

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)

NOTICE OF FILING OF CERTAIN EXHIBITS TO SECOND AMENDED JOINT PLAN OF REORGANIZATION OF S&G HOSPITALITY, INC. AND ITS DEBTOR SUBSIDIARIES
[Re: Docket No. 462]

On May 16, 2025, the above-captioned Debtors and Debtors in Possession filed the *Second Amended Joint Plan of Reorganization of S&G Hospitality, Inc. and Its Debtor Subsidiaries, dated as of February 3, 2025* (Docket No. 462) (as it may be amended, the “**Plan**”). The Plan was originally filed with some, but not all, of the proposed Exhibits. The Debtors hereby are filing revised versions of Exhibits I.A.61 and I.A.76 to the Plan along with Exhibits III.C.1 and IV.C.2 which were not previously filed:

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

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

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

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

The Debtors reserve the right to amend, revise, or supplement these Exhibits or any other Exhibits previously filed in the future.

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).

Dated: June 19, 2025

Respectfully submitted,

/s/ David A. Beck

David A. Beck (0072868)
CARPENTER LIPPS LLP
280 North High Street, Suite 1300
Columbus, Ohio 43215
Telephone: (614) 365-4100
Facsimile: (614) 365-9145
E-mail: beck@carpenterlipps.com

COUNSEL FOR DEBTORS AND
DEBTORS IN POSSESSION

CERTIFICATE OF SERVICE

I hereby certify that on June 18, 2025 in accordance with the *Order Establishing Limited Notice and Service Procedures* (Docket No. 120) a copy of the *Notice of Filing of Certain Exhibits to the Second Amended Joint Plan of Reorganization of S&G Hospitality, Inc. and Its Debtor Subsidiaries* was served electronically on the date of filing through the Court's ECF system on all ECF System on all ECF participants registered in this case at the email address registered with the Court and by email on the parties on the Master Service List identified below as receiving service by email. A copy of this filing identified as receiving service by first-class mail will be place in the mail tomorrow, June 20, 2025, because today is a federal holiday.

Parties Served By Email

Office of the U.S. Trustee

Pamela D. Arndt
Office of the United States Trustee
170 N High Street, Suite 200
Columbus, OH 43215
Pamela.D.Arndt@usdoj.gov

Counsel to Rialto

Tami Kirby
Porter Wright Morris & Arthur LLP
One South Main Street, Suite 1600,
Dayton, OH 45402
tkirby@porterwright.com

Counsel to Itria

C. Kevin Kobbe
DLA Piper LLP (US)
Harbor East
650 S. Exeter Street, Suite 1100
Baltimore, Maryland 21202-4576
kevin.kobbe@dlapiper.com

Knight Capital Funding

Neil Morvant
neil.morvant@knightcapitalfunding.com
Knight Capital Funding
9 E Loockerman St., Ste 3A-543
Dover, Delaware 19901

Largest Unsecured Creditors

Hilton
4649 Paysphere Circle,
Chicago, IL 60674
Angela.Darr@hilton.com

HelmsBriscoe Performance Group, Inc.
20875 N, 90th Place,
Scottsdale, AZ, 85255
Collections@helmsbriscoe.com

ULINE
P.O. 88741,
Chicago, IL 60680
Chris.Stynes@Caine-Weiner.com

Xpress Management
P.O. Box 910801,
Lexington, KY 40591
Nicole@xpressmanagementsolutions.com

Ecolab
P.O. Box 32027
New York, NY 10087
Cory.Holliday@ecolab.com

Sysco Foods
P.O. Box 84266,
Cincinnati, OH 45262
Florence.Halterman@sysco.com

Red Roof Franchising
7815 Walton Parkway,
New Albany, OH 43054
wthomas@redroof.com

Pro Lighting LLC
P.O. Box 1201,
Hilliard, OH 43026
jjtreadway@gmail.com

Choice Hotels International
P.O. Box 99992,
Chicago, Illinois 60696-7792
Debbie.Furman@choicehotels.com

**Hampton Inns Franchise LLC
Counsel for Hampton Inns Franchise LLC**

Daniel M. Eliades, Esq.
Daniel.Eliades@klgates.com
David Catuogno, Esq.
David.Catuogno@klgates.com
K&L Gates LLP
One Newark Center, Tenth Floor
1085 Raymond Boulevard
Newark, NJ 07102

**Counsel for Ohio Power Company
dba American Electric Power**

Paul Schumacher
pschumacher@dmclaw.com
Dickie McCamey & Chilcote, P.C.
600 Superior Avenue East, Ste. 2330
Cleveland, Ohio 44114-26

**Counsel for State of Ohio Department
of Job and Family Services**

Brian M. Gianengeli
The Law Office of Charles Mifsud, LLC
6305 Emerald Parkway
Dublin, OH 43016
bgianangeli@mifsudlaw.com

Party served by first-class mail

United States Small Business Administration

United States Small Business Administration
Santa Ana Loan Liquidation Center,
200 W Santa Ana Blvd., Ste. 740,
Santa Ana CA 92701

/s/ David A. Beck

One of the Counsel for Debtors
and Debtors in Possession

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

[Form of New Secured Promissory Note]

AMEN E AN ES A E SE E
P MISS N E

\$11,000,000

Columbus, Ohio
[DATE MADE]

FOR VALUE RECEIVED, E E GING, , an Ohio limited liability company (“ e e”), AN AS E H SPI A I , , an Ohio limited liability company (“ a a ter”), and S N S H E S, , an Ohio limited liability company (“ r t”), collectively as maker, each having its principal place of business at 5955 E. Dublin Granville Road, New Albany, OH 43054 (collectively, “Ma er”), hereby unconditionally promises to pay to the order of SS MM 1 P 1 H , , as lender, having an address at [H E A ESS] (together with its successors and/or assigns, “ lder”), 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 “ te”) 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 “ la ”) and order of the Court approving the Plan dated [E A E]. This Note amends and restates in its entirety 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. 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.

A I E 1 SE I IN E ES

In conjunction with the delivery of this Note, the Maker is executing Amended and Restated Mortgages amending and restating the terms of the security documents and providing that they secure the payment of this Note. The property described in the Amended and Restated Mortgages are referred to collectively herein as the “ r ert ”. 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.

A I E PA MEN E MS

- A. 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 [FIF H A F HE M N H IMME IA E F ING HE EFFE I E A E AS EFINE HE P AN], 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 and payable in full..Maker may pay any monthly installment in advance of the due date.

- B. Each Maker shall have the right to sell and/or refinance its respective property and there shall be no prepayment penalty in the event of any prepayment to the Holder.
- (i) If 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, a mandatory prepayment of \$5.5 million of these proceeds shall be paid to Holder to reduce the principal balance of this Note.
 - (ii) If any sale or refinance 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, a mandatory prepayment of \$3.3 million of these proceeds shall be paid to Holder to reduce the principal balance of this Note.
 - (iii) If 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, a mandatory prepayment of \$2.2 million of these proceeds shall be paid to Holder to reduce the principal balance of this Note.

A I E EFA AN A E E A I N

So long as any obligations are outstanding hereunder, each of the following shall be considered an event of default under this Note (each, an “*e t e a l t*”):

- a. Maker’s failure to pay any installment on this Note when the same is due, or any part of such installment and Maker’s failure to pay same within 10 days of notice there of;
- b. Maker’s breach of any provision of the mortgages for the Property; and Maker’s failure to cure same within 60 days of notice thereof; provided, however, that if such breach cannot be cured within such 60 days period, then Maker shall have a reasonable period of time, not to exceed 180 days, to cure such breach ;
- 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 and Maker’s failure to cure same within 60 days of notice thereof; provided, however, that if such breach cannot be cured within such 60 days period, then Maker shall have a reasonable period of time, not to exceed 180 days, to cure such breach;
- d. Dissolution of or discontinuation of the active conduct of business of the Maker; and
- e. Subject to the provisions of this Note, 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) for which payments are not made in compliance with Section 2.b above; provided, however, that the transfer of the ownership interests in Maker’s parent company S&G Hospitality, LLC to SDGD Enterprises LLC, as provided for in the Plan, shall not constitute an event of default.

Upon the occurrence of an Event of Default and 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, upon notice in accordance with the provisions hereof, 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 with

reasonable notice and cure period(including unpaid interest), Upon acceleration of this Note by Holder, the Maker shall have 360 days to pay this Note in full.

A I E SA INGS A SE

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 the state of Ohio (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.

A I E N A HANGE

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 both parties

A I E 6 A I E S

Subject to the terms of this Note, 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.

A I E ANSFE

Upon the transfer of this Note by Holder, Holder shall give prior written notice to Maker and 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.

A I E G E N I N G A I S I I N S E I E F P E S S

(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 (WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA, . TO THE FULLEST EXTENT PERMITTED BY LAW, MAKER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVED ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS NOTE, AND THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO.

(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.

A I E S E S S S A N A S S I G N S

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 2, Section B and in Article 3 Section B 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.

A I E I I N I E S

Any notice required or permitted to be given hereunder shall be in writing and provided by first-class mail, overnight delivery, or hand-delivery. If mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested shall be effective three business days after the deposit in the mail (or such later date as a recipient can document it received the notice or as shown by a registered

or certified receipt is received). If notice is provided by overnight delivery, notice shall be effective on the business day of receipt (or the next business day if delivery is provided on a weekend or holiday). If notice is provided by hand-delivery, notice shall be effective upon receipt. For purposes of notice, the addresses of Holder and Maker 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 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

A I E I I N AN SE E A IA I I

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.

A I E I H E IGA I NS

In the event of any potential refinance or sale in compliance with in compliance with Article 2, Section B, Holder shall submit a payoff amount within three (3) business days of receipt 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.

Within seven days of receiving a written request by Maker (which notwithstanding the provisions of Article 11 may be submitted by email), Holder shall provide a full and accurate payoff with per diem, statement to Maker of all amounts required to release a Mortgage as of the date of the statement, which shall also include a per diem. Holder shall in addition, within 7 days of receipt of written notice from Maker, provide such other information regarding the Loan Documents and loan/s as Maker shall reasonably request. Holder shall, in addition, provide to Maker monthly statements, showing amount paid and amounts that are due and payable. Acceptance of this Note by Holder constitutes Holder's agreement to the terms of this Note.

A I E I SINESS P P SE

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]

AMENDED AND RESTATED MORTGAGE,

THIS AMENDED AND RESTATED OPEN-END MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (the “**Mortgage**”) is made as of DATE , and hereby amends and restates in its entirety that certain mortgage made by Buckeye Lodging, LLC, an Ohio limited liability company having an office at the time of its original recording of 8960 Gilg Street, New Albany, Ohio 43054 but now of 5955 E. Dublin Granville Road, New Albany, OH 43054 (“**Borrower**”) to Jefferies Loancore LLC, a Delaware limited liability company, dated as of February 27, 2015 and recorded as Franklin County, Ohio Instrument Number 201503020025422, 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 as Instrument Number 201509110127790, 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 202112070221614.

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 Borrower’s interest in 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 for the purposes for which they were or are to be attached, placed, erected, constructed or developed and all renewals of or replacements or substitutions for any of the foregoing 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 contracts relating to the Property, the Improvements or the Personal Property;
- (f) all 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;
- (g) all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Property, the Improvements or the Personal Property;
- (h) 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;
- (i) all proceeds (including, without limitation, premium refunds) of each policy of insurance relating to the Property, the Improvements or the Personal Property;
- (j) 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;
- (k) 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;
- (l) 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;
- (m) all rights, hereditaments and appurtenances pertaining to the foregoing; and
- (n) 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, 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, Lancaster Hospitality LLC, an Ohio limited liability company (“**Lancaster**”), and Sunburst Hotels LLC, an Ohio limited liability company (“**Sunburst**”) (Borrower, Lancaster, 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, or any other documents executed in connection therewith, 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; and (b) 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 directly and materially endangered or shall be attacked, directly and materially, 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, provided however, that Lender shall prior to taking any action itself, give reasonable notice to Borrower and Borrower shall have 30 days from and after notice to defend such interest on behalf of Lender. Any actual, reasonable, direct and out of pocket sums so expended by Lender shall be charged against Borrower and collectible in accordance with the terms of Section 11 hereof.

2. 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.

3. Status *uo*. 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, provided, however, that the transfer of ownership interests in Borrower's parent company S & G Hospitality, LLC to SDGD Enterprises, LLC as provided for in the Plan is expressly permitted; (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.

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

5. 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. Lender shall similarly provide such information to Borrower within ten (10) days of written request.

6. 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 reasonably acceptable to Lender, in the amount of the tax or assessment being contested by Borrower.

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 365 days after demand therefor by Lender.

7. 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 reasonably 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 7(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 reasonably 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 consistent with other insurance typically retained for similar properties similarly situated.

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 of the policies reasonably 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 reasonably 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 certificates evidencing such insurance.

Nothing contained in this Section 7 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 7 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.

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

9. 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.

10. 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 after giving Borrower 60 days' notice and Borrower's failure to pay same, 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 actual, direct, out of pocket 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, 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.

11. 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 in all material respects 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.

12. Inspection. Any person reasonably authorized by Lender shall have the right to enter upon and inspect the Mortgaged Property at all reasonable times with reasonable notice 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.

13. 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.

14. 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 reasonable 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 reasonably determine or released in whole or in part to Borrower upon terms reasonably 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, and (c) the Mortgaged Property can be

altered restored and rebuilt not later than six (6) months prior to the Note Maturity Date, and 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. If an Event of Default shall have occurred and is continuing, 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.

15. 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.

16. 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 actual, reasonable, direct and out of pocket 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 18 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 18 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 nor or hereafter existing.

17. 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.

18. 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 as set forth in the Note, the entire amount shall become due and payable within 365 days after notice thereof from Lender, 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 subject to all notice and cure periods set forth in the Note: (a) to foreclose upon the Mortgage and the lien hereof; and (b) to sell the Mortgaged Property, in each case as permitted by law..

19. 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, upon notice and agreement from Borrower, 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 19 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.

20. Parcels and 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.

21. Payoff Statement and other information. Within seven days of receiving a written request by Borrower, Lender shall provide a full and accurate payoff with per diem

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. Lender shall in addition, within 7 days of receipt of written notice from Borrower, provide such information regarding Loan Documents and loan(s) as Borrower shall reasonably request. Lender shall, in addition, provide monthly statements to Borrower showing all amounts paid and all amounts due and payable under the Note.

22. 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.

23. 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.

24. Notice. Any notice required or permitted to be given hereunder shall be in writing and provided by first-class mail, overnight delivery, or hand delivery. If mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested notice shall be effective three business days after the deposit in the mail (or such later date as a recipient can document it received the notice or as shown by a registered or certified receipt is received). If notice is provided by overnight delivery, notice shall be effective on the business day of receipt. If notice is provided by hand delivery, notice shall be effective upon receipt. 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:

Buckeye Lodging, LLC
Attn: Abhijit Vasani
5855 E. Dublin Graville Rd.
New Albany, OH 43054

With a copy to:

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

If to Lender:

25. 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. Recordation of this Mortgage constitutes Lender's acceptance of the terms of this Mortgage.

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.

BORROWER:

BUCKEYE LODGING, 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 Buckeye Lodging, LLC, 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

EXHIBIT A
Legal Description

Tract 1:

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey No. 2542 and being a part of the original 40.325 acre tract conveyed to John L., John W. and Ann M. McKittrick, Trustees by deed of record in Deed Book 3557, Page 673, Records of the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Beginning at a P.K. Nail at Station 28 99.56 (FRA-270-7.47N) in the centerline of Post Road and the Northerly line of said original 40.325 acre tract at the Northeasterly corner of the 2.892 acre tract conveyed to Dublin Investment Company by deed of record in Official Records Volume 4239, Page 017;

Thence the following two (2) courses and distances along the said centerline of Post Road and Northerly line of said original 40.325 acre tract:

1. Thence South 62 deg 49' 45" East, a distance of 118.24 feet to a P. K. Nail marking a point of curvature;
2. Thence along a curve to the left having a radius of 1432.7 feet, and a central angle of 5 deg 14' 29", the chord to which bears South 65 deg 26' 57" East, a distance of 130.99 feet to a P.K. Nail;

Thence South 8 deg 15' 00" West, a distance of 474.89 feet, across the said original 40.325 acre tract (passing an iron pin on line, in the Southerly right-of-way line, at a distance of 30.85 feet) to an iron pin in the Northerly limited access right-of-way line at Ohio Route 161 -U.S. Route 33 (FRA-270-7.47);

Thence the following two (2) courses and distances along the said Northerly limited access right-of-way line;

1. Thence South 89 deg 04' 04" West, a distance of 237.61 feet, to an iron pin, said iron pin being 120.00 feet left of Survey Centerline Station 194 00;
2. Thence North 86 deg 38' 35" West, a distance of 35.56 feet, to an iron pin at the Southeasterly corner of the said 2.892 acre tract;

Thence the following two (2) courses and distances along the Easterly line of said 2.892 acre tract;

1. Thence North 8 deg 15' 00" East, a distance of 496.35 feet, to an iron pin at an angle point;
2. Thence North 27 deg 10' 15" East, a distance of 100.00 feet (passing an iron pin on line in the said Southerly right-of-way line of Post Road at a distance of 50.00 feet) to the Point of Beginning, containing 3.292 acres, more or less, of which 0.202 acres, more or less, lies within the right-of-way of Post Road.

According to a survey prepared by RD. Zande Associates, Ltd, by Larry W. Pennington, Registered Surveyor No. 6096. dated July 6, 1984.

And excepting therefrom the following described tract conveyed to the City of Dublin by General Warranty Deed recorded as Instrument Number 199807300191533, Recorder's Office, Franklin County, Ohio:

Situated in the State of Ohio, County of Franklin, Township of Washington and in the City of Dublin, being in V.M.S. 2542, being part of a 3.292 acre tract conveyed to Red Roof Inns, Inc., by Official Records Volume 4831, Page D07, of the Franklin County Recorder's Office, and being more particularly described as follows:

Beginning at a point in the centerline of Post Road said point being the Northwest corner of said 3.292 acre, said corner also being the Northeast corner of a 6.394 acre tract conveyed to Host Restaurants, Inc., by Official Records Volume 6367, Page E05 of the Franklin County Recorder's Office, said iron pipe being the true point of beginning;

Thence along the centerline of Post Road and the Grantor's Northerly property line South 62 deg 50' 57" East, a distance of 120.89 feet (South 62 deg 49' 45" East, a distance of 118.24 feet - per deed of record) to a point, said point being P.C. Station 30 19.79;

Thence continuing along the centerline of Post Road and the Grantor's Northerly property line Southeasterly 130.30 feet along the arc of a curve deflecting to the left having a radius of 1432.70 feet and a chord which bears South 65 deg 27' 17" East, a distance of 130.25 feet (South 65 deg 26' 57" East, a distance of 130.99 feet - per deed of record) to a point on the Grantor's Easterly property line;

Thence leaving the centerline of Post Road and the Grantor's Northerly property line and along the Grantor's Easterly property line South 08 deg 15' 34" West, (South 08 deg 15' 00" West - per deed of record), a distance of 40.62 feet to a Point 39.50 feet right of centerline of Survey Station 31 59.40;

Thence leaving the Grantor's Easterly property line and across the Grantor's property Northwesterly 143.50 feet along the arc of a curve deflecting to the right, having a radius of 1472.20 feet and a chord which bears North 65 deg 38' 30" West, a distance of 143.44 feet to a point 39.50 feet right of centerline of Survey Station 30 19.79;

Thence continuing across the Grantor's property South 27 deg 09' 03" West, a distance of 10.50 feet to a point, said point being 50.00 feet right of centerline of Survey Station 30 19.79;

Thence continuing across the Grantor's property North 62 deg 50' 57" West, a distance of 117.80 feet to a point 50.00 feet right of centerline of Survey Station 29 01.97;

Thence along the existing right-of-way line of Post Road, North 62 deg 50' 57" West, a distance of 3.15 feet to an iron pipe found on the Grantor's Westerly property line, said iron pipe being 50.00 feet right of centerline of Survey Station 23 95.88;

Thence leaving the existing right-of-way line of Post Road and along the Grantor's Westerly property line North 27 deg 12' 42" East, (North 27 deg 10' 15" East - per deed of record), a distance of 50.00 feet to the true point of beginning and containing 0.263 acres, more or less, from Auditor's Parcel Number 273-002463, including the present right-of-way which occupies 0.204 acres, more or less.

The basis of bearing of North 89 deg 04' 04" East, for this project is based on the centerline bearing of US 33 SR 161, as shown on centerline plat for Franklin County FRA-270-7.47 N, on file with the Ohio Department of Transportation, District 6.

Being more particularly described as follows:

Commencing for reference at the intersection of the East right-of-way line of Interstate 270 with the centerline of Post Road;

Thence South 62 deg 49' 45" East, approximately 808.24 feet along the centerline of said road to a point of curvature in said centerline;

Thence Southeasterly, along the arc of a curve deflecting to the left, having a radius of 1432.70 feet, a central angle of 05 deg 14' 29" and a chord which bears South 65 deg 26' 57" East, 130.99 feet to a point;

Thence South 08 deg 15' 00" West, leaving said centerline, 40.62 feet to a 1 2" rebar set in the South line of said Post Road at the principal place of beginning for the parcel of land herein being described:

Thence South 08 deg 15' 00" West, leaving said right-of-way, 434.27 feet to a " capped rebar set in the Northerly line of State Route 161 (a.k.a. U.S. No. 33);

Thence South 89 deg 04' 04" West, along said limited access right-of-way 237.61 feet to a 1 2" capped rebar set at an angle point in said limited access right-of-way;

Thence North 86 deg 38' 35" West, along said limited access right-of-way, 35.56 feet to a 1" iron pipe found;

Thence North 08 deg 15' 00" East, leaving said limited access right-of-way, 496.35 feet to a 1" iron pipe found;

Thence North 27 deg 10' 15" East, 50.00 feet to a 1 2" capped rebar set in the Southerly line of the aforesaid South right-of-way of Post Road;

Thence along the South right-of-way of Post Road the following courses and distances:

1. South 62 deg 49' 37" East, 117.80 feet to a 1 2" capped rebar set;
2. Thence North 27 deg 10' 23" East, 10.50 feet to a 1 2" capped rebar set;
3. Thence Southeasterly, 144.70 feet along the arc of a curve deflecting to the left, having a radius of 1472.20 feet, and a chord which bears South 65 deg 37' 10" East, 144.54 feet to the principal place of beginning for the above described parcel of land and containing 3.0317 acres (132,059 square feet) of land.

Surveyed by Timothy R. Durr P.S. No. S-7788 for Millman Surveying, Inc. in October of 1999.

Tract II - Ingress Egress and Utilities Easement Arca as described in Easement recorded in Volume 4831, Page D19, Recorder s Office, Franklin County, Ohio:

Situated in the State of Ohio, County of Franklin, City of Dublin, in Virginia Military Survey No. 2542, and being portions of the following two (2) tracts of land conveyed to John L., John W. and Ann M. McKittrick, Trustees:

1. An original 0.975 acre tract of land conveyed by deed of record in Deed Book 3557, Page 471, Recorder s Office, Franklin County, Ohio and
2. An original 40.325 acre tract of land conveyed by deed of record in Deed Book 3557, Page 673, Recorder s Office, Franklin County, Ohio, and bounded and described as follows:

Beginning at a P. K. Nail Set at Station 28 24.56 in the centerline of Post Road and in the North line of said original 40.325 acre tract, said point being South 62 deg 49' 45" East, a distance of approximately 615 feet from a point at the Northwest corner of said original 40.325 acre tract and at the intersection of the centerline of Post Road with the East right-of-way line of Interstate Route 270, the last said point also being 190.51 feet right of Centerline Station 697 89.93 of Interstate Route 270, all stationing being shown upon sheet 18 of 24 of Ohio Department of Transportation right-of-way plans for FRA-270-7.47 N;

Thence South 62 deg 49' 45" East, along the centerline of Post Road and along a portion of the North line of said original 40.325 acre tract, a distance of 50.00 feet to a P.K. Nail set (passing a P. K. Nail found in the centerline of "OCLC Drive" to the North at 25.00 feet);

Thence South 27 deg 10' 15" West, perpendicular to the centerline of Post Road and perpendicular to the North line of said original 40.325 acre tract, a distance of 100.00 feet to a point of curvature (passing a point in the South right-of-way line of Post Road at 50.00 feet);

Thence Southwesterly with a curve to the right, data of which is radius equals 25.00 feet and delta equals 71 deg 04' 45", a chord distance of 290.63 feet bearing South 62 deg 42' 38" West, to the point of tangency of said curve;

Thence North 81 deg 45' 00" West, a distance of 59.86 feet to a point;

Thence North 8 deg 15' 00" East, a distance of 50.00 feet to a 3 4 inch I.D. iron pipe set;

Thence South 81 deg 45' 00" East, a distance of 59.86 feet to a 3 4 inch I.D. iron pipe set at a point of curvature;

Thence Northeasterly with a curve to the left, data of which is radius equals 200.00 feet and delta equals 71 deg 04' 45", a chord distance of 232.51 feet bearing North 62 deg 42' 38" East, to a 3 4 inch I.D. iron pipe set at the point of tangency of said curve;

Thence North 27 deg 10' 15" East, perpendicular to the centerline of Post Road and perpendicular to the North line of said original 40.325 acre tract, a distance of 100.00 feet to the place of beginning (passing a 3 4 inch I.D. iron pipe set in the South right-of-way line of Post Road at 50.00 feet);

Containing 0.504 acre of land, more or less.

The above description was prepared by Ted L. Robinson, Ohio Surveyor No. 5361, of C. F. Bird and R.J. Bull, Ltd., Consulting Engineers and Surveyors, Worthington, Ohio, from an actual survey performed in the field in April, 1983.

Tract II ALSO DESCRIBED AS

Ingress Egress and Utilities Easement Area as described in Easement recorded in Volume 4831, Page D19, Recorder's Office, Franklin County, Ohio:

Situated in the State of Ohio, County of Franklin, City of Dublin, in Virginia Military Survey No. 2542, and being portions of the following two (2) tracts of land conveyed to John L., John W. and Ann M. McKittrick, Trustees:

1. An original 0.975 acre tract of land conveyed by deed of record in Deed Book 3557, Page 471, Recorder's Office, Franklin County, Ohio and
2. An original 40.325 acre tract of land conveyed by deed of record in Deed Book 3557, Page 673, Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning at a P. K. Nail Set at Station 28 24.56 in the centerline of Post Road and in the North line of said original 40.325 acre tract, said point being South 62 deg 49' 45" East, a distance of approximately 615 feet from a point at the Northwest corner of said original 40.325 acre tract and at the intersection of the centerline of Post Road with the East right-of-way line of Interstate Route 270, the last said point also being 190.51 feet right of Centerline Station 697 89.93 of Interstate Route 270, all stationing being shown upon sheet 18 of 24 of Ohio Department of Transportation right-of-way plans for FRA-270-7.47 N;

Thence South 62 deg 49' 45" East, along the centerline of Post Road and along a portion of the North line of said original 40.325 acre tract, a distance of 50.00 feet to a P.K. Nail set (passing a P. K. Nail found in the centerline of "OCLC Drive" to the North at 25.00 feet);

Thence South 27 deg 10' 15" West, perpendicular to the centerline of Post Road and perpendicular to the North line of said original 40.325 acre tract, a distance of 100.00 feet to a point of curvature (passing a point in the South right-of-way line of Post Road at 50.00 feet);

Thence Southwesterly with a curve to the right, data of which is radius equals 250.00 feet and delta equals 71 deg 04' 45", a chord distance of 290.63 feet bearing South 62 deg 42' 38" West, to the point of tangency of said curve;

Thence North 81 deg 45' 00" West, a distance of 59.86 feet to a point;

Thence North 8 deg 15' 00" East, a distance of 50.00 feet to a 3 4 inch I.D. iron pipe set;

Thence Northeasterly with a curve to the left, data of which is radius equals 200.00 feet and delta equals 71 deg 04' 45", a chord distance of 232.51 feet bearing North 62 deg 42' 38" East, to a 3 4 inch I.D. iron pipe set at the point of tangency of said curve;

Thence North 27 deg 10' 15" East, perpendicular to the centerline of Post Road and perpendicular to the North line of said original 40.325 acre tract, a distance of 100.00 feet to the place of beginning (passing a 3 4 inch I.D. iron pipe set in the South right-of-way line of Post Road at 50.00 feet);

Containing 0.504 acre of land, more or less.

The above description was prepared by Ted L. Robinson, Ohio Surveyor No. 5361, of C. F. Bird and R.J. Bull, Ltd., Consulting Engineers and Surveyors, Worthington, Ohio, from an actual survey performed in the field in April, 1983.

Tract III - Ingress Egress and Utilities Easement area as described in Easement recorded in Volume 4831, Page D19, Recorder's Office, Franklin County, Ohio:

Situated in the State of Ohio, County of Franklin, City of Dublin, in Virginia Military Survey No. 2542, and being a portion of an original 40.325 acre tract of land conveyed to John L., John W. and Ann M. McKittrick, Trustees, by deed of record in Deed Book 3557, Page 673, Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning, for reference, at a P. K. Nail Set at Station 28 74.56 in the centerline of Post Road and in the North line of said original 40.325 acre tract, said point being South 62 deg 49' 45" East, a distance of approximately 665 feet from a point at the Northwest corner of said original 40.325 acre tract and at the intersection of the centerline of Post Road with the East right-of-way line of Interstate Route 270, the last said point also being 190.51 feet Right of Centerline Station 697 89.93 of Interstate Route 270, all stationing being shown upon sheet 18 of 24 of Ohio Department of Transportation right-of-way plans for FRA-270-7.47 N;

Thence South 62 deg 49' 45" East, along the centerline of Post Road and along a portion of the North line of said original 40.325 acre tract, a distance of 25.00 feet to a P. K. Nail Set;

Thence South 27 deg 10' 15" West, perpendicular to the centerline of Post Road and perpendicular to the North line of said original 40.325 acre tract, a distance of 100.00 feet to a 3 4 inch I.D. Iron pipe set at the true place of beginning of the easement herein intended to be described (passing a point in the South right-of-way line of Post Road at 50.00 feet);

Thence South 8 deg 15' 00" West, a distance of 52.86 feet to a point;

Thence North 62 deg 49' 45" West, a distance of 47.19 feet to a point in a curve;

Thence Northeasterly with a curve to the left, data of which is radius equals 250.00 feet and sub-delta equals 11 deg 32' 13", a sub-chord distance of 50.25 feet bearing North 32 deg 56' 22" East, to the point of tangency of said curve;

Thence South 62 deg 49' 45" East, a distance of 25.00 feet to the true place of beginning; Containing 0.040 acre of land, more or less.

The above description was prepared by Ted L. Robinson, Ohio Surveyor No. 5361, of C.F. Bird and R.J. Bull, Ltd., Consulting Engineers and Surveyors, Worthington, Ohio.

EXHIBIT B

PERMITTED ENCUMBRANCES

INSERT

AMENDED AND RESTATED MORTGAGE,

THIS AMENDED AND RESTATED OPEN-END MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE 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 its original recording of 8960 Gilg Street, New Albany, Ohio 43054 but now of 5955 E. Dublin Granville Road, New Albany, OH 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 Borrower's interest in 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 for the purposes for which they were or are to be attached, placed, erected, constructed or developed and all renewals of or replacements or substitutions for any of the foregoing, 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 contracts relating to the Property, the Improvements or the Personal Property;

(f) all 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;

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

(h) 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;

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

(j) 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;

(k) 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;

(l) 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;

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

(n) 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 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, or any other documents executed in connection therewith, 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; and (b) 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 directly and materially endangered or shall be attacked, directly and materially, 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, provided however that Lender shall prior to taking any action itself, give reasonable notice to Borrower and Borrower shall have 30 days from and after notice to defend such interest on behalf of Lender. Any actual, reasonable, direct and out of pocket sums so expended by Lender shall be charged against Borrower and collectible in accordance with the terms of Section 11 hereof.

2. **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.

3. **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, provided, however, that the transfer of the ownership interest in Borrower's parent company S&G Hospitality, LLC to SDGD Enterprises, LLC as provided for in the Plan is expressly permitted; (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.

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

5. **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. Lender shall similarly provide such information to Borrower within ten (10) days of written request.

6. **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 reasonably acceptable to Lender, in the amount of the tax or assessment being contested by Borrower..

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 365 days after demand therefor by Lender.

7. **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 reasonably 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 7(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 reasonably 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 consistent with other insurance typically retained for similar properties similarly situated.

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 of the policies reasonably 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 reasonably 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 certificates evidencing such insurance.

Nothing contained in this Section 7 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 7 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.

8. **aste Repair.** Borrower shall neither commit nor permit any actual physical and material waste on the Property and shall keep all Improvements now or hereafter erected on the Property in good condition and repair.

9. **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.

10. **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 after giving Borrower 60 days' notice and Borrower's failure to pay same, 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 actual, direct, out of pocket 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, 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.

11. **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 in all material respects 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.

12. **Inspection.** Any person reasonably authorized by Lender shall have the right to enter upon and inspect the Mortgaged Property at all reasonable times with reasonable notice 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.

13. **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.

14. **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 reasonable 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 reasonably determine or released in whole or in part to Borrower upon terms reasonably 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, and (c) the Mortgaged Property can be altered restored and rebuilt not later than six (6) months prior to the Note Maturity Date, and 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. If an Event of Default shall have occurred and is continuing, 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.

15. 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.

16. **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 actual, reasonable, direct and out of pocket 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 18 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 18 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.

17. **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.

18. **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 as set forth in the Note, the entire amount shall become due and payable within 365 days after the notice thereof from Lender, 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 subject to all notice and cure periods set forth in the Note: (a) to foreclose upon the Mortgage and the lien hereof; and (b) to sell the Mortgaged Property, in each case as permitted by law.

19. **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, upon notice and agreement from Borrower, 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 19 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.

20. **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.

21. **Payoff Statement and other information:** Within seven days of receiving a written request by Borrower, Lender shall provide a full and accurate payoff with per diem, 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. Lender shall in addition, within 7 days of receipt of written notice from Borrower, provide such other information regarding Loan Documents and loans as Borrower shall reasonably request. Lender shall, in addition, provide monthly statements to Borrower showing all amounts paid and all amounts due and payable under the Note.

22. **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.

23. **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.

24. **Notice.** Any notice required or permitted to be given hereunder shall be in writing and provided by first-class mail, overnight delivery, or hand-delivery. If mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested shall be effective three business days after the deposit in the mail (or such later date as a recipient can document it received the notice or as shown by a registered or certified receipt is received).. If notice is provided by overnight delivery notice shall be effective on the business day or receipt. If notice is provided by hand-delivery, notice shall be effective upon receipt. 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 Graville Rd.
New Albany, OH 43054

With a copy to:

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

If to Lender:

25. **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. Recordation of this Mortgage constitutes Lender's acceptance of the terms of this Mortgage.

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.

BORRO ER:

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

EXHIBIT 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 angle 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.

EXHIBIT B

PERMITTED ENCUMBRANCES

INSERT

AMENDED AND RESTATED MORTGAGE,

THIS AMENDED AND RESTATED OPEN-END MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (the “**Mortgage**”) is made as of DATE , and hereby amends and restates in its entirety that certain mortgage made by Sunburst Hotels LLC, an Ohio limited liability company having an office at the time of its original recording of 8960 Gilg Street, New Albany, Ohio 43054 but now of 5955 E. Dublin Granville Road, New Albany, OH 43054 (“**Borrower**”) to Jefferies Loancore LLC, a Delaware limited liability company, dated as of February 27, 2015 and recorded as Franklin County, Ohio Instrument Number 201503020025426, 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 as Instrument Number 201509140128490, 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 202112070221648.

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 Borrower’s interest in 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 for the purposes for which they were or are to be attached, placed, erected, constructed or developed and all renewals of or replacements or substitutions for any of the foregoing 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 contracts relating to the Property, the Improvements or the Personal Property;
- (f) all 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;
- (g) all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Property, the Improvements or the Personal Property;
- (h) 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;
- (i) all proceeds (including, without limitation, premium refunds) of each policy of insurance relating to the Property, the Improvements or the Personal Property;
- (j) 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;
- (k) 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;
- (l) 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;
- (m) all rights, hereditaments and appurtenances pertaining to the foregoing; and
- (n) 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, 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 Lancaster Hospitality, LLC, an Ohio limited liability company (“**Lancaster**”) (Borrower, Buckeye, and Lancaster 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, or any other documents executed in connection therewith, 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; and (b) 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 directly and materially endangered or shall be attacked, directly and materially, 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, provided however, that Lender shall prior to taking any action itself, give reasonable notice to Borrower and Borrower shall have 30 days from and after notice to defend such interest on behalf of Lender. Any actual, reasonable, direct and out of pocket sums so expended by Lender shall be charged against Borrower and collectible in accordance with the terms of Section 11 hereof.

2. 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.

3. Status *uo*. 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, provided, however that the transfer of ownership interest in Borrower's parent company S & G Hospitality, LLC to SDGD Enterprises, LLC as provided for in the Plan is expressly permitted; (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.

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

5. 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. Lender shall similarly provide such information to Borrower within ten (10) days of written request.

6. 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 reasonably acceptable to Lender, in the amount of the tax or assessment being contested by Borrower.

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 365 days after demand therefor by Lender.

7. 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 reasonably 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 7(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 reasonably 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 consistent with other insurance typically retained for similar properties similarly situated.

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 of the policies reasonably 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 reasonably 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 certificates evidencing such insurance.

Nothing contained in this Section 7 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 7 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.

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

9. 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.

10. 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 after giving Borrower 60 days' notice and Borrower's failure to pay same, 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 actual, direct, out of pocket 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, 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.

11. 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 in all material respects 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.

12. Inspection. Any person reasonably authorized by Lender shall have the right to enter upon and inspect the Mortgaged Property at all reasonable times with reasonable notice 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.

13. 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.

14. 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 reasonable 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 reasonably determine or released in whole or in part to Borrower upon terms reasonably 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, and (c) the Mortgaged Property can be

altered restored and rebuilt not later than six (6) months prior to the Note Maturity Date, and 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. If an Event of Default shall have occurred and is continuing, 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.

15. 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.

16. 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 actual, reasonable, direct and out of pocket 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 18 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 18 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 nor or hereafter existing.

17. 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.

18. 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 as set forth in the Note, the entire amount shall become due and payable within 365 days after the notice thereof from Lender, 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 subject to all notice and cure periods set forth in the Note: (a) to foreclose upon the Mortgage and the lien hereof; and (b) to sell the Mortgaged Property, in each case as permitted by law..

19. 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, upon notice and agreement from Borrower, 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 19 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.

20. Parcels and 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.

21. Payoff Statement and other information. Within seven days of receiving a written request by Borrower, Lender shall provide a full and accurate payoff with per diem

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. Lender shall in addition, within 7 days of receipt of written notice from Borrower, provide such information regarding Loan Documents and loan(s) as Borrower shall reasonably request. Lender shall, in addition, provide monthly statements to Borrower showing all amounts paid and all amounts due and payable under the Note.

22. 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.

23. 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.

24. Notice. Any notice required or permitted to be given hereunder shall be in writing and provided by first-class mail, overnight delivery, or hand delivery. If mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested notice shall be effective three business days after the deposit in the mail (or such later date as a recipient can document it received the notice or as shown by a registered or certified receipt is received). If notice is provided by overnight delivery, notice shall be effective on the business day of receipt. If notice is provided by hand delivery, notice shall be effective upon receipt. 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:

Sunburst Hotels LLC
Attn: Abhijit Vasani
5855 E. Dublin Graville Rd.
New Albany, OH 43054

With a copy to:

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

If to Lender:

25. 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. Recordation of this Mortgage constitutes Lender's acceptance of the terms of this Mortgage.

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.

BORROWER:

SUNBURST HOTELS 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 Sunburst
Hotels LLC, 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

EXHIBIT A
Legal Description

Situated in the City of Columbus, County of Franklin and State of Ohio, and being located in Section 2, Township 2, Range 18, United States Military Lands, and being part of the 24.555 acre tract of land conveyed to Forty-One Corporation, by deed of record in Official Records Volume 15500A06, all references being to records in the Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning for reference at the intersection of the Center Line of Vantage Drive (East and West) with Vantage Drive (North and South) as dedicated by plat of record in Plat Book 60, Page 26;

Thence South 68 deg. 00'49" East, a distance of 30.00 feet to a point in the Easterly right-of-way of Vantage Drive;

Thence along said right-of-way line of Vantage Drive, being the arc of a curve to the left (Sub Delta - 4 deg. 38'40", Radius - 370.0 feet), a chord bearing and distance of South 15 deg. 35'47" 30.00 feet to an iron pin set at the "true point of beginning" and the Northwesterly corner of the tract herein intended to be described;

Thence South 80 deg. 36'39" East, a distance of 445.24 feet to an iron pin set:

Thence South 3 deg. 06'31" West, a distance of 165.00 feet to an iron pipe set;

Thence North 86 deg. 53'29" West, a distance of 465.00 feet to an iron pin set in the Easterly right-of-way line of Vantage Drive;

Thence along said right-of-way line of Vantage Drive, being the arc of a curve to the right (Sub Delta - 0 deg. 07'25", Radius - 5689.58 feet), a chord bearing and distance of North 10 deg. 32'32" East, 12.28 feet to an iron pin found;

Thence North 10 deg. 36'14" East, continuing along said right-of-way line of Vantage Drive, a distance of 87.88 feet to an iron pin found;

Thence North 6 deg. 30' 24" East, continuing along said right-of-way line, a distance of 71.17 feet to an iron pin found;

Thence continuing along said right-of-way line, being the arc of a curve to the right, (Sub Delta - 6 deg. 45'58", Radius - 370.00 feet), a chord bearing a distance of North 9 deg. 53'23" East, 43.67 feet to the place of beginning, containing 1.975 acres, more or less.

LESS AND EXCEPT ANY AND ALL PROPERTY PREVIOUSLY RELEASED OF RECORD

EXHIBIT B

PERMITTED ENCUMBRANCES

INSERT

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

[Form of Settlement Release of SS by Abhi Vasani and his non debtor entities]

RELEASE

This Release (the “Release”) is executed by Abhijit Vasani (“Mr. Vasani”) and is effective as of _____, 2025.

RECITALS:

Whereas, effective as of February 27, 2015, Sunburst Hotels LLC, Buckeye Lodging LLC, and Lancaster Hospitality, LLC (together, the “Hotel Borrowers”) entered into a Loan Agreement (the “Loan Agreement”) with Jeffries Loan core, LLC (“Jeffries”);

Whereas, in connection with the Loan Agreement, the Hotel Borrowers executed a 11,500,000 promissory note (the “Original Note”) and also executed mortgages for each of the real properties owned by the Hotel Borrowers;

Whereas, in connection with the borrowings under the Loan Agreement and the Original Note, Mr. Vasani executed a Guaranty of Recourse Obligations (the “Guaranty”) in favor of Jeffries, which provided that he would guaranty the Borrower’s Recourse Obligations (as such term was defined in the Loan Agreement) and, from and after the date that any Springing Recourse Event (as such term was defined in the Loan Agreement), payment of all Debt under the Loan Agreement and the Original Note;

Whereas, Jeffries subsequently assigned all of its interests in the Original Note, the Loan Agreement, and the related documents, to Wilmington Trust, National Association as Trustee for the Benefit of the Holders of COMM 2015-PC1 Mortgage Trust Commercial Mortgage Pass-Through Certificates (the “Second Noteholder”);

Whereas, the Second Noteholder subsequently assigned all of its interests in the Original Note, the Loan Agreement, and the related documents to RSS COMM2015-PC1 OH, LLC (“RSS”);

Whereas, on December 10, 2021, RSS filed a case in the Franklin County Court of Common Pleas captioned as *RSS COMM2015-PC1-OH, LLC v. Sunburst Hotels, LLC*, Case Number 21-cv-007694 (the “Franklin County Action”) seeking, among other things, to foreclose on the hotels owned by each of the Hotel Borrowers and to collect certain amounts that RSS alleged were owed under the Guaranty because of the alleged occurrence of a Springing Recourse Event from Mr. Vasani (who disputed that a Springing Recourse Event had occurred or that he otherwise owed any amounts under the Guaranty);

Whereas, on August 18, 2023, S&G Hospitality, Inc. and the Hotel Borrowers (together, the “Debtors”) filed chapter 11 petitions in the United States Bankruptcy Court for the Southern District of Ohio (the “Bankruptcy Court”) initiating the chapter 11 cases which are being jointly administered as *In re S&G Hospitality*, Case No. 2:23-bk-52859 (the “Cases”);

Whereas, on May 16, 2025, the Debtors filed the *Second Amended Joint Plan of Reorganization of S&G Hospitality, Inc. and its Debtor Subsidiaries* (the “Plan”);

Whereas, the Plan provides for Mr. Vasani and the entities that he owns that are not Debtors in the Cases or are Debtors in the jointly administered bankruptcy cases also pending in Bankruptcy Court captioned as *In re Welcome Group 2, LLC et al.*, Case No. 2:23-bk-53043 to provide a release of RSS and certain related parties if it agrees to a settlement with the Debtors and certain other conditions are satisfied when the Plan becomes effective;

Whereas, on _____, 2025, the Bankruptcy Court entered an order confirming the Plan;

Whereas, RSS has agreed to contemporaneously with the execution of this Release to release of Mr. Vasani and any non-debtor of any claims related to the Debtors, including, but not limited to, any claims asserted in the Franklin County Action and any and all other claims arising under or related to the Guaranty, the Loan Agreement, the Original Note, or the mortgages executed by the Hotel Borrowers;

Whereas, the other conditions under the Plan for RSS to receive this release from Mr. Vasani and his non-debtor entities has been satisfied.

For good and valuable consideration, the undersigned agrees as follows:

1. Capitalized terms not otherwise defined herein have the meaning given to them in the Plan.
2. For and in consideration of RSS’s vote in favor of the Plan and its release of any claims related to the Debtors against Mr. Vasani and or any non-debtor entities he owns, Mr. Vasani, individually and as the holder of a controlling equity interest will direct the entities he owns a majority equity interest in other than Welcome Group 2, LLC, Hilliard Hotels, LLC, Elite Hospitality, LLC, Dayton Hotels, LLC, and Dayton Hotels 2, LLC 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, the Plan, or the Disclosure Statement.

Dated: _____, 2025

Abhijit Vasani, individually and as holder of a controlling equity interest on behalf of himself and the entities he owns a majority equity interest in other than Welcome Group 2, LLC, Hilliard Hotels, LLC, Elite Hospitality, LLC, Dayton Hotels, LLC, and Dayton Hotels 2, LLC.

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

I. S&G Hospitality, Inc.

Director(s) – Dave Vasani

President – Dave Vasani

Vice President, Secretary and Treasurer- Abhijit Vasani

II. Buckeye Lodging, LLC

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

President, Secretary, and Treasurer – Abhijit Vasani

III. Lancaster Hospitality, LLC

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

President, Secretary, and Treasurer – Abhijit Vasani

IV. Sunburst Hotels, LLC

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

President, Secretary, and Treasurer – Abhijit Vasani

None of these entities currently plan to pay any compensation to these directors or officers for their service in these roles.