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Haynes and Boone, L.L.P.  
901 Main Street, Suite 3100  
Dallas, Texas 75202-3789  
Attention: Ann M. Saegert

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JUNIOR  
MULTISTATE ASSIGNMENT OF LEASES AND RENTS  
(Omaha, Nebraska)

THIS JUNIOR MULTISTATE ASSIGNMENT OF LEASES AND RENTS (the "Assignment") is made as of July 2, 1996, by EPT OMAHA LIMITED PARTNERSHIP, a Delaware limited partnership ("Assignor"), whose address is c/o Promus Hotel Corporation, 755 Crossover Lane, Memphis, Tennessee 38117-4900 and c/o GE Investments, 3003 Summer Street, Stamford, Connecticut 06904-7900, Attention: Vice President - Alternative Investments, to CREDIT LYONNAIS NEW YORK BRANCH, a duly licensed branch under the laws of the State of New York of a foreign banking corporation organized under the laws of the Republic of France, whose address is Credit Lyonnais Building, 1301 Avenue of the Americas, New York, New York 10019, Attention: Rodrick D. Rohrbach, Hotel Finance Group, as agent for itself and the other "Lenders," as such term is defined in the Loan Agreement described below ("Assignee"). For purposes hereof, the term "Agent" means Credit Lyonnais New York Branch, as agent, and its successors under the Loan Agreement.

W I T N E S S E T H:

WHEREAS, contemporaneously and of even date herewith, Assignor, the other limited partnerships constituting the Borrower (herein so called) described therein, Agent and the Lenders have entered into that certain California Loan Agreement (herein referred to, as it may from time to time be amended, supplemented or restated, as the "Loan Agreement"), and Assignor has executed and delivered that certain Junior Deed of Trust, Security Agreement, Financing Statement and Assignment of Rental (the "Mortgage") in favor of Chicago Title Insurance Company, Trustee, for the benefit of Assignee, covering certain real property in Douglas County,

Nebraska, more fully described in Exhibit A attached hereto and incorporated herein by reference (the "Land"), along with the related and appurtenant improvements, fixtures and personal property, and related rights and interests as described therein (collectively, the "Mortgaged Properties"); and

WHEREAS, each capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Loan Agreement; and

WHEREAS, the Mortgaged Properties are and, from time to time, may be leased, in whole or in part, to certain third parties; and

NOW, THEREFORE, for and in consideration of the Loan made to Assignor by Assignee and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

#### ARTICLE I: ASSIGNMENT

1.1 Assignor does hereby absolutely and unconditionally grant, transfer, and assign unto Assignee, and grants a security interest to Assignee in, the following:

A. All present, future and after-arising ground leases, space leases, subleases or other agreements or arrangements, whether written or oral, and all agreements for the use, occupancy or management of any portion of the Mortgaged Properties, together with any and all extensions or renewals of said leases and agreements and any and all future leases or agreements upon or covering the use or occupancy of all or any part of the Mortgaged Properties, all such leases, agreements, subleases, and tenancies, whether now or in the future existing, being hereinafter collectively referred to as the "Leases";

B. Any and all guaranties of performance by lessees under any of the Leases; and

C. The immediate and continuing right to collect and receive all of the present, future and after-arising rents, royalties, bonuses, income, receipts, revenues, issues, accounts, accounts receivable and other receivables, profits and other benefits derived from the Mortgaged Properties or any part thereof, or the occupation, use or enjoyment of the Mortgaged Properties, or any part thereof, or from any Lease, and including, but not limited to, revenues, receipts, income, receivables and accounts relating to or arising from rentals, rent equivalent income, income and profits from guest rooms, meeting rooms, food and beverage facilities, vending machines, telephone and television systems, guest laundry, the provision or sale of other goods and services, and

any other items of revenue, receipts or other income as identified in the Uniform System of Accounts for Hotels, 8th Edition, International Association of Hospitality Accountants (1986), as from time to time amended, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, premiums payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering the loss of rent resulting from untenability caused by destruction or damage of the Mortgaged Properties, together with any and all rights and claims of any kind which Assignor may have against any lessee under the Leases or against any subtenants or occupants of the Mortgaged Properties, all such monies, rights and claims in this paragraph described being hereinafter referred to as the "Rents."

1.2

A. Until the occurrence of an Event of Default, Assignor shall have a license to collect Rents directly from each lessee, sublessee, tenant or other person having the right to occupy, use, or manage the Mortgaged Properties, or any part thereof under the Leases (being hereinafter collectively referred to as the "Lessees"), provided, however, that Assignor shall not receive from any Lessee more than one (1) month's rental (but excluding security deposits) in advance of the accrual of such rental, and the Lessees may pay Rents directly to Assignor, but Assignor covenants to hold the Rents in trust, to be applied, and Assignor covenants to apply the Rents, as provided in the Loan Agreement.

B. 1. Upon the occurrence of an Event of Default, the license referred to in Section 1.2.A shall automatically terminate, and Assignor is directed to pay directly to Assignee all Rents thereafter accruing. Rents so received by Assignee shall be applied by Assignee, at its option, in any order determined by Assignee, in its sole and unreviewable discretion, notwithstanding any instructions, directions or requests from Assignor to the contrary, to (a) the payment and performance of the Note and the remaining Obligation and/or (b) expenses of and charges with respect to the ownership, maintenance and operation of the Mortgaged Properties (and including, at Assignee's option, the maintenance, without interest thereon, of a reserve for replacement).

2. Upon receipt by any manager of the Mortgaged Properties and/or any Lessee from Assignee of notice of the occurrence of an Event of Default and that Rents shall be paid directly to Assignee, such manager and/or any Lessee that receives notice of the occurrence of an Event of Default are hereby authorized and directed to pay directly to Assignee all Rents thereafter accruing, and the receipt of Rents by

Assignee shall be a release of each Lessee to the extent of all amounts so paid. Rents so received by Assignee shall be applied by Assignee, at its option, in any order determined by Assignee, in its sole and unreviewable discretion, notwithstanding any instructions, directions or requests from Assignor or any Lessee to the contrary, to (a) the payment and performance of the Notes and the remaining Obligation, and/or (b) expenses of and charges with respect to the ownership, maintenance and operation of the Mortgaged Properties (and including, at Assignee's option, the maintenance, without interest thereon, of a reserve for replacement).

1.3 Assignor consents to Assignee's collection and application of Rents as provided in Section 1.2.B. Assignor shall not challenge or interfere with Assignee's collection and application of Rents as provided in Section 1.2.B.

## ARTICLE II: ASSIGNEE'S RIGHTS

2.1 Upon or at any time after the occurrence and during the continuance of an Event of Default, Assignee, at its option, without notice and without regard to the adequacy of any security for the Obligation, shall have the right, power, and authority, at its option, to exercise and enforce any or all of the following rights and remedies:

A. To require that the manager of the Mortgaged Properties and/or Lessees pay Rents to Assignee by giving notice as provided in Section 1.2.B., and, without taking possession, in Assignee's own name, to demand, collect, receive, sue for, attach, and levy upon the Rents, to give proper receipts, releases, and acquittances therefor and, after deducting all necessary and reasonable expenses of collection, including reasonable attorneys' fees, to apply the net proceeds thereof, together with any funds of Assignor deposited with Assignee, as provided in Section 1.2.B.;

B. To exercise all of the rights and remedies provided for in the Mortgage, the Loan Agreement, this Assignment, or any other Loan Document;

C. Without regard to the adequacy of the Rents, with or without any action or proceeding, through any person or by any agent, or by the trustee(s) designated in the Mortgage, or by a receiver to be appointed by court, and irrespective of Assignor's possession, to enter upon, take possession of, manage, and operate the Mortgaged Properties, or any part thereof, to make, modify, enforce, cancel, or accept the surrender of any Lease, to remove and evict any Lessee in default under its Lease, to increase or reduce Rents, to decorate, to clean, and to make repairs, and to otherwise do any act or incur any costs or

expenses that Assignee shall deem proper to collect the Rents assigned hereunder, as fully and to the same extent as Assignor could do if in possession, and in such event to apply any funds so collected to (i) the operation and management of the Mortgaged Properties, but in such order as Assignee shall deem proper, including payment of management, brokerage, and attorneys' fees, (ii) the payment of the Obligation (as Assignee may in its sole discretion determine); and (iii) the maintenance, without interest thereon, of a reserve for replacement.

2.2 Neither the collection of the Rents and application thereof, nor the entry upon and taking possession of the Mortgaged Properties as contemplated in this Article shall cure or waive any default, waive, modify, or affect any notice of default given by Assignee to Assignor in accordance with the terms of this Assignment, the Loan Agreement or any other Loan Document, or invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by Assignee, once exercised, shall continue for so long as Assignee shall elect, notwithstanding that its collection of the Rents may have cured for a time the original Event of Default. If, after exercising rights under this Article, Assignee shall thereafter elect to discontinue the exercise of such right or remedy, the same or any other right or remedy under this Article may be reasserted at any time and from time to time following any subsequent Event of Default.

2.3 None of the rights or remedies of the Assignee under any of the Loan Documents shall be delayed or in any way prejudiced by virtue of this Assignment, and this Assignment is intended to be cumulative of and in addition to all other rights and remedies granted to the Assignee.

### ARTICLE III: MISCELLANEOUS

3.1 Notwithstanding any provision in this Assignment to the contrary, upon full payment and satisfaction of the Obligation, this Assignment shall terminate and all Rents shall be paid to Assignor. Assignee agrees that it will enter into such documents as may be reasonably requested by Assignor to confirm such termination. Written demand made by Assignee delivered to the manager of the Mortgaged Properties and/or any Lessee for payment of Rents by reason of the occurrence of any Event of Default claimed by Assignee shall be sufficient evidence of each such manager's and such Lessee's obligation and authority to make all future payments of Rents to Assignee without the necessity for further consent by the Assignor. Assignor hereby indemnifies and agrees to hold each such manager and Lessee free and harmless from and against all liability, loss, cost, damage or expense suffered or incurred by such manager or Lessee by reason of its compliance with any demand for payment of Rents made by the Assignee contemplated by the preceding sentence.

3.2 If Assignee receives any Rents as provided in this Assignment, then the provisions of Section 5.17 of the Mortgage shall apply to the Rents received by Assignee.

3.3 The Assignee shall not be liable for any loss sustained by the Assignor resulting from the Assignee's failure to let the Mortgaged Properties after the occurrence of an Event of Default, or from any other act or omission of the Assignee in managing the Mortgaged Properties after the occurrence of an Event of Default, unless such loss is caused by the willful misconduct, gross negligence, or bad faith of the Assignee. Nor shall the Assignee be obligated to perform or discharge nor does the Assignee hereby undertake to perform or discharge any obligation, duty, or liability under the Leases or under or by reason of this Assignment and the Assignor shall, and does hereby agree to, indemnify the Assignee for, and to hold the Assignee harmless from, any and all liability, loss, or damage which may or might be incurred under the Leases or under or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against the Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in the Leases, except for the willful misconduct, gross negligence, or bad faith of Assignee. Should the Assignee incur any such liability under the Leases or under or by reason of this Assignment or in defense of any such claims or demands, the amount thereof, including reasonable costs, expenses, and attorneys' fees and expenses shall constitute a portion of the Obligation. And it is further understood that this Assignment shall not operate to place responsibility for the control, care, management, or repair of the Mortgaged Properties upon the Assignee, nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make the Assignee responsible or liable for any waste committed on the Mortgaged Properties by the Lessees or any other parties, or for any dangerous or defective condition of the Mortgaged Properties, or for any negligence (except for gross negligence, willful misconduct or bad faith of Assignee) in the management, upkeep, repair, or control of the Mortgaged Properties resulting in loss, injury, or death to any lessee, licensee, employee, or stranger. ASSIGNOR ACKNOWLEDGES AND CONFIRMS THAT ITS OBLIGATIONS AND INDEMNITIES UNDER THIS SECTION 3.3 INCLUDE ANY CLAIMS RESULTING FROM THE NEGLIGENCE OR ALLEGED NEGLIGENCE OF ASSIGNEE, BUT SHALL NOT INCLUDE CLAIMS RESULTING FROM THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR BAD FAITH OF ASSIGNEE.

3.4 Assignee shall not be liable for Assignee's failure to collect, or its failure to exercise diligence in the collection of, Rents, but shall be accountable only for Rents that it shall actually receive.

3.5 As between Assignee and Assignor and any person claiming through or under Assignor, this Assignment is intended to be absolute, unconditional and presently

effective, and the provisions of Sections 1.2.B. and 2.1.A. regarding notice of default by Assignee to the manager of the Mortgaged Properties and/or Lessees are intended solely for the benefit of such Persons and shall never inure to the benefit of Assignor or any person claiming through or under Assignor, other than a manager or Lessee who has not received a notice of default.

3.6 The Assignee shall never have an obligation to institute legal proceedings of any kind whatsoever to enforce the provisions of this Assignment regarding collecting Rents.

3.7 The creation, perfection, validity and enforcement of Assignee's rights, title and interests hereunder with respect to the Leases and the Rents shall be construed, enforced, and governed by and in accordance with the laws of the State of Nebraska without regard to principles of conflicts of laws, and the internal laws of the State of New York (without regard to principles of conflicts of laws) shall otherwise govern this Assignment and the transactions to which this Assignment relates, including the resolution of issues arising under the other Loan Documents (except as expressly provided to the contrary with respect to the Mortgage and the Assignment of Operating Accounts) to the extent that such resolution is necessary for the interpretation of this Assignment.

3.8 This Assignment and the other Loan Documents embody the entire agreement between the parties and supersede all prior agreements and understandings. No provision of this Assignment may be modified, waived or terminated except by an instrument in writing executed by the party against whom a modification, waiver or termination is sought to be enforced.

3.9 Any suit, action or proceeding against Assignor with respect to this Assignment or any other Loan Document or any judgment entered by any court in respect thereof, may be brought in the courts of New York City, State of New York, or in the United States Courts located in the Borough of Manhattan in New York City as Agent in its sole discretion may elect, and Assignor hereby submits to the non-exclusive jurisdiction of such courts for the purpose of any such suit, action or proceeding. Assignor hereby agrees that service of all writs, process and summonses in any such suit, action or proceeding brought in the State of New York may be brought upon its process agent appointed below, and Assignor hereby irrevocably appoints Corporation Service Company, 500 Central Avenue, Albany, New York 12206-2290, its process agent, as its true and lawful attorney-in-fact in the name, place and stead of Assignor to accept such service of any and all such writs, process and summonses. Assignor hereby irrevocably consents to the service of process in any suit, action or proceeding in said court by the mailing thereof by Agent by registered or certified mail, postage prepaid, to Assignor's address set forth in the Loan Agreement. Assignor hereby irrevocably waives any objections which it may now or hereafter have to the laying

of venue of any suit, action or proceeding arising out of or relating to this Assignment or any other Loan Document brought in the courts located in the State of New York, Borough of Manhattan in New York City, and hereby further irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. **ASSIGNOR HEREBY WAIVES TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING BROUGHT IN CONNECTION WITH THIS ASSIGNMENT OR ANY OF THE OTHER LOAN DOCUMENTS, WHICH WAIVER IS INFORMED AND VOLUNTARY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ASSIGNOR HEREBY WAIVES ANY AND ALL RIGHTS TO REQUIRE MARSHALING OF ASSETS BY AGENT, LENDERS AND ASSIGNEE WITH RESPECT TO THEIR RIGHTS HEREUNDER.**

3.10 Except for the obligations of Promus under the Agreement Confirming Recourse Liabilities, the Manager's Estoppel Agreements, and the Franchisor's Estoppel Agreements signed by Promus, no Partner and no officer, director, shareholder or employee of any Partner shall have any personal or corporate liability for payment or performance of the Obligation. The foregoing shall not impair (a) the validity of the Loan or the Obligation or the joint and several liability of Borrowers for the payment and performance of the Obligation, or (b) the right of any holder of any Note or any other Loan Document to exercise any or all of its rights thereunder against Borrowers or the Property.

3.11 This Assignment is subject and subordinate in all respects to the terms, covenants and conditions of that certain Multistate Assignment of Leases and Rents of even date herewith, covering the Mortgaged Properties, executed by Assignor to and for the benefit of Assignee, as the same may, from time to time, be amended, renewed, extended or modified.



IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

**ASSIGNOR:**

EPT OMAHA LIMITED PARTNERSHIP,  
a Delaware limited partnership

By: SUITE LIFE, INC.,  
a Delaware corporation,  
a general partner

By: Carol G. Champion  
Carol G. Champion,  
Assistant Treasurer

IMPRINTED CORPORATE SEAL  
REGISTER OF DEEDS

By: ONEPT REALTY CORPORATION,  
a Delaware corporation,  
a general partner

By: Stephen J. Levanti  
Stephen J. Levanti,  
Vice President

IMPRINTED CORPORATE SEAL  
REGISTER OF DEEDS

D-0322861.04

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

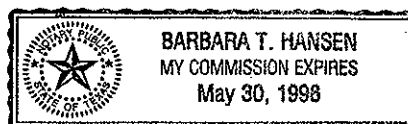
This instrument was acknowledged before me on the 2nd day of July, 1996, by Carol G. Champion, Assistant Treasurer of Suite Life, Inc., a Delaware corporation, on behalf of the corporation, as a general partner on behalf of EPT Omaha Limited Partnership, a Delaware limited partnership.

Barbara T. Hansen

Notary Public Signature

My commission expires:

\_\_\_\_\_  
(PERSONALIZED SEAL)



STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

This instrument was acknowledged before me on the 2nd day of July, 1996, by Stephen J. Levanti, Vice President of ONEPT Realty Corporation, a Delaware corporation, on behalf of the corporation, as a general partner on behalf of EPT Omaha Limited Partnership, a Delaware limited partnership.



Sharon Brooks

Notary Public Signature

My commission expires:

\_\_\_\_\_  
(PERSONALIZED SEAL)

Exhibit A - Legal Description of Land

D-0322861.04

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

**Metes and Bounds Description**

PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 26, TOGETHER WITH PART OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 26, ALL IN T15N, R12E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING: AT THE NE CORNER OF THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 26;

THENCE: N89° 48' 45"W (ASSUMING THE EAST LINE OF SAID NE 1/4 TO BEAR NORTH - SOUTH) 278.00 FEET ON THE NORTH LINE OF SAID NE 1/4 TO THE POINT OF BEGINNING;

THENCE: SOUTH 320.62' ON A LINE 278.00' WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NE 1/4;

THENCE: N89° 48' 45"W 15.00';

THENCE: S00° 11' 15"W 115.11' TO THE NORTH LINE OF CEDAR STREET;

THENCE: WEST 360.13' ON THE NORTH LINE OF CEDAR STREET AND ITS WESTERLY EXTENSION;

THENCE: N00° 20' 15"E 436.91' TO THE NORTH LINE OF SAID NE 1/4;

THENCE: S89° 48' 45"E 242.95' ON THE NORTH LINE OF SAID NE 1/4;

THENCE: N00° 11' 15"E 1.00';

THENCE: S89° 48' 45"E 129.98' ON A LINE 1.00' NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NE 1/4;

THENCE: S00° 11' 15"W 1.00' TO THE POINT OF BEGINNING.

D-0322861.04