

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME				
Intown Suites Southpark, LLC				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
300 Galleria Parkway, Suite 1200		Atlanta	GA	30339 USA
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		limited liability co.	Georgia	9721080 <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME				
SFT II, Inc.				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
1114 Avenue of the Americas, 27th floor		New York	NY	10036 USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's rights, interests and estates now owned or hereafter acquired in and to the collateral more particularly described on Exhibit A attached hereto and by this reference made a part hereof.

Filed as additional security for Mortgage recorded simultaneously herewith.

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAIOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (if applicable) [ADDITIONAL FEE] [optional]		All Debtors Debtor 1 Debtor 2			
8. OPTIONAL FILER REFERENCE DATA						

File with Shelby County, Alabama

## UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

### 9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

Intown Suites Southpark, LLC

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

### 10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

### 11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. TAX ID #: SSN OR EIN

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

☐ NONE

### 12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

See Exhibit B attached

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

## EXHIBIT A TO UCC-1 FINANCING STATEMENT

Attached to and being a part of UCC-1 Financing Statement from Intown Suites Southpark, LLC, a Georgia limited liability company, as Debtor, to SFT II, Inc., a Delaware corporation, as Secured Party.

The following property, rights, interests and estates now owned or hereafter acquired by Debtor (collectively, the "**Mortgaged Property**"):

1. The real property described in Exhibit B attached hereto and made a part hereof (the "**Land**");
2. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates of Debtor therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Financing Statement;
3. The buildings, structures, fixtures of Debtor, additions, enlargements, extensions, modifications, repairs, replacements and improvements of Debtor now or hereafter erected or located on the Land (collectively, the "**Improvements**");
4. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;
5. All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code, now owned or hereafter acquired by Debtor, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Debtor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "**Equipment**"). Notwithstanding the foregoing, Equipment shall not include any property belonging to tenants under leases except to the extent that Debtor shall have any right or interest therein;
6. All Equipment now owned or hereafter acquired by Debtor which is so related to the Land and Improvements forming part of the Mortgaged Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction,



reconstruction, alteration or repair of or installation on the Mortgaged Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in and used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Debtor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "**Fixtures**"). Notwithstanding the foregoing, "Fixtures" shall not include any property which tenants are entitled to remove pursuant to leases except to the extent that Debtor shall have any right or interest therein;

7. All furniture, furnishings, objects of art, appliances, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits; partitions and screens; reservation system; computer and related equipment; generators, boilers, compressors and engines; fuel; water and other pumps and tanks; irrigation lines and sprinklers; refrigeration equipment; pipes and plumbing; elevators and escalators; sprinkler systems and other fire extinguishing machinery and equipment; fire prevention systems; call systems; vacuum cleaning systems; security systems; heating, ventilating, air conditioning and air cooling ducts, machinery and equipment; gas and electric machinery and equipment; facilities used to provide utility services; laundry, drying, dishwashing and garbage disposal machinery or equipment; communication apparatus, including television, radio, music, and cable antennae and systems; guest room furnishings; attached floor coverings, rugs, carpets, window coverings, blinds, awnings, shades, curtains, drapes and rods; screens, storm doors and windows; stoves, refrigerators, dishwashers and other installed appliances; attached cabinets; trees, plants and other items of landscaping; buses and vehicles of any nature whatsoever; visual and electronic surveillance systems; telecommunications equipment including telephones, switchboards, exchanges, wires and phone jacks; maintenance equipment, inventory, tables, chairs, mirrors, desks, wall coverings, clocks, lamps; linens; kitchen, restaurant and other operating equipment, including menus, dishes, glassware, cooking utensils, tables, refrigerating units, microwave equipment, ovens, timers; food and beverages; cleaning materials other similar items; swimming pool heaters and equipment; recreational equipment and maintenance supplies; all equipment, manual, mechanical or motorized, for the construction, maintenance, repair and cleaning of parking areas, walks, underground ways, truck ways, driveways, common areas, roadways, highways and streets, and all other personal property of any kind or character whatsoever as defined in and subject to the provisions of the Uniform Commercial Code (as hereinafter defined), whether tangible or intangible, other than Fixtures, which are now or hereafter owned by Debtor and which are located within or about the Land and the Improvements, together with all accessions, replacements and substitutions thereto or therefor and the proceeds thereof, (collectively, the "**Personal Property**"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any

security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state where the Mortgaged Property is located (the "Uniform Commercial Code"), superior in lien to the lien of this Financing Statement and all proceeds and products of the above;

8. All leases, subleases or subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") (collectively, the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder (but subject to the terms thereof) and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the obligations;

9. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Mortgaged Property, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Mortgaged Property;

10. All proceeds of or for the benefit of Debtor in respect of the Mortgaged Property under any insurance policies covering the Mortgaged Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Mortgaged Property;

11. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Mortgaged Property as a result of tax certiorari or any applications or proceedings for reduction;

12. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

13. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of Secured Party in the Mortgaged Property;

14. To the extent assignable, all agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and



all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder;

15. Debtor's present and future rights to payment of money, accounts and accounts receivable, including, all now existing or hereafter arising rights arising from or relating to the construction, use or operation of the Mortgaged Property or any improvements thereon, and (a) all rights to payment for the rental of office or other space or for goods sold or leased or for services rendered, whether or not yet earned by performance, (b) all rights to payment from any consumer credit, charge, entertainment or travel card or service organization or entity, (c) all reserves, deferred payments, refunds, cost savings payments and deposits no matter how evidenced and whether now or later to be received from third parties (including all earnest money sales deposits) (but subject to such third party depositor's rights in and to such amounts) or deposited with Borrower (as hereinafter defined) by third parties (including all earnest money sales deposits) or deposited by Borrower with third parties (including all utility deposits), (d) all chattel paper, instruments, documents, notes, drafts and letters of credit (other than any letters of credit in favor of Secured Party), (e) and any and all bank accounts (including, without limitation, all "depository accounts" and "securities accounts" as such terms are defined in the Uniform Commercial Code) held by or on behalf of Secured Party and/or Borrower pursuant to the Loan and Security Agreement (the "Loan Agreement") the among Secured Party, Borrower and the Property Owners (as hereinafter defined), and (f) all contracts and agreements which relate to any of the foregoing (collectively, the "Accounts"); and

16. Any and all other rights of Debtor in and to the items set forth in paragraphs 1 through 15 above.

Without limiting any of the other provisions of this Financing Statement, to the extent permitted by applicable law, Debtor expressly grants to Secured Party, as secured party, a security interest in the portion of the Mortgaged Property which is or may be subject to the provisions of the Uniform Commercial Code which are applicable to secured transactions; it being understood and agreed that the Improvements and Fixtures are part and parcel of the Land (the Land, the Improvements and the Fixtures collectively referred to as the "Real Property") appropriated to the use thereof and, whether affixed or annexed to the Real Property or not, shall for the purposes of this Financing Statement be deemed conclusively to be real estate.

Defined Terms:

Borrower means Intown Suites Group Two, LLC, a Georgia limited liability company.

Property Owners mean collectively, those entities listed on Schedule 1.

**EXHIBIT B**

**Legal Description**

Legal Description  
Southpark/Hoover, AL

**EXHIBIT 6**

Lot 9-A, according to a resurvey of Lots 9 and 10, Southpark, as recorded in Map Book 22, page 17, in the Office of the Judge of Probate of Shelby County, Alabama.

Street Address: 1840 Southpark Drive, Hoover, AL 35244

Tax Parcel Identification Number: 10-9-30-0-001-005.008



**SCHEDULE 1**  
**Property Owners**

1. Intown Suites Bandera Road, Inc., a Delaware corporation
2. Intown Suites Beach Boulevard, Inc., a Delaware corporation
3. Intown Suites Bethel Road, L.P., a Georgia limited partnership
4. Intown Suites Blanding Boulevard, Inc., a Delaware corporation
5. Intown Suites Burnesville, L.P., a Georgia limited partnership
6. Intown Suites Carrollton, L.P., a Georgia limited partnership
7. Intown Suites Chandler Boulevard, Inc., a Delaware corporation
8. Intown Suites Colerain, L.P., a Georgia limited partnership
9. Intown Suites Commercial Boulevard, Inc., a Delaware corporation
10. Intown Suites Conyers, Inc., a Georgia corporation
11. Intown Suites Coon Rapids, L.P., a Georgia limited partnership
12. Intown Suites Culebra Road, Inc., a Delaware corporation
13. Intown Suites Downer's Grove, L.P., a Georgia limited partnership
14. Intown Suites Edmond, Inc., a Delaware corporation
15. Intown Suites Gateway Boulevard, L.P., a Georgia limited partnership
16. Intown Suites Greenwood, Inc., a Delaware corporation
17. Intown Suites Hickory Hill, LLC, a Georgia limited liability company
18. Intown Suites Highway 2252, Inc., a Delaware corporation
19. Intown Suites Hurstbourne Parkway, Inc., a Delaware corporation
20. Intown Suites Ina Road, Inc., a Delaware corporation
21. Intown Suites Independence Boulevard, Inc., a Delaware corporation

22. Intown Suites Indianapolis North, Inc., a Delaware corporation
23. Intown Suites Jana Lane, Inc., a Delaware corporation
24. Intown Suites Kieth Harrow, Inc., a Delaware corporation
25. Intown Suites Kingston Pike, L.P., a Georgia limited partnership
26. Intown Suites Lee Highway, L.P., a Georgia limited partnership
27. Intown Suites Louisville South, Inc., a Kentucky corporation
28. Intown Suites McDowell Road, Inc., a Delaware corporation
29. Intown Suites Midvale, L.P., a Georgia limited partnership
30. Intown Suites Mills Road, Inc., a Delaware corporation
31. Intown Suites Nashville North, Inc., a Tennessee corporation
32. Intown Suites Newport News, LLC, a Georgia limited liability company
33. Intown Suites O'Hare, L.P., a Georgia limited partnership
34. Intown Suites Orlando North, Inc., a Florida corporation
35. Intown Suites Orlando, Inc., a Florida corporation
36. Intown Suites Perdue Springs, Inc., a Delaware corporation
37. Intown Suites Perrin Road, L.P., a Georgia limited partnership
38. Intown Suites Roosevelt Boulevard, Inc., a Delaware corporation
39. Intown Suites Southpark, LLC, a Georgia limited liability company
40. Intown Suites Stuebner, Inc., a Delaware corporation
41. Intown Suites Trinity Mills, Inc., a Delaware corporation
42. Intown Suites Woods Cross, Inc., a Delaware corporation