

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Daryl B. Robertson, Esq.
Hunton & Williams LLP
1445 Ross Avenue, Suite 3700
Dallas, Texas 75202
1002-228648AL1-RT

20170815000295260 1/5 \$1799.50
Shelby Cnty Judge of Probate AL
08/15/2017 12:27:13 PM FILED/CERT

AMENDMENT TO
MEMORANDUM OF LEASE AGREEMENT

This Amendment to Memorandum of Lease Agreement (this "Amendment"), is made and entered into effective as of July 31, 2017, by and between LSREF3/AH CHICAGO, LLC, a Delaware limited liability company ("Lessor"), and LSREF3/AH CHICAGO TENANT, LLC, a Delaware limited liability company ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into (a) that certain Master Lease Agreement dated November 12, 2014 (as amended from time to time, the "Lease") of the Leased Property (described below) and (b) that certain Memorandum of Lease Agreement which was recorded on December 5, 2014 with the Office of the Judge of Probate of Shelby County, Alabama, as Document No. 20141205000382880 (the "Memorandum");

WHEREAS, Lessor and Lessee have entered into that certain First Amendment to Master Lease Agreement dated effective as of July 31, 2017 (the "First Amendment"); and

WHEREAS, Lessor and Lessee desire to enter into this Amendment for the purposes of amending the Memorandum.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to enter into this Amendment, as follows:

1. Leased Property. The Lease and the Memorandum relate to a Hyatt hotel located on the property more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

2. Amendment. Section 2 of the Memorandum is amended and restated to read in its entirety as follows:

"2. Term. The term of the Lease commenced on November 12, 2014 and expires on December 31, 2020, or such later date as shall be mutually agreed to by Lessor and Lessee from time to time, unless sooner terminated in accordance with the provisions of the Lease."

3. Counterparts. This Amendment may be executed in multiple counterparts each of which shall constitute an original and all of which when taken together shall constitute one binding agreement.

Shelby County, AL 08/15/2017
State of Alabama
Deed Tax: \$1772.50

4. Purpose of Amendment. This Amendment is prepared for recordation purposes only, and in no way modifies the provisions of the Lease. In the event of any inconsistency between the provisions of this Amendment and the provisions of the Lease, the provisions of the Lease shall prevail.

[SIGNATURE PAGE FOLLOWS]


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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

“LESSOR”

LSREF3/AH CHICAGO, LLC,
a Delaware limited liability company

By: Summer Trejo
Name: Summer Trejo
Title: Vice President

“LESSEE”

LSREF3/AH CHICAGO TENANT, LLC,
a Delaware limited liability company

By: Summer Trejo
Name: Summer Trejo
Title: Vice President

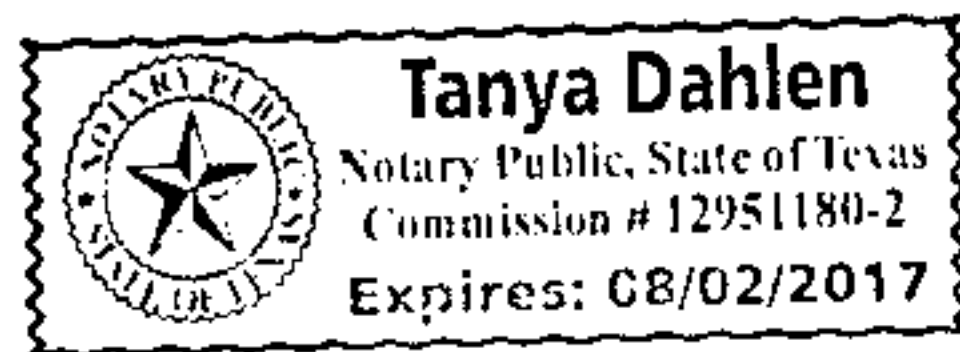

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STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared Summer Trejo, the Vice President of LSREF3/AH Chicago, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and thereupon she acknowledged that she was authorized to execute the within instrument on behalf of said limited liability company, and that she executed said instrument as the voluntary act of the said limited liability company, and for the purposes and consideration expressed therein and in the capacity stated therein.

Given under my hand and seal of office this 27 day of July, A.D., 2017.

(Seal)



Tanya Dahlen
Notary Public
(signature of Notary Public)

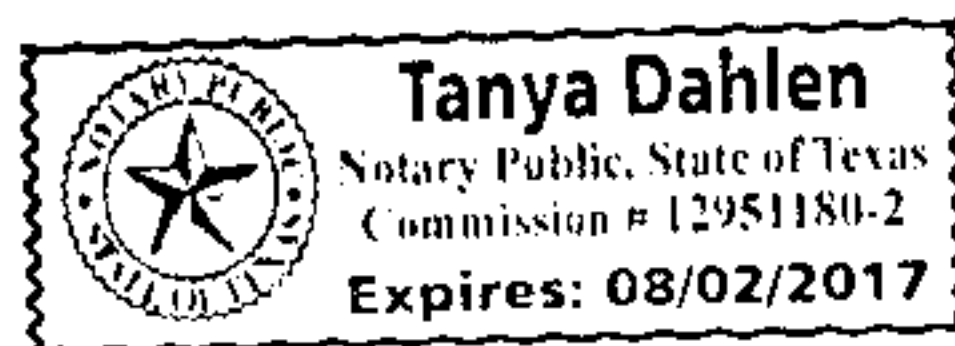
My Commission Expires: 8-2-2017

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared Summer Trejo, the Vice President of LSREF3/AH Chicago Tenant, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and thereupon she acknowledged that she was authorized to execute the within instrument on behalf of said limited liability company, and that she executed said instrument as the voluntary act of the said limited liability company, and for the purposes and consideration expressed therein and in the capacity stated therein.

Given under my hand and seal of office this 27 day of July, A.D., 2017.

(Seal)



Tanya Dahlen
Notary Public
(signature of Notary Public)

My Commission Expires: 8-2-2017

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Exhibit "A"

PROPERTY DESCRIPTION

Leased Property

Real property in the City of Birmingham, County of Shelby, State of Alabama, described as follows:

Parcel I:

Lot 24B, according to the map of Inverness Center Site 24B, as recorded in Map Book 21, Page 61, in the Office of the Judge of Probate of Shelby County, Alabama.

APN: 02-7-36-0-001-029-015

