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SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**ASSIGNMENT OF RENTS AND LEASES  
(MISSISSIPPI)**

made from

**BRISTOL HOTEL ASSET COMPANY**  
"Assignor"

to

**BANKERS TRUST COMPANY, as Agent**  
"Assignee"

Date: As of April 17, 1997

To the Chancery Clerk of DeSoto County, Mississippi: The real property described herein is situated in the Southwest Quarter of the Southwest Quarter and Northwest Quarter of Section 25, Township 1 South, Range 6 West, DeSoto County, Mississippi.

<sup>1</sup>NOTE: If this Assignment of Rents and Leases or the Notes which this Assignment of Rents and Leases secures are in your possession, DO NOT DESTROY THEM. State law may require presentation of this Assignment of Rents and Leases and/or the Notes in order to obtain a termination or release of this Assignment of Rents and Leases upon satisfaction of the indebtedness secured hereby. The termination or release must be recorded in the city, town, county or parish records for the jurisdiction in which the land described in Exhibit A is located.

MISSISSIPPI - HOLIDAY INN  
EXECUTIVE CONFERENCE CENTER,  
OLIVE BRANCH (A-43)  
LA3-773733.V2

04/9/97

**ASSIGNMENT OF RENTS AND LEASES  
(MISSISSIPPI)**

**THIS ASSIGNMENT OF RENTS AND LEASES (MISSISSIPPI)** (this "Assignment") is dated as of April 17, 1997, by and from **BRISTOL HOTEL ASSET COMPANY**, a Delaware corporation ("Assignor"), whose address is 14295 Midway Road, Dallas, Texas 75244, to and for the benefit of **BANKERS TRUST COMPANY**, a New York banking corporation, as Agent (in such capacity, "Agent") for the lenders (the "Lenders") listed on the signature pages of the Credit Agreement (as hereinafter defined), having an address at 280 Park Avenue, New York, New York 10017 (Agent, together with its successors and assigns, "Assignee").

All capitalized terms used but not otherwise defined herein shall have the same meanings ascribed to them in the Deed of Trust (as hereinafter defined) or, if not defined therein, in the Credit Agreement.

**RECITALS**

A. Assignor is the record owner and holder of certain real property described in Exhibit A attached hereto and by this reference incorporated herein, together with the Improvements constructed thereon (hereinafter referred to collectively as the "Premises").

B. Assignor is the owner and holder of the landlord's interest under certain Leases (as hereinafter defined), which Leases demise various portions of the Premises.

C. Pursuant to that certain First Amended and Restated Credit Agreement dated as of April 28, 1997 by and among Assignor and BHAC Canada Inc. (as borrowers), Bristol Hotel Company (as guarantor), the Lenders, Agent and Bank One, Texas, N.A. and Wells Fargo Bank, N.A. (as co-agents) (such First Amended and Restated Credit Agreement, together with all amendments, modifications, supplements, restatements, extensions, renewals or replacements thereof, the "Credit Agreement"), the Lenders have agreed to make certain loans (collectively, the "Loan") to Assignor up to the maximum aggregate principal amount set forth in Section 2.1 of the Credit Agreement, which Loan, together with interest thereon, is evidenced by the Notes and the Credit Agreement and secured by, among other things, that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (Mississippi) of even date herewith by Assignor for the benefit of Assignee (the "Deed of Trust").

D. The Lenders are willing to make the Loan to Assignor only if Assignor assigns the Rents (as hereinafter defined) and Leases to Assignee in the manner hereinafter provided.

**NOW, THEREFORE**, in consideration of the foregoing Recitals, which are incorporated into the operative provisions of this Assignment by this reference, and for other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, and intending to be legally bound hereby, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby absolutely and unconditionally sells, assigns, transfers, sets over and delivers to Assignee all right, title and interest that Assignor may now or hereafter have in and to, and the right to exercise all rights and remedies that Assignor may now or hereafter have under:

(a) all right, title and interest of Assignor as landlord in and to all leaseholds and all leases, subleases, licenses, franchises, concessions, or grants of other possessory interests, tenancies, and any other agreements affecting the use, possession or occupancy of the Premises (or any other part of the Mortgaged Property) or any part thereof (including, without limitation, guest rooms, restaurants, bars, conference and meeting rooms, and banquet halls and other public facilities), whether now or hereafter existing or entered into (including, without limitation, any use or occupancy arrangements created pursuant to Section 365(d) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors, in respect of any tenant or occupant of any portion of the Premises (or any other part of the Mortgaged Property)), and all amendments, modifications, supplements, extensions or renewals thereof, and all guaranties thereof or of leasing commissions, whether now or hereafter existing and all amendments, modifications, supplements, extensions or renewals thereof, (all of the foregoing being collectively referred to as the "Leases"), and all rents, issues, profits, royalties (including, without limitation, all oil and gas or other hydrocarbon substances), earnings, receipts, revenues, accounts, accounts receivable, security deposits and other deposits (subject to the prior right of the tenants making such deposits) and income, including, without limitation, fixed, additional and percentage rents, occupancy and room charges, guest charges, vending receipts, service charges, telephone charges, guest laundry charges, room revenues and receipts, and all other fees, charges, accounts and other payments for the use or occupancy of rooms and other public facilities and/or the services rendered and goods provided in connection therewith, food and beverage charges (including, without limitation, revenues derived from the sale or service of food and alcoholic and non-alcoholic beverages), and any other items of revenue, receipts and/or income as identified in the Uniform System of Accounts for Hotels, International Association of Hospitality Accountants, as amended from

time to time, and all operating expense reimbursements, reimbursements for increases in taxes, sums paid by tenants to Assignor to reimburse Assignor for amounts originally paid or to be paid by Assignor or Assignor's agents or affiliates for which such tenants were liable, as, for example, tenant improvements costs in excess of any work letter, lease takeover costs, moving expenses and tax and operating expense pass-throughs for which a tenant is solely liable, parking, maintenance, common area, tax, insurance, utility and service charges and contributions, proceeds of sale of electricity, gas, heating, air-conditioning and other utilities and services, deficiency rents and liquidated damages, and other benefits now or hereafter derived from any portion of the Premises (or any other part of the Mortgaged Property) or otherwise due and payable or to become due and payable as a result of any ownership, use, possession, occupancy or operation thereof and/or services rendered, goods provided and business conducted in connection therewith (including, without limitation, any payments received pursuant to Section 502(b) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors, in respect of any tenant or other occupants of any portion of the Premises and all claims as a creditor in connection with any of the foregoing) and all cash or security deposits, advance rentals, and all deposits or payments of a similar nature relating thereto, now or hereafter, including, without limitation, during any period of redemption, those derived from the Premises or any other portion of the Mortgaged Property and all proceeds from the cancellation, surrender, sale or other disposition of the Leases (all of the foregoing being referred to collectively, as the "Rents") and the right to receive and apply the Rents to the payment of the Obligations, subject to the right hereinafter given to Assignor to collect the Rents; and

(b) the right to enforce, whether at law or in equity or by any other means, all terms, covenants and provisions of the Leases (collectively, the "Lease Provisions").

This assignment is made as part of the consideration for the transactions contemplated by the Credit Agreement and the other Loan Documents, it being intended by Assignor and Assignee that such assignment constitutes an absolute assignment and not an assignment for additional security only. The foregoing assignment encompasses the right of Assignor to amend, modify or terminate any of the Leases, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder, together with the immediate and continuing right to collect and receive all Rents that may become due to Assignor or that Assignor may now or shall hereafter become entitled to demand or claim, arising from or out of the Leases, including, without limitation, claims of Assignor for damages arising out of, or for breach of or default under, any of the Leases and all rights of Assignor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to any of the Leases.

2. Representations and Warranties.

(a) Assignor represents and warrants that Assignor has the right, power and authority to sell, assign, transfer, set over and deliver all of its right, title and interest in and to the Leases and the Rents thereunder and that no Persons other than the Tenants (as hereinafter defined) have any right, title or interest therein. As used in this Assignment, the term "Tenants" shall mean all tenants or occupants of the Mortgaged Property, whether such tenants or occupants are leasing, renting, using or occupying a portion of the Mortgaged Property now or in the future.

(b) Assignor represents and warrants that, to Assignor's best knowledge, Assignor (and its predecessors-in-interest, if any) has duly and punctually performed all and singular the material terms, covenants, conditions and warranties of the Leases to be kept, observed and performed by the landlord thereunder.

3. Affirmative Covenants. Assignor shall, at its sole cost and expense:

(a) Duly and timely keep, observe, perform, comply with and discharge, or cause to be kept, observed, performed, complied with and discharged, all of the material obligations of the landlord under the Leases;

(b) Exercise commercially reasonable efforts to enforce and obtain the observance and performance of each material obligation, term, covenant, condition and agreement in the Leases to be kept, observed, performed, complied with and discharged by the respective Tenants thereunder, and exercise such rights and remedies under each Lease and take such other action as may be necessary or proper to protect the interests of Assignor and Assignee thereunder; and

(c) Appear in and defend (with counsel reasonably satisfactory to Assignee) any action or proceeding arising under or in any manner connected with the Leases or the duties or liabilities of the landlord or the Tenants thereunder and upon request by Assignee (as an additional party), to do so in the name and on behalf of Assignee but at the expense of Assignor, and to pay all reasonable costs and expenses of Assignee, including, without limitation, reasonable attorneys' fees, forum costs and disbursements, actually incurred with respect to any such action or proceeding.

4. Negative Covenants. Assignor shall not, except with the prior written consent of Assignee in each instance:

(a) Further sell, assign, pledge, mortgage or otherwise transfer or encumber (except hereby) any of the Leases or any portion of the Rents due and payable or to become due and payable thereunder or any right, title or interest of Assignor therein;

(b) Except in the ordinary course of business, accept prepayments of any portion of the Rents (except security deposits paid by Tenants under the Leases) for a period of more than one (1) month in advance of the due dates thereof;

(c) In any manner intentionally or materially impair the value of the Leases and Rents or the benefits to Assignee of this Assignment; or

(d) Modify any Lease in violation of any provision of the Credit Agreement (the applicable provisions of which are incorporated herein by this reference).

5. Future Leases. It is the intention of the parties hereto that all Leases affecting the Premises and any other portion of the Mortgaged Property or any portion thereof, including, without limitation, renewal Leases, hereafter entered into by Assignor shall be covered by the provisions of this Assignment and all such Leases and all of Assignor's right, title and interest in all such Leases, and the Rents payable thereunder, are hereby assigned to Assignee until the end of the respective terms thereof and any renewals or extensions thereof, subject to all of the terms, covenants and provisions of this Assignment. All Leases entered into after the date hereof shall conform to the requirements of Section 6.18 of the Credit Agreement.

6. Assignor's License. Notwithstanding any provision of this Assignment or any other Loan Document to the contrary, but subject to the provision of Section 6.18 of the Credit Agreement, so long as no Event of Default shall have occurred and be continuing, Assignor shall have a revocable license from Assignee to exercise all rights extended to the landlord under the Leases, including, without limitation, the right to observe, perform, comply with and discharge all of the obligations of the landlord thereunder, the right to demand and receive performance under the Leases, the right to enforce all rights and exercise all remedies under the Leases, the right to terminate or amend any Lease and the right to receive and collect all Rents and to hold the Rents in trust for use in the payment and performance of the Obligations and to otherwise use the same; provided, however, that such rights may be exercised by Assignor only to the extent they are not restricted under Section 6.18 of the Credit Agreement. The foregoing license is granted subject to the conditional limitation that no Event of Default shall have occurred and be continuing.

7. Revocation of Assignor's License. Upon the occurrence and during the continuance of an Event of Default, whether or not legal proceedings have commenced, and without regard to waste, adequacy of security for the Obligations or solvency of Assignor, the license herein granted shall automatically expire and terminate, without notice by Assignee (any such notice being hereby expressly waived by Assignor). Promptly upon receiving notice from Assignee or otherwise obtaining knowledge of the revocation provided in the previous sentence, Assignor shall deliver to Assignee all Rents then held by Assignor. Upon the expiration or termination of the license herein granted, Assignee shall be authorized, at its option, and without waiving any Event of Default, without notice, with or without bringing any action or proceeding, and without regard to the adequacy of the security for the Obligations, either in person or by an employee or agent, or by a receiver appointed by a court, to enter and take possession of all or part of the Mortgaged Property, to perform all acts necessary for the operation and maintenance of the Mortgaged Property on such terms and for such period of time as Assignee may deem proper and to exercise and enforce all other remedies available to Assignee under the terms of the Deed of Trust, the Credit Agreement or any other Loan Document. In furtherance thereof, upon the occurrence and during the continuance of an Event of Default, Assignee shall be authorized, but under no obligation, with or without taking possession of the Mortgaged Property in its own name, (a) to collect the Rents (including, without limitation, all Rents that were accrued and unpaid as of the date of the termination of Assignor's license hereunder), and (b) to enforce performance of any other Lease Provisions, commence an action or proceeding for possession of the portion of the Mortgaged Property subject to any Lease, cancel, terminate, accept the surrender of, alter, modify, amend, renew or extend then existing Leases and make concessions to Tenants thereunder, relet all or part of the Mortgaged Property, and collect all Rents under any such new Leases with full power to make from time to time all alterations, renovations, repairs, replacements or improvements thereto or thereof as may seem proper to Assignee. If Assignee has elected to allow Assignor to cure all continuing Events of Default and Assignee in its sole discretion deems Assignor's cure of all such Events of Default satisfactory, then upon Assignor's receipt of written notice from Assignee that all Events of Default have been satisfactorily cured (a "Cure Notice"), Assignor's revocable license described above shall be automatically reinstated upon the same terms and conditions as provided in this Assignment, without the necessity of further action or documentation by any party. By its acceptance hereof, Assignee agrees that if Assignee accepts Assignor's cure of all continuing Events of Default as provided in the foregoing sentence, Assignee shall provide a Cure Notice to Assignor promptly upon Assignor's request therefor.

8. Application of Rents. Upon the occurrence and during the continuance of an Event of Default, Assignee may apply the Rents to the payment of the following in such order and proportion as Assignee in its discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all costs and expenses of managing and securing the Mortgaged Property, including, without limitation, (i) the salaries, fees and wages of a managing agent (including, without limitation, Management Co.) and such other employees or agents as Assignee may deem necessary or desirable,

(ii) all expenses of operating, maintaining, managing, developing, constructing, repairing, restoring, altering, renovating, replacing or improving the Mortgaged Property as Assignee in its sole discretion may deem necessary or desirable, (iii) all Taxes and other Impositions and Liens affecting the Mortgaged Property, (iv) the insurance premiums or the premiums in respect of such other or additional insurance as Assignee may deem necessary or desirable, (v) the cost of complying with covenants, conditions and restrictions affecting the Mortgaged Property, and (vi) all costs and expenses incident to taking and retaining possession of the Mortgaged Property (including, without limitation, all attorneys' fees, forum costs and disbursements); and (b) the Obligations, together with all attorneys' fees, forum costs and disbursements incurred by Assignee in connection with the exercise of any rights or remedies hereunder or under any of the other Loan Documents; provided, however, that if Applicable Laws require such Rents to be paid or applied in a manner other than as set forth above in this Section 8, then such proceeds shall be paid or applied in accordance with such Applicable Laws.

9. Payments of Rents Upon an Event of Default; Protection of Tenants. Assignor shall facilitate, in all reasonable ways, the collection of the Rents by Assignee upon the occurrence and during the continuance of an Event of Default, and will, upon request by Assignee upon the occurrence and during the continuance of an Event of Default, execute a written notice to each Tenant under the Leases substantially in the form attached hereto as Exhibit B (the "Rent Notice") directing each Tenant to pay the Rent payable under its respective Lease to the order of Assignee. Assignor irrevocably appoints Assignee its true and lawful attorney-in-fact, with full power of substitution (which appointment is coupled with an interest), at any time upon the occurrence and during the continuance of an Event of Default, to (i) address a Rent Notice to each Tenant, (ii) fill in all the information necessary to complete each such Rent Notice, and (iii) sign, date and deliver each such Rent Notice to each Tenant in the name and stead of Assignor; provided, however, that Assignee agrees that it shall not exercise the foregoing rights until after the occurrence of an Event of Default resulting in revocation of Assignor's license pursuant to Section 7 hereof. Assignor hereby irrevocably authorizes and directs each Tenant of the Mortgaged Property, upon receipt of a Rent Notice or upon receipt of notice from Assignee of an Event of Default, to pay all Rents due or to become due under its Lease to Assignee or to any appointed receiver of the Mortgaged Property. Each such Tenant shall have the right to rely upon any such notice of Assignee directing the payment of all Rents to Assignee, without any obligation to inquire as to the actual existence of an Event of Default, notwithstanding any claim of Assignor to the contrary. Each Tenant is hereby expressly authorized and directed, upon demand by Assignee (in the form of a Rent Notice or otherwise) and without the necessity of any further consent by, or notice from, Assignor, to attorn to Assignee as the owner of the Leases and to pay any and all Rents due to Assignor pursuant to such Tenant's Lease directly to Assignee or to any appointed receiver, and to observe and perform such Tenant's obligations under the Tenant's Lease to or for Assignee and to accept performance of the landlord's obligations under the Lease from Assignee. Each Tenant is hereby expressly relieved of any and all duty, liability or obligation to Assignor in respect of all payments so made. Assignor hereby agrees to indemnify, defend and

hold each Tenant harmless from and against any and all loss, claim, damage or liability arising from or related to any payment of Rent or performance of such obligations under any Lease by such Tenant in reliance on and pursuant to this Section 9. Assignor and Assignee acknowledge and agree that the Tenants shall be third-party beneficiaries of the indemnification expressed in the prior sentence; provided, however, that the payment of Rents to Assignee pursuant to Assignee's demand and the performance of obligations under any Lease to or for the benefit of Assignee shall not cause Assignee to assume or be bound by any of the Lease Provisions therein and shall not relieve Assignor of its obligations thereunder. The provisions of this Section 9 are intended solely for the benefit of each Tenant and shall never inure to the benefit of Assignor or any person claiming by, through or under Assignor (except for (y) the rights and benefits expressly provided to Assignee under this Section 9 and (z) the following sentence, which provisions shall also inure to the benefit of Assignor). If Assignee has elected to allow Assignor to cure all continuing Events of Default and Assignee in its sole discretion deems Assignor's cure of all such Events of Default satisfactory, then upon Assignor's receipt of a Cure Notice, Assignor may thereafter execute a written notice to each Tenant under the Leases directing each Tenant to pay Rent payable under its respective Lease to the order of Assignor, accompanied by such Cure Notice, and each Tenant may rely thereon and shall thereafter pay Rent to Assignor and otherwise recognize Assignor as its landlord as before such Tenant's receipt of the Rent Notice, without any obligation to inquire as to the actual cure of the Event of Default.

10. Assignment of Leases to New Owner. Following the occurrence of an Event of Default, Assignee shall have the right to assign Assignor's right, title and interest in and to the Leases to any Person acquiring title to the Mortgaged Property by reason of a foreclosure of the Deed of Trust, sale of the Mortgaged Property pursuant to the power of sale reserved to the Trustee in the Deed of Trust, acceptance by Assignee (or a nominee of Assignee) of a deed in lieu of foreclosure of the Deed of Trust or in connection with a plan of reorganization filed under Chapter 11 of the Bankruptcy Code, or the exercise by Assignee of any remedy under the Loan Documents. Neither Assignee nor such assignee shall be liable to account to Assignor for the Rents thereafter accruing.

11. Lump Sum Payment of Rent. In the event of a default by the Tenant or the occupant under a Lease or negotiated surrender or termination of such Lease and the payment to Assignor of past due or future Rents in a lump sum, Assignor shall either (a) apply such lump sum to the payment of the Obligations, or (b) deposit such lump sum in a segregated interest bearing bank account to be pledged as security for the Obligations, with a banking institution and in a form satisfactory in Assignee's sole judgment to ensure that Assignor may make withdrawals from such account solely for the purpose of paying the principal and interest on the Obligations.

12. No Obligation. Nothing in this Assignment shall (a) be construed to obligate Assignee (i) to appear in or defend any action or proceeding relating to the Leases or the Mortgaged Property, or (ii) to take any action or incur any expense or perform or discharge any obligation, duty or liability under the Leases, including, without limitation, any liability under a covenant of quiet enjoyment in any Lease where the Tenant thereunder is joined as a party defendant in any proceeding to foreclose the Deed of Trust or sell the Mortgaged Property pursuant to the power of sale reserved to the Trustee in the Deed of Trust and is divested thereby of all right, title, interest and equity of redemption in the Mortgaged Property, (b) operate to place any obligation or liability for the control, care, management or repair of the Mortgaged Property upon Assignee or (c) operate to make Assignee responsible or liable for any waste committed on the Mortgaged Property by the Tenants or any other Persons, or for any dangerous or defective condition of the Mortgaged Property, including, without limitation, the presence of any Hazardous Materials or for any negligence in the management, upkeep, repair or control of the Mortgaged Property resulting in loss or injury or death to any Tenant, licensee, employee or any other Person. This Assignment imposes no liability upon Assignee for the operation or maintenance of the Mortgaged Property or for carrying out any Lease Provisions, whether or not Assignee has entered and taken possession of the Mortgaged Property. In no event shall Assignee be liable for any failure to exercise due diligence in the collection of any and all Rents and other sums pursuant to this Assignment.

13. Attorney-in-Fact. Assignor hereby irrevocably appoints and constitutes Assignee as Assignor's lawful attorney-in-fact, coupled with an interest and with full power of substitution, for the purpose of taking any of the actions described herein and all acts incidental thereto upon the occurrence and during the continuance of an Event of Default. Assignor hereby releases, discharges and waives all claims of any kind or nature against Assignee arising out of any action taken or omission made by Assignee in exercising such authority. The exercise by Assignee of any of its options or rights pursuant to this Assignment, including, without limitation, the collection of the Rents and the application thereof as herein provided, shall not be considered a waiver by Assignee of any Event of Default by Assignor under the Credit Agreement or any of the other Loan Documents.

14. Indemnification of Assignee. Pursuant to and in accordance with the provisions set forth more fully in Section 8.3 of the Credit Agreement (which provisions are incorporated herein by this reference), Assignor shall defend, indemnify, pay and hold harmless all Indemnified Persons from and against any and all claims, liabilities, losses, damages, penalties, fines, forfeitures, judgments, and expenses or other obligations of any kind or nature whatsoever (including, without limitation, fees and disbursements of counsel to such Indemnified Person) that may be asserted against any Indemnified Person or that any Indemnified Person may or might incur or to which such Indemnified Person may become a party or liable and that directly or indirectly arises out of or relates to the Leases or the Rents or by reason of this Assignment, including,

without limitation, by reason of any alleged obligation or undertaking on such Indemnified Person's part to perform or discharge any of the Lease Provisions.

15. Termination of Assignment. When Assignor indefeasibly pays the Obligations in full, this Assignment shall automatically terminate and become void and of no further force or effect; provided, however, that the written statement of any officer of Assignee stating that any part of the Obligations remains unpaid shall constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any Person may and is hereby authorized to rely thereon.

16. Priority of Assignment; Further Assurances. Assignor hereby represents and warrants that this Assignment is a first priority assignment and that no other assignment of all or any portion of the Rents or the Leases now exists or remains outstanding. Assignor shall promptly take such action to execute, deliver and file or record in the proper governmental offices, at Assignor's cost and expense, such further instruments or assignments as Assignee may in good faith deem necessary to make this Assignment effective, to evidence this Assignment, to establish the priority hereof and to carry out the intent and purpose hereof. Assignor hereby irrevocably appoints and constitutes Assignee as Assignor's lawful attorney-in-fact, coupled with an interest and with full power of substitution, for the purpose of executing, delivering and recording such instruments and assignments and all acts incidental thereto.

17. No Merger.

(a) Vesting of Interests in Leases. If both the landlord's and the Tenant's interest under any Lease shall at any time become vested in any one Person, this Assignment and the security interest created hereby shall not be destroyed or terminated by the application of the doctrine of merger and, in such event, Assignee shall continue to have and enjoy all of the rights and privileges of Assignee hereunder as to each separate estate.

(b) Foreclosure Sale. Upon the sale of the Mortgaged Property (or any part thereof) pursuant to the foreclosure of the Lien of the Deed of Trust on the Mortgaged Property (or any part thereof) or sale of the Mortgaged Property (or any part thereof) pursuant to the power of sale reserved to the Trustee in the Deed of Trust, any Lease then existing shall not be destroyed or terminated by application of the doctrine of merger or as a matter of law or as a result of such foreclosure or sale unless the Tenant under such Lease is joined as a party defendant in such foreclosure or sale proceeding. This section shall not be construed to cancel or otherwise affect the provisions of any non-disturbance agreement between Assignee and such Tenant.

18. Amounts Received by Assignor. Any amounts received by Assignor or its agents or employees for performance of any actions prohibited by this Assignment, including, without limitation, any amounts received in connection with any prohibited cancellation, modification, or amendment of any of the Leases and any amounts received by Assignor as Rents from the Mortgaged Property from and after the date of the occurrence and during the continuance of any Event of Default under the Credit Agreement or any of the other Loan Documents, whether or not a notice of such default shall have been given at the time of receipt of such Rents, shall, except as otherwise expressly provided in the Credit Agreement, be held by Assignor as trustee for Assignee and all such amounts shall be accounted for to Assignee and shall not be commingled with other funds of Assignor.

19. Notices. The provisions of Section 8.8 of the Credit Agreement (which are incorporated herein by this reference) concerning the giving and receipt of notices shall apply to any notice or other communication given under or in connection with this Assignment.

20. No Mortgagee-in-Possession. Nothing herein contained, no entry by Assignee upon the Mortgaged Property under the terms of this Assignment and no action caused by Assignee with respect to the Leases shall make Assignee a "mortgagee-in-possession" except insofar as Assignee elects by giving written notice thereof to Assignor.

21. Non-Waiver.

(a) Rights Cumulative. No right or remedy herein conferred upon or reserved to Assignee is intended to be exclusive of any other right or remedy, and each and every such right or remedy shall be cumulative and continuing, shall be in addition to every other right or remedy given hereunder or under the other Loan Documents or now or hereafter existing at law or in equity, and may be exercised from time to time and as often as may be deemed expedient by Assignee. Without limitation of the foregoing, Assignee may, in its discretion, exercise its rights or remedies hereunder or at law or in equity with respect to less than all of the Leases and Rents such as, for example, with respect only to receipt of the Rents, leaving unexercised certain of its rights with respect to the Leases; provided, however, that such partial exercise shall in no way restrict or jeopardize Assignee's right to exercise its rights or remedies with regard to all or any portion of the remainder of the Leases and Rents at a later time. Assignee shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every additional right and remedy now or hereafter afforded by law.

(b) Delay Not a Waiver. No delay or omission by Assignee to exercise any right or remedy hereunder upon any Event of Default or failure of Assignee to insist on strict performance of any term of this Assignment shall impair such exercise, or be construed to be a waiver of any Event of Default or an acquiescence therein. No act of Assignee shall be construed as an election to proceed under any one provision of this Assignment to the exclusion of any other provision.

(c) Waivers Specific. The failure, refusal or waiver by Assignee of its right to assert any right or remedy hereunder upon any Event of Default or other occurrence shall not be construed as waiving such right or remedy upon any other or subsequent Event of Default or other occurrence.

(d) No Obligation Under Other Agreements. Assignee shall not have any obligation to pursue any rights or remedies it may have under any other agreement, including, without limitation, any guaranty of the Obligations or any portion thereof, prior to pursuing its rights or remedies hereunder.

(e) Other Security. Assignee may resort to any security granted by the Deed of Trust or any other security now given or hereafter existing to secure the Obligations, in whole or in part, in such portions and in such order as Assignee may deem advisable, and no such action shall be construed as a waiver of any of the rights or benefits granted hereunder.

(f) Actions No Bar to Enforcement. Assignee shall have the right from time to time (i) to take action to recover any sum or sums that constitute a part of the Obligations as the same become due, without regard to whether or not the balance of the Obligations shall be due, and (ii) to enforce any provision of this Assignment, in either case without prejudice to the right of Assignee thereafter to bring an action of foreclosure, or any other action, for one or more Events of Default by Assignor existing at the time such earlier action was commenced.

22. Assignee's Discretion. The provisions set forth in Section 8.10 of the Credit Agreement are incorporated herein by this reference and shall apply with the same force and effect as if the terms of such section were set forth herein in full.

23. Waiver of Notice. Assignor shall not be entitled to any notices hereunder of any nature whatsoever from Assignee except with respect to matters for which this Assignment, the Deed of Trust, the Credit Agreement or another Loan Document specifically and expressly provides for the giving of notice by Assignee to Assignor, and Assignor hereby expressly waives the right to receive any notice from Assignee with respect to any matter hereunder for which none of this Assignment, the

Deed of Trust, the Credit Agreement nor any other Loan Document specifically and expressly provides for the giving of notice by Assignee to Assignor.

24. No Joint Venture or Partnership. The provisions set forth in Section 8.4 of the Credit Agreement are incorporated herein by this reference and shall apply with the same force and effect as if the terms of such section were set forth herein in full.

25. Amendments and Waivers. No amendment, modification, termination or waiver of any provision of this Assignment or consent to any departure by Assignor therefrom, shall in any event be effective without the written concurrence of Assignee and Assignor. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand on Assignor in any case shall entitle Assignor to any other or further notice or demand in similar or other circumstances. Any amendment, modification, termination, waiver or consent effected in accordance with this section shall be binding upon Assignee and Assignor.

26. Descriptive Headings; Construction. The provisions with respect to interpretation and construction of the Loan Documents as set forth in Sections 1.3 through 1.12 of the Credit Agreement are incorporated herein by this reference and shall apply with the same force and effect as if the terms of such sections were set forth herein in full.

27. Expenses. The provisions set forth in Section 8.2 of the Credit Agreement are incorporated herein by this reference and shall apply with the same force and effect as if the terms of such section were set forth herein in full.

28. Successors and Assigns. This Assignment shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and the successors and assigns of Assignee and the Lenders. Neither Assignor's rights or obligations hereunder nor any interest therein may be assigned or delegated by Assignor.

29. Counterparts. This Assignment and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. This Assignment shall become effective upon the execution of a counterpart hereof by each of the parties hereto and receipt by Assignor and Assignee of written or telephonic notification of such execution and authorization of delivery thereof.

30. Conflict With Deed of Trust or Credit Agreement. In the event of a conflict between the provisions of this Assignment and Section 3 of the Deed of Trust, it is the intention of Assignor and Assignee that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of a conflict that cannot be resolved as aforesaid, the provisions of this Assignment shall control and govern, and Assignor shall comply therewith. In the event of a conflict between the provisions of this Assignment and the Credit Agreement, it is the intention of Assignor and Assignee that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of a conflict that cannot be resolved as aforesaid, the provisions of the Credit Agreement shall control and govern, and Assignor shall comply therewith.

31. Severability. In case any provision in or obligation under this Assignment shall be invalid, illegal or unenforceable in any jurisdiction or under any set of circumstances, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction or under any other set of circumstances, shall not in any way be affected or impaired thereby.

32. Governing Law. Insofar as permitted by otherwise Applicable Law, this Assignment and the Obligations shall be and the other Loan Documents provide that they are to be construed under and governed by the laws of the State of New York without regard to conflict of law rules and principles; provided, however, that the laws of the place in which the Mortgaged Property is located shall apply to the extent, and only to the extent, necessary to permit Assignor to sell, assign, transfer, set over and deliver the Leases, Rents and Lease Provisions to Assignee and to permit Assignee to perfect such sale, assignment, transfer, set over and delivery and to enforce or realize upon its rights and remedies hereunder with respect to this Assignment.

33. Reduction Of Obligations. In no event shall the rights set forth in this Assignment effect or be construed so as to effect a pro tanto reduction in the Obligations secured hereby except to the extent, if at all, that Assignee actually receives, after the occurrence of an Event of Default and Assignee's election to pursue its rights under this Assignment, Rents and other sums from Assignor or directly from any Tenant and applies the same to such Obligations in accordance with the terms of the Loan Documents.

34. Consent to Jurisdiction and Service of Process; Waiver of Jury Trial. Section 8.19 of the Credit Agreement with respect to "Consent to Jurisdiction and Service of Process" and Section 8.20 of the Credit Agreement with respect to "Waiver of Jury Trial" are incorporated into this Assignment by this reference and shall apply with the same force and effect as if the terms of such sections were set forth herein in full.

35. Superior Leases. Notwithstanding anything to the contrary contained in this Assignment, Assignee may by written notice to any Tenant elect to have such Tenant's Lease prior and superior to the Lien of the Deed of Trust. In the event of a sale of the Mortgaged Property (or any part thereof) pursuant to the foreclosure of the Lien of the Deed of Trust on the Mortgaged Property (or any part thereof), any Lease that Assignee has elected to have prior and superior as aforesaid shall not be destroyed or terminated by application of the doctrine of merger or as a matter of law or as a result of such sale or foreclosure. Nothing in this section shall be construed to cancel or otherwise affect the provisions of any non-disturbance agreement between Assignee and such Tenant.

*[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]*

**IN WITNESS WHEREOF**, Assignor has on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this instrument to be duly EXECUTED AND DELIVERED.

Assignor:

**BRISTOL HOTEL ASSET COMPANY,**  
a Delaware corporation

By:  \_\_\_\_\_  
Joel M. Eastman  
Vice President

State of New York )  
 )  
County of New York )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 18<sup>th</sup> day of April, 1997, within my jurisdiction, the within named Joel M. Eastman, who acknowledged that he is the Vice President of Bristol Hotel Asset Company, a corporation, and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

*Patricia E. Lawrence*  
Notary Public

My Commission expires: 1/27/99

[AFFIX NOTARIAL SEAL]

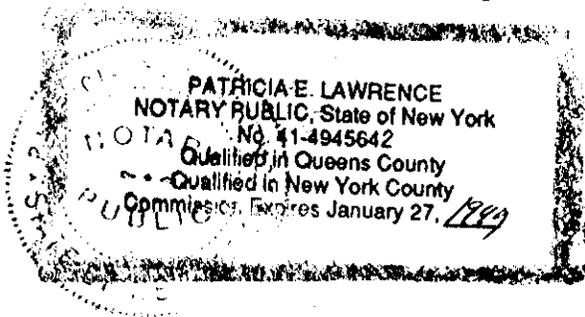


EXHIBIT A

LEGAL DESCRIPTION OF LAND

Bristol Hotel Asset Company is the record owner of a fee interest in the property described on this Exhibit A.

[See Attached Pages for Legal Descriptions]

Exhibit A  
Olive Branch, MS

Part of the Southwest Quarter, the Southeast Quarter, and the Northwest Quarter of Section 25, Township 1 South, Range 6 West, City of Olive Branch, DeSoto County, Mississippi, described as follows.

Commencing at the Southwest corner of said Section 25 and run thence North 00 Degrees 28 Minutes 04 Seconds East with the West boundary of said Section 29.97 feet; thence South 89 Degrees 31 Minutes 56 Seconds East 40.00 feet to the intersection of the East Right-of-way of Hacks Cross Road and the North Right-of-way of Goodman Road being the point of beginning. Run thence North 00 Degrees 28 Minutes 04 Seconds East with said right-of-way 2970.51 feet to an existing iron pin; thence South 89 Degrees 29 Minutes 52 Seconds East, passing through an existing iron pin at 988.38 feet, 1725.26 feet to the West Boundary of the Olive Branch Airport; thence South 00 Degrees 17 Minutes 29 Seconds West with said Airport Boundary 1560.82 feet to a point 1440 feet north of the South boundary of said Section; thence South 89 Degrees 29 Minutes 17 Seconds East with the Airport boundary and parallel with the South boundary of said Section 1500.00 feet; thence North 00 Degrees 17 Minutes 29 Seconds East with said Airport boundary 330.00 feet; thence South 89 Degrees 29 Minutes 17 Seconds East parallel to the South boundary of said Section 2026.84 feet to the East boundary of said Section 25; thence South 00 Degrees 16 Minutes 35 Seconds West with said East boundary 1740.01 feet to the North right-of-way of Goodman Road; thence North 89 Degrees 29 Minutes 17 Seconds West with Goodman Road right-of-way 5261.69 feet to the point of beginning.  
Containing 10780833 square feet or 247.4939 acres.

EXHIBIT B

## FORM OF RENT NOTICE

BRISTOL HOTEL ASSET COMPANY  
14295 MIDWAY ROAD  
DALLAS, TEXAS 75244

DATE:

[\*\* Name of Tenant \*\*]

[\*\* Address of Tenant \*\*]

Re: Payment of Rents

Ladies and Gentlemen:

Please consider this your direction to make all payments, from this date forward, of rent, additional rent, operating expense and real property tax payments and other charges (collectively, the "Rent") pursuant to your lease(s) of space at [\*\*insert address of Premises\*\*] whether now or hereafter becoming due and payable, to the order of

[\*\*Insert Assignee's name and address  
or name and address of bank account(s)  
designated to receive the Rents\*\*]

This direction is given in accordance with the terms and provisions of an Assignment of Rents and Leases (the "Assignment") in favor of Bankers Trust Company, as Agent for Lenders (together with its successors and assigns, "Bankers") and shall remain in effect until revoked in writing by or on behalf of Bankers. Delivery to you of a Cure Notice (as such term is defined in the Assignment) signed by Bankers shall evidence such revocation.

Pursuant to the Assignment, the undersigned has agreed (and hereby confirms) that you shall be entitled to rely upon this notice and shall be protected with respect to any payment of Rent made pursuant to this notice, irrespective of whether or not a dispute exists between the undersigned and Bankers under the Assignment or any of the other Loan Documents. The undersigned agrees to indemnify, defend and hold

you harmless from and against any and all loss, claim, damage or liability arising from or related to any payment of Rent or performance of such obligations under any Lease by you in reliance on and pursuant to this notice.

Please be advised that payment of the Rent to Bankers pursuant to this notice shall not cause Bankers to assume or be bound by any of the provisions of your Lease.

Sincerely yours,

**BRISTOL HOTEL ASSET COMPANY,**

By: **[\*\*Bankers Trust Company, its attorney-in-fact\*\*]**

By: \_\_\_\_\_

Name:

Title: