SO ORDERED.

SIGNED this 21st day of October, 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:	§	Chapter 11
LODGING ENTERPRISES, LLC,	§	Case No. 24-40423
Debtor.	§	

ORDER: (I) APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN THE DEBTOR AND THE PURCHASER; (II) AUTHORIZING THE SALE OF THE PROPERTY FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS; (III) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF THE ASSUMED CONTRACTS; AND (IV) GRANTING RELATED RELIEF
[Related to Docket Nos. 448, 450, 478, 479, 482, 513, 539, 585, 591, 592 (Sale Motion)]

Upon the motion Docket No. 592 (the "Motion") of Lodging Enterprises, LLC, as debtor and debtor in possession (the "Debtor"), in the above-captioned chapter 11 case (this "Chapter 11 Case") for entry of an order (this "Sale Order") authorizing and approving: (a) the Debtor's entry into that certain Purchase and Sale Agreement dated September 25, 2025 (the "PSA"), by and between the Debtor, as seller, and Wilmington Trust, National Association, as Trustee for the Benefit of the Registered Holders of USB Commercial Mortgage Trust 2019-C18, Commercial Mortgage Pass-Through Certificates, Series 2019-C18, and in its Capacity as Lead Securitization

Note Holder, and on Behalf of the Related Service Companion Noteholders (the "Trust"), Acting by and Through Rialto Capital Advisors, LLC (in its Capacity as Special Servicer), as purchaser (together with any special purpose entity formed by the Trust or Special Servicer for the purpose of taking title to the Property[1] and to which the PSA may be assigned, the "Purchaser"), a true and correct copy of which is attached hereto as **Exhibit A**, (b) the sale of the Property (the "Sale Transaction") free and clear of Encumbrances and other interests, other than Permitted Exceptions, pursuant to the terms of the PSA; (c) the assumption and assignment of the Assumed Contracts to the Purchaser; and (d) granting related relief; and the Court having entered the *Order (I) Approving the Bid Procedures For the Sale of Substantially All of the Debtor's Assets; (II) Scheduling Certain Dates With Respect Thereto; (III) Authorizing the Debtor to Designate Stalking Horse Bidders; (IV) Approving Procedures For the Assumption and Assignment of Executory Contracts and Unexpired Leases; (V) Approving the Form and Manner of Notice of the Sale Hearing and Assumption and Assignment Procedures; and (VI) Granting Related Relief* [Docket No. 479] (the "Bidding Procedures Order") approving, among other things, the Bidding Procedures; and the Debtor having determined that five (5) Qualified Bids were submitted; and the Debtor having conducted an Auction and filed the *Notice of Auction Results and Identity of the Winning Bidder and the Back-Up Bidder* [Docket No. 591] (the "Notice of Winning Bidder and Back-Up Bidder"), informing parties in interest that the Debtor, in consultation with its advisors and the Committee, determined, in the exercise of the Debtor's business judgment that: (i) the bid submitted by the Purchaser was the highest and otherwise best bid for the Property, and (ii) the bid submitted by American Hotel Income Properties REIT Inc. ("AHIP" or the "Back-Up Bidder") was the next

[1] Unless otherwise defined herein, capitalized terms not otherwise defined shall have the meanings ascribed to them in the PSA or the Motion.

highest and otherwise best bid for the property (the "Back-Up Bid") as such bid is evidenced in the Back-Up PSA;[2] and the Court having conducted a hearing on the Motion on October 20, 2025 (the "Sale Hearing"); and the Court having reviewed and considered the Motion, all relief related thereto, the objections thereto, if any, and statements of counsel and the evidence presented in support of the relief requested by the Debtor in the Motion at the Sale Hearing including, among other things, the *Declaration of Tom Wenner in Support of the Debtor's Motion for Entry of Order: (I) Approving the Purchase and Sale Agreement Between the Debtor and the Purchaser; (II) Authorizing the Sale of the Property Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (III) Authorizing the Assumption and Assignment of the Assumed Contracts; and (IV) Granting Related Relief* (the "Wenner Declaration") [Docket No. 607] and *Declaration of Douglas Johnson in Support of the Debtor's Motion for Entry of Order: (I) Approving the Purchase and Sale Agreement Between the Debtor and the Purchaser; (II) Authorizing the Sale of the Property Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (III) Authorizing the Assumption and Assignment of the Assumed Contracts; and (IV) Granting Related Relief* [Docket No. 608] (the "Broker Declaration" and together with the Wenner Declaration, the "Sale Declarations"); and it appearing that the relief requested in the Motion is in the best interest of the Debtor, its estate, its creditors, and other parties in interest; and it further appearing that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation thereon; and good and sufficient cause appearing therefor

IT IS HEREBY FOUND, CONCLUDED, AND DETERMINED THAT:[3]

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[2] "Back-Up PSA" means that certain Purchase and Sale Agreement by and between the Debtor, as seller, and the Back-Up Bidder, as purchaser, attached to the Sale Motion as Exhibit B.

[3] Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact, where appropriate. *See* Bankruptcy Rule 7052.

A. **Jurisdiction and Venue.** This Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. § 1334. This is a core proceeding under 28 U.S.C. § 157(b). This Court may enter a final order consistent with Article III of the United States Constitution. Venue of this Chapter 11 Case and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. **Statutory Predicates**. The statutory bases for the relief sought in the Motion are sections 105, 363, and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), Rules 2002, 6003, 6004, 6006, 9007, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and any applicable local rules for the United States Bankruptcy Court for the District of Kansas (the "Local Rules").

C. **Final Order.** This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to the extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Sale Order and, accordingly, (a) the terms of this Sale Order shall be immediately effective and enforceable upon its entry; (b) the Debtor is not subject to any stay of this Sale Order or in the implementation, enforcement, or realization of the relief granted in this Sale Order; (c) the Debtor may, in its discretion and without further delay, take any and all actions necessary and appropriate to effectuate the terms of this Sale Order, including consummating the Sale Transaction and assuming and assigning the Assumed Contracts to the Purchaser.

D. **Notice**. As evidenced by: (i) *Affidavit of Service* [Docket No. 515] (the "Sale Notice Affidavit"); (ii) *Affidavit of Service* [Docket No. 596] (the "Assumption Notice Affidavit"); and (iii) *Affidavit of Service* [Docket No. 609] (the "Sale Motion Affidavit" and together with the

Sale Notice Affidavit and the Sale Motion Affidavit, the "Affidavits of Service"), proper, sufficient and timely notice of the Motion, the Bidding Procedures Order, the Bidding Procedures, the Assumption Notice (as defined below), the Auction, the Sale Hearing, and the Sale Transaction contemplated thereby and hereunder has been provided in accordance with the Bidding Procedures Order, sections 105(a), 363(b), and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, and 9007, and the Local Rules. The Debtor has complied with all obligations to provide notice of the Motion, the Auction, the Assumption Notice, and the Sale Hearing as set forth in the Bidding Procedures Order. The notices described above were good, sufficient, and appropriate under the circumstances, and no other or further notice of the Motion, the Auction, the Assumption Notice, the Sale Transaction, or the Sale Hearing is or shall be required. The disclosures made by the Debtor concerning the Motion, the Auction, the Assumption Notice, the Sale Transaction, and the Sale Hearing were good, complete, and adequate. The requirements of Bankruptcy Rule 6004(a) and any applicable local bankruptcy rules are satisfied by such notice.

E. In accordance with the Bidding Procedures Order, the Debtor has filed and served the *Notice to Contract Counterparties to Potentially Assumed Executory Contracts and Unexpired Leases* [Docket No. 585] and the *Supplemental Notice to Contract Counterparties to Potentially Assumed Executory Contracts and Unexpired Leases* [Docket No. 597] (collectively, the "Assumption Notice") identifying the amount required to cure any and all defaults (monetary and non-monetary) and actual pecuniary losses to the non-Debtor counterparty to such Assumed Contracts resulting from such defaults including, but not limited to, all claims, demands, charges, rights to refunds, and monetary and non-monetary obligations that the non-Debtor counterparties can assert under the Assumed Contracts, whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinate,

relating to money now owing or owing in the future, arising under or out of, in connection with, or in any way relating to, the Assumed Contracts (the foregoing amounts as stated in the Assumption Notice, collectively referred to as the "Cure Costs") upon each non-Debtor counterparty to an Assumed Contract. The service and provision of the Assumption Notice was good, sufficient, and appropriate under the circumstances, and no further notice need be given in respect of assumption and assignment of the Assumed Contracts or establishing a Cure Cost for any respective Assumed Contract. Non-Debtor counterparties to the Assumed Contracts have had an adequate opportunity to object to assumption and assignment of the applicable Assumed Contract and the Cure Cost, if any, set forth in the Assumption Notice (including objections related to the adequate assurance of future performance and objections based on whether applicable law excuses the non-Debtor counterparty from accepting performance by, or rendering performance to, the Purchaser for purposes of section 365(c)(1) of the Bankruptcy Code). The deadline for a non-Debtor counterparty to file an objection to the stated Cure Costs (a "Cure Objection") in the Assumption Notice has expired and, to the extent any such party timely filed a Cure Objection, all such Cure Objections have been resolved, withdrawn, overruled, or continued to a later hearing by agreement of the parties. To the extent that any non-Debtor counterparty did not timely file a Cure Objection by the applicable objection deadline listed in the Assumption Notice (the "Cure Objection Deadline"), such party shall be deemed to have consented to (x) the assumption and assignment of the Assumed Contract and (y) the proposed Cure Cost set forth on the Assumption Notice.

F. **Corporate Authority**. The Debtor (i) has full corporate power and authority to execute, deliver, and perform its obligations under the PSA and all other documents contemplated thereby and by this Sale Order, and the Debtor's sale of the Property has been duly and validly

authorized by all necessary corporate or similar action, (ii) has all of the corporate power and authority necessary to consummate the transactions contemplated by the PSA, and (iii) has taken all corporate action necessary to authorize and approve the PSA and the consummation of the transactions contemplated thereby. No consents or approvals, other than those expressly provided for herein or in the PSA, are required for the Debtor to consummate such transactions. In addition, each of Tom Wenner, Brett Sundstrom and and/or any other officer of the Debtor (collectively, the "Authorized Representatives", and individually each, an "Authorized Representative"), acting alone, is authorized and empowered, in the name and on behalf of the Debtor, to execute and deliver the deeds, assignments, and all other conveyance and transaction documents contemplated by the PSA and the Sale Order and to perform any and all obligations of the Debtor under the PSA and the Sale Order.

G. The Debtor is the sole and lawful owner of the Property. Subject to section 363(f) and 365(a) of the Bankruptcy Code, the transfer of all of the Property to the Purchaser, in accordance with the PSA and this Sale Order will be, as of the Closing Date (as defined in the PSA), a legal, valid, binding and effective transfer of the Property, which transfer vests or will vest the Purchaser with all right, title, and interest of the Debtor to the Property free and clear of all liens, Claims, and Encumbrances (other than Permitted Exceptions).

H. **No Fraudulent Transfer**. The PSA was not entered into for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession, or the District of Columbia. Neither the Debtor nor the Purchaser is fraudulently entering into the transactions contemplated by the PSA under any law including, but not limited to, for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims.

I. **Business Judgment**. Good and sufficient reasons for approval of the PSA and the transactions to be consummated in connection therewith and hereunder have been articulated, and the relief requested in the Motion is in the best interests of the Debtor, its estate, its creditors and other parties in interest. The Debtor has demonstrated both (i) good, sufficient, and sound business purposes and justifications and (ii) compelling circumstances for the Sale Transaction other than in the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code, outside of a plan of reorganization/liquidation, in that, among other things, the immediate consummation of the Sale Transaction to the Purchaser is necessary and appropriate to avoid the incurrence of further administrative expenses that would, otherwise, burden the Debtor's estate, to maximize distributions in accordance with the terms of the Plan, the Portfolio Sale Settlement, and the Portfolio Sale Settlement Approval Order, and to expedite distributions to the holders of allowed claims and interests under the Plan.

J. The Sale Transaction must be approved and consummated promptly in order to maximize the value of the Property for the benefit of the Debtor, its estate, its creditors, and all parties in interest. Time is of the essence to implement the PSA and to consummate the Sale Transaction contemplated thereby without any interruption. Given all of the circumstances of this Chapter 11 Case and the adequacy and fair value of the consideration offered under the PSA, including the Purchase Price, the Sale Transaction constitutes a reasonable and sound exercise of the Debtor's business judgment and should be approved.

K. The consummation of the Sale Transaction and the assumption and assignment of the Assumed Contracts are legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code including, without limitation, sections 105(a), 363, and 365 of the

Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the Sale Transaction and the transactions contemplated thereby.

L. **Good Faith of the Purchaser and the Debtor**. As demonstrated by (i) the Sale Declarations; (ii) the testimony and other evidence proffered or adduced at the Sale Hearing held on October 20, 2025; and (iii) the representations of counsel made on the record at the Sale Hearing, substantial marketing efforts and a competitive sale process were conducted in accordance with the Bidding Procedures Order and, among other things: (a) the Debtor and the Purchaser complied with the Bidding Procedures Order and the Bidding Procedures; (b) the Purchaser's bid was subject to the competitive Bidding Procedures approved by the Bidding Procedures Order; (c) the Debtor and its real estate consultant and broker, CBRE, Inc. ("CBRE"), engaged in a robust and extensive marketing and sale process, pursuant to the Bidding Procedures Order and the Bidding Procedures; and (d) the consideration to be provided by the Purchaser in connection with the Sale Transaction has been disclosed. The PSA was negotiated, proposed, and entered into by the Debtor and the Purchaser, their management and their respective boards of directors or equivalent governing bodies, officers, directors (including, with respect to the Debtor, the Chief Restructuring Officer), employees, agents, professionals, and representatives, without collusion, in good faith, and as the result of arm's-length bargaining positions and is substantively and procedurally fair to all parties. Neither the Debtor nor the Purchaser has engaged in any conduct that would cause or permit the Sale Transaction or the PSA to be avoided or subject to monetary damages under section 363(n) of the Bankruptcy Code. Specifically, the Purchaser has not acted in a collusive manner with any person and the Purchase Price was not controlled by any agreement among bidders. The Purchaser is purchasing the Property, in accordance with the PSA, in good faith, and is a good-faith purchaser within the meaning of section 363(m) of the

Bankruptcy Code and is therefore entitled to all of the protections afforded by such provision and otherwise has proceeded in good faith in all respects in connection with this Chapter 11 Case.

M. **Highest or Otherwise Best Offer.** The Debtor conducted the Sale Process in accordance with, and have otherwise complied in all material respects with, the Bidding Procedures Order. The Bidding Procedures approved by the Bidding Procedures Order afforded a full, fair, and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Property. The Bidding Procedures were duly-noticed and the Sale Process was conducted in a non-collusive, fair, and good-faith manner, and a reasonable opportunity was given to any interested party to make a higher or otherwise better offer for the Property. The transaction memorialized by the PSA constitutes the highest or otherwise best offer for the Property and will provide a greater recovery for the Debtor's estate than would be provided by any other available alternative. The Debtor's determination that the transaction memorialized by the PSA constitutes the highest or otherwise best offer for the Property is a valid and sound exercise of its fiduciary duties and constitutes a valid and sound exercise of the Debtor' business judgment.

N. **Consideration**. The consideration provided by the Purchaser pursuant to the PSA and this Sale Order (a) was reached at arm's-length, (b) is fair and reasonable, (c) is the highest or otherwise best offer for the Property, and (d) constitutes reasonably equivalent value and fair consideration (as those terms are defined in each of the Uniform Voidable Transactions Act (formerly the Uniform Fraudulent Transfer Act), Uniform Fraudulent Conveyance Act, and section 548 of the Bankruptcy Code) under the laws of the United States, any state, territory, possession, or the District of Columbia. No other person or entity or group of entities has offered to purchase the Property for greater economic value to the Debtor's estate than the Purchaser. Approval of the Motion, the PSA, the Sale Transaction and the consummation of the transactions

contemplated thereby is in the best interests of the Debtor, its estate, its creditors, and other parties in interest.

O. **No Successor Liability**. By virtue of the consummation of the transactions contemplated under the PSA, and except as expressly contemplated in the PSA, whether by virtue of the Permitted Exceptions or otherwise: (i) the Purchaser is not a continuation of the Debtor and its estate, there is not substantial continuity between the Purchaser and the Debtor, and there is no continuity of enterprise between the Debtor and the Purchaser; (ii) the Purchaser is not holding itself out to the public as a continuation of the Debtor or its estate; (iii) the transactions do not amount to a consolidation, merger, or *de facto* merger of the Purchaser and the Debtor and/or the Debtor's estate; and (iv) the Purchaser is not a successor or assignee of the Debtor or its estates for any purpose including, but not limited to, under any federal, state or local statute or common law, or revenue, pension, ERISA, tax, labor, employment, environmental, escheat or unclaimed property laws, or other law, rule or regulation (including, without limitation, filing requirements under any such laws, rules. or regulations), or under any products liability law or doctrine with respect to the Debtor's liability under such law, rule or regulation or doctrine or common law, or under any product warranty liability law or doctrine with respect to the Debtor's liability under such law, rule or regulation or doctrine, and the Purchaser shall have no liability or obligation under the Comprehensive Environmental Response Compensation and Liability Act and shall not be deemed to be a "successor employer" for purposes of the Internal Revenue Code of 1986, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disability Act, the Family Medical Leave Act, the National Labor Relations Act, the Labor Management Relations Act, the Older Workers Benefit Protection Act, the Equal Pay Act, the Civil Rights Act of 1866 (42 U.S.C. 1981), the Employee Retirement

Income Security Act, the Multiemployer Pension Protection Act, the Pension Protection Act, and/or the Fair Labor Standards Act. Except for the Permitted Exceptions, (i) the transfer of the Property to the Purchaser and (ii) the assumption and assignment to the Purchaser of the Assumed Contracts do not and will not subject the Purchaser to any liability whatsoever with respect to the operation of the Debtor's business before the Closing Date or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based on, in whole or in part, directly or indirectly, any theory of law or equity including, without limitation, any theory of antitrust or successor or transferee liability. The Purchaser would not acquire the Property but for the protections against any claims or causes of action based upon "successor liability" theories.

P. **Free and Clear**. The Debtor may sell the Property free and clear of any (i) debts arising under, relating to, or in connection with any act of the Debtor or claims (including all "claims" as defined in section 101(5) of the Bankruptcy Code), liabilities, obligations, demands, guaranties, options, rights, contractual commitments, restrictions, restrictive covenants, covenants not to compete, rights to refunds, escheat obligations, interests, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of this Chapter 11 Case, and whether imposed by agreement, applicable law, equity, or otherwise (including, without limitation, rights with respect to Claims and Encumbrances (x) that purport to give to any party a right of setoff or recoupment against, or a right or option to effect any forfeiture, modification, profit sharing interest, right of first refusal, purchase or repurchase right or option, or termination of, any of the Debtor's or Purchaser's interests in the Property, or any similar rights, (y) in respect of taxes owed on behalf of, or otherwise payable, by the Debtor, including, but not limited to, sales, income, use, occupancy, withholding, or any other type of tax, or (z) in respect of restrictions, rights of first

refusal, charges, or interests of any kind or nature, if any, including, without limitation, any restriction of use, voting, transfer, receipt of income, or other exercise of any attributes of ownership) relating to, accruing, or arising any time prior to the Closing Date (all items listed in this clause (i), collectively, "Claims"), or (ii) liens, defenses (including rights of setoff and recoupment), and interests, in each case, in, on, or related to the Property, including security interests of whatever kind or nature, mortgages, conditional sales or title retention agreements, pledges, purchase options, rights of first refusal or offer, deeds of trust, hypothecations, mechanics' and materialman's liens, rights of way, assignments, preferences, debts, easements, charges, suits, licenses, options, rights of recovery, judgments, orders and decrees of any court or foreign or domestic governmental entity, taxes (including foreign, state, and local taxes), covenants, put options, title defects, or other survey defects of any kind, indentures, instruments, leases, options, off-sets, causes of action, contract rights, any restriction on or transfer or other assignment, as security or otherwise, of or relating to use, quiet enjoyment, voting, transfer, receipt of income or exercise of any other attribute of ownership, in each case to the fullest extent of the law, in each case, of any kind or nature in, on, or related to the Property, known or unknown, whether prepetition or postpetition, secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, perfected or unperfected, liquidated or unliquidated, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non- material, statutory or non-statutory, matured or unmatured, legal or equitable, including any and all such liabilities, causes of action, contract rights and claims arising out of the Debtor's continued operations following the Closing Date, other than, in each case of clause (i) and (ii) above, the Permitted Exceptions.

Q. The conditions of section 363(f) of the Bankruptcy Code have been satisfied in full and, therefore, the Debtor may sell the Property free and clear of any Claims and Encumbrances,

in each case, in, on, or related to the Property, other than as expressly contemplated by the PSA, including Permitted Exceptions. The Purchaser would not have entered into the PSA and would not consummate the transactions contemplated thereby if the sale of the Property to the Purchaser was not free and clear of all Claims and Encumbrances other than the Permitted Exceptions. A sale of the Property other than one free and clear of all liens, Claims, and Encumbrances, other than the Permitted Exceptions, would yield substantially less value for the Debtor's estate, with less certainty than the Sale Transaction. The Debtor may sell the Property free and clear of any Claims and Encumbrances of any kind or nature whatsoever (other than Permitted Exceptions) because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Each entity with an Encumbrance in the Property to be transferred on the Closing Date: (i) has, subject to the terms and conditions of this Sale Order, consented to the Sale Transaction or is deemed to have consented to the Sale Transaction; (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such Encumbrance; or (iii) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code. Those holders of such Encumbrances, including, without limitation, the holder of the Virginia ROFR (as defined herein), who did not object, or withdrew their objections, to the Motion are deemed, subject to the terms of this Sale Order, to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. All holders of Claims and Encumbrances (other than the Permitted Exceptions) are adequately protected by having their rights addressed in this Court as contemplated by the Portfolio Sale Settlement and the Portfolio Sale Settlement Approval Order.

R. The sale, conveyance, assignment and transfer of any personally identifiable information pursuant to the terms of the PSA and this Sale Order complies with the terms of the Debtor's policy regarding the transfer of such personally identifiable information as of the Petition

Date and, as a result, consummation of the Sale Transaction is permitted pursuant to Section 363(b)(1)(A) of the Bankruptcy Code. Accordingly, appointment of a consumer privacy ombudsman in accordance with sections 363(b)(1) or 332 of the Bankruptcy Code is not required with respect to the Sale Transaction.

S. **Cure/Adequate Assurance**. The assumption and assignment of the Assumed Contracts pursuant to the terms of this Sale Order is integral to the PSA and is in the best interests of the Debtor and its estates, its creditors, and all other parties in interest, is integral to the Sale Transaction and the transactions contemplated pursuant to the PSA, and is a reasonable exercise of sound and prudent business judgment by the Debtor. Payment of the Cure Costs shall (i) to the extent necessary, cure or provide adequate assurance of cure, within the meaning of sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code, and (ii) to the extent necessary, provide compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof with respect to the Assumed Contracts, including without limitation any franchise agreements and railroad related agreements, within the meaning of sections 365(b)(1)(B) and 365(f)(2)(A) of the Bankruptcy Code. The Purchaser's financial wherewithal to consummate the transactions contemplated by the PSA and the evidence presented at the Sale Hearing demonstrating the Purchaser's ability to perform the obligations under the Assumed Contracts after the Closing Date shall constitute adequate assurance of future performance within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable), and 365(f)(2)(B) of the Bankruptcy Code.

T. All objections to the assumption and assignment of any of the Assumed Contracts by the Purchaser in accordance with the PSA are hereby overruled. To the extent that any counterparty failed to timely object to the proposed Cure Costs by the Cure Objection Deadline,

such counterparty is deemed to have consented to such Cure Costs and the assumption and assignment of its respective Assumed Contract(s) to the Purchaser in accordance with the PSA.

U. **Compelling Circumstances for Immediate Sale**. To maximize the value of the Property for the benefit of the Debtor, its estate, and creditors, it is essential that the transactions contemplated by the PSA including, without limitation, the Sale Transaction and the assumption and assignment of the Assumed Contracts occur within the time constraints set forth in the PSA. Time is of the essence in consummating the transactions contemplated by the PSA including, without limitation, the Sale Transaction and the assumption and assignment of the Assumed Contracts.

V. The Debtor has demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the approval and consummation of the transactions contemplated by the PSA and this Sale Order including, without limitation, the Sale Transaction and the assumption and assignment of the Assumed Contracts outside of a chapter 11 plan because, among other things, the Debtor's estate will suffer irreparable harm if the relief requested in the Motion is not granted. The transactions contemplated by the PSA and this Sale Order including, without limitation, the Sale Transaction and the assumption and assignment of the Assumed Contracts neither impermissibly restructure the rights of the Debtor' creditors nor impermissibly dictate the terms of a chapter 11 plan for the Debtor, and, therefore, do not constitute a *sub rosa* plan.

NOW, THEREFORE, IT IS ORDERED, DECREED AND ADJUDGED THAT:

1. **The Sale Transaction is Approved**. The Sale Transaction contemplated by the PSA is hereby APPROVED as set forth herein.

2. **Objections Overruled**. Any objections to the entry of this Sale Order or the relief granted herein and requested in the Motion that have not been withdrawn, waived, or settled as announced to the Court at the Sale Hearing (the full record of which is incorporated herein by reference), by stipulation filed with the Court, or by representation by the Debtor in a separate pleading, and all reservations of rights included therein, if any, are hereby denied and overruled on the merits with prejudice.

3. **Approval**. The PSA, and all other agreements, documents and instruments deliverable thereunder or attached thereto or referenced therein (collectively, the "Transaction Documents"), and all of the terms and conditions thereof are hereby approved in all respects subject to the terms hereof. Pursuant to sections 363(b) and 363(f) of the Bankruptcy Code, the Debtor is hereby authorized to (a) execute any Transaction Documents or additional instruments or documents that may be reasonably necessary or appropriate to implement the PSA, the Sale Transaction, and the transactions contemplated thereby, (b) consummate the Sale Transaction in accordance with the terms and conditions of the PSA, and (c) execute and deliver, perform under, consummate, implement, and close fully the transactions contemplated by the PSA, including the assumption and assignment to the Purchaser (in accordance with the PSA) of the Assumed Contracts, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the PSA, the Sale Transaction, and this Sale Order. The Purchaser shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the PSA or any other Transaction Document; *provided*, that prior to the enforcement of any remedy that would relate to taking custody or possession of any property of the Debtor's estate, the Purchaser shall provide five (5) business days' advance notice to the Debtor and the Committee. The automatic stay imposed by

section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the preceding sentence and the other provisions of this Sale Order; *provided, however*, that this Court retains exclusive jurisdiction over any and all disputes with respect thereto.

4. Each and every federal, state, local, or foreign government or governmental or regulatory authority, agency, board, bureau, commission, court, department, or other governmental entity is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the PSA or the Transaction Documents.

5. This Sale Order shall be binding in all respects upon the Debtor, its estate, all creditors of, and holders of equity interests in, the Debtor, any counterparty to an Assumed Contract, any holders of Claims, Encumbrances or other interests in, against, or on all or any portion of the Property (whether known or unknown), the Purchaser, and all successors and assigns of the Purchaser, the Property, and any trustees, if any, subsequently appointed in this Chapter 11 Case or upon a conversion to chapter 7 under the Bankruptcy Code of this Chapter 11 Case. This Sale Order and the PSA shall inure to the benefit of the Debtor, its estate and creditors, the Committee, the Purchaser, and the respective successors and assigns of each of the foregoing.

6. **Transfer of Property Free and Clear of Claims and Encumbrances**. Pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code, the Debtor is authorized to transfer the Property to the Purchaser in accordance with the PSA, and such transfer shall constitute a legal, valid, binding, and effective transfer of such Property and shall vest the Purchaser with title in and to the Property and the Purchaser shall take title to and possession of the Property free and clear of all Claims, Encumbrances and other interests of any kind or nature whatsoever (other than

Permitted Exceptions) including, but not limited to, successor or successor-in-interest liability and Claims in respect of the Excluded Liabilities.

7. **Preservation of Certain Claims and Causes of Action.** Consistent with the Bidding Procedures Order and notwithstanding anything to the contrary in the PSA, this Sale Order does not authorize the sale or assignment to Purchaser of any non-in rem causes of action in connection with the PSA. For the avoidance of doubt, any claims and causes of action the Debtor may have against insiders as well as claims and causes of action under chapter 5 of the Bankruptcy Code are preserved for the benefit of the Debtor's estate.

8. **No Modification of the Portfolio Sale Settlement.** Notwithstanding anything else in this Sale Order, nothing herein or in the PSA modifies or alters the rights, claims, or defenses of the Debtor, the Purchaser, the Prepetition Secured Parties, or the Committee related to the Portfolio Sale Settlement or the Portfolio Sale Settlement Approval Order, and all such rights, claims, and defenses are expressly preserved, including without limitation the rights, claims, and defenses of the Committee under paragraph 5 of the Portfolio Sale Settlement Approval Order.

9. Unless otherwise expressly included in the definition of "Permitted Exceptions" in the PSA, the Purchaser shall not be responsible for any Claims, Encumbrances or other interests, including, without limitation, in respect of the following: (a) any labor or employment agreements; (b) any mortgages, deeds of trust, and security interests; (c) any pension, welfare, compensation, or other employee benefit plans, agreements, practices, and programs including, without limitation, any pension plan of the Debtor; (d) any other employee, worker's compensation, occupational disease, or unemployment or temporary disability related claim, including, without limitation, claims that might otherwise arise under or pursuant to (i) the Employee Retirement Income Security Act, as amended, (ii) the Fair Labor Standards Act, (iii) Title VII of the Civil

Rights Act of 1964, (iv) the Federal Rehabilitation Act of 1973, (v) the National Labor Relations Act, (vi) the Age Discrimination in Employment Act, as amended, (vii) the Americans with Disabilities Act, (viii) the Family Medical Leave Act, (ix) the Labor Management Relations Act, (x) the Multiemployer Pension Protection Act, (xi) the Pension Protection Act, (xii) the Consolidated Omnibus Budget Reconciliation Act of 1985, (xiii) the Comprehensive Environmental Response Compensation and Liability Act, (xiv) state discrimination laws, (xv) state unemployment compensation laws or any other similar state laws, or (xvi) any other state or federal benefits or claims relating to any employment with the Debtor or any of its respective predecessors; (e) any bulk sales or similar law; (f) any tax statutes or ordinances including, without limitation, the Internal Revenue Code of 1986, as amended, or any state or local tax laws including without limitation any withholding imposed or applied in connection therewith; (g) any escheat or unclaimed property laws; (h) to the extent not included in the foregoing, any of the Excluded Liabilities under the PSA; (i) all other Claims, Encumbrances or other interests arising in any way in connection with any agreements, acts, or failures to act, of any of the Debtor or any of the Debtor's predecessors or affiliates, whether known or unknown, contingent or otherwise, whether arising prior to or subsequent to the commencement of this Chapter 11 Case, and whether imposed by agreement, understanding, law, equity or otherwise, including, without limitation, Claims otherwise arising under federal or state tax laws or doctrines; (j) any theories of successor or transferee liability; and (k) that certain right of first refusal embodied in that certain General Warranty Deed dated November 25, 2008 (the "Virginia ROFR") and recorded in the real-property records of the County of Alleghany, Virginia, as Instrument No. 080002965 regarding the Virginia Property.[4]

[4] "Virginia Property" means all of that certain piece, parcel, or tract of land situated, lying, and being in the Jackson River Magisterial District of Alleghany County, Virginia, more particularly described as 'Parcel B' containing

10. All persons and entities that are in possession of some or all of the Property on the Closing Date are directed to surrender possession of such Property to the Purchaser in accordance with the PSA on the Closing Date or at such time thereafter as the Purchaser may request. On the Closing Date, each of the Debtor's creditors is authorized and directed to execute such documents and take all other actions as may be reasonably necessary to release its Claims, Encumbrances or other interests in the Property, if any, other than Permitted Exceptions, as such Encumbrances may have been recorded or may otherwise exist.

11. If any person or entity that has filed statements or other documents or agreements evidencing Claims or Encumbrances (other than Permitted Exceptions) on, against, or in, all or any portion of the Property (other than statements or documents with respect to the Permitted Exceptions) shall not have delivered to the Debtor prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of such Claims, Encumbrances or other interests that the person or entity has or may assert with respect to all or any portion of the Property, the Debtor is hereby authorized, and the Purchaser is hereby authorized, to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to the Property and otherwise seek relief from the Court pursuant to this Sale Order, if necessary. The Debtor and its representatives shall promptly execute any documents reasonably requested by Purchaser in order to timely effectuate the sale contemplated herein.

1.000 acre, more or less shown on the survey entitled, 'Division Survey for Krishnamurthy Sankaranarayanan' dated July 16, 2008, prepared by Vess Surveying, Inc., recorded on November 21, 2008, in the Clerk's Office of the Circuit Court of Alleghany County as Instrument No. 080002922 in Plat Book 30 at Page 842; and being a portion of the property conveyed to Krishnamurthy Sankaranarayanan by deed dated June 28, 1979, from Cities Service Company of record in the Clerk's Office of the Circuit Court of Alleghany County in Deed Book 235 at Page 820.

12. On the Closing Date, this Sale Order shall be construed as and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer to the Purchaser of the Debtor's interests in the Property. This Sale Order is and shall be immediately effective as a determination that, on the Closing Date, all Claims, Encumbrances or other interests of any kind or nature whatsoever existing as to the Property prior to the Closing Date (other than the Permitted Exceptions) shall have been unconditionally released, discharged, and terminated, and that the conveyances described herein have been effected. No further order of this Court is needed in this regard. This Sale Order shall be binding upon and govern the acts of all persons and entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease, and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the PSA. A certified copy of this Sale Order may be filed with the appropriate clerk and/or recorded with the recorder to act to cancel any Claims, Encumbrances and other interests of record other than Permitted Exceptions.

13. **Prohibition of Actions Against the Purchaser**. Except for the Permitted Exceptions and subject to the Portfolio Sale Settlement Approval Order, the Purchaser shall not have any liability or other obligation of the Debtor arising under or related to any of the Property or otherwise, including, but not limited to, any liability for any Claims or Encumbrances (other

than Permitted Exceptions), whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtor or any obligations of the Debtor including, but not limited to, liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Debtor's business prior to the Closing Date.

14. Except as otherwise expressly provided for in this Sale Order or the PSA, all persons and entities including, but not limited to, all debt holders, equity security holders, governmental, tax, and regulatory authorities, lenders, trade creditors, litigation claimants, counterparties to any Assumed Contracts, and other creditors, holding Claims, Encumbrances or other interests of any kind or nature whatsoever against or in all or any portion of the Property (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinate) arising under or out of, in connection with, or in any way relating to the Debtor, the Property, the operation of the Debtor's business prior to the Closing Date, or the transfer of the Property to the Purchaser in accordance with the PSA are hereby forever barred, estopped, and permanently enjoined from asserting against the Purchaser, its successors or assigns, its property or the Property such persons' or entities' Claims or Encumbrances in, on, or to the Property including, without limitation, the following actions: (a) commencing or continuing in any manner any action or other proceeding against the Purchaser, its successors, assets, or properties; (b) enforcing, attaching, collecting, or recovering, in any manner, any judgment, award, decree, or order against the Purchaser, its successors, or their assets or properties; (c) creating, perfecting, or enforcing any Claim, Encumbrance or other interest against the Purchaser, its successors, their assets, or their properties; (d) asserting any setoff, right of subrogation, or recoupment of any kind against any obligation due to the Purchaser or its

successors; (e) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Sale Order or other orders of the Court, or the agreements or actions contemplated or taken in respect thereof; or (f) revoking, terminating, or failing or refusing to transfer or renew any license, permit, or authorization to operate any of the Property or conduct any of the businesses operated with the Property.

15. To the greatest extent available under applicable law, the Purchaser shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of the Debtor with respect to the Property to the extent transferred in the PSA, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been transferred to the Purchaser as of the Closing Date.

16. No governmental unit (as defined in Bankruptcy Code section 101(27)) or any representative thereof may deny, revoke, suspend or refuse to renew any permit, license or similar grant relating to the operation of the Property on account of the filing or pendency of this Chapter 11 Case or the consummation of the Sale Transaction to the extent that any such action by a governmental unit or any representative thereof would violate Bankruptcy Code section 525.

17. All persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtor to sell and transfer the Property to the Purchaser in accordance with the terms of the PSA and this Sale Order.

18. The Purchaser has given substantial consideration under the PSA, the Portfolio Sale Settlement, the Portfolio Sale Settlement Approval Order, and this Sale Order for the benefit of the Debtor, its estate, and its creditors. The consideration given by the Purchaser shall constitute valid and valuable consideration for the releases of any potential Claims and Encumbrances against

the Property pursuant to this Sale Order, which releases shall be deemed to have been given by all holders of Claims, Encumbrances or liens against or interests in, any of the Debtor or any of the Property, other than with respect to the Permitted Exceptions. The consideration provided by the Purchaser for the Property under the PSA is fair and reasonable and may not be avoided under section 363(n) of the Bankruptcy Code. The Purchaser is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code and as such is entitled to the full protections of Section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale Transaction shall not affect the validity of the Sale Transaction (including the assumption and assignment of the Assigned Contracts), unless such authorization and such Sale Transaction are duly stayed pending such appeal.

19. None of the Purchaser or its affiliates, successors, assigns, equity holders, employees or professionals shall have or incur any liability to, or be subject to any action by any of the Debtor or any of its estate, predecessors, successors or assigns, arising out of the negotiation, investigation, preparation, execution, delivery of the PSA and the entry into and consummation of the sale of the Property, except as expressly provided in the PSA and this Sale Order.

20. No bulk sales law or similar law of any state or other jurisdiction shall apply in any way to the transactions with the Debtor that are approved by this Sale Order including, without limitation, the PSA and the Sale Transaction.

21. **Assumption and Assignment of Contracts.** The Debtor is hereby authorized, in accordance with sections 105(a) and 365 of the Bankruptcy Code, to (a) assume and assign to the Purchaser, in accordance with the PSA, effective upon the Closing Date, the Assumed Contracts free and clear of all Claims, Encumbrances and other interests of any kind or nature whatsoever (other than the Permitted Exceptions) and (b) execute and deliver to the Purchaser such documents

or other instruments as the Purchaser deems may be reasonably necessary to assign and transfer the Assumed Contracts to the Purchaser in accordance with the PSA.

22. With respect to the Assumed Contracts: (a) each Assumed Contract is an executory contract or unexpired lease under section 365 of the Bankruptcy Code; (b) the Debtor may assume each of the Assumed Contracts in accordance with section 365 of the Bankruptcy Code; (c) the Debtor may assign each Assumed Contract in accordance with sections 363 and 365 of the Bankruptcy Code, and any provisions in any Assumed Contract that prohibit or condition the assignment of such Assumed Contract or allow the party to such Assumed Contract to terminate, recapture, impose any penalty, condition, renewal, or extension, or modify any term or condition upon the assignment of such Assumed Contract, constitute unenforceable anti-assignment provisions which are void and of no force and effect; (d) all other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtor and assignment to the Purchaser of each Assumed Contract, in accordance with the PSA, have been satisfied; (e) the Assumed Contracts shall be transferred and assigned to, and following the Closing Date, remain in full force and effect for the benefit of the Purchaser in accordance with the PSA, notwithstanding any provision in any such Assumed Contract (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to section 365(k) of the Bankruptcy Code, the Debtor shall be relieved from any further liability with respect to the Assumed Contracts after such assignment to and assumption by the Purchaser in accordance with the PSA; (f) the Purchaser, in accordance with the PSA, shall pay all Cure Costs related to the Assumed Contracts; and (g) upon the Closing Date, in accordance with sections 363 and 365 of the Bankruptcy Code, the

Purchaser shall be fully and irrevocably vested in all right, title, and interest of each Assumed Contracts.

23. All defaults (monetary or non-monetary) or other obligations of the Debtor under the Assumed Contracts arising or accruing prior to the Closing Date (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be cured on the Closing Date or promptly thereafter by payment of the Cure Costs in accordance with the PSA. To the extent that any counterparty to an Assumed Contract did not or does not object to its Cure Cost by the Cure Objection Deadline, such counterparty is deemed to have consented to such Cure Cost and the assumption and assignment of its respective Assumed Contract(s) to the Purchaser in accordance with the PSA.

24. Unless otherwise represented by the Debtor in a separate pleading, in open court at the Sale Hearing, or pursuant to a contract or lease amendment entered into by the Debtor, the Purchaser, and the appropriate contract or lessor counterparty (any such amendment being deemed approved by this Sale Order), the Assumption Notice reflects the sole amounts necessary under section 365(b) of the Bankruptcy Code to cure all defaults under the Assumed Contracts, and no other amounts or actions are or shall be due in connection with the assumption by the Debtor and the assignment to the Purchaser of the Assumed Contracts in accordance with the PSA.

25. Upon the Debtor's assignment of the Assumed Contracts to the Purchaser under the provisions of this Sale Order and any additional orders of this Court and payment of any Cure Costs by the Purchaser, no default shall exist under any Assumed Contract, and no counterparty to any Assumed Contract shall be permitted (a) to declare a default by the Purchaser under such Assumed Contract or (b) otherwise take action against the Purchaser as a result of Debtor's financial condition, bankruptcy, or failure to perform any of its obligations under the relevant

Assumed Contract. Each non-Debtor party to an Assumed Contract is hereby also forever barred, estopped, and permanently enjoined from (i) asserting against the Debtor or the Purchaser, or the property of either of them, any default or claim arising out of any indemnity obligation or warranties for acts or occurrences arising prior to or existing as of the Closing or, against the Purchaser, any counterclaim, defense, setoff, recoupment, or any other Claim asserted or assertable against the Debtor, and (ii) imposing or charging against the Purchaser any rent accelerations, assignment fees, increases, or any other fees as a result of the Debtor's assumption and assignment to the Purchaser of any Assumed Contract in accordance with the PSA; provided, however, that this Sale Order shall not be deemed to excuse Purchaser from any obligations to provide insurance coverage under an Assumed Contract. The validity of such assumption and assignment of each Assumed Contract shall not be affected by any dispute between the Debtor and any non-Debtor party to an Assumed Contract relating to such contract's respective Cure Costs. Notwithstanding the foregoing or anything else in this Sale Order, (i) assumption and assignment issues related to the franchise agreements shall be governed by the Stipulation between the Purchaser and the Franchisor; and (ii) nothing in this Sale Order will invalidate or otherwise limit insurance coverage as to indemnification obligations and otherwise related to the Property.

26. Except as provided in the PSA or this Sale Order, after the Closing Date, the Debtor and its estate shall have no further liabilities or obligations with respect to any of the Assumed Contracts, and all holders of Claims, Encumbrances, liens, claims, and interests are forever barred and estopped from asserting such Claims against the Debtor, its successors or assigns, its property, or their assets or estates. The failure of the Debtor or the Purchaser to enforce at any time one or more terms or conditions of any Assumed Contract shall not be a waiver of such terms or

conditions, or of the Debtor's and the Purchaser's rights to enforce every term and condition of the Assumed Contracts.

27. The Purchaser has demonstrated adequate assurance of future performance under the relevant Assumed Contracts within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable), and 365(f)(2)(B) of the Bankruptcy Code.

28. **Texas Taxing Authorities**. Notwithstanding anything to the contrary contained herein or in the PSA, all valid liens, Claims, and Encumbrances of the Texas Taxing Authorities[5] securing payment of the 2025 ad-valorem taxes with respect to the Property that are not satisfied or paid in full on the Closing Date (the "2025 Texas Ad-Valorem Taxes" and the Texas Taxing Authorities' liens, Claims, and Encumbrances securing payment of such 2025 Texas Ad-Valorem Taxes, the "2025 Texas Ad-Valorem Tax Liens") shall be the responsibility, obligation, and liability of the Purchaser and the 2025 Ad-Valorem Tax Liens shall continue to encumber the Property with the same priority and validity and to the same extent such liens existed prior to the Closing Date, in accordance with applicable nonbankruptcy law until the 2025 Texas Ad-Valorem Taxes are paid in full.

29. **Back-Up Purchaser**. Pursuant to the Bidding Procedures and the Bidding Procedures Order, the Debtor has designated AHIP as the Back-Up Bidder pursuant to the provisions of the Bidding Procedures Order. In the event that Purchaser cannot or refuses to consummate the Sale Transaction, in accordance with the terms of the PSA and this Sale Order, the Back-Up Bidder, in its capacity as the Back-Up Purchaser under the Back-Up PSA, will be deemed the new Purchaser, and the Debtor may consummate the Sale Transaction with the Back-

[5] "Texas Taxing Authorities" means, collectively, Reeves County, Reeves County Tax Districts (the Town of Pecos, Reeves County Hospital District, Reeves County GWCD, ESD #1, ESD#2, Pecos-Barstow-Toyah ISD), Brewster County, Alpine Independent School District, Big Bend Regional Hospital District, and the City of Alpine.

Up Purchaser without further order of the Court on the terms set forth in the Back-Up PSA. The Debtor will file a fully-executed copy of the Back-Up PSA on the docket in this Chapter 11 Case prior to consummating the Sale Transaction with the Back-Up Purchaser.

30. **Failure to Specify Provisions**. The failure to specifically include any particular provisions of the PSA in this Sale Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the PSA be authorized and approved in its entirety; *provided*, *however*, that this Sale Order shall govern if there is any inconsistency between the PSA (including all ancillary documents executed in connection therewith, including, for the avoidance of doubt, the Transaction Documents) and this Sale Order. All of the provisions of this Sale Order are nonseverable and mutually dependent. To the extent that this Sale Order is inconsistent with any prior order or pleading with respect to the Motion in this Chapter 11 Case, the terms of this Sale Order shall control.

31. **Non-Material Modifications**. The PSA and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto, in a writing signed by such parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtor's estate. For the avoidance of doubt, any references herein to the PSA shall include any modifications to the PSA as provided herein.

32. After the Closing Date, (i) the Debtor shall receive in trust and remit any payment or revenue received by the Debtor that belongs to the Purchaser pursuant to the terms of the PSA to the Purchaser within five (5) business day of the Debtor's receipt thereof and, prior to such transmission, such payments shall be held by Debtor in trust for Purchaser; and (ii) the Purchaser shall receive in trust and remit any payment or revenue received by the Purchaser that belongs to

the Debtor pursuant to the terms of the PSA to the Debtor within five (5) business day of the Purchaser's receipt thereof and, prior to such transmission, such payments shall be held by Purchaser in trust for the Debtor.

33. **Amounts Payable by Debtor.** Any amounts payable by the Debtor under the agreements or any of the documents, including, but not limited to, the Transaction Documents, delivered by the Debtor in connection with the PSA or this Sale Order shall be paid by the Debtor in the manner provided in the PSA, without further order of this Court.

34. **Subsequent Plan Provisions**. Nothing contained in any chapter 11 plan confirmed in this Chapter 11 Case or any order confirming any such plan or in any other order in this Chapter 11 Case (including any order entered after any conversion of any of these cases to a case under chapter 7 of the Bankruptcy Code) or any related proceeding subsequent to entry of this Sale Order shall alter, conflict with, or derogate from, the provisions of the PSA or this Sale Order.

35. **Privilege**. Notwithstanding anything to the contrary in the PSA or this Sale Order, the Debtor's privileges (each a "Privilege"), including, but not limited to, corporate privileges, confidential information, work product protections, attorney-client privileges, and other immunities or protections, are Excluded Property under the PSA and shall remain with the Debtor and its successors.

36. **Access to Books and Records**. Notwithstanding anything to the contrary in the PSA or this Sale Order, the Purchaser shall permit at the Permitted Parties' expense, for a period of not less than three (3) years after the Closing Date, the Debtor and its professionals and any direct or indirect successors to any of the foregoing, including, without limitation, any plan administrator appointed in connection with the Plan (collectively, the "Permitted Parties"), reasonable access, during normal business hours in a manner that does not unreasonably interfere

with the conduct of Purchaser's business, to all books and records of the Debtor that are Property relating to the Debtor's operations prior to the Closing Date and are in the Purchaser's (or any affiliate's, agent's or affiliate's agent's) possession or control (collectively, the "Business Records") for the purposes of (a) pursuing, assessing, settling, or otherwise dealing with any assets or liabilities that are excluded from the Sale Transaction; (b) pursuing, assessing, defending, settling, or otherwise dealing with (including, without limitation, exercising rights and remedies with respect to) any claim, action, or cause of action (including, without limitation, any objection or motion) that any Permitted Party has a right to pursue (excluding claims, actions or causes of action against Purchaser or its affiliates); (c) assisting any one or more of the Permitted Parties in connection with or otherwise relating to the claims reconciliation process relating to the Debtor (including, without limitation, with respect to claims against any person), including, without limitation, assessing, resolving, settling, and/or otherwise dealing with priority and administrative claims and any general unsecured claims that accrue prior to the closing of the Sale Transaction; and (d) without limiting the generality of the preceding clauses (a) through (c), otherwise administering the Debtor's estate (including, without limitation, the pursuit of confirmation of the Plan, and compliance with any subpoena, document request, or order of any court compelling any Permitted Party to produce documents to third parties, winding down the Debtor's estate, preparing or filing tax returns, and causing audits to be performed) and/or for any other reasonable purpose. The right of reasonable access for the Permitted Parties shall include, without limitation, (a) the right of such Permitted Party to copy at a location and at a time convenient for, and agreed by, the Purchaser, at such Permitted Party's expense, such documents and records as they may request in furtherance of any of the purposes referred to in this Sale Order and (b) the Purchaser's copying and delivering, at the Permitted Party's expense, to such Permitted Party such documents and

records as may be requested, but only to the extent such Permitted Party furnishes the Purchaser with a reasonable written description of the material to be copied and reasonable notice of the request. Unless otherwise consented to in writing by the Permitted Parties, the Purchaser shall not dispose of or destroy any of the Business Records before the third (3rd) anniversary of the Closing Date.

37. **Cooperation**. The Purchaser shall reasonably cooperate with the Debtor and its successors and provide access to documents and information required for the administration of this Chapter 11 Case and wind-down of the Debtor.

38. **Survival**. The terms and provisions of this Sale Order and the terms and provisions of the PSA and any actions taken pursuant hereto or thereto as of the date of the entry of this Sale Order shall survive the entry of any order that may be entered including, without limitation, converting this Chapter 11 Case from chapter 11 to chapter 7 or dismissing the Debtor's Chapter 11 Case, and the terms and provisions of the PSA, as well as the rights and interests granted pursuant to this Sale Order and the PSA shall continue in these or any superseding cases and shall be binding upon the Debtor and all other parties and their respective successors and permitted assigns, including any trustee, examiner, party, entity, or other fiduciary hereafter appointed as a legal representative of the Debtor under chapter 7 or chapter 11 of the Bankruptcy Code.

39. **No Stay of Order**. Notwithstanding the provisions of Bankruptcy Rules 3020(e), 6004(h), 6006(d) or 7062, this Sale Order shall not be stayed for fourteen (14) days after the entry hereof, but shall be effective and enforceable immediately upon issuance hereof and shall be final and non-appealable immediately upon its entry. Time is of the essence in closing the transactions referenced herein, and the Debtor and the Purchaser intend to close the Sale Transaction as soon as practicable.

40. **Calculation of Time.** All time periods set forth in this Sale Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

41. **Further Assurances**. From time to time, as and when requested by any party, each party shall execute and deliver, or cause to be executed and delivered, all instruments and certificates (including deeds, bills of sale, instruments of conveyance, powers of attorney, assignments, assumptions and assurances), and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by the PSA, including such actions as may be necessary to vest, perfect, or confirm, of record or otherwise, in the Purchaser its right, title, and interest in and to the Property.

42. **Retention of Jurisdiction**. This Court retains exclusive jurisdiction over all matters arising out of, or relating to, this Chapter 11 Case pursuant to section 105(a) of the Bankruptcy Code, including jurisdiction to interpret, implement, and enforce the terms and provisions of this Sale Order and the PSA, all amendments to any of the foregoing, and any waivers and consents thereunder, and each of the agreements executed in connection therewith to which any Debtor is a party or which has been assigned by the Debtor to the Purchaser in accordance with the PSA, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale Transaction, including, but not limited to, retaining jurisdiction to (a) interpret, implement, and enforce the provisions of this Sale Order and the PSA, (b) adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale Transaction, (c) protect the Purchaser against any Claims, Encumbrances or other interests in the Debtor or the Property of any kind or nature whatsoever, and (d) enter any orders under section 363 or 365 of the Bankruptcy Code with respect to the Assumed Contracts.

43. The requirements set forth in Bankruptcy Rule 6004(a) are hereby waived.

44. The Debtor are authorized to take all actions necessary or appropriate to implement the relief granted in this Sale Order in accordance with the Motion.

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Dated: October 20, 2025

Respectfully submitted,

/s/ Jonathan A. Margolies

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EXHIBIT A

PSA

PURCHASE AND SALE AGREEMENT

dated as of September 25, 2025

by and between

Lodging Enterprises, LLC, a Delaware limited liability company,

as Seller,

and

Wilmington Trust, National Association, as Trustee for the Benefit of the Registered Holders of UBS Commercial Mortgage Trust 2019-C18, Commercial Mortgage Pass-Through Certificates, Series 2019-C18, and in its Capacity as Lead Securitization Note Holder, and on Behalf of the Related Serviced Companion Noteholders, Acting by and Through Rialto Capital Advisors, LLC (in its Capacity as Special Servicer),

as Purchaser

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is dated as of September 25, 2025 (the "Effective Date"), by and between **LODGING ENTERPRISES, LLC**, a Delaware limited liability company ("Seller"), and Wilmington Trust, National Association, as trustee for the benefit of the registered holders of UBS Commercial Mortgage Trust 2019-C18, Commercial Mortgage Pass-Through Certificates, Series 2019-C18, and in its capacity as Lead Securitization Note Holder, and on behalf of the Related Serviced Companion Noteholders, acting by and through Rialto Capital Advisors, LLC (in its capacity as Special Servicer), ("Purchaser"). Seller and Purchaser are sometimes referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used but not defined herein shall have the meaning set forth on Appendix A hereto.

RECITALS:

WHEREAS, Seller is the owner of those certain rail and economy lodging, select-service hotels, associated dining facilities and related assets listed on Schedule 1 attached hereto (individually, a "Hotel," and collectively, the "Hotels"), along with certain related dedicated rail lodging facility agreements and franchise agreements;

WHEREAS, Seller has commenced a case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), 11 U.S.C. §§ 101-1532 in the United States Bankruptcy Court for the District of Kansas, Topeka Division (the "Bankruptcy Court") styled *In re Lodging Enterprises, LLC*, Case No. 24-40423 (Bankr. D. Kan.) (the "Chapter 11 Case");

WHEREAS, Seller will seek the entry of an order of the Bankruptcy Court (the "Approval Order") that (i) approves the sale of the Property to Purchaser on the terms and conditions set forth in this Agreement and authorizes Seller to consummate the sale of the Property to Purchaser on the terms and conditions set forth in this Agreement, (ii) includes a specific finding that Purchaser is a good-faith purchaser within the meaning of Section 363(m) of the Bankruptcy Code and is entitled to the protections of Section 363(m) of the Bankruptcy Code, (iii) states that the sale of the Property to Purchaser shall be free and clear, within the meaning of Section 363(f) of the Bankruptcy Code, of all Encumbrances (other than Permitted Exceptions), and (iv) approves Seller's assumption and assignment of the Assumed Contracts to Purchaser, as provided therein;

WHEREAS, Seller desires to sell, and Purchaser desires to purchase, the Property, in exchange for the Purchase Price as provided for in this Agreement pursuant and subject to the terms and conditions set forth herein and in accordance with and subject to the Approval Order, pursuant to Sections 105, 363, 365, 503 and 507 of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants, conditions and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1

PURCHASE AND SALE

1.1 Purchase and Sale. Pursuant to Sections 105, 363, 365, 503 and 507 of the Bankruptcy Code and subject to the terms and conditions set forth in this Agreement and the Approval Order, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, all of the following items (collectively, the "Property"):

(a) Seller's right, title and interest in and to the land described on Exhibit A hereto with all rights, privileges and easements appurtenant thereto (collectively, the "Real Property");

(b) Seller's right, title, and interest in and to all buildings, improvements, and other items of real estate located on the Real Property, including, without limitation, the Hotels (collectively, the "Improvements," and together with the Real Property, the "Premises");

(c) Seller's right, title, and interest in and to all of the following (collectively, the "Personal Property"):

(i) items of tangible personal property consisting of all furniture, fixtures, equipment, machinery, and other tangible personal property located at the Premises and owned by Seller as of the Closing Date, including all inventories of food and beverage in opened containers and all in-use or stock of linens, china, glassware, silver, uniforms, towels, paper goods, stationery, soaps, cleaning supplies and the like with respect to each Hotel on hand as of the Closing Date, but specifically *excluding* (x) any and all tangible or intangible personal property and/or trade fixtures owned or leased by licensees, guests, or employees of Seller, Seller's existing hotel brand franchisor ("Existing Franchisor"), or Hotel Manager or any of their respective Affiliates as described on Schedule 1.1(c) hereto, and (y) any and all cash-on-hand, FF&E and other reserves pledged as collateral to Seller's existing lender, and petty cash funds; and

(ii) to the extent assignable at no cost or expense to Seller, including pursuant to Section 365 of the Bankruptcy Code, all intangible personal property owned or possessed by Seller and used exclusively in connection with the ownership or operation of the Hotels (and not in connection with any other hotel or property), including, without limitation, (1) utility and development rights and privileges, (2) restaurant names and other trade names, including the "Penny's Diner" registered trademark and general intangibles pertaining to the Real Property and the Personal Property related to the Hotels (e.g., phone numbers, internet addresses and domain names), (3) the share of the final night's room revenue for the Hotels of registered guests (who have not checked out and who were occupying rooms as of the Adjustment Point), including any sales taxes, room taxes or other taxes thereon (the "Rooms Ledger") determined pursuant to Article 3, (4) reservations and agreements made or entered into prior to Closing for rooms or other services to be provided on or after the Closing Date at or by the Hotels (the "Advance Bookings"), and (5) all licenses, permits, concessions and approvals required by any Governmental Authority, or otherwise appropriate with respect to the construction, ownership, operation, leasing, maintenance, or use of the Property or any part thereof (the "Authorizations"), but specifically excluding any proprietary information concerning Seller, Hotel Manager or any of

their respective Affiliates or their properties or other assets (e.g., sales training manuals and interfacing software), and any software licenses for business center computers;

(d) Seller's interest, if any, (i) as lessee pursuant to all leases of real property that are in effect on the Closing Date, and (ii) as lessor pursuant to all leases, concessions, license agreements, and occupancy agreements with respect to the Property under which any tenants (other than registered guests) or concessionaires occupy space at the Property (collectively, the "Leases") (but excluding those leases that Purchaser timely "rejects" pursuant to, and to the extent permitted under, Section 5.3), in each case, (x) to the extent assignable or transferable at no cost or expense to Seller, including pursuant to Section 365 of the Bankruptcy Code, and, if consent is required, to the extent such consent is obtained, and (y) to the extent Seller has not terminated such Contract as provided in Section 5.3;

(e) Seller's right, title, and interest, if any, in (i) the lodging facility agreements in respect of the Hotels between Seller and various railroads for the provision of rail crew lodging services at the Hotels (the "Rail Contracts"), (ii) all leases, and any amendments thereto, of personal property located at, or used in the operation of, the Property (the "Equipment Leases") to which Seller is a party, or entered into on behalf of Seller, and (iii) all written service, supply, trash removal, maintenance, construction, capital improvement, advertising, and other similar contracts in effect with respect to the Property related to the construction, operation, or maintenance of the Property, (together with the Rail Contracts and the Equipment Leases, collectively, the "Contracts") (but excluding those contracts that Purchaser timely "rejects" pursuant to, and to the extent permitted under, Section 5.3), in each case, (x) to the extent assignable or transferable at no cost or expense to Seller, including pursuant to Section 365 of the Bankruptcy Code, and, if consent is required, to the extent such consent is obtained, (y) to the extent Seller has not terminated such Contract as provided in Section 5.3, and (z) specifically excluding any management agreements, hotel franchise agreements and trademark agreements. With respect to each Contract assigned to the Purchaser on the Closing Date, Purchaser shall satisfy on the Closing Date, any liabilities thereunder (other than curing all defaults or failures to comply with provisions thereunder that may not be cured by the mere payment of money) accruing or arising at any time prior to the Closing Date, or arising from or relating to any act, event or occurrence prior to the Closing Date that are required to be paid pursuant to Section 365 of the Bankruptcy Code in order to assume and assign the Contracts to the Purchaser (collectively, "Cure Costs"). Purchaser acknowledges and agrees that the Purchase Price does not include the amount of Cure Costs, which shall be paid by Purchaser as and to the extent set forth in this Agreement.

(f) Notwithstanding anything contained in this Section 1.1 to the contrary, the following is specifically *excluded* from the Property, and none of the following shall be transferred to Purchaser: (a) cash, and cash equivalents, whether held by or for Seller in bank accounts and invested with financial or other institutions, (b) reserve balances of accounts maintained by or for the benefit of the Seller pursuant to Seller's financing documents, (c) any credit card merchant numbers of Seller, (d) any insurance policies related to the Property including, without limitation, general liability, operational liability, business interruption, fire and casualty policies (other than proceeds and claims thereunder, which will be remitted to Purchaser except to the extent such proceeds have been expended by Seller or apply to liabilities incurred prior to Closing which Seller remains liable for, contingent or otherwise), and officers and directors' liability policies, (e) any asset management services provided for the benefit of Seller or the Property by any Affiliate of

Seller, (f) any refunds (including, without limitation, refunds of real estate taxes) attributable to the period prior to the Closing Date, (g) the items described in subsections (x) and (y) of Section 1.1(c)(i), (h) books and records belonging to the Hotel Manager or Existing Franchisor and/or including any confidential personnel records of the employees of the Property (e.g., evaluations, write-ups and other subjective materials, medical records, etc.), and (i) any other item expressly excluded from the transactions contemplated herein as provided in this Agreement (collectively, the "Excluded Property").

1.2 Condition of the Property; No Representations; Waiver and Release.

(a) **PURCHASER ACKNOWLEDGES AND AGREES THAT THE HOTELS AND THE PROPERTY ARE BEING SOLD TO PURCHASER, AND THAT PURCHASER AGREES TO PURCHASE AND ACCEPT THE HOTELS AND PROPERTY, AND EACH AND EVERY PART AND COMPONENT THEREOF, IN AN "AS IS, WHERE IS" CONDITION AS OF THE CLOSING WITH NO REPRESENTATIONS OR WARRANTIES FROM SELLER, EITHER EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. PURCHASER AGREES THAT PURCHASER IS NOT RELYING UPON, AND HAS NOT RECEIVED OR BEEN GIVEN, ANY REPRESENTATIONS, STATEMENTS OR WARRANTIES, ORAL OR WRITTEN, IMPLIED OR EXPRESS (EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT), OF OR BY ANY OFFICER, EMPLOYEE, AGENT OR REPRESENTATIVE OF SELLER, HOTEL MANAGER OR ANY SALESPERSON OR BROKER (IF ANY) INVOLVED IN THE TRANSACTIONS CONTEMPLATED HEREBY, AS TO THE HOTELS OR THE PROPERTY OR ANY PART OR COMPONENT THEREOF IN ANY RESPECT, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIONS, STATEMENTS OR WARRANTIES AS TO THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE HOTELS, THE FITNESS OF THE HOTELS FOR USE AS SUCH, THE FINANCIAL PERFORMANCE OR POTENTIAL OF THE HOTELS, THE COMPLIANCE OF THE HOTELS WITH APPLICABLE BUILDING, ZONING, SUBDIVISION, ENVIRONMENTAL, LIFE SAFETY OR LAND USE LAWS, CODES, ORDINANCES, RULES, ORDERS, OR REGULATIONS, OR THE STATE OF REPAIR OF THE HOTELS, AND PURCHASER, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, WAIVES ANY RIGHT TO ASSERT ANY CLAIM OR DEMAND AGAINST SELLER, HOTEL MANAGER OR THEIR RESPECTIVE AFFILIATES AT LAW OR IN EQUITY RELATING TO ANY SUCH MATTER, WHETHER LATENT OR PATENT, DISCLOSED OR UNDISCLOSED, KNOWN OR UNKNOWN, NOW EXISTING OR HEREAFTER ARISING. PURCHASER AGREES THAT IT SHALL HAVE NO RECOURSE WHATSOEVER AGAINST SELLER, HOTEL MANAGER, OR THEIR RESPECTIVE AFFILIATES, AT LAW OR IN EQUITY, SHOULD THE SURVEYS, THE TITLE COMMITMENTS OR THE TITLE POLICIES FAIL TO DISCLOSE ANY MATTER AFFECTING THE REAL PROPERTY OR REVEAL ANY SUCH MATTER IN AN INACCURATE, MISLEADING OR INCOMPLETE FASHION OR OTHERWISE BE IN ERROR. PURCHASER ACKNOWLEDGES THAT IT SHALL REVIEW THE SURVEYS AND THE TITLE COMMITMENTS (AS SAME MAY BE MARKED AT CLOSING) AND TO DISCUSS THEIR CONTENTS WITH THE INDEPENDENT CONTRACTORS WHO PREPARED OR ISSUED EACH OF THEM. PURCHASER ACCORDINGLY AGREES TO LOOK**

SOLELY TO THE PREPARER OF THE SURVEYS AND THE TITLE COMPANY FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH SUCH INSTRUMENTS AND HEREBY RELEASES SELLER, HOTEL MANAGER AND THEIR RESPECTIVE AFFILIATES FROM ANY SUCH CLAIM.

(b) **EXCEPT AS EXPRESSLY SET FORTH HEREIN, AS OF THE CLOSE OF ESCROW, PURCHASER HEREBY IRREVOCABLY AND ABSOLUTELY WAIVES ITS RIGHT TO RECOVER FROM, AND FOREVER RELEASES AND DISCHARGES, AND COVENANTS NOT TO FILE OR OTHERWISE PURSUE ANY LEGAL ACTION AGAINST, SELLER, HOTEL MANAGER OR THEIR RESPECTIVE AFFILIATES OR ANY DIRECT OR INDIRECT PARTNER, MEMBER, TRUSTEE, DIRECTOR, SHAREHOLDER, CONTROLLING PERSON, OFFICER, ATTORNEY, EMPLOYEE, AGENT OR BROKER OF ANY OF THE FOREGOING, AND ANY OF THEIR RESPECTIVE HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES AND ASSIGNS (COLLECTIVELY, THE "SELLER RELATED PARTIES") WITH RESPECT TO ANY AND ALL SUITS, ACTIONS, PROCEEDINGS, INVESTIGATIONS, DEMANDS, CLAIMS, LIABILITIES, FINES, PENALTIES, LIENS, JUDGMENTS, LOSSES, INJURIES, DAMAGES, SETTLEMENT EXPENSES OR COSTS OF WHATEVER KIND OR NATURE, WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, CONTINGENT OR OTHERWISE (INCLUDING ANY ACTION OR PROCEEDING BROUGHT OR THREATENED OR ORDERED BY ANY GOVERNMENTAL AUTHORITY), IN ADDITION TO ASSOCIATED ATTORNEYS' AND EXPERTS' FEES AND EXPENSES, AND INVESTIGATION AND REMEDIATION COSTS THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH THE PROPERTY OR ANY PORTION THEREOF (COLLECTIVELY, "CLAIMS") INCLUDING, WITHOUT LIMITATION, THE PHYSICAL, ENVIRONMENTAL AND STRUCTURAL CONDITION OF THE PROPERTY OR ANY LAW OR REGULATION APPLICABLE THERETO, OR INCLUDING ANY OTHER MATTER RELATING TO THE USE, PRESENCE, DISCHARGE OR RELEASE OF HAZARDOUS MATERIALS ON, UNDER, IN, ABOVE OR ABOUT THE PROPERTY. THIS WAIVER AND RELEASE SHALL BE BINDING UPON PURCHASER, ANY SUBSEQUENT PURCHASER AND ANY AFFILIATE, ANY DIRECT OR INDIRECT PARTNER, MEMBER, TRUSTEE, DIRECTOR, SHAREHOLDER, CONTROLLING PERSON, OFFICER, ATTORNEY, EMPLOYEE, AGENT OR BROKER OF ANY OF THE FOREGOING, AND ANY OF THEIR RESPECTIVE HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES AND ASSIGNS. IN ADDITION, PURCHASER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS, AND FOREVER RELEASES, EACH OF THE SELLER RELATED PARTIES FROM AND AGAINST ANY CLAIMS TO THE EXTENT RELATING TO ANY HAZARDOUS MATERIALS THAT MAY BE PLACED, DISCOVERED, LOCATED OR RELEASED ON, AT, UNDER OR FROM THE PROPERTY BY PURCHASER AFTER THE CLOSING DATE. NOTWITHSTANDNG ANYTHING SET FORTH HEREIN TO THE CONTRARY, THE WAIVERS, RELEASES AND COVENANTS SET FORTH IN THIS SECTION 1.2 SHALL NOT APPLY TO THE RIGHTS AND OBLIGATIONS OF ANY PARTY PURSUANT TO THE SETTLEMENT AGREEMENT INCLUDING PURCHASER, SELLER AND/OR ANY GUARANTORS (AS DEFINED IN THE SETTLEMENT AGREEMENT), IF ANY, ARISING UNDER ANY OF THE**

DOCUMENTS EVIDENCING, SECURING OR OTHERWISE RELATING TO THE PREPETITION SECURED PARTIES' CLAIM, REDUCED BY THE AMOUNT OF THE PURCHASE PRICE AND AS OTHERWISE PROVIDED FOR IN THE SETTLEMENT AGREEMENT.

(c) **IN CONNECTION WITH THIS SECTION 1.2, PURCHASER EXPRESSLY WAIVES THE BENEFITS OF ANY PROVISION OR PRINCIPLE OF FEDERAL OR STATE LAW OR REGULATION THAT MAY LIMIT THE SCOPE OR EFFECT OF THE WAIVER AND RELEASE PROVISIONS OF THE PRECEDING PARAGRAPHS. PURCHASER ELECTS TO AND DOES ASSUME ALL RISK FOR SUCH CLAIMS HERETOFORE AND HEREAFTER ARISING, WHETHER NOW KNOWN OR UNKNOWN TO PURCHASER, TO THE EXTENT PERMITTED BY LAW. PURCHASER HEREBY AGREES, REPRESENTS AND WARRANTS THAT PURCHASER REALIZES AND ACKNOWLEDGES THAT FACTUAL MATTERS NOW UNKNOWN TO IT MAY HAVE GIVEN OR MAY HEREAFTER GIVE RISE TO CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES AND EXPENSES WHICH ARE PRESENTLY UNKNOWN, UNANTICIPATED AND UNSUSPECTED, AND PURCHASER FURTHER AGREES, REPRESENTS AND WARRANTS THAT THE WAIVERS AND RELEASES HEREIN HAVE BEEN NEGOTIATED AND AGREED UPON IN LIGHT OF THAT REALIZATION AND THAT PURCHASER NEVERTHELESS HEREBY RELEASES, DISCHARGES AND ACQUITS THE SELLER RELATED PARTIES FROM ANY SUCH UNKNOWN CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES AND EXPENSES WHICH MIGHT IN ANY WAY BE INCLUDED AS A MATERIAL PORTION OF THE CONSIDERATION GIVEN TO SELLER BY PURCHASER IN EXCHANGE FOR SELLER'S PERFORMANCE HEREUNDER. WITHOUT LIMITATION OF THE FOREGOING, IF PURCHASER HAS ACTUAL KNOWLEDGE OF (I) A DEFAULT IN ANY OF THE COVENANTS, AGREEMENTS OR OBLIGATIONS TO BE PERFORMED BY SELLER UNDER THIS AGREEMENT AND/OR (II) ANY BREACH OF OR INACCURACY IN ANY REPRESENTATION OF SELLER MADE IN THIS AGREEMENT WHICH WOULD ENTITLE PURCHASER TO TERMINATE THIS AGREEMENT, AND NONETHELESS ELECTS TO PROCEED TO CLOSING, THEN, PURCHASER SHALL BE DEEMED TO HAVE WAIVED ANY SUCH DEFAULT AND/OR BREACH OR INACCURACY AND SHALL HAVE NO CLAIM AGAINST SELLER WITH RESPECT THERETO.**

(d) This Section 1.2 shall survive Closing indefinitely.

Rialto Capital Advisors, LLC, a Delaware limited liability company, solely in its capacity as Special Servicer
By:
Name:
Title: Authorized Signatory

Purchaser's Initials

Seller's Initials

(e) In connection with the releases and waivers set forth this Section 1.2, Purchaser expressly waives the benefits of any legal doctrine or principle, including without limitation, the benefits of Section 1542 of the California Civil Code, which provides as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO

EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

PURCHASER HAS BEEN ADVISED BY ITS COUNSEL OF ITS CHOICE IN CONNECTION WITH THIS AGREEMENT, SUCH COUNSEL HAS EXPLAINED TO IT THE PROVISIONS OF THIS SECTION 1.2 AND IT UNDERSTANDS THE SIGNIFICANCE OF THIS WAIVER OF SECTION 1542 RELATING TO UNKNOWN, UNSUSPECTED AND CONCEALED CLAIMS. BY ITS INITIALS BELOW, PURCHASER ACKNOWLEDGES THAT IT FULLY UNDERSTANDS, APPRECIATES AND ACCEPTS ALL OF THE TERMS OF THIS SECTION 1.2.

Purchaser's Initials

Seller's Initials

ARTICLE 2

PURCHASE PRICE

2.1 Purchase Price.

(a) The Purchase Price (as such amount may be adjusted as provided for herein) shall be credited to Seller at Closing in the manner set forth in Section 2.1(b) below.

(b) The Purchase Price shall be paid as follows: Immediately prior to the Closing Date, the Special Servicer, on behalf of the Prepetition Secured Parties, shall assign, and the Purchaser shall assume, an amount of the Prepetition Secured Parties' Claim equal to the Purchase Price and all rights of the Prepetition Secured Parties under the Loan Agreement and the Settlement Agreement related to the Property and the Prepetition Secured Parties' lien on the Property. The consideration for the sale of the Property pursuant to this Agreement shall be a credit in the amount of the Purchase Price, as adjusted based on the prorations to be made hereunder, given by Purchaser in satisfaction of a portion of the Prepetition Secured Parties' Claim in the amount of the Purchase Price. At Closing, the Purchase Price shall be credited to Seller and the lien on the Property in favor of the Prepetition Secured Parties shall be released. In the event that the sale of the Property is not consummated because of the failure of any condition or any reason other than a default under this Agreement by Seller or Purchaser, no credit shall be applied against the Prepetition Secured Parties' Claim.

2.2 Deposit.

(a) Payment of Deposit. To the extent not already delivered or otherwise provided for in the definition of "Deposit", within one (1) Business Day after the Effective Date, Purchaser shall deliver to Escrow Agent the Deposit and, if applicable, the Deposit shall be paid in cash by wire transfer of immediately available funds (made in accordance with the wiring instructions provided by the Escrow Agent) to the Escrow Agent. Time is of the essence with

respect to the Deposit and if Purchaser shall fail to make or credit the Deposit in accordance with the foregoing by 3:00 P.M. (Central Time) on the date which is one (1) Business Day after the Effective Date, this Agreement shall automatically terminate and neither Party shall have any further rights, obligations or liability hereunder, except for liability which expressly survives termination of this Agreement; *provided*, *however*, Seller may, in its sole discretion, consent in writing to extend Purchaser's deadline to make or credit the Deposit as set forth herein, and, if Seller consents in writing to an extension of Purchaser's deadline to make or credit the Deposit, this Agreement shall not terminate unless Purchaser fails to make or credit the Deposit by such extended deadline (including any further extensions of such deadline as may be granted by Seller in its sole discretion). Should the Deposit be credited against the Prepetition Secured Parties' Claim, such credit shall be effective as of the Effective Date.

(b) Disposition of Deposit. If the Closing occurs, the Deposit shall be applied as a credit to the Purchase Price at Closing. In all other cases, the Deposit shall be applied and/or disbursed in accordance with the terms of this Agreement, including Schedule 2.2(b) hereto. The provisions of this Section 2.2(b) shall survive any termination of this Agreement. Purchaser hereby acknowledges and agrees that the Deposit shall be non-refundable to Purchaser, except as specifically set forth herein. Accordingly, Purchaser hereby acknowledges and agrees that Purchaser's interest in the Deposit is limited to the right to have the Deposit returned or, if applicable, unapplied, if and when the conditions for the return of the Deposit to Purchaser are satisfied as set forth herein.

2.3 Allocation of Purchase Price. The allocation of the Purchase Price among the Real Property, the Improvements and the Personal Property, determined in accordance with Section 1060 of the Internal Revenue Code and the Treasury Regulations promulgated thereunder (and any similar provisions of state or local law, as appropriate) is set forth on Schedule 2.3 attached hereto (the "Allocation"). The Parties shall use reasonable efforts to make appropriate updates, prior to Closing Date, to the Allocation, consistent with the original Allocation and taking into account the circumstances giving rise to the adjustments, if any. Agreeing to such updates to the Allocation shall not be a condition precedent to either Party's obligation to consummate the transaction contemplated herein, nor shall failure to agree on such updates to the Allocation constitute a default of either Party's obligations hereunder. The Parties shall (i) file all tax returns (including IRS Form 8594) consistent with the Allocation, (ii) not take any position during the course of any action that is inconsistent with the Allocation, and (iii) use commercially reasonable efforts to cause their Affiliates to comply with the foregoing clauses (i) and (ii). The Parties shall promptly notify each other in writing upon receiving notice of any examination, audit or other proceeding regarding the Allocation; *provided*, *however*, that nothing contained herein shall prevent the Purchaser or Seller from settling any proposed deficiency or adjustment by any tax authority based upon or arising out of the Allocation, and neither Party shall be required to litigate before any court any proposed deficiency or adjustment by any tax authority challenging the Allocation. The provisions of this Section 2.3 shall survive the Closing.

ARTICLE 3

APPORTIONMENTS AND OTHER ADJUSTMENTS

3.1 General. All items of revenue and expense with respect to the Property, and applicable to the period of time before and after Closing Date, shall be allocated between Seller and Purchaser as provided herein. Pursuant to such allocation and subject to Section 3.1(i), Seller shall be entitled to all revenue and shall be responsible for all expenses for the period of time up to the Adjustment Point, and Purchaser shall be entitled to all revenue and shall be responsible for all expenses for the period of time after the Adjustment Point. Such adjustments shall be shown on the closing statement or settlement statement prepared by the Escrow Agent at the Closing (the "Closing Statement"), with such supporting documentation as the Parties may reasonably require being attached as exhibits to the Closing Statement and shall increase or decrease (as the case may be) the Purchase Price payable by Purchaser. All prorations shall be made on the basis of the actual number of days in the year and month in which the Closing occurs or in the period of computation. Without limiting the generality of the foregoing, the following items shall be allocated and prorated as of the Adjustment Point:

(a) Real Estate Taxes, Personal Property Taxes and Assessments. Real estate taxes, personal property taxes, and assessments (and refunds thereof) on the basis of the fiscal year or fiscal years for which assessed. If the Closing shall occur before a new real property tax rate, personal property tax rate, or assessed valuation is fixed, the apportionment of such tax at Closing shall be upon the basis of the old tax rate for the preceding fiscal year applied to the latest assessed valuation. To the extent the actual real estate taxes and personal property taxes have been fixed on or before the date which is sixty (60) days after Closing, the apportionment of taxes shall be recomputed and Seller or Purchaser, as the case may be, promptly upon demand shall make a payment to the other based upon the recomputed apportionment; otherwise, the apportionment of real estate taxes pursuant to this Section 3.1(a) shall be considered final, without further adjustment to be made between the Parties. In addition, if any real property assessment or personal property assessment affects the Hotels as of the Closing Date and such real property assessment or personal property assessment is payable in annual or other installments (whether at the election of Seller or otherwise), only the installment relating to, or payable over, the fiscal period of the assessing authority, part of which is included within the period prior to the Closing Date and part of which is included in the period after the Closing Date, shall be apportioned between Seller and Purchaser as of the Adjustment Point. Seller may have previously filed, and shall have the right at any time to file, an action for the adjustment of taxes payable for any tax year during which Seller has any liability (including the tax year of Closing and any prior tax years). If Seller files (or has previously filed) such an action affecting any tax year prior to the year of Closing, any tax savings or refunds resulting from such action shall be solely the property of Seller. Seller shall have the exclusive right to file, and control, any filing or tax appeals for an adjustment of taxes affecting the tax year in which the Closing occurs. If Seller should file an action for an adjustment of taxes affecting the tax year in which the Closing occurs, and if as a result thereof taxes for said tax year are reduced, then any tax savings or refunds and the third party costs reasonably incurred to achieve the tax savings or refunds shall be prorated between Seller and Purchaser effective as of the Closing Date. Purchaser acknowledges that Seller has the sole right to file and control, and Purchaser agrees to reasonably cooperate with Seller in connection with, any action for the adjustment of taxes. The provisions of this paragraph shall survive the Closing. Notwithstanding the foregoing, in no event

shall Seller be obligated to pay any additional taxes due with respect to any reassessment of the Property which results from the sale of the Property to Purchaser or any improvements to the Property made by Purchaser, and Purchaser acknowledges and agrees that it shall be liable for all such additional taxes.

(b) Utilities. Utilities and fuel charges, including, without limitation, water, sewer, steam, electricity, gas and oil charges, on the basis of meter readings made as contemporaneously as possible to the Adjustment Point (or, if not possible, on the basis of the most recent previous bills and readings).

(c) Escrows and Deposits. All escrows or similar deposits, if any, made by Seller as security under any public service contracts which will remain on deposit for the benefit of Purchaser after the Closing to the extent such escrows or similar deposits are assigned to Purchaser for which Seller will receive a credit at Closing.

(d) Rents. Rents, including prepaid Rents and unpaid Rents as and when collected. As used in this Agreement, "Rents" shall include, without limitation, (A) fixed monthly rents and other fixed charges payable by tenants and occupants (including former tenants and occupants) of the Premises pursuant to the Leases relating to the Hotels that are assigned to Purchaser, (B) percentage or overage rents and other charges and amounts payable by tenants based upon their sales or receipts at or from the Hotels, (C) amounts payable by tenants on account of real estate taxes and assessments or increases therein, operating costs or increases therein, insurance charges and the like, and (D) rents or other charges payable by tenants for services of any kind provided to them (including, without limitation, the furnishing of heat, electricity, gas, water, other utilities and air-conditioning and the construction of store enclosures, capital improvements or repairs or other items) for which a separate charge is made.

(e) Accounts Receivable. Purchaser agrees that it shall promptly remit to Seller in accordance with written instructions from Seller any funds received by Purchaser in payment of such accounts receivable arising prior to the Adjustment Point, subject to the other provisions of this Section 3.1. With regard to any collection made from a person or entity who has accounts receivable arising both prior and subsequent to the Adjustment Point, such collection shall be applied as designated by the account debtor (and if designated as payment of an accounts receivable arising prior to the Adjustment Point, Purchaser shall promptly remit such funds to Seller in accordance with the preceding sentence), but if there is no designation, then any such collection received shall be applied fifty percent (50%) to Seller's account receivable of such debtor and fifty percent (50%) to Purchaser's accounts receivable of such debtor until the date all of Seller's accounts receivable of such debtor is paid in full. Seller shall deliver to Purchaser at or prior to Closing a current list of all Seller's accounts receivable for the Hotels that arose prior to the Adjustment Point.

(f) Security Deposits. Any security deposits held by Seller on the Closing Date (together with the interest, if any, earned thereon for the account of any tenant), shall be delivered to Purchaser. Seller shall be entitled to its share of interest earned on any such deposits for the account of Seller (i.e., to the extent not payable to the relevant tenant under the term of its Lease) up to the Adjustment Point.

(g) Contracts. Any amounts prepaid, accrued or due and payable under the Contracts (other than for utilities, for which proration is addressed separately in Section 3.1(b)) shall be prorated as of the Adjustment Point. With regard to expenses, Seller shall be credited for amounts prepaid and Purchaser shall be credited for amounts accrued and unpaid. With regard to revenues, Seller shall be credited for amounts accrued and unpaid and Purchaser shall be credited for amounts prepaid. Purchaser shall receive a credit for all deposits held by Seller under the Contracts (together with any interest thereon) which are not transferred to Purchaser, and Purchaser thereafter shall be obligated to refund or apply such deposits in accordance with the terms of such Contracts. Seller shall receive a credit for all deposits made by Seller under the Contracts (together with any interest thereon) which are transferred to Purchaser or remain on deposit for the benefit of Purchaser. Notwithstanding the foregoing, Purchaser shall be responsible for the payment of all Cure Costs for the Assumed Contracts, as provided in Section 1.1(e).

(h) Annual Fees for Authorizations. Annual fees for Authorizations, if any, on the basis of the fiscal year for which levied, if the rights with respect thereto continue for the benefit of Purchaser following the Closing.

(i) Rooms Ledger. The Rooms Ledger for the Hotels for registered guests (who have not checked out and were occupying rooms as of the Adjustment Point), including any sales taxes, room taxes, occupancy taxes or other taxes thereon for nights prior to the Adjustment Point shall be credited to Seller at Closing. The room charges and applicable taxes for the night preceding Closing shall be apportioned equally between Purchaser and Seller. All other revenue for the night before Closing shall be apportioned such that Seller receives the revenue for the portion of the night occurring before the Adjustment Point and the Purchaser receives the revenue for the portion of the night occurring after the Adjustment Point.

(j) Food and Beverage Revenue; Vending Machine Revenue. All revenue in connection with (i) food and beverage services, if any, at the Hotels (including amounts due from any registered guest of the Hotels), and (ii) vending machines located at the Hotels. All vending machine proceeds shall be counted as close the Adjustment Point as reasonably practical.

(k) Advance Bookings and Advance Expenses. Purchaser shall receive a credit at Closing for revenue received by Seller prior to the Adjustment Point for Advance Bookings made during Seller's period of ownership of the Property. Seller shall receive a credit at Closing for prepaid expenses for goods or services paid (including travel agency or travel service commissions) for rooms at the Hotels to be utilized on or after the Closing.

(l) Petty Cash. All petty cash funds in connection with the guest operations at the Hotels, for which Seller shall receive a credit at Closing in the amount of the total of all petty cash funds on hand and transferred to Purchaser at Closing.

(m) Reserved.

(n) Other Items. Any other operating expenses and any other items relating to each Hotel which are ordinarily adjusted between sellers and purchasers of limited-service hotels in the county and state where each Hotel is located.

3.2 Accounting. Except as otherwise expressly provided in this Agreement, all apportionments and adjustments shall be made in accordance with the Uniform System of Accounts for the Lodging Industry, Eleventh Edition, as published by the Educational Institute, and to the extent not inconsistent therewith, generally accepted accounting principles. The computation of the adjustments shall be jointly prepared by Seller and Purchaser.

3.3 Post-Closing Adjustments. To the extent that any of the prorations made on the Closing Date pursuant to this Article 3 are based upon estimates of payments to be made to and/or expenses to be paid by Purchaser or Seller subsequent to the Closing Date which later prove inaccurate or otherwise are determined by either Party to have been erroneously made, and the aggrieved Party has notified the other Party hereto of the specific inaccuracy or other error on or before that date which is sixty (60) days after the Closing Date, Seller and Purchaser agree to adjust such prorations promptly upon receipt by Seller or Purchaser, as the case may be, of bills or other documentation setting forth the actual and/or correct amount of such payments or expenses. Notwithstanding the foregoing, Seller and Purchaser agree to cooperate in good faith to determine any pre-closing estimates as close as possible to their expectations about the actual items, with a view toward minimizing as much as practical the need for post-closing adjustments.

3.4 Inspection of Books and Records. For a period of three (3) years subsequent to the Closing Date, Seller and its employees, agents, Affiliates and representatives will be entitled to access during business hours on Business Days to examine and audit, at its sole cost and expense, so much of the books and records of Purchaser (or any property manager therefor) as may relate to any items of income or expense or any other items that are the subject of adjustments pursuant to this Agreement in order to verify the proper treatment thereof, or for tax and audit purposes, regulatory compliance, any litigation, and cooperation with governmental investigations upon reasonable prior written notice to Purchaser, and will have the right to make copies of such documents, books and records. Additionally, in accordance with Article V, Section L of the *Plan of Liquidation of Lodging Enterprises, LLC Under Chapter 11 of the Bankruptcy Code* entered by the Bankruptcy Court Docket No. 579 in the Chapter 11 Case (the "Plan"), prior to the completion of the wind-down of the Seller and closing of the Chapter 11 Case, the Plan Administrator (as defined in the Plan) shall have reasonable access to, and the reasonable assistance of, Purchaser, and to the assets, software, and systems of the Seller, to the extent necessary to (a) reconcile Claims (as defined in the section 101(5) of the Bankruptcy Code) in connection with the Chapter 11 Case, and (b) complete the wind-down of the Seller.

3.5 Safe Deposit Boxes. On the date which is two (2) Business Days prior to the Closing Date, Seller shall cause a notice to be sent to all of each Hotel's guests who have items in such Hotel's safe/safety deposit boxes advising them of the pending sale of such Hotel and requesting their removal and verification of their property within such boxes on the day which is one (1) day prior to the Closing Date. As part of the Closing, the Parties shall jointly inventory the contents of the safety boxes, and on the Closing Date, Seller shall make available to Purchaser at the Hotels all receipts and agreements in Seller's possession or control relating to all safe deposit boxes in use at the Hotels, other than safes or lockboxes, if any, located inside individual guest rooms in the Hotels. From and after the Closing, Seller shall be relieved of any and all responsibility in connection with each said box.

3.6 Inventory of Baggage. The representatives of Seller and of Purchaser shall prepare an inventory of baggage at the Hotels as of the Closing Date (which inventory of baggage shall be binding on all Parties) of (i) all luggage, valises and trunks checked in or left in the care of the Hotels by guests then or formerly in the Hotels, (ii) parcels, laundry, valet packages and other property of guests checked or left in the care of the Hotels by registered guests then or formerly in the Hotels (excluding, however, property in each Hotels' safe deposit boxes), and (iii) all items contained in each Hotel's "lost and found." Purchaser shall be responsible from and after the Closing Date for all baggage and other items listed in such inventory of baggage.

3.7 Assumption. At Closing, Purchaser shall assume and honor all (i) Assumed Contracts (ii) Advance Bookings, (iii) liabilities assumed by Purchaser pursuant to this Agreement, the Closing Documents, or for which Purchaser receives a credit to the Purchase Price, (iv) obligations pursuant to the Permitted Exceptions which accrue to the period from and after the Closing Date, and (v) all other obligations appertaining to the Hotels and the Property arising on or after the Closing Date.

3.8 Bulk Sales. To the greatest extent permitted by applicable law, Purchaser and Seller hereby waive compliance by Purchaser and Seller with the terms of any bulk sales or similar laws in any applicable jurisdiction in respect of the transactions contemplated by this Agreement. Purchaser shall indemnify Seller from and hold Seller harmless from and against any liabilities, damages, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of (i) the Parties' failure to comply with any such bulk sales laws in respect of the transactions contemplated by this Agreement or (ii) any action brought or levy made as a result thereof. The Approval Order shall exempt Seller and Purchaser from compliance with any such bulk sales laws.

3.9 Survival. The provisions of this Article 3 shall survive the Closing.

ARTICLE 4

TITLE AND PROPERTY RELATED MATTERS

4.1 Delivery of Title Commitments and Surveys.

(a) Title Commitment. The parties acknowledge that as of the Effective Date, Seller has delivered or made available to Purchaser: (i) current commitments for title insurance or preliminary title reports (each, a "Title Commitment" and collectively, the "Title Commitments") issued by the Title Company, in the amount of the Purchase Price and on an ALTA 2021 Standard Form commitment (or reasonable state-specific equivalent), with Purchaser as the proposed insured, and (ii) copies of all documents of record referred to in the Title Commitments as exceptions to title to the Property.

(b) Survey. The parties acknowledge that as of the Effective Date, Seller has delivered to Purchaser its existing surveys of the Property to the extent Seller has any existing surveys (each, a "Survey" and collectively, the "Surveys"). If Purchaser desires to have any of the Surveys (if any) updated or re-certified, or if Purchaser desires to have any new surveys of the Property prepared (each, a "New Survey"), Purchaser may do so at Purchaser's sole cost and expense. Any such New Surveys must be certified to Seller with copies delivered to Seller within

twenty-one (21) days of the Effective Date, in which case any New Surveys shall be Surveys for all purposes herein.

4.2 Title and Survey. The parties acknowledge that as of the Effective Date, Purchaser has reviewed title to the Property as disclosed by the Title Commitments and the Surveys, as applicable. Purchaser agrees that it shall not have the right to object to any of the following matters, each of which shall be deemed a "Permitted Exception":

(a) the specific exceptions (excluding exceptions that are part of the promulgated title insurance form) in the Title Commitment that the Title Company has not agreed to remove from the Title Commitment as of the Effective Date;

(b) matters created by, through or under Purchaser;

(c) items shown on the Survey, which have not been removed as of the Effective Date;

(d) rights of tenants, licensees or other third parties under any Leases or Contracts being assumed by Purchaser;

(e) restrictions, easements and covenants of record, pertaining to access and utilities;

(f) liens for due and unpaid real estate taxes or assessments and water rates, water meter charges, water frontage charges, sewer taxes, rents and charges and vault taxes and assessments, if any, provided that such items are paid or bonded off by Seller, or apportioned as provided in this Agreement;

(g) all present and future laws, codes, orders, regulations and ordinances of municipal and other Governmental Authorities (including, without limitation, zoning, building and environmental laws, codes, orders, regulations and ordinances);

(h) all unpaid personal property, real estate and excise taxes, and all water, sewer, utility, trash and other similar charges, in each case that are not yet due and payable as of the Closing but may become or give rise to a lien on all or any portion of the Property (it being understood that such items may be subject to apportionment at the Closing as provided herein);

(i) any liens, Encumbrances or other defects or exceptions to title insurance coverage caused by Purchaser or Purchaser's Representatives, by any of their respective agents, employees or other representatives or by Seller or its agents, employees or other representatives at Purchaser's request or with Purchaser's consent or approval;

(j) any state of facts a physical inspection or survey of the Property would disclose;

(k) any possible variations between the description of the Property on the tax maps and in this Agreement; and/or

(l) any other exception that the Title Company agrees to affirmatively insure over in the Title Policy.

4.3 Condemnation. In the event that any Governmental Authority commences condemnation proceedings, taking by power of eminent domain or any similar action (such action, a "Condemnation") with respect to all or any portion of the Property, Purchaser shall have no right to terminate this Agreement and Seller shall, at the Closing, assign to Purchaser its entire right, title and interest in and to any condemnation award, or credit the Purchase Price in the amount of any award received by Seller between the Effective Date and the Closing Date less any collection costs, and Purchaser shall have the sole right after the Closing to negotiate and otherwise deal with the condemning authority in respect of such matter.

4.4 Casualty. If, prior to Closing, all or any portion of the Property is damaged by fire or other casualty, the Parties shall proceed under this Agreement and close on schedule, and as of Closing, Seller shall assign to Purchaser, without representation or warranty by or recourse against Seller, all of Seller's rights in and to any resulting insurance proceeds due Seller as a result of such damage or destruction (the "Insurance Proceeds") and Purchaser shall assume full responsibility for all needed repairs. Purchaser shall receive a credit at Closing for any deductible amount under such insurance policies (but the amount of the deductible plus insurance proceeds shall not exceed the lesser of (i) the cost of repair or (ii) the portion of the Purchase Price allocated to the damaged Property on Schedule 2.3); *provided*, *however*, Purchaser shall be assigned the claim against the insurance company other than with respect to (i) business interruption claims for the period prior to the Closing Date and (ii) costs of restoration performed prior to the Closing Date.

ARTICLE 5

ACTIONS AND OPERATIONS PENDING CLOSING

5.1 Conduct of Business. Seller agrees that during the period from Effective Date to the Closing Date, Seller shall operate the Hotels in the ordinary course of business consistent with Seller's past practices.

5.2 Access.

(a) Subject to the terms of the Confidentiality Agreement previously executed by Purchaser with respect to the Property (the "Confidentiality Agreement"), (i) prior to the Effective Date, Seller has delivered or made available via a web-based data site to Purchaser identified as https://www.cbredealflow.com/handler/modern.aspx?pv=01x8m8_5r1SIpX9CK8PEnQhZgLYzUnTexMFwAGMNw7RJpDPGkeQo5VLSWubKpCRzzFFwEvxAj7AcR54b9qlINA, and Purchaser hereby acknowledges receipt of, the documents, materials and information set forth on Schedule 5.2 hereto, to the extent in Seller's possession (collectively, the "Due Diligence Materials"), and (ii) during the pendency of this Agreement and prior to Closing, upon Purchaser's reasonable request, Seller shall grant Purchaser access to the Property to permit Purchaser to make such inspections as it reasonably deems appropriate, and to coordinate the turnover of the Property in anticipation of Closing. Purchaser shall notify Seller in writing of its intention to enter the Hotels for any such purposes at least two (2) Business Days

prior to such intended entry and shall coordinate with Seller and its agents to carry out any such entry and related investigation so as to minimize, to the greatest extent possible, interference with Seller's business (without limiting any of the provisions of Section 5.2(b)) and otherwise in a manner reasonably acceptable to Seller. As a condition to any such entry, Purchaser shall deliver a certificate of insurance to Seller evidencing that Purchaser and Purchaser's Representatives have in place amounts of commercial general liability insurance and workers compensation insurance for its activities on the Property in terms and amounts satisfactory to Seller covering any accident arising in connection with the presence of Purchaser and Purchaser's Representatives at the Hotels, which insurance shall name Seller and Hotel Manager as additional insureds thereunder. Purchaser shall bear the cost of all such inspections or tests and shall be responsible for, and act as the generator with respect to, any wastes generated by those tests, and Purchaser may not meet, directly or indirectly, with any employees of Seller, Hotel Manager or any of their respective Affiliates. Purchaser may not meet or contact any tenant, Governmental Authority or counterparty to a Rail Contract or the designated agent thereof in connection with the transaction contemplated by this Agreement without the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed, and conditioned upon giving Seller at least two (2) Business Days in advance by telephone or written correspondence to inform Seller of Purchaser's intended meeting or contact and to allow Seller the opportunity to attend such meeting or monitor such contact if Seller desires.

(b) In conducting any inspections, investigations or tests of the Property, Purchaser and Purchaser's Representatives shall: (i) not disturb the (1) the tenants or interfere with their use of the Property, or (2) the guests at the Hotels; (ii) not interfere with the operation or maintenance of the Hotels; (iii) not conduct any invasive testing, sampling or drilling (including any phase II environmental testing) or otherwise damage any part of the Property or any personal property owned or held by any tenant, guest, Hotel Manager, Existing Franchisor or any other third party; (iv) not injure or otherwise cause bodily harm to Seller, Hotel Manager, Existing Franchisor or any guest at the Hotels, or any of their respective agents, guests, invitees, contractors or employees or any tenants or their guests or invitees; (v) comply with all applicable laws; (vi) promptly pay when due the costs of all tests, investigations, and examinations with regard to the Property; (vii) not permit any liens to attach to the Property by reason of the exercise of its rights hereunder; (viii) promptly pay the cost to repair any damage to the Property resulting directly or indirectly from any such inspection or tests; (ix) not violate or cause Seller to breach the terms of any Rail Contracts; and (x) not reveal or disclose any information concerning the Property except to the extent reasonably required for Purchaser to meet this obligation under this Agreement. Notwithstanding the foregoing, copies of all such test results and reports shall be given to Seller upon request therefor to Purchaser (and Seller shall have the right to retain and use such results and reports in the event Purchaser fails to close the purchase of the Property).

(c) Purchaser shall indemnify and hold Seller (and Hotel Manager) harmless from and against any and all liens, claims, causes of action, damages, liabilities and expenses (including reasonable attorneys' fees and court costs) arising out of Purchaser's inspections or tests or other entry onto the Property. This indemnity shall survive the Closing or any earlier termination of this Agreement.

5.3 Contracts. The Parties acknowledge that, prior to the Effective Date, Purchaser has delivered to Seller in writing a list of the Contracts that it wants Seller to assign to Purchaser (and thus, which Contracts it will assume) (which Contracts are identified on Schedule 5.3 hereto).

Seller shall be entitled to terminate any Contract other than those identified on Schedule 5.3 hereto. Notwithstanding anything to the contrary herein, Purchaser must pay all Cure Costs (which, for the avoidance of doubt, are not included as part of, and shall not be a credit against, the Purchase Price) for such Contracts and assume the obligations arising from and after the Closing under those Contracts (i) that Purchaser has agreed to assume or is deemed to have agreed to assume, or that Purchaser is obligated to assume pursuant to this Section 5.3, and (ii) for which either Party elects to terminate as of or prior to Closing but for which termination is not effective until after Closing.

5.4 Expenses.

(a) Closing costs and expenses shall be allocated as provided in Schedule 5.4(a) hereto. Except as otherwise expressly provided in Schedule 5.4(a) or elsewhere in this Agreement, each Party agrees to pay its own expenses (including the fees and expenses of its own attorneys, accountants and other advisors) in connection with its due diligence activities, negotiating this Agreement and any related agreements, obtaining any required approvals and otherwise preparing for the Closing. In the event Purchaser elects, in its sole discretion, not to obtain the Title Policy as provided in Section 7.1(e), Purchaser shall pay the Title Company for the reasonable costs of the Title Company and its Affiliates for examining title to the Property, coordinating the transaction provided for in the Bid Procedures and this Agreement, any escrow fees and closing costs and other customary costs and expenses.

(b) The Parties agree to cooperate with one another to prepare and file, or cause to be prepared and filed, with the relevant Governmental Authorities all transfer tax returns, affidavits and other similar instruments, if any, required in connection with the payment of the foregoing expenses. If and to the extent Purchaser receives a credit at Closing with respect to any obligation or liability of Seller, Purchaser shall indemnify, defend and hold Seller harmless from and against any further obligation or liability with respect to same, which indemnification shall survive the Closing. The provisions of this Section 5.4 shall survive the Closing and any termination of this Agreement.

5.5 Financing. In no event shall the receipt or availability of any funds or financing by Purchaser or any other person or entity be a condition to any of Purchaser's obligations hereunder.

5.6 Franchise Agreement.

(a) At its option, Purchaser may, but shall have no obligation to, submit its application and application fee to Existing Franchisor or any other hotel franchisor for approval of Purchaser as its new franchisee at each Hotel ("Franchise Approval") pursuant to a New Franchise Agreement. Seller agrees to reasonably cooperate with Purchaser in its pursuit of Franchise Approval. Anything herein to the contrary notwithstanding, Franchise Approval is not a condition to Purchaser's obligation to close. Purchaser shall be obligated to close under this Agreement with or without the New Franchise Agreement or Franchise Approval (subject to Seller's right to terminate this Agreement due to failure of one or more conditions set forth in Section 7.2). Purchaser shall be responsible for any application and other fees incurred in connection with pursuing Franchise Approval.

(b) Should Purchaser fail (or elect not) to obtain (i) the approval of Existing Franchisor for the assumption by Purchaser of Seller's currently-existing franchise agreement with Existing Franchisor (the "Existing Franchise Agreement") or (ii) a new franchise agreement for the operation of each Hotel under a hotel brand (whether or not owned by Existing Franchisor) (such new franchise agreement or assumed Existing Franchise Agreement, the "New Franchise Agreement"), the Closing shall nonetheless occur and Purchaser shall be responsible for (i) performing any and all de-identification obligations under the Existing Franchise Agreement (the "De-Identification Obligations") and (ii) payment of any liquidated damages (or comparable) assessed by the Existing Franchisor due to the termination of any Existing Franchise Agreement. In the event Purchaser has not fulfilled its De-Identification Obligations promptly after the Closing, Seller (and its successors, assigns and agents) is hereby granted a license to access to the Property and the Hotels after the Closing in order for Seller to fulfill all of the De-Identification Obligations under the Existing Franchise Agreement at Purchaser's sole cost and expense. Purchaser (on behalf of itself and its successors and assigns) agrees to fund into an escrow account to be set up at Closing the costs for De-Identification Obligations, which costs and amount shall be established by Seller, in its sole discretion, if Purchaser does not obtain the approval of Existing Franchisor for a New Franchise Agreement (including if Purchaser does not pursue approval of Existing Franchisor for a New Franchise Agreement) and the Closing occurs. In the event Purchaser elects to assume the Existing Franchise Agreement, Purchaser (on behalf of itself and its successors and assigns) hereby indemnifies, holds harmless, agrees to defend and releases Seller and any guarantors or co-obligors under the Existing Franchise Agreement and their respective successors and assigns from and against any and all claims, demands, costs, expenses, liabilities, losses, damages or causes of action including, without limitation, attorneys' fees (which attorneys' fees, without limiting the indemnity provided in this Section 5.6, Purchaser agrees to pay), arising out of or in any way relating to (i) the failure of Purchaser to comply with all requirements in connection with the continued operation of each Hotel as a brand hotel under the existing flag, (ii) the failure to obtain the approval of Existing Franchisor for the New Franchise Agreement or any consent required pursuant to the terms of the Existing Franchise Agreement and the New Franchise Agreement prior to operating each Hotel as a brand hotel under the existing flag, and (iii) all other matters and obligations arising under the Existing Franchise Agreement relating to periods after the Closing. This Section 5.6 shall survive the Closing. It is acknowledged and agreed that no De-Identification Obligations shall apply in the event Purchaser assumes the Existing Franchise Agreement with the approval of the Existing Franchisor.

(c) Purchaser agrees to pay all costs associated with the application for the New Franchise Agreement with Existing Franchisor or any other party, including the costs of any Property Improvement Plan ("PIP"), if required under the tri-party agreements among Seller, Purchaser and the Existing Franchisor, including, without limitation, any costs, fees or expenses payable to Existing Franchisor or any other party for preparation of any PIP reports related to the New Franchise Agreement, and any and all costs to be incurred after the Closing in implementing the PIP. Notwithstanding the foregoing, in the event that prior to the Closing Seller has paid any costs related to the preparation of PIP reports in connection with the New Franchise Agreement, Seller shall receive a credit for such costs at the Closing.

5.7 Management Agreement. The Hotel Management Agreement shall be Excluded Property for all purposes herein.

5.8 Employees. Purchaser acknowledges that all employees at the Property ("Existing Employees") are employed by the Hotel Manager. Seller will cause the Hotel Manager to terminate all Existing Employees as of the Closing Date. Purchaser will make employment opportunities to a sufficient number of the Existing Employees in order that the actions of the parties pursuant to this Agreement will not trigger the application of the Worker Adjustment and Retraining Notification Act (or similar local or state laws or regulations) (collectively, the "WARN Act"). In this regard, Purchaser will notify Seller at least ten (10) days prior to the Closing Date of those Existing Employees that Purchaser will not be rehiring. The compensation of the Existing Employees working as of the Adjustment Point will be prorated as of the end of their respective shifts. Seller will be responsible for all salary costs, employee benefits and other employee compensation which have been earned prior to the Adjustment Point. Salary costs shall include, without limitation, all of the following but only to the extent they have been earned and vested prior to the Adjustment Point: wages and salaries; unused or unpaid vacation pay and sick leave; bonuses; severance costs; 401(k) and profit sharing benefits. As of and after the Adjustment Point, Purchaser will be responsible for all salary costs, employee benefits and other employee compensation for any Existing Employees that it rehires pursuant to this Section 5.8. Purchaser hereby agrees to indemnify, defend and hold the Seller Related Parties harmless from and against any and all liability that Seller may incur under the WARN Act as a result of Purchaser's failure to perform its obligations under this Section 5.8. The provisions of this Section 5.8 will survive the Closing.

5.9 Sales, Use and Occupancy Tax.

(a) Seller shall be responsible for, and shall pay in full when due, all sales, use and occupancy taxes due with respect to the Property prior to the Closing Date, and shall timely make all required filings in connection therewith.

(b) Purchaser shall be responsible for, and shall pay in full when due, all sales, use and occupancy taxes due with respect to the Property from and after the Closing Date, and shall timely make all required filings in connection therewith.

5.10 No Termination Right. Seller and Purchaser acknowledge and agree that (i) Purchaser has conducted physical and feasibility inspections prior to the Effective Date and that Purchaser, by entering into this Agreement, has agreed that it intends to proceed with the acquisition of the Property without a reduction in, or an abatement or credit against, the Purchase Price; (ii) except as expressly set forth in this Agreement, Purchaser shall have no right to terminate this Agreement and; (iii) except as expressly provided to the contrary in this Agreement, the Deposit shall be nonrefundable to Purchaser.

ARTICLE 6

CLOSING

6.1 Closing. Subject to the terms and conditions of this Agreement, the Closing shall be held through an escrow at the offices of the Escrow Agent on the Closing Date, or on such other date as the parties may mutually agree. The closing shall occur on a so-called "New-York style" basis with the disbursement of the closing funds prior to the recordation of the Deeds, but only

upon satisfaction of the conditions precedent to Closing set forth herein. At Closing, Seller and Purchaser shall perform the obligations set forth in, respectively, Sections 6.2 and 6.3, the performance of which obligations shall be concurrent conditions.

6.2 Closing Deliveries by Seller. At the Closing, Seller shall deliver or cause to be delivered to Escrow Agent each of the following instruments and documents with respect to each Property:

(a) Deed. A deed for the Premises, consistent with the Approval Order, in the form set forth on Exhibit B attached hereto (the "Deed"), duly executed by Seller.

(b) Bill of Sale. A bill of sale for the Personal Property, consistent with the Approval Order, in the form of Exhibit C attached hereto (the "Bill of Sale"), duly executed by Seller;

(c) Assignment of Rail Contract. An assignment and assumption of the Rail Contract applicable to the Property, consistent with the Approval Order, in the form of Exhibit D attached hereto, duly executed by the Seller.

(d) Assignment of Leases. If applicable, an assignment and assumption of the Leases, consistent with the Approval Order, in the form of Exhibit E attached hereto (the "Assignment of Leases"), duly executed by Seller;

(e) Assignment of Contracts. An assignment and assumption of the Contracts, consistent with the Approval Order, in the form of Exhibit F attached hereto (the "Assignment of Contracts"), duly executed by Seller;

(f) Assignment of Trademarks. An assignment and assumption of trademarks, consistent with the Approval Order, in the form of Exhibit G attached hereto (the "Assignment of Trademarks"), duly executed by Seller;

(g) Tenant Notices. If applicable, a notice signed by Seller advising the counterparty to each of the Leases in force at the Closing Date of the consummation of the transactions contemplated by this Agreement, the address for notices to and other communications with Purchaser and, in the case of each Lease to which Seller is the lessor, directing the tenant to pay rent to, or as otherwise directed by, Purchaser (the "Tenant Notice Letter");

(h) Books and Records. All books and records relating to the Property in the possession of Seller, including all property management and maintenance records, it being understood that (x) leaving such records at the Property shall satisfy Seller's obligations hereunder and (y) "books and records" shall specifically exclude (1) any materials belonging to the Hotel Manager, including any proprietary software or other information relating to Hotel Manager's operating methods, procedures and policies, (2) any materials belonging to Existing Franchisor or bearing the name or symbol of the existing franchise (unless permitted by Existing Franchisor pursuant to a New Franchise Agreement between Existing Franchisor and Purchaser), and (3) any other item specifically excluded from the definition of Property;

(i) FIRPTA Affidavit. An affidavit from Seller, in the form of Exhibit H attached hereto, stating that it is not a ‘‘foreign person” under Section 1445 of the Internal Revenue Code of 1986, as amended (the “Internal Revenue Code”);

(j) Seller’s Affidavit. A Seller’s affidavit in a form reasonably acceptable to Seller and the Title Company;

(k) Tax. Any real estate transfer tax declaration or similar documents required under applicable law in connection with the conveyance of the Real Property;

(l) Franchise Agreement. Evidence of the termination or assignment as of the Closing of the Existing Franchise Agreement, as applicable, and such documents and instruments that are required to be executed and delivered by Seller in connection with the New Franchise Agreement, if applicable, pursuant to Section 5.6.

(m) Form W-9. A completed form W-9, duly executed by Seller;

(n) Closing Statement. The Closing Statement, duly executed by Seller;

(o) Approval Order. The Approval Order, entered by the Bankruptcy Court; and

(p) Other Documents. Such other documents or instruments as Purchaser or Title Company reasonably may request to effect the transactions contemplated in this Agreement without further expense or liability to Seller.

6.3 Closing Deliveries by Purchaser. At the Closing, Purchaser shall deliver to Escrow Agent the following agreements, instruments and payments:

(a) Purchase Price. The Purchase Price, payable in the manner provided for in Section 2.1 of this Agreement, and evidence satisfactory to Seller that all costs and expenses required to be paid by Purchaser pursuant to this Agreement have been paid, including, without limitation, any obligations under Section 5.6;

(b) Bill of Sale. The Bill of Sale, duly executed by Purchaser;

(c) Assignment of Rail Contract. The Assignment of Rail Contract, duly executed by Purchaser.

(d) Assignment of Leases. If applicable, the Assignment of Leases, duly executed by Purchaser;

(e) Assignment of Contracts. The Assignment of Contracts, duly executed by Purchaser;

(f) Assignment of Trademarks. The Assignment of Trademarks, duly executed by Purchaser;

(g) ERISA Letter. A letter addressed to Seller in the form of Exhibit I attached hereto duly executed by Purchaser, confirming that Purchaser is not acquiring the Property (or any portion thereof) with the assets of an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 ("ERISA");

(h) Form W-9. A completed form W-9, duly executed by Purchaser;

(i) Closing Statement. A counterpart of the Closing Statement, duly executed by Purchaser;

(j) Tenant Notice Letter. If applicable, a counterpart of the Tenant Notice Letter, duly executed by Purchaser; and

(k) De-Identification Escrow Agreement. Subject to Section 5.6 (if applicable), Purchaser shall deliver to Escrow Agent an executed escrow agreement, in a form mutually acceptable to Seller and Escrow Agent, and fund into escrow all costs and expenses for the De-Identification Obligations.

(l) Other Documents. Such other documents or instruments as Seller or Title Company reasonably may request to effect the transactions contemplated in this Agreement.

ARTICLE 7

CONDITIONS PRECEDENT TO CLOSING

7.1 Conditions Precedent to Obligation of Purchaser. The obligation of Purchaser to consummate the transactions contemplated herein shall be subject to the fulfillment on or before the Closing Date, as applicable, of all of the following conditions, any or all of which may be waived by Purchaser in its sole discretion:

(a) Delivery of Documents. Seller shall have delivered all of the items required to be delivered to Purchaser pursuant to Section 6.2.

(b) Accuracy of Representations and Warranties. Subject to the provisions of Sections 1.2 and 8.3, the representations and warranties of Seller in Section 8.2 shall be true and correct in all material respects as of the Closing Date, subject to (i) changes that (A) are caused by the acts or omissions of Purchaser or its agents or Affiliates or (B) are a result of the operation of the Property in the normal course of business since the Effective Date and in accordance with the terms of this Agreement and do not, individually or in the aggregate, have a Material Adverse Effect on the value or the operation of the Property, and (ii) changes caused by casualty or Condemnation (or notice of proposed Condemnation).

(c) Observance of Covenants. Seller shall have performed and observed, in all material respects, all covenants and agreements in this Agreement to be performed and observed by Seller as of the Closing Date.

(d) No Injunction. No action, suit or legal or administrative proceeding shall have been instituted by or before any Governmental Authority, seeking to enjoin the transactions

contemplated by this Agreement, other than any such proceeding initiated by or on behalf of Purchaser or any of Purchaser's Representatives.

(e) Title. The Title Company, if required by the Purchaser, shall have issued or shall be prepared to issue, upon payment of the applicable premiums therefor, a title policy with respect to the Real Property, showing title to the Real Property vested in Purchaser, subject only to (i) customary, "pre-printed" exceptions, and (ii) Permitted Exceptions (the "Title Policy").

(f) Transactions Not Prohibited. No statute, rule, regulation, temporary restraining order, preliminary or permanent injunction or other order issued by any Governmental Authority or other legal restraint or prohibition preventing the consummation by Seller of the transactions contemplated by this Agreement shall be in effect or, if applicable, have been threatened by any Governmental Authority, other than any such order or other legal restraint or prohibition or threat thereof requested or otherwise obtained by or on behalf of Purchaser or Purchaser's Representatives.

(g) Bankruptcy Court Approval. The Bankruptcy Court shall have entered the Approval Order in accordance with Section 10.20 and in a form reasonably satisfactory to Purchaser and Seller, and the Approval Order shall not have been stayed, vacated, reversed or modified as of the Closing Date.

7.2 Conditions Precedent to Obligation of Seller. The obligation of Seller to consummate the transactions contemplated herein shall be subject to the fulfillment on or before the Closing Date of all of the following conditions, any or all of which may be waived by Seller in its sole discretion:

(a) Delivery of Documents. Purchaser shall have delivered all of the items required to be delivered to Seller pursuant to Section 6.3.

(b) Accuracy of Representations and Warranties. The representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects as of the Effective Date and as of the Closing Date.

(c) Observance of Covenants. Purchaser shall have performed and observed, in all material respects, all covenants and agreements in this Agreement to be performed and observed by Purchaser as of the Closing Date.

(d) No Injunction. No action, suit or legal or administrative proceeding shall have been instituted by or before any Governmental Authority seeking to enjoin the transactions contemplated by this Agreement and intended to occur at the related Closing, other than any such proceeding initiated by or on behalf of Seller or any of its Affiliates.

(e) Transactions Not Prohibited. No statute, rule, regulation, temporary restraining order, preliminary or permanent injunction or other order issued by any Governmental Authority or other legal restraint or prohibition preventing the consummation by Purchaser of the transactions contemplated by this Agreement shall be in effect, or, if applicable, have been threatened by any Governmental Authority, other than any such order or other legal restraint or

prohibition or threat thereof requested or otherwise obtained by or on behalf of Seller or any of its Affiliates.

(f) Bankruptcy Court Approval. The Bankruptcy Court shall have entered the Approval Order in accordance with Section 10.20 and in a form reasonably satisfactory to Purchaser and Seller, and the Approval Order shall not have been stayed, vacated, reversed or modified as of the Closing Date.

7.3 Failure of Condition. So long as a Party is not in default hereunder, if any condition to such Party's obligation to proceed with the Closing hereunder has not been satisfied as of the Closing Date (or such earlier date as provided herein), such Party may, in its sole discretion, subject to the other Party's cure rights set forth below, terminate this Agreement by delivering written notice to the other Party on or before the Closing Date (or such earlier date as provided herein), or elect to close (or to permit any such earlier termination deadline to pass) notwithstanding the non-satisfaction of such condition, and in that event said Party shall be deemed to have waived said condition, and there shall be no liability on the part of the other Party hereto for breaches of representations and warranties of which the Party electing to close had actual knowledge as of Closing. Additionally, notwithstanding the foregoing, in the event any condition set forth in Section 7.1 has not been fulfilled and such non-fulfillment can be cured or compensated for by the payment of money or an indemnity, Purchaser shall not be relieved of its obligation to close by reason thereof if Seller elects to grant Purchaser a credit at Closing, or a satisfactory indemnity, in the amount necessary to fully cure or compensate Purchaser for the non-fulfillment of such condition.

ARTICLE 8

REPRESENTATIONS AND WARRANTIES

8.1 Representations and Warranties of Purchaser. Purchaser hereby makes the following representations and warranties:

(a) Duly Authorized, Executed, and Delivered. Purchaser is a _____ duly organized and validly existing and in good standing under the laws of the State of _____. Purchaser is, or prior to Closing will be, duly qualified to do business in, and in good standing under, the laws of the state where the Property is located. This Agreement and all documents executed by Purchaser that are to be delivered to Seller at Closing (i) are (or in the case of the Closing Documents to be executed and delivered by Purchaser, at the time of Closing will be) duly authorized, executed and delivered by Purchaser, (ii) do not, and at the time of Closing will not, violate any provision of any agreement or judicial order to which Purchaser is a party or to which Purchaser or any property or other assets owned by Purchaser is subject and (iii) constitutes (or in the case of Closing Documents to be executed and delivered by Purchaser, at the time of Closing will constitute) valid and legally binding obligations of Purchaser, enforceable in accordance with their terms.

(b) No Bankruptcy. Purchaser has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Purchaser's creditors, (iii) suffered the appointment of a receiver to take

possession of all, or substantially all, of Purchaser's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Purchaser's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

(c) Power and Authority. Purchaser has the power and authority to enter into this Agreement and to perform its obligations hereunder.

(d) Sophisticated Investor. Purchaser is a sophisticated investor, is represented by competent counsel, understands the assumption of risk and liability set forth in this Agreement, and is experienced in, and knowledgeable about, the ownership, management, leasing and purchase of commercial real estate and hotel properties, and has relied and will rely exclusively on its own consultants, advisors, counsel, employees, agents, principals and/or studies, investigations and/or inspections with respect to the Property, its tax or legal status, condition, value and potential. Purchaser agrees that, notwithstanding the fact that it has received certain information from Seller or its agents or consultants, Purchaser has relied solely upon and will continue to rely solely upon its own analysis and will not rely on any information provided by Seller or its agents or consultants, except solely for the representations expressly made in this Agreement.

(e) ERISA Compliance. All of the transactions contemplated hereby comply in all respects with the provisions of ERISA.

(f) Consents. No consents are required to be obtained from, and no filings are required to be made with, any Governmental Authority or third party in connection with the execution and delivery of this Agreement by Purchaser or the consummation by Purchaser of the transactions contemplated hereby.

(g) OFAC. Purchaser is in compliance with the requirements of Executive Order No. 133224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the "Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "Orders"). Further, Purchaser covenants and agrees to make its policies, procedures and practices regarding compliance with the Orders, if any, available to Seller for its review and inspection during normal business hours and upon reasonable prior notice. Purchaser is not:

(i) listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "Lists");

(ii) a person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or

(iii) owned or controlled by, or acts for or on behalf of, any person or entity on the Lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders.

If Purchaser obtains knowledge that Purchaser or any of its beneficial owners become listed on the Lists or is indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, Purchaser shall immediately notify Seller in writing, and in such event, Seller shall have the right to terminate this Agreement without penalty or liability to Seller immediately upon delivery of written notice thereof to Purchaser, and, pursuant to Section 9.2, Seller shall retain (or, if applicable, be credited with) the Deposit. Purchaser has taken measures as required by law to assure that funds to be used to pay the Purchase Price are derived from legal sources and such measures have been undertaken in accordance with the Bank Secrecy Act, 31 U.S.C. §§ 5311 et seq., and all applicable laws, regulations and government guidance on compliance therewith and on the prevention and detection of money laundering violations under 18 U.S.C. §§ 1956 and 1957. Purchaser (on behalf of itself and its successors and assigns) agrees to indemnify, defend and hold Seller (and its successors and assigns) harmless from and against any and all claims, demands, costs, expenses, liabilities, losses, damages or causes of action, including, without limitation, attorneys' fees (which attorneys' fees, without limiting the indemnity provided in this Section 8.1, Purchaser agrees to pay) arising out of any breach by Purchaser of the representations, warranties and covenants in this Section 8.1 and such indemnity shall survive Closing or other termination of this Agreement.

(h) Purchaser has, and will have at Closing, sufficient claims in an aggregate amount necessary to credit bid the Purchase Price, to perform the liabilities assumed under this Agreement, including, but not limited to, pursuant to Section 3.7 hereof, as they become due in accordance with their terms and to consummate all of the other transactions contemplated by this Agreement, including the payment of the Purchase Price and all fees, expenses of and other amounts required to be paid by Purchaser in connection with the transactions contemplated by this Agreement. Purchaser is and shall be capable of satisfying the conditions contained in Sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assumed Contracts and the liabilities assumed under this Agreement. The Purchaser has the legal right to make a credit bid pursuant to Section 363 of the Bankruptcy Code in order to pay the Purchase Price, pursuant to the Credit Bid Direction Letter.

Each of the representations and warranties of Purchaser contained herein (i) is made on the Effective Date, (ii) shall be deemed remade by Purchaser and/or its assignee(s), as applicable, and shall be true and correct as of the Closing Date, and (iii) shall survive the Closing.

8.2 Representations and Warranties of Seller. Seller hereby makes the following representations and warranties:

(a) Litigation. As of the Effective Date, Seller has not received written notice of any litigation that is pending or threatened with respect to the Premises, except (i) litigation that is not reasonably likely to have a Material Adverse Effect on the value of the Property, (ii) litigation covered by insurance policies (subject to customary deductibles) and (iii) the Chapter 11 Case pending in the Bankruptcy Court, all of which are identified in Schedule 8.2(a).

(b) Bankruptcy. Seller is the debtor in the Chapter 11 Case pending in the Bankruptcy Court.

(c) Not Foreign Person. Seller is not a "foreign person" as defined in Section 1445(f)(3) of the Internal Revenue Code.

(d) Organization and Good Standing. Seller is a limited liability company duly organized and validly existing and in good standing under the laws of the State of Delaware and, at Closing, shall be qualified to transact business in the states where the Property is located.

(e) Duly Authorized, Executed, and Delivered. This Agreement and all documents executed by Seller that are to be delivered to Purchaser before or at Closing (i) are (or in the case of the Closing Documents to be executed and delivered by Seller, at the time of Closing will be) duly authorized, executed and delivered by Seller, (ii) do not, and after giving effect to the Approval Order or at the Closing will not, violate any provision of any agreement or judicial order to which Seller is a party or to which Seller or any Property owned by Seller is subject, and (iii) constitute (or in the case of Closing Documents to be executed and delivered by Seller, at the time of Closing will constitute) valid and legally binding obligations of Seller, enforceable in accordance with their terms subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights.

(f) Power and Authority. Seller has full and complete power and authority to enter into this Agreement and, subject to obtaining any consents or waivers required to be obtained prior to Closing (including the entry of the Approval Order), to perform its obligations hereunder and under all documents executed by Seller that are to be delivered to Purchaser before or at Closing. The individual(s) executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right and actual authority to bind Seller to the terms hereof and thereof.

8.3 Additional Provisions Regarding Seller's Representations and Warranties.

(a) Seller's Right to Amend Representations. Seller shall have the right from time to time by notice to Purchaser, and without liability therefor, to amend or supplement its qualifications to the representations and warranties in Section 8.2, by amendment of the Schedules hereto or otherwise, to reflect changes in facts or to correct any immaterial factual inaccuracies*;* *provided*, *however*, that if any such amendment or supplement has a Material Adverse Effect, such that it constitutes the non-fulfillment of the condition set forth in Section 7.1(b), Purchaser may elect to terminate this Agreement pursuant to Section 7.3 and receive a return of (or, if applicable, reverse the application of) the Deposit in accordance with Section 2.2(b).

(b) Definition of "Seller's Knowledge". All references in this Agreement to "Seller's knowledge," "Seller's actual knowledge" or words of similar import shall refer only to the present actual knowledge of Brett Sundstrom, President of the Seller (the ''Specified Employee"), without the duty to investigate or make any inquiry of any kind or with any person and shall not be construed to refer to the knowledge of any other officer, agent or employee of Seller or any Affiliate thereof, or to impose upon the Specified Employee any duty to investigate, or make inquiry about, the matters to which such knowledge, or the absence thereof, pertains,

including, but not limited to, the contents of the Due Diligence Materials or any other files, documents and materials made available to or disclosed to Purchaser or the contents of files maintained by the Specified Employee or any of Seller's agents or representatives. There shall be no personal liability on the part of the Specified Employee arising out of any representations or warranties made herein.

(c) Seller's Representations Deemed Modified. To the extent that Purchaser actually knows at or prior to Closing that any of Seller's representations and warranties are inaccurate, untrue or incorrect in any way, such representations and warranties shall be deemed modified to reflect Purchaser's knowledge. No Seller representation shall be deemed to have been breached (or made untrue) by reason of any inaccuracy of a representation or warranty if and to the extent that such inaccuracy has been identified by Seller to Purchaser in writing or otherwise is actually known by Purchaser. For purposes of this Agreement, Purchaser shall be deemed to actually know that a representation or warranty is untrue, inaccurate or incorrect if and to the extent that (i) the facts or circumstances that render such representation or warranty untrue, inaccurate or incorrect were disclosed in the Due Diligence Materials, or (ii) this Agreement, any Exhibit or Schedule attached hereto, any study, test, report, or analyses delivered to or prepared by or for Purchaser or any of Purchaser's Representatives, or otherwise obtained by Purchaser or any Purchaser's Representative contains information which is inconsistent with such representation or warranty.

(d) Notice of Breach; Seller's Right to Cure. If after the Effective Date and prior to Closing, Purchaser becomes aware or is deemed to know that any of the representations or warranties made herein by Seller are materially untrue, inaccurate or incorrect, Purchaser shall promptly notify Seller of the same in writing and, in any event, within three (3) Business Days of obtaining such knowledge. In such event, Seller shall not be obligated to cure any such misrepresentation or breach, but may elect to by written notice to Purchaser. If Seller is otherwise willing to attempt to cure the misrepresentation or breach, Seller shall be entitled to a reasonable adjournment of the Closing (not to exceed ninety (90) days) for the purpose of any such cure, provided, however, Purchaser shall have the right to waive such breach at any time during said period of adjournment and in the event of such waiver Seller and Purchaser shall consummate the Closing without any reduction or credit against the Purchase Price with respect thereto. If Seller fails or declines to cure any misrepresentation or breach which has a Material Adverse Effect on the value of the Property, then Purchaser, as its sole remedy for any and all such materially untrue, inaccurate or incorrect material representations or warranties having Material Adverse Effects on the value of the Property, shall be entitled to terminate this Agreement as set forth in Section 9.3. If any representation or warranty is untrue, inaccurate or incorrect but is not untrue, inaccurate or incorrect in any material respect, or if any representations or warranties are untrue, inaccurate or incorrect but, in the aggregate or singularly, do not have a Material Adverse Effect on the value of the Property, Purchaser shall be deemed to waive such misrepresentation or breach of warranty, and Purchaser shall be required to consummate the transactions contemplated hereby without any reduction of or credit against the Purchase Price. Purchaser shall not be entitled to make any claim or bring any action against Seller after Closing for any misrepresentation or breach of warranty made by Seller hereunder if, prior to Closing, Purchaser becomes aware or is deemed to know of such a misrepresentation or breach of warranty and Purchaser fails to timely notify Seller before Closing of such misrepresentation or breach of warranty as required by this Section 8.3(d).

(e) Limitation on Seller's Liability and Survivability. Notwithstanding any provision to the contrary herein or in any document or instrument (including any deed or assignment) executed by Seller and delivered to Purchaser at or in connection with the Closing (collectively, "Closing Documents"), except for the covenants and agreements to be performed by Seller after the Closing Date, none of the representations, warranties, covenants or agreements of Seller contained herein or in any Closing Document shall survive the Closing. After the Closing, the representations and warranties of Seller contained herein or in any Closing Document shall terminate and be of no further force or effect as if never given, and thereafter Seller shall not have (and Seller is exculpated and released from any) liability whatsoever with respect to any suits, actions, proceedings, investigations, demands, claims, liabilities, fines, penalties, liens, judgments, losses, injuries, damages, expenses or costs, including attorneys' and experts' fees and costs of investigation and remediation costs under, and Purchaser shall be forever barred from making or bringing any claims with respect to, any of Seller's representations, warranties, covenants or agreements contained in this Agreement or in any Closing Document, other than with respect to those covenants and agreements of Seller to be performed by Seller after the Closing Date. Purchaser acknowledges and agrees that it will have the opportunity to independently verify the accuracy of Seller's representations and warranties during the period prior to the Closing Date, and if Purchaser elects to close under this Agreement it shall do so without any reliance upon, or the right to rely upon, any of Seller's representations and warranties, except to the extent permitted by this paragraph. Purchaser acknowledges and agrees that Seller shall have no liability to Purchaser with respect to (a) any default in any of the covenants, agreements or obligations to be performed by Seller under this Agreement, and/or (b) any breach of or inaccuracy in any representation or warranty of Seller made in this Agreement, to the extent that Purchaser has knowledge (or is deemed to have knowledge) of such default, breach or inaccuracy prior to or at Closing and Purchaser does not elect to terminate this Agreement as a result thereof.

(f) Limitation on Purchaser's Liability and Survivability. Notwithstanding any provision to the contrary herein or in Closing Document or any other document or instrument executed by Purchaser and delivered to Seller at or in connection with the Closing, the representations and warranties of Purchaser contained herein or in any Closing Document shall survive the Closing.

ARTICLE 9

TERMINATION AND DEFAULT

9.1 Termination by Purchaser. If this Agreement is terminated by Purchaser pursuant to any of its rights to terminate as expressly provided in this Agreement, the Parties agree that the Deposit will be distributed in accordance with the express terms of this Agreement and Purchaser and Seller shall have no further rights, obligations or liabilities hereunder, other than those which by their terms survive termination of this Agreement.

9.2 Purchaser's Default; Liquidated Damages - Deposit.

(a) **IF PURCHASER FAILS TO PERFORM ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT AT OR PRIOR TO CLOSING (FOR ANY REASON EXCEPT FAILURE BY SELLER TO PERFORM HEREUNDER), OR IF PRIOR TO**

CLOSING ANY ONE OR MORE OF PURCHASER'S REPRESENTATIONS OR WARRANTIES ARE BREACHED IN ANY MATERIAL RESPECT, SELLER SHALL BE ENTITLED, AS ITS SOLE REMEDY (EXCEPT WITH RESPECT TO ANY COVENANT OF INDEMNITY BY PURCHASER SET FORTH IN THIS AGREEMENT), TO TERMINATE THIS AGREEMENT (EXCEPT THE PROVISIONS HEREOF WHICH EXPRESSLY SURVIVE TERMINATION) AND RECOVER OR RETAIN (OR, IF APPLLICABLE, BE CREDITED WITH) THE DEPOSIT AS LIQUIDATED DAMAGES TO BE APPLIED AGAINST THE PREPETITION SECURED PARTIES' CLAIMS AND NOT AS A PENALTY, IN FULL SATISFACTION OF CLAIMS AGAINST PURCHASER HEREUNDER (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN). SELLER AND PURCHASER AGREE THAT SELLER'S DAMAGES RESULTING FROM PURCHASER'S DEFAULT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ESTIMATE AND DETERMINE, AND THAT THE DEPOSIT IS A FAIR AND REASONABLE ESTIMATE OF THOSE DAMAGES WHICH HAS BEEN AGREED TO IN AN EFFORT TO CAUSE THE AMOUNT OF SUCH DAMAGES TO BE CERTAIN, AND THAT THE PAYMENT (OR, IF APPLICABLE, CREDIT) OF THE DEPOSIT TO SELLER AS LIQUIDATED DAMAGES UNDER THE CIRCUMSTANCES PROVIDED FOR HEREIN IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER. BY PLACING THEIR INITIALS BELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE, THE REASONABLENESS OF THE AMOUNT OF LIQUIDATED DAMAGES AGREED UPON, AND THE FACT THAT EACH PARTY WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION. THE FOREGOING SHALL NOT LIMIT SELLER'S RIGHT TO RECEIVE REIMBURSEMENT FOR ATTORNEYS' FEES PURSUANT TO ANY OTHER SECTION OF THIS AGREEMENT, NOR WAIVE OR AFFECT ANY PROVISIONS OF THIS AGREEMENT WHICH EXPRESSLY STATE THAT THEY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

_____	_____
SELLER'S INITIALS	**PURCHASER'S INITIALS**

(b) Notwithstanding anything to the contrary in this Agreement (including, without limitation, this Section 9.2), in the event of Purchaser's default resulting in a termination of this Agreement, the facts surrounding which are not otherwise being disputed by Purchaser, Seller shall have all remedies available at law or in equity in the event Purchaser or any party related to Purchaser or affiliated with Purchaser is asserting any claims, costs, including attorneys' and experts' fees and costs of investigation and remediation costs against Seller arising under this Agreement.

(c) Notwithstanding anything to the contrary contained herein, in the event of Purchaser's breach of any of its obligations pursuant to Section 5.2 or Section 10.8, Purchaser hereby expressly acknowledges and agrees that, in addition to any of Seller's rights and remedies available under this Agreement at law or in equity, Seller shall be entitled to terminate this Agreement effective immediately upon notice to Purchaser and the entire amount of the Deposit

shall become fully earned by Seller and non-refundable to Purchaser immediately upon notice of such breach to Purchaser and/or termination of this Agreement, if applicable.

(d) The provisions of this Section 9.2 shall survive any termination of this Agreement.

9.3 Seller's Default. If, on the Closing Date, Seller is in material default of this Agreement (for the avoidance of doubt, the failure of Seller to satisfy a condition to Purchaser's obligation to proceed to Closing shall not be deemed a default or material default hereunder, unless it is independently a default), Purchaser, as its sole and exclusive remedies, shall have the right to either (i) terminate this Agreement by giving Seller written notice thereof, whereupon the Deposit shall be returned to Purchaser (or, if applicable, credited to the Prepetition Secured Parties' Claim), or (ii) seek specific performance of Seller's obligation to convey the Property pursuant to this Agreement; provided, however, as conditions precedent to an action in specific performance, Purchaser must (A) have satisfied as of the Closing Date all conditions precedent to Seller's obligations in Section 7.2 and, as of the Closing Date, have been ready, willing, and able to purchase the Property, (B) commence such legal action within thirty (30) days of the scheduled Closing Date or be forever barred from seeking such remedy, and (C) continue to maintain the Deposit with the Escrow Agent or the registry of the Bankruptcy Court (or, if applicable, continue to credit the Deposit against the Prepetition Secured Parties' Claims) during the pendency of such an action. For the avoidance of doubt, each of Seller and Purchaser agrees that the foregoing sentence sets forth the only remedies available to Purchaser in the event of an inability or refusal by Seller to convey the Property and, more particularly, that Purchaser shall not be entitled to bring any claim or action against Seller for damages. Upon any termination as provided for above, the Parties shall have no further rights or obligations hereunder, other than those that by their terms survive the termination of this Agreement. **IN NO EVENT SHALL SELLER'S (OR HOTEL MANAGER'S, IF APPLICABLE) DIRECT OR INDIRECT PARTNERS, SHAREHOLDERS, MEMBERS, OWNERS OR AFFILIATES, ANY OFFICER, DIRECTOR, EMPLOYEE OR AGENT OF THE FOREGOING, OR ANY AFFILIATE OR CONTROLLING PERSON THEREOF, OR HOTEL MANAGER, HAVE ANY LIABILITY FOR ANY CLAIM, CAUSE OF ACTION OR OTHER LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROPERTY, WHETHER BASED ON CONTRACT, COMMON LAW, STATUTE, EQUITY OR OTHERWISE**. The provisions of this Section 9.3 shall survive any termination of this Agreement.

ARTICLE 10

MISCELLANEOUS

10.1 Broker. Seller and Purchaser expressly acknowledge that Broker has acted as Seller's exclusive agent with respect to the transaction contemplated hereby and with respect to this Agreement, and that Seller shall pay a real estate brokerage commission to Broker pursuant to a separate agreement between Seller and Broker. Nothing in this Agreement shall create any contractual privity with Broker, and Broker is not a third party beneficiary of the terms of this Agreement. Each of Seller and Purchaser represents and warrants to the other that it has not dealt with any other broker in connection with this transaction and each agrees to hold harmless the other and indemnify the other from and against any and all damages, costs or expenses (including,

but not limited to, reasonable attorneys' fees and disbursements) suffered by the indemnified Party as a result of acts of the indemnifying Party that would constitute a breach of its representation and warranty in this Section 10.1. The provisions of this Section 10.1 shall survive the Closing or termination of this Agreement.

10.2 Further Cooperation. Each Party will, whenever and as often as it shall be reasonably requested to do so by the other, cause to be executed, acknowledged or delivered any and all such further instruments and documents as may be necessary or proper, in the reasonable opinion of the requesting Party and in accordance with industry custom or standard, in order to carry out the intent and purpose of this Agreement; *provided*, *however*, that neither Party shall be obligated to incur any cost, expense or liability, or to obtain any court approval, not expressly contemplated by this Agreement. Purchaser hereby agrees that it shall not object to any court order necessary to give effect to the transactions contemplated herein or the intentions of the Parties with respect thereto. Seller and Purchaser acknowledge that the legal descriptions set forth in Exhibits A and B technically may be, or are, legally insufficient for the purposes of supporting an action to enforce the purchase and sale of the Property or portions thereof. As such, Seller and Purchaser confirm unto one another that, notwithstanding any inconsistency with the Purchaser's mortgagee's policies, security documents or any Seller's vesting deed (unintentional or otherwise), the parties desire to proceed with the execution of this Agreement. Therefore, since the parties are desirous of executing this Agreement and in order to provide for the right of Seller or Purchaser to demand and successfully enforce the terms thereof in all respects and to ensure that such right is not precluded due to the legal description of the Property, Seller and Purchaser agree that (i) they are experienced in transactions of the nature provided for in this transaction, (ii) they are familiar with the location of the Property and legal descriptions contained in previous conveyances and security documents covering the Property, (iii) each party waives any and all claims of an insufficient legal description in a cause of action for enforcement hereof, (iv) from and after the consummation of the transaction described in this Agreement Seller will retain no residual interest in the Property or any interests ancillary thereto, all of which is intended to be conveyed to Purchaser as intended by this Agreement, and (v) the legal description of the Property prepared after follow up and investigation jointly conducted by Seller and Purchaser, each acting reasonably, shall become the legal description of the Property for all purposes. Consistent with the foregoing, Seller and Purchaser recognize that the forms of deeds attached to this Agreement as Exhibit B may require some modest changes that require discussion and input from the local title agents (and perhaps local counsel). As such, Seller and Purchaser have agreed to each act reasonably and in good faith to cause the final deeds that will be executed and delivered at Closing to reflect the local law, custom and practice for each state and local jurisdiction and to be in form and substance otherwise consistent with the terms of this Agreement.

10.3 Notices. Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by a commercial overnight courier that guarantees next day delivery and provides a receipt, or (c) by electronic mail transmission, and shall be served on the parties at the addresses set forth in Schedule 10.3. Any of the Parties may change its address for the receipt of notices, demands, consents, requests and other communications by giving written notice to the other Party in the manner provided for above. Any notice shall be effective only upon receipt (or refusal by the intended recipient to accept delivery).

10.4 Assignment. Except for assignments permitted under this Section 10.4, this Agreement and the rights and obligations of the parties hereunder shall not be assignable by either party without the written consent of the other party, which consent may be withheld in such other party's sole discretion. Notwithstanding the foregoing, Seller and Purchaser agree that, provided Purchaser uses reasonable efforts to deliver written notice of such assignment and the names of the assignees to Seller no later than ten (10) Business Days prior to the Closing Date, Purchaser shall have the right to assign this Agreement without Seller's consent, to any entity controlling, controlled by, or under common control with, Purchaser, for purposes of taking title to the Property and making a credit bid; provided, however, that if this Agreement shall be so assigned, the assigning party named herein and the assignee shall be jointly and severally liable for the obligations of such assigning party hereunder. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

10.5 Third Party Beneficiaries. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, but shall not inure to the benefit of, or be enforceable by, the Title Company or any other person or entity.

10.6 Waiver. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the Party against whom the enforcement of the change, waiver, discharge or termination is sought or, in the case of a default waiver, by the non-defaulting Party.

10.7 Incorporation of Recitals, Exhibits and Schedules. The Recitals to this Agreement and the Exhibits and Schedules attached hereto are hereby incorporated by reference into the body of this Agreement and made a part hereof.

10.8 Confidentiality. Purchaser acknowledges and confirms that the Confidentiality Agreement continues to be in full force and effect. Subject to the requirements of any applicable laws, neither Party will make any public announcement or other similar public statement about this Agreement or the transaction contemplated hereby without the written consent of the other Party and the form and content of any public announcement by either Party will be subject to the prior approval of the other Party. This Section 10.8 shall survive the Closing or any termination of this Agreement.

10.9 Merger. Except in respect of the Confidentiality Agreement, all understandings and agreements heretofore had between the Parties are merged in this Agreement and the instruments and documents referred to herein, which fully and completely express their agreements with respect to the transactions contemplated herein, and supersede all prior agreements, written or oral, with respect thereto.

10.10 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL BANKRUPTCY LAW, TO THE EXTENT APPLICABLE, AND WHERE STATE LAW IS IMPLICATED THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CHOICE OF LAW

PRINCIPLES THEREOF, INCLUDING AS TO MATTERS OF CONSTRUCTION, VALIDITY, AND PERFORMANCE. The provisions of this Section 10.10 shall survive the Closing and any termination of this Agreement.

10.11 Jurisdiction. PURCHASER AND SELLER AGREE THAT THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES AND OTHER MATTERS RELATING TO (i) THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT OR ANY TRANSACTION DOCUMENT EXECUTED PURSUANT TO THIS AGREEMENT; OR (ii) THE PROPERTY AND LIABILITIES ASSUMED PURSUANT TO OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION DOCUMENT EXECUTED PURSUANT TO THIS AGREEMENT, AND PURCHASER EXPRESSLY CONSENTS TO AND AGREES NOT TO CONTEST SUCH EXCLUSIVE JURISDICTION AND TO THE ENTRY OF FINAL ORDERS AND JUDGMENTS BY THE BANKRUPTCY COURT IN THE CHAPTER 11 CASE. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

10.12 Interpretation.

(a) The captions and Article headings included in this Agreement and the table of contents are for convenience only, do not constitute part of this Agreement and shall not be considered or referred to in interpreting the provisions of this Agreement.

(b) Whenever the words "include" "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation."

(c) The meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(d) A reference to any party to this Agreement or any other agreement or document shall include such party's successors and permitted assigns.

(e) A reference to any legislation or to any provision of any legislation shall include any amendment to, and any modification or reenactment thereof, any legislative provision substituted therefor and all regulations and statutory instruments issued thereunder or pursuant thereto.

(f) Unless context otherwise requires, references to the term "Property" in this Agreement with regard to the Hotels shall be deemed to refer to all of the Hotels on Schedule 1, taken as a whole, rather than to an individual Hotel.

10.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. The submission of a signature page by electronic transmission, including PDF via email, shall be considered as an "original" signature page for purposes of this Agreement.

10.14 Severability. If any provision hereof is held invalid or not enforceable to its fullest extent, such provision shall be enforced to the extent permitted by law, and the validity of the remaining provisions hereof shall not be affected thereby.

10.15 Prior Negotiations; Construction. No negotiations concerning or modifications made to prior drafts of this Agreement shall be construed in any manner to limit, reduce or impair the rights, remedies, duties and obligations of the Parties under this Agreement or to restrict or expand the meaning of any of the provisions of this Agreement or to construe any of the provisions of this Agreement in any Party's favor. The Parties acknowledge that each Party and its counsel have reviewed and prepared this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendment, Schedule or Exhibit hereto.

10.16 Litigation Expenses. In the event that either Seller or Purchaser is required to employ an attorney because any litigation arises out of this Agreement between the Parties, each Party shall pay its own costs and expenses, including attorneys' fees and expenses, incurred in connection with such litigation.

10.17 WAIVER OF TRIAL BY JURY. SUBJECT TO SECTION 10.10, SELLER AND PURCHASER HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM FILED BY SELLER OR PURCHASER, WHETHER IN CONTRACT, TORT OR OTHERWISE, WHICH RIGHT OR CLAIM RELATES DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, ANY MATTER RELATED HERETO, OR ANY ACTS OR OMISSIONS IN CONNECTION WITH THIS AGREEMENT. THIS WAIVER HAS BEEN AGREED TO AFTER CONSULTATION WITH COUNSEL SELECTED BY PURCHASER AND SELLER.

10.18 Business Day Convention; Time of Essence. If the date on which, or time period by which, any right, option, election or other matter provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing shall occur, falls or expires on a day that is not a Business Day, then such date or time period shall be automatically deterred or extended until the close of business on the next Business Day. The Parties agree that time is of the essence with respect to obligations of the Parties set forth in this Agreement including but not limited to each of the dates and time periods provided for in this Agreement.

10.19 No Required Approvals. Except as otherwise expressly set forth herein, Purchaser shall not take any action or make any request of Seller which would require Seller to obtain the approval of any court with jurisdiction over the Seller.

10.20 Bankruptcy Court Matters.

(a) This Agreement is subject to approval by the Bankruptcy Court. Both Purchaser's and Seller's obligations to consummate the transactions contemplated in this Agreement are conditioned upon the Bankruptcy Court's entry of the Approval Order.

(b) The Seller will request a hearing in front of the Bankruptcy Court as soon as reasonably possible at which Seller will seek entry of the Approval Order. Seller shall provide Purchaser with a copy of the Approval Order promptly upon receipt.

(c) In the event that the Approval Order has not been entered by Bankruptcy Court on or before the date that is thirty (30) days following the designation of a Winning Bidder, either Party shall have the right to terminate this Agreement, whereupon the Deposit shall be returned to Purchaser (or, if applicable, credited to the Prepetition Secured Parties' Claims) to Purchaser and neither Party shall have any further obligations hereunder except those which expressly survive the termination or expiration of this Agreement.

(d) This Agreement is subject to the consideration by Seller of higher or better competing bids. From the Effective Date and until the designation of a Winning Bidder, Seller is permitted to initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, any person (in addition to Purchaser and Purchaser's Representatives) in connection with any sale of the Property. In addition, Seller may respond to any inquiries or offers to purchase all or any part of the Property and perform any and all other acts related thereto that are required under the Bankruptcy Code, the Bidding Procedures Order or other applicable law, including supplying information relating to the Property to prospective purchasers.

(e) Purchaser agrees that, in the event Purchaser is not the Winning Bidder at the Auction, Purchaser shall serve as the Back-Up Bidder, and, if the sale to the Winning Bidder does not close, Purchaser shall promptly consummate the transactions contemplated under this Agreement, pursuant to the terms and conditions of this Agreement and consistent with the Approval Order.

(f) Purchaser acknowledges and agrees that: (i) the transactions contemplated by this Agreement must be undertaken in compliance with the Bidding Procedures; and (ii) Purchaser shall comply with all terms, conditions, and requirements of the Bidding Procedures, including, without limitation, committing to close the transaction contemplated by this Agreement as soon as reasonably practicable, but in no event later than thirty (30) days after the entry of the Approval Order.

10.21 Fiduciary Out. Nothing in this Agreement shall require any director, officer, or professional of the Seller to take any action or inaction that would be, based on the advice of counsel, inconsistent with their fiduciary duties to the Seller's bankruptcy estate. No action or inaction on the part of any director or officer of the Seller that such officer or director believes is, based on the advice of counsel, consistent with their fiduciary duties shall be limited or precluded by anything set forth herein, provided once the Approval Order is obtained, all actions in furtherance of the terms sought herein shall be presumed to be in accordance with the Seller's fiduciary duty.

10.22 All or Nothing. Notwithstanding anything herein to the contrary, this Agreement constitutes an "all or nothing" agreement, and Purchaser shall have no right to terminate this Agreement with regard to one or more Hotels without terminating this Agreement in its entirety. The election by Purchaser or Seller to exercise any right to terminate this Agreement as expressly

provided in this Agreement must either be exercised with respect to the Property as a whole or not exercised at all.

[Signature Pages to Immediately Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SELLER:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By: _____
Name: Tom Wenner
Title: CRO

PURCHASER:

WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE REGISTERED HOLDERS OF UBS COMMERCIAL MORTGAGE TRUST 2019-C18, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2019-C18, AND IN ITS CAPACITY AS LEAD SECURITIZATION NOTE HOLDER, AND ON BEHALF OF THE RELATED SERVICED COMPANION NOTEHOLDERS

By: Rialto Capital Advisors, LLC,
a Delaware limited liability company,
solely in its capacity as Special Servicer

By: _____
Name: Niral Shah
Title: Authorized Signatory

RECEIPT BY ESCROW AGENT

This Agreement fully executed by both Seller and Purchaser, has been received by Escrow Agent as of this _____ day of _____, 2025, and by its execution hereof. Escrow Agent hereby covenants and agrees to be bound by Sections 2.1, 2.2, 4.3, 4.4, 9.1, 9.2, 9.3, Schedule 2.2(b), and any other terms of this Agreement that are applicable to Escrow Agent in its role as escrow agent pursuant to this Agreement; *provided, however,* that in the event Purchaser elects to credit the amount of the Deposit against Prepetition Secured Parties' Claim, then any provisions pertaining to Escrow Agent's handling of the Deposit shall not be applicable to Escrow Agent.

ESCROW AGENT:

_____

By:_____
Name:_____
Title:_____

APPENDICES, EXHIBITS AND SCHEDULES

APPENDICES:
APPENDIX A – Definitions

EXHIBITS:

EXHIBIT A – Legal Description of Real Property
EXHIBIT B – Forms of Deeds
EXHIBIT C – Form of Bill of Sale
EXHIBIT D – Form of Assignment of Rail Contract
EXHIBIT E – Form of Assignment of Leases
EXHIBIT F – Form of Assignment of Contracts
EXHIBIT G – Form of Assignment of Trademarks
EXHIBIT H – Form of FIRPTA Certificate
EXHIBIT I – ERISA Letter

SCHEDULES:

SCHEDULE 1 – List of Hotels
SCHEDULE 1.1(c) – List of Excluded Property
SCHEDULE 2.2(b) – Escrow Terms
SCHEDULE 2.3 – Allocation of Purchase Price
SCHEDULE 5.2 – Due Diligence Materials
SCHEDULE 5.3 – List of Contracts to be Assumed
SCHEDULE 5.4(a) – Closing Costs
SCHEDULE 8.2(b) – Pending Litigation

APPENDIX A

Definitions

"Adjustment Point" means 11:59 P.M. (Central Time) on the day immediately preceding the Closing Date.

"Advance Bookings" has the meaning set forth in Section 1.1(c)(ii).

"Affiliate" means, with respect to a given entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with said entity. For the purpose of this definition, "control" means the power to direct the management of such entity through voting rights, ownership or contractual obligations.

"Agreement" has the meaning set forth in the preamble.

"Allocation" has the meaning set forth in Section 2.3.

"Approval Order" has the meaning set forth in the recitals.

"Assignment of Contracts" has the meaning set forth in Section 6.2(e).

"Assignment of Lease" has the meaning set forth in Section 6.2(d).

"Assignment of Trademarks" has the meaning set forth in Section 6.2(f).

"Assumed Contracts" means, to the extent transferable, including pursuant to Section 365 of the Bankruptcy Code, those executory contracts and unexpired leases which shall be assumed and assigned to Purchaser on the Closing Date, as set forth on Schedule 5.3 hereto.

"Auction" means an auction conducted by the Seller in accordance with the Bid Procedures.

"Authorizations" has the meaning set forth in Section 1.1(c)(ii).

"Back-up Bidder" has the meaning set forth in the Bidding Procedures Order.

"Bankruptcy Code" has the meaning set forth in the recitals.

"Bankruptcy Court" has the meaning set forth in the recitals.

"Bid Procedures" means the bidding procedures approved by the Bidding Procedures Order.

"Bidding Procedures Order" means the *Order (I) Approving the Bid Procedures for the Sale of Substantially All of the Debtor's Assets; (II) Scheduling Certain Dates with Respect Thereto; (III) Authorizing the Debtor to Designate Stalking Horse Bidders; (IV) Approving Procedures for the Assumption and Assignment of Executory Contracts and Unexpired Leases; (V) Approving the Form and Manner of Notice of the Sale Hearing and Assumption and Assignment Procedures; and (VI) Granting Related Relief* entered by the Bankruptcy Court Docket No. 450 in the Chapter 11 Case.

"Bill of Sale" has the meaning set forth in Section 6.2(b).

"Broker" means CBRE Inc., a Delaware corporation.

"Business Day" means any day of the year, other than Sunday, Saturday, the day after Thanksgiving Day, the day after Christmas Day, or any day that the Federal Reserve System recognizes as a federal holiday.

"Chapter 11 Case" has the meaning set forth in the recitals.

"Claims" has the meaning set forth in Section 1.2(b).

"Closing" means the consummation of the transactions contemplated herein.

"Closing Date" means the date that is thirty (30) days after entry of the Approval Order, as the same may be extended pursuant to the terms of this Agreement.

"Closing Documents" has the meaning set forth in Section 8.3(e).

"Closing Statement" has the meaning set forth in Section 3.1.

"Condemnation" has the meaning set forth in Section 4.3.

"Confidentiality Agreement" has the meaning set forth in Section 5.2(a).

"Contracts" has the meaning set forth in Section 1.1(e).

"Credit Bid Direction Letter" means an irrevocable instruction letter issued by the Prepetition Secured Parties instructing the Purchaser to submit the credit bid with respect to the Purchase Price.

"Cure Costs" has the meaning set forth in Section 1.1(e).

"Deed" has the meaning set forth in Section 6.2(a).

"De-Identification Obligations" has the meaning set forth in Section 5.6(b).

"Deposit" means an amount equal to five percent (5%) of the Purchase Price, to be either (i) deposited with the Escrow Agent as provided herein, or (ii) credited against the Prepetition Secured Parties' Claim, in each case in accordance with Section 2.2(a).

"Due Diligence Materials" has the meaning set forth in Section 5.2(a).

"Effective Date" has the meaning set forth in the preamble.

"Encumbrance" means any lien, encumbrance, claim (as defined in Section 101(5) of the Bankruptcy Code), right, demand, charge, mortgage, deed of trust, option, pledge, security interest or similar interest, title defect, hypothecation, easement, right of way, restrictive covenant, encroachment, right of first refusal, preemptive right, judgment, conditional sale or imposition.

"Escrow Agent" means Fidelity National Title Insurance Company, 485 Lexington Avenue, 18th Floor, New York, NY 10017, Attn: James Lark, (212) 845-3124, james.lark@fnf.com.

"Equipment Leases" has the meaning set forth in Section 1.1(e).

"ERISA" has the meaning set forth in Section 6.3(g).

"Excluded Property" has the meaning set forth in Section 1.1.

"Existing Employees" has the meaning set forth in Section 5.8.

"Existing Franchise Agreement" has the meaning set forth in Section 5.6(b).

"Existing Franchisor" has the meaning set forth in Section 1.1(c)(i).

"Franchise Approval" has the meaning set forth in Section 5.6(a).

"Governmental Authority" means any agency, bureau, commission, court, department, official, political subdivision, tribunal or other instrumentality of any government, whether federal, state or local, domestic or foreign.

"Hazardous Materials" means any substance, chemical, compound, product, solid, gas, liquid, waste, byproduct, pollutant, contaminant, biological agent or other material that is hazardous, toxic, ignitable, corrosive, carcinogenic or otherwise presents a risk of danger to human, plant or animal life or the environment or that is defined, determined, identified or regulated pursuant to any federal, state or local law, rule or regulation (whether now existing or hereafter enacted or promulgated) and any judicial or administrative order or judgment, in each case relating to the protection of human health, safety and/or the environment, including, but not limited to, any materials, wastes or substances that are included within the definition of (A) "hazardous waste" in the federal Resource Conservation and Recovery Act; (B) "hazardous substances" in the federal Comprehensive Environmental Response, Comprehension and Liability Act; (C) "pollutants" in the federal Clean Water Act; (D) "toxic substances" in the federal Toxic

Substances Control Act; and (E) "oil or hazardous materials" in the laws or regulations of any state.

"Hotel" has the meaning set forth in the recitals.

"Hotel Management Agreement" shall mean that certain Hotel Management Agreement between Seller and Hotel Manager dated November 27, 2019.

"Hotel Manager" means Avantic Lodging Enterprises, Inc., a Kansas corporation.

"Improvements" has the meaning set forth in Section 1.1(b).

"Internal Revenue Code" has the meaning set forth in Section 6.2(i).

"Insurance Proceeds" has the meaning set forth in Section 4.4.

"Leases" has the meaning set forth in Section 1.1(d).

"Lists" has the meaning set forth in Section 8.1(g)(i).

"Material Adverse Effect" means any event, development, occurrence or change that has had or would reasonably be expected to have a material adverse effect on the financial condition, results of operations, liabilities, business operations, or management of the Property; *provided*, *however*, that "Material Adverse Effect" shall not include any event, change, development or occurrence, caused by or resulting from: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which the Hotels operate, including the rail, select-service hotel, economy lodging and dining industries; (iii) any changes in financial, banking or securities markets in general, including disruptions thereof and changes in prevailing interest rates; (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (v) any changes in applicable laws or accounting rules (including US GAAP) or the enforcement, implementation or interpretation thereof; (vi) any natural or man-made disaster or acts of God, including pandemics and epidemics; (vii) any action required to be taken or omitted pursuant to this Agreement or any other document required to be delivered hereunder; (viii) the failure, in and of itself, of any individual Hotel to achieve any projections, forecasts, estimates, performance metrics or operating statistics, whether or not shared with the Purchaser (it being understood that the causes underlying such failure may be taken into account in determining whether a Material Adverse Effect has occurred); or (ix) changes or effects arising directly out of, or primarily attributable to, the announcement, execution, pendency or the performance of this Agreement or the identity of the Purchaser.

"New Franchise Agreement" has the meaning set forth in Section 5.6(b).

"New Survey" has the meaning set forth in Section 4.1(b).

"OFAC" has the meaning set forth in Section 8.1(g).

"Order" and "Orders" have the meaning set forth in Section 8.1(g).

"Party" has the meaning set forth in the preamble.

"Permitted Exception" has the meaning set forth in Section 4.2.

"Personal Property" has the meaning set forth in Section 1.1(c).

"Plan" has the meaning set forth in Section 3.4.

"PIP" has the meaning set forth in Section 5.6(c).

"Premises" has the meaning set forth in Section 1.1(b).

"Prepetition Secured Parties" has the meaning set forth in the Settlement Agreement.

"Prepetition Secured Parties' Claim" has the meaning set forth in the Settlement Agreement.

"Property" has the meaning set forth in Section 1.1.

"Purchase Price" means $91,000,000.00, which is the bid for the Property submitted at the Auction by the Purchaser and accepted by Seller as the highest and best bid, which as of Closing shall constitute a credit against the Prepetition Secured Parties' Claim, pursuant to the Credit Bid Direction Letter.

"Purchased Receivables" has the meaning set forth in Section 1.1(c)(ii).

"Purchaser" has the meaning set forth in the preamble.

"Purchaser's Representatives" means any of Purchaser's Affiliates, employees, agents, contractors, attorneys, accountants, consultants, and representatives.

"Rail Contracts" has the meaning set forth in Section 1.1(e).

"Real Property" has the meaning set forth in Section 1.1(a).

"Rents" has the meaning set forth in Section 3.1(d).

"Rooms Ledger" has the meaning set forth in Section 1.1(c)(ii).

"Seller" has the meaning set forth in the preamble.

"Seller's knowledge" and "Seller's actual knowledge" have the meaning set forth in Section 8.3(b).

"Seller Related Parties" has the meaning set forth in Section 1.2(b).

"Settlement Agreement" means the Settlement Agreement approved by the Bankruptcy Court in the *Order (1) Approving a Settlement Pursuant to Fed. R. Bankr. P. 9019; and (II) Granting Related Relief* entered by the Bankruptcy Court Docket No. 478 in the Chapter 11 Case.

"Specified Employee" has the meaning set forth in Section 8.3(b).

"Survey" has the meaning set forth in Section 4.1(b).

"Tenant Notice Letter" has the meaning set forth in Section 6.2(g).

"Title Commitment" has the meaning set forth in Section 4.1(a).

"Title Company" means Fidelity National Title Insurance Company, 485 Lexington Avenue, 18th Floor, New York, NY 10017, Attn: James Lark, (212) 845-3124, james.lark@fnf.com.

"Title Policy" has the meaning set forth in Section 7.1(e).

"WARN Act" has the meaning set forth in Section 5.8.

"Winning Bidder" has the meaning set forth in the Bidding Procedures Order.

EXHIBIT A

Legal Description of Real Property

See legal descriptions contained in Exhibit A of each Deed in Exhibit B.

EXHIBIT B

Forms of Deeds[1]

[Attached]

[1] Subject to final review by local counsel.

THIS INSTRUMENT PREPARED BY:
Hunton Andrews Kurth LLP
600 Travis Street, Suite 4200
Houston, TX 7702

AFTER RECORDING, RETURN TO:
[GRANTEE]
[ ]
[ ]

Exempt from Filing Affidavit of Property Value pursuant to A.R.S. § 11-1134(A)(5)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made effective as of _____ __, 2025 (the "Effective Date"), by **LODGING ENTERPRISES, LLC**, a Delaware limited liability company, whose post office address is 8535 East 21st Street North, Suite 250, Wichita, KS 67206 ("Grantor" as successor-in-interest to Lodging Properties, LLC, a Delaware limited liability company, by merger on November 27, 2019, to and for the benefit of _____, a _____, whose post office address is _____ ("Grantee").

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, conveyed, and sold, and does hereby grant, bargain, convey, and sell, unto Grantee and Grantee's successors and assigns, all that certain land lying, situated and being in Yuma County, Arizona, more particularly described on Exhibit A attached hereto and by this reference incorporated herein (the "Land"), and all rights, privileges, tenements, hereditaments, easements and appurtenances belonging to the Land;

TOGETHER WITH all of Grantor's right, title and interest in and to all buildings, structures and other improvements located on the Land, and any and all fixtures attached to or incorporated within such buildings, structures and other improvements, if any.

All of the property and property rights described above shall be referred to herein as the "Property".

To have and to hold the Property, and all the estate, right, title, interest, lien, and equity whatsoever of Grantor with respect to same, either in law or in equity, to the proper use and benefit of Grantee and Grantee's successors and assigns, forever, in fee simple.

This conveyance is subject to all real estate taxes and assessments not yet due and payable, all matters of record (to the extent the same are still in force and effect), all matters which would be disclosed by a current, accurate survey of the Property, any prior mineral right reservations and all zoning laws, regulations, and ordinances relating to the Property (the "Permitted Exceptions").

Subject to the Permitted Exceptions, Grantor does hereby covenant with Grantee that Grantor will specially warrant title to the Property and will defend it against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR THE WARRANTY OF TITLE AS SET FORTH HEREIN, THE PROPERTY CONVEYED HEREUNDER IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF GRANTOR. GRANTOR HAS NOT, DOES NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OR CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY.

This Special Warranty Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Property is transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

[signature page follows]

IN WITNESS WHEREOF, this Special Warranty Deed has been executed by Grantor on the date of the acknowledgement set forth below to be effective as of the Effective Date.

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
)
COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public in and for the County and State, the within named _____, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ of Lodging Enterprises, LLC, a Delaware limited liability company, and that he, acting in such capacity, and authorized so to do, executed the foregoing instrument on behalf of said company for the purposes therein contained.

Witness my hand and seal this ____ day of _____, 2025.

_____
Notary Public

My Commission Expires: _____

EXHIBIT A

Legal Description

Real property in the City of Yuma, County of Yuma, State of Arizona, described as follows:

PARCEL NO. 1:

PARCEL A, OAK TREE INN LOT SPLIT, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF YUMA COUNTY, ARIZONA, RECORDED JUNE 22, 1998, IN BOOK 15 OF PLATS, PAGE 95, AS FEE NO. 1998-16442, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 8 SOUTH, RANGE 23, WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34;

THENCE SOUTH 00 DEGREES 10 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, A DISTANCE OF 760.00 FEET;

THENCE NORTH 89 DEGREES 45 MINUTES 45 SECONDS EAST PARALLEL TO AND 760.00 FEET SOUTHERLY OF THE NORTH LINE OF SAID WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SUNRIDGE DRIVE, SAID POINT IS THE NORTHEAST CORNER OF THE PARCEL DESCRIBED IN DOCKET 1522, PAGE 644, AND THE TRUE POINT OF BEGINNING:

THENCE CONTINUING NORTH 89 DEGREES 45 MINUTES 45 SECONDS EAST, A DISTANCE OF 300.60 FEET TO A POINT ON SAID EAST LINE OF SAID WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34;

THENCE SOUTH 00 DEGREES 10 MINUTES 45 SECONDS EAST ALONG SAID EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, A DISTANCE OF 340.00 FEET;

THENCE SOUTH 89 DEGREES 45 MINUTES 45 SECONDS WEST A DISTANCE OF 300.67 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SUNRIDGE DRIVE;

THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE OF SUNRIDGE DRIVE, A DISTANCE OF 340.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 2:

PARCEL B, OAK TREE INN LOT SPLIT, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF YUMA COUNTY, ARIZONA, RECORDED JUNE 22, 1998, IN BOOK 15 OF PLATS, PAGE 95, AS FEE NO. 1998-16442, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 8 SOUTH, RANGE 23 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34;

THENCE SOUTH 00 DEGREES 10 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, A
DISTANCE OF 1040.00 FEET;

THENCE NORTH 89 DEGREES 45 MINUTES 45 SECONDS EAST PARALLEL TO AND 1040.00 FEET SOUTHERLY OF THE NORTH LINE OF SAID WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE SUNRIDGE DRIVE AS DESCRIBED IN DOCKET 1522, PAGE 644, SAID POINT BEING THE TRUE POINT OF BEGINNING:

THENCE CONTINUING NORTH 89 DEGREES 45 MINUTES 45 SECONDS EAST A DISTANCE OF 300.67 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34; THENCE SOUTH 00 DEGREES 10 MINUTES 45 SECONDS EAST ALONG SAID EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, A DISTANCE OF 34.74 FEET;

THENCE SOUTH 30 DEGREES 56 MINUTES 33 SECONDS EAST, A DISTANCE OF 174.37 FEET TO A POINT WHICH LIES 35.00 FEET NORTHERLY OF THE SOUTH LINE OF SAID WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34;

THENCE SOUTH 89 DEGREES 42 MINUTES 49 SECONDS WEST PARALLEL TO AND 35.00 FEET NORTHERLY OF THE SOUTH LINE OF SAID WEST HALF OF THE

NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, A DISTANCE OF 364.90 FEET TO A POINT WHICH LIES 55.00 FEET EASTERLY OF THE WEST LINE OF SAID WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34;

THENCE NORTH 45 DEGREES 13 MINUTES 36 SECONDS WEST A DISTANCE OF 35.32 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE OF SUNRIDGE DRIVE, SAID POINT LIES 60.00 FEET NORTHERLY OF THE SOUTH LINE OF SAID WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34;

THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE OF SUNRIDGE DRIVE, A DISTANCE OF 159.99 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT B

Sale Order

[Attached]

RECORDING REQUESTED BY:

Fidelity National Title Company

AND WHEN RECORDED MAIL TO AND MAIL TAX STATEMENTS TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
☐ unincorporated area

☑ the city of _____

Documentary Transfer Tax is $_____
☑ computed on full value of interest or property conveyed, or
☐ full value less value of liens or encumbrances remaining at the time of sale

TRANSFER TAX: $ _____

APN: 059-010-160, 059-010-020 and 059-010-170

GRANT DEED

KNOW ALL PERSONS BY THESE PRESENTS:

THIS GRANT DEED, made the [_____] day of [_____, 2025] by LODGING ENTERPRISES, LLC, a Delaware limited liability company ("Grantor"), having an address of 8535 East 21st Street North, Suite 250, Wichita, Kansas 67206, to [_____], a [_____] ("Grantee") having an address at [_____]:

WITNESSETH: That Grantor, for and in consideration of the sum of [_____] and [00/100 Dollars] ($[_____]) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, remises, releases, conveys and confirms unto the Grantee, its successors and assigns, that certain land situated in Siskiyou County, California, and described on Exhibit A attached hereto and incorporated herein by reference:

TOGETHER, with all easements, tenements, appurtenances thereto belonging to the land; and

TOGETHER, with all buildings and other improvements now or in the future located on the land; and **TOGETHER**, with all of Grantor's right, title, and interest, if any, in and to the streets, avenues, roads, ways, alleys, waterways, and canals, open and proposed, in front of or adjoining the land (collectively, the "Property");

TO HAVE AND TO HOLD, the same in fee simple forever.

This conveyance is subject to all real estate taxes and assessments not yet due and payable, all matters of record (to the extent the same are still in force and effect), all matters which would be disclosed by a current, accurate survey of the Property, any prior mineral right reservations and all zoning laws, regulations, and ordinances relating to the Property (the "Permitted Exceptions").

AND, Grantor specially warrants title to the Property, and will defend it against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other, subject to the Permitted Exceptions.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR THE WARRANTY OF TITLE AS SET FORTH HEREIN, THE PROPERTY CONVEYED HEREUNDER IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF GRANTOR. GRANTOR HAS NOT, DOES NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OR CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY.

This Grant Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Property is transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

[Signature Page To Follow]

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By:_____
Name:_____
Title:_____

[NOTARY BLOCK OF JURISDICTION WHERE EXECUTED TO BE USED]

STATE OF _____ §
§
COUNTY OF _____ §

[XXXXXXXXXXXXXXXXXXXXXXXX]

WITNESS my hand and official seal.

(SEAL)

_____
Notary Public in and for State of _____

_____
Print name of notary
My Commission Expires: _____

EXHIBIT A

Legal Description

THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 4 WEST, MOUNT DIABLO MERIDIAN.

SAVING AND EXCEPTING THEREFROM THE FOLLOWING:

(A) THE 200 FOOT STRIP OF LAND OWNED AND OCCUPIED BY THE SOUTHERN PACIFIC RAILROAD COMPANY.

(B) THE 60 FOOT STRIP OF LAND, OLD CALIFORNIA STATE HIGHWAY U.S.99, AS DESCRIBED IN DEED RECORDED JUNE 04, 1915, IN LIBER 93 OF DEEDS, PAGE 15.

(C) THE STRIPS OF LAND OF VARYING WIDTHS CONVEYED TO THE STATE OF CALIFORNIA FOR FREEWAY PURPOSES BY DEEDS RECORDED JANUARY 04, 1933, IN BOOK 40, PAGE 358; AND ALSO JANUARY 21, 1952 IN LIBER 291, OFFICIAL RECORDS, PAGE 1; AND ALSO RECORDED OCTOBER 14, 1952 IN LIBER 304 OFFICIAL RECORDS, PAGE 300, AND ALSO RECORDED OCTOBER 08, 1975, IN BOOK 742, PAGE 779, TOGETHER WITH ALL ABUTTERS RIGHTS.

(D) A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 4 WEST, MOUNT DIABLO BASE & MERIDIAN, GRANTED TO THE STATE OF CALIFORNIA, UNDER GRANT DEED, RECORDED OCTOBER 21, 1955, IN VOLUME 358, PAGE 114, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY TERMINUS OF THE COURSE RECITED AS "NORTH 42° 37' 20" WEST, 20.52 FEET", IN THE DEED FROM EMMA WEHRHEIM TO THE STATE OF CALIFORNIA

RECORDED JANUARY 21, 1952 IN VOLUME 291, OFFICIAL RECORDS, AT PAGE 1 SISKIYOU COUNTY RECORDS; THENCE ALONG THE NORTHWESTERLY LINE OF STATE HIGHWAY AS CONVEYED BY SAID DEED, FROM A TANGENT WHICH BEARS SOUTH 45° 22' 40" WEST, ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2,100 FEET THROUGH AN ANGLE OF 2° 43' 42", FOR A DISTANCE OF 100.00 FEET; THENCE NORTH 64° 23' 29" WEST, 65.64 FEET TO THE SOUTHERLY LINE OF STATE HIGHWAY RIGHT OF WAY AS IT EXISTED IN 1940; THENCE, SOUTH 42° 37' 20" EAST, 20.52 FEET TO THE POINT OF BEGINNING.

(E) ALL THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 4 WEST, M.D. CALIFORNIA, DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF THE JONES TRACT OR LOT BEING THE POINT OF INTERSECTION OF THE WEST LINE OF SAID NORTHEAST QUARTER WITH

THE NORTHWESTERLY BOUNDARY OF THE STATE HIGHWAY WHICH POINT IS A DISTANT NORTH 0° 11' EAST 421.5 FEET FROM THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF SOUTHEAST QUARTER OF SAID SECTION 13; THENCE RUNNING NORTHEASTERLY 350 FEET ALONG THE NORTHWESTERLY SIDE OF SAID STATE HIGHWAY; THENCE NORTH TO THE MIDDLE OF HEDGE CREEK; THENCE DOWN AND ALONG SAID HEDGE CREEK TO ITS JUNCTION WITH E SACRAMENTO RIVER; THENCE WESTERLY ALONG THE EASTERLY BANK OF SAID SACRAMENTO RIVER TO ITS INTERSECTION WITH THE EAST BOUNDARY LINE OF SAID JONES TRACT OR LOT, BEING ALSO THE WEST LINE OF SAID NORTHEAST QUARTER OF SOUTHEAST QUARTER OF SAID SECTION 13; THENCE SOUTH ALONG SAID LINE TO POINT OF BEGINNING.

LESS THAT PORTION DEEDED TO THE STATE OF CALIFORNIA FOR HIGHWAY PURPOSES BY DEED DATED SEPTEMBER 08, 1932, RECORDED JANUARY 04, 1933, IN LIBER 40, OFFICIAL RECORDS, PAGE 358.

(F) ALL THAT PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 4 WEST, MOUNT DIABLO MERIDIAN DESCRIBED AS:

BEGINNING AT THE INTERSECTION OF THE EAST-WEST CENTERLINE OF SAID SECTION 13 AND THE EASTERLY BANK OF SACRAMENTO RIVER; THENCE IN A GENERAL SOUTHERLY DIRECTION ALONG THE EASTERLY BANK OF SAID RIVER A DISTANCE OF 350.00 FEET TO A POINT; THENCE EASTERLY ON A LINE PARALLEL WITH THE SOUTH BOUNDARY LINE OF THE NORTHEAST 1/4 OF SECTION 13 TO THE CENTERLINE OF HEDGE CREEK; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF HEDGE CREEK TO A POINT ON THE EAST BOUNDARY LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 13; THENCE NORTH ALONG SAID EAST LINE TO THE EAST 1/4 CORNER OF SAID SECTION 13; THENCE WEST ALONG THE EAST-WEST CENTERLINE OF SECTION 13 TO THE POINT OF BEGINNING.

(G) ALSO EXCEPTING THEREFROM ALL THAT LAND GRANTED TO THE SIERRA CLUB FOUNDATION IN THE GRANT DEED RECORDED OCTOBER 30, 1975 IN VOLUME 743 OFFICIAL RECORDS PAGE 842.

SAID LAND MORE PARTICULARLY DESCRIBED AS:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF DUNSMUIR, COUNTY OF SISKIYOU, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 4 WEST, M.D.B.& M., DESCRIBED AS FOLLOWS:

THAT CERTAIN PARCEL SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED FOR RECORD IN THE SISKIYOU COUNTY RECORDERS OFFICE ON JANUARY 14TH, 2002, IN BOOK 19 OF RECORD SURVEYS, PAGE 52, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 4 WEST, M.D.B.& M., AS SAID POINT IS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED FOR RECORD IN THE SISKIYOU COUNTY RECORDERS OFFICE ON JANUARY 14TH, 2002, IN BOOK 19 OF RECORD SURVEYS, PAGE 52. THENCE ALONG THE SOUTHERLY LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, SOUTH 89°29'57" WEST 688.80 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SISKIYOU AVENUE, AS SAID SISKIYOU AVENUE IS SHOWN ON SAID RECORD OF SURVEY, SAID POINT ALSO BEING A POINT ON A NON-TANGENT 440.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, THE RADIAL OF WHICH BEARS SOUTH 54°45'04" WEST;

THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF SAID SISKIYOU AVENUE ALONG SAID NONTANGENT CURVE NORTHERLY, THROUGH AN INCLUDED ANGLE OF 14°32'57" AN ARC DISTANCE OF 111.73 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE 5, AS SAID INTERSTATE 5 IS SHOWN ON SAID RECORD OF SURVEY;

THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF SISKIYOU AVENUE, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF SAID INTERSTATE 5 THE FOLLOWING TWO (2) COURSES:

(1) NORTH 50°22'05" EAST 618.34 FEET;

(2) THENCE NORTH 57°12'29" EAST 241.92' TO A POINT ON THE EASTERLY LINE OF SAID SECTION 13 AS SHOWN ON SAID RECORD OF SURVEY;

THENCE ALONG SAID EASTERLY LINE OF SAID SECTION 13, SOUTH 0°33'26" WEST 508.99 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

Sale Order

[Attached]

RECORDING REQUESTED BY:

Fidelity National Title Company

AND WHEN RECORDED MAIL TO AND MAIL TAX STATEMENTS TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
☐ unincorporated area

☑ the city of _____

Documentary Transfer Tax is $_____
☑ computed on full value of interest or property conveyed, or
☐ full value less value of liens or encumbrances remaining at the time of sale

TRANSFER TAX: $ _____

APN: 0537-023-01-0-000 and 0516-101-31-0-000

GRANT DEED

KNOW ALL PERSONS BY THESE PRESENTS:

THIS GRANT DEED, made the [_____] day of [_____, 2025] by LODGING ENTERPRISES, LLC, a Delaware limited liability company ("Grantor" as successor-in-interest to (i) Lodging Enterprises, Inc., a Delaware corporation and Lodging Enterprises, Inc., a Kansas corporation, by merger on April 17, 2008 and name change on April 18, 2008 and (ii) Lodging Properties, LLC, a Delaware limited liability company, by merger on November 27, 2019, *copies of which merger and name change documents are attached hereto as Schedule 1*), having an address of 8535 East 21st Street North, Suite 250, Wichita, Kansas 67206, to [_____], a [_____] ("Grantee") having an address at [_____]:

WITNESSETH: That Grantor, for and in consideration of the sum of [_____] and [00/100] Dollars ($[_____]) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, remises, releases, conveys and confirms unto the Grantee, its successors and assigns, that certain land situated in San Bernardino County, California, and described on Exhibit A attached hereto and incorporated herein by reference:

TOGETHER, with all easements, tenements, appurtenances thereto belonging to the land; and

TOGETHER, with all buildings and other improvements now or in the future located on the land; and **TOGETHER**, with all of Grantor's right, title, and interest, if any, in and to the

streets, avenues, roads, ways, alleys, waterways, and canals, open and proposed, in front of or adjoining the land (collectively, the "Property");

TO HAVE AND TO HOLD, the same in fee simple forever.

This conveyance is subject to all real estate taxes and assessments not yet due and payable, all matters of record (to the extent the same are still in force and effect), all matters which would be disclosed by a current, accurate survey of the Property, any prior mineral right reservations and all zoning laws, regulations, and ordinances relating to the Property (the "Permitted Exceptions").

AND, Grantor specially warrants title to the Property, and will defend it against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other, subject to the Permitted Exceptions.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR THE WARRANTY OF TITLE AS SET FORTH HEREIN, THE PROPERTY CONVEYED HEREUNDER IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF GRANTOR. GRANTOR HAS NOT, DOES NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OR CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY.

This Grant Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Property is transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

[Signature Page To Follow]

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By:_____
Name:_____
Title:_____

[NOTARY BLOCK OF JURISDICTION WHERE EXECUTED TO BE USED]

STATE OF _____ §
§
COUNTY OF _____ §

[XXXXXXXXXXXXXXXXXXXXXXXX]

WITNESS my hand and official seal.

(SEAL)

_____
Notary Public in and for State of _____

_____
Print name of notary
My Commission Expires: _____

EXHIBIT A

Legal Description

PARCEL 1:

ALL THAT PORTION OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 9 NORTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, LYING SOUTHERLY OF THE SOUTHERLY LINE OF THAT CERTAIN PORTION CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED MAY 2, 1960 IN BOOK 5125 PAGE 301 OF OFFICIAL RECORDS.

PARCEL 2:

THAT PORTION OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 9 NORTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND ON FILE IN THE DISTRICT LAND OFFICE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4; THENCE ALONG THE EAST LINE OF SAID SECTION, NORTH 1 DEG. 27' 58" WEST 122.51 FEET; THENCE SOUTH 80 DEG. 25' 36" WEST 628.50 FEET; THENCE SOUTH 79 DEG. 24' 14" WEST 35.18 FEET TO THE SOUTH LINE OF SAID NORTHEAST 1/4; THENCE ALONG SAID SOUTH LINE SOUTH 89 DEG. 00' 00" EAST 657.56 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL MINERALS, OILS, GASES AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE PARCEL OF LAND HEREINABOVE DESCRIBED, WITHOUT, HOWEVER, THE RIGHT TO DRILL, DIG OR MINE THROUGH THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED IN BOOK 6246, PAGE 589, OFFICIAL RECORDS.

EXHIBIT B

Sale Order

[Attached]

SCHEDULE 1

Copies of Merger Documents

[Attached]

SPECIAL WARRANTY DEED

STATE OF COLORADO §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF ROUTT §

THAT LODGING ENTERPRISES, LLC, a Delaware limited liability company ("Grantor"), whose street address is 8535 East 21st Street North, Wichita, KS 67206, for the consideration of _____ and No/100 Dollars ($__.00), in hand paid, hereby sells and conveys to _____, a _____ _____ ("Grantee"), whose street address is _____, the following real property in the County of Routt and State of Colorado, to wit: being more particularly described in Exhibit A, attached hereto and made a part hereof for all purposes (the "Land"), together with all improvements and appurtenances thereto (together with the Land, collectively, the "Property"), and warrants the title against all persons claiming under Grantor, but not otherwise, subject only taxes for the year 2025, not yet due and payable.

This conveyance is subject to all real estate taxes and assessments not yet due and payable, all matters of record (to the extent the same are still in force and effect), all matters which would be disclosed by a current, accurate survey of the Property, any prior mineral right reservations and all zoning laws, regulations, and ordinances relating to the Property (the "Permitted Exceptions").

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR THE WARRANTY OF TITLE AS SET FORTH HEREIN, THE PROPERTY CONVEYED HEREUNDER IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF GRANTOR. GRANTOR HAS NOT, DOES NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OR CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY.

This Special Warranty Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Property is transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

[Remainder of Page Intentionally Blank. Signature Page Follows.]

EXECUTED this ___ day of _____, 2025.

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025, by _____, _____, of Lodging Enterprises, LLC, a Delaware limited liability company, on behalf of said company.

_____
Notary Public, State of _____

Printed Name: _____

Commission expires: _____

AFTER RECORDING PLEASE RETURN TO:
[GRANTEE]
[ ]
[ ]

EXHIBIT A

Legal Description

Parcel A as shown on the Map or Plat and Boundary Agreement of Tracts of Land located in Lots 40 thru 46, the Alley between Lots 39 and 40 of Hernage Addition to the Town of Yampa and in a portion of the NE1/4NE1/4 of Section 15, T2N, R85W, of the 6th PM, County of Routt, State of Colorado, dated May 20, 1998, recorded July 9, 1998, in File No. 12567 and Book 748, Page 484.

EXHIBIT B

Sale Order

[Attached]

Preparer Information:
Matt Chelf
Hunton Andrews Kurth LLP
600 Travis Street, Suite 4200
Houston, TX 77002
713-220-4200

Taxpayer Information:
[_____]
[_____]
[_____]
[Phone:_____]

Return Document to:
[_____]
[_____]
[_____]
[Phone:_____]

Type of Document: Special Warranty Deed
Grantors: LODGING ENTERPRISES, LLC **Grantees:**

See Page 5 of Deed for Legal Description

Book and Page Reference:

SPECIAL WARRANTY DEED

STATE OF IOWA §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF CLINTON §

THAT, LODGING ENTERPRISES, LLC, a Delaware limited liability company, whose post office address is 8535 East 21st Street North, Suite 250, Wichita, KS 67206 ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, has Granted, Sold, and Conveyed, and by these presents does Grant, Sell, and Convey, unto [GRANTEE], a [_____], whose post office address is [_____] ("Grantee") (i) all that real property situated in the County of Clinton, State of Iowa, and more particularly described on Exhibit A attached hereto and made a part hereof for all purposes, (ii) together with all improvements and related amenities located in and on such real property, (iii) easements, if any, benefiting such real property, and (iv) all rights and appurtenances, if any, pertaining to such real property, including any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way (collectively, the "Property").

This conveyance is subject to all real estate taxes and assessments not yet due and payable, all matters of record (to the extent the same are still in force and effect), all matters which would be disclosed by a current, accurate survey of the Property, any prior mineral right reservations and all zoning laws, regulations, and ordinances relating to the Property (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, together with all and singular the rights and appurtenances belonging in any way to the Property, unto the said Grantee, its successors and assigns forever, and Grantor binds itself and its successors and

assigns to warrant and forever defend all and singular the Property, subject to the Permitted Exceptions, to Grantee, its successors and assigns against every person lawfully claiming or to claim all or any part of the Property, by, through, or under Grantor, but not otherwise.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SPECIAL WARRANTY DEED (THIS "DEED"), THE PROPERTY CONVEYED BY THIS DEED IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE "AS IS", "WHERE IS" AND "WITH ALL FAULTS", AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF GRANTOR. EXCEPT FOR THE WARRANTIES SET FORTH ABOVE IN THIS DEED, GRANTOR HAS NOT, DOES NOT, AND WILL NOT, MAKE ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR ANY PARTICULAR USE, OR WITH RESPECT TO VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY.

This Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Property is transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the Property as described in Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed this Deed to be effective as of the ____ of _____, 2025.

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF [_____] §
§
COUNTY OF [_____] §

This instrument was acknowledged before me on _____, 2025, by _____, as _____ of [_____], a [_____] company, on behalf of said company.

_____
Notary Public, State of [_____]

My Commission expires: _____

EXHIBIT A

Legal Description

Real property in the City of Clinton, County of Clinton, State of Iowa, described as follows:

PARCEL 1:

LOT 9 IN VALLEY WEST SUBDIVISION NO. 4 IN THE CITY OF CLINTON, CLINTON COUNTY, IOWA.

PARCEL 2:
PARCEL 9-A DESCRIBED AS FOLLOWS: A PART OF VALLEY WEST COURT LOCATED IN VALLEY WEST SUBDIVISION NO. 4, IN THE CITY OF CLINTON, CLINTON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A ONE-HALF INCH ROUND IRON ROD STAKE MARKING THE SOUTHWEST CORNER OF LOT 9 OF SAID VALLEY WEST SUBDIVISION NO. 4; THENCE SOUTH 89 DEGREES 26 MINUTES 08 SECONDS WEST, ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 57.22 FEET TO A ONE-HALF INCH ROUND IRON ROD STAKE; THENCE NORTHWESTERLY, ALONG THE ARC OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 188.54 FEET, AN ARC LENGTH OF 78.25 FEET TO A ONE-HALF INCH ROUND IRON ROD STAKE, CHORD OF THE LAST NAMED CURVE BEARS NORTH 21 DEGREES 16 MINUTES 11 SECONDS WEST, A DISTANCE OF 77.69 FEET; THENCE SOUTHEASTERLY, ALONG THE FORMER RIGHT OF WAY LINE OF SAID VALLEY WEST COURT, BEING THE ARC OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 46.37 FEET TO A ONEHALF INCH ROUND IRON ROD STAKE, CHORD OF THE LAST NAMED CURVE BEARS SOUTH 59 DEGREES 43 MINUTES 31 SECONDS EAST, A DISTANCE OF 44.72 FEET; THENCE SOUTHEASTERLY, ALONG THE SAID RIGHT OF WAY OF VALLEY WEST COURT, BEING THE ARC OF A CURVE, HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 74.81 FEET TO THE POINT OF BEGINNING, CHORD OF THE LAST NAMED CURVE BEARS SOUTH 43 DEGREES 25 MINUTES 40 SECONDS EAST, A DISTANCE OF 68.03 FEET.

EXHIBIT B

Sale Order

[Attached]

Preparer Information:
Matt Chelf
Hunton Andrews Kurth LLP
600 Travis Street, Suite 4200
Houston, TX 77002
713-220-4200

Taxpayer Information:
[_____]
[_____]
[_____]
[Phone:_____]

Return Document to:
[_____]
[_____]
[_____]
[Phone:_____]

Type of Document: Special Warranty Deed
Grantors: LODGING ENTERPRISES, LLC **Grantees:**

See Page 5 of Deed for Legal Description

Book and Page Reference:

SPECIAL WARRANTY DEED

STATE OF IOWA §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRISON §

THAT, LODGING ENTERPRISES, LLC, a Delaware limited liability company, whose post office address is 8535 East 21st Street North, Suite 250, Wichita, KS 67206 ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, has Granted, Sold, and Conveyed, and by these presents does Grant, Sell, and Convey, unto [GRANTEE], a [_____], whose post office address is [_____] ("Grantee") (i) all that real property situated in the County of Harrison, State of Iowa, and more particularly described on Exhibit A attached hereto and made a part hereof for all purposes, (ii) together with all improvements and related amenities located in and on such real property, (iii) easements, if any, benefiting such real property, and (iv) all rights and appurtenances, if any, pertaining to such real property, including any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way (collectively, the "Property").

This conveyance is subject to all real estate taxes and assessments not yet due and payable, all matters of record (to the extent the same are still in force and effect), all matters which would be disclosed by a current, accurate survey of the Property, any prior mineral right reservations and all zoning laws, regulations, and ordinances relating to the Property (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, together with all and singular the rights and appurtenances belonging in any way to the Property, unto the said Grantee, its successors and assigns forever, and Grantor binds itself and its successors and assigns to warrant and forever defend all and singular the Property, subject to the Permitted Exceptions, to Grantee, its successors and assigns against every person lawfully claiming or to claim all or any part of the Property, by, through, or under Grantor, but not otherwise.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SPECIAL WARRANTY DEED (THIS "DEED"), THE PROPERTY CONVEYED BY THIS DEED IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE "AS IS", "WHERE IS" AND "WITH ALL FAULTS", AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF GRANTOR. EXCEPT FOR THE WARRANTIES SET FORTH ABOVE IN THIS DEED, GRANTOR HAS NOT, DOES NOT, AND WILL NOT, MAKE ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR ANY PARTICULAR USE, OR WITH RESPECT TO VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY.

This Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Property is transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the Property as described in Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed this Deed to be effective as of the ____ of _____, 2025.

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF [_____] §
§
COUNTY OF [_____] §

This instrument was acknowledged before me on _____, 2025, by _____, as _____ of [_____], a [_____] company, on behalf of said company.

_____
Notary Public, State of [_____]

My Commission expires: _____

EXHIBIT A

Legal Description

The Land referred to in this policy is described as follows:

Real property in the City of Missouri Valley, County of Harrison, State of Iowa, described as follows:

A PARCEL OF LAND LOCATED IN PART OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 78, NORTH, RANGE 44 WEST OF THE 5TH PRINCIPAL MERIDIAN, HARRISON COUNTY, IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 16; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16, SOUTH 88 DEGREES 40 MINUTES 42 SECONDS EAST (AN ASSUMED BEARING RELATIVE TO ALL BEARINGS CONTAINED HEREIN) FOR 1575.47 FEET TO THE SOUTHERLY PROJECTION OF THE CENTERLINE OF A SECONDARY ROAD CONNECTION (SOUTH WILLOW STREET) TO U.S. HIGHWAY NO. 30; THENCE ALONG SAID SOUTHERLY PROJECTION AND CENTERLINE OF THE SAID SECONDARY ROAD CONNECTION (SOUTH WILLOW STREET), NORTH 01 DEGREE 31 MINUTES 32 SECONDS EAST FOR 767.33 FEET TO THE NORTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 551, PAGE 1695 OF THE HARRISON COUNTY RECORDS; THENCE ALONG THE NORTH LINE OF SAID PARCEL OF LAND DESCRIBED IN BOOK 551, PAGE 1695, SOUTH 88 DEGREES 29 MINUTES 42 SECONDS EAST FOR 33 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID SECONDARY ROAD CONNECTION (SOUTH WILLOW STREET) BEING 33 FEET EAST OF SAID CENTERLINE, NORTH 01 DEGREE 31 MINUTES 32 SECONDS EAST FOR 225 FEET; THENCE SOUTH 88 DEGREES 29 MINUTES 42 SECONDS EAST FOR 350 FEET; THENCE SOUTH 01 DEGREE 31 MINUTES 32 SECONDS WEST FOR 225 FEET TO A POINT ON THE EASTERLY PROJECTION OF SAID PARCEL OF LAND DESCRIBED IN BOOK 551, PAGE 1695; THENCE ALONG THE EASTERLY PROJECTION OF SAID PARCEL OF LAND DESCRIBED IN BOOK 551, PAGE 1695, NORTH 88 DEGREES 29 MINUTES 42 SECONDS WEST FOR 350 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

Sale Order

[Attached]

When Recorded Return to:

[GRANTEE]
[_____]
Attention: [_____]

SPECIAL WARRANTY DEED

STATE OF KANSAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BOURBON §

THIS SPECIAL WARRANTY DEED is made this ____ day of ____, 2025, by LODGING ENTERPRISES, LLC, a Delaware limited liability company, having an address at 8535 East 21st Street North, Suite 250, Wichita, Kansas 67206 ("Grantor"), to [GRANTEE], a [_____], having an address at [_____], Attn: [_____] ("Grantee"). Grantor, in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee, that certain real property located in Bourbon County, Kansas, which is more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "Land"):

(a) all existing buildings, structures and other improvements located upon the Land, to the extent of Grantor's right, title and interest therein (collectively, the "Improvements").

(b) all right, title and interest (and all burdens, duties and obligations) of Grantor in all appurtenances, hereditaments, easements, reversionary rights, and all other rights,

privileges, and entitlements belonging to or running with the Land, including, to the extent assignable, all right, title and interest (and all burdens, duties and obligations) of Grantor in all water rights, riparian rights, appropriative rights, water allocations and water stock associated with the Land (collectively, the "Appurtenances") (the Land, the Improvements and the Appurtenances are hereinafter referred to collectively as the "Property"), subject to, however, all real estate taxes and assessments not yet due and payable, any easement, right of way, encroachment, conflict, discrepancy, overlapping of improvements, protrusion, lien, encumbrance, restriction, condition, covenant, exception or other matter with respect to the Property, local, state and federal laws, ordinances or governmental regulations, including, but not limited to, the permits, building and zoning laws, ordinances and regulations, now or hereafter in effect relating to the Property, any prior mineral right reservations, and any and all matters which would be disclosed by a current, accurate survey or visual inspection of the Property (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns FOREVER, and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

By accepting this Special Warranty Deed and by its recordation hereof, Grantee assumes the payment and performance of, and agrees to pay, perform and discharge, all of the debts, duties and obligations of Grantor arising out of the Property on or after the date hereof. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of Grantor and Grantee and their respective successors and assigns.

By accepting this Special Warranty Deed and by its recordation hereof, Grantee acknowledges that Grantee has independently and personally inspected the Property. The Property is sold to and accepted by Grantee in its then present condition, "**AS IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED,"** (other than the special warranty of title set forth herein). **EXCEPT AS EXPRESSLY SET FORTH HEREIN, GRANTOR MAKES NO REPRESENTATIONS AND WARRANTIES OF ANY KIND TO GRANTEE, INCLUDING, WITHOUT LIMITATION, WARRANTIES RELATING TO THE PHYSICAL CONDITION OF THE PROPERTY AND ANY IMPROVEMENTS LOCATED THEREON, THEIR SUITABILITY FOR ANY PARTICULAR PURPOSE, OR MERCHANTABILITY.**

This Special Warranty Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Property is transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

[***Signature on following page***]

IN WITNESS WHEREOF, this Special Warranty Deed has been executed this ___ day of ____, 2025.

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By:_____
Name:_____
Title:_____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on ____ ____, 2025, by the following person who is personally known to me, _____, _____ of LODGING ENTERPRISES, LLC, a Delaware limited liability company, on behalf of said company for the purposes and consideration therein expressed.

_____
Notary Public Signature
Printed/Typed Name:_____

(SEAL)
_____

My Commission Expires:_____
Commission Number:_____

EXHIBIT A

Legal Description

LOTS 4 AND 5 IN HERITAGE ADDITION, AN ADDITION TO THE CITY OF FORT SCOTT, KANSAS, FORMERLY A PORTION OF THE S/2 SW/4 OF SECTION 5, TOWNSHIP 26 SOUTH, RANGE 25, EAST OF THE 6TH. P.M., BOURBON COUNTY, KANSAS.

[Together with the following easement rights:
An easement for pole sign as more particularly described that certain Permanent Sign Easement, recorded in Book 324 of CR, Page 698 in favor of LaCross of Kansas, LLC.

An easement for pedestrian and vehicular ingress and egress as more particularly described in Temporary Roadway easement in Book 324 of CR, Page 692.]

EXHIBIT B

Sale Order

[Attached]

When Recorded Return to:

[GRANTEE]
[_____]
[_____]
Attention: [_____]

SPECIAL WARRANTY DEED

STATE OF KANSAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MARSHALL §

THIS SPECIAL WARRANTY DEED is made this ____ day of [____, 2025], by LODGING ENTERPRISES, LLC, a Delaware limited liability company, having an address at 8535 East 21st Street North, Suite 250, Wichita, Kansas 67206 ("Grantor"), to [GRANTEE], a [_____], having an address at [_____], Attn: [_____] ("Grantee"). Grantor, in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee, that certain real property located in Marshall County, Kansas, which is more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "Land"):

(a) all existing buildings, structures and other improvements located upon the Land, to the extent of Grantor's right, title and interest therein (collectively, the "Improvements").

(b) all right, title and interest (and all burdens, duties and obligations) of Grantor in all appurtenances, hereditaments, easements, reversionary rights, and all other rights,

privileges, and entitlements belonging to or running with the Land, including, to the extent assignable, all right, title and interest (and all burdens, duties and obligations) of Grantor in all water rights, riparian rights, appropriative rights, water allocations and water stock associated with the Land (collectively, the "Appurtenances") (the Land, the Improvements and the Appurtenances are hereinafter referred to collectively as the "Property"), subject to, however, all real estate taxes and assessments not yet due and payable, any easement, right of way, encroachment, conflict, discrepancy, overlapping of improvements, protrusion, lien, encumbrance, restriction, condition, covenant, exception or other matter with respect to the Property, local, state and federal laws, ordinances or governmental regulations, including, but not limited to, the permits, building and zoning laws, ordinances and regulations, now or hereafter in effect relating to the Property, any prior mineral right reservations, and any and all matters which would be disclosed by a current, accurate survey or visual inspection of the Property (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns FOREVER, and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

By accepting this Special Warranty Deed and by its recordation hereof, Grantee assumes the payment and performance of, and agrees to pay, perform and discharge, all of the debts, duties and obligations of Grantor arising out of the Property on or after the date hereof. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of Grantor and Grantee and their respective successors and assigns.

By accepting this Special Warranty Deed and by its recordation hereof, Grantee acknowledges that Grantee has independently and personally inspected the Property. The Property is sold to and accepted by Grantee in its then present condition, "**AS IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED,"** (other than the special warranty of title set forth herein). **EXCEPT AS EXPRESSLY SET FORTH HEREIN, GRANTOR MAKES NO REPRESENTATIONS AND WARRANTIES OF ANY KIND TO GRANTEE, INCLUDING, WITHOUT LIMITATION, WARRANTIES RELATING TO THE PHYSICAL CONDITION OF THE PROPERTY AND ANY IMPROVEMENTS LOCATED THEREON, THEIR SUITABILITY FOR ANY PARTICULAR PURPOSE, OR MERCHANTABILITY.**

This Special Warranty Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Property is transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

[***Signature on following page***]

IN WITNESS WHEREOF, this Special Warranty Deed has been executed this ___ day of ____, 2025.

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By:_____
Name:_____
Title:_____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on ____, 2025, by the following person who is personally known to me, _____, _____ of LODGING ENTERPRISES, LLC, a Delaware limited liability company, on behalf of said company for the purposes and consideration therein expressed.

_____
Notary Public Signature
Printed/Typed Name:_____

(SEAL)

_____

My Commission Expires:_____
Commission Number:_____

EXHIBIT A

Legal Description

A TRACT OF LAND IN THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE 6TH P.M., IN MARSHALL COUNTY, KANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF THE U.S. HIGHWAY 36 AND THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 7 EAST, SAID INTERSECTION BEING 1325.70 FEET EAST AT (AZ 89°29'41") ALONG SECTION LINE AND 75.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 35; THENCE SOUTH (AZ 179°13'06") ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35 FOR 585.00 FEET TO A 1/2" X 30" REBAR; THENCE EAST (AZ 89°33'42") FOR 326.81 FEET TO A 1/2" X 30" REBAR; THENCE NORTH (AZ 359°31'59") FOR 585.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 36 WHICH IS MARKED BY A 1/2" X 30" REBAR; THENCE WEST (AZ 259°33'32") ALONG SAID SOUTH RIGHT-OF-WAY FOR 330.02 FEET TO THE POINT OF BEGINNING, NOW A PART OF THE CITY OF MARYSVILLE, MARSHALL COUNTY, KANSAS;

AND, A TRACT OF LAND IN THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 7 EAST, OF THE 6TH P.M., IN MARSHALL COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 660.00 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 7 EAST, MARSHALL COUNTY, KANSAS. (POINT ALSO BEING THE SOUTHWEST CORNER OF THE LODGING ENTERPRISES INC. TRACT DESCRIBED IN DB390/PG698); THENCE EAST (AZ 89°33'42") ALONG THE SOUTH LINE OF SAID LODGING ENTERPRISES INC. TRACT FOR 326.81 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH (AZ 359°31'59") ALONG THE EAST LINE OF SAID LODGING ENTERPRISES INC. TRACT FOR 83.89 FEET TO THE SOUTHWEST CORNER OF THE MARYSVILLE CHRISTIAN FELLOWSHIP TRACT DESCRIBED IN DB367/PG672; THENCE EAST (AZ 89°32') ALONG THE SOUTH LINE OF SAID MARYSVILLE CHRISTIAN FELLOWSHIP TRACT FOR 264.25 FEET; THENCE SOUTH (AZ 179°13') FOR 415.57 FEET; THENCE WEST (AZ 269°43') FOR 591.52 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35; THENCE NORTH (AZ 359°13') ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35 FOR 329.88 FEET TO THE POINT OF BEGINNING, NOW A PART OF THE CITY OF MARYSVILLE, MARSHALL COUNTY, KANSAS;

LESS A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 7 EAST, OF THE 6TH P.M., IN MARSHALL COUNTY, KANSAS, BEING MORE FULLY DESCRIBED AS FOLLOWS: STARTING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35; THENCE SOUTHERLY (AZ 179°14'57") ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER FOR 660.00 FEET MORE OR LESS TO A 1/2" IRON PIN AT THE NORTHWEST CORNER OF THE ORIGINAL TRACT RECORDED IN DEED BOOK 393 AT PAGE 630 AND FILED IN THE MARSHALL COUNTY REGISTER OF DEEDS OFFICE; THENCE SOUTHERLY (AZ 179°13'06") ALONG THE WEST LINE OF SAID ORIGINAL TRACT AND THE WEST LINE OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER FOR 79.70 FEET TO THE POINT OF BEGINNING, SAID POINT BEING MARKED WITH A 1/2" X 30" REBAR WITH PLASTIC CAP (W/PC); THENCE CONTINUING SOUTHERLY (AZ 179°13'06") ALONG THE WEST LINE OF SAID ORIGINAL TRACT FOR 250.00 FEET TO THE SOUTHWEST CORNER OF SAID ORIGINAL TRACT; THENCE EASTERLY (AZ 89°41'14") ALONG THE SOUTH LINE OF SAID ORIGINAL TRACT FOR 250.00 FEET TO A 1/2" X 30" REBAR W/PC; THENCE NORTHERLY (AZ 359°13'06") FOR 250.00 FEET TO A 1/2" X 30" REBAR W/PC; THENCE WESTERLY (AZ 269°41'14") FOR 250.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

Sale Order

[Attached]

When Recorded Return to:

[GRANTEE]
[_____]
[_____]
Attention: [_____]

SPECIAL WARRANTY DEED

STATE OF KANSAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WALLACE §

THIS SPECIAL WARRANTY DEED is made this ____ day of ____, 2025, by LODGING ENTERPRISES, LLC, a Delaware limited liability company, having an address at 8535 East 21st Street North, Suite 250, Wichita, Kansas 67206 ("Grantor"), to [GRANTEE] , a [_____], having an address at [_____], Attn: [_____] ("Grantee"). Grantor, in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee, that certain real property located in Wallace County, Kansas, which is more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "Land"):

(a) all existing buildings, structures and other improvements located upon the Land, to the extent of Grantor's right, title and interest therein (collectively, the "Improvements").

(b) all right, title and interest (and all burdens, duties and obligations) of Grantor in all appurtenances, hereditaments, easements, reversionary rights, and all other rights,

privileges, and entitlements belonging to or running with the Land, including, to the extent assignable, all right, title and interest (and all burdens, duties and obligations) of Grantor in all water rights, riparian rights, appropriative rights, water allocations and water stock associated with the Land (collectively, the "Appurtenances") (the Land, the Improvements and the Appurtenances are hereinafter referred to collectively as the "Property"), subject to, however, all real estate taxes and assessments not yet due and payable, any easement, right of way, encroachment, conflict, discrepancy, overlapping of improvements, protrusion, lien, encumbrance, restriction, condition, covenant, exception or other matter with respect to the Property, local, state and federal laws, ordinances or governmental regulations, including, but not limited to, the permits, building and zoning laws, ordinances and regulations, now or hereafter in effect relating to the Property, any prior mineral right reservations, and any and all matters which would be disclosed by a current, accurate survey or visual inspection of the Property (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns FOREVER, and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

By accepting this Special Warranty Deed and by its recordation hereof, Grantee assumes the payment and performance of, and agrees to pay, perform and discharge, all of the debts, duties and obligations of Grantor arising out of the Property on or after the date hereof. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of Grantor and Grantee and their respective successors and assigns.

By accepting this Special Warranty Deed and by its recordation hereof, Grantee acknowledges that Grantee has independently and personally inspected the Property. The Property is sold to and accepted by Grantee in its then present condition, "**AS IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED,"** (other than the special warranty of title set forth herein). **EXCEPT AS EXPRESSLY SET FORTH HEREIN, GRANTOR MAKES NO REPRESENTATIONS AND WARRANTIES OF ANY KIND TO GRANTEE, INCLUDING, WITHOUT LIMITATION, WARRANTIES RELATING TO THE PHYSICAL CONDITION OF THE PROPERTY AND ANY IMPROVEMENTS LOCATED THEREON, THEIR SUITABILITY FOR ANY PARTICULAR PURPOSE, OR MERCHANTABILITY.**

This Special Warranty Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Property is transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

[***Signature on following page***]

IN WITNESS WHEREOF, this Special Warranty Deed has been executed this ___ day of ____, 2025.

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By:_____
Name:_____
Title:_____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on ____ ____, 2025, by the following person who is personally known to me, _____, _____ of LODGING ENTERPRISES, LLC, a Delaware limited liability company, on behalf of said company for the purposes and consideration therein expressed.

_____
Notary Public Signature
Printed/Typed Name:_____

(SEAL)
_____

My Commission Expires:_____
Commission Number:_____

EXHIBIT A

Legal Description

LOTS ONE (1), TWO (2), AND THREE (3), IN BLOCK THREE (3), SUNFLOWER INDUSTRIAL PARK, SHARON SPRINGS, WALLACE COUNTY, KANSAS.

SAID LAND IS THE SAME AS SHOWN ON ALTA/ACSM SURVEY MADE BY SMITH AND MOOLEY LAND SURVEYING, INC., DATED FEBRUARY 27, 2008 LAST REVISED MARCH 21, 2008, JOB NI. 20080009326, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED IN THE SW 1/4 OF SECTION 22, TOWNSHIP 13 SOUTH RANGE 40 WEST OF THE 5TH P.M. COUNTY OF WALLACE, STATE OF KANSAS. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 3, SUNFLOWER INDUSTRIAL PARK AS RECORDED IN THE RECORDS OF SAID WALLACE COUNTY AND ASSUMING THE EASTERLY LINE OF SAID BLOCK 3 AS BEARING SOUTH 00'00'00" WEST WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO.

THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK 3, NORTH 88'06'05 EAST 395.58 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 3: THENCE ALONG THE EASTERLY LINE VOF SAID BLOCK 3, SOUTH 00'00'00" WEST 167.13 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 3; THENCE ALONG THE SOUTHERLY LINE OF SAID BLOCK 3, SOUTH 88'25'10" WEST 394.87 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 3; THENCE ALONG THE WESTERLY LINE OF SAID BLOCK 3, NORTH 00'13'16" WEST 164.91 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL OF LAND CONTAINS 65,589 SQUARE FEET, 1.505 ACRES MORE OR LESS (±)

EXHIBIT B

Sale Order

[Attached]

When Recorded Return to:

[GRANTEE]
[_____]
[_____]
Attention: [_____]

SPECIAL WARRANTY DEED

STATE OF KANSAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUMNER §

THIS SPECIAL WARRANTY DEED is made this ____ day of ____, 2025, by LODGING ENTERPRISES, LLC, a Delaware limited liability company, having an address at 8535 East 21st Street North, Suite 250, Wichita, Kansas 67206 ("Grantor"), to [GRANTEE], a [_____], having an address at [_____], Attn: [____] ("Grantee"). Grantor, in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee, that certain real property located in Sumner County, Kansas, which is more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "Land"):

(a) all existing buildings, structures and other improvements located upon the Land, to the extent of Grantor's right, title and interest therein (collectively, the "Improvements").

(b) all right, title and interest (and all burdens, duties and obligations) of Grantor in all appurtenances, hereditaments, easements, reversionary rights, and all other rights,

privileges, and entitlements belonging to or running with the Land, including, to the extent assignable, all right, title and interest (and all burdens, duties and obligations) of Grantor in all water rights, riparian rights, appropriative rights, water allocations and water stock associated with the Land (collectively, the "Appurtenances") (the Land, the Improvements and the Appurtenances are hereinafter referred to collectively as the "Property"), subject to, however, all real estate taxes and assessments not yet due and payable, any easement, right of way, encroachment, conflict, discrepancy, overlapping of improvements, protrusion, lien, encumbrance, restriction, condition, covenant, exception or other matter with respect to the Property, local, state and federal laws, ordinances or governmental regulations, including, but not limited to, the permits, building and zoning laws, ordinances and regulations, now or hereafter in effect relating to the Property, any prior mineral right reservations, and any and all matters which would be disclosed by a current, accurate survey or visual inspection of the Property (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns FOREVER, and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

By accepting this Special Warranty Deed and by its recordation hereof, Grantee assumes the payment and performance of, and agrees to pay, perform and discharge, all of the debts, duties and obligations of Grantor arising out of the Property on or after the date hereof. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of Grantor and Grantee and their respective successors and assigns.

By accepting this Special Warranty Deed and by its recordation hereof, Grantee acknowledges that Grantee has independently and personally inspected the Property. The Property is sold to and accepted by Grantee in its then present condition, "**AS IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED,"** (other than the special warranty of title set forth herein). **EXCEPT AS EXPRESSLY SET FORTH HEREIN, GRANTOR MAKES NO REPRESENTATIONS AND WARRANTIES OF ANY KIND TO GRANTEE, INCLUDING, WITHOUT LIMITATION, WARRANTIES RELATING TO THE PHYSICAL CONDITION OF THE PROPERTY AND ANY IMPROVEMENTS LOCATED THEREON, THEIR SUITABILITY FOR ANY PARTICULAR PURPOSE, OR MERCHANTABILITY.**

This Special Warranty Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Property is transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

[***Signature on following page***]

IN WITNESS WHEREOF, this Special Warranty Deed has been executed this ___ day of ____, 2025.

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By:_____
Name:_____
Title:_____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on ____ ____, 2025, by the following person who is personally known to me, _____, _____ of LODGING ENTERPRISES, LLC, a Delaware limited liability company, on behalf of said company for the purposes and consideration therein expressed.

_____
Notary Public Signature
Printed/Typed Name:_____

(SEAL)
_____

My Commission Expires:_____
Commission Number:_____

EXHIBIT A

Legal Description

TRACT 1:
A TRACT OF LAND DESCRIBED AS: COMMENCING AT A POINT 73.0 FEET SOUTH AND 30 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 32 SOUTH, RANGE 1 WEST OF THE 6TH P.M., IN THE CITY OF WELLINGTON, SUMNER COUNTY, KANSAS, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF WOODLAWN STREET AND THE SOUTHERLY RIGHT OF WAY LINE OF U.S. 160 HIGHWAY; THENCE EASTERLY 120 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF U.S. 160 HIGHWAY; THENCE SOUTH 120 FEET PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF WOODLAWN STREET; THENCE WEST 120 FEET PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF U.S. 160 HIGHWAY TO THE EASTERLY RIGHT OF WAY LINE OF WOODLAWN STREET; THENCE NORTH 120 FEET ALONG THE EASTERLY RIGHT OF WAY LINE OF WOODLAWN STREET TO THE POINT OF BEGINNING. NOW KNOWN AS: LOT 1, SUNONE ADDITION TO WELLINGTON, SUMNER COUNTY, KANSAS.

TRACT 2:
TRACT J, LAKE MANOR ESTATES FIRST ADDITION, CITY OF WELLINGTON, SUMNER COUNTY, KANSAS.

TRACT 3:
NON-EXCLUSIVE EASEMENT FOR UTILITIES, INGRESS AND EGRESS AND PARKING GRANTED BY THAT CERTAIN EASEMENT FOR MAINTENANCE AGREEMENT IN FAVOR OF LODGING ENTERPRISES, INC., RECORDED MARCH 29, 1999, AS BOOK P-523, PAGE 385 OF OFFICIAL RECORDS.

EXHIBIT B

Sale Order

[Attached]

When Recorded Return to:

[GRANTEE]
[_____]
[_____]
Attention: [_____]

SPECIAL WARRANTY DEED

STATE OF KANSAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUMNER	§	

THIS SPECIAL WARRANTY DEED is made this ____ day of ____, 2025, by LODGING ENTERPRISES, LLC, a Delaware limited liability company, having an address at 8535 East 21st Street North, Suite 250, Wichita, Kansas 67206 ("Grantor"), to [GRANTEE], a [_____], having an address at [_____], Attn: [_____] ("Grantee"). Grantor, in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee, that certain real property located in Sumner County, Kansas, which is more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "Land"):

(a) all existing buildings, structures and other improvements located upon the Land, to the extent of Grantor's right, title and interest therein (collectively, the "Improvements").

(b) all right, title and interest (and all burdens, duties and obligations) of Grantor in all appurtenances, hereditaments, easements, reversionary rights, and all other rights,

privileges, and entitlements belonging to or running with the Land, including, to the extent assignable, all right, title and interest (and all burdens, duties and obligations) of Grantor in all water rights, riparian rights, appropriative rights, water allocations and water stock associated with the Land (collectively, the "Appurtenances") (the Land, the Improvements and the Appurtenances are hereinafter referred to collectively as the "Property"), subject to, however, all real estate taxes and assessments not yet due and payable, any easement, right of way, encroachment, conflict, discrepancy, overlapping of improvements, protrusion, lien, encumbrance, restriction, condition, covenant, exception or other matter with respect to the Property, local, state and federal laws, ordinances or governmental regulations, including, but not limited to, the permits, building and zoning laws, ordinances and regulations, now or hereafter in effect relating to the Property, any prior mineral right reservations, and any and all matters which would be disclosed by a current, accurate survey or visual inspection of the Property (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns FOREVER, and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

By accepting this Special Warranty Deed and by its recordation hereof, Grantee assumes the payment and performance of, and agrees to pay, perform and discharge, all of the debts, duties and obligations of Grantor arising out of the Property on or after the date hereof. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of Grantor and Grantee and their respective successors and assigns.

By accepting this Special Warranty Deed and by its recordation hereof, Grantee acknowledges that Grantee has independently and personally inspected the Property. The Property is sold to and accepted by Grantee in its then present condition, "**AS IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED,"** (other than the special warranty of title set forth herein). **EXCEPT AS EXPRESSLY SET FORTH HEREIN, GRANTOR MAKES NO REPRESENTATIONS AND WARRANTIES OF ANY KIND TO GRANTEE, INCLUDING, WITHOUT LIMITATION, WARRANTIES RELATING TO THE PHYSICAL CONDITION OF THE PROPERTY AND ANY IMPROVEMENTS LOCATED THEREON, THEIR SUITABILITY FOR ANY PARTICULAR PURPOSE, OR MERCHANTABILITY.**

This Special Warranty Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Property is transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

[***Signature on following page***]

IN WITNESS WHEREOF, this Special Warranty Deed has been executed this ___ day of ____, 2025.

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By:_____
Name:_____
Title:_____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on ____ ____, 2025, by the following person who is personally known to me, _____, _____ of LODGING ENTERPRISES, LLC, a Delaware limited liability company, on behalf of said company for the purposes and consideration therein expressed.

_____
Notary Public Signature
Printed/Typed Name:_____

(SEAL)
_____

My Commission Expires:_____
Commission Number:_____

EXHIBIT A

Legal Description

LOTS 2, 4 AND 5, SUNONE ADDITION TO WELLINGTON, SUMNER COUNTY, KANSAS, RECORDED IN PLAT FILE 281-A.

EXHIBIT B

Sale Order

[Attached]

When recorded mail to:
[GRANTEE]

_____

_____

_____

Attention: _____

SPECIAL WARRANTY DEED

PERSONALLY CAME AND APPEARED:

LODGING ENTERPRISES, LLC, a Delaware limited liability company ("Grantor") (last four digits EIN:____), whose address is 8535 East 21st Street North, Suite 250, Wichita, KS 67206 and who declared that for and in consideration of the price and sum of $_____, cash in hand paid, and other good and valuable consideration, the receipt of whereof is hereby acknowledged, and good acquittance and discharge therefor given, Grantor did and does by these presents, grant, bargain, sell, convey assign, set over and deliver to _____, a _____ ("Grantee") (last four digits EIN:____), whose address is _____, here present, accepting and purchasing for his heirs, successors and assigns and all singular, the following described property, situated in the Parish of Pointe Coupee, State of Louisiana, and more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Premises"), and all and singular the rights, privileges and appurtenances thereto in any manner belonging to said Grantor. Grantee shall be responsible for taxes and the address for mailing tax notices is _____.

TOGETHER WITH all buildings and improvements now located on the Premises (if any), whether below or above grade level, as well as all the fixtures and systems located therein and thereon (if any), (all such buildings, improvements, fixtures and systems being collectively referred to as the "Improvements").

Grantor does hereby bind itself and its successors to Warrant and Forever Defend all and singular the Premises and the Improvements unto the said Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming by, through or under the said Grantor but against no other, subject, however, to all real estate taxes and assessments not yet due and payable, all matters of record (to the extent the same are still in force and effect), all matters which would be disclosed by a current, accurate survey of the Property, any prior mineral right reservations and all zoning laws, regulations, and ordinances relating to the Property (the "Permitted Exceptions"). The foregoing warranty is for the sole benefit of the immediate Grantee only and shall not extend to any successor grantee.

AS A MATERIAL PART OF THE CONSIDERATION FOR THE CONVEYANCE OF THE PREMISES, GRANTEE BY ACCEPTANCE OF AND BY RECORDING THIS DEED HEREBY AGREES TO ACCEPT THE PREMISES AND GRANTEE'S RIGHTS THEREIN ON THE DATE HEREOF IN ITS "AS IS, WHERE IS" CONDITION, "WITH ALL FAULTS", AND WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF

LAW, EXCEPT ONLY THE TITLE WARRANTIES EXPRESSLY SET FORTH IN THIS DEED.

FURTHER, BY ACCEPTANCE OF AND BY RECORDING THIS DEED, GRANTEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, CONTRACTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER STATUTORY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PREMISES EXCEPT ONLY THE TITLE WARRANTIES EXPRESSLY SET FORTH IN THIS DEED. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, GRANTEE IS ACQUIRING THE PREMISES PURSUANT TO ITS INDEPENDENT EXAMINATION, STUDY, INSPECTION AND KNOWLEDGE OF THE PREMISES AND GRANTEE IS RELYING UPON ITS OWN DETERMINATION OF THE VALUE OF THE PREMISES AND USES TO WHICH THE PREMISES MAY BE PUT, AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR.

This Special Warranty Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Premises and Improvements are transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

Municipal Number/Address of Property: _____.

[*The remainder of this page is intentionally left blank*.]

DONE AND SIGNED, in the presence of the undersigned competent witnesses and me, Notary Public, on this _____ day of _____, 2025.

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

WITNESSES:

_____
Name:_____
(Please Print)

_____
Name:_____
(Please Print)

_____
NOTARY PUBLIC

My Commission Expires:_____

GRANTEE:

By: _____
Name: _____
Title: _____

WITNESSES:

_____
Name:_____
(Please Print)

_____
Name:_____
(Please Print)

_____
NOTARY PUBLIC

My Commission Expires:_____

EXHIBIT A

Legal Description

I. PROPERTY DESCRIBED AS FOLLOWS:

A CERTAIN TRACT OR PARCEL OF LAND SITUATED IN SECTION 119, TOWNSHIP 6 SOUTH, RANGE 9 EAST, OF THE PARISH OF POINTE COUPEE, STATE OF LOUISIANA, AND BEING DESIGNATED AS LOT B-3, ON A PLAT OF SURVEY MADE BY CHARLES R. ST. ROMAIN, L.S., DATED AUGUST 21, 2012, A COPY OF WHICH PLAT IS ATTACHED TO AN ACT OF SALE RECORDED AT CONVEYANCE BOOK 589, ENTRY 95, OF THE RECORDS OF POINTE COUPEE PARISH, LOUISIANA AND MADE A PART HEREOF FOR GREATER CERTAINTY OF DESCRIPTION. SAID PARCEL OF LAND IS MORE FULLY DESCRIBED AS FOLLOWS:

BEGIN AT A POINT ALONG THE NORTHERN RIGHT OF WAY LIMIT OF U. S. HIGHWAY 190, WHERE SAID RIGHT OF WAY LIMIT MEETS A POINT COMMON TO THE SOUTHWEST CORNER OF A LOT OF LAND OWNED NOW OR FORMERLY BY DARNELL CARR, SR., CALLED LOT 1-A ON THE AFOREMENTIONED ST. ROMAIN SURVEY PLAT, AND IS INTERSECTED BY A LINE COMMON TO THE EAST BOUNDARY OF LOT B-3, AND THE WEST BOUNDARY OF LOTS 1-A AND LOT 1-B, OWNED NOW OR FORMERLY BY DARNELL CARR, SR., SAID POINT OF INTERSECTION AND BEGINNING MARKED BY A 1 INCH IRON PIPE;

FROM SAID POINT OF BEGINNING, PROCEED ALONG THE NORTHERN EDGE OF THE RIGHT OF WAY OF U. S. HIGHWAY 190, ON A BEARING OF NORTH 88° 10' 04" WEST, FOR THREE HUNDRED (300.00) FEET TO A POINT AND CORNER MARKED BY A ONE HALF INCH IRON PIPE;

THEN PROCEED NORTH 08° 12' 05" EAST, FOR FOUR HUNDRED THIRTY ONE AND 06/100 (431.06) FEET TO A POINT AND CORNER, BEING THE NORTHWEST CORNER OF LOT B-3 AND MARKED BY ONE HALF INCH IRON PIPE;

THENCE SOUTH 82° 41' 38" EAST, FOR TWENTY ONE AND 68/100 (21.68) FEET; THENCE SOUTH 84° 18' 10" EAST, FOR TWO HUNDRED SEVENTY SIX AND 74/100 (276.74) FEET TO A POINT AND CORNER MARKED BY A ONE INCH IRON PIPE; THENCE SOUTH 08° 12' 05" WEST, FOR FOUR HUNDRED TEN AND 21/100 (410.21) FEET TO THE POINT OF BEGINNING.

SAID LOT B-3 BEING BOUNDED NORTH BY LOTS A (OWNED NOW OR FORMERLY BY PBT HOLDINGS, LLC) AND B-2 (OWNED BY JOHN LANE EWING), AS SHOWN ON SAID ST. ROMAIN SURVEY, EAST BY LOTS 1-A AND 1-B, (OWNED NOW OR FORMERLY BY DARNELL CARR), SOUTH BY THE NORTH RIGHT OF WAY LIMIT OF U.S. HIGHWAY 190, AND WEST BY LAND OF EWING'S OF LIVONIA, L.L.C.

II. SERVITUDES IN FAVOR OF LOT B-3, MORE FULLY DESCRIBED AS FOLLOWS:

A. THAT SERVITUDE GIVEN BY JOHN LANE EWING, SR., IN AN ACT OF CASH SALE FILED AT CONVEYANCE BOOK 589, ENTRY 95, OF THE OFFICIAL RECORDS OF POINTE COUPEE PARISH, LOUISIANA, GRANTING TWO SERVITUDES FOR UTILITY SERVICE, INCLUDING WATER, SEWER AND ELECTRICITY, EACH SEVEN AND ONE-HALF (7.5) FEET IN WIDTH, LOCATED ALONG THE WESTERN EDGE AND THE EASTERN EDGE, RESPECTIVELY, OF LOT B-2 AS SHOWN ON THAT PLAT OF SURVEY, FILED WITH SAID ACT OF CASH SALE AT CONVEYANCE BOOK 589, ENTRY 095 (MAP BOOK 7, ENTRY 328) OF THE OFFICIAL RECORDS OF POINTE COUPEE PARISH, LOUISIANA.

B. THAT SERVITUDE GIVEN BY JOHN LANE EWING, SR., IN AN ACT FILED AT CONVEYANCE BOOK 589, ENTRY 96, OF THE OFFICIAL RECORDS OF POINTE COUPEE PARISH, LOUISIANA, GRANTING A SERVITUDE OF PASSAGE AND FOR UTILITIES, BEING THIRTY (30) FEET IN WIDTH, LOCATED ALONG THE SOUTHERN EDGE OF LOT B-1, ADJACENT TO PUBLIC RIGHT OF WAY FOR U.S. HIGHWAY NUMBER 190, EXTENDING FROM THE WESTERN EDGE OF LOT B-3 TO THE WESTERN EDGE OF LOT B-1, ALL AS SHOWN ON A PLAT OF SURVEY FILED WITH SAID ACT OF CASH SALE AT CONVEYANCE BOOK 589, ENTRY 95 (MAP BOOK 7, ENTRY 328) OF THE OFFICIAL RECORDS OF POINTE COUPEE PARISH, LOUISIANA.

C. THAT SERVITUDE AGREEMENT GRANTED BY EWING'S OF LIVONIA, LLC, IN AN ACT FILED AT CONVEYANCE BOOK 589, ENTRY 97, OF THE OFFICIAL RECORDS OF POINTE COUPEE PARISH, LOUISIANA, GRANTING A SERVITUDE OF PASSAGE AND FOR UTILITIES, BEING THIRTY (30) FEET IN WIDTH LOCATED ALONG THE SOUTHERN EDGE OF A LOT OF LAND OWNED BY GRANTOR THEREIN LOCATED AT THE INTERSECTION OF THE EAST RIGHT OF WAY OF LA. HIGHWAY NO. 78, AND THE NORTH RIGHT OF WAY OF U.S. HIGHWAY NO. 190, WHICH SERVITUDE IS THIRTY (30) FEET IN WIDTH, AND LOCATED ALONG THE SOUTHERN EDGE OF SAID LAND OF GRANTOR, ADJACENT TO PUBLIC RIGHT OF WAY FOR U.S. HIGHWAY NUMBER 190, EXTENDING FROM THE WESTERN EDGE OF LOT B-1, SHOWN ON A PLAT OF SURVEY FILED WITH AN ACT OF CASH SALE AT CONVEYANCE BOOK 589, ENTRY 095 (MAP BOOK 7, ENTRY 328) OF THE OFFICIAL RECORDS OF POINTE COUPEE PARISH LOUISIANA TO THE EASTERN EDGE OF THE RIGHT OF WAY OF LA. HIGHWAY NO. 78.

EXHIBIT B

Sale Order

[Attached]

EXHIBIT C

Grantor's Resolutions[2]

[2] NTD: Grantor's unanimous consent of member or secretary's certified resolutions authorizing the transaction and particular representative appearing on behalf of the Grantor to be attached for recording per Louisiana requirements.

UPON RECORDING RETURN TO:

[_____]
[_____]
[_____]
[_____]

MD Tax Parcel Identifiers: 25-480082

CONSIDERATION: $_____

SPECIAL WARRANTY DEED

STATE OF MARYLAND §
§
COUNTY OF FREDERICK §

LODGING ENTERPRISES, LLC, a Delaware Limited Liability company whose address is 8535 East 21st Street North, Wichita, KS 67206 ("Grantor"), for and in consideration of the sum of _____ and No/100 Dollars ($_____.00) and other valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, has Granted, Sold, and Conveyed, and by these presents does Grant, Sell, and Convey, with Special Warranty of Title unto _____, a _____ limited liability company ("Grantee"), having an address of _____, (i) all that real property situated in the County of Frederick, State of Maryland, and more particularly described on Exhibit A attached hereto and made a part hereof for all purposes, (ii) together with all improvements and related amenities located in and on such real property, (iii) easements, if any, benefiting such real property, and (iv) all rights and appurtenances, if any, pertaining to such real property, including any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way (collectively, the "Property").

This conveyance is subject to all real estate taxes and assessments not yet due and payable, all matters of record (to the extent the same are still in force and effect), all matters which would be disclosed by a current, accurate survey of the Property, any prior mineral right reservations and all zoning laws, regulations, and ordinances relating to the Property (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, together with all and singular the rights and appurtenances belonging in any way to the Property, unto the said Grantee, its successors and assigns forever, and Grantor hereby warrants specially title to the land and premises hereby conveyed, and Grantor binds itself and its successors and assigns to warrant and forever defend all and singular the Property, subject to the Permitted Exceptions, to Grantee, its successors and assigns against every person lawfully claiming or to claim all or any part of the Property, by, through, or under Grantor, but not otherwise.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR THE WARRANTY OF TITLE AS SET FORTH HEREIN, THE PROPERTY CONVEYED

HEREUNDER IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF GRANTOR. GRANTOR HAS NOT, DOES NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OR CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY.

This Special Warranty Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Property is transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

[Signature and acknowledgment page follows.]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed to be effective as of the ___ day of _____, 2025.

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, as _____ of Lodging Enterprises, LLC, a Delaware limited liability company, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me in the presence of the above signed witnesses on this day that, being informed of the contents herein, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this ____ day of _____ 2025.

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned an attorney duly admitted to practice before the Court of Appeals of Maryland.

_____

EXHIBIT A

Legal Description

All of that lot or parcel of land situate, lying and being in Brunswick in the County of Frederick, State of Maryland, and described further as follows:

BEGINNING for the same at a point of curve on the centerline of Souder Road at the end of the seventh line of the 6.571 acre, more or less, tract conveyed by Brunswick Co-operative Association, Inc. to Tri-State Bowling, Inc. by Deed dated January 25, 1961, and recorded among the Land Record of Frederick County in Liber 649, Folio 140:

THENCE running and binding on the eighth and in part on the ninth lines of said deed South 45°26'37" West 386.73 feet to a point on the North side of East H Street:

THENCE running and binding on said North side of East H Street North 70°51'43" West 130.00 feet to an iron tee bar with registered land surveyor's cap #2046 now set in the ground;

THENCE for the following two lines of division:

North 10°56'08" East 173.80 feet to an iron tee bar with said cap now set in the ground, North 45°26'37" East 384.42 feet to a point on curve of the centerline of said Souder Road and on the said seventh line:

THENCE running and binding on said seventh line to the end thereof by a line curving to the left with a radius of 969.98 feet for a distance of 231.11 feet, which arc is subtended by a chord bearing S 23°22'50" E 230.57 feet, to the point of beginning: containing 2.135 acres, more or less.

THE SAME SAID PROPERTY BEING MORE CURRENTLY SURVEYED AND DESCRIBED AS FOLLOWS:

Being a piece or parcel of land hereinafter described being all of that piece or parcel of land in, through, over and across the property acquired by the owner from The National Council of Young Men's Christian Associations of the United of States of America, as recorded among the Land Records of Frederick County, Maryland in Liber 1758 at Folio 1221, being more particularly described as follows:

Beginning for said piece or parcel of land at a point at the beginning of the first or South 45°26'37" West 386.73 foot line of said Liber 1758 at Folio 1221, said point being on a point of curve on the centerline of Souder Road, thence running in the Meridian of the North American Datum 1983 as corrected in 1991 adjustment as now surveyed, said point of beginning having Coordinate values of N 602382.0942 and E 1138509.1292, thence running with said first deed line

1. South 41°38'29" West 386.73 feet to a point on the north side East H Street, thence running with the second line of said Liber 1758 at Folio 1221 and with said East H Street

2. North 74°36'21" West 130.00 feet, thence leaving said East H Street and running with the third and fourth lines of said Liber 1758 at Folio 1221 the following two courses and distances North 07°07'56" East 173.80 fee to a point, thence North 41°38'29" East 384.41 feet to a point on the centerline of said Souder Road, thence running with the fifth line of said Liber 1758 at Folio 1221 and with the centerline of said Souder Road 231.21 feet along a curve to the left, said curve having a radius of 969.98 feet and a chord bearing and distance of South 27°09'40" East 230.67 feet to the point of beginning, containing 93042 square feet or 2.1359 acres of land.

LESS AND EXCEPT: that certain parcel containing 6.920 square feet or 0.0159 acres of land lying on or adjacent to MD Route 464, Souder Road, deeded to the State of Maryland Department of Transportation, State Highway Administration, State Roads Commission by deed recorded in Liber 10257 at Folio 38 among the said Land Records[, as shown on State Highway Administration Plat No. 59881.]*

*Note: Subject to confirmation from Title Company confirming Plat Reference is still correct.

EXHIBIT B

Sale Order

[Attached]

UPON RECORDING RETURN TO:
[ ]
[ ]
[ ]

THIS INSTRUMENT WAS DRAFTED BY:

Hunton Andrews Kurth LLP
600 Travis Street, Suite 4200
Houston, Texas 77002

Tax statements for the real property described herein should be sent to:

[GRANTEE]
[ ]
[ ]

LIMITED WARRANTY DEED

eCRV number:

STATE DEED TAX DUE HEREON: $_____

FOR VALUABLE CONSIDERATION, LODGING ENTERPRISES, LLC, a Delaware

limited liability company whose address is 8535 East 21st Street North, Wichita, KS 67206 ("Grantor"), as Grantor, hereby conveys and quitclaims to _____, a _____ whose address is _____ ("Grantee"), as Grantee, certain real property in Pope County, Minnesota, described as follows:

Exhibit A attached hereto

together with all improvements, hereditaments and appurtenances belonging thereto (the "Property").

This Deed conveys after acquired title. Grantor warrants that Grantor has not done or suffered anything to encumber the Property, EXCEPT, and this Deed is made and accepted expressly subject to all real estate taxes and assessments not yet due and payable, all matters of record (to the extent the same are still in force and effect), all matters which would be disclosed by a current, accurate survey of the Property, any prior mineral right reservations and all zoning laws, regulations, and ordinances relating to the Property (the "Permitted Exceptions").

Grantor certifies that Grantor does not know of any wells located on the Property.

☐ Check here if all or part of the described real property is Registered (Torrens).

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR THE WARRANTY OF TITLE AS SET FORTH HEREIN, THE PROPERTY CONVEYED HEREUNDER IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF GRANTOR. GRANTOR HAS NOT, DOES NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OR CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY.

This Limited Warranty Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Property is transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE AND ACKNOWLEDGMENT PAGE FOLLOWS.]

IN WITNESS WHEREOF, Grantor has executed this Deed to be effective as of the ___ day of _____, 2025.

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____ §
§
COUNTY OF _____ §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, as _____ of Lodging Enterprises, LLC, a Delaware limited liability company, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me in the presence of the above signed witnesses on this day that, being informed of the contents herein, she/he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company

Given under my hand and official seal this ____ day of _____, 2025.

_____
Notary Public
My Commission expires: _____

EXHIBIT A

Legal Description

Real property in the City of Glenwood, County of Pope, State of Minnesota, described as follows:

The West 221.5 feet of Lot 1B, Thompson's Addition to the City of Glenwood; according to the plat thereof on file and of record in the office of the Pope County Recorder.

AND

That part of Lot 1B,Thompson's Addition to the City of Glenwood; according to the plat thereof on file and of record in the office of the Pope County Recorder, described as follows:

Commencing at the northwest corner of said Lot 1B; thence East along the North line of Lot 1B, 221.5 feet; thence South 208.00 feet to the point of beginning of the land to be described; thence East 140.00 feet; thence South 177 feet to the South line of Lot 1B; thence West along the South line 140.00 feet; thence North 177.00 feet to the point of beginning.

Except:

That part of Lot 1B, Thompson's Addition to the City of Glenwood, according to the recorded plat thereof on file and of record in the office of the County Recorder, Pope County, Minnesota, described as follows:

Beginning at the Southwest corner of said Lot 1B, thence North 00 degrees 01 minutes 48 seconds East, assumed bearing, along the west line of said Lot 1B, a distance of 128.00 feet; thence North 89 degrees 59 minutes 43 seconds East 37.70 feet; thence South 85 degrees 19 minutes 20 seconds East 140.91 feet; thence South 00 degrees 01 minutes 48 seconds West 116.50 feet to the south line of said Lot 1B; thence South 89 degrees 59 minutes 43 seconds West, along said south line, 178.15 feet to the point of beginning.

(Abstract Property)

EXHIBIT B

Sale Order

[Attached]

THIS INSTRUMENT PREPARED BY:
Hunton Andrews Kurth LLP
600 Travis Street, Suite 4200
Houston, TX 77002

AFTER RECORDING, RETURN TO:
[GRANTEE]
[_____]
[_____]

Title of Document:	Special Warranty Deed
Date of Document:	_____, 2025
Grantor:	Lodging Enterprises, LLC
Grantee:	[_____]
Grantee's Mailing Address:	[_____]
Legal Description:	See Exhibit A

Reference and Book Pages: N/A

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made effective as of _____, 2025 (the "Effective Date"), by **LODGING ENTERPRISES, LLC**, a Delaware limited liability company, whose post office address is 8535 East 21st Street North, Suite 250, Wichita, KS 67206 ("Grantor"), to and for the benefit of **[GRANTEE]**, a [_____], whose post office address is [_____] ("Grantee").

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, conveyed, and sold, and does hereby grant, bargain, convey, and sell, unto Grantee and Grantee's successors and assigns, all that certain land lying, situated and being in Stoddard County, Missouri, more particularly described on Exhibit "A", attached hereto and by this reference incorporated herein (the "Land"), and all rights, privileges, tenements, hereditaments, easements and appurtenances belonging to the Land;

TOGETHER WITH all of Grantor's right, title and interest in and to all buildings, structures and other improvements located on the Land, and any and all fixtures attached to or incorporated within such buildings, structures and other improvements, if any.

All of the property and property rights described above shall be referred to herein as the "Property".

To have and to hold the Property, and all the estate, right, title, interest, lien, and equity whatsoever of Grantor with respect to same, either in law or in equity, to the proper use and benefit of Grantee and Grantee's successors and assigns, forever, in fee simple.

This conveyance is subject to all real estate taxes and assessments not yet due and payable, all matters of record (to the extent the same are still in force and effect), all matters which would be disclosed by a current, accurate survey of the Property, any prior mineral right reservations and all zoning laws, regulations, and ordinances relating to the Property (the "Permitted Exceptions").

Subject to the Permitted Exceptions, Grantor does hereby covenant with Grantee that Grantor will specially warrant title to the Property and will defend it against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EXCEPT FOR THE WARRANTY OF TITLE AS SET FORTH HEREIN, THE PROPERTY

CONVEYED HEREUNDER IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS IS, WHERE IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF GRANTOR. GRANTOR HAS NOT, DOES NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OR CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY.

This Special Warranty Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Property is transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

[signature page follows]

IN WITNESS WHEREOF, this Special Warranty Deed has been executed by Grantor on the date of the acknowledgement set forth below to be effective as of the Effective Date.

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
)
COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public in and for the County and State, the within named [_____], [_____], with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the [_____] of Lodging Enterprises, LLC, a Delaware limited liability company, and that he, acting in such capacity, and authorized so to do, executed the foregoing instrument on behalf of said company for the purposes therein contained.

Witness my hand and seal this ____ day of _____, 2025.

_____
Notary Public
Printed Name:_____

My Commission Expires: _____

EXHIBIT A

Legal Description

TRACT 1: A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 25 NORTH, RANGE 10 EAST, STODDARD COUNTY, MISSOURI AND ALSO, BEING A PART OF TRACT IV AS DESCRIBED IN DEED BOOK 198 AT PAGE 912 ON FILE IN THE STODDARD COUNTY RECORDER OF DEEDS OFFICE AND DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16 AFORESAID; THENCE SOUTH 89°39'15" EAST, 1353.8 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16 AFORESAID; THENCE NORTH 01°02'05" EAST, 50.0 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 114 (NOW BUSINESS 60) AT THE POINT OF BEGINNING PROPER; THENCE CONTINUE NORTH 01°02'05" EAST, 657.9 FEET ALONG THE WEST LINE OF HICKORY PLAZA COMMERCIAL PARK AS SHOWN IN PLAT BOOK 9 AT PAGE 33 ON FILE IN THE STODDARD COUNTY RECORDER OF DEEDS OFFICE TO A POINT THAT BEARS SOUTH 01°02'05" WEST, 22.3 FEET FROM A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 60; THENCE SOUTH 72°18' WEST, 264.8 FEET ON A LINE PARALLEL TO THE SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH 01°02'05" WEST, 367.7 FEET; THENCE SOUTH 89°36'35" EAST, 210.7 FEET; THENCE SOUTH 01°02'05" WEST, 208.0 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY NO. 114; THENCE SOUTH 89°36'35" EAST, 40.0 FEET TO THE POINT OF BEGINNING PROPER.

TRACT 2: A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 25 NORTH, RANGE 10 EAST, STODDARD COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16 AFORESAID; THENCE SOUTH 89°39'15" EAST, 1353.8 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16 AFORESAID; THENCE NORTH 01°02'05" EAST, 50.0 FEET TO THE NORTH RIGHT-OFWAY LINE OF STATE HIGHWAY NO. 114 (NOW BUSINESS 60); THENCE CONTINUE NORTH 01°02'05" EAST, 657.9 FEET ALONG THE WEST LINE OF HICKORY PLAZA COMMERCIAL PARK AS SHOWN IN PLAT BOOK 9 AT PAGE 33 ON FILE IN THE STODDARD COUNTY RECORDER OF DEEDS OFFICE TO THE POINT OF BEGINNING PROPER; THENCE NORTH 01°02' EAST, 24.0 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 60; THENCE SOUTH 71°54' WEST, 266.9 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 60; THENCE SOUTH 01°02' WEST, 22.9 FEET; THENCE NORTH 72°08'13" EAST, 266.5 FEET TO THE POINT OF BEGINNING PROPER.

TRACT 3: A PERMANENT 20' WIDE SIGNAGE EASEMENT DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 25 NORTH, RANGE 10 EAST OF THE FIFTH PRINCIPAL MERIDIAN, STODDARD COUNTY, MISSOURI AND BEING FURTHER DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF THE SAID SOUTHWEST QUARTER SOUTHWEST QUARTER; THENCE NORTH ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER SOUTHWEST QUARTER 50 FEET TO THE NORTH RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY NO. 114; THENCE SOUTH 88°37'09" WEST ALONG SAID RIGHT-OFWAY LINE 250.00 FEET TO THE POINT OF BEGINNING PROPER; THENCE SOUTH 88°37'09" WEST 112.50 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE NORTH 00°16'33" WEST 20.00 FEET; THENCE NORTH 88°37'09" EAST 112.61 FEET; THENCE SOUTH 00°01'57" WEST 20.01 FEET TO THE POINT OF BEGINNING PROPER PER GENERAL WARRANTY DEED RECORDED IN BOOK 296, PAGE 11.

THE SIGN EASEMENT IS GRANTED FOR THE BENEFIT OF TRACTS 1 AND 2 ABOVE DESCRIBED, (HEREIN THE "BENEFITED TRACT"), FOR THE PURPOSE OF ALLOWING THE OWNER OF THE BENEFITED TRACT TO CONSTRUCT, REPAIR AND MAINTAIN SUCH SIGN OR SIGNS WITHIN THE SIGN EASEMENT AREA AS SAID OWNER SHALL DESIRE (TO COMPLY WITH STATE OR LOCAL REQUIREMENTS, IF ANY). THE OWNER OF THE BENEFITED TRACT IS FURTHER GRANTED A PERMANENT EASEMENT OVER THE SIGN EASEMENT AREA FOR THE PURPOSE OF INSTALLING, REPAIRING AND MAINTAINING AN ELECTRICAL LINE OR LINES TO SERVE ANY AND ALL OF THE SIGNS INSTALLED IN THE SIGN EASEMENT AREA.

TRACT 4: A PERMANENT, NON-EXCLUSIVE 50' WIDE ROADWAY EASEMENT DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 25 NORTH, RANGE 10 EAST OF THE FIFTH PRINCIPAL MERIDIAN, STODDARD COUNTY, MISSOURI AND BEING FURTHER DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF THE SAID SOUTHWEST QUARTER SOUTHWEST QUARTER; THENCE NORTH ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER SOUTHWEST QUARTER 50 FEET TO THE NORTH RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY NO. 114; THENCE SOUTH 88°37'09" WEST ALONG SAID RIGHT-OF-WAY LINE 362.50 FEET TO THE POINT OF BEGINNING PROPER; THENCE SOUTH 88°37'09" WEST 50.01 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE NORTH 00°16'33" WEST 309.29 FEET; THENCE NORTH 71°01'05" EAST 173.60 FEET; THENCE SOUTH 00°01'57" WEST 52.89 FEET; THENCE SOUTH 71°01'05" WEST 120.51 FEET; THENCE SOUTH 00°16'33" EAST 272.47 FEET TO THE POINT OF BEGINNING PROPER PER GENERAL WARRANTY DEED RECORDED IN BOOK 296, PAGE 11.

THE ROADWAY EASEMENT IS GRANTED FOR THE BENEFIT OF THE BENEFITED TRACT AND IS FOR THE PURPOSE OF ALLOWING PEDESTRIAN AND VEHICULAR

INGRESS AND EGRESS BETWEEN THE BENEFITTED TRACT AND STATE HIGHWAY BUSINESS 60.

THE SIGN EASEMENT AND THE ROADWAY EASEMENT IS APPURTENANT TO THE BENEFITTED TRACT AND SHALL BE BINDING UPON THE CURRENT OWNERS AND THEIR RESPECTIVE SUCCESSORS IN TITLE.

EXHIBIT B

Sale Order

[Attached]

Return Recorded Deed to:
[GRANTEE]
[_____]
[_____]
[_____]

Mail Tax Bills to:
[GRANTEE]
[_____]
[_____]
[_____]

This Instrument Prepared by:
Hunton Andrews Kurth LLP
600 Travis Street, Suite 4200
Houston, TX 77002

SPECIAL WARRANTY DEED

STATE OF MONTANA §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF DAWSON §

LODGING ENTERPRISES, LLC, a Delaware limited liability company whose post office address is 8538 East 21st Street North, Suite 250, Wichita, KS 67206 ("Grantor"), for and in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD AND CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto [_____], a [_____], whose address is [_____] ("Grantee"), the following described real estate having a physical address of 2006 North Merrill Avenue, Glendive, MT 59330 and more particularly described in Exhibit A attached hereto and made a part hereof, together with all rights, titles, and interests appurtenant thereto including, without limitation, Grantor's interest, if any, in any and all adjacent streets, alleys, rights of way and any adjacent strips and gores (such land and interest are hereinafter collectively referred to as the "Property").

This conveyance is subject to all real estate taxes and assessments not yet due and payable, all matters of record (to the extent the same are still in force and effect), all matters which would be disclosed by a current, accurate survey of the Property, any prior mineral right reservations and all zoning laws, regulations, and ordinances relating to the Property (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor but not otherwise, subject to the Permitted Exceptions.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR THE WARRANTY OF TITLE AS SET FORTH HEREIN, THE PROPERTY CONVEYED HEREUNDER IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF GRANTOR. GRANTOR HAS NOT, DOES NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OR CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY.

This Special Warranty Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Property

is transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

[signature page follows]

Dated this _____ day of _____, 2025.

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that [_____], as [_____] of Lodging Enterprises, LLC, a Delaware limited liability company, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me in the presence of the above signed witnesses on this day that, being informed of the contents herein, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company

Given under my hand and official seal this ____ day of ____, 2025.

_____
Notary Public
My Commission expires: _____

EXHIBIT A

Legal Description

TRACT 1: TRACT 1K OF THE AMENDED PLAT OF THE SUNRISE SUBDIVISION OF THE CITY OF GLENDIVE, MONTANA LOCATED IN THE EAST 1/2 OF SECTION 24, TOWNSHIP 16 NORTH, RANGE 55 EAST, M.P.M. AND IN THE WEST 1/2 OF SECTION 19, TOWNSHIP 16 NORTH, RANGE 56 EAST, M.P.M., ACCORDING TO PLAT AMENDMENT NO. 1 FILED AS DOC. NO. 355464 ON OCTOBER 14, 1981 AT 8:42 AM IN THE OFFICE OF THE COUNTY CLERK AND RECORDER IN AND FOR DAWSON COUNTY, MONTANA.

TRACT 2: TRACT ONE G (1G) OF THE SUNRISE SUBDIVISION, IN THE CITY OF GLENDIVE, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED NOVEMBER 17, 1980 AS DOCUMENT NO. 350449, IN THE CLERK AND RECORDERS OFFICE, DAWSON COUNTY, MONTANA.

EXHIBIT B

Sale Order

[Attached]

Return Recorded Deed to:
[GRANTEE]
[_____]
[_____]
[_____]

Mail Tax Bills to:
[GRANTEE]
[_____]
[_____]
[_____]

This Instrument Prepared by:
Hunton Andrews Kurth LLP
600 Travis Street, Suite 4200
Houston, TX 77002

SPECIAL WARRANTY DEED

STATE OF MONTANA §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FLATHEAD §

LODGING ENTERPRISES, LLC, a Delaware limited liability company whose post office address is 8538 East 21st Street North, Suite 250, Wichita, KS 67206 ("Grantor"), for and in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD AND CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto [_____], a [_____], whose address is [_____] ("Grantee"), the following described real estate having a physical address of 6390 US Highway 93 South, Whitefish, MT 59937 and more particularly described in Exhibit A attached hereto and made a part hereof, together with all rights, titles, and interests appurtenant thereto including, without limitation, Grantor's interest, if any, in any and all adjacent streets, alleys, rights of way and any adjacent strips and gores (such land and interest are hereinafter collectively referred to as the "Property").

This conveyance is subject to all real estate taxes and assessments not yet due and payable, all matters of record (to the extent the same are still in force and effect), all matters which would be disclosed by a current, accurate survey of the Property, any prior mineral right reservations and all zoning laws, regulations, and ordinances relating to the Property (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor but not otherwise, subject to the Permitted Exceptions.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR THE WARRANTY OF TITLE AS SET FORTH HEREIN, THE PROPERTY CONVEYED HEREUNDER IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF GRANTOR. GRANTOR HAS NOT, DOES NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OR CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY.

This Special Warranty Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Property

is transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

[signature page follows]

Dated this _____day of _____, 2025.

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that [_____], as [_____] of Lodging Enterprises, LLC, a Delaware limited liability company, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me in the presence of the above signed witnesses on this day that, being informed of the contents herein, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this ____ day of ____, 2025.

_____
Notary Public
My Commission expires: _____

EXHIBIT A

Legal Description

PARCEL 1: LOT 2 OF AKERS SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD AUGUST 7, 2006 AS INSTRUMENT NUMBER 2006-219-14350 IN THE OFFICE OF THE CLERK AND RECORDER OF FLATHEAD COUNTY, MONTANA.

PARCEL 2: TOGETHER WITH A PERPETUAL NON-EXCLUSIVE APPURTENANT SIGN EASEMENT AS GRANTED AND MORE FULLY SET FORTH IN SIGN EASEMENT AGREEMENT RECORDED OCTOBER 27, 2017 AS INSTRUMENT NO. 201700026986; RATIFICATION OF SIGN EASEMENT AGREEMENT RECORDED APRIL 2, 2018 AS INSTRUMENT NO. 2018-00006220.

EXHIBIT B

Sale Order

[Attached]

UPON RECORDING RETURN TO:

[ ]
[ ]
[ ]
[ ]

SPECIAL WARRANTY DEED

STATE OF NEBRASKA §
§
COUNTY OF DODGE §

LODGING ENTERPRISES, LLC, a Delaware limited liability company ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, has Granted, Sold, and Conveyed, and by these presents does Grant, Sell, and Convey, unto _____, a _____ ("Grantee"), having an address of _____ (i) all that real property situated in the County of Dodge, State of Nebraska, and more particularly described on Exhibit A attached hereto and made a part hereof for all purposes, (ii) together with all improvements and related amenities located in and on such real property, (iii) easements, if any, benefiting such real property, and (iv) all rights and appurtenances, if any, pertaining to such real property, including any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way (collectively, the "Property").

This conveyance is subject to all real estate taxes and assessments not yet due and payable, all matters of record (to the extent the same are still in force and effect), all matters which would be disclosed by a current, accurate survey of the Property, any prior mineral right reservations and all zoning laws, regulations, and ordinances relating to the Property (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, together with all and singular the rights and appurtenances belonging in any way to the Property, unto the said Grantee, its successors and assigns forever, and Grantor binds itself and its successors and assigns to warrant and forever defend all and singular the Property, subject to the Permitted Exceptions, to Grantee, its successors and assigns against every person lawfully claiming or to claim all or any part of the Property, by, through, or under Grantor, but not otherwise.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR THE WARRANTY OF TITLE AS SET FORTH HEREIN, THE PROPERTY CONVEYED HEREUNDER IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF GRANTOR. GRANTOR HAS NOT, DOES NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OR CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY.

This Special Warranty Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Property is transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed this Deed to be effective as of the ___ day of _____, 2025.

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By:_____
Name: _____
Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, the _____ of Lodging Enterprises, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and thereupon he acknowledged that he was authorized to execute the within instrument on behalf of said limited liability company, and that he executed said instrument as the voluntary act of the said limited liability company, and for the purposes and consideration expressed therein and in the capacity stated therein.

Given under my hand and seal of office this _____ day of _____, 2025.

(Seal)

_____, Notary Public
(signature of Notary Public)

My Commission Expires:_____

EXHIBIT A

Legal Description

Real property in the County of Dodge, State of Nebraska, described as follows:

PARCEL 1:

LOT 11, MENARD ADDITION, AN ADDITION TO THE CITY OF FREMONT, DODGE COUNTY, NEBRASKA.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR DRAINAGE PURPOSES AS CONTAINED IN THE STORM SEWER EASEMENT AGREEMENT, FILED SEPTEMBER 11, 2006 IN BOOK 2006, PAGE 5783, RECORDS, DODGE COUNTY, NEBRASKA.

EXHIBIT B

Sale Order

[Attached]

UPON RECORDING RETURN TO:

[ ]
[ ]
[ ]
[ ]

SPECIAL WARRANTY DEED

STATE OF NEBRASKA §
§
COUNTY OF LANCASTER §

LODGING ENTERPRISES, LLC, a Delaware limited liability company ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, has Granted, Sold, and Conveyed, and by these presents does Grant, Sell, and Convey, unto _____, a _____ ("Grantee"), having an address of _____ (i) all that real property situated in the County of Lancaster, State of Nebraska, and more particularly described on Exhibit A attached hereto and made a part hereof for all purposes, (ii) together with all improvements and related amenities located in and on such real property, (iii) easements, if any, benefiting such real property, and (iv) all rights and appurtenances, if any, pertaining to such real property, including any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way (collectively, the "Property").

This conveyance is subject to all real estate taxes and assessments not yet due and payable, all matters of record (to the extent the same are still in force and effect), all matters which would be disclosed by a current, accurate survey of the Property, any prior mineral right reservations and all zoning laws, regulations, and ordinances relating to the Property (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, together with all and singular the rights and appurtenances belonging in any way to the Property, unto the said Grantee, its successors and assigns forever, and Grantor binds itself and its successors and assigns to warrant and forever defend all and singular the Property, subject to the Permitted Exceptions, to Grantee, its successors and assigns against every person lawfully claiming or to claim all or any part of the Property, by, through, or under Grantor, but not otherwise.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR THE WARRANTY OF TITLE AS SET FORTH HEREIN, THE PROPERTY CONVEYED HEREUNDER IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF GRANTOR. GRANTOR HAS NOT, DOES NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OR CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY.

This Special Warranty Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Property is transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed this Deed to be effective as of the ___ day of _____, 2025.

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By:_____
Name: _____
Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, the _____ of Lodging Enterprises, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and thereupon he acknowledged that he was authorized to execute the within instrument on behalf of said limited liability company, and that he executed said instrument as the voluntary act of the said limited liability company, and for the purposes and consideration expressed therein and in the capacity stated therein.

Given under my hand and seal of office this _____ day of _____, 2025.

(Seal)

_____, Notary Public
(signature of Notary Public)

My Commission Expires:_____

EXHIBIT A

Legal Description

Real property in the City of Lincoln, County of Lancaster, State of Nebraska, described as follows:

LOT 214 OF IRREGULAR TRACTS IN THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M., LINCOLN, LANCASTER COUNTY, NEBRASKA;

AND

LOT 215 OF IRREGULAR TRACTS IN THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M., LINCOLN, LANCASTER COUNTY, NEBRASKA.

EXHIBIT B

Sale Order

[Attached]

UPON RECORDING RETURN TO:

[ ]
[ ]
[ ]
[ ]

SPECIAL WARRANTY DEED

STATE OF NEBRASKA §
§
COUNTY OF SCOTTS BLUFF §

LODGING ENTERPRISES, LLC, a Delaware limited liability company ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, has Granted, Sold, and Conveyed, and by these presents does Grant, Sell, and Convey, unto _____, a _____ ("Grantee"), having an address of _____ (i) all that real property situated in the County of Scotts Bluff, State of Nebraska, and more particularly described on Exhibit A attached hereto and made a part hereof for all purposes, (ii) together with all improvements and related amenities located in and on such real property, (iii) easements, if any, benefiting such real property, and (iv) all rights and appurtenances, if any, pertaining to such real property, including any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way (collectively, the "Property").

This conveyance is subject to all real estate taxes and assessments not yet due and payable, all matters of record (to the extent the same are still in force and effect), all matters which would be disclosed by a current, accurate survey of the Property, any prior mineral right reservations and all zoning laws, regulations, and ordinances relating to the Property (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, together with all and singular the rights and appurtenances belonging in any way to the Property, unto the said Grantee, its successors and assigns forever, and Grantor binds itself and its successors and assigns to warrant and forever defend all and singular the Property, subject to the Permitted Exceptions, to Grantee, its successors and assigns against every person lawfully claiming or to claim all or any part of the Property, by, through, or under Grantor, but not otherwise.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR THE WARRANTY OF TITLE AS SET FORTH HEREIN, THE PROPERTY CONVEYED HEREUNDER IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF GRANTOR. GRANTOR HAS NOT, DOES NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OR CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY.

This Special Warranty Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Property is transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed this Deed to be effective as of the ___ day of _____, 2025.

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By:_____
Name: _____
Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, the _____ of Lodging Enterprises, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and thereupon he acknowledged that he was authorized to execute the within instrument on behalf of said limited liability company, and that he executed said instrument as the voluntary act of the said limited liability company, and for the purposes and consideration expressed therein and in the capacity stated therein.

Given under my hand and seal of office this _____ day of _____, 2025.

(Seal)

_____, Notary Public
(signature of Notary Public)

My Commission Expires:_____

EXHIBIT A

Legal Description

Real property in the City of Morrill, County of Scotts Bluff, State of Nebraska, described as follows:

LOT 2A, BLOCK 1, TERRY ADDITION, A PLAT OF VACATED LOTS 1 AND 2, TERRY ADDITION AND UNPLATTED LAND IN PART OF TAX LOT 48, SITUATE IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 23 NORTH, RANGE 57, WEST OF THE 6TH P.M., IN SCOTTS BLUFF COUNTY, NEBRASKA.

EXHIBIT B

Sale Order

[Attached]

UPON RECORDING RETURN TO:

[ ]
[ ]
[ ]
[ ]

SPECIAL WARRANTY DEED

STATE OF NEBRASKA §
§
COUNTY OF LINCOLN §

LODGING ENTERPRISES, LLC, a Delaware limited liability company ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, has Granted, Sold, and Conveyed, and by these presents does Grant, Sell, and Convey, unto _____, a _____ ("Grantee"), having an address of _____ (i) all that real property situated in the County of Lincoln, State of Nebraska, and more particularly described on Exhibit A attached hereto and made a part hereof for all purposes, (ii) together with all improvements and related amenities located in and on such real property, (iii) easements, if any, benefiting such real property, and (iv) all rights and appurtenances, if any, pertaining to such real property, including any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way (collectively, the "Property").

This conveyance is subject to all real estate taxes and assessments not yet due and payable, all matters of record (to the extent the same are still in force and effect), all matters which would be disclosed by a current, accurate survey of the Property, any prior mineral right reservations and all zoning laws, regulations, and ordinances relating to the Property (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, together with all and singular the rights and appurtenances belonging in any way to the Property, unto the said Grantee, its successors and assigns forever, and Grantor binds itself and its successors and assigns to warrant and forever defend all and singular the Property, subject to the Permitted Exceptions, to Grantee, its successors and assigns against every person lawfully claiming or to claim all or any part of the Property, by, through, or under Grantor, but not otherwise.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR THE WARRANTY OF TITLE AS SET FORTH HEREIN, THE PROPERTY CONVEYED HEREUNDER IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF GRANTOR. GRANTOR HAS NOT, DOES NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OR CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY.

This Special Warranty Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Property is transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed this Deed to be effective as of the ___ day of _____, 2025.

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By:_____
Name: _____
Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, the _____ of Lodging Enterprises, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and thereupon he acknowledged that he was authorized to execute the within instrument on behalf of said limited liability company, and that he executed said instrument as the voluntary act of the said limited liability company, and for the purposes and consideration expressed therein and in the capacity stated therein.

Given under my hand and seal of office this _____ day of _____, 2025.

(Seal)

_____, Notary Public
(signature of Notary Public)

My Commission Expires:_____

EXHIBIT A

Legal Description

Real property in the City of North Platte, County of Lincoln, State of Nebraska, described as follows:

LOT 1, DOOLITTLE FIRST REPLAT, NORTH PLATTE, LINCOLN COUNTY, NEBRASKA.

EXHIBIT B

Sale Order

[Attached]

SPECIAL WARRANTY DEED

2111 Camino Del Llano,
Belen, Valencia County, New Mexico

STATE OF NEW MEXICO §
§ KNOW ALL PERSONS BY THESE PRESENTS THAT:
COUNTY OF VALENCIA §

LODGING ENTERPRISES, LLC, a Delaware Limited Liability company ("Grantor") whose address is 8535 East 21st Street North, Wichita, KS 67206, for and in consideration of the sum of $10.00 and other good and valuable consideration, paid to Grantor by _____, a _____ (hereinafter called "Grantee"), whose address is _____, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN and DELIVER to Grantee all of Grantor's right, title, and interest in the real property described in Exhibit A attached hereto and made a part hereof, together with all rights title and interests of Grantor in all buildings and other improvements situated thereon, all fixtures and other property affixed thereto and all right, title and interest of Grantor in and to adjacent streets, alleys, rights-of-way and any adjacent strips and gores (collectively, the "Property"), subject to all real estate taxes and assessments not yet due and payable, all matters of record (to the extent the same are still in force and effect), all matters which would be disclosed by a current, accurate survey of the Property, any prior mineral right reservations and all zoning laws, regulations, and ordinances relating to the Property (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor but not otherwise, subject to the Permitted Exceptions.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR THE WARRANTY OF TITLE AS SET FORTH HEREIN, THE PROPERTY CONVEYED HEREUNDER IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF GRANTOR. GRANTOR HAS NOT, DOES NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OR CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY.

This Special Warranty Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Property is transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

[Signature and acknowledgment page follows.]

Grantee hereby assumes the payment of 2025 ad valorem taxes on the herein described Property.

WITNESS my hand and seal this ___ day of _____, 2025, to be effective as of _____, 2025.

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025, by _____, as _____ of Lodging Enterprises, LLC, a Delaware limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of _____

My Commission expires: _____

Mail tax bills to and the address of Grantee is:
[ ]
[ ]
[ ]

EXHIBIT A

Legal Description

Parcel 1:

Tract A-3-A-1 as the same is shown and designated on the plat entitled "Replat of Tract A-1 and Tract A-3-A being Tract A-1 and Tract A-3-A", as shown on Plat, filed in Valencia County, New Mexico, filed April 24, 2008, in Cabinet L, page 929.

Parcel 2:

Non-exclusive rights of easement for access and utilities as to the 50 foot roadway and public utility easement, as shown on the recorded plat, filed in the Office of the County Clerk of Valencia County, New Mexico, on April 24, 2008, in Plat Book L, Folio 929, to the extent of and only for the duration as provided for therein.

EXHIBIT B

Sale Order

[Attached]

SPECIAL WARRANTY DEED

2670 Airport Road,
Santa Teresa, Doña Ana County, New Mexico

STATE OF NEW MEXICO §
§ KNOW ALL PERSONS BY THESE PRESENTS THAT:
COUNTY OF DOÑA ANA §

LODGING ENTERPRISES, LLC, a Delaware Limited Liability company ("Grantor") whose address is 8535 East 21st Street North, Wichita, KS 67206, for and in consideration of the sum of $10.00 and other good and valuable consideration, paid to Grantor by _____, a _____ (hereinafter called "Grantee"), whose address is _____, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN and DELIVER to Grantee all of Grantor's right, title, and interest in the real property described in Exhibit A attached hereto and made a part hereof, together with all rights title and interests of Grantor in all buildings and other improvements situated thereon, all fixtures and other property affixed thereto and all right, title and interest of Grantor in and to adjacent streets, alleys, rights-of-way and any adjacent strips and gores (collectively, the "Property"), subject to all real estate taxes and assessments not yet due and payable, all matters of record (to the extent the same are still in force and effect), all matters which would be disclosed by a current, accurate survey of the Property, any prior mineral right reservations and all zoning laws, regulations, and ordinances relating to the Property (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor but not otherwise, subject to the Permitted Exceptions.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR THE WARRANTY OF TITLE AS SET FORTH HEREIN, THE PROPERTY CONVEYED HEREUNDER IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF GRANTOR. GRANTOR HAS NOT, DOES NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OR CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY.

This Special Warranty Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Property is transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

[Signature and acknowledgment page follows.]

Grantee hereby assumes the payment of 2025 ad valorem taxes on the herein described Property.

WITNESS my hand and seal this ___ day of _____, 2025, to be effective as of _____, 2025.

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025, by _____, as _____ of Lodging Enterprises, LLC, a Delaware limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of _____

My Commission expires: _____

Mail tax bills to and the address of Grantee is:
[ ]
[ ]
[ ]

EXHIBIT A

Legal Description

A CERTAIN PARCEL OF LAND SITUATE WITHIN SECTION 24, TOWNSHIP 28 SOUTH, RANGE 2 EAST, NEW MEXICO PRINCIPAL MERIDIAN, DOÑA ANA COUNTY, NEW MEXICO, SAID PARCEL IS LOT 2, LESS 97.32 FEET OF THE WESTERLY PORTION, SANTA TERESA BUSINESS CENTER PHASE 1, FILED IN PLAT RECORD BOOK 18, PAGES 665-666 OF DOÑA ANA COUNTY,NEW MEXICO, ON APRIL 8, 1997 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 5/8" REBAR LYING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF AIRPORT ROAD AND MARKING THE SOUTHEASTERLY CORNER OF LOT 3 AND THE NORTHEASTERLY CORNER OF LOT 2, SANTA TERESA BUSINESS CENTER PHASE I, WHENCE A BRASS CAP MARKING THE 1/4 CORNER OF SECTION 13 AND SECTION 24, TOWNSHIP 28 SOUTH, RANGE 2 EAST, NEW MEXICO PRINCIPAL MERIDIAN, DOÑA ANA COUNTY, NEW MEXICO PRINCIPAL MERIDIAN, DOÑA ANA COUNTY, NEW MEXICO, BEARS N 41°-44’-23"E, A DISTANCE OF 100.23 FEET, AND U.S.C. GSTRIANGULATION STATION "STRAUSS" (HAVING NEW MEXICO STATE COORDINATES CENTRAL ZONE OF X =349,355.76 FEET AND Y = 326,246.62 FEET) BEARS N 49°- 30’-42"W, A DISTANCE OF 17,607.65 FEET;

THENCE, FROM THE POINT OF BEGINNING S 44°-21’-42"E, A DISTANCE OF 308.99 FEET ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF AIRPORT ROAD TO A FOUND 5/8" REBAR WITH YELLOW CAP NO. 5948 LYING AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY RIGHT-OF-WAY LINE OF AIRPORT ROAD AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF KITTYHAWK BOULEVARD;

THENCE, S 45°-38’-18"W, A DISTANCE OF 321.71 FEET ALONG SAID NORTHEASTERLY RIGHT-OFWAY LINE OF KITTYHAWK BOULEVARD TO A SET 5/8" REBAR MARKING THE SOUTHWESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, N 44°-21’-42"W, A DISTANCE OF 308.99 FEET TO A SET 5/8" REBAR WITH YELLOW CAP NO.5948 LYING, ON THE BOUNDARY BETWEEN LOT 2 AND LOT 3, SANTA TERESA BUSINESS CENTER PHASE I;

THENCE, N 45°-38’-18"E, A DISTANCE OF 321.71 FEET ALONG SAID BOUNDARY BETWEEN LOT 2 AND LOT 3 TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

EXHIBIT B

Sale Order

[Attached]

SPECIAL WARRANTY DEED

1005 Hwy 285,
Vaughn, Guadalupe County, New Mexico

STATE OF NEW MEXICO §
§ KNOW ALL PERSONS BY THESE PRESENTS THAT:
COUNTY OF GUADALUPE §

LODGING ENTERPRISES, LLC, a Delaware Limited Liability company ("Grantor") whose address is 8535 East 21st Street North, Wichita, KS 67206, for and in consideration of the sum of $10.00 and other good and valuable consideration, paid to Grantor by _____, a _____ (hereinafter called "Grantee"), whose address is _____, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN and DELIVER to Grantee all of Grantor's right, title, and interest in the real property described in Exhibit A attached hereto and made a part hereof, together with all rights title and interests of Grantor in all buildings and other improvements situated thereon, all fixtures and other property affixed thereto and all right, title and interest of Grantor in and to adjacent streets, alleys, rights-of-way and any adjacent strips and gores (collectively, the "Property"), subject to all real estate taxes and assessments not yet due and payable, all matters of record (to the extent the same are still in force and effect), all matters which would be disclosed by a current, accurate survey of the Property, any prior mineral right reservations and all zoning laws, regulations, and ordinances relating to the Property (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor but not otherwise, subject to the Permitted Exceptions.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR THE WARRANTY OF TITLE AS SET FORTH HEREIN, THE PROPERTY CONVEYED HEREUNDER IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF GRANTOR. GRANTOR HAS NOT, DOES NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OR CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY.

This Special Warranty Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Property is transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

[Signature and acknowledgment page follows.]

Grantee hereby assumes the payment of 2025 ad valorem taxes on the herein described Property.

WITNESS my hand and seal this ___ day of _____, 2025, to be effective as of _____, 2025.

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025, by _____, as _____ of Lodging Enterprises, LLC, a Delaware limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of _____

My Commission expires: _____

Mail tax bills to and the address of Grantee is:
[ ]
[ ]
[ ]

EXHIBIT A

Legal Description

The Land referred to herein below is situated in the County of **Guadalupe**, State of **New Mexico**, and is described as follows:

A parcel of land containing 16.0902 acres, more or less, situated in Sections 5, 6, 7 and 8, Township 4 North, Range 17 East, New Mexico Principal Meridian, Guadalupe County, New Mexico, as shown on plat of survey by Bock & Clark's National Surveyors Network, dated March 21, 2008, Project No. 200800093-27, filed for record in the Office of the Guadalupe County Clerk, April 22, 2008 in Plat Book C, page 159.

EXHIBIT B

Sale Order

[Attached]

Affix R.P.T.T.: $_____

APN: 001-660-0AB

Mail tax bills to:
[GRANTEE]
[ ]
[ ]
[ ]

Recording Requested by and
Return Recorded Deed to:
[ ]
[ ]
[ ]
[ ]

This instrument prepared by:
Hunton Andrews Kurth LLP
600 Travis Street, Suite 4200
Houston, Texas 77002
(713) 220-3607
Attn: Matt Chelf, Esq.

SPECIAL WARRANTY DEED

STATE OF NEVADA §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF ELKO §

LODGING ENTERPRISES, LLC, a Delaware Limited Liability company whose address is 8535 East 21st Street North, Suite 250, Wichita, KS 67206 ("Grantor"), for and in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD AND CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto _____, a _____, whose address is _____ ("Grantee"), the following described real estate having a physical address of 95 Spruce Road, Elko, NV 89801, more particularly described in Exhibit A attached hereto and made a part hereof, together with all rights, titles, and interests appurtenant thereto including, without limitation, Grantor's interest, if any, in any and all adjacent streets, alleys, rights of way and any adjacent strips and gores (such land and interest are hereinafter collectively referred to as the "Property").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to all real estate taxes and assessments not yet due and payable, all matters of record (to the extent the same are still in force and effect), all matters which would be disclosed by a current, accurate survey of the Property, any prior mineral right reservations and all zoning laws, regulations, and ordinances relating to the Property (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor but not otherwise, subject to the Permitted Exceptions.

The undersigned person executing this Special Warranty Deed represents and certifies on behalf of the Grantor, that the undersigned is a duly elected officer of the Grantor and has been fully empowered by proper resolution or the by-laws of the Grantor, to execute and deliver this Special Warranty Deed; that the Grantor is a limited liability company in good standing in the state of its origin and where required in the state where the subject real estate is situated; that the Grantor has full capacity to convey the real estate described; and that all necessary action for the making of this conveyance has been duly taken.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR THE WARRANTY OF TITLE AS SET FORTH HEREIN, THE PROPERTY CONVEYED HEREUNDER IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF GRANTOR. GRANTOR HAS NOT, DOES NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OR CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY.

This Special Warranty Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Property is transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

[SIGNATURE AND ACKNOWLEDGMENT PAGE FOLLOWS.]

Dated this ___ day of _____, 2025.

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, as _____ of Lodging Enterprises, LLC, a Delaware limited liability company, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me in the presence of the above signed witnesses on this day that, being informed of the contents herein, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company

Given under my hand and official seal this ____ day of _____, 2025.

_____
Notary Public
My Commission expires: _____

EXHIBIT A

Legal Description

Real property in the City of Elko, County of Elko, State of Nevada, described as follows:

PARCEL 1:

PARCEL 3 AS SHOWN ON THE PARCEL MAP FOR TAHOE PROPERTY CONSULTANTS, INC., FILED IN THE OFFICE OF THE ELKO COUNTY RECORDER ON SEPTEMBER 09, 1998, AS FILE NO. 432103, SAID PARCEL IS SITUATED IN SECTION 16, TOWNSHIP 34 NORTH, RANGE 55 EAST, M.D.M., CITY OF ELKO, ELKO COUNTY, NEVADA AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SPRUCE ROAD FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 16 BEARS NORTH 80° 13' 46" WEST, 1839.45 FEET;

THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY AND CONTINUING ALONG THE BOUNDARY COMMON TO PARCELS 2 AND 3 AS SHOWN ON THE AFOREMENTIONED PARCEL MAP, NORTH 47° 47' 23" WEST, 312.12 FEET;

THENCE LEAVING SAID COMMON BOUNDARY AND CONTINUING ALONG THE BOUNDARY COMMON TO PARCELS 1 AND 3 AS SHOWN ON THE AFOREMENTIONED PARCEL MAP, NORTH 42° 12' 37" EAST, 142.74 FEET;

THENCE LEAVING SAID COMMON BOUNDARY AND CONTINUING ALONG THE NORTH BOUNDARY OF PARCEL 3, NORTH 89° 55' 05" EAST, 517.40 FEET;

THENCE LEAVING SAID NORTH BOUNDARY AND CONTINUING ALONG THE EAST BOUNDARY OF PARCEL 3, SOUTH 24° 00' 12" EAST, 193.83 FEET;

THENCE LEAVING SAID EAST BOUNDARY AND CONTINUING ALONG THE BOUNDARY COMMON TO PARCELS 3 AND 4 OF THE AFOREMENTIONED PARCEL MAP THE FOLLOWING THREE (3) COURSES:

SOUTH 82° 14' 56" WEST, 155.87 FEET; ALONG A CIRCULAR CURVE TO THE LEFT WITH A RADIUS OF 988.00 FEET, A CENTRAL ANGLE OF 03° 12' 27" AND AN ARC LENGTH OF 55.31 FEET;

ON A NON-TANGENT LINE, SOUTH 10° 57' 31" EAST, 70.54 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF SPRUCE ROAD;

THENCE ALONG SAID RIGHT-OF-WAY FROM A TANGENT WHICH BEARS NORTH 75° 59' 41" WEST, ALONG A CIRCULAR CURVE TO THE LEFT WITH A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 45° 04' 54" AND AN ARC LENGTH OF 275.38 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED FEBRUARY 22, 2013 IN BOOK N/A AS INSTRUMENT NO. 668428, OFFICIAL RECORDS, ELKO COUNTY, NEVADA.

PARCEL 2:

EASEMENT FOR PUBLIC ACCESS AND UTILITY PURPOSES AS SHOWN ON THE PARCEL MAP FOR TAHOE PROPERTY CONSULTANTS, INC., FILED IN THE OFFICE OF THE ELKO COUNTY RECORDER SEPTEMBER 09, 1998, AS FILE NO. 432103.

EXHIBIT B

Sale Order

[Attached]

Bargain and Sale Deed
Without Covenant Against Grantor's Acts

THIS INDENTURE, made as of the ___ day of _____, 2025, by **LODGING ENTERPRISES, LLC**, a Delaware limited liability company, having an address at 8535 East 21st Street North, Wichita, KS 67206 (hereinafter referred to as "Grantor"), to _____, a _____, having an address at _____ (hereinafter referred to as "Grantee").

WITNESSETH, that Grantor, in consideration of Ten Dollars ($10.00), lawful money of the United States, paid by Grantee, does hereby grant and release unto Grantee, the heirs or successors and assigns of Grantee forever:

ALL that certain plot, piece or parcel of land with the building and improvements thereon erected, situate, lying and being, more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises"), subject to all real estate taxes and assessments not yet due and payable, all matters of record (to the extent the same are still in force and effect), all matters which would be disclosed by a current, accurate survey of the Property, any prior mineral right reservations and all zoning laws, regulations, and ordinances relating to the Property (the "Permitted Exceptions");

TOGETHER WITH all right, title and interest, if any, of Grantor in and to any streets and roads abutting the Premises to the center lines thereof;

TOGETHER WITH the appurtenances and all the estate and rights of Grantor in and to the Premises.

TO HAVE AND TO HOLD the Premises unto Grantee, the heirs or successors and assigns of Grantee forever.

AND Grantor, in compliance with Section 13 of the Lien Law, covenants that Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvements at the Premises and will apply the same first to the payment of the cost of the improvements before using any part of the total of the same for any other purpose.

This Bargain and Sale Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Premises are transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

[end of page]

IN WITNESS WHEREOF, Grantor has duly executed this deed the day and year first above written.

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By:_____
Name:_____
Title:_____

ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK STATE

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____ in the year 2025 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.

_____
Signature and Office of individual taking acknowledgment

Bargain and Sale Deed
Without Covenant Against Grantor's Acts

COUNTY: Erie

LODGING ENTERPRISES, LLC

TO

STREET ADDRESS: 3475 Union Road, Buffalo, New York 14225

RETURN BY MAIL TO:

EXHIBIT A

Legal Description

Real property in the City of Buffalo, County of Erie, State of New York, described as follows:

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF CHEEKTOWAGA, COUNTY OF ERIE AND STATE OF NEW YORK, BEING PART OF LOT NO. 11, TOWNSHIP 11 AND RANGE 7 OF THE HOLLAND COMPANY'S PURCHASE, BEING A PORTION OF LAND AS SHOWN ON A CERTAIN MAP COVER RECORDED IN THE ERIE COUNTY CLERK'S OFFICE IN MAP COVER NO. BOOK NO. 293, BEING ALL OF SUB LOT(S) 45 THRU 48 INCLUSIVE AND THE WESTERLY PORTION OF SUB LOT 49, AND MORE, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF SPEIDEL AVENUE (40' WIDE & UNIMPROVED) AT ITS INTERSECTION WITH THE WESTERLY LINE OF SUB LOT NO. 45 EXTENDED SOUTHERLY, SAID POINT BEING 353.21 FEET EASTERLY FROM THE INTERSECTION OF THE CENTERLINE OF SPEIDEL AVENUE WITH THE EASTERLY LINE OF UNION ROAD AS PRESENTLY LAID OUT;

THENCE NORTHERLY ALONG THE WESTERLY LINE OF SUB LOT 45 AND ITS SOUTHERLY EXTENSION A DISTANCE OF 137.69 FEET TO THE NORTHWEST CORNER OF SUB LOT NO. 45;

THENCE WESTERLY ALONG THE NORTH LINE OF MAP COVER NO. 293 AT AN EXTERNAL ANGLE OF 89° 43' 58" A DISTANCE OF 150.00 FEET TO THE NORTHWEST CORNER OF SUB LOT NO. 40;

THENCE NORTHERLY ALONG A LINE AT AN INTERNAL ANGLE OF 89° 43' 58" A DISTANCE OF 150.00 FEET;

THENCE EASTERLY ALONG A LINE AT AN INTERIOR ANGLE OF 90° 16' 02" A DISTANCE OF 174.45 FEET;

THENCE SOUTHERLY ALONG A LINE AT AN INTERIOR ANGLE OF 90° 00' 00" A DISTANCE OF 53.78 FEET;

THENCE EASTERLY ALONG A LINE AT AN EXTERIOR ANGLE OF 89° 36' 54" A DISTANCE OF 98.76 FEET TO A POINT;

THENCE SOUTHERLY ALONG A LINE AT AN INTERIOR ANGLE OF 89° 09' 04" A DISTANCE OF 234.82 FEET TO A POINT IN THE CENTERLINE OF SPEIDEL AVENUE;

THENCE WESTERLY ALONG THE CENTERLINE OF SPEIDEL AVENUE AT AN INTERIOR ANGLE OF 90°21' 03" A DISTANCE OF 122.65 FEET TO THE POINT OR PLACE OF BEGINNING.

TOGETHER WITH EASEMENTS FOR INGRESS, EGRESS, UTILITIES AND SIGNS OVER THE 4 FOLLOWING DESCRIBED PARCELS:

EASEMENT 1:

DELETED INTENTIONALLY

EASEMENT NO. 2

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF CHEEKTOWAGA, COUNTY OF ERIE AND STATE OF NEW YORK, BEING PART OF LOT 11, TOWNSHIP 11 AND RANGE 7 OF THE HOLLAND LAND COMPANY'S PURCHASE, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY LINE OF UNION ROAD. AS CURRENTLY LAID OUT, DISTANT 177.70 FEET NORTHERLY FROM ITS INTERSECTION WITH THE NORTHERLY LINE OF A CERTAIN MAP FILED IN THE ERIE COUNTY CLERK'S OFFICE IN MAP COVER BOOK NO. 293;

THENCE NORTHERLY ALONG THE EASTERLY LINE OF UNION ROAD A DISTANCE OF 40.00 FEET;

THENCE EASTERLY ALONG A LINE AT AN INTERIOR ANGLE OF 90° 38' 40" A DISTANCE OF 110.30 FEET TO A POINT OF CURVATURE;

THENCE SOUTHEASTERLY ALONG A CURVED LINE TO THE RIGHT HAVING A RADIUS OF 170.00 FEET AN ARC DISTANCE OF 18.84 FEET TO A POINT OF TANGENCY;

THENCE SOUTHEASTERLY ALONG A TANGENT LINE TO THE AFOREMENTIONED LINE A DISTANCE OF 345.22 FEET TO A POINT OF CURVATURE;

THENCE EASTERLY ALONG A CURVED LINE TO THE LEFT HAVING A RADIUS OF 180.00 FEET AN ARC DISTANCE OF 46.82 FEET TO A POINT OF TANGENCY:

THENCE EASTERLY ALONG A TANGENT LINE TO THE AFOREMENTIONED CURVE A DISTANCE OF 2.74 FEET;

THENCE SOUTHERLY ALONG A LINE AT AN INTERIOR ANGLE OF 81° 56' 06" A DISTANCE OF 81.62 FEET;

THENCE WESTERLY ALONG A LINE AT AN INTERIOR ANGLE OF 90° 00' 00" A DISTANCE OF 147.70 FEET;

THENCE NORTHERLY ALONG A LINE AT AN INTERIOR ANGLE OF 89° 36'54" A DISTANCE OF 53.78 FEET;

THENCE WESTERLY ALONG A LINE AT AN EXTERIOR ANGLE OF 90° 00’ 00” A DISTANCE OF 14.06 FEET;

THENCE WESTERLY ALONG A LINE AT AN INTERIOR ANGLE OF 173° 32’ 49” A DISTANCE OF 237.22 FEET TO A POINT OF CURVATURE;

THENCE WESTERLY ALONG A CURVED LINE TO THE LEFT HAVING A RADIUS OF 130.00 AN ARC DISTANCE OF 14.41 FEET TO A POINT OF TANGENCY;

THENCE WESTERLY ALONG A LINE TANGENT TO THE AFOREMENTIONED CURVE A DISTANCE OF 110.75 FEET TO THE POINT OR PLACE OF BEGINNING.

EASEMENT NO. 3

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF CHEEKTOWAGA, COUNTY OF ERIE AND STATE OF NEW YORK, BEING PART OF LOT 11, TOWNSHIP 11 AND RANGE 7 OF THE HOLLAND LAND COMPANY’S PURCHASE, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF WALDEN AVENUE (120’ WIDE) AS CURRENTLY LAID OUT, DISTANT 280.96 FEET WESTERLY FROM ITS INTERSECTION WITH THE EASTERLY LINE OF LANDS CONVEYED IN LIBER 10919 OF DEEDS AT PAGE 2131;

THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF LOT 11 A DISTANCE OF 106.30 FEET;

THENCE WESTERLY ALONG A LINE AT AN EXTERIOR ANGLE OF 89° 50’ 45” A DISTANCE OF 177.35 FEET;

THENCE NORTHERLY ALONG A LINE AT AN INTERIOR ANGLE OF 89° 38’ 57” A DISTANCE OF 234.82 FEET;

THENCE EASTERLY ALONG A LINE AT AN INTERIOR ANGLE OF 90° 50’ 56” A DISTANCE OF 61.96 FEET;

THENCE SOUTHERLY ALONG THE EDGE OF EXISTING BLACKTOP AT AN INTERIOR ANGLE OF 89° 11’ 27” A DISTANCE OF 180.18 FEET;

THENCE EASTERLY ALONG A LINE AT AN EXTERIOR ANGLE OF 89° 46’ 22” A DISTANCE OF 172.31 FEET;

THENCE SOUTHERLY ALONG A LINE AT AN INTERIOR ANGLE OF 90° 05’ 02” A DISTANCE OF 152.15 FEET TO A POINT IN THE NORTHERLY LINE OF WALDEN AVENUE;

THENCE WESTERLY ALONG THE NORTHERLY LINE OF WALDEN AVENUE A DISTANCE OF 58.37 FEET TO THE POINT OR PLACE OF BEGINNING.

EASEMENT NO. 4

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF CHEEKTOWAGA, COUNTY OF ERIE AND STATE OF NEW YORK, BEING PART OF LOT 11, TOWNSHIP 11 AND RANGE 7 OF THE HOLLAND LAND COMPANY'S PURCHASE, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE EASTERLY LINE OF UNION ROAD, AS CURRENTLY LAID OUT, DISTANT 180.6 FEET NORTHERLY FROM ITS INTERSECTION WITH THE NORTHERLY LINE OF A CERTAIN MAP FILED IN THE ERIE COUNTY CLERK'S OFFICE IN MAP COVER BOOK NO. 293;

THENCE WESTERLY ALONG A LINE PERPENDICULAR TO THE AFOREMENTIONED LINE A DISTANCE OF 1.0 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING EASTERLY ALONG THE AFOREMENTIONED LINE A DISTANCE OF 10 FEET;

THENCE SOUTHERLY ALONG A LINE PERPENDICULAR TO THE AFOREMENTIONED LINE A DISTANCE OF 10 FEET;

THENCE WESTERLY ALONG A LINE PERPENDICULAR TO THE AFOREMENTIONED LINE A DISTANCE OF 10 FEET;

THENCE NORTHERLY ALONG A LINE PERPENDICULAR TO THE AFOREMENTIONED LINE A DISTANCE OF 10 FEET TO THE POINT OR PLACE OF BEGINNING.

EASEMENT NO. 5

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF CHEEKTOWAGA, COUNTY OF ERIE AND STATE OF NEW YORK, BEING PART OF LOT 11, TOWNSHIP 11, RANGE 7 OF THE HOLLAND LAND COMPANY'S PURCHASE, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTHERLY LINE OF WALDEN AVENUE AS CURRENTLY LAID OUT, DISTANT 274.96 FEET WESTERLY FROM ITS INTERSECTION WITH THE EASTERLY LINE OF LANDS CONVEYED IN LIBER 10919 OF DEEDS AT PAGE 2131;

THENCE NORTHERLY PERPENDICULAR TO THE AFOREMENTIONED LINE A DISTANCE OF 2.0 FEET TO THE POINT OF BEGINNING;

THENCE NORTHERLY CONTINUING ALONG THE AFOREMENTIONED LINE A DISTANCE OF 10 FEET;

THENCE EASTERLY ALONG A LINE PERPENDICULAR TO THE AFOREMENTIONED LINE OF DISTANCE OF 10 FEET;

THENCE SOUTHERLY ALONG A LINE PERPENDICULAR TO THE AFOREMENTIONED LINE A DISTANCE OF 10 FEET;

THENCE WESTERLY ALONG A LINE PERPENDICULAR TO THE AFOREMENTIONED LINE A DISTANCE OF 10 FEET TO THE POINT OR PLACE OF BEGINNING.

EASEMENT NO. 6

TOGETHER WITH SIDEWALK EASEMENT SET FORTH IN PARKING AND SIDEWALK EASEMENT RECORDED FEBRUARY 12, 2014 IN LIBER 11260 CP 4285.

EXHIBIT B

Sale Order

[Attached]

Mail tax bills to:
[GRANTEE]
[ ]
[ ]

Return Recorded Deed to:
[ ]
[ ]
[ ]

This instrument prepared by:
Hunton Andrews Kurth LLP
600 Travis Street, Suite 4200
Houston, TX 77002
713.220.3607
Attn: Matt Chelf, Esq.

SPECIAL WARRANTY DEED

STATE OF OKLAHOMA §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF PITTSBURG §

LODGING ENTERPRISES, LLC, a Delaware limited liability company whose address is 8535 East 21st Street North, Suite 250, Wichita, KS 67206 ("Grantor"), for and in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD AND CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto _____, a _____, whose address is _____ ("Grantee"), the following described real estate having a physical address of 528 South George Nigh Expressway, McAlester, OK 74501 and more particularly described in Exhibit A attached hereto and made a part hereof, together with all rights, titles, and interests appurtenant thereto including, without limitation, Grantor's interest, if any, in any and all

adjacent streets, alleys, rights of way and any adjacent strips and gores (such land and interest are hereinafter collectively referred to as the "Property").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to all real estate taxes and assessments not yet due and payable, all matters of record (to the extent the same are still in force and effect), all matters which would be disclosed by a current, accurate survey of the Property, any prior mineral right reservations and all zoning laws, regulations, and ordinances relating to the Property (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor but not otherwise, subject to the Permitted Exceptions.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR THE WARRANTY OF TITLE AS SET FORTH HEREIN, THE PROPERTY CONVEYED HEREUNDER IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF GRANTOR. GRANTOR HAS NOT, DOES NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OR CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY.

This Special Warranty Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Property is transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

[Signature and acknowledgment page follows.]

Dated this _____ day of _____, 2025.

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025, by _____, as _____ of Lodging Enterprises, LLC, a Delaware limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of _____

My Commission expires: _____

EXHIBIT A

Legal Description

TRACT 1:

A TRACT OF LAND IN LOT NINETY-THREE (93), TOWNSITE ADDITION #5, PITTSBURG COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 93; THENCE NORTH 88°39'48" EAST ALONG THE NORTH LINE OF SAID LOT 93 A DISTANCE OF 179.53 FEET; THENCE SOUTH 00°56'44" EAST AND PARALLEL WITH THE WEST LINE OF SAID LOT 93 A DISTANCE OF 299.23 FEET; THENCE SOUTH 88°39'48" WEST AND PARALLEL WITH THE NORTH LINE OF SAID LOT 93 A DISTANCE OF 179.53 FEET TO A POINT ON THE WEST LINE OF SAID LOT 93; THENCE NORTH 00°56'44" WEST ALONG THE WEST LINE OF SAID LOT 93 A DISTANCE OF 299.23 FEET TO THE POINT OF BEGINNING.

TRACT 2:

NON-EXCLUSIVE EASEMENT FOR STORM WATER DRAINAGE FACILITIES AND SANITARY SEWER FACILITIES AS SET FORTH IN EASEMENT AGREEMENT RECORDED IN BOOK 1807, PAGE 392.

EXHIBIT B

Sale Order

[Attached]

OAG 2024-2 — NON-EXEMPT BUSINESS/TRUST

Exhibit to Deed

AFFIDAVIT OF LAND OWNERSHIP: BUSINESS OR TRUST[3]

STATE OF OKLAHOMA

) ss.

COUNTY OF PITTSBURG

TO: THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA

Before me, the undersigned _____ (list legal name and any aliases) (the "Affiant"), who, having been first duly sworn, deposes and states:

1. I am eighteen (18) years of age or older and have personal knowledge of the statements made herein.
2. I am a/an _____ (role, such as titled officer or trustee) of _____ (legal name, along with any trade or fictitious names, of business, trust, or other legal entity) (referred to herein as the "Entity"). I am duly authorized to record this Affidavit on behalf of the Entity, which is taking title to the real property identified in the Deed to which this Affidavit is attached (the "Property"), and to bind the Entity for the consequences of any false statements in this Affidavit.
3. This Affidavit is executed in accordance with and pursuant to 60 O.S. § 121, which provides in part as follows:

   > No alien or any person who is not a citizen of the United States or foreign government adversary shall acquire title to or own land in this state either directly or indirectly through a business entity, trust, or foreign government enterprise, except as hereinafter provided, but they shall have and enjoy in this state such rights as to personal property as are, or shall be, accorded a citizen of the United States under the laws of the nation to which such alien belongs, or by the treaties of such nation with the United States, except as the same may be affected by the provisions of Section 121 et seq. of this title or the Constitution of this state. Provided, however, the requirements of this subsection shall not apply to a business entity that is engaged in regulated interstate commerce or has a national security agreement with the Committee on Foreign Investment in the United States (CFIUS) in accordance with federal law.

4. The Entity acquired title to the Property in compliance with the requirements of 60 O.S. § 121 and no funding source was used in the sale or transfer of the Property in violation of 60 O.S. § 121 or any other state or federal law.
5. If the Entity is a trust, its grantor(s), trustees and all direct and contingent beneficiaries are United States citizens or bona fide residents of the State of Oklahoma. If the Entity is a business, its direct and indirect owner(s) is/are United States citizens(s) or bona fide residents of the State of Oklahoma.
6. I acknowledge and understand that making or causing to be made a false statement in this affidavit may subject me to criminal prosecution for perjury and/or subject me and/or the Entity to being liable for actual damages suffered or incurred by any person or other entity as a result or consequence of the making of or reliance upon such false statement.

[3] To be completed by Grantee

FURTHER AFFIANT SAYETH NOT.

_____ _____

AFFIANT, individually and as authorized agent of the Entity Date

_____ _____

_____ _____

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 20__, by _____.

_____

NOTARY PUBLIC

My Commission Expires: _____

My Commission Number: _____

AFTER RECORDING, RETURN TO:
[ ]
[ ]
[ ]

Until a change is requested,
send all tax statements to:

[GRANTEE]
[ ]
[ ]

SPECIAL WARRANTY DEED

LODGING ENTERPRISES, LLC, a Delaware limited liability company ("Grantor") conveys and specially warrants to _____, a _____ ("Grantee"), the real property at 1110 Southeast 4th Street, Hermiston, OR 97838, described in the attached Exhibit A, together with all improvements and appurtenances thereto (the "Property") and free of encumbrances created or suffered by Grantor, subject to, however, all real estate taxes and assessments not yet due and payable, all matters of record (to the extent the same are still in force and effect), all matters which would be disclosed by a current, accurate survey of the Property, any prior mineral right reservations and all zoning laws, regulations, and ordinances relating to the Property (the "Permitted Exceptions").

The true consideration for this conveyance is $_____.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930 AND TO INQUIRE

ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR THE WARRANTY OF TITLE AS SET FORTH HEREIN, THE PROPERTY CONVEYED HEREUNDER IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF GRANTOR. GRANTOR HAS NOT, DOES NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OR CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY.

This Special Warranty Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Property is transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

[Signature and acknowledgment page follows.]

DATED TO BE EFFECTIVE: _____, 2025.

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on ____ _____, 2025, by _____, as _____ of Lodging Enterprises, LLC, a Delaware limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of _____

My Commission expires: _____

EXHIBIT A

Legal Description

Real property in the City of Hermiston, County of Umatilla, State of Oregon, described as follows:

THE EAST 660.00 FEET OF THE NORTH 196.00 FEET OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 28, EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON. EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE RIGHT-OF-WAY OF SE 4TH STREET.

EXHIBIT B

Sale Order

[Attached]

Mail tax bills to:
[GRANTEE]
[ ]
[ ]

Return Recorded Deed to:
[ ]
[ ]
[ ]

This instrument prepared by:
Hunton Andrews Kurth LLP
600 Travis Street, Suite 4200
Houston, Texas 77002
Attn: Matt Chelf, Esq.
713-220-3607

SPECIAL WARRANTY DEED

STATE OF SOUTH DAKOTA §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FALL RIVER §

LODGING ENTERPRISES, LLC, a Delaware Limited Liability company whose address is 8535 East 21st Street North, Wichita, KS 67206 ("Grantor"), for and in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD AND CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto _____, whose address is _____ ("Grantee"), the following described real estate having an address of 108 North 6th Avenue, Edgemont, South Dakota 57735 and being more particularly described in Exhibit A attached hereto and made a part hereof, together with all rights, titles, and interests appurtenant thereto including, without limitation, Grantor's interest, if any, in any and all adjacent streets, alleys, rights of way and any adjacent strips and gores (such land and interest are hereinafter collectively referred to as the "Property").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to all real estate taxes and assessments not yet due and payable, all matters of record (to the extent the same are still in force and effect), all matters which would be disclosed by a current, accurate survey of the Property, any prior mineral right reservations and all zoning laws, regulations, and ordinances relating to the Property (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor but not otherwise, subject to the Permitted Exceptions.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR THE WARRANTY OF TITLE AS SET FORTH HEREIN, THE PROPERTY CONVEYED HEREUNDER IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF GRANTOR. GRANTOR HAS NOT, DOES NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OR CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY.

This Special Warranty Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Property is transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

[Signature and acknowledgment page follows.]

Dated this _____ day of _____, 2025.

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, as _____ of Lodging Enterprises, LLC, a Delaware limited liability company, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me in the presence of the above signed witnesses on this day that, being informed of the contents herein, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company

Given under my hand and official seal this ____ day of _____, 2025.

_____
Notary Public, State of _____

My Commission expires: _____

EXHIBIT A

Legal Description

THE SOUTH 337 FEET OF LOT H1, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE1/4SW1/4) OF SECTION 36, TOWNSHIP 8 SOUTH, RANGE 2 EAST OF THE BLACK HILLS MERIDIAN, CITY OF EDGEMONT, FALL RIVER COUNTY, SOUTH DAKOTA, AS SHOWN ON THE PLAT RECORDED IN BOOK 5 OF PLATS, PAGE 29; EXCEPTING THEREFROM LOT D OF LOT H1, AS SHOWN ON THE PLAT RECORDED IN BOOK 10 OF PLATS, PAGE 50.

EXHIBIT B

Sale Order

[Attached]

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MANY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF BREWSTER §

THAT as of this [ ] day of [ ] , 2025, LODGING ENTERPRISES, LLC, a Delaware limited liability company ("Grantor"), whose mailing address is 8535 East 21st Street North, Suite 250, Wichita, KS 67206, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration paid in cash to Grantor by the Grantee herein named, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these: presents does GRANT, BARGAIN, SELL and CONVEY unto [GRANTEE], a [ ] ("Grantee"), whose mailing address is [ ], that certain real property situated in the County of Brewster, Texas, more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "Land"), together with (i) all buildings, structures and other improvements situated upon the Land and any fixtures, systems and facilities owned by Grantor and located on the Land (the "Improvements"), if any, (ii) all privileges, rights, easements and appurtenances belonging to the Land and the Improvements (collectively, the "Property"), together with all of Grantor's right, title and interest, if any, in the following: any streets, alleys, passages or other rights-of-way or appurtenances included in, adjacent to or used in connection with the Land and the Improvements.

TO HAVE AND TO HOLD the Property and all Improvements thereon, together with all and singular the rights and appurtenances thereto and in any wise belonging unto the said Grantee, its legal representatives, successors and assigns, forever; and Grantor does hereby bind itself, its legal representatives and successors, to Warrant and Forever Defend all and singular the Property, unto the said Grantee, its legal representatives, successors and assigns, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof by, through or under Grantor, but not otherwise.

This conveyance is subject to all real estate taxes and assessments not yet due and payable, all matters of record (to the extent the same are still in force and effect), all matters which would be disclosed by a current, accurate survey of the Property, any prior mineral right reservations and all zoning laws, regulations, and ordinances relating to the Property (the "Permitted Exceptions").

GRANTEE ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING CONVEYED "AS IS", "WHERE IS", AND WITH ALL FAULTS. EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED, GRANTOR MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WHETHER EXPRESSED OR IMPLIED WITH RESPECT TO THE PROPERTY, THE AVAILABILITY OF UTILITIES TO THE PROPERTY, ACCESS OF THE PROPERTY TO PUBLIC ROADS, OR THE CONDITION, ADEQUACY OR SUITABILITY OF THE PROPERTY FOR GRANTEE'S PURPOSES, HABITABILITY, TENANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND THE PRESENCE OF OR CONTAMINATION BY HAZARDOUS MATERIALS AND GRANTOR HEREBY DISCLAIMS ANY SUCH WARRANTY. GRANTEE HAS INQUIRED AS TO (I) THE PHYSICAL CONDITION OF THE PROPERTY, (II) WHETHER ANY PORTION OF THE PROPERTY LIES IN ANY FLOOD PLAIN, FLOOD WAY OR SPECIAL FLOOD HAZARD AREA, (III) THE GEOLOGICAL AND SOIL CONDITION OF THE PROPERTY, (IV) WHETHER THE PROPERTY COMPLIES WITH ALL CITY OR COUNTY ZONING AND BUILDING REGULATIONS, AND (V) ALL ENVIRONMENTAL CONDITIONS (INCLUDING BUT NOT LIMITED TO THE PRESENCE OF ASBESTOS OR OTHER HAZARDOUS MATERIALS) RELATING TO THE PROPERTY.

Grantee, by its acceptance hereof, assumes liability for the payment of all ad valorem taxes and assessments for the Property for the calendar year of the date of this Special Warranty Deed and for all subsequent years during Grantee's Ownership.

This Special Warranty Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Property is transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed on the date of the acknowledgment set forth below, to be effective, however, as of the date first set forth above.

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By:_____
Name:_____
Title:_____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the [ ] day of [ ], 2025, by _____, _____ of LODGING ENTERPRISES, LLC.

[SEAL]

_____
Notary Public in and for the State of _____

EXHIBIT A – Legal Description

EXHIBIT B – Sale Order

EXHIBIT A

Legal Description

METES AND BOUNDS DESCRIPTION OF A 3.037 ACRE (132,293.3 SQUARE FOOT), MORE OR LESS, TRACT OF LAND OUT OF A 11.15 ACRE TRACT DESCRIBED IN VOLUME 80, PAGE 632, DEED RECORDS, OUT OF SURVEY 100, BLOCK 9, G.H.& S.A. RY. CO. SURVEYS, BREWSTER COUNTY, TEXAS, SAID 3.037 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD AND CAP MARKED "BASSHAM LSLS" FOUND IN THE NORTH RIGHT-OF-WAY OF HIGHWAY 67-90 DESCRIBED IN VOLUME 99, PAGE 455, DEED RECORDS, AND THE EAST LINE OF SAID 11.15 ACRE TRACT FOR THE SOUTHWEST CORNER OF A 0.97 ACRE TRACT DESCRIBED IN VOLUME 136, PAGE 285, DEED RECORDS, AND THE SOUTHEAST CORNER OF THIS TRACT, FROM WHICH A 3/4-INCH PIPE FOUND FOR THE SOUTHEAST CORNER OF SAID 11.15 ACRE TRACT BEARS SOUTH 18 DEG. 30 MIN. 20 SEC. EAST 242.75 FEET;

THENCE SOUTH 68 DEG. 56 MIN. 00 SEC. WEST 229.49 FEET WITH THE NORTH RIGHT-OF-WAY OF SAID HIGHWAY 67-90 TO A 1/2-INCH IRON ROD AND CAP MARKED "WALKER 4425" PREVIOUSLY SET BY ME FOR THE SOUTHEAST CORNER OF A 2.50 ACRE TRACT DESCRIBED IN VOLUME 51, PAGE 643, OFFICIAL PUBLIC RECORDS, AND THE SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH 18 DEG. 34 MIN. 14 SEC. WEST, AT 295.50 FEET PASS A 1/2-INCH IRON ROD AND CAP MARKED "WALKER 4425" PREVIOUSLY SET BY ME FOR THE NORTHEAST CORNER OF SAID 2.50 ACRE TRACT AND THE SOUTHEAST CORNER OF ANOTHER 2.50 ACRE TRACT DESCRIBED IN VOLUME 48, PAGE 66, OFFICIAL PUBLIC RECORDS, 582.38 FEET IN ALL TO A 1/2-INCH IRON ROD AND CAP MARKED "WALKER 4425" PREVIOUSLY SET BY ME IN THE SOUTH LINE OF AN APPROXIMATELY 5.43 ACRE TRACT (HANCOCK REMNANT) AND THE NORTH LINE OF SAID 11.15 ACRE TRACT FOR THE NORTHEAST CORNER OF SAID 2.50 ACRE TRACT AND THE NORTHWEST CORNER OF THIS TRACT;

THENCE NORTH 71 DEG. 36 MIN. 42 SEC. EAST 229.27 FEET WITH THE SOUTH LINE OF SAID 5.43 ACRE TRACT AND THE NORTH LINE OF SAID 11.15 ACRE TRACT TO A 1/2-INCH IRON ROD AND CAP MARKED "WALKER 4425" SET FOR THE NORTHWEST CORNER OF SAID 0.97 ACRE TRACT, THE NORTHEAST CORNER OF SAID 11.15 ACRE TRACT AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 18 DEG. 34 MIN. 14 SEC. EAST 571.65 FEET WITH THE WEST LINE OF SAID 0.97 ACRE TRACT AND THE EAST LINE OF SAID 11.15 ACRE TRACT TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 1927, AND SOLAR OBSERVATION.

ALSO DESCRIBED BY SURVEY DESCRIPTION AS FOLLOWS:

A PARCEL OF LAND SITUATED IN SECTION ONE HUNDRED, BLOCK NINE, G.H. & S.A. RY. CO. SURVEY, COUNTY OF BREWSTER, STATE OF TEXAS, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 90/E HOLLAND AVENUE, SAID POINT BEING ON THE EAST LINE OF A 11.15 ACRE TRACT OF LAND AS DESCRIBED IN VOLUME 80, AT PAGE 632 OF SAID BREWSTER COUNTY, AND ASSUMING THE NORTHERLY RIGHT-OFWAY LINE OF SAID HIGHWAY 90/E HOLLAND AVENUE AS BEARING SOUTH 68 DEG. 56 MIN. 00 SEC. WEST WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 90, SOUTH 68 DEG. 56 MIN. 00 SEC. WEST 229.44 FEET;

THENCE NORTH 18 DEG. 33 MIN. 24 SEC. WEST 582.43 FEET;

THENCE NORTH 71 DEG. 37 MIN. 55 SEC. EAST 229.12 FEET;

THENCE SOUTH 18 DEG. 34 MIN. 01 SEC. EAST 571.63 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

Sale Order

[Attached]

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MANY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF ROBERTSON §

THAT as of this [ ] day of [ ], 2025, LODGING ENTERPRISES, LLC, a Delaware limited liability company ("Grantor"), whose mailing address is 8535 East 21st Street North, Suite 250, Wichita, KS 67206, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration paid in cash to Grantor by the Grantee herein named, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these: presents does GRANT, BARGAIN, SELL and CONVEY unto [GRANTEE], a [ ] ("Grantee"), whose mailing address is [ ], that certain real property situated in the County of Robertson, Texas, more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "Land"), together with (i) all buildings, structures and other improvements situated upon the Land and any fixtures, systems and facilities owned by Grantor and located on the Land (the "Improvements"), if any, (ii) all privileges, rights, easements and appurtenances belonging to the Land and the Improvements (collectively, the "Property"), together with all of Grantor's right, title and interest, if any, in the following: any streets, alleys, passages or other rights-of-way or appurtenances included in, adjacent to or used in connection with the Land and the Improvements.

TO HAVE AND TO HOLD the Property and all Improvements thereon together with all and singular the rights and appurtenances thereto and in any wise belonging unto the said Grantee, its legal representatives, successors and assigns, forever; and Grantor does hereby bind itself, its legal representatives and successors, to Warrant and Forever Defend all and singular the Property, unto the said Grantee, its legal representatives, successors and assigns, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof by, through or under Grantor, but not otherwise.

This conveyance is subject to all real estate taxes and assessments not yet due and payable, all matters of record (to the extent the same are still in force and effect), all matters which would be disclosed by a current, accurate survey of the Property, any prior mineral right reservations and all zoning laws, regulations, and ordinances relating to the Property (the "Permitted Exceptions").

GRANTEE ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING CONVEYED "AS IS", "WHERE IS", AND WITH ALL FAULTS. EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED, GRANTOR MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WHETHER EXPRESSED OR IMPLIED WITH RESPECT TO THE PROPERTY, THE AVAILABILITY OF UTILITIES TO THE PROPERTY, ACCESS OF THE PROPERTY TO PUBLIC ROADS, OR THE CONDITION, ADEQUACY OR SUITABILITY OF THE PROPERTY FOR GRANTEE'S PURPOSES, HABITABILITY, TENANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND THE PRESENCE OF OR CONTAMINATION BY HAZARDOUS MATERIALS AND GRANTOR HEREBY DISCLAIMS ANY SUCH WARRANTY. GRANTEE HAS INQUIRED AS TO (I) THE PHYSICAL CONDITION OF THE PROPERTY, (II) WHETHER ANY PORTION OF THE PROPERTY LIES IN ANY FLOOD PLAIN, FLOOD WAY OR SPECIAL FLOOD HAZARD AREA, (III) THE GEOLOGICAL AND SOIL CONDITION OF THE PROPERTY, (IV) WHETHER THE PROPERTY COMPLIES WITH ALL CITY OR COUNTY ZONING AND BUILDING REGULATIONS, AND (V) ALL ENVIRONMENTAL CONDITIONS (INCLUDING BUT NOT LIMITED TO THE PRESENCE OF ASBESTOS OR OTHER HAZARDOUS MATERIALS) RELATING TO THE PROPERTY.

Grantee, by its acceptance hereof, assumes liability for the payment of all ad valorem taxes and assessments for the Property for the calendar year of the date of this Special Warranty Deed and for all subsequent years during Grantee's Ownership.

This Special Warranty Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Property is transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed on the date of the acknowledgment set forth below, to be effective, however, as of the date first set forth above.

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By:_____
Name:_____
Title:_____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the [ ] day of [ ], 2025, by _____, _____ of LODGING ENTERPRISES, LLC.

[SEAL]

_____
Notary Public in and for the State of _____

EXHIBIT A – Legal Description

EXHIBIT B – Sale Order

EXHIBIT A

Legal Description

TRACT ONE: 0.790 ACRES OF LAND, MORE OR LESS, IN THE WILLIAM PERRY SURVEY, (A-304), IN ROBERTSON COUNTY, TEXAS; AND BEING OUT OF AND A PART THAT SAME PROPERTY DESCRIBED IN A DEED FROM LODGING ENTERPRISES, INC. TO LODGING PROPERTIES, LLC, DATED FEBRUARY 15, 2013 AND RECORDED IN VOLUME 1196, PAGE 222 OF THE OFFICIAL PUBLIC RECORDS OF ROBERTSON COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS IF SET FORTH HERE AT LENGTH.

TRACT TWO: 3.829 ACRES OF LAND, MORE OR LESS, IN THE WILLIAM PERRY SURVEY, (A-304), IN ROBERTSON COUNTY, TEXAS; AND BEING OUT OF AND A PART THAT SAME PROPERTY DESCRIBED IN A DEED FROM LODGING ENTERPRISES, INC. TO LODGING PROPERTIES, LLC, DATED FEBRUARY 15, 2013 AND RECORDED IN VOLUME 1196, PAGE 222 OF THE OFFICIAL PUBLIC RECORDS OF ROBERTSON COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS IF SET FORTH HERE AT LENGTH.

Exhibit “A” metes and bounds as follows:

TRACT ONE:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN HEARNE, ROBERTSON COUNTY, TEXAS, OUT OF AND A PART OF THE WILLIAM PERRY SURVEY, ABSTRACT NO. 304, AND FURTHER BEING OUT OF A TRACT CALLED 2.197 ACRES DESCRIBED AS THE FIRST TRACT IN A DEED TO ROBERT LEE WHITE AND WIFE MARION RENA WHITE RECORDED IN VOLUME 353, PAGE 310 OF THE DEED RECORDS OF ROBERTSON COUNTY, TEXAS, SAID TRACT OR PARCEL OF LAND HEREIN DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 2-INCH PIPE AT A FENCE CORNER FOR THE SOUTHWEST CORNER OF THE WHITE 2.197 ACRE TRACT FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAID CORNER FURTHER BEING AN INTERIOR CORNER OF THE LODGING ENTERPRISES, INC. 3.829 ACRE TRACT (710-403);

THENCE NORTH 15 DEGREES 13 MINUTES 11 SECONDS WEST 119.09 FEET TO A X-TIE AT A FENCE CORNER IN THE WEST LINE OF THE WHITE 2.197 ACRE TRACT FOR A CORNER OF THE ABOVE MENTIONED LODGING ENTERPRISES, INC. 3.829 ACRE TRACT AND FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 71 DEGREES 52 MINUTES 47 SECONDS EAST 272.00 FEET ACROSS THE WHITE 2.197 ACRE TRACT TO A SET 1/2-INCH STEEL ROD IN THE WEST RIGHT OF WAY LINE OF STATE HIGHWAY 6 FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 15 DEGREES 04 MINUTES 41 SECONDS EAST 134.75 FEET ALONG THE WEST RIGHT OF WAY LINE OF STATE HIGHWAY 6 TO A FOUND 1/2-INCH STEEL ROD FOR THE NORTHEAST CORNER OF THE ROBERTSON COUNTY FARM BUREAU

0.2417 ACRE TRACT (564-646) FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 75 DEGREES 16 MINUTES 33 SECONDS WEST 116.87 FEET TO A FOUND 1/2-INCH STEEL ROD AT THE NORTHWEST CORNER OF THE ABOVE MENTIONED ROBERTSON COUNTY FARM BUREAU 0.2417 ACRE TRACT;

THENCE SOUTH 75 DEGREES 06 MINUTES 28 SECONDS WEST 154.45 FEET ALONG A FENCE TO THE PLACE OF BEGINNING AND CONTAINING 0.790 OF AN ACRE OF LAND, MORE OR LESS.

TRACT TWO:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN HEARNE, ROBERTSON COUNTY, TEXAS, OUT OF AND A PART OF THE WILLIAM PERRY SURVEY, ABSTRACT NO. 304, AND FURTHER BEING OUT OF A 4.14 ACRE TRACT DESCRIBED IN THREE TRACTS IN A DEED TO BOBBY JOE TIDWELL RECORDED IN VOLUME 429, PAGE 217 OF THE DEED RECORDS OF ROBERTSON COUNTY, TEXAS, SAID TRACT OR PARCEL OF LAND HEREIN DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 5/8-INCH PIPE AT A FENCE CORNER FOR THE NORTHWEST CORNER OF THE ABOVE MENTIONED TIDWELL TRACT AND FOR A CORNER OF THE LANELLE L. WAGNER TRACT (621- 231) FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 75 DEGREES 17 MINUTES 01 SECONDS EAST ALONG A FENCE AT 215.8 PASS AN X-TIE AT A FENCE CORNER FOR A CORNER OF THE ROBERT LEE WHITE, ET UX 4.047 ACRE TRACT (353-310) AND AT A TOTAL DISTANCE OF 504.75 FEET TO AN XTIE AT A FENCE CORNER FOR A COMMON CORNER BETWEEN THE TIDWELL AND WHITE TRACTS;

THENCE SOUTH 15 DEGREES 13 MINUTES 11 SECONDS EAST 119.09 FEET TO A FOUND 2-INCH PIPE AT A FENCE CORNER FOR A COMMON CORNER BETWEEN THE TIDWELL AND WHITE TRACTS;

THENCE NORTH 75 DEGREES 06 MINUTES 28 SECONDS EAST 154.45 FEET ALONG THE COMMON LINE BETWEEN THE TIDWELL AND WHITE TRACTS TO A FOUND 1/2-INCH STEEL ROD FOR THE NORTHWEST CORNER OF THE ROBERTSON COUNTY FARM BUREAU 0.2417 ACRE TRACT (564-646) PREVIOUSLY TAKEN OUT OF THE TIDWELL TRACT;

THENCE SOUTH 14 DEGREES 58 MINUTES 04 SECONDS EAST 90.00 FEET TO A FOUND 1/2-INCH STEEL ROD FOR THE SOUTHWEST CORNER OF THE ABOVE MENTIONED ROBERTSON COUNTY FARM BUREAU 0.2417 ACRE TRACT;

THENCE NORTH 75 DEGREES 05 MINUTES 47 SECONDS EAST 117.00 FEET TO A FOUND 1/2-INCH STEEL ROD IN THE WEST RIGHT OF WAY LINE OF STATE HIGHWAY 6 FOR THE SOUTHEAST CORNER OF THE ROBERTSON COUNTY FARM BUREAU 0.241 ACRE TRACT;

THENCE SOUTH 15 DEGREES 10 MINUTES 30 SECONDS EAST 26.01 FEET ALONG THE WEST RIGHT OF WAY LINE OF STATE HIGHWAY 6 TO A FOUND CONCRETE MONUMENT FOR THE SOUTHEAST CORNER OF THE TIDWELL TRACT AND FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 70 DEGREES 00 MINUTES 00 SECONDS WEST AT 72.13 FEET PASS A 2-INCH PIPE POST AT THE COMMON CORNER BETWEEN THE PEDRO M. GOMEZ, JR. 0.1912 ACRE TRACT (689-530) AND THE HAROLD. D. ANDERSON 11.4992 ACRE TRACT (307-877) AND AT A TOTAL DISTANCE OF 777.98 FEET TO AN 8 POST AT A FENCE CORNER FOR THE NORTHWEST CORNER OF THE ANDERSON TRACT AND FOR THE SOUTHWEST CORNER OF THE TIDWELL TRACT;

THENCE NORTH 15 DEGREES 18 MINUTES 39 SECONDS WEST 305.89 FEET ALONG THE EAST LINE OF THE BEFORE MENTIONED LANELLE WAGNER TRACT TO THE PLACE OF BEGINNING AND CONTAINING 3.829 ACRES OF LAND, MORE OR LESS.

EXHIBIT B

Sale Order

[Attached]

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MANY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF REEVES §

THAT as of this [ ] day of [ ], 2025, LODGING ENTERPRISES, LLC, a Delaware limited liability company ("Grantor"), whose mailing address is 8535 East 21st Street North, Suite 250, Wichita, KS 67206, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration paid in cash to Grantor by the Grantee herein named, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these: presents does GRANT, BARGAIN, SELL and CONVEY unto [GRANTEE], a [ ] ("Grantee"), whose mailing address is [ ], that certain real property situated in the County of Reeves, Texas, more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "Land"), together with (i) all buildings, structures and other improvements situated upon the Land and any fixtures, systems and facilities owned by Grantor and located on the Land (the "Improvements"), if any, (ii) all privileges, rights, easements and appurtenances belonging to the Land and the Improvements (collectively, the "Property"), together with all of Grantor's right, title and interest, if any, in the following: any streets, alleys, passages or other rights-of-way or appurtenances included in, adjacent to or used in connection with the Land and the Improvements.

TO HAVE AND TO HOLD the Property and all Improvements thereon together with all and singular the rights and appurtenances thereto and in any wise belonging unto the said Grantee, its legal representatives, successors and assigns, forever; and Grantor does hereby bind itself, its legal representatives and successors, to Warrant and Forever Defend all and singular the Property, unto the said Grantee, its legal representatives, successors and assigns, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof by, through or under Grantor, but not otherwise.

This conveyance is subject to all real estate taxes and assessments not yet due and payable, all matters of record (to the extent the same are still in force and effect), all matters which would be disclosed by a current, accurate survey of the Property, any prior mineral right reservations and all zoning laws, regulations, and ordinances relating to the Property (the "Permitted Exceptions").

GRANTEE ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING CONVEYED "AS IS", "WHERE IS", AND WITH ALL FAULTS. EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED, GRANTOR MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WHETHER EXPRESSED OR IMPLIED WITH RESPECT TO THE PROPERTY, THE AVAILABILITY OF UTILITIES TO THE PROPERTY, ACCESS OF THE PROPERTY TO PUBLIC ROADS, OR THE CONDITION, ADEQUACY OR SUITABILITY OF THE PROPERTY FOR GRANTEE'S PURPOSES, HABITABILITY, TENANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND THE PRESENCE OF OR CONTAMINATION BY HAZARDOUS MATERIALS AND GRANTOR HEREBY DISCLAIMS ANY SUCH WARRANTY. GRANTEE HAS INQUIRED AS TO (I) THE PHYSICAL CONDITION OF THE PROPERTY, (II) WHETHER ANY PORTION OF THE PROPERTY LIES IN ANY FLOOD PLAIN, FLOOD WAY OR SPECIAL FLOOD HAZARD AREA, (III) THE GEOLOGICAL AND SOIL CONDITION OF THE PROPERTY, (IV) WHETHER THE PROPERTY COMPLIES WITH ALL CITY OR COUNTY ZONING AND BUILDING REGULATIONS, AND (V) ALL ENVIRONMENTAL CONDITIONS (INCLUDING BUT NOT LIMITED TO THE PRESENCE OF ASBESTOS OR OTHER HAZARDOUS MATERIALS) RELATING TO THE PROPERTY.

Grantee, by its acceptance hereof, assumes liability for the payment of all ad valorem taxes and assessments for the Property for the calendar year of the date of this Special Warranty Deed and for all subsequent years during Grantee's Ownership.

This Special Warranty Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Property is transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed on the date of the acknowledgment set forth below, to be effective, however, as of the date first set forth above.

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By:_____
Name:_____
Title:_____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the [ ] day of [ ], 2025, by _____, _____ of LODGING ENTERPRISES, LLC.

[SEAL]

_____
Notary Public in and for the State of _____

EXHIBIT A – Legal Description

EXHIBIT B – Sale Order

EXHIBIT A

Legal Description

A 3.14 ACRE TRACT OF LAND OUT OF THAT CERTAIN 60 ACRE TRACT OF LAND CONVEYED BY DEED FROM BILL N. PREWIT TO BARBARA H. PREWIT, DATED JANUARY 27, 1995, RECORDED IN VOLUME 546, PAGE 673, DEED RECORDS, LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, BLOCK 5, H. & G.N. RWY. CO. SURVEY, REEVES COUNTY, TEXAS, SAID 3.14 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD WITH CAP MARKED "RPLS 4983" SET WHERE THE EAST LINE OF SAID SECTION 10 INTERSECTS WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 20, AT THE SOUTHWEST CORNER OF THAT CERTAIN 14.11 ACRE TRACT OF LAND CONVEYED BY DEED FROM BAR S. ENTERPRISES, INC. TO PARTICIPATING INCOME PROPERTIES II, L.P., DATED NOVEMBER 10, 1998, RECORDED IN VOLUME 489, PAGE 730, DEED RECORDS, FOR THE SOUTHEAST CORNER OF THIS TRACT, FROM WHICH A 1 INCH IRON PIPE FOUND IN PAVEMENT AT THE SOUTHEAST CORNER OF SAID SECTION 10 BEARS SOUTH 11 DEGREES 12 MINUTES 48 SECONDS WEST 608.91 FEET;

THENCE SOUTH 65 DEGREES 36 MINUTES 15 SECONDS WEST, ALONG SAID NORTHWESTERLY RIGHTOF- WAY LINE OF INTERSTATE HIGHWAY 20, A DISTANCE OF 65.00 FEET TO A 5/8 INCH IRON ROD WITH CAP MARKED "RPLS 4983" SET FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH 24 DEGREES 23 MINUTES 45 SECONDS WEST, AT 25.00 FEET PASS A 5/8 INCH IRON ROD WITH CAP MARKED "RPLS 4983" SET AT THE NORTHWEST CORNER OF A RESERVED PUBLIC UTILITY EASEMENT, IN ALL 261.95 FEET TO A 5/8 INCH IRON ROD WITH CAP MARKED "RPLS 4983" SET FOR THE MOST WESTERLY SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH 11 DEGREES 12 MINUTES 48 SECONDS EAST, AT 507.02 FEET PASS A 5/8 INCH IRON ROD WITH CAP MARKED "RPLS 4983" SET AT THE SOUTHWEST CORNER OF A RESERVED PUBLIC STREET AND UTILITY EASEMENT, IN ALL 537.02 FEET TO A 5/8 INCH IRON ROD WITH CAP MARKED "RPLS 4383" SET IN THE NORTH LINE OF SAID PREWIT 60 ACRE TRACT, FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE SOUTH 78 DEGREES 46 MINUTES 19 SECOND EAST, ALONG SAID NORTH LINE OF PREWIT 60 ACRE TRACT, AT 55.42 FEET PASS A 5/8 INCH IRON ROD WITH CAP MARKED "RPLS 4983" SET IN THE WESTERLY RIGHT-OF-WAY LINE OF THAT CERTAIN RIGHT- OF-WAY EASEMENT TO THE TOWN OF PECOS CITY, DATED JULY 19, 1984, RECORDED IN VOLUME 446, PAGE 453, DEED RECORDS, AT 111.73 FEET PASS 5/8 INCH IRON ROD WITH CAP MARKED "RPLS 4983" SET IN THE EASTERLY RIGHT -OFWAY LINE OF SAID TOWN OF PECOS CITY EASEMENT, IN ALL 205.37 FEET

TO A 5/8 INCH IRON ROD WITH CAP MARKED “RPLS 4983” SET IN SAID EAST LINE OF SECTION 10, AT THE NORTHEAST CORNER OF SAID PREWIT 60 ACRE TRACT, FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 11 DEGREES 12 MINUTES 48 SECONDS WEST, ALONG SAID EAST LINE OF SECTION 10, AT 30.00 FEET PASS A 5/8 INCH IRON ROD WITH CAP MARKED “RPLS 4983” SET AT THE SOUTHEAST CORNER OF SAID RESERVED STREET AND UTILITY EASEMENT, AT 180.92 FEET PASS A 5/8 INCH IRON ROD WITH CAP MARKED “RPLS 4983” SET IN SAID EASTERLY RIGHT-OF-WAY LINE OF TOWN OF PECOS CITY EASEMENT, AT 289.71 FEET PASS A 5/8 INCH IRON ROD WITH CAP MARKED “RPLS 4983” SET IN SAID WESTERLY RIGHT-OF-WAY LINE OF TOWN OF PECOS CITY EASEMENT, AT 681.34 FEET PASS A 5/8 INCH IRON ROD WITH CAP MARKED “RPLS 4983” SET AT THE NORTHEAST CORNER OF SAID RESERVED UTILITY EASEMENT, IN ALL 712.09 FEET TO THE PLACE OF BEGINNING.

SAID 3.14 ACRE TRACT SUBJECT TO THE SOUTH 25.00 FEET HEREBY RESERVED FOR A PUBLIC UTILITY EASEMENT AND THE NORTH 30.00 FEET HEREBY RESERVED FOR A PUBLIC STREET AND UTILITY EASEMENT.

ALSO DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED IN SECTION 10, BLOCK 5, H. & G.N. RWY. CO. SURVEY, COUNTY OF REEVES, STATE OF TEXAS, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE EAST LINE OF SAID SECTION 10 INTERSECTS WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE ON INTERSTATE HIGHWAY 20 OF SAID REEVES COUNTY, AND ASSUMING THE EAST LINE OF SAID SECTION 10 AS BEARING SOUTH 11°12’48” WEST WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO:

THENCE ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 20, SOUTH 65°35’19”: WEST 65.09 FEET; THENCE NORTH 24°22’10” WEST 261.97 FEET;
THENCE NORTH 11°12’05” EAST 536.90 FEET;
THENCE SOUTH 78°47’25” EAST 205.46 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 10;
THENCE ALONG SAID EAST LINE, SOUTH 11°12’48” WEST 712.06 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

Sale Order

[Attached]

UPON RECORDING RETURN TO:

[GRANTEE]
[ ]
[ ]
[ ]

SPECIAL WARRANTY DEED

STATE OF UTAH §
§
COUNTY OF BEAVER §

LODGING ENTERPRISES, LLC, a Delaware limited liability company ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, has Granted, Sold, and Conveyed, and by these presents does Grant, Sell, and Convey, unto _____, a _____, ("Grantee") having an address of _____ (i) all that real property situated in the County of Salt Lake, State of Utah, and more particularly described on Exhibit A attached hereto and made a part hereof for all purposes, (ii) together with all improvements and related amenities located in and on such real property, (iii) easements, if any, benefiting such real property, and (iv) all rights and appurtenances, if any, pertaining to such real property, including any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way (collectively, the "Property").

This conveyance is subject to all real estate taxes and assessments not yet due and payable, all matters of record (to the extent the same are still in force and effect), all matters which would be disclosed by a current, accurate survey of the Property, any prior mineral right reservations and all zoning laws, regulations, and ordinances relating to the Property (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, together with all and singular the rights and appurtenances belonging in any way to the Property, unto the said Grantee, its successors and assigns forever, and Grantor binds itself and its successors and assigns to warrant and forever defend all and singular the Property, subject to the Permitted Exceptions, to Grantee, its successors and assigns against every person lawfully claiming or to claim all or any part of the Property, by, through, or under Grantor, but not otherwise.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR THE WARRANTY OF TITLE AS SET FORTH HEREIN, THE PROPERTY CONVEYED HEREUNDER IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF GRANTOR. GRANTOR HAS NOT, DOES NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OR CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR

A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY.

This Special Warranty Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Property is transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

[*Signature Page Follows*]

IN WITNESS WHEREOF, Grantor has executed this Deed to be effective as of the ____ day of ____, 2025.

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, the _____ of Lodging Enterprises, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and thereupon he acknowledged that he was authorized to execute the within instrument on behalf of said limited liability company, and that he executed said instrument as the voluntary act of the said limited liability company, and for the purposes and consideration expressed therein and in the capacity stated therein.

Given under my hand and seal of office this _____ day of _____, A.D., 2025.

(Seal)

_____, Notary Public
(signature of Notary Public)

My Commission Expires:_____

EXHIBIT A

Legal Description

Real property in the City of Milford, County of Beaver, State of Utah, described as follows:

PARCEL 1

ALL OF LOTS 3 AND 4, HORN SILVER UNIT #1 COMMERCIAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF BEAVER COUNTY.

PARCEL 2

A ROAD RIGHT OF WAY AND PUBLIC UTILITY EASEMENT DESCRIBES AS FOLLOWS:

BEGINNING AT A POINT SOUTH 00°00'05" WEST ALONG THE QUARTER SECTION LINE 390.07 FEET FROM THE NORTH QUARTER CORNER OF SECTION 7, TOWNSHIP 28 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING AT THE SOUTHEAST CORNER OF THE HORN SILVER UNIT #1 SUBDIVISION BOUNDARY, AND RUNNING THENCE SOUTH 00°00'5" WEST ALONG THE QUARTER SECTION LINE 60.00 FEET; THENCE SOUTH 89°56'00" WEST 612.08 FEET; THENCE 338.94 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 5°57'39" AND A RADIUS OF 3257.90 FEET; THENCE NORTH 05°53'39" EAST 60.00 FEET, TO THE SOUTHWEST CORNER OF THE HORN SILVER UNIT #1 SUBDIVISION BOUNDARY; THENCE SOUTHEASTERLY ALONG SAID SUBDIVISION BOUNDARY 332.70 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT (CHORD BEARS SOUTH 87°05'10" EAST 332.55 FEET) THROUGH A CENTRAL ANGLE OF 05°57'39", AND A RADIUS OF 3197.90 FEET; THENCE NORTH 89°56'00" EAST 612.15 FEET ALONG SAID SUBDIVISION BOUNDARY TO THE POINT OF BEGINNING.

TAX PARCEL NO. 05-0045-0003, 05-0045-0004

EXHIBIT B

Sale Order

[Attached]

Prepared by:

Consideration: $_____
Assessed Value: $_____

Hunton Andrews Kurth LLP
Riverfront Plaza, East Tower
951 East Byrd Street
Richmond, VA 23219
Attention: [ ]

Tax Map No: 04200-00-000-005B

Return Recorded Deed to:
[ ]
[ ]
[ ]

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated as of the ____ day of _____, 2025, between Lodging Enterprises, LLC, a Delaware limited liability company whose address is 8535 East 21st Street North, Wichita, KS 67206 (the "Grantor"), and _____, a _____ (the "Grantee"), whose address is _____provides:

That for and in consideration of the conveyance made hereby, the consideration received therefor by the Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor, subject to the matters described herein, hereby grants and conveys to the Grantee with Special Warranty of Title the real estate more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

This conveyance is subject to all real estate taxes and assessments not yet due and payable, all matters of record (to the extent the same are still in force and effect), all matters which would be disclosed by a current, accurate survey of the Property, any prior mineral right reservations and all zoning laws, regulations, and ordinances relating to the Property (the "Permitted Exceptions").

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR THE WARRANTY OF TITLE AS SET FORTH HEREIN, THE PROPERTY CONVEYED HEREUNDER IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF GRANTOR. GRANTOR HAS NOT, DOES NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OR CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR

WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY.

This Special Warranty Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Property is transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE APPEARS ON FOLLOWING PAGE]

WITNESS the following signature:

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____ §
§
COUNTY OF _____ §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, as _____ of Lodging Enterprises, LLC, a Delaware limited liability company, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me in the presence of the above signed witnesses on this day that, being informed of the contents herein, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company

Given under my hand and official seal this ____ day of _____, 2025.

_____
Notary Public
My Commission expires: _____

By: _____
Name: _____
Title: _____

Grantee's Address:

[ ]
[ ]
[ ]

EXHIBIT A

Legal Description

ALL OF THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND SITUATE, LYING, AND BEING IN THE JACKSON RIVER MAGISTERIAL DISTRICT OF ALLEGHANY COUNTY, VIRGINIA, MORE PARTICULARLY DESCRIBED AS "PARCEL B" CONTAINING 1.000 ACRE, MORE OR LESS, ON THAT SURVEY ENTITLED, "DIVISION SURVEY FOR KRISHNAMURTHY SANKARANARAYANAN" DATED JULY 16, 2008, PREPARED BY VESS SURVEYING, INC., RECORDED ON NOVEMBER 21, 2008 IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF ALLEGHANY COUNTY AS INSTRUMENT NO. 080002922 IN PLAT BOOK 30 AT PAGE 842.

EXHIBIT B

Sale Order

[Attached]

This document prepared by:

Name: Matt Chelf	§
Firm: Hunton Andrews Kurth LLP	§
Address: 600 Travis Street, Suite 4200	§
City/State/Zip: Houston, Texas 77002	§
Phone: 713.220.3607	§
	§
Return Recorded Deed to:	§
[GRANTEE]	§
[ ]	§
[ ]	§
[ ]	§

*****Above This Line Reserved for Official Use Only*****

SPECIAL WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS:

THAT LODGING ENTERPRISES, LLC, a Delaware limited liability company whose address is 8535 East 21st Street North, Suite 250, Wichita, Kansas 67206 ("***Grantor***"), for and in consideration of _____ and 00/100 Dollars ($_____.00), cash in hand, paid by _____, a _____, whose address is _____ ("***Grantee***"), and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, does HEREBY CONVEY AND WARRANT unto Grantee all of that certain land situated in Converse County, Wyoming and being more particularly described on ***Exhibit A*** attached hereto and incorporated herein by reference for all purposes (the "Land"); together with all appurtenances thereto or in anywise appertaining thereto and with all buildings, structures, fixtures and improvements located thereon constituting real property (said Land, improvements and appurtenances being herein referred to as the "***Property***"), hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all

and singular the Property unto Grantee and its successors and assigns against every person whomsoever lawfully claiming, or to claim, the same or any part thereof by, through, or under Grantor but against none other, SUBJECT, however, as aforesaid, to all real estate taxes and assessments not yet due and payable, all matters of record (to the extent the same are still in force and effect), all matters which would be disclosed by a current, accurate survey of the Property, any prior mineral right reservations and all zoning laws, regulations, and ordinances relating to the Property (the "Permitted Exceptions").

For the same consideration, Grantor hereby GRANTS, BARGAINS, SELLS and CONVEYS to Grantee and its successors and assigns without warranty, expressed or implied, all interest, if any, of Grantor in strips or gores, if any, between the Property and abutting properties.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR THE WARRANTY OF TITLE AS SET FORTH HEREIN, THE PROPERTY CONVEYED HEREUNDER IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF GRANTOR. GRANTOR HAS NOT, DOES NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OR CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY.

This Special Warranty Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Property is transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective this ____ day of _____, 2025.

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025, by _____, as _____ of Lodging Enterprises, LLC, a Delaware limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of _____

My Commission expires: _____

EXHIBIT A

Legal Description

A PARCEL OF LAND IN THE NORTHWEST 1/4 NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 70 WEST OF THE 6TH P.M., CONVERSE COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SECTION 34, THENCE NORTH 88°08'54" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION, 138.88 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF WYOMING STATE HIGHWAY 59, THE POINT OF BEGINNING; THENCE CONTINUING ON SAID SECTION LINE, NORTH 88°08'54" EAST, 1223.20 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 NORTHWEST 1/4; THENCE SOUTH 00°56'44" EAST, ON THE EAST LINE OF SAID ALIQUOT PART, 1296.80 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 88°33'07" WEST ON THE SOUTHERLY LINE OF SAID ALIQUOT PART, 1225.10 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WYOMING HIGHWAY 59; THENCE NORTH 00°51'23" WEST ON SAID LINE, 1288.20 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

Sale Order

[Attached]

This document prepared by:

Name: Matt Chelf	§
Firm: Hunton Andrews Kurth LLP	§
Address: 600 Travis Street, Suite 4200	§
City/State/Zip: Houston, Texas 77002	§
Phone: 713.220.3607	§
	§
Return Recorded Deed to:	§
[GRANTEE]	§
[ ]	§
[ ]	§
[ ]	§

*****Above This Line Reserved for Official Use Only*****

SPECIAL WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS:

THAT LODGING ENTERPRISES, LLC, a Delaware limited liability company whose address is 8535 East 21st Street North, Suite 250, Wichita, Kansas 67206 ("***Grantor***"), for and in consideration of _____ and 00/100 Dollars ($_____.00), cash in hand, paid by _____, a _____, whose address is _____ ("***Grantee***"), and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, does HEREBY CONVEY AND WARRANT unto Grantee all of that certain land situated in Laramie County, Wyoming and being more particularly described on ***Exhibit A*** attached hereto and incorporated herein by reference for all purposes (the "Land"); together with all appurtenances thereto or in anywise appertaining thereto and with all buildings, structures, fixtures and improvements located thereon constituting real property (said Land, improvements and appurtenances being herein referred to as the "***Property***"), hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all

and singular the Property unto Grantee and its successors and assigns against every person whomsoever lawfully claiming, or to claim, the same or any part thereof by, through, or under Grantor but against none other, SUBJECT, however, as aforesaid, to all real estate taxes and assessments not yet due and payable, all matters of record (to the extent the same are still in force and effect), all matters which would be disclosed by a current, accurate survey of the Property, any prior mineral right reservations and all zoning laws, regulations, and ordinances relating to the Property (the "Permitted Exceptions").

For the same consideration, Grantor hereby GRANTS, BARGAINS, SELLS and CONVEYS to Grantee and its successors and assigns without warranty, expressed or implied, all interest, if any, of Grantor in strips or gores, if any, between the Property and abutting properties.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR THE WARRANTY OF TITLE AS SET FORTH HEREIN, THE PROPERTY CONVEYED HEREUNDER IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF GRANTOR. GRANTOR HAS NOT, DOES NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OR CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY.

This Special Warranty Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Property is transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective this ____ day of _____, 2025.

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025, by _____, as _____ of Lodging Enterprises, LLC, a Delaware limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of _____

My Commission expires: _____

EXHIBIT A

Legal Description

LOTS 13 AND 14, BLOCK 2, MEADOWBROOKE PARK, AN ADDITION TO THE CITY OF CHEYENNE, LARAMIE COUNTY, WYOMING.

EXHIBIT B

Sale Order

[Attached]

This document prepared by:

Name: Matt Chelf	§
Firm: Hunton Andrews Kurth LLP	§
Address: 600 Travis Street, Suite 4200	§
City/State/Zip: Houston, Texas 77002	§
Phone: 713.220.3607	§
	§
Return Recorded Deed to:	§
[GRANTEE]	§
[ ]	§
[ ]	§
[ ]	§

*****Above This Line Reserved for Official Use Only*****

SPECIAL WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS:

THAT LODGING ENTERPRISES, LLC, a Delaware limited liability company whose address is 8535 East 21st Street North, Suite 250, Wichita, Kansas 67206 ("***Grantor***"), for and in consideration of _____ and 00/100 Dollars ($_____.00), cash in hand, paid by _____, a _____, whose address is _____ ("***Grantee***"), and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, does HEREBY CONVEY AND WARRANT unto Grantee all of that certain land situated in Campbell County, Wyoming and being more particularly described on ***Exhibit A*** attached hereto and incorporated herein by reference for all purposes (the "Land"); together with all appurtenances thereto or in anywise appertaining thereto and with all buildings, structures, fixtures and improvements located thereon constituting real property (said Land, improvements and appurtenances being herein referred to as the "***Property***"), hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all

and singular the Property unto Grantee and its successors and assigns against every person whomsoever lawfully claiming, or to claim, the same or any part thereof by, through, or under Grantor but against none other, SUBJECT, however, as aforesaid, to all real estate taxes and assessments not yet due and payable, all matters of record (to the extent the same are still in force and effect), all matters which would be disclosed by a current, accurate survey of the Property, any prior mineral right reservations and all zoning laws, regulations, and ordinances relating to the Property (the "Permitted Exceptions").

For the same consideration, Grantor hereby GRANTS, BARGAINS, SELLS and CONVEYS to Grantee and its successors and assigns without warranty, expressed or implied, all interest, if any, of Grantor in strips or gores, if any, between the Property and abutting properties.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR THE WARRANTY OF TITLE AS SET FORTH HEREIN, THE PROPERTY CONVEYED HEREUNDER IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF GRANTOR. GRANTOR HAS NOT, DOES NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OR CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY.

This Special Warranty Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Property is transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective this ____ day of _____, 2025.

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025, by _____, as _____ of Lodging Enterprises, LLC, a Delaware limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of _____

My Commission expires: _____

EXHIBIT A

Legal Description

PARCEL I:

Lots 1A and 1B, Block 3 of Marquiss Addition, a Resubdivision of Lots 1B, 3 and 4, Block 6 and Lots 1 and 2, Block 3 Marquiss Addition to the City of Gillette, Wyoming, according to the official plat recorded October 25, 2004 in Book 8 of Plats, page 10 of the records of Campbell County, Wyoming.

Excepting therefrom a tract of land conveyed to the City of Gillette, Wyoming in Warranty Deed recorded July 1, 2009 in Book 2460 of Photos, Page 70 of the records of Campbell County, Wyoming and more particularly described as:

PARCEL A:

A parcel of land situated in the NE 1/4 of Section 34, T50N, R72W of the 6th P.M. Campbell County Wyoming and being more particularly described as follows:

A strip of Land 20 feet in width lying southerly of the north boundary line of Lot 1B, Block 3 Marquiss Addition to the City of Gillette, Wyoming According to the Official Plat recorded October 25, 2004 in Book 8 of Plats, Page 10 of the records of Campbell County, Wyoming, with the sidelines to be trimmed and extended to fit within said lot boundary.

PARCEL B:

A parcel of land situated in the NE 1/4 of Section 34, T50N, R72W of the 6th P.M. Campbell County Wyoming and being more particularly described as follows:

A strip of Land 20 feet in width lying southerly of the north boundary line of Lot 1A, Block 3 Marquiss Addition, a resubdivision of lots 1B, 3, and 4, Block 6 and Lots 1 and 2 Block 3 Marquiss Addition to the City of Gillette, Wyoming According to the Official Plat recorded October 25, 2004 in Book 8 of Plats, Page 10 of the records of Campbell County, Wyoming, with the sidelines to be trimmed and extended to fit within said lot boundary.

PARCEL II:

Lots 3, 4, 5, 6 and 7, Block 3 of the Marquiss Addition, Campbell County, Wyoming, according to the official plat thereof recorded February 11, 1980 in Book 3 of Plats, Pages 10 and 11 of the records of Campbell County, Wyoming.

PARCEL III:

Lot 2, Block 4 of the Marquiss Addition, Campbell County, Wyoming, according to the official plat thereof filed for record February 11, 1980 in Book 3 of Plats, pages 10 and 11 of the records of Campbell County, Wyoming.

PARCEL IV:

Lot 1, Block 4 of the Marquiss Addition, Campbell County, Wyoming, according to the official plat thereof filed for record February 11, 1980 in Book 3 of Plats, Pages 10 and 11 of the records of Campbell County, Wyoming.

EXHIBIT B

Sale Order

[Attached]

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "**Assignment**"), is made as of _____, 2025 (the "**Effective Date**"), by and between **Lodging Enterprises, LLC**, a Delaware limited liability company (the "**Assignor**" as successor-in-interest to IML Properties LLC, a Delaware limited liability company, by merger on November 27, 2019) and [_____], a [_____]("**Assignee**").

RECITALS

A. Patel's LLC, a Wyoming limited liability company ("**Lessor**") and Intermotel Leasing, Inc. entered into that certain Amended and Restated Land Lease dated July 17, 2025, as evidenced by that certain Memorandum of Lease recorded with the Clerk of Campbell County, Wyoming on August 14, 2025 as Document No. 1013828 in Book 2966 of Photos, Page 585, as assigned from Intermotel Leasing, Inc. to IML Properties LLC by Assignment and Assumption of Lease dated September 16, 2015, as recorded with the Clerk of Campbell County, Wyoming as Document No. 1015257 in Book 2977, Page76 (said lease, together with any amendments, the "**Lease**"), which superseded and replaced in its entirety that certain Land Lease dated October 17, 2006 between Kanti R. Patel and Sulabha K. Patel and Intermotel Leasing, Inc., with respect to the Premises, as more particularly defined in the Lease, for use as a parking area in connection with a lodging facility currently operated by Assignor located at 2307 and 2403 Wyoming Ave., Gillette, WY 82718 (the "**Lodging Property**").

B. Assignor has signed an agreement which provides, among other things, for the acquisition by Assignee, or its permitted successor or assigns, of the Lodging Property (the "**Transaction**"), pursuant to the terms and conditions of that certain Purchase and Sale Agreement dated [_____, 2025] (as amended and assigned, the "**Purchase Agreement**").

C. In connection with the Transaction, Assignor has agreed to assign to Assignee, and Assignee has agreed to assume from Assignor, all of Assignor's rights, title, interests, and obligations under the Lease effective as of the Effective Date on the terms set forth in this Assignment.

D. Section 2 of the Lease grants Assignor the right to assign its rights, title, interests, and obligations under the Lease to another person, individual, business, organization, legal entity, commercial entity or the like if Assignor sells or conveys the Lodging Property, without the consent of Lessor.

E. Assignor and Assignee desire to enter into this Assignment to evidence and memorialize the assignment of Assignor's rights, title, interests and obligations in, to and under the Lease by Assignor to Assignee according the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Definitions. All capitalized terms used in this Agreement but not defined herein will have the meanings ascribed to them in the Lease.

2. Term. The initial term of the Lease is set to expire on January 30, 2028.

3. Assignment. As of the Effective Date, Assignor hereby assigns and transfers any and all of its rights, title, interests and obligations in, to and under the Lease, along with any and all obligations and liabilities of Assignor, as Lessee thereunder, to Assignee to have and to hold from the Effective Date of this Agreement, and for the remainder of the term of the Lease, including any available renewal options, rights of first refusal and options to purchase, subject to the terms, covenants and conditions of the Lease.

4. Assumption. Assignee hereby agrees to assume any and all of Assignor's rights, title, interests and obligations in, to and under the Lease, along with any and all obligations and liabilities of Assignor, as Lessee thereunder, and agrees to timely perform all of the terms, covenants and conditions of the Lease.

5. AS-IS. Assignor has not made and does not make any express or implied warranty or representation of any kind whatsoever with respect to the Lease, the Premises, or the Lodging Property. Assignee accepts the Lease and the Premises on an "AS IS, WHERE IS, WITH ALL FAULTS" basis.

6. Entire Agreement: Purchase Agreement. This Assignment constitutes the entire integrated agreement of the parties regarding the Assignment of Assignor's rights, title, interests and obligations under the Lease to Assignee and Assignee's assumption of such rights, title, interests and obligations; provided, however, the parties agree that this Assignment is subject to the terms and conditions of the Purchase Agreement, including the terms relating to proration of the rent payment obligations under the Lease as of the Effective Date and the representations and warranties made by Assignor with respect to the Lease. To the extent of any conflict between the terms of this Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

7. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

8. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same Assignment. The parties contemplate that they may be executing counterparts of this Assignment transmitted electronically or by facsimile and agree and intend that an electronic signature or a signature by facsimile machine shall bind the party so signing with the same effect as though the signature were an original signature.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

ASSIGNOR:

LODGING ENTERPRISES, LLC

By: _____
Name:
Its:

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025, by _____, as _____ of Lodging Enterprises, LLC, a Delaware limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of _____

My Commission expires: _____

Signature page: Assignment and Assumption of Lease – Gillette, Campbell County, WY

ASSIGNEE:

[_____],
a [_____]

By: _____
Name:
Its:

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025, by _____, as _____ of [_____], A [_____], on behalf of said [_____].

_____
Notary Public, State of _____

My Commission expires: _____

Signature page: Assignment and Assumption of Lease – Gillette, Campbell County, WY

This document prepared by:

Name: Matt Chelf	§
Firm: Hunton Andrews Kurth LLP	§
Address: 600 Travis Street, Suite 4200	§
City/State/Zip: Houston, Texas 77002	§
Phone: 713.220.3607	§
	§
Return Recorded Deed to:	§
[GRANTEE]	§
[ ]	§
[ ]	§
[ ]	§

*****Above This Line Reserved for Official Use Only*****

SPECIAL WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS:

THAT LODGING ENTERPRISES, LLC, a Delaware limited liability company whose address is 8535 East 21st Street North, Suite 250, Wichita, Kansas 67206 ("***Grantor***"), for and in consideration of _____ and 00/100 Dollars ($_____.00), cash in hand, paid by _____, a _____, whose address is _____ ("***Grantee***"), and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, does HEREBY CONVEY AND WARRANT unto Grantee all of that certain land situated in Sweetwater County, Wyoming and being more particularly described on ***Exhibit A*** attached hereto and incorporated herein by reference for all purposes (the "Land"); together with all appurtenances thereto or in anywise appertaining thereto and with all buildings, structures, fixtures and improvements located thereon constituting real property (said Land, improvements and appurtenances being herein referred to as the "***Property***"), hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all

and singular the Property unto Grantee and its successors and assigns against every person whomsoever lawfully claiming, or to claim, the same or any part thereof by, through, or under Grantor but against none other, SUBJECT, however, as aforesaid, to all real estate taxes and assessments not yet due and payable, all matters of record (to the extent the same are still in force and effect), all matters which would be disclosed by a current, accurate survey of the Property, any prior mineral right reservations and all zoning laws, regulations, and ordinances relating to the Property (the "Permitted Exceptions").

For the same consideration, Grantor hereby GRANTS, BARGAINS, SELLS and CONVEYS to Grantee and its successors and assigns without warranty, expressed or implied, all interest, if any, of Grantor in strips or gores, if any, between the Property and abutting properties.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR THE WARRANTY OF TITLE AS SET FORTH HEREIN, THE PROPERTY CONVEYED HEREUNDER IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF GRANTOR. GRANTOR HAS NOT, DOES NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OR CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY.

This Special Warranty Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Property is transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective this ____ day of _____, 2025.

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025, by _____, as _____ of Lodging Enterprises, LLC, a Delaware limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of _____

My Commission expires: _____

EXHIBIT A

Legal Description

PARCEL A: (FEE)

A PARCEL OF LAND IN THE SOUTHWEST QUARTER (SW/4) OF SECTION 15, TOWNSHIP 18 NORTH, RANGE 107 WEST OF THE 6TH P.M., GREEN RIVER, SWEETWATER COUNTY, WYOMING, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH LIES NORTH 48°47'10" EAST, 150.13 FEET FROM THE MOST WESTERLY CORNER OF THE TRONA HEIGHTS PLAT "D" SUBDIVISION AS FILED IN THE SWEETWATER COUNTY CLERK AND RECORDER'S OFFICE; THENCE NORTH 38°44'00" WEST, 397.93 FEET TO THE MOST NORTHERLY CORNER OF THAT TRACT OF LAND CONVEYED TO TEXACO INC., BY WARRANTY DEED FROM TRONA HEIGHTS DEVELOPMENT COMPANY AND TOURIST DEVELOPMENT COMPANY, DATED DECEMBER 19, 1966 AND RECORDED IN SWEETWATER COUNTY RECORDS IN BOOK 351, PAGE 179, AND THE POINT OF BEGINNING; THENCE SOUTH 51°16'00" WEST ALONG THE NORTHWESTERLY BOUNDARY OF SAID TEXACO TRACT 80.00 FEET TO THE I-80 RIGHT-OF-WAY; THENCE ALONG SAID I-80 RIGHT-OF-WAY, 589.60 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 450.00 FEET AND TANGENT AT THE POINT OF BEGINNING TO A LINE BEARING NORTH 38°44'00" WEST; THENCE SOUTH 88°03'30" EAST, 695.51 FEET ALONG SAID RIGHT-OF-WAY; THENCE SOUTH 52°34'00" WEST, 782.44 FEET ALONG THE NORTHWESTERLY BOUNDARY OF THAT PARCEL OF LAND CONVEYED TO SWEETWATER COUNTY BY CASTLE INVESTMENT COMPANY AS RECORDED IN THE SWEETWATER COUNTY RECORDS IN BOOK 824, PAGES 251-253 TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF GREEN RIVER, WYOMING BY WARRANTY DEED RECORDED JULY 25, 2006 IN BOOK 1064, PAGE 1741, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 18 NORTH, RANGE 107 WEST, 6TH P.M., CITY OF GREEN RIVER, SWEETWATER COUNTY, WYOMING AND BEING THE EASTERLY CORNER OF THAT PARTICULAR PARCEL OF LAND TRANSFERRED TO LODGING ENTERPRISES INC. BY WARRANTY DEED AS RECORDED IN BOOK 891 ON PAGE 1601 ON FILE IN THE SWEETWATER COUNTY CLERK'S OFFICE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH LIES NORTH 48°47'10" EAST, 150.13 FEET FROM THE MOST WESTERLY CORNER OF THE TRONA HEIGHTS PLAT "D" SUBDIVISION AS FILED IN THE SWEETWATER COUNTY CLERK AND RECORDER'S OFFICE; THENCE NORTH 38°44'00" WEST, 397.93 FEET TO THE MOST NORTHERLY CORNER OF THAT TRACT OF LAND CONVEYED TO TEXACO INC. BY WARRANTY DEED FROM TRONA HEIGHTS DEVELOPMENT COMPANY AND TOURIST DEVELOPMENT COMPANY, DATED DECEMBER 19, 1966 AND RECORDED IN SWEETWATER COUNTY RECORDS IN BOOK 351, PAGE 179 WHERE IS FOUND A REBAR WITH ALUMINUM CAP AND BEING THE POINT OF BEGINNING OF SAID LODGING ENTERPRISES, INC. PARCEL; THENCE NORTH 52°43'52" EAST (NORTH 52°34'00" EAST RECORD) ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LODGING ENTERPRISES, INC. PARCEL 627.22 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 52°43'52" EAST (NORTH 52°34'00" EAST RECORD) ALONG SAID SOUTHERLY BOUNDARY LINE 155.24 FEET TO THE EASTERLY MOST CORNER OF SAID LODGING ENTERPRISES, INC. PARCEL WHERE IS FOUND A REBAR WITH ALUMINUM CAP AND BEING A POINT ON THE WEST OR SOUTH RIGHT OF WAY BOUNDARY OF I-80; THENCE NORTH 87°53'38" WEST (NORTH 88°03'30" WEST RECORD) ALONG SAID I-80 RIGHT OF WAY BOUNDARY 120.00 FEET; THENCE SOUTH 2°06'22" WEST, 98.48 FEET TO THE POINT OF BEGINNING.

MORE PARTICULARLY DESCRIBED AS:

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 18 NORTH, RANGE 107 WEST OF THE 6TH P.M., COUNTY OF SWEETWATER, STATE OF WYOMING, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH LIES NORTH 48°47'10" EAST, 150.13 FEET FROM THE MOST WESTERLY CORNER OF THE TRONA HEIGHTS PLAT "D" SUBDIVISION OF SAID SWEETWATER COUNTY AND ASSUMING THE SOUTHERLY LINE RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 80 AS DESCRIBED IN A PARCEL RECORDED IN BOOK 891 AT PAGE 1601 IN THE RECORDS OF SAID SWEETWATER COUNTY AS BEARING SOUTH 88°03'30" EAST WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 38°44'00' WEST 397.93 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 50°57'41" WEST 79.94 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WEST FLAMING GORGE ROAD, SAID POINT BEING A POINT ON A CURVE;
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE WHICH IS CONCAVE TO THE EAST A DISTANCE OF 590.52 FEET, WHOSE RADIUS IS 450.00 FEET, WHOSE DELTA IS 75°11'13" AND WHOSE LONG CHORD BEARS NORTH 02°29'26" WEST 549.05 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 80;
THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 88°03'30" EAST 588.83 FEET;
THENCE SOUTH 02°03'24" WEST 98.32 FEET;
THENCE SOUTH 52°42'50" WEST 627.23 FEET TO THE POINT OF BEGINNING.

PARCEL B: (EASEMENT)

TOGETHER WITH NON-EXCLUSIVE ROADWAY EASEMENT FOR INGRESS AND EGRESS BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID TEXACO INC. TRACT; THENCE SOUTH 38°44'00" EAST, 50.00 FEET; THENCE SOUTH 51°16'00" WEST, 144.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 6.00 FEET; THENCE ALONG SAID CURVE 9.42 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" TO THE NORTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 30 (I-80 BUSINESS ROUTE); THENCE NORTH 38°44'00" WEST, 62.00 FEET ALONG SAID RIGHT-OF-WAY TO THE CUSP OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 6.00 FEET; THENCE ALONG SAID CURVE 9.42 FEET THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE NORTH 51°16'00" EAST, 144.00 FEET TO THE POINT OF BEGINNING;

AND TOGETHER WITH NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID TEXACO INC. TRACT; THENCE NORTH 52°34'00" EAST, 50.01 FEET; THENCE SOUTH 38°44'00" EAST, 223.87 FEET; THENCE SOUTH 51°16'00" WEST, 50.00 FEET; THENCE NORTH 38°44'00" WEST, 225.00 TO THE POINT OF BEGINNING.

PARCEL C: (EASEMENT)

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, AS SET FORTH IN WARRANTY DEED RECORDED JULY 25, 2006 IN BOOK 1064, PAGE 1741 ALONG AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 18 NORTH, RANGE 107 WEST, 6TH P.M., CITY OF GREEN RIVER, SWEETWATER COUNTY, WYOMING AND BEING THE EASTERLY CORNER OF THAT PARTICULAR PARCEL OF LAND TRANSFERRED TO LODGING ENTERPRISES INC. BY WARRANTY DEED AS RECORDED IN BOOK 891 ON PAGE 1601 ON FILE IN THE SWEETWATER COUNTY CLERK'S OFFICE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH LIES NORTH 48°47'10" EAST, 150.13 FEET FROM THE MOST WESTERLY CORNER OF THE TRONA HEIGHTS PLAT "D" SUBDIVISION AS FILED IN THE SWEETWATER COUNTY CLERK AND RECORDER'S OFFICE; THENCE NORTH 38°44'00" WEST, 397.93 FEET TO THE MOST NORTHERLY CORNER OF THAT TRACT OF LAND CONVEYED TO TEXACO INC. BY WARRANTY DEED FROM TRONA HEIGHTS DEVELOPMENT COMPANY AND TOURIST DEVELOPMENT COMPANY, DATED DECEMBER 19, 1966 AND RECORDED IN SWEETWATER COUNTY RECORDS IN BOOK 351, PAGE 179 WHERE IS FOUND A REBAR WITH ALUMINUM CAP AND BEING THE POINT OF BEGINNING OF SAID LODGING ENTERPRISES, INC. PARCEL; THENCE NORTH 52°43'52" EAST (NORTH 52°34'00" EAST RECORD) ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LODGING ENTERPRISES, INC. PARCEL 627.22 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 52°43'52" EAST (NORTH 52°34'00" EAST RECORD) ALONG SAID SOUTHERLY BOUNDARY LINE 155.24 FEET TO THE EASTERLY MOST CORNER OF SAID LODGING ENTERPRISES, INC. PARCEL WHERE IS FOUND A REBAR WITH ALUMINUM CAP AND BEING A POINT ON THE WEST OR SOUTH RIGHT OF WAY BOUNDARY OF I-80; THENCE NORTH 87°53'38" WEST (NORTH 88°03'30" WEST RECORD) ALONG SAID I-80 RIGHT OF WAY BOUNDARY 120.00 FEET; THENCE SOUTH 2°06'22" WEST, 98.48 FEET TO THE POINT OF BEGINNING

NOTE: BASIS OF BEARING, TRONA HEIGHTS PLAT "D" AND WYOMING DEPARTMENT OF TRANSPORTATION I-80 RIGHT-OF-WAY.

EXHIBIT B

Sale Order

[Attached]

This document prepared by:

Name: Matt Chelf	§
Firm: Hunton Andrews Kurth LLP	§
Address: 600 Travis Street, Suite 4200	§
City/State/Zip: Houston, Texas 77002	§
Phone: 713.220.3607	§
	§
Return Recorded Deed to:	§
[GRANTEE]	§
[ ]	§
[ ]	§
[ ]	§

*****Above This Line Reserved for Official Use Only*****

SPECIAL WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS:

THAT LODGING ENTERPRISES, LLC, a Delaware limited liability company whose address is 8535 East 21st Street North, Suite 250, Wichita, Kansas 67206 ("***Grantor***"), for and in consideration of _____ and 00/100 Dollars ($_____.00), cash in hand, paid by _____, a _____, whose address is _____ ("***Grantee***"), and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, does HEREBY CONVEY AND WARRANT unto Grantee all of that certain land situated in Platte County, Wyoming and being more particularly described on ***Exhibit A*** attached hereto and incorporated herein by reference for all purposes (the "Land"); together with all appurtenances thereto or in anywise appertaining thereto and with all buildings, structures, fixtures and improvements located thereon constituting real property (said Land, improvements and appurtenances being herein referred to as the "***Property***"), hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all

and singular the Property unto Grantee and its successors and assigns against every person whomsoever lawfully claiming, or to claim, the same or any part thereof by, through, or under Grantor but against none other, SUBJECT, however, as aforesaid, to all real estate taxes and assessments not yet due and payable, all matters of record (to the extent the same are still in force and effect), all matters which would be disclosed by a current, accurate survey of the Property, any prior mineral right reservations and all zoning laws, regulations, and ordinances relating to the Property (the "Permitted Exceptions").

For the same consideration, Grantor hereby GRANTS, BARGAINS, SELLS and CONVEYS to Grantee and its successors and assigns without warranty, expressed or implied, all interest, if any, of Grantor in strips or gores, if any, between the Property and abutting properties.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR THE WARRANTY OF TITLE AS SET FORTH HEREIN, THE PROPERTY CONVEYED HEREUNDER IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF GRANTOR. GRANTOR HAS NOT, DOES NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OR CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY.

This Special Warranty Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Property is transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective this ____ day of _____, 2025.

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025, by _____, as _____ of Lodging Enterprises, LLC, a Delaware limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of _____

My Commission expires: _____

EXHIBIT A

Legal Description

PARCEL I:

LOT 97 AND 33, WEST SUBDIVISION, TOWN OF GUERNSEY, PLATTE COUNTY, WYOMING, EXCEPTING THEREFROM THE NORTH 140 FEET OF LOT 33 AND THE EAST 8 FEET OF THE NORTH 140 FEET OF LOT 97, PLATTE COUNTY, WYOMING.

PARCEL II:

THE SOUTH 175 FEET OF LOT 34, WEST SUBDIVISION TO THE TOWN OF GUERNSEY, PLATTE COUNTY, WYOMING.

EXHIBIT B

Sale Order

[Attached]

This document prepared by:

Name: Matt Chelf	§
Firm: Hunton Andrews Kurth LLP	§
Address: 600 Travis Street, Suite 4200	§
City/State/Zip: Houston, Texas 77002	§
Phone: 713.220.3607	§
	§
Return Recorded Deed to:	§
[GRANTEE]	§
[ ]	§
[ ]	§
[ ]	§

*****Above This Line Reserved for Official Use Only*****

SPECIAL WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS:

THAT LODGING ENTERPRISES, LLC, a Delaware limited liability company whose address is 8535 East 21st Street North, Suite 250, Wichita, Kansas 67206 ("***Grantor***"), for and in consideration of _____ and 00/100 Dollars ($_____.00), cash in hand, paid by _____, a _____, whose address is _____ ("***Grantee***"), and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, does HEREBY CONVEY AND WARRANT unto Grantee all of that certain land situated in Carbon County, Wyoming and being more particularly described on ***Exhibit A*** attached hereto and incorporated herein by reference for all purposes (the "Land"); together with all appurtenances thereto or in anywise appertaining thereto and with all buildings, structures, fixtures and improvements located thereon constituting real property (said Land, improvements and appurtenances being herein referred to as the "***Property***"), hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all

and singular the Property unto Grantee and its successors and assigns against every person whomsoever lawfully claiming, or to claim, the same or any part thereof by, through, or under Grantor but against none other, SUBJECT, however, as aforesaid, to all real estate taxes and assessments not yet due and payable, all matters of record (to the extent the same are still in force and effect), all matters which would be disclosed by a current, accurate survey of the Property, any prior mineral right reservations and all zoning laws, regulations, and ordinances relating to the Property (the "Permitted Exceptions").

For the same consideration, Grantor hereby GRANTS, BARGAINS, SELLS and CONVEYS to Grantee and its successors and assigns without warranty, expressed or implied, all interest, if any, of Grantor in strips or gores, if any, between the Property and abutting properties.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR THE WARRANTY OF TITLE AS SET FORTH HEREIN, THE PROPERTY CONVEYED HEREUNDER IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF GRANTOR. GRANTOR HAS NOT, DOES NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OR CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY.

This Special Warranty Deed is executed pursuant to that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, a file-marked copy of which is attached hereto as Exhibit B and incorporated herein for all purposes. Pursuant to the Sale Order, the Property is transferred free and clear of all liens, claims, interests and encumbrances, other than the Permitted Exceptions.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective this ____ day of _____, 2025.

GRANTOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025, by _____, as _____ of Lodging Enterprises, LLC, a Delaware limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of _____

My Commission expires: _____

EXHIBIT A

Legal Description

PARCEL "C" OF THE FINAL PLAT OF THE STOCK DRIVE SUBDIVISION TO THE CITY OF RAWLINS, CARBON COUNTY, WYOMING, AND INTENDED TO BE ONE AND THE SAME AS THAT TRACT OF LAND DESCRIBED IN BOOK 1078, PAGE 0109 AND BOOK 1096, PAGE 0074, MISC. RECORDS OF THE CARBON COUNTY CLERK, RAWLINS, WYOMING.

EXHIBIT B

Sale Order

[Attached]

EXHIBIT C

Form of Bill of Sale

THIS BILL OF SALE (this "Bill of Sale"), dated as of _____, 2025 (the "Effective Date"), by and between **LODGING ENTERPRISES, LLC**, a Delaware limited liability company ("Seller"), in favor of _____, a _____ ("Purchaser") (collectively, the "Parties" and individually, "Party").

RECITALS:

WHEREAS, Seller is the owner of the [_____] located in [_____] and more particularly described in the Purchase Agreement (as defined below); and

WHEREAS, pursuant to (i) that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, and (ii) that certain Purchase and Sale Agreement dated as of _____, 2025 (the "Purchase Agreement"), by and between Seller and Purchaser, Seller has agreed to sell, transfer, assign and deliver all of its right, title and interest in and to the Personal Property, all as more specifically identified below, subject to the terms and conditions of the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

AGREEMENT:

1. Seller hereby sells, grants, conveys, transfers, sets over and delivers to Purchaser all of Seller's right, title and interest in and to the Personal Property on an "AS IS, WHERE IS AND WITH ALL FAULTS" basis, and without any representation or warranty, express or implied, by Seller or any third person regarding the condition, quantity, design, merchantability, fitness or quality thereof.

2. The agreements, covenants and terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

3. Capitalized terms not otherwise defined in this Bill of Sale shall have the meanings ascribed to such terms in the Purchase Agreement.

4. This Bill of Sale shall be governed by, and interpreted in accordance with, the laws of the State of New York.

5. This Bill of Sale may be executed in one or several counterparts, and each counterpart so executed shall be deemed to be an original for all purposes hereunder.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Bill of Sale to be duly executed as of the Effective Date.

SELLER:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By:_____
Name:_____
Title:_____

Acknowledged and Agreed:

PURCHASER:

_____

By:_____
Name:_____
Title:_____

EXHIBIT D

Form of Assignment of Rail Contract

[Attached]

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made as of _____ __, 2025 (the "**Effective Date**")

BETWEEN:

LODGING ENTERPRISES, LLC, a Delaware limited liability company

(the "**Assignor**")

AND:

_____, a _____

(the "**Assignee**")

WHEREAS:

The Assignor and [RAILROAD], a _____ ("**[RAILROAD]**") are parties to the Lodging Facility Agreements (as defined below) pursuant to which the Assignor provides crew lodging accommodation for [RAILROAD]'s crews in the locations listed on Exhibit A attached hereto at the Lodging Facilities (as defined below);

Pursuant to (i) that certain [ORDER] (the "**Sale Order**") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, and (ii) that certain Purchase and Sale Agreement dated _____, 2025 by and between Assignor (as "Seller"), and Assignee (as "Purchaser"), Assignor has sold to Assignee and Assignee has purchased from Assignor all of Assignor's interests in the Lodging Facilities;

The Assignor wishes to assign the Lodging Facility Agreements to the Assignee in connection with the conveyance of the Lodging Facilities from Assignor to Assignee;

Pursuant to the terms of the Lodging Facility Agreements, [RAILROAD] must provide its written consent prior to Assignor making any assignment of such agreements;

[RAILROAD] has provided its consent to the assignment of the Lodging Facility Agreements on, and subject to, the terms and conditions contained herein; and

The Assignor confirms its intention to assign all of its rights and obligations under the Lodging Facility Agreements to the Assignee and the Assignee confirms its intention to assume all of the

Assignor's rights and obligations under the Lodging Facility Agreements, each on, and subject to, the terms and conditions herein contained;

NOW THEREFORE IN CONSIDERATION of the mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

Interpretation and Definitions.

In this Agreement:

"Lodging Facility Agreements" means, taken together, the agreements set forth on Exhibit B, in each case as amended and supplemented (including, for further clarity, by e-mail communications as between [RAILROAD] and the Assignor pursuant to which adjustments to room rates and commitments have been agreed to from time to time).

"**Lodging Facilities**" means the dedicated lodging facilities for [RAILROAD] crews set forth on Exhibit A.

Assignment. The Assignor, from and after the date hereof, hereby assigns, transfers, conveys and sets over unto the Assignee, its successors and permitted assigns, as of the Effective Date, all of its rights and obligations in and under the Lodging Facility Agreements to have and to hold for its own benefit and use absolutely together with all rights, benefits and advantages to be derived therefrom. Notwithstanding anything contained herein, the Assignor agrees to pay [RAILROAD] any past due amounts owed under the Lodging Facility Agreement prior to the date hereof.

Assumption. The Assignee hereby assumes and hereby covenants and agrees to observe, perform, discharge and satisfy, all remaining obligations and liabilities of the Assignor arising on or after the date hereof under the Lodging Facility Agreements on, and subject to, the terms and conditions contained herein.

Hold Harmless. The Assignee agrees to indemnify and hold harmless the Assignor from and against any and all claims incurred following the Effective Date as a result of or arising directly or indirectly out of or in connection with any breach by the Assignee of its obligations under the Lodging Facility Agreements.

Further Assurances. Each of the parties hereto shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other parties hereto may reasonably require from time to time for the purpose of giving effect

to this Agreement and shall use reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement.

Enurement. This Agreement will enure to the benefit of and be binding upon each of the Assignor and the Assignee and their respective successors and permitted assigns.

Governing Law. This Agreement is governed by, and will be construed in accordance with, the laws of the State of New York without regard to the principles of conflicts of law.

Headings. The headings to the section of this Agreement are inserted for convenience only and do not affect the construction hereof.

Counterparts. This Agreement may be executed by the parties in one or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one and the same instrument. This Agreement may be executed and transmitted electronically and if so executed and transmitted this Agreement will be for all the purposes as if the parties had delivered an executed original Agreement.

[remainder of page intentionally left blank — signature page follows]

IN WITNESS WHEREOF the parties have executed this Assignment Agreement with effect as of the day and year first above written.

ASSIGNOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

By: _____
Name: _____
Title: _____

EXHIBIT A
LIST OF LODGING FACILITIES
[Attached]

EXHIBIT B

LIST OF LODGING FACILITY AGREEMENTS

[Attached]

EXPRESS WRITTEN CONSENT TO ASSIGNMENT OF LODGING FACILITY AGREEMENTS

[RAILROAD], a _____ ("**[RAILROAD]**"), expressly acknowledges and consents to the execution of the Assignment Agreement set forth on Attachment A attached hereto (the "**Assignment Agreement**") between Lodging Enterprises, LLC, a Delaware limited liability company, ("**Assignor**"), and _____ ("**Assignee**"), assigning the entirety of the rights, title, interest and obligations Assignor may have in and to the agreements described in Exhibit B of the Assignment Agreement (the "**Assigned Agreements**"), which exhibit is by this reference incorporated herein and made a part hereof for all purposes, involving the [#] facilities located in the locations described in Exhibit A of the Assignment Agreement (the "**Lodging Facilities**"), which exhibit is by this reference incorporated herein and made a part hereof for all purposes, on the following terms and conditions:

1. Assignor (as "Seller") and Assignee (as "Purchaser") have entered into a Purchase and Sale Agreement, dated _____, 2025, pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase all of Assignor's interests in the Lodging Facilities and the Assigned Agreements. The Assignment Agreement will be executed and effective upon the effectiveness of the deeds conveying the Lodging Facilities from Assignor to Assignee.

2. [RAILROAD] acknowledges and agrees that (i) Avantic Lodging Enterprises, Inc. will no longer operate and manage the Lodging Facilities under the existing hotel management agreement, (ii) the Assignee, or a hotel manager of the Assignee, will operate and manage the Lodging Facilities pursuant to a hotel management agreement, (iii) the employees and contractors working at the Lodging Facilities will be employees and contractors of the Assignee or the Assignee's hotel manager, and (iv) the Lodging Facilities will be owned by Assignee.

3. [RAILROAD] acknowledges that Assignee will be obtaining new financing for the Lodging Facilities. [RAILROAD] is not and will not be a guarantor on any indebtedness of Assignee and any financing or re-financing will not impair [RAILROAD]'s contractual rights to receive lodging services under the Assigned Agreements. Assignee will obtain assurances from any lender that it will protect [RAILROAD]'s continuing rights to access and use the property under the Assigned Agreements.

4. This Consent may be amended or modified only by an instrument in writing signed by [RAILROAD], Assignor and Assignee. Any waiver shall be effective only for the specified purpose for which it is given. For the avoidance of doubt, each of the Assigned Agreements shall be deemed to be amended and modified by the terms of this Consent as and from the date of assignment of the Assigned Agreements.

5. This Consent shall be binding upon and inure to the benefit of the respective successors and permitted assigns of each of [RAILROAD], Assignor and Assignee; provided, however, that neither Assignor nor Assignee may assign or otherwise transfer its rights or obligations hereunder, without [RAILROAD]'s prior consent.

Signature Pages to Follow

IN WITNESS WHEREOF the parties have executed this Consent to be effective as of _____, 2025.

[RAILROAD],
a _____

By: _____
Name: _____
Title: _____

Accepted by:

ASSIGNEE:

By: _____
Name: _____
Title: _____

Accepted by:

ASSIGNOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ATTACHMENT A

ASSIGNMENT AGREEMENT

[Attached]

EXHIBIT E

Form of Assignment of Leases

[This ASSIGNMENT AND ASSUMPTION OF LEASES ("Assignment") is made as of the _____ day of _____, 2025 (the "Effective Date"), by and between (i) **LODGING ENTERPRISES, LLC**, a Delaware limited liability company ("Assignor"), and (ii) _____ _____, a _____ ("Assignee") (collectively, the "Parties" and individually, "Party").

RECITALS:

WHEREAS, pursuant to (i) that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, and (ii) that certain Purchase and Sale Agreement between Assignor and Assignee, dated as of _____, 2025 (the "Purchase Agreement"), Assignor agreed to sell to Assignee certain real property and the improvements located thereon (the "Property") as more particularly described in the Purchase Agreement; and

WHEREAS, the Purchase Agreement provides, inter alia, that Assignor shall assign certain leases and Assignee shall assume all of the obligations of Assignor under such leases, and that Assignor and Assignee shall enter into this Assignment.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties hereby agree as follows:

AGREEMENT:

1. **Assignment and Assumption**. Assignor hereby assigns, sets over and transfers to Assignee, and Assignee hereby assumes, all of Assignor's interests (as lessor or lessee) in the leases, concessions, license agreements, and occupancy agreements set forth on **Schedule 1** hereto (collectively, the "Leases") that are in effect on the Effective Date, together with Assignor's right, title and interest under the guarantees, commission agreements and other documents related to the Leases, and Assignor's right, title and interest to all money, negotiable instruments and other security deposited by any tenant under a Lease in effect on the Effective Date to secure performance of tenant's obligations thereunder and not previously applied by Assignor in accordance with the terms of the applicable Lease to satisfy any obligations of the tenant pursuant to that Lease, to the extent such security is in Assignor's possession as of the Effective Date, together with all accrued interest thereon (but only to the extent that the applicable Leases require such interest to accrue for the benefit of tenants).

2. **AS-IS**. Assignor has not made and does not make any express or implied warranty or representation of any kind whatsoever with respect to the Leases. Assignee accepts the Leases on an "AS IS, WHERE IS, WITH ALL FAULTS" basis.

3. **Governing Law**. This Assignment and all transactions hereunder shall be governed by the laws of the State of New York.

4. **Counterparts**. This Assignment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the Effective Date.

ASSIGNOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By:_____
Name:_____
Title:_____

ASSIGNEE:

_____

By:_____
Name:_____
Title:_____]

EXHIBIT F

Form of Assignment of Contracts

This ASSIGNMENT AND ASSUMPTION OF CONTRACTS ("Assignment") is made as of the _____ day of _____, 2025 (the ''Effective Date"), by and between **LODGING ENTERPRISES, LLC**, a Delaware limited liability company ("Assignor"), and ___ _____, a _____ ("Assignee") (collectively, the "Parties" and individually, "Party").

RECITALS:

WHEREAS, pursuant to (i) that certain [ORDER] (the "Sale Order") entered by the United States Bankruptcy Court for the District of Kansas, Topeka Division in a case styled *In re Lodging Enterprises, LLC*, Case No. 24-40423, and (ii) that certain Purchase and Sale Agreement between Assignor and Assignee, dated as of _____, 2025 (the "Purchase Agreement"), Assignor agreed to sell to Assignee certain real property, and the improvements located thereon, as more particularly described in the Purchase Agreement (the "Property"); and

WHEREAS, the Purchase Agreement provides, inter alia, that Assignor shall assign all of its right, title and interest in and to certain contracts relating to the Property and Assignee shall assume all of the obligations of Assignor under such contracts, and that Assignor and Assignee shall enter into this Assignment.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties hereby agree as follows:

AGREEMENT:

1. **Assignment and Assumption**. Assignor hereby assigns, sets over and transfers to Assignee, and Assignee hereby assumes, all of Assignor's right, title and interest in and to (i) all leases, and any amendments thereto, of personal property located at, or used in the operation of, the Property (the "Equipment Leases") to which Assignor is a party, or entered into on behalf of Assignor, and (ii) all written service, supply, trash removal, maintenance, construction, capital improvement and other similar contracts in effect with respect to the Property related to the construction, operation, or maintenance of the Property, (together with the Equipment Leases, collectively, the "Contracts"), in each case, (x) to the extent assignable or transferable at no cost or expense to Assignor, including pursuant to Section 365 of the Bankruptcy Code, and, if consent is required, to the extent such consent is obtained, (y) to the extent Assignor has not terminated such Contract as provided in Section 5.3 of the Purchase Agreement, and (z) **specifically excluding any management agreements, hotel franchise or license agreements and trademark agreements, together with all rights and contracts ancillary thereto**.

2. **AS-IS**. Assignor has not made and does not make any express or implied warranty or representation of any kind whatsoever with respect to the Contracts and rights assigned hereunder, including but not limited to, compliance of the Contracts with the requirements

of any law, rule, specification or contract pertaining thereto. Assignee accepts the contracts and rights assigned hereunder on an "AS IS, WHERE IS, WITH ALL FAULTS" basis.

3. **Governing Law**. This Assignment and all transactions hereunder shall be governed by the laws of the State of New York.

4. **Counterparts**. This Assignment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the Effective Date.

ASSIGNOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By:_____
Name:_____
Title:_____

ASSIGNEE:

_____

By:_____
Name:_____
Title:_____

EXHIBIT G

Form of Assignment of Trademarks

ASSIGNMENT OF TRADEMARKS

WHEREAS, LODGING ENTERPRISES, LLC, a Delaware limited liability company with an address of 8535 East 21st Street North, Suite 250, Wichita, KS 67206 ("Assignor"), has adopted, owns and has been using the mark PENNY'S DINER (the "Mark") in connection with the following goods and/or services: Restaurant services;

WHEREAS, Assignor has registered the Mark on the Principal Register of the United States Patent and Trademark Office in connection with the above-described services, Reg. No 2245932 registered on May 18, 1999 (the "Registration"); and

WHEREAS, [_____], a [_____] with an address of [_____] ("Assignee"), desires to acquire the Mark and the Registration.

NOW, THEREFORE, Assignor and Assignee agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably sells, assigns and transfers to Assignee all right, title and interest in and to:

a. the Mark and the Registration and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business symbolized by the Assigned Trademarks, provided, however, such sale, assignment and transfer to Assignee of the Mark shall be without any warranty;

b. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

c. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

d. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark

Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase and Sale Agreement by and between Assignor and Assignee dated [_____, 2025] (the "Contract"), to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. All rights assigned herein are assigned as is. Without limiting any rights set forth in the Contract, Assignor makes no representations and/or warranties as to any rights assigned herein.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[*signature page to follow*]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Trademarks effective as of [_____, 2025].

ASSIGNOR:

LODGING ENTERPRISES, LLC,
a Delaware limited liability company

By:_____
Name:_____
Title:_____

ASSIGNEE:

_____

By:_____
Name:_____
Title:_____

EXHIBIT H

Form of FIRPTA Certificate

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a United States real property interest by Lodging Enterprises, LLC, a Delaware limited liability company ("Seller"), VCM Lodging Enterprises, LP, a Delaware limited partnership ("Transferor"), who is the sole member of Seller, hereby certifies:

1. Seller is a "disregarded entity" as defined in §1.445-2(b)(2)(iii) of the Code;

2. Transferor is the sole member of Seller;

3. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and the Income Tax Regulations);

4. Transferor's U.S. employer identification number is _____; and

5. Transferor's office address is: _____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

[Signature Page Follows]

IN WITNESS HEREOF, the undersigned has executed this document on the date set forth below.

TRANSFEROR:

VCM LODGING ENTERPRISES, LP,
a Delaware limited partnership

By: VCM Lodging Enterprises GP, LLC,
a Colorado limited liability company,
its sole general partner

By: _____
Name: _____
Title: _____
Date: _____

STATE OF [_____])
)
COUNTY OF [_____])

Personally appeared before me, the undersigned, a Notary Public in and for the County and State, the within named [_____], [_____], with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the [_____] of VCM Lodging Enterprises GP, LLC, a Delaware limited liability company, the sole general partner of VCM Lodging Enterprises, LP, a Delaware limited partnership, and that he, acting in such capacity, and authorized so to do, executed the foregoing instrument on behalf of said entities for the purposes therein contained.

Witness my hand and seal this ____ day of _____, 2025.

_____
Notary Public

My Commission Expires: _____

EXHIBIT I

ERISA Letter

_____ __, 2025

Lodging Enterprises, LLC
8535 East 21st Street North, Suite 250
Wichita, KS 67206
Attn: Brett Sundstrom

Re: Acquisition of 40 Hotel and 27 Diner Portfolio pursuant to that certain Purchase and Sale Agreement, dated _____ __, 2025 (the "Purchase and Sale Agreement"), by and between **LODGING ENTERPRISES, LLC,** a Delaware limited liability company, as seller, and _____, a _____, ("Purchaser"), including the real property more particularly described therein (the "Property")

Ladies and Gentlemen:

The undersigned represents to you that Purchaser, any affiliates thereof, or any person or entity providing financing for the purchase of the Property, are not using the assets of an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and covered under Title 1, Part 4 of ERISA or Section 4975 of the Internal Revenue Code of 1986, as amended, in the performance or discharge of its obligations under the Purchase and Sale Agreement, including the acquisition of the Property.

Very truly yours,

_____

By:_____
Name:_____
Title:_____

SCHEDULE 1

List of Hotels

Brand	Property	State	Rooms	Restaurant
Travelodge	30127-Yuma	AZ	119	Yes
Travelodge	30141-Yermo	CA	65	Yes
Travelodge	30159-Dunsmuir	CA	21	Yes
Travelodge	30131-Yampa	CO	37	Yes
Travelodge	30157-Clinton	IA	123	-
Travelodge	30167-Missouri Valley	IA	41	Yes
Travelodge	30105-Wellington N	KS	80	Yes
Travelodge	30123-Sharon Springs	KS	50	Yes
Travelodge	30133-Marysville	KS	139	Yes
Baymont Inn & Suites	30195-Wellington South	KS	110	-
Travelodge	30197-Fort Scott	KS	70	Yes
Travelodge	30183-Livonia	LA	60	-
Travelodge	30189-Brunswick	MD	25	Yes
Baymont Inn & Suites	30179-Glenwood	MN	56	Yes
Travelodge	30121-Dexter	MO	100	Yes
Baymont Inn & Suites	30193-Glendive	MT	74	Yes
Baymont Inn & Suites	30196-Whitefish	MT	64	-
Travelodge	30117-Morrill	NE	97	Yes
Travelodge	30161-North Platte	NE	135	Yes
Baymont Inn & Suites	30169-Fremont	NE	100	Yes
Super 8	30198-Lincoln	NE	132	-
Travelodge	30135-Vaughn	NM	60	Yes
Travelodge	30185-Santa Teresa	NM	56	Yes
Travelodge	30405-Belen	NM	158	Yes
Baymont Inn & Suites	30129-Elko	NV	119	-
Baymont Inn & Suites	30155-Buffalo	NY	56	-
Travelodge	30177-McAlester	OK	61	-
Travelodge	30151-Hermiston	OR	86	-
Travelodge	30401-Edgemont	SD	53	-
Baymont Inn & Suites	30139-Hearne	TX	140	Yes
Travelodge	30145-Pecos	TX	61	-
Travelodge	30147-Alpine	TX	40	Yes
Travelodge	30153-Milford	UT	75	Yes
Travelodge	30173-Low Moor	VA	30	Yes
Travelodge	30404-Guernsey	WY	93	-

Travelodge	30115-Green River	WY	191	Yes
Travelodge	30137-Cheyenne	WY	60	Yes
Baymont Inn & Suites	30163-Rawlins	WY	62	Yes
Travelodge	30171-Bill	WY	112	Yes
Travelodge	30403-Gillette	WY	156	-
Totals:	**40 Properties**		**3367 Rooms**	**27 Restaurants**

SCHEDULE 1.1(c)

List of Excluded Property

Property of Existing Franchisor, Hotel Manager or their respective employees.

Property of the parties covered by the Assumed Contracts and Rail Contracts.

Leased property covered by the Equipment Leases.

Property of guests of the Hotels.

The items described in Section 1.1(f) of the Agreement.

Schedule 2.2(b)

Escrow Terms

Escrow Agent agrees to hold in escrow the Deposit, and any other sums (including, without limitation, any interest thereon) delivered to Escrow Agent pursuant to this Agreement upon the following terms and conditions:

(a) The Deposit shall be invested in an interest bearing account. All interest earned on the Deposit shall accrue in favor of Purchaser and shall be credited against the Purchase Price at Closing except in the case of a release of the Deposit by Escrow Agent to Seller following a termination of this Agreement in which case, all accrued interest shall be released to Seller by Escrow Agent along with the Deposit. The failure to submit to Escrow Agent an executed, completed Form W-9 shall stay Escrow Agent's obligation to place the Deposit in an interest-bearing account until such time that said form has been provided to Escrow Agent. Seller and Purchaser also agree that Escrow Agent shall not be liable for any loss or impairment of the Deposit which results from the failure, insolvency or suspension of the financial institution in which the Deposit is deposited.

(b) Escrow Agent shall deliver the Deposit (or a portion thereof) to Seller or to Purchaser, as the case may be, on the following conditions:

(i) To Seller, the full amount of the Deposit upon the consummation of the Closing.

(ii) To Seller, the full amount of the Deposit upon receipt of written demand therefor, which demand shall be signed by Seller and shall state that Purchaser has defaulted in the performance of its obligations under this Agreement and Seller is entitled to the Deposit in accordance with this Agreement; provided, however, that Escrow Agent shall not honor such demand until at least seven (7) Business Days after the date on which Escrow Agent shall have delivered a copy of such demand to Purchaser, nor thereafter if Escrow Agent shall have received a notice of objection from Purchaser given in accordance with the provisions of clauses (c) and (d) of this Schedule 2.2(b) within such seven (7) Business Day period.

(iii) To Purchaser, upon receipt of written demand therefor, which demand shall be signed by Purchaser and shall state that Seller has defaulted in the performance of its obligations under this Agreement and Purchaser is entitled to the Deposit in accordance with this Agreement; provided, however, Escrow Agent shall not honor such demand until at least seven (7) Business Days after the date on which Escrow Agent shall have delivered a copy of such demand to Seller, nor thereafter if Escrow Agent shall have received a notice of objection from Seller given in accordance with the provisions of clause (c) and (d) of this Schedule 2.2(b) within such seven (7) Business Day period.

(c) Any notice to or demand upon Escrow Agent shall be in writing and shall be sufficient only if received by Escrow Agent at its address, and in the manner, set forth in Section 10.3 of this Agreement, and within the applicable time periods set forth herein, if any.

(d) Upon receipt of a demand for the Deposit made by Seller or Purchaser under clauses (b)(ii), or (iii) of this Schedule 2.3(b), Escrow Agent shall promptly deliver a copy thereof to the other party. The other party shall have the right to object to the delivery of the Deposit by delivering to Escrow Agent notice of objection within seven (7) Business Days after the date Escrow Agent delivers such copy to the other party, but not thereafter. Upon receipt of such notice of objection, Escrow Agent shall promptly deliver a copy thereof to the other party.

(e) If (i) Escrow Agent shall have received a notice of objection as provided for in clause (d) of this Schedule 2.2(b) within the time therein prescribed or (ii) any other disagreement or dispute shall arise between the parties or any other persons resulting in adverse claims and demands being made for the Deposit, whether or not litigation has been instituted, then and in any such event, Escrow Agent shall refuse to comply with any claims or demands on it, and shall continue to hold the Deposit until Escrow Agent receives either (y) a written notice signed by both parties directing the disbursement of the Deposit, or (z) a final order of a court of competent jurisdiction, entered in an action, suit or proceeding in which Seller and Purchaser are parties, directing the disbursement of the Deposit, in either of which events Escrow Agent shall then disburse the Deposit in accordance with such direction. Escrow Agent shall not be or become liable in any way or to any person for its refusal to comply with any such claims and demands unless and until it has received such direction. Upon compliance with such direction, Escrow Agent shall be released of and from all liability hereunder.

(f) Notwithstanding the foregoing, Escrow Agent shall have the right following one or more of the circumstances described in clauses (e)(i) or (ii) of this Schedule 2.2(b), on notice to the parties, to deposit the Deposit into the register of the Bankruptcy Court. Upon the taking by Escrow Agent of such action, Escrow Agent shall be released of and from all liability hereunder.

(g) Escrow Agent shall not have any duties or responsibilities, except those set forth in this Agreement and this Schedule 2.2(b) and shall not incur any liability (i) in acting upon any signature, notice, demand, request, waiver, consent, receipt or other paper or document believed by Escrow Agent to be genuine and Escrow Agent may assume that any person purporting to give it any notice on behalf of any party in accordance with the provisions hereof has been duly authorized to do so, or (ii) in otherwise acting or failing to act under this Schedule 2.2(b) except in the case of Escrow Agent's gross negligence or willful misconduct.

(h) Seller and Purchaser acknowledge that Escrow Agent is acting solely as stakeholder at the request of Seller and Purchaser and for their convenience, that Escrow Agent shall not be deemed to be the agent of either of the parties, and that Escrow Agent shall not be liable to either of the parties, except for its gross negligence or willful misconduct.

(i) Purchaser shall indemnify Escrow Agent for, and to hold it harmless against, any loss, liability, damage or expense incurred by it arising out of or in connection with Escrow Agent's entering into and/or performing its obligations under this Agreement so long as such loss, liability, damage or expense does not arise out of Escrow Agent's gross negligence or willful misconduct.

(j) Purchaser shall pay all income tax on all interest earned on the Deposit and Escrow Agent shall report all such interest to Purchaser.

The provisions of this Schedule 2.2(b) shall survive the Closing or earlier termination of this Agreement.

Schedule 2.3

Allocation of Purchase Price

To be determined by the Parties within fourteen (14) days from the Effective Date of the Agreement; provided, however, that agreeing to such Allocation shall not be a condition precedent to either Party's obligation to consummate the transaction contemplated by the Agreement, nor shall failure to agree on the Allocation constitute a breach of either Party's obligations under the Agreement.

SCHEDULE 5.2

Due Diligence Materials

Those materials uploaded to the virtual data room for this transaction hosted on https://www.cbredealflow.com/handler/modern.aspx?pv=01x8m8_5r1SIpX9CK8PEnQhZgLYzUnTexMFwAGMNw7RJpDPGkeQo5VLSWubKpCRzzFFwEvxAj7AcR54b9qlINA.

SCHEDULE 5.3

List of Contracts to be Assumed

[Purchaser to Provide.]

SCHEDULE 5.4(a)

Closing Costs

Closing costs shall be shared allocated and paid as follows:

Cost	**Responsible Party**
Purchase Price	Purchaser
Cure Costs for Assumed Contracts	Purchaser
Apportionments	In accordance with Article 3
Premium for standard form Title Policy required to be delivered pursuant to Section 7.1(e)	Purchaser
Premium for any upgrade of Title Policy for extended or additional coverage and any endorsements desired by Purchaser, any inspection fee charged by the Title Company, tax certificates, municipal and utility lien certificates, and any other Title Company charges	Purchaser
Cost of New Survey	Purchaser
Costs of any revisions, modifications, updates or recertifications of/to the Survey	Purchaser
Costs for UCC Searches	Purchaser
Recording fees and taxes	Purchaser
State transfer taxes, sales taxes and bulk sales taxes (if any) arising out of the transaction contemplated herein	Purchaser
Sales, use and occupancy taxes attributable to the Hotels and due prior to Closing	Seller
Any escrow fee charged by Escrow Agent for holding the Deposit or conducting the Closing	Purchaser ½ Seller ½
Real estate sales commission to Broker	Seller
Cost of updates to property condition reports and Phase I environmental reports	Purchaser
Franchise application fee and PIPs	Purchaser
All other closing costs, expenses, charges and fees	Unless otherwise provided for in this Agreement, in accordance with local custom in the locale in which the subject Hotel is located

SCHEDULE 8.2(b)

Pending Litigation

In re Lodging Enterprises, LLC, No. 24-40423 (Bankr. D. Kan.)

[To be updated as of the Effective Date]

SCHEDULE 10.3

Notice Addresses

The following are notice addresses for purposes of Section 10.3 of this Agreement:

If to Purchaser: Jonathan Horowitz
Rialto Capital Advisors, LLC
200 S Biscayne Blvd, Suite 3550
Miami, FL 33131
Email: Jonathan.Horowitz@rialtocapital.com

copy to: Stephanie Mazza
Rialto Capital Advisors, LLC
8495 W. Sunset Rd., Suite 202
Las Vegas, NV 89113
Email: Stephanie.Mazza@rialtocapital.com

copy to: Merrick L. "Rick" Gross
Rialto Capital Advisors, LLC
2 MiamiCentral
700 NW 1st Avenue, Suite 1200
Miami, Florida 33136
Email: mgross@carltonfields.com

If to Seller: Lodging Enterprises, LLC
8535 East 21st Street North, Suite 250
Wichita, KS 67206
Attention: Brett Sundstrom
Telephone: (316) 630-6301
Email: brett.sundstrom@lodgingenterprises.com

and: Lodging Enterprises, LLC
8535 East 21st Street North, Suite 250
Wichita, KS 67206
Attention: Tom Vukota
Email: tav@vcmgam.com

and: Lodging Enterprises, LLC
8535 East 21st Street North, Suite 250
Wichita, KS 67206
Attention: Tom Wenner
Email: tomwenner@outlook.com

copy to: Hunton Andrews Kurth LLP
600 Travis Street, Suite 4200

Houston, TX 77002
Attention: Dan McCormick
Telephone: (713) 220-4672
Email: danmccormick@hunton.com

and copy to: Hunton Andrews Kurth LLP
Riverfront Plaza, East Tower
951 E Byrd Street
Richmond, VA 23219
Attention: Jason Harbour
Telephone: (804) 788-7233
Email: jharbour@hunton.com

If to Title Company: Fidelity National Title Insurance Company
485 Lexington Avenue, 18th Floor
New York, NY 10017
Attention: James Lark
Telephone: (212) 845-3124
Email: james.lark@fnf.com