

* Prepared By :
Nelson Plumbing, Inc.
3889 Robertson Rd.
Nesbit, Mississippi 38651
901 332-5670

Instructions For Filing:

Please file attached with reference to Bk 16 Pg. 500 pursuant to
Mississippi Code Annotated Section 85-7-185.

901-332-5670

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 3252270

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that Nelson Plumbing, Inc.

(Here insert full name and address or legal title of Contractor)

3889 Robertson Rd, Nesbit, MS 38651

as Principal, hereinafter called Principal, and, Great American Insurance Company

(Here insert full name and address or legal title of Surety)

580 Walnut Street, Cincinnati, OH 45202

as Surety, hereinafter called Surety, are held and firmly bound unto Windchase Enterprises, L.P.

(Here insert full name and address or legal title of Owner)

1139 South Davis Ave, Cleveland, MS 38732

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of Three Million Four Hundred Ninety Eight Thousand Seven Hundred Twelve Dollars and 00/100

(Here insert a sum equal to at least one-half of the contract price)

Dollars (\$ 3,498,712.00),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated April 3, 2008, entered into a contract with Owner

for

(Here insert full name, address and description of project)

Best Western Inn, 6910 Windchase Dr, Horn Lake, MS 38637

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed

and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety or mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 24th day of April, 2008.

ATTEST:

By: Melvin Merritt
(Witness)

Nelson Plumbing, Inc.
(Principal) (Seal)
By: [Signature]
(Title)

WITNESS:

By: [Signature]
(Witness)

Great American Insurance Company
(Surety) (Seal)
By: [Signature]
(Title)
Ami L. Gardner Attorney-in-Fact

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than TWO

No. 0 17158

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
AMI L. RUNYAN	BOTH OF	BOTH
WANDA S. KUMMER	FRANKLIN, TENNESSEE	\$75,000,000

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of APRIL, 2008
GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (513-412-4602)

On this 18TH day of APRIL 2008, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993.

RESOLVED: That the Divisional President, the Divisional Senior Vice President, the several Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, RONALD C. HAYES, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of March 1, 1993 have not been revoked and are now in full force and effect.

Signed and sealed this 24 day of April, 2008.

AIA[®] Document A101[™] - 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the
in the year 2008
(In words, indicate day, month and year)

3rd day of April

BETWEEN the Owner
(Name, address and other information)

Windchase Enterprises, LP
1139 S. Davis Avenue
Cleveland, MS 38732

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

and the Contractor
(Name, address and other information)

Nelson Plumbing, Inc.
3889 Robertson Rd
Nesbit, MS 38651

for the following Project
(Name, location, and detailed description)

Best Western Inn & Suites
6910 Windchase Drive
Horn Lake, MS 38637

The Architect:
(Name, address and other information)

B W Hudson
132 E. Main St, Suite 200
Grand Praire, TX 75050

The Owner and Contractor agree as follows.

Init.

AIA Document A101[™] - 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1980, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was created at 11:29:52 MDT on 04/29/2008 under the terms of license number 26001 issued by the American Institute of Architects, and is not for resale. This document is licensed for one time use only and may not be reproduced prior to its completion.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

NOTICE TO PROCEED

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

Init.

AIA Document A101™ - 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1980, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created at 11:29:52 MDT on 04/29/2008 under the terms of license number 26001 issued by the American Institute of Architects, and is not for resale. This document is licensed for one time use only and may not be reproduced prior to its completion.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than (420) days from the date of commencement, or as follows: (Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

, subject to adjustments of this Contract Time as provided in the Contract Documents. (Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **Three mil four hun ninty eight thous seven huntwenty Dollars (\$ 3,498,728.70)**, subject to additions and deductions as provided in the Contract Documents. **eight dollars and 70/100**

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the number or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit
------	-----------------------	----------------

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

Init.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the (last) day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the (10th) day of the (next) month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than (10) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);
3. Subtract the aggregate of previous payments made by the Owner; and
4. Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

1. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
2. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Init.

AIA Document A101™ - 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1980, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created at 11:29:52 MDT on 04/29/2008 under the terms of license number 26001 issued by the American Institute of Architects, and is not for resale. This document is licensed for one time use only and may not be reproduced prior to its completion.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows: (Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other (Specify)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

Int.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

§ 8.3 The Owner's representative:
(Name, address and other information)

Nelish Patel
6910 Windchase Drive
Horn Lake, MS 38637

§ 8.4 The Contractor's representative:
(Name, address and other information)

Mike Gilbert
3889 Robertson Rd
Nesbit, MS 38651

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
SEE ATTACHMENT "A"	Owner furnished equipment		

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
---------	-------	------	-------

Init.

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
SEE ATTACHMENT "B"	Drawing List	

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:
1. AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

2. Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

SEE ATTACHMENT "C" Prepaid Owner Cost

SEE ATTACHMENT "B" Geotech Report

SEE ATTACHMENT "B" Payment Account

ARTICLE 10 INSURANCE AND BONDS
The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

This Agreement entered into as of the day and year first written above.


OWNER (Signature)


CONTRACTOR (Signature)

NAGESH PATEL Vice President
(Printed name and title)

Will Nelson Owner
(Printed name and title)

Init.

Best Western Inn & Suites
Horn Lake, Mississippi

ATTACHMENT "A"

Owner will furnish and install all FF&E items to include but not limited to Furniture, Mirrors, Millwork Cabinetry, Bath Accessories, Reservation Equipment, Card Lock, Signage, Security System, Laundry Equipment and Fire Accessories.

Best Western Inn & Suites
Horn Lake, Mississippi

DRAWINGS-ATTACHMENT "B"

NUMBER	TITLE	DATE
C1	Site Plan	04/05/08
C1A	Dumpster	04/05/08
C2	Utility Plan	04/05/08
C3	Grading & Drainage	04/05/08
C3A	Erosion Control	04/05/08
C4	Paving	04/05/08
C5	Landscape	04/05/08
ESP	Electric Site Plan	04/05/08
A0	General Notes	03/26/08
A0.01	Floor Plan	03/26/08
A1.00	1 st Floor Plan	03/26/08
A1.01	2 nd Floor Plan	03/26/08
A1.02	3 rd Floor Plan	03/26/08
A1.03	4 th Floor Plan	03/26/08
A1.04	Roof Plan	03/26/08
A1.05	1 st Ceiling Plan	03/26/08
A1.06	2 nd Ceiling Plan	03/26/08
A1.07	3 rd Ceiling Plan	03/26/08
A1.08	4 th Ceiling Plan	03/26/08
A1.09	1 st Finish Plan	03/26/08
A1.10	2 nd Finish Plan	03/26/08
A1.11	3 rd Finish Plan	03/26/08
A1.12	4 th Finish Plan	03/26/08
A2.00	Elevation	03/26/08
A2.01	Elevation	03/26/08
A2.02	Sections	03/26/08
A2.03	Wall Details	03/26/08
A2.04	Wall Details	03/26/08
A2.05	Wall Details	03/26/08
A2.06	Wall Details	03/26/08
A3.00	Fire Stop Details	03/26/08
A3.01	Core Plan	03/26/08
A3.02	Core Finish Plan	03/26/08
A3.03	Core Furniture Plan	03/26/08
A3.04	Room Plan	03/26/08
A3.05	Room Plan	03/26/08
A4.00	Room Plan	03/26/08
	Pool Plan	03/26/08

Best Western Inn & Suites Drawings (Continues)

NUMBER	TITLE	DATE
A4.01	Front Desk	03/26/08
A4.02	Breakfast Room	03/26/08
A4.03	Millwork	03/26/08
A4.04	Restroom Elevation	03/26/08
A4.05	Suite Elevation	03/26/08
A5.00	Stair Plan	03/26/08
A5.01	Elevator	03/26/08
A5.02	Canopy Detail	03/26/08
A6.00	Door Schedule	03/26/08
A6.01	Jamb Details	03/26/08
A6.02	Finish Schedule	03/26/08
A6.03	Finish Schedule	03/26/08
A7.00	ADA Details	03/26/08
A7.01	ADA Details	03/26/08
A7.02	ADA Details	03/26/08
A7.03	ADA Details	03/26/08
S1	Structural Notes	04/05/08
S2	Foundation Plan	04/05/08
S3	2 nd Floor Framing	04/05/08
S4	3 rd Floor Framing	04/05/08
S5	4 th Floor Framing	04/05/08
S6	Roof Framing	04/05/08
S7	Foundation Detail	04/05/08
S8	Foundation Detail	04/05/08
S9	Framing Detail	04/05/08
S10	Framing Detail	04/05/08
S11	Stair Framing	03/19/08
E1	1 st Floor Electrical	03/19/08
E2	Core Lighting Electrical	03/19/08
E3	Core Power Plan	03/19/08
E4	2 nd Floor Electrical	03/19/08
E5	3 rd Floor Electrical	03/19/08
E6	4 th Floor Electrical	03/19/08
E7	Guest Room Electrical	03/19/08
E8	Guest Room Electrical	03/19/08
E9	Panel Plan	03/19/08
E10	Panel Plan	03/19/08
E11	Riser Diagram	03/19/08
M1	1 st Floor HVAC	03/19/08
M2	2 nd Floor HVAC	03/19/08

Best Western Inn & Suites Drawings (Continues)

NUMBER	TITLE	DATE
M3	3 rd Floor HVAC	03/19/08
M4	4 th Floor HVAC	03/19/08
M5	Exhaust Stacks	03/19/08
P1	1 st Floor Waste & Vent	03/19/08
P2	2 nd Floor Waste & Vent	03/19/08
P3	3 rd Floor Waste & Vent	03/19/08
P4	4 th Floor Waste & Vent	03/19/08
P5	1 st Floor Water	03/19/08
P6	2 nd Floor Water	03/19/08
P7	3 rd Floor Water	03/19/08
P8	4 th Floor Water	03/19/08
P9	Waste & Vent Riser	03/19/08
P10	Water Riser	03/19/08
P11	Roof Drains	03/19/08

Best Western Inn & Suites
Horn Lake, Mississippi

ATTACHMENT "C"
Prepaid Owner Cost

Builder's Risk	4,246.00
Entergy	1,066.79
Topo Study	1,425.00
Geotech Report	2,800.00
Building Permits	7,761.00
Storm Water Fee	300.00
Trailer Office	1,574.52
Supervision	20,510.00
Bond & Insurance	<u>97,000.00</u>
Total	\$136,683.31

Best Western Inn & Suites
Horn Lake, Mississippi

ATTACHMENT "D"
Geotech Report

Geo-tech report from Burns Cooley & Dennis is included in the foundation structure concrete piers.

Best Western Inn & Suites
Horn Lake, Mississippi

ATTACHMENT "E"
Payment Account

The Owner and Contractor shall establish a separate and joint checking account. All progress payments from the lender will be issued jointly all construction payment including but not limited to materials, equipment, subcontractor, misc expenses and fee shall be paid from the joint account.