

## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

RETURN TO: G. PAQUETTE  
CT CORPORATION SYSTEM  
101 FEDERAL STREET, SUITE 300  
BOSTON, MA 02110

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

#1998-03090 dated 01/29/98

1b. This FINANCING STATEMENT AMENDMENT is  
to be filed [for record] (or recorded) in the  
☒ REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

Candlewood Leasing No. 1, Inc.

OR

6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. TAX ID #: SSN OR EIN

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

To be filed with Alabama Shelby County

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

HPT CW Properties Trust

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

Property: Birmingham, AL (#424) (Shelby County) HPIP.21

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-1064.

No. of Additional Sheets Presented:

This FINANCING STATEMENT is presented to a Filing Office in Birmingham, Alabama, for filing pursuant to the Uniform Commercial Code.

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

Prop. # 424-4 pgs.

Tab #52

Birmingham, AL

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.  
Lakapoint 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

FILED WITH:

4. ASSIGNEE OF SECURED PARTY

(IF ANY)

(Last Name First if a Person)

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 9)

Signature(s) of Secured Party(ies)

(Required only if filed without debtor's Signature — see Box 6)

Candlewood Leasing No. 1, Inc.

By: Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

Type Name of Individual or Business

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

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

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 DESTROY(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



-2-

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 \_\_, 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.