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Cook County Recorder

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FELCOR/CMB DEERFIELD HOTEL, L.L.C., as assignor
(Borrower)

and

DJONT/CMB DEERFIELD LEASING, L.L.C., as assignor
(Operating Tenant)

and

FELCOR LODGING LIMITED PARTNERSHIP, as assignor
(FLLP)

to

THE CHASE MANHATTAN BANK, as assignee
(Lender)

ASSIGNMENT OF
LEASES AND RENTS

Dated: May 2, 2000

Location: 1445 Lake Cook Road
Deerfield, Illinois 60015

County: Cook

Tax Identification No.:

PREPARED BY AND UPON
RECORDATION RETURN TO:

THACHER PROFFITT & WOOD

Two World Trade Center

New York, New York 10048

Attention: David S. Hall, Esq.

File No.: 86000-00686

Send Tax Bills: No Change

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THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment") is made as of the 2nd day of May, 2000, by FELCOR/CMB DEERFIELD HOTEL, L.L.C., a Delaware limited liability company, having its principal place of business at 545 East John Carpenter Freeway, Suite 1300, Irving, Texas 75062 ("Borrower") and DJONT/CMB DEERFIELD LEASING, L.L.C., a Delaware limited liability company, having its principal place of business at 545 East John Carpenter Freeway, Suite 1300, Irving, Texas 75062 ("Operating Tenant") and FELCOR LODGING LIMITED PARTNERSHIP, a Delaware limited partnership having its principal place of business at 545 East John Carpenter Freeway, Suite 1300, Irving, Texas 75062 ("FLLP") (Borrower, FLLP and Operating Tenant shall collectively and individually, as the context may require, be referred to herein as the "Loan Parties"), as assignors, to THE CHASE MANHATTAN BANK, a New York banking corporation, having an address at 380 Madison Avenue, 10th Floor, New York, New York 10017, as assignee ("Lender").

RECITALS:

Borrower by its promissory note of even date herewith given to Lender is indebted to Lender in the principal sum of \$16,575,000.00 in lawful money of the United States of America (together with all extensions, renewals, modifications, substitutions and amendments thereof, the "Note"), with interest from the date thereof at the rates set forth in the Note, principal and interest to be payable in accordance with the terms and conditions provided in the Note.

Borrower desires to secure the payment of the Debt (defined below) and the performance of all of its obligations under the Note and the Other Obligations (as defined in Article 2 of the Security Instrument (defined below)), and Operating Tenant has agreed to grant this Assignment as additional security therefor.

ARTICLE 1 - ASSIGNMENT

Section 1.1 PROPERTY ASSIGNED. The Loan Parties hereby absolutely and unconditionally assigns and grants to Lender the following property, rights, interests and estates, now owned, or hereafter acquired, by the Loan Parties:

(a) Leases. All existing and future leases affecting the use, enjoyment, or occupancy of all or any part of that certain lot or piece of land, more particularly described in Exhibit A annexed hereto and made a part hereof, together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (collectively, the "Property") and the right, title and interest of the Loan Parties, its successors and assigns, therein and thereunder.

(b) Other Leases and Agreements. All other leases, subleases and other agreements, whether or not in writing, affecting the use, enjoyment or occupancy of the Property or any portion thereof now or hereafter made, whether made before or after the filing by or against the Loan Parties of any petition for relief under 11 U.S.C. § 101 *et seq.*, as the same may be amended from time to time (the "Bankruptcy Code") together with any extension, renewal or replacement of the same, this Assignment of other present and future leases and present and future agreements being

effective without further or supplemental assignment. The leases described in Subsection 1.1(a) and the leases and other agreements described in this Subsection 1.1(b), together with all other present and future leases and present and future agreements and any extension or renewal of the same are collectively referred to as the "Leases".

(c) Rents. All income, rents, room rates, issues, profits, revenues, deposits, accounts and other benefits from the operation of the hotel on the Property, including, without limitation, all revenues and credit card receipts collected from guest rooms, restaurants, bars, mini-bars, meeting rooms, banquet rooms and recreational facilities and otherwise, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of sale, lease, sublease, license, concession or other grant of the right of the possession, use or occupancy of all or any portion of the Property, or personalty located thereon, or rendering of services by the Loan Parties or any entity generating such income for the benefit of the Loan Parties, including, without limitation, any operator or manager of the hotel or the commercial space located on the Property or acquired from others including, without limitation, from the rental of any office space, retail space, commercial space, guest room or other space, halls, stores or offices located on the Property, including any deposits securing reservations of such space, exhibit or sales space of every kind, license, lease, sublease and concession fees and rentals, health club membership fees, food and beverage wholesale and retail sales, service charges, vending machine sales and proceeds, if any, from business interruption or other loss of income insurance relating to the use, enjoyment or occupancy of the Property, whether paid or accruing before or after the filing by or against the Loan Parties of any petition for relief under the Bankruptcy Code (collectively, the "Rents")

(d) Bankruptcy Claims. All of the Loan Parties' claims and rights (the "Bankruptcy Claims") to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code.

(e) Lease Guaranties. All of the Loan Parties' right, title and interest in and claims under any and all lease guaranties, letters of credit and any other credit support given by any guarantor in connection with any of the Leases (individually, a "Lease Guarantor", collectively, the "Lease Guarantors") to any Loan Party (individually, a "Lease Guaranty", collectively, the "Lease Guaranties").

(f) Proceeds. All proceeds from the sale or other disposition of the Leases, the Rents, the Lease Guaranties and the Bankruptcy Claims.

(g) Accounts Receivable. All right, title and interest of the Loan Parties arising from the operation of the Property in and to all payments for goods or property sold or leased or for services rendered, whether or not yet earned by performance, and not evidenced by an instrument or chattel paper, (hereinafter referred to as "Accounts Receivable") including, without limiting the generality of the foregoing, (i) all accounts, contract rights, book debts, and notes arising from the operation of a hotel on the Property or arising from the sale, lease or exchange of goods or other property and/or the performance of services, (ii) the Loan Parties' rights to payment from any consumer credit/charge card organizations or entities which sponsor and administer such cards as the American Express Card, the Visa Card and the Mastercard, (iii) the Loan Parties' rights in, to

and under all purchase orders for goods, services or other property, (iv) the Loan Parties' rights to any goods, services or other property represented by any of the foregoing, (v) monies due to or to become due to the Loan Parties under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of the Loan Parties) and (vi) all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing. Accounts Receivable shall include those now existing or hereafter created, substitutions therefor, proceeds (whether cash or non-cash, movable or immovable, tangible or intangible) received upon the sale, exchange, transfer, collection or other disposition or substitution thereof and any and all of the foregoing and proceeds therefrom;

(h) Other. All rights, powers, privileges, options and other benefits of the Loan Parties as lessor under the Leases and beneficiary under the Lease Guaranties, including without limitation the immediate and continuing right to make claim for, receive, collect and receipt for all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Debt or the Other Obligations), and to do all other things which the Loan Parties or any lessor is or may become entitled to do under the Leases or the Lease Guaranties.

(i) Entry. The right, at Lender's option, upon revocation of the license granted herein, to enter upon the Property in person, by agent or by court-appointed receiver, to collect the Rents.

(j) Power of Attorney. The Loan Parties' irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in Section 3.1 of this Assignment.

(k) Other Rights and Agreements. Any and all other rights of the Loan Parties in and to the items set forth in subsections (a) through (j) above, and all amendments, modifications, replacements, renewals and substitutions thereof.

Section 1.2 CONSIDERATION. This Assignment is made in consideration of that certain loan made by Lender to Borrower evidenced by the Note and secured by that certain deed of trust and security agreement given by the Loan Parties to or for the benefit of Lender, dated the date hereof, in the principal sum of \$16,575,000.00, covering the Property and intended to be duly recorded (the "Security Instrument"). The principal sum, interest and all other sums due and payable under the Note, the Security Instrument, this Assignment and the Other Security Documents (defined below) are collectively referred to as the "Debt". The documents other than this Assignment, the Note or the Security Instrument now or hereafter executed by the Loan Parties and/or others and by or in favor of Lender which wholly or partially secure or guarantee payment of the Debt are referred to herein as the "Other Security Documents".

ARTICLE 2 - TERMS OF ASSIGNMENT

Section 2.1 PRESENT ASSIGNMENT AND LICENSE BACK. It is intended by the Loan Parties that this Assignment constitute a present, absolute assignment of the Leases, Rents, Lease Guaranties and Bankruptcy Claims, and not an assignment for additional security only.

Nevertheless, subject to the terms of this Section 2.1, Lender grants to the Loan Parties a revocable license to collect and receive the Rents and other sums due under the Lease Guaranties. Borrower shall hold the Rents and all sums received pursuant to any Lease Guaranty, or a portion thereof sufficient to discharge all current sums due on the Debt, in trust for the benefit of Lender for use in the payment of such sums.

Section 2.2 NOTICE TO LESSEES. The Loan Parties hereby agrees to authorize and direct the lessees named in the Leases or any other or future lessees of the Property and all Lease Guarantors to pay over to Lender or to such other party as Lender directs all Rents and all sums due under any Lease Guaranties upon receipt from Lender of written notice to the effect that Lender is then the holder of the Security Instrument and that a Default (defined below) exists, and to continue so to do until otherwise notified by Lender.

Section 2.3 INCORPORATION BY REFERENCE. All representations, warranties, covenants, conditions and agreements contained in the Security Instrument as same may be modified, renewed, substituted or extended are hereby made a part of this Assignment to the same extent and with the same force as if fully set forth herein.

ARTICLE 3 - REMEDIES

Section 3.1 REMEDIES OF LENDER. Upon or at any time after the occurrence of a default under this Assignment or an Event of Default (as defined in the Security Instrument) under the Note, the Security Instrument or the Other Security Documents (a "Default"), the license granted to the Loan Parties in Section 2.1 of this Assignment shall automatically be revoked, and Lender shall immediately be entitled to possession of all Rents and sums due under any Lease Guaranties, whether or not Lender enters upon or takes control of the Property. In addition, Lender may, at its option, without waiving such Default, without notice and without regard to the adequacy of the security for the Debt, either in person or by agent, nominee or attorney, with or without bringing any action or proceeding, or by a receiver appointed by a court, dispossess the Loan Parties and their agents and servants from the Property, without liability for trespass, damages or otherwise and exclude the Loan Parties and their agents or servants wholly therefrom, and take possession of the Property and all books, records and accounts relating thereto and have, hold, manage, lease and operate the Property on such terms and for such period of time as Lender may deem proper and either with or without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all Rents and sums due under all Lease Guaranties, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Lender and may apply the Rents and sums received pursuant to any Lease Guaranties to the payment of the following in such order and proportion as Lender in its sole discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all expenses of managing and securing the Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as Lender may deem necessary or desirable and all expenses of operating and maintaining the Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Lender may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Property; and (b) the Debt, together with all costs and reasonable

attorneys' fees. In addition, upon the occurrence of a Default, Lender, at its option, may (1) complete any construction on the Property in such manner and form as Lender deems advisable, (2) exercise all rights and powers of the Loan Parties, including, without limitation, the right to negotiate, execute, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents from the Property and all sums due under any Lease Guaranties, (3) either require the Loan Parties to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupancy of such part of the Property as may be in possession of the Loan Parties or (4) require the Loan Parties to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, the Loan Parties may be evicted by summary proceedings or otherwise.

Section 3.2 OTHER REMEDIES. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the power and rights granted to Lender hereunder shall be deemed to be a waiver by Lender of its rights and remedies under the Note, the Security Instrument, or the Other Security Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms thereof. The right of Lender to collect the Debt and to enforce any other security therefor held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder. The Loan Parties hereby absolutely, unconditionally and irrevocably waive any and all rights to assert any setoff, counterclaim or crossclaim of any nature whatsoever with respect to the obligations of the Loan Parties under this Assignment, the Note, the Security Instrument, the Other Security Documents or otherwise with respect to the loan secured hereby in any action or proceeding brought by Lender to collect same, or any portion thereof, or to enforce and realize upon the lien and security interest created by this Assignment, the Note, the Security Instrument, or any of the Other Security Documents (provided, however, that the foregoing shall not be deemed a waiver of the Loan Parties' right to assert any compulsory counterclaim if such counterclaim is compelled under local law or rule of procedure, nor shall the foregoing be deemed a waiver of the Loan Parties' rights to assert any claim which would constitute a defense, setoff, counterclaim or crossclaim of any nature whatsoever against Lender in any separate action or proceeding).

Section 3.3 OTHER SECURITY. Lender may take or release other security for the payment of the Debt, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of the Debt without prejudice to any of its rights under this Assignment.

Section 3.4 NON-WAIVER. The exercise by Lender of the option granted it in Section 3.1 of this Assignment and the collection of the Rents and sums due under the Lease Guaranties and the application thereof as herein provided shall not be considered a waiver of any default by any Loan Party under the Note, the Security Instrument, the Leases, this Assignment or the Other Security Documents. The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. The Loan Parties shall not be relieved of the Loan Parties' obligations hereunder by reason of (a) the failure of Lender to comply with any request of any Loan Party or any other party to take any action to enforce any of the provisions hereof or of the Security Instrument, the Note or the Other Security Documents, (b) the release regardless of consideration, of the whole or any part of the Property, or (c) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the

terms of this Assignment, the Note, the Security Instrument or the Other Security Documents. Lender may resort for the payment of the Debt to any other security held by Lender in such order and manner as Lender, in its discretion, may elect. Lender may take any action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to enforce its rights under this Assignment. The rights of Lender under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

Section 3.5 BANKRUPTCY. (a) Upon or at any time after the occurrence of a Default, Lender shall have the right to proceed in its own name or in the name of the Loan Parties in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of the Loan Parties, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

(b) If there shall be filed by or against a Loan Party a petition under the Bankruptcy Code, and any Loan Party, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then such Loan Party shall give Lender not less than ten (10) days' prior notice of the date on which such Loan Party shall apply to the bankruptcy court for authority to reject the Lease. Lender shall have the right, but not the obligation, to serve upon such Loan Party within such ten-day period a notice stating that (i) Lender demands that such Loan Party assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code and (ii) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender serves upon such Loan Party the notice described in the preceding sentence, such Loan Party shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Lender of the covenant provided for in clause (ii) of the preceding sentence.

ARTICLE 4 - NO LIABILITY, FURTHER ASSURANCES

Section 4.1 NO LIABILITY OF LENDER. This Assignment shall not be construed to bind Lender to the performance of any of the covenants, conditions or provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Lender. Lender shall not be liable for any loss sustained by the Loan Parties resulting from Lender's failure to let the Property after a Default or from any other act or omission of Lender in managing the Property after a Default unless such loss is caused by the willful misconduct and bad faith of Lender. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or any Lease Guaranties or under or by reason of this Assignment and Borrower shall, and hereby agrees, to indemnify Lender for, and to hold Lender harmless from, any and all liability, loss or damage which may or might be incurred under the Leases, any Lease Guaranties or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Lender by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases or any Lease Guaranties. Should Lender incur any such liability, the amount thereof, including costs,

expenses and reasonable attorneys' fees, shall be secured by this Assignment and by the Security Instrument and the Other Security Documents and Borrower shall reimburse Lender therefor immediately upon demand and upon the failure of Borrower so to do Lender may, at its option, declare all sums secured by this Assignment and by the Security Instrument and the Other Security Documents immediately due and payable. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases or any Lease Guaranties; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property, including without limitation the presence of any Hazardous Substances (as defined in the Security Instrument), or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

Section 4.2 NO MORTGAGEE IN POSSESSION. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Lender. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by the Loan Parties.

Section 4.3 FURTHER ASSURANCES. Each Loan Party will, at the cost of Borrower and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, conveyances, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, require for the better assuring, conveying, assigning, transferring and confirming unto Lender the property and rights hereby assigned or intended now or hereafter so to be, or which such Loan Party may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Assignment or for filing, registering or recording this Assignment and, on demand, will execute and deliver and hereby authorizes Lender, upon such Loan Party's failure or refusal to promptly do so after Lender's request therefor, to execute in the name of such Loan Party to the extent Lender may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien and security interest hereof in and upon the Leases.

ARTICLE 5 - SECONDARY MARKET

Section 5.1 TRANSFER OF LOAN. Lender may, at any time, sell, transfer or assign the Note, this Assignment and the Other Security Documents, and any or all servicing rights with respect thereto, or grant participations therein or issue mortgage pass-through certificates or other securities evidencing a beneficial interest in a rated or unrated public offering or private placement (the "Securities"). Lender may forward to each purchaser, transferee, assignee, servicer, participant, investor in such Securities or any credit rating agency rating such Securities (collectively, the "Investor") and each prospective Investor, all documents and information which Lender now has or may hereafter acquire relating to the Debt and to the Loan Parties, any guarantor, any indemnitor, and the Property, whether furnished by the Loan Parties, any guarantor or otherwise, as Lender determines necessary or desirable. The Loan Parties, any guarantor and any indemnitor agree to cooperate with Lender in connection with any transfer made or any Securities created pursuant to this Section, including, without limitation, the delivery of an estoppel certificate required in

accordance with Subsection 7.4(c) of the Security Instrument and such other documents as may be reasonably requested by Lender. The Loan Parties shall also furnish and the Loan Parties, any guarantor and any indemnitor consent to Lender furnishing to such Investors or such prospective Investors any and all information concerning the Property, the Leases, the financial condition of the Loan Parties, any guarantor and any indemnitor as may be (i) reasonably requested by Lender or (ii) requested by any Investor or any prospective Investor in connection with any sale, transfer or participation interest.

ARTICLE 6 - MISCELLANEOUS PROVISIONS

Section 6.1 CONFLICT OF TERMS. In case of any conflict between the terms of this Assignment and the terms of the Security Instrument, the terms of the Security Instrument shall prevail.

Section 6.2 NO ORAL CHANGE. This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of the Loan Parties or Lender, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 6.3 CERTAIN DEFINITIONS. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeably in singular or plural form and the word "the Loan Parties " shall mean "the Loan Parties and the Loan Parties' respective successors and assigns," the word "Borrower" shall mean "Borrower and Borrower's successors and assigns," the word "Operating Tenant" shall mean "Operating Tenant and Operating Tenant's successors and assigns", the word "Lender" shall mean "Lender and any subsequent holder of the Note," the word "Note" shall mean "the Note and any other evidence of indebtedness secured by the Security Instrument," the word "person" shall include an individual, corporation, partnership, limited liability company, trust, unincorporated association, government, governmental authority, and any other entity, the word "Property" shall include any portion of the Property and any interest therein, the phrases "attorneys' fees" and "counsel fees" shall include any and all attorneys', paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder, and the word "Debt" shall mean the principal balance of the Note with interest thereon as provided in the Note and the Security Instrument and all other sums due pursuant to the Note, the Security Instrument, this Assignment and the Other Security Documents; whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 6.4 AUTHORITY. Each Loan Party represents and warrants that it has full power and authority to execute and deliver this Assignment and the execution and delivery of this Assignment has been duly authorized and does not conflict with or constitute a default under any law, judicial order or other agreement affecting such Loan Party or the Property.

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Section 6.5 INAPPLICABLE PROVISIONS. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

Section 6.6 DUPLICATE ORIGINALS; COUNTERPARTS. This Assignment may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original. This Assignment may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Assignment. The failure of any party hereto to execute this Assignment, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

SECTION 6.7 CHOICE OF LAW. THIS ASSIGNMENT SHALL BE DEEMED TO BE A CONTRACT ENTERED INTO PURSUANT TO THE LAWS OF THE STATE OF NEW YORK AND SHALL IN ALL RESPECTS BE GOVERNED, CONSTRUED, APPLIED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, PROVIDED HOWEVER, THAT WITH RESPECT TO THE CREATION, PERFECTION, PRIORITY AND ENFORCEMENT OF THE LIEN OF THIS ASSIGNMENT, THE LAWS OF THE STATE WHERE THE PROPERTY IS LOCATED SHALL APPLY.

Section 6.8 TERMINATION OF ASSIGNMENT. Upon payment in full of the Debt and the delivery and recording of a satisfaction or discharge of Security Instrument duly executed by Lender, this Assignment shall become and be void and of no effect.

Section 6.9 NOTICES. All notices required or permitted hereunder shall be given and shall become effective as provided in the Security Instrument.

SECTION 6.10 WAIVER OF TRIAL BY JURY. THE LOAN PARTIES AND LENDER HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THE LOAN EVIDENCED BY THE NOTE, THE APPLICATION FOR THE LOAN EVIDENCED BY THE NOTE, THIS ASSIGNMENT, THE NOTE, THE SECURITY INSTRUMENT OR THE OTHER SECURITY DOCUMENTS OR ANY ACTS OR OMISSIONS OF LENDER, ITS OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH.

Section 6.11 SUBMISSION TO JURISDICTION. With respect to any claim or action arising hereunder, the Loan Parties and Lender (a) irrevocably submits to the nonexclusive jurisdiction of the courts of the State of New York and the United States District Court located in the Borough of Manhattan in New York, New York, and appellate courts from any thereof, and (b) irrevocably waives any objection which it may have at any time to the laying on venue of any suit, action or proceeding arising out of or relating to this Assignment brought in any such court, irrevocably waives any claim that any such suit, action or proceeding brought in any such court has

been brought in an inconvenient forum. Nothing herein shall be deemed to preclude Lender from bringing an action or proceeding with respect hereto in any other jurisdiction.

Section 6.12 LIABILITY. The joint obligations of the Loan Parties hereunder shall be joint and several obligations. This Assignment shall be binding upon and inure to the benefit of the Loan Parties and Lender and their respective successors and assigns forever.

Section 6.13 HEADINGS, ETC. The headings and captions of various paragraphs of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 6.14 NUMBER AND GENDER. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 6.15 SOLE DISCRETION OF LENDER. Wherever pursuant to this Assignment (a) Lender exercises any right given to it to approve or disapprove, (b) any arrangement or term is to be satisfactory to Lender, or (c) any other decision or determination is to be made by Lender, the decision of Lender to approve or disapprove, all decisions that arrangements or terms are satisfactory or not satisfactory and all other decisions and determinations made by Lender, shall be in the sole and absolute discretion of Lender and shall be final and conclusive, except as may be otherwise expressly and specifically provided herein.

Section 6.16 COSTS AND EXPENSES OF THE LOAN PARTIES. Wherever pursuant to this Assignment it is provided that the Loan Parties pay any costs and expenses, such costs and expenses shall include, but not be limited to, reasonable legal fees and disbursements of Lender with respect to retained firms.

ARTICLE 7 - DEFINITIONS

The terms set forth below are defined in the following Sections of this Assignment:

- (a) Assignment: Preamble;
- (b) Attorneys' Fees: Article 6, Section 6.3;
- (c) Bankruptcy Claims: Article 1, Subsection 1.1(d);
- (d) Bankruptcy Code: Article 1, Subsection 1.1(b);
- (f) Business Day: Article 6, Section 6.9;
- (g) Counsel Fees: Article 6, Section 6.3;
- (h) Debt: Article 6, Section 6.3;

- (i) Default: Article 3, Section 3.1;
- (j) Investor: Article 5, Section 5.1;
- (k) Lease Guaranties: Article 1, Subsection 1.1(e);
- (l) Lease Guarantor: Article 1, Subsection 1.1(e);
- (m) Lease Guaranty: Article 1, Subsection 1.1(e);
- (n) Leases: Article 1, Subsection 1.1(b);
- (o) Lender: Preamble and Article 6, Section 6.3;
- (p) Loan Parties: Preamble and Article 6, Section 6.3;
- (q) Note: Recitals and Article 6, Section 6.3;
- (r) Other Security Documents: Article 1, Section 1.2;
- (s) Person: Article 6, Section 6.3;
- (t) Property: Article 1, Subsection 1.1(a) and Article 6, Section 6.3;
- (u) Rents: Article 1, Subsection 1.1(c); and
- (v) Security Instrument: Article 1, Section 1.2.

THIS ASSIGNMENT, together with the covenants and warranties therein contained, shall inure to the benefit of Lender and any subsequent holder of the Security Instrument and shall be binding upon the Loan Parties, their successors and assigns and any subsequent owner of the Property.

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IN WITNESS WHEREOF, the Loan Parties have executed this instrument the day and year first above written.

FELCOR/CMB DEERFIELD HOTEL,
L.L.C., a Delaware limited liability company

By: 

Name: Joel M. Eastman
Title: Vice President

DJONT/CMB DEERFIELD LEASING,
L.L.C., a Delaware limited liability company

By: 

Name: Joel H. Eastman
Title: Vice President

FELCOR LODGING LIMITED
PARTNERSHIP, a Delaware limited
partnership

By: FELCOR LODGING TRUST
INCORPORATED, a Maryland
corporation, its general partner

By: 

Name: Joel H. Eastman
Title: Vice President

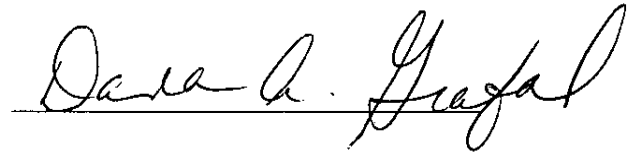
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00316610

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 28th day of ^{April}~~May~~, 2000
by Joel M. Eastman of FelCor Lodging Trust Incorporated, a Maryland corporation, on behalf
of such corporation as general partner of FELCOR LODGING LIMITED PARTNERSHIP, a
Delaware limited partnership. S/He is personally known to me or has produced a driver's license
issued by a state of the United States as identification.

DANA A. GRAFAL
NOTARY PUBLIC, State of New York
No. 01GR6725186
Qualified in Suffolk County
Commission Expires Aug. 2, 2001



(NOTARY SEAL)

STATE OF NEW YORK)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 28th day of ^{April}~~May~~, 2000
by Joel M. Eastman of DJONT/CMB Deerfield Leasing, L.L.C., a Delaware limited
liability company, on behalf of such limited liability company. S/He is personally known to me or
has produced a driver's license issued by a state of the United States as identification.

DANA A. GRAFAL
NOTARY PUBLIC, State of New York
No. 01GR6029186
Qualified in Suffolk County
Commission Expires Aug. 9, 2001

Dana A. Grafal

(NOTARY SEAL)

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 28th day of ~~May~~ ^{April}, 2000
by Joel M. Eastman of FelCor/CMB Deerfield Hotel, L.L.C., a Delaware limited liability
company, on behalf of such limited liability company. S/He is personally known to me or has
produced a driver's license issued by a state of the United States as identification.

Dana A. Grafal

DANA A. GRAFAL
NOTARY PUBLIC, State of New York
No. 01GR602153
Qualified In Suffolk County
Commission Expires Aug. 9, 2001

(NOTARY SEAL)

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EXHIBIT A

00316610

PARCEL A:

Lot 4 in Arborlake Centre, being a subdivision in Sections 5 and 6, Township 42 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof recorded March 14, 1985 as Document Number 27475383, in Cook County, Illinois.

Also described by metes and bounds as follows: beginning at the Northeast corner of Lot 4; Thence South $00^{\circ} 26' 29''$ West along the East line thereof 416.59 feet to the Southeast corner thereof; Thence South $89^{\circ} 50' 17''$ West along the South line thereof 681.24 feet to the Southwest corner thereof; Thence North $00^{\circ} 00' 00''$ East along the West line thereof 418.50 feet to the Northwest corner thereof; Thence South $90^{\circ} 00' 00''$ East along the North line thereof 684.44 feet to the point of beginning, in Cook County, Illinois.

PARCEL B:

Non-Exclusive Easement appurtenant to and for the benefit of Parcel A for ingress and egress and access over and across the following described real estate as created by Grant of Easement dated February 7, 1984 and recorded as Document Number 27021045, as amended by Amendment to Grant of Easement recorded as Document Number 27419485; and as further amended by Second Amendment to Grant of Easement recorded as Document Number 88145387, and re-recorded as Document Number 88199120; the South 47 feet of the North 160 feet of the North half ($\frac{1}{2}$) of the West half ($\frac{1}{2}$) of Lot 2 (except the East 25 feet thereof of the Northwest quarter ($\frac{1}{4}$) of Section 5, Township 42 North Range 12, East of the Third Principal Meridian, also the South 47 feet of the North 160 feet of the East 5 acres (except therefrom the West 162 feet of the East 5 acres) of the North half ($\frac{1}{2}$) of the East half ($\frac{1}{2}$) of Lot 2 of the Northeast quarter ($\frac{1}{4}$) of Section 6, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

A strip of land 80 feet wide, extending 62 feet South from the South right of way line of County Line Road, the center line of such 80 foot wide strip being a line parallel to and 596.44 feet West of the East line of the West half ($\frac{1}{2}$) of Lot 2 of the Northwest quarter ($\frac{1}{4}$) of Section 5, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

That part of the North half ($\frac{1}{2}$) of the West half ($\frac{1}{2}$) of Lot 2 in the Northwest quarter ($\frac{1}{4}$) of Section 5, Township 42 North, Range 12, East of the Third Principal Meridian, described as beginning at the intersection of the South right of way line of County Line Road with a line 103.62 feet East of and parallel with the West line of Section 5 aforesaid; thence North $89^{\circ} 49' 07''$ West along said right of way line for a distance of 94.50 feet; thence South $70^{\circ} 46' 12''$ East 33.18 feet to the point of curve; thence Southerly along a arc of a circle convex Easterly and having a radius of 26.13 feet for a

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EXHIBIT A (Continued)

00316610

distance of 49.64 feet to a point of tangency (the chord of said arc having a bearing of South 16° 21' 16" East); thence South 38° 03' 41" West 14.48 feet to a line 63.0 feet South of and parallel with the South line of said right of way; thence South 89° 49' 07" East along said parallel line 111.29 feet; thence Northerly along an arc of a circle convex Westerly and having a radius of 32.0 feet for a distance of 75.69 feet to a point of tangency (the chord said arc having a bearing of North 18° 11' 00" East); thence North 85° 56' 19" East 90.08 feet to the South right of way line of County Line Road aforesaid; thence North 89° 49' 07" West along said right of way line 159.50 feet to the Point of Beginning, in Cook County, Illinois.

ALSO

That part of Lot 2 in the Northeast quarter (¼) of Section 6, Township 42 North, Range 12, East of the Third Principal Meridian, as said Lot is represented on the map of government described as follows:

Beginning at a point on the South line of the North 160 feet of the North half (½) of the East half (½) of Lot 2 of the Northeast quarter (¼) of Section 6 aforesaid which is 162 feet East of the West line of the East 5 acres of the North half (½) of the East half (½) of Lot 2 in the Northwest quarter (¼) of Section 6 aforesaid; thence South 00° 27' 47" West, parallel with the West line of said East 5 acres 25 feet; thence North 72° 59' 48" East 87 feet to the South line of the North 160 feet aforesaid; thence South 89° 41' 39" West 83 feet to the Point of Beginning, in Cook County, Illinois.

PARCEL C:

Non-Exclusive Easement appurtenant to and for the benefit of Parcel A for ingress and egress and access and for construction and installation of the Huehl Road Extension over, across and upon the following described real estate, as created by Declaration and Grant of Easement dated February 11, 1984 and recorded February 13, 1985 as Document 27441713, made by American National Bank and Trust company of Chicago, as Trustee under Trust Agreement dated May 15, 1933 and known as Trust Number 57661; the West 25 feet (lying South of the North line of South half (½) of Government Lot 2 in the Northwest quarter (¼) of the hereinafter described Section 5 of Lot 1 in Lake Cook Office Center, being a resubdivision of Lot 3 in Lake Cook Road Industrial Park, being a subdivision in the Northeast quarter (¼) and the Northwest quarter (¼) of Section 5, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL D:

Non-Exclusive Easement for parking, ingress and egress, utility facilities, landscaping, and signage for the benefit of Parcel A over and across the following described real estate, as created by the Amended and Restate Declaration and Grant of Reciprocal Rights recorded April 18, 1988 as Document Number 88160149; Amended and Restated Supplement Declaration and Grant of Reciprocal Rights recorded as Document No. 92219422, as amended and restated by document dated October 26, 1992 and recorded December 14, 1993, as Document Number 03020936.

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Lots 1, 2 and 3 in Arborlake Centre, being a subdivision in Sections 5 and 6, Township 42 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded March 14, 1985 as Document Number 27475383, all in Cook County, Illinois.

PARCEL E:

Rights and benefits contained in Development Agreement recorded April 18, 1988 as Document Number 88160152, made by and among Kyo-Ya Company, Ltd., American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated January 1, 1985 and known as Trust Number 63290, and others, relating to the purpose of enhancing and protecting the value, desirability and attractiveness of the project area, equitable servitude, reciprocal rights and obligations and all covenants and conditions contained therein.

Property of Cook County Clerk's Office