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 THIS DOCUMENT WAS, WITH THE **98045847**  
 ADVICE OF LOCAL COUNSEL, PREPARED BY:  
 Cynthia J. Williams, Esq.  
 Day, Berry & Howard  
 260 Franklin Street  
 Boston, MA 02110

STATE OF INDIANA  
 LAKE COUNTY **Pool III**  
 FILED FOR RECORD  
 98 JUN 18 AM 9:55  
 MORRIS W. CARTER  
 RECORDER

RECORDING REQUESTED BY AND UPON  
 RECORDATION RETURN TO:  
 Cynthia J. Williams, Esq.  
 Day, Berry & Howard  
 260 Franklin Street  
 Boston, MA 02110

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

Chicago Title Insurance Company

Document is  
**NOT OFFICIAL!**  
 ASSIGNMENT OF MASTER LEASE  
 AND GUARANTY  
 This Document is the property of  
 the Lake County Recorder!

dated as of April 30, 1998

from

Each Owner listed on Schedule I attached hereto  
 with respect to the related Mortgaged Property,  
 collectively as assignors and as Owner,

to

NOMURA ASSET CAPITAL CORPORATION,  
 as assignee and as Lender

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**ASSIGNMENT**

dated as of April 30, 1998

from

Each Owner listed on Schedule I attached hereto  
with respect to the related Mortgaged Property,  
collectively as assignors and as Owner,

**NOT OFFICIAL!**

to

This Document is the property of  
NOMURA ASSET CAPITAL CORPORATION,  
as assignee and as Lender

**STOP**



Michigan

THIS ASSIGNMENT OF MASTER LEASE AND GUARANTY (together with all amendments and supplements hereto, this "Assignment"), dated as of April 30, 1998, by and between M-Six Limited Partnership, a Delaware limited partnership, and each other Owner listed on Schedule I hereto which is hereby incorporated by reference herein through which it directly or indirectly holds title to Landlord's Interest in the Mortgaged Properties (as defined in the Indenture) (together with their respective permitted successors and assigns, referred to herein as "Owner" either individually or collectively as appropriate in the context used), as assignor, and NOMURA ASSET CAPITAL CORPORATION, a Delaware corporation, as assignee (together with its successors and assigns, "Lender"). The mailing address of each Owner and of Lender is as set forth in Paragraph 20 of this Agreement.

All capitalized terms used but not otherwise defined herein shall have the meaning thereto in the Indenture of Mortgage, Deed of Trust, Security Agreement, Fixture Filing, Financing Statement and Assignment of Rents and Leases of even date herewith (together with all amendments and supplements thereto, the "Indenture") from Owner and Remainderman, if any (as defined in the Indenture), as mortgagors or trustors, as applicable, to one or more trustees for the benefit of Lender and to Lender, or if not defined in the Indenture, in the Master Lease (as hereinafter defined).

Owner, in consideration of TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as additional security for the Indebtedness, does hereby absolutely, unconditionally and presently assign, transfer, convey and set over unto Lender, subject to the terms hereof, the following:

I. All of the right, title and interest of Owner in and to (i) that certain Lease Agreement of even date herewith, (together with all amendments and supplements thereto, the "Master Lease") between Owner, as landlord, and Universal Commercial Credit Leasing III, Inc., as tenant (together with its permitted successors and assigns, "Tenant"), and (ii) any and all other leases now or hereafter affecting all or a portion of the real property more particularly described in Exhibits A hereto (the "Real Property") and the improvements thereon (the Master Lease and each of said leases and all such rights, guarantees, amendments, supplements, modifications, renewals and extensions relating thereto being individually referred to as a "Lease" and collectively referred to as the "Leases"), together with (i) all rents, income, profits, purchase prices, insurance proceeds, condemnation awards, funds deposited by Tenant or by any sublessee to pay costs of construction, restoration or repair, and any other awards and settlements arising from such Leases, including, without limitation, all Basic Rent, Additional Rent, Loss Proceeds, purchase prices and Stipulated Loss Value payments, (ii) the rights to sue for, collect and receive such rents, income and profits, purchase prices, insurance proceeds, condemnation awards and any other awards or settlements, (iii) all amendments, supplements, modifications, renewals and extensions thereof now existing or hereafter made, (iv) the right to amend, supplement, modify, waive, extend, renew or cancel

ⓧ recorded June 3, 1996, as Document No. 9804/361,

such Leases, (v) any and all guarantees of any lessee's obligations under any such Lease, (vi) the rights of Owner to collect, receive, hold and apply all bonds and security in all of said Leases provided to be furnished to Owner thereunder, (vii) the rights of Owner to enforce any and all of the agreements, terms, covenants and conditions in all of said Leases and to give notices, consents, releases and waivers thereunder, (viii) the right, in accordance with Section 2.8 of the Indenture, to consent to the rejection of any offer made pursuant to the Master Lease to purchase any Mortgaged Property, and the right, in accordance with Sections 3.3, 3.4 and any other provision of the Master Lease relating to substitution, to consent to any offer made pursuant to the Master Lease to substitute any property, (ix) the right and power (which right and power are coupled with an interest) upon the purchase by Tenant of the interest of Owner in any Mortgaged Property pursuant to the Master Lease or upon the substitution by Tenant of any property pursuant to the Master Lease to execute and deliver as irrevocable agent and attorney-in-fact of Owner an appropriate deed or other instrument necessary to convey the interest of Owner therein and, in connection with any such purchase or substitution, an appropriate supplement to the Indenture, Master Lease, this Assignment, and any other Operative Document, or to pay over or assign to such purchaser those sums to which it is entitled if such purchaser becomes obligated to purchase the interest of Owner in any Mortgaged Property, and to perform all other necessary or appropriate acts as said agent and attorney-in-fact with respect to any such purchase or substitution and conveyance, as the case may be (upon the failure of Owner to execute and deliver such deeds, supplements and other instruments), (x) the right to perform all other necessary or appropriate acts as said agent and attorney-in-fact with respect to any purchase or substitution and conveyance referred to in clause (ix) above, (xi) the right to make all waivers and agreements, (xii) the right to give all notices, consents, releases and other instruments, (xiii) the right to give all notices of default and to take all action upon the happening of a default under the Master Lease, including the commencement, conduct and consummation of proceedings as shall be permitted under any provision of the Master Lease, or by law or in equity, subject to the cure rights contained in Section 4.5(c) of the Indenture, (xiv) the right to receive all notices sent to Owner, as lessor under the Master Lease, and (xv) the right to do any and all other things whatsoever which Owner or any lessor is or may be entitled to do under the Master Lease; and, further, together with all Property Income, it being understood that the assignment herein, and the definition of Property Income, shall not include the Excepted Payments and it being further understood that Owner shall be entitled to all Excess Property Income, subject to and in accordance with Section 2.19(b) of the Indenture;

PROVIDED, HOWEVER, that (A) so long as no Event of Default shall have occurred and be continuing (1) Owner exclusively shall have the right to (a) exercise the rights of the Landlord pursuant to Sections 3.6 and 3.8 of the Master Lease with respect to repairs, restorations and alterations which do not constitute Material Alterations (except where the provisions of said Sections specifically require the consent or action of Lender), (b) enter into easements, restrictive covenants and other encumbrances with respect to the Mortgaged Property so long as the provisions of Section 2.11 of the Indenture and Section 3.10 of the Master Lease are complied with, and (c) accept or reject any Rejectable Offer so long as the provisions of

Section 2.8 of the Indenture are complied with, and (2) subject to the proviso set forth below, (x) Owner, with the prior written consent of Lender, shall have the right to exercise the rights of Landlord pursuant to Sections 3.6 and 3.8 of the Master Lease relating to Material Alterations and Structural Work, Section 3.7 of the Master Lease relating to insurance, Sections 4.1 and 10.3 of the Master Lease relating to assignment, subletting and changes in the ownership of Tenant, and Sections 3.3, 3.4 and any other section of the Master Lease relating to substitution, and (y) each of Lender and Owner shall have the rights to (a) request and receive estoppel certificates and financial information pursuant to Section 6.2 of the Master Lease, (b) enforce Tenant's obligations under the Master Lease (provided that such enforcement will not cause a termination of either thereof or include the exercise of remedies under the Master Lease without the consent of Lender), (c) give notices under the Master Lease (provided that no such notices shall waive any provisions of the Master Lease, or terminate or otherwise modify the Master Lease), and (d) receive all notices given under the Master Lease provided, further, however, that Lender shall have and hereby retains the exclusive right (i) to determine any Landlord action to be taken under the Master Lease in the event of any disagreement between Owner and Lender with respect to any consent, waiver, modification, amendment or other action to be taken in connection with (1) any of the economic terms of the Master Lease including, without limitation, any definition or schedule affecting the economics of the Master Lease, the amount and timing of payments of Basic Rent, Stipulated Loss Values and purchases prices under the Master Lease, the mechanics and conditions of Rejectable Offers, Rejectable Substitution Offers, the Purchase Option and the FMV Purchase Option and provisions relating to assignment, subletting and merger, consolidation or sale of assets and (2) any other provision of the Master Lease which Lender in good faith believes may have a material adverse effect on Lender, the value of the Mortgaged Property or the other Operative Documents and (ii) to exercise any and all remedies of the Landlord under the Master Lease during the continuance of an Event of Default and provided, further, however, that neither Owner nor Lender without the prior written consent of the other party may waive any event which, with notice or passage of time or both would constitute an Event of Default under the Master Lease.

PROVIDED, FURTHER HOWEVER, that:

(B) So long as no Event of Default shall have occurred and be continuing and except as otherwise expressly set forth herein or in the Master Lease, Owner, with the prior written consent of Lender, acting on its initiative or at the request of Lender, in any event shall have the right to exercise any election or option or to make any decision or determination or to give any notice, consent, waiver or approval or to take any other action under or in respect of the Master Lease; provided, however, that, except insofar as the same relates solely to Excepted Payments with respect to which Owner is exclusively entitled to make all decisions, neither Owner nor Lender shall unreasonably withhold or delay its consent if either thereof has requested the same with respect to any of the foregoing.

(C) So long as no Event of Default has occurred and is continuing other than an Event of Default caused solely by a Lease Event of Default, Owner shall retain, to the exclusion of Lender, the right (I) to accept or reject a Rejectable Offer, subject to compliance with the provisions of Section 2.8 of the Indenture, (II) to take any action with respect to purchase options and/or renewal options under the Master Lease, subject to compliance with the provisions of the Indenture with respect thereto, including, but not limited to, the determination of fair market value, fair market rental value or remaining useful life of the Mortgaged Property made in connection therewith and (III) to select accountants, engineers, counsel or appraisals required in connection with the Master Lease.

(D) During the continuance of any Event of Default caused solely by a Lease Event of Default (and only during such period as all payments due under the Note are being paid in full), Owner shall have the right, subject to the exceptions and limitations set forth in clauses (A), (B) and (C) above, on a nonexclusive basis with Lender (but subject to Section 4.5(c) of the Indenture), (i) to enforce any covenant or obligation (including obligations in respect of the payment of Rent) of Tenant under the Master Lease, (ii) to declare the Master Lease in default although no remedies may be exercised thereunder by Owner without the prior written consent thereto of Lender, (iii) to give or receive any notice, consent, opinion, document, information, estoppel certificate, waiver, approval or make any determination under the Master Lease, subject in each case to the applicable provisions of clauses (A), (B) and (C) above, and (iv) to determine the fair market value or the fair market rental value of the Mortgaged Property in connection with purchase options and renewal options under the Master Lease (but not in connection with determining liquidated damages under the Master Lease after an Event of Default, which right shall belong exclusively to Lender), provided that any amount obtained by Owner as a consequence of any of the above actions which is payable to Lender or to which Lender is entitled shall (apart from Excepted Payments) be paid directly to Lender or, in the event received by Owner, shall be received for the benefit of, and immediately paid over to, Lender.

(E) Notwithstanding the foregoing clauses (A) through (D), during the continuance of any Event of Default caused solely by a Lease Event of Default (during which period the payments due under the Note are delinquent), Lender shall be entitled to exclusively exercise all rights of Owner relating to the Master Lease.

(F) Notwithstanding the foregoing clauses (A) through (D), but subject to clause (G), during the continuance of any Event of Default not caused by a Lease Event of Default, Lender shall be entitled to exclusively exercise all rights of Owner relating to the Master Lease.

(G) Notwithstanding the foregoing clauses (E) and (F), Owner shall at all times retain the right, on a nonexclusive basis with Lender, to (i) receive from Tenant any notices, certificates or other reports which Tenant shall provide pursuant to the Master Lease, (ii) make

any inspection of the Mortgaged Property permitted under the Master Lease, and (iii) give any notice of default for nonpayment of Basic Rent or Additional Rent.

II. All of the right, title and interest of Owner in and to (1) that certain Lease Guaranty of even date herewith (together with all amendments and supplements thereto, the "Master Lease Guaranty") from ACCOR as guarantor (together with its permitted successors and assigns, "Lease Guarantor") made for the benefit of Owner, its successors and assigns, (2) that certain Residual Value Policy issued in connection with the Mortgaged Properties (together with all endorsements, schedules, amendments and supplements thereto, and any replacement thereof or such policy in accordance with the Indenture, the "Residual Value Policy") issued by R.V.I. America Insurance Company, a Connecticut insurance company (together with its permitted successors and assigns, the "Residual Value Insurer"); (3) Owner's title insurance policies with respect to the Real Property (collectively with the Leases, the "Assigned Contracts"), in each case together with (i) all payments and other amounts due to Owner thereunder, (ii) the rights to sue for, collect and receive payments and performance thereunder, (iii) all amendments, supplements, modifications, renewals and extensions thereof now existing or hereafter made, (iv) the right to amend, supplement, modify, waive, extend, renew or cancel each such Assigned Contract, (v) the rights of Owner to collect, receive, hold and apply all bonds and security to be furnished to Owner thereunder, (vi) the rights of Owner to enforce any and all of the agreements, terms, covenants and conditions, to receive all notices and other communications thereunder and to give notices, consents, releases and waivers thereunder, including, without limitation, the right to give all notices of default and to take all action upon the happening of a default, including the commencement, conduct and consummation of proceedings as shall be permitted under any provision of any Assigned Contract or by law or in equity, and the right to do any and all other things whatsoever which Owner is or may be entitled to do under any Assigned Contract, provided, however, so long as no Event of Default shall have occurred and be continuing, Owner, acting on its own initiative or at the request of Tenant or Lender and, in any event, with the prior written consent of Lender, shall have the right to exercise any election or option or to make any decision or determination or to give any notice, consent, waiver or approval or to take any other action under or in respect of any Assigned Contract; provided, however, that neither Owner nor Lender shall unreasonably withhold or delay its consent if either thereof has requested the same with respect to any of the foregoing and, provided, further, however, that notwithstanding the prior two provisions, except as otherwise expressly provided in the next sentence, Lender shall have and hereby retains the exclusive right (i) to determine any action to be taken under the Loss Payee Endorsement, (ii) determine any action to be taken under any other Assigned Contract in the event of any disagreement between Owner and Lender with respect thereto, (iii) in all events to call any event of default thereunder, and (iv) to waive any event which, with notice or passage of time or both would constitute an event of default thereunder, and (v) so long as any Event of Default shall have occurred and be continuing, Lender shall have and hereby retains the exclusive right to exercise any and all rights and remedies of Owner under the related Assigned Contract. Notwithstanding clause (ii), clause (iii) or clause (iv) of the last proviso of the immediately preceding sentence, Owner and

Lender agree that either Owner or Lender or both may call a default under the Master Lease Guaranty and neither Owner nor Lender without the prior written consent of the other party may waive any event which, with notice or passage of time or both would constitute an event of default under the Master Lease Guaranty.

THIS ASSIGNMENT is a present and irrevocable assignment and not an assignment for additional security only. Owner agrees to execute and deliver to Lender such additional instruments, in form and substance satisfactory to Lender, as may be requested by Lender to further evidence and confirm this Assignment.

Owner hereby covenants and warrants to Lender that Owner has not executed any prior assignment of the Leases, any other Assigned Contract or the Property Income, nor has Owner performed any act or executed any other instrument which might prevent Lender from exercising or enforcing any of the terms and conditions of this Assignment or which would limit Lender in such exercise or enforcement; and Owner further covenants and warrants to Lender that the Leases and each other Assigned Contract are in full force and effect and there are no defaults now existing under any of the Leases or under any other Assigned Contract and no Property Income has been collected in advance of the date due. Lender shall have the right, but shall not have the obligation, at Owner's expense, to cure any default by Owner under any of the Leases or under any other Assigned Contract upon at least ten (10) days prior written notice to Owner, provided, however, that no such notice shall be required in the event of any emergency situation which in Lender's judgment may have an adverse effect on (i) the value of the Mortgaged Property or any portion thereof, (ii) the Leases, any other Assigned Contract or this Assignment, or (iii) the health and safety of any person in, on or around the Mortgaged Property or any part thereof.

Except as expressly permitted by the Indenture or as expressly permitted above, Owner will not enter into any agreement or make any waiver subordinating, amending, modifying, extending, or terminating the Master Lease or any other Assigned Contract without the prior written consent thereto of Lender, and, if requested by Lender, evidence in writing from the Rating Agencies that any such action shall not result in a withdrawal, qualification or downgrade of any then current ratings for any Securities issued in connection with any Secondary Market Transaction in which the Loan is included, and any such attempted subordination, amendment, modification, extension or termination without such consent shall be void. If the Master Lease, any other Assigned Contract or this Assignment shall be amended, it shall continue to be subject to the provisions hereof without the necessity of any further act by any of the parties hereto. Upon request of any party, the other parties will execute, acknowledge and deliver a confirmation that the Master Lease or any other Assigned Contract, as so amended, remains subject hereto. Owner hereby acknowledges receipt of the Tenant Consent, consents to the provisions thereof, and agrees to be bound thereby. Owner further covenants with Lender (1) to observe and perform all the material obligations imposed upon the Owner under the Leases under any other Assigned Contract and under this Assignment and not to do or permit to be done anything to impair the security thereof; (2) not



to collect any of the Property Income more than thirty (30) days in advance of the time when the same shall become due and not to execute any other assignment of Owner's interest in the Leases or assignment of rents arising or accruing from the Leases or Owner's interest in any other Assigned Contract or otherwise with respect to the Real Property or Property Income except for this Assignment and the Indenture; none of the foregoing shall be done or suffered to be done without in each instance obtaining the prior written consent of Lender, and any of such acts done without the prior written consent of Lender shall be null and void; (3) at Lender's request, to execute a confirmation agreement, confirming the assignment and transfer to Lender of any and all Leases and under any other Assigned Contract entered into after the date hereof; and (4) to execute and deliver, at the request of Lender, all such further assurances and assignments with respect to the Real Property as Lender shall from time to time reasonably require to implement the terms of this Assignment.

THIS ASSIGNMENT is made on the following terms, covenants and conditions:

1. Owner hereby designates Lender to receive all payments of Basic Rent, Additional Rent, Stipulated Loss Value, purchase prices, Make-Whole Premiums, Loss Proceeds and other sums payable to Owner under the Master Lease and under any other Assigned Contract (but not Excepted Payments and amounts payable to third parties other than Owner thereunder or as a result of the assignment), and to receive (in addition to, and not to the exclusion of, Owner) duplicate originals of all notices, undertakings, demands, statements, documents, financial statements and other communications which Tenant is required or permitted to give, make, deliver to or serve pursuant to the Master Lease or any party (other than Owner) is required or permitted to give, make, deliver to or serve pursuant to any other Assigned Contract. Owner hereby directs Tenant and each party other than Owner under any other Assigned Contract to deliver to Lender, at its address set forth above or at such other address or to such other Person as Lender shall designate, all such payments, sums and duplicate originals of all such notices, undertakings, demands, statements, documents, financial statements and other communications, and no delivery thereof by Tenant shall be of any force or effect unless, in the case of such payments and sums, made to Lender and, in the case of such notices, undertakings, demands, statements, documents and other communications, made to Owner and also made to Lender, in each case, as herein provided.

2. Without limiting Lender's rights contained in the Indenture and any other Loan Document and subject to Owner's rights set forth in Article 4 of the Indenture, following the occurrence and during the continuance of an Event of Default, Lender, without in any way waiving such Event of Default, at its option, without notice and without regard to the adequacy of the security for the Indebtedness, either in person or by agent, upon bringing an action or proceeding, or by a receiver appointed by a court, may take possession of all or any portion of the Real Property and have, hold, manage, lease and operate the same on such terms and for such period of time as Lender may deem proper. Owner hereby consents to the possession and to the appointment of a receiver after the occurrence and during the continuance of an Event of Default if Lender believes it is necessary or desirable to enforce Lender's rights under this

Assignment. Lender, either with or without taking possession of said Real Property in its own name, may (in addition to any other remedies allowed hereunder or under the other Loan Documents) demand, sue for or otherwise collect and receive all Property Income, including any Property Income past due and unpaid, and shall have the right to apply such Property Income to the payment of: (a) all expenses of managing the Real Property, including, without limitation, the salaries, fees and wages of any managing agent and such other agents, independent contractors or employees as Lender may deem reasonably necessary and all expenses of operating and maintaining the Real Property, including, without limitation, all taxes, charges, claims, assessments, water rents, sewer rents and any other liens, and premiums for all insurance which are due and payable and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Real Property; and (b) the Indebtedness, together with all costs and attorneys' fees, in such order or priority as Lender may elect. The exercise by Lender of the option granted it in this Paragraph 2 and the collection of the Property Income and the application thereof as herein provided shall not be considered a waiver of any Event of Default or of any default or event of default under any Operative Document. Owner agrees that the exercise by Lender of one or more of its rights and remedies hereunder shall in no way be deemed or construed to make Lender a mortgagee in possession unless and until such time as Lender takes actual possession of the Real Property.

3. All security deposits of tenants or other deposits or reserves of any party with respect to an Assigned Contract) and all proceeds paid or other payments made by the Residual Value Insurer with respect to the Residual Value Policy, whether held in cash or any other form, shall be treated by Owner as trust funds, and shall not be commingled with any other funds of Owner. Any bond or other instrument which Owner is permitted to hold in lieu of cash security or other deposits under applicable legal requirements shall be maintained in full force and effect unless replaced by cash deposits as hereinabove described, shall be issued by an entity reasonably satisfactory to Lender, shall, if permitted pursuant to applicable legal requirements, name Lender as payee or beneficiary thereunder (or at Lender's option, be fully assignable to Lender) and shall, in all respects, comply with applicable legal requirements and otherwise be reasonably satisfactory to Lender. Owner shall, upon request, provide Lender with evidence reasonably satisfactory to Lender of Owner's compliance with the foregoing. Following the occurrence and during the continuance of any Event of Default, Owner shall, upon Lender's request, if permitted by applicable legal requirements, promptly turn over to Lender the security deposits and any other deposits and reserves (and any interest therefore earned thereon), to be held by Owner subject to the terms of the Leases and any other applicable Assigned Contract. Owner shall promptly upon receipt thereof, if any, turn over to Lender any proceeds or other payments received from Residual Value Insurer pursuant to the Residual Value Policy, which proceeds shall be applied by Lender as provided in the Indenture.

4. Lender shall not be liable for any loss sustained by any Person resulting from Lender's failure to let the Real Property or any portion thereof after the occurrence of an Event

of Default or from any other act or omission of Lender either in collecting the Property Income or, if Lender shall have taken possession of all or any portion of the Real Property, in managing all or any portion of the Real Property after any such Event of Default. Lender shall not be obligated to perform or discharge, nor does Lender hereby undertake to perform or discharge, any obligation, duty or liability of Owner under any Lease or under any other Assigned Contract or under or by reason of this Assignment, and Owner shall, and does hereby agree to, indemnify Lender for, and to hold Lender harmless from, any and all liability, loss or damage which may or might be incurred under said Leases or under any other Assigned Contract or under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said Leases or under any other Assigned Contract (collectively, the "Claims"), except to the extent such Claims are a direct result of Lender's gross negligence, willful misconduct or bad faith. Should Lender incur any such liability under said Leases or under any other Assigned Contract or under or by reason of this Assignment or in defense of any such claims or demands, Owner shall reimburse Lender therefor, including, without limitation, its costs, expenses and reasonable attorneys' fees, within five (5) Business Days after demand, and upon the failure of Owner to do so Lender may, at its option, exercise Lender's remedies under the Indenture or under any other Loan Document. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of all or any portion of the Real Property upon Lender, nor for the carrying out of any of the terms and conditions of any Lease or under any other Assigned Contract; nor shall it operate to make Lender responsible or liable for any waste committed on the Real Property by the tenants or any other parties, or for any dangerous or defective condition affecting any portion of the Real Property, or for any negligence in the management, upkeep, repair or control of the Real Property resulting in loss or injury or death to any tenant, licensee, invitee, employee, stranger or any other Person.

5. While the assignment made in this Assignment is present, direct and continuing, the execution and delivery hereof shall not in any way impair or diminish the obligations of Owner under the provisions of any Lease or any other Assigned Contract nor shall any of the obligations contained in any Lease or any other Assigned Contract be imposed upon Lender. Upon payment in full of the Indebtedness, said assignment and all rights herein assigned to Lender shall cease and terminate and all the estate, right, title and interest of Lender in and to the above-described assigned property shall revert to Owner, and Lender shall, at the request of Owner, deliver to Owner an instrument in recordable form canceling this Assignment and reassigning to Owner the above-described assigned property.

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

7. Owner agrees that it will, upon an Event of Default, at the request therefor by Lender, deliver to Lender an executed counterpart of each and every Lease and any other Assigned Contract then affecting all or any part of the Real Property.

8. Wherever used, the singular (including, without limitation, the term "Lease") shall include the plural, and the use of any gender shall apply to all genders.

9. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Lender of any of Lender's rights and remedies under this Assignment, the Loan Agreement, the Note, the Indenture or any other Loan Document. This Assignment is made and accepted without prejudice to any of such rights and remedies possessed by Lender to collect the Indebtedness and to enforce any security therefor held by it, and said rights and remedies may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

10. Unless expressly provided otherwise in this Assignment, all notices, consents, approvals and requests required or permitted hereunder shall be given in accordance with the terms of the Indenture.

11. The covenants and obligations herein undertaken by Owner shall be binding upon the successors and assigns of Owner and the rights and benefits herein conferred upon Lender shall inure to the benefit of its successors and assigns. No consent by Owner shall be required for any assignment or reassignment of the rights of Lender under this Assignment to any purchaser of all or any interest or portion of the Loan, including, without limitation, in connection with any securitization.

12. The terms and provisions of Section 4.3(z) of the Indenture are hereby incorporated herein by reference so that the rights of Lender against Owner shall be limited in accordance with the provisions contained therein.

13. If Owner consists of more than one Person or party, the obligations and liabilities of each such Person or party hereunder shall be joint and several.

14. This Assignment and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the State where the Mortgaged Property is located applicable to contracts made and performed in such State. Owner hereby unconditionally and irrevocably waives any claim to assert that the law of any other jurisdiction governs this Assignment.

15. This Assignment cannot be altered, amended, modified or discharged orally and no executory agreement shall be effective to modify or discharge it in whole or in part, unless in writing and signed by the party against which enforcement is sought and by Lender.

16. If any one or more of the provisions contained in this Assignment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Assignment, but this Assignment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

17. This Assignment may be executed in two or more counterparts and shall be deemed to have become effective when and only when one or more of such counterparts shall have been signed by or on behalf of each of the parties hereto (although it shall not be necessary that any single counterpart be signed by or on behalf of each of the parties hereto, and all such counterparts shall be deemed to constitute but one and the same instrument), and shall have been delivered by each of the parties to each other.

18. [Intentionally Omitted]

19. Lender acknowledges and agrees that the Master Lease shall be recorded prior to this Assignment. So long as no Lease Event of Default exists and is continuing, Lender shall not join Tenant nor any sublessee as a defendant in any action to foreclose upon the Mortgaged Property and, upon foreclosure of all or any portion of the Mortgaged Property by judicial proceedings or otherwise, neither the related Trustee, if applicable, nor Lender shall be entitled nor shall seek to terminate the Master Lease or any sublease provided that Tenant, from and after the date of such succession, attorns to Lender, or any transferee of the Mortgaged Property by foreclosure or by transfer in lieu of foreclosure, from or after the date of such succession, under the then executory terms of the Master Lease.

20. All notices, consents, approvals and requests required or permitted hereunder shall be given in writing and shall be effective for all purposes if hand delivered or sent by (i) certified or registered United States mail, postage prepaid, return receipt requested, or (ii) expedited prepaid delivery service, either commercial or United States Postal Service, with proof of attempted delivery, in each case addressed as shown below, or (iii) by facsimile to the facsimile numbers shown below followed by notice sent in accordance with clause (ii) to the addresses shown below [and for any Mortgaged Property located in New Mexico, also by regular first class United States mail, postage prepaid]:

If to Lender: Nomura Asset Capital Corporation  
Two World Financial Center  
Building B  
New York, NY 10281  
Attention: Barry Funt, Esq.  
Fax No: (212) 667-1567

with a copy to: Nomura Asset Capital Services LLC  
600 E. Las Colinas Blvd., Suite 1300  
Irving, Texas 75039  
Attention: Legal Department  
Fax No.: (972) 401-8554

with a copy to: Day, Berry & Howard LLP  
260 Franklin Street  
Boston, Massachusetts 02110  
Attention: Cynthia J. Williams, Esq.  
Fax No: (617) 345-4745

If to Owner: M-Six Limited Partnership  
c/o Wilmington Trust Company  
1100 North Market Street  
Rodney Square North  
Wilmington, Delaware 19890  
Attention: Corporate Trust Administration  
Fax No: (302) 651-8882

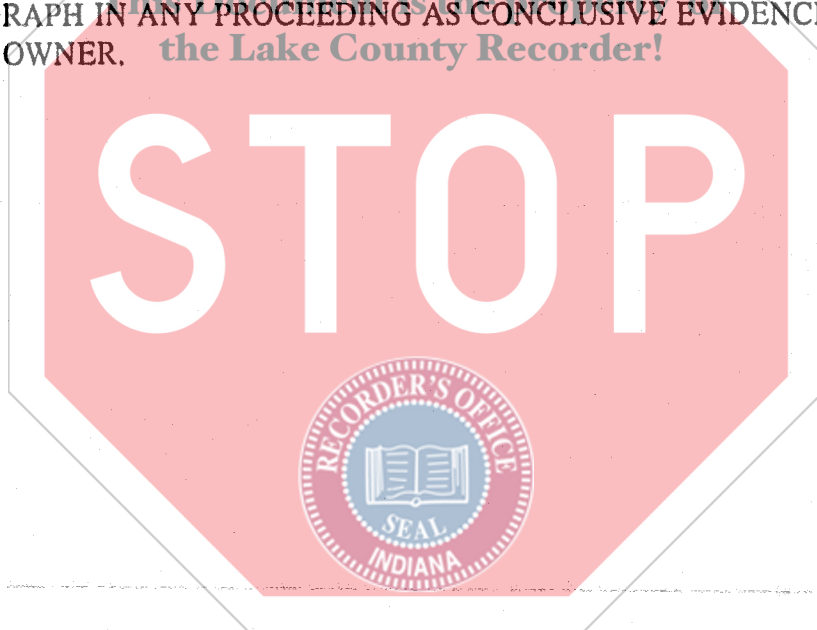
with a copy to: M-Six Limited Partnership  
c/o U.S. Realty Advisors, LLC  
1370 Avenue of the Americas, 29th Floor  
New York, New York 10019  
Attention: David M. Ledy  
Fax No: (212) 581-4950

with a copy to: Proskauer Rose LLP  
1585 Broadway  
New York, New York 10036  
Attention: Perry Cacace, Esq.  
Fax No: (212) 969-2900

Such address or facsimile number may be changed by any party in a written notice to the other parties hereto in the manner provided for in this Section. A notice shall be deemed to have

been given: in the case of hand delivery or delivery by regular first class United States mail, at the time of delivery; in the case of registered or certified mail, when delivered or the first attempted delivery on a business day; in the case of expedited prepaid delivery, upon the first attempted delivery on a business day; or in the case of facsimile delivery upon receipt noted on the copy of the facsimile notice retained in the records of the sender thereof. A party receiving a notice which does not comply with the technical requirements for notice under this paragraph 20 may elect to waive any deficiencies and treat the notice as having been properly given.

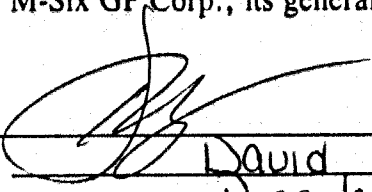
21. **WAIVER OF JURY TRIAL.** OWNER HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS ASSIGNMENT, THE LENDER OR THE OTHER LOAN DOCUMENTS OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY OWNER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO TRIAL BY JURY WOULD OTHERWISE ACCRUE. LENDER IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY OWNER.



IN WITNESS WHEREOF, the foregoing instrument has been executed by the undersigned as of the date above written.

M-SIX LIMITED PARTNERSHIP,  
a Delaware limited partnership

By: M-Six GP Corp., its general partner

By:   
Name: David Ledy  
Title: President



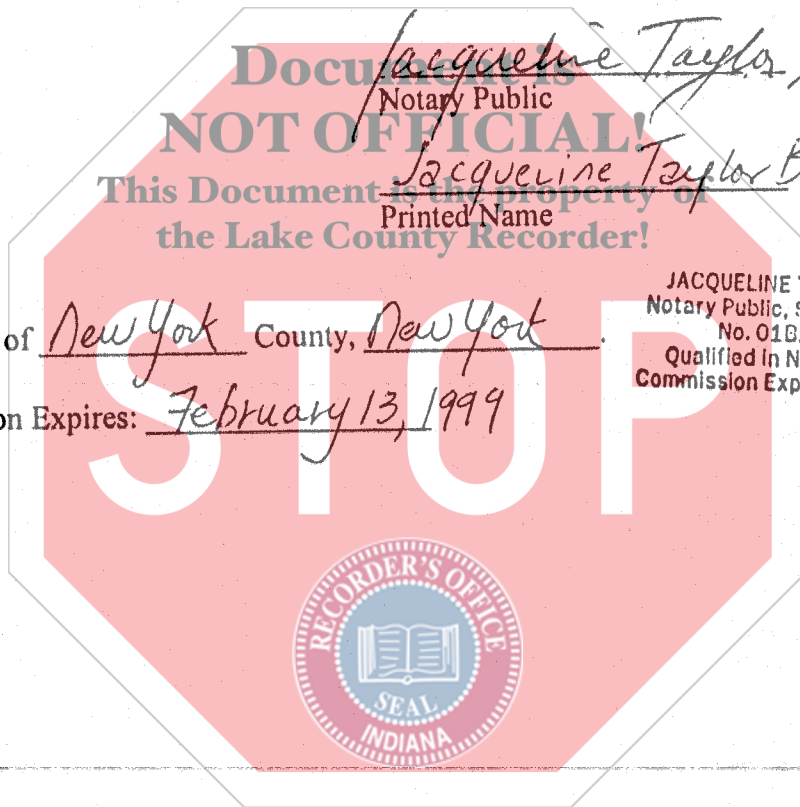
IN



STATE OF New York )  
 ) ss.  
COUNTY OF New York )

Before me, a Notary Public in and for the State of New York, personally appeared DAVID LEDY, the President of M-Six GP Corp., a Delaware corporation and the General Partner of M-Six Limited Partnership a Delaware limited partnership, who, having been first duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said corporation on behalf of said partnership, and stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 28 day of April, 1998.



Jacqueline Taylor Basker  
Notary Public

Jacqueline Taylor Basker  
Printed Name

JACQUELINE TAYLOR BASKER  
Notary Public, State of New York  
No. 01BA5039132  
Qualified in New York County  
Commission Expires Feb. 13, 1997

I am a resident of New York County, New York

My Commission Expires: February 13, 1999

This instrument was prepared by:  
Proskauer Rose LLP  
1585 Broadway  
New York, New York 10036  
Attention: Perry A. Cacace, Esq.

IN

IN WITNESS WHEREOF, the foregoing instrument has been executed by the undersigned as of the date above written.

ACREM LIMITED PARTNERSHIP,  
a Delaware limited partnership

By: Acrem GP Corp., its general partner

By: 

Name: David Kedy

Title: PRESIDENT

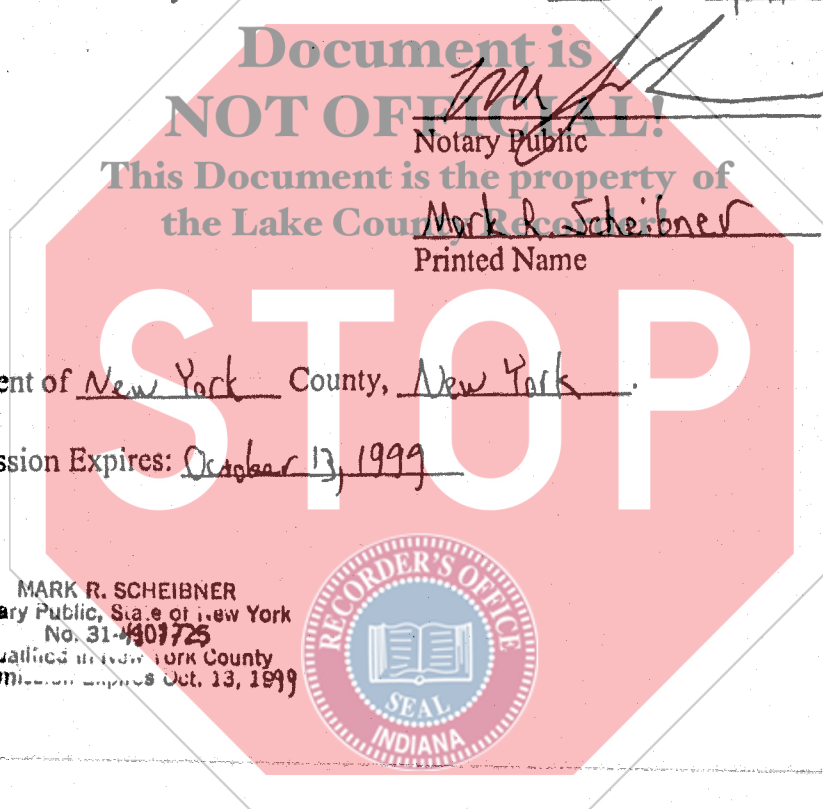


IN

STATE OF New York )  
 ) ss.  
COUNTY OF New York )

Before me, a Notary Public in and for the State of New York, personally appeared Dana M. Ledy, the President of ACREM GP Corp., a Delaware corporation and the General Partner of ACREM Limited Partnership a Delaware limited partnership, who, having been first duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said corporation on behalf of said partnership, and stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 26<sup>th</sup> day of April, 1998.



I am a resident of New York County, New York.

My Commission Expires: October 13, 1999

This instrument was prepared by:  
Proskauer Rose LLP  
1585 Broadway  
New York, New York 10036  
Attention: Perry A. Cacace, Esq.

IN

IN WITNESS WHEREOF, the foregoing instrument has been executed by the undersigned as of the date above written.

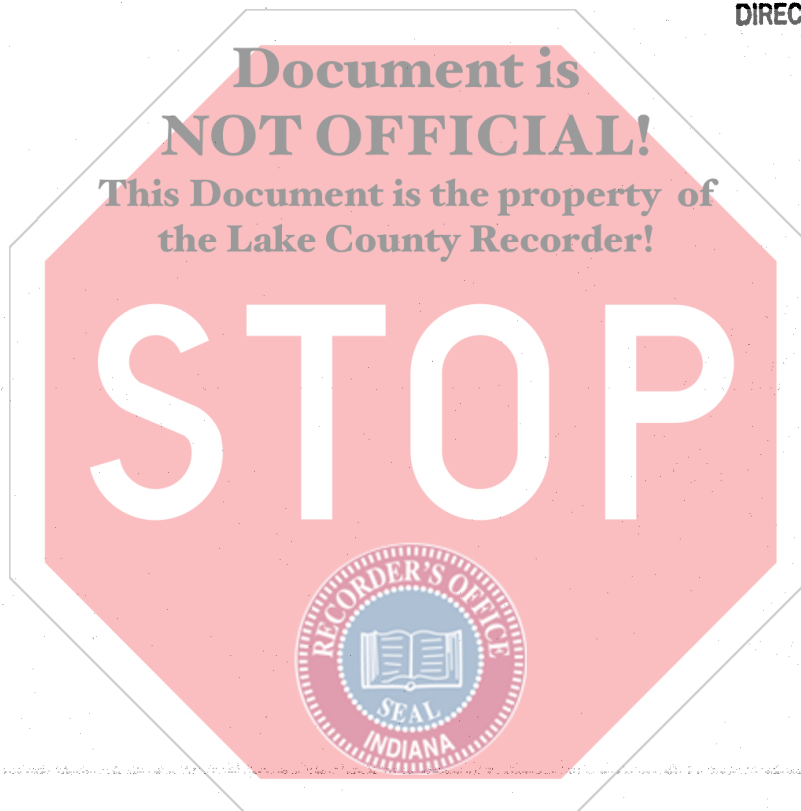
NOMURA ASSET CAPITAL CORPORATION,  
a Delaware corporation

By: Brett R. Kaplan

Print Name:

Title:

BRETT R. KAPLAN  
DIRECTOR



(General)

BOST01-50108953-1  
66843-00000  
April 24, 1998 9:38 pm

STATE OF NY )  
 ) ss.  
COUNTY OF NY )

Before me, a Notary Public in and for the State of NY, personally appeared Brett Kaplan, the Director of NOMURA ASSET CAPITAL CORPORATION, a Delaware corporation, who, having been first duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said NOMURA ASSET CAPITAL CORPORATION, a Delaware corporation, and stated that any representations contained therein are true.

Witness my hand and official seal this 28th day of April, 1998.

Document is NOT OFFICIAL!  
This Document is the property of the Lake County Recorder

(NOTARIAL SEAL)

Paul A. Rochlin  
Notary Public

Print Name: PAUL A. ROCHLIN

I am a resident of NEW YORK County, NEW YORK

My commission expires: 10/31/98



PAUL A. ROCHLIN  
Notary Public State of New York  
No. 31-5608500  
Qualified in New York County  
Commission Expires

10/31/98

IN

IN WITNESS WHEREOF, the foregoing instrument has been executed by the undersigned as of the date above written.

M-SIX LIMITED PARTNERSHIP,  
a Delaware limited partnership

By: M-Six GP Corp., its general partner

By: 

Name: David M. Hedy

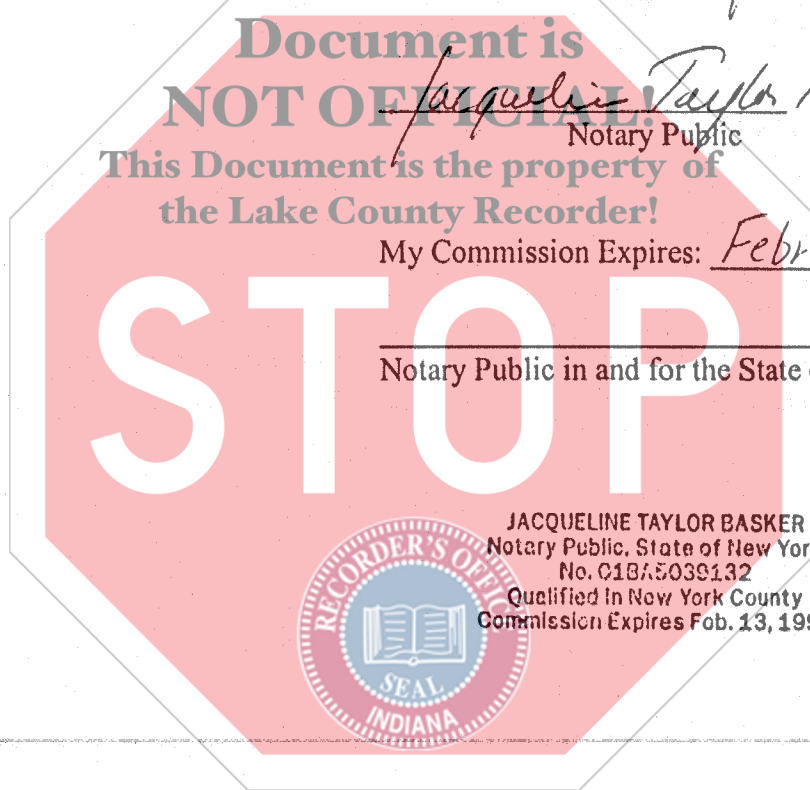
Title: Executive Vice - President



STATE OF New York )  
COUNTY OF New York ) ss.

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that DAVID LEDY, the PRESIDENT of M-SIX GP CORP., a Delaware corporation and the General Partner of M-Six Limited Partnership, a Delaware limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he executed the same as the free and voluntary act of said corporation on behalf of said partnership, for the uses and purposes therein set forth.

Given under my hand and official seal this 29 day of April, 1998.

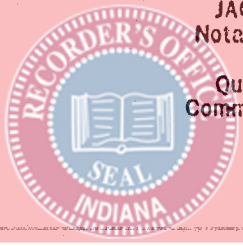


Jacqueline Taylor Basker  
Notary Public

My Commission Expires: February 13, 1999

Notary Public in and for the State of New York.

JACQUELINE TAYLOR BASKER  
Notary Public, State of New York  
No. 018A5039132  
Qualified in New York County  
Commission Expires Feb. 13, 1997



IL

IN WITNESS WHEREOF, the foregoing instrument has been executed by the undersigned as of the date above written.

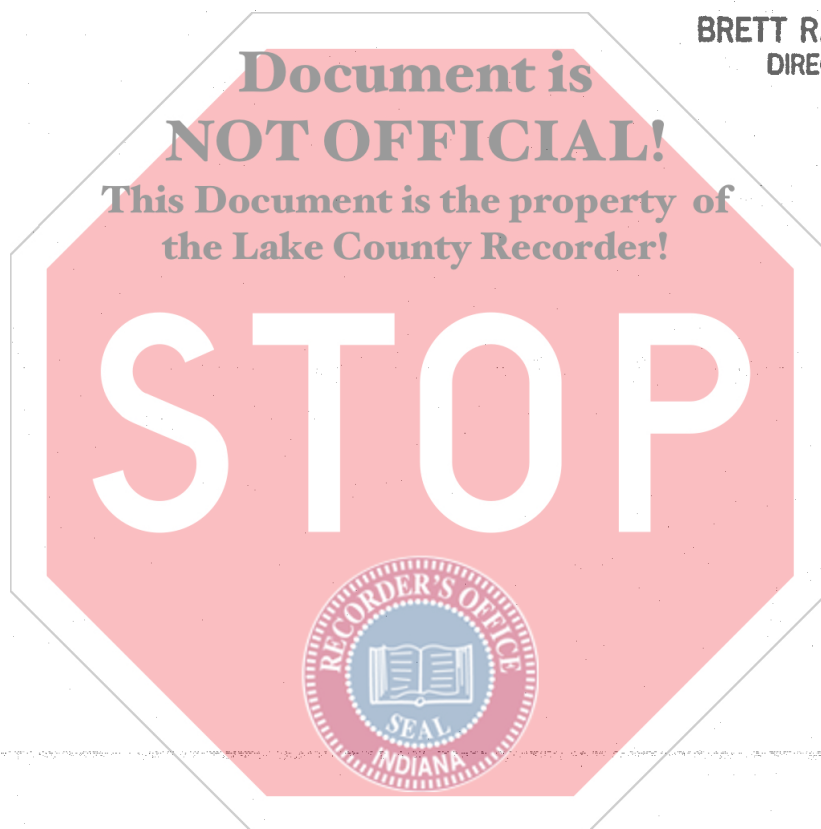
NOMURA ASSET CAPITAL CORPORATION,  
a Delaware corporation

By: Brett R. Kaplan

Print Name:

Title:

BRETT R. KAPLAN  
DIRECTOR



(General)

BOST01-50108953-1  
66843-00000  
April 24, 1998 9:38 pm



STATE OF NY )  
 ) ss.  
COUNTY OF NY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Brett Kaplan, the Director of NOMURA ASSET CAPITAL CORPORATION, a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he (she) executed the same as the free and voluntarily act of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 28<sup>th</sup> day of April, 1998.

the Lake County Recorder!

STOP

Paul A. Rochlin  
Notary Public

My Commission expires: 10/31/98  
PAUL A. ROCHLIN  
Notary Public, State of New York  
No 31-8608500  
Qualified in New York County  
Commission Expires 10/31/98

Notary Public in and for the State of NEW YORK

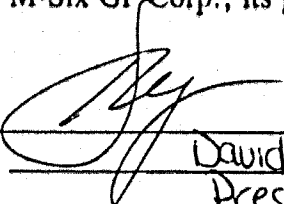


IL

IN WITNESS WHEREOF, the foregoing instrument has been executed by the undersigned as of the date above written.

M-SIX LIMITED PARTNERSHIP,  
a Delaware limited partnership

By: M-Six GP Corp., its general partner

By:   
Name: David Leddy  
Title: President

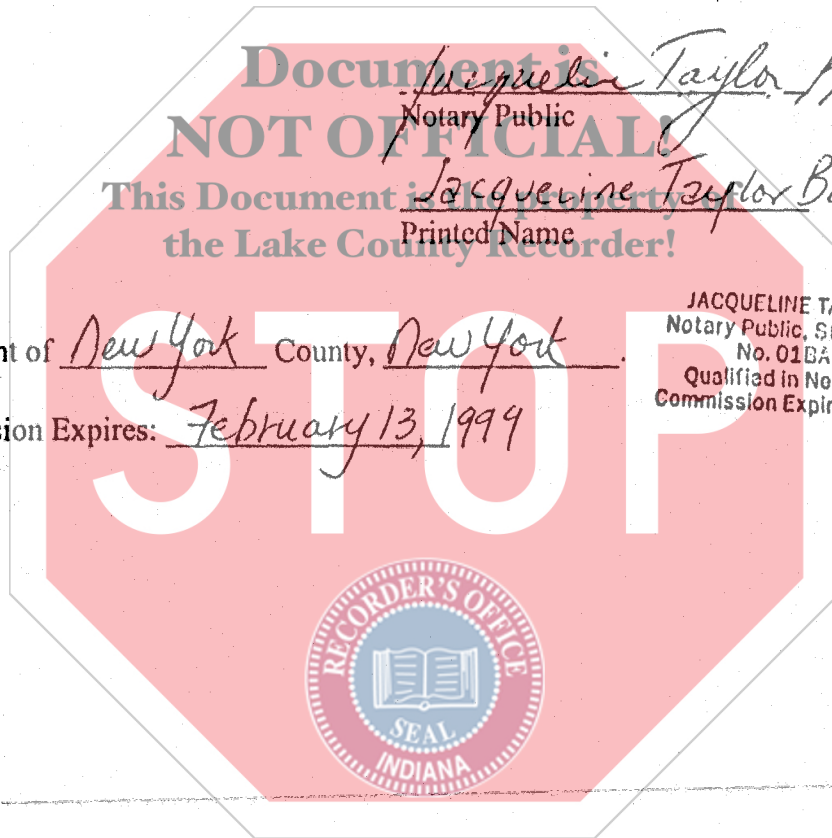


IN

STATE OF New York )  
 ) ss.  
COUNTY OF New York )

Before me, a Notary Public in and for the State of New York, personally appeared DAVID LEDY, the President of M-Six GP Corp., a Delaware corporation and the General Partner of M-Six Limited Partnership a Delaware limited partnership, who, having been first duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said corporation on behalf of said partnership, and stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 28 day of April, 1998.



Jacqueline Taylor Basker  
Notary Public  
Jacqueline Taylor Basker  
Printed Name

I am a resident of New York County, New York  
My Commission Expires: February 13, 1999

JACQUELINE TAYLOR BASKER  
Notary Public, State of New York  
No. 01BA5039132  
Qualified in New York County  
Commission Expires Feb. 13, 1999

This instrument was prepared by:  
Proskauer Rose LLP  
1585 Broadway  
New York, New York 10036  
Attention: Perry A. Cacace, Esq.

IN

STATE OF NY )  
 ) ss.  
COUNTY OF NY )

Before me, a Notary Public in and for the State of NY, personally appeared Brett Kaplan, the Director of NOMURA ASSET CAPITAL CORPORATION, a Delaware corporation, who, having been first duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said NOMURA ASSET CAPITAL CORPORATION, a Delaware corporation, and stated that any representations contained therein are true.

Witness my hand and official seal this 28th day of April, 1998.

**This Document is the property of  
the Lake County Recorder!**

(NOTARIAL SEAL)

Notary Public *Paul A. Rochlin*

Print Name: PAUL A. ROCHLIN

I am a resident of NEW YORK County, NEW YORK

My commission expires: 10/31/98



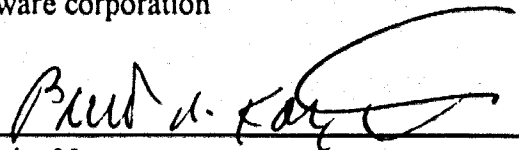
PAUL A. ROCHLIN  
Notary Public, State of New York  
No. 31-6608500  
Qualified in New York County  
Commission Expires

10/31/98

IN

IN WITNESS WHEREOF, the foregoing instrument has been executed under seal by the undersigned as of the date above written.

NOMURA ASSET CAPITAL CORPORATION, a  
Delaware corporation

By: 

Print Name:

**BRETT R. KAPLAN**  
**DIRECTOR**

Title:

(CORPORATE SEAL)



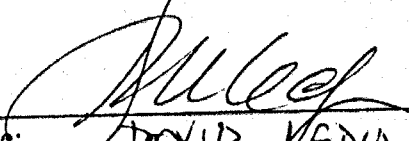
MA



IN WITNESS WHEREOF, the foregoing instrument has been executed by the undersigned as of the date above written.

M-SIX LIMITED PARTNERSHIP,  
a Delaware limited partnership

By: M-Six GP Corp., its general partner

By:   
Name: DAVID MEDUS  
Title: PRESIDENT



MA

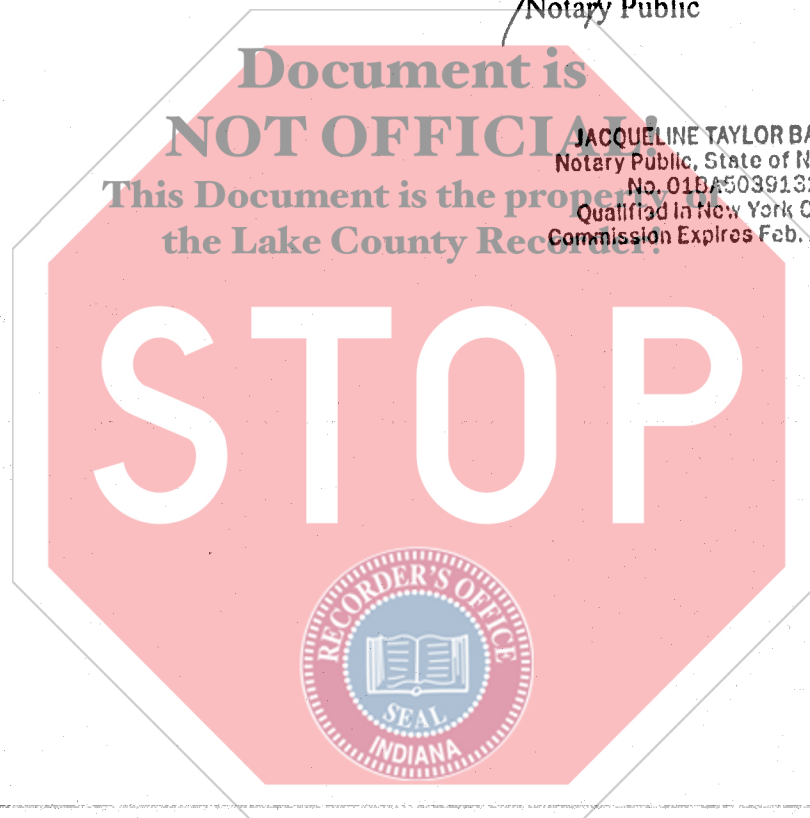
REALB/61131-001 NYLIB1/838426 v1

04/24/98 03:35 PM (10377)

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss.

Then personally appeared the above named DAVID LOPY, the President of M-Six GP Corp., a Delaware corporation and the General Partner of M-Six Limited Partnership, a Delaware limited partnership, and acknowledged the foregoing instrument to be the free act and deed of the corporation on behalf of the limited partnership.

Before me Jacqueline Taylor Basker  
Notary Public



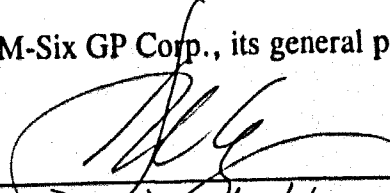
MA

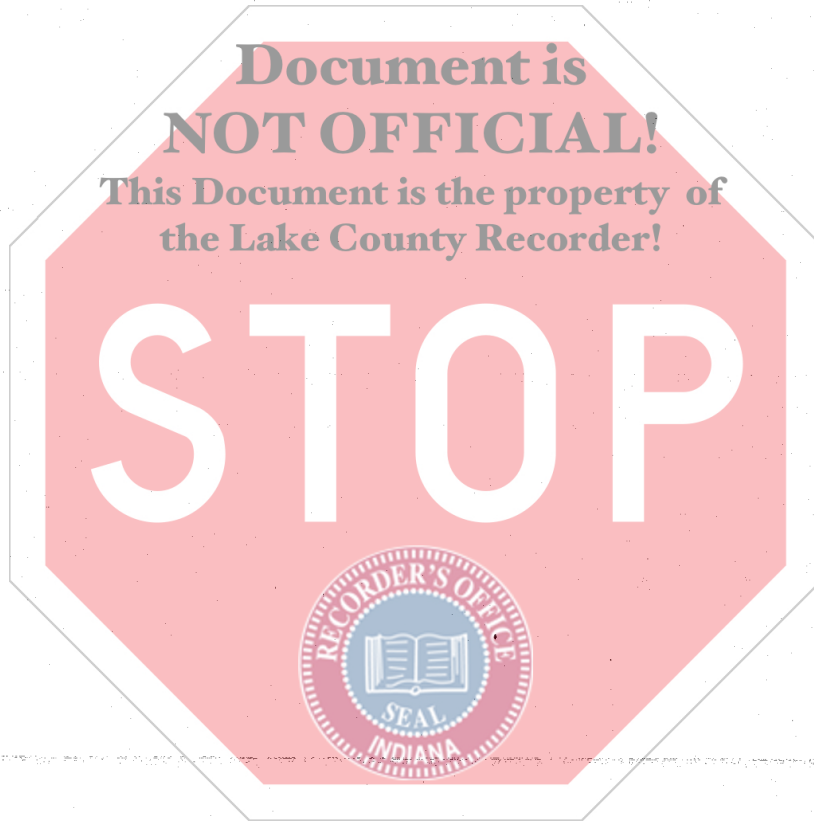


IN WITNESS WHEREOF, the foregoing instrument has been executed by the undersigned as of the date above written.

M-SIX LIMITED PARTNERSHIP,  
a Delaware limited partnership

By: M-Six GP Corp., its general partner

By:   
Name: David Oedy  
Title: President



OR

REAL8/61131-001 NYLIB1/838546 v1

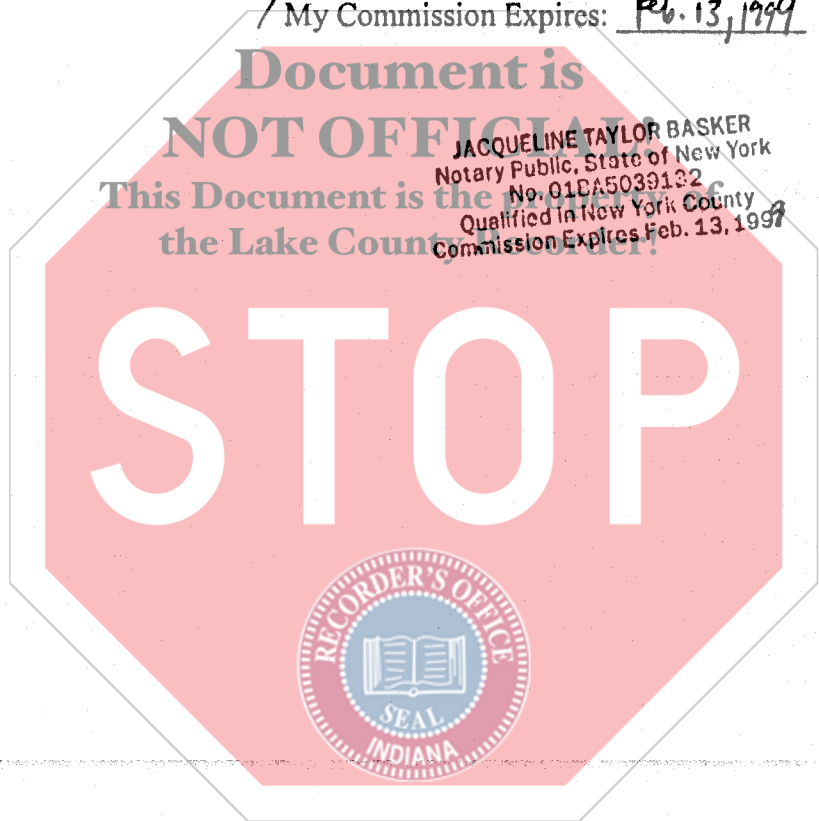
04/24/98 06:02 PM (10377)

STATE OF New York )  
 ) ss.  
COUNTY OF New York )

On this 24th day of April, 1998, personally appeared David Ledy,  
as president of M-Six GP Corp., a Delaware corporation and the General Partner of M-  
Six Limited Partnership, a Delaware limited partnership, and acknowledged the foregoing  
instrument to be his voluntary act and deed.

Before me:

Jacqueline Taylor Basker  
Notary Public for State of New York  
My Commission Expires: Feb. 13, 1999



OR

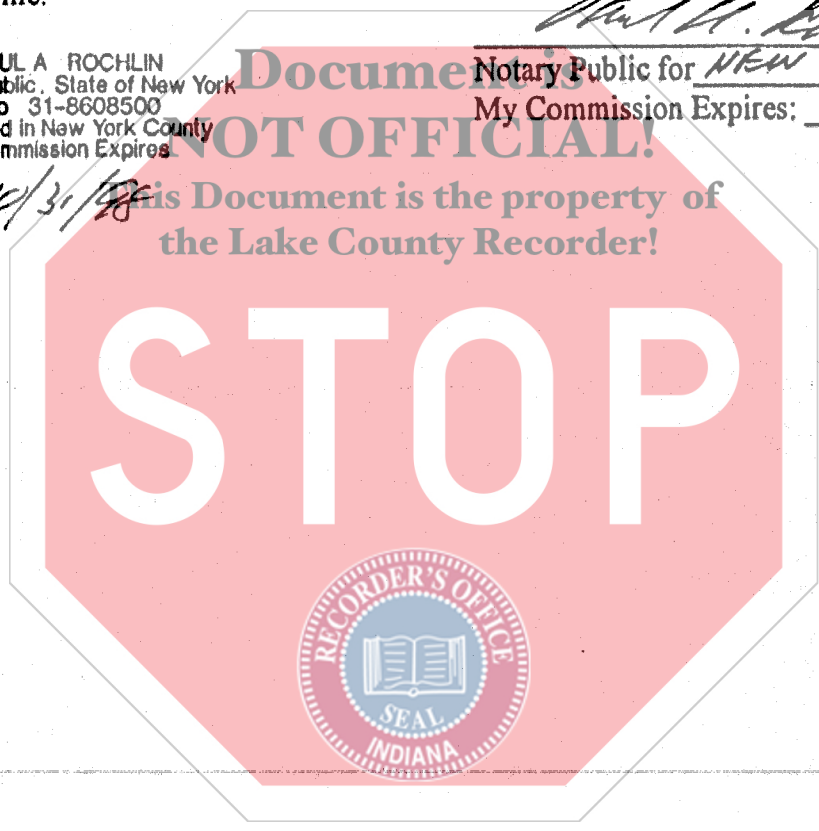
STATE OF New York )  
 ) ss.  
COUNTY OF New York )

On this 28th day of April, 1998, personally appeared Bett Kaplan  
as Director of NOMURA ASSET CAPITAL CORPORATION, a  
Delaware corporation, and acknowledged the foregoing instrument to be his/her voluntary act  
and deed.

Before me:

PAUL A. ROCHLIN  
Notary Public, State of New York  
No. 31-8608500  
Qualified in New York County  
Commission Expires: 10/31/98

Paul A. Rochlin  
Notary Public for NEW YORK  
My Commission Expires: 10/31/98



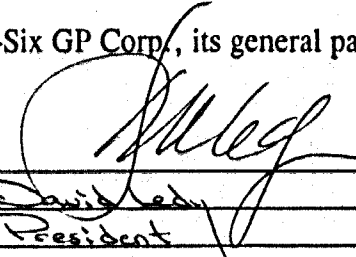
OR

IN WITNESS WHEREOF, the foregoing instrument has been executed by the undersigned as of the date above written.

[CORPORATE SEAL]

M-SIX LIMITED PARTNERSHIP, a Delaware limited partnership

By: M-Six GP Corp., its general partner

By:   
Name: David [unclear]  
Title: President



STATE OF New York )  
 ) ss.  
COUNTY OF New York )

On this 29 day of April, 1998, before me, the undersigned officer, personally appeared DAVID LEDY, who acknowledged himself to be the President of ACREM G.P. CORP., a Delaware corporation, the general partner of ACREM LIMITED PARTNERSHIP, a Delaware limited partnership, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein by signing the name of the corporation by himself as President.

In witness whereof, I hereunto set my hand and official seal.

(SEAL)

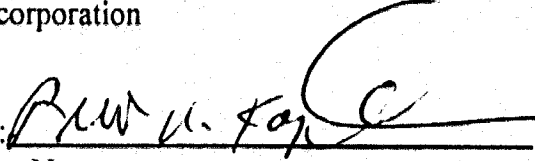


PA

IN WITNESS WHEREOF, the foregoing instrument has been executed by the undersigned as of the date above written.

NOMURA ASSET CAPITAL CORPORATION, a  
Delaware corporation

(CORPORATE SEAL)

By:   
Print Name: **BRETT R. KAPLAN**  
Title: **DIRECTOR**



PA

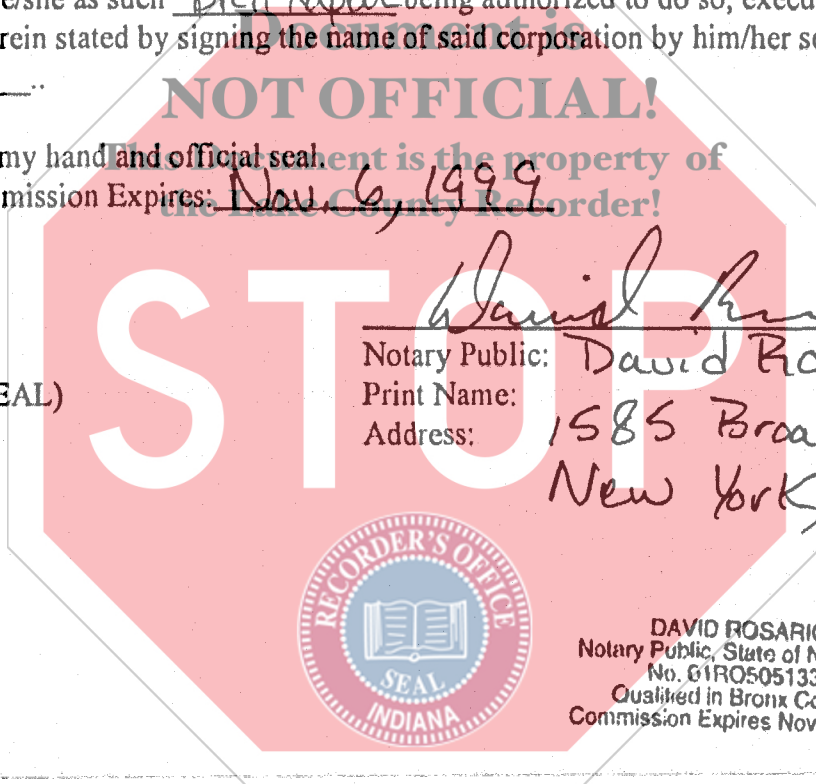
BOST01-50108977-1  
66843-00000  
April 24, 1998 10:54 pm

STATE OF New York )  
 ) ss.  
COUNTY OF New York )

On this 28<sup>th</sup> day of April, 1998, before me David Rosario, a Notary Public in and for said county and state, personally appeared Brett Kaplan, to me personally known, who, being by me duly sworn, did say that he/she is the Director of NOMURA ASSET CAPITAL CORPORATION, a Delaware corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed in behalf of said corporation by authority duly given, he/she acknowledged said instrument to be the free act and deed of said corporation, and acknowledged before me that he/she as such Brett Kaplan being authorized to do so, executed the same for the purposes therein stated by signing the name of said corporation by him/her self as Director.

Witness my hand and official seal  
My Commission Expires: Nov. 6, 1999

(NOTARIAL SEAL)



David Rosario  
Notary Public: David Rosario  
Print Name: David Rosario  
Address: 1585 Broadway  
New York, New York

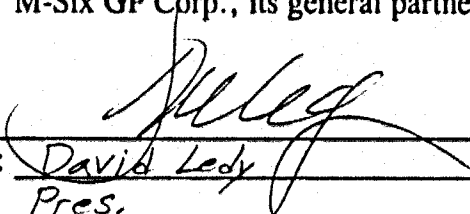
DAVID ROSARIO  
Notary Public, State of New York  
No. 61RO5051331  
Qualified in Bronx County  
Commission Expires Nov. 6, 1999

PA

IN WITNESS WHEREOF, the foregoing instrument has been executed by the undersigned as of the date above written.

M-SIX LIMITED PARTNERSHIP,  
a Delaware limited partnership

By: M-Six GP Corp., its general partner

By:   
Name: David Ledy  
Title: Pres.



TN



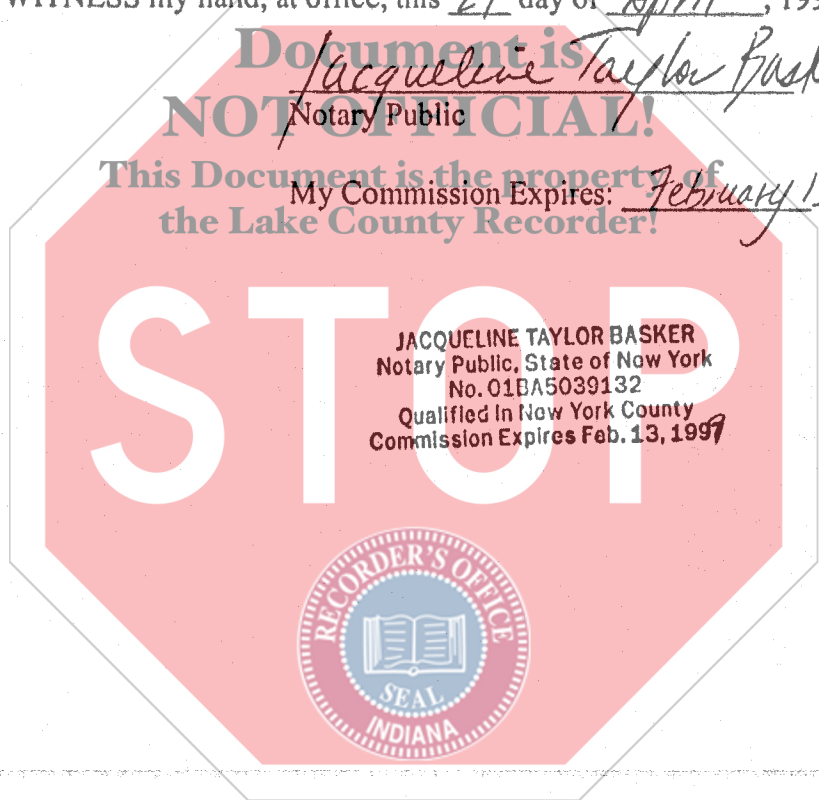
STATE OF New York )  
 ) ss.  
COUNTY OF New York )

Personally appeared before me, Jacqueline Taylor Basker, Notary Public  
New York, with whom I am personally acquainted and who acknowledged that  
DAVID LEDY executed the within instrument for the purposes therein contained and  
further acknowledged that DAVID LEDY is the President of M-Six GP Corp., a  
Delaware corporation and the General Partner of M-Six Limited Partnership, a Delaware limited  
partnership, and is authorized by said corporation, said corporation being authorized by  
DAVID LEDY to execute this instrument on behalf of said limited partnership.

WITNESS my hand, at office, this 29 day of April, 1998.

Jacqueline Taylor Basker  
Notary Public

This Document is the property of  
the Lake County Recorder!  
My Commission Expires: February 13, 1999.



TN

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF NEW YORK )

Personally appeared before me, PAUL A. ROCHLIN, Notary Public,  
Brett Kaplan, with whom I am personally acquainted, and  
who acknowledged that Brett Kaplan executed the foregoing instrument for the purposes  
therein contained and who further acknowledged that Brett Kaplan is  
Director of NOMURA ASSET CAPITAL CORPORATION, a Delaware  
corporation, and is authorized to execute this instrument on behalf of said corporation.

WITNESS my hand, at office, this 28th day of April, 1998.

This Document is the property of  
the Lake County Recorder

Paul A. Rochlin  
Notary Public:

My Commission Expires: 10/31/98

PAUL A. ROCHLIN  
Notary Public, State of New York  
No. 31-8608500  
Qualified in New York County  
Commission Expires  
10/31/98



TN

SCHEDULE 1  
POOL 3

With respect to Property located in ILLINOIS

Owner: M-SIX LIMITED PARTNERSHIP, a Delaware limited partnership.

Remainderman: ACREM LIMITED PARTNERSHIP, a Delaware limited partnership.

With respect to Property located in INDIANA

Owner: M-SIX LIMITED PARTNERSHIP, a Delaware limited partnership.

Remainderman: ACREM LIMITED PARTNERSHIP, a Delaware limited partnership.

With respect to Property located in MASSACHUSETTS

Owner: M-SIX LIMITED PARTNERSHIP, a Delaware limited partnership.

Remainderman: ACREM LIMITED PARTNERSHIP, a Delaware limited partnership.

With respect to Property located in OREGON

Owner: M-SIX LIMITED PARTNERSHIP, a Delaware limited partnership.

Remainderman: ACREM LIMITED PARTNERSHIP, a Delaware limited partnership.

With respect to Property located in PENNSYLVANIA

Owner: M-SIX LIMITED PARTNERSHIP, a Delaware limited partnership.

Remainderman: ACREM LIMITED PARTNERSHIP, a Delaware limited partnership.

**With respect to Property located in TENNESSEE**

**Owner:** M-SIX LIMITED PARTNERSHIP, a Delaware limited partnership.

**Remainderman:** ACREM LIMITED PARTNERSHIP, a Delaware limited partnership.



EXHIBIT "A"

Site No. 784  
Rolling Meadow (Chicago), IL  
1800 Winnetka Circle  
Tracking No. 43

PARCEL 1:  
LOT 6 IN THE WEST MEADOWS BUSINESS PARK, BEING A PLANNED UNIT DEVELOPMENT OF PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON SEPTEMBER 13, 1988 AS DOCUMENT NUMBER 88416637 AND FILED WITH THE OFFICE OF THE REGISTRAR OF TITLES ON SEPTEMBER 13, 1988 AS DOCUMENT LR 3738510.

PARCEL 2:  
EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE EASEMENT AGREEMENT MADE BY SDK INDUSTRIAL PARKS, AN ILLINOIS JOINT VENTURE AND MOTEL 6 OPERATING L.P., A DELAWARE LIMITED PARTNERSHIP, DATED SEPTEMBER 28, 1988 AND RECORDED SEPTEMBER 28, 1988 AS DOCUMENT LR3742391 FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING A SIGN OVER THE FOLLOWING DESCRIBED PROPERTY:

LOT 1 IN WEST MEADOWS BUSINESS PARK, BEING A PLANNED UNIT DEVELOPMENT OF PART OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON SEPTEMBER 13, 1988 AS DOCUMENT NUMBER 884416637 AND FILED WITH THE REGISTRAR OF TITLES ON SEPTEMBER 13, 1988 AS DOCUMENT LR 3738510.

Tax Parcel No. 02-26-200-064-0000



Approved 4/21/98

Site No. 1040  
Glenview (Chicago), Illinois  
1535 Milwaukee Avenue  
Tracking No. 44

**EXHIBIT "A"**

That certain property situated in the State of Illinois, County of Cook and more particularly described as follows:

Lot 1 in Sixpence Inn of Glenview, being a subdivision of part of Lot 7 in County Clerk's Division of the West 1/2 of Section 29, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

Tax Parcel No. 04-29-300-097-0000



Approved 4/22/98

Site No. 1268  
Oakbrook (Chicago), Illinois  
10 Roosevelt Road  
Tracking No. 45

EXHIBIT "A"

LOT 2 IN DIMAS AND VANGEL ADDITION TO VILLA PARK, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 29, 1979 AS DOCUMENT R79-55211, IN DUPAGE COUNTY, ILLINOIS

Tax Parcel No. 06-16-401-048

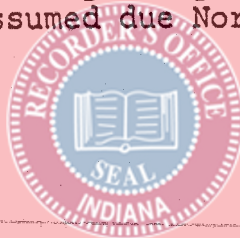


Approved 4/15/98

EXHIBIT "A"

That certain property situated in the State of Indiana, County of St. Joseph,  
and more particularly described as follows:

A tract of land being a part of Lots Numbered One (1), Two (2), Three (3) and Four (4) as shown on the recorded Plat of Roanoke Heights Subdivision in the Southwest Quarter of Section 24, Township 38 North, Range 2 East, in Clay Township, as recorded in Plat Book 12, page 168 of the record of the Recorder of St. Joseph County, Indiana, more particularly described as follows: Beginning at an iron rod North 00 degrees 00 minutes 00 seconds East, a distance of 150.00 feet from the southwest corner of Lot One (1) of said Roanoke Heights Subdivision; thence North 00 degrees 00 minutes 00 seconds East, a distance of 151.22 feet along the East line of U.S. Highway 31; thence South 88 degrees 59 minutes 18 seconds East, a distance of 225.60 feet, parallel to the South line of Lot Four (4); thence North 00 degrees 00 minutes 00 seconds East, a distance of 85.00 feet; thence South 88 degrees 59 minutes 18 seconds East, a distance of 163.68 feet to an iron rod on the East line of Lot Four (4); thence South 00 degrees 00 minutes 27 seconds East, a distance of 385.37 feet along the East line of Lots Four (4), Three (3), Two (2) and One (1) to an iron rod in the Southeast corner of Lot One (1); thence North 89 degrees 10 minutes 11 seconds West, a distance of 183.71 feet along the South line of Lot One (1) to an iron rod; thence North 00 degrees 00 minutes 00 seconds East, a distance of 150.00 feet to an iron rod; thence North 89 degrees 10 minutes 11 seconds West, a distance of 205.60 feet to the place of beginning. Bearing of the East line of U.S. Highway 31 assumed due North and South.



Approved 4/14/98



Site No. 775  
Indianapolis (Speedway)  
6330 Debonair Lane  
Tracking No. 48

EXHIBIT "A"

Part of the Northeast Quarter and part of the Southeast Quarter of Section 26, Township 16 North, Range 2 East of the Second Principal Meridian in Marion County, Indiana, described as follows:

Commencing at the Northeast corner of said Southeast Quarter Section; thence South 01 degrees 49 minutes 41 seconds East along the Southerly extension of the East line of the Northeast Quarter of said Section 26 a distance of 201.80 feet to the centerline of old U.S. 136; thence the following four courses along said centerline North 75 degrees 58 minutes 47 seconds West a distance of 185.55 feet; thence North 83 degrees 14 minutes 08 seconds West a distance of 166.45 feet to the Point of Beginning; thence continuing North 83 degrees 14 minutes 08 seconds West a distance of 287.60 feet; thence North 77 degrees 45 minutes 36 seconds West a distance of 287.63 feet; thence North 01 degrees 46 minutes 56 seconds West a distance of 611.39 feet to the Southerly right of way line of I-74 on a curve having a radius of 458.58 feet, the radius point of which bears South 02 degrees 39 minutes 39 seconds West; (the following three courses along said right of way line) thence Easterly and Southeasterly along said curve an arc distance of 298.49 feet to an angle point in said right of way line, the radius point bearing South 38 degrees 42 minutes 19 seconds West from said point; thence South 52 degrees 14 minutes 49 seconds East a distance of 361.07 feet; thence South 51 degrees 17 minutes 41 seconds East a distance of 36.99 feet; thence South 10 degrees 32 minutes 56 seconds West a distance of 329.03 feet; thence South 83 degrees 14 minutes 08 seconds East a distance of 100.00 feet to a point on the Northerly right of way line of new U.S. 136, said point being on a curve having a radius of 884.93 feet, the radius point of which bears North 39 degrees 44 minutes 46 seconds West; thence Southwesterly along said right of way line and along said curve an arc distance of 42.33 feet to the Point of Beginning.



Approved 4/17/98

EXHIBIT "A"

That certain property situated in the State of Indiana, County of Lake and more particularly described as follows:

A TRACT OF LAND BEING PART OF PARCEL 1, IN WESTLAKE PLAZA, IN THE TOWN OF MERRILLVILLE, AS SHOWN IN PLAT BOOK 47, PAGE 77, AND AS AMENDED BY CERTIFICATES OF CORRECTION RECORDED AS DOCUMENT NOS. 422236, 422237 AND 425494 IN THE OFFICE OF THE RECORDER FOR LAKE COUNTY, STATE OF INDIANA, AND ALSO BEING ALL THAT CERTAIN TRACT OF LAND AS CONVEYED BY COLUMBIA SUSSEX CORPORATION, A KENTUCKY CORPORATION, SUCCESSOR TO COLUMBIA SUSSEX CORPORATION, INC. TO FOURTEEN STARS MOTEL ASSOCIATES (A NEW JERSEY LIMITED PARTNERSHIP) WHOSE ADDRESS IS 2627 PATERSON PLANK ROAD, NORTH BERGEN, NEW JERSEY, 07047 AS FILED FOR RECORD AS DOCUMENT NO. 813918 ON AUGUST 1, 1985 IN THE RECORDER'S OFFICE FOR LAKE COUNTY, STATE OF INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID PARCEL 1 BEING 619.95 FEET SOUTH 00 DEGREES 01 MINUTES 23 SECONDS WEST FROM THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE SOUTH 89 DEGREES 58 MINUTES 37 SECONDS EAST DEPARTING THE WEST LINE OF SAID PARCEL 1, A DISTANCE OF 350.00 FEET TO A POINT FOR A CORNER LYING ON THE EAST LINE OF SAID PARCEL 1 BEING THE WEST LINE OF LOUISIANA STREET (60 FOOT RIGHT-OF-WAY); THENCE SOUTH 00 DEGREES 01 MINUTES 23 SECONDS WEST ALONG THE WEST LINE OF LOUISIANA STREET A DISTANCE OF 332.87 FEET TO A POINT FOR A CORNER LYING ON THE NORTH LINE OF 83RD AVENUE (60 FOOT RIGHT-OF-WAY); THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST DEPARTING THE EAST LINE OF SAID PARCEL 1, AND ALONG THE NORTH LINE OF 83RD AVENUE, A DISTANCE OF 350.00 FEET TO A POINT FOR A CORNER LYING ON THE WEST LINE OF SAID PARCEL 1; THENCE NORTH 00 DEGREES 01 MINUTES 23 SECONDS EAST ALONG THE WEST LINE OF SAID PARCEL 1, A DISTANCE OF 333.01 FEET TO THE POINT OF BEGINNING.

Approved 4/24/98

Site No. 1059  
Chicopee (Springfield), MA  
88 Burnett Road  
Tracking No. 56

EXHIBIT "A"

A parcel of land in Chicopee, County of Hampden and Commonwealth of Massachusetts, more particularly described as follows:

Beginning at a point in the northeasterly corner of land now or formerly of Exxon Corporation, said point being one hundred sixty-six and thirty hundredths (166.30) feet north of the intersection of the northerly line of Burnett Road and the westerly line of Johnnycake Hollow Road; thence

South  $86^{\circ} 41' 55''$  west along land now or formerly of Exxon Corporation, a distance of two hundred (200) feet to a concrete bound; thence

Turning an interior angle of  $90^{\circ}$  and proceeding north  $3^{\circ} 18' 05''$  west along land of the City of Chicopee and Helen Veronica Realty Trust, a distance of four hundred thirty-five (435) feet to a concrete bound; thence

Turning an interior angle of  $90^{\circ}$  and proceeding north  $86^{\circ} 41' 55''$  east along land of owner unknown, a distance of two hundred (200) feet to a concrete bound; thence

Turning an interior angle of  $90^{\circ}$  and proceeding south  $3^{\circ} 18' 05''$  east along the westerly line of Johnnycake Hollow Road, a distance of four hundred thirty-five (435) feet to the point of beginning.

Said property is shown on the plan entitled, "ALTA Survey, Motel 6, Chicopee, Massachusetts, Site #959," prepared by Durkee, White, Towne & Chapdelaine, dated November 29, 1990, which plan is recorded in the Hampden County Registry of Deeds in the Book of Plans 276, Page 43.

Approved 4/8/98

A CERTAIN PARCEL OF LAND WITH THE BUILDINGS THEREON SITUATED ON THE EASTERLY SIDE OF NEWBURY STREET (U.S. RTE 1), THE SOUTHERLY SIDE OF POPES LANE AND THE WESTERLY SIDE OF INTERSTATE ROUTE 95, IN THE TOWN DANVERS, ESSEX COUNTY, COMMONWEALTH OF MASSACHUSETTS, AND BEING THE COMBINATION OF LOT A-1 AND PARCEL 2-D-1 ON A PLAN BY HANCOCK SURVEY ASSOCIATES, INC., PREPARED FOR MOTEL 6 OPERATING L.P., DATED FEBRUARY 4, 1992 AND RECORDED AS PLAN BK. 273, PG. 98, SAID PARCEL BEING FURTHER DESCRIBED ACCORDING TO SAID PLAN AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY SIDELINE OF SAID NEWBURY STREET AT THE NORTHWEST CORNER OF LAND OF DEMBOWSKI REALTY TRUST; SAID POINT BEING AT THE SOUTHWESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED; THENCE BY SAID EASTERLY SIDELINE OF NEWBURY STREET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 280.00 FEET A DISTANCE OF 108.95 FEET TO A POINT TANGENT AT A HIGHWAY BOUND; THENCE

N 17° 48' 56" E BY SAID EASTERLY SIDELINE OF NEWBURY STREET A DISTANCE OF 98.21 FEET TO THE SOUTHERLY SIDELINE OF POPES LANE; THENCE  
 N 75° 33' 48" E BY SAID SOUTHERLY SIDELINE OF POPES LANE A DISTANCE OF 112.32 FEET TO A POINT; THENCE  
 N 70° 31' 30" E BY SAID SOUTHERLY SIDELINE OF POPES LANE A DISTANCE OF 73.00 FEET TO A POINT; THENCE  
 N 58° 10' 10" E BY SAID SOUTHERLY SIDELINE OF POPES LANE A DISTANCE OF 39.40 FEET TO THE NORTHWEST CORNER OF PARCEL 2-C-1 BEING THE SOUTHWEST CORNER OF THE LAND OF FIFTY POPES LANE REALTY TRUST; THENCE  
 S 06° 33' 36" W BY THE WESTERLY LINE OF SAID PARCEL 2-C-1 A DISTANCE OF 12.64 FEET TO A CORNER; THENCE  
 S 83° 26' 24" E BY THE SOUTHERLY LINE OF SAID PARCEL 2-C-1 A DISTANCE OF 200.00 FEET TO A POINT; THENCE  
 S 85° 59' 51" E BY THE SOUTHERLY LINE OF SAID PARCEL 2-C-1 A DISTANCE OF 77.54 FEET TO A POINT ON THE SOUTHERLY LINE OF LAND OF FIFTY POPES LANE REALTY TRUST; THENCE  
 S 69° 48' 41" E BY THE SOUTHERLY LINE OF LAND OF SAID TRUST A DISTANCE OF 202.94 FEET TO A CORNER; THENCE  
 N 19° 42' 08" E BY AN EASTERLY LINE OF THE LAND OF SAID TRUST A DISTANCE OF 56.24 FEET TO A CORNER; THENCE  
 S 88° 40' 59" E BY A SOUTHERLY LINE OF THE LAND OF SAID TRUST A DISTANCE OF 22.56 FEET TO A CORNER;  
 S 69° 48' 41" E BY A SOUTHERLY LINE OF LAND OF SAID TRUST A DISTANCE OF 27.32 FEET TO A CORNER AT LAND OF COMMONWEALTH OF MASSACHUSETTS (WESTERLY SIDELINE OF INTERSTATE 1-95); THENCE  
 S 14° 35' 14" W BY THE WESTERLY SIDELINE OF LAND OF THE COMMONWEALTH OF MASSACHUSETTS A DISTANCE OF 302.65 FEET TO A POINT AT A MASSACHUSETTS HIGHWAY BOUND; THENCE  
 ON A CURVE TO THE RIGHT HAVING A RADIUS OF 14,800 FEET BY SAID THE WESTERLY SIDELINE OF LAND OF COMMONWEALTH OF MASSACHUSETTS A DISTANCE OF 166.58 FEET TO THE NORTHEAST CORNER OF LAND OF 175 ANDOVER ST. TRUST; THENCE  
 N 67° 44' 10" W BY THE NORTHERLY LINE OF LAND OF 175 ANDOVER STREET TRUST A DISTANCE OF 123.21 FEET TO A CORNER; THENCE  
 S 58° 29' 25" W BY A NORTHERLY LINE OF LAND OF 175 ANDOVER STREET TRUST A DISTANCE OF 49.02 FEET TO A CORNER; THENCE  
 N 67° 44' 10" W BY THE NORTHERLY LINE OF LAND OF 175 ANDOVER STREET TRUST A DISTANCE OF 54.24 FEET TO A CORNER AT THE EASTERLY SIDELINE OF LAND OF DEMBOWSKI REALTY TRUST; THENCE  
 N 48° 01' 59" E BY AN EASTERLY LINE OF LAND OF DEMBOWSKI REALTY TRUST A DISTANCE OF 43.91 FEET TO THE NORTHEAST CORNER OF SAID LAND OF DEMBOWSKI REALTY TRUST; THENCE  
 N 70° 43' 21" W BY THE NORTHERLY LINE OF LAND OF DEMBOWSKI REALTY TRUST A DISTANCE OF 120.41 FEET TO A POINT; THENCE  
 N 69° 58' 20" W BY THE SAID NORTHERLY LINE OF LAND OF DEMBOWSKI REALTY TRUST A DISTANCE OF 342.76 FEET TO A POINT; THENCE  
 N 71° 00' 05" W BY THE NORTHERLY LINE OF LAND OF DEMBOWSKI REALTY TRUST A DISTANCE OF 46.69 FEET TO THE POINT OF BEGINNING.

Site No. 253  
Grants Pass, Oregon  
1800 North East Seventh  
Tracking No. 86

EXHIBIT "A"

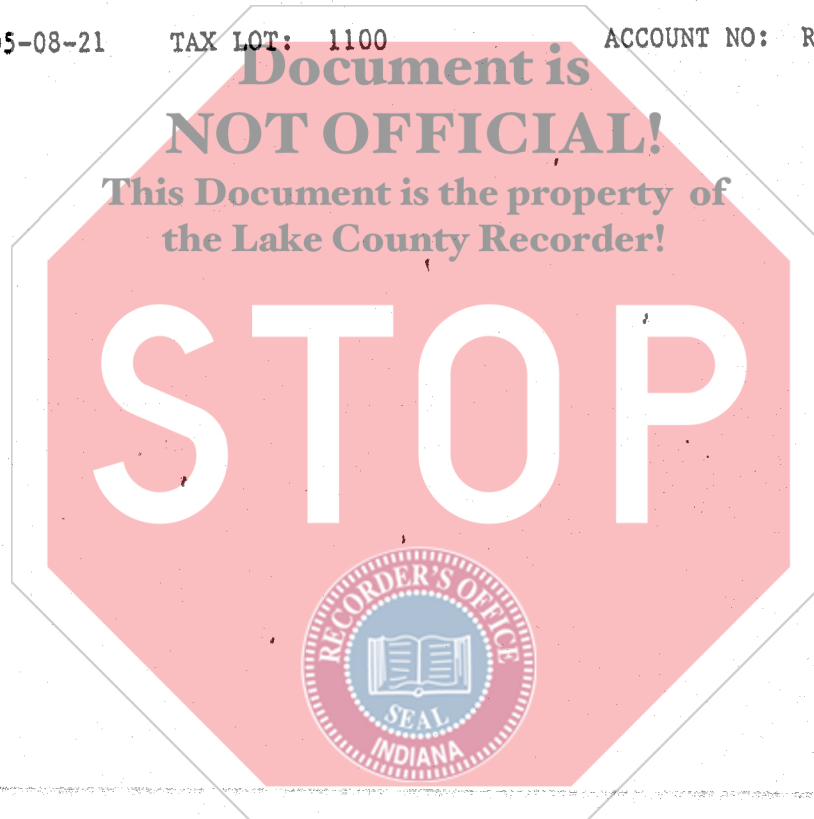
The South Half of the following described property, being approximately 198 feet, more or less, located in the City of Grants Pass, County of Josephine, State of Oregon:

Beginning at the Southwest corner of the Northeast Quarter of the Northwest Quarter of Section 8, Township 36 South, Range 5 West, Willamette Meridian, Josephine County, Oregon; thence North 24 rods; thence East 480 feet, more or less, to the Westerly right of way line of North 7th Street; thence South 24 rods; thence West 485 feet, more or less, to the point of beginning.

MAP NO: 36-05-08-21

TAX LOT: 1100

ACCOUNT NO: R307621



Approved 4/7/98

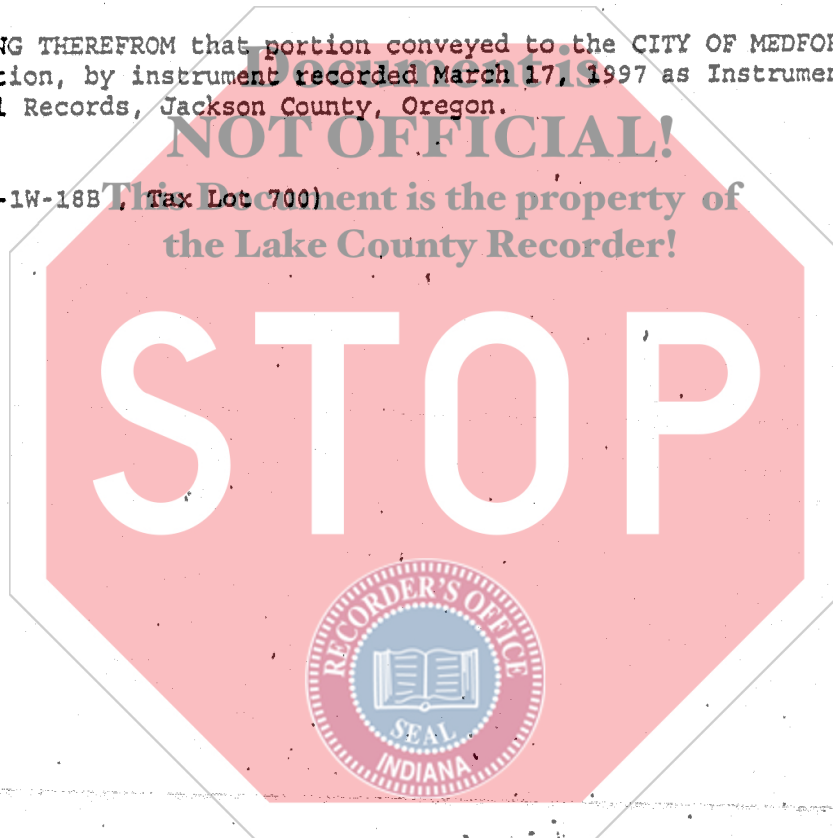
Site No. 739  
Medford, Oregon  
2400 Biddle Road  
Tracking No. 87

EXHIBIT "A"

Commencing at the Southwest corner of Donation Land Claim No. 38, Township 37 South, Range 1 West of the Willamette Meridian in Jackson County, Oregon; thence South 89° 54' 30" East, 58.57 feet to the relocated Easterly right of way line of Biddle Road; thence along said Road line, North 04° 51' West, 88.77 feet to the True Point of Beginning; thence continue along said Road line, North 04° 51' West, 9.37 feet; thence along said Road line, North 0° 13' 30" East, 216.17 feet to intersect the Southerly right of way line of Hilton Road; thence along said Hilton Road line, South 89° 56' 50" East, 345.84 feet to the Northwest corner of Lot 4, Block 2 of HILTON SUBDIVISION (recorded); thence along the West boundary of said Lot, South 0° 11' 30" West, 225.51 feet; thence North 89° 56' 50" West, 345.14 feet to the True Point of Beginning.

EXCEPTING THEREFROM that portion conveyed to the CITY OF MEDFORD, a municipal corporation, by instrument recorded March 17, 1997 as Instrument No. 97-08797, Official Records, Jackson County, Oregon.

(Map 37-1W-18B, Tax Lot 700)



Approved 4/22/98

EXHIBIT "A"

The land referred to in this Commitment is described as follows:

ALL that certain lot or piece of ground situate in the Township of South Strabane, County of Washington, Commonwealth of Pennsylvania, being more particularly described as follows:

BEGINNING at a set pk nail for a common corner between the Sixth Ward, City of Washington, Borough of East Washington and the Township of South Strabane, said common corner lying on the center line of North Avenue (50 foot right of way) and being North  $63^{\circ} 09' 02''$  West, a distance of 26.27 feet from an existing iron pin located at a point of intersection of the Easterly right of way line of North Avenue and the common boundary line between the Borough of East Washington and the Township of South Strabane; thence along the center line of said North Avenue, North  $09^{\circ} 02' 00''$  East, a distance of 151.65 feet to a set pk nail for a corner; thence departing from the center line of said North Avenue and along the Southerly line of land now or formerly of BP Exploration and Oil, Inc., the following three (3) courses and distances: North  $74^{\circ} 46' 00''$  East, a distance of 150.37 feet to an existing iron pin for a corner; North  $53^{\circ} 59' 00''$  East, a distance of 122.55 feet to an existing iron pin for a corner; North  $41^{\circ} 16' 13''$  East, a distance of 87.38 feet to a set iron pin for the Southerly corner of land now or formerly of said C. S. Coen Land Co. et al.; thence along the Southerly line of land now or formerly of said C. S. Coen Land Co. et al., the following two (2) courses and distances: North  $55^{\circ} 04' 00''$  East, a distance of 247.00 feet to an existing iron pin for a corner; North  $62^{\circ} 27' 00''$  East, a distance of 202.42 feet to an existing iron pin for a corner on the common boundary line between the lands now or formerly of C. S. Coen Land Co. et al. and H. Brooks and M. McIlvaine; thence the following two (2) courses and distances along the Westerly and Southerly boundary lines respectively of said land now or formerly of H. Brooks and M. McIlvaine: South  $35^{\circ} 06' 00''$  East, a distance of 30.00 feet to a set iron pin for the Southerly corner of said land now or formerly of H. Brooks and M. McIlvaine; North  $63^{\circ} 27' 00''$  East, a distance of 299.92 feet to a punch mark for the Easterly corner of said land now or formerly of H. Brooks and M. McIlvaine; thence along the Westerly boundary lines of the lands of now or formerly of G-Mac Properties and Penn Plastic Company respectively, South  $35^{\circ} 06' 00''$  East, a distance of 191.68 feet to an existing iron pin for the Northerly corner of the land now or formerly of John W. and Alice L. McIlvaine; thence the following four (4) courses and distances along the Northerly line of said land now or formerly of John W. and Alice L. McIlvaine: South  $67^{\circ} 20' 50''$  West, a distance of 171.00 feet to an existing iron pin for a corner; South  $17^{\circ} 26' 00''$  East, a distance of

60.00 feet to an existing iron pin for a corner; South 72° 34' 00" West, a distance of 290.38 feet to a set iron pin for a corner; South 55° 04' 00" West, a distance of 313.21 feet to an existing iron pin for the Northerly corner of land now or formerly of Dialysis Clinic, Inc. and the point of beginning of a tangent circular curve to the right having a radius of 1151.78 whose chord bearing and distance are South 68° 04' 21" West, 201.04 feet; thence in a Southwesterly direction along said circular curve to the right being the Northerly boundary line of said land now or formerly of Dialysis Clinic, Inc. through a central angle of 10° 00' 50" and an arc distance of 201.30 feet to an existing iron pin for a non-tangent point; thence South 62° 03' 20" West along the Northerly boundary line of the lands now or formerly of Dialysis Clinic, Inc. and John W. McIlvaine et al. a distance of 135.49 feet to a set iron pin for a corner lying on the Northerly line of said land now or formerly of John W. McIlvaine et al.; thence the following two (2) courses and distances along the Northerly boundary line of said land now or formerly of John W. McIlvaine et al.: North 80° 58' 00" West, a distance of 88.42 feet to an existing iron pin for a corner; North 63° 09' 02" West, a distance of 54.36 feet to a set pk nail or the point of beginning.

BEING designated as Tax Parcel ID No. 600-005-00-00-0011-06 in the Tax Assessment Office of Washington County, Pennsylvania.

BEING the same property which was conveyed by WKTWE Limited Partnership to Motel 6 Operating L.P., a Delaware limited partnership having Motel 6 G.P. Inc., a Delaware corporation, as its managing general partner, by deed dated March 27, 1995 and recorded in Deed Book Volume 2718, page 424.

PERMANENT EASEMENT NO. 1:

ALL that certain lot or piece of ground situate in the Borough of East Washington, County of Washington and Commonwealth of Pennsylvania, and all that non-exclusive easement more particularly bounded as follows:

BEGINNING at a point on the Easterly right of way line of North Avenue at its intersection with the boundary line between South Strabane Township and the Borough of East Washington; thence leaving said right of way line, South 63° 09' 02" East (record South 63° 03' 00" East), a distance of 15.76 feet to a point; thence leaving said boundary line, South 09° 02' 00" West, a distance of 157.65 feet to a point on the Northerly right of way line of Wilmont Avenue, North 63° 09' 02" West (record North 63° 03' 00" West) along the Northerly right of way line of Wilmont Avenue, a distance of 15.76 feet to a point on the Easterly right of way line of North Avenue North 09° 02' 00" East, a distance of 157.65 feet to the point of beginning.

BEING part of the same property which was conveyed by John W.



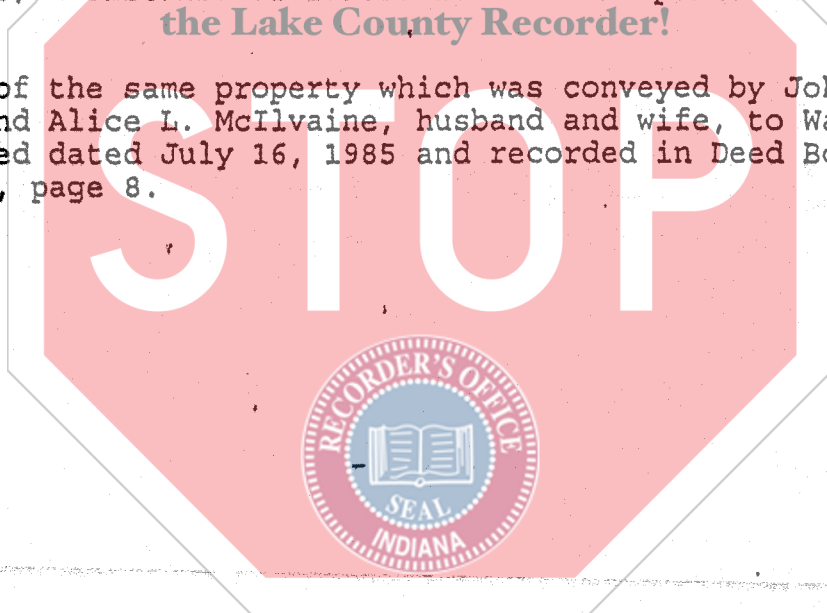
McIlvaine and Alice L. McIlvaine, husband and wife, to Washington Motel by deed dated July 16, 1985 and recorded in Deed Book Volume 2198, page 8.

PERMANENT EASEMENT NO. 2:

ALL that certain lot or piece of ground situate in the Township of South Strabane, County of Washington, Commonwealth of Pennsylvania, and all that non-exclusive easement more particularly bounded as follows:

BEGINNING at a Southeasterly corner of a 5.6760 acre tract of land described in a deed to The Washington Motel, a limited partnership, said corner being on a Westerly line of Penn Plastic Company (Deed Book 2215, page 208); thence along said Westerly line, South 35° 06' 00" East, a distance of 61.19 feet to a point; thence South 67° 20' 50" West, a distance of 189.65 feet to a corner of said 5.6760 acre tract; thence along a line of said 5.6760 acre tract North 17° 26' 00" West, a distance of 60.00 feet to a point; thence continuing along same, North 67° 20' 50" East, a distance of 171.00 feet to the point of beginning.

BEING part of the same property which was conveyed by John W. McIlvaine and Alice L. McIlvaine, husband and wife, to Washington Motel by deed dated July 16, 1985 and recorded in Deed Book Volume 2198, page 8.



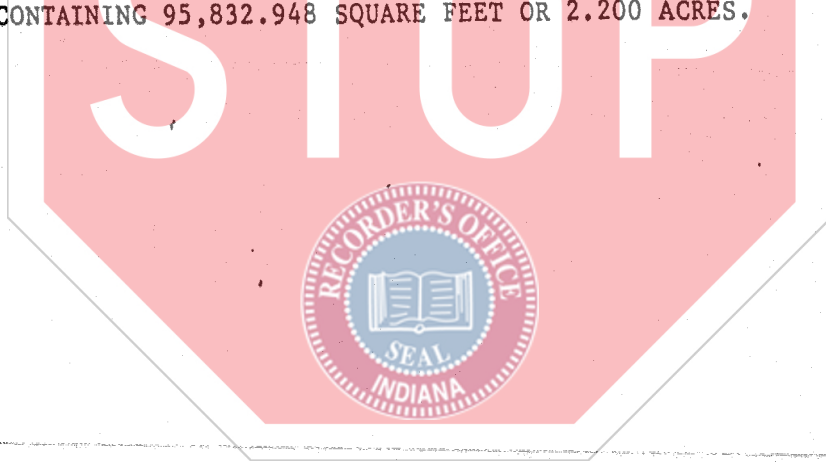
Approved 4/22/98

Site No. 156  
Nashville (S), Tennessee  
95 Wallace Road  
Tracking No. 93

EXHIBIT "A"

LAND IN THE 5TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, DESCRIBED ACCORDING TO A COPY OF A SURVEY MADE BY RESOURCE DEVELOPMENT, CORP., DATED AUGUST 30, 1972, AS FOLLOWS:

BEGINNING AT A POINT WHERE THE EAST MARGIN OF WALLACE ROAD INTERSECTS THE SOUTH MARGIN OF HARDING PLACE; THENCE, WITH THE SOUTH MARGIN OF THE ACCESS CONTROL FENCE AND RIGHT OF WAY OF THE SOUTHWEST RAMP FROM HARDING PLACE ONTO INTERSTATE 24, NORTH 73°58'00" EAST, A DISTANCE OF 4.20 FEET TO AN IRON PIN IN THE FENCE; THENCE, WITH SAID FENCE AND RIGHT-OF-WAY, NORTH 84°56'00" EAST, A DISTANCE OF 104.40 FEET TO A GALVANIZED PIPE; THENCE, WITH SAID FENCE, SOUTH 69°42'39" EAST, A DISTANCE OF 497.18 FEET TO AN IRON PIN WHERE THE ACCESS CONTROL FENCE AND RIGHT-OF-WAY OF THE SOUTHWEST RAMP INTERSECTS THE WEST RIGHT-OF-WAY OF INTERSTATE 24; THENCE, WITH THE WEST RIGHT-OF-WAY OF INTERSTATE 24, ALONG A CURVE HAVING A CHORD DESCRIBED AS SOUTH 26°47'00" EAST, A DISTANCE OF 22.03 FEET TO A POINT; THENCE, LEAVING SAID RIGHT-OF-WAY, NORTH 69°42'39" WEST, A DISTANCE OF 59.43 FEET TO AN IRON PIN; THENCE, SOUTH 52°33'46" WEST, A DISTANCE OF 208.75 FEET TO AN IRON PIN; THENCE, NORTH 69°42'39" WEST, A DISTANCE OF 287.00 FEET TO A GALVANIZED PIPE; THENCE, SOUTH 71°03'50" WEST, A DISTANCE OF 120.43 FEET TO AN IRON PIN IN THE EAST MARGIN OF WALLACE ROAD; THENCE, WITH THE EAST MARGIN OF WALLACE ROAD, NORTH 05°05'55" EAST, A DISTANCE OF 228.47 FEET TO THE POINT OF BEGINNING, CONTAINING 95,832.948 SQUARE FEET OR 2.200 ACRES.



Approved 4/24/98

EXHIBIT "A"

A TRACT OF LAND IN THE CITY OF GOODLETTSVILLE AND THE SECOND CIVIL DISTRICT OF METROPOLITAN NASHVILLE - DAVIDSON COUNTY, TENNESSEE, AND ALSO BEING LOT NO. ONE AS SHOWN ON THE RECORDED PLAT ENTITLED MOTEL 6, INC., SITE NO. 699 SUBDIVISION, AS OF RECORD IN BOOK 6200, PAGE 592, R.O.D.C., TENNESSEE AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST CEDAR STREET, SAID PIN BEING 25 FEET SOUTH OF THE CENTERLINE OF EAST CEDAR STREET AND BEING ON THE DEDICATED RIGHT-OF-WAY LINE, AS OF RECORD IN PLAT BOOK 6200, PAGE 592, R.O.D.C., TENNESSEE AND SAID PIN ALSO BEING AT THE WESTERLY END OF THE SOUTHWEST RETURN CURVE AT THE INTERSECTION OF EAST CEDAR STREET AND NORTH CARTWRIGHT STREET; THENCE,

- 1.) WITH THE WESTERLY RIGHT-OF-WAY OF NORTH CARTWRIGHT STREET WITH A CURVE TO THE RIGHT (RADIUS 25 FEET) SOUTHEASTERLY, A DISTANCE OF 43.64 FEET, HAVING A CHORD BEARING AND DISTANCE OF S 68° 06' 30" E, 38.31 FEET, TO AN IRON PIN; THENCE,
- 2.) CONTINUING WITH THE WESTERLY RIGHT-OF-WAY LINE OF NORTH CARTWRIGHT STREET, S 18° 06' 30" E, 2.48 FEET TO AN IRON PIN AT THE BEGINNING OF A CURVE; THENCE,
- 3.) CONTINUING WITH THE WESTERLY RIGHT-OF-WAY LINE OF NORTH CARTWRIGHT STREET WITH SAID CURVE TO THE RIGHT (RADIUS 278.31 FEET) SOUTHWESTERLY, A DISTANCE OF 232.07 FEET TO AN IRON PIN AT THE END OF SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF S 05° 47' 25" W, 223.40 FEET; THENCE,
- 4.) CONTINUING WITH THE WESTERLY RIGHT-OF-WAY LINE OF NORTH CARTWRIGHT STREET, S 29° 40' 41" W, 178.98 FEET TO AN IRON PIN AT THE SOUTHWESTERLY CORNER OF THE OVERALL TRACT DESCRIBED HEREIN AND SOUTHEASTERLY CORNER OF LOT NO. TWO OF THE AZTEX ENERGY COMP. SUBDIVISION, AS OF RECORD IN BOOK 6900, PAGE 283, R.O.D.C., TENNESSEE; THENCE,
- 5.) WITH THE EASTERLY LINE OF LOT TWO, N 44° 55' 35" W, 140.76 FEET TO AN IRON PIN; THENCE,
- 6.) CONTINUING WITH LOT TWO, S 47° 06' 57" W, 48.60 FEET TO AN IRON PIN; THENCE,
- 7.) CONTINUING WITH LOT TWO, N 45° 45' 21" W, 100.00 FEET TO AN IRON PIN ON THE DEDICATED SOUTHERLY RIGHT-OF-WAY LINE OF EAST CEDAR STREET AND BEING THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT; THENCE,
- 8.) WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST CEDAR STREET AND A 458.00-FOOT RADIUS CURVE TO THE RIGHT, EASTERLY A DISTANCE OF 137.60 FEET TO AN IRON PIN; SAID CURVE HAS A CHORD BEARING AND DISTANCE OF N 53° 14' 10" E, 137.08 FEET; THENCE,
- 9.) CONTINUING WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST CEDAR STREET, N 61° 52' 51" E, 260.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 83472.227 SQUARE FEET OR 1.916 ACRES.

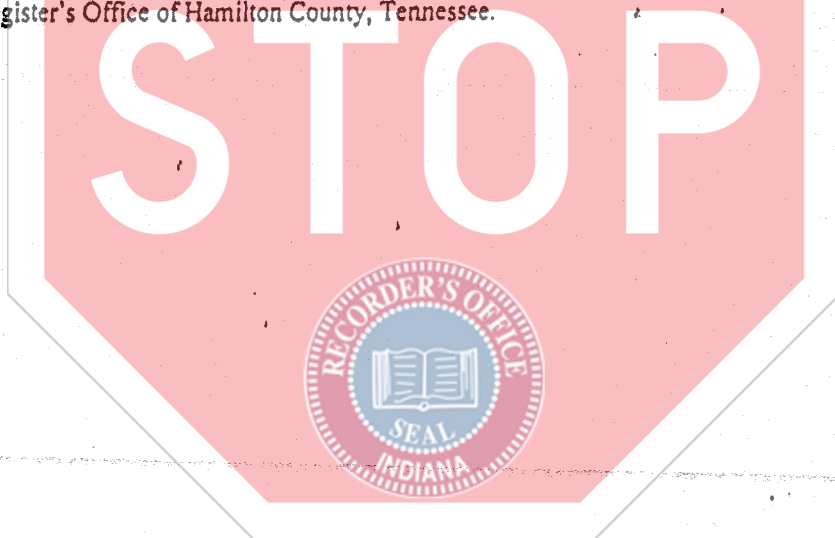
Being the same property conveyed to Motel 6 Operating L.P., a Limited Partnership, by Quitclaim Deed from William D. Harbin et ux, Stella L. Harbin, Hazel B. Jones et ux, Faye Marie Jones and Morris E. Freeman et ux, Myrtle H. Freeman, of record in Book 7089, page 812, Register's Office for Davidson County, Tennessee.

EXHIBIT "A"

IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE:

Lots One (1), Three (3) and Four (4). Belco Subdivision, as shown by corrective plat of record in Plat Book 49, page 265, in the Register's Office of Hamilton County, Tennessee, all of which forms one contiguous tract of land which is more particularly described as follows: Beginning at an old iron pin marking the Northeast corner of said Lot 3 in the West line of U.S. Highways 11 & 64 (Lee Highway); thence South 52 degrees 32 minutes 00 seconds West, with and along the West line of U.S. Highways 11 & 64 (Lee Highway) 179.07 feet to an old iron pin and then 50.00 feet to an old iron pin; thence North 42 degrees 00 minutes 00 seconds West 115.00 feet to an iron pin placed; thence North 83 degrees 38 minutes 00 seconds West 7.80 feet to an iron pin placed; thence South 52 degrees 32 minutes 00 seconds West 175.70 feet to an iron pin placed; thence South 64 degrees 58 minutes 00 seconds East 135.33 feet to an iron pin placed in the West line of U.S. Highways 11 & 64 (Lee Highway); thence South 52 degrees 32 minutes 00 seconds West, with and along the West line of U.S. Highways 11 & 64 (Lee Highway), 33.80 feet to a power pole; thence South 64 degrees 38 minutes 40 seconds West 289.65 feet to an old iron rod; thence North 38 degrees 10 minutes 30 seconds West 114.45 feet to an old iron rod; thence North 64 degrees 38 minutes 40 seconds West 3.38 feet to an old iron rod; thence North 64 degrees 38 minutes 40 seconds West 105.16 feet to an old iron rod; thence North 23 degrees 30 minutes 00 seconds East 257.96 feet to an old iron pin; thence South 67 degrees 54 minutes 04 seconds East 683.56 feet to the point of beginning.

REFERENCE is made for prior title to Deed of record in Book 3319, page 719 and Deed of record in Book 4026, page 46, in the Register's Office of Hamilton County, Tennessee.



Approved 4/15/98

This document was, with advice of local counsel,  
prepared by:

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