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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2006 066428

2006 AUG -1 PM 3:12

MICHAEL A. BROWN
RECORDER

Fairfield Inns & Suites, Merrillville, Indiana
Hotel #24

Prepared By:

~~And After Recording Return To:~~

Courtney G. Capute, Esquire
Venable LLP
1800 Mercantile Bank and Trust Building
Two Hopkins Plaza, Suite 1800
Baltimore, Maryland 21201
(410) 244-7531

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MEMORANDUM OF MANAGEMENT AGREEMENT

**This Document is the property of
the Lake County Recorder!
By and Between**

RLJ II - F MERRILLVILLE LESSEE, LLC,
a Delaware limited liability company ("Owner")

and

WHITE LODGING SERVICES CORPORATION,
an Indiana corporation, ("Manager")



Return to:
LandAmerica Financial Group, Inc.
Attn: Dennis Vendetti Asset #24
1015 15th Street NW, Suite 300
Washington, DC, 20005

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D.D.M.

MEMORANDUM OF MANAGEMENT AGREEMENT

THIS MEMORANDUM OF MANAGEMENT AGREEMENT (this "Memorandum") is made by and between **RLJ II – F MERRILLVILLE LESSEE, LLC**, a Delaware limited liability company with an address as set forth on Schedule 1 attached hereto (herein called "**Owner**"), and **WHITE LODGING SERVICES CORPORATION**, an Indiana corporation, with an address as set forth on Schedule 1 attached hereto (herein called "**Manager**") and is delivered and effective as of the Effective Date set forth on Schedule 1.

WITNESSETH:

Owner and Manager have entered into that certain Management Agreement of even date herewith (the "**Management Agreement**") with respect to management and operation of a Hotel on the premises identified on Schedule 1 and as more particularly described on Exhibit A attached hereto (the "**Property**").

The Management Agreement has an initial term which is as described on Schedule 1, and is subject to renewal terms as described on Schedule 1.

The terms of the Management Agreement include restrictions as to the financing and sale of the Property as well as Owner's ability to sell or transfer interests in itself.

This Memorandum does not in any way alter or modify the terms and conditions of the Management Agreement.

Upon expiration or other termination of the Management Agreement, Manager agrees promptly to execute and deliver to Owner a termination of this Memorandum in form suitable for recording.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have duly executed this Memorandum of Management Agreement under seal as of the date set forth on Schedule 1.

OWNER:

RLJ II – F MERRILLVILLE LESSEE,
LLC, a Delaware limited liability company

WITNESS:

By: *Kristin Howarth*
Print Name: Kristin Howarth

By: *Thomas J. Baltimore, Jr.*
Thomas J. Baltimore, Jr.
President



MANAGER:

WHITE LODGING SERVICES
CORPORATION,
an Indiana corporation

WITNESS:

By: Michael Sommerweiser By: Lawrence E. Burnell
Print Name: MICHAEL SOMMERWEISER Lawrence E. Burnell
Chief Operating Officer



EXHIBIT A

LEGAL DESCRIPTION



Exhibit "A"

Property is located in the County of Lake, State of Indiana, and is described as follows:

Lot Three (3) in Resubdivision of part of Block D Lincoln Square, in the Town of Merrillville, as per plat thereof, recorded in Plat Book 65, page 8 in the Office of the Recorder of Lake County, Indiana.



SCHEDULE 1

1. Effective Date: June 14, 2006
2. Address of the Parties:
 - a. Owner: RLJ II – F Merrillville Lessee, LLC
c/o RLJ Development, LLC
3 Bethesda Metro Center, Suite 1000
Bethesda, Maryland 20814
Attn: Thomas J. Baltimore, Jr.
Phone: (301) 280-7777
Fax: (301) 280-7750
 - b. Manager: White Lodging Services Corporation.
Attention: Deno Yiankes
1000 East 80th Place, Suite 600 North
Merrillville, Indiana 46410
Fax: (219) 685-6114
3. Description of Hotel and Premises: That certain fee simple interest in the land and hotel known as the "Fairfield Inns & Suites Merrillville," located at 8275 Georgia Street, Merrillville, Indiana 46410.
4. Term of Management Agreement:
 - a. Initial Term: Twenty (20) full Fiscal Years following the Effective Date
 - b. Renewal Terms: Two (2) Renewal Terms; ten (10) years each.

In accordance with IC 36-2-11-15, I affirm, under penalty of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Courtney G. Capute
Signature of Preparer

COURTNEY G. CAPUTE
Printed Name of Preparer

