

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> , <sup>1</sup>	)	Chapter 11
	)	
Debtors.	)	Judge Nami Khorrami.
	)	(Jointly Administered)

**MOTION OF S&G HOSPITALITY, INC. AND ITS DEBTOR SUBSIDIARIES  
FOR INCLUSION IN ORDER CONFIRMING THE MODIFIED THIRD AMENDED  
JOINT PLAN OF REORGANIZATION OF S&G HOSPITALITY, INC. AND ITS  
DEBTOR SUBSIDIARIES OF PROVISIONS (A) BLESSING THEIR ENTRY INTO AND  
PERFORMANCE UNDER THE LOAN MODIFICATION AGREEMENT WITH RSS COMM  
2015-PC1-OH, BL, LLC AND (B) FINDING THAT PLAN MODIFICATIONS DO NOT  
REQUIRE THEM TO RESOLICIT ACCEPTANCES OF THEIR THIRD AMENDED PLAN  
[Re: Docket Nos. 504, 522, 539, 541, 548, 551, 557, 594, 600, 601, 602, and 713]**

The above-captioned debtors and debtors in possession (the “**Debtors**”) hereby move the Court, pursuant to section 1127(a) of the Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the “**Bankruptcy Code**”), and Rules 3019 and 9019 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), for the inclusion in an order (the “**Confirmation Order**”) confirming the *Modified Third Amended Joint Plan of Reorganization of S&G Hospitality and Its Debtor Subsidiaries* (Docket No. 714) (the “**Modified Plan**”) provisions: (i) blessing the Debtors’ entry into, and performance under, the Loan Modification Agreement by and among RSS COMM2015-PC1-OH BL, LLC (“**RSS**”) and Sunburst Hotels, LLC, Buckeye Lodging, LLC, and Lancaster Hospitality, LLC, and Abhijit S. Vasani, entered into as of March 31, 2026 (the “**Loan Modification Agreement**”), a copy of which is attached as **Exhibit A**; and (b) a finding that the

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<sup>1</sup> 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).

modifications the Modified Plan makes to the *Third Amended Joint Plan of Reorganization of S&G Hospitality, Inc. and Its Debtor Subsidiaries* (as included in the Solicitation Materials filed at Docket No. 557, the “**Third Plan**”) do not require them to resolicit acceptances on the Modified Plan. A copy of a redline showing the difference between the Modified Plan and the Third Plan is attached as **Exhibit B**.<sup>2</sup> In support of this Motion, the Debtors respectfully represent as follows:

### **Jurisdiction And Venue**

1. This Court has jurisdiction over this Motion under 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding under 28 U.S.C. § 157(b)(2). Venue of this proceeding and this Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

### **Statutory Predicates and Relevant Rules**

2. The statutory bases for the relief requested herein are sections 105(a) and 1127 of the Bankruptcy Code and Bankruptcy Rules 3019 and 9019.

### **Background**

3. The Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code on August 18, 2023. They are operating their businesses and managing their affairs as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

4. Debtor S&G Hospitality, Inc. is the sole member and the manager of each of the other Debtors. Each of the other Debtors owns a hotel in Central Ohio that is part of a major national hotel franchise system. Debtor Sunburst Hotels, LLC (“**Sunburst**”) owns and operates the Quality Inn & Suites located at 7500 Vantage Drive, Columbus, Ohio 43235. Debtor Buckeye Lodging, LLC (“**Buckeye**”) owns and operates the Red Roof Inn Plus Columbus – Dublin located

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<sup>2</sup> The redlining software used to create the redline shows changes to the table of contents as deletion of the entire table and reinsertion of a new table. To minimize the size of the exhibit, the attached redline omits the pages which show the prior table of contents being deleted.

at 5125 Post Road, Dublin, Ohio 43017. Debtor Lancaster Hospitality, LLC (“**Lancaster**”) owns and operates the Hampton Inn Lancaster located at 2041 Schorway Drive NW, Lancaster, Ohio 43130.

5. The Debtors’ cases are being jointly administered for procedural purposes only under Case No. 2:23-bk-52859. The Debtors’ individual case numbers are: S&G Hospitality, Inc., Case No. 2:23-bk-52859; Buckeye Lodging, LLC Case No. 2:23-bk-52861; Lancaster Hospitality, LLC, Case No. 2:23-bk-52862; and Sunburst Hotels, LLC, Case No. 2:23-bk-52863.

6. Additional information regarding the Debtors and the circumstances which led to the filing of these cases is contained in the *Declaration of Abhijit Vasani in Support of First Day Motions of Debtors and Debtors-in-Possession* (the “**Vasani Declaration**”), which was filed on the Petition Date.

7. On September 3, 2025, the Court entered its *Order Approving (A) the Adequacy of Information in the Debtors’ Proposed Disclosure Statement, (B) The Forms of Ballots and Other Solicitation Materials, (C) The Form of Notice of the Confirmation Hearing, and (D) the Tabulation Procedures for Ballots* (Docket No. 551) (the “**Disclosure Statement Order**”) approving the adequacy of information in the *Disclosure Statement For the Third Amended Joint Plan of Reorganization of S&G Hospitality, Inc. and Its Debtor Subsidiaries*. In the Disclosure Statement Order, the Court scheduled a hearing to commence on October 23, 2025 regarding the confirmation of the *Third Amended Joint Plan of Reorganization of S&G Hospitality, Inc. and Its Debtor Subsidiaries* (Docket No. 539), the *Objection of Debtors and Debtors in Possession to Proofs of Claim Filed by RSS COMM2015-PC1-OH BL, LLC* (Docket No. 522) (the “**RSS Claim**”).

**Objection**”) and certain related matters.<sup>3</sup> The Court has held hearings on those matters on October 23, 2025, October 24, 2025, December 16, 2025, December 18, 2025, December 19, 2025.

8. On March 30, 2026, the Court entered its *Order (A) Scheduling Next Hearing Date Regarding Confirmation of the Debtors’ Proposed Third Amended Joint Plan of Reorganization, (B) Establishing Deadlines Related to Modification of Debtors’ Proposed Third Amended Joint Plan of Reorganization and Confirmation of Modified Plan, and (C) Directing Debtors to Provide Notice Thereof* (Docket No. 713) (the “**Order Setting Confirmation Hearing**”) setting a hearing for May 4, 2026 at 1:30 pm on confirmation of the Modified Plan. This Motion is the “Modification Motion” referenced in Paragraph 1 of the Order Setting Confirmation Hearing.

### **The Debtors’ Disputes with RSS**

9. In 2015 Buckeye, Lancaster and Sunburst entered into a loan agreement (the “**Loan Agreement**”) with Jeffries Loancore LLC pursuant to which Jeffries loaned \$11,550,000 to the Debtors (the “**Loan**”). The Loan and associated rights and security interests was subsequently transferred into a commercial mortgage-backed securitization trust known as the COMM 2015-PC1 Mortgage Trust for which Wells Fargo Bank, N.A. (“**Wells Fargo**”) was acting as master servicer.

10. While things went relatively smoothly for the first few years of the loan, problems broke out in 2019 when the Debtors switched banks, but Wells Fargo failed on multiple occasions to correctly auto-debit the correct bank accounts for the payment as it had done before the switch. This occurred even though the Debtors had provided notice of the new bank accounts from which

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<sup>3</sup> The version of the Third Plan filed with the solicitation materials at Docket No. 557 reflects very minor non-material revisions to the version filed at Docket No. 539.

to withdraw payment. Wells Fargo and the Debtors subsequently argued over whether the Debtors should be responsible for late fees and other charges associated with payments which were not timely made when Wells Fargo failed to debit the correct accounts.

11. On December 20, 2019, the Debtors received notice that their loan was being transferred from being serviced in master servicing by Wells Fargo to “special servicing” by Rialto Capital Advisors, LLC (“**Rialto**”). The notice sent to the Debtors regarding the transfer identified no reason for the transfer. Rialto subsequently indicated to the Debtors it was for an unspecified “Imminent Non-Monetary Default.” The move to special servicing meant the Debtors lost access to the Wells Fargo loan portal showing what was owed on the Loan and how payments were being applied. Thereafter, the Debtors discovered that substantial amounts they were paying under the Loan were being placed into a “suspense” status rather than being immediately applied to the Loan and that additional fees were being charged to them while the Loan was in special servicing. The result was that it was difficult for the Debtors to determine what they owed on the Loan and the amount which they were going to be required to pay to bring the loan current escalated rapidly.

12. The difficulties in catching up on the loan became ever more difficult after the COVID-19 pandemic hit. In March of 2020, the Debtors were unable to make their scheduled payment on Loan and they were subsequently hit with both the government shutdown orders and the other serious travel disruptions which occurred during the pandemic. Subsequent discussions between the Debtors and RSS failed to result in a forbearance or workout agreement for the Loan.

13. In December 2021, the COMM 2015-PC1 Mortgage Trust assigned its interest in the Loan, the related promissory note, mortgage, and security interests to RSS (which is an entity controlled by Rialto for the benefit of the investors in the COMM 2015-PC1 Mortgage Trust). RSS then filed a foreclosure action against Buckeye, Lancaster, Sunburst, and the three hotels

owned by them in the Franklin County Court of Common Pleas which is captioned. *RSS COMM 2015-PCI-OH BL, LLC v. Sunburst Hotels, LLC, et al.*, Case No. 21 CV 007694 (the “**Franklin County Foreclosure**”). RSS also included in the complaint in the Franklin County Foreclosure a claim that Mr. Vasani’s “springing” guarantee had been triggered and that he was therefore personally liable for all outstanding obligations under the Loan. The Debtors subsequently filed these cases to avoid a receiver being appointed over their assets in the Franklin County Foreclosure.

14. On December 15, 2023, RSS filed the following proofs of claim in these cases:

- Proof of claim number 5 against Buckeye asserting a claim of \$16,113,352.75, of which \$5,300,000 was alleged to be secured by security interests in Buckeye’s assets;
- Proof of claim number 6 against Lancaster asserting a claim of \$16,113,352.76, of which \$10,500,000 was alleged to be secured by security interests in Lancaster’s assets; and
- Proof of claim number 9 against Sunburst asserting a claim of \$16, 113,352.75 of which \$3,400,000 was alleged to be secured by security interests in Sunburst’s assets.

In the RSS Claim Objection, the Debtors objected to these proofs of claim.

15. In April of 2025, RSS filed the Motion to Dismiss, which sought the conversion of these chapter 11 cases to ones under chapter 7 of the Bankruptcy Code, or that the Debtors’ cases be dismissed in their entirety. After the Debtors objected to that motion, RSS sought discovery related to that motion and the objection.

16. In addition to seeking to dismiss these cases, RSS also objected to both the Disclosure Statement and the Third Plan. To confirm the Third Plan, the Bankruptcy Court was going to have to not only resolve the disputes regarding the allowed amount of RSS’s claims but was also going to need to determine the value of the Debtors’ hotels as of the Petition Date to help value RSS’s secured claims. The Court was also facing several other objections to the Plan by

RSS that were going to require testimony from multiple witnesses and extensive briefing to resolve.

17. To help try and see if a consensual resolution of the various disputes between the Debtors and RSS could be reached, in September of 2025, the Bankruptcy Court issued an order requiring the parties to mediate with the Honorable John E. Hoffman, Jr. to serve as mediator. An initial in-person mediation on September 23, 2025 failed to yield a settlement. While they continued to litigate the disputes between them, the parties periodically discussed possible settlement in subsequent months. They also engaged in additional virtual mediation sessions with Judge Hoffman. After extensive and hard-fought negotiations, the parties agreed to the Loan Modification Agreement effective as of March 31, 2026.

### **The Loan Modification Agreement**

18. The Loan Modification Agreement documents a settlement and a resolution of the various disputes between RSS and the Debtors in these cases. The Loan Modification Agreement provides for an amendment to the original Loan Agreement and for conforming modifications to be made to the Third Plan in connection with that settlement (which are reflected in the Modified Plan). The material terms of the Loan Modification Agreement are the following:<sup>4</sup>

- **New Principal Amount.** The principal amount of the Loan will be set as of April 6, 2025 at \$10,300,000. The Loan will bear interest at the pre-bankruptcy non-default rate of 4.9%. The Debtors will make monthly payments of principal and interest at \$59,614.20 based on the Loan amortizing as if it is a 25-year loan.
- **Expense Reimbursement.** The Debtors also agree to pay RSS an “Expense Reimbursement” of \$1,800,000, which will be repayable in equal monthly installments of \$21,428.57. The Expense Reimbursement will not bear interest unless the Debtors fail to make timely payments.
- **Application of other funds.** RSS will be entitled to keep the adequate protection payments it has received in these cases against either the reset principal of the Note or the Expense Reimbursement (amounts which were being escrowed for payment

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<sup>4</sup> This summary is for the convenience of the parties only and the Loan Modification Agreement should be consulted for the specifics of the terms it provides for.

of real estate and taxes under the cash collateral orders in these cases shall continue to be escrowed for those purposes).

- Extension of Loan Maturity Date. The maturity date on the Loan is being extended to March 6, 2033. At origination, the Loan was scheduled to mature on March 6, 2025, although the Loan was accelerated prepetition.
- Streamlined covenants. The Loan Modification Agreement streamlines and reduces the number of ongoing covenants which the borrowers will have to comply with in the future.
- Reduced Events of Default. The Loan Modification Agreement streamlines the events of default under the Loan Agreement and also provide the Debtors certain notice and cure rights.
- Insurance Proceeds. Within thirty (30) days after the Effective Date, so long as no Future Event of Default is then continuing, RSS shall promptly endorse and release to Borrower that certain insurance check in the amount of \$165,412.42 issued by Westfield Insurance with respect to roof repairs to the Quality Inn.
- Cure of Existing Events of Default. As of the Effective Date, all existing events of default under the Loan Agreement will be cured.
- Withdrawal of Claim Objection. The Debtors will withdraw the RSS Claim Objection.
- Vote in favor of Plan. RSS will vote in favor of a modified plan which incorporates the terms of the Loan Modification Agreement.
- Franklin County Foreclosure Action. The parties agree within 15 business days of the Effective Date, provided no Future Event of Default is then continuing, the parties shall file a stipulation of voluntary dismissal without prejudice of any and all claims by Noteholder against Buckeye, Lancaster, Sunburst and Mr. Vasani and with prejudice as to any and all claims asserted by Buckeye, Lancaster, Sunburst, and Mr. Vasani against RSS in the Franklin County Foreclosure.
- Personal Guaranty. As long as no new Event of Default occurs under the Credit Agreement, as modified by the Loan Modification Agreement, RSS agrees to not pursue Mr. Vasani on account of his personal guaranty of the Loan.
- Release. As of the Effective Date, the Debtors agree to release RSS, any preceding noteholder, Rialto, Wells, and any other current or previous trustee or servicer of the loan of any claims relating to the Loan or the relationship between the parties prior to the Effective Date.

### The Modified Plan

19. The Modified Plan makes the following material changes to the Third Plan<sup>5</sup> based on the provisions of the Loan Modification Agreement:

- Change to Class 3 Treatment. Instead of receiving the 1111(B) Note or the New Secured Promissory Note and the Exit Fee, RSS will receive payments under the existing note as it is being restated, plus the Expense Reimbursement, and application of the previous cash collateral payments in the manner provided for by the Loan Modification Agreement.
- No Restatement of Mortgages. The existing mortgages securing the Loan will remain in place instead of them being restated as provided for in the Third Plan.
- Removal of Rights of First Offer. The Rights of First Offer governing how RSS may credit bid its liens in the future if the Debtors wish to sell one or more of the Debtors' hotels are being removed.
- Release and Injunction Provisions. The release and injunction provisions of the Third Plan are being modified to conform with the provisions of the Loan Modification Agreement.
- Amendment to Plan Exhibit IV.D.1. Exhibit IV.D.1 of the Third Plan is being modified to remove any reference to claims being retained against RSS.
- Amendment to Governing Documents. The governing documents for the Debtors will have provisions requiring unanimous consent for filing bankruptcy or taking certain other actions, but will not include the prepetition requirement for an independent director at S&G.

In addition, because no "Overbidding Equity Investor" came forward instead of SDGD, LLC and RSS is not opposing the Debtors' assumption of their existing management agreements with InnVite Hospitality, Group LLC ("**InnVite**"), the Modified Plan makes the following additional changes:

- Removal of Overbidding Equity Investor References. The Modified Plan deletes references to the Overbidding Equity Investor (as such term was defined in the Third Plan).
- Management Agreement with InnVite. The Modified Plan specifies that the management agreements with InnVite shall be assumed and there will be no Cure Amount Claim for the assumption of these Agreements.

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<sup>5</sup> This summary is for the convenience of the parties only and the redline attached as Exhibit B should be consulted for the specific changes made in the Modified Plan.

- Deletion of Litigation Trust. Because the management agreements with InnVite are being assumed, references to InnVite receiving interests in a litigation trust on account of it having any rejection damages claim are being deleted.

### **Relief Requested and Authority Therefor**

#### *Approval of the Debtors' Entry Into and Performance Under the Loan Modification Agreement*

20. Bankruptcy Rule 9019(a) provides that "[o]n motion by the trustee and after notice and a hearing, the court may approve a compromise or settlement." Fed. R. Bankr. P. 9019(a). Before approving a settlement under Bankruptcy Rule 9019, a court must determine that the proposed settlement is "fair and equitable." *Lyndon Prop. Ins. Co. v. Katz*, 196 F. App'x. 383, 387 (6<sup>th</sup> Cir. 2006); *see also In re Lee Way Holding Co.*, 120 B.R. 881, 890 (Bankr. S.D. Ohio 1990) ("The benchmark for determining the propriety of a bankruptcy settlement is whether the settlement is in the best interests of the estate.") According to the Sixth Circuit a "bankruptcy court enjoys significant discretion in determining whether to approve a proposed settlement." *Prime Financial, Inc. v. Shapiro (In re TAJ Graphics Enter., LLC)*, 162 F.4<sup>th</sup> 791, 798 (6<sup>th</sup> Cir. 2025) (citing *Hindelang v. Mid-State Aftermarket Body Parts, Inc. (In re MQVP, Inc.)*, 477 F. App'x 310, 312-13 (6<sup>th</sup> Cir. 2012). "The decision to approve a given compromise lies within the discretion of the [bankruptcy] court." *In re SIS Corp.*, 108 B.R. 608, 612 (Bankr. N.D. Ohio 1989). As this Court has previously recognized, "compromises are favored in bankruptcy." *Lee Way*, 120 B.R. at 891.

21. In making the determination of whether to approve a settlement, the Sixth Circuit has articulated a four part test: "(a) the probability of success in the litigation; (b) the difficulties, if any, to be encountered in the matter of collection; (c) the complexity of the litigation involved, and the expense, inconvenience and delay necessarily attending it; (d) the paramount interest of the creditors and a proper deference to their reasonable views in the premises." *TAJ*, 162 F.4<sup>th</sup> at 798 (citing *In re Bard*, 49 F. App'x. 528, 520 (6<sup>th</sup> Cir. 2002)); *see also Lee Way*, 120 B.R. at 891

(adopting the same factors). Settlements should be rejected only if they fall "below the lowest point in the range of reasonableness." *Cosoff v. Rodman (In re W.T. Grant Co.)*, 699 F.2d 599, 608 (2d Cir. 1983) (quoting *Newman v. Stein*, 464 F.2d 689, 693 (2d Cir. 1972)).

22. The Debtors submit that three of these four factors are applicable in this case. Because the litigation concerns the valuation of RSS's claims against the Debtors and they will be satisfied under a chapter 11 plan, the second factors on the difficulties of collection is not relevant. Each of the other three factors weigh in favor of approving the settlement with RSS as part of an order confirming the Modified Plan. With respect to the probabilities of success, the litigation with RSS involves a wide range of disputes raising such issues as the valuation of RSS's claims against the Debtors, the valuation of the Debtors' assets and RSS's liens in them, and what would constitute a reasonably equivalent stream of future payments for them in a cram-down issue. Thus, the outcome of the disputes with RSS is highly uncertain, which weighs in favor of approving of the Debtors entry into the Loan Modification Agreement and performance under it as part of the Order confirming the Modified Plan.

23. The expense and complexity with continuing to litigate these issues would be substantial. Post-hearing briefing still needs to be completed on the four days of the confirmation hearing that have already occurred. Once those issues are decided, it is quite possible that the Debtors would have to amend their proposed plan again and possibly have to resolicit creditors depending on the substance of these amendments. The parties were anticipating at least two more days of live testimony concerning the remaining confirmation issues and further rounds of-post hearing litigation. This would delay confirmation for many months and involve significant additional litigation expenses for all concerned. Even then, the litigation would likely continue as the losing party on any particular pleading would likely appeal.

24. Finally, the Debtors believe that the paramount interest of creditors weighs in favor of the settlement. RSS is the Debtors' largest creditor and it supports the Loan Modification Agreement. The proposed settlement does not impact the recoveries to be provided to other classes under the Plan, so unsecured creditors will receive some distributions. Finally, the settlement will allow the Debtors to continue their business operations and assume their existing franchise agreements, which will benefit both the Debtors' employees and the franchisors. Thus, the Debtors submit that the settlement should be approved as part of an order confirming the Modified Plan.

*Modification of the Plan*

25. Section 1127(a) of the Bankruptcy Code provides a plan proponent the unilateral right to modify a plan before confirmation with its language that:

The proponent of a plan may modify such plan at any time before confirmation, but may not modify such plan so that such plan as modified fails to meet the requirements of sections 1122 and 1123 of this title. After the proponent of a plan files a modification of such plan with the court, the plan as modified becomes the plan.

Under this provision, a plan proponent has the absolute right to modify its plan prior to confirmation so long as the modified plan meets the requirements of sections 1122 and 1123 of the Bankruptcy Code. This is because, “[o]nce modified, the plan as modified becomes the plan.” *In re Dow Corning Corp.*, 237 B.R. 374, 376 (Bankr. E.D. Mich. 1999). No approval of the modification is necessary since “[a]s soon as a modification is filed, the modified plan becomes the effective plan.” 4 Norton Bankr. L. & Prac. 3d § 111:1.

26. Section 1127(d) of the Bankruptcy Code also provides that previous votes on an unconfirmed chapter 11 plan may be deemed to apply to the modified plan in certain cases. Bankruptcy Rule 3019(a) spells out the procedure for a court to determine that this is deemed to occur:

In a chapter 9 or chapter 11 case, after a plan has been accepted and

before its confirmation, the proponent may file a modification of the plan. If the court finds after hearing on notice to the trustee, any committee appointed under the Code, and any other entity designated by the court that the proposed modification does not adversely change the treatment of the claim of any creditor or the interest of any equity security holder who has not accepted in writing the modification, it shall be deemed accepted by all creditors and equity security holders who have previously accepted the plan.

27. The Modifications satisfy the requirements of section 1127(a) of the Bankruptcy Code and Bankruptcy Rule 3019. First, nothing in the Modified Plan violates the requirements of sections 1122 and 1123 of the Bankruptcy Code. Second, the Modifications do not adversely change the treatment under the Plan of the claim of creditors of, or the interest of any equity security holders in, the Debtors. The only creditor whose treatment is changed under the Plan is RSS, who has agreed to this treatment in the Loan Modification Agreement.

28. Courts consistently have held that a proposed modification to a chapter 11 plan under Bankruptcy Rule 3019 will be deemed accepted by all creditors and equity security holders who previously accepted the plan where the proposed modification does not cause a material adverse change in the treatment of the claim of any creditor or the interest of any equity security holder. *See, e.g., In re Celotex Corp.*, 204 B.R. 586, 608-09 (Bankr. M.D. Fla. 1996) (holding that creditors and equity holders who had accepted the debtor's plan of reorganization were deemed to have accepted modifications that did not adversely change the treatment under the plan of any claims or interests); *In re Trans World Airlines, Inc.*, 185 B.R. 302, 322 (Bankr. E.D. Mo. 1995) ("In light of the immaterial nature of the Modifications, no additional disclosure under section 1125 is required and, pursuant to Bankruptcy Rule 3019, all Holders of Claims and Interests that have accepted the Plan prior to the Modifications are conclusively presumed to have accepted the Plan, as amended by the Modifications."); *In re Placid Oil Co.*, 92 B.R. 183, 190 (Bankr. N.D. Tex. 1988) (finding modifications were deemed accepted); *In re Mount Vernon Plaza*

*Urban Redevelopment Corp. I*, 79 B.R. 305, 306 (Bankr. S.D. Ohio 1987) (same). Modifications to a plan can even be announced at a confirmation hearing if they don't materially and adversely affect the treatment of any claims or equity interests. See *In re the Shops at Prestonwood, LP*, Case No. 11-32209-sgj, 2012 WL 2367444, at \*7 (Bankr. N.D. Tex. 2012); *In re EQK Bridgeview Plaza, Inc.*, Case No. 10-37054-SGJ, 2011 WL 6370631, at \*8 (Bankr. N.D. Tex. Dec. 9, 2011).

29. To the extent that section 1129(f)(2) is interpreted as requiring notice of the modifications to be provided to anyone who previously voted, the Debtors submit that providing notice of this modification by serving everyone who previously received a ballot on the Third Plan with a copy of this Motion and notice of the deadline to object to the requested relief is more than sufficient as it will provide them with an opportunity to object if they do not believe their previous acceptance or rejection of the Third Plan should be deemed to also apply to the Modified Plan. See *In re Legend Parent, Inc.*, Case No. 14-10701-RG, 2014 WL 3714198, at \*3 (Bankr. S.D.N.Y. Jul. 21, 2014) (“The disclosure of the Plan modifications on the record at or prior to the Confirmation Hearing constitutes due and sufficient notice of any and all of such modifications.”); *In re Groeb Farms, LLC*, Case No. 13-58200, 2013 WL 7154425, at \* 3 (Bankr. E.D. Mich. Dec. 20, 2013) (“Prior notice regarding the substance of the modification, together with the filing with the Court of the Plan as modified by the Plan Modifications and the disclosure of any Plan Modifications on the record at the Confirmation Hearing, constitute due and sufficient notice thereof.”).

30. As noted above, the Debtors believe that the Modifications to the Plan, together with the provisions of the Debtors' proposed confirmation order, will resolve the objections raised in the RSS Objections. Accordingly, the Debtors request that the Modifications be approved.

**No Prior Request**

31. No prior request for the relief sought in this Motion has been made to this or any other court.

**Notice**

32. In accordance with the *Order Establishing Limited Notice and Service Procedures* (Docket No. 120), notice of this Motion will be provided to: (i) the Columbus office of the United States Trustee for Region 9: Southern District of Ohio; (ii) counsel to RSS; (iii) the United States Small Business Administration; (iv) counsel to Itria; (v) the Debtors' largest 20 unsecured creditors on a consolidated basis; and (vi) any party who has filed a notice of appearance in these cases in the manner identified on the attached certificate of service. In accordance with the Order Setting Confirmation Hearing, this Motion will also be served by first-class mail on every party who received a ballot on the Debtors' proposed plan of reorganization and the Columbus Office of the United States Trustee.

WHEREFORE, the Debtors respectfully request that the Court as part of an order confirming the Modified Plan: (a) approve the Debtors entry into and performance under the Loan Modification Agreement; (b) find that the Modifications do not require any resolicitation of creditors under the Plan and that the previous acceptances of the Third Plan are deemed to be acceptances of the Modified Plan; and (c) grant such other and further relief as the Court may deem proper.

Dated: April 1, 2026

Respectfully submitted,

/s/ David A. Beck

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COUNSEL FOR DEBTORS AND  
DEBTORS IN POSSESSION

**CERTIFICATE OF SERVICE**

I hereby certify that on April 1, 2026, in accordance with the *Order Establishing Limited Notice and Service Procedures* [Docket No. 120] a copy of the foregoing *Motion Of S&G Hospitality, Inc. And Its Debtor Subsidiaries For Inclusion In Order Confirming The Modified Third Amended Joint Plan Of Reorganization Of S&G Hospitality, Inc. and Its Debtor Subsidiaries Of Provisions (A) Blessing Their Entry Into And Performance Under The Loan Modification Agreement With RSS COMM 2015-PC1-OH, BL, LLC And (B) Finding That Plan Modifications Do Not Require Them To Resolicit Acceptances Of Their Third Amended Plan* 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, by email on the parties on the Master Service List identified below as receiving service by email at the email addresses indicated.

**Parties Served by Email**

**Office of the U.S. Trustee**

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*/s/ David A. Beck*  
\_\_\_\_\_  
One of the Counsel for Debtors  
and Debtors in Possession

# **Exhibit A**

**LOAN MODIFICATION AGREEMENT**  
(Rialto / InnVite Hotel Portfolio)

entered into by and among

**RSS COMM2015-PC1 - OH BL, LLC**, an Ohio limited liability company,  
as Notcholder

and

**SUNBURST HOTELS LLC, BUCKEYE LODGING, LLC** and  
**LANCASTER HOSPITALITY, LLC**, each an Ohio limited liability company  
Individually and collectively, as Borrower

and

**ABHIJIT S. VASANI**,  
as Guarantor

regarding that certain real property (including improvements thereon) commonly known as Hampton Inn  
Lancaster, located at 2041 Schorway Drive Northwest, Lancaster, OH 43130, Quality Inn & Suites  
North/Polaris, located at 7500 Vantage Road, Columbus, OH 43235 and Red Roof PLUS+ Columbus  
Dublin, located at 5125 Post Road, Columbus, Ohio 43017

LOAN MODIFICATION AGREEMENT  
(Rialto / InnVite Hotel Portfolio)

This Agreement is entered into as of March 31, 2026 (the “**Execution Date**”), by and among Noteholder, Borrower and Guarantor.

**Recitals**

A. On February 27, 2015, **SUNBURST HOTELS LLC, BUCKEYE LODGING, LLC and LANCASTER HOSPITALITY, LLC** (collectively, the “**Borrower**”) executed the Promissory Note (the “**Note**”) made payable to **JEFFERIES LOANCORE LLC**, a Delaware limited liability company (the “**Original Noteholder**”) in the original principal amount of \$11,550,000.00, now held by RSS COMM2015-PC1 - OH BL, LLC (herein the “**Noteholder**”). The Note evidences the Loan.

B. The right to receive payments due under the Note, and the outstanding indebtedness evidenced by the Note, are secured by, among other things, the liens, security interests, terms, and provisions contained within the (i) Open-End Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of February 27, 2015, by Sunburst Hotels LLC to Original Noteholder, recorded on March 2, 2015, as Document No. 201503020025426 in the Franklin County Recorder’s Office, Ohio; (ii) Open-End Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of February 27, 2015, by Buckeye Lodging, LLC to Original Noteholder, recorded on March 2, 2015, as Document No. 201503020025422 in the Franklin County Recorder’s Office, Ohio and (iii) Open-End Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of February 27, 2015, by Lancaster Hospitality LLC to Original Noteholder, recorded on March 2, 2015, as Document No. 201500003290 in the Fairfield County Recorder’s Office, Ohio (collectively, the “**Security Instrument**”). The Security Instrument encumbers, among other things, the Property, and the beneficial interest thereunder has been assigned to Noteholder.

C. Pursuant to certain assignments, endorsements and/or transfers of the Loan Documents, Noteholder is the current owner of the Loan Documents.

D. One (1) or more Events of Default currently exist pursuant to the Loan Documents.

E. On August 18, 2023, each Borrower commenced a Chapter 11 bankruptcy case, captioned In re: S&G Hospitality, Inc., et al with Borrower and S&G Hospitality, Inc. as Debtors, in Case No. 2:23-bk-52859, Case No. 2:23-bk-52861, Case No. 2:23-bk-52862, Case No. 2:23-bk-52859 and Case No. 2:23-bk-52863 (collectively, the “**Bankruptcy Case**”) by filing a voluntary Chapter 11 bankruptcy petition with the United States Bankruptcy Court for the Southern District of Ohio.

F. Borrower has requested that Noteholder extend the Maturity Date of the Loan and modify certain terms and provisions of the Loan Documents, and subject to the terms and provisions set forth herein and confirmation of a modified Chapter 11 plan of reorganization to be filed by the Borrower in the Bankruptcy Case (the “**Modified Plan**”) and consented to by the Noteholder as set forth herein, and Noteholder is willing to do so.

NOW, THEREFORE, in consideration of the representations and mutual agreements made herein, the payment of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Noteholder and Obligors agree as follows:

Securitization: COMM 2015-PC1  
Rialto Loan No: 406100283  
Borrowers: Buckeye Lodging, LLC, Lancaster Hospitality, LLC  
and Sunburst Hotels LLC  
Property: 2041 Schorraway Drive Northwest, Lancaster, OH 43130, 7500 Vantage  
Road, Columbus, OH 43235 and 5125 Post Road, Columbus, Ohio 43017

## Agreements

### ARTICLE I DEFINED TERMS

1.1 **Definitions.** Unless otherwise defined in this Agreement, defined terms have the meaning set forth in the “Loan Agreement” as defined in this Section 1.1. In addition, as used in this Agreement, the following terms shall have the following meanings:

“**Agreement**” means this Loan Modification Agreement.

“**Effective Date**” means March 31, 2026.

“**Existing Events of Default**” means all Events of Default that have occurred prior to the Effective Date.

“**Future Event of Default**” means any Event of Default that occurs after the Effective Date.

“**Guaranty**” means that certain Guaranty of Recourse Obligations, dated as of February 27, 2015, executed by Guarantor for the benefit of the Original Noteholder.

“**Indemnitior**” means, collectively, Borrower and Guarantor.

“**Loan Agreement**” means that certain Loan Agreement, dated as of February 27, 2015, executed by and between Borrower and Original Noteholder in connection with the Loan.

“**Master Servicer**” means Trimont, not individually but solely in its authorized capacity as master servicer.

“**Noteholder Released Parties**” means Noteholder, any preceding noteholder (including Original Noteholder and any warehouse noteholder), Trustee, Master Servicer, Special Servicer, and any and all previous and contemporaneous master servicer(s), primary servicer(s), special servicer(s), and any sub-servicer(s), as well as any and all parent(s), affiliate(s), subsidiary(ies), successor(s), assign(s), member(s), partner(s), shareholder(s), representative(s), and/or agent(s) of the foregoing.

“**Obligors**” means, collectively, Borrower, Guarantor, and Indemnitior.

“**Pooling and Servicing Agreement**” means that certain Pooling and Servicing Agreement, dated July 1, 2015, relating to the Loan and the Property. Nothing herein constitutes an agreement or acceptance by Borrowers and/or Guarantor of the Pooling and Servicing Agreement and they are not bound by its terms.

“**Special Servicer**” means Rialto Capital Advisors, LLC, not individually but solely in its authorized capacity as special servicer pursuant to the Pooling and Servicing Agreement.

“**Trustee**” means Wilmington Trust, National Association, not individually but solely in its authorized capacity as trustee.

**ARTICLE II**  
**INCORPORATION BY REFERENCE; FURTHER ASSURANCES; REAFFIRMATION**

2.1 **Recitals; Defined Terms.** The recitals above are incorporated herein by reference. Capitalized terms used but not defined herein shall have the meanings given to them in the Loan Documents.

2.2 **Further Assurances.** Borrower agrees to execute and deliver to Noteholder from time to time such other documents and instruments, and to take such other actions, requested by Noteholder to carry out the terms hereof.

2.3 **Reaffirmation: No Novation.** Neither the execution and delivery of this Agreement, the terms and provisions hereof, nor the undertaking of any of the transactions described in this Agreement shall be construed to constitute a novation of the Note, any of the other Loan Documents, or the Loan.

2.4 **Amounts Due.** Borrower, Guarantor and Noteholder hereby acknowledge and agree that upon confirmation of the Modified Plan, which incorporates the terms of this Agreement, the amounts due under the Loan as of April 6, 2026 (not including moneys held in suspense by the Noteholder as of March 31, 2026) shall be fixed at \$12,100,000, consisting of \$10,300,000 in principal (the “**Principal Amount**”) and \$1,800,000 in expense reimbursements in the aggregate, which comprises amounts accrued, incurred or otherwise due prior to the date hereof and includes, without limitation, accrued interest, default interest, late fees, special servicing fees, interest on advances, protective advances and other fees and amounts due and payable under the Loan Documents prior to the date hereof (collectively, the “**Expense Reimbursement**”). The Principal Amount and Expense Reimbursement shall constitute the outstanding amounts due under the Loan from and after the Effective Date and shall be repaid pursuant to Section 2.1 of the Loan Agreement, as modified in Section 3.2 below. The amounts held by Noteholder in suspense accounts as of March 31, 2026 equal \$[104,035.00], which amounts shall be applied by the Noteholder pursuant to the terms of the Loan Agreement which existed prior to the Effective Date of this Agreement, and shall not be applied against the Principal Amount or the Expense Reimbursement. The Debtors waive any claim or argument that moneys received by the Noteholder from the Borrower prior to Effective Date should be applied against the Principal Amount or Expense Reimbursement. Provided, however, that any funds designated as a reserve for the payment of real estate taxes or insurance, pursuant to prior orders of the Bankruptcy Court authorizing the use of cash collateral, shall be considered to be part of the escrows under Section 3.3 of the Loan Modification Agreement and the parties agree the outstanding reserves as of March 31, 2025 are \$100,650.01.

2.5 **Cure of Existing Events of Default.** Noteholder hereby acknowledges and agrees that, upon Borrower’s satisfaction of the terms and conditions set forth in this Agreement, the Existing Events of Default under any and all of the Loan Documents shall be deemed cured as of the Effective Date. Notwithstanding the foregoing, the Loan shall remain in special servicing for the duration of the Loan, provided that Borrower shall not be liable for special servicing fees, workout fees, restructuring fees, or any other fees, charges or penalties under the Pooling and Servicing Agreement or the Loan Agreement except to the extent arising in connection with a Future Event of Default, and other than such other items provided for in this Agreement.

**ARTICLE III**  
**MODIFICATIONS; EXTENSION OF MATURITY DATE**

3.1 **Definitions:**

Securitization: COMM 2015-PC1  
Rialto Loan No: 406100283  
Borrowers: Buckeye Lodging, LLC, Lancaster Hospitality, LLC  
and Sunburst Hotels LLC  
Property: 2041 Schorrrway Drive Northwest, Lancaster, OH 43130, 7500 Vantage  
Road, Columbus, OH 43235 and 5125 Post Road, Columbus, Ohio 43017

(a) The following definitions from Section 1.1 of the Loan Agreement are hereby amended and restated in their entirety to read as follows:

(i) **“Cash Management Period”** shall commence upon Lender giving notice to the Debtor of the following: (A) the Stated Maturity Date, or (B) the continuance of a monetary Event of Default and shall end upon Noteholder promptly giving notice to the financial account holding the Deposit Agreement that the sweeping of funds into the Deposit Agreement, which shall only be required to be given if (the Stated Maturity Date has not occurred and with respect to the event of default in clause (B) above the monetary Event of Default has been cured pursuant to the Loan Modification Agreement.

(ii) **“Debt”**: means the unpaid Principal, the Expense Reimbursement, all interest accrued and unpaid thereon and all other sums due to Lender in respect of the Loan or under any Loan Document.

(iii) **“Event of Default”** means the occurrence of an Event of Default, as defined in the Loan Modification Agreement, but only after the expiration of any applicable notice and cure periods.

(iv) **“Interest Period”** (i) the period from the date hereof through the first day thereafter that is the 5th day of a calendar month and (ii) each period thereafter from the 6th day of each calendar month through the 5th day of the following calendar month; except that the Interest Period, if any, that would otherwise commence before and end after the Maturity Date shall end on the Maturity Date.

(v) **“Loan Documents”**: (A) this Agreement and each of the following documents, each of which is dated as of the date hereof except as set forth below: (i) the Promissory Note made by Borrowers to Lender in the aggregate principal amount equal to the Loan as modified by the Loan Modification Agreement (the **“Note”**), (ii) each Open-End Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made by a Borrower in favor of Lender which covers the Property owned by such Borrower (collectively, the **“Mortgages”**), (iii) each Assignment of Leases and Rents from Borrower to Lender (collectively, the **“Assignments of Leases and Rents”**), (iv) each Assignment of Agreements, Licenses, Permits and Contracts from a Borrower to Lender, (v) the Guaranty of Recourse Obligations made by Guarantor, (vi) Certificate Re **“Recycled”** Special-Purpose Entity from Borrower (the **“Recycled SPE Certificate”**), (vii) the Consent and Subordination of Manager by Manager, (viii) any environmental indemnity executed and delivered by Borrower and Guarantor to Lender and (viii) the Loan Modification Agreement (and each of the foregoing defined terms shall refer to such documents as they may be) amended, restated, replaced, severed, split, supplemented or otherwise modified from time to time (including pursuant to Section 9.2 hereof) and (B) all other documents, agreements and instruments executed and delivered after the Loan Modification Effective Date evidencing, securing or delivered to Lender.

(vi) **“Loan Modification Agreement”**: that certain Loan Modification Agreement dated March 31, 2025 by and among Borrowers, Guarantor and Lender, as amended from time to time.

(vii) **“Major Contract”**: (i) any management, brokerage or leasing agreement or (ii) any cleaning, maintenance, service or other contract or agreement of any kind (other than Leases) of a material nature (materiality for these purposes to include contracts under which Borrower would have the obligation to pay more than \$100,000 and which extend

Securitization: COMM 2015-PC1

Rialto Loan No: 406100283

Borrowers: Buckeye Lodging, LLC, Lancaster Hospitality, LLC  
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Road, Columbus, OH 43235 and 5125 Post Road, Columbus, Ohio 43017

beyond one year (unless cancelable on thirty (30) days or less notice without requiring the payment of termination fees or payments of any kind or which are not customarily available without a termination fee in the relevant market)), in either case relating to the ownership, leasing, management, use, operation, maintenance, repair or restoration of a Property, whether written or oral.

(viii) **“Payment Date”** shall mean the 6th day of each calendar month.

(ix) The definition of **“Permitted Transfers”** is hereby amended to add the following as subparagraph (vi):

(vi) the issuance of the equity interests in Sole Member to SDGD Enterprises LLC in accordance with the Modified Plan, provided that there shall be no change in control of SDGD Enterprises LLC except to Abhijit S. Vasani.

(x) **“Stated Maturity Date”** shall mean March 6, 2033.

(b) The following definitions are hereby added to Section 1.1 of the Loan Agreement:

**“Loan Modification Agreement”** means the Loan Modification Agreement with an Execution Date of March 31, 2026 and an Effective Date of March 31, 2026, made by and among Borrower, Guarantor and Noteholder.

**“Loan Modification Effective Date”** means March 31, 2026.

3.2 The second sentence of Section 2.1 of the Loan Agreement is hereby amended and restated in its entirety as follows:

Effective as of the Loan Modification Effective Date, the outstanding principal amount of the Loan (the “Principal”), has been modified and reduced to \$10,300,000, which shall mature on the Stated Maturity Date.

3.3 Section 2.2.1(b) of the Loan Agreement is hereby amended and restated in its entirety as follows:

(b) From and after April 5, 2026, interest on the unpaid Principal shall accrue at the Interest Rate and be due and payable as hereinafter provided. On April 5, 2026, Borrowers shall pay to Lender an adequate protection payment in the amount of \$90,000.00 in accordance with the Cash Collateral Order established with respect to the Modified Plan, which payment shall be applied by Lender in accordance with the Cash Collateral Order and shall not be applied to reduce the outstanding amount of the Principal Amount or the Expense Reimbursement. On May 6, 2026 and each Payment Date thereafter through and including the Stated Maturity Date, Borrower shall pay to Lender the sum of: (i) Principal and interest in equal monthly installments of \$59,614.20, calculated based on an unpaid Principal amount of \$10,300,000.00 (the “Principal”) as of the Loan Modification Effective Date, the Interest Rate, and a 25-year amortization schedule, as set forth on Schedule 1 attached to the Loan Modification Agreement; plus (ii) an additional payment in equal monthly installments of \$21,428.57 to fully amortize the Expense Reimbursement by the Stated Maturity Date, as set forth on Schedule 2 attached to the Loan Modification Agreement, provided that the Expense Reimbursement shall not accrue any interest except as set forth in Section 8.2.1 (collectively, the “Monthly Debt Service Payment Amount”).

Securitization: COMM 2015-PC1

Rialto Loan No: 406100283

Borrowers: Buckeye Lodging, LLC, Lancaster Hospitality, LLC  
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3.4 Section 2.2.4 of the Loan Agreement is hereby deleted in its entirety.

3.5 Section 2.3.1 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

2.3.1 Repayment. Borrower shall repay the entire outstanding principal balance of the Loan in full on the Maturity Date, together with interest thereon to (but excluding) the date of repayment and any other amounts due and owing under the Loan Documents. All proceeds of any repayment, including any prepayments of the Loan, shall be applied by Lender as follows in the following order of priority: *First*, accrued and unpaid interest at the Interest Rate; *Second*, to any currently due or past due portion of the Principal; *Third*, any currently due or past due portion of the Expense Reimbursement, which may be applied by Lender in its sole and absolute discretion towards any item comprising the Expense Reimbursement, with Lender determining the order and priority of such application; *Fourth*, any currently due or past due payments towards the tax and insurance escrows provided for under Section 3.3 of the Loan Agreement; *Fifth*, to any unpaid Late Fees, *Sixth* the outstanding balance of the Principal *and Seventh*, the outstanding balance of the Expense Reimbursement, which may be applied by Lender in its sole and absolute discretion towards any item comprising the Expense Reimbursement, with Lender determining the order and priority of such application. During the continuance of an Event of Default, all proceeds of repayment, including any payment or recovery on one or more of the Properties (whether through foreclosure, deed-in-lieu of foreclosure, or otherwise) shall, unless otherwise provided in the Loan Documents, be applied in such order and in such manner as Lender shall elect in Lender's discretion. Notwithstanding anything contained in this Agreement, Lender shall not place any funds received by or on behalf of the Borrowers into any suspense account for more than three business days.

3.6 The third sentence of Section 2.3.2 of the Loan Agreement is hereby deleted in its entirety.

3.7 Section 2.3.3 of the Loan Agreement is hereby deleted in its entirety.

3.8 Section 2.3.4 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

2.3.4 **Optional Prepayments.** From and after the Effective Date, Borrower shall have the right to prepay the Loan at any time in whole but not in part.

3.9 Section 2.4 of the Loan Agreement is hereby amended and restated in its entirety to read:

2.4 **Release on Payment in Full.** Lender shall, upon the written request of Borrower, upon payment in full of the Debt (as defined in the Modification Agreement), release or if requested by Borrowers, assign to Borrower's designee (without any representation or warranty by and without any recourse against Lender whatsoever), the Liens of the Loan Documents if not theretofore released. In connection with the release of the Liens, Borrowers shall submit to Lender, no less than fifteen (15) days prior to the proposed date of such release (or such shorter time as is acceptable to Lender), releases of Liens (and related Loan Documents) for execution by Lender. Such releases shall be in a form appropriate in the jurisdiction in which the Properties are located and contain standard provisions protecting the rights of the releasing lender. Lender shall, within seven days of written request, provide an estimated payoff amount (including taking into account any amounts being escrowed for insurance and taxes), and a per diem.

3.10 Section 2.5.1 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

**2.5.1 Making of Payments.** Each payment by a Borrower or Borrowers shall be made in funds settled through the New York Clearing House Interbank Payments System or other funds immediately available to Lender by the conclusion of the date such payment is due, to Lender by deposit to such account as Lender may designate by written notice to Borrowers. Whenever any such payment shall be stated to be due on a date that is not a Business Day, such payment shall be made on the first Business Day thereafter. All such payments shall be made irrespective of, and without any deduction, set-off or counterclaim whatsoever and are payable without relief from valuation and appraisal laws and with all costs and charges incurred in the collection or enforcement thereof, including attorneys' fees and court costs.

3.11 Section 3.1 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

**3.1 Cash Management Arrangements.** Prior to the occurrence of a Monetary Event of Default, Borrower shall have the right to receive Rents directly and use the same for permitted purposes under the Loan Documents. After Borrowers receive written notice from Lender that a Monetary Event of Default has commenced and is continuing, and an Eligible Account specified by Lender at a financial institution with local branches in Franklin and Fairfield County Ohio at such time has been opened (the "**Deposit Account**"), each Borrower shall cause all Rents relating to its Property (including Rents in the nature of sums payable by issuers of credit cards accepted at the Property), together with any prepaid rent theretofore received by such Borrower, to be, within twenty (20) days of receipt, transmitted directly into such Deposit Account. After Borrowers receive written notice from Lender (in accordance with Section 6.1 of this Agreement) that a monetary Event of Default has commenced and is continuing, Borrower shall have no right of withdrawal from the Deposit Account, and funds therein may be invested at Lender's discretion in Permitted Investments. Notwithstanding anything to the contrary in the Loan Documents, after the occurrence and during the continuance of a monetary Event of Default (as defined above), Lender may apply all Rents deposited with Lender and other proceeds of repayment in such order and in such manner as Lender shall elect. Lender's right to withdraw and apply any of the funds in the Deposit Account shall be in addition to all other rights and remedies provided to Lender under the Loan Documents.

3.12 Section 3.2 of the Loan Agreement is hereby deleted in its entirety.

3.13 Section 3.3 of the Loan Agreement is hereby amended and restated to read as follows:

**3.3 Taxes and Insurance.** On each Payment Date, Borrowers shall pay to Lender (a) \$17,673.40 for Taxes and (b) \$8,277.39 for Insurance Premiums, which amounts shall be held in escrow for the payment of these charges. Until Lender provides Borrower with written notice to the contrary, Lender shall be responsible for paying Taxes and Insurance Premiums to the extent that escrowed amounts pursuant to this Section 3.3 are available to make such payments. If Lender pays for Taxes or Insurance Premiums and there is a shortfall in the escrowed funds under this Section 3.3, Borrower shall pay such shortfall to Lender within 30 days after written notice with Lender's written accounting of its determination of the shortfall. In making any payment relating to Taxes and Insurance Premiums, Lender may do so according to any bill, statement or estimate procured from the appropriate public office (with respect to Taxes) or insurer or agent (with respect

Securitization: COMM 2015-PC1

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to Insurance Premiums), without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof. If Lender determines in its reasonable judgment that the funds being escrowed for payment of Taxes and Insurance will be insufficient to pay (or in excess of) the Taxes or Insurance Premiums next coming due, Lender may increase (or decrease) the monthly payment required to be paid for Taxes and Insurance Premiums by providing at least thirty days' notice of the changes of the amount. If, as of December 31 of each year, Lender is holding in escrow an amount that, when added together with the then required payments for Taxes and Insurance is in excess of the amount required to pay estimated Taxes and Insurance Premiums over the next year, Lender shall refund such excess within 30 days.

3.14 Section 3.4 of the Loan Agreement is hereby deleted in its entirety.

3.15 Section 3.6 of the Loan Agreement is hereby deleted in its entirety.

3.16 Section 3.7 of the Loan Agreement is hereby deleted in its entirety.

3.17 Section 3.9 of the Loan Agreement is hereby deleted in its entirety.

3.18 Section 3.11 of the Loan Agreement is hereby deleted in its entirety.

3.19 Section 5.3 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

**5.3 Access to Properties.** Borrowers shall permit agents, representatives, consultants, and employees of Noteholder to inspect the Properties or any part thereof at reasonable hours upon reasonable advance notice. Lender or its agents, representatives, consultants and employees as part of any inspection may take soil, air, water, building material and other samples from any Property, subject to the rights of any hotel guests with respect to the rooms in which they are staying.

3.20 Section 5.4.1 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

**5.4.1 Repairs; Maintenance and Compliance.** Borrower shall at all times maintain, preserve and protect all franchises and trade names, Borrowers shall cause the Properties to be maintained in a good and safe condition and repair and shall not remove, demolish, or alter the Improvements or Equipment (except for alterations performed in accordance with Section 5.4.2 below and normal replacement of Equipment with Equipment of equivalent value and functionality). Borrowers shall promptly comply in all material respects with all Legal Requirements and immediately cure properly any violation of a Legal Requirement, provided, however, that Borrowers shall have no obligation to cure any violation of a Legal Requirement if a Cash Management Period has commenced and is continuing unless Noteholder releases funds necessary to pay any costs in association with curing such Legal Requirement. Borrowers shall promptly notify Noteholder in writing after Borrowers first receive notice of any such non-compliance. Borrowers shall promptly repair, replace and rebuild any Property that becomes damaged, worn or dilapidated and shall complete and pay for improvements at any time in the process of construction or repair, provided, however, that Borrowers shall have no obligation to make such repairs or replacement if (A) a Cash Management Period has commenced and is continuing unless Noteholder releases funds necessary to pay any costs in association with making

Securitization: COMM 2015-PC1

Rialto Loan No: 406100283

Borrowers: Buckeye Lodging, LLC, Lancaster Hospitality, LLC  
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such repairs or replacement or (B) a claim for a casualty or major loss has been made to an insurer, but the insurer has not yet paid for the claim.

3.21 Section 5.4.2 of the Loan Agreement is amended to delete the third and last sentences of such section and insert at the end of that section the following:

Notwithstanding the foregoing, Borrowers may make any Material Alterations that are required by the brands under the franchise agreements or to comply with health and safety requirements.

3.22 Section 5.11 of the Loan Agreement is amended by the addition of a new subparagraph (c):

(c) After written request by Borrowers, Lender shall within ten (10) days furnish to Borrowers with a statement addressed to Borrowers, their successors and assigns, setting forth (i) the unpaid Principal, (ii) the Interest Rate, (iii) the date installments of interest and/or Principal were last paid and (iv) amounts held by Lender for Taxes and Insurance Premiums. Borrowers shall be responsible for reimbursing Lender for any reasonable and customary fees charged by the Master Servicer in connection with the preparation of such special statements, which is estimated at \$1,300 per statement.

3.23 Section 5.12.1 of the Loan Agreement is hereby amended and restated in its entirety to read:

**5.12.1 Management Agreement.** Each Borrower shall (i) cause the Property owned by it to be managed pursuant to a Management Agreement; (ii) promptly perform and observe all of the covenants required to be performed and observed by it under such Management Agreement and do all things necessary to preserve and to keep unimpaired its rights thereunder; (iii) promptly notify Lender of any material default under such Management Agreement of which it is aware; and (iv) promptly enforce the performance and observance of all of the covenants required to be performed and observed by Manager under such Management Agreement. If any Borrower shall default in the performance or observance of any material term, covenant or condition of the Management Agreement on the part of such Borrower to be performed or observed, then, without limiting Lender's other rights or remedies under this Agreement or the other Loan Documents, and without waiving or releasing such Borrower from any of its obligations hereunder or under the Management Agreement, Lender shall have the right, but shall be under no obligation, to pay any sums and to perform any act as may be appropriate to cause all the material terms, covenants and conditions of the Management Agreement on the part of such Borrower to be performed or observed. Without Lender's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, no Borrower shall (a) surrender, terminate, cancel, extend or renew its Management Agreement or otherwise replace the Manager or enter into any other management agreement (except pursuant to Section 5.12.2 below); (b) reduce or consent to the reduction of the term of its Management Agreement; (c) increase or consent to the increase of the amount of any charges under its Management Agreement; (d) otherwise modify, change, supplement, alter or amend in any material respect, or waive or release any of its rights and remedies under, its Management Agreement; (e) suffer or permit the occurrence and continuance of a default beyond any applicable cure period under its Management Agreement ( or any successor management agreement) if such default permits the Manager to terminate such Management Agreement (or such successor management agreement); or (f) suffer or permit the ownership, management or control of the Manager to be transferred to a Person other than an Affiliate of a Borrower.

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Borrowers: Buckeye Lodging, LLC, Lancaster Hospitality, LLC  
and Sunburst Hotels LLC

Property: 2041 Schorway Drive Northwest, Lancaster, OH 43130, 7500 Vantage  
Road, Columbus, OH 43235 and 5125 Post Road, Columbus, Ohio 43017

3.20 Section 5.13 of the Loan Agreement is hereby amended and restated in its entirety to read:

**5.13 Special Purpose Bankruptcy Remote Entity.** Each Borrower and Sole Member shall at all times be a Special Purpose Bankruptcy Remote Entity, provided that, notwithstanding anything to the contrary in the Loan Documents, Borrower and Sole Member shall not be in breach of this Section 5.13 solely on account of the substantive consolidation of the Borrower and Sole Member solely for voting and distribution purposes under the Modified Plan in the Bankruptcy Case. No Borrower nor Sole Member shall directly or indirectly make any change, amendment or modification to its or Sole Member's organizational documents, or otherwise take any action which could result in such Borrower or Sole Member not being a Special Purpose Bankruptcy Remote Entity. A "Special Purpose Bankruptcy Remote Entity" shall have the meaning set forth on Schedule 5 hereto.

3.24 Section 5.22 of the Loan Agreement is hereby amended and restated to read as follows:

**5.22 Indebtedness.** No Borrower shall directly or indirectly create, incur, or assume any indebtedness other than (i) the Debt; (ii) purchase money security interests for furniture or other equipment for the hotels, so long as any liens on such assets are restricted to the items of equipment being purchased in an amount and the aggregate amount of such indebtedness does exceed 2% of the original amount of the Principal; or (iv) unsecured trade payables incurred in the ordinary course of business relating to the ownership and operation of the Property by such Borrower, which in the case of such unsecured trade payables (A) are not evidenced by a note, (B) do not exceed, at any time, a maximum aggregate amount of two percent (2%) of the Allocated Loan Amount of the Property owned by such Borrower (or, when taken together with the unsecured trade payables of all Borrowers, two percent (2%) when taken together the unsecured trade payables of all Borrowers, two percent (2%) of the original amount of the Principal) and (C) are paid within sixty (60) days of the date incurred (but in all cases prior to delinquency) (collectively, "**Permitted Indebtedness**").

3.25 Section 5.26.1 of the Loan Agreement is hereby amended by inserting the following sentence at the end of that provision:

Notwithstanding the foregoing, the cancellation of the existing equity of Borrowers' parent company S&G Hospitality, Inc, and the issuance of new equity in S&G Hospitality, Inc. to SDGD Enterprises, LLC in accordance with the order confirming the Modified Plan may occur without any further consent being necessary from Lender and Borrowers shall have no obligation to pay any fees and expenses of Lender or any other party (including Rating Agencies) in connection with the consummation of that transaction.

3.26 Section 5.29 of the Loan Agreement is hereby deleted in its entirety.

3.27 Section 5.30 of the Loan Agreement is hereby deleted in its entirety.

3.28 Section 5.33(e) of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

Notwithstanding the foregoing provisions of this Section 5.33, in the event that that Borrower has, with Lender's prior written approval in its sole discretion, (a) reached agreement on

a better franchise agreement with a replacement franchisor or (b) determined that it would be more profitable (including taking into account any associated termination fees) to operate as a non-franchise hotel Borrower shall either (x) promptly notify Lender regarding such agreement and promptly enter into a new franchise agreement, which shall be subject to the prior written approval of Lender in its sole discretion, under a name and a hotel system controlled by a franchisor approved by Lender in its sole discretion or (y) notify Lender of such termination and the estimated financial benefit of doing so. Borrower shall cause such any such replacement franchisor to provide Lender with a "Comfort Letter" in form and substance reasonably acceptable to Lender. Any replacement franchisor shall be deemed a "Franchisor" for all purposes hereunder, and any replacement franchise agreement shall constitute a "Franchise Agreement" for all purposes hereunder.

3.29 Section 6.1 of the Agreement is modified with the existing notice addresses replaced with the following:

If to Noteholder:

RSS COMM2015-PC1 - OH BL, LLC  
c/o Rialto Capital Advisors, LLC  
200 S Biscayne Blvd.  
Suite 3550  
Miami, FL 33131  
Attention: Michael Strickland

with a copy to:

Holland & Knight LLP  
787 Seventh Avenue, 31st Floor  
New York, New York 10019  
Attention: Keith Brandofino

If to Borrowers:

c/o S&G Hospitality, Inc.  
P.O. Box 773  
New Albany, OH 43054

with a copy to:

Carpenter Lipps LLP  
280 N. High St., Suite 1300  
Columbus, OH 43215  
Attention: David A. Beck, Esq.  
Facsimile No: (614) 365-9145

3.30 Section 6.2 of the Loan Agreement is hereby amended by the deletion of the last sentence.

3.31 Section 6.3 of the Loan Agreement is hereby deleted in its entirety.

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3.32 Section 7.1.2 of the Loan Agreement is hereby amended by inserting at the end the following sentence:

Notwithstanding the foregoing, so long as Lender is paying the Insurance Premiums from escrow pursuant to Section 3.3, Borrower shall have no obligation to also pay the Insurance Premiums, subject to Borrower's obligation to pay for shortfalls pursuant to Section 3.3.

3.33 Section 7.4.2(a) shall be amended to delete the last sentence.

3.34 Section 7.4.2(b) of the Loan Agreement is hereby amended to delete the last sentence.

3.35 Section 8.1 is amended and restated in its entirety to read:

**8.1.1 Events of Default.** An "Event of Default" shall exist with respect to the Loan, the Loan Agreement, the Note and the Mortgages if any of the following shall occur and once any required notice or cure period under Section 8.1.3 has lapsed:

(a) any portion of the Debt is not paid when due or Borrower shall fail to pay when due any of the payments provided for in Section 2.4 of the Loan Modification Agreement;

(b) any of the Taxes are not paid when due, subject to Borrowers' right to contest Taxes in accordance with Section 5.2 hereof; provided, however, there shall be no Event of Default under this Section 8.1(b) if: (x) sufficient funds are then available in the Tax and Insurance Subaccount to pay all applicable Taxes, and (y) in violation of this Agreement, Lender has failed to release such funds in order to pay same;

(c) (I) the Policies are not kept in full force and effect, provided, however, there shall be no Event of Default under this Section 8.1(c) if: (x) sufficient funds are then available in the Tax and Insurance Subaccount to pay all applicable Insurance Premiums, and (y) in violation of this Agreement, Lender has failed to release such funds in order to pay same, or (II) the Policies are not delivered to Lender upon request;

(d) a Transfer other than a Permitted Transfer ;

(e) any certification, representation or warranty made by any Borrower or Guarantor herein or in any other Loan Document, or in any report, certificate, financial statement or other instrument, agreement or document furnished by any Borrower or Guarantor in connection with any Loan Document, shall be false or misleading in any material respect as of the date the representation or warranty was made (i.e., the original execution of the applicable Loan Document for representations or warranties in each such Loan Document including the Loan Agreement and the schedules thereto, the delivery of the report, certificate, financial statement or other document for representations or warranties in such reports, certificates, financial statements, or other documents, or the Modification Agreement for representations or warranties in the Modification Agreement);

(f) any Borrower or Sole Member shall make an assignment for the benefit of creditors, or shall generally not be paying its debts as they become due (except for debts being resolved under the Modified Plan or otherwise being dealt with in the Bankruptcy Case);

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(g) a receiver, liquidator or trustee shall be appointed for any Borrower or Sole Member; or any Borrower or Sole Member shall be adjudicated a bankrupt or insolvent (other than the Bankruptcy Case), or any petition for bankruptcy, reorganization, or arrangement pursuant to federal bankruptcy law, or any similar federal or state law, shall be filed by or against, consisted to, or acquiesced in by, any Borrower or Sole Member, as the case may be (other than the Bankruptcy Case); or any proceeding for the dissolution or liquidation of any Borrower or Sole Member shall be instituted (other than the Bankruptcy Case); provided, however, if such appointment, adjudication, petition or proceeding was involuntary and not consented to by such Borrower or Sole Member, as the case may be, only upon the same not being discharged, stayed, or dismissed within sixty (60) days;

(h) any Borrower breaches any covenant contained in Article V of the of the Loan Agreement (other than those contained in Section 5.33 of the Loan Agreement);

(i) except as except as expressly permitted hereunder, the actual or threatened alteration, improvement, demolition or removal of all or any portion of any of the Improvements without the prior written consent of Lender other than the completion of regular renovations to comply with brand requirements;

(j) (A), a Franchise Agreement is terminated and has not been replaced in accordance with the provisions of Section 5.33 of the Loan Agreement, (B) a written notice of default has been delivered by a franchisor under a Franchise Agreement (other than a notice of default solely related to a grade on a quality inspection during a period in which a major renovation of a Property is in process and for which the Borrower is making commercially reasonable efforts to complete such renovation in a timely manner) or (C) the occurrence of a default by a Borrower under a Franchise Agreement beyond all applicable notice and cure periods thereunder, unless Lender has approved a replacement franchise agreement and Borrower is diligently pursuing the implementation of such replacement franchise agreement pursuant to Section 5.33(e) above;

(k) the Borrowers or Guarantor breach any representation, warranty, or covenant contained in the Loan Modification Agreement; or

(l) except for the Events of Default in Section 8.1(a), (b), (c), (d), (e), (f), (g), (h), (i), (j) and (k) above), a default shall be continuing under any of the other terms, covenants or conditions of this Agreement or any other Loan Documents.

**8.1.2 Kinds of Events of Default.** The Events of Default identified in Section 8.1(a), (b), and (c) constitute “Monetary Events of Default” for purposes of this agreement. All other events of default in Section 8.1.1 constitute “Nonmonetary Events of Default.”

**8.1.3 Notice and Cure Periods.** No notice and cure period is applicable for the Events of Default in Section 8.1(d), (f) or 8.1(g) above, each of which shall constitute an immediate Event of Default upon occurrence. No Monetary Events of Default shall constitute an Event of Default unless such default remains uncured for twenty (20) days after Lender delivers notice to Borrowers (and Guarantor, if applicable) specifying the nature of the Monetary Event of Default. No Nonmonetary Event of Default (other than the Events of Default in Sections 8.1(d), 8.1(f) or 8.1(g)) shall constitute an Event of Default unless such default remains uncured for thirty (30) days after Lender delivers notice to Borrowers (and

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Guarantor, if applicable) specifying the nature of such Nonmonetary Event of Default; provided, however, that if such nonmonetary default is susceptible of cure but cannot reasonably be cured within such thirty (30)-day period, and Borrowers (or Guarantor, if applicable) shall have commenced to cure such default within such thirty (30)-day period and thereafter diligently and expeditiously proceeds to cure the same, such thirty (30)-day period shall be extended for an additional period of time as is reasonably necessary for Borrowers (or Guarantor, if applicable) in the exercise of due diligence to cure such default. Notwithstanding any other provision of the Loan Documents, Default Interest or Late Fees may only be charged once an Event of Default has occurred (after expiration of any applicable notice and cure periods under this Section 8.1.3) through the date of the waiver by Lender, if any, of such Event of Default.

The Note and Mortgage are hereby deemed modified to include this definition of an Event of Default as opposed to any existing definition of Event of Default currently contained in the Note and Mortgage.

3.36 Section 8.2.1 is amended and restated in its entirety to read:

**8.2.1 Acceleration.** Upon the occurrence and during the continuance of an Event of Default (other than an Event of Default described paragraphs (f) or (g) of Section 8.1 above), after the provision of notice and the expiration of any cure period provided for in this Agreement, Lender may take any such action that Lender deems advisable to protect and enforce its rights against any or all Borrowers and in and to the Properties, including declaring the Debt to be immediately due and payable (including unpaid interest on the Principal, Default Rate interest and Late Charges on Principal and Expense Reimbursement, in each case in connection with an Event of Default occurring after the Loan Modification Effective Date, as applicable, and any other amounts owing by Borrowers); and upon the occurrence and during the continuation of any Event of Default described in paragraph (f) or (g) of Section 8.1 above, the Debt and such other amounts described above, shall immediately and automatically become due and payable, without notice or demand, and each Borrower hereby expressly waives any such notice or demand, anything contained in any Loan Document to the contrary notwithstanding.

3.52 Section 8.2.5 of the Loan Agreement is hereby amended by the deletion of the number “five (5)” in the first sentence thereof and the replacement thereof with the number “thirty (30)”. The last sentence of section 8.2.5 of the Loan Agreement is hereby deleted in its entirety.

3.35 Section 10.3(b) shall be amended and restated in its entirety to read as follows:

(b) Borrowers shall pay any and all special servicing fees of Servicer in connection with the special servicing or work-out of the Loan or enforcement of the Loan Documents to the extent arising in connection with any monetary Future Event of Default.

3.53 Section 10.5 of the Loan Agreement is hereby amended by the insertion of the following words at the beginning of each sentence “Except as otherwise provided in the Loan Documents,”

3.54 Section 10.6(b) of the Loan Agreement is hereby modified to insert the following sentence at the end of the section:

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(b) NOTWITHSTANDING THE FOREGOING, FOR SO LONG AS THE BANKRUPTCY CASE REMAINS OPEN AND WOULD HAVE JURISDICTION OVER SUCH CLAIM, ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST LENDER OR BORROWER ARISING OUT OF OR RELATING TO THE AGREEMENT SHALL BE INSTITUTED IN THE BANKRUPTCY COURT. EACH PARTY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND EACH PARTY HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING.

3.55 Section 10.11 of the Loan Agreement is hereby amended by revising the first sentence to read "Upon the occurrence and continuance of an Event of Default, Lender shall have the continuing and exclusive right to apply or reverse any and all payments by Borrowers after the occurrence of the Event of Default to any portion of the Debt."

3.56 Section 10.20 of the Loan Agreement shall be deleted in its entirety.

3.57 Section 10.31 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

**10.1 Negation of Implied Right to Cure Events of Default.** Notwithstanding anything contained in this Agreement or any of the other Loan Documents providing that certain rights, remedies or privileges are only available to Agent or Lender during the "continuance" of an Event of Default (or words of similar import), Borrower expressly acknowledges and agrees that it does not have the right to cure an Event of Default once the same has occurred under this Agreement or any other Loan Document, all applicable notice and cure periods have expired pursuant to Section 8.1.3 above and Lender has delivered Borrower written notice of such Event of Default, in each case without the consent of Agent, which consent may be withheld, delayed or denied by Agent in its sole and absolute discretion.

3.58 **Extension of the Maturity Date.** Noteholder, Borrower and Guarantor agree and acknowledge that, upon execution of this Agreement by the parties hereto and the satisfaction of the conditions precedent in Article IV in this Agreement, the Stated Maturity Date of the Loan is hereby extended to March 6, 2033. For the avoidance of doubt, Borrower shall have no right or option to further extend the Maturity Date beyond this date.

3.59 **Insurance Proceeds.** Within thirty (30) days after the Effective Date, so long as no Future Event of Default is then continuing, Noteholder shall promptly endorse and release to Borrower that certain insurance check in the amount of \$165,412.42 issued by Westfield Insurance with respect to roof repairs to the Property.

3.60 **Monthly Statements.** From and after the Effective Date, on a monthly basis prior to 10 days of each Payment Date, Noteholder shall provide Borrower with a statement detailing the then current balance of the escrows for Insurance Premiums and Taxes held by Noteholder with respect to the Loan pursuant to Section 3.3 of the Loan Agreement and the application of all other payments on the Loan, including, but not limited to, the total outstanding amounts owed under the Loan Agreement, as modified by this Agreement.

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3.61 **Dismissal of Foreclosure Action.** Within fifteen (15) business days after the Effective Date, provided that no Future Event of Default is then continuing, the parties shall file a stipulation of voluntary dismissal without prejudice of any and all claims by Noteholder against Borrower and Guarantor and with prejudice as to any and all claims asserted by Borrower and Guarantor against Noteholder in the case captioned RSS COMM2015-PC1-OH BL, LLC v. Sunburst Hotels LLC *et. al*, 21 CV 007694, Franklin County Court of Common Pleas (the “**Foreclosure Action**”). Notwithstanding the foregoing, Guarantor hereby acknowledges and agrees that: (i) the Guaranty remains in full force and effect and is fully enforceable against Guarantor in accordance with its terms; (ii) a Springing Recourse Event occurred pursuant to the Guaranty and Section 10.1(iii) of the Loan Agreement due to Borrower voluntarily filing the Bankruptcy Case (the “**Existing Springing Recourse Event**”); (iii) Guarantor’s obligations under the Guaranty are not released, discharged, reduced, or in any way impaired by this Agreement, the dismissal of claims against Guarantor in the Foreclosure Action or any resolution of the Bankruptcy Case; and (iv) Noteholder shall have the right, upon the occurrence of a Future Event of Default from and after the execution of this Loan Modification Agreement by all parties, to commence and pursue any new action against Guarantor to enforce the Guaranty on account of the Existing Springing Recourse Event and pursue any and all remedies available to Noteholder thereunder, including, without limitation, commencing a new foreclosure action, seeking a money judgment against Guarantor and any other rights and remedies available to Noteholder under the Loan Documents, in each case without notice or demand to Borrower or Guarantor, provided, however that the Borrowers’ Recourse Liabilities shall not include any damages for an Event of Default that existed prior to the parties’ entry into this Agreement. Except as expressly provided herein, nothing in this Agreement shall be construed as a waiver, release, or limitation of any of Noteholder’s rights or remedies against Guarantor under the Guaranty or other Loan Documents solely with respect to any Event of Default under this Agreement, which rights, claims and defenses are expressly reserved by the respective parties. Notwithstanding anything to the contrary contained in this Agreement, nothing in this Agreement shall constitute a waiver of any claim or defense in connection with any breach of the environmental indemnity agreements entered into between the original lender and the Borrowers and Abhajt Vasani.

3.62 Schedule 5 attached to each of the Loan Agreement and the Recycled SPE Certificate is hereby amended by: replacing the existing language in each of (I).A.(vi), (III), (IV), and (V) with the phrase “Intentionally Deleted.”

3.63 Section I(ix) of Schedule 5 to each of the Loan Agreement and the Recycled SPE Certificate is hereby amended and restated to read in its entirety as follows:

(ix) has not, and without the unanimous consent of all of its partners, directors or members, as applicable, will not, with respect to itself or to any other entity in which it has a direct or indirect legal or beneficial ownership interest (A) file a bankruptcy, insolvency or reorganization petition or otherwise institute insolvency proceedings or otherwise seek any relief under any laws relating to the relief from debts or the protection of debtors generally, (B) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for such entity or for all or any portion of such entity's properties, (C) make any assignment for the benefit of such entity's creditors or (D) take any action that might cause such entity to become insolvent;

3.64 Section II(v) of Schedule 5 to the Loan Agreement is hereby amended and restated to read in its entirety as follows:

(v) has not, and without the unanimous consent of all of directors of the Sole Member, as applicable, will not, with respect to itself or to any other entity in which it has a direct or indirect

legal or beneficial ownership interest (A) file a bankruptcy, insolvency or reorganization petition or otherwise institute insolvency proceedings or otherwise seek any relief under any laws relating to the relief from debts or the protection of debtors generally, (B) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for such entity or for all or any portion of such entity's properties, (C) make any assignment for the benefit of such entity's creditors or (D) take any action that might cause such entity to become insolvent;

3.65 Section II(xxx) of Schedule 5 to the Loan Agreement is hereby amended and restated to read in its entirety as follows:

(xxx) as of the date of this Agreement, has and will have an operating agreement which provides that the business and affairs of Borrower shall be managed by or under the direction of a board of one or more directors of Sole Member designated by Sole Member, and the board of directors will not take any action requiring the unanimous affirmative vote of 100% of the members of its board of directors unless all of the directors shall have participated in such vote; and

#### ARTICLE IV CONDITIONS PRECEDENT

4.1 **Conditions Precedent.** The terms and provisions contained within this Agreement are subject to complete satisfaction (in Noteholder's reasonable discretion) on or before the Execution Date of the following conditions precedent:

(a) **The Bankruptcy Court** has entered an order in the Bankruptcy Case by May 29, 2026 confirming the Modified Plan of S&G Hospitality, Inc. and its Debtor Subsidiaries, and that the terms of the Modified Plan and order confirming such Modified Plan shall not modify the Loan in any manner except as set forth in this Agreement.

(b) **This Agreement.** This Agreement has been fully-executed;

(c) **Authority of Borrower.** Noteholder's counsel shall have reviewed and reasonably approved appropriate resolutions/consents authorizing the modifications and transactions contemplated by this Agreement;

(d) **No Event of Default.** Other than the Existing Event of Default, there shall exist no other Event of Default, nor any event which with notice or the passage of time or both would constitute an Event of Default (including, without limitation, a breach of Section 5.1 of this Agreement); and

(e) **Franchisor Consent.** If applicable, Borrower shall have obtained all required consents from Franchisors and provided all required notices to Franchisors as may be required pursuant to the terms of the Franchise Agreements with respect to Borrower entering into this Agreement and the modifications and transactions contemplated herein.

(f) **Additional Documents.** Each of Borrower and Guarantor shall have executed and delivered to Noteholder:

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- (i) Resolutions from each Borrower authorizing their performance under this Agreement;
- (ii) Guarantor's authorization of this agreement; and
- (iii) Officer's certificates attaching updated corporate documents and good-standing certificates for each of the Borrowers.

(g) **Withdrawal Of Claim Objection.** Borrower shall have withdrawn its pending objection to the Noteholder's claim in the Bankruptcy Case with prejudice [Dkt. No. 518 ] in the Bankruptcy Case.

(h) Resolutions from each Borrower authorizing their performance under this Agreement;

(i) Guarantor's authorization of this Agreement; and

(j) Officer's certificates attaching updated corporate documents and good-standing certificates for each of the Borrowers.

## ARTICLE V REPRESENTATIONS AND WARRANTIES

5.1 **Obligors' Representations and Warranties.** Obligors hereby represent, warrant, covenant, acknowledge and agree as follows:

(a) Other than the Existing Events of Default (which Noteholder agrees and acknowledges shall be deemed cured on the Effective Date upon Borrower's satisfaction of the terms and conditions set forth herein), to the best of Borrower's actual knowledge, as of the Execution Date no Event of Default, nor any event which with notice or the passage of time or both would constitute an Event of Default, has occurred and/or has occurred and is continuing under the Loan Documents.

(b) Borrower has not, voluntarily or involuntarily, granted any liens or security interests to any creditor not previously disclosed to Noteholder in writing on or before the Execution Date or referenced in the proofs of claim filed in the Bankruptcy Case (such as the liens of Itria Ventures LLC or any of its affiliates and the United States Small Business Association) and has not otherwise taken any action or failed to take any action which could or would impair, change, jeopardize or otherwise adversely affect the priority, perfection, validity or enforceability of any liens or security interests securing all or any portion of the obligations under the Note or the priority or validity of Noteholder's claims with respect to such obligations relative to any other creditor of Borrower.

(c) Obligors have the full legal right, power and authority to enter into and perform their respective obligations under this Agreement, and the execution and delivery of this Agreement by Obligors and the consummation by Obligors of the transaction contemplated hereby and performance by Obligors of their respective obligations hereunder have been duly authorized by all necessary action.

(d) This Agreement constitutes the valid and binding agreement of Obligors and is enforceable against Obligors according to its terms.

(e) Obligors have no reason to challenge Noteholder's standing to enter into this Agreement.

(f) The Loan Documents, as modified hereby, are in full force and effect.

(g) Except for the Bankruptcy Case and the Foreclosure Action, Borrower is not a party to any litigation, and to Borrower's actual knowledge, the Property (or any portion thereof) is not subject to any litigation and there are no proceedings or investigations pending (or, to Obligor's knowledge, threatened in writing) against Obligors or the Property that are not covered by insurance, before any court or arbitrator or any governmental, administrative, or other judicial authority or agency that would prevent or prohibit Obligors from complying with their respective obligations under this Agreement or the Loan Documents after taking into account the discharge of claims and other relief provided under the Modified Plan once it becomes effective.

(h) Obligors have freely and voluntarily entered into this Agreement after an adequate opportunity and sufficient period of time to review, analyze, and discuss all terms and conditions of this Agreement and all factual and legal matters relevant hereto with counsel freely and independently chosen by Obligors. Obligors further acknowledge that they have actively and with full understanding participated in the negotiation of this Agreement after consultation and review with counsel and that this Agreement has been negotiated, prepared, and executed without fraud, duress, undue influence, or coercion of any kind or nature whatsoever having been exerted by or imposed upon any party to this Agreement.

(i) Borrowers hereby remakes the representations and warranties contained in Section 4.21 of the Loan Agreement as of the date hereof.

(j) Borrowers are not in default beyond any applicable notice and cure periods under the Franchise Agreements.

(k) Borrowers shall, in performing their obligations under this Agreement, act promptly, reasonably and in good faith in all respects.

5.2 **Noteholder's Representations and Warranties.** Noteholder hereby represents, warrants, covenants, acknowledges and agrees as follows:

(a) Noteholder is duly authorized to execute this Agreement.

(b) Noteholder is not currently aware of any obligations that would constitute Indemnified Liabilities under Section 5.30(viii), (ix), (x), or (xi).

(c) The information it has provided to Borrowers regarding the application of payments on the Loan (including any amounts held in suspense) and the escrows for tax and insurance are true, complete and accurate in all material respects as of such applicable date stated in such information.

(d) Noteholder shall, in performing its obligations under this Agreement, act promptly, reasonably and in good faith in all respects.

**ARTICLE VI**  
**RATIFICATION**

6.1 Ratification. Each Obligor hereby:

(e) confirms and ratifies all of the terms and provisions (including, without limitation, the representations, warranties and covenants) contained within the Loan Documents executed by such Obligor, as modified by this Agreement; and

(f) agrees that the Loan Documents executed by such Obligor, as modified by this Agreement, are and shall continue to be the legal, valid and binding obligations of such Obligor, enforceable in accordance with their respective terms.

**ARTICLE VI - OBLIGORS' RELEASE AND WAIVER**

6.1 IN CONSIDERATION OF NOTEHOLDER ENTERING INTO THIS AGREEMENT, EACH OBLIGOR, ON ITS OWN BEHALF AND ON BEHALF OF ANY PERSON OR ENTITY CLAIMING BY, THROUGH OR UNDER IT, DOES HEREBY RELEASE AND FOREVER DISCHARGE NOTEHOLDER RELEASED PARTIES FROM CLAIMS, WHETHER SUCH CLAIMS ARE KNOWN OR UNKNOWN, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THE LOAN, THE LOAN DOCUMENTS, THE OBLIGATIONS THEREUNDER OR THE TRANSACTIONS CONTEMPLATED THEREBY, WHICH ANY OBLIGOR MAY NOW HAVE AGAINST NOTEHOLDER RELEASED PARTIES (TO THE EXTENT SUCH CLAIMS ORIGINATED IN WHOLE OR IN PART OR, BASED ON PRESENTLY EXISTING FACTS, COULD HAVE ORIGINATED IN WHOLE OR IN PART ON OR BEFORE THE EXECUTION DATE), THROUGH THE EXECUTION DATE, INCLUDING, WITHOUT LIMITATION, ANY SUCH CLAIMS DIRECTLY OR INDIRECTLY ARISING FROM OR IN CONNECTION WITH (I) ANY OF THE LOAN DOCUMENTS OR THE OBLIGATIONS THEREUNDER, (II) ANY OF THE TRANSACTIONS CONTEMPLATED BY THE LOAN DOCUMENTS OR THE PERFORMANCE OF THE OBLIGATIONS THEREUNDER, (III) ANY ACTION OR OMISSION TO ACT BY ANY OF NOTEHOLDER RELEASED PARTIES IN CONNECTION WITH THE LOAN OR PURSUANT TO THE LOAN DOCUMENTS AND (IV) ANY OTHER ACTION OR OMISSION TO ACT TAKEN ON OR BEFORE THE EXECUTION DATE BY ANY OF NOTEHOLDER RELEASED PARTIES RELATED TO THE LOAN. FOR THE AVOIDANCE OF DOUBT, NOTHING IN THIS RELEASE SHALL RELEASE ANY CLAIMS HELD BY ANY OF THE DEBTORS IN THE BANKRUPTCY CASES PENDING IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF OHIO THAT ARE BEING JOINTLY ADMINISTERED UNDER THE CAPTION IN RE WELCOME GROUP 2, LLC, CASE NO. 2:23-BK-53043. EACH OBLIGOR HEREBY REPRESENTS AND WARRANTS THAT IT HAS NOT ASSIGNED OR TRANSFERRED, OR PURPORTED TO ASSIGN OR TRANSFER, TO ANY PERSON OR ENTITY, ANY CLAIM AGAINST NOTEHOLDER RELEASED PARTIES, OR ANY PORTION THEREOF OR INTEREST THEREIN, AND THAT EACH OF THEM INDIVIDUALLY IS THE SOLE AND RIGHTFUL OWNER OF ANY SUCH CLAIM. IF ANY OBLIGOR HEREAFTER COMMENCES, JOINS IN OR IN ANY MANNER SEEKS RELIEF THROUGH ANY SUIT ARISING OUT OF, BASED UPON OR RELATING TO ANY OF THE CLAIMS RELEASED BY OBLIGORS, THEN OBLIGORS (JOINTLY AND SEVERALLY) WILL PAY TO NOTEHOLDER RELEASED PARTIES, AND EACH OF THEM, IN ADDITION TO ANY OTHER DAMAGES CAUSED TO NOTEHOLDER RELEASED PARTIES THEREBY, ALL REASONABLE ATTORNEYS' FEES INCURRED BY NOTEHOLDER RELEASED PARTIES IN DEFENDING OR OTHERWISE RESPONDING TO THE SUIT OR CLAIM.

Securitization: COMM 2015-PC1

Rialto Loan No: 406100283

Borrowers: Buckeye Lodging, LLC, Lancaster Hospitality, LLC  
and Sunburst Hotels LLC

Property: 2041 Schorraway Drive Northwest, Lancaster, OH 43130, 7500 Vantage  
Road, Columbus, OH 43235 and 5125 Post Road, Columbus, Ohio 43017

6.2 **Borrower hereby waives:**

(a) any and all defenses to payment of the Loan for any reason (to the extent such defenses exist as of the Execution Date); and

(b) any and all defenses, counterclaims or offsets to the Loan Documents (to the extent such defenses, counterclaims or offsets exist as of the Execution Date).

6.3 **Guarantor hereby waives:**

(a) any and all defenses to payment of the Guaranteed Obligations (as modified by this Agreement) with respect to the Existing Springing Recourse Event for any reason (to the extent such defenses exist as of the Execution Date); and

(b) any and all defenses, counterclaims or offsets to the Loan Documents (to the extent such defenses, counterclaims or offsets exist as of the Execution Date).

**ARTICLE VII**

**NO REPRESENTATIONS OR WARRANTIES BY NOTEHOLDER REGARDING PROPERTY.**

7.1 **No Representations or Warranties by Noteholder.** Borrower agrees that:

(a) None of the Noteholder Released Parties has made any representations or warranty, either express or implied, regarding the Property and has no responsibility whatsoever with respect to the Property, its condition, or its use, occupancy, or status; and

(b) No claims relating to the Property, its condition, or its use, occupancy, or status, will be asserted against any of the Noteholder Released Parties or its agents, employees, professional consultants, affiliated entities, successors, or assigns, either affirmatively or as a defense.

**ARTICLE VIII**

**NON-WAIVER OF RIGHTS OR REMEDIES**

8.1 **Non-Waiver of Rights or Remedies.** Except as expressly provided in this Agreement, nothing contained in this Agreement shall constitute a waiver of any rights of Noteholder or Special Servicer to collect any amounts to which Noteholder or Special Servicer may be lawfully entitled pursuant to the terms of the Loan Documents or otherwise at law or in equity except that, if Borrower satisfies all terms and conditions set forth in Section 4.1 of this Agreement, effective as of the Effective Date, the right to collect any amounts from Borrower or Guarantor shall be limited to those amounts expressly provided for in this Agreement and the other Loan Documents as modified by this Agreement. Further, nothing herein shall constitute a waiver of any default which may now or hereafter exist under the Loan Documents or this Agreement, except that if the Borrower satisfies all terms and conditions set forth in Section 4.1 of this Agreement, effective as of the Effective Date, the Existing Events of Default shall be deemed cured. Noteholder, Guarantor and Borrower hereby acknowledge and agree that Noteholder:

(a) Reserves and retains all rights and remedies Noteholder has or may have pursuant to the Loan Documents, this Agreement or applicable law with respect to, without limitation, the Existing Springing Recourse Event upon the occurrence of a Future Event of Default from and after the Effective

Securitization: COMM 2015-PC1

Rialto Loan No: 406100283

Borrowers: Buckeye Lodging, LLC, Lancaster Hospitality, LLC  
and Sunburst Hotels LLC

Property: 2041 Schorway Drive Northwest, Lancaster, OH 43130, 7500 Vantage  
Road, Columbus, OH 43235 and 5125 Post Road, Columbus, Ohio 43017

Date or Borrower's failure to honor or otherwise comply with the terms and provisions of the Loan Documents; and

(b) Shall have the right to exercise and enforce such rights following any Future Event of Default by hereunder or under the Loan Documents, other than the Existing Events of Defaults.

## **ARTICLE IX MISCELLANEOUS**

9.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of New York.

9.2 **Modification of this Agreement.** This Agreement cannot be modified except by an instrument in writing signed by the party against whom the enforcement of any modification is sought. This Agreement and the Loan Documents represent the final agreement among Noteholder and Obligors and may not be contradicted by evidence of prior or contemporaneous agreements or subsequent oral agreements of Noteholder and Obligors related to matters referenced herein. There are no oral agreements between or among Noteholder and Obligors.

9.3 **No Other Modifications or Extensions.** Except as expressly modified and/or extended herein, Borrower agrees that the terms and provisions contained within the Loan Documents shall not be modified or extended in any way and remain in full force and effect.

9.4 **Conflicts With Other Loan Documents.** To the extent that any of the other Loan Documents conflict with any of the provisions of this Agreement, this Agreement shall prevail.

9.5 **Multiple Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall be construed together to constitute one (1) instrument.

9.6 **Severability.** In the event any provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or reconstructed as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

9.7 **Time of Essence.** Time is of the essence in the performance of the covenants contained in this Agreement and in the Loan Documents.

9.8 **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, Obligors and Noteholder, and each of their respective heirs, successors, administrators and assigns.

9.9 **Noteholder Vote In Favor Of The Modified Plan.** The Noteholder agrees to vote to accept the Modified Plan, provided that the Modified Plan incorporates the terms of this Agreement.

9.10 **WAIVER OF JURY TRIAL.** EACH OF THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THEY MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO (A) THIS AGREEMENT, (B) ANY OF THE OTHER DOCUMENTS EXECUTED BY THEM IN CONNECTION HEREWITH, (C) ANY OF THE

Securitization: COMM 2015-PC1  
Rialto Loan No: 406100283  
Borrowers: Buckeye Lodging, LLC, Lancaster Hospitality, LLC  
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Property: 2041 Schorway Drive Northwest, Lancaster, OH 43130, 7500 Vantage  
Road, Columbus, OH 43235 and 5125 Post Road, Columbus, Ohio 43017

OBLIGATIONS, AND/OR (D) ANY OF THE LOAN DOCUMENTS. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY, AND VOLUNTARILY MADE BY THE PARTIES HERETO, AND EACH OF THE PARTIES HERETO HEREBY REPRESENTS AND WARRANTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. EACH OF THE PARTIES HERETO FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

9.11 **DIGITAL AND ELECTRONIC SIGNATURES**. This Agreement may be executed and delivered by electronic signatures, and such signatures shall have the same legal effect, validity, and enforceability as handwritten signatures, to the extent and as provided for in the New York Electronic Signatures and Records Act (N.Y. Gen. Oblig. Law § 7001 et seq.).

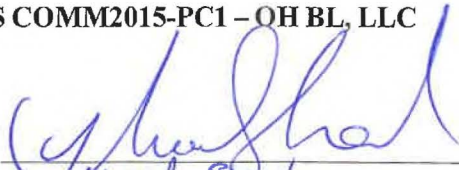
*Signature Pages Follow*

Securitization: COMM 2015-PC1  
Rialto Loan No: 406100283  
Borrowers: Buckeye Lodging, LLC, Lancaster Hospitality, LLC  
and Sunburst Hotels LLC  
Property: 2041 Schorway Drive Northwest, Lancaster, OH 43130, 7500 Vantage  
Road, Columbus, OH 43235 and 5125 Post Road, Columbus, Ohio 43017

IN WITNESS WHEREOF, this Agreement has been executed to be enforceable as of the Execution  
Date.

**NOTEHOLDER:**

**RSS COMM2015-PC1 – OH BL, LLC**

By:   
Name: Niraj Shah  
Title: Managing Director

**BORROWER:**

**SUNBURST HOTELS, LLC**, an Ohio limited liability company

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



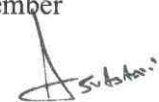
By: \_\_\_\_\_

Name: Abhijit S. Vasani

Title: President

**BUCKEYE LODGING, LLC**, an Ohio limited liability company

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



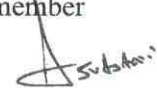
By: \_\_\_\_\_

Name: Abhijit S. Vasani

Title: President

**LANCASTER HOSPITALITY, LLC**, an Ohio limited liability company

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



By: \_\_\_\_\_

Name: Abhijit S. Vasani

Title: President

**GUARANTOR:**



\_\_\_\_\_  
ABHIJIT S. VASANI

**Schedule 1**

**Loan Principal Amortization Schedule**

[to be inserted]

Loan - Payment Schedule

Period	Beginning Balance	Payment (P&I)	Interest	Principal	Ending Balance
4/6/2026	\$10,300,000.00	\$0.00	\$0.00	\$0.00	\$10,300,000.00
5/6/2026	\$10,300,000.00	\$59,614.20	\$42,058.33	\$17,555.87	\$10,282,444.13
6/6/2026	\$10,282,444.13	\$59,614.20	\$43,386.20	\$16,228.00	\$10,266,216.14
7/6/2026	\$10,266,216.14	\$59,614.20	\$41,920.38	\$17,693.82	\$10,248,522.32
8/6/2026	\$10,248,522.32	\$59,614.20	\$43,243.07	\$16,371.13	\$10,232,151.19
9/6/2026	\$10,232,151.19	\$59,614.20	\$43,173.99	\$16,440.21	\$10,215,710.98
10/6/2026	\$10,215,710.98	\$59,614.20	\$41,714.15	\$17,900.05	\$10,197,810.93
11/6/2026	\$10,197,810.93	\$59,614.20	\$43,029.10	\$16,585.10	\$10,181,225.83
12/6/2026	\$10,181,225.83	\$59,614.20	\$41,573.34	\$18,040.86	\$10,163,184.97
1/6/2027	\$10,163,184.97	\$59,614.20	\$42,882.99	\$16,731.21	\$10,146,453.76
2/6/2027	\$10,146,453.76	\$59,614.20	\$42,812.40	\$16,801.80	\$10,129,651.96
3/6/2027	\$10,129,651.96	\$59,614.20	\$38,605.23	\$21,008.97	\$10,108,642.99
4/6/2027	\$10,108,642.99	\$59,614.20	\$42,652.86	\$16,961.34	\$10,091,681.65
5/6/2027	\$10,091,681.65	\$59,614.20	\$41,207.70	\$18,406.50	\$10,073,275.15
6/6/2027	\$10,073,275.15	\$59,614.20	\$42,503.62	\$17,110.58	\$10,056,164.57
7/6/2027	\$10,056,164.57	\$59,614.20	\$41,062.67	\$18,551.53	\$10,037,613.05
8/6/2027	\$10,037,613.05	\$59,614.20	\$42,353.15	\$17,261.05	\$10,020,352.00
9/6/2027	\$10,020,352.00	\$59,614.20	\$42,280.32	\$17,333.88	\$10,003,018.12
10/6/2027	\$10,003,018.12	\$59,614.20	\$40,845.66	\$18,768.54	\$9,984,249.57
11/6/2027	\$9,984,249.57	\$59,614.20	\$42,127.99	\$17,486.21	\$9,966,763.36
12/6/2027	\$9,966,763.36	\$59,614.20	\$40,697.62	\$18,916.58	\$9,947,846.78
1/6/2028	\$9,947,846.78	\$59,614.20	\$41,974.39	\$17,639.81	\$9,930,206.96
2/6/2028	\$9,930,206.96	\$59,614.20	\$41,899.96	\$17,714.24	\$9,912,492.72
3/6/2028	\$9,912,492.72	\$59,614.20	\$39,126.81	\$20,487.39	\$9,892,005.33
4/6/2028	\$9,892,005.33	\$59,614.20	\$41,738.77	\$17,875.43	\$9,874,129.90
5/6/2028	\$9,874,129.90	\$59,614.20	\$40,319.36	\$19,294.84	\$9,854,835.06
6/6/2028	\$9,854,835.06	\$59,614.20	\$41,581.93	\$18,032.27	\$9,836,802.79
7/6/2028	\$9,836,802.79	\$59,614.20	\$40,166.94	\$19,447.26	\$9,817,355.54
8/6/2028	\$9,817,355.54	\$59,614.20	\$41,423.79	\$18,190.41	\$9,799,165.12
9/6/2028	\$9,799,165.12	\$59,614.20	\$41,347.03	\$18,267.17	\$9,780,897.95
10/6/2028	\$9,780,897.95	\$59,614.20	\$39,938.67	\$19,675.53	\$9,761,222.42
11/6/2028	\$9,761,222.42	\$59,614.20	\$41,186.94	\$18,427.26	\$9,742,795.16
12/6/2028	\$9,742,795.16	\$59,614.20	\$39,783.08	\$19,831.12	\$9,722,964.04
1/6/2029	\$9,722,964.04	\$59,614.20	\$41,025.51	\$18,588.69	\$9,704,375.34
2/6/2029	\$9,704,375.34	\$59,614.20	\$40,947.07	\$18,667.13	\$9,685,708.22
3/6/2029	\$9,685,708.22	\$59,614.20	\$36,913.31	\$22,700.89	\$9,663,007.33
4/6/2029	\$9,663,007.33	\$59,614.20	\$40,772.52	\$18,841.68	\$9,644,165.65
5/6/2029	\$9,644,165.65	\$59,614.20	\$39,380.34	\$20,233.86	\$9,623,931.79
6/6/2029	\$9,623,931.79	\$59,614.20	\$40,607.65	\$19,006.55	\$9,604,925.24
7/6/2029	\$9,604,925.24	\$59,614.20	\$39,220.11	\$20,394.09	\$9,584,531.15
8/6/2029	\$9,584,531.15	\$59,614.20	\$40,441.40	\$19,172.80	\$9,565,358.35
9/6/2029	\$9,565,358.35	\$59,614.20	\$40,360.50	\$19,253.70	\$9,546,104.64
10/6/2029	\$9,546,104.64	\$59,614.20	\$38,979.93	\$20,634.27	\$9,525,470.37
11/6/2029	\$9,525,470.37	\$59,614.20	\$40,192.19	\$19,422.01	\$9,506,048.36

Period	Beginning Balance	Payment (P&I)	Interest	Principal	Ending Balance
12/6/2029	\$9,506,048.36	\$59,614.20	\$38,816.36	\$20,797.84	\$9,485,250.53
1/6/2030	\$9,485,250.53	\$59,614.20	\$40,022.49	\$19,591.71	\$9,465,658.82
2/6/2030	\$9,465,658.82	\$59,614.20	\$39,939.82	\$19,674.38	\$9,445,984.44
3/6/2030	\$9,445,984.44	\$59,614.20	\$35,999.70	\$23,614.50	\$9,422,369.93
4/6/2030	\$9,422,369.93	\$59,614.20	\$39,757.17	\$19,857.03	\$9,402,512.90
5/6/2030	\$9,402,512.90	\$59,614.20	\$38,393.59	\$21,220.61	\$9,381,292.29
6/6/2030	\$9,381,292.29	\$59,614.20	\$39,583.84	\$20,030.36	\$9,361,261.94
7/6/2030	\$9,361,261.94	\$59,614.20	\$38,225.15	\$21,389.05	\$9,339,872.89
8/6/2030	\$9,339,872.89	\$59,614.20	\$39,409.07	\$20,205.13	\$9,319,667.76
9/6/2030	\$9,319,667.76	\$59,614.20	\$39,323.82	\$20,290.38	\$9,299,377.38
10/6/2030	\$9,299,377.38	\$59,614.20	\$37,972.46	\$21,641.74	\$9,277,735.64
11/6/2030	\$9,277,735.64	\$59,614.20	\$39,146.89	\$20,467.31	\$9,257,268.33
12/6/2030	\$9,257,268.33	\$59,614.20	\$37,800.51	\$21,813.69	\$9,235,454.64
1/6/2031	\$9,235,454.64	\$59,614.20	\$38,968.49	\$20,645.71	\$9,214,808.93
2/6/2031	\$9,214,808.93	\$59,614.20	\$38,881.37	\$20,732.83	\$9,194,076.11
3/6/2031	\$9,194,076.11	\$59,614.20	\$35,039.65	\$24,574.55	\$9,169,501.55
4/6/2031	\$9,169,501.55	\$59,614.20	\$38,690.20	\$20,924.00	\$9,148,577.55
5/6/2031	\$9,148,577.55	\$59,614.20	\$37,356.69	\$22,257.51	\$9,126,320.05
6/6/2031	\$9,126,320.05	\$59,614.20	\$38,508.00	\$21,106.20	\$9,105,213.85
7/6/2031	\$9,105,213.85	\$59,614.20	\$37,179.62	\$22,434.58	\$9,082,779.27
8/6/2031	\$9,082,779.27	\$59,614.20	\$38,324.28	\$21,289.92	\$9,061,489.35
9/6/2031	\$9,061,489.35	\$59,614.20	\$38,234.45	\$21,379.75	\$9,040,109.60
10/6/2031	\$9,040,109.60	\$59,614.20	\$36,913.78	\$22,700.42	\$9,017,409.18
11/6/2031	\$9,017,409.18	\$59,614.20	\$38,048.46	\$21,565.74	\$8,995,843.44
12/6/2031	\$8,995,843.44	\$59,614.20	\$36,733.03	\$22,881.17	\$8,972,962.27
1/6/2032	\$8,972,962.27	\$59,614.20	\$37,860.92	\$21,753.28	\$8,951,208.98
2/6/2032	\$8,951,208.98	\$59,614.20	\$37,769.13	\$21,845.07	\$8,929,363.91
3/6/2032	\$8,929,363.91	\$59,614.20	\$35,246.18	\$24,368.02	\$8,904,995.90
4/6/2032	\$8,904,995.90	\$59,614.20	\$37,574.14	\$22,040.06	\$8,882,955.83
5/6/2032	\$8,882,955.83	\$59,614.20	\$36,272.07	\$23,342.13	\$8,859,613.70
6/6/2032	\$8,859,613.70	\$59,614.20	\$37,382.65	\$22,231.55	\$8,837,382.15
7/6/2032	\$8,837,382.15	\$59,614.20	\$36,085.98	\$23,528.22	\$8,813,853.93
8/6/2032	\$8,813,853.93	\$59,614.20	\$37,189.57	\$22,424.63	\$8,791,429.29
9/6/2032	\$8,791,429.29	\$59,614.20	\$37,094.95	\$22,519.25	\$8,768,910.04
10/6/2032	\$8,768,910.04	\$59,614.20	\$35,806.38	\$23,807.82	\$8,745,102.22
11/6/2032	\$8,745,102.22	\$59,614.20	\$36,899.47	\$22,714.73	\$8,722,387.50
12/6/2032	\$8,722,387.50	\$59,614.20	\$35,616.42	\$23,997.78	\$8,698,389.71
1/6/2033	\$8,698,389.71	\$59,614.20	\$36,702.37	\$22,911.83	\$8,675,477.89
2/6/2033	\$8,675,477.89	\$59,614.20	\$36,605.70	\$23,008.50	\$8,652,469.38
3/6/2033	\$8,652,469.38	\$59,614.20	\$32,975.52	\$26,638.68	\$8,625,830.70
4/6/2033	\$8,625,830.70	\$8,662,226.92	\$36,396.21	\$8,625,830.70	\$0.00
<b>Totals</b>			<b>\$1,769,458.96</b>	<b>\$793,951.64</b>	

**Expense Reimbursement Amortization Schedule**

[to be inserted]

Expense Reimbursement - Payment Schedule

Period	Beginning Balance	Principal Payment	Interest	Ending Balance
<b>4/6/2026</b>				
5/6/2026	\$1,800,000.00	\$21,428.57	\$0.00	\$1,778,571.43
6/6/2026	\$1,778,571.43	\$21,428.57	\$0.00	\$1,757,142.86
7/6/2026	\$1,757,142.86	\$21,428.57	\$0.00	\$1,735,714.29
8/6/2026	\$1,735,714.29	\$21,428.57	\$0.00	\$1,714,285.72
9/6/2026	\$1,714,285.72	\$21,428.57	\$0.00	\$1,692,857.15
10/6/2026	\$1,692,857.15	\$21,428.57	\$0.00	\$1,671,428.58
11/6/2026	\$1,671,428.58	\$21,428.57	\$0.00	\$1,650,000.01
12/6/2026	\$1,650,000.01	\$21,428.57	\$0.00	\$1,628,571.44
1/6/2027	\$1,628,571.44	\$21,428.57	\$0.00	\$1,607,142.87
2/6/2027	\$1,607,142.87	\$21,428.57	\$0.00	\$1,585,714.30
3/6/2027	\$1,585,714.30	\$21,428.57	\$0.00	\$1,564,285.73
4/6/2027	\$1,564,285.73	\$21,428.57	\$0.00	\$1,542,857.16
5/6/2027	\$1,542,857.16	\$21,428.57	\$0.00	\$1,521,428.59
6/6/2027	\$1,521,428.59	\$21,428.57	\$0.00	\$1,500,000.02
7/6/2027	\$1,500,000.02	\$21,428.57	\$0.00	\$1,478,571.45
8/6/2027	\$1,478,571.45	\$21,428.57	\$0.00	\$1,457,142.88
9/6/2027	\$1,457,142.88	\$21,428.57	\$0.00	\$1,435,714.31
10/6/2027	\$1,435,714.31	\$21,428.57	\$0.00	\$1,414,285.74
11/6/2027	\$1,414,285.74	\$21,428.57	\$0.00	\$1,392,857.17
12/6/2027	\$1,392,857.17	\$21,428.57	\$0.00	\$1,371,428.60
1/6/2028	\$1,371,428.60	\$21,428.57	\$0.00	\$1,350,000.03
2/6/2028	\$1,350,000.03	\$21,428.57	\$0.00	\$1,328,571.46
3/6/2028	\$1,328,571.46	\$21,428.57	\$0.00	\$1,307,142.89
4/6/2028	\$1,307,142.89	\$21,428.57	\$0.00	\$1,285,714.32
5/6/2028	\$1,285,714.32	\$21,428.57	\$0.00	\$1,264,285.75
6/6/2028	\$1,264,285.75	\$21,428.57	\$0.00	\$1,242,857.18
7/6/2028	\$1,242,857.18	\$21,428.57	\$0.00	\$1,221,428.61
8/6/2028	\$1,221,428.61	\$21,428.57	\$0.00	\$1,200,000.04
9/6/2028	\$1,200,000.04	\$21,428.57	\$0.00	\$1,178,571.47
10/6/2028	\$1,178,571.47	\$21,428.57	\$0.00	\$1,157,142.90
11/6/2028	\$1,157,142.90	\$21,428.57	\$0.00	\$1,135,714.33
12/6/2028	\$1,135,714.33	\$21,428.57	\$0.00	\$1,114,285.76
1/6/2029	\$1,114,285.76	\$21,428.57	\$0.00	\$1,092,857.19
2/6/2029	\$1,092,857.19	\$21,428.57	\$0.00	\$1,071,428.62
3/6/2029	\$1,071,428.62	\$21,428.57	\$0.00	\$1,050,000.05
4/6/2029	\$1,050,000.05	\$21,428.57	\$0.00	\$1,028,571.48
5/6/2029	\$1,028,571.48	\$21,428.57	\$0.00	\$1,007,142.91
6/6/2029	\$1,007,142.91	\$21,428.57	\$0.00	\$985,714.34
7/6/2029	\$985,714.34	\$21,428.57	\$0.00	\$964,285.77
8/6/2029	\$964,285.77	\$21,428.57	\$0.00	\$942,857.20
9/6/2029	\$942,857.20	\$21,428.57	\$0.00	\$921,428.63
10/6/2029	\$921,428.63	\$21,428.57	\$0.00	\$900,000.06
11/6/2029	\$900,000.06	\$21,428.57	\$0.00	\$878,571.49

Period	Beginning Balance	Principal Payment	Interest	Ending Balance
12/6/2029	\$878,571.49	\$21,428.57	\$0.00	\$857,142.92
1/6/2030	\$857,142.92	\$21,428.57	\$0.00	\$835,714.35
2/6/2030	\$835,714.35	\$21,428.57	\$0.00	\$814,285.78
3/6/2030	\$814,285.78	\$21,428.57	\$0.00	\$792,857.21
4/6/2030	\$792,857.21	\$21,428.57	\$0.00	\$771,428.64
5/6/2030	\$771,428.64	\$21,428.57	\$0.00	\$750,000.07
6/6/2030	\$750,000.07	\$21,428.57	\$0.00	\$728,571.50
7/6/2030	\$728,571.50	\$21,428.57	\$0.00	\$707,142.93
8/6/2030	\$707,142.93	\$21,428.57	\$0.00	\$685,714.36
9/6/2030	\$685,714.36	\$21,428.57	\$0.00	\$664,285.79
10/6/2030	\$664,285.79	\$21,428.57	\$0.00	\$642,857.22
11/6/2030	\$642,857.22	\$21,428.57	\$0.00	\$621,428.65
12/6/2030	\$621,428.65	\$21,428.57	\$0.00	\$600,000.08
1/6/2031	\$600,000.08	\$21,428.57	\$0.00	\$578,571.51
2/6/2031	\$578,571.51	\$21,428.57	\$0.00	\$557,142.94
3/6/2031	\$557,142.94	\$21,428.57	\$0.00	\$535,714.37
4/6/2031	\$535,714.37	\$21,428.57	\$0.00	\$514,285.80
5/6/2031	\$514,285.80	\$21,428.57	\$0.00	\$492,857.23
6/6/2031	\$492,857.23	\$21,428.57	\$0.00	\$471,428.66
7/6/2031	\$471,428.66	\$21,428.57	\$0.00	\$450,000.09
8/6/2031	\$450,000.09	\$21,428.57	\$0.00	\$428,571.52
9/6/2031	\$428,571.52	\$21,428.57	\$0.00	\$407,142.95
10/6/2031	\$407,142.95	\$21,428.57	\$0.00	\$385,714.38
11/6/2031	\$385,714.38	\$21,428.57	\$0.00	\$364,285.81
12/6/2031	\$364,285.81	\$21,428.57	\$0.00	\$342,857.24
1/6/2032	\$342,857.24	\$21,428.57	\$0.00	\$321,428.67
2/6/2032	\$321,428.67	\$21,428.57	\$0.00	\$300,000.10
3/6/2032	\$300,000.10	\$21,428.57	\$0.00	\$278,571.53
4/6/2032	\$278,571.53	\$21,428.57	\$0.00	\$257,142.96
5/6/2032	\$257,142.96	\$21,428.57	\$0.00	\$235,714.39
6/6/2032	\$235,714.39	\$21,428.57	\$0.00	\$214,285.82
7/6/2032	\$214,285.82	\$21,428.57	\$0.00	\$192,857.25
8/6/2032	\$192,857.25	\$21,428.57	\$0.00	\$171,428.68
9/6/2032	\$171,428.68	\$21,428.57	\$0.00	\$150,000.11
10/6/2032	\$150,000.11	\$21,428.57	\$0.00	\$128,571.54
11/6/2032	\$128,571.54	\$21,428.57	\$0.00	\$107,142.97
12/6/2032	\$107,142.97	\$21,428.57	\$0.00	\$85,714.40
1/6/2033	\$85,714.40	\$21,428.57	\$0.00	\$64,285.83
2/6/2033	\$64,285.83	\$21,428.57	\$0.00	\$42,857.26
3/6/2033	\$42,857.26	\$21,428.57	\$0.00	\$21,428.69
4/6/2033	\$21,428.69	\$21,428.69	\$0.00	\$0.00
<b>Totals</b>		<b>\$921,428.51</b>	<b>\$0.00</b>	

Combined - Payment Schedule

Period	Beginning Balance	Payment (P&I)	Interest	Principal	Ending Balance
<b>4/6/2026</b>					
5/6/2026	12,100,000.00	\$81,042.77	\$43,460.28	\$37,582.49	\$12,062,417.51
6/6/2026	12,062,417.51	\$81,042.77	\$41,992.37	\$39,050.40	\$12,023,367.11
7/6/2026	12,023,367.11	\$81,042.77	\$43,317.76	\$37,725.01	\$11,985,642.10
8/6/2026	11,985,642.10	\$81,042.77	\$41,853.87	\$39,188.90	\$11,946,453.20
9/6/2026	11,946,453.20	\$81,042.77	\$43,174.06	\$37,868.71	\$11,908,584.50
10/6/2026	11,908,584.50	\$81,042.77	\$43,104.69	\$37,938.08	\$11,870,646.42
11/6/2026	11,870,646.42	\$81,042.77	\$41,646.81	\$39,395.96	\$11,831,250.46
12/6/2026	11,831,250.46	\$81,042.77	\$42,959.22	\$38,083.55	\$11,793,166.91
1/6/2027	11,793,166.91	\$81,042.77	\$41,505.43	\$39,537.34	\$11,753,629.57
2/6/2027	11,753,629.57	\$81,042.77	\$42,812.54	\$38,230.23	\$11,715,399.34
3/6/2027	11,715,399.34	\$81,042.77	\$42,741.64	\$38,301.13	\$11,677,098.21
4/6/2027	11,677,098.21	\$81,042.77	\$38,541.05	\$42,501.72	\$11,634,596.49
5/6/2027	11,634,596.49	\$81,042.77	\$42,581.53	\$38,461.24	\$11,596,135.25
6/6/2027	11,596,135.25	\$81,042.77	\$41,138.39	\$39,904.38	\$11,556,230.87
7/6/2027	11,556,230.87	\$81,042.77	\$42,431.71	\$38,611.06	\$11,517,619.81
8/6/2027	11,517,619.81	\$81,042.77	\$40,992.78	\$40,049.99	\$11,477,569.82
9/6/2027	11,477,569.82	\$81,042.77	\$42,280.63	\$38,762.14	\$11,438,807.68
10/6/2027	11,438,807.68	\$81,042.77	\$42,207.50	\$38,835.27	\$11,399,972.41
11/6/2027	11,399,972.41	\$81,042.77	\$40,774.89	\$40,267.88	\$11,359,704.53
12/6/2027	11,359,704.53	\$81,042.77	\$42,054.56	\$38,988.21	\$11,320,716.32
1/6/2028	11,320,716.32	\$81,042.77	\$40,626.26	\$40,416.51	\$11,280,299.80
2/6/2028	11,280,299.80	\$81,042.77	\$41,900.35	\$39,142.42	\$11,241,157.38
3/6/2028	11,241,157.38	\$81,042.77	\$41,825.61	\$39,217.16	\$11,201,940.22
4/6/2028	11,201,940.22	\$81,042.77	\$39,056.96	\$41,985.81	\$11,159,954.41
5/6/2028	11,159,954.41	\$81,042.77	\$41,663.81	\$39,378.96	\$11,120,575.45
6/6/2028	11,120,575.45	\$81,042.77	\$40,246.52	\$40,796.25	\$11,079,779.20
7/6/2028	11,079,779.20	\$81,042.77	\$41,506.35	\$39,536.42	\$11,040,242.77
8/6/2028	11,040,242.77	\$81,042.77	\$40,093.49	\$40,949.28	\$10,999,293.49
9/6/2028	10,999,293.49	\$81,042.77	\$41,347.57	\$39,695.20	\$10,959,598.30
10/6/2028	10,959,598.30	\$81,042.77	\$41,270.50	\$39,772.27	\$10,919,826.03
11/6/2028	10,919,826.03	\$81,042.77	\$39,864.29	\$41,178.48	\$10,878,647.55
12/6/2028	10,878,647.55	\$81,042.77	\$41,109.77	\$39,933.00	\$10,838,714.54
1/6/2029	10,838,714.54	\$81,042.77	\$39,708.08	\$41,334.69	\$10,797,379.85
2/6/2029	10,797,379.85	\$81,042.77	\$40,947.69	\$40,095.08	\$10,757,284.78
3/6/2029	10,757,284.78	\$81,042.77	\$40,868.93	\$40,173.84	\$10,717,110.94
4/6/2029	10,717,110.94	\$81,042.77	\$36,842.43	\$44,200.34	\$10,672,910.60
5/6/2029	10,672,910.60	\$81,042.77	\$40,693.75	\$40,349.02	\$10,632,561.59
6/6/2029	10,632,561.59	\$81,042.77	\$39,303.79	\$41,738.98	\$10,590,822.61
7/6/2029	10,590,822.61	\$81,042.77	\$40,528.22	\$40,514.55	\$10,550,308.06
8/6/2029	10,550,308.06	\$81,042.77	\$39,142.92	\$41,899.85	\$10,508,408.22
9/6/2029	10,508,408.22	\$81,042.77	\$40,361.31	\$40,681.46	\$10,467,726.76
10/6/2029	10,467,726.76	\$81,042.77	\$40,280.07	\$40,762.70	\$10,426,964.06
11/6/2029	10,426,964.06	\$81,042.77	\$38,901.77	\$42,141.00	\$10,384,823.06

Period	Beginning Balance	Payment (P&I)	Interest	Principal	Ending Balance
12/6/2029	10,384,823.06	\$81,042.77	\$40,111.10	\$40,931.67	\$10,343,891.39
1/6/2030	10,343,891.39	\$81,042.77	\$38,737.56	\$42,305.21	\$10,301,586.18
2/6/2030	10,301,586.18	\$81,042.77	\$39,940.72	\$41,102.05	\$10,260,484.13
3/6/2030	10,260,484.13	\$81,042.77	\$39,857.71	\$41,185.06	\$10,219,299.07
4/6/2030	10,219,299.07	\$81,042.77	\$35,925.22	\$45,117.55	\$10,174,181.51
5/6/2030	10,174,181.51	\$81,042.77	\$39,674.39	\$41,368.38	\$10,132,813.14
6/6/2030	10,132,813.14	\$81,042.77	\$38,313.15	\$42,729.62	\$10,090,083.52
7/6/2030	10,090,083.52	\$81,042.77	\$39,500.38	\$41,542.39	\$10,048,541.13
8/6/2030	10,048,541.13	\$81,042.77	\$38,144.04	\$42,898.73	\$10,005,642.40
9/6/2030	10,005,642.40	\$81,042.77	\$39,324.92	\$41,717.85	\$9,963,924.55
10/6/2030	9,963,924.55	\$81,042.77	\$39,239.31	\$41,803.46	\$9,922,121.09
11/6/2030	9,922,121.09	\$81,042.77	\$37,890.33	\$43,152.44	\$9,878,968.65
12/6/2030	9,878,968.65	\$81,042.77	\$39,061.68	\$41,981.09	\$9,836,987.55
1/6/2031	9,836,987.55	\$81,042.77	\$37,717.70	\$43,325.07	\$9,793,662.48
2/6/2031	9,793,662.48	\$81,042.77	\$38,882.56	\$42,160.21	\$9,751,502.28
3/6/2031	9,751,502.28	\$81,042.77	\$38,795.09	\$42,247.68	\$9,709,254.60
4/6/2031	9,709,254.60	\$81,042.77	\$34,961.38	\$46,081.39	\$9,663,173.21
5/6/2031	9,663,173.21	\$81,042.77	\$38,603.22	\$42,439.55	\$9,620,733.66
6/6/2031	9,620,733.66	\$81,042.77	\$37,272.16	\$43,770.61	\$9,576,963.05
7/6/2031	9,576,963.05	\$81,042.77	\$38,420.30	\$42,622.47	\$9,534,340.58
8/6/2031	9,534,340.58	\$81,042.77	\$37,094.39	\$43,948.38	\$9,490,392.20
9/6/2031	9,490,392.20	\$81,042.77	\$38,235.85	\$42,806.92	\$9,447,585.28
10/6/2031	9,447,585.28	\$81,042.77	\$38,145.64	\$42,897.13	\$9,404,688.15
11/6/2031	9,404,688.15	\$81,042.77	\$36,827.48	\$44,215.29	\$9,360,472.86
12/6/2031	9,360,472.86	\$81,042.77	\$37,958.91	\$43,083.86	\$9,317,389.00
1/6/2032	9,317,389.00	\$81,042.77	\$36,646.00	\$44,396.77	\$9,272,992.23
2/6/2032	9,272,992.23	\$81,042.77	\$37,770.63	\$43,272.14	\$9,229,720.09
3/6/2032	9,229,720.09	\$81,042.77	\$37,678.46	\$43,364.31	\$9,186,355.78
4/6/2032	9,186,355.78	\$81,042.77	\$35,161.00	\$45,881.77	\$9,140,474.01
5/6/2032	9,140,474.01	\$81,042.77	\$37,482.72	\$43,560.05	\$9,096,913.96
6/6/2032	9,096,913.96	\$81,042.77	\$36,183.23	\$44,859.54	\$9,052,054.42
7/6/2032	9,052,054.42	\$81,042.77	\$37,290.47	\$43,752.30	\$9,008,302.13
8/6/2032	9,008,302.13	\$81,042.77	\$35,996.40	\$45,046.37	\$8,963,255.76
9/6/2032	8,963,255.76	\$81,042.77	\$37,096.63	\$43,946.14	\$8,919,309.61
10/6/2032	8,919,309.61	\$81,042.77	\$37,001.61	\$44,041.16	\$8,875,268.46
11/6/2032	8,875,268.46	\$81,042.77	\$35,715.68	\$45,327.09	\$8,829,941.37
12/6/2032	8,829,941.37	\$81,042.77	\$36,805.36	\$44,237.41	\$8,785,703.96
1/6/2033	8,785,703.96	\$81,042.77	\$35,524.96	\$45,517.81	\$8,740,186.15
2/6/2033	8,740,186.15	\$81,042.77	\$36,607.48	\$44,435.29	\$8,695,750.86
3/6/2033	8,695,750.86	\$81,042.77	\$36,510.40	\$44,532.37	\$8,651,218.49
4/6/2033	8,651,218.49	\$8,684,107.58	\$32,889.09	\$8,651,218.49	\$0.00
<b>Totals</b>			\$3,310,657.49	\$12,100,000.00	

# **Exhibit B**

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

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

David A. Beck (OH 0072868)  
CARPENTER LIPPS LLP  
280 N. High St., Suite 1300  
Columbus Ohio 43215  
Telephone: -(614) 365-4142  
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ATTORNEYS FOR DEBTORS AND  
DEBTORS IN POSSESSION

~~September 8, 2025~~  
April 1, 2026

<sup>1</sup> 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).

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**TABLE OF E HIBITS<sup>2</sup>**

Exhibit I.A. ~~3938~~ – Copy of Fixed Renovation Cycle Management Plan

Exhibit I.A. ~~59~~ – ~~Form 53~~ – Copy of ~~New Secured Promissory Note~~ Loan Modification Agreement

~~Exhibit I.A. 74 – Forms of Restated Senior Secured Mortgages~~

~~Exhibit I.A. 76 – Forms of Rights of First Offer~~

~~Exhibit I.A. 96 – Form of 1111(b) Note~~

Exhibit II – Identification of Claims in Each Class

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

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

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

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

Exhibit IV.D.1 – Retained Actions

Exhibit V.A – List of Assumed Executory Contracts

Exhibit V.C – List of Rejected Executory Contracts

<sup>2</sup> The Debtors previously filed each of these exhibits other than Exhibit I.A.53 with the Bankruptcy Court. ~~To save on duplication and postage costs, certain of these exhibits are reproduced as half size pages in the attached, which will be filed separately.~~ The Debtors reserve the right to modify, amend, supplement, restate or withdraw any of these Exhibits.

## INTRODUCTION

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

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

### A. Defined Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*OH BL, LLC Extending the Usage of Cash Collateral Through and Including August 31, 2024 (Docket No. 271), the Stipulation and Agreed Order Between Debtors and RSS COMM2015-PC1-OH BL, LLC Extending the Stipulation and Agreed Order Between Debtors and RSS COMM2015-PC1-OH BL, LLC Extending the Usage of Cash Collateral Through and Including September 30, 2024 (Docket No. 286), the Stipulation and Agreed Order Between Debtors and RSS COMM2015-PC1-OH BL, LLC Extending the Stipulation and Agreed Order Between Debtors and RSS COMM2015-PC1-OH BL, LLC Extending the Usage of Cash Collateral Through and Including November 30, 2024 (Docket No. 309), the Stipulation and Agreed Order Between Debtors and RSS COMM2015-PC1-OH BL, LLC Extending the Usage of Cash Collateral Through and Including January 31, 2025 (Docket No. 335), the Stipulation and Agreed Order Between Debtors and RSS COMM2015-PC1-OH BL, LLC Extending the Usage of Cash Collateral Through and Including May 31, 2025 (Docket No. 371), the Stipulation and Agreed Order Between Debtors and RSS COMM2015-PC1-OH BL, LLC Extending the Usage of Cash Collateral Through and Including June 30, 2025 (Docket No. 473), the Stipulation and Agreed Order Between Debtors and RSS COMM2015-PC1-OH, BL, LLC Extending the Usage of Cash Collateral Through and Including July 31, 2025 (Docket No. 495), the Agreed Order Extending Usage of Cash Collateral and Providing Adequate Protection to Purported Secured Parties for Usage of Cash Collateral Through and Including September 30, 2025 (Docket No. ~~523~~523), the Stipulation and Agreed Order Between Debtor sand RSS COMM2015-PC1-OH BL, LLC Extending the Usage of Cash Collateral Through and Including November 30, 2025 (Docket No. 584), the Bridge Order Extending the Usage of Cash Collateral Through the Conclusion of a Hearing on Requested Extension of Usage of Cash Collateral Through April 30, 2026 (Docket No. 682), the Order Extending Usage of Cash Collateral and Providing Adequate Protection to Purported Secured Creditors for Usage of Cash Collateral Through and Including April 30, 2026 (Docket No. 697) and any subsequent orders extending cash collateral usage in the Chapter 11 Cases.*

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

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

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

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

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

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

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

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

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

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

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

24. **Deferred General Unsecured Payments** shall mean the payments of: (a) \$20,000 to be made on the 3rd anniversary of the Effective Date, (b) \$25,000 on ~~the 4th~~the 4th anniversary of the Effective Date, and (c) \$30,000 on the 5th anniversary of the Effective Date for the benefit of the holders of Allowed Claims in Class 3B, Class 4B, Class 5B and Class 6. The Deferred General Unsecured Payments may only be made so long as there is no default then in existence on the ~~1111(b) Note or, if the 1111(b) Election is properly withdrawn, on the New Secured Promissory Note or to pay any portion of the Exit Fee that is due and payable on or before that anniversary~~Class 3 Claim and there is no Event of Default (as defined in and pursuant to the Loan Modification Agreement) then in existence.

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

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

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

28. **"Disputed Claim"** means:

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

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

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

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

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

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

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

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

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

~~35. Exit Fee means the right of RSS (if the 1111(b) Election is withdrawn) to receive a payment on account of a payoff of the New Secured Promissory Note in accordance with a sale of the New Secured Promissory Note based on the totals of the individual hotel values identified in the following schedule:~~

<del>Months After the Effective Date</del>	<del>Hampton Inn Lancaster</del>	<del>Red Roof Dublin</del>	<del>Quality Inn North</del>	<del>Total (if all hotels paid off at the same time)</del>
<del>0 to 12 months</del>	<del>\$50,000</del>	<del>\$30,000</del>	<del>\$20,000</del>	<del>\$100,000</del>

<del>12 to 24 months</del>	<del>\$100,000</del>	<del>\$60,000</del>	<del>\$40,000</del>	<del>\$200,000</del>
<del>25 to 36 months</del>	<del>\$150,000</del>	<del>\$90,000</del>	<del>\$60,000</del>	<del>\$300,000</del>
<del>37 to 48 months</del>	<del>\$200,000</del>	<del>\$120,000</del>	<del>\$80,000</del>	<del>\$400,000</del>
<del>49 to 60 months</del>	<del>\$250,000</del>	<del>\$150,000</del>	<del>\$100,000</del>	<del>\$500,000</del>

~~For example, if the Quality Inn North was sold in month 16, the Reorganized Debtors would make a payment to RSS of \$40,000 in addition to payment of net sale proceeds (i.e., proceeds after deducting all sale expenses, including, but not limited to, any expenses reported on the closing statement for the sale) to pay down the balance on the New Secured Promissory Note. If the Debtors then proceeded to sell the other two hotels in month 40, they would owe a payment to RSS of \$200,000 on account of the Hampton Inn Lancaster and \$120,000 on account of the Red Roof Dublin. No additional payment on the Quality Inn North would be owed because it has already had the fee paid for it.~~

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

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

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

**39.38. "Fixed Renovation Cycle Management or FRCM"** means the Fixed Renovation Cycle Management renovation plan dated August 5, 2024, a copy of which is attached at Exhibit I.A.3938 hereto.

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

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

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

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

**44.43. Hilton** means Hilton Franchise Holding LLC, as successor in interest to Hampton Inns Franchise LLC.

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

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

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

**48.47. InnVite Hospitality** means InnVite Hospitality Group, LLC.

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

**50.49. "Interest"** means the rights of the holders of Old S&G Common Stock and equity interests in any Subsidiary Debtor, any other instruments evidencing an ownership interest in a Debtor, and the rights of any entity to purchase or demand the issuance of any of the foregoing, including: (a) redemption, conversion, exchange, voting, participation and dividend rights (including any rights in respect of accrued and unpaid dividends); (b) liquidation preferences; and (c) stock options and warrants.

**51.50. Itria** means Itria Ventures LLC and any of its affiliates.

**52.51. Lancaster** means Lancaster Hospitality, LLC.

**53.52. Lancaster Adversary Proceeding** has the meaning ascribed to it in Section V.B.2.a of this Plan.

~~**54. Litigation Trust** means the Trust created, if necessary, to pursue the Retained Actions.~~

**53. "Loan Modification Agreement"** means that executed agreement annexed hereto as Exhibit I.A.53, entitled LOAN MODIFICATION AGREEMENT (Rialto / InnVite Hotel Portfolio) entered into by and among RSS COMM2015-PCI - OH BL, LLC, an Ohio limited liability company, as Noteholder and SUNBURST HOTELS LLC, BUCKEYE LODGING, LLC and LANCASTER HOSPITALITY, LLC, each an Ohio limited liability company, Individually and collectively, as Borrower and ABHIJIT S. VASANI, as Guarantor, regarding that certain real property (including improvements thereon) commonly known as (i) Hampton Inn Lancaster, located at 2041 Schorrrway Drive Northwest, Lancaster, OH 43130, (ii) Quality Inn & Suites North/Polaris, located at 7500 Vantage Road, Columbus, OH 43235 and (iii) Red Roof PLUS+ Columbus Dublin, located at 5125 Post Road, Columbus, Ohio 43017.

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

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

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

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

~~**59. New Secured Promissory Note** means a promissory note in the principal amount of \$11 million with a five year term, but amortizing as if it was a 30 year loan and bearing an interest rate of 5.5% in substantially the form attached hereto as Exhibit I.A.59 to be issued if RSS withdraws its 1111(b) Election. The New Secured Promissory Note will be treated as an amended and restated Note for purposes of the Prepetition Security Agreements and will be secured by them as they will be restated by the Restated Senior Secured Mortgages. The Debtors may sell the Hampton Inn Lancaster, the Red Roof Dublin, or the Quality Inn North singly or in any combination so long as the net proceeds from the sale are used to paydown the New Secured Promissory Note and the holder of the New Secured Promissory Note receives the opportunity to purchase the properties provided for in the Rights of First Offer. Notwithstanding the foregoing, in the event that the Bankruptcy Court determines that the value of RSS's Allowed Secured Claims against Debtors Buckeye Lodging LLC, Lancaster Hospitality LLC, and Sunburst Hotels LLC aggregate to less than \$11 million, the principal amount of the promissory note shall be adjusted to match what the Bankruptcy Court determines the value of the Allowed Secured Claims to be.~~

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

~~**61. Overbidding Equity Investor** means a person or entity that submits a higher and better proposal to make the New Equity Infusion under the bidding procedures to be approved in connection with the Disclosure Statement Order, including ensuring that all administrative expense claims are satisfied, that the Fixed Renovation Cycle Management planned renovation for the Hampton Inn Lancaster are completed and that adequate assurance of future performance requirements in connection with the adequate assurance of future performance requirements for the assumption of the Executory Contracts identified on Exhibit V.A to this Plan are satisfied~~

**62.59. "Petition Date"** means August 18, 2023.

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

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

**65.62. "Prepetition Loan Agreement"** means the Loan Agreement dated as of February 26, 2015 by and among Sunburst Hotels LLC, Buckeye Lodging LLC, and Lancaster Hospitality, LLC as Borrowers, and JeffriesRSS (as successor by assignment to Jefferies Loancore LLC), as Lender, together with all exhibits, schedules, amendments, and assignments thereto.

**66.63. Prepetition Security Agreements** means, collectively, (i) the Open-End Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made as of February 27, 2015 by Buckeye Lodging LLC to Jefferies Loancore LLC, (ii) the Open-End Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made as of February 27, 2015 by Lancaster Hospitality LLC to Jefferies Loancore LLC, (iii) the Open-End Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made as of February 27, 2015 by Sunburst Hotels LLC to Jefferies Loancore LLC, (iv) the Assignment of Leases and Rents dated and effective as of February 27, 2015 by Buckeye Lodging LLC to Jefferies Loancore LLC, (v) the Assignment of Leases and Rents dated and effective as of February 27, 2015 by Lancaster Hospitality LLC to Jefferies Loancore LLC, and (vi) the Assignment of Leases and Rents dated and effective as of February 27, 2015 by Sunburst Hotels, LLC to Jefferies Loancore LLC, each as assigned by Jefferies Loancore LLC to RSS prior to the date hereof, together with all exhibits, amendments, and assignments thereto.

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

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

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

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

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

- a. The legal, equitable and contractual rights to which such Claim or Interest entitles the holder will be unaltered; or

b. Notwithstanding any contractual provisions or applicable law that entitles the holder of such Claim or Interest to demand or receive accelerated payment of such Claim or Interest after the occurrence of a default:

i. any such default that occurred before or after the commencement of the applicable Chapter 11 Case, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code, will be cured;

ii. the maturity of such Claim or Interest as such maturity existed before such default will be reinstated;

iii. the holder of such Claim or Interest will be compensated for any damages incurred as a result of any reasonable reliance by such holder on such contractual provision or such applicable law; and

iv. the legal, equitable or contractual rights to which such Claim or Interest entitles the holder of such Claim or Interest will not otherwise be altered.

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

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

~~74. Restated Senior Secured Mortgages means the restated mortgages securing the New Secured Note or the 1111(b) Note (as applicable) in the forms attached hereto as Exhibit I.A.74.~~

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

~~76.71. Rights of First Offer means the agreements in the forms attached hereto as Exhibit I.A.76 governing the rights of the holder of the New Secured Promissory Note. The term Retained Actions shall not include any claims against RSS or Rialto or the 1111(b) Note (depending on which is issued) to purchase for cash any predecessor or credit bid its liens in the Reorganized Debtors' assets in the event that the Debtors seek to sell one successor of RSS or more of the Debtors' hotels after the Effective Date, but prior to the payoff of the New Secured Promissory Note or the 1111(b) Note, as applicable Rialto.~~

72. Rialto means Rialto Capital Advisors, LLC and all affiliates thereof.

~~77.73.~~ RSS means RSS COMM2015-PC1-OH BL, LLC.

~~78.74.~~ "RSS Related Parties" means RSS, Rialto Capital Advisors, LLC, ~~Jeffries~~ Jefferies Loancore LLC, Wilmington Trust, National Association, as Trustee for the Benefit of the Holders of COMM 2015-PC1 Mortgage Trust Commercial Mortgage Pass-Through Certificates and their respective present or former directors, officers, employees, attorneys, accountants, members, managers and agents, but solely when acting in such capacity.

~~79.75.~~ S&G means S&G Hospitality, Inc.

**80.76.** **SBA** means the Small Business Administration.

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

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

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

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

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

~~**86.** **Settlement Release of RSS** has the meaning ascribed to it in Section IV.D.3.b of this Plan.~~

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

**88.83.** **"Subsidiary Debtor"** means any Debtor other than S&G.

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

**90.85.** **Sunburst** means Sunburst Hotels, LLC.

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

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

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

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

~~95. **1111(b) Election** means RSS COMM2015 PCI OH BL, LLC's Election to Apply 11 U.S.C. § 1111(b)(2) to Its Claims filed with the Bankruptcy Court on June 20, 2025 and August 21, 2025.~~

~~96. **"1111(b) Note** means the promissory note to be issued to RSS if it does not timely withdraw the 1111(b) Election based on the deadline provided under the Bankruptcy Code and Bankruptcy Rules providing for total payments of at least the amount of the Allowed Claim of RSS (after taking into account the resolution by the Bankruptcy Court of any objections to RSS's claims) which the Debtors estimate will be \$13.2 million or less in substantially the form attached hereto as Exhibit I.A.96. This will be done by having the face amount of the note plus a prepayment penalty equal the amount of the Allowed Claim. For instance, if the amount of RSS's Allowed Claim equaled \$13,212,176.89, the 1111(b) Note would have a face amount of \$9,984,146.10 at origination, but would also have a prepayment penalty at origination of \$3,228,030.79. The 1111(b) Note shall have a term of 18 years. For the first three years the 1111(b) note shall be interest only at an annual interest rate of 5.5%. For the remaining 15 years, the 1111(b) Note shall have an interest rate of 2.00% and will be amortizing as if it was a 15 year loan. If the Bankruptcy Court determines that amortization period and interest rate does not provide sufficient present value to confirm the plan, the Debtors reserve the right to amend the amortization period and interest rate to numbers that provide sufficient value. The 1111(b) Note will be treated as an amended and restated Note for purposes of the Prepetition Security Agreements and will be secured by them as they will be restated by the Restated Senior Secured Mortgages. The Debtors may sell the Hampton Inn Lancaster, the Red Roof Dublin, or the Quality Inn North singly or in any combination so long as the net proceeds from the sale are used to paydown the 1111(b) Note and the holder of the 1111(b) Note receives the opportunity to purchase the properties provided for in the Rights of First Offer. In the event of a sale of only one or two of the hotels before the maturity of the 1111(b) Note, the Debtors shall have to pay a partial prepayment penalty equal to the then applicable prepayment penalty times the percentage equal to the net sale proceeds from that property divided by the remaining outstanding principal balance on the 1111(b) Note.~~

## **B. Rules of Interpretation and Computation of Time**

### **1. Rules of Interpretation**

For purposes of the Plan, unless otherwise provided herein: (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, will include both the singular and the plural; (b) unless otherwise provided in the Plan, any reference in the Plan to a contract, instrument, release or other agreement or document being in a particular form or on particular terms and conditions means that such document will be substantially in such form or substantially on such terms and conditions; (c) any reference in the Plan to an existing document

or Exhibit Filed or to be Filed means such document or Exhibit, as it may have been or may be amended, modified or supplemented pursuant to the Plan, Confirmation Order or otherwise; (d) any reference to an entity as a holder of a Claim or Interest includes that entity's successors, assigns and affiliates; (e) all references in the Plan to Sections, Articles and Exhibits are references to Sections, Articles and Exhibits of or to the Plan; (f) the words "herein," "hereunder" and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan; (g) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (h) subject to the provisions of any contract, articles of incorporation, bylaws, similar constituent documents, instrument, release or other agreement or document entered into or delivered in connection with the Plan, the rights and obligations arising under the Plan will be governed by, and construed and enforced in accordance with, federal law, including the Bankruptcy Code and the Bankruptcy Rules; (i) the word "entity" means a person (as defined in section 101(41) of the Bankruptcy Code), an estate, a trust or a governmental unit or the United States Trustee; and (j) the rules of construction set forth in section 102 of the Bankruptcy Code will apply to the extent not inconsistent with any other provision of this Section I.B.1.

## 2. Computation of Time

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

## ARTICLE II. CLASSES OF CLAIMS AND INTERESTS

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

### A. Unimpaired Classes of Claims and Interests

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

### B. Impaired Classes of Claims and Interests

~~1. Class 3A3 (RSS Secured Claims):~~ The Secured ~~portion of any Allowed~~ Claims held by RSS, ~~including any portion of the Allowed~~ For purposes of this Plan, all Claims ~~that is being~~

~~claimed as of RSS are deemed to be Secured by RSS pursuant to RSS's 1111(b) Election in excess of the value of the collateral in which RSS holds a security interest~~

~~2.1. Class 3B (RSS Unsecured Claims): The Unsecured portion of any Claims held by RSS if the 1111(b) Election is withdrawn.~~

~~3.2. Class 4A (Itria Secured Claim): The portion of any Allowed Claim held by Itria that the Court determines to be a Secured Claim.~~

~~4.3. Class 4B (Itria Unsecured claim): The portion of any Allowed Claim held by Itria that the Court determines to be an Unsecured Claim.~~

~~5.4. Class 5A (SBA Secured Claim): The portion of any Allowed Claim held by the SBA that the Court determines to be a Secured Claim.~~

~~6.5. Class 5B (SBA Unsecured Claim): The portion of any Allowed Claim held by the SBA that the Court determines to be an Unsecured Claim.~~

~~7.6. Class 6 (General Unsecured Claims): Unsecured Claims not otherwise classified under this Article II.~~

~~8.7. Class 7 (Convenience Claims): Any Unsecured Claim in an allowed amount of less than \$20,000.~~

~~9.8. Class 8 (InnVite Hospitality Claims): Any Unsecured Claim held by InnVite Hospitality, LLC.~~

~~10.9. Class 9 (Intercompany Claims): Intercompany Claims.~~

~~11.10. Class 10 (Hilton Claims): All claims Held by Hilton against Lancaster.~~

~~12.11. Class 12 (Old S&G Common Stock): Interests in respect of the Old S&G Common Stock.~~

### ARTICLE III. TREATMENT OF CLAIMS AND INTERESTS

#### A. Unclassified Claims

##### 1. Payment of Administrative Claims

###### a. Administrative Claims in General

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

date on which an order allowing such Administrative Claim becomes a Final Order or a Stipulation of Amount and Nature of Claim is executed by the applicable Reorganized Debtor and the holder of the Administrative Claim.

**b. Statutory Fees**

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

**c. Ordinary Course Liabilities**

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

**d. Bar Dates for Administrative Claims**

**i. General Bar Date Provisions**

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

**ii. Bar Dates for Certain Administrative Claims**

**A. Professional Compensation**

Professionals or other entities asserting a Fee Claim for services rendered before the Effective Date must File and serve on the Reorganized Debtors and such other entities who are designated by the Bankruptcy Rules, the Confirmation Order or other order of the Bankruptcy Court an application for final allowance of such Fee Claim no later than 60 days after service of a notice of such deadline. A notice of the deadline for filing an application for allowance and payment of a Fee Claim will be served on all known potential holders of such Claims on or after

the Effective Date, which may be part of the Confirmation Notice. Objections to any Fee Claim must be Filed and served on the Reorganized Debtor and the requesting party by the later of (1) 90 days after the Effective Date or (2) 30 days after the Filing of the applicable request for payment of the Fee Claim. To the extent necessary, the Confirmation Order will amend and supersede any previously entered order of the Bankruptcy Court regarding the payment of Fee Claims.

## **B. Ordinary Course Liabilities**

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

### **2. Payment of Priority Tax Claims**

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

## **B. Unimpaired Classes of Claims**

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

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

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

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

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

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

**C. Impaired Classes of Claims and Interests**

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

~~1. Class 3A Claims (RSS Secured Claims) are impaired. The treatment of RSS's Secured Claims depends on whether it keeps or timely retracts the 1111(b) Election:~~

~~a. — If RSS does not withdraw the 1111(b) Election, it shall receive on account of its Allowed Claim (after taking into account the resolution by the Bankruptcy Court of any objections to RSS's claims) the 1111(b) Note; or~~

~~b. — If RSS timely withdraws the 1111(b) Election, on the Effective Date, RSS shall receive on account of its Allowed Secured Claim (after taking into account the resolution by the Bankruptcy Court of any objections to RSS's claims) the New Secured Promissory Note plus the Exit Fee.~~

~~The rights to receive the 1111(b) Note, on the one hand, and the New Secured Promissory Note, on the other hand, are mutually exclusive. The 1111(b) Note or the New Secured Note (depending on which is issued) will be secured by the New Senior Secured Mortgages. The Debtors shall have the right to sell their hotels singly or in combination free and clear of the lien provided by the New Senior Secured Mortgages prior to the payoff of the 1111(b) Note or the New Senior Secured Note (as applicable) if they comply with the provisions of the Rights of First Offer (including the right of RSS to credit bid its liens reflected in those rights), so long as the net proceeds of the sale are applied to pay down the outstanding amount of the 1111(b) Note or the New Senior Secured Note. If the amount of the net sale proceeds from a sale exceed the outstanding balance on such note plus the applicable prepayment penalty (in the case of the 1111(b) Note), the Debtors shall be entitled to keep such excess.~~

~~In addition, if RSS votes its Claims in Class 3A and, it if withdraws the 1111(b) Election and has an Allowed Claim in Class 3B) its Claim in Class 3B in favor of the Plan, and releases Abhijit Vasani and his other non-debtor entities of claims related to the Debtors, upon the Effective Date it shall receive the release provided for in Section IV.D.3.b of this Plan and a parallel release from Mr. Vasani and his non-debtor entities in the form attached hereto as Exhibit III.C.1.~~

~~2. Class 3B Claims (RSS Unsecured Claims) are impaired. If RSS withdraws the 1111(b) Election, on the Effective Date, it shall receive on account of its unsecured claim the right to receive a Pro Rata share of the Deferred General Unsecured Payments with the Class 4 claims and the Class 6 claims. In addition, if RSS votes its Claims in both Class 3A and 3B in favor of the Plan, does not object to confirmation of the Plan, and releases Abhijit Vasani and his other non-debtor entities of claims related to the Debtors, it shall receive the release provided for in Section IV.D.3.b of this Plan from the Debtors and a parallel release from Mr. Vasani and his non-debtor entities in the form attached hereto as Exhibit III.C.1.~~

1. Class 3 Claims (RSS Secured Claims) are impaired. The amount of the RSS Secured Claim shall be fixed in the sum of the Principal Amount and the Expense Reimbursement, each as set forth and defined in the Loan Modification Agreement. The claims of RSS against the Debtors shall be treated and paid by Debtors pursuant to the terms, conditions and provisions set forth in the Loan Modification Agreement. Any adequate protection payments made after April 1, 2026, shall be applied pursuant to the terms of the Loan Modification Agreement. RSS shall retain all liens and security interests securing its claims, including without limitation the Prepetition Security Instruments. The Confirmation Order shall constitute Court approval of the Loan Modification Agreement, and the Debtors shall comply with the terms, conditions and provisions of the Loan Modification Agreement.

3.2. Class 4A Claims (Itria Secured Claims) are impaired. On the Effective Date, Itria shall be paid in cash an amount equal to the amount of Allowed Claim in Class 4A minus the amount of any previous payments it has received under the Cash Collateral Orders and not had to disgorge pursuant to an order of the Court.

4.3. Class 4B Claims (Itria Unsecured Claim) are impaired. On account of any Allowed Class 4B Claim, Itria has the right to share Pro Rata in the Deferred General Unsecured Payments with the holders of the Class ~~3B3~~ Claims, the Class 5B Claims, and the Class 6 General Unsecured Claims.

5.4. Class 5A Claims (SBA Secured Claim) are impaired. On the Effective Date, the SBA shall be paid in cash an amount equal to the amount of Allowed Claim in Class 5A minus the amount of any previous payments it has received under the Cash Collateral Orders and not had to disgorge pursuant to an order of the Court.

6.5. Class 5B Claims (SBA Unsecured Claim) are impaired. On account of any Allowed Class 5B Claim, the SBA has the right to share Pro Rata in the Deferred General Unsecured Payments with the holders of the Class ~~3B3~~ Claims, the Class 4B Claims, and the Class 6 General Unsecured Claims.

7.6. Class 6 Claims (General Unsecured Claims) are impaired. Each holder of an Allowed Claim in Class 6 shall receive a Pro Rata share of the Deferred General Unsecured Payments when taking into account the Class ~~3B3~~ claim held by RSS (if any), the Class 4B Claim held by Itria, and the Class 5B claim held by the SBA.

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

9.8. Class 8 Claims (InnVite Hospitality Claims) are impaired. If the New Equity Investor becomes the new owner of S&G and the Management Agreement is assumed, the InnVite Settlement will be consummated and InnVite will receive the release provided for in Section IV.D.3.d of the Plan. ~~Otherwise, InnVite shall receive a 100% interest in the Litigation Trust in satisfaction of its claims for rejection of the Management Agreement, and will receive no cash distribution on its Claims.~~

~~10.9.~~ **Class 9 Claims (Intercompany Claims)** are impaired. No property shall be distributed to or retained by the holders of Allowed Claims in Class 9 on account of such Claims.

~~11.10.~~ **Class 10 Claims (Hilton Claims)** are impaired. The Hilton Claims shall receive the treatment provided for by Section V.B.2 of the Plan.

~~12.11.~~ **Class 12 Interests (Old S&G Common Stock)** are impaired. No property will be distributed to or retained by the holders of Allowed Interests and Claims in Class 12 on account of such Interests or Claims, such Interests will be canceled on the Effective Date.

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

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

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

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

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

**B. Recapitalization of S&G**

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

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

**1. Certificates of Incorporation and Bylaws**

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

**2. Directors and Officers of the Reorgan ized Debtor**

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

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

**1. Preservation of Rights of Action by the Debtors and the Reorgan ized Debtors**

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

**~~2. Creation of Litigation Trust~~**

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

**3.2. Releases**

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

As of the Effective Date, in consideration for the obligations of the Debtors and the Reorganized Debtors under the Plan and the cash, ~~New Secured Promissory Note~~ and other contracts, instruments, releases, agreements or documents to be entered into or delivered in connection with the Plan, each holder of a Claim or Interest that votes in favor of the Plan, except for RSS with respect to the rights and obligations under the Loan Modification Agreement, will be deemed to forever release, waive and discharge all claims (including Derivative Claims), obligations, suits, judgments, damages, demands, debts, rights, causes of action and liabilities (other than the right to enforce the Debtors' and the Reorganized Debtors' rights and obligations under the Plan and the contracts, instruments, releases, agreements and documents delivered thereunder), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising in law, equity or otherwise, that are based in whole or in part on any act, omission, transaction or other occurrence taking place on or prior to the Effective Date in any way relating to a Debtor, the Chapter 11 Cases or the Plan or the Disclosure Statement (collectively, the "**Released Claims**") that such entity has, had or may have against any of the Debtors (which release will be in addition to the discharge of Claims and termination of Interests provided herein and under the Confirmation Order and the Bankruptcy Code).

**b. Settlement Release of RSS by Debtors**

~~If RSS votes in favor of the Plan, and does not object to confirmation of the Plan, on the Effective Date the Debtors shall release the RSS Related Parties of all claims (including Derivative Claims), obligations, suits, judgments, damages, demands, debts, rights, causes of action and liabilities (other than the right to enforce RSS's obligations under the New Secured Promissory Note or the 1111(b) Note (as applicable) or under the Plan and the contracts, instruments, releases, agreements and documents delivered thereunder), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising in law, equity or otherwise, that are based in whole or in part on any act, omission, transaction or other occurrence taking place on or prior to the Effective Date in any way relating to a Debtor, the Chapter 11 Cases or the Plan or the Disclosure Statement (the "Settlement Release of RSS"). If the Debtors provide the Settlement Release of RSS, Mr. Vasani and his non-debtor entities shall also provide the release provided for in the attached Exhibit III.C.~~

**e.b. Settlement Release of InnVite Hospitality**

~~If the New Equity Investors become the sole owner of S&G on~~ On the Effective Date and upon the assumption of the Management Agreement with InnVite Hospitality ~~is assumed~~, the Debtors shall release InnVite Hospitality of all claims (including Derivative Claims), obligations, suits, judgments, damages, demands, debts, rights, causes of action and liabilities

(other than the right to enforce InnVite Hospitality's obligations under the Plan and the contracts, instruments, releases, agreements and documents delivered thereunder), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising in law, equity or otherwise, that are based in whole or in part on any act, omission, transaction or other occurrence taking place on or prior to the Effective Date in any way relating to a Debtor, the Chapter 11 Cases or the Plan or the Disclosure Statement (the "Settlement Release of InnVite").

**d.c. Injunction Related to Releases**

As further provided in Section I.B of this Plan, the Confirmation Order will permanently enjoin the commencement or prosecution by any entity or person, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action or liabilities released pursuant to the Plan, including pursuant to the releases in this Section IV.D.3. Notwithstanding anything contained in the Plan, Confirmation Order or Disclosure Statement, no injunction shall be binding against RSS or any assignee thereof with respect to the rights and obligations under the Loan Modification Agreement).

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

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

**F. Release of Liens**

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

~~with its receipt of the New Secured Promissory Note or the 1111(b) Note and the Rights of First Offer regarding the procedures for the future sale of any of these properties.~~

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

The President of each Debtor or Reorganized Debtor will be authorized to execute, deliver, file or record such contracts, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and implement the provisions of the Plan. Pursuant to section 1146(c) of the Bankruptcy Code, the following will not be subject to any stamp Tax, real estate transfer Tax or similar Tax: (1) the issuance, transfer or exchange of New Common Stock; ~~(2) the creation of any mortgage, deed of trust, lien or other security interest; or (3) or (2)~~ the assumption or assignment of any executory contract.

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

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

**1. Assumption and Assignment Generally**

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

**2. Approval of Assumptions**

The Confirmation Order will constitute an order of the Bankruptcy Court approving the assumptions described in this Section V.A and in Section V.D of this Plan, pursuant to section 365 of the Bankruptcy Code, as of the Effective Date. An order of the Bankruptcy Court entered on or prior to the Confirmation Date, which may be included as part of the Confirmation Order, will specify the procedures for providing to each party whose Executory Contract or Unexpired Lease is being assumed or assumed and assigned pursuant to the Plan notice of: (a) the

contract or lease being assumed or assumed and assigned; (b) the Cure Amount Claim, if any, that the applicable Debtor believes it would be obligated to pay in connection with such assumption; and (c) the procedures for such party to object to the assumption or assumption and assignment of the applicable contract or lease or the amount of the proposed Cure Amount Claim. If an objection to a proposed assumption or assumption and assignment is not resolved in favor of the Debtors or the Reorganized Debtors, the applicable Executory Contract or Unexpired Lease may be designated by the Debtors or the Reorganized Debtors for rejection, which shall be deemed effective as of the Effective Date.

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

**1. Executory Contracts Generally**

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

**2. InnVite Hospitality**

Notwithstanding anything to the contrary contained in the Plan, the Cure Amount Claim of InnVite Hospitality in connection with the assumption of the Management Agreement is fixed at \$0.

**2.3. The Franchise Agreement for Lancaster Hospitality, LLC.**

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

- a. **Acknowledgments.** Lancaster acknowledges and affirms:
  - i. Hilton's predecessor and Lancaster entered into a Franchise Agreement dated February 27, 2015, including all amendments,

riders, supplemental agreements, and assignments (collectively, the “**Hampton Franchise Agreement**”). Pursuant to the terms of the Hampton Franchise Agreement, Lancaster is authorized to operate its hotel at 2041 Schorway Drive NW, Lancaster, Ohio (the “**Hampton Inn Lancaster**”) as a Hampton Inn & Suites by Hilton . The Franchise Agreement is an executory contract within the meaning of section 365 of the Bankruptcy Code.

- ii. As of the date of the filing of the petition initiating its bankruptcy proceeding, Lancaster was liable to Hilton in the amount of least \$27,895.50 (the “**Prepetition Hilton Indebtedness**”) as set forth in the proof of claim filed by Hilton (the “**Hilton POC**”) on October 31, 2023. Lancaster consents to the nature, extent and validity of the Prepetition Hilton Indebtedness as set forth in the Hilton POC.
- iii. Post-petition, Lancaster has continued to hold the Hampton Inn Lancaster out to the public as a Hampton Inn & Suites by Hilton hotel and Lancaster has generated revenue post-petition via the continued use of the intellectual property and franchise system of Hilton.
- iv. On March 25, 2024, Lancaster filed an adversary proceeding against Hilton seeking a declaratory judgment regarding the Franchise Agreement, Adv. Pro. 24-ap-02024, (the “**Lancaster Adversary Proceeding**”). On May 9, 2024, Hilton filed a motion to dismiss the Lancaster Adversary Proceeding (Adv. Proc. 24-ap-02024, Doc. No. 15). On June 7, 2024, Lancaster filed a motion for summary judgment in the Lancaster Adversary Proceeding (Adv. Proc. 24-ap-02024, Doc. No. 26). The Lancaster Adversary Proceeding was resolved by a stipulation and consent order dated August 5, 2024 (Adv. Proc. 24-ap-02024, Doc. No. 39) the “**Hampton Stipulated Order.**” The terms of the Hampton Stipulated Order are incorporated fully in the Plan.
- v. Lancaster (i) lacks any defense or set off as to the Hilton POC, and (ii) lacks any claims of any nature against Hilton.
- vi. The treatment of the claim set forth in the Hilton POC is impaired.

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

- i. **Assumption.** The Hampton Franchise Agreement is assumed by Lancaster pursuant to section 365(a) of the Bankruptcy Code effective as of the Effective Date.
  - ii. **Post Confirmation Compliance.** Lancaster shall comply with all monetary and non-monetary post-petition obligations imposed under the Hampton Franchise Agreement. Pursuant to section 365(b)(1)(A) of the Bankruptcy Code, Lancaster is authorized and directed to pay Hilton all amounts which are or will become due by Lancaster under the Hampton Franchise Agreement post-petition. Any such indebtedness shall be paid in full and without compromise by Lancaster to Hilton as and when set forth in the Hampton Franchise Agreement. Lancaster's default in the payment of post-petition amounts due shall constitute an event of default under the Plan as well as the assumed Hampton Franchise Agreement.
- c. **Cure.** Pursuant to section 365(b)(1) of the Bankruptcy Code, Lancaster Debtor shall cure all defaults under the Hampton Franchise Agreement as follows:
- i. Pursuant to section 365(b)(1)(A) of the Bankruptcy Code, within three Business Days of the Effective Date, Lancaster shall pay Hilton \$27,895.50 on account of the Prepetition Hilton Indebtedness. Lancaster's default in the payment of the Prepetition Hilton Indebtedness as set forth herein shall constitute an event of default under the Plan as well as the assumed Hampton Franchise Agreement.
  - ii. Pursuant to section 365(b)(1)(B) of the Bankruptcy Code, the Hampton Franchise Agreement and applicable law, Lancaster is obligated to pay Hilton the attorney fees and expenses incurred by Hilton in connection with this bankruptcy proceeding and Adversary Proceeding (the "**Hilton Attorney Fee Indebtedness**"). As of July 31, 2024, the Hilton Attorney Fee Indebtedness totaled \$45,585.73, with additional amounts accruing thereafter. On the date of entry of the order confirming the Plan, Lancaster shall pay Hilton the full amount of the Hilton Attorney Fee Indebtedness, which amount shall be spelled out in the Confirmation Order.
  - iii. Pursuant to section 365(b)(1)(B) of the Bankruptcy Code, the Franchise Agreement and applicable law, the Lancaster is obligated to pay Hilton interest on the Prepetition Hilton Indebtedness. Such existing amount, together with all additional accruing interest on the Pre-petition Indebtedness as set forth under the Franchise Agreement, is referred to herein as the "**Interest Indebtedness**". Lancaster and Hilton agree that the Interest Indebtedness shall be due and payable by Lancaster to Hilton only if Lancaster commits

an event of default under the Plan or Franchise Agreement, which default is not cured by Lancaster Debtor within any applicable cure period. In the event of such uncured default, Lancaster Debtor shall pay the Interest Indebtedness upon written demand from Hilton.

- iv. Pursuant to section 365(b)(1)(C) of the Bankruptcy Code, Lancaster is obligated to provide adequate assurance of future performance under the Franchise Agreement. In connection with such obligation, on the Effective Date, Lancaster shall provide Hilton with a Guaranty of Payment and Performance of its obligations under the Hampton Franchise Agreement, in a form acceptable to Hilton, from S&G and Abhijit “Andy” Vasani. In addition, Lancaster agrees to and shall perform all items described in the Fixed Renovation Cycle Management plan dated August 5, 2024, a copy of which is attached at Exhibit I.A.37 hereto. In accordance with the FRCM plan, Lancaster’s designs and plans must be approved by Hilton, in Hilton’s discretion, by December 31, 2025 and the scope of work action items under the FRCM plan must be completed by Lancaster by December 31, 2026.

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

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

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

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

**C. Executory Contracts and Unexpired Leases to Be Rejected**

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

**D. Contracts and Leases Entered Into After the Petition Date**

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

**E. Rejection Damages**

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

**F. Bar Date for Rejection Damages**

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

**G. Obligations to Indemnify Directors, Officers and Employees**

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

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

**ARTICLE VI.  
PROVISIONS GOVERNING DISTRIBUTIONS**

**A. Distributions for Claims Allowed as of the Effective Date**

**1. Distributions to Be Made on the Effective Date**

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

only if the entire principal amount of the holder's Allowed Claim has been paid, then to any unpaid fees and expenses associated with any such Allowed Claim and then to the unpaid pre-Effective Date interest (if any) on such Allowed Claim.

**B. Delivery of Distributions and Undeliverable or Unclaimed Distributions**

**1. Delivery of Distributions**

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

**2. Undeliverable Distributions Held by Debtors**

**a. Holding and Investment of Undeliverable Distributions**

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

**b. Failure to Claim Undeliverable Distributions**

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

**C. Distribution Record Date**

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

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

**D. Means of Cash Payments**

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

**E. Compliance with Tax Requirements**

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

2. Notwithstanding any other provision of this Plan, each entity receiving a distribution of cash or other property under the Plan will have sole and exclusive responsibility for the satisfaction and payment of any Tax obligations imposed on it by any governmental unit on account of the distribution, including income, withholding and other Tax obligations.

**F. Setoffs**

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

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

**A. Prosecution of Objections to Claims**

**1. Objections to Claims**

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

## 2. Authority to Prosecute Objections

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

### B. Treatment of Disputed Claims

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

### C. Distributions on Account of Disputed Claims Once Allowed

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

## ARTICLE VIII.

### SUBSTANTIVE CONSOLIDATION OF THE DEBTORS FOR VOTING AND DISTRIBUTION PURPOSES

A. Pursuant to the Confirmation Order, the Bankruptcy Court shall approve the substantive consolidation of the Debtors solely for the purpose of ~~implementing the Plan, including for purposes of voting, Confirmation and making~~ distributions to ~~be made~~ creditors under the Plan. ~~Pursuant to such order: (1) all assets and liabilities of the Debtors will be deemed merged; (2) all guarantees by one Debtor of the obligations of any for no other Debtor will be deemed eliminated so that any Claim against any Debtor and any guarantee thereof executed by any other Debtor and any joint or several liability of any of the Debtors will be deemed to be one obligation of the consolidated Debtors; and (3) each and every Claim Filed or deemed Filed by or on behalf of a single creditor in a single Class of Claims against any of the Debtors will be deemed a single Claim Filed against the Debtors. Such substantive consolidation (other than for the purpose of implementing this Plan) will not affect the legal and corporate structures of the Debtors or Reorganized Debtors, including their separate obligations under any franchise agreement.~~

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

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

**A. Conditions to Confirmation**

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

1. The Confirmation Order will be reasonably acceptable in form and substance to the Debtors.
2. The Debtors shall have received a binding, unconditional commitment from the New Equity ~~Investors~~Investor for the New Equity Infusion.
3. All Exhibits to the Plan are in form and substance reasonably satisfactory to the Debtors.
4. The Loan Modification Agreement has been duly executed by all parties thereto, all conditions precedent to the effectiveness to the Loan Modification Agreement have been satisfied, and RSS has received a REMIC Opinion.

**B. Conditions to the Effective Date**

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

1. The Confirmation Order has been entered; has not been reversed; stayed, modified or amended; and has become a Final Order.
2. The Bankruptcy Court shall have entered an order (contemplated to be part of the Confirmation Order) approving and authorizing the Debtors and the Reorganized Debtors to take all actions necessary or appropriate to implement the Plan in form and substance acceptable to the Debtors.

**C. Waiver of Conditions to the Confirmation or Effective Date**

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

**D. Effect of Nonoccurrence of Conditions to the Effective Date**

If each of the conditions to the Effective Date is not satisfied or duly waived in accordance with Section IX.C of this Plan, then upon motion by the Debtors or any party in interest made before the time that each of such conditions has been satisfied and upon notice to such parties in interest as the Bankruptcy Court may direct, the Confirmation Order will be vacated by the

Bankruptcy Court. If the Confirmation Order is vacated pursuant to this Section IX.D, (1) the Plan will be null and void in all respects, including with respect to: (a) the discharge of Claims and termination of Interests pursuant to section 1141 of the Bankruptcy Code; (b) the assumptions of Executory Contracts and Unexpired Leases pursuant to Section V.A.1; and (c) the releases described in this Section IV.D; and (2) nothing contained in this Plan will: (a) constitute a waiver or release of any claims by or against, or any Interest in, any Debtor; or (b) prejudice in any manner the rights of the Debtors or any other party in interest.

#### **ARTICLE X. CRAMDOWN**

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

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

##### **A. Discharge of Claims and Termination of Interests**

###### **1. Complete Satisfaction, Discharge and Release**

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

###### **2. Discharge and Termination**

In accordance with the foregoing, except as provided in the Loan Modification Agreement, this Plan or the Confirmation Order, the Confirmation Order will be a judicial determination, as of the Effective Date and immediately after the cancellation of the Old S&G Common Stock, but prior to the issuance of the New S&G Common Stock, of a discharge of all Claims and other debts and liabilities against the Debtors and a termination of all Interests and other rights of the holders of Interests in the Debtors, pursuant to sections 524 and 1141 of the Bankruptcy Code, and such discharge will void any judgment obtained against the Debtor at any time, to the extent that such judgment relates to a discharged Claim or terminated Interest; *provided, however*, that, notwithstanding the extinguishment of any such judgment, the existence

of a validly entered judgment may be treated as evidence of the entitlement to a Claim in the Chapter 11 Cases, which Claim, subject to other applicable requirements (including the timely filing of a proof of Claim, if necessary), will be satisfied by the distribution, if any, provided under the Plan.

## **B. Injunctions**

### **1. Claims Enjoined**

Except as provided in the Plan or the Confirmation Order or agreed to by the Debtors or the Reorganized Debtors, as of the Effective Date all entities and persons that have held, currently hold or may hold a Claim or other debt or liability that is discharged or an Interest or other right of a holder of an Interest that is terminated pursuant to the terms of the Plan will be permanently enjoined from taking any of the following enforcement actions on account of any such discharged Claims, debts or liabilities or terminated Interests or rights: (a) commencing or continuing in any manner any action or other proceeding against any Debtor, any Reorganized Debtor or its respective property, other than to enforce any right pursuant to the Plan to a distribution (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against any Debtor, any Reorganized Debtor or its respective property, other than as permitted pursuant to (a) above (c) creating, perfecting or enforcing any lien or encumbrance against any Debtor, any Reorganized Debtor or its respective property (d) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to any Debtor or any Reorganized Debtor and (e) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan. Notwithstanding anything to the contrary contained in the Plan, Confirmation Order or Disclosure Statement, no injunction shall be binding against RSS or any assignee thereof with respect to the rights and obligations under the Loan Modification Agreement.

### **2. Enforcement Enjoined**

As of the Effective Date, all entities and persons that have held, currently hold or may hold any claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action or liabilities that are released pursuant to the Plan will be permanently enjoined from taking any of the following actions against any released entity or its property on account of such released claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action or liabilities: (a) commencing or continuing in any manner any action or other proceeding (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order (c) creating, perfecting or enforcing any lien or encumbrance (d) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to any released entity and (e) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan. Notwithstanding anything to the contrary contained in the Plan, Confirmation Order or Disclosure Statement, no injunction shall be binding against RSS or any assignee thereof with respect to the rights and obligations under the Loan Modification Agreement.

### 3. Consent to Injunction

By accepting distributions pursuant to the Plan, each holder of an Allowed Claim receiving distributions pursuant to the Plan will be deemed to have specifically consented to the injunctions set forth in Section I.B.1 and Section I.B.2 of this Plan. Notwithstanding anything to the contrary contained in the Plan, Confirmation Order or Disclosure Statement, no injunction shall be binding against RSS or any assignee thereof with respect to the rights and obligations under the Loan Modification Agreement.

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

#### 1. Termination

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

#### 2. General Settlement

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

#### 3. Settlement with InnVite Hospitality

Pursuant to Bankruptcy Rule 9019 ~~and in consideration for the distributions and other benefits provided under the Plan, if,~~ the New Equity ~~Investors~~Investor shall become the sole owner of S&G on the Effective Date and the Management Agreement with InnVite Hospitality is assumed, ~~and InnVite Hospitality shall (a) provide the Reorganized Debtors a line of credit of up to \$400,000 with such repayment terms are specified by InnVite Hospitality to help fund working capital needs and the costs of the Fixed Revenue Cycle Management renovations with Hilton for the Hampton Inn Lancaster and (b)~~ a release of all claims InnVite Hospitality has arising before the Effective Date under the Management Agreement. In return the Debtors shall provide InnVite

Hospitality the Settlement Release of InnVite provided in Section IV.D.3.c of this Plan. The entry of the Confirmation Order will constitute the Bankruptcy Court's approval, as of the Effective Date, of the compromise or settlement of this settlement and that it is in the best interests of the Debtors, the Reorganized Debtors and their respective property and Claim and Interest holders and is fair, equitable and reasonable.

#### 4. Preservation of Subordination under Section 510(b)

Notwithstanding the foregoing, the provisions of section 510(b) of the Bankruptcy Code, to the extent applicable to Claims against the Debtors, are expressly preserved, except with respect to RSS and any successors or assignees thereof.

### ARTICLE XII. RETENTION OF JURISDICTION

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

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

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

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

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

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

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

7. Resolve any cases, controversies, suits or disputes that may arise in connection with the consummation, interpretation or enforcement of the Plan, the Loan Modification Agreement,

or any contract, instrument, release or other agreement or document that is entered into or delivered pursuant to the Plan or any entity's rights arising from or obligations incurred in connection with the Plan or such documents;

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

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

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

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

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

Reopen the Chapter 11 Cases if necessary to accomplish any of the foregoing.

### ARTICLE XIII. MISCELLANEOUS PROVISIONS

#### A. Limitation of Liability Exculpation

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

## **B. Modification of the Plan**

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

### ~~C. Revocation of the Plan~~

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

### ~~D. Severability of Plan Provisions~~

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

### C. Construction Together With Loan Modification Agreement

The Loan Modification Agreement and this Plan shall be considered a single agreement for purposes of interpretation. To the extent that there are any inconsistencies between the terms of the Loan Modification Agreement and the Plan, then the terms of the Loan Modification Agreement shall control.

### E.D. Successors and Assigns

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

### F.E. Service of Documents

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

1. ~~The~~ Debtors and the Reorganiz ed Debtors

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(Counsel to the Debtors and Reorganized Debtors)

2. The New Equity Investor

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Columbus, Ohio 43201

Gus Kallergis, Esq.  
~~Bernstein~~WH Burkley, ~~P.C.~~LLP  
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Cleveland, Ohio 44114

(Counsel to SDGD Enterprises, LLC)

Dated: ~~September 8, 2025~~April 1, 2026

Respectfully submitted,

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

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

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ATTORNEYS FOR DEBTORS  
AND DEBTORS IN POSSESSION

Deleted Cells