

STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT  
-FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM  
Register, Inc.  
314 PIERCE ST.  
P.O. BOX 218  
ANOKA, MN. 55303  
(612) 421-1713

☐ The Debtor is a transmitting utility  
as defined in ALA CODE 7-9-105(n).

No. of Additional  
Sheets Presented:

This FINANCING STATEMENT is presented to a Filing Officer for  
filing pursuant to the Uniform Commercial Code.

[Birmingham]

1. Return copy or recorded original to:

Jennifer Clark  
Sullivan & Worcester LLP  
One Post Office Square  
Boston, MA 02109

THIS SPACE FOR USE OF FILING OFFICER  
Date, Time, Number & Filing Office

Pre-paid Acct. #

2. Name and Address of Debtor (Last Name First if a Person)

Candlewood Leasing No. 1, Inc.  
c/o Candlewood Hotel Company, Inc.  
Lakepoint Office Park  
9342 East Central  
Wichita, KS 67206

Social Security/Tax ID #

2A Name and Address of Debtor (IF ANY) (Last Name First if a Person)

Social Security/Tax ID #

☐ Additional debtors on attached UCC-E

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

HPT CW Properties Trust  
c/o Hospitality Properties Trust  
400 Centre Street  
Newton, MA 02158

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

5. The Financing Statement Covers the Following Types (or items) of Property:

All of the property described on Exhibit B and located on or  
related to the real property described on Exhibit A, both  
Exhibits A and B being attached hereto and made a part hereof.

5A. Enter Code(s) From  
Back of Form That  
Best Describes The  
Collateral Covered  
By This Filing:

Check X if covered: ☐ Products of Collateral are also covered.

6. This statement is filed without the debtor's signature to perfect a security interest in collateral  
(check X, if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state  
☐ already subject to a security interest in another jurisdiction when debtor's location changed  
to this state.  
☐ which is proceeds of the original collateral described above in which a security interest is  
perfected.  
☐ acquired after a change of name, identity or corporate structure of debtor  
☐ as to which the filing has lapsed.

7. Complete only when filing with the Judge of Probate:

The initial indebtedness secured by this financing statement is \$

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$

8. ☐ This financing statement covers timber to be cut, crops, or fixtures and is to be cross  
indexed in the real estate mortgage records (Describe real estate and if debtor does not have  
an interest of record, give name of record owner in Box 5)

Signature(s) of Secured Party(ies)  
(Required only if filed without debtor's Signature — see Box 6)

Candlewood Leasing No. 1, Inc.

By: Pamela Cloud, asst Sec  
Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies) or Assignee

Signature(s) of Secured Party(ies) or Assignee

Type Name of Individual or Business

Type Name of Individual or Business

(1) FILING OFFICER COPY - ALPHABETICAL  
(2) FILING OFFICER COPY - NUMERICAL

(3) FILING OFFICER COPY-ACKNOWLEDGEMENT  
(4) FILE COPY - SECURED

(5) FILE COPY DEBTOR(S)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1  
Approved by The Secretary of State of Alabama

[Birmingham]

EXHIBIT A

Property Description

Lot 2D-1, according to the Map of The Resurvey of Lot 2D, Meadow Brook Corporate Park Phase I, as recorded in Map Book 21, page 92, in the Probate Office of Shelby County, Alabama.

## EXHIBIT B

### Description of Personal Property

All of Debtor's right, title and interest in and under or arising out of the Collateral (as hereinafter defined).

As used herein, "Collateral" shall mean all of the Tenant's right, title and interest in and under or arising out of all and any personal property, intangibles and fixtures of any type or description which constitute or arise from the operation, maintenance or repair of the property described on Exhibit A, together with any and all additions, replacements, products and proceeds, including, but not limited to, the following:

- (A) all goods, including, without limitation, the Equipment;
- (B) all of the Leased Intangible Property;
- (C) all Licenses; and
- (D) all other personal property or fixtures of any nature whatsoever which relate to the operation, maintenance or repair of the property described on Exhibit A and all property from time to time described in any financing statement signed by the Tenant naming the Secured Party as secured party.

As used herein, "Equipment" shall mean all structures, improvements, fixtures and items of machinery, equipment and other tangible personal property which constitute, arise from or relate to the operation, maintenance or repair of the property described on Exhibit A, together with all repairs, replacements, improvements, substitutions, extensions or renewals thereof or additions thereto, all parts, additions and accessories incorporated therein or affixed thereto, and all cash and non-cash proceeds therefrom.

As used herein, "Leased Intangible Property" shall mean all hotel licensing agreements and other service contracts, equipment leases, booking agreements and other arrangements or agreements affecting the ownership, repair, maintenance, management, leasing or operation of the property described on Exhibit A and leased to Debtor pursuant to the Lease; all books, records and files relating to the leasing, maintenance, management or operation of the property described on Exhibit A and leased to Debtor pursuant



to the Lease; all transferable or assignable permits, certificates of occupancy, operating permits, sign permits, development rights and approvals, certificates, licenses, warranties and guarantees, rights to deposits, trade names, service marks, telephone exchange numbers identified with the property described on Exhibit A and leased to Debtor pursuant to the Lease; and all other transferable intangible property, miscellaneous rights, benefits and privileges of any kind or character with respect to the property described on Exhibit A and leased to Debtor pursuant to the Lease; other than liquor licenses.

As used herein, "Licenses" shall mean all licenses, permits, rights of use, covenants or rights otherwise benefiting or permitting the use and operation of the property described on Exhibit A or any part thereof pertaining to the operation, maintenance or repair of the property described on Exhibit A.

As used herein, "Lease" shall mean that certain Lease Agreement, dated as of December 24, 1997 by and between Debtor, as tenant, and Secured Party, as landlord.

The security interest hereunder shall attach as soon as Debtor obtains any interests in any of the above-described property, irrespective of whether such above-described property thereafter becomes a fixture or is installed or affixed to other above-described property.

Notice is hereby given that the Secured Party, at its sole cost and expense, shall file, from time to time, Continuation Statements and such other instruments as will continue the effectiveness of the filing of this Financing Statement.

F:\KMG\HP1P21\UCCSCHED.C:12/21/97

Inst # 1998-03090

01/29/1998-03090  
03:48 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 NCB 18.00