
SPACE ABOVE THIS LINE FOR RECORDER'S USE _____

[Birmingham, Alabama
Property #424]

MEMORANDUM OF TERMINATION OF LEASE

31st THIS MEMORANDUM OF TERMINATION OF LEASE, dated as of this day of December, 2003, by and between HPT CW PROPERTIES TRUST, a Maryland real estate investment trust ("Landlord"), and CANDLEWOOD LEASING NO. 1, INC., a Delaware corporation ("Tenant").

W I T N E S S E T H:

WHEREAS, pursuant to the terms of that certain Lease Agreement, dated as of December 24, 1997, between Landlord and Tenant, as amended and/or restated to date (as so amended and/or restated, the "Lease"), Landlord leases to Tenant and Tenant leases from Landlord certain premises as more particularly described in the Lease including, without limitation, those certain premises as more particularly described on Exhibit A attached hereto (the "Premises");

WHEREAS, in order to provide record notice of the Lease with respect to the Premises, Landlord and Tenant recorded a Memorandum of Lease with the Probate Office of Shelby County, Alabama on January 29, 1998 as Instrument No. 1998-03089;

WHEREAS, Landlord and Tenant are terminating the term of the Lease pursuant to the terms and conditions of that certain Termination Agreement, dated as of the date hereof, among Landlord, Tenant and others, and Landlord and Tenant wish to provide record notice of such termination;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Tenant represents and warrants that Tenant has not assigned the Lease or sublet all or any portion of the Premises or otherwise granted the right to occupy all or any portion of the Premises to any person or entity other than to hotel guests in the ordinary course of business.

2. Effective as of the date hereof, the term of the Lease is terminated.

3. The Declaration of Trust establishing Landlord, a copy of which, together with all amendments thereto (the "Declaration"), is duly filed with the Department of Assessments and Taxation of the State of Maryland, provides that the name "HPT CW Properties Trust" refers to the Trustees under the Declaration collectively as Trustees, but not individually or personally, and no trustee, officer, shareholder, employee or agent of Landlord shall be held to any personal liability, jointly or severally, for any obligation of, or claim against, Landlord. All persons dealing with Landlord, in any way, shall look only to the assets of Landlord for the payment of any sum or the performance of any obligation. The provisions of this section shall survive the closing.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Termination of Lease to be duly executed, as a sealed instrument, as of the date first set forth above.

LANDLORD:

HPT CW PROPERTIES TRUST,
a Maryland real estate investment trust

By: John G. Murray
Name: John G. Murray
Its: President and Chief Operating Officer

TENANT:

CANDLEWOOD LEASING NO. 1, INC.,
a Delaware corporation

By: Tim Johnson
Name: Tim Johnson
Its: Vice President Treasurer

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

December __, 2003

Then personally appeared before me the above-named John G. Murray, being the President and Chief Operating Officer of HPT CW Properties Trust and acknowledged the foregoing to be his free act and deed as authorized by the Board of Trustees.


_____, Notary Public
My Commission Expires:

Linda Ann Mscisz
Notary Public, Commonwealth of Massachusetts
Commission Expires July 31, 2009

~~COMMONWEALTH OF MASSACHUSETTS~~

_____, ss.

December __, 2003

Then personally appeared before me the above-named _____, being the _____ of Candlewood Leasing No. 1, Inc. and acknowledged the foregoing to be his free act and deed as authorized by the Board of Directors.


_____, Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

December ___, 2003

Then personally appeared before me the above-named John G. Murray, being the President and Chief Operating Officer of HPT CW Properties Trust and acknowledged the foregoing to be his free act and deed as authorized by the Board of Trustees.

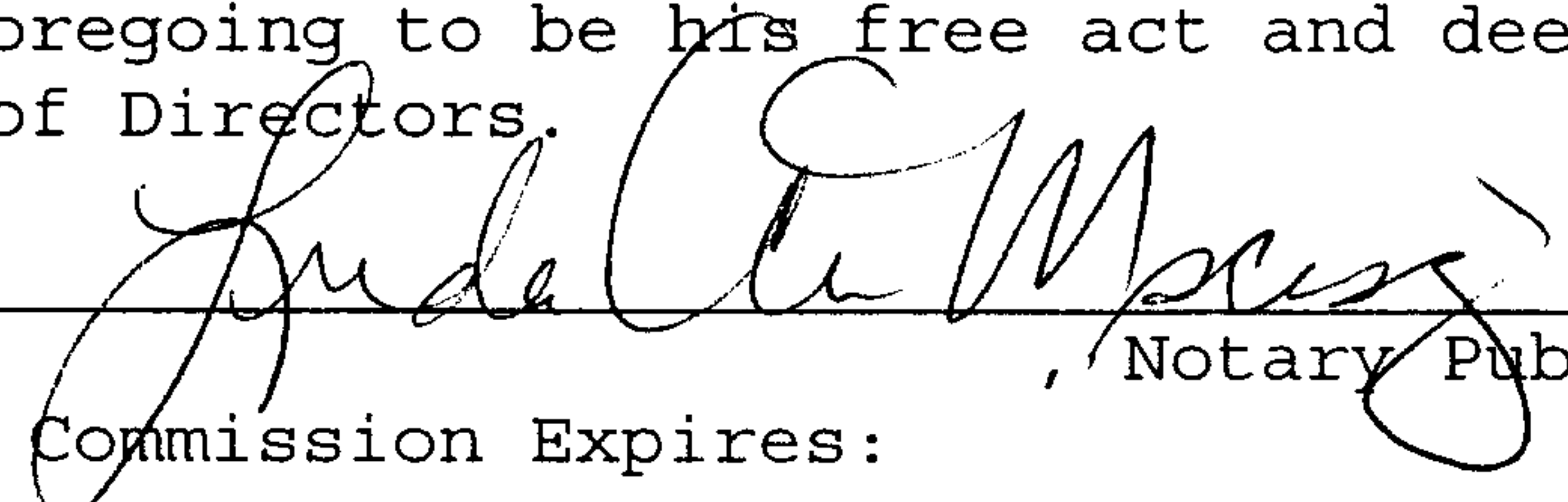
_____, Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

December ___, 2003

Then personally appeared before me the above-named Tim Johnson, being the Vice President of Candlewood Leasing No. 1, Inc. and acknowledged the foregoing to be his free act and deed as authorized by the Board of Directors.


_____, Notary Public
My Commission Expires:

Linda Ann Mscisz
Notary Public, Commonwealth of Massachusetts
Commission Expires July 31, 2009

EXHIBIT A

The Premises

600 Corporate Ridge Drive
Birmingham, AL

[See attached copy.]

EXHIBIT A

Lot 2 D-1, according to a Resurvey of lot 2 D being a resurvey of Lot 2 B, being a resurvey of Lot 2 of Meadow Brook Corporate Park, Phase I, as recorded in Map Book 21 page 92 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

Tax ID# 039 310002019002