

Facilities an amount per Room as shown on Schedule A hereto. Subscriber expressly assumes the risk of theft and damage of all kinds to the Reception Facilities by the employees, agents, and guests of Hotel and any other members of the public on the Hotel premises. Company shall have the right to retain all or part of the security deposit as an offset against any financial loss to Company from any damage to the Reception Facilities while on the premises of Hotel under the terms of this Agreement, and Company shall be the sole judge of the extent and amount of any financial loss to Company from any damage to the Reception Facilities while on the Hotel premises under the terms of this Agreement. Any interest or other income from the security deposit shall belong to Company.

7. As a supplement to, and not in lieu of or to the prejudice of, any other remedies under this Agreement and in law and in equity, Subscriber shall pay to Company interest at the rate per annum shown on Schedule A hereto (or if for any reason such rate is unlawful, at the highest lawful contract rate) on all amounts payable by Subscriber to Company which are not paid within thirty (30) days of when such amounts first become due. Interest under this paragraph shall be compounded monthly from the date on which the amounts payable were first due until such amounts payable are paid in full. Furthermore, if Subscriber fails to pay any amount payable under this Agreement within thirty (30) days of when such amount first becomes due, Subscriber shall reimburse Company for any attorney's fees, court costs and other expenses which Company incurs in the collection of any amounts payable to Company, including any accrued interest, under this Agreement.

8. In the event Subscriber intends to change the number of Rooms in a Hotel, Subscriber shall first provide Company with not less than thirty (30) days' prior written notice indicating the number of Rooms to be affected and the effective date of the proposed change. In the event there shall be a change in the number of Rooms in the Hotel, such change with respect to such number shall be considered to be effective on the date on which Rooms become, or are no longer, available for temporary or permanent occupancy, as the case may be. In such event, the Monthly Service Charge shall be increased or decreased as of the effective date of such change in such number of Rooms; provided, however, that there shall be no decrease in the Monthly Service Charge unless Subscriber shall give advance notice to Company within the time limits specified above. Any such adjustment shall be determined by multiplying (i) the Per Room Rate times (ii) the product of (A) the changed number of Rooms ~~times (B) the Discount Factor~~, and multiplying the resulting product times a fraction, the numerator of which shall be the number of days remaining in the month after the effective

*J. J. M.*