

Form of City Estoppel Certificate

TO: SHUBH HOTELS LINCOLN, LLC, CANPARTNERS REALTY
HOLDING COMPANY IV, & THEIR RESPECTIVE AFFILIATES

LANDLORD: City of Lincoln, Nebraska

TENANT: Cornhusker Square Limited Partnership

RE: Burnham Yates Conference Center, located at 333 S. 13th Street, Lincoln,
Nebraska 68508

THIS IS TO CERTIFY THAT:

1. The undersigned is the "Landlord" under that certain First Amended and Restated Lease and Operating Agreement - Burnham Yates Conference Center dated as of June 22, 1993 (the "Original Lease") between Tenant and Landlord covering the premises described above (the "Premises").

2. The Original Lease has not been assigned, supplemented, extended, renewed or amended in any respect, except as follows: Amendment to First Amended and Restated Lease and Operating Agreement - Burnham Yates Conference Center dated as of November 19, 2003 and Commencement Date Agreement dated as of June 5, 2003 and the Consent to Assignment of Leases dated February 22, 1995 (Landlord acknowledges that as part of the transactions described in paragraph 10 below, the "Loan Agreement" referenced in such Consent to Assignment will be paid off and the Consent to Assignment will thereafter be of no further force or effect) (the Original Lease, together with such amendment and consent, are hereinafter referred to as the "Lease"). A true, correct and complete copy of the Lease is attached hereto as Exhibit "A". The Lease is valid and in full force and effect on the date hereof. The Lease contains a general statement of all of the understandings and agreements between Landlord and Tenant concerning the Premises.

3. Tenant has accepted and now occupies the Premises. The Lease term (the "Term") commenced on August 18, 1994 and will expire on August 17, 2044. Any improvements to be constructed on the Premises by Tenant as of the date hereof have been completed by Landlord or Tenant, as required under the Lease. Tenant has no options to renew, extend or otherwise modify the Lease.

4. The rent payable by Tenant presently is \$50,000 per year. No such rent has been paid more than one (1) year in advance of its due date. There is no security deposit. Landlord holds no reserves, allowances, escrows, accounts or similar items under the Lease. Tenant has paid in full all other sums presently due and payable under the Lease. There are no additional, percentage or other rents or similar payments under the Lease.

5. As of this date, no breach or default exists on the part of Landlord under the Lease and, to the best knowledge of Landlord, no breach exists on the part of Tenant under the Lease. To the best knowledge of Landlord there exists no facts or circumstances which, with the passage of time or the giving of notice, would constitute a default under the Lease.

6. Tenant has no right or option whatsoever to purchase or otherwise acquire the Premises or any portion thereof, except as provided in Paragraphs 18 and 19 of the Lease. Neither Landlord nor Tenant have any right to terminate the Lease, except as provided in paragraph 2 and paragraph 16 of the Lease.

7. Landlord has received no notice and is not otherwise aware of any sale, transfer, pledge, assignment or hypothecation by Tenant of Tenant's right, title or interest in the Lease or subletting of any interest therein. Landlord has not sold, transferred, pledged, assigned or hypothecated all or any portion of its interest in the Lease and there are no mortgages, deeds of trust or other security interests encumbering Landlord's fee interest in the Premises. Landlord owns the underlying fee interest in the Premises. No third party has any option or preferential right to purchase all or any part of the Premises.

8. Landlord has not received any written notice of any pending eminent domain proceedings or other governmental actions or any judicial actions of any kind against Landlord's interest in the Premises. Landlord has not received any written notice that it is in violation of any governmental law or regulation applicable to its interest in the Premises and its operation thereon, including, without limitation, any environmental laws or the Americans with Disabilities Act, and has no reason to believe that there are any grounds for any claim of any such violation.

9. To the best knowledge of Landlord, Tenant has no defense, right of set-off, any basis for withholding of rent, claims or counterclaims against Landlord for any failure of performance of any of the terms of the Lease. Landlord has no actual knowledge of any claims by others against Tenant relating to the Premises or its use. To the best knowledge of Landlord, Landlord holds no claim against Tenant.

10. Landlord recognizes and consents to (a) the assignment of Tenant's interest under the Lease and in the Premises to Shubh Hotels Lincoln, LLC or any affiliate thereof ("Assignee") and (b) the deed of trust or mortgage of such assignee's interests under the Lease in favor of any lender of Assignee (including, without limitation, Canpartners Realty Holding Company IV, LLC or any affiliate thereof).

11. The undersigned is authorized to execute this Estoppel Certificate on behalf of Landlord and realizes that Tenant is proposing to assign Tenant's interest under the Lease and Assignee, and any proposed lender of such assignee (including, without limitation, Canpartners Realty Holding Company IV, LLC or any affiliate thereof), shall be entitled to rely upon this certificate made by Landlord.

Dated this ____ day of _____, 200__.

LANDLORD:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

By: _____

Name: _____

Title: _____

Exhibit "A"

Lease

**AMENDMENT
TO
FIRST AMENDED AND RESTATED LEASE AND OPERATING AGREEMENT
- BURNHAM YATES CONFERENCE CENTER**

This Amendment to First Amended and Restated Lease and Operating Agreement -- Burnham Yates Conference Center ("Amendment") is dated as of November 19, 2003 by and between the City of Lincoln, Nebraska, a municipal corporation, as Lessor and owner ("City"), and Cornhusker Square Limited Partnership, a Nebraska limited partnership ("Partnership"), ground lessee of Cornhusker Square Land Company, as Lessee and operator.

RECITALS

A. City and Partnership have entered into the First Amended and Restated Lease and Operating Agreement -- Burnham Yates Conference Center ("Lease") dated as of June 22, 1993 and recorded October 1, 1993 with the Register of Deeds of Lancaster County, Nebraska, as Instrument No. 93-44496, (unless otherwise defined in this Amendment, initial capitalized terms used in this Amendment shall have the meanings ascribed to such terms in the Lease).

B. City and Partnership desire to amend the Lease on the terms and conditions set forth in this Amendment.

NOW THEREFORE, in consideration of the promises, undertakings and covenants of the parties set forth in this Amendment, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Partnership agree as follows:

1. That paragraph 2 of the Lease is amended to read as follows:

2. **Term.** The term of this Lease shall begin on August 18, 1994 ("Commencement Date") and shall last thereafter for a period of fifty (50) years ("Term"). Until the Commencement Date, the original lease shall be in full force and effect. On the Commencement Date, this Lease shall replace and supercede the Original Lease. If operation of the Hotel as a hotel is discontinued prior to the end of such Term, then either Party shall have the option to terminate this Lease without further obligation by either party upon thirty (30) days written notice to the other Party.

2. That paragraph 3 of the Lease is amended to read as follows:

3. **Rental.** Starting on the Commencement Date, Partnership shall pay to the City rent on an annual basis ("Rental") according to the following schedule:

<u>Years</u>	<u>Annual Rental</u>
1-5 (start-up)	No Charge
6-25	\$50,000
26-50	\$ 5,000

The Rental shall be payable in advance with the first annual rental payment due on the sixth (6th) anniversary of the Commencement Date and continue annually on the subsequent anniversaries of the Commencement Date for the balance of the Term.

3. That the Lease is amended by adding a new paragraph 18 to read as follows:

18. Option to Purchase Conference Center. In the event the City declares the Conference Center is surplus to City as an assembly facility for the benefit of the public, the Partnership is hereby granted an option to purchase the Conference Center for a purchase price equal to the then fair market value of the Conference Center. To exercise the option, the Partnership shall provide written notice to City of its election to purchase the Conference Center within sixty (60) days from receipt of notice that the City has declared the Conference Center surplus. If the Partnership timely exercises its option to purchase the Conference Center, City and Partnership shall thereafter select a mutually satisfactory appraiser to determine the fair market value of the Conference Center, which opinion shall be binding on the City and the Partnership, absent manifest error. The cost of the appraiser shall be divided equally between the parties. If no such appraiser is found to be mutually satisfactory, the City and the Partnership shall each be entitled to select one (1) MAI-certified or similarly accredited appraiser, each of whom shall appraise the property at the separate cost and expense of such party. If both appraisers' fair market value determinations are within ten percent (10%) of each other, the mean average between the two shall be determined and said mean average shall be the fair market value. If the fair market values of the two appraisals are not within ten percent (10%) of each other, the two appraisers shall jointly select a third qualified appraiser who shall appraise the Parking Garage and the City and the Partnership shall each pay fifty percent (50%) of the cost of the third appraiser. When the third appraisal is completed, then the high and low fair market value determination shall be disregarded and the middle fair market value determination shall be the fair market value of the Parking Garage. Within thirty (30) days after the rendering of such opinion, the Partnership shall pay the fair market value of the Conference Center as set forth in the opinion to City as the purchase price for the Conference Center and City shall convey the Conference Center to Partnership by Warranty Deed, subject to the then matters of record made in accordance with the Warranty Deed. If the Partnership fails

to pay to City the purchase price within thirty (30) days after the rendering of such opinion, the option granted in this paragraph shall be deemed null and void and the parties shall have no further rights or obligations under this paragraph 18. The provisions of this paragraph 18 shall supercede and replace in their entirety Sections 8.4 and 8.5 of that certain Redevelopment Warranty Deed dated March 31, 1982 and recorded April 1, 1982 as Instrument No. 82-4466 in the office of the Register of Deeds of Lancaster County, Nebraska ("1982 Warranty Deed").

4. That the Lease is amended by adding a new paragraph 19 to read as follows:

19. **Right of First Refusal.** City and Partnership covenant that no disposition, lease or operating agreement of the Conference Center or any part thereof by City, other than the Lease, as amended by this Amendment and as may be further amended, and a grant of easements for utilities reasonably incident to the development of the Conference Center, shall be made, except a sale, lease or operating agreement pursuant to a bona fide written offer complete in its terms, and then only if an offer to sell, lease or operate upon identical terms has first been made to the Partnership and has not been accepted and the purchase price tendered within forty-five (45) days after its receipt. If the Partnership has not timely accepted the offer and tendered the purchase price within such forty-five (45) day period, City for a period of ninety (90) days after the expiration of such forty-five (45) day period shall have the right to consummate the sale, lease or operating agreement with a third party on the terms set forth in the written offer. If City fails to consummate such sale, lease or operating agreement within such ninety (90) day period, the Conference Center or such part thereof that was subject to the written offer shall once again become subject to the Partnership's right of first refusal contained in this paragraph 19. The provisions of this paragraph 19 supercede and replace in their entirety the first two sentences of Section 8.6 of the 1982 Warranty Deed.

5. That all conditions of the Lease continue to remain in full force and effect, except as amended by this Amendment.

6. That this Amendment embodies the complete agreement between the parties as to the subject matter described in this Amendment, and cannot be varied except by written agreement of the parties.

7. That the captions used in connection with the paragraphs of this Amendment are for convenience only and will not be deemed to construe or limit the meaning or language of this Amendment.

8. That in the event of any conflict between the provisions of this Amendment and the provisions of the Lease, the provisions of this Amendment shall govern and control.

9. That this Amendment may be executed in multiple counterparts and signature pages from any counterpart may be appended to any other counterpart. All counterparts will constitute a single, unified instrument.

IN WITNESS WHEREOF, the parties have subscribed their names as of the date first above written.

ATTEST:

Jean E. Ross
City Clerk



“LESSOR”

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

Colleen J. Seung
Mayor

“LESSEE”

CORNHUSKER SQUARE LIMITED
PARTNERSHIP, a Nebraska limited partnership

By: Cornhusker Square Land Company
Its: General Partner

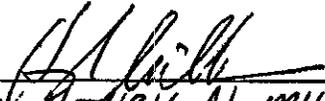
By: Mary J. Cornett
Name: Mary J. Cornett
Title: V.P. & Asst. Secretary

By: H. N. Miller
Name: HENRY N. MILLER
Title: V.P. + TREASURER

Cornhusker Square Land Company hereby consents and agrees to the provisions of paragraphs 1(3) and (4) of the Amendment.

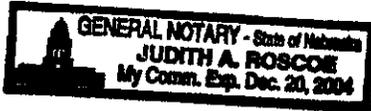
CORNHUSKER SQUARE LAND
COMPANY, a Nebraska corporation

By: 
Name: MARY J. GRUNETT
Title: V.P. & Asst. Secretary

By: 
Name: HENRY N. MILLER
Title: VP + TREASURER

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 18th day of December, 2003 by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska, a municipal corporation, on behalf of the City.



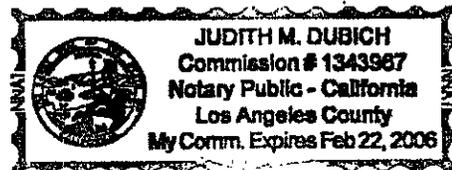
Judith A. Roscoe
Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On November 19 2003, before me, Judith M. Dubich, a Notary Public in and for said State, personally appeared Mary J. Garnett & Henry N. Miller, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Judith M. Dubich (Seal)

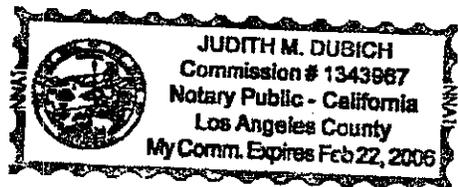


STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On November 19 2003, before me, Judith M. Dubich, a Notary Public in and for said State, personally appeared Mary J. Garnett & Henry N. Miller personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Judith M. Dubich (Seal)



41-6250
E048170

CONSENT TO ASSIGNMENT OF LEASES

The undersigned ("Lessor") hereby consents to the Assignment of Leases, a copy of which is attached hereto as Exhibit "A" ("Assignment"), executed by Cornhusker Square Limited Partnership, a Nebraska limited partnership ("Assignor") to FirstTier Bank, National Association, Lincoln, Nebraska, a national banking association organized under the laws of the United States ("Bank"). Lessor acknowledges that the Bank has entered into a Loan Agreement for Nine-Year Term Loan with Assignor, Cornhusker Square Land Company and David H. Murdock in reliance on this Consent to Assignment of Leases. Lessor further agrees with Bank as follows:

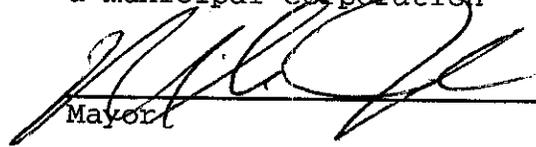
1. Lessor shall promptly notify Bank in writing of any event of default by Assignor under the "Leases" described in the Assignment, and shall permit Bank, at Bank's option, a reasonable time period to cure any such event of default before Lessor terminates the Leases pursuant to said Leases' default provisions.

2. In the event of a default by Assignor under the Leases, Lessor, at Bank's request, and upon payment to Lessor of any sums then owing and unpaid under the Leases shall continue to perform Lessor's obligations under the Leases for the benefit of Bank and its successors and assigns in accordance with the terms thereof. Lessor hereby affirms and agrees that Bank shall have no obligation to pay Lessor any sums owing and unpaid under the Leases unless Bank shall have requested in writing that Lessor continue to perform Lessor's obligations under the Leases for the benefit of Bank and its successors and assigns.

This Consent to Assignment of Leases is made this 22 day of February, 1995.

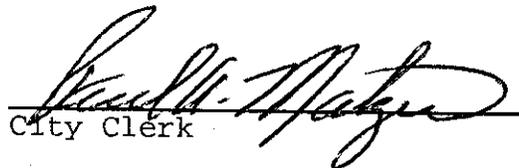
"LESSOR"

CITY OF LINCOLN, NEBRASKA,
a municipal corporation



Mayor

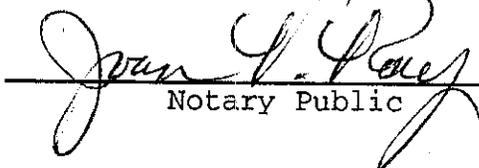
ATTEST:



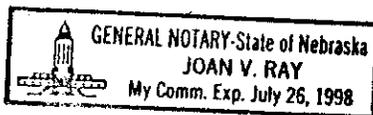
City Clerk

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me as of this 23rd day of February, 1995, by Mike Johanns, Mayor of the City of Lincoln, Nebraska, a municipal corporation, on behalf of the City of Lincoln, Nebraska.



Notary Public



ASSIGNMENT OF LEASES

THIS ASSIGNMENT OF LEASES ("Assignment") is made as of this 17th day of February, 1995, by CORNHUSKER SQUARE LIMITED PARTNERSHIP, a Nebraska limited partnership ("Assignor"), to and for the benefit of FIRSTIER BANK, NATIONAL ASSOCIATION, LINCOLN, NEBRASKA, a national banking association organized under the laws of the United States of America ("Bank"), and is made with reference to the following.

1. Loan. Assignor, Cornhusker Square Land Company, a Nebraska corporation and David H. Murdock, collectively as "Borrower", have executed a Term Loan Note of even date herewith payable to the order of Bank in the original principal amount of \$12,000,000.00 ("Term Loan Note"), which is secured by, among other things, a Deed of Trust, Assignment of Rents and Security Agreement of even date made by Borrower as Trustor to Bank as Trustee for the benefit of Bank as Beneficiary ("Deed of Trust") encumbering the real property described on Exhibit "A" of the Deed of Trust. The Term Loan Note and any extensions, substitutions, modifications or renewals hereafter are collectively referred to as the "Note." Borrower and Bank have also executed a Loan Agreement for Nine-Year Term Loan of even date herewith ("Loan Agreement"). The Note, Deed of Trust, Loan Agreement and all other documents securing or pertaining to the indebtedness represented by the Note or Loan Agreement are collectively and individually referred to as "Loan Documents." Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Loan Agreement.

2. Lease. Assignor is a party to the following agreements ("Leases"):

a. Cornhusker Square Redevelopment Project Lease and Operating Agreement dated March 31, 1982 between the City of Lincoln, Nebraska as Lessor and owner and Cornhusker Square Land Company as Lessee and operator, filed with the Register of Deeds of Lancaster County, Nebraska at Inst. No. 82-4468, and assigned to Assignor by Assignment dated as of February 17, 1995; and

b. First Amended and Restated Lease and Operating Agreement Burnham Yates Conference Center dated June 22, 1993 between the City of Lincoln, Nebraska and Assignor, filed with the Register of Deeds of Lancaster County, Nebraska at Inst. No. 93-44496.

3. Purpose. Bank has required as a condition precedent to making the loan evidenced by the Note and as additional security for the obligations incurred and to be incurred pursuant to the Loan Documents, this Assignment.

NOW THEREFORE, in consideration of the premises, for the purposes aforesaid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby represents, warrants and covenants as follows:

1. Assignment. Assignor hereby assigns and transfers to Bank, all of Assignor's right, title and interest in and to the Leases.

Exhibit "A"

2. Default. Until default or an event of default by Borrower under the Loan Documents, after giving effect to any express curative provisions in the Loan Documents, Assignor shall have the right to enjoy and exercise all rights, remedies, benefits and privileges under the Leases hereby assigned.

Upon default or event of default and during the continuation thereof by Borrower under the Loan Documents, after giving effect to any express curative provisions in the Loan Documents, Bank shall have the right, at any time and from time to time, to exercise all of the rights, remedies, privileges, and benefits of Assignor under the Leases.

3. Attorney-in-Fact. The Assignor hereby irrevocably constitutes, designates and appoints Bank as Assignor's true and lawful attorney in fact, effective upon the occurrence of an event of default, and during the continuation thereof, after giving effect to express curative provisions provided in the Loan Agreement, if any, under the Deed of Trust or under any of the note instruments evidencing, securing or pertaining to the Note contemplated by the Loan Agreement, with full power of substitution and authority to undertake and exercise any rights, benefits, privileges or remedies of the Assignor under the Leases as may be provided or permitted by law in regard to the rights, remedies, privileges and benefits of Assignor thereunder.

4. Satisfaction and Discharge. Upon the satisfaction and discharge of all the obligations of the Borrower under the Loan Agreement and the obligations of Borrower under any other document or instrument evidencing, securing or pertaining to the Note, this Assignment shall be void and of no further force or effect. Bank shall execute and deliver to Borrower any documents or instruments necessary to effect satisfaction and discharge of said obligations.

5. Event of Default. Any event of default by Assignor hereunder or under the Leases hereby assigned (beyond any applicable cure periods) shall, at Bank's option, constitute an event of default under the Loan Documents if such default is not cured within fifteen (15) days after the Assignor receives written notice to cure from the Bank.

6. No Waiver. Bank shall not be obligated to perform or discharge, nor does Bank hereby undertake to perform or discharge, any obligation, duty or liability under the Leases assigned hereunder or under or by reason of this Assignment. No failure or delay in exercising any of said rights, remedies or powers of Bank shall constitute a waiver thereof or a waiver of any default of Borrower. Assignor hereby agrees to indemnify Bank against and hold it harmless from any and all liability, loss, damage, cost or expense which Bank may incur under the Leases or by reason of this Assignment, and against and from any and all claims and demands whatsoever which may be asserted against Bank by reason of any alleged obligation or undertaking on Bank's part to perform or discharge any of the terms, covenants or agreements contained in the Leases, except that which arises from Bank's own gross negligence or willful misconduct. Should Bank incur any such liability, loss, damage, cost or expense under the Leases or under or by reason of this Assignment, or in the defense against any such claims or demands, the amount thereof, including

costs, expenses and reasonable attorneys' fees, shall be secured by any and all security instruments relating to the Note, and Assignor shall reimburse Bank therefor immediately upon demand, and upon the failure of Assignor to do so, Bank may declare all sums evidenced by the Note to be immediately due and payable.

7. Notices. A copy of all notices, demands or documents that are required or permitted to be given or served hereunder shall be in writing and shall be served by certified or registered mail, postage prepaid, to Assignor and Bank at the following addresses:

a. If to Assignor:

CORNHUSKER SQUARE LIMITED PARTNERSHIP
c/o Scott A. Griswold
Pacific Holding Company
10900 Wilshire Boulevard
Los Angeles, California 90024

with a copy thereof to:

JONES, DAY, REAVIS & POGUE
2603 Main Street, Suite 900
Irvine, California 92714
Attention: Peter J. Tennyson

and

JERRY BARNES
333 South 13th Street
Lincoln, Nebraska 68508

b. If to Bank:

FIRSTTIER BANK, NATIONAL ASSOCIATION,
LINCOLN, NEBRASKA
P.O. Box 81008
Lincoln, Nebraska 68501
Attention: Gerald L. Holscher, Senior Vice President

with a copy to:

CLINE, WILLIAMS, WRIGHT, JOHNSON & OLDFATHER
1900 FirstTier Bank Building
Lincoln, Nebraska 68508
Attention: Stephen H. Nelsen

Such addresses may be changed from time to time by either party by serving notice as above provided. Service of any such notice or demand shall be deemed complete on the date of actual delivery as shown by the addressee's registry or certification receipt or at the expiration of the third (3rd) day after the date of mailing, whichever is earlier in time.

8. Further Assurance. Assignor will execute upon request of Bank, any and all instruments reasonably requested by Bank to carry this Assignment into effect.

9. Covenants. Assignor hereby additionally covenants and agrees:

a. This Assignment shall in no way operate or prevent Bank from pursuing any remedy which Bank now or hereafter may have because of any present or future breach of the terms or conditions of the Note or any extension or renewal of the Note or any instrument securing the Note.

b. Assignor shall not make or execute any other assignment of the Leases during the term of this Assignment, without the prior written consent of Bank.

c. Bank's omission or failure to give any notice of or under this Assignment to Assignor shall not constitute or be deemed a waiver of any of Bank's rights hereunder.

10. Representations and Warranties. Assignor represents and warrants that copies of the Leases submitted to Bank are true, correct and complete and copies; that Assignor's right, title and interest in and to the Leases are not subject to any claim, setoff, lien or encumbrance of any kind except as may be provided by the express terms of the Leases; that the submitted Leases have been duly executed and have not been amended, modified or otherwise changed and Bank will be notified in advance of any such amendments, modifications, or extensions; and that Assignor will not, without the prior written consent of Bank, modify or terminate the Leases, except modifications which in the reasonable business judgment of the Assignor will benefit Cornhusker Square or as expressly provided by the terms thereof.

11. Construction. In this Assignment, whenever the context so requires, the neuter gender includes the masculine or feminine, and the singular number includes the plural, and vice versa.

12. Invalidity. In the event any provisions of this Assignment or the application thereof to the Assignor or any other persons or circumstances shall, to any extent, be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Assignment or the application of such provision or provisions to Assignor or such other persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby and each and every provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. This Assignment shall be governed by and construed in accordance with the laws of the State of Nebraska.

13. Successors and Assigns. This Assignment and all of the terms, covenants and conditions hereof shall be binding upon the Assignor and its successors and assigns and shall inure to the benefit of Bank and its successors and assigns.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

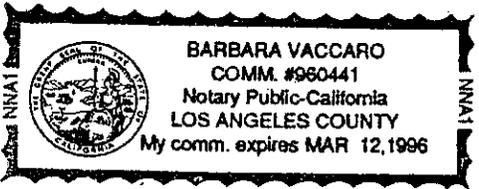
State of California

County of Los Angeles

On Feb 14, 1995 before me, Barbara Vaccaro Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Irene Miles
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Barbara Vaccaro
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
Vice President
TITLE(S)
- PARTNER(S) LIMITED
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
Cornhusker Square Road
Company, General Partner

SIGNER(S) OTHER THAN NAMED ABOVE

IN WITNESS WHEREOF, Assignor has executed this Assignment of Leases dated as of this _____ day of February, 1995.

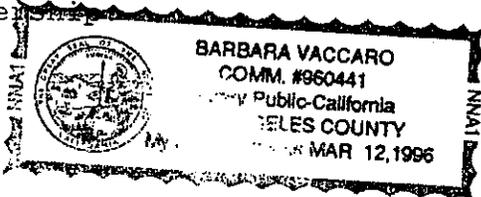
"ASSIGNOR"

CORNHUSKER SQUARE LIMITED PARTNERSHIP, a Nebraska limited partnership

By: John M. [Signature]
Vice President of
Cornhusker Square Land
Company, General
Partner

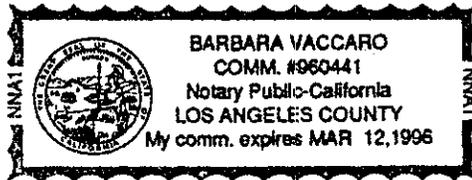
STATE OF California ss.
COUNTY OF Los Angeles

The foregoing instrument was acknowledged before me as of this 14th day of February, 1995, by JANE MILES, on behalf of Cornhusker Square Limited Partnership, a Nebraska limited partner



[Signature]
Notary Public

My commission expires:



[SEAL]

Form of Assignment and Assumption of Conference Center Lease

**Recording requested by and
When recorded return to:**

Attn: _____

[Space above line for Recorder's use only]

ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION (the "Assignment") dated as of _____, 2004, is between CORNHUSKER SQUARE LIMITED PARTNERSHIP, a Nebraska limited partnership ("Assignor"), and SHUBH HOTELS LINCOLN, LLC, a Nebraska limited liability company ("Assignee").

A. Assignor is the lessee under that certain First Amended and Restated Lease and Operating Agreement - Burnham Yates Conference Center dated as of June 22, 1993 between Assignor and the City of Lincoln, Nebraska ("City"), and recorded October 1, 1993 with the Register of Deeds of Lancaster County, Nebraska, as Instrument No. 93-44496, as amended by the Amendment to the First Amended and Restated Lease and Operating Agreement - Burnham Yates Conference Center dated as of November 19, 2003 between Assignor and the City, and recorded February 9, 2004 with the Register of Deeds of Lancaster County, Nebraska, as Instrument No. 04007465 (collectively, "Lease"), pertaining to the real property and improvements, more particularly described in Exhibit "A" attached hereto.

B. Assignor and Assignee entered into an Agreement of Sale and Purchase dated as of March 11, 2004 (the "Purchase Agreement"), pursuant to which Assignee agreed to purchase certain property from Assignor and Assignor agreed to sell certain property to Assignee, as more particularly described in, and on the terms and conditions contained in, the Purchase Agreement.

C. In accordance with the Purchase Agreement, Assignor desires to assign its interest as lessee in the Lease to Assignee, and Assignee desires to accept the assignment thereof, on the terms and conditions below.

ACCORDINGLY, the parties hereby agree as follows:

1. Assignor hereby assigns to Assignee all of its right, title, and interest in and to the Lease, and Assignee hereby accepts such assignment and assumes all of the Assignor's obligations under the Lease arising from and after the date hereof.

2. In the event of any dispute between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the sole

prevailing party's costs and expenses of such dispute, including, without limitation, reasonable attorneys' fees and costs.

3. Any rental and other payments under the Lease shall be prorated between the parties as provided in the Purchase Agreement.

4. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Assignment shall be governed and construed in accordance with the laws of the State of Nebraska.

6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

7. Assignee hereby expressly acknowledges and affirms the provisions of Sections 2.6, 6.2, 7.3 and 7.4 of the Purchase Agreement.

[signatures on following page]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment the day and year first above written.

ASSIGNOR:

CORNHUSKER SQUARE LIMITED PARTNERSHIP,
a Nebraska limited partnership

By: Cornhusker Square Land Company,
a Nebraska corporation, General Partner

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ASSIGNEE:

SHUBH HOTELS LINCOLN, LLC,
a Nebraska limited liability company

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

APPROVAL OF CITY

The City hereby approves and consents to the foregoing Assignment and Assumption between Cornhusker Square Limited Partnership and Shubh Hotels Lincoln, LLC and consents to a sublease of the property subject to the Lease by Shubh Hotels Lincoln, LLC to Shubh Hotels Cornhusker, LLC, a Nebraska limited liability company, for the purpose of facilitating the sale and distribution of alcoholic beverages at the property subject to the Lease.

Dated: _____, 2004

ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

By: _____

City Clerk

Name: _____

Title: _____

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss:

On _____, 2004, before me, _____, a Notary Public in and for said State, personally appeared _____ and _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

STATE OF NEBRASKA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 200__ by _____ (name of acknowledging member or agent), member (or agent) on behalf of _____ (name of limited liability company), a limited liability company.

Notary Public, State of Nebraska
Printed Name: _____

Commission Expires:

STATE OF NEBRASKA
COUNTY OF LANCASTER

The foregoing instrument was acknowledged before me this ____ day of _____, 200__ by _____, Mayor of the City of Lincoln, Nebraska, a municipal corporation, on behalf of the corporation.

Notary Public, State of Nebraska
Printed Name: _____

Commission Expires:

Exhibit "A" to Assignment and Assumption

Description of Real Property

Lots One (1) and Four (4), Cornhusker Square 1st Addition; and Lot Three (3), Cornhusker Square, except the East 29 feet thereof, all in Lincoln, Lancaster County, Nebraska.