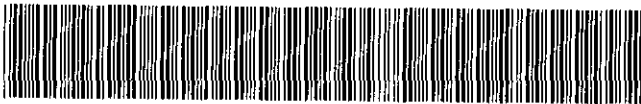




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## ASSIGNMENT OF RENTS, LEASES AND INCOME

This Assignment of Rents, Leases and Income (this "**Agreement**") is executed as of July 27, 2007 by **OMAHA HOSPITALITY, LLC**, a Delaware limited liability company, whose address for notice is 5847 San Felipe, Suite 4650, Houston, Texas 77057, Attention: Mohamed Thowfeek ("**Borrower**"), to **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, whose address for notice is c/o GE Capital Realty Group, Inc., 1000 Windward Concourse, Suite 400, Alpharetta, Georgia 30005, Attention: Asset Manager/Doubletree Suites Omaha ("**Lender**").

### **AGREEMENT:**

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender agree as follows:

1. **Absolute Assignment.** Borrower unconditionally and absolutely assigns to Lender all of Borrower's right, title and interest in and to: (a) all leases, subleases, occupancy agreements, licenses, usufructs, rental contracts and other agreements now or hereafter existing relating to the use or occupancy of the project located on the real property described in Exhibit A hereto (the "**Property**"), together with all guarantees, modifications, extensions and renewals thereof (collectively, the "**Leases**"); and (b) all rents, issues, profits, income and proceeds due or to become due from tenants of the Property, including rentals and all other payments of any kind under the Leases, together with all deposits (including security deposits) of tenants thereunder (collectively, the "**Rents**"), and all other revenues, receipts, income, accounts and other receivables arising under, out of, in connection with or related to the Property and including, without limitation, revenues, receipts, income, receivables and accounts relating to or arising from rentals, rent equivalent income, income and profit from the use or occupancy of guest rooms, meeting rooms, food and beverage facilities, other public facilities, vending machines, telephone and television systems, guest laundry, sundry shop, gift shop, pool, golf course and exercise facilities, the provision or sale of food, beverages or other goods and services, and any other items of revenue, receipts or other income as identified in the Uniform System of Accounts for Hotels published by the International Association of Hospitality Accounts as revised from time to time, and all rights to payment from any consumer credit charge card organization or entity such as or similar to the organizations or entities that sponsor and administer the American Express, Visa and MasterCard cards (collectively, "**Income**"), it being the intention of this Agreement that Lender shall have a continuing security interest in the Rents and Income pursuant to 11 U.S.C. Section 552(b) after the commencement of any proceeding under the Bankruptcy Code involving Borrower. This Agreement is an absolute assignment to Lender and not an assignment as security for the performance of the obligations under the Loan Documents (defined below), or any other indebtedness.

2. **Rights of Lender.** Subject to the provisions of Section 6 below, Lender shall have the right, power and authority to: (a) notify any person that the Leases and Income have been assigned to Lender and that all Rents and Income are to be paid directly to Lender, whether or not Lender has commenced or completed foreclosure or taken possession of the Property;

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(b) settle, compromise, release, extend the time of payment of, and make allowances, adjustments and discounts of any Rents, Income or other obligations under the Leases; (c) enforce payment of Rents, Income and other rights under the Leases, prosecute any action or proceeding, and defend against any claim with respect to Rents, Leases and Income; (d) enter upon, take possession of and operate the Property; (e) lease all or any part of the Property; and/or (f) perform any and all obligations of Borrower under the Leases and exercise any and all rights of Borrower therein contained to the full extent of Borrower's rights and obligations thereunder, with or without the bringing of any action or the appointment of a receiver. At Lender's request, Borrower shall deliver a copy of this Agreement to each tenant under a Lease and to each manager and managing agent or operator of the Property. Borrower irrevocably directs any tenant, manager, managing agent, or operator of the Property, without any requirement for notice to or consent by Borrower, to comply with all demands of Lender under this Agreement and to turn over to Lender on demand all Rents and Income which it receives.

3. **No Obligation.** Notwithstanding Lender's rights hereunder, Lender shall not be obligated to perform, and Lender does not undertake to perform, any obligation, duty or liability with respect to the Leases, Income, Rents or Property on account of this Agreement. Lender shall have no responsibility on account of this Agreement for the control, care, maintenance or repair of the Property, for any waste committed on the Property, for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property.

4. **Right to Apply Rents and Income.** Subject to the provisions of Section 6, Lender shall have the right, but not the obligation, to use and apply any Rents and Income received hereunder in such order and such manner as Lender may determine for:

(a) **Enforcement or Defense.** The payment of costs and expenses of enforcing or defending the terms of this Agreement or the rights of Lender hereunder, and collecting any Rents and Income;

(b) **Loan Payments.** Interest, principal or other amounts payable pursuant to (1) the Loan Agreement of even date between Lender and Borrower (the "**Loan Agreement**"); (2) the Promissory Note of even date herewith in the stated principal amount of \$11,500,000.00, executed by Borrower, bearing interest and being payable to the order of Lender (the "**Note**"); (3) the Deed of Trust, Security Agreement and Fixture Filing, of even date, executed by Borrower for the benefit of Lender and relating to the Property (the "**Mortgage**"); (4) all other documents and instruments evidencing, governing and securing the loan evidenced by the Note (the "**Loan**"); and (5) any and all modifications, amendments or extensions thereof or replacements or substitutions therefor (the Loan Agreement, the Note, the Mortgage, such other documents and instruments, and such modifications, amendments, extensions, replacements, and substitutions thereof being herein collectively called the "**Loan Documents**"); and

(c) **Operating Expenses.** Payment of costs and expenses of the operation and maintenance of the Property, including (1) rentals and other charges payable by Borrower under any ground lease or other agreement affecting the Property; (2) electricity,

telephone, water and other utility costs, taxes, assessments, water charges and sewer rents and other utility and governmental charges levied, assessed or imposed against the Property; (3) insurance premiums; (4) costs and expenses with respect to any litigation affecting the Property, the Leases, the Rents or the Income; (5) wages and salaries of employees, commissions of agents and attorneys' fees and expenses; and (6) all other carrying costs, fees, charges, reserves, and expenses whatsoever relating to the Property.

After the payment of all such costs and expenses and after Lender has established such reserves as it, in its sole discretion, deems necessary for the proper management of the Property, Lender shall apply all remaining Rents and Income received by it to the reduction of the Loan.

5. **No Waiver.** The exercise or nonexercise by Lender of the rights granted in this Agreement or the collection and application of Rents and Income by Lender or its agent shall not be a waiver of any default by Borrower under this Agreement or any other Loan Document. No action or failure to act by Lender with respect to any obligations of Borrower under the Loan Documents, or any security or guaranty given for the payment or performance thereof, shall in any manner affect, impair or prejudice any of Lender's rights and privileges under this Agreement, or discharge, release or modify any of Borrower's duties or obligations hereunder.

6. **Revocable License.** Notwithstanding that this Agreement is an absolute assignment of the Rents, Leases and Income and not merely the collateral assignment of, or the grant of a lien or security interest in the Rents, Leases and Income, Lender grants to Borrower a revocable license to collect and receive the Rents and Income and to retain, use and enjoy such Rents and Income. During any Period in which an Event of Default (as defined in the Loan Agreement) exists, such license may be revoked by Lender, without notice to or demand upon Borrower, and Lender immediately shall be entitled to receive and apply all Rents and Income, whether or not Lender enters upon and takes control of the Property. Prior to such revocation, Borrower shall apply any Rents and Income which it receives to the payment of debt service on the Note and other payments due under the Loan Agreement, taxes, assessments, water charges, sewer rents and other governmental charges levied, assessed or imposed against the Property, insurance premiums, operation and maintenance charges relating to the Property, and other obligations of lessor under the Leases before using such proceeds for any other purpose.

7. **Term.** This Agreement shall continue in full force and effect until (a) all amounts due under the Loan Documents are paid in full, and (b) all other obligations of Borrower under the Loan Documents are fully satisfied.

8. **Appointment.** Borrower irrevocably appoints Lender its true and lawful attorney in fact, which appointment is coupled with an interest, to execute any or all of the rights or powers described herein with the same force and effect as if executed by Borrower, and Borrower ratifies and confirms any and all acts done or omitted to be done by Lender, its agents, servants, employees or attorneys in, to or about the Property.

9. **Liability of Lender.** Lender shall not in any way be liable to Borrower for any action or inaction of Lender, its employees or agents under this Agreement.

10. **Indemnification.** Borrower shall indemnify, defend and hold harmless Lender from and against all liability, loss, damage, cost or expense which it may incur under this Agreement or under any of the Leases, including any claim against Lender by reason of any alleged obligation, undertaking, action, or inaction on its part to perform or discharge any terms, covenants or conditions of the Leases or with respect to Rents or Income, and including attorneys' fees and expenses, including those arising from the joint, concurrent, or comparative negligence of Lender; however, Borrower shall not be liable under such indemnification to the extent such liability, loss, damage, cost or expense results solely from Lender's gross negligence or willful misconduct. Any amount covered by this indemnity shall be payable on demand, and shall bear interest from the date of demand until the same is paid by Borrower to Lender at a rate equal to the Default Rate (as defined in the Loan Agreement).

11. **Modification.** This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of such change is sought.

12. **Successors and Assigns.** This Agreement shall inure to the benefit of Lender and its successors and assigns and shall be binding on Borrower and its successors and assigns.

13. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Nebraska.

14. **Conflict.** If any conflict or inconsistency exists between the absolute assignment of the Rents, Leases and Income in this Agreement and the assignment of the Rents, Leases and Income as security in the Mortgage, the terms of this Agreement shall control.

15. **Counterparts.** This Agreement may be executed and recorded in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

16. **Limitation on Liability.** Borrower's liability hereunder is subject to the limitation on liability provisions of Article 13 of the Loan Agreement.

*[Signature Page Follows]*

Executed as of the date first written above.

OMAHA HOSPITALITY, LLC, a Delaware  
limited liability company

By: [Signature]  
Name: MOHAMED THOWFEEK  
Title: Authorized Representative

ACKNOWLEDGEMENT

STATE OF TEXAS )  
 ) SS:  
COUNTY OF HARRIS )

On this 25TH day of July, 2007, before me personally appeared MOHAMED THOWFEEK, to me known to be the Authorized Representative of OMAHA HOSPITALITY, LLC, a Delaware limited liability company, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that (s)he was authorized to execute said instrument on behalf of said limited liability company.

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



MARI E. ANGELO  
Notary Public, State of Texas  
My Commission Expires  
APRIL 9 2009

Signature: [Signature]  
Printed Name: MARI E. ANGELO

NOTARY PUBLIC in and for the State of TEXAS

My appointment expires: APRIL 9 2009

EXHIBIT A  
DESCRIPTION OF REAL PROPERTY

## **Exhibit "A"**

### **Legal Description**

Real property in the City of Omaha, County of Douglas, State of Nebraska, described as follows:

**Parcel I:**

Lot 1, Embassy Suites Subdivision, an Addition to the City of Omaha, Douglas County, Nebraska, recorded in Misc. Book 1195 at Page 46 of the Douglas County Records.

**Parcel II:**

Easement for the benefit of Parcel I as created by 'Signage Easement Agreement' filed August 14, 1997 in Misc. Book 1219 at Page 371 and Amended and Restated Signage Easement Agreement filed November 26, 2001 in Book 1409 at Page 667, of the Douglas County records.