

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.

“**Indemnitor**” 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 Indemnitor.

“**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

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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”).

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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

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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

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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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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
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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

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.).

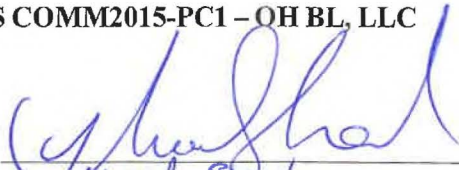
Signature Pages Follow

Securitization: COMM 2015-PC1
Rialto Loan No: 406100283
Borrowers: Buckeye Lodging, LLC, Lancaster Hospitality, LLC
and Sunburst Hotels LLC
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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

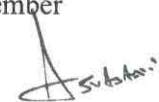
By: S&G Hospitality, Inc., an Ohio corporation,
its sole managing member



By: _____
Name: Abhijit S. Vasani
Title: President

BUCKEYE LODGING, LLC, an Ohio limited liability company

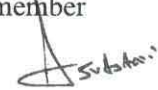
By: S&G Hospitality, Inc., an Ohio corporation,
its sole managing member



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
Totals			\$1,769,458.96	\$793,951.64	

Expense Reimbursement Amortization Schedule

[to be inserted]

Expense Reimbursement - Payment Schedule

Period	Beginning Balance	Principal Payment	Interest	Ending Balance
4/6/2026				
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
Totals		\$921,428.51	\$0.00	

Combined - Payment Schedule

Period	Beginning Balance	Payment (P&I)	Interest	Principal	Ending Balance
4/6/2026					
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
Totals			\$3,310,657.49	\$12,100,000.00	