

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

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In re: : Chapter 11
: Case No. 21-10036 (CSS)
EHT US1, Inc., *et al.*, :
: (Jointly Administered)
Debtors.¹ : **Re: Docket No. 455**
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**NOTICE OF FILING OF AMENDED SCHEDULE G OF
SCHEDULES OF ASSETS AND LIABILITIES FOR
URBAN COMMONS HIGHWAY 111 A, LLC [CASE NO. 21-10050]**

PLEASE TAKE NOTICE that on March 19, 2021, the above-captioned debtors and debtors in possession (the “Debtors”) filed the Schedules of Assets and Liabilities for Urban Commons Highway 111 A, LLC (the “Schedules”) [Docket No. 455].

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit A** is an amended Schedule G for Urban Commons Highway 111 A, LLC.

PLEASE TAKE FURTHER NOTICE that the Schedules are available for inspection on the Bankruptcy Court’s website at www.deb.uscourts.gov. In addition, copies of the Schedules may be obtained from the website of the Debtors’ claims and noticing agent, Donlin Recano & Company, Inc., <https://www.donlinrecano.com/Clients/eagle/Index/>.

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 (9915); 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).

Dated: May 20, 2021
Wilmington, Delaware

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EXHIBIT A

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

<i>In re</i> EHT US1, Inc., <i>et al.</i> , Debtors.¹	X : : : : : : X	Chapter 11 Case No. 21-10036 (CSS) (Jointly Administered)
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**GLOBAL NOTES AND STATEMENT OF LIMITATIONS, METHODOLOGY,
AND DISCLAIMERS REGARDING THE DEBTORS' SCHEDULES OF
ASSETS AND LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS**

On January 18, 2021 (the “Petition Date”), EHT US1, Inc., certain of its affiliates (collectively, the “Debtors”) each commenced with this Court a voluntary case under chapter 11 of the United States Bankruptcy Code (the “Bankruptcy Code”).² The Debtors are authorized to continue operating their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. These chapter 11 cases (the “Chapter 11 Cases”) are being administered under the caption “In re EHT US1, Inc., et al.” Case Number 21-10036 (CSS).

The Schedules of Assets and Liabilities (the “Schedules” or “SOALs”) and Statements of Financial Affairs (the “Statements” or “SOFAs”) were prepared pursuant to Bankruptcy Code section 521 and Rule 1007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) by the Debtors in conjunction with their financial and legal advisors using unaudited information available as of the Petition Date.

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 (6450); 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 Debtor Eagle Hospitality Real Estate Investment Trust (“EH-REIT”) commenced its chapter 11 case on January 27, 2021. With respect to EH-REIT, references to the Petition Date mean January 27, 2021.

These *Global Notes and Statement of Limitations, Methodology, and Disclaimers Regarding the Debtors' Schedules of Assets and Liabilities and Statements of Financial Affairs* (the "Global Notes") are incorporated by reference in, and comprise an integral part of, each of the Debtors' Schedules, sub-Schedules, Statements, sub-Statements, exhibits, and continuation sheets, and should be referred to in connection with any review of the Schedules and Statements. These Global Notes are in addition to any specific notes contained in any individual Debtor's Schedules or Statements. Disclosure of information in one Schedule, sub-Schedule, Statement, sub-Statement, exhibit, or continuation sheet, even if incorrectly placed, shall be deemed to be disclosed in the correct Schedule, Statement, exhibit, or continuation sheet.

In the event that the Schedules and Statements differ from the Global Notes, the Global Notes shall control.

THE SCHEDULES AND STATEMENTS AND THESE GLOBAL NOTES SHOULD NOT BE RELIED UPON BY ANY PERSONS FOR INFORMATION RELATING TO CURRENT OR FUTURE FINANCIAL CONDITIONS, EVENTS, OR PERFORMANCE OF ANY OF THE DEBTORS.

The Debtors and their officers, agents, attorneys, and financial advisors do not guarantee or warrant the accuracy or completeness of the data that is provided herein and shall not be liable for any loss or injury arising out of or caused, in whole or in part, by the acts, errors, or omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the information contained herein. While commercially reasonable efforts have been made to provide accurate and complete information herein, inadvertent errors or omissions may exist. The Debtors and their officers, employees, agents, attorneys, and financial advisors expressly do not undertake any obligation to update, modify, revise, or recategorize the information provided herein or, except to the extent required by applicable law or an order of the Bankruptcy Court, to notify any third party should the information be updated, modified, revised, or recategorized. In no event shall the Debtors or their officers, employees, agents, attorneys, and financial advisors be liable to any third party for any direct, indirect, incidental, consequential, or special damages (including, but not limited to, damages arising from the disallowance of a potential claim against the Debtors or damages to business reputation, lost business, or lost profits), whether foreseeable or not and however caused, even if the Debtors or their agents, attorneys, and financial advisors are advised of the possibility of such damages.

Global Notes and Overview of Methodology

Reservation of Rights. The Debtors' Chapter 11 Cases are large and complex. The Debtors and their legal and financial advisors have made every reasonable effort to ensure that the Schedules and Statements are as accurate and complete as possible, based on the information that was available to them at the time of preparation. Subsequent information or discovery may result in material changes to these Schedules and Statements, and inadvertent errors or omissions may have occurred. Because the Schedules and Statements contain unaudited information, which is subject to further review, verification, and potential adjustment, there can be no assurance that these Schedules and Statements are accurate and/or complete. The Debtors reserve all rights to, but are

not required to, amend or supplement, or both, the Schedules and Statements from time to time as is necessary and appropriate.

The Debtors have made reasonable efforts to characterize, classify, categorize or designate the claims, assets, executory contracts, unexpired leases, and other items reported in the Schedules and Statements correctly. Further, certain affiliated companies of the Debtors did not file petitions in the Bankruptcy Court of this or any other relevant jurisdiction in the United States (each individually a “Non-Debtor Affiliate”). The Debtors have made reasonable efforts to exclude all assets and liabilities of the Non-Debtor Affiliates from the Schedules and Statements.

Due to the complexity and size of the Debtors’ businesses, however, the Debtors may have improperly characterized, classified, categorized, or designated certain items. The Debtors thus reserve all their rights to recharacterize, reclassify, recategorize, or redesignate items reported in the Schedules and Statements as necessary or appropriate as additional information becomes available. In addition, certain items reported in the Schedules and Statements could be included in more than one category. In those instances, one category has been chosen to avoid duplication. The designation of a category is not meant to be wholly inclusive or descriptive of the rights or obligations represented by such item. Furthermore, as further detailed below, some claims and executory contracts included with the Schedules may not be claims against or contracts with the Debtors, and the Debtors reserve all their rights with respect thereto.

Nothing contained in the Schedules and Statements or these Global Notes shall constitute an admission or a waiver of rights with respect to these Chapter 11 Cases, including, but not limited to, any issues involving substantive consolidation for plan purposes, subordination, and/or causes of action arising under the provisions of chapter 5 of the Bankruptcy Code and other relevant non-bankruptcy laws to recover assets or avoid transfers. For the avoidance of doubt, listing a claim on Schedule D as “secured,” on Schedule E/F as “priority unsecured” or “nonpriority unsecured,” or listing a contract or lease on Schedule G as “executory” or “unexpired,” does not constitute an admission by the Debtors of the legal rights of the claimant and/or contractual counterparty, or a waiver of a Debtor’s right to recharacterize or reclassify such claim or contract. Failure to designate a claim on a given Debtor’s Schedules as “disputed,” “contingent,” or “unliquidated” does not constitute an admission by the Debtors that such amount is not “disputed,” “contingent,” or “unliquidated” or that such claim is not subject to objection. The Debtors reserve their respective rights to dispute, or assert offsets, setoffs, or defenses to, any claim reflected on the Schedules as to the nature, amount, liability, or status or to otherwise subsequently designate any claim as disputed, contingent, and/or unliquidated.

Description of the Case. On January 18, 2021, each of the Debtors (with the exception of EH-REIT) filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. On January 27, 2021, Debtor EH-REIT filed its voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

The Debtors’ Chapter 11 Cases are being jointly administered pursuant to Bankruptcy Rule 1015(b) and Rule 1015-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the District of Delaware.

On February 4, 2021, the United States Trustee for Region 3 appointed a committee of unsecured creditors pursuant to section 1102(a)(1) of the Bankruptcy Code [Docket No. 148], and an amended notice was filed on February 16, 2021 [Docket No. 215]. No trustee or examiner has been appointed to date in these Chapter 11 Cases.

Reporting Date. All asset and liability information, except where otherwise noted, is provided as of the close of business on the Petition Date (which occurred prior to the filing of the Petitions).

Transactions and Time Zones. All transaction dates, except where otherwise noted, reflect the date in the time zone applicable to New York, New York.

Basis of Presentation. For financial reporting purposes, the Debtors have historically prepared consolidated (including Non-Debtor Affiliates) audited financial statements that are filed with the Singapore Exchange Limited (“SGXNET”). Unlike the consolidated financial statements, the Schedules and Statements generally reflect the assets and liabilities of each Debtor on a non-consolidated basis. Accordingly, the amounts listed in the Schedules and Statements will likely differ, at times materially, from the consolidated financial reports prepared historically by the Company for public reporting purposes or otherwise.

Although the Schedules and Statements may, at times, incorporate information prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board (“IFRS”), the Schedules and Statements neither purport to represent nor reconcile to financial statements otherwise prepared and/or distributed by the Debtors in accordance with IFRS, or otherwise. The Debtors do not prepare financial statements in accordance with Generally Accepted Accounting Principles in the United States (“GAAP”).

Currency. All amounts are reflected in U.S. dollars, unless otherwise indicated.

Estimates and Assumptions. The preparation of the Schedules and Statements required the Debtors to make estimates and assumptions that affected the reported amounts of certain assets and liabilities, the disclosure of certain contingent assets and liabilities, and the reported amounts of revenue and expense. Actual results could differ materially from these estimates. The Debtors reserve the right to amend the reported amounts of assets, liabilities, and expenses to reflect changes in those estimates or assumptions.

Totals. All totals that are included in the Schedules and Statements represent totals of all known amounts. To the extent there are unknown or undetermined amounts, the actual totals may be different than the listed totals. Due to the numerous unliquidated, contingent, and/or disputed claims, summary statistics in the Schedules and Statements may materially understate the Debtors’ liabilities.

Undetermined or Unknown Amounts. The description of an amount as “Undetermined” or “Unknown” is not intended to reflect upon the materiality of such amount. Certain amounts may be clarified during the course of the Chapter 11 Cases and certain amounts may depend on

contractual obligations to be assumed as part of a sale in a bankruptcy case under section 363 of the Bankruptcy Code.

Previous Ownership and Recordkeeping. As discussed 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 "Tantleff Declaration"), certain of the Debtors have had multiple owners and ownership structures over the past several years. For the purposes of questions in the Statements with a multiple-year lookback period, it is helpful to understand these phases of ownership. Prior to the May 2019 initial public offering (the "IPO"), certain of the Debtors were owned, wholly or partially, by Urban Commons, LLC ("Urban Commons"). Urban Commons acquired equity interests in some of these Debtors as little as 30 days prior to the IPO. Additionally, certain of the Debtors in this pre-IPO period directly managed the operations of the hotels and directly employed individuals for the hotel staff. While the Debtors have made commercially reasonable efforts to answer questions with respect to the pre-IPO period, it is possible that not all of the records were transferred from the previous owner(s) to Urban Commons, and from Urban Commons to the Debtors.

After the IPO, the Debtors' primary role was as a lessor, leasing its hotel portfolio to subsidiaries of Urban Commons (the "Master Lessees") through those certain master lease agreements (the "Master Leases"). The Master Lessees turned over day-to-day operations to hotel management companies (the "Hotel Managers") through various hotel management agreements ("HMAs") entered into between the Master Lessees and Hotel Managers. During this period, the Debtors' main function was collecting rent from the Master Lessees and paying certain tax and insurance payments, among others. The Debtors' responses to Statement questions for this time period reflect the Debtors' reduced role in the management of its hotel properties.

As the result of certain developments as laid out in the Tantleff Declaration, the Debtors terminated the Master Leases as of October 1, 2020 (the "Termination Date"). From the Termination Date until (and beyond) the Petition Date, the Debtors directly oversaw the day-to-day operations conducted by the Hotel Managers, and directly attributed the operating income (or loss) of the properties as their own income (or loss).

Description of Debtors' Business. The corporate structure of EH-REIT and its Debtor and non-Debtor subsidiaries was established in May 2019 with the principal strategy of investing on a long-term basis in a diversified portfolio of income-producing Hotel properties. EH-REIT is a publicly held, Singapore-based real estate investment trust ("REIT") that has no board of directors but currently acts at the direction of its trustee, DBS Trustee Limited (the "REIT Trustee"). Moreover, EH-REIT was, prior to December 30, 2020, managed by a manager entity, non-Debtor Eagle Hospitality REIT Management Pte. Ltd. (the "Former REIT Manager"), which (as discussed further in the Tantleff Declaration) is owned by third parties and is not a subsidiary of EH-REIT. EH-REIT is part of a stapled trust, Eagle Hospitality Trust, consisting of EH-REIT and non-Debtor Eagle Hospitality Business Trust ("EH-BT"). EH-BT, which (as discussed further in the Tantleff Declaration) is also owned by third parties and is not a subsidiary of EH-REIT, remains dormant as of the Petition Date, and thus for all intents and purposes it is the REIT Trustee that is authorized to act on behalf of EH-REIT.

As noted above, the day-to-day operations of the Debtors' Hotels have been and continue to be conducted by Hotel Managers. Hotel Managers operate the Debtors' open Hotels (the Holiday Inn Denver Hotel, Renaissance Denver Hotel, and Hilton Atlanta Northeast Hotel, collectively, the "Open Hotels") pursuant to HMAs between the Master Lessees and Hotel Managers. In addition, certain Hotel Managers preserve and maintain twelve (12) closed Hotels (the "Closed Hotels") pursuant to "Caretaker Agreements" entered into between the Debtors and Hotel Managers upon the closure of certain of the Hotels beginning in April 2020, as more fully discussed in the Tantleff Declaration. Whether operating Open Hotels pursuant to HMAs or preserving and maintaining Closed Hotels pursuant to Caretaker Agreements, the Hotel Managers are generally the parties contracting with and paying vendors in connection with the provision of Hotel-related goods and services. In addition, because the Hotel Managers are the parties that interact directly with Hotel guests, the Hotel Managers are the parties that are responsible for accepting advanced deposits for the reservation of guest rooms or event spaces and refunding such deposits as appropriate.

Given the above, and consistent with the operation of their business, the Debtors believe that (i) in the absence of a contractual relationship, they are not liable to third parties for claims arising from the provision of Hotel-related goods and services (the "Non-Debtor Accounts Payable Claims"); (ii) the Debtors are not liable for claims arising from the payment of advanced deposits by Hotel guests (the "Non-Debtor Advanced Deposit Claims"); and (iii) executory contracts entered into by the Hotel Managers (and not the Debtors) ("Non-Debtor Executory Contracts") are not executory contracts to which the Debtors are a party. However, depending on the specific terms of HMAs or Caretaker Agreements, the Debtors could be indirectly liable for such claims (if any) through reimbursement obligations owed to Hotel Managers.

Notwithstanding the foregoing, out of an abundance of caution and for informational and noticing purposes only, the Debtors have included exhibits to Schedules E/F listing Non-Debtor Accounts Payable Claims and Non-Debtor Advanced Deposit Claims and have included exhibits to Schedule G listing Non-Debtor Executory Contracts. The Debtors reiterate that they believe they are not liable in connection with such Non-Debtor Accounts Payable Claims and Non-Debtor Advanced Deposit Claims or bound by or party to such Non-Debtor Executory Contracts, and reserve all rights with respect to same.

Because there is no privity of contract between the Debtors and (i) holders of Non-Debtor Accounts Payable Claims, (ii) holders of Non-Debtor Advanced Deposit Claims, and (iii) the parties to Non-Debtor Executory Contracts (collectively, the "Hotel Claimants"), the Debtors have limited information regarding the identities and addresses of the Hotel Claimants, no assurance can be made that the lists of Hotel Claimants attached as exhibits to the Schedules are complete, and address information with respect to certain of the Hotel Claimants is missing from such exhibits. The Debtors continue to investigate and to the extent that additional addresses of Hotel Claimants become available, the Debtors will file the appropriate updated exhibits with the Bankruptcy Court and will ensure appropriate notifications are sent to such additional addresses. In addition, the Debtors lack information regarding the dates on which Non-Debtor Advanced Deposit Claims were incurred.

The Debtors have listed the Hotel Claimants on the Debtors' creditor matrix and will provide such Hotel Claimants for whom the Debtors have addresses with notice of the Debtors' motion for a

bar date in connection with the filing of proofs of claim as well as other pleadings that will be served on all creditors. Therefore, any such Hotel Claimants will have an opportunity to file a proof of claim should they believe they have a claim against a Debtor.

Moreover, the March 7, 2021 *Agreement of Purchase and Sale* (the “Asset Purchase Agreement”) between certain of the Debtors and Madison Phoenix LLC (the (“Buyer”), contemplates that the Buyer shall, subject to the conditions set forth in the Asset Purchase Agreement, receive a credit for the deposits paid in connection with Non-Debtor Advanced Deposit Claims with respect to the Open Hotels (the “Open Hotel Non-Debtor Advanced Deposit Claims”). Subject to the conditions set forth in the Asset Purchase Agreement, the Buyer shall use its best efforts to honor 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 (as defined in the Asset Purchase Agreement).

Asset Presentation and Valuation. In light of the fact that the Debtors are currently engaged in a process to market and sell their assets, it would be prohibitively expensive, unduly burdensome, and an inefficient use of estate assets for the Debtors to obtain current market valuations of all of their assets. Accordingly, unless otherwise indicated, the Schedules and Statements reflect net book values as of the Petition Date. These values do not purport to represent the ultimate value that would be received in the event of a sale and may not represent economic value as determined by an appraisal or other valuation technique. Certain other assets are listed at undetermined or unknown amounts, as the net book values may differ materially from fair market values or the amounts ultimately realized. In addition, certain depreciable assets with a net book value of zero may be included for completeness. The Debtors do not intend to amend these Schedules and Statements to reflect actual values.

The omission of an asset from the Schedules and Statements does not constitute a representation regarding the ownership of such asset, and any such omission does not constitute a waiver of any rights of the Debtors with respect to such asset. Given, among other things, the current market valuation of certain assets and the valuation and nature of certain liabilities, nothing in the Schedules and Statements shall be, or shall be deemed to be, an admission that any Debtor was solvent or insolvent as of the Petition Date.

Contingent Assets and Causes of Action. Despite their reasonable efforts to identify all known assets, the Debtors may not have listed all of their causes of action or potential causes of action against third parties as assets in their Schedules and Statements, including, but not limited to, avoidance actions arising under chapter 5 of the Bankruptcy Code and actions under other relevant non-bankruptcy laws to recover assets. The Debtors reserve all of their rights with respect to any causes of action, avoidance actions, controversy, right of set-off, cross claim, counterclaim, or recoupment, and any claim in connection with any contract, breach of duty imposed by law or in equity, demand, right, action, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, power, privilege, license, and franchise of any kind or character whatsoever, known, unknown, fixed or contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertible directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law they may have, and neither these Global

Notes nor the Schedules and Statements shall be deemed a waiver of any such claims, causes of actions, or avoidance actions or in any way prejudice or impair the assertion of such claims.

The Debtors may also possess contingent and unliquidated claims against affiliated entities (both Debtor and Non-Debtor) for various financial accommodations and similar benefits they have extended from time to time, including, but not limited to, contingent and unliquidated claims for contribution, reimbursement, and/or indemnification arising from various (i) guarantees, (ii) indemnities, (iii) tax-sharing agreements, (iv) warranties, (v) operational and servicing agreements, (vi) shared service agreements, and (vii) other arrangements.

Liabilities. Some of the scheduled liabilities are unknown, contingent, and/or unliquidated at this time. In such cases, the amounts are listed as “Unknown” or “Undetermined.” Accordingly, the Schedules and the Statements may not equal the aggregate value of the Debtors’ total liabilities as noted on any previously issued financial statements.

The Debtors have sought to allocate liabilities between the prepetition and postpetition periods based on the information and research that was conducted in connection with the preparation of the Schedules and Statements. As additional information becomes available and further research is conducted, the allocation of liabilities between prepetition and postpetition periods may change. The Debtors reserve the right to, but are not required to, amend the Schedules and Statements as they deem appropriate to reflect this.

The liabilities listed on the Schedules and Statements do not reflect any analysis of claims under section 503(b)(9) of the Bankruptcy Code, including, without limitation, as to any claims paid under the interim order [Docket No. 56] and final order [Docket No. 586] authorizing the Debtors to pay certain amounts in connection with hotel caretaker agreements. Accordingly, the Debtors reserve all rights to dispute or challenge the validity of any asserted claims under section 503(b)(9) of the Bankruptcy Code or the characterization of the structure of any such transaction or any document or instrument related to any creditor’s claim.

As discussed above, the Debtors believe that they are not liable for Non-Debtor Accounts Payable Claims or Non-Debtor Advanced Deposit Claims. Notwithstanding the foregoing, out of an abundance of caution and for informational and noticing purposes only, the Debtors have included exhibits to Schedules E/F listing Non-Debtor Accounts Payable Claims and Non-Debtor Advanced Deposit Claims.

Excluded Assets and Liabilities. The Debtors may have excluded from the Schedules certain of the following items, which may be included in their IFRS financial statements: certain accrued liabilities, including, without limitation, capitalized interest, debt acquisition costs, goodwill, certain other assets, and deferred revenue and gains. Other non-material assets and liabilities may also have been excluded.

Exclusion of certain intellectual property from the Schedules and Statements should not be construed as an admission that such intellectual property rights have been abandoned, have been terminated or otherwise expired by their terms, or have been assigned or otherwise transferred pursuant to a sale, acquisition, or other transaction. Conversely, inclusion of certain intellectual

property rights in the Schedules and Statements should not be construed as an admission that such intellectual property rights have not been abandoned, have not been terminated or otherwise expired by their terms, or have not been assigned or otherwise transferred pursuant to a sale, acquisition, or other transaction.

Confidentiality. In certain instances, in the Schedules and Statements, the Debtors have deemed it necessary and appropriate to redact from the public record addresses of Hotel guests, as well as the names and addresses of individual equity holders of EH-REIT,³ because of concerns for the privacy of, or otherwise to preserve the confidentiality of, personally identifiable information. Notwithstanding, the Debtors will mail any required notice or other documents to the address in their books and records for such individuals.

Bankruptcy Court First-Day Orders. The Bankruptcy Court has authorized (but not directed) the Debtors to pay, in whole or in part, various outstanding prepetition claims, including but not limited to, any prepetition amounts related to the Debtors' insurance policies as well as any amounts owing to the hotel caretakers. Accordingly, the scheduled claims are intended to reflect only sums due and owing before the Petition Date for which the Debtors did not obtain relief from the Bankruptcy Court to satisfy in whole or in part. The estimate of claims set forth in the Schedules, however, may not reflect assertions by the Debtors' creditors of a right to have such claims paid or reclassified under the Bankruptcy Code or orders of the Bankruptcy Court.

Liens. The inclusion on Schedule D of creditors that have asserted liens against the Debtors is not an acknowledgement of the validity, extent, or priority of any such liens, and the Debtors reserve their right, to the extent that the Debtors have not elsewhere waived this right, to challenge such liens and the underlying claims on any ground whatsoever. Reference to the applicable agreements and other relevant documents is necessary for a complete description of the collateral and the nature, extent and priority of any liens. Nothing in these Global Notes or the Schedules and Statements shall be deemed a modification or interpretation of the terms of such agreements or an acknowledgment of same. Certain liens may have been inadvertently marked as disputed but had previously been acknowledged in an order of the Court as not being disputed by the Debtors. It is not the Debtors' intent that Schedules be construed to supersede any orders entered by the Bankruptcy Court.

Leases. In the ordinary course of their businesses, the Debtors lease facilities, equipment, and vehicles from certain third-party lessors for use in their daily operations. Any such leases are set forth in Schedule G, and the assets subject to these leases are reflected in Schedule A/B. The properties subject to these leases are not reflected in the Statements as property or assets of third parties within the control of a Debtor. Nothing herein or in the Schedules or Statements shall be construed as a concession, admission or evidence as to the determination of the legal status of any leases identified in the Schedules or Statements, including whether such leases: (i) constitute an executory contract or unexpired lease within the meaning of section 365 of the Bankruptcy Code or other applicable law; or (ii) have not expired or been terminated or otherwise are not current in full force and effect, and the Debtors reserve all of their rights. The Debtors have not included in

³ See Order Authorizing Redaction of Unitholder Identifying Information and Filing of Such Information Under Seal [Docket No. 351].

the Schedules and Statements the future obligations of any capital or operating leases. To the extent that there was an amount outstanding as of the Petition Date, the creditor has been included on Schedule E/F of the Schedules.

Executory Contracts. Listing a contract or lease on the Schedules and Statements shall not be deemed an admission that such contract is an executory contract, such lease is an unexpired lease, or that either necessarily is a binding, valid, and enforceable contract. The Debtors hereby expressly reserve the right to assert that any contract listed on the Schedules and Statements does not constitute an executory contract within the meaning of section 365 of the Bankruptcy Code, as well as the right to assert that any lease so listed does not constitute an unexpired lease within the meaning of section 365 of the Bankruptcy Code. Exclusion of a contract or lease on the Schedules and Statements shall not be deemed an admission that such contract is or is not an executory contract, such lease is or is not an unexpired lease, or that either necessarily is or is not a binding, valid, and enforceable contract.

As discussed above, the Debtors believe that Non-Debtor Executory Contracts are not executory contracts to which the Debtors are a party. Notwithstanding the foregoing, out of an abundance of caution and for informational and noticing purposes only, the Debtors have included exhibits to Schedule G listing Non-Debtor Executory Contracts.

Setoff. Prior to the Petition Date, and in the ordinary course of their businesses, the Debtors incurred consensual setoffs in connection with, among other things, intercompany and third-party transactions. Unless otherwise stated, certain setoffs that were incurred in the ordinary course or under customary practices are not listed in the Schedules and Statements and the Debtors have not intentionally offset amounts listed on Schedules A/B, D or E/F. Nonetheless, some amounts listed may have been affected by setoffs effectuated prior to the Petition Date of which the Debtors are not yet aware. The Debtors reserve all rights to challenge any setoff and/or recoupment rights that may be asserted.

Guarantees and Other Secondary Liability Claims. The Debtors have used commercially reasonable efforts to locate and identify guarantees and other secondary liability claims (collectively, “Guarantees”) in each of their executory contracts, unexpired leases, secured financings, debt instruments, and other such agreements. Where such Guarantees have been identified, they have been included in the relevant Schedule for the Debtor or Debtors affected by such Guarantees. The Debtors have placed Guaranty obligations on Schedule H for both the primary obligor and the guarantor of the relevant obligation. Such Guarantees were also placed on Schedule D or E/F for each guarantor. Further, it is possible that certain Guarantees embedded in the Debtors’ executory contracts, unexpired leases, secured financings, debt instruments and other such agreements may have been inadvertently omitted. Thus, the Debtors reserve their rights to amend the Schedules and Statements to the extent that additional Guarantees are identified. In addition, the Debtors reserve the right to amend the Schedules and Statements to recharacterize or reclassify any such contract or claim.

Intercompany Claims and Transfers. The Debtors maintain business relationships with each other, conducting transactions from time to time that result in intercompany receivables and payables and/or are on account of capital contributions, equity investments, intercompany loans,

or distributions on account of equity investments. Known prepetition receivables and payables among and between the Debtors are reported on Schedule A/B, and Schedule E/F, respectively, per the Debtors' books and records. In certain instances, intercompany accounts may not have been reconciled and therefore the values are unknown and are listed as such. The listing of any amounts with respect to such receivables and payables is not, and should not be construed as, an admission of the characterization of such balances as debt, equity, or otherwise.

Payments. The financial affairs and businesses of the Debtors are complex. Before the Petition Date, the Debtors and certain of their Non-Debtor affiliates participated in a consolidated cash management system. As a result, certain payments in the Schedules and Statements may have been made prepetition by one entity on behalf of another entity through the operation of the consolidated cash management system. A description of the Debtors' prepetition cash management system is set forth in the *Debtors' Motion For Entry of Interim and Final Orders: (I) Authorizing Debtors to (A) Establish Postpetition Cash Management System and (B) Continue to Perform Intercompany Transactions; (II) Granting Superpriority Administrative Expense Status to Postpetition Intercompany Balances; (III) Waiving Requirements of Section 345(b) of Bankruptcy Code; and (IV) Granting Related Relief* [Docket No. 12] (the "Cash Management Motion"). The Debtors have used their reasonable best efforts to attribute each payment to the Debtor which made the payment.

Insiders. For purposes of the Schedules and Statements, the Debtors defined "insiders" as such term is defined in section 101(31) of the Bankruptcy Code. Persons and entities listed as "insiders" have been included for informational purposes only and the inclusion of them in the Schedules and Statements shall not constitute an admission that such persons are insiders for purposes of section 101(31) of the Bankruptcy Code. Moreover, the Debtors do not take any position with respect to: (a) any insider's influence over the control of the Debtors; (b) the management responsibilities or functions of such insider; (c) the decision-making or corporate authority of such insider; or (d) whether such insider could successfully argue that he or she is not an "insider" under applicable law, including the federal securities laws, or with respect to any theories of liability or for any other purpose.

Signatory. The Schedules and Statements have been signed by Alan Tantleff, in his capacity as Chief Restructuring Officer of the Debtors. In reviewing and signing the Schedules and Statements, he has necessarily relied upon the efforts, statements and representations of various of the Debtors' professionals and Hotel Managers. He has not (and could not have) personally verified the accuracy of each such statement and representation, including statements and representations concerning amounts owed to creditors and their addresses.

In addition to the foregoing, the following conventions were adopted by the Debtors in the preparation of the Schedules and Statements:

Schedules of Assets and Liabilities

Schedule A/B Notes.

- **General.** Each Debtor's assets in Schedule A/B are listed at net book value based on the Debtors' reasonable best efforts as of the Petition Date unless otherwise noted and may not necessarily reflect the market or recoverable value of these assets as of the Petition Date.

Although the Debtors have made reasonable efforts to identify assets and liabilities on the Schedules and Statements of the appropriate Debtor, there can be no assurance that the correct Debtor entity has been identified as the owner of certain assets or the liable party, as the case may be.

- Checking, Savings, or Other Accounts (AB3). Certain of the Debtor Propcos (as defined in the Tantleff Declaration) have bank accounts in their names that are controlled by the Hotel Managers for various operational needs of the properties. The Debtors do not control payments made from these accounts; however, out of an abundance of caution, the Debtors have included the balance of these accounts as of the Petition Date in response to SOAL AB3.
- Prepayments (AB8). The Debtors have included herein the amounts of retainers paid to and held by professional firms Donlin, Recano & Co. and Paul Hastings LLP on behalf of all of the Debtors. Such amounts constitute property jointly owned by all of the Debtors. The Debtors have also included herein the amount of the retainer paid to and held by Rajah & Tann Singapore LLP on behalf of EH-REIT. Such amount constitutes property of EH-REIT.
- Accounts Receivable (AB11). For each of the Debtor Propcos, accounts receivable aged more than 90 days exclusively relate to unpaid rent amounts from the Master Lessees under the Master Leases, less the security deposit which was applied on or around May 2020. These amounts are assumed to be fully uncollectible, however the Debtors reserve all their rights in this regard. For EH-REIT, EHT US1, Inc., and USHIL Holdco Member, LLC, accounts receivable reflect reimbursements of certain expenses owed by certain of the Master Lessees pursuant to the Master Leases. These amounts are assumed to be fully uncollectible, however the Debtors reserve all their rights in this regard.
- Non-publicly traded stock (AB15). Ownership interests in other Debtor subsidiaries and Non-Debtor Affiliates have been identified in AB15 in an undetermined amount because the fair market value of such ownership interest is dependent on numerous variables and factors that may cause their fair market value to differ materially from their net book value.
- Inventory Purchased within 20 days (AB25). The Debtors have made reasonable efforts to identify or estimate all inventory included in AB22 that was purchased within the 20 days preceding the Petition Date; however, it is possible that inadvertent errors or omissions may have occurred in calculating these amounts.
- Office Furniture, Fixtures and Equipment (AB38 thru AB45). As of the current date, subledger-type information regarding the furniture, fixtures, and equipment have not been identified. Consequently, the Debtors utilized the values indicated by the Collier Reports (as defined below), by location, to respond to the corresponding sections of the schedules of assets. The Debtors have included all furniture, fixtures, and equipment in their responses to questions AB39 to AB41. Different from other sections of the schedules of assets, the Collier Reports provide a “market value” of the personal property, based on an estimation of the contributory value of the personal property to the appraised value of the

hotel. While the Debtors may display artwork at their hotel properties or as decoration in hotel rooms, this artwork is of de minimis value and is not included in response to question AB42. After a reasonable effort, the Debtors have not been able to identify collectibles, and other memorabilia; however, it is possible that inadvertent errors or omissions may have occurred, or that property of de minimis value is not included in response to this question.

- Real Property (AB54 thru AB58). On or around October 22, 2020, the REIT Trustee received appraisal reports for certain of the properties owned by the Debtors from Colliers International Valuation & Advisory Services Hospitality & Leisure Group (each individually, a “Colliers Report”, and collectively, the “Colliers Reports”); however, given the uncertain and ongoing impact of COVID-19 on the hospitality and leisure industry, as well as the uncertain impact of these Chapter 11 Cases, the Debtors have listed the value of the real property as “Undetermined” in response to AB55.

Schedule D Notes.

- Creditors’ claims on Schedule D arose, or were incurred, on various dates. In certain instances, the date on which such claim arose may be an open issue of fact.
- Except as otherwise agreed in accordance with any stipulation and order entered by the Bankruptcy Court, the Debtors reserve their rights to dispute or challenge the validity, perfection, or immunity from avoidance of any lien listed on Schedule D purported to be granted to a secured creditor or perfected in any specific asset.
- Moreover, although the Debtors may have scheduled claims of various creditors as secured claims, the Debtors reserve all rights to dispute or challenge the secured nature of any creditor’s claim or the characterization of the structure of any transaction or any document or instrument (including, without limitation, any intercompany agreement) related to such creditor’s claim.
- In certain instances, a Debtor may be a co-obligor or guarantor with respect to scheduled claims of other Debtors, and no claim scheduled on Schedule D is intended to acknowledge claims of creditors that are otherwise satisfied or discharged by other Debtors or other entities.
- The Debtors have not included on Schedule D the claims of any parties that may believe their claims are secured through setoff rights or inchoate statutory lien rights. Although there are multiple parties that hold a portion of the debt included in the Debtors’ prepetition secured credit facilities and secured notes, only the administrative agents and indenture trustees, as applicable, have been listed for purposes of Schedule D. The amounts outstanding under the Debtors’ prepetition secured credit facilities and secured notes reflect approximate amounts as of the Petition Date.
- The descriptions provided on Schedule D are intended only as a summary. Reference to the applicable loan agreements and related documents is necessary for a complete

description of the collateral and the nature, extent and priority of any liens. Nothing in these Global Notes or in the Schedules and Statements shall be deemed a modification, interpretation or an acknowledgment of the terms of such agreements or related documents.

Schedule E/F Notes.

- As discussed above, the Debtors believe that they are not liable for Non-Debtor Accounts Payable Claims or Non-Debtor Advanced Deposit Claims. Notwithstanding the foregoing, out of an abundance of caution and for informational and noticing purposes only, the Debtors have included exhibits to Schedules E/F listing Non-Debtor Accounts Payable Claims and Non-Debtor Advanced Deposit Claims.
- Included as part of Schedule E/F for EH-REIT is an exhibit setting forth the amounts of the dividend declared on February 17, 2020. Although the Debtors do not dispute the amounts of the declared dividend claims, the Debtors are continuing to review potential challenges to such dividend and reserve all their rights in this regard.
- The Debtors have made reasonable efforts to report all priority and general unsecured claims against the Debtors on Schedule E/F based on the Debtors' books and records as of the Petition Date. However, the actual amount of claims against the Debtors may vary significantly from the represented liabilities. Parties in interest should not accept that the listed liabilities necessarily reflect the correct amount of any unsecured creditor's allowed claims or the correct amount of all unsecured claims. Similarly, parties in interest should not anticipate that recoveries in these cases will reflect the relationship of the aggregate asset values and aggregate liabilities set forth in the Schedules. Parties in interest should consult their own professionals and advisors with respect to pursuing a claim. Although the Debtors and their professionals have generated financial information and data the Debtors believe to be reasonable, actual liabilities (and assets) may deviate significantly from the Schedules due to certain events that occur throughout these Chapter 11 Cases.
- The claims listed on Schedule E/F arose or were incurred on various dates. In certain instances, the date on which a claim arose may be unknown or subject to dispute. Although reasonable efforts have been made to determine the date upon which claims listed in Schedule E/F were incurred or arose, some claims represent an aggregation of multiple invoices. Fixing that date for each claim in Schedule E/F would be unduly burdensome and cost-prohibitive and, therefore, the Debtors have made their best effort to identify the date the liability was incurred, but in some cases of an aggregated claim amount, may have indicated "various", and in other cases, may not have listed a date for each claim listed on Schedule E/F.
- Claims listed on the Debtors' Schedule E/F include claims owing to various taxing authorities to which the Debtors may potentially be liable. However, certain of such claims may be subject to on-going audits and the Debtors are otherwise unable to determine with certainty the amount of many, if not all, of the claims listed on Schedule E/F. Therefore, the Debtors have listed estimated claim amounts, where possible, or alternatively listed such claims as undetermined in amount and marked the claims as unliquidated, pending

final resolution of ongoing audits or other outstanding issues. The Debtors reserve their right to dispute or challenge whether such claims are entitled to priority.

- The listing of any priority claim on Schedule E/F does not constitute an admission by the Debtors that such claim is entitled to priority treatment under section 507 of the Bankruptcy Code. The Debtors reserve the right to take the position that any claim listed on Schedule E/F is not entitled to priority.
- The Bankruptcy Court approved the payment of certain non-priority unsecured claims against the Debtors including, any prepetition amounts related to the Debtors' insurance policies as well as any amounts owing to the hotel caretakers. While the Debtors have made every effort to reflect the current obligations as of the Petition Date net of postpetition adjustments for additional invoices received or payments issued on Schedule E/F, certain payments made, and certain invoices received, after the Petition Date may not be accounted for in Schedule E/F. To the extent the Debtors have paid or pay any of the Claims listed in the Schedules and Statements pursuant to any order entered by the Bankruptcy Court, the Debtors reserve all of their rights to take any action as is necessary or appropriate to avoid overpayments of or duplicate payments for any such liabilities.
- Schedule E/F also contains information regarding pending litigation involving the Debtors. However, certain omissions may have occurred. The inclusion of any legal action in the Schedules and Statements does not constitute an admission by the Debtors of any liability, the validity of any litigation, or the amount of any potential claim that may result from any claims with respect to any legal action and the amount and treatment of any potential claim resulting from any legal action currently pending or that may arise in the future.
- All asserted or potential litigation-related claims referenced in Schedule E/F are contingent, unliquidated, and disputed. Specific disclosure regarding asserted or potential litigation-related claims may be subject to certain disclosure restrictions and/or may be of a peculiarly personal and private nature. The Debtors continue to research any possible restrictions with respect to disclosure of asserted or potential litigation-related claims. The Debtors will amend or supplement these Schedules and Statements as necessary or appropriate in this regard.
- Schedule E/F does not include certain deferred liabilities, accruals, or general reserves. Such amounts are general estimates and do not represent specific claims as of the Petition Date for each respective Debtor.
- As of the filing of the Schedules and Statements, the Debtors may have not received all invoices for payables, expenses, or liabilities that may have accrued as to the Debtors before the Petition Date. Accordingly, the information contained in Schedules E/F may be incomplete. The Debtors reserve the right, but are not required, to amend Schedules E/F if they receive such invoices. The Debtors reserve all of their rights concerning credits or allowances.

Schedule G Notes.

- As discussed above, the Debtors believe that Non-Debtor Executory Contracts are not executory contracts to which the Debtors are a party. Notwithstanding the foregoing, out of an abundance of caution and for informational and noticing purposes only, the Debtors have included exhibits to Schedule G listing Non-Debtor Executory Contracts.
- The businesses of the Debtors are complex. While commercially reasonable efforts have been made to ensure the accuracy of Schedule G, inadvertent errors, omissions or over-inclusions may have occurred. The Debtors hereby reserve all rights to dispute the validity, status, or enforceability of any contracts, agreements or leases set forth in Schedule G and to amend or supplement Schedule G as necessary. Additionally, the placing of a contract or lease onto Schedule G shall not be deemed an admission that such contract is an executory contract or unexpired lease, or that it is necessarily a binding, valid, and enforceable contract. Any and all of the Debtors' rights, claims and causes of action with respect to the contracts and agreements listed on Schedule G are hereby reserved and preserved. In addition, the Debtors are continuing their review of all relevant documents and expressly reserve their right to amend all Schedules at a later time as necessary and/or to challenge the classification of any agreement as an executory contract or unexpired lease in any appropriate filing.
- Omission of a contract or agreement from Schedule G does not constitute an admission that such omitted contract or agreement is not an executory contract or unexpired lease or that it is or is not a binding, valid, and enforceable contract. The Debtors' rights under the Bankruptcy Code with respect to any such omitted contracts or agreements are not impaired by the omission. Schedule G may be amended at any time to add any omitted contract, agreement or lease.
- The contracts, agreements, and leases listed on Schedule G may have expired or may have been rejected, terminated, assigned, modified, amended, and/or supplemented from time to time by various amendments, change orders, restatements, waivers, estoppel certificates, letters, and other documents, instruments, and agreements that may not be listed therein or that may be listed as a single entry. The Debtors expressly reserve their rights to challenge whether such related materials constitute an executory contract, a single contract or agreement, or multiple, severable, or separate contracts.
- Certain of the contracts, agreements, and leases listed on Schedule G may have been entered into by more than one of the Debtors. Further, in certain instances, the specific Debtor obligor to certain of the executory contracts could not be specifically ascertained. In such cases, the Debtors have made their best efforts to determine the correct Debtor's Schedule G on which to list such executory contract.

Schedule H Notes.

- In the ordinary course of their businesses, the Debtors may be involved in pending or threatened litigation and claims. These matters may involve multiple plaintiffs and

defendants, some or all of whom may assert cross-claims and counterclaims against other parties. Because all such claims are “contingent,” “unliquidated,” or “disputed,” such claims have not been set forth individually on Schedule H.

- Although there are multiple parties that hold a portion of the debt included in the Debtors’ prepetition credit facilities and notes, only the administrative agents and indenture trustees, as applicable, have been listed for purposes of Schedule H.
- Schedule H also reflects guarantees by various Debtors. The Debtors may not have identified certain guarantees that are embedded in the Debtors’ executory contracts, unexpired leases, secured financings, debt instruments and other such agreements. Further, the Debtors believe that certain of the guarantees reflected on Schedule H may have expired or are no longer enforceable. Thus, the Debtors reserve their right to amend the Schedules to the extent that additional guarantees are identified or such guarantees are discovered to have expired or are unenforceable.
- Schedule H is furnished for informational purposes only to apprise parties in interest of co-debtor relationships of the Debtors as of the Petition Date and is derived from documents in the possession of the Debtors. It is not an admission or recognition that any co-debtor liability exists or existed.

Statement of Financial Affairs

Statement Questions 1 and 2 – Revenue. Refer to Global Note “Previous Ownership and Recordkeeping” for additional detail about which activities, in which time periods, constituted revenue for the Debtors based on its ownership and operational structure. For purposes of these questions, the Debtors have not included revenue on account of intercompany activity among and between the Debtors and with any Non-Debtor affiliates. Refer to Global Note “Intercompany Transactions” for further detail.

Statement Question 3 – 90 Day Payments. For the purpose of this question, all payments are listed on the Statement of the Debtor that actually made the payment, irrespective of whether the payment satisfied an obligation owed by the Debtor or was made on behalf or for the benefit of another Debtor or Non-Debtor Affiliate. The Debtors’ Statements do not include any payments made by the Hotel Managers on account of Non-Debtor Accounts Payable Claims and Non-Debtor Advanced Deposit Claims, or an account of any other claims, during the 90-day period prior to the Petition Date.

Statement Question 4 – Payments to Insiders. For the purpose of this question, the Debtors have included all intercompany cash payments. Payments to Alan Tantleff and Nick Gronow (who are both employed by FTI Consulting, Inc.) for their services as officers to the Debtors have been included in response to Statement Question 11. Jerome Tham Wan Loong and Toh Lei Mui, who are a directors and officer, respectively, of certain of the Debtors, are employed by Boardroom Corporate & Advisory Services Pte Ltd. (“Boardroom”). Payments for their services were made to Boardroom and are included in response to Statement Question 4. To the best of the Debtors’

knowledge, payments to the other directors and officers of the Debtors were made by the Eagle Hospitality REIT Management Pte. Ltd. (the former manager of Eagle Hospitality Real Estate Investment Trust which is owned by a third-party and otherwise has no connection to the Debtor entities). The Debtors are not aware of other payments made to insiders within one year of the filing of these Chapter 11 Cases.

Statement Question 7 – Legal Actions. Certain litigation actions against one Debtor may relate to any of the other Debtors. The Debtors have made commercially reasonable efforts to identify all current pending litigation involving the Debtors and to record these actions in the Statements of the Debtor that is party to the action. However, certain omissions may have occurred. The inclusion of any legal action in this question does not constitute an admission by the Debtors of any liability, the validity of any litigation, or the amount of any potential claim that may result from any claims with respect to any legal action and the amount and treatment of any potential claim resulting from any legal action currently pending or that may arise in the future.

In the Statement filed by EH-REIT, the Debtors have disclosed, out of an abundance of caution and in the interest of full transparency, the investigation conducted by the Monetary Authority of Singapore (the “MAS Investigation”) with respect to the Former REIT Manager (as defined in the Tantleff Declaration, though the MAS Investigation was not conducted by a “federal or state agency.” The Debtors note that the MAS Investigation involved an investigation of the Former REIT Manager and its officers, not EH-REIT itself or any of the other Debtors. Additional information with respect to the MAS Investigation is contained in the Tantleff Declaration.

Statement Question 9 – Gifts and Charitable Contributions. The Debtors have made commercially reasonable efforts to identify and include all gifts and charitable contributions before the IPO; however, certain gifts may have been made by the Debtors or on the Debtors’ behalf that may have been missed. After the IPO (but prior to the Termination Date), Urban Commons may have made several charitable contributions in the name of certain of the Debtors. These charitable contributions were reported in response to Statement Question 9.

Statement Question 11 – Payments Related to Bankruptcy.⁴ During the one year prior to the Petition Date, the Debtors sought assistance from various professionals and have included all payments made to those professionals. The response to Question 11 identifies the Debtor that made a payment in respect of professionals the Debtors have retained or will seek to retain under section 327 and section 363 of the Bankruptcy Code. However, each of the Debtors’ professionals is retained by and on behalf of all the Debtors and it is generally not possible for the Debtors to identify with particularity the Debtor or Debtors for whose specific benefit any bankruptcy-related payment may have been made within one year prior to the Petition Date. Additional information regarding the Debtors’ retention of professional service firms is more fully described in the individual retention applications, motions, and related orders. Although the Debtors have made reasonable efforts to distinguish between payments made for professional services related and

⁴ Payments to FTI Consulting, Inc. include certain unquantified amounts that relate to the services of Alan Tantleff and Nick Gronow (who are both employed by FTI Consulting, Inc.) as officers and directors to the Debtors. However, it should be noted that the overwhelming majority of these payments are for financial advisory services provided by FTI Consulting professionals, not for Mr. Tantleff and Mr. Gronow’s services as officers and directors.

unrelated to their restructuring efforts, some amounts listed in response to Question 11 may include payments for professional services unrelated to bankruptcy

Statement Question 14 – Previous Addresses. Out of an abundance of caution, the Debtors listed the addresses of the former Master Tenant and the Former REIT Manager (as defined in the Tantleff Declaration) in response to Statement Question 14. To the best of the Debtors’ current knowledge these addresses were associated with the Debtors since at least the May 2019 IPO, but certain Debtors may have used these addresses prior to that date.

Statement Question 17 – Retirement Plans. Except with respect Debtor Urban Commons Queensway, LLC, the Debtors currently do not have any employees and operate their hotels using third-party management companies. Prior to the creation of the REIT structure in 2019, certain Debtor entities directly employed individuals and may have offered retirement benefits to these employees. To the best of the Debtors’ knowledge, all ERISA, 401(k), 403(b), or other pension or profit-sharing plans have been terminated or transitioned to other administrators. Regarding Debtor Urban Common Queensway, LLC, the collective bargaining agreements that were in place prior to the REIT structure in 2019 remained in effect after the REIT structure. All employees who were employed under the collective bargaining agreements in effect at the Queen Mary were laid off in 2020, but remain subject to possible recall. Debtor Urban Commons Queensway, LLC contributes to a multi-employer pension plan which is included in its response to Statement Question 32.

Statement Question 21 – Property Held for Another. Debtor Urban Commons Queensway, LLC subleases a portion of its leased real property to Carnival Corporation and Gibbs Inc., a subsidiary of Carnival Corporation (the “Queensway Sublease Tenants”). For the avoidance of doubt, the Debtors have not included any personal property of the Queensway Sublease Tenants in response to Statement Question 21.

Statement Question 23 – Environmental Information. Based on an Environmental Site Assessment Report prepared by an environmental consulting firm (the “Site Assessment”), Debtor Urban Commons Queensway, LLC is aware of a California Department of Toxic Substance Control (“DTSC”) notification for Veolia Energy, an unrelated third-party, with a location associated with the Debtor’s leased location. According to the Site Assessment, the DTSC identified that Veolia Energy generated various quantities of chlorinated solvents in 2004, 2007, 2008, and 2010. The Site Assessment further states that there is indemnity protection from Veolia Energy and that there is an environmental insurance policy at that location. Out of an abundance of caution, the Debtors have included this notification in response to Statement Question 23.

Statement Question 25 – Businesses in Which the Debtors Have an Interest. Given the complexities of the organizational structure of the Debtors, for purposes of Statement Question 25, the Debtors have listed the current and former direct and indirect subsidiaries of each Debtor entity existing at any point during the 6 years prior to the Petition Date. Further, given the previous management of certain of these legal entities by nonrelated third parties, the response to Statement Question 25 may omit certain information regarding such subsidiaries, including address, nature of business, employer identification number, and the dates on which the business existed. The Debtors have made commercially reasonable efforts to identify potential businesses in which they

may have had an interest through research of the State of Delaware, Department of State: Division of Corporations publicly available database.

Statement Question 26d – Recipients of Financial Statements. The Debtors have provided financial statements in the ordinary course of business to numerous financial institutions, creditors, and other parties within two years immediately before the Petition Date. Furthermore, Debtor Eagle Hospitality Trust and non-Debtor Eagle Hospitality Business Trust jointly file consolidated financial statements with the Monetary Authority of Singapore, available to the public on SGXNET. Considering the number of such recipients and the possibility that such information may have been shared with parties without the Debtors’ knowledge or consent, the Debtors have not disclosed any parties that may have received such financial statements for purposes of Statement 26d.

Statement Question 28 and 29 – Current and Former Officer and Directors. The Debtors have made reasonable best efforts to list the known current and former officers and directors for each Debtor entity based on a review of existing books and records and other available information, which may not be complete and updated as of the Petition Date. As such, there may be inadvertent errors or omissions for Statement Questions 28 and 29 due to these limitations. See Global Note “Insiders” for further detail.

Subsequent to the Petition Date, David Mack was appointed as director at each of EHT US1, Inc., EHT Cayman Corp. Ltd., Eagle Hospitality Trust S1 Pte. Ltd. and Eagle Hospitality Trust S2 Pte. Ltd. Also subsequent to the Petition Date, Alan Tantleff and Nicholas Gronow resigned from their positions as directors of these entities.

Statement Question 30 – Payments, Distributions, or Withdrawals to Insiders. Refer to Statement Question 4 for this item.

Fill in this information to identify the case:**Debtor name:** Urban Commons Highway 111 A, LLC**United States Bankruptcy Court for the:** District of Delaware**Case number (if known):** 21-10050☒ Check if this is an amended filing

Official Form 206G

Schedule G: Executory Contracts and Unexpired Leases

12/15

Be as complete and accurate as possible. If more space is needed, copy and attach the additional page, numbering the entries consecutively.

1. Does the debtor have any executory contracts or unexpired leases?☐ No. Check this box and file this form with the court with the debtor's other schedules. There is nothing else to report on this form.☒ Yes. Fill in all of the information below even if the contracts or leases are listed on *Schedule A/B: Assets - Real and Personal Property* (Official Form 206A/B).

2.	List all contracts and unexpired leases	State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease
2.1.	Title of contract PYRAMID HOTEL CARETAKER AGREEMENT State what the contract or lease is for PYRAMID HOTEL CARETAKER AGREEMENT Nature of debtor's interest HOTEL OWNER State the term remaining _____ List the contract number of any government contract _____	State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease ARL PALM DESERT MANAGEMENT L.P. PYRAMID HOTEL GROUP 30 ROWES WHARF SUITE 5300 BOSTON MA 02100
2.2.	Title of contract INTERNET SERVICE AGREEMENT State what the contract or lease is for INTERNET SERVICE Nature of debtor's interest CUSTOMER State the term remaining _____ List the contract number of any government contract _____	State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease AT&T WI-FI SERVICES PO BOX 5019 CAROL STREAM IL 60197-5019
2.3.	Title of contract ARMORED CAR SERVICE AGREEMENT State what the contract or lease is for SERVICE AGREEMENT Nature of debtor's interest CUSTOMER State the term remaining _____ List the contract number of any government contract _____	State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease BRINK'S U.S. 555 DIVIDEND DRIVE SUITE 100 COPPELL TX 75019

Debtor **Urban Commons Highway 111 A, LLC**Case number (if known) **21-10050**

- 2.4. **Title of contract** SALES AND SERVICE SUBSCRIPTION
- State what the contract or lease is for** SUBSCRIPTION SERVICES
- Nature of debtor's interest** CUSTOMER
- State the term remaining** _____
- List the contract number of any government contract** _____
- State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease**
- NCR HOSTED SOLUTIONS
864 SPRING STREET
ATLANTA GA 30308
-
- 2.5. **Title of contract** PLANT MAINTENANCE AGREEMENT (LANDSCAPING)
- State what the contract or lease is for** AGREEMENT
- Nature of debtor's interest** CUSTOMER
- State the term remaining** _____
- List the contract number of any government contract** _____
- State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease**
- PLANTSCAPERS, INC.
17281 EASTMAN STREET
IRVINE CA 92614
-
- 2.6. **Title of contract** PARTICIPATION AGREEMENT NO. 0053380.001
- State what the contract or lease is for** TV SERVICE
- Nature of debtor's interest** CUSTOMER GROUP MEMBER
- State the term remaining** _____
- List the contract number of any government contract** _____
- State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease**
- SONIFI SOLUTIONS INC.
PO BOX 505225
SAINT LOUIS MO 63150-5225

Non-Debtor Executory Contract Claims

Non-Debtor 3rd Party	Contract Type	Counterparty Name	ADDRESS	CITY	STATE	ZIP
EHT ESPD LLC	Interim License Agreement	AMERICAN SOCIETY OF COMPOSERS AUTHORS AND PUBLISHERS	21678 Network Place	Chicago	IL	60673-1216
Embassy Suites Palm Desert	Equipment Maintenance Agreement	American Telephone	7363 E TIERRA BUENA LANE STE 140	SCOTTSDALE	AZ	85260
Embassy Suites Palm Desert	Lodging Official Appointment Agreement	Automobile Club of Southern California	PO BOX 25001	SANTA ANA	CA	92799-5001
Embassy Suites Palm Desert	Yearly Maintenance Contract	Best Tec Boiler & Water Heater Experts	73850 Dinah Shore Dr. Unit 111	Palm Desert	CA	92211
EHT ESPD LLC	BMI License Agreement	Broadcast Music, Inc.	10 Music Square East	Nashville	TN	37203
Brighton Management LLC	Lease Agreement	De Lage Landen Financial Services, Inc.	1111 Old Eagle School Road	Wayne	PA	19087
Embassy Suites Palm Desert	Dishmachine lease agreement #1Q557	Ecolab Inc.	PO Box 70343	Chicago	IL	60673-0343
Embassy Suites Palm Desert	Phase II dishmachine rental agreement	Ecolab Inc.	PO Box 70343	Chicago	IL	60673-0343
Embassy Suites Palm Desert	Pool and Spa Management Program	Ecolab Inc.	PO Box 70343	Chicago	IL	60673-0343
Embassy Suites Palm Desert	Water Softener Exchange Tank Service Agreement	Eversoft	707 West 16th Street	Long Beach	CA	90813
Embassy Suites Palm Desert	Quarterly and Annual Maintenance Proposal	H.T.L Mechanical	46285 Cameo Palms Dr.	La Quinta	CA	92253
EHT ESPD LLC	Revenue Management Consolidated Center Participation Agreement	Hilton Domestic Operating Company Inc.	15305 North Dallas Parkway Suite 600	Addison	TX	75001
EHT ESPD, LLC	Franchise Agreement	Hilton Franchise Holding, LLC	7930 Jones Branch Drive Suite 1100	McLean	VA	22102
Embassy Suites Palm Desert	Scope of Service Agreement	Nalco Water	PO Box 730005	Dallas	TX	75275
EHT ESPD, LLC	Ice Maker Lease	Navitas Credit Corp.	P O Box 935204	Atlanta	GA	31195-5204
EHT ESPD, LLC	Hotel Management Agreement	Pyramid Palm Desert Management L.P.	30 Rows Wharf Suite 5300	Boston	MA	02100
Embassy Suites Palm Desert	Tennis Court Lease Agreement	Sasha Chuchkovich				
Embassy Suites Palm Desert	Customer Service Agreement	Shred-it USA LLC	4111 Flat Rock Dr.	Riverside	CA	92505
Embassy Suites Palm Desert	Master Service Agreement	TravelClick	PO BOX 71199	Chicago	IL	60694-1199
Embassy Suites Palm Desert	Hotel Participation Agreement	Uniguest	2926 Kraft Dr	Nashville	TN	37204
Embassy Suites Palm Desert	Water Treatment Service Agreement Renewal	W.C. Service Company, Inc.	4685 Runway Street Suite A	Simi Valley	CA	93063
Embassy Suites by Hilton Palm Desert	Inspection and Testing Contract	West Coast Fire and Integration	22405 E La Palma Ave	Yorba Linda	CA	92887
Embassy Suites Palm Desert	Whistle Service Agreement	Whistle Messaging, Inc.				
Embassy Suites Palm Desert	Maintenance Agreement	Xeta Technologies	1814 W. Tacoma	Broken Arrow	OK	74012-1406

Fill in this information to identify the case:**Debtor name:** Urban Commons Highway 111 A, LLC**United States Bankruptcy Court for the:** District of Delaware**Case number (if known):** 21-10050Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets—Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☒ Amended *Schedule G*
- ☐ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ☐ Other document that requires a declaration _____

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 5/19/2021
MM/DD/YYYY

x

/s/ Alan Tantleff

Signature of individual signing on behalf of debtor

Alan Tantleff
Printed name

Chief Restructuring Officer
Position or relationship to debtor