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 STATE OF ILLINOIS
 UNIFORM COMMERCIAL CODE -- FINANCING STATEMENT -- FORM UCC-1



INSTRUCTIONS

1. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee
2. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Debtor(s) (Last Name First) and address(es)
 SEE SCHEDULE A ATTACHED
 HERETO.

Secured Party(ies) and address(es)
 THE CHASE MANHATTAN BANK
 380 Madison Avenue
 10th Floor
 New York, NY 10017

For Filing Officer
 (Date, Time, Number, and Filing Office)

00316611

3/23/0122 08 001 Page 1 of 14
2000-05-04 15:16:36
 Cook County Recorder 47.50

1. This financing statement covers the following types (or items) of property:

All of Debtor's now owned or existing and hereafter acquired machinery, equipment and other goods which constitute fixtures located on the real estate described on Exhibit A attached hereto and by this reference made a part hereof, and all accessions to, substitutions for and replacements, products and proceeds of all of the foregoing.

SEE RIDER A ATTACHED HERETO AND MADE A PART HEREOF.

THIS STATEMENT IS TO BE INDEXED IN THE REAL ESTATE RECORDS OF COOK COUNTY, ILLINOIS

ASSIGNEE OF SECURED PARTY

2. Products of Collateral are also covered. Proceeds of Collateral are also covered.

_____ Additional sheets presented.
 Filed with Recorder of Deeds of Cook County
 _____ Debtor is a transmitting utility as defined in UCC §9-105.

SEE ATTACHED SIGNATURE PAGES

By: _____
 Signature of (Debtor)
 (Secured Party)*

*Signature of Debtor Required in Most Cases;
 Signature of Secured Party in Cases Covered by UCC §9-402 (2)

FILING OFFICER-ALPHABETICAL

This form of financing statement is approved by the Secretary of State.

STANDARD FORM -- UNIFORM COMMERCIAL CODE -- FORM UCC-1 -- REV. 1-75

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SCHEDULE A

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DEBTOR 1:

FelCor/CMB Deerfield Hotel, L.L.C.
545 East John Carpenter Freeway, Suite 1300
Irving, TX 75062

DEBTOR 2:

DJONT CMB Deerfield Leasing, L.L.C.
545 East John Carpenter Freeway, Suite 1300
Irving, TX 75062

DEBTOR 3:

FelCor Lodging Limited Partnership
545 East John Carpenter Freeway, Suite 1300
Irving, TX 75062

Property of Cook County Clerk's Office

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RIDER A

All right, title and interest of Debtor in and to the following (collectively, the "Property"):

(1) (a) Land. The real property described in Exhibit A attached hereto and made a part hereof (the "Land");

(b) Ground Lease. The leasehold estate in the Land created pursuant to that certain Ground Lease between FELCOR LODGING LIMITED PARTNERSHIP, as owner ("FLLP"), and FELCOR/CMB DEERFIELD HOTEL, L.L.C., as tenant ("Borrower"), dated April 30, 2000 (the "Ground Lease"), including, all assignments, modifications, extensions and renewals of the Ground Lease and all credits, deposits, options, privileges and rights of Borrower as tenant under the Ground Lease, including, but not limited to, rights of first refusal, if any, and the right, if any, to renew or extend the Ground Lease for a succeeding term or terms, and also including all the right, title, claim or demand whatsoever of Borrower either in law or in equity, in possession or expectancy, of, in and to Secured Party's right, as tenant under the Ground Lease, to elect under Section 365(h)(1) of the Bankruptcy Code, Title 11 U.S.C.A. §101 *et seq.* (the "Bankruptcy Code") to terminate or treat the Ground Lease as terminated in the event (i) of the bankruptcy, reorganization or insolvency of FLLP, and (ii) the rejection of the Ground Lease by FLLP, as debtor in possession, or by a trustee for FLLP, pursuant to Section 365 of the Bankruptcy Code;

(c) Operating Lease. The sub-leasehold estate in the Land currently held by DJONT/CMB DEERFIELD LEASING, L.L.C. (the "Operating Tenant") and created pursuant to that certain Operating Lease between FLLP, as sub-lessor, and DJONT LEASING, L.L.C., as sub-lessee, dated June 20, 1996, as amended (the "Operating Lease"), including, all assignments, modifications, extensions and renewals of the Operating Lease and all credits, deposits, options, privileges and rights of Operating Tenant as tenant under the Operating Lease, including, but not limited to, rights of first refusal, if any, and the right, if any, to renew or extend the Operating Lease for a succeeding term or terms, and also including all the right, title, claim or demand whatsoever of Operating Tenant either in law or in equity, in possession or expectancy, of, in and to Secured Party's right, as tenant under the Operating Lease, to elect under Section 365(h)(1) of the Bankruptcy Code to terminate or treat the Operating Lease as terminated in the event (i) of the bankruptcy, reorganization or insolvency of the Borrower, and (ii) the rejection of the Operating Lease by the Borrower, as debtor in possession, or by a trustee for the Borrower, pursuant to Section 365 of the Bankruptcy Code;

(2) Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of the Security Instrument (hereinafter defined);

(3) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "Improvements");

(4) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(5) Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications, elevator fixtures, inventory and goods), inventory and articles of personal property and accessions thereof and renewals, replacements thereof and substitutions therefor (including, but not limited to, beds, bureaus, chiffonniers, chests, chairs, desks, lamps, mirrors, bookcases, tables, rugs, carpeting, drapes, draperies, curtains, shades, venetian blinds, screens, paintings, hangings, pictures, divans, couches, luggage carts, luggage racks, stools, sofas, chinaware, linens, pillows, blankets, glassware, silverware, foodcarts, cookware, dry cleaning facilities, dining room wagons, keys or other entry systems, bars, bar fixtures, liquor and other drink dispensers, icemakers, radios, television sets, intercom and paging equipment, electric and electronic equipment, dictating equipment, private telephone systems, medical equipment, potted plants, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, cooling and air-conditioning systems, elevators, escalators, fittings, plants, apparatus, stoves, ranges, refrigerators, laundry machines, tools, machinery, engines, dynamos, motors, boilers, incinerators, switchboards, conduits, compressors, vacuum cleaning systems, floor cleaning, waxing and polishing equipment, call systems, brackets, electrical signs, bulbs, bells, ash and fuel, conveyors, cabinets, lockers, shelving, spotlighting equipment, dishwashers, garbage disposals, washers and dryers), other customary hotel equipment and other tangible property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements (hereinafter collectively called the "Personal Property"), including the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code"), superior in lien to the lien of the Security

Instrument and all proceeds and products of, accessions to and substitutions and replacements for, all of the above;

(6) Leases and Rents. All leases (including the Ground Lease), subleases (including the Operating Lease), rental agreements, registration cards and agreements, if any, and other agreements whether or not in writing affecting the use, enjoyment or occupancy of the Land and/or the Improvements heretofore or hereafter entered into and all extensions, amendments and modifications thereto, whether before or after the filing by or against Debtor of any petition for relief under Creditors Rights Laws (defined in Article 10) (the "Leases") and all right, title and interest of Debtor's successors and assigns therein and thereunder, including, without limitation, any guaranties of the lessees' obligations thereunder, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues, registration fees, if any, and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements, all income, rents, room rates, issues, profits, revenues, deposits, accounts and other benefits from the operation of the hotel on the Land and/or the Improvements, 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 Land and/or Improvements, or personalty located thereon, or rendering of services by Debtor or any operator or manager of the hotel or the commercial space located in the Improvements 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, 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 Land and/or the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under Creditors Rights Laws (the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(7) Insurance Proceeds. All proceeds of and any unearned premiums on any insurance policies covering the Land, the Improvements, the Personal Property and other collateral granted under Section 1.1 of the Security Instrument, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(8) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Land, the Improvements, the Personal Property and other collateral granted under Section 1.1 of the Security Instrument, whether from the exercise of the right of eminent domain (including but not limited to any

transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(9) Tax Certiorari. All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Land, the Improvements, the Personal Property and other collateral granted under Section 1.1 of the Security Instrument as a result of tax certiorari or any applications or proceedings for reduction;

(10) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

(11) Rights. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Lender in the Land, the Improvements, the Personal Property and other collateral granted under Section 1.1 of the Security Instrument;

(12) Agreements. All agreements (except for the Franchise Agreement (as defined in the Security Instrument (defined below))), contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the occurrence and during the continuance of an Event of Default (as defined in the Security Instrument) to receive and collect any sums payable to Debtor thereunder;

(13) Intangibles. All trade names, trademarks, service marks, logos, copyrights, goodwill, books and records, tenant or guest lists, advertising materials, telephone exchange numbers identified in such materials and all other general intangibles relating to or used in connection with the operation of the Land, the Improvements and the Personal Property;

(14) Accounts Receivables. All right, title and interest of Debtor arising from the operation of the Land and the Improvements 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, (a) all accounts, contract rights, book debts, and notes arising from the operation of a hotel on the Land and the Improvements or arising from the sale, lease or exchange of goods or other property and/or the performance of services, (b) Debtor's rights to payment from any consumer credit/charge card organization or entities which sponsor and administer such cards as the American Express Card, the Visa Card and the Mastercard, (c) Debtor's rights in, to and under all purchase orders for goods, services or other property, (d) Debtor's rights to any goods, services or other property represented by any of the foregoing, (e) monies due to or to become due to Debtor 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 Debtor) and (f) 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;

(15) Accounts. All reserves, escrows and deposit accounts maintained by the Debtor with respect to the Property including, without limitation, any lockbox account and cash management account, and all securities, investments, property and financial assets held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof; and

(16) Other Rights. Any and all other rights of Debtor in and to the items set forth in Subsections (1) through (15) above.

This UCC-1 Financing Statement is filed in connection with a certain Mortgage and Security Agreement (the "Security Instrument") in the principal sum of \$16,575,000.00 given by Debtor to Secured Party covering the estate of Debtor in the Property and intended to be duly recorded in Cook County, Illinois.

EXHIBIT A

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 416.69 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)

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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, 1982 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.

PARCELS:

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.

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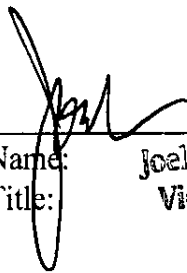
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UCC-1 SIGNATURE PAGE

DEBTOR:

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

By: 
Name: Joel M. Eastman
Title: Vice President

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UCC-1 SIGNATURE PAGE

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DEBTOR:

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

By: _____


Name: Joel M. Eastman
Title: Vice President

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UCC-1 SIGNATURE PAGE

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DEBTOR:

FELCOR LODGING LIMITED
PARTNERSHIP, a Delaware limited
partnership

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

By: _____

Name: **Joel M. Eastman**
Title: **Vice President**

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UCC-1 SIGNATURE PAGE

SECURED PARTY:

THE CHASE MANHATTAN BANK, a New York banking corporation

By: Paul Kalos
Name: Paul Kalos
Title: Vice President

Property of Cook County Clerk's Office