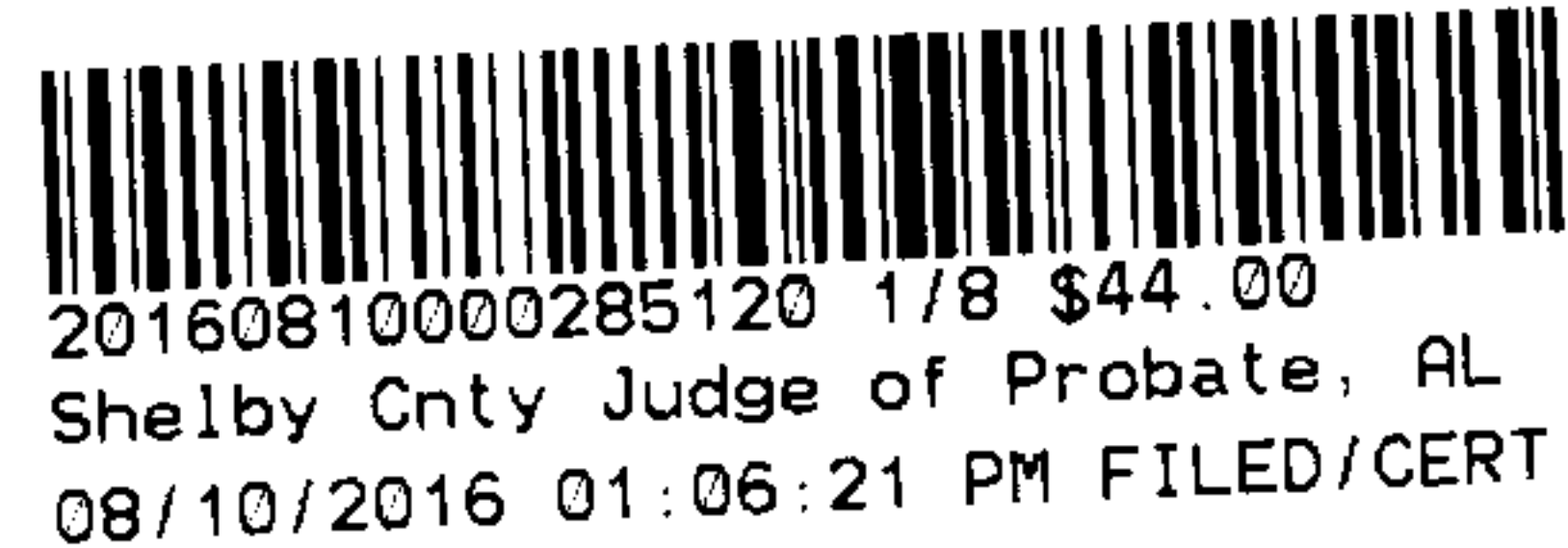


UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Donald Simone, Esq. (212) 309-1074
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div>Hunton & Williams LLP 200 Park Avenue New York, New York 10166</div>



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	1a. ORGANIZATION'S NAME WOODSPRING SUITES BIRMINGHAM SOUTH LLC			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 8621 E 21st Street North, Suite 200		CITY Wichita	STATE KS	POSTAL CODE 67206
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	2a. ORGANIZATION'S NAME			
	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME JPMORGAN CHASE BANK, NATIONAL ASSOCIATION			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 383 Madison Avenue		CITY New York	STATE NY	POSTAL CODE 10179
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

Please see Rider A and Exhibit A attached hereto and forming a part hereof.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA: For recording with Shelby County, Alabama (64226.000583)	

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

WOODSPRING SUITES BIRMINGHAM SOUTH LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX



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10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut

☐ covers as-extracted collateral

☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

Please see Exhibit A attached hereto and forming a part hereof.

17. MISCELLANEOUS:

RIDER A TO UCC-1 FINANCING STATEMENT

All the following property, rights, interests and estates, to the extent now owned, or hereafter acquired by Debtor (collectively, the “**Property**”):

a) Land. The real property described in Exhibit A attached hereto and made a part hereof (the “**Land**”);

b) Additional Land. 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 therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of that certain Mortgage, Assignment of Leases and Rents and Security Agreement dated August 4, 2016 made by Debtor to Secured Party (the “**Security Instrument**”);

c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the “**Improvements**”);

d) Easements. 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 reversion and 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, dower and rights of dower, curtesy and 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;

e) Equipment, Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications elevator fixtures) inventory and goods and articles of personal property and accessions thereof and renewals, replacements thereof and substitutions therefor (including, but not limited to, beds, bureaus, chiffonniers, chests, chairs, desks, lamps, mirrors, bookcases, tables, rugs, carpeting, drapes, draperies, curtains, shades, venetian blinds, screens, paintings, hangings, pictures, divans, couches, luggage carts, luggage racks, stools, sofas, chinaware, linens, pillows, blankets, glassware, silverware, foodcarts, cookware, dry cleaning facilities, dining room wagons, keys or other entry systems, bars, bar fixtures, liquor and other drink dispensers, icemakers, radios, television sets, intercom and paging equipment, electric and electronic equipment, dictating equipment, private telephone systems, medical equipment, potted plants, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, cooling and air-conditioning systems, elevators, escalators, fittings, plants, apparatus, stoves, ranges, refrigerators, laundry machines, tools, machinery, engines, dynamos, motors, boilers, incinerators, switchboards, conduits, compressors, vacuum cleaning systems, floor cleaning, waxing and polishing

equipment, call systems, brackets, electrical signs, bulbs, bells, ash and fuel, conveyors, cabinets, lockers, shelving, spotlighting equipment, dishwashers, garbage disposals, washers and dryers), other customary hotel equipment and other tangible property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements and all security deposits and advance rentals under lease agreements now or at any time hereafter covering or affecting any of the Property and held by or for the benefit of Debtor, all monetary deposits which Debtor has been required to give to any public or private utility with respect to utility services furnished to the Property, all funds, accounts, instruments, documents, general intangibles and notes or chattel paper arising from or by virtue of any transactions related to the Property, all permits, licenses, franchises, certificates and other rights privileges obtained in connection with the Property, all oil, gas and other hydrocarbons and other minerals produced from or allocated to the Property, and all products processed or obtained from the above, the proceeds thereof, and all accounts and general intangibles (excluding the names "Value Place" and "WoodSpring Suites" or any variants thereof, the logos associated with such names or the goodwill associated with such names and/or logos) under which such proceeds may arise and all proceeds thereof (those portions of the foregoing constituting equipment under the Uniform Commercial Code (as defined in the Loan Agreement), the "**Equipment**", those portions of the foregoing constituting personal property under the Uniform Commercial Code, the "**Personal Property**", those portions of the foregoing constituting fixtures under the Uniform Commercial Code, the "**Fixtures**" and all of the foregoing, collectively, the "**Equipment, Fixtures and Personal Property**"), including the right, title and interest of Debtor in and to any of the foregoing which may be subject to any security interests, as defined in the Uniform Commercial Code, and all proceeds and products of all of the above. 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. 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;

f) Reserved.

g) Reserved.

h) Leases and Rents. All leases, subleases, subsubleases, lettings, licenses, rental agreements, registration cards and agreements, 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 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 and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, registration fees and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Property (or any portion thereof), including, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of use and/or occupancy of the Property (or any portion thereof) and/or rendering of services by Debtor or Manager and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code, including, without limitation, all hotel receipts, revenues and credit card receipts collected from guest rooms, restaurants, bars, mini-bars, meeting rooms, banquet rooms and recreational facilities and otherwise, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of possession, use and/or occupancy of the Property (or any portion thereof) and/or rendering of services by Debtor or any operator or manager of the hotel or the commercial space located in the Improvements or acquired from others (including, without limitation, from the rental of any office space, retail space, guest rooms or other space, halls, stores, and offices, and deposits securing reservations of such space), license, lease, sublease and concession fees and rentals, health club membership fees, food and beverage wholesale and retail sales, service charges, vending machine sales (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 Debt;

i) Condemnation Awards. All condemnation awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of any taking or condemnation, 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 Property, all subject to the provisions contained in Article 6 of the Loan Agreement (collectively, the “**Awards**”);

j) Insurance Proceeds. All insurance proceeds in respect of the Property under any insurance policies covering the 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 Property all subject to the provisions contained in Article 6 of the Loan Agreement (collectively, the “**Insurance Proceeds**”);

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

l) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing items set forth in subsections (a) through (k) including, without limitation,

Insurance Proceeds and Awards, into cash or liquidation claims, and, with respect to Insurance Proceeds and Awards, subject to the provisions contained in Article 6 of the Loan Agreement;

m) Rights. The right, in the name and on behalf of Debtor, subject to, and in accordance with the terms of the Loan Documents, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

n) Agreements. 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 respecting or pertaining to 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, subject to and in accordance with the terms and provisions set forth in the Loan Documents, upon the happening of any Event of Default hereunder, to receive and collect any sums payable to Debtor thereunder;

o) Trademarks. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records, tenant or guest lists, advertising materials, telephone exchange numbers identified in such materials and all other general intangibles relating to or used in connection with the operation of the Property; excluding the names "Value Place" and "WoodSpring Suites" or any variants thereof, the logos associated with such names or the goodwill associated with such names and/or logos;

p) Accounts. All (I) reserves, escrows and deposit accounts maintained by or on behalf of Debtor with respect to the Property, including, without limitation, any and all reserve accounts maintained in connection with the Management Agreement, the Loan Agreement, the Lockbox Account and/or the Cash Management Account; together with all deposits or wire transfers made to such accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof and (II) right, title and interest of Debtor arising from the operation of the Land and the Improvements in and to all payments for goods or property sold or leased or for services rendered, whether or not yet earned by performance, and not evidenced by an instrument or chattel paper, (hereinafter referred to as "**Accounts Receivable**") including, without limiting the generality of the foregoing, (A) all accounts, contract rights, book debts, and notes arising from the operation of a hotel on the Land and the Improvements or arising from the sale, lease or exchange of goods or other property and/or the performance of services, (B) Debtor's rights to payment from any consumer credit/charge card organization or entities which sponsor and administer such cards as the American Express Card, the Visa Card and the Mastercard, (C) Debtor's rights in, to and under all purchase orders for goods, services or other property, (D) Debtor's rights to any goods, services or other property represented by any of the foregoing, (E) monies due to or to become due to Debtor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of Debtor) and (F) all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing. Accounts Receivable shall include those now existing or hereafter created,

substitutions therefor, proceeds (whether cash or non-cash, movable or immovable, tangible or intangible) received upon the sale, exchange, transfer, collection or other disposition or substitution thereof and any and all of the foregoing and proceeds therefrom (collectively, the “**Accounts**”);

q) Letter of Credit. All letter-of-credit rights (whether or not the letter of credit is evidenced by a writing) Debtor now has or hereafter acquires relating to the properties, rights, titles and interests referred to in Section 1.1 of the Security Instrument;

r) Tort Claims. All commercial tort claims Debtor now has or hereafter acquires relating to the properties, rights, titles and interests referred to in Section 1.1 of the Security Instrument;

s) Interest Rate Cap Agreement. The Interest Rate Cap Agreement, including, but not limited to, all “accounts”, “chattel paper”, “general intangibles” and “investment property” (as such terms are defined in the Uniform Commercial Code as from time to time in effect) constituting or relating to the foregoing; and all products and proceeds of any of the foregoing; and

t) Other Rights. Any and all other rights of Debtor in and to the items set forth in Subsections (a) through (s) above.

All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Security Instrument.



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EXHIBIT A

(Legal Description)

PARCEL I

Commence at the Southwest corner of said quarter Section and run East along the South line thereof for a distance of 1826.56 feet; thence leaving said South line turn an interior angle to the right of 57°00'07" and run in a Northwesterly direction for a distance of 399.97 feet to a point on the Northernmost right of way of Oak Mountain Park Road (60 ROW) said point being a found 5/8" rebar; thence turn an interior angle to the left of 45°19'42" and run in a Northeasterly direction along said right of way for a distance of 192.27 feet to the POINT OF BEGINNING of the property herein described said point being a found 5/8" rebar; thence turn an exterior angle to the right of 85°19'24" and run in a Northerly direction for a distance of 280.69 feet to a point on the Southernmost right of way of Bishop Circle, said point being a set 5/8" capped rebar stamped CA-60-LS, said point also being on a curve turning to the left, said curve having a radius of 50.00 feet, a central angle of 37°53'41", a chord distance of 32.47 feet, and an interior angle to the left to chord of 144°21'42"; thence run along the arc of said curve and along said right of way for a distance of 33.07 feet to a set 5/8" capped rebar stamped CA-560-LS, said point being the point of beginning of a reverse curve turning to the right, said curve having a radius of 20.00 feet, a central angle of 73°23'54" and a chord distance of 23.90 feet; thence run along the arc of said curve and along said right of way for a distance of 25.62 feet to a 5/8" capped rebar stamped CA-560-LS said point also being the point of tangency of said curve; thence run along a line tangent to said curve and along said right of way for a distance of 238.68 feet to a set 5/8" capped rebar stamped CA-560-LS, said point also being on a curve turning to the right, said curve having a radius of 3599.42 feet, a central angle of 03°37'05", a chord distance of 227.25 feet, and an interior angle to the left to chord of 93°53'53"; thence run along the arc of said curve and along said right of way for a distance of 227.29 feet to a found 5/8" rebar, said point also being on the afore mentioned right of way of Oak Mountain Park Road (I-65 Service Road); thence turn an interior angle to the left from chord of 124°46'38" and run in a Southwesterly direction along said right of way for a distance of 132.51 feet to a found concrete monument; thence turn an interior angle to the left of 145°56'59" and run in a Northwesterly direction along said right of way for a distance of 164.71 feet to a found concrete monument; thence turn an interior angle to the left of 172°00'18" and run in a Westerly direction for a distance of 24.16 feet to the POINT OF BEGINNING.

PARCEL II

All rights, title and interest accruing to the benefit of the insured set forth in that certain Retaining Wall Easement Agreement granted by Newcastle Construction, Inc., an Alabama corporation, as grantor to Value Place Pelham, LLC, a Kansas limited liability company, dated July 9, 2007, recorded July 23, 2007, as Instrument 20070723000343400 in the Probate Office of Shelby County, Alabama.



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Exhibit A-1