

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2015

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number: 001-34693

CHATHAM LODGING TRUST

(Exact Name of Registrant as Specified in Its Charter)

Maryland

(State or Other Jurisdiction of
Incorporation or Organization)

27-1200777

(I.R.S. Employer
Identification No.)

222 Lakeview Avenue, Suite 200

West Palm Beach, Florida

(Address of Principal Executive Offices)

33401

(Zip Code)

(561) 802-4477

(Registrant's Telephone Number, Including Area Code)

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class

Name of Each Exchange on Which Registered

Common Shares of Beneficial Interest, par value \$0.01 per share

New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to the Form 10-K. Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer

Non-accelerated filer (Do not check if a smaller reporting company) Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

The aggregate market value of the 38,306,743 common shares of beneficial interest held by non-affiliates of the registrant was \$1,013,979,487.21 based on the closing sale price on the New York Stock Exchange for such common shares of beneficial interest as of June 30, 2015.

The number of common shares of beneficial interest outstanding as of February 29, 2016 was 38,338,183.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's Definitive Proxy Statement for its 2016 Annual Meeting of Shareholders (to be filed with the Securities and Exchange Commission on or before April 29, 2016) are incorporated by reference into this Annual Report on Form 10-K in response to Part III hereof.

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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This report contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act") and Section 21E of the Securities Exchange Act of 1934 as amended (the "Exchange Act"), and as such may involve known and unknown risks, uncertainties, assumptions and other factors which may cause our actual results, performance or achievements to be materially different from future results, performance or achievements expressed or implied by such forward-looking statements. Forward-looking statements, which are based on certain assumptions and describe our future plans, strategies and expectations, are generally identified by our use of words, such as "intend," "plan," "may," "should," "will," "project," "estimate," "anticipate," "believe," "expect," "continue," "potential," "opportunity," or similar expressions, whether in the negative or affirmative. These forward-looking statements include information about possible or assumed future results of our business, financial condition, liquidity, results of operations, plans and objectives. Statements regarding the following subjects, among others, are forward-looking by their nature:

- our business and investment strategy;
- our forecasted operating results;
- completion of hotel acquisitions;
- our ability to obtain future financing arrangements;
- our expected leverage levels;
- our understanding of our competition;
- market and lodging industry trends and expectations;
- our investment in joint ventures;
- anticipated capital expenditures; and
- our ability to maintain our qualification as a REIT for federal income tax purposes.

The forward-looking statements are based on our beliefs, assumptions and expectations of our future performance, taking into account all information available to us at the time the forward-looking statements are made. These beliefs, assumptions and expectations can change as a result of many possible events or factors, not all of which are known to us. If a change occurs, our business, prospects, financial condition, liquidity and results of operations may vary materially from those expressed in our forward-looking statements. You should carefully consider these risks when you make an investment decision concerning our securities. Additionally, the following factors could cause actual results to vary from our forward-looking statements:

- the factors included in this report, including those set forth under the sections titled "Business," "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" and in other reports that we file with the United States Securities and Exchange Commission, or SEC, or in other documents that we publicly disseminate;
- general volatility of the financial markets and the market price of our securities;
- performance of the lodging industry in general;
- changes in our business or investment strategy;
- availability, terms and deployment of capital;
- availability of and our ability to attract and retain qualified personnel;
- our leverage levels;
- our capital expenditures;
- changes in our industry and the markets in which we operate, interest rates or the general U.S. or international economy;
- our ability to maintain our qualification as a REIT for federal income tax purposes; and
- the degree and nature of our competition.

All forward-looking statements speak only as of the date of this report or, in the case of any document incorporated by reference, the date of that document. All subsequent written and oral forward-looking statements attributable to us or any person acting on our behalf are qualified by the cautionary statements in this section. We undertake no obligation to update or publicly release any revisions to forward-looking statements to reflect events, circumstances or changes in expectations after the date of this report, except as required by law.

PART I**Item 1. Business****Overview**

Chatham Lodging Trust (“we,” “us” or the “Company”) was formed as a Maryland real estate investment trust on October 26, 2009. We elected to be taxed as a real estate investment trust for federal income tax purposes (a “REIT”) commencing with our 2010 taxable year. The Company is internally-managed and was organized to invest primarily in upscale extended-stay and premium-branded select-service hotels.

We had no operations prior to the consummation of our initial public offering (“IPO”) in April 2010. The net proceeds from our share offerings are contributed to Chatham Lodging, L.P., our operating partnership (the “Operating Partnership”), in exchange for partnership interests. Substantially all of the Company’s assets are held by, and all of its operations are conducted through, the Operating Partnership. Chatham Lodging Trust is the sole general partner of the Operating Partnership and owns 100% of the common units of limited partnership interest in the Operating Partnership (“common units”). Certain of the employees of the Company hold vested and unvested long-term incentive plan units in the Operating Partnership (“LTIP Units”), which are presented as non-controlling interests on our consolidated balance sheets.

From its inception through December 31, 2015, the Company has completed the following offerings of its common shares of beneficial interest, \$0.01 par value per share (“common shares”):

Type of Offering ⁽¹⁾	Date	Shares Issued	Price per Share	Gross Proceeds (in thousands)	Net Proceeds (in thousands)
Initial public offering	4/21/2010	8,625,000	\$ 20.00	\$ 172,500	\$ 158,700
Private placement offering ⁽¹⁾	4/21/2010	500,000	20.00	10,000	10,000
Follow-on common share offering	2/8/2011	4,000,000	16.00	64,000	60,300
Over-allotment option	2/8/2011	600,000	16.00	9,600	9,100
Follow-on common share offering	1/14/2013	3,500,000	14.70	51,400	48,400
Over-allotment option	1/31/2013	92,677	14.70	1,400	1,300
Follow-on common share offering	6/18/2013	4,500,000	16.35	73,600	70,000
Over-allotment option	6/28/2013	475,823	16.35	7,800	7,400
Follow-on common share offering	9/30/2013	3,250,000	18.35	59,600	56,700
Over-allotment option	10/11/2013	487,500	18.35	8,900	8,500
Follow-on common share offering	9/24/2014	6,000,000	21.85	131,100	125,600
Over-allotment option	9/24/2014	900,000	21.85	19,700	18,900
Follow-on common share offering	1/27/2015	3,500,000	30.00	105,000	103,300
Over-allotment option	1/27/2015	525,000	30.00	15,750	15,500
		36,956,000		\$ 730,350	\$ 693,700

(1) Excludes any shares issued pursuant to the Company’s ATM Plan or DRSP (each as defined below).

(2) The Company sold 500,000 common shares to Jeffrey H. Fisher, the Company’s Chairman, President and Chief Executive Officer (“Mr. Fisher”) in a private placement concurrent with the closing of its IPO.

In January 2014, the Company established a \$25 million dividend reinvestment and stock purchase plan (“DRSP”). Under the DRSP, shareholders may purchase additional common shares by reinvesting some or all of the cash dividends received on the Company’s common shares. Shareholders may also make optional cash purchases of the Company’s common shares subject to certain limitations detailed in the prospectus for the DRSP. As of December 31, 2015 and 2014, respectively, we had issued 5,595 and 2,083 shares under the DRSP at a weighted average price of \$25.00 and \$24.38 per share, respectively. As of December 31, 2015, there were common shares having a maximum aggregate sales price of approximately \$24.9 million available for issuance under the DRSP.

In January 2014, the Company established an At the Market Equity Offering ("ATM Plan") whereby, from time to time, we may publicly offer and sell up to \$50 million of our common shares by means of ordinary brokers' transactions on the New York Stock Exchange (the "NYSE"), in negotiated transactions or in transactions that are deemed to be "at the market" offerings as defined in Rule 415 under the Securities Act, with Cantor Fitzgerald & Co. ("Cantor") acting as sales agent. On January 13, 2015, the Company entered into a sales agreement with Barclays Capital Inc. ("Barclays") to add Barclays as an additional sales agent under the Company's ATM Plan. As of December 31, 2015 and 2014, respectively, we had issued 880,820 and 880,820 shares under the ATM Plan at a weighted average price of \$23.54 per share in addition to the offerings discussed above. As of December 31, 2015, there were common shares having a maximum aggregate sales price of approximately \$29.3 million available for issuance under the ATM Plan.

As of December 31, 2015, the Company owned 38 hotels with an aggregate of 5,678 rooms located in 15 states and the District of Columbia. As of December 31, 2015, the Company also (i) held a 10.3% noncontrolling interest in a joint venture (the "NewINK JV") with NorthStar Realty Finance Corp. ("NorthStar"), which was formed in the second quarter of 2014 to acquire 47 hotels from a joint venture (the "Innkeepers JV") between the Company and Cerberus Capital Management ("Cerberus"), comprising an aggregate of 6,097 rooms and (ii) held a 10.0% noncontrolling interest in a separate joint venture (the "Inland JV") with NorthStar, which was formed in the fourth quarter of 2014 to acquire 48 hotels from Inland American Real Estate Trust, Inc. ("Inland"), comprising an aggregate of 6,401 rooms. The Company sold its 5.0% noncontrolling interest in a joint venture (the "Torrance JV") with Cerberus that owned the 248-room Residence Inn by Marriott in Torrance, CA on December 30, 2015. We sometimes use the term, "JV's", which refers collectively to, for the period prior to December 31, 2015, the NewINK JV, Inland JV and Torrance JV and, for the period subsequent to December 30, 2015, the NewINK JV and the Inland JV.

To qualify as a REIT, the Company cannot operate its hotels. Therefore, the Operating Partnership and its subsidiaries lease our wholly owned hotels to taxable REIT subsidiary lessees ("TRS Lessees"), which are wholly owned by one of the Company's taxable REIT subsidiary ("TRS") holding companies. The Company indirectly (i) owns its 10.3% interest in 47 of the NewINK JV hotels, (ii) owns its 10% interest in 48 of the Inland JV hotels and (iii) owned its 5% interest in the Torrance JV, which was sold on December 30, 2015, through the Operating Partnership. All of the NewINK JV hotels and Inland JV hotels are and the Torrance JV hotel was leased to TRS Lessees, in which the Company indirectly owns noncontrolling interests through one of its TRS holding companies. Each hotel is leased to a TRS Lessee under a percentage lease that provides for rental payments equal to the greater of (i) a fixed base rent amount or (ii) a percentage rent based on hotel room revenue. The initial term of each of the TRS leases is 5 years. Lease revenue from each TRS Lessee is eliminated in consolidation.

The TRS Lessees have entered into management agreements with third-party management companies that provide day-to-day management for the hotels. As of December 31, 2015, Island Hospitality Management Inc. ("IHM"), which was 51% owned by Mr. Fisher and 45% owned by affiliates of NorthStar Asset Management Group, Inc., managed 36 of the Company's wholly owned hotels and Concord Hospitality Enterprises Company ("Concord") managed two of the Company's wholly owned hotels. As of December 31, 2015, all of the NewINK JV hotels were managed by IHM. As of December 31, 2015, 34 of the Inland JV hotels are managed by IHM and 14 hotels are managed by Marriott International, Inc. ("Marriott"). The Torrance JV hotel was managed by Marriott.

As of December 31, 2015, our wholly owned hotels include upscale extended-stay hotels that operate under the Residence Inn by Marriott® brand (fifteen hotels) and Homewood Suites by Hilton® brand (nine hotels), as well as premium-branded select-service hotels that operate under the Courtyard by Marriott® brand (four hotels), the Hampton Inn or Hampton Inn and Suites by Hilton® brand (three hotels), the Hilton Garden Inn by Hilton® brand (three hotels), the SpringHill Suites by Marriott® brand (two hotels) and the Hyatt Place® brand (two hotels).

We primarily invest in upscale extended-stay hotels such as Homewood Suites by Hilton® and Residence Inn by Marriott®. Upscale extended-stay hotels typically have the following characteristics:

- principal customer base includes business travelers who are on extended assignments and corporate relocations;
- services and amenities include complimentary breakfast and evening hospitality hour, high-speed internet access, in-room movie channels, limited meeting space, daily linen and room cleaning service, 24-hour front desk, guest grocery services, and an on-site maintenance staff; and
- physical facilities include large suites, quality construction, full separate kitchens in each guest suite, quality room furnishings, pool, and exercise facilities.

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We also invest in premium-branded select-service hotels such as Courtyard by Marriott®, Hampton Inn®, Hampton Inn and Suites by Hilton®, Hyatt Place®, Hilton Garden Inn by Hilton® and SpringHill Suites by Marriott®. The service and amenity offerings of these hotels typically include complimentary breakfast or a smaller for pay dining option, high-speed internet access, local calls, in-room movie channels, and daily linen and room cleaning service.

The following sets forth certain information with respect to our 38 wholly-owned hotels at December 31, 2015:

Property	Location	Management Company	Date of Acquisition	Year Opened	Number of Rooms	Purchase Price	Purchase Price per Room	Mortgage Debt Balance
Homewood Suites by Hilton Boston-Billerica/ Bedford/ Burlington	Billerica, Massachusetts	IHM	4/23/2010	1999	147	\$12.5 million	\$ 85,714	\$16.2 million
Homewood Suites by Hilton Minneapolis-Mall of America	Bloomington, Minnesota	IHM	4/23/2010	1998	144	\$18.0 million	\$ 125,000	—
Homewood Suites by Hilton Nashville-Brentwood	Brentwood, Tennessee	IHM	4/23/2010	1998	121	\$11.3 million	\$ 93,388	—
Homewood Suites by Hilton Dallas-Market Center	Dallas, Texas	IHM	4/23/2010	1998	137	\$10.7 million	\$ 78,102	—
Homewood Suites by Hilton Hartford-Farmington	Farmington, Connecticut	IHM	4/23/2010	1999	121	\$11.5 million	\$ 95,041	—
Homewood Suites by Hilton Orlando-Maitland	Maitland, Florida	IHM	4/23/2010	2000	143	\$9.5 million	\$ 66,433	—
Hampton Inn & Suites Houston-Medical Center	Houston, Texas	IHM	7/2/2010	1997	120	\$16.5 million	\$ 137,500	\$18.3 million
Courtyard Altoona	Altoona, Pennsylvania	Concord	8/24/2010	2001	105	\$11.3 million	\$ 107,619	\$6.0 million
Springhill Suites Washington	Washington, Pennsylvania	Concord	8/24/2010	2000	86	\$12.0 million	\$ 139,535	—
Residence Inn Long Island Holtsville	Holtsville, New York	IHM	8/3/2010	2004	124	\$21.3 million	\$ 171,774	—
Residence Inn White Plains	White Plains, New York	IHM	9/23/2010	1982	134	\$21.2 million	\$ 159,398	—
Residence Inn New Rochelle	New Rochelle, New York	IHM	10/5/2010	2000	127	\$21.0 million	\$ 169,355	\$14.5 million
Homewood Suites by Hilton Carlsbad (North San Diego County)	Carlsbad, California	IHM	11/3/2010	2008	145	\$32.0 million	\$ 220,690	\$20.0 million
Residence Inn Garden Grove	Garden Grove, California	IHM	7/14/2011	2003	200	\$43.6 million	\$ 218,000	\$34.0 million
Residence Inn Mission Valley	San Diego, California	IHM	7/14/2011	2003	192	\$52.5 million	\$ 273,438	\$29.6 million
Homewood Suites by Hilton San Antonio River Walk	San Antonio, Texas	IHM	7/14/2011	1996	146	\$32.5 million	\$ 222,603	\$16.9 million
Residence Inn Washington DC	Washington, DC	IHM	7/14/2011	1974	103	\$29.4 million	\$ 280,000	—
Residence Inn Tysons Corner	Vienna, Virginia	IHM	7/14/2011	2001	121	\$37.0 million	\$ 305,785	\$23.1 million
Hampton Inn Portland Downtown	Portland, Maine	IHM	12/27/2012	2011	125	\$28.0 million	\$ 229,508	—
Courtyard Houston	Houston, Texas	IHM	2/5/2013	2010	197	\$34.8 million	\$ 176,395	\$19.1 million
Hyatt Place Pittsburgh North Shore	Pittsburgh, Pennsylvania	IHM	6/17/2013	2010	178	\$40.0 million	\$ 224,719	\$23.3 million
Hampton Inn Exeter	Exeter, New Hampshire	IHM	8/9/2013	2010	111	\$15.2 million	\$ 136,937	—
Hilton Garden Inn Denver Tech	Denver, Colorado	IHM	9/26/2013	1999	180	\$27.9 million	\$ 155,000	—
Residence Inn Bellevue	Bellevue, Washington	IHM	10/31/2013	2008	231	\$71.8 million	\$ 316,883	\$46.9 million
Springhill Suites Savannah	Savannah, Georgia	IHM	12/5/2013	2009	160	\$39.8 million	\$ 248,438	\$30.0 million
Residence Inn Silicon Valley I	Sunnyvale, CA	IHM	6/9/2014	1983	231	\$92.8 million	\$ 401,776	\$64.8 million
Residence Inn Silicon Valley II	Sunnyvale, CA	IHM	6/9/2014	1985	248	\$102.0 million	\$ 411,103	\$70.7 million
Residence Inn San Mateo	San Mateo, CA	IHM	6/9/2014	1985	160	\$72.7 million	\$ 454,097	\$48.6 million
Residence Inn Mountain View	Mountain View, CA	IHM	6/9/2014	1985	112	\$56.4 million	\$ 503,869	\$37.9 million
Hyatt Place Cherry Creek	Glendale, CO	IHM	8/29/2014	1987	194	\$32.0 million	\$ 164,948	—
Courtyard Addison	Addison, TX	IHM	11/17/2014	2000	176	\$24.1 million	\$ 137,178	—
Courtyard West University Houston	Houston, TX	IHM	11/17/2014	2004	100	\$20.1 million	\$ 201,481	—
Residence Inn West University Houston	Houston, TX	IHM	11/17/2014	2004	120	\$29.4 million	\$ 245,363	—
Hilton Garden Inn Burlington	Burlington, MA	IHM	11/17/2014	1975	179	\$33.0 million	\$ 184,392	—
Residence Inn San Diego Gaslamp	San Diego, CA	IHM	2/25/2015	2009	240	\$90.0 million	\$ 375,000	—
Residence Inn Dedham	Dedham, MA	IHM	7/17/2015	2008	81	\$22.0 million	\$ 271,605	—
Residence Inn II Lugano	Fort Lauderdale, FL	IHM	8/17/2015	2013	105	\$33.5 million	\$ 319,048	—
Hilton Garden Inn Marina del Rey	Marina del Rey, CA	IHM	9/17/2015	1998	134	\$45.05 million	\$ 336,194	\$22.5 million
Total					5,678	\$1,314.4 million	\$ 231,489	\$542.3 million

Financial Information About Industry Segments

We evaluate all of our hotels as a single industry segment because all of our hotels have similar economic characteristics and provide similar services to similar types of customers. Accordingly, we do not report segment information.

Business Strategy

Our primary objective is to generate attractive returns for our shareholders through investing in hotel properties (whether wholly owned or through a joint venture) at prices that provide strong returns on invested capital, paying dividends and generating long-term value appreciation. We believe we can create long-term value by pursuing the following strategies:

- *Disciplined acquisition of hotel properties:* We invest primarily in premium-branded upscale extended-stay and select-service hotels with a focus on the 25 largest metropolitan markets in the United States. We focus on acquiring hotel properties at prices below replacement cost in markets that have strong demand generators and where we expect demand growth will outpace new supply. We also seek to acquire properties that we believe are undermanaged or undercapitalized. We currently do not intend to engage in new hotel development.
- *Opportunistic hotel repositioning:* We employ value-added strategies, such as re-branding, renovating, expanding or changing management, when we believe such strategies will increase the operating results and values of the hotels we acquire.
- *Aggressive asset management:* Although as a REIT we cannot operate our hotels, we proactively manage our third-party hotel managers in seeking to maximize hotel operating performance. Our asset management activities seek to ensure that our third-party hotel managers effectively utilize franchise brands' marketing programs, develop effective sales management policies and plans, operate properties efficiently, control costs, and develop operational initiatives for our hotels that increase guest satisfaction. As part of our asset management activities, we regularly review opportunities to reinvest in our hotels to maintain quality, increase long-term value and generate attractive returns on invested capital.
- *Flexible selection of hotel management companies:* We are flexible in our selection of hotel management companies and select managers that we believe will maximize the performance of our hotels. We utilize independent management companies, including IHM, a hotel management company 51% owned by Mr. Fisher and 45% owned by affiliates of NorthStar Asset Management Group, Inc., that currently manages 36 of our wholly owned hotels, all of the hotels owned by the NewINK JV and 34 hotels owned by the Inland JV. We believe this strategy increases the universe of potential acquisition opportunities we can consider because many hotel properties are encumbered by long-term management contracts.
- *Selective investment in hotel debt:* We may consider selectively investing in debt collateralized by hotel property if we believe we can foreclose on or acquire ownership of the underlying hotel property in the relative near term. We do not intend to invest in any debt where we do not expect to gain ownership of the underlying property or to originate any debt financing.

We plan to maintain a prudent capital structure and intend to maintain our leverage over the long term at a ratio of net debt to investment in hotels (at cost) (defined as our initial acquisition price plus the gross amount of any subsequent capital investment and excluding any impairment charges) at a level that will be similar to the level at which we currently operate. A subsequent decrease in hotel property values will not necessarily cause us to repay debt to comply with this target. Our debt coverage ratios currently are favorable and, as a result, we are comfortable in this leverage range and believe we have the capacity and flexibility to take advantage of acquisition opportunities as they arise. At December 31, 2015, our leverage ratio was approximately 41 percent, which decreased from 44 percent at December 31, 2014. Over time, we intend to finance our growth with free cash flow, debt and issuances of common shares and/or preferred shares. Our debt may include mortgage debt collateralized by our hotel properties and unsecured debt.

When purchasing hotel properties, we may issue common units in our Operating Partnership as full or partial consideration to sellers who may desire to take advantage of tax deferral on the sale of a hotel or participate in the potential appreciation in value of our common shares.

Competition

We face competition for investments in hotel properties from institutional pension funds, private equity investors, REITs, hotel companies and others who are engaged in hotel investments. Some of these entities have substantially greater financial and operational resources than we have or may be willing to use higher leverage. This competition may increase the bargaining power of property owners seeking to sell, reduce the number of suitable investment opportunities available to us and increase the cost of acquiring our targeted hotel properties.

The lodging industry is highly competitive. Our hotels compete with other hotels for guests in each market in which they operate. Competitive advantage is based on a number of factors, including location, convenience, brand affiliation, room rates, range of services and guest amenities or accommodations offered and quality of customer service. Competition is often specific to the individual markets in which our hotels are located and includes competition from existing and new hotels. Competition could adversely affect our occupancy rates, our average daily rates ("ADR") and revenue per available room ("RevPAR"), and may require us to provide additional amenities or make capital improvements that we otherwise would not have to make, which may reduce our profitability.

Seasonality

Demand for our hotels is affected by recurring seasonal patterns. Generally, we expect that we will have lower revenue, operating income and cash flow in the first and fourth quarters and higher revenue, operating income and cash flow in the second and third quarters. These general trends are, however, influenced by overall economic cycles and the geographic locations of our hotels. To the extent that cash flow from operations is insufficient during any quarter, due to temporary or seasonal fluctuations in revenue, we expect to utilize cash on hand or borrowings under our credit facility to pay expenses, debt service or to make distributions to our equity holders.

Regulation

Our properties are subject to various covenants, laws, ordinances and regulations, including regulations relating to common areas and fire and safety requirements. We believe each of our hotels has the necessary permits and approvals to operate its business, and each is adequately covered by insurance.

Americans with Disabilities Act

Our properties must comply with Title III of the Americans with Disabilities Act of 1990 ("ADA") to the extent that such properties are "public accommodations" as defined by the ADA. Under the ADA, all public accommodations must meet federal requirements related to access and use by disabled persons. The ADA may require removal of structural barriers to access by persons with disabilities in certain public areas of our properties where such removal is readily achievable. Although we believe that the properties in which we own interests (including the properties owned by the JV's) substantially comply with present requirements of the ADA, we have not conducted a comprehensive audit or investigation of all of these properties to determine compliance, and one or more properties may not be fully compliant with the ADA.

In March 2012, a substantial number of changes to the Accessibility Guidelines under the ADA took effect. The new guidelines caused us to renovate some of our hotel properties and to incur costs to become fully compliant.

If we or any of our joint ventures are required to make substantial modifications to our wholly owned or joint venture hotel properties, whether to comply with the ADA or other changes in governmental rules and regulations, our financial condition, results of operations, the market price of our common shares and our ability to make distributions to our shareholders could be adversely affected. The obligation to make readily achievable accommodations is an ongoing one, and we will continue to assess our properties and to make alterations as appropriate.

Environmental Regulations

Under various federal, state and local laws, ordinances and regulations, an owner of real property may be liable for the costs of removal or remediation of certain hazardous or toxic substances on or in such property. Such laws often impose such liability without regard to whether the owner knew of or was responsible for, the presence of such hazardous or toxic substances. The cost of any required remediation and the owner's liability therefore as to any property are generally not limited under such laws and could exceed the value of the property and/or the aggregate assets of the owner. The presence of such substances, or the failure to properly remediate contamination from such substances, may adversely affect the owner's ability to sell the real estate or to borrow funds using such property as collateral, which could have an adverse effect on our return from such investment.

Furthermore, various court decisions have established that third parties may recover damages for injury caused by release of hazardous substances and for property contamination. For instance, a person exposed to asbestos while working at or staying in a hotel may seek to recover damages if he or she suffers injury from the asbestos. Lastly, some of these environmental issues restrict the use of a property or place conditions on various activities. One example is laws that require a business using chemicals to manage them carefully and to notify local officials if regulated spills occur.

Although it is our policy to require an acceptable Phase I environmental survey for all real property in which we invest prior to our investment, such surveys are limited in scope. As a result, there can be no assurance that a Phase I environmental survey will uncover any or all hazardous or toxic substances on a property prior to our investment in that property. We cannot assure you that:

- there are not existing environmental liabilities related to our properties of which we are not aware;
- future laws, ordinances or regulations will not impose material environmental liability; or
- the current environmental condition of a hotel will not be affected by the condition of properties in the vicinity of the hotel (such as the presence of leaking underground storage tanks) or by third parties unrelated to us.

Tax Status

We elected to be taxed as a REIT for federal income tax purposes commencing with our short taxable year ended December 31, 2010 under the Internal Revenue Code of 1986, as amended (the "Code"). Our qualification as a REIT depends upon our ability to meet, on a continuing basis, through actual investment and operating results, various complex requirements under the Code relating to, among other things, the sources of our gross income, the composition and values of our assets, our distribution levels and the diversity of ownership of our shares of beneficial interest. We believe that we are organized in conformity with the requirements for qualification as a REIT under the Code and that our current and intended manner of operation will enable us to meet the requirements for qualification and taxation as a REIT for federal income tax purposes.

As a REIT, we generally will not be subject to federal income tax on our REIT taxable income that we distribute currently to our shareholders. Under the Code, REITs are subject to numerous organizational and operational requirements, including a requirement that they distribute each year at least 90% of their taxable income, determined without regard to the deduction for dividends paid and excluding any net capital gains. If we fail to qualify for taxation as a REIT in any taxable year and do not qualify for certain statutory relief provisions, our income for that year will be taxed at regular corporate rates, and we will be disqualified from taxation as a REIT for the four taxable years following the year during which we ceased to qualify as a REIT. Even if we qualify as a REIT for federal income tax purposes, we may still be subject to state and local taxes on our income and assets and to federal income and excise taxes on our undistributed income. Additionally, any income earned by our TRS Lessees will be fully subject to federal, state and local corporate income tax.

Hotel Management Agreements

The management agreements with Concord have an initial ten-year term that expire on February 28, 2017 and will renew automatically for successive one-year terms unless terminated by the TRS Lessee or the manager by written notice to the other party no later than 90 days prior to the then current term's expiration date. The management agreements may be terminated for cause, including the failure of the managed hotel to meet specified operating performance levels. If the Company were to terminate the management agreements during the first nine years of the term, other than for breach or default by the manager, the Company would be responsible for paying termination fees to the manager. Base management fees under the management agreements with Concord are calculated as a percentage of the hotel's gross room revenue.

The management agreements with IHM have an initial term of five years and will automatically renew for two successive five-year periods unless IHM provides written notice no later than 90 days prior to the then current term's expiration date of their intent not to renew. The IHM management agreements provide for early termination at the Company's option upon sale of any IHM-managed hotel for no termination fee, with six months advance notice. The IHM management agreements may be terminated for cause, including the failure of the managed hotel to meet specified performance levels. Base management fees are calculated as a percentage of the hotel's gross room revenue. If certain financial thresholds are met or exceeded, an incentive management fee is calculated as 10% of the hotel's net operating income less fixed costs, base management fees and a specified return threshold. The incentive management fee is capped at 1% of gross hotel revenues for the applicable calculation.

Terms of our management agreements for our 38 wholly owned hotels are as follows (dollars are not in thousands):

Property	Management Company	Base Management Fee	Monthly Accounting Fee	Monthly Revenue Management Fee	Incentive Management Fee Cap
Courtyard Altoona	Concord	4.0%	\$ 1,211	\$ —	—
Springhill Suites Washington	Concord	4.0%	991	—	—
Homewood Suites by Hilton Boston-Billerica/ Bedford/ Burlington	IHM	2.0%	1,000	550	1.0%
Homewood Suites by Hilton Minneapolis-Mall of America	IHM	2.0%	1,000	550	1.0%
Homewood Suites by Hilton Nashville-Brentwood	IHM	2.0%	1,000	550	1.0%
Homewood Suites by Hilton Dallas-Market Center	IHM	2.0%	1,000	550	1.0%
Homewood Suites by Hilton Hartford-Farmington	IHM	2.0%	1,000	550	1.0%
Homewood Suites by Hilton Orlando-Maitland	IHM	2.0%	1,000	550	1.0%
Homewood Suites by Hilton Carlsbad (North San Diego County)	IHM	3.0%	1,000	—	1.0%
Hampton Inn & Suites Houston-Medical Center	IHM	3.0%	1,000	—	1.0%
Residence Inn Long Island Holtsville	IHM	3.0%	1,000	—	1.0%
Residence Inn White Plains	IHM	3.0%	1,000	—	1.0%
Residence Inn New Rochelle	IHM	3.0%	1,000	—	1.0%
Residence Inn Garden Grove	IHM	2.5%	1,000	—	1.0%
Residence Inn Mission Valley	IHM	2.5%	1,000	—	1.0%
Homewood Suites by Hilton San Antonio River Walk	IHM	2.5%	1,000	—	1.0%
Residence Inn Washington DC	IHM	2.5%	1,000	—	1.0%
Residence Inn Tysons Corner	IHM	2.5%	1,000	—	1.0%
Hampton Inn Portland Downtown	IHM	3.0%	1,000	550	1.0%
Courtyard Houston	IHM	3.0%	1,000	550	1.0%
Hyatt Place Pittsburgh North Shore	IHM	3.0%	1,500	1,000	1.0%
Hampton Inn Exeter	IHM	3.0%	1,200	1,000	1.0%
Hilton Garden Inn Denver Tech	IHM	3.0%	1,500	1,000	1.0%
Residence Inn Bellevue	IHM	3.0%	1,200	1,000	1.0%
Springhill Suites Savannah	IHM	3.0%	1,200	1,000	1.0%
Residence Inn Silicon Valley I	IHM	3.0%	1,200	1,000	1.0%
Residence Inn Silicon Valley II	IHM	3.0%	1,200	1,000	1.0%
Residence Inn San Mateo	IHM	3.0%	1,200	1,000	1.0%
Residence Inn Mountain View	IHM	3.0%	1,200	1,000	1.0%
Hyatt Place Cherry Creek	IHM	3.0%	1,500	1,000	1.0%
Courtyard Addison	IHM	3.0%	1,500	1,000	1.0%
Courtyard West University Houston	IHM	3.0%	1,500	1,000	1.0%
Residence Inn West University Houston	IHM	3.0%	1,200	1,000	1.0%
Hilton Garden Inn Burlington	IHM	3.0%	1,500	1,000	1.0%
Residence Inn San Diego Gaslamp	IHM	3.0%	1,500	1,000	1.0%
Hilton Garden Inn Marina del Rey	IHM	3.0%	1,500	1,000	1.0%
Residence Inn Dedham	IHM	3.0%	1,200	1,000	1.0%
Residence Inn Il Lugano	IHM	3.0%	1,500	1,000	1.0%

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Management fees totaled approximately \$8.7 million, \$6.1 million and \$3.8 million, respectively, for the years ended December 31, 2015, 2014 and 2013. Incentive management fees paid to IHM for the years ended December 31, 2015, 2014 and 2013 were \$0.3 million, \$0.2 million and \$0.1 million, respectively. There have been no incentive management fees paid to Concord.

Hotel Franchise Agreements

The fees associated with the franchise agreements are calculated on the specified percentage of the hotel's gross room revenue. Terms of the Company's franchise agreements for its 38 wholly owned hotels as of December 31, 2015 are as follows:

Property	Franchise Company	Franchise/Royalty Fee	Marketing/Program Fee	Expiration
Homewood Suites by Hilton Boston-Billerica/ Bedford/ Burlington	Promus Hotels, Inc.	4.0%	4.0%	2025
Homewood Suites by Hilton Minneapolis-Mall of America	Promus Hotels, Inc.	4.0%	4.0%	2025
Homewood Suites by Hilton Nashville-Brentwood	Promus Hotels, Inc.	4.0%	4.0%	2025
Homewood Suites by Hilton Dallas-Market Center	Promus Hotels, Inc.	4.0%	4.0%	2025
Homewood Suites by Hilton Hartford-Farmington	Promus Hotels, Inc.	4.0%	4.0%	2025
Homewood Suites by Hilton Orlando-Maitland	Promus Hotels, Inc.	4.0%	4.0%	2025
Homewood Suites by Hilton Carlsbad (North San Diego County)	Promus Hotels, Inc.	4.0%	4.0%	2028
Hampton Inn & Suites Houston-Medical Center	Hampton Inns Franchise LLC	5.0%	4.0%	2020
Courtyard Altoona	Marriott International, Inc.	5.5%	2.0%	2030
Springhill Suites Washington	Marriott International, Inc.	5.0%	2.5%	2030
Residence Inn Long Island Holtsville	Marriott International, Inc.	5.5%	2.5%	2025
Residence Inn White Plains	Marriott International, Inc.	5.5%	2.5%	2030
Residence Inn New Rochelle	Marriott International, Inc.	5.5%	2.5%	2030
Residence Inn Garden Grove	Marriott International, Inc.	5.0%	2.5%	2031
Residence Inn Mission Valley	Marriott International, Inc.	5.0%	2.5%	2031
Homewood Suites by Hilton San Antonio River Walk	Promus Hotels, Inc.	4.0%	4.0%	2026
Residence Inn Washington DC	Marriott International, Inc.	5.5%	2.5%	2033
Residence Inn Tysons Corner	Marriott International, Inc.	5.0%	2.5%	2031
Hampton Inn Portland Downtown	Hampton Inns Franchise LLC	6.0%	4.0%	2032
Courtyard Houston	Marriott International, Inc.	5.5%	2.0%	2030
Hyatt Place Pittsburgh North Shore	Hyatt Hotels, LLC	5.0%	3.5%	2030
Hampton Inn Exeter	Hampton Inns Franchise LLC	6.0%	4.0%	2031
Hilton Garden Inn Denver Tech	Hilton Garden Inns Franchise LLC	5.5%	4.3%	2028
Residence Inn Bellevue	Marriott International, Inc.	5.5%	2.5%	2033
Springhill Suites Savannah	Marriott International, Inc.	5.0%	2.5%	2033
Residence Inn Silicon Valley I	Marriott International, Inc.	5.5%	2.5%	2029
Residence Inn Silicon Valley II	Marriott International, Inc.	5.5%	2.5%	2029
Residence Inn San Mateo	Marriott International, Inc.	5.5%	2.5%	2029
Residence Inn Mountain View	Marriott International, Inc.	5.5%	2.5%	2029
Hyatt Place Cherry Creek	Hyatt Hotels, LLC	3% to 5%	3.5%	2034
Courtyard Addison	Marriott International, Inc.	5.5%	2.0%	2029
Courtyard West University Houston	Marriott International, Inc.	5.5%	2.0%	2029
Residence Inn West University Houston	Marriott International, Inc.	6.0%	2.0%	2024
Hilton Garden Inn Burlington	Hilton Garden Inns Franchise LLC	5.5%	4.3%	2029
Residence Inn San Diego Gaslamp	Marriott International, Inc.	6.0%	2.5%	2035
Hilton Garden Inn Marina del Rey	Hilton Franchise Holding LLC	3% to 5.5%	4.3%	2030
Residence Inn Dedham	Marriott International, Inc.	6%	2.5%	2030
Residence Inn Il Lugano	Marriott International, Inc.	3% to 6.0%	2.5%	2045

Franchise and marketing/program fees totaled approximately \$21.2 million, \$15.1 million \$9.4 million, respectively, for the years ended December 31, 2015, 2014 and 2013.

Ground Leases

The Courtyard Altoona hotel is subject to a ground lease with an expiration date of April 30, 2029 with an extension option by the Company of up to 12 additional terms of five years each. Monthly payments are determined by the quarterly average room occupancy of the hotel. Rent is equal to approximately \$8,000 per month when monthly occupancy is less than 85% and can increase up to approximately \$20,000 per month if occupancy is 100%, with minimum rent increased by two and one-half percent (2.5%) on an annual basis.

The Residence Inn San Diego Gaslamp hotel is subject to a ground lease with an expiration of January 31, 2065 with extension options of up to 3 additional terms of ten years each. Monthly payments are currently \$40,000 per month and increase 10% every 5 years. The hotel is subject to supplemental rent payments annually calculated as 5% of gross revenues during the applicable lease year minus 12 times the monthly base rent scheduled for the lease year.

The Residence Inn New Rochelle hotel, is subject to an air rights lease and a garage lease, each of which expires on December 1, 2104. The lease agreements with the City of New Rochelle cover the space above the parking garage that is occupied by the hotel as well as 128 parking spaces in a parking garage that is attached to the hotel. The annual base rent for the garage lease is the hotel's proportionate share of the city's adopted budget for the operations, management and maintenance of the garage and established reserves to fund for the cost of capital repairs. Aggregate rent for 2015 under these leases amounted to approximately \$31,000 per quarter.

The Hilton Garden Inn Marina del Rey hotel is subject to a ground lease with an expiration of December 31, 2067. Minimum monthly payments are currently \$43,000 per month and a percentage rent payment less the minimum rent is due in arrears equal to 5% to 25% of gross income based on the type of income.

The Residence Inn Il Lugano hotel land is owned by the Company and is the lessee to an adjacent dock subject to a renewable submerged land lease with an expiration of April 1, 2016. Renewal of the lease is at the sole option of the lessor. In the event the Company is in full compliance with the terms of the lease, the lessor is required to begin the renewal process. The annual lease payment is \$2,000.

The Company entered into a new corporate office lease in September 2015. The lease is for a term of 11 years and includes a 12-month rent abatement period and certain tenant improvement allowances. The Company has an option to renew the lease for up to two successive terms of five years each. The Company shares the space with related parties and will be reimbursed for the pro-rata share of rentable space occupied by the related parties.

Future minimum rental payments under the terms of all non-cancellable operating ground leases and the office lease under which the Company is the lessee are expensed on a straight-line basis regardless of when payments are due. The following is a schedule of the minimum future payments required under the ground, air rights, submerged land and garage leases and office lease as of December 31, 2015 and for each of the next four calendar years and thereafter (dollars in thousands):

	Other Leases ⁽¹⁾	Office Lease
	Amount	
2016	\$ 1,213	\$ 231
2017	1,215	745
2018	1,217	772
2019	1,220	792
2020	1,267	812
Thereafter	70,727	4,995
Total	\$ 76,859	\$ 8,347

(1) Includes minimum future payments due under ground, air rights, submerged land and garage leases.

Employees

As of February 29, 2016, we had 47 employees, 39 of which are shared with or allocated to the NewINK JV, Inland JV and an entity which is 2.5% owned by Mr. Fisher. All persons employed in the day-to-day operations of our hotels are employees of the management companies engaged by our TRS Lessees to operate such hotels. None of our employees is represented by a collective bargaining agreement, however, certain employees of IHM are represented under a collective bargaining agreement.

Available Information

Our Internet website is www.chathamlodgingtrust.com. We make available free of charge through our website our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, Section 16 reports on Forms 3, 4 and 5 and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act as soon as reasonably practicable after such documents are electronically filed with, or furnished to, the SEC. In addition, our website includes corporate governance information, including the charters for committees of our Board of Trustees, our Corporate Governance Guidelines, Conflict of Interest Policy and our Code of Business Conduct. This information is available in print to any shareholder who requests it by writing to Investor Relations, Chatham Lodging Trust, 222 Lakeview Avenue, Suite 200, West Palm Beach, FL 33401. The information on our website is not, and shall not be deemed to be, a part of this report or incorporated into any other filings that we make with the SEC.

Item 1A. Risk Factors

Our business faces many risks. The risks described below may not be the only risks we face. Additional risks that we do not yet know of or that we currently believe are immaterial may also impair our business operations. If any of the events or circumstances described in the following risk factors actually occurs, our business, financial condition or results of operations could suffer, our ability to make cash distributions to our shareholders could be impaired and the trading price of our common shares could decline. You should know that many of the risks described may apply to more than just the subsection in which we grouped them for the purpose of this presentation.

Risks Related to Our Business

Our investment policies are subject to revision from time to time at our Board of Trustees' discretion, which could diminish shareholder returns below expectations.

Our investment policies may be amended or revised from time to time at the discretion of our Board of Trustees, without a vote of our shareholders. Such discretion could result in investments that may not yield returns consistent with investors' expectations.

We depend on the efforts and expertise of our key executive officers whose continued service is not guaranteed.

We depend on the efforts and expertise of our chief executive officer, as well as our other senior executives, to execute our business strategy. The loss of their services, and our inability to find suitable replacements, could have an adverse effect on our business.

If we are unable to successfully manage our growth, our operating results and financial condition could be adversely affected.

Our ability to grow our business depends upon our senior executive officers' business contacts and their ability to successfully hire, train, supervise and manage additional personnel. We may not be able to hire and train sufficient personnel or develop management, information and operating systems suitable for our expected growth. If we are unable to manage any future growth effectively, our operating results and financial condition could be adversely affected.

Our future growth depends on obtaining new financing and if we cannot secure financing in the future, our growth will be limited.

The success of our growth strategy depends on access to capital through use of excess cash flow, borrowings or subsequent issuances of common shares or other securities. Acquisitions of new hotel properties will require significant additional capital and existing hotels (including those owned through joint ventures) require periodic capital improvement initiatives to remain competitive. We may not be able to fund acquisitions or capital improvements solely from cash provided from our operating activities because we must distribute at least 90% of our REIT taxable income (determined before the deduction for dividends paid and excluding any net capital gains) each year to satisfy the requirements for qualification as a REIT for federal income tax purposes. As a result, our ability to fund capital expenditures for acquisitions through retained earnings is very limited. Our ability to grow through acquisitions of hotels will be limited if we cannot obtain satisfactory debt or equity financing, which will depend on capital markets conditions. We cannot assure you that we will be able to obtain additional equity or debt financing or that we will be able to obtain such financing on favorable terms.

We may be unable to invest proceeds from offerings of our securities.

We will have broad authority to invest the net proceeds of any offering of our securities in any real estate investments that we may identify in the future, and we may use those proceeds to make investments with which you may not agree. In addition, our investment policies may be amended or revised from time to time at the discretion of our Board of Trustees, without a vote of our shareholders. These factors will increase the uncertainty, and thus the risk, of investing in our common shares. Our failure to apply the net proceeds of any offering effectively or to find suitable hotel properties to acquire in a timely manner or on acceptable terms could result in returns that are substantially below expectations or result in losses.

Until appropriate investments can be identified, we may invest the net proceeds of any offering of our securities in interest-bearing short-term securities or money-market accounts that are consistent with our intention to qualify as a REIT. These investments are expected to provide a lower net return than we seek to achieve from our hotel properties. We may be unable to invest the net proceeds on acceptable terms, or at all, which could delay shareholders from receiving an appropriate return on their investment. We cannot assure you that we will be able to identify properties that meet our investment criteria, that we will successfully consummate any investment opportunities we identify, or that investments we may make will generate income or cash flow.

We must rely on third-party management companies to operate our hotels in order to qualify as a REIT under the Code and, as a result, we have less control than if we were operating the hotels directly.

In order for us to qualify as a REIT under the Code, third parties must operate our hotels. We lease each of our hotels to our TRS Lessees. Our TRS Lessees, in turn, have entered into management agreements with third party management companies to operate our hotels. While we expect to have some input on operating decisions for those hotels leased by our TRS Lessees and operated under management agreements, we have less control than if we were managing the hotels ourselves. Even if we believe that our hotels are not being operated efficiently, we may not be able to require an operator to change the way it operates our hotels. If this is the case, we may decide to terminate the management agreement and potentially incur costs associated with the termination. Additionally, Mr. Fisher, our chief executive officer, controls IHM, a hotel management company that manages 36 of our hotels, all of the 47 hotels owned by the NewINK JV, and 34 of the hotels owned by the Inland JV, and may manage additional hotels that we acquire in the future. See "There are conflicts of interest between us and affiliates owned by our Chief Executive Officer" below.

Our management agreements could adversely affect the sale or financing of hotel properties and, as a result, our operating results and ability to make distributions to our shareholders could suffer.

While we would prefer to enter into flexible management contracts that will provide us with the ability to replace hotel managers on relatively short notice and with limited cost, we may enter into, or acquire properties subject to, management contracts that contain more restrictive covenants. For example, the terms of some management agreements may restrict our ability to sell a property unless the purchaser is not a competitor of the manager and assumes the related management agreement and meets specified other conditions. Also, the terms of a long-term management agreement encumbering our properties may reduce the value of the property. If we enter into or acquire properties subject to any such management agreements, we may be precluded from taking actions that would otherwise be in our best interest or could cause us to incur substantial expense, which could adversely affect our operating results and our ability to make distributions to shareholders. Moreover, the management agreements that we use in connection with hotels managed by IHM were not negotiated on an arm's-length basis due to Mr. Fisher's control of IHM and therefore may not contain terms as favorable to us as we could obtain in an arm's-length transaction with a third party. See "There are conflicts of interest between us and affiliates owned by our Chief Executive Officer" below.

The management of the hotels in our portfolio is currently concentrated in one hotel management company.

As of December 31, 2015, IHM managed 36 of our 38 wholly owned hotels, as well as all of the 47 hotels owned by the NewINK JV and 34 of the 48 hotels owned by the Inland JV. As a result, a substantial portion of our revenues is generated by hotels managed by IHM. This significant concentration of operational risk in one hotel management company makes us more vulnerable economically than if our hotel management was more diversified among several hotel management companies. Any adverse developments in IHM's business and affairs, financial strength or ability to operate our hotels efficiently and effectively could have a material adverse effect on our business, financial condition, results of operations and our ability to make distributions to our shareholders. We cannot provide assurance that IHM will satisfy its obligations to us or effectively and efficiently operate our hotel properties.

Our franchisors could cause us to expend additional funds on upgraded operating standards, which may reduce cash available for distribution to shareholders.

Our hotels operate under franchise agreements, and we may become subject to the risks that are found in concentrating our hotel properties in one or several franchise brands. Our hotel operators must comply with operating standards and terms and conditions imposed by the franchisors of the hotel brands under which our hotels operate. Pursuant to certain of the franchise agreements, certain upgrades are required approximately every six years, and the franchisors may also impose upgraded or new brand standards, such as substantially upgrading the bedding, enhancing the complimentary breakfast or increasing the value of guest awards under its 'frequent guest' program, which can add substantial expense for the hotel. The franchisors also may require us to make certain capital improvements to maintain the hotel in accordance with system standards, the cost of which can be substantial and may reduce cash available for distribution to our shareholders.

Our franchisors may cancel or fail to renew our existing franchise licenses, which could adversely affect our operating results and our ability to make distributions to shareholders.

Our franchisors periodically inspect our hotels to confirm adherence to the franchisors' operating standards. The failure of a hotel to maintain standards could result in the loss or cancellation of a franchise license. We rely on our hotel managers to conform to operational standards. In addition, when the term of a franchise license expires, the franchisor has no obligation to issue a new franchise license. The loss of a franchise license could have a material adverse effect on the operations or the underlying value of the affected hotel because of the loss of associated name recognition, marketing support and centralized reservation systems provided by the franchisor. The loss of a franchise license or adverse developments with respect to a franchise brand under which our hotels operate could also have a material adverse effect on our financial condition, results of operations and cash available for distribution to shareholders.

Fluctuations in our financial performance, capital expenditure requirements and excess cash flow could adversely affect our ability to make and maintain distributions to our shareholders.

As a REIT, we are required to distribute at least 90% of our REIT taxable income each year to our shareholders (determined before the deduction for dividends paid and excluding any net capital gains). In the event of downturns in our operating results and financial performance or unanticipated capital improvements to our hotels (including capital improvements that may be required by franchisors or joint venture partners), we may be unable to declare or pay distributions to our shareholders, or maintain our then-current dividend rate. The timing and amount of distributions are in the sole discretion of our Board of Trustees, which considers, among other factors, our financial performance, debt service obligations and applicable debt covenants (if any), and capital expenditure requirements. We cannot assure you we will generate sufficient cash in order to continue to fund distributions.

Among the factors which could adversely affect our results of operations and distributions to shareholders are reductions in hotel revenues; increases in operating expenses at the hotels leased to our TRS Lessees; increased debt service requirements, including those resulting from higher interest rates on variable rate indebtedness; cash demands from the joint ventures and capital expenditures at our hotels, including capital expenditures required by the franchisors of our hotels, and unknown liabilities, such as environmental claims. Hotel revenue can decrease for a number of reasons, including increased competition from new hotels and decreased demand for hotel rooms. These factors can reduce both occupancy and room rates at hotels and could directly affect us negatively by:

- reducing the hotel revenue that we recognize with respect to hotels leased to our TRS Lessees; and
- correspondingly reducing the profits (or increasing the loss) of hotels leased to our TRS Lessees. We may be unable to reduce many of our expenses in tandem with revenue declines, (or we may choose not to reduce them for competitive reasons), and certain expenses may increase while our revenue declines.

Future debt service obligations could adversely affect our overall operating results or cash flow and may require us to liquidate our properties, which could adversely affect our ability to make distributions to our shareholders and our share price.

We plan to maintain a prudent capital structure and intend to maintain our leverage over the long term at a ratio of net debt to investment in hotels (at cost) (defined as our initial acquisition price plus the gross amount of any subsequent capital investment and excluding any impairment charges) at a level that will be similar to the level at which we currently operate. A subsequent decrease in hotel property values will not necessarily cause us to repay debt to comply with this limitation. Our debt coverage ratios currently are favorable and, as a result, we are comfortable at this leverage ratio and believe we have the capacity and flexibility to take advantage of acquisition opportunities as they arise. As a result, we may be able to incur substantial additional debt, including secured debt, in the future. Incurring additional debt could subject us to many risks, including the risks that:

- operating cash flow will be insufficient to make required payments of expenses, principal and interest;
- our leverage may increase our vulnerability to adverse economic and industry conditions;
- we may be required to dedicate a substantial portion of our cash flow from operations to payments on our debt, thereby reducing cash available for distribution to our shareholders, funds available for operations and capital expenditures, future business opportunities or other purposes;
- the terms of any refinancing will not be as favorable as the terms of the debt being refinanced; and
- the terms of our debt may limit our ability to make distributions to our shareholders.

If we violate covenants in our debt agreements, we could be required to repay all or a portion of our indebtedness before maturity at a time when we might be unable to arrange financing for such repayment on attractive terms, if at all.

If we are unable to repay our debt obligations in the future, we may be forced to refinance debt or dispose of or encumber our assets, which could adversely affect distributions to shareholders.

If we do not have sufficient funds to repay our outstanding debt at maturity or before maturity in the event we breach our debt agreements and our lenders exercise their right to accelerate repayment, we may be required to refinance the debt through additional debt or additional equity financings. Covenants applicable to our existing and future debt could impair our planned investment strategy and, if violated, result in a default. If we are unable to refinance our debt on acceptable terms, we may be forced to dispose of hotel properties on disadvantageous terms, potentially resulting in losses. We have placed mortgages on certain of our hotel properties, have assumed mortgages on other hotels we acquired and may place additional mortgages on certain of our hotels to secure other debt. To the extent we cannot meet any future debt service obligations, we will risk losing some or all of our hotel properties that are pledged to secure our obligations to foreclosure.

Interest expense on our debt may limit our cash available to fund our growth strategies and shareholder distributions.

Higher interest rates could increase debt service requirements on debt under our credit facility and any floating rate debt that we incur in the future and could reduce the amounts available for distribution to our shareholders, as well as reduce funds available for our operations, future business opportunities, or other purposes. Interest expense on our credit facility is based on floating interest rates.

Failure to hedge effectively against interest rate changes may adversely affect our results of operations and our ability to make shareholder distributions.

We may obtain in the future one or more forms of interest rate protection, such as swap agreements, interest rate cap contracts or similar agreements, to hedge against the possible negative effects of interest rate fluctuations. However, such hedging implies costs and we cannot assure you that any hedging will adequately relieve the adverse effects of interest rate increases or that counterparties under these agreement will honor their obligations thereunder. Furthermore, any such hedging agreements would subject us to the risk of incurring significant non-cash losses on our hedges due to declines in interest rates if our hedges were not considered effective under applicable accounting standards.

Joint venture investments that we make could be adversely affected by our lack of sole decision-making authority, our reliance on joint venture partners' financial condition and disputes between us and our joint venture partners.

We are co-investors with NorthStar in each of the NewINK JV and Inland JV, which own 47 and 48 hotels, respectively, and we may invest in additional joint ventures in the future. We may not be in a position to exercise sole decision-making authority regarding the properties owned through the JVs or other joint ventures that we may invest in. Investments in joint ventures may, under certain circumstances, involve risks not present when a third party is not involved, including reliance on our joint venture partners and the possibility that joint venture partners might become bankrupt or fail to fund their share of required capital contributions, thus exposing us to liabilities in excess of our share of the investment. Joint venture partners may have business interests or goals that are inconsistent with our business interests or goals, and may be in a position to take actions contrary to our policies or objectives. Such investments may also have the potential risk of impasses on decisions, such as a sale, because neither we nor the partner would have full control over the partnership or joint venture. Any disputes that may arise between us and our joint venture partners may result in litigation or arbitration that would increase our expenses and prevent our officers and/or trustees from focusing their time and effort on our business. Consequently, actions by, or disputes with, our joint venture partners might result in subjecting properties owned by the partnership or joint venture to additional risk. In addition, we may in certain circumstances be liable for the actions of our third-party partners.

It may be difficult for us to exit a joint venture after an impasse with our co-venturer.

In our joint ventures, there will be a potential risk of impasse in some joint venture decisions because our approval and the approval of each co-venturer will be required for some decisions. The types of decisions that would require the approval of each co-venturer would be determined under the joint venture agreement between the parties, but those types of decisions are likely to include borrowing above a certain level or disposing of assets. In any joint venture, we may have the right to buy our co-venturer's interest or to sell our own interest on specified terms and conditions in the event of an impasse regarding a sale. However, it is possible that neither party will have the funds necessary to complete such a buy-out. In addition, we may experience difficulty in locating a third-party purchaser for our joint venture interest and in obtaining a favorable sale price for the interest. As a result, it is possible that we may not be able to exit the relationship if an impasse develops. In addition, there is no limitation under our declaration of trust and bylaws as to the amount of funds that we may invest in joint ventures. Accordingly, we may invest a substantial amount of our funds in joint ventures, which ultimately may not be profitable as a result of disagreements with or among our co-venturers.

The Company does not have sole control of the JVs and may be required to contribute additional capital in the event of a capital call.

The Company's ownership interests in the JVs are subject to change in the event that we or NorthStar calls for additional capital contributions to a JV that is necessary for the conduct of business, including contributions to fund costs and expenses related to capital expenditures. NorthStar may also approve certain actions by the JVs in which it participates without the Company's consent, including certain property dispositions conducted at arm's length, certain actions related to the restructuring of the JVs and the removal of the Company as managing member in the event the Company fails to fulfill its material obligations under the joint venture agreement.

Our Operating Partnership acts as guarantor under certain debt obligations of the JVs.

In connection with certain non-recourse mortgage loans on certain of the properties owned by the JVs, our Operating Partnership could be required to repay portions of this indebtedness, up to an amount commensurate with our ownership interests in those JVs, in connection with certain customary non-recourse carve-out provisions such as environmental conditions, misuse of funds and material misrepresentations.

We may from time to time make distributions to our shareholders in the form of our common shares, which could result in shareholders incurring tax liability without receiving sufficient cash to pay such tax.

Although we have no current intention to do so, we may, if possible, in the future distribute taxable dividends that are payable in cash or common shares at the election of each shareholder. Taxable shareholders receiving such dividends will be required to include the full amount of the dividend as ordinary income to the extent of our current and accumulated earnings and profits for federal income tax purposes. As a result, shareholders may be required to pay income taxes with respect to such dividends in excess of the cash dividends received. If a U.S. shareholder sells the common shares that it receives as a dividend in order to pay this tax, the sales proceeds may be less than the amount included in income with respect to the dividend, depending on the market price of our shares at the time of the sale. Furthermore, with respect to certain non-U.S. shareholders, we may be required to withhold federal income tax with respect to such dividends, including in respect of all or a portion of such dividend that is payable in common shares. In addition, if a significant number of our shareholders determine to sell common shares in order to pay taxes owed on dividends, it may put downward pressure on the trading price of our common shares.

Our conflict of interest policy may not be successful in eliminating the influence of future conflicts of interest that may arise between us and our trustees, officers and employees.

We have adopted a policy that any transaction, agreement or relationship in which any of our trustees, officers or employees has a direct or indirect pecuniary interest must be approved by a majority of our disinterested trustees. Other than this policy, however, we have not adopted and may not adopt additional formal procedures for the review and approval of conflict of interest transactions generally. As such, our policies and procedures may not be successful in eliminating the influence of conflicts of interest.

There are conflicts of interest between us and affiliates owned by our Chief Executive Officer.

Our Chief Executive Officer, Mr. Fisher, owned 51% and affiliates of NorthStar Asset Management Group, Inc. owned 45% of IHM, a hotel management company that manages 36 of our wholly owned hotels, all of the 47 hotels owned by the NewINK JV and 34 of the hotels owned by the Inland JV all as of December 31, 2015, and may manage additional hotels that we acquire or own (wholly or through a joint venture) in the future. Because Mr. Fisher is our Chief Executive Officer and controls IHM, conflicts of interest may arise between us and Mr. Fisher as to whether and on what terms new management contracts will be awarded to IHM, whether and on what terms management agreements will be renewed upon expiration of their terms, enforcement of the terms of the management agreements and whether hotels managed by IHM will be sold.

Risks Related to the Lodging Industry

The lodging industry has experienced significant declines in the past and failure of the lodging industry to exhibit improvement may adversely affect our ability to execute our business strategy.

The performance of the lodging industry has historically been closely linked to the performance of the general economy and, specifically, growth in U.S. gross domestic product, or GDP. It is also sensitive to business and personal discretionary spending levels. Declines in corporate budgets and consumer demand due to adverse general economic conditions, risks affecting or reducing travel patterns, lower consumer confidence or adverse political conditions can lower the revenues and profitability of our future hotel properties and therefore the net operating profits of our TRSs.

A substantial part of our business strategy is based on the belief that the lodging markets in which we invest will continue to experience improving economic fundamentals in the future. We cannot predict the extent to which lodging industry fundamentals will continue to improve. In the event conditions in the industry do not continue to improve as we expect, or deteriorate, our ability to execute our business strategy would be adversely affected, which could adversely affect our financial condition, results of operations, the market price of our common shares and our ability to make distributions to our shareholders.

Our ability to make distributions to our shareholders may be affected by various operating risks common in the lodging industry.

Hotel properties are subject to various operating risks common to the hotel industry, many of which are beyond our control, including:

- competition from other hotel properties in the markets in which we and our joint ventures operate, some of which may have greater marketing and financial resources;
- an over-supply or over-building of hotel properties in the markets in which we and our joint ventures operate, which could adversely affect occupancy rates and revenues;
- dependence on business and commercial travelers and tourism;
- increases in energy costs and other expenses and factors affecting travel, which may affect travel patterns and reduce the number of business and commercial travelers and tourists;
- increases in operating costs due to inflation and other factors that may not be offset by increased room rates;
- necessity for periodic capital reinvestment to repair and upgrade hotel properties;
- changes in interest rates and in the availability, cost and terms of debt financing;
- changes in governmental laws and regulations, fiscal policies and zoning ordinances and the related costs of compliance with laws and regulations, fiscal policies and ordinances;
- unforeseen events beyond our control, such as terrorist attacks, travel related health concerns including pandemics and epidemics such as H1N1 influenza (swine flu), avian bird flu, SARS and Zika virus, political instability, regional hostilities, imposition of taxes or surcharges by regulatory authorities, travel related accidents and unusual weather patterns, including natural disasters such as hurricanes, tsunamis, earthquakes, wildfires and flooding;
- disruptions to the operations of our hotels caused by organized labor activities, including strikes, work stoppages or slow downs;
- adverse effects of a downturn in the economy or in the hotel industry; and
- risk generally associated with the ownership of hotel properties and real estate, as we discuss in detail below.

These factors could reduce the net operating profits of our TRSs and the rental income we receive from our TRS Lessees, which in turn could adversely affect our ability to make distributions to our shareholders.

Competition for acquisitions may reduce the number of properties we can acquire.

We compete for hotel investment opportunities with competitors that may have a different tolerance for risk or have substantially greater financial resources than are available to us. This competition may generally limit the number of hotel properties that we are able to acquire and may also increase the bargaining power of hotel owners seeking to sell, making it more difficult for us to acquire hotel properties on attractive terms, or at all.

Competition for guests may lower our hotels' revenues and profitability.

The upscale extended-stay and mid-price segments of the hotel business are highly competitive. Our hotels and those of our JVs compete on the basis of location, room rates and quality, service levels, reputation, and reservation systems, among many other factors. Competitors may have substantially greater marketing and financial resources than our operators or us. New hotels create new competitors, in some cases without corresponding increases in demand for hotel rooms. The result in some cases may be lower revenue, which would result in lower cash available for distribution to our shareholders.

The seasonality of the hotel industry may cause fluctuations in our quarterly revenues that cause us to borrow money to fund distributions to our shareholders.

Certain hotel properties we own or acquire in the future (wholly or through joint ventures) have business that is seasonal in nature. This seasonality can be expected to cause quarterly fluctuations in revenues. Quarterly earnings may be adversely affected by factors outside our control, including weather conditions and poor economic factors. As a result, we may have to enter into short-term borrowings in order to offset these fluctuations in revenue and to make distributions to our shareholders.

The cyclical nature of the lodging industry may cause the return on our investments to be substantially less than we expect.

The lodging industry is cyclical in nature. Fluctuations in lodging demand and, therefore, operating performance, are caused largely by general economic and local market conditions, which subsequently affects levels of business and leisure travel. In addition to general economic conditions, new hotel room supply is an important factor that can affect the lodging industry's performance and overbuilding has the potential to further exacerbate the negative impact of an economic recession. Room rates and occupancy, and thus RevPAR, tend to increase when demand growth exceeds supply growth. Decline in lodging demand, or a continued growth in lodging supply, could result in returns that are substantially below expectations or result in losses, which could have a material adverse effect on our business, financial condition, results of operations and our ability to make distributions to our shareholders.

Due to our concentration in hotel investments, a downturn in the lodging industry would adversely affect our operations and financial condition.

Our entire business is related to the hotel industry. Therefore, a downturn in the hotel industry, in general, will have a material adverse effect on our revenues, net operating profits and cash available for distribution to our shareholders.

The ongoing need for capital expenditures at our hotel properties may adversely affect our business, financial condition and results of operations and limit our ability to make distributions to our shareholders.

Hotel properties have an ongoing need for renovations and other capital improvements, including replacements, from time to time, of furniture, fixtures and equipment. The franchisors of our hotels and those of our JVs also require periodic capital improvements as a condition of keeping the franchise licenses. In addition, our lenders require us to set aside amounts for capital improvements to our hotel properties. These capital improvements may give rise to the following risks:

- possible environmental problems;
- construction cost overruns and delays;
- possibility that revenues will be reduced temporarily while rooms or restaurants offered are out of service due to capital improvement projects;
- a possible shortage of available cash to fund capital improvements and the related possibility that financing for these capital improvements may not be available on affordable terms;
- uncertainties as to market demand or a loss of market demand after capital improvements have begun; and
- disputes with franchisors/managers regarding compliance with relevant management/franchise agreements.

The costs of all these capital improvements could adversely affect our business, financial condition, results of operations and cash available for distribution to our shareholders.

The increasing use of Internet travel intermediaries by consumers may adversely affect our profitability.

Some of our hotel rooms are booked through Internet travel intermediaries. As Internet bookings increase, these intermediaries may be able to obtain higher commissions, reduced room rates or other significant contract concessions from us and our management companies. Moreover, some of these Internet travel intermediaries are attempting to offer hotel rooms as a commodity, by increasing the importance of price and general indicators of quality (such as "three-star downtown hotel") at the expense of brand identification. These agencies hope that consumers will eventually develop brand loyalties to their reservations system rather than to the brands under which our properties are franchised. Although most of the business for our hotels is expected to be derived from traditional channels, if the amount of sales made through Internet intermediaries increases significantly, room revenues may flatten or decrease and our profitability may be adversely affected.

We and our hotel managers rely on information technology in our operations, and any material failure, inadequacy, interruption or security failure of that technology could harm our business.

We and our hotel managers rely on information technology networks and systems, including the Internet, to process, transmit and store electronic information, and to manage or support a variety of business processes, including financial transactions and records, personal identifying information, reservations, billing and operating data. We purchase some of our information technology from vendors, on whom our systems depend. We rely on commercially available systems, software, tools and monitoring to provide security for processing, transmission and storage of confidential customer information, such as individually identifiable information, including information relating to financial accounts. Although we have taken steps to protect the security of our information systems and the data maintained in those systems, it is possible that our safety and security measures will not be able to prevent the systems' improper functioning or damage, or the improper access or disclosure of personally identifiable information such as in the event of cyber attacks. Security breaches, including physical or electronic break-ins, computer viruses, attacks by hackers and similar breaches, can create system disruptions, shutdowns or unauthorized disclosure of confidential information. Any failure to maintain proper function, security and availability of our information systems could interrupt our operations, damage our reputation, subject us to liability claims or regulatory penalties and could have a material adverse effect on our business, financial condition and results of operations and our ability to make distributions to our shareholders.

Future terrorist attacks or changes in terror alert levels could adversely affect travel and hotel demand.

Previous terrorist attacks and subsequent terrorist alerts have adversely affected the U.S. travel and hospitality industries over the past several years, often disproportionately to the effect on the overall economy. The impact that terrorist attacks in the U.S. or elsewhere could have on domestic and international travel and our business in particular cannot be determined but any such attacks or the threat of such attacks could have a material adverse effect on our business, financial condition and results of operations and our ability to finance our business, to insure our properties and to make distributions to our shareholders.

We may assume liabilities in connection with the acquisition of hotel properties, including unknown liabilities, which, if significant, could adversely affect our business.

We may assume existing liabilities in connection with the acquisition of hotel properties, some of which may be unknown or unquantifiable. Unknown liabilities might include liabilities for cleanup or remediation of undisclosed environmental conditions, claims of hotel guests, vendors or other persons dealing with the seller of a particular hotel property, tax liabilities, employment-related issues and accrued but unpaid liabilities whether incurred in the ordinary course of business or otherwise. If the magnitude of such unknown liabilities is high, they could adversely affect our business, financial condition, results of operations and our ability to make distributions to our shareholders.

Uninsured and underinsured losses could adversely affect our operating results and our ability to make distributions to our shareholders.

We maintain comprehensive insurance on each of our hotel properties, including liability, terrorism, fire and extended coverage, of the type and amount customarily obtained for or by hotel property owners. There can be no assurance that such coverage will continue to be available at reasonable rates. Various types of catastrophic losses, like earthquakes and floods and losses from foreign terrorist activities such as those on September 11, 2001 or losses from domestic terrorist activities such as the Oklahoma City bombing, may not be insurable or may not be insurable on reasonable economic terms. Lenders may require such insurance and failure to obtain such insurance could constitute a default under loan agreements. Depending on our access to capital, liquidity and the value of the properties securing the affected loan in relation to the balance of the loan, a default could have a material adverse effect on our results of operations and ability to obtain future financing.

In the event of a substantial loss, insurance coverage may not be sufficient to cover the full current market value or replacement cost of the lost investment. Should an uninsured loss or a loss in excess of insured limits occur, we could lose all or a portion of the capital we invested in a hotel property, as well as the anticipated future revenue from that particular hotel. In that event, we might nevertheless remain obligated for any mortgage debt or other financial obligations related to the property. Inflation, changes in building codes and ordinances, environmental considerations and other factors might also keep us from using insurance proceeds to replace or renovate a hotel after it has been damaged or destroyed. Under those circumstances, the insurance proceeds we receive might be inadequate to restore our economic position on the damaged or destroyed property.

Noncompliance with environmental laws and governmental regulations could adversely affect our operating results and our ability to make distributions to shareholders.

Under various federal, state and local laws, ordinances and regulations, an owner of real property may be liable for the costs of removal or remediation of certain hazardous or toxic substances on or in such property. Such laws often impose such liability without regard to whether the owner knew of or was responsible for, the presence of such hazardous or toxic substances. The cost of any required remediation and the owner's liability therefore as to any property are generally not limited under such laws and could exceed the value of the property and/or the aggregate assets of the owner. The presence of such substances, or the failure to properly remediate contamination from such substances, may adversely affect our or our joint venture's ability to sell the real estate or to borrow funds using such property as collateral, which could have an adverse effect on our return from such investment. Moreover, the presence of such substance or the failure to properly mediate such substances could adversely affect our operation results and our ability to make distributions to our shareholders.

Furthermore, various court decisions have established that third parties may recover damages for injury caused by release of hazardous substances and for property contamination. For instance, a person exposed to asbestos while working at or staying in a hotel may seek to recover damages if he or she suffers injury from the asbestos. Lastly, some of these environmental issues restrict the use of a property or place conditions on various activities. One example is laws that require a business using chemicals to manage them carefully and to notify local officials if regulated spills occur.

Although it is our policy to require an acceptable Phase I environmental survey for all real property in which we invest prior to our investment, such surveys are limited in scope. As a result, there can be no assurance that a Phase I environmental survey will uncover any or all hazardous or toxic substances on a property prior to our investment in that property. We cannot assure you:

- that are no existing liabilities related to our properties of which we are not aware;
- that future laws, ordinances or regulations will not impose material environmental liability; or
- that the current environmental condition of a hotel will not be affected by the condition of properties in the vicinity of the hotel (such as the presence of leaking underground storage tanks) or by third parties unrelated to us.

Compliance with the ADA and other changes in governmental rules and regulations could substantially increase our cost of doing business and adversely affect our operating results and our ability to make distributions to our shareholders.

Our hotel properties are subject to the ADA. Under the ADA, all places of public accommodation are required to meet certain federal requirements related to access and use by disabled persons. Although we intend to continue to acquire assets that are substantially in compliance with the ADA, we may incur additional costs of complying with the ADA at the time of acquisition and from time-to-time in the future to stay in compliance with any changes in the ADA. A number of additional federal, state and local laws exist that also may require modifications to our investments, or restrict certain further renovations thereof, with respect to access thereto by disabled persons. Additional legislation may impose further burdens or restrictions on owners with respect to access by disabled persons. If we were required to make substantial modifications at our properties to comply with the ADA or other changes in governmental rules and regulations, our ability to make expected distributions to our shareholders could be adversely affected.

In March 2012, a substantial number of changes to the Accessibility Guidelines under the ADA took effect. The new guidelines caused some of our hotel properties to incur costs to become fully compliant.

If we are required to make substantial modifications to our hotel properties, whether to comply with the ADA or other changes in governmental rules and regulations, our financial condition, results of operations, the market price of our common shares and our ability to make distributions to our shareholders could be adversely affected. The obligation to make readily achievable accommodations is an ongoing one, and we will continue to assess our properties and to make alterations as appropriate.

General Risks Related to Real Estate Industry

Illiquidity of real estate investments could significantly impede our ability to respond to adverse changes in the performance of our hotel properties and adversely affect our financial condition.

Because real estate investments are relatively illiquid, our ability to promptly sell one or more hotel properties in our portfolio in response to changing economic, financial and investment conditions may be limited. The real estate market is affected by many factors that are beyond our control, including:

- adverse changes in international, national, regional and local economic and market conditions;
- changes in interest rates and in the availability, cost and terms of debt financing;
- changes in governmental laws and regulations, fiscal policies and zoning ordinances and the related costs of compliance with laws and regulations, fiscal policies and ordinances;
- the ongoing need for capital improvements, particularly in older structures;
- changes in operating expenses; and
- civil unrest, acts of God, including earthquakes, wildfires, tornadoes, hurricanes, floods and other natural disasters, which may result in uninsured losses, and acts of war or terrorism.

We may seek to sell hotel properties owned by us or any of the JVs in the future. There can be no assurance that we will be able to sell any hotel property on acceptable terms.

If financing for hotel properties is not available or is not available on attractive terms, it will adversely impact the ability of third parties to buy our hotels. As a result, we or our JVs may hold hotel properties for a longer period than we would otherwise desire and may sell hotels at a loss.

We may be required to expend funds to correct defects or to make improvements before a hotel property can be sold. We cannot assure you that we will have funds available to correct those defects or to make those improvements. In acquiring a hotel property, we may agree to lock-out provisions that materially restrict us from selling that property for a period of time or impose other restrictions, such as a limitation on the amount of debt that can be placed or repaid on that property. These factors and any others that would impede our ability to respond to adverse changes in the performance of our properties could have a material adverse effect on our operating results and financial condition, as well as our ability to make distributions to our shareholders.

Increases in our property taxes would adversely affect our ability to make distributions to our shareholders.

Hotel properties are subject to real and personal property taxes. These taxes may increase as tax rates change and as the properties are assessed or reassessed by taxing authorities. In particular, our property taxes could increase following our hotel purchases as the acquired hotels are reassessed. If property taxes increase, our financial condition, results of operations and our ability to make distributions to our shareholders could be materially and adversely affected.

Our hotel properties may contain or develop harmful mold, which could lead to liability for adverse health effects and costs of remediating the problem.

When excessive moisture accumulates in buildings or on building materials, mold growth may occur, particularly if the moisture problem remains undiscovered or is not addressed over a period of time. Some molds may produce airborne toxins or irritants. Concern about indoor exposure to mold has been increasing, as exposure to mold may cause a variety of adverse health effects and symptoms, including allergic or other reactions. As a result, the presence of mold to which hotel guests or employees could be exposed at any of the properties in which we own an interest could require us to undertake a costly remediation program to contain or remove the mold from the affected property, which could be costly. In addition, exposure to mold by guests or employees, management company employees or others could expose us to liability if property damage or health concerns arise.

Risks Related to Our Organization and Structure

Our rights and the rights of our shareholders to take action against our trustees and officers are limited, which could limit your recourse in the event of actions not in your best interests.

Under Maryland law generally, a trustee is required to perform his or her duties in good faith, in a manner he or she reasonably believes to be in our best interests and with the care that an ordinarily prudent person in a like position would use under similar circumstances. Under Maryland law, trustees are presumed to have acted with this standard of care. In addition, our declaration of trust limits the liability of our trustees and officers to us and our shareholders for money damages, except for liability resulting from:

- actual receipt of an improper benefit or profit in money, property or services; or
- active and deliberate dishonesty by the trustee or officer that was established by a final judgment as being material to the cause of action adjudicated.

Our bylaws obligate us to indemnify our trustees and officers for actions taken by them in those capacities to the maximum extent permitted by Maryland law. Our bylaws require us to indemnify each trustee or officer, to the maximum extent permitted by Maryland law, in the defense of any proceeding to which he or she is made, or threatened to be made, a party by reason of his or her service to us. In addition, we may be obligated to advance the defense costs incurred by our trustees and officers. As a result, we and our shareholders may have more limited rights against our trustees and officers than might otherwise exist absent the current provisions in our declaration of trust and bylaws or that might exist with other companies.

Provisions of Maryland law may limit the ability of a third party to acquire control of our Company and may result in entrenchment of management and diminish the value of our common shares.

Certain provisions of the Maryland General Corporation Law ("MGCL") applicable to Maryland real estate investment trusts may have the effect of inhibiting a third party from making a proposal to acquire us or of impeding a change of control under circumstances that otherwise could provide our common shareholders with the opportunity to realize a premium over the then-prevailing market price of such shares, including:

- "*Business combination*" provisions that, subject to limitations, prohibit certain business combinations between us and an "interested shareholder" (defined generally as any person who beneficially owns 10% or more of the voting power of our shares) or an affiliate of any interested shareholder for five years after the most recent date on which the shareholder becomes an interested shareholder, and thereafter imposes special appraisal rights and special shareholder voting requirements on these combinations; and
- "*Control share*" provisions that provide that our "control shares" (defined as shares which, when aggregated with other shares controlled by the shareholder, entitle the shareholder to exercise one of three increasing ranges of voting power in electing trustees) acquired in a "control share acquisition" (defined as the direct or indirect acquisition of ownership or control of "control shares") have no voting rights except to the extent approved by our shareholders by the affirmative vote of at least two-thirds of all the votes entitled to be cast on the matter, excluding all interested shares.

Additionally, Title 3, Subtitle 8 of the MGCL permits our Board of Trustees, without shareholder approval and regardless of what is currently provided in our declaration of trust or bylaws, to implement certain takeover defenses, including, but not limited to, the adoption of a classified board. In November 2013, our Board of Trustees opted in to Subtitle 8 and adopted a classified board structure in order to protect shareholders value in the wake of what our Board considered to be an unsolicited and inadequate proposal to acquire us. Although our Board subsequently took action in April 2015 to opt back out of the provisions of Subtitle 8 and declassified our Board of Trustees, there can be no assurance that we will not opt back in to Subtitle 8 again in the future. These provisions may have the effect of inhibiting a third party from making an acquisition proposal for our company or of delaying, deferring or preventing a change in control of our company under the circumstances that otherwise could provide our common shareholders with the opportunity to realize a premium over the then current market price.

Provisions of our declaration of trust may limit the ability of a third party to acquire control of our Company and may result in entrenchment of management and diminish the value of our common shares.

Our declaration of trust authorizes our Board of Trustees to issue up to 500,000,000 common shares and up to 100,000,000 preferred shares. In addition, our Board of Trustees may, without shareholder approval, amend our declaration of trust to increase the aggregate number of our shares or the number of shares of any class or series that we have the authority to issue and to classify or reclassify any unissued common shares or preferred shares and to set the preferences, rights and other terms of the classified or reclassified shares. As a result, our Board of Trustees may authorize the issuance of additional shares or establish a series of common or preferred shares that may have the effect of delaying or preventing a change in control of our company, including transactions at a premium over the market price of our shares, even if shareholders believe that a change of control is in their interest.

Failure to make required distributions would subject us to tax.

In order for federal corporate income tax not to apply to earnings that we distribute, each year we must distribute to our shareholders at least 90% of our REIT taxable income, determined before the deductions for dividends paid and excluding any net capital gain. To the extent that we satisfy this distribution requirement, but distribute less than 100% of our taxable income, we will be subject to federal corporate income tax on our undistributed REIT taxable income. In addition, we will be subject to a 4% nondeductible excise tax if the actual amount that we pay out to our shareholders in a calendar year is less than a minimum amount specified under the Code. Our only source of funds to make these distributions comes from distributions that we will receive from our Operating Partnership. Accordingly, we may be required to borrow money, sell assets or make taxable distributions of our capital shares or debt securities, to enable us to pay out enough of our REIT taxable income to satisfy the distribution requirement and to avoid federal corporate income tax and the 4% nondeductible excise tax in a particular year.

Failure to qualify as a REIT, or failure to remain qualified as a REIT, would subject us to federal income tax and potentially to state and local taxes.

We elected to be taxed as a REIT for federal income tax purposes. However, qualification as a REIT involves the application of highly technical and complex provisions of the Code, for which only a limited number of judicial and administrative interpretations exist. Even an inadvertent or technical mistake could jeopardize our REIT qualification. Our qualification as a REIT depends on our satisfaction of certain asset, income, organizational, distribution, shareholder ownership and other requirements on a continuing basis.

Moreover, new tax legislation, administrative guidance or court decisions, in each instance potentially applicable with retroactive effect, could make it more difficult or impossible for us to qualify as a REIT. If we were to fail to qualify as a REIT in any taxable year, we would be subject to federal income tax, including any applicable alternative minimum tax, on our taxable income at regular corporate rates, and distributions to shareholders would not be deductible by us in computing our taxable income. We may also be subject to state and local taxes if we fail to qualify as a REIT. Any such corporate tax liability could be substantial and would reduce the amount of cash available for distribution to our shareholders, which in turn could have an adverse impact on the value of our shares of beneficial interest. If, for any reason, we failed to qualify as a REIT and we were not entitled to relief under certain Code provisions, we would be unable to elect REIT status for the four taxable years following the year during which we ceased to so qualify, which would negatively impact the value of our common shares.

Our TRS Lessee structure subjects us to the risk of increased hotel operating expenses that could adversely affect our operating results and our ability to make distributions to our shareholders.

Our leases with our TRS Lessees require our TRS Lessees to pay rent based in part on revenues from our hotels. Our operating risks include decreases in hotel revenues and increases in hotel operating expenses, which would adversely affect our TRS Lessees' ability to pay rent due under the leases, including but not limited to the increases in wage and benefit costs, repair and maintenance expenses, energy costs, property taxes, insurance costs and other operating expenses.

Increases in these operating expenses can have a significant adverse impact on our financial condition, results of operations, the market price of our common shares and our ability to make distributions to our shareholders.

Our TRS structure increases our overall tax liability.

Our TRS Lessees are subject to federal, state and local income tax on their taxable income, which consists of the revenues from the hotel properties leased by our TRS Lessees, net of the operating expenses for such hotel properties and rent payments to us. Accordingly, although our ownership of our TRS Lessees allows us to participate in the operating income from our hotel properties in addition to receiving rent, that operating income is fully subject to income tax. The after-tax net income of our TRS Lessees is available for distribution to us.

Our ownership of TRSs is limited and our transactions with our TRSs will cause us to be subject to a 100% penalty tax on certain income or deductions if those transactions are not conducted on arm's-length terms.

A REIT may own up to 100% of the stock of one or more TRSs. A TRS may hold assets and earn income that would not be qualifying assets or income if held or earned directly by a REIT, including gross operating income from hotels that are operated by eligible independent contractors pursuant to hotel management agreements. Both the subsidiary and the REIT must jointly elect to treat the subsidiary as a TRS. A corporation of which a TRS directly or indirectly owns more than 35% of the voting power or value of the stock will automatically be treated as a TRS. Overall, no more than 25% (or 20% for taxable years ending after December 31, 2017) of the value of a REIT's gross assets may consist of stock or securities of one or more TRSs. In addition, the TRS rules limit the deductibility of interest paid or accrued by a TRS to its parent REIT to assure that the TRS is subject to an appropriate level of corporate taxation. The rules also impose a 100% excise tax on certain transactions between a TRS and its parent REIT that are not conducted on an arm's-length basis.

Our TRSs are subject to federal, foreign, state and local income tax on their taxable income, and their after-tax net income is available for distribution to us but is not required to be distributed to us. We believe that the aggregate value of the stock and securities of our TRSs is and will continue to be less than 25% (or 20% for taxable years ending after December 31, 2017) of the value of our total gross assets (including our TRS stock and securities). Furthermore, we will monitor the value of our respective investments in our TRSs for the purpose of ensuring compliance with TRS ownership limitations. In addition, we will scrutinize all of our transactions with our TRSs to ensure that they are entered into on arm's-length terms to avoid incurring the 100% excise tax described above. There can be no assurance, however, that we will be able to comply with the 25% (or 20%) limitations discussed above or to avoid application of the 100% excise tax discussed above.

If our leases with our TRS Lessees are not respected as true leases for federal income tax purposes, we would fail to qualify as a REIT.

To qualify as a REIT, we are required to satisfy two gross income tests, pursuant to which specified percentages of our gross income must be passive income, such as rent. For the rent paid pursuant to the hotel leases with our TRS Lessees, which should constitute substantially all of our gross income, to qualify for purposes of the gross income tests, the leases must be respected as true leases for federal income tax purposes and must not be treated as service contracts, joint ventures or some other type of arrangement. We have structured our leases, and intend to structure any future leases, so that the leases will be respected as true leases for federal income tax purposes, but there can be no assurance that the Internal Revenue Service ("IRS") will agree with this characterization, not challenge this treatment or that a court would not sustain such a challenge. If the leases were not respected as true leases for federal income tax purposes, we would not be able to satisfy either of the two gross income tests applicable to REITs and likely would fail to qualify for REIT status.

Dividends payable by REITs do not qualify for the reduced tax rates available for some dividends.

The maximum tax rate applicable to "qualified dividend income" payable to U.S. shareholders taxed at individual rates is 20%. Dividends payable by REITs, however, generally are not eligible for the reduced rates. The more favorable rates applicable to regular corporate qualified dividends could cause investors who are taxed at individual rates to perceive investments in REITs to be relatively less attractive than investments in the stocks of non-REIT corporations that pay dividends, which could adversely affect the value of the shares of REITs, including our common shares.

If our hotel managers do not qualify as "eligible independent contractors," we would fail to qualify as a REIT.

Rent paid by a lessee that is a "related party tenant" of ours will not be qualifying income for purposes of the two gross income tests applicable to REITs. We lease substantially all of our hotels to our TRS Lessees. A TRS Lessee will not be treated as a "related party tenant," and will not be treated as directly operating a lodging facility to the extent the TRS Lessee leases properties from us that are managed by an "eligible independent contractor." In addition, our TRS holding companies will fail to qualify as "taxable REIT subsidiaries" if they lease or own a lodging facility that is not managed by an "eligible independent contractor."

If our hotel managers do not qualify as "eligible independent contractors," we would fail to qualify as a REIT. Each of the hotel management companies that enters into a management contract with our TRS Lessees must qualify as an "eligible independent contractor" under the REIT rules in order for the rent paid to us by our TRS Lessees to be qualifying income for our REIT income test requirements and for our TRS holding companies to qualify as "taxable REIT subsidiaries". Among other requirements, in order to qualify as an eligible independent contractor a manager must not own more than 35% of our outstanding shares (by value) and no person or group of persons can own more than 35% of our outstanding shares and the ownership interests of the manager, taking into account only owners of more than 5% of our shares and, with respect to ownership interests in such managers that are publicly traded, only holders of more than 5% of such ownership interests. Complex ownership attribution rules apply for purposes of these 35% thresholds. Although we intend to monitor ownership of our shares by our property managers and their owners, there can be no assurance that these ownership levels will not be exceeded.

Our ownership limitations may restrict or prevent you from engaging in certain transfers of our common shares.

In order to satisfy the requirements for REIT qualification, no more than 50% in value of our outstanding shares may be owned, directly or indirectly, by five or fewer individuals (as defined in the Code to include certain entities) at any time during the last half of each taxable year. To assist us in satisfying the requirements for our REIT qualification, our declaration of trust contains an ownership limit on each class and series of our shares. Under applicable constructive ownership rules, any common shares owned by certain affiliated owners generally will be added together for purposes of the common share ownership limit, and any shares of a given class or series of preferred shares owned by certain affiliated owners generally will be added together for purposes of the ownership limit on such class or series.

If anyone transfers shares in a way that would violate the ownership limit, or prevent us from qualifying as a REIT under the federal income tax laws, those shares instead will be transferred to a trust for the benefit of a charitable beneficiary and will be either redeemed by us or sold to a person whose ownership of the shares will not violate the ownership limit. If this transfer to a trust fails to prevent such a violation or our continued qualification as a REIT, then the initial intended transfer shall be null and void from the outset. The intended transferee of those shares will be deemed never to have owned the shares. Anyone who acquires shares in violation of the ownership limit or the other restrictions on transfer in our declaration of trust bears the risk of suffering a financial loss when the shares are redeemed or sold if the market price of our shares falls between the date of purchase and the date of redemption or sale.

Complying with REIT requirements may limit our ability to hedge effectively and may cause us to incur tax liabilities.

The REIT provisions of the Code substantially limit our ability to hedge our liabilities. Any income from a hedging transaction we enter into to manage risk of interest rate changes with respect to borrowings made or to be made to acquire or carry real estate assets does not constitute "gross income" for purposes of the 75% or 95% gross income tests applicable to REITs. To the extent that we enter into other types of hedging transactions, the income from those transactions is likely to be treated as non-qualifying income for purposes of both of the gross income tests. As a result of these rules, we intend to limit our use of advantageous hedging techniques or implement those hedges through a TRS. This could increase the cost of our hedging activities because our TRSs would be subject to tax on gains or expose us to greater risks associated with changes in interest rates than we would otherwise want to bear. In addition, losses in our TRSs will generally not provide any tax benefit, except for being carried forward against future taxable income in the TRSs.

The ability of our Board of Trustees to revoke our REIT qualification without shareholder approval may cause adverse consequences to our shareholders.

Our declaration of trust provides that our Board of Trustees may revoke or otherwise terminate our REIT election, without the approval of our shareholders, if it determines that it is no longer in our best interest to continue to qualify as a REIT. If we cease to qualify as a REIT, we would become subject to federal income tax on our taxable income and would no longer be required to distribute most of our taxable income to our shareholders, which may have adverse consequences on our total return to our shareholders.

The ability of our Board of Trustees to change our major policies may not be in our shareholders' interest.

Our Board of Trustees determines our major policies, including policies and guidelines relating to our acquisitions, leverage, financing, growth, operations and distributions to shareholders and our continued qualification as a REIT. Our board may amend or revise these and other policies and guidelines from time to time without the vote or consent of our shareholders. Accordingly, our shareholders will have limited control over changes in our policies and those changes could adversely affect our financial condition, results of operations, the market price of our common shares and our ability to make distributions to our shareholders.

If we fail to maintain an effective system of internal controls, we may not be able to accurately determine our financial results or prevent fraud. As a result, our investors could lose confidence in our reported financial information, which could harm our business and the market value of our common shares.

Effective internal controls are necessary for us to provide reliable financial reports and effectively prevent fraud. We may in the future discover areas of our internal controls that need improvement. Section 404 of the Sarbanes-Oxley Act of 2002 requires us to evaluate and report on our internal controls over financial reporting and have our independent auditors annually issue their opinion on our internal control over financial reporting. As we grow our business and acquire new hotel properties, directly or through joint ventures, with existing internal controls that may not be consistent with our own, our internal controls will become more complex, and we will require significantly more resources to ensure our internal controls remain effective. If we or our independent auditors discover a material weakness, the disclosure of that fact, even if quickly remedied, could reduce the market value of our common shares. In particular, we will need to establish, or cause our third party hotel managers to establish, controls and procedures to ensure that hotel revenues and expenses are properly recorded at our hotels. The existence of any material weakness or significant deficiency would require management to devote significant time and incur significant expense to remediate any such material weaknesses or significant deficiencies and management may not be able to remediate any such material weaknesses or significant deficiencies in a timely manner. Any such failure could cause investors to lose confidence in our reported financial information and adversely affect the market value of our common shares or limit our access to the capital markets and other sources of liquidity.

Complying with REIT requirements may cause us to forego otherwise attractive opportunities or liquidate otherwise attractive investments.

To qualify as a REIT for federal income tax purposes, we must continually satisfy tests concerning, among other things, the sources of our income, the nature and diversification of our assets, the amounts we distribute to our shareholders and the ownership of our shares of beneficial interest. In order to meet these tests, we may be required to forego investments we might otherwise make. Thus, compliance with the REIT requirements may hinder our performance.

In particular, we must ensure that at the end of each calendar quarter, at least 75% of the value of our gross assets consists of cash, cash items, government securities and qualified real estate assets. The remainder of our investment in securities (other than government securities, securities that constitute qualified real estate assets and securities of our TRSs) generally cannot include more than 10% of the outstanding voting securities of any one issuer or more than 10% of the total value of the outstanding securities of any one issuer. In addition, in general, no more than 5% of the value of our gross assets (other than government securities, securities that constitute qualified real estate assets and securities of our TRSs) can consist of the securities of any one issuer, no more than 25% of the value of our assets can consist of debt of "public offered REITs" that is not secured by real property, and no more than 25% (or 20% for taxable years beginning after December 31, 2017) of the value of our total gross assets can be represented by the securities of one or more TRSs. If we fail to comply with these requirements at the end of any calendar quarter, we must correct the failure within 30 days after the end of the calendar quarter or qualify for certain statutory relief provisions to avoid losing our REIT qualification and suffering adverse tax consequences. As a result, we may be required to liquidate otherwise attractive investments. These actions could have the effect of reducing our income and amounts available for distribution to our shareholders.

We have not established a minimum distribution payment level and we may be unable to generate sufficient cash flows from our operations to make distributions to our shareholders at any time in the future.

We are generally required to distribute to our shareholders at least 90% of our REIT taxable income each year for us to qualify as a REIT under the Code, which requirement we currently intend to satisfy. To the extent we satisfy the 90% distribution requirement but distribute less than 100% of our REIT taxable income, we will be subject to federal corporate income tax on our undistributed taxable income. We have not established a minimum distribution payment level, and our ability to make distributions to our shareholders may be adversely affected by the risk factors described in this Form 10-K. Subject to satisfying the requirements for REIT qualification, we intend over time to make regular distributions to our shareholders. Our Board of Trustees has the sole discretion to determine the timing, form and amount of any distributions to our shareholders. Our Board of Trustees makes determinations regarding distributions based upon, among other factors, our historical and projected results of operations, financial condition, cash flows and liquidity, satisfaction of the requirements for REIT qualification and other tax considerations, capital expenditure and other expense obligations, debt covenants, contractual prohibitions or other limitations and applicable law and such other matters as our Board of Trustees may deem relevant from time to time. Among the factors that could impair our ability to make distributions to our shareholders are:

- our inability to realize attractive returns on our investments;
- unanticipated expenses that reduce our cash flow or non-cash earnings;
- decreases in the value of the underlying assets; and
- the fact that anticipated operating expense levels may not prove accurate, as actual results may vary from estimates.

As a result, no assurance can be given that we will be able to continue to make distributions to our shareholders or that the level of any distributions we do make to our shareholders will achieve a market yield or increase or even be maintained over time, any of which could materially and adversely affect the market price of our common shares. Distributions could be dilutive to our financial results and may constitute a return of capital to our investors, which would have the effect of reducing each shareholder's basis in its common shares. We also could use borrowed funds or proceeds from the sale of assets to fund distributions.

In addition, distributions that we make to our shareholders are generally taxable to our shareholders as ordinary income. However, a portion of our distributions may be designated by us as long-term capital gains to the extent that they are attributable to capital gain income recognized by us or may constitute a return of capital to the extent that they exceed our earnings and profits as determined for tax purposes. A return of capital is not taxable, but has the effect of reducing the basis of a shareholder's investment in our common shares.

Our senior unsecured revolving credit facility may limit our ability to pay dividends on common shares.

Under our senior unsecured revolving credit facility, our distributions may not exceed the greater of (i) 95% of adjusted funds from operations (as defined in our senior unsecured revolving credit facility) for the preceding four-quarter period or (ii) the amount required for us to qualify and maintain our status as a REIT. As a result, if we do not generate sufficient adjusted funds from operations during the four quarters preceding any common share dividend payment date, we would not be able to pay dividends to our common shareholders consistent with our past practice without causing a default under our senior unsecured revolving credit facility. In the event of a default under our senior unsecured revolving credit facility, we would be unable to borrow under our senior unsecured revolving credit facility and any amounts we have borrowed thereunder could become due and payable.

The market price of our equity securities may vary substantially, which may limit your ability to liquidate your investment.

The trading prices of equity securities issued by REITs have historically been affected by changes in market interest rates. One of the factors that may influence the price of our shares in public trading markets is the annual yield from distributions on our common or preferred shares as compared to yields on other financial instruments. An increase in market interest rates, or a decrease in our distributions to shareholders, may lead prospective purchasers of our shares to demand a higher annual yield, which could reduce the market price of our equity securities.

Other factors that could affect the market price of our equity securities include the following:

- actual or anticipated variations in our quarterly results of operations;
- changes in market valuations of companies in the hotel or real estate industries;
- changes in expectations of future financial performance or changes in estimates of securities analysts;
- fluctuations in stock market prices and volumes;
- issuances of common shares or other securities in the future;
- the addition or departure of key personnel; and
- announcements by us or our competitors of acquisitions, investments or strategic alliances or changes thereto.

Because we have a smaller equity market capitalization compared to some other hotel REITs and our common shares may trade in low volumes, the stock market price of our common shares may be susceptible to fluctuation to a greater extent than companies with larger market capitalization. As a result, your ability to liquidate your investment in our company may be limited.

The number of shares available for future sale could adversely affect the market price of our common shares.

We cannot predict the effect, if any, of future sales of common shares, or the availability of common shares for future sale, on the market price of our common shares. Sales of substantial amounts of common shares (including shares issued to our trustees and officers), or the perception that these sales could occur, may adversely affect prevailing market prices for our common shares.

We also may issue from time to time additional common shares or common units in our Operating Partnership in connection with the acquisition of properties and we may grant demand or piggyback registration rights in connection with these issuances. Sales of substantial amounts of our common shares or the perception that these sales could occur may adversely affect the prevailing market price for our common shares or may impair our ability to raise capital through a sale of additional equity securities. Our Equity Incentive Plan provides for grants of equity based awards up to an aggregate of 3,000,000 common shares and we may seek to increase shares available under our Equity Incentive Plan in the future.

Future offerings of debt or equity securities ranking senior to our common shares or incurrence of debt (including under our credit facility) may adversely affect the market price of our common shares.

If we decide to issue debt or equity securities in the future ranking senior to our common shares or otherwise incur indebtedness (including under our credit facility), it is possible that these securities or indebtedness will be governed by an indenture or other instrument containing covenants restricting our operating flexibility and limiting our ability to make distributions to our shareholders. Additionally, any convertible or exchangeable securities that we issue in the future may have rights, preferences and privileges, including with respect to distributions, more favorable than those of our common shares and may result in dilution to owners of our common shares. Because our decision to issue debt or equity securities in any future offering or otherwise incur indebtedness will depend on market conditions and other factors beyond our control, we cannot predict or estimate the amount, timing or nature of our future offerings or financings, any of which could reduce the market price of our common shares and dilute the value of our common shares.

Item 1B. Unresolved Staff Comments

None.

Item 2. Properties

The following table sets forth certain operating information for our 38 wholly owned hotels as of December 31, 2015:

Property	Location	Management Company	Date of Acquisition	Year Opened	Number of Rooms	Purchase Price	Purchase Price per Room	Mortgage Debt Balance
Homewood Suites by Hilton Boston-Billerica/ Bedford/ Burlington	Billerica, Massachusetts	IHM	4/23/2010	1999	147	\$12.5 million	\$ 85,714	\$16.2 million
Homewood Suites by Hilton Minneapolis-Mall of America	Bloomington, Minnesota	IHM	4/23/2010	1998	144	\$18.0 million	\$ 125,000	—
Homewood Suites by Hilton Nashville-Brentwood	Brentwood, Tennessee	IHM	4/23/2010	1998	121	\$11.3 million	\$ 93,388	—
Homewood Suites by Hilton Dallas-Market Center	Dallas, Texas	IHM	4/23/2010	1998	137	\$10.7 million	\$ 78,102	—
Homewood Suites by Hilton Hartford-Farmington	Farmington, Connecticut	IHM	4/23/2010	1999	121	\$11.5 million	\$ 95,041	—
Homewood Suites by Hilton Orlando-Maitland	Maitland, Florida	IHM	4/23/2010	2000	143	\$9.5 million	\$ 66,433	—
Hampton Inn & Suites Houston-Medical Center	Houston, Texas	IHM	7/2/2010	1997	120	\$16.5 million	\$ 137,500	\$18.3 million
Courtyard Altoona	Altoona, Pennsylvania	Concord	8/24/2010	2001	105	\$11.3 million	\$ 107,619	\$6.0 million
Springhill Suites Washington	Washington, Pennsylvania	Concord	8/24/2010	2000	86	\$12.0 million	\$ 139,535	—
Residence Inn Long Island Holtsville	Holtsville, New York	IHM	8/3/2010	2004	124	\$21.3 million	\$ 171,774	—
Residence Inn White Plains	White Plains, New York	IHM	9/23/2010	1982	134	\$21.2 million	\$ 159,398	—
Residence Inn New Rochelle	New Rochelle, New York	IHM	10/5/2010	2000	127	\$21.0 million	\$ 169,355	\$14.5 million
Homewood Suites by Hilton Carlsbad (North San Diego County)	Carlsbad, California	IHM	11/3/2010	2008	145	\$32.0 million	\$ 220,690	\$20.0 million
Residence Inn Garden Grove	Garden Grove, California	IHM	7/14/2011	2003	200	\$43.6 million	\$ 218,000	\$34.0 million
Residence Inn Mission Valley	San Diego, California	IHM	7/14/2011	2003	192	\$52.5 million	\$ 273,438	\$29.6 million
Homewood Suites by Hilton San Antonio River Walk	San Antonio, Texas	IHM	7/14/2011	1996	146	\$32.5 million	\$ 222,603	\$16.9 million
Residence Inn Washington DC	Washington, DC	IHM	7/14/2011	1974	103	\$29.4 million	\$ 280,000	—
Residence Inn Tysons Corner	Vienna, Virginia	IHM	7/14/2011	2001	121	\$37.0 million	\$ 305,785	\$23.1 million
Hampton Inn Portland Downtown	Portland, Maine	IHM	12/27/2012	2011	125	\$28.0 million	\$ 229,508	—
Courtyard Houston	Houston, Texas	IHM	2/5/2013	2010	197	\$34.8 million	\$ 176,395	\$19.1 million
Hyatt Place Pittsburgh North Shore	Pittsburgh, Pennsylvania	IHM	6/17/2013	2010	178	\$40.0 million	\$ 224,719	\$23.3 million
Hampton Inn Exeter	Exeter, New Hampshire	IHM	8/9/2013	2010	111	\$15.2 million	\$ 136,937	—
Hilton Garden Inn Denver Tech	Denver, Colorado	IHM	9/26/2013	1999	180	\$27.9 million	\$ 155,000	—
Residence Inn Bellevue	Bellevue, Washington	IHM	10/31/2013	2008	231	\$71.8 million	\$ 316,883	\$46.9 million
Springhill Suites Savannah	Savannah, Georgia	IHM	12/5/2013	2009	160	\$39.8 million	\$ 248,438	\$30.0 million
Residence Inn Silicon Valley I	Sunnyvale, CA	IHM	6/9/2014	1983	231	\$92.8 million	\$ 401,776	\$64.8 million
Residence Inn Silicon Valley II	Sunnyvale, CA	IHM	6/9/2014	1985	248	\$102.0 million	\$ 411,103	\$70.7 million
Residence Inn San Mateo	San Mateo, CA	IHM	6/9/2014	1985	160	\$72.7 million	\$ 454,097	\$48.6 million
Residence Inn Mountain View	Mountain View, CA	IHM	6/9/2014	1985	112	\$56.4 million	\$ 503,869	\$37.9 million
Hyatt Place Cherry Creek	Glendale, CO	IHM	8/29/2014	1987	194	\$32.0 million	\$ 164,948	—
Courtyard Addison	Addison, TX	IHM	11/17/2014	2000	176	\$24.1 million	\$ 137,178	—
Courtyard West University Houston	Houston, TX	IHM	11/17/2014	2004	100	\$20.1 million	\$ 201,481	—
Residence Inn West University Houston	Houston, TX	IHM	11/17/2014	2004	120	\$29.4 million	\$ 245,363	—
Hilton Garden Inn Burlington	Burlington, MA	IHM	11/17/2014	1975	179	\$33.0 million	\$ 184,392	—
Residence Inn San Diego Gaslamp	San Diego, CA	IHM	2/25/2015	2009	240	\$90.0 million	\$ 375,000	—
Residence Inn Dedham	Dedham, MA	IHM	7/17/2015	2008	81	\$22.0 million	\$ 271,605	—
Residence Inn II Lugano	Fort Lauderdale, FL	IHM	8/17/2015	2013	105	\$33.5 million	\$ 319,048	—
Hilton Garden Inn Marina del Rey	Marina del Rey, CA	IHM	9/17/2015	1998	134	\$45.05 million	\$ 336,194	\$22.51 million
Total					5,678	\$1,314.4 million	\$ 231,489	\$542.3 million

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We lease our headquarters at 222 Lakeview Avenue, Suite 200, West Palm Beach, FL 33401. The lease for our headquarters has an initial term that expires in 2026 and the Company has an option to renew the lease for up to two successive terms of five years each. The Courtyard Altoona hotel is subject to a ground lease with an expiration of April 30, 2029. The Company has an option of up to 12 additional terms of five years each. In connection with the Residence Inn New Rochelle hotel, there are an air rights lease and garage lease that each expire on December 1, 2104. The Residence Inn San Diego Gaslamp hotel is subject to a ground lease with an expiration of January 31, 2065. The Hilton Garden Inn Marina del Rey hotel is subject to a ground lease with an expiration of December 31, 2067. The Residence Inn Il Lugano hotel is subject to a submerged land lease with an expiration of April 1, 2016. Renewal of the submerged land lease is at the sole option of the lessor. In the event the Company is in full compliance with the terms of the submerged land lease, the lessor is required to begin the renewal process.

Item 3. Legal Proceedings

Dollar amounts presented in this Item 1 are in thousands, except per share data.

The nature of the operations of the Company's hotels exposes those hotels, the Company and the Operating Partnership to the risk of claims and litigation in the normal course of their business. An affiliate of the Company is currently a defendant, along with IHM, in a class action lawsuit pending in the San Diego County Superior Court. Two class action lawsuits were filed on April 25, 2012 and February 27, 2013, respectively, and were subsequently consolidated on November 8, 2013 under the title Martinez et al v. Island Hospitality Management, Inc., et al. Case No. 37-2012-00096221-CU-OE-CTL. The class action relates to fifteen hotels operated by IHM in the state of CA and owned by affiliates of the Company, the NewINK JV, the Innkeepers JV, and/or certain third parties. Both complaints in the now consolidated lawsuit allege various wage and hour law violations including unpaid off-the-clock work, failure to provide meal breaks and failure to provide rest breaks. The plaintiffs seek injunctive relief, money damages, penalties, and interest. We are defending our case vigorously. As of December 31, 2015, included in accounts payable and expenses is \$171, which represents an estimate of our exposure to the litigation and is also estimated as the maximum possible loss that the Company may incur.

Item 4. Mine Safety Disclosures

Not applicable.

Part II**Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities****Market Information**

Our common shares began trading on the NYSE, on April 16, 2010 under the symbol "CLDT". The closing price of our common shares on the NYSE on December 31, 2015 was \$20.48 per share. The following table sets forth, for the periods indicated, the high and low closing sales prices per share reported on the NYSE as traded and the cash dividends declared per share:

2015			
	High	Low	Dividends
First quarter	\$ 31.60	\$ 28.02	\$ 0.30
Second quarter	29.86	26.47	0.30
Third quarter	28.69	21.09	0.30
Fourth Quarter	24.28	20.40	0.38 ⁽¹⁾

2014			
	High	Low	Dividends
First quarter	\$ 21.30	\$ 19.85	\$ 0.21
Second quarter	22.95	20.21	0.24
Third quarter	23.41	21.08	0.24
Fourth Quarter	29.61	22.75	0.24

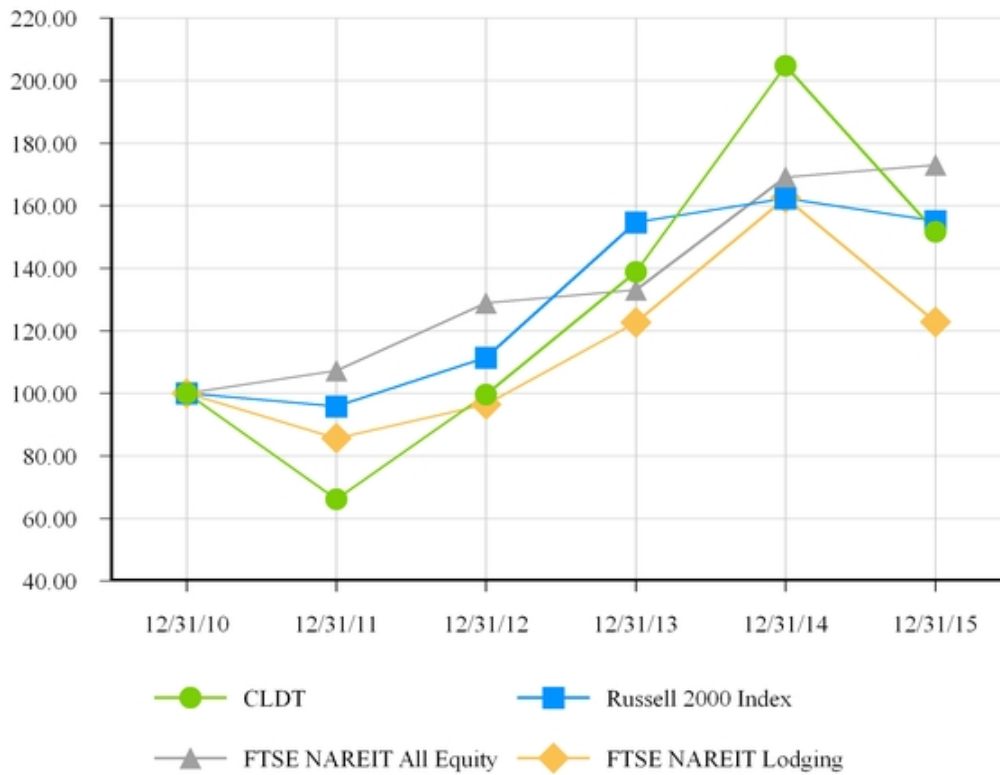
(1) Includes a special dividend payment of \$0.08 per share that was authorized by our Board of Trustees on December 31, 2015 and paid on January 29, 2016 to shareholders of record on January 15, 2016.

The Company's Board of Trustees has authorized a monthly dividend payment of \$0.10 per share for each month in the first quarter of 2016. The January 2016 monthly dividend was paid on February 26, 2016 to shareholders of record on January 29, 2016.

Shareholder Information

On January 31, 2016, there were 104 registered holders of record of our common shares. This figure does not include beneficial owners who hold shares in nominee name. However, because many of our common shares are held by brokers and other institutions, we believe that there are many more beneficial holders of our common shares than record holders. In order to comply with certain requirements related to our qualification as a REIT, our charter, subject to certain exceptions, limits the number of common shares that may be owned by any single person or affiliated group to 9.8% of our outstanding common shares.

	Value of initial investment at December 31, 2010	Value of initial investment at December 31, 2011	Value of initial investment at December 31, 2012	Value of initial investment at December 31, 2013	Value of initial investment at December 31, 2014	Value of initial investment at December 31, 2015
Chatham Lodging Trust	\$ 100.00	\$ 66.11	\$ 99.66	\$ 138.79	\$ 204.78	\$ 151.73
Russell 2000 Index	\$ 100.00	\$ 95.82	\$ 111.49	\$ 154.78	\$ 162.35	\$ 155.18
FTSE NAREIT All Equity REIT Index	\$ 100.00	\$ 107.28	\$ 128.89	\$ 133.02	\$ 169.14	\$ 173.01
FTSE NAREIT Lodging/Resorts Index	\$ 100.00	\$ 85.69	\$ 96.43	\$ 122.64	\$ 162.50	\$ 122.82



The above graph provides a comparison of the cumulative total return on our common shares from December 31, 2010 to the NYSE closing price per share on December 31, 2015 with the cumulative total return on the Russell 2000 Index (the “Russell 2000”), the FTSE NAREIT All Equity REIT Index (the “NAREIT All Equity”) and the NAREIT Lodging/Resorts Index (the “NAREIT Lodging”). The total return values were calculated assuming a \$100 investment on December 31, 2010 with reinvestment of all dividends in (i) our common shares, (ii) the Russell 2000, (iii) the NAREIT All Equity and (iv) the NAREIT Lodging. The total return values include any dividends paid during the period.

Distribution Information

In order to maintain our qualification as a REIT, we must make distributions to our shareholders each year in an amount equal to at least:

- 90% of our REIT taxable income determined without regard to the dividends paid deduction and excluding net capital gains; plus
- 90% of the excess of our net income from foreclosure property over the tax imposed on such income by the Code; minus
- Any excess non-cash income (as defined in the Code).

The following table sets forth information regarding the declaration, payment and income tax characterization of regular distributions by the Company on its common shares for the years ended December 31, 2015 and 2014, respectively:

2015

Month to which distribution relates	Record Date	Payment Date	Common Share Distribution amount	Ordinary Income	Capital Gain
January	1/30/2015	2/27/2015	\$ 0.10	\$ 0.094	\$ 0.006
February	2/27/2015	3/27/2015	0.10	0.094	0.006
March	3/31/2015	4/24/2015	0.10	0.094	0.006
April	4/30/2015	5/29/2015	0.10	0.094	0.006
May	5/29/2015	6/26/2015	0.10	0.094	0.006
June	6/30/2015	7/31/2015	0.10	0.094	0.006
July	7/31/2015	8/28/2015	0.10	0.094	0.006
August	8/31/2015	9/25/2015	0.10	0.094	0.006
September	9/30/2015	10/30/2015	0.10	0.094	0.006
October	10/30/2015	11/27/2015	0.10	0.094	0.006
November	11/30/2015	12/28/2015	0.10	0.094	0.006
December	12/31/2015	1/29/2016	0.10	0.094	0.006
			\$ 1.20	\$ 1.128	\$ 0.072

2014

Month to which distribution relates	Record Date	Payment Date	Common Share Distribution amount	Ordinary Income	Capital Gain
January	1/31/2014	2/28/2014	\$ 0.07	\$ 0.069	\$ 0.001
February	2/28/2014	3/28/2014	0.07	0.069	0.001
March	3/31/2014	4/25/2014	0.07	0.069	0.001
April	4/30/2014	5/30/2014	0.08	0.078	0.002
May	5/30/2014	6/27/2014	0.08	0.078	0.002
June	6/30/2014	7/25/2014	0.08	0.078	0.002
July	7/31/2014	8/29/2014	0.08	0.078	0.002
August	8/29/2014	9/26/2014	0.08	0.078	0.002
September	9/30/2014	10/31/2014	0.08	0.078	0.002
October	10/31/2014	11/28/2014	0.08	0.078	0.002
November	11/28/2014	12/26/2014	0.08	0.078	0.002
December	12/31/2014	1/30/2015	0.08	0.078	0.002
			\$ 0.93	\$ 0.909	\$ 0.021

A special dividend payment of \$0.08 per share was authorized by the Board of Trustees, declared on December 31, 2015 and paid on January 29, 2016 to shareholders of record on January 15, 2016. This special dividend will be taxable to shareholders in 2016 and is not included in the table above for 2015.

Equity Compensation Plan Information

The following table provides information, as of December 31, 2015, relating to our Equity Incentive Plan pursuant to which grants of common share options, share awards, share appreciation rights, performance units, LTIP units and other equity-based awards options may be granted from time to time.

	Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights	Number of Securities Remaining Available for Future Issuance under Equity Compensation Plans
Equity compensation plans approved by security holders ¹	—	—	2,013,791
Equity compensation plans not approved by security holders	—	—	—
Total	—	—	2,013,791

¹ Our Equity Incentive Plan was approved by our company's sole trustee and our company's sole shareholder prior to completion of our IPO. The plan was amended and restated as of May 17, 2013 by our Board of Trustees to increase the maximum number of shares available under the plan to 3,000,000 shares. The amended and restated plan was approved by our shareholders at our 2013 annual meeting of shareholders.

Issuer Purchases of Equity Securities

We do not currently have a repurchase plan or program in place. However, we do provide employees, who have been issued restricted common shares, the option of forfeiting shares to us to satisfy the minimum statutory tax withholding requirements on the date their shares vest. Once shares are forfeited, they are not eligible to be reissued. There were 763 and 867 common shares forfeited in the years ended December 31, 2015 and 2014, respectively, related to such repurchases.

Item 6. Selected Financial Data

The following tables present selected historical financial information as of and for the years ended December 31, 2015, 2014, 2013, 2012 and 2011. The selected historical financial information as of and for the years ended December 31, 2015, 2014, 2013, 2012 and 2011 has been derived from our audited consolidated financial statements. The selected historical financial data should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations," and the financial statements and notes thereto, both included in this Annual Report on Form 10-K.

	Year Ended December 31, 2015	Year Ended December 31, 2014	Year Ended December 31, 2013	Year Ended December 31, 2012	Year Ended December 31, 2011
(In thousands, except share and per-share data)					
Statement of Operations Data:					
Total revenue	\$ 276,950	\$ 197,216	\$ 126,228	\$ 100,464	\$ 73,096
Hotel operating expenses	136,994	100,961	68,596	55,030	42,167
Depreciation and amortization	48,981	34,710	18,249	14,273	11,971
Property taxes, ground rent and insurance	18,581	12,624	8,915	7,088	5,321
General and administrative	11,677	9,852	8,131	7,565	5,802
Hotel property acquisition costs and other charges	1,451	10,381	3,341	236	7,706
Reimbursed costs from unconsolidated real estate entities	3,743	1,992	1,635	1,622	—
Total operating expenses	221,427	170,520	108,867	85,814	72,967
Operating income	55,523	26,696	17,361	14,650	129
Interest and other income	264	108	132	55	22
Interest expense, including amortization of deferred fees	(27,924)	(21,354)	(11,580)	(14,641)	(8,190)
Loss on early extinguishment of debt	(412)	(184)	(933)	—	—
Income (loss) from unconsolidated real estate entities	2,411	(3,830)	(1,874)	(1,439)	(997)
Net gain from remeasurement and sales of investment in unconsolidated real estate entities	3,576	65,750	—	—	—
Income before income tax expense	33,438	67,186	3,106	(1,375)	(9,036)
Income tax expense	(260)	(105)	(124)	(75)	(69)
Net income (loss)	\$ 33,178	\$ 67,081	\$ 2,982	\$ (1,450)	\$ (9,105)
Net income attributable to non-controlling interest	(212)	(208)	—	—	—
Net income (loss) attributable to common shareholders	\$ 32,966	\$ 66,873	\$ 2,982	\$ (1,450)	\$ (9,105)
Income (loss) per Common Share - Basic:					
Net income (loss) attributable to common shareholders	\$ 0.87	\$ 2.32	\$ 0.13	\$ (0.12)	\$ (0.69)
Income (loss) per Common Share - Diluted:					
Net income (loss) attributable to common shareholders	\$ 0.86	\$ 2.30	\$ 0.13	\$ (0.12)	\$ (0.69)
Weighted average number of common shares outstanding:					
Basic	37,917,871	28,531,094	21,035,892	13,811,691	13,280,149
Diluted	38,322,285	28,846,724	21,283,831	13,811,691	13,280,149
Other Data:					
Net cash provided by operating activities	81,842	49,306	31,571	14,885	8,946
Net cash used in investing activities	(182,363)	(452,988)	(235,190)	(13,036)	(112,523)
Net cash provided by financing activities	106,480	414,538	203,344	(2,033)	103,489
Cash dividends declared per common share	1.28	0.93	0.84	0.78	0.70

	As of	As of	As of	As of	As of
	December 31, 2015	December 31, 2014	December 31, 2013	December 31, 2012	December 31, 2011
(In thousands)					
Balance Sheet Data:					
Investment in hotel properties, net	\$ 1,258,452	\$ 1,096,425	\$ 652,877	\$ 426,074	\$ 402,815
Cash and cash equivalents	21,036	15,077	4,221	4,496	4,680
Restricted cash	19,273	12,030	4,605	2,949	5,299
Investment in unconsolidated real estate entities	23,618	28,152	774	13,362	36,003
Hotel receivables (net of allowance for doubtful accounts)	4,433	3,601	2,455	2,098	2,057
Deferred costs, net	8,034	7,514	7,113	6,312	6,350
Prepaid expenses and other assets	5,052	2,300	1,879	1,930	1,502
Total assets	<u>\$ 1,339,898</u>	<u>\$ 1,165,099</u>	<u>\$ 673,924</u>	<u>\$ 457,221</u>	<u>\$ 458,706</u>
Mortgage debt	\$ 542,292	\$ 527,721	\$ 222,063	\$ 159,746	\$ 161,440
Revolving credit facility	65,580	22,500	50,000	79,500	67,500
Accounts payable and accrued expenses	25,100	20,042	12,799	8,488	10,184
Distributions in excess of investments of unconsolidated real estate entities	2,703	—	1,576	—	—
Distributions payable	7,221	2,884	1,950	2,875	2,464
Total liabilities	<u>642,896</u>	<u>573,147</u>	<u>288,388</u>	<u>250,609</u>	<u>241,588</u>
Total shareholders' equity	<u>692,871</u>	<u>588,537</u>	<u>383,369</u>	<u>205,001</u>	<u>216,090</u>
Noncontrolling Interest in Operating Partnership	4,131	3,415	2,167	1,611	1,028
Total liabilities and equity	<u>\$ 1,339,898</u>	<u>\$ 1,165,099</u>	<u>\$ 673,924</u>	<u>\$ 457,221</u>	<u>\$ 458,706</u>

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations**Overview**

Dollar amounts presented in this Item 7 are in thousands, except per share data.

Chatham Lodging Trust ("we," "us" or the "Company") was formed as a Maryland real estate investment trust on October 26, 2009. The Company is internally-managed and was organized to invest primarily in upscale extended-stay and premium-branded select-service hotels. The Company has elected to be taxed as a real estate investment trust for federal income tax purposes ("REIT").

The Company had no operations prior to the consummation of its IPO. The net proceeds from our share offerings are contributed to Chatham Lodging, L.P., our operating partnership (the "Operating Partnership"), in exchange for partnership interests. Substantially all of the Company's assets are held by, and all operations are conducted through, the Operating Partnership. The Company is the sole general partner of the Operating Partnership and owns 100% of the common units of limited partnership interest in the Operating Partnership ("common units"). Certain of the Company's employees hold vested and unvested long-term incentive plan units in the Operating Partnership ("LTIP units"), which are presented as non-controlling interests on our consolidated balance sheets.

From inception through December 31, 2015, the Company has completed the following offerings of its common shares:

Type of Offering ⁽¹⁾	Date	Shares Issued	Price per Share	Gross Proceeds (in thousands)	Net Proceeds (in thousands)
Initial public offering	4/21/2010	8,625,000	\$ 20.00	\$ 172,500	\$ 158,700
Private placement offering ⁽²⁾	4/21/2010	500,000	20.00	10,000	10,000
Follow-on common share offering	2/8/2011	4,000,000	16.00	64,000	60,300
Over-allotment option	2/8/2011	600,000	16.00	9,600	9,100
Follow-on common share offering	1/14/2013	3,500,000	14.70	51,400	48,400
Over-allotment option	1/31/2013	92,677	14.70	1,400	1,300
Follow-on common share offering	6/18/2013	4,500,000	16.35	73,600	70,000
Over-allotment option	6/28/2013	475,823	16.35	7,800	7,400
Follow-on common share offering	9/30/2013	3,250,000	18.35	59,600	56,700
Over-allotment option	10/11/2013	487,500	18.35	8,900	8,500
Follow-on common share offering	9/24/2014	6,000,000	21.85	131,100	125,600
Over-allotment option	9/24/2014	900,000	21.85	19,700	18,900
Follow-on common share offering	1/27/2015	3,500,000	30.00	105,000	103,300
Over-allotment option	1/27/2015	525,000	30.00	15,750	15,500
		36,956,000		\$ 730,350	\$ 693,700

(1) Excludes any shares issued pursuant to the Company's ATM Plan or DRSP.

(2) The Company sold 500,000 common shares to Jeffrey H. Fisher, the Company's Chairman, President and Chief Executive Officer ("Mr. Fisher") in a private placement concurrent with its IPO.

As of December 31, 2015, the Company owned 38 hotels with an aggregate of 5,678 rooms located in 15 states and the District of Columbia. The Company also (i) held a 10.3% noncontrolling interest in a joint venture (the "NewINK JV") with NorthStar Realty Finance Corp. ("NorthStar"), which was formed in the second quarter of 2014 to acquire 47 hotels from a joint venture (the "Innkeepers JV") between the Company and Cerberus Capital Management ("Cerberus"), comprising an aggregate of 6,097 rooms and (ii) held a 10.0% noncontrolling interest in a separate joint venture (the "Inland JV") with NorthStar, which was formed in the fourth quarter of 2014 to acquire 48 hotels from Inland American Real Estate Trust, Inc. ("Inland"), comprising an aggregate of 6,401 rooms. The Company sold its 5.0% noncontrolling interest in a joint venture (the "Torrance JV") with Cerberus that owned the 248-room Residence Inn by Marriott in Torrance, CA on December 30, 2015. We sometimes use the term, "JV's", which refers collectively to, for the period prior to December 31, 2015, the NewINK JV, Inland JV and Torrance JV and, for the period subsequent to December 30, 2015, the NewINK JV and the Inland JV.

To qualify as a REIT, the Company cannot operate its hotels. Therefore, the Operating Partnership and its subsidiaries lease the Company's wholly owned hotels to taxable REIT subsidiary lessees ("TRS Lessees"), which are wholly owned by one of the Company's taxable REIT subsidiary ("TRS") holding companies. The Company indirectly (i) owns its 10.3% interest in 47 of the NewINK JV hotels, (ii) 10% interest in 48 of the Inland JV hotels and (iii) owned its 5% interest in the Torrance JV, which was sold on December 30, 2015, through the Operating Partnership. All of the NewINK JV hotels and Inland JV hotels are, and the Torrance JV hotel was leased to TRS Lessees, in which the Company indirectly owns or owned as applicable, noncontrolling interests through one of its TRS holding companies. Each hotel is leased to a TRS Lessee under a percentage lease that provides for rental payments equal to the greater of (i) a fixed base rent amount or (ii) a percentage rent based on hotel room revenue. The initial term of each of the TRS leases is 5 years. Lease revenue from each TRS Lessee is eliminated in consolidation.

The TRS Lessees have entered into management agreements with third-party management companies that provide day-to-day management for the hotels. As of December 31, 2015, Island Hospitality Management Inc. ("IHM"), which was 51% owned by Mr. Fisher and 45% owned by affiliates of NorthStar Asset Management Group, Inc., managed 36 of the Company's wholly owned hotels and Concord Hospitality Enterprises Company ("Concord") managed two of the Company's wholly owned hotels. As of December 31, 2015, all of the NewINK JV hotels were managed by IHM. As of December 31, 2015, 34 of the Inland JV hotels are managed by IHM and 14 hotels are managed by Marriott International, Inc. ("Marriott"). The Torrance JV hotel was managed by Marriott.

Financial Condition and Operating Performance Metrics

We measure financial condition and hotel operating performance by evaluating financial metrics and measures such as:

- Revenue Per Available Room ("RevPAR"),
- Average Daily Rate ("ADR"),
- Occupancy percentage,
- Funds From Operations ("FFO"),
- Adjusted FFO,
- Earnings before interest, taxes, depreciation and amortization ("EBITDA"),
- Adjusted EBITDA, and
- Hotel EBITDA.

We evaluate the hotels in our portfolio and potential acquisitions using these metrics to determine each hotel's contribution toward providing income to our shareholders through increases in distributable cash flow and increasing long-term total returns through appreciation in the value of our common shares. RevPAR, ADR and occupancy are hotel industry measures commonly used to evaluate operating performance. RevPAR, which is calculated as total room revenue divided by total number of available rooms, is an important metric for monitoring hotel operating performance, and more specifically hotel revenue.

See "Non-GAAP Financial Measures" for a discussion of our use of FFO, Adjusted FFO, EBITDA, Adjusted EBITDA and Hotel EBITDA and a reconciliation of FFO, Adjusted FFO, EBITDA, Adjusted EBITDA and Hotel EBITDA to net income or loss, measurements recognized by generally accepted accounting principles in the United States ("GAAP").

Results of Operations*Industry outlook*

We believe that the hotel industry's performance is correlated to the performance of the economy overall, and specifically key economic indicators such as GDP growth, employment trends, corporate travel and corporate profits. We expect a continuing improvement in the performance of the hotel industry in 2016 as GDP is currently forecast to grow approximately 2.3% in 2016. As reported by Smith Travel Research, monthly industry RevPAR has been higher year over year since March 2010, so we are into the sixth year of RevPAR growth in what some believe will be a longer cycle than those experienced in the past due to the fact that new room supply is forecast to grow only moderately. As a comparison, from 1992 to 2000, the industry saw nine consecutive years of RevPAR growth and from 2003 to 2007 the industry saw five consecutive years of RevPAR growth. As reported by Smith Travel Research, industry RevPAR grew 5.4% in 2013, 8.3% in 2014 and 6.3% in 2015, respectively, compared to the same periods in the respective prior years. Primary hotel franchisor Marriott is projecting 2016 RevPAR growth in North America in a range of 3% to 5%. We are currently projecting RevPAR at our hotels to grow 3% to 4% in 2016 with ADR comprising all of our RevPAR growth.

Comparison of the year ended December 31, 2015 ("2015") to the year ended December 31, 2014 ("2014")

Results of operations for the year ended December 31, 2015 include the operating activities of our 38 wholly owned hotels and our investments in the NewINK JV, Inland JV and Torrance JV. The Torrance JV was sold on December 30, 2015. We owned 34 hotels at December 31, 2014 and our investments in NewINK JV, Inland JV, and Torrance JV as well as the Innkeepers JV, which was owned until June 9, 2014. Accordingly, the comparisons below are influenced by the fact that four wholly owned hotels were owned by us for only a portion of the year ended December 31, 2015. We acquired one hotel in San Diego, CA on February 25, 2015, one hotel in Dedham, MA on July 17, 2015, one hotel in Ft. Lauderdale, FL on August 17, 2015 and one hotel in Marina del Rey, CA on September 17, 2015. Nine wholly owned hotels and the NewINK JV and Inland JV were owned by us for only a portion of the year ended December 31, 2014. We acquired our 10.3% interest in NewINK JV as well as the Innkeepers JV (which is comprised of 47 of the 51 hotels owned by the Innkeepers JV) on June 9, 2014, we acquired four hotels in the Silicon Valley, CA area on June 9, 2014 from the Innkeepers JV, we acquired one hotel in Glendale, CO on August 29, 2014, and we acquired four hotels and our 10% interest in the Inland JV on November 17, 2014.

Revenue

Revenue, which consists primarily of room, food and beverage and other operating revenues from our wholly owned hotels, was as follows for the periods indicated (dollars in thousands):

	Year ended		% Change
	December 31, 2015	December 31, 2014	
Room	\$ 258,137	\$ 184,926	39.6%
Food and beverage	5,536	2,764	100.3%
Other	9,534	7,534	26.5%
Cost reimbursements from unconsolidated real estate entities	3,743	1,992	87.9%
Total revenue	\$ 276,950	\$ 197,216	40.4%

Total revenue was \$276,950 for the year ended December 31, 2015 compared to total revenue of \$197,216 for the 2014 period. Total revenue related to the nine hotels acquired during 2014 contributed \$51,470 of the increase, while the four hotels acquired during 2015 contributed \$19,686 of the increase. Since all of our hotels are select service or limited service hotels, room revenue is the primary revenue source as these hotels do not have significant food and beverage revenue or large group conference facilities. Room revenue was \$258,137 and \$184,926 for the years ended December 31, 2015 and 2014, respectively, with \$48,938 of this increase attributable to the nine hotels acquired in 2014 and \$17,551 attributable to the four hotels acquired in 2015. The remaining \$6,722 of the increase relating to properties owned for all of 2015 and 2014, which represents a 3.6% increase over 2014.

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As reported by Smith Travel Research, industry RevPAR for the years ended December 31, 2015 and 2014 increased 6.3% and 8.3%, respectively, as compared to the years ended December 31, 2014 and 2013. RevPAR at our wholly owned hotels increased 5.8% and 8.2%, respectively, in the 2015 and 2014 periods as compared to the respective prior year periods, regardless of ownership.

Since room revenue is the primary component of total revenue, our revenue results are dependent on maintaining and improving hotel occupancy and ADR at our hotels. Occupancy, ADR, and RevPAR results for the 38 wholly owned hotels are presented in the following table in each period to reflect operation of the hotels regardless of our ownership interest during the periods presented:

	For the year ended		For the year ended	
	December 31, 2015		December 31, 2014	
Occupancy		81.6%		81.6%
ADR	\$	161.00	\$	152.29
RevPAR	\$	131.41	\$	124.22

The RevPAR increase of 5.8% was primarily attributable to an increase in ADR of 5.7%.

Food and beverage revenue was \$5,536 and \$2,764 for the years ended December 31, 2015 and 2014, respectively. For 2015, \$1,744 of the increase relates to the hotels acquired in 2014 and \$567 relates to the 4 hotels acquired in 2015. Food and beverage revenue increased due to the Hyatt Place Cherry Creek and Hilton Garden Inn Burlington hotels acquired in 2014 and the Residence Inn San Diego Gaslamp, Hilton Garden Inn Marina del Rey and Residence Inn Il Lugano hotels acquired in 2015 that have food and beverage operations. Most of our other hotels have limited for sale food and beverage activities.

Other operating revenue, comprised of meeting room, gift shop, in-room movie and other ancillary amenities revenue, was \$9,534 and \$7,534 for the years ended December 31, 2015 and 2014, respectively. Total other operating revenue related to the nine hotels acquired in 2014 contributed \$788 of the increase, while the four hotels acquired in 2015 contributed \$1,569 of the increase.

Cost reimbursements from unconsolidated real estate entities, comprised of payroll costs at the Innkeepers JV (from January 1, 2014 to June 8, 2014), NewINK JV (from June 9, 2014 to December 31, 2015) and Inland JV (from November 17, 2014 to December 31, 2015) where the Company is the employer and an entity which is 2.5% owned by Mr. Fisher (from August 1, 2014 to December 31, 2015), were \$3,743 and \$1,992 for the years ended December 31, 2015 and 2014, respectively. The increase is due to additional employees hired during 2015 and shared office expenses. These cost reimbursements were offset by the reimbursed costs from unconsolidated real estate entities included in operating expenses.

Hotel Operating Expenses

Hotel operating expenses consisted of the following for the periods indicated (dollars in thousands):

	Year ended		% Change
	December 31, 2015	December 31, 2014	
Hotel operating expenses:			
Room	\$ 50,165	\$ 37,516	33.7%
Food and beverage expense	4,127	1,966	109.9%
Telephone expense	1,708	1,304	31.0%
Other expense	2,467	2,056	20.0%
General and administrative	21,101	16,265	29.7%
Franchise and marketing fees	21,240	15,110	40.6%
Advertising and promotions	5,040	3,676	37.1%
Utilities	9,464	7,269	30.2%
Repairs and maintenance	11,722	8,705	34.7%
Management fees	8,742	6,096	43.4%
Insurance	1,218	998	22.0%
Total hotel operating expenses	\$ 136,994	\$ 100,961	35.7%

Hotel operating expenses increased \$36,033 to \$136,994 for the year ended December 31, 2015 from \$100,961 for the year ended December 31, 2014. Overall, total hotel operating expenses increased 35.7%, which is consistent with the increase in revenue from the new hotels as well as from increased revenue at our other hotels. The increase in total hotel operating expenses attributable to the nine hotels acquired in 2014 is \$24,245 while the four hotels acquired in 2015 contributed \$9,340 to the increase. Excluding those hotels, total hotel operating expenses increased \$2,448 or 2.8%, which is less than the increase in revenue. Consequently, the margins for our portfolio of hotels owned during the entirety of both the 2015 and 2014 periods expanded in 2015.

Room expenses, which are the most significant component of hotel operating expenses, increased \$12,649 from \$37,516 in 2014 to \$50,165 in 2015. Total room expenses related to the nine hotels acquired in 2014 contributed \$8,559 to the increase, while the four hotels acquired in 2015 contributed \$3,398 to the increase. Excluding those hotels, room expenses increased \$692 or 2.1%, due primarily to increased hotel employee compensation and benefits.

The remaining hotel operating expenses increased \$23,384 or 36.9%, from \$63,445 in 2014 to \$86,829 in 2015. The number of rooms for the year increased from 5,115 in 2014 to 5,675 rooms in 2015 due to acquisitions. The increase attributable to the nine hotels acquired in 2014 is \$15,656 while the four hotels acquired in 2015 contributed \$5,942 to the increase. Food and beverage expense increased due to the Hyatt Place Cherry Creek and Hilton Garden Inn Burlington hotels acquired in 2014 and the Residence Inn San Diego Gaslamp, Hilton Garden Inn Marina del Rey and Residence Inn Il Lugano hotels acquired in 2015 that have food and beverage operations. Most of our other hotels have limited for sale food and beverage activities.

Depreciation and Amortization

Depreciation and amortization expense increased \$14,271 million from \$34,710 for the year ended December 31, 2014 to \$48,981 for the year ended December 31, 2015. The increase attributable to the nine hotels acquired in 2014 is \$10,860, while the increase attributable to the four hotels acquired in 2015 is \$3,694. Excluding these hotels, depreciation and amortization decreased \$283. Depreciation is recorded on our assets generally 40 years for buildings, 20 years for land improvements, 15 years for building improvements and one to ten years for hotel furniture, fixtures and equipment from the date of acquisition on a straight-line basis. Depreciable lives of hotel furniture, fixtures and equipment are generally between the date of acquisition and the expected date furniture, fixtures and equipment will be replaced. Amortization of franchise fees is recorded on a straight-line basis over the term of the respective franchise agreement.

Property Taxes and Insurance

Total property taxes and insurance expenses increased \$5,957 from \$12,624 for the year ended December 31, 2014 to \$18,581 for the year ended December 31, 2015. The increase related to the nine hotels acquired in 2014, which contributed \$2,982 of the increase, and the four hotels acquired in 2015, which contributed \$2,385 of the increase. The remaining increase of \$590, or 5.5%, for the remaining hotels is due to incremental increases in values and assessments.

General and Administrative

General and administrative expenses principally consist of employee-related costs, including base payroll, bonuses and amortization of restricted stock and awards of LTIP units. These expenses also include corporate operating costs, professional fees and trustees' fees. Total general and administrative expenses (excluding amortization of stock based compensation of \$2,835 and \$2,470 for the years ended December 31, 2015 and 2014, respectively) increased \$1,510, or 20.5%, to \$8,842 in 2015 from \$7,382 in 2014, with the increase due to higher employee compensation of \$914 in 2015 associated with additional employees and incentive compensation, a \$369 increase in professional fees, and a \$155 increase in office expenses.

Hotel Property Acquisition Costs and Other Charges

Hotel property acquisition costs decreased \$8,930 from \$10,381 for the year ended December 31, 2014 to \$1,451 for the year ended December 31, 2015. Expenses during 2014 related primarily to our portion of the expenses related to the recapitalization and sale of the Innkeepers JV, and our acquisition of the four Silicon Valley hotels, the Hyatt Place Cherry Creek hotel and the four Inland hotels. Acquisition-related costs are expensed when incurred. The Company incurred other charges of \$700 in 2015 related to our acquisition of the Residence Inn San Diego Gaslamp, Residence Inn Dedham, Residence Inn Il Lugano and Hilton Garden Inn Marina del Rey hotels and \$372 related to legal fees for a class action lawsuit filed in the State of California.

Reimbursed Costs from Unconsolidated Real Estate Entities

Reimbursed costs from unconsolidated real estate entities, comprised of corporate payroll costs of the Innkeepers JV, NewINK JV and Inland JV and an entity which is 2.5% owned by Mr. Fisher, where the Company is the employer, were \$3,743 and \$1,992 for the years ended December 31, 2015 and 2014, respectively. Reimbursement costs increased due to an increase in the number of employees and shared office expenses. These reimbursed costs were offset by the cost reimbursements from unconsolidated real estate entities included in revenues.

Interest and Other Income

Interest on cash and cash equivalents and other income increased \$156 from \$108 for the year ended December 31, 2014 to \$264 for the year ended December 31, 2015. Of the \$156 increase, \$150 is related to services provided to NorthStar.

Interest Expense, Including Amortization of Deferred Fees

Interest expense increased \$6,570, or 30.8%, from \$21,354 for the year ended December 31, 2014 to \$27,924 for the year ended December 31, 2015. Interest expense is comprised of the following (dollars in thousands):

	Year ended		
	December 31, 2015	December 31, 2014	% Change
Mortgage debt interest	\$ 25,105	\$ 17,748	41.5 %
Credit facility interest	574	1,588	(63.9)%
Other fees	637	485	31.3 %
Amortization of deferred financing costs	1,608	1,533	4.9 %
Total	\$ 27,924	\$ 21,354	30.8 %

The increase in interest expense for the year ended December 31, 2015 is primarily due to interest expense of \$7,810 on loans issued during or subsequent to the first half of 2014 having a principal balance of \$329,075, including the four new loans having an aggregate principal balance of \$222,000 on the four Silicon Valley hotels issued on June 9, 2014, the \$30,000 loan on the Savannah hotel issued on July 2, 2014, the \$16,225 and \$19,950 loans on the Homewood Suites by Hilton Billerica and Homewood Suites by Hilton Carlsbad hotels, respectively, each issued on November 25, 2014, the \$18,300 loan on the Hampton Inn and Suites Houston Medical hotel issued on December 17, 2014 and the \$22,600 loan on the Hilton Garden Inn Marina del Rey hotel assumed on September 17, 2015. The increase was partially offset by \$195 on the Springhill Suites Washington, PA hotel loan that was paid off in March 2015 and lower costs for the Residence Inn Garden Grove hotel loan of \$126 due to refinancing the loan at a lower rate. The increase in deferred financing costs relates to the new loans issued during or subsequent to the year ended December 31, 2015. Interest expense on the Company's revolving credit facilities decreased due to lower utilization for the year ended December 31, 2015 as compared to year ended December 31, 2014.

Loss on Early Extinguishment of Debt

Loss on early extinguishment of debt increased \$228 from a loss of \$184 for the year ended December 31, 2014 compared to a loss of \$412 for the year ended December 31, 2015 due to refinancing one loan in 2014 and entering into a new unsecured revolving credit agreement in November 2015 which replaced the previous secured revolving credit agreement.

Income or (loss) from Unconsolidated Real Estate Entities

Income or (loss) from unconsolidated real estate entities increased \$6,241 from a loss of \$3,830 for the year ended December 31, 2014 to a gain of \$2,411 for the year ended December 31, 2015. The majority of the increase is due primarily to the adjustment for the amortization of the basis difference of the carrying amount of the investment in the Company's share of partner's capital of the NewINK JV (see note 5) of \$600, compared to \$335 in 2014, income on the Inland JV of \$787, which was not owned until November 14, 2014 and income on NewINK JV of \$887, compared to losses in 2014 on the Innkeepers JV, NewINK JV and Inland JV of \$436, \$1,573 and \$2,264, respectively.

Gain on Sale from Unconsolidated Real Estate Entities

Gain on sale from unconsolidated real estate entities decreased \$62,174 from a gain of \$65,750 for the year ended December 31, 2014 to a gain of \$3,576 for the year ended December 31, 2015. The decrease is due to the sale of the Innkeepers JV to NewINK JV in 2014, partially offset by the sale of the Torrance JV in 2015.

Income Tax Expense

Income tax expense decreased \$155 from an expense of \$105 for the year ended December 31, 2014 to an expense of \$260 for the year ended December 31, 2015. We are subject to income taxes based on the taxable income of our TRS holding companies at a combined federal and state tax rate of approximately 40%.

Net Income

Net income was \$33,178 for the year ended December 31, 2015, compared to net income of \$67,081 for the year ended December 31, 2014. The decrease in our net income was due to the factors discussed above.

Material Trends or Uncertainties

We are not aware of any material trends or uncertainties, favorable or unfavorable, that may be reasonably anticipated to have a material impact on either the capital resources or the revenues or income to be derived from the acquisition and operation of properties, loans and other permitted investments, other than those referred to in this section and the risk factors identified in the "Risk Factors" section of this Annual Report on Form 10-K.

Comparison of the year ended December 31, 2014 (“2014”) to the year ended December 31, 2013 (“2013”)

Results of operations for the year ended December 31, 2014 include the operating activities of our 34 wholly owned hotels and our investments in the NewINK JV, Inland JV and the Torrance JV as well as the Innkeepers JV. We owned 25 hotels at December 31, 2013, a 10.3% joint venture interest in the Innkeepers JV and a 5% joint venture interest in the Torrance JV. Accordingly, the comparisons below are influenced by the fact that nine wholly owned hotels and the NewINK JV and Inland JV were owned by us for only a portion of the year ended December 31, 2014. We acquired our 10.3% interest in NewINK JV (which comprises 47 of the 51 hotels owned by the Innkeepers JV) on June 9, 2014, we acquired four hotels in the Silicon Valley, CA area on June 9, 2014 from the Innkeepers JV, we acquired one hotel in Glendale, CO on August 29, 2014, and we acquired four hotels and our 10% interest in the Inland JV on November 17, 2014.

Revenues

Revenue, which consists primarily of the room, food and beverage and other operating revenues from our hotels, was as follows for the periods indicated (dollars in thousands):

	Years Ended		% Change
	December 31, 2014	December 31, 2013	
Room	\$ 184,926	\$ 118,169	56.5%
Food and beverage	2,764	1,311	110.8%
Other	7,534	5,113	47.3%
Cost reimbursements from unconsolidated real estate entities	1,992	1,635	21.8%
Total revenue	\$ 197,216	\$ 126,228	56.2%

Total revenue was \$197,216 for the year ended December 31, 2014 compared to total revenue of \$126,228 for 2013 period. Total revenue related to the six hotels acquired during 2013 contributed \$30,274 of the increase and nine hotels acquired during 2014 contributed \$31,277 of the increase. Since all of our hotels are select service or limited service hotels, room revenue is the primary revenue source as these hotels do not have significant food and beverage revenue or large group conference facilities. Room revenue was \$184,926 and \$118,169 for the years ended December 31, 2014 and 2013, respectively, with \$27,465 of this increase attributable to the six hotels acquired in 2013 and \$30,659 attributable to the nine hotels acquired in 2014. When excluding these 15 hotels, the remaining \$8,633 increase represents a 7.2% increase over 2013.

As reported by Smith Travel Research, industry RevPAR for the years ended December 31, 2014 and 2013 increased 8.3% and 5.4%, respectively, as compared to the respective prior years period December 31, 2015. RevPAR at our wholly owned hotels increased 8.2% and 4.6%, respectively, in the 2014 and 2013 periods as compared to the respective prior periods. Our RevPAR performance in the year ended December 31, 2013 was adversely impacted by renovations that occurred at our Washington, D.C. hotel, which operated without a brand for most of 2013 until it was rebranded to a Residence Inn by Marriott on September 20, 2013. Excluding the Residence Inn Washington D.C. hotel, RevPAR was up 6.3% for the year ended December 31, 2013 as compared to the year ended December 31, 2012.

Since room revenue is the primary component of total revenue, our revenue results are dependent on maintaining and improving hotel occupancy and ADR at our hotels. Occupancy, ADR, and RevPAR results for the 34 wholly owned hotels are presented in the following table in each period to reflect operation of the hotels regardless of our ownership interest during the period presented. Operations at the Hyatt Place Cherry Creek hotel did not begin until October 2013 and, for this reason, have been excluded from the results below:

	For the year ended	
	December 31, 2014	December 31, 2013
Occupancy	81.6%	79.9%
ADR	\$ 150.64	\$ 141.72
RevPAR	\$ 122.91	\$ 113.21

The 8.6% increase in RevPAR was attributable to an increase in ADR of 6.3% and an increase in occupancy of 2.1%.

Food and beverage revenue was \$2,764 and \$1,311 for the years ended December 31, 2014 and 2013, respectively. For 2014, \$1,114 of the increase relates to the Hyatt Place Pittsburgh North Shore, Courtyard Houston and Hilton Garden Inn Denver Tech hotels, which were acquired in 2013, and \$216 relates to the Hyatt Place Cherry Creek and Hilton Garden Inn Burlington hotels, which were acquired in 2014.

Other operating revenue, comprised of meeting room, gift shop, in-room movie and other ancillary amenities revenue, was \$7,534 and \$5,113 for the years ended December 31, 2014 and 2013, respectively. Total other operating revenue related to the six hotels acquired in 2013 contributed \$1,608 of the increase and the nine hotels acquired in 2014 contributed \$323 of the increase. The remaining \$490 increase is attributable to increased occupancy at the 19 comparable hotels.

Cost reimbursements from unconsolidated real estate entities, comprised of payroll costs at the Innkeepers JV (from January 1, 2013 to June 8, 2014), NewINK JV (from June 9, 2014 to December 31, 2014) and Inland JV (from November 17, 2014 to December 31, 2014) where the Company is the employer and an entity which is 2.5% owned by Mr. Fisher (from August 1, 2014 to December 31, 2014), were \$1,992 and \$1,635 for the years ended December 31, 2014 and 2013, respectively. The increase is due to additional employees hired during 2014. These cost reimbursements were offset by the reimbursed costs from unconsolidated real estate entities included in operating expenses.

Hotel Operating Expenses

Hotel operating expenses consisted of the following for the periods indicated (dollars in thousands):

	Years Ended		% Change
	December 31, 2014	December 31, 2013	
Hotel operating expenses:			
Room	\$ 37,516	\$ 25,709	45.9%
Food and beverage expense	1,966	944	108.3%
Telephone expense	1,304	899	45.1%
Other expense	2,056	1,580	30.1%
General and administrative	16,265	11,529	41.1%
Franchise and marketing fees	15,110	9,394	60.8%
Advertising and promotions	3,676	2,782	32.1%
Utilities	7,269	4,955	46.7%
Repairs and maintenance	8,705	6,310	38.0%
Management fees	6,096	3,752	62.5%
Insurance	998	742	34.5%
Total hotel operating expenses	<u>\$ 100,961</u>	<u>\$ 68,596</u>	<u>47.2%</u>

Hotel operating expenses increased \$32,365 to \$100,961 for the year ended December 31, 2014 from \$68,596 for the year ended December 31, 2013. Overall, total hotel operating expenses increased 47.2%, which is consistent with the increase in revenue from the new hotels as well as from increased occupancy at our other hotels. The increase in total hotel operating expenses attributable to the six hotels acquired in 2013 is \$15,504 while the nine hotels acquired in 2014 contributed \$12,939 to the increase. Excluding those hotels, total hotel operating expenses increased \$3,922 or 6.6%, which is less than the increase in revenue. Consequently our margins for our portfolio of hotels owned during the entirety of both the 2014 and 2013 periods expanded in 2014.

Room expenses, which are the most significant component of hotel operating expenses, increased \$11,807 from \$25,709 in 2013 to \$37,516 in 2014. Total room expenses related to the six hotels acquired in 2013 contributed \$5,569 of the increase and the nine hotels acquired in 2014 contributed \$4,527 to the increase. Excluding those hotels, room expenses increased \$1,711 or 7.5%, due primarily to increased hotel employee compensation and benefits.

The remaining hotel operating expenses increased \$20,558 or 47.9%, from \$42,887 in 2013 to \$63,445 in 2014, which increase is consistent with the 42.3% increase in the number of rooms owned in 2014 compared to 2013. The number of rooms owned for the year increased from 3,591 in 2013 to 5,115 rooms in 2014 due to acquisitions. The increase attributable to the six hotels acquired in 2013 is \$9,935 while the nine hotels acquired in 2014 contributed \$8,412 to the increase. Food and beverage expense increased due to the Pittsburgh, Courtyard Houston and Denver Tech hotels that were acquired in 2013 and the Cherry Creek and Burlington hotels acquired in 2014 that have food and beverage operations. Most of our other hotels have limited for sale food and beverage activities.

Depreciation and Amortization

Depreciation and amortization expense increased \$16,461 from \$18,249 million for the year ended December 31, 2013 to \$34,710 for the year ended December 31, 2014. The increase attributable to the six hotels acquired in 2013 is \$5,241, while the increase attributable to the nine hotels acquired in 2014 is \$9,628. Depreciation is recorded on our assets generally over 40 years for buildings, 20 years for land improvements, 15 years for building improvements and one to ten years for hotel furniture, fixtures and equipment from the date of acquisition on a straight-line basis. Depreciable lives of hotel furniture, fixtures and equipment are generally between the date of acquisition and the expected date furniture, fixtures and equipment will be replaced. Amortization of franchise fees is recorded on a straight-line basis over the term of the respective franchise agreement.

Property Taxes and Insurance

Total property taxes and insurance expenses increased \$3,709 from \$8,915 for the year ended December 31, 2013 to \$12,624 for the year ended December 31, 2014. The increase related primarily to the six hotels acquired in 2013, which contributed \$1,662 of the increase, while the nine hotels acquired in 2014 contributed \$1,629 of the increase. The remaining increase of \$418, or 10.8%, for the remaining hotels is due to incremental increase in values and assessments.

General and Administrative

General and administrative expenses principally consist of employee-related costs, including base payroll, bonuses and amortization of restricted stock and awards of LTIP units. These expenses also include corporate operating costs, professional fees and trustees' fees. Total general and administrative expenses (excluding amortization of stock based compensation of \$2,470 and \$2,086 for the years ended December 31, 2014 and 2013, respectively) increased \$1,337, or 23.3%, to \$7,382 in 2014 from \$6,045 in 2013. The increase was due to higher employee compensation of \$992 in 2014 associated with additional employees and incentive compensation and a \$345 increase in franchise and state taxes.

Hotel Property Acquisition Costs and Other Charges

Hotel property acquisition costs increased \$7,040 from \$3,341 for the year ended December 31, 2013 to \$10,381 for the year ended December 31, 2014. Expenses during 2014 related primarily to our portion of the expenses related to the recapitalization and sale of the Innkeepers JV, and our acquisitions of the four Silicon Valley hotels, the Hyatt Place Cherry Creek hotel and the four Inland hotels. Acquisition-related costs are expensed when incurred. The Company incurred other charges of \$1,916 in 2014 related to matters associated with the unsolicited offer from Blue Mountain Capital Management and matters related to its proxy settlement agreement with the HG Vora Group. The expense is primarily comprised of attorney's fees of \$1,066 and financial advisory expenses of \$850.

Reimbursed Costs from Unconsolidated Real Estate Entities

Reimbursed costs from unconsolidated real estate entities, comprised of corporate payroll costs at the Innkeepers JV, NewINK JV, the Inland JV and an entity which is 2.5% owned by Mr. Fisher, where the Company is the employer, were \$1,992 and \$1,635 for the year ended December 31, 2014 and 2013, respectively. These costs are offset by the cost reimbursements from unconsolidated real estate entities included in revenues. These cost reimbursements were offset by the reimbursed costs from unconsolidated real estate entities included in revenues.

Interest and Other Income

Interest on cash and cash equivalents and other income decreased \$24 from \$132 for the year ended December 31, 2013 to \$108 for the year ended December 31, 2014.

Interest Expense, Including Amortization of Deferred Fees

Interest expense increased \$9,774 or 84.4% from \$11,580 for the year ended December 31, 2013 to \$21,354 for the year ended December 31, 2014 due to the 102.2% increase in debt outstanding from the year ended December 31, 2013 to the year ended December 31, 2014. Borrowings increased significantly to fund a portion of the \$462,594 of acquisitions made during 2014. Interest expense is comprised of the following (dollars in thousands):

	Years Ended		% Change
	December 31, 2014	December 31, 2013	
Mortgage debt interest	\$ 17,748	\$ 8,639	105.4 %
Credit facility interest	1,588	1,593	(0.3)%
Other fees	485	258	88.0 %
Amortization of deferred financing costs	1,533	1,090	40.6 %
Total	\$ 21,354	\$ 11,580	84.4 %

The increase in interest expense for the year ended December 31, 2014 as compared to the year ended December 31, 2013, is due to interest expense of \$6,681 on \$306,475 of loans issued in 2014, including the four new loans with an aggregate principal balance of \$222,000 secured by the four Silicon Valley hotels and new loans having an initial aggregate principal balance of \$84,475 secured by the Savannah, Billerica, Houston Medical Center and Carlsbad hotels. Lower credit facility interest is due to a decrease in the weighted average interest rate to 2.66% in 2014 from 2.78% in 2013. The increase in amortization of deferred financing costs relates to the new loans issued in 2014.

Loss on Early Extinguishment of Debt

Loss on early extinguishment of debt decreased \$749 from a loss of \$933 for the year ended December 31, 2013 compared to a loss of \$184 for the year ended December 31, 2014 due to refinancing or paying off four loans in 2013 and one loan in 2014.

Loss from Unconsolidated Real Estate Entities

Loss from unconsolidated real estate entities increased \$1,956 from a loss of \$1,874 for the year ended December 31, 2013 to a loss of \$3,830 for the year ended December 31, 2014. The majority of the increase is due to losses associated with the acquisition of an interest in the Inland JV of \$2,206, which included \$2,196 of acquisition costs during the fourth quarter of 2014.

Gain on Sale from Unconsolidated Real Estate Entities

Gain on sale from unconsolidated real estate entities increased \$65,750 from 2013. The increase is due to the sale of the Innkeepers JV to NewINK JV.

Income Tax Expense

Income tax expense decreased \$19 from an expense of \$124 for the year ended December 31, 2013 to an expense of \$105 for the year ended December 31, 2014. We are subject to income taxes based on the taxable income of our TRS holding companies at a combined federal and state tax rate of approximately 40%.

Net Income

Net income was \$67,081 for the year ended December 31, 2014, compared to a net income of \$2,982 for the year ended December 31, 2013. The increase in our net income was due to the factors discussed above.

Material Trends or Uncertainties

We are not aware of any material trends or uncertainties, favorable or unfavorable, that may be reasonably anticipated to have a material impact on either the capital resources or the revenues or income to be derived from the acquisition and operation of properties, loans and other permitted investments, other than those referred to in this section and the risk factors identified in the “Risk Factors” section of this Annual Report on this Form 10-K.

Non-GAAP Financial Measures

We consider the following non-GAAP financial measures useful to investors as key supplemental measures of our operating performance: (1) FFO, (2) Adjusted FFO, (3) EBITDA, (4) Adjusted EBITDA and (5) Hotel EBITDA. These non-GAAP financial measures should be considered along with, but not as alternatives to, net income or loss as prescribed by GAAP as a measure of our operating performance.

FFO, Adjusted FFO, EBITDA, Adjusted EBITDA and Hotel EBITDA do not represent cash generated from operating activities under GAAP and should not be considered as alternatives to net income or loss, cash flows from operations or any other operating performance measure prescribed by GAAP. FFO, Adjusted FFO, EBITDA, Adjusted EBITDA and Hotel EBITDA are not measures of our liquidity, nor are FFO, Adjusted FFO, EBITDA, Adjusted EBITDA or Hotel EBITDA indicative of funds available to fund our cash needs, including our ability to make cash distributions. These measurements do not reflect cash expenditures for long-term assets and other items that have been and will be incurred. FFO, Adjusted FFO, EBITDA, Adjusted EBITDA and Hotel EBITDA may include funds that may not be available for management’s discretionary use due to functional requirements to conserve funds for capital expenditures, property acquisitions, and other commitments and uncertainties.

We calculate FFO in accordance with standards established by the National Association of Real Estate Investment Trusts (“NAREIT”), which defines FFO as net income or loss (calculated in accordance with GAAP), excluding gains or losses from sales of real estate, impairment write-downs, the cumulative effect of changes in accounting principles, plus depreciation and amortization (excluding amortization of deferred financing costs), and after adjustments for unconsolidated partnerships and joint ventures following the same approach. We believe that the presentation of FFO provides useful information to investors regarding our operating performance because it measures our performance without regard to specified non-cash items such as real estate depreciation and amortization, gain or loss on sale of real estate assets and certain other items that we believe are not indicative of the performance of our underlying hotel properties. We believe that these items are more representative of our asset base and our acquisition and disposition activities than our ongoing operations, and that by excluding the effects of the items, FFO is useful to investors in comparing our operating performance between periods and between REITs that report FFO using the NAREIT definition.

We calculate Adjusted FFO by further adjusting FFO for certain additional items that are not in NAREIT’s definition of FFO, including hotel property acquisition costs and other charges, losses on the early extinguishment of debt and similar items related to our unconsolidated real estate entities that we believe do not represent recurring operations. We believe that Adjusted FFO provides investors with another financial measure that may facilitate comparisons of operating performance between periods and between REITs that make similar adjustments to FFO.

The following is a reconciliation of net income to FFO and Adjusted FFO for the years ended December 31, 2015, 2014 and 2013 (in thousands, except share data):

	For the year ended		
	December 31,		
	2015	2014	2013
Funds From Operations (“FFO”):			
Net income	\$ 33,178	\$ 67,081	\$ 2,982
Noncontrolling interest	(212)	(208)	—
Net gain from remeasurement and sales of investment in unconsolidated real estate entities	(3,576)	(65,750)	—
Loss on the sale of assets within the unconsolidated real estate entity	—	1	252
Depreciation	48,784	34,579	18,162
Adjustments for unconsolidated real estate entity items	7,458	4,902	5,055
FFO attributed to common shareholders	85,632	40,605	26,451
Hotel property acquisition costs and other charges	1,451	10,381	3,341
Loss on early extinguishment of debt	412	184	933
Adjustments for unconsolidated real estate entity items	104	3,932	964
Adjusted FFO attributed to common shareholders	\$ 87,599	\$ 55,102	31,689
Weighted average number of common shares			
Basic	37,917,871	28,531,094	21,035,892
Diluted	38,322,285	28,846,724	21,283,831

Diluted per share count may differ from GAAP per share count when FFO or Adjusted FFO is positive. Unvested restricted shares and unvested LTIP units that could potentially dilute basic earnings per share in the future would not be included in the computation of diluted loss per share for the periods where a loss has been recorded because they would have been anti-dilutive for the periods presented.

We calculate EBITDA for purposes of the credit facility debt covenants as net income or loss excluding: (1) interest expense; (2) provision for income taxes, including income taxes applicable to sale of assets; (3) depreciation and amortization; and (4) unconsolidated real estate entity items including interest, depreciation and amortization excluding gains or losses from sales of real estate. We believe EBITDA is useful to investors in evaluating our operating performance because it helps investors compare our operating performance between periods and between REITs by removing the impact of our capital structure (primarily interest expense) and asset base (primarily depreciation and amortization) from our operating results. In addition, we use EBITDA as one measure in determining the value of hotel acquisitions and dispositions.

We calculate Adjusted EBITDA by further adjusting EBITDA for certain additional items, including hotel property acquisition costs and other charges, gains or losses on the sale of real estate, losses on the early extinguishment of debt, amortization of non-cash share-based compensation and similar items related to our unconsolidated real estate entities which we believe are not indicative of the performance of our underlying hotel properties entities. We believe that Adjusted EBITDA provides investors with another financial measure that may facilitate comparisons of operating performance between periods and between REITs that report similar measures.

The following is a reconciliation of net income to EBITDA and Adjusted EBITDA for the years ended December 31, 2015, 2014 and 2013 (in thousands):

	For the year ended		
	December 31,		
	2015	2014	2013
Earnings Before Interest, Taxes, Depreciation and Amortization (“EBITDA”):			
Net income	\$ 33,178	\$ 67,081	\$ 2,982
Interest expense	27,924	21,354	11,580
Income tax expense	260	105	124
Depreciation and amortization	48,981	34,710	18,249
Adjustments for unconsolidated real estate entity items	15,081	10,211	10,934
Noncontrolling interest	(212)	(208)	—
EBITDA	125,212	133,253	43,869
Hotel property acquisition costs and other charges	1,451	10,381	3,341
Loss on early extinguishment of debt	412	184	933
Adjustments for unconsolidated real estate entity items	136	4,053	964
Net gain from remeasurement and sales of investment in unconsolidated real estate entities	(3,576)	(65,750)	—
Loss on the sale of assets within the unconsolidated real estate entity	—	1	252
Share based compensation	2,835	2,469	2,086
Adjusted EBITDA	\$ 126,470	\$ 84,591	\$ 51,445

We present Hotel EBITDA because we believe it is useful to investors in comparing our hotel operating performance between periods and comparing our Hotel EBITDA margins to those of our peer companies. Hotel EBITDA represents the results of operations for our wholly owned hotels only.

The following is a presentation of Hotel EBITDA for the years ended December 31, 2015, 2014 and 2013 (in thousands):

	For the year ended		
	December 31,		
	2015	2014	2013
Net income	33,178	67,081	2,982
Add:			
Interest expense	27,924	21,354	11,580
Income tax expense	260	105	124
Depreciation and amortization	48,981	34,710	18,249
General and administrative	11,677	9,852	8,131
Hotel property acquisition costs and other charges	1,451	10,381	3,341
Loss from unconsolidated real estate entities	—	3,830	1,874
Loss on early extinguishment of debt	412	184	933
Less:			
Interest and other income	(264)	(108)	(132)
Income from unconsolidated real estate entities	(2,411)	—	—
Net gain from remeasurement and sales of investment in unconsolidated real estate entities	(3,576)	(65,750)	—
Hotel EBITDA	\$ 117,632	\$ 81,639	\$ 47,082

Although we present FFO, Adjusted FFO, EBITDA, Adjusted EBITDA and Hotel EBITDA because we believe they are useful to investors in comparing our operating performance between periods and between REITs that report similar measures, these measures have limitations as analytical tools. Some of these limitations are:

- FFO, Adjusted FFO, EBITDA, Adjusted EBITDA and Hotel EBITDA do not reflect our cash expenditures or future requirements, for capital expenditures or contractual commitments;
- FFO, Adjusted FFO, EBITDA, Adjusted EBITDA and Hotel EBITDA do not reflect changes in, or cash requirements for, our working capital needs;
- FFO, Adjusted FFO, EBITDA, Adjusted EBITDA and Hotel EBITDA do not reflect funds available to make cash distributions;
- EBITDA, Adjusted EBITDA and Hotel EBITDA do not reflect the significant interest expense, or the cash requirements necessary to service interest or principal payments, on our debts;
- Although depreciation and amortization are non-cash charges, the assets being depreciated and amortized may need to be replaced in the future, and FFO, Adjusted FFO, EBITDA, Adjusted EBITDA and Hotel EBITDA do not reflect any cash requirements for such replacements;
- Non-cash compensation is and will remain a key element of our overall long-term incentive compensation package, although we exclude it as an expense when evaluating our ongoing operating performance for a particular period using Adjusted EBITDA;
- Adjusted FFO, Adjusted EBITDA and Hotel EBITDA do not reflect the impact of certain cash charges (including acquisition transaction costs) that result from matters we consider not to be indicative of the underlying performance of our hotel properties; and
- Other companies in our industry may calculate FFO, Adjusted FFO, EBITDA, Adjusted EBITDA and Hotel EBITDA differently than we do, limiting their usefulness as a comparative measure.

In addition, FFO, Adjusted FFO, EBITDA, Adjusted EBITDA and Hotel EBITDA do not represent cash generated from operating activities as determined by GAAP and should not be considered as alternatives to net income or loss, cash flows from operations or any other operating performance measure prescribed by GAAP. FFO, Adjusted FFO, EBITDA, Adjusted EBITDA and Hotel EBITDA are not measures of our liquidity. Because of these limitations, FFO, Adjusted FFO, EBITDA, Adjusted EBITDA and Hotel EBITDA should not be considered in isolation or as a substitute for performance measures calculated in accordance with GAAP. We compensate for these limitations by relying primarily on our GAAP results and using FFO, Adjusted FFO, EBITDA, Adjusted EBITDA and Hotel EBITDA only supplementally. Our consolidated financial statements and the notes to those statements included elsewhere are prepared in accordance with GAAP.

Sources and Uses of Cash

Our principal sources of cash include net cash from operations and proceeds from debt and equity issuances. Our principal uses of cash include acquisitions, capital expenditures, operating costs, corporate expenditures, interest costs and debt repayments and distributions to equity holders.

As of December 31, 2015 and December 31, 2014, we had cash and cash equivalents of approximately \$21,036 and \$15,077, respectively. As of December 31, 2015, we are required to maintain at least a total of \$10,000 of unrestricted cash and cash equivalents under certain non-recourse covenant guarantees related to debt in the NewINK JV and the Inland JV. Additionally, we had \$184,420 available under our \$250,000 senior unsecured revolving credit facility as of December 31, 2015.

For the year ended December 31, 2015, net cash flows provided by operations were \$81,842, driven by net income of \$33,178, offset by \$53,834 of non-cash items, including \$50,587 of depreciation and amortization, \$412 of the extinguishment of debt and \$2,835 of share-based compensation expense. Also offset by \$2,411 related to the income from unconsolidated entities and a net gain from the sale of interests in unconsolidated real estate entities of \$3,576. In addition, changes in operating assets and liabilities due to the timing of cash receipts, payment for real estate taxes, payments of corporate compensation and payments from our hotels resulted in net cash inflow of \$817. Net cash flows used in investing activities were \$182,363, primarily related to the purchase of the Residence Inn San Diego Gaslamp, Residence Inn Dedham, Residence Inn Il Lugano and Hilton Garden Inn Marina del Rey hotels for \$169,447, capital improvements on our 38 wholly owned hotels of \$20,331, \$5,488 related to required escrow deposits included in restricted cash, reduced by distributions of \$12,903 received from unconsolidated real estate entities and distributions from the sale of the Torrance JV. Net cash flows provided by financing activities were \$106,480, comprised of net proceeds of \$120,839 raised from our issuance of common shares in our January 2015 underwritten public offering and through our dividend reinvestment and share purchase plan ("DRSPP"), net borrowing on our unsecured credit facility of \$43,080, principal payments or payoffs on mortgage debt of \$7,999, payments of deferred financing and offering costs of \$4,154, repurchase of vested common shares of \$22 and distributions to shareholders and LTIP unit holders of \$45,264.

For the year ended December 31, 2014, net cash flows provided by operations were \$49,306, driven by net income of \$67,081, offset by \$42,730 of non-cash items, including \$36,242 of depreciation and amortization, \$184 of the extinguishment of debt, \$2,471 of share-based compensation expense and \$3,830 related to the loss from unconsolidated entities, offset by a net gain from the sale of interests in unconsolidated real estate entities of \$65,750. In addition, changes in operating assets and liabilities due to the timing of cash receipts, payment for real estate taxes, payments of corporate compensation and payments from our hotels resulted in net cash inflow of \$5,248. Net cash flows used in investing activities were \$452,988, primarily related to the purchase of the four Silicon Valley hotels, the Cherry Creek hotel and the four hotels acquired from Inland for \$404,737, investment in the Inland JV of \$27,948, capital improvements on our 34 wholly owned hotels of \$14,931, \$7,425 related to required escrow deposits included in restricted cash, reduced by distributions of \$2,053 received from unconsolidated real estate entities. Net cash flows provided by financing activities were \$414,538, comprised of proceeds from the issuance of new mortgage loans of \$340,475, net proceeds of \$150,816 raised from our September 2014 follow-on common share offerings, \$20,736 raised from our ATM Plan, net repayments on our secured credit facility of \$27,500, principal payments or payoffs on mortgage debt of \$34,817, payments of deferred financing and offering costs of \$8,647, distributions to shareholders and LTIP unit holders of \$26,507 and repurchases of vested common shares of \$18.

For the year ended December 31, 2013, net cash and net cash inflows provided by operations were \$31,571, driven by net income of \$2,982, non-cash expenses of \$24,293, changes in operating assets and liabilities in net cash inflow of \$4,296. Net cash flows used in investing activities were \$235,190, primarily related to the purchase of the Courtyard Houston, Pittsburgh, Exeter, Denver Tech, Bellevue and Savannah hotels for \$229,646, capital improvements on our 25 wholly owned hotels of \$16,178, investment in the Torrance JV of \$1,649, \$1,656 related to required escrow deposits of restricted cash, reduced by distributions of \$13,939 from unconsolidated real estate entities. Net cash flows provided by financing activities were \$203,344, comprised primarily of net proceeds of \$192,363 raised from our January, June and September 2013 underwritten public offerings of common shares, and proceeds from the issuance of new mortgage loans of \$164,613, offset by net repayments on our secured credit facility of \$29,500, principal payments or payoffs on mortgage debt of \$102,296, payments of deferred financing costs of \$2,405 and distributions to shareholders of \$19,424.

We paid regular quarterly dividends and distributions on common shares and LTIP units beginning with the third quarter of 2010 through 2012. In January 2013, we changed our dividend payment frequency from a quarterly dividend to a monthly dividend. We declared total dividends of \$0.07 per common share and LTIP unit for each month of 2013. We declared total dividends of \$0.07 per common share and LTIP unit for the first three months of 2014. In April 2014, we changed the monthly dividend and distribution from \$0.07 to \$0.08 per common share and LTIP unit, which we maintained for the remainder of 2014. We declared total dividends of \$0.10 per common share and LTIP unit for each month in 2015. In December 2015, we declared a special dividend of \$0.08 per common share and LTIP unit payable in January 2016. On January 29, 2016, we paid an aggregate of \$6,947 in dividends on our common shares and distributions on our LTIP units attributable to the December 2015 monthly dividend and the January 2016 special dividend.

Liquidity and Capital Resources

We plan to maintain a prudent capital structure and intend to maintain our leverage over the long term at a ratio of net debt to investment in hotels (at cost) (defined as our initial acquisition price plus the gross amount of any subsequent capital investment and excluding any impairment charges) at a level that will be similar to the level at which we currently operate. A subsequent decrease in hotel property values will not necessarily cause us to repay debt to comply with this limitation. Our debt coverage ratios currently are favorable and, as a result, we are comfortable in this leverage range and believe we have the capacity and flexibility to take advantage of acquisition opportunities as they arise. At December 31, 2015, our leverage ratio was approximately 41 percent, which decreased from 44 percent at December 31, 2014. Over time, we intend to finance our growth with free cash flows, debt and issuances of common shares or units, preferred shares or units and debt. Our debt may include mortgage debt collateralized by our hotel properties and unsecured debt.

At December 31, 2015 and 2014, we had \$65,580 and \$22,500, respectively, in borrowings under our revolving credit facilities. At December 31, 2015, the maximum borrowing availability under our senior unsecured revolving credit facility was \$250,000. We also had mortgage debt on individual hotels aggregating \$542,292 and \$527,721 at December 31, 2015 and 2014, respectively.

On November 25, 2015, Chatham Lodging Trust (the "Company"), as parent guarantor, as borrower, entered into a new senior unsecured revolving credit agreement with the lenders party thereto, Barclays Bank PLC, Citigroup Global Markets Inc., Regions Capital Markets and U.S. Bank National Association as joint lead arrangers, Barclays Bank PLC as administrative agent, Regions Bank as syndication agent and Citibank, N.A. and U.S. Bank National Association as co-documentation agents (the "New Credit Agreement"). The New Credit Agreement has an initial maturity date of November 25, 2019, which may be extended for an additional year upon the payment of applicable fees and satisfaction of certain customary conditions. In connection with the entry into the New Credit Agreement, the Company and the Operating Partnership terminated the Amended and Restated Credit Agreement, dated as of November 5, 2012, as amended, among the Company, the Operating Partnership, the lenders party thereto, Barclays Capital Inc. and Regions Capital Markets as joint lead arrangers, Barclays Bank PLC as administrative agent, Regions Bank as syndication agent, Credit Agricole Corporate and Investment Bank, UBS Securities and US Bank National Association as co-documentation agents (the "Existing Credit Agreement"), which was composed of a senior secured revolving credit facility that provided borrowing capacity of up to \$175,000. Proceeds under the New Credit Agreement were used to repay outstanding borrowings under the Existing Credit Agreement. The new senior unsecured revolving credit facility includes limitations on the extent of allowable distributions from the Operating Partnership to the Company not to exceed the greater of 95% of adjusted FFO and the minimum amount of distributions required for the Company to maintain its REIT status. Other key terms are as follows:

Borrowing Capacity:	Up to \$250 million
Accordion feature:	Increase borrowing capacity by up to additional \$150 million
Interest rate:	Floating rate based on LIBOR plus 155-230 basis points, based on leverage ratio
Unused fee:	20 basis points if less than 50% unused, 30 basis points if more than 50% unused
Maximum leverage ratio:	60%
Minimum fixed charge coverage ratio:	1.5x

The senior unsecured revolving credit facility contains representations, warranties, covenants, terms and conditions customary for transactions of this type, including a maximum leverage ratio, a minimum fixed charge coverage ratio and minimum net worth financial covenants, limitations on (i) liens, (ii) incurrence of debt, (iii) investments, (iv) distributions, and (v) mergers and asset dispositions, covenants to preserve corporate existence and comply with laws, covenants on the use of proceeds of the senior unsecured revolving credit facility and default provisions, including defaults for non-payment, breach of representations and warranties, insolvency, non-performance of covenants, cross-defaults and guarantor defaults. We were in compliance with all financial covenants under the new Credit Agreement at December 31, 2015.

In January 2014, we established a \$25 million dividend reinvestment and stock purchase plan ("DRSPP"). Under the DRSPP, shareholders may purchase additional common shares by reinvesting some or all of the cash dividends received on the Company's common shares. Shareholders may also make optional cash purchases of the Company's common shares subject to certain limitations detailed in the prospectus for the DRSPP. As of December 31, 2015 and 2014, respectively, we had issued 5,595 and 2,083 shares under the DRSPP at a weighted average price of \$25.00 and \$24.38 per share, respectively. As of December 31, 2015, there were common shares having a maximum aggregate sales price of approximately \$24,900 available for issuance under the DRSPP.

In January 2014, the Company established an At the Market Equity Offering ("ATM Plan") whereby, from time to time, we may publicly offer and sell up to \$50 million of our common shares by means of ordinary brokers' transactions on the New York Stock Exchange (the "NYSE"), in negotiated transactions or in transactions that are deemed to be "at the market" offerings as defined in Rule 415 under the Securities Act, with Cantor Fitzgerald & Co. ("Cantor") acting as sales agent. On January 13, 2015, the Company entered into a sales agreement with Barclays Capital Inc. ("Barclays") to add Barclays as an additional sales agent under the Company's ATM Plan. As of December 31, 2015 and 2014, respectively, we had issued 880,820 and 880,820 shares under the ATM Plan at a weighted average price of \$23.54 per share in addition to the offerings discussed above. As of December 31, 2015, there were common shares having a maximum aggregate sales price of approximately \$29,300 available for issuance under the ATM Plan.

We expect to meet our short-term liquidity requirements generally through net cash provided by operations, existing cash balances and, if necessary, short-term borrowings under our credit facility or through the encumbrance of any unencumbered hotels. We believe that our net cash provided by operations will be adequate to fund operating obligations, pay interest on any borrowings and fund dividends in accordance with the requirements for qualification as a REIT under the Code. We expect to meet our long-term liquidity requirements, such as hotel property acquisitions and debt maturities or repayments through additional long-term secured and unsecured borrowings, the issuance of additional equity or debt securities or the possible sale of existing assets.

We intend to continue to invest in hotel properties as suitable opportunities arise. We intend to finance our future investments with free cash flow, the net proceeds from additional issuances of common and preferred shares, issuances of common units in our Operating Partnership or other securities, borrowings or asset sales. The success of our acquisition strategy depends, in part, on our ability to access additional capital through other sources. There can be no assurance that we will continue to make investments in properties that meet our investment criteria. Additionally, we may choose to dispose of certain hotels as a means to provide liquidity.

Capital Expenditures

We intend to maintain each hotel property in good repair and condition and in conformity with applicable laws and regulations and in accordance with the franchisor's standards and any agreed-upon requirements in our management and loan agreements. After we acquire a hotel property, we may be required to complete a property improvement plan ("PIP") in order to be granted a new franchise license for that particular hotel property. PIPs are intended to bring the hotel property up to the franchisor's standards. Certain of our loans require that we escrow for property improvement purposes, at the hotels collateralizing these loans, amounts up to 5% of gross revenue from such hotels. We intend to spend amounts necessary to comply with any reasonable loan or franchisor requirement and otherwise to the extent that such expenditures are in the best interest of the hotel. To the extent that we spend more on capital expenditures than is available from our operations, we intend to fund those capital expenditures with available cash and borrowings under our senior unsecured revolving credit facility.

For the years ended December 31, 2015 and 2014, we invested approximately \$20,726 and \$15,264, respectively, on capital projects in our hotels. We expect to invest approximately \$19,000 on capital improvements to our existing hotels in 2016, including improvements required under any brand required PIP.

The Company is planning to develop and expand its Silicon Valley hotels it acquired in June 2014. The expansions are expected to include a new lobby and public spaces in each location. As part of this expansion, the Company is currently moving forward with the 32-room expansion of the Residence Inn Mountain View and we expect to commence the expansions of the two Sunnyvale Residence Inns in late 2016. There is no time table for the San Mateo Residence Inn project. While we do not have final budgets for these projects, we currently anticipate that total expenditures will be approximately \$80 to \$85 million.

Related Party Transactions

We have entered into transactions and arrangements with related parties that could result in potential conflicts of interest. See "Risks Related to Our Business" and Note 13, "Related Party Transactions", to our consolidated financial statements included in this Annual Report on Form 10-K.

Contractual Obligations

The following table sets forth our contractual obligations as of December 31, 2015, and the effect these obligations are expected to have on our liquidity and cash flow in future periods (in thousands). We had no material off-balance sheet arrangements at December 31, 2015 other than non-recourse debt associated with the NewINK JV and Inland JV as discussed below.

Contractual Obligations	Payments Due by Period				
	Total	Less Than One Year	One to Three Years	Three to Five Years	More Than Five Years
Corporate office lease	\$ 8,347	\$ 231	\$ 1,517	\$ 1,604	\$ 4,995
Revolving credit facility, including interest (1)	74,496	1,819	3,638	69,039	—
Ground leases	81,854	1,213	2,432	2,487	75,722
Property loans, including interest (1)	721,781	34,971	58,924	65,573	562,313
Total	\$ 886,478	\$ 38,234	\$ 66,511	\$ 138,703	\$ 643,030

(1) Does not reflect paydowns or additional borrowings under the revolving credit facility after December 31, 2015. Interest payments are based on the interest rate in effect as of December 31, 2015. See Note 6, "Debt" to our consolidated financial statements for additional information relating to our property loans.

In addition, we pay management and franchise fees to our hotel management companies and franchisors based on the revenues of our hotels.

The Company's ownership interests in the NewINK JV and Inland JV are subject to change in the event that either we or NorthStar calls for additional capital contributions to the respective JVs, as applicable, necessary for the conduct of that JV's business, including contributions to fund costs and expenses related to capital expenditures. We manage the NewINK and Inland and will receive a promote interest in the applicable JV if it meets certain return thresholds. NorthStar and Cerberus may also approve certain actions by their respective JV or JVs without the Company's consent, including certain property dispositions conducted at arm's length, certain actions related to the restructuring of the respective JVs and removal of the Company as managing member in the event the Company fails to fulfill its material obligations under the respective joint venture agreements.

In connection with certain non-recourse mortgage loans in the NewINK JV or Inland JV, our Operating Partnership could require us to repay our pro rata share of portions of each respective JV's indebtedness in connection with certain customary non-recourse carve-out provisions such as environmental conditions, misuse of funds and material misrepresentations.

Inflation

Operators of hotels, in general, possess the ability to adjust room rates daily to reflect the effects of inflation. However, competitive pressures may limit the ability of our management companies to raise room rates.

Critical Accounting Policies

We consider the following policies critical because they require estimates about matters that are inherently uncertain, involve various assumptions and require management judgment. The preparation of the consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amount of assets and liabilities at the balance sheet date and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from these estimates and assumptions.

Investment in Hotel Properties

We allocate the purchase prices of hotel properties acquired based on the fair value of the acquired real estate, furniture, fixtures and equipment, identifiable intangible assets and assumed liabilities. In making estimates of fair value for purposes of allocating the purchase price, we utilize a number of sources of information that are obtained in connection with the acquisition of a hotel property, including valuations performed by independent third parties and information obtained about each hotel property resulting from pre-acquisition due diligence. Hotel property acquisition costs, such as transfer taxes, title insurance, environmental and property condition reviews, and legal and accounting fees, are expensed in the period incurred.

Our hotel properties are carried at cost and are depreciated using the straight-line method over the estimated useful lives of the assets, generally 40 years for buildings, 20 years for land improvements, 15 years for building improvements and one to seven years for furniture, fixtures and equipment. Renovations and/or replacements at the hotel properties that improve or extend the life of the assets are capitalized and depreciated over their useful lives, while repairs and maintenance are expensed as incurred. Upon the sale or retirement of property and equipment, the cost and related accumulated depreciation are removed from the Company's accounts and any resulting gain or loss is recognized in the consolidated statements of operations.

Our hotel properties are reviewed for impairment whenever events or changes in circumstances indicate that the carrying value of the hotel properties may not be recoverable. Events or circumstances that may cause a review include, but are not limited to, adverse changes in the demand for lodging at the properties due to declining national or local economic conditions and/or new hotel construction in markets where the hotels are located. When this conditions exist, management will perform an analysis to determine if the estimated undiscounted future cash flows, without interest charges, from operations and the proceeds from the ultimate disposition of a hotel property exceed its carrying value. If the estimated undiscounted future cash flows are less than the carrying amount, an adjustment to reduce the carrying amount to the related hotel property's estimated fair market value is recorded and an impairment loss recognized. As of December 31, 2015 and 2014, we had no hotels that were impaired.

For properties the Company considers held for sale, depreciation and amortization are no longer recorded and the value the properties is recorded at the lower of depreciated cost or fair value, less costs to sell. If circumstances arise that were previously considered unlikely, and, as a result, the Company decides not to sell a property previously classified as held for sale, the Company will reclassify such property as held and used. Such property is measured at the lower of its carrying amount (adjusted for any depreciation and amortization expense that would have been recognized had the property been continuously classified as held and used) or fair value at the date of the subsequent decision not to sell. The Company classifies properties as held for sale when all criteria within the Financial Accounting Standards Board's ("FASB") guidance on the impairment or disposal of long-lived assets are met. As of December 31, 2015, we had no hotel properties held for sale.

Investment in Unconsolidated Real Estate Entities

If it is determined that the Company does not have a controlling interest in a joint venture, either through its financial interest in a variable investment entity ("VIE") or in a voting interest entity, the equity method of accounting is used if the company has the ability to exercise significant influence. Under this method, the investment, originally recorded at cost, is adjusted to recognize the Company's share of net earnings or losses of the affiliates as they occur rather than as dividends or other distributions are received, advances to and commitments for the investee.

Investment in unconsolidated real estate entities are accounted for under the equity method of accounting and the Company records its equity in earnings or losses under the hypothetical liquidation of book value ("HLBV") method of accounting due to the structures and the preferences we receive on the distributions from the joint ventures pursuant to the joint venture agreements. Under this method, the Company recognizes income and loss in each period based on the change in liquidation proceeds we would receive from a hypothetical liquidation of our investment based on depreciated book value. Therefore, income or loss may be allocated disproportionately as compared to the ownership percentages due to specified preferred return rate thresholds and may be more or less than actual cash distributions received and more or less than what the Company may receive in the event of an actual liquidation. In the event a basis difference is created between the carrying amount of the Company's share of partner's capital, the resulting amount is allocated based on the assets of the investee and, if assigned to depreciable or amortizable assets, then amortized as a component of income (loss) from unconsolidated real estate entities.

The Company periodically reviews the carrying value of its investment in unconsolidated joint ventures to determine if circumstances indicate impairment to the carrying value of the investment that is other than temporary. When an impairment indicator is present, the Company will estimate the fair value of the investment. The Company's estimate of fair value takes into consideration factors such as expected future operating income, trends and prospects, as well as other factors. This determination requires significant estimates by management, including the expected cash flows to be generated by the assets owned and operated by the joint venture. To the extent impairment has occurred, the loss will be measured as the excess of the carrying amount over the fair value of the Company's investment in the unconsolidated joint venture.

Revenue Recognition

Revenue from hotel operations is recognized when rooms are occupied and when services are provided. Revenue consists of amounts derived from hotel operations, including sales from room, meeting room, gift shop, in-room movie and other ancillary amenities. Sales, use, occupancy, and similar taxes are collected and presented on a net basis (excluded from revenues) in the accompanying consolidated statements of operations.

Share-Based Compensation

We measure compensation expense for the restricted share awards based upon the fair market value of our common shares at the date of grant. The Company measures compensation expense for the LTIP and Class A Performance units based upon the Monte Carlo approach using volatility, dividend yield and a risk free interest rate in the valuation. Compensation expense is recognized on a straight-line basis over the vesting period and is included in general and administrative expense in the accompanying consolidated statement of operations. We pay dividends on vested and nonvested restricted shares, except for performance-based shares for which dividends on unvested shares are not paid until these shares are vested. The Company has also issued Class A Performance LTIP units from time to time as part of its compensation plan. Prior to vesting, holders of Class A Performance LTIP Units will not be entitled to vote their Class A Performance LTIP units. In addition, under the terms of the Class A Performance LTIP units, a holder of a Class A Performance LTIP unit will generally (i) be entitled to receive 10% of the distributions made on a common unit of the Operating Partnership during the period prior to vesting of such Class A Performance LTIP unit (the "Pre-Vesting Distributions"), (ii) be entitled, upon the vesting of such Class A Performance LTIP unit, to receive a special one-time "catch-up" distribution equal to the aggregate amount of distributions that were paid on a common unit during the period prior to vesting of such Class A Performance LTIP unit minus the aggregate amount of Pre-Vesting Distributions paid on such Class A

Performance LTIP unit, and (iii) be entitled, following the vesting of such Class A Performance LTIP unit, to receive the same amount of distributions paid on a common unit of the Operating Partnership.

Income Taxes

We elected to be taxed as a REIT for federal income tax purposes commencing with our 2010 taxable year. In order to qualify as a REIT under the Code, we must meet certain organizational and operational requirements, including a requirement to distribute at least 90% of our annual REIT taxable income to our shareholders (which is computed without regard to the dividends paid deduction or net capital gain and which does not necessarily equal net income as calculated in accordance with GAAP). As a REIT, we generally will not be subject to federal income tax to the extent we currently distribute our taxable income to our shareholders. If we fail to qualify as a REIT in any taxable year, we will be subject to federal income tax on our taxable income at regular corporate income tax rates and generally will not be permitted to qualify for treatment as a REIT for federal income tax purposes for the four taxable years following the year during which qualification is lost unless the IRS grants us relief under certain statutory provisions. Such an event could materially adversely affect our net income and net cash available for distribution to shareholders. However, we believe we have been organized and that we operate in such a manner as to qualify for treatment as a REIT.

Recently Issued Accounting Standards

On May 28, 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers*, which requires an entity to recognize the amount of revenue to which it expects to be entitled for the transfer of promised goods or services to customers. ASU No. 2014-09 will replace most existing revenue recognition guidance under GAAP when it becomes effective. The standard permits the use of either the retrospective or cumulative effect transition method. In July 2015, the FASB voted to defer the effective date to January 1, 2018 with early adoption beginning January 1, 2017. The Company is evaluating the effect that ASU No. 2014-09 will have on its consolidated financial statements and related disclosures. The Company has not yet selected a transition method nor has it determined the effect of the standard on its financial statements.

In August 2014, the FASB issued ASU No. 2014-15, *Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern*, which requires management to perform interim and annual assessments of an entity's ability to continue within one year of the date the financial statements are issued and provides guidance on determining when and how to disclose going concern uncertainties in the financial statements. Certain disclosures will be required if conditions give rise to substantial doubt about an entity's ability to continue as a going concern. This guidance is effective for the Company on January 1, 2017 and will not have an impact on the Company's financial position, results of operations or cash flows.

In February 2015, the FASB issued ASU No. 2015-02, *Amendments to the Consolidation Analysis*, which requires amendments to both the VIE and voting models. The amendments (i) rescind the indefinite deferral of certain aspects of accounting standards relating to consolidations and provide a permanent scope exception for registered money market funds and similar unregistered money market funds, (ii) modify the identification of variable interest (fees paid to a decision maker or service provider), the VIE characteristics for a limited partnership or similar entity and primary beneficiary determinations under the VIE model, and (iii) eliminate the presumption within the current voting model that a general partner controls a limited partnership or similar entity. The new guidance is effective for annual reporting periods, and interim periods within those annual periods, beginning after December 15, 2015 with early adoption permitted. The amendments may be applied using either a modified retrospective or full retrospective approach. The new standard will be effective for the Company on January 1, 2016 and will not have a material impact on the Company's financial position, results of operations or cash flows.

On April 7, 2015, the FASB issued ASU No. 2015-03, *Simplifying the Presentation of Debt Issuance Costs*, which requires debt issuance costs to be presented in the balance sheet as a direct deduction from the carrying value of the debt liability. This standard is effective for fiscal years beginning after December 15, 2015 with early adoption permitted and will be applied on a retrospective basis. Supplemental to ASU 2015-03, on August 16, 2015, the FASB issued Accounting Standards Update 2015-15, *Presentation and Subsequent Measurement of Debt Issuance Costs Associated with Line-of-Credit Arrangements* -Amendments to SEC Paragraphs Pursuant to Staff Announcement at June 18, 2015 EITF Meeting, which clarifies that debt issuance costs attributable to line-of-credit arrangements can be presented as an asset and amortized ratably over the life of the revolving debt arrangement, regardless of whether there is an outstanding balance thereunder. This methodology is consistent with the Company's historical treatment of such costs. The new standard will be effective for the Company on January 1, 2016 and will not have a material impact on the Company's financial position, results of operations or cash flows.

In September 2015, the FASB issued ASU No. 2015-16, *Simplifying the Accounting for Measurement-Period Adjustments*, which eliminates the requirement to restate prior period financial statements for measurement period adjustments. The new guidance requires an entity to recognize the adjustments to provisional amounts identified during the measurement period in the reporting period in which the adjustments are determined. In addition, the adjustments must be disclosed by income statement line item either on the face of the income statement or in the footnotes as if the adjustment to the provisional amounts had been recorded as of the acquisition date. The amendment is effective prospectively for interim and annual periods beginning after December 15, 2015, with early adoption permitted for financial statements that have not been issued. We do not expect the new standard will have a significant impact on our consolidated financial statements.

Item 7A. Quantitative and Qualitative Disclosures about Market Risk.

Dollar amounts presented in this Item 7A are in thousands, except per share data.

We may be exposed to interest rate changes primarily as a result of our assumption of long-term debt in connection with our acquisitions. Our interest rate risk management objectives are to limit the impact of interest rate changes on earnings and cash flows and to lower overall borrowing costs. To achieve these objectives, we will seek to borrow primarily at fixed rates or variable rates with the lowest margins available and, in some cases, with the ability to convert variable rates to fixed rates. With respect to variable rate financing, we will assess interest rate risk by identifying and monitoring changes in interest rate exposures that may adversely impact expected future cash flows and by evaluating hedging opportunities.

The Company estimates the fair value of its fixed rate debt by discounting the future cash flows of each instrument at estimated market rates. Rates take into consideration general market conditions, maturity and fair value of the underlying collateral. The estimated fair value of the Company's fixed rate debt at December 31, 2015 and December 31, 2014 was \$522,904 and \$542,538, respectively.

At December 31, 2015, our consolidated debt was comprised of floating and fixed interest rate debt. The fair value of our fixed rate debt indicates the estimated principal amount of debt having the same debt service requirements that could have been borrowed at the date presented, at then current market interest rates. The following table provides information about the maturities of our financial instruments that are sensitive to changes in interest rates (in thousands):

	2016	2017	2018	2019	2020	Thereafter	Total	Fair Value
Floating rate:								
Debt	—	—	—	—	\$ 65,580	—	\$ 65,580	\$ 65,574
Average interest rate (1)	—	—	—	—	1.93%	—	1.93%	
Fixed rate:								
Debt	\$9,868	\$4,302	\$5,374	\$ 7,340	\$ 9,899	\$505,508	\$ 542,291	\$ 522,713
Average interest rate	5.49%	4.76%	4.69%	4.68%	4.67%	4.65%	4.67%	

(1) Weighted average LIBOR of 0.27% plus a margin of 1.65% at December 31, 2015.

We estimate that a hypothetical 100 basis points increase in the variable interest rate would result in additional interest expense of approximately \$655 annually. This assumes that the amount outstanding under our floating rate debt remains \$65,580, the balance as of December 31, 2015.

Item 8. Consolidated Financial Statements and Supplementary Data

See our Consolidated Financial Statements and the Notes thereto beginning at page F-1 included in Item 15, which are incorporated herein by reference.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.

None.

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, we have evaluated the effectiveness of the design and operation of our disclosure controls and procedures pursuant to Exchange Act Rule 13a-15(b) as of the end of the period covered by this report. Based on that evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that these disclosure controls and procedures were effective to provide reasonable assurance that information required to be disclosed by us in reports we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management to allow timely decisions regarding required disclosure.

Changes in Internal Control over Financial Reporting

There have been no changes in our internal control over financial reporting that occurred during the last fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Management Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles.

Our management assessed the effectiveness of our internal control over financial reporting as of December 31, 2015. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in "Internal Control-Integrated Framework" (2013 framework). Based on our assessment, management has concluded that, as of December 31, 2015, our internal control over financial reporting is effective, based on those criteria.

The effectiveness of our internal control over financial reporting as of December 31, 2015, has been audited by PricewaterhouseCoopers LLP, an independent registered certified public accounting firm, as stated in their report, which appears on page F-2 of this Annual Report on Form 10-K.

Item 9B. Other Information

None.

Part III

Item 10. Trustees, Executive Officers and Corporate Governance

The information required by this item is incorporated by reference to the Company's Proxy Statement for the 2016 Annual Meeting of Shareholders to be held on May 19, 2016.

Item 11. Executive Compensation

The information required by this item is incorporated by reference to the Company's Proxy Statement for the 2016 Annual Meeting of Shareholders to be held on May 19, 2016.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The information required by this item is incorporated by reference to the Company's Proxy Statement for the 2016 Annual Meeting of Shareholders to be held on May 19, 2016.

Item 13. Certain Relationships and Related Transactions, and Trustee Independence

The information required by this item is incorporated by reference to the Company's Proxy Statement for the 2016 Annual Meeting of Shareholders to be held on May 19, 2016.

Item 14. Principal Accountant Fees and Services

The information required by this item is incorporated by reference to the Company's Proxy Statement for the 2016 Annual Meeting of Shareholders to be held on May 19, 2016.

PART IV

Item 15, Exhibits and Financial Statement Schedules

1. Financial Statements

Included herein at pages F-1 through F-7

2. Financial Statement Schedules

The following financial statement schedule is included herein at page F-39:

Schedule III - Real Estate and Accumulated Depreciation

2(a). Individual financial statements of entities accounted for by the equity method that qualify as significant subsidiaries for the year ended December 31, 2015 have either been included as an exhibit herein or it has been determined that inclusion of such financial statements is not required at this time. Audited financial statements of INK Acquisitions LLC and Affiliates and IHP I Owner JV, LLC and Affiliates, will be filed as an exhibit to an amended Form 10-K within 90 days of their December 31, 2015 fiscal year end.

All other schedules for which provision is made in Regulation S-X are either not required to be included herein under the related instructions or are inapplicable or the related information is included in the footnotes to the applicable financial statement and, therefore, have been omitted.

3. Exhibits

A list of exhibits required to be filed as part of this report on Form 10-K is set forth in the Exhibit Index, which immediately follows this item and is incorporated by reference herein.

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
3.1	Articles of Amendment and Restatement of Chatham Lodging Trust
3.2	Second Amended and Restated Bylaws of Chatham Lodging Trust ⁽¹⁾
10.1*	Chatham Lodging Trust Equity Incentive Plan, Amended and Restated as of May 17, 2013 ⁽²⁾
10.2*	Employment Agreement between Chatham Lodging Trust and Jeffrey H. Fisher
10.3*	Employment Agreement between Chatham Lodging Trust and Peter Willis
10.4*	Employment Agreement between Chatham Lodging Trust and Dennis M. Craven
10.5*	Employment Agreement between Chatham Lodging Trust and Jeremy Wegner ⁽³⁾
10.6*	First Amendment to Employment Agreement of Peter Willis dated January 30, 2015 ⁽⁴⁾
10.7*	First Amendment to Employment Agreement of Dennis Craven dated January 30, 2015 ⁽⁴⁾
10.8*	Form of Indemnification Agreement between Chatham Lodging Trust and its officers and trustees ⁽⁵⁾
10.9*	Form of LTIP Unit Vesting Agreement ⁽⁵⁾
10.10*	Form of Share Award Agreement for Trustees ⁽⁵⁾
10.11*	Form of Share Award Agreement for Officers ⁽⁶⁾
10.12*	Share Award Agreement, dated as of May 17, 2013, between Chatham Lodging Trust and Jeffrey H. Fisher (Performance-Based Share Awards) ⁽⁷⁾
10.13*	Share Award Agreement, dated as of May 17, 2013, between Chatham Lodging Trust and Dennis M. Craven (Performance-Based Share Awards) ⁽⁷⁾
10.14*	Share Award Agreement, dated as of May 17, 2013, between Chatham Lodging Trust and Peter Willis (Performance-Based Share Awards) ⁽⁷⁾
10.15*	Share Award Agreement, dated as of January 31, 2014, between Chatham Lodging Trust and Jeffrey H. Fisher ⁽⁸⁾
10.16*	Share Award Agreement, dated as of January 31, 2014, between Chatham Lodging Trust and Dennis M. Craven ⁽⁸⁾
10.17*	Share Award Agreement, dated as of January 31, 2014, between Chatham Lodging Trust and Peter Willis ⁽⁸⁾
10.18*	Share Award Agreement, dated as of January 31, 2014, between Chatham Lodging Trust and Jeffrey H. Fisher (Performance-Based Share Awards) ⁽⁸⁾
10.19*	Share Award Agreement, dated as of January 31, 2014, between Chatham Lodging Trust and Dennis M. Craven (Performance-Based Share Awards) ⁽⁸⁾
10.20*	Share Award Agreement, dated as of January 31, 2014, between Chatham Lodging Trust and Peter Willis (Performance-Based Share Awards) ⁽⁸⁾
10.21*	Share Award Agreement, dated as of January 30, 2015, between Chatham Lodging Trust and Jeffrey H. Fisher ⁽⁹⁾
10.22*	Share Award Agreement, dated as of January 30, 2015, between Chatham Lodging Trust and Dennis M. Craven ⁽⁹⁾
10.23*	Share Award Agreement, dated as of January 30, 2015, between Chatham Lodging Trust and Peter Willis ⁽⁹⁾
10.24*	Share Award Agreement, dated as of January 30, 2015, between Chatham Lodging Trust and Jeffrey H. Fisher (Performance-Based Share Awards) ⁽⁹⁾
10.25*	Share Award Agreement, dated as of January 30, 2015, between Chatham Lodging Trust and Dennis M. Craven (Performance-Based Share Awards) ⁽⁹⁾

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10.26*	Share Award Agreement, dated as of January 30, 2015, between Chatham Lodging Trust and Peter Willis (Performance-Based Share Awards) ⁽⁹⁾
10.27*	Share Award Agreement, dated as of June 1, 2015, between Chatham Lodging Trust and Jeremy Wegner ⁽¹⁰⁾
10.28*	LTIP Unit Award Agreement, dated as of June 1, 2015, between Chatham Lodging Trust, Chatham Lodging, L.P. and Jeffrey Fisher (Outperformance Plan) ⁽¹¹⁾
10.29*	LTIP Unit Award Agreement, dated as of June 1, 2015, between Chatham Lodging Trust, Chatham Lodging, L.P. and Dennis Craven (Outperformance Plan) ⁽¹²⁾
10.30*	LTIP Unit Award Agreement, dated as of June 1, 2015, between Chatham Lodging Trust, Chatham Lodging, L.P. and Peter Willis (Outperformance Plan) ⁽¹³⁾
10.31	Agreement of Limited Partnership of Chatham Lodging, L.P. ⁽⁵⁾
10.32	First Amendment to the Agreement of Limited Partnership of Chatham Lodging, L.P. ⁽¹⁰⁾
10.33	Form of IHM Hotel Management Agreement ⁽⁵⁾
10.34	Third Amended and Restated Limited Liability Company Agreement of INK Acquisition LLC, dated as of June 9, 2014, by and between Platform Member-T, LLC and Chatham Lodging, L.P. ⁽¹⁴⁾
10.35	Second Amended and Restated Limited Liability Company Agreement of INK Acquisition III, LLC, dated as of June 9, 2014, by and between Platform Member Holdings-T Cam2, LLC and Chatham TRS Holding, Inc. ⁽¹⁴⁾
10.36	Loan Agreement, dated as of June 9, 2014, between Grand Prix Sili II, LLC, as borrower, and JP Morgan Chase Bank, National Association, as lender. ⁽¹⁴⁾
10.37	Sales Agreement, dated January 31, 2014, by and among Chatham Lodging Trust, Chatham Lodging, L.P. and Cantor Fitzgerald & Co. ⁽¹⁵⁾
10.38	Limited Liability Company Agreement of IHP I Owner JV, LLC, dated as of November 17, 2014, by and between Platform Member II-T, LLC and Chatham IHP, LLC. ⁽¹⁶⁾
10.39	Limited Liability Company Agreement of IHP I Owner OPs JV, LLC, dated as of November 17, 2014, by and between Platform Member Holdings II-T Cam2, LLC and Chatham TRS Holding, Inc. ⁽¹⁶⁾
10.40	Sales Agreement, dated January 13, 2015 by and among Chatham Lodging Trust, Chatham Lodging, L.P. and Barclays Capital Inc. ⁽¹⁷⁾
10.41	Credit Agreement, dated as of November 25, 2015, among Chatham Lodging Trust, Chatham Lodging, L.P., the lenders party thereto and Barclays Bank PLC, as administrative agent ⁽¹⁸⁾
10.42*	Form of 2016 Time-Based LTIP Unit Award Agreement
10.43*	Form of 2016 Performance-Based LTIP Unit Award Agreement.
12.1	Statement of computation of ratio of earnings to fixed charges and preferred share dividends
21.1	List of Subsidiaries of Chatham Lodging Trust
23.1	PricewaterhouseCoopers LLP Consent to include Report on Financial Statements of Chatham Lodging Trust
31.1	Certification of Chief Executive Officer pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934, as amended, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification of Chief Financial Officer pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934, as amended, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1	Certification of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS**	XBRL Instance Document
101.SCH**	XBRL Taxonomy Extension Schema Document
101.CAL**	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF**	XBRL Taxonomy Extension Definition Linkbase Document

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101.LAB** XBRL Taxonomy Extension Label Linkbase Document

101.PRE** XBRL Taxonomy Extension Presentation Linkbase Document

* Denotes management contract or compensation plan or arrangement in which trustees or officers are eligible to participate.

** Submitted electronically herewith. Attached as Exhibit 101 to this report are the following documents formatted in XBRL (Extensible Business Reporting Language): (i) Consolidated Balance Sheets at December 31, 2015 and 2014; (ii) Consolidated Statements of Operations for the years ended December 31, 2015, 2014 and 2013; (iii) Consolidated Statements of Equity for the years ended December 31, 2015, 2014 and 2013; (iv) Consolidated Statements of Cash Flows for the years ended December 31, 2015, 2014 and 2013; and (v) Notes to the Consolidated Financial Statements.

- (1) Incorporated by reference to the Registrant's Current Report on Form 8-K filed with the SEC on April 21, 2015 (File No. 001-34693).
- (2) Incorporated by reference to the Registrant's Definitive Proxy Statement on Schedule 14A filed on April 15, 2013 (File No. 001-34693).
- (3) Incorporated by reference to the Registrant's Current Report on Form 8-K filed with the SEC on May 5, 2015 (File No. 001-34693).
- (4) Incorporated by reference to the Registrant's Current Report on Form 8-K filed with the SEC on February 5, 2015 (File No. 001-34693).
- (5) Incorporated by reference to Amendment No. 4 to the Registrant's Registration Statement on Form S-11 filed with the SEC on February 12, 2010 (File No. 333-162889).
- (6) Incorporated by reference to the Registrant's Quarterly Report on Form 10-Q filed with the SEC on August 13, 2010 (File No. 001-34693).
- (7) Incorporated by reference to the Registrant's Quarterly Report on Form 10-Q filed with the SEC on August 8, 2013 (File No. 001-34693).
- (8) Incorporated by reference to the Registrant's Quarterly Report on Form 10-Q filed with the SEC on May 9, 2014 (File No. 001-34693).
- (9) Incorporated by reference to the Registrant's Quarterly Report on Form 10-Q filed with the SEC on May 8, 2015 (File No. 001-34693).
- (10) Incorporated by reference to the Registrant's Quarterly Report on Form 10-Q filed with the SEC on August 6, 2015 (File No. 001-34693).
- (11) Incorporated by reference to Exhibit 10.2 to the Registrant's Quarterly Report on Form 10-Q filed with the SEC on August 6, 2015 (File No. 001-34693).
- (12) Incorporated by reference to Exhibit 10.3 to the Registrant's Quarterly Report on Form 10-Q filed with the SEC on August 6, 2015 (File No. 001-34693).
- (13) Incorporated by reference to Exhibit 10.4 to the Registrant's Quarterly Report on Form 10-Q filed with the SEC on August 6, 2015 (File No. 001-34693).
- (14) Incorporated by reference to the Registrant's Quarterly Report on Form 10-Q filed with the SEC on August 11, 2014 (File No. 001-34693).
- (15) Incorporated by reference to the Registrant's Current Report on Form 8-K filed with the SEC on January 31, 2014 (File No. 001-34693).
- (16) Incorporated by reference to the Registrant's Current Report on Form 8-K filed with the SEC on November 20, 2014 (File No. 001-34693).
- (17) Incorporated by reference to the Registrant's Current Report on Form 8-K filed with the SEC on January 15, 2015 (File No. 001-34693).
- (18) Incorporated by reference to the Registrant's Current Report on Form 8-K filed with the SEC on November 30, 2015 (File No. 001-34693).

SIGNATURE

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

CHATHAM LODGING TRUST

Dated: February 29, 2016

/s/ JEFFREY H. FISHER

Jeffrey H. Fisher

Chairman of the Board, President and Chief Executive Officer
(Principal Executive Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ JEFFREY H. FISHER</u> Jeffrey H. Fisher	Chairman of the Board, President and Chief Executive Officer (Principal Executive Officer)	February 29, 2016
<u>/s/ JEREMY B. WEGNER</u> Jeremy B. Wegner	Senior Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	February 29, 2016
<u>/s/ MILES BERGER</u> Miles Berger	Trustee	February 29, 2016
<u>/s/ THOMAS J. CROCKER</u> Thomas J. Crocker	Trustee	February 29, 2016
<u>/s/ JACK P. DEBOER</u> Jack P. DeBoer	Trustee	February 29, 2016
<u>/s/ GLEN R. GILBERT</u> Glen R. Gilbert	Trustee	February 29, 2016
<u>/s/ C. GERALD GOLDSMITH</u> C. Gerald Goldsmith	Trustee	February 29, 2016
<u>/s/ ROBERT PERLMUTTER</u> Robert Perlmutter	Trustee	February 29, 2016
<u>/s/ ROLF E. RUHFUS</u> Rolf E. Ruhfus	Trustee	February 29, 2016
<u>/s/ JOEL F. ZEMANS</u> Joel F. Zemans	Trustee	February 29, 2016

CHATHAM LODGING TRUST
INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

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Report of Independent Registered Certified Public Accounting Firm

To the Board of Trustees and Shareholders of Chatham Lodging Trust

In our opinion, the accompanying consolidated balance sheets and the related consolidated statements of operations, of equity and of cash flows present fairly, in all material respects, the financial position of Chatham Lodging Trust and its subsidiaries at December 31, 2015 and 2014, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2015 in conformity with accounting principles generally accepted in the United States of America. In addition, in our opinion, the financial statement schedule listed in the accompanying index presents fairly, in all material respects, the information set forth therein when read in conjunction with the related consolidated financial statements. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2015, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company's management is responsible for these financial statements and financial statement schedule, for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report on Internal Control over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on these financial statements, on the financial statement schedule, and on the Company's internal control over financial reporting based on our integrated audits. We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ PricewaterhouseCoopers LLP
Fort Lauderdale, Florida
February 29, 2016

CHATHAM LODGING TRUST
Consolidated Balance Sheets
(In thousands, except share and per share data)

	December 31, 2015	December 31, 2014
Assets:		
Investment in hotel properties, net	\$ 1,258,452	\$ 1,096,425
Cash and cash equivalents	21,036	15,077
Restricted cash	19,273	12,030
Investment in unconsolidated real estate entities	23,618	28,152
Hotel receivables (net of allowance for doubtful accounts of \$95 and \$71, respectively)	4,433	3,601
Deferred costs, net	8,034	7,514
Prepaid expenses and other assets	5,052	2,300
Total assets	<u>\$ 1,339,898</u>	<u>\$ 1,165,099</u>
Liabilities and Equity:		
Mortgage debt	\$ 542,292	\$ 527,721
Revolving credit facility	65,580	22,500
Accounts payable and accrued expenses	25,100	20,042
Distributions and losses in excess of investments of unconsolidated real estate entities	2,703	—
Distributions payable	7,221	2,884
Total liabilities	<u>642,896</u>	<u>573,147</u>
Commitments and contingencies		
Equity:		
Shareholders' Equity:		
Preferred shares, \$0.01 par value, 100,000,000 shares authorized and unissued at December 31, 2015 and 2014	—	—
Common shares, \$0.01 par value, 500,000,000 shares authorized; 38,308,937 and 34,173,691 shares issued and outstanding at December 31, 2015 and 2014, respectively	379	339
Additional paid-in capital	719,773	599,318
Accumulated deficit	(27,281)	(11,120)
Total shareholders' equity	<u>692,871</u>	<u>588,537</u>
Noncontrolling Interests:		
Noncontrolling interest in operating partnership	4,131	3,415
Total equity	<u>697,002</u>	<u>591,952</u>
Total liabilities and equity	<u>\$ 1,339,898</u>	<u>\$ 1,165,099</u>

The accompanying notes are an integral part of these consolidated financial statements.

CHATHAM LODGING TRUST
Consolidated Statements of Operations
(In thousands, except share and per share data)

	For the year ended		
	December 31,		
	2015	2014	2013
Revenue:			
Room	\$ 258,137	\$ 184,926	\$ 118,169
Food and beverage	5,536	2,764	1,311
Other	9,534	7,534	5,113
Cost reimbursements from unconsolidated real estate entities	3,743	1,992	1,635
Total revenue	<u>276,950</u>	<u>197,216</u>	<u>126,228</u>
Expenses:			
Hotel operating expenses:			
Room	50,165	37,516	25,709
Food and beverage	4,127	1,966	944
Telephone	1,708	1,304	899
Other hotel operating	2,467	2,056	1,580
General and administrative	21,101	16,265	11,529
Franchise and marketing fees	21,240	15,110	9,394
Advertising and promotions	5,040	3,676	2,782
Utilities	9,464	7,269	4,955
Repairs and maintenance	11,722	8,705	6,310
Management fees	8,742	6,096	3,752
Insurance	1,218	998	742
Total hotel operating expenses	<u>136,994</u>	<u>100,961</u>	<u>68,596</u>
Depreciation and amortization	48,981	34,710	18,249
Property taxes, ground rent and insurance	18,581	12,624	8,915
General and administrative	11,677	9,852	8,131
Hotel property acquisition costs and other charges	1,451	10,381	3,341
Reimbursable costs from unconsolidated real estate entities	3,743	1,992	1,635
Total operating expenses	<u>221,427</u>	<u>170,520</u>	<u>108,867</u>
Operating income	55,523	26,696	17,361
Interest and other income	264	108	132
Interest expense, including amortization of deferred fees	(27,924)	(21,354)	(11,580)
Loss on early extinguishment of debt	(412)	(184)	(933)
Income (loss) from unconsolidated real estate entities	2,411	(3,830)	(1,874)
Net gain from remeasurement and sales of investment in unconsolidated real estate entities	3,576	65,750	—
Income before income tax expense	<u>33,438</u>	<u>67,186</u>	<u>3,106</u>
Income tax expense	(260)	(105)	(124)
Net income	<u>33,178</u>	<u>67,081</u>	<u>2,982</u>
Net income attributable to non-controlling interest	(212)	(208)	—
Net income attributable to common shareholders	<u>\$ 32,966</u>	<u>\$ 66,873</u>	<u>\$ 2,982</u>
Income per Common Share - Basic:			
Net income attributable to common shareholders (Note 10)	<u>\$ 0.87</u>	<u>\$ 2.32</u>	<u>\$ 0.13</u>
Income per Common Share - Diluted:			
Net income attributable to common shareholders (Note 10)	<u>\$ 0.86</u>	<u>\$ 2.30</u>	<u>\$ 0.13</u>
Weighted average number of common shares outstanding:			
Basic	37,917,871	28,531,094	21,035,892
Diluted	38,322,285	28,846,724	21,283,831

The accompanying notes are an integral part of these consolidated financial statements.

CHATHAM LODGING TRUST
Consolidated Statements of Equity
(In thousands, except share and per share data)

	Common Shares		Additional Paid - In Capital	Accumulated Deficit	Total Shareholders' Equity	Noncontrolling Interest in Operating Partnership	Total Equity
	Shares	Amount					
Balance, January 1, 2013	13,908,907	\$ 137	\$ 240,355	\$ (35,491)	\$ 205,001	\$ 1,611	\$ 206,612
Issuance of shares pursuant to Equity Incentive Plan	22,536	—	337	—	337	—	337
Issuance of shares, net of offering costs of \$10,388	12,306,000	124	192,239	—	192,363	—	192,363
Issuance of restricted time-based shares	40,829	—	—	—	—	—	—
Issuance of performance based shares	17,731	—	—	—	—	—	—
Repurchase of common shares	(445)	—	(7)	—	(7)	—	(7)
Amortization of share based compensation	—	—	966	—	966	782	1,748
Dividends declared on common shares (\$0.84 per share)	—	—	—	(18,283)	(18,283)	—	(18,283)
Distributions declared on LTIP units (\$0.84 per unit)	—	—	—	—	—	(216)	(216)
Reallocation of noncontrolling interest	—	—	10	—	10	(10)	—
Net income	—	—	—	2,982	2,982	—	2,982
Balance, December 31, 2013	26,295,558	\$ 261	\$ 433,900	\$ (50,792)	\$ 383,369	\$ 2,167	\$ 385,536
Issuance of shares pursuant to Equity Incentive Plan	16,542	—	337	—	337	—	337
Issuance of shares, net of offering costs of \$7,153	7,782,903	78	164,321	—	164,399	—	164,399
Issuance of restricted time-based shares	48,213	—	—	—	—	—	—
Issuance of performance based shares	31,342	—	—	—	—	—	—
Repurchase of common shares	(867)	—	(18)	—	(18)	—	(18)
Amortization of share based compensation	—	—	1,275	—	1,275	783	2,058
Dividends declared on common shares (\$0.93 per share)	—	—	—	(27,201)	(27,201)	—	(27,201)
Distributions declared on LTIP units (\$0.93 per unit)	—	—	—	—	—	(240)	(240)
Reallocation of noncontrolling interest	—	—	(497)	—	(497)	497	—
Net income	—	—	—	66,873	66,873	208	67,081
Balance, December 31, 2014	34,173,691	\$ 339	\$ 599,318	\$ (11,120)	\$ 588,537	\$ 3,415	\$ 591,952
Issuance of shares pursuant to Equity Incentive Plan	14,113	—	412	—	412	—	412
Issuance of shares, net of offering costs of \$2,042	4,028,512	40	118,757	—	118,797	—	118,797
Issuance of restricted time-based shares	49,110	—	—	—	—	—	—
Issuance of performance based shares	44,274	—	—	—	—	—	—
Repurchase of common shares	(763)	—	(22)	—	(22)	—	(22)
Amortization of share based compensation	—	—	1,594	—	1,594	691	2,285
Dividends declared on common shares (\$1.28 per share)	—	—	—	(49,127)	(49,127)	—	(49,127)
Distributions declared on LTIP units (\$1.28 per unit)	—	—	—	—	—	(473)	(473)
Reallocation of noncontrolling interest	—	—	(286)	—	(286)	286	—
Net income	—	—	—	32,966	32,966	212	33,178
December 31, 2015	38,308,937	379	719,773	(27,281)	692,871	4,131	697,002

The accompanying notes are an integral part of these consolidated financial statements.

CHATHAM LODGING TRUST
Consolidated Statements of Cash Flows
(In thousands)

	For the year ended December 31,		
	2015	2014	2013
Cash flows from operating activities:			
Net income	\$ 33,178	\$ 67,081	\$ 2,982
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation	48,784	34,579	18,162
Amortization of deferred franchise fees	197	131	87
Amortization of deferred financing fees included in interest expense	1,606	1,532	1,088
Net gain from remeasurement and sales of investment in unconsolidated real estate entities	(3,576)	(65,750)	—
Loss on early extinguishment of debt	412	184	933
Loss on write-off of deferred franchise fee	—	—	64
Share based compensation	2,835	2,471	2,085
(Income) loss from unconsolidated real estate entities	(2,411)	3,830	1,874
Changes in assets and liabilities:			
Hotel receivables	(318)	243	(68)
Deferred costs	(580)	(754)	(493)
Prepaid expenses and other assets	(2,277)	(118)	338
Accounts payable and accrued expenses	3,992	5,877	4,519
Net cash provided by operating activities	<u>81,842</u>	<u>49,306</u>	<u>31,571</u>
Cash flows from investing activities:			
Improvements and additions to hotel properties	(20,331)	(14,931)	(16,178)
Acquisition of hotel properties, net of cash acquired	(169,447)	(404,737)	(229,646)
Distributions from unconsolidated entities	12,903	2,053	13,939
Investment in unconsolidated real estate entities	—	(27,948)	(1,649)
Restricted cash	(5,488)	(7,425)	(1,656)
Net cash used in investing activities	<u>(182,363)</u>	<u>(452,988)</u>	<u>(235,190)</u>
Cash flows from financing activities:			
Borrowings on revolving credit facility	131,580	250,000	234,000
Repayments on revolving credit facility	(88,500)	(277,500)	(263,500)
Payments on debt	(3,239)	(2,631)	(2,166)
Proceeds from the issuance of debt	—	340,475	164,613
Principal prepayment of mortgage debt	(4,760)	(32,186)	(100,130)
Payments of financing costs	(2,112)	(1,585)	(2,405)
Payment of offering costs	(2,042)	(7,062)	(10,388)
Proceeds from issuance of common shares	120,839	171,552	202,751
In-substance repurchase of vested common shares	(22)	(18)	(7)
Distributions-common shares/units	(45,264)	(26,507)	(19,424)
Net cash provided by financing activities	<u>106,480</u>	<u>414,538</u>	<u>203,344</u>
Net change in cash and cash equivalents	5,959	10,856	(275)
Cash and cash equivalents, beginning of period	15,077	4,221	4,496
Cash and cash equivalents, end of period	<u>\$ 21,036</u>	<u>\$ 15,077</u>	<u>\$ 4,221</u>
Supplemental disclosure of cash flow information:			
Cash paid for interest	\$ 25,508	\$ 18,296	\$ 10,169
Cash paid for income taxes	\$ 160	\$ 220	\$ 77

-Continued-

Supplemental disclosure of non-cash investing and financing information:

On January 15, 2015, the Company issued 14,113 shares to its independent trustees pursuant to the Company's Equity Incentive Plan as compensation for services performed in 2014. On January 15, 2014, the Company issued 16,542 shares to its independent trustees pursuant to the Company's Equity Incentive Plan as compensation for services performed in 2013. On January 15, 2013, the Company issued 22,536 shares to its independent trustees pursuant to the Company's Equity Incentive Plan as compensation for services performed in 2012.

As of December 31, 2015, the Company had accrued distributions payable of \$7,221. These distributions were paid on January 30, 2015 except for \$277 related to accrued but unpaid distributions on unvested performance based shares (See Note 11). As of December 31, 2014, the Company had accrued distributions payable of \$2,884. These distributions were paid on January 31, 2014 except for \$129 related to accrued but unpaid distributions on unvested performance based shares. As of December 31, 2013, the Company had accrued distributions payable of \$1,950. These distributions were paid on January 25, 2013 except for \$92 thousand related to accrued but unpaid distributions on unvested performance based shares.

Accrued share based compensation of \$550, \$413 and \$337 is included in accounts payable and accrued expenses as of December 31, 2015, 2014 and 2013.

Accrued capital improvements of \$1,233, \$865 and \$323 are included in accounts payable and accrued expenses as of December 31, 2015, 2014, and 2013 respectively.

At December 31, 2013, there were costs of \$91 included in deferred costs related to offerings completed in 2014. During 2014, the Company wrote-off \$397 of deferred loan costs and \$213 of accumulated amortization on a loan that was paid off. During 2015, the Company wrote-off \$1,539 of deferred loan costs and \$1,127 of accumulated amortization related to the Company's senior secured revolving credit facility.

For the year ended December 31, 2015, the Company assumed the mortgage on the purchase of the Marina del Rey hotel of \$22,569.

The Innkeepers JV transaction (see note 5) partially resulted in a non-cash transaction whereby the Company's previously held joint venture deficit interest in the four Silicon Valley hotels of approximately \$6.9 million was recorded as part of the Company's acquisition in the Silicon Valley hotels and related net gain from remeasurement and sale of investment.

The accompanying notes are an integral part of these consolidated financial statements.

CHATHAM LODGING TRUST
Notes to the Consolidated Financial Statements
(Dollar amounts in thousands, except share and per share data)

1. Organization

Chatham Lodging Trust (“we,” “us” or the “Company”) was formed as a Maryland real estate investment trust on October 26, 2009. The Company is internally-managed and was organized to invest primarily in upscale extended-stay and premium-branded select-service hotels. The Company has elected to be treated as a real estate investment trust for federal income tax purposes (“REIT”).

The Company had no operations prior to the consummation of its initial public offering (“IPO”) in April 2010. The net proceeds from our share offerings are contributed to Chatham Lodging, L.P., our operating partnership (the “Operating Partnership”), in exchange for partnership interests. Substantially all of the Company’s assets are held by, and all operations are conducted through, the Operating Partnership. The Company is the sole general partner of the Operating Partnership and owns 100% of the common units of limited partnership interest in the Operating Partnership (“common units”). Certain of the Company’s executive officers hold vested and unvested long-term incentive plan units in the Operating Partnership (“LTIP units”), which are presented as non-controlling interests on our consolidated balance sheets.

As of December 31, 2015, the Company owned 38 hotels with an aggregate of 5,678 (unaudited) rooms located in 15 states and the District of Columbia. As of December 31, 2015, the Company also (i) held a 10.3% noncontrolling interest in a joint venture (the “NewINK JV”) with NorthStar Realty Finance Corp (“NorthStar”), which was formed in the second quarter of 2014 to acquire 47 hotels from a joint venture (the “Innkeepers JV”) between the Company and Cerberus Capital Management (“Cerberus”), comprising an aggregate of 6,097 (unaudited) rooms, (ii) held a 10.0% noncontrolling interest in a separate joint venture (the “Inland JV”) with NorthStar, which was formed in the fourth quarter of 2014 to acquire 48 hotels from Inland American Real Estate Trust, Inc. (“Inland”), comprising an aggregate of 6,401 (unaudited) rooms. The Company sold its 5.0% noncontrolling interest in a joint venture (the “Torrance JV”) with Cerberus that owns the 248-room (unaudited) Residence Inn by Marriott in Torrance, CA on December 30, 2015. We sometimes use the term, “JV’s”, which refers collectively to, for the period prior to December 31, 2015, the NewINK JV, Inland JV and Torrance JV and, for the period subsequent to December 30, 2015, the NewINK JV and the Inland JV.

To qualify as a REIT, the Company cannot operate its hotels. Therefore, the Operating Partnership and its subsidiaries lease the Company’s wholly owned hotels to taxable REIT subsidiary lessees (“TRS Lessees”), which are wholly owned by one of the Company’s taxable REIT subsidiary (“TRS”) holding companies. The Company indirectly (i) owns its 10.3% interest in 47 of the NewINK JV hotels, (ii) 10% interest in 48 of the Inland JV hotels and (iii) owned its 5.0% interest in the Torrance JV, which was sold on December 30, 2015, through the Operating Partnership. All of the NewINK JV hotels and Inland JV hotels are, and the Torrance JV hotel was, are leased to TRS Lessees, in which the Company indirectly owns, or owned, as applicable, noncontrolling interests through one of its TRS holding companies. Each hotel is leased to a TRS Lessee under a percentage lease that provides for rental payments equal to the greater of (i) a fixed base rent amount or (ii) a percentage rent based on hotel room revenue. The initial term of each of the TRS leases is 5 years. Lease revenue from each TRS Lessee is eliminated in consolidation.

The TRS Lessees have entered into management agreements with third-party management companies that provide day-to-day management for the hotels. As of December 31, 2015, Island Hospitality Management Inc. (“IHM”), which was 51% owned by Mr. Fisher and 45% owned by affiliates of NorthStar Asset Management Group, Inc., managed 36 of the Company’s wholly owned hotels and Concord Hospitality Enterprises Company managed two of the Company’s wholly owned hotels. As of December 31, 2015, all of the NewINK JV hotels were managed by IHM. As of December 31, 2015, 34 of the Inland JV hotels are managed by IHM and 14 hotels are managed by Marriott International, Inc. (“Marriott”). The Torrance JV hotel was managed by Marriott.

2. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying consolidated financial statements and related notes have been prepared in accordance with U.S. generally accepted accounting principles (“GAAP”) and in conformity with the rules and regulations of the Securities and Exchange Commission (“SEC”). These consolidated financial statements, in the opinion of management, include all adjustments considered necessary for a fair presentation of the consolidated balance sheets, consolidated statements of operations, consolidated statements of equity, and consolidated statements of cash flows for the periods presented.

The consolidated financial statements include all of the accounts of the Company and its wholly owned subsidiaries. All intercompany balances and transactions are eliminated in consolidation.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of and disclosures of contingent assets and liabilities at the balance sheet date and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

Fair Value of Financial Instruments

The Company's financial instruments include cash and cash equivalents, restricted cash, hotel receivables, accounts payable and accrued expenses, distributions payable and debt. Due to their relatively short maturities, the carrying values reported in the consolidated balance sheets for these financial instruments approximate fair value except for debt, the fair value of which is separately disclosed in Note 6.

Investment in Hotel Properties

The Company allocates the purchase prices of hotel properties acquired through a business combination based on the fair value of the acquired real estate, furniture, fixtures and equipment, identifiable intangible assets and assumed liabilities. In making estimates of fair value for purposes of allocating the purchase price, the Company utilizes a number of sources of information that are obtained in connection with the acquisition of a hotel property, including valuations performed by independent third parties and information obtained about each hotel property resulting from pre-acquisition due diligence. Hotel property acquisition costs, such as transfer taxes, title insurance, environmental and property condition reviews, and legal and accounting fees are expensed in the period incurred.

The Company's investment in hotel properties are carried at cost and are depreciated using the straight-line method over the estimated useful lives of the assets, generally 40 years for buildings, 20 years for land improvements, 15 years for building improvements and one to ten years for furniture, fixtures and equipment. Renovations and/or replacements at the hotel properties that improve or extend the life of the assets are capitalized and depreciated over their useful lives, while repairs and maintenance are expensed as incurred. Upon the sale or retirement of property and equipment, the cost and related accumulated depreciation are removed from the Company's accounts and any resulting gain or loss is recognized in the consolidated statements of operations.

The Company will periodically review its hotel properties for impairment whenever events or changes in circumstances indicate that the carrying value of the hotel properties may not be recoverable. Events or circumstances that may cause a review include, but are not limited to, adverse changes in the demand for lodging at the properties due to declining national or local economic conditions and/or new hotel construction in markets where the hotels are located. When such conditions exist, management will perform an analysis to determine if the estimated undiscounted future cash flows, without interest charges, from operations and the proceeds from the ultimate disposition of a hotel property exceed its carrying value. If the estimated undiscounted future cash flows are less than the carrying amount, an adjustment to reduce the carrying amount to the related hotel property's estimated fair market value is recorded and an impairment loss recognized. As of December 31, 2015, 2014 and 2013, there were no hotel properties impaired.

For properties the Company considers held for sale, depreciation and amortization are no longer recorded and the value the properties is recorded at the lower of depreciated cost or fair value, less costs to sell. If circumstances arise that were previously considered unlikely, and, as a result, the Company decides not to sell a property previously classified as held for sale, the Company will reclassify such property as held and used. Such property is measured at the lower of its carrying amount (adjusted for any depreciation and amortization expense that would have been recognized had the property been continuously classified as held and used) or fair value at the date of the subsequent decision not to sell. The Company classifies properties as held for sale when all criteria within the Financial Accounting Standards Board's ("FASB") guidance on the impairment or disposal of long-lived assets are met. As of December 31, 2015, the Company had no hotel properties held for sale.

Investment in Unconsolidated Real Estate Entities

If it is determined that the Company does not have a controlling interest in a joint venture, either through its financial interest in a variable investment entity ("VIE") or in a voting interest entity, but does have the ability to exercise significant influence the equity method of accounting is used. Under this method, the investment, originally recorded at cost, is adjusted to recognize the Company's share of net earnings or losses of the affiliates as they occur rather than as dividends or other distributions are received, advances to and commitments for the investee.

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Investment in unconsolidated real estate entities are accounted for under the equity method of accounting and the Company records its equity in earnings or losses under the hypothetical liquidation of book value (“HLBV”) method of accounting due to the structures and the preferences we receive on the distributions from our joint ventures pursuant to the respective joint venture agreements for those joint ventures. Under this method, the Company recognizes income and loss in each period based on the change in liquidation proceeds it would receive from a hypothetical liquidation of its investment based on depreciated book value. Therefore, income or loss may be allocated disproportionately as compared to the ownership percentages due to specified preferred return rate thresholds and may be more or less than actual cash distributions received and more or less than what the Company may receive in the event of an actual liquidation. In the event a basis difference is created between the carrying amount of the Company's share of partner's capital, the resulting amount is allocated based on the assets of the investee and, if assigned to depreciable or amortizable assets, then amortized as a component of income (loss) from unconsolidated real estate entities.

The Company periodically reviews the carrying value of its investment in unconsolidated joint ventures to determine if circumstances indicate impairment to the carrying value of the investment that is other than temporary. When an impairment indicator is present, the Company will estimate the fair value of the investment. The Company's estimate of fair value takes into consideration factors such as expected future operating income, trends and prospects, as well as other factors. This determination requires significant estimates by management, including the expected cash flows to be generated by the assets owned and operated by the joint venture. To the extent impairment has occurred and is other than temporary, the loss will be measured as the excess of the carrying amount over the fair value of the Company's investment in the unconsolidated joint venture.

Cash and Cash Equivalents

Cash and cash equivalents consist of cash on hand, demand deposits with financial institutions and short term liquid investments with an original maturity of three months or less. Cash balances in individual banks may exceed federally insurable limits.

Restricted Cash

Restricted cash represents purchase price deposits held in escrow for potential hotel acquisitions under contract and escrows for reserves such as reserves for capital expenditures, property taxes or insurance that are required pursuant to the Company's loans or hotel management agreements. Restricted cash on the accompanying consolidated balance sheet at December 31, 2015 and 2014 is \$19,273 and \$12,030, respectively.

Hotel Receivables

Hotel receivables consist of amounts owed by guests staying in the hotels and amounts due from business and group customers. An allowance for doubtful accounts is provided and maintained at a level believed to be adequate to absorb estimated probable losses. At December 31, 2015 and 2014, the allowance for doubtful accounts was \$95 and \$71, respectively.

Deferred Costs

Deferred costs consist of franchise agreement fees for the Company's hotels, loan costs related to the Company's senior unsecured revolving credit facility and mortgage loans and costs related to the Company's share offerings or share plans.

Deferred costs consisted of the following at December 31, 2015 and 2014 (in thousands):

	December 31, 2015	December 31, 2014
Loan costs	\$ 8,447	\$ 10,717
Franchise fees	3,474	2,969
	11,921	13,686
Less accumulated amortization	(3,887)	(6,172)
Deferred costs, net	\$ 8,034	\$ 7,514

Loan costs are recorded at cost and amortized over the term of the loan applying the effective interest rate method. Franchise fees are recorded at cost and amortized over a straight-line basis over the term of the franchise agreements. Other deferred costs relate to potential share offerings and are recorded as a reduction in additional paid-in capital as shares are sold. For the years ended December 31, 2015, 2014 and 2013, amortization expense related to franchise fees of \$196, \$131 and \$87, respectively, is included in depreciation and amortization. Amortization expense related to loan costs of \$1,606, \$1,532 and \$1,088 for the years ended December 31, 2015, 2014 and 2013, respectively, is included in interest expense in the consolidated statements of operations.

Prepaid Expenses and Other Assets

The Company's prepaid expenses and other assets consist of prepaid insurance, prepaid property taxes, deposits and hotel supplies inventory.

Distributions and Losses in Excess of Investments in Unconsolidated Real Estate Entities

At times, certain of the Company's investments in unconsolidated entities share of cumulative allocated losses and cash distributions received exceeds its cumulative allocated share of income and equity contributions. Although the Company typically does not make any guarantees of its investments in unconsolidated real estate entities other than certain customary non-recourse carve-out provisions, due to potential penalties along with potential upside financial returns, the Company generally intends to make any required capital contributions to maintain its ownership percentage and as such will record its share of cumulative allocated losses and cash distributions below zero. As a result, the carrying value of certain investments in unconsolidated entities is negative. Unconsolidated entities with negative carrying values are included in cash distributions and losses in excess of investments in unconsolidated entities in the Company's Consolidated Balance Sheets.

Revenue Recognition

Revenue from hotel operations is recognized when rooms are occupied and when services are provided. Revenue consists of amounts derived from hotel operations, including sales from room, meeting room, gift shop, in-room movie and other ancillary amenities. Sales, use, occupancy, and similar taxes are collected and presented on a net basis (excluded from revenue) in the accompanying consolidated statements of operations.

Share-Based Compensation

The Company measures compensation expense for the restricted share awards based upon the fair market value of its common shares at the date of grant. The Company measures compensation expense for the LTIP and Class A Performance units based upon the Monte Carlo approach using volatility, dividend yield and a risk free interest rate in the valuation. Compensation expense is recognized on a straight-line basis over the vesting period and is included in general and administrative expense in the accompanying consolidated statement of operations. The Company pays dividends on vested and non-vested restricted shares, except for performance-based shares, for which dividends on unvested shares are not paid until those shares are vested. The Company has also issued Class A Performance LTIP units from time to time as part of its compensation practices. Prior to vesting, holders of Class A Performance LTIP Units will not be entitled to vote their Class A Performance LTIP units. In addition, under the terms of the Class A Performance LTIP units, a holder of a Class A Performance LTIP unit will generally (i) be entitled to receive 10% of the distributions made on a common unit of the Operating Partnership during the period prior to vesting of such Class A Performance LTIP unit (the "Pre-Vesting Distributions"), (ii) be entitled, upon the vesting of such Class A Performance LTIP unit, to receive a special one-time "catch-up" distribution equal to the aggregate amount of distributions that were paid on a common unit during the period prior to vesting of such Class A Performance LTIP unit minus the aggregate amount of Pre-Vesting Distributions paid on such Class A Performance LTIP unit, and (iii) be entitled, following the vesting of such Class A Performance LTIP unit, to receive the same amount of distributions paid on a common unit of the Operating Partnership.

Earnings Per Share

A two class method is used to determine earnings per share. Basic earnings per share ("EPS") is computed by dividing net income (loss) available for common shareholders, adjusted for dividends on unvested share grants, by the weighted average number of common shares outstanding for the period. Diluted EPS is computed by dividing net income (loss) available for common shareholders, adjusted for dividends or distributions, on unvested share grants and LTIP units, by the weighted average number of common shares outstanding plus potentially dilutive securities such as share grants or shares issuable in the event of conversion of common units. No adjustment is made for shares that are anti-dilutive during the period. The Company's restricted share awards and LTIP units that are subject solely to time-based vesting conditions are entitled to receive dividends or distributions on the Company's common shares or the Operating Partnership's common units, respectively, if declared. In addition, dividends on the Class A Performance LTIP units are paid the equivalent of 10% of the declared dividends on the Company's common shares. The rights to these dividends or distributions declared are non-forfeitable. As a result, the unvested restricted shares and LTIP units that are subject solely to time-based vesting conditions, as well as 10% of the unvested Class A Performance LTIP units, qualify as participating securities requiring the allocation of earnings under the two-class method to calculate EPS. The percentage of earnings allocated to these participating securities is based on the proportion of the weighted average of these outstanding participating securities to the sum of the basic weighted average common shares outstanding and the weighted average of these outstanding participating securities. Basic EPS is then computed by dividing income less earnings allocable to these participating securities by the basic weighted average number of shares outstanding. Diluted EPS is computed similar to basic EPS, except the weighted average number of shares outstanding is increased to include the effect of potentially dilutive securities.

Income Taxes

The Company elected to be taxed as a REIT for federal income tax purposes. In order to qualify as a REIT under the Internal Revenue Code of 1986, as amended, the Company must meet certain organizational and operational requirements, including a requirement to distribute at least 90% of its annual REIT taxable income to its shareholders (which is computed without regard to the dividends paid deduction or net capital gain and which does not necessarily equal net income as calculated in accordance with GAAP). As a REIT, the Company generally will not be subject to federal income tax to the extent the Company distributes its REIT taxable income to its shareholders. If the Company fails to qualify as a REIT in any taxable year, the Company will be subject to federal income tax on its REIT taxable income at regular corporate income tax rates and generally will not be permitted to qualify for treatment as a REIT for federal income tax purposes for the four taxable years following the year during which qualification is lost unless the IRS grants the Company relief under certain statutory provisions.

The Company leases its wholly owned hotels to TRS Lessees, which are wholly owned by the Company's taxable REIT subsidiaries (each, a "TRS") which, in turn are wholly owned by the Operating Partnership. Additionally, the Company indirectly (i) owns its interest in the hotels owned by the NewINK JV (47 hotels) and the Inland JV (48 hotels) and (ii) owned its interest in the Torrance JV, which was sold on December 30, 2015, through the Operating Partnership. All of the NewINK JV hotels and Inland JV hotels are, and the Torrance JV hotel was leased to TRS Lessees in which the Company indirectly owns, or owned, as applicable, noncontrolling interests through one of its TRS holding companies. Each TRS is subject to federal and state income taxes and the Company accounts for taxes, where applicable, in accordance with the provisions of Financial Accounting Standards Board Accounting Standards Codification 740 using the asset and liability method which recognizes deferred tax assets and liabilities for future tax consequences arising from differences between financial statement carrying amounts and income tax bases.

As of December 31, 2015, the Company is no longer subject to U.S federal income tax examinations for years before 2013 and with few exceptions to state examinations before 2013. The Company evaluates whether a tax position of the Company is more likely than not to be sustained upon examination, including resolution of any related appeals or litigation processes, based on the technical merits of the position. For tax positions meeting the more likely than not threshold, the tax amount recognized in the financial statements is reduced by the largest benefit that has a greater than fifty percent likelihood of being realized upon ultimate settlement with the relevant taxing authority. The Company has reviewed its tax positions for open tax years and has concluded no provisions for income taxes is required in the Company's consolidated financial statements as of December 31, 2015. Interest and penalties related to uncertain tax benefits, if any, in the future will be recognized as operating expense.

During the first quarter of 2015, management was notified that one of the Company's TRS's was going to be examined by the State of Florida Department of Revenue for the tax years ended December 31, 2009 through 2013. The examination remains open. The Company believes that it does not need to record a liability related to all matters contained in the tax periods open to examination. However, should the Company experience an unfavorable outcome in the State of Florida matter, such an outcome could have a material impact on its results of operations, financial position, and cash flows. Although the timing of the income tax audit resolutions and negotiations with taxing authorities is highly uncertain, the Company does not anticipate a significant change to the total amount of unrecognized income tax benefits within the next 12 months.

Organizational and Offering Costs

The Company expensed organizational costs as incurred. Offering costs, which include selling commissions, are recorded as a reduction in additional paid-in capital in shareholders' equity as shares are sold. For offering costs incurred prior to potential share offerings, these costs are initially recorded in deferred costs on the balance sheet and then recorded as a reduction to additional paid-in capital as shares are sold through the subsequent share offering. As of December 31, 2015 and 2014, the Company had \$0 and \$0 recorded in deferred costs related to deferred offering costs, respectively.

Segment Information

Management evaluates the Company's hotels as a single industry segment because all of the hotels have similar economic characteristics and provide similar services to similar types of customers.

Recently Issued Accounting Standards

On May 28, 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers*, which requires an entity to recognize the amount of revenue to which it expects to be entitled for the transfer of promised goods or services to customers. The ASU will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective. The new standard is effective for the Company on January 1, 2017. Early application is not permitted. The standard permits the use of either the retrospective or cumulative effect transition method. The Company is evaluating the effect that ASU 2014-09 will have on its consolidated financial statements and related disclosures. The Company has not yet selected a transition method nor has it determined the effect of the standard on its financial statements.

In August 2014, the FASB issued ASU No. 2014-15, *Disclosure of Uncertainties about an Entities Ability to Continue as a Going Concern*, which requires management to perform interim and annual assessments of an entities ability to continue within one year of the date the financial statements are issued and provides guidance on determining when and how to disclose going concern uncertainties in the financial statements. Certain disclosures will be required if conditions give rise to substantial doubt about an entity's ability to continue as a going concern. This guidance is effective for the Company on January 1, 2017 and will not have an impact on the Company's financial position, results of operations or cash flows.

In February 2015, the FASB issued ASU 2015-02 Amendments to the Consolidation Analysis, which requires amendments to both the VIE and voting models. The amendments (i) rescind the indefinite deferral of certain aspects of accounting standards relating to consolidations and provide a permanent scope exception for registered money market funds and similar unregistered money market funds, (ii) modify the identification of variable interests (fees paid to a decision maker or service provider), the VIE characteristics for a limited partnership or similar entity and primary beneficiary determination under the VIE model, and (iii) eliminate the presumption within the current voting model that a general partner controls a limited partnership or similar entity. The new guidance is effective for annual reporting periods, and interim periods within those annual periods, beginning after December 15, 2015 with early adoption permitted. The amendments may be applied using either a modified retrospective or full retrospective approach. The new standard will be effective for the Company on January 1, 2016 and will not have a material impact on the Company's financial position, results of operations or cash flows.

On April 7, 2015, the FASB issued ASU No. 2015-03, *Simplifying the Presentation of Debt Issuance Costs*, which requires debt issuance costs to be presented in the balance sheet as a direct deduction from the carrying value of the debt liability. This standard is effective for fiscal years beginning after December 15, 2015 with early adoption permitted and will be applied on a retrospective basis. Supplemental to ASU 2015-03, on August 16, 2015, the FASB issued Accounting Standards Update 2015-15, *Presentation and Subsequent Measurement of Debt Issuance Costs Associated with Line-of-Credit Arrangements* -Amendments to SEC Paragraphs Pursuant to Staff Announcement at June 18, 2015 EITF Meeting, which clarifies that debt issuance costs attributable to line-of-credit arrangements can be presented as an asset and amortized ratably over the life of the revolving debt arrangement, regardless of whether there is an outstanding balance thereunder. This methodology is consistent with the Company's historical treatment of such costs. The new standard will be effective for the Company on January 1, 2016 and will not have a material impact on the Company's financial position, results of operations or cash flows.

In September 2015, the FASB issued ASU 2015-16, *Simplifying the Accounting for Measurement-Period Adjustments*, which eliminates the requirement to restate prior period financial statements for measurement period adjustments. The new guidance requires an entity to recognize the adjustments to provisional amounts identified during the measurement period in the reporting period in which the adjustments are determined. In addition, the adjustments must be disclosed by income statement line item either on the face of the income statement or in the footnotes as if the adjustment to the provisional amounts had been recorded as of the acquisition date. The amendment is effective prospectively for interim and annual periods beginning after December 15, 2015, with early adoption permitted for financial statements that have not been issued. We do not expect the new standard will have a significant impact on our consolidated financial statements.

3. Acquisition of Hotel Properties

Hotel Purchase Price Allocation

The allocation of the purchase price of each of the hotels acquired by the Company in 2015 and 2014, based on the fair value on the date of its acquisition, was (in thousands):

	Silicon Valley Hotels	Cherry Creek Hotels	Inland 4 Pack Hotels	Gaslamp	Dedham	Ft. Lauderdale	Marina del Rey	Total
Acquisition date	6/9/14	8/29/2014	11/17/2014	2/25/2015	7/17/2015	8/17/2015	9/17/2015	
Number of rooms (unaudited)	751	194	575	240	81	104	134	2,079
Land	\$ 149,565	\$ 3,700	\$ 12,923	\$ —	\$ 4,230	\$ 9,200	\$ —	\$ 179,618
Building and improvements	159,391	26,300	92,414	89,040	17,304	24,048	43,210	451,707
Furniture, fixtures and equipment	14,897	2,000	1,404	960	466	252	1,340	21,319
Cash	25	1	11	3	2	2	6	50
Restricted cash	—	—	—	—	—	—	1,755	1,755
Accounts receivable	959	56	374	81	47	32	30	1,579
Deferred costs, net	—	—	—	—	—	—	43	43
Prepaid expenses and other assets	289	17	56	278	3	40	217	900
Mortgage debt	—	—	—	—	—	—	(22,569)	(22,569)
Accounts payable and accrued expenses	—	(62)	(686)	(204)	(10)	(279)	(67)	(1,308)
Net assets acquired	\$ 325,126	\$ 32,012	\$ 106,496	\$ 90,158	\$ 22,042	\$ 33,295	\$ 23,965	\$ 633,094
Less: Fair value of interest in the Silicon Valley Hotels and NewINK JV	(58,860)	—	—	—	—	—	—	(58,860)
Net assets acquired, net of cash	\$ 266,241	\$ 32,011	\$ 106,485	\$ 90,155	\$ 22,040	\$ 33,293	\$ 23,959	\$ 574,184

The value of the assets acquired was primarily based on a sales comparison approach (for land) and a depreciated replacement cost approach (for building and improvements and furniture, fixtures and equipment). The sales comparison approach uses inputs of recent land sales in the respective hotel markets. The depreciated replacement cost approach uses inputs of both direct and indirect replacement costs using a nationally recognized authority on replacement cost information as well as the age, square footage and number of rooms of the respective assets. The Company incurred acquisition costs of \$1,451, \$10,381 and \$3,341, respectively, during the years ended December 31, 2015, 2014 and 2013.

The amount of revenue and operating income from the hotels acquired in 2015 from their respective date of acquisition through December 31, 2015 is as follows (in thousands):

	Revenue	Operating Income
Residence Inn San Diego Gaslamp	\$ 12,670	\$ 6,850
Residence Inn Dedham, MA	1,995	1,043
Residence Inn Ft. Lauderdale, FL	2,132	863
Hilton Garden Inn Marina del Rey, CA	2,500	1,200
Total	\$ 19,297	\$ 9,956

Pro Forma Financial Information (unaudited)

The following condensed pro forma financial information presents the unaudited results of operations as if the acquisition of the hotels acquired during the years ended December 31, 2015, 2014 or 2013 had taken place on January 1, 2014, 2013 and 2012, respectively. Since the acquisition of the Cherry Creek hotel was not material, the pro forma numbers presented below do not include the operating results of the Cherry Creek hotel prior to the acquisition date. Supplemental pro forma earnings were adjusted to exclude \$704, \$7,234 and \$1,667, respectively, of acquisition-related costs incurred in the years ended December 31, 2015, 2014 and 2013. Supplemental pro forma earnings for the years ended December 2014 and 2013, respectively, were adjusted to include these charges from 2015 and 2014. The unaudited pro forma results have been prepared for comparative purposes only and are not necessarily indicative of what actual results of operations would have been had the acquisitions taken place on January 1, 2014, 2013 or 2012, respectively, nor do they purport to represent the results of operations for future periods (in thousands, except share and per share data).

	For the year ended		
	December 31,		
	2015	2014	2013
Pro forma total revenue	\$ 292,908	\$ 271,321	\$ 216,239
Pro forma net income	\$ 32,137	\$ 22,013	\$ 72,477
Pro forma income per share:			
Basic	\$ 0.85	\$ 0.58	\$ 1.91
Diluted	\$ 0.84	\$ 0.57	\$ 1.89
Weighted average common shares outstanding			
Basic	37,917,871	37,917,871	37,917,871
Diluted	38,322,285	38,322,285	38,322,285

As a result of the properties being treated as acquired as of January 1, 2013 and 2014, the Company assumed approximately 38,308,937 shares were issued as of January 1, 2013 to fund the acquisition of the properties. Consequently, the weighted average shares outstanding was adjusted to reflect the treatment of these assumed additional shares as issued outstanding as of the beginning of the periods presented.

4. Investment in Hotel Properties

Investment in hotel properties as of December 31, 2015 and 2014 consisted of the following (in thousands):

	December 31, 2015	December 31, 2014
Land and improvements	\$ 274,543	\$ 261,108
Building and improvements	1,031,649	844,396
Furniture, fixtures and equipment	63,542	61,186
Renovations in progress	8,829	6,574
	1,378,563	1,173,264
Less: accumulated depreciation	(120,111)	(76,839)
Investment in hotel properties, net	\$ 1,258,452	\$ 1,096,425

5. Investment in Unconsolidated Entities

On April 17, 2013, the Company acquired a 5.0% interest in the Torrance JV with Cerberus for \$1,649. The Torrance JV acquired the 248-room (unaudited) Residence Inn by Marriott in Torrance, CA for \$31,000. The Company accounts for this investment under the equity method. During the years ended December 31, 2015 and 2014, the Company received cash distributions from the Torrance JV as follows (in thousands):

	For the year ended	
	December 31,	
	2015	2014
Cash generated from other activities and excess cash	\$ 185	\$ 100
Total	\$ 185	\$ 100

On December 30, 2015, the Torrance JV completed the sale of the 248-room (unaudited) Residence Inn by Marriott in Torrance, CA for \$51,750 to BRE Torrance Holdco LLC ("BRE"). The gain from the Company's promote interest in the Torrance JV was approximately \$3,576.

The Company owned a 10.3% interest in the Innkeepers JV, which owned 51 hotels comprising an aggregate of 6,845 rooms until June 9, 2014. The Company accounted for this investment under the equity method. During the years ended December 31, 2015 and 2014, the Company received cash distributions from the Innkeepers JV as follows (in thousands):

	For the year ended	
	December 31,	
	2015	2014
Cash generated from other activities and excess cash	\$ —	\$ 411
Total	\$ —	\$ 411

On June 9, 2014, the Innkeepers JV completed the sale of 47 of the 51-hotels owned by the Innkeepers JV to the NewINK JV. NorthStar owns an 89.7% interest and the Company owns a 10.3% interest in the NewINK JV. The remaining four hotels that were part of the 51-hotel Innkeeper's JV portfolio, each of which is a Residence Inn hotel located in Silicon Valley, CA ("Silicon Valley Hotels"), were purchased by the Company (see note 3). The Company accounts for its investment in the NewINK JV under the equity method. The remeasurement gain of the Company's interest in the four Silicon Valley Hotels as a result of the step acquisition was approximately \$18,800 and the net gain from the Company's promote interest in the Innkeepers JV was approximately \$47,000 (which was credited toward the purchase of the Silicon Valley Hotels), resulting in a total gain of \$65,750 from the transaction. For tax purposes, the Company's gain resulting from this transaction was rolled tax deferred between the basis of the Company's investment in the NewINK JV and the Company's basis in the four Silicon Valley Hotels. As of December 31, 2015 and December 31, 2014, the Company's share of partners' capital in the NewINK JV is approximately \$14,015 and \$19,012, respectively, and the total difference between the carrying amount of the investment and the Company's share of partners' capital is approximately \$16,718 and \$17,319 (for which the basis difference related to amortizing assets is being recognized over the life of the related assets as a basis difference adjustment).

During the years ended December 31, 2015 and 2014, the Company received cash distributions from the NewINK JV as follows (in thousands):

	For the year ended	
	December 31,	
	2015	2014
Cash generated from other activities and excess cash	\$ 5,884	\$ 1,542
Total	\$ 5,884	\$ 1,542

On November 17, 2014, the Company acquired a 10.0% interest in Inland JV. NorthStar owns a 90.0% interest in the Inland JV. The Company accounts for this investment under the equity method. During the years ended December 31, 2015 and 2014, the Company received cash distributions from the Inland JV as follows (in thousands):

	For the year ended	
	December 31,	
	2015	2014
Cash generated from other activities and excess cash	\$ 2,845	\$ —
Total	\$ 2,845	\$ —

The Company's ownership interests in the JVs are subject to change in the event that either the Company or NorthStar calls for additional capital contributions to the respective JVs necessary for the conduct of business, including contributions to fund costs and expenses related to capital expenditures. The Company could be required under its unconditional guaranty to repay portions of the debt of the JV's. The Company manages the JVs and will receive a promote interest in each applicable JV if it meets certain return thresholds for such JV. NorthStar may also approve certain actions by the JVs without the Company's consent, including certain property dispositions conducted at arm's length, certain actions related to the restructuring of the applicable JV and removal of the Company as managing member in the event the Company fails to fulfill its material obligations under the applicable joint venture agreement.

The Company's investments in the NewInk JV, the Inland JV and the Torrance JV are \$(2,703), \$23,618 and \$0, respectively, at December 31, 2015. The following tables sets forth the total assets, liabilities, equity and components of net income (loss), including the Company's share, related to all JVs for the years ended December 31, 2015, 2014 and 2013 (in thousands):

Balance Sheet			
	December 31, 2015	December 31, 2014	December 31, 2013
Assets			
Investment in hotel properties, net	\$ 1,857,497	\$ 1,907,928	\$ 874,058
Other assets	206,894	261,311	114,034
Total Assets	\$ 2,064,391	\$ 2,169,239	\$ 988,092
Liabilities			
Mortgages and notes payable	\$ 1,657,000	\$ 1,677,159	\$ 969,023
Other Liabilities	35,807	34,929	19,211
Total Liabilities	1,692,807	1,712,088	988,234
Equity			
Chatham Lodging Trust	37,633	45,470	(802)
Joint Venture Partner	333,951	411,681	660
Total Equity	371,584	457,151	(142)
Total Liabilities and Equity	\$ 2,064,391	\$ 2,169,239	\$ 988,092

Statement of Operations	For the year ended		
	December 31,		
	2015	2014	2013
Revenue	\$ 497,698	\$ 290,419	\$ 271,224
Total hotel operating expenses	290,123	166,849	151,823
Operating income	\$ 207,575	\$ 123,570	\$ 119,401
Net income (loss) from continuing operations	\$ 19,241	\$ (40,018)	\$ (14,376)
Loss on sale of hotels	\$ —	\$ (5)	\$ (2,730)
Net income (loss)	\$ 19,241	\$ (40,023)	\$ (17,106)
Income (loss) allocable to the Company	\$ 1,811	\$ (4,165)	\$ (1,874)
Basis difference adjustment	\$ 600	\$ 335	\$ —
Total income (loss) from unconsolidated real estate entities attributable to Chatham	\$ 2,411	\$ (3,830)	\$ (1,874)

6. Debt

Certain of the Company's loans are collateralized by first-mortgage liens on certain properties. The mortgages are non-recourse except for instances of fraud or misapplication of funds. Debt consisted of the following (in thousands):

Loan/Collateral	Interest Rate	Maturity Date	12/31/15 Property Carrying Value	Balance Outstanding as of	
				December 31, 2015	December 31, 2014
Senior Unsecured Revolving Credit Facility (1)	1.93%	November 25, 2019	\$ —	\$ 65,580	\$ 22,500
SpringHill Suites by Marriott Washington, PA (7)	5.84%	April 1, 2015	11,209	—	4,760
Courtyard by Marriott Altoona, PA (9)	5.96%	April 1, 2016	10,138	5,954	6,172
Residence Inn by Marriott New Rochelle, NY	5.75%	September 1, 2021	20,847	14,496	14,832
Residence Inn by Marriott San Diego, CA	4.66%	February 6, 2023	45,678	29,555	30,062
Homewood Suites by Hilton San Antonio, TX	4.59%	February 6, 2023	33,781	16,880	17,174
Residence Inn by Marriott Vienna, VA	4.49%	February 6, 2023	31,824	23,124	23,534
Courtyard by Marriott Houston, TX	4.19%	May 6, 2023	31,231	19,123	19,475
Hyatt Place Pittsburgh, PA	4.65%	July 6, 2023	36,940	23,268	23,657
Residence Inn by Marriott Bellevue, WA	4.97%	December 6, 2023	70,981	46,907	47,580
Residence Inn by Marriott Garden Grove, CA (2)	4.79%	April 6, 2024	41,957	34,000	34,000
Residence Inn by Marriott Silicon Valley I, CA (3)	4.64%	July 1, 2024	86,416	64,800	64,800
Residence Inn by Marriott Silicon Valley II, CA (3)	4.64%	July 1, 2024	94,492	70,700	70,700
Residence Inn by Marriott San Mateo, CA (3)	4.64%	July 1, 2024	68,315	48,600	48,600
Residence Inn by Marriott Mountain View, CA (3)	4.64%	July 1, 2024	54,790	37,900	37,900
SpringHill Suites by Marriott Savannah, GA (4)	4.62%	July 6, 2024	38,213	30,000	30,000
Hilton Garden Inn Marina del Rey, CA (8)	4.68%	July 6, 2024	44,155	22,510	—
Homewood Suites by Hilton Billerica, MA (5)	4.32%	December 6, 2024	11,547	16,225	16,225
Homewood Suite by Hilton Carlsbad, CA (5)	4.32%	December 6, 2024	28,397	19,950	19,950
Hampton Inn & Suites Houston Medical Cntr., TX (6)	4.25%	January 6, 2025	15,299	18,300	18,300
Total			\$ 776,210	\$ 607,872	\$ 550,221

- (1) The interest rate for the senior unsecured revolving credit facility is variable and based on LIBOR plus an applicable margin ranging from 1.55% to 2.3%.
- (2) On March 21, 2014, the Company refinanced the mortgage for the Residence Inn Garden Grove hotel. The new loan has a 10-year term and a 30-year amortization payment schedule but is interest only for the first 12 months. The Company incurred \$184 in costs for the early extinguishment of debt related to the old loan.
- (3) On June 9, 2014, the Company obtained 4 new mortgage loans secured by first mortgages on the Silicon Valley I, Silicon Valley II, San Mateo and Mountain View hotels, respectively. The new loans have 10-year terms and 30-year amortization payment schedules but are interest only for the first 60 months.
- (4) On July 2, 2014, the Company obtained a new mortgage loan secured by a first mortgage on the Springhill Suites Savannah hotel. The loan has a 10-year term and a 30-year amortization payment schedule but is interest only for the first 60 months.
- (5) On November 25, 2014, the Company obtained 2 new mortgage loans secured by first mortgages on each of the Homewood Suites by Hilton Billerica and Homewood Suites by Hilton Carlsbad hotels. The loans have 10-year terms and 30-year amortization payment schedules but are interest only for the first 36 months.
- (6) On December 17, 2014, the Company obtained a new mortgage loan secured by a first mortgage on the Hampton Inn and Suites by Hilton Houston Medical Center hotel. The loan has a 10-year term, a 30-year amortization payment schedule but is interest only for the first 36 months.
- (7) On March 31, 2015, the Company paid off the loan secured by the SpringHill Suites by Marriott Washington, PA hotel, due April 1, 2015.
- (8) On September 17, 2015, the Company assumed the mortgage loan secured by a first mortgage on the Hilton Garden Inn Marina del Rey hotel. The loan has a 10-year term, a 30-year amortization payment schedule.
- (9) On January 4, 2016, the Company paid off the loan secured by the Courtyard by Marriott Altoona, PA hotel, due April 1, 2016.

On November 25, 2015, Company, as parent guarantor, and as borrower, entered into a new unsecured revolving credit agreement with the lenders party thereto, Barclays Bank PLC, Citigroup Global Markets Inc., Regions Capital Markets and U.S. Bank National Association as joint lead arrangers, Barclays Bank PLC as administrative agent, Regions Bank as syndication agent and Citibank, N.A. and U.S. Bank National Association as co-documentation agents (the "New Credit Agreement"). The New Credit Agreement has an initial maturity date of November 25, 2019, which may be extended for an additional year upon the payment of applicable fees and satisfaction of certain customary conditions. In connection with the entry into the New Credit Agreement, the Company and the Operating Partnership terminated the Amended and Restated Credit Agreement, dated as of November 5, 2012, as amended, among the Company, the Operating Partnership, the lenders party thereto, Barclays Capital Inc. and Regions Capital Markets as joint lead arrangers, Barclays Bank PLC as administrative agent, Regions Bank as syndication agent, Credit Agricole Corporate and Investment Bank, UBS Securities and US Bank National Association as co-documentation agents (the "Existing Credit Agreement"), which was composed of a secured revolving credit facility that provided borrowing capacity of up to \$175,000. Proceeds under the New Credit Agreement were used to repay outstanding borrowings under the Existing Credit Agreement. The senior unsecured revolving credit facility includes limitations on the extent of allowable distributions from the operating partnership to the Company not to exceed the greater of 95% of adjusted funds from operations and the minimum amount of distributions required for the Company to maintain its REIT status. Other key terms are as follows:

Borrowing Capacity:	Up to \$250,000
Accordion feature:	Increase borrowing capacity by up to additional \$150,000
Interest rate:	Floating rate based on LIBOR plus 155-230 basis points, based on leverage ratio
Unused fee:	20 basis points if less than 50% unused, 30 basis points if more than 50% unused
Maximum leverage ratio:	60%
Minimum fixed charge coverage ratio:	1.5x

At December 31, 2015 and 2014, the Company had \$65,580 and \$22,500, respectively, of outstanding borrowings under its revolving credit facilities. At December 31, 2015, the maximum borrowing availability under the senior unsecured revolving credit facility was \$250,000.

The Company estimates the fair value of its fixed rate debt, which is all of the Company's mortgage loans, by discounting the future cash flows of each instrument at estimated market rates. Rates take into consideration general market conditions, quality and estimated value of collateral and maturity of debt with similar credit terms and are classified within level 3 of the fair value hierarchy. The estimated fair value of the Company's fixed rate debt as of December 31, 2015 and 2014 was \$522,713 and \$542,538, respectively.

The Company estimates the fair value of its variable rate debt by taking into account general market conditions and the estimated credit terms it could obtain for debt with a similar maturity and that is classified within level 3 of the fair value hierarchy. As of December 31, 2015, the Company's only variable rate debt is under its senior unsecured revolving credit facility. The estimated fair value of the Company's variable rate debt as of December 31, 2015 and 2014 was \$65,574 and \$22,500, respectively.

As of December 31, 2015, the Company was in compliance with all of its financial covenants. At December 31, 2015, the Company's consolidated fixed charge coverage ratio was 3.51. Future scheduled principal payments of debt obligations as of December 31, 2015, for each of the next five calendar years and thereafter are as follows (in thousands):

	Amount
2016	\$ 9,868
2017	4,302
2018	5,374
2019	7,340
2020	75,479
Thereafter	505,509
Total	\$ 607,872

7. Income Taxes

The Company's TRSs are subject to federal and state income taxes. The Company's TRSs are structured under two TRS holding companies, which are referred to as TRS 1 and TRS 2, which are treated separately for income tax purposes.

The components of income tax expense for the following periods are as follows (in thousands):

	For the year ended		
	December 31,		
	2015	2014	2013
Current:			
Federal	\$ 129	\$ 82	\$ 93
State	131	27	30
Current tax expense	\$ 260	\$ 109	\$ 123
Deferred:			
Federal	—	(3)	—
State	—	(1)	1
Deferred tax expense	—	(4)	1
Total tax expense	\$ 260	\$ 105	\$ 124

The difference between income tax expense and the amount computed by applying the statutory federal income tax rate to the combined income of the Company's TRSs before taxes were as follows (in thousands):

	For the year ended		
	December 31,		
	2015	2014	2013
Book income (loss) before income taxes	\$ 2,384	\$ (520)	\$ (2,080)
Statutory rate of 34% applied to pre-tax income	\$ 810	\$ (178)	\$ (707)
Effect of state and local income taxes, net of federal tax benefit	97	(14)	(82)
Provision to return and deferred adjustment	211	40	118
Permanent adjustments and other	140	—	—
Change in valuation allowance	(998)	257	795
Total expense	\$ 260	\$ 105	\$ 124
Effective tax rate	10.91%	(20.19)%	(5.96)%

At December 31, 2015, TRS 1 had a gross deferred tax asset associated with future tax deductions of \$284. TRS 1 has continued to record a full valuation allowance equal to 100% of the gross deferred tax asset due to the uncertainty of realizing the benefit of its deferred assets due to the cumulative taxable losses incurred by TRS 1 since its inception. TRS 2 has a gross deferred tax asset of \$0 as of December 31, 2015 and no valuation allowance has been recorded in connection with the gross deferred tax assets of TRS 2 for December 31, 2015 and 2014. Accordingly, the net deferred tax asset of the Company solely relates to the deferred tax assets generated by TRS 2 during the years ended December 31, 2015 and 2014. The tax effect of each type of temporary difference and carry forward that gives rise to the deferred tax asset as of December 31, 2015 and 2014 are as follows (in thousands):

	For the year ended	
	December 31,	
	2015	2014
Deferred tax assets:		
Allowance for doubtful accounts	\$ 36	\$ 28
Other	489	230
Valuation allowance	(240)	(248)
Current deferred tax asset	\$ 285	\$ 10
Non-current		
Total book to tax difference in partnership	\$ (356)	\$ (165)
Net operating loss	130	1,214
Valuation allowance	(59)	(1,049)
Non-current deferred tax asset	\$ (285)	\$ —
Net deferred tax asset	\$ —	\$ 10

8. Dividends Declared and Paid

The Company declared regular common share dividends of \$1.20 per share and distributions on LTIP units of \$1.20 per unit for the year ended December 31, 2015. The dividends and distributions and their tax characterization were as follows:

	Record Date	Payment Date	Common Share Distribution Amount	LTIP Unit Distribution Amount	Ordinary Income	Capital Gain
January	1/30/2015	2/27/2015	\$ 0.10	\$ 0.10	\$ 0.094	\$ 0.006
February	2/27/2015	3/27/2015	0.10	0.10	0.094	0.006
March	3/31/2015	4/24/2015	0.10	0.10	0.094	0.006
1st Quarter 2015			\$ 0.30	\$ 0.30	\$ 0.282	\$ 0.018
April	4/30/2015	5/29/2015	\$ 0.10	\$ 0.10	\$ 0.094	\$ 0.006
May	5/29/2015	6/26/2015	0.10	0.10	0.094	0.006
June	6/30/2015	7/31/2015	0.10	\$ 0.10	0.094	0.006
2nd Quarter 2015			\$ 0.30	\$ 0.30	\$ 0.282	\$ 0.018
July	7/31/2015	8/28/2015	\$ 0.10	\$ 0.10	\$ 0.094	\$ 0.006
August	8/31/2015	9/25/2015	0.10	0.10	0.094	0.006
September	9/30/2015	10/30/2015	\$ 0.10	0.10	\$ 0.094	\$ 0.006
3rd Quarter 2015			\$ 0.30	\$ 0.30	\$ 0.282	\$ 0.018
October	10/30/2015	11/27/2015	\$ 0.10	\$ 0.10	\$ 0.094	\$ 0.006
November	11/30/2015	12/28/2015	0.10	0.10	0.094	0.006
December	12/31/2015	1/29/2016	\$ 0.10	\$ 0.10	\$ 0.094	\$ 0.006
4th Quarter 2015			\$ 0.30	\$ 0.30	\$ 0.282	\$ 0.018
Total 2015			\$ 1.20	\$ 1.20	\$ 1.128	\$ 0.072

	Record Date	Payment Date	Common Share Distribution Amount	LTIP Unit Distribution Amount	Ordinary Income	Capital Gain
January	1/31/2014	2/28/2014	\$ 0.07	\$ 0.07	\$ 0.069	\$ 0.001
February	2/28/2014	3/28/2014	0.07	0.07	0.069	0.001
March	3/31/2014	4/25/2014	0.07	0.07	0.069	0.001
1st Quarter 2014			\$ 0.21	\$ 0.21	\$ 0.207	\$ 0.003
April	4/30/2014	5/30/2014	\$ 0.08	\$ 0.08	\$ 0.078	\$ 0.002
May	5/30/2014	6/27/2014	0.08	0.08	0.078	0.002
June	6/30/2014	7/25/2014	0.08	\$ 0.08	0.078	0.002
2nd Quarter 2014			\$ 0.24	\$ 0.24	\$ 0.234	\$ 0.006
July	7/31/2014	8/29/2014	\$ 0.08	\$ 0.08	\$ 0.078	\$ 0.002
August	8/29/2014	9/26/2014	0.08	0.08	0.078	0.002
September	9/30/2014	10/31/2014	\$ 0.08	0.08	\$ 0.078	\$ 0.002
3rd Quarter 2014			\$ 0.24	\$ 0.24	\$ 0.234	\$ 0.006
October	10/31/2014	11/28/2014	\$ 0.08	\$ 0.08	\$ 0.078	\$ 0.002
November	11/28/2014	12/26/2014	0.08	0.08	0.078	0.002
December	12/31/2014	1/30/2015	\$ 0.08	\$ 0.08	\$ 0.078	\$ 0.002
4th Quarter 2014			\$ 0.24	\$ 0.24	\$ 0.234	\$ 0.006
Total 2014			\$ 0.93	\$ 0.93	\$ 0.909	\$ 0.021

For the year ended December 31, 2015, approximately 94.0% of the distributions paid to stockholders were considered ordinary income and approximately 6.0% were considered capital gains. For the year ended December 31, 2014, approximately 97.7% of the distributions paid to stockholders were considered ordinary income and approximately 2.3% were considered a return of capital for federal income tax purposes. A special dividend payment of \$0.08 per share was authorized by the Company's Board of Trustees and declared by the Company on December 31, 2015. This special dividend was paid on January 29, 2016 to shareholders of record on January 15, 2016 and will be taxable to shareholders in 2016.

9. Shareholders' Equity

Common Shares

The Company is authorized to issue up to 500,000,000 common shares of beneficial interest, \$.01 par value per share ("common shares"). Each outstanding common share entitles the holder to one vote on all matters submitted to a vote of shareholders. Holders of the Company's common shares are entitled to receive dividends when authorized by the Company's Board of Trustees. As of December 31, 2015, 38,308,937 common shares were outstanding.

Common share offerings of the Company consisted of the following from inception through December 31, 2015:

Type of Offering ⁽¹⁾	Date	Shares Issued	Price per Share	Gross Proceeds (in thousands)	Net Proceeds (in thousands)
Initial public offering	4/21/2010	8,625,000	\$ 20.00	\$ 172,500	\$ 158,700
Private placement offering ⁽²⁾	4/21/2010	500,000	20.00	10,000	10,000
Follow-on common share offering	2/8/2011	4,000,000	16.00	64,000	60,300
Over-allotment option	2/8/2011	600,000	16.00	9,600	9,100
Follow-on common share offering	1/14/2013	3,500,000	14.70	51,400	48,400
Over-allotment option	1/31/2013	92,677	14.70	1,400	1,300
Follow-on common share offering	6/18/2013	4,500,000	16.35	73,600	70,000
Over-allotment option	6/28/2013	475,823	16.35	7,800	7,400
Follow-on common share offering	9/30/2013	3,250,000	18.35	59,600	56,700
Over-allotment option	10/11/2013	487,500	18.35	8,900	8,500
Follow-on common share offering	9/24/2014	6,000,000	21.85	131,100	125,600
Over-allotment option	9/24/2014	900,000	21.85	19,700	18,900
Follow-on common share offering	1/27/2015	3,500,000	30.00	105,000	103,300
Over-allotment option	1/27/2015	525,000	30.00	15,750	15,500
		36,956,000		\$ 730,350	\$ 693,700

(1) Excludes any shares issued pursuant to the Company's ATM Plan or DRSP (each as defined below).

(2) The Company sold 500,000 common shares to Jeffrey H. Fisher, the Company's Chairman, President and Chief Executive Officer ("Mr. Fisher") in a private placement concurrent with its IPO.

In January 2014, we established a \$25 million dividend reinvestment and stock purchase plan ("DRSP"). Under the DRSP, shareholders may purchase additional common shares by reinvesting some or all of the cash dividends received on the Company's common shares. Shareholders may also make optional cash purchases of the Company's common shares subject to certain limitations detailed in the prospectus for the DRSP. As of December 31, 2015 and 2014, respectively, we had issued 5,595 and 2,083 shares under the DRSP at a weighted average price of \$25.00 and \$24.38 per share, respectively. As of December 31, 2015, there were common shares having a maximum aggregate sales price of approximately \$24.9 million available for issuance under the DRSP.

In January 2014, the Company established an At the Market Equity Offering ("ATM Plan") whereby, from time to time, the Company may publicly offer and sell up to \$50 million of its common shares by means of ordinary brokers' transactions on the New York Stock Exchange (the "NYSE"), in negotiated transactions or in transactions that are deemed to be "at the market" offerings as defined in Rule 415 under the Securities Act, with Cantor Fitzgerald & Co. acting as sales agent. On January 13, 2015, the Company entered into a sales agreement with Barclays Capital Inc. ("Barclays") to add Barclays as an additional sales agent under the Company's ATM Plan. As of December 31, 2015 and 2014, respectively, we had issued 880,820 and 880,820 shares under the ATM Plan at a weighted average price of \$23.54 per share. As of December 31, 2015, there were common shares having a maximum aggregate sales price of approximately \$29.3 million available for issuance under the ATM Plan.

During the years ended December 31, 2015 and 2014, the Company withheld 763 and 867, respectively, common shares that had vested to executives in accordance with the Equity Incentive Plan at a value of \$29.35 and \$20.63, respectively, per share to meet the minimum statutory tax withholding requirements of the executive which were directly remitted by the Company to the appropriate taxing jurisdiction. Once shares are forfeited, they are not eligible to be reissued. The price per share is determined by using the closing price of the common shares the day before they are withheld.

Preferred Shares

The Company is authorized to issue up to 100,000,000 preferred shares, \$.01 par value per share. No preferred shares were outstanding at December 31, 2015.

Operating Partnership Units

Holders of common units in the Operating Partnership, if and when issued, will have certain redemption rights, which will enable the unit holders to cause the Operating Partnership to redeem their units in exchange for, at the Company's option, cash per unit equal to the market price of the Company's common shares at the time of redemption or for the Company's common shares on a one-for-one basis. The number of shares issuable upon exercise of the redemption rights will be adjusted upon the occurrence of share splits, mergers, consolidations or similar pro-rata share transactions, which otherwise would have the effect of diluting the ownership interests of limited partners or shareholders. As of December 31, 2015 and 2014, there were no Operating Partnership common units held by unaffiliated third parties.

At December 31, 2015 and 2014, an aggregate of 257,775 and 257,775 LTIP units, respectively, a special class of operating partnership units, were held by executive officers. The LTIP units receive per unit distributions equal to the per share distribution paid on common shares. Upon the closing of the Company's equity offering on September 30, 2013, the Company determined that a revaluation event occurred, as defined in the Internal Revenue Code of 1986, as amended, and 26,250 LTIP units of one of the officers of the Company achieved full parity with the common units of the Operating Partnership with respect to liquidating distributions and all other purposes. All of these LTIP units have vested. As of June 4, 2014, the Company determined that a revaluation event occurred, as defined in the Internal Revenue Code of 1986, as amended, and 231,525 LTIP units of the other two officers of the Company achieved full parity with the common units of the Operating Partnership with respect to liquidating distributions and all other purposes. All of the units that have reached parity have vested as of December 31, 2015. Accordingly, these LTIP units will be allocated their pro-rata share of the Company's net income (loss).

At December 31, 2015 and 2014, an aggregate of 183,300 and 0 Class A Performance LTIP units, respectively, were held by executive officers. Prior to vesting, holders of Class A Performance LTIP Units will not be entitled to vote their Class A Performance LTIP units. In addition, under the terms of the Class A Performance LTIP units, a holder of a Class A Performance LTIP unit will generally (i) be entitled to receive 10% of the distributions made on a common unit of the Operating Partnership during the period prior to vesting of such Class A Performance LTIP unit (the "Pre-Vesting Distributions"), (ii) be entitled, upon the vesting of such Class A Performance LTIP unit, to receive a special one-time "catch-up" distribution equal to the aggregate amount of distributions that were paid on a common unit during the period prior to vesting of such Class A Performance LTIP unit minus the aggregate amount of Pre-Vesting Distributions paid on such Class A Performance LTIP unit, and (iii) be entitled, following the vesting of such Class A Performance LTIP unit, to receive the same amount of distributions paid on a common unit of the Operating Partnership.

10. Earnings Per Share

The two class method is used to determine earnings per share because unvested restricted shares and unvested LTIP units are considered to be participating shares. Unvested restricted shares, unvested long-term incentive plan units and unvested Class A Performance units that could potentially dilute basic earnings per share in the future would not be included in the computation of diluted loss per share, for the periods where a loss has been recorded, because they would have been anti-dilutive for the periods presented. The following is a reconciliation of the amounts used in calculating basic and diluted net income per share (in thousands, except share and per share data):

	For the year ended December 31,		
	2015	2014	2013
Numerator:			
Net income	\$ 32,966	\$ 66,873	\$ 2,982
Dividends paid on unvested shares and LTIP units	(151)	(216)	(294)
Undistributed earnings allocated to unvested shares and LTIP units	\$ —	\$ (324)	\$ —
Net income attributable to common shareholders	<u>\$ 32,815</u>	<u>\$ 66,333</u>	<u>\$ 2,688</u>
Denominator:			
Weighted average number of common shares - basic	37,917,871	28,531,094	21,035,892
Effect of dilutive securities:			
Unvested shares	404,414	315,630	247,939
Weighted average number of common shares - diluted	<u>38,322,285</u>	<u>28,846,724</u>	<u>21,283,831</u>
Basic income per Common Share:			
Net income attributable to common shareholders per weighted average common share	<u>\$ 0.87</u>	<u>\$ 2.32</u>	<u>\$ 0.13</u>
Diluted income per Common Share:			
Net income attributable to common shareholders per weighted average common share	<u>\$ 0.86</u>	<u>\$ 2.30</u>	<u>\$ 0.13</u>

11. Equity Incentive Plan

The Company maintains its Equity Incentive Plan to attract and retain independent trustees, executive officers and other key employees and service providers. The Equity Incentive Plan provides for the grant of options to purchase common shares, share awards, share appreciation rights, performance units, LTIP units and other equity-based awards. The Equity Incentive Plan was amended and restated as of May 17, 2013 to increase the maximum number of shares available under the Equity Incentive Plan to 3,000,000 shares. Share awards under this plan generally vest over three to five years, though compensation for the Company's independent trustees includes shares granted that vest immediately. The Company pays dividends on unvested shares and units, except for performance-based shares, for which dividends on unvested performance-based shares are not paid until those shares are vested and Class A Performance LTIP units, for which dividends are paid based on 10% of the declared amount until the Class A Performance LTIP units vest, at which time the remaining 90% of the dividends is paid. Certain awards may provide for accelerated vesting if there is a change in control. As of December 31, 2015, there were 2,013,791 common shares available for issuance under the Equity Incentive Plan.

Restricted Share Awards

A summary of the restricted shares granted to executive officers that have not fully vested pursuant to the Equity Incentive Plan as of December 31, 2015 are:

Award Type	Award Date	Total Shares Granted	Vested as of December 31, 2015
2013 Time-based Awards	1/29/2013	40,829	27,222
2013 Performance-based Awards	5/17/2013	40,829	27,222
2014 Time-based Awards	1/31/2014	48,213	16,071
2014 Performance-based Awards	1/31/2014	38,805	12,935
2015 Time-based Awards	1/30/2015	40,161	—
2015 Performance-based Awards	1/30/2015	36,144	—
2015 Time-based Awards	6/1/2015	8,949	—

Time-based shares will vest over a three-year period. The performance-based shares will be issued and vest over a three-year period only if and to the extent that long-term performance criteria established by the Board of Trustees are met and the recipient remains employed by the Company through the vesting date.

The Company measures compensation expense for time-based vesting restricted share awards based upon the fair market value of its common shares at the date of grant. For the performance-based shares granted in 2013, 2014 and 2015, compensation expense is based on a valuation of \$10.93, \$13.17 and \$21.21, respectively, per performance share granted, which takes into account that some or all of the awards may not vest if long-term performance criteria are not met during the vesting period.

The grant date fair value of the performance awards were determined using a Monte Carlo simulation method with the following assumptions:

Performance Award Grant Date	Volatility	Dividend Yield	Risk Free Interest Rate
5/17/2013	35%	—%	0.43%
1/31/2014	27%	—%	0.71%
1/30/2015	29%	—%	0.84%

Compensation expense is recognized on a straight-line basis over the vesting period and is included in general and administrative expense in the accompanying consolidated statements of operations. The Company pays dividends on non-vested time-based restricted shares. Dividends for performance-based shares are accrued and paid annually only if and to the extent that long-term performance criteria established by the Board of Trustees are met and the recipient remains employed by the Company on the vesting date.

A summary of the Company’s restricted share awards for the years ended December 31, 2015, 2014 and 2013 is as follows:

	December 31, 2015		December 31, 2014		December 31, 2013	
	Number of Shares	Weighted - Average Grant Date Fair Value	Number of Shares	Weighted - Average Grant Date Fair Value	Number of Shares	Weighted - Average Grant Date Fair Value
Non-vested at beginning of the period	179,641	\$ 14.92	158,035	\$ 12.39	140,077	\$ 12.70
Granted	85,254	26.59	87,018	17.46	81,658	13.43
Vested	(94,415)	13.80	(65,412)	12.17	(63,700)	14.39
Non-vested at end of the period	<u>170,480</u>	<u>\$ 21.38</u>	<u>179,641</u>	<u>\$ 14.92</u>	<u>158,035</u>	<u>\$ 12.39</u>

As of December 31, 2015 and 2014, there were \$2,131 and \$1,458, respectively, of unrecognized compensation costs related to restricted share awards. As of December 31, 2015, these costs were expected to be recognized over a weighted-average period of approximately 1.8 years. For the years ended December 31, 2015, 2014 and 2013, the Company recognized approximately \$1,594, \$1,275 and \$966, respectively, of expense related to the restricted share awards. This expense is included in general and administrative expenses in the accompanying consolidated statements of operations.

Long-Term Incentive Plan Units

LTIP units are a special class of partnership interests in the Operating Partnership which may be issued to eligible participants for the performance of services to or for the benefit of the Company. Under the Equity Incentive Plan, each LTIP unit issued is deemed equivalent to an award of one common share thereby reducing the availability for other equity awards on a one-for-one basis. The Company does not receive a tax deduction for the value of any LTIP units granted to employees. Excluding Class A Performance LTIP units, which are discussed below and have specific distribution provisions relating to that specific class of LTIP units. LTIP units, whether vested or not, receive the same per unit profit distributions as other outstanding units of the Operating Partnership, which profit distribution will generally equal per share dividends on the Company’s common shares. Initially, LTIP units have a capital account balance of zero, and do not have full parity with common units with respect to liquidating distributions. The Operating Partnership will revalue its assets upon the occurrence of certain specified events and any increase in valuation will be allocated first to the holders of LTIP units to equalize the capital accounts of such holders with the capital accounts of the Operating Partnership unit holders. If such parity is reached, vested LTIP units may be converted by the holder, at any time, into an equal number of common units in the Operating Partnership, which may be redeemed, at the option of the holder, for cash or at the Company’s option an equivalent number of the Company’s common shares.

On April 21, 2010, the Company’s Operating Partnership granted 246,960 LTIP units to the Company’s executive officers pursuant to the Equity Incentive Plan, all of which are accounted for in accordance with FASB Codification Topic (“ASC”) 718, “Stock Compensation”. On September 9, 2010, the Company’s Operating Partnership granted 26,250 LTIP units to the Company’s then new Chief Financial Officer and 15,435 LTIP units granted to the Company’s former Chief Financial Officer were forfeited. These LTIP units vest ratably over a five years period beginning on the date of grant. All of these LTIP units have vested.

On June 1, 2015, the Company's Operating Partnership granted 183,300 Class A Performance LTIP units, as recommended by the Compensation Committee of the Board (the "Compensation Committee"), pursuant to a long-term, multi-year performance plan (the "Outperformance Plan"). The awards granted pursuant to the Outperformance Plan are subject to two separate performance measurements, with 60% of the award (the "Absolute Award") based solely on the Company's total shareholder return ("TSR") (the "Absolute TSR Component") and 40% of the award (the "Relative Award") measured by the Company's TSR (the "Relative TSR Component") relative to the other companies (the "Index Companies") that were constituents of the SNL US REIT Hotel Index (the "Index") during the entire measurement period. Under the Absolute TSR Component, 37.5% of the Absolute Award is earned if the Company achieves a 25% TSR over the measurement period. That percentage increases on a linear basis with the full Absolute Award being earned at a 50% TSR over the measurement period. For TSR performance below 25%, no portion of the Absolute Award will be earned. Under the Relative TSR Component, 37.5% of the Relative Award is earned if the Company is at the 50th percentile of the Index Companies at the end of the measurement period. That percentage increases on a linear basis with the full Relative Award earned if the Company is at the 75th percentile of the Index Companies at the end of the measurement period. If the Company is below the 50th percentile of the Index Companies at the end of the measurement period, no portion of the Relative Award will be earned. Compensation expense is based on an estimated value of \$14.13 per Class A Performance LTIP unit, which takes into account that some or all of the awards may not vest if long-term performance criteria are not met during the vesting period. Awards earned under the Outperformance Plan will vest 50% at the end of the three-year measurement period on June 1, 2018 and 25% each on the one-year and two-year anniversaries of the end of the three-year measurement period, or June 1, 2019 and 2020, respectively, and provided that the recipient remains employed by the Company through the vesting dates. In the event of a Change in Control (as defined in the executive officers' employment agreements), Outperformance Plan awards will be earned contingent upon the attainment of a pro rata TSR hurdle for the Absolute Award and achievement of the relative TSR percentile for the Relative Award based upon the in-place formula and using the Change of Control as the end of measurement period. Vesting continues to apply to awards earned upon a Change of Control, subject to full acceleration upon termination without cause or resignation for good reason within 18 months of the Change of Control. Prior to vesting, holders of Class A Performance LTIP Units will not be entitled to vote their Class A Performance LTIP units. In addition, under the terms of the Class A Performance LTIP units, a holder of a Class A Performance LTIP unit will generally (i) be entitled to receive 10% of the distributions made on a common unit of the Operating Partnership during the period prior to vesting of such Class A Performance LTIP unit (the "Pre-Vesting Distributions"), (ii) be entitled, upon the vesting of such Class A Performance LTIP unit, to receive a special one-time "catch-up" distribution equal to the aggregate amount of distributions that were paid on a common unit during the period prior to vesting of such Class A Performance LTIP unit minus the aggregate amount of Pre-Vesting Distributions paid on such Class A Performance LTIP unit, and (iii) be entitled, following the vesting of such Class A Performance LTIP unit, to receive the same amount of distributions paid on a common unit of the Operating Partnership.

The LTIP units' fair value was determined using a Monte Carlo approach. In determining the discounted value of the LTIP units, the Company considered the inherent uncertainty that the LTIP units would never reach parity with the other common units of the Operating Partnership and thus have an economic value of zero to the grantee. Additional factors considered in reaching the assumptions of uncertainty included discounts for illiquidity; expectations for future dividends; limited or no operating history as of the date of the grant; significant dependency on the efforts and services of our executive officers and other key members of management to implement the Company's business plan; available acquisition opportunities; and economic environment and conditions.

The grant date fair value of the performance LTIP awards were determined using a Monte Carlo simulation method with the following assumptions (based on the three year risk free U.S. Treasury yield over the measurement period of the LTIP awards):

Performance Award Grant Date	Volatility	Dividend Yield	Risk Free Interest Rate
6/1/2015	26%	4.5%	0.95%

The Company recorded \$691, \$783 and \$783 in compensation expense related to the LTIP units for years ended December 31, 2015, 2014 and 2013, respectively. As of December 31, 2015 and 2014, there was \$2,166 and \$267, respectively, of total unrecognized compensation cost related to LTIP units. This cost is expected to be recognized over approximately 3.2 years, which represents the weighted average remaining vesting period of the LTIP units. Upon the closing of the Company's equity offering on September 30, 2013, the Company determined that a revaluation event occurred, as defined in the Internal Revenue Code of 1986, as amended, and 26,250 LTIP units of one of the officers of the Company achieved full parity with the common units of the Operating Partnership with respect to liquidating distributions and all other purposes. All of these LTIP units have vested as of December 31, 2015. As of June 4, 2014, the Company determined that a revaluation event occurred, as defined in the Internal Revenue Code of 1986, as amended, and 231,525 LTIP units of the other two officers of the Company achieved full parity with the common units of the Operating Partnership with respect to liquidating distributions and all other purposes. All of the LTIP units that have reached parity have vested as of December 31, 2015. Accordingly, these LTIP units were allocated their pro-rata share of the Company's net income.

Board of Trustee Share Compensation

For 2015, each independent trustee was compensated \$100 for their services. For 2014, 2013 and 2012, each independent trustee was compensated \$75 for their services. Each trustee may elect to receive up to 100% of their compensation in the form of shares, but must receive at least 50% in the form of shares. In January 2015, 2014 and 2013, the Company issued 14,113, 16,542 and 22,536 common shares, respectively, to its independent trustees as compensation for services performed in 2014, 2013 and 2012, respectively. The quantity of shares was calculated based on the average of the closing price for the Company's common shares on the NYSE for the last ten trading days preceding the reporting date. On January 15, 2016, the Company distributed 26,488 common shares to its independent trustees for services performed in 2015.

12. Commitments and Contingencies

Litigation

The nature of the operations of the Company's hotels exposes those hotels, the Company and the Operating Partnership to the risk of claims and litigation in the normal course of their business. An affiliate of the Company is currently a defendant, along with IHM, in a class action lawsuit pending in the San Diego County Superior Court. Two class action lawsuits were filed on April 25, 2012 and February 27, 2013, respectively, and were subsequently consolidated on November 8, 2013 under the title *Martinez et al v. Island Hospitality Management, Inc., et al.* Case No. 37-2012-00096221-CU-OE-CTL. The class action relates to fifteen hotels operated by IHM in the state of California and owned by affiliates of the Company, the NewINK JV, the Innkeepers JV, and/or certain third parties. Both complaints in the now consolidated lawsuit allege various wage and hour law violations including unpaid off-the-clock work, failure to provide meal breaks and failure to provide rest breaks. The plaintiffs seek injunctive relief, money damages, penalties, and interest. We are defending our case vigorously. As of December 31, 2015, included in accounts payable and expenses is \$171, which represents an estimate of the Company's exposure to the litigation and is also estimated as the maximum possible loss that the Company may incur.

Hotel Ground Rent

The Courtyard Altoona hotel is subject to a ground lease with an expiration date of April 30, 2029 with an extension option by the Company of up to 12 additional terms of five years each. Monthly payments are determined by the quarterly average room occupancy of the hotel. Rent is equal to approximately \$8 per month when monthly occupancy is less than 85% and can increase up to approximately \$20 per month if occupancy is 100%, with minimum rent increased on an annual basis by two and one-half percent (2.5%).

The Residence Inn San Diego Gaslamp hotel is subject to a ground lease with an expiration of January 31, 2065 with an extension option of up to 3 additional terms of ten years each. Monthly payments are currently \$40 per month and increase 10% every 5 years. The hotel is subject to supplemental rent payments annually calculated as 5% of gross revenues during the applicable lease year, minus 12 times the monthly base rent scheduled for the lease year.

At the Residence Inn New Rochelle hotel is subject to an air rights lease and garage lease that each expires on December 1, 2104. The lease agreements with the City of New Rochelle cover the space above the parking garage that is occupied by the hotel as well as 128 parking spaces in a parking garage that is attached to the hotel. The annual base rent for the garage lease is the hotel's proportionate share of the city's adopted budget for the operations, management and maintenance of the garage and established reserves to fund the cost of capital repairs. Aggregate rent for 2015 under these leases amounted to approximately \$123.

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The Hilton Garden Inn Marina del Rey hotel is subject to a ground lease with an expiration of December 31, 2067. Minimum monthly payments are currently \$43 per month and a percentage rent payment less the minimum rent is due in arrears equal to 5% to 25% of gross income based on the type of income.

The Residence Inn Il Lugano hotel land is owned by the Company and is the lessee to an adjacent dock is subject to a renewable submerged land lease with an expiration of April 1, 2016. Renewal of the submerged land lease is at the sole option of the lessor. In the event the Company is in full compliance with the terms of the lease, the lessor is required to begin the renewal process. The annual lease payment is \$2.

The Company entered into a new corporate office lease in September 2015. The lease is for a term of 11 years and includes a 12-month rent abatement period and certain tenant improvement allowances. The Company has a renewal option of up to 2 successive terms of five years each. The Company will share the space with related parties and will be reimbursed for the pro-rata share of rentable space occupied by the related parties.

Future minimum rental payments under the terms of all non-cancellable operating ground leases and the office lease under which the Company is the lessee are expensed on a straight-line basis regardless of when payments are due. The following is a schedule of the minimum future payments required under the ground, air rights, submerged, garage leases and office lease as of December 31, 2015, and for each of the next four calendar years and thereafter (in thousands):

	Other Leases ⁽¹⁾	Office Lease
	Amount	
2016	\$ 1,213	\$ 231
2017	1,215	745
2018	1,217	772
2019	1,220	792
2020	1,267	812
Thereafter	70,727	4,995
Total	<u>\$ 76,859</u>	<u>\$ 8,347</u>

Management Agreements

The management agreements with Concord have an initial ten-year term that expire on February 28, 2017 and will renew automatically for successive one-year terms unless terminated by the TRS lessee or the manager by written notice to the other party no later than 90 days prior to the then current term's expiration date. The management agreements may be terminated for cause, including the failure of the managed hotel operating performance to meet specified levels. If the Company were to terminate the management agreements during the first nine years of the initial term other than for breach or default by the manager, the Company would be responsible for paying termination fees to the manager.

The management agreements with IHM have an initial term of five years and automatically renew for two five-year periods unless IHM provides written notice to us no later than 90 days prior to the then current term's expiration date of its intent not to renew. The IHM management agreements provide for early termination at the Company's option upon sale of any IHM-managed hotel for no termination fee, with six months advance notice. The IHM management agreements may be terminated for cause, including the failure of the managed hotel to meet specified performance levels. Base management fees are calculated as a percentage of the hotel's gross room revenue. If certain financial thresholds are met or exceeded, an incentive management fee is calculated as 10% of the hotel's net operating income less fixed costs, base management fees and a specified return threshold. The incentive management fee is capped at 1% of gross hotel revenues for the applicable calculation.

As of December 31, 2015, Terms of the Company's management agreements are (dollars are not in thousands):

Property	Management Company	Base Management Fee	Monthly Accounting Fee	Monthly Revenue Management Fee	Incentive Management Fee Cap
Courtyard Altoona	Concord	4.0%	\$ 1,211	\$ —	—%
Springhill Suites Washington	Concord	4.0%	991	—	—%
Homewood Suites by Hilton Boston-Billerica/Bedford/ Burlington	IHM	2.0%	1,000	550	1.0%
Homewood Suites by Hilton Minneapolis-Mall of America	IHM	2.0%	1,000	550	1.0%
Homewood Suites by Hilton Nashville-Brentwood	IHM	2.0%	1,000	550	1.0%
Homewood Suites by Hilton Dallas-Market Center	IHM	2.0%	1,000	550	1.0%
Homewood Suites by Hilton Hartford-Farmington	IHM	2.0%	1,000	550	1.0%
Homewood Suites by Hilton Orlando-Maitland	IHM	2.0%	1,000	550	1.0%
Homewood Suites by Hilton Carlsbad (North San Diego County)	IHM	3.0%	1,000	—	1.0%
Hampton Inn & Suites Houston-Medical Center	IHM	3.0%	1,000	—	1.0%
Residence Inn Long Island Holtsville	IHM	3.0%	1,000	—	1.0%
Residence Inn White Plains	IHM	3.0%	1,000	—	1.0%
Residence Inn New Rochelle	IHM	3.0%	1,000	—	1.0%
Residence Inn Garden Grove	IHM	2.5%	1,000	—	1.0%
Residence Inn Mission Valley	IHM	2.5%	1,000	—	1.0%
Homewood Suites by Hilton San Antonio River Walk	IHM	2.5%	1,000	—	1.0%
Residence Inn Washington DC	IHM	2.5%	1,000	—	1.0%
Residence Inn Tysons Corner	IHM	2.5%	1,000	—	1.0%
Hampton Inn Portland Downtown	IHM	3.0%	1,000	550	1.0%
Courtyard Houston	IHM	3.0%	1,000	550	1.0%
Hyatt Place Pittsburgh North Shore	IHM	3.0%	1,500	1,000	1.0%
Hampton Inn Exeter	IHM	3.0%	1,200	1,000	1.0%
Hilton Garden Inn Denver Tech	IHM	3.0%	1,500	1,000	1.0%
Residence Inn Bellevue	IHM	3.0%	1,200	1,000	1.0%
Springhill Suites Savannah	IHM	3.0%	1,200	1,000	1.0%
Residence Inn Silicon Valley I	IHM	3.0%	1,200	1,000	1.0%
Residence Inn Silicon Valley II	IHM	3.0%	1,200	1,000	1.0%
Residence Inn San Mateo	IHM	3.0%	1,200	1,000	1.0%
Residence Inn Mountain View	IHM	3.0%	1,200	1,000	1.0%
Hyatt Place Cherry Creek	IHM	3.0%	1,500	1,000	1.0%
Courtyard Addison	IHM	3.0%	1,500	1,000	1.0%
Courtyard West University Houston	IHM	3.0%	1,500	1,000	1.0%
Residence Inn West University Houston	IHM	3.0%	1,200	1,000	1.0%
Hilton Garden Inn Burlington	IHM	3.0%	1,500	1,000	1.0%
Residence Inn San Diego Gaslamp	IHM	3.0%	1,500	1,000	1.0%
Hilton Garden Inn Marina del Rey	IHM	3.0%	1,500	1,000	1.0%
Residence Inn Dedham	IHM	3.0%	1,200	1,000	1.0%
Residence Inn Il Lugano	IHM	3.0%	1,500	1,000	1.0%

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Management fees totaled approximately \$8,742, \$6,096 and \$3,752, respectively, for the years ended December 31, 2015, 2014 and 2013. Incentive management fees paid to IHM for the years ended years ended December 31, 2015, 2014 and 2013 were \$278, \$161 and \$63, respectively. There have been no incentive management fees paid to Concord.

Franchise Agreements

The Company's TRS Lessees have entered into hotel franchise agreements with Promus Hotels, Inc., a subsidiary of Hilton, Hampton Inns Franchise, LLC, Marriott International, Inc., Hyatt Hotels, LLC and Hilton Garden Inns Franchise, LLC.

Terms of the Company's franchise agreements are as of December 31, 2015:

Property	Franchise/Royalty Fee	Marketing/Program Fee	Expiration
Homewood Suites by Hilton Boston-Billerica/ Bedford/ Burlington	4.0%	4.0%	2025
Homewood Suites by Hilton Minneapolis-Mall of America	4.0%	4.0%	2025
Homewood Suites by Hilton Nashville-Brentwood	4.0%	4.0%	2025
Homewood Suites by Hilton Dallas-Market Center	4.0%	4.0%	2025
Homewood Suites by Hilton Hartford-Farmington	4.0%	4.0%	2025
Homewood Suites by Hilton Orlando-Maitland	4.0%	4.0%	2025
Homewood Suites by Hilton Carlsbad (North San Diego County)	4.0%	4.0%	2028
Hampton Inn & Suites Houston-Medical Center	5.0%	4.0%	2020
Courtyard Altoona	5.5%	2.0%	2030
Springhill Suites Washington	5.0%	2.5%	2030
Residence Inn Long Island Holtsville	5.5%	2.5%	2025
Residence Inn White Plains	5.5%	2.5%	2030
Residence Inn New Rochelle	5.5%	2.5%	2030
Residence Inn Garden Grove	5.0%	2.5%	2031
Residence Inn Mission Valley	5.0%	2.5%	2031
Homewood Suites by Hilton San Antonio River Walk	4.0%	4.0%	2026
Residence Inn Washington DC	5.5%	2.5%	2033
Residence Inn Tysons Corner	5.0%	2.5%	2031
Hampton Inn Portland Downtown	6.0%	4.0%	2032
Courtyard Houston	5.5%	2.0%	2030
Hyatt Place Pittsburgh North Shore	5.0%	3.5%	2030
Hampton Inn Exeter	6.0%	4.0%	2031
Hilton Garden Inn Denver Tech	5.5%	4.3%	2028
Residence Inn Bellevue	5.5%	2.5%	2033
Springhill Suites Savannah	5.0%	2.5%	2033
Residence Inn Silicon Valley I	5.5%	2.5%	2029
Residence Inn Silicon Valley II	5.5%	2.5%	2029
Residence Inn San Mateo	5.5%	2.5%	2029
Residence Inn Mountain View	5.5%	2.5%	2029
Hyatt Place Cherry Creek	3% to 5.0%	3.5%	2034
Courtyard Addison	5.5%	2.0%	2029
Courtyard West University Houston	5.5%	2.0%	2029
Residence Inn West University Houston	6.0%	2.0%	2024
Hilton Garden Inn Burlington	5.5%	4.3%	2029
Residence Inn San Diego Gaslamp	6.0%	2.5%	2035
Hilton Garden Inn Marina del Rey	3% to 5.5%	4.3%	2030
Residence Inn Dedham	6.0%	2.5%	2030
Residence Inn Il Lugano	3% to 6.0%	2.5%	2045

Franchise and marketing/program fees totaled approximately \$21,240, \$15,110 and \$9,394, respectively, for the years ended December 31, 2015, 2014 and 2013.

13. Related Party Transactions

Mr. Fisher owns 51% of IHM and affiliates of NorthStar Asset Management Group, Inc. own 45%. As of December 31, 2015, the Company had hotel management agreements with IHM to manage 36 of its wholly owned hotels. As of December 31, 2015, all 47 hotels owned by the NewINK JV and 34 of the 48 hotels owned by the Inland JV were managed by IHM. Hotel management, revenue management and accounting fees paid to IHM for the hotels owned by the Company for the years ended December 31, 2015, 2014 and 2013 were \$8,466, \$5,761 and \$3,448, respectively. At December 31, 2015 and 2014, the amounts due to IHM were \$998 and \$558, respectively. Incentive management fees paid to IHM by the Company for the years ended December 31, 2015, 2014 and 2013 were \$278, \$161 and \$63, respectively.

Cost reimbursements from unconsolidated real estate entities revenue represents reimbursements of costs incurred on behalf of the Innkeepers, NewINK, Inland JVs and an entity Castleblack Owner Holding, LLC. ("Castleblack") which is 97.5% owned by affiliates of NorthStar and 2.5% owned by Mr. Fisher. These costs relate primarily to corporate payroll costs at the Innkeepers, NewINK and Inland JVs where the Company is the employer. As the Company records cost reimbursements based upon costs incurred with no added markup, the revenue and related expense has no impact on the Company's operating income or net income. Cost reimbursements from the Innkeepers JV are recorded based upon the occurrence of a reimbursed activity.

Various shared office expenses and rent are paid by the Company and allocated to the NewINK JV, the Inland JV, Castleblack and IHM based on the amount of square footage occupied by each entity. Insurance expenses for medical, workers compensation and general liability are paid by the NewINK JV and allocated back to the hotel properties or applicable entity.

During 2014, Mr. Fisher entered into a joint venture agreement with NorthStar by which Mr. Fisher acquired a 2.5% non-voting interest in Castleblack.

14. Quarterly Operating Results (unaudited)

	Quarter Ended - 2015			
	March 31	June 30	September 30	December 31
	(in thousands, except share and per share data)			
Total revenue	\$ 58,916	\$ 72,257	\$ 78,229	\$ 67,548
Total operating expenses	50,487	54,191	58,115	58,634
Operating income	8,429	18,066	20,114	8,914
Net income attributable to common shareholders	1,411	12,763	14,315	4,477
Income per common share, basic (1)	0.04	0.33	0.37	0.12
Income per common share, diluted (1)	0.04	0.33	0.37	0.12

Weighted average number of common shares outstanding:				
Basic	37,018,039	38,211,833	38,212,028	38,213,219
Diluted	37,322,278	38,618,824	38,614,360	38,619,472

	Quarter Ended - 2014			
	March 31	June 30	September 30	December 31
	(in thousands, except share and per share data)			
Total revenue	\$ 36,866	\$ 47,077	\$ 60,662	\$ 52,610
Total operating expenses	34,370	42,076	45,979	48,095
Operating income	2,496	5,001	14,683	4,516
Net income (loss) attributable to common shareholders	(1,808)	65,137	8,664	(5,660)
Income (loss) per common share, basic (1)	(0.07)	2.46	0.32	(0.16)
Income (loss) per common share, diluted (1)	(0.07)	2.44	0.31	(0.16)

Weighted average number of common shares outstanding:				
Basic	26,271,678	26,437,878	27,370,815	33,972,134
Diluted	26,271.678	26,734.919	27,695.347	33,972.134

(1) The sum of per share amounts for the four quarters may differ from the annual per share amounts due to the required method of computing weighted-average number of common shares outstanding in the respective periods and share offerings that occurred during the year. Unvested restricted shares and unvested LTIP units could potentially dilute basic earnings per share in the future were not included in the computation of diluted loss per share, for the periods where a loss has been recorded, because they would have been anti-dilutive for the periods presented.

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CHATHAM LODGING TRUST
SCHEDULE III - REAL ESTATE AND ACCUMULATED DEPRECIATION
December 31, 2015
(in thousands)

Description	Year of Acquisition	Encumbrances	Initial Cost			Gross Amount at End of Year					Year of Original Construction	Depreciation Life	
			Land	Buildings & Improvements	Cost Cap. Sub. To Acq. Land	Land	Buildings & Improvements	Total	Bldg & Improvements	Accumulated Depreciation			
Homewood Suites Orlando - Maitland, FL	2010	—	\$ 1,800	\$ 7,200	\$ 34	\$ 3,001	\$ 1,834	\$ 10,201	\$ 12,035	\$ 10,201	\$ 1,503	2000	(1)
Homewood Suites Boston - Billerica, MA	2010	16,225	1,470	10,555	48	1,017	1,518	11,572	13,090	11,572	1,931	1999	(1)
Homewood Suites Minneapolis - Mall of America, Bloomington, MN	2010	—	3,500	13,960	19	1,767	3,519	15,727	19,246	15,727	2,477	1998	(1)
Homewood Suites Nashville - Brentwood, TN	2010	—	1,525	9,300	12	1,361	1,537	10,661	12,198	10,661	1,756	1998	(1)
Homewood Suites Dallas - Market Center, Dallas, TX	2010	—	2,500	7,583	17	1,216	2,517	8,799	11,316	8,799	1,507	1998	(1)
Homewood Suites Hartford - Farmington, CT	2010	—	1,325	9,375	92	1,324	1,417	10,699	12,116	10,699	1,779	1999	(1)
Hampton Inn & Suites Houston - Houston, TX	2010	18,300	3,200	12,709	56	705	3,256	13,414	16,670	13,414	1,933	1997	(1)
Residence Inn Holtsville - Holtsville, NY	2010	—	2,200	18,765	—	1,080	2,200	19,845	22,045	19,845	2,831	2004	(1)
Courtyard Altoona - Altoona, PA	2010	5,954	—	10,730	—	901	—	11,631	11,631	11,631	1,716	2001	(1)
SpringHill Suites Washington - Washington, PA	2010	—	1,000	10,692	—	984	1,000	11,676	12,676	11,676	1,704	2000	(1)
Residence Inn White Plains - White Plains, NY	2010	—	2,200	17,677	—	5,771	2,200	23,448	25,648	23,448	3,037	1982	(1)
Residence Inn New Rochelle - New Rochelle, NY	2010	14,496	—	20,281	9	2,883	9	23,164	23,173	23,164	3,341	2000	(1)
Homewood Suites Carlsbad - Carlsbad, CA	2010	19,950	3,900	27,520	—	144	3,900	27,664	31,564	27,664	3,582	2008	(1)
Residence Inn Garden Grove - Garden Grove, CA	2011	34,000	7,109	35,484	—	1,580	7,109	37,064	44,173	37,064	4,261	2003	(1)
Residence Inn Mission Valley - San Diego, CA	2011	29,554	9,856	39,535	—	474	9,856	40,009	49,865	40,009	4,484	2003	(1)
Homewood Suites San Antonio - San Antonio, TX	2011	16,880	5,999	24,764	7	3,821	6,006	28,585	34,591	28,585	2,999	1996	(1)
Doubletree Suites Washington DC - Washington, DC	2011	—	6,083	22,063	28	4,618	6,111	26,681	32,792	26,681	3,164	1974	(1)
Residence Inn Tyson's Corner - Vienna, VA	2011	23,124	5,752	28,917	—	140	5,752	29,057	34,809	29,057	3,255	2001	(1)
Hampton Inn Portland Downtown - Portland, ME	2012	—	4,315	22,664	—	181	4,315	22,845	27,160	22,845	1,714	2011	(1)
Courtyard Houston - Houston, TX	2013	19,123	5,600	27,350	—	106	5,600	27,456	33,056	27,456	1,991	2010	(1)
Hyatt Place Pittsburgh - Pittsburgh, PA	2013	23,268	3,000	35,576	—	157	3,000	35,733	38,733	35,733	2,280	2011	(1)
Hampton Inn & Suites Exeter - Exeter, NH	2013	—	1,900	12,350	4	14	1,904	12,364	14,268	12,364	742	2010	(1)
Hilton Garden Inn Denver Tech - Denver, CO	2013	—	4,100	23,100	5	446	4,105	23,546	27,651	23,546	1,372	1999	(1)
Residence Inn Bellevue - Bellevue, WA	2013	46,907	13,800	56,957	—	1,740	13,800	58,697	72,497	58,697	3,165	2008	(1)
SpringHill Suites Savannah - Savannah, GA	2013	30,000	2,400	36,050	—	857	2,400	36,907	39,307	36,907	1,900	2009	(1)
Residence Inn Silicon Valley I - Sunnyvale, CA	2014	64,800	42,652	45,846	—	168	42,652	46,014	88,666	46,014	4,792	1983	(1)
Residence Inn Silicon Valley II - Sunnyvale, CA	2014	70,700	46,474	50,380	—	208	46,474	50,588	97,062	50,588	5,264	1985	(1)
Residence Inn San Mateo - San Mateo, CA	2014	48,600	38,420	31,352	—	176	38,420	31,528	69,948	31,528	3,285	1985	(1)
Residence Inn Mt. View - Mountain View, CA	2014	37,900	22,019	31,813	—	105	22,019	31,918	53,937	31,918	3,324	1985	(1)
Hyatt Place Cherry Creek - Cherry Creek, CO	2014	—	3,700	26,300	—	242	3,700	26,542	30,242	26,542	894	1987	(1)
Courtyard Addison - Dallas, TX	2014	—	2,413	21,554	—	60	2,413	21,614	24,027	21,614	607	2000	(1)
Courtyard West University - Houston, TX	2014	—	2,012	17,916	—	79	2,012	17,995	20,007	17,995	505	2004	(1)
Residence Inn West University - Houston, TX	2014	—	3,640	25,631	—	972	3,640	26,603	30,243	26,603	732	2004	(1)
Hilton Garden Inn Burlington - Burlington, MA	2014	—	4,918	27,193	—	569	4,918	27,762	32,680	27,762	790	1975	(1)
Residence Inn Gaslamp - San Diego, CA	2015	—	—	89,040	—	29	—	89,069	89,069	89,069	1,890	2009	(1)
Hilton Garden Inn Marina del Rey, CA	2015	22,510	—	43,210	—	6	—	43,216	43,216	43,216	313	2013	(1)
Residence Inn Dedham, MA	2015	—	4,230	17,304	—	3	4,230	17,307	21,537	17,307	199	1998	(1)
Residence Inn Ft. Lauderdale, FL	2015	—	9,200	24,048	—	—	9,200	24,048	33,248	24,048	226	2008	(1)
Grand Total(s)			\$274,212	\$ 992,744	\$ 331	\$ 38,905	\$274,543	\$ 1,031,649	\$ 1,306,192	\$ 1,031,649	\$ 83,245		

(1) Depreciation is computed based upon the following estimated useful lives:

	<u>Years</u>
Building	40
Land improvements	20
Building improvements	5-20

Notes:

(a) The change in total cost of real estate assets for the year ended is as follows:

	2015	2014	2013	2012	2011
Balance at the beginning of the year	\$1,105,504	\$ 654,560	\$423,729	\$392,463	200,974
Acquisitions	187,032	444,233	222,273	26,979	185,995
Dispositions during the year	—	—	—	(951)	—
Capital expenditures and transfers from construction-in-progress	13,656	6,711	8,558	5,238	5,494
Investment in Real Estate	<u>\$1,306,192</u>	<u>\$1,105,504</u>	<u>\$654,560</u>	<u>\$423,729</u>	<u>\$392,463</u>

(b) The change in accumulated depreciation and amortization of real estate assets for the year ended is as follows:

Balance at the beginning of the year	\$ 50,910	\$ 28,980	\$17,398	\$ 8,394	1,901
Depreciation and amortization	32,335	21,930	11,582	9,004	6,493
Balance at the end of the year	<u>\$ 83,245</u>	<u>\$ 50,910</u>	<u>\$28,980</u>	<u>\$ 17,398</u>	<u>\$8,394</u>

(c) The aggregate cost of properties for federal income tax purposes (in thousands) is approximately \$1,258,452 as of December 31, 2015.

CHATHAM LODGING TRUST
ARTICLES OF AMENDMENT AND RESTATEMENT

FIRST: Chatham Lodging Trust, a Maryland real estate investment trust (the "Trust") formed under Title 8 of the Corporations and Associations Article of the Annotated Code of Maryland ("Title 8"), desires to amend and restate its Declaration of Trust as currently in effect.

SECOND: The following provisions are all the provisions of the Declaration of Trust currently in effect and as hereinafter amended (the "Declaration of Trust"):

ARTICLE I

FORMATION

The Trust is a real estate investment trust within the meaning of Title 8. The Trust shall not be deemed to be a general partnership, limited partnership, joint venture, joint stock company or a corporation but nothing herein shall preclude the Trust from being treated for tax purposes as an association under the Internal Revenue Code of 1986, as amended (the "Code").

ARTICLE II

NAME

The name of the Trust is:

Chatham Lodging Trust

Under circumstances in which the Board of Trustees of the Trust (the "Board of Trustees," or "Board") determines that the use of the name of the Trust is not practicable, the Trust may use any other designation or name for the Trust.

ARTICLE III

PURPOSES AND POWERS

Section 3.1 *Purposes.* The purposes for which the Trust is formed are to engage in any businesses and activities that a trust formed under Title 8 may legally engage in, including, without limitation or obligation, engaging in business as a real estate investment trust ("REIT") within the meaning of Section 856 of the Code.

Section 3.2 *Powers.* The Trust shall have all of the powers granted to real estate investment trusts by Title 8 and all other powers set forth in the Declaration of Trust of the Trust, as it may be amended and supplemented, which are not inconsistent with law and are appropriate to promote and attain the purposes set forth in the Declaration of Trust.

ARTICLE IV
RESIDENT AGENT

The name and address of the resident agent of the Trust in the State of Maryland are The Corporation Trust Incorporated, 351 West Camden St., Baltimore, MD 21201.

The resident agent of the Trust is a Maryland corporation. The Trust may have such offices or places of business within or outside the State of Maryland as the Board of Trustees may from time to time determine.

ARTICLE V
BOARD OF TRUSTEES

Section 5.1 *Powers.* Subject to any express limitations contained in the Declaration of Trust or in the Bylaws of the Trust, as amended from time to time (the "Bylaws"), (a) the business and affairs of the Trust shall be managed under the direction of the Board of Trustees and (b) the Board shall have full, exclusive and absolute power, control and authority over any and all property of the Trust. The Board may take any action as in its sole judgment and discretion is necessary or appropriate to conduct the business and affairs of the Trust. The Declaration of Trust shall be construed with the presumption in favor of the grant of power and authority to the Board. Any construction of the Declaration of Trust or determination made in good faith by the Board concerning its powers and authority hereunder shall be conclusive. The enumeration and definition of particular powers of the Trustees included in the Declaration of Trust or in the Bylaws shall in no way be limited or restricted by reference to or inference from the terms of this or any other provision of the Declaration of Trust or the Bylaws or construed or deemed by inference or otherwise in any manner to exclude or limit the powers conferred upon the Board or the Trustees under the general laws of the State of Maryland or any other applicable laws.

The Board, without any action by the shareholders of the Trust, shall have and may exercise, on behalf of the Trust, without limitation, the power to cause the Trust to terminate its status as a REIT under the Code pursuant to Section 5.5 hereof; to determine that compliance with any restriction or limitation on ownership and transfers of shares of beneficial interest in the Trust set forth in Article VII of the Declaration of Trust is no longer required in order for the Trust to qualify as a REIT pursuant to Section 5.5 hereof; to adopt, amend and repeal Bylaws; to elect officers in the manner prescribed in the Bylaws; to solicit proxies from holders of shares of beneficial interest in the Trust; and to do any other acts and deliver any other documents necessary or appropriate to the foregoing powers.

Section 5.2 *Number.* The number of Trustees (hereinafter the "Trustees") shall be one, which number may be increased or decreased pursuant to the Bylaws, but shall never be more than 15. The Trustees shall be elected at each annual meeting of shareholders in the manner provided in the Bylaws or, in order to fill any vacancy on the Board of Trustees, in the manner

provided in the Bylaws, to serve until the next annual meeting of shareholders and until their successors are duly elected and qualify.

The name of the Trustee who shall serve until his successor is duly elected and qualify is:

Jeffrey H. Fisher

The Board of Trustees may increase or decrease the number of Trustees in the manner provided in the Bylaws. Vacancies on the Board of Trustees, whether resulting from an increase in the number of Trustees or otherwise, may be filled only by the Board of Trustees in the manner provided in the Bylaws. It shall not be necessary to list in the Declaration of Trust the names and addresses of any Trustees hereinafter elected.

The Trust elects, at such time as it becomes eligible to make the election provided for under Section 3-804(c) of the Maryland General Corporation Law that, except as may be provided by the Board of Trustees in setting the terms of any class or series of Shares (as hereinafter defined), any and all vacancies on the Board of Trustees may be filled only by the affirmative vote of a majority of the remaining Trustees in office, even if the remaining Trustees do not constitute a quorum, and any Trustee elected to fill a vacancy shall serve for the remainder of the full term of the trusteeship in which such vacancy occurred.

Section 5.3 *Resignation or Removal.* Any Trustee may resign by written notice to the Board, effective upon execution and delivery to the Trust of such written notice or upon any future date specified in the notice. Subject to the rights of holders of one or more classes or series of Preferred Shares (as hereinafter defined) to elect or remove one or more Trustees, a Trustee may be removed at any time, but only for cause and then only by the affirmative vote of at least two-thirds of the votes entitled to be cast generally in the election of Trustees. For the purpose of this paragraph, "cause" shall mean, with respect to any particular trustee, conviction of a felony or a final judgment of a court of competent jurisdiction holding that such trustee caused demonstrable, material harm to the Trust through bad faith or active and deliberate dishonesty.

Section 5.4 *Determinations by Board.* The determination as to any of the following matters, made in good faith by or pursuant to the direction of the Board of Trustees consistent with the Declaration of Trust, shall be final and conclusive and shall be binding upon the Trust and every holder of Shares: the amount of the net income of the Trust for any period and the amount of assets at any time legally available for the payment of dividends, redemption of Shares or the payment of other distributions on Shares; the amount of paid-in surplus, net assets, other surplus, annual or other cash flow, funds from operations, net profit, net assets in excess of capital, undivided profits or excess of profits over losses on sales of assets; the amount, purpose, time of creation, increase or decrease, alteration or cancellation of any reserves or charges and the propriety thereof (whether or not any obligation or liability for which such reserves or charges shall have been created shall have been paid or discharged); any interpretation of the terms, preferences, conversion or other rights, voting powers or rights, restrictions, limitations as to dividends or distributions, qualifications or terms or conditions of redemption of any class or series of Shares; the fair value, or any sale, bid or asked

price to be applied in determining the fair value, of any asset owned or held by the Trust or of any Shares; the number of Shares of any class of the Trust; any matter relating to the acquisition, holding and disposition of any assets by the Trust; or any other matter relating to the business and affairs of the Trust or required or permitted by applicable law, the Declaration of Trust or Bylaws or otherwise to be determined by the Board of Trustees.

Section 5.5 *REIT Qualification*. If the Board of Trustees determines that it is no longer in the best interests of the Trust to continue to be qualified as a REIT, the Board of Trustees may revoke or otherwise terminate the Trust's REIT election pursuant to Section 856(g) of the Code. The Board of Trustees also may determine that compliance with any restriction or limitation on share ownership and transfers set forth in Article VII hereof is no longer required for REIT qualification.

ARTICLE VI

SHARES OF BENEFICIAL INTEREST

Section 6.1 *Authorized Shares*. The beneficial interest of the Trust shall be divided into shares of beneficial interest (the "Shares"). The Trust has authority to issue 500,000,000 common shares of beneficial interest, \$0.01 par value per share ("Common Shares"), and 100,000,000 preferred shares of beneficial interest, \$0.01 par value per share ("Preferred Shares"). If shares of one class are classified or reclassified into shares of another class of shares pursuant to this Article VI, the number of authorized shares of the former class shall be automatically decreased and the number of shares of the latter class shall be automatically increased, in each case by the number of shares so classified or reclassified, so that the aggregate number of shares of beneficial interest of all classes that the Trust has authority to issue shall not be more than the total number of shares of beneficial interest set forth in the second sentence of this paragraph. The Board of Trustees, with the approval of a majority of the entire Board and without any action by the shareholders of the Trust, may amend the Declaration of Trust from time to time to increase or decrease the aggregate number of Shares or the number of Shares of any class or series that the Trust has authority to issue.

Section 6.2 *Common Shares*. Subject to the provisions of Article VII and except as may otherwise be specified in the terms of any class or series of Common Shares, each Common Share shall entitle the holder thereof to one vote on each matter upon which holders of Common Shares are entitled to vote. The Board of Trustees may reclassify any unissued Common Shares from time to time in one or more classes or series of Shares.

Section 6.3 *Preferred Shares*. The Board of Trustees may classify any unissued Preferred Shares and reclassify any previously classified but unissued Preferred Shares of any series from time to time, in one or more series of Shares.

Section 6.4 *Classified or Reclassified Shares*. Prior to issuance of classified or reclassified Shares of any class or series, the Board of Trustees by resolution shall (a) designate that class or series to distinguish it from all other classes and series of Shares; (b) specify the number of Shares to be included in the class or series; (c) set or change, subject to the provisions of Article VII

and subject to the express terms of any class or series of Shares outstanding at the time, the preferences, conversion or other rights, voting powers (including exclusive voting rights, if any), restrictions, limitations as to dividends or other distributions, qualifications and terms and conditions of redemption for each class or series; and (d) cause the Trust to file articles supplementary with the State Department of Assessments and Taxation of Maryland (the "SDAT"). Any of the terms of any class or series of Shares set pursuant to clause (c) of this Section 6.4 may be made dependent upon facts ascertainable outside the Declaration of Trust (including the occurrence of any event, including a determination or action by the Trust or any other person or body or any other facts or events within the control of the Trust) and may vary among holders thereof, provided that the manner in which such facts or variations shall operate upon the terms of such class or series of Shares is clearly and expressly set forth in the articles supplementary filed with the SDAT.

Section 6.5 *Authorization by Board of Share Issuance.* The Board of Trustees may authorize the issuance from time to time of Shares of any class or series, whether now or hereafter authorized, or securities or rights convertible into or exchangeable or exercisable for Shares of any class or series, whether now or hereafter authorized, for such consideration (whether in cash, property, past or future services, obligation for future payment or otherwise) as the Board of Trustees may deem advisable (or without consideration in the case of a Share split or Share dividend), subject to such restrictions or limitations, if any, as may be set forth in the Declaration of Trust or the Bylaws.

Section 6.6 *Dividends and Distributions.* The Board of Trustees may from time to time authorize and the Trust may declare to shareholders such dividends or distributions, in cash or other assets of the Trust or in securities of the Trust or from any other source as the Board of Trustees in its discretion shall determine. The exercise of the powers and rights of the Board of Trustees pursuant to this Section 6.6 shall be subject to the provisions of any class or series of Shares at the time outstanding.

Section 6.7 *General Nature of Shares.* All Shares shall be personal property entitling the shareholders only to those rights provided in the Declaration of Trust. The shareholders shall have no interest in the property of the Trust and shall have no right to compel any partition, division, dividend or distribution of the Trust or of the property of the Trust. The death of a shareholder shall not terminate the Trust. The Trust is entitled to treat as shareholders only those persons in whose names Shares are registered as holders of Shares on the share ledger of the Trust.

Section 6.8 *Fractional Shares.* The Trust may, without the consent or approval of any shareholder, issue fractional Shares, eliminate a fraction of a Share by rounding up to a full Share, arrange for the disposition of a fraction of a Share by the person entitled to it, or pay cash for the fair value of a fraction of a Share.

Section 6.9 *Declaration and Bylaws.* The rights of all shareholders and the terms of all Shares are subject to the provisions of the Declaration of Trust and the Bylaws.

Section 6.10 *Divisions and Combinations of Shares.* Subject to an express provision to the contrary in the terms of any class or series of beneficial interest hereafter authorized, the Board of Trustees shall have the power to divide or combine the outstanding shares of any class or series of

beneficial interest, without a vote of shareholders, and amend the Declaration of Trust as necessary to effect the same, so long as the number of shares combined into one share in any such combination or series of combinations within any period of twelve months is not greater than ten.

ARTICLE VII

RESTRICTION ON TRANSFER AND OWNERSHIP OF SHARES

Section 7.1 *Definitions.* For the purpose of this Article VII, the following terms shall have the following meanings:

Beneficial Ownership. The term "Beneficial Ownership" shall mean ownership of Equity Shares by a Person, whether the interest in Equity Shares is held directly or indirectly (including by a nominee), and shall include interests that would be treated as owned through the application of Section 544 of the Code, as modified by Sections 856(h)(1)(B) and 856(h)(3)(A) of the Code. The terms "Beneficial Owner," "Beneficially Owns" and "Beneficially Owned" shall have the correlative meanings.

Business Day. The term "Business Day" shall mean any day, other than a Saturday, a Sunday, a legal holiday or a day on which banking institutions in the State of New York are authorized or required by law, regulation or executive order to close.

Charitable Beneficiary. The term "Charitable Beneficiary" shall mean one or more beneficiaries of the Charitable Trust as determined pursuant to Section 7.3.6 hereof, provided that each such organization must be described in Section 501(c)(3) of the Code and contributions to each such organization must be eligible for deduction under each of Sections 170(b)(1)(A), 2055 and 2522 of the Code.

Charitable Trust. The term "Charitable Trust" shall mean any trust provided for in Section 7.3.1 hereof.

Charitable Trustee. The term "Charitable Trustee" shall mean the Person unaffiliated with the Trust and a Prohibited Owner that is appointed by the Trust to serve as trustee of the Charitable Trust.

Constructive Ownership. The term "Constructive Ownership" shall mean ownership of Equity Shares by a Person, whether the interest in Equity Shares is held directly or indirectly (including by a nominee), and shall include interests that would be treated as owned through the application of Section 318(a) of the Code, as modified by Section 856(d)(5) of the Code. The terms "Constructive Owner," "Constructively Owns" and "Constructively Owned" shall have the correlative meanings.

Equity Shares. The term "Equity Shares" shall mean Shares of all classes or series, including, without limitation, Common Shares and Preferred Shares.

Excepted Holder. The term "Excepted Holder" shall mean a Person for whom an Excepted Holder Limit is created by this Article VII or by the Board of Trustees pursuant to Section 7.2.7 hereof.

Excepted Holder Limit. The term "Excepted Holder Limit" shall mean, provided that the affected Excepted Holder agrees to comply with the requirements established by the Declaration of Trust or the Board of Trustees pursuant to Section 7.2.7 hereof and subject to adjustment pursuant to Section 7.2.8 hereof, the percentage limit established for an Excepted Holder by the Declaration of Trust or the Board of Trustees pursuant to Section 7.2.7 hereof.

Initial Date. The term "Initial Date" shall mean the date of the issuance of Common Shares pursuant to the initial underwritten public offering of Common Shares or such other date as determined by the Board of Trustees in its sole and absolute discretion.

Market Price. The term "Market Price" on any date shall mean, with respect to any class or series of outstanding Equity Shares, the Closing Price for such Equity Shares on such date. The "Closing Price" on any date shall mean the last reported sale price for such Equity Shares, regular way, or, in case no such sale takes place on such day, the average of the closing bid and asked prices, regular way, for such Equity Shares, in either case as reported in the principal consolidated transaction reporting system with respect to securities listed or admitted to trading on the NYSE or, if such Equity Shares are not listed or admitted to trading on the NYSE, as reported on the principal consolidated transaction reporting system with respect to securities listed on the principal national securities exchange on which such Equity Shares are listed or admitted to trading or, if such Equity Shares are not listed or admitted to trading on any national securities exchange, the last quoted price, or, if not so quoted, the average of the high bid and low asked prices in the over-the-counter market, as reported by the National Association of Securities Dealers Automated Quotation System or, if such system is no longer in use, the principal other automated quotation system that may then be in use or, if such Equity Shares are not quoted by any such organization, the average of the closing bid and asked prices as furnished by a professional market maker making a market in such Equity Shares selected by the Board of Trustees or, in the event that no trading price is available for such Equity Shares, the fair market value of Equity Shares, as determined in good faith by the Board of Trustees.

NYSE. The term "NYSE" shall mean the New York Stock Exchange.

Person. The term "Person" shall mean an individual, corporation, partnership, limited liability company, estate, trust (including a trust qualified under Sections 401(a) or 501(c)(17) of the Code), a portion of a trust permanently set aside for or to be used exclusively for the purposes described in Section 642(c) of the Code, association, private foundation within the meaning of Section 509(a) of the Code, joint stock company, government, government subdivision, agency or instrumentality or other entity and also includes a "group" as that term is used for purposes of Rule 13d-5(b) or Section 13(d)(3) of the Securities Exchange Act of 1934, as amended, and a group to which an Excepted Holder Limit applies.

Prohibited Owner. The term "Prohibited Owner" shall mean, with respect to any purported Transfer (or other event), any Person who, but for the provisions of Section 7.2.1 hereof, would Beneficially Own or Constructively Own Equity Shares in violation of the provisions of Section 7.2.1(a) hereof, and if

appropriate in the context, shall also mean any Person who would have been the record owner of Equity Shares that the Prohibited Owner would have so owned.

Restriction Termination Date. The term "Restriction Termination Date" shall mean the first day after the Initial Date on which the Board of Trustees determines pursuant to Section 5.5 hereof that it is no longer in the best interests of the Trust to attempt to, or continue to, qualify as a REIT or that compliance with the restrictions and limitations on Beneficial Ownership, Constructive Ownership and Transfers of Equity Shares set forth herein is no longer required in order for the Trust to qualify as a REIT.

Share Ownership Limit. The term "Share Ownership Limit" shall mean nine and eight-tenths percent (9.8%) in value or in number of shares, whichever is more restrictive, of the outstanding shares of any class or series of Equity Shares of the Trust excluding any outstanding Equity Shares not treated as outstanding for federal income tax purposes, or such other percentage determined from time to time by the Board of Trustees in accordance with Section 7.2.8 hereof.

TRS. The term "TRS" shall mean a taxable REIT subsidiary (as defined in Section 856(1) of the Code) of the Trust.

Transfer. The term "Transfer" shall mean any issuance, sale, transfer, gift, assignment, devise or other disposition, as well as any other event that causes any Person to acquire Beneficial Ownership or Constructive Ownership, or any agreement to take any such actions or cause any such events, of Equity Shares or the right to vote or receive dividends on Equity Shares, including (a) the granting or exercise of any option (or any disposition of any option), pledge, security interest or similar right to acquire Equity Shares, (b) any disposition of any securities or rights convertible into or exchangeable for Equity Shares or any interest in Equity Shares or any exercise of any such conversion or exchange right and (c) Transfers of interests in other entities that result in changes in Beneficial Ownership or Constructive Ownership of Equity Shares; in each case, whether voluntary or involuntary, whether owned of record, Constructively Owned or Beneficially Owned and whether by operation of law or otherwise. The terms "Transferring" and "Transferred" shall have the correlative meanings.

Section 7.2 *Equity Shares.*

Section 7.2.1 Ownership Limitations. During the period commencing on the Initial Date and prior to the Restriction Termination Date or as otherwise set forth below, and subject to Section 7.4 hereof:

(a) *Basic Restrictions.*

(i) Except as provided in Section 7.2.7 hereof, no Person, other than an Excepted Holder, shall Beneficially Own or Constructively Own Equity Shares in excess of the Share Ownership Limit. No Excepted Holder shall Beneficially Own or Constructively Own Equity Shares in excess of the Excepted Holder Limit for such Excepted Holder.

(ii) Except as provided in Section 7.2.7 hereof, no Person shall Beneficially Own Equity Shares to the extent that such Beneficial Ownership of Equity Shares would result in the Trust being "closely held" within the meaning of Section 856(h) of the Code (without regard to whether the ownership interest is held during the last half of a taxable year).

(iii) Except as provided in Section 7.2.7 hereof, any Transfer of Equity Shares that, if effective, would result in Equity Shares being Beneficially Owned by less than one hundred (100) Persons (determined under the principles of Section 856(a)(5) of the Code) shall be void *ab initio*, and the intended transferee shall acquire no rights in such Equity Shares.

(iv) Except as provided in Section 7.2.7 hereof, no Person shall Beneficially Own or Constructively Own Equity Shares to the extent such Beneficial Ownership or Constructive Ownership would cause the Trust to Constructively Own ten percent (10%) or more of the ownership interests in a tenant (other than a TRS) of the Trust's real property within the meaning of Section 856(d)(2)(B) of the Code.

(v) No Person shall Beneficially Own or Constructively Own Equity Shares to the extent that such Beneficial Ownership or Constructive Ownership would otherwise cause the Trust to fail to qualify as a REIT under the Code, including, but not limited to, as a result of any "eligible independent contractor" (as defined in Section 856(d)(9)(A) of the Code) that operates a "qualified lodging facility" (as defined in Section 856(d)(9)(D) of the Code) on behalf of a TRS failing to qualify as such.

(b) *Transfer in Trust; Transfer Void Ab Initio.* If any Transfer of Equity Shares (or other event) occurs which, if effective, would result in any Person Beneficially Owning or Constructively Owning Equity Shares in violation of Sections 7.2.1(a)(i), (ii), (iv) or (v) hereof,

then that number of Equity Shares the Beneficial Ownership or Constructive Ownership of which otherwise would cause such Person to violate Sections 7.2.1(a)(i), (ii), (iv) or (v) hereof (rounded up to the nearest whole share) shall be automatically transferred without further action by the Trust or any other party, to a Charitable Trust for the benefit of a Charitable Beneficiary, as described in Section 7.3 hereof, effective as of the close of business on the Business Day prior to the date of such Transfer, and such Person shall acquire no rights in such Equity Shares; or

(ii) if the transfer to the Charitable Trust described in clause (i) of this sentence would not be effective for any reason to prevent the violation of Sections 7.2.1(a)(i), (ii), (iv) or (v) hereof, then the Transfer of that number of Equity Shares that otherwise would cause any Person to violate Sections 7.2.1(a)(i), (ii), (iv) or (v) hereof shall be void *ab initio*, and the intended transferee shall acquire no rights in such Equity Shares.

Section 7.2.2 Remedies for Breach. If the Board of Trustees or any duly authorized committee thereof shall at any time determine in good faith that a Transfer or other event has taken place that results in a violation of Section 7.2.1 hereof or that a Person intends to acquire or has attempted to acquire Beneficial Ownership or Constructive Ownership of any Equity Shares in violation of Section 7.2.1 hereof (whether or not such violation is intended), the Board of Trustees or a committee thereof shall take such action as it deems advisable to refuse to give effect to or to prevent such Transfer or other

event, including, without limitation, causing the Trust to redeem Equity Shares, refusing to give effect to such Transfer on the books of the Trust or instituting proceedings to enjoin such Transfer or other event; *provided, however*, that any Transfers or attempted Transfers or other events in violation of Section 7.2.1 hereof shall be regarded as having been transferred to the Charitable Trust described above, and, where applicable, such Transfer (or other event) shall be void *ab initio* as provided above irrespective of any action (or non-action) by the Board of Trustees or a committee thereof.

Section 7.2.3 *Notice of Restricted Transfer*. Any Person who acquires or attempts or intends to acquire Beneficial Ownership or Constructive Ownership of Equity Shares that will or may violate Section 7.2.1(a) hereof, or any Person who would have owned Equity Shares that resulted in a transfer to the Charitable Trust pursuant to the provisions of Section 7.2.1(b) hereof, shall immediately give written notice to the Trust of such event or, in the case of such a proposed or attempted transaction, give at least fifteen (15) days prior written notice, and shall provide to the Trust such other information as the Trust may request in order to determine the effect, if any, of such Transfer on the Trust's status as a REIT.

Section 7.2.4 *Owners Required To Provide Information*. From the Initial Date and prior to the Restriction Termination Date:

(a) every owner of more than five percent (5%) (or such lower percentage as required by the Code or the Treasury Regulations promulgated thereunder) in number or value of the outstanding Equity Shares, within 30 days after the end of each taxable year, shall give written notice to the Trust stating the name and address of such owner, the number of Equity Shares of each class and/or series Beneficially Owned and a description of the manner in which such shares are held. Each such owner shall provide to the Trust such additional information as the Trust may request in order to determine the effect, if any, of such Beneficial Ownership on the Trust's status as a REIT and to ensure compliance with Section 7.2.1(a) hereof; and

(b) each Person who is a Beneficial Owner or Constructive Owner of Equity Shares and each Person (including the shareholder of record) who is holding Equity Shares for a Beneficial Owner or Constructive Owner shall provide to the Trust such information as the Trust may request, in good faith, in order to determine the Trust's status as a REIT and to comply with the requirements of any taxing authority or governmental authority or to determine such compliance and to ensure compliance with the Share Ownership Limit.

Section 7.2.5 *Remedies Not Limited*. Subject to Section 5.5 hereof, nothing contained in this Section 7.2 hereof shall limit the authority of the Board of Trustees to take such other action as it deems necessary or advisable to protect the Trust and the interests of its shareholders in preserving the Trust's status as a REIT.

Section 7.2.6 *Ambiguity*. In the case of an ambiguity in the application of any of the provisions of this Article VII, the Board of Trustees shall have the power to determine the application of the provisions of this Article VII with respect to any situation based on the facts known to it. In the event Sections 7.2 or 7.3 hereof requires an action by the Board of Trustees and the Declaration of Trust fails to provide specific guidance with respect to such action, the Board of Trustees shall have the power to

determine the action to be taken so long as such action is not contrary to the provisions of Sections 7.1, 7.2 or 7.3 hereof. Absent a decision to the contrary by the Board of Trustees (which the Board of Trustees may make in its sole and absolute discretion), if a Person would have (but for the remedies set forth in Section 7.2.1 hereof) acquired Beneficial or Constructive Ownership of Equity Shares in violation of Section 7.2.1 hereof, such remedies (as applicable) shall apply first to the Equity Shares which, but for such remedies, would have been actually owned by such Person, and second to Equity Shares which, but for such remedies, would have been Beneficially Owned or Constructively Owned (but not actually owned) by such Person, pro rata among the Persons who actually own such Equity Shares based upon the relative number of Equity Shares held by each such Person.

Section 7.2.7 *Exceptions.*

(a) The Board of Trustees, in its sole discretion, may exempt (prospectively or retroactively) a Person from the restrictions contained in Sections 7.2.1(a)(i), (ii), (iii) or (iv) hereof, as the case may be, and may establish or increase an Excepted Holder Limit for such Person if the Board of Trustees obtains such representations, covenants and undertakings as the Board of Trustees may deem appropriate in order to conclude that granting the exemption and/or establishing or increasing the Excepted Holder Limit, as the case may be, will not cause the Trust to lose its status as a REIT.

(b) Prior to granting any exception pursuant to Section 7.2.7(a) hereof, the Board of Trustees may require a ruling from the Internal Revenue Service, or an opinion of counsel, in either case in form and substance satisfactory to the Board of Trustees in its sole discretion, as it may deem necessary or advisable in order to determine or ensure the Trust's status as a REIT. Notwithstanding the receipt of any ruling or opinion, the Board of Trustees may impose such conditions or restrictions as it deems appropriate in connection with granting such exception.

(c) Subject to Section 7.2.1(a)(ii), (iv) and (v) hereof, an underwriter, placement agent or initial purchaser that participates in a public offering, private placement or other private offering of Equity Shares (or securities convertible into or exchangeable for Equity Shares) may Beneficially Own or Constructively Own Equity Shares (or securities convertible into or exchangeable for Equity Shares) in excess of the Share Ownership Limit, but only to the extent necessary to facilitate such public offering, private placement or immediate resale of such Equity Shares and provided that the restrictions contained in Section 7.2.1(a) hereof will not be violated following the distribution by such underwriter, placement agent or initial purchaser of such Equity Shares.

Section 7.2.8 *Change in Share Ownership Limit and Excepted Holder Limits.*

(a) The Board of Trustees may from time to time increase or decrease the Share Ownership Limit; *provided, however*, that a decreased Share Ownership Limit will not be effective for any Person whose percentage ownership of Equity Shares is in excess of such decreased Share Ownership Limit until such time as such Person's percentage of Equity Shares equals or falls below the decreased Share Ownership Limit, but until such time as such Person's percentage of Equity Shares falls below such decreased Share Ownership Limit, any further acquisition of Equity Shares in excess of such decreased Share Ownership Limit will be in violation of the Share Ownership Limit and, provided further,

that the new Share Ownership Limit would not allow five or fewer individuals (including any entity treated as an individual under Section 542(a)(2) of the Code and taking into account all Excepted Holders) to Beneficially Own more than 49.9% in value of the outstanding Equity Shares.

(b) The Board of Trustees may only reduce the Excepted Holder Limit for an Excepted Holder: (1) with the written consent of such Excepted Holder at any time, or (2) pursuant to the terms and conditions of the agreements and undertakings entered into with such Excepted Holder in connection with the establishment of the Excepted Holder Limit for that Excepted Holder. No Excepted Holder Limit shall be reduced to a percentage that is less than the then current Share Ownership Limit.

Section 7.2.9 *Legend*. Each certificate, if any, for Equity Shares shall bear a legend summarizing the restrictions on transfer and ownership contained herein. Instead of a legend, the certificate, if any, may state that the Trust will furnish a full statement about certain restrictions on transferability to a shareholder on request and without charge.

Section 7.3 *Transfer of Equity Shares in Trust.*

Section 7.3.1 *Ownership in Trust*. Upon any purported Transfer or other event described in Section 7.2.1(b) hereof that would result in a transfer of Equity Shares to a Charitable Trust, such Equity Shares shall be deemed to have been transferred to the Charitable Trustee as trustee of a Charitable Trust for the exclusive benefit of one or more Charitable Beneficiaries. Such transfer to the Charitable Trustee shall be deemed to be effective as of the close of business on the Business Day prior to the purported Transfer or other event that results in the transfer to the Charitable Trust pursuant to Section 7.2.1(b) hereof. The Charitable Trustee shall be appointed by the Trust and shall be a Person unaffiliated with the Trust and any Prohibited Owner. Each Charitable Beneficiary shall be designated by the Trust as provided in Section 7.3.6 hereof.

Section 7.3.2 *Status of Shares Held by the Charitable Trustee*. Equity Shares held by the Charitable Trustee shall be issued and outstanding Equity Shares of the Trust. The Prohibited Owner shall have no rights in the shares held by the Charitable Trustee. The Prohibited Owner shall not benefit economically from ownership of any shares held in trust by the Charitable Trustee, shall have no rights to dividends or other distributions and shall not possess any rights to vote or other rights attributable to the shares held in the Charitable Trust.

Section 7.3.3 *Dividend and Voting Rights*. The Charitable Trustee shall have all voting rights and rights to dividends or other distributions with respect to Equity Shares held in the Charitable Trust, which rights shall be exercised for the exclusive benefit of the Charitable Beneficiary. Any dividend or other distribution paid prior to the discovery by the Trust that Equity Shares have been transferred to the Charitable Trustee shall be paid with respect to such Equity Shares to the Charitable Trustee upon demand and any dividend or other distribution authorized but unpaid shall be paid when due to the Charitable Trustee. Any dividends or distributions so paid over to the Charitable Trustee shall be held in trust for the Charitable Beneficiary. The Prohibited Owner shall have no voting rights with respect to shares held in the Charitable Trust and, subject to Maryland law, effective as of the date that Equity Shares have been transferred to the Charitable Trust, the Charitable Trustee shall have the authority (at the

Charitable Trustee's sole discretion) (i) to rescind as void any vote cast by a Prohibited Owner prior to the discovery by the Trust that Equity Shares have been transferred to the Charitable Trust and (ii) to recast such vote in accordance with the desires of the Charitable Trustee acting for the benefit of the Charitable Beneficiary; *provided, however*, that if the Trust has already taken irreversible trust action, then the Charitable Trustee shall not have the authority to rescind and recast such vote. Notwithstanding the provisions of this Article VII, until the Trust has received notification that Equity Shares have been transferred into a Charitable Trust, the Trust shall be entitled to rely on its share transfer and other shareholder records for purposes of preparing lists of shareholders entitled to vote at meetings, determining the validity and authority of proxies and otherwise conducting votes of shareholders.

Section 7.3.4 Sale of Shares by Charitable Trustee. Within twenty (20) days of receiving notice from the Trust that Equity Shares have been transferred to the Charitable Trust, the Charitable Trustee of the Charitable Trust shall sell the Equity Shares held in the Charitable Trust to a Person, designated by the Charitable Trustee, whose ownership of the Equity Shares will not violate the ownership limitations set forth in Section 7.2.1(a) hereof. Upon such sale, the interest of the Charitable Beneficiary in the Equity Shares sold shall terminate and the Charitable Trustee shall distribute the net proceeds of the sale to the Prohibited Owner and to the Charitable Beneficiary as provided in this Section 7.3.4 hereof. The Prohibited Owner shall receive the lesser of (1) the price paid by the Prohibited Owner for the Equity Shares in the transaction that resulted in such transfer to the Charitable Trust (or, if the event which resulted in the Transfer to the Charitable Trust did not involve a purchase of such Equity Shares at Market Price, the Market Price of such Equity Shares on the day of the event which resulted in the Transfer of such Equity Shares to the Charitable Trust) and (2) the price per share received by the Charitable Trustee (net of any commissions and other expenses of sale) from the sale or other disposition of the Equity Shares held in the Charitable Trust. The Charitable Trustee may reduce the amount payable to the Prohibited Owner by the amount of dividends and other distributions which have been paid to the Prohibited Owner and are owed by the Prohibited Owner to the Charitable Trustee pursuant to Section 7.3.3 hereof. Any net sales proceeds in excess of the amount payable to the Prohibited Owner shall be immediately paid to the Charitable Beneficiary. If, prior to the discovery by the Trust that Equity Shares have been transferred to the Charitable Trust, such Equity Shares are sold by a Prohibited Owner, then (i) such Equity Shares shall be deemed to have been sold on behalf of, or in respect of, the Charitable Trust and (ii) to the extent that the Prohibited Owner received an amount for such Equity Shares that exceeds the amount that such Prohibited Owner was entitled to receive pursuant to this Section 7.3.4 hereof, such excess shall be paid to the Charitable Trustee upon demand.

Section 7.3.5 Purchase Right in Shares Transferred to the Charitable Trustee. Equity Shares transferred to the Charitable Trust shall be deemed to have been offered for sale to the Trust, or its designee, at a price per share equal to the lesser of (i) the price per share in the transaction that resulted in such transfer to the Charitable Trust (or, if the event which resulted in the Transfer to the Charitable Trust did not involve a purchase of such Equity Shares at Market Price, the Market Price of such Equity Shares on the day of the event which resulted in the Transfer of such Equity Shares to the Charitable Trust) and (ii) the Market Price on the date the Trust, or its designee, accepts such offer. The Trust may reduce the amount payable to the Prohibited Owner by the amount of dividends and distributions paid to the Prohibited Owner and owed by the Prohibited Owner to the Trustee pursuant to Section 7.3.3

hereof. The Trust may pay the amount of such reduction to the Trustee for the benefit of the Charitable Beneficiary. The Trust shall have the right to accept such offer until the Charitable Trustee has sold the Equity Shares held in the Charitable Trust pursuant to Section 7.3.4 hereof. Upon such a sale to the Trust, the interest of the Charitable Beneficiary in the Equity Shares sold shall terminate and the Charitable Trustee shall distribute the net proceeds of the sale to the Prohibited Owner and to the Charitable Beneficiary in accordance with Section 7.3.4 hereof and any dividends or other distributions held by the Charitable Trustee shall be paid to the Charitable Beneficiary.

Section 7.3.6 *Designation of Charitable Beneficiaries.* By written notice to the Charitable Trustee, the Trust shall designate one or more nonprofit organizations to be the Charitable Beneficiary of the interest in the Charitable Trust such that (i) Equity Shares held in the Charitable Trust would not violate the restrictions set forth in Section 7.2.1(a) hereof in the hands of such Charitable Beneficiary and (ii) each such organization must be described in Section 501(c)(3) of the Code and contributions to each such organization must be eligible for deduction under each of Sections 170(b)(1)(A), 2055 and 2522 of the Code.

Section 7.4 *NYSE Transactions.* Nothing in this Article VII shall preclude the settlement of any transaction entered into through the facilities of the NYSE or any other national securities exchange or automated inter-dealer quotation system. The fact that the settlement of any transaction occurs shall not negate the effect of any other provision of this Article VII and any transferee in such a transaction shall be subject to all of the provisions and limitations set forth in this Article VII.

Section 7.5 *Enforcement.* The Trust is authorized specifically to seek equitable relief, including injunctive relief, to enforce the provisions of this Article VII.

Section 7.6 *Non-Waiver.* No delay or failure on the part of the Trust or the Board of Trustees in exercising any right hereunder shall operate as a waiver of any right of the Trust or the Board of Trustees, as the case may be, except to the extent specifically waived in writing.

Section 7.7 *Severability.* If any provision of this Article VII or any application of any such provision is determined to be invalid by any federal or state court having jurisdiction over the issues, the validity of the remaining provisions shall not be affected and other applications of such provisions shall be affected only to the extent necessary to comply with the determination of such court.

ARTICLE VIII

SHAREHOLDERS

Section 8.1 *Meetings.* There shall be an annual meeting of the shareholders, to be held on proper notice at such time and convenient location as shall be determined by or in the manner prescribed in the Bylaws, for the election of the Trustees, if required, and for the transaction of any other business within the powers of the Trust. Except as otherwise provided in the Declaration of Trust, special meetings of shareholders may be called only in the manner provided in the Bylaws. If there are no Trustees, the officers of the Trust shall promptly call a special meeting of the shareholders entitled to vote for the election

of successor Trustees. Any meeting may be adjourned and reconvened as the Trustees determine or as provided in the Bylaws.

Section 8.2 *Voting Rights*. Subject to the provisions of any class or series of Shares then outstanding, the shareholders shall be entitled to vote only on the following matters: (a) election of Trustees as provided in Section 5.2 hereof and the removal of Trustees as provided in Section 5.3 hereof; (b) amendment of the Declaration of Trust as provided in Article X hereof; (c) termination of the Trust as provided in Section 12.2 hereof; (d) merger or consolidation of the Trust, or the sale or disposition of substantially all of the assets of the Trust, as provided in Article XI hereof; (e) such other matters with respect to which the Board of Trustees has adopted a resolution declaring that a proposed action is advisable and directing that the matter be submitted to the shareholders for approval or ratification; and (f) such other matters as may be properly brought before a meeting of shareholders pursuant to the Bylaws. Except with respect to the matters described in clauses (a) through (e) above, no action taken by the shareholders at any meeting shall in any way bind the Board of Trustees.

Section 8.3 *Preemptive and Appraisal Rights*. Except as may be provided by the Board of Trustees in setting the terms of classified or reclassified Shares pursuant to Section 6.4 hereof, or as may otherwise be provided by contract approved by the Board of Trustees, no holder of Shares shall, as such holder, have any preemptive right to purchase or subscribe for any additional Shares of the Trust or any other security of the Trust which it may issue or sell. Holders of shares of beneficial interest shall not be entitled to exercise any rights of an objecting shareholder provided for under Title 8 or Title 3, Subtitle 2 of the Maryland General Corporation Law or any successor statute unless the Board of Trustees, upon the affirmative vote of a majority of the Board of Trustees, shall determine that such rights apply, with respect to all or any classes or series of shares of beneficial interest, to one or more transactions occurring after the date of such determination in connection with which holders of such shares would otherwise be entitled to exercise such rights.

Section 8.4 *Extraordinary Actions*. Except as specifically provided in Section 5.3 hereof (relating to removal of Trustees) and in Section 10.3 hereof (relating to certain amendments to the Declaration of Trust), notwithstanding any provision of law permitting or requiring any action to be taken or authorized by the affirmative vote of a greater number of votes, any such action shall be effective and valid if advised by the Board of Trustees and taken or approved by the affirmative vote of at least a majority of all the votes entitled to be cast on the matter.

Section 8.5 *Board Approval*. The submission of any action of the Trust to the shareholders for their consideration shall first be approved by the Board of Trustees.

ARTICLE IX

LIABILITY LIMITATION, INDEMNIFICATION AND TRANSACTIONS WITH THE TRUST

Section 9.1 *Limitation of Shareholder Liability*. No shareholder shall be liable for any

debt, claim, demand, judgment or obligation of any kind of, against or with respect to the Trust by reason of his or her being a shareholder, nor shall any shareholder be subject to any personal liability whatsoever, in tort, contract or otherwise, to any person in connection with the property or the affairs of the Trust by reason of his or her being a shareholder.

Section 9.2 *Limitation of Trustee and Officer Liability.* To the maximum extent that Maryland law in effect from time to time permits limitation of the liability of trustees and officers of a real estate investment trust, no present or former Trustee or officer of the Trust shall be liable to the Trust or to any shareholder for money damages. Neither the amendment nor repeal of this Section 9.2, nor the adoption or amendment of any other provision of the Declaration of Trust inconsistent with this Section 9.2, shall apply to or affect in any respect the applicability of the preceding sentence with respect to any act or failure to act which occurred prior to such amendment, repeal or adoption.

Section 9.3 *Indemnification.* The Trust shall have the power, to the maximum extent permitted by Maryland law in effect from time to time, to obligate itself to indemnify, and to pay or reimburse reasonable expenses in advance of final disposition of a proceeding to, (a) any individual who is a present or former Trustee or officer of the Trust or (b) any individual who, while a Trustee or officer of the Trust and at the request of the Trust, serves or has served as a trustee, director, officer, partner, member, manager, employee or agent of another real estate investment trust, corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or any other enterprise from and against any claim or liability to which such person may become subject or which such person may incur by reason of his or her service in such capacity or capacities. The Trust shall have the power, with the approval of its Board of Trustees, to provide such indemnification and advancement of expenses to a person who served a predecessor of the Trust in any of the capacities described in (a) or (b) above and to any employee or agent of the Trust or a predecessor of the Trust.

Section 9.4 *Transactions Between the Trust and its Trustees, Officers, Employees and Agents.* Subject to any express restrictions in the Declaration of Trust or adopted by the Trustees in the Bylaws or by resolution, the Trust may enter into any contract or transaction of any kind with any person, including any Trustee, officer, employee or agent of the Trust or any person affiliated with a Trustee, officer, employee or agent of the Trust, whether or not any of them has a financial interest in such transaction.

ARTICLE X AMENDMENTS

Section 10.1 *General.* The Trust reserves the right from time to time to make any amendment to the Declaration of Trust, now or hereafter authorized by law, including any amendment altering the terms or contract rights, as expressly set forth in the Declaration of Trust, of any Shares. All rights and powers conferred by the Declaration of Trust on shareholders, Trustees and officers are granted subject to this reservation. An amendment to the Declaration of Trust shall be signed, acknowledged and filed

as required by Maryland law. All references to the Declaration of Trust shall include all amendments thereto.

Section 10.2 *By Trustees*. The Trustees may amend the Declaration of Trust from time to time, in the manner provided by Title 8, without any action by the shareholders, (i) to qualify as a REIT under the Code or under Title 8, (ii) in any respect in which the charter of a corporation may be amended in accordance with Section 2-605 of the Corporations and Associations Article of the Annotated Code of Maryland and (iii) as otherwise provided in the Declaration of Trust.

Section 10.3 *By Shareholders*. Except as otherwise provided in the Declaration of Trust, any amendment to the Declaration of Trust shall be valid only if advised by the Board of Trustees and approved by the affirmative vote of at least a majority of all the votes entitled to be cast on the matter. Any amendment to Section 5.3 hereof or to this sentence of the Declaration of Trust shall be valid only if advised by the Board of Trustees and approved by the affirmative vote of at least two-thirds of all the votes entitled to be cast on the matter.

ARTICLE XI

MERGER, CONSOLIDATION OR SALE OF TRUST PROPERTY

Subject to the provisions of any class or series of Shares at the time outstanding, the Trust may (a) merge the Trust into another entity, (b) consolidate the Trust with one or more other entities into a new entity or (c) sell, lease, exchange or otherwise transfer all or substantially all of the Trust Property. Any such action must be advised by the Board of Trustees and, after notice to all shareholders entitled to vote on the matter, approved by the affirmative vote of at least a majority of all the votes entitled to be cast on the matter.

ARTICLE XII

DURATION AND TERMINATION OF TRUST

Section 12.1 *Duration*. The Trust shall continue perpetually unless terminated pursuant to Section 12.2 hereof or pursuant to any applicable provision of Title 8.

Section 12.2 *Termination*.

(a) Subject to the provisions of any class or series of Shares at the time outstanding, after approval by a majority of the entire Board of Trustees, the Trust may be terminated upon approval at any meeting of shareholders by the affirmative vote of at least a majority of all the votes entitled to be cast on the matter. Upon the termination of the Trust:

- (i) The Trust shall carry on no business except for the purpose of winding up its affairs.

(ii) The Trustees shall proceed to wind up the affairs of the Trust and all of the powers of the Trustees under the Declaration of Trust shall continue, including the powers to fulfill or discharge the Trust's contracts, collect its assets, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining property of the Trust to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, discharge or pay its liabilities and do all other acts appropriate to liquidate its business. The Trustees may appoint any officer of the Trust or any other person to supervise the winding up of the affairs of the Trust and delegate to such officer or such person any or all powers of the Trustees in this regard.

(iii) After paying or adequately providing for the payment of all liabilities, and upon receipt of such releases, indemnities and agreements as the Trustees deem necessary for their protection, the Trust may distribute the remaining property of the Trust among the shareholders so that after payment in full or the setting apart for payment of such preferential amounts, if any, to which the holders of any Shares at the time outstanding shall be entitled, the remaining property of the Trust shall, subject to any participating or similar rights of Shares at the time outstanding, be distributed ratably among the holders of Common Shares at the time outstanding.

(b) After termination of the Trust, the liquidation of its business and the distribution to the shareholders as herein provided, a majority of the Trustees or an authorized officer shall execute and file with the Trust's records a document certifying that the Trust has been duly terminated, and the Trustees shall be discharged from all liabilities and duties hereunder, and the rights and interests of all shareholders shall cease.

ARTICLE XIII

MISCELLANEOUS

Section 13.1 *Governing Law*. The rights of all parties and the validity, construction and effect of every provision of the Declaration of Trust shall be subject to and construed according to the laws of the State of Maryland without regard to conflicts of laws provisions thereof.

Section 13.2 *Reliance by Third Parties*. Any certificate shall be final and conclusive as to any person dealing with the Trust if executed by the Secretary or an Assistant Secretary of the Trust or a Trustee, and if certifying to: (a) the number or identity of Trustees, officers of the Trust or shareholders; (b) the due authorization of the execution of any document; (c) the action or vote taken, and the existence of a quorum, at a meeting of the Board of Trustees or shareholders; (d) a copy of the Declaration of Trust or of the Bylaws as a true and complete copy as then in force; (e) an amendment to the Declaration of Trust; (f) the termination of the Trust; or (g) the existence of any fact relating to the affairs of the Trust. No purchaser, lender, transfer agent or other person shall be bound to make any inquiry concerning the validity of any transaction purporting to be made by the Trust on its behalf or by any officer, employee or agent of the Trust.

Section 13.3 *Severability*.

(a) The provisions of the Declaration of Trust are severable, and if the Board

of Trustees shall determine, with the advice of counsel, that any one or more of such provisions (the "Conflicting Provisions") are in conflict with the Code, Title 8 or other applicable federal or state laws, the Conflicting Provisions, to the extent of the conflict, shall be deemed never to have constituted a part of the Declaration of Trust, even without any amendment of the Declaration of Trust pursuant to Article X and without affecting or impairing any of the remaining provisions of the Declaration of Trust or rendering invalid or improper any action taken or omitted prior to such determination. No Trustee shall be liable for making or failing to make such a determination. In the event of any such determination by the Board of Trustees, the Board shall amend the Declaration of Trust in the manner provided in Section 10.2 hereof.

(b) If any provision of the Declaration of Trust shall be held invalid or

unenforceable in any jurisdiction, such holding shall apply only to the extent of any such invalidity or unenforceability and shall not in any manner affect, impair or render invalid or unenforceable such provision in any other jurisdiction or any other provision of the Declaration of Trust in any jurisdiction.

Section 13.4 *Construction*. In the Declaration of Trust, unless the context otherwise requires, words used in the singular or in the plural include both the plural and singular and words denoting any gender include all genders. The title and headings of different parts are inserted for convenience and shall not affect the meaning, construction or effect of the Declaration of Trust. In defining or interpreting the powers and duties of the Trust and its Trustees and officers, reference shall be made, to the extent appropriate and not inconsistent with the Code or Title 8, to Titles 1 through 3 of the Corporations and Associations Article of the Annotated Code of Maryland. In furtherance and not in limitation of the foregoing, in accordance with the provisions of Title 3, Subtitles 6 and 7, of the Corporations and Associations Article of the Annotated Code of Maryland, the Trust shall be included within the definition of "corporation" for purposes of such provisions.

Section 13.5 *Recordation*. The Declaration of Trust and any amendment hereto shall be filed for record with the SDAT and may also be filed or recorded in such other places as the Trustees deem appropriate, but failure to file for record the Declaration of Trust or any amendment hereto in any office other than in the State of Maryland shall not affect or impair the validity or effectiveness of the Declaration of Trust or any amendment hereto. A restated Declaration of Trust shall, upon filing, be conclusive evidence of all amendments contained therein and may thereafter be referred to in lieu of the original Declaration of Trust and the various amendments thereto.

THIRD: The amendment to and restatement of the Declaration of Trust of the Trust as hereinabove set forth have been duly advised by the Board of Trustees and approved by the shareholders of the Trust as required by law.

FOURTH: The total number of shares of beneficial interest which the Trust had authority to issue immediately prior to this amendment and restatement was 1,000, consisting of 1,000 Common Shares, \$0.01 par value per share. The aggregate par value of all shares of beneficial interest having par value was \$10.

FIFTH: The total number of shares of beneficial interest which the Trust has authority to issue pursuant to the foregoing amendment and restatement of the Declaration of Trust is 600,000,000, consisting of 500,000,000 Common Shares, \$0.01 par value per share, and 100,000,000 Preferred Shares, \$0.01 par value per share. The aggregate par value of all authorized shares of beneficial interest having par value is \$6,000,000.

The undersigned President acknowledges these Articles of Amendment and Restatement to be the trust act of the Trust and as to all matters or facts required to be verified under oath, the undersigned President acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

IN WITNESS WHEREOF, the Trust has caused these Articles of Amendment and Restatement to be signed in its name and on its behalf by its President and attested to by its Secretary on this 30th day of March, 2010.

ATTEST:

CHATHAM LODGING TRUST:

/s/ Peter Willis

Name: Peter Wills

Title: SecretarY

/s/ Jeffery H. Fisher

Name: Jeffrey H. Fisher

Title: President

CHATHAM LODGING TRUST

ARTICLES SUPPLEMENTARY

Chatham Lodging Trust, a Maryland real estate investment trust (the “Company”), hereby certifies to the State Department of Assessments and Taxation of Maryland (the “SDAY”) that:

FIRST: Pursuant to Section 3-802(b)(3) of the Maryland General Corporation law (the “MGCL”), the Company, by a resolution (the “Resolution”) of its Board of Trustees (the “Board”) duly adopted at a meeting duly called and held, elected to no longer be subject to Section 3-803 of the MGCL.

SECOND: In accordance with the Resolution, no trustee’s term shall be shortened by the foregoing election. Commencing with the 2105 annual meeting of shareholders, as the term of each class of trustees expires, the successors to such class shall be elected to serve until the next annual meeting of shareholders and until their successors are duly elected and qualify.

THIRD: The Company’s election to no longer be subject to Section 3-803 of the MGCL has been approved by the Board in a manner and by the vote required by law.

FOURTH: The undersigned acknowledges these Articles Supplementary to be the trust act of the Company and, as to all matters or facts required to be verified under oath, the undersigned acknowledges that, to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

IN WITNESS WHEREOF, the Trust has caused these Articles Supplementary to be executed under seal in its name and on its behalf by its Chief Executive Officer and attested by its Secretary and Vice President on this 8th day of April, 2015.

ATTEST:

CHATHAM LODGING TRUST:

/s/ Eric Kentoff

Name: Eric Kentoff

Title: Secretary and Vice President

/s/ Jeffery H. Fisher

Name: Jeffrey H. Fisher

Title: Chief Executive Officer and President

**EMPLOYMENT AGREEMENT
BETWEEN CHATHAM LODGING TRUST
AND JEFFREY H. FISHER**

THIS EMPLOYMENT AGREEMENT, effective as of April 21, 2010, between CHATHAM LODGING TRUST, a Maryland real estate investment trust (the "Company"), and JEFFREY H. FISHER (the "Executive"), recites and provides as follows:

WITNESSETH:

WHEREAS, the Company is a self-advised equity real estate investment trust which has been formed to own hotel properties directly and through its subsidiaries; and

WHEREAS, the Company desires to employ the Executive to devote substantially all of his time, attention and efforts to the business of the Company and to serve as the Chairman of the Board of Trustees (the "Board"), Chief Executive Officer and President of the Company; and

WHEREAS, the Executive desires to be so employed on the terms and subject to the conditions hereinafter stated.

NOW, THEREFORE, in consideration of the premises and mutual obligations hereinafter set forth, the parties agree as follows:

1. **RECITALS**. The above recitals are incorporated by reference herein and made a part hereof as set forth verbatim.

2. **EMPLOYMENT**. The Company shall employ the Executive, and the Executive agrees to be so employed, in the capacity of [Title] to serve for the Term (as hereinafter defined) hereof, subject to earlier termination as hereinafter provided.

3. **TERM**. The Initial Term of the Executive's employment hereunder (the "Initial Term") shall be for a period of three (3) years commencing on April 21, 2010, and continuing until April 21, 2013, unless terminated earlier as provided herein. If neither the Company nor the Executive has provided the other with written notice of an intention to terminate this Agreement at least thirty (30) days before the end of the Initial Term (or any subsequent renewal period), this Agreement will automatically renew for a twelve (12) month period. For purposes of this Agreement, the word "Term" means the Initial Term and the period of any extension of the Initial Term pursuant to the preceding sentence.

4. **SERVICES**. The Executive shall devote substantially all of his time, attention and effort to the Company's affairs; provided that the Company agrees that the Executive may, from time to time, be the principal owner and serve as a director of Island Hospitality Management, Inc. ("IHM") and/or one or more of its sister companies whose primary business is leasing and/or managing hotels, and that the Executive may devote business time to those companies; provided further that (i) such activities do not interfere with the performance of the Executive's duties hereunder; (ii) the Executive does not serve as an officer or employee of

IHM or any other entity providing hotel management services to the Company, its affiliates or any other entity in which the Company or its affiliates have an interest (a "Chatham Manager"); and (iii) the Executive does not receive any compensation for services as a director of any Chatham Manager. The Company further agrees that the Executive may engage in civic and community activities and endeavors provided that such activities do not interfere with the performance of the Executive's duties hereunder. The Executive shall have full authority and responsibility for formulating policies and administering the Company in all respects, subject to the general direction, approval and control of the Board.

5. COMPENSATION.

(a) *Base Salary.* During the Term, the Company shall pay the Executive for his services an annual Base Salary equal to \$300,000, subject to any increases approved by the Board or its Compensation Committee (the "Committee"). Such Base Salary shall be paid in twenty-six (26) bi-weekly installments. Any increase in Base Salary shall not serve to limit or reduce any other obligations to the Executive under this Agreement.

(b) *Annual Bonus.* In addition to his annual Base Salary, during the Term the Executive shall have the opportunity to earn an Annual Bonus as determined by the Committee in its discretion or to the extent that prescribed individual and corporate goals established by the Committee are achieved. Any Annual Bonus that is earned under this Section 5(b) shall be paid in a single lump sum payment no later than March 15 following the calendar year in which the Annual Bonus is earned.

6. BENEFITS. The Company agrees to provide the Executive with the following benefits:

(a) *Vacation.* The Executive shall be entitled each year to a vacation, during which time his compensation shall be paid in full. The time allotted for such vacation shall be an aggregate of three (3) weeks. In the year Executive terminates employment, he shall be entitled to receive a prorated paid vacation based upon the amount of time that he has worked during the year of termination. In the event that he has not taken his vacation time computed on a prorated basis, he shall be paid, at his regular rate of pay, for unused vacation. In the event Executive has taken more vacation time than allotted for the year of termination, there shall be no reduction in compensation otherwise payable hereunder.

(b) *Employee Benefits.* During the Term, the Executive and/or the Executive's family, as the case may be, shall be eligible to participate in all Company employee benefit plans in which other executive level employees of the Company and/or the members of their families, as the case may be, are eligible to participate, but not limited to, any retirement, pension, profit-sharing, insurance, hospital, or other plans which may now be in effect or which may hereafter be adopted by the Company. Regarding life insurance, the Executive shall have the right to name the beneficiary of such life insurance policy.

7. EXPENSES. The Company recognizes that the Executive will have to incur certain out-of-pocket expenses related to his services and the Company's business, and the Company agrees to promptly reimburse the Executive for all reasonable expenses necessarily

incurred by him in the performance of his duties to the Company upon presentation of a voucher or documentation indicating the amount and business purposes of any such expenses. These expenses include, but are not limited to, travel, meals, entertainment, etc. Expenses that are reimbursable to the Executive under this Section 7 shall be paid to the Executive in accordance with the Company's expense reimbursement policy but in no event later than March 15 following the calendar year in which the expense is incurred.

8. **OFFICE AND SUPPORT STAFF.** During the term of this Agreement, the Executive shall be entitled to an office of a size and with furnishings and other appointments, and to secretarial and other assistants, at least equal to those provided to other management level employees of the Company.

9. **TERMINATION.**

(a) **Grounds.** This Agreement shall terminate in the event of the Executive's death. In the case of the Executive's Disability, the Company may elect to terminate the Executive as a result of such Disability. Where appropriate, the Company also may terminate the Executive pursuant to a Termination With Cause. Finally, the Executive may terminate his employment with the Company pursuant to either a Voluntary Termination or a Voluntary Termination for Good Reason. For purposes of this Agreement, the terms Disability, Voluntary Termination, Voluntary Termination for Good Reason, and Termination With Cause are defined in Section 12 of this Agreement.

(b) **Notice of Termination.** Any termination by the Company or the Executive (other than upon death) shall be communicated by Notice of Termination to the Executive or the Company, as applicable. For purposes of this Agreement, a "Notice of Termination" means a written notice which (i) indicates the specific termination provision in this Agreement relied upon and the specific ground for termination; (ii) sets forth in reasonable detail the facts and circumstances claimed to provide a basis for such termination; and (iii) the date of termination in accordance with 9(c) below.

(c) **Date of Termination.** For the purposes of this Agreement, "Date of Termination" means (i) if the Company intends to treat the termination as a termination based upon the Executive's Disability, the Executive's employment with the Company shall terminate effective on the thirtieth day after the date of the Notice of Termination (which may not be given before the Executive has been absent from work on account of a physical or mental illness or physical injury for at least hundred fifty (150) days) provided that, before such date, the Executive shall not have returned to full-time performance of the Executive's duties; (ii) if the Executive's employment is terminated by reason of Death, the Date of Termination shall be the date of death of the Executive; (iii) if the Executive's employment is terminated by reason of Voluntary Termination, the Date of Termination shall be thirty (30) days from the date of the Notice of Termination (and the Executive shall be deemed to have terminated his employment by Voluntary Termination if the Executive voluntarily refuses to provide substantially all the services described in Section 4 hereof for a period greater than four (4) consecutive weeks (excluding periods in which the Executive is not performing services on account of vacation in accordance with Section 6(a) hereof and periods in which the Executive is not performing services on account of the Executive's illness or injury or the illness or injury of a member of the

Executive's immediate family); in such event, the Date of Termination shall be the day after the last day of such four-week period); (iv) if the Company intends to treat the termination as a Termination With Cause based upon the grounds described in clause 12(i)(ii) or (iii), then Termination shall be effective upon Notice of Termination as defined in this Agreement; (v) if the Company intends to treat the termination as a Termination With Cause based upon the grounds described in clause 12(i)(i) of this Agreement, the Company shall provide the Executive written notice of such grounds for termination and the Executive shall have a period of thirty (30) days to cure such cause to the reasonable satisfaction of the Board, failing which employment shall be deemed terminated at the end of such thirty (30) day period; (vi) if the Executive's employment is terminated by reason of Voluntary Termination for Good Reason, the Date of Termination shall be thirty (30) days after the end of the thirty (30) day cure period.

10. COMPENSATION UPON TERMINATION WITH CAUSE, VOLUNTARY TERMINATION, DEATH OR DISABILITY . This Section 10 applies in the event that the Executive's employment ends upon a Termination With Cause, a Voluntary Termination, Death or Disability or any reason other than a Termination Without Cause or a Voluntary Termination With Good Reason. In any of those events, the Executive (or the Executive's estate in the event of his death) shall be entitled to receive the Standard Termination Benefits. The Standard Termination Benefits are the benefits or amounts described in the following subsections (a) and (b):

(a) The Executive shall be entitled to receive any compensation (including Base Salary and Annual Bonus and accrued but unused vacation) that is earned but unpaid as of the Date of Termination.

(b) The Executive shall be entitled to receive any benefits due him under the terms of any employee benefit plan maintained by the Company and any option, restricted share or similar equity award; which benefits shall be paid in accordance with the terms of the applicable plan and any award agreement between the Executive and the Company.

Except for the Standard Termination Benefits, the Executive shall not be entitled to receive any compensation after the Date of Termination on account of a Termination With Cause, a Voluntary Termination, death, Disability or any reason other than a Termination Without Cause or a Voluntary Termination With Good Reason.

11. COMPENSATION UPON TERMINATION WITHOUT CAUSE OR VOLUNTARY TERMINATION WITH GOOD REASON . This Section 11 applies in the event that the Executive's employment ends upon a Termination Without Cause or a Voluntary Termination With Good Reason. In any of those events, the Executive shall be entitled to receive the benefits and amounts described in the following subsections (a), (b), (c) and (d):

(a) The Company shall pay or provide the Standard Termination Benefits as defined in Section 10 except that all outstanding options, restricted Company shares and other equity awards, shall be vested and exercisable as of the Date of Termination and outstanding options shall remain exercisable thereafter until their stated expiration date as if the Executive's employment had not terminated.

(b) The Company shall pay an amount equal to three (3.0) times the Executive's Base Salary at the rate in effect on the Date of Termination (or, in the case of a Voluntary Termination for Good Reason, at the rate in effect before a reduction in Base Salary that constitutes Good Reason for resignation), such payment to be made in a single cash payment.

(c) The Company shall pay an amount equal to three (3.0) times the highest annual bonus paid to the Executive for the three (3) fiscal years of the Company ended immediately before the Date of Termination.

(d) The Company shall pay an amount equal to the product of (x) the annual bonus paid to the Executive for the fiscal year of the Company ended immediately before the Date of Termination and (y) a fraction, the numerator of which is the number of days the Executive was employed by the Company during the fiscal year that includes the Date of Termination and the denominator of which is 365, such payment to be made in a single cash payment no later than ten (10) days after the Date of Termination.

(e) The Company shall pay an amount equal to three (3.0) times the annual premium or cost paid by the Company for the health, dental and vision insurance coverage for the Executive and the Executive's eligible dependents as in effect on the Date of Termination plus an amount equal to three (3.0) times the annual premium or cost paid by the Company for disability and life insurance coverage for the Executive as in effect on the Date of Termination, such payment to be made in a single cash payment.

No benefits will be paid or provided to, or on behalf of, the Executive under this Section 11 unless and until the Executive has signed a release and waiver of claims acceptable to the Company, releasing the Company and its officers, directors and affiliates from all claims the Executive has or may have against such parties, and such release and waiver of claims has become binding and irrevocable. The cash benefits payable under this Section 11 shall be paid on the fifth (5th) business day after the Executive's release and waiver of claims has become binding and irrevocable.

12. DEFINITIONS. For the purposes of this Agreement, the following terms shall have the following definitions:

(a) "*Acquiring Person*" means that a Person, considered alone or together with all Control Affiliates and Associates of that Person, is or becomes directly or indirectly the beneficial owner of securities representing at least fifty percent (50%) of the Company's then outstanding securities entitled to vote generally in the election of the Board.

(b) "*Affiliate*" means any "subsidiary" or "parent" corporation (within the meaning of Section 424 of the Code) of the Company.

(c) "*Board*" means the Board of Trustees of the Company.

(d) "*Change in Control*" for purposes of this Agreement, means a "Change in Control" shall mean any of the following events:

(i) In the event a Person is or becomes an Acquiring Person;

(ii) In the event that the Company transfers at least fifty percent (50%) of the Company's total assets on a consolidated basis, as reported in the Company's consolidated financial statements filed with the Securities and Exchange Commission;

(iii) In the event that the Company merges or consolidates the Company or effects a statutory share exchange with another Person, regardless of whether the Company is intended to be the surviving or resulting entity after the merger, consolidation, or statutory share exchange; provided that a merger, consolidation or statutory share exchange in which the shareholders of the Company immediately before such transaction own more than fifty percent (50%) of the outstanding securities of the surviving entity entitled to vote generally in the election of directors shall not be a Change in Control;

(iv) Continuing Trustees cease to constitute a majority of the Board (other than as a result of a merger, consolidation or statutory share exchange that does not constitute a Change in Control under clause 12(d)(iii). For purposes of this Agreement, the term "Continuing Trustee" means (i) a member of the Board on April 21, 2010 or (ii) a member whose nomination for, or election to, the Board was approved or recommended by a majority of the then Continuing Trustees.

(v) A complete liquidation or dissolution of the Company; or,

(vi) Notwithstanding the foregoing, a Change in Control shall not be deemed to occur solely because any Person acquired Beneficial Ownership as defined in the Exchange Act of more than the permitted amount of the then outstanding securities as a result of the acquisition of securities by the Company which by reducing the number of securities then outstanding, increases the proportional number of shares Beneficially Owned by the subject Person(s), provided that if a Change in Control would occur as a result of the acquisition of securities by the Company, and after such share acquisition by the Company, the Person becomes the Beneficial Owner of any additional securities which increases the percentage of the then outstanding securities Beneficially Owned by the subject Person, then a Change in Control shall occur.

(e) "*Control Affiliate*", with respect to any Person, means an Affiliate as defined in Rule 12B-2 of the General Rules and Regulations under the Exchange Act, as amended as of January 1, 1990.

(f) “*Disability*” means that the Executive is “disabled” within the meaning of Section 409A(a)(2)(C) of the Internal Revenue Code of 1986, as amended (the “Code”).

(g) “*Exchange Act*” means the Securities Exchange Act of 1934, as amended and as in effect from time to time.

(h) “*Person*” means any human being, firm, corporation, partnership, or other entity. Person also includes any human being, firm, corporation, partnership, or other entity as defined in Sections 13(d)(3) and 14(d)(2) of the Exchange Act, as amended as of January 1, 1990. The term Person does not include the Companies or any related entity within the meaning of Code Section 1563(a), 414(b) or 414(c), and the term Person does not include any employee-benefit plan maintained by the Companies or by any Related Entity, and any Person or entity organized, appointed, or established by the Companies or by any subsidiary for or pursuant to the terms of any such employee-benefit plan, unless the Board determines that such an employee-benefit plan, or such Person or entity is a Person.

(i) “*Termination With Cause*” means the termination of the Executive’s employment by act of the Company’s Board of Directors on account of (i) the Executive’s failure to perform a material duty or the Executive’s material breach of an obligation set forth in this Agreement or a breach of a material and written Company policy other than by reason of mental or physical illness or injury, (ii) the Executive’s breach of Executive’s fiduciary duties to the Company, (iii) the Executive’s conduct that is demonstrably and materially injurious to the Company, monetarily or otherwise or (iv) the Executive’s conviction of, or plea of *nolo contendere* to, a felony or crime involving moral turpitude or fraud or dishonesty involving assets of the Company and that in all cases is described in a written notice from the Board and that is not cured, to the reasonable satisfaction of the Board, within thirty (30) days after such notice is received by the Executive.

(j) “*Voluntary Termination*” means the Executive’s voluntary termination of his employment, other than a Voluntary Termination for Good Reason, hereunder for any reason. For purposes of this Section 10, the term Voluntary Termination does not include a voluntary refusal to perform services on account of a vacation taken in accordance with Section 6(a) hereof, the Executive’s failure to perform services on account of his illness or injury or the illness or injury of a member of his immediate family, provided such illness is adequately substantiated at the reasonable request of the Company, or any other absence from service with the written consent of the Board.

(k) *Voluntary Termination for “Good Reason”* means the Executive’s termination of his employment hereunder on account of (i) the Company’s material breach of the terms of this Agreement or a direction from the Board that the Executive act or refrain from acting which in either case would be unlawful or contrary to a material and written Company policy, (ii) a material diminution in the Executive’s duties, functions and responsibilities to the Company and its affiliates without the Executive’s consent or the Company preventing the Executive from fulfilling or exercising his material duties, functions and responsibilities to the Company and its affiliates without the Executive’s consent, (iii) a material reduction in the Executive’s Base Salary or Annual Bonus opportunity or (iv) a requirement that the Executive relocate his employment more than fifty (50) miles from the location of the Executive’s principal

office on the date of this Agreement, without the consent of the Executive. The Executive's resignation shall not be deemed a "Voluntary Termination for Good Reason" unless the Executive gives the Board written notice (delivered within thirty (30) days after the Executive knows of the event, action, etc. that the Executive asserts constitutes Good Reason), the event, action, etc. that the Executive asserts constitutes Good Reason is not cured, to the reasonable satisfaction of the Executive, within thirty (30) days after such notice and the Executive resigns effective not later than thirty (30) days after the expiration of such cure period.

13. CODE SECTION 280G. The benefits that the Executive may be entitled to receive under this Agreement and other benefits that the Executive is entitled to receive under other plans, agreements and arrangements (which, together with the benefits provided under this Agreement, are referred to as "Payments"), may constitute Parachute Payments that are subject to Code Sections 280G and 4999. As provided in this Section 13, the Parachute Payments will be reduced if, and only to the extent that, a reduction will allow the Executive to receive a greater Net After Tax Amount than the Executive would receive absent a reduction.

The Accounting Firm will first determine the amount of any Parachute Payments that are payable to the Executive. The Accounting Firm also will determine the Net After Tax Amount attributable to the Executive's total Parachute Payments.

The Accounting Firm will next determine the largest amount of Payments that may be made to the Executive without subjecting the Executive to tax under Code Section 4999 (the "Capped Payments"). Thereafter, the Accounting Firm will determine the Net After Tax Amount attributable to the Capped Payments.

The Executive will receive the total Parachute Payments or the Capped Payments, whichever provides the Executive with the higher Net After Tax Amount. If the Executive will receive the Capped Payments, the total Parachute Payments will be adjusted by first reducing the amount of any benefits under this Agreement or any other plan, agreement or arrangement that are not subject to Section 409A of the Code (with the source of the reduction to be directed by the Participant) and then by reducing the amount of any benefits under this Agreement or any other plan, agreement or arrangement that are subject to Section 409A of the Code (with the source of the reduction to be directed by the Participant). The Accounting Firm will notify the Executive and the Company if it determines that the Parachute Payments must be reduced to the Capped Payments and will send the Executive and the Company a copy of its detailed calculations supporting that determination.

As a result of the uncertainty in the application of Code Sections 280G and 4999 at the time that the Accounting Firm makes its determinations under this Section 13, it is possible that amounts will have been paid or distributed to the Executive that should not have been paid or distributed under this Section 13 ("Overpayments"), or that additional amounts should be paid or distributed to the Executive under this Section 13 ("Underpayments"). If the Accounting Firm determines, based on either the assertion of a deficiency by the Internal Revenue Service against the Company or the Executive, which assertion the Accounting Firm believes has a high probability of success or controlling precedent or substantial authority, that an Overpayment has been made, the Executive must repay to the Company, without interest; provided, however, that no loan will be deemed to have been made and no amount will be payable by the Executive to

the Company unless, and then only to the extent that, the deemed loan and payment would either reduce the amount on which the Executive is subject to tax under Code Section 4999 or generate a refund of tax imposed under Code Section 4999. If the Accounting Firm determines, based upon controlling precedent or substantial authority, that an Underpayment has occurred, the Accounting Firm will notify the Executive and the Company of that determination and the amount of that Underpayment will be paid to the Executive promptly by the Company.

For purposes of this Section 13, the term "Accounting Firm" means the independent accounting firm engaged by the Company immediately before the Change in Control. For purposes of this Section 13, the term "Net After Tax Amount" means the amount of any Parachute Payments or Capped Payments, as applicable, net of taxes imposed under Code Sections 1, 3101(b) and 4999 and any State or local income taxes applicable to the Executive on the date of payment. The determination of the Net After Tax Amount shall be made using the highest combined effective rate imposed by the foregoing taxes on income of the same character as the Parachute Payments or Capped Payments, as applicable, in effect on the date of payment. For purposes of this Section 13, the term "Parachute Payment" means a payment that is described in Code Section 280G(b)(2), determined in accordance with Code Section 280G and the regulations promulgated or proposed thereunder.

14. CODE SECTION 409A. This Agreement and the amounts payable and other benefits provided under this Agreement are intended to comply with, or otherwise be exempt from, Section 409A of the Code ("Section 409A"), after giving effect to the exemptions in Treasury Regulation section 1.409A-1(b)(3) through (b)(12). This Agreement shall be administered, interpreted and construed in a manner consistent with Section 409A. If any provision of this Agreement is found not to comply with, or otherwise not be exempt from, the provisions of Section 409A, it shall be modified and given effect, in the sole discretion of the Board and without requiring the Executive's consent, in such manner as the Board determines to be necessary or appropriate to comply with, or to effectuate an exemption from, Section 409A; provided, however, that in exercising its discretion under this Section 14, the Board shall modify this Agreement in the least restrictive manner necessary and without reducing any payment or benefit due under this Agreement. Each payment under this Agreement shall be treated as a separate identified payment for purposes of Section 409A.

With respect to any reimbursement of expenses of, or any provision of in-kind benefits to, the Executive, as specified under this Agreement, such reimbursement of expenses or provision of in-kind benefits shall be subject to the following limitations: (i) the expenses eligible for reimbursement or the amount of in-kind benefits provided in one taxable year shall not affect the expenses eligible for reimbursement or the amount of in-kind benefits provided in any other taxable year, except for any medical reimbursement arrangement providing for the reimbursement of expenses referred to in Section 105(b) of the Code; (ii) the reimbursement of an eligible expense shall be made as specified in this Agreement and in no event later than the end of the year after the year in which such expense was incurred and (iii) the right to reimbursement or in-kind benefit shall not be subject to liquidation or exchange for another benefit.

If a payment obligation under this Agreement arises on account of a Change in Control or the Executive's termination of employment and such payment obligation constitutes "deferred

compensation” (as defined under Treasury Regulation section 1.409A-1(b)(1), after giving effect to the exemptions in Treasury Regulation section 1.409A-1(b)(3) through (b)(12)), it shall be payable only if the Change in Control constitutes a change in ownership or effective control of the Company, etc. as provided in Treasury Regulation section 1.409A-3(i)(5) or after the Executive’s separation from service (as defined under Treasury Regulation section 1.409A-1(h)); provided, however, that if the Executive is a specified employee (as defined under Treasury Regulation section 1.409A-1(i)), any payment that is scheduled to be paid within six months after such separation from service shall accrue without interest and shall be paid on the first day of the seventh month beginning after the date of the Executive’s separation from service or, if earlier, within fifteen days after the appointment of the personal representative or executor of the Executive’s estate following his death.

15. TAX WITHHOLDING. All payments to be made under this Agreement shall be reduced by applicable income and employment tax withholdings.

16. CONFIDENTIAL INFORMATION. The Executive recognizes that the Company’s business interests require a confidential relationship between the Company and the Executive and the fullest practical protection and confidential treatment of their trade secrets, operating manuals, marketing techniques, designs, concepts, franchise operation and system management programs, customer lists, innovations and improvements (collectively, “Information”) that will be conceived or learned by him in the course of his employment with the Company. Accordingly, the Executive agrees, both during and after termination of his employment, to keep secret and to treat confidentially all of the Company’s Information and not to use or aid others in using any such Information in competition with the Company. The obligation set forth in this Section 16 shall exist during the Executive’s employment and shall continue after the termination of the Executive’s employment for so long as any of the Company’s Information retains any confidentiality.

17. NOTICES. All notices or deliveries authorized or required pursuant to this Agreement shall be deemed to have been given when in writing and personally delivered or three (3) days following the date when deposited in the U.S. mail, certified, return receipt requested, postage prepaid, addressed to the parties at the following addresses or to such other addresses as either may designate in writing to the other party:

To the Company:

CHATHAM LODGING TRUST
Attn: Chairman, Compensation Committee
Of the Board of Trustees

50 Cocoanut Row, Suite 200
Palm Beach, Florida 33480

To the Executive:

Jeffrey H. Fisher
c/o Chatham Lodging Trust
50 Cocoanut Row, Suite 200
Palm Beach, FL 33480

18. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof and shall not

be modified in any manner except by instrument in writing signed, by or on behalf of, the parties hereto. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

19. ARBITRATION. Any claim or controversy arising out of, or relating to, this Agreement or its breach, shall be settled by arbitration in Palm Beach County, Florida in accordance with the governing rules of the American Arbitration Association. Judgment upon the award rendered may be entered in any court of competent jurisdiction. In the event one of the parties hereto requests an arbitration proceeding under this Agreement, such proceeding shall commence within 30 days from the date of such request. The prevailing party shall be entitled to reasonable attorney's fees and costs.

20. APPLICABLE LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

21. NO SETOFF. The Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by a setoff, counterclaim, recoupment, defense or other claim, right or action which the Company may have against the Executive or others. In no event shall the Executive be obligated to seek other employment or take other action by way of mitigation of the amounts payable to the Executive under the provisions of this Agreement.

22. ASSIGNMENT. The Executive acknowledges that his services are unique and personal. Accordingly, the Executive may not assign his rights or delegate his duties or obligations under this Agreement. The Executive's rights and obligations under this Agreement shall inure to the benefit of and shall be binding upon the Executive's successors and assigns.

23. HEADINGS. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 21st day of April, 2010.

CHATHAM LODGING TRUST, a Maryland
real estate investment trust

By:

/s/ Julio Morales

Name: Julio Morales

Title: Executive Vice President and Chief Financial Officer

JEFFREY H. FISHER

/s/ Jeffrey H. Fisher

**EMPLOYMENT AGREEMENT
BETWEEN CHATHAM LODGING TRUST
AND PETER WILLIS**

THIS EMPLOYMENT AGREEMENT, effective as of April 21, 2010, between CHATHAM LODGING TRUST, a Maryland real estate investment trust (the "Company"), and PETER WILLIS (the "Executive"), recites and provides as follows:

WITNESSETH:

WHEREAS, the Company is a self-advised equity real estate investment trust which has been formed to own hotel properties directly and through its subsidiaries; and

WHEREAS, the Company desires to employ the Executive to devote substantially all of his time, attention and efforts to the business of the Company and to serve as the Chairman of the Board of Trustees (the "Board"), Chief Executive Officer and President of the Company; and

WHEREAS, the Executive desires to be so employed on the terms and subject to the conditions hereinafter stated.

NOW, THEREFORE, in consideration of the premises and mutual obligations hereinafter set forth, the parties agree as follows:

1. **RECITALS**. The above recitals are incorporated by reference herein and made a part hereof as set forth verbatim.

2. **EMPLOYMENT**. The Company shall employ the Executive, and the Executive agrees to be so employed, in the capacity of [Title] to serve for the Term (as hereinafter defined) hereof, subject to earlier termination as hereinafter provided.

3. **TERM**. The Initial Term of the Executive's employment hereunder (the "Initial Term") shall be for a period of three (3) years commencing on April 21, 2010, and continuing until April 21, 2013, unless terminated earlier as provided herein. If neither the Company nor the Executive has provided the other with written notice of an intention to terminate this Agreement at least thirty (30) days before the end of the Initial Term (or any subsequent renewal period), this Agreement will automatically renew for a twelve (12) month period. For purposes of this Agreement, the word "Term" means the Initial Term and the period of any extension of the Initial Term pursuant to the preceding sentence.

4. **SERVICES**. The Executive shall devote substantially all of his time, attention and effort to the Company's affairs. The Company further agrees that the Executive may engage in civic and community activities and endeavors provided that such activities do not interfere with the performance of the Executive's duties hereunder. The Executive shall have full authority and responsibility for formulating policies and administering the Company in all respects, subject to the general direction, approval and control of the Board.

5. COMPENSATION.

(a) *Base Salary.* During the Term, the Company shall pay the Executive for his services an annual Base Salary equal to \$285,000, subject to any increases approved by the Board or its Compensation Committee (the "Committee"). Such Base Salary shall be paid in twenty-six (26) bi-weekly installments. Any increase in Base Salary shall not serve to limit or reduce any other obligations to the Executive under this Agreement.

(b) *Annual Bonus.* In addition to his annual Base Salary, during the Term the Executive shall have the opportunity to earn an Annual Bonus as determined by the Committee in its discretion or to the extent that prescribed individual and corporate goals established by the Committee are achieved. Any Annual Bonus that is earned under this Section 5(b) shall be paid in a single lump sum payment no later than March 15 following the calendar year in which the Annual Bonus is earned.

6. BENEFITS. The Company agrees to provide the Executive with the following benefits:

(a) *Vacation.* The Executive shall be entitled each year to a vacation, during which time his compensation shall be paid in full. The time allotted for such vacation shall be an aggregate of three (3) weeks. In the year Executive terminates employment, he shall be entitled to receive a prorated paid vacation based upon the amount of time that he has worked during the year of termination. In the event that he has not taken his vacation time computed on a prorated basis, he shall be paid, at his regular rate of pay, for unused vacation. In the event Executive has taken more vacation time than allotted for the year of termination, there shall be no reduction in compensation otherwise payable hereunder.

(b) *Employee Benefits.* During the Term, the Executive and/or the Executive's family, as the case may be, shall be eligible to participate in all Company employee benefit plans in which other executive level employees of the Company and/or the members of their families, as the case may be, are eligible to participate, but not limited to, any retirement, pension, profit-sharing, insurance, hospital, or other plans which may now be in effect or which may hereafter be adopted by the Company. Regarding life insurance, the Executive shall have the right to name the beneficiary of such life insurance policy.

7. EXPENSES. The Company recognizes that the Executive will have to incur certain out-of-pocket expenses related to his services and the Company's business, and the Company agrees to promptly reimburse the Executive for all reasonable expenses necessarily incurred by him in the performance of his duties to the Company upon presentation of a voucher or documentation indicating the amount and business purposes of any such expenses. These expenses include, but are not limited to, travel, meals, entertainment, etc. Expenses that are reimbursable to the Executive under this Section 7 shall be paid to the Executive in accordance with the Company's expense reimbursement policy but in no event later than March 15 following the calendar year in which the expense is incurred.

8. OFFICE AND SUPPORT STAFF. During the term of this Agreement, the Executive shall be entitled to an office of a size and with furnishings and other appointments,

and to secretarial and other assistants, at least equal to those provided to other management level employees of the Company.

9. TERMINATION.

(a) Grounds. This Agreement shall terminate in the event of the Executive's death. In the case of the Executive's Disability, the Company may elect to terminate the Executive as a result of such Disability. Where appropriate, the Company also may terminate the Executive pursuant to a Termination With Cause. Finally, the Executive may terminate his employment with the Company pursuant to either a Voluntary Termination or a Voluntary Termination for Good Reason. For purposes of this Agreement, the terms Disability, Voluntary Termination, Voluntary Termination for Good Reason, and Termination With Cause are defined in Section 12 of this Agreement.

(b) Notice of Termination. Any termination by the Company or the Executive (other than upon death) shall be communicated by Notice of Termination to the Executive or the Company, as applicable. For purposes of this Agreement, a "Notice of Termination" means a written notice which (i) indicates the specific termination provision in this Agreement relied upon and the specific ground for termination; (ii) sets forth in reasonable detail the facts and circumstances claimed to provide a basis for such termination; and (iii) the date of termination in accordance with 9(c) below.

(c) Date of Termination. For the purposes of this Agreement, "Date of Termination" means (i) if the Company intends to treat the termination as a termination based upon the Executive's Disability, the Executive's employment with the Company shall terminate effective on the thirtieth day after the date of the Notice of Termination (which may not be given before the Executive has been absent from work on account of a physical or mental illness or physical injury for at least hundred fifty (150) days) provided that, before such date, the Executive shall not have returned to full-time performance of the Executive's duties; (ii) if the Executive's employment is terminated by reason of Death, the Date of Termination shall be the date of death of the Executive; (iii) if the Executive's employment is terminated by reason of Voluntary Termination, the Date of Termination shall be thirty (30) days from the date of the Notice of Termination (and the Executive shall be deemed to have terminated his employment by Voluntary Termination if the Executive voluntarily refuses to provide substantially all the services described in Section 4 hereof for a period greater than four (4) consecutive weeks (excluding periods in which the Executive is not performing services on account of vacation in accordance with Section 6(a) hereof and periods in which the Executive is not performing services on account of the Executive's illness or injury or the illness or injury of a member of the Executive's immediate family); in such event, the Date of Termination shall be the day after the last day of such four-week period); (iv) if the Company intends to treat the termination as a Termination With Cause based upon the grounds described in clause 12(i)(ii) or (iii), then Termination shall be effective upon Notice of Termination as defined in this Agreement; (v) if the Company intends to treat the termination as a Termination With Cause based upon the grounds described in clause 12(i)(i) of this Agreement, the Company shall provide the Executive written notice of such grounds for termination and the Executive shall have a period of thirty (30) days to cure such cause to the reasonable satisfaction of the Board, failing which employment shall be deemed terminated at the end of such thirty (30) day period; (vi) if the

Executive's employment is terminated by reason of Voluntary Termination for Good Reason, the Date of Termination shall be thirty (30) days after the end of the thirty (30) day cure period.

10. COMPENSATION UPON TERMINATION WITH CAUSE, VOLUNTARY TERMINATION, DEATH OR DISABILITY . This Section 10 applies in the event that the Executive's employment ends upon a Termination With Cause, a Voluntary Termination, Death or Disability or any reason other than a Termination Without Cause or a Voluntary Termination With Good Reason. In any of those events, the Executive (or the Executive's estate in the event of his death) shall be entitled to receive the Standard Termination Benefits. The Standard Termination Benefits are the benefits or amounts described in the following subsections (a) and (b):

(a) The Executive shall be entitled to receive any compensation (including Base Salary and Annual Bonus and accrued but unused vacation) that is earned but unpaid as of the Date of Termination.

(b) The Executive shall be entitled to receive any benefits due him under the terms of any employee benefit plan maintained by the Company and any option, restricted share or similar equity award; which benefits shall be paid in accordance with the terms of the applicable plan and any award agreement between the Executive and the Company.

Except for the Standard Termination Benefits, the Executive shall not be entitled to receive any compensation after the Date of Termination on account of a Termination With Cause, a Voluntary Termination, death, Disability or any reason other than a Termination Without Cause or a Voluntary Termination With Good Reason.

11. COMPENSATION UPON TERMINATION WITHOUT CAUSE OR VOLUNTARY TERMINATION WITH GOOD REASON . This Section 11 applies in the event that the Executive's employment ends upon a Termination Without Cause or a Voluntary Termination With Good Reason. In any of those events, the Executive shall be entitled to receive the benefits and amounts described in the following subsections (a), (b), (c) and (d):

(a) The Company shall pay or provide the Standard Termination Benefits as defined in Section 10 except that all outstanding options, restricted Company shares and other equity awards, shall be vested and exercisable as of the Date of Termination and outstanding options shall remain exercisable thereafter until their stated expiration date as if the Executive's employment had not terminated.

(b) The Company shall pay an amount equal to the product of the Multiple (as defined below) times the Executive's Base Salary at the rate in effect on the Date of Termination (or, in the case of a Voluntary Termination for Good Reason, at the rate in effect before a reduction in Base Salary that constitutes Good Reason for resignation), such payment to be made in a single cash payment.

(c) The Company shall pay an amount equal to the product of the Multiple (as defined below) times the highest annual bonus paid to the Executive for the three (3) fiscal years of the Company ended immediately before the Date of Termination.

(d) The Company shall pay an amount equal to the product of (x) the annual bonus paid to the Executive for the fiscal year of the Company ended immediately before the Date of Termination and (y) a fraction, the numerator of which is the number of days the Executive was employed by the Company during the fiscal year that includes the Date of Termination and the denominator of which is 365, such payment to be made in a single cash payment no later than ten (10) days after the Date of Termination.

(e) The Company shall pay an amount equal to the Multiple (as defined below) times the annual premium or cost paid by the Company for the health, dental and vision insurance coverage for the Executive and the Executive's eligible dependents as in effect on the Date of Termination plus an amount equal to the Multiple (as defined below) times the annual premium or cost paid by the Company for the disability and life insurance coverage for the Executive as in effect on the Date of Termination, such payment to be made in a single cash payment.

The Multiple is "one (1.0)" if the Executive's employment ends upon a Termination Without Cause before the date of a Change in Control and a Change in Control does not occur within ninety (90) days after the Date of Termination or if the Executive's employment ends upon a Voluntary Termination With Good Reason before the date of a Change in Control and the Multiple is "two (2.0)" if the Executive's employment ends upon a Termination Without Cause on or after the date of a Change in Control or within the ninety (90) day period preceding the date of a Change in Control or if the Executive's employment ends upon a Voluntary Termination With Good Reason on or after the date of a Change in Control.

No benefits will be paid or provided to, or on behalf of, the Executive under this Section 11 unless and until the Executive has signed a release and waiver of claims acceptable to the Company, releasing the Company and its officers, directors and affiliates from all claims the Executive has or may have against such parties, and such release and waiver of claims has become binding and irrevocable. The cash benefits payable under this Section 11 shall be paid on the fifth (5th) business day after the Executive's release and waiver of claims has become binding and irrevocable; provided, however, that if the Executive's employment ends upon a Termination Without Cause and additional amounts become payable under this Section 11 because a Change in Control occurs within ninety (90) days after the Date of Termination, such additional amounts shall be paid on the fifth (5th) business day after the date of the Change in Control or, if later, the fifth (5th) business day after the Executive's release and waiver of claims has become binding and irrevocable.

12. DEFINITIONS. For the purposes of this Agreement, the following terms shall have the following definitions:

(a) "*Acquiring Person*" means that a Person, considered alone or together with all Control Affiliates and Associates of that Person, is or becomes directly or indirectly the beneficial owner of securities representing at least fifty percent (50%) of the Company's then outstanding securities entitled to vote generally in the election of the Board.

(b) "*Affiliate*" means any "subsidiary" or "parent" corporation (within the meaning of Section 424 of the Code) of the Company.

(c) “*Board*” means the Board of Trustees of the Company.

(d) “*Change in Control*” for purposes of this Agreement, means a “Change in Control” shall mean any of the following events:

(i) In the event a Person is or becomes an Acquiring Person;

(ii) In the event that the Company transfers at least fifty percent (50%) of the Company’s total assets on a consolidated basis, as reported in the Company’s consolidated financial statements filed with the Securities and Exchange Commission;

(iii) In the event that the Company merges or consolidates the Company or effects a statutory share exchange with another Person, regardless of whether the Company is intended to be the surviving or resulting entity after the merger, consolidation, or statutory share exchange; provided that a merger, consolidation or statutory share exchange in which the shareholders of the Company immediately before such transaction own more than fifty percent (50%) of the outstanding securities of the surviving entity entitled to vote generally in the election of directors shall not be a Change in Control;

(iv) Continuing Trustees cease to constitute a majority of the Board (other than as a result of a merger, consolidation or statutory share exchange that does not constitute a Change in Control under clause 12(d)(iii). For purposes of this Agreement, the term “Continuing Trustee” means (i) a member of the Board on April 21, 2010 or (ii) a member whose nomination for, or election to, the Board was approved or recommended by a majority of the then Continuing Trustees.

(v) A complete liquidation or dissolution of the Company; or,

(vi) Notwithstanding the foregoing, a Change in Control shall not be deemed to occur solely because any Person acquired Beneficial Ownership as defined in the Exchange Act of more than the permitted amount of the then outstanding securities as a result of the acquisition of securities by the Company which by reducing the number of securities then outstanding, increases the proportional number of shares Beneficially Owned by the subject Person(s), provided that if a Change in Control would occur as a result of the acquisition of securities by the Company, and after such share acquisition by the Company, the Person becomes the Beneficial Owner of any additional securities which increases the percentage of the then outstanding securities Beneficially Owned by the subject Person, then a Change in Control shall occur.

(e) “*Control Affiliate*”, with respect to any Person, means an Affiliate as defined in Rule 12B-2 of the General Rules and Regulations under the Exchange Act, as amended as of January 1, 1990.

(f) “*Disability*” means that the Executive is “disabled” within the meaning of Section 409A(a)(2)(C) of the Internal Revenue Code of 1986, as amended (the “Code”).

(g) “*Exchange Act*” means the Securities Exchange Act of 1934, as amended and as in effect from time to time.

(h) “*Person*” means any human being, firm, corporation, partnership, or other entity. Person also includes any human being, firm, corporation, partnership, or other entity as defined in Sections 13(d)(3) and 14(d)(2) of the Exchange Act, as amended as of January 1, 1990. The term Person does not include the Companies or any related entity within the meaning of Code Section 1563(a), 414(b) or 414(c), and the term Person does not include any employee-benefit plan maintained by the Companies or by any Related Entity, and any Person or entity organized, appointed, or established by the Companies or by any subsidiary for or pursuant to the terms of any such employee-benefit plan, unless the Board determines that such an employee-benefit plan, or such Person or entity is a Person.

(i) “*Termination With Cause*” means the termination of the Executive’s employment by act of the Company’s Board of Directors on account of (i) the Executive’s failure to perform a material duty or the Executive’s material breach of an obligation set forth in this Agreement or a breach of a material and written Company policy other than by reason of mental or physical illness or injury, (ii) the Executive’s breach of Executive’s fiduciary duties to the Company, (iii) the Executive’s conduct that is demonstrably and materially injurious to the Company, monetarily or otherwise or (iv) the Executive’s conviction of, or plea of *nolo contendere* to, a felony or crime involving moral turpitude or fraud or dishonesty involving assets of the Company and that in all cases is described in a written notice from the Board and that is not cured, to the reasonable satisfaction of the Board, within thirty (30) days after such notice is received by the Executive.

(j) “*Voluntary Termination*” means the Executive’s voluntary termination of his employment, other than a Voluntary Termination for Good Reason, hereunder for any reason. For purposes of this Section 10, the term Voluntary Termination does not include a voluntary refusal to perform services on account of a vacation taken in accordance with Section 6(a) hereof, the Executive’s failure to perform services on account of his illness or injury or the illness or injury of a member of his immediate family, provided such illness is adequately substantiated at the reasonable request of the Company, or any other absence from service with the written consent of the Board.

(k) *Voluntary Termination for “Good Reason”* means the Executive’s termination of his employment hereunder on account of (i) the Company’s material breach of the terms of this Agreement or a direction from the Board that the Executive act or refrain from acting which in either case would be unlawful or contrary to a material and written Company policy, (ii) a material diminution in the Executive’s duties, functions and responsibilities to the Company and its affiliates without the Executive’s consent or the Company preventing the

Executive from fulfilling or exercising his material duties, functions and responsibilities to the Company and its affiliates without the Executive's consent, (iii) a material reduction in the Executive's Base Salary or Annual Bonus opportunity or (iv) a requirement that the Executive relocate his employment more than fifty (50) miles from the location of the Executive's principal office on the date of this Agreement, without the consent of the Executive. The Executive's resignation shall not be deemed a "Voluntary Termination for Good Reason" unless the Executive gives the Board written notice (delivered within thirty (30) days after the Executive knows of the event, action, etc. that the Executive asserts constitutes Good Reason), the event, action, etc. that the Executive asserts constitutes Good Reason is not cured, to the reasonable satisfaction of the Executive, within thirty (30) days after such notice and the Executive resigns effective not later than thirty (30) days after the expiration of such cure period.

13. CODE SECTION 280G. The benefits that the Executive may be entitled to receive under this Agreement and other benefits that the Executive is entitled to receive under other plans, agreements and arrangements (which, together with the benefits provided under this Agreement, are referred to as "Payments"), may constitute Parachute Payments that are subject to Code Sections 280G and 4999. As provided in this Section 13, the Parachute Payments will be reduced if, and only to the extent that, a reduction will allow the Executive to receive a greater Net After Tax Amount than the Executive would receive absent a reduction.

The Accounting Firm will first determine the amount of any Parachute Payments that are payable to the Executive. The Accounting Firm also will determine the Net After Tax Amount attributable to the Executive's total Parachute Payments.

The Accounting Firm will next determine the largest amount of Payments that may be made to the Executive without subjecting the Executive to tax under Code Section 4999 (the "Capped Payments"). Thereafter, the Accounting Firm will determine the Net After Tax Amount attributable to the Capped Payments.

The Executive will receive the total Parachute Payments or the Capped Payments, whichever provides the Executive with the higher Net After Tax Amount. If the Executive will receive the Capped Payments, the total Parachute Payments will be adjusted by first reducing the amount of any benefits under this Agreement or any other plan, agreement or arrangement that are not subject to Section 409A of the Code (with the source of the reduction to be directed by the Participant) and then by reducing the amount of any benefits under this Agreement or any other plan, agreement or arrangement that are subject to Section 409A of the Code (with the source of the reduction to be directed by the Participant). The Accounting Firm will notify the Executive and the Company if it determines that the Parachute Payments must be reduced to the Capped Payments and will send the Executive and the Company a copy of its detailed calculations supporting that determination.

As a result of the uncertainty in the application of Code Sections 280G and 4999 at the time that the Accounting Firm makes its determinations under this Section 13, it is possible that amounts will have been paid or distributed to the Executive that should not have been paid or distributed under this Section 13 ("Overpayments"), or that additional amounts should be paid or distributed to the Executive under this Section 13 ("Underpayments"). If the Accounting Firm determines, based on either the assertion of a deficiency by the Internal Revenue Service against

the Company or the Executive, which assertion the Accounting Firm believes has a high probability of success or controlling precedent or substantial authority, that an Overpayment has been made, the Executive must repay to the Company, without interest; provided, however, that no loan will be deemed to have been made and no amount will be payable by the Executive to the Company unless, and then only to the extent that, the deemed loan and payment would either reduce the amount on which the Executive is subject to tax under Code Section 4999 or generate a refund of tax imposed under Code Section 4999. If the Accounting Firm determines, based upon controlling precedent or substantial authority, that an Underpayment has occurred, the Accounting Firm will notify the Executive and the Company of that determination and the amount of that Underpayment will be paid to the Executive promptly by the Company.

For purposes of this Section 13, the term "Accounting Firm" means the independent accounting firm engaged by the Company immediately before the Change in Control. For purposes of this Section 13, the term "Net After Tax Amount" means the amount of any Parachute Payments or Capped Payments, as applicable, net of taxes imposed under Code Sections 1, 3101(b) and 4999 and any State or local income taxes applicable to the Executive on the date of payment. The determination of the Net After Tax Amount shall be made using the highest combined effective rate imposed by the foregoing taxes on income of the same character as the Parachute Payments or Capped Payments, as applicable, in effect on the date of payment. For purposes of this Section 13, the term "Parachute Payment" means a payment that is described in Code Section 280G(b)(2), determined in accordance with Code Section 280G and the regulations promulgated or proposed thereunder.

14. CODE SECTION 409A. This Agreement and the amounts payable and other benefits provided under this Agreement are intended to comply with, or otherwise be exempt from, Section 409A of the Code ("Section 409A"), after giving effect to the exemptions in Treasury Regulation section 1.409A-1(b)(3) through (b)(12). This Agreement shall be administered, interpreted and construed in a manner consistent with Section 409A. If any provision of this Agreement is found not to comply with, or otherwise not be exempt from, the provisions of Section 409A, it shall be modified and given effect, in the sole discretion of the Board and without requiring the Executive's consent, in such manner as the Board determines to be necessary or appropriate to comply with, or to effectuate an exemption from, Section 409A; provided, however, that in exercising its discretion under this Section 14, the Board shall modify this Agreement in the least restrictive manner necessary and without reducing any payment or benefit due under this Agreement. Each payment under this Agreement shall be treated as a separate identified payment for purposes of Section 409A.

With respect to any reimbursement of expenses of, or any provision of in-kind benefits to, the Executive, as specified under this Agreement, such reimbursement of expenses or provision of in-kind benefits shall be subject to the following limitations: (i) the expenses eligible for reimbursement or the amount of in-kind benefits provided in one taxable year shall

not affect the expenses eligible for reimbursement or the amount of in-kind benefits provided in any other taxable year, except for any medical reimbursement arrangement providing for the reimbursement of expenses referred to in Section 105(b) of the Code; (ii) the reimbursement of an eligible expense shall be made as specified in this Agreement and in no event later than the end of the year after the year in which such expense was incurred and (iii) the right to reimbursement or in-kind benefit shall not be subject to liquidation or exchange for another benefit.

If a payment obligation under this Agreement arises on account of a Change in Control or the Executive's termination of employment and such payment obligation constitutes "deferred compensation" (as defined under Treasury Regulation section 1.409A-1(b)(1), after giving effect to the exemptions in Treasury Regulation section 1.409A-1(b)(3) through (b)(12)), it shall be payable only if the Change in Control constitutes a change in ownership or effective control of the Company, etc. as provided in Treasury Regulation section 1.409A-3(i)(5) or after the Executive's separation from service (as defined under Treasury Regulation section 1.409A-1(h)); provided, however, that if the Executive is a specified employee (as defined under Treasury Regulation section 1.409A-1(i)), any payment that is scheduled to be paid within six months after such separation from service shall accrue without interest and shall be paid on the first day of the seventh month beginning after the date of the Executive's separation from service or, if earlier, within fifteen days after the appointment of the personal representative or executor of the Executive's estate following his death.

15. **TAX WITHHOLDING.** All payments to be made under this Agreement shall be reduced by applicable income and employment tax withholdings.

16. **CONFIDENTIAL INFORMATION.** The Executive recognizes that the Company's business interests require a confidential relationship between the Company and the Executive and the fullest practical protection and confidential treatment of their trade secrets, operating manuals, marketing techniques, designs, concepts, franchise operation and system management programs, customer lists, innovations and improvements (collectively, "Information") that will be conceived or learned by him in the course of his employment with the Company. Accordingly, the Executive agrees, both during and after termination of his employment, to keep secret and to treat confidentially all of the Company's Information and not to use or aid others in using any such Information in competition with the Company. The obligation set forth in this Section 16 shall exist during the Executive's employment and shall continue after the termination of the Executive's employment for so long as any of the Company's Information retains any confidentiality.

17. **NOTICES.** All notices or deliveries authorized or required pursuant to this Agreement shall be deemed to have been given when in writing and personally delivered or three (3) days following the date when deposited in the U.S. mail, certified, return receipt requested, postage prepaid, addressed to the parties at the following addresses or to such other addresses as either may designate in writing to the other party:

To the Company:

CHATHAM LODGING TRUST
Attn: President
50 Cocoanut Row
Suite 200
Palm Beach, Florida 33480

To the Executive:

Peter Willis
c/o Chatham Lodging Trust
50 Cocoanut Row, Suite 200
Palm Beach, Florida 33480

18. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof and shall not be modified in any manner except by instrument in writing signed, by or on behalf of, the parties hereto. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

19. ARBITRATION. Any claim or controversy arising out of, or relating to, this Agreement or its breach, shall be settled by arbitration in Palm Beach County, Florida in accordance with the governing rules of the American Arbitration Association. Judgment upon the award rendered may be entered in any court of competent jurisdiction. In the event one of the parties hereto requests an arbitration proceeding under this Agreement, such proceeding shall commence within 30 days from the date of such request. The prevailing party shall be entitled to reasonable attorney's fees and costs.

20. APPLICABLE LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

21. NO SETOFF. The Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by a setoff, counterclaim, recoupment, defense or other claim, right or action which the Company may have against the Executive or others. In no event shall the Executive be obligated to seek other employment or take other action by way of mitigation of the amounts payable to the Executive under the provisions of this Agreement.

22. ASSIGNMENT. The Executive acknowledges that his services are unique and personal. Accordingly, the Executive may not assign his rights or delegate his duties or obligations under this Agreement. The Executive's rights and obligations under this Agreement shall inure to the benefit of and shall be binding upon the Executive's successors and assigns.

23. HEADINGS. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

**EMPLOYMENT AGREEMENT
BETWEEN CHATHAM LODGING TRUST
AND DENNIS CRAVEN**

THIS EMPLOYMENT AGREEMENT, effective as of September 9, 2010, between CHATHAM LODGING TRUST, a Maryland real estate investment trust (the "Company"), and DENNIS CRAVEN (the "Executive"), recites and provides as follows:

W I T N E S S E T H:

WHEREAS, the Company is a self-advised equity real estate investment trust which has been formed to own hotel properties directly and through its subsidiaries; and

WHEREAS, the Company desires to employ the Executive to devote substantially all of his time, attention and efforts to the business of the Company and to serve as Executive Vice President and Chief Financial Officer of the Company; and

WHEREAS, the Executive desires to be so employed on the terms and subject to the conditions hereinafter stated.

NOW, THEREFORE, in consideration of the premises and mutual obligations hereinafter set forth, the parties agree as follows:

1. **RECITALS**. The above recitals are incorporated by reference herein and made a part hereof as set forth verbatim.

2. **EMPLOYMENT**. The Company shall employ the Executive, and the Executive agrees to be so employed, in the capacity of Executive Vice President and Chief Financial Officer to serve for the Term (as hereinafter defined) hereof, subject to earlier termination as hereinafter provided.

3. **TERM**. The Initial Term of the Executive's employment hereunder (the "Initial Term") shall be for a period of three (3) years commencing on September 9, 2010, and continuing until September 8, 2013, unless terminated earlier as provided herein. If neither the Company nor the Executive has provided the other with written notice of an intention to terminate this Agreement at least thirty (30) days before the end of the Initial Term (or any subsequent renewal period), this Agreement will automatically renew for a twelve (12) month period. For purposes of this Agreement, the word "Term" means the Initial Term and the period of any extension of the Initial Term pursuant to the preceding sentence.

4. **SERVICES**. The Executive shall devote substantially all of his time, attention and effort to the Company's affairs. The Company further agrees that the Executive may engage in civic and community activities and endeavors provided that such activities do not interfere with the performance of the Executive's duties hereunder. The Executive shall have full authority and responsibility for formulating policies and administering the Company in all respects, subject to the general direction, approval and control of the Company's Chief Executive Officer.

5. **COMPENSATION.**

(a) *Base Salary.* During the Term, the Company shall pay the Executive for his services an annual Base Salary equal to \$285,000, subject to any increases approved by the Board of Trustees (the "Board") or its Compensation Committee (the "Committee"). Such Base Salary shall be paid in twenty-six (26) bi-weekly installments. Any increase in Base Salary shall not serve to limit or reduce any other obligations to the Executive under this Agreement.

(b) *Annual Bonus.* In addition to his annual Base Salary, during the Term the Executive shall have the opportunity to earn an Annual Bonus as determined by the Committee in its discretion or to the extent that prescribed individual and corporate goals established by the Committee are achieved. Any Annual Bonus that is earned under this Section 5(b) shall be paid in a single lump sum payment no later than March 15 following the calendar year in which the Annual Bonus is earned.

6. **BENEFITS.** The Company agrees to provide the Executive with the following benefits:

(a) *Vacation.* The Executive shall be entitled each year to a vacation, during which time his compensation shall be paid in full. The time allotted for such vacation shall be an aggregate of three (3) weeks. In the year Executive terminates employment, he shall be entitled to receive a prorated paid vacation based upon the amount of time that he has worked during the year of termination. In the event that he has not taken his vacation time computed on a prorated basis, he shall be paid, at his regular rate of pay, for unused vacation. In the event Executive has taken more vacation time than allotted for the year of termination, there shall be no reduction in compensation otherwise payable hereunder.

(b) *Employee Benefits.* During the Term, the Executive and/or the Executive's family, as the case may be, shall be eligible to participate in all Company employee benefit plans in which other executive level employees of the Company and/or the members of their families, as the case may be, are eligible to participate, but not limited to, any retirement, pension, profit-sharing, insurance, hospital, or other plans which may now be in effect or which may hereafter be adopted by the Company. Regarding life insurance, the Executive shall have the right to name the beneficiary of such life insurance policy.

7. **EXPENSES.** The Company recognizes that the Executive will have to incur certain out-of-pocket expenses related to his services and the Company's business, and the Company agrees to promptly reimburse the Executive for all reasonable expenses necessarily incurred by him in the performance of his duties to the Company upon presentation of a voucher or documentation indicating the amount and business purposes of any such expenses. These expenses include, but are not limited to, travel, meals, entertainment, etc. Expenses that are reimbursable to the Executive under this Section 7 shall be paid to the Executive in accordance with the Company's expense reimbursement policy but in no event later than March 15 following the calendar year in which the expense is incurred.

8. **OFFICE AND SUPPORT STAFF.** During the term of this Agreement, the Executive shall be entitled to an office of a size and with furnishings and other appointments, and to secretarial and other assistants, at least equal to those provided to other management level employees of the Company.

9. **TERMINATION.**

(a) **Grounds.** This Agreement shall terminate in the event of the Executive's death. In the case of the Executive's Disability, the Company may elect to terminate the Executive as a result of such Disability. Where appropriate, the Company also may terminate the Executive pursuant to a Termination With Cause. Finally, the Executive may terminate his employment with the Company pursuant to either a Voluntary Termination or a Voluntary Termination for Good Reason. For purposes of this Agreement, the terms Disability, Voluntary Termination, Voluntary Termination for Good Reason, and Termination With Cause are defined in Section 12 of this Agreement.

(b) **Notice of Termination.** Any termination by the Company or the Executive (other than upon death) shall be communicated by Notice of Termination to the Executive or the Company, as applicable. For purposes of this Agreement, a "Notice of Termination" means a written notice which (i) indicates the specific termination provision in this Agreement relied upon and the specific ground for termination; (ii) sets forth in reasonable detail the facts and circumstances claimed to provide a basis for such termination; and (iii) the date of termination in accordance with 9(c) below.

(c) **Date of Termination.** For the purposes of this Agreement, "Date of Termination" means (i) if the Company intends to treat the termination as a termination based upon the Executive's Disability, the Executive's employment with the Company shall terminate effective on the thirtieth day after the date of the Notice of Termination (which may not be given before the Executive has been absent from work on account of a physical or mental illness or physical injury for at least hundred fifty (150) days) provided that, before such date, the Executive shall not have returned to full-time performance of the Executive's duties; (ii) if the Executive's employment is terminated by reason of Death, the Date of Termination shall be the date of death of the Executive; (iii) if the Executive's employment is terminated by reason of Voluntary Termination, the Date of Termination shall be thirty (30) days from the date of the Notice of Termination (and the Executive shall be deemed to have terminated his employment by Voluntary Termination if the Executive voluntarily refuses to provide substantially all the services described in Section 4 hereof for a period greater than four (4) consecutive weeks (excluding periods in which the Executive is not performing services on account of vacation in accordance with Section 6(a) hereof and periods in which the Executive is not performing services on account of the Executive's illness or injury or the illness or injury of a member of the Executive's immediate family); in such event, the Date of Termination shall be the day after the last day of such four-week period); (iv) if the Company intends to treat the termination as a Termination With Cause based upon the grounds described in clause 12(i)(i) or (iii), then Termination shall be effective upon Notice of Termination as defined in this Agreement; (v) if the Company intends to treat the termination as a Termination With Cause based upon the grounds described in clause 12(i)(i) of this Agreement, the Company shall provide the Executive written notice of such grounds for termination and the Executive shall have a period of thirty

(30) days to cure such cause to the reasonable satisfaction of the Board, failing which employment shall be deemed terminated at the end of such thirty (30) day period; (vi) if the Executive's employment is terminated by reason of Voluntary Termination for Good Reason, the Date of Termination shall be thirty (30) days after the end of the thirty (30) day cure period.

10. COMPENSATION UPON TERMINATION WITH CAUSE, VOLUNTARY TERMINATION, DEATH OR DISABILITY. This Section 10 applies in the event that the Executive's employment ends upon a Termination With Cause, a Voluntary Termination, Death or Disability or any reason other than a Termination Without Cause or a Voluntary Termination With Good Reason. In any of those events, the Executive (or the Executive's estate in the event of his death) shall be entitled to receive the Standard Termination Benefits. The Standard Termination Benefits are the benefits or amounts described in the following subsections (a) and (b):

(a) The Executive shall be entitled to receive any compensation (including Base Salary and Annual Bonus and accrued but unused vacation) that is earned but unpaid as of the Date of Termination.

(b) The Executive shall be entitled to receive any benefits due him under the terms of any employee benefit plan maintained by the Company and any option, restricted share or similar equity award; which benefits shall be paid in accordance with the terms of the applicable plan and any award agreement between the Executive and the Company.

Except for the Standard Termination Benefits, the Executive shall not be entitled to receive any compensation after the Date of Termination on account of a Termination With Cause, a Voluntary Termination, death, Disability or any reason other than a Termination Without Cause or a Voluntary Termination With Good Reason.

11. COMPENSATION UPON TERMINATION WITHOUT CAUSE OR VOLUNTARY TERMINATION WITH GOOD REASON. This Section 11 applies in the event that the Executive's employment ends upon a Termination Without Cause or a Voluntary Termination With Good Reason. In any of those events, the Executive shall be entitled to receive the benefits and amounts described in the following subsections (a), (b), (c) and (d):

(a) The Company shall pay or provide the Standard Termination Benefits as defined in Section 10 except that if the last day of the Executive's employment with the Company is after September 8, 2011, all outstanding options, restricted Company shares and other equity awards shall be vested and exercisable as of such date and outstanding options shall remain exercisable thereafter until their stated expiration date as if the Executive's employment had not terminated.

(b) The Company shall pay an amount equal to the product of the Multiple (as defined below) times the Executive's Base Salary at the rate in effect on the Date of Termination (or, in the case of a Voluntary Termination for Good Reason, at the rate in effect before a reduction in Base Salary that constitutes Good Reason for resignation), such payment to be made in a single cash payment.

(c) The Company shall pay an amount equal to the product of the Multiple (as defined below) times the highest annual bonus paid to the Executive for the three (3) fiscal years of the Company ended immediately before the Date of Termination.

(d) The Company shall pay an amount equal to the product of (x) the annual bonus paid to the Executive for the fiscal year of the Company ended immediately before the Date of Termination and (y) a fraction, the numerator of which is the number of days the Executive was employed by the Company during the fiscal year that includes the Date of Termination and the denominator of which is 365, such payment to be made in a single cash payment no later than ten (10) days after the Date of Termination.

(e) The Company shall pay an amount equal to the Multiple (as defined below) times the annual premium or cost paid by the Company for the health, dental and vision insurance coverage for the Executive and the Executive's eligible dependents as in effect on the Date of Termination plus an amount equal to the Multiple (as defined below) times the annual premium or cost paid by the Company for the disability and life insurance coverage for the Executive as in effect on the Date of Termination, such payment to be made in a single cash payment.

The Multiple is "one (1.0)" if the Executive's employment ends upon a Termination Without Cause before the date of a Change in Control and a Change in Control does not occur within ninety (90) days after the Date of Termination or if the Executive's employment ends upon a Voluntary Termination With Good Reason before the date of a Change in Control. The Multiple is "two (2.0)" if the Executive's employment ends upon a Termination Without Cause on or after the date of a Change in Control or within the ninety (90) day period preceding the date of a Change in Control or if the Executive's employment ends upon a Voluntary Termination With Good Reason on or after the date of a Change in Control.

No benefits will be paid or provided to, or on behalf of, the Executive under this Section 11 unless and until the Executive has signed a release and waiver of claims acceptable to the Company, releasing the Company and its officers, directors and affiliates from all claims the Executive has or may have against such parties, and such release and waiver of claims has become binding and irrevocable no later than the sixtieth (60th) day after the Executive's termination of employment. The cash benefits payable under this Section 11 shall be paid on the fifth (5th) business day after the Executive's release and waiver of claims has become binding and irrevocable; provided, however, that if the Executive's employment ends upon a Termination Without Cause and additional amounts become payable under this Section 11 because a Change in Control occurs within ninety (90) days after the Date of Termination, such additional amounts shall be paid on the fifth (5th) business day after the date of the Change in Control or, if later, the fifth (5th) business day after the Executive's release and waiver of claims has become binding and irrevocable.

12. DEFINITIONS. For the purposes of this Agreement, the following terms shall have the following definitions:

(a) "*Acquiring Person*" means that a Person, considered alone or together with all Control Affiliates and Associates of that Person, is or becomes directly or

indirectly the beneficial owner of securities representing at least fifty percent (50%) of the Company's then outstanding securities entitled to vote generally in the election of the Board.

(b) "*Affiliate*" means any "subsidiary" or "parent" corporation (within the meaning of Section 424 of the Code) of the Company.

(c) "*Board*" means the Board of Trustees of the Company.

(d) "*Change in Control*" for purposes of this Agreement, means a "Change in Control" shall mean any of the following events:

(i) In the event a Person is or becomes an Acquiring Person;

(ii) In the event that the Company transfers at least fifty percent (50%) of the Company's total assets on a consolidated basis, as reported in the Company's consolidated financial statements filed with the Securities and Exchange Commission;

(iii) In the event that the Company merges or consolidates the Company or effects a statutory share exchange with another Person, regardless of whether the Company is intended to be the surviving or resulting entity after the merger, consolidation, or statutory share exchange; provided that a merger, consolidation or statutory share exchange in which the shareholders of the Company immediately before such transaction own more than fifty percent (50%) of the outstanding securities of the surviving entity entitled to vote generally in the election of directors shall not be a Change in Control;

(iv) Continuing Trustees cease to constitute a majority of the Board (other than as a result of a merger, consolidation or statutory share exchange that does not constitute a Change in Control under clause 12(d)(iii). For purposes of this Agreement, the term "Continuing Trustee" means (i) a member of the Board on April 21, 2010 or (ii) a member whose nomination for, or election to, the Board was approved or recommended by a majority of the then Continuing Trustees.

(v) A complete liquidation or dissolution of the Company; or,

(vi) Notwithstanding the foregoing, a Change in Control shall not be deemed to occur solely because any Person acquired Beneficial Ownership as defined in the Exchange Act of more than the permitted amount of the then outstanding securities as a result of the acquisition of securities by the Company which by reducing the number of securities then outstanding, increases the proportional number of shares Beneficially Owned by the subject Person(s), provided that if a Change in Control would occur as a

result of the acquisition of securities by the Company, and after such share acquisition by the Company, the Person becomes the Beneficial Owner of any additional securities which increases the percentage of the then outstanding securities Beneficially Owned by the subject Person, then a Change in Control shall occur.

(e) “*Control Affiliate*”, with respect to any Person, means an Affiliate as defined in Rule 12B-2 of the General Rules and Regulations under the Exchange Act, as amended as of January 1, 1990.

(f) “*Disability*” means that the Executive is “disabled” within the meaning of Section 409A(a)(2)(C) of the Internal Revenue Code of 1986, as amended (the “Code”).

(g) “*Exchange Act*” means the Securities Exchange Act of 1934, as amended and as in effect from time to time.

(h) “*Person*” means any human being, firm, corporation, partnership, or other entity. Person also includes any human being, firm, corporation, partnership, or other entity as defined in Sections 13(d)(3) and 14(d)(2) of the Exchange Act, as amended as of January 1, 1990. The term Person does not include the Companies or any related entity within the meaning of Code Section 1563(a), 414(b) or 414(c), and the term Person does not include any employee-benefit plan maintained by the Companies or by any Related Entity, and any Person or entity organized, appointed, or established by the Companies or by any subsidiary for or pursuant to the terms of any such employee-benefit plan, unless the Board determines that such an employee-benefit plan, or such Person or entity is a Person.

(i) “*Termination With Cause*” means the termination of the Executive’s employment by act of the Company’s Board of Directors on account of (i) the Executive’s failure to perform a material duty or the Executive’s material breach of an obligation set forth in this Agreement or a breach of a material and written Company policy other than by reason of mental or physical illness or injury, (ii) the Executive’s breach of Executive’s fiduciary duties to the Company, (iii) the Executive’s conduct that is demonstrably and materially injurious to the Company, monetarily or otherwise or (iv) the Executive’s conviction of, or plea of *nolo contendere* to, a felony or crime involving moral turpitude or fraud or dishonesty involving assets of the Company and that in all cases is described in a written notice from the Board and that is not cured, to the reasonable satisfaction of the Board, within thirty (30) days after such notice is received by the Executive.

(j) “*Voluntary Termination*” means the Executive’s voluntary termination of his employment, other than a Voluntary Termination for Good Reason, hereunder for any reason. For purposes of this Section 10, the term Voluntary Termination does not include a voluntary refusal to perform services on account of a vacation taken in accordance with Section 6(a) hereof, the Executive’s failure to perform services on account of his illness or injury or the illness or injury of a member of his immediate family, provided such illness is adequately substantiated at the reasonable request of the Company, or any other absence from service with the written consent of the Board.

(k) *Voluntary Termination for "Good Reason"* means the Executive's termination of his employment hereunder on account of (i) the Company's material breach of the terms of this Agreement or a direction from the Board that the Executive act or refrain from acting which in either case would be unlawful or contrary to a material and written Company policy, (ii) a material diminution in the Executive's duties, functions and responsibilities to the Company and its affiliates without the Executive's consent or the Company preventing the Executive from fulfilling or exercising his material duties, functions and responsibilities to the Company and its affiliates without the Executive's consent, (iii) a material reduction in the Executive's Base Salary or Annual Bonus opportunity or (iv) a requirement that the Executive relocate his employment more than fifty (50) miles from the location of the Executive's principal office on the date of this Agreement, without the consent of the Executive. The Executive's resignation shall not be deemed a "Voluntary Termination for Good Reason" unless the Executive gives the Board written notice (delivered within thirty (30) days after the Executive knows of the event, action, etc. that the Executive asserts constitutes Good Reason), the event, action, etc. that the Executive asserts constitutes Good Reason is not cured, to the reasonable satisfaction of the Executive, within thirty (30) days after such notice and the Executive resigns effective not later than thirty (30) days after the expiration of such cure period.

13. CODE SECTION 280G. The benefits that the Executive may be entitled to receive under this Agreement and other benefits that the Executive is entitled to receive under other plans, agreements and arrangements (which, together with the benefits provided under this Agreement, are referred to as "Payments"), may constitute Parachute Payments that are subject to Code Sections 280G and 4999. As provided in this Section 13, the Parachute Payments will be reduced if, and only to the extent that, a reduction will allow the Executive to receive a greater Net After Tax Amount than the Executive would receive absent a reduction.

The Accounting Firm will first determine the amount of any Parachute Payments that are payable to the Executive. The Accounting Firm also will determine the Net After Tax Amount attributable to the Executive's total Parachute Payments.

The Accounting Firm will next determine the largest amount of Payments that may be made to the Executive without subjecting the Executive to tax under Code Section 4999 (the "Capped Payments"). Thereafter, the Accounting Firm will determine the Net After Tax Amount attributable to the Capped Payments.

The Executive will receive the total Parachute Payments or the Capped Payments, whichever provides the Executive with the higher Net After Tax Amount. If the Executive will receive the Capped Payments, the total Parachute Payments will be adjusted by first reducing the amount of any benefits under this Agreement or any other plan, agreement or arrangement that are not subject to Section 409A of the Code (with the source of the reduction to be directed by the Participant) and then by reducing the amount of any benefits under this Agreement or any other plan, agreement or arrangement that are subject to Section 409A of the Code (with the source of the reduction to be directed by the Participant). The Accounting Firm will notify the Executive and the Company if it determines that the Parachute Payments must be reduced to the Capped Payments and will send the Executive and the Company a copy of its detailed calculations supporting that determination.

As a result of the uncertainty in the application of Code Sections 280G and 4999 at the time that the Accounting Firm makes its determinations under this Section 13, it is possible that amounts will have been paid or distributed to the Executive that should not have been paid or distributed under this Section 13 (“Overpayments”), or that additional amounts should be paid or distributed to the Executive under this Section 13 (“Underpayments”). If the Accounting Firm determines, based on either the assertion of a deficiency by the Internal Revenue Service against the Company or the Executive, which assertion the Accounting Firm believes has a high probability of success or controlling precedent or substantial authority, that an Overpayment has been made, the Executive must repay to the Company, without interest; provided, however, that no loan will be deemed to have been made and no amount will be payable by the Executive to the Company unless, and then only to the extent that, the deemed loan and payment would either reduce the amount on which the Executive is subject to tax under Code Section 4999 or generate a refund of tax imposed under Code Section 4999. If the Accounting Firm determines, based upon controlling precedent or substantial authority, that an Underpayment has occurred, the Accounting Firm will notify the Executive and the Company of that determination and the amount of that Underpayment will be paid to the Executive promptly by the Company.

For purposes of this Section 13, the term “Accounting Firm” means the independent accounting firm engaged by the Company immediately before the Change in Control. For purposes of this Section 13, the term “Net After Tax Amount” means the amount of any Parachute Payments or Capped Payments, as applicable, net of taxes imposed under Code Sections 1, 3101(b) and 4999 and any State or local income taxes applicable to the Executive on the date of payment. The determination of the Net After Tax Amount shall be made using the highest combined effective rate imposed by the foregoing taxes on income of the same character as the Parachute Payments or Capped Payments, as applicable, in effect on the date of payment. For purposes of this Section 13, the term “Parachute Payment” means a payment that is described in Code Section 280G(b)(2), determined in accordance with Code Section 280G and the regulations promulgated or proposed thereunder.

14. CODE SECTION 409A. This Agreement and the amounts payable and other benefits provided under this Agreement are intended to comply with, or otherwise be exempt from, Section 409A of the Code (“Section 409A”), after giving effect to the exemptions in Treasury Regulation section 1.409A-1(b)(3) through (b)(12). This Agreement shall be administered, interpreted and construed in a manner consistent with Section 409A. If any provision of this Agreement is found not to comply with, or otherwise not be exempt from, the provisions of Section 409A, it shall be modified and given effect, in the sole discretion of the Board and without requiring the Executive’s consent, in such manner as the Board determines to be necessary or appropriate to comply with, or to effectuate an exemption from, Section 409A; provided, however, that in exercising its discretion under this Section 14, the Board shall modify this Agreement in the least restrictive manner necessary and without reducing any payment or benefit due under this Agreement. Each payment under this Agreement shall be treated as a separate identified payment for purposes of Section 409A.

With respect to any reimbursement of expenses of, or any provision of in-kind benefits to, the Executive, as specified under this Agreement, such reimbursement of expenses or provision of in-kind benefits shall be subject to the following limitations: (i) the expenses eligible for reimbursement or the amount of in-kind benefits provided in one taxable year shall

not affect the expenses eligible for reimbursement or the amount of in-kind benefits provided in any other taxable year, except for any medical reimbursement arrangement providing for the reimbursement of expenses referred to in Section 105(b) of the Code; (ii) the reimbursement of an eligible expense shall be made as specified in this Agreement and in no event later than the end of the year after the year in which such expense was incurred and (iii) the right to reimbursement or in-kind benefit shall not be subject to liquidation or exchange for another benefit.

If a payment obligation under this Agreement arises on account of a Change in Control or the Executive's termination of employment and such payment obligation constitutes "deferred compensation" (as defined under Treasury Regulation section 1.409A-1(b)(1), after giving effect to the exemptions in Treasury Regulation section 1.409A-1(b)(3) through (b)(12)), it shall be payable only if the Change in Control constitutes a change in ownership or effective control of the Company, etc. as provided in Treasury Regulation section 1.409A-3(i)(5) or after the Executive's separation from service (as defined under Treasury Regulation section 1.409A-1(h)); provided, however, that if the Executive is a specified employee (as defined under Treasury Regulation section 1.409A-1(i)), any payment that is scheduled to be paid within six months after such separation from service shall accrue without interest and shall be paid on the first day of the seventh month beginning after the date of the Executive's separation from service or, if earlier, within fifteen days after the appointment of the personal representative or executor of the Executive's estate following his death.

15. TAX WITHHOLDING. All payments to be made under this Agreement shall be reduced by applicable income and employment tax withholdings.

16. CONFIDENTIAL INFORMATION. The Executive recognizes that the Company's business interests require a confidential relationship between the Company and the Executive and the fullest practical protection and confidential treatment of their trade secrets, operating manuals, marketing techniques, designs, concepts, franchise operation and system management programs, customer lists, innovations and improvements (collectively, "Information") that will be conceived or learned by him in the course of his employment with the Company. Accordingly, the Executive agrees, both during and after termination of his employment, to keep secret and to treat confidentially all of the Company's Information and not to use or aid others in using any such Information in competition with the Company. The obligation set forth in this Section 16 shall exist during the Executive's employment and shall continue after the termination of the Executive's employment for so long as any of the Company's Information retains any confidentiality.

17. NOTICES. All notices or deliveries authorized or required pursuant to this Agreement shall be deemed to have been given when in writing and personally delivered or three (3) days following the date when deposited in the U.S. mail, certified, return receipt requested, postage prepaid, addressed to the parties at the following addresses or to such other addresses as either may designate in writing to the other party:

To the Company:

CHATHAM LODGING TRUST
Attn: President
50 Cocoanut Row, Suite 200
Palm Beach, Florida 33480

To the Executive:

Dennis Craven
c/o Chatham Lodging Trust
50 Cocoanut Row, Suite 200
Palm Beach, Florida 33480

18. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof and shall not be modified in any manner except by instrument in writing signed, by or on behalf of, the parties hereto. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

19. ARBITRATION. Any claim or controversy arising out of, or relating to, this Agreement or its breach, shall be settled by arbitration in Palm Beach County, Florida in accordance with the governing rules of the American Arbitration Association. Judgment upon the award rendered may be entered in any court of competent jurisdiction.

In the event one of the parties hereto requests an arbitration proceeding under this Agreement, such proceeding shall commence within 30 days from the date of such request. The prevailing party shall be entitled to reasonable attorney's fees and costs.

20. APPLICABLE LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

21. NO SETOFF. The Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by a setoff, counterclaim, recoupment, defense or other claim, right or action which the Company may have against the Executive or others. In no event shall the Executive be obligated to seek other employment or take other action by way of mitigation of the amounts payable to the Executive under the provisions of this Agreement.

22. ASSIGNMENT. The Executive acknowledges that his services are unique and personal. Accordingly, the Executive may not assign his rights or delegate his duties or obligations under this Agreement. The Executive's rights and obligations under this Agreement shall insure to the benefit of and shall be binding upon the Executive's successors and assigns.

23. HEADINGS. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 9th day of September, 2010.

CHATHAM LODGING TRUST, a Maryland
real estate investment trust

By: /s/ Jeffrey H. Fisher
Name: Jeffrey H. Fisher
Title: Chairman, President and Chief Executive Officer

DENNIS CRAVEN

/s/ Dennis Craven

**TIME-BASED LONG-TERM INCENTIVE PLAN
UNIT VESTING AGREEMENT**

**Under the Chatham Lodging Trust
Equity Incentive Plan
(Officers and Employees)**

Name of Grantee:

No. of LTIP Units:

Grant Date: January 28, 2016

Final Acceptance Date:

Pursuant to the Chatham Lodging Trust Equity Incentive Plan, as amended through the date hereof (the "Plan"), and the Agreement of Limited Partnership of Chatham Lodging, L.P., a Delaware limited partnership (the "Partnership"), dated April 21, 2010, as amended by that First Amendment, dated as of June 1, 2015 (the "Partnership Agreement"), Chatham Lodging Trust, a Maryland real estate investment trust and the general partner of the Partnership (the "Company"), and for the provision of services to or for the benefit of the Partnership in a partner capacity or in anticipation of being a partner, hereby grants to the Grantee named above an Other Equity-Based Award (an "Award") in the form of, and by causing the Partnership to issue to the Grantee named above, a number of LTIP Units (as defined in the Partnership Agreement) specified above having the rights, voting powers, restrictions, limitations as to distributions, qualifications and terms and conditions of redemption and conversion set forth herein and in the Partnership Agreement. Upon acceptance and execution of this Time-Based Long-Term Incentive Plan Unit Vesting Agreement (this "Agreement"), the Grantee shall receive, effective as of the Closing Date (as defined below), the number of LTIP Units specified above, subject to the restrictions and conditions set forth herein and in the Partnership Agreement. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

1. Acceptance of Agreement. The Grantee shall have no rights with respect to this Agreement unless he or she shall have accepted this Agreement prior to the close of business on the Final Acceptance Date specified above by (i) signing and delivering to the Partnership a copy of this Agreement and (ii) unless the Grantee is already a Limited Partner (as defined in the Partnership Agreement), signing, as a Limited Partner, and delivering to the Partnership a counterpart signature page to the Partnership Agreement (attached hereto as Annex A). Upon acceptance of this Agreement by the Grantee, the Partnership Agreement shall be amended to reflect the issuance to the Grantee of the LTIP Units so accepted, effective as of the Closing Date. Thereupon, the Grantee shall have all the rights of a Limited Partner of the Partnership with respect to the number of LTIP Units specified above, as set forth in the Partnership Agreement, subject, however, to the restrictions and conditions specified in Section 2 below.

2. Restrictions and Conditions.

(a) The records of the Partnership evidencing the LTIP Units granted herein shall bear an appropriate legend, as determined by the Partnership in its sole discretion, to the effect that such LTIP Units are subject to restrictions as set forth herein and in the Partnership Agreement.

(b) LTIP Units granted herein may not be sold, transferred, pledged, exchanged, hypothecated or otherwise disposed of by the Grantee prior to vesting.

(c) Subject to the provisions of Section 4 below, any LTIP Units subject to this Award that have not become vested on or before the date that the Grantee's employment with the Company and its Affiliates (as defined in the Plan) terminates shall be forfeited as of the date that such employment terminates.

3. Vesting of LTIP Units. The restrictions and conditions in Section 2 of this Agreement shall lapse with respect to the number of LTIP Units specified below on the Vesting Dates specified below, so long as the Grantee remains an employee of the Company or an Affiliate from the Closing Date until such Vesting Date or Dates.

Number of
LTIP Units Vested

Vesting Dates

January 28, 2017

January 28, 2018

January 28, 2019

Subsequent to such Vesting Date or Dates, the LTIP Units on which all restrictions and conditions have lapsed shall no longer be deemed restricted.

4. Acceleration of Vesting in Special Circumstances. All restrictions on all LTIP Units subject to this Agreement shall be deemed waived by the Committee and all LTIP Units granted hereby shall automatically become fully vested on the date specified below if the Grantee remains in the continuous employ of the Company or an Affiliate on such date:

(a) the date that the Grantee's employment with the Company and its Affiliates ends on account of the Grantee's termination of employment by the Company without Cause or by the Grantee with Good Reason (each as defined below);

(b) the date that the Grantee's employment ends on account of the Grantee's death or total and permanent disability (as defined in Section 22(e)(3) of the Code); or

(c) on the date of a Change in Control (as defined in the Plan).

For purposes of the Award, the term Cause means (i) the Participant's failure to perform a material duty or the Participant's material breach of an obligation under an agreement with the Company or a breach of a material and written Company policy other than by reason of mental or physical illness or injury, (ii) the Participant's breach of a fiduciary duty to the Company, (iii) the Participant's conduct that is demonstrably and materially injurious to the Company, materially or otherwise or (iv) the Participant's conviction of, or plea of *nolo contendere* to, a felony or crime involving moral turpitude or fraud or dishonesty involving assets of the Company and that in all cases is described in a written notice from the Board and that is not cured, to the reasonable satisfaction of the Board, within thirty (30) days after such notice is received by the Participant.

For purposes of the Award, the term "Good Reason" means (i) the Company's material breach of an agreement with the Grantee or a direction from the Board that the Grantee act or refrain from acting which in either case would be unlawful or contrary to a material and written Company policy, (ii) a material diminution in the Grantee's duties, functions and responsibilities to the Company and its Affiliates without the Grantee's consent or the Company preventing the Grantee from fulfilling or exercising the Grantee's material duties, functions and responsibilities to the Company and its Affiliates without the Grantee's consent, (iii) a material reduction in the Grantee's base salary or annual bonus opportunity or (iv) a requirement that the Grantee relocate the Grantee's employment more than fifty (50) miles from the location of the Grantee's principal office on the Grant Date, without the consent of the Grantee. The Grantee's termination shall not be a termination with Good Reason unless the Grantee gives the Board written notice (delivered within thirty (30) days after the Grantee knows of the event, action, etc. that the Grantee asserts constitutes Good Reason), the event, action, etc. that the Grantee asserts constitutes Good Reason is not cured, to the reasonable satisfaction of the Grantee, within thirty (30) days after such notice and the Grantee resigns effective not later than thirty (30) days after the expiration of such cure period.

5. Merger-Related Action. In contemplation of and subject to the consummation of a consolidation or merger or sale of all or substantially all of the assets of the Company in which outstanding common shares are exchanged for securities, cash, or other property of an unrelated corporation or business entity or in the event of a liquidation of the Company (in each case, a "Transaction"), the Board of Trustees of the Company, or the board of trustees or directors of any corporation assuming the obligations of the Company (the "Acquiror"), may, in its discretion, take any one or more of the following actions, as to the outstanding LTIP Units subject to this Agreement: (i) provide that such LTIP Units shall be assumed or equivalent awards shall be substituted, by the acquiring or succeeding entity (or an affiliate thereof), and/or (ii) upon prior written notice to the LTIP Unitholders (as defined in the Partnership

Agreement) of not less than 30 days, provide that such LTIP Units shall terminate immediately prior to the consummation of the Transaction. The right to take such actions (each, a “Merger-Related Action”) shall be subject to the following limitations and qualifications:

(a) if all LTIP Units awarded to the Grantee hereunder are eligible, as of the time of the Merger-Related Action, for conversion into Common Units (as defined and in accordance with the Partnership Agreement) and the Grantee is afforded the opportunity to effect such conversion and receive, in consideration for the Common Units into which his LTIP Units shall have been converted, the same kind and amount of consideration as other holders of Common Units in connection with the Transaction, then Merger-Related Action of the kind specified in clauses (i) or (ii) of this Section 5 above shall be permitted and available to the Company and the Acquiror;

(b) if some or all of the LTIP Units awarded to the Grantee hereunder are not, as of the time of the Merger-Related Action, so eligible for conversion into Common Units (in accordance with the Partnership Agreement), and the acquiring or succeeding entity is itself, or has a subsidiary which is organized as a partnership or limited liability company (consisting of a so-called “UPREIT” or other structure substantially similar in purpose or effect to that of the Company and the Partnership), then Merger-Related Action of the kind specified in clause (i) of this Section 5 above must be taken by the Acquiror with respect to all LTIP Units subject to this Agreement which are not so convertible at the time, whereby all such LTIP Units covered by this Agreement shall be assumed by the acquiring or succeeding entity, or equivalent awards shall be substituted by the acquiring or succeeding entity, and the acquiring or succeeding entity shall preserve with respect to the assumed LTIP Units or any securities to be substituted for such LTIP Units, as far as reasonably possible under the circumstances, the distribution, special allocation, conversion and other rights set forth in the Partnership Agreement for the benefit of the LTIP Unitholders; and

(c) if some or all of the LTIP Units awarded to the Grantee hereunder are not, as of the time of the Merger-Related Action, so eligible for conversion into Common Units (in accordance with the Partnership Agreement), and after exercise of reasonable commercial efforts the Company or the Acquiror is unable to treat the LTIP Units in accordance with Section 5(b), then Merger-Related Action of the kind specified in clause (ii) of this Section 5 above must be taken by the Company or the Acquiror, in which case such action shall be subject to a provision that the settlement of the terminated award of LTIP Units which are not convertible into Common Units requires a payment of the same kind and amount of consideration payable in connection with the Transaction to a holder of the number of Common Units into which the LTIP Units to be terminated could be converted or, if greater, the consideration payable to holders of the number of common shares into which such Common Units could be exchanged (including the right to make elections as to the type of consideration) if the Transaction were of a nature that permitted a revaluation of the Grantee’s capital account balance under the terms of the Partnership Agreement, as determined by the Committee in good faith in accordance with the Plan.

6. Distributions. Distributions on the LTIP Units shall be paid currently to the Grantee in accordance with the terms of the Partnership Agreement. The right to distributions set forth in this Section 6 shall be deemed a Dividend Equivalent Right for purposes of the Plan.

7. Incorporation of Plan. Notwithstanding anything herein to the contrary, this Agreement shall be subject to and governed by all the terms and conditions of the Plan.

8. Taxes. The Partnership and the Grantee intend that (i) the LTIP Units be treated as a “profits interest” as defined in IRS Revenue Procedure 93-27, as clarified by Revenue Procedure 2001-43, (ii) the issuance of such LTIP Units not be a taxable event to the Partnership or the Grantee as provided in such revenue procedure, and (iii) the Partnership Agreement, the Plan and this Agreement be interpreted consistently with such intent.

9. Covenants. The Grantee hereby covenants as follows:

(a) So long as the Grantee holds any LTIP Units, the Grantee shall disclose to the Partnership in writing such information as may be reasonably requested with respect to ownership of LTIP Units as the Partnership may deem reasonably necessary to ascertain and to establish compliance with provisions of the Code applicable to the Partnership or to comply with requirements of any other appropriate taxing authority.

(b) The Grantee hereby agrees to make an election under Section 83(b) of the Code with respect to the LTIP Units awarded hereunder, and has delivered with this Agreement a completed, executed copy of the election form attached hereto as Annex B. The Grantee agrees to file the election (or to permit the Partnership to file such election

on the Grantee's behalf) within thirty (30) days after the Closing Date with the IRS Service Center at which such Grantee files his personal income tax returns, and to file a copy of such election with the Grantee's U.S. federal income tax return for the taxable year in which the LTIP Units are awarded to the Grantee.

(c) The Grantee hereby agrees that it does not have the intention to dispose of the LTIP Units subject to this Award within two years of receipt of such LTIP Units. The Partnership and the Grantee hereby agree to treat the Grantee as the owner of the LTIP Units from the Grant Date. The Grantee hereby agrees to take into account the distributive share of Partnership income, gain, loss, deduction, and credit associated with the LTIP Units in computing the Grantee's income tax liability for the entire period during which the Grantee has the LTIP Units.

(d) The Grantee hereby recognizes that the IRS has proposed regulations under Sections 83 and 704 of the Code that may affect the proper treatment of the LTIP Units for federal tax purposes. In the event that those proposed regulations are finalized, the Grantee hereby agrees to cooperate with the Partnership in amending this Agreement and the Partnership Agreement, and to take such other action as may be required, to conform to such regulations.

(e) The Grantee hereby recognizes that the U.S. Congress is considering legislation that would change the federal tax consequences of owning and disposing of LTIP Units.

10. Transferability. This Agreement is personal to the Grantee, is non-assignable and is not transferable in any manner, by operation of law or otherwise, other than by will or the laws of descent and distribution, without the prior written consent of the Company.

11. Amendment. The Grantee acknowledges that the Plan may be amended or terminated in accordance with Article XV thereof and that this Agreement may be amended or canceled by the Committee, on behalf of the Partnership, for the purpose of satisfying changes in law or for any other lawful purpose, provided that no such action shall adversely affect the Grantee's rights under this Agreement without the Grantee's written consent. The provisions of Section 5 of this Agreement applicable to the termination of the LTIP Units covered by this Agreement in connection with a Transaction (as defined in Section 5 of this Agreement) shall apply, *mutatis mutandi* to amendments, discontinuance or cancellation pursuant to this Section 11 or the Plan.

12. No Obligation to Continue Employment. Neither the Company nor any affiliate of the Company is obligated by or as a result of the Plan or this Agreement to continue the Grantee in employment and neither the Plan nor this Agreement shall interfere in any way with the right of the Company or any affiliate of the Company to terminate the employment of the Grantee at any time.

13. Notices. Notices hereunder shall be mailed or delivered to the Partnership at its principal place of business and shall be mailed or delivered to the Grantee at the address on file with the Partnership or, in either case, at such other address as one party may subsequently furnish to the other party in writing.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, applied without regard to conflict of law principles. The parties agree that any action or proceeding arising directly, indirectly or otherwise in connection with, out of, related to or from this Agreement, any breach hereof or any action covered hereby, shall be resolved within the State of Delaware and the parties hereto consent and submit to the jurisdiction of the federal and state courts located within the District of Delaware. The parties hereto further agree that any such action or proceeding brought by either party to enforce any right, assert any claim, obtain any relief whatsoever in connection with this Agreement shall be brought by such party exclusively in federal or state courts located within the District of Delaware.

15. Conflicts. In the event of any conflict between the provisions of the Plan as in effect on the Date of Grant and this Agreement, the provisions of the Plan shall govern. All references herein to the Plan shall mean the Plan as in effect on the Date of Grant.

16. Participant Bound by Plan. The Participant hereby acknowledges that a copy of the Plan has been made available to the Participant and the Participant agrees to be bound by all the terms and provisions of the Plan.

17. Binding Effect. Subject to the limitations stated above and in the Plan, this Agreement shall be binding upon the Participant and the Participant's successors in interest and the Company and any successors of the Company.

[Remainder of page left blank intentionally]

CHATHAM LODGING TRUST

a Maryland real estate investment trust

By:

Name: _____

Title _____

Date: _____

CHATHAM LODGING, L.P.

a Delaware limited partnership

By: **CHATHAM LODGING TRUST,**
general partner

Name: _____

Title _____

Date: _____

The foregoing agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the Grantee.

Date: _____, 20____

Grantee's Signature

Grantee's name and address:

ANNEX A

FORM OF LIMITED PARTNER SIGNATURE PAGE

The Grantee desiring to become one of the within named Limited Partners of Chatham Lodging, L.P. (the "Partnership"), hereby becomes a party to the Agreement of Limited Partnership of Chatham Lodging, L.P., dated April 21, 2010, as amended by that First Amendment, dated as of June 1, 2015, by and among Chatham Lodging Trust, as general partner (the "General Partner"), and the Limited Partners (the "Partnership Agreement"), effective as of the Closing Date (as defined in the Time-Based Long-Term Incentive Plan Unit Vesting Agreement, dated _____, among the Grantee, the Partnership, and the General Partner). The Grantee agrees to be bound by the Partnership Agreement. The Grantee also agrees that this signature page may be attached to, and hereby authorizes the General Partner to attach this signature page to, any counterpart of the Partnership Agreement.

Date:

Signature of Limited Partner

Limited Partner's name and address:

ANNEX B

**ELECTION TO INCLUDE IN GROSS INCOME IN YEAR OF
TRANSFER OF PROPERTY PURSUANT TO SECTION 83(b)
OF THE INTERNAL REVENUE CODE**

The undersigned hereby makes an election pursuant to Section 83(b) of the Internal Revenue Code with respect to the property described below and supplies the following information in accordance with the regulations promulgated thereunder:

1. The name, address and taxpayer identification number of the undersigned are: Name: _____ (the "Taxpayer")

Address: _____

Social security number:

2. Description of property with respect to which the election is being made:
The election is being made with respect to _____ LTIP Units in Chatham Lodging, L.P. (the "Partnership").
3. The date on which the LTIP Units were transferred is _____, 20____. The taxable year to which this election relates is calendar year 20____.
4. Nature of restrictions to which the LTIP Units are subject:
- (a) The LTIP Units are subject to a substantial risk of forfeiture and are nontransferable on the date of transfer.
 - (b) The Taxpayer's LTIP Units vest and become transferable based on the Taxpayer's continued employment.
5. The fair market value at the time of transfer (determined without regard to any restrictions other than restrictions which by their terms will never lapse) of the LTIP Units with respect to which this election is being made was \$0 per LTIP Unit.
6. The amount paid by the Taxpayer for the LTIP Units was \$0 per LTIP Unit.
7. A copy of this statement has been furnished to the Partnership and to its general partner, Chatham Lodging Trust.

Dated: _____, 20__

Signature of the Taxpayer

Taxpayer's name and address:

The undersigned hereby consents to the making, by the undersigned's spouse, of the foregoing election pursuant to Section 83(b) of the Internal Revenue Code.

Dated: _____, 20__

Signature of the Taxpayer's Spouse

Spouse's name and address:

Annex B-2

Schedule to Section 83(b) Election-Vesting Provisions of LTIP Units

The LTIP Units are subject to time-based vesting with 33.3% vesting on January 28, 2017, 33.3% vesting on January 28, 2018, and 33.3% vesting on January 28, 2019, subject to acceleration in the event of certain extraordinary transactions or termination of the Taxpayer's employment for cause in certain circumstances. Unvested LTIP Units are subject to forfeiture in the event of the termination of the Taxpayer's employment with Chatham Lodging Trust or its affiliates in certain circumstances.

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CHATHAM LODGING TRUST

Performance-Based Long-Term Incentive Plan Unit Award Agreement

THIS PERFORMANCE-BASED LONG-TERM INCENTIVE PLAN UNIT AWARD AGREEMENT (the "Agreement"), dated as of the 28th day of January, 2016, governs the Performance-Based Long-Term Incentive Plan Unit Award granted by CHATHAM LODGING TRUST, a Maryland real estate investment trust (the "Company"), to _____ (the "Participant"), as an Other Equity-Based Award issued in accordance with and subject to the provisions of the Company's Equity Incentive Plan, as amended through the date hereof (the "Plan"), and the Agreement of Limited Partnership, dated as of April 21, 2010, as amended through the date hereof (the "Partnership Agreement") of Chatham Lodging, L.P., a Delaware limited partnership ("Chatham OP"). A copy of the Plan has been made available to the Participant. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

1. **Grant of LTIP Unit Award.** In accordance with the Plan, and effective as of January 28, 2016 (the "Date of Grant"), the Company granted to the Participant, subject to the terms and conditions of the Plan and this Agreement, an Other Equity-Based Award of _____ Class A Performance LTIP Units (as defined in the Partnership Agreement) (the "LTIP Unit Award").

2. **Performance Vesting.** The Participant's interest in the Class A Performance LTIP Units covered by this LTIP Unit Award shall become vested and non-forfeitable ("Vested") based on the attainment of Total Shareholder Return ("TSR") hurdles. The LTIP Unit Award vests as follows:

(a) The number of Class A Performance LTIP Units that most nearly equals (but does not exceed) one-third of the LTIP Unit Award issued pursuant to this Agreement shall vest on January 28, 2017, if the Total Shareholder Return for the 12-month period beginning January 28, 2016 and ending on January 27, 2017 is 8% or more.

(b) The number of Class A Performance LTIP Units that most nearly equals (but does not exceed) one-third of the LTIP Unit Award issued pursuant to this Agreement shall vest on January 28, 2018, if the Total Shareholder Return for the 12-month period beginning January 28, 2017 and ending on January 27, 2018 is 8% or more.

(c) The number of Class A Performance LTIP Units that most nearly equals (but does not exceed) one-third of the LTIP Unit Award issued pursuant to this Agreement shall vest on January 28, 2019, if the Total Shareholder Return for the 12-month period beginning January 28, 2018 and ending on January 27, 2019 is 8% or more.

(d) All of the Class A Performance LTIP Units issued pursuant to this Agreement (less any Class A Performance LTIP Units that previously vested under paragraphs (a), (b) or (c) above), shall vest on January 28, 2019, if the average Total Shareholder Return for the 36-month period ending on January 27, 2019 is 8% or more.

Except as provided in paragraph 3, Class A Performance LTIP Units covered by this LTIP Unit Award may become Vested in accordance with this paragraph 2 only if the Participant remains in the continuous employ of the Company or an Affiliate from the Date of Grant until the applicable vesting date, *i.e.*, January 28, 2017, January 28, 2018 or January 28, 2019, as described above.

3. Special Vesting Rules. Paragraph 2 to the contrary notwithstanding, the Class A Performance LTIP Units covered by this LTIP Unit Award shall become Vested as follows:

(a) The Participant's interest in all of the Class A Performance LTIP Units covered by this LTIP Unit Award, to the extent not previously Vested, shall become Vested on the date that the Participant's employment with the Company and its Affiliates terminates or is terminated if (i) such termination occurs on or after January 28, 2017, (ii) the Participant's employment with the Company and its Affiliates terminates or is terminated on account of the Participant's death, Disability, a termination by the Company without Cause or a termination by the Participant with Good Reason (each as defined below) and (iii) the Participant remains in the continuous employ of the Company or an Affiliate from the Date of Grant until the date of such termination.

(b) The Participant's interest in all of the Class A Performance LTIP Units covered by this LTIP Unit Award, to the extent not previously Vested, shall become Vested on a Control Change Date if (i) such Control Change Date occurs on or before July 28, 2018 and (ii) the Participant remains in the continuous employ of the Company or an Affiliate from the Date of Grant until the Control Change Date.

(c) In the event of a Change in Control on or after July 29, 2018, the LTIP Unit Award will become Vested contingent upon the attainment of a pro rata TSR hurdle using the Control Change Date as the end of measurement period. Vesting continues to apply to awards earned upon a Change of Control, subject to full acceleration upon termination without Cause or resignation for Good Reason within 18 months of the Change of Control.

4. Forfeiture. Subject to the provisions of Paragraphs 2 and 3 hereof, any Class A Performance LTIP Units covered by this LTIP Unit Award that have not become Vested on or before the date that the Participant's employment with the Company and its Affiliates terminates or is terminated shall be forfeited on the date that the Participant's employment with the Company and its Affiliates terminates or is terminated for any reason. No Class A Performance LTIP Units covered by this LTIP Unit Award may become Vested after January 28, 2019. The Participant shall have no further right or interest in any of the Class A Performance LTIP Units covered by this LTIP Unit Award that are forfeited in accordance with the two preceding sentences.

5. Transferability. Class A Performance LTIP Units covered by this LTIP Unit Award that have not become Vested cannot be transferred. Class A Performance LTIP Units covered by this LTIP Unit Award may be transferred, subject to the requirements of applicable securities laws, after they become Vested.

6. Distributions and Unitholder Rights. In consideration of the grant of this LTIP Unit Award, the Participant agrees that: (i) the Class A Performance LTIP Units cannot be voted by the Participant before the date that they become Vested (the "Vesting Date"); (ii) the Participant shall only be entitled, during the period prior to the Vesting Date of any Class A Performance LTIP Unit, to receive 10% of the distributions made on a common unit of limited partnership interest ("Common Unit") in Chatham OP (the "Pre-Vesting Distributions"), (iii) to the extent any of the Class A Performance Units become Vested, Chatham OP will pay to the Participant a special distribution on the Vesting Date in an amount equal to (x) the aggregate amount of distributions that would have been received on such Vested Class A Performance Unit had the limitation described in (ii) above not applied, minus (y) the aggregate amount of distributions previously received pursuant to (ii) above on all Class A Performance Units that were issued to the Participant on the date hereof, including any Class A Performance Units that did not vest on the Vesting Date; and (iv) other than the distributions described in clauses (ii) and (iii) of this sentence, no cash amount will be paid with respect to any of the Class A Performance LTIP Units that do not become Vested. The Company shall retain custody of the certificates evidencing the Class A Performance LTIP Units covered by this LTIP Unit Award (and any Units received as a dividend or distribution on this LTIP Unit Award) until the date the Class A Performance LTIP Units become Vested and the Participant hereby appoints the Company's Secretary as the Participant's attorney in fact, with full power of substitution, with the power to transfer to the Company and cancel any Class A Performance LTIP Units covered by this LTIP Unit Award that are forfeited under Paragraph 4.

7. Definitions. For purposes of this Agreement, the following terms have the following definitions:

(a) **Cause** means (i) the Participant's failure to perform a material duty or the Participant's material breach of an obligation under an agreement with the Company or a breach of a material and written Company policy other than by reason of mental or physical illness or injury, (ii) the Participant's breach of a fiduciary duty to the Company, (iii) the Participant's conduct that is demonstrably and materially injurious to the Company, materially or otherwise or

(iv) the Participant's conviction of, or plea of *nolo contendere* to, a felony or crime involving moral turpitude or fraud or dishonesty involving assets of the Company and that in all cases is described in a written notice from the Board and that is not cured, to the reasonable satisfaction of the Board, within thirty (30) days after such notice is received by the Participant.

(b) **Disability** means that the Participant is "disabled" (as defined in Code section 409A(a)(2)(c)).

(c) **Good Reason** means (i) the Company's material breach of an agreement with the Participant or a direction from the Board that the Participant act or refrain from acting which in either case would be unlawful or contrary to a material and written Company policy, (ii) a material diminution in the Participant's duties, functions and responsibilities to the Company and its Affiliates without the Participant's consent or the Company preventing the Participant from fulfilling or exercising the Participant's material duties, functions and responsibilities to the Company and its Affiliates without the Participant's consent, (iii) a material reduction in the Participant's base salary or annual bonus opportunity or (iv) a requirement that the Participant relocate the Participant's employment more than fifty (50) miles from the location of the Participant's principal office on the Date of Grant, without the consent of the Participant. The Participant's termination shall not be a termination with Good Reason unless the Participant gives the Board written notice (delivered within thirty (30) days after the Participant knows of the event, action, etc. that the Participant asserts constitutes Good Reason), the event, action, etc. that the Participant asserts constitutes Good Reason is not cured, to the reasonable satisfaction of the Participant, within thirty (30) days after such notice and the Participant resigns effective not later than thirty (30) days after the expiration of such cure period.

(d) **Total Shareholder Return** (or TSR) means, with respect to the measurement periods described in Sections 2(a), (b), (c) and (d) above, the total percentage return per Common Share based on the closing price of a Common Share on the New York Stock Exchange ("NYSE") on the last trading day immediately preceding the first day of the applicable measurement period compared to the closing price of a Common Share on the NYSE on the last trading day of such measurement period and assuming contemporaneous reinvestment in Common Shares of all dividends and other distributions at the closing price of a Common Share on the date such dividend or other distribution was paid.

8. **No Right to Continued Employment.** This Agreement and the grant of the LTIP Unit Award does not give the Participant any rights with respect to continued employment by the Company or an Affiliate. This Agreement and the grant of the LTIP Unit Award shall not interfere with the right of the Company or an Affiliate to terminate the Participant's employment.

9. **Incorporation of Plan.** Notwithstanding anything herein to the contrary, this LTIP Unit Award shall be subject to all of the terms and conditions of the Plan and the Partnership Agreement.

10. Taxes. The Partnership and the Participant intend that (i) the Class A Performance LTIP Units be treated as a “profits interest” as defined in IRS Revenue Procedure 93-27, as clarified by Revenue Procedure 2001-43, (ii) the issuance of such Class A Performance LTIP Units not be a taxable event to the Partnership or the Participant as provided in such revenue procedure, and (iii) the Partnership Agreement, the Plan and this Agreement be interpreted consistently with such intent.

11. Covenants. The Participant hereby covenants as follows:

(a) So long as the Participant holds any of the Class A Performance LTIP Units, the Participant shall disclose to Chatham OP in writing such information as may be reasonably requested with respect to ownership of the Class A Performance LTIP Units as Chatham OP may deem reasonably necessary to ascertain and to establish compliance with provisions of the Code applicable to Chatham OP or to comply with requirements of any other appropriate taxing authority.

(b) The Participant hereby agrees that it does not have the intention to dispose of the Units within two years of receipt of such Class A Performance LTIP Units. Chatham OP and the Participant hereby agree to treat the Participant as the owner of the Class A Performance LTIP Units from the Date of Grant. The Participant hereby agrees to take into account the distributive share of Chatham OP income, gain, loss, deduction, and credit associated with the Class A Performance LTIP Units, as determined in accordance with the partnership agreement, in computing the Participant’s income tax liability for the entire period during which the Participant has the Class A Performance LTIP Units.

(c) The Participant hereby agrees to make an election under Section 83(b) of the Code with respect to the Class A Performance LTIP Units awarded hereunder, and has delivered with this Agreement a completed, executed copy of the election form attached hereto as Annex A. The Participant agrees to file the election (or to permit the Partnership to file such election on the Participant’s behalf) within thirty (30) days after the Date of Grant with the IRS Service Center at which such Participant files his personal income tax returns, and to file a copy of such election with the Participant’s U.S. federal income tax return for the taxable year in which the Class A Performance LTIP Units are awarded to the Participant.

(d) The Participant hereby recognizes that the IRS has proposed regulations under Sections 83 and 704 of the Code that may affect the proper treatment of the Class A Performance LTIP Units for federal tax purposes. In the event that those proposed regulations are finalized, the Participant hereby agrees to cooperate with Chatham OP in amending this Agreement and the Partnership Agreement, and to take such other action as may be required, to conform to such regulations.

(e) The Participant hereby recognizes that the U.S. Congress is considering legislation that would change the federal tax consequences of owning and disposing of the Class A Performance LTIP Units.

12. Governing Law. This Agreement shall be governed by the laws of the State of Maryland except to the extent that Maryland law would require the application of the laws of another State.

13. Conflicts. In the event of any conflict between the provisions of the Plan as in effect on the Date of Grant and this Agreement, the provisions of the Plan shall govern. All references herein to the Plan shall mean the Plan as in effect on the Date of Grant.

14. Participant Bound by Plan. The Participant hereby acknowledges that a copy of the Plan has been made available to the Participant and the Participant agrees to be bound by all the terms and provisions of the Plan.

15. Binding Effect. Subject to the limitations stated above and in the Plan, this Agreement shall be binding upon the Participant and the Participant's successors in interest and the Company and any successors of the Company.

[signature page follows]

IN WITNESS WHEREOF, the Company, the Partnership and the Participant have executed this Agreement as of the date first set forth above.

CHATHAM LODGING TRUST

Name: _____

Title: _____

CHATHAM LODGING, L.P.

By: Chatham Lodging Trust,
its General Partner

Name: _____

Title: _____

ANNEX A

**ELECTION TO INCLUDE IN GROSS INCOME IN YEAR OF
TRANSFER OF PROPERTY PURSUANT TO SECTION 83(b)
OF THE INTERNAL REVENUE CODE**

The undersigned hereby makes an election pursuant to Section 83(b) of the Internal Revenue Code with respect to the property described below and supplies the following information in accordance with the regulations promulgated thereunder:

1. The name, address and taxpayer identification number of the undersigned are: Name: _____ (the "Taxpayer")

Address:

Social security number:

2. Description of property with respect to which the election is being made:

The election is being made with respect to _____ Class A Performance LTIP Units in Chatham Lodging, L.P. (the "Partnership").

3. The date on which the Class A Performance LTIP Units were transferred is _____, 20____. The taxable year to which this election relates is calendar year 20____.

4. Nature of restrictions to which the Class A Performance LTIP Units are subject:

- (a) The Class A Performance LTIP Units are subject to a substantial risk of forfeiture and are nontransferable on the date of transfer.
- (b) The Class A Performance LTIP Units are subject to forfeiture to the extent unvested upon a termination of service with the Company under certain circumstances or in the event that certain performance objectives are not satisfied. These restrictions lapse over time and upon the satisfaction of certain conditions as set forth in an agreement between the taxpayer and the Company. In addition, the Class A Performance LTIP Units are subject to certain transfer restrictions pursuant to such agreement and the Agreement of Limited Partnership, dated as of April 21, 2010, as amended through the date hereof of Chatham Lodging, L.P., a Delaware limited partnership, should the taxpayer wish to transfer the Class A Performance Units.

5. The fair market value at the time of transfer (determined without regard to any restrictions other than restrictions which by their terms will never lapse) of the Class A Performance LTIP Units with respect to which this election is being made was \$0 per Class A Performance LTIP Unit.
6. The amount paid by the Taxpayer for the Class A Performance LTIP Units was \$0 per Class A Performance LTIP Unit.
7. A copy of this statement has been furnished to the Partnership and to its general partner, Chatham Lodging Trust.

Dated: _____, 20__

Signature of the Taxpayer

Taxpayer's name and address:

The undersigned hereby consents to the making, by the undersigned's spouse, of the foregoing election pursuant to Section 83(b) of the Internal Revenue Code.

Dated: _____, 20__

Signature of the Taxpayer's Spouse

Spouse's name and address:

Schedule to Section 83(b) Election-Vesting Provisions of Series A Performance LTIP Units

The Series A Performance LTIP Units are subject to performance-based vesting with 33.3% vesting on January 28, 2017, 33.3% vesting on January 28, 2018, and 33.3% vesting on January 28, 2019, subject to satisfaction at those times of certain performance objectives and to acceleration in the event of certain extraordinary transactions or termination of the Taxpayer's employment for cause in certain circumstances. Unvested Class A Performance LTIP Units are subject to forfeiture in the event of the termination of the Taxpayer's employment with Chatham Lodging Trust or its affiliates in certain circumstances.

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Chatham Lodging Trust
Computation of Ratio of Earnings to Combined Charges and Preferred Share Dividend⁽¹⁾

	2015	2014	2013	2012	2011 ⁽²⁾
Calculation of Earnings					
Pretax income (loss) from continuing operations	32,394	67,186	3,106	(1,375)	(9,036)
Plus: Fixed charges	29,126	21,619	11,825	14,845	8,394
Plus: Amortization of capitalized interest	—	—	—	—	—
Plus: Distributed income of equity investees	8,914	2,053	13,939	21,202	—
Plus: Share of pre-tax losses of equity investees for which charges from guarantees are included in fixed charges	—	—	—	—	—
Less: Interest capitalized	—	—	—	—	—
Less: Preference security dividend requirements of consolidated subsidiaries	—	—	—	—	—
Less: Minority interest in pre-tax income of subsidiaries that have not incurred fixed charges	—	—	—	—	—
Total Earnings	70,434	90,858	28,870	34,672	(642)
Fixed Charges					
Interest expense (including amortization of issuance costs)	27,845	21,354	11,580	14,641	8,190
Preferred dividends	—	—	—	—	—
Accruals for guarantees of other parties' obligations	—	—	—	—	—
Estimated interest component of rental expense	1,281	265	245	204	204
Total Combined Fixed Charges and Preferred Share Dividends	29,126	21,619	11,825	14,845	8,394
Ratio of Earnings to Combined Fixed Charges and Preferred Share Dividends	2.42	4.20	2.44	2.34	—

- (1) We have not issued preferred shares and, accordingly, no preferred share dividends were declared or paid for any of the periods presented.
- (2) Earnings for the year ended December 31, 2011 were less than zero. As a result the coverage ratio was less than 1:1. The total fixed charges amount for that period were \$8,394,000 and the total earnings amount was \$(643,000). The amount of the deficiency, or additional earnings we would need to generate to achieve a coverage ratio of 1:1, was approximately \$9,037,000.

List of Subsidiaries of Chatham Lodging Trust

	Name	State of Incorporation of Organization
1.	Chatham Lodging L.P.	Delaware
2.	Chatham TRS Holding, Inc.	Florida
3.	Chatham TRS Holding II, Inc.	Delaware
4.	Chatham Leaseco I, LLC	Florida
5.	Chatham Maitland HS LLC	Delaware
6.	Chatham Billerica HS LLC	Delaware
7.	Chatham Bloomington HS LLC	Delaware
8.	Chatham Brentwood HS LLC	Delaware
9.	Chatham Dallas HS LLC	Delaware
10.	Chatham Farmington HS LLC	Delaware
11.	Chatham Houston HAS LLC	Delaware
12.	Chatham Houston HAS Leaseco LLC	Delaware
13.	Chatham Holtsville RI LLC	Delaware
14.	Chatham Holtsville RI Leaseco LLC	Delaware
15.	Chatham Holtsville RI Utility LLC	Delaware
16.	Chatham Altoona CY LLC	Delaware
17.	Chatham Altoona CY Leaseco LLC	Delaware
18.	Chatham Wash PA SHS LLC	Delaware
19.	Chatham Wash PA SHS Leaseco LLC	Delaware
20.	Chatham White Plains RI LLC	Delaware
21.	Chatham White Plains RI Leaseco LLC	Delaware
22.	Chatham New Rochelle RI LLC	Delaware
23.	Chatham New Rochelle RI Leaseco LLC	Delaware
24.	Chatham Carlsbad HS LLC	Delaware
25.	Chatham Carlsbad HS Leaseco LLC	Delaware
26.	Chatham RIGG LLC	Delaware
27.	Chatham RIGG Leaseco LLC	Delaware
28.	Chatham RIMV LLC	Delaware
29.	Chatham RIMV Leaseco LLC	Delaware
30.	Chatham San Antonio LLC	Delaware
31.	Chatham San Antonio Leaseco LLC	Delaware
32.	Chatham Washington DC LLC	Delaware
33.	Chatham Washington DC Leaseco LLC	Delaware
34.	Chatham Tysons RI LLC	Delaware
35.	Chatham Tysons RI Leaseco LLC	Delaware
36.	Chatham Portland DT LLC	Delaware
37.	Chatham Portland DT Leaseco LLC	Delaware
38.	Chatham Houston CY LLC	Delaware
39.	Chatham Houston CY Leaseco LLC	Delaware
40.	Chatham Pittsburgh HP LLC	Delaware
41.	Chatham Pittsburgh HP Leaseco LLC	Delaware
42.	Chatham Exeter HAS LLC	Delaware
43.	Chatham Exeter HAS Leaseco LLC	Delaware

44.	Chatham Denver Tech HG LLC	Delaware
45.	Chatham Denver Tech HG Leaseco LLC	Delaware
46.	Chatham Bellevue RI LLC	Delaware
47.	Chatham Bellevue RI Leaseco LLC	Delaware
48.	Chatham Savannah SHS LLC	Delaware
49.	Chatham Savannah SHS Leaseco LLC	Delaware
50.	Grand Prix Sili I LLC	Delaware
51.	Chatham Sili I Leaseco LLC	Delaware
52.	Grand Prix Sili II LLC	Delaware
53.	Chatham Sili II Leaseco LLC	Delaware
54.	Grand Prix San Mateo LLC	Delaware
55.	Chatham San Mateo Leaseco LLC	Delaware
56.	Grand Prix Mountain View LLC	Delaware
57.	Chatham Mountain View Leaseco LLC	Delaware
58.	Chatham Cherry Creek HP LLC	Delaware
59.	Chatham Cherry Creek HP Leaseco LLC	Delaware
60.	Chatham Addison Quorum CY LLC	Delaware
61.	Chatham Addison Quorum CY Leaseco LLC	Delaware
62.	Chatham Houston West Univ CY LLC	Delaware
63.	Chatham Houston West Univ CY Leaseco LLC	Delaware
64.	Chatham Houston West Univ RI LLC	Delaware
65.	Chatham Houston West Univ RI Leaseco LLC	Delaware
66.	Chatham Burlington HG LLC	Delaware
67.	Chatham Burlington HG Leaseco LLC	Delaware
68.	Chatham Billerica HS Leaseco LLC	Delaware
69.	Chatham Houston HAS II LLC	Delaware
70.	Chatham IHP LLC	Delaware
71.	Chatham Gaslamp RI LLC	Delaware
72.	Chatham Gaslamp RI Leaseco LLC	Delaware
73.	Chatham MDR LLC	Delaware
74.	Chatham MDR Leaseco LLC	Delaware
75.	Chatham Dedham RI LLC	Delaware
76.	Chatham Dedham RI Leaseco LLC	Delaware
77.	Chatham Lugano LLC	Delaware
78.	Chatham Lugano Leaseco LLC	Delaware
79.	Chatham NewINK Member III, LLC	Delaware
80.	Chatham NewINK Member, LLC	Delaware
81.	Chatham IPH LLC	Delaware

CONSENT OF INDEPENDENT REGISTERED CERTIFIED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3 (Nos. 333-193389 and 333-193390) and S-8 (No. 333-166258) of Chatham Lodging Trust of our report dated February 29, 2016 relating to the financial statements, financial statement schedule and the effectiveness of internal control over financial reporting of Chatham Lodging Trust, which appears in Chatham Lodging Trust's 2015 Annual Report on Form 10-K for the year ended December 31, 2015.

/s/ PricewaterhouseCoopers LLP
Fort Lauderdale, Florida
February 29, 2016

Certification of Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Jeffrey H. Fisher, certify that:

1. I have reviewed this annual report on Form 10-K of Chatham Lodging Trust;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures, and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of trustees (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

CHATHAM LODGING TRUST

Dated: February 29, 2016

/s/ JEFFREY H. FISHER

Jeffrey H. Fisher

Chairman, President and Chief Executive Officer
(principal executive officer)

Certification of Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Jeremy B. Wegner, certify that:

1. I have reviewed this annual report on Form 10-K of Chatham Lodging Trust;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures, and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of trustees (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

CHATHAM LODGING TRUST

Dated: February 29, 2016

/s/ JEREMY B. WEGNER

Jeremy B. Wegner

Senior Vice President and Chief Financial Officer
(principal financial and accounting officer)

**Certification Pursuant To
18 U.S.C. Section 1350,
as Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report of Chatham Lodging Trust (the "Company") on Form 10-K for the period ended December 31, 2015 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Jeffrey H. Fisher, Chairman, President and Chief Executive Officer of the Company and I, Jeremy B. Wegner, Senior Vice President and Chief Financial Officer of the Company, certify, to our knowledge, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

CHATHAM LODGING TRUST

Dated: February 29, 2016

/s/ JEFFREY H. FISHER

Jeffrey H. Fisher

Chairman, President and Chief Executive Officer

/s/ JEREMY B. WEGNER

Jeremy B. Wegner

Senior Vice President and Chief Financial Officer

A signed original of this statement has been provided to Chatham Lodging Trust and will be retained by Chatham Lodging Trust and furnished to the Securities and Exchange Commission or its staff upon request.