

ASSIGNMENT OF LEASES
(Pool 3)

This Assignment and Assumption of Leases (this "Assignment") is made and entered into as of August 25, 2011 (the "Effective Date"), by and between R-ROOF VI, LLC, a Delaware limited liability company ("Assignor"), with an address of 5847 San Felipe, Suite 4650, Houston, Texas 77057, and FMW RRI II LLC, a Delaware limited liability company ("Assignee"), with an address c/o Red Roof Inns, Inc., 5847 San Felipe, Suite 4650, Houston, Texas 77057.

WITNESSETH:

WHEREAS, Assignor is the owner of the land and certain improvements located at 16838 International Blvd., Seattle, WA, and other rights, privileges and appurtenances thereto (collectively, the "Property").

WHEREAS, this Assignment is delivered pursuant to that certain Agreement (Asset Light) dated May 27, 2011, between R-Roof VI, LLC, R-Roof Business Trust VI, R-Roof Mezz VI, LLC, R-Roof Mezz VIA, LLC, R-Roof Mezz VIB, LLC, as Borrower, Red Roof Franchising, LLC, RRI West Management LLC, WRRH Investments, LP, as "Related Parties" and U.S. Bank National Association, not individually but solely as the trustee for The Maiden Lane Commercial Mortgage Backed Securities Trust 2008-1 (a successor in interest to Bear Stearns Commercial Mortgage Inc. solely with respect to the Loans), as "Lender", the rights of Lender thereunder with respect to the Property having been assigned to Assignee (the "Agreement").

WHEREAS, Assignor is the landlord under leases with tenants for occupancy and use of the Property as set forth on Exhibit A attached hereto (the "Leases"); and,

WHEREAS, Assignor desires to assign all of its right, title and interest in and to the Leases to Assignee, and Assignee desires to accept the assignment of all of Assignor's right, title and interest in and to the Leases, as more particularly set forth below.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee all of its right, title and interest in and to the Leases, including without limitation Assignor's right, title and interest in and to any and all security deposits, reserves and all other cash deposits, if any, previously delivered to Assignor in accordance with the applicable terms of the Leases. Assignee hereby accepts the foregoing assignment.
2. Indemnity. Subject to the covenant not to sue and other agreements set forth in Section 6(e) of the Agreement, (a) Assignor shall indemnify and hold harmless Assignee, and the other Indemnified Parties (as such term is defined in the Agreement), from and against any and all losses, claims, demands, damages, costs and expenses of whatsoever kind or nature including

reasonable attorneys' fees, related to or arising out of any claims against Assignee and the other Indemnified Parties under the Leases first arising or accruing on or prior to the Effective Date of this Assignment, and (b) Assignee shall indemnify and hold harmless Assignor from and against any and all losses, claims, demands, damages, costs and expenses of whatsoever kind or nature including reasonable attorneys' fees, related to or arising out of any claims against Assignor under the Leases first accruing after the Effective Date.

3. Compliance with Law. Assignor hereby represents and warrants to Assignee that Assignor is in compliance in all material respects with all legal requirements relating to security deposits.


4. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.

*[Remainder of page intentionally blank
Signature pages follow]*

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

R-ROOF VI, LLC,
a Delaware limited liability company

By: 
Name: Mohamed Thowfeek
Title: ~~President~~

ASSIGNEE:

FMW RRI II LLC,
a Delaware limited liability company

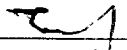
By: 
Name: Mohamed Thowfeek
Title: ~~Authorized~~ Signatory

Exhibit A to Assignment of Leases

Leases

1. Site Access Telecommunications Lease dated July 1, 2002, by and between R-Roof VI, LLC, as landlord, and VoiceStream PCS II Corporation, as tenant, the rights of tenant thereunder having been assumed by T Mobile.
2. PCS Lease/Site Agreement dated January, 2000, by and between R-Roof VI, LLC, as landlord, and Sprint Spectrum L.P.