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MEMORANDUM OF LEASE

THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Eckert Seamans Cherin & Mellott, LLC
Two International Place, 16th Floor
Boston, MA 02110
Attn: Todd Whilton



Doc# 1635722025 Fee \$48.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/22/2016 10:34 AM PG: 1 OF 6

First American Title Ins. Co.
National Commercial Services
420 S. Orange Ave, Suite 700
Orlando, FL 32801
NCS File No. 75364711

Above Space for Recorder's Use Only

MEMORANDUM OF LEASE AGREEMENT

BY AND BETWEEN

MHF EVANSTON V LLC,

as LANDLORD,

and

MHF EVANSTON OPERATING V LLC,

as TENANT

Dated as of December 15, 2016

Property: 1818 Maple Avenue
City: Evanston
County: Cook

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MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement is dated December 15, 2016, by and between **MHF EVANSTON V LLC**, a Delaware limited liability company ("Landlord"), having an office at c/o Magna Hospitality Group, L.C., 300 Centerville Road, Suite 300 East, Warwick, Rhode Island 02886, and **MHF EVANSTON OPERATING V LLC**, a Delaware limited liability company ("Tenant"), having an office at c/o Magna Hospitality Group, L.C., 300 Centerville Road, Suite 300 East, Warwick, Rhode Island 02886, and covers all of that certain premises (the "Leased Premises") located at 1818 Maple Avenue, Evanston, Illinois (the "Property"), which Property is more particularly described on **Exhibit "A"** attached hereto.

WITNESSETH:

1. Landlord and Tenant have entered into a lease dated as of the date hereof demising a leasehold interest in the Leased Premises and the improvements thereon (the "Lease") from landlord to Tenant. The above addresses of Landlord and Tenant are set forth in the Lease.
2. Tenant has the exclusive right to use and occupy the Leased Premises for the operation of a hotel and for such other uses as may be incidental or necessary thereto.
3. The term of the Lease is to commence on the date hereof and will expire at 11:59 p.m. Evanston, Illinois local time on the sixth anniversary of the date hereof.
4. The Lease is subject to two (2) successive five (5) year renewal options.
5. Tenant has no purchase option under the Lease with regard to the Leased Premises.
6. The Lease is subordinate to that certain Fee and Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Filing from Landlord and Tenant, as mortgagors, to Wells Fargo, National Association, as mortgagee, of even date and recorded in the Official Records of Cook County, Illinois, herewith.
7. This Memorandum of Lease Agreement is executed for recording purposes only and is not intended to be a summary of the Lease, and is subject to the terms and provisions of the Lease. In the event of a conflict between this Memorandum of Lease Agreement and the Lease, the Lease shall control.

[Signatures to Follow]

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IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease Agreement as of the day and year first above written.

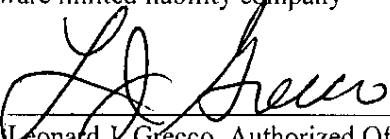
LANDLORD:

MHF EVANSTON V LLC, a Delaware limited liability company

By: 
Leonard J. Grecco, Authorized Officer

TENANT:

MHF EVANSTON OPERATING V LLC,
a Delaware limited liability company

By: 
Leonard J. Grecco, Authorized Officer

Property of Cook County Clerk's Office

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STATE OF RHODE ISLAND

ss:

COUNTY OF KENT

Before me, a Notary Public, for said County and State, this 13th day of December, 2016, personally appeared Leonard J. Grecco, Authorized Officer, of MHF EVANSTON V LLC, a Delaware limited liability company, who acknowledged the execution of the above and foregoing Memorandum of Lease Agreement to be his free and authorized act and deed for and on behalf of said company.

My Commission Expires:

12/3/17

Registration No. N/A

Jennifer James
Notary Public

SEAL

STATE OF RHODE ISLAND

ss:

COUNTY OF KENT

Before me, a Notary Public, for said County and State, this 13th day of December, 2016, personally appeared Leonard J. Grecco, Authorized Officer, of MHF EVANSTON OPERATING V LLC, a Delaware limited liability company, who acknowledged the execution of the above and foregoing Memorandum of Lease Agreement to be his free and authorized act and deed for and on behalf of said company.

My Commission Expires:

12/3/17

Registration No. N/A

Jennifer James
Notary Public

SEAL

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EXHIBIT A

PARCEL 1:

LOT 5 IN CHURCH MAPLE RESUBDIVISION, BEING A RESUBDIVISION OF PART OF DEMPSTER'S SUBDIVISION OF BLOCK 66 OF THE VILLAGE OF EVANSTON, COOK COUNTY, ILLINOIS; PART OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY (FORMERLY CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY); PART OF BLOCK 18 IN THE VILLAGE OF EVANSTON; ALL OF BLOCKS 2 AND 3 IN CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 IN THE COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS; AND PART OF VACATED CLARK STREET AND EAST RAILROAD AVENUE; BEING IN THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF EVANSTON, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 2, 1999 AS DOCUMENT 99528041, ALL IN COOK COUNTY, ILLINOIS

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED JUNE 5, 2000 AND RECORDED JUNE 13, 2000 AS DOCUMENT 00432325 FROM THE CITY OF EVANSTON, ILLINOIS TO EVANSTON HOTEL ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY FOR THE FOLLOWING DESCRIBED EASEMENTS MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF: (I) AN EASEMENT FOR PEDESTRIAN ACCESS, INGRESS AND EGRESS OVER AND ACROSS A PORTION OF THE CITY PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED TO SAID INSTRUMENT, (II) AN EASEMENT FOR PEDESTRIAN AND VEHICULAR ACCESS, INGRESS AND EGRESS OVER AND ACROSS A PORTION OF THE CITY PROPERTY DESCRIBED ON EXHIBIT "B" ATTACHED TO SAID INSTRUMENT, (III) AN EASEMENT FOR PEDESTRIAN AND VEHICULAR ACCESS, INGRESS AND EGRESS OVER AND ACROSS A PORTION OF THE CITY PROPERTY DESCRIBED ON EXHIBIT "C" ATTACHED TO SAID INSTRUMENT, (IV) AN EASEMENT FOR THE CONSTRUCTION, MAINTENANCE AND REPAIR OF A PORTE COCHERE OVERHANG OVER AND ABOVE A PORTION OF THE CITY PROPERTY DESCRIPTION ON EXHIBIT "D" ATTACHED TO SAID INSTRUMENT OVER THE PORTIONS OF LAND DESCRIBED IN SAID INSTRUMENT.

PARCEL 3:

A LEASEHOLD ESTATE IN AND TO THE FOLLOWING DESCRIBED PROPERTY BY VIRTUE OF THAT CERTAIN AMENDED AND RESTATED HOTEL PARKING LEASE DATED JANUARY 26, 2000, BY AND BETWEEN THE CITY OF EVANSTON (LANDLORD) AND AHC EVANSTON LLC (TENANT), AS ASSIGNED TO EVANSTON HOTEL ASSOCIATES, LLC; AS EVIDENCE BY MEMORANDUM OF AMENDED AND

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RESTATED HOTEL PARKING LEASE, RECORDED JUNE 13, 2000, AS DOCUMENT NO. 00432327, COOK COUNTY, ILLINOIS:

LOT 4 OF THE CHURCH MAPLE RESUBDIVISION BEING A RESUBDIVISION OF PART OF DEMPSTER'S SUBDIVISION OF BLOCK 66 OF THE VILLAGE OF EVANSTON, COOK COUNTY, ILLINOIS; PART OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY (FORMERLY CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY); PART OF BLOCK 18 IN THE VILLAGE OF EVANSTON; ALL OF BLOCKS 2 AND 3 IN CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 IN THE COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS; AND PART OF VACATED CLARK STREET AND EAST RAILROAD AVENUE; BEING IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS.

Common Address:
1818 Maple Avenue
Evanston, IL

Permanent Index Number:
11-18-117-005-0000
Lot 5

Property of Cook County Clerk's Office