

ASSIGNMENT AND ASSUMPTION OF LESSOR'S INTEREST IN LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LESSOR'S INTEREST IN LEASES (the "Assignment and Assumption") is made and entered into as of September 6, 2007 (the "Effective Date"), by and between **Red Roof Inns, Inc.**, a Delaware corporation, whose address is 5847 San Felipe, Suite 4650, Houston, TX 77057 ("Assignor"), and **R-Roof VI, LLC**, a Delaware limited liability company, whose address is 5847 San Felipe, Suite 4650, Houston, TX 77057 ("Assignee").

FOR VALUE RECEIVED, Assignor hereby grants, conveys, assigns, releases and transfers to Assignee and Assignee's legal representatives, successors and assigns all of Assignor's right, title and interest as "Landlord," "Lessor," or the equivalent in, to and under any and all leases, concessions, occupancy agreements and license agreements under which Assignor is landlord, lessor, or has otherwise granted to third parties rights of occupancy, affecting the real property described in **Exhibit A** attached (the "Leases"), including without limitation the Leases listed in **Exhibit B** attached.

TOGETHER WITH any and all security deposits, guaranties, letters of credit, and other security held by Assignor with respect to the Leases (the "Security").

TOGETHER WITH the right to receive and collect any and all rent arrearages, back rent, and other payments presently due and payable with respect to the Leases, regardless of whether the same accrued with respect to periods before or after the Effective Date.

TO HAVE AND TO HOLD the same unto Assignee and Assignee's legal representatives, successors and assigns forever, subject, however, to the terms, covenants, conditions and provisions contained in the Leases.

Assignee hereby assumes the Leases from and after the Effective Date and agrees, for the benefit of Assignor and the tenants and other party(ies) to the Leases, to perform and discharge all obligations and duties of Assignor under the Leases from and after the Effective Date, for the rest and remainder of the term of the Leases.

Assignee shall defend, protect, indemnify, and hold harmless Assignor and its affiliates from and against any and all loss, cost, liability, expense, claim, action, damages, and fines (including those arising from the loss of life, personal injury and/or property damage), including reasonable attorneys' fees, directly or indirectly arising from or out of any failure by Assignee to perform Assignee's obligations under the Leases from and after the Effective Date, including without limitation Assignor's obligations with respect to the proper application or refund of the Security.

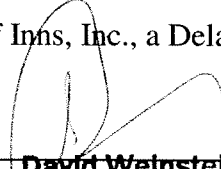
This Assignment and Assumption is made without representation, warranty, guarantee, or other assurance or covenant of any kind by Assignor, and without recourse with respect to Assignor or with respect to any of the partners, officers, agents, employees, representatives or other constituent entities of Assignor, except as follows. Assignor represents and warrants that it has not previously assigned the Leases or any of them.

This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State within which the real property described in **Exhibit A** is located, and shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective successors and assigns. This Assignment and Assumption may be executed in multiple counterparts, all of which shall be but one and the same instrument, binding on all parties when all separately executed copies have been fully delivered.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Lessor's Interest in Leases as of the Effective Date.

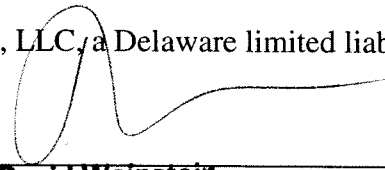
ASSIGNOR

Red Roof Inns, Inc., a Delaware corporation

By:  _____
Its: **David Weinstein** _____
Secretary and Treasurer _____

ASSIGNEE

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

By:  _____
Its: **David Weinstein** _____
Secretary and Treasurer _____

ACKNOWLEDGMENTS

ACKNOWLEDGEMENT OF ASSIGNOR

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

On AUGUST 29, 2007, before me, PATRICIA PETERSON, Notary Public, personally appeared DAVID WEINSTEIN, personally known to me OR proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

PATRICIA PETERSON
Notary Public, State of New York
No. 01PE4978514
Qualified in New York County
Commission Expires March 4, 2011

Patricia Peterson
Signature of Notary

ACKNOWLEDGEMENT OF ASSIGNEE

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

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PATRICIA PETERSON
Notary Public, State of New York
No. 01PE4978514
Qualified in New York County
Commission Expires March 4, 2011

Patricia Peterson
Signature of Notary

EXHIBIT A

LEGAL DESCRIPTION

All that certain real property lying, being and situate in the City of Burlingame, County of San Mateo, and State of California, more commonly known as follows:

#7228 777 Airport Boulevard
 Burlingame, California 94010

All that certain real property lying, being and situate in the City of Austin, County of Travis, and State of Texas, more commonly known as follows:

#7210 8210 North Interregional 1-35
 Austin, Texas 78753

All that certain real property lying, being and situate in the City of Seattle, County of King, and State of Washington, more commonly known as follows:

#7304 16838 International Highway 99 South
 Seattle, Washington 98188

All that certain real property lying, being and situate in the City of Morrow, County of Clayton, and State of Georgia, more commonly known as follows:

#7114 1348 Southlake Plaza Drive
 Morrow, Georgia 30260

All that certain real property lying, being and situate in the City of San Antonio, County of Bexar, and State of Texas, more commonly known as follows:

#7223 333 Wolfe Road
 San Antonio, Texas 78216

All that certain real property lying, being and situate in the City of Tampa, County of Hillsborough, and State of Florida, more commonly known as follows:

#7144 2307 East Busch Boulevard
 Tampa, Florida 33612

All that certain real property lying, being and situate in the City of Washington, County of Washington, and State of Pennsylvania, more commonly known as follows:

#7048 1399 West Chestnut Street
 Washington, Pennsylvania 15301

EXHIBIT B

LEASES

Restaurant Lease, dated as of August 1, 2002, by and between Red Roof Inns, Inc., as landlord, and Dan Lu, as tenant. (#7228)

Free Standing Restaurant Lease, dated as of September 30, 1999, by and between Red Roof Inns, Inc., as landlord, and Cancun Inc., as tenant. (#7210)

Option and Lease Agreement, dated as of December 29, 1999, by and between Red Roof Inns, Inc., as successor in interest to Heritage Hotels LLC, as landlord, and AT&T Wireless Services of Washington, Inc. d/b/a AT&T Wireless Services, as tenant. (#7304)

PCS Site Agreement, dated as of January 20, 2000, by and between Red Roof Inns, Inc., as successor in interest to Heritage Hotels L.L.C., as landlord, and Sprint Spectrum L.P., as tenant. (#7304)

Site Access Telecommunications Lease, dated as of July 1, 2002, by and between Accor Economy Lodging, Inc., as landlord, and VoiceStream PCS III Corporation, as tenant; as assigned pursuant to that certain Assignment and Assumption of Contracts, dated as of 6 September 2007, by and between Accor North America, Inc., as assignor, and Red Roof Inns, Inc., as assignee. (#7304)

Sign Location Lease, dated as of December 11, 2002, by and between Red Roof Inns, Inc., as landlord, and Lockridge Outdoor Advertising Agency, as tenant. (#7114)

Billboard Sublease Agreement, dated as of March 8, 2001, by and between Red Roof Inn Operating L.P., as landlord, and Infinity Outdoor, as tenant; as amended by that certain Addendum, dated November 7, 2003, by and between Red Roof Inn Operating L.P., as landlord, and Viacom Outdoor Inc., as tenant; as corrected by that certain letter agreement, dated as of 6 September, 2007, by and between Red Roof Inns, Inc., as landlord, and Viacom Outdoor Inc., as tenant. (#7223)

Lease, dated as of January 14, 1982, by and between Red Roof Inns, Inc., as landlord, and Eller Media Company, as successor in interest to Foster and Kleiser, Division of Metromedia, Inc., as tenant. (#7144)

License Agreement, dated as of April 28, 1988, by and between Red Roof Inns, Inc. as successor in interest to Red Roof Washington Co., as landlord, and Patrick Media Group, Inc., as tenant; as amended by that certain Modification of License Agreement, dated as of June 6, 1988, by and between Red Roof Inns, Inc. as successor in interest to Red Roof Washington Co., as landlord, and Patrick Media Group, Inc., as tenant. (#7048)