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PREPARED BY AND UPON RECORDATION RETURN TO:

2011 029641

James A. L. Daniel, Jr., Esq.  
Alston & Bird LLP  
101 S. Tryon Street, Suite 4000  
Charlotte, NC 28280-4000

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2011 MAY 31 AM 10:02

MICHELLE R. FAJMAN  
RECORDER

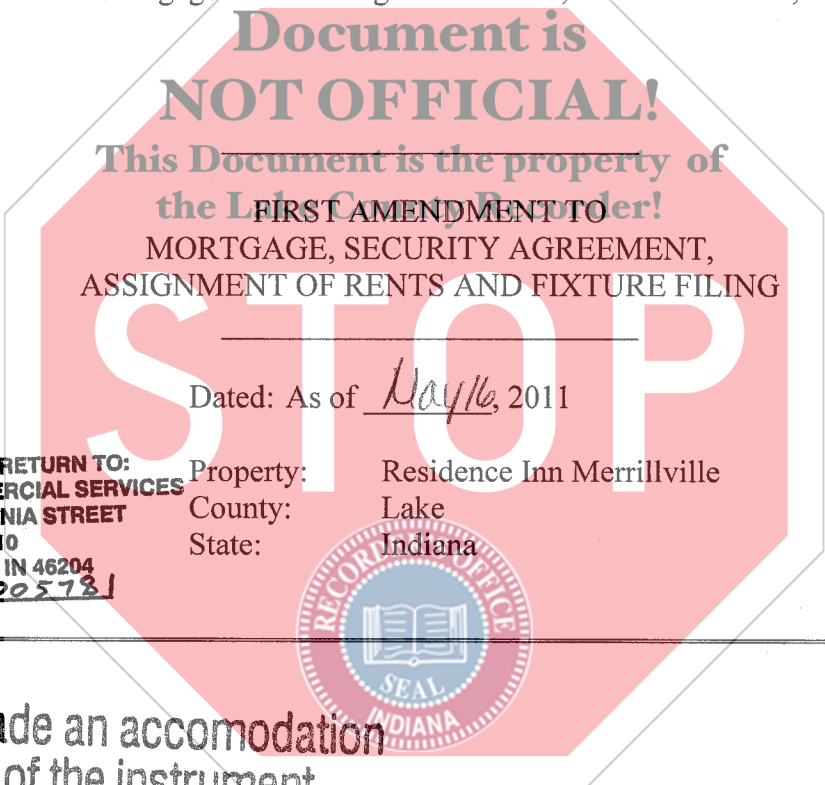
LOAN NOS.: 50-2855643, 50-2855644, 50-2001081, 50-2001082, 70-0203141, 51-0904353 and 51-0904627

82571C INV

RLJ II – R MERRILLVILLE, LLC, a Delaware limited liability company and RLJ II – R MERRILLVILLE LESSEE, LLC, a Delaware limited liability company, collectively as Grantor

and

U.S. BANK NATIONAL ASSOCIATION, as Trustee, as successor-in-interest to Bank of America, N.A., as Trustee, as successor-in-interest to Wells Fargo Bank, National Association, as Trustee, for the Registered Holders of Wachovia Bank Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2006-C27, as Lender



WHEN RECORDED RETURN TO:  
LAWYERS TITLE COMMERCIAL SERVICES  
135 N. PENNSYLVANIA STREET  
SUITE 710  
INDIANAPOLIS, IN 46204  
CASE NO. 11-005781

Property: Residence Inn Merrillville  
County: Lake  
State: Indiana

CTIC Has made an accomodation recording of the instrument.

Chicago Title Insurance Company

AMOUNT \$ 33.00  
CASH \_\_\_\_\_ CHARGE CT  
CHECK # \_\_\_\_\_  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-COM   
CLERK UR

THIS FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING (this "**Amendment**") is made as of the 16<sup>th</sup> day of May, 2011, by and between RLJ II – R MERRILLVILLE, LLC, a Delaware limited liability company ("**Borrower**") and RLJ II – R MERRILLVILLE LESSEE, LLC, a Delaware limited liability company ("**Operating Tenant**" and collectively with Borrower, the "**Grantor**"), each have an address c/o RLJ Lodging Trust, 3 Bethesda Metro Center, Suite 1000, Bethesda, MD 20814 and U.S. BANK NATIONAL ASSOCIATION, as Trustee, as successor-in-interest to Bank of America, N.A., as Trustee, as successor-in-interest to Wells Fargo Bank, National Association, as Trustee, for the Registered Holders of Wachovia Bank Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2006-C27, having an address c/o Wells Fargo Bank, N.A., Commercial Mortgage Servicing, 1901 Harrison Street, 2nd Floor, Oakland, CA 94612, MAC#A0227-020 ("**Lender**").

**RECITALS:**

A. Wachovia Bank, National Association ("**Original Lender**") made a loan to the Cross-collateralized Borrowers in the original principal amount of \$504,548,870.00 (the "**Loan**") as evidence by certain promissory notes dated as of June 14, 2006 (collectively, the "**Note**") and secured by that certain Mortgage, Security Agreement, Assignment of Rents and Fixture Filing dated as of June 14, 2006 given by Grantor to Original Lender and filed for record in the real estate records of Lake County, Indiana as Document No. 2006066430 (the "**Security Instrument**") encumbering certain real property legally described in the Security Instrument (the "**Property**") and by each other Cross-collateralized Mortgage (as defined in the Security Instrument). Capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Security Instrument.

B. Original Lender assigned, sold and transferred the lead portion of the Loan and corresponding interest in the Security Instrument, each other Cross-collateralized Mortgage and the other Loan Documents (as defined in the Security Instrument) to Lender and Lender is the current holder of all of Original Lender's interest in the lead portion of the Loan and Loan Documents.

C. As more particularly described in that certain Reaffirmation and Consent Agreement of even date herewith (the "**Reaffirmation**"), by and among Grantor, certain other parties listed on Schedule I thereto, RLJ Lodging Trust, a Maryland real estate investment trust ("**REIT**"), RLJ Lodging Trust, L.P., a Delaware limited partnership ("**Operating Partnership**") and Lender, Grantor, REIT and Operating Partnership have requested Lender consent to the IPO Transfer (as defined in the Reaffirmation).

D. In connection with the IPO Transfer, Grantor, REIT and Operating Partnership have requested that Lender agree to certain amendments to the Security Instrument. Lender has agreed to such amendments as set forth herein, on and subject to all of the conditions in the Reaffirmation, and Grantor and Lender are entering into this Amendment to evidence such amendments.

## AGREEMENT

For the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that, effective upon the effective date of the Reaffirmation, the Security Instrument is hereby amended as follows:

1. The following is hereby added at the end of Section 2.02(w) of the Security Instrument:

“Notwithstanding the foregoing or any other provision in the Loan Documents to the contrary, subject to any restrictions on Transfers, Lender hereby agrees that Grantor will not be in breach of any representations, warranties or covenants set forth in this Security Instrument or in any of the Loan Documents, including those related to The Office of Foreign Assets Control of the U.S. Department of the Treasury and ERISA, as a result of any sale, conveyance, transfer, disposition, alienation, hypothecation, pledge or encumbrance, whether voluntary or involuntary, of any shares of stock in RLJ Lodging Trust, a Maryland real estate investment trust (“**REIT**”) (or any publicly traded successor of the REIT), so long as shares of stock in the REIT (or, as applicable, a publicly traded successor of the REIT) are listed on a Recognized Stock Exchange (as hereinafter defined).”

2. The following is hereby added as new Section 9.05 of the Security Instrument:

“Section 9.05. Other Permitted Transfers. Notwithstanding the foregoing provisions of this Article IX or any other provisions in the Loan Documents, the following transfers (i) shall not constitute Transfers, and (ii) shall otherwise constitute permitted transfers (subject only to any conditions set forth below) and shall not require Lender’s consent:

(a) the issuance sale, conveyance, transfer or other disposition (each, a “**REIT Share Transfer**”) of any shares of common stock (the “**REIT Shares**”) in REIT so long as (A) at the time of such REIT Share Transfer, the REIT Shares are listed on the New York Stock Exchange or any other nationally recognized stock exchange (any such stock exchange, a “**Recognized Stock Exchange**”), and (B) such REIT Share Transfer does not result in or cause a Change of Control (as hereinafter defined) of REIT, Operating Partnership or Grantor; or

(b) the issuance, sale, conveyance, transfer or other disposition (each an “**OP Transfer**”), of any limited partnership interests (the “**OP Interests**”) in RLJ Lodging Trust, L.P., a Delaware limited partnership (“**Operating Partnership**”) so long as (A) at the time of the OP Transfer, the REIT Shares are listed on a Recognized Stock Exchange, and (B) the OP Transfer does not result in or cause a Change of Control of REIT, Operating Partnership or Grantor.

For purposes of this Section, a “Change of Control” shall occur when: (i) REIT reduces its indirect ownership interest in Operating Partnership below 51% or no longer owns (directly or indirectly) 100% of the general partner interests in Operating Partnership, (ii) Operating Partnership is no longer the sole member/limited partner of Borrower or is no longer the sole owner of the general partner of Borrower if Borrower is a partnership, (iii) RLJ Lodging II REIT Sub, Inc. is no longer the sole member/ limited partner of Operating Tenant or is no longer the sole owner of the general partner of Operating Tenant if Operating Tenant is a partnership; (iv) RLJ Lodging Trust Master TRS, Inc. is no longer the sole owner of RLJ Lodging II REIT Sub, Inc.; (v) Operating Partnership is no longer the sole owner of RLJ Lodging Trust Master TRS, Inc.; (vi) REIT and Operating Partnership are no longer the guarantors/indemnitors of the Loan, (vii) one Person or group of affiliated Persons acquires more than 49% of the REIT Shares or OP Interests in one or a series of transactions, (viii) the individuals comprising the Board of Trustees of REIT, as the same exists for the twelve (12) month period immediately prior to the REIT Share Transfer, fail to represent a majority of the Board of Trustees of REIT as of the date of completion of the REIT Share Transfer and for a period of six (6) months following such REIT Share Transfer, (ix) if REIT enters into a merger, consolidation or other business combination, or a sale of all or substantially all of REIT's assets and/or ownership interests which results in Grantor no longer being controlled by REIT, or (x) there is any other change of the day-to-day management and operation of Grantor or the Property (other than a change in any Manager in accordance with the provisions of the Loan Documents). For purposes of determining the occurrence of (viii) above, the following shall be expressly excluded: any change in the Board of Trustees resulting from (a) the death or incapacity of any Trustee and/or (b) the resignation or removal of any Trustee for reasons unrelated to a REIT Share Transfer, provided any replacement Trustee has been approved by a vote of at least a majority (or such higher percentage as may be required by the governing documents of REIT) of the Board of Trustees of REIT then in office.”

3. The notice address of the Lender in Section 11.01 of the Security Instrument is hereby deleted and replaced with the following:

“If to Lender: U.S. Bank National Association, as Trustee for the Registered Holders of Wachovia Bank Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2006-C27 c/o Wells Fargo Commercial Mortgage Servicing – East 550 S. Tryon Street, 14th Floor Charlotte, NC 28202, MAC D1086-120 Attn. Asset Manager

with a copy to: Alston & Bird LLP  
101 South Tryon Street, Suite 4000  
Charlotte, NC 28280  
Attn. James A. L. Daniel, Jr., Esq.”

4. Except as amended hereby, the Security Instrument shall remain unchanged and in full force and effect. Grantor further acknowledges that the liens, security interests and assignments created and evidenced by the Security Instrument and other Loan Documents are valid and subsisting. No provision herein shall in any way affect the security of the Security Instrument or other Loan Documents. All liens, security interests, mortgages and assignments granted or created by or existing under the Security Instrument and other Loan Documents remain unchanged and continue, unabated, in full force and effect, to secure Cross-collateralized Borrowers' obligations under the Note.

5. Nothing contained herein shall be deemed a waiver of any of Lender's rights or remedies under the Security Instrument or any other Loan Document under applicable law.

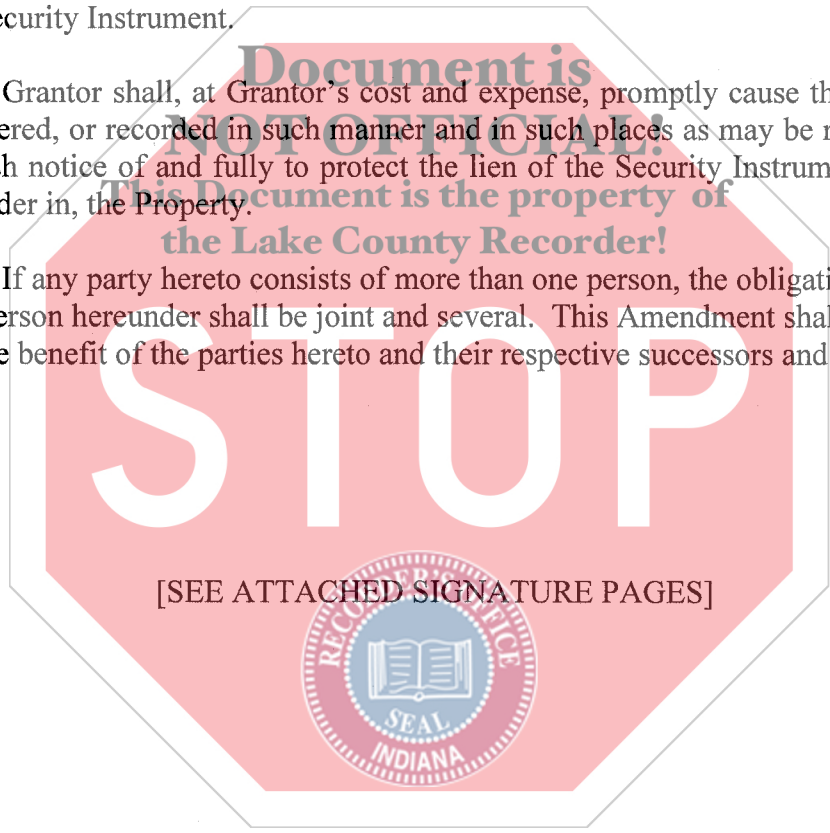
6. Each of the Recitals set forth above in this Amendment are incorporated herein and made a part hereof.

7. This Amendment may be executed in multiple counterparts, each of which will be an original, but all of which, taken together, will constitute one and the same Amendment.

8. This Amendment shall be governed by, and construed in accordance with Section 18.13 of the Security Instrument.


9. Grantor shall, at Grantor's cost and expense, promptly cause this Amendment to be filed, registered, or recorded in such manner and in such places as may be required by law in order to publish notice of and fully to protect the lien of the Security Instrument upon, and the interest of Lender in, the Property.

10. If any party hereto consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.




IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the day and year first above written.

GRANTOR: RLJ II – R MERRILLVILLE, LLC  
a Delaware limited liability company

By:   
Thomas J. Baltimore, Jr.  
President

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

By:   
Thomas J. Baltimore, Jr.  
President



DISTRICT OF COLUMBIA )  
 ) SS  
 )

I, the undersigned authority, a Notary Public in and for the District of Columbia, hereby certify that Thomas J. Baltimore, Jr., whose name as President of RLJ II – R MERRILLVILLE, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and seal this the 30th day of April, 2011.

*Ngoc K. Niblack*

Notary Public

(NOTARIAL SEAL)

My Commission Expires:

Ngoc K. Niblack  
Notary Public, District of Columbia  
My Commission Expires 10/31/2011

DISTRICT OF COLUMBIA )  
 ) SS  
 )

Document is  
**NOT OFFICIAL!**

This Document is the property of  
the Lake County Recorder!

**STOP**

I, the undersigned authority, a Notary Public in and for the District of Columbia, hereby certify that Thomas J. Baltimore, Jr., whose name as President of RLJ II – R MERRILLVILLE LESSEE, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and seal this the 30th day of April, 2011.

*Ngoc K. Niblack*

Notary Public

(NOTARIAL SEAL)


My Commission Expires:

Ngoc K. Niblack  
Notary Public, District of Columbia  
My Commission Expires 10/31/2011

**LENDER:**

U.S. BANK NATIONAL ASSOCIATION, as Trustee, as successor-in-interest to Bank of America, N.A., as Trustee, as successor-in-interest to Wells Fargo Bank, National Association, as Trustee, for the Registered Holders of Wachovia Bank Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2006-C27

By: Wells Fargo Bank, N.A., successor by merger to Wachovia Bank, National Association, solely in its capacity as Master Servicer, as authorized pursuant to that Pooling and Servicing Agreement dated August 1, 2006, as Attorney-in-fact

By:   
Name: Tracy Mills-Smith  
Title: Vice President

STATE OF CALIFORNIA

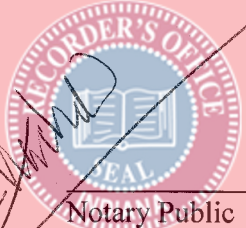
COUNTY OF ALAMEDA

**Document is NOT OFFICIAL!**

On \_\_\_\_\_, 2011, before me, \_\_\_\_\_, the undersigned Notary Public in and for said County and State, personally appeared Tracy Mills-Smith, Vice President of Wells Fargo Bank, N.A., as Attorney-in-fact for U.S. Bank National Association, as Trustee, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

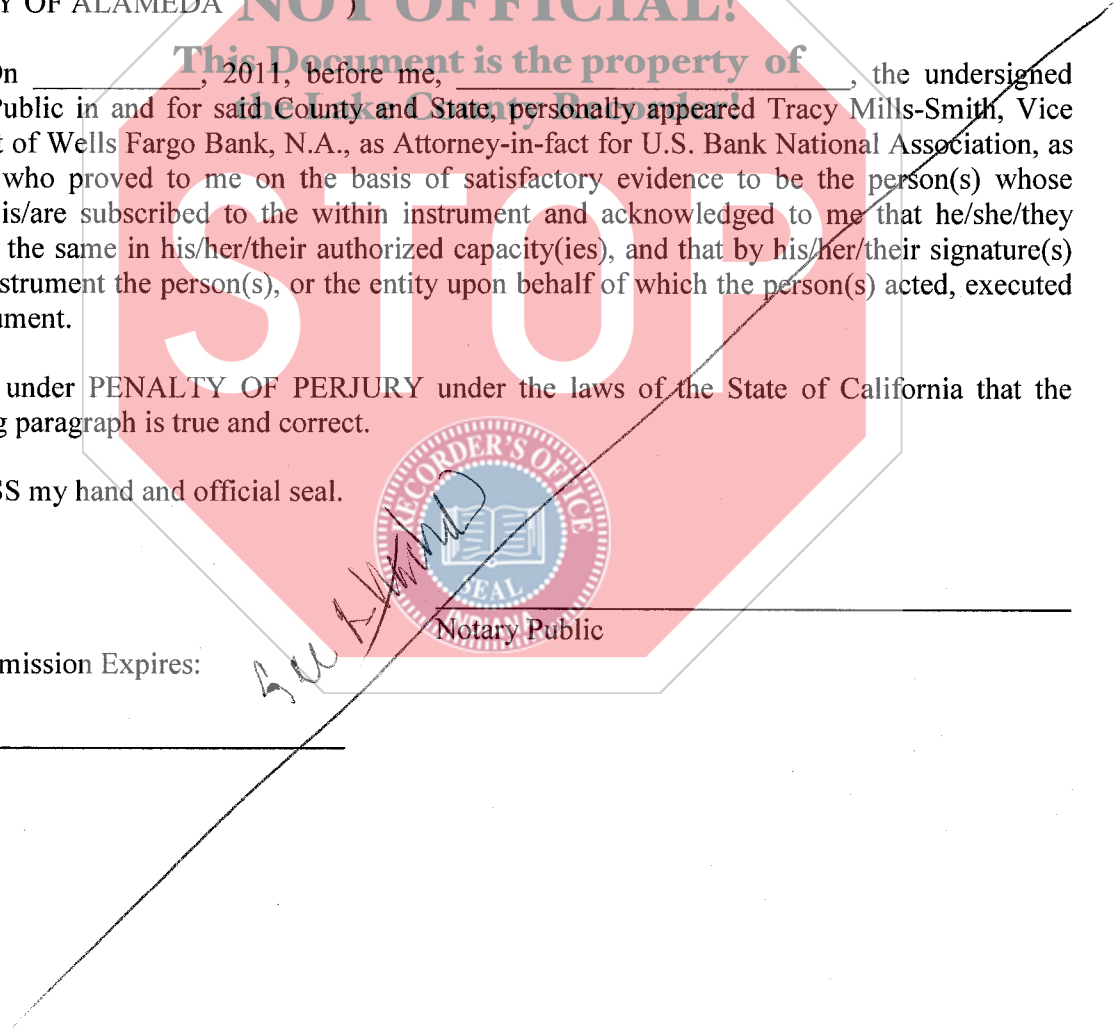
WITNESS my hand and official seal.



Notary Public

My Commission Expires:

\_\_\_\_\_





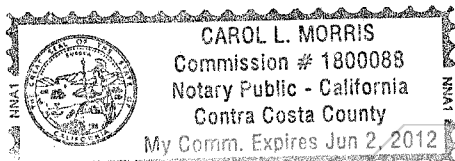
**CALIFORNIA NOTARY ACKNOWLEDGEMENT**

State of California                    )  
  )ss  
County of Alameda    )

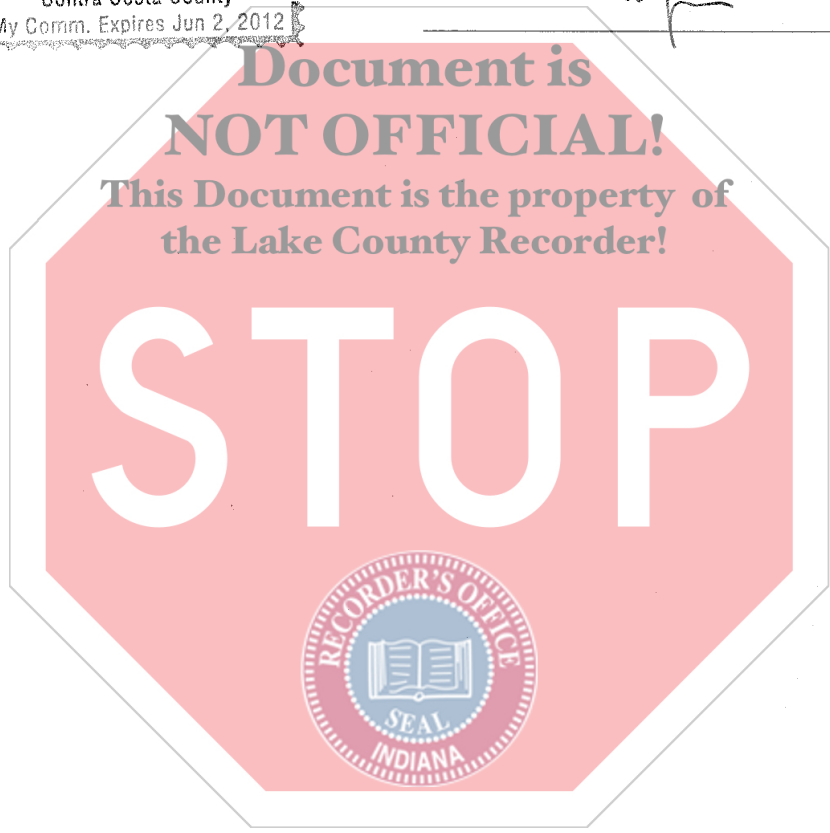
On May 6, 2011 before me, Carol L. Morris, Notary Public, personally appeared Tracy Mills-Smith, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



*Wey*



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.

James A. L. Daniel, Jr., Esq.



~~After Recording Return To:~~  
T Vaillant (11-001251 )  
Commonwealth Land Title Insurance Company  
1015 15th Street, NW, Suite 300  
Washington, DC 20005