Marriott Atlanta Buckhead






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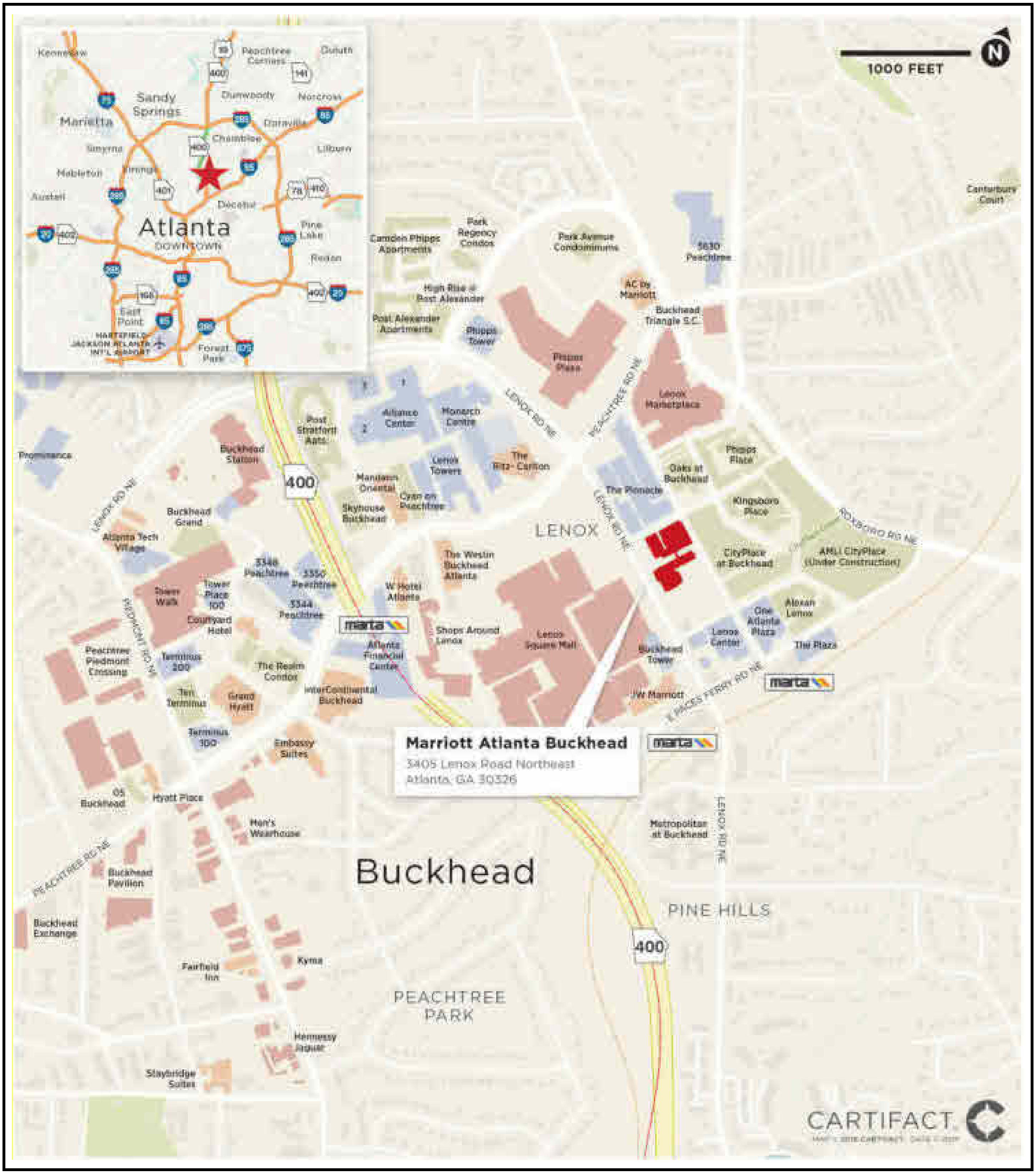

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Mortgage Loan Information	
Mortgage Loan Seller:	JPMCB
Original Principal Balance:	$50,500,000
Cut-off Date Principal Balance:	$50,500,000
% of Pool by IPB:	5.4%
Loan Purpose:	Refinance
Borrower:	PHF II Buckhead LLC
Sponsors:	HRO Funding LLC and Atrium Leveraged Loan Fund, LLC
Interest Rate:	4.30000%
Note Date:	6/24/2016
Maturity Date:	7/1/2026
Interest-only Period:	36 months
Original Term:	120 months
Original Amortization:	360 months
Amortization Type:	IO-Balloon
Call Protection:	L(25),Grtr1%orYM(88),O(7)
Lockbox:	Hard
Additional Debt:	N/A
Additional Debt Balance:	N/A
Additional Debt Type:	N/A

Property Information	
Single Asset / Portfolio:	Single Asset
Title:	Fee
Property Type - Subtype:	Hotel - Full Service
Net Rentable Area (Rooms):	349
Location:	Atlanta, GA
Year Built / Renovated:	1975 / 2008
Occupancy / ADR / RevPAR:	79.7% / $149.05 / $118.73
Occupancy / ADR / RevPAR Date:	4/30/2016
Number of Tenants:	N/A
2013 NOI:	$4,150,038
2014 NOI:	$4,826,230
2015 NOI:	$5,614,309
TTM NOI (as of 4/2016):	$5,886,394
UW Occupancy / ADR / RevPAR:	79.7% / $149.05 / $118.73
UW Revenues:	$24,358,209
UW Expenses:	$18,498,314
UW NOI:	$5,859,895
UW NCF:	$5,859,895
Appraised Value / Per Room:	$78,000,000 / $223,496
Appraisal Date:	4/1/2016

Escrows and Reserves[1]

	Initial	Monthly	Initial Cap
Taxes:	$714,632	$59,553	N/A
Insurance:	$0	Springing	N/A
FF&E:	$0	Springing	N/A
TI/LC:	$0	$0	N/A
Other:	$1,000,000	Springing	N/A

Financial Information	
Cut-off Date Loan / Room:	$144,699
Maturity Date Loan / Room:	$126,085
Cut-off Date LTV:	64.7%
Maturity Date LTV:	56.4%
UW NCF DSCR:	1.95x
UW NOI Debt Yield:	11.6%

Sources and Uses

Sources	Proceeds	% of Total	Uses	Proceeds	% of Total
Mortgage Loan	$50,500,000	99.6%	Payoff Existing Debt	$48,600,000	95.8%
Sponsor Equity	209,352	0.4	Upfront Reserves	1,714,632	3.4
			Closing Costs	394,720	0.8
Total Sources	**$50,709,352**	**100.0%**	**Total Uses**	**$50,709,352**	**100.0%**

(1) For a full description of Escrows and Reserves, please refer to *"Escrows and Reserves"* below.

The Loan. The Marriott Atlanta Buckhead loan has an outstanding principal balance as of the Cut-off Date of $50.5 million and is secured by a first mortgage lien on the fee interest in the 349-room Marriott Atlanta Buckhead. The loan has a 10-year term and subsequent to a three-year interest-only period, will amortize on a 30-year schedule. The property was previously securitized as part of a portfolio in the MSC 2007-XLFA securitization.

The Borrower. The borrowing entity for the Marriott Atlanta Buckhead loan is PHF II Buckhead LLC, a Delaware limited liability company and special purpose entity.

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The Loan Sponsors. The loan sponsors and nonrecourse carve-out guarantors are HRO Funding LLC and Atrium Leveraged Loan Fund, LLC, each a Delaware limited liability company and affiliate of Atrium Holding Company ("Atrium"). Atrium is a hotel and asset management company headquartered in Alpharetta, Georgia. Atrium owns 51 properties representing 13,876 rooms across 26 states and 13 flags including Hilton, Marriott and Renaissance. Ron Brown, the chief executive officer of Atrium, has over 30 years of experience in the hotel industry. Mr. Brown previously served as Chairman and President of Doubletree Hotels Corporation and subsequently as Chief Financial Officer of Starwood Hotels & Resorts from 1995 to 2003.

The property was previously securitized as part of a seven property portfolio in MSC 2007-XFLA. In 2013, the loan sponsor acquired the rake bonds associated with the previous securitization which gave them a control position. The loan sponsor then bought the senior and junior mezzanine debt and subsequently purchased the equity in 2013. Two of the properties in the original seven property portfolio were released prior to Atrium assuming the loan and the remaining four are in the process of being refinanced. The sponsors' cost basis for the property is approximately $47.4 million as of the Cut-off Date.

The Property. Marriott Atlanta Buckhead is a 10-story, 349-room, full service hotel located in Atlanta, Georgia. Built in 1975, the Marriott Atlanta Buckhead property is located in the Buckhead district of Atlanta. The property has 349 rooms including 142 king rooms, 187 double-double rooms, three suites, 13 accessible rooms and four parlor rooms. The hotel features approximately 32,007 square feet of meeting space, a business center, a terrace, a fitness center and an outdoor swimming pool. Of the total meeting space available, approximately 24,000 square feet is International Association of Conference Center ("IACC") certified. In order for a property to have IACC certified meeting space, they must meet the requirements for 10 quality standards categories. According to the appraisal, the IACC certification helps drive a portion of group demand, particularly that of training. As the only hotel in Buckhead with IACC space, many groups looking for these type of facilities will not consider other hotels. There are only two other IACC facilities in the Atlanta area, both of which are located in Peachtree City, which is over 35 miles away. The hotel also offers dining options including Lenox Road Bar & Grill, The Patio on Lenox Road and Starbucks, which together contain 430 seats. Marriott Atlanta Buckhead has a four-story parking garage and surface parking consisting of a total of 425 spaces for a parking ratio of approximately 1.22 spaces per room.

In 2008, the property completed an approximately $45.0 million (approximately $128,940 per room) renovation to convert the hotel from a Sheraton to a Marriott. According to the loan sponsor, there has been approximately $1.4 million ($3,991 per room) in capital expenditures at the property from 2010 to 2015.

The property is located within two blocks of two Simon-owned malls, Lenox Square Mall (approximately 1.5 million square feet) and Phipps Plaza (approximately 830,000 square feet), and within walking distance to the Metropolitan Atlanta Rapid Transit Authority ("MARTA") Buckhead train station. The property is approximately 0.7 miles from Route 400, which runs into Interstate-85 and provides access to Downtown Atlanta and Hartsfield-Jackson Atlanta International Airport, which are located nine miles and 20 miles south of the property, respectively. The property also has direct access to Interstate-285, which encircles Atlanta and provides access throughout the metro area, via Route 400, Interstate-85 or Peachtree Road. The Atlanta central business district is located approximately nine miles south of the property. For 2015, Atlanta was named the busiest airport in the world by Airports Council International, with over 100 million passengers passing through. Atlanta is also home to 13 Fortune 500 company headquarters, including Delta, Coca-Cola, UPS, Home Depot and Southern Company. According to the appraisal, recent development in the Buckhead area includes the 2014 completion of The Shops at Buckhead, a high-end retail development located approximately 1.5 miles from the property that cost a reported $1.0 billion to complete. The Shops at Buckhead, developed by Oliver McMillan, consists of over 800,000 square feet of which approximately 300,000 is retail, 100,000 is office and 400,000 is high-rise residential. As of the end of 2015, Buckhead contained over 16.5 million square feet of office space, helping Marriott Atlanta Buckhead cater to corporate accounts from multinational companies such as AT&T, IBM and Capgemini. According to a third-party data provider, as of 2015, the estimated population within a one- and five-mile radius was 16,958 and 295,900, respectively. The median income within a one- and five-mile radius was $88,913 and $69,742, respectively.

The appraisal identified one hotel currently under construction in the Buckhead area that is not expected to be directly competitive with the property. The 166-room Marriott AC Hotel is a select service hotel with nominal meeting space and is anticipated to open mid-July 2016.

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Historical Occupancy, ADR, RevPAR[1]

	Competitive Set[2]			Marriott Atlanta Buckhead[3]			Penetration Factor[4]		
Year	Occupancy	ADR	RevPAR	Occupancy	ADR	RevPAR	Occupancy	ADR	RevPAR
2013	72.9%	$145.64	$106.12	76.2%	$133.42	$101.71	104.5%	91.6%	95.8%
2014	74.2%	$150.83	$111.86	75.1%	$143.64	$107.94	101.2%	95.2%	96.5%
2015	75.9%	$160.33	$121.72	78.8%	$146.77	$115.66	103.8%	91.5%	95.0%
TTM[5]	77.1%	$163.42	$126.02	79.7%	$149.05	$118.73	103.4%	91.2%	94.2%

(1) Variances between the underwriting, the appraisal and the above table with respect to Occupancy, ADR and RevPAR at the Marriott Atlanta Buckhead property are attributable to variances in reporting methodologies and/or timing differences.
(2) Data provided by a third-party data provider. The competitive set contains the following properties: Doubletree Atlanta Buckhead, Embassy Suites Atlanta Buckhead, JW Marriott Hotel Buckhead Atlanta, Westin Buckhead Atlanta and Courtyard Atlanta Buckhead.
(3) Based on operating statements provided by the borrower.
(4) Penetration Factor is calculated based on data provided by a third-party data provider for the competitive set and borrower-provided operating statements for the property.
(5) TTM represents the trailing 12-month period ending on April 30, 2016.

Competitive Hotels Profile[1]

				2015 Estimated Market Mix		2015 Estimated Operating Statistics		
Property	Rooms	Year Opened	Meeting Space (SF)	Transient[2]	Meeting and Group	Occupancy	ADR	RevPAR
Marriott Atlanta Buckhead[3]	**349**	**1975**	**32,007**	**60%**	**40%**	**78.8%**	**$146.77**	**$115.66**
DoubleTree Atlanta Buckhead	230	1974	7,323	80%	20%	77.0%	$132.00	$101.64
Embassy Suites Atlanta Buckhead	316	1988	2,234	90%	10%	79.0%	$148.00	$116.92
JW Marriott Atlanta Buckhead	371	1988	22,300	60%	40%	77.0%	$185.00	$142.45
The Westin Buckhead Atlanta	365	1991	23,382	65%	35%	73.0%	$177.00	$129.21
Courtyard Atlanta Buckhead	181	1996	1,500	90%	10%	73.0%	$135.00	$98.55
Total[4]	**1,463**							

(1) Based on the appraisal.
(2) Transient consists of Commercial and Leisure.
(3) 2015 Estimated Occupancy, ADR and RevPAR are based on operating statements provided by the borrower.
(4) Excludes the Marriott Atlanta Buckhead property.

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Operating History and Underwritten Net Cash Flow							
	2013	2014	2015	TTM(1)	Underwritten	Per Room(2)	% of Total Revenue(3)
Occupancy	76.2%	75.1%	78.8%	79.7%	79.7%		
ADR	$133.42	$143.64	$146.77	$149.05	$149.05		
RevPAR	$101.71	$107.94	$115.66	$118.73	$118.73		
Room Revenue	$12,956,033	$13,749,316	$14,733,800	$15,166,826	$15,166,826	$43,458	62.3%
Food and Beverage Revenue	6,446,118	6,857,778	7,272,083	7,608,384	7,608,384	21,801	31.2
Other Departmental Revenue	1,282,216	1,266,367	1,515,067	1,582,999	1,582,999	4,536	6.5
Total Revenue	**$20,684,367**	**$21,873,461**	**$23,520,950**	**$24,358,209**	**$24,358,209**	**$69,794**	**100.0%**
Room Expense	$2,968,143	$3,106,384	$3,224,555	$3,456,445	$3,456,445	$9,904	22.8%
Food and Beverage Expense	4,469,331	4,510,059	4,701,598	4,694,911	4,694,911	13,452	61.7
Other Departmental Expenses	691,723	663,032	516,389	508,117	495,288	1,419	31.3
Departmental Expenses	**$8,129,197**	**$8,279,475**	**$8,442,542**	**$8,659,473**	**$8,646,644**	**$24,775**	**35.5%**
Departmental Profit	**$12,555,170**	**$13,593,986**	**$15,078,408**	**$15,698,736**	**$15,711,565**	**$45,019**	**64.5%**
Operating Expenses	**$6,047,353**	**$6,438,350**	**$6,967,525**	**$7,222,700**	**$7,222,700**	**$20,695**	**29.7%**
Gross Operating Profit	**$6,507,817**	**$7,155,636**	**$8,110,883**	**$8,476,036**	**$8,488,865**	**$24,323**	**34.9%**
Management Fees	$413,687	$437,469	$470,419	$487,164	$487,164	$1,396	2.0%
Property Taxes	798,483	617,200	747,795	774,865	788,439	2,259	3.2
Property Insurance	111,390	181,064	102,312	109,702	135,456	388	0.6
FF&E	1,034,218	1,093,673	1,176,047	1,217,910	1,217,910	3,490	5.0
Total Other Expenses	**$2,357,779**	**$2,329,406**	**$2,496,573**	**$2,589,642**	**$2,628,970**	**$7,533**	**10.8%**
Net Operating Income	**$4,150,038**	**$4,826,230**	**$5,614,309**	**$5,886,394**	**$5,859,895**	**$16,791**	**24.1%**
Net Cash Flow	**$4,150,038**	**$4,826,230**	**$5,614,309**	**$5,886,394**	**$5,859,895**	**$16,791**	**24.1%**

(1) TTM represents the trailing 12-month period ending on April 30, 2016.
(2) Per Room values based on 349 guest rooms.
(3) % of Total Revenue for Room Expense, Food and Beverage Expense and Other Departmental Expenses is based on their corresponding revenue line items.

Property Management. The property is managed by Atrium Hospitality LP, a Delaware limited partnership and an affiliate of the loan sponsors.

Franchise Agreement. The property has a franchise agreement with Marriott International, Inc., a Delaware corporation. The current franchise agreement is effective as of December 20, 2007 for a term of approximately 32 years. The franchise agreement provides for a fee of 6.0% of gross room sales, 3.0% of gross food and beverage sales and an agreed upon amount of any meeting package sales. The fees are due on a monthly basis.

Escrows and Reserves. At origination, the borrower deposited into escrow $1,000,000 for other reserves representing an amended and restated declaration of easement and covenants holdback, as described below, and approximately $714,632 for tax reserves.

Tax Escrows - On a monthly basis, the borrower is required to escrow 1/12 of the annual estimated tax payments, which currently equates to $59,553.

Insurance Escrows - The requirement for the borrower to make monthly deposits to the insurance escrow is waived as long as (i) no event of default exists and (ii) the borrower provides satisfactory evidence that the property is insured as part of a blanket policy in accordance with the loan documents.

FF&E Reserves - The requirement for the borrower to make monthly deposits into the FF&E reserves for FF&E or any property improvement plan is waived to the extent the borrower reserves such amounts with the franchisor. To the extent the FF&E monthly deposit is required, the borrower is required to make monthly deposits in the amount equal to the greater of (i) all amounts required to be deposited under the franchise agreement or management agreement (without duplication) and (ii) 4.0% of the gross income from operations from the property for the calendar month occurring two calendar months prior to such payment date for FF&E. In lieu of the full amount required to be deposited in the reserve, the borrower is permitted to deliver a letter of credit in the amount not less than the aggregate amount required to be deposited at any time.

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Other Reserves - At origination, the borrower was required to reserve $1,000,000 from the loan proceeds (the "REA Holdback") in connection with a pending arbitration involving a declaration of easement and restrictive covenants that provides an adjacent property owner with an easement over the mortgaged property. The parties are currently negotiating an amended and restated declaration of easement and covenants (the "REA"), and the borrower is required to use commercially reasonable efforts to enter into and record the REA by September 15, 2016, and to subsequently cause the related arbitration to be dismissed. The lender will release the REA Holdback if (i) the REA has been executed and recorded and the arbitration has been dismissed or (ii) a new pool has been constructed at the property. Please see "*Description of the Mortgage Pool—Litigation and Other Considerations"* in the Prospectus for additional detail.

Lockbox / Cash Management. The loan is structured with a hard lockbox and in-place cash management. At origination, the borrower was required to deliver written instructions to credit card companies to deposit all revenues into a lockbox account controlled by the lender. In addition, the borrower and property manager are required to deposit all revenue received into the lockbox account at least two times per week. All funds in the lockbox account are swept on each business day to a segregated cash management account under the control of the lender and disbursed in accordance with the loan documents. *To the extent* there is a Cash Sweep Event (as defined below) continuing, all excess cash flow after payment of debt service, hotel taxes and custodial funds, required reserves and operating expenses, will be held in the excess cash flow subaccount as additional collateral for the loan. Notwithstanding the foregoing sentence, during a Cash Sweep Event caused solely by a DSCR Trigger Event (as defined below) and/or a bankruptcy or insolvency action of an unaffiliated property manager and so long as no other Cash Sweep Event has occurred and is continuing, upon written request of the borrower, the lender is required to disburse funds from the excess cash flow subaccount not more than once monthly for (i) payment of any operating expenses (after application of amounts (if any) then on deposit in the reserve funds designated for such purposes) or any extraordinary expenses approved by the lender, (ii) emergency repairs and/or life safety issues, (iii) replacements, FF&E and any property improvement plan (after application of amounts then on deposit in the reserve funds designated for such purposes), (iv) hotel taxes and custodial funds, (v) any voluntary prepayment in accordance with the loan documents, (vi) legal fees (in certain circumstances), audit, accounting and tax expenses arising in connection with the property, (vii) costs of restoration after a casualty in excess of available proceeds, (viii) monthly debt service or other fees, (ix) leasing costs, (x) payment of shortfalls in the required deposits into the reserve funds, and (xi) distributions for income taxes then due and payable by any direct or indirect owner of the borrower (provided that (A) the lender receives reasonably acceptable evidence setting forth the amounts of the income taxes then due and payable and (B) such payment does not exceed $25,000, in the aggregate, during any calendar quarter). The lender has a first priority security interest in the cash management account.

Notwithstanding the foregoing, upon a Cash Sweep Event triggered solely by an event of default or any bankruptcy or insolvency action of the borrower, all funds on deposit in the cash management account are required to be applied as follows: (i) if no Priority Payment Cessation Event has occurred, (A) first, to pay any hotel taxes and custodial funds then due and payable, (B) second, to pay for any operating expenses set forth in the approved annual budget (*provided* that no receiver has been appointed for the property, there is no bankruptcy or insolvency action of the borrower or property manager and there is no event of default relating to fraud or manager negligence), and (C) finally, to the excess cash flow subaccount; and (ii) if Priority Payment Cessation Event has occurred, all funds are required to be deposited into the excess cash flow subaccount after payment of any hotel taxes and custodial funds then due and payable.

"Priority Payment Cessation Event" means (a) the conclusion of judicial or non-judicial foreclosure proceedings relating to all or a material portion of the property, so long as no bankruptcy or insolvency action of the borrower or its single purpose entity principal has occurred and (b) the satisfaction or other termination of the mortgage loan.

A "Cash Sweep Event" means (i) the occurrence of an event of default, (ii) the bankruptcy of the borrower, its principal or the property manager or (iii) the debt service coverage ratio (as calculated in the loan documents) based on the trailing 12-month period falls below 1.35x (a "DSCR Trigger Event").

A Cash Sweep Event will be cured if (a) with respect to clause (i) above, the lender accepts a cure of such event of default, (b) with respect to the bankruptcy or insolvency action of the property manager in clause (ii) above, the property manager is replaced with a qualified property manager under a replacement management agreement within 90 days or, solely with respect to an involuntary bankruptcy or insolvency action of the manager, such involuntary bankruptcy or insolvency is discharged or dismissed within 90 days and (c) with respect to clause (iii) above, the debt service coverage ratio is 1.35x or greater for two consecutive quarters based on the trailing 12-month period. The borrower may not cure a Cash Sweep Event to the extent there is an event of default under the loan documents (other than an event of default which gave rise to a Cash Sweep Event and which is being cured), and the borrower is required to pay for the lender's recoverable expenses incurred in connection with a cure.

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Key Money Financing. The borrower entered into an agreement with the franchisor to receive $2.0 million for renovations to the property, which were completed in 2009. There is no obligation to repay this amount unless the franchise agreement is terminated prior to its stated expiration date, and the borrower's obligations to repay these funds, if any, are unsecured. If the franchise agreement is terminated prior to the expiration date, the borrower is required to pay an amount equal to $5,555 (which represents $2,000,000 amortized without interest on a straight-line, monthly basis over the term of the franchise agreement) times the number of full months remaining until the expiration date. The loan documents include a nonrecourse carve-out against the borrower and guarantors for any losses associated with this financing.