



SO ORDERED.

SIGNED this 14th day of May, 2025.

Dale L. Somers

Dale L. Somers

United States Chief Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS
TOPEKA DIVISION**

IN RE:	)	
	)	
LODGING ENTERPRISES, LLC,	)	Chapter 11
	)	
Debtor.	)	Case No. 24-40423
	)	

**ORDER AUTHORIZING DEBTOR TO EMPLOY CBRE, INC. AS
REAL ESTATE CONSULTANT AND BROKER IN CONNECTION WITH
SALE OF SUBSTANTIALLY ALL ASSETS**

[Relates to Docket No. 482]

Upon the application (the “Application”)¹ of Lodging Enterprises, LLC (the “Debtor”) for entry of an order (this “Order”) authorizing the Debtor to employ CBRE, Inc. (“CBRE”) as real estate consultant and broker on the terms set forth in the CBRE Agreement attached to the Application as Exhibit A, pursuant to sections 327 and 328 of the Bankruptcy Code,² Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) 2014 and 2016, all as more fully described in the Application; and the Court having reviewed the Application and the Affidavit in Support of Application to Employ CBRE, Inc. as Real Estate Consultant and Broker in Connection With a

¹ Capitalized terms used but not otherwise defined herein have the meaning assigned in the Application.

² 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”).

Sale of Substantially All Assets attached to the Application as Exhibit B (the “Affidavit”); and this Court being satisfied, based on the representations made in the Application and the Affidavit, that CBRE is “disinterested” as such term is defined in section 101(14) of the Bankruptcy Code, and that CBRE represents no interest adverse to the Debtor’s estate with respect to the matters upon which it is to be engaged; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Application is in in the best interest of the Debtor’s estate, its creditors, and other parties in interest; and this Court having found that the Debtor’s notice of the Application and opportunity for a hearing on the Application were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard he statements in support of the relief requested therein at a hearing before this this Court (the “Hearing”), if any; and this Court having determined that the legal and factual bases set forth in the Application and at the Hearing, if any, establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Debtor is authorized, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code and Bankruptcy Rules 2014 and 2016, to employ and retain CBRE as its real estate consultant and broker, on the terms and subject to the conditions set forth in the CBRE Agreement, as modified by this Order.

2. CBRE's compensation, as set forth in the CBRE Agreement, is approved pursuant to section 328(a) of the Bankruptcy Code, as modified by this Order; provided that CBRE will not receive a fee of 1.5% for the sale of any asset to a Prepetition Secured Party upon a credit bid and instead CBRE will earn and be paid a Break-Up Fee (as defined in the CBRE Agreement) for the sale of each such asset to a Prepetition Secured Party, with such fee to be apportioned pro rata with respect to any asset(s) sold via credit bid, with the total not to exceed \$200,000. The foregoing shall not modify the terms for the payment of fees to CBRE for the PCA Services (as defined in the CBRE Agreement) provided by CBRE as further set forth in the PCA Agreement (as such term is defined in the CBRE Agreement).

3. The terms and provisions of the CBRE Agreement, as modified by this Order, are approved and the Debtor is authorized to pay CBRE its fees, for all real estate broker services and all PCA Services, as set forth in the CBRE Agreement, as applicable, without further order of the Court.

4. Pursuant to Section 328(a) of the Bankruptcy Code, CBRE shall not be required to file any interim or final fee applications for allowance of fees pursuant to the procedures set forth in section 330 of the Bankruptcy Code and the Bankruptcy Rules, or any other applicable procedures of the Court, whether for real estate broker services or PCA Services. CBRE shall file interim and final applications for any allowance it may seek of reimbursement of expenses pursuant to sections 330 and 331 of the Bankruptcy Code, applicable provisions of the Bankruptcy Rules, and such other procedures as may be fixed by order of the Court. For avoidance of doubt, under the conditions set forth in the CBRE Agreement, CBRE will be paid the fees for its PCA Services as provided in the CBRE Agreement, and will be paid the fees for its real estate consulting and brokerage services at the closing of the sale of any of the assets, and, under the conditions set

forth therein will be paid the Break Up Fee, all as provided in the CBRE Agreement without requirement for any further order of the Court. Further, for the avoidance of doubt, to the extent set forth in the CBRE Agreement, such fee shall be earned and payable to CBRE in the event a sale or transfer of any of the assets is made during the term of the CBRE Agreement or any extensions thereto (as permitted thereunder without the need for any further order of the Court).

5. In the event that CBRE seeks reimbursement from the Debtors for expenses pursuant to the CBRE Agreement, the invoices and/or other supporting documentation for any expenses shall be included in CBRE's applications, both interim and final, and these invoices and/or other supporting documentation shall be subject to the approval of the Bankruptcy Court pursuant to sections 330 and 331 of the Bankruptcy Code.

6. Notwithstanding anything to the contrary herein or in the CBRE Agreement, to allow the Debtor to keep the Prepetition Secured Parties and the Official Committee of Unsecured Creditors informed, CBRE shall provide the Debtor with an initial invoice showing the calculation of the amount of the CBRE fee (the "Invoice") for inclusion in the Closing Statement for any sale of the Debtor's assets a reasonable amount of time in advance of the closing of such sale. The Debtor shall provide the Invoice to the Prepetition Secured Parties and the Official Committee of Unsecured Creditors at least five (5) business days prior to the closing of such sale.

7. Notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, any order of this Court, or any guidelines established by the U.S. Trustee regarding submission and approval of fee applications, CBRE shall be excused from (a) the requirement to maintain or provide detailed time records for services rendered and (b) providing or conforming to any schedule of hourly rates.

8. With respect to controversies or claims arising out of or in any way related to the services performed by CBRE pursuant to the CBRE Agreement, notwithstanding any arbitration, dispute resolution, or exclusive jurisdiction provisions contained in the CBRE Agreement, any disputes arising under the CBRE Agreement shall be heard in this Court during the pendency of this Chapter 11 Case.

9. In the event that the Debtor seeks to employ and retain CBRE for services not specifically set forth in the CBRE Agreement, the Debtor and CBRE shall file an additional retention application seeking approval of this Court for such retention.

10. Notwithstanding any other provision to the contrary in the Application, the CBRE Agreement, or any attachments thereto, CBRE shall not be entitled to reimbursement of attorneys' fees and expenses incurred in connection with responses to objections to CBRE's final fee application. Moreover, CBRE shall not be entitled to reimbursement of attorneys' fees and expenses incurred in connection with responses by CBRE to requests for information regarding its fees.

11. CBRE shall disclose any and all facts that may have a bearing on whether CBRE or its affiliates, and/or any individuals working on the engagement, hold or represent any interest adverse to the Debtor, its creditors, or other parties in interest in these cases. The obligation to disclose such connections identified in this paragraph shall be a continuing obligation.

12. To the extent there is any inconsistency between the terms of the CBRE Agreement, the Application, any affidavits in support of the Application, and this Order, the terms of this Order shall govern.

13. The terms and conditions of this Order are immediately effective and enforceable upon its entry.

14. The Debtor is authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Application.

15. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

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Dated: May 14, 2025

Respectfully submitted,

/s/ Jonathan A. Margolies

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