

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

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In re: : Chapter 11
:
EHT US1, Inc., *et al.*, : Case No. 21-10036 (CSS)
:
: (Jointly Administered)
Debtors.¹ : **Obj. Deadlines: TBD**
: **Hearing Dates: TBD**
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**MOTION OF DEBTORS FOR ENTRY OF
ORDERS (I) APPROVING (A) BIDDING PROCEDURES, (B) DESIGNATION OF
STALKING HORSE BIDDER AND STALKING HORSE BIDDER PROTECTIONS,
(C) FORM AND MANNER OF NOTICE OF SALE, AUCTIONS, AND SALE HEARING,
AND (D) ASSUMPTION AND ASSIGNMENT PROCEDURES, (II) SCHEDULING
AUCTIONS AND SALE HEARING, (III) APPROVING (A) SALE OF
SUBSTANTIALLY ALL OF DEBTORS' ASSETS FREE AND CLEAR OF LIENS,
CLAIMS, INTERESTS, AND ENCUMBRANCES, AND (B) ASSUMPTION AND
ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND
(IV) GRANTING RELATED RELIEF**

EHT US1, Inc. and its affiliated debtors and debtors in possession (the “Debtors”),
through their undersigned counsel, hereby file this *Motion of Debtors for Entry of Orders*
(I) Approving (A) Bidding Procedures, (B) Designation of Stalking Horse Bidder and Stalking
Horse Bidder Protections, (C) Form and Manner of Notice of Sale, Auctions, and Sale Hearing,
(D) Assumption and Assignment Procedures, (II) Scheduling Auctions and Sale Hearing,

¹ The Debtors in these chapter 11 cases, along with the last four digits of each debtor’s tax identification number, as applicable, are as follows: EHT US1, Inc. (6703); 5151 Wiley Post Way, Salt Lake City, LLC (1455); ASAP Cayman Atlanta Hotel LLC (2088); ASAP Cayman Denver Tech LLC (7531); ASAP Cayman Salt Lake City Hotel LLC (7546); ASAP Salt Lake City Hotel, LLC (7146); Atlanta Hotel Holdings, LLC (6450); CI Hospitality Investment, LLC (7641); Eagle Hospitality Real Estate Investment Trust (7734); Eagle Hospitality Trust S1 Pte Ltd. (7669); Eagle Hospitality Trust S2 Pte Ltd. (7657); EHT Cayman Corp. Ltd. (7656); Sky Harbor Atlanta Northeast, LLC (6846); Sky Harbor Denver Holdco, LLC (6650); Sky Harbor Denver Tech Center, LLC (8303); UCCONT1, LLC (0463); UCF 1, LLC (6406); UCRDH, LLC (2279); UCHIDH, LLC (6497); Urban Commons 4th Street A, LLC (1768); Urban Commons Anaheim HI, LLC (3292); Urban Commons Bayshore A, LLC (2422); Urban Commons Cordova A, LLC (4152); Urban Commons Danbury A, LLC (4388); Urban Commons Highway 111 A, LLC (4497); Urban Commons Queensway, LLC (6882); Urban Commons Riverside Blvd., A, LLC (4661); and USHIL Holdco Member, LLC (4796). The Debtors’ mailing address is 3 Times Square, 9th Floor New York, NY 10036 c/o Alan Tantleff (solely for purposes of notices and communications).

(III) *Approving (A) Sale of Substantially All of Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, and (B) Assumption and Assignment of Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief* (this "Motion").² In support of this Motion, the Debtors, contemporaneously herewith have filed the supporting *Declaration of Larry Kwon of Moelis & Company LLC* (the "Kwon Declaration"), and respectfully represent, as follows:

Preliminary Statement

1. The Debtors, after exploring all available options, have determined that the sale of all or substantially all of their assets (the "Assets") represents the best option to maximize the value of their estates for the benefit of their stakeholders. As discussed in greater detail in the Kwon Declaration, in furtherance of that goal, the Debtors began a process to solicit interest in the Assets (the "Sale Process") early in these chapter 11 cases, and after reviewing a number of indications of interest, entered into an *Agreement of Purchase and Sale* (the "Stalking Horse Agreement") by and among certain of the Debtors (each a "Seller" and, collectively, the "Sellers"),³ and Madison Phoenix LLC (the "Stalking Horse Bidder"), an affiliate of Monarch Alternative Capital LP and the Debtors' DIP lender.⁴ The Debtors, which heavily negotiated the Stalking Horse Agreement with the Stalking Horse Bidder, believe that the Stalking Horse Agreement represents a significant milestone in the Debtors' efforts to sell the Assets, and thus

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the First Day Declaration, Bidding Procedures, and the Stalking Horse Agreement, each as defined herein.

³ The Sellers are 5151 Wiley Post Way, Salt Lake City, LLC; Sky Harbor Atlanta Northeast, LLC; Sky Harbor Denver Tech Center, LLC; UCCONT1, LLC; UCF 1, LLC; UCHIDH, LLC; UCRDH, LLC; Urban Commons 4th Street A, LLC; Urban Commons Anaheim HI, LLC; Urban Commons Bayshore A, LLC; Urban Commons Cordova A, LLC; Urban Commons Danbury A, LLC; Urban Commons Highway 111A, LLC; Urban Commons Riverside Blvd., A, LLC; and Urban Commons Queensway, LLC. Each Seller is the owner of one of the Debtors' Hotels, with the exception of Urban Commons Queensway, LLC, which holds its Hotel under a long-term leasehold interest.

⁴ A copy of the Stalking Horse Agreement is attached as Exhibit 4 to the proposed Bidding Procedures Order (defined below), which is attached as Exhibit A hereto.

file this Motion for the purpose of advancing the bidding and marketing process for the Assets, including (i) obtaining approval of the designation of the Stalking Horse Bidder pursuant to the Stalking Horse Agreement and certain bidding protections contained therein, (ii) approving milestone dates and certain bid and other procedures related to the marketing, conduct and completion of the Debtors' sale process (collectively, the "Bidding Procedures"), (iii) scheduling key dates associated with the Sale Process, including the deadline for the submission of bids, as well as the dates of the auction and the sale hearing, and (iv) approving procedures related to the Sale Process, including notices related to the potential assumption and assignment of the Debtors' executory contracts and unexpired leases.

2. As described in greater detail herein, the Debtors respectfully submit that the Bidding Procedures provide significant flexibility to run a value-maximizing sale process, including soliciting bids, negotiating transactions, determining the manner in which to effectuate the potential sale transaction (a "Sale Transaction"), all while protecting the due process rights of all interested parties and ensuring that there is a full and fair opportunity to review and consider proposed transactions.

3. The Debtors propose to establish the following key dates and deadlines for the Sale Process:

Key Event	Deadline
Service of Cure Notice to Counterparties to Executory Contracts and Unexpired Leases	Three (3) Business Days After Entry of Bidding Procedures Order
Deadline to Object to Proposed Cure Costs	14 Days After Service of Cure Notice
Deadline to Submit Bids	May 14, 2021 at 4:00 p.m. (prevailing Eastern Time)
Deadline to File Objections to Sale Transaction	May 14, 2021 at 4:00 p.m. (prevailing Eastern Time)

Deadline for Debtors to Notify Bidders of Status as Qualified Bidders	May 18, 2021 at 4:00 p.m. (prevailing Eastern Time)
Auctions to be held if the Debtors receive more than one Qualified Bid	May 20, 2021 at 10:00 a.m. (prevailing Eastern Time)
Deadline to File Notice and Identities of Successful Bid(s) and Back-Up Bid(s)	May 21, 2021 at 4:00 p.m. (prevailing Eastern Time) or as soon as is practicable after the Auctions
Deadline to File Objections to (i) Identity of Successful Bidder, (ii) Conduct of Auctions, and (iii) Adequate Assurance	May 24, 2021 at 4:00 p.m. (prevailing Eastern Time)
Deadline to Reply to Objections	May 26, 2021 at 11:59 p.m. (prevailing Eastern Time)
Sale Hearing	May 28, 2021 (subject to the Court's availability)

4. Given the ongoing COVID-19 pandemic, closure of nearly all Debtors' Hotels, and the state of the Debtors' operations and financial condition, it is vital that the Debtors consummate a sale in an efficient and prompt manner. Accordingly, the Debtors request approval of the Stalking Horse Agreement (including the bidding protections) and the Bidding Procedures to facilitate the Sale Transaction.

Jurisdiction, Venue, and Statutory Bases

5. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b).

6. The Debtors confirm their consent, pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), to the entry of final orders by the Court in connection with this

Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

7. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

8. The bases for the relief requested herein are sections 105, 363, and 365 of title 11 of the United States Code (the “Bankruptcy Code”) and Bankruptcy Rules 2002, 6004, 6006, 9007, 9008, and 9014, and Local Rules 2002-1, 6004-1, and 9006-1.

Background

9. On January 18, 2021, the Debtors each commenced with this Court a voluntary case under chapter 11 of the Bankruptcy Code.⁵ The Debtors are authorized to continue operating their business as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

10. The Debtors’ chapter 11 cases are being jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b), Local Rule 1015-1, the *Order Directing Joint Administration of Related Chapter 11 Cases* [Docket No. 58], and the *Order Granting Debtors’ Motion for Entry of Order (I) Directing Joint Administration of Related Chapter 11 Cases, and (II) Granting Related Relief* [Docket No. 115].

11. On February 4, 2021, the Office of the United States Trustee for Region 3 (the “U.S. Trustee”) appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code (the “Committee”). *See Notice of Appointment of Committee of Unsecured Creditors* [Docket No. 148], which has been amended. No trustee or examiner has been appointed in these chapter 11 cases.

⁵ Debtor Eagle Hospitality Real Estate Investment Trust commenced its chapter 11 case on January 27, 2021.

12. A detailed description of the Debtors and their business is set forth in the *Declaration of Alan Tantleff, Chief Restructuring Officer of Eagle Hospitality Group, in Support of Debtors' Chapter 11 Petitions and First Day Motions* [Docket No. 13] (the "First Day Declaration"), which is incorporated herein by reference.

Relief Requested

13. By this Motion, pursuant to sections 105, 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9007, 9008, and 9014, and Local Rules 2002-1, 6004-1, and 9006-1, the Debtors seek the following:

- i. entry of the "Bidding Procedures Order," substantially in the form attached hereto as **Exhibit A**:
 - (a) authorizing and approving the Bidding Procedures substantially in the form attached to the Bidding Procedures Order as **Exhibit 1** thereto;
 - (b) authorizing and approving the bid protections provided to the Stalking Horse Bidder under the terms of the Stalking Horse Agreement (the "Bid Protections"), including the payment of a break-up fee (the "Break-Up Fee") and the reimbursement of expenses (the "Expense Reimbursement");
 - (c) setting the deadline for potential bidders to submit a proposal to purchase all or part of the Debtors' Assets in accordance with the terms set forth in the Bidding Procedures (the "Bid Deadline"), authorizing and scheduling auctions (the "Auctions"), and scheduling a hearing with respect to the approval of the proposed sale transaction (the "Sale Hearing");
 - (d) authorizing and approving the form and manner of notice of the sale of the Debtors' Assets, the Auctions, and the Sale Hearing, substantially in the form attached to the Bidding Procedures Order as **Exhibit 2** (the "Sale Notice");
 - (e) approving the procedures set forth in the Bidding Procedures Order (the "Assumption and Assignment Procedures") for the assumption and assignment of the Debtors' executory contracts and unexpired leases (the "Designated Contracts and Designated Leases") and the determination of the amount necessary to cure any defaults thereunder, if any (the "Cure Costs");

- (f) authorizing and approving the form and manner of notice to each relevant non-Debtor counterparty to an executory contract or unexpired lease (collectively, the “Counterparties”) regarding the Debtors’ potential assumption and assignment of certain executory contracts and unexpired leases of the Debtors and of the Debtors’ calculation of the Cure Costs, substantially in the form attached to the Bidding Procedures Order as **Exhibit 3** (the “Cure Notice”);
- ii. entry of one or more orders (each, a “Sale Order”) authorizing and approving the following:
 - (a) the sale of the Assets free and clear of all liens, claims, interests, and encumbrances, except certain permitted encumbrances as determined by the Debtors and any purchaser of the Assets, with any such liens, claims, interests and encumbrances to attach to the proceeds of such sale(s);
 - (b) the assumption and assignment of the Designated Contracts and Designated Leases; and
 - (c) granting related relief.

Sale Process and Selection of Stalking Horse Bidder

14. As set forth in the Kwon Declaration, Moelis & Company (“Moelis”) initiated the Sale Process on or about January 29, 2021. Among other things, Moelis contacted 189 potential investors, including asset managers, publicly-traded real estate investment trusts, and private equity investors, of which 86 executed non-disclosure agreements and received diligence materials through a virtual data room, and 29 submitted indications of interest (“IOIs”). Of the 29 IOIs submitted, 22 contemplated purchase of the entire portfolio of the Debtors’ Hotels (the “Hotel Portfolio”), while 7 contemplated the purchase of a subset of the Hotel Portfolio.

15. Following the receipt of such IOIs, the Debtors and their advisors determined that the Stalking Horse Bidder was the best positioned bidder at this time to submit a generally unconditional bid containing consideration superior to all IOIs received. Following negotiations with the Stalking Horse Bidder, the Debtors determined, with the assistance of their advisors, that the Stalking Horse Agreement contained the most favorable terms available at this time and

provided the Debtors with the flexibility to run a Sale Process to achieve the highest available value under the circumstances. As a result, on March 7, 2021, the Debtors executed the Stalking Horse Agreement, which agreement shall serve as the stalking horse agreement for the Assets at the Auctions (to the extent the Debtors receive another Qualified Bid for the Assets prior to the Bid Deadline).

16. The Stalking Horse Agreement provides for total consideration for the Assets in the amount of (i) an aggregate amount equal to \$470,000,000 and (ii) the Stalking Horse Bidder's assumption of the Assumed Liabilities (as defined in the Stalking Horse Agreement)⁶ (collectively, the "Stalking Horse Bid"). The Stalking Horse Bid will establish a valuable floor for the Assets with the opportunity for other bidders to top the Stalking Horse Bid in a public auction process pursuant to the Bidding Procedures proposed herein.

17. In accordance with Local Rule 6004-1, the chart below summarizes the material terms of the Stalking Horse Agreement. To the extent that there is any inconsistency between the terms of the Stalking Horse Agreement and the summary of such terms in this Motion, the terms of the Stalking Horse Agreement shall control.

MATERIAL TERMS OF THE STALKING HORSE AGREEMENT	
Purchase Price	The consideration for the purchase of the Assets payable by Buyer, or an entity designated by Buyer to Seller, pursuant to the terms of and subject to the terms and conditions of the Stalking Horse Agreement shall consist of (i) an aggregate amount equal to \$470,000,000 and (ii) the Stalking Horse Bidder's assumption of the Assumed Liabilities (as defined in the Stalking Horse Agreement) (collectively, the " <u>Purchase Price</u> "). ⁷

⁶ "Assumed Liabilities" is defined collectively as "(i) all Liabilities of Seller under the Designated Contracts and the Designated Leases solely to the extent such Liabilities arise from and after the Closing Date, (ii) all Cure Costs, and (iii) all Liabilities arising out of Buyer's ownership or operation of the Assets from and after the Closing Date." Stalking Horse Agreement § 2.1(d).

⁷ A portion of the Purchase Price may be satisfied through a credit bid of the Obligations of Seller to the DIP Lenders under the DIP Facility (as defined in the Stalking Horse Agreement). Notably, though the Stalking Horse Bidder can satisfy a portion of the Purchase Price through a credit bid of the DIP Facility, this does not reduce the value of the Stalking Horse Bid vis-a-vis the Debtors' estates because the claims under the DIP facility are superpriority administrative expense claims payable at 100 cents on the dollar.

MATERIAL TERMS OF THE STALKING HORSE AGREEMENT	
	In the event that any Assets become Excluded Assets pursuant to Section 2.1(e) of the Stalking Horse Agreement, the Purchase Price payable by Buyer thereunder shall thereafter be reduced by the amount of the Purchase Price allocated to such Designated Hotel and/or the QM Hotel which are Excluded Assets (as applicable) as set forth on Schedule A-4 attached to the Stalking Horse Agreement. See Stalking Horse Agreement § 2.2(a), (d).
Assets	The Assets consist of: A. The Hotels, defined in the Stalking Horse Agreement as, collectively, the CPDCT Hotel, the DTSLC Hotel, the ESAN Hotel, the ESPD Hotel, the FPSJ Hotel, the HISM Hotel, the QM Hotel, the HIA Hotel, the SP Hotel, the WS Hotel, the HIDH Hotel, the RDH Hotel, the SDTC Hotel, the HIOR Hotel and the HAN Hotel (each as defined in the Stalking Horse Agreement). B. Asset Related property, defined in the Stalking Horse Agreement as (subject to Section 2.1(c) of the Stalking Horse Agreement, regarding certain Excluded Property) all of each Seller's right, title and interest in and to, if any and to the extent they may be transferrable under Applicable Law including, without limitation, the Bankruptcy Code, the following with respect to each Hotel: 1. all easements or licenses benefitting the Land; all streets alleys and rights of way, open or proposed in front of or adjoining or servicing all or any part of the Land; all strips and gores in front of or adjoining all or any part of the Land; easements, tenements and hereditaments appurtenant to the Land or used in connection with the beneficial use and enjoyment of the Land or the Improvements included in the Assets or in any way appertaining to the Land or Improvements; 2. all furniture, furnishings, fixtures, rugs, vehicles, mats, carpeting, appliances, devices, engines, telephone and other communications equipment, televisions and other video equipment, cameras, security systems, plumbing fixtures and other equipment, and all other equipment and other items of tangible personal property which are now, or may hereafter prior to the Closing Date be, placed in or attached to the Hotels and are used primarily in connection with the operation of the Hotels (but not including items which are leased by Seller or owned or leased by any third party) (the "<u>FF&E</u>"); 3. Subject to Section 4.2(a) of the Stalking Horse Agreement, all development rights, air rights, wind rights, riparian rights, and water stock relating to the Land; (B) all other rights, benefits, licenses, interests, privileges, permits and authorizations benefitting the Land (excluding the Liquor Licenses); and (C) all licenses, permits and authorizations presently issued to and held by Seller in connection with the operation of all or any part of the Hotels as it is presently being operated (the "<u>Licenses and Permits</u>"); 4. all warranties, if any, issued to Seller by any manufacturer or contractor in connection with construction or installation of equipment or any component of the improvements included as part of the Hotels (the "<u>Warranties</u>"); 5. all bookings and reservations for guest, conference, meeting and banquet rooms or other facilities at the Hotels for dates from and after the Closing

MATERIAL TERMS OF THE STALKING HORSE AGREEMENT	
	Date (the “<u>Bookings</u>”), together with all deposits held by Seller with respect thereto; 6. to the extent in Seller’s possession or control, all surveys, architectural, engineering blueprints, and plans and specifications, if any, related to the Hotels, all current books and record (including, without limitation, customer and guest lists), if any, related exclusively to the Hotels, and any goodwill of Seller related to the Hotels; provided, however, that Seller may retain a copy of all books and records; 7. all items included within the definition of “Property and Equipment” under the Uniform System of Accounts for the Lodging Industry, Eleventh Revised Edition, as published by the Hotel Association of New York City, Inc. (the “<u>Uniform System of Accounts</u>”) and used primarily in the operation of the Hotel (including, without limitation, linen, china, glassware, tableware, uniforms and similar items, subject to ordinary depletion prior to the Closing Date; provided, that, there shall be no depletion of the same with respect to the Closed Hotels other than in connection with caretaking and maintenance) (the “<u>Property and Equipment</u>”); 8. all “Inventories” as defined in the Uniform System of Accounts and used primarily in the operation of the Hotels, such as provisions in storerooms, refrigerators, pantries, and kitchens, beverages in wine cellars and bars, other merchandise intended for sale or resale, fuel, mechanical supplies, stationery, guest supplies, maintenance and housekeeping supplies and other expensed supplies and similar items and including all food and beverages which are located at the Hotels, or ordered for future use at the Hotels as of the Closing, but expressly excluding any alcoholic beverages to the extent the sale or transfer of the same is not permitted under Applicable Law (the “<u>Inventories</u>”); 9. all merchandise located at the Hotels and held for sale to guests and customers of the Hotels, or ordered for future sale at the Hotels as of the Cut-Off Time, but not including any such merchandise owned by any third party (“<u>Retail Merchandise</u>”); 10. all names, tradenames, trademarks, service marks, logos, telephone and fax numbers, domain names, website names, social media sites (such as Facebook or Twitter) and other similar proprietary rights and all registrations or applications for registration of such rights used by Seller exclusively in the operation of the Hotels (the “<u>Intangible Property</u>”); and 11. all other property, assets, rights or interests owned or held by Seller and located at the Hotels or otherwise used primarily in the ownership of the Hotels or operation of the business at the Hotels other than the excluded property described in section 2.1(c) of the Stalking Horse Agreement (the “<u>Miscellaneous Assets</u>”). Provided, however, notwithstanding anything to the contrary set forth above, the Assets shall not include any Excluded Assets. See Stalking Horse Agreement §§ 1.1, 2.1(b).
Assumed Liabilities	Subject to the terms and conditions set forth in the Stalking Horse Agreement and the Sale Order, effective as of the Closing, Buyer shall assume and become responsible for

MATERIAL TERMS OF THE STALKING HORSE AGREEMENT	
	(i) all Liabilities of Seller under the Designated Contracts and the Designated Leases solely to the extent such Liabilities arise from and after the Closing Date, (ii) all Cure Costs, and (iii) all Liabilities arising out of Buyer's ownership or operation of the Assets from and after the Closing Date (collectively, the "<u>Assumed Liabilities</u>"). Buyer agrees to pay, perform, honor, and discharge, or cause to be paid, performed, honored, and discharged all Assumed Liabilities in a timely manner in accordance with the terms thereof, including paying or causing to be paid upon the later of Closing or the assumption and assignment to Buyer in accordance with this Agreement of the applicable Designated Contract or Designated Lease, all Cure Costs. For the avoidance of doubt, (x) Seller shall not be liable for, and shall have no obligation to pay or cause to be paid, any Assumed Liabilities and (y) Buyer shall not be liable for, and shall have no obligation to pay or cause to be paid, any Liabilities of Seller other than the Assumed Liabilities. See Stalking Horse Agreement § 2.1(d).
Sale to Insider Local Rule 6004-1(b)(iv)(A)	Buyer is not an insider of the Debtors.
Agreements with Management or Key Employees Local Rule 6004-1(b)(iv)(B)	None
Releases Local Rule 6004-1(b)(iv)(C)	The Stalking Horse Agreement contains releases that release Sellers from all Claims arising from or connected with the Assets, except for any Claims arising from fraudulent acts committed by any Seller in connection with the transaction contemplated by the Stalking Horse Agreement. Such releases do not apply to Urban Commons or its Affiliates (each as defined in the Stalking Horse Agreement). See Stalking Horse Agreement § 7.2
Private Sale/No Competitive Bidding Local Rule 6004-1(b)(iv)(D)	The Stalking Horse Agreement contemplates one or more auctions. All Auctions with respect to any Assets will be held concurrently on the same date; <u>provided</u>, an Auction solely with respect to the QM Hotel may be held on a separate date subject to the terms of the Stalking Horse Agreement. See Bidding Procedures.
Closing and Other Deadlines Local Rule 6004-1(b)(iv)(E)	The closing of the sale and purchase of the Assets shall take place remotely via the electronic exchange of documents and signature pages (or such other location as shall be mutually agreed upon by each of Buyer and each Seller) commencing at 10:00 a.m., New York City time, on a date (such date, as the same may be modified pursuant to Section 2.4(a) and Section 8.3(b) of the Stalking Horse Agreement, the "<u>All Asset Closing Date</u>") that is the third (3rd) Business Day following the date upon which all of the conditions to the obligations of each of Buyer and each Seller to consummate the transactions contemplated in the Stalking Horse Agreement and set forth in <u>ARTICLE V</u> (other than conditions that by their nature are to be satisfied at the Closing itself, but subject to the satisfaction or waiver of those conditions) have been satisfied or waived, or on such other date as shall be mutually agreed upon by each of Buyer and each Seller prior thereto. For purposes of the Stalking Horse Agreement and the transactions contemplated hereby, the Closing will be deemed to occur and be

MATERIAL TERMS OF THE STALKING HORSE AGREEMENT	
	effective, and title to and risk of loss associated with the Assets, shall be deemed to be effective as of 12:01 a.m., New York City time, on the Closing Date (including for accounting purposes), but after giving effect to any actions taken by each Seller on the Closing Date prior to the Closing. The All Asset Closing Date and the Delayed QM Closing Date are each, respectively, referred to in the Stalking Horse Agreement, as a “<u>Closing Date</u>” and “<u>Closing Date</u>” shall mean the respective appropriate Closing Date for each Closing, as the context so requires. Each closing taking place on a Closing Date, is referred to herein as the “<u>Closing</u>.”⁸ Seller shall comply with the following timeline (the “<u>Bankruptcy Case Milestones</u>”): A. <u>Milestone One</u>. No later than March 31, 2021, Seller shall obtain entry of the Bidding Procedures Order. B. <u>Milestone Two</u>. No later than May 24, 2021, the Auction (if necessary) shall have been held pursuant to the Bidding Procedures Order. C. <u>Milestone Three</u>. No later than June 1, 2021, the Bankruptcy Court shall have held the Sale Hearing to consider entry of the Sale Order. The Parties may terminate the Stalking Horse Agreement at any time prior to the Closing by any Party by giving written notice to the other Parties if the Closing shall not have occurred prior to June 30, 2021 (the “<u>Outside Date</u>”); provided, however, that if the Closing shall not have occurred due to the failure of the Bankruptcy Court to enter the Sale Order and if all other conditions to the respective obligations of the Parties to close hereunder that are capable of being fulfilled by the Outside Date shall have been so fulfilled or waived, then no Party may terminate the Stalking Horse Agreement pursuant to Section 12.1(b)(ii) of the Stalking Horse Agreement prior to the Outside Date; provided, further, that if the Closing shall not have occurred on or before the Outside Date primarily due to a material breach of any representations, warranties, covenants or agreements contained in this Agreement by Buyer or Seller, then the breaching Party may not terminate this Agreement pursuant to Section 12.1(b)(ii) of the Stalking Horse Agreement. See Stalking Horse Agreement §§ 2.4(a), 4.10, 12.1(b)(ii).
Good Faith Deposit Local Rule 6004- 1(b)(iv)(F)	Within one Business Day of the entry of the Bidding Procedures Order, Buyer shall deposit with Title Company, as escrow agent (in such capacity, “<u>Escrow Agent</u>”), Forty Seven Million and no/100 Dollars (\$47,000,000.00) (such cash deposit, together with all accrued interest thereon, shall be referred to as the “<u>Deposit</u>”) in immediately available funds by wire transfer to the Escrow Account designated by Escrow Agent

⁸ The “Delayed QM Closing Date” is defined at Section 2.1(f) of the Stalking Horse Agreement, which provides that “Seller shall have the right to postpone the sale of the QM Hotel until the City of Long Beach approves Buyer as a successor lessee with respect thereto and the closing conditions relating to the QM Hotel are satisfied, at which point the Closing with respect to the QM Hotel (the “Delayed QM Closing”) shall occur on a date agreed by Buyer and Seller (the “Delayed QM Closing Date”) otherwise on the terms set forth herein.” Stalking Horse Agreement § 2.1(f). For the avoidance of doubt, no Cure Costs related to the QM Hotel Designated Contracts or Designated Leases related to the QM Hotel shall be paid prior to the Delayed QM Closing.

MATERIAL TERMS OF THE STALKING HORSE AGREEMENT	
	to Buyer. The Deposit and the Independent Consideration⁹ shall (i) be promptly released by Escrow Agent to Seller upon receipt thereof by the Escrow Agent, and (ii) not be returned to Buyer for any reason, notwithstanding any other provision of the Stalking Horse Agreement except if the Stalking Horse Agreement is terminated pursuant to (A) Section 3.2(a), (B) Section 8.3(b), (C) Section 9.2(b) or (D) Section 12.1 (other than Section 12.1(d)). For the avoidance of doubt, the Deposit paid by the Stalking Horse Bidder shall not constitute DIP Collateral for purposes of the DIP Facility or Final DIP Order. In the event that any Assets become Excluded Assets pursuant to Section 2.1(e) of the Stalking Horse Agreement, (i) the Deposit being held by Seller shall be reduced by the Allocated Deposit Amount allocated to such Designated Hotel and/or the QM Hotel which are Excluded Assets (as applicable) as set forth on Schedule A-4 attached to the Stalking Horse Agreement, (ii) such amount shall be promptly returned to the Buyer, and (iii) moving forward the term “Deposit” shall refer to the Deposit minus the amounts returned to the Buyer pursuant to Section 2.3(c) of the Stalking Horse Agreement. See Stalking Horse Agreement § 2.3(a), (c).
Interim Arrangements with Stalking Horse Bidder Local Rule 6004-1(b)(iv)(G)	None.
Use of Proceeds Local Rule 6004-1(b)(iv)(H)	None.
Tax Exemption Local Rule 6004-1(b)(iv)(I)	Seller shall use its reasonable best efforts to cause the Bankruptcy Court to enter a Sale Order which contains, among other provisions, the following provisions: (a) pursuant to Section 1146(c) of the Bankruptcy Code, the transactions contemplated by the Stalking Horse Agreement shall be exempt from stamp, sales, use, transfer and certain other taxes, the so-called “bulk sales” laws shall be waived in all necessary jurisdictions, and the transactions contemplated herein shall be deemed to be under or in contemplation of a plan to be confirmed under Section 1129 of the Code; and (b) obligations of Seller relating to Taxes (other than Transfer Taxes), whether arising under law, by the Stalking Horse Agreement, or otherwise, shall be fulfilled by Seller. See Stalking Horse Agreement § 13.1(a).
Record Retention Local Rule 6004-1(b)(iv)(J)	None.
Sale of Avoidance Actions Local Rule 6004-1(b)(iv)(K)	None
Requested Findings as to Successor Liability	None

⁹ “Independent Consideration” is defined in the Stalking Horse Agreement as an amount of One Hundred and No/100 Dollars (\$100.00). Stalking Horse Agreement § 2.3(b).

MATERIAL TERMS OF THE STALKING HORSE AGREEMENT	
Local Rule 6004-1(b)(iv)(L)	
Sale Free and Clear of Unexpired Leases Local Rule 6004-1(b)(iv)(M)	The Permitted Exceptions include (i) solely to the extent provided under the Bankruptcy Code, rights of tenants as tenants only under the Leases, and (ii) rights of vendors and holders of security interests on personal property installed at the Hotels by tenants under the Leases and rights of such tenants to remove fixtures at the expiration of the term of the Lease of such tenant in each case solely to the extent provided under the Bankruptcy Code.
Credit Bid Local Rule 6004-1(b)(iv)(N)	Buyer shall be entitled to Credit Bid all of the Obligations of Seller to the DIP Lenders under the DIP Facility. However, these obligations are all post-petition superpriority administrative expense claims for which the lender would be entitled to payment in full in any event.
Relief from Bankruptcy Rule 6004(h) Local Rule 6004-1(b)(iv)(O)	The Debtors request waivers of the fourteen-day stay requirements under Bankruptcy Rules 6004(h) and 6006(d) and that the Sale Order be effective immediately upon entry. See Motion [¶ 58].
Provisions Providing Bid Protections to “Stalking Horse” or Initial Bidder Local Rule 6004-1(c)(i)(C)	(a) <u>Break-Up Fee and Expense Reimbursement</u>. In consideration for, among other things, Buyer having expended considerable time and expense in connection with this Agreement and the negotiation thereof and the identification and quantification of the Assets, Sellers shall pay to Buyer, if and to the extent payable in accordance with the terms hereof and the Bidding Procedures Order: (i) a break-up fee (the “<u>Break-Up Fee</u>”) in an amount equal to: A. \$9,400,000, representing two percent (2%) of the full amount of the Purchase Price, in the event a Competing Bid is consummated with respect to all Hotels; B. \$9,100,000, representing two percent (2%) of the full Purchase Price less the amount of the Purchase Price allocated to the QM Hotel under the “Individual Allocation” section on Schedule A-4 attached to the Stalking Horse Agreement, in the event a Competing Bid is consummated with respect to all Hotels other than the QM Hotel; or C. two percent (2%) of the Purchase Price allocated to each applicable Hotel under the “Individual Allocation” section on Schedule A-4 attached to the Stalking Horse Agreement, in the event a Competing Bid is consummated with respect to one or more of the Designated Hotels and/or the QM Hotel, as applicable; and (ii) in the event a Competing Bid is consummated with respect to (A) all Hotels, or (B) all Hotels other than the QM Hotel, in each case, the amount of the reasonable and documented out-of-pocket expenses of Buyer incurred in connection with the transactions contemplated hereby up to an aggregate amount of Three Million and No/100 Dollars (\$3,000,000.00) (the “<u>Expense Reimbursement</u>” and, together with the Break-Up Fee, collectively, the “<u>Termination Payment</u>”); provided, that, for the avoidance of doubt, no Expense Reimbursement shall be due in connection with consummation of a

MATERIAL TERMS OF THE STALKING HORSE AGREEMENT	
	Competing Bid comprised solely of Designated Hotels and/or the QM Hotel. In the case of Section 4.8(a)(i)(A) and Section 4.8(a)(i)(B) of the Stalking Horse Agreement, the Break-up Fee and/or Expense Reimbursement, shall only be payable upon the occurrence of both (A) the termination of the Stalking Horse Agreement by (1) Buyer or Seller pursuant to Section 12.1(b)(ii) of the Stalking Horse Agreement, or (2) by Seller in the exercise of its “fiduciary out” under the Bidding Procedures, or (3) by Buyer pursuant to Sections 3.2(a), 12.1(c), 12.1(e), 12.1(f) or 12.1(g) of the Stalking Horse Agreement, and (B) the consummation of an applicable Competing Bid. In the case of Section 4.8(a)(i)(C) of the Stalking Horse Agreement, the Break-up Fee shall be payable upon the consummation of an applicable Competing Bid. For the avoidance of doubt, in the event Seller consummated a Competing Bid for all of the Hotels other than the QM Hotel, Buyer may terminate the Stalking Horse Agreement and will be entitled to the Termination Payment allocated to the Hotels other than the QM Hotel (i.e., \$9,100,000 Break-up Fee and Expense Reimbursement up to \$3,000,000). If payable under the Stalking Horse Agreement, the Break-up Fee and/or the Expense Reimbursement, as applicable, shall be paid promptly (and in any event within three (3) Business Days of consummation of a Competing Bid) by Sellers to Buyer in immediately available funds to one or more bank accounts of Buyer (or any of its designees) designated in writing by Buyer to Sellers. For the avoidance of doubt, for a Competing Bid that is a plan of reorganization the Termination Payment shall be payable no later than the third (3rd) Business Day following the effective date of such plan. In the event that Buyer exercises its rights under Section 2.1(f) of the Stalking Horse Agreement with respect to the QM Hotel, Buyer shall not be entitled to any Break-Up Fee with respect to the QM Hotel if Sellers later consummate a Competing Bid with respect to the QM Hotel. See Stalking Horse Agreement §§ 4.8(a).

The Bidding Procedures

18. The Bidding Procedures are designed to promote a competitive and robust sale process for the Debtors’ Assets. If approved, the Bidding Procedures will allow the Debtors to solicit and identify bids from potential bidders that constitute the highest or otherwise best offers for all or parts of the Debtors’ Hotel Portfolio.

19. The Bidding Procedures are sufficiently flexible to allow the Debtors and potential bidders to craft sales that will obtain the highest value for the estates. Potential bidders have the option of seeking to acquire either: (i) all fifteen (15) Hotels; (ii) all Hotels other than

the QM Hotel (as defined in the Stalking Horse Agreement); or (iii) one or more of the Designated Hotels and/or the QM Hotel (each as defined in the Stalking Horse Agreement).

20. Adding to this flexibility, the Bidding Procedures also provide that the Debtors, after consultation with the advisors to the Committee, may consider competing bids in the form of a chapter 11 plan of reorganization, subject to the requirements set forth in the Bidding Procedures (a “Chapter 11 Plan Bid”). Further, the Debtors and their professionals, after consultation with the Committee, are permitted to engage with one or more Potential Bidders for the purpose of soliciting a joint Bid or combining separate Bids into a joint Bid that qualifies as a Qualified Bid for substantially all of the Assets or substantially all of the Assets other than the QM Hotel.¹⁰ The Debtors may do so until the commencement of the Auctions.

21. The Bidding Procedures are attached to the Bidding Procedures Order and therefore are not restated herein in their entirety. The Debtors will have the ability to alter the Bidding Procedures based upon the exigencies of a given situation if the Debtors determine, in their business judgment, in a manner consistent with their fiduciary duties and applicable law, and in consultation with certain parties as provided in the Bidding Procedures.

22. Pursuant to Local Rule 6004-1(c), certain of the key terms of the Bidding Procedures are highlighted in the chart below. To the extent that there is any inconsistency between the terms of the Bidding Procedures and the summary of such terms in this Motion, the terms of the Bidding Procedures shall control.

MATERIAL TERMS OF THE BIDDING PROCEDURES	
Provisions Governing Qualification of Bidders and Qualified Bids	A. Bid Deadline – the deadline to submit a binding and irrevocable offer to acquire the Assets is May 14, 2021 at 4:00 p.m. prevailing Eastern Time

¹⁰ Coordination of Potential Bidders facilitated by the Debtors shall not constitute collusion.

MATERIAL TERMS OF THE BIDDING PROCEDURES	
Local Rule 6004-1(c)(i)(A)-(B)	B. Potential Bidder Requirements – To access the Debtors’ confidential electronic data room (the “<u>Data Room</u>”) of the Debtors’ material documents, a potential bidder (a “<u>Potential Bidder</u>”) must submit: 1. <u>Confidentiality Agreement</u>. An executed confidentiality agreement in form and substance satisfactory to the Debtors and prepared after consultation with advisors to the Committee (unless such party is already a party to an existing confidentiality agreement with the Debtors that is acceptable to the Debtors for this due diligence process, in which case such agreement shall govern); 2. <u>Financial Wherewithal</u>. Sufficient information, as reasonably determined by the Debtors after consultation with advisors to the Committee, to allow the Debtors to determine that the interested party (i) has the financial wherewithal to consummate the applicable Sale Transaction and (ii) intends to access the Data Room for a purpose consistent with the Bidding Procedures. C. Qualified Bid Requirements – The Debtors, in their reasonable judgment, will determine whether such bids may qualify as Qualified Bids. 1. <u>Identity of Bidder</u>. A Qualified Bid must fully disclose, by their legal names, the identity of the Potential Bidder and each entity that will be participating in its bid, and the complete terms of any such participation. 2. <u>Acquired Property</u>. A Qualified Bid must clearly identify in writing the particular Assets the Potential Bidder seeks to acquire from the Debtors. Qualified Bids must seek to acquire either (i) all fifteen (15) Hotels; (ii) all Hotels other than the QM Hotel (as defined in the Stalking Horse Agreement); or (iii) one or more of the following properties: DTSLC Hotel, ESAN Hotel, ESPD Hotel, FPSJ Hotel, HAN Hotel, and SDTC Hotel (each as defined in the Stalking Horse Agreement, and collectively, the “<u>Designated Hotels</u>”) and the QM Hotel (as defined in the Stalking Horse Agreement).¹¹ 3. <u>Purchase Price</u>. A Qualified Bid must specify the price (the “<u>Purchase Price</u>”) proposed to be paid for each Asset, provided that any such Bid which contemplates purchasing one or more of the Designated Hotels and/or the QM Hotel shall identify, for each such Asset, the allocation of the Purchase Price (which shall include any “<u>Release Price</u>” by which each such Asset may be removed from the Bid); provided, further that each Qualified Bid shall also include an amount of cash necessary to satisfy the Minimum Overbid Amount.¹²

¹¹ As set forth in the Bidding Procedures a Potential Bidder may also submit a Bid for any subset of any of the Assets, even if such Bid does not meet the criteria of clauses (i) through (iii). Such a Bid, on its own, will not constitute a Qualified Bid upon submission. Following the Bid Deadline until the commencement of the Auctions, the Debtors and their professionals may engage with one or more Potential Bidders for the purpose of soliciting a joint Bid or combining separate Bids into a joint Bid that meets the criteria of clauses (i) through (iii) and qualifies as a Qualified Bid.

¹² As defined in the Bidding Procedures, Minimum Overbid Amount” means the “the sum of (a) the Break-Up Fee (as defined in the Stalking Horse Agreement), (b) the Expense Reimbursement (as defined in the Stalking Horse Agreement), if any, and (c) for a Bid for (i) all fifteen (15) Hotels or all Hotels other than the QM Hotel, \$1,000,000, or (ii) one or more of the Designated Hotels and/or the QM Hotel, \$500,000 per each such Hotel. Under the Stalking Horse Agreement, the amount of the Break-Up Fee and the Expense Reimbursement depends

MATERIAL TERMS OF THE BIDDING PROCEDURES	
	4. <u>Assumed Liabilities.</u> Each Bid must clearly identify the particular liabilities, if any, the Potential Bidder intends to assume. 5. <u>Form of Consideration.</u> The Purchase Price, with the exception of the Credit Bid component of a Bid submitted by the Stalking Horse Bidder, shall consist only of cash consideration. 6. <u>Credit Bid.</u> Other than the Stalking Horse Bidder, no party shall be authorized to credit bid. 7. <u>Joint Bids.</u> The Debtors, after consultation with advisors to the Committee, will be authorized to approve joint Bids in their reasonable discretion on a case-by-case basis and subject to a written statement that such joint bidders have not engaged in collusion with respect to the submission of any Bid. Notwithstanding anything to the contrary in these Bidding Procedures, the Bidding Procedures Order, or the Stalking Horse Agreement: a. Potential Bidders may submit a Bid for a subset of any of the Assets; and b. If such a Bid meets the criteria to be a Qualified Bid but for the particular Asset(s) the Potential Bidder seeks to acquire, then the Debtors and their professionals, after consultation with advisors to the Committee, are permitted to engage with such Potential Bidders for the purpose of soliciting a joint Bid or combining separate Bids into a joint Bid that qualifies as a Qualified Bid for substantially all of the Assets or substantially all of the Assets other than the QM Hotel. The Debtors may do so until the commencement of the Auction(s). For the avoidance of doubt, Potential Bidders may work together to accomplish such a joint Bid, which shall not constitute collusion. 8. <u>Deposit.</u> A Qualified Bid must be accompanied by a good faith cash deposit in the amount of no less than ten percent (10%) of the applicable Purchase Price. a. To the extent a Qualified Bidder increases the Purchase Price before, during, or after the Auctions, the Debtors reserve the right to require that such Qualified Bidder adjust its Deposit so that it equals ten percent (10%) of the increased Purchase Price. b. Each Successful Bidder's deposit (if any) shall be applied against the equivalent portion of the Purchase Price of its Successful Bid upon the consummation of the applicable Sale Transaction. c. A deposit of any Qualified Bidder will be forfeited to the Debtors if (a) the Qualified Bidder attempts to modify, amend, or withdraw its Qualified Bid, except as permitted in the Bidding Procedures or with the Debtors' written consent, during the time the Qualified Bid remains binding and irrevocable or

on whether the winning bid (other than the bid submitted by the Stalking Horse) covers all of the Assets or only a subset thereof." A schedule setting forth the calculation of the Break-Up Fee and the Expense Reimbursement, if any, under various scenarios is attached to the Bidding Procedures as Schedule 1 thereto.

MATERIAL TERMS OF THE BIDDING PROCEDURES	
	(b) the Qualified Bidder is selected as a Successful Bidder and fails to enter into the required definitive documentation or to consummate the applicable Sale Transaction in accordance with the Bidding Procedures. d. The terms of the Stalking Horse Bidder's deposit shall be governed exclusively by the Stalking Horse Agreement. 9. <u>Proposed Asset/Stock Purchase Agreement.</u> A Qualified Bid must include, in both PDF and MS- WORD format, a purchase agreement signed by an authorized representative of such bidder (the "<u>Proposed Purchase Agreement</u>"), together with a copy of the same that has been marked against the Stalking Horse Agreement, a copy of which is located in the Debtors' data room. 10. <u>Chapter 11 Plan Bid.</u> A Chapter 11 Plan Bid must be accompanied by (i) a Proposed Purchase Agreement, signed by an authorized representative of such bidder, pursuant to which the bidder proposes to effectuate the Sale Transaction or (ii) an executed investment agreement (the "<u>Proposed Investment Agreement</u>"), signed by an authorized representative of such bidder, pursuant to which the bidder proposes to effectuate a recapitalization of the Debtors pursuant to a chapter 11 plan of reorganization. 11. <u>Queen Mary Employee Obligations.</u> A Qualified Bid that includes the QM Hotel must (i) specify whether the Potential Bidder intends to hire all of the employees of Urban Commons Queensway, LLC (the "<u>Queen Mary Debtor</u>") and (ii) expressly propose the treatment of the Queen Mary Debtor's prepetition compensation, incentive, retention, bonus or other compensatory arrangements, plans, or agreements, including, offer letters, employment agreements, collective bargaining agreements, pension plans, consulting agreements, severance arrangements, retention bonus agreements, change in control arrangements, retiree benefits, and any other employment related agreements and related liabilities (collectively, the "<u>Queen Mary Employee Obligations</u>"). 12. <u>Designation of Contracts and Leases.</u> A Qualified Bid must identify with particularity each executory contract and unexpired lease, the assumption and assignment of which is a condition to closing the applicable Sale Transaction. 13. <u>Disclosure of Connections:</u> A Qualified Bid must fully disclose any connections or agreements with the Debtors, any other known Potential Bidder and/or any officer or director of the Debtors. 14. <u>Financial Information.</u> A Qualified Bid must include the following: a. A Qualified Bid must contain such financial and other information that allows the Debtors to make a reasonable determination as to the Potential Bidder's financial and other capabilities to consummate the applicable Sale Transaction, including: (i) without limitation, such financial and other information setting forth the Potential Bidder's ability to perform under any contracts that are assumed and assigned to such party,

MATERIAL TERMS OF THE BIDDING PROCEDURES	
	(ii) current financial statements or similar financial information certified to be true and correct as of the date thereof, (iii) proof of financing commitments (if needed) to close the applicable Sale Transaction (not subject to, in the Debtors' sole discretion, after consultation with advisors to the Committee, any unreasonable conditions), (iv) contact information for verification of such information, including any financing sources, and (v) any other information reasonably requested by the Debtors necessary to demonstrate that the Potential Bidder has the ability to close the applicable Sale Transaction in a timely manner. 15. <u>Representations and Warranties.</u> A Qualified Bid must include the following representations and warranties: a. Statement that the Potential Bidder had an opportunity to conduct all due diligence regarding the applicable Assets prior to submitting bid, b. Statement that the Potential Bidder relied solely upon its own due diligence in making its bid, c. Statement that the Potential Bidder agrees to serve as Back-Up Bidder, if its bid is selected as the next highest or next best bid after the Successful Bid with respect to the applicable Assets, d. Statement that the Potential Bidder has not engaged in any collusion with respect to the submission of its bid, e. Statement that all proof of financial ability to consummate the applicable Sale Transaction in a timely manner and all information provided to support adequate assurance of future performance is true and correct, and f. Statement that the Potential Bidder agrees to be bound by the terms of the Bidding Procedures. 16. <u>Required Approvals.</u> a. If applicable, a statement that the Potential Bidder has made or will make in a timely manner all necessary filings under applicable antitrust laws and pay any related fees. b. If applicable, explanation or evidence of Potential Bidder's plan and ability to obtain all governmental, regulatory, or other third-party approvals to operate or own the Assets, including, an explanation from the bidder's legal counsel to the Debtors' legal counsel such Potential Bidder's regulatory analysis, strategy, and timeline for securing all such approvals as soon as reasonably practicable, and in no event later than the time period contemplated in the Proposed Purchase Agreement. c. Bid is reasonably likely (based on antitrust or other regulatory issues, experience, and other considerations) to be

MATERIAL TERMS OF THE BIDDING PROCEDURES	
	consummated, if selected as the Successful Bid, within a time frame acceptable to the Debtors in consultation with the advisors to the Committee. 17. <u>Authorization</u>. A Qualified Bid must include evidence of corporate authorization with respect to the submission, execution, and delivery of a bid, participation in the Auctions, and closing the Sale Transaction(s) contemplated by the applicable Proposed Purchase Agreement. 18. <u>Other Requirements</u>. a. A Qualified Bidder must agree to serve as a back-up bidder if such bidder's Qualified Bid is selected as the next highest or next best bid after the Successful Bid with respect to the applicable Assets. b. A Qualified Bid must be binding, unconditional, and irrevocable until the first business day following the close of any Sale Transaction(s) with the Successful Bidder(s) for the applicable Assets. c. A Qualified Bid (other than the Stalking Horse Bid) must include a statement that the Bid does not entitle the Potential Bidder to any break-up fee, termination fee, expense reimbursement or similar type of payment or reimbursement, and a waiver of any substantial contribution administrative expense claims under section 503(b) of the Bankruptcy Code related to the bidding process. d. Provide contact information of the specific person(s) whom the Debtors or their advisors should contact in the event that the Debtors have any questions or wish to discuss the Bid submitted by the Potential Bidder. e. Written evidence of available cash, a commitment for financing (not subject to any conditions other than those expressly set forth in the Proposed Purchase Agreement) and such other evidence of ability to consummate the transaction contemplated by the Proposed Purchase Agreement, the Bidding Procedures Order, and the Bidding Procedures, as acceptable in the Debtors' business judgment. f. Provide the identity of each entity that will be participating in connection with such Bid and taking ownership of the Assets and a copy of a board resolution or similar document demonstrating the authority of the Potential Bidder to make a binding and irrevocable bid on the terms proposed and to consummate the transaction contemplated by the Proposed Purchase Agreement g. Covenant to cooperate with the Debtors to provide pertinent factual information regarding the Potential Bidder's operations reasonably required to analyze issues arising with respect to any applicable antitrust laws and other applicable regulatory requirements.
Provisions Providing Bid Protections to	A. As set forth in greater detail in Section 4.7(a) of the Stalking Horse Agreement, and subject to the conditions contained therein, the Stalking Horse Bidder is

MATERIAL TERMS OF THE BIDDING PROCEDURES	
“Stalking Horse” or Initial Bidder Local Rule 6004-1(c)(i)(C)	entitled, upon consummation of a Competing Bid (as defined in the Stalking Horse Agreement), to payment of (i) reasonable and documented expenses of the Stalking Horse Bidder incurred in connection with the transactions contemplated by the Stalking Horse Agreement up to an aggregate amount of Three Million Dollars \$3,000,000.00 (the “<u>Expense Reimbursement</u>”); and, (ii) an amount equal to two percent (2%) of \$470,000,000 (the “<u>Break-Up Fee</u>”) (or, in the event that a Break-Up Fee is payable following consummation of a Competing Bid with respect to one or more of the Designated Hotels or the QM Hotel, two percent (2%) of the amount allocated to such hotels that are covered by the Competing Bid). Under the Stalking Horse Agreement, the sum of the Expense Reimbursement and Break-Up Fee is the “<u>Termination Payment</u>.” B. The Bidding Procedures reflect the Termination Payment provisions of the Stalking Horse Agreement by requiring that a Qualified Bid (with the exception of a Qualified Bid submitted by the Stalking Horse Bidder, include an amount of cash necessary to satisfy the “<u>Minimum Overbid Amount</u>,” defined as “the sum of (a) the Break-Up Fee (as defined in the Stalking Horse Agreement), (b) the Expense Reimbursement (as defined in the Stalking Horse Agreement), if any, and (c) for a Bid for (i) all fifteen (15) Hotels or all Hotels other than the QM Hotel, \$1,000,000, or (ii) one or more of the Designated Hotels and/or the QM Hotel, \$500,000 per each such Hotel. Under the Stalking Horse Agreement, the amount of the Break-Up Fee and the Expense Reimbursement depends on whether the winning bid (other than the bid submitted by the Stalking Horse) covers all of the Assets or only a subset thereof.” A schedule setting forth the calculation of the Break-Up Fee and the Expense Reimbursement, if any, under various scenarios is attached to the Bidding Procedures as <u>Schedule 1</u> thereto.
Modification of Bidding and Auction Procedures Local Rule 6004-1(c)(i)(D)	A. The Debtors may extend the Bid Deadline without further order of the Bankruptcy Court after consultation with advisors to the Committee. B. The Debtors reserve the right to work with any Potential Bidder in advance of the Auctions to cure any deficiencies in a bid that is not initially deemed a Qualified Bid. C. The Debtors, after consultation with advisors to the Committee, reserve the right to adapt and may increase or decrease the Minimum Auction Bid Increments at any time during the Auctions. D. The Debtors may, in the exercise of their business judgment, adopt rules for the Auctions consistent with the Bidding Procedures and the Bidding Procedures Order that the Debtors, in consultation with advisors to the Committee, reasonably determine to be appropriate to promote competitive auctions. E. The Sale Hearing may be adjourned or continued to a later date by the Debtors, after advance notice to the Stalking Horse Bidder and consultation with advisors to the Committee, by sending notice prior to or making an announcement at the Sale Hearing. No further notice of any such adjournment or continuance will be required to be provided to any party. F. The Debtors may extend the Sale Objection deadline, as the Debtors deem appropriate in the exercise of their reasonable business judgment, after consultation with advisors to the Committee.
Closing with Alternative Backup Bidders	A. The Debtors may identify which Qualified Bid(s) constitute the second highest or otherwise best bid(s) and deem such second highest or otherwise best bid(s) each a Back-Up Bid.

MATERIAL TERMS OF THE BIDDING PROCEDURES	
Local Rule 6004-1(c)(i)(E)	B. Back-Up Bid(s) shall remain open and irrevocable until the earliest to occur of: 1. applicable “outside date” for consummation of the Sale Transaction set forth in the Back-Up Bid, 2. consummation of the Sale Transaction with a Successful Bidder, and 3. release of such Back-Up Bid by the Debtors in writing (such date, the “<u>Back-Up Bid Termination Date</u>”). C. If a Sale Transaction with a Successful Bidder is terminated prior to the Back-Up Bid Termination Date, the Back-Up Bidder shall be deemed a Successful Bidder and shall be obligated to consummate the Back-Up Bid as if it were a Successful Bid.
Provisions Governing the Auctions Local Rule 6004-1(c)(ii)	A. If the Debtors select a Stalking Horse Agreement and do not receive any Qualified Bids (other than the Stalking Horse Bid) for any of the Assets on the same or better terms as provided in the Stalking Horse Bid by the Bid Deadline, the Debtors will not conduct the Auctions and shall file a notice with the Bankruptcy Court indicating that the Auctions have been cancelled. The Debtors shall also publish such notice on the website of their claims and noticing agent, Donlin Recano. If no other Qualified Bid is received, but a Stalking Horse Agreement is entered into, the Stalking Horse Bidder shall be deemed the Successful Bidder and the Stalking Horse Bid shall be deemed a Successful Bid. B. If the Debtors receive any Qualified Bids (other than the Stalking Horse Bid), the Debtors will conduct the Auctions on May 20, 2021 beginning at 10:00 a.m. (prevailing Eastern Time), or such other date as may be determined by the Debtors in consultation with advisors to the Committee, virtually pursuant to procedures to be timely filed on the Bankruptcy Court’s docket. All Auctions with respect to any Assets will be held concurrently on the same date; provided, an Auction solely with respect to the QM Hotel may be held on a separate date subject to the terms of the Stalking Horse Agreement. C. The Debtors, after consultation with advisors to the Committee and based upon the makeup of Qualified Bids shall structure one or more Auctions with the goal of maximizing value to the Debtors’ estates. D. Participants and Attendees: 1. Only Qualified Bidders will be eligible to participate in the Auctions. 2. Advisors and/or other representatives of the Debtors and of the Committee shall be permitted to attend and observe the Auctions. 3. Qualified Bidder(s) must confirm on record that they have not engaged in any collusion. E. Auction Procedures: 1. The Auctions will be transcribed or recorded. 2. Bidding for the Assets will start with the highest or otherwise best purchase price and/or terms received as determined by the Debtors after consultation with advisors to the Committee. 3. Minimum Auction Bid Increments will be communicated to Qualified Bidders, after consultation with advisors to the Committee, prior to the commencement of the Auctions. The Debtors, after consultation with advisors to the Committee, reserve the right to modify and may increase or decrease such Minimum Auction Bid Increments at any time during

MATERIAL TERMS OF THE BIDDING PROCEDURES	
	the Auctions. The Stalking Horse Bidder and other Qualified Bidders may increase their bids at the Auctions. 4. All material terms of each Qualified Bid submitted in response to any successive bids made at the Auctions will be disclosed to all other bidders.

Time Periods Set Forth in Bidding Procedures Are Appropriate and Reasonable

23. In formulating the Bidding Procedures and the time periods set forth therein, the Debtors balanced the need to provide adequate and appropriate notice to parties in interest and potential bidders with the need to quickly and efficiently run a sale process with the Debtors' available liquidity to achieve the highest value available at this time.

24. The Debtors believe that the time periods set forth in the Bidding Procedures are reasonable and will provide all parties with sufficient time to conduct due diligence (including Hotel site visits) and submit a bid for all or part of the Debtors' Hotel Portfolio. In particular, potential bidders will have until May 14, 2021 (fifty-two (52) days from the proposed Bidding Procedures hearing date set forth in the contemporaneously filed motion to shorten and sixty-six (66) days from the filing of this Motion) to submit bids. Relatedly, as a result of having participated in the Sale Process, numerous potential bidders have already obtained access to comprehensive information prepared by the Debtors and their advisors that is maintained in an electronic data room.

25. The Bidding Procedures also contemplate that the Sale Hearing will take place by the end of May 2021, over 4 months prior to the October 15, 2021 sale milestone under the Final DIP Order. The Debtors believe that the period of time set forth in the Bidding Procedures balances the Debtors' need to market their Assets in a robust manner, while also preventing the unnecessary accrual of expenses from the Hotels, most of which are still closed. This is critical because payment of such expenses represents accrual of additional indebtedness under the

Debtors' DIP financing, which is the only source of liquidity currently available to the Debtors. Moreover, it is important to "strike while the iron is hot." Although there has been significant interest in acquiring the Debtors' assets to date, it is unclear at what level such interest will continue. Thus, proceeding with the sale process on the proposed timeline will help the Debtors secure a value-maximizing sale transaction.

26. In light of the foregoing, the Debtors have determined that pursuing the Bidding Procedures is in the best interests of the Debtors' estates.

Assumption and Assignment Procedures

27. The Assumption and Assignment Procedures set forth in the Bidding Procedures Order will, among other things, govern the Debtors' provision of notice to all Counterparties of Cure Costs in the event the Debtors decide to transfer such contracts in connection with a Sale Transaction. The Debtors propose to file a Cure Notice with this Court and serve the Cure Notice on the Counterparties no later than three (3) business days after entry of the Bidding Procedures Order. The Cure Notice would include (A) Seller's proposed Cure Costs that the Debtors believe must be paid to cure all defaults associated with each such executory contract or unexpired lease, (B) information supplied by Buyer or its designee intended to provide such Counterparty with adequate assurance of future performance, and (C) the deadline to object to the assumption and assignment of such executory contract or unexpired lease. If approved, any Cure Objection or Adequate Assurance Objection with respect to the Stalking Horse Bidder must be filed and served on or before the date that is fourteen (14) days after service of the Cure Notice.

28. The procedures also propose requiring that objections to the Cure Costs set forth in the Cure Notice (a "Cure Objection") and provision of adequate assurance of future performance (an "Adequate Assurance Objection") must: (i) be in writing; (ii) state the name and

address of the objecting party and the amount and nature of the claim or interest of such party; (iii) state with particularity the basis and nature of any objection, and provide proposed language that, if accepted and incorporated by the Debtors, would obviate such objection; (iv) conform to the Bankruptcy Rules and the Local Rules; (v) be filed with the Court and be served on the Objection Notice Parties (as defined in the Cure Notice) by the deadline provided in the applicable Cure Notice.

**Approval of Relief Requested Is Warranted and in
Best Interests of Debtors and Their Economic Stakeholders**

A. Bidding Procedures are Fair and Reasonable

29. The Bidding Procedures are designed to promote the paramount goal of any proposed sale of property of a debtor's estate: maximizing the value of sale proceeds received by the estate. *See Burtch v. Ganz, et al. (In re Mushroom Co.)*, 382 F.3d 325, 339 (3d Cir. 2004) (finding that debtor had fiduciary duty to maximize and protect value of estate's assets); *In re Food Barn Stores, Inc.*, 107 F.3d 558, 564-65 (8th Cir. 1997) (recognizing that main goal of any proposed sale of property of a debtor's estate is to maximize value). Courts uniformly recognize that procedures established for the purpose of enhancing competitive bidding are consistent with the fundamental goal of maximizing value of a debtor's estate. *See Calpine Corp. v. O'Brien Env'tl. Energy, Inc. (In re O'Brien Env'tl. Energy, Inc.)*, 181 F.3d 527, 537 (3d Cir. 1999) (noting that bidding procedures that promote competitive bidding provide a benefit to a debtor's estate); *Official Comm. of Subordinated Bondholders v. Integrated Res. Inc. (In re Integrated Res. Inc.)*, 147 B.R. 650, 659 (S.D.N.Y. 1992) (observing that sale procedures "encourage bidding and . . . maximize the value of the debtor's assets").

30. The Bidding Procedures provide for an orderly, uniform, and competitive process through which interested parties may submit offers to purchase the Assets or a subset thereof,

subject to the limitations set forth in the Bidding Procedures. The Debtors, with the assistance of their advisors, have structured the Bidding Procedures to promote active bidding by interested parties and to reach the highest or otherwise best offer reasonably and practically available for the Assets. Additionally, the Bidding Procedures will allow the Debtors to conduct the Auctions, if necessary, in a reasonable, appropriate, and transparent manner that will encourage participation by financially capable bidders with demonstrated ability to timely consummate the Sale Transaction. The Bidding Procedures provide the Debtors with an adequate opportunity to consider competing bids and to select the highest or otherwise best offers for the completion of the Sale Transaction.

31. Moreover, an orderly and expeditious sale process is critical to preserve and realize the Debtors' going concern value and maximize recoveries for the Debtors' stakeholders. In formulating the Bidding Procedures, the Debtors balanced the need to provide adequate and appropriate notice to parties in interest and potential bidders with the need to quickly and efficiently run a sale process. The Bidding Procedures provide for the marketing of the Debtors' business and for the consummation of a Sale Transaction.

B. Bid Protections Should be Approved

32. Pursuant to the Stalking Horse Agreement, the Debtors have agreed, subject to Court approval, to provide the Stalking Horse Bidder with Bid Protections in the form of the payment of a Break Up Fee (subject to the conditions set forth in the Stalking Horse Agreement) in an amount equal to two percent (2%) of \$470,000,000 (or, in the event that a Break-Up Fee is payable following consummation of a Competing Bid with respect to one or more of the Designated Hotels or the QM Hotel, two percent (2%) of the amount allocated to such hotels that are covered by the Competing Bid) and an Expense Reimbursement up to an aggregate amount

of Three Million Dollars (\$3,000,000.00)¹³ (together with the Break-Up Fee, the “Termination Payment”).

33. The Bid Protections are a necessary condition for the Stalking Horse Bidder to enter into the Stalking Horse Agreement. In addition, the Debtors believe that the presence of the Stalking Horse Bidder will set a floor for the value of the Assets and attract other potential buyers to bid for such Assets, thereby maximizing the realizable value of the Assets for the benefit of the Debtors’ estates, their creditors and all other parties in interest. Moreover, in the event the Stalking Horse Bidder is not the winning bidder at the Auctions (a “Successful Bidder”) but the Stalking Horse Bid is the second highest or otherwise best bid, the Stalking Horse Bidder will be obligated to serve as a “backup” bidder (a “Back-Up Bidder”).

34. Given the Debtors’ need to maximize value for creditors through a timely and efficient marketing and sale process, the ability to designate a Stalking Horse Bidder and offer such bidder Bid Protections is justified, appropriate, and essential.

35. The Bidding Procedures allow the Debtors to provide the Bid Protections to the Stalking Horse Bidder. Bidding incentives and protections such as these Bid Protections are extremely valuable to chapter 11 debtors and have become a recognized practice in chapter 11 cases because they enable a debtor to ensure a sale to a contractually committed buyer at a price the debtor believes is reasonable and appropriate, while providing the debtor with the potential of obtaining an enhanced recovery through an auction process.

¹³ The Expense Reimbursement under the Stalking Horse Agreement is not payable in the event that the Stalking Horse Bidder is not the winning bidder with respect to one or more of the Designated Hotels and/or the QM Hotel. Stalking Horse Agreement § 4.7(b). Thus, it is only payable where a Competing Bidder has outbid the Stalking Horse Bidder with respect to the Debtors’ entire Hotel Portfolio or the entire Hotel Portfolio excluding the QM Hotel.

36. “The Third Circuit has expressly recognized as an administrative claim a stalking-horse bidder's claim for a break-up fee and expense reimbursement if granting such a claim provides a benefit to the estate.” *In re Women First Healthcare, Inc.*, 332 B.R. 115, 121 (Bankr. D. Del. 2005). Such payments may be necessary to preserve the value of a debtor's estate if assurance of the fee “promote[s] more competitive bidding, such as by inducing a bid that otherwise would not have been made and without which bidding would have been limited.” *In re O'Brien Envtl. Energy, Inc.*, 181 F.3d at 533. Further, if the availability of such payments were to induce a bidder to research the value of the debtor and convert the value to a dollar figure on which other bidders can rely, the bidder may have provided a benefit to the estate by increasing the likelihood that the price at which the debtor is sold will reflect its true worth. *See id.*; *see also In re Reliant Energy Channel View LP*, 594 F.3d 200, 206-08 (3d Cir. 2010) (reasoning that a break-up fee should be approved if it is necessary to entice a party to make the first bid or if it would induce a stalking horse bidder to remain committed to a purchase).

37. In *O'Brien*, the Third Circuit reviewed the following nine factors set forth by the lower court as relevant in deciding whether to award a break-up fee:

- a. the presence of self-dealing or manipulation in negotiating the break-up fee;
- b. whether the fee harms, rather than encourages, bidding;
- c. the reasonableness of the break-up fee relative to the purchase price;
- d. whether the unsuccessful bidder placed the estate property in a “sale configuration mode” to attract other bidders to the Auctions;
- e. the ability of the request for a break-up fee to serve to attract or retain a potentially successful bid, establish a bid standard or minimum for other bidders or attract additional bidders;
- f. the correlation of the fee to a maximum value of the debtor's estate;
- g. the support of the principal secured creditors and creditors' committees of the break-up fee;

- h. the benefits of the safeguards to the debtor's estate; and
- i. the substantial adverse impact of the break-up fee on unsecured creditors, where such creditors are in opposition to the break-up fee.

See In re O'Brien Envtl. Energy, Inc., 181 F.3d at 536.

38. While none of the factors are dispositive, an application of the facts to several of such factors supports the approval of the Bid Protections here.

39. First, the Stalking Horse Bidder would not enter into the Stalking Horse Agreement without the Bid Protections. In addition, the Stalking Horse Bid attracts additional bidders because, among other things, additional bidders will be able to save considerable time and expense because they can use many of the documents that the Stalking Horse Bidder heavily negotiated, including, among other things, the Stalking Horse Agreement and the schedules thereto, in making their bid. In sum, if the Assets are sold to a Successful Bidder other than the Stalking Horse Bidder, the Sale Transaction likely will be the result of the Stalking Horse Bidder's crucial role as an initial bidder generating interest in the Assets and establishing an acceptable price and offer against which other parties can bid. Indeed, the Debtors receive substantial value through the Stalking Horse Bid because it establishes not only a floor value for the assets but also a path to monetize those asset without any material representations or warranties by the Debtors.

40. Moreover, this Court has on several recent occasions approved the grant of superpriority administrative expense status to claims for break-up fees and expense reimbursements. *See, e.g., In re Exide Holdings, Inc.*, No. 20-11157 (CSS) (Bankr. D. Del. June 19, 2020) (authorizing priority expense status for break-up fee and expense reimbursement); *In re Bumble Bee Parent, Inc.*, No. 19-12502 (LSS) (Bankr. D. Del. Dec. 19, 2019) (same); *In re Things Remembered, Inc.*, No. 19-10234 (KG) (Bankr. D. Del. Feb. 21, 2019) (same); *In re*

Scottish Holdings, Inc., No. 18-10160 (LSS) (Bankr. D. Del. Feb. 28, 2018 (same); *In re Terravia Holdings, Inc.*, No. 17-11655 (CSS) (Bankr. D. Del. Aug. 22, 2017) (same); *In re Ensequence Inc.*, No. 18-10182 (KG) (Bankr. D. Del. Mar. 26, 2018) (same); *In re CIBER, Inc.*, No. 17-10772 (BLS) (Bankr. D. Del. May 2, 2017) (same).

41. In addition, the Debtors submit that the proposed Break-Up Fee of two percent (2%) is reasonable given the total amount of the Sale Transaction and the complexity associated therewith. *See, e.g., In re Celadon Grp., Inc.*, Case No. 19-12606 (KBO) (Bankr. D. Del. Jan. 6, 2020) [Docket No. 219] (authorizing a break-up fee of up to 3% of the purchase price plus an expense reimbursement of 1.5% of the purchase price); *In re Bumblebee Parent Inc.*, Case No. 19-12502 (LSS) (Bankr. D. Del. Dec. 19, 2019) [Docket No. 171] (approving a break-up fee of up to \$23,125,000 (approximately 2.5%), plus a separate expense reimbursement in the maximum amount of \$2.5 million). *See also* 3 Collier on Bankruptcy P 363.02 (16th 2019) (“Courts have adopted as a rule of thumb a limitation on a breakup or topping fee of about 3 percent of the consideration the buyer will pay for the assets, including assumption of liabilities, although courts have approved higher amounts, up to about 5 percent of the consideration, in unusual circumstances.”). Here, the Break-Up Fee and the Expense Reimbursement are reasonable and appropriate and are not expected to chill bidding.

C. Assumption and Assignment of Designated Contracts and Designated Leases Should be Approved

42. Section 365(a) of the Bankruptcy Code provides that a debtor in possession “subject to the court’s approval, may assume or reject any executory contract or unexpired lease of the debtor.” 11 U.S.C. § 365(a). Upon finding that a debtor has exercised its sound business judgment in determining to assume an executory contract or unexpired lease, courts will approve the assumption under section 365(a) of the Bankruptcy Code. *See, e.g., In re Market Square Inn,*

Inc., 978 F.2d 116, 121 (3d Cir. 1992) (assumption or rejection of lease “will be a matter of business judgment by the bankruptcy court”); *In re HQ Global Holdings, Inc.*, 290 B.R. 507, 511 (Bankr. D. Del. 2003) (finding that debtor’s decision to assume or reject executory contract is governed by business judgment standard and may only be overturned if decision is product of bad faith, whim, or caprice). The “business judgment” test in this context only requires that a debtor demonstrate that assumption or rejection of an executory contract or unexpired lease benefits the estate. *See Sharon Steel Corp. v. Nat’l Fuel Gas Distrib. Corp.*, 872 F.2d 36, 40 (3d Cir. 1989).

43. The assumption of the Designated Contracts and Designated Leases in connection with a Sale Transaction is an exercise of the Debtors’ sound business judgment because the Designated Contracts and Designated Leases are necessary to operate the Debtors’ business and, as such, are essential to obtaining the highest or otherwise best offer for the Debtors’ business. Moreover, the Designated Contracts and Designated Leases will be assumed and assigned in accordance with the Assumption and Assignment Procedures approved by the Court pursuant to the Bidding Procedures Order, which will be reviewed by the Debtors’ key stakeholders. Accordingly, the Debtors’ assumption of the Designated Contracts and Designated Leases is an exercise of sound business judgment and should be approved.

44. The consummation of a Sale Transaction, which will involve the assignment of the Designated Contracts and Designated Leases, will be contingent upon the Debtors’ compliance with the applicable requirements of section 365 of the Bankruptcy Code. Section 365(b)(1) of the Bankruptcy Code requires that any outstanding defaults under the Designated Contracts and Designated Leases must be cured or that adequate assurance be provided that such defaults will be promptly cured. As set forth above, the Debtors propose to file with the Court

and serve on each Counterparty, the Cure Notice indicating the Debtors' calculation of the Cure Cost for each such contract. The Counterparties will have the opportunity to file objections to the proposed assumption and assignment of the Designated Contracts and Designated Leases to the Successful Bidder, including the proposed Cure Costs.

45. Pursuant to section 365(f)(2) of the Bankruptcy Code, a debtor may assign an executory contract or unexpired lease of nonresidential real property if "adequate assurance of future performance by the assignee of such contract or lease is provided." 11 U.S.C. § 365(f)(2)(B). The meaning of "adequate assurance of future performance" depends on the facts and circumstances of each case, but should be given "practical, pragmatic construction." *See Carlisle Homes, Inc. v. Azzari (In re Carlisle Homes, Inc.)*, 103 B.R. 524, 538 (Bankr. D.N.J. 1988) (citation omitted); *see also In re Natco Indus., Inc.*, 54 B.R. 436, 440 (Bankr. S.D.N.Y. 1985) (adequate assurance of future performance does not mean absolute assurance that debtor will thrive and pay rent); *In re Bon Ton Rest. & Pastry Shop, Inc.*, 53 B.R. 789, 803 (Bankr. N.D. Ill. 1985) ("[a]lthough no single solution will satisfy every case, the required assurance will fall considerably short of an absolute guarantee of performance."). Among other things, adequate assurance may be given by demonstrating the assignee's financial health and experience in managing the type of enterprise or property assigned. *See In re Bygaph, Inc.*, 56 B.R. 596, 605-06 (Bankr. S.D.N.Y. 1986) (adequate assurance of future performance is present when prospective assignee of lease has financial resources and expressed willingness to devote sufficient funding to business to give it strong likelihood of succeeding).

46. As set forth in the Bidding Procedures, for a bid to qualify as a "Qualified Bid," a Potential Bidder must provide information regarding its ability (and the ability of its designated assignee, if applicable) to perform under the Designated Contracts and Designated Leases (the

“Adequate Assurance Information”). The Debtors will provide Adequate Assurance Information to all counterparties to the Designated Contracts and Designated Leases and counterparties will have an opportunity to file an Adequate Assurance Objection in advance of the Sale Hearing. Based on the foregoing, the Debtors’ assumption and assignment of the Designated Contracts and Designated Leases satisfy the requirements under section 365 of the Bankruptcy Code and should be approved.

47. In addition, to facilitate the assumption and assignment of the Designated Contracts and Designated Leases, the Debtors further request that the Court find that all anti-assignment provisions in the Designated Contracts and Designated Leases, whether such provisions expressly prohibit or have the effect of restricting or limiting assignment of such contract or lease, are unenforceable under section 365(f) of the Bankruptcy Code.¹⁴

D. Proposed Sale Should be Approved

48. Ample authority exists for approval of a Sale Transaction. Section 363 of the Bankruptcy Code provides, in relevant part, “The trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Although section 363 does not specify a standard for determining when it is appropriate for a court to authorize the use, sale, or lease of property of the estate, courts routinely authorize a sale of a debtor’s assets if such sale is based upon the sound business judgment of the debtor. *See, e.g., Meyers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3d Cir.

¹⁴ Section 365(f)(1) provides in part that, “notwithstanding a provision in an executory contract or unexpired lease of the debtor, or in applicable law, that prohibits, restricts, or conditions the assignment of such contract or lease, the trustee may assign such contract or lease[.]” 11 U.S.C. § 365(f)(1). Section 365(f)(3) further provides that, “[n]otwithstanding a provision in an executory contract or unexpired lease of the debtor, or in applicable law that terminates or modifies, or permits a party other than the debtor to terminate or modify, such contract or lease or a right or obligation under such contract or lease on account of an assignment of such contract or lease, such contract, lease, right, or obligation may not be terminated or modified under such provision because of the assumption or assignment of such contract or lease by the trustee.” 11 U.S.C. § 365(f)(3).

1996) (citing *In re Schipper*, 933 F.2d 513 (7th Cir. 1991)); *In re Chateaugay Corp.*, 973 F.2d 141, 143 (2d Cir. 1992); *Stephen Indus., Inc. v. McClung*, 789 F.2d 386 (6th Cir. 1986); *Committee of Equity Security Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1071 (2d Cir. 1983).

49. Courts typically consider the following factors in determining whether a proposed sale satisfies this standard: (i) whether a sound business justification exists for the sale; (ii) whether adequate and reasonable notice of the sale was provided to interested parties; (iii) whether the sale will produce a fair and reasonable price for the property; and (iv) and whether the parties have acted in good faith. See *In re Decora Indus., Inc.*, Case No. 00-4459, 2002 WL 32332749, at *2 (D. Del. May 7, 2002) (citing *In re Delaware & Hudson Ry. Co.*, 124 B.R. 169, 176 (D. Del. 1991)). Where a debtor demonstrates a valid business justification for a decision, it is presumed that “in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company.” *Official Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.)*, 147 B.R. 650, 656 (S.D.N.Y. 1990) (quoting *Smith v. Van Gorkcom*, 488 A.2d 858, 872 (Del. 1985)).

b. Debtors Have Demonstrated Sound Business Justification for Proposed Sale

50. A sound business purpose for the sale of a debtor’s assets outside the ordinary course of business exists where such sale is necessary to preserve the value of the estate for the benefit of creditors and interest holders. See, e.g., *In re Abbotts Dairies of Pa., Inc.*, 788 F.2d 143 (3d Cir. 1986); *In re Lionel Corp.*, 722 F.2d at 1063; see also *In re Food Barn Stores, Inc.*, 107 F.3d at 564-65 (recognizing that paramount goal of any proposed sale of property of estate is to maximize value).

51. A strong business justification exists for the proposed Sale Transaction. An orderly but expeditious sale of the Assets is critical to maximizing, preserving and realizing the highest possible recovery for the Debtors' economic stakeholders, and also is a requirement under the express terms of the DIP Credit Agreement.

c. Proposed Sale Transaction Will Produce Fair and Reasonable Purchase Price for Assets

52. As set forth above, the Debtors believe that a Sale Transaction will produce a fair and reasonable purchase price for the Assets. The Bidding Procedures were carefully designed to ensure that the Auctions, if necessary, will yield the maximum value for the Debtors' estates and creditors. The Bidding Procedures allow all parties in interest an opportunity to conduct in-depth diligence. The Bidding Procedures also provide an appropriate framework for the Debtors to review, analyze, and compare all bids received to determine which bids are in the best interests of the Debtors and their economic stakeholders. The Bidding Procedures clearly set forth the participation requirements for Qualified Bidders and bid requirements for Qualified Bids. In addition, the Bidding Procedures are prudently designed to stimulate bidding on as many of the Assets as possible. Finally, compliance with the Bidding Procedures and the Bidding Procedures Order will provide a basis for the Court to find that no Sale Transaction constitutes a fraudulent transfer because the purchase price represents reasonably equivalent value and is fair and reasonable.

d. Bidding Procedures Ensure that Proposed Sale Transaction Will Be Consummated in Good Faith

53. Section 363(m) of the Bankruptcy Code protects a good faith purchaser's interest in property purchased from a debtor notwithstanding that the sale conducted under section 363(b) is later reversed or modified on appeal. Specifically, section 363(m) states that:

The reversal or modification on appeal of an authorization under [section 363(b)] ... does not affect the validity of a sale ... to an entity that purchased ... such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale ... were stayed pending appeal.

11 U.S.C. § 363(m). Section 363(m) fosters the “policy of not only affording finality to the judgment of the [B]ankruptcy [C]ourt, but particularly to give finality to those orders and judgments upon which third parties rely.” *In re Abbotts Dairies of Pa., Inc.*, 788 F.2d 143, 147 (3d Cir. 1986) (quoting *Hoese Corp. v. Vetter Corp. (In re Vetter Corp.)*, 724 F.2d 52, 55 (7th Cir.1983)). *See also Allstate Ins. Co. v. Hughes*, 174 B.R. 884, 888 (S.D.N.Y. 1994) (“Section 363(m) . . . provides that good faith transfers of property will not be affected by the reversal or modification on appeal of an unstayed order, whether or not the transferee knew of the pendency of the appeal”).

54. Further, as set forth above, the Bidding Procedures are designed to produce a fair and transparent competitive bidding process to allow the Debtors to obtain the highest or otherwise best offer for the sale of the Assets. Any sale agreement entered into between the Debtors and any Successful Bidder at the Auctions will be negotiated at arm’s-length and in good faith. Accordingly, the Debtors seek a finding that each Successful Bidder at the Auctions is a good faith purchaser and is entitled to the full protections afforded by section 363(m) of the Bankruptcy Code.

55. In light of the foregoing, the Debtors have demonstrated that the Sale Transaction (or higher or better bids) is a sound exercise of the Debtors’ business judgment and should be approved.

E. A Sale Free and Clear of Liens, Claims, Interests, and Encumbrances Should be Approved

56. In the interest of attracting the best offers, the Assets should be sold free and clear of any and all liens, claims, interests, and encumbrances in accordance with section 363(f) of the Bankruptcy Code, with any such liens, claims, interests, and encumbrances attaching to the proceeds of the Sale Transaction. Section 363(f) of the Bankruptcy Code authorizes a debtor to sell assets free and clear of liens, claims, interests, and encumbrances if any one of the following conditions is satisfied:

- a. applicable non-bankruptcy law permits sale of such property free and clear of such interest;
- b. such entity consents;
- c. such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- d. such interest is in bona fide dispute; or
- e. such entity could be compelled, in legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f); *see also In re Kellstrom Indus., Inc.*, 282 B.R. 787, 793 (Bankr. D. Del. 2002) (“Section 363(f) is written in the disjunctive, not the conjunctive, and if any of the five conditions are met, the debtor has the authority to conduct the sale free and clear of all liens.”); *Citicorp Homeowners Servs., Inc. v. Elliot (In re Elliot)*, 94 B.R. 343, 345 (E.D. Pa. 1988) (same).

57. The Debtors submit that the sale of the Assets free and clear of liens, claims, interests, and encumbrances will satisfy one or more of the requirements under section 363(f) of the Bankruptcy Code. Any lien holder will be adequately protected by having its lien attach to the proceeds of the Sale Transaction, subject to any claims and defenses that the Debtors may have with respect thereto. Accordingly, the Debtors request that the Court authorize the Debtors

to sell the Assets free and clear of any liens, claims, interests, and encumbrances in accordance with section 363(f) of the Bankruptcy Code.

Requested Waivers of Bankruptcy Rules 6004(h) and 6006(d)

58. The Debtors request waivers of the fourteen-day stay requirements under Bankruptcy Rules 6004(h) and 6006(d). Delays in closing a Sale Transaction could risk the Debtors defaulting under the DIP Facility. Accordingly, the Debtors request that each Sale Order approving a Sale Transaction be effective immediately upon entry of such order and that the fourteen-day stay imposed by Bankruptcy Rule 6004(h) be waived, to the extent such stay applies.

Notice

59. Notice of this Motion will be provided to (a) the U.S. Trustee; (b) the Committee; (c) the Debtors' secured lenders; (d) the United States Attorney's Office for the District of Delaware; (e) all persons and entities known by the Debtors to have expressed an interest to the Debtors in a transaction involving any material portion of the Assets during the past twelve (12) months, including any person or entity that has submitted a bid for any material portion of the Assets; (f) all persons and entities known or reasonably believed to have asserted a lien, claim, interest, or encumbrance with respect to any of the Assets; (g) all applicable state and local taxing authorities; (h) the offices of the attorneys general for the states in which the Debtors operate; and (i) any other parties entitled to notice pursuant to Local Rules 2002-1(b) and 9013-1(m) (the "Sale Notice Parties"). The Debtors respectfully submit that no further notice is required.

No Prior Request

60. No previous request for the relief sought herein has been made by the Debtors to this or any other Court.

WHEREFORE the Debtors respectfully request entry of an order granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

Dated: March 9, 2021
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ G. David Dean

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Counsel to Debtors and Debtors in Possession

EXHIBIT A

Bidding Procedures Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

-----X
:
In re: : Chapter 11
:
EHT US1, Inc., *et al.*, : Case No. 21-10036 (CSS)
:
: (Jointly Administered)
Debtors.¹ : Re: D.I. ____
-----X

**ORDER (I) APPROVING (A) BIDDING PROCEDURES, (B) DESIGNATION OF
STALKING HORSE BIDDER AND STALKING HORSE BID PROTECTIONS,
(C) SCHEDULING AUCTIONS AND SALE HEARING, (D) FORM AND MANNER OF
NOTICE OF SALE, AUCTIONS, AND SALE HEARING, AND (E) ASSUMPTION
AND ASSIGNMENT PROCEDURES AND (II) GRANTING RELATED RELIEF**

Upon the *Motion of Debtors for Entry of Orders (I) Approving (A) Bidding
Procedures, (B) Designation of Stalking Horse Bidder and Stalking Horse Bidder Protections,
(C) Form and Manner of Notice of Sale, Auctions, and Sale Hearing, and (D) Assumption and
Assignment Procedures, (II) Scheduling Auctions and Sale Hearing, (III) Approving (A) Sale of
Substantially All of Debtors' Assets Free and Clear of Liens, Claims, Interests, and
Encumbrances, and (B) Assumption and Assignment of Executory Contracts and Unexpired*

¹ The Debtors in these chapter 11 cases, along with the last four digits of each debtor's tax identification number, as applicable, are as follows: EHT US1, Inc. (6703); 5151 Wiley Post Way, Salt Lake City, LLC (1455); ASAP Cayman Atlanta Hotel LLC (2088); ASAP Cayman Denver Tech LLC (7531); ASAP Cayman Salt Lake City Hotel LLC (7546); ASAP Salt Lake City Hotel, LLC (7146); Atlanta Hotel Holdings, LLC (6450); CI Hospitality Investment, LLC (7641); Eagle Hospitality Real Estate Investment Trust (7734); Eagle Hospitality Trust S1 Pte Ltd. (7669); Eagle Hospitality Trust S2 Pte Ltd. (7657); EHT Cayman Corp. Ltd. (7656); Sky Harbor Atlanta Northeast, LLC (6846); Sky Harbor Denver Holdco, LLC (6650); Sky Harbor Denver Tech Center, LLC (8303); UCCONT1, LLC (0463); UCF 1, LLC (6406); UCRDH, LLC (2279); UCHIDH, LLC (6497); Urban Commons 4th Street A, LLC (1768); Urban Commons Anaheim HI, LLC (3292); Urban Commons Bayshore A, LLC (2422); Urban Commons Cordova A, LLC (4152); Urban Commons Danbury A, LLC (4388); Urban Commons Highway 111 A, LLC (4497); Urban Commons Queensway, LLC (6882); Urban Commons Riverside Blvd., A, LLC (4661); and USHIL Holdco Member, LLC (4796). The Debtors' mailing address is 3 Times Square, 9th Floor New York, NY 10036 c/o Alan Tantleff (solely for purposes of notices and communications).

Leases, and (IV) Granting Related Relief (the “Motion”),² and the *Declaration of Larry Kwon in Support of the Motion* (the “Kwon Declaration”), each filed by EHT US1, Inc. and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”), pursuant to sections 105(a), 363, 365, 503, and 507 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002, 6004, 6006, 9007, 9008, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Rules 2002-1, 6004-1, and 9006-1 of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware (the “Local Rules”) for entry of an order (i) approving the bidding procedures, substantially in the form attached hereto as **Exhibit 1** (the “Bidding Procedures”) in connection with the sale of substantially all of the Debtors’ Assets (as defined in the Stalking Horse Agreement) (subject to certain exceptions); (ii) authorizing the Debtors to designate Madison Phoenix LLC (the “Stalking Horse Bidder”) as the stalking horse bidder (iii) approving the Bid Protections (as defined in the Motion) proposed to be granted in accordance with the terms and conditions of the Bidding Procedures and the Stalking Horse Agreement (as defined herein); (iv) authorizing and scheduling auctions (the “Auctions”) and scheduling a hearing (the “Sale Hearing”) with respect to the approval of a proposed sale transaction (the “Sale Transaction”); (v) authorizing and approving the form and manner of notice of (a) Debtors’ entry into that certain *Agreement of Purchase and Sale*, executed March 7, 2021 (together with the exhibits thereto, as may be amended, modified, or supplemented from time to time in accordance with the terms thereof, the “Stalking Horse Agreement”) attached hereto as **Exhibit 4**, for the sale of substantially all of the Assets to the Stalking Horse Bidder

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion or Bidding Procedures (as defined herein), as applicable.

(the “Stalking Horse Bid”); (b) Auctions, if any; and (c) Sale Hearing, substantially in the form attached hereto as **Exhibit 2** (the “Sale Notice”); (vi) approving the procedures set forth herein (the “Assumption and Assignment Procedures”) for the assumption and assignment of the Debtors’ executory contracts and unexpired leases (the “Designated Contracts and Designated Leases”) to the Stalking Horse Bidder or the Successful Bidder and the determination of the amount necessary to cure any defaults thereunder (the “Cure Costs”); (vii) authorizing and approving the form and manner of notice to each relevant non-Debtor counterparty to an executory contract or unexpired lease (collectively, the “Counterparties”) regarding the Debtors’ assumption and assignment of the Designated Contracts and Designated Leases to the Successful Bidder (as defined herein) and of the Debtors’ calculation of the Cure Costs, substantially in the form attached hereto as **Exhibit 3** (the “Cure Notice”); and (viii) granting related relief; all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware* dated February 29, 2012; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Sale Notice Parties (as defined in the Motion), and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and this Court having held a hearing to consider the relief requested in the Motion; and upon the record of the hearing; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion; and

this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interest; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:³

A. Jurisdiction. This Court has jurisdiction to hear and determine the Motion and to grant the relief requested herein pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. Statutory and Legal Predicates. The statutory and legal predicates for the relief requested in the Motion are sections 105(a), 363, 365, 503, and 507 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9007, 9008, and 9014 and Local Rules 2002-1, 6004-1, and 9006-1.

C. Sale Process. The Debtors and their advisors, including Moelis & Company LLC (“Moelis”), engaged in a robust and extensive sale process prior to the execution of the Stalking Horse Agreement to solicit and develop the highest or best offer for the Assets.

D. Designation of Stalking Horse Bid. The Stalking Horse Bid as reflected in the Stalking Horse Agreement represents the highest and best offer the Debtors have received to date during their sale process to purchase the Assets in accordance with the Bidding Procedures. The Stalking Horse Agreement provides the Debtors with the opportunity to sell the Assets in a manner designed to preserve and maximize their value and provide a floor for a further

³ The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

marketing and auction process. Without the Stalking Horse Bid, the Debtors are at a significant risk of realizing a lower price for the Assets. As such, the contributions of the Stalking Horse Bidder to the process have indisputably provided a substantial benefit to the Debtors, their estates, and creditors in these chapter 11 cases. The Stalking Horse Bid will enable the Debtors to continue their operations, minimize disruption to the Debtors' business, and secure a fair and adequate baseline price for the Assets at the Auctions (if any), and, accordingly, will provide a clear benefit to the Debtors' estates, their creditors, and all other parties in interest. The Deposit to be made by the Stalking Horse Bidder under the terms of the Stalking Horse Agreement is reasonable given the complexity and size of the Sale Transaction, and the terms related to the Deposit, including without limitation, that the Deposit shall not constitute DIP Collateral for purposes of the DIP Facility or Final DIP Order (as defined in the Stalking Horse Agreement), are reasonable under the circumstances of the Sale Transaction.

E. Designation of Stalking Horse Bidder. The Stalking Horse Bidder shall act as the "stalking horse bidder" pursuant to the Stalking Horse Agreement and the Stalking Horse Bid shall be subject to higher or better offers in accordance with the Bidding Procedures. The Stalking Horse Bidder is not an "insider" or "affiliate" of any of the Debtors, as those terms are defined in section 101 of the Bankruptcy Code, and no common identity of incorporators, directors, or controlling stockholders exists between the Stalking Horse Bidder and the Debtors. Pursuit of the Stalking Horse Bidder as a "stalking-horse" bidder and its Stalking Horse Bid as a "stalking-horse" purchase agreement is in the best interests of the Debtors and the Debtors' estates and creditors, and it reflects a sound exercise of the Debtors' business judgment.

F. Stalking Horse Bid Protections. The Bid Protections (i) have been negotiated by the Stalking Horse Bidder and the Debtors and their respective advisors at arm's

length and in good faith and (ii) are necessary to ensure that the Stalking Horse Bidder will continue to pursue its Stalking Horse Agreement and the Sale Transaction contemplated thereby. The Termination Payment (as defined in the Stalking Horse Agreement), to the extent payable under the Stalking Horse Agreement, (a)(x) is an actual and necessary cost and expense of preserving the Debtors' estates within the meaning of section 503(b) of the Bankruptcy Code and (y) shall be treated as an allowed superpriority administrative expense claim against the Debtors' estates pursuant to sections 105(a), 364, 503(b), and 507(a)(2) of the Bankruptcy Code, (b) is commensurate to the real and material benefits conferred upon the Debtors' estates by the Stalking Horse Bidder, and (c) is fair, reasonable, and appropriate, including in light of the size and nature of the Sale Transaction and the efforts that have been and will be expended by the Stalking Horse Bidder. The Stalking Horse Bid Protections are a material inducement for, and condition of, the Stalking Horse Bidder's execution of the Stalking Horse Agreement.

G. Bidding Procedures. The Debtors have articulated good and sufficient business reasons for the Court to approve the Bidding Procedures. The Bidding Procedures are fair, reasonable, and appropriate under the circumstances and designed to maximize the recovery on, and realizable value of, the Assets, as determined by the Debtors' sound business judgment. The Bidding Procedures were negotiated in good faith and at arms' length and are reasonably designed to promote a competitive and robust bidding process to generate the greatest level of interest in all or part of the Debtors' Assets, resulting in the highest or otherwise best offer, while providing the Debtors significant flexibility in how to best effectuate the sale through section 363 of the Bankruptcy Code or a plan of reorganization and also permitting the Debtors to determine to forego the sale of the Assets altogether if the Debtors determine that doing so is in the best

interests of their estates. The Bidding Procedures comply with the requirements of Local Rule 6004-1(c).

H. Assumption and Assignment Provisions. The Debtors have articulated good and sufficient business reasons for the Court to approve the Assumption and Assignment Procedures and the Assumption and Assignment Procedures, including the form of the Sale Notice attached hereto as **Exhibit 2** and the form of the Cure Notice attached hereto as **Exhibit 3**, are fair, reasonable, and appropriate. The Assumption and Assignment Procedures provide an adequate opportunity for all Counterparties to raise any objections to the proposed assumption and assignment or the proposed Cure Costs. The Assumption and Assignment Procedures comply with the provisions of section 365 of the Bankruptcy Code and Bankruptcy Rule 6006.

I. Cure Notice. The Cure Notice, the form of which is attached hereto as **Exhibit 3**, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Assumption and Assignment Procedures, as well as any and all objection deadlines related thereto, and no other or further notice shall be required for the Motion and the procedures described therein, except as expressly required herein.

J. Sale Notice. The Sale Notice, the form of which is attached hereto as **Exhibit 2**, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Bidding Procedures, the Assumption and Assignment Procedures, the Auctions, the Sale Hearing, and the Sale Transaction (including the sale of the Assets as set forth under the Stalking Horse Bid) free and clear of any liens, claims, encumbrances, or interests pursuant to section 363(f) of the Bankruptcy Code (provided, however, that any such liens, claims, encumbrances, or interests shall attach to the proceeds of the sale of the applicable

Assets), and any and all objection deadlines related thereto, and no other or further notice shall be required for the Sale Motion, the Sale Transaction, or the assumption and assignment of the Designated Contracts and Designated Leases except as expressly required herein.

K. Notice. Good and sufficient notice of the relief sought in the Motion has been provided under the circumstances, and no other or further notice is required, except as set forth in the Bidding Procedures and the Assumption and Assignment Procedures. A reasonable opportunity to object and be heard regarding the relief granted herein has been afforded to all parties in interest, including those persons and entities entitled to notice pursuant to Bankruptcy Rule 2002.

L. The Debtors have articulated good and sufficient business reasons for the Court to approve (i) the Bidding Procedures, (ii) the Assumption and Assignment Procedures, (iii) the Stalking Horse Bid Protections, and (iv) the form and manner of notice of the Auctions and the Sale Hearing for the Sale Transaction.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is granted to the extent set forth herein.
2. All objections to the relief granted herein that have not been withdrawn with prejudice, waived, or settled, and all reservations of rights included in such objections, are hereby overruled and denied on the merits with prejudice.
3. The Bidding Procedures are hereby approved in their entirety, are incorporated herein by reference, and shall govern the bids and proceedings related to the sale of the Assets and the Auctions. The failure to specifically include or reference any particular provision of the Bidding Procedures in the Motion or this Order shall not diminish or otherwise impair the effectiveness of such procedures, it being the Court's intent that the Bidding

Procedures are approved in their entirety, as if fully set forth in this Order. The Debtors are authorized to take all actions necessary or appropriate to implement the Bidding Procedures.

Stalking Horse Bid Protections

4. The Stalking Horse Bid shall be subject to higher or otherwise better Qualified Bids, in accordance with the terms and procedures of the Bidding Procedures.

5. The Bid Protections are approved in their entirety. The Termination Payment, and the components thereof as applicable, shall be payable in accordance with, and subject to the terms of, the Stalking Horse Agreement and the Bidding Procedures.

6. The Break-Up Fee and the Expense Reimbursement shall constitute allowed superpriority administrative expense claims pursuant to sections 105(a), 503(b), and 507(a)(2) of the Bankruptcy Code with priority over all other administrative expenses of the kind specified in section 503(b) of the Bankruptcy Code, other than, and subject and subordinate in all respects to, the Carve-Out (as defined in the Final DIP Order). Debtors are hereby authorized and directed to pay the Break-Up Fee and Expense Reimbursement, if and when due, in accordance with the terms of the Stalking Horse Agreement and this Order without further order of the Court. The Debtors' obligation to pay the Expense Reimbursement and Break-Up Fee shall be the joint and several obligations of the Debtors and shall survive termination of the Stalking Horse Agreement, dismissal or conversion of any of the Chapter 11 Cases, and confirmation of any plan of reorganization or liquidation.

7. No proceeds of DIP Loans or DIP Collateral (each as defined in the Final DIP Order) may be used directly or indirectly by any Debtor or any other person, party or entity in connection with the initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation against the Stalking Horse Bidder or any of its respective predecessors-in-interest, agents, affiliates, representatives, attorneys, or advisors, or any action

purporting to do the foregoing in respect of this Order, the Bidding Procedures, the Stalking Horse Agreement, or the Sale Transaction.

Bidding Procedures

8. The Bidding Procedures, attached hereto as **Exhibit 1**, are fully incorporated herein and approved, and shall apply with respect to any bids for, and the Auctions and sale of the Debtors' Assets, including the Assets set forth in the Stalking Horse Agreement. The procedures and requirements set forth in the Bidding Procedures, including those associated with submitting a "Qualified Bid" (as defined herein), are fair, reasonable and appropriate, and are designed to maximize recoveries for the benefit of the Debtors' estates, creditors, and other parties in interest. The Debtors are authorized to take all actions necessary or appropriate to implement the Bidding Procedures in accordance with the terms of this Order and the Bidding Procedures.

9. The deadline for submitting Bids (the "**Bid Deadline**") is **May 14, 2021 at 4:00 p.m. (prevailing Eastern Time)**; provided, that the Debtors shall have the right to extend the Bid Deadline, after consultation with advisors to the Committee, in their reasonable business judgment, for all or certain Potential Bidders, without further order of the Court, subject to providing prior notice to advisors to the Committee (as defined in the Motion), the Stalking Horse Bidder, and all Potential Bidders (as defined in Bidding Procedures). Any party that does not submit a Qualified Bid by the Bid Deadline in accordance with the Bidding Procedures will not be allowed to (a) submit any offer after the Bid Deadline or (b) participate in the Auctions.

10. The Stalking Horse Bidder is a Qualified Bidder and the bid reflected in the Stalking Horse Bid (including as it may be increased at the Auctions (if any)) is a Qualified Bid, as set forth in the Bidding Procedures. Subject to the terms of the Bidding Procedures, in the event of a competing Qualified Bid, the Stalking Horse Bidder will be entitled, but not obligated,

to submit overbids and shall have the unqualified right to “credit bid” up to the full amount of the DIP Obligations (as defined in the DIP Credit Agreement) in any such overbids.

Notwithstanding anything to the contrary in this Order or the Bidding Procedures, every dollar of a credit bid shall be treated the same as a dollar from a cash bid, and a cash bid shall not be deemed higher or otherwise better solely for the reason that it is a cash bid and not a credit bid.

11. All Potential Bidders submitting bids determined by the Debtors, after consultation with advisors to the Committee, to be “Qualified Bids” in accordance with the Bidding Procedures are deemed to have submitted to the exclusive jurisdiction of this Court with respect to all matters related to the Auctions and the terms and conditions of the sale or transfer of the Assets.

12. To qualify as a Qualified Bid, each such bid must comply with all the applicable requirements set forth in the Bidding Procedures.

13. The Debtors shall have the right, in their reasonable business judgment, after consultation with advisors to the Committee, in a manner consistent with their fiduciary duties, and applicable law, to modify the Bidding Procedures, including to (a) waive terms and conditions set forth in the Bidding Procedures with respect to any Potential Bidder; (b) extend the deadlines set forth in the Bidding Procedures; and (c) announce at the Auctions modified or additional procedures for conducting the Auctions, in each case, to the extent not materially inconsistent with the Bidding Procedures and this Order; provided, that any modification or other adjustment to the Bidding Procedures shall be materially consistent with the Stalking Horse Agreement and otherwise not disproportionately adversely affect the Stalking Horse Bidder. Nothing in the Bidding Procedures or this Order shall require the Debtors to take any action, or refrain from taking any action to the extent the Debtors determine, based on the advice of

counsel, that taking such action, or refraining from taking such action, as applicable, is required to comply with applicable law or its fiduciary obligations under applicable law. Except as provided in the Stalking Horse Agreement, nothing in the Bidding Procedures or this Order shall obligate the Debtors to consummate or pursue any transaction with respect to any Asset with a Qualified Bidder.

14. The Debtors shall identify those bids that qualify as Qualified Bids (each bidder that submits such a Qualified Bid being a “Qualified Bidder”) by **May 18, 2021 at 4:00 p.m. (prevailing Eastern Time)**. If more than one Qualified Bid is timely received (in addition to the Stalking Horse Bid), the Auctions shall be conducted virtually pursuant to procedures to be timely filed on the Bankruptcy Court’s docket, on **May 20, 2021 at 10:00 a.m. (prevailing Eastern Time)** or at such other time and location as the Debtors, after consultation with advisors to the Committee, after providing notice to the Qualified Bidders, may determine in their reasonable business judgment.

15. Only Qualified Bidders will be eligible to participate in the Auctions, subject to such limitations as the Debtors may impose in good faith, after consultation with advisors to the Committee; provided, however, that all creditors may attend (but not participate in) the Auctions if such creditor provides the Debtors with written notice of its intention to attend such Auctions on or before one (1) business day prior to the Auctions, which written notice shall be sent to proposed counsel for the Debtors via electronic mail at lucdespins@paulhastings.com and alexbongartz@paulhastings.com. The Debtors may, in their reasonable discretion, after consultation with the Committee’s advisors, also establish a reasonable limit on the number of representatives and/or professional advisors that may appear on behalf of or accompany the

Qualified Bidders at the Auctions. The proceedings of the Auctions shall be transcribed or videotaped, at the Debtors' option.

16. Absent further order of the Court, no Qualified Bidder (other than the Stalking Horse Bidder solely as provided herein and in the Stalking Horse Agreement) shall be entitled to any expense reimbursement, break-up fee, termination fee, or other similar fee or payment in connection with any Sale Transaction, and by submitting a bid, such Qualified Bidder is deemed to have waived their right to request or to file with this Court any request for expense reimbursement or any fee of any nature, whether by virtue of section 503(b) of the Bankruptcy Code or otherwise.

17. If the Stalking Horse Bid, as reflected in the Stalking Horse Agreement is the only Qualified Bid in respect of the Assets that is received by the Debtors by the Bid Deadline, the Debtors shall not conduct Auctions for the Assets, and the Stalking Horse Bidder shall be deemed the Successful Bidder and the Stalking Horse Bid shall be deemed the Successful Bid. In such circumstances, the Debtors shall notify the Court and publish such notice on the Claims Agent Website prior to the date on which the Auctions was scheduled to occur.

18. The Debtors may, in the exercise of their business judgment, and after consultation with advisors to the Committee, identify the highest or otherwise best Qualified Bid(s) as the successful bid(s) (a "Successful Bid" and, the bidder submitting such bid, a "Successful Bidder"). Subject to the Bidding Procedures, the Debtors, after consultation with advisors to the Committee, may also identify which Qualified Bid(s) constitute the second highest or otherwise best bid(s) and deem such second highest or otherwise best bid(s) a back-up bid (such bid(s) shall each be a "Back-Up Bid" and, the bidder submitting such bid, a "Back-Up Bidder").

19. No later than **May 21, 2021 at 4:00 p.m. (prevailing Eastern Time)** the Debtors shall (i) file with the Bankruptcy Court and post on the Claims Agent Website a notice of the Successful Bid(s), Successful Bidder(s), Back-Up Bid(s), and Back-Up Bidder(s), and (ii) provide or cause to be provided to affected Counterparties information supporting the Successful Bidder's ability to comply with the requirements to provide adequate assurance of future performance under Bankruptcy Code section 365(f)(2) and, if applicable, Bankruptcy Code section 365(b)(3), including, to the extent reasonably available and applicable, the Successful Bidder's financial wherewithal and willingness to perform under applicable Designated Contracts and Designated Leases (each as defined in the Stalking Horse Agreement), as provided in such Successful Bidder's bid. For the avoidance of doubt, nothing in this paragraph shall alter the requirement that, if the Debtors receive no Qualified Bids other than the Stalking Horse Bid, the Stalking Horse Bidder shall be deemed the Successful Bidder and the Stalking Horse Bid shall be deemed a Successful Bid.

Sale Hearing and Sale Objection Deadline

20. If the Debtors elect, after consultation with the Committee, to proceed with a Sale Transaction pursuant to a sale under section 363 of the Bankruptcy Code, the Debtors will seek the entry of an order authorizing and approving, among other things, the Sale Transaction in which all or some of the assets of the Debtors or the Debtors' business will be sold to the applicable Successful Bidder at a hearing before the Court to be held on **May 28, 2021 at [●] [a.m./p.m.] (prevailing Eastern Time)** (the "Sale Hearing"). The Sale Hearing may be adjourned by this Court or the Debtors from time to time without further notice other than by announcement in open court or through the filing of a notice or other document on this Court's docket.

21. Objections to any Sale Transactions, including any objection to the sale of any Assets free and clear of liens, claims, encumbrances, and other interests (each, a “Sale Objection”), must: (i) be in writing; (ii) state the name and address of the objecting party and the amount and nature of the claim or interest of such party; (iii) state with particularity the basis and nature of any objection, and provide proposed language that, if accepted and incorporated by the Debtors, would obviate such objection; (iv) conform to the Bankruptcy Code, Bankruptcy Rules, and Local Rules; and (v) be filed with the Bankruptcy Court and be served on the Objection Notice Parties (as defined in the Sale Notice) by **May 14, 2021 at 4:00 p.m. (prevailing Eastern Time)** (the Sale Objection Deadline). All Sale Objections will be heard by this Court at the Sale Hearing.

22. Objections solely to the conduct of the Auctions (if held), the selection of the Successful Bidder (other than the Stalking Horse Bidder), or the approval of the Sale with the Successful Bidder (other than the Stalking Horse Bidder) (each, a “Supplemental Objection”) must be (i) filed in accordance with the Bidding Procedures, (ii) filed with the Bankruptcy Court, and (iii) served on the Objection Notice Parties on or before **May 24, 2021 at 4:00 p.m. (prevailing Eastern Time)** (the “Supplemental Objection Deadline”).

23. The failure of any objecting person or entity to timely file and serve a Sale Objection on the Objection Notice Parties shall be a bar to the assertion, at the Sale Hearing or thereafter, of any objection to the Motion, or to the consummation and performance of a Sale Transaction, including the transfer of the Assets to the Successful Bidder, free and clear of all liens, claims, encumbrances, and interests pursuant to section 363(f) of the Bankruptcy Code; provided, however, that any such liens, claims, encumbrances, or interests shall attach to the

proceeds of the sale of the applicable Assets. Failure to object shall constitute consent for the purposes of sections 363(f), 1123 and 1141(c), as applicable, of the Bankruptcy Code.

24. Any party who fails to (i) file a Sale Objection with the Bankruptcy Court and serve it on the Objection Notice Parties by the Sale Objection Deadline or (ii) file a Supplemental Objection on the Objection Notice Parties by the Supplemental Objection Deadline will be forever barred from asserting, at the Sale Hearing or thereafter, any objection to the consummation of the applicable Sale Transaction, any Supplemental Objection, and any related relief requested by the Debtors.

Notice of Sale Transaction

25. The Sale Notice, substantially in the form attached hereto as **Exhibit 2**, is approved, and no other or further notice of the Assumption and Assignment Procedures, the Auctions, the Sale Hearing, the Sale Objection Deadline, the Supplemental Objection Deadline, and the Sale Transaction shall be required if the Debtors serve and publish such notice, in the manner provided in the Bidding Procedures and this Order. The Sale Notice contains the type of information required under Bankruptcy Rule 2002 and Local Rule 6004-1, and complies in all respects with applicable provisions of the Bankruptcy Code, Bankruptcy Rules, and Local Rules.

26. All parties in interest shall receive or be deemed to have received good and sufficient notice of: (a) the Motion; (b) the Assumption and Assignment Procedures, including the proposed assumption and assignment of the Designated Contracts and Designated Leases to the Successful Bidder; (c) the Auctions; (d) the Sale Objection Deadline and Supplemental Objection Deadline; (e) the Sale Transaction, including the sale of the Assets (as set forth under the Stalking Horse Bid); (f) the effect of the Sale Transaction on liens, claims, encumbrances, and other interests; and (g) the Sale Hearing, and no further notice of the foregoing shall be required, if:

- (a) As soon as practicable, but no later than three (3) calendar days after entry of this Order, the Debtors cause the Sale Notice to be filed with this Court and served by email, mail, facsimile, or overnight delivery on: (1) counsel for the Stalking Horse Bidder; (2) advisors to the Committee; (3) all Persons known by the Debtors to have expressed an interest to the Debtors in a transaction with respect to the Assets in whole or in part during the past twelve (12) months; (4) all entities known by the Debtors to have asserted any lien, claim, encumbrance, or other interest in the Assets (for whom identifying information and addresses are available to the Debtors); (5) all non-Debtor parties to the Designated Contracts and Designated Leases (for whom identifying information and addresses are available to the Debtors); (6) any Governmental Unit (as defined in section 101(27) of the Bankruptcy Code) known to have a claim in these chapter 11 cases; (7) the United States Attorney for the District of Delaware; (8) the Office of the Attorney General in each state in which the Debtors operate; (9) the Office of the Secretary of State in each state in which the Debtors operate or are organized; (10) the Debtors' known creditors (for whom identifying information and addresses are available to the Debtors); and (11) all other Persons requesting notice under Bankruptcy Rule 2002 or as directed by this Court (for whom identifying information and addresses are available to the Debtors); and
- (b) As soon as practicable, but no later than five (5) business days after entry of this Order, the Debtors shall cause the Sale Notice to be published on the Claims Agent Website and once each in the national edition of *USA Today*, the *Los Angeles Times*, and the *Straits Times*. The Debtors shall also cause the Sale Notice to be published as required by the securities laws of Singapore.

Assumption and Assignment Procedures

27. The Assumption and Assignment Procedures are reasonable and appropriate under the circumstances, fair to all non-Debtor parties, comply in all respects with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, and are approved.

28. The Cure Notice, substantially in the form attached hereto as **Exhibit 3**, is reasonable, fair, and appropriate, contains the type of information required under Bankruptcy Rule 2002 and 6006, and complies in all respects with applicable provisions of the Bankruptcy Code, Bankruptcy Rules, and Local Rules, and is hereby approved. It is reasonably calculated to

provide sufficient notice to the Counterparties of the Debtors' intent to assume and assign the Designated Contracts and Designated Leases the Stalking Horse Bidder (or as otherwise contemplated by the Stalking Horse Bid) or to a Successful Bidder other than the Stalking Horse Bidder, in connection with the Sale Transaction and constitutes adequate notice thereof.

29. The Debtors shall file the Cure Notice with this Court and serve the Cure Notice on the Counterparties no later than three (3) business days after entry of this Order. Service of the Cure Notice in accordance with this Order on all Counterparties is hereby deemed to be good and sufficient notice of the Cure Costs for, and the proposed assumption and assignment of, the Designated Contracts and Designated Leases to the Successful Bidder (or as otherwise contemplated by the Successful Bid). As soon as reasonably practicable after serving the Cure Notice, the Debtors shall post a copy of the Cure Notice on the Claims Agent Website.

30. Upon service of the Cure Notice, all Counterparties shall receive or be deemed to have received good and sufficient notice of the Cure Costs for, and the proposed assumption and assignment of, the Designated Contracts and Designated Leases to the Successful Bidder or as otherwise contemplated by the Successful Bid.

31. All objections to any proposed Cure Costs (each, a "Cure Objection") and to the provision of adequate assurance of future performance (each, an "Adequate Assurance Objection") must: (a) be in writing; (b) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules; (c) state, with specificity, the legal and factual basis thereof, including, with respect to a Cure Objection, what Cure Costs the objecting party believes are required; (d) include any appropriate documentation in support thereof; and (e) be filed with this Court and served on the Objection Notice Parties (as defined in the Cure Notice) by the deadline set forth in the applicable Cure Notice.

32. Any Cure Objection or Adequate Assurance Objection with respect to the Stalking Horse Bidder must be filed and served on or before the date that is fourteen (14) days after service of the Cure Notice. Any Adequate Assurance Objection with respect to any other Successful Bidder must be filed and served by the Supplemental Objection Deadline. If a timely Cure Objection or Adequate Assurance Objection is received and such objection cannot otherwise be resolved by the parties, such objection shall be heard at the Sale Hearing or such later date as the Debtors determine prior to the scheduled closing of the Sale Transaction.

33. To the extent the Debtors identify at any time after the Cure Notice is served, additional Designated Contracts and Designated Leases to be assumed and assigned to the Successful Bidder (or as otherwise contemplated by the Successful Bid), the Debtors shall file with this Court and serve by first class mail on the relevant Counterparty to such Designated Contract or Designated Lease a supplemental Cure Notice (each, a “Supplemental Cure Notice,” the form of which shall be substantially similar to the form of Cure Notice attached hereto as **Exhibit 3**). Any (x) Cure Objection with respect to Cure Costs set forth in a Supplemental Cure Notice and (y) Adequate Assurance Objection with respect to the assumption and assignment of the Designated Contract or Designated Lease(s) set forth in such Supplemental Cure Notice must be filed within ten (10) calendar days of service of that Supplemental Cure Notice.

34. If no timely Cure Objection is filed and served in respect of a Designated Contract or Designated Lease, the Cure Cost identified on the Cure Notice or a Supplemental Cure Notice, as applicable, will be the only amount necessary under section 365(b) of the Bankruptcy Code to cure all defaults under such Designated Contract or Designated Lease. Any party failing to timely file a Cure Objection shall be forever barred from objecting to the Cure

Costs and from asserting any additional cure or other amounts against the Debtors, their estates, or the Successful Bidder(s).

35. If no timely Adequate Assurance Objection is filed and served with respect to a Designated Contract or Designated Lease, the Successful Bidder (or any other entity contemplated by the Successful Bid) will be deemed to have provided adequate assurance of future performance for such Designated Contract or Designated Lease in accordance with section 365(f)(2)(B) of the Bankruptcy Code.

36. If no timely Cure Objection or Adequate Assurance Objection is filed and served with respect to a Designated Contract or Designated Lease, the relevant Counterparty shall be deemed to have consented to the assumption and assignment of the Designated Contract or Designated Lease to the Successful Bidder (or as otherwise contemplated by the Successful Bid).

37. The Debtors' assumption and assignment of the Designated Contracts and Designated Leases to the Successful Bidder (or as otherwise contemplated by the Successful Bid) is subject to approval of this Court at the Sale Hearing and the consummation of the Sale Transaction. Accordingly, absent the closing of such sale, the Designated Contracts and Designated Leases shall not be deemed assumed or assigned, and shall in all respects be subject to further administration under the Bankruptcy Code.

38. The inclusion of a contract, lease, or other agreement on the Cure Notice or any Supplemental Cure Notice shall not constitute or be deemed a determination or admission by the Debtors or any other party in interest that such contract or other document is an executory contract or unexpired lease within the meaning of the Bankruptcy Code or that the stated Cure Cost is due (all rights with respect thereto being expressly reserved). The Debtors reserve all of

their rights, claims, defenses, and causes of action with respect to each contract, lease, or other document listed on the Cure Notice or any Supplemental Cure Notice. The Debtors' inclusion of an executory contract or unexpired lease on the Cure Notice or any Supplemental Cure Notice shall not be a guarantee that such executory contract or unexpired lease ultimately will be assumed or assumed and assigned.

General Provisions

39. All persons or entities (whether or not Qualified Bidders) that participate in the bidding process, including submitting a bid for any of the Assets during the sale process and/or Auctions, shall be deemed to have knowingly and voluntarily (a) submitted to the exclusive jurisdiction of this Court with respect to all matters related to the terms and conditions of the transfer of Assets, the Auctions, and any Sale Transaction, (b) consented to the entry of a final order by this Court in connection with the Motion or this Order (including any disputes related to the bidding process, the Auctions, and/or any Sale Transaction) to the extent that it is later determined that this Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution, and (c) waived any right to jury trial in connection with any disputes relating to the any of the foregoing matters.

40. Nothing in the Bid Procedures or this Order shall be determinative as to the allocation of value of the Assets and all parties' rights with respect thereto are expressly reserved.

41. Notwithstanding the applicability of any of Bankruptcy Rules 6004(h), 6006(d), 7062, 9014, or any other provisions of the Bankruptcy Rules or the Local Rules stating the contrary, the terms and conditions of this Order shall be immediately effective and

enforceable upon its entry, and any applicable stay of the effectiveness and enforceability of this Order is hereby waived.

42. The Debtors are authorized to make non-substantive changes to the Bidding Procedures, the Assumption and Assignment Procedures, and any related documents without further order of the Court, including, without limitation, changes to correct typographical and grammatical errors.

43. The Debtors are authorized to take all steps necessary or appropriate to carry out this Order.

44. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

EXHIBIT 1

Bidding Procedures

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

	X	
	:	
In re:	:	Chapter 11
	:	
EHT US1, Inc., <i>et al.</i> ,	:	Case No. 21-10036 (CSS)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
	X	

BIDDING PROCEDURES

Overview

On January 18, 2021 (the “**Petition Date**”), EHT US1, Inc. (“**EHT**”) and certain of its debtor affiliates, as debtors and debtors in possession (collectively with Debtor Eagle Real Estate Investment Trust,² the “**Debtors**”), filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”). The Debtors’ chapter 11 cases have been consolidated for procedural purposes under the lead case, *In re EHT US1, Inc. et al.*, Case No 20-11785 (CSS) (the “**Chapter 11 Cases**”).

On March [●], 2021, the Bankruptcy Court entered an order (Docket No. [●]) (the “**Bidding Procedures Order**”),³ which approved these procedures (the “**Bidding Procedures**”) for the selection of the highest or otherwise best offer or collection of offers to acquire substantially

¹ The Debtors in these chapter 11 cases, along with the last four digits of each debtor’s tax identification number, as applicable, are as follows: EHT US1, Inc. (6703); 5151 Wiley Post Way, Salt Lake City, LLC (1455); ASAP Cayman Atlanta Hotel LLC (2088); ASAP Cayman Denver Tech LLC (7531); ASAP Cayman Salt Lake City Hotel LLC (7546); ASAP Salt Lake City Hotel, LLC (7146); Atlanta Hotel Holdings, LLC (6450); CI Hospitality Investment, LLC (7641); Eagle Hospitality Real Estate Investment Trust (7734); Eagle Hospitality Trust S1 Pte Ltd. (7669); Eagle Hospitality Trust S2 Pte Ltd. (7657); EHT Cayman Corp. Ltd. (7656); Sky Harbor Atlanta Northeast, LLC (6846); Sky Harbor Denver Holdco, LLC (6650); Sky Harbor Denver Tech Center, LLC (8303); UCCONT1, LLC (0463); UCF 1, LLC (6406); UCRDH, LLC (2279); UCHIDH, LLC (6497); Urban Commons 4th Street A, LLC (1768); Urban Commons Anaheim HI, LLC (3292); Urban Commons Bayshore A, LLC (2422); Urban Commons Cordova A, LLC (4152); Urban Commons Danbury A, LLC (4388); Urban Commons Highway 111 A, LLC (4497); Urban Commons Queensway, LLC (6882); Urban Commons Riverside Blvd., A, LLC (4661); and USHIL Holdco Member, LLC (4796). The Debtors’ mailing address is 3 Times Square, 9th Floor New York, NY 10036 c/o Alan Tantleff (solely for purposes of notices and communications).

² Eagle Hospitality Real Estate Investment Trust filed its voluntary petition for relief under chapter 11 of the Bankruptcy Code on January 27, 2021.

³ Unless otherwise indicated, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion or Bidding Procedures Order, as applicable.

all of the Debtors' assets (the "**Assets**") (subject to certain exceptions) on the terms and conditions set forth herein.

Madison Phoenix LLC (the "**Stalking Horse Bidder**") has submitted a bid and has executed that certain *Agreement of Purchase and Sale* (together with the exhibits thereto, and as it may be amended, modified, or supplemented from time to time in accordance with the terms thereof, the "**Stalking Horse Agreement**"), executed on March 7, 2021. The Stalking Horse Agreement contemplates, pursuant to the terms and subject to the conditions contained therein, the sale of substantially all of the Assets to the Stalking Horse Bidder in exchange for the following: (i) an aggregate amount equal to \$470,000,000 and (ii) the Stalking Horse Bidder's assumption of the Assumed Liabilities (as defined in the Stalking Horse Agreement) (collectively, the "**Stalking Horse Bid**"). The Stalking Horse Bid sets the floor for the sale and is subject to higher or otherwise better offers submitted in accordance with the terms and conditions of these Bidding Procedures.

Summary of Important Dates

These Bidding Procedures provide interested parties the opportunity to submit competing bids with respect to the Assets (subject to the restrictions set forth herein), and to participate in the one or more Auctions to be conducted by the Debtors (each, an "**Auction**"). These Bidding Procedures also provide that the Debtors, after consultation with advisors to the Official Committee of Unsecured Creditors (the "**Committee**"), may also consider competing bids in the form of a chapter 11 plan of reorganization, subject to the requirements set forth herein (a "**Chapter 11 Plan Bid**").

The key dates for the sale process are as follows. Such dates may be extended or otherwise modified by the Debtors, after consultation with advisors to the Committee, by filing a notice of such extension or modification on the Court's docket:

Key Event	Deadline
Service of Cure Notice to Counterparties to Executory Contracts and Unexpired Leases	Three (3) Business Days After Entry of Bidding Procedures Order
Deadline to Object to Proposed Cure Costs	14 Days After Service of Cure Notice
Deadline to Submit Bids	May 14, 2021 at 4:00 p.m. (prevailing Eastern Time)
Deadline to File Objections to Sale Transaction	May 14, 2021 at 4:00 p.m. (prevailing Eastern Time)
Deadline for Debtors to Notify Bidders of Status as Qualified Bidders	May 18, 2021 at 4:00 p.m. (prevailing Eastern Time)
Auctions to be held if the Debtors receive more than one Qualified Bid	May 20, 2021 at 10:00 a.m. (prevailing Eastern Time)

Deadline to File Notice and Identities of Successful Bid(s) and Back-Up Bid(s)	May 21, 2021 at 4:00 p.m. (prevailing Eastern Time) or as soon as is practicable after the Auction
Deadline to File Objections to (i) Identity of Successful Bidder, (ii) Conduct of Auction, and (iii) Adequate Assurance	May 24, 2021 at 4:00 p.m. (prevailing Eastern Time)
Deadline to Reply to Objections	May 26, 2021 at 11:59 p.m. (prevailing Eastern Time)
Sale Hearing	May 28, 2021 (subject to the Court's availability)

Property To Be Sold

The Debtors seek, in one or more transactions, to sell all or substantially all of the Assets to one or more purchasers (each sale in furtherance of the same, a “**Sale Transaction**”).

Due Diligence

The Debtors have posted copies of all material documents related to the Assets to the Debtors’ confidential electronic data room (the “**Data Room**”). To access the Data Room, an interested party must submit to the Debtors or their advisors the following:

- (A) an executed confidentiality agreement in form and substance satisfactory to the Debtors and prepared after consultation with advisors to the Committee (unless such party is already a party to an existing confidentiality agreement with the Debtors that is acceptable to the Debtors for this due diligence process, in which case such agreement shall govern); and
- (B) sufficient information, as reasonably determined by the Debtors after consultation with advisors to the Committee, to allow the Debtors to determine that the interested party (i) has the financial wherewithal to consummate the applicable Sale Transaction and (ii) intends to access the Data Room for a purpose consistent with these Bidding Procedures.

Each interested party that meets the above requirements to the satisfaction of the Debtors shall be a “**Potential Bidder**.” As soon as practicable, the Debtors will provide all Potential Bidders access to the Data Room; provided, that such access will be terminated by the Debtors in their reasonable discretion at any time, including if (i) a Potential Bidder does not become a Qualified Bidder (as defined below) or (ii) these Bidding Procedures are terminated.

Each Potential Bidder shall comply with all reasonable requests for information and due diligence access by the Debtors or their advisors regarding the ability of such Potential Bidder to consummate the applicable Sale Transaction.

Until the Bid Deadline, the Debtors will provide all Potential Bidders with reasonable access to the Data Room and any additional information requested by Potential Bidders that the Debtors believe to be reasonable and appropriate under the circumstances, and the Debtors shall accommodate such entity's reasonable requests to conduct on-site visits, provide access to members of management or employees, and facilitate communication with hotel managers, caretakers, and franchisors. In light of the ongoing COVID-19 pandemic, the Debtors will take appropriate precautionary steps when conducting on-site visits. In the alternative, the Debtors may also provide Potential Bidders with virtual or video tours of the Assets, as available, upon request by a Potential Bidder.

All additional due diligence requests shall be directed to the Debtors' advisors, Moelis & Company, at larry.kwon@moelis.com, grant.kassel@moelis.com, jay.ramachandran@moelis.com. Unless prohibited by law or otherwise determined by the Debtors, the availability of additional due diligence to a Potential Bidder will cease if (i) the Potential Bidder does not become a Qualified Bidder or (ii) these Bidding Procedures are terminated.

Neither the Debtors nor any of their representatives shall be obligated to furnish any information of any kind whatsoever relating to the Assets (i) to any person or entity who (a) is not a Potential Bidder; (b) does not comply with the participation requirements set forth above; or in the case of competitively sensitive information, is a competitor of the Debtors (except pursuant to "clean team" or other information sharing procedures satisfactory to the Debtors) and (ii) to the extent not permitted by law.

Auction Qualification Procedures

Bid Deadlines

A Potential Bidder that desires to make a bid with respect to some or all of the Assets (subject to the restrictions set forth herein) (a "**Bid**") shall deliver electronic copies of the Bid, so as to be received no later than **May 14, 2021 at 4:00 p.m. (prevailing Eastern Time)** (the "**Bid Deadline**"); provided, that the Debtors may, after consultation with advisors to the Committee, extend the applicable Bid Deadline without further order of the Bankruptcy Court, subject to providing prior notice to all Potential Bidders, the Stalking Horse Bidder, and advisors to the Committee. **The submission of a Bid by the Bid Deadline shall constitute a binding and irrevocable offer to acquire the Assets specified in such Bid.** Any party that does not submit a Bid by the applicable Bid Deadline will not be allowed to (i) submit any offer after the Bid Deadline or (ii) participate in the Auctions.

Any party that submits a Bid is agreeing, and shall be deemed to have agreed, to abide by and honor the terms of the Bidding Procedures.

Bids must be submitted by email to the following:

Paul Hastings LLP

lucdespins@paulhastings.com
pedrojimenez@paulhastings.com
alexbongartz@paulhastings.com

Moelis & Company

larry.kwon@moelis.com
grant.kassel@moelis.com
jay.ramachandran@moelis.com

Kramer Levin Naftalis & Frankel, LLP

arogoff@kramerlevin.com
deggermann@kramerlevin.com
rschmidt@kramerlevin.com

Form and Content of Qualified Bids

A Bid must contain a signed document from a Potential Bidder received by the Bid Deadline that identifies the purchaser by its legal name and the legal name of any other party that will be participating in connection with the Bid. To constitute a “**Qualified Bid**,” a Bid must include, at a minimum, the following:

- (A) Acquired Property. Each Bid must clearly identify in writing the particular Assets the Potential Bidder seeks to acquire from the Debtors. Bids must seek to acquire either: (i) all fifteen (15) Hotels; (ii) all Hotels other than the QM Hotel (as defined in the Stalking Horse Agreement); or (iii) one or more of the following properties: DTSLC Hotel, ESAN Hotel, ESPD Hotel, FPSJ Hotel, HAN Hotel, and SDTC Hotel (each as defined in the Stalking Horse Agreement, and collectively, the “**Designated Hotels**”) and the QM Hotel (as defined in the Stalking Horse Agreement).⁴
- (B) Purchase Price; Assumed Liabilities; Form of Consideration; Credit Bid. Other than for a Chapter 11 Plan Bid, each Bid must clearly set forth, as applicable:
 - (i) Purchase Price. Each Bid must specify the price (the “**Purchase Price**”) proposed to be paid for each Asset; provided that any such Bid which contemplates purchasing one or more of the Designated Hotels and/or the QM Hotel shall identify, for each such Asset, the allocation of the Purchase Price (which shall include any “Release Price” by which each such Asset may be removed from the Bid); provided, further, that each

⁴ As set forth below, a Potential Bidder may also submit a Bid for any subset of any of the Assets if such Bid does not meet the criteria of Paragraph (A), clauses (i) through (iii). Such a Bid, on its own, will not constitute a Qualified Bid upon submission. Following the Bid Deadline until the commencement of the Auction, the Debtors and their professionals may engage with one or more Potential Bidders for the purpose of soliciting a joint Bid or combining separate Bids into a joint Bid that meets the criteria of Paragraph (A), clauses (i) through (iii) and qualifies as a Qualified Bid.

Bid shall also include an amount of cash necessary to satisfy the “**Minimum Overbid Amount**” (as defined herein).⁵

- (ii) Assumed Liabilities. Each Bid must clearly identify the particular liabilities, if any, the Potential Bidder intends to assume.
 - (iii) Form of Consideration. The Purchase Price, with the exception of the Credit Bid (as defined in the Stalking Horse Agreement) component of a Bid submitted by the Stalking Horse Bidder, shall consist only of cash consideration.
 - (iv) Credit Bid. Other than the Stalking Horse Bidder, no party shall be authorized to credit bid.
- (C) Proposed Asset/Stock Purchase Agreement. Each Bid, other than a Chapter 11 Plan Bid, must include, in both PDF and MS-WORD format, a purchase agreement signed by an authorized representative of such bidder (the “**Proposed Purchase Agreement**”), together with a copy of the same that has been marked against the Stalking Horse Agreement, a copy of which is located in the Debtors’ data room.
- (D) Chapter 11 Plan Bid. A Chapter 11 Plan Bid must be accompanied by (i) a Proposed Purchase Agreement, signed by an authorized representative of such bidder, pursuant to which the bidder proposes to effectuate the Sale Transaction or (ii) an executed investment agreement (the “**Proposed Investment Agreement**”), signed by an authorized representative of such bidder, pursuant to which the bidder proposes to effectuate a recapitalization of the Debtors pursuant to a chapter 11 plan of reorganization.
- (E) Unconditional Offer. A commitment that the Bid is formal, binding, and unconditional, is not subject to any due diligence or financing contingency, and is irrevocable until the Debtors notify such Potential Bidder that such Bid has not been designated as a Successful Bid or a Back-Up Bid (each as defined herein), or until the first business day after consummation of a Sale Transaction with the Successful Bidder (as defined herein). In the event a Bid is chosen as a Back-Up Bid, it must remain irrevocable until the Back-Up Bid Termination Date.

⁵ “**Minimum Overbid Amount**” means the sum of (a) the Break-Up Fee (as defined in the Stalking Horse Agreement), (b) the Expense Reimbursement (as defined in the Stalking Horse Agreement), if any, and (c) for a Bid for (i) all fifteen (15) Hotels or all Hotels other than the QM Hotel, \$1,000,000, or (ii) one or more of the Designated Hotels and/or the QM Hotel, \$500,000 per each such Hotel. Under the Stalking Horse Agreement, the amount of the Break-Up Fee and the Expense Reimbursement depends on whether the winning bid (other than the bid submitted by the Stalking Horse) covers all of the Assets or only a subset thereof. A schedule setting forth the calculation of the Break-Up Fee and the Expense Reimbursement, if any, under various scenarios is attached hereto as Schedule 1.

- (F) Proof of Financial Ability to Perform. Each Bid must contain such financial and other information that allows the Debtors to make a reasonable determination as to the Potential Bidder's financial and other capabilities to consummate the applicable Sale Transaction, including, without limitation, such financial and other information setting forth the Potential Bidder's ability to perform under any contracts that are assumed and assigned to such party. Without limiting the foregoing, such information must include current financial statements or similar financial information certified to be true and correct as of the date thereof, proof of financing commitments (if needed) to close the applicable Sale Transaction (not subject to, in the Debtors' discretion after consultation with advisors to the Committee, any unreasonable conditions), contact information for verification of such information, including any financing sources, and any other information reasonably requested by the Debtors necessary to demonstrate that the Potential Bidder has the ability to close the applicable Sale Transaction in a timely manner.
- (G) Designation of Contracts and Leases. Each Bid must identify with particularity each executory contract and unexpired lease, the assumption and assignment of which is a condition to closing the applicable Sale Transaction (collectively, the "**Designated Contracts and Designated Leases**"). Each Bid must also include information demonstrating adequate assurance of future performance under such Designated Contracts and Designated Leases in satisfaction of the requirements under section 365(f)(2)(B) of the Bankruptcy Code.
- (H) Required Approvals. A statement or evidence (i) that the Potential Bidder has made or will make in a timely manner all necessary filings under applicable antitrust laws and pay the fees associated with such filings; (ii) of the Potential Bidder's plan and ability to obtain all requisite governmental, regulatory, or other third-party approvals and the proposed timing for the Potential Bidder to undertake the actions required to obtain such approvals; and (iii) that the Bid is reasonably likely (based on antitrust or other regulatory issues, experience, and other considerations) to be consummated, if selected as the Successful Bid, within a time frame acceptable to the Debtors after consultation with the advisors to the Committee. A Potential Bidder further agrees that its legal counsel will discuss with and explain to the Debtors' legal counsel such Potential Bidder's regulatory analysis, strategy, and timeline for securing all such approvals as soon as reasonably practicable.
- (I) Disclosure of Identity and Corporate Authorization. Each Bid must (i) fully disclose, by their legal names, the identity of the Potential Bidder and each entity that will be participating in its bid, and the complete terms of any such participation, and (ii) include evidence of corporate authorization and approval from the Potential Bidder's board of directors (or comparable governing body) with respect to the submission, execution, and delivery of a Bid, participation in the Auctions, and closing of the transactions contemplated by the Potential Bidder's Proposed Purchase Agreement or Proposed Investment Agreement in accordance with the terms of the Bid and these Bidding Procedures.

- (J) Queen Mary Employee Obligations. Each Bid must (i) specify whether the Potential Bidder intends to hire all of the employees of Urban Commons Queensway, LLC (the “**Queen Mary Debtor**”) and (ii) expressly propose the treatment of the Queen Mary Debtor’s prepetition compensation, incentive, retention, bonus or other compensatory arrangements, plans, or agreements, including, offer letters, employment agreements, collective bargaining agreements, pension plans, consulting agreements, severance arrangements, retention bonus agreements, change in control arrangements, retiree benefits, and any other employment related agreements and related liabilities (collectively, the “**Queen Mary Employee Obligations**”).
- (K) No Entitlement to Break-Up Fee, Expense Reimbursement, or Other Amounts. Each Bid (other than the Stalking Horse Bid) must include a statement that the Bid does not entitle the Potential Bidder to any break-up fee, termination fee, expense reimbursement or similar type of payment or reimbursement, and a waiver of any substantial contribution administrative expense claims under section 503(b) of the Bankruptcy Code related to the bidding process.
- (L) Disclosure of Connections. Each Bid must fully disclose any connections or agreements with the Debtors, any other known Potential Bidder and/or any officer or director of the Debtors.
- (M) Joint Bids. The Debtors, after consultation with advisors to the Committee, will be authorized to approve joint Bids in their reasonable discretion on a case-by-case basis and subject to a written statement that such joint bidders have not engaged in collusion with respect to the submission of any Bid.⁶
- (N) Representations and Warranties. Each Bid must include the following representations and warranties:
- (i) a statement that the Potential Bidder has had an opportunity to conduct any and all due diligence regarding the applicable Assets prior to submitting its Bid;
 - (ii) a statement that the Potential Bidder has relied solely upon its own independent review, investigation, and/or inspection of any relevant documents, as well as the Assets and the liabilities to be assumed (as applicable), in making its Bid and did not rely on any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express or implied, by operation of law or otherwise, regarding such Assets or liabilities or the completeness of any information provided in connection therewith, except as expressly stated

⁶ Coordination of Potential Bidders facilitated by the Debtors shall not constitute collusion.

in the representations and warranties contained in the Potential Bidder's Proposed Purchase Agreement or Proposed Investment Agreement;

- (iii) a statement that the Potential Bidder agrees to serve as a Back-Up Bidder if its Bid is selected as the next highest or next best bid after the Successful Bid with respect to the applicable Assets;
 - (iv) a written statement that the Potential Bidder has not engaged in any collusion with respect to the submission of its Bid;
 - (v) a statement that all proof of financial ability to consummate the applicable Sale Transaction or Proposed Investment Agreement in a timely manner and all information provided to support adequate assurance of future performance is true and correct; and
 - (vi) a statement that the Potential Bidder agrees to be bound by the terms of the Bidding Procedures.
- (O) Additional Requirements. A Potential Bidder must also accompany its Bid with:
- (i) a Deposit (as defined herein), except as otherwise set forth herein;
 - (ii) the contact information of the specific person(s) whom the Debtors or their advisors should contact in the event that the Debtors have any questions or wish to discuss the Bid submitted by the Potential Bidder;
 - (iii) written evidence of available cash, a commitment for financing (not subject to any conditions other than those expressly set forth in the Proposed Purchase Agreement or Proposed Investment Agreement) and such other evidence of ability to consummate the transaction contemplated by the Proposed Purchase Agreement, the Proposed Investment Agreement, the Bidding Procedures Order, and the Bidding Procedures, as acceptable in the Debtors' reasonable business judgment, after consultation with advisors to the Committee;
 - (iv) the identity of each entity that will be participating in connection with such Bid and taking ownership of the Assets (including any equity owners or sponsors, if the Potential Bidder is an entity formed for the purpose of consummating the Sale Transaction) and a copy of a board resolution or similar document demonstrating the authority of the Potential Bidder to make a binding and irrevocable bid on the terms proposed and to consummate the transaction contemplated by the Proposed Purchase Agreement or the Proposed Investment Agreement; and
 - (v) a covenant to cooperate with the Debtors to provide pertinent factual information regarding the Potential Bidder's operations reasonably

required to analyze issues arising with respect to any applicable antitrust laws and other applicable regulatory requirements.

IMPORTANT: Notwithstanding anything to the contrary in these Bidding Procedures, the Bidding Procedures Order, or the Stalking Horse Agreement, (a) Potential Bidders may submit a Bid for a subset of any of the Assets and (b) if such a Bid meets the criteria to be a Qualified Bid but for the particular Asset(s) the Potential Bidder seeks to acquire, then the Debtors and their professionals, after consultation with advisors to the Committee, are permitted to engage with such Potential Bidders for the purpose of soliciting a joint Bid or combining separate Bids into a joint Bid that qualifies as a Qualified Bid for substantially all of the Assets or substantially all of the Assets other than the QM Hotel. The Debtors may do so until commencement of the Auction(s). For the avoidance of doubt, Potential Bidders may work together to accomplish such a joint Bid, which shall not constitute collusion.

Review of Bids; Designation of Qualified Bids

The Debtors will evaluate all Bids that are timely submitted and may engage in negotiations with Potential Bidders who submitted Bids as the Debtors deem appropriate, in the exercise of their reasonable business judgment after consultation with advisors to the Committee, based upon the Debtors' evaluation of each Bid.

The Debtors shall determine, in their reasonable judgment, after consultation with advisors to the Committee, which of the Bids received by the applicable Bid Deadline qualify as a **Qualified Bid** (each Potential Bidder that submits such a Qualified Bid being a "**Qualified Bidder**") and shall notify each Qualified Bidder of its status as a Qualified Bidder by no later than **May 18, 2021 at 4:00 p.m. (prevailing Eastern Time)** (the "**Qualified Bid Deadline**"). On the Qualified Bid Deadline, the Debtors shall notify the Stalking Horse Bidder of the number of Qualified Bids received.

To the extent reasonably practicable, counsel to the Debtors shall provide summaries of the material terms of each Qualified Bid to the Committee, subject to the following proviso, and advisors to the Committee, on a professionals' eyes only basis at least twenty-four (24) hours prior to each Auction; *provided* that the Debtors may require that (i) any information regarding a bid be withheld from a member of the Committee or redacted to the extent that such member of the Committee is a Potential Bidder or (ii) any information regarding the identity of a bidder be withheld from a member of the Committee or redacted to the extent that the Debtors determine, in their reasonable business judgment and after consultation with the advisors to the Committee, that sharing such information would be likely to have a negative impact on potential bidding or otherwise be contrary to the goal of maximizing value for the Debtors' estates from the sale process. Notwithstanding anything to the contrary in these Bidding Procedures, the Stalking Horse Bidder shall be deemed to be a Qualified Bidder and the Stalking Horse Bid or any subsequent overbid by the Stalking Horse Bidder at the Auctions shall be deemed to be a Qualified Bid; *provided*, that the Debtors reserve the right to determine in their discretion after consultation with advisors to the Committee that any such overbid by the Stalking Horse Bidder as to which the Stalking Horse Bidder does not agree to serve as a Back-Up Bidder is not a Qualified Bid.

Notwithstanding anything to the contrary in the Final DIP Order⁷ or the DIP Credit Agreement (as defined in the Final DIP Order), to the extent the Stalking Horse Bidder or any insider or affiliate of the Debtors has a bid for certain assets pending (or has expressed a continuing interest (written or verbal) in bidding for such assets), the Debtors shall not provide copies of bids for such assets to such persons. In addition, to the extent any insider or affiliate of the Debtors has a bid for certain assets pending (or has expressed a continuing interest (written or verbal) in bidding for such assets), the Debtors shall not consult with such insider or affiliate regarding the sale process for such assets. For the avoidance of doubt, neither the Stalking Horse Bidder, the DIP Agent (as defined in the Final DIP Order), nor the DIP Lenders (as defined in the Final DIP Order) shall be considered an insider or affiliate of the Debtors for any purpose.

Without the written consent of the Debtors after consultation with advisors to the Committee, a Qualified Bidder may not modify, amend, or withdraw its Qualified Bid, except for proposed amendments to increase the Purchase Price or otherwise improve the terms of its Qualified Bid during the period that such Qualified Bid remains binding as specified herein; provided, that any Qualified Bid may be improved at the Auctions as set forth in these Bidding Procedures; provided, further, that the Stalking Horse Bid may be modified and/or amended pursuant to its terms. The Debtors reserve the right to work with any Potential Bidder in advance of the Auctions to cure any deficiencies in a Bid that is not initially deemed a Qualified Bid and to clarify or otherwise improve such Bid such that it may be designated a Qualified Bid.

In evaluating the Bids, the Debtors, after consultation with advisors to the Committee, may take into consideration the following non-binding factors:

1. the amount and the form of consideration of the Purchase Price (provided that for purposes of evaluating competing Bids, every dollar of the Credit Bid of the Stalking Horse Bidder (as defined in the Stalking Horse Agreement) shall be treated the same as a dollar from a cash Bid, and such Credit Bid shall not be considered inferior to a comparable cash or other non-cash Bid because it is a credit bid);
2. the assets and liabilities included in or excluded from the Bid, including any executory contracts, unexpired leases, or pensions plan proposed to be assumed;
3. the value to be provided to the Debtors under the Bid, including the net economic effect upon the Debtors' estates, including as a result of any termination payment that may be payable;
4. any benefit to the Debtors' bankruptcy estates from any assumption or waiver of liabilities;

⁷ The "**Final DIP Order**" means the *Final Order (I) Authorizing Debtors to Obtain Postpetition Financing, (II) Granting Liens and Superpriority Administrative Expenses Claims, (III) Modifying Automatic Stay, and (IV) Granting Related Relief*, dated February 24, 2021 [Docket No. 287].

5. the transaction structure and execution risk, including conditions to, timing of, and certainty of closing, termination provisions, availability of financing and financial wherewithal to meet all commitments, and required governmental or other approvals;
6. the impact on the Queen Mary Debtor's employees and the proposed treatment of the Queen Mary Employee Obligations, including the assumption of sponsorship of or liabilities associated with pension plans or the assumption of any liabilities associated with any multi-employer pension plan;
7. the impact on creditors;
8. the certainty of the Debtors being able to confirm a plan; and
9. any other factors the Debtors may reasonably deem relevant consistent with their fiduciary duties.

Failure to Receive Qualified Bids Other Than Stalking Horse Bid

If the Debtors do not receive any Qualified Bids (other than the Stalking Horse Bid) for any of the Assets on the same or better terms as provided in the Stalking Horse Bid by the applicable Bid Deadline, the Debtors will not conduct the Auctions and shall file a notice with the Bankruptcy Court indicating that such Auctions have been cancelled. The Debtors shall also publish such notice on the website of their claims and noticing agent, Donlin Recano (<https://www.donlinrecano.com/Clients/eagle/Index/>, the "**Claims Agent Website**"). If the Debtors receive no Qualified Bids other than the Stalking Horse Bid, the Stalking Horse Bidder shall be deemed the Successful Bidder and the Stalking Horse Bid shall be deemed a Successful Bid.

Deposit

A Bid must be accompanied by a good faith cash deposit in the amount of no less than ten percent (10%) of the applicable Purchase Price (a "**Deposit**"), unless otherwise agreed to by the Debtors (after consultation with advisors to the Committee) and a Potential Bidder. A Deposit must be deposited prior to the applicable Bid Deadline with an escrow agent selected by the Debtors (the "**Escrow Agent**") pursuant to an escrow agreement to be provided by the Debtors (after consultation with advisors to the Committee). To the extent a Qualified Bidder increases the Purchase Price before, during, or after the Auction, the Debtors reserve the right to require that such Qualified Bidder adjust its Deposit so that it equals ten percent (10%) of the increased Purchase Price. The terms of the Stalking Horse Bidder's deposit shall be governed exclusively by the Stalking Horse Agreement.

Auction Procedures

If the Debtors receive any Qualified Bids (other than the Stalking Horse Bid), the Debtors will conduct the Auctions on **May 20, 2021 beginning at 10:00 a.m. (prevailing Eastern Time), or on such other date as may be determined by the Debtors after consultation with the advisors to each the Committee and the Stalking Horse Bidder, virtually pursuant to procedures to be timely filed on the Bankruptcy Court's docket.** All Auctions with respect to any Assets will be held concurrently on the same date; provided, an Auction solely with respect to the QM Hotel may be held on a separate date subject to the terms of the Stalking Horse Agreement.

The Debtors, after consultation with advisors to the Committee and based upon the makeup of Qualified Bids shall structure one or more Auctions with the goal of maximizing value to the Debtors' estates.

Only Qualified Bidders will be eligible to participate in the Auctions, subject to such limitations as the Debtors may impose in good faith, after consultation with advisors to the Committee. In addition, professionals and/or other representatives of the Debtors and of the Committee shall be permitted to attend and observe the Auctions. Further, any creditor of the Debtors may request permission to attend and observe the Auctions; provided, that such creditor provides the Debtors with written notice of its intention to attend such Auction on or before one (1) business day prior to the Auction, which written notice shall be sent to proposed counsel for the Debtors via electronic mail at lucdespins@paulhastings.com and alexbongartz@paulhastings.com. The Debtors may, in their reasonable discretion after consultation with advisors to the Committee, also establish a reasonable limit on the number of representatives and/or professional advisors that may appear on behalf of or accompany Qualified Bidders or other creditors at the Auction, *provided, however*, for the avoidance of doubt, that the individual members of the Committee shall each be entitled to attend the Auctions.

Each Qualified Bidder shall be required to confirm in writing, both before and after the Auction(s), that it (together with any other person participating in its Qualified Bid) has not engaged in any collusion with respect to the submission of any Bid, the bidding, or the Auction(s).

At the Auctions, bidding will start with the highest or otherwise best purchase price and/or terms received as determined by the Debtors after consultation with advisors to the Committee. The Auction(s) will proceed thereafter in minimum bid increments (the "**Minimum Auction Bid Increments**") to be communicated to Qualified Bidders, after consultation with advisors to the Committee, prior to the commencement of the Auction. The Debtors, after consultation with advisors to the Committee, reserve the right to modify and may increase or decrease such Minimum Auction Bid Increments at any time during the Auctions. The Stalking Horse Bidder and other Qualified Bidders may increase their bids at the Auctions.

The Debtors may, in the exercise of their business judgment, adopt rules for the Auctions consistent with these Bidding Procedures and the Bidding Procedures Order that the Debtors, after consultation with advisors to the Committee, reasonably determine to be appropriate to promote a competitive Auction. Any rules adopted by the Debtors will not modify any of the terms of the Stalking Horse Bid, without the consent of the Stalking Horse Bidder. Any rules developed by the

Debtors will provide that all bids in the Auction will be made and received on an open basis, and all bidders participating in the Auctions will be entitled to be present for all bidding with the understanding that the true identity of each bidder placing a bid at each Auction will be fully disclosed to all other bidders participating in the Auction and that all material terms of each Qualified Bid submitted in response to any successive bids made at the Auction will be disclosed to all other bidders. Each Qualified Bidder will be permitted what the Debtors reasonably determine to be an appropriate amount of time to respond to the previous bid at the Auction. The Auctions will be conducted openly, may be held virtually, and shall be transcribed or recorded.

In connection with each Auction, the Debtors may, in the exercise of their reasonable business judgment after consultation with advisors to the Committee, identify the highest or otherwise best Qualified Bid(s) as the successful bid(s) (a **“Successful Bid”** and, the bidder submitting such bid, a **“Successful Bidder”**). The Debtors may also identify which Qualified Bid(s) constitute the second highest or otherwise best bid(s) and deem such second highest or otherwise best bid(s) a back-up bid (such bid(s) shall each be a **“Back-Up Bid”** and, the bidder submitting such bid, a **“Back-Up Bidder”**). Back-Up Bid(s) shall remain open and irrevocable until the earliest to occur of (i) the applicable outside date for consummation of the Sale Transaction set forth in the Back-Up Bid, (ii) consummation of the applicable Sale Transaction with a Successful Bidder, and (iii) the release of such Back-Up Bid by the Debtors in writing (such date, the **“Back-Up Bid Termination Date”**). If a Sale Transaction with a Successful Bidder is terminated prior to the Back-Up Bid Termination Date, the Back-Up Bidder shall be deemed a Successful Bidder and shall be obligated to consummate the Back-Up Bid as if it were a Successful Bid. Notwithstanding the foregoing, the Stalking Horse Bidder may only be selected as a Back-Up Bidder with respect to the Stalking Horse Bid as set forth in the Stalking Horse Agreement or any subsequent overbid with respect to which the Stalking Horse Bidder has agreed to be a Back-Up Bidder, and the Debtors are not required to deem an overbid by the Stalking Horse Bidder to be a Qualified Bid if the Stalking Horse Bidder does not agree to be a Back-Up Bidder with respect to such overbid. For the avoidance of doubt, nothing in this “Auction Procedures” section shall alter the requirement that, if the Debtors receive no Qualified Bids other than the Stalking Horse Bid, the Stalking Horse Bidder shall be deemed the Successful Bidder and the Stalking Horse Bid shall be deemed a Successful Bid.

Within one (1) business day after each Auction, (i) the Successful Bidder(s) shall submit to the Debtors fully executed documentation memorializing the terms of the Successful Bid(s) and (ii) the Back-Up Bidder(s) shall submit to the Debtors execution versions of the documentation memorializing the terms of the Back-Up Bid(s). Except as provided in the Stalking Horse Agreement with respect to the Stalking Horse Bidder, neither a Successful Bid nor a Back-Up Bid may be assigned to any party without the consent of the Debtors, after consultation with the Committee.

At any time before entry of an order approving any Sale Transaction, the Debtors reserve the right to and may reject the applicable Qualified Bid (other than the Stalking Horse Bid) if such Qualified Bid, in the Debtors’ judgment after consultation with advisors to the Committee, is: (i) inadequate or insufficient; (ii) not in conformity with the requirements of the Bankruptcy Code, these Bidding Procedures, or the terms and conditions of the applicable Sale Transaction; or (iii) contrary to the best interests of the Debtors and their estates. No attempt by the Debtors to reject a

Qualified Bid under this paragraph will modify any rights of the Debtors or the Stalking Horse Bidder under the Stalking Horse Agreement (as it may be consensually modified in writing by the Debtors and the Stalking Horse Bidder at the Auctions or prior thereto).

Post-Auction Process

No later than **May 21, 2021 at 4:00 p.m. (prevailing Eastern Time)** the Debtors shall (i) file with the Bankruptcy Court and post on the Claims Agent Website a notice of the Successful Bid(s), Successful Bidder(s), Back-Up Bid(s), and Back-Up Bidder(s), and (ii) provide or cause to be provided to affected Counterparties information supporting the Successful Bidder's ability to comply with the requirements to provide adequate assurance of future performance under Bankruptcy Code section 365(f)(2) and, if applicable, Bankruptcy Code section 365(b)(3), including, to the extent reasonably available and applicable, the Successful Bidder's financial wherewithal and willingness to perform under applicable Designated Contracts and Designated Leases (each as defined in the Stalking Horse Agreement), as provided in such Successful Bidder's bid. Unless otherwise required by the Debtors' fiduciary duties, the Debtors shall not consider any bids submitted after the conclusion of each Auction.

Each Successful Bidder shall appear at the Sale Hearing (as defined herein) and be prepared to have a representative(s) testify in support of its Successful Bid and the Successful Bidder's ability to close in a timely manner and provide adequate assurance of its future performance under Designated Contracts and Designated Leases to be assumed and assigned as part of the applicable Sale Transaction. Within seven (7) calendar days after each Auction (if any), the Debtors shall direct the Escrow Agent to return the Deposits of all bidders participating in such Auction, together with interest accrued thereon, other than the Deposits of the Successful Bidder(s) and Back-Up Bidder(s); provided, for the avoidance of doubt, the return of the Deposit of the Stalking Horse Bidder shall be governed by the Stalking Horse Agreement. Within five (5) calendar days after the applicable Back-Up Bid Termination Date, the Debtors shall direct the Escrow Agent to return the Deposit(s) of the Back-Up Bidder(s), together with interest accrued thereon (if any). Upon the authorized return of any such Deposits, the Bid associated therewith shall be deemed revoked and no longer enforceable.

Each Successful Bidder's deposit (if any) shall be applied against the equivalent portion of the Purchase Price of its Successful Bid upon the consummation of the applicable Sale Transaction. In addition to the foregoing, the deposit of any Qualified Bidder will be forfeited to the Debtors if (i) the Qualified Bidder attempts to modify, amend, or withdraw its Qualified Bid, except as permitted herein or with the Debtors' written consent, during the time the Qualified Bid remains binding and irrevocable or (ii) except as provided herein, the Qualified Bidder is selected as a Successful Bidder and fails to enter into the required definitive documentation or to consummate the applicable Sale Transaction in accordance with these Bidding Procedures; provided, however, that this paragraph shall not apply to the Deposit of the Stalking Horse Bidder, and such Deposit shall be treated as set forth in the Stalking Horse Agreement.

Notices Regarding Assumption and Assignment

The Debtors shall provide all notices regarding the proposed assumption and assignment of contracts and leases in accordance with the Assumption and Assignment Procedures included in the Bidding Procedures Order.

Sale Hearing

The Debtors will seek entry of an order authorizing and approving, among other things, the applicable Sale Transaction at a hearing before the Bankruptcy Court to be held on **May 28, 2021 at _____ [a.m./p.m.] (prevailing Eastern Time)** (the “**Sale Hearing**”). The objection deadline for the Sale Transaction is **May 14, 2021 at 4:00 p.m. (prevailing Eastern Time)** (the “**Sale Objection Deadline**”).

The Sale Hearing may be adjourned or continued to a later date by the Debtors, after advance notice to the Stalking Horse Bidder and consultation with advisors to the Committee by sending notice prior to or making an announcement at the Sale Hearing. No further notice of any such adjournment or continuance will be required to be provided to any party. Objections solely to the conduct of the Auction (if held), the selection of the Successful Bidder (other than the Stalking Horse Bidder), or the approval of the Sale with the Successful Bidder (other than the Stalking Horse Bidder) (each, a “**Supplemental Objection**”) must be (i) filed in accordance with the Bidding Procedures, (ii) filed with the Bankruptcy Court, and (iii) served on the Objection Notice Parties (as defined in the Sale Notice) on or before **May 24, 2021 at 4:00 p.m. (prevailing Eastern Time)** (the “**Supplemental Objection Deadline**”).

Objections to any Sale Transactions, including any objection to the sale of any Assets free and clear of liens, claims, encumbrances, and other interests (each, a “**Sale Objection**”), must: be in writing; (ii) state the name and address of the objecting party and the amount and nature of the claim or interest of such party; (iii) state with particularity the basis and nature of any objection, and provide proposed language that, if accepted and incorporated by the Debtors, would obviate such objection; (iv) conform to the Bankruptcy Code, Bankruptcy Rules, and Local Rules; and (v) be filed with the Bankruptcy Court and be served on the Objection Notice Parties by the deadline provided in the applicable Sale Notice. In addition to being filed with the Bankruptcy Court, any such responses or objections must be served on the Objection Notice Parties and any such other parties as the Bankruptcy Court may order, by the Sale Objection Deadline or Supplemental Objection Deadline (as applicable); provided, that the Debtors may extend such Sale Objection Deadline or Supplemental Objection Deadline, as the Debtors deem appropriate in the exercise of their reasonable business judgment and after consultation with advisors to the Committee. If a timely Sale Objection or Supplemental Objection cannot otherwise be resolved by the parties, such objection shall be heard by the Bankruptcy Court at the applicable sale hearing (which may be the Sale Hearing).

Any party who fails to (i) file a Sale Objection with the Bankruptcy Court and serve it on the Objection Notice Parties by **May 14, 2021 at 4:00 p.m. (prevailing Eastern Time)** or (ii) file a Supplemental Objection on the Objection Notice Parties on or before **May 24, 2021 at 4:00 p.m. (prevailing Eastern Time)** will be forever barred from asserting, at the Sale Hearing or thereafter,

any objection to the consummation of the applicable Sale Transaction, any Supplemental Objection, and any related relief requested by the Debtors.

Consent to Jurisdiction and Authority as Condition to Bidding

All Potential Bidders (including the Stalking Horse Bidder) that participate in the bidding process shall be deemed to have (i) consented to the core jurisdiction of the Bankruptcy Court with respect to these Bidding Procedures, the bid process, the Auctions, any Sale Transaction, the Sale Hearing, or the construction and enforcement of any agreement or any other document relating to a Sale Transaction; (ii) waived any right to a jury trial in connection with any disputes relating to any of the foregoing; and (iii) consented to the entry of a final order or judgment in any way related to any of the foregoing if it is determined that the Bankruptcy Court would lack Article III jurisdiction to enter such a final order or judgment absent the consent of the parties.

Reservation of Rights

The Debtors reserve the right to, in their reasonable business judgment, after consultation with advisors to the Committee, in a manner consistent with their fiduciary duties and applicable law: (i) to modify these Bidding Procedures; (ii) waive terms and conditions set forth herein with respect to all Potential Bidders; (iii) extend the deadlines set forth herein; and (iv) announce at the Auction the modified or additional procedures for conducting such Auction, in each case, to the extent not materially inconsistent with these Bidding Procedures and the Bidding Procedures Order; provided, that any modification or other adjustment to the Bidding Procedures shall be materially consistent with the Stalking Horse Agreement and otherwise not disproportionately adversely affect the Stalking Horse Bidder. Except as provided in the Stalking Horse Agreement, nothing in these Bidding Procedures shall obligate the Debtors to consummate or pursue any transaction with respect to any Asset with a Qualified Bidder.

In addition to the consultation rights of the Committee and its advisors set forth herein, the Committee reserves its right to seek Bankruptcy Court relief with regard to the Auctions, the Bidding Procedures, and any related items. The Committee will be permitted to seek relief from the Bankruptcy Court on an expedited basis if it disagrees with any actions or decision made by the Debtors as part of these Bidding Procedures. The rights of the Committee with respect to the outcome of the Auctions are reserved.

Fiduciary Out

Nothing in these Bidding Procedures shall require the Debtors to take any action, or refrain from taking any action to the extent the Debtors determine, based on the advice of counsel, that taking such action, or refraining from taking such action, as applicable, is required to comply with applicable law or its fiduciary obligations under applicable law.

Schedule 1**Break-Up Fees and Expense Reimbursements⁸**

Hotel Properties Covered by Winning Bid (Other than Stalking Horse Bid)	Break-Up Fee and Expense Reimbursement
All Hotels	Break-Up Fee: \$9,400,000 (<i>i.e.</i> , 2% of \$470,000,000) Expense Reimbursement: capped at \$3,000,000
All Hotels except QM Hotel	Break-Up Fee: \$9,100,000 (<i>i.e.</i> , 2% of \$455,000,000) Expense Reimbursement: capped at \$3,000,000
QM Hotel	Break-Up Fee: \$300,000 (<i>i.e.</i> , 2% of Purchase Price Allocation for QM Hotel (\$15,000,000)) Expense Reimbursement: none
All Six Designated Hotels	Break-Up Fee: \$2,920,000 (<i>i.e.</i> , 2% of Purchase Price Allocation for six Designated Hotels (\$146,000,000)) Expense Reimbursement: none
Subset of Designated Hotels	Break-Up Fee: 2% of Purchase Price Allocation for such Designated Hotels • DTSLC: \$550,000 (<i>i.e.</i>, 2% of \$27,500,000) • ESAN: \$520,000 (<i>i.e.</i>, 2% of \$26,000,000) • ESPD: \$350,000 (<i>i.e.</i>, 2% of \$17,500,000) • FPSJ: \$670,000 (<i>i.e.</i>, 2% of \$33,500,000) • HAN: \$660,000 (<i>i.e.</i>, 2% of \$33,000,000) • SDTC: \$170,000 (<i>i.e.</i>, 2% of \$8,500,000) Expense Reimbursement: none

⁸ Capitalized terms used in this Schedule 1 have the meanings set forth in the Stalking Horse Agreement.

EXHIBIT 2

Sale Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	)	
	)	Chapter 11
EHT US1, Inc., <i>et al.</i> , ¹	)	
	)	Case No. 21-10036 (CSS)
	)	
Debtors.	)	(Jointly Administered)
	)	

NOTICE OF SALE, BIDDING PROCEDURES, AUCTIONS AND SALE HEARING

On March 9, 2021 EHT US1, Inc. and its affiliated debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) filed with the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) a motion (Docket No. [●]) (the “**Motion**”)² for the entry of an order (the “**Bidding Procedures Order**”): (i) approving the Bidding Procedures, substantially in the form attached to the Bidding Procedures Order as **Exhibit 1**; (ii) authorizing the Debtors to designate a stalking horse bidder; (iii) approving certain protections for the stalking horse bidder (iv) setting the deadline for potential bidders to submit a proposal to purchase the Debtors’ Assets (the “**Bid Deadline**”), scheduling the auctions (the “**Auctions**”), and scheduling the hearing with respect to the approval of the sale (the “**Sale Hearing**”); (v) authorizing and approving the form and manner of the Sale Notice; (vi) authorizing and approving the Cure Notice to the Counterparties regarding the Debtors’ potential assumption and assignment of the Designated Contracts and Designated Leases and of the Debtors’ calculation of the amount necessary to cure any defaults thereunder (the “**Cure Costs**”); (vii) authorizing and approving procedures for the assumption and assignment of the Designated Contracts and Designated Leases and the determination of Cure Costs with respect thereto (collectively, the “**Assumption and Assignment Procedures**”); and (viii) granting related relief.

On March [●], 2021, the Bankruptcy Court entered the Bidding Procedures Order (Docket No. No. [●]) approving, among other things, the Bidding Procedures, which establish the key dates

¹ The Debtors in these chapter 11 cases, along with the last four digits of each debtor’s tax identification number, as applicable, are as follows: EHT US1, Inc.(6703); 5151 Wiley Post Way, Salt Lake City, LLC (1455); ASAP Cayman Atlanta Hotel LLC (2088); ASAP Cayman Denver Tech LLC (7531); ASAP Cayman Salt Lake City Hotel LLC (7546); ASAP Salt Lake City Hotel, LLC (7146); Atlanta Hotel Holdings, LLC (6450); CI Hospitality Investment, LLC (7641); Eagle Hospitality Real Estate Investment Trust (7734); Eagle Hospitality Trust S1 Pte. Ltd. (7669); Eagle Hospitality Trust S2 Pte. Ltd. (7657); EHT Cayman Corp. Ltd. (7656); Sky Harbor Atlanta Northeast, LLC (6846); Sky Harbor Denver Holdco, LLC (6650); Sky Harbor Denver Tech Center, LLC (8303); UCCONT1, LLC (0463); UCF 1, LLC (6406); UCRDH, LLC (2279); UCHIDH, LLC (6497); Urban Commons 4th Street A, LLC (1768); Urban Commons Anaheim HI, LLC (3292); Urban Commons Bayshore A, LLC (2422); Urban Commons Cordova A, LLC (4152); Urban Commons Danbury A, LLC (4388); Urban Commons Highway 111 A, LLC (4497); Urban Commons Queensway, LLC (6882); Urban Commons Riverside Blvd., A, LLC (4661); and USHIL Holdco Member, LLC (4796). The Debtors’ mailing address is 3 Times Square, 9th Floor New York, NY 10036 c/o Alan Tantleff (solely for purposes of notices and communications).

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion or Bidding Procedures, as applicable.

and times related to the Auctions and Sale Hearing. All interested bidders should carefully read the Bidding Procedures Order and the Bidding Procedures in their entirety.³

Stalking Horse Bid

A binding stalking horse bid (the “**Stalking Horse Bid**”) has been submitted by Madison Phoenix LLC (the “**Stalking Horse Bidder**”). The Stalking Horse Bidder has executed an asset purchase agreement (the “**Stalking Horse Agreement**”)⁴ for the purchase of substantially all of the Debtors’ assets (the “**Stalking Horse Bid**”) free and clear of all claims, liens, encumbrances and interests on such property. The Stalking Horse Bid is subject to higher or otherwise better offers submitted in accordance with the terms and provisions of the Bidding Procedures.

Important Dates and Deadlines

- **Bid Deadline.** Any person or entity interested in participating in the Auctions for the sale of the Debtors’ Assets must submit a Qualified Bid on or before **May 14, 2021 at 4:00 p.m. (prevailing Eastern Time)** (the “**Bid Deadline**”). Parties who may be interested in bidding on the Assets should review the section herein titled “Additional Information” for contact details and how to obtain additional information on how to submit a bid in advance of the Bid Deadline.
- **Auctions.** If the Debtors receive more than one Qualified Bid (in addition to the Stalking Horse Bid), the Debtors will conduct the Auctions, which have been scheduled for **May 20, 2021 at 10:00 a.m. (prevailing Eastern Time)** and will be conducted remotely pursuant to procedures set forth in the Bidding Procedures and such other procedures to be timely filed on the Bankruptcy Court’s docket, or such other date, time, and location as shall be timely communicated to all entities entitled to attend the Auctions.
- **Sale Objection and Supplemental Objection Deadlines.** Objections to the sale (a “**Sale Objection**”), including any objection to the sale of the Debtors’ Assets free and clear of all claims and interests pursuant to section 363(f) of the Bankruptcy Code, must be (i) filed in accordance with the Bidding Procedures, (ii) filed with the Bankruptcy Court, and (iii) served on the Objection Notice Parties (as defined herein) on or before **May 14, 2021 at 4:00 p.m. (prevailing Eastern Time)** (the “**Sale Objection Deadline**”). Objections solely to the conduct of the Auctions (if held), the selection of the Successful Bidder (other than the Stalking Horse Bidder), or the approval of the Sale with the Successful Bidder (other than the Stalking Horse Bidder) (each, a “**Supplemental Objection**”) must be (i) filed in accordance with the Bidding Procedures, (ii) filed with the Bankruptcy Court, and (iii) served on the Objection Notice Parties on or before **May 24, 2021 at 4:00 p.m. (prevailing Eastern Time)** (the “**Supplemental Objection Deadline**”).
- **Sale Hearing.** A hearing to approve and authorize the sale of the Debtors’ Assets to the Successful Bidder (which may be the Stalking Horse Bidder) will be held before the Court

³ To the extent of any inconsistencies between the Bidding Procedures and the summary descriptions of the Bidding Procedures in this notice, the terms in the Bidding Procedures shall control in all respects.

⁴ The Stalking Horse Agreement is attached as **Exhibit [4]** to the Bidding Procedures Order.

on or before **May 28, 2021 at [__:__] a.m./p.m. (prevailing Eastern Time)** or such other date as determined by the Court.

Filing Objections

Sale Objections, if any, must (i) be in writing, (ii) state, with specificity, the legal and factual bases thereof, (iii) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, (iv) be filed with the Court by no later than the Sale Objection Deadline, and (v) be served on (a) counsel for the Debtors, Paul Hastings LLP, 200 Park Avenue, New York, New York 10166 (Attn: Luc A. Despins (lucdespins@paulhastings.com), Pedro A. Jimenez (pedrojimenez@paulhastings.com) and G. Alexander Bongartz (alexbongartz@paulhastings.com)), and Cole Schotz P.C., 500 Delaware Avenue, Suite 1410, Wilmington, Delaware 19801 (Attn: Seth Van Aalten (svanaalten@coleschotz.com), G. David Dean (ddean@coleschotz.com), and Justin R. Alberto (jalberto@coleschotz.com)); (b) counsel for the Stalking Horse Bidder, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153, (Attn: Gabriel A. Morgan (Gabriel.Morgan@weil.com)) and Morris, Nichols, Arsht & Tunnell LLP, 1201 N. Market Street, 16th Floor, Wilmington, Delaware 19899, (Attn: Robert J. Dehney (RDehney@mnat.com) and Andrew R. Remming (ARemming@mnat.com)); (c) proposed counsel for the Official Committee of Unsecured Creditors, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036 (Attn: Adam C. Rogoff (arogoff@kramerlevin.com), Daniel M. Eggermann (deggermann@kramerlevin.com), Robert T. Schmidt (rschmidt@kramerlevin.com), and Douglas Buckley (dbuckley@kramerlevin.com)) and Morris James LLP, 500 Delaware Avenue, Suite 1500, Wilmington, Delaware 19801, (Attn: Eric J. Monzo (emonzo@morrisjames.com) and Brya M. Keilson (bkeilson@morrisjames.com)); (d) counsel for Bank of America, N.A., Morgan, Lewis & Bockius LLP, (Attn: P. Sabin Willett (sabin.willett@morganlewis.com), Jennifer Feldsher (Jennifer.feldsher@morganlewis.com) and David M. Riley (david.riley@morganlewis.com); and (e) the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801 (Attn: Richard Schepacarter, Esq.) (collectively, the “**Objection Notice Parties**”).

Additional Information

The Bidding Procedures set forth the requirements for becoming a Qualified Bidder and submitting a Qualified Bid, and any party interested in making an offer to purchase the Debtors’ Assets must comply with the Bidding Procedures. Only Qualified Bids will be considered by the Debtors, in accordance with the Bidding Procedures.

Any party interested in submitting a bid should contact the Debtors’ investment banker, Moelis & Company (Attn: Larry Kwon (larry.kwon@moelis.com), Grant Kassel (grant.kassel@moelis.com), and Jay Ramachandran (jay.ramachandran@moelis.com), as soon as possible.

Copies of the Motion, the Bidding Procedures Order, and the Bidding Procedures, as well as all related exhibits and all other agreements filed with the Court, may be obtained free of charge at the website dedicated to the Debtors’ chapter 11 cases maintained by their claims and noticing

agent, Donlin, Recano & Company, Inc. at <https://www.donlinrecano.com/Clients/eagle/Index>, or can be requested by e-mail at eagleinfo@donlinrecano.com.

Reservation of Rights

Except as otherwise set forth herein and in the Bidding Procedures and the Bidding Procedures Order, the Debtors reserve the right to, in their reasonable business judgment, in a manner consistent with their fiduciary duties and applicable law, to modify the Bidding Procedures; waive terms and conditions set forth therein with respect to all Potential Bidders; extend the deadlines set forth therein; announce at the Auctions modified or additional procedures for conducting the Auctions; alter the assumptions set forth therein; provided that the Debtors shall not be authorized to make material modifications to the Bidding Procedures without further order of the Court. The Debtors may provide reasonable accommodations to any Potential Bidder(s) with respect to such terms, conditions, and deadlines of the bidding and Auction process to promote further bids on the Debtors' Assets, in each case, to the extent not materially inconsistent with the Bidding Procedures and the Bidding Procedures Order. All parties reserve their rights to seek Bankruptcy Court relief with regard to the Auctions, the Bidding Procedures, and any related items (including, if necessary, to seek an extension of the Bid Deadline).

FAILURE TO ABIDE BY THE BIDDING PROCEDURES, THE BIDDING PROCEDURES ORDER, OR ANY OTHER ORDER OF THE BANKRUPTCY COURT IN THESE CHAPTER 11 CASES MAY RESULT IN THE REJECTION OF YOUR BID.

THE FAILURE OF ANY PERSON OR ENTITY TO FILE AND SERVE AN OBJECTION IN ACCORDANCE WITH THE BIDDING PROCEDURES ORDER BY THE SALE OBJECTION DEADLINE SHALL FOREVER BAR SUCH PERSON OR ENTITY FROM ASSERTING ANY OBJECTION TO THE MOTION, THE ORDER APPROVING THE SALE TRANSACTION, THE PROPOSED SALE TRANSACTION, OR THE DEBTORS' CONSUMMATION OF THE STALKING HORSE BID OR ANY OTHER AGREEMENT EXECUTED BY THE DEBTORS AND ONE OR MORE SUCCESSFUL BIDDERS AT THE AUCTIONS.

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Dated: March [], 2021
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ Draft

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- and -

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Counsel to Debtors and Debtors in Possession

EXHIBIT 3

Cure Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

	X	
	:	
In re:	:	Chapter 11
	:	
EHT US1, Inc., <i>et al.</i> ,	:	Case No. 21-10036 (CSS)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
	X	

**NOTICE OF CURE COSTS AND POTENTIAL
ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS
AND UNEXPIRED LEASES IN CONNECTION WITH SALE TRANSACTION**

On March [●], 2021 EHT US1, Inc. and its affiliated debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) filed with the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) a motion [Docket No. [●]] (the “**Motion**”)² for the entry of an order (the “**Bidding Procedures Order**”): (i) approving the Bidding Procedures, substantially in the form attached to the Bidding Procedures Order as **Exhibit 1**; (ii) authorizing the Debtors to designate a stalking horse bidder; (iii) approving certain protections for the stalking horse bidder; (iv) setting the deadline for potential bidders to submit a proposal to purchase the Debtors’ Assets (the “**Bid Deadline**”), scheduling the auctions (the “**Auctions**”), and scheduling the hearing with respect to the approval of the sale (the “**Sale Hearing**”); (v) authorizing and approving the form and manner of the Sale Notice; (vi) authorizing and approving the Cure Notice to the Counterparties regarding the Debtors’ potential assumption and assignment of the Designated Contracts and Designated Leases and of the Debtors’ calculation of the amount necessary to cure any defaults thereunder (the “**Cure Costs**”); (vii) authorizing and approving procedures for the assumption and assignment of the Designated Contracts and

¹ The Debtors in these chapter 11 cases, along with the last four digits of each debtor’s tax identification number, as applicable, are as follows: EHT US1, Inc. (6703); 5151 Wiley Post Way, Salt Lake City, LLC (1455); ASAP Cayman Atlanta Hotel LLC (2088); ASAP Cayman Denver Tech LLC (7531); ASAP Cayman Salt Lake City Hotel LLC (7546); ASAP Salt Lake City Hotel, LLC (7146); Atlanta Hotel Holdings, LLC (6450); CI Hospitality Investment, LLC (7641); Eagle Hospitality Real Estate Investment Trust (7734); Eagle Hospitality Trust S1 Pte Ltd. (7669); Eagle Hospitality Trust S2 Pte Ltd. (7657); EHT Cayman Corp. Ltd. (7656); Sky Harbor Atlanta Northeast, LLC (6846); Sky Harbor Denver Holdco, LLC (6650); Sky Harbor Denver Tech Center, LLC (8303); UCCONT1, LLC (0463); UCF 1, LLC (6406); UCRDH, LLC (2279); UCHIDH, LLC (6497); Urban Commons 4th Street A, LLC (1768); Urban Commons Anaheim HI, LLC (3292); Urban Commons Bayshore A, LLC (2422); Urban Commons Cordova A, LLC (4152); Urban Commons Danbury A, LLC (4388); Urban Commons Highway 111 A, LLC (4497); Urban Commons Queensway, LLC (6882); Urban Commons Riverside Blvd., A, LLC (4661); and USHIL Holdco Member, LLC (4796). The Debtors’ mailing address is 3 Times Square, 9th Floor New York, NY 10036 c/o Alan Tantleff (solely for purposes of notices and communications).

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion or Bidding Procedures, as applicable.

Designated Leases and the determination of Cure Costs with respect thereto (collectively, the “**Assumption and Assignment Procedures**”); and (viii) granting related relief.

On March [●], 2021, the Bankruptcy Court entered the Bidding Procedures Order [Docket No. [●]] approving, among other things, the Bidding Procedures, which establishes the key dates and times related to the Auctions and Sale Hearing.³

You are receiving this Notice because you may be a counterparty to an executory contract or unexpired lease of the Debtors that may be assumed and assigned to the Successful Bidder, or as otherwise contemplated in the Successful Bid (collectively, the “Designated Contracts and Designated Leases”). Each of the Designated Contracts and Designated Leases that may be assumed and assigned in connection with a Sale Transaction with a Successful Bidder and the Debtors’ calculation of the Cure Costs with respect thereto are set forth on **Exhibit A** hereto.⁴ The Cure Costs are the only amounts proposed to be paid upon the assumption and assignment of the Designated Contracts and Designated Leases.

Stalking Horse Bid

A binding stalking horse bid (the “**Stalking Horse Bid**”) has been submitted by Madison Phoenix LLC (the “**Stalking Horse Bidder**”). The Stalking Horse Bidder has executed an asset purchase agreement (the “**Stalking Horse Agreement**”)⁵ for the purchase of substantially all of the Debtors’ Assets (the “**Stalking Horse Bid**”). The Stalking Horse Bid is subject to higher or otherwise better offers submitted in accordance with the terms and provisions of the Bidding Procedures. The party submitting the highest or otherwise best bid shall be referred to herein as the “**Successful Bidder.**”

Key Dates

The key dates associated with the Assumption and Assignment Procedures for all Designated Contracts and Designated Leases are as follows. Such dates may be extended or otherwise modified by the Debtors, after consultation with the professionals to the Committee, by filing a notice of such extension or modification on the Court’s docket:

- **Cure Objection/Adequate Assurance Objection Deadline with Respect to Stalking Horse Bidder.** Objections to the proposed Cure Costs of any Designated Contracts and Designated Leases listed on **Exhibit A** hereto and provision of adequate assurance of future performance with respect to the Stalking Horse Bidder must be filed with the Court and be served on the Objection Notice Parties (as defined herein) on or before **April [●], 2021 at 4:00 p.m. (prevailing Eastern Time).**
- **Adequate Assurance Objection with Respect to Any Other Successful Bidder.** Objections to the adequate assurance of future performance of any Designated Contracts

³ To the extent of any inconsistencies between the Bidding Procedures and the summary descriptions of the Bidding Procedures in this notice, the terms in the Bidding Procedures shall control in all respects.

⁴ The Cure Costs are calculated as of [____], 2021.

⁵ The Stalking Horse Agreement is attached as **Exhibit []** to the Bidding Procedures Order.

and Designated Leases listed on **Exhibit A** hereto with respect to any other Successful Bidder must be filed with the Court and be served on the Objection Notice Parties (as defined herein) on or before served on the Objection Notice Parties on or before **May 24, 2021 at 4:00 p.m. (prevailing Eastern Time)**.

- **Sale Hearing.** A hearing to approve and authorize the sale of the Debtors' Assets to the Successful Bidder (which may be the Stalking Horse Bidder) will be held before the Court on or before **May 28, 2021 at [•] [a.m./p.m.] (prevailing Eastern Time)** or such other date as determined by the Court.

Filing Objections

A. Cure Objections

Any objection to the potential assumption, assignment, or designation of Designated Contracts and Designated Leases identified on **Exhibit A** hereto, the subject of which objection is the Debtors' proposed Cure Costs, if any, must (i) be in writing, (ii) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, (iii) state, with specificity, the legal and factual basis thereof, including, what Cure Costs the objecting party believes are required, (iv) include any appropriate documentation in support thereof, (v) be filed with the Court by no later than **April [•], 2021 at 4:00 p.m. (prevailing Eastern Time)**, and (vi) served on (a) counsel for the Debtors, Paul Hastings LLP, 200 Park Avenue, New York, New York 10166 (Attn: Luc A. Despins (lucdespins@paulhastings.com), Pedro A. Jimenez (pedrojimenez@paulhastings.com) and G. Alexander Bongartz (alexbongartz@paulhastings.com)), and Cole Schotz P.C., 500 Delaware Avenue, Suite 1410, Wilmington, Delaware 19801 (Attn: Seth Van Aalten (svanaalten@coleschotz.com), G. David Dean (ddean@coleschotz.com), and Justin R. Alberto (jalberto@coleschotz.com)); (b) counsel for the Stalking Horse Bidder, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153, (Attn: Gabriel A. Morgan (Gabriel.Morgan@weil.com)) and Morris, Nichols, Arsht & Tunnell LLP, 1201 N. Market Street, 16th Floor, Wilmington, Delaware 19899, (Attn: Robert J. Dehney (RDehney@mnat.com) and Andrew R. Remming (ARemming@mnat.com)); (c) proposed counsel for the Official Committee of Unsecured Creditors, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036 (Attn: Adam C. Rogoff (arogoff@kramerlevin.com), Daniel M. Eggermann (deggermann@kramerlevin.com), Robert T. Schmidt (rschmidt@kramerlevin.com), and Douglas Buckley (dbuckley@kramerlevin.com)) and Morris James LLP, 500 Delaware Avenue, Suite 1500, Wilmington, Delaware 19801, (Attn: Eric J. Monzo (emonzo@morrisjames.com) and Brya M. Keilson (bkeilson@morrisjames.com)); (d) counsel for Bank of America, N.A., Morgan, Lewis & Bockius LLP, (Attn: P. Sabin Willett (sabin.willett@morganlewis.com), Jennifer Feldsher (Jennifer.feldsher@morganlewis.com) and David M. Riley (david.riley@morganlewis.com); and (e) the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801 (Attn: Richard Schepacarter, Esq.) (collectively, the "**Objection Notice Parties**").

IF A COUNTERPARTY FAILS TO FILE WITH THE BANKRUPTCY COURT AND SERVE ON THE OBJECTION NOTICE PARTIES A TIMELY CURE OBJECTION, THE COUNTERPARTY SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION WITH REGARD TO ASSUMPTION AND ASSIGNMENT OF THE

RESPECTIVE DESIGNATED CONTRACT OR DESIGNATED LEASE OR THE AMOUNT TO CURE ANY DEFAULT UNDER SUCH DESIGNATED CONTRACT OR DESIGNATED LEASE. THE CURE COSTS SET FORTH ON EXHIBIT A HERETO SHALL BE CONTROLLING AND WILL BE THE ONLY AMOUNT NECESSARY TO CURE OUTSTANDING DEFAULTS UNDER THE APPLICABLE DESIGNATED CONTRACT OR DESIGNATED LEASE UNDER BANKRUPTCY CODE SECTION 365(B), NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE DESIGNATED CONTRACT OR DESIGNATED LEASE, OR ANY OTHER DOCUMENT, AND THE APPLICABLE COUNTERPARTY SHALL BE FOREVER BARRED FROM ASSERTING ANY ADDITIONAL CURE OR OTHER AMOUNTS WITH RESPECT TO SUCH DESIGNATED CONTRACT OR DESIGNATED LEASE AGAINST THE DEBTORS, ANY SUCCESSFUL BIDDER, OR THE PROPERTY OF ANY OF THEM.

Adequate Assurance Objections

Adequate Assurance Objections with respect to the assumption and assignment of any Designated Contract or Designated Lease identified on **Exhibit A** hereto must (i) be in writing, (ii) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, (iii) state, with specificity, the legal and factual basis thereof, (iv) include any appropriate documentation in support thereof, (v) be filed with the Court by no later than **April [●], 2021 at 4:00 p.m. (prevailing Eastern Time)**, with respect to the Stalking Horse Bidder, and **May 24, 2021 at 4:00 p.m. (prevailing Eastern Time)**, with respect to any other Successful Bidder, and (vi) served on the Objection Notice Parties.

Adequate assurance of future performance information regarding the Stalking Horse Bidder is also available by contacting counsel to the Debtors at the contact information set forth in Section A above.

IF A COUNTERPARTY FAILS TO FILE WITH THE BANKRUPTCY COURT AND SERVE ON THE OBJECTION NOTICE PARTIES A TIMELY ADEQUATE ASSURANCE OBJECTION, THE COUNTERPARTY SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION WITH REGARD TO ADEQUATE ASSURANCE OF FUTURE PERFORMANCE OF THE APPLICABLE DESIGNATED CONTRACT OR DESIGNATED LEASE. THE SUCCESSFUL BIDDER (OR ANY OTHER ENTITY CONTEMPLATED BY THE SUCCESSFUL BID) SHALL BE DEEMED TO HAVE PROVIDED ADEQUATE ASSURANCE OF FUTURE PERFORMANCE WITH RESPECT TO THE APPLICABLE DESIGNATED CONTRACT OR DESIGNATED LEASE IN ACCORDANCE WITH BANKRUPTCY CODE SECTION 365(F)(2)(B), NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE DESIGNATED CONTRACT OR DESIGNATED LEASE OR ANY OTHER DOCUMENT.

Sale Hearing

The Debtors will seek to assume and assign certain of the Designated Contracts and Designated Leases at a hearing to approve the Sale Transaction (the “**Sale Hearing**”) that is scheduled to commence on **May 28, 2021 at [●] [a.m./p.m.] (prevailing Eastern Time)** before the Honorable Christopher S. Sontchi, in the United States Bankruptcy Court for the District of

Delaware, 824 N. Market Street, 6th Floor, Wilmington, DE 19801. If a timely Cure Objection or Adequate Assurance Objection is received and such objection cannot otherwise be resolved by the parties, such objection shall be heard at the Sale Hearing or such later date as the Debtors determine.

Additional Information

Copies of the Motion, the Bidding Procedures Order, and the Bidding Procedures, as well as all related exhibits, including the Stalking Horse Bid and all other agreements filed with the Court, may be obtained free of charge at the website dedicated to the Debtors' chapter 11 cases maintained by their claims and noticing agent, Donlin, Recano & Company, Inc. at <https://www.donlinrecano.com/Clients/eagle/Index>, or can be requested by e-mail at eagleinfo@donlinrecano.com.

Other

The inclusion of any contract or lease on **Exhibit A** hereto shall not constitute or be deemed a determination or admission by the Debtors that such contract or other document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code (all rights with respect thereto being expressly reserved).

Notwithstanding the inclusion of any lease or contract on **Exhibit A** hereto, a Successful Bidder (including the Stalking Horse Bidder) is not bound or required to accept assignment of any Designated Contract or Designated Lease.

[Remainder of page intentionally left blank.]

Dated: March [], 2021
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ Draft

Seth Van Aalten (admitted *pro hac vice*)

G. David Dean (No. 6403)

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- and -

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alexbongartz@paulhastings.com

Counsel to Debtors and Debtors in Possession

EXHIBIT 4

Stalking Horse Agreement

AGREEMENT OF PURCHASE AND SALE

Among

URBAN COMMONS DANBURY A, LLC,
5151 WILEY POST WAY, SALT LAKE CITY, LLC,
UCF 1, LLC,
URBAN COMMONS HIGHWAY 111 A, LLC,
URBAN COMMONS 4TH STREET A, LLC,
URBAN COMMONS BAYSHORE A, LLC,
URBAN COMMONS QUEENSWAY, LLC,
URBAN COMMONS ANAHEIM HI, LLC,
URBAN COMMONS CORDOVA A, LLC,
URBAN COMMONS RIVERSIDE BLVD. A, LLC,
UCHIDH, LLC,
UCRDH, LLC,
SKY HARBOR DENVER TECH CENTER, LLC,
UCCONT1, LLC,
SKY HARBOR ATLANTA NORTHEAST, LLC,

INDIVIDUALLY, AS SELLER, AND COLLECTIVELY, AS SELLERS

and

MADISON PHOENIX LLC,
AS BUYER

Dated as of March 7, 2021

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Exhibits

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Exhibit B	-	Bidding Procedures Order
Exhibit C-1	-	Form of CT Deed
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Exhibit C-5	-	Form of FL Deed
Exhibit C-6	-	Form of GA Deed

AGREEMENT OF PURCHASE AND SALE

This AGREEMENT OF PURCHASE AND SALE (this “Agreement”) is made as of March 7, 2021 (the “Effective Date”), by and among Urban Commons Danbury A, LLC, a Delaware limited liability company (“CPDCT Seller”), 5151 Wiley Post Way, Salt Lake City, LLC, a Delaware limited liability company (“DTS LC Seller”), UCF 1, LLC, a Delaware limited liability company (“ESAN Seller”), Urban Commons Highway 111 A, LLC, a Delaware limited liability company (“ESPD Seller”), Urban Commons 4th Street A, LLC, a Delaware limited liability company (“FPSJ Seller”), Urban Commons Bayshore A, LLC, a Delaware limited liability company (“HISM Seller”), Urban Commons Queensway, LLC, a California limited liability company (“QM Seller”), Urban Commons Anaheim HI, LLC, a Delaware limited liability company (“HIA Seller”), Urban Commons Cordova A, LLC, a Delaware limited liability company (“SP Seller”), Urban Commons Riverside Blvd. A, LLC, a Delaware limited liability company (“WS Seller”), UCHIDH, LLC, a Delaware limited liability company (“HIDH Seller”), UCRDH, LLC, a Delaware limited liability company (“RDH Seller”), Sky Harbor Denver Tech Center, LLC, a Delaware limited liability company (“SDTC Seller”), UCCONT1, LLC, a Delaware limited liability company (“HIOR Seller”), and Sky Harbor Atlanta Northeast, LLC, a Delaware limited liability company (“HAN Seller”, and, together with CPDCT Seller, DTS LC Seller, ESAN Seller, ESPD Seller, FPSJ Seller, HISM Seller, QM Seller, HIA Seller, SP Seller, WS Seller, HIDH Seller, RDH Seller, SDTC Seller and HIOR Seller, individually a “Seller” and collectively, the “Sellers”), and Madison Phoenix LLC, a Delaware limited liability company (together with its successors and assigns, “Buyer”). Seller and Buyer are each referred to herein as a “Party” and, collectively, as the “Parties”.

BACKGROUND

A. WHEREAS, each Seller is, indirectly, a wholly owned subsidiary of Eagle Hospitality Real Estate Investment Trust, a real estate investment trust formed under the laws of the Republic of Singapore (“EH-REIT”);

B. WHEREAS, CPDCT Seller is the owner of a parcel of land located in Danbury, Connecticut as more particularly described on Schedule A (the “CPDCT Land”), which, together with all buildings, structures, fixtures and other improvements on the CPDCT Land (including, without limitation, any and all hotel rooms, meeting facilities, conference rooms, parking facilities, restaurants, spa and pool facilities and other recreational amenities (all of which are collectively referred to herein as the “CPDCT Improvements”)), are commonly referred to as the “Crowne Plaza Danbury” located at 18 Old Ridgebury Road, Danbury, Connecticut 06810 (the CPDCT Land and the CPDCT Improvements are sometimes collectively referred to herein as the “CPDCT Hotel”);

C. WHEREAS, DTS LC Seller is the owner of a parcel of land located in Salt Lake City, Utah as more particularly described on Schedule A (the “DTS LC Land”), which, together with all buildings, structures, fixtures and other improvements on the DTS LC Land (including, without limitation, any and all hotel rooms, meeting facilities, conference rooms, parking facilities, restaurants, spa and pool facilities and other recreational amenities (all of which are collectively referred to herein as the “DTS LC Improvements”)), are commonly referred to as the “Doubletree Salt Lake City” located at 5151 Wiley Post Way, Salt Lake City, Utah 84116 (the DTS LC Land and the DTS LC Improvements are sometimes collectively referred to herein as the

“DTSLC Hotel”);

D. WHEREAS, ESAN Seller is the owner of a parcel of land located in Anaheim, California as more particularly described on Schedule A (the “ESAN Land”), which, together with all buildings, structures, fixtures and other improvements on the ESAN Land (including, without limitation, any and all hotel rooms, meeting facilities, conference rooms, parking facilities, restaurants, spa and pool facilities and other recreational amenities (all of which are collectively referred to herein as the “ESAN Improvements”)), are commonly referred to as the “Embassy Suites Anaheim North” located at 3100 East Frontera Street, Anaheim, California 92806 (the ESAN Land and the ESAN Improvements are sometimes collectively referred to herein as the “ESAN Hotel”);

E. WHEREAS, ESPD Seller is the owner of a parcel of land located in Palm Desert, California as more particularly described on Schedule A (the “ESPD Land”), which, together with all buildings, structures, fixtures and other improvements on the ESPD Land (including, without limitation, any and all hotel rooms, meeting facilities, conference rooms, parking facilities, restaurants, spa and pool facilities and other recreational amenities (all of which are collectively referred to herein as the “ESPD Improvements”)), are commonly referred to as the “Embassy Suites Palm Desert” located at 74-700 Highway 111, Palm Desert, California 92260 (the ESPD Land and the ESPD Improvements are sometimes collectively referred to herein as the “ESPD Hotel”);

F. WHEREAS, FPSJ Seller is the owner of a parcel of land located in San Jose, California as more particularly described on Schedule A (the “FPSJ Land”), which, together with all buildings, structures, fixtures and other improvements on the FPSJ Land (including, without limitation, any and all hotel rooms, meeting facilities, conference rooms, parking facilities, restaurants, spa and pool facilities and other recreational amenities (all of which are collectively referred to herein as the “FPSJ Improvements”)), are commonly referred to as the “Four Points San Jose” located at 1471 North 4th Street, San Jose, Santa Clara County, California 95112 (the FPSJ Land and the FPSJ Improvements are sometimes collectively referred to herein as the “FPSJ Hotel”);

G. WHEREAS, HISM Seller is the owner of a parcel of land located in San Mateo, California as more particularly described on Schedule A (the “HISM Land”), which, together with all buildings, structures, fixtures and other improvements on the HISM Land (including, without limitation, any and all hotel rooms, meeting facilities, conference rooms, parking facilities, restaurants, spa and pool facilities and other recreational amenities (all of which are collectively referred to herein as the “HISM Improvements”)), are commonly referred to as the “Holiday Inn & Suites San Mateo” located at 330 and 350 North Bayshore Boulevard, San Mateo, California 94401 (the HISM Land and the HISM Improvements are sometimes collectively referred to herein as the “HISM Hotel”);

H. WHEREAS, QM Seller is the owner of a leasehold interest in a parcel of land located in Long Beach, California as more particularly described on Schedule A (the “QM Land”), which, together with all buildings, structures, fixtures and other improvements on the QM Land (including, without limitation, any and all hotel rooms, meeting facilities, conference rooms, parking facilities, restaurants, spa and pool facilities and other recreational amenities (all of which

are collectively referred to herein as the “QM Improvements”), are commonly referred to as the “Queen Mary Long Beach” located at 1126 Queens Hwy, Long Beach, California 90802 (the QM Land and the QM Improvements are sometimes collectively referred to herein as the “QM Hotel”);

I. WHEREAS, HIA Seller is the owner of a parcel of land located in Anaheim, California as more particularly described on Schedule A (the “HIA Land”), which, together with all buildings, structures, fixtures and other improvements on the HIA Land (including, without limitation, any and all hotel rooms, meeting facilities, conference rooms, parking facilities, restaurants, spa and pool facilities and other recreational amenities (all of which are collectively referred to herein as the “HIA Improvements”)), are commonly referred to as the “Holiday Inn and Suites Anaheim” located at 1240 South Walnut Street, Anaheim, California 92802 (the HIA Land and the HIA Improvements are sometimes collectively referred to herein as the “HIA Hotel”);

J. WHEREAS, SP Seller is the owner of a parcel of land located in Pasadena, California as more particularly described on Schedule A (the “SP Land”), which, together with all buildings, structures, fixtures and other improvements on the SP Land (including, without limitation, any and all hotel rooms, meeting facilities, conference rooms, parking facilities, restaurants, spa and pool facilities and other recreational amenities (all of which are collectively referred to herein as the “SP Improvements”)), are commonly referred to as the “Sheraton Pasadena Hotel” located at 303 Cordova Street, Pasadena, California 91101 (the SP Land and the SP Improvements are sometimes collectively referred to herein as the “SP Hotel”);

K. WHEREAS, WS Seller is the owner of a parcel of land located in Sacramento, California as more particularly described on Schedule A (the “WS Land”), which, together with all buildings, structures, fixtures and other improvements on the WS Land (including, without limitation, any and all hotel rooms, meeting facilities, conference rooms, parking facilities, restaurants, spa and pool facilities and other recreational amenities (all of which are collectively referred to herein as the “WS Improvements”)), are commonly referred to as the “Westin Sacramento” located at 4800 Riverside Boulevard, Sacramento, California 95822 (the WS Land and the WS Improvements are sometimes collectively referred to herein as the “WS Hotel”);

L. WHEREAS, HIDH Seller is the owner of a parcel of land located in Denver, Colorado as more particularly described on Schedule A (the “HIDH Land”), which, together with all buildings, structures, fixtures and other improvements on the HIDH Land (including, without limitation, any and all hotel rooms, meeting facilities, conference rooms, parking facilities, restaurants, spa and pool facilities and other recreational amenities (all of which are collectively referred to herein as the “HIDH Improvements”)), are commonly referred to as the “Holiday Inn Denver East – Stapleton” located at 3333 Quebec Street, Denver, Colorado 80207 (the HIDH Land and the HIDH Improvements are sometimes collectively referred to herein as the “HIDH Hotel”);

M. WHEREAS, RDH Seller is the owner of a parcel of land located in Denver, Colorado as more particularly described on Schedule A (the “RDH Land”), which, together with all buildings, structures, fixtures and other improvements on the RDH Land (including, without limitation, any and all hotel rooms, meeting facilities, conference rooms, parking facilities, restaurants, spa and pool facilities and other recreational amenities (all of which are collectively referred to herein as the “RDH Improvements”)), are commonly referred to as the “Renaissance

Denver Stapleton” located at 3801 Quebec Street, Denver, Colorado 80207 (the RDH Land and the RDH Improvements are sometimes collectively referred to herein as the “RDH Hotel”);

N. WHEREAS, SDTC Seller is the owner of a parcel of land located in Greenwood Village, Colorado as more particularly described on Schedule A (the “SDTC Land”), which, together with all buildings, structures, fixtures and other improvements on the SDTC Land (including, without limitation, any and all hotel rooms, meeting facilities, conference rooms, parking facilities, restaurants, spa and pool facilities and other recreational amenities (all of which are collectively referred to herein as the “SDTC Improvements”)), are commonly referred to as the “Sheraton Denver Tech Center” located at 7007 S Clinton St, Greenwood Village, Colorado 80112 (the SDTC Land and the SDTC Improvements are sometimes collectively referred to herein as the “SDTC Hotel”);

O. WHEREAS, HIOR Seller is the owner of a parcel of land located in Orlando, Florida as more particularly described on Schedule A (the “HIOR Land”), which, together with all buildings, structures, fixtures and other improvements on the HIOR Land (including, without limitation, any and all hotel rooms, meeting facilities, conference rooms, parking facilities, restaurants, spa and pool facilities and other recreational amenities (all of which are collectively referred to herein as the “HIOR Improvements”)), are commonly referred to as the “Holiday Inn Resort Orlando Suites – Waterpark” located at 14500 Continental Gateway Drive, Orlando, Florida 32821 (the HIOR Land and the HIOR Improvements are sometimes collectively referred to herein as the “HIOR Hotel”);

P. WHEREAS, HAN Seller is the owner of a parcel of land located in Norcross, Georgia as more particularly described on Schedule A (the “HAN Land”), which, together with all buildings, structures, fixtures and other improvements on the HAN Land (including, without limitation, any and all hotel rooms, meeting facilities, conference rooms, parking facilities, restaurants, spa and pool facilities and other recreational amenities (all of which are collectively referred to herein as the “HAN Improvements”)), are commonly referred to as the “Hilton Atlanta Northeast” located at 5993 Peachtree Industrial Boulevard, Norcross, Georgia 30092 (the HAN Land and the HAN Improvements are sometimes collectively referred to herein as the “HAN Hotel”);

Q. WHEREAS, the Hotels (as defined below) were previously leased to the Master Lessees (as defined below), pursuant to certain Master Lease Agreements, dated May 24, 2019, by and between the applicable Seller (in such capacity, “Master Lessor”) and the applicable Master Lessee (as amended from time to time, the “Master Lease(s)”). Master Lessees are wholly-owned by EHT Asset Management, LLC, which, in turn, is a direct and wholly-owned subsidiary of Urban Common, LLC (“Urban Commons”);

R. WHEREAS, pursuant to the Master Leases, Master Lessees were required to operate the applicable Hotel leased to it by the applicable Seller and, in furtherance thereof, entered into (i) the Management Agreements (as defined below) with the Managers (as defined below), pursuant to which the applicable Manager was engaged to operate the applicable Hotel, and (ii) the Franchise Agreements (as defined below) with the Franchisors (as defined below), pursuant to which the applicable Hotel was granted a license to be operated under the Franchisor’s brand;

S. WHEREAS, as a result of numerous uncured defaults by Master Lessees under the Management Agreements (including, without limitation, Master Lessees' failure to provide adequate working capital that was necessary to enable Managers to perform their obligations under the Management Agreements), the Manager of each Hotel (*except for* the HIDH Hotel, the RDH Hotel and the HAN Hotel (which was temporarily closed then reopened on January 1, 2021) (collectively, the "Open Hotels")) closed such Hotel to the public and each such Hotel remains closed to the public as of the Effective Date (collectively, the "Closed Hotels");

T. WHEREAS, in order to prevent material damage to and waste of the Closed Hotels, Seller, as Master Lessor, entered into the Caretaker Agreements (as defined below) for basic and limited safeguard services to be provided at and for the benefit of the Closed Hotels;

U. WHEREAS, due to Master Lessees' numerous uncured defaults under the Master Leases, Seller terminated the Master Leases effective as of 11:59 P.M. (local time at the applicable Hotel) on October 1, 2020;

V. WHEREAS, on January 18, 2021, EHT US1, Inc., and certain of its Affiliates,¹ including, without limitation, each and every Seller (collectively, the "Debtors") filed voluntary petitions for relief under Chapter 11 of Title 11, United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") (Sellers' Chapter 11 cases being jointly administered in respect of such filing, *In re EHT US1, Inc., et al.*, Case No. 21-10036, the "Bankruptcy Case");

W. WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Assets (as defined below) in a sale authorized by the Bankruptcy Court pursuant to, *inter alia*, section 363 of the Bankruptcy Code, all on the terms and subject to the conditions set forth in this Agreement and the Sale Order (as defined below) and in accordance with other applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the local rules for the Bankruptcy Court;

X. WHEREAS, Buyer, in consideration of the Assets and in satisfaction of the encumbrances thereon, desires to credit bid, on behalf of the holders of the loan under that certain Senior Secured Superpriority Debtor-In-Possession Credit and Guaranty Agreement, dated as of January 22, 2021, as amended by that certain First Amendment, dated as of February 24, 2021 (as amended, the "DIP Facility") all the outstanding monetary obligations under the DIP Facility owed to such holder immediately prior to the Closing Date (the "Obligations to the DIP Lenders") pursuant to section 363 of the Bankruptcy Code, the Bidding Procedures Order (as defined below), and the Sale Order (collectively, the "Credit Bid") with respect to the Assets;

Y. WHEREAS, the execution and delivery of this Agreement and each Seller's ability to consummate the transactions set forth in this Agreement are subject to, among other things, the entry of the Sale Order under, *inter alia*, sections 363 and 365 of the Bankruptcy Code, as further set forth herein; and

¹ The chapter 11 case of Eagle Hospitality Real Estate Investment Trust was commenced on January 27, 2021.

Z. WHEREAS, the Parties desire to consummate the proposed transaction as promptly as practicable after the Bankruptcy Court enters the Sale Order.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1. Defined Terms. The capitalized terms used herein will have the following meanings.

“Accounts Receivable” shall mean all amounts which Seller (or Manager or any other agent or representative of Seller, on behalf of Seller) is entitled to receive from the operation of the Open Hotels, but are not paid as of the Closing (including, without limitation, charges for the use or occupancy of any guest, conference, meeting or banquet rooms or other facilities at the applicable Open Hotel, or any other goods or services provided by or on behalf of Seller at the Open Hotels, but expressly excluding any credit card charges and checks which Seller has submitted for payment as of the Closing).

“Affiliate” shall mean any Person (as defined below) that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, another Person. The term “control” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and shall in any event include the ownership or power to vote fifty percent (50%) or more of the outstanding equity or voting interests, respectively, of such other Person. For the avoidance of doubt, neither Urban Commons nor any Affiliate thereof shall be deemed under this Agreement to be an “Affiliate” of any Seller or Master Lessor under this Agreement.

“Agreement” shall have the meaning assigned thereto in the Preamble to this Agreement, as the same may be amended, restated, supplemented or otherwise modified.

“All Asset Closing Date” shall have the meaning assigned thereto in 2.4(a).

“Applicable Law” shall mean all statutes, laws, common law, rules, regulations, ordinances, codes or other legal requirements of any Governmental Authority, board of fire underwriters and similar quasi-governmental agencies or entities, and any judgment, injunction, order, directive, decree or other judicial or regulatory requirement of any Governmental Authority of competent jurisdiction affecting or relating to the Person or property in question.

“Asset File” shall mean the written materials with respect to the Assets (i) previously delivered to Buyer or its representatives (ii) made available to Buyer or its

representatives at the Hotels or at the offices of Investment Banker, in each case, (iii) made available to Buyer or its representatives in the data room web site created by Seller or any Affiliate thereof, Investment Banker, or any agent or representative of Seller on behalf of Seller prior to 5:00 pm Eastern time on March 5, 2021, or (iv) from any of Buyer's reports, inspections, surveys and/or studies.

"Asset-Related Property" shall have the meaning assigned thereto in Section 2.1(b).

"Assets" shall mean, collectively, the Hotels and the Asset-Related Property. Notwithstanding the foregoing or anything herein to the contrary, from and after the Effective Date, in the event one or more of the Designated Hotels and/or the QM Hotel becomes an Excluded Asset in accordance with the terms and conditions hereof, the Assets applicable to such Excluded Asset(s) shall automatically be removed from the definition of "Assets" (and, for the avoidance of doubt, removed from the definition of "Hotels" and "Asset-Related Property") hereunder from and after the date of such sale, except for the purposes of calculating the Break-Up Fee and Expense Reimbursement under Section 4.8.

"Assignment of Ground Lease" shall have the meaning assigned thereto in Section 6.1(a).

"Assumed Liabilities" shall have the meaning assigned thereto in Section 2.1(d).

"Auction" shall have the meaning assigned thereto in Section 4.9(c).

"Back-Up Bidder Notice" shall have meaning assigned thereto in Section 4.9(d).

"Back-Up Termination Date" shall have the meaning assigned thereto in Section 4.9(d).

"Bankruptcy Case" shall have the meaning assigned thereto in the "Background" section of this Agreement.

"Bankruptcy Case Milestones" shall have the meaning assigned thereto in Section 4.10.

"Bankruptcy Code" shall have the meaning assigned thereto in the "Background" section of this Agreement.

"Bankruptcy Court" shall have the meaning assigned thereto in the "Background" section of this Agreement.

"Beverage Operations" shall have the meaning assigned thereto in Section 14.22.

"Bidding Procedures" means the bid procedures attached to the Bidding Procedures Order attached hereto as Exhibit B (subject to any changes that the Bankruptcy Court may direct) and to be employed in connection with the proposed sale of the Assets, including, without limitation, the right of Buyer to credit bid all Obligations to the DIP Lenders.

“Bidding Procedures Order” means an order of the Bankruptcy Court, in the form attached hereto as Exhibit B (subject to any changes that the Bankruptcy Court may direct): (i) approving and establishing the Bidding Procedures; (ii) approving this Agreement as a “stalking horse” purchase agreement; (iii) establishing procedures relating to the assumption and assignment of executory contracts and unexpired leases; (iv) approving the form and manner of the sale of the Assets, cure of defaults under executory contracts and other notices; (v) approving the Break-Up Fee and Expense Reimbursement; and (vi) establishing a date for the Auction and a hearing date for consideration of the entry of the Sale Order.

“Bidding Procedures Motion” shall have the meaning assigned thereto in Section 4.9(a).

“Bill of Sale and Assignment and Assumption Agreement” shall have the meaning assigned thereto in Section 6.1(b).

“Bookings” shall have the meaning assigned thereto in Section 2.1(b)(v).

“Break-Up Fee” shall have the meaning assigned thereto in Section 4.8(a).

“Business Day” shall mean any day other than a Saturday, Sunday or other day on which banks are authorized or required by law to be closed in New York, New York.

“Buyer” shall have the meaning assigned thereto in the Preamble to this Agreement.

“Buyer’s Knowledge” shall mean, collectively, (i) the knowledge of Buyer, without any duty on the part of such Person to conduct any independent investigation or make any inquiry of any Person, (ii) the matters disclosed in this Agreement or listed on the schedules attached hereto, (iii) any and all information contained in the Asset File, (iv) information regarding the Assets that is publicly available, and (v) information from any of Buyer’s reports, inspections, surveys and/or studies.

“California Natural Hazard Laws” shall have the meaning assigned thereto in Section 8.5.

“California Natural Hazard Report” shall have the meaning assigned thereto in Section 8.5.

“California NHDS” shall have the meaning assigned thereto in Section 8.5.

“Caretaker Agreements” shall mean, collectively, all of the Caretaker Agreements identified on Schedule A-3 attached hereto.

“Causes of Action” shall have the meaning assigned thereto in Section 2.1(c).

“Claims” shall have the meaning assigned thereto in Section 7.2.

“Closed Hotels” shall have the meaning assigned thereto in the “Background” section of this Agreement.

“Closing” shall have the meaning assigned thereto in Section 2.4(a).

“Closing Date” shall have the meaning assigned thereto in Section 2.4(a).

“Closing Documents” shall mean any certificate, assignment, instrument or other document executed by Buyer and/or Seller (as applicable) and delivered by Buyer and/or Seller (as applicable) at Closing in accordance with Article VI of this Agreement.

“Code” shall mean the Internal Revenue Code of 1986. Any reference herein to a particular provision of the Code shall mean, where appropriate, the corresponding provision in any successor statute.

“Competing Bid” shall have the meaning assigned thereto in Section 4.7.

“Condition of the Assets” shall have the meaning assigned thereto in Section 7.1(e).

“Contract(s)” shall mean any agreement, contract, license, indenture, bond, note, arrangement, undertaking, commitment, promise, obligation, right, instrument, document, purchase order, sales order or other similar understanding, which in each case is in writing and entered into in connection with the Assets (or any portion thereof), in each case, to the extent in the name of Seller and to the extent Seller’s right, title and interest therein is assignable by Seller, that purports to be binding on or otherwise encumber any Seller or any part of its Assets; excluding (i) contracts that pertain to the operation of any Hotel and also pertain to the operation of another property, (ii) the Leases, (iii) the Licenses and Permits, and (iv) the Management Agreements, the Franchise Agreements, the Owner Agreements, and the Caretaker Agreements.

“Counterparty” shall have the meaning assigned thereto in Section 2.5(c).

“CPDCT Hotel” shall have the meaning assigned thereto in the “Background” section of this Agreement.

“CPDCT Land” shall have the meaning assigned thereto in the “Background” section of this Agreement.

“CPDCT Seller” shall have the meaning assigned thereto in the Preamble to this Agreement.

“Credit Bid” shall have the meaning assigned thereto in the “Background” section of this Agreement.

“Cure Costs” shall mean with respect to any Designated Contract or Designated Lease, all amounts payable to cure any monetary defaults required to be cured under section 365(b)(1) of the Bankruptcy Code to effectuate, pursuant to the Bankruptcy Code, the assumption by a Seller and assignment to Buyer of such Designated Contract or Designated Lease as determined by a final Order of the Bankruptcy Court or agreed to by Buyer and the applicable counterparty to the applicable Designated Contract or Designated Lease. For the avoidance of doubt, Cure Costs shall not include any Liabilities allocated to Seller pursuant to Section 9.1 or

any Liabilities with respect to any Designated Contract or Designated Lease accruing or payable after the Petition Date and before the Closing, all of which shall be paid by the Seller.

“Cure Notice” shall mean those certain statements filed by Seller regarding the potential assumption and assignment of the executory contracts and unexpired leases and related proposed Cure Costs set forth in Section 2.5(b).

“Cut-Off Time” shall have the meaning assigned thereto in Section 10.1.

“Debtors” shall have the meaning assigned thereto in the “Background” section of this Agreement.

“Deed” shall have the meaning assigned thereto in Section 6.2(a).

“Delayed QM Closing” shall have the meaning assigned thereto in Section 2.1(f).

“Delayed QM Closing Date” shall have the meaning assigned thereto in Section 2.1(f).

“Deposit” shall have the meaning assigned thereto in Section 2.3(a).

“Designated Contracts” shall have the meaning assigned thereto in Section 2.5(b).

“Designated Contracts and Leases List” shall have the meaning assigned thereto in Section 2.5(b).

“Designated Hotel(s)” shall mean any one or more of the following six (6) Hotels: DTSLC Hotel, ESAN Hotel, ESPD Hotel, FPSJ Hotel, HAN Hotel, and SDTC Hotel.

“Designated Leases” shall have the meaning assigned thereto in Section 2.5(b).

“DIP Facility” shall have the meaning assigned thereto in the “Background” section of this Agreement.

“DTSLC Hotel” shall have the meaning assigned thereto in the “Background” section of this Agreement.

“DTSLC Land” shall have the meaning assigned thereto in the “Background” section of this Agreement.

“DTSLC Seller” shall have the meaning assigned thereto in the Preamble to this Agreement.

“Effective Date” shall have the meaning assigned thereto in the preamble to this Agreement.

“EH-REIT” shall have the meaning assigned thereto in the “Background” section of this Agreement.

“Employees” shall mean, at the time in question, all employees who are employed by the applicable Seller or the applicable Manager or the caretaker under the Caretaker Agreement or their respective Affiliates.

“Equipment Leases” shall mean all leases to which Seller is a party for any equipment, machinery, vehicles, furniture or other personal property located at the Hotels and used primarily in the operation of the Hotels.

“ESAN Hotel” shall have the meaning assigned thereto in the “Background” section of this Agreement.

“ESAN Land” shall have the meaning assigned thereto in the “Background” section of this Agreement.

“ESAN Seller” shall have the meaning assigned thereto in the Preamble to this Agreement.

“Escrow Account” shall have the meaning assigned thereto in Section 14.4(b).

“Escrow Agent” shall have the meaning assigned thereto in Section 2.3.

“ESPD Hotel” shall have the meaning assigned thereto in the “Background” section of this Agreement.

“ESPD Land” shall have the meaning assigned thereto in the “Background” section of this Agreement.

“ESPD Seller” shall have the meaning assigned thereto in the Preamble to this Agreement.

“Excluded Asset” shall have the meaning assigned thereto in Section 2.1(e).

“Existing Survey(s)” shall mean, collectively, those certain surveys described on Schedule A-2 attached hereto, as the same may be updated by Seller from and after the Effective Date to reflect the updates to the Existing Survey(s) that have been ordered by Seller as of the Effective Date.

“Expense Reimbursement” shall have the meaning assigned thereto in Section 4.8(a).

“FF&E” shall have the meaning assigned thereto in Section 2.1(b)(ii).

“Final DIP Order” shall mean the Final Order (I) Authorizing Debtors to Obtain Postpetition Financing, (II) Granting Liens and Superpriority Administrative Expenses Claims, (III) Modifying Automatic Stay, and (IV) Granting Related Relief, entered by the Bankruptcy Court on February 24, 2021.

“FPSJ Hotel” shall have the meaning assigned thereto in the “Background” section of this Agreement.

“FPSJ Land” shall have the meaning assigned thereto in the “Background” section of this Agreement.

“FPSJ Seller” shall have the meaning assigned thereto in the Preamble to this Agreement.

“Franchise Agreements” shall mean, collectively, all of the Franchise Agreements identified on Schedule A-3 attached hereto.

“Franchisor” shall mean each of IHG, Marriott and Hilton, as applicable, pursuant to the Franchise Agreements identified on Schedule A-3 attached hereto.

“Governmental Authority” shall mean any federal, state or local government or other political subdivision thereof, including, without limitation, any agency or entity exercising executive, legislative, judicial, regulatory or administrative governmental powers or functions, in each case to the extent the same has jurisdiction over the Person or property in question.

“Guest Ledger” shall mean any and all charges accrued to the open accounts of any guests or customers at the Hotels as of the Cut-Off Time for the use and occupancy of any guest, conference, meeting or banquet rooms or other facilities at the Hotels, any restaurant, bar or banquet services, or any other goods or services provided by or on behalf of Seller.

“HAN Hotel” shall have the meaning assigned thereto in the “Background” section of this Agreement.

“HAN Land” shall have the meaning assigned thereto in the “Background” section of this Agreement.

“HAN Seller” shall have the meaning assigned thereto in the Preamble to this Agreement.

“Hazardous Materials” shall have the meaning assigned thereto in Section 7.1(e)(i).

“HIA Hotel” shall have the meaning assigned thereto in the “Background” section of this Agreement.

“HIA Land” shall have the meaning assigned thereto in the “Background” section of this Agreement.

“HIA Seller” shall have the meaning assigned thereto in the Preamble to this Agreement.

“HIDH Hotel” shall have the meaning assigned thereto in the “Background” section of this Agreement.

“HIDH Land” shall have the meaning assigned thereto in the “Background” section of this Agreement.

“HIDH Seller” shall have the meaning assigned thereto in the Preamble to this Agreement.

“Hilton” shall mean Hilton Franchise Holding LLC, or an Affiliate thereof, as applicable.

“HIOR Hotel” shall have the meaning assigned thereto in the “Background” section of this Agreement.

“HIOR Land” shall have the meaning assigned thereto in the “Background” section of this Agreement.

“HIOR Seller” shall have the meaning assigned thereto in the Preamble to this Agreement.

“HISM Hotel” shall have the meaning assigned thereto in the “Background” section of this Agreement.

“HISM Land” shall have the meaning assigned thereto in the “Background” section of this Agreement.

“HISM Seller” shall have the meaning assigned thereto in the Preamble to this Agreement.

“Hotel(s)” shall mean, collectively, the CPDCT Hotel, the DTSLC Hotel, the ESAN Hotel, the ESPD Hotel, the FPSJ Hotel, the HISM Hotel, the QM Hotel, the HIA Hotel, the SP Hotel, the WS Hotel, the HIDH Hotel, the RDH Hotel, the SDTC Hotel, the HIOR Hotel and the HAN Hotel.

“Hotel Operating Prorations” shall have the meaning assigned thereto in Section 10.1(a).

“IHG” shall mean Holiday Hospitality Franchising, LLC, or an Affiliate thereof, as applicable.

“Improvements” shall mean, collectively, the CPDCT Improvements, the DTSLC Improvements, the ESAN Improvements, the ESPD Improvements, the FPSJ Improvements, the HISM Improvements, the QM Improvements, the HIA Improvements, the SP Improvements, the WS Improvements, the HIDH Improvements, the RDH Improvements, the SDTC Improvements, the HIOR Improvements, and the HAN Improvements.

“Independent Consideration” shall have the meaning assigned thereto in Section 2.3(b).

“Intangible Property” shall have the meaning assigned thereto in Section 2.1(b)(x).

“Interim Agreement” shall have the meaning assigned thereto in Section 14.22.

“Inventories” shall have the meaning assigned thereto in Section 2.1(b)(viii).

“Investment Banker” shall mean Moelis & Company.

“IRS” shall mean the Internal Revenue Service.

“IRS Reporting Requirements” shall have the meaning assigned thereto in Section 14.3(c).

“Land” shall mean, collectively, the CPDCT Land, the DTSLC Land, the ESAN Land, the ESPD Land, the FPSJ Land, the HISM Land, the QM Land, the HIA Land, the SP Land, the WS Land, the HIDH Land, the RDH Land, the SDTC Land, the HIOR Land, and the HAN Land.

“Law” means any applicable U.S. federal, state, local or non-U.S. statute, law, ordinance, regulation, code, Order (judicial or administrative) or other requirement or rule of law (including common law) promulgated by any Governmental Authority.

“Leasehold Mortgage” shall have the meaning assigned in Section 1.77 of that certain Amended and Restated Lease and Operations Agreement of Queen Mary, Adjacent Lands and Improvements, Dome and Queen's Marketplace (Lease No. 22697), dated November 1, 2016, by and between the City of Long Beach, as landlord, and QM Seller, as tenant.

“Leases” shall mean, collectively, all Equipment Leases, all Space Leases and any lease where Seller is tenant.

“Liability(ies)” means any liability or obligation of whatever kind or nature (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated and whether due or to become due) regardless of when arising.

“Licenses and Permits” shall have the meaning assigned thereto in Section 2.1(b)(iii).

“Liquor Licenses” shall have the meaning assigned thereto in Section 14.22.

“Management Agreements” shall mean, collectively, all of the Management Agreements identified on Schedule A-3 attached hereto.

“Manager(s)” shall mean, collectively, all of the managers that are party to the Management Agreements identified on Schedule A-3 attached hereto.

“Marriott” shall mean Marriott International, Inc., or an Affiliate thereof, as applicable.

“Master Contract and Lease List” shall have the meaning assigned thereto in Section 2.5(a).

“Master Lease(s)” shall have the meaning assigned thereto in the “Background” section of this Agreement.

“Master Lessee(s)” shall mean, collectively, all of the Master Lessees identified on Schedule A-3 attached hereto.

“Master Lessor” shall have the meaning assigned thereto in the “Background” section of this Agreement.

“Material Casualty” shall have the meaning assigned thereto in Section 9.2(b).

“Material Condemnation” shall have the meaning assigned thereto in Section 9.2(b).

“Memorandum of Assignment of Ground Lease” shall have the meaning assigned thereto in Section 6.1(a).

“Miscellaneous Assets” shall have the meaning assigned thereto in Section 2.4(a)(xi).

“Objection Deadline” shall have the meaning assigned thereto in Section 2.5(c).

“Open Hotels” shall have the meaning assigned thereto in the “Background” section of this Agreement.

“Order” means any judgment, decree, ruling, injunction, temporary restraining order, assessment, attachment, undertaking, stipulation, determination, settlement, award, charge, writ, executive order, administrative order, or any other order of any Governmental Authority.

“Outside Date” shall have the meaning assigned thereto in Section 12.1(b)(ii).

“Owner Agreements” shall mean, collectively, all of the Owner Agreements identified on Schedule A-3 attached hereto.

“Party(ies)” shall have the meaning assigned thereto in the Preamble to this Agreement.

“Permitted Exceptions” shall mean (i) all matters set forth on the Title Commitments other than those matters as to which the Assets may be sold “free and clear” pursuant to Section 363(f) of the Bankruptcy Code, (ii) liens for real estate taxes and assessments not yet due and payable, (iii) standard exceptions and provisions contained in the form of ALTA owner’s title insurance policy (2006), (iv) discrepancies, conflicts in boundary lines, shortages in area, encroachments and any state of facts which a current survey of the Land would disclose or which are disclosed by the public records, (v) zoning, entitlement and other land use and environmental regulations promulgated by any Governmental Authority, (vi) intentionally omitted, (vii) subject

to the adjustments provided for herein, any service, installation, connection or maintenance charge, and charges for sewer, water, electricity, telephone, cable television, or gas due after the Cut-Off Time, (viii) any title exception which is created in accordance with the provisions of this Agreement, (ix) solely to the extent provided under the Bankruptcy Code, rights of tenants as tenants only under the Leases, (x) rights of vendors and holders of security interests on personal property installed at the Hotels by tenants under the Leases and rights of such tenants to remove fixtures at the expiration of the term of the Lease of such tenant in each case solely to the extent provided under the Bankruptcy Code, (xi) with respect to the QM Hotel only, the QM Ground Lease and any exceptions to title resulting from the QM Ground Lease, (xii) such other exceptions as the Title Company shall commit to insure over without any additional cost or liability to Buyer, whether such insurance is made available in consideration of the Sale Order or any payment, bonding, indemnity of Seller or otherwise, or made pursuant to an endorsement to the Title Policy, and (xiii) any liens or encumbrances resulting from the acts of Buyer or Buyer's representatives, agents or vendors, or otherwise approved in writing by Buyer.

“Person” shall mean a natural person, partnership, limited partnership, limited liability company, corporation, trust, estate, association, unincorporated association or other entity.

“Post Effective Date Seller Encumbrances” shall have the meaning assigned thereto in Section 8.3(a).

“Property and Equipment” shall have the meaning assigned thereto in Section 2.1(b)(vii).

“Purchase Price” shall have the meaning assigned thereto in Section 2.2(a). Notwithstanding the foregoing or anything herein to the contrary, from and after the Effective Date, in the event one or more of the Designated Hotels and/or the QM Hotel becomes an Excluded Asset in accordance with the terms and conditions hereof, the Purchase Price (and the Purchase Price payable by Buyer hereunder) shall thereafter be reduced by the amount of the Purchase Price allocated to such Excluded Asset(s) as set forth on Schedule A-4 attached hereto (and, for the avoidance of doubt, Schedule A-4 shall thereafter be amended to reflect the removal of the Purchase Price allocation set forth for such Designated Hotel and/or the QM Hotel, as applicable).

“QM Carnival Subleases” shall mean, collectively, that certain Sublease Agreement – Terminal (Dome), dated January 5, 2000, by and between Carnival and Queensway (as successor-in-interest to Queen's Seaport Development, Inc.), as amended by that certain First Amendment to Sublease – Terminal (Dome), dated January 31, 2001, as further amended by that certain Second Amendment to Sublease – Terminal (Dome), dated October 17, 2016 (as amended and assigned) and that certain Sublease Agreement - Garage, dated January 5, 2000, by and between Carnival and Queensway (as successor-in-interest to Queen's Seaport Development, Inc.), as amended by that certain First Amendment to Sublease – Garage, dated January 31, 2001 (as amended and assigned).

“QM Collective Bargaining Agreements” shall mean collectively, the collective bargaining agreement with United Industrial Workers, Seafarers that is applicable to QM Hotel employees, and the collective bargaining agreement with the California Teamsters Public,

Professional, and Medical Employees, Local 911, International Brotherhood of Teamsters Chauffeurs, Warehousemen and Helpers of America that is applicable to QM Hotel employees.

“QM Development Obligations” shall mean and refer to all mandatory developments contemplated in the QM Ground Lease and the QM Carnival Subleases, including, but not limited to, the development leases described in Article 6 of the QM Master Lease and the improvements and alterations described in Paragraph 7 of the QM Submerged Land Lease.

“QM Ground Lease(s)” shall mean, individually or collectively as the context so requires, that certain (i) Amended and Restated Lease and Operations Agreement of Queen Mary, Adjacent Lands and Improvements, Dome and Queen's Marketplace (Lease No. 22697), dated November 1, 2016, by and between the City of Long Beach, as landlord, and QM Seller, as tenant (the “QM Master Lease”), (ii) that certain Lease, dated June 6, 1997, by and between the City of Long Beach, as landlord, and QM Seller, as tenant, as amended by that certain letter to the City of Long Beach, dated October 28, 2007, and (iii) that certain Submerged Land and Water Area Lease (Harbor Department Document No. HD-6433), dated January 22, 2001, by and between the City of Long Beach, as landlord, and QM Seller, as tenant, as amended by that certain First Amendment, dated November 19, 2002 (HD-6433A), as amended by that certain Second Amendment, dated November 30, 2006 (HD-6433B), as modified by Rental Agreement, dated April 14, 2016 (HD-8625), and as amended by that certain Third Amendment, dated July 19, 2018 (HD- 6433C) (the “QM Submerged Land Lease”).

“QM Hotel” shall have the meaning assigned thereto in the “Background” section of this Agreement.

“QM Land” shall have the meaning assigned thereto in the “Background” section of this Agreement.

“QM Lease Rent Escrow Agreement” shall mean that certain Lease Rent Escrow Agreement, dated as of November 2002, by and among Carnival, Queensway (as successor-in-interest to Queen's Seaport Development, Inc.) and U.S. Bank, N.A., as escrow holder.

“QM Master Lease” shall have the meaning assigned in the definition of “QM Ground Lease.”

“QM Seller” shall have the meaning assigned thereto in the Preamble to this Agreement.

“QM Submerged Land Lease” shall have the meaning assigned in the definition of “QM Ground Lease.”

“RDH Hotel” shall have the meaning assigned thereto in the “Background” section of this Agreement.

“RDH Land” shall have the meaning assigned thereto in the “Background” section of this Agreement.

“RDH Seller” shall have the meaning assigned thereto in the Preamble to this Agreement.

“Reconciliation Date” shall have the meaning assigned thereto in Section 10.3.

“Reporting Person” shall have the meaning assigned thereto in Section 14.3(c).

“Retail Merchandise” shall have the meaning assigned thereto in Section 2.1(b)(ix).

“Sale Hearing” means the hearing to consider approval of the Sale Motion.

“Sale Motion” means the portion of the Bidding Procedures Motion seeking entry of the Sale Order filed in the Bankruptcy Case.

“Sale Order” means an order of the Bankruptcy Court, reasonably satisfactory to Buyer, approving this Agreement and authorizing and directing Seller to consummate the transactions contemplated by this Agreement (including, but not limited to, the assumption and assignment of the Designated Contracts and Designated Leases) under sections 105, 363, and 365 of the Bankruptcy Code.

“SDTC Hotel” shall have the meaning assigned thereto in the “Background” section of this Agreement.

“SDTC Land” shall have the meaning assigned thereto in the “Background” section of this Agreement.

“SDTC Seller” shall have the meaning assigned thereto in the Preamble to this Agreement.

“Seller” shall have the meaning assigned thereto in the Preamble to this Agreement.

“Seller’s Knowledge” shall mean the actual knowledge of any Seller based upon the actual knowledge of Alan Tantleff with respect to the Assets, without any duty on the part of such Person to conduct any independent investigation or make any inquiry of any Person. The named individual shall have no personal Liability by virtue of his inclusion in this definition.

“SP Hotel” shall have the meaning assigned thereto in the “Background” section of this Agreement.

“SP Land” shall have the meaning assigned thereto in the “Background” section of this Agreement.

“SP Seller” shall have the meaning assigned thereto in the Preamble to this Agreement.

“Space Leases” shall mean collectively, all leases, licenses, occupancy agreements or other instruments allowing third-parties to use any portion of the Hotels, including rooftop and/or antenna leases, and further including, without limitation, the QM Carnival Subleases and

the QM Lease Rent Escrow Agreement, but excluding rights of overnight guests in hotel rooms and further excluding, for the avoidance of doubt, the Master Leases.

“Tax” or “Taxes” means (i) any and all federal, state, local or foreign taxes, charges, fees, imposts, levies or other assessments, including all net income, gross receipts, capital, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, property and estimated taxes, customs duties, fees, assessments and charges of any kind whatsoever, (ii) all interest, penalties, fines, additions to tax or additional amounts imposed by any Taxing Authority in connection with any item described in clause (i), and (iii) any liability in respect of any items described in clauses (i) and/or (ii) payable by reason of Contract, assumption, transferee liability, operation of law, Treasury Regulation section 1.1502-6(a) (or any predecessor or successor thereof or any analogous or similar provision under Law) or otherwise.

“Tax Return” means any return, report or statement required to be filed with respect to any Tax (including any attachments thereto, and any amendment thereof), including any information return, claim for refund, amended return or declaration of estimated Tax, and including, where permitted or required, combined, consolidated or unitary returns for any group of entities that includes the Seller, any of its Subsidiaries, or any of their Affiliates.

“Termination Payment” shall have the meaning assigned thereto in Section 4.8(a).

“Title Commitment(s)” shall mean, collectively, those certain title reports for the Hotels issued by Title Company, described on Schedule A-2 attached hereto.

“Title Company” shall mean Fidelity National Title Company.

“Title Policy” shall mean an ALTA owner’s title insurance policy without endorsements issued by Title Company insuring Buyer’s title to each of the Hotels, subject to the Permitted Exceptions, in a total amount equal to the Purchase Price.

“Trade Payables” shall have the meaning assigned thereto in Section 10.1(l).

“Transfer Taxes” means any federal, state, local, foreign and other transfer, sales, use, real property transfer, excise, conveyance, documentary stamp, registration, sales, use or similar Taxes, fees or expenses applicable to, imposed upon or arising out of the purchase of the Assets or any other transaction contemplated by this Agreement.

“Uniform System of Accounts” shall have the meaning assigned thereto in Section 2.1(b)(vii).

“Updated Title Commitment” shall have the meaning assigned thereto in Section 8.2(b).

“Updated Title Commitment Objection Notice” shall have the meaning assigned thereto in Section 8.2(b).

“Urban Commons” shall have the meaning assigned thereto in the “Background” section of this Agreement.

“WARN Act” shall mean the Worker’s Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101, et seq., and any similar state and local Applicable Law, as amended from time to time, and any regulations, rules and guidance issued pursuant thereto.

“Warranties” shall have the meaning assigned thereto in Section 2.1(b)(iv).

“WS Hotel” shall have the meaning assigned thereto in the “Background” section of this Agreement.

“WS Land” shall have the meaning assigned thereto in the “Background” section of this Agreement.

“WS Seller” shall have the meaning assigned thereto in the Preamble to this Agreement.

ARTICLE II

SALE, PURCHASE PRICE AND CLOSING

SECTION 2.1. Sale of the Assets.

(a) Sale on Closing Date. On the Closing Date and pursuant to the terms and subject to the conditions set forth in this Agreement, the Sale Order and section 363 of the Bankruptcy Code, Seller shall sell to Buyer, and Buyer shall purchase from Seller, all of Seller’s right, title and interest in and to the Assets.

(b) Sale of Asset Related Property. The transfer of the Assets to Buyer shall include Seller’s right, title and interest in and to all Asset-Related Property, if any and shall be free and clear of any interest in such property as provided in the Sale Order. For purposes of this Agreement, subject to Section 2.1(c), “Asset-Related Property” shall mean all of each Seller’s right, title and interest in and to, if any, and to the extent they may be transferrable under Applicable Law including, without limitation, the Bankruptcy Code, the following with respect to each Hotel:

(i) all easements or licenses benefitting the Land; all streets alleys and rights of way, open or proposed in front of or adjoining or servicing all or any part of the Land; all strips and gores in front of or adjoining all or any part of the Land; easements, tenements and hereditaments appurtenant to the Land or used in connection with the beneficial use and enjoyment of the Land or the Improvements included in the Assets or in any way appertaining to the Land or Improvements;

(ii) all furniture, furnishings, fixtures, rugs, vehicles, mats, carpeting, appliances, devices, engines, telephone and other communications equipment, televisions and other video equipment, cameras, security systems, plumbing fixtures and other equipment, and all other equipment and other items of tangible personal property which are now, or may hereafter

prior to the Closing Date be, placed in or attached to the Hotels and are used primarily in connection with the operation of the Hotels (but not including items which are leased by Seller or owned or leased by any third party) (the “FF&E”);

(iii) subject to Section 4.2(a), (A) all development rights, air rights, wind rights, riparian rights, and water stock relating to the Land; (B) all other rights, benefits, licenses, interests, privileges, permits and authorizations benefiting the Land (excluding the Liquor Licenses); and (C) to the extent they may be transferred under Applicable Law, all Liquor Licenses (subject to and in accordance with Section 14.22 hereto) and all licenses, permits and authorizations presently issued to and held by Seller in connection with the operation of all or any part of the Hotels as it is presently being operated (the “Licenses and Permits”);

(iv) all warranties, if any, issued to Seller by any manufacturer or contractor in connection with construction or installation of equipment or any component of the improvements included as part of the Hotels (the “Warranties”);

(v) all bookings and reservations for guest, conference, meeting and banquet rooms or other facilities at the Hotels for dates from and after the Closing Date (the “Bookings”), together with all deposits held by Seller with respect thereto;

(vi) to the extent in Seller’s possession or control, all surveys, architectural, engineering blueprints, and plans and specifications, if any, related to the Hotels, all current books and records (including, without limitation, customer and guest lists), if any, related exclusively to the Hotels, and any goodwill of Seller related to the Hotels; provided, however, that Seller may retain a copy of all books and records;

(vii) all items included within the definition of “Property and Equipment” under the Uniform System of Accounts for the Lodging Industry, Eleventh Revised Edition, as published by the Hotel Association of New York City, Inc. (the “Uniform System of Accounts”) and used primarily in the operation of the Hotel (including, without limitation, linen, china, glassware, tableware, uniforms and similar items, subject to ordinary depletion prior to the Closing Date; provided, that, there shall be no depletion of the same with respect to the Closed Hotels other than in connection with caretaking and maintenance) (the “Property and Equipment”);

(viii) all “Inventories” as defined in the Uniform System of Accounts and used primarily in the operation of the Hotels, such as provisions in storerooms, refrigerators, pantries, and kitchens, beverages in wine cellars and bars, other merchandise intended for sale or resale, fuel, mechanical supplies, stationery, guest supplies, maintenance and housekeeping supplies and other expensed supplies and similar items and including all food and beverages which are located at the Hotels, or ordered for future use at the Hotels as of the Closing, but expressly excluding any alcoholic beverages to the extent the sale or transfer of the same is not permitted under Applicable Law (the “Inventories”);

(ix) all merchandise located at the Hotels and held for sale to guests and customers of the Hotels, or ordered for future sale at the Hotels as of the Cut-Off Time, but not including any such merchandise owned by any third party (“Retail Merchandise”);

(x) all names, tradenames, trademarks, service marks, logos, telephone and fax numbers, domain names, website names, social media sites (such as Facebook or Twitter) and other similar proprietary rights and all registrations or applications for registration of such rights used by Seller exclusively in the operation of the Hotels (the “Intangible Property”); and

(xi) all other property, assets, rights or interests owned or held by Seller and located at the Hotels or otherwise used primarily in the ownership of the Hotels or operation of the business at the Hotels other than the excluded property described in Section 2.1(c) (the “Miscellaneous Assets”).

(c) Excluded Property. Notwithstanding anything to the contrary in Sections 2.1(a) and (b), the property, assets, rights and interests set forth in this Section 2.1(c) are expressly excluded from the Assets, all of which will be retained by Seller:

(i) all cash on hand or on deposit in any house bank, operating account or other account maintained in connection with the ownership of the Hotels (including, without limitation, any capital, FF&E or other reserves maintained by Seller, Managers or otherwise (subject to Section 10.1(l)), including, without limitation, cash held in bank accounts of Bank of America, N.A.);

(ii) any fixtures, personal property or equipment owned by (A) the tenant or lessor (unless Seller is the tenant or lessor), as applicable, under any Leases, (B) the supplier, vendor, licensor or other party under any other executory Contracts or Licenses and Permits, (C) the City of Long Beach under the QM Ground Lease, (D) any Employees, (E) the Managers, the Franchisors and the counterparties to the Caretaker Agreements, or (F) any guests or customers of the Hotels;

(iii) any FF&E, Property and Equipment, Inventories, Retail Merchandise, or Intangible Property bearing the brand names or logos of any manager, operator, licensor or franchisor of the Hotels (including the Managers and the Franchisors) unless prior to Closing Buyer provides evidence of its right to use such items;

(iv) the Caretaker Agreements, the Management Agreements and the Owner Agreements, each of which will be terminated by Seller prior to Closing in accordance with the terms thereof;

(v) the Franchise Agreements, which will not be assigned to Buyer at Closing;

(vi) any insurance claims or proceeds arising out of or relating to events that occur prior to the Closing Date (subject to the terms of Section 9.2(a));

(vii) any Accounts Receivable;

(viii) any proprietary or confidential materials (including, without limitation, any materials relating to the background or financial condition of a present or prior direct or indirect partner or member of Seller or Master Lessees, but excluding, for avoidance of doubt, the Asset File), the internal books and records of Seller or Master Lessees, any software not

used exclusively in the day-to-day operation of the Hotels, any development bonds, letters of credit or other collateral held by or posted with any Governmental Authority or other third party with respect to any improvement, subdivision or development obligations concerning the Hotels or any other real property, insurance policies (subject to Section 9.2), claims or other rights against any present or prior partner, member, employee, agent, manager, officer or director of Seller or Master Lessees or their respective direct or indirect partners, members, shareholders or Affiliates, all contracts between Seller or Master Lessees and any law firm, accounting firm, property manager, leasing agent, broker, engineers, surveyors, environmental consultants and other consultants or appraisers entered into prior to the Closing, organizational documents of Seller or Master Lessees, any subsidiary of or any other Affiliate of Seller or of Master Lessees, contracts for construction that is not ongoing as of the Effective Date or the Closing Date, appraisals, valuation documents, financial analyses or projections, prior bid documents, proposals, term sheets or purchase agreements with respect to the Assets, and any intangible property that is not used primarily in connection with the Assets; and

(ix) any action, claim, cause of action, controversy, demand, right, action, lien, indemnity, interest, guaranty, suit, obligation, liability, damage, judgment, account, defense, offset, power, privilege, and license of any kind or character whatsoever, whether known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising on or before the Closing Date, in contract or in tort, in law (whether local, state, or federal U.S. or non-U.S. law) or in equity, or pursuant to any other theory of local, state, or federal U.S. or non-U.S. law (collectively, “Causes of Action”). For the avoidance of doubt, “Causes of Action” includes: (a) any right of setoff, counterclaim, or recoupment and any Claim for breach of contract or for breach of duties imposed by law or in equity; (b) any Claim recoupment and any Claim for breach of contract or for breach of duties imposed by law or in equity; (b) any Claim based on or relating to, or in any manner arising from, in whole or in part, tort, breach of contract, breach of fiduciary duty, fraudulent transfer or fraudulent conveyance or voidable transaction law, violation of local, state, or federal or non-U.S. law or breach of any duty imposed by law or in equity, including securities laws, negligence, and gross negligence; (c) any Claim pursuant to Section 362 or chapter 5 of the Bankruptcy Code or similar local, state, or federal U.S. or non-U.S. law; (d) any Claim or defense including fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of title 11 of the United States Code; (e) any state or foreign law pertaining to actual or constructive fraudulent transfer, fraudulent conveyance, or voidable transactions; (f) any “lender liability” or equitable subordination claims or defenses; and (g) any and all avoidance, recovery, subordination, or other claims, actions, or remedies which any of the Debtors, the debtors in possession, the Estates, or other appropriate parties in interest have asserted or may assert under sections 502, 510, 542, 544, 545, or 547 through 553 of the Bankruptcy Code or under similar or related state or federal statutes and common law.

(d) Assumed Liabilities. Subject to the terms and conditions set forth in this Agreement and the Sale Order, effective as of the Closing, Buyer shall assume and become responsible for (i) all Liabilities of Seller under the Designated Contracts and the Designated Leases solely to the extent such Liabilities arise from and after the Closing Date, (ii) all Cure Costs, and (iii) all Liabilities arising out of Buyer’s ownership or operation of the Assets from and after the Closing Date (collectively, the “Assumed Liabilities”). Buyer agrees to pay, perform, honor, and discharge, or cause to be paid, performed, honored, and discharged all Assumed Liabilities in

a timely manner in accordance with the terms thereof, including paying or causing to be paid upon the later of Closing or the assumption and assignment to Buyer in accordance with this Agreement of the applicable Designated Contract or Designated Lease, all Cure Costs. For the avoidance of doubt, (x) Seller shall not be liable for, and shall have no obligation to pay or cause to be paid, any Assumed Liabilities and (y) Buyer shall not be liable for, and shall have no obligation to pay or cause to be paid, any Liabilities of Seller other than the Assumed Liabilities.

(e) Removal of Designated Hotel(s) and/or QM Hotel. Notwithstanding the foregoing or anything herein to the contrary, in the event that any one or more of the Designated Hotels and/or the QM Hotel, as applicable, is sold to another bidder (i.e., other than Buyer or its permitted designees) in accordance with the terms and conditions hereof, or, as to the QM Hotel only, (i) the City of Long Beach fails to approve Buyer as a successor lessee with respect thereto, or (ii) any of the closing conditions relating to the QM Hotel fail to be satisfied (in such event, each such Hotel, an “Excluded Asset”), then: (1) the Seller of such Excluded Asset shall have no further obligations under this Agreement, (2) the Excluded Asset shall not be sold to Buyer at the Closing, (3) the definition of Assets and Asset-Related Property (and the corresponding components thereof (e.g., applicable Land, Hotels, Improvements, etc.) shall exclude the Excluded Assets and the Asset-Related Property attributable thereto) except for the purposes of calculating the Break-Up Fee and Expense Reimbursement under Section 4.8, and (4) any references to such Excluded Assets in the Schedules and Exhibits to this Agreement shall be of no further force or effect. For the avoidance of doubt, the remaining provisions of this Agreement shall not be impacted by the exclusion of one or more of the Excluded Assets and Buyer shall be obligated to proceed to Closing on the remaining Assets as contemplated hereunder. In the event that any Assets become Excluded Assets pursuant to this Section 2.1(e), (x) the Purchase Price payable by Buyer hereunder shall thereafter be reduced pursuant to Section 2.2(d), and (y) the Deposit amount shall thereafter be reduced pursuant to Section 2.3(c).

(f) Delayed QM Hotel Closing. In addition to the foregoing, Seller shall have the right to postpone the sale of the QM Hotel until the City of Long Beach approves Buyer as a successor lessee with respect thereto and the closing conditions relating to the QM Hotel are satisfied, at which point the Closing with respect to the QM Hotel (the “Delayed QM Closing”) shall occur on a date agreed by Buyer and Seller (the “Delayed QM Closing Date”), otherwise on the terms set forth herein. To the extent Seller postpones the sale of the QM Hotel pursuant to this Section 4.7(h), (i) the Closing for the remaining Assets shall occur on the All Asset Closing Date pursuant to this Agreement, and the Deposit minus the Allocated Deposit Amount for the QM Hotel as set forth on Schedule A-4, shall be credited against the Purchase Price for the Assets (excluding the QM Hotel) being acquired on the All Asset Closing Date, and (ii) a separate Bill of Sale and Assignment and Assumption Agreement shall be delivered for applicable Assets as of each applicable Closing Date. For the avoidance of doubt, no Cure Costs related to the QM Hotel Designated Contracts or Designated Leases related to the QM Hotel shall be paid prior to the Delayed QM Closing. Buyer shall have a fifteen (15) day period from the Effective Date (the “Labor and Pension Diligence Period”) to determine whether the labor and pension structure related to the QM Hotel is acceptable to it in its sole discretion. Upon the earlier of (i) the Buyer delivering written notice to Seller that the labor and pension structure related to the QM Hotel is not acceptable or (ii) the expiration of the Labor and Pension Diligence Period, the QM Hotel shall be deemed an Excluded Asset. Seller shall have the right to extend the Labor and Pension Diligence Period in its sole discretion. If the QM Hotel does not become an Excluded Asset

pursuant to this Section 2.1(f), the parties will work together to reach a mutually agreeable amendment to this Agreement addressing QM Hotel labor and pension topics.

(g) Guest Property. The Parties shall arrange for Open Hotel guests to sign new deposit box or other appropriate receipts on the day before the Closing with respect to baggage, personal property, laundry, valet packages and other property of hotel guests checked or left in the care of the Seller by transient hotel guests or tenants and, to the extent such receipts are not obtained, such property shall be sealed, listed in an inventory prepared and signed jointly by the parties as of the Cut-Off Time, and the Buyer shall be responsible from and after the Cut-Off Time for all such property listed in said inventory.

SECTION 2.2. Purchase Price.

(a) Consideration. The consideration for the purchase of the Assets payable by Buyer, or an entity designated by Buyer, to Seller pursuant to the terms of and subject to the terms and conditions of this Agreement, shall consist of (i) the Credit Bid of all of the Obligations to the DIP Lenders, (ii) cash in an amount equal to Four Hundred Seventy Million and No/100 Dollars (\$470,000,000.00) less the Credit Bid, and (iii) the assumption of the Assumed Liabilities (collectively, the “Purchase Price”). No later than 10:00 A.M. (Eastern Time) on the Closing Date, Buyer shall deposit with Escrow Agent by wire transfer of immediately available funds to such account or accounts that Seller shall designate to Buyer, an amount equal to (x) the Purchase Price (subject to adjustments and credits as described in Article X below), minus (y) the Deposit.

(b) No Adjustment. No adjustment shall be made to the Purchase Price except as explicitly set forth in this Agreement.

(c) Purchase Price Allocation. Seller and Buyer agree that the Purchase Price (and other relevant amounts to the extent treated as consideration for U.S. federal income tax purposes) shall be allocated among the real property and other tangible and intangible property comprising the Assets for federal, state and local tax purposes in accordance with Section 1060 of the Code using values agreed on between Buyer and Seller prior to Closing. Such amounts shall be proposed by Buyer and shall reflect a reasonably uniform method of determining the allocations. Buyer and Seller shall file all federal, state and local tax returns and related tax documents consistent with such allocation, as the same may be adjusted pursuant to Section 10.1 or any other provisions of this Agreement. This Section 2.2(c) shall survive the Closing without limitation.

(d) In the event that any Assets become Excluded Assets pursuant to Section 2.1(e), the Purchase Price payable by Buyer hereunder shall thereafter be reduced by the amount of the Purchase Price allocated to such Designated Hotel and/or the QM Hotel which are Excluded Assets (as applicable) as set forth on Schedule A-4 attached hereto.

SECTION 2.3. Deposit. Within one Business Day of the entry of the Bidding Procedures Order, Buyer shall deposit with Title Company, as escrow agent (in such capacity, “Escrow Agent”), Forty Seven Million and no/100 Dollars (\$47,000,000.00) (such cash deposit, together with all accrued interest thereon, shall be referred to as the “Deposit”) in immediately available funds by wire transfer to the Escrow Account designated by Escrow Agent

to Buyer. The Deposit and the Independent Consideration shall (i) be promptly released by Escrow Agent to Seller upon receipt thereof by Escrow Agent, and (ii) not be returned to Buyer for any reason, notwithstanding any other provision of this Agreement except if this Agreement is terminated pursuant to (A) Section 3.2(a), (B) Section 8.3(b), (C) Section 9.2(b) or (D) Section 12.1 (other than Section 12.1(d)).

THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES SUFFERED BY SELLER AS A RESULT OF A BREACH OR TERMINATION OF THIS AGREEMENT BY BUYER, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE EFFECTIVE DATE, THE PAYMENT OF THE DEPOSIT TO SELLER AS LIQUIDATED DAMAGES REPRESENTS A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL INCUR AS A RESULT OF SUCH BEACH OR TERMINATION PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT LIMIT SELLER'S RIGHTS TO RECEIVE REIMBURSEMENT FOR ATTORNEYS' FEES PURSUANT TO SECTION 14.23 OF THIS AGREEMENT, NOR WAIVE OR AFFECT SELLER'S RIGHTS AND BUYER'S INDEMNITY OBLIGATIONS UNDER OTHER SECTIONS OF THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, BUT SUBJECT TO AND EXCEPT AS EXPRESSLY SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE, THE PAYMENT OF THE DEPOSIT SHALL BE THE SELLERS' SOLE AND EXCLUSIVE REMEDY FOR SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF ANY APPLICABLE STATUTE OR LAW, INCLUDING, BUT NOT LIMITED TO, CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO, IN ADDITION TO OTHER APPLICABLE STATE STATUTES, CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. THE PARTIES HAVE SET FORTH THEIR INITIALS BELOW TO INDICATE THEIR AGREEMENT WITH THE LIQUIDATED DAMAGES PROVISION CONTAINED IN THIS SECTION.

SELLER'S INITIALS:

BUYER'S INITIALS:

(b) Independent Consideration. A portion of the amount deposited by Buyer pursuant to Section 2.3(a) in the amount of One Hundred and No/100 Dollars (\$100.00) (the "Independent Consideration") shall be earned by each Seller upon execution and delivery of this Agreement by Seller and Buyer. Each Seller and Buyer hereby mutually acknowledge and agree that the Independent Consideration represents adequate bargained for consideration for each Seller's execution and delivery of this Agreement and Buyer's right to have inspected the Hotels pursuant to the terms of this Agreement. The Independent Consideration is in addition to and independent of any other consideration or payment provided for in this Agreement and is nonrefundable in all events. Upon the Closing or the termination of this Agreement, the Independent Consideration shall be paid to Seller.

(c) Deposit Attributable to Excluded Assets. In the event that any Assets become Excluded Assets pursuant to Section 2.1(e), (i) the Deposit being held by Seller shall be reduced by the Allocated Deposit Amount allocated to such Designated Hotel and/or the QM Hotel

to Buyer. The Deposit and the Independent Consideration shall (i) be promptly released by Escrow Agent to Seller upon receipt thereof by Escrow Agent, and (ii) not be returned to Buyer for any reason, notwithstanding any other provision of this Agreement except if this Agreement is terminated pursuant to (A) Section 3.2(a), (B) Section 8.3(b), (C) Section 9.2(b) or (D) Section 12.1 (other than Section 12.1(d)).

THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES SUFFERED BY SELLER AS A RESULT OF A BREACH OR TERMINATION OF THIS AGREEMENT BY BUYER, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE EFFECTIVE DATE, THE PAYMENT OF THE DEPOSIT TO SELLER AS LIQUIDATED DAMAGES REPRESENTS A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL INCUR AS A RESULT OF SUCH BEACH OR TERMINATION PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT LIMIT SELLER'S RIGHTS TO RECEIVE REIMBURSEMENT FOR ATTORNEYS' FEES PURSUANT TO SECTION 14.23 OF THIS AGREEMENT, NOR WAIVE OR AFFECT SELLER'S RIGHTS AND BUYER'S INDEMNITY OBLIGATIONS UNDER OTHER SECTIONS OF THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, BUT SUBJECT TO AND EXCEPT AS EXPRESSLY SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE, THE PAYMENT OF THE DEPOSIT SHALL BE THE SELLERS' SOLE AND EXCLUSIVE REMEDY FOR SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF ANY APPLICABLE STATUTE OR LAW, INCLUDING, BUT NOT LIMITED TO, CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO, IN ADDITION TO OTHER APPLICABLE STATE STATUTES, CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. THE PARTIES HAVE SET FORTH THEIR INITIALS BELOW TO INDICATE THEIR AGREEMENT WITH THE LIQUIDATED DAMAGES PROVISION CONTAINED IN THIS SECTION.

SELLER'S INITIALS:

BUYER'S INITIALS:

_____ AR _____

(b) Independent Consideration. A portion of the amount deposited by Buyer pursuant to Section 2.3(a) in the amount of One Hundred and No/100 Dollars (\$100.00) (the "Independent Consideration") shall be earned by each Seller upon execution and delivery of this Agreement by Seller and Buyer. Each Seller and Buyer hereby mutually acknowledge and agree that the Independent Consideration represents adequate bargained for consideration for each Seller's execution and delivery of this Agreement and Buyer's right to have inspected the Hotels pursuant to the terms of this Agreement. The Independent Consideration is in addition to and independent of any other consideration or payment provided for in this Agreement and is nonrefundable in all events. Upon the Closing or the termination of this Agreement, the Independent Consideration shall be paid to Seller.

(c) Deposit Attributable to Excluded Assets. In the event that any Assets become Excluded Assets pursuant to Section 2.1(e), (i) the Deposit being held by Seller shall be reduced by the Allocated Deposit Amount allocated to such Designated Hotel and/or the QM Hotel

which are Excluded Assets (as applicable) as set forth on Schedule A-4 attached hereto, (ii) such amount shall be promptly returned to the Buyer, and (iii) moving forward the term “Deposit” shall refer to the Deposit minus the amounts returned to the Buyer pursuant to this Section 2.3(c).

SECTION 2.4. The Closing.

(a) Closing Date. The closing of the sale and purchase of the Assets shall take place remotely via the electronic exchange of documents and signature pages (or such other location as shall be mutually agreed upon by each of Buyer and each Seller) commencing at 10:00 a.m., New York City time, on a date (such date, as the same may be modified pursuant to this Section 2.4(a) and Section 8.3(b), the “All Asset Closing Date”) that is the third (3rd) Business Day following the date upon which all of the conditions to the obligations of each of Buyer and each Seller to consummate the transactions contemplated hereby set forth in ARTICLE V (other than conditions that by their nature are to be satisfied at the Closing itself, but subject to the satisfaction or waiver of those conditions) have been satisfied or waived, or on such other date as shall be mutually agreed upon by each of Buyer and each Seller prior thereto. For purposes of this Agreement and the transactions contemplated hereby, the Closing will be deemed to occur and be effective, and title to and risk of loss associated with the Assets, shall be deemed to be effective as of 12:01 a.m., New York City time, on the Closing Date (including for accounting purposes), but after giving effect to any actions taken by each Seller on the Closing Date prior to the Closing. The All Asset Closing Date and the Delayed QM Closing Date are each, respectively, referred to herein, as a “Closing Date” and “Closing Date” shall mean the respective appropriate Closing Date for each Closing, as the context so requires. Each closing taking place on a Closing Date, is referred to herein as the “Closing”.

(b) Closing Time. The Closing shall be held on the Closing Date at 10:00 A.M. (Eastern Time) by “New York Style Closing” through Escrow Agent.

(c) Closing Mechanics. Notwithstanding any other provision herein to the contrary, there shall be no requirement that Seller or Buyer physically attend the Closing. Buyer and Seller hereby authorize their respective attorneys to execute and deliver to Escrow Agent any additional or supplementary instructions as may be necessary or convenient to implement the terms of this Agreement and facilitate the closing of the transactions contemplated hereby, provided that such instructions are consistent with and merely supplement this Agreement and shall not in any way modify, amend or supersede this Agreement. Formal tender of an executed deed or the Purchase Price is hereby waived.

(d) COVID-19 Provisions. If COVID-19 or other force majeure event or casualty causes any applicable governmental stay-at-home order to remain in effect as of the then-scheduled Closing Date, then the Escrow Agent shall conduct the Closing contemplated herein remotely with no material impact on its ability to issue title insurance coverage, its ability to insure the “gap” period between Closing and recording of the Deed, or its ability to perform any other functions it ordinarily would execute in a “face-to-face” closing; provided, however, in the event that COVID-19 or other force majeure event or casualty shall render the Title Company unable to insure the “gap” period between Closing and recording of the Deed, the Closing shall be adjourned until the date that the Title Company is able to insure such “gap” period between the Closing and the recording of the Deed. Buyer and Seller acknowledge and agree that, notwithstanding anything

to the contrary set forth herein and to the extent permitted by applicable law, electronic signatures (including notaries) (other than with respect to the Deed, Assignment of Ground Lease and Memorandum of Ground Lease, originals of which will be delivered to the Title Company on or before the Closing Date) and electronic recording shall be deemed acceptable and legally binding for all purposes hereunder.

SECTION 2.5. Assumption/Rejection of Certain Contracts and Leases and Designation Rights; Non-Assignment.

(a) Master Contract and Lease List. No later than the date that is five (5) days following the Effective Date, Seller shall provide to Buyer a list of all executory Contracts and unexpired Leases to which, to Seller's Knowledge, Seller is a party, including the proposed Cure Cost (if any) associated with each such executory Contract and unexpired Lease (the "Master Contract and Lease List"). Seller shall provide to Buyer copies of all such executory Contracts and unexpired Leases (to the extent in Seller's possession or control) as soon as reasonably practicable (but no later than fourteen (14) days following the Effective Date). Seller shall update the Master Contract and Lease List from time to time prior to the Closing to add any executory Contract or unexpired Lease not previously included thereon, but which Seller has determined should be included.

(b) Designated Contracts and Leases List. Following the delivery of the Master Contract and Lease List until the date that is five (5) days prior to either the Auction, if any, or the Sale Hearing, if no Auction is held (the "Designation Rights Period"), Buyer shall designate from the Masters Contract and Lease List (i) those executory Contracts that it proposes for Seller to assume and assign to Buyer or its designee to the extent permitted under the Bankruptcy Code, effective on and as of the Closing (the "Designated Contracts") and (ii) those unexpired Leases that it proposes for Seller to assume and assign to Buyer or its designee to the extent permitted under the Bankruptcy Code, effective on and as of the Closing (such Leases, together with any other Leases assumed by Seller and assigned to Buyer or its designee pursuant to this Agreement, the "Designated Leases"). The list of Designated Contracts and Designated Leases (as updated by Buyer from time to time, the "Designated Contracts and Leases List") shall be provided to Seller on or before the expiration of the Designation Rights Period and shall become Schedule B hereto.

All executory Contracts and unexpired Leases that Buyer does not timely designate in writing for assumption pursuant to the Designated Contracts and Leases List shall not be considered a Designated Contract or a Designated Lease, as applicable, or an Asset or Asset-Related Property. Buyer shall not be responsible for Cure Costs related to any executory Contract or unexpired Lease that is not a Designated Contract or Designated Lease, as applicable. Upon Buyer's reasonable request, Sellers shall provide additional detailed information as to the post-Closing Liabilities under the executory Contracts and unexpired Leases on the Master Contract and Lease List sufficient for Buyer to make an informed assessment whether to designate such Contract or Lease as a Designated Contract or Designated Lease, as applicable.

(c) Objection Deadline. Within three (3) Business Days after entry of the Bidding Procedures Order, Seller shall file with the Bankruptcy Court a Cure Notice providing notice to the counterparty to each executory Contract or unexpired Lease set forth in the Master Contract and Lease List (such counterparty, the "Counterparty") of the potential assumption and assignment of such executory Contract or unexpired Lease, which notice shall include (A) Seller's

proposed Cure Costs that the Debtors' believe must be paid to cure all defaults associated with each such executory Contract or unexpired Lease, (B) information supplied by Buyer or its designee intended to provide such Counterparty with adequate assurance of future performance, and (C) the deadline to object to the assumption and assignment of such executory contract or unexpired lease (the "Objection Deadline"), which deadline shall be fourteen (14) calendar days from service of such notice. Upon any such objection by a Counterparty, such Contract or Lease shall become a "Disputed Contract", and Seller, in consultation with Buyer, shall either settle the objection of such counterparty or shall litigate such objection under such procedures as the Bankruptcy Court shall approve. Seller shall not settle a disputed Cure Cost for an amount in excess of \$5,000, individually, and \$75,000, in the aggregate, of Seller's estimated Cure Cost for such Contract or Lease with regard to any Contract or Lease that has been, as of the date of such settlement, designated as a Designated Contract or Designated Lease, as applicable, without the express written consent of Buyer (acting reasonably). Upon a final Order determining any Cure Costs regarding any Disputed Contract after the Closing, Buyer shall have the option to (x) pay the Cure Cost with respect to such Disputed Contract and assume the Disputed Contract as a Designated Contract or Designated Lease, as applicable, or (y) remove the Disputed Contract as a Designated Contract or Designated Lease, as applicable, and shall not be responsible for the Cure Cost.

(d) Payment of Cure Costs. At or prior to Closing, Buyer shall, pay all Cure Costs (if any) in connection with the assumption and assignment of the Designated Contracts and Designated Leases (as set forth in this Agreement, as agreed to by Seller and the Counterparty subject to Section 2.5(c) or as determined by the Bankruptcy Court). Seller shall cooperate with Buyer to facilitate the payment of the Cure Costs to the Counterparties on or prior to the Closing Date. Seller shall use commercially reasonable efforts to take all actions required to assume and assign the Designated Contracts and Designated Leases to Buyer (other than payment of Cure Costs), including taking all actions required to obtain a final Order containing a finding that the proposed assumption and assignment of the Designated Contracts and Designated Leases to Buyer satisfies all applicable requirements of section 365 of the Bankruptcy Code and any other applicable Law.

SECTION 2.6. Withholding. Buyer shall be entitled to deduct and withhold (or cause to be deducted and withheld) from any amount otherwise payable with respect to this Agreement such amounts as may be required to be deducted and withheld therefrom or with respect thereto under any state or local law in connection with the Closing². To the extent that amounts are so deducted or withheld, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

² We acknowledge that a handful of state and local jurisdiction could require some withholding as part of a RE sale depending on facts and circumstances, but nothing else should be applicable here.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER

SECTION 3.1. General Seller Representations and Warranties Each Seller represents and warrants to Buyer as to itself as follows:

(a) Formation; Existence. It is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of Delaware, and authorized to transact business in the applicable State in which the Hotel it owns is located.

(b) Power and Authority. Subject to the Bankruptcy Court's entry of the Sale Order, it has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions provided for in this Agreement have been duly authorized by all necessary action on the part of Seller (or will be prior to the Closing Date). This Agreement has been duly executed and delivered by Seller and, subject to the Bankruptcy Court's entry of the Sale Order, constitutes its legal, valid and binding obligation, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights and by general principles of equity (whether applied in a proceeding at law or in equity).

(c) No Conflicts. The execution, delivery and compliance with, and performance of the terms and provisions of, this Agreement, and the sale of the Assets, will not, in any material respect, (i) conflict with or result in any violation of its organizational documents, (ii) conflict with or result in any violation of any provision of any bond, note or other instrument of indebtedness, contract, indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which it is a party in its individual capacity, or (iii) violate any existing term or provision of any order, writ, judgment, injunction, decree, statute, law, rule or regulation applicable to it or its Assets.

(d) Foreign Person. It is not a "foreign person" as defined in Section 1445(f)(3) of the Code.

(e) Brokers' Fees. Other than the fees and expenses payable to Investment Banker in connection with the transactions contemplated hereby, which shall be borne by Seller, Seller has not entered into any Contract to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated hereby for which Buyer could become liable or obligated to pay.

SECTION 3.2. Amendments to Schedules and Limitations on Representations and Warranties of Seller.

(a) Amendments to Schedules. Each Seller shall have the right to amend and/or supplement the representations, warranties and schedules to this Agreement from time to time prior to the Closing without Buyer's consent by providing a written copy of such amendment or supplement to Buyer if such representation, warranty or schedule needs to be amended,

supplemented or provided to maintain the truth or accuracy of the applicable representation or warranty or the information disclosed therein as a result of any changes of circumstances (including, but not limited to, any modifications and/or changes related to the ongoing COVID-19 pandemic); provided, however, that if any such amendment or supplement provided to Buyer after the Effective Date discloses any fact that (i) is either (A) within Seller's Knowledge as of the Effective Date or (B) affirmatively and intentionally caused by a Seller after the Effective Date and in violation of the terms of this Agreement and (ii) would materially adversely impact the value of the Assets in the aggregate, then Buyer, as its sole remedy, shall have the option of (x) waiving the breach of the representation or warranty and proceeding with the Closing, or (y) terminating this Agreement, in which event the Deposit shall be returned to Buyer and neither Party shall have any further obligations under this Agreement other than those which explicitly survive a termination hereof.

(b) Limitations on Representations and Warranties of Seller. Notwithstanding anything in this Agreement to the contrary, no Seller shall have any Liability, and Buyer shall make no claim against any Seller, for a failure of any condition or a breach of any representation or warranty, covenant or other obligation of each such Seller under this Agreement or any amendment or supplement described in Section 3.2(a) or any document executed by such Seller in connection with this Agreement (including for this purpose any matter that would have constituted a breach of a Seller's representations and warranties had they been made on the Closing Date) if the failure or breach in question constitutes or results from a condition, fact or other matter that was (i) known to Buyer (i.e., within Buyer's Knowledge) prior to the Effective Date, (ii) known to Buyer (i.e., within Buyer's Knowledge) prior to Closing and Buyer proceeds with the Closing, (iii) not within Seller's Knowledge as of the Effective Date or (iv) not within the reasonable control of such Seller after the Effective Date (or, if within Seller's reasonable control, not in violation of this Agreement); provided, however, and notwithstanding such Seller's lack of Liability and Buyer's waiver of any claim for condition, fact or other matter referenced in clause (iii) or clause (iv) directly above, nothing referenced in clause (iii) or clause (iv) above shall prevent Buyer from terminating this Agreement in accordance with Section 3.2(a) above and receiving a return of the Deposit.

SECTION 3.3. Covenants of Seller Prior to Closing.

(a) Insurance. From the Effective Date until the Closing or earlier termination of this Agreement, each Seller or each Seller's agents shall keep its Hotel insured against fire and other hazards in such amounts and under such terms as required by the DIP Facility.

(b) Conduct of Business, Maintenance and Operation of Hotel. Buyer hereby acknowledges that each Hotel (other than the Open Hotels), as of the Effective Date, is closed to the general public and has a skeleton crew due to the ongoing COVID-19 pandemic and no such Hotel shall re-open or its operations be restored prior to the Closing. Each Seller shall use commercially reasonable efforts to protect the Hotels during the period of closure, including maintaining on-site security, all as contemplated by the Caretaker Agreements. With respect to the Open Hotels, and subject to the impacts of COVID-19 specifically, Seller shall continue to carry on the business and maintain the Open Hotels substantially in the same manner as conducted and maintained as of the Effective Date to the extent within Seller's control under the terms of the applicable Management Agreement.

(c) Possession of QM Ground Lease. Seller hereby warrants and represents that it shall obtain a writ of possession or similar court order from the Bankruptcy Court (or another court of competent jurisdiction) granting possession of the QM Land free and clear of any interests of EHT QMLB, LLC.

ARTICLE IV

REPRESENTATIONS, WARRANTIES AND COVENANTS OF BUYER

SECTION 4.1. Representations and Warranties of Buyer. Buyer hereby represents and warrants to each Seller as follows:

(a) Formation and Existence. It is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware, and is, or will be as of the Closing Date, duly authorized to transact business in the State of [-].

(b) Power and Authority. It has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement, the purchase of the Assets and the consummation of the transactions provided for herein have been duly authorized by all necessary action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and constitutes its legal, valid and binding obligation, enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights and by general principles of equity (whether applied in a proceeding at law or in equity).

(c) No Conflicts. The execution, delivery and compliance with, and performance of the terms and provisions of, this Agreement, and the purchase of the Assets, will not in any material respects (i) conflict with or result in any violation of its organizational documents, (ii) conflict with or result in any violation of any provision of any bond, note or other instrument of indebtedness, contract, indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which it is a party in its individual capacity, or (iii) violate any existing term or provision of any order, writ, judgment, injunction, decree, statute, law, rule or regulation applicable to it or its assets or properties.

(d) Brokers' Fees. Buyer has not entered into any Contract to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which Seller or any of their Affiliates could become liable or obligated to pay.

(e) Related Parties. Buyer is not a known Affiliate of, nor has Buyer entered into (and Buyer will not enter into with respect to the Assets) a joint venture, co-bidder or other contractual relationship with (a) Howard Wu, Taylor Woods or any of their respective Affiliates, including, without limitation, Urban Commons, EHT Asset Management, LLC, or their respective Affiliates or subsidiaries or (b) Jerome Yuan, Frank Yuan, Norbert Yuan or any of their respective Affiliates, including, without limitation, Lodging USA Lendco, LLC, ASAP Holdings Co., ASAP Hotel International, LLC, ASAP International Holdings Inc., ASAP International Hotel, LLC, or ASAP Property Holdings.

SECTION 4.2. Covenants of Buyer Prior to Closing.

(a) Licenses and Permits. Buyer shall use commercially reasonable and good faith efforts to obtain the transfer of all Licenses and Permits (to the extent transferable) or to secure issuance of new licenses and permits. Notwithstanding anything to the contrary in this Section 4.2, Buyer shall not post any notices at the Hotels or publish any notices required for the transfer of the Licenses or Permits or issuance of new licenses and permits without the prior written consent of Seller, which consent may not be unreasonably withheld. It shall not be a condition to the Closing hereunder that Buyer has obtained any transfer of Licenses or Permits or issuance of any new licenses or permits.

(b) QM Ground Leases. Buyer acknowledges that the QM Hotel is currently subject to the QM Ground Leases. At Buyer's sole cost and expense (including, without limitation, any application, transfer, assignment, termination or other fees chargeable, excluding rent or other amounts having accrued in the ordinary course and due and payable prior to Closing), Buyer shall assume all obligations of QM Seller under the QM Ground Leases by virtue of QM Seller's and Buyer's execution and delivery at Closing of the Assignment of Ground Lease, pursuant to which QM Seller will assign, and Buyer will assume, all obligations of QM Seller under, and right, title and interest of QM Seller in and to, the QM Ground Leases, whenever arising or accruing; provided, however, that Buyer and Seller agree and understand that, pursuant to the QM Ground Leases, such assignment is subject to the approval of the City of Long Beach. As soon as is practicable, and pursuant to the terms of the QM Ground Leases, Buyer shall use commercially reasonable efforts to submit to the City of Long Beach (as ground lessor under the QM Ground Leases) any and all documents, information and representations and warranties as are reasonably required by the City of Long Beach and/or otherwise provided for in the QM Ground Leases in connection with its review of the assignment of Seller's interest in the QM Ground Leases. Buyer shall thereafter use commercially reasonable efforts to obtain, prior to the Closing, the City of Long Beach's written consent to (i) the transfer of QM Seller's leasehold interest under the QM Ground Leases and (ii) any Leasehold Mortgage obtained in connection therewith and, will use good faith efforts to obtain the release of QM Seller from any and all Liabilities that may arise or accrue under the QM Ground Leases, subject to QM Seller's reasonable cooperation regarding the same.

(c) QM Carnival Subleases. Buyer acknowledges the existence of the QM Carnival Subleases and the QM Lease Rent Escrow Agreement, and Buyer hereby agrees that, at Buyer's sole cost and expense, Buyer shall assume all obligations of QM Seller under, and all right, title and interest of QM Seller in and to, the QM Carnival Subleases and the QM Lease Rent Escrow Agreement. Buyer shall use good faith efforts to obtain, subject to QM Seller's reasonable cooperation, prior to the Closing, the written release of QM Seller from any and all Liabilities that may arise or accrue under the QM Carnival Subleases and the QM Lease Rent Escrow Agreement, as applicable.

(d) QM Development Obligations. Buyer acknowledges that the QM Ground Lease contains the QM Development Obligations, and Buyer agrees to assume, at Buyer's sole cost and expense all such QM Development Obligations that may arise or accrue under the QM Ground Lease.

(e) Intentionally Omitted.

SECTION 4.3. Employee Matters.

(a) Employees. Except as provided for in any Applicable Law, Buyer shall not be obligated to employ or engage, nor assume any working relationship, with any of officers, directors, Employees, consultants, contractors, or any other agents of Sellers or the or the applicable Managers or the caretakers under the Caretaker Agreements or their respective Affiliates. Buyer shall be solely liable for any (i) breach by Buyer of the covenants set forth in Section 4.3; (ii) claim made by any individual in relation to any hiring or firing practices of Buyer, including allegations of discrimination; and (iii) any claim made by any individual arising on or after the Closing Date.

(b) WARN Act. Seller shall retain all liability, and indemnify and hold Buyer harmless, for any claims, liability, or other obligations arising prior to the Closing Date under the WARN Act. Except with regard to any Employee which this Agreement obligates Buyer to hire or employ, Seller shall terminate all Employees at least one (1) calendar day prior to the Closing and shall comply with the WARN Act to the extent applicable. Buyer shall retain all liability, and indemnify and hold Seller harmless, for any claims, liability, or other obligations arising on or after the Closing Date under the WARN Act.

(c) Other Employment Liabilities. Effective as of the Closing, Buyer shall, or shall cause an Affiliate to, assume any and all Liabilities relating to, arising out of, or resulting from the employment or services of any Employee this Agreement obligates Buyer to hire or employ, to the extent such Liabilities are based on any event which first occurs or exists on or after the Closing Date. Nothing set forth herein shall require Buyer to assume any Liability of Seller to any Employee arising out of Seller's operation or ownership of the Assets or Asset-Related Property prior to Closing. Seller shall retain, as the case may be, any and all Liabilities relating to, arising out of, or resulting from the employment or services, or termination of employment or services of any Employee, to the extent such Liabilities are based on any event which first occurred or existed prior to the Closing Date.

(d) No Third Party Beneficiaries. Nothing in this Section 4.3 shall create any third-party beneficiary rights for the benefit of any Employees of the Hotels or any Manager or their affiliates. Buyer and Seller acknowledge that all provisions contained in this Section 4.3 with respect to employees are included for the sole benefit of Buyer (and Buyer's Affiliates, as applicable) and each Seller (and each Seller's or Manager's Affiliates, as applicable) and shall not be deemed to constitute an amendment to any employee benefit plan or create any right (i) in any other person, including any Employees, former employees, or any beneficiary thereof or (ii) to employment or continued employment with Buyer or any of its Affiliates, managers or contractors following the Closing Date. Moreover, in no event and under no circumstances shall Buyer, in the performance of its obligations hereunder, be deemed or considered to be an agent, employee, or acting at the discretion of Seller.

(e) Survival. The provisions of this Section 4.3 shall survive the Closing without limitation.

SECTION 4.4. Bookings. Buyer shall use its best efforts to honor all existing Bookings at the Open Hotels and all other Bookings made in accordance with this Agreement for any period on or after the Closing Date, to the extent practicable and subject to the Open Hotels remaining open and operational at the time of such Bookings. For the avoidance of doubt, Buyer shall close or open the Open Hotels in its sole discretion from and after the Closing Date. The provisions of this Section 4.4 shall survive the Closing without limitation.

SECTION 4.5. Franchise Agreements. Buyer expressly acknowledges the existence of the Franchise Agreements and understands and agrees that no Seller is a party thereto or has any obligations thereunder; provided, however, it is not known if the Franchise Agreements have been terminated or whether any Franchisor has any outstanding claims against the applicable Master Lessee as a party thereto or against any Seller or any Affiliates thereof. Buyer's execution of any new franchise agreements by the Closing shall not be a condition to Buyer's obligation to close the transactions contemplated by this Agreement and failure of Buyer (or any Franchisor or licensor) to execute any new franchise agreement by the Closing shall not entitle Buyer to a refund of the Deposit. Unless otherwise requested by Buyer in a written notice delivered to Seller no later than fifteen (15) days prior to the Closing Date indicating that Buyer has elected to enter into a new franchise agreement with any Franchisor or its Affiliate, prior to Closing Sellers shall (i) remove any and all operating supplies and equipment bearing any of Franchisor's intellectual property, and (ii) either remove or cover any signage or other identifying marks on the Improvements bearing any Franchisor's intellectual property (the "Existing Signage"). Buyer shall, after the Closing, continue to leave hidden or covered any remaining Existing Signage until Buyer removes it (or obtains the right to use the same from the applicable Franchisor). The obligations of Buyer contained in this Section 4.5 shall survive the Closing or any termination of this Agreement without limitation. Management Agreements. Buyer expressly acknowledges the existence of the Management Agreements and understands and agrees that no Seller is a party thereto but, with respect to certain Hotels, has executed the Owner Agreement and is obligated thereunder with respect to the applicable and corresponding Management Agreement in certain respects; provided, however, it is not known if the Management Agreements have been terminated or to what extent any Manager has any outstanding claims against the applicable Master Lessee as a party thereto or against a Seller or any Affiliates thereof as a party to the applicable Owner Agreements. Manager or any other manager's and Buyer's execution of the management agreements by the Closing shall not be a condition to Buyer's obligation to close the transactions contemplated by this Agreement and failure of any Manager or other manager and/or Buyer to execute such agreements by the Closing shall not delay the Closing or entitle Buyer to a refund of the Deposit. The obligations of Buyer contained in this Section 4.6 shall survive the Closing or any termination of this Agreement without limitation.

SECTION 4.7. Competing Transaction. This Agreement is subject to approval by the Bankruptcy Court and the consideration by each Seller of higher or better competing transactions (including any plan of reorganization, recapitalization, or restructuring transaction), subject to the Bidding Procedures Order, (a) in respect of either (i) all or substantially all of the Assets, (ii) all or substantially all of the Assets other than those Assets related to the QM Hotel, or (iii) any one or more of the Designated Hotels and/or the QM Hotel (in accordance with Section 2.1(e)) or (b) to reorganize and/or recapitalize the Debtors (individually and collectively, a "Competing Bid"). From the date hereof (and any prior time) and until the conclusion of the Auction, Sellers are permitted to, and to cause their representatives and Affiliates to, initiate

contact with, solicit or encourage submission of any inquiries, proposals or offers by, any Person (in addition to Buyer and its representatives and Affiliates) in connection with any sale or other disposition of the Assets. In addition, Sellers shall have the authority to respond to any inquiries or offer to purchase all or any part of the Assets (whether in combination with other assets of Sellers or their Affiliates or otherwise) and perform any and all other acts related thereto, including as required under the Bankruptcy Code, the Bidding Procedures Order or other Applicable Law, and including supplying information relating to the assets of Seller to prospective purchasers.

SECTION 4.8. Approval of Break-Up Fee and Expense Reimbursement.

(a) Break-Up Fee and Expense Reimbursement. In consideration for, among other things, Buyer having expended considerable time and expense in connection with this Agreement and the negotiation thereof and the identification and quantification of the Assets, Sellers shall pay to Buyer, if and to the extent payable in accordance with the terms hereof and the Bidding Procedures Order:

- (i) a break-up fee (the “Break-Up Fee”) in an amount equal to:
 - A. \$9,400,000, representing two percent (2%) of the full amount of the Purchase Price, in the event a Competing Bid is consummated with respect to all Hotels;
 - B. \$9,100,000, representing two percent (2%) of the full Purchase Price *less* the amount of the Purchase Price allocated to the QM Hotel under the “Individual Allocation” section on Schedule A-4 attached hereto, in the event a Competing Bid is consummated with respect to all Hotels other than the QM Hotel; or
 - C. two percent (2%) of the Purchase Price allocated to each applicable Hotel under the “Individual Allocation” section on Schedule A-4 attached hereto, in the event a Competing Bid is consummated with respect to one or more of the Designated Hotels and/or the QM Hotel, as applicable; and

(ii) in the event a Competing Bid is consummated with respect to (A) all Hotels, or (B) all Hotels other than the QM Hotel, in each case, the amount of the reasonable and documented out-of-pocket expenses of Buyer incurred in connection with the transactions contemplated hereby up to an aggregate amount of Three Million and No/100 Dollars (\$3,000,000.00) (the “Expense Reimbursement” and, together with the Break-Up Fee, collectively, the “Termination Payment”); provided, that, for the avoidance of doubt, no Expense Reimbursement shall be due in connection with consummation of a Competing Bid comprised solely of Designated Hotels and/or the QM Hotel.

In the case of Section 4.8(a)(i)(A) and Section 4.8(a)(i)(B), the Break-up Fee and/or Expense Reimbursement, shall only be payable upon the occurrence of both (A) the termination

of this Agreement by (1) Buyer or Seller pursuant to Section 12.1(b)(ii), or (2) by Seller in the exercise of its “fiduciary out” under the Bidding Procedures, or (3) by Buyer pursuant to Sections 3.2(a), 12.1(c), 12.1(e), 12.1(f) or 12.1(g), and (B) the consummation of an applicable Competing Bid. In the case of Section 4.8(a)(i)(C), the Break-up Fee shall be payable upon the consummation of an applicable Competing Bid. For the avoidance of doubt, in the event Seller consummated a Competing Bid for all of the Hotels other than the QM Hotel, Buyer may terminate this Agreement and will be entitled to the Termination Payment allocated to the Hotels other than the QM Hotel (i.e., \$9,100,000 Break-up Fee and Expense Reimbursement up to \$3,000,000). If payable hereunder, the Break-up Fee and/or the Expense Reimbursement, as applicable, shall be paid promptly (and in any event within three (3) Business Days of consummation of a Competing Bid) by Sellers to Buyer in immediately available funds to one or more bank accounts of Buyer (or any of its designees) designated in writing by Buyer to Sellers. For the avoidance of doubt, for a Competing Bid that is a plan of reorganization the Termination Payment shall be payable no later than the third (3rd) Business Day following the effective date of such plan. In the event that Buyer exercises its rights under Section 2.1(f) with respect to the QM Hotel, Buyer shall not be entitled to any Break-Up Fee with respect to the QM Hotel if Sellers later consummate a Competing Bid with respect to the QM Hotel.

(b) Acknowledgement. The Parties acknowledge and agree that (i) the Parties have expressly negotiated the provisions of this Section 4.8 and the payment of the Break-Up Fee and the Expense Reimbursement are integral parts of this Agreement, (ii) in the absence of Sellers’ obligations to make these payments, Buyer would not have entered into this Agreement, and (iii) the Break-Up Fee and the Expense Reimbursement shall constitute allowed superpriority administrative expense claims pursuant to sections 105(a), 503(b), and 507(a)(2) of the Bankruptcy Code with priority over all other administrative expenses of the kind specified in section 503(b) of the Bankruptcy Code, other than, and subject and subordinate in all respects to, the Carve-Out (as defined in the Final DIP Order).

(c) Liability of Seller. Each Seller acknowledges and agrees that such Seller shall be jointly and severally liable for the entire Break-Up Fee and the Expense Reimbursement payable by Sellers pursuant to this Agreement.

(d) Survival. The obligations of Sellers to pay the Break-Up Fee and the Expense Reimbursement shall survive the termination of this Agreement in accordance with Section 12.2. The Break-Up Fee and the Expense Reimbursement shall be deemed earned upon entry of the Bidding Procedures Order.

(e) Release. Subject to Section 12.2, nothing in this Section 4.8 shall relieve Buyer or any Seller of any Liability for a breach of this Agreement prior to the date of termination or consummation of a Competing Bid. Upon payment of the Break-Up Fee and/or Expense Reimbursement, as applicable, to Buyer in accordance with this Section 4.8 and subject to Section 2.3(a)(ii), Sellers and their respective Representatives and Affiliates, on the one hand, and Buyer and its Representatives and Affiliates, on the other, will be deemed to have fully released and discharged each other from any Liability resulting from the termination of this Agreement or consummation of a Competing Bid and no Seller, their Representatives or Affiliates, on the one hand, nor Buyer, its Representatives or Affiliates, on the other hand, or any other Person will have

any other remedy or cause of action under or relating to this Agreement or any Applicable Law, including for reimbursement of expenses.

SECTION 4.9. Bankruptcy Court Filings.

(a) Bidding Procedures Motion. On or before March 10, 2021, Seller shall file with the Bankruptcy Court a motion seeking entry of the Bidding Procedures Order (the “Bidding Procedures Motion”). Buyer agrees that it will promptly take such actions as are reasonably requested by Seller to assist in obtaining entry of the Bidding Procedures Order and the Sale Order, including by furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Buyer under this Agreement and demonstrating that Buyer is a “good faith” purchaser under section 363(m) of the Bankruptcy Code.

(b) Cooperation. Seller shall cooperate with Buyer concerning the Bidding Procedures Order, the Sale Order, and any other applications, pleadings, notices, and other proposed orders (whether of the Bankruptcy Court or otherwise, and whether relating to the Bankruptcy Cases or any other insolvency proceeding or otherwise), and other documents relating to the transactions contemplated by this Agreement, and Seller shall provide Buyer with draft copies of all applications, pleadings, notices, proposed orders, and other documents relating to such transactions at least two (2) Business Days (to the extent reasonably practicable) in advance of the proposed filing date so as to permit Buyer sufficient time to review and comment on such drafts, and, with respect to all provisions that impact Buyer or relate to the transactions contemplated by this Agreement, such pleadings and proposed orders (including, without limitation, the Sale Order) shall be in form and substance reasonably acceptable to Buyer. Seller shall give Buyer reasonable advance notice of any hearings regarding the Bidding Procedure Order, the Sale Order, or any other orders (whether of the Bankruptcy Court or otherwise, and whether relating to the Bankruptcy Cases or any other insolvency proceeding or otherwise) relating to the transactions contemplated by this Agreement.

(c) Sale Order. If this Agreement and the sale of the Assets to Buyer on the terms and conditions hereof are determined to be the “highest or otherwise best offer” in accordance with the Bidding Procedures Order, Buyer and Seller agree to use commercially reasonable efforts to cause the Bankruptcy Court to enter the Sale Order. In the event the entry of the Sale Order or the Bidding Procedures Order shall be appealed, Seller and Buyer shall use their respective commercially reasonable efforts to defend such appeal.

(d) Back-up Bidder. Seller and Buyer agree that, in the event that Buyer (or any of its Affiliates) is not the winning bidder at the auction undertaken pursuant to the Bidding Procedures Order (the “Auction”), if and only if (i) Buyer (or any of its Affiliates) submits the second highest or second best bid at the Auction or the terms of this Agreement constitute the second highest or best bid, and Seller gives Buyer written notice of such determination (a “Back-Up Bidder Notice”) at the Auction, and (ii) Seller gives written notice to Buyer on or before June 14, 2021 (the “Back-Up Termination Date”), stating that Seller (A) failed to consummate the sale of the Assets with the winning bidder, and (B) terminated the purchase agreement with the winning bidder, Buyer shall consummate the transactions contemplated hereby upon the terms and

conditions as set forth herein, including the Purchase Price (as modified by any subsequent bid by Buyer at the Auction).

SECTION 4.10. Bankruptcy Case Milestones. Seller shall comply with the following timeline (the “Bankruptcy Case Milestones”):

(a) Milestone One. No later than March 31, 2021, Seller shall obtain entry of the Bidding Procedures Order.

(b) Milestone Two. No later than May 24, 2021, the Auction (if necessary) shall have been held pursuant to the Bidding Procedures Order.

(c) Milestone Three. No later than June 1, 2021, the Bankruptcy Court shall have held the Sale Hearing to consider entry of the Sale Order.

ARTICLE V

CONDITIONS PRECEDENT TO CLOSING

SECTION 5.1. Conditions Precedent to Seller’s Obligations. The obligation of Seller to consummate the transfer of the Assets to Buyer on the Closing Date is subject to the satisfaction (or waiver by Seller) as of the Closing of the following conditions:

(a) Representations and Warranties. Each of the representations and warranties made by Buyer in this Agreement shall be true and correct in all material respects when made and on and as of the Closing Date as though such representations and warranties were made on and as of the Closing Date.

(b) Obligations and Covenants. Buyer shall have performed or complied in all material respects with each obligation and covenant required by this Agreement to be performed or complied with by Buyer on or before the Closing.

(c) No Prohibition on Transfer. No litigation, action, proceeding, order or injunction of any court or administrative agency of competent jurisdiction nor any statute, rule, regulation or executive order promulgated by any Governmental Authority of competent jurisdiction shall have been commenced or otherwise be in effect as of the Closing which would restrain or prohibit the transfer of the Assets or the consummation of any other transaction contemplated hereby.

(d) Buyer Deliverables. Seller shall have received all of the documents required to be delivered by Buyer under Section 6.1 (or such documents shall have been delivered to Escrow Agent to be held in escrow and delivered to Seller at Closing).

(e) Purchase Price. Seller shall have received the Purchase Price in accordance with Section 2.2(a) and all other amounts due to Seller from Buyer hereunder (or such funds shall have been delivered to Escrow Agent to be held in escrow and delivered to Seller at Closing).

(f) Bankruptcy Court Orders. The Bankruptcy Court shall have entered (i) the Bidding Procedures Order, and (ii) the Sale Order, and no Order staying, reversing, modifying or amending the Sale order shall be in effect on the Closing Date.

(g) Writs of Possession. Each Seller shall have received, to the extent it does not have a final order granting possession of the applicable Hotel to the respective Seller as of the Effective Date, a writ of possession or similar court order from Bankruptcy Court (or another court of competent jurisdiction) granting possession of the applicable Hotel and clear of any rights of the applicable Master Lessee as tenant under the Master Lease.

(h) QM Hotel. QM Seller shall have received a written release of QM Seller from any and all Liabilities that may arise or accrue under the QM Ground Leases, the QM Carnival Subleases, the QM Lease Rent Escrow Agreement and the QM Collective Bargaining Agreements.

The conditions set forth in this Section 5.1 are solely for the benefit of Seller and may be waived only by Seller. At all times prior to the termination of this Agreement, Seller may waive any of these conditions in its sole discretion and proceed with the Closing, subject to the terms and conditions of this Agreement.

SECTION 5.2. Conditions to Buyer's Obligations. The obligation of Buyer to purchase and pay for the Assets is subject to the satisfaction (or waiver by Buyer) as of the Closing of the following conditions:

(a) Representations and Warranties. Each of the representations and warranties made by Seller in this Agreement shall be true and correct in all material respects when made and on and as of the Closing Date as though such representations and warranties were made on and as of Closing Date (unless such representation or warranty is made on and as of a specific date, in which case it shall be true and correct in all material respects as of such date), excluding, however, any inaccuracies or changes in the representations and warranties made by Seller resulting from any action, condition or matter that (i) is expressly permitted or contemplated by the terms of this Agreement, (ii) was within Buyer's Knowledge prior to the Effective Date, or (iii) would not materially adversely impact the value of the Assets in the aggregate.

(b) Obligations and Covenants. Seller shall have performed or complied in all material respects with each obligation and covenant required by this Agreement to be performed or complied with by Seller on or before the Closing.

(c) No Prohibition on Transfer. No order or injunction of any court or administrative agency of competent jurisdiction nor any statute, rule, regulation or executive order promulgated by any Governmental Authority of competent jurisdiction shall be in effect as of the Closing which restrains or prohibits the transfer of the Assets or the consummation of any other transaction contemplated hereby.

(d) Seller Deliverables. Buyer shall have received all of the documents required to be delivered by Seller under Section 6.2 (or such documents shall have been delivered to Escrow Agent to be held in escrow and delivered to Buyer at Closing).

(e) Bankruptcy Court Orders. The Bankruptcy Court shall have entered (i) the Bidding Procedure Order, and (ii) the Sale Order, and no order staying, reversing, modifying or amending the Sale Order shall be in effect on the Closing Date.

The conditions set forth in this Section 5.2 are solely for the benefit of Buyer and may be waived only by Buyer. At all times prior to the termination of this Agreement, Buyer may waive any of these conditions in its sole discretion and proceed with the Closing, subject to the terms and conditions of this Agreement.

SECTION 5.3. Waiver of Conditions Precedent. The Closing shall constitute conclusive evidence that Seller and Buyer have respectively waived any conditions which are not satisfied as of the Closing.

SECTION 5.4. Frustration of Closing Conditions. Neither Seller nor Buyer may rely on the failure of a closing condition set forth in Sections 5.1 or 5.2 if such failure was caused by such Party's failure to act in good faith or to use its commercially reasonable efforts to cause the Closing to occur.

ARTICLE VI

CLOSING DELIVERIES

SECTION 6.1. Buyer Closing Deliveries. Buyer shall make the following deliveries at Closing to Seller (or deposit such documents and other items with Escrow Agent to be held in escrow and delivered to Seller at Closing) in each case with respect to each Hotel that constitutes a portion of the Assets to be conveyed to Buyer as contemplated by Section 2.1(e):

(a) with respect to the QM Hotel only, if and to the extent the same constitutes a portion of the Assets to be conveyed to Buyer as contemplated by Section 2.1(e), and only if the City of Long Beach has consented to the transactions contemplated herein, (i) an assignment and assumption of QM Seller's interest in the QM Ground Lease (an "Assignment of Ground Lease") and (ii) a memorandum of the Assignment of Ground Lease (the "Memorandum of Assignment of Ground Lease"), in each case, duly executed and/or acknowledged by Buyer, as applicable, each in form and substance approved by the City of Long Beach and reasonably acceptable to Buyer and Seller;

(b) a bill of sale transferring the FF&E, supplies and Inventories with respect to such Hotel to Buyer, and a general assignment and assumption of the Designated Contracts, Bookings, Designated Leases, Licenses and Permits, Intangible Property and Warranties, for each Hotel duly executed by Buyer in substantially the form of Exhibit A attached hereto (the "Bill of Sale and Assignment and Assumption Agreement");

(c) such other documents and instruments as may be reasonably requested by Title Company in order to consummate the transactions described in this Agreement;

(d) all transfer tax returns which are required by law and the regulations issued pursuant thereto in connection with the payment of all state or local real property transfer taxes

that are payable or arise as a result of the consummation of the transactions contemplated by this Agreement, in each case, as prepared by Seller and duly executed by Buyer; and

(e) a closing statement for the Assets prepared and approved by Seller and Buyer, consistent with the terms of this Agreement.

SECTION 6.2. Seller Closing Deliveries.

Seller shall deliver the following documents at Closing to Buyer (or deposit such documents with Escrow Agent to be held in escrow and delivered to Buyer at Closing) in each case with respect to each Hotel that constitutes a portion of the Assets to be conveyed to Buyer as contemplated by Section 2.1(e):

(a) with respect to (i) the CPDCT Hotel, a quitclaim deed in substantially the form of Exhibit C-1 attached hereto, subject to changes to conform with local laws and recording requirements (the “CT Deed”), (ii) the DTSLC Hotel, a quitclaim deed in substantially the form of Exhibit C-2 attached hereto, subject to changes to conform with local laws and recording requirements (the “UT Deed”), (iii) the ESAN Hotel, the ESPD Hotel, the FPSJ Hotel, the HISM Hotel, the HIA Hotel, the SP Hotel and the WS Hotel, a quitclaim deed in substantially the form of Exhibit C-3 attached hereto, subject to changes to conform with local laws and recording requirements (the “CA Deed”), (iv) the HIDH Hotel, the RDH Hotel and the SDTC Hotel, a quitclaim deed in substantially the form of Exhibit C-4 attached hereto, subject to changes to conform with local laws and recording requirements (the “CO Deed”), (v) the HIOR Hotel, a quitclaim deed in substantially the form of Exhibit C-5 attached hereto, subject to changes to conform with local laws and recording requirements (the “FL Deed”) and (vi) the HAN Hotel, a quitclaim deed in substantially the form of Exhibit C-6 attached hereto, subject to changes to conform with local laws and recording requirements (the “GA Deed” and, together with the CT Deed, the UT Deed, the CA Deed, the CO Deed and the FL Deed, collectively, the “Deed”), duly executed by the applicable Seller;

(b) with respect to the QM Hotel only, if and to the extent the same constitutes a portion of the Assets to be conveyed to Buyer as contemplated by Section 2.1(e), and only in the event the City of Long Beach has consented to the transactions contemplated herein, (i) the Assignment of Ground Lease, duly executed by QM Seller and (ii) the Memorandum of Assignment of Ground Lease, duly executed and acknowledged by QM Seller;

(c) a Bill of Sale and Assignment and Assumption Agreement for each Hotel duly executed by Seller;

(d) all keys and keycards in Seller’s possession, security and access codes to the Hotels, which may be left at the Hotels;

(e) such other documents and instruments as may be reasonably requested by Title Company in order to consummate the transactions described in this Agreement;

(f) all transfer tax returns which are required by law and the regulations issued pursuant thereto in connection with the payment of all state or local real property transfer taxes

that are payable or arise as a result of the consummation of the transactions contemplated by this Agreement, in each case, as prepared and duly executed by Seller, as applicable;

(g) a certificate or registration of title for any owned vehicle, duly executed by Seller, conveying such vehicle to Buyer;

(h) a duly executed affidavit of non-foreign status that complies with Section 1445 of the Code, by each Seller (or if a Seller is treated as a disregarded entity, such other entity that is treated as the tax owner of such Seller's assets for purposes of Section 1445 of the Code);

(i) a closing statement for the Assets prepared and approved by Seller and Buyer, consistent with the terms of this Agreement;

(j) with respect to the QM Hotel only, if and to the extent the same constitutes a portion of the Assets to be conveyed to Buyer as contemplated by Section 2.1(e), a writ of possession or similar court order from Bankruptcy Court (or another court of competent jurisdiction) granting possession of the QM Land free and clear of any rights of EHT QMLB, LLC as subtenant under the QM Ground Lease; and

(k) the Interim Agreement, if applicable.

SECTION 6.3 Post Closing Cooperation. Buyer shall reasonably cooperate with Seller in connection with the prosecution or defense of any litigation, actions, suits, arbitrations, claims, government investigations, or proceedings with any Person or Governmental Authority arising out of or relating to events that occur prior to the Closing Date, including, without limitation, making Employees available to Seller at no cost to Buyer. The provisions of this Section 6.3 shall survive the Closing.

ARTICLE VII

INSPECTIONS AND RELEASE

SECTION 7.1. Examination and No Contingencies.

(a) Examination. Buyer acknowledges that by reason of its business and financial experience, and the business and financial experience of those Persons retained by Buyer to advise it with respect to its investment in the Assets, Buyer has sufficient knowledge, sophistication and experience in business and financial matters to evaluate the merits and risks of the prospective investment and is able to bear the economic risk of such investment. As of the Effective Date, Buyer acknowledges that it has had (i) adequate opportunity and time to review and analyze the risks attendant to the transactions contemplated in this Agreement with the assistance and guidance of competent professionals, and (ii) sufficient time to inspect, examine and investigate the Assets, the Condition of the Assets and the operations thereof (and to review survey and title matters relating to the Assets and the Condition of the Assets) including, but not limited to, all matters and information contained in the Asset File provided or made available by Seller or anyone acting on behalf of Seller and/or any Manager. Buyer represents, warrants and agrees that, except as expressly set forth in this Agreement, Buyer is relying solely on its own inspections, examinations and investigations in making the decision to purchase the Assets. Buyer

hereby acknowledges and agrees that it shall not have the right to terminate this Agreement and obtain a refund of the Deposit as a result of its dissatisfaction with any aspect of its investigation of the Assets or the Condition of the Assets after the Effective Date. Buyer will be making such examination of the Assets, the Condition of the Assets and all other matters affecting or relating to the transactions contemplated hereunder as Buyer has deemed necessary. In entering into this Agreement, Buyer has not been induced by and has not relied upon any written or oral representations, warranties, guaranties, information, documents, sales brochures, marketing materials or other literature, maps or sketches, projections, pro formas, or statements, whether express or implied, material or immaterial, made by Seller or any Affiliate, member or manager of Seller, or any officer, director, partner, shareholder, member, agent, attorney of any Seller, employee, or other representative of any of the foregoing or by any broker (including Investment Banker) or any other Person representing or purporting to represent Seller with respect to the Assets, the Condition of the Assets or any other matter affecting or relating to the transactions contemplated hereby, other than those expressly set forth in this Agreement. Buyer's obligations under this Agreement shall not be subject to any contingencies, diligence or conditions except as expressly set forth in this Agreement. Buyer acknowledges and agrees that, except as expressly set forth herein, no Seller makes any representation or warranty whatsoever, whether express or implied or arising by operation of law, with respect to the Assets or the Condition of the Assets.

(b) No Reliance. EXCEPT AS EXPRESSLY SET FORTH HEREIN, BUYER IS NOT RELYING AND HAS NOT RELIED ON SELLER OR ANY AFFILIATE, MEMBER OR MANAGER OF ANY SELLER, OR ANY OFFICER, DIRECTOR, PARTNER, SHAREHOLDER, MEMBER, AGENT, ATTORNEY, EMPLOYEE OR OTHER REPRESENTATIVE OF ANY OF THE FOREGOING OR BY ANY BROKER OR ANY OTHER PERSON REPRESENTING OR PURPORTING TO REPRESENT ANY SELLER AS TO (I) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF THE ASSETS, INCLUDING, BUT NOT LIMITED TO, THE STRUCTURAL ELEMENTS, FOUNDATIONS, ROOFS, APPURTENANCES, ACCESS, LANDSCAPING, PARKING FACILITIES, ELECTRICAL, MECHANICAL, HVAC, PLUMBING, SEWAGE OR UTILITY SYSTEMS, FACILITIES OR APPLIANCES AT THE LAND OR ANY PORTION THEREOF, (II) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF SOILS OR GROUND WATER AT THE LAND, (III) THE EXISTENCE, QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF ANY UTILITY SERVING THE LAND, (IV) THE AD VALOREM TAXES NOW OR HEREAFTER PAYABLE ON THE ASSETS AND THE VALUATION OF THE ASSETS FOR AD VALOREM TAX PURPOSES, (V) THE DEVELOPMENT POTENTIAL OF THE LAND OR THE HABITABILITY, MERCHANTABILITY, FITNESS, SUITABILITY OR ADEQUACY OF THE LAND, OR ANY PORTION OF THE LAND FOR ANY PARTICULAR USE OR PURPOSE, (VI) THE ZONING OR OTHER LEGAL STATUS OF THE LAND, (VII) THE COMPLIANCE BY THE ASSETS, OR ANY PORTION THEREOF, OR THE OPERATIONS CONDUCTED ON OR AT THE ASSETS, OR SELLER, WITH ANY APPLICABLE LAW, ANY LEGAL REQUIREMENTS OR OTHER COVENANTS, CONDITIONS OR RESTRICTIONS OR CONTRACTS (INCLUDING, WITHOUT LIMITATION, THE MANAGEMENT AGREEMENTS, OWNER AGREEMENTS AND FRANCHISE AGREEMENTS), (VIII) THE QUALITY OF ANY LABOR OR MATERIALS RELATING IN ANY MANNER TO THE ASSETS, (IX) POTENTIAL FOR ANY UNION ORGANIZING ACTIVITIES OR THE APPOINTMENT OF A COLLECTIVE BARGAINING AGENT OR OBLIGATION TO RECOGNIZE A BARGAINING UNIT OR (X)

THE CONDITION OF TITLE TO THE ASSETS OR THE NATURE, STATUS AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, RIGHT OF REDEMPTION, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, COVENANT, CONDITION, RESTRICTION OR ANY OTHER MATTER AFFECTING TITLE TO THE ASSETS.

(c) Buyer's Acknowledgment. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER ACKNOWLEDGES THAT NEITHER ANY SELLER NOR ANYONE ACTING ON BEHALF OF ANY SELLER HAS MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE ASSETS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR REPRESENTATIONS AS TO TITLE, ABSENCE OF DEFECTS (WHETHER APPARENT OR LATENT, KNOWN OR UNKNOWN, EASILY DISCOVERABLE OR HIDDEN), HABITABILITY, MERCHANTABILITY, FITNESS FOR ANY ORDINARY USE, FITNESS FOR ANY INTENDED USE OR PARTICULAR PURPOSE OR OTHERWISE, ZONING, TAX CONSEQUENCES, PHYSICAL CONDITION, MOLD, ENVIRONMENTAL CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE ASSETS WITH LEGAL REQUIREMENTS, INCLUDING WITHOUT LIMITATION THE AMERICANS WITH DISABILITIES ACT OF 1990, 42 U.S.C. 12101, ET SEQ., THE TRUTH, ACCURACY, OR COMPLETENESS OF ANY MATERIALS, DATA OR INFORMATION PROVIDED BY OR ON BEHALF OF ANY SELLER TO BUYER OR IN THE ASSET FILE, OR THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO THE PROPERTY OR THE MANNER OF REPAIR, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE ASSETS OR ANY PORTION THEREOF. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ALL SUCH REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE ASSETS ARE HEREBY DISCLAIMED BY EACH SELLER AND EXPRESSLY WAIVED BY BUYER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND NEITHER SELLER NOR ANY OF THE RELEASEES (AS DEFINED BELOW) IS LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING OR RELATING TO THE ASSETS MADE OR FURNISHED BY ANY SELLER OR ANY AFFILIATE, MEMBER OR MANAGER OF ANY SELLER, OR ANY OFFICER, DIRECTOR, PARTNER, SHAREHOLDER, MEMBER, AGENT, ATTORNEY, EMPLOYEE OR OTHER REPRESENTATIVE OF ANY OF THE FOREGOING OR BY ANY BROKER OR ANY OTHER PERSON REPRESENTING OR PURPORTING TO REPRESENT ANY SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, VERBALLY OR IN WRITING. BUYER FURTHER HAS NOT RELIED ON ANY SELLER'S SKILL OR JUDGMENT IN SELECTING THE ASSETS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER SHALL HAVE NO RIGHT OR CAUSE OF ACTION IN WARRANTY OR OTHERWISE AGAINST ANY SELLER OR ANY OF THE RELEASEES IN ANY CONTROVERSY, CLAIM, DEMAND OR LITIGATION ARISING FROM OR IN CONNECTION WITH THE ASSETS OR THE CONDITION OF THE ASSETS AND BUYER HEREBY WAIVES AND RELEASES EACH SELLER AND EACH OF THE RELEASEES FROM ANY SUCH RIGHT OR CAUSE OF ACTION.

(d) As Is, Where Is. BUYER AGREES THAT ALL RIGHT, TITLE AND INTEREST OF EACH SELLER IN AND TO THE ASSETS WILL BE SOLD AND CONVEYED TO (AND ACCEPTED BY) BUYER AT THE CLOSING IN THE THEN EXISTING CONDITION OF THE ASSETS, AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT ANY WRITTEN OR ORAL REPRESENTATION, WARRANTY OR RECOURSE WHATSOEVER, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE OR ANY WARRANTY AS TO THE ABSENCE OF DEFECTS (WHETHER APPARENT OR LATENT, KNOWN OR UNKNOWN, EASILY DISCOVERABLE OR HIDDEN), FITNESS FOR ANY ORDINARY USE, OR FITNESS FOR ANY INTENDED USE OR PARTICULAR PURPOSE (AND THE SOLE PERIL AND RISK OF EVICTION TO BE ASSUMED BY BUYER); IT BEING UNDERSTOOD THAT BUYER WILL TAKE AND ACCEPT THE PROPERTY AT CLOSING “AS IS” AND “WHERE IS,” AND BUYER HEREBY ACKNOWLEDGING RELIANCE SOLELY ON ITS OWN TITLE EXAMINATION AND INSPECTION OF THE ASSETS, AND NOT ON ANY WARRANTIES OR REPRESENTATIONS FROM ANY SELLER OR ANYONE ACTING ON BEHALF OF ANY SELLER, OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT. Without limiting the generality of the foregoing, except as set forth in this Agreement, the transactions contemplated by this Agreement are without statutory, express or implied warranty, representation, agreement, statement or expression of opinion of or with respect to the Assets or the Condition of the Assets or any aspect thereof, including, without limitation, (i) any and all statutory, express or implied representations or warranties related to the suitability for habitation, merchantability, or fitness for a particular purpose, (ii) any statutory, express or implied representations or warranties created by any affirmation of fact or promise, by any description of the Assets or by operation of law and (iii) all other statutory, express or implied representations or warranties by any Seller whatsoever. The provisions of this Section 7.1 shall survive the Closing without limitation and shall not be deemed merged into any instrument or conveyance delivered at the Closing.

(e) Condition of the Assets. For purposes of this Agreement, the term “Condition of the Assets” means the following matters:

(i) The quality, nature and adequacy of the physical condition of the Assets, including, without limitation, the quality of the design, labor and materials used to construct the improvements included in the Assets; the condition of structural elements, foundations, roofs, glass, mechanical, plumbing, electrical, HVAC, sewage, and utility components and systems; the capacity or availability of sewer, water, or other utilities; the geology, flora, fauna, soils, subsurface conditions, groundwater, landscaping, and irrigation of or with respect to the Assets, the location of the Assets in or near any special taxing district, flood hazard zone, wetlands area, protected habitat, geological fault or subsidence zone, hazardous waste disposal or clean-up site, or other special area, the existence, location, or condition of ingress, egress, access, and parking; the condition of the personal property and any fixtures; the presence of any bedbugs, rodents, or other pests; and the presence of any asbestos or other Hazardous Materials, dangerous, or toxic substance, material or waste in, on, under or about the Assets and the improvements located thereon. “Hazardous Materials” means (A) those substances included within the definitions of any one or more of the terms “hazardous substances,” “toxic pollutants,” “hazardous materials,” “toxic substances,” and “hazardous waste” in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (as amended),

the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Sections 1801 et seq., the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. Section 6901 et seq., Section 311 of the Clean Water Act, 15 U.S.C. § 2601 et seq., 33 U.S.C. § 1251 et seq., 42 U.S.C. 7401 et seq. and the regulations and publications issued under any such laws, (B) petroleum, radon gas, lead based paint, asbestos or asbestos containing material and polychlorinated biphenyls and (C) mold, fungus, water conditions or other biological agents, in each case the presence of which may adversely affect the health of individuals which may exist at the Assets or other matters governed by applicable federal, state or local law or statute.

(ii) The economic feasibility, cash flow and expenses of the Assets, and habitability, merchantability, fitness, suitability and adequacy of the Assets for any particular use or purpose.

(iii) The compliance or non-compliance of each Seller or the operation of the Assets or any part thereof in accordance with, and the contents of, (A) all codes, laws, ordinances, regulations, agreements, licenses, permits, approvals and applications of or with any Governmental Authorities asserting jurisdiction over the Assets, including, without limitation, those relating to the COVID-19 pandemic, zoning, land use, building, public works, parking, fire and police access, handicap access, life safety, subdivision and subdivision sales, and Hazardous Materials, dangerous, and toxic substances, materials, conditions or waste, including, without limitation, the presence of Hazardous Materials in, on, under or about the Assets that would cause state or federal agencies to order a cleanup of the Assets under any applicable legal requirements and (B) all agreements, covenants, conditions, restrictions (public or private), condominium plans, development agreements, site plans, building permits, building rules, and other instruments and documents governing or affecting the use, management, and operation of the Assets.

(iv) Those matters referred to in this Agreement and the documents listed on the schedules attached hereto and the matters disclosed in the Asset File.

(v) The availability, cost, terms and coverage of liability, hazard, comprehensive and any other insurance of or with respect to the Assets.

(vi) The condition of title to the Assets, including, without limitation, vesting, legal description, matters affecting title, title defects, liens, encumbrances, boundaries, encroachments, mineral rights, options, easements, and access; violations of restrictive covenants, land use, zoning ordinances, setback lines, or development agreements; the availability, cost, and coverage of title insurance; leases, rental agreements, occupancy agreements, rights of parties in possession of, using, or occupying the Assets; and standby fees, taxes, bonds and assessments.

(f) Acknowledgement. Each Seller has given Buyer material concessions regarding this transaction in exchange for Buyer agreeing to the provisions of this Section 7.1. Buyer has initialed this Section 7.1 to further indicate its awareness and acceptance of each and every provision hereof. The provisions of this Section 7.1 shall survive the Closing without limitation and shall not be deemed merged into any instrument or conveyance delivered at the Closing.

BUYER'S INITIALS: AKS

SECTION 7.2. Release. Buyer hereby agrees that each Seller and its Affiliates and each of their respective partners, members, trustees, directors, officers, employees, representatives, property managers, asset managers, agents, attorneys, Affiliates and related entities, heirs, successors, and assigns (collectively, including Seller, the “Releasees”), which, for the avoidance of doubt, shall not include Urban Commons or its Affiliates) shall be, and are hereby, fully and forever released and discharged from any and all Liabilities, losses, claims (including third party claims), demands, damages (of any nature whatsoever), causes of action, costs, penalties, fines, judgments, reasonable attorneys’ fees, consultants’ fees and costs and experts’ fees (collectively, the “Claims”) with respect to any and all Claims, whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the Assets, the Condition of the Assets or the Hotels including, without limitation, the physical, environmental and structural condition of the Assets or any law or regulation applicable thereto, including, without limitation, any Claim or matter (regardless of when it first appeared) relating to or arising from (a) the presence of any environmental problems, or the use, presence, storage, release, discharge, or migration of Hazardous Materials on, in, under or around the Hotels regardless of when such Hazardous Materials were first introduced in, on or about the Assets, (b) any patent or latent defects or deficiencies with respect to the Assets, (c) any and all matters related to the Assets or any portion thereof, including without limitation, the condition and/or operation of the Assets and each part thereof, and (d) the presence, release and/or remediation of asbestos and asbestos containing materials in, on or about the Assets regardless of when such asbestos and asbestos containing materials were first introduced in, on or about the Assets; provided, however, that in no event shall Releasees be released from any Claims arising from any fraudulent acts (under “common law”) committed by any Seller to Buyer in connection with the transactions contemplated by this Agreement. Buyer understands that such waiver and release includes statutory as well as “common law” and equitable rights and remedies and that it covers potential claims of which Buyer may be currently unaware or unable to discover. Buyer hereby waives and agrees not to commence any action, legal proceeding, cause of action or suits in law or equity, of whatever kind or nature, including, but not limited to, a private right of action under the federal Superfund laws, 42 U.S.C. Sections 9601 et seq. (as such laws and statutes may be amended, supplemented or replaced from time to time), directly or indirectly, against the Releasees or their agents in connection with Claims described above and all similar provisions or rules of law. In this connection and to the greatest extent permitted by law, Buyer hereby agrees, represents and warrants that Buyer realizes and acknowledges that factual matters not known to it may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damage, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Buyer further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Buyer nevertheless hereby intends to release, discharge and acquit the Releasees from any such unknown, unanticipated or unsuspected Claims, debts, and controversies which might in any way be included as a material portion of the consideration given to Seller by Buyer in exchange for Seller’s performance hereunder. Each Seller has given Buyer material concessions regarding this transaction in exchange for Buyer agreeing to the provisions of this Section 7.2. Each Seller and Buyer have initialled this Section 7.2 to further indicate their awareness and acceptance of each and every provision hereof. The provisions of this Section 7.2 shall survive the Closing without limitation and shall not be deemed merged into any instrument or conveyance delivered at the Closing. Notwithstanding anything herein to the contrary, the foregoing release shall not apply to any

Seller's breach of this Agreement or the fraud, wilful misconduct or gross negligence of such Seller.

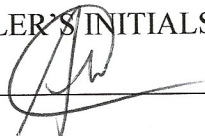
SELLER'S INITIALS:



BUYER'S INITIALS:

SECTION 7.3. DISCLAIMER. ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE ASSETS IS SOLELY FOR BUYER'S CONVENIENCE AND WAS OR WILL BE OBTAINED FROM A VARIETY OF SOURCES. SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO (AND EXPRESSLY DISCLAIMS ALL) REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE CLOSING DOCUMENTS. NO SELLER SHALL BE LIABLE FOR ANY MISTAKES, OMISSIONS, MISREPRESENTATION OR ANY FAILURE TO INVESTIGATE THE ASSETS NOR SHALL ANY SELLER BE BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, APPRAISAL, ENVIRONMENTAL ASSESSMENT REPORTS OR OTHER INFORMATION PERTAINING TO THE ASSETS OR THE OPERATION THEREOF, FURNISHED BY ANY SELLER, ITS REPRESENTATIVES OR ANY OTHER PERSON OR ENTITY ACTING ON ANY SELLER'S BEHALF EXCEPT, IN EACH CASE, AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY OF THE CLOSING DOCUMENTS.

SELLER'S INITIALS:



BUYER'S INITIALS:

ARTICLE VIII

TITLE AND PERMITTED EXCEPTIONS

SECTION 8.1. Permitted Exceptions. The Hotels shall be sold and are to be conveyed, and Buyer agrees to purchase the Hotels, subject to the Permitted Exceptions.

SECTION 8.2. Title Commitment and Survey. Buyer has received and reviewed a copy of the Title Commitments and the Existing Surveys. Buyer is responsible for payment for any title policies and endorsements with respect to the Assets at Buyer's sole cost and expense. Seller is responsible for obtaining updates to the Existing Surveys, updates to the Title Commitments, and updates to the existing environmental reports and will provide them to Buyer promptly upon receipt.

(a) Objections. Except as set forth in paragraph (b) below, nothing in this Section shall require Seller, despite any election by Seller to attempt to discharge any title exceptions, to take or bring any action or proceeding or any other steps to remove any title exception or to expend any moneys therefor, other than with respect to the Post Effective Date Seller Encumbrances (as hereinafter defined) pursuant to Section 8.2(b) of this Agreement.

Seller's breach of this Agreement or the fraud, wilful misconduct or gross negligence of such Seller.

SELLERS' INITIALS:

BUYER'S INITIALS:

_____ AKS _____

SECTION 7.3. DISCLAIMER. ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE ASSETS IS SOLELY FOR BUYER'S CONVENIENCE AND WAS OR WILL BE OBTAINED FROM A VARIETY OF SOURCES. SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO (AND EXPRESSLY DISCLAIMS ALL) REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE CLOSING DOCUMENTS. NO SELLER SHALL BE LIABLE FOR ANY MISTAKES, OMISSIONS, MISREPRESENTATION OR ANY FAILURE TO INVESTIGATE THE ASSETS NOR SHALL ANY SELLER BE BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, APPRAISAL, ENVIRONMENTAL ASSESSMENT REPORTS OR OTHER INFORMATION PERTAINING TO THE ASSETS OR THE OPERATION THEREOF, FURNISHED BY ANY SELLER, ITS REPRESENTATIVES OR ANY OTHER PERSON OR ENTITY ACTING ON ANY SELLER'S BEHALF EXCEPT, IN EACH CASE, AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY OF THE CLOSING DOCUMENTS.

SELLER'S INITIALS:

BUYER'S INITIALS:

_____ AKS _____

ARTICLE VIII

TITLE AND PERMITTED EXCEPTIONS

SECTION 8.1. Permitted Exceptions. The Hotels shall be sold and are to be conveyed, and Buyer agrees to purchase the Hotels, subject to the Permitted Exceptions.

SECTION 8.2. Title Commitment and Survey. Buyer has received and reviewed a copy of the Title Commitments and the Existing Surveys. Buyer is responsible for payment for any title policies and endorsements with respect to the Assets at Buyer's sole cost and expense. Seller is responsible for obtaining updates to the Existing Surveys, updates to the Title Commitments, and updates to the existing environmental reports and will provide them to Buyer promptly upon receipt.

(a) Objections. Except as set forth in paragraph (b) below, nothing in this Section shall require Seller, despite any election by Seller to attempt to discharge any title exceptions, to take or bring any action or proceeding or any other steps to remove any title exception or to expend any moneys therefor, other than with respect to the Post Effective Date Seller Encumbrances (as hereinafter defined) pursuant to Section 8.2(b) of this Agreement.

(b) Updates. Notwithstanding the foregoing, if the Title Commitment is updated after the date hereof (an “Updated Title Commitment”) and matters are shown on the Updated Title Commitment that, in the aggregate, materially and adversely affect the value of the Assets when taken as a whole (i.e., the value of the Assets in the aggregate) and are not shown on the Title Commitments and that do not constitute Permitted Exceptions, then Buyer shall have until not later than 5:00 P.M. Eastern Time on the date that is three (3) Business Days after its receipt of the Updated Title Commitment to notify Seller’s attorney in writing (the “Updated Title Commitment Objection Notice”) as to Buyer’s objection to any such matters. Buyer’s failure to deliver the Updated Title Commitment Objection Notice on or prior to 5:00 P.M. Eastern Time on the date that is three (3) Business Days after Buyer’s receipt of the Updated Title Commitment shall constitute Buyer’s irrevocable acceptance of the Updated Title Commitment and Buyer shall be deemed to have unconditionally waived any right to object to any matters set forth therein. If Buyer timely delivers an Updated Title Commitment Objection Notice, Seller shall have three (3) Business Days after receipt of such notice to notify Buyer (i) that Seller will remove or cause to be removed such objectionable exceptions from title on or before the Closing, in which case the provisions of Section 8.3(b) shall apply; or (ii) that Seller elects not to cause such exceptions to be removed at which time Buyer may elect to accept the title in its current condition or terminate this Agreement by delivery of written notice to Seller no later than three (3) Business Days following Seller’s delivery of the notice described in clause (ii) above, in which case the Deposit shall be returned to Buyer and the Parties shall have no further obligations to each other except for those that expressly survive the termination of this Agreement. Nothing in this subsection shall require Seller, despite any election by Seller to attempt to discharge any title exceptions, to take or bring any action or proceeding or any other steps to remove any title exception or to expend any moneys therefor, other than with respect to the Post Effective Date Seller Encumbrances. Notwithstanding the foregoing, if Buyer delivers an Updated Title Commitment Objection Notice less than three (3) Business Days prior to the scheduled Closing Date, Seller may adjourn the Closing Date for the period necessary to allow Seller three (3) Business Days to respond to the Updated Title Commitment Objection Notice prior to the Closing Date.

SECTION 8.3. Delivery of Title.

(a) Post Effective Date Seller Encumbrances. As of the Closing, Seller shall obtain releases of or cause Title Company to insure over or against (i) the deeds of trust or mortgages created by Seller encumbering the Hotels, and (ii) any liens encumbering the Hotels affirmatively placed on the Hotels by Seller after the effective date of the Title Commitments (“Post Effective Date Seller Encumbrances”). Other than as set forth in this Agreement (including, without limitation, the first sentence of this Section 8.3(a), and the entirety of Section 8.3(b)), Seller shall not be required to take or bring any action or proceeding or any other steps to remove any title exception or to expend any moneys therefor, nor shall Buyer have any right of action against Seller, at law or in equity, for Seller’s inability to convey title subject only to the Permitted Exceptions.

(b) Rights of Termination. Notwithstanding the foregoing, in the event that Seller is unable to convey title subject only to the Permitted Exceptions and any other exceptions to title which, in the aggregate, do not materially and adversely affect the value of the Assets when taken as a whole (i.e., the value of the Assets in the aggregate), and Buyer has not, prior to the Closing Date, given notice to Seller that Buyer is willing to waive objection to each title exception

which is not a Permitted Exception, Seller shall have the right, in Seller's sole and absolute discretion, to (i) take such action as Seller shall deem advisable to attempt to discharge or cause Title Company to insure over or against each such title exception which is not a Permitted Exception or (ii) terminate this Agreement. In the event that Seller shall elect to attempt to discharge or cause Title Company to insure over or against such title exceptions which are not Permitted Exceptions, Seller shall be entitled to one or more adjournments of the Closing Date for a period not to exceed sixty (60) days in the aggregate. If, for any reason whatsoever, Seller has not discharged or caused Title Company to insure over or against such title exceptions which are not Permitted Exceptions prior to the expiration of the last of such adjournments, and if Buyer is not willing to waive objection to such title exceptions, this Agreement shall be terminated as of the expiration of the last of such adjournments. In the event of a termination of this Agreement pursuant to this Section 8.3(b), the Deposit shall be returned to Buyer and neither Party shall have any further rights or obligations hereunder except for those that expressly survive the termination of this Agreement. Nothing in this clause (b) shall require Seller, despite any election by Seller to attempt to discharge or cause Title Company to insure over or against any title exceptions, to take or bring any action or proceeding or any other steps to remove any title exception or to expend any moneys therefor, other than with respect to the Post Effective Date Seller Encumbrances.

SECTION 8.4. Cooperation. In connection with obtaining the Title Policy, Buyer and Seller, as applicable, and to the extent requested by Title Company, will deliver to Title Company (a) evidence sufficient to establish (i) the legal existence of Buyer and Seller and (ii) the authority of the respective signatories of Seller and Buyer to bind Seller and Buyer, as the case may be, and (b) a certificate of good standing of Seller.

SECTION 8.5. California Required Disclosures. As used herein, the term "California Natural Hazard Area" shall mean those areas identified as natural hazard areas or natural hazards in the Natural Hazard Disclosure Act, California Government Code Sections 8589.3, 8589.4 and 51183.5, and California Public Resources Code Sections 2621.9, 2694 and 4136, and any successor statutes or laws (collectively the "California Natural Hazard Laws"). Buyer hereby acknowledges that, prior to the date of this Agreement, each Seller has provided Buyer with a Natural Hazard Disclosure Statement (the "California NHDS") for each of the Hotels located in the state of California in a form required by the California Natural Hazard Laws. Buyer acknowledges that Seller retained the services of Zoning Info, Inc. to examine the maps and other information made available to the public by government agencies for the purpose of enabling each Seller to fulfil its disclosure obligations with respect to the California Natural Hazard Laws and to prepare the written report of the result of its examination (the "California Natural Hazard Report"). Buyer acknowledges that the California Natural Hazard Report fully and completely discharges each Seller from its disclosure obligations under the California Natural Hazard Laws and under California Civil Code Sections 1102 through 1102.17. Buyer acknowledges and agrees that nothing contained in the California NHDS releases Buyer from its obligation to fully investigate and satisfy itself with the condition of the Assets, including, without limitation, whether the Assets are located in any California Natural Hazard Area. Buyer further acknowledges and agrees that the matters set forth in the California NHDS or California Natural Hazard Report may change on or prior to the Closing and that Seller has no obligation to update, modify or supplement the California NHDS or California Natural Hazard Report. Buyer is solely responsible for preparing and delivering its own California NHDS to subsequent prospective purchasers of the Assets.

ARTICLE IX

TRANSACTION COSTS AND RISK OF LOSSSECTION 9.1. Transaction Costs.

(a) Apportionment of Costs. In addition to their respective apportionment obligations hereunder, (i) Seller and Buyer shall each be responsible for the payment of the costs of their respective legal counsel, advisors and other professionals employed thereby in connection with the sale of the Assets; (ii) Buyer shall be responsible for all costs and expenses associated with (A) any escrow established under this Agreement (including, but not limited to, any fees and expenses of Escrow Agent), (B) Buyer's due diligence, (C) the policy premiums for the Title Policy, including, without limitation, any extended coverage or endorsements to the Title Policy and the cost of removing any so-called "standard exceptions" to the Title Policy, (D) the policy premiums in respect of any mortgage title insurance obtained by Buyer, (E) all search costs with respect to the Assets and updates related thereto not included in the basic policy premium, (F) obtaining any financing Buyer may elect to obtain (including any fees, financing costs, mortgage and recordation taxes and documentary stamps in connection therewith), (G) intentionally omitted, and (H) any fees and costs related to Buyer obtaining a transfer of or replacement Liquor Licenses. Seller shall be responsible for all obligations of Seller relating to Taxes (other than Transfer Taxes), whether arising under law, by this Agreement, or otherwise. Any Transfer Taxes shall be apportioned between Buyer, on the one hand, and Sellers, on the other hand, for each Asset in accordance with custom in the local jurisdiction in which the Asset is located.

(b) Indemnification. Each Party to this Agreement shall indemnify the other Parties and their respective successors and assigns from and against any and all loss, damage, cost, charge, Liability or expense (including court costs and reasonable attorneys' fees) which such other Party may sustain or incur as a result of the failure of either Party to timely pay any of the aforementioned taxes, fees or other charges for which it has assumed responsibility under this section. Seller and Buyer agree to treat any indemnity payment made pursuant to this Article IX as an adjustment to the Purchaser Price for all Tax purposes.

(c) Survival. The provisions of this Article IX shall survive the Closing or the termination of this Agreement without limitation.

SECTION 9.2. Risk of Loss.

(a) Condemnation and Casualty. If, after the Effective Date but on or before the Closing Date, the Hotels or any portion thereof shall be (i) damaged or destroyed by fire or other casualty or (ii) taken as a result of any condemnation or eminent domain proceeding, Seller shall promptly notify Buyer and, at Closing, subject to the terms and conditions of the QM Ground Lease, Seller will credit against the Purchase Price payable by Buyer at the Closing an amount equal to the net proceeds (other than on account of business or rental interruption relating to the period prior to Closing), if any, received by Seller as a result of such casualty or condemnation, plus the amount of any deductible payable by Buyer, less any amounts spent by Seller to restore the applicable Hotel. If as of the Closing Date, Seller has not received any such insurance or condemnation proceeds, then the Parties shall nevertheless consummate on the Closing Date the

conveyance of the Assets (without any credit for such insurance or condemnation proceeds except for a credit for any deductible payable by Buyer under such insurance) and Seller will at the Closing assign to Buyer all rights of Seller, if any, to the insurance or condemnation proceeds (other than on account of business or rental interruption relating to the period prior to Closing) and to all other rights or claims arising out of or in connection with such casualty or condemnation.

(b) Right of Termination. Notwithstanding the provisions of Section 9.2(a), subject to the terms and conditions of the QM Ground Lease, if, on or before the Closing Date, the Hotels or any portion thereof shall be (i) damaged or destroyed by a Material Casualty or (ii) taken as a result of a Material Condemnation, Buyer shall have the right, exercised by notice to Seller no more than five (5) days after Buyer has received notice of such Material Casualty or Material Condemnation, to terminate this Agreement, in which event the Deposit shall be refunded to Buyer and neither Party shall have any further rights or obligations hereunder other than those which expressly survive the termination of this Agreement. If Buyer fails to timely terminate this Agreement in accordance with this Section 9.2(b), the provisions of Section 9.2(a) shall apply as if the casualty or condemnation did not rise to the level of a Material Casualty or Material Condemnation, as applicable. As used in this Section 9.2(b), a “Material Casualty” shall mean any uninsured damage to any of the Hotels or any portion thereof by fire or other casualty that is reasonably expected to, in the aggregate, cost (as to the uninsured portion) in excess of Ten Million and No/100 Dollars (\$10,000,000.00) to repair to substantially the same condition as existed prior to such damage. As used in this Section 9.2(b), a “Material Condemnation” shall mean a taking of the Hotels or any material portion thereof as a result of a condemnation or eminent domain proceeding that, in the aggregate, materially and adversely affect the value of the Assets when taken as a whole (i.e., the value of the Assets in the aggregate) by more than Ten Million and No/100 Dollars (\$10,000,000.00) and which cannot be restored to substantially the same use and value as before the taking.

(c) Seller Risk of Loss. Subject to the provisions of this Section 9.2, the risk of loss or damage to the Hotels shall remain with Seller until delivery of the Deed and Assignment of Ground Lease.

(d) Insurance Proceeds. Notwithstanding the foregoing and subject to Sections 9.2(a) and (b) and subject to the terms and conditions of the QM Ground Lease, Buyer and Seller hereby agree that any insurance claims, insurance proceeds or other recoveries payable in connection with a casualty occurring prior to the Effective Date shall be retained by or paid to Seller, and are not part of the Assets to be transferred to Buyer, and each Seller may take any action it deems desirable or necessary to collect same. If any such proceeds or recoveries are received by Buyer, Buyer shall promptly deliver the same to the applicable Seller. The provisions of this Section 9.2(d) shall survive the Closing without limitation.

ARTICLE X

ADJUSTMENTS

SECTION 10.1. Adjustments. Unless otherwise provided below, the following and all revenue and expenses are to be adjusted and prorated between Seller and Buyer as of 11:59 P.M. on the day preceding the Closing, local time for the Hotels (the “Cut-Off Time”), based upon

a 365 day year, and the net amount thereof under this Section 10.1 shall be added to (if such net amount is in each Seller's favor) or deducted from (if such net amount is in Buyer's favor) the Purchase Price payable at the Closing:

(a) Hotel Operations. All Hotel operating revenues and expenses (the "Hotel Operating Prorations") shall be adjusted as of 11:59 P.M. on the day immediately preceding the day preceding the Closing Date, local time for the Hotels, and the same shall be readjusted as of the Cut-Off Time following Closing on or prior to the Reconciliation Date.

(b) Taxes and Assessments. All real estate and personal property taxes and assessments and fees, if applicable, levied against the Assets shall be prorated as of the Cut-Off Time between Buyer and each Seller. If the amount of any such taxes is not ascertainable on the Closing Date, the proration for such taxes shall be based on the most recently available bill for the minimum amounts on account of such taxes (but, for the avoidance of doubt, shall not be based on amounts which include late fees or other penalties which have accrued due to any Seller's failure to pay); provided, however, that after the Closing, each Seller and Buyer shall reprorate the taxes and pay any deficiency in the original proration to the other Party promptly upon receipt of the final bill for the relevant taxable period, subject to the provisions of Section 10.3. In the event that the Assets or any part thereof shall be or shall have been affected by an assessment or assessments, whether or not the same become payable in annual installments, each Seller shall, at the Closing, be responsible for any installments relating to the period prior to the Closing and Buyer shall be responsible for any installments arising during the period beginning on or after the Closing, other than any late fees or penalties which have accrued prior to Closing.

(c) Water and Sewer Charges, Utilities. All utility services shall be prorated as of the Cut-Off Time between Buyer and each Seller. To the extent possible, readings shall be obtained for all utilities as of the Cut-Off Time. If not possible, the cost of such utilities shall be prorated between each Seller and Buyer by estimating such cost on the basis of the most recent bill for such service; provided, however, that after the Closing, each Seller and Buyer shall reprorate the amount for such utilities and pay any deficiency in the original proration to the other Party promptly upon receipt of the actual bill for the relevant billing period. Each Seller shall receive a credit for all deposits transferred to Buyer or which remain on deposit for the benefit of Buyer with respect to such utility contracts, otherwise such deposits shall be refunded to Seller, as applicable.

(d) Designated Contracts. Charges and payments (including the reimbursement of expenses) under all Designated Contracts.

(e) Miscellaneous Revenues. Revenues, if any, arising out of any other income producing agreements not described in this Section 10.1.

(f) Intentionally Omitted.

(g) Intentionally Omitted.

(h) Licenses and Permits. All amounts prepaid, accrued or due and payable under any Licenses and Permits (other than utilities which are separately prorated under Section 10.1(c)) transferred to Buyer shall be prorated as of the Cut-Off Time between each Seller

and Buyer. Each Seller shall receive a credit for all deposits made by Seller under the Licenses and Permits which are transferred to Buyer or which remain on deposit for the benefit of Buyer.

(i) QM Ground Lease. All rents and other amounts due and payable under the QM Ground Lease shall be prorated as of the Cut-Off Time. Notwithstanding anything to the contrary contained in this Agreement, QM Seller shall receive a credit for all security deposits held by the applicable counterparty to the QM Ground Lease.

(j) Restaurants and Bars. Each Seller shall close out the transactions in the restaurants and bars in the Open Hotels as of the Cut-Off Time and shall retain all monies accrued as of the Cut-Off Time, and Buyer shall be entitled to any monies accrued from the restaurants and bars thereafter.

(k) Vending Machines. Each Seller shall remove all monies from all vending machines, laundry machines, pay telephones and other coin-operated equipment at the Open Hotels as of the Cut-Off Time and shall retain all monies collected therefrom as of the Cut-Off Time, and Buyer shall be entitled to any monies collected therefrom after the Cut-Off Time.

(l) Trade Payables. Except to the extent an adjustment or proration is made under another subsection of this Section 10.1, (i) each Seller shall be responsible for all amounts payable by such Seller to vendors, contractors or other suppliers of goods or services to the Hotels (the “Trade Payables”) prior to the Cut-Off Time which are due and payable as of the Cut-Off Time for which goods or services have been delivered to the Hotels prior to the Cut-Off Time, and (ii) Buyer shall receive a credit for the amount of such Trade Payables which have accrued, but are not yet due and payable as of the Cut-Off Time, and Buyer shall pay all such Trade Payables accrued after the Cut-Off Time when such Trade Payables become due and payable up to the amount of such credit (plus any late fees and penalties resulting from Buyer’s failure to pay such Trade Payables when due); provided, however, each Seller and Buyer shall re-prorate the amount of credit for any Trade Payables and pay any deficiency in the original proration to the other Party promptly upon receipt of the actual bill for such goods or services. Each Seller shall receive a credit for all advance payments or deposits made with respect to FF&E, Retail Merchandise, Property and Equipment, Inventories and other property ordered, but not delivered to the Hotels prior to the Cut-Off Time, and Buyer shall pay the amounts which become due and payable for such FF&E, Retail Merchandise, Property and Equipment, Inventories and other property which were ordered but not delivered prior to the Cut-Off Time.

(m) Cash. Each Seller shall receive a credit for all cash on hand at the Hotels and all cash on deposit in any house bank at the Hotels as of the Closing (such credit to be determined at the Cut-Off Time). Each Seller shall retain all amounts in any operating accounts of the Hotels, including reserve funds or accounts established pursuant to the terms of any agreement with respect to the Hotels, in any bank, and there shall be no credit or adjustment hereunder with respect to such cash.

(n) Employee Compensation. Except as otherwise provided in Section 4.3, Seller shall be responsible for all Liabilities to or respecting Employees, whether having accrued prior to or after the Cut-Off Time, including but not limited to Employees’ wages, bonuses, pension benefits, severance, accrued sick leave, accrued but unused vacation time, and any other

compensation due for accrued but unused paid time off, any COBRA rights, together with F.I.C.A. unemployment and other taxes and benefits due from any employer of such Employees.

(o) Designated Leases. All rents and other amounts prepaid, accrued or due and payable under any of the Designated Leases shall be prorated as of the Cut-Off Time between each Seller and Buyer. Buyer shall receive a credit for all security deposits, if any, held by each Seller.

(p) Deposits for Bookings. Buyer shall receive a credit for (i) all prepaid deposits for Bookings and (ii) all prepaid and unreturned deposits for bookings and reservations for guest, conference, meeting and banquet rooms or other facilities at the Hotels for dates prior to the Closing Date.

(q) Other. If applicable, the Purchase Price shall be adjusted at Closing to reflect the adjustment of any other item which, (i) under the explicit terms of this Agreement, is to be apportioned at Closing to effectuate the intent that, except as otherwise expressly provided herein, all items of operating revenue and operating expense of the Assets prior to the Cut-Off Time shall be for account of and paid by each Seller and all items of operating revenue and operating expense of the Assets with respect to the period after the Cut-Off Time shall be for the account of and paid by Buyer, or (ii) is customarily prorated at the closing of similar transactions.

SECTION 10.2. Accounts Receivable.

(a) Guest Ledger. All revenues received or to be received from transient guests on account of room rents for the Open Hotels for the period prior to and including the Cut-Off Time shall belong to each applicable Seller. At Closing with respect to the Open Hotels only, each Seller shall receive a credit in an amount equal to: (i) all amounts charged to the Guest Ledger for all room nights up to (but not including) the night during which the Cut-Off Time occurs, and (ii) one-half of all amounts charged to the Guest Ledger for the room night which includes the Cut-Off Time (net of any taxes, fees, credit card charges, travel company charges, and commissions). For the period beginning on the day immediately following the Cut-Off Time, such revenues collected from the Guest Ledger shall belong to Buyer. In the event that an amount less than the total amount due from a guest is collected and the guest continues in occupancy after the Cut-Off Time, such amount shall be applied first to any amount owing by such person to each Seller and thereafter to such person's amounts accruing to Buyer.

(b) Accounts Receivable (Other than Guest Ledger). Seller shall have the sole right to collect and retain all Accounts Receivable. The Accounts Receivable addressed in this Section 10.2(b) shall not include the Guest Ledger, which is addressed in Section 10.2(a).

SECTION 10.3. Re-Adjustment.

(a) Prorations. Except as provided in Section 10.1(b), if any items to be adjusted pursuant to this Article X are not determinable at the Closing, the adjustment shall be made subsequent to the Closing when the charge is determined. Either each Seller or Buyer may deliver to the other Party no later than one hundred twenty (120) days following the Closing Date a schedule of prorations setting forth such Party's determination of any adjustments to the prorations made at Closing that it believes are necessary to complete the prorations as set forth in this Article X (including the adjustment with respect to the Hotel Operating Prorations). Any errors or

omissions in computing adjustments or readjustments at the Closing or thereafter shall be promptly corrected or made, provided that the Party seeking to correct such error or omission or to make such readjustment shall have notified the other Party of such error or omission or readjustment on or prior to the date that is one hundred eighty (180) days following the Closing (the “Reconciliation Date”).

(b) Survival of Prorations. The obligations of each Seller and Buyer under this Article X shall survive the Closing for one hundred eighty (180) days.

ARTICLE XI

SURVIVAL

SECTION 11.1. Survival. The representations and warranties of each Seller contained in this Agreement and the Closing Documents shall not survive the Closing. The representations and warranties of Buyer contained in this Agreement shall survive the Closing for nine (9) months. The covenants of Buyer and Seller that are expressly stated to survive the Closing pursuant to the terms of this Agreement shall survive the Closing until expiration of the applicable statute of limitations with respect thereto.

ARTICLE XII

DEFAULT AND TERMINATION

SECTION 12.1. Termination of Agreement. The Parties may terminate this Agreement at any time prior to the Closing as provided below:

- (a) by the mutual written consent of the Parties;
- (b) by any Party by giving written notice to the other Parties if:
 - (i) any court of competent jurisdiction or other competent Governmental Authority shall have enacted or issued a Law or Decree or taken any other action permanently restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement and such Law or Decree or other action shall have become final and non-appealable; provided, however, that the right to terminate this Agreement under this Section 12.1(b)(i) shall not be available to a Party if the failure to consummate the Closing because of such action by a Governmental Authority shall be due to the failure of such Party to have fulfilled, in any material respect, any of its obligations under this Agreement; or
 - (ii) the Closing shall not have occurred prior to June 30, 2021 (the “Outside Date”); provided, however, that if the Closing shall not have occurred due to the failure of the Bankruptcy Court to enter the Sale Order and if all other conditions to the respective obligations of the Parties to close hereunder that are capable of being fulfilled by the Outside Date shall have been so fulfilled or waived,

then no Party may terminate this Agreement pursuant to this Section 12.1(b)(ii) prior to the Outside Date; provided, further, that if the Closing shall not have occurred on or before the Outside Date primarily due to a material breach of any representations, warranties, covenants or agreements contained in this Agreement by Buyer or Seller, then the breaching Party may not terminate this Agreement pursuant to this Section 12.1(b)(ii).

(c) by Buyer by giving written notice to Seller if there has been a breach by Seller of any representation, warranty, covenant, or agreement contained in this Agreement that has prevented the satisfaction of the conditions to the obligations of Buyer at Closing set forth in Section 5.2(a) or Section 5.2(b) and such breach has not been waived by Buyer, or, if such breach is curable, cured by such Seller prior to the earlier to occur of (i) ten (10) days after receipt of Buyer's notice of intent to terminate or (ii) the Outside Date; provided, that Buyer shall not have a right of termination pursuant to this Section 12.1(c) if Seller could, at such time, terminate this Agreement pursuant to Section 12.1(d);

(d) by Seller by giving written notice to Buyer if there has been a breach by Buyer of any representation, warranty, covenant, or agreement contained in this Agreement that has prevented the satisfaction of the conditions to the obligations of Seller at Closing set forth in Section 5.1(a) and Section 5.1(b), and such breach has not been waived by such Seller, or, if such breach is curable, cured by Buyer prior to the earlier to occur of (i) ten (10) days after receipt of such Seller's notice of intent to terminate or (ii) the Outside Date; provided, that no Seller shall have a right of termination pursuant to this Section 12.1(d) if Buyer could, at such time, terminate this Agreement pursuant to Section 12.1(c);

(e) by Seller or Buyer, if (i) (x) Seller enters into a definitive agreement with respect to a Competing Bid for all Hotels or all Hotels other than the QM Hotel (including, without limitation, through a plan of reorganization, recapitalization, or restructuring transaction) or (y) the Bankruptcy Court enters an order approving such a Competing Bid; provided, that if Seller has delivered to Buyer a Back-Up Bidder Notice in accordance with Section 4.9(d), and the Back-Up Termination Date has not yet occurred, Buyer shall not be permitted to terminate this Agreement pursuant to this Section 12.1(e) until the Back-Up Termination Date or (ii) the Bankruptcy Court enters an order that precludes the consummation of the transactions contemplated hereby on the terms and conditions set forth in this Agreement, subject to Buyer's right to payment of the Termination Payment, if applicable, in accordance with the provisions of Section 4.8;

(f) by Buyer, if Buyer is not the Successful Bidder at the Auction; provided, that if Seller has delivered to Buyer a Back-Up Bidder Notice in accordance with Section 4.9(d), and the Back-Up Termination Date has not yet occurred, Buyer shall not be permitted to terminate this Agreement pursuant to this Section 12.1(f) until the Back-Up Termination Date;

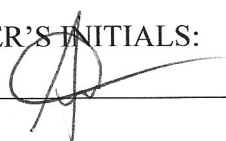
(g) by Buyer, if any of the Bankruptcy Case Milestones are not met; provided, however, that Buyer may not terminate the Agreement under this clause if the Debtors adjourn the date of the Sale Hearing by no more than seven (7) days from the originally scheduled date, which original date, for the avoidance of doubt, shall be in compliance with the date listed for such Bankruptcy Case Milestones in Section 4.10;

(h) by Seller or Buyer, if the Bankruptcy Case is dismissed or converted to a case or cases under Chapter 7 of the Bankruptcy Code, or if a trustee or examiner with expanded powers to operate or manage the financial affairs or reorganization of the Debtors is appointed in the Bankruptcy Case; provided, however, this Agreement may not be terminated if Bank of America, N.A.'s motion to dismiss the chapter 11 cases of Eagle Hospitality Real Estate Trust, Eagle Hospitality Trust S1 Pte. Ltd., and Eagle Hospitality Trust S2 Pte. Ltd. [Docket No. 210] is granted; or

(i) by Buyer, if (i) following entry by the Bankruptcy Court of the Bidding Procedures Order, such order is (A) amended, modified or supplemented in a manner materially adverse to Buyer without Buyer's prior written consent or (B) voided, reversed or vacated or is subject to a stay, or (ii) following entry by the Bankruptcy Court of the Sale Order, the Sale Order is (A) amended, modified or supplemented in a materially adverse way without Buyer's prior written consent or (B) voided, reversed or vacated or is subject to a stay.

SECTION 12.2. Effect of Termination. If any Party terminates this Agreement pursuant to Section 12.1, all rights and obligations of the Parties hereunder shall terminate upon such termination and shall become null and void (except that Article I, Section 2.3, Section 4.8, Article XIV, and this Section 12.2 shall survive any such termination) and no Party shall have any Liability (except as set forth in Section 4.8) to the other Party hereunder; provided, however, that nothing in this Section 12.2 shall relieve any Party from Liability for any material breach occurring prior to any such termination (but solely to the extent such breach was willful, grossly negligent, or fraudulent) set forth in this Agreement; provided, further, that the maximum Liability of (a) Seller under this Agreement, if this Agreement is terminated in accordance with Section 8.2, shall not exceed the aggregate amount of the Termination Payment and (b) Buyer under this Agreement, if this Agreement is terminated in accordance with Section 12.1, shall not exceed the amount of the Deposit. SELLER'S RECEIPT OF THE DEPOSIT, TOGETHER WITH ALL ACCRUED INVESTMENT INCOME THEREON, IF ANY, SHALL CONSTITUTE LIQUIDATED DAMAGES (AND NOT A PENALTY) IN A REASONABLE AMOUNT THAT WILL COMPENSATE SELLER IN THE CIRCUMSTANCES IN WHICH BUYER BREACHES THIS AGREEMENT OR THIS AGREEMENT IS TERMINATED PURSUANT TO SECTION 12.1(D), WHICH AMOUNT WOULD OTHERWISE BE IMPOSSIBLE TO CALCULATE WITH PRECISION, AND BE THE SOLE AND EXCLUSIVE REMEDY (WHETHER AT LAW, IN EQUITY, IN CONTRACT, IN TORT OR OTHERWISE) OF SELLER AGAINST BUYER, AND ANY OF ITS FORMER, CURRENT, OR FUTURE GENERAL OR LIMITED PARTNERS, STOCKHOLDERS, MANAGERS, MEMBERS, DIRECTORS, OFFICERS, AFFILIATES OR AGENTS FOR ANY LOSS SUFFERED AS A RESULT OF ANY BREACH OF ANY COVENANT, REPRESENTATION, WARRANTY OR AGREEMENT IN THIS AGREEMENT BY BUYER OR THE FAILURE OF THE TRANSACTIONS CONTEMPLATED HEREBY TO BE CONSUMMATED, AND UPON PAYMENT OF SUCH AMOUNTS, NONE OF BUYER NOR ANY OF ITS FORMER, CURRENT, OR FUTURE GENERAL OR LIMITED PARTNERS, STOCKHOLDERS, MANAGERS, MEMBERS, DIRECTORS, OFFICERS, AFFILIATES OR AGENTS SHALL HAVE ANY FURTHER LIABILITY OR OBLIGATION RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SELLER'S INITIALS:



BUYER'S INITIALS:

(h) by Seller or Buyer, if the Bankruptcy Case is dismissed or converted to a case or cases under Chapter 7 of the Bankruptcy Code, or if a trustee or examiner with expanded powers to operate or manage the financial affairs or reorganization of the Debtors is appointed in the Bankruptcy Case; provided, however, this Agreement may not be terminated if Bank of America, N.A.'s motion to dismiss the chapter 11 cases of Eagle Hospitality Real Estate Trust, Eagle Hospitality Trust S1 Pte. Ltd., and Eagle Hospitality Trust S2 Pte. Ltd. [Docket No. 210] is granted; or

(i) by Buyer, if (i) following entry by the Bankruptcy Court of the Bidding Procedures Order, such order is (A) amended, modified or supplemented in a manner materially adverse to Buyer without Buyer's prior written consent or (B) voided, reversed or vacated or is subject to a stay, or (ii) following entry by the Bankruptcy Court of the Sale Order, the Sale Order is (A) amended, modified or supplemented in a materially adverse way without Buyer's prior written consent or (B) voided, reversed or vacated or is subject to a stay.

SECTION 12.2. Effect of Termination. If any Party terminates this Agreement pursuant to Section 12.1, all rights and obligations of the Parties hereunder shall terminate upon such termination and shall become null and void (except that Article I, Section 2.3, Section 4.8, Article XIV, and this Section 12.2 shall survive any such termination) and no Party shall have any Liability (except as set forth in Section 4.8) to the other Party hereunder; provided, however, that nothing in this Section 12.2 shall relieve any Party from Liability for any material breach occurring prior to any such termination (but solely to the extent such breach was willful, grossly negligent, or fraudulent) set forth in this Agreement; provided, further, that the maximum Liability of (a) Seller under this Agreement, if this Agreement is terminated in accordance with Section 8.2, shall not exceed the aggregate amount of the Termination Payment and (b) Buyer under this Agreement, if this Agreement is terminated in accordance with Section 12.1, shall not exceed the amount of the Deposit. SELLER'S RECEIPT OF THE DEPOSIT, TOGETHER WITH ALL ACCRUED INVESTMENT INCOME THEREON, IF ANY, SHALL CONSTITUTE LIQUIDATED DAMAGES (AND NOT A PENALTY) IN A REASONABLE AMOUNT THAT WILL COMPENSATE SELLER IN THE CIRCUMSTANCES IN WHICH BUYER BREACHES THIS AGREEMENT OR THIS AGREEMENT IS TERMINATED PURSUANT TO SECTION 12.1(D), WHICH AMOUNT WOULD OTHERWISE BE IMPOSSIBLE TO CALCULATE WITH PRECISION, AND BE THE SOLE AND EXCLUSIVE REMEDY (WHETHER AT LAW, IN EQUITY, IN CONTRACT, IN TORT OR OTHERWISE) OF SELLER AGAINST BUYER, AND ANY OF ITS FORMER, CURRENT, OR FUTURE GENERAL OR LIMITED PARTNERS, STOCKHOLDERS, MANAGERS, MEMBERS, DIRECTORS, OFFICERS, AFFILIATES OR AGENTS FOR ANY LOSS SUFFERED AS A RESULT OF ANY BREACH OF ANY COVENANT, REPRESENTATION, WARRANTY OR AGREEMENT IN THIS AGREEMENT BY BUYER OR THE FAILURE OF THE TRANSACTIONS CONTEMPLATED HEREBY TO BE CONSUMMATED, AND UPON PAYMENT OF SUCH AMOUNTS, NONE OF BUYER NOR ANY OF ITS FORMER, CURRENT, OR FUTURE GENERAL OR LIMITED PARTNERS, STOCKHOLDERS, MANAGERS, MEMBERS, DIRECTORS, OFFICERS, AFFILIATES OR AGENTS SHALL HAVE ANY FURTHER LIABILITY OR OBLIGATION RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SELLER'S INITIALS:

BUYER'S INITIALS:

_____ AKS _____

SECTION 12.3. Notice of Termination. If either Buyer or Seller desires to terminate this Agreement pursuant to Section 12.1, such Party shall give written notice of such termination to the other Party, which notice shall include the specific subsection under which termination is sought.

ARTICLE XIII

TAXES

SECTION 13.1. Taxes. Notwithstanding anything to the contrary herein, Seller shall use its reasonable best efforts to cause the Bankruptcy Court to enter a Sale Order which contains, among other provisions, the following provisions: (a) pursuant to Section 1146(c) of the Bankruptcy Code, the transactions contemplated by this Agreement shall be exempt from stamp, sales, use, transfer and certain other taxes, the so-called “bulk sales” laws shall be waived in all necessary jurisdictions, and the transactions contemplated herein shall be deemed to be under or in contemplation of a plan to be confirmed under Section 1129 of the Code; and (b) obligations of Seller relating to Taxes (other than Transfer Taxes), whether arising under law, by this Agreement, or otherwise, shall be fulfilled by Seller.

SECTION 13.2. Cooperation on Tax Matters. Buyer, on the one hand, and Sellers, on the other hand, shall furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance relating to the Assets and the Assumed Liabilities as is reasonably necessary for the preparation and filing of any Tax Return, claim for refund or other required or optional filings relating to Tax matters, for the preparation for any Tax audit, for the preparation for any Tax protest, for the prosecution or defense of any suit or other proceeding relating to Tax matters.

SECTION 13.3. Transfer Tax Exemption. The Parties will reasonably cooperate to minimize any such Transfer Taxes by filing any documents necessary for any claim for exemption or exclusion from the application or imposition of any Transfer Taxes.

SECTION 13.4 Prosecution and Settlement of Proceedings. Each Seller reserves unto itself and shall have the right to prosecute and/or settle any tax reduction proceedings or tax appeals in respect of its Hotel that are pending and/or have otherwise commenced as of the Effective Date, and/or to bring, after the Effective Date, tax reduction proceedings or tax appeals, in each case relating to any taxable period of such Seller’s ownership of the Hotel ending prior to or including the Closing Date (any taxable period beginning prior to the Closing Date and ending on or after the Closing Date shall be referred to herein as the “Straddle Period”); provided, however, that no Seller shall settle any tax reduction proceedings in respect of the Hotels relating to or affecting taxes attributable to the Straddle Period without Buyer’s prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Buyer shall reasonably cooperate with each Seller in connection with the prosecution of any such tax reduction proceedings.

SECTION 13.5. Application of Refunds or Savings. Any refunds or savings in the payment of Taxes resulting from such tax reduction proceedings applicable to Taxes payable during the period prior to the date of the Closing shall belong to and be the property of the

applicable Seller, and any refunds or savings in the payment of Taxes applicable to Taxes payable from and after the date of the Closing shall belong to and be the property of Buyer; provided, any refunds or savings in the payment of Taxes applicable to Taxes payable in a taxable period beginning prior to the Closing Date and ending on or after the Closing Date shall be apportioned between Buyer and Seller in accordance with Section 10.1(b). All attorneys' fees and other expenses incurred in obtaining such refunds or savings shall be apportioned between each Seller and Buyer in the same manner as such refunds or savings were apportioned, respectively (without regard to any amounts reimbursable to tenants); provided, however, that neither any Seller nor Buyer shall have any Liability for any such fees or expenses in excess of the refunds or savings paid to such Party unless such Party initiated such proceeding.

SECTION 13.6. Survival. The provisions of this Article XIII shall survive the Closing without limitation.

ARTICLE XIV

MISCELLANEOUS

SECTION 14.1. Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a Business Day, in which event the period shall run until the end of the next day which is a Business Day.

SECTION 14.2. Exculpation. Notwithstanding anything to the contrary contained herein, Seller's or Buyer's shareholders, partners, members, the partners or members of such partners, the shareholders of such partners, members, and the trustees, officers, directors, employees, agents and security holders of Seller and the partners or members of Seller or Buyer assume no personal Liability for any obligations entered into on behalf of Seller or Buyer under this Agreement and its individual assets shall not be subject to any claims of any person relating to such obligations. The foregoing shall govern any direct and indirect obligations of Seller and Buyer under this Agreement. The provisions of this Section 14.2 shall survive the Closing or any termination of this Agreement without limitation.

SECTION 14.3. Confidentiality and IRS Reporting Requirements.

(a) Confidentiality. Buyer and each Seller, and each of their respective Affiliates shall hold as confidential all information disclosed in connection with the transactions contemplated hereby and concerning each other, the Assets, this Agreement and the transactions contemplated hereby and shall not release any such information to third parties without the prior written consent of the other Parties hereto, except (i) any information which was previously or is hereafter publicly disclosed (other than in violation of this Agreement or other confidentiality agreements with any Seller or its Affiliates to which Buyer or Affiliates of Buyer are parties), (ii) to their partners, advisers, underwriters, analysts, employees, Affiliates, officers, directors, consultants, lenders, accountants, legal counsel, title companies or other advisors of any of the foregoing, provided that they are advised as to the confidential nature of such information and are instructed to maintain such confidentiality, (iii) to comply with any law, rule or regulation

(including without limitation those of the United States Securities and Exchange Commission, (iv) with respect to Seller only, as necessary in connection with the Bankruptcy Case (including, without limitation, with any creditors' committee and/or agents under prepetition financings), (v) to communicate with any union related to the QM Collective Bargaining Agreements, including for the purpose of conducting effects bargaining, and (vi) to provide any notices that may be required by Applicable Law to individuals employed or previously employed at the Assets. The foregoing shall constitute a modification of any prior confidentiality agreement that may have been entered into by the Parties. The provisions of this Section 14.3 shall survive the Closing or the termination of this Agreement for a period of one (1) year; provided that Buyer may not at any time following Closing or termination of this Agreement disclose the identity of Seller's direct or indirect owners.

(b) Intentionally Omitted.

(c) IRS Reporting Requirements. For the purpose of complying with any information reporting requirements or other rules and regulations set forth in proposed Income Tax Regulation Section 1.6045-4 and any final or successor version thereof (collectively, the "IRS Reporting Requirements"), each Seller and Buyer hereby designate and appoint Escrow Agent to act as the "Reporting Person" (as that term is defined in the IRS Reporting Requirements) to be responsible for complying with any IRS Reporting Requirements required under Section 6045-4(e) of the Code. Escrow Agent hereby acknowledges and accepts such designation and appointment and agrees to fully comply with any IRS Reporting Requirements that are or may become applicable as a result of or in connection with the transaction contemplated by this Agreement. Without limiting the responsibility and obligations of Escrow Agent as the Reporting Person, each Seller and Buyer hereby agree to comply with any provisions of the IRS Reporting Requirements that are not identified therein as the responsibility of the Reporting Person, including, but not limited to, the requirement that each Seller and Buyer each retain an original counterpart of this Agreement for at least four (4) years following the calendar year of the Closing.

SECTION 14.4. Escrow Provisions.

(a) Escrow Account. Escrow Agent shall, promptly upon receipt, deliver the Deposit to Seller without the need for further instruction from the Parties.

(b) Responsibility of Escrow Agent. Escrow Agent shall hold the Deposit in escrow in an escrow account designated by Escrow Agent (the "Escrow Account") until disbursed in accordance with the terms and conditions of this Agreement.

(c) Liability of Escrow Agent. The Parties acknowledge that Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that Escrow Agent shall not be deemed to be the agent of either of the Parties, and Escrow Agent shall not be liable to either of the Parties for any act or omission on its part, other than for its gross negligence or willful misconduct. Seller and Buyer shall jointly and severally indemnify and hold Escrow Agent harmless from and against all costs, claims and expenses, including attorneys' fees and disbursements, incurred in connection with the performance of Escrow Agent's duties hereunder.

(d) Acknowledgement. Escrow Agent has acknowledged its agreement to these provisions by signing this Agreement in the place indicated following the signatures of Seller and Buyer.

SECTION 14.5. Successors and Assigns and No Third-Party Beneficiaries. The stipulations, terms, covenants and agreements contained in this Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto and their respective permitted successors and assigns (including any successor entity after a public offering of stock, merger, consolidation, purchase or other similar transaction involving a Party hereto) and nothing herein expressed or implied shall give or be construed to give to any Person, other than the Parties hereto and such assigns, any legal or equitable rights hereunder.

SECTION 14.6. Assignment. This Agreement may not be assigned by Buyer or Seller without the prior written consent of the other Party. Buyer intends to acquire each Asset by separate special purpose entities controlled by Buyer. Notwithstanding anything to the contrary contained herein, by sending written notice thereof to Seller at least five (5) business days prior to the Closing Date, Buyer shall have the right to assign this Agreement to any entity or entities controlled by Buyer without the consent of Sellers and shall also have the right to require the delivery of all documents required for Closing to any such entity or entities as well; provided, however, that each such assignee (a) assumes all of Buyer's obligations in this Agreement and (b) becomes jointly and severally liable with Buyer as to the same. In the event Buyer assigns its rights under this Agreement as permitted hereunder or with the consent of Seller, Buyer shall be solely responsible for any realty transfer, documentary or similar taxes assessed as a result thereof, and shall pay such additional taxes at settlement and recording of the Deed and Memorandum of Assignment of Ground Lease. Any attempted assignment or other transfer by Buyer in contravention of this Section 14.6 shall be null and void. The provisions of this Section 14.6 shall survive the Closing or any termination of this Agreement without limitation.

SECTION 14.7. Further Assurances. From time to time, as and when requested by any Party hereto, the other Party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments 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 this Agreement.

SECTION 14.8. Notices. All notices, demands or requests made pursuant to, under or by virtue of this Agreement must be in writing and shall be (i) personally delivered, (ii) delivered by express mail, Federal Express or other comparable overnight courier service, or (iii) mailed to the Party to which the notice, demand or request is being made by certified or registered mail, postage prepaid, return receipt requested, as follows:

(a) To Seller:

c/o FTI Consulting, Inc.
3 Times Square, 9th Floor
New York, New York 10036
Attention: Alan Tantleff
Telephone: (212) 499-3613
Email: alan.tantleff@fticonsulting.com

and

c/o DBS Trustee Limited, as trustee of
Eagle Hospitality Real Estate Investment Trust
12 Marina Boulevard
Level 44 Marina Bay Financial Centre Tower 3
Singapore 018982
Attention: Corporate Trust
Email: dbstprojecte@db.com

with copies thereof to:

Paul Hastings LLP
515 South Flower Street, 25th Floor
Los Angeles, California 90071
Attention: Rick S. Kirkbride, Esq.
Telephone: (213) 683-6261
Email: rickkirkbride@paulhastings.com

(b) To Buyer:

c/o Monarch Alternative Capital LP
535 Madison Avenue
New York, New York 10022
Attention: Ian Glastein
Telephone: (212) 554-1747
Email: ian.glastein@monarchlp.com

with copies thereof to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Philip Rosen, Esq. / Gabriel Morgan, Esq.
Telephone: 1 212 310 8863
Email: philip.rosen@weil.com / gabriel.morgan@weil.com;

(c) To Escrow Agent:

Fidelity National Title Company
4400 MacArthur Blvd Suite 200
Newport Beach, CA 92660
Attention: Valerie Rapp
Telephone: (949) 477-3646
Email: Valerie.Rapp@fnf.com

(d) To Title Company

Fidelity National Title Company
4400 MacArthur Blvd Suite 200
Newport Beach, CA 92660
Attention: Trent Cornell
Telephone: (949) 622-4962
Email: Trent.Cornell@fnf.com

All notices (A) shall be deemed to have been given on the date that the same shall have been delivered in accordance with the provisions of this section, and (B) may be given either by a Party or by such Party's attorneys. Any Party may, from time to time, specify as its address for purposes of this Agreement any other address upon the giving of ten (10) days' prior notice thereof to the other Parties.

SECTION 14.9. Entire Agreement. This Agreement, along with the exhibits and schedules hereto contains all of the terms agreed upon between the Parties hereto with respect to the subject matter hereof, and all understandings and agreements heretofore had or made among the Parties hereto are merged in this Agreement which alone fully and completely expresses the agreement of the Parties hereto.

SECTION 14.10. Amendments. This Agreement may not be amended, modified, supplemented or terminated, nor may any of the obligations of any Seller or Buyer hereunder be waived, except by written agreement executed by the Party or Parties to be charged.

SECTION 14.11. No Waiver. No waiver by either Party of any failure or refusal by the other Party to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

SECTION 14.12. Governing Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of New York.

SECTION 14.13. Submission to Jurisdiction. Each of Buyer and each Seller irrevocably and unconditionally submits to the exclusive jurisdiction of the Bankruptcy Court in any litigation arising out of or relating to this Agreement or the transactions contemplated hereby or thereby and agrees that all claims in respect of such litigation may be heard and determined in any such court. Each of Buyer and each Seller also agrees not to (a) attempt to deny or defeat such exclusive jurisdiction by motion or other request for leave from the Bankruptcy Court or (b) bring any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby or thereby in any other court; provided, however, that if the Bankruptcy Cases have been dismissed, each of Buyer and each Seller agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the Delaware Court of Chancery, any other court of the State of Delaware or any federal court sitting in the State of Delaware, for the resolution of any such claim or dispute. Each of Buyer and each Seller irrevocably and unconditionally waives any objection to the laying of venue in, and any defense of inconvenient forum to the maintenance of, any litigation so brought and waives any bond, surety or other security that might be required of any other Party with respect thereto. Any Party may make service on any other Party by sending

or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 14.8; provided, however, that nothing in this Section 14.13 shall affect the right of each of Buyer and each Seller to serve legal process in any other manner permitted by law or in equity. Each of Buyer and each Seller agrees that a final judgment in any litigation so brought shall be conclusive and may be enforced by litigation or in any other manner provided by law or in equity. Each of Buyer and each Seller intend that all foreign jurisdictions will enforce any decree of the Bankruptcy Court in any litigation arising out of or relating to this Agreement or the transactions contemplated hereby or thereby.

SECTION 14.14. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 14.15. Section Headings. The headings of the various sections of this Agreement have been inserted only for purposes of convenience, are not part of this Agreement and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement.

SECTION 14.16. Counterparts; E-Signature. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. This Agreement, and any other document necessary for the consummation of the transaction contemplated by this Agreement, may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act, Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws will be binding on each Party as if it were physically executed.

SECTION 14.17. Acceptance of Deed and Assignment of Ground Lease. The acceptance (as evidenced by the consummation of the Closing) of the Deed and, if applicable, the Assignment of Ground Lease by Buyer shall be deemed full compliance by Seller of all of Seller's obligations under this Agreement except for those obligations of Seller which are specifically stated to survive the delivery of the Deed and the Assignment of Ground Lease or the Closing hereunder. The provisions of this Section 14.17 shall survive any termination of this Agreement without limitation.Construction. The Parties acknowledge that the Parties and their counsel have reviewed and revised 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 exhibits or amendments hereto.

SECTION 14.19. Recordation. Neither this Agreement nor any memorandum or notice of this Agreement may be recorded against title to any of the Assets by any Party hereto

without the prior written consent of the other Party hereto. Buyer also agrees not to file any lis pendens or other instrument against title to any of the Assets in connection herewith.

SECTION 14.20. WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, EACH SELLER AND BUYER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANOTHER PARTY ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 14.20 SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT WITHOUT LIMITATION.

SECTION 14.21. Strict Compliance with Deadlines. The Bankruptcy Court shall have the right to enforce the strict compliance with any deadlines or time periods set forth in this Agreement.

SECTION 14.22. Liquor Licenses. Each Seller agrees to reasonably cooperate with Buyer (at no cost or expense to such Seller or expense or any cost or expense which Buyer agrees in writing to reimburse) prior to Closing in connection with Buyer's efforts to transfer or obtain new licenses and permits required for the sale and storage of alcoholic beverages at each Hotel (the "Liquor Licenses") and operations thereof (the "Beverage Operations") as well as all other Licenses and Permits. Buyer, at its cost and expense, shall use commercially reasonable efforts to submit all necessary applications and other materials to the applicable Governmental Authority and take such other actions as are required to effect the transfer of the Liquor License for each Hotel and the issuance of a temporary permit to operate at each Open Hotel, as of the Closing Date. Buyer shall be responsible for complying, at its sole cost and expense, with all statutes and regulations applicable to obtaining the Liquor Licenses and the interim, or temporary, Liquor Licenses, including, but not limited to, paying all filing or application fees, license and transfer fees, fees imposed by local governing bodies, issuance fees, sales and use taxes, and all other fees and expenses incurred in connection with the interim, temporary, or new Liquor Licenses. Neither the issuance of interim, temporary or new Liquor Licenses nor the issuance of temporary permits for the Beverage Operations to Buyer or its designee(s) shall not be a condition to Closing. If Buyer is unable to obtain an interim, temporary or new Liquor License for a Hotel prior to Closing, if permissible under Applicable Law and to the extent customary in the relevant jurisdiction and reasonably practicable given the facts and circumstances in place as of Closing, to the extent that Seller holds the liquor license as to any Hotel, Seller shall, at Buyer's sole cost and expense, enter into an interim beverage management agreement with Buyer (if any, the "Interim Agreement") that will permit Buyer to continue the sale of alcoholic beverages at the Hotel until such time as Buyer obtains an interim, temporary or new Liquor License for the Hotel (not to exceed 150 days). The Interim Agreement shall be in form reasonably acceptable to Seller and shall require Buyer to indemnify, defend and hold Seller harmless from any liability, damages, claims, costs, penalties, losses or expenses (including reasonable attorney's fees) incurred by Seller in connection with the Interim Agreement. The provisions of this Section 14.22 shall survive Closing.

SECTION 14.23. Prevailing Party. Should either Party employ an attorney to enforce any of the provisions hereof (whether before or after Closing, and including any claims or actions involving amounts held in escrow) or to recover damages for the breach of this Agreement, the non-prevailing Party in any final judgment agrees to pay the other Party's reasonable expenses,

including reasonable attorneys' fees and expenses in or out of litigation and, if in litigation, trial, appellate, bankruptcy or other proceedings, expended or incurred in connection therewith, as determined by a court of competent jurisdiction.

SECTION 14.24. Anti-Terrorism Law. Each Party shall take any actions that may be required to comply with the terms of the USA Patriot Act of 2001, as amended, any regulations promulgated under the foregoing law, or any other Applicable Laws, regulations or executive orders designed to combat terrorism, drug-trafficking or money laundering, if applicable, to this Agreement. Each Party represents and warrants to the other Party that it is not an entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury, as last updated prior to the date of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties hereto as of the Effective Date.

SELLER:

Urban Commons Danbury A, LLC,
a Delaware limited liability company

By: _____
Name: Alan Tantleff
Title: President

5151 Wiley Post Way, Salt Lake City, LLC,
a Delaware limited liability company

By: _____
Name: Alan Tantleff
Title: President

UCF 1, LLC,
a Delaware limited liability company

By: _____
Name: Alan Tantleff
Title: President

Urban Commons Highway 111 A, LLC,
a Delaware limited liability company

By: _____
Name: Alan Tantleff
Title: President

Urban Commons 4th Street A, LLC,
a Delaware limited liability company

By: _____
Name: Alan Tantleff
Title: President

Urban Commons Bayshore A, LLC,
a Delaware limited liability company

By: _____
Name: Alan Tantleff
Title: President

Urban Commons Queensway, LLC,
a California limited liability company

By: _____
Name: Alan Tantleff
Title: President

Urban Commons Anaheim HI, LLC,
a Delaware limited liability company

By: _____
Name: Alan Tantleff
Title: President

Urban Commons Cordova A, LLC,
a Delaware limited liability company

By: _____
Name: Alan Tantleff
Title: President

Urban Commons Riverside Blvd. A, LLC, a
Delaware limited liability company

By: _____
Name: Alan Tantleff
Title: President

UCHIDH, LLC,
a Delaware limited liability company

By: _____
Name: Alan Tantleff
Title: President

UCRDH, LLC,
a Delaware limited liability company

By: _____
Name: Alan Tantleff
Title: President

Sky Harbor Denver Tech Center, LLC,
a Delaware limited liability company

By: _____
Name: Alan Tantleff
Title: President

UCCONT1, LLC,
a Delaware limited liability company

By: _____
Name: Alan Tantleff
Title: President

Sky Harbor Atlanta Northeast, LLC,
a Delaware limited liability company

By: _____
Name: Alan Tantleff
Title: President

[Signatures Continue on Following Page]

BUYER:

MADISON PHOENIX LLC,
a Delaware limited liability company

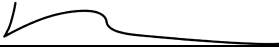
By: M Manager LLC, as Manager,

By: A. Sklar
Name: Adam Sklar
Title: Managing Principal

JOINDER BY ESCROW AGENT

Fidelity National Title Company, referred to in this Agreement as the “Escrow Agent,” hereby acknowledges that it received this Agreement executed by Seller and Buyer as of the 7th day of March, 2021, and accepts the obligations of Escrow Agent as set forth herein.

FIDELITY NATIONAL TITLE COMPANY

By:  _____
Name: Valerie Rapp
Title: VP

Escrow Agent further acknowledges that it received the Deposit on the ____ day of _____, 2021. Escrow Agent hereby agrees to hold and distribute the Deposit in accordance with the terms and provisions of this Agreement.

FIDELITY NATIONAL TITLE COMPANY

By: _____
Name: _____
Title: _____

JOINDER BY DIP LENDER

Harpy Madison LP (in its capacity as the lender under the DIP Facility) hereby acknowledges that it has received this Agreement executed by Seller and Buyer as of the 7th day of March, 2021, and acknowledges and accepts Paragraph X of the "Background" section of this Agreement and Section 2.2(a) hereof which contemplates, in connection with the Closing, a Credit Bid by Buyer as to all of the Obligations to the DIP Lenders as a component of the Purchase Price (such that upon the Closing, all of the Obligations to the DIP Lenders shall be automatically deemed satisfied).

HARPY MADISON LP

By: M Manager LLC,
as general partner

By: A. J. K.
Name: Adam Sklar
Title: Managing Principal

SCHEDULE A

LEGAL DESCRIPTION

CPDCT LAND

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, TOGETHER WITH THE BUILDINGS THEREON, SITUATE IN THE CITY OF DANBURY, COUNTY OF FAIRFIELD AND STATE OF CONNECTICUT, AT OLD RIDGEBURY ROAD SO-CALLED BEING MORE FULLY DELINEATED ON A CERTAIN MAP ENTITLED, "PLOT PLAN PREPARED FOR D. H. INN ASSOCIATES DANBURY, CONNECTICUT SCALE 1"=40' AREA: 7.238 AC:' ZONE: IL-40," WHICH MAP IS DATED JUNE 19, 1980 AND IS CERTIFIED CORRECT AS A CLASS A-2 SURVEY BY SURVEYING ASSOCIATES, P. C. PAUL M. FAGAN, L. S. 7756, AND WHICH MAP IS FILED IN THE OFFICE OF THE TOWN CLERK OF SAID DANBURY AS MAP 6940, TO WHICH MAP REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID PREMISES. A METES AND BOUNDS DESCRIPTION OF SAID PREMISES IS AS FOLLOWS:

COMMENCING AT A POINT LYING ON THE WESTERLY LINE OF THE HEREIN DESCRIBED PARCEL AND THE EASTERLY LINE OF THE HIGHWAY KNOWN AS RIDGEBURY ROAD, WHICH POINT MARKS AND IS THE DIVIDING LINE BETWEEN THE HEREIN DESCRIBED PARCEL AND LAND OF THE STATE OF CONNECTICUT; THENCE RUNNING ALONG A NON-ACCESS HIGHWAY LINE OF LAND OF THE STATE OF CONNECTICUT ALONG A COURSE OF NORTH 17 DEGREES 59 MINUTES 23 SECONDS WEST A DISTANCE OF 135.00 FEET TO A POINT; WHICH POINT MARKS THE NORTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL AND THE SOUTHERLY NON-ACCESS HIGHWAY LINE OF THE STATE OF CONNECTICUT HIGHWAY KNOWN AS INTERSTATE 84; THENCE TURNING AND RUNNING ALONG THE AFOREMENTIONED STATE OF CONNECTICUT NON-ACCESS HIGHWAY LINE, THE FOLLOWING COURSES AND DISTANCES: (NORTH 67 DEGREES 40 MINUTES 59 SECONDS EAST 450.22'), (NORTH 83 DEGREES 58 MINUTES ,10 SECONDS EAST 485.61'), (NORTH 86 DEGREES 27 MINUTES 54 SECONDS EAST 210.30') TO A CONNECTICUT HIGHWAY DEPARTMENT MONUMENT, WHICH MONUMENT MARKS THE NORTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL AND THE NORTHWEST CORNER OF LAND NOW OR FORMERLY OF JENSEN INC., THENCE TURNING AND RUNNING ALONG LAND NOW OR FORMERLY OF THE AFOREMENTIONED JENSEN , INC., ALONG A COURSE OF SOUTH 51 DEGREES 34 MINUTES 24 SECONDS EAST A DISTANCE OF 55.11 FEET JOINT MARKING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL, WHICH POINT MARKS THE INTERSECTION OF PROPERTY OF THE HEREIN DESCRIBED PARCEL, PROPERTY NOW OR FORMERLY OF THE AFOREMENTIONED JENSEN'S INC. AND PROPERTY NOW OR FORMERLY OF HERBERT AND SHIRLEY MAGIDSON; THENCE TURNING AND RUNNING ALONG LAND NOW OR FORMERLY OF THE AFOREMENTIONED HERBERT AND SHIRLEY MAGIDSON AND IN PART ALONG THE CENTERLINE OF A STONEWALL, THE FOLLOWING COURSES AND DISTANCES: (SOUTH 52 DEGREES 33 MINUTES 10 SECONDS WEST, 236.86 FEET), (SOUTH 53 DEGREES 23 MINUTES 40 SECONDS WEST, 314.20 FEET), (SOUTH 52 DEGREES 55 MINUTES 10 SECONDS WEST

227.63 FEET), TO A STONEWALL INTERSECTION; THENCE TURNING AND CONTINUING ALONG LAND NOW OR FORMERLY OF THE AFOREMENTIONED HERBERT AND SHIRLEY MAGIDSON AND ALONG THE CENTERLINE OF A STONEWALL HAVING A COURSE OF NORTH 31 DEGREES 30 MINUTES 10 SECONDS WEST, A DISTANCE OF 185.13 FEET TO A STONEWALL INTERSECTION, THENCE TURNING AND CONTINUING ALONG LAND NOW OR FORMERLY OF THE AFOREMENTIONED HERBERT AND SHIRLEY MAGIDSON AND IN PART ALONG THE CENTERLINE OF A STONEWALL; THE FOLLOWING COURSES AND DISTANCES: (SOUTH 54 DEGREES 38 MINUTES 30 SECONDS WEST, 121.14'), (SOUTH 53 DEGREES 10 MINUTES 30 SECONDS WEST, 235.02'); TO A POINT MARKING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL AND THE EASTERLY LINE OF THE HIGHWAY KNOWN AS RIDGEBURY ROAD; THENCE TURNING AND RUNNING ALONG THE EASTERLY LINE OF THE AFOREMENTIONED RIDGEBURY ROAD ALONG A COURSE NORTH 28 DEGREES 39 MINUTES 9 SECONDS WEST A DISTANCE OF 219.53' TO THE POINT OF COMMENCEMENT.

REFERENCE MAY BE FURTHER MADE TO MAP NO. 9075 ON FILE IN THE DANBURY TOWN CLERK'S OFFICE.

DTS LC LAND

Parcel 1:

All of Lot 2, SALT LAKE INTERNATIONAL CENTER, PLAT 1B, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder.

Parcel 1A:

Together with all rights and easements as described in Master Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center recorded April 30, 1975 as Entry No. 2703864 in Book 3846 at page 372, and all amendments, supplements and modifications thereto as recorded in the office of the Salt Lake County Recorder.

ESAN LAND

Real property in the City of Anaheim, County of Orange, State of California, described as follows:

PARCEL A:

PARCEL 1 OF PARCEL MAP NO. 86-118, IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 227 PAGES 25, 26 AND 27 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID

COUNTY, AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 10, 1988 AS DOCUMENT NO. 88-216861 OFFICIAL RECORDS.

EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, MINERAL AND GAS IN AND UNDER A PORTION OF SAID LAND AND WHICH MAY BE PRODUCED THEREFROM, AS RESERVED IN THE DEED FROM JACK G. BOOTH AND OTHERS RECORDED MARCH 18, 1955 IN BOOK 3000 PAGE 254 OFFICIAL RECORDS, SUBJECT TO THE DEED OF CERTAIN RIGHTS UNDER SAID RESERVATION RECORDED JANUARY 8, 1981 IN BOOK 13905 PAGE 1769 OFFICIAL RECORDS.

PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, PARKING OF PASSENGER VEHICLES, AND PEDESTRIAN ACCESS, OVER THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 86-118, IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 227 PAGES 25, 26 AND 27 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 10, 1988 AS DOCUMENT NO. 88-216861 OFFICIAL RECORDS OF SAID ORANGE COUNTY, DESCRIBED AS THE "PARKING AREA" IN THE INSTRUMENT ENTITLED "RECIPROCAL PARKING AND GRANT OF EASEMENT AGREEMENT" RECORDED DECEMBER 28, 1987 AS DOCUMENT NO. 87-707811 OFFICIAL RECORDS, UPON THE TERMS, COVENANTS, CONDITIONS AND RESTRICTIONS THEREIN PROVIDED.

APN: 360-061-15

ESPD LAND

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

PARCEL A:

PARCEL 3 OF CERTIFICATE OF COMPLIANCE (ADJUSTING PARCEL 1 IN DEED RECORDED MAY 08, 1998 AS INSTRUMENT NO. 183383 OF OFFICIAL RECORDS), RECORDED DECEMBER 24, 2003 AS INSTRUMENT NO. 2003-1002919 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 16 OF PARCEL MAP NO. 28596, IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN BOOK 191, PAGES 40 THROUGH 42 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 6 EAST, SAN BERNARDINO MERIDIAN,

IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,
DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 16 OF SAID PARCEL MAP NO. 28596; THENCE SOUTH 00°01'30" WEST 110 FEET ALONG THE EASTERLY LINE OF SAID PARCEL 16 TO THE SOUTHEASTERLY LINE OF SAID PARCEL 16, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 52 FEET, A RADIAL LINE FROM SAID CURVE TO SAID POINT BEARS NORTH 00°01'30" EAST; THENCE SOUTHWESTERLY 69.71 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 76°48'30"; THENCE NON-TANGENT SOUTH 89°52'30" WEST 349.47 FEET TO A LINE BEING PARALLEL WITH AND 100 FEET EASTERLY OF THE WESTERLY LINE OF THAT CERTAIN PROPERTY DESCRIBED AS PARCEL 1 OF THE GRANT DEED RECORDED MAY 08, 1998 AS INSTRUMENT NO. 183383 OF OFFICIAL RECORDS, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°00'51" EAST 198 FEET ALONG SAID PARALLEL LINE BEING PARALLEL WITH AND 348 FEET SOUTHERLY OF THE NORTHERLY LINE OF SAID PARCEL 16; THENCE LEAVING SAID PARALLEL LINE NORTH 89°52'30" EAST 231.58 FEET ALONG LAST SAID PARALLEL LINE TO THE WESTERLY LINE OF PARCEL 12 OF SAID PARCEL MAP NO. 28596; THENCE LEAVING SAID LAST SAID PARALLEL LINE SOUTH 00°00'19" WEST 172.22 FEET ALONG THE WESTERLY LINE OF PARCEL 12 AND PARCEL 9 OF SAID PARCEL MAP NO. 28596 TO THE SOUTHERLY LINE OF PARCEL 1 OF SAID INSTRUMENT NO. 183383; THENCE LEAVING SAID WESTERLY LINE SOUTH 89°53'04" WEST 331.52 FEET ALONG SAID SOUTHERLY LINE TO THE SOUTHWEST CORNER OF SAID PARCEL 1; THENCE NORTH 00°00'51" WEST 388.84 FEET ALONG THE WESTERLY LINE OF SAID PARCEL 1 TO THE SOUTHWEST CORNER OF SAID PARCEL 16; THENCE CONTINUING NORTH 00°00'51" WEST 131.33 FEET ALONG THE WESTERLY LINE OF SAID PARCEL 16 TO THE NORTHWEST CORNER OF SAID PARCEL 16; THENCE NORTH 89°52'30" EAST 100 FEET ALONG THE NORTHERLY LINE OF SAID PARCEL 16 TO A LINE BEING PARALLEL WITH AND 100 FEET EASTERLY OF THE WESTERLY LINE OF SAID PARCEL 16; THENCE SOUTH 00°00'51" EAST 150 FEET ALONG SAID PARALLEL LINE AND ITS SOUTHERLY PROLONGATION TO THE TRUE POINT OF BEGINNING.

PARCEL B:

THE SOUTH HALF OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF PALM DESERT, ACCORDING TO THE OFFICIAL PLAT THEREOF. ALSO THAT PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21, LYING NORTH OF THE NORTH LINE OF THE COUNTY HIGHWAY RUNNING EASTERLY AND WESTERLY THROUGH SAID SECTION. EXCEPT THE PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE NORTH 89°53'00" EAST, ALONG THE SOUTH LINE OF

SAID NORTHEAST QUARTER, 677.48 FEET; THENCE NORTH 00°01'00" WEST, 145 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°59'00" EAST, 36 FEET; THENCE NORTH 00°01'00" WEST, 25 FEET; THENCE SOUTH 89°59'00" WEST, 36 FEET; THENCE SOUTH 00°01'00" EAST, 25 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL C:

THE SOUTHERLY 143.29 FEET OF THE NORTH HALF OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF PALM DESERT, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL D:

THAT PORTION OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF PALM DESERT, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE NORTH 89°53'00" EAST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 677.48 FEET; THENCE NORTH 00°01'00" WEST, 145 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°59'00" EAST, 36 FEET; THENCE NORTH 00°01'00" WEST, 25 FEET; THENCE SOUTH 89°59'00" WEST, 36 FEET; THENCE SOUTH 00°01'00" EAST, 25 FEET TO THE TRUE POINT OF BEGINNING.

THE AS-SURVEYED LEGAL DESCRIPTION ON THE ALTA SURVEY DATED FEBRUARY 02, 2007 PROJECT NO. 20060181-19 READS AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER; THENCE SOUTH 89°23'07" WEST 331.26 FEET; THENCE NORTH 00°00'51" WEST 1365.48 FEET; THENCE NORTH 89°52'30" EAST 100.00 FEET; THENCE SOUTH 00°00'51" EAST 348.00 FEET; THENCE NORTH 89°52'30" EAST 231.58 FEET; THENCE SOUTH 00°00'19" WEST, 1014.65 FEET TO THE POINT OF BEGINNING.

APN: 625-100-011; 625-100-018; 625-100-071; 625-100-072; 625-100-076

FPSJ LAND

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN JOSE IN THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PORTION OF LOT 6, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF THE LANDS OF COLEMAN YOUNGER ESQ", WHICH MAP WAS FILED FOR RECORD IN THE

OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON JUNE 24, 1880, IN BOOK "A" OF MAPS, AT PAGE 33, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN CENTER LINE OF GISH ROAD, AS SAID ROAD IS SHOWN UPON THE MAP ABOVE REFERRED TO, AS THE SOUTHERNMOST CORNER OF THAT CERTAIN 11.488 ACRE TRACT OF LAND DESCRIBED IN THE DEED FROM FRANCO BROS. CASH AND CARRY MARKET, A COPARTNERSHIP, ET AL TO CALIFORNIA PACIFIC TITLE INSURANCE COMPANY, A CORPORATION, DATED APRIL 16, 1951 AND RECORDED APRIL 16, 1951 IN BOOK 2192 OFFICIAL RECORDS, PAGE 376, SANTA CLARA COUNTY RECORDS; THENCE NORTH 30° 42' WEST 509.23 FEET TO AN IRON PIPE; THENCE AT RIGHT ANGLES NORTH 59° 18' EAST 30.00 FEET TO AN IRON PIPE SET IN THE NORTHEASTERLY LINE OF KERLEY DRIVE, AS SAID LINE WAS ESTABLISHED BY DEED FROM A. R. CALVELLI, ET UX, TO CITY OF SAN JOSE, A MUNICIPAL CORPORATION, DATED MAY 3, 1957 AND RECORDED MAY 22, 1957 IN BOOK 3803 OFFICIAL RECORDS, PAGE 591, SANTA CLARA COUNTY RECORDS, AND THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED; THENCE FROM SAID TRUE POINT OF BEGINNING, CONTINUING NORTH 59° 18' EAST 468.00 FEET TO AN IRON PIPE SET IN THE SOUTHWESTERLY LINE OF FOURTH STREET (80.00 FEET IN WIDTH); THENCE NORTH 30° 42' WEST ALONG SAID LAST MENTIONED LINE 320.00 FEET TO A 3/4 INCH IRON PIPE SET AT THE EASTERNMOST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE DEED FROM A. R. CALVELLI, ET UX, TO INTERNATIONAL HARVESTER COMPANY, A NEW JERSEY CORPORATION, DATED AUGUST 28, 1956 AND RECORDED SEPTEMBER 21, 1956 IN BOOK 3611 OFFICIAL RECORDS, PAGE 512, SANTA CLARA COUNTY RECORDS; THENCE SOUTH 59° 18' WEST ALONG THE SOUTHEASTERLY LINE OF LAND SO DESCRIBED IN THE DEED TO SAID INTERNATIONAL HARVESTER COMPANY, 268 FEET; THENCE SOUTH 30° 42' EAST 150.00 FEET; THENCE SOUTH 59° 18' WEST 200.00 FEET TO A POINT ON THE NORTHWESTERLY LINE OF KERLEY DRIVE; THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 30° 42' EAST 170.00 FEET TO THE TRUE POINT OF BEGINNING.

APN: 253-03-003

HISM LAND

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

PARCEL ONE, AS DELINEATED UPON THAT CERTAIN MAP ENTITLED, "PARCEL MAP NO. 322 BEING A MERGER OF PARCELS "A" AND "B", AS SHOWN ON PARCEL MAP NO. 237, RECORDED IN VOLUME 50 OF PARCEL MAPS AT PAGES 94 AND 95", FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON JULY 9TH, 1991 IN BOOK 64 OF PARCEL MAPS. AT PAGES

90 AND 91.

APN: 033-082-160

QM LAND

ALL THAT PARCEL OR PARCELS OF REAL PROPERTY LOCATED IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

A LEASEHOLD AS CREATED BY THAT CERTAIN AMENDED AND RESTATED LEASE AND OPERATIONS AGREEMENT OF QUEEN MARY, ADJACENT LANDS AND IMPROVEMENTS, DOME AND QUEEN'S MARKETPLACE (LEASE NO. 22697) DATED AS OF NOVEMBER 1, 2016 BY AND BETWEEN THE CITY OF LONG BEACH, A CALIFORNIA MUNICIPAL CORPORATION, AS LANDLORD, AND URBAN COMMONS QUEENSWAY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS TENANT, AS DISCLOSED BY A MEMORANDUM OF AMENDED LEASE AND RESTATED LEASE, DATED AS OF NOVEMBER 4, 2016 AND RECORDED JANUARY 4, 2017 AS INSTRUMENT NO. 20170008565 OF THE OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA ("OFFICIAL RECORDS"), UPON AND SUBJECT TO ALL OF THE PROVISIONS THEREIN CONTAINED.

THOSE PORTIONS OF THE ARTIFICIALLY CREATED LAND WITHIN THE TIDELANDS AND SUBMERGED LANDS CONVEYED TO THE CITY OF LONG BEACH BY THE STATE OF CALIFORNIA UNDER AN ACT OF MAY 1, 1911, CHAPTER 876, PAGE 1304, AS AMENDED, LYING IN BOTH SAID CITY AND THE HARBOR DISTRICT OF SAID CITY, MORE PARTICULARLY THOSE PORTIONS OF THE QUEEN MARY PROPERTY TRANSFER TO THE CITY OF LONG BEACH, AS SHOWN ON OFFICIAL DRAWING HD4-98 ON FILE IN THE OFFICE OF THE EXECUTIVE DIRECTOR OF THE PORT OF LONG BEACH OF SAID CITY, DESCRIBED AS FOLLOWS:

QUEEN MARY SITE-LAND AREA

BEGINNING AT MONUMENT A-8 AS SHOWN ON MAPS RECORDED IN BOOK 81, PAGE 50 AND BOOK 84, PAGE(S) 91 TO 93 INCLUSIVE OF RECORD OF SURVEYS OF SAID COUNTY; THENCE NORTH 89.82 FEET; THENCE EAST 1,538.32 FEET TO THE TRUE POINT OF BEGINNING, SAID TRUE POINT OF BEGINNING HAVING COORDINATED NORTH 4,022788.63, EAST 4,288,926.06 OF ZONE 7 OF THE CALIFORNIA COORDINATE SYSTEM, SAID TRUE POINT OF BEGINNING BEING ALSO A POINT IN THE NORTH LINE OF PARCEL 2 AS SHOWN ON SAID MAP RECORDED IN BOOK 84, PAGE(S) 91 TO 93 INCLUSIVE, SAID POINT, BEING THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE HAVING A BEARING OF NORTH AND LENGTH OF 167.84 FEET ON SAID

MAP; THENCE SOUTH 66° 20' 56" EAST 134.66 FEET; THENCE NORTH 23° 39' 04" EAST 54.03 FEET; THENCE SOUTH 66° 20' 56" EAST 272.57 FEET; THENCE NORTH 23° 39' 04" EAST 221.94 FEET; THENCE SOUTH 66° 20' 56" EAST 882.72 FEET; THENCE NORTH 23° 39' 04" EAST 46.00 FEET; THENCE SOUTH 66° 20' 56" EAST 768.00 FEET; THENCE SOUTH 23° 39' 04" WEST 46.00 FEET; THENCE SOUTH 66° 20' 56" EAST 82.32 FEET; THENCE NORTH 65° 03' 39" EAST 40.00 FEET; THENCE SOUTH 66° 20' 56" EAST 200.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 78.54 FEET; THENCE TANGENT TO SAID CURVE SOUTH 23° 39' 04" WEST 370.85 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 52.78 FEET; THENCE TANGENT TO SAID CURVE SOUTH 84° 08' 10" WEST 170.85 FEET; THENCE SOUTH 45° 00' 00" WEST 540.99 FEET; THENCE SOUTH 17° 02' 09" EAST 443.04 FEET; THENCE NORTH 45° 00' 00" WEST 2,354.26 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 135.00 FEET; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 74.38 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 2,451.00 FEET; AND FROM WHICH POINT A RADIAL LINE BEARS NORTH 39° 48' 36" EAST; THENCE SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 278.88 FEET; THENCE TANGENT TO SAID CURVE SOUTH 43° 40' 32" EAST 245.00 FEET; THENCE NORTH 46° 19' 28" EAST 67.50 FEET; THENCE NORTH 46° 14' 35" WEST 357.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 2,505.00 FEET; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 221.99 FEET; THENCE ALONG A NON-TANGENT LINE NORTH 14.36 FEET; THENCE SOUTH 77° 34' 28" EAST 71.16 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 44.01 FEET; THENCE TANGENT TO SAID CURVE SOUTH 41° 32' 57" EAST 97.78 FEET; THENCE NORTH 52° 00' 00" EAST 44.08 FEET; THENCE NORTH 38° 00' 00" WEST 93.26 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 120.00 FEET; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 108.91 FEET; THENCE TANGENT TO SAID CURVE WEST 54.43 FEET; THENCE NORTH 75.76 FEET TO THE TRUE POINT OF BEGINNING.

QUEEN MARY SITE – WATER AREA

BEGINNING AT A POINT ON THE NORTHERLY LINE OF PARCEL 1 OF SAID OFFICIAL DRAWING HD-4-98, SAID POINT BEING THE TRUE POINT OF BEGINNING OF PARCEL 2, ALSO AS SHOWN ON SAID OFFICIAL DRAWING, AND HAVING COORDINATES OF NORTH 4,002,667.65 FEET AND EAST 4,228,890.23 FEET, ZONE 7 OF THE CALIFORNIA COORDINATES SYSTEM OF 1927; THENCE NORTH 53° 39' 04" EAST 265.66 FEET TO A TANGENT CURVE, CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 145.00 FEET; THENCE NORTHEASTERLY AND EASTERLY 113.88 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45° 00' 01" TO A TANGENT LINE; THENCE SOUTH 81° 20' 55" EAST 221.68 FEET; THENCE SOUTH 66° 20' 56" EAST 900.00 FEET; THENCE

SOUTH 8° 10' 21" WEST 337.23 FEET; THENCE NORTH 66° 20' 56" WEST 190.00 FEET; THENCE SOUTH 65° 03' 39" WEST 40.00 FEET; THENCE NORTH 66° 20' 56" WEST 82.32 FEET; THENCE NORTH 23° 39' 04" EAST 46.00 FEET; THENCE NORTH 66° 20' 56" WEST 768.00 FEET; THENCE SOUTH 23° 39' 04" WEST 46.00 FEET; THENCE NORTH 66° 20' 56" WEST 358.23 FEET TO THE POINT OF BEGINNING.

DEVELOPMENT SITE – WATER AREA

BEGINNING AT A POINT ON THE NORTHERLY LINE OF PARCEL 1 OF SAID OFFICIAL DRAWING HD4-98 SAID POINT BEING THE TRUE POINT OF BEGINNING OF PARCEL 2, ALSO AS SHOWN ON SAID OFFICIAL DRAWING, AND HAVING COORDINATED OF NORTH 4,002,667.65 FEET AND EAST 4,229,890.23 FEET, ZONE 7 OF THE CALIFORNIA COORDINATE SYSTEM OF 1927; THENCE NORTH 66° 20' 56" WEST 710.77 FEET; THENCE NORTH 10° 04' 19" WEST 167.95 FEET; THENCE NORTH 42° 51' 56" WEST 210.93 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 70.00 FEET; THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY 86.56 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 70° 51' 08" TO A NON-TANGENT LINE; THENCE NORTH 50.00 FEET; THENCE EAST 1000.00 FEET; THENCE SOUTH 24° 47' 01" EAST 537.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 145.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 8° 39' 05" EAST; THENCE WESTERLY 113.88 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45° 00' 01" TO A TANGENT LINE; THENCE SOUTH 53° 39' 04" WEST 265.66 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A LEASEHOLD AS CREATED BY THAT CERTAIN LEASE DATED JUNE 6, 1997, BY AND BETWEEN THE CITY OF LONG BEACH, A MUNICIPAL CORPORATION AND TRUST GRANTEE OF THE STATE OF CALIFORNIA, AS LESSOR, AND QUEEN'S SEAPORT DEVELOPMENT, INC., A CALIFORNIA CORPORATION, AS LESSEE, AS DISCLOSED BY A MEMORANDUM OF LEASE, RECORDED NOVEMBER 2, 1998 AS INSTRUMENT NO. 98-1997974, OFFICIAL RECORDS, UPON AND SUBJECT TO ALL OF THE PROVISIONS THEREIN CONTAINED.

THAT PORTION OF THE ARTIFICIALLY CREATED LAND WITHIN THE TIDELANDS AND SUBMERGED LANDS CONVEYED TO THE CITY OF LONG BEACH BY THE STATE OF CALIFORNIA UNDER AN ACT OF MAY 1, 1911, CHAPTER 676, PAGE 1304, AS AMENDED, LYING IN BOTH SAID CITY AND THE HARBOR DISTRICT OF SAID CITY, PARTICULARLY THAT PORTION OF THE QUEEN MARY PROPERTY TRANSFER CITY OF LONG BEACH, AS SHOWN ON OFFICIAL DRAWING HD2-760 ON FILE IN THE OFFICE OF THE EXECUTIVE DIRECTOR OF THE PORT OF LONG BEACH OF SAID CITY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF PARCEL 1, SAID POINT BEING THE TRUE POINT OF BEGINNING OF PARCEL 2, BOTH AS SHOWN ON SAID OFFICIAL

DRAWING, AND HAVING COORDINATES OF NORTH 4,022,667.65 FEET AND EAST 4,229,890.23 FEET, ZONE 7 OF THE CALIFORNIA COORDINATES SYSTEM OF 1927; THENCE NORTH $66^{\circ} 20' 58''$ WEST 524.50 FEET ALONG LAST SAID NORTHERLY LINE OF SAID PARCEL 1 TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE PROLONGATION OF LAST SAID NORTHERLY LINE NORTH $66^{\circ} 20' 56''$ WEST 186.27 FEET; THENCE NORTH $10^{\circ} 04' 19''$ WEST 167.95 FEET; THENCE NORTH $42^{\circ} 51' 56''$ WEST 210.93 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 70.00 FEET; THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY 86.56 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $70^{\circ} 51' 08''$ TO A TANGENT LINE; THENCE SOUTH $66^{\circ} 16' 56''$ WEST 157.77 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 90.00 FEET; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY 77.28 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $49^{\circ} 12' 00''$ TO A POINT OF CUSP WITH A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 562.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS SOUTH $25^{\circ} 28' 56''$ WEST; THENCE SOUTHEASTERLY 97.77 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $9^{\circ} 58' 02''$ TO A TANGENT LINE; THENCE SOUTH $74^{\circ} 29' 06''$ EAST 69.67 FEET; THENCE SOUTH 328.47 FEET; THENCE SOUTH $66^{\circ} 20' 56''$ EAST 430.89 FEET; THENCE NORTH $23^{\circ} 39' 04''$ EAST 221.94 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3:

A LEASEHOLD AS CREATED BY THAT CERTAIN SUBMERGED LAND AND WATER AREA LEASE DATED JANUARY 22, 2001, BY AND BETWEEN THE CITY OF LONG BEACH, A MUNICIPAL CORPORATION AND TRUST GRANTEE OF THE STATE OF CALIFORNIA, AS LESSOR, AND QUEEN'S SEAPORT DEVELOPMENT, INC., A CALIFORNIA CORPORATION, AS LESSEE, AS DISCLOSED BY A MEMORANDUM OF LEASE, RECORDED MARCH 22, 2001 AS INSTRUMENT NO. 01-458472, OFFICIAL RECORDS, UPON AND SUBJECT TO ALL OF THE PROVISIONS THEREIN CONTAINED.

THAT PORTION OF THE ARTIFICIALLY CREATED LAND WITHIN THE TIDELANDS AND SUBMERGED LANDS CONVEYED TO THE CITY OF LONG BEACH BY THE STATE OF CALIFORNIA, UNDER AN ACT OF MAY 1, 1911, CHAPTER 676, PAGE 1304, AS AMENDED, LYING IN BOTH SAID CITY AND THE HARBOR DISTRICT OF SAID CITY, COUNTY OF LOS ANGELES, SAID STATE, DESCRIBED AS FOLLOWS:

BEGINNING AT MONUMENT A-8 AS SHOWN ON MAPS RECORDED IN BOOK 81, PAGE 50 AND IN BOOK 84, PAGE(S) 91 TO 93, INCLUSIVE, OF RECORDS OF SURVEY OF SAID COUNTY; THENCE, NORTH, 89.82 FEET; THENCE, EAST, 1,538.32 FEET TO A POINT ON THE NORTH LINE OF PARCEL 2 AS SHOWN ON SAID MAP RECORDED IN BOOK 84, PAGE(S) 91 TO 93, INCLUSIVE, SAID POINT ALSO BEING THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE HAVING A BEARING OF NORTH AND A LENGTH OF 167.84 FEET, AS SHOWN ON LAST MENTIONED MAP, SAID POINT ALSO HAVING COORDINATES NORTH 4,022,788.63 AND EAST 4,228,926.06 OF ZONE 7 OF THE CALIFORNIA COORDINATE SYSTEM OF 1927; THENCE, SOUTH $66^{\circ} 20' 56''$ EAST,

134.66 FEET; THENCE, NORTH 23° 39' 04" EAST, 275.97 FEET; THENCE, SOUTH 66° 20' 56" EAST, 797.06 FEET; THENCE NORTH 53° 39' 04" EAST, 265.66 FEET TO A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 145.00 FEET; THENCE, NORTHEASTERLY AND EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45° 00' 01", AN ARC LENGTH OF 113.88 FEET; THENCE SOUTH 81° 20' 55" EAST, 221.68 FEET; THENCE, SOUTH 66° 20' 56" EAST, 900.00 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE, SOUTH 8° 10' 21" WEST 337.23 FEET; THENCE SOUTH 66° 20' 56" EAST, 10.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE, SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00", AN ARC LENGTH OF 78.54 FEET; THENCE, SOUTH 23° 39' 04" WEST, 370.85 FEET TO A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE, SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60° 29' 06", AN ARC LENGTH OF 52.78 FEET; THENCE, SOUTH 84° 08' 10" WEST, 125.14 FEET; THENCE, SOUTH 43° 37' 44" EAST, 526.00 FEET; THENCE, EAST, 297.30 FEET; THENCE, NORTH, 1,192.65 FEET; THENCE, WEST, 297.30 FEET; THENCE, SOUTH 54° 01' 57" WEST, 44.40 FEET TO THE TRUE POINT OF BEGINNING.

HIA LAND

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

PARCEL A:

PARCEL 2 OF PARCEL MAP NO. 2006-195, IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 370, PAGES 7 THROUGH 10 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B:

NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS BY VEHICULAR AND PEDESTRIAN TRAFFIC, AND FOR VEHICULAR PARKING, AS PROVIDED IN AN "AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT", DATED JULY 13, 2011 AND RECORDED JULY 18, 2011 AS INSTRUMENT NO. 2011000347355 OF OFFICIAL RECORDS, OVER THAT PORTION OF PARCEL 1 OF SAID PARCEL MAP NO. 2006-195 AS DESCRIBED IN SAID DOCUMENT.

APN: 129-281-12

SP LAND

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

PARCEL A:

ALL THE AIRSPACE OVER THE REAL PROPERTY SITUATED IN THE CITY OF PASADENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, HEREINAFTER DESCRIBED:

BEGINNING AT THE INTERSECTION OF THE WESTERLY PROLONGATION OF THE TANGENT PORTION OF THE SOUTHERLY LINE OF GREEN STREET, 70 FEET WIDE, AS ESTABLISHED BY A FINAL JUDGMENT IN CONDEMNATION MADE IN SUPERIOR COURT CASE NO. 119583, AS RECORDED IN BOOK 2990, PAGE 153 OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITH THE EASTERLY LINE OF THE WESTERLY 14 FEET OF LOT 4 BLOCK "I" OF THE SAN PASCUAL TRACT, AS

SHOWN ON MAP RECORDED IN BOOK 3, PAGE 315 OF MISCELLANEOUS RECORDS OF SAID COUNTY, AND BEING THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF THAT PORTION OF MARENGO AVENUE, 78 FEET WIDE, AS DESCRIBED IN THE DEED TO THE CITY OF PASADENA, FOR STREET PURPOSES, BY DEED RECORDED ON FEBRUARY 16, 1935 IN BOOK 13275, PAGE 170 OFFICIAL RECORDS; THENCE ALONG SAID WESTERLY PROLONGATION AND SAID SOUTHERLY LINE OF GREEN STREET, NORTH 89 DEGREES 31 MINUTES 33 SECONDS EAST 316 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 27 SECONDS EAST AND PERPENDICULAR TO SAID SOUTHERLY LINE OF GREEN STREET, A DISTANCE OF 435 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 33 SECONDS EAST AND PARALLEL WITH SAID SOUTHERLY LINE, A DISTANCE OF 31.10 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 28 MINUTES 27 SECONDS WEST, AT RIGHT ANGLES TO SAID GREEN STREET, 9.20 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 33 SECONDS EAST, PARALLEL WITH SAID STREET, 222.34 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 27 SECONDS EAST, AT RIGHT ANGLES TO SAID GREEN STREET, 36.40 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 33 SECONDS EAST, PARALLEL WITH SAID GREEN STREET, 209.89 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 27 SECONDS EAST, AT RIGHT ANGLES TO SAID GREEN STREET, 123.90 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 33 SECONDS WEST, PARALLEL WITH SAID GREEN STREET, 736.00 FEET; THENCE NORTH 00 DEGREES 28 MINUTES 27 SECONDS WEST, AT RIGHT ANGLES TO SAID GREEN STREET, 123.90 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 33 SECONDS EAST, PARALLEL WITH SAID GREEN STREET, 303.77 FEET TO A LINE THAT IS AT RIGHT ANGLES TO SAID GREEN STREET AND PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 28 MINUTES 27 SECONDS WEST, AT RIGHT ANGLES TO SAID GREEN STREET, 27.20 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION OF SAID AIRSPACE LYING BELOW THE ELEVATIONS DESCRIBING THE LOWER LIMITS OF THE ABOVE DESCRIBED PARCEL "A" AS SHOWN ON SHEET 2 OF EXHIBIT "A" DATED DECEMBER 9, 1974, SURVEY NUMBER 10547 PREPARED BY MOLLENHAUER, HIGASHI & MOORE, INC., INCLUDED AND MADE A PART OF THE LEASE RECORDED APRIL 23, 1975 AS INSTRUMENT NO. 2557 IN BOOK M4992, PAGE 114 OFFICIAL RECORDS, AND MEMORIALIZED BY A MEMORANDUM RECORDED MAY 11, 1976 AS INSTRUMENT NO. 2891 IN BOOK M5329, PAGE 537 OFFICIAL RECORDS. SAID LAND IS ALSO SHOWN AS PARCEL 3 "AIR PARCEL" IN THE CITY OF PASADENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 4995, FILED IN BOOK 59, PAGES 59 AND 60 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B:

EASEMENTS GRANTED IN AND PURSUANT TO THAT CERTAIN DECLARATION OF ESTABLISHMENT OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JANUARY 10, 1975 AS INSTRUMENT NO. 3354 IN BOOK M4890, PAGE 688 OFFICIAL RECORDS, AS AMENDED BY THAT CERTAIN EASEMENT AGREEMENT FOR FIRE SPRINKLER SYSTEM AND PUMP ROOM AND AMENDMENT TO DECLARATION RECORDED FEBRUARY 13, 1995 AS INSTRUMENT NO. 95-237799 OFFICIAL RECORDS, AND AS AMENDED BY THAT CERTAIN EASEMENT AGREEMENT FOR FIRE SPRINKLER SYSTEM AND PUMP ROOM AND AMENDMENT TO DECLARATION RECORDED APRIL 17, 1995 AS INSTRUMENT NO. 95-532345 OFFICIAL RECORDS, OVER THE FOLLOWING DESCRIBED LAND:

A PARCEL OF LAND IN THE CITY OF PASADENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY PROLONGATION OF THE TANGENT PORTION OF THE SOUTHERLY LINE OF GREEN STREET, 70 FEET WIDE, WITH THE EASTERLY LINE OF MARENGO AVENUE, 78 FEET WIDE; THENCE NORTH 89 DEGREES 31 MINUTES 33 SECONDS EAST, ALONG SAID PROLONGATION AND ALONG SAID GREEN STREET, 316.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 28 MINUTES 27 SECONDS EAST, AT RIGHT ANGLES TO SAID GREEN STREET, 435.00 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 33 SECONDS EAST, PARALLEL WITH SAID GREEN STREET, 300.00 FEET; THENCE NORTH 00 DEGREES 28 MINUTES 27 SECONDS WEST, AT RIGHT ANGLES TO SAID GREEN STREET, 435.00 FEET TO SAID SOUTHERLY LINE OF GREEN STREET; THENCE NORTH 89 DEGREES 31 MINUTES 33 SECONDS EAST, ALONG SAID GREEN STREET, 210.30 FEET TO THE BEGINNING OF A TANGENT CURVE IN THE BOUNDARY OF SAID GREEN STREET, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 15.00 FEET, SAID CURVE ALSO BEING TANGENT TO THE WESTERLY LINE OF EUCLID AVENUE, 70.00 FEET WIDE; THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89 DEGREES 55 MINUTES 44 SECONDS, AN ARC

DISTANCE OF 23.54 FEET TO THE WESTERLY LINE OF EUCLID AVENUE; THENCE SOUTH 00 DEGREES 32 MINUTES 43 SECONDS EAST, ALONG SAID EUCLID AVENUE, 606.39 FEET TO THE SOUTHEASTERLY CORNER OF LOT 15 OF THE ALLEN TRACT, AS SHOWN ON MAP RECORDED IN BOOK 11, PAGE 20 OF MISCELLANEOUS RECORDS; THENCE SOUTH 89 DEGREES 29 MINUTES 17 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 15, A DISTANCE OF 195.05 FEET TO THE WESTERLY LINE OF SAID ALLEN TRACT; THENCE NORTH 00 DEGREES 32 MINUTES 43 SECONDS WEST, ALONG SAID WESTERLY LINE 9.00 FEET TO THE SOUTHERLY LINE OF A. CRUICKSHANK'S SUBDIVISION, AS SHOWN ON MAP RECORDED IN BOOK 10, PAGE 70 OF MISCELLANEOUS RECORDS; THENCE SOUTH 89 DEGREES 29 MINUTES 17 SECONDS WEST, ALONG SAID SOUTHERLY LINE 124.59 FEET TO THE WESTERLY LINE OF THE EASTERLY 48.57 FEET OF LOT 7 OF W. O. SWAN SUBDIVISION, AS SHOWN ON MAP RECORDED IN BOOK 7 PAGE 8 OF MISCELLANEOUS RECORDS; THENCE SOUTH 00 DEGREES 32 MINUTES 43 SECONDS EAST, ALONG SAID WESTERLY LINE 175.00 FEET TO THE NORTHERLY LINE OF CORDOVA STREET, 80.00 FEET WIDE; THENCE SOUTH 89 DEGREES 29 MINUTES 17 SECONDS WEST, ALONG SAID CORDOVA STREET, 11.93 FEET TO THE BEGINNING OF A TANGENT CURVE IN SAID NORTHERLY LINE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 460.00 FEET; THENCE WESTERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06 DEGREES 04 MINUTES 55 SECONDS, AN ARC DISTANCE OF 48.83 FEET TO THE END OF SAID CURVE; THENCE NORTH 84 DEGREES 25 MINUTES 48 SECONDS WEST, CONTINUING ALONG SAID CORDOVA STREET, 35.01 FEET TO THE EASTERLY LINE OF THE WESTERLY 8.00 FEET OF LOT 6 OF SAID W. O. SWAN SUBDIVISION; THENCE NORTH 00 DEGREES 32 MINUTES 43 SECONDS WEST, ALONG SAID EASTERLY LINE 168.71 FEET TO SAID SOUTHERLY LINE OF A. CRUICKSHANK'S SUBDIVISION; THENCE SOUTH 89 DEGREES 29 MINUTES 17 SECONDS WEST, ALONG SAID SOUTHERLY LINE, 236.06 FEET TO THE EASTERLY LINE OF LOT 1 OF SAID W. O. SWAN SUBDIVISION; THENCE SOUTH 00 DEGREES 33 MINUTES 05 SECONDS EAST, ALONG SAID EASTERLY LINE, 4.00 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 17 SECONDS WEST, PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 190.05 FEET TO THE EASTERLY LINE OF SAID MARENGO AVENUE, 78.00 FEET WIDE; THENCE NORTH 00 DEGREES 33 MINUTES 05 SECONDS WEST 616.06 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 15.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID BEGINNING BEARS NORTH 20 DEGREES 01 MINUTES 21 SECONDS WEST, SAID CURVE ALSO BEING TANGENT TO THE SOUTHERLY LINE OF GREEN STREET, 70.00 FEET WIDE; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19 DEGREES 32 MINUTES 54 SECONDS, AN ARC DISTANCE OF 5.12 FEET TO SAID POINT OF TANGENCY; THENCE NORTH 89 DEGREES 31 MINUTES 33 SECONDS EAST, ALONG SAID GREEN STREET, 311.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT CERTAIN AIRSPACE MORE PARTICULARLY DESCRIBED IN PARCEL "A" HEREINABOVE DESCRIBED.

SAID LAND IS ALSO SHOWN AS PARCEL 1, IN THE CITY OF PASADENA, COUNTY OF

LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 4995, FILED IN BOOK 59, PAGES 59 AND 60 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL C:

EASEMENTS GRANTED IN AND PURSUANT TO THAT CERTAIN DECLARATION OF ESTABLISHMENT OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JANUARY 10, 1975 AS INSTRUMENT NO. 3354 IN BOOK M4890, PAGE 688 OFFICIAL RECORDS, AS AMENDED BY THAT CERTAIN EASEMENT AGREEMENT FOR FIRE SPRINKLER SYSTEM AND PUMP ROOM AND AMENDMENT TO DECLARATION RECORDED FEBRUARY 13, 1995 AS INSTRUMENT NO. 95-237799 OFFICIAL RECORDS, AND AS AMENDED BY THAT CERTAIN EASEMENT AGREEMENT FOR FIRE SPRINKLER SYSTEM AND PUMP ROOM AND AMENDMENT TO DECLARATION RECORDED APRIL 17, 1995 AS INSTRUMENT NO. 95-532345 OFFICIAL RECORDS, OVER THE FOLLOWING DESCRIBED LAND:

A PARCEL OF LAND IN THE CITY OF PASADENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY PROLONGATION OF THE TANGENT PORTION OF THE SOUTHERLY LINE OF GREEN STREET, 70 FEET WIDE, AS ESTABLISHED BY A FINAL JUDGMENT IN CONDEMNATION HAD IN SUPERIOR COURT CASE NO. 119583, AS RECORDED IN BOOK 2990, PAGE 153 OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITH THE EASTERLY LINE OF THE WESTERLY 14 FEET OF LOT 4, BLOCK "I" OF THE SAN PASQUAL TRACT, AS SHOWN IN MAP RECORDED IN BOOK 3, PAGE 315 OF MISCELLANEOUS RECORDS OF SAID COUNTY, AND BEING THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF THAT PORTION OF MARENGO AVENUE, 78 FEET WIDE, AS DESCRIBED IN THE DEED TO THE CITY OF PASADENA, FOR STREET PURPOSES, BY DEED ON FEBRUARY 16, 1935 IN BOOK 13275, PAGE 170 OFFICIAL RECORDS; THENCE ALONG SAID WESTERLY PROLONGATION AND SAID SOUTHERLY LINE OF GREEN STREET, NORTH 89 DEGREES 31 MINUTES 33 SECONDS EAST 316 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 27 SECONDS EAST AND PERPENDICULAR TO SAID SOUTHERLY LINE OF GREEN STREET, A DISTANCE OF 435 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 33 SECONDS EAST 316 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 27 SECONDS EAST AND PERPENDICULAR TO SAID SOUTHERLY LINE OF GREEN STREET, A DISTANCE OF 435 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 33 SECONDS EAST AND PARALLEL WITH SAID SOUTHERLY LINE, A DISTANCE OF 31.10 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 28 MINUTES 27 SECONDS WEST, AT RIGHT ANGLES TO SAID SOUTHERLY LINE OF GREEN STREET, 9.20 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 33 SECONDS EAST, PARALLEL WITH SAID GREEN STREET, 222.34 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 27 SECONDS EAST, AT RIGHT ANGLES TO SAID GREEN STREET, 9.20 FEET TO A LINE THAT IS PARALLEL WITH SAID GREEN STREET AND PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE SOUTH

89 DEGREES 31 MINUTES 33 SECONDS WEST, ALONG SAID PARALLEL LINE, 222.34 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT CERTAIN AIRSPACE MORE PARTICULARLY DESCRIBED IN PARCEL "A" HEREINABOVE DESCRIBED.

SAID LAND IS ALSO SHOWN AS A PORTION OF PARCEL 2, IN THE CITY OF PASADENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 4995, FILED IN BOOK 59, PAGES 59 AND 60 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL D:

EASEMENT FOR HORIZONTAL AND VERTICAL SUPPORT, UTILITIES, PARKING SPACES, ELEVATORS, LOADING DOCK, LOBBY, SERVICE FACILITIES, DRIVEWAYS, STAIRWAYS, PEDESTRIAN WALKWAYS, ENCROACHMENTS, AUTOMATIC FIRE EXTINGUISHING SYSTEMS, PUMP ROOM, PUMPS AND PIPES AS GRANTED AND DESCRIBED IN THAT CERTAIN DECLARATION OF ESTABLISHMENT OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JANUARY 10, 1975 AS INSTRUMENT NO. 3354 IN BOOK M4890, PAGE 688 OFFICIAL RECORDS, AND AS AMENDED BY THOSE CERTAIN EASEMENT AGREEMENTS FOR FIRE SPRINKLER SYSTEM AND PUMP ROOM AND AMENDMENT TO DECLARATION, RECORDED APRIL 17, 1995 AS INSTRUMENT NO. 95-532345 OFFICIAL RECORDS, AND RECORDED FEBRUARY 13, 1995 AS INSTRUMENT NO. 95-237799 OFFICIAL RECORDS.

APN: 5722-027-043

WS LAND

REAL PROPERTY IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A:

PARCELS 1, 2 AND 3, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA ON DECEMBER 23, 2005, IN BOOK 187 OF PARCEL MAPS AT PAGE 23.

EXCEPTING ANY PORTION OF THE LAND WITHIN THE NATURAL BED OF THE RIVER BELOW THE ORDINARY HIGH WATER MARK WHERE IT WAS LOCATED PRIOR TO ANY ARTIFICIAL OR AVULSIVE CHANGES IN THE LOCATION OF THE SHORELINE.

EXCEPTING THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS AND OTHER HYDROCARBONS BY

WHATSOEVER NAME KNOWN, BUT NOT INCLUDING WATER, THAT MAY BE WITHIN OR UNDER THE PARCEL OF LAND DESCRIBED AS:

"TO BE LATER DESIGNATED AS FOUR CORNER LOTS TO BE SHOWN ON A SUBDIVISION MAP COVERING THE ACREAGE HEREIN DESCRIBED, LYING WEST OF THE RIVERSIDE ROAD, AND FOUR CORNER LOST TO BE SHOWN ON A SUBDIVISION MAP COVERING THE ACREAGE HEREIN DESCRIBED LYING EACH OF THE RIVERSIDE ROAD, EACH OF SAID EIGHT CORNER LOTS TO CONTAIN NOT LESS THAN 5000 SQUARE FEET IN AREA"; AS SET FORTH IN DEED FROM MADEL J. CATCHING TO FRANK A. SCHIRO, ET AL, DATED NOVEMBER 14, 1952, IN BOOK 2317, PAGE 147, OF OFFICIAL RECORDS OF SACRAMENTO COUNTY.

TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFORE AND REMOVING THE SAME FROM SAID LAND OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCKED OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THOSE HEREINABOVE DESCRIBED, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND HEREINABOVE DESCRIBED, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES, WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, EXPLORE AND OPERATE THROUGH THE SURFACE OR UPPER 100 FEET OF THE SUBSURFACE OF SAID PARCELS DESCRIBED IN THE ABOVE-MENTIONED DEED FROM MADEL J. CATCHING TO FRANK A. SCHIRO, ET AL, OR OTHERWISE IN SUCH MANNER AS TO ENDANGER THE SAFETY OF ANY HIGHWAY THAT MAY BE CONSTRUCTED ON SAID LANDS.

PARCEL B:

A NON EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS, EGRESS AND ACCESS, PARKING AND DRAINAGE OVER, ALONG AND UPON A PORTION OF PARCEL 4 OF THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA ON DECEMBER 23, 2005, IN BOOK 187 OF MAPS, PAGE(S) 23. SAID EASEMENTS ARE FULLY SET FORTH IN THAT CERTAIN "GRANT DEED WITH RESERVATION AND GRANT OF EASEMENTS APPURTENANT" RECORDED ON JANUARY 24, 2008 IN BOOK 20080124, PAGE 304 OF OFFICIAL RECORDS.

APN'S: 016-0360-001-0000 (PARCEL 1 OF PARCEL A); 016-0360-002-0000 (PARCEL 2 OF PARCEL A); 016-0360-003-0000 (PARCEL 3 OF PARCEL A)

HIDH LAND

LOT 11, EXCEPT THE NORTH 10.2 FEET THEREOF, AND LOTS 12 THROUGH 37, INCLUSIVE, AND LOT 38, EXCEPT THE NORTH 10.2 FEET THEREOF, BLOCK 9, ELMWOOD PLACE. TOGETHER WITH THE ALLEY IN SAID BLOCK 9, ADJACENT TO SAID LOTS, VACATED BY ORDINANCE NO. 319, SERIES OF 1973, RECORDED JUNE 15, 1973, IN BOOK 713 AT PAGE 509, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

RDH LAND

REAL PROPERTY IN THE CITY OF DENVER, COUNTY OF DENVER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

LOTS 1 THROUGH 48, INCLUSIVE,

BLOCK 23, FIRST ADDITION TO EAST SWANSEA, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

EXCEPT ALL THAT PORTION OF LOT 1, BLOCK 23, FIRST ADDITION TO EAST SWANSEA, CITY AND COUNTY OF DENVER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE EAST 5.00 FEET ALONG THE NORTH LINE OF SAID LOT; THENCE SOUTHWESTERLY 7.07 FEET ALONG A LINE DEFLECTED $134^{\circ}57'37''$ FROM THE PROLONGATION OF THE PRECEDING COURSE; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT, 5.00 FEET TO THE POINT OF BEGINNING, SAID LINE BEING DEFLECTED $134^{\circ}57'37''$ FROM THE PROLONGATION OF THE PRECEDING COURSE; AND

EXCEPT ALL THAT PORTION OF LOT 48, BLOCK 23, FIRST ADDITION TO EAST SWANSEA, CITY AND COUNTY OF DENVER, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 48; THENCE WEST 5.00 FEET ALONG THE NORTH LINE OF SAID LOT; THENCE SOUTHEASTERLY 7.08 FEET ALONG A LINE DEFLECTED $135^{\circ}02'08''$ FROM THE PROLONGATION OF THE PRECEDING COURSE; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT, 5.00 FEET TO THE POINT OF BEGINNING, SAID LINE BEING DEFLECTED $135^{\circ}02'07''$ FROM THE PROLONGATION OF THE PRECEDING COURSE; AND

EXCEPT ALL THAT PORTION OF LOT 24, BLOCK 23, FIRST ADDITION TO EAST SWANSEA, CITY AND COUNTY OF DENVER, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 24, BLOCK 23, FIRST ADDITION TO EAST SWANSEA; THENCE EASTERLY ALONG THE SOUTH LINE SAID LOT 24, A DISTANCE OF 3 FEET; THENCE NORTHWESTERLY, A DISTANCE OF 4.24 FEET TO A POINT ON THE WEST LINE OF SAID LOT 24, SAID POINT BEING 3 FEET NORTHERLY FROM THE SOUTHWEST CORNER THEREOF; THENCE SOUTHERLY ALONG SAID WEST LINE TO THE POINT OF BEGINNING,

CITY AND COUNTY OF DENVER,

STATE OF COLORADO.

AND BEING MORE PARTICULARLY DESCRIBED ON PLAT OF SURVEY PREPARED BY BOCK & CLARK'S NATIONAL SURVEYORS NETWORK, DATED MARCH 25, 2005, LAST REVISED JUNE 14, 2005, AS FOLLOWS:

A PARCEL OF LAND, BEING A PART OF THE SOUTHEAST ONE-QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 23, FIRST ADDITION TO EAST SWANSEA AS RECORDED IN THE DENVER COUNTY RECORDS, STATE OF COLORADO AND ASSUMING THE WESTERLY LINE OF SAID BLOCK 23 TO BEAR SOUTH 00°56'30" WEST WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE NORTH 88°35'36" WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF 38TH AVENUE A DISTANCE OF 236.39 FEET; THENCE NORTH 43°49'33" WEST 4.36 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF POPLAR STREET; THENCE NORTH 00°56'30" EAST ALONG SAID EASTERLY LINE 592.68 FEET; THENCE NORTH 45°58'53" EAST 7.07 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 39TH AVENUE; THENCE SOUTH 88°58'44" EAST ALONG SAID SOUTHERLY LINE 229.48 FEET; THENCE SOUTH 44°00'51" EAST 7.08 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF QUEBEC STREET; THENCE SOUTH 00°57'01" WEST ALONG SAID WESTERLY LINE 597.29 FEET TO THE POINT OF BEGINNING;

CITY AND COUNTY OF DENVER,
STATE OF COLORADO.

APN: 0120428016000

SDTC LAND

PARCEL A:

LOT 4, BLOCK 1, REPUBLIC PARK, EXCEPT THE 15 FEET ADDITIONAL RIGHT OF WAY DEDICATED, AS SHOWN ON THE PLAT OF REPUBLIC PARK, COUNTY OF ARAPAHOE, STATE OF COLORADO.

PARCEL B:

LOT 1, REPUBLIC PARK II, FILING NO. 1, COUNTY OF ARAPAHOE, STATE OF COLORADO

PARCEL C:

NON-EXCLUSIVE EASEMENTS FOR UTILITIES AND VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS AS SET FORTH IN INSTRUMENT RECORDED DECEMBER 31, 1985 IN BOOK 4636 AT PAGE 180, COUNTY OF ARAPAHOE, STATE OF COLORADO.

PARCEL D:

EASEMENTS FOR RETAINING WALL AND DRAINAGE AS SET FORTH IN INSTRUMENT RECORDED OCTOBER 8, 1987 IN BOOK 5282 AT PAGE 253, COUNTY OF ARAPAHOE, STATE OF COLORADO.

HIOR LAND

PARCEL H1, WORLD GATEWAY, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 38, PAGE(S) 89, 90 AND 91, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

TOGETHER WITH THE APPURTENANT NON-EXCLUSIVE EASEMENTS AS SET FORTH IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE GREENE PROJECT RECORDED IN OFFICIAL RECORDS BOOK 4843, PAGE 1448, AS MODIFIED BY SUPPLEMENTAL DECLARATIONS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE GREENE PROJECT, ORANGE COUNTY, FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 5266, PAGE 4882; AND IN OFFICIAL RECORDS BOOK 5328, PAGE 1945; AND BY FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE GREENE PROJECT, ORANGE COUNTY, FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 5371, PAGE 1159; SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE GREENE PROJECT, ORANGE COUNTY, FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 5847, PAGE 3397; THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE GREENE PROJECT (A/K/A WORLD GATEWAY), ORANGE COUNTY, FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 6600, PAGE 2868, FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE GREENE PROJECT (A/K/A WORLD GATEWAY) ORANGE COUNTY, FLORIDA, RECORDED IN OFFICIAL RECORDS BOOK 7656, PAGE 3988, FIFTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE GREENE PROJECT (A/K/A WORLD GATEWAY) ORANGE COUNTY, FLORIDA, RECORDED IN OFFICIAL RECORDS BOOK 10010, PAGE 3690, AND SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE GREENE PROJECT (A/K/A WORLD GATEWAY) ORANGE COUNTY, FLORIDA, RECORDED IN OFFICIAL RECORDS BOOK 10377, PAGE 4396, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

HAN LAND

TRACT 1:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 273 OF THE 6TH DISTRICT OF GWINNETT COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN LOCATED AT THE INTERSECTION FORMED BY THE SOUTHWEST LINE OF LAND LOT 273 AND THE NORTHWESTERLY RIGHT-OF-WAY OF PEACHTREE INDUSTRIAL BOULEVARD (VARIABLE RIGHT-OF-WAY), AND RUNNING THENCE NORTH 30 DEGREES 36 MINUTES 39 SECONDS WEST ALONG THE SOUTHWEST LINE OF LAND LOT 273 A DISTANCE OF 1096.40 FEET TO AN IRON PIN LOCATED AT THE NORTHWEST CORNER OF LAND LOT 273 (SAID CORNER BEING THE COMMON CORNER OF LAND LOTS 273, 274, 283 AND 284); RUNNING THENCE NORTH 60 DEGREES 10 MINUTES 58 SECONDS EAST ALONG THE NORTHWEST LINE OF LAND LOT 273 A DISTANCE OF 403.88 FEET TO AN IRON PIN; RUNNING THENCE SOUTH 30 DEGREES 36 MINUTES 24 SECONDS EAST A DISTANCE OF 1060.26 FEET TO AN IRON PIN LOCATED ON THE NORTHWESTERLY RIGHT-OF-WAY OF PEACHTREE INDUSTRIAL BOULEVARD; RUNNING THENCE SOUTH 55 DEGREES 03 MINUTES 49 SECONDS WEST ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF PEACHTREE INDUSTRIAL BOULEVARD A DISTANCE OF 404.92 FEET TO THE POINT OF BEGINNING; SAID PROPERTY CONTAINING 9.996 ACRES, AS SHOWN ON THE AS BUILT PLAT OF SURVEY, TO WHICH SURVEY REFERENCE IS MADE FOR ALL PURPOSES, PREPARED FOR "HILTON AT PEACHTREE CORNERS" BY WATTS & BROWNING - ENGRS., BEARING THE CERTIFICATION OF A.W. BROWNING, GEORGIA REGISTERED LAND SURVEYOR NO. 490, DATED JULY 12, 1987, AND LAST REVISED DECEMBER 10, 1987.

BEING ALSO DESCRIBED AS:

BEGINNING AT AN IRON PIN FOUND (1/2" REBAR) LOCATED AT THE INTERSECTION FORMED BY THE SOUTHWESTERLY LINE OF LAND LOT 273 AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PEACHTREE INDUSTRIAL BOULEVARD (SR #141, VARIABLE R/W), AND PROCEED THENCE NORTH 30°36'39" WEST ALONG THE SOUTHWESTERLY LINE OF LAND LOT 273 FOR A DISTANCE OF 1096.22 FEET TO AN IRON PIN FOUND (1/2" REBAR) LOCATED AT THE NORTHWESTERLY CORNER OF LAND LOT 273 (SAID CORNER BEING THE COMMON CORNER OF LAND LOTS 273, 274, 283 AND 284); THENCE NORTH 60°11'14" EAST ALONG THE NORTHWESTERLY LINE OF LAND LOT 273 FOR A DISTANCE OF 404.03 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE DEPARTING SAID LAND LOT LINE AND PROCEED SOUTH 30°35'27" EAST FOR A DISTANCE OF 1060.26 FEET TO AN IRON PIN FOUND (1/2" REBAR) LOCATED ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PEACHTREE INDUSTRIAL BOULEVARD (SR # 141, VARIABLE R/W); THENCE SOUTH 55°05'32" WEST ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PEACHTREE INDUSTRIAL BOULEVARD (SR # 141, VARIABLE R/W) FOR A DISTANCE OF 404.76

FEET TO THE POINT OF BEGINNING; SAID TRACT OR PARCEL CONTAINING 9.99539 ACRES OF 435,399 SQUARE FEET.

LESS AND EXCEPT

THE PROPERTY CONVEYED BY THAT CERTAIN LIMITED WARRANTY DEED FROM SKY HARBOR ATLANTA NORTHEAST, LLC TO POINTE PARKWAY HOLDINGS LLC, DATED MAY 1, 2020, RECORDED AT DEED BOOK 57497, PAGE 555, AFORESAID RECORDS, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 273 OF THE 6TH DISTRICT OF GWINNETT COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN LOCATED AT THE INTERSECTION FORMED BY THE SOUTHWEST LINE OF LAND LOT 273 AND THE NORTHWESTERLY RIGHT-OF-WAY OF PEACHTREE INDUSTRIAL BOULEVARD (VARIABLE RIGHT-OF-WAY), THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY OF PEACHTREE INDUSTRIAL BOULEVARD AND PROCEED ALONG THE SOUTHWESTERLY LINE OF LAND LOT 273 (SAID LAND LOT LINE BEING THE COMMON LINE TO LAND LOTS 273 & 274); THENCE NORTH 30°37'46" WEST FOR A DISTANCE OF 833.36 FEET TO AN IRON PIN PLACED (1/2" REBAR W/CAP), SAID IRON PIN PLACED BEING THE TRUE POINT OF BEGINNING;

FROM THE POINT OF BEGINNING THUS ESTABLISHED, THENCE CONTINUE ALONG THE SOUTHWEST LINE OF LAND LOT 273 NORTH 30°37'46" WEST A DISTANCE OF 262.86 FEET TO AN IRON PIN FOUND (1/2" REBAR) AT THE SOUTHWEST CORNER TO LAND LOT 273 (SAID LAND LOT CORNER BEING THE COMMON CORNER TO LAND LOTS 273, 274, 283, AND 284); THENCE DEPART THE SOUTHWEST CORNER OF LAND LOT 273 AND PROCEED ALONG THE NORTHWEST LINE OF LAND LOT 273 (SAID LAND LOT LINE BEING THE COMMON LINE TO LAND LOTS 273 AND 284) NORTH 60°10'07" EAST FOR A DISTANCE OF 268.53 FEET TO AN IRON PIN PLACED (1/2" REBAR W/CAP); THENCE DEPART THE NORTHWEST LAND LOT LINE 273 AND PROCEED SOUTH 30°36'59" EAST FOR A DISTANCE OF 259.09 FEET TO AN IRON PIN PLACED (1/2" REBAR); THENCE SOUTH 59°21'53" WEST FOR A DISTANCE OF 268.45 FEET TO THE TRUE POINT OF BEGINNING. SAID TRACT OR PARCEL CONTAINING 1.60848 ACRES, OR 70,065 SQUARE FEET.

AND

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 273 OF THE 6TH DISTRICT OF GWINNETT COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN LOCATED AT THE INTERSECTION FORMED BY THE

SOUTHWEST LINE OF LAND LOT 273 AND THE NORTHWESTERLY RIGHT-OF-WAY OF PEACHTREE INDUSTRIAL BOULEVARD (VARIABLE RIGHT-OF-WAY), THENCE DEPART SAID NORTHWESTERLY RIGHT-OF-WAY OF PEACHTREE INDUSTRIAL BOULEVARD AND PROCEED ALONG THE SOUTHWEST LINE OF LAND LOT 273 (SAID LAND LOT LINE BEING THE COMMON LINE TO LAND LOTS 273 & 274); THENCE NORTH 30°37'46" WEST FOR A DISTANCE OF 1096.22 FEET TO AN IRON PIN FOUND (1/2" REBAR) AT THE SOUTHWEST CORNER TO LAND LOT 273 (SAID LAND LOT CORNER BEING THE COMMON CORNER TO LAND LOTS 273, 274, 283, AND 284); THENCE DEPART THE SOUTHWEST CORNER OF LAND LOT 273 AND PROCEED ALONG THE NORTHWEST LINE OF LAND LOT 273 (SAID LAND LOT LINE BEING THE COMMON LINE TO LAND LOTS 273 AND 284) NORTH 60°10'07" EAST FOR A DISTANCE OF 268.53 FEET TO AN IRON PIN PLACED (1/2" REBAR W/CAP) THE TRUE POINT OF BEGINNING;

FROM THE POINT OF BEGINNING THUS ESTABLISHED, THENCE CONTINUING ALONG THE NORTHWEST LAND LOT LINE OF LAND LOT 273 NORTH 60°10'07" EAST, A DISTANCE OF 135.50 FEET TO AN IRON PIN FOUND (1/2" REBAR W/CAP); THENCE SOUTH 30°36'35" EAST FOR A DISTANCE OF 257.19 FEET TO AN IRON PIN PLACED (1/2" REBAR W/CAP); THENCE SOUTH 59°21'53" WEST FOR A DISTANCE OF 135.45 FEET TO A POINT; THENCE NORTH 30°36'59" WEST FOR A DISTANCE OF 259.09 FEET TO THE TRUE POINT OF BEGINNING.

TRACT 2
PARCEL 1

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 273 OF THE 6TH DISTRICT OF GWINNETT COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN LOCATED AT THE INTERSECTION FORMED BY THE SOUTHWEST LINE OF LAND LOT 273 AND THE NORTHWESTERLY RIGHT-OF-WAY OF PEACHTREE INDUSTRIAL BOULEVARD (VARIABLE RIGHT-OF-WAY), THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY OF PEACHTREE INDUSTRIAL BOULEVARD AND PROCEED ALONG THE SOUTHWESTERLY LINE OF LAND LOT 273 (SAID LAND LOT LINE BEING THE COMMON LINE TO LAND LOTS 273 & 274); THENCE NORTH 30°37'46" WEST FOR A DISTANCE OF 833.36 FEET TO AN IRON PIN PLACED (1/2" REBAR W/CAP), SAID IRON PIN PLACED BEING THE TRUE POINT OF BEGINNING;

FROM THE POINT OF BEGINNING THUS ESTABLISHED, THENCE CONTINUE ALONG THE SOUTHWEST LINE OF LAND LOT 273 NORTH 30°37'46" WEST A DISTANCE OF 262.86 FEET TO AN IRON PIN FOUND (1/2" REBAR) AT THE SOUTHWEST CORNER TO LAND LOT 273 (SAID LAND LOT CORNER BEING THE COMMON CORNER TO LAND LOTS 273, 274, 283, AND 284); THENCE DEPART THE SOUTHWEST CORNER OF LAND LOT 273 AND PROCEED ALONG THE NORTHWEST LINE OF LAND LOT 273 (SAID LAND LOT LINE BEING THE COMMON LINE TO LAND

LOTS 273 AND 284) NORTH 60°10'07" EAST FOR A DISTANCE OF 268.53 FEET TO AN IRON PIN PLACED (1/2" REBAR W/CAP); THENCE DEPART THE NORTHWEST LAND LOT LINE 273 AND PROCEED SOUTH 30°36'59" EAST FOR A DISTANCE OF 259.09 FEET TO AN IRON PIN PLACED (1/2" REBAR); THENCE SOUTH 59°21'53" WEST FOR A DISTANCE OF 268.45 FEET TO THE TRUE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINING 1.60848 ACRES, OR 70,065 SQUARE FEET.

AND

PARCEL TWO

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 273 OF THE 6TH DISTRICT OF GWINNETT COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN LOCATED AT THE INTERSECTION FORMED BY THE SOUTHWEST LINE OF LAND LOT 273 AND THE NORTHWESTERLY RIGHT-OF-WAY OF PEACHTREE INDUSTRIAL BOULEVARD (VARIABLE RIGHT-OF-WAY), THENCE DEPART SAID NORTHWESTERLY RIGHT-OF-WAY OF PEACHTREE INDUSTRIAL BOULEVARD AND PROCEED ALONG THE SOUTHWEST LINE OF LAND LOT 273 (SAID LAND LOT LINE BEING THE COMMON LINE TO LAND LOTS 273 & 274); THENCE NORTH 30°37'46" WEST FOR A DISTANCE OF 1096.22 FEET TO AN IRON PIN FOUND (1/2" REBAR) AT THE SOUTHWEST CORNER TO LAND LOT 273 (SAID LAND LOT CORNER BEING THE COMMON CORNER TO LAND LOTS 273, 274, 283, AND 284); THENCE DEPART THE SOUTHWEST CORNER OF LAND LOT 273 AND PROCEED ALONG THE NORTHWEST LINE OF LAND LOT 273 (SAID LAND LOT LINE BEING THE COMMON LINE TO LAND LOTS 273 AND 284) NORTH 60°10'07" EAST FOR A DISTANCE OF 268.53 FEET TO AN IRON PIN PLACED (1/2" REBAR W/CAP) THE TRUE POINT OF BEGINNING;

FROM THE POINT OF BEGINNING THUS ESTABLISHED, THENCE CONTINUING ALONG THE NORTHWEST LAND LOT LINE OF LAND LOT 273 NORTH 60°10'07" EAST, A DISTANCE OF 135.50 FEET TO AN IRON PIN FOUND (1/2" REBAR W/CAP); THENCE SOUTH 30°36'35" EAST FOR A DISTANCE OF 257.19 FEET TO AN IRON PIN PLACED (1/2" REBAR W/CAP); THENCE SOUTH 59°21'53" WEST FOR A DISTANCE OF 135.45 FEET TO A POINT; THENCE NORTH 30°36'59" WEST FOR A DISTANCE OF 259.09 FEET TO THE TRUE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINING 0.80280 ACRES OR 34,970 SQUARE FEET.

SCHEDULE A-1**Hotel Facilities and Other Improvements**

1.	Crowne Plaza Danbury 18 Old Ridgebury Road, Danbury, Connecticut 06810
2.	Doubletree Salt Lake City 5151 Wiley Post Way, Salt Lake City, Utah 84116
3.	Embassy Suites Anaheim North 3100 East Frontera Street, Anaheim, California 92806
4.	Embassy Suites Palm Desert 74-700 Highway 111, Palm Desert, California 92260
5.	Four Points San Jose 1471 North 4th Street, San Jose, Santa Clara County, California 95112
6.	Holiday Inn & Suites San Mateo 330 and 350 North Bayshore Boulevard, San Mateo, California 94401
7.	Queen Mary Long Beach 1126 Queens Hwy, Long Beach, California 90802
8.	Holiday Inn and Suites Anaheim 1240 South Walnut Street, Anaheim, California 92802
9.	Sheraton Pasadena Hotel 303 Cordova Street, Pasadena, California 91101
10.	Westin Sacramento 4800 Riverside Boulevard, Sacramento, California 95822
11.	Holiday Inn Denver East – Stapleton 3333 Quebec Street, Denver, Colorado 80207

12.	Renaissance Denver Stapleton 3801 Quebec Street, Denver, Colorado 80207
13.	Sheraton Denver Tech Center 7007 S Clinton St, Greenwood Village, Colorado 80112
14.	Holiday Inn Resort Orlando Suites - Waterpark 14500 Continental Gateway Drive, Orlando, Florida 32821
15.	Hilton Atlanta Northeast 5993 Peachtree Industrial Boulevard, Norcross, Georgia 30092

SCHEDULE A-2

List of Title Commitments and Existing Surveys

CPDCT Hotel

- Title Commitment # EH2000114FT issued by Fidelity National Title Company, effective date March 1, 2021.
- ALTA/NSPS Land Title Survey, prepared by Holden Engineering & Surveying, Inc., dated March 22, 2019.

DTSLC Hotel

- Title Commitment # 75159 issued by Metro National Title, as agent for Fidelity National Title Company, effective date February 12, 2021.
- ALTA/NSPS Land Title Survey, prepared by American Surveying & Mapping Inc., dated April 1, 2019.

ESAN Hotel

- Title Commitment # 997-30046049-C-TC1, issued by Fidelity National Title Company, effective date February 22, 2021, Amended: March 2, 2021.
- ALTA/NSPS Land Title Survey, prepared by AEI Consultants, dated April 8, 2019.

ESPD Hotel

- Title Commitment # 997-30046050-C-TC1, issued by Fidelity National Title Company, effective date February 22, 2021.
- ALTA/NSPS Land Title Survey, prepared by AEI Consultants, dated April 8, 2019.

FSPJ Hotel

- Title Commitment # 991-30046056-C-KD9, issued by Fidelity National Title Company, effective date February 25, 2021.
- ALTA/NSPS Land Title Survey, prepared by AEI Consultants, dated April 8, 2019.

HISM Hotel

- Title Commitment # 991-30046061-B-KD9, issued by Fidelity National Title Company, effective date February 9, 2021.
- ALTA/NSPS Land Title Survey, prepared by AEI Consultants, dated March 25, 2019.

QM Hotel

- Title Commitment # 997-30046051-E-TC1, issued by Fidelity National Title Company, effective date February 17, 2021.
- ALTA/NSPS Land Title Survey, prepared by AEI Consultants, dated April 15, 2019.

HIA Hotel

- Title Commitment # 997-30046048-C-TC1, issued by Fidelity National Title Company, effective date February 22, 2021, Amended: March 2, 2021.
- ALTA/NSPS Land Title Survey, prepared by AEI Consultants, dated _____.

SP Hotel

- Title Commitment # 997-30046047-C-TC1, issued by Fidelity National Title Company, effective date February 17, 2021, Amended: March 2, 2021.
- ALTA/NSPS Land Title Survey, prepared by AEI Consultants, dated _____.

WS Hotel

- Title Commitment # FSSE-FTO2001061, issued by Fidelity National Title Company, effective date February 23, 2021.
- ALTA/NSPS Land Title Survey, prepared by AEI Consultants, dated _____.

HIDH Hotel

- Title Commitment # N0026796-010-TO2-DK2, issued by Fidelity National Title Company, effective date February 26, 2021.
- ALTA/NSPS Land Title Survey, prepared by AEI Consultants, dated _____.

RDH Hotel

- Title Commitment # N0026806-010-TO2-DK2, issued by Fidelity National Title Company, effective date March 1, 2021.
- ALTA/NSPS Land Title Survey, prepared by AEI Consultants, dated _____.

SDTC Hotel

- Title Commitment # N0026807-010-TO2-DK2, issued by Fidelity National Title Insurance Company, effective date February 26, 2021.
- /ACSM Land Title Survey, prepared by AEI Consultants, dated April 3, 2019.

HIOR Hotel

- Title Commitment # 8346014 - 422000134BM issued by Fidelity National Title Company, effective date December 1, 2020.
- ALTA/NSPS Land Title Survey, prepared by AEI Consultants, dated _____.

HAN Hotel

- Title Commitment # 200662GA issued by Fidelity National Title Company, effective date February 11, 2021.
- ALTA/NSPS Land Title Survey, prepared by AEI Consultants, dated _____.

SCHEDULE A-3**MASTER LESSEES, MANAGEMENT AGREEMENTS, OWNER AGREEMENTS,
FRANCHISE AGREEMENTS AND CARETAKER AGREEMENTS**

<u>Hotel</u>	<u>Master Lessee</u>	<u>Management Agreement</u>	<u>Owner Agreement</u>	<u>Franchise Agreement</u>	<u>Caretaker Agreement</u>
CPDCT Hotel	EHT CPDCT, LLC	None.	None.	License Agreement dated July 17, 2014 between EHT CPDCT, LLC, and IHG, as amended, and all other agreements related or incidental thereto and executed concurrently therewith.	Hotel Caretaker Agreement dated January 15, 2021 between ARL Danbury Management LLC and CPDCT Seller.
DTSLC Hotel	EHT DHSLC, LLC	None.	None.	Franchise Agreement dated May 24, 2019 between Hilton and EHT DHSLC, LLC, as amended, and all other agreements related or incidental thereto and executed concurrently therewith.	Hotel Caretaker Agreement dated January 15, 2021 between ARL Salt Lake Management LLC and DTSLC Seller.
ESAN Hotel	EHT ESAN, LLC	None.	None.	Franchise Agreement dated May 24, 2019 between Hilton and EHT ESAN, LLC, and all other agreements related or incidental thereto and executed concurrently therewith.	Caretaker Agreement dated May 12, 2020 between Evolution Hospitality, LLC, and ESAN Seller.

ESPD Hotel	EHT ESPD, LLC	None.	None.	Franchise Agreement dated May 24, 2019 between Hilton and EHT ESPD, LLC, and all other agreements related or incidental thereto and executed concurrently therewith.	Hotel Caretaker Agreement dated January 15, 2021 between ARL Palm Desert Management L.P. and ESPD Seller.
FPSJ Hotel	EHT FPSJ, LLC	None.	None.	Franchise Agreement dated May 24, 2019 between Marriott and EHT FPSJ, LLC, and all other agreements related or incidental thereto and executed concurrently therewith.	Hotel Caretaker Agreement dated January 15, 2021 between ARL San Jose Management L.P. and FPSJ Seller.
HISM Hotel	EHT HISM, LLC	None.	None.	License Agreement dated September 4, 2013 EHT HISM, LLC, and IHG, as amended, and all other agreements related or incidental thereto and executed concurrently therewith.	Caretaker Agreement dated May 12, 2020 between Evolution Hospitality, LLC, and HISM Seller.
QM Hotel	EHT QMLB, LLC	None.	None.	None.	Caretaker Agreement dated May 12, 2020 between Evolution Hospitality, LLC, and QM Seller.
HIA Hotel	EHT HIA, LLC	None.	None.	License Agreement dated August 5, 2011	Caretaker Agreement dated May 12,

				between EHT HIA, LLC, and IHG, as amended, and all other agreements related or incidental thereto and executed concurrently therewith.	2020 between Evolution Hospitality, LLC, and HIA Seller.
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SP Hotel	EHT SPH, LLC	None.	None.	Franchise Agreement dated May 24, 2019 between Marriott and EHT SPH, LLC, and all other agreements related or incidental thereto and executed concurrently therewith.	Caretaker Agreement dated May 12, 2020 between Evolution Hospitality, LLC, and SP Seller.
WS Hotel	EHT WSAC, LLC	None.	None.	Franchise Agreement dated May 24, 2019 between Marriott and EHT WSAC, LLC, and all other agreements related or incidental thereto and executed concurrently therewith.	Caretaker Agreement dated May 12, 2020 between Evolution Hospitality, LLC, and WS Seller.
HIDH Hotel	EHT HIDH, LLC	Management Agreement dated February 14, 2020 between Crestline Hotels & Resorts, LLC and EHT HIDH, LLC.	Non-Disturbance Agreement dated February 14, 2020 by and among Crestline Hotels & Resorts, LLC, HIDH Seller, and EHT HIDH, LLC.	License Agreement dated October 15, 2015 between HIDH Seller and IHG, and all other agreements related or incidental thereto and executed concurrently therewith.	None.
RDH Hotel	EHT RDH, LLC	Management Agreement dated February 14, 2020 between Crestline Hotels & Resorts, LLC and EHT RDH, LLC.	Non-Disturbance Agreement dated February 14, 2020 by and among Crestline Hotels & Resorts, LLC, RDH Seller and EHT RDH, LLC.	Franchise Agreement dated May 24, 2019 between Marriott and EHT RDH, LLC, and all other agreements related or incidental thereto and executed concurrently	None.

				therewith.	
SDTC Hotel	EHT SDTC, LLC	Management Agreement dated February 14, 2020 between Crestline Hotels & Resorts, LLC and EHT SDTC, LLC.	Non-Disturbance Agreement dated February 14, 2020 by and among Crestline Hotels & Resorts, LLC, SDTC Seller and EHT SDTC, LLC.	Franchise Agreement dated May 24, 2019 between Marriott and EHT SDTC, LLC, and all other agreements related or incidental thereto and executed concurrently therewith.	Caretaker Agreement dated May 26, 2020 between Interstate Management Company, LLC and SDTC Seller.
HIOR Hotel	EHT HIOR, LLC	None.	None.	License Agreement dated November 25, 2014 between EHT HIOR, LLC, and IHG, as amended, and all other agreements related or incidental thereto and executed concurrently therewith.	Caretaker Agreement dated May 12, 2020 between Evolution Hospitality, LLC, and HIOR Seller.
HAN Hotel	EHT HAN, LLC	Management Agreement dated December 18, 2013 between Crestline Hotels & Resorts, LLC and HAN Seller, as amended and assigned.	Non-Disturbance Agreement dated February 14, 2020 by and among Crestline Hotels & Resorts, LLC, HAN Seller and EHT HAN, LLC.	Franchise Agreement dated May 24, 2019 between Hilton and EHT HAN, LLC, and all other agreements related or incidental thereto and executed concurrently therewith.	None.

SCHEDULE A-4**Purchase Price Allocation for Designated Hotels and QM Hotel**

<u>Hotel</u>	<u>Allocated Purchase Price</u>	<u>Allocated Deposit Amount</u>
SDTC Hotel	\$8,500,000	\$850,000
FPSJ Hotel	\$33,500,000	\$3,350,000
DTSLC Hotel	\$27,500,000	\$2,750,000
ESPD Hotel	\$17,500,000	\$1,750,000
ESAN Hotel	\$26,000,000	\$2,600,000
HAN Hotel	\$33,000,000	\$3,300,000
QM Hotel	\$15,000,000	\$1,500,000

EXHIBIT A

FORM OF BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”), dated as of _____, 2021, by and between _____ (collectively, “Assignor”), and _____, a _____ (“Assignee”).

Background

This Agreement is being executed and delivered pursuant to that certain Agreement of Purchase and Sale dated as of _____, 2021 (as assigned and/or amended, the “Purchase Agreement”) between Assignor, as seller, and Assignee, as buyer. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

Assignment and Assumption

In consideration of Ten Dollars (\$10.00) in hand paid by Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer and set over unto Assignee, to the extent assignable, all of Assignor’s right, title and interest in and to (collectively, the “Assigned Property”):

- (i) all Designated Contracts and Designated Leases;
- (ii) all Warranties;
- (iii) all Bookings at the Hotel for dates after the date hereof;
- (iv) FF&E, the Property and Equipment, the Inventories and the Retail Merchandise;
- (v) the Intangible Property; and
- (vi) the Licenses and Permits.

TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, from and after the date hereof, subject to the terms, covenants, conditions and provisions contained in the Agreements.

Assignee hereby assumes the performance of all of the terms, covenants and conditions of the Assigned on the Assignor’s part to be performed thereunder from and after the date hereof and will perform all of the terms, covenants and conditions with respect to the Assigned Property arising or accruing from and after the date hereof, all with the same force and effect as though the Assignee had signed such Assigned Property as a party named therein.

This Assignment is made without warranty or representation, express or implied, by, or recourse against, Assignor of any kind or nature whatsoever except as expressly provided in the Purchase Agreement.

EXCEPT AS SET FORTH HEREIN, THE ASSIGNED PROPERTY IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. ASSIGNEE ACKNOWLEDGES AND AGREES THAT UPON THE EFFECTIVE DATE, ASSIGNOR SHALL SELL AND CONVEY ALL OF EACH OF SUCH ASSIGNOR’S RIGHT, TITLE AND INTEREST IN AND TO THE ASSIGNED PROPERTY TO BUYER AND BUYER SHALL ACCEPT THE ASSIGNED PROPERTY “AS IS, WHERE IS, WITH ALL FAULTS.” BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND NO ASSET SELLER IS LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE ASSIGNED PROPERTY ASSETS OR RELATING THERETO MADE OR FURNISHED BY ASSIGNOR OR ITS AFFILIATES OR REPRESENTATIVES, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, EXCEPT FOR ANY REPRESENTATIONS OR WARRANTIES EXPRESSLY STATED HEREIN. BUYER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE ASSIGNED PROPERTY IS BEING SOLD “AS IS, WHERE IS, WITH ALL FAULTS.”

This Assignment may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the Assignor and Assignee have duly executed this instrument as of the day first above written.

ASSIGNOR:

_____,
a _____

By: _____
Name:
Title:

ASSIGNEE:

_____,
a _____

By: _____
Name:
Title:

EXHIBIT B

BIDDING PROCEDURES ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

	X	
	:	
In re:	:	Chapter 11
	:	
EHT US1, Inc., <i>et al.</i> ,	:	Case No. 21-10036 (CSS)
	:	
	:	(Jointly Administered)
Debtors. ¹	:	
	X	

**ORDER (I) APPROVING (A) BIDDING PROCEDURES, (B) DESIGNATION OF
STALKING HORSE BIDDER AND STALKING HORSE BID PROTECTIONS,
(C) SCHEDULING AUCTIONS AND SALE HEARING, (D) FORM AND MANNER OF
NOTICE OF SALE, AUCTIONS, AND SALE HEARING, AND (E) ASSUMPTION
AND ASSIGNMENT PROCEDURES AND (II) GRANTING RELATED RELIEF**

*Upon the Motion of Debtors for Entry of Orders (I) Approving (A) Bidding
Procedures, (B) Designation of Stalking Horse Bidder and Stalking Horse Bid Protections, (C)
Form and Manner of Notice of Sale, Auctions, and Sale Hearing, and (D) Assumption and
Assignment Procedures, (II) Scheduling Auctions and Sale Hearing, (III) Approving (A) Sale of
Substantially All of Debtors' Assets Free and Clear of Liens, Claims, Interests, and
Encumbrances, and (B) Assumption and Assignment of Executory Contracts and Unexpired*

¹ The Debtors in these chapter 11 cases, along with the last four digits of each debtor's tax identification number, as applicable, are as follows: EHT US1, Inc. (6703); 5151 Wiley Post Way, Salt Lake City, LLC (1455); ASAP Cayman Atlanta Hotel LLC (2088); ASAP Cayman Denver Tech LLC (7531); ASAP Cayman Salt Lake City Hotel LLC (7546); ASAP Salt Lake City Hotel, LLC (7146); Atlanta Hotel Holdings, LLC (6450); CI Hospitality Investment, LLC (7641); Eagle Hospitality Real Estate Investment Trust (7734); Eagle Hospitality Trust S1 Pte Ltd. (7669); Eagle Hospitality Trust S2 Pte Ltd. (7657); EHT Cayman Corp. Ltd. (7656); Sky Harbor Atlanta Northeast, LLC (6846); Sky Harbor Denver Holdco, LLC (6650); Sky Harbor Denver Tech Center, LLC (8303); UCCONT1, LLC (0463); UCF 1, LLC (6406); UCRDH, LLC (2279); UCHIDH, LLC (6497); Urban Commons 4th Street A, LLC (1768); Urban Commons Anaheim HI, LLC (3292); Urban Commons Bayshore A, LLC (2422); Urban Commons Cordova A, LLC (4152); Urban Commons Danbury A, LLC (4388); Urban Commons Highway 111 A, LLC (4497); Urban Commons Queensway, LLC (6882); Urban Commons Riverside Blvd., A, LLC (4661); and USHIL Holdco Member, LLC (4796). The Debtors' mailing address is 3 Times Square, 9th Floor New York, NY 10036 c/o Alan Tantleff (solely for purposes of notices and communications).

Leases, and (IV) Granting Related Relief, (Docket No. [●]) (the “Motion”),² and the *Declaration of Larry Kwon in Support of Motion of Debtors for Entry of Orders (I) Approving (A) Bidding Procedures, (B) Designation of Stalking Horse Bidder and Stalking Horse Bid Protections, (C) Form and Manner of Notice of Sale, Auctions, and Sale Hearing, and (D) Assumption and Assignment Procedures, (II) Scheduling Auctions and Sale Hearing, (III) Approving (A) Sale of Substantially All of Debtors’ Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, and (B) Assumption and Assignment of Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief* (Docket No. [●]) (the “Kwon Declaration”), each filed by EHT US1, Inc. and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”), pursuant to sections 105(a), 363, 365, 503, and 507 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002, 6004, 6006, 9007, 9008, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Rules 2002-1, 6004-1, and 9006-1 of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware (the “Local Rules”) for entry of an order (i) approving the bidding procedures, substantially in the form attached hereto as **Exhibit 1** (the “Bidding Procedures”) in connection with the sale of substantially all of the Debtors’ Assets (as defined in the Stalking Horse Agreement) (subject to certain exceptions); (ii) authorizing the Debtors to designate Madison Phoenix LLC (the “Stalking Horse Bidder”) as the stalking horse bidder (iii) approving the Bid Protections (as defined in the Motion) proposed to be granted in accordance with the terms and conditions of the Bidding Procedures and the Stalking Horse Agreement (as defined herein); (iv) authorizing and

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion or Bidding Procedures (as defined herein), as applicable.

scheduling auctions (the “Auctions”) and scheduling a hearing (the “Sale Hearing”) with respect to the approval of a proposed sale transaction (the “Sale Transaction”); (v) authorizing and approving the form and manner of notice of (a) Debtors’ entry into that certain *Agreement of Purchase and Sale*, executed March [•], 2021 (together with the exhibits thereto, as may be amended, modified, or supplemented from time to time in accordance with the terms thereof, the “Stalking Horse Agreement”) attached hereto as **Exhibit 4**, for the sale of substantially all of the Assets to the Stalking Horse Bidder (the “Stalking Horse Bid”); (b) Auctions, if any; and (c) Sale Hearing, substantially in the form attached hereto as **Exhibit 2** (the “Sale Notice”); (vi) approving the procedures set forth herein (the “Assumption and Assignment Procedures”) for the assumption and assignment of the Debtors’ executory contracts and unexpired leases (the “Designated Contracts and Designated Leases”) to the Stalking Horse Bidder or the Successful Bidder and the determination of the amount necessary to cure any defaults thereunder (the “Cure Costs”); (vii) authorizing and approving the form and manner of notice to each relevant non-Debtor counterparty to an executory contract or unexpired lease (collectively, the “Counterparties”) regarding the Debtors’ assumption and assignment of the Designated Contracts and Designated Leases to the Successful Bidder (as defined herein) and of the Debtors’ calculation of the Cure Costs, substantially in the form attached hereto as **Exhibit 3** (the “Cure Notice”); and (viii) granting related relief; all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware* dated February 29, 2012; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and

due and proper notice of the Motion having been provided to the Sale Notice Parties (as defined in the Motion), and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and this Court having held a hearing to consider the relief requested in the Motion; and upon the record of the hearing; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interest; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:³

A. Jurisdiction. This Court has jurisdiction to hear and determine the Motion and to grant the relief requested herein pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. Statutory and Legal Predicates. The statutory and legal predicates for the relief requested in the Motion are sections 105(a), 363, 365, 503, and 507 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9007, 9008, and 9014 and Local Rules 2002-1, 6004-1, and 9006-1.

³ The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. Sale Process. The Debtors and their advisors, including Moelis & Company LLC (“Moelis”), engaged in a robust and extensive sale process prior to the execution of the Stalking Horse Agreement to solicit and develop the highest or best offer for the Assets.

D. Designation of Stalking Horse Bid. The Stalking Horse Bid as reflected in the Stalking Horse Agreement represents the highest and best offer the Debtors have received to date during their sale process to purchase the Assets in accordance with the Bidding Procedures. The Stalking Horse Agreement provides the Debtors with the opportunity to sell the Assets in order to preserve and realize their going concern value and provide a floor for a further marketing and auction process. Without the Stalking Horse Bid, the Debtors would likely realize a lower price for the Assets. As such, the contributions of the Stalking Horse Bidder to the process have indisputably provided a substantial benefit to the Debtors, their estates, and creditors in these chapter 11 cases. The Stalking Horse Bid will enable the Debtors to continue their operations, minimize disruption to the Debtors’ business, and secure a fair and adequate baseline price for the Assets at the Auctions (if any), and, accordingly, will provide a clear benefit to the Debtors’ estates, their creditors, and all other parties in interest. The Deposit to be made by the Stalking Horse Bidder under the terms of the Stalking Horse Agreement is reasonable given the complexity and size of the Sale Transaction, and the terms related to the Deposit, including without limitation, that the Deposit shall not constitute DIP Collateral for purposes of the DIP Facility or Final DIP Order (as defined in the Stalking Horse Agreement), are reasonable under the circumstances of the Sale Transaction.

E. Designation of Stalking Horse Bidder. The Stalking Horse Bidder shall act as the “stalking horse bidder” pursuant to the Stalking Horse Agreement and the Stalking Horse Bid shall be subject to higher or better offers in accordance with the Bidding Procedures.

The Stalking Horse Bidder is not an “insider” or “affiliate” of any of the Debtors, as those terms are defined in section 101 of the Bankruptcy Code, and no common identity of incorporators, directors, or controlling stockholders exists between the Stalking Horse Bidder and the Debtors. Pursuit of the Stalking Horse Bidder as a “stalking-horse” bidder and its Stalking Horse Bid as a “stalking-horse” purchase agreement is in the best interests of the Debtors and the Debtors’ estates and creditors, and it reflects a sound exercise of the Debtors’ business judgment.

F. Stalking Horse Bid Protections. The Bid Protections (i) have been negotiated by the Stalking Horse Bidder and the Debtors and their respective advisors at arm’s length and in good faith and (ii) are necessary to ensure that the Stalking Horse Bidder will continue to pursue its Stalking Horse Agreement and the Sale Transaction contemplated thereby. The Termination Payment (as defined in the Stalking Horse Agreement), to the extent payable under the Stalking Horse Agreement, (a)(x) is an actual and necessary cost and expense of preserving the Debtors’ estates within the meaning of section 503(b) of the Bankruptcy Code and (y) shall be treated as an allowed superpriority administrative expense claim against the Debtors’ estates pursuant to sections 105(a), 364, 503(b), and 507(a)(2) of the Bankruptcy Code, (b) is commensurate to the real and material benefits conferred upon the Debtors’ estates by the Stalking Horse Bidder, and (c) is fair, reasonable, and appropriate, including in light of the size and nature of the Sale Transaction and the efforts that have been and will be expended by the Stalking Horse Bidder. The Stalking Horse Bid Protections are a material inducement for, and condition of, the Stalking Horse Bidder’s execution of the Stalking Horse Agreement.

G. Bidding Procedures. The Debtors have articulated good and sufficient business reasons for the Court to approve the Bidding Procedures. The Bidding Procedures are fair, reasonable, and appropriate under the circumstances and designed to maximize the recovery

on, and realizable value of, the Assets, as determined by the Debtors' sound business judgment. The Bidding Procedures were negotiated in good faith and at arms' length and are reasonably designed to promote a competitive and robust bidding process to generate the greatest level of interest in all or part of the Debtors' Assets, resulting in the highest or otherwise best offer, while providing the Debtors significant flexibility in how to best effectuate the sale through section 363 of the Bankruptcy Code or a plan of reorganization and also permitting the Debtors to determine to forego the sale of the Assets altogether if the Debtors determine that doing so is in the best interests of their estates. The Bidding Procedures comply with the requirements of Local Rule 6004-1(c).

H. Assumption and Assignment Provisions. The Debtors have articulated good and sufficient business reasons for the Court to approve the Assumption and Assignment Procedures and the Assumption and Assignment Procedures, including the form of the Sale Notice attached hereto as **Exhibit 2** and the form of the Cure Notice attached hereto as **Exhibit 3**, are fair, reasonable, and appropriate. The Assumption and Assignment Procedures provide an adequate opportunity for all Counterparties to raise any objections to the proposed assumption and assignment or the proposed Cure Costs. The Assumption and Assignment Procedures comply with the provisions of section 365 of the Bankruptcy Code and Bankruptcy Rule 6006.

I. Cure Notice. The Cure Notice, the form of which is attached hereto as **Exhibit 3**, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Assumption and Assignment Procedures, as well as any and all objection deadlines related thereto, and no other or further notice shall be required for the Motion and the procedures described therein, except as expressly required herein.

J. Sale Notice. The Sale Notice, the form of which is attached hereto as **Exhibit 2**, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Bidding Procedures, the Assumption and Assignment Procedures, the Auctions, the Sale Hearing, and the Sale Transaction (including the sale of the Assets as set forth under the Stalking Horse Bid) free and clear of any liens, claims, encumbrances, or interests pursuant to section 363(f) of the Bankruptcy Code (provided, however, that any such liens, claims, encumbrances, or interests shall attach to the proceeds of the sale of the applicable Assets), and any and all objection deadlines related thereto, and no other or further notice shall be required for the Sale Motion, the Sale Transaction, or the assumption and assignment of the Designated Contracts and Designated Leases except as expressly required herein.

K. Notice. Good and sufficient notice of the relief sought in the Motion has been provided under the circumstances, and no other or further notice is required, except as set forth in the Bidding Procedures and the Assumption and Assignment Procedures. A reasonable opportunity to object and be heard regarding the relief granted herein has been afforded to all parties in interest, including those persons and entities entitled to notice pursuant to Bankruptcy Rule 2002.

L. The Debtors have articulated good and sufficient business reasons for the Court to approve (i) the Bidding Procedures, (ii) the Assumption and Assignment Procedures, (iii) the Stalking Horse Bid Protections, and (iv) the form and manner of notice of the Auctions and the Sale Hearing for the Sale Transaction.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is granted to the extent set forth herein.

2. All objections to the relief granted herein that have not been withdrawn with prejudice, waived, or settled, and all reservations of rights included in such objections, are hereby overruled and denied on the merits with prejudice.

3. The Bidding Procedures are hereby approved in their entirety, are incorporated herein by reference, and shall govern the bids and proceedings related to the sale of the Assets and the Auctions. The failure to specifically include or reference any particular provision of the Bidding Procedures in the Motion or this Order shall not diminish or otherwise impair the effectiveness of such procedures, it being the Court's intent that the Bidding Procedures are approved in their entirety, as if fully set forth in this Order. The Debtors are authorized to take all actions necessary or appropriate to implement the Bidding Procedures.

Stalking Horse Bid Protections

4. The Stalking Horse Bid shall be subject to higher or otherwise better Qualified Bids, in accordance with the terms and procedures of the Bidding Procedures.

5. The Bid Protections are approved in their entirety. The Termination Payment, and the components thereof as applicable, shall be payable in accordance with, and subject to the terms of, the Stalking Horse Agreement and the Bidding Procedures.

6. The Break-Up Fee and the Expense Reimbursement shall constitute allowed superpriority administrative expense claims pursuant to sections 105(a), 503(b), and 507(a)(2) of the Bankruptcy Code with priority over all other administrative expenses of the kind specified in section 503(b) of the Bankruptcy Code, other than, and subject and subordinate in all respects to, the Carve-Out (as defined in the Final DIP Order). Debtors are hereby authorized and directed to pay the Break-Up Fee and Expense Reimbursement, if and when due, in accordance with the terms of the Stalking Horse Agreement and this Order without further order of the Court. The Debtors' obligation to pay the Expense Reimbursement and Break-Up Fee

shall be the joint and several obligations of the Debtors and shall survive termination of the Stalking Horse Agreement, dismissal or conversion of any of the Chapter 11 Cases, and confirmation of any plan of reorganization or liquidation.

No proceeds of DIP Loans or DIP Collateral (each as defined in the Final DIP Order) may be used directly or indirectly by any Debtor or any other person, party or entity in connection with the initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation against the Stalking Horse Bidder or any of its respective predecessors-in-interest, agents, affiliates, representatives, attorneys, or advisors, or any action purporting to do the foregoing in respect of this Order, the Bidding Procedures, the Stalking Horse Agreement, or the Sale Transaction.

Bidding Procedures

7. The Bidding Procedures, attached hereto as **Exhibit 1**, are fully incorporated herein and approved, and shall apply with respect to any bids for, and the Auctions and sale of the Debtors' Assets, including the Assets set forth in the Stalking Horse Agreement. The procedures and requirements set forth in the Bidding Procedures, including those associated with submitting a "Qualified Bid" (as defined herein), are fair, reasonable and appropriate, and are designed to maximize recoveries for the benefit of the Debtors' estates, creditors, and other parties in interest. The Debtors are authorized to take all actions necessary or appropriate to implement the Bidding Procedures in accordance with the terms of this Order and the Bidding Procedures.

8. The deadline for submitting Bids (the "**Bid Deadline**") is **May 14, 2021 at 4:00 p.m. (prevailing Eastern Time)**; provided, that the Debtors shall have the right to extend the Bid Deadline, after consultation with advisors to the Committee, in their reasonable business judgment, for all or certain Potential Bidders, without further order of the Court, subject to

providing prior notice to advisors to the Committee (as defined in the Motion), the Stalking Horse Bidder, and all Potential Bidders (as defined in Bidding Procedures). Any party that does not submit a Qualified Bid by the Bid Deadline in accordance with the Bidding Procedures will not be allowed to (a) submit any offer after the Bid Deadline or (b) participate in the Auctions.

9. The Stalking Horse Bidder is a Qualified Bidder and the bid reflected in the Stalking Horse Bid (including as it may be increased at the Auctions (if any)) is a Qualified Bid, as set forth in the Bidding Procedures. Subject to the terms of the Bidding Procedures, in the event of a competing Qualified Bid, the Stalking Horse Bidder will be entitled, but not obligated, to submit overbids and shall have the unqualified right to “credit bid” up to the full amount of the DIP Obligations (as defined in the DIP Credit Agreement) in any such overbids.

Notwithstanding anything to the contrary in this Order or the Bidding Procedures, every dollar of a credit bid shall be treated the same as a dollar from a cash bid, and a cash bid shall not be deemed higher or otherwise better solely for the reason that it is a cash bid and not a credit bid.

10. All Potential Bidders submitting bids determined by the Debtors, after consultation with advisors to the Committee, to be “Qualified Bids” in accordance with the Bidding Procedures are deemed to have submitted to the exclusive jurisdiction of this Court with respect to all matters related to the Auctions and the terms and conditions of the sale or transfer of the Assets.

11. To qualify as a Qualified Bid, each such bid must comply with all the applicable requirements set forth in the Bidding Procedures.

12. The Debtors shall have the right, in their reasonable business judgment, after consultation with advisors to the Committee, in a manner consistent with their fiduciary duties, and applicable law, to modify the Bidding Procedures, including to (a) waive terms and

conditions set forth in the Bidding Procedures with respect to any Potential Bidder; (b) extend the deadlines set forth in the Bidding Procedures; and (c) announce at the Auctions modified or additional procedures for conducting the Auctions, in each case, to the extent not materially inconsistent with the Bidding Procedures and this Order; provided, that any modification or other adjustment to the Bidding Procedures shall be materially consistent with the Stalking Horse Agreement and otherwise not disproportionately adversely affect the Stalking Horse Bidder. Nothing in the Bidding Procedures or this Order shall require the Debtors to take any action, or refrain from taking any action to the extent the Debtors determine, based on the advice of counsel, that taking such action, or refraining from taking such action, as applicable, is required to comply with applicable law or its fiduciary obligations under applicable law. Except as provided in the Stalking Horse Agreement, nothing in the Bidding Procedures or this Order shall obligate the Debtors to consummate or pursue any transaction with respect to any Asset with a Qualified Bidder.

13. The Debtors shall identify those bids that qualify as Qualified Bids (each bidder that submits such a Qualified Bid being a “Qualified Bidder”) by **May 18, 2021 at 4:00 p.m. (prevailing Eastern Time)**. If more than one Qualified Bid is timely received (in addition to the Stalking Horse Bid), the Auctions shall be conducted virtually pursuant to procedures to be timely filed on the Bankruptcy Court’s docket, on **May 20, 2021 at 10:00 a.m. (prevailing Eastern Time)** or at such other time and location as the Debtors, after consultation with advisors to the Committee, after providing notice to the Qualified Bidders, may determine in their reasonable business judgment.

14. Only Qualified Bidders will be eligible to participate in the Auctions, subject to such limitations as the Debtors may impose in good faith, after consultation with

advisors to the Committee; provided, however, that all creditors may attend (but not participate in) the Auctions if such creditor provides the Debtors with written notice of its intention to attend such Auctions on or before one (1) business day prior to the Auctions, which written notice shall be sent to proposed counsel for the Debtors via electronic mail at lucdespins@paulhastings.com and alexbongartz@paulhastings.com. The Debtors may, in their reasonable discretion, after consultation with the Committee's advisors, also establish a reasonable limit on the number of representatives and/or professional advisors that may appear on behalf of or accompany the Qualified Bidders at the Auctions. The proceedings of the Auctions shall be transcribed or videotaped, at the Debtors' option.

15. Absent further order of the Court, no Qualified Bidder (other than the Stalking Horse Bidder solely as provided herein and in the Stalking Horse Agreement) shall be entitled to any expense reimbursement, break-up fee, termination fee, or other similar fee or payment in connection with any Sale Transaction, and by submitting a bid, such Qualified Bidder is deemed to have waived their right to request or to file with this Court any request for expense reimbursement or any fee of any nature, whether by virtue of section 503(b) of the Bankruptcy Code or otherwise.

16. If the Stalking Horse Bid, as reflected in the Stalking Horse Agreement is the only Qualified Bid in respect of the Assets that is received by the Debtors by the Bid Deadline, the Debtors shall not conduct Auctions for the Assets, and the Stalking Horse Bidder shall be deemed the Successful Bidder and the Stalking Horse Bid shall be deemed the Successful Bid. In such circumstances, the Debtors shall notify the Court and publish such notice on the Claims Agent Website prior to the date on which the Auctions was scheduled to occur.

17. The Debtors may, in the exercise of their business judgment, and after consultation with advisors to the Committee, identify the highest or otherwise best Qualified Bid(s) as the successful bid(s) (a “Successful Bid” and, the bidder submitting such bid, a “Successful Bidder”). Subject to the Bidding Procedures, the Debtors, after consultation with advisors to the Committee, may also identify which Qualified Bid(s) constitute the second highest or otherwise best bid(s) and deem such second highest or otherwise best bid(s) a back-up bid (such bid(s) shall each be a “Back-Up Bid” and, the bidder submitting such bid, a “Back-Up Bidder”).

18. No later than **May 21, 2021 at 4:00 p.m. (prevailing Eastern Time)** the Debtors shall (i) file with the Bankruptcy Court and post on the Claims Agent Website a notice of the Successful Bid(s), Successful Bidder(s), Back-Up Bid(s), and Back-Up Bidder(s), and (ii) provide or cause to be provided to affected Counterparties information supporting the Successful Bidder’s ability to comply with the requirements to provide adequate assurance of future performance under Bankruptcy Code section 365(f)(2) and, if applicable, Bankruptcy Code section 365(b)(3), including, to the extent reasonably available and applicable, the Successful Bidder’s financial wherewithal and willingness to perform under applicable Designated Contracts and Designated Leases (each as defined in the Stalking Horse Agreement), as provided in such Successful Bidder’s bid. For the avoidance of doubt, nothing in this paragraph shall alter the requirement that, if the Debtors receive no Qualified Bids other than the Stalking Horse Bid, the Stalking Horse Bidder shall be deemed the Successful Bidder and the Stalking Horse Bid shall be deemed a Successful Bid.

Sale Hearing and Sale Objection Deadline

19. If the Debtors elect, after consultation with the Committee, to proceed with a Sale Transaction pursuant to a sale under section 363 of the Bankruptcy Code, the Debtors will seek the entry of an order authorizing and approving, among other things, the Sale

Transaction in which all or some of the assets of the Debtors or the Debtors' business will be sold to the applicable Successful Bidder at a hearing before the Court to be held on **May 28, 2021 at [●] [a.m./p.m.] (prevailing Eastern Time)** (the "Sale Hearing"). The Sale Hearing may be adjourned by this Court or the Debtors from time to time without further notice other than by announcement in open court or through the filing of a notice or other document on this Court's docket.

20. Objections to any Sale Transactions, including any objection to the sale of any Assets free and clear of liens, claims, encumbrances, and other interests (each, a "Sale Objection"), must: (i) be in writing; (ii) state the name and address of the objecting party and the amount and nature of the claim or interest of such party; (iii) state with particularity the basis and nature of any objection, and provide proposed language that, if accepted and incorporated by the Debtors, would obviate such objection; (iv) conform to the Bankruptcy Code, Bankruptcy Rules, and Local Rules; and (v) be filed with the Bankruptcy Court and be served on the Objection Notice Parties (as defined in the Sale Notice) by **May 14, 2021 at 4:00 p.m. (prevailing Eastern Time)** (the "Sale Objection Deadline"). All Sale Objections will be heard by this Court at the Sale Hearing.

21. Objections solely to the conduct of the Auctions (if held), the selection of the Successful Bidder (other than the Stalking Horse Bidder), or the approval of the Sale with the Successful Bidder (other than the Stalking Horse Bidder) (each, a "Supplemental Objection") must be (i) filed in accordance with the Bidding Procedures, (ii) filed with the Bankruptcy Court, and (iii) served on the Objection Notice Parties on or before **May 24, 2021 at 4:00 p.m. (prevailing Eastern Time)** (the "Supplemental Objection Deadline").

22. The failure of any objecting person or entity to timely file and serve a Sale Objection on the Objection Notice Parties shall be a bar to the assertion, at the Sale Hearing or thereafter, of any objection to the Motion, or to the consummation and performance of a Sale Transaction, including the transfer of the Assets to the Successful Bidder, free and clear of all liens, claims, encumbrances, and interests pursuant to section 363(f) of the Bankruptcy Code; provided, however, that any such liens, claims, encumbrances, or interests shall attach to the proceeds of the sale of the applicable Assets. Failure to object shall constitute consent for the purposes of sections 363(f), 1123 and 1141(c), as applicable, of the Bankruptcy Code.

23. Any party who fails to (i) file a Sale Objection with the Bankruptcy Court and serve it on the Objection Notice Parties by the Sale Objection Deadline or (ii) file a Supplemental Objection on the Objection Notice Parties by the Supplemental Objection Deadline will be forever barred from asserting, at the Sale Hearing or thereafter, any objection to the consummation of the applicable Sale Transaction, any Supplemental Objection, and any related relief requested by the Debtors.

Notice of Sale Transaction

24. The Sale Notice, substantially in the form attached hereto as **Exhibit 2**, is approved, and no other or further notice of the Assumption and Assignment Procedures, the Auctions, the Sale Hearing, the Sale Objection Deadline, the Supplemental Objection Deadline, and the Sale Transaction shall be required if the Debtors serve and publish such notice, in the manner provided in the Bidding Procedures and this Order. The Sale Notice contains the type of information required under Bankruptcy Rule 2002 and Local Rule 6004-1, and complies in all respects with applicable provisions of the Bankruptcy Code, Bankruptcy Rules, and Local Rules.

25. All parties in interest shall receive or be deemed to have received good and sufficient notice of: (a) the Motion; (b) the Assumption and Assignment Procedures,

including the proposed assumption and assignment of the Designated Contracts and Designated Leases to the Successful Bidder; (c) the Auctions; (d) the Sale Objection Deadline and Supplemental Objection Deadline; (e) the Sale Transaction, including the sale of the Assets (as set forth under the Stalking Horse Bid); (f) the effect of the Sale Transaction on liens, claims, encumbrances, and other interests; and (g) the Sale Hearing, and no further notice of the foregoing shall be required, if:

- (a) As soon as practicable, but no later than three (3) calendar days after entry of this Order, the Debtors cause the Sale Notice to be filed with this Court and served by email, mail, facsimile, or overnight delivery on: (1) counsel for the Stalking Horse Bidder; (2) advisors to the Committee; (3) all Persons known by the Debtors to have expressed an interest to the Debtors in a transaction with respect to the Assets in whole or in part during the past twelve (12) months; (4) all entities known by the Debtors to have asserted any lien, claim, encumbrance, or other interest in the Assets (for whom identifying information and addresses are available to the Debtors); (5) all non-Debtor parties to the Designated Contracts and Designated Leases (for whom identifying information and addresses are available to the Debtors); (6) any Governmental Unit (as defined in section 101(27) of the Bankruptcy Code) known to have a claim in these chapter 11 cases; (7) the United States Attorney for the District of Delaware; (8) the Office of the Attorney General in each state in which the Debtors operate; (9) the Office of the Secretary of State in each state in which the Debtors operate or are organized; (10) the Debtors' known creditors (for whom identifying information and addresses are available to the Debtors); and (11) all other Persons requesting notice under Bankruptcy Rule 2002 or as directed by this Court (for whom identifying information and addresses are available to the Debtors); and
- (b) As soon as practicable, but no later than five (5) business days after entry of this Order, the Debtors shall cause the Sale Notice to be published on the Claims Agent Website and once each in the national edition of *USA Today*, the *Los Angeles Times*, and the *Straits Times*. The Debtors shall also cause the Sale Notice to be published as required by the securities laws of Singapore.

Assumption and Assignment Procedures

26. The Assumption and Assignment Procedures are reasonable and appropriate under the circumstances, fair to all non-Debtor parties, comply in all respects with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, and are approved.

27. The Cure Notice, substantially in the form attached hereto as **Exhibit 3**, is reasonable, fair, and appropriate, contains the type of information required under Bankruptcy Rule 2002 and 6006, and complies in all respects with applicable provisions of the Bankruptcy Code, Bankruptcy Rules, and Local Rules, and is hereby approved. It is reasonably calculated to provide sufficient notice to the Counterparties of the Debtors' intent to assume and assign the Designated Contracts and Designated Leases the Stalking Horse Bidder (or as otherwise contemplated by the Stalking Horse Bid) or to a Successful Bidder other than the Stalking Horse Bidder, in connection with the Sale Transaction and constitutes adequate notice thereof.

28. The Debtors shall file the Cure Notice with this Court and serve the Cure Notice on the Counterparties no later than three (3) business days after entry of this Order. Service of the Cure Notice in accordance with this Order on all Counterparties is hereby deemed to be good and sufficient notice of the Cure Costs for, and the proposed assumption and assignment of, the Designated Contracts and Designated Leases to the Successful Bidder (or as otherwise contemplated by the Successful Bid). As soon as reasonably practicable after serving the Cure Notice, the Debtors shall post a copy of the Cure Notice on the Claims Agent Website.

29. Upon service of the Cure Notice, all Counterparties shall receive or be deemed to have received good and sufficient notice of the Cure Costs for, and the proposed assumption and assignment of, the Designated Contracts and Designated Leases to the Successful Bidder or as otherwise contemplated by the Successful Bid.

30. All objections to any proposed Cure Costs (each, a “Cure Objection”) and to the provision of adequate assurance of future performance (each, an “Adequate Assurance Objection”) must: (a) be in writing; (b) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules; (c) state, with specificity, the legal and factual basis thereof, including, with respect to a Cure Objection, what Cure Costs the objecting party believes are required; (d) include any appropriate documentation in support thereof; and (e) be filed with this Court and served on the Objection Notice Parties (as defined in the Cure Notice) by the deadline set forth in the applicable Cure Notice.

31. Any Cure Objection or Adequate Assurance Objection with respect to the Stalking Horse Bidder must be filed and served on or before the date that is fourteen (14) days after service of the Cure Notice. Any Adequate Assurance Objection with respect to any other Successful Bidder must be filed and served by the Supplemental Objection Deadline. If a timely Cure Objection or Adequate Assurance Objection is received and such objection cannot otherwise be resolved by the parties, such objection shall be heard at the Sale Hearing or such later date as the Debtors determine prior to the scheduled closing of the Sale Transaction.

32. To the extent the Debtors identify at any time after the Cure Notice is served, additional Designated Contracts and Designated Leases to be assumed and assigned to the Successful Bidder (or as otherwise contemplated by the Successful Bid), the Debtors shall file with this Court and serve by first class mail on the relevant Counterparty to such Designated Contract or Designated Lease a supplemental Cure Notice (each, a “Supplemental Cure Notice,” the form of which shall be substantially similar to the form of Cure Notice attached hereto as **Exhibit 3**). Any (x) Cure Objection with respect to Cure Costs set forth in a Supplemental Cure Notice and (y) Adequate Assurance Objection with respect to the assumption and assignment of

the Designated Contract or Designated Lease(s) set forth in such Supplemental Cure Notice must be filed within ten (10) calendar days of service of that Supplemental Cure Notice.

33. If no timely Cure Objection is filed and served in respect of a Designated Contract or Designated Lease, the Cure Cost identified on the Cure Notice or a Supplemental Cure Notice, as applicable, will be the only amount necessary under section 365(b) of the Bankruptcy Code to cure all defaults under such Designated Contract or Designated Lease. Any party failing to timely file a Cure Objection shall be forever barred from objecting to the Cure Costs and from asserting any additional cure or other amounts against the Debtors, their estates, or the Successful Bidder(s).

34. If no timely Adequate Assurance Objection is filed and served with respect to a Designated Contract or Designated Lease, the Successful Bidder (or any other entity contemplated by the Successful Bid) will be deemed to have provided adequate assurance of future performance for such Designated Contract or Designated Lease in accordance with section 365(f)(2)(B) of the Bankruptcy Code.

35. If no timely Cure Objection or Adequate Assurance Objection is filed and served with respect to a Designated Contract or Designated Lease, the relevant Counterparty shall be deemed to have consented to the assumption and assignment of the Designated Contract or Designated Lease to the Successful Bidder (or as otherwise contemplated by the Successful Bid).

36. The Debtors' assumption and assignment of the Designated Contracts and Designated Leases to the Successful Bidder (or as otherwise contemplated by the Successful Bid) is subject to approval of this Court at the Sale Hearing and the consummation of the Sale Transaction. Accordingly, absent the closing of such sale, the Designated Contracts and

Designated Leases shall not be deemed assumed or assigned, and shall in all respects be subject to further administration under the Bankruptcy Code.

37. The inclusion of a contract, lease, or other agreement on the Cure Notice or any Supplemental Cure Notice shall not constitute or be deemed a determination or admission by the Debtors or any other party in interest that such contract or other document is an executory contract or unexpired lease within the meaning of the Bankruptcy Code or that the stated Cure Cost is due (all rights with respect thereto being expressly reserved). The Debtors reserve all of their rights, claims, defenses, and causes of action with respect to each contract, lease, or other document listed on the Cure Notice or any Supplemental Cure Notice. The Debtors' inclusion of an executory contract or unexpired lease on the Cure Notice or any Supplemental Cure Notice shall not be a guarantee that such executory contract or unexpired lease ultimately will be assumed or assumed and assigned.

General Provisions

38. All persons or entities (whether or not Qualified Bidders) that participate in the bidding process, including submitting a bid for any of the Assets during the sale process and/or Auctions, shall be deemed to have knowingly and voluntarily (a) submitted to the exclusive jurisdiction of this Court with respect to all matters related to the terms and conditions of the transfer of Assets, the Auctions, and any Sale Transaction, (b) consented to the entry of a final order by this Court in connection with the Motion or this Order (including any disputes related to the bidding process, the Auctions, and/or any Sale Transaction) to the extent that it is later determined that this Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution, and (c) waived any right to jury trial in connection with any disputes relating to the any of the foregoing matters.

39. Nothing in the Bid Procedures or this Order shall be determinative as to the allocation of value of the Assets and all parties' rights with respect thereto are expressly reserved.

40. Notwithstanding the applicability of any of Bankruptcy Rules 6004(h), 6006(d), 7062, 9014, or any other provisions of the Bankruptcy Rules or the Local Rules stating the contrary, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry, and any applicable stay of the effectiveness and enforceability of this Order is hereby waived.

41. The Debtors are authorized to make non-substantive changes to the Bidding Procedures, the Assumption and Assignment Procedures, and any related documents without further order of the Court, including, without limitation, changes to correct typographical and grammatical errors.

42. The Debtors are authorized to take all steps necessary or appropriate to carry out this Order.

43. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Exhibit 1

Bidding Procedures

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

	X	
	:	
In re:	:	Chapter 11
	:	
EHT US1, Inc., <i>et al.</i> ,	:	Case No. 21-10036 (CSS)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
	X	

BIDDING PROCEDURES

Overview

On January 18, 2021 (the “**Petition Date**”), EHT US1, Inc. (“**EHT**”) and certain of its debtor affiliates, as debtors and debtors in possession (collectively with Debtor Eagle Real Estate Investment Trust,² the “**Debtors**”), filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”). The Debtors’ chapter 11 cases have been consolidated for procedural purposes under the lead case, *In re EHT US1, Inc. et al.*, Case No 20-11785 (CSS) (the “**Chapter 11 Cases**”).

On March [●], 2021, the Bankruptcy Court entered an order (Docket No. [●]) (the “**Bidding Procedures Order**”),³ which approved these procedures (the “**Bidding Procedures**”) for the selection of the highest or otherwise best offer or collection of offers to acquire substantially

¹ The Debtors in these chapter 11 cases, along with the last four digits of each debtor’s tax identification number, as applicable, are as follows: EHT US1, Inc. (6703); 5151 Wiley Post Way, Salt Lake City, LLC (1455); ASAP Cayman Atlanta Hotel LLC (2088); ASAP Cayman Denver Tech LLC (7531); ASAP Cayman Salt Lake City Hotel LLC (7546); ASAP Salt Lake City Hotel, LLC (7146); Atlanta Hotel Holdings, LLC (6450); CI Hospitality Investment, LLC (7641); Eagle Hospitality Real Estate Investment Trust (7734); Eagle Hospitality Trust S1 Pte Ltd. (7669); Eagle Hospitality Trust S2 Pte Ltd. (7657); EHT Cayman Corp. Ltd. (7656); Sky Harbor Atlanta Northeast, LLC (6846); Sky Harbor Denver Holdco, LLC (6650); Sky Harbor Denver Tech Center, LLC (8303); UCCONT1, LLC (0463); UCF 1, LLC (6406); UCRDH, LLC (2279); UCHIDH, LLC (6497); Urban Commons 4th Street A, LLC (1768); Urban Commons Anaheim HI, LLC (3292); Urban Commons Bayshore A, LLC (2422); Urban Commons Cordova A, LLC (4152); Urban Commons Danbury A, LLC (4388); Urban Commons Highway 111 A, LLC (4497); Urban Commons Queensway, LLC (6882); Urban Commons Riverside Blvd., A, LLC (4661); and USHIL Holdco Member, LLC (4796). The Debtors’ mailing address is 3 Times Square, 9th Floor New York, NY 10036 c/o Alan Tantleff (solely for purposes of notices and communications).

² Eagle Hospitality Real Estate Investment Trust filed its voluntary petition for relief under chapter 11 of the Bankruptcy Code on January 27, 2021.

³ Unless otherwise indicated, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion or Bidding Procedures Order, as applicable.

all of the Debtors' assets (the "**Assets**") (subject to certain exceptions) on the terms and conditions set forth herein.

Madison Phoenix LLC (the "**Stalking Horse Bidder**") has submitted a bid and has executed that certain *Agreement of Purchase and Sale* (together with the exhibits thereto, and as it may be amended, modified, or supplemented from time to time in accordance with the terms thereof, the "**Stalking Horse Agreement**"), executed on March [5], 2021. The Stalking Horse Agreement contemplates, pursuant to the terms and subject to the conditions contained therein, the sale of substantially all of the Assets to the Stalking Horse Bidder in exchange for the following: (i) an aggregate amount equal to \$470,000,000 and (ii) the Stalking Horse Bidder's assumption of the Assumed Liabilities (as defined in the Stalking Horse Agreement) (collectively, the "**Stalking Horse Bid**"). The Stalking Horse Bid sets the floor for the sale and is subject to higher or otherwise better offers submitted in accordance with the terms and conditions of these Bidding Procedures.

Summary of Important Dates

These Bidding Procedures provide interested parties the opportunity to submit competing bids with respect to the Assets (subject to the restrictions set forth herein), and to participate in the one or more Auctions to be conducted by the Debtors (each, an "**Auction**"). These Bidding Procedures also provide that the Debtors, after consultation with advisors to the Official Committee of Unsecured Creditors (the "**Committee**"), may also consider competing bids in the form of a chapter 11 plan of reorganization, subject to the requirements set forth herein (a "**Chapter 11 Plan Bid**").

The key dates for the sale process are as follows. Such dates may be extended or otherwise modified by the Debtors, after consultation with advisors to the Committee, by filing a notice of such extension or modification on the Court's docket:

Key Event	Deadline
Service of Cure Notice to Counterparties to Executory Contracts and Unexpired Leases	Three (3) Business Days After Entry of Bidding Procedures Order
Deadline to Object to Proposed Cure Costs	14 Days After Service of Cure Notice
Deadline to Submit Bids	May 14, 2021 at 4:00 p.m. (prevailing Eastern Time)
Deadline to File Objections to Sale Transaction	May 14, 2021 at 4:00 p.m. (prevailing Eastern Time)
Deadline for Debtors to Notify Bidders of Status as Qualified Bidders	May 18, 2021 at 4:00 p.m. (prevailing Eastern Time)
Auctions to be held if the Debtors receive more than one Qualified Bid	May 20, 2021 at 10:00 a.m. (prevailing Eastern Time)
Deadline to File Notice and Identities of Successful Bid(s) and Back-Up Bid(s)	May 21, 2021 at 4:00 p.m. (prevailing Eastern Time) or as

	soon as is practicable after the Auction
Deadline to File Objections to (i) Identity of Successful Bidder, (ii) Conduct of Auction, and (iii) Adequate Assurance	May 24, 2021 at 4:00 p.m. (prevailing Eastern Time)
Deadline to Reply to Objections	May 26, 2021 at 11:59 p.m. (prevailing Eastern Time)
Sale Hearing	May 28, 2021 (subject to the Court's availability)

Property To Be Sold

The Debtors seek, in one or more transactions, to sell all or substantially all of the Assets to one or more purchasers (each sale in furtherance of the same, a “**Sale Transaction**”).

Due Diligence

The Debtors have posted copies of all material documents related to the Assets to the Debtors’ confidential electronic data room (the “**Data Room**”). To access the Data Room, an interested party must submit to the Debtors or their advisors the following:

- (A) an executed confidentiality agreement in form and substance satisfactory to the Debtors and prepared after consultation with advisors to the Committee (unless such party is already a party to an existing confidentiality agreement with the Debtors that is acceptable to the Debtors for this due diligence process, in which case such agreement shall govern); and
- (B) sufficient information, as reasonably determined by the Debtors after consultation with advisors to the Committee, to allow the Debtors to determine that the interested party (i) has the financial wherewithal to consummate the applicable Sale Transaction and (ii) intends to access the Data Room for a purpose consistent with these Bidding Procedures.

Each interested party that meets the above requirements to the satisfaction of the Debtors shall be a “**Potential Bidder**.” As soon as practicable, the Debtors will provide all Potential Bidders access to the Data Room; provided, that such access will be terminated by the Debtors in their reasonable discretion at any time, including if (i) a Potential Bidder does not become a Qualified Bidder (as defined below) or (ii) these Bidding Procedures are terminated.

Each Potential Bidder shall comply with all reasonable requests for information and due diligence access by the Debtors or their advisors regarding the ability of such Potential Bidder to consummate the applicable Sale Transaction.

Until the Bid Deadline, the Debtors will provide all Potential Bidders with reasonable access to the Data Room and any additional information requested by Potential Bidders that the

Debtors believe to be reasonable and appropriate under the circumstances, and the Debtors shall accommodate such entity's reasonable requests to conduct on-site visits, provide access to members of management or employees, and facilitate communication with hotel managers, caretakers, and franchisors. In light of the ongoing COVID-19 pandemic, the Debtors will take appropriate precautionary steps when conducting on-site visits. In the alternative, the Debtors may also provide Potential Bidders with virtual or video tours of the Assets, as available, upon request by a Potential Bidder.

All additional due diligence requests shall be directed to the Debtors' advisors, Moelis & Company, at larry.kwon@moelis.com, grant.kassel@moelis.com, jay.ramachandran@moelis.com. Unless prohibited by law or otherwise determined by the Debtors, the availability of additional due diligence to a Potential Bidder will cease if (i) the Potential Bidder does not become a Qualified Bidder or (ii) these Bidding Procedures are terminated.

Neither the Debtors nor any of their representatives shall be obligated to furnish any information of any kind whatsoever relating to the Assets (i) to any person or entity who (a) is not a Potential Bidder; (b) does not comply with the participation requirements set forth above; or in the case of competitively sensitive information, is a competitor of the Debtors (except pursuant to "clean team" or other information sharing procedures satisfactory to the Debtors) and (ii) to the extent not permitted by law.

Auction Qualification Procedures

Bid Deadlines

A Potential Bidder that desires to make a bid with respect to some or all of the Assets (subject to the restrictions set forth herein) (a "**Bid**") shall deliver electronic copies of the Bid, so as to be received no later than **May 14, 2021 at 4:00 p.m. (prevailing Eastern Time)** (the "**Bid Deadline**"); provided, that the Debtors may, after consultation with advisors to the Committee, extend the applicable Bid Deadline without further order of the Bankruptcy Court, subject to providing prior notice to all Potential Bidders, the Stalking Horse Bidder, and advisors to the Committee. **The submission of a Bid by the Bid Deadline shall constitute a binding and irrevocable offer to acquire the Assets specified in such Bid.** Any party that does not submit a Bid by the applicable Bid Deadline will not be allowed to (i) submit any offer after the Bid Deadline or (ii) participate in the Auctions.

Any party that submits a Bid is agreeing, and shall be deemed to have agreed, to abide by and honor the terms of the Bidding Procedures.

Bids must be submitted by email to the following:

Paul Hastings LLP

lucdespins@paulhastings.com
pedrojimenez@paulhastings.com
alexbongartz@paulhastings.com

Moelis & Company

larry.kwon@moelis.com
grant.kassel@moelis.com
jay.ramachandran@moelis.com

Kramer Levin Naftalis & Frankel, LLP

arogoff@kramerlevin.com
deggermann@kramerlevin.com
rschmidt@kramerlevin.com

Form and Content of Qualified Bids

A Bid must contain a signed document from a Potential Bidder received by the Bid Deadline that identifies the purchaser by its legal name and the legal name of any other party that will be participating in connection with the Bid. To constitute a “**Qualified Bid**,” a Bid must include, at a minimum, the following:

- (A) Acquired Property. Each Bid must clearly identify in writing the particular Assets the Potential Bidder seeks to acquire from the Debtors. Bids must seek to acquire either: (i) all fifteen (15) Hotels; (ii) all Hotels other than the QM Hotel (as defined in the Stalking Horse Agreement); or (iii) one or more of the following properties: DTSLC Hotel, ESAN Hotel, ESPD Hotel, FPSJ Hotel, HAN Hotel, and SDTC Hotel (each as defined in the Stalking Horse Agreement, and collectively, the “**Designated Hotels**”) and the QM Hotel (as defined in the Stalking Horse Agreement).⁴
- (B) Purchase Price; Assumed Liabilities; Form of Consideration; Credit Bid. Other than for a Chapter 11 Plan Bid, each Bid must clearly set forth, as applicable:
 - (i) Purchase Price. Each Bid must specify the price (the “**Purchase Price**”) proposed to be paid for each Asset; provided that any such Bid which contemplates purchasing one or more of the Designated Hotels and/or the QM Hotel shall identify, for each such Asset, the allocation of the Purchase Price (which shall include any “Release Price” by which each such Asset may be removed from the Bid); provided, further, that each Bid shall also include an amount of cash necessary to satisfy the “**Minimum Overbid Amount**” (as defined herein).⁵

⁴ As set forth below, a Potential Bidder may also submit a Bid for any subset of any of the Assets if such Bid does not meet the criteria of Paragraph (A), clauses (i) through (iii). Such a Bid, on its own, will not constitute a Qualified Bid upon submission. Following the Bid Deadline until the commencement of the Auction, the Debtors and their professionals may engage with one or more Potential Bidders for the purpose of soliciting a joint Bid or combining separate Bids into a joint Bid that meets the criteria of Paragraph (A), clauses (i) through (iii) and qualifies as a Qualified Bid.

⁵ “**Minimum Overbid Amount**” means the sum of (a) the Break-Up Fee (as defined in the Stalking Horse Agreement), (b) the Expense Reimbursement (as defined in the Stalking Horse Agreement), if any, and (c) for a

- (ii) Assumed Liabilities. Each Bid must clearly identify the particular liabilities, if any, the Potential Bidder intends to assume.
 - (iii) Form of Consideration. The Purchase Price, with the exception of the Credit Bid (as defined in the Stalking Horse Agreement) component of a Bid submitted by the Stalking Horse Bidder, shall consist only of cash consideration.
 - (iv) Credit Bid. Other than the Stalking Horse Bidder, no party shall be authorized to credit bid.
- (C) Proposed Asset/Stock Purchase Agreement. Each Bid, other than a Chapter 11 Plan Bid, must include, in both PDF and MS-WORD format, a purchase agreement signed by an authorized representative of such bidder (the “**Proposed Purchase Agreement**”), together with a copy of the same that has been marked against the Stalking Horse Agreement, a copy of which is located in the Debtors’ data room.
- (D) Chapter 11 Plan Bid. A Chapter 11 Plan Bid must be accompanied by (i) a Proposed Purchase Agreement, signed by an authorized representative of such bidder, pursuant to which the bidder proposes to effectuate the Sale Transaction or (ii) an executed investment agreement (the “**Proposed Investment Agreement**”), signed by an authorized representative of such bidder, pursuant to which the bidder proposes to effectuate a recapitalization of the Debtors pursuant to a chapter 11 plan of reorganization.
- (E) Unconditional Offer. A commitment that the Bid is formal, binding, and unconditional, is not subject to any due diligence or financing contingency, and is irrevocable until the Debtors notify such Potential Bidder that such Bid has not been designated as a Successful Bid or a Back-Up Bid (each as defined herein), or until the first business day after consummation of a Sale Transaction with the Successful Bidder (as defined herein). In the event a Bid is chosen as a Back-Up Bid, it must remain irrevocable until the Back-Up Bid Termination Date.
- (F) Proof of Financial Ability to Perform. Each Bid must contain such financial and other information that allows the Debtors to make a reasonable determination as to the Potential Bidder’s financial and other capabilities to consummate the applicable Sale Transaction, including, without limitation, such financial and other information setting forth the Potential Bidder’s ability to perform under

Bid for (i) all fifteen (15) Hotels or all Hotels other than the QM Hotel, \$1,000,000, or (ii) one or more of the Designated Hotels and/or the QM Hotel, \$500,000 per each such Hotel. Under the Stalking Horse Agreement, the amount of the Break-Up Fee and the Expense Reimbursement depends on whether the winning bid (other than the bid submitted by the Stalking Horse) covers all of the Assets or only a subset thereof. A schedule setting forth the calculation of the Break-Up Fee and the Expense Reimbursement, if any, under various scenarios is attached hereto as Schedule 1.

any contracts that are assumed and assigned to such party. Without limiting the foregoing, such information must include current financial statements or similar financial information certified to be true and correct as of the date thereof, proof of financing commitments (if needed) to close the applicable Sale Transaction (not subject to, in the Debtors' discretion after consultation with advisors to the Committee, any unreasonable conditions), contact information for verification of such information, including any financing sources, and any other information reasonably requested by the Debtors necessary to demonstrate that the Potential Bidder has the ability to close the applicable Sale Transaction in a timely manner.

- (G) Designation of Contracts and Leases. Each Bid must identify with particularity each executory contract and unexpired lease, the assumption and assignment of which is a condition to closing the applicable Sale Transaction (collectively, the “**Designated Contracts and Designated Leases**”). Each Bid must also include information demonstrating adequate assurance of future performance under such Designated Contracts and Designated Leases in satisfaction of the requirements under section 365(f)(2)(B) of the Bankruptcy Code.
- (H) Required Approvals. A statement or evidence (i) that the Potential Bidder has made or will make in a timely manner all necessary filings under applicable antitrust laws and pay the fees associated with such filings; (ii) of the Potential Bidder's plan and ability to obtain all requisite governmental, regulatory, or other third-party approvals and the proposed timing for the Potential Bidder to undertake the actions required to obtain such approvals; and (iii) that the Bid is reasonably likely (based on antitrust or other regulatory issues, experience, and other considerations) to be consummated, if selected as the Successful Bid, within a time frame acceptable to the Debtors after consultation with the advisors to the Committee. A Potential Bidder further agrees that its legal counsel will discuss with and explain to the Debtors' legal counsel such Potential Bidder's regulatory analysis, strategy, and timeline for securing all such approvals as soon as reasonably practicable.
- (I) Disclosure of Identity and Corporate Authorization. Each Bid must (i) fully disclose, by their legal names, the identity of the Potential Bidder and each entity that will be participating in its bid, and the complete terms of any such participation, and (ii) include evidence of corporate authorization and approval from the Potential Bidder's board of directors (or comparable governing body) with respect to the submission, execution, and delivery of a Bid, participation in the Auctions, and closing of the transactions contemplated by the Potential Bidder's Proposed Purchase Agreement or Proposed Investment Agreement in accordance with the terms of the Bid and these Bidding Procedures.
- (J) Queen Mary Employee Obligations. Each Bid must (i) specify whether the Potential Bidder intends to hire all of the employees of Urban Commons Queensway, LLC (the “**Queen Mary Debtor**”) and (ii) expressly propose the treatment of the Queen Mary Debtor's prepetition compensation, incentive,

retention, bonus or other compensatory arrangements, plans, or agreements, including, offer letters, employment agreements, collective bargaining agreements, pension plans, consulting agreements, severance arrangements, retention bonus agreements, change in control arrangements, retiree benefits, and any other employment related agreements and related liabilities (collectively, the “**Queen Mary Employee Obligations**”).

- (K) No Entitlement to Break-Up Fee, Expense Reimbursement, or Other Amounts. Each Bid (other than the Stalking Horse Bid) must include a statement that the Bid does not entitle the Potential Bidder to any break-up fee, termination fee, expense reimbursement or similar type of payment or reimbursement, and a waiver of any substantial contribution administrative expense claims under section 503(b) of the Bankruptcy Code related to the bidding process.
- (L) Disclosure of Connections. Each Bid must fully disclose any connections or agreements with the Debtors, any other known Potential Bidder and/or any officer or director of the Debtors.
- (M) Joint Bids. The Debtors, after consultation with advisors to the Committee, will be authorized to approve joint Bids in their reasonable discretion on a case-by-case basis and subject to a written statement that such joint bidders have not engaged in collusion with respect to the submission of any Bid.⁶
- (N) Representations and Warranties. Each Bid must include the following representations and warranties:
 - (i) a statement that the Potential Bidder has had an opportunity to conduct any and all due diligence regarding the applicable Assets prior to submitting its Bid;
 - (ii) a statement that the Potential Bidder has relied solely upon its own independent review, investigation, and/or inspection of any relevant documents, as well as the Assets and the liabilities to be assumed (as applicable), in making its Bid and did not rely on any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express or implied, by operation of law or otherwise, regarding such Assets or liabilities or the completeness of any information provided in connection therewith, except as expressly stated in the representations and warranties contained in the Potential Bidder’s Proposed Purchase Agreement or Proposed Investment Agreement;
 - (iii) a statement that the Potential Bidder agrees to serve as a Back-Up Bidder if its Bid is selected as the next highest or next best bid after the Successful Bid with respect to the applicable Assets;

⁶ Coordination of Potential Bidders facilitated by the Debtors shall not constitute collusion.

- (iv) a written statement that the Potential Bidder has not engaged in any collusion with respect to the submission of its Bid;
 - (v) a statement that all proof of financial ability to consummate the applicable Sale Transaction or Proposed Investment Agreement in a timely manner and all information provided to support adequate assurance of future performance is true and correct; and
 - (vi) a statement that the Potential Bidder agrees to be bound by the terms of the Bidding Procedures.
- (O) Additional Requirements. A Potential Bidder must also accompany its Bid with:
- (i) a Deposit (as defined herein), except as otherwise set forth herein;
 - (ii) the contact information of the specific person(s) whom the Debtors or their advisors should contact in the event that the Debtors have any questions or wish to discuss the Bid submitted by the Potential Bidder;
 - (iii) written evidence of available cash, a commitment for financing (not subject to any conditions other than those expressly set forth in the Proposed Purchase Agreement or Proposed Investment Agreement) and such other evidence of ability to consummate the transaction contemplated by the Proposed Purchase Agreement, the Proposed Investment Agreement, the Bidding Procedures Order, and the Bidding Procedures, as acceptable in the Debtors' reasonable business judgment, after consultation with advisors to the Committee;
 - (iv) the identity of each entity that will be participating in connection with such Bid and taking ownership of the Assets (including any equity owners or sponsors, if the Potential Bidder is an entity formed for the purpose of consummating the Sale Transaction) and a copy of a board resolution or similar document demonstrating the authority of the Potential Bidder to make a binding and irrevocable bid on the terms proposed and to consummate the transaction contemplated by the Proposed Purchase Agreement or the Proposed Investment Agreement; and
 - (v) a covenant to cooperate with the Debtors to provide pertinent factual information regarding the Potential Bidder's operations reasonably required to analyze issues arising with respect to any applicable antitrust laws and other applicable regulatory requirements.

IMPORTANT: Notwithstanding anything to the contrary in these Bidding Procedures, the Bidding Procedures Order, or the Stalking Horse Agreement, (a) Potential Bidders may submit a Bid for a subset of any of the Assets and (b) if such a Bid meets the criteria to be a Qualified Bid

but for the particular Asset(s) the Potential Bidder seeks to acquire, then the Debtors and their professionals, after consultation with advisors to the Committee, are permitted to engage with such Potential Bidders for the purpose of soliciting a joint Bid or combining separate Bids into a joint Bid that qualifies as a Qualified Bid for substantially all of the Assets or substantially all of the Assets other than the QM Hotel. The Debtors may do so until commencement of the Auction(s). For the avoidance of doubt, Potential Bidders may work together to accomplish such a joint Bid, which shall not constitute collusion.

Review of Bids; Designation of Qualified Bids

The Debtors will evaluate all Bids that are timely submitted and may engage in negotiations with Potential Bidders who submitted Bids as the Debtors deem appropriate, in the exercise of their reasonable business judgment after consultation with advisors to the Committee, based upon the Debtors' evaluation of each Bid.

The Debtors shall determine, in their reasonable judgment, after consultation with advisors to the Committee, which of the Bids received by the applicable Bid Deadline qualify as a **Qualified Bid** (each Potential Bidder that submits such a Qualified Bid being a "**Qualified Bidder**") and shall notify each Qualified Bidder of its status as a Qualified Bidder by no later than **May 18, 2021 at 4:00 p.m. (prevailing Eastern Time)** (the "**Qualified Bid Deadline**"). On the Qualified Bid Deadline, the Debtors shall notify the Stalking Horse Bidder of the number of Qualified Bids received.

To the extent reasonably practicable, counsel to the Debtors shall provide summaries of the material terms of each Qualified Bid to the Committee, subject to the following proviso, and advisors to the Committee, on a professionals' eyes only basis at least twenty-four (24) hours prior to each Auction; *provided* that the Debtors may require that (i) any information regarding a bid be withheld from a member of the Committee or redacted to the extent that such member of the Committee is a Potential Bidder or (ii) any information regarding the identity of a bidder be withheld from a member of the Committee or redacted to the extent that the Debtors determine, in their reasonable business judgment and after consultation with the advisors to the Committee, that sharing such information would be likely to have a negative impact on potential bidding or otherwise be contrary to the goal of maximizing value for the Debtors' estates from the sale process. Notwithstanding anything to the contrary in these Bidding Procedures, the Stalking Horse Bidder shall be deemed to be a Qualified Bidder and the Stalking Horse Bid or any subsequent overbid by the Stalking Horse Bidder at the Auctions shall be deemed to be a Qualified Bid; *provided*, that the Debtors reserve the right to determine in their discretion after consultation with advisors to the Committee that any such overbid by the Stalking Horse Bidder as to which the Stalking Horse Bidder does not agree to serve as a Back-Up Bidder is not a Qualified Bid.

Notwithstanding anything to the contrary in the Final DIP Order⁷ or the DIP Credit Agreement (as defined in the Final DIP Order), to the extent the Stalking Horse Bidder or any

⁷ The "**Final DIP Order**" means the *Final Order (I) Authorizing Debtors to Obtain Postpetition Financing, (II) Granting Liens and Superpriority Administrative Expenses Claims, (III) Modifying Automatic Stay, and (IV) Granting Related Relief*, dated February 24, 2021 [Docket No. 287].

insider or affiliate of the Debtors has a bid for certain assets pending (or has expressed a continuing interest (written or verbal) in bidding for such assets), the Debtors shall not provide copies of bids for such assets to such persons. In addition, to the extent any insider or affiliate of the Debtors has a bid for certain assets pending (or has expressed a continuing interest (written or verbal) in bidding for such assets), the Debtors shall not consult with such insider or affiliate regarding the sale process for such assets. For the avoidance of doubt, neither the Stalking Horse Bidder, the DIP Agent (as defined in the Final DIP Order), nor the DIP Lenders (as defined in the Final DIP Order) shall be considered an insider or affiliate of the Debtors for any purpose.

Without the written consent of the Debtors after consultation with advisors to the Committee, a Qualified Bidder may not modify, amend, or withdraw its Qualified Bid, except for proposed amendments to increase the Purchase Price or otherwise improve the terms of its Qualified Bid during the period that such Qualified Bid remains binding as specified herein; provided, that any Qualified Bid may be improved at the Auctions as set forth in these Bidding Procedures; provided, further, that the Stalking Horse Bid may be modified and/or amended pursuant to its terms. The Debtors reserve the right to work with any Potential Bidder in advance of the Auctions to cure any deficiencies in a Bid that is not initially deemed a Qualified Bid and to clarify or otherwise improve such Bid such that it may be designated a Qualified Bid.

In evaluating the Bids, the Debtors, after consultation with advisors to the Committee, may take into consideration the following non-binding factors:

1. the amount and the form of consideration of the Purchase Price (provided that for purposes of evaluating competing Bids, every dollar of the Credit Bid of the Stalking Horse Bidder (as defined in the Stalking Horse Agreement) shall be treated the same as a dollar from a cash Bid, and such Credit Bid shall not be considered inferior to a comparable cash or other non-cash Bid because it is a credit bid);
2. the assets and liabilities included in or excluded from the Bid, including any executory contracts, unexpired leases, or pensions plan proposed to be assumed;
3. the value to be provided to the Debtors under the Bid, including the net economic effect upon the Debtors' estates, including as a result of any termination payment that may be payable;
4. any benefit to the Debtors' bankruptcy estates from any assumption or waiver of liabilities;
5. the transaction structure and execution risk, including conditions to, timing of, and certainty of closing, termination provisions, availability of financing and financial wherewithal to meet all commitments, and required governmental or other approvals;
6. the impact on the Queen Mary Debtor's employees and the proposed treatment of the Queen Mary Employee Obligations, including the assumption of

sponsorship of or liabilities associated with pension plans or the assumption of any liabilities associated with any multi-employer pension plan;

7. the impact on creditors;
8. the certainty of the Debtors being able to confirm a plan; and
9. any other factors the Debtors may reasonably deem relevant consistent with their fiduciary duties.

Failure to Receive Qualified Bids Other Than Stalking Horse Bid

If the Debtors do not receive any Qualified Bids (other than the Stalking Horse Bid) for any of the Assets on the same or better terms as provided in the Stalking Horse Bid by the applicable Bid Deadline, the Debtors will not conduct the Auctions and shall file a notice with the Bankruptcy Court indicating that such Auctions have been cancelled. The Debtors shall also publish such notice on the website of their claims and noticing agent, Donlin Recano (<https://www.donlinrecano.com/Clients/eagle/Index/>, the “**Claims Agent Website**”). If the Debtors receive no Qualified Bids other than the Stalking Horse Bid, the Stalking Horse Bidder shall be deemed the Successful Bidder and the Stalking Horse Bid shall be deemed a Successful Bid.

Deposit

A Bid must be accompanied by a good faith cash deposit in the amount of no less than ten percent (10%) of the applicable Purchase Price (a “**Deposit**”), unless otherwise agreed to by the Debtors (after consultation with advisors to the Committee) and a Potential Bidder. A Deposit must be deposited prior to the applicable Bid Deadline with an escrow agent selected by the Debtors (the “**Escrow Agent**”) pursuant to an escrow agreement to be provided by the Debtors (after consultation with advisors to the Committee). To the extent a Qualified Bidder increases the Purchase Price before, during, or after the Auction, the Debtors reserve the right to require that such Qualified Bidder adjust its Deposit so that it equals ten percent (10%) of the increased Purchase Price. The terms of the Stalking Horse Bidder’s deposit shall be governed exclusively by the Stalking Horse Agreement.

Auction Procedures

If the Debtors receive any Qualified Bids (other than the Stalking Horse Bid), the Debtors will conduct the Auctions on **May 20, 2021 beginning at 10:00 a.m. (prevailing Eastern Time), or on such other date as may be determined by the Debtors after consultation with the advisors to each the Committee and the Stalking Horse Bidder, virtually pursuant to procedures to be timely filed on the Bankruptcy Court’s docket.** All Auctions with respect to any Assets will be held concurrently on the same date; provided, an Auction solely with respect to the QM Hotel may be held on a separate date subject to the terms of the Stalking Horse Agreement.

The Debtors, after consultation with advisors to the Committee and based upon the makeup of Qualified Bids shall structure one or more Auctions with the goal of maximizing value to the Debtors' estates.

Only Qualified Bidders will be eligible to participate in the Auctions, subject to such limitations as the Debtors may impose in good faith, after consultation with advisors to the Committee. In addition, professionals and/or other representatives of the Debtors and of the Committee shall be permitted to attend and observe the Auctions. Further, any creditor of the Debtors may request permission to attend and observe the Auctions; provided, that such creditor provides the Debtors with written notice of its intention to attend such Auction on or before one (1) business day prior to the Auction, which written notice shall be sent to proposed counsel for the Debtors via electronic mail at lucdespins@paulhastings.com and alexbongartz@paulhastings.com. The Debtors may, in their reasonable discretion after consultation with advisors to the Committee, also establish a reasonable limit on the number of representatives and/or professional advisors that may appear on behalf of or accompany Qualified Bidders or other creditors at the Auction, *provided, however*, for the avoidance of doubt, that the individual members of the Committee shall each be entitled to attend the Auctions.

Each Qualified Bidder shall be required to confirm in writing, both before and after the Auction(s), that it (together with any other person participating in its Qualified Bid) has not engaged in any collusion with respect to the submission of any Bid, the bidding, or the Auction(s).

At the Auctions, bidding will start with the highest or otherwise best purchase price and/or terms received as determined by the Debtors after consultation with advisors to the Committee. The Auction(s) will proceed thereafter in minimum bid increments (the "**Minimum Auction Bid Increments**") to be communicated to Qualified Bidders, after consultation with advisors to the Committee, prior to the commencement of the Auction. The Debtors, after consultation with advisors to the Committee, reserve the right to modify and may increase or decrease such Minimum Auction Bid Increments at any time during the Auctions. The Stalking Horse Bidder and other Qualified Bidders may increase their bids at the Auctions.

The Debtors may, in the exercise of their business judgment, adopt rules for the Auctions consistent with these Bidding Procedures and the Bidding Procedures Order that the Debtors, after consultation with advisors to the Committee, reasonably determine to be appropriate to promote a competitive Auction. Any rules adopted by the Debtors will not modify any of the terms of the Stalking Horse Bid, without the consent of the Stalking Horse Bidder. Any rules developed by the Debtors will provide that all bids in the Auction will be made and received on an open basis, and all bidders participating in the Auctions will be entitled to be present for all bidding with the understanding that the true identity of each bidder placing a bid at each Auction will be fully disclosed to all other bidders participating in the Auction and that all material terms of each Qualified Bid submitted in response to any successive bids made at the Auction will be disclosed to all other bidders. Each Qualified Bidder will be permitted what the Debtors reasonably determine to be an appropriate amount of time to respond to the previous bid at the Auction. The Auctions will be conducted openly, may be held virtually, and shall be transcribed or recorded.

In connection with each Auction, the Debtors may, in the exercise of their reasonable business judgment after consultation with advisors to the Committee, identify the highest or otherwise best Qualified Bid(s) as the successful bid(s) (a “**Successful Bid**” and, the bidder submitting such bid, a “**Successful Bidder**”). The Debtors may also identify which Qualified Bid(s) constitute the second highest or otherwise best bid(s) and deem such second highest or otherwise best bid(s) a back-up bid (such bid(s) shall each be a “**Back-Up Bid**” and, the bidder submitting such bid, a “**Back-Up Bidder**”). Back-Up Bid(s) shall remain open and irrevocable until the earliest to occur of (i) the applicable outside date for consummation of the Sale Transaction set forth in the Back-Up Bid, (ii) consummation of the applicable Sale Transaction with a Successful Bidder, and (iii) the release of such Back-Up Bid by the Debtors in writing (such date, the “**Back-Up Bid Termination Date**”). If a Sale Transaction with a Successful Bidder is terminated prior to the Back-Up Bid Termination Date, the Back-Up Bidder shall be deemed a Successful Bidder and shall be obligated to consummate the Back-Up Bid as if it were a Successful Bid. Notwithstanding the foregoing, the Stalking Horse Bidder may only be selected as a Back-Up Bidder with respect to the Stalking Horse Bid as set forth in the Stalking Horse Agreement or any subsequent overbid with respect to which the Stalking Horse Bidder has agreed to be a Back-Up Bidder, and the Debtors are not required to deem an overbid by the Stalking Horse Bidder to be a Qualified Bid if the Stalking Horse Bidder does not agree to be a Back-Up Bidder with respect to such overbid. For the avoidance of doubt, nothing in this “Auction Procedures” section shall alter the requirement that, if the Debtors receive no Qualified Bids other than the Stalking Horse Bid, the Stalking Horse Bidder shall be deemed the Successful Bidder and the Stalking Horse Bid shall be deemed a Successful Bid.

Within one (1) business day after each Auction, (i) the Successful Bidder(s) shall submit to the Debtors fully executed documentation memorializing the terms of the Successful Bid(s) and (ii) the Back-Up Bidder(s) shall submit to the Debtors execution versions of the documentation memorializing the terms of the Back-Up Bid(s). Except as provided in the Stalking Horse Agreement with respect to the Stalking Horse Bidder, neither a Successful Bid nor a Back-Up Bid may be assigned to any party without the consent of the Debtors, after consultation with the Committee.

At any time before entry of an order approving any Sale Transaction, the Debtors reserve the right to and may reject the applicable Qualified Bid (other than the Stalking Horse Bid) if such Qualified Bid, in the Debtors’ judgment after consultation with advisors to the Committee, is: (i) inadequate or insufficient; (ii) not in conformity with the requirements of the Bankruptcy Code, these Bidding Procedures, or the terms and conditions of the applicable Sale Transaction; or (iii) contrary to the best interests of the Debtors and their estates. No attempt by the Debtors to reject a Qualified Bid under this paragraph will modify any rights of the Debtors or the Stalking Horse Bidder under the Stalking Horse Agreement (as it may be consensually modified in writing by the Debtors and the Stalking Horse Bidder at the Auctions or prior thereto).

Post-Auction Process

No later than **May 21, 2021 at 4:00 p.m. (prevailing Eastern Time)** the Debtors shall (i) file with the Bankruptcy Court and post on the Claims Agent Website a notice of the Successful Bid(s), Successful Bidder(s), Back-Up Bid(s), and Back-Up Bidder(s), and (ii) provide or cause to be provided to affected Counterparties information supporting the Successful Bidder’s ability to

comply with the requirements to provide adequate assurance of future performance under Bankruptcy Code section 365(f)(2) and, if applicable, Bankruptcy Code section 365(b)(3), including, to the extent reasonably available and applicable, the Successful Bidder's financial wherewithal and willingness to perform under applicable Designated Contracts and Designated Leases (each as defined in the Stalking Horse Agreement), as provided in such Successful Bidder's bid. Unless otherwise required by the Debtors' fiduciary duties, the Debtors shall not consider any bids submitted after the conclusion of each Auction.

Each Successful Bidder shall appear at the Sale Hearing (as defined herein) and be prepared to have a representative(s) testify in support of its Successful Bid and the Successful Bidder's ability to close in a timely manner and provide adequate assurance of its future performance under Designated Contracts and Designated Leases to be assumed and assigned as part of the applicable Sale Transaction. Within seven (7) calendar days after each Auction (if any), the Debtors shall direct the Escrow Agent to return the Deposits of all bidders participating in such Auction, together with interest accrued thereon, other than the Deposits of the Successful Bidder(s) and Back-Up Bidder(s); provided, for the avoidance of doubt, the return of the Deposit of the Stalking Horse Bidder shall be governed by the Stalking Horse Agreement. Within five (5) calendar days after the applicable Back-Up Bid Termination Date, the Debtors shall direct the Escrow Agent to return the Deposit(s) of the Back-Up Bidder(s), together with interest accrued thereon (if any). Upon the authorized return of any such Deposits, the Bid associated therewith shall be deemed revoked and no longer enforceable.

Each Successful Bidder's deposit (if any) shall be applied against the equivalent portion of the Purchase Price of its Successful Bid upon the consummation of the applicable Sale Transaction. In addition to the foregoing, the deposit of any Qualified Bidder will be forfeited to the Debtors if (i) the Qualified Bidder attempts to modify, amend, or withdraw its Qualified Bid, except as permitted herein or with the Debtors' written consent, during the time the Qualified Bid remains binding and irrevocable or (ii) except as provided herein, the Qualified Bidder is selected as a Successful Bidder and fails to enter into the required definitive documentation or to consummate the applicable Sale Transaction in accordance with these Bidding Procedures; provided, however, that this paragraph shall not apply to the Deposit of the Stalking Horse Bidder, and such Deposit shall be treated as set forth in the Stalking Horse Agreement.

Notices Regarding Assumption and Assignment

The Debtors shall provide all notices regarding the proposed assumption and assignment of contracts and leases in accordance with the Assumption and Assignment Procedures included in the Bidding Procedures Order.

Sale Hearing

The Debtors will seek entry of an order authorizing and approving, among other things, the applicable Sale Transaction at a hearing before the Bankruptcy Court to be held on **May 28, 2021 at _____ [a.m./p.m.] (prevailing Eastern Time) (the "Sale Hearing")**. The objection deadline for the Sale Transaction is **May 14, 2021 at 4:00 p.m. (prevailing Eastern Time) (the "Sale Objection Deadline")**.

The Sale Hearing may be adjourned or continued to a later date by the Debtors, after advance notice to the Stalking Horse Bidder and consultation with advisors to the Committee by sending notice prior to or making an announcement at the Sale Hearing. No further notice of any such adjournment or continuance will be required to be provided to any party. Objections solely to the conduct of the Auction (if held), the selection of the Successful Bidder (other than the Stalking Horse Bidder), or the approval of the Sale with the Successful Bidder (other than the Stalking Horse Bidder) (each, a **“Supplemental Objection”**) must be (i) filed in accordance with the Bidding Procedures, (ii) filed with the Bankruptcy Court, and (iii) served on the Objection Notice Parties (as defined in the Sale Notice) on or before **May 24, 2021 at 4:00 p.m. (prevailing Eastern Time)** (the **“Supplemental Objection Deadline”**).

Objections to any Sale Transactions, including any objection to the sale of any Assets free and clear of liens, claims, encumbrances, and other interests (each, a **“Sale Objection”**), must: be in writing; (ii) state the name and address of the objecting party and the amount and nature of the claim or interest of such party; (iii) state with particularity the basis and nature of any objection, and provide proposed language that, if accepted and incorporated by the Debtors, would obviate such objection; (iv) conform to the Bankruptcy Code, Bankruptcy Rules, and Local Rules; and (v) be filed with the Bankruptcy Court and be served on the Objection Notice Parties by the deadline provided in the applicable Sale Notice. In addition to being filed with the Bankruptcy Court, any such responses or objections must be served on the Objection Notice Parties and any such other parties as the Bankruptcy Court may order, by the Sale Objection Deadline or Supplemental Objection Deadline (as applicable); provided, that the Debtors may extend such Sale Objection Deadline or Supplemental Objection Deadline, as the Debtors deem appropriate in the exercise of their reasonable business judgment and after consultation with advisors to the Committee. If a timely Sale Objection or Supplemental Objection cannot otherwise be resolved by the parties, such objection shall be heard by the Bankruptcy Court at the applicable sale hearing (which may be the Sale Hearing).

Any party who fails to (i) file a Sale Objection with the Bankruptcy Court and serve it on the Objection Notice Parties by **May 14, 2021 at 4:00 p.m. (prevailing Eastern Time)** or (ii) file a Supplemental Objection on the Objection Notice Parties on or before **May 24, 2021 at 4:00 p.m. (prevailing Eastern Time)** will be forever barred from asserting, at the Sale Hearing or thereafter, any objection to the consummation of the applicable Sale Transaction, any Supplemental Objection, and any related relief requested by the Debtors.

Consent to Jurisdiction and Authority as Condition to Bidding

All Potential Bidders (including the Stalking Horse Bidder) that participate in the bidding process shall be deemed to have (i) consented to the core jurisdiction of the Bankruptcy Court with respect to these Bidding Procedures, the bid process, the Auctions, any Sale Transaction, the Sale Hearing, or the construction and enforcement of any agreement or any other document relating to a Sale Transaction; (ii) waived any right to a jury trial in connection with any disputes relating to any of the foregoing; and (iii) consented to the entry of a final order or judgment in any way related to any of the foregoing if it is determined that the Bankruptcy Court would lack Article III jurisdiction to enter such a final order or judgment absent the consent of the parties.

Reservation of Rights

The Debtors reserve the right to, in their reasonable business judgment, after consultation with advisors to the Committee, in a manner consistent with their fiduciary duties and applicable law: (i) to modify these Bidding Procedures; (ii) waive terms and conditions set forth herein with respect to all Potential Bidders; (iii) extend the deadlines set forth herein; and (iv) announce at the Auction the modified or additional procedures for conducting such Auction, in each case, to the extent not materially inconsistent with these Bidding Procedures and the Bidding Procedures Order; provided, that any modification or other adjustment to the Bidding Procedures shall be materially consistent with the Stalking Horse Agreement and otherwise not disproportionately adversely affect the Stalking Horse Bidder. Except as provided in the Stalking Horse Agreement, nothing in these Bidding Procedures shall obligate the Debtors to consummate or pursue any transaction with respect to any Asset with a Qualified Bidder.

In addition to the consultation rights of the Committee and its advisors set forth herein, the Committee reserves its right to seek Bankruptcy Court relief with regard to the Auctions, the Bidding Procedures, and any related items. The Committee will be permitted to seek relief from the Bankruptcy Court on an expedited basis if it disagrees with any actions or decision made by the Debtors as part of these Bidding Procedures. The rights of the Committee with respect to the outcome of the Auctions are reserved.

Fiduciary Out

Nothing in these Bidding Procedures shall require the Debtors to take any action, or refrain from taking any action to the extent the Debtors determine, based on the advice of counsel, that taking such action, or refraining from taking such action, as applicable, is required to comply with applicable law or its fiduciary obligations under applicable law.

Schedule 1**Break-Up Fees and Expense Reimbursements⁸**

Hotel Properties Covered by Winning Bid (Other than Stalking Horse Bid)	Break-Up Fee and Expense Reimbursement
All Hotels	Break-Up Fee: \$9,400,000 (<i>i.e.</i> , 2% of \$470,000,000) Expense Reimbursement: capped at \$3,000,000
All Hotels except QM Hotel	Break-Up Fee: \$9,100,000 (<i>i.e.</i> , 2% of \$455,000,000) Expense Reimbursement: capped at \$3,000,000
QM Hotel	Break-Up Fee: \$300,000 (<i>i.e.</i> , 2% of Purchase Price Allocation for QM Hotel (\$15,000,000)) Expense Reimbursement: none
All Six Designated Hotels	Break-Up Fee: \$2,920,000 (<i>i.e.</i> , 2% of Purchase Price Allocation for six Designated Hotels (\$146,000,000)) Expense Reimbursement: none
Subset of Designated Hotels	Break-Up Fee: 2% of Purchase Price Allocation for such Designated Hotels • DTSLC: \$550,000 (<i>i.e.</i>, 2% of \$27,500,000) • ESAN: \$520,000 (<i>i.e.</i>, 2% of \$26,000,000) • ESPD: \$350,000 (<i>i.e.</i>, 2% of \$17,500,000) • FPSJ: \$670,000 (<i>i.e.</i>, 2% of \$33,500,000) • HAN: \$660,000 (<i>i.e.</i>, 2% of \$33,000,000) • SDTC: \$170,000 (<i>i.e.</i>, 2% of \$8,500,000) Expense Reimbursement: none

⁸ Capitalized terms used in this Schedule 1 have the meanings set forth in the Stalking Horse Agreement.

Exhibit 2

Sale Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	)	
	)	Chapter 11
EHT US1, Inc., <i>et al.</i> , ¹	)	Case No. 21-10036 (CSS)
	)	
Debtors.	)	(Jointly Administered)
	)	

NOTICE OF SALE, BIDDING PROCEDURES, AUCTIONS AND SALE HEARING

On March [●], 2021 EHT US1, Inc. and certain of its affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) filed with the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) a motion (Docket No. [●]) (the “**Motion**”)² for the entry of an order (the “**Bidding Procedures Order**”): (i) approving the Bidding Procedures, substantially in the form attached to the Bidding Procedures Order as **Exhibit 1**; (ii) authorizing the Debtors to designate a stalking horse bidder; (iii) approving certain protections for the stalking horse bidder (iv) setting the deadline for potential bidders to submit a proposal to purchase the Debtors’ Assets (the “**Bid Deadline**”), scheduling the auctions (the “**Auctions**”), and scheduling the hearing with respect to the approval of the sale (the “**Sale Hearing**”); (v) authorizing and approving the form and manner of the Sale Notice; (vi) authorizing and approving the Cure Notice to the Counterparties regarding the Debtors’ potential assumption and assignment of the Designated Contracts and Designated Leases and of the Debtors’ calculation of the amount necessary to cure any defaults thereunder (the “**Cure Costs**”); (vii) authorizing and approving procedures for the assumption and assignment of the Designated Contracts and Designated Leases and the determination of Cure Costs with respect thereto (collectively, the “**Assumption and Assignment Procedures**”); and (viii) granting related relief.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each debtor’s tax identification number, as applicable, are as follows: EHT US1, Inc.(6703); 5151 Wiley Post Way, Salt Lake City, LLC (1455); ASAP Cayman Atlanta Hotel LLC (2088); ASAP Cayman Denver Tech LLC (7531); ASAP Cayman Salt Lake City Hotel LLC (7546); ASAP Salt Lake City Hotel, LLC (7146); Atlanta Hotel Holdings, LLC (6450); CI Hospitality Investment, LLC (7641); Eagle Hospitality Real Estate Investment Trust (7734); Eagle Hospitality Trust S1 Pte. Ltd. (7669); Eagle Hospitality Trust S2 Pte. Ltd. (7657); EHT Cayman Corp. Ltd. (7656); Sky Harbor Atlanta Northeast, LLC (6846); Sky Harbor Denver Holdco, LLC (6650); Sky Harbor Denver Tech Center, LLC (8303); UCCONT1, LLC (0463); UCF 1, LLC (6406); UCRDH, LLC (2279); UCHIDH, LLC (6497); Urban Commons 4th Street A, LLC (1768); Urban Commons Anaheim HI, LLC (3292); Urban Commons Bayshore A, LLC (2422); Urban Commons Cordova A, LLC (4152); Urban Commons Danbury A, LLC (4388); Urban Commons Highway 111 A, LLC (4497); Urban Commons Queensway, LLC (6882); Urban Commons Riverside Blvd., A, LLC (4661); and USHIL Holdco Member, LLC (4796). The Debtors’ mailing address is 3 Times Square, 9th Floor New York, NY 10036 c/o Alan Tantleff (solely for purposes of notices and communications).

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion or Bidding Procedures, as applicable.

On March [●], 2021, the Bankruptcy Court entered the Bidding Procedures Order (Docket No. No. [●]) approving, among other things, the Bidding Procedures, which establish the key dates and times related to the Auctions and Sale Hearing. All interested bidders should carefully read the Bidding Procedures Order and the Bidding Procedures in their entirety.³

Stalking Horse Bid

A binding stalking horse bid (the “**Stalking Horse Bid**”) has been submitted by of Madison Phoenix LLC (the “**Stalking Horse Bidder**”). The Stalking Horse Bidder has executed an asset purchase agreement (the “**Stalking Horse Agreement**”)⁴ for the purchase of substantially all of the Debtors’ assets (the “**Stalking Horse Bid**”) free and clear of all claims, liens, encumbrances and interests on such property. The Stalking Horse Bid is subject to higher or otherwise better offers submitted in accordance with the terms and provisions of the Bidding Procedures.

Important Dates and Deadlines

- **Bid Deadline.** Any person or entity interested in participating in the Auctions for the sale of the Debtors’ Assets must submit a Qualified Bid on or before **May 14, 2021 at 4:00 p.m. (prevailing Eastern Time)** (the “**Bid Deadline**”).
- **Auctions.** If the Debtors receive more than one Qualified Bid (in addition to the Stalking Horse Bid), the Debtors will conduct the Auctions, which have been scheduled for **May 20, 2021 at 10:00 a.m. (prevailing Eastern Time)** and will be conducted remotely pursuant to procedures set forth in the Bidding Procedures and such other procedures to be timely filed on the Bankruptcy Court’s docket, or such other date, time, and location as shall be timely communicated to all entities entitled to attend the Auctions.
- **Sale Objection and Supplemental Objection Deadlines.** Objections to the sale (a “**Sale Objection**”), including any objection to the sale of the Debtors’ Assets free and clear of all claims and interests pursuant to section 363(f) of the Bankruptcy Code, must be (i) filed in accordance with the Bidding Procedures, (ii) filed with the Bankruptcy Court, and (iii) served on the Objection Notice Parties (as defined herein) on or before **May 14, 2021 at 4:00 p.m. (prevailing Eastern Time)** (the “**Sale Objection Deadline**”). Objections solely to the conduct of the Auctions (if held), the selection of the Successful Bidder (other than the Stalking Horse Bidder), or the approval of the Sale with the Successful Bidder (other than the Stalking Horse Bidder) (each, a “**Supplemental Objection**”) must be (i) filed in accordance with the Bidding Procedures, (ii) filed with the Bankruptcy Court, and (iii) served on the Objection Notice Parties on or before **May 24, 2021 at 4:00 p.m. (prevailing Eastern Time)** (the “**Supplemental Objection Deadline**”).
- **Sale Hearing.** A hearing to approve and authorize the sale of the Debtors’ Assets to the Successful Bidder (which may be the Stalking Horse Bidder) will be held before the Court

³ To the extent of any inconsistencies between the Bidding Procedures and the summary descriptions of the Bidding Procedures in this notice, the terms in the Bidding Procedures shall control in all respects.

⁴ The Stalking Horse Agreement is attached as **Exhibit [4]** to the Bidding Procedures Order.

on or before **May 28, 2021 at [__:__] a.m./p.m. (prevailing Eastern Time)** or such other date as determined by the Court.

Filing Objections

Sale Objections, if any, must (i) be in writing, (ii) state, with specificity, the legal and factual bases thereof, (iii) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, (iv) be filed with the Court by no later than the Sale Objection Deadline, and (v) be served on (a) counsel for the Debtors, Paul Hastings LLP, 200 Park Avenue, New York, New York 10166 (Attn: Luc A. Despins (lucdespins@paulhastings.com), Pedro A. Jimenez (pedrojimenez@paulhastings.com) and G. Alexander Bongartz (alex bongartz@paulhastings.com)), and Cole Schotz P.C., 500 Delaware Avenue, Suite 1410, Wilmington, Delaware 19801 (Attn: Seth Van Aalten (svanaalten@coleschotz.com), G. David Dean (ddean@coleschotz.com), and Justin R. Alberto (jalberto@coleschotz.com)); (b) counsel for the Stalking Horse Bidder, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153, (Attn: Gabriel A. Morgan (Gabriel.Morgan@weil.com)); (c) proposed counsel for the Official Committee of Unsecured Creditors, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036 (Attn: Adam C. Rogoff (arogoff@kramerlevin.com), Daniel M. Eggermann (deggermann@kramerlevin.com), Robert T. Schmidt (rschmidt@kramerlevin.com), and Douglas Buckley (dbuckley@kramerlevin.com)) and Morris James LLP, 500 Delaware Avenue, Suite 1500, Wilmington, Delaware 19801, (Attn: Eric J. Monzo (emonzo@morrisjames.com) and Brya M. Keilson (bkeilson@morrisjames.com)); (d) counsel for Bank of America, N.A., Morgan, Lewis & Bockius LLP, (Attn: P. Sabin Willett (sabin.willett@morganlewis.com), Jennifer Feldsher (Jennifer.feldsher@morganlewis.com) and David M. Riley (david.riley@morganlewis.com); and (e) the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801 (Attn: Richard Schepacarter, Esq.) (collectively, the “**Objection Notice Parties**”).

Additional Information

The Bidding Procedures set forth the requirements for becoming a Qualified Bidder and submitting a Qualified Bid, and any party interested in making an offer to purchase the Debtors’ Assets must comply with the Bidding Procedures. Only Qualified Bids will be considered by the Debtors, in accordance with the Bidding Procedures.

Any party interested in submitting a bid should contact the Debtors’ investment banker, Moelis & Company (Attn: Larry Kwon (larry.kwon@moelis.com), Grant Kassel (grant.kassel@moelis.com), and Jay Ramachandran (jay.ramachandran@moelis.com), as soon as possible.

Copies of the Motion, the Bidding Procedures Order, and the Bidding Procedures, as well as all related exhibits and all other agreements filed with the Court, may be obtained free of charge at the website dedicated to the Debtors’ chapter 11 cases maintained by their claims and noticing agent, Donlin, Recano & Company, Inc. at <https://www.donlinrecano.com/Clients/eagle/Index>, or can be requested by e-mail at eagleinfo@donlinrecano.com.

Reservation of Rights

Except as otherwise set forth herein and in the Bidding Procedures and the Bidding Procedures Order, the Debtors reserve the right to, in their reasonable business judgment, in a manner consistent with their fiduciary duties and applicable law, to modify the Bidding Procedures; waive terms and conditions set forth therein with respect to all Potential Bidders; extend the deadlines set forth therein; announce at the Auctions modified or additional procedures for conducting the Auctions; alter the assumptions set forth therein; provided that the Debtors shall not be authorized to make material modifications to the Bidding Procedures without further order of the Court. The Debtors may provide reasonable accommodations to any Potential Bidder(s) with respect to such terms, conditions, and deadlines of the bidding and Auction process to promote further bids on the Debtors' Assets, in each case, to the extent not materially inconsistent with the Bidding Procedures and the Bidding Procedures Order. All parties reserve their rights to seek Bankruptcy Court relief with regard to the Auctions, the Bidding Procedures, and any related items (including, if necessary, to seek an extension of the Bid Deadline).

FAILURE TO ABIDE BY THE BIDDING PROCEDURES, THE BIDDING PROCEDURES ORDER, OR ANY OTHER ORDER OF THE BANKRUPTCY COURT IN THESE CHAPTER 11 CASES MAY RESULT IN THE REJECTION OF YOUR BID.

THE FAILURE OF ANY PERSON OR ENTITY TO FILE AND SERVE AN OBJECTION IN ACCORDANCE WITH THE BIDDING PROCEDURES ORDER BY THE SALE OBJECTION DEADLINE SHALL FOREVER BAR SUCH PERSON OR ENTITY FROM ASSERTING ANY OBJECTION TO THE MOTION, THE ORDER APPROVING THE SALE TRANSACTION, THE PROPOSED SALE TRANSACTION, OR THE DEBTORS' CONSUMMATION OF THE STALKING HORSE BID OR ANY OTHER AGREEMENT EXECUTED BY THE DEBTORS AND ONE OR MORE SUCCESSFUL BIDDERS AT THE AUCTIONS.

[Remainder of page intentionally left blank.]

Dated: March [], 2021
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ G. David Dean

Seth Van Aalten, Esq. (admitted *pro hac vice*)

G. David Dean, Esq. (No. 6403)

Justin R. Alberto (No. 5126)

500 Delaware Avenue, Suite 1410

Wilmington, Delaware 19801

Telephone: (302) 652-3131

Facsimile: (302) 574-2103

Email: svanaalten@coleschotz.com

ddean@coleschotz.com

jalberto@coleschotz.com

- and -

PAUL HASTINGS LLP

Luc A. Despins, Esq. (admitted *pro hac vice*)

G. Alexander Bongartz, Esq. (admitted *pro hac vice*)

200 Park Avenue

New York, New York 10166

Telephone: (212) 318-6000

Facsimile: (212) 319-4090

Email: lucdespins@paulhastings.com

alexbongartz@paulhastings.com

Counsel to Debtors and Debtors in Possession

Exhibit 3

Cure Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

	X	
	:	
In re:	:	Chapter 11
	:	
EHT US1, Inc., <i>et al.</i> ,	:	Case No. 21-10036 (CSS)
	:	
	:	(Jointly Administered)
	:	
Debtors. ¹	:	
	X	

**NOTICE OF CURE COSTS AND POTENTIAL
ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS
AND UNEXPIRED LEASES IN CONNECTION WITH SALE TRANSACTION**

On March [●], 2021 EHT US1, Inc. and its affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) filed with the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) a motion [Docket No. [●]] (the “**Motion**”)² for the entry of an order (the “**Bidding Procedures Order**”): (i) approving the Bidding Procedures, substantially in the form attached to the Bidding Procedures Order as **Exhibit 1**; (ii) authorizing the Debtors to designate a stalking horse bidder; (iii) approving certain protections for the stalking horse bidder; (iv) setting the deadline for potential bidders to submit a proposal to purchase the Debtors’ Assets (the “**Bid Deadline**”), scheduling the auctions (the “**Auctions**”), and scheduling the hearing with respect to the approval of the sale (the “**Sale Hearing**”); (v) authorizing and approving the form and manner of the Sale Notice; (vi) authorizing and approving the Cure Notice to the Counterparties regarding the Debtors’ potential assumption and assignment of the Designated Contracts and Designated Leases and of the Debtors’ calculation of the amount necessary to cure any defaults thereunder (the “**Cure Costs**”); (vii) authorizing and approving procedures for the assumption and assignment of the Designated Contracts and

¹ The Debtors in these chapter 11 cases, along with the last four digits of each debtor’s tax identification number, as applicable, are as follows: EHT US1, Inc. (6703); 5151 Wiley Post Way, Salt Lake City, LLC (1455); ASAP Cayman Atlanta Hotel LLC (2088); ASAP Cayman Denver Tech LLC (7531); ASAP Cayman Salt Lake City Hotel LLC (7546); ASAP Salt Lake City Hotel, LLC (7146); Atlanta Hotel Holdings, LLC (6450); CI Hospitality Investment, LLC (7641); Eagle Hospitality Real Estate Investment Trust (7734); Eagle Hospitality Trust S1 Pte Ltd. (7669); Eagle Hospitality Trust S2 Pte Ltd. (7657); EHT Cayman Corp. Ltd. (7656); Sky Harbor Atlanta Northeast, LLC (6846); Sky Harbor Denver Holdco, LLC (6650); Sky Harbor Denver Tech Center, LLC (8303); UCCONT1, LLC (0463); UCF 1, LLC (6406); UCRDH, LLC (2279); UCHIDH, LLC (6497); Urban Commons 4th Street A, LLC (1768); Urban Commons Anaheim HI, LLC (3292); Urban Commons Bayshore A, LLC (2422); Urban Commons Cordova A, LLC (4152); Urban Commons Danbury A, LLC (4388); Urban Commons Highway 111 A, LLC (4497); Urban Commons Queensway, LLC (6882); Urban Commons Riverside Blvd., A, LLC (4661); and USHIL Holdco Member, LLC (4796). The Debtors’ mailing address is 3 Times Square, 9th Floor New York, NY 10036 c/o Alan Tantleff (solely for purposes of notices and communications).

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion or Bidding Procedures, as applicable.

Designated Leases and the determination of Cure Costs with respect thereto (collectively, the “**Assumption and Assignment Procedures**”); and (viii) granting related relief.

On March [●], 2021, the Bankruptcy Court entered the Bidding Procedures Order [Docket No. [●]] approving, among other things, the Bidding Procedures, which establishes the key dates and times related to the Auctions and Sale Hearing.³

You are receiving this Notice because you may be a counterparty to an executory contract or unexpired lease of the Debtors that may be assumed and assigned to the Successful Bidder, or as otherwise contemplated in the Successful Bid (collectively, the “Designated Contracts and Designated Leases”). Each of the Designated Contracts and Designated Leases that may be assumed and assigned in connection with a Sale Transaction with a Successful Bidder and the Debtors’ calculation of the Cure Costs with respect thereto are set forth on **Exhibit A** hereto.⁴ The Cure Costs are the only amounts proposed to be paid upon the assumption and assignment of the Designated Contracts and Designated Leases.

Stalking Horse Bid

A binding stalking horse bid (the “**Stalking Horse Bid**”) has been submitted by Madison Phoenix LLC (the “**Stalking Horse Bidder**”). The Stalking Horse Bidder has executed an asset purchase agreement (the “**Stalking Horse Agreement**”)⁵ for the purchase of substantially all of the Debtors’ Assets (the “**Stalking Horse Bid**”). The Stalking Horse Bid is subject to higher or otherwise better offers submitted in accordance with the terms and provisions of the Bidding Procedures. The party submitting the highest or otherwise best bid shall be referred to herein as the “**Successful Bidder.**”

Key Dates

The key dates associated with the Assumption and Assignment Procedures for all Designated Contracts and Designated Leases are as follows. Such dates may be extended or otherwise modified by the Debtors, after consultation with the professionals to the Committee, by filing a notice of such extension or modification on the Court’s docket:

- **Cure Objection/Adequate Assurance Objection Deadline with Respect to Stalking Horse Bidder.** Objections to the proposed Cure Costs of any Designated Contracts and Designated Leases listed on **Exhibit A** hereto and provision of adequate assurance of future performance with respect to the Stalking Horse Bidder must be filed with the Court and be served on the Objection Notice Parties (as defined herein) on or before **April [●], 2021 at 4:00 p.m. (prevailing Eastern Time).**
- **Adequate Assurance Objection with Respect to Any Other Successful Bidder.** Objections to the adequate assurance of future performance of any Designated Contracts

³ To the extent of any inconsistencies between the Bidding Procedures and the summary descriptions of the Bidding Procedures in this notice, the terms in the Bidding Procedures shall control in all respects.

⁴ The Cure Costs are calculated as of [____], 2021.

⁵ The Stalking Horse Agreement is attached as **Exhibit []** to the Bidding Procedures Order.

and Designated Leases listed on **Exhibit A** hereto with respect to any other Successful Bidder must be filed with the Court and be served on the Objection Notice Parties (as defined herein) on or before served on the Objection Notice Parties on or before **May 24, 2021 at 4:00 p.m. (prevailing Eastern Time)**.

- **Sale Hearing.** A hearing to approve and authorize the sale of the Debtors' Assets to the Successful Bidder (which may be the Stalking Horse Bidder) will be held before the Court on or before **May 28, 2021 at [•] [a.m./p.m.] (prevailing Eastern Time)** or such other date as determined by the Court.

Filing Objections

A. Cure Objections

Any objection to the potential assumption, assignment, or designation of Designated Contracts and Designated Leases identified on **Exhibit A** hereto, the subject of which objection is the Debtors' proposed Cure Costs, if any, must (i) be in writing, (ii) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, (iii) state, with specificity, the legal and factual basis thereof, including, what Cure Costs the objecting party believes are required, (iv) include any appropriate documentation in support thereof, (v) be filed with the Court by no later than **April [•], 2021 at 4:00 p.m. (prevailing Eastern Time)**, and (vi) served on (a) counsel for the Debtors, Paul Hastings LLP, 200 Park Avenue, New York, New York 10166 (Attn: Luc A. Despins (lucdespins@paulhastings.com), Pedro A. Jimenez (pedrojimenez@paulhastings.com) and G. Alexander Bongartz (alex bongartz@paulhastings.com)), and Cole Schotz P.C., 500 Delaware Avenue, Suite 1410, Wilmington, Delaware 19801 (Attn: Seth Van Aalten (svanaalten@coleschotz.com), G. David Dean (ddean@coleschotz.com), and Justin R. Alberto (jalberto@coleschotz.com)); (b) counsel for the Stalking Horse Bidder, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153, (Attn: Gabriel A. Morgan (Gabriel.Morgan@weil.com)); (c) proposed counsel for the Official Committee of Unsecured Creditors, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036 (Attn: Adam C. Rogoff (arogoff@kramerlevin.com), Daniel M. Eggermann (deggermann@kramerlevin.com), Robert T. Schmidt (rschmidt@kramerlevin.com), and Douglas Buckley (dbuckley@kramerlevin.com)) and Morris James LLP, 500 Delaware Avenue, Suite 1500, Wilmington, Delaware 19801, (Attn: Eric J. Monzo (emonzo@morrisjames.com) and Brya M. Keilson (bkeilson@morrisjames.com)); (d) counsel for Bank of America, N.A., Morgan, Lewis & Bockius LLP, (Attn: P. Sabin Willett (sabin.willett@morganlewis.com), Jennifer Feldsher (Jennifer.feldsher@morganlewis.com) and David M. Riley (david.riley@morganlewis.com); and (e) the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801 (Attn: Richard Schepacarter, Esq.) (collectively, the "**Objection Notice Parties**").

IF A COUNTERPARTY FAILS TO FILE WITH THE BANKRUPTCY COURT AND SERVE ON THE OBJECTION NOTICE PARTIES A TIMELY CURE OBJECTION, THE COUNTERPARTY SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION WITH REGARD TO ASSUMPTION AND ASSIGNMENT OF THE RESPECTIVE DESIGNATED CONTRACT OR DESIGNATED LEASE OR THE AMOUNT TO CURE ANY DEFAULT UNDER SUCH DESIGNATED CONTRACT OR

DESIGNATED LEASE. THE CURE COSTS SET FORTH ON EXHIBIT A HERETO SHALL BE CONTROLLING AND WILL BE THE ONLY AMOUNT NECESSARY TO CURE OUTSTANDING DEFAULTS UNDER THE APPLICABLE DESIGNATED CONTRACT OR DESIGNATED LEASE UNDER BANKRUPTCY CODE SECTION 365(B), NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE DESIGNATED CONTRACT OR DESIGNATED LEASE, OR ANY OTHER DOCUMENT, AND THE APPLICABLE COUNTERPARTY SHALL BE FOREVER BARRED FROM ASSERTING ANY ADDITIONAL CURE OR OTHER AMOUNTS WITH RESPECT TO SUCH DESIGNATED CONTRACT OR DESIGNATED LEASE AGAINST THE DEBTORS, ANY SUCCESSFUL BIDDER, OR THE PROPERTY OF ANY OF THEM.

Adequate Assurance Objections

Adequate Assurance Objections with respect to the assumption and assignment of any Designated Contract or Designated Lease identified on **Exhibit A** hereto must (i) be in writing, (ii) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, (iii) state, with specificity, the legal and factual basis thereof, (iv) include any appropriate documentation in support thereof, (v) be filed with the Court by no later than **April [●], 2021 at 4:00 p.m. (prevailing Eastern Time)**, with respect to the Stalking Horse Bidder, and **May 24, 2021 at 4:00 p.m. (prevailing Eastern Time)**, with respect to any other Successful Bidder, and (vi) served on the Objection Notice Parties.

Adequate assurance of future performance information regarding the Stalking Horse Bidder is also available by contacting counsel to the Debtors at the contact information set forth in Section A above.

IF A COUNTERPARTY FAILS TO FILE WITH THE BANKRUPTCY COURT AND SERVE ON THE OBJECTION NOTICE PARTIES A TIMELY ADEQUATE ASSURANCE OBJECTION, THE COUNTERPARTY SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION WITH REGARD TO ADEQUATE ASSURANCE OF FUTURE PERFORMANCE OF THE APPLICABLE DESIGNATED CONTRACT OR DESIGNATED LEASE. THE SUCCESSFUL BIDDER (OR ANY OTHER ENTITY CONTEMPLATED BY THE SUCCESSFUL BID) SHALL BE DEEMED TO HAVE PROVIDED ADEQUATE ASSURANCE OF FUTURE PERFORMANCE WITH RESPECT TO THE APPLICABLE DESIGNATED CONTRACT OR DESIGNATED LEASE IN ACCORDANCE WITH BANKRUPTCY CODE SECTION 365(F)(2)(B), NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE DESIGNATED CONTRACT OR DESIGNATED LEASE OR ANY OTHER DOCUMENT.

Sale Hearing

The Debtors will seek to assume and assign certain of the Designated Contracts and Designated Leases at a hearing to approve the Sale Transaction (the “**Sale Hearing**”) that is scheduled to commence on **May 28, 2021 at [●] [a.m./p.m.] (prevailing Eastern Time)** before the Honorable Christopher S. Sontchi, in the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 6th Floor, Wilmington, DE 19801. If a timely Cure Objection or Adequate Assurance Objection is received and such objection cannot otherwise be resolved by the

parties, such objection shall be heard at the Sale Hearing or such later date as the Debtors determine.

Additional Information

Copies of the Motion, the Bidding Procedures Order, and the Bidding Procedures, as well as all related exhibits, including the Stalking Horse Bid and all other agreements filed with the Court, may be obtained free of charge at the website dedicated to the Debtors' chapter 11 cases maintained by their claims and noticing agent, Donlin, Recano & Company, Inc. at <https://www.donlinrecano.com/Clients/eagle/Index>, or can be requested by e-mail at eagleinfo@donlinrecano.com.

Other

The inclusion of any contract or lease on **Exhibit A** hereto shall not constitute or be deemed a determination or admission by the Debtors that such contract or other document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code (all rights with respect thereto being expressly reserved).

Notwithstanding the inclusion of any lease or contract on **Exhibit A** hereto, a Successful Bidder (including the Stalking Horse Bidder) is not bound or required to accept assignment of any Designated Contract or Designated Lease.

[Remainder of page intentionally left blank.]

Dated: March [], 2021
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ G. David Dean

Seth Van Aalten, Esq. (admitted *pro hac vice*)

G. David Dean, Esq. (No. 6403)

Justin R. Alberto (No. 5126)

500 Delaware Avenue, Suite 1410

Wilmington, Delaware 19801

Telephone: (302) 652-3131

Facsimile: (302) 574-2103

Email: svanaalten@coleschotz.com

ddean@coleschotz.com

jalberto@coleschotz.com

- and -

PAUL HASTINGS LLP

Luc A. Despins, Esq. (admitted *pro hac vice*)

G. Alexander Bongartz, Esq. (admitted *pro hac vice*)

200 Park Avenue

New York, New York 10166

Telephone: (212) 318-6000

Facsimile: (212) 319-4090

Email: lucdespins@paulhastings.com

alexbongartz@paulhastings.com

Counsel to Debtors and Debtors in Possession

Exhibit 4

Stalking Horse Agreement

EXHIBIT C-1

FORM OF CT DEED

Record and Return to:
[name and address]

QUIT-CLAIM DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME GREETING:

KNOW YE, that **URBAN COMMONS DANBURY A, LLC**, hereinafter referred to as the Grantor, for the consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration received to its full satisfaction of **[GRANTEE'S NAME]**, hereinafter referred to as Grantee, does remise, release and forever QUIT-CLAIM unto said Grantee, to its successors and assigns forever, all right, title, claim and demand whatsoever as said Grantor has or ought to have in or to the property shown and described in the Schedule "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the premises, with all the appurtenances, unto the said Grantee, and its successors and assigns forever, so that neither Grantor nor its successors and assigns nor any other person under it shall hereafter have any claim, right to title in or to the premises, or any part thereof, but therefrom they are by these presents forever barred and excluded.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the date noted below.

Signed, Sealed and Delivered
in the presence of:

URBAN COMMONS DANBURY A, LLC

, Witness

, Witness

By: _____
Name: _____
Title: _____

STATE OF)
) ss: _____
COUNTY OF)

Personally appeared _____, [officer/member] of Urban Commons Danbury A, LLC, signer and sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed, before me this ____ day of _____, 2021.

Notary Public
My Commission Expires: _____

SCHEDULE A**PROPERTY DESCRIPTION**

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, TOGETHER WITH THE BUILDINGS THEREON, SITUATE IN THE CITY OF DANBURY, COUNTY OF FAIRFIELD AND STATE OF CONNECTICUT, AT OLD RIDGEBURY ROAD SO-CALLED BEING MORE FULLY DELINEATED ON A CERTAIN MAP ENTITLED, "PLOT PLAN PREPARED FOR D. H. INN ASSOCIATES DANBURY, CONNECTICUT SCALE 1"=40' AREA: 7.238 AC:' ZONE: IL-40," WHICH MAP IS DATED JUNE 19, 1980 AND IS CERTIFIED CORRECT AS A CLASS A-2 SURVEY BY SURVEYING ASSOCIATES, P. C. PAUL M. FAGAN, L. S. 7756, AND WHICH MAP IS FILED IN THE OFFICE OF THE TOWN CLERK OF SAID DANBURY AS MAP 6940, TO WHICH MAP REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID PREMISES. A METES AND BOUNDS DESCRIPTION OF SAID PREMISES IS AS FOLLOWS:

COMMENCING AT A POINT LYING ON THE WESTERLY LINE OF THE HEREIN DESCRIBED PARCEL AND THE EASTERLY LINE OF THE HIGHWAY KNOWN AS RIDGEBURY ROAD, WHICH POINT MARKS AND IS THE DIVIDING LINE BETWEEN THE HEREIN DESCRIBED PARCEL AND LAND OF THE STATE OF CONNECTICUT; THENCE RUNNING ALONG A NON-ACCESS HIGHWAY LINE OF LAND OF THE STATE OF CONNECTICUT ALONG A COURSE OF NORTH 17 DEGREES 59 MINUTES 23 SECONDS WEST A DISTANCE OF 135.00 FEET TO A POINT; WHICH POINT MARKS THE NORTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL AND THE SOUTHERLY NON-ACCESS HIGHWAY LINE OF THE STATE OF CONNECTICUT HIGHWAY KNOWN AS INTERSTATE 84; THENCE TURNING AND RUNNING ALONG THE AFOREMENTIONED STATE OF CONNECTICUT NON-ACCESS HIGHWAY LINE, THE FOLLOWING COURSES AND DISTANCES: (NORTH 67 DEGREES 40 MINUTES 59 SECONDS EAST 450.22'), (NORTH 83 DEGREES 58 MINUTES ,10 SECONDS EAST 485.61'), (NORTH 86 DEGREES 27 MINUTES 54 SECONDS EAST 210.30') TO A CONNECTICUT HIGHWAY DEPARTMENT MONUMENT, WHICH MONUMENT MARKS THE NORTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL AND THE NORTHWEST CORNER OF LAND NOW OR FORMERLY OF JENSEN INC., THENCE TURNING AND RUNNING ALONG LAND NOW OR FORMERLY OF THE AFOREMENTIONED JENSEN , INC., ALONG A COURSE OF SOUTH 51 DEGREES 34 MINUTES 24 SECONDS EAST A DISTANCE OF 55.11 FEET JOINT MARKING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL, WHICH POINT MARKS THE INTERSECTION OF PROPERTY OF THE HEREIN DESCRIBED PARCEL, PROPERTY NOW OR FORMERLY OF THE AFOREMENTIONED JENSEN'S INC. AND PROPERTY NOW OR FORMERLY OF HERBERT AND SHIRLEY MAGIDSON; THENCE TURNING AND RUNNING ALONG LAND NOW OR FORMERLY OF THE AFOREMENTIONED HERBERT AND SHIRLEY MAGIDSON AND IN PART ALONG THE CENTERLINE OF A STONEWALL, THE FOLLOWING COURSES AND DISTANCES: (SOUTH 52 DEGREES 33 MINUTES 10 SECONDS WEST, 236.86 FEET), (SOUTH 53 DEGREES 23 MINUTES 40 SECONDS WEST, 314.20 FEET), (SOUTH 52 DEGREES 55 MINUTES 10 SECONDS WEST 227.63 FEET), TO A STONEWALL INTERSECTION; THENCE TURNING AND

CONTINUING ALONG LAND NOW OR FORMERLY OF THE AFOREMENTIONED HERBERT AND SHIRLEY MAGIDSON AND ALONG THE CENTERLINE OF A STONEWALL HAVING A COURSE OF NORTH 31 DEGREES 30 MINUTES 10 SECONDS WEST, A DISTANCE OF 185.13 FEET TO A STONEWALL INTERSECTION, THENCE TURNING AND CONTINUING ALONG LAND NOW OR FORMERLY OF THE AFOREMENTIONED HERBERT AND SHIRLEY MAGIDSON AND IN PART ALONG

THE CENTERLINE OF A STONEWALL; THE FOLLOWING COURSES AND DISTANCES:

(SOUTH 54 DEGREES 38 MINUTES 30 SECONDS WEST, 121.14'), (SOUTH 53 DEGREES 10 MINUTES 30 SECONDS WEST, 235.02'); TO A POINT MARKING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL AND THE EASTERLY LINE OF THE HIGHWAY KNOWN AS RIDGEBURY ROAD; THENCE TURNING AND RUNNING ALONG THE EASTERLY LINE OF THE AFOREMENTIONED RIDGEBURY ROAD ALONG A COURSE NORTH 28 DEGREES 39 MINUTES 9 SECONDS WEST A DISTANCE OF 219.53' TO THE POINT OF COMMENCEMENT.

REFERENCE MAY BE FURTHER MADE TO MAP NO. 9075 ON FILE IN THE DANBURY TOWN CLERK'S OFFICE.

EXHIBIT C-2

FORM OF UT DEED

WHEN RECORDED MAIL TO

[_____]
[_____]
[_____]

Tax ID No.: [_____]

QUIT CLAIM DEED

5151 Wiley Post Way, Salt Lake City, LLC, a Delaware limited liability company, **GRANTOR**, hereby **QUIT CLAIMS** to [_____], a Delaware limited liability company, **GRANTEE**, of [_____], for Ten Dollars and other valuable consideration, the real property located in Summit County, Utah, legally described on Exhibit A attached hereto.

Dated this _____ day of _____, 2021.

5151 Wiley Post Way, Salt Lake City, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____

COUNTY OF _____

The instrument entitled Quit Claim Deed was acknowledged before me on March __, 2021 by _____, the _____ of 5151 Wiley Post Way, Salt Lake City, LLC, a Delaware limited liability company.

Notary Public

My Commission Expires: _____

EXHIBIT A

Parcel 1:

All of Lot 2, SALT LAKE INTERNATIONAL CENTER, PLAT 1B, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder.

Parcel 1A:

Together with all rights and easements as described in Master Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center recorded April 30, 1975 as Entry No. 2703864 in Book 3846 at page 372, and all amendments, supplements and modifications thereto as recorded in the office of the Salt Lake County Recorder.

EXHIBIT C-3

FORM OF CA DEED

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

MAIL TAX STATEMENTS TO:

Attn: _____

(Space above this line reserved for
Recorder's use only)

QUITCLAIM DEED
(Assessor's Parcel No. _____)

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, [_____] (the "Grantor"), hereby RELEASES, REMISES AND QUITCLAIMS the real property described below to [_____] any and all right, title and interest the Grantor may have in and to the real property located in the City of [_____] County of [_____] State of California, described on Exhibit A attached hereto and made a part hereof.

Executed as of this _____ day of _____, 2021.

[_____]

By: _____

Name:

Title:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____)
)ss

County of _____)

On _____, before me, _____, a notary public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibits to Exhibit C-3

EXHIBIT A - Legal Description

[To be inserted.]

EXHIBIT C-4

FORM OF CO DEED TO BE AGREED ON BY THE PARTIES

EXHIBIT C-5

FORM OF FL DEED TO BE AGREED ON BY THE PARTIES

EXHIBIT C-6

FORM OF GA DEED TO BE AGREED ON BY THE PARTIES

EXHIBIT B

*Sale Order*¹

¹ To be filed.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

EHT US1, Inc., *et al.*,

Debtors.¹

----- X
:
: Chapter 11
:
: Case No. 21-10036 (CSS)
:
: (Jointly Administered)
:
----- X

**DECLARATION OF LAWRENCE Y. KWON IN SUPPORT OF MOTION
OF DEBTORS FOR ENTRY OF ORDERS (I) APPROVING (A) BIDDING
PROCEDURES, (B) DESIGNATION OF STALKING HORSE BIDDER
AND STALKING HORSE BIDDER PROTECTIONS, (C) FORM AND MANNER
OF NOTICE OF SALE, AUCTION, AND SALE HEARING, AND (D) ASSUMPTION
AND ASSIGNMENT PROCEDURES, (II) SCHEDULING AUCTION AND SALE
HEARING, (III) APPROVING (A) SALE OF SUBSTANTIALLY ALL OF
DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS, AND
ENCUMBRANCES, AND (B) ASSUMPTION AND ASSIGNMENT OF EXECUTORY
CONTRACTS AND UNEXPIRED LEASES, AND (IV) GRANTING RELATED RELIEF**

I, Lawrence Y. Kwon, pursuant to 28 U.S.C. § 1746, hereby declare that the following is true and correct to the best of my knowledge, information, and belief:

1. I am over the age of 18 and competent to testify.
2. I am a Managing Director at Moelis & Company LLC ("Moelis"), an investment banking and financial advisory firm with its principal office at 399 Park Avenue, 5th Floor, New

¹ The Debtors in these chapter 11 cases, along with the last four digits of each debtor's tax identification number, as applicable, are as follows: EHT US1, Inc. (6703); 5151 Wiley Post Way, Salt Lake City, LLC (1455); ASAP Cayman Atlanta Hotel LLC (2088); ASAP Cayman Denver Tech LLC (7531); ASAP Cayman Salt Lake City Hotel LLC (7546); ASAP Salt Lake City Hotel, LLC (7146); Atlanta Hotel Holdings, LLC (6450); CI Hospitality Investment, LLC (7641); Eagle Hospitality Real Estate Investment Trust (7734); Eagle Hospitality Trust S1 Pte Ltd. (7669); Eagle Hospitality Trust S2 Pte Ltd. (7657); EHT Cayman Corp. Ltd. (7656); Sky Harbor Atlanta Northeast, LLC (6846); Sky Harbor Denver Holdco, LLC (6650); Sky Harbor Denver Tech Center, LLC (8303); UCCONT1, LLC (0463); UCF 1, LLC (6406); UCRDH, LLC (2279); UCHIDH, LLC (6497); Urban Commons 4th Street A, LLC (1768); Urban Commons Anaheim HI, LLC (3292); Urban Commons Bayshore A, LLC (2422); Urban Commons Cordova A, LLC (4152); Urban Commons Danbury A, LLC (4388); Urban Commons Highway 111 A, LLC (4497); Urban Commons Queensway, LLC (6882); Urban Commons Riverside Blvd., A, LLC (4661); and USHIL Holdco Member, LLC (4796). The Debtors' mailing address is 3 Times Square, 9th Floor New York, NY 10036 c/o Alan Tantleff (solely for purposes of notices and communications).

York, New York 10022. Moelis has been engaged to serve as investment banker to EHT US1, Inc. (“EHT”), and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively with EHT, the “Debtors”).

3. I submit this declaration in support of the *Motion of Debtors for Entry of Orders (I) Approving (A) Bidding Procedures, (B) Designation of Stalking Horse Bidder and Stalking Horse Bidder Protections, (C) Form and Manner of Notice of Sale, Auctions, and Sale Hearing, and (D) Assumption and Assignment Procedures, (II) Scheduling Auctions and Sale Hearing, (III) Approving (A) Sale of Substantially All of Debtors’ Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, and (B) Assumption and Assignment of Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief* (the “Motion”),² filed contemporaneously herewith.

Qualifications

4. In my role as a Managing Director at Moelis, I specialize in advising clients in the real estate, gaming, hospitality and leisure industries. I have over twenty (20) years of investment banking and management consulting experience, advising both companies and investors on a wide variety of corporate finance matters including M&A, recapitalizations and restructurings, and debt and equity capital raisings. I advise on both U.S. and international transactions and have executed numerous cross-border transactions involving parties in Asia, Canada, Mexico and the Middle East. Prior to joining Moelis & Company, I was a Vice President at Jefferies & Company in the Recapitalization & Restructuring Group and a Management Consultant at Accenture.

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion.

5. During my career, I have participated in a wide variety of in-court and out-of-court restructuring, recapitalization, financing, and sale transactions across a broad range of industries and geographies. Further, the current managing directors, directors, vice presidents, and associates of Moelis have extensive experience working with financially troubled companies in complex financial restructurings, both out-of-court and in chapter 11 proceedings. Moelis and its principals have been involved as advisor to debtors, creditors, equity constituencies, and government agencies in many reorganization cases.

6. Moelis provides a broad range of investment banking services to its clients, including: (a) general corporate finance; (b) mergers, acquisitions, and divestitures; (c) corporate restructurings; (d) special committee assignments; and (e) capital raising. Moelis and its senior professionals have extensive experience in the reorganization and restructuring of distressed companies, both out-of-court and in chapter 11 cases. Moelis' business reorganization professionals have served as investment bankers in numerous cases, including: *In re CBL & Assocs. Properties, Inc.*, No. 20-35226 (Bankr. S.D. Tex. Dec. 30, 2020); *In re Energy Alloys Holdings, LLC*, No. 20-12088 (MFW) (Bankr. D. Del. Nov. 23, 2020); *In re The Hertz Corp.*, No. 20-11218 (MFW) (Bankr. D. Del. July 30, 2020); *In re Extraction Oil & Gas, Inc.*, No. 20-11548 (CSS) (Bankr. D. Del. June 14, 2020); *In re The McClatchy Company*, No. 20-10418 (MEW) (Bankr. S.D.N.Y. May 18, 2020); *In re Internap Technology Solutions Inc.*, No. 20-22393 (RDD) (Bankr. S.D.N.Y. May 5, 2020); *In re Whiting Petroleum Corp.*, No. 20-32021 (DRJ) (Bankr. S.D. Tex. May 9, 2020); *In re Rentpath Holdings, Inc.*, No. 20-10312 (BLS) (Bankr. D. Del. Mar. 10, 2020); *In re Sanchez Energy Corp.*, No. 19-34508 (Bankr. S.D. Tex. Oct. 21, 2019); *In re Joerns Woundco Holdings, Inc.*, No. 19-11401 (JTD) (Bankr. D. Del. July 25, 2019); *In re GUE Liquidation Cos., Inc.*, No. 19-11240 (LSS) (Bankr. D. Del. Jul. 2, 2019);

In re Hexion Holdings LLC, No. 19-10684 (KG) (Bankr. D. Del. May 15, 2019); *In re Aegean Marine Petrol. Network Inc.*, Case No. 18-13374 (MEW) (Bankr. S.D.N.Y. Feb. 20, 2019); *In re Parker Drilling Co., Inc.*, Case No. 18-36958 (MI) (Bankr. S.D. Tex. Jan. 15, 2019); *In re ATD Corp.*, Case No. 18-12221 (KJC) (Bankr. D. Del. Nov. 5, 2018); *In re Aralez Pharmaceuticals US Inc.*, No. 18-12425 (MG) (Bankr. S.D.N.Y. Nov. 1, 2018); *In re iHeartMedia, Inc.*, No. 18-31274 (MI) (Bankr. S.D. Tex. July 24, 2018); *In re Global A&T Elecs. Ltd*, Case No. 17-23931 (RDD) (Bankr. S.D.N.Y. Feb. 26, 2018); *In re Toys “R” Us, Inc.*, Case No. 17-34665 (KLP) (Bankr. E.D. Va. Nov. 21, 2017); *In re TK Holdings, Inc.*, Case No. 17-11375 (Bankr. D. Del. Aug. 30, 2017).

7. Moelis has been advising the Eagle Hospitality Group since April 2020. In that capacity, Moelis has become intimately familiar with the Debtors and their operations, and members of the Moelis team and I have been directly involved in the Debtors’ chapter 11 cases and the matters leading up to the Debtors’ chapter 11 filings.

8. Except as otherwise indicated, all facts set forth in this declaration are based upon my personal knowledge of the Debtors’ operations and finances, personal knowledge gleaned during the course of my engagement with the Debtors, my discussions with the Debtors’ senior management or members of Moelis, my review of relevant documents, or my opinion based upon experience, knowledge, and information concerning the Debtors’ operations and financial affairs. I have reviewed and I am familiar with the Motion, the Stalking Horse Agreement, and the Bidding Procedures and I am authorized to submit this declaration. If called upon to testify, I could and would testify competently to the facts set forth herein.

Sale Process and Selection of Stalking Horse Bidder

9. Moelis initiated the Sale Process on or about January 29, 2021. Among other things, Moelis contacted 189 potential investors, including asset managers, publicly-traded real estate investment trusts, and private equity investors, of which 86 executed non-disclosure agreements and received diligence materials through a virtual data room, and 29 submitted indications of Interest (“IOIs”). Of the 29 IOIs submitted, 22 contemplated purchase of the Debtors’ entire Hotel Portfolio while 7 contemplated the purchase of a subset of the Hotel Portfolio. Given the breadth of this marketing effort, I believe many of the potential buyers that are most likely to make Qualified Bids on the Assets have already been contacted by Moelis as part of the Sale Process, have had the opportunity to make proposals, and are aware of the Debtors’ goal of effectuating a prompt sale process to achieve the highest value available.

10. Following the receipt of such IOIs, the Debtors and their advisors determined that the Stalking Horse Bidder was the best positioned bidder at this time to submit an unconditional bid containing consideration superior to all IOIs received. Following negotiations with the Stalking Horse Bidder, the Debtors determined, with the assistance of their advisors, that the Stalking Horse Agreement contained the most favorable terms available at this time and provided the Debtors with the flexibility to run a Sale Process to achieve the highest available value, especially given the unprecedented time in which the Debtors are trying to run their chapter 11 cases. As a result, on March 7, 2021, the Debtors executed the Stalking Horse Agreement, which agreement shall serve as the stalking horse agreement for the Assets at the Auctions (to the extent the Debtors receive another Qualified Bid for the Assets prior to the Bid Deadline).

11. The Stalking Horse Agreement provides for total consideration for the Assets in the amount of (i) Four Hundred Seventy Million and No/100 Dollars (\$470,000,000.00), plus the (ii) the assumption of the Assumed Liabilities. This Stalking Horse Bid will establish a valuable floor for the Assets with the opportunity for other bidders to top the Stalking Horse Bid in a public auction process pursuant to the Bidding Procedures.³

12. The Stalking Horse Bid constitutes the best offer reasonably available for the Assets at this time. It is my opinion that subjecting the Stalking Horse Bid to the competitive bidding and auction process established by the Bidding Procedures will enable the Eagle Hospitality Group to solicit higher or otherwise better bids for the benefit of all stakeholders. The goal of the Debtors' continued postpetition sale process is now to leverage the Stalking Horse Agreement to have new or existing bidders submit offers for the Eagle Hospitality Group's Assets in accordance with the Bidding Procedures. I believe that this process is the best option reasonably available given the circumstances to generate the greatest level of interest in purchasing the Assets and to reach the Eagle Hospitality Group's objective of achieving the highest value available at this time for its stakeholders.

Bidding Procedures

13. Working in tandem with the Debtors and the Debtors' other advisors, we designed and negotiated the Bidding Procedures with the goal of promoting a competitive and robust sale process for the Debtors' Assets. If approved, the Bidding Procedures will allow the Debtors to

³ A portion of the Stalking Horse Bid may be satisfied through a credit bid of the obligations of Seller under the DIP Facility (as defined in the Stalking Horse Agreement). Though the Stalking Horse Bidder can satisfy a portion of the Stalking Horse Bid through a credit bid of the DIP Facility, this does not reduce the value of the Stalking Horse Bid vis-a-vis the Debtors' estates because the claims under the DIP facility are superpriority administrative expense claims payable at 100 cents on the dollar.

solicit and identify bids from potential bidders that constitute the highest or otherwise best offers for all or parts of the Debtors' Hotel Portfolio.

14. The Bidding Procedures allow the Debtors and potential bidders to craft sales that will obtain the highest value for the estates under these circumstances. Potential bidders have the option of seeking to acquire either: (i) all fifteen (15) Hotels; (ii) all Hotels other than the QM Hotel (as defined in the Stalking Horse Agreement); or (iii) one or more of the Designated Hotels and/or the QM Hotel (each as defined in the Stalking Horse Agreement).

15. The Bidding Procedures also provide that the Debtors, after consultation with the advisors to the Committee, may consider competing bids in the form of a chapter 11 plan of reorganization, subject to the requirements set forth in the Bidding Procedures. Further, the Debtors and their professionals, after consultation with advisors to the Committee, are permitted to engage with one or more Potential Bidders for the purpose of soliciting a joint Bid or combining separate Bids into a joint Bid that qualifies as a Qualified Bid for substantially all of the Assets or substantially all of the Assets other than the QM Hotel. The Debtors may do so until the commencement of the Auctions.

16. The Debtors will have the ability to alter the Bidding Procedures based upon the exigencies of a given situation if the Debtors determine, in their business judgment, in a manner consistent with their fiduciary duties and applicable law, and in consultation with certain parties as provided in the Bidding Procedures.

17. In formulating the Bidding Procedures and the time periods set forth therein, the Debtors balanced the need to provide adequate and appropriate notice to parties in interest and potential bidders with the need to quickly and efficiently run a sale process with the Debtors' available liquidity to achieve the highest value available at this time.

18. The Bidding Procedures provide for an orderly, uniform, and competitive process through which interested parties may submit offers to purchase the Assets or a subset thereof, subject to the limitations set forth in the Bidding Procedures. The Debtors, with the assistance of their advisors, have structured the Bidding Procedures to promote active bidding by interested parties and to reach the highest or otherwise best offer reasonably and practically available for the Assets. Additionally, the Bidding Procedures will allow the Debtors to conduct the Auctions, if necessary, in a reasonable, appropriate, and transparent manner that will encourage participation by financially capable bidders with demonstrated ability to timely consummate the Sale Transaction. The Bidding Procedures provide the Debtors with an adequate opportunity to consider competing bids and to select the highest or otherwise best offers available at this time for the completion of the Sale Transaction.

Time Periods Set Forth in Bidding Procedures

19. I have reviewed the relevant dates and milestones set forth in the Motion and Bidding Procedures and participated in the negotiation of same. In my opinion, the time periods set forth in the Motion and the Bidding Procedures are reasonable and will provide all parties with sufficient time to conduct due diligence (including Hotel site visits) and submit a bid for all or part of the Debtors' Hotel Portfolio. In particular, potential bidders will have until May 14, 2021 (fifty-two (52) days from a presumed entry of the Proposed Order on March 23, 2021 and sixty-six (66) days from the filing of this Motion) to submit bids. Relatedly, as a result of having participated in the Sale Process, numerous potential bidders have already obtained access to comprehensive information prepared by the Debtors and their advisors that is maintained in an electronic data room.

20. The Bidding Procedures also contemplate that the Sale Hearing will take place by the end of May 2021, over 4 months prior to the October 15, 2021 sale milestone under the Final DIP Order. The period of time set forth in the Bidding Procedures balances the Debtors' need to market their Assets in a robust manner, but will also prevent the unnecessary accrual of expenses from the Hotels, most of which are still closed. This is critical because payment of such expenses represents accrual of additional indebtedness under the Debtors' DIP financing, which is the only source of liquidity currently available to the Debtors. Thus, proceeding with the sale process on the proposed timeline will help the Debtors secure the highest value available at this time.

Bid Protections

21. Pursuant to the Stalking Horse Agreement, the Debtors have agreed, after arms-length negotiations with the Stalking Horse Bidder and subject to Court approval, to provide the Stalking Horse Bidder with Bid Protections in the form of the payment of a Break Up Fee (subject to the conditions set forth in the Stalking Horse Agreement) in an amount equal to two percent (2%) of \$470,000,000 (or, in the event that a Break-Up Fee is payable following consummation of a Competing Bid with respect to one or more of the Designated Hotels or the QM Hotel, two percent (2%) of the amount allocated to such hotels that are covered by the Competing Bid) and an Expense Reimbursement up to an aggregate amount of Three Million Dollars (\$3,000,000.00).⁴

⁴ The Expense Reimbursement under the Stalking Horse Agreement is not payable in the event that the Stalking Horse Bidder is not the winning bidder with respect to one or more of the Designated Hotels and/or the QM Hotel. Stalking Horse Agreement § 4.7(b). Thus, it is only payable where a Competing Bidder has outbid the Stalking Horse Bidder with respect to the Debtors' entire Hotel Portfolio or the entire Hotel Portfolio excluding the QM Hotel.

22. The Bid Protections are a necessary condition for the Stalking Horse Bidder to enter into the Stalking Horse Agreement, as the Stalking Horse Bidder was unwilling to hold open its offer without assurance of payment of the Break-Up Fee and Expense Reimbursement under the conditions set forth in the Stalking Horse Agreement. The Debtors reasonably determined in their business judgment that the presence of the Stalking Horse Bidder is critical to a disposition of the Assets, as the Stalking Horse Bid will set a floor for the value of the Assets and attract other potential buyers to bid for such assets, thereby allowing for a process to achieve the highest value available at this time for the Assets for the benefit of the Debtors' estates, their creditors and all other parties in interest. Moreover, in the event the Stalking Horse Bidder is not the Successful Bidder but the Stalking Horse Bid is the second highest or otherwise best bid, the Stalking Horse Bidder will be obligated to serve as the Back-Up Bidder.

23. Bidding incentives and protections such as these Bid Protections are valuable to chapter 11 debtors and have become a recognized practice in chapter 11 cases because they enable a debtor to ensure a sale to a contractually committed buyer at a price the debtor believes is reasonable and appropriate, while providing the debtor with the potential of obtaining an enhanced recovery through an auction process.

24. I believe that the Debtors' decision to offer the Bid Protections is (a) commensurate to the benefits conferred upon the Debtors' estates by the Stalking Horse Bidder; and (b) reasonable and appropriate in light of the circumstances and the size and nature of the proposed sale and the efforts that have been and will be expended by the Stalking Horse Bidder.

I declare under penalty of perjury that the foregoing is true and correct.

Date: March 9, 2021
New York, New York

/s/ Lawrence Y. Kwon

Lawrence Y. Kwon
Managing Director
Moelis & Company LLC