

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

In re:)	Case No. 2:23-bk-52859
)	
S&G HOSPITALITY, INC., <i>et al.</i>,¹)	Chapter 11
)	
Debtors.)	Judge Nami Khorrami
)	
)	(Jointly Administered)
)	
Buckeye Lodging, LLC)	Case No. 2:23-bk-52861
Lancaster Hospitality, LLC)	Case No. 2:23-bk-52862
S&G Hospitality, LLC)	Case No. 2:23-bk-52859
Sunburst Hotels, LLC)	Case No. 2:23-bk-52863

**SECOND AMENDED JOINT PLAN OF REORGANIZATION OF
S&G HOSPITALITY, INC. AND ITS DEBTOR SUBSIDIARIES**

David A. Beck (OH 0072868)
CARPENTER LIPPS LLP
280 N. High St., Suite 1300
Columbus Ohio 43215
Telephone: (614) 365-4142
Facsimile: (614) 365-9145
beck@carpenterlipps.com

ATTORNEYS FOR DEBTORS AND
DEBTORS IN POSSESSION

May 16, 2025

¹ The Debtors and the last four digits of their federal tax identification numbers are as follows: S&G Hospitality, Inc. (4566), Buckeye Lodging, LLC (6047), Lancaster Hospitality, LLC (8830), and Sunburst Hotels, LLC (0374).

TABLE OF CONTENTS

	Page
INTRODUCTION	1
ARTICLE I. DEFINED TERMS, RULES OF INTERPRETATION AND COMPUTATION OF TIME	1
A. Defined Terms	1
1. "Administrative Claim"	1
2. "Administrative Trade Claims"	1
3. "Allowed Claim"	1
4. "Allowed . . . Claim"	2
5. "Bankruptcy Code"	2
6. "Bankruptcy Court"	2
7. "Bankruptcy Rules"	2
8. "Bar Date"	2
9. "Bar Date Order"	2
10. "Buckeye"	2
11. "Business Day"	2
12. "Cash Collateral Orders"	2
13. "Chapter 11 Cases"	3
14. "Claim"	3
15. "Claims Objection Bar Date"	3
16. "Class"	3
17. "Confirmation"	3
18. "Confirmation Date"	3
19. "Confirmation Hearing"	3
20. "Confirmation Notice"	3
21. "Confirmation Order"	3
22. "Cure Amount Claim"	3
23. "Debtors"	4
24. "Deferred General Unsecured Payments"	4
25. "Derivative Claims"	4
26. "Disclosure Statement"	4
27. "Disclosure Statement Order"	4
28. "Disputed Claim"	4
29. "Distribution Record Date"	4
30. "Effective Date"	4
31. "Estate"	5
32. "Executory Contract and Unexpired Lease"	5

TABLE OF CONTENTS
(continued)

		Page
33.	“Exculpated Claim”	5
34.	“Exculpated Parties”	5
35.	“Exit Fee”:	5
36.	"Fee Claim".	5
37.	"File," "Filed," or "Filing"	5
38.	"Final Order".	6
39.	"Fixed Renovation Cycle Management” or “FRCM”	6
40.	"Franchise Agreements"	6
41.	“Hampton Franchise Agreement”	6
42.	“Hampton Inn Lancaster”	6
43.	“Hampton Inn Stipulated Order”	6
44.	“Hilton”.	6
45.	“Hilton Attorney Fee Indebtedness”	6
46.	“Hilton POC”	6
47.	“Hilton Released Parties”.	6
48.	“InnVite Hospitality”	6
49.	"Intercompany Claims"	6
50.	"Interest".	6
51.	“Itria”.	7
52.	“Itria Released Parties”	7
53.	“Itria Settlement”.	7
54.	“Lancaster”	7
55.	“Lancaster Adversary Proceeding”	7
56.	“Litigation Trust”	7
57.	“Management Agreement”	7
58.	"New Common Stock"	7
59.	“New Equity Infusion”.	7
60.	“New Equity Investors”	7
61.	“New Secured Promissory Note”	7
62.	"Old S&G Common Stock”	8
63.	“Overbidding Equity Investor”	8
64.	"Petition Date".	8
65.	"Plan"	8
66.	“Prepetition Hilton Indebtedness”.	8
67.	“Prepetition Loan Agreement”	8

TABLE OF CONTENTS
(continued)

		Page
68.	“Prepetition Security Agreements”	8
69.	"Priority Claim"	9
70.	"Priority Tax Claim"	9
71.	"Professional"	9
72.	"Pro Rata"	9
73.	"Reinstated" or "Reinstatement"	9
74.	"Released Claims"	9
75.	"Reorganized ..." e.	10
76.	“Restated Senior Secured Mortgages” 6.	10
77.	"Retained Actions"	10
78.	“RSS”	10
79.	“RSS Related Parties”	10
80.	“S&G”	10
81.	“SBA”	10
82.	“SBA Released Parties”	10
83.	"Schedules"	10
84.	"Secondary Liability Claim"	10
85.	"Secured Claim"	10
86.	“Settlement Release of InnVite”	10
87.	“Settlement Release of Itria”	10
88.	“Settlement Release of RSS”	10
89.	"Stipulation of Amount and Nature of Claim"	11
90.	"Subsidiary Debtor"	11
91.	"Subsidiary Debtor Equity Interests"	11
92.	“Sunburst”	11
93.	"Tax"	11
94.	"Tort Claim"	11
95.	"Trade Claim"	11
96.	"Unsecured Claim"	11
B.	Rules of Interpretation and Computation of Time	11
1.	Rules of Interpretation	11
2.	Computation of Time	12
	ARTICLE II. CLASSES OF CLAIMS AND INTERESTS	12
A.	Unimpaired Classes of Claims and Interests	12
1.	Class 1 (Unsecured Priority Claims):	12

TABLE OF CONTENTS
(continued)

	Page
2. Class 2 (Other Secured Claims):.....	12
3. Class 11 (Subsidiary Interests):	12
B. Impaired Classes of Claims and Interests	12
1. Class 3A (RSS Secured Claims):	12
2. Class 3B (RSS Unsecured Claims):	12
3. Class 4 (Itria Claim):	12
4. Class 5 (SBA Claim):	12
5. Class 6 (General Unsecured Claims):	13
6. Class 7 (Convenience Claims):	13
7. Class 8 (InnVite Hospitality Claims):	13
8. Class 9 (Intercompany Claims):	13
9. Class 10 (Hilton Claims):	13
10. Class 12 (Old S&G Common Stock):	13
ARTICLE III. TREATMENT OF CLAIMS AND INTERESTS.....	13
A. Unclassified Claims	13
1. Payment of Administrative Claims	13
2. Payment of Priority Tax Claims	15
B. Unimpaired Classes of Claims	15
1. Class 1 Claims (Unsecured Priority Claims).	15
2. Class 2 Claims (Other Secured Claims).....	15
3. Class 5 Claims (SBA Claim)	15
4. Class 11 Interests (Subsidiary Debtor Equity Interests)	15
C. Impaired Classes of Claims and Interests	15
1. Class 3A Claims (RSS Secured Claims).....	15
2. Class 3B Claims (RSS Unsecured Claims).....	16
3. Class 4 Claims (Itria Claims).....	16
4. Class 6 Claims (General Unsecured Claims).....	16
5. Class 7 Claims (Convenience Claims)	16
6. Class 8 Claims (InnVite Hospitality Claims).....	16
7. Class 9 Claims (Intercompany Claims)	16
8. Class 10 Claims (Hilton Claims) n.	16
9. Class 12 Interests (Old S&G Common Stock).....	16
D. Special Provisions Regarding the Treatment of Secondary Liability Claims.	17
ARTICLE IV. MEANS FOR IMPLEMENTATION OF THE PLAN.....	17
A. Continued Corporate Existence and Vesting of Assets in the Reorganized Debtors	17

TABLE OF CONTENTS
(continued)

	Page
B. Recapitalization of S&G	17
C. Corporate Governance, Directors and Officers, Employment-Related Agreements and Compensation Programs	17
1. Certificates of Incorporation and Bylaws	17
2. Directors and Officers of the Reorganized Debtor	18
D. Preservation of Rights of Action; Settlement Agreements and Releases	18
1. Preservation of Rights of Action by the Debtors and the Reorganized Debtors	18
2. Creation of Litigation Trust	18
3. Releases	18
E. Cancellation and Surrender of Instruments, Securities and Other Documentation	20
F. Release of Liens	20
G. Effectuating Documents; Further Transactions; Exemption from Certain Transfer Taxes	20
ARTICLE V. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES	21
A. Executory Contracts and Unexpired Leases to Be Assumed or Assumed and Assigned	21
1. Assumption and Assignment Generally	21
2. Approval of Assumptions	21
B. Payments Related to the Assumption of Executory Contracts and Unexpired Leases	22
1. Executory Contracts Generally	22
2. The Franchise Agreement for Lancaster Hospitality, LLC	22
C. Executory Contracts and Unexpired Leases to Be Rejected	25
D. Contracts and Leases Entered Into After the Petition Date	26
E. Rejection Damages	26
F. Bar Date for Rejection Damages	26
G. Obligations to Indemnify Directors, Officers and Employees	26
ARTICLE VI. PROVISIONS GOVERNING DISTRIBUTIONS	27
A. Distributions for Claims Allowed as of the Effective Date	27
1. Distributions to Be Made on the Effective Date	27
B. Delivery of Distributions and Undeliverable or Unclaimed Distributions	27
1. Delivery of Distributions	27
2. Undeliverable Distributions Held by Debtors	28
C. Distribution Record Date	28
D. Means of Cash Payments	28
E. Compliance with Tax Requirements	28
F. Setoffs	29
ARTICLE VII. PROCEDURES FOR RESOLVING DISPUTED CLAIMS	29

TABLE OF CONTENTS
(continued)

	Page
A. Prosecution of Objections to Claims	29
1. Objections to Claims	29
2. Authority to Prosecute Objections	29
B. Treatment of Disputed Claims	29
C. Distributions on Account of Disputed Claims Once Allowed	30
ARTICLE VIII. SUBSTANTIVE CONSOLIDATION OF THE DEBTORS	30
ARTICLE IX. CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN	30
A. Conditions to Confirmation	30
B. Conditions to the Effective Date	31
C. Waiver of Conditions to the Confirmation or Effective Date	31
D. Effect of Nonoccurrence of Conditions to the Effective Date	31
ARTICLE X. CRAMDOWN	31
ARTICLE XI. DISCHARGE, TERMINATION, INJUNCTION AND SUBORDINATION RIGHTS	32
A. Discharge of Claims and Termination of Interests	32
1. Complete Satisfaction, Discharge and Release	32
2. Discharge and Termination	32
B. Injunctions	32
1. Claims Enjoined	32
2. Enforcement Enjoined	33
3. Consent to Injunction	33
C. Termination of Subordination Rights and Settlement of Related Claims and Controversies	33
1. Termination	33
2. General Settlement	34
3. Settlement with InnVite Hospitality	34
4. Preservation of Subordination under Section 510(b)	34
ARTICLE XII. RETENTION OF JURISDICTION	34
ARTICLE XIII. MISCELLANEOUS PROVISIONS	36
A. Limitation of Liability/Exculpation	36
B. Modification of the Plan	36
C. Revocation of the Plan	36
D. Severability of Plan Provisions	36
E. Successors and Assigns	37
F. Service of Documents	37
1. The Debtors and the Reorganized Debtors	37

TABLE OF CONTENTS
(continued)

	Page
2. The New Equity Investor	37

TABLE OF EXHIBITS²

Exhibit I.A.39 – Copy of Fixed Renovation Cycle Management Plan

Exhibit I.A.61 – Form of New Secured Promissory Note

Exhibit I.A.76 – Form of Restated Senior Secured Mortgages

Exhibit II – Identification of Claims in Each Class

Exhibit III.C.1 – Form of Settlement Release of RSS by Abhijit Vasani and his non-debtor entities

Exhibit IV.C.1.a – Form of Certification of Incorporation of Reorganized S&G

Exhibit IV.C.1.b – Forms of Operating Agreements of Reorganized Buckeye Lodging, LLC, Reorganized Lancaster Hospitality, LLC, and Reorganized Sunburst Hotels, LLC

Exhibit IV.C.2 – Initial Officers and Directors of the Reorganized Debtors

Exhibit IV.D.1 – Retained Actions

Exhibit V.A – List of Assumed Executory Contracts

Exhibit V.C – List of Rejected Executory Contracts

²

The Debtors intend to file copies of all Exhibits by the deadline for parties to object to the Disclosure Statement for the Plan. The Debtors reserve the right to modify, amend, supplement, restate or withdraw any of the Exhibits after they are Filed.

INTRODUCTION

S&G Hospitality, Inc., an Ohio corporation, and the other above-captioned debtors and debtors in possession (collectively, the "**Debtors**") propose the following second amended joint plan of reorganization (the "**Plan**") for the resolution of the outstanding claims against and equity interests in the Debtors. The Debtors are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code, 11 U.S.C. § 1129. Reference is made to the Debtors' disclosure statement, distributed contemporaneously with the Plan (the "**Disclosure Statement**"), for a discussion of the Debtors' history, business, results of operations, historical financial information, projections and properties, and for a summary and analysis of the Plan. There also are other agreements and documents, which will be Filed with the Bankruptcy Court, that are referenced in the Plan or the Disclosure Statement and that will be available for review.

ARTICLE I. DEFINED TERMS, RULES OF INTERPRETATION AND COMPUTATION OF TIME

A. Defined Terms

As used in the Plan, capitalized terms have the meanings set forth below. Any term that is not otherwise defined herein, but that is used in the Bankruptcy Code or the Bankruptcy Rules, will have the meaning given to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable.

1. "**Administrative Claim**" means a Claim for costs and expenses of administration allowed under sections 503(b), 507(b) or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date of preserving the Estates and operating the businesses of the Debtors (such as wages, salaries, commissions for services and payments for inventories, leased equipment and premises); (b) compensation for legal, accounting and other services and reimbursement of expenses awarded or allowed under sections 330(a) or 331 of the Bankruptcy Code, including Fee Claims; and (c) all fees and charges assessed against the Estates under chapter 123 of title 28, United States Code, 28 U.S.C. §§ 1911-1930.

2. "**Administrative Trade Claims**" means an Administrative Claim (other than a Tort Claim) arising from or with respect to the sale of goods or rendition of services on or after the Petition Date in the ordinary course of the applicable Debtor's business, including Administrative Claims of employees for ordinary course wages and benefits.

3. "**Allowed Claim**" means:

a. a Claim that (i) has been listed by a Debtor in its Schedules as other than disputed, contingent or unliquidated and (ii) is not otherwise a Disputed Claim;

b. a Claim (i) for which a proof of Claim or request for payment of Administrative Claim has been Filed by the applicable Bar Date or otherwise been deemed timely Filed under applicable law and (ii) that is not otherwise a Disputed Claim; or

c. a Claim that is allowed: (i) in any Stipulation of Amount and Nature of Claim executed by the applicable Reorganized Debtor and Claim holder on or after the Effective Date; (ii) in any contract, instrument or other agreement entered into in connection with the Plan and, if prior to the Effective Date, approved by the Bankruptcy Court; (iii) pursuant to a Final Order; or (iv) pursuant to the terms of the Plan.

4. **"Allowed . . . Claim"** means an Allowed Claim in the particular Class or category specified.

5. **"Bankruptcy Code"** means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as in effect at the relevant time.

6. **"Bankruptcy Court"** means the United States District Court having jurisdiction over the Chapter 11 Cases and, to the extent of any reference made pursuant to 28 U.S.C. § 157, the bankruptcy unit of such District Court.

7. **"Bankruptcy Rules"** means, collectively, the Federal Rules of Bankruptcy Procedure and the local rules of the Bankruptcy Court, as in effect at the relevant time.

8. **"Bar Date"** means the applicable bar date by which a proof of Claim must be or must have been Filed, as established by an order of the Bankruptcy Court, including the Bar Date Order and the Confirmation Order.

9. **"Bar Date Order"** means the *Order Establishing (I) The Last Dates to File Proofs of Claim, (II) Approving Procedures for Submitting Proofs of Claim, (III) Approving Notice Thereof; and (IV) Granting Related Relief* (Docket No. 163) entered by the Bankruptcy Court on November 3, 2023 establishing Bar Dates for Filing proofs of Claims in the Chapter 11 Cases, as the same may be amended, modified or supplemented.

10. **"Buckeye"** means Buckeye Lodging, LLC.

11. **"Business Day"** means any day, other than a Saturday, Sunday or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).

12. **"Cash Collateral Orders"** shall mean the *Interim Order Permitting Usage of Cash Collateral and Providing Adequate Protection to Purported Secured Creditors for This Usage and Supporting a Final Hearing on Usage of Cash Collateral* (Docket. No. 28) entered by the Bankruptcy Court on August 23, 2023, the *Final Order Permitting Usage of Cash Collateral and Providing Adequate Protection to Purported Secured Creditors for Usage of Cash Collateral Through November 30, 2023* (Docket No. 118) entered by the Bankruptcy Court on October 2, 2023, the *Order Extending Usage of Cash Collateral and Providing Adequate Protection to Purported Secured Creditors for Usage of Cash Collateral Through March 31, 2024* (Docket No. 182) entered by the Bankruptcy Court on January 2, 2024, the *Stipulation and Agreed Order Between Debtors and RSS COMM2015-PC1-OH BL, LLC Extending the Usage of Cash Collateral Through and Including June 30, 2024* (Docket No. 225) entered by the Bankruptcy Court on March 28, 2024, the *Stipulation and Agreed Order Between Debtors and RSS COMM2015-PC1-OH BL, LLC Extending the Usage of Cash Collateral Through and Including July 31, 2024* (Docket No. 250), the *Stipulation and Agreed Order Between Debtors and RSS COMM2015-PC1-*

OH BL, LLC Extending the Usage of Cash Collateral Through and Including August 31, 2024 (Docket No. 271), the Stipulation and Agreed Order Between Debtors and RSS COMM2015-PC1-OH BL, LLC Extending the Stipulation and Agreed Order Between Debtors and RSS COMM2015-PC1-OH BL, LLC Extending the Usage of Cash Collateral Through and Including September 30, 2024 (Docket No. 286), the Stipulation and Agreed Order Between Debtors and RSS COMM2015-PC1-OH BL, LLC Extending the Stipulation and Agreed Order Between Debtors and RSS COMM2015-PC1-OH BL, LLC Extending the Usage of Cash Collateral Through and Including November 30, 2024 (Docket No. 309), the Stipulation and Agreed Order Between Debtors and RSS COMM2015-PC1-OH BL, LLC Extending the Stipulation and Agreed Order Between Debtors and RSS COMM2015-PC1-OH BL, LLC Extending the Usage of Cash Collateral Through and Including January 31, 2025 (Docket No. 335), the Stipulation and Agreed Order Between Debtors and RSS COMM2015-PC1-OH BL, LLC Extending the Usage of Cash Collateral Through and Including May 31, 2025 (Docket No. 371) and any subsequent orders extending cash collateral usage in the Chapter 11 Cases.

13. "Chapter 11 Cases" means the cases commenced under chapter 11 of the Bankruptcy Code by the Debtors.

14. "Claim" means a "claim," as defined in section 101(5) of the Bankruptcy Code, against a Debtor.

15. "Claims Objection Bar Date" means, for all Claims, other than those Claims allowed in accordance with Section I.A.3.c above the latest of: (a) 120 days after the Effective Date; (b) 90 days after the Filing of a proof of Claim for such Claim; and (c) such other period of limitation as may be specifically fixed by the Plan, the Confirmation Order, the Bankruptcy Rules or a Final Order for objecting to such Claim.

16. "Class" means a class of Claims or Interests, as described in Article II of this Plan.

17. "Confirmation" means the entry of the Confirmation Order on the docket of the Bankruptcy Court.

18. "Confirmation Date" means the date on which the Bankruptcy Court enters the Confirmation Order on its docket, within the meaning of Bankruptcy Rules 5003 and 9021.

19. "Confirmation Hearing" means the hearing held by the Bankruptcy Court on Confirmation of the Plan, as such hearing may be continued from time to time.

20. "Confirmation Notice" means a notice of Confirmation to be served on parties in interest, the form and manner of service of which will be approved by the Bankruptcy Court in the Confirmation Order.

21. "Confirmation Order" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

22. "Cure Amount Claim" means a Claim based upon a Debtor's defaults pursuant to an Executory Contract or Unexpired Lease at the time such contract or lease is assumed by such Debtor under section 365 of the Bankruptcy Code.

23. "Debtors" means, collectively, the above-captioned debtors and debtors in possession identified on the cover page to this Plan.

24. "Deferred General Unsecured Payments" shall mean payments of \$20,000 to be made on the 2nd, 3rd, and 4th anniversary of the Effective Date so long as there is no default then in existence on the New Secured Promissory Note or to pay any portion of the Exit Fee that is due and payable on or before that anniversary.

25. "Derivative Claims" means a claim or cause of action that is property of any of the Debtors or their Estates.

26. "Disclosure Statement" means the disclosure statement (including all exhibits and schedules thereto or referenced therein) that relates to the Plan and has been prepared and distributed by the Debtors, as plan proponents, as the same may be amended, modified or supplemented.

27. "Disclosure Statement Order" means an order approving the Disclosure Statement and bidding procedures for solicitation of higher and better bids for the New Equity Infusion.

28. "Disputed Claim" means:

a. if no proof of Claim has been Filed by the applicable Bar Date or has otherwise been deemed timely Filed under applicable law: (i) a Claim that is listed on a Debtor's Schedules as other than disputed, contingent or unliquidated, but as to which the applicable Debtor, Reorganized Debtor or, prior to the Confirmation Date, any other party in interest, has Filed an objection by the Claims Objection Bar Date and such objection has not been withdrawn or denied by a Final Order; or (ii) a Claim that is listed on a Debtor's Schedules as disputed, contingent or unliquidated;

b. if a proof of Claim or request for payment of an Administrative Claim has been Filed by the Bar Date or has otherwise been deemed timely Filed under applicable law a Claim for which an objection has been Filed by the applicable Debtor, Reorganized Debtor or, prior to the Confirmation Date, any other party in interest, by the Claims Objection Bar Date, and such objection has not been withdrawn or denied by a Final Order; or

c. a Claim for damages in respect of an Executory Contract or Unexpired Lease that has been rejected or is anticipated to be rejected under section 365 of the Bankruptcy Code and as to which the applicable Bar Date has not occurred and such Claim is not otherwise an Allowed Claim.

29. "Distribution Record Date" means the close of business on the Confirmation Date.

30. "Effective Date" means the first Business Day on which (a) all conditions to the Effective Date in Section IX.B have been met or waived in accordance with Section IX.C and (b) substantial consummation (within the meaning of section 1101(2) of the Bankruptcy Code) of the Plan has occurred.

31. "Estate" means, as to each Debtor, the estate created for such Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

32. "Executory Contract and Unexpired Lease" means a contract or lease to which a Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

33. "Exculpated Claim" means any Claim or Causes of Action whatsoever related to any act taken or omitted after the Commencement Date and on or before the Effective Date arising out of the Chapter 11 Cases related to the Debtors, including, without limitation, (i) the negotiation of any settlements entered into, with, or by the Debtors or any Estate representative, (ii) the formulation, preparation, dissemination, negotiation, filing, prosecution, approval or administration of the Plan and/or any financing, investment, or sale agreement with respect to the Debtors, and/or (iii) any contract, instrument, release, assignment, or other agreement or document created or entered into in connection with any such negotiations or settlements of the Chapter 11 Cases, or any financing agreement or settlement agreement in connection therewith, the filing of the Chapter 11 Cases, the pursuit of Confirmation, and the administration implementation of the Plan.

34. "Exculpated Parties" has the meaning ascribed to it in Section XIII.A of this Plan.

35. "Exit Fee" means the right of RSS to receive a payment on account of a payoff of the New Secured Promissory Note in accordance with a sale or refinance of the New Secured Promissory Note based on the totals of the individual hotel values identified in the following schedule:

Months After the Effective Date	Hampton Inn Lancaster	Red Roof Dublin	Quality Inn North	Total (if all hotels paid off at the same time)
0 to 12 months	\$50,000	\$30,000	\$20,000	\$100,000
12 to 24 months	\$100,000	\$60,000	\$40,000	\$200,000
25 to 36 months	\$150,000	\$90,000	\$60,000	\$300,000
37 to 48 months	\$200,000	\$120,000	\$80,000	\$400,000
49 to 60 months	\$250,000	\$150,000	\$100,000	\$500,000

For example, if the Quality Inn North was sold in month 16, the Reorganized Debtors would make a payment to RSS of \$40,000. If the Debtors then proceeded to refinance the other two hotels in month 40, they would owe a payment to RSS of \$200,000 on account of the Hampton Inn Lancaster and \$120,000 on account of the Red Roof Dublin. No additional payment on the Quality Inn North would be owed because it has already had the fee paid for it.

36. "Fee Claim" means a Claim under sections 328, 330(a), 331, 503 or 1103 of the Bankruptcy Code for compensation of a Professional or other entity for services rendered or expenses incurred in the Chapter 11 Cases.

37. "File," "Filed," or "Filing" means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

38. "Final Order" means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, as entered on the docket in the Chapter 11 Case or the docket of any other court of competent jurisdiction, that has not been reversed, stayed, modified or amended, and as to which the time to appeal or seek certiorari or move for a new trial, reargument or rehearing has expired, and no appeal or petition for certiorari or other proceedings for a new trial, reargument or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been timely filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument or rehearing shall have been denied or resulted in no modification of such order.

39. "Fixed Renovation Cycle Management" or "FRCM" means the Fixed Renovation Cycle Management renovation plan dated August 5, 2024, a copy of which is attached at Exhibit I.A.39 hereto.

40. "Franchise Agreements" means the executory contracts under which Debtor Buckeye Lodging, LLC operates the Red Roof + located at 5125 Post Road, Dublin, Ohio 43017, Debtor Lancaster Hospitality LLC operates the Hampton Inn Lancaster located at 2041 Schorrrway Drive NW, Lancaster, Ohio 43130, and Debtor Sunburst Hotels LLC operates the Quality Inn located at 7500 Vantage Drive, Columbus, Ohio 43235.

41. "Hampton Franchise Agreement" has the meaning ascribed to it in Section V.B.2.a of this Plan.

42. "Hampton Inn Lancaster" has the meaning ascribed to it in Section V.B.2.a of this Plan.

43. "Hampton Inn Stipulated Order" has the meaning ascribed to it in Section V.B.2.a of this Plan.

44. "Hilton" means Hilton Franchise Holding LLC, as successor in interest to Hampton Inns Franchise LLC.

45. "Hilton Attorney Fee Indebtedness" has the meaning ascribed to it in Section V.B.2.a of this Plan.

46. "Hilton POC" has the meaning ascribed to it in Section V.B.2.a of this Plan.

47. "Hilton Released Parties" has the meaning ascribed to it in Section V.B.2.e of this Plan.

48. "InnVite Hospitality" means InnVite Hospitality Group, LLC.

49. "Intercompany Claims" means any Claim between and among the Debtors.

50. "Interest" means the rights of the holders of Old S&G Common Stock and equity interests in any Subsidiary Debtor, any other instruments evidencing an ownership interest in a Debtor, and the rights of any entity to purchase or demand the issuance of any of the foregoing, including: (a) redemption, conversion, exchange, voting, participation and dividend rights

(including any rights in respect of accrued and unpaid dividends); (b) liquidation preferences; and (c) stock options and warrants.

51. "Itria" means Itria Ventures LLC and any of its affiliates.

52. "Itria Released Parties" means Itria and its present or former directors, officers, employees, attorneys, accountants, members, managers and agents, but solely when acting in such capacity and only if they receive the Settlement Release of Itria.

53. "Itria Settlement" means the possible settlement provided for in Sections III.C.3 and IV.D.3.c of this Plan.

54. "Lancaster" means Lancaster Hospitality, LLC.

55. "Lancaster Adversary Proceeding" has the meaning ascribed to it in Section V.B.2.a of this .

56. "Litigation Trust" means the Trust created, if necessary, to pursue the Retained Actions.

57. "Management Agreement" shall mean the management agreement between any Debtor and InnVite Hospitality, LLC.

58. "New Common Stock" means the shares of common stock of Reorganized S&G to be issued on the Effective Date.

59. "New Equity Infusion" means a minimum of \$500,000 in cash to be contributed by the New Equity Investors (or such higher amount as is offered by an Overbidding Equity Investor and is accepted by the Debtors and approved at the Confirmation Hearing in accordance with the bidding procedures) to Reorganized S&G on the Effective Date.

60. "New Equity Investors" means SDGD Enterprises LLC who will ensure that all administrative expense claims are satisfied, that the Fixed Renovation Cycle Management for the Hampton Inn Lancaster are completed and that adequate assurance of future performance requirements in connection with the adequate assurance of future performance requirements for the assumption of the Executory Contracts identified on Exhibit V.A to this Plan are satisfied

61. "New Secured Promissory Note" means a promissory note in the principal amount of \$11 million with a five year term, but amortizing as if it was a 30-year loan and bearing an interest rate of 5.5% in substantially the form attached hereto as Exhibit I.A.61 which will be treated as an amended and restated Note for purposes of the Prepetition Security Agreements. The promissory note will also provide that the Debtors are responsible for making direct payments for property insurance and payment of real estate taxes. This promissory note shall have no prepayment penalty and permit the sale or refinance individually or in combination of the hotels so long as any sale or refinance of the Hampton Inn Lancaster generates at least \$5.5 million in net sale or refinance proceeds which are allocated to the Hampton Inn Lancaster and \$5.5 million of those allocated sale or refinance proceeds are used to pay down the outstanding principal on the New Secured Promissory Note, any sale of the Red Roof Dublin generates at least \$3.3 million in net sale or

refinance proceeds which are allocated to the Red Roof Dublin and \$3.3 million of those allocated sale or refinance proceeds are used to pay down the outstanding principal on the New Secured Promissory Note, and any sale or refinance of the Quality Inn North generates at least \$2.2 million in net sale or refinance proceeds which are allocated to the Quality Inn North and \$2.2 million of those allocated sale or refinance proceeds are used to pay down the outstanding principal on the New Secured Promissory Note. Notwithstanding the foregoing, in the event that the Bankruptcy Court determines that the value of RSS's secured claims against Debtors Buckeye Lodging LLC, Lancaster Hospitality LLC, and Sunburst Hotels LLC aggregate to less than \$11 million, the principal amount of the promissory note and the early payoff thresholds identified above shall be adjusted to match both the totals and individual breakdowns of what the Bankruptcy Court determines the value of the secured claims to be.

62. "Old S&G Common Stock" means the common stock issued by S&G and outstanding as of the Petition Date.

63. "Overbidding Equity Investor" means a person or entity that submits a higher and better proposal to make the New Equity Infusion under the bidding procedures to be approved in connection with the Disclosure Statement Order, including ensuring that all administrative expense claims are satisfied, that the Fixed Renovation Cycle Management planned renovation for the Hampton Inn Lancaster are completed and that adequate assurance of future performance requirements in connection with the adequate assurance of future performance requirements for the assumption of the Executory Contracts identified on Exhibit V.A to this Plan are satisfied

64. "Petition Date" means August 18, 2023.

65. "Plan" means this joint plan of reorganization for the Debtors, and all Exhibits attached hereto or referenced herein, as the same may be amended, modified or supplemented.

66. "Prepetition Hilton Indebtedness" has the meaning ascribed to it in Section V.B.2.a.

67. "Prepetition Loan Agreement" means the Loan Agreement dated as of February 26, 2015 by and among Sunburst Hotels LLC, Buckeye Lodging LLC, and Lancaster Hospitality, LLC as Borrowers, and Jeffries Loancore LLC, as Lender, together with all exhibits, schedules, amendments, and assignments thereto.

68. "Prepetition Security Agreements" means the Open-End Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made as of February 27, 2015 by Buckeye Lodging LLC to Jefferies Loancore LLC, Open-End Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made as of February 27, 2015 by Lancaster Hospitality LLC to Jefferies Loancore LLC, Open-End Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made as of February 27, 2015 by Sunburst Hotels LLC to Jefferies Loancore LLC, the Assignment of Leases and Rents dated and effective as of February 27, 2015 by Buckeye Lodging LLC to Jeffries Loancore LLC, the Assignment of Leases and Rents dated and effective as of February 27, 2015 by Lancaster Hospitality LLC to Jeffries Loancore LLC, and Sunburst Hotels, LLC, together with all exhibits, amendments, and assignments thereto.

69. "Priority Claim" means a Claim that is entitled to priority in payment pursuant to section 507(a) of the Bankruptcy Code that is not an Administrative Claim or a Priority Tax Claim.

70. "Priority Tax Claim" means a Claim that is entitled to priority in payment pursuant to section 507(a)(8) of the Bankruptcy Code.

71. "Professional" means any professional employed in the Chapter 11 Cases pursuant to sections 327 or 1103 of the Bankruptcy Code or any professional or other entity seeking compensation or reimbursement of expenses in connection with the Chapter 11 Case pursuant to section 503(b)(4) of the Bankruptcy Code.

72. "Pro Rata" means when used with reference to a distribution of cash to holders of Allowed Claims in a particular Class or other specified group of Claims pursuant to Article III, proportionately so that with respect to a particular Allowed Claim in such Class, (a) the ratio of (i) the amount of cash distributed on account of such Claim to (ii) the amount of such Claim, is the same as (b) the ratio of (i) the amount of cash distributed to all holders of an Allowed Claim in such Class, as the case may be, distributed on account of all Allowed Claims in such Class or group of Claims to (ii) the amount of all Allowed Claims in such Class or group of Claims.

73. "Reinstated" or "Reinstatement" means rendering a Claim or Interest unimpaired within the meaning of section 1124 of the Bankruptcy Code. Unless the Plan specifies a particular method of Reinstatement, when the Plan provides that an Allowed Claim or Allowed Interest will be Reinstated, such Claim or Interest will be Reinstated, at the applicable Reorganized Debtor's sole discretion, in accordance with one of the following:

- a.** The legal, equitable and contractual rights to which such Claim or Interest entitles the holder will be unaltered; or
- b.** Notwithstanding any contractual provisions or applicable law that entitles the holder of such Claim or Interest to demand or receive accelerated payment of such Claim or Interest after the occurrence of a default:
 - i.** any such default that occurred before or after the commencement of the applicable Chapter 11 Case, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code, will be cured;
 - ii.** the maturity of such Claim or Interest as such maturity existed before such default will be reinstated;
 - iii.** the holder of such Claim or Interest will be compensated for any damages incurred as a result of any reasonable reliance by such holder on such contractual provision or such applicable law; and
 - iv.** the legal, equitable or contractual rights to which such Claim or Interest entitles the holder of such Claim or Interest will not otherwise be altered.

74. "Released Claims" shall have the meaning given to such term in Section IV.D.3.a.

75. "Reorganized ..." means, when used in referenced to a particular Debtor, such Debtor on and after the Effective Date.

76. "Restated Senior Secured Mortgages" means the restated mortgages securing the New Senior Secured Note in the forms attached hereto as Exhibit I.A.76.

77. "Retained Actions" means any claims or causes of action listed on Exhibit IV.D.1.

78. "RSS" means RSS COMM2015-PC1-OH BL, LLC.

79. "RSS Related Parties" means RSS, Rialto Capital Advisors, LLC, Jeffries Loancore LLC, Wilmington Trust, National Association, as Trustee for the Benefit of the Holders of COMM 2015-PC1 Mortgage Trust Commercial Mortgage Pass-Through Certificates and their respective present or former directors, officers, employees, attorneys, accountants, members, managers and agents, but solely when acting in such capacity.

80. "S&G" means S&G Hospitality, Inc.

81. "SBA" means the Small Business Administration.

82. "SBA Released Parties" means SBA and its present or former directors, officers, employees, attorneys, accountants, managers and agents, but solely when acting in such capacity.

83. "Schedules" means the schedules of assets and liabilities and the statements of financial affairs Filed by a Debtor, as required by section 521 of the Bankruptcy Code, as the same may have been or may be amended, modified or supplemented.

84. "Secondary Liability Claim" means a Claim that arises from a Debtor being liable jointly, severally or secondarily liable for any contractual, tort, guaranty or other obligation of another Debtor based on any legal theory.

85. "Secured Claim" means a Claim that is secured by a lien on property in which an Estate has an interest or that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the Claim holder's interest in such Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to sections 506(a) and, if applicable, 1129(b) of the Bankruptcy Code.

86. "Settlement Release of InnVite" has the meaning ascribed to it in Section IV.D.3.d of this Plan.

87. "Settlement Release of Itria" has the meaning ascribed to it in Section IV.D.3c of this Plan.

88. "Settlement Release of RSS" has the meaning ascribed to it in Section IV.D.3.b of this Plan.

89. "Stipulation of Amount and Nature of Claim" means a stipulation or other agreement between a Debtor or Reorganized Debtor and a holder of a Claim or Interest, or an agreed order of the Bankruptcy Court, establishing the amount and nature of a Claim or Interest.

90. "Subsidiary Debtor" means any Debtor other than S&G.

91. "Subsidiary Debtor Equity Interests" means, as to a particular Subsidiary Debtor, any Interests in such Debtor.

92. "Sunburst" means Sunburst Hotels, LLC.

93. "Tax" means (a) any net income, alternative or add-on minimum, gross income, gross receipts, sales, use, *ad valorem*, value added, transfer, franchise, profits, license, property, environmental or other tax, assessment or charge of any kind whatsoever (together in each instance with any interest, penalty, addition to tax or additional amount) imposed by any federal, state, local or foreign taxing authority; or (b) any liability for payment of any amounts of the foregoing types as a result of being a member of an affiliated, consolidated, combined or unitary group, or being a party to any agreement or arrangement whereby liability for payment of any such amounts is determined by reference to the liability of any other entity.

94. "Tort Claim" means any Claim that has not been settled, compromised or otherwise resolved that arises out of allegations of personal injury, wrongful death, property damage, products liability or similar legal theories of recovery.

95. "Trade Claim" means any Unsecured Claim arising from or with respect to the sale of goods or rendition of services prior to the Petition Date in the ordinary course of the applicable Debtor's business, including any Claims of an employee that is not a Priority Claim.

96. "Unsecured Claim" means any Claim that is not an Administrative Claim, Cure Amount Claim, Priority Claim, Priority Tax Claim or Secured Claim.

B. Rules of Interpretation and Computation of Time

1. Rules of Interpretation

For purposes of the Plan, unless otherwise provided herein: (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, will include both the singular and the plural; (b) unless otherwise provided in the Plan, any reference in the Plan to a contract, instrument, release or other agreement or document being in a particular form or on particular terms and conditions means that such document will be substantially in such form or substantially on such terms and conditions; (c) any reference in the Plan to an existing document or Exhibit Filed or to be Filed means such document or Exhibit, as it may have been or may be amended, modified or supplemented pursuant to the Plan, Confirmation Order or otherwise; (d) any reference to an entity as a holder of a Claim or Interest includes that entity's successors, assigns and affiliates; (e) all references in the Plan to Sections, Articles and Exhibits are references to Sections, Articles and Exhibits of or to the Plan; (f) the words "herein," "hereunder" and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan; (g) captions and headings to Articles and Sections are inserted for convenience of reference only and are not

intended to be a part of or to affect the interpretation of the Plan; (h) subject to the provisions of any contract, articles of incorporation, bylaws, similar constituent documents, instrument, release or other agreement or document entered into or delivered in connection with the Plan, the rights and obligations arising under the Plan will be governed by, and construed and enforced in accordance with, federal law, including the Bankruptcy Code and the Bankruptcy Rules; (i) the word "entity" means a person (as defined in section 101(41) of the Bankruptcy Code), an estate, a trust or a governmental unit or the United States Trustee; and (j) the rules of construction set forth in section 102 of the Bankruptcy Code will apply to the extent not inconsistent with any other provision of this Section I.B.1.

2. Computation of Time

In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) will apply.

ARTICLE II. CLASSES OF CLAIMS AND INTERESTS

All Claims and Interests, except Administrative Claims and Priority Tax Claims, are placed in the following Classes. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims, as described in Section III.A, have not been classified and thus are excluded from the following Classes. A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any remainder of the Claim or Interest qualifies within the description of such other Classes. The attached Exhibit II identifies for each Proof of Claim that has not been withdrawn or amended to an amount of zero or claim identified in the Debtors' Schedules which of the below classes they fall in.

A. Unimpaired Classes of Claims and Interests

- 1. Class 1 (Unsecured Priority Claims):** Priority Claims.
- 2. Class 2 (Other Secured Claims):** Secured Claims not otherwise classified under this Article II.
- 3. Class 11 (Subsidiary Interests):** Subsidiary Debtor Equity Interests held by S&G.

B. Impaired Classes of Claims and Interests

- 1. Class 3A (RSS Secured Claims):** The Secured portion of any Claims held by RSS.
- 2. Class 3B (RSS Unsecured Claims):** The Unsecured portion of any Claims held by RSS.
- 3. Class 4 (Itria Claim):** The Claims held by Itria.
- 4. Class 5 (SBA Claim):** The Claim held by the SBA.

5. Class 6 (General Unsecured Claims): Unsecured Claims not otherwise classified under this Article II.

6. Class 7 (Convenience Claims): Any Unsecured Claim in an allowed amount of less than \$20,000.

7. Class 8 (InnVite Hospitality Claims): Any Unsecured Claim held by InnVite Hospitality, LLC.

8. Class 9 (Intercompany Claims): Intercompany Claims.

9. Class 10 (Hilton Claims): All claims Held by Hilton against Lancaster.

10. Class 12 (Old S&G Common Stock): Interests in respect of the Old S&G Common Stock.

ARTICLE III. TREATMENT OF CLAIMS AND INTERESTS

A. Unclassified Claims

1. Payment of Administrative Claims

a. Administrative Claims in General

Except as specified in this Section III.A.1, and subject to the bar date provisions herein, unless otherwise agreed by the holder of an Administrative Claim and the applicable Debtor or Reorganized Debtor or unless a Final Order of the Bankruptcy Court provides otherwise, each holder of an Allowed Administrative Claim will receive, in full satisfaction of its Administrative Claim, cash equal to the amount of such Allowed Administrative Claim either (i) on the Effective Date or (ii) if the Administrative Claim is not allowed as of the Effective Date, 30 days after the date on which an order allowing such Administrative Claim becomes a Final Order or a Stipulation of Amount and Nature of Claim is executed by the applicable Reorganized Debtor and the holder of the Administrative Claim.

b. Statutory Fees

On and after the Effective Date, all fees payable pursuant to 28 U.S.C. § 1930 will be paid by the Reorganized Debtors in accordance therewith until the closing of the Chapter 11 Cases pursuant to section 350(a) of the Bankruptcy Code.

c. Ordinary Course Liabilities

Administrative Claims based on liabilities incurred by a Debtor in the ordinary course of its business — including Administrative Trade Claims, Administrative Claims of governmental units for Taxes (including Tax audit Claims related to Tax years commencing after the Petition Date) and Allowed Administrative Claims arising from those contracts and leases of the kind described in Section V.D of this Plan — will be paid by the applicable Reorganized

Debtor pursuant to the terms and conditions of the particular transaction giving rise to those Administrative Claims.

d. Bar Dates for Administrative Claims

i. General Bar Date Provisions

Except as otherwise provided in Section III.A.1.d.ii of this Plan, unless previously Filed, requests for payment of Administrative Claims must be Filed and served on the Reorganized Debtors, pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order, no later than 30 days after the date of service of a notice of such Bar Date. A notice of this Bar Date will be served on all known potential holders of Administrative Claims on or after the Effective Date, which may be part of the Confirmation Notice. Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims and that do not File and serve such a request by the applicable Bar Date will be forever barred from asserting such Administrative Claims against the Debtors, the Reorganized Debtors or their respective property and such Administrative Claims will be deemed discharged as of the Effective Date. Objections to such requests must be Filed and served on the Reorganized Debtors and the requesting party by the later of (A) 90 days after the Effective Date or (B) 60 days after the Filing of the applicable request for payment of Administrative Claims.

ii. Bar Dates for Certain Administrative Claims

A. Professional Compensation

Professionals or other entities asserting a Fee Claim for services rendered before the Effective Date must File and serve on the Reorganized Debtors and such other entities who are designated by the Bankruptcy Rules, the Confirmation Order or other order of the Bankruptcy Court an application for final allowance of such Fee Claim no later than 60 days after service of a notice of such deadline. A notice of the deadline for filing an application for allowance and payment of a Fee Claim will be served on all known potential holders of such Claims on or after the Effective Date, which may be part of the Confirmation Notice. Objections to any Fee Claim must be Filed and served on the Reorganized Debtor and the requesting party by the later of (1) 90 days after the Effective Date or (2) 30 days after the Filing of the applicable request for payment of the Fee Claim. To the extent necessary, the Confirmation Order will amend and supersede any previously entered order of the Bankruptcy Court regarding the payment of Fee Claims.

B. Ordinary Course Liabilities

Holders of Administrative Claims based on liabilities incurred by a Debtor in the ordinary course of its business, including Administrative Trade Claims, Administrative Claims of governmental units for Taxes (including Tax audit Claims arising after the Petition Date) and Administrative Claims arising from those contracts and leases of the kind described in Section V.D of this Plan, will not be required to File or serve any request for payment of such Administrative Claims. Such Administrative Claims will be satisfied pursuant to Section III.A.1.c of this Plan.

2. Payment of Priority Tax Claims

Pursuant to section 1129(a)(9)(C) of the Bankruptcy Code, unless otherwise agreed by the holder of a Priority Tax Claim and the applicable Debtor or Reorganized Debtor, each holder of an Allowed Priority Tax Claim will receive, in full satisfaction of its Priority Tax Claim, cash equal to the Allowed Amount of such Priority Tax Claim.

B. Unimpaired Classes of Claims

1. Class 1 Claims (Unsecured Priority Claims) unimpaired. On the Effective Date, each holder of an Allowed Claim in Class 1 will receive cash equal to the amount of such Claim, unless the holder of such Claim and the applicable Debtor or Reorganized Debtor agree to different treatment.

2. Class 2 Claims (Other Secured Claims) are unimpaired. On the Effective Date, unless otherwise agreed by a Claim holder and the applicable Debtor or Reorganized Debtor, each holder of an Allowed Claim in Class 2 will receive treatment on account of such Allowed Claim in the manner set forth in Option A, B or C below, at the election of the applicable Debtor. The applicable Debtor will be deemed to have elected Option A except with respect to any Allowed Claim as to which the applicable Debtor elects Option B or Option C in one or more certifications Filed prior to the conclusion of the Confirmation Hearing or as soon thereafter as is practicable.

Option A: Allowed Claims in Class 2 with respect to which the applicable Debtor elects or is deemed to have elected Option A will be paid in cash, in full.

Option B: Allowed Claims in Class 2 with respect to which the applicable Debtor elects Option B will be Reinstated.

Option C: A holder of an Allowed Claim in Class 2 with respect to which the applicable Debtor elects Option C will be entitled to receive (and the applicable Debtor shall release and transfer to such holder) the collateral securing such Allowed Claim.

3. Class 5 Claims (SBA Claim) is unimpaired. On the Effective Date the Allowed Class 5 Claim will be reinstated.

4. Class 11 Interests (Subsidiary Debtor Equity Interests) are unimpaired. On the Effective Date Allowed Class 11 Interests will be Reinstated.

C. Impaired Classes of Claims and Interests

For purposes of the following distributions, each holder's recovery, if any, is being received first in exchange for the principal amount of such holder's Claim, not the unpaid pre-Petition Date interest, if any, on that Claim.

1. Class 3A Claims (RSS Secured Claims) are impaired. On the Effective Date, RSS shall receive on account of its Secured Claim the New Secured Promissory Note. In addition, if RSS votes its Claims in both Class 3A and 3B in favor of the Plan, and releases Abhijit Vasani and his other non-debtor entities of claims related to the Debtors, upon the Effective Date it shall

receive the release provided for in Section IV.D.3.b of this Plan and a parallel release from Mr. Vasani and his non-debtor entities in the form attached hereto as Exhibit III.C.1.

2. Class 3B Claims (RSS Unsecured Claims) are impaired. On the Effective Date, RSS shall receive on account of its unsecured claim the right to receive payment of the Exit Fee. In addition, if RSS votes its Claims in both Class 3A and 3B in favor of the Plan, does not object to confirmation of the Plan, and releases Abhijit Vasani and his other non-debtor entities of claims related to the Debtors, it shall receive the release provided for in Section IV.D.3.b of this Plan from the Debtors and a parallel release from Mr. Vasani and his non-debtor entities in the form attached hereto as Exhibit III.C.1.

3. Class 4 Claims (Itria Claims) are impaired. On the Effective Date, Itria receives the right to participate pro-rata with Class 6 Claims in the Deferred General Unsecured Payments. If Itria, accepts the Itria Settlement and votes in favor of the Plan and does not object to its confirmation, it shall also receive (a) monthly payments in the respective amounts currently being paid under the Cash Collateral Orders by the Debtors and Mr. Vasani's nondebtor businesses, with such payments to continue until Itria receives the lump sum payment provided for in the next clause; (b) a lump sum payment of \$50,000 to be paid at the same time that RSS receives the last installment of the Exit Fee; (c) be entitled to keep all payments it has received from the Debtors after the Petition Date under the Cash Collateral Orders, and (d) receive the Settlement Release of Itria provided for in Section IV.C.3.c in return for agreeing to cap its claims against nondebtors under the funding agreements that give rise to Itria's claims in the amount of \$250,000. In no event shall Itria be able to receive more than the total amount claimed in its proof of claims against the Debtors.

4. Class 6 Claims (General Unsecured Claims) are impaired. Each holder of an Allowed Claim in Class 6 shall receive a Pro Rata share of the Deferred General Unsecured Payments when taking into account the Class 4 Claim held by Itria.

5. Class 7 Claims (Convenience Claims) are impaired. On the Effective Date, each holder of a Convenience Claim in Class 7 shall receive 20% of the Allowed Amount of such claim in Cash.

6. Class 8 Claims (InnVite Hospitality Claims) are impaired. If the New Equity Investor becomes the new owner of S&G and the Management Agreement is assumed, the InnVite Settlement will be consummated and InnVite will receive the release provided for in Section IV.D.3.d of the Plan. Otherwise, InnVite shall receive a 100% interest in the Litigation Trust in satisfaction of its claims for rejection of the Management Agreement.

7. Class 9 Claims (Intercompany Claims) are impaired. No property shall be distributed to or retained by the holders of Allowed Claims in Class 9 on account of such Claims.

8. Class 10 Claims (Hilton Claims) are impaired. The Hilton Claims shall receive the treatment provided for by Section V.B.2 of the Plan.

9. Class 12 Interests (Old S&G Common Stock) are impaired. No property will be distributed to or retained by the holders of Allowed Interests and Claims in Class 12 on account of such Interests or Claims, such Interests will be canceled on the Effective Date.

D. Special Provisions Regarding the Treatment of Secondary Liability Claims.

The classification and treatment of Allowed Claims under the Plan take into consideration all Secondary Liability Claims and the merger of all such claims into a single obligation pursuant to the substantive consolidation in Article VIII. As such, no distributions will be made in respect of any Secondary Liability Claims, and all such Claims shall be disallowed.

**ARTICLE IV.
MEANS FOR IMPLEMENTATION OF THE PLAN**

A. Continued Corporate Existence and Vesting of Assets in the Reorganized Debtors

Except as otherwise provided herein, each Debtor will, as a Reorganized Debtor, continue to exist after the Effective Date as a separate corporate entity entitled to all of the benefits and protections provided in the Confirmation Order, with all the powers of a corporation under applicable law and without prejudice to any right to alter or terminate such existence (whether by merger, dissolution or otherwise) under applicable state law. Except as otherwise provided herein, as of the Effective Date, all property of the Estate of a Debtor, and any property acquired by a Debtor or Reorganized Debtor under the Plan, will vest in such Reorganized Debtor, free and clear of all Claims, liens, charges, other encumbrances and Interests. On and after the Effective Date, each Reorganized Debtor may operate its business and may use, acquire and dispose of property and compromise or settle any Claims without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan or the Confirmation Order. Without limiting the foregoing, each Reorganized Debtor may pay the charges that it incurs on or after the Effective Date for Professionals' fees, disbursements, expenses or related support services (including fees relating to the preparation of Professional fee applications) without application to the Bankruptcy Court.

B. Recapitalization of S&G

On the Effective Date, the existing equity in S&G will be cancelled and, in return for the provision of the New Equity Infusion, the New Equity Investors or the Overbidding Equity Investor shall receive all of the Common Stock of Reorganized S&G.

C. Corporate Governance, Directors and Officers, Employment-Related Agreements and Compensation Programs

1. Certificates of Incorporation and Bylaws

As of the Effective Date, the certificates of incorporation or operating agreements of the Reorganized Debtors will be substantially in the forms set forth in Exhibits IV.C.1.a and IV.C.1.b, respectively. The certificates of incorporation and bylaws (or comparable constituent documents) of each Reorganized Debtor, among other things, will: (a) prohibit the issuance of nonvoting equity securities to the extent required by section 1123(a) of the Bankruptcy Code; and (b) in the case of Reorganized S&G, effective immediately after the cancellation of the Old S&G Common Stock as set forth in Section IV.B and Section IV.E of this Plan, authorize the issuance

of New Common Stock to the New Equity Investors or the Overbidding Equity Investor, as the case may be, in return for the New Equity Infusion.

2. Directors and Officers of the Reorganized Debtor

Subject to any requirement of Bankruptcy Court approval pursuant to section 1129(a)(5) of the Bankruptcy Code, the initial officers and the initial board of directors of each of the Reorganized Debtors will be identified on, or designated pursuant to the procedures specified on, the attached Exhibit IV.C.2. Each such officer and director will serve from and after the Effective Date until his or her successor is duly elected or appointed and qualified or until his or her earlier death, resignation or removal in accordance with the terms of the certificate of incorporation and bylaws (or comparable constituent documents) of the respective Reorganized Debtor and applicable state law.

D. Preservation of Rights of Action; Settlement Agreements and Releases

1. Preservation of Rights of Action by the Debtors and the Reorganized Debtors

Except as provided in the Plan or in any contract, instrument, release or other agreement entered into or delivered in connection with the Plan, in accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors (if the New Equity Investors are selected to make the New Equity Infusion) or the Litigation Trust (if an Overbidding Equity Investor is selected to make the New Equity Infusion) that the Debtors or the Estates may hold against any entity, including, without limitation, the Retained Actions set forth in the attached Exhibit IV.D.1, to the extent not released under Section IV.D.3 of this Plan. Each Reorganized Debtor, the Litigation Trust, or their successors may pursue such retained claims, demands, rights or causes of action, as appropriate, in accordance with the best interests of such Reorganized Debtor, the Creditors receiving distribution from the Litigation Trust, or its successor holding such claims, demands, rights or causes of action.

2. Creation of Litigation Trust

If the New Equity Investors do not submit the successful bid for the New Equity Infusion, on the Effective Date the Litigation Trust shall be created and the Retained Actions shall be conveyed to the Litigation Trust along with \$25,000 in cash. Abhijit Vasani shall be appointed trustee of the Litigation Trust.

3. Releases

a. General Release by Holders of Claims or Interests That Vote in Favor of the Plan

As of the Effective Date, in consideration for the obligations of the Debtors and the Reorganized Debtors under the Plan and the cash, New Secured Promissory Note and other contracts, instruments, releases, agreements or documents to be entered into or delivered in connection with the Plan, each holder of a Claim or Interest that votes in favor of the Plan will be deemed to forever release, waive and discharge all claims (including Derivative Claims), obligations, suits, judgments, damages, demands, debts, rights, causes of action and liabilities

(other than the right to enforce the Debtors' and the Reorganized Debtors' obligations under the Plan and the contracts, instruments, releases, agreements and documents delivered thereunder), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising in law, equity or otherwise, that are based in whole or in part on any act, omission, transaction or other occurrence taking place on or prior to the Effective Date in any way relating to a Debtor, the Chapter 11 Cases or the Plan or the Disclosure Statement (collectively, the "**Released Claims**") that such entity has, had or may have against any of the Debtors (which release will be in addition to the discharge of Claims and termination of Interests provided herein and under the Confirmation Order and the Bankruptcy Code).

b. Settlement Release of RSS by Debtors

If RSS votes in favor of the Plan, and does not object to confirmation of the Plan, on the Effective Date the Debtors shall release the RSS Related Parties of all claims (including Derivative Claims), obligations, suits, judgments, damages, demands, debts, rights, causes of action and liabilities (other than the right to enforce RSS's obligations under the New Secured Promissory Note or under the Plan and the contracts, instruments, releases, agreements and documents delivered thereunder), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising in law, equity or otherwise, that are based in whole or in part on any act, omission, transaction or other occurrence taking place on or prior to the Effective Date in any way relating to a Debtor, the Chapter 11 Cases or the Plan or the Disclosure Statement (the "**Settlement Release of RSS**"). If the Debtors provide the Settlement Release of RSS, Mr. Vasani and his non-debtor entities shall also provide the release provided for in the attached Exhibit III.C.

c. Settlement Release of Itria by Debtors

If Itria votes in favor of the Plan, and does not object to confirmation of the Plan, on the Effective Date the Debtors shall release the Itria Related Parties of all claims (including Derivative Claims), obligations, suits, judgments, damages, demands, debts, rights, causes of action and liabilities (other than the right to enforce Itria's obligations under the Plan and the contracts, instruments, releases, agreements and documents delivered thereunder), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising in law, equity or otherwise, that are based in whole or in part on any act, omission, transaction or other occurrence taking place on or prior to the Effective Date in any way relating to a Debtor, the Chapter 11 Cases or the Plan or the Disclosure Statement (the "**Settlement Release of Itria**").

d. Settlement Release of InnVite Hospitality

If the New Equity Investors become the sole owner of S&G on the Effective Date and the Management Agreement with InnVite Hospitality is assumed the Debtors shall release InnVite Hospitality of all claims (including Derivative Claims), obligations, suits, judgments, damages, demands, debts, rights, causes of action and liabilities (other than the right to enforce InnVite Hospitality's obligations under the Plan and the contracts, instruments, releases, agreements and documents delivered thereunder), whether liquidated or unliquidated, fixed or

contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising in law, equity or otherwise, that are based in whole or in part on any act, omission, transaction or other occurrence taking place on or prior to the Effective Date in any way relating to a Debtor, the Chapter 11 Cases or the Plan or the Disclosure Statement (the “**Settlement Release of InnVite**”).

e. Injunction Related to Releases

As further provided in Section XI.B of this Plan, the Confirmation Order will permanently enjoin the commencement or prosecution by any entity or person, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action or liabilities released pursuant to the Plan, including pursuant to the releases in this Section IV.D.3.

E. Cancellation and Surrender of Instruments, Securities and Other Documentation

Except as provided in any contract, instrument or other agreement or document entered into or delivered in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to Article III, the Prepetition Loan Agreement will be canceled and of no further force and effect, without any further action on the part of the Debtors or the Reorganized Debtors. The Old S&G Common Stock shall be deemed terminated and canceled and of no further force and effect on the Effective Date without any further action on the part of S&G or any other entity. The holders of or parties to such canceled instruments, securities and other documentation will have no rights arising from or relating to such instruments, securities and other documentation or the cancellation thereof, except the rights provided pursuant to the Plan.

F. Release of Liens

Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to Article III of this Plan, all mortgages, deeds of trust, liens or other security interests against the property of any Estate other than those of RSS and the SBA will be fully released and discharged, and all of the right, title and interest of any holder of such mortgages, deeds of trust, liens or other security interests, including any rights to any collateral thereunder, will revert to the applicable Reorganized Debtor and its successors and assigns. As of the Effective Date, the Reorganized Debtors shall be authorized to file on behalf of creditors Form UCC-3s or other forms as may be necessary to implement the provisions of this Section IV.F. As of the Effective Date, the Reorganized Debtors shall be authorized to file the Restated Senior Secured Mortgages evidencing the restatement of the liens of RSS in connection with its receipt of the New Secured Promissory Note.

G. Effectuating Documents; Further Transactions; Exemption from Certain Transfer Taxes

The President of each Debtor or Reorganized Debtor will be authorized to execute, deliver, file or record such contracts, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and implement the provisions

of the Plan. Pursuant to section 1146(c) of the Bankruptcy Code, the following will not be subject to any stamp Tax, real estate transfer Tax or similar Tax: (1) the issuance, transfer or exchange of New Common Stock; (2) the creation of any mortgage, deed of trust, lien or other security interest; or (3) the assumption or assignment of any executory contract.

**ARTICLE V.
TREATMENT OF EXECUTORY CONTRACTS
AND UNEXPIRED LEASES**

A. Executory Contracts and Unexpired Leases to Be Assumed or Assumed and Assigned

1. Assumption and Assignment Generally

Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document entered into in connection with the Plan, on the Effective Date, pursuant to section 365 of the Bankruptcy Code, the applicable Debtor will assume or assume and assign, as indicated, each of the Executory Contracts and Unexpired Leases listed on the attached Exhibit V.A; *provided, however*, that the Debtors reserve the right, at any time prior to the Effective Date, to amend Exhibit V.A to: (a) delete any Executory Contract or Unexpired Lease listed therein (other than the Hampton Franchise Agreement), thus providing for its rejection pursuant to Section V.C of this Plan; or (b) add any Executory Contract or Unexpired Lease thereto, thus providing for its assumption or assumption and assignment pursuant to this Section V.A.1. The Debtors will provide notice of any amendments to Exhibit V.A to the parties to the Executory Contracts or Unexpired Leases affected thereby and to the parties on the then-applicable service list in the Chapter 11 Cases. Each contract and lease listed on Exhibit V.A will be assumed only to the extent that any such contract or lease constitutes an Executory Contract or Unexpired Lease. Listing a contract or lease on Exhibit V.A will not constitute an admission by a Debtor or Reorganized Debtor that such contract or lease is an Executory Contract or Unexpired Lease or that a Debtor or Reorganized Debtor has any liability thereunder.

2. Approval of Assumptions

The Confirmation Order will constitute an order of the Bankruptcy Court approving the assumptions described in this Section V.A and in Section V.D of this Plan, pursuant to section 365 of the Bankruptcy Code, as of the Effective Date. An order of the Bankruptcy Court entered on or prior to the Confirmation Date, which may be included as part of the Confirmation Order, will specify the procedures for providing to each party whose Executory Contract or Unexpired Lease is being assumed or assumed and assigned pursuant to the Plan notice of: (a) the contract or lease being assumed or assumed and assigned; (b) the Cure Amount Claim, if any, that the applicable Debtor believes it would be obligated to pay in connection with such assumption; and (c) the procedures for such party to object to the assumption or assumption and assignment of the applicable contract or lease or the amount of the proposed Cure Amount Claim. If an objection to a proposed assumption or assumption and assignment is not resolved in favor of the Debtors or the Reorganized Debtors, the applicable Executory Contract or Unexpired Lease may be designated by the Debtors or the Reorganized Debtors for rejection, which shall be deemed effective as of the Effective Date.

B. Payments Related to the Assumption of Executory Contracts and Unexpired Leases

1. Executory Contracts Generally

To the extent that such Claims constitute monetary defaults, the Cure Amount Claims associated with each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan will be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, at the option of the Debtor assuming such contract or lease or the assignee of such Debtor, if any, (1) by payment of the Cure Amount Claim in cash on the Effective Date or (2) on such other terms as are agreed to by the parties to such Executory Contract or Unexpired Lease. Pursuant to section 365(b)(2)(D) of the Bankruptcy Code, no Cure Amount Claim shall be allowed for a penalty rate or other form of default rate of interest. If there is a dispute regarding (a) the amount of any Cure Amount Claim, (b) the ability of the applicable Debtor or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed or (c) any other matter pertaining to assumption or assumption and assignment of such contract or lease, the payment of any Cure Amount Claim required by section 365(b)(1) of the Bankruptcy Code will be made following the entry of a Final Order resolving the dispute and approving the assumption. For assumptions of Executory Contracts or Unexpired Leases between Debtors, the Reorganized Debtor assuming such contract may cure any monetary default (i) by treating such amount as either a direct or indirect contribution to capital or distribution (as appropriate) or (ii) through an intercompany account balance in lieu of payment in cash.

2. The Franchise Agreement for Lancaster Hospitality, LLC.

Notwithstanding any other conflicting provisions of the Plan or Disclosure Statement, the following provisions shall control with respect to: (i) the assumption of the Hampton Franchise Agreement by Lancaster and (ii) the treatment of the claims of Hilton against Lancaster under this Plan:

a. Acknowledgments. Lancaster acknowledges and affirms:

- i.** Hilton's predecessor and Lancaster entered into a Franchise Agreement dated February 27, 2015, including all amendments, riders, supplemental agreements, and assignments (collectively, the "**Hampton Franchise Agreement**"). Pursuant to the terms of the Hampton Franchise Agreement, Lancaster is authorized to operate its hotel at 2041 Schorrrway Drive NW, Lancaster, Ohio (the "**Hampton Inn Lancaster**") as a Hampton Inn & Suites by Hilton®. The Franchise Agreement is an executory contract within the meaning of section 365 of the Bankruptcy Code.
- ii.** As of the date of the filing of the petition initiating its bankruptcy proceeding, Lancaster was liable to Hilton in the amount of least \$27,895.50 (the "**Prepetition Hilton Indebtedness**") as set forth in the proof of claim filed by Hilton (the "**Hilton POC**") on October 31, 2023. Lancaster consents to the nature, extent and

validity of the Prepetition Hilton Indebtedness as set forth in the Hilton POC.

- iii. Post-petition, Lancaster has continued to hold the Hampton Inn Lancaster out to the public as a Hampton Inn & Suites by Hilton® hotel and Lancaster has generated revenue post-petition via the continued use of the intellectual property and franchise system of Hilton.
- iv. On March 25, 2024, Lancaster filed an adversary proceeding against Hilton seeking a declaratory judgment regarding the Franchise Agreement, Adv. Pro. 24-ap-02024, (the “**Lancaster Adversary Proceeding**”). On May 9, 2024, Hilton filed a motion to dismiss the Lancaster Adversary Proceeding (Adv. Proc. 24-ap-02024, Doc. No. 15). On June 7, 2024, Lancaster filed a motion for summary judgment in the Lancaster Adversary Proceeding (Adv. Proc. 24-ap-02024, Doc. No. 26). The Lancaster Adversary Proceeding was resolved by a stipulation and consent order dated August 5, 2024 (Adv. Proc. 24-ap-02024, Doc. No. 39) the “**Hampton Stipulated Order.**” The terms of the Hampton Stipulated Order are incorporated fully in the Plan.
- v. Lancaster (i) lacks any defense or set off as to the Hilton POC, and (ii) lacks any claims of any nature against Hilton.
- vi. The treatment of the claim set forth in the Hilton POC is impaired.

b. Assumption of Hampton Franchise Agreement. Notwithstanding any other conflicting provisions of the Plan, the following provisions shall control with respect to the assumption of the Franchise Agreement:

- i. **Assumption.** The Hampton Franchise Agreement is assumed by Lancaster pursuant to section 365(a) of the Bankruptcy Code effective as of the Effective Date.
- ii. **Post Confirmation Compliance.** Lancaster shall comply with all monetary and non-monetary post-petition obligations imposed under the Hampton Franchise Agreement. Pursuant to section 365(b)(1)(A) of the Bankruptcy Code, Lancaster is authorized and directed to pay Hilton all amounts which are or will become due by Lancaster under the Hampton Franchise Agreement post-petition. Any such indebtedness shall be paid in full and without compromise by Lancaster to Hilton as and when set forth in the Hampton Franchise Agreement. Lancaster’s default in the payment of post-petition amounts due shall constitute an event of

default under the Plan as well as the assumed Hampton Franchise Agreement.

c. Cure. Pursuant to section 365(b)(1) of the Bankruptcy Code, Lancaster Debtor shall cure all defaults under the Hampton Franchise Agreement as follows:

- i.** Pursuant to section 365(b)(1)(A) of the Bankruptcy Code, within three Business Days of the Effective Date, Lancaster shall pay Hilton \$27,895.50 on account of the Prepetition Hilton Indebtedness. Lancaster's default in the payment of the Prepetition Hilton Indebtedness as set forth herein shall constitute an event of default under the Plan as well as the assumed Hampton Franchise Agreement.
- ii.** Pursuant to section 365(b)(1)(B) of the Bankruptcy Code, the Hampton Franchise Agreement and applicable law, Lancaster is obligated to pay Hilton the attorney fees and expenses incurred by Hilton in connection with this bankruptcy proceeding and Adversary Proceeding (the "**Hilton Attorney Fee Indebtedness**"). As of July 31, 2024, the Hilton Attorney Fee Indebtedness totaled \$45,585.73, with additional amounts accruing thereafter. On the date of entry of the order confirming the Plan, Lancaster shall pay Hilton the full amount of the Hilton Attorney Fee Indebtedness, which amount shall be spelled out in the Confirmation Order.
- iii.** Pursuant to section 365(b)(1)(B) of the Bankruptcy Code, the Franchise Agreement and applicable law, the Lancaster is obligated to pay Hilton interest on the Prepetition Hilton Indebtedness. Such existing amount, together with all additional accruing interest on the Pre-petition Indebtedness as set forth under the Franchise Agreement, is referred to herein as the "**Interest Indebtedness**". Lancaster and Hilton agree that the Interest Indebtedness shall be due and payable by Lancaster to Hilton only if Lancaster commits an event of default under the Plan or Franchise Agreement, which default is not cured by Lancaster Debtor within any applicable cure period. In the event of such uncured default, Lancaster Debtor shall pay the Interest Indebtedness upon written demand from Hilton.
- iv.** Pursuant to section 365(b)(1)(C) of the Bankruptcy Code, Lancaster is obligated to provide adequate assurance of future performance under the Franchise Agreement. In connection with such obligation, on the Effective Date, Lancaster shall provide Hilton with a Guaranty of Payment and Performance of its obligations under the Hampton Franchise Agreement, in a form acceptable to Hilton, from S&G and Abhijit "Andy" Vasani. In addition, Lancaster agrees to and shall perform all items described in the Fixed Renovation Cycle Management plan dated August 5, 2024, a copy of which is attached

at Exhibit I.A.37 hereto. In accordance with the FRCM plan, Lancaster's designs and plans must be approved by Hilton, in Hilton's discretion, by December 31, 2025 and the scope of work action items under the FRCM plan must be completed by Lancaster by December 31, 2026.

d. Amendment to Hampton Franchise Agreement. Effective as of the Effective Date, subject to satisfaction of the obligations of Lancaster under Sections V.B.2.c.i and V.B.2.c.iv hereof, the Hampton Franchise Agreement is amended as follows:

- i.** The "Expiration Date" under the Franchise Agreement is extended to midnight on the last day of the month of the twenty-second anniversary of the "Effective Date" of the Franchise Agreement.
- ii.** Except as specifically set forth in this Section V.D.2.d, there are no amendments to the Franchise Agreement.

e. Release. Effective as of the Effective Date confirming the Plan, Lancaster shall be deemed to remise, waive, release and forever discharge Hilton and Hilton's directors, employees, agents, subsidiaries, affiliates, and attorneys (collectively, the "**Hilton Released Parties**"), of and from any and all manner of actions, causes of action, suits, debts, dues, agreements, obligations, liabilities, claims, accounts, damages and/or demands whatsoever, known or unknown, whether at law or in equity, or any other claims the Lancaster may have or could have against the Hilton Released Parties in existence as of or arising prior to the date of entry of the order confirming the Plan.

f. Support of Hilton. Hilton has agreed to vote to accept the Plan so long as same includes all the provisions of this Section and does not otherwise alter or treat any of Hilton's rights/claims.

C. Executory Contracts and Unexpired Leases to Be Rejected

On the Effective Date, except for an Executory Contract or Unexpired Lease that was previously assumed, assumed and assigned or rejected by an order of the Bankruptcy Court or that is assumed pursuant to Section V.A of this Plan, each Executory Contract and Unexpired Lease entered into by a Debtor prior to the Petition Date that has not previously expired or terminated pursuant to its own terms or an agreement among the parties will be rejected pursuant to section 365 of the Bankruptcy Code. The Executory Contracts and Unexpired Leases to be rejected will include the Executory Contracts and Unexpired Leases listed on the attached Exhibit V.C. Each contract and lease listed on Exhibit V.C will be rejected only to the extent that any such contract or lease constitutes an Executory Contract or Unexpired Lease. Listing a contract or lease on Exhibit V.C will not constitute an admission by a Debtor or Reorganized Debtor that such contract or lease is an Executory Contract or Unexpired Lease or that a Debtor has any liability thereunder. Any Executory Contract and Unexpired Lease not listed on Exhibit V.A and not previously assumed, assumed and assigned or rejected by an order of the Bankruptcy Court will be deemed rejected irrespective of whether such contract is listed on

Exhibit V.C. The Confirmation Order will constitute an order of the Bankruptcy Court approving such rejections, pursuant to section 365 of the Bankruptcy Code, as of the Effective Date.

D. Contracts and Leases Entered Into After the Petition Date

Contracts and leases entered into after the Petition Date by a Debtor, including any Executory Contracts and Unexpired Leases assumed by a Debtor, will be performed by such Debtor or Reorganized Debtor in the ordinary course of its business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

E. Rejection Damages

Any Claim arising from the rejection of an Executory Contract or Unexpired Lease will be treated as a Class 6 Claim.

F. Bar Date for Rejection Damages

Notwithstanding anything in the Bar Date Order to the contrary, if the rejection of an Executory Contract or Unexpired Lease gives rise to a Claim (including any Claims arising from those indemnification obligations described in Section V.G.2 of this Plan) by the other party or parties to such contract or lease, such Claim will be forever barred and will not be enforceable against the Debtors, the Reorganized Debtors, their respective successors or their respective properties unless a proof of Claim is Filed and served on the Reorganized Debtors, pursuant to the procedures specified in the Confirmation Order and the notice of the entry of the Confirmation Order or another order of the Bankruptcy Court, as applicable. Upon the rejection of an Executory Contract or Unexpired Lease, notice of the applicable bar date for Filing rejection damage Claims will be served on the non-Debtor party or parties to such agreement, which may be part of the Confirmation Notice or may be given by serving the Bankruptcy Court's Order establishing such Bar Date.

G. Obligations to Indemnify Directors, Officers and Employees

1. The obligations of each Debtor or Reorganized Debtor to indemnify any person who has served as one of its directors, officers or employees at any time on or after the Petition Date and who is still serving as a director, officer or employee of a Debtor on the Confirmation Date by reason of such person's prior or future service in such a capacity or as a director, officer or employee of another corporation, partnership or other legal entity, to the extent provided in the applicable certificates of incorporation, by-laws or similar constituent documents, by statutory law or by written agreement, policies or procedures of or with such Debtor, will be deemed and treated as executory contracts that are assumed by the applicable Debtor or Reorganized Debtor pursuant to the Plan and section 365 of the Bankruptcy Code as of the Effective Date. Accordingly, such indemnification obligations will survive and be unaffected by entry of the Confirmation Order, irrespective of whether such indemnification is owed for an act or event occurring before or after the Petition Date.

2. The obligations of each Debtor or Reorganized Debtor to indemnify any person who, as of the Petition Date, was no longer serving as a director, officer or employee of such

Debtor or Reorganized Debtor, which indemnity obligation arose by reason of such person's prior service in any such capacity or as a director, officer or employee of another corporation, partnership or other legal entity, whether provided in the applicable certificates of incorporation, by-laws or similar constituent documents, by statutory law or by written agreement, policies or procedures of or with such Debtor, will be terminated and be discharged pursuant to section 502(e) of the Bankruptcy Code or otherwise, as of the Effective Date; *provided, however*, that to the extent that such indemnification obligations no longer give rise to contingent Claims that can be disallowed pursuant to section 502(e) of the Bankruptcy Code, such indemnification obligations will be deemed and treated as executory contracts that are rejected by the applicable Debtor pursuant to the Plan and section 365 of the Bankruptcy Code, as of the Effective Date, and any Claims arising from such indemnification obligations (including any rejection damage claims) will be subject to the bar date provisions of Section V.F of this Plan and, if timely filed, will be treated as Class 6 Claims.

ARTICLE VI. PROVISIONS GOVERNING DISTRIBUTIONS

A. Distributions for Claims Allowed as of the Effective Date

1. Distributions to Be Made on the Effective Date

Except as otherwise provided in this Article VI, distributions of Cash and other property under the Plan to be made on the Effective Date will be deemed made on the Effective Date if made on the Effective Date or as promptly thereafter as practicable, but in any event no later than: (a) 30 days after the Effective Date or (b) such later date when the applicable conditions of Section V.B (regarding cure payments for Executory Contracts and Unexpired Leases being assumed), Section VI.B.2 (regarding undeliverable distributions) or Section VII.C of this Plan (regarding claims that become allowed after the Effective Date). All distributions to holders of Allowed Claims in Classes entitled to distributions under this Plan shall be allocated first to the principal amount of the holder's Allowed Claim and, only if the entire principal amount of the holder's Allowed Claim has been paid, then to any unpaid fees and expenses associated with any such Allowed Claim and then to the unpaid pre-Effective Date interest (if any) on such Allowed Claim.

B. Delivery of Distributions and Undeliverable or Unclaimed Distributions

1. Delivery of Distributions

Except as provided in Section VI.B.2 of this Plan, distributions to holders of Allowed Claims will be made by the Debtors: (a) at the addresses set forth on the respective proofs of Claim Filed by holders of such Claims; (b) at the addresses set forth in any written certification of address change delivered to the Debtors (including pursuant to a letter of transmittal delivered to the Debtors) after the date of Filing of any related proof of Claim; or (c) at the addresses reflected in the applicable Debtor's Schedules if no proof of Claim has been Filed and the Debtors have not received a written notice of a change of address. Notwithstanding the foregoing, no distributions shall be mailed to addresses for which mail has previously been returned to the Debtors or the Bankruptcy Noticing Center as undeliverable.

2. Undeliverable Distributions Held by Debtors

a. Holding and Investment of Undeliverable Distributions;

Subject to Section VI.B.2.b of this Plan, distributions returned to the Debtors or otherwise undeliverable will remain in the possession of the Debtors pursuant to this Section VI.B.2.a until such time as a distribution becomes deliverable.

b. Failure to Claim Undeliverable Distributions

Any holder of an Allowed Claim that does not assert a claim pursuant to the Plan for an undeliverable distribution to be made by the Debtors within two years after the later of (i) the Effective Date and (ii) the last date on which a distribution was deliverable to such holder will have its claim for such undeliverable distribution discharged and will be forever barred from asserting any such claim against the Reorganized Debtors. Nothing contained in the Plan will require any Debtor or Reorganized Debtor to attempt to locate any holder of an Allowed Claim.

C. Distribution Record Date

i. The Debtors will have no obligation to recognize the transfer of, or the sale of any participation in, any Allowed Claim that occurs after the close of business on the Distribution Record Date and will be entitled for all purposes herein to recognize and make distributions only to those holders of Allowed Claims that are holders of such Claims, or participants therein, as of the close of business on the Distribution Record Date.

ii. Except as otherwise provided in a Final Order of the Bankruptcy Court, the transferees of Claims that are transferred pursuant to Bankruptcy Rule 3001 on or prior to the Distribution Record Date will be treated as the holders of such Claims for all purposes, notwithstanding that any period provided by Bankruptcy Rule 3001 for objecting to such transfer has not expired by the Distribution Record Date.

D. Means of Cash Payments

Except as otherwise specified herein, cash payments made pursuant to the Plan will be in U.S. currency by checks drawn on a domestic bank selected by the Debtors or by wire transfer from a U.S. bank.

E. Compliance with Tax Requirements

1. In connection with the Plan, to the extent applicable, each Debtor will comply with all Tax withholding and reporting requirements imposed on it by any governmental unit, and all distributions pursuant to this Plan will be subject to applicable withholding and reporting requirements. Each Debtor will be authorized to take any actions that may be necessary or appropriate to comply with those withholding and reporting requirements, including requiring recipients to fund the payment of such withholding as a condition to delivery.

2. Notwithstanding any other provision of this Plan, each entity receiving a distribution of cash or other property under the Plan will have sole and exclusive responsibility for

the satisfaction and payment of any Tax obligations imposed on it by any governmental unit on account of the distribution, including income, withholding and other Tax obligations.

F. Setoffs

Except with respect to claims of a Debtor or Reorganized Debtor released pursuant to this Plan or any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, the Reorganized Debtors may, pursuant to section 553 of the Bankruptcy Code or applicable nonbankruptcy law, set off against any Allowed Claim and the distributions to be made pursuant to this Plan on account of the Claim (before any distribution is made on account of the Claim) the claims, rights and causes of action of any nature that the applicable Debtor or Reorganized Debtor may hold against the holder of the Allowed Claim; *provided* that neither the failure to effect a setoff nor the allowance of any Claim hereunder will constitute a waiver or release by the applicable Debtor or Reorganized Debtor of any claims, rights and causes of action that the Debtor or Reorganized Debtor may possess against the Claim holder.

**ARTICLE VII.
PROCEDURES FOR RESOLVING DISPUTED CLAIMS**

A. Prosecution of Objections to Claims

1. Objections to Claims

All objections to Claims must be Filed and served on the holders of such Claims by the Claims Objection Bar Date, and, if Filed prior to the Effective Date, such objections will be served on the parties on the then-applicable special service list in the Chapter 11 Cases. If an objection has not been Filed to a proof of Claim or a scheduled Claim by the Claims Objection Bar Date, the Claim to which the proof of Claim or scheduled Claim relates will be treated as an Allowed Claim if such Claim has not been allowed earlier and is not otherwise a Disputed Claim.

2. Authority to Prosecute Objections

After the Confirmation Date, only the Debtors, the Reorganized Debtors will have the authority to File, settle, compromise, withdraw or litigate to judgment objections to Claims, provided, however, that if the Litigation Trust is created and funded it shall have the sole and exclusive authority to File, settle, compromise, withdraw, or litigate to judgment any objections to Claims belonging to the Parties against whom the Retained Actions may be asserted. After the Effective Date, the Reorganized Debtors or the Litigation Trust (with respect to Claims belonging to persons against whom the Retained Actions may be asserted) may settle or compromise any Disputed Claim without approval of the Bankruptcy Court.

B. Treatment of Disputed Claims

Notwithstanding any other provisions of the Plan, no payments or distributions will be made on account of a Disputed Claim until such Claim becomes an Allowed Claim.

C. Distributions on Account of Disputed Claims Once Allowed

Within 30 days of any Disputed Claim becoming an Allowed Claim, the Debtors shall make the applicable distribution required under this Plan.

**ARTICLE VIII.
SUBSTANTIVE CONSOLIDATION OF THE DEBTORS**

A. Pursuant to the Confirmation Order, the Bankruptcy Court shall approve the substantive consolidation of the Debtors for the purpose of implementing the Plan, including for purposes of voting, Confirmation and distributions to be made under the Plan. Pursuant to such order: (1) all assets and liabilities of the Debtors will be deemed merged; (2) all guarantees by one Debtor of the obligations of any other Debtor will be deemed eliminated so that any Claim against any Debtor and any guarantee thereof executed by any other Debtor and any joint or several liability of any of the Debtors will be deemed to be one obligation of the consolidated Debtors; and (3) each and every Claim Filed or deemed Filed by or on behalf of a single creditor in a single Class of Claims against any of the Debtors will be deemed a single Claim Filed against the Debtors. Such substantive consolidation (other than for the purpose of implementing this Plan) will not affect the legal and corporate structures of the Debtors.

B. This Plan will serve as a motion seeking entry of an order substantively consolidating the Debtors, as described and to the limited extent set forth in Section VIII.A above. Unless an objection to such substantive consolidation is made in writing by any creditor or claimant affected by this Plan, Filed with the Bankruptcy Court and served on the Debtors in accordance with any deadlines set by the Local Rules or such other date as may be fixed by the Bankruptcy Court, the substantive consolidation order (which may be the Confirmation Order) may be entered by the Bankruptcy Court. In the event any such objections are timely Filed, a hearing with respect thereto will occur at the Confirmation Hearing.

**ARTICLE IX.
CONDITIONS PRECEDENT TO CONFIRMATION
AND CONSUMMATION OF THE PLAN**

A. Conditions to Confirmation

The Bankruptcy Court will not be requested to enter the Confirmation Order, unless and until the following conditions have been satisfied or duly waived pursuant to Section IX.C of this Plan:

- 1.** The Confirmation Order will be reasonably acceptable in form and substance to the Debtors.
- 2.** The Debtors shall have received a binding, unconditional commitment from the New Equity Investors for the New Equity Infusion.
- 3.** All Exhibits to the Plan are in form and substance reasonably satisfactory to the Debtors.

B. Conditions to the Effective Date

The Effective Date will not occur, and the Plan will not be consummated unless and until the following conditions have been satisfied or duly waived pursuant to Section IX.C of this Plan:

1. The Confirmation Order has been entered; has not been reversed; stayed, modified or amended; and has become a Final Order.

2. The Bankruptcy Court shall have entered an order (contemplated to be part of the Confirmation Order) approving and authorizing the Debtors and the Reorganized Debtors to take all actions necessary or appropriate to implement the Plan in form and substance acceptable to the Debtors.

C. Waiver of Conditions to the Confirmation or Effective Date

The conditions to confirmation and the conditions to the Effective Date may be waived by agreement of the Debtors without an order of the Bankruptcy Court.

D. Effect of Nonoccurrence of Conditions to the Effective Date

If each of the conditions to the Effective Date is not satisfied or duly waived in accordance with Section IX.C of this Plan, then upon motion by the Debtors or any party in interest made before the time that each of such conditions has been satisfied and upon notice to such parties in interest as the Bankruptcy Court may direct, the Confirmation Order will be vacated by the Bankruptcy Court. If the Confirmation Order is vacated pursuant to this Section IX.D, (1) the Plan will be null and void in all respects, including with respect to: (a) the discharge of Claims and termination of Interests pursuant to section 1141 of the Bankruptcy Code; (b) the assumptions of Executory Contracts and Unexpired Leases pursuant to Section V.A.1; and (c) the releases described in this Section IV.D; and (2) nothing contained in this Plan will: (a) constitute a waiver or release of any claims by or against, or any Interest in, any Debtor; or (b) prejudice in any manner the rights of the Debtors or any other party in interest.

**ARTICLE X.
CRAMDOWNS**

The Debtors request Confirmation under section 1129(b) of the Bankruptcy Code with respect to any impaired Class that has not accepted or is deemed not to have accepted the Plan pursuant to section 1126 of the Bankruptcy Code.

**ARTICLE XI.
DISCHARGE, TERMINATION, INJUNCTION
AND SUBORDINATION RIGHTS**

A. Discharge of Claims and Termination of Interests

1. Complete Satisfaction, Discharge and Release

Except as provided in this Plan or in the Confirmation Order, the rights afforded under the Plan and the treatment of Claims and Interests under this Plan will be in exchange for and in complete satisfaction, discharge and release of all Claims and termination of all Interests arising on or before the Effective Date, including any interest accrued on Claims from and after the Petition Date. Except as provided in the Plan or in the Confirmation Order, Confirmation will, as of the Effective Date and immediately after cancellation of the Old S&G Common Stock: (a) discharge the Debtors from all Claims or other debts that arose on or before the Effective Date, and all debts of the kind specified in section 502(g), 502(h), or 502(i) of the Bankruptcy Code, whether or not (i) a proof of Claim based on such debt is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code, (ii) a Claim based on such debt is allowed pursuant to section 502 of the Bankruptcy Code or (iii) the holder of a Claim based on such debt has accepted the Plan; and (b) terminate all Interests and other rights of equity security holders in the Debtors.

2. Discharge and Termination

In accordance with the foregoing, except as provided in this Plan or the Confirmation Order, the Confirmation Order will be a judicial determination, as of the Effective Date and immediately after the cancellation of the Old S&G Common Stock, but prior to the issuance of the New S&G Common Stock, of a discharge of all Claims and other debts and liabilities against the Debtors and a termination of all Interests and other rights of the holders of Interests in the Debtors, pursuant to sections 524 and 1141 of the Bankruptcy Code, and such discharge will void any judgment obtained against the Debtor at any time, to the extent that such judgment relates to a discharged Claim or terminated Interest; *provided, however*, that, notwithstanding the extinguishment of any such judgment, the existence of a validly entered judgment may be treated as evidence of the entitlement to a Claim in the Chapter 11 Cases, which Claim, subject to other applicable requirements (including the timely filing of a proof of Claim, if necessary), will be satisfied by the distribution, if any, provided under the Plan.

B. Injunctions

1. Claims Enjoined

Except as provided in the Plan or the Confirmation Order or agreed to by the Debtors or the Reorganized Debtors, as of the Effective Date all entities and persons that have held, currently hold or may hold a Claim or other debt or liability that is discharged or an Interest or other right of a holder of an Interest that is terminated pursuant to the terms of the Plan will be permanently enjoined from taking any of the following enforcement actions on account of any such discharged Claims, debts or liabilities or terminated Interests or rights: (a) commencing or continuing in any manner any action or other proceeding against any Debtor, any Reorganized Debtor or its respective property, other than to enforce

any right pursuant to the Plan to a distribution; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against any Debtor, any Reorganized Debtor or its respective property, other than as permitted pursuant to (a) above; (c) creating, perfecting or enforcing any lien or encumbrance against any Debtor, any Reorganized Debtor or its respective property; (d) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to any Debtor or any Reorganized Debtor; and (e) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan.

2. Enforcement Enjoined

As of the Effective Date, all entities and persons that have held, currently hold or may hold any claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action or liabilities that are released pursuant to the Plan will be permanently enjoined from taking any of the following actions against any released entity or its property on account of such released claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action or liabilities: (a) commencing or continuing in any manner any action or other proceeding; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order; (c) creating, perfecting or enforcing any lien or encumbrance; (d) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to any released entity; and (e) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan.

3. Consent to Injunction

By accepting distributions pursuant to the Plan, each holder of an Allowed Claim receiving distributions pursuant to the Plan will be deemed to have specifically consented to the injunctions set forth in Section XI.B.1 and Section XI.B.2 of this Plan.

C. Termination of Subordination Rights and Settlement of Related Claims and Controversies

1. Termination

The classification and manner of satisfying all Claims and Interests under the Plan take into consideration all subordination rights whether arising under general principles of equitable subordination, contract, section 510(c) of the Bankruptcy Code or otherwise, that a holder of a Claim or Interest may have against other Claim or Interest holders with respect to any distribution made pursuant to this Plan. All subordination rights that a holder of a Claim may have with respect to any distribution to be made pursuant to the Plan will be discharged and terminated, and all actions related to the enforcement of such subordination rights will be permanently enjoined. Accordingly, distributions pursuant to the Plan to holders of Allowed Claims will not be subject to payment to a beneficiary of such terminated subordination rights or to levy, garnishment, attachment or other legal process by a beneficiary of such terminated subordination rights.

2. General Settlement

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided under the Plan, the provisions of the Plan will constitute a good faith compromise and settlement of all claims or controversies relating to the subordination rights that a holder of a Claim may have with respect to any Allowed Claim or any distribution to be made pursuant to the Plan on account of any Allowed Claim. The entry of the Confirmation Order will constitute the Bankruptcy Court's approval, as of the Effective Date, of the compromise or settlement of all such claims or controversies and the Bankruptcy Court's finding that such compromise or settlement is in the best interests of the Debtors, the Reorganized Debtors and their respective property and Claim and Interest holders and is fair, equitable and reasonable.

3. Settlement with InnVite Hospitality

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided under the Plan, if the New Equity Investors become the sole owner of S&G on the Effective Date and the Management Agreement with InnVite Hospitality is assumed, InnVite Hospitality shall (a) provide the Reorganized Debtors a line of credit of up to \$400,000 with such repayment terms are specified by InnVite Hospitality to help fund working capital needs and the costs of the Fixed Revenue Cycle Management renovations with Hilton for the Hampton Inn Lancaster and (b) a release of all claims InnVite Hospitality has arising before the Effective Date under the Management Agreement. In return the Debtors shall provide InnVite Hospitality the Settlement Release of InnVite provided in Section IV.D.3.d of this Plan. The entry of the Confirmation Order will constitute the Bankruptcy Court's approval, as of the Effective Date, of the compromise or settlement of this settlement and that it is in the best interests of the Debtors, the Reorganized Debtors and their respective property and Claim and Interest holders and is fair, equitable and reasonable.

4. Preservation of Subordination under Section 510(b)

Notwithstanding the foregoing, the provisions of section 510(b) of the Bankruptcy Code, to the extent applicable to Claims against the Debtors, are expressly preserved.

ARTICLE XII. RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court will retain such jurisdiction over the Chapter 11 Cases after the Effective Date as is legally permissible, including jurisdiction to:

1. Allow, disallow, determine, liquidate, classify, reclassify, estimate or establish the priority or secured or unsecured status of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any objections to the allowance, priority or classification of Claims or Interests;

2. Grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or the Plan for periods ending on or before the Effective Date;

3. Resolve any matters related to the assumption, assumption and assignment or rejection of any Executory Contract and Unexpired Lease to which any Debtor is a party or with respect to which any Debtor or Reorganized Debtor may be liable and to hear, determine and, if necessary, liquidate any Claims arising therefrom, including any Cure Amount Claims;

4. Ensure that distributions to holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;

5. Decide or resolve any motions, adversary proceedings, contested or litigated matters and any other matters and grant or deny any applications involving any Debtor, any Reorganized Debtor, or the Litigation Trust that may be pending on the Effective Date or brought thereafter;

6. Enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all contracts, instruments, releases and other agreements or documents entered into or delivered in connection with the Plan, the Disclosure Statement or the Confirmation Order;

7. Resolve any cases, controversies, suits or disputes that may arise in connection with the consummation, interpretation or enforcement of the Plan or any contract, instrument, release or other agreement or document that is entered into or delivered pursuant to the Plan or any entity's rights arising from or obligations incurred in connection with the Plan or such documents;

8. Modify the Plan before or after the Effective Date pursuant to section 1127 of the Bankruptcy Code; modify the Disclosure Statement, the Confirmation Order or any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, the Disclosure Statement or the Confirmation Order; or remedy any defect or omission or reconcile any inconsistency in any Bankruptcy Court order, the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release or other agreement or document entered into, delivered or created in connection with the Plan, the Disclosure Statement or the Confirmation Order, in such manner as may be necessary or appropriate to consummate the Plan;

9. Issue injunctions, enforce the injunctions contained in the Plan and the Confirmation Order, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any entity with consummation, implementation or enforcement of the Plan or the Confirmation Order;

10. Enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason or in any respect modified, stayed, reversed, revoked or vacated or distributions pursuant to the Plan are enjoined or stayed;

11. Determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, the Disclosure Statement or the Confirmation Order; and

12. Enter a final decree closing the Chapter 11 Cases.

ARTICLE XIII. MISCELLANEOUS PROVISIONS

A. Limitation of Liability/Exculpation

None of the Debtors, their officers, their directors, and the Debtors' Professionals (collectively, the "**Exculpated Parties**") shall have or incur any liability to any Holder of a Claim or Equity Interest, or other party in interest, or any of their respective members, officers, directors, employees, advisors, professionals, attorneys or agents or any of their successors and assigns, with respect to any Exculpated Claim, including, without limitation, any act or omission in connection with, related to, or arising out of, in whole or in part, the Debtors Chapter 11 Cases, except for willful misconduct, gross negligence, fraud or criminal misconduct as determined by a Final Order of a court of competent jurisdiction, and, in all respects, the Exculpated Parties shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under this Plan.

B. Modification of the Plan

Subject to the restrictions on modifications set forth in section 1127 of the Bankruptcy Code, the Debtors or the Reorganized Debtors, as applicable, reserve the right to alter, amend or modify the Plan before the Effective Date.

C. Revocation of the Plan

The Debtors reserve the right to revoke or withdraw this Plan prior to the Confirmation Date. If the Debtors revoke or withdraw this Plan, or if Confirmation does not occur, then the Plan will be null and void in all respects, and nothing contained in this Plan will: (1) constitute a waiver or release of any claims by or against, or any Interests in, any Debtor; (2) prejudice in any manner the rights of any Debtor or any other party in interest; or (3) constitute an admission of any sort by any Debtor or any other party in interest.

D. Severability of Plan Provisions

If, prior to Confirmation, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court will have the power to alter and interpret such term or provision to make it valid and enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision then will be applicable as altered or interpreted; *provided* that any such alteration or interpretation must be in form and substance acceptable to the Debtors. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Plan will remain in full force and effect and will in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order will constitute a judicial determination and will provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

E. Successors and Assigns

The rights, benefits and obligations of any entity named or referred to in this Plan will be binding on, and will inure to the benefit of, any heir, executor, administrator, successor or assign of such entity.

F. Service of Documents

Any pleading, notice or other document required by the Plan or the Confirmation Order to be served on or delivered to the Debtors or the Reorganized Debtors must be sent by overnight delivery service, courier service or messenger to:

1. The Debtors and the Reorganized Debtors

Abhijit Vasani
S&G Hospitality, Inc.,
P.O. Box 773
Columbus, OH 43235

David A. Beck, Esq.
Carpenter Lipps LLP
290 North High St., Suite 1300
Columbus, Ohio 43215

(Counsel to the Debtors and Reorganized Debtors)

2. The New Equity Investor

SDGD Enterprises LLC
939 North High Street, Apt. 303
Columbus, Ohio 43201

Gus Kallergis, Esq.
Bernstein Burkley, P.C.
1360 East Ninth Street, Suite 1250
Cleveland, Ohio 44114

(Counsel to SDGD Enterprises, LLC)

Dated: May 16, 2025

Respectfully submitted,

S&G Hospitality, Inc. on its own behalf and on
behalf of each Subsidiary Debtor

By: /s/ Abhijit Vasani
Name: Abhijit Vasani
Title: President, S&G Hospitality, Inc.

COUNSEL:

David A. Beck (OH 0072868)
beck@carpenterlipps.com
Carpenter Lipps LLP
280 N. High St., Suite 1300
Columbus, Ohio 43215
Telephone: (614) 365-4100
Facsimile: (614) 365-9145

ATTORNEYS FOR DEBTORS
AND DEBTORS IN POSSESSION

S&G Hospitality, Inc. Second Amended Plan Exhibit I.A.39

[Copy of Fixed Renovation Cycle Management Plan]

FRCM Scope: Soft

Inn Code: LHQOH
Hotel Name: Lancaster, OH
FRCM Notification Date: 4/5/2024
FRCM Design Approval Due Date: 12/31/2025
FRCM Renovation Due Date: 12/31/2026
Prepared By: Sean Sanders
Renovation Number: RENO-002300



FRCM
Fixed Renovation
Cycle Management

LOBBY AREA

ENTRANCE / VESTIBULE

Wall Finishes (VWC, Paint)	Replace	✓	Notes
----------------------------	---------	---	-------

LOBBY

Carpet, Pad, & Base	Replace	✓	Notes
Wall Finishes (VWC, Paint)	Replace	✓	
Window Treatments (Drapery, Sheers)	Replace	✓	
Artwork / Decorative Accessories	Replace	✓	
Plug-in Lighting / Lamps	Replace	✓	
Upholstered Furniture & Decorative Pillows	Replace	✓	QA: Noted.
Banquettes	Reupholster	✓	
Dining Chairs & Bar Height Chairs	Replace	✓	QA: Noted.
Dining Tables (Laminate Tops)	Replace	✓	QA: Noted.
Dining Tables (Natural & Stone Tops)	Restore	✓	QA: Noted.
Millwork*	Restore	✓	
Casegoods†	Restore	✓	

REGISTRATION

Carpet, Pad, & Base	Replace	✓	Notes
Wall Finishes (VWC, Paint)	Replace	✓	
Millwork*	Restore	✓	QA: Noted.

MARKET / RETAIL

Wall Finishes (VWC, Paint)	Replace	✓	Notes
Millwork*	Restore	✓	

PUBLIC RESTROOMS

PUBLIC RESTROOMS

Wall Finishes (VWC, Paint)	Replace	✓	Notes
----------------------------	---------	---	-------

FOOD & BEVERAGE

COMP FACILITIES

Wall Finishes (VWC, Paint)	Replace	✓	Notes
Millwork*	Restore	✓	
Casegoods†	Restore	✓	

MEETING FACILITIES

MEETING ROOMS

Carpet, Pad, & Base	Replace	✓	Notes
Wall Finishes (VWC, Paint)	Replace	✓	
Window Treatments (Drapery, Sheers)	Replace	✓	
Artwork / Decorative Accessories	Replace	✓	
Stack Chairs	Replace	✓	
Millwork*	Restore	✓	

BUSINESS CENTER

Wall Finishes (VWC, Paint)	Replace	✓	Notes
Task Chair	Replace	✓	
Millwork*	Restore	✓	

FITNESS			Notes
Flooring & Base (Resilient, Rubber)	Replace	✓	
Wall Finishes (VWC, Paint)	Replace	✓	
Artwork / Graphics	Replace	✓	
Towel Storage Unit	Restore	✓	
Fitness Equipment - Cardio	Replace	✓	QA: Noted.

CIRCULATION

CORRIDORS & VENDING			Notes
Carpet, Pad, & Base	Replace	✓	QA: Noted.
Wall Finishes (VWC, Paint)	Replace	✓	QA: Noted.
Window Treatments (Drapery, Sheers)	Replace	✓	

GUEST LAUNDRY			Notes
Wall Finishes (VWC, Paint)	Replace	✓	

ELEVATOR LOBBIES			Notes
Carpet, Pad, & Base	Replace	✓	
Wall Finishes (VWC, Paint)	Replace	✓	
Artwork / Decorative Accessories	Replace	✓	

ELEVATORS			Notes
Carpet, Pad, & Base	Replace	✓	QA: Noted.

GUEST ROOMS / SUITES

BEDROOM / LIVING ROOM			Notes
Carpet, Pad, & Base	Replace	✓	
Wall Finishes (VWC, Paint)	Replace	✓	
Window Treatments (Drapery, Sheers, Roller Shades)	Replace	✓	
Artwork / Decorative Accessories	Replace	✓	
Mirrors	Replace	✓	
Plug-in Lighting / Lamps	Replace	✓	QA: Noted.
Upholstered Furniture & Decorative Pillows	Replace	✓	
Headboard Pad	Reupholster	✓	
Task Chair	Replace	✓	
Box Spring Covers & Accessible Bed Skirts	Replace	✓	
Valet Hanger	Add	✓	
Millwork*	Restore	✓	
Casegoods†	Restore	✓	QA: Noted.

BATHROOM			Notes
Wall Finishes (VWC, Paint)	Replace	✓	
Artwork / Decorative Accessories	Replace	✓	
Vanity Base	Restore	✓	

OTHER

BRAND PROGRAM ELEMENTS			Notes
Update wall graphic at front desk	Replace	✓	
Update wall graphic in entrance / vestibule	Replace	✓	
Install wall mounted valet in guest rooms	Add	✓	

Hampton Inn by Hilton FRCM DISCLAIMERS:

FRCM Scope is not inclusive of all tasks and replacements that may be required as part of a renovation, including:

1. All items currently graded by QA for Condition are the responsibility of the hotel to address.
2. The hotel must follow the current Hilton Global Design Services Approval Process, including the acquisition of a design professional, prior to commencing any renovation of guest-facing areas.
3. Consultation of the appropriate Brand Design Guide and/or Renovation Guide, available at designinformation.hilton.com, is recommended to assist with design direction and planning.
4. Coordination of pre-existing surfaces and furnishings must align with updated decor. Additional items may need to be addressed beyond the FRCM Scope to create a coordinated final presentation.
5. Surrounding area painting (i.e., door trim, doors, cornices, ceilings) are expected as part of routine maintenance and will need to coordinate with any new decor.
6. Switches, outlets, and covers are expected to be replaced at the appropriate time to maintain a "like-new" presentation.
7. FRCM does not address fire, life safety or ADA requirements, which remain the responsibility of the hotel to be current.
8. FRCM does not address the following areas. These remain the responsibility of the hotel to maintain in good condition:
 - Back-of-house
 - Stairwells
 - Pool Area
 - Exterior, Sidewalks, Porte Cochere, Landscaping
 - Doors / Door Hardware
 - Windows
 - Mechanical, PTACs/VTACs, Chillers
 - Ceiling Tile
 - Recessed Lighting Fixtures
 - Kitchen, Guest Laundry, & Retail Refrigeration Equipment
 - Meeting Room Projection and Sound Systems
9. Televisions, Fitness Equipment, and Mattresses each have their own replacement cycles per Brand Standards. They may be included in the FRCM Scope if they are past-due or due for replacement at the time of the renovation. The requirements will continue to be tracked by QA if off-cycle with FRCM and remain the responsibility of the hotel to be current.
10. Hilton defines the following terms as such. Please consult your AD&C Project Manager for further details:
 - Add: install a new item.
 - Convert: transform to a new function.
 - Expand: make larger or more extensive.
 - Reimage: create a new visual design of the item by replacing or fixing damaged areas, and then painting, staining, professionally refinishing, or recladding surfaces to be cohesive with other items.
 - Remove: eliminate the item.
 - Repair: return the item to its original condition by replacing or fixing damaged areas.
 - Replace: remove the item and change with a new item.
 - Restore: return the item to its original finish/condition by replacing or fixing damaged areas; removing scratches, dents, and water marks; and/or professionally refinishing surfaces.
 - Reupholster: update the item with a new cover material (and refill if needed) to bring to its original condition.

*Millwork includes all affixed solid furniture/finishes, including all columns, walls, bases, cabinets, counters, buffets, built-ins, wetbars/sinks, the front desk, and similar items.

†Casegoods includes all moveable solid furniture, including all tables, credenzas, consoles, buffets, backsplashes, headboards, nightstands, dressers, desks, and similar items.

**Accessories for Public Restrooms include all required items per Brand Standard 2503.00. H.

S&G Hospitality, Inc. Second Amended Exhibit I.A.61

[Form of New Secured Promissory Note]

SECURED PROMISSORY NOTE

\$11,000,000

Columbus, Ohio
[DATE MADE – Effective Date of Plan]

FOR VALUE RECEIVED, **BUCKEYE LODGING, LLC**, an Ohio limited liability company ("**Buckeye**"), **LANCASTER HOSPITALITY, LLC**, an Ohio limited liability company ("**Lancaster**"), and **SUNBURST HOTELS, LLC**, an Ohio limited liability company ("**Sunburst**"), collectively as maker, each having its principal place of business at 5955 E. Dublin Granville Road, New Albany, OH 43054 (collectively, "**Maker**"), hereby unconditionally promises to pay to the order of **RSS COMM2015-PC1 - OH BL, LLC**, as lender, having an address at [HOLDER ADDRESS] (together with its successors and/or assigns, "**Holder**"), or at such other place as the holder hereof may from time to time designate in writing, the principal sum of ELEVEN MILLION AND NO/100 DOLLARS (\$11,000,000.00), in lawful money of the United States of America, with interest thereon to be computed from the date of this Promissory Note (this "**Note**") at the rate of FIVE AND ONE HALF PERCENT (5.5%) per annum, in monthly installments as to fully satisfy the principal balance and interest within a term of three hundred sixty (360) months, to be paid in accordance with the terms of this Note.

This Note is made pursuant to that *Second Amended Joint Plan of Reorganization of S&G Hospitality, Inc. and its Debtor Subsidiaries*, Case No. 2:23-bk-52859, United States Bankruptcy Court, Southern District of Ohio, Eastern Division (the "**Plan**") and order of the Court approving the Plan dated [ORDER DATE]. This Note replaces that certain Promissory Note made by Sunburst, Buckeye, and Lancaster payable to the order of Jefferies Loancore LLC in the amount of \$11,550,000.00 dated as of February 27, 2015, as assigned, the obligations under which are being released pursuant to the Plan. All capitalized terms not defined herein shall have the respective meanings set forth in the Plan.

Maker hereby recognizes that the installment payments under this Note are insufficient to pay the outstanding principal and that a balloon payment shall be due at the end of the term of this Note if not fully satisfied before the end of the term.

ARTICLE 1: SECURITY INTEREST

This Note is secured by: (a) a mortgage recorded as Franklin County, Ohio Instrument Number 201503020025426, as assigned, for the real property owned by Sunburst at 7500 Vantage Drive, Columbus, Ohio 43235 ("**Quality Inn North**"); (b) an assignment of leases and rents recorded as Franklin County, Ohio Instrument Number 201503020025427, as assigned, for rents related to the Quality Inn North; (c) a mortgage and assignment of rents recorded as Franklin County, Ohio Instrument Number 201503020025422, as assigned, for the real property owned by Buckeye at 5125 Post Road, Dublin, OH 43017 ("**Red Roof Dublin**"); (d) a mortgage recorded as Fairfield County, Ohio Instrument Number 20150003290, as assigned, for the real property owned by Lancaster at 2041 Schorrway Drive NW, Lancaster, OH 43130 ("**Hampton Inn Lancaster**"); (e) an assignment of leases and rents recorded at Fairfield County, Ohio Instrument Number 20150003291, as assigned, for rents related to the Hampton Inn Lancaster; and (f) certain UCC statements filed by Jefferies Loancore LLC against Buckeye, Lancaster, and Sunburst as assigned. In conjunction with the delivery of this Note, the Quality Inn North, the Red Roof Dublin, and the Hampton Inn Lancaster are executing Amended and Restated Mortgages amending and restating the terms of the security documents and providing that they secure the payment of this Note. Those restated mortgages against the Quality Inn North, the Red Roof Dublin, and the Hampton Inn Lancaster, along with all assignments of rent and fixtures therefore, and the collateral covered by the UCC statements are referred to collectively herein as the "**Property**". The covenants of the Amended and Restated

mortgages given to secure the payment of this Note are hereby made a part of this instrument as if fully written herein.

ARTICLE 2: PAYMENT TERMS

Maker agrees to pay the principal sum of this Note and interest on the unpaid principal sum of this Note and all other amounts due under this Note from time to time outstanding, at the rate and time specified herein, beginning [FIFTH DAY OF THE MONTH IMMEDIATELY FOLLOWING THE EFFECTIVE DATE AS DEFINED BY THE PLAN], and continuing on the same day of each month thereafter for a period of sixty (60) months, where all outstanding principal and interest shall be due as indicated in Exhibit A, attached hereto and incorporated herein. Maker may pay any monthly installment in advance of the due date. Within seven business days of receiving a written request by Holder, Lender shall provide a payoff statement to Maker of all amounts required to satisfy the obligations under this Note and release the mortgages and other security instruments securing it, which shall also include a per diem in the event that a closing occurs later than the date of that statement, that the Holder is obligated to accept.

ARTICLE 3: DEFAULT AND ACCELERATION

So long as any obligations are outstanding hereunder, each of the following shall be considered an event of default under this Note (each, an “*Event of Default*”), and Maker shall give Holder five (5) days’ notice upon the occurrence of any such Event of Default.

- a. Maker’s failure to pay any installment on this Note when the same is due, or any part of such installment;
- b. Maker’s breach of any provision of the mortgages for the Property;
- c. Any permanent suspension or revocation of any license, accreditation, or regulatory approval required to conduct the business of Maker which would result in cessation of operations of the business
- d. Dissolution of or discontinuation of the active conduct of business of the Maker;
- e. A sale or other transfer of the ownership interest of Maker (by way of merger, consolidation, or other business combination or purchase of more than 50% of the membership interests of any of the foregoing);
- f. A transaction or series of transactions wherein Hampton Inn Lancaster generates less than \$5.5 million in net sale or refinance proceeds, and/or such proceeds are not allocated to the Hampton Inn Lancaster and \$5.5 million of those allocated sale or refinance proceeds are not used to pay down the outstanding principal of this Note.
- g. A transaction or series of transactions wherein Red Roof Dublin generates less than \$3.3 million in net sale or refinance proceeds, and/or such proceeds are not allocated to the Red Roof Dublin and \$3.3 million of those allocated sale or refinance proceeds are not used to pay down the outstanding principal of this Note.
- h. A transaction or series of transactions wherein Quality Inn North generates less than \$2.2 million in net sale or refinance proceeds, and/or such proceeds are not allocated to the Quality Inn North and \$2.2 million of those allocated sale or refinance proceeds are not used to pay down the outstanding principal of this Note.

- i. Failure by Maker to give Holder five (5) days' notice of any of the foregoing Events of Default.

Upon the occurrence of an Event of Default and once a 30-day period to cure elapses without the default being cured at any time and from time to time thereafter, in addition to any other rights or remedies available to it at law or in equity, Holder May take such action, with notice, that Holder deems advisable to protect and enforce its rights against Maker and in and to the Property; including declaring the Note to be immediately due and payable (including unpaid interest), with notice

ARTICLE 4: SAVINGS CLAUSE

Notwithstanding anything to the contrary contained herein: (a) all agreements and communications between Maker and Holder are hereby and shall automatically be limited so that, after taking into account all amounts deemed to constitute interest, the interest contracted for, charged or received by Lender shall never exceed the maximum non-usurious interest rate, if any, that at any time or from time to time may be contracted for, taken, reserved, charged or received on the indebtedness evidenced by this Note and as provided for herein, under the laws of such State or States whose laws are held by any court of competent jurisdiction to govern the interest rate provisions of the obligation (the "*Maximum Legal Rate*"); (b) in calculating whether any interest exceeds the Maximum Legal Rate, all such interest shall be amortized, prorated, allocated and spread over the full amount and term of all principal indebtedness of Maker to Holder; and (c) if through any contingency or event, Holder receives or is deemed to receive interest in excess of the Maximum Legal Rate, any such excess shall be deemed to have been applied toward the payment of the principal of any and all then outstanding indebtedness of Maker to Holder, or if there is no such indebtedness, shall immediately be returned to Maker.

ARTICLE 5: NO ORAL CHANGE

This Note may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Maker or Holder, but only by an agreement in writing signed by the party(ies) against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

ARTICLE 6: WAIVERS

Maker and all others who may become liable for the payment of all or any part of the obligations hereunder do hereby jointly and severally waive present and demand for payment, notice of dishonor, notice of intention to accelerate, notice of acceleration, protest and notice of protest and non-payment and all other notice of any kind. No release of any security for the obligations hereunder or extension of time for payment of this Note or any installment hereof, and no alteration, amendment or waiver of any provision of this Note, shall modify, amend, waive, extend, change, discharge, terminate or affect the liability of Maker or any other person who may become liable for payment of all or any part of the obligations under this Note. No notice to or demand on Maker shall be deemed to be a waiver of the obligation of Maker or of the right of Holder to take further action without further notice or demand as provided for in this Note. If Maker is a partnership or limited liability company, the agreements herein contained shall remain in force and be applicable, notwithstanding any changes in the individuals or entities comprising the partnership or limited liability company, and the term "Maker" as used herein shall include any alternate or successor partnership or limited liability company, but any predecessor partnership or limited liability company and its partners or members (to the extent such partners or members have liability) shall not thereby be released from any liability. If Maker is a corporation the agreements contained herein shall remain in full force and be applicable, notwithstanding any changes in the shareholders comprising, or the officers and directors relating to, the corporation, and the term "Maker" as used herein, shall include any alternative or successor

corporation, but any predecessor corporation shall not be relieved of liability hereunder. Nothing in the foregoing two sentences shall be construed as a consent to, or a waiver of, any prohibition or restriction or transfers of interests in such partnership, limited liability company a party to this Note.

ARTICLE 7: TRANSFER

Upon the transfer of this Note by Holder, Maker hereby waives notice of any such transfer, Holder may deliver all the collateral mortgaged, granted, pledged or assigned pursuant to the mortgages, assignments of rent, and UCC filings related to the Property, or any part thereof, to the transferee who shall thereupon become vested with all the rights herein or under applicable law given to Holder with respect thereto, and Holder shall thereafter forever be relieved and fully discharged from any liability or responsibility in the matter; but Holder shall retain all rights hereby given to it with respect to any liabilities and the collateral not so transferred.

ARTICLE 8: GOVERNING LAW; JURISDICTION; SERVICE OF PROCESS

(a) THIS NOTE WAS NEGOTIATED IN THE STATE OF OHIO, AND MADE MY MAKER AND ACCEPTED BY HOLDER IN THE STATE OF OHIO, AND THE PROCEEDS OF THIS NOTE DELIVERED PURSUANT HERETO WERE DISBURSED FROM THE STATE OF OHIO, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND THE UNDERLYING TRANSACTION EMBODIED HEREBY, AND IN ALL RESPECTS, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS NOTE AND OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUCTED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF OHIO APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE.

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST HOLDER OR MAKER ARISING OUT OF OR RELATING TO THIS NOTE SHALL BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN FRANKLIN COUNTY, OHIO AND MAKER WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND BORROWER HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING.

This Note shall be binding upon, and shall inure to the benefit of Maker and Holder and their respective successors and permitted assigns. Holder shall the right to assign or transfer its rights under this Note in connection with any assignment of the obligations under this Note. Any assignee or transferee of Holder shall be entitled to all the benefits afforded to Holder under this Note. Except as provided herein for a sale or refinance of the obligations in compliance with Article 3, paragraphs (f) – (h) hereof, Maker shall not have the right to assign or transfer its rights or obligations under this Note without the prior written consent of Holder, and any attempted assignment without such consent shall be null and void.

ARTICLE 9: NOTICES

All notices or other written communication hereunder shall be delivered as follows:

If to Holder:

With a copy to:

If to Maker:

Buckeye Lodging LLC, Lancaster Hospitality,
LLC, Sunburst Hotels, LLC

Attn: Abhijit Vasani
5955 E. Dublin Granville Road
New Albany, OH 43054

With a copy to:

David Beck
Carpenter Lipps LLP
280 N. High St., Suite 1300
Columbus, OH 43215

ARTICLE 10: JOINT AND SEVERAL LIABILITY

If Maker consists of more than one person, the obligations and liabilities of each such person constituting Maker hereunder and under the Property shall be joint and several.

ARTICLE 11: HOLDER OBLIGATIONS

In the event of any potential refinance or sale in compliance with in compliance with Article 3, paragraphs (f) – (h) hereof, Holder shall submit a payoff amount within three (3) business days of any written request therefor and shall submit a release of mortgage to be held in escrow by the title agent within five (5) business days of a written request therefor.

ARTICLE 12: BUSINESS PURPOSE

The undersigned, in addition to other consideration, hereby avers that in incurring the within obligation, Maker is engaged in a business purpose and is currently so engaged with respect to this transaction.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

IN WITNESS WHEREOF, Maker has duly executed this Note as of the day and year first written above.

BUCKEYE LODGING, LLC
an Ohio limited liability company

By: _____
Its: _____

LANCASTER HOSPITALITY, LLC
an Ohio limited liability company

By: _____
Its: _____

SUNBURST HOTELS, LLC
an Ohio limited liability company

By: _____
Its: _____

S&G Hospitality, Inc. Second Amended Plan Exhibit I.A. 6

[Forms of Restated Senior Secured Mortgages]

**[Lancaster form attached, others to be filed, but will be
materially similar]**

AMENDED AND RESTATED MORTGAGE,

THIS AMENDED AND RESTATED OPEN-END MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FUTURE FILING (the "Mortgage") is made as of [DATE], and hereby amends and restates in its entirety that certain mortgage made by Lancaster Hospitality, LLC, an Ohio limited liability company having an office at the time of recording of 8960 Gilg Street, New Albany, Ohio 43054 ("Borrower") to Jefferies Loancore LLC, a Delaware limited liability company, dated as of February 27, 2015 and recorded as Fairfield County, Ohio Instrument Number 20150003290, as assigned to Wilmington Trust, National Association, as Trustee, for the benefit of the holders of Comm 2015-PC1 Mortgage Trust Commercial Mortgage Pass-Through Certificates by Instrument Number Instrument Number 201500015686, and as assigned to RSS COMM2015-PC1 - OH BL, LLC, an Ohio limited liability company (together with its successors and assigns, hereinafter referred to as "Lender") having an address of 200 South Biscayne Boulevard, Suite 3550, Miami, FL 33131 by Instrument Number 202100031957.

KNOW ALL MEN BY THESE PRESENTS, that Borrower, in consideration of the payments to Borrower which Lender, has made contemporaneously herewith or may hereafter make, does hereby GRANT, BARGAIN, SELL AND CONVEY unto Lender, its successors and assigns forever, certain real property described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"), TOGETHER WITH the following, whether now owned or hereafter acquired by Borrower:

(a) all improvements now or hereafter attached to or placed, erected, constructed or developed on the Property (collectively the "Improvements");

(b) all fixtures, furnishings, equipment, inventory, and other articles of personal property (collectively the "Personal Property") that are now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed or which Personal Property is or may be used in or related to the planning, development, financing or operation of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Improvements or the Property; it being agreed that all of said property owned by the Borrower and placed on the Property or on or in the Improvements (whether affixed or annexed thereto or not) shall, so far as permitted by law, conclusively be deemed to be real property and conveyed hereby for purposes of this Mortgage;

(c) all water and water rights, timber, crops, and mineral interests pertaining to the Property;

(d) all building materials and equipment now or hereafter delivered to and intended to be installed in or on the Improvements or the Property;

(e) all plans and specifications for the Improvements;

(f) all contracts relating to the Property, the Improvements or the Personal Property;

(g) all deposits (including, without limitation, tenants security deposits), bank accounts, funds, deposit accounts, documents, contract rights, accounts, accounts receivable, commitments, construction agreements, architectural agreements, payment intangibles, promissory notes, investment property, letter of credit rights, supporting obligations, general intangibles (including, without limitation, trademarks, trade names and symbols), tax credits, instruments, notes and chattel paper arising from or by virtue of any transactions related to the Property, the Improvements or the Personal Property or relating directly or indirectly to the ownership, occupancy, use, operation and maintenance of the Property, Improvements, Personal Property or the construction of the Improvements;

(h) all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Property, the Improvements or the Personal Property;

(i) all proceeds arising from or by virtue of the sale, lease or other disposition of the Property, the Improvements, the Personal Property or any portion thereof or interest therein;

(j) all proceeds (including, without limitation, premium refunds) of each policy of insurance relating to the Property, the Improvements or the Personal Property;

(k) all proceeds from the taking of any of the Property, the Improvements, the Personal Property or any rights appurtenant thereto by right of eminent domain or by private or other purchase in lieu thereof (including, without limitation, change of grade of streets, curb cuts or other rights of access), for any public or quasi-public use under any law;

(l) all right, title and interest of Borrower in and to all streets, roads, public places, easements and rights-of-way, existing or proposed, public or private, adjacent to or used in connection with, belonging or pertaining to the Property;

(m) all of the leases, royalties, bonuses, income, receipts, issues, profits, revenues or other benefits of the Property, the Improvements or the Personal Property, including, without limitation, cash or securities deposited pursuant to leases to secure performance by the lessees of their obligations thereunder;

(n) all consumer goods located in, on or about the Property or the Improvements or used in connection with the use or operation thereof;

(o) all rights, hereditaments and appurtenances pertaining to the foregoing; and

(p) other interests of every kind and character that Borrower now has or at any time hereafter acquires in and to the Property, Improvements, and Personal Property described herein and all property that is used or useful in connection therewith, including rights of ingress

and egress and all reversionary rights or interests of Borrower with respect thereto (all of the same, including the Property, collectively the "Mortgaged Property").

TO HAVE AND TO HOLD the Mortgaged Property, together with the rights, privileges and appurtenances thereto belonging, unto Lender and its successors and assigns forever, and Borrower hereby binds itself and its successors and assigns to warrant and forever defend the Mortgaged Property unto Lender and its successors and assigns, against the claim or claims of all persons claiming or to claim the same or any part thereof, except as to those matters described in Exhibit "B" attached hereto and by this reference made a part hereof (the "Permitted Encumbrances").

This Mortgage is given in accordance with the provisions of the *Second Amended Joint Plan of Reorganization of S&G Hospitality, Inc. and its Debtor Subsidiaries* (the "Plan") and the associated *Order Confirming the Second Amended Joint Plan of Reorganization of S&G Hospitality, Inc. and Its Debtor Subsidiaries* (the "Confirmation Order") entered by the United States Bankruptcy Court for the Southern District of Ohio on [Confirmation Date], 2025, which provide for the issuance of the Secured Promissory Note, dated as of [Effective Date of Plan] (as amended, modified, restated, consolidated from time to time, the "Note") in favor of Lender made by Borrower, Buckeye Lodging, LLC, an Ohio limited liability company ("Buckeye"), and SUNBURST HOTELS, LLC, an Ohio limited liability company ("Sunburst") (Borrower, Buckeye, and Sunburst are each individually a "Maker" and collectively the "Makers"). Under the Plan and the Confirmation Order, all obligations under any prior promissory note or other form of borrowing were released and replaced by the obligations under the Note. This Mortgage no longer secures any of the released obligations.

THE MORTGAGE IS GIVEN TO SECURE: the full and prompt payment, whether at stated maturity, accelerated maturity or otherwise, of any and all indebtedness, whether fixed or contingent (collectively the "Indebtedness") and the complete, faithful and punctual performance of any and all other obligations (collectively the "Obligations") of Borrower to Lender under the terms and conditions of: (a) the Note, and any and all renewals, amendments, modifications, reductions and extensions thereof and substitutions therefor; (b) the Mortgage; and (c) any other instrument, document, certificate or affidavit heretofore, now or hereafter given by Borrower evidencing or securing all or any part of the foregoing (the same together with the Note and the Mortgage, collectively the "Loan Documents"). The Indebtedness and Obligations do not include any indebtedness or obligations released or discharged pursuant to the Plan or the Confirmation Order.

Borrower, for itself and its successors and assigns, hereby covenants with Lender, its successors and assigns, that:

1. Title. Borrower represents that it has good and marketable title in fee simple to the Mortgaged Property, free and clear from all conditions, restrictions, easements, liens, encumbrances and adverse claims whatsoever, except the Permitted Encumbrances. If the interest of Lender in the Mortgaged Property or any part thereof shall be endangered or shall be

attacked, directly or indirectly, Borrower hereby authorizes Lender, at Borrower's expense, to take all necessary and proper steps for the defense of such interest, including the employment of counsel, the prosecution or defense of litigation and the compromise or discharge of claims made against such interest. Any sums so expended by Lender shall be charged against Borrower and collectible in accordance with the terms of Section 11 hereof.

2. Further Assurances. Borrower, upon the request of Lender, shall execute, acknowledge, deliver, file and record such further instruments and do such further acts as may be reasonably necessary, desirable or proper to carry out the purposes of the Loan Documents and to subject to the liens and security interests created thereby any property intended by the terms thereof to be covered thereby, including specifically, but without limitation, any renewals, additions, substitutions, replacements, improvements or appurtenances to the Mortgaged Property.

3. Subrogation for Further Security. Lender shall be subrogated for its further security to the lien, although released of record, of any and all encumbrances paid with any advance of Indebtedness; provided, however, that the terms and provisions hereof shall govern the rights and remedies of Lender and shall supersede the terms, provisions, rights, and remedies under the lien or liens to which Lender is subrogated.

4. Status Quo. Except with the written consent of Lender, which consent may be withheld in Lender's reasonable discretion, Borrower shall not: (a) sell, assign, mortgage, pledge, lease or otherwise convey or further encumber the Mortgaged Property, or any portion thereof, or legal, equitable or beneficial interest therein; (b) sell, assign, pledge or otherwise transfer any beneficial interests in Borrower which individually or in the aggregate would have the effect of transferring the power to direct the operations of Borrower or the Mortgaged Property; (c) contract for any of the same; (d) permit the Mortgaged Property, or any portion thereof, or legal, equitable or beneficial interest therein, to be subject to any superior or inferior lien or encumbrance; (e) subdivide or resubdivide all or any portion of the Mortgaged Property, or any portion thereof; or (f) initiate or acquiesce in any change in the zoning classification of the Property or any portion thereof.

5. Payment of Indebtedness. Borrower shall promptly pay the Indebtedness as the same becomes due and payable under the Note.

6. Estoppel Certificate. Borrower shall furnish to Lender within ten (10) days of any written request of Lender, a written statement, duly acknowledged by Borrower, setting forth the sums secured by the Mortgage and any right of set-off, counterclaim or other defense which Borrower alleges to exist against such sums and obligations secured by the Mortgage.

7. Taxes and Other Impositions. Borrower shall promptly pay before delinquency all taxes, assessments, charges, fuses or impositions, general, local or special (collectively the "Impositions"), levied upon the Mortgaged Property, or any part thereof, or upon Lender's interest therein, or upon the Mortgage or the Indebtedness, by any duly or legally constituted public authority, municipality, township, county or state or the United

States; provided that Borrower, at Borrower's own cost and expense may, if it shall in good faith so desire, contest the validity or amount of any Impositions, in which event Borrower may defer the payment thereof for such period as such contest shall be actively prosecuted and shall be pending undetermined; further provided, however, that Borrower shall not allow any such Impositions so contested to remain unpaid for such length of time as shall permit all or any portion of the Mortgaged Property, or the lien thereon created by such item, to be sold by federal, state, county or municipal authority for the nonpayment thereof. Pending any such contest, Borrower shall furnish to Lender an indemnity bond secured by a deposit in cash or other security acceptable to Lender, in the amount of the tax or assessment being contested by Borrower, plus a reasonable additional sum to pay all costs, interest and penalties which may be imposed or incurred in connection therewith.

In the event that one or more of the Impositions on Lender's interest in the Mortgaged Property, the Mortgage or the Indebtedness cannot be lawfully paid by Borrower, then Borrower shall repay the Indebtedness in full without penalty within sixty (60) days after demand therefor by Lender.

8. Insurance and Indemnification. Borrower shall provide, maintain and keep in force at all times the following policies of insurance:

(a) Insurance against loss or damage to the Improvements and the Personal Property caused by fire and any of the risks covered by insurance of the type now known as "coverage against all risks of physical loss", in an amount equal to one hundred percent (100%) of the replacement cost of the Improvements and the Personal Property and sufficient to prevent Borrower and Lender from becoming co-insurers, and otherwise with terms and conditions reasonably acceptable to Lender;

(b) Comprehensive broad form general liability insurance, insuring against any and all claims for personal injury, death or property damage occurring on, in or about the Property, the Improvements and the adjoining streets, sidewalks and passageways, subject to a combined single limit of not less than Two Million Dollars (\$2,000,000.00) for personal injury, death or property damage arising out of any one accident and a general aggregate limit of not less than Five Million Dollars (\$5,000,000.00), and otherwise with terms and conditions reasonably acceptable to Lender;

(c) Worker's compensation insurance (including employer's liability insurance, if available and requested by Lender) for all employees of Borrower engaged on or with respect to the Property and the Improvements in the limits established by law or, if limits are not so established, in such amounts as are reasonably acceptable to Lender;

(d) During the course of any development or construction of the Improvements, builder's completed value risk insurance against "all risks of physical loss", including collapse and transit coverage, in the amounts set forth in Subsection 8(a) above, and otherwise with terms and conditions reasonably acceptable to Lender;

(e) Business interruption insurance and/or loss of “rental value” insurance in an amount not less than the appraised rentals or income for the Mortgaged Property for a minimum of twelve (12) months, and otherwise with terms acceptable to Lender.

(f) If the Improvements are located in a federally-designated flood hazard area, then flood hazard coverage, in the maximum amount available and otherwise with terms and conditions reasonably acceptable to Lender; and

(g) Such other insurance coverage, and in such amount, as may from time to time be reasonably required by Lender against the same or other hazards.

Each policy of liability insurance shall show Lender as an additional insured. Unless the policy so provides, each policy of insurance required by the terms of the Mortgage shall contain an endorsement by the insurer, for the benefit of Lender: (i) that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Borrower which might otherwise result in forfeiture of said insurance; (ii) that any rights of set-off, counterclaim or deductions against Borrower are waived; and (iii) that such policy shall not be canceled or changed except upon not less than thirty (30) days prior written notice delivered to Lender.

Lender shall have the right to hold the policies, or certificates thereof acceptable to Lender with certified copies of the policies, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. At least thirty (30) days prior to the expiration date of any such policy, Borrower shall deliver to Lender a renewal policy, or certificate thereof, in form acceptable to Lender.

Borrower shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained under this Section unless Lender has approved the insurance company and the form and content of the insurance policy, including, without limitation, the naming thereon of Lender as a named insured with loss payable to Lender under a standard mortgage clause of the character above described. Borrower shall immediately notify Lender whenever any such separate insurance is taken out and shall promptly deliver to Lender copies of the policies and certificates evidencing such insurance.

Nothing contained in this Section 8 shall prevent Borrower from keeping the Improvements and Personal Property insured or causing the same to be insured against the risks referred to in this Section 8 under a policy or policies of blanket insurance which may cover other property not subject to the lien of the Mortgage; provided, however, that any such policy of blanket insurance: (i) shall specify therein the amount of the total insurance allocated to the Improvements and Personal Property, which amount shall be not less than the amount otherwise required to be carried under the Mortgage; (ii) shall not contain any clause which would result in the insured thereunder becoming a co-insurer of any loss with the insurer under such policy; and (iii) shall in all other respects comply with the provisions of the Mortgage.

9. Waste; Repair. Borrower shall neither commit nor permit any waste on the Property and shall keep all Improvements now or hereafter erected on the Property in good condition and repair.

10. Alterations; Construction. Borrower shall not remove, demolish or alter any of the Improvements, now existing or hereafter constructed on the Property, or any of the Personal Property in or on the Property or Improvements, except when incident to the replacement of any of the items of Personal Property with items of like kind and value. All Improvements hereafter erected shall have been erected according to the plans and specifications approved by Lender.

11. Advances Secured by Mortgage. Upon failure of Borrower to comply with any of these covenants and agreements as to the payment of taxes, assessments, insurance premiums, repairs, protection of the Mortgaged Property or Lender's lien thereon, and other charges and the costs of procurement of title evidence and insurance as aforesaid, Lender may, at its option, pay the same, and any sums so paid by Lender, together with the reasonable fees of counsel employed by Lender in consultation and in connection therewith, shall be charged against Borrower, shall be immediately due and payable by Borrower, shall bear interest at the Default Rate of Interest (as defined in the Notes) and shall be a lien upon the Mortgaged Property and be secured by the Mortgage and may be collected in the same manner as the principal debt hereby secured.

12. Use. Unless Lender otherwise agrees in writing, Borrower shall not allow changes in the nature of the occupancy for which the Property and Improvements were intended at the time the Mortgage was executed. Borrower shall comply with the laws, ordinances, regulations and requirements of any governmental body applicable to the Mortgaged Property, both during the construction of any Improvements on the Property and subsequent to the completion thereof, and Borrower shall not permit the use thereof for any illegal purpose.

13. Inspection. Any person reasonably authorized by Lender shall have the right to enter upon and inspect the Mortgaged Property at all reasonable times agreed to by the Borrower in writing. Lender shall have no duty, however, to make such inspections. Any inspection of the Mortgaged Property by Lender shall be entirely for its benefit, and Borrower shall in no way rely or claim reliance thereon.

14. Minerals. Without the prior written consent of Lender, there shall be no drilling or exploring for, or extraction, removal, or production of, minerals from the surface or subsurface of the Property. The term "minerals" as used herein shall include, without limitation, oil, gas, casinghead gas, coal, lignite, hydrocarbons, methane, carbon dioxide, helium, uranium and all other natural elements, compounds and substances, including sand and gravel.

15. Condemnation. If all or any part of the Property or Improvements are damaged, taken or acquired, either temporarily or permanently, in any condemnation proceeding or by exercise of the right of eminent domain or, with Lender's consent, by any conveyance in lieu thereof, the amount of any award or other payment for such taking, or conveyance or damages made in consideration thereof, to the extent of the full amount of the then remaining unpaid

Indebtedness, is hereby assigned to Lender, and Lender is empowered to collect and receive the same and to give proper receipts therefor in the name of Borrower, and the same shall be paid forthwith to Lender. Any award or payment so received by Lender may at the option of Lender be retained and applied, in whole or in part, to the Indebtedness (whether or not then due and payable) in such manner as Lender may determine or released in whole or in part to Borrower upon terms satisfactory to Lender for the purpose of altering, restoring or rebuilding any part of the Mortgaged Property which may have been altered, damaged or destroyed as a result of such taking, alteration or proceedings, but Lender shall not be obligated to see to the application of any funds so released; provided, however that: (a) if at the time of such condemnation or conveyance in lieu thereof and at all times thereafter, no Event of Default, as hereinafter defined, has occurred and is continuing, (b) Borrower shall have deposited with Lender all additional funds necessary in the reasonable judgment of Lender to provide sufficient funds to alter, restore or rebuild the Mortgaged Property, (c) the Mortgaged Property can be altered restored and rebuilt not later than six (6) months prior to the Note Maturity Date, and (d) Lender has received assurance acceptable to it that all tenants will remain in occupancy after such repair or replacement, Lender shall not apply the award or payment towards payment of the Indebtedness, but shall hold such award or payment as above provided to be applied towards altering, restoring or rebuilding the Mortgaged Property. Unless Borrower and Lender otherwise agree in writing, any such application of proceeds to the Indebtedness shall not extend or postpone the due date of the monthly installments referred to in the Note or change the amount of such installments. If Borrower receives notice, written or unwritten, of any actual, intended or threatened condemnation or eminent domain proceeding, Borrower shall forthwith furnish a copy of any written notice to Lender or inform Lender in writing if such notice was unwritten. Borrower further authorizes Lender, at Lender's option and at Borrower's expense, as attorney-in-fact for Borrower, to commence, appear in and prosecute, in Borrower's or Lender's name, any action or proceeding relating to any condemnation or other taking of all or any part of the Mortgaged Property and to settle or compromise any claims in connection with such condemnation or other taking.

16. Assignment of Rents and Leases.

(a) Borrower hereby absolutely and unconditionally assigns, transfers and sets over unto Lender and Lender's successors and assigns all present and future leases covering all or any part of the Mortgaged Property (the "Leases"), together with any extensions or renewals thereof and any guaranties of any tenants obligations thereunder, and all of the rents, royalties, bonuses, income, receipts, revenues, issues and profits now due or which may hereafter become due under the Leases or any extensions or renewals thereof, as well as all moneys due and to become due to Borrower under the Leases for services, materials or installations supplied whether or not the same were supplied under the terms of the Leases, all liquidated damages following default under the Leases and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by damage to any part of the Mortgaged Property (such rents, income, receipts, revenues, issues, profits and other moneys assigned hereby are hereinafter collectively called "Rents"), together with any and all rights and remedies which Borrower may have against any tenant under any of the Leases or others in possession of the Mortgaged Property or any part thereof for the collection or

recovery of Rents so assigned. Prior to an Event of Default, as hereinafter defined, Borrower shall have a license to collect and receive all Rents as trustee for the benefit of Lender and Borrower.

(b) Borrower hereby represents, warrants and agrees that:

(i) Borrower has good title to the Leases and Rents hereby assigned and has the right, power and capacity to make this assignment. No person or entity other than Borrower has or will have any right, title or interest in or to the Leases or Rents, except for the Permitted Encumbrances.

(ii) Borrower shall, at Borrower's sole cost and expense, perform and discharge all of the obligations and undertakings of the landlord under the Leases and give prompt notice to Lender of any failure to do so. Borrower shall use all reasonable efforts to enforce or secure the performance of each and every obligation and undertaking of the tenants under the Leases and shall appear in and prosecute or defend any action or proceeding arising under, or in any manner connected with, the Leases or the obligations and undertakings of the tenants thereunder.

(iii) Borrower shall not pledge, transfer, mortgage or otherwise encumber or assign the Leases or the Rents.

18. **Security Agreement.** The Mortgage is intended to be a security agreement pursuant to the Uniform Commercial Code as enacted in the State of Ohio (the "UCC") for any of the Mortgaged Property comprising personal property and fixtures which may be subject to a security interest pursuant to the UCC, and Borrower hereby grants to Lender a security interest in said personal property and fixtures, whether said property is now existing or hereafter acquired, together with replacements, replacement parts, additions, repairs and accessories incorporated therein or affixed thereto and, if sold or otherwise disposed of, the proceeds (including insurance proceeds) thereof. Borrower agrees that Lender may file UCC financing statements covering said personal property and fixtures from time to time to perfect or maintain the priority of Lender's security interest with respect to said personal property and fixtures, and Borrower shall bear all costs thereof, including all UCC searches reasonably required by Lender. Borrower shall not create or suffer to be created any other security interest in said personal property and fixtures, including replacements thereof and additions thereto. Upon the occurrence of any Event of Default as set forth in Section 20 hereof, Lender shall have the remedies of a secured party under the UCC and, at Lender's option, may also invoke the remedies provided in Section 20 hereof with respect to such property.

The Borrower acknowledges that Lender has taken and may take in the future, in connection with this Mortgage or other financing transactions with Borrower, multiple security interests and file multiple financing statements and otherwise take action to perfect security interests in the identical collateral as is covered by this Mortgage or any other agreement, document or instrument, and further acknowledges and agrees that such actions do not and are not intended in any fashion to cause a termination, substitution, or novation of any security interests, liens or encumbrances of whatsoever nature or kind, or any financing statements or any

other acts of perfection of any such interest granted pursuant to this Mortgage or any other agreement, document or instrument, whether now or hereafter existing.

19. **Fixture Filing.** This Mortgage is intended to be a financing statement within the provision of Section 9-502(b) of the UCC and will be recorded as a "fixture filing" in accordance with the UCC.

20. **Default.** The term "Event of Default" shall have the same meaning as set forth in the Note, which meanings are incorporated by this reference herein.

Upon the occurrence of any such Event of Default, at the option of Lender, with notice and a reasonable opportunity to cure having been provided the entire amount shall become immediately due and payable, and, in addition to any other right or remedy which Lender may now or hereafter have at law, in equity, or under the Loan Documents, Lender shall have the right and power: (a) to foreclose upon the Mortgage and the lien hereof; and (b) to sell the Mortgaged Property, in each case as permitted by law.

21. **No Waiver.** The failure of Lender to exercise any option to declare the maturity of the principal debt or any other sums hereby secured under any provision of any of the Loan Documents, or to forbear from exercising any right or remedy available to Lender under any provision of any of the other Loan Documents, shall not be deemed a waiver of the right to exercise such option, right or remedy or declare such maturity as to such past, continuing or subsequent violation of any of the covenants and agreements of the Loan Documents. Acceptance by Lender of partial payments shall not constitute a waiver of any Event of Default. From time to time, Lender may, at Lender's option, without giving notice to or obtaining the consent of Borrower, Borrower's successors or assigns, or any junior lienholder, without liability on Lender's part and notwithstanding Borrower's breach of any covenant or agreement of Borrower in the Mortgage, extend the time for payment of the Indebtedness, or any part thereof, reduce the payments thereon, release anyone liable on any of said Indebtedness, accept a renewal note or notes therefor, release from the lien of the Mortgage any part of the Mortgaged Property, take or release other or additional security, reconvey any part of the Mortgaged Property, consent to any map or plan of the Mortgaged Property, consent to the granting of any easement, join in any extension or subordination agreement, or agree in writing with Borrower to modify the rate of interest or period of amortization of the Note or to change the amount of the monthly installments payable thereunder. Any actions taken by Lender pursuant to the terms of this Section 21 shall not affect the obligation of Borrower or Borrower's successors or assigns to pay the sums secured by the Mortgage and to observe the covenants of Borrower contained herein and shall not affect the lien or priority of lien of the Mortgage on the Mortgaged Property.

22. **Parcels; Waiver of Marshalling.** In the event of foreclosure of the Mortgage, the Mortgaged Property may be sold in one or more parcels or as an entirety as Lender may elect.

Notwithstanding the existence of any other security interests in the Mortgaged Property held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the Mortgaged Property shall be subjected to the remedies provided herein. Lender shall have the right to determine the order in which any or all portions of the Indebtedness are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Borrower, any party who becomes liable for Borrower's obligations and covenants under the Mortgage, and any party who now or hereafter acquires a security interest in the Mortgaged Property, or any portion thereof, hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

23. **Payoff Statement:** Within seven business days of receiving a written request by Borrower, Lender shall provide a payoff statement to Borrower of all amounts required to release this Mortgage as of the date of the statement, which shall also include a per diem in the event that a closing occurs later than the date of that statement, that the Lender is obligated to accept.

24. **Cooperation.** Following the receipt of the funds required under the Note to release the obligations under this Mortgage, Lender shall cooperate with Borrower in providing any documents required to extinguish the lien created by this Mortgage.

25. **Priority of Mortgage Lien.** Lender, at Lender's option, is authorized and empowered to do all things provided to be done by a mortgagee under Section 1311.14 of the Ohio Revised Code, and any present or future amendments or supplements thereto, for the protection of Lender's interest in the Mortgaged Property.

26. **Notice.** Any notice required or permitted to be given hereunder shall be in writing. If mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, then such shall be effective upon its deposit in the mails. Notice given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the addresses of Borrower and Lender shall be as set forth below; provided however, that either party shall have the right to change such party's address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party.

If to Borrower:

Lancaster Hospitality, LLC
Attn: Abhijit Vasani
5855 E. Dublin Gravelle Rd.
New Albany, OH 43054

With a copy to:

David Beck
Carpenter Lipps LLP
280 N. High Street, Suite 1300
Columbus, OH 43215

It to Lender:

28. Miscellaneous. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. If any provision of the Mortgage is illegal, or hereafter rendered illegal, or is for any other reason void, voidable or otherwise unenforceable, or hereafter rendered void, voidable or otherwise unenforceable, the remainder of the Mortgage shall not be affected thereby, but shall be construed as if it does not contain such provision. Each right and remedy provided in the Mortgage is distinct and cumulative to all other rights or remedies under the Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively, in any order whatsoever. The Mortgage shall be governed by and construed under the laws of the State of Ohio.

LENDER, BY ACCEPTANCE OF THIS MORTGAGE, AND BORROWER HEREBY MUTUALLY, VOLUNTARILY, IRREVOCABLY AND UNCONDITIONALLY WAIVE FOR THE BENEFIT OF THE OTHER ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE LOAN DOCUMENTS, THE TRANSACTIONS RELATED THERETO OR THE RELATIONSHIP ESTABLISHED THEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER AND BORROWER TO ENTER INTO THIS TRANSACTION. IT SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY LENDER'S ABILITY TO PURSUE ITS REMEDIES INCLUDING, BUT NOT LIMITED TO, ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN THE LOAN DOCUMENTS.

PROVIDED, HOWEVER, that these presents are upon the condition that if Borrower shall fully and promptly pay when due the Indebtedness and shall completely, faithfully and punctually perform all of the Obligations under the terms and conditions of the Loan Documents, then the Mortgage shall be void; otherwise it shall remain in full force and effect in law and equity forever.

[Signature Page Follows]

IN WITNESS WHEREOF, Mortgagor has executed this instrument as of the day and year first written above.

Mortgagor:

LANCASTER HOSPITALITY, LLC,
an Ohio limited liability company

By: S G Hospitality, Inc., an Ohio corporation, its
sole managing member

By: _____
Name:
Title:

STATE OF _____)
)ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____, 2025 by Lancaster Hospitality, an Ohio limited liability company, by its sole managing member S G Hospitality, Inc., an Ohio corporation, by _____, its President, on behalf of the company.

(SEAL)

Notary Public
My Commission Expires: _____

This instrument was prepared by:

Joshua S. Peterson, Attorney at Law
Carpenter Lipps LLP
280 Plaza, Suite 1300
280 N. High Street
Columbus, OH 43215

E HIBIT A
Legal Description

Situated in the City of Lancaster, County of Fairfield, State of Ohio, described as follows:

And known as being in Township 15, Range 19, Northeast Quarter of Section 35 and being part of the property described in a deed to Harold Schorr as recorded in Volume 373, Page 53, and being more fully described as follows:

Beginning at a 5/8 inch rebar set in Southerly line of Schorrway Drive, said point being South 59 deg. 40 53" East a distance of 313.00 feet from the intersection of the Southerly line of Schorrway Drive and the Easterly line of Hillcrest Drive (60 R/W);

Thence South 59 deg. 40 53" East a Distance of 234.08 feet to a 5/8 inch rebar set on the Southerly line of Schorrway Drive;

Thence with a curve to the left having a radius of 1175.92 feet, arc of 183.05 feet, central angle of 08 deg. 55 07", and a chord bearing South 64 deg. 08 27" East a distance of 182.86 feet to a 5/8 inch rebar set on the Southerly line of Schorrway Drive;

Thence South 68 deg. 36 00" East a distance of 96.07 feet to a 5/8 inch rebar set on the Southerly line of Schorrway Drive and the Westerly line of 1.092 acre tract;

Thence South 15 deg. 05 43" West a distance of 162.02 feet to a 5/8 inch rebar set on the North line of U.S. Route 33;

Thence with said line of Route 33 and the following three (3) courses:

(1) Along a curve to the right having a radius of 5639.58 feet, arc of 97.92 feet, central angle of 00 deg. 59 41", and a chord bearing North 68 deg. 47 38" West, a distance of 97.92 feet to a concrete monument found at a point 90.00 feet right of station 89 00 in the centerline of U.S. Route 33;

(2) North 53 deg. 30 51" West a distance of 101.34 feet to a 5/8 inch rebar set at a point of 115.0 feet right of station 90 00;

(3) Along a curve to the right having a radius of 5614.58 feet, arc of 353.64 feet, central angel of 03 deg. 36 32", and a chord bearing North 65 deg. 27 20" West a distance of 353.58 feet to a 5/8 inch rebar set;

Thence North 28 deg. 44 18" East a distance of 167.48 feet to a point of beginning containing 1.8689 acres;

Bearings are based on the South line of Schorrway Drive and are used for denoting angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap labeled "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

Description is based on a survey made in January of 1995 by Tobin-McFarland Surveying Inc., and was prepared by Rodney McFarland, Registered professional Surveyor No. 6416.

Together with a non-exclusive, cross-access easement as set forth in the Declaration of Easements and Covenants and Reciprocal Easement Agreement recorded on October 6, 1995 in Deed book 640, Page 927.

E HIBIT B

PERMITTED ENCUMBRANCES

[INSERT]

S&G Hospitality, Inc. Second Amended Plan Exhibit II

[Identification of Claims in Each Class]

Class 1 - Priority Claims

Debtor	Proof of Claim Number in that case	Date Filed	Scheduled Claim Number (if no Proof of Claim filed)	Creditor Name	Asserted Priority Amount	Is portion of claim in another class?	Mailing Street Address	City	State	Zip
Buckeye Lodging, LLC	3	10/3/2023		Department of Treasury-Internal Revenue Service	\$600.00	Yes - Class 7 Convenience Claims	P.O. Box 7346	Philadelphia	PA	19101-7346
Lancaster Hospitality, LLC	3	9/6/2023		Department of Treasury-Internal Revenue Service	\$1,234.19	Yes - Class 7 Convenience Claims	P.O. Box 7346	Philadelphia	PA	19101-7346
Sunburst Hotels, LLC	2-2	2/21/2024		Department of Treasury-Internal Revenue Service	\$6,509.01	Yes - Class 7 Convenience Claims	P.O. Box 7346	Philadelphia	PA	19101-7346

Class 1 - Priority Claims

5

5

5

Class 2 Other Secured Claims

<u>Class 2 Other Secured Claims</u>										
Debtor	Proof of Claim Number in that case	Date Filed	Scheduled Claim Number (if no Proof of Claim filed)	Creditor Name	Asserted Secured Amount	Is portion of claim in another class?	Mailing Street Address	City	State	Zip
None currently identified										

Class 3A and 3B - RSS Claims

Debtor	Proof of Claim Number in that		Scheduled Claim Number (if no Proof of Claim filed)	Creditor Name	Asserted	Asserted	Mailing Street Address	City	State	Zip
	case	Date Filed			Secured Amount	Unsecured Amount				
Buckeye Lodging, LLC	5	12/15/2023		RSS COMM2015-PC1-OH BL, LLC	\$5,300,000.00	\$10,813,352.75	200 S. Biscayne Blvd., Suite 3550	Miami	FL	33131
Lancaster Hospitality, LLC	6	12/15/2023		RSS COMM2015-PC1-OH BL, LLC	\$10,500,000.00	\$5,613,352.75	200 S. Biscayne Blvd., Suite 3550	Miami	FL	33131
Sunburst Hotels, LLC	9	12/15/2023		RSS COMM2015-PC1-OH BL, LLC	\$3,400,000.00	\$12,713,352.75	200 S. Biscayne Blvd., Suite 3550	Miami	FL	33131

Class 4 Itria Claims

Debtor	Proof of Claim Number in that case	Date Filed	Scheduled Claim Number (if no Proof of Claim filed)	Creditor Name	Asserted Secured Amount	Asserted Unsecured Amount	Mailing Street Address c/o C. Kevin Kobbe DLA Piper LLP	City	State	Zip
S&G Hospitality, Inc.	8	12/15/2023		Itria Ventures, LLC	\$1,225,665.23	\$0.00	650 South Exeter Street, Suite 1100 c/o C. Kevin Kobbe DLA Piper LLP	Baltimore	MD	21202
Buckeye Lodging LLC	6	12/15/2023		Itria Ventures, LLC	\$1,225,665.23	\$0.00	650 South Exeter Street, Suite 1100 c/o C. Kevin Kobbe DLA Piper LLP	Baltimore	MD	21202
Lancaster Hospitality, LLC	8	12/15/2023		Itria Ventures, LLC	\$1,225,665.23	\$0.00	650 South Exeter Street, Suite 1100 c/o C. Kevin Kobbe DLA Piper LLP	Baltimore	MD	21202
Sunburst Hotels, LLC	10	12/15/2023		Itria Ventures, LLC	\$1,225,665.23	\$0.00	650 South Exeter Street, Suite 1100 c/o C. Kevin Kobbe DLA Piper LLP	Baltimore	MD	21202

Class 5 SBA Claims

Debtor	Proof of Claim		Scheduled Claim Number (if no Proof of Claim filed)		Creditor Name	Asserted Secured Amount	Asserted Unsecured Amount	Mailing Street Address	City	State	Zip
	Number	Date Filed									
Sunburst Hotels LLC	7	12/6/2023			U.S. Small Business Administration	\$74,508.00	\$0.00	65 E. State Street, Suite 1350	Columbus	OH	43215

Class 6- General Unsecured Claims

Debtor	Proof of Claim Number	Date Filed	Scheduled Claim Number (if no Proof of Claim filed)	Creditor Name	Unsecured Amount	Is portion of claim in another class?	Mailing Street Address Attn: Bill D. Bensinger 1800 Financial Center 505 North 20th Street	City	State	Zip
Sunburst Hotels, LLC	4	11/28/2023		Choice Hotels International, Inc.	\$135,520.32	No		Birmingham	AL	35203

Class 7 - Convenience Claims

Debtor	Proof of Claim Number	Date Filed	Scheduled Claim Number (if no Proof of Claim filed)	Creditor Name	Unsecured Amount	Is portion of claim in another class?	Mailing Street Address	City	State	Zip
S&G Hospitality, Inc.	2	10/4/2023		Holiday Inn Express Lancaster	\$19,733.17	No	1861 Riverway Drive	Lancaster	OH	43130
S&G Hospitality, Inc.	3	11/10/2023		Ohio Power Company d/b/a AEP Ohio	\$9,905.56	No	1 Riverside Plaza, 13th Floor	Columbus	OH	43215
S&G Hospitality, Inc.	4	11/20/2023		Plunkett's Pest Control	\$1,517.66	No	40 52nd Street Attn: William M. Vermette	Fridley	MN	55421
S&G Hospitality, Inc.	5	12/8/2023		Cellco Partnership d/b/a Verizon Wireless	\$1,241.92	No	22001 Loudon County Parkway	Ashburn	VA	20147
S&G Hospitality, Inc.	6	12/11/2023		Lexyl Travel Technologies, LLC	\$323.50	No	205 Datura Street, 10th Floor	West Palm Beach	FL	33401
S&G Hospitality, Inc.	7	12/11/2023		Lexyl Travel Technologies, LLC	\$97.24	No	205 Datura Street, 10th Floor	West Palm Beach	FL	33401
Buckeye Lodging, LLC	1	8/24/2023		Charter Communications	\$2,351.07	No	P.O. Box 6030	Carol Stream	IL	60197
Buckeye Lodging, LLC	2	9/5/2023		City of Columbus DPU	\$3,996.96	No	910 Dublin Road, 4th Floor	Columbus	OH	43215
Buckeye Lodging, LLC	3	10/3/2023		Department of Treasury-Internal Revenue Service Capital One N.A. by American InfoSource	\$300.00	Yes - Class 1 Priority Claims	P.O. Box 7346	Philadelphia	PA	19101-7346
Buckeye Lodging, LLC	4	10/5/2023		as Agent	\$200.00	No	4515 N. Santa Fe Avenue	Oklahoma City	OK	73118
Buckeye Lodging, LLC		9/13/2023	3.1	American Electric Power	\$4,105.99	No	P.O. Box 371496	Pittsburgh	PA	
Buckeye Lodging, LLC		9/13/2023	3.2	Columbia Gas of Ohio	\$816.70	No	P.O. Box 117	Columbus	OH	
Buckeye Lodging, LLC		9/13/2023	3.3	Group Housing	\$129.60	No	125 Clairemont Ave., Suite 210	Decatur	GA	30030
Buckeye Lodging, LLC		9/13/2023	3.4	HD Supply Facilities Maintenance, Ltd.	\$2,503.88	No	P.O. Box 509058	San Diego	CA	
Buckeye Lodging, LLC		9/13/2023	3.6	ITG Networks	\$146.28	No	132 Wisconsin Avenue	Cranberry Twp.	PA	16066
Buckeye Lodging, LLC		9/13/2023	3.8	Plunkett's Pest Control	\$397.62	No	40 52nd Street	Fridley	MN	55421
Buckeye Lodging, LLC		9/13/2023	3.9	Pro Lighting LLC	\$3,315.00	No	P.O. Box 1201	Hilliard	OH	
Lancaster Hospitality, LLC	1	8/28/2023		Charter Communications	\$662.73	No	P.O. Box 6030	Carol Stream	IL	60197
Lancaster Hospitality, LLC	2	8/28/2023		Uline	\$3,561.27	No	12575 Uline Drive	Pleasant Prairie	WI	53158
Lancaster Hospitality, LLC	3	9/6/2023		Department of Treasury-Internal Revenue Service	\$0.00	Yes - Class 1 Priority Claims	P.O. Box 7346	Philadelphia	PA	19101-7346
Lancaster Hospitality, LLC	5	11/17/2023		Sysco Cincinnati (for Notices)	\$9,162.53	No	655 Buttercup Trace	Alpharetta	GA	30022
Lancaster Hospitality, LLC		9/13/2023	3.10	AT&T	\$1.91	No	P.O. Box 5005	Carol Stream	IL	60197-5005
Lancaster Hospitality, LLC		9/13/2023	3.20	AT&T-Phone 8080-24969-29	\$5.65	No	P.O. Box 5095	Carol Stream	IL	60197-5095
Lancaster Hospitality, LLC		9/13/2023	3.30	AT Plus LLC	\$159.00	No	P.O. Box 555	Sidney	OH	45365
Lancaster Hospitality, LLC		9/13/2023	3.40	AT&T 831-001-0879 397	\$1,594.96	No	P.O. Box 5019	Carol Stream	IL	60197
Lancaster Hospitality, LLC		9/13/2023	3.50	Buckeye Carpet Care, Inc.	\$1,061.07	No	1132 N. Hill Road	Pickerington	OH	43147
Lancaster Hospitality, LLC		9/13/2023	3.60	Coca Cola Consolidated	\$183.40	No	P.O. Box 602937	Charlotte	NC	48260-2937
Lancaster Hospitality, LLC		9/13/2023	3.80	Farmer Brothers Co.	\$563.54	No	P.O. Box 934237	Atlanta	GA	31193-4237
Lancaster Hospitality, LLC		9/13/2023	3.90	HD Supply Facilities Maintenance, Ltd.	\$3,392.61	No	P.O. Box 509058	San Diego	CA	92150-9058
Lancaster Hospitality, LLC		9/13/2023	3.10	Heartland Food Products	\$720.00	No	P.O. Box 1147	Concordville	PA	19331
Lancaster Hospitality, LLC		9/13/2023	3.12	Kipsu, Inc.	\$955.92	No	P.O. Box 671494	Dallas	TX	75267-1494
Lancaster Hospitality, LLC		9/13/2023	3.13	Lancaster Utility Collection	\$5,754.75	No	104 East Main Street, P.O Box 1099	Lancaster	OH	43130
Lancaster Hospitality, LLC		9/13/2023	3.14	Laundry One	\$212.43	No	60 Elm Street	Canal Winchester	OH	43110
Lancaster Hospitality, LLC		9/13/2023	3.15	Mailender	\$43.13	No	P.O. Box 23158	New York	NY	10087-3158
Lancaster Hospitality, LLC		9/13/2023	3.16	Mood Media	\$85.39	No	P.O. Box 602777	Charlotte	NC	28260-2777
Lancaster Hospitality, LLC		9/13/2023	3.17	Nessley's Lawn Care	\$854.00	No	P.O. Box 143	Sugar Grove	OH	43155
Lancaster Hospitality, LLC		9/13/2023	3.18	Plunkett's Pest Control	\$160.00	No	40 52nd Way Northwest	Fridley	MN	55421
Lancaster Hospitality, LLC		9/13/2023	3.19	ScentAir Technologies, Inc.	\$235.06	No	P.O. Box 978754	Dallas	TX	75397-8754
Lancaster Hospitality, LLC		9/13/2023	3.23	U.S. Hospitality Publishers, Inc.	\$730.96	No	P.O. Box 306225	Nashville	TN	37230-6225
Lancaster Hospitality, LLC		9/13/2023	3.24	USA Today	\$101.76	No	P.O. Box 677446	Dallas	TX	75267-7446
Lancaster Hospitality, LLC		9/13/2023	3.25	Windstream Enterprise	\$3,787.10	No	P.O. Box 9001013	Louisville	KY	40290-1013
Lancaster Hospitality, LLC		9/13/2023	3.26	Xpress Management Solutions	\$427.70	No	P.O. Box 910801	Lexington	KY	40591
Sunburst Hotels, LLC	1	8/28/2023		Charter Communications	\$1,524.58	No	P.O. Box 6030	Carol Stream	IL	60197
Sunburst Hotels, LLC	2-2	2/21/2024		Department of Treasury-Internal Revenue Service	\$568.84	Yes - Class 1 Priority Claims	P.O. Box 7346	Philadelphia	PA	19101-7346

Class 7 - Convenience Claims

Sunburst Hotels, LLC	3	9/5/2023	City of Columbus DPU	\$3,844.12 No	910 Dublin Road, 4th Floor	Columbus	OH	43215
Sunburst Hotels, LLC	5	11/27/2023	HD Supply Facilities Maintenance, Ltd.	\$1,483.55 No	P.O. Box 509058	San Diego	CA	92150-9058
Sunburst Hotels, LLC	6	11/27/2023	HD Supply Facilities Maintenance, Ltd.	\$3,626.88 No	P.O. Box 509058	San Diego	CA	92150-9058
Sunburst Hotels, LLC	8	12/14/2023	US Foods, Inc.	\$1,711.92 No	Brian Shaw, c/o Cozen O'Connor 123 North Wacker Drive, Suite 1800	Chicago	IL	60606
Sunburst Hotels, LLC		9/13/2023	3.1 AIR2DATA	\$450.00 No	725 W. 1200 South, Suite A	Perry	UT	94302
Sunburst Hotels, LLC		9/13/2023	3.2 American Electric Power	\$2,577.31 No	P.O. Box 371496	Pittsburgh	PA	15250
Sunburst Hotels, LLC		9/13/2023	3.4 Carbon's Golden Malted	\$395.00 No	P.O. Box 129	Concordville	PA	19331
Sunburst Hotels, LLC		9/13/2023	3.5 HD Supply Facilities Maintenance, Ltd.	\$1,604.65 No	P.O. Box 509058	San Diego	CA	92150-9058
Sunburst Hotels, LLC		9/13/2023	3.8 Laundry One	\$261.23 No	60 Elm Street	Canal Winchester	OH	43110
Sunburst Hotels, LLC		9/13/2023	3.9 Lexyl Travel Technologies	\$71.04 No	P.O. Box 645452	Pittsburgh	PA	45264-5452
Sunburst Hotels, LLC		9/13/2023	3.10 Plunkett's Pest Control	\$80.56 No	40 52nd Way Northwest	Fridley	MN	55421
Sunburst Hotels, LLC		9/13/2023	3.13 Yellowstone Landscape	\$1,171.35 No	P.O. Box 786187	Philadelphia	PA	19178

Class 8 - Innvite Claims

Debtor	Proof of Claim		Scheduled Claim Number (if no Proof of Claim filed)	Creditor Name	Unsecured Amount	Is portion of claim in another class?	Mailing Street Address	City	State	Zip
	Number	Date Filed								
Buckeye Lodging LLC		9/13/2023	3.5	Innvite Hospitality	Unliquidated	No	7500 Vantage Drive	Columbus	OH	43235
Lancaster Hospitality, LLC		9/13/2023	3.11	Innvite Hospitality	Unliquidated	No	7500 Vantage Drive	Columbus	OH	43235
Sunburst Hotels, LLC		9/13/2023	3.6	Innvite Hospitality	Unliquidated	No	7500 Vantage Drive	Columbus	OH	43235

Class 9 - Intercompany Claims

Debtor	Proof of Claim Number	Date Filed	Scheduled Claim Number (if no Proof of Claim filed)	Creditor Name	Unsecured Amount	Is portion of claim in another class?	Mailing Street Address	City	State	Zip
Buckeye Lodging LLC		9/13/2023	3.7	Lancaster Hospitality, LLC	Unliquidated	No	2041 Schorrway	Lancaster	OH	43130
Lancaster Hospitality, LLC		9/13/2023	3.20	Sunburst Hotels, LLC	Unliquidated	No	7500 Vantage Drive	Columbus	OH	43235
Sunburst Hotels, LLC		9/13/2023	3.7	Lancaster Hospitality, LLC	Unliquidated	No	2041 Schorrway	Lancaster	OH	43130

Class 10 - Hilton Claims

Debtor	Proof of Claim		Schedule d Claim Number (if no Proof of Claim filed)	Creditor Name	Unsecured Amount	Is portion of claim in another class?	Mailing Street Address	City	State	Zip
	Number	Date Filed								
Lancaster Hospitality, LLC	4	10/31/2023		Hilton Franchise Holding LLC	See Plan	No	One Newark Center, 10th Floor	Newark	NJ	07102

S&G Hospitality, Inc. Second Amended Plan Ex. III.C.1

[Form of Settlement Release of RSS by Abhijit Vasani and his non debtor entities]

[o come]

S&G Hospitality, Inc. Second Amended Plan Exhibit IV.C.1.a

[Code of Regulations of Reorganized S&G Hospitality, Inc.]

**CODE OF REG LA IONS
OF
S&G HOSPI ALI INC.**

**AR ICLE I
SHARES**

Section 1.1 **Certificates.** Certificates for shares, certifying the number of fully paid shares owned, shall be issued to each shareholder in such form as shall be approved by the Board of Directors. Such certificates shall be signed by the President, or a Vice President, if applicable and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer. A full record of each certificate so issued shall be maintained. The Board of Directors, however, may not authorize the issuance of any non-voting equity shares of the corporation.

Section 1.2 **Registration of ransfer.** Certificates shall be transferable in person or by written power of attorney, but no transfer shall be entered upon the record until the previous certificate for such shares has been surrendered to the corporation; provided, however, that the directors shall have authority to enact such rules as they shall deem expedient from time to time concerning the issuance or transfer of certificates.

Section 1.3 **Lost, Destroyed, or Stolen Certificates.** A new share certificate or certificates may be issued in place of any certificate theretofore issued by the corporation which is alleged to have been lost, destroyed or wrongfully taken upon: (a) the execution and delivery to the corporation by the person claiming the certificate to have been lost, destroyed or wrongfully taken of an affidavit or affirmation of that fact, in a form satisfactory to the corporation, specifying whether or not, at the time of such alleged loss, destruction or taking, the certificate was endorsed; and (b) the furnishing to the corporation of indemnity and other assurances satisfactory to the corporation against any and all losses, damages, costs, expenses or liabilities to which they or any of them may be subjected by reason of the issue and delivery of such new certificate or certificates or in respect of the original certificate. In its discretion, the corporation may require a bond of indemnity, in such form and with one or more sureties satisfactory to the corporation, from the person claiming the certificate to have been lost, destroyed or wrongfully taken.

Section 1.4 **Registered Shareholders.** A person in whose name shares are of record on the books of the corporation shall conclusively be deemed the unqualified owner and holder thereof for all purposes and to have capacity to exercise all rights of ownership. The corporation shall not be bound to recognize any equitable interest in or claim to such shares on the part of any other person, whether disclosed upon such certificate or otherwise, nor shall they be obliged to see to the execution of any trust or obligation.

**AR ICLE II
SHAREHOLDERS**

Section 2.1 **Annual Meetings.** An annual meeting of the shareholders of the corporation shall be held at such time and on such date within two (2) months before or four (4) months after the

close of the business year of the corporation, as may be fixed by the directors and stated in the notice of the meeting.

Section 2.2 **Special Meetings.** Special meetings of the shareholders shall be called upon the written request of the chairman of the board, the president, the directors by action at a meeting, a majority of the directors acting without a meeting, or of the holders of shares entitling them to exercise more than twenty-five percent (25%) of the voting power of the corporation entitled to vote thereat. Calls for such meetings shall specify the purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

Section 2.3 **Notice of Meetings.** A written or printed notice of the annual or any special meetings of the Shareholders, stating the time and place, and in case of special meetings, the objects thereof, shall be given to the Shareholders by mailing same to the Shareholders' address as same appears on the records of the corporation, at least ten (10) days before any such meeting. It shall be the responsibility of the Secretary to mail such notice. A shareholder may waive in writing such notice either before or after the meeting, and notice shall be waived by attendance at the meeting unless lack of proper notice is alleged prior to the commencement of the meeting. Any written waiver shall be filed with or entered upon the records of the meeting.

Section 2.4 **Place of Meetings.** The annual or any special meetings of shareholders may be held at such place or places within or without the State of Ohio, as may be specified in the notice of any such meetings.

Section 2.5 **Action without a Meeting.** Any action which may be authorized or taken at a meeting of shareholders may be authorized or taken without a meeting by a writing or writings signed by all of the shareholders who would be entitled to notice of a meeting of the shareholders held for the purpose of such action, which writings or writing shall be filed with or entered upon the records of the corporation.

ARTICLE III DIRECTORS

Section 3.1 **General Powers.** The business, power and authority of the corporation shall be exercised, conducted and controlled by a Board of Directors, except where applicable law, the Articles or these Regulations require action to be authorized or taken by the shareholders. Notwithstanding anything to the contrary set forth herein, as set forth in the Articles, the corporation has not, and without the unanimous consent of all of its directors, will not, issue any non-voting equity securities of the corporation.

Section 3.2 **Number and Term.** The number of members of the Board of Directors shall be determined pursuant to applicable law, or by resolution of the Shareholders, but shall not be less than the lesser of three (3) directors, or the number of Shareholders. The Directors shall hold office until the expiration of the term for which they were elected and shall continue in office

until their respective successors shall have been duly elected and qualified or until their earlier death, resignation, or removal from office.

Section 3.3 **Vacancies.** A resignation from the Board of Directors shall be deemed to take effect upon its receipt by the Secretary, unless some other time is specified therein. The acceptance of any resignation shall not be necessary to make it effective unless so specified in the resignation. Any Director may be removed at any time, with or without cause, by a majority of the Shareholders. In case of any vacancy in the Board of Directors, the remaining Directors, even though they may be less than a quorum of the entire number of Directors constituting a full Board, may at any duly convened meeting, except as hereinafter provided, elect a successor to hold office for the unexpired portion of the term of the Director whose place shall be vacant, and until the election and qualification of a successor.

Section 3.4 **Regular Meetings.** Regular meetings of the Board of Directors shall be held annually on such dates as the Board may designate.

Section 3.5 **Special Meetings.** Special meetings of the Board of Directors shall be called by the Secretary and held at the request of the President or two (2) of the Directors, if there is more than one Director.

Section 3.6 **Notice of Meetings.** The Secretary shall give notice of each meeting of the Board of Directors, whether regular or special, to each member of the Board.

Section 3.7 **uorum.** A majority of the Directors in office at the time shall constitute a quorum at all meetings thereof.

Section 3.8 **Voting.** Unless otherwise required by applicable law or the Articles of Incorporation, all decisions of the Board of Directors shall be decided by a majority of the Directors present at a meeting at which a quorum is present. Each Director shall be entitled to one (1) vote.

Section 3.9 **Place of Meetings.** The Board of Directors may hold its meetings at such place or places within or without the State of Ohio as the Board may, from time to time, determine.

Section 3.10 **Action without a Meeting.** Any action which may be taken at a meeting of directors may be taken without a meeting if authorized by a writing or writings signed by all of the directors, which writing or writings shall be filed with or entered upon the records of the corporation.

ARTICLE IV OFFICERS

Section 4.1 **General Provisions.** The officers of this corporation shall include, and the Board of Directors shall elect a President, a Secretary, a Treasurer, and the Board of Directors may

elect a Chairman of the Board, one or more vice presidents, and such other officers as the Board of Directors may, from time to time, elect, all of whom may or may not be Directors. The officers shall hold office until the expiration of the term for which they were elected and shall continue in office until their respective successors shall have been duly elected and qualified or until their earlier death, resignation, or removal from office.

Section 4.2 **Powers and Duties Generally.** All officers, as between themselves and the corporation, shall respectively have such authority and perform such duties as are customarily incident to their respective offices, as set forth herein, and as may be specified from time to time by the directors, regardless of whether such authority and duties are customarily incident to such office. In the absence of any officer of the corporation, or for any other reason the directors may deem sufficient, the directors may delegate for the time being, the powers or duties of such officer, or any of them, to any other officer or to any director.

Section 4.3 **President.** The President shall preside at all meetings of shareholders and Board of Directors. The President shall exercise, subject to the control of the Board of Directors and the shareholders of the corporation, a general supervision over the affairs of the corporation, and shall perform generally all duties incident to the office and such other duties as may be assigned to the President from time to time by the Board of Directors.

Section 4.4 **Secretary.** The Secretary shall keep the minutes of all proceedings of the Board of Directors and the shareholders and make a proper record of same, which shall be attested to by the Secretary, and shall have such further duties as may be assigned to the Secretary by the Board of Directors.

Section 4.5 **Treasurer.** The Treasurer shall have the custody of the funds and securities of the corporation which may come into the Treasurer's hands, and shall do with the same as may be ordered by the Board of Directors. When necessary or proper, the Treasurer may endorse on behalf of the corporation, for collection, checks, notes and other obligations. The Treasurer shall deposit the funds of the corporation to its credit in such hands and depositories as the Board of Directors may, from time to time, designate. The Treasurer shall also have such further duties as may be assigned to the Treasurer by the Board of Directors.

Section 4.6 **Removal.** Any officer or employee elected or appointed by the Board of Directors may be removed at any time for any reason upon vote of the majority of the whole Board of Directors. Resignation as an officer of this corporation shall be deemed to take effect upon its receipt by the Secretary, unless some other time is specified therein. The acceptance of any resignation shall not be necessary to make it effective unless so specified in the resignation.

ARTICLE V INDEMNIFICATION

Section 5.1 **Mandatory Indemnification.** The corporation shall indemnify, to the fullest extent now or hereafter permitted by law, any director or officer who was or is a party or is threatened to be made a party to, or is involved in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (hereafter, a “proceeding”), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, partner, trustee, employee or agent or in any other capacity while serving as a director, officer, partner, trustee, employee or agent, against all expense, liability and loss (including attorneys’ fees), judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement, reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, partner, trustee, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 5.4 hereof, the corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the corporation.

Section 5.2 **Permissive Indemnification.** The corporation may indemnify any employee or agent of the corporation to an extent greater than that required by law only if and to the extent that the directors may, in their discretion, so determine.

Section 5.3 **Payment of Expenses.** The provisions of Section 1701.13(E)(5)(a) of the Ohio Revised Code do not apply to the corporation. Expenses, including attorneys’ fees, incurred by a director or officer of the corporation in defending any proceeding referred to in this Article V shall be paid by the corporation only after final disposition of such proceeding and upon a determination by a court of competent jurisdiction that such officer or director is entitled to indemnification.

Section 5.4 **Action to Compel Payment.** If a claim under Section 5.1 hereof is not paid in full by the corporation within thirty (30) days after a written claim therefor has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to also be paid the expenses of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the corporation) that the claimant has not met the standards of conduct which makes it permissible under the Ohio General Corporation Law for the corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the corporation. Neither the failure of the corporation (including its directors, independent legal

counsel, or its shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Ohio General Corporation Law, nor an actual determination by the corporation (including its directors, independent legal counsel, or its shareholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 5.5 **Nonexclusive Remedy**. The indemnification and advancement of expenses provided under this Section 5 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any law, the Articles, these Regulations, any agreement, vote of shareholders or of disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office.

Section 5.6 **Contractual Obligation**. This Section 5 shall be deemed to be a contract between the corporation and each director or officer of the corporation, or individual who is or was serving at the request of the corporation as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, who serves in such capacity at any time while this Section 5 is in effect, and any repeal, amendment or other modification of this Section 5 shall not affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts.

Section 5.7 **Savings Clause**. If this Section 5 or any portion thereof shall be invalidated or found unenforceable on any ground by any court of competent jurisdiction, then the corporation shall nevertheless indemnify each director, officer, employee or agent of the corporation against expenses (including attorneys' fees), judgments, fines, excise taxes, penalties and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, to the full extent permitted by any applicable portion of this Section 5 that shall not have been invalidated or found unenforceable, or by any other applicable law.

Section 5.8 **Insurance**. The corporation may maintain insurance, at its expense, to protect itself and on behalf of any director, officer, employee or agent of the corporation or individual serving at the request of the corporation as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Ohio General Corporation Law.

Section 5.9 **Subject to the Articles**. The foregoing provisions of this Article 5 notwithstanding, any obligation of the Company to indemnify any person pursuant to this Article 5 shall be at all times be subject to the restrictions set forth in the Articles.

**ARTICLE VI
SECURITIES HELD BY THE CORPORATION**

Section 6.1 **Transfer of Securities Owned by the Corporation**. All endorsements, assignments, transfers, stock powers, share powers or other instruments of transfer of securities standing in the name of the corporation shall be executed for and in the name of the corporation by the President, a vice president, the secretary or the treasurer or any other person or persons as may be thereunto authorized by the Board of Directors.

Section 6.2 **Voting Securities Held by the Corporation**. The chairman of the board, president, any vice president, secretary or treasurer, in person or by another person thereunto authorized by the directors, in person or by proxy or proxies appointed by him or her, shall have full power and authority on behalf of the corporation to vote, act and consent with respect to any securities issued by other corporations which the corporation may own.

**ARTICLE VII
CONSISTENCY OF ARTICLES OF INCORPORATION**

Section 7.1 If any provisions of these Regulations shall be inconsistent with the corporation's Articles (and as they may be amended from time to time), the Articles (as so amended at the time) shall govern.

**ARTICLE VIII
AMENDMENTS**

Section 8.1 These Regulations may be amended or new regulations may be enacted: (a) by the affirmative vote of the holders of shares entitling them to exercise a majority of the voting power of the corporation at any meeting called for such purpose; or (b) without a meeting, by the written approval of the holders of two-thirds of the voting shares of the corporation. In the event of amendment or enactment of new regulations by such written consent, the Secretary of the corporation shall mail a copy of such amendment or new regulations to each shareholder who did not participate in the approval thereof.

S&G Hospitality, Inc. Second Amended Plan Exhibit IV.C.1.b

[Forms of Operating Agreements of Reorganized Buckeye Lodging, LLC, Reorganized Lancaster Hospitality, LLC, and Reorganized Sunburst Hotels, LLC]

**AMENDED AND RESTATED
DECLARATION OF SOLE MEMBER OF
BUCKEYE LODGING, LLC**
an Ohio Limited Liability Company

MEMBER **S&G Hospitality, Inc.**, an Ohio corporation (the “Member”)

THE COMPANY **Buckeye Lodging, LLC** (the “Company”)

EFFECTIVE DATE **, 2022** (the “Effective Date”)

The Company was formed as a single member limited liability company under Chapter 1705 of the Ohio Revised Code, as superseded by Chapter 1706 of the Ohio Revised Code, as amended from time to time (the “Ohio LLC Act”), and will be governed and operated accordingly. On November 7, 2012, an authorized representative filed the Articles of Organization (the “Articles”) with the Ohio Secretary of State, which completed the steps necessary to form the Company. The Member made an amended and restated limited liability declaration as of January 1, 2015 (the “Previous Declaration”). Now, the Member makes this “Declaration” to amend and restate in its entirety the Previous Declaration, and govern the organization and operation of the Company’s business, to be effective as of the Effective Date provided above.

I. General Provisions.

A. Purpose. The Company has been formed for the purpose of engaging in and taking any and all lawful acts concerning any and all lawful businesses for which limited liability companies may be organized pursuant to the Ohio LLC Act.

B. Name. The Company will carry on business under the name stated above, or under such other name as the Member determines, from time to time.

C. Principal Office. The principal office of the Company will be at 5125 Post Road, Dublin, Ohio 43017, unless and until the Member determines otherwise.

D. Membership Interest. The Company shall be authorized to issue a single class of Membership Interest (as defined in the Ohio LLC Act) (the “Membership Interest”, including any and all benefits to which the holder of such Membership Interest may be entitled in this Declaration, together with all obligations of such person to comply with the terms and provisions of this Declaration).

E. Capital Contribution. The Member has made an initial capital contribution of \$100.00 cash to the Company in exchange for its Membership Interest. The Member may contribute such additional cash or property to the capital of the Company as the Member may from time to time decide, but the Member shall have no obligation to contribute or otherwise to transfer to the Company any cash or non-cash property for any other reason. The Member’s liability for

the obligations of the Company as the sole Member and its manager shall be limited to the value of the capital contribution.

F. Statutory Agent. The Company's statutory agent shall be maintained as required by Section 1706.09 of the Ohio LLC Act. It may be changed at the discretion of the Member.

II. Distributions and Allocations.

A. Distributions. The Member may cause the Company to distribute any cash held by it which is not reasonably necessary for the operation of the Company to the Member at any time. Upon the occurrence of an event set forth in Article VII hereof, the Member shall be entitled to receive, after paying or making reasonable provision for all of the Company's creditors to the extent required by Section 1706.475 of the Ohio LLC Act, the remaining funds of the Company.

B. Allocations. All the profits, losses, income, gains, deductions, credits or similar items of the Company are allocated solely in the Member, absent a contemporaneous or subsequent written declaration of the Member to the contrary.

III. Management Authority.

A. Reserved to Member. The Company shall be managed by the Member, who may act on behalf of the Company with or without a meeting and regardless of any financial interest the Member may have in such action. For convenience, to demonstrate the Member's authority to third parties, the Member adopts the title of Managing Member of the Company. Subject to the Ohio LLC Act, the Articles and this Agreement, the Member shall have authority to do every act consistent with the law. The Member shall have all powers and duties as set forth in the Ohio LLC Act. No person shall have any duty or obligation to inquire into the authority or power of the Member regarding the Member's actions on behalf of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be grounds for imposing liability on the Member for liabilities, debts and obligations of the Company solely for being the sole Member of the Company, or for being the Managing Member of the Company.

B. Agents. The Member may designate in writing any agent(s) who will have actual authority as the Member determines, and will serve at the Member's pleasure. Unless provided otherwise in writing, such agents' authority will be non-exclusive and the Member will retain full concurrent authority with respect thereto.

IV. Transfers of Membership Interest.

A. Permitted transferees. The Member may assign all or any part of its Membership Interest (an assignee of such Membership Interest is hereinafter referred to as a "Permitted Transferee"). The Member has the authority to give a Permitted Transferee the right to be admitted

as a substituted member upon such assignment and Permitted Transferee's agreement in writing to assume all obligations of the transferring Member as a Member under, and to be bound by, this Agreement, to the extent of the transferred Membership Interest. The following transferee(s) shall be Permitted Transferees who have been given the right to become substituted members by the Member upon assignment in accordance with this Section IV(A):

1. Dissolution of a Partnership, Limited Liability Company, Corporation.

Upon the dissolution of a partnership, limited liability company, corporation, or other entity that is a member, or the revocation of the charter of a corporation that is a member, the transferee(s) of such entity's Membership Interest by reason of such dissolution or revocation.

In any event where more than one person admitted as a member, such members shall endeavor to promptly adopt an appropriate operating agreement.

B. Withdrawal. The Ohio LLC Act provides for the automatic dissociation of a member upon the occurrence of certain events listed at Sections 1706.411 (C) and (D), the occurrence of such events shall not cause the withdrawal of a member.

V. Tax Matters.

A. Accounting Method. The Company will adopt a method of accounting in compliance with the requirements of the Internal Revenue Code.

B. Tax Year. The Company adopts a calendar year for financial accounting and tax purposes.

C. Disregarded Status. Absent a future written declaration of the Member or agreement with the Member to the contrary, the Company intends to qualify for federal taxation as a sole proprietorship, disregarding the entity as separate from its owner for purposes of federal taxation only, and has relied on such tax treatment in accordance with the default provisions of Treas. Reg. section 301.7701-1. The Company will take the action necessary to provide similar state and local treatment, to the extent available. The Member and the Company intend that the terms and undertakings of the Declaration be construed liberally in favor of this expressed intent.

VI. Indemnification. It is the Company's intention to and it hereby agrees to indemnify the Member and agents for their conduct, to the fullest extent possible under the Ohio LLC Act. In addition, it is the Company's intention, and it hereby agrees to pay for or reimburse the reasonable expenses (including attorney fees, judgments, fines, and amounts paid in settlement) ("Expenses") to the fullest extent possible under the Ohio LLC Act. The indemnification and reimbursement of Expenses authorized herein shall not be exclusive to any other rights to which any person may be entitled.

VII. Dissolution. The Company will dissolve only upon the occurrence of any of the following events:

A. **Agreement.** The dissolution of the Company by the Member;

B. **Judicial Dissolution.** The entry of a decree of judicial dissolution under Section 1706.47 of the Ohio LLC Act.

VIII. Miscellaneous Provisions.

A. **Choice of Law.** This Declaration for all purposes shall be construed under and governed by the laws of the State of Ohio.

B. **Successor, Assigns.** The term and provisions of this Declaration inure to the benefit of, are binding upon and are enforceable by the heirs, personal representatives, successors and assigns of the Member and the Company.

C. **Rights and Remedies.** Nothing express or implied in this Declaration is intended or is to be construed to confer upon or give to any person or entity (other than the Member or the Member's successors-in-interest, if any, in accordance with the provisions of this Declaration), any rights or remedies hereunder or by reason hereof.

D. **Additional Interests.** Unless otherwise provided by the Member, the terms and conditions of this Declaration shall apply to any Membership Interest in the Company now owned or hereafter acquired by the Member. The Member hereby agrees that the Company shall not, and this Declaration does prohibit the issuance of non-voting equity securities in the Company. No non-voting Membership Interests in the Company shall be issued.

E. **Securities Disclosures.** The Member represents to the Company that the Member has purchased or holds its membership interest in the Company for long-term investment purposes and not for resale, and intends to hold such membership interest for investment for the Member's own account and does not intend to dispose of such membership interest or any part thereof or any interest therein. THE MEMBER REPRESENTS TO THE COMPANY THAT THE MEMBER IS AWARE THAT ITS MEMBERSHIP INTEREST WAS NOT REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY APPLICABLE STATE SECURITIES LAWS, AND THAT THE MEMBER MAY NOT SELL OR OTHERWISE TRANSFER ALL OR ANY PART OF ITS MEMBERSHIP INTEREST EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND ALL APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO APPLICABLE AND PERFECTED EXEMPTIONS THEREFROM.

F. **Meetings.** Except as otherwise required by the Ohio LLC Act, (a) the Company will not be required to hold meetings of the Member; and (b) if a meeting of the Member is required or desired, any action which may be authorized or taken at such meeting, may be authorized or taken without a meeting in a writing or writings signed by the Member.

G. Third Party Beneficiaries. The provisions of this Declaration are intended only for the regulation of the relations between the Member and the Company and are not intended for the benefit of nonmember creditors and does not grant any rights to, or confer any benefits on, nonmember creditors or any other person who is not a member of the Company.

IN WITNESS WHEREOF, the Member has made this Declaration effective the day and year first written above.

MEMBER

S&G HOSPITALITY, INC.

By _____

**AMENDED AND RESTATED
DECLARATION OF SOLE MEMBER OF
LANCASTER HOSPITALITY, LLC**
an Ohio Limited Liability Company

MEMBER **S&G Hospitality, Inc.**, an Ohio corporation (the “Member”)

THE COMPANY **Lancaster Hospitality, LLC** (the “Company”)

EFFECTIVE DATE **, 2025** (the “Effective Date”)

The Company was formed as a single member limited liability company under Chapter 1705 of the Ohio Revised Code, as superseded by Chapter 1706 of the Ohio Revised Code, as amended from time to time (the “Ohio LLC Act”), and will be governed and operated accordingly. On January 16, 2015, an authorized representative filed the Articles of Organization (the “Articles”) with the Ohio Secretary of State, which completed the steps necessary to form the Company. The Member made a limited liability declaration as of January 16, 2015 (the “Previous Declaration”). Now, the Member makes this “Declaration” to amend and restate in its entirety the Previous Declaration, and govern the organization and operation of the Company’s business, to be effective as of the Effective Date provided above.

I. General Provisions.

A. Purpose. The Company has been formed for the purpose of engaging in and taking any and all lawful acts concerning any and all lawful businesses for which limited liability companies may be organized pursuant to the Ohio LLC Act.

B. Name. The Company will carry on business under the name stated above, or under such other name as the Member determines, from time to time.

C. Principal Office. The principal office of the Company will be at 5125 Post Road, Dublin, Ohio 43017, unless and until the Member determines otherwise.

D. Membership Interest. The Company shall be authorized to issue a single class of Membership Interest (as defined in the Ohio LLC Act) (the “Membership Interest”, including any and all benefits to which the holder of such Membership Interest may be entitled in this Declaration, together with all obligations of such person to comply with the terms and provisions of this Declaration).

E. Capital Contribution. The Member has made an initial capital contribution of \$100.00 cash to the Company in exchange for its Membership Interest. The Member may contribute such additional cash or property to the capital of the Company as the Member may from time to time decide, but the Member shall have no obligation to contribute or otherwise to transfer to the Company any cash or non-cash property for any other reason. The Member’s liability for

the obligations of the Company as the sole Member and its manager shall be limited to the value of the capital contribution.

F. Statutory Agent. The Company's statutory agent shall be maintained as required by Section 1706.09 of the Ohio LLC Act. It may be changed at the discretion of the Member.

II. Distributions and Allocations.

A. Distributions. The Member may cause the Company to distribute any cash held by it which is not reasonably necessary for the operation of the Company to the Member at any time. Upon the occurrence of an event set forth in Article VII hereof, the Member shall be entitled to receive, after paying or making reasonable provision for all of the Company's creditors to the extent required by Section 1706.475 of the Ohio LLC Act, the remaining funds of the Company.

B. Allocations. All the profits, losses, income, gains, deductions, credits or similar items of the Company are allocated solely in the Member, absent a contemporaneous or subsequent written declaration of the Member to the contrary.

III. Management Authority.

A. Reserved to Member. The Company shall be managed by the Member, who may act on behalf of the Company with or without a meeting and regardless of any financial interest the Member may have in such action. For convenience, to demonstrate the Member's authority to third parties, the Member adopts the title of Managing Member of the Company. Subject to the Ohio LLC Act, the Articles and this Agreement, the Member shall have authority to do every act consistent with the law. The Member shall have all powers and duties as set forth in the Ohio LLC Act. No person shall have any duty or obligation to inquire into the authority or power of the Member regarding the Member's actions on behalf of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be grounds for imposing liability on the Member for liabilities, debts and obligations of the Company solely for being the sole Member of the Company, or for being the Managing Member of the Company.

B. Agents. The Member may designate in writing any agent(s) who will have actual authority as the Member determines, and will serve at the Member's pleasure. Unless provided otherwise in writing, such agents' authority will be non-exclusive and the Member will retain full concurrent authority with respect thereto.

IV. Transfers of Membership Interest.

A. Permitted transferees. The Member may assign all or any part of its Membership Interest (an assignee of such Membership Interest is hereinafter referred to as a "Permitted Transferee"). The Member has the authority to give a Permitted Transferee the right to be admitted

as a substituted member upon such assignment and Permitted Transferee's agreement in writing to assume all obligations of the transferring Member as a Member under, and to be bound by, this Agreement, to the extent of the transferred Membership Interest. The following transferee(s) shall be Permitted Transferees who have been given the right to become substituted members by the Member upon assignment in accordance with this Section IV(A):

1. Dissolution of a Partnership, Limited Liability Company, Corporation.

Upon the dissolution of a partnership, limited liability company, corporation, or other entity that is a member, or the revocation of the charter of a corporation that is a member, the transferee(s) of such entity's Membership Interest by reason of such dissolution or revocation.

In any event where more than one person admitted as a member, such members shall endeavor to promptly adopt an appropriate operating agreement.

B. Withdrawal. The Ohio LLC Act provides for the automatic dissociation of a member upon the occurrence of certain events listed at Sections 1706.411 (C) and (D), the occurrence of such events shall not cause the withdrawal of a member.

V. Tax Matters.

A. Accounting Method. The Company will adopt a method of accounting in compliance with the requirements of the Internal Revenue Code.

B. Tax Year. The Company adopts a calendar year for financial accounting and tax purposes.

C. Disregarded Status. Absent a future written declaration of the Member or agreement with the Member to the contrary, the Company intends to qualify for federal taxation as a sole proprietorship, disregarding the entity as separate from its owner for purposes of federal taxation only, and has relied on such tax treatment in accordance with the default provisions of Treas. Reg. section 301.7701-1. The Company will take the action necessary to provide similar state and local treatment, to the extent available. The Member and the Company intend that the terms and undertakings of the Declaration be construed liberally in favor of this expressed intent.

VI. Indemnification. It is the Company's intention to and it hereby agrees to indemnify the Member and agents for their conduct, to the fullest extent possible under the Ohio LLC Act. In addition, it is the Company's intention, and it hereby agrees to pay for or reimburse the reasonable expenses (including attorney fees, judgments, fines, and amounts paid in settlement) ("Expenses") to the fullest extent possible under the Ohio LLC Act. The indemnification and reimbursement of Expenses authorized herein shall not be exclusive to any other rights to which any person may be entitled.

VII. Dissolution. The Company will dissolve only upon the occurrence of any of the following events:

A. **Agreement.** The dissolution of the Company by the Member;

B. **Judicial Dissolution.** The entry of a decree of judicial dissolution under Section 1706.47 of the Ohio LLC Act.

VIII. Miscellaneous Provisions.

A. **Choice of Law.** This Declaration for all purposes shall be construed under and governed by the laws of the State of Ohio.

B. **Successor, Assigns.** The term and provisions of this Declaration inure to the benefit of, are binding upon and are enforceable by the heirs, personal representatives, successors and assigns of the Member and the Company.

C. **Rights and Remedies.** Nothing express or implied in this Declaration is intended or is to be construed to confer upon or give to any person or entity (other than the Member or the Member's successors-in-interest, if any, in accordance with the provisions of this Declaration), any rights or remedies hereunder or by reason hereof.

D. **Additional Interests.** Unless otherwise provided by the Member, the terms and conditions of this Declaration shall apply to any Membership Interest in the Company now owned or hereafter acquired by the Member. The Member hereby agrees that the Company shall not, and this Declaration does prohibit the issuance of non-voting equity securities in the Company. No non-voting Membership Interests in the Company shall be issued.

E. **Securities Disclosures.** The Member represents to the Company that the Member has purchased or holds its membership interest in the Company for long-term investment purposes and not for resale, and intends to hold such membership interest for investment for the Member's own account and does not intend to dispose of such membership interest or any part thereof or any interest therein. THE MEMBER REPRESENTS TO THE COMPANY THAT THE MEMBER IS AWARE THAT ITS MEMBERSHIP INTEREST WAS NOT REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY APPLICABLE STATE SECURITIES LAWS, AND THAT THE MEMBER MAY NOT SELL OR OTHERWISE TRANSFER ALL OR ANY PART OF ITS MEMBERSHIP INTEREST EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND ALL APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO APPLICABLE AND PERFECTED EXEMPTIONS THEREFROM.

F. **Meetings.** Except as otherwise required by the Ohio LLC Act, (a) the Company will not be required to hold meetings of the Member; and (b) if a meeting of the Member is required or desired, any action which may be authorized or taken at such meeting, may be authorized or taken without a meeting in a writing or writings signed by the Member.

G. Third Party Beneficiaries. The provisions of this Declaration are intended only for the regulation of the relations between the Member and the Company and are not intended for the benefit of nonmember creditors and does not grant any rights to, or confer any benefits on, nonmember creditors or any other person who is not a member of the Company.

IN WITNESS WHEREOF, the Member has made this Declaration effective the day and year first written above.

MEMBER

S&G HOSPITALITY, INC.

By _____

**AMENDED AND RESTATED
DECLARATION OF SOLE MEMBER OF
SUNBURST HOTELS LLC
an Ohio Limited Liability Company**

MEMBER **S&G Hospitality, Inc.**, an Ohio corporation (the “Member”)

THE COMPANY **Sunburst Hotels LLC** (the “Company”)

EFFECTIVE DATE **, 2022** (the “Effective Date”)

The Company was formed as a single member limited liability company under Chapter 1705 of the Ohio Revised Code, as superseded by Chapter 1706 of the Ohio Revised Code, as amended from time to time (the “Ohio LLC Act”), and will be governed and operated accordingly. On January 26, 2007, an authorized representative filed the Articles of Organization (the “Articles”) with the Ohio Secretary of State, which completed the steps necessary to form the Company. The Member made an amended and restated limited liability declaration as of January 1, 2015 (the “Previous Declaration”). Now, the Member makes this “Declaration” to amend and restate in its entirety the Previous Declaration, and govern the organization and operation of the Company’s business, to be effective as of the Effective Date provided above.

I. General Provisions.

A. Purpose. The Company has been formed for the purpose of engaging in and taking any and all lawful acts concerning any and all lawful businesses for which limited liability companies may be organized pursuant to the Ohio LLC Act.

B. Name. The Company will carry on business under the name stated above, or under such other name as the Member determines, from time to time.

C. Principal Office. The principal office of the Company will be at 5125 Post Road, Dublin, Ohio 43017, unless and until the Member determines otherwise.

D. Membership Interest. The Company shall be authorized to issue a single class of Membership Interest (as defined in the Ohio LLC Act) (the “Membership Interest”, including any and all benefits to which the holder of such Membership Interest may be entitled in this Declaration, together with all obligations of such person to comply with the terms and provisions of this Declaration).

E. Capital Contribution. The Member has made an initial capital contribution of \$100.00 cash to the Company in exchange for its Membership Interest. The Member may contribute such additional cash or property to the capital of the Company as the Member may from time to time decide, but the Member shall have no obligation to contribute or otherwise to transfer to the Company any cash or non-cash property for any other reason. The Member’s liability for

the obligations of the Company as the sole Member and its manager shall be limited to the value of the capital contribution.

F. Statutory Agent. The Company's statutory agent shall be maintained as required by Section 1706.09 of the Ohio LLC Act. It may be changed at the discretion of the Member.

II. Distributions and Allocations.

A. Distributions. The Member may cause the Company to distribute any cash held by it which is not reasonably necessary for the operation of the Company to the Member at any time. Upon the occurrence of an event set forth in Article VII hereof, the Member shall be entitled to receive, after paying or making reasonable provision for all of the Company's creditors to the extent required by Section 1706.475 of the Ohio LLC Act, the remaining funds of the Company.

B. Allocations. All the profits, losses, income, gains, deductions, credits or similar items of the Company are allocated solely in the Member, absent a contemporaneous or subsequent written declaration of the Member to the contrary.

III. Management Authority.

A. Reserved to Member. The Company shall be managed by the Member, who may act on behalf of the Company with or without a meeting and regardless of any financial interest the Member may have in such action. For convenience, to demonstrate the Member's authority to third parties, the Member adopts the title of Managing Member of the Company. Subject to the Ohio LLC Act, the Articles and this Agreement, the Member shall have authority to do every act consistent with the law. The Member shall have all powers and duties as set forth in the Ohio LLC Act. No person shall have any duty or obligation to inquire into the authority or power of the Member regarding the Member's actions on behalf of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be grounds for imposing liability on the Member for liabilities, debts and obligations of the Company solely for being the sole Member of the Company, or for being the Managing Member of the Company.

B. Agents. The Member may designate in writing any agent(s) who will have actual authority as the Member determines, and will serve at the Member's pleasure. Unless provided otherwise in writing, such agents' authority will be non-exclusive and the Member will retain full concurrent authority with respect thereto.

IV. Transfers of Membership Interest.

A. Permitted transferees. The Member may assign all or any part of its Membership Interest (an assignee of such Membership Interest is hereinafter referred to as a "Permitted Transferee"). The Member has the authority to give a Permitted Transferee the right to be admitted

as a substituted member upon such assignment and Permitted Transferee's agreement in writing to assume all obligations of the transferring Member as a Member under, and to be bound by, this Agreement, to the extent of the transferred Membership Interest. The following transferee(s) shall be Permitted Transferees who have been given the right to become substituted members by the Member upon assignment in accordance with this Section IV(A):

1. Dissolution of a Partnership, Limited Liability Company, Corporation.

Upon the dissolution of a partnership, limited liability company, corporation, or other entity that is a member, or the revocation of the charter of a corporation that is a member, the transferee(s) of such entity's Membership Interest by reason of such dissolution or revocation.

In any event where more than one person admitted as a member, such members shall endeavor to promptly adopt an appropriate operating agreement.

B. Withdrawal. The Ohio LLC Act provides for the automatic dissociation of a member upon the occurrence of certain events listed at Sections 1706.411 (C) and (D), the occurrence of such events shall not cause the withdrawal of a member.

V. Tax Matters.

A. Accounting Method. The Company will adopt a method of accounting in compliance with the requirements of the Internal Revenue Code.

B. Tax Year. The Company adopts a calendar year for financial accounting and tax purposes.

C. Disregarded Status. Absent a future written declaration of the Member or agreement with the Member to the contrary, the Company intends to qualify for federal taxation as a sole proprietorship, disregarding the entity as separate from its owner for purposes of federal taxation only, and has relied on such tax treatment in accordance with the default provisions of Treas. Reg. section 301.7701-1. The Company will take the action necessary to provide similar state and local treatment, to the extent available. The Member and the Company intend that the terms and undertakings of the Declaration be construed liberally in favor of this expressed intent.

VI. Indemnification. It is the Company's intention to and it hereby agrees to indemnify the Member and agents for their conduct, to the fullest extent possible under the Ohio LLC Act. In addition, it is the Company's intention, and it hereby agrees to pay for or reimburse the reasonable expenses (including attorney fees, judgments, fines, and amounts paid in settlement) ("Expenses") to the fullest extent possible under the Ohio LLC Act. The indemnification and reimbursement of Expenses authorized herein shall not be exclusive to any other rights to which any person may be entitled.

VII. Dissolution. The Company will dissolve only upon the occurrence of any of the following events:

A. **Agreement.** The dissolution of the Company by the Member;

B. **Judicial Dissolution.** The entry of a decree of judicial dissolution under Section 1706.47 of the Ohio LLC Act.

VIII. Miscellaneous Provisions.

A. **Choice of Law.** This Declaration for all purposes shall be construed under and governed by the laws of the State of Ohio.

B. **Successor, Assigns.** The term and provisions of this Declaration inure to the benefit of, are binding upon and are enforceable by the heirs, personal representatives, successors and assigns of the Member and the Company.

C. **Rights and Remedies.** Nothing express or implied in this Declaration is intended or is to be construed to confer upon or give to any person or entity (other than the Member or the Member's successors-in-interest, if any, in accordance with the provisions of this Declaration), any rights or remedies hereunder or by reason hereof.

D. **Additional Interests.** Unless otherwise provided by the Member, the terms and conditions of this Declaration shall apply to any Membership Interest in the Company now owned or hereafter acquired by the Member. The Member hereby agrees that the Company shall not, and this Declaration does prohibit the issuance of non-voting equity securities in the Company. No non-voting Membership Interests in the Company shall be issued.

E. **Securities Disclosures.** The Member represents to the Company that the Member has purchased or holds its membership interest in the Company for long-term investment purposes and not for resale, and intends to hold such membership interest for investment for the Member's own account and does not intend to dispose of such membership interest or any part thereof or any interest therein. THE MEMBER REPRESENTS TO THE COMPANY THAT THE MEMBER IS AWARE THAT ITS MEMBERSHIP INTEREST WAS NOT REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY APPLICABLE STATE SECURITIES LAWS, AND THAT THE MEMBER MAY NOT SELL OR OTHERWISE TRANSFER ALL OR ANY PART OF ITS MEMBERSHIP INTEREST EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND ALL APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO APPLICABLE AND PERFECTED EXEMPTIONS THEREFROM.

F. **Meetings.** Except as otherwise required by the Ohio LLC Act, (a) the Company will not be required to hold meetings of the Member; and (b) if a meeting of the Member is required or desired, any action which may be authorized or taken at such meeting, may be authorized or taken without a meeting in a writing or writings signed by the Member.

G. Third Party Beneficiaries. The provisions of this Declaration are intended only for the regulation of the relations between the Member and the Company and are not intended for the benefit of nonmember creditors and does not grant any rights to, or confer any benefits on, nonmember creditors or any other person who is not a member of the Company.

IN WITNESS WHEREOF, the Member has made this Declaration effective the day and year first written above.

MEMBER

S&G HOSPITALITY, INC.

By _____

Plan Exhibit IV.C.2 – Initial Officers and Directors of Reorganized Debtors

I. S&G Hospitality, LLC

Director(s) – To be selected by SDGD, LLC and disclosed no later than the commencement of the hearing to approve the Disclosure Statement

President – To be selected by Director(s) and disclosed no later than the commencement of the hearing to approve the Disclosure Statement

Secretary – To be selected by Director(s) and disclosed no later than the commencement of the hearing to approve the Disclosure Statement

Treasurer – To be selected by Director(s) and disclosed no later than the commencement of the hearing to approve the Disclosure Statement

II. Buckeye Lodging, LLC

Entity is a member managed LLC, with S G Hospitality, LLC managing the entity

President – To be selected by Manager and disclosed no later than the commencement of the hearing to approve the Disclosure Statement

Secretary – To be selected by Manager and disclosed no later than the commencement of the hearing to approve the Disclosure Statement

Treasurer – To be selected by Manager and disclosed no later than the commencement of the hearing to approve the Disclosure Statement

III. Lancaster Hospitality, LLC

Entity is a member managed LLC, with S G Hospitality, LLC managing the entity

President – To be selected by Manager and disclosed no later than the commencement of the hearing to approve the Disclosure Statement

Secretary – To be selected by Manager and disclosed no later than the commencement of the hearing to approve the Disclosure Statement

Treasurer – To be selected by Manager and disclosed no later than the commencement of the hearing to approve the Disclosure Statement

IV. Sunburst Hotels, LLC

Entity is a member managed LLC, with S G Hospitality, LLC managing the entity

President – To be selected by Manager and disclosed no later than the commencement of the hearing to approve the Disclosure Statement

Secretary – To be selected by Manager and disclosed no later than the commencement of the hearing to approve the Disclosure Statement

Treasurer – To be selected by Manager and disclosed no later than the commencement of the hearing to approve the Disclosure Statement

S&G Hospitality, Inc. Second Amended Plan Exhibit IV.D.1

[Retained Actions]

Plan Exhibit IV.D.1 Retained Actions

The following are the claims and causes of action are “Retained Actions” under the *First Amended Joint Plan of Reorganization of S&G Hospitality, Inc. and Its Debtor Subsidiaries* (the “Plan”) and are being retained by the Debtors or conveyed to the Litigation Trust if such a transfer is contemplated by under the Plan.

1. Claims related to Jeffries Loan. Unless the RSS Settlement is agreed to, all claims and causes of action belonging to the Debtors against any party related to: (a) the Debtors’ borrowing under the Loan Agreement by and among Sunburst Hotels, LLC, Buckeye Lodging LLC, and Lancaster Hospitality, LLC, on the one hand, and Jeffries Loancore LLC, on the other hand, dated as of February 27, 2015; (b) the Promissory Note dated as of February 27, 2015 by Sunburst Hotels, LLC, Buckeye Lodging LLC, and Lancaster Hospitality, LLC in favor of Jeffries Loancore LLC or its assigns; (c) the mortgages, security agreements, assignments of leases and rents, fixture filings, and UCC filings related to the loan referenced in (a) and/or the promissory note referenced in (b); (d) the assignments of the Promissory Note referenced in (b) or the mortgages, security agreements, assignments of leases and rents, fixture filings, and UCC filings in (c) above; (e) the servicing of the mortgage loan documented by the foregoing; (f) the various proofs of claim filed by RSS COMM 2015-PC1-OH BL, LLC; or (g) the conduct of RSS COMM 2015-PC1-OH BL, LLC in the Debtors’ bankruptcy cases.
2. Claims against Itria. Unless the Itria Settlement is agreed to, all claims and causes of action belonging to the Debtors against Itria, whether based on the financing provided by Itria to the Debtors or otherwise.
3. Insurance claims. All claims and causes of action belonging to the Debtors against Westfield Insurance or any other provider of insurance against the Debtors for failure to pay any claims that have been made, or may be made, based on the policies of insurance they have issued to the Debtors.
4. Tax Refunds. All claims that the Debtors might have for refunds of Taxes against any federal, state, or local taxing authority.
5. Other claims. Any other claims or causes of action that the Debtor have against any other party.

S&G Hospitality, Inc. Second Amended Plan Exhibit V.A

[List of Assumed Executory Contracts]

EXHIBIT V.A. - List of Assumed Executory Contracts								
<u>Debtor Name</u>	<u>Schedule Number</u>	<u>Contract Name/Description</u>	<u>Counterparty Name</u>	<u>1st Address Line</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Cure Amount</u>
d		r d r	r r		r r			
d		r r	r r	r r				
d		r r	d r	r				
d		r r	r	d	M	M		
r		r r	r	d	M	M		
r		r r	r r	r r				
r		r d r	r r		r r			
r		r r		r r				d
r		d r	d	d r				
r		r r	r	d	M	M		
r		r r	r r	r r				
r		r d r	r r		r r			
r		r r						
r		d r	d	r r				
r		r r	M		r r			

S&G Hospitality, Inc. Second Amended Plan Exhibit V.C

[List of Rejected Executory Contracts]

EXHIBIT V.C - List of e ected Executory Contracts							
<u>Debtor Name</u>	<u>Schedule Number</u>	<u>Contract Name/Description</u>	<u>Counterparty Name</u>	<u>1st Address Line</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
d		r r	M		r r		
d			M r r r	M d r			
r			M r r r	M d r			
r			M r r r	M d r			