, Fourth Position Loan, or Fifth Position Loan is entitled to receive any payment thereunder.

b. Second, LFUCG shall next be entitled to receive Payment in Full of the Second Position Loan before any holder of the Third Position Loan, Fourth Position Loan or Fifth Position Loan is entitled to receive any payment thereunder.

c. Third, BR and CVC shall next be entitled to receive Payment in Full of the Third Position Loan, which payments shall be applied in accordance with Section 9.3 of the QLICI Loan Agreement, before any holder of the Fourth Position Loan or Fifth Position Loan is entitled to receive any payment thereunder.

d. Fourth, LFUCG shall next be entitled to receive Payment in Full of the Fourth Position Loan before any holder of the Fifth Position Loan is entitled to receive any payment thereunder

e. Fifth, Fifth Third shall next be entitled to receive Payment in Full of the Fifth Position Loan.

f. Any payment or distribution (whether of cash, property or securities or by set-off or otherwise, including without limitation any adequate protection payment) to which the Second Position Lender, Third Position Lender, Fourth Position Lender or Fifth Position Lender would be entitled but for the provisions of this Section 4, shall be paid by the Person making such payment or distribution (whether a trustee in bankruptcy, receiver, custodian or liquidating trustee or other Person) directly to the respective Lender in accordance with this Section 4.

5. No Action by Subordinate Lenders.

a. So long as any portion of the First Position Loan shall remain outstanding, the Second Position Lender, Third Position Lender, Fourth Position Lender and Fifth Position Lender shall not, without the prior written consent of the First Position Lender: (a) take any action against Borrower in connection with any foreclosure on collateral securing the First Position Loan, if any, or any equivalent, similar, or related action seeking to enforce any remedies against Borrower or any such collateral (except that, notwithstanding the foregoing, BR and CVC may take action against any or all of 21c Museum Hotels, LLB Heritage, 21c Management and/or James Steven Wilson seeking to enforce their remedies under the QLICI Guaranty, BR and CVC may take action against Borrower seeking to enforce their remedies

against the QLICI Disbursement Account, BR may take action against Borrower seeking to enforce its remedies against the BR Fee Reserve, and LFUCG may take action against 21c Management seeking to enforce its remedies under the Management Fee Pledge Agreement and/or take action against any or all of James Steven Wilson, Craig Greenberg, 21c Museum Hotels and/or 21c Management seeking to enforce its remedies under the LFUCG Guaranties), (b) commence or join in the commencement of a proceeding against Borrower under any bankruptcy, insolvency, liquidation, reorganization or other similar law, or (c) demand, accept or obtain any Lien on any asset of Borrower, except as set forth in the respective Loan Documents in effect as of the date hereof.

b. So long as any portion of the Second Position Loan shall remain outstanding, the Third Position Lender, Fourth Position Lender and Fifth Position Lender shall not, without the prior written consent of the Second Position Lender: (a) take any action against Borrower in connection with any foreclosure on collateral securing the Second Position Loan, if any, or any equivalent, similar, or related action seeking to enforce any remedies against Borrower or any such collateral (except that, notwithstanding the foregoing, BR and CVC may take action against any or all of 21c Museum Hotels, LLB Heritage, 21c Management and/or James Steven Wilson seeking to enforce their remedies under the QLICI Guaranty, BR and CVC may take action against Borrower seeking to enforce their remedies against the QLICI Disbursement Account, BR may take action against Borrower seeking to enforce its remedies against the BR Fee Reserve, and LFUCG may take action against any or all of James Steven Wilson, Craig Greenberg and/or 21c Museum Hotels seeking to enforce its remedies under the LFUCG Guaranties applicable to the Fourth Position Loan), (b) commence or join in the commencement of a proceeding against Borrower under any bankruptcy, insolvency, liquidation, reorganization or other similar law, or (c) demand, accept or obtain any Lien on any asset of Borrower, except as set forth in the respective Loan Documents in effect as of the date hereof.

c. So long as any portion of the Third Position Loan shall remain outstanding, the Fourth Position Lender and Fifth Position Lender shall not, without the prior written consent of the Third Position Lender: (a) take any action against Borrower in connection with any foreclosure on collateral securing the Third Position Loan, if any, or any equivalent, similar, or related action seeking to enforce any remedies against Borrower or any such collateral (except that, notwithstanding the foregoing, LFUCG may take action against any or all of James Steven Wilson, Craig Greenberg and/or 21c Museum Hotels seeking to enforce its remedies under the LFUCG Guaranties applicable to the Fourth Position Loan), (b) commence or join in the commencement of a proceeding against Borrower under any bankruptcy, insolvency, liquidation, reorganization or other similar law, or (c) demand, accept or obtain any Lien on any asset of Borrower, except as set forth in the respective Loan Documents in effect as of the date hereof.

d. So long as any portion of the Fourth Position Loan shall remain outstanding, the Fifth Position Lender shall not, without the prior written consent of the Fourth Position Lender: (a) take any action against Borrower in connection with any foreclosure on collateral securing the Fourth Position Loan, if any, or any equivalent, similar, or related action seeking to enforce any remedies against Borrower or any such collateral, (b) commence or join in the commencement of a proceeding against Borrower under any bankruptcy, insolvency,

liquidation, reorganization or other similar law, or (c) demand, accept or obtain any Lien on any asset of Borrower, except as set forth in the Fifth Third Loan Documents in effect as of the date hereof.

e. Notwithstanding the above provisions of this Section 5, but subject to the limitations set forth in Sections 3.a. through 3.d. and Section 4 hereof, any Lender may take any action against Borrower in connection with any foreclosure on collateral, if any, or any equivalent, similar, or related action seeking to enforce any remedies against Borrower or any collateral upon and after the earliest to occur of the following:

1. One hundred eighty (180) days have elapsed since a Lender provided the other Lenders a notice of an Event of Default (as defined in the applicable loan agreement) described in Section 3.e. of this Agreement and did not subsequently provide a notice that such "Event of Default" ceased to exist;
2. acceleration of the First Position Loan and demand for payment or the institution or commencement of any legal proceedings against collateral securing any Lender's Loan; or
3. the occurrence of any Bankruptcy Event.

f. Notwithstanding anything to the contrary in this Agreement, but subject to the limitations set forth in Sections 3.a. through 3.d. and Section 4 hereof, any Lender may undertake any of the following at any time and without notice to or the consent of the other Lenders:

1. file a proof of claim or statement of interest, vote on a plan of reorganization (including a vote to accept or reject a plan of partial or complete liquidation, reorganization, arrangement, composition, or extension), and make other filings, arguments, and motions, with respect to such Lender's Loan and any collateral related thereto in any proceeding related to a Bankruptcy Event commenced by or against Borrower;
2. take action to create, perfect, preserve, or protect its liens on such Lender's collateral, so long as such actions are not adverse to the priority status in accordance with this Agreement of liens on collateral securing the Loans senior to such Lender's Loan;
3. file necessary pleadings in opposition to a claim objecting to or otherwise seeking the disallowance of such Lender's Loan or a lien securing the Lender's loan;
4. join (but not exercise any control over) a judicial foreclosure or lien enforcement proceeding with respect to such Lender's collateral initiated by another Lender or any third party, but such

Lender may not receive any Payments therefrom unless expressly permitted herein;

5. bid for or purchase such Lender's collateral at any public, private, or judicial foreclosure upon such collateral initiated by any Lender or any third party, or any sale of such Lender's collateral during a proceeding related to a Bankruptcy Event; provided that such bid may not include a "credit bid" in respect of such Lender's Loan unless the proceeds of such bid are otherwise sufficient to cause the Payment in Full of all Loans senior to such Lender's Loan as set forth in this Agreement;
6. make any demand for payment for amounts Lender is permitted to receive and retain under the terms of this Agreement, charge of any default rate of interest (to the extent otherwise permitted under such Lender's applicable Loan Documents), or deliver notices of default or reservations of rights notices;
7. file any pleadings, objections, motions or agreements which assert rights or interests available to unsecured creditors of Borrower arising under either the Bankruptcy Code or applicable non-bankruptcy law, so long as such action does not constitute, and is not accompanied by, a claim for monetary damages and does not require the making of any payments on any Loans prohibited by this Agreement;
8. take any action to the extent necessary to prevent the running of any applicable statute of limitation or similar restriction on claims, or to assert a compulsory cross-claim or counterclaim against Borrower;
9. take any action to seek and obtain specific performance or injunctive relief to compel Borrower to comply with (or not violate or breach) an obligation under such Lender's Loan Documents (including, without limitation, any new markets tax credit covenant, representation or agreement under any BR Loan Document or CVC Loan Document), so long as such action does not constitute, and is not accompanied by, a claim for monetary damages and does not require the making of any payments on any Loans prohibited by this Agreement;
10. permit the release, discharge or lapse of any lien of such Lender; and
11. inspect or appraise such Lender's collateral or request information or reports concerning such Lender's collateral pursuant to such Lender's Loan Documents, so long as such action does not

constitute, and is not accompanied by, a claim for monetary damages and does not require the making of any payments on any Loans prohibited by this Agreement.

g. In conducting any public or private sale under the UCC, a Lender conducting such sale will give the other Lenders written notice of such sale as may be required by the UCC; provided, however, that ten days' notice will be deemed to be commercially reasonable notice.

h. Subject to the other terms and conditions of this Agreement, until the First Position Loan is Paid in Full, the First Position Lender will have the exclusive right to manage, perform and enforce the terms of the First Position Loan Documents with respect to the collateral for the First Position Loan, to exercise and enforce all privileges and rights thereunder according to its discretion and the exercise of its sole business judgment, including the exclusive right to take or retake control or possession of the collateral for the First Position Loan.

6. Default and Acceleration of Subordinated Loans.

a. Borrower agrees, for the benefit of the First Position Lender, that if an Event of Default (as defined in the applicable loan agreement) occurs with respect to the Second Position Loan, Third Position Loan, Fourth Position Loan or Fifth Position Loan and the applicable Lender declares such Loan due and payable by acceleration, then (a) Borrower shall give immediate written notice of such event to the other Lenders, and (b) the First Position Loan shall become immediately due and payable without notice or demand by the First Position Lender, whether or not Borrower has delivered such notice to First Position Lender.

b. Borrower agrees, for the benefit of the Second Position Lender, that if an Event of Default (as defined in the applicable loan agreement) occurs with respect to the Third Position Loan, Fourth Position Loan or Fifth Position Loan and the applicable Lender declares such Loan due and payable by acceleration, then (a) Borrower shall give immediate written notice of such event to the other Lenders, and (b) the Second Position Loan shall become immediately due and payable without notice or demand by the Second Position Lender, whether or not Borrower has delivered such notice to the Second Position Lender.

c. Borrower agrees, for the benefit of the Third Position Lender, that if an Event of Default (as defined in the applicable loan agreement) occurs with respect to the Fourth Position Loan or Fifth Position Loan and the applicable Lender declares such Loan due and payable by acceleration, then (a) Borrower shall give immediate written notice of such event to the other Lenders, and (b) the Third Position Loan shall become immediately due and payable without notice or demand by the Third Position Lender, whether or not Borrower has delivered such notice to the Third Position Lender.

d. Borrower agrees, for the benefit of the Fourth Position Lender, that if an Event of Default (as defined in the Fifth Third Loan Agreement) occurs with respect to the Fifth Position Loan and the Fifth Position Lender declares the Fifth Position Loan due and payable by acceleration, then (a) Borrower shall give immediate written notice of such event to the other Lenders, and (b) the Fourth Position Loan shall become immediately due and payable without

notice or demand by the Fourth Position Lender, whether or not Borrower has delivered such notice to the Fourth Position Lender.

7. No Reliance. Lenders make no representation or warranty in connection with this Agreement, and no Lender, nor any of its officers, directors, members, employees, attorneys or agents, shall be liable for any act taken or omitted to be taken by them hereunder or in connection herewith, except for their own gross negligence, willful misconduct, and acts or omissions in violation of this Agreement. Lenders shall not be responsible in any manner to any Person for any recitals, statements, representations or warranties herein or for the effectiveness, enforceability, genuineness, validity or the due execution of this Agreement or any other agreement made in connection herewith (other than any such agreement on the part of Lender) or be under an obligation to Borrower to ascertain or to inquire about the performance or observance of any of the terms, covenants or conditions hereof on the part of the parties hereto. No Lender shall be deemed to have knowledge of the occurrence of a default or an event of default under any document evidencing the Loan of any other Lender unless such Lender has actually received written notice from Borrower or another Lender specifying such default or event of default.

8. Payments Received in Contravention of This Agreement. Should any Payment be collected or received by any Lender, and such collection or receipt is prohibited hereunder, the Lender receiving such Payment shall promptly (but in any event within five (5) business days of such receipt thereof) deliver the same to the Lender that is entitled to receive such Payment under this Agreement. Until so delivered, the Payment shall be held in trust by such receiving Lender as the property of the Lender entitled to receive it. If the receiving Lender fails to endorse or sign over any Payment as aforesaid, the Lender entitled to receive it is hereby irrevocably authorized to endorse or assign the same.

9. Modifications to Loans.

a. Except as expressly provided herein, the First Position Lender may at any time and from time to time, without the consent of or notice to the Second Position Lender, Third Position Lender, Fourth Position Lender or Fifth Position Lender, and without impairing or releasing the obligations of the Second Position Lender, Third Position Lender, Fourth Position Lender or Fifth Position Lender under this Agreement: (a) change the manner or place of payment or change the time of payment of or renew or alter the First Position Loan, or amend in any other manner any First Position Loan Document; (b) exercise or refrain from exercising any rights against Borrower or any other Person (including the Second Position Lender, Third Position Lender, Fourth Position Lender and Fifth Position Lender); (c) apply any sums by whomsoever paid or howsoever realized to the First Position Loan and/or any amounts due under any First Position Loan Document, in such manner as such holder may determine or as may be required by the terms of the First Position Loan Documents; and (d) otherwise modify, amend, renew, refinance, extend or restate the terms of the First Position Loan. Notwithstanding the foregoing, the First Position Lender shall not increase the amount of indebtedness under the First Position Loan or increase the interest rate thereon without first obtaining the written consent of the Second Position Lender, Third Position Lender, Fourth Position Lender and Fifth Position Lender.

b. Except as expressly provided herein, the Second Position Lender may at any time and from time to time, without the consent of or notice to the First Position Lender, Third Position Lender, Fourth Position Lender or Fifth Position Lender, and without impairing or releasing the obligations of the First Position Lender, Third Position Lender, Fourth Position Lender or Fifth Position Lender under this Agreement: (a) change the manner or place of payment or change the time of payment of or renew or alter the Second Position Loan, or amend in any other manner any Second Position Loan Document; (b) exercise or refrain from exercising any rights against Borrower or any other Person (including the First Position Lender, Third Position Lender, Fourth Position Lender and Fifth Position Lender); (c) apply any sums by whomsoever paid or howsoever realized to the Second Position Loan and/or any amounts due under any Second Position Loan Document, in such manner as such holder may determine or as may be required by the terms of the Second Position Loan Documents; and (d) otherwise modify, amend, renew, refinance, extend or restate the terms of the Second Position Loan. Notwithstanding the foregoing, the Second Position Lender shall not increase the amount of indebtedness under the Second Position Loan or increase the interest rate thereon without first obtaining the written consent of the First Position Lender, Third Position Lender, Fourth Position Lender and Fifth Position Lender.

c. Except as expressly provided herein, the Third Position Lender may at any time and from time to time, without the consent of or notice to the First Position Lender, Second Position Lender, Fourth Position Lender or Fifth Position Lender, and without impairing or releasing the obligations of the First Position Lender, Second Position Lender, Fourth Position Lender or Fifth Position Lender under this Agreement: (a) change the manner or place of payment or change the time of payment of or renew or alter the Third Position Loan, or amend in any other manner any Third Position Loan Document; (b) exercise or refrain from exercising any rights against Borrower or any other Person (including the First Position Lender, Second Position Lender, Fourth Position Lender and Fifth Position Lender); (c) apply any sums by whomsoever paid or howsoever realized to the Third Position Loan and/or any amounts due under any Third Position Loan Document, in such manner as such holder may determine or as may be required by the terms of the Third Position Loan Documents; and (d) otherwise modify, amend, renew, refinance, extend or restate the terms of the Third Position Loan. Notwithstanding the foregoing, the Third Position Lender shall not increase the amount of indebtedness under the Third Position Loan or increase the interest rate thereon without first obtaining the written consent of the First Position Lender, Second Position Lender, Fourth Position Lender and Fifth Position Lender.

d. Except as expressly provided herein, the Fourth Position Lender may at any time and from time to time, without the consent of or notice to the Fifth Position Lender, and without impairing or releasing the obligations of the Fifth Position Lender under this Agreement: (a) change the manner or place of payment or change the time of payment of or renew or alter the Fourth Position Loan, or amend in any other manner any Fourth Position Loan Document; (b) exercise or refrain from exercising any rights against Borrower or any other Person (including the Fifth Position Lender); (c) apply any sums by whomsoever paid or howsoever realized to the Fourth Position Loan and/or any amounts due under any Fourth Position Loan Document, in such manner as such holder may determine or as may be required by the terms of the Fourth Position Loan Documents, and (d) otherwise modify, amend, renew, refinance, extend

or restate the terms of the Fourth Position Loan. Notwithstanding the foregoing, the Fourth Position Lender shall not increase the amount of indebtedness under the Fourth Position Loan or increase the interest rate thereon without first obtaining the written consent of the First Position Lender, Second Position Lender, Third Position Lender and Fifth Position Lender.

e. The Fifth Position Lender shall not increase the amount of indebtedness under the Fifth Position Loan or increase the interest rate thereon without first obtaining the written consent of the First Position Lender, Second Position Lender, Third Position Lender and Fourth Position Lender.

10. Disposition of Loans. No Second Position Lender, Third Position Lender, Fourth Position Lender or Fifth Position Lender will sell, assign, pledge, encumber or otherwise dispose of its respective Loan unless such sale, assignment, pledge, encumbrance or disposition is made expressly subject to this Agreement.

11. Remedies/Enforcement.

a. Upon any breach of this Agreement by the Second Position Lender, Third Position Lender, Fourth Position Lender or Fifth Position Lender, the First Position Lender may sue and receive from any other Lender any Payment received by such Lender in violation of this Agreement. The rights and remedies of the First Position Lender hereunder are cumulative and in addition to any other rights and remedies of the First Position Lender under any First Position Loan Document or any other agreement that may now or hereafter exist in law or at equity. No postponement or delay by the First Position Lender in the enforcement of any right hereunder shall constitute a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Without limiting the foregoing, the First Position Lender is hereby authorized to demand specific performance of the provisions of this Agreement at any time when Borrower or any other Lender shall have failed to comply with any of the provisions of this Agreement applicable to it. To the fullest extent permitted by applicable law, such other Lenders hereby irrevocably waive any defense based on the adequacy of a remedy at law that might be asserted as a bar to such remedy of specific performance.

b. Either, (i) after such time that the First Position Lender has received Payment in Full, or (ii) at any time in which there is no breach of this Agreement by the Third Position Lender, Fourth Position Lender or Fifth Position Lender with respect to the First Position Loan, upon any breach of this Agreement by the Third Position Lender, Fourth Position Lender or Fifth Position Lender, the Second Position Lender may sue and receive from any other Lender any Payment received by such Lender in violation of this Agreement. The rights and remedies of the Second Position Lender hereunder are cumulative and in addition to any other rights and remedies of the Second Position Lender under any Second Position Loan Document or any other agreement that may now or hereafter exist in law or at equity. No postponement or delay by the Second Position Lender in the enforcement of any right hereunder shall constitute a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Without limiting the foregoing, the Second Position Lender is hereby authorized to demand specific performance of the provisions of this Agreement at any time when Borrower or any other Lender shall have failed to comply

with any of the provisions of this Agreement applicable to it. To the fullest extent permitted by applicable law, such other Lenders hereby irrevocably waive any defense based on the adequacy of a remedy at law that might be asserted as a bar to such remedy of specific performance.

c. Either (i) after such time that the First Position Lender and Second Position Lender have received Payment in Full or (ii) at any time in which there is no breach of this Agreement by the Fourth Position Lender or Fifth Position Lender with respect to the First Position Loan or the Second Position Loan, upon any breach of this Agreement by the Fourth Position Lender or Fifth Position Lender, the Third Position Lender may sue and receive from any other Lender any Payment received by such Lender in violation of this Agreement. The rights and remedies of the Third Position Lender hereunder are cumulative and in addition to any other rights and remedies of the Third Position Lender under any Third Position Loan Document or any other agreement that may now or hereafter exist in law or at equity. No postponement or delay by the Third Position Lender in the enforcement of any right hereunder shall constitute a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Without limiting the foregoing, the Third Position Lender is hereby authorized to demand specific performance of the provisions of this Agreement at any time when Borrower or any other Lender shall have failed to comply with any of the provisions of this Agreement applicable to it. To the fullest extent permitted by applicable law, such other Lenders hereby irrevocably waive any defense based on the adequacy of a remedy at law that might be asserted as a bar to such remedy of specific performance.

d. Either (i) after such time that the First Position Lender, Second Position Lender and Third Position Lender have received Payment in Full or (ii) at any time in which there is no breach of this Agreement by the Fifth Position Lender with respect to the First Position Loan, the Second Position Loan or the Third Position Loan, upon any breach of this Agreement by the Fifth Position Lender, the Fourth Position Lender may sue and receive from the Fifth Position Lender any Payment received by such Lender in violation of this Agreement. The rights and remedies of the Fourth Position Lender hereunder are cumulative and in addition to any other rights and remedies of the Fourth Position Lender under any Fourth Position Loan Document or any other agreement that may now or hereafter exist in law or at equity. No postponement or delay by the Fourth Position Lender in the enforcement of any right hereunder shall constitute a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Without limiting the foregoing, the Fourth Position Lender is hereby authorized to demand specific performance of the provisions of this Agreement at any time when Borrower or any other Lender shall have failed to comply with any of the provisions of this Agreement applicable to it. To the fullest extent permitted by applicable law, such other Lenders hereby irrevocably waive any defense based on the adequacy of a remedy at law that might be asserted as a bar to such remedy of specific performance.

12. Insurance and Condemnation.

a. So long as any portion of the First Position Loan shall remain outstanding and subject to the terms of, and the rights of Borrower under the First Position Loan Documents, the First Position Lender shall have the sole and exclusive right to adjust settlement (after good

faith consultation with the other Lenders) for any insurance policy covering the collateral for the First Position Loan in the event of any loss thereunder and to approve any award granted in any condemnation or similar proceeding (or any deed in lieu of condemnation) affecting such collateral. Until the payment in full of the First Position Loan has occurred, (i) all proceeds of any such policy and any such award (or any payments with respect to a deed in lieu of condemnation) if in respect of collateral for the First Position Loan and to the extent required by the First Position Loan Documents shall be paid to the First Position Lender pursuant to the terms of the First Position Loan Documents and thereafter, if the payment in full of the First Position Loan has occurred, and subject to the rights of Borrower under the Second Position Loan Documents, to the Second Position Lender to the extent required under the Second Position Loan Documents and thereafter in like manner to the Third Position Lender, the Fourth Position Lender, the Fifth Position Lender (each to the extent that obligations are outstanding to the applicable Lender, the proceeds relate to collateral for the respective Lender's obligations, and the payment is required pursuant to the applicable Lender's loan documents), and thereafter to the owner of the subject property, such other Person as may be entitled thereto or as a court of competent jurisdiction may otherwise direct, and (ii) if a Lender shall, at any time, receive any proceeds of any such insurance policy or any such award or payment with respect to collateral securing a prior Lender's loan in contravention of this Agreement, it shall segregate and hold in trust and forthwith pay such proceeds over to the applicable Lender.

b. To effectuate the foregoing, the Lenders shall each receive separate mortgagee and lender's loss payable endorsements naming themselves as mortgagee and loss payee and additional insured, as their interests may appear, with respect to any policies which insure collateral hereunder.

13. Duration of Agreement; Waiver and Amendments. This Agreement is of a continuing nature, and it shall continue in force so long as any portion of the First Position Loan, Second Position Loan, Third Position Loan and Fourth Position Loan has not been Paid in Full. Except as otherwise provided herein, this Agreement may be changed, modified or waived only by a writing signed by the parties hereto.

14. Waivers. Except as expressly provided herein, Borrower and Lenders each hereby waive, to the extent permitted by applicable law: (a) notice of acceptance or any other notice with respect to the First Position Loan, Second Position Loan, Third Position Loan, Fourth Position Loan, Fifth Position Loan and this Agreement, any requirement that First Position Lender, Second Position Lender, Third Position Lender, Fourth Position Lender or Fifth Position Lender secure, perfect or insure any security interest or lien on any property subject thereto or exhaust any right to take action against Borrower or any other Person or any collateral, any presentment for payment, notice of non-payment or nonperformance, demand, protest, notice of protest and notice of dishonor or default with respect to the First Position Loan, Second Position Loan, Third Position Loan, Fourth Position Loan or Fifth Position Loan; (b) defenses to pay or perform based upon the First Position Loan, Second Position Loan, Third Position Loan, Fourth Position Loan or Fifth Position Loan not being valid and binding obligations of Borrower, enforceable in accordance with their terms (notwithstanding bankruptcy laws, insolvency laws and other laws affecting generally the protection of debtors or rights of creditors); (c) any disability of Borrower or defense available to Borrower (other than Payment in Full) with respect

with a copy to:

Stites & Harbison PLLC
400 West Market Street, Suite 1800
Louisville, KY 40202
Attention: Bill Haden

If to LFUCG:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40588
Attention: William O'Mara

with a copy to:

Taft Stettinius & Hollister LLP
1717 Dixie Highway, Suite 910
Covington, KY 41011
Attention: James Parsons

and:

Lexington-Fayette Urban County Government
Law Department
200 East Main Street
Lexington, KY 40588

If to BR:

Brownfield Revitalization 37, LLC
c/o Cherokee Investment Partners, LLC
111 East Hargett Street, Suite 300
Raleigh, NC 27601
Attention: Bret Batchelder

with a copy to:

Leverage Law Group, LLC
4601 College Boulevard, Suite 280
Leawood, KS 66211
Attention: Paul O'Hanlon

and:

U.S. Bank National Association
c/o U.S. Bancorp Community Development Corporation
1307 Washington Avenue, Suite 300
St. Louis, MO 63103
Attention: Director of Asset Management – NMTC
Project #: 22557

and:

Husch Blackwell LLP
190 Carondelet Plaza, Suite 600
St. Louis, MO 63105
Attention: Edward J. Lieberman

If to CVC:

Community Ventures Investment XIV, LLC
c/o Community Ventures Corporation
1450 North Broadway
Lexington, KY 40505
Attention: William Moody

with a copy to:

Law Office of Mark D. Foster
4835 LBJ Freeway, Suite 424
Dallas, TX 75244
Attention: Mark Foster

and:

U.S. Bank National Association
c/o U.S. Bancorp Community Development Corporation
1307 Washington Avenue, Suite 300
St. Louis, MO 63103
Attention: Director of Asset Management – NMTC;
Project # 22557

and:

Husch Blackwell LLP
190 Carondelet Plaza, Suite 600
St. Louis, MO 63105
Attention: Edward J. Lieberman

If to Fifth Third:

Fifth Third Bank
38 Fountain Square Plaza
Commercial Real Estate Group
MD 109051
Cincinnati, OH 45263
Attention: Kevin Donovan

with a copy to:

Graydon Head & Ritchey LLP
1900 Fifth Third Center
511 Walnut Street
Cincinnati, OH 45202
Attention: Jeff Rohr

If to Borrower: 21c Lexington LLC
c/o 21c Museum Hotels LLC
710 West Main Street, Third Floor
Louisville, KY 40202
Attention: General Counsel

with a copy to: Nixon Peabody LLP
401 9th Street NW, Suite 900
Washington, DC 20004
Attention: Andrew Potts

and:

Miller Wells PLLC
710 West Main Street, 4th Floor
Louisville, KY 40202
Attention: Andrew Fleischman, Esq.

21. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts each of which, when so executed and delivered, shall be an original, and all such counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by telecopy or electronic image (such as PDF) shall be as effective as an original and shall constitute a representation that an original will be delivered promptly upon request.

22. Attorneys' Fees. Notwithstanding anything in this Agreement to the contrary, "legal fees", "reasonable attorneys' fees", and similar phrases shall mean actual legal fees and expenses incurred at standard hourly rates without reference to a percentage of indebtedness or the claim sought to be enforced and upon which judgment is rendered.

23. Acknowledgement Regarding SNDAs. Each Lender other than Fifth Third has, on or about the date hereof, entered into a Subordination, Nondisturbance and Attornment Agreement with 21c Lexington Master Tenant (collectively, the "SNDAs"). The liens and rights of each Lender other than Fifth Third are hereby acknowledged and agreed to be subject to the terms and provisions of the respective SNDAs, including without limitation, provisions that limit or delay the exercise of remedies by the respective Lenders, and nothing contained herein shall be construed as modifying or overriding such provisions.

[signatures on following pages]

[Counterpart signature page to Subordination and Intercreditor Agreement]

CENTRAL BANK & TRUST CO.,
a Kentucky banking corporation

By: Megan Burlew
Name: Megan Burlew
Title: V.P.

STATE OF Kentucky
Jayette COUNTY

I, the undersigned, a Notary Public of Jayette County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Megan Burlew, V.P. Central Bank & Trust Co.
(name of signer and capacity)

Witness my hand and official seal, this the 20th day of November, 2014.

My commission expires: 08.30.18
Shannon A. Sullivan
Notary Public # 516528

[NOTARY SEAL] SHANNON B. SULLIVAN
Print Name of Notary

[Counterpart signature page to Subordination and Intercreditor Agreement]

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT,
a Kentucky urban county government organized under the provisions of KRS Chapter 67A

By: *[Signature]*
Name: JIM GRAY
Title: MAYOR

STATE OF Kentucky
Fayette COUNTY

I, the undersigned, a Notary Public of Fayette County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: JIM GRAY, MAYOR
(name of signer and capacity)

Witness my hand and official seal, this the 20th day of November, 2014.

My commission expires:
1/9/16

[Signature]
Notary Public ID# 457846

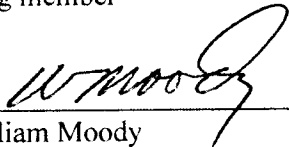
MARTHA JN ALLEN
Print Name of Notary

[NOTARY SEAL]

[Counterpart signature page to Subordination and Intercreditor Agreement]

COMMUNITY VENTURES INVESTMENT XIV, LLC,
a Kentucky limited liability company

By: Community Ventures Corporation,
a Kentucky nonprofit corporation,
its managing member

By: 
Name: William Moody
Title: Executive Vice President

STATE OF Kentucky
Fayette COUNTY

I, the undersigned, a Notary Public of Fayette County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
 I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____
 _____ A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: William Moody, as Executive Vice President of Community Ventures Corporation, a Kentucky nonprofit corporation, which is the managing member of COMMUNITY VENTURES INVESTMENT XIV, LLC, a Kentucky limited liability company.

Witness my hand and official seal, this the 26th day of November, 2014

My commission expires:

March 15, 2018

[NOTARY SEAL]


Notary Public

Michelle V. Turner
Print Name of Notary

[Counterpart signature page to Subordination and Intercreditor Agreement]

FIFTH THIRD BANK,
an Ohio banking corporation,

By: Kevin Donovan
Name: Kevin Donovan
Title: Vice President

STATE OF OHIO
Hamilton COUNTY

I, the undersigned, a Notary Public of Hamilton County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

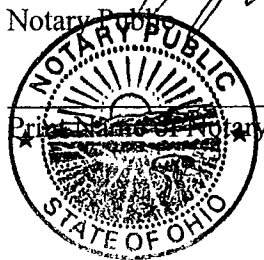
- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Kevin Donovan, as Vice President of FIFTH THIRD BANK, an Ohio banking corporation.

Witness my hand and official seal, this the 4th day of December, 2014.

My commission expires:

W/A



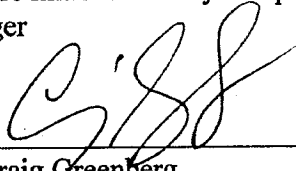
Jeffrey L. Rohr
Notary Public
JEFFREY L. ROHR
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date. Section 147.03 O.R.C.

[NOTARY SEAL]

[Counterpart signature page to Subordination and Intercreditor Agreement]

21C LEXINGTON LLC,
a Kentucky limited liability company

By: 21c Museum Hotels LLC,
a Delaware limited liability company,
its manager

By: 
Name: Craig Greenberg
Title: President

STATE OF Kentucky
Jefferson COUNTY

I, the undersigned, a Notary Public of Jefferson County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Craig Greenberg, as President of 21c Museum Hotels LLC, a Delaware limited liability company, which is the manager of 21C LEXINGTON LLC, a Kentucky limited liability company.

Witness my hand and official seal, this the 21st day of November, 2014.

My commission expires: 

3/21/2018

Notary Public
Shawn O'Donnell

[NOTARY SEAL]



Print Name of Notary

EXHIBIT A

TRACT I:

Being all of Unit 2 of The Fayette Building, 145-151 West Main Street, a condominium unit, together with the common elements thereto as set out in Master Deed and Declaration of Horizontal Property Regime for The Fayette Building, 145-151 West Main Street, dated October 15, 1979 and recorded in Deed Book 1238, Page 484, and in Condominium Deed Book 3, Page 395, and as shown by plans of same of record in Plat Cabinet G, Slide 84 (formerly Condominium Plat Book 2, Page 6), in the Fayette County Clerk's Office; the improvements thereon being known and designated as 145-151 West Main Street, Unit 2, Lexington, Kentucky; and

Being the same property conveyed to 21c Lexington LLC, a Kentucky limited liability company, by deed dated July 20, 2012, of record in Condominium Deed Book 92, Page 35, in the Fayette County Clerk's Office.

TRACT II:

Being all of Unit 3 of The Fayette Building, 145-151 West Main Street, a condominium unit, together with the common elements thereto as set out in Master Deed and Declaration of Horizontal Property Regime for The Fayette Building, 145-151 West Main Street, dated October 15, 1979 and recorded in Deed Book 1238, Page 484, and in Condominium Deed Book 3, Page 395, and as shown by plans of same of record in Plat Cabinet G, Slide 84 (formerly Condominium Plat Book 2, Page 6), in the Fayette County Clerk's Office; the improvements thereon being known and designated as 145-151 West Main Street, Unit 3, Lexington, Kentucky; and

Being the same property conveyed to 21c Lexington LLC, a Kentucky limited liability company, by deed dated June 12, 2012, of record in Condominium Deed Book 91, Page 434, in the Fayette County Clerk's Office.

TRACT III:

All that tract or parcel of land situated at the northeast corner of West Main Street and North Upper Street, in Lexington, Fayette County, Kentucky, and more fully described as follows:

Beginning at a point where the northeast line of West Main Street intersects the southeast line of North Upper Street; thence with the southeast line of North Upper Street in a northeasterly direction 107.87 feet to a point, corner to First Security National Bank & Trust Company, Executor for Julia S. Chick; thence with said Chick in a southeasterly direction 113.39 feet to the northwest line of Bank Alley; thence with the northwest line of Bank Alley in a southwesterly direction 29.75 feet to a corner with First Security National Bank & Trust Company, Executor and Trustee for A.H. Barkley; thence with said Barkley and continuing with Schubert and Rogers in a northwesterly direction 35.81 feet to a corner with Schubert and Rogers; thence again with Schubert and Rogers in southwesterly direction 76.20 feet to the northeast line of West Main Street; thence with the northeast line of West Main Street in a northwesterly direction 77.42 feet to the beginning; the improvements thereon being known and designated as 167 West Main Street, Lexington, Kentucky; and

Being the same property conveyed to 21c Lexington LLC, a Kentucky limited liability company, by deed dated September 27, 2012, of record in Deed Book 3103, Page 674, in the Fayette County Clerk's Office.

TRACT IV:

Being all of Unit 1 of The Fayette Building, 145-151 West Main Street, a condominium unit, together with the common elements thereto as set out in Master Deed and Declaration of Horizontal Property Regime for The Fayette Building, 145-151 West Main Street, dated October 15, 1979 and recorded in Deed Book 1238, Page 484, and in Condominium Deed Book 3, Page 395, and as shown by plans of same of record in Plat Cabinet G, Slide 84 (formerly Condominium Plat Book 2, Page 6), in the Fayette County Clerk's Office; the improvements thereon being known and designated as 145-151 West Main Street, Unit 1, Lexington, Kentucky.

Being the same property conveyed to 21c Lexington LLC, a Kentucky limited liability company, by deed dated December ____, 2014 of record in Condominium Deed Book ____, Page ____ in the Fayette County Clerk's Office.

21C LEXINGTON FLOW OF FUNDS MEMORANDUM

TO: U.S. Bancorp Community Development Corporation
FROM: Husch Blackwell LLP
DATE: December 8, 2014
RE: Flow of Funds Memorandum for **21c Lexington**
PROJECT #: 22557

On November 5, 2014, the following wire transactions occurred:

- U.S. Bank National Association, a national banking association (“**USBNA**”), made a capital contribution to Twain Investment Fund 61, LLC, a Missouri limited liability company (“**State Fund**”), in the amount of \$5,143,186.31, which was deposited into account number 152315756683 at U.S. Bank National Association.
- State Fund made a capital contribution, to be designated in full as a “qualified equity investment” (as such term is defined in the Kentucky New Markets Development Program, KRS § 141.432, et seq., as the same may be amended from time to time, and any rules, regulations or guidance issued thereunder (the “**Kentucky NMTC Act**”)) to Urban Development Fund XLII, LLC, a Delaware limited liability company (“**UDF CDE**”), in the amount of \$5,143,186.31 which was deposited into account number 152315749696 at U.S. Bank National Association.
- Urban Development Fund, LLC, a Delaware limited liability company (“**UDF Allocatee**”), made a capital contribution to UDF CDE in the amount of \$514, which was deposited into account number 152315749696 at U.S. Bank National Association.

On November 6, 2014, the following wire transactions occurred:

- USBNA made a capital contribution to Twain Investment Fund 21, LLC, a Missouri limited liability company (“**Federal Fund**”), in the amount of \$781,764.32, which was deposited into account number 152315750132 at U.S. Bank National Association.
- Federal Fund made a capital contribution, to be designated in full as a “qualified equity investment” (as such term is defined in the Kentucky NMTC Act and Section 45D of the Internal Revenue Code of 1986 or corresponding provisions of subsequent superseding federal revenue laws (the “**Code**”)) to Brownfield Revitalization 37, LLC, a Delaware limited liability company (the “**BR CDE**”), in the amount of \$781,764.32, which was deposited into account number 152315757178 at U.S. Bank National Association.
- Brownfield Revitalization, LLC, a Delaware limited liability company (“**BR Allocatee**”), made a capital contribution to BR CDE in the amount of \$78.18, which was deposited into account number 152315757178 at U.S. Bank National Association.

On November 21, 2014, the following wire transactions occurred:

- USBNA made a capital contribution to Twain Investment Fund 67, LLC, a Missouri limited liability company (“*Fund 67*”), in the amount of \$1,582,429, which was deposited into account number 152315751452 at U.S. Bank National Association.
- Fund 67 made a capital contribution, to be designated in full as a “qualified equity investment” (as such term is defined in Section 45D of the Code) to Community Ventures Investment XIV, LLC, a Kentucky limited liability company (the “*CVC CDE*”), in the amount of \$1,582,429, which was deposited into account number 152315757335 at U.S. Bank National Association.
- Community Ventures Corporation, a Kentucky nonprofit corporation (“*CVC Allocatee*”), made a capital contribution to CVC CDE in the amount of \$158.24, which was deposited into account number 152315757335 at U.S. Bank National Association.

On or prior to the date hereof, Federal Fund and Fund 67 entered into an Agreement of Merger providing for the merger of Fund 67 with and into the Federal Fund under the laws of the State of Missouri, with the Federal Fund being the surviving entity (the “*Merger*”); Federal Fund and Fund 67 filed a Notice of Merger of Limited Liability Company with the Office of the Secretary of State of the State of Missouri to effectuate the Merger under the laws of the State of Missouri.

The undersigned parties hereby agree that the following wire transactions are anticipated to occur on December 8, 2014:

1. Lyons Capital Contribution to Borrower

Capital contribution by Thomas Pearse Lyons, an individual residing in Kentucky (“*Lyons*”), to 21c Lexington LLC, a Kentucky limited liability company (“*Borrower*”), pursuant to Section 4.1(c) of that certain Amended and Restated Operating Agreement of Borrower dated as of the date hereof.

Debit

Name of Account: Thomas Pearse Lyons
 Amount: \$200,000
 Reference: Lyons Capital Contribution to Borrower

Credit

Name of Account: 21c Lexington LLC Disbursement Account – Borrower Equity
 Amount: \$200,000
 Bank: Central Bank & Trust Co
 ABA: 042100146
 Account #: 10627448
 Reference: Lyons Capital Contribution to Borrower

2. Lexington-Fayette Advance of UDAG Loan

Advance of loan proceeds in the amount of \$1,000,000 (the “*UDAG Loan*”) by Lexington-Fayette Urban County Government, a Kentucky urban county government organized under the provisions of KRS Chapter 67A (“*Lexington-Fayette*”), to Borrower pursuant to that certain Loan Agreement by and between Lexington-Fayette, Borrower, Craig Greenberg, an individual resident of the Commonwealth of Kentucky, James Steven Wilson, an individual resident of the Commonwealth of Kentucky (“*JSW*”), and 21c Museum Hotels LLC, a Delaware limited liability company (“*21c Museum Hotels*”), dated as of the date hereof.

Debit

Name of Account: Lexington-Fayette Urban County Government
Amount: \$1,000,000
Bank: JP Morgan Bank
ABA: 021000021
Account #: 192186106
Reference: Lexington-Fayette UDAG Loan to Borrower

Credit

Name of Account: 21c Lexington LLC
Amount: \$1,000,000
Bank: U.S. Bank National Association
ABA: 081000210
Account #: 152315749811
Reference: Lexington-Fayette UDAG Loan to Borrower

3. MT Manager Capital Contribution to Master Tenant

Capital contribution by 21c Lexington MT Manager LLC, a Kentucky limited liability company (“*MT Manager*”), to 21c Lexington Master Tenant LLC, a Kentucky limited liability company (“*Master Tenant*”), pursuant to Section 3.2 of that certain Operating Agreement of Master Tenant dated as of the date hereof (“*Master Tenant Agreement*”).

Debit

Name of Account: 21c Museum Hotels LLC¹
Amount: \$23,198
Reference: MT Manager Capital Contribution to Master Tenant

Credit

Name of Account: 21c Lexington Master Tenant LLC
Amount: \$23,198
Bank: U.S. Bank National Association
ABA: 081000210
Account #: 152315749795
Reference: MT Manager Capital Contribution to Master Tenant

¹ Capital contribution made by 21c Museum Hotels on behalf of and at the direction of MT Manager and will be reflected in the books and records of the Master Tenant as a capital contribution from MT Manager to Master Tenant.

4. 21c Museum Hotels Advance of Federal Fund 21c Loan

Advance of leverage loan proceeds in the amount of \$415,297 (the “*Federal Fund 21c Loan*”) by 21c Museum Hotels to Federal Fund pursuant to that certain Fund Loan Agreement dated as of the date hereof between 21c Museum Hotels and the Federal Fund (“*Federal Fund 21c Loan Agreement*”).

Debit

Name of Account: 21c Museum Hotels LLC
Amount: \$415,297
Bank: Republic Bank
ABA: 083001314
Account #: 54989035
Reference: Advance of Federal Fund 21c Loan Proceeds

Credit

Name of Account: Twain Investment Fund 21, LLC
Amount: \$415,297
Bank: U.S. Bank National Association
ABA: 081000210
Account #: 152315750132
Reference: Advance of Federal Fund 21c Loan Proceeds

5. JSW Advance of State Fund Bridge Loan

Advance of bridge leverage loan proceeds in the amount of \$2,251,360 (the “*State Fund Bridge Loan*”) by JSW to State Fund pursuant to that certain Bridge Loan Agreement dated as of the date hereof between JSW and the State Fund (“*State Fund Bridge Loan Agreement*”).²

Debit

Name of Account: James S. Wilson
Amount: \$2,251,360
Bank: U.S. Bank National Association
ABA: 042100175
Account #: 145807969186
Reference: Advance of State Fund Bridge Loan Proceeds

Credit

Name of Account: Twain Investment Fund 61, LLC
Amount: \$2,251,360
Bank: U.S. Bank National Association
ABA: 081000210
Account #: 152315756683
Reference: Advance of State Fund Bridge Loan Proceeds

² Such bridge loan is funded from loan proceeds received by JSW from Fifth Third Bank pursuant to that certain Bridge Loan Agreement dated as of the date hereof (the “*5/3 Bridge Loan Agreement*”).

6. JSW Advance of Federal Fund Bridge Loan

Advance of bridge leverage loan proceeds in the amount of \$2,966,569 (the “*Federal Fund Bridge Loan*”) by JSW to Federal Fund pursuant to that certain Bridge Loan Agreement dated as of the date hereof between JSW and the Federal Fund (“*Federal Fund Bridge Loan Agreement*”).³

Debit

Name of Account: James S. Wilson
Amount: \$2,966,569
Bank: U.S. Bank National Association
ABA: 042100175
Account #: 145807969186
Reference: Advance of Federal Fund Bridge Loan Proceeds

Credit

Name of Account: Twain Investment Fund 21, LLC
Amount: \$2,966,569
Bank: U.S. Bank National Association
ABA: 081000210
Account #: 152315750132
Reference: Advance of Federal Fund Bridge Loan Proceeds

7. USBCDC Capital Contribution to Master Tenant

Capital contribution by U.S. Bancorp Community Development Corporation, a Minnesota corporation (“*USBCDC*”), to Master Tenant pursuant to Section 3.2 of the Master Tenant Agreement.

Debit

Name of Account: U.S. Bancorp Community Development Corporation
Amount: \$2,296,628
Bank: U.S. Bank National Association
Reference: USBCDC Capital Contribution to Master Tenant (Project #22557)

Credit

Name of Account: 21c Lexington Master Tenant LLC
Amount: \$2,296,628
Bank: U.S. Bank National Association
ABA: 081000210
Account #: 152315749795
Reference: USBCDC Capital Contribution to Master Tenant

³ Such bridge loan is funded from loan proceeds received by JSW from Fifth Third Bank pursuant to the 5/3 Bridge Loan Agreement.

8. Master Tenant Advance of State Fund Master Tenant Loan

Advance of initial installment of leverage loan proceeds in the amount of \$2,319,826 (“*Initial State Fund MT Loan*”) by Master Tenant to State Fund pursuant to that certain Loan Agreement dated as of the date hereof between Master Tenant and State Fund (“*State Fund MT Loan Agreement*”).

Debit

Name of Account: 21c Lexington Master Tenant LLC
Amount: \$2,319,826
Bank: U.S. Bank National Association
ABA: 081000210
Account #: 152315749795
Reference: Advance of State Fund Master Tenant Loan Proceeds

Credit

Name of Account: Twain Investment Fund 61, LLC
Amount: \$2,319,826
Bank: U.S. Bank National Association
ABA: 081000210
Account #: 152315756683
Reference: Advance of State Fund Master Tenant Loan Proceeds

9. State Fund Return of Capital Contribution to USBNA

Return by State Fund of a portion of a certain capital contributions to USBNA in the aggregate amount of \$4,039,973 pursuant to Article IX of that certain Second Amended and Restated Operating Agreement for State Fund dated as of the date hereof between USBNA and Twain SNMTC LLC, a Missouri limited liability company (“*State Fund Agreement*”).

Debit

Name of Account: Twain Investment Fund 61, LLC
Amount: \$4,039,973
Bank: U.S. Bank National Association
ABA: 081000210
Account #: 152315756683
Reference: Fund Return of Capital Contribution to USBNA; Project #22557

Credit

Name of Account: U.S. Bank National Association
Amount: \$4,039,973
Bank: U.S. Bank National Association
Reference: Fund Return of Capital Contribution to USBNA; Project #22557

10. UDF CDE Advance of Federal Fund UDF Loan

Advance of leverage loan proceeds in the amount of \$5,143,186.31 (the “*Federal Fund UDF Loan*”) by UDF CDE to Federal Fund pursuant to that certain Fund Loan Agreement dated as of the date hereof between UDF CDE and the Federal Fund (“*Federal Fund UDF Loan Agreement*”).

Debit

Name of Account: Urban Development Fund XLII, LLC
Amount: \$5,143,186.31
Bank: U.S. Bank National Association
ABA: 081000210
Account #: 152315749696
Reference: Advance of Federal Fund UDF Loan Proceeds

Credit

Name of Account: Twain Investment Fund 21, LLC
Amount: \$5,143,186.31
Bank: U.S. Bank National Association
ABA: 081000210
Account #: 152315750132
Reference: Advance of Federal Fund UDF Loan Proceeds

11. USBNA Capital Contribution to Federal Fund

Capital contribution in the amount of \$1,791,478.68 by USBNA to Federal Fund pursuant to Section 5.1 of that certain Second Amended and Restated Operating Agreement for Federal Fund by and between USBNA and Twain Financial Partners LLC, a Missouri limited liability company, dated as of the date hereof (“*Federal Fund Agreement*”).

Debit:

Name of Account: U.S. Bank National Association
Amount: \$1,791,478.68
Bank: U.S. Bank National Association
Reference: USBNA Capital Contribution to Federal Fund; Project #22557

Credit

Name of Account: Twain Investment Fund 21, LLC
Amount: \$1,791,478.68
Bank: U.S. Bank National Association
ABA: 081000210
Account #: 152315750132
Reference: USBNA Capital Contribution to Federal Fund; Project #22557

12. Federal Fund Capital Contribution to BR CDE

Capital contribution in the amount of \$4,538,235.68 by Federal Fund to BR CDE, which is to be designated in full as a “qualified equity investment” (as defined in Section 45D of the Code), pursuant to Section 6.01(a) of the Second Amended and Restated Operating Agreement of BR CDE dated as of the date hereof (the “*BR CDE Operating Agreement*”).

Debit

Name of Account: Twain Investment Fund 21, LLC
Amount: \$4,538,235.68
Bank: U.S. Bank National Association
ABA: 081000210
Account #: 152315750132
Reference: Federal Fund QEI Capital Contribution to BR CDE

Credit

Name of Account: Brownfield Revitalization 37, LLC
Amount: \$4,538,235.68
Bank: U.S. Bank National Association
ABA: 081000210
Account #: 152315751635
Reference: Federal Fund QEI Capital Contribution to BR CDE

13. BR Allocatee Capital Contribution to BR CDE

Capital contribution by BR Allocatee to BR CDE pursuant to Section 6.01(a) of the BR CDE Operating Agreement.

Debit

Name of Account: Brownfield Revitalization, LLC
Amount: \$453.82
Bank: Capital One, N.A.
Reference: BR Allocatee Capital Contribution to BR CDE

Credit

Name of Account: Brownfield Revitalization 37, LLC
Amount: \$453.82
Bank: U.S. Bank National Association
ABA: 081000210
Account #: 152315757178
Reference: BR Allocatee Capital Contribution to BR CDE

14. Federal Fund Capital Contribution to CVC CDE

Capital contribution in the amount of \$5,417,571 by Federal Fund to CVC CDE, which is to be designated in full as a “qualified equity investment” (as defined in Section 45D of the Code), pursuant to Section 6.01(b) of the Second Amended and Restated Operating Agreement of CVC CDE dated as of the date hereof (the “*CVC CDE Operating Agreement*”).

Debit

Name of Account: Twain Investment Fund 21, LLC
Amount: \$5,417,571
Bank: U.S. Bank National Association
ABA: 081000210
Account #: 152315750132
Reference: Federal Fund QEI Capital Contribution to CVC CDE

Credit

Name of Account: Community Ventures Investment XIV, LLC
Amount: \$5,417,571
Bank: U.S. Bank National Association
ABA: 081000210
Account #: 152315757335
Reference: Federal Fund QEI Capital Contribution to CVC CDE

15. CVC Allocatee Capital Contribution to CVC CDE

Capital contribution by CVC Allocatee to CVC CDE pursuant to Section 6.01(b) of the CVC CDE Operating Agreement.

Debit

Name of Account: Community Ventures Corporation
Amount: \$541.76
Bank: Republic Bank
Reference: CVC Allocatee Capital Contribution to CVC CDE

Credit

Name of Account: Community Ventures Investment XIV, LLC
Amount: \$541.76
Bank: U.S. Bank National Association
ABA: 081000210
Account #: 152315757335
Reference: CVC Allocatee Capital Contribution to CVC CDE

16. BR CDE Advance of a portion of the BR CDE A Loan

Advance of a portion of the BR CDE A Loan proceeds by BR CDE to Borrower, pursuant to that certain Credit Agreement dated as of the date hereof by and between Borrower, as borrower, and BR CDE and CVC CDE, as lenders (the "*CDE Loan Agreement*").

Debit

Name of Account: Brownfield Revitalization 37, LLC
Amount: \$781,764.32
Bank: U.S. Bank National Association
ABA: 081000210
Account #: 152315757178
Reference: Advance of a portion of BR CDE A Loan by BR CDE to Borrower

Credit

Name of Account: 21c Lexington LLC
Amount: \$781,764.32
Bank: U.S. Bank National Association
ABA: 081000210
Account #: 152315749811
Reference: Advance of a portion of BR CDE A Loan by BR CDE to Borrower

17. BR CDE Advance of a portion of the BR CDE A Loan

Advance of a portion of the BR CDE A Loan proceeds by BR CDE to Borrower pursuant to the CDE Loan Agreement.

Debit

Name of Account: Brownfield Revitalization 37, LLC
Amount: \$2,600,101.68
Bank: U.S. Bank National Association
ABA: 081000210
Account #: 152315751635
Reference: Advance of a portion of BR CDE A Loan by BR CDE to Borrower

Credit

Name of Account: 21c Lexington LLC
Amount: \$2,600,101.68
Bank: U.S. Bank National Association
ABA: 081000210
Account #: 152315749811
Reference: Advance of a portion of BR CDE A Loan by BR CDE to Borrower

18. BR CDE Advance of BR CDE B Loan

Advance of BR CDE B Loan proceeds by BR CDE to Borrower pursuant to the CDE Loan Agreement.

Debit

Name of Account: Brownfield Revitalization 37, LLC
Amount: \$1,831,734
Bank: U.S. Bank National Association
ABA: 081000210
Account #: 152315751635
Reference: Advance of BR CDE B Loan by BR CDE to Borrower

Credit

Name of Account: 21c Lexington LLC
Amount: \$1,831,734
Bank: U.S. Bank National Association
ABA: 081000210
Account #: 152315749811
Reference: Advance of BR CDE B Loan by BR CDE to Borrower

19. CVC CDE Advance of CVC CDE A Loan

Advance of CVC CDE A Loan proceeds by CVC CDE to Borrower pursuant to the CDE Loan Agreement.

Debit

Name of Account: Community Ventures Investment XIV, LLC
Amount: \$5,143,186.31
Bank: U.S. Bank National Association
ABA: 081000210
Account #: 152315757335
Reference: Advance of CVC CDE A Loan by CVC CDE to Borrower

Credit

Name of Account: 21c Lexington LLC
Amount: \$5,143,186.31
Bank: U.S. Bank National Association
ABA: 081000210
Account #: 152315749811
Reference: Advance of CVC CDE A Loan by CVC CDE to Borrower

20. CVC CDE Advance of CVC B Loan

Advance of CVC CDE B Loan proceeds by CVC CDE to Borrower pursuant to the CDE Loan Agreement.

Debit

Name of Account: Community Ventures Investment XIV, LLC
Amount: \$1,716,813.69
Bank: U.S. Bank National Association
ABA: 081000210
Account #: 152315757335
Reference: Advance of CVC CDE B Loan by CVC CDE to Borrower

Credit

Name of Account: 21c Lexington LLC
Amount: \$1,716,813.69
Bank: U.S. Bank National Association
ABA: 081000210
Account #: 152315749811
Reference: Advance of CVC CDE B Loan by CVC CDE to Borrower

21. Borrower Payment of Filing and Recording Costs, Title Insurance Premiums, Kaufmann Purchase Price and Central Bank Payoff

Payment by Borrower of funds to McBrayer, McGinnis, Leslie & Kirkland, PLLC for the purposes set forth in the settlement statement attached hereto as Exhibit A.

Debit

Name of Account: 21c Lexington LLC
Amount: \$4,639,623.07
Bank: U.S. Bank National Association
ABA: 081000210
Account #: 152315749811
Reference: Title-Related Disbursements

Credit

Name of Account: McBrayer, McGinnis Loan Escrow (McBrayer, McGinnis, Leslie & Kirkland PLLC)
Amount: \$4,639,623.07
Bank: Central Bank & Trust Co., 300 West Vine Street, Lexington, Kentucky 40507 (contact Tina Christian 859-253-6160)
ABA: 042100146
Account #: 10406696
Reference: Title-Related Disbursements