


PREPARED BY AND UPON
RECORDATION RETURN TO:

Dechert LLP
Cira Centre
2929 Arch Street
Philadelphia, PA 19104-2808
Attention: David W. Forti, Esq.


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Shelby Cnty Judge of Probate, AL
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INTOWN SUITES SOUTHPARK, LLC, as assignor
(Borrower)

to

COLUMN FINANCIAL, INC., as assignee
(Lender)

**ASSIGNMENT
OF LEASES AND RENTS**

Dated: As of February 24, 2015

This instrument is utilized as additional security for the Mortgage, Assignment of Leases and Rents and Security Agreement recorded in Book _____, at Page _____ in the Probate Office of ~~Jefferson~~ Shelby County, Alabama.

ASSIGNMENT OF LEASES AND RENTS

This ASSIGNMENT OF LEASES AND RENTS (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, this “Assignment”) made as of the 24 day of February, 2015, by **INTOWN SUITES SOUTHPARK, LLC**, a Delaware limited liability company (“Borrower”), having its principal place of business at c/o Starwood Capital Group, 591 West Putnam Avenue, Greenwich, Connecticut 06830, as assignor to **COLUMN FINANCIAL, INC.**, a Delaware corporation (together with its successors and assigns, “Lender”), having an address at 11 Madison Avenue, New York, New York 10010, as assignee.

RECITALS:

This Assignment is given to secure a loan (the “Loan”) in the principal sum of Three Hundred Eighty Million and 00/100 DOLLARS (\$380,000,000.00) made pursuant to that certain Loan Agreement, dated as of the date hereof, among Borrower, certain other borrower parties named therein (collectively, the “Other Borrowers”) and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “Loan Agreement”) and evidenced by that certain Promissory Note, dated the date hereof, made by Borrower and the Other Borrowers in favor of Lender in the original principal amount of \$380,000,000.00 (together with all extensions, renewals, replacements, restatements, amendments, supplements, severances or modifications thereof being hereinafter referred to as the “Note”). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Loan Agreement.

Borrower desires to further secure the payment of the Debt and the performance of all of its obligations under the Note, the Security Instrument and the other Loan Documents.

This Assignment is given pursuant to the Loan Agreement, and to secure payment, fulfillment, and performance by Borrower of its obligations thereunder and under the other Loan Documents.

NOW THEREFORE, in consideration of the making of the Loan by Lender and the covenants, agreements, indemnities, representations and warranties set forth in this Assignment:

ARTICLE 1 ASSIGNMENT

Section 1.01. Property Assigned. Borrower hereby absolutely and unconditionally assigns transfers, sets over and grants to Lender all of Borrower’s right, title and interest in the following property, rights, interests and estates, now owned, or hereafter acquired by Borrower:

(a) Leases. All existing and future leases, subleases or subsubleases, lettings, licenses, concessions or other agreements made a part thereof (whether written or oral

and whether now or hereafter in effect) affecting the use, enjoyment, or occupancy of all or any part of that certain lot or piece of land, more particularly described in Exhibit A annexed hereto and made a part hereof, together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (collectively, the “**Property**”) and the right, title and interest of Borrower, therein and thereunder.

(b) Other Leases and Agreements. All other leases, subleases, subsubleases and other agreements, whether or not in writing, affecting the use, enjoyment or occupancy of the Property or any portion thereof now or hereafter made, whether made before or after the filing by or against Borrower of any petition for relief under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, conservatorship, arrangement, adjustment, winding-up, liquidation, composition or other relief with respect to its debts or debtors (“**Creditors Rights Laws**”) together with any extension, renewal or replacement of the same, this Assignment of other present and future leases and present and future agreements being effective without further or supplemental assignment. The leases described in Section 1.01 and the leases and other agreements described in this Section 1.01(b) together with all other present and future leases and present and future agreements and any extensions, renewals, modifications or amendments to the same, are collectively referred to as the “**Leases**.”

(c) Rents. All rents, rent equivalents, additional rents, payments in connection with any termination, cancellation or surrender of any Lease, revenues, insurance proceeds, receipts, income, issues and profits arising from the Leases and renewals and replacements thereof and any cash or security deposited in connection therewith and together with all rents, revenues, insurance proceeds, receipts, income, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the use, enjoyment and occupancy of the Property, whether paid or accruing before or after the filing by or against Borrower of any petition for relief under Creditors Rights Laws (collectively, the “**Rents**”).

(d) Bankruptcy Claims. All of Borrower’s claims and rights (the “**Bankruptcy Claims**”) to the payment of damages arising from any rejection by a lessee of any Lease under Creditors Rights Laws.

(e) Lease Guaranties. All of Borrower’s right, title and interest in and claims under any and all lease guaranties, letters of credit and any other credit support given by any guarantor in connection with any of the Leases (individually, a “**Lease Guarantor**,” collectively, the “**Lease Guarantors**”) to Borrower (individually, a “**Lease Guaranty**,” collectively, the “**Lease Guaranties**”).

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

(g) Other. All rights, powers, privileges, options and other benefits of Borrower as lessor under the Leases and beneficiary under the Lease Guaranties, including without limitation the immediate and continuing right to make claim for, receive, collect and



receipt for all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Debt or the Other Obligations), and to do all other things which Borrower or any lessor is or may become entitled to do under the Leases or the Lease Guaranties.

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

(i) Power of Attorney. Upon the occurrence and during the continuance of an Event of Default, Borrower's irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in Section 3.01 of this Assignment and any or all other actions designated by Lender for the proper management and preservation of the Property.

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

Section 1.02. Consideration. This Assignment is made in consideration of that certain Loan made by Lender to Borrower evidenced by the Loan Agreement and the Note and secured by the Security Instrument.

Section 1.03. Termination of Assignment. Upon payment in full of the Debt, this Assignment shall become null and void and shall be of no further force and effect. Notwithstanding the foregoing, in the event that any Individual Property is released from the Lien of the applicable Security Instrument in accordance with the terms of Section 2.5 of the Loan Agreement, this Assignment shall become null and void and shall be of no further force and effect, but solely as to such Individual Property being released.

ARTICLE 2

TERMS OF ASSIGNMENT

Section 2.01. Present Assignment and License Back. It is intended by Borrower that this Assignment constitute a present, absolute assignment of the Leases, Rents, Lease Guaranties and Bankruptcy Claims, and not an assignment for additional security only. Nevertheless, subject to the terms of this Section 2.01 and the Loan Agreement, Lender grants to Borrower a revocable license to collect, receive, use and enjoy the Rents and other sums due under the Lease Guaranties. Borrower shall hold the Rents and all sums received pursuant to any Lease Guaranty, or a portion thereof sufficient to discharge all current sums due on the Debt, in trust for the benefit of Lender for use in the payment of such sums.

Section 2.02. Notice to Lessees. Borrower hereby agrees to authorize and direct the lessees named in the Leases, including, without limitation, any other or future lessees or occupants of the Property and all Lease Guarantors to pay over to Lender or to such other party as Lender directs all Rents and all sums due under any Lease Guaranties in accordance with the

Loan Agreement or upon receipt from Lender of written notice to the effect that Lender is then the holder of the Security Instrument and that an Event of Default exists, and to continue so to do until otherwise notified by Lender.

Section 2.03. Incorporation by Reference. The terms and conditions of this Assignment are subject to the terms and conditions of the Loan Agreement. If any conflict or inconsistency exists between this Assignment and the Loan Agreement, the Loan Agreement shall govern. The occurrence of an "Event of Default" under the Loan Agreement shall constitute an "Event of Default" under this Assignment.

ARTICLE 3 **REMEDIES**

Section 3.01. Remedies of Lender. Upon or at any time after the occurrence and during the continuance of an Event of Default, the license granted to Borrower in Section 2.01 of this Assignment shall automatically be revoked, and Lender shall immediately be entitled to possession of all Rents and sums due under any Lease Guaranties, whether or not Lender enters upon or takes control of the Property; provided, however, that upon Lender's acceptance of Borrower's cure of (or Lender's waiver, in its sole discretion, of) any Event of Default, and so long as no other Event of Default then exists, the license granted to Borrower pursuant to Section 2.01 shall automatically be reinstated. In addition, Lender may, at its option, without waiving such Event of Default, without notice and without regard to the adequacy of the security for the Debt, either in person or by agent, nominee or attorney, with or without bringing any action or proceeding, or by a receiver appointed by a court, dispossess Borrower and its agents and servants from the Property, without liability for trespass, damages or otherwise and exclude Borrower and its agents or servants wholly therefrom, and take possession of the Property and all books, records and accounts relating thereto and have, hold, manage, lease and operate the Property on such terms and for such period of time as Lender may deem proper and either with or without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all Rents and sums due under all Lease Guaranties, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Lender and may apply the Rents and sums received pursuant to any Lease Guaranties to the payment of the following in such order and proportion as Lender in its sole discretion may determine: (a) all reasonable out-of-pocket expenses of managing and securing the Property, including, without being limited thereto, the reasonable out-of-pocket salaries, fees and wages of a managing agent and such other employees or agents as Lender may deem reasonably necessary and all reasonable out-of-pocket expenses of operating and maintaining the Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Lender may reasonably deem necessary, and the cost of all necessary alterations, renovations, repairs or replacements, and all out-of-pocket expenses incident to taking and retaining possession of the Property together with reasonable attorneys' fees; and (b) the Debt, together with all actual out-of-pocket costs and reasonable attorneys' fees. In addition, upon the occurrence and during the continuance of an Event of Default, Lender, at its option, may exercise all rights and powers of Borrower with respect to the Leases and Rents, including,

without limitation, the right to negotiate, execute, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents from the Property and all sums due under any Lease Guaranties, and (c) either require Borrower to (x) pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupancy of such part of the Property as may be in possession of Borrower or (y) vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise.

Section 3.02. Other Remedies. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the power and rights granted to Lender hereunder shall be deemed to be a waiver by Lender of its rights and remedies under the Loan Agreement, the Note, the Security Instruments, or the other Loan Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms thereof. The right of Lender to collect the Debt and to enforce any other security therefor held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Borrower hereby absolutely, unconditionally and irrevocably waives any and all rights to assert any setoff, counterclaim or crossclaim of any nature whatsoever with respect to the Debt or otherwise with respect to the Loan in any action or proceeding brought by Lender to collect same, or any portion thereof, or to enforce and realize upon the lien and security interest created by this Assignment, the Loan Agreement, the Note, the Security Instruments, or any of the other Loan Documents (provided, however, that the foregoing shall not be deemed a waiver of Borrower's right to assert any compulsory counterclaim if such counterclaim is compelled under local law or rule of procedure, nor shall the foregoing be deemed a waiver of Borrower's right to assert any claim which would constitute a defense, setoff, counterclaim or crossclaim of any nature whatsoever against Lender in any separate action or proceeding).

Section 3.03. Other Security. Lender may take or release other security for the payment of the Debt, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of the Debt without prejudice to any of its rights under this Assignment.

Section 3.04. Non-Waiver. The exercise by Lender of the option granted it in Section 3.01 of this Assignment and the collection of the Rents and sums due under the Lease Guaranties and the application thereof as herein provided shall not be considered a waiver of any Event of Default. The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (a) the failure of Lender to comply with any request of Borrower or any other party to take any action to enforce any of the provisions hereof or of the Loan Agreement, the Note, the Security Instruments or the other Loan Documents, (b) the release regardless of consideration, of the whole or any part of the Property, or (c) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Loan Agreement, the Note, the Security Instruments or the other Loan Documents. Subject to applicable Legal Requirements, Lender may resort for the payment of the Debt to any other security held by Lender in such order and

manner as Lender, in its discretion, may elect. Lender may take any action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to enforce its rights under this Assignment. The rights of Lender under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

Section 3.05. Bankruptcy.

(a) Upon the occurrence and during the continuance of an Event of Default, Lender shall have the right to proceed in its own name or in the name of Borrower 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 Borrower, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under Creditors Rights Laws. Any amounts received by Lender as damages arising out of rejection of any Lease as aforesaid shall be applied first to all out-of-pocket costs and expenses of Lender (including, without limitation, reasonable attorneys' fees, expenses, and disbursements) actually incurred in connection with the exercise of any of its rights or remedies under this Section 3.05.

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

ARTICLE 4

NO LIABILITY, FURTHER ASSURANCES

Section 4.01. No Liability of Lender. This Assignment shall not be construed to bind Lender to the performance of any of the covenants, conditions or provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Lender. Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to let the Property after an Event of Default or from any other act or omission of Lender in managing the Property after an Event of Default unless such loss is caused by the gross negligence, willful misconduct or bad faith of Lender. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or any Lease Guaranties or under or by reason of this

Assignment and Borrower shall, and hereby agrees, to indemnify Lender for, and to hold Lender harmless from, any and all liability, loss or damage actually incurred under the Leases, any Lease Guaranties or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands actually asserted against Lender by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases or any Lease Guaranties, except to the extent attributable to the gross negligence, willful misconduct or bad faith of Lender. Should Lender incur any such liability, the amount thereof, including reasonable out-of-pocket costs, expenses and reasonable attorneys' fees actually incurred, shall be secured by this Assignment and by the Security Instruments and the other Loan Documents and Borrower shall reimburse Lender therefor promptly upon demand and upon the failure of Borrower so to do Lender may, at its option, declare all sums secured by this Assignment and by the Security Instruments and the other Loan Documents immediately due and payable. Subject to the provisions of the Loan Agreement and the other Loan Documents, this Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases or any Lease Guaranties; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property, including without limitation the presence of any Hazardous Materials, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

Section 4.02. No Mortgagee in Possession. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Lender. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.

Section 4.03. Further Assurances. Borrower shall, at the cost of Borrower, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, conveyances, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, reasonably require for the better assuring, conveying, assigning, transferring and confirming unto Lender the property and rights hereby assigned or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Assignment or for filing, registering or recording this Assignment and, on demand, will execute and deliver and hereby authorizes Lender to file one or more financing statements or execute in the name of Borrower to the extent Lender may lawfully do so, one or more chattel mortgages or other instruments, as required to maintain the lien and security interest hereof in and upon the Leases, so long as the same shall not increase Borrower's obligations or decrease the rights of Borrower under the Loan Documents in any material respect.



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ARTICLE 5
MISCELLANEOUS PROVISIONS

Section 5.01. Conflict of Terms. In case of any conflict between the terms of this Assignment and the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail. In the case of any conflict between the terms of this Assignment and the terms of the Security Instrument, the terms of this Assignment shall prevail.

Section 5.02. No Oral Change. This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 5.03. Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeably in singular or plural form and the word "Borrower" shall mean "each Borrower and any subsequent owner or owners of the Property or any part thereof or interest therein," the word "Lender" shall mean "Lender and any subsequent holder of the Note," the word "Note" shall mean "the Note and any other evidence of indebtedness secured by the Security Instrument," the word "person" shall include an individual, corporation, partnership, limited liability company, trust, unincorporated association, government, governmental authority, and any other entity, the word "Property" shall include any portion of the Property and any interest therein, and the phrases "attorneys' fees" and "counsel fees" shall include any and all attorneys', paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder; whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 5.04. Inapplicable Provisions. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

Section 5.05. Duplicate Originals; Counterparts. This Assignment may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original. This Assignment may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Assignment. The failure of any party hereto to execute this Assignment, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

Section 5.06. CHOICE OF LAW. THIS ASSIGNMENT SHALL BE DEEMED TO BE A CONTRACT ENTERED INTO PURSUANT TO THE LAWS OF THE STATE OF NEW YORK AND SHALL IN ALL RESPECTS BE GOVERNED, CONSTRUED, APPLIED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK

(WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES), PROVIDED HOWEVER, THAT WITH RESPECT TO THE CREATION, PERFECTION, PRIORITY AND ENFORCEMENT OF THE LIEN OF THIS ASSIGNMENT, THE LAWS OF THE STATE WHERE THE PROPERTY IS LOCATED SHALL APPLY.

Section 5.07. Notices. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person with receipt acknowledged by the recipient thereof, or (ii) one (1) Business Day after having been deposited for overnight delivery with any reputable overnight courier service, addressed as follows:

If to Borrower: c/o Starwood Capital Group
591 West Putnam Avenue
Greenwich, Connecticut 06830
Attention: Ruby Huang, Senior Vice President

With a copy to: Paul Hastings LLP
75 East 55th Street
New York, NY 10022
Attention: David Viklund, Esq.

And a copy to: Rinaldi, Finkelstein & Franklin, LLC
591 West Putnam Avenue
Greenwich, Connecticut 06830
Attention: Eric W. Franklin, Esq.

If to Lender: Column Financial, Inc.
11 Madison Avenue
New York, New York 10010
Attention: N. Dante LaRocca and Sarah Nelson

With a copy to: Dechert LLP
Cira Centre
2929 Arch Street
Philadelphia, Pennsylvania 19104
Attention: David W. Forti, Esq.

or addressed as such party may from time to time designate by written notice to the other parties.

Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

Section 5.08. WAIVER OF TRIAL BY JURY. EACH OF BORROWER AND, BY VIRTUE OF ITS ACCEPTANCE OF THIS ASSIGNMENT, LENDER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY

JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING FROM OR RELATING DIRECTLY OR INDIRECTLY TO THE LOAN EVIDENCED BY THE NOTE, THE APPLICATION FOR THE LOAN EVIDENCED BY THE NOTE, THIS ASSIGNMENT, THE NOTE, THE SECURITY INSTRUMENTS OR THE OTHER SECURITY DOCUMENTS OR ANY ACTS OR OMISSIONS OF LENDER OR BORROWER (AS THE CASE MAY BE), ITS OFFICERS, EMPLOYEES, DIRECTORS, ATTORNEYS OR AGENTS IN CONNECTION THEREWITH.

Section 5.09. Submission to Jurisdiction. With respect to any claim or action arising hereunder, Borrower and, by virtue of its acceptance of this Assignment, Lender each (a) irrevocably submits to the nonexclusive jurisdiction of the courts of the State of New York and the United States District Court located in the Borough of Manhattan in New York, New York, and appellate courts from any thereof, and (b) irrevocably waives any objection which it may have at any time to the laying on venue of any suit, action or proceeding arising out of or relating to this Assignment brought in any such court, and irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

Section 5.10. Liability. If Borrower consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several. This Assignment shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns forever.

Section 5.11. Headings, Etc. The headings and captions of various paragraphs of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 5.12. Intentionally Omitted.

Section 5.13. Intentionally Omitted.

Section 5.14. Exculpation. The terms, provisions and conditions of Section 9.4 of the Loan Agreement are hereby incorporated by reference into this Assignment to the same extent and with the same force as if fully set forth herein.

THIS ASSIGNMENT, together with the covenants and warranties herein contained, shall inure to the benefit of Lender and shall be binding upon Borrower, its successors and assigns and any subsequent owner of the Property, subject to the terms and conditions of Section 1.03 hereof.

ARTICLE 6

STATE-SPECIFIC PROVISIONS

Section 6.01. Intentionally Omitted.


[No further text on this page.]

IN WITNESS WHEREOF, THIS ASSIGNMENT has been executed the day and year first above written.

BORROWER:

INTOWN SUITES SOUTHPARK, LLC, a
Delaware limited liability company

By:


Name: Ruby Huang
Title: Authorized Signatory



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ACKNOWLEDGMENT

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

I, ANNA IRIARTE a Notary Public in and for said County in said State, hereby certify that RUBY HUANG, whose name as AUTHORIZED SIGNATORY of INTOWN SUITES SOUTHPARK, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, she, as such AUTHORIZED SIGNATORY and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal, this 19th day of February, 2015.

Anna B. Iriarte
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

ANNA B. IRIARTE
Notary Public, State of New York
No. 011R4867290
Qualified in New York County
Commission Expires August 11, 2018



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EXHIBIT A

LEGAL DESCRIPTION

1840 SOUTHPARK DRIVE, BIRMINGHAM, AL

Lot 9-A, according to a Resurvey of Lots 9 and 10, Southpark, as recorded in Map Book 22, Page 17, in the Office of the Judge of Probate of Shelby County, Alabama.

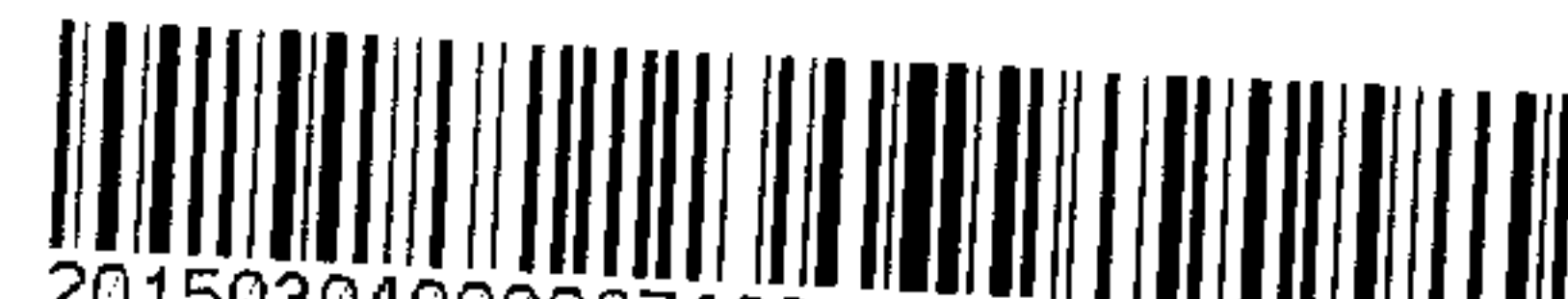

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EXHIBIT A