

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Resort California, LLC		12/01/2004	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	LH Indian Wells Holding, LLC
Street Address:	11777 San Vicente Blvd., Suite 900
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90049
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

Name:	LH Indian Wells Operating, LLC
Street Address:	11777 San Vicente Blvd., Suite 900
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90049
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2260999	MIRAMONTE
Registration Number:	2261005	MIRAMONTE
Registration Number:	2267029	MIRAMONTE GRILLE

CORRESPONDENCE DATA

Fax Number: (312)876-7934
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-876-3192

OP \$90.00 2260999

Email: pmcbride@sonnenschein.com
Correspondent Name: Peggy L. McBride
Address Line 1: 7800 Sears Tower
Address Line 2: Sonnenschein Nath & Rosenthal LLP
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	50054520-0001
NAME OF SUBMITTER:	Peggy L. McBride
Signature:	/Peggy L. McBride/
Date:	04/17/2007

Total Attachments: 16

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GENERAL ASSIGNMENT

THIS ASSIGNMENT (this "Assignment") is made as of December 1st, 2004, by and between RESORT CALIFORNIA, LLC, a Delaware limited liability company, ("Assignor"), on the one hand, and LH INDIAN WELLS HOLDING, LLC, a California limited liability company, and LH INDIAN WELLS OPERATING, LLC, a California limited liability company (each "Assignee"; collectively, "Assignees"), on the other.

RECITALS

A. Assignor has entered into that certain Agreement of Purchase and Sale (as amended, the "Purchase Agreement") for the Miramonte Resort & Spa (the "Hotel"), dated as of October 7, 2004, between Assignor, as "Seller," and Lowe Hospitality Investment Partners, LLC, as "Buyer." All of Buyer's rights under the Purchase Agreement have been assigned to Assignees.

B. In conjunction with the sale and purchase of the Hotel, the Purchase Agreement obligates Assignor to assign to Assignees all of the "Intangibles" (as such term is defined in the Purchase Agreement), subject to the terms and conditions set forth in this Assignment.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and conditions herein contained, the parties hereto (together, the "Parties," and each sometimes a "Party") hereby act and agree as follows:

1. **Assignment and Assumption.** Assignor hereby assigns, sets over and transfers to Assignees, jointly and severally, all of Assignor's rights (if any and to the extent transferable) in, under and to the following:

- (a) **Marks.** The Marks, as defined in the Purchase Agreement.
- (b) **Permits.** The Permits, as defined in the Purchase Agreement.
- (c) **Repair Warranties.** To the extent assignable in connection with a sale of the Hotel, the Repair Warranties, as defined in the Purchase Agreement.
- (d) **Reservations.** The Reservations, as defined in the Purchase Agreement.
- (e) **Reservation Deposits.** The Reservation Deposits, as defined in the Purchase Agreement.
- (f) **Accounts.** The Accounts, as defined in the Purchase Agreement.
- (g) **Hotel Records.** The Hotel Records, as defined in the Purchase Agreement.
- (h) **Hotel Software.** The Hotel Software, as defined in the Purchase Agreement.
- (i) **Plans.** The Plans, as defined in the Purchase Agreement.

(j) **Intangibles.** The Intangibles, as defined in the Purchase Agreement.

Each Assignee accepts such assignment subject to all of the reservations, restrictions, limitations and other conditions applicable to Assignor's own use, exploitation and enjoyment of the Intangibles and hereby assumes all of the obligations and liabilities of Assignor, accruing from and after the date hereof, with respect to each of the Marks, Permits, Reservations, Reservation Deposits and Accounts.

2. **No Impairment of Purchase Agreement Provisions.** Nothing contained in this Assignment shall be deemed to limit, waive or otherwise derogate from any provision of the Purchase Agreement by either Party and none of such provisions in the Purchase Agreement shall be deemed to have merged into this Assignment.

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

4. **Governing Law.** This Assignment shall be deemed to be an agreement made under the laws of the state where the Hotel is located and for all purposes shall be governed by and construed in accordance with such laws.

5. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of, respectively, Assignor and each Assignee and their respective successors and assigns.

Signatures on Following Page

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered by their respective representatives, thereunto duly authorized, as of the date first above written.

ASSIGNOR:

RESORT CALIFORNIA, LLC,
a Delaware limited liability company

By: Marcus Hotels, Inc., its Member

By: William G. Otto
Name: William G. Otto
Title: President

ASSIGNEE

LH INDIAN WELLS HOLDING, LLC,
a California limited liability company

By: Lowe Hospitality Investment Partners, LLC,
a Delaware limited liability company

By: LHIP Manager, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

LH INDIAN WELLS OPERATING, LLC,
a California limited liability company

By: LHIP TRS, Inc., a Delaware corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered by their respective representatives, thereunto duly authorized, as of the date first above written.

ASSIGNOR:

RESORT CALIFORNIA, LLC,
a Delaware limited liability company

By: Marcus Hotels, Inc., its Member


By: _____
Name: _____
Title: _____

ASSIGNEE

LH INDIAN WELLS HOLDING, LLC,
a California limited liability company

By: Lowe Hospitality Investment Partners, LLC,
a Delaware limited liability company

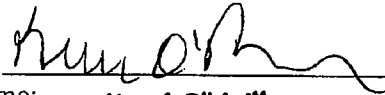
By: LHIP Manager, LLC,
a Delaware limited liability company

By: 
Name: BLECKER P. SEAMAN
Title: EVP

ASSIGNEE:

LH INDIAN WELLS OPERATING, LLC,
a California limited liability company

By: LHIP TRS, Inc., a Delaware corporation

By: 
Name: Kerri O'Neill
Title: Sr. Vice President

**ASSIGNMENT AND ASSUMPTION
OF
PURCHASE AND SALE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is made as of December 1st, 2004, by and between **LOWE HOSPITALITY INVESTMENT PARTNERS, LLC**, a Delaware limited liability company ("**Assignor**"), on the one hand, and **LH INDIAN WELLS HOLDING, LLC**, a California limited liability company ("**Holding**"), and **LH INDIAN WELLS OPERATING, LLC**, a California limited liability company ("**Operator**"), jointly and severally (each, "**Assignee**," and collectively, "**Assignees**"), on the other, with respect to that certain Agreement for Purchase and Sale for Miramonte Resort & Spa, Indian Wells, California and Joint Escrow Instructions, dated as of October 7, 2004, as amended by that certain First Amendment dated as of November 8, 2004, by letter agreements dated November 15, 2004, and November 18, 2004 and by that certain Second Amendment dated as of November 24, 2004, between Resort California, LLC, as "**Seller**," and Assignor, as "**Buyer**" (as amended, the "**Purchase Agreement**"), for the sale and purchase of the Miramonte Resort & Spa, Indian Wells, California (the "**Hotel**").

WHEREAS, Assignees are, directly or indirectly, under the same common control as Assignor; and

WHEREAS, Section 14 of the Purchase Agreement contemplates, and expressly permits, the assignment of all of the Buyer's right, title and interest under the Purchase Agreement to entities under the same common control as Assignor.

NOW, THEREFORE, in consideration of the foregoing premises, and of the mutual covenants and conditions set forth below, Assignor and Assignees (together, the "**Parties**" and each sometimes a "**Party**") do hereby act and agree as follows:

1. **Definitions.** Terms defined in any other part of this Agreement shall have the defined meanings wherever capitalized herein. Capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed to them in the Purchase Agreement. As used in this Agreement, the terms "herein," "hereof" and "hereunder" refer to this Agreement in its entirety and are not limited to any specific sections; and the term "person" means any natural person, other legal entity or combination of natural persons and/or other legal entities. Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of certain genders shall be deemed to comprehend either or both of the other genders.

2. **Assignment of Purchase Agreement.** Assignor hereby sells, assigns, sets over and transfers to Assignees, jointly and severally, all of Assignor's right, title and interest as the Buyer under, in and to the Purchase Agreement. Assignees, jointly and severally, shall perform Assignor's obligations under the Purchase Agreement with respect to, and take title to and each assignment of Marks, Permits, Repair Warranties, Reservations, Reservation Deposits, Accounts, Hotel Records, Hotel Software, Plans and all other intangible personal property comprising the goodwill of the Hotel. As among Assignees, Holding shall perform Assignor's obligations under

the Purchase Agreement with respect to, and take title to and assignment of, the Hotel Parcel, Hotel Improvements, Offsite Rights and the lessor's interest under the Leases, and Operator will perform Assignor's obligations under the Purchase Agreement with respect to, and take title to and assignment of, the FF&E, Inventory, Assumed Contracts and Cash Banks.

3. **Assumption of Purchase Agreement.** Assignees, and each of them, hereby assume all of the obligations and liabilities of Assignor, as the Buyer, under the Purchase Agreement.

4. **Warranties and Representations.** Assignor hereby warrants and represents to Assignees that:

(a) Assignor has made no other assignment, pledge, hypothecation or other transfer of any of its rights, title and interest as the Buyer under the Purchase Agreement.

(b) Assignor is fully empowered and duly authorized to make the assignment set forth herein and such assignment does not breach or conflict with any of the operating agreement, resolutions, agreements, indentures, judgments, orders or decrees to which Assignor is a party or otherwise subject.

(c) Assignor is not in default of any of its obligations under the Purchase Agreement and no event or condition exists which, by notice or passage of time, will become such a default.

5. **Indemnifications.** Assignor shall hold harmless, indemnify and defend each Assignee against any claim, liability, loss or damages, and all expenses related thereto, which such Assignee incurs by reason of any of Assignor's warranties and representations herein proving to be untrue in any material respect. Assignees, jointly and severally, shall hold harmless, indemnify and defend Assignor against any claim, liability, loss or damages, and all expenses related thereto, which Assignor incurs by reason of any breach or default hereafter occurring in the obligations of the Buyer under the Purchase Agreement.

6. **Assignment of Deposit.** All sums held and to be held on deposit with Chicago Title Insurance Company, as Escrow Agent under the Purchase Agreement, are referred to herein as the "Deposit". Under the Purchase Agreement, the Deposit is to be applied to payment of the Purchase Price at Closing, or, if the Buyer in breach of its obligations under the Purchase Agreement fails to close, the Deposit is due to Seller as liquidated damages for such default. Assignor hereby assigns to Assignees all of its rights to and interest in the Deposit.

7. **Captions.** Paragraph headings used herein are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

8. **Counterparts.** This Agreement, and any amendment hereto, may be executed in any number of counterparts, including counterparts transmitted by facsimile or electronic communication, and by each Party on separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

9. **Governing Law.** This Agreement shall be deemed to be an agreement made under the laws of the State where the Hotel is located and for all purposes shall be governed by and construed in accordance with such laws.

10. **Notice of Assignment.** A copy of this Agreement shall be sufficient notice to all persons of the assignments contained herein and may be relied upon by any third party.

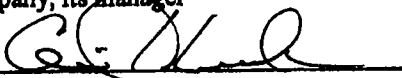
Signatures on Following Page

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be duly executed and delivered, by their representative(s) authorized thereunto, as of the date first above-written.

ASSIGNOR:

LOWE HOSPITALITY INVESTMENT PARTNERS, LLC, a Delaware limited liability company

By: LHIP Manager, LLC, a Delaware limited liability company, its manager


By: 
Name: Christopher M. Nerahan
Title: Senior Vice President

ASSIGNEE:

LH INDIAN WELLS HOLDING, LLC, a California limited liability company

By: Lowe Hospitality Investment Partners, LLC, a Delaware limited liability company

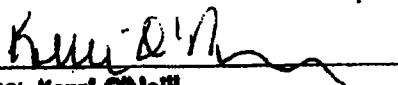
By: LHIP Manager, LLC, a Delaware limited liability company

By: 
Name: Blaine P. Schman
Title: EVP

ASSIGNEE:

LH INDIAN WELLS OPERATING, LLC, a California limited liability company

By: LHIP TRS, Inc., a Delaware corporation

By: 
Name: Kerri O'Neill
Title: Sr. Vice President

AGREEMENT OF PURCHASE AND SALE

FOR

MIRAMONTE RESORT & SPA

INDIAN WELLS, CALIFORNIA

AND

JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (this "Agreement") is made as of October 7, 2004 by and between

RESORT CALIFORNIA, LLC,
a Delaware limited liability company ("Seller"),

and

LOWE HOSPITALITY INVESTMENT PARTNERS, LLC.,
a Delaware limited liability company ("Buyer").

IN CONSIDERATION OF the mutual covenants and conditions contained herein, the parties hereto (together, the "Parties" and each, sometimes, a "Party") do hereby agree and covenant with each other as follows:

1. **Definitions.**

1.1 **Account.** "Account" means any account receivable to be assigned by Seller to Buyer or Buyer's nominee at Closing, pursuant to Section 8.3; and "the Accounts" means all such accounts receivable.

1.2 **Affiliate.** "Affiliate" means, with respect to an indicated person, any other person who directly or indirectly controls, is controlled by or is under common control with such indicated person.

1.3 **Approval Date.** "Approval Date" means the later of (A) the 30th Day after the Effective Date or (B) the 30th Day after Seller has (i) Seller has delivered or made available to Buyer, in accordance with Section 4.1 all of the documents required under Section 4.1 and certified to Buyer that Seller has so done, as provided in Section 4.1, (ii) Seller has notified Buyer, in accordance with Section 9.2.3, of approval of this Agreement by the Board of Directors of The Marcus Corporation and (iii) Buyer is permitted to contact the City of Indian Wells regarding the Hotel, either under Section 4.5.6 (which provides that Buyer may do so on and the 11th Day following the Effective Date) or by Seller's express written authorization (given prior to the 11th Day following the Effective Date).

person or entity for purposes of §1445 of the Internal Revenue Code of 1986, as amended (with such supplemental statements as may be required to exempt the transactions contemplated hereby from any withholding tax requirements under applicable state Laws).

1.38 General Assignment. “General Assignment” means a general assignment and assumption agreement, substantively in the form attached hereto as Exhibit E, for the transfer by Seller to Buyer or Buyer’s nominee of the Intangibles.

1.39 Governmental Authority. “Governmental Authority” means any of the United States Government, the government of any of the United States or any county or municipality therein, and any executive department, legislative body, administrative or regulatory agency, court, officer (whether elected, appointed or otherwise designated) or other authority thereof, whenever purporting to act in an official capacity.

1.40 Guest Ledger Account. “Guest Ledger Account” has the meaning specified in Section 8.3.1.

1.41 Hazardous Substance. “Hazardous Substance” means any petroleum or petroleum-related product, any asbestos-containing materials (whether or not friable), PCBs, formaldehyde foam, radioactive substances, toxic mold, biologically hazardous wastes or any other substance defined as “hazardous waste,” “hazardous substance,” “hazardous material,” “toxic substance,” “toxic waste,” “carcinogenic,” “mutagenic,” “pollutant,” “contaminant” or any other variant of such terms in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §9601 et seq., the Toxic Substance Control Act, 15 U.S.C. §2601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §1802, the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., or other applicable federal, state or local Laws regulating the generation, storage, transportation, discharge, disposal, release or removal of environmentally hazardous substances in effect as of the Closing Date. The term “Hazardous Substance” does not include any cleaning, housekeeping or other chemicals or products employed in routine maintenance and housekeeping operations of the Hotel, so long as they are kept only in quantities reasonably necessary for the operation of the Hotel and are stored, used and disposed of in accordance with Laws.

1.42 Hotel. “Hotel” means all of the real and personal property (including, without limitation, the Hotel Premises, the Assumed Contracts, the Leases, the Offsite Rights, the FF&E, the Inventory, the Hotel Records, the Cash Banks and the Intangibles) comprising the Miramonte Resort & Spa, a 215 room hotel located at 45000 Indian Wells Lane, Indian Wells, California, 92210.

1.43 Hotel Employees. “Hotel Employees” means all those persons employed at the Hotel during Seller’s ownership of the Hotel at any time prior to Closing (whether employed by Seller or any Affiliate of Seller).

1.44 Hotel Employee Plan. “Hotel Employee Plan” means an “employee benefit plan,” as defined in ERISA, covering any of the Hotel Employees.

1.55 Intangibles. "Intangibles" means Seller's rights, title and interest in and to the Marks, the Permits, the Repair Warranties, the Reservations and Reservation Deposits, the Accounts, the Hotel Records, the Hotel Software, the Plans and all other intangible personal property rights of whatever nature (excepting the Contracts and excepting such rights which are expressly excluded from the Hotel) constituting part of the good will of the Hotel.

1.56 Inventory. "Inventory" means (i) the Retail Inventory and (ii) the Consumables, but excluding Liquor Inventory if applicable alcoholic beverage control Laws require a separate sale and transfer the Liquor Operations.

1.57 Last Closing Date. "Last Closing Date" means the first Business Day (other than a Monday) that is at least 15 days following the Approval Date, subject to extension as expressly permitted hereunder.

1.58 Laws. "Laws" means any and all applicable:

1.58.1 Constitutions, statutes, ordinances, rules, regulations, orders, rulings or decrees of the United States or of the state, county or municipality in which the Hotel is located, or any other Governmental Authority (including, without limitation, building and safety codes, Title III of the Americans with Disabilities Act, the Occupational Safety and Health Act and similar state statutes, laws regarding Hazardous Substances and all regulations and rulings promulgated under or pursuant to any thereof).

1.58.2 Agreements with or covenants or commitments to any Governmental Authority that are binding upon Seller or any of the elements of the Hotel (including, without limitation, any requirements or conditions for the use or enjoyment of any license, permit, approval, authorization or consent legally required for the operation of the Hotel).

1.58.3 Recorded covenants, conditions and restrictions affecting the Hotel Parcel.

1.59 Lease. "Lease" means any space lease, license, concession or other such arrangement for use of space within the Hotel, other than transient use of guest rooms, banquet rooms or conference rooms by Hotel guests in the Ordinary Course.

1.60 Leased FF&E. "Leased FF&E" means each item of FF&E that is subject to an Equipment Lease.

1.61 Licensed Names. "Licensed Names" means "The Well," "Ristorante Brissago" and "Pittura Festa."

1.62 Licensed Premises. "Licensed Premises" means the areas within the Hotel described or otherwise identified in or with respect to a Liquor License as licensed for Liquor Operations.

1.63 Lien. "Lien" means any mortgage, deed of trust or other consensual liens securing monetary obligations, mechanic's or any materialman's lien, judgment lien, lien for delinquent real property taxes or assessments and other tax and statutory liens (other than the lien for non-delinquent real estate taxes and assessments or any lien arising out of any activity of Buyer) that affects Seller's title to any of the Hotel Premises.

1.64 Liquor Inventory. "Liquor Inventory" means all liquor, wine, beer and other alcoholic beverages held for sale to Hotel guests and others in the Ordinary Course or otherwise used in the operation of the Hotel, including (without limitation) the alcoholic beverage contents of any in-room servi-bars and mini-bars.

1.65 Liquor License. "Liquor License" means any government license, permit or other authorization for the Liquor Operations and "the Liquor Licenses" means all such required licenses, permits and other authorizations.

1.66 Liquor Licensee. "Liquor Licensee" means the person(s) holding the Liquor Licenses.

1.67 Liquor Operations. "Liquor Operations" means the sale and/or service of liquor, wine, beer or other alcoholic beverages at the Hotel.

1.68 Loss. "Loss" means any actual loss of property, revenues or business or any loss in value (but not speculative losses).

1.69 Mark. "Mark" means the name "Miramonte Hotel and Spa" and any other trademark, trade name, service mark, logo or other proprietary name, mark or design which is owned by either Seller (or licensed to either Seller and assignable in conjunction with a sale of the Hotel) and used exclusively or primarily in connection with the Hotel, together with all the good will associated with the use of such name, mark or design in connection the Hotel; and "the Marks" means all such names, marks, designs and good will. "Mark" or "Marks" shall not include the name or trademark "The Well," "Ristorante Brissago" or "Pittura Festa" or any variation of any of the foregoing or right to any of the foregoing.

1.70 Objectionable Title Matter. "Objectionable Title Matter" has the meaning specified in Section 4.4.1

1.71 Offsite Rights. "Offsite Rights" means any lease, license or other agreement or arrangement (other than those of record which are identified in the Title Report) which specifically relates to the Hotel providing for use of another's real property in conjunction with the operation of the Hotel (as, by way of illustration and not limitation, use for vehicular parking and/or access), including, without limitation, the agreements identified on the Schedule of Offsite Rights attached hereto as Exhibit K.

1.72 Offsite Rights Assignment. "Offsite Rights Assignment" means an agreement of assignment and assumption, substantively in the form attached hereto as Exhibit F, for the assignment to and assumption by Buyer or Buyer's nominee of the Offsite Rights.

1.73 Offsite Rights Consent. "Offsite Rights Consent" has the meaning specified in Section 9.1.4.

1.74 Offsite Rights Estoppel Certificate. "Offsite Rights Estoppel Certificate" has the meaning specified in Section 9.1.5.

1.75 Ordinary Course. "Ordinary Course" means the course of day-to-day operation of the Hotel substantially in accordance with the operating expense line items in its current operating budget and in a manner which does not materially vary from the policies, practices and

1.102 Voucher. "Voucher" means any certificate, coupon, voucher or other writing which entitles the holder or bearer to a credit (whether in a specified dollar amount or for a specified item, such as a room night or meal) to be applied against the usual charge for rooms, meals and/or other goods or services at the Hotel; but shall not include complimentary rooms (or room rates below average rack rates) granted to convention and other meeting groups in the Ordinary Course.

1.103 Well License Agreement. "Well License Agreement" means a Hotel License Agreement between Seller, as licensor, and Buyer, as licensee, permitting the non-exclusive optional use at the Hotel after Closing of the Licensed Names at no fee, in connection with the operation and promotion of the facilities at the Hotel currently operated under such names

1.104 Other Definitions. Terms defined in any other part of this Agreement (including, without limitation, "Seller," "Buyer," "Party" and "Parties," and "this Agreement," defined in the initial paragraph hereof) shall have the defined meanings wherever capitalized herein. As used in this Agreement, the terms "herein," "hereof" and "hereunder" refer to this Agreement in its entirety and are not limited to any specific sections; and the term "person" means any natural person, other legal entity, or combination of natural persons and/or other legal entities acting as a unit. Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of certain genders shall be deemed to comprehend either or both of the other genders. For purposes of this Agreement, if an amount is not otherwise, any specific item, matter, cost or expense shall be deemed a "material" if its aggregate amount exceeds \$20,000.

2. Covenant of Purchase and Sale. On and subject to the terms and conditions set forth in this Agreement, Seller shall sell, convey, assign and transfer the Hotel to Buyer, and Buyer shall purchase and accept the Hotel from Seller; and, to the extent expressly provided herein or in any Transfer Instrument (but not otherwise), Buyer shall assume from and after Closing the obligations and liabilities appertaining to the Hotel (including, without limitation, Seller's obligations and liabilities under and with respect to the Assumed Contracts, the Permits and any Permitted Exceptions).

2.1 Exclusion of Certain Service Contracts. Buyer shall have the right to exclude any (or all) Service Contract(s) from the Assumed Contracts by giving Seller written notice of the exclusion of such Contract no later than 15 Business Days after the Effective Date.

2.2 Equipment Leases. Buyer shall have the right to exclude any (or all) Equipment Leases from the Assumed Contracts by giving Seller written notice of the exclusion of such Equipment Lease no later than 15 Business Days after the Effective Date.

3. Purchase Price and Deposit.

3.1 Amount of Purchase Price.

[REDACTED]

The net amount of the Purchase Price payable to Seller shall be subject to credits, prorations and other adjustments as provided in Sections 8 and 11.

3.2 Allocation of Price.

SELLER:

RESORT CALIFORNIA, LLC, a Delaware limited liability company

By: Marcus Hotels, Inc., its Member

By: _____

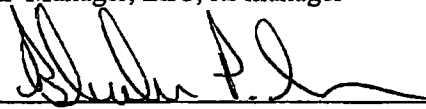
Name: _____

Title: _____

BUYER:

LOWE HOSPITALITY INVESTMENT PARTNERS, LLC, a Delaware limited liability company

By LHIP Manager, LLC, its manager

By:  _____

Name: Bleeker P. Seaman, III

Title: Executive Vice President

Seller:

RESORT CALIFORNIA, LLC, a Delaware
limited liability company

By: Marcus Hotels, Inc., its Member

By: William J. Otto

Name: William J. Otto

Title: President

BUYER:

**LOWE HOSPITALITY INVESTMENT
PARTNERS, LLC**, a Delaware limited liability
company

By LHIP Manager, LLC, its manager

By: _____

Name: _____

Title: _____

SCHEDULE OF MARKS


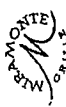
Mark	Image	Goods/Services	Registration	Reg. No.	Reg. Date
Miramonte	[typed word]	Hotel/motel services	Principal	2260999	7/13/99
Miramonte		Hotel/motel services	Principal	2261005	7/13/99
Miramonte Grille		Restaurant services (NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "GRILLE" APART FROM MARK AS SHOWN)	Principal	2267029	8/3/99

EXHIBIT T TO PURCHASE AND SALE AGREEMENT
10/6/2004

30210951V-7