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STATE OF INDIANA
LAKE COUNTY
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MICHAEL A. BROWN
RECORDER

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7740 Corinne Drive
Hammond, Indiana 46323
Asset No. 69

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**Assignment of
Leases and Rents and Security Deposits**

STOP

**Prepared by ~~and upon recordation,~~
return to:
Proskauer Rose LLP
1585 Broadway
New York, New York 10036
Attention: David J. Weinberger, Esq.
File Number: _____**

Return to:
LandAmerica Financial Group, Inc.
Attn: Dennis Vendetti Asset #69
1015 15th Street NW, Suite 300
Washington, DC, 20005

CK#
1867014501
34.00
D.O.M.

ASSIGNMENT OF LEASES AND RENTS AND SECURITY DEPOSITS

THIS ASSIGNMENT OF LEASES AND RENTS AND SECURITY DEPOSITS ("Assignment"), dated as of June 14, 2006, by the Person identified on the signature page hereof ("Grantor"), having the address set forth on the signature page hereof, to WACHOVIA BANK, NATIONAL ASSOCIATION ("Lender"), having an address at Wachovia Bank, National Association, Commercial Real Estate Services, 8739 Research Drive URP 4, NC 1075, Charlotte, North Carolina 28262.

RECITALS

Lender has made a loan to Borrower in the principal sum of SIX MILLION NINE HUNDRED NINETY-TWO THOUSAND AND NO/100 DOLLARS (\$6,992,000.00), for the purpose of acquiring or refinancing certain real property (the "Property") and the improvements thereon to be owned by and leased by Grantor. The real property identified on Exhibit A annexed hereto and made a part hereof, owned by Grantor, constitutes a part of the Property. The loan made to Borrower is evidenced by the Note which is to be secured, among other things, by this Assignment.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Definitions. All capitalized undefined terms used herein shall have the respective meanings assigned thereto in either (a) the mortgage, security agreement, assignment of rents and fixture filing or (b) the deed of trust, security agreement, assignment of rents and fixture filing, each of even date herewith (each hereinafter referred to as a "Security Instrument") made by Grantor to Lender encumbering or, where applicable, conveying security title to, the real property identified on Exhibit A hereto.

Section 2. Assignment. To secure the prompt payment and performance of each obligation secured by the Security Instrument, Grantor hereby grants, assigns, transfers, conveys and sets over to Lender all of Grantor's estate, right, title, interest, claim and demand in, to and under the leases and other agreements, whether written or oral, affecting the use, enjoyment or occupancy of the Premises and/or the Improvements located thereon, whether now existing or hereafter arising (including any extensions, modifications or amendments thereto, the "Leases"), including, without limitation,

(a) all claims, rights, powers, privileges, remedies, options and other benefits of Grantor under the Leases including, without limitation, all cash or securities now or hereafter deposited thereunder (including, without limitation, any bond or other similar instrument obtained by Grantor and held in lieu of any such deposits to secure such deposits) (collectively, the "Security Deposits") to secure performance by tenants of their obligations thereunder, whether such Security Deposits are to be held until the expiration of the term of any Lease or applied to one or more of the installments of rent coming due immediately prior to the expiration of such term and all guarantees of any Leases or other rental arrangements, and

(b) any and all earnings, revenues, rents, issues, profits, proceeds, avails and other income of and from the Property including, without limitation, the Leases now due or to become due or to which Grantor may now or shall hereafter become entitled to claim or demand including, without limitation, the Security Deposits as and when applied by Grantor towards the payment of rents and other payments due pursuant to the Leases (collectively, the "Rents"),

together with full power and authority, in the name of Grantor or otherwise, but without any obligation to do so, and subject to the provisions of this Assignment including, without limitation, Section 3, to demand, receive, enforce, collect or receipt for any or all of the foregoing, to endorse or execute any checks or other instruments or orders, to give receipts, releases and satisfaction, and to sue, in the name of Grantor or Lender, for all of the Rents, to subject and subordinate at any time and from time to time, any Lease to the security title, security interest and lien, as applicable, of the Security Instrument or any other mortgage or deed of trust affecting the Property, to file any claims and to take any action which Lender may deem necessary or advisable in connection therewith, and Grantor irrevocably appoints Lender its true and lawful attorney-in-fact, coupled with an interest, at the option of Lender at any time and from time to time to exercise any rights granted to Lender herein. No exercise by Lender of any rights of Grantor hereunder or under the other Loan Documents shall release Grantor from its obligations under the Leases.

Section 3. Certain Rights of Lender. This Assignment constitutes an absolute, present assignment and not merely an assignment for additional security. All Rents shall be paid and applied in accordance with the provisions of Article V of the Security Instrument for the purposes therein set forth including, without limitation, payments of interest and principal and any other amounts due and payable under the Note, Security Instrument or other Loan Documents.

Without limitation to any other provision hereof, upon the occurrence and during the continuance of an Event of Default, Lender may (but shall have no obligation to so do), either in person, by agent or by a court-appointed receiver, at any time without notice, regardless of the adequacy of Lender's security, perform all acts necessary and appropriate for the operation and maintenance of the Property including, but not limited to, the execution, cancellation or modification of Leases, the collection of all Rents, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, or any part thereof, all on such terms as are deemed best to protect the security of this Assignment. In the event Lender elects to seek the appointment of a receiver for the Property, or any part thereof, upon the occurrence and during the continuance of an Event of Default, Grantor hereby expressly consents to the appointment of such receiver.

Subsequent to the occurrence and during the continuance of any Event of Default all Rents collected may be applied as Lender shall determine in Lender's discretion, including without limitation to the costs, if any, of taking possession and control of and managing the Property, or any part thereof, and collecting such amounts, including, but not limited to, reasonable attorneys' fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, or any part thereof, premiums on insurance policies, taxes, assessments and other charges on the Property, or any part thereof, and to the Debt in such order and priority as Lender

shall determine. Lender and its agents or employees or the receiver shall have access to the books and records used in the operation and maintenance of the Property at reasonable times and upon reasonable notice to Grantor, and shall be liable to account only for those Rents actually received. Neither Lender nor its agents, employees, officers or directors shall be liable to Grantor, any Person claiming under or through Grantor or any Person having an interest in the Leases or any other part of the Property by reason of Lender's rights or remedies hereunder or the exercise thereof provided, however, that the foregoing provisions of this sentence shall not be deemed to alter or amend the provisions of any indemnification of Lender (or its agents, employees, officers and directors) by Grantor hereunder or under the other Loan Documents.

If the Rents are not sufficient to meet the costs, if any, of taking possession and control of and managing the Property, any funds expended by Lender for such purposes shall become a part of the Debt secured by this Assignment. Such amounts shall be payable upon notice from Lender to Grantor requesting payment thereof and shall bear interest from the date of such notice at the Default Rate until paid.

Section 4. Representations and Warranties of Grantor. All of the representations and warranties contained in Section 2.05(o) of the Security Instrument are hereby incorporated by reference with the same force and effect as if fully restated herein.

Section 5. No Mortgagee in Possession. The acceptance by Lender of this Assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking of possession of the Property by Lender, be deemed or construed to constitute Lender a mortgagee-in-possession nor thereafter or at any time or in any event obligate Lender to appear in or defend any action or proceeding relating to the Leases, the Rents or any other part of the Property, or to take any action hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Leases, or to assume any obligation or responsibility for any Security Deposits or other deposits delivered to Grantor by any obligor thereunder and not assigned and delivered to Lender, nor shall Lender be liable in any way for any injury or damage to Person or property sustained by any Person in or about the Premises; and the collection of said Rents and application as aforesaid and/or the entry upon and taking possession of the Property or any part thereof by Lender or a receiver shall not cure or waive, modify or affect any Event of Default so as to invalidate any act done pursuant to such Event of Default, and the enforcement of such right or remedy by Lender, once exercised, shall continue for so long as Lender shall elect, notwithstanding that the collection and application aforesaid of the Rents may have cured for the time the original Event of Default. If Lender shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent Event of Default, whether of the same or a different nature.

Section 6. Certain Agreements of Grantor. Grantor hereby covenants and agrees as follows:

(a) This Assignment shall transfer to Lender all of Grantor's right, title and interest in and to the Security Deposits, provided that Grantor shall have the right to retain the Security Deposits so long as no Event of Default shall have occurred and provided further, that Lender shall have no obligation to any such tenant with respect to the Security Deposits

unless and until Lender comes into actual possession and control thereof;

(b) Grantor shall not terminate, grant concessions in connection with, modify or amend any Lease without the prior written consent of Lender except in accordance with the terms of the Security Instrument;

(c) Grantor shall not collect or permit the prepayment of any Rent more than one (1) month in advance of the date on which it becomes due under the terms of any Lease (except that Grantor may collect or permit collection of Security Deposits subject to and only in accordance with the terms of the Security Instrument);

(d) Except as expressly permitted by the Security Instrument, Grantor shall not execute any further pledge or assignment of any Rent or any interest therein or suffer or permit any such assignment to occur by operation of law;

(e) Grantor shall faithfully perform and discharge all obligations of the lessor under the Leases substantially in accordance with the terms thereof, and shall give prompt written notice to Lender of any notice of Grantor's default received from a tenant which leases more than 5,000 square feet in the aggregate and shall furnish Lender with a complete copy of said notice and Grantor shall appear in and defend any action or proceeding arising under or in any manner connected with the Leases;

(f) Grantor shall not waive, excuse, condone, discount, set-off, compromise or in any manner release or discharge any tenant under the Leases, of and from any obligations, covenants, conditions and agreements by said tenant to be kept, observed and performed, including the obligation to pay Rents thereunder, except as permitted by the Security Instrument;

(g) Nothing herein shall be construed to impose any liability or obligation on Lender under or with respect to the Leases. Neither this Assignment nor any action or inaction on the part of Lender shall, without the prior written consent of Lender, constitute an assumption on its part of any obligation under the Leases; nor shall Lender have any obligation to make any payment to be made by Grantor under the Leases, or to present or file any claim, or to take any other action to collect or enforce the payment of any amounts which have been assigned to Lender or to which it may be entitled hereunder at any time or times. No action or inaction on the part of Lender or its agents, employees, officers or directors shall adversely affect or limit in any way the rights of Lender hereunder or under the Leases. Grantor shall indemnify and hold Lender and its agents, employees, officers or directors harmless from and against any and all liabilities, losses and damages which Lender or its agents, employees, officers or directors may incur under the Leases or by reason of this Assignment, and of and from any and all claims and demands whatsoever which may be asserted against Lender or its agents, employees, officers or directors by reason of any alleged obligations to be performed or discharged by Lender under the Leases or this Assignment including, without limitation, any liability under the covenant of quiet enjoyment contained in any of the Leases in the event that any tenant shall have been joined as a party defendant in any action to foreclose the Security Instrument and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in the Property or any part thereof. Should Lender or its agents,

employees, officers or directors incur any liability, loss or damage under the Leases or under or by reason of this Assignment, except for liability, loss or damage resulting solely from Lender's gross negligence or willful misconduct, Grantor shall immediately upon demand reimburse Lender, its agents, employees, officers or directors for the amount thereof together with all costs and expenses and reasonable attorneys' fees incurred by Lender or its agents, employees, officers or directors. All of the foregoing sums shall bear interest from the date so demanded until paid at the Default Rate. Any Rent collected by Lender or its agents may be applied by Lender in its discretion in satisfaction of any such liability, loss, damage, claim, demand, costs, expense or fees; and

Section 7. Event of Default. The occurrence of an Event of Default pursuant to the Security Instrument shall constitute an Event of Default hereunder.

Section 8. Additional Rights and Remedies of Lender. In addition to all other rights and remedies provided herein, under the Loan Documents, or otherwise available at law or in equity, if an Event of Default occurs and is continuing, Lender shall, in its sole discretion, have the following rights and remedies, all of which are cumulative:

(a) Lender shall have the right at any time or times thereafter, at its sole election, without notice thereof to Grantor, to enforce the terms of the Leases, to sue for or otherwise collect the Rents, whether in Grantor's or Lender's name, to enter upon, take possession and manage and control the Leases and any other part of the Property, with or without notice, either in person, by agent or by court-appointed receiver, and to otherwise do any act or incur any costs or expense as Lender shall deem proper to protect the security hereof, as fully and to the same extent as Grantor could do in possession, and in such event to apply the Rents so collected to the operation and management of the Property, or any part thereof, but in such order as Lender may deem proper, and including payment of reasonable management, brokerage and attorneys' fees, in the name of Grantor, Lender, a nominee of Lender, or in any or all of the said names;

(b) Lender shall have the right at any time or times, at its sole election, without notice thereof, except such notice as may be expressly provided in the Security Instrument, if any, to Grantor, to declare all sums secured hereby immediately due and payable and, at its option, exercise any and/or all of the rights and remedies contained in the Note, the Security Instrument and the other Loan Documents; and

(c) Lender shall have the right to assign all or any portion of Lender's right, title and interest under this Assignment in any of the Leases to any subsequent holder of the Note or any participating interest therein or to any Person acquiring title to the Leases or any other portion of the Property through foreclosure or otherwise. Any subsequent assignee shall have all the rights and powers herein provided to Lender.

Section 9. Additional Security. Lender may take or release other security for the payment of the Debt, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of such indebtedness, without prejudice to any of its rights under this Assignment. Grantor shall also deliver to Lender any notification, financing statement or other document reasonably required by Lender to perfect the assignment

as to any such Lease.

Section 10. Absolute Assignment; Release. The assignment made hereby is an absolute and unconditional assignment of rights only, and not a delegation of duties. The execution and delivery hereof shall not in any way impair or diminish the obligations of Grantor under the provisions of each and every Lease nor shall such execution and delivery cause any of the obligations contained in the Leases to be imposed upon Lender. The assignment contained herein and all rights herein assigned to Lender shall cease and terminate as to all Leases and Rents upon the payment in full of the Debt and the release of the Property from the security title, security interest and lien, as applicable, of the Security Instrument. In the event Lender shall have in its possession any Rents or Security Deposits after payment in full of the Debt, Lender shall return or cause such Rents and/or Security Deposits to be returned to Grantor in accordance with the terms of the Security Instrument. In the event that the assignment contained herein shall so terminate, Lender shall, upon the written request of Grantor, deliver to Grantor a termination of this Assignment which shall be in recordable form, together with a notice to tenants of the Premises instructing such tenants to make all future payments of Rent to Grantor or to such other Person as Grantor may direct.

Section 11. Effect on Rights Under Other Documents. 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 its rights and remedies under the Loan Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms of the Loan Documents. The right of Lender to collect the Debt and to enforce any other security therefor held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents contained in the Security Instrument or in any other document.

Section 12. Further Assurances. Grantor hereby agrees that it shall, whenever and as often as it shall be reasonably requested to do so by Lender, execute, acknowledge and deliver, or cause to be executed, acknowledged, and delivered, in form and substance reasonably acceptable to Lender, any and all such further conveyances, instruments, documents, approvals, consents, and memoranda of the other documents and to do any and all other acts as may be reasonably necessary or appropriate to effectuate the terms of this Assignment. This Assignment or a memorandum hereof may be recorded by Lender at any time.

Section 13. No Waiver. A waiver by Lender of any of its rights hereunder or under the Leases or of a breach of any of the covenants and agreements contained herein to be performed by Grantor shall not be construed as a waiver of such rights in any succeeding instance or of any succeeding breach of the same or other covenants, agreements, restrictions or conditions. No waiver by Lender hereunder shall be effective unless in writing.

Section 14. Marshalling. Notwithstanding the existence of any other security interest in the Property or any part thereof held by Lender or by any other party, Lender shall have the right to determine the order in which any of the Leases or any other portion of the Property shall be subjected to the remedies provided herein. Lender shall have the right to determine the order in which any or all portions of the Debt are satisfied from the proceeds realized upon the exercise

of the remedies provided herein. Grantor and any Person who now or hereafter acquires a security interest in any of the Leases or any other portion of the Property and who has actual or constructive notice hereof hereby waives, to the extent permitted by law, any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable Legal Requirements or provided herein.

Section 15. Notices. All notices, demands, requests, consents, approvals or communications required under this Assignment shall be in writing and shall be deemed to have been properly given if delivered in accordance with the provisions of the Security Instrument at the addresses set forth in the Security Instrument.

Section 16. Counterparts. This Assignment may be executed in any number of 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 signed 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.

Section 17. Governing Law; Severability. This Assignment shall be governed by and construed under the laws of the State of New York applicable to contracts made and performed in such State, except with respect to the provisions hereof which relate to realizing upon the security covered by this Assignment which shall be governed by the law of the State in which the Property is located, it being understood that to the fullest extent permitted by the law of such State, the law of the State of New York shall govern the validity and enforceability of the Loan Documents and the Debt and obligations thereunder. In case any of the provisions of this Assignment shall at any time be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the remaining provisions of this Assignment, and this Assignment shall be construed and enforced as if all such illegal, invalid or unenforceable provisions had never been inserted herein.

Section 18. Modification. This Assignment may not be modified or amended except by written agreement of the parties.

Section 19. Binding Agreement. Lender may, from time to time, without notice to Grantor, assign, transfer or convey this Assignment and the other Loan Documents or all or any of its interest hereunder or under all or any of the other Loan Documents and, notwithstanding any such assignment, transfer or conveyance, this Assignment and the other Loan Documents shall remain in full force and effect. This Assignment shall be binding upon Grantor, its successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

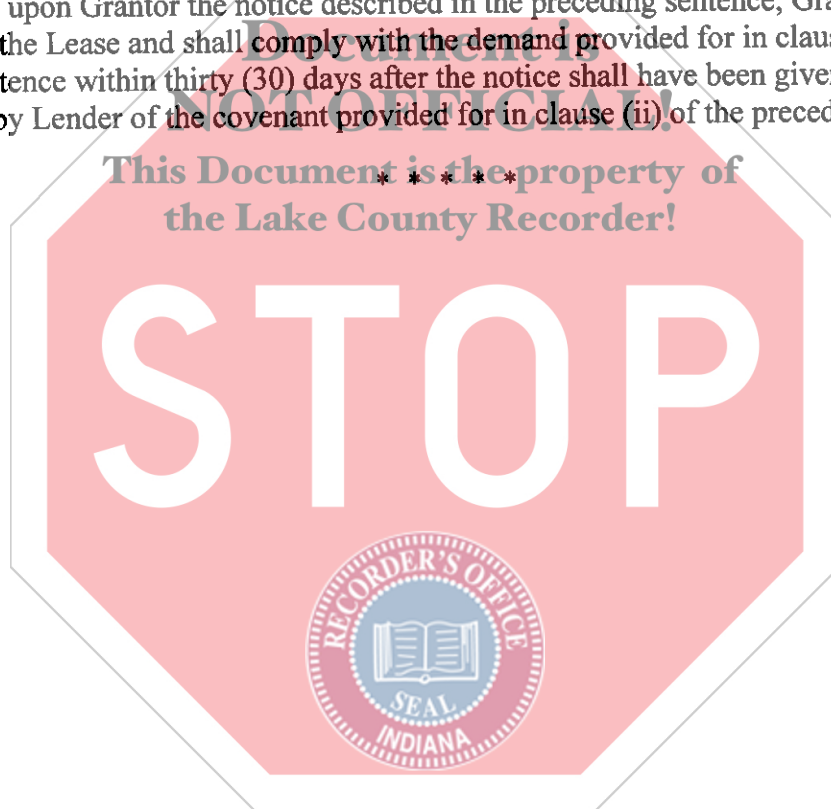
Section 20. TRIAL BY JURY. GRANTOR HEREBY WAIVES THE RIGHT TO ASSERT A COUNTERCLAIM, OTHER THAN A COMPULSORY COUNTERCLAIM, IN ANY ACTION OR PROCEEDING BROUGHT AGAINST IT BY LENDER OR ITS AGENTS AND WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING INCLUDING, WITHOUT LIMITATION, ANY TORT ACTION, BROUGHT BY EITHER PARTY HERETO AGAINST THE OTHER OR IN ANY COUNTERCLAIM GRANTOR MAY BE PERMITTED TO ASSERT HEREUNDER OR WHICH MAY BE ASSERTED BY LENDER OR ITS AGENTS AGAINST GRANTOR OR IN ANY MATTERS WHATSOEVER, ARISING OUT

OF OR IN ANY WAY CONNECTED WITH GRANTOR, THIS ASSIGNMENT, THE NOTE, THE SECURITY INSTRUMENT OR ANY OF THE OTHER LOAN DOCUMENTS.

Section 21. Bankruptcy.

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

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



IN WITNESS WHEREOF, Grantor has executed this Assignment on the day and year first hereinabove set forth.

Witnessed by:

David Coop
Jenna Sewell

GRANTOR:

RLJ II - R HAMMOND, LLC,
a Delaware limited liability company

By: [Signature]
Name: Thomas J. Baltimore, Jr.
Title: President

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This Document is the property of the Lake County Recorder!

Witnessed by:

David Coop
Jenna Sewell

GRANTOR:

RLJ II - R HAMMOND LESSEE, LLC,
a Delaware limited liability company

By: [Signature]
Name: Thomas J. Baltimore, Jr.
Title: President



STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

Before me, a Notary Public in and for said County and State, personally appeared Thomas J. Baltimore, Jr., the President of RLJ II – R HAMMOND, LLC, a Delaware limited liability company, and the President of RLJ II – R HAMMOND LESSEE, LLC, a Delaware limited liability company, and acknowledged the execution of the foregoing instrument as such member acting for and on behalf of each limited liability company and who, having been duly sworn, stated that any representations therein contained are true and correct.

Witness my hand and Notarial Seal this 14 day of June, 2006



GEORGE KARNOUPAKIS
Notary Public, State of New York
No. 01KA6128850
Qualified in Queens County
Commission Expires June 20, 2009

George Karnoupakis
(signature)

GEORGE KARNOUPAKIS
(printed name) Notary Public

Resident of QUEENS County

My Commission Expires: 6/20/09

I, the undersigned, affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document unless required by law.

PREPARED BY ~~AND UPON RECORDATION RETURN TO:~~

David J. Weinberger, Esq.
Proskauer Rose LLP
1585 Broadway
New York, New York 10036

Return to:
LandAmerica Financial Group, Inc.
Attn: Dennis Vendetti Asset #69
1015 15th Street NW, Suite 300
Washington, DC, 20005

Exhibit "A"

Property is located in the County of Lake, State of Indiana, and is described as follows:

Lot 3, Whiteco First Addition to the City of Hammond, as per plat thereof, recorded in Plat Book 82, page 95, in Lake County, Indiana.

Said premises being also described as: Beginning at the Northwest corner of said Lot 3; thence on the following (8) courses along the boundary lines of said Lot 3; (1) South 72°03'59" East 11.02 feet, (2) South 0°00'00" West 34.13 feet, (3) South 89°13'44" East 36.28 feet, (4) South 46°49'00" East 349.51 feet, (5) South 43°11'00" West 277.31 feet, (6) North 47°26'40" West 277.03 feet, (7) North 43°11'00" East 134.77 feet and (8) North 0°00'00" East 193.77 feet to the point of beginning.

