

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

In re HAHN HOTELS OF SULPHUR SPRINGS, LLC, et al.¹ <p style="text-align: center;">Debtors.</p>	§ § § § § § § § §	Chapter 11 Case No. 17-40947 Jointly Administered
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**FIRST AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF
HAHN HOTELS OF SULPHUR SPRINGS, LLC AND ITS DEBTOR AFFILIATES
(WITH ADDITIONAL TECHNICAL MODIFICATIONS)**

Hahn Hotels of Sulphur Springs, LLC, Hahn Investments, LLC, Hahn Hotels, LLC, Sleep Inn Property, LLC, SI of Longview, LLC, and Copeland's of Longview, LLC, each a Texas limited liability company (collectively, the “**Debtors**,” each a “**Debtor**”), hereby propose this *First Amended Joint Chapter 11 Plan of Reorganization of Hahn Hotels of Sulphur Springs, LLC and its Debtor Affiliates (with Technical Modifications)* (including all exhibits and schedules thereto, as amended or modified from time to time in accordance with its terms, the “**Plan**”) pursuant to the provisions of chapter 11 of the Bankruptcy Code in order to provide for the resolution and treatment of the Allowed Claims against the Debtors and their Estates.

These Chapter 11 Cases are being jointly administered pursuant to an order of the Bankruptcy Court. Each Debtor is a proponent of the Plan for purposes of § 1129 of the Bankruptcy Code.

Reference is made to the *First Amended Disclosure Statement Under 11 U.S.C. § 1125 in Support of Debtors' Proposed Joint Chapter 11 Plan of Reorganization (with Technical Modifications)* (the “**Disclosure Statement**”) for a discussion of, among other things, the Debtors' history, relevant properties, the Claims, a summary and analysis of this Plan, and related matters pertaining to the Debtors and their Estates. All holders of Claims are encouraged to read both this Plan and the Disclosure Statement before voting to accept or reject this Plan.

¹ The Debtors in these chapter 11 cases are, including the last four digits of their respective EIN number, as follows: Hahn Hotels of Sulphur Springs, LLC (2980), Hahn Investments, LLC (0448); Hahn Hotels, LLC (5692), Sleep Inn Property, LLC (6525), SI of Longview, LLC (2196), and Copeland's of Longview, LLC (6181). The shared mailing address for all Debtors is: 525 Gilmer St., PO Box 113, Sulphur Springs, Texas 75482.

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I. Definitions and Rules of Interpretation

1.1 Scope of Defined Terms

Except as expressly provided herein or unless the context otherwise requires, each capitalized term used in this Plan shall either have (a) the meaning set forth in Article 1.2 or (b) if such term is not defined in Article 1.2, but such term is defined in the Bankruptcy Code, the meaning ascribed to such term in the Bankruptcy Code.

1.2 Defined Terms

1.2.1 “108/110 Tyler” means the mixed-use rental property owned by Hahn Investments, LLC, located at 108/110 E. Tyler St., Longview, Texas 75601.

1.2.2 “115 Tyler” means the mixed-use rental property owned by Hahn Investments, LLC, located at 115 E. Tyler St., Longview, Texas 75601.

1.2.3 “Administrative Claim” means a Claim arising under §§ 503(b), 507(b) or, to the extent applicable, 114(e)(2) of the Bankruptcy Code, including: (a) any Claim for the actual and necessary costs and expenses incurred after the Petition Date and through the Confirmation Date of preserving the Estates and operating the businesses of the Debtors, including any Intercompany Administrative Claim and any Ordinary Course General Administrative Claim; (b) any Professional Claim; and (c) any Claim for fees and charges assessed against the Estates under chapter 123 of title 28 of the United States Code and 28 U.S.C. § 1911 and § 1930.

1.2.4 “Administrative Claims Bar Date” means the 30th day after the Confirmation Date or such other date as may be fixed by an order of the Bankruptcy Court.

1.2.5 “Allowed” means, with respect to any Claim other than a Lender Secured Claim, that (a) such Claim has been allowed by the terms of this Plan, (b) such Claim has been allowed by an order of the Bankruptcy Court, (c) such Claim is listed in the Schedules as not disputed, not contingent, and not unliquidated and no Proof of Claim has been filed, or (d) such Claim is evidenced by a valid and timely filed Proof of Claim or request for payment of an Administrative Claim, as applicable, to which no objection to allowance, request for estimation, or other challenge has been filed before the applicable Claims Objection Bar Date. With respect to any Lender Secured Claim, “Allowed” means that (a) such Claim has been allowed by terms of this Plan, or (b) such Claim has been allowed by an order of the Bankruptcy Court.

1.2.6 “Appraised Value” means, with regard to a Debtor property, the applicable value provided in the final CBRE appraisal for such property, dated in July or August 2017.

1.2.7 “Avoidance Actions” means any and all actual or potential claims and causes of action to avoid a transfer of property or an obligation incurred by any of the Debtors pursuant to any applicable section of the Bankruptcy Code, including §§ 544, 545, 547, 548, 549, 550, 551, 553(b) and 724(a) of the Bankruptcy Code, or under similar or related state or federal statutes and common law. Without limiting the foregoing definition, Avoidance Actions include but are not limited to actual or potential claims and causes of action to avoid

or claw-back a payment or a transfer of property, a setoff, or an obligation incurred by any of the Debtors, as reflected in the Schedules and/or the Disclosure Statement.

1.2.8 “Ballots” means the ballots accompanying the Disclosure Statement upon which certain Holders of Impaired Claims entitled to vote shall, among other things, indicate their acceptance or rejection of the Plan in accordance with the Plan and the procedures governing the solicitation process, and which must be actually received on or before the Voting Deadline.

1.2.9 “Bankruptcy Code” means title 11 of the United States Code, 11 U.S.C. §§ 101-1532.

1.2.10 “Bankruptcy Court” or “Court” means the United States Bankruptcy Court for the Eastern District of Texas, Sherman Division.

1.2.11 “Bankruptcy-Related Action” means any act taken or omitted to be taken in connection with, or arising from or relating in any way to, the Chapter 11 Cases, including but not limited to, (a) the management and operation of the Debtors’ or Reorganized Debtors’ businesses and the discharge of their duties under the Bankruptcy Code during the pendency of these Chapter 11 Cases; (b) implementation of any of the transactions provided for, or contemplated in, this Plan or any Plan Supplement; (c) any action taken in the negotiation, formulation, development, proposal, solicitation, disclosure, Confirmation, or implementation of the Plan or any Plan Supplement; (d) formulating, negotiating, preparing, disseminating, implementing, administering, confirming and/or effecting any Plan-Approved Agreement, the Disclosure Statement and the Plan, any Plan Supplement, and any related contract, instrument, release or other agreement or document created or entered into in connection therewith (including the solicitation of votes for the Plan and other actions taken in furtherance of Confirmation and consummation of the Plan); (e) the administration of this Plan or the assets and property to be distributed pursuant to this Plan; (f) any other Prepetition or post-Petition act taken or omitted to be taken in connection with or in contemplation of the bankruptcy restructuring of the Debtors; and (g) the preparation and filing of the Chapter 11 Cases.

1.2.12 “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under 28 U.S.C. § 2075, as applicable to the Chapter 11 Cases, and the general, local and chambers rules of the Bankruptcy Court.

1.2.13 “Business Day” means any day, other than a Saturday, Sunday, or “legal holiday” (within the meaning of Bankruptcy Rule 9006(a)).

1.2.14 “Cash” means the legal tender of the United States of America or the equivalent thereof.

1.2.15 “Cause of Action” means any action, claim, right, litigation, proceeding, cause of action, controversy, demand, right, action, Lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, offset, recoupment, counterclaim, cross-claim, power, privilege, license, and franchise of any kind or character whatsoever, 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 before, on, or after the Petition Date, whether scheduled in the Schedules or not scheduled in the Schedules, whether arising under the Bankruptcy Code or other applicable law, in contract or in tort, in law or in equity or pursuant to any other theory of law. Causes of Action also include: (a) any right of setoff, counterclaim or recoupment and any claim on contracts or for breaches of duties imposed by law or in equity; (b) the right to object to Claims or interests; (c) any claim pursuant to § 362 of the Bankruptcy Code; (d) any Avoidance Action; (e) any claim or defense, including fraud, mistake, duress and usury and any other defenses set forth in § 558 of the Bankruptcy Code; and (f) any claim based on non-bankruptcy law, including but not limited to, any state law fraudulent transfer or creditors' rights claim.

1.2.16 "Chapter 11 Case" means (a) when used with reference to a particular Debtor, the chapter 11 case pending for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court and (b) when used in plural form with reference to all Debtors, the jointly administered chapter 11 cases pending for the Debtors in the Bankruptcy Court.

1.2.17 "City Center" means the mixed-use development located at 616 City Center Way, Longview, Texas 75605.

1.2.18 "Claim" means any claim against a Debtor or a Debtor's Property as defined in § 101(5) of the Bankruptcy Code.

1.2.19 "Claims Bar Date" means (a) August 31, 2017, (b) with respect to claims filed by Governmental Units, October 30, 2017, or (c) such other date established by order of the Bankruptcy Court by which Proofs of Claim must have been filed, including the Administrative Claims Bar Date.

1.2.20 "Claims Objection Bar Date" means (a) the date that is the later of (i) 60 days after the Confirmation Date, (ii) as to Proofs of Claim filed after the applicable Claims Bar Date, the 30th day after a Final Order is entered by the Bankruptcy Court deeming the late-filed Proof of Claim to be treated as timely filed, or (iii) as to Proofs of Claim filed in connection with an Executory Contract rejected post-Confirmation, 30 days after such Proof of Claim is timely filed in accordance with Article 5; or (b) such later date as may be established by order of the Bankruptcy Court upon a motion by the Reorganized Debtors with notice only to those parties entitled to receive notice pursuant to Article 12.14.

1.2.21 "Claims Register" means the official register of Claims maintained by the Clerk of Court.

1.2.22 "Class" means a class of Claims or Equity Interests as set forth in Article 3 pursuant to § 1122(a) of the Bankruptcy Code.

1.2.23 "Confirmation" means the entry of the Confirmation Order on the docket of the Chapter 11 Cases.

1.2.24 "Confirmation Date" means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases.

1.2.25 “Confirmation Hearing” means the hearing held by the Bankruptcy Court to consider Confirmation of the Plan pursuant to § 1129 of the Bankruptcy Code.

1.2.26 “Confirmation Order” means the order entered by the Bankruptcy Court confirming the Plan pursuant to § 1129 of the Bankruptcy Code.

1.2.27 “Contributed Cash” means any Cash contributed to a Debtor either (a) in accordance with an agreement with a Lender in connection with a Property Disposition or otherwise, or (b) by an Equity Interest Holder in accordance with Article 3.5.15.

1.2.28 “Debtors” has the meaning set forth in the Introduction hereto (each, a “Debtor”).

1.2.29 “Deficiency Claim” means a Claim resulting from the value of the collateral securing a Lender’s Claim being less than the amount of that Claim. In such case, unless otherwise provided in Article 3.5, the Secured Claim portion of any amount owed shall be classified in the appropriate Secured Claim class and the remaining unsecured portion of such Claim shall be classified as a Deficiency Claim.

1.2.30 “Disclosure Statement” means the First Amended Disclosure Statement Under 11 U.S.C. § 1125 in Support of Debtors’ Proposed Chapter 11 Plan of Reorganization (with Technical Modifications) [Docket No. 306], as approved by the Bankruptcy Court’s *Order Approving Disclosure Statement* [Docket No. 310], including all exhibits and schedules thereto and references therein that relate to the Plan.

1.2.31 “Disputed Claim” means any Claim that has not been Allowed.

1.2.32 “Distribution” means a distribution of property pursuant to the Plan, to take place as provided for herein.

1.2.33 “Distribution Date” means the Initial Distribution Date and each Subsequent Distribution Date.

1.2.34 “Effective Date” means, with respect to each Debtor, 12:01 a.m. prevailing Central Time on the Business Day (in all cases after the Confirmation Date), on which all conditions to the occurrence of the Effective Date set forth in Article 8.1 hereof are satisfied or waived.

1.2.35 “Entity” has the meaning set forth in § 101(15) of the Bankruptcy Code.

1.2.36 “Equity Interest” means any equity security (as defined in § 101(16) of the Bankruptcy Code), including any membership interest constituting an ownership interest in a Debtor.

1.2.37 “Estate” means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to § 541 of the Bankruptcy Code.

1.2.38 “Exculpated Parties” means each of the following in its capacity as such: (a) the Debtors and Reorganized Debtors, (b) Dante and Melissa Hahn, the managers, officers, and employees of the Debtors and Reorganized Debtors, and (c) the Professionals of the Debtors.

1.2.39 “Executory Contract” means a contract that a Debtor may assume or reject under §§ 365 or 1123 of the Bankruptcy Code or any agreement treated as such for the purposes of the Plan, as well as any Unexpired Lease, including any Franchise Agreements.

1.2.40 “Federal Judgment Rate” means the interest rate set forth in 28 U.S.C. § 1961 that was in effect on the Petition Date.

1.2.41 “Final Order” means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter, which has not been reversed, stayed, modified or amended, and as to which the time to appeal, seek certiorari or move for a new trial, re-argument or rehearing has expired and no appeal, petition for certiorari or motion for a new trial, re-argument or rehearing has been timely filed, or as to which any appeal that has been taken, any petition for certiorari, or motion for a new trial, review, re-argument, or rehearing that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought; provided that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, as made applicable by Rule 9024 of the Federal Rules of Bankruptcy Procedure, may be filed relating to such order shall not cause such order to not be a Final Order.

1.2.42 “FNB Allowed Deficiency Amount” has the meanings set forth in Article 3.5.8.

1.2.43 “FNB Foreclosure Properties” means 108/110 Tyler, the Restaurant-related property owned by Hahn Investments, LLC (the Copeland’s of New Orleans restaurant and the underlying real property on which it operates), the Raw Land, and the Sleep Inn.

1.2.44 “Franchise Agreements” means the Debtors’ agreements with franchisors providing license for the Debtors to operate the La Quinta, Sleep Inn, Hawthorn, and Restaurant businesses under their respective franchise brands.

1.2.45 “General Administrative Claim” means an Administrative Claim other than a Professional Claim.

1.2.46 “General Contractor” means a contractor on a Debtor construction project responsible for, among other things, paying any subcontractors performing work and/or providing materials for that project. Such General Contractors include Leinart Construction, Inc. and B.L. Duszik Construction Co.

1.2.47 “Governmental Unit” means a governmental unit as defined in § 101(27) of the Bankruptcy Code.

1.2.48 “Guarantor Debtor” means a Debtor that guaranteed a financial obligation of another Debtor.

1.2.49 “Guaranty Claim” means a Claim based on a guaranty agreement in which one Debtor guaranteed a financial obligation of another Debtor.

1.2.50 “Hawthorn” means the hotel owned and operated by Hahn Hotels, LLC, located at 3211 Hotel Way, Longview, Texas 75605.

1.2.51 “HI Property Disposition Date” means, with respect to Hahn Investments, LLC, the date on which a Property Disposition closes or is otherwise completed to the extent such takes place before Hahn Investments, LLC’s Effective Date in accordance with Article 4.7.

1.2.52 “Holder” means an Entity holding a Claim against any of the Debtors.

1.2.53 “HHSS Contracts” means the Executory Contracts of Hahn Hotels of Sulphur Springs, LLC, including the applicable Franchise Agreement.

1.2.54 “Impaired” means, with respect to any Claim or Equity Interest, a Claim or Equity Interest that is in a Class that is “impaired” within the meaning of § 1124 of the Bankruptcy Code.

1.2.55 “Initial Distribution Date” means, with respect to each Debtor, the Business Day that is as soon as practicable after its Effective Date when Distributions under the Plan shall commence.

1.2.56 “Insider” means an insider as defined in § 101(31) of the Bankruptcy Code.

1.2.57 “Intercompany Administrative Claim” means any Intercompany Claim resulting from a post-Petition, pre-Confirmation intercompany transaction that has been granted administrative-claim status in accordance with Bankruptcy Court orders governing cash collateral and intercompany transactions, to the extent of diminution in value of said cash collateral.

1.2.58 “Intercompany Claim” means any Claim held by a Debtor against another Debtor.

1.2.59 “Interim Compensation Procedures Order” means the Bankruptcy Court’s *Order Granting Motion to Establish Procedures for Monthly and Interim Compensation and Reimbursement of Expenses for Case Professionals* [Docket No. 198].

1.2.60 “Internal Revenue Code” means the United States Internal Revenue Code of 1986, as amended from time to time, and the U.S. Department of Treasury regulations promulgated thereunder.

1.2.61 “La Quinta” means the hotel owned and operated by Hahn Hotels of Sulphur Springs, LLC, located at 1344 Eaton Dr., Sulphur Springs, Texas 75482.

1.2.62 “Lender Loan Agreement” means any agreement with a Lender for modification of the lending terms in place on the Petition Date in accordance with the terms provided in the Plan with respect to the applicable Debtor’s obligation to that Lender, including any ancillary and related documents, the finalizing of which shall take place on or before July 1, 2018 unless otherwise provided herein or otherwise agreed with the Lender(s) for the applicable property.

1.2.63 “Lender Secured Claim” means the Secured Claim of any Lender against a Debtor.

1.2.64 “Lender Secured Claim Payment Terms” means the following terms of payment: (a) payment of applicable interest at the Prepetition non-default contract rate; (b) interest-only monthly payments continuing through one year after the Confirmation Date; (c) amortization on, at the election of the applicable Debtor or Reorganized Debtor, either any Prepetition amortization schedule or a 25-year amortization schedule, commencing on or before one year after the Confirmation Date; (d) a maturity date of the later of 5 years from the Confirmation Date or the Prepetition unaccelerated maturity date; and (e) retention of the Lender’s Liens on the applicable Reorganized Debtor’s property until payment of the full amount of the applicable Lender Secured Claim.

1.2.65 “Lenders” means the following group of lenders, who financed or refinanced the purchase and/or construction of one or more of the Debtors’ properties Prepetition or who otherwise lent funds to a Debtor in exchange for a security interest in one or more of the Debtors’ properties: Austin Bank, First National Bank of Hughes Springs, Pilgrim Bank, Texas Bank and Trust, Texas National Bank, and the U.S. Small Business Administration (each a “Lender”).

1.2.66 “Lien” means a lien as defined in § 101(37) of the Bankruptcy Code.

1.2.67 “M&M Lien” means any mechanic’s and materialman’s lien against any Debtor property that is valid, perfected, and enforceable pursuant to applicable law.

1.2.68 “New Interest Rate” has the meaning set forth in Article 3.5.10.

1.2.69 “Oakview Villas” means the townhouse properties owned by Hahn Investments, LLC, located at 165, 167, 175, 177, 185, and 187 Oakview Court, Longview, TX 75605.

1.2.70 “Ordinary Course General Administrative Claim” means a General Administrative Claim that is a monetary obligation for goods or services incurred by the Debtors in the ordinary course of the Debtors’ businesses from the Petition Date to and including the Confirmation Date.

1.2.71 “Ordinary Course Professionals” means those professionals retained in the ordinary course pursuant to the Court’s Order Granting Debtors’ Motion for an Order Authorizing the Retention and Compensation of Certain Professionals in the Ordinary Course of Business [Docket No. 116] and paid for services rendered in the ordinary course of business in accordance with that order.

1.2.72 “Other Priority Claim” means any Claim accorded priority in right of payment under § 507(a) of the Bankruptcy Code, other than an Administrative Claim or Priority Tax Claim, specifically excluding any Claim held by a Lender.

1.2.73 “Other Secured Claim” means any Secured Claim other than the Secured Tax Claims and Lender Secured Claims. Other Secured Claims include any other Secured Claim not expressly described in the Plan, including any Secured Claims for which the secured nature of the Claim is based on an M&M Lien (on a property for which there is sufficient value to secure such Claim) held by a General Contractor or Subcontractor.

1.2.74 “Other Secured Creditor” means any Holder of an Other Secured Claim.

1.2.75 “Person” has the meaning set forth in § 101(41) of the Bankruptcy Code.

1.2.76 “Petition Date” means May 1, 2017.

1.2.77 “Pilgrim Bank Non-Debtor Guarantors” has the meaning provided in Article 3.5.3(ii) of this Plan.

1.2.78 “Plan” has the meaning set forth in the Introduction hereto, with only such amendments, supplements (including any Plan Supplement), changes, and modifications that made by the Debtors.

1.2.79 “Plan-Approved Agreements” means any and all Lender Loan Agreements and Property Disposition Agreements.

1.2.80 “Plan Supplement” means the compilation of documents and forms of documents, schedules, and exhibits to the Plan, including, among other documents, the following: (a) a list of Specified Contracts and proposed cure amounts; (b) a schedule of the of Retained Causes of Action; (c) Property Disposition Agreements, as applicable; and (d) Lender Loan Agreements, as applicable, to be (i) with respect to items (a) and (b), filed with the Bankruptcy Court by the Debtors no later than ten (10) calendar days before the Voting Deadline and (ii) with respect to items (c) and (d) and any other additional documents provided as amendments or supplements to the Plan Supplement, filed or otherwise provided to the Bankruptcy Court before the applicable Effective Date.

1.2.81 “Post-Confirmation Sale” means the post-Confirmation sale of a Reorganized Debtor property and/or business, as contemplated in the Class treatment descriptions of Article 3.5 and in Article 4.4.

1.2.82 “Prepetition” means before May 1, 2017.

1.2.83 “Primary Debtor Obligor” means the Debtor primarily liable for a financial obligation guaranteed by another Debtor.

1.2.84 “Priority Tax Claim” means any Claim of a Governmental Unit of the kind specified in § 507(a)(8) of the Bankruptcy Code. Such Claim shall include any Governmental Unit Claim for taxes accrued during the months of January through and including April 2017.

1.2.85 “Pro Rata” means, with respect to any Allowed Claim, the ratio of the amount of such Allowed Claim (in Cash) to the aggregate (in Cash) amount of all Allowed Claims in the applicable Class. With respect to each Debtor, to the extent that there exists any Disputed Claim on that Reorganized Debtor’s Effective Date, such Reorganized Debtor shall hold in reserve any Pro Rata amounts that would be otherwise distributed to the Holder of such Disputed Claim if such Claim was Allowed until the Disputed Claim is resolved by Final Order of the Bankruptcy Court. A creditor that holds an Allowed Claim against multiple Debtors arising out of the same liability shall only be entitled to a single recovery under the Plan on account of such Allowed Claim.

1.2.86 “Professional” means an Entity, other than an Ordinary Course Professional: (a) employed pursuant to a Bankruptcy Court order in accordance with §§ 327, 363 or 1103 of

the Bankruptcy Code and to be compensated for services rendered before or on the Confirmation Date pursuant to §§ 327, 328, 329, 330, 331 and 363 of the Bankruptcy Code or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to § 503(b)(4) of the Bankruptcy Code.

1.2.87 “Professional Claim” means a § 503(b)(2) or (b)(4) administrative expense Claim for the compensation of a Professional and the reimbursement of expenses incurred by such Professional in representing the Debtors in the Chapter 11 Cases from the Petition Date to and including the Confirmation Date.

1.2.88 “Professional Fee Reserve Account” means an interest-bearing account funded by the Debtors with Cash in accordance with Article 2.3.2.

1.2.89 “Professional Fee Reserve Amount” means, with respect to each Debtor, the aggregate amount of (a) any fees and expenses invoiced pursuant to the Interim Compensation Procedures Order but that remain unpaid as of the Confirmation Date, including any percentage of fees withheld pursuant to the Interim Compensation Procedures Order, and (b) any other unpaid fees and expenses incurred by any Professionals in rendering services to the Debtors before and as of the Confirmation Date, for which all applicable Professionals shall deliver an invoice(s) to the Reorganized Debtors as set forth in Article 2.3.1 of the Plan.

1.2.90 “Proof of Claim” means a proof of Claim filed against any of the Debtors in the Chapter 11 Cases.

1.2.91 “Property Disposition” means the sale or other disposition of a Reorganized Debtor property and/or business, including a Post-Confirmation Sale, as contemplated in the Class treatment descriptions of Article 3.5 and in Article 4.4, including a foreclosure sale or transfer by deed in lieu of foreclosure, the finalizing of which shall take place on or before July 1, 2018 unless otherwise provided herein or otherwise agreed with the Lender(s) for the applicable property.

1.2.92 “Property Disposition Agreement” means any agreement for a Property Disposition, including any ancillary and related documents.

1.2.93 “Quarterly Payment Date” means, as applicable, March 15, June 15, September 15, and December 15; provided, however, if such day is not a Business Day then the Quarterly Payment Date shall be the first Business Day thereafter.

1.2.94 “Raw Land” means the 0.9 acres of raw land owned by Hahn Investments, LLC, located in Longview, Texas near North Fourth Street.

1.2.95 “Rejection Date” means the date on which a Debtor’s rejection of an Executory Contract takes place, in accordance with Article 5.1.

1.2.96 “Released Parties” means each of the following in its capacity as such: (a) the Debtors, their respective Estates, and the Reorganized Debtors, (b) Dante and Melissa Hahn, and (c) with respect to each Entity named in (a), such Entity’s successors and assigns, and current and former members, officers, employees, agents, parents, subsidiaries, successors, heirs, executors and assigns, attorneys, financial advisors, restructuring advisors,

investment bankers, accountants and other Professionals or representatives when acting in any such capacities, except any such Person against which any Debtor or Reorganized Debtor has a Retained Cause of Action.

1.2.97 “Releasing Parties” means each of the following in its capacity as such: (a) the Debtors, their respective Estates, and the Reorganized Debtors, (b) Dante and Melissa Hahn, (c) each Holder that was provided a Ballot and (i) affirmatively votes to accept the Plan or (ii) either (A) abstains from voting or (B) votes to reject the Plan, and, in case of either (A) or (B), does not opt out of the Voluntary Release by Holders of Claims in compliance with the instructions set forth in the Solicitation Materials, and (d) with respect to each Entity addressed in (a) and (c), such Entity’s current subsidiaries, officers, directors, principals, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, equity holders, partners, and other professionals, in each case solely in their capacity as such.

1.2.98 “Reorganized Debtor” means a Debtor as reorganized pursuant to and under the Plan, or any successor thereto, by merger, consolidation, or otherwise, on and after the Confirmation Date.

1.2.99 “Restaurant” means the Copeland’s of New Orleans restaurant operated by Copeland’s of Longview, LLC and whose real property is owned by Hahn Investments, LLC, located at 3213 N. 4th St., Longview, Texas 75605.

1.2.100 “Retained Causes of Action” means the claims and Causes of Action specified and otherwise described in the Plan Supplement.

1.2.101 “SBA” means the U.S. Small Business Administration, a Lender.

1.2.102 “Schedules” means the schedules of assets and liabilities, schedules of Executory Contracts, and statements of financial affairs filed by the Debtors in the Chapter 11 Cases as may be amended from time to time, which are incorporated herein by reference as if copied in full. Copies of the Schedules can be found at the bankruptcy clerk’s office or online at www.pacer.gov.

1.2.103 “Second-Lien Lender Secured Claim” means a Lender Secured Claim for which the applicable Lender is in the second-lien Lender position with respect to the Estate property securing the Claim and a different Lender holds the first-lien Lender position with respect to the same Estate property. Such terminology with regard to Lender Claims specifically is in no way intended to disregard or diminish the priority of Claims with a higher priority than such first- or second-lien Lender Claims.

1.2.104 “Secured” means secured by a Lien on property in which an Estate has an interest, to the extent such Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order (or that is subject to setoff pursuant to § 553 of the Bankruptcy Code) to the extent of the value of its Holder’s interest in the applicable Debtor’s Estate’s interest in such property (or to the extent of the amount subject to setoff), as determined pursuant to § 506(a) of the Bankruptcy Code.

1.2.105 “Secured Claim” means a Claim that is Secured. A Claim designated as a Secured Claim for the purposes of voting and classification may ultimately, in fact, be partially or totally unsecured depending on the value of the applicable property on which the Holder has Liens, as determined at the time of a Property Disposition in accordance with the Plan. To the extent that a Holder’s Claim is over-secured in accordance with § 506(b), the definition of Secured Claim shall be read as inclusive of any interest (at the applicable Prepetition non-default contract rate) and any reasonable fees, costs, or charges provided for under § 506(b) to the extent such amounts are Allowed by order of the Bankruptcy Court.

1.2.106 “Secured Tax Claim” means any Secured Claim that, absent its secured status, would be entitled to priority in right of payment under § 507(a)(8) of the Bankruptcy Code (determined irrespective of time limitations), including any related Secured Claim for penalties.

1.2.107 “Single-Family Residences” means the single-family residences owned by Hahn Investments, LLC, located at various addresses in Longview, Texas and Galveston, Texas.

1.2.108 “Sleep Inn” means the hotel owned by Sleep Inn Property, LLC and operated by SI of Longview, LLC, located at 615 City Center Way, Longview, Texas 75605.

1.2.109 “Sleep Inn Debtors” means Debtors Sleep Inn Property, LLC and SI of Longview, LLC.

1.2.110 “Solicitation Materials” means the solicitation package, including Ballots, authorized pursuant to the Solicitation Procedures Order.

1.2.111 “Solicitation Procedures Order” means the *Order (1) Scheduling a Hearing to Consider Confirmation of the Debtors’ Plan of Reorganization; (2) Establishing Voting and Objection Deadlines; and (3) Approving Balloting, Solicitation, Notice, and Voting Procedures* [Docket No.--], as may be amended, modified, or supplemented by the Bankruptcy Court from time to time.

1.2.112 “Specified Contract” means any Executory Contract identified in Schedule A of the Plan Supplement, as may be amended, as a contract to be assumed or assumed and assigned pursuant to the Plan.

1.2.113 “Subcontractor” means a subcontractor on a Debtor construction project who performed work and/or provided materials for that project under the direction of a General Contractor.

1.2.114 “Subordinated Claim” means any Claim subordinated pursuant to § 510(c) of the Bankruptcy Code.

1.2.115 “Subsequent Distribution Date” means a date after the Initial Distribution Date selected by a Reorganized Debtor for Distributions in accordance with Article 6.

1.2.116 “Subsequent Lender Sale” means the subsequent sale to a third-party of property acquired by a Lender in accordance with the Plan by foreclosure or a deed in lieu of foreclosure.

1.2.117 “Tall Pines” means the commercial retail property owned by Hahn Investments, LLC, located at 100 Tall Pines Ave., Longview, Texas 75605.

1.2.118 “TNB-Related Properties” means Tall Pines, 115 Tyler, and Oakview Villas.

1.2.119 “Unclaimed Distribution” means any Distribution under the Plan on account of an Allowed Claim to a Holder that has not: (a) accepted that Distribution or, in the case of a Distribution made by check, negotiated such check; (b) given written notice to the applicable Debtor of an intent to accept that Distribution; (c) responded in writing to the request of the applicable Reorganized Debtor for information necessary to facilitate that Distribution; or (d) taken any other action necessary to facilitate such Distribution.

1.2.120 “Undeliverable Distribution” means any Distribution under the Plan on account of an Allowed Claim that has been returned as undeliverable or for which no address for such Holder is found in the Debtors’ records or after a reasonable search for such address.

1.2.121 “Unexpired Lease” means a lease to which one or more of the Debtors is a party that is subject to assumption or rejection under §§ 365 or 1123 of the Bankruptcy Code.

1.2.122 “Unimpaired” means any Claim or Equity Interest that is not Impaired.

1.2.123 “Unsecured Claim” means any Claim that is not an (a) Administrative Claim, (b) Priority Tax Claim, (c) Other Priority Claim, (d) Secured Tax Claim, (e) Lender Secured Claim, (g) Other Secured Claim, (h) Deficiency Claim, (i) Guaranty Claim, (j) Insider Claim, (k) Subordinated Claim, or (l) Intercompany Claim.

1.2.124 “U.S. Trustee” means the United States Trustee for Region 6.

1.2.125 “U.S. Trustee Fees” means fees arising under 28 U.S.C. § 1930(a)(6) and, to the extent applicable, accrued interest thereon arising under 31 U.S.C. § 3717.

1.2.126 “Voluntary Release” means the release by Holders set forth in Article 9.5 herein.

1.2.127 “Voting” means the process by which a Holder may vote to accept or reject the Plan, pursuant to the Disclosure Statement and the conditions in Article 3 hereof.

1.2.128 “Voting Deadline” means 5:00 p.m. (prevailing Central Time) on January 25, 2018, by which time all Ballots must be actually received by Debtor Counsel pursuant to the instructions provided on the Ballot.

1.2.129 “Voting Record Date” means December 18, 2017.

1.3 Rules of Interpretation

For the purposes of this Plan and unless otherwise specified in this Plan: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the masculine, feminine, and the neuter gender; (b) any reference herein to a contract, agreement, lease, plan, policy, document, or instrument being in a particular form or on particular terms and conditions means that the same shall be substantially in that form or substantially on those terms and conditions; (c) any reference herein to a contract, agreement, lease, plan, policy, document or instrument or schedule or exhibit thereto,

whether or not filed, shall mean the same as amended, restated, modified, or supplemented from time to time in accordance with the terms hereof or thereof; (d) all references herein to an “Article” is a reference to an Article hereof or hereto; (e) the words “herein,” “hereof” and “hereto” refer to the Plan in its entirety rather than a particular portion of the Plan; (f) captions and headings to Articles are inserted for the convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (g) the rules of construction set forth in § 102 of the Bankruptcy Code shall apply; (h) all references to docket numbers of documents filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court’s CM/ECF system; (i) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases; (j) any immaterial effectuating provisions may be interpreted by the Debtors and the Reorganized Debtors in such a manner that is consistent with the overall purpose and intent of the Plan, all without further Bankruptcy Court order; (k) all references herein to exhibits are references to exhibits in the Plan Supplement; (l) any reference to an Entity as a holder of a Claim or Equity Interest includes that Entity’s successors and permitted assigns; (m) where this Plan contemplates that any Debtor or Reorganized Debtor shall take any action, incur any obligation, issue any security or adopt, assume, execute, or deliver any contract, agreement, lease, plan, policy, document, or instrument on or before the Effective Date, the same shall be duly and validly authorized by the Plan and effective against and binding upon such Debtor and/or Reorganized Debtor, as applicable, on and after the Effective Date without further notice to, order of, or other approval by the Bankruptcy Court and without further action under applicable law, regulation, order, or rule; (n) anything required to be done by the Debtors or the Reorganized Debtors, as applicable, on the Effective Date may be done on the Effective Date or as soon as reasonably practicable thereafter; and (o) any reference herein to the word “including” or word of similar import shall be read to mean “including without limitation.”

1.4 Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of Texas, without giving effect to the principles of conflicts of laws, shall govern the rights, obligations, construction, and implementation of the Plan and any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan.

1.5 Computation of Time

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

1.6 Reference to the Debtors or the Reorganized Debtors

Except as otherwise specifically provided in the Plan to the contrary, references in the Plan to the Debtors or to the Reorganized Debtors mean the Debtors and the Reorganized Debtors, as applicable, to the extent the context requires. Where the term Debtor or Debtors is used referring to an event or action taking place after the Confirmation Date, such term should be read as referring to the applicable Reorganized Debtor(s).

II. General Administrative Claims, Priority Tax Claims, Professional Claims, and United States Trustee Statutory Fees

In accordance with § 1123(a)(1) of the Bankruptcy Code, the Plan does not classify General Administrative Claims, Priority Tax Claims, and Professional Claims, payment of which is provided for below.

2.1 Administrative Claims Bar Date

Any request for payment of an Administrative Claim must be filed and served on the Reorganized Debtors on or before the Administrative Claims Bar Date and in accordance with the procedures specified in the notice of entry of the Confirmation Order and the Confirmation Order; provided that no request for payment is required to be filed and served with respect to any:

- (a) Administrative Claim that is Allowed as of the Administrative Claims Bar Date;
- (b) Ordinary Course General Administrative Claim;
- (c) Intercompany Administrative Claim;
- (d) Claim of a Governmental Unit not required to be filed pursuant to § 503(b)(1)(D) of the Bankruptcy Code;
- (e) Professional Claim; or
- (f) Claim for U.S. Trustee Fees.

Any Holder of an Administrative Claim who is required to, but does not, file and serve a request for payment of such Administrative Claim on or before the Administrative Claims Bar Date and in accordance with the procedures specified in the notice of entry of the Confirmation Order and the Confirmation Order shall be forever barred, estopped, and enjoined from asserting such Administrative Claim against the Debtors, the Reorganized Debtors, or their respective property, and such Administrative Claim, with respect to the applicable Debtor, shall be deemed discharged as of that Reorganized Debtor's Effective Date.

Any objection to a request for payment of a Administrative Claim that is required to be filed and served pursuant to this Article 2.1 must be filed and served on the Debtors or Reorganized Debtors, as applicable, and the Holder of the Administrative Claim (a) no later than the Claims Objection Bar Date or (b) by such later date as may be established by order of the Bankruptcy Court upon a motion by a Reorganized Debtor, with notice only to those parties entitled to receive notice in accordance with Article 12.14.

2.2 General Administrative Claims

Except to the extent that a Holder of an Allowed General Administrative Claim agrees to less favorable treatment, the Holder of each Allowed General Administrative Claim (including any Intercompany Administrative Claim) shall receive, in full and final satisfaction, settlement, release, and discharge of and in exchange for such Allowed General Administrative Claim, Cash in an amount equal to the full unpaid amount of such Allowed General Administrative Claim on the later of (a) the applicable Reorganized Debtor's Effective Date or as soon as reasonably practicable thereafter if such Administrative Claim is Allowed as of such Effective Date, or (b) the date on which such Claim is Allowed or as soon as reasonably practicable thereafter; except that, with respect to Ordinary Course General Administrative Claims, such Holder will receive the full unpaid amount of such Claim on the date such amount is due in accordance with applicable non-bankruptcy law and the terms and conditions of any applicable agreement or instrument.

The Liens that secure year 2018 ad valorem property taxes plus any penalties and interest that may accrue shall remain attached to each Debtor property. Those taxes shall either be paid by the Reorganized Debtor that owns the property in the ordinary course of business prior to the state law delinquency date, be paid at the closing of the sale of property that secures all amounts owed, if the taxes are due at the time of the sale closing, or become the responsibility of the creditor who obtains the property through foreclosure or surrender, as the case may be. Article 7.4 of the Plan does not apply to administrative expense claims for post-Petition ad valorem property taxes.

2.3 Professional Claims

2.3.1 Professional Fee Reserve Amount

With respect to each Debtor, each Professional shall provide an invoice(s) of any unpaid fees and expenses that have not yet been previously invoiced that such Professional has incurred in rendering services to the Debtors before and as of the Confirmation Date. Such invoice(s) shall be provided to the applicable Debtor, the U.S. Trustee, and any Lender to that Debtor no later than five Business Days before the Administrative Claims Bar Date.

2.3.2 Professional Fee Reserve

As soon as reasonably practicable after the Confirmation Date and before the Administrative Claims Bar Date, the Reorganized Debtors shall establish the Professional Fee Reserve Account. On or as soon as reasonably practicable after the Administrative Claims Bar Date, each Reorganized Debtor shall fund the Professional Fee Reserve Account with Cash equal to the amount of the aggregate Professional Fee Reserve Amount for all Professionals with respect to that Debtor. The Professional Fee Reserve Account shall be maintained in trust for the Professionals. Such funds shall not be considered property of the Debtors' Estates. If any Reorganized Debtor does not have sufficient Cash available to fund its full Professional Fee Reserve Amount by the Administrative Claims Bar Date, such Reorganized Debtor shall fund whatever portion is feasible at that time. In such case, the Reorganized Debtor shall fund the remaining portion of its Professional Fee Reserve Amount as sufficient Cash becomes available to that Reorganized Debtor.

2.3.3 Post-Confirmation Date Fees and Expenses

From and after the Confirmation Date, the Reorganized Debtors shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable legal, professional, or other fees and expenses related to implementation and consummation of the Plan incurred by the Reorganized Debtors. Except as otherwise specifically provided in the Plan, upon the Confirmation Date, any requirement that Professionals comply with §§ 327, 328, 329, 330, or 331 of the Bankruptcy Code or the Interim Compensation Procedures Order in seeking retention or compensation for services rendered after such date shall terminate, and the Reorganized Debtors may employ and pay any Professional in the ordinary course of business, including the draw of any retainers held by a Professional without seeking relief from the Bankruptcy Court.

2.3.4 Final Fee Applications

All final requests for payment of Professional Claims shall be filed and served no later than 60 days after the Confirmation Date. The Bankruptcy Court shall determine the Allowed amounts of such Professional Claims.

2.3.5 Payment of Professional Fees

The Reorganized Debtors shall pay in full Professional Claims in Cash from funds held in the Professional Fee Reserve Account as soon as reasonably practicable after such Claims are Allowed by order of the Bankruptcy Court, taking into account any payments made on an interim basis pursuant to the Interim Compensation Procedures Order. To the extent that funds held in the Professional Fee Reserve Account are unable to satisfy the amount of such Professional Claims, the Reorganized Debtors shall pay such Professional Claims as soon as sufficient Cash becomes available to the Reorganized Debtors. The Reorganized Debtors shall be jointly and severally liable for Allowed Professional Claims, except that Hahn Hotels of Sulphur Springs, LLC shall not be jointly and severally liable for Allowed Professional Claims against other Debtors unless and until Pilgrim Bank's Class 3-HS Claim has been paid in full. Notwithstanding this exception, Hahn Hotels of Sulphur Springs, LLC shall be responsible for paying, in accordance with the Plan and all Court orders relating to the payment of fees and expenses in Hahn Hotels of Sulphur Springs, LLC's bankruptcy case, all Allowed Professional Claims against Hahn Hotels of Sulphur Springs, LLC. After all Allowed Professional Claims have been paid in full, any excess amounts in the Professional Fee Reserve Account shall be returned to the applicable Reorganized Debtor(s).

2.4 Priority Tax Claims

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to less favorable treatment, the Holder of each Allowed Priority Tax Claim due and payable on or before the applicable Effective Date shall receive, in full and final satisfaction, settlement, release and discharge of and in exchange for such Allowed Priority Tax Claim, at the election of the applicable Reorganized Debtor, (a) Cash on its Effective Date or as soon as reasonably practicable thereafter in an amount equal to the full unpaid amount of such Allowed Priority Tax Claim; or (b) equal quarterly Cash payments in an aggregate amount equal to the unpaid

portion of such Allowed Priority Tax Claim, together with interest at the applicable rate under non-bankruptcy law, commencing on or before the first Quarterly Payment Date following its Effective Date and continuing on each Quarterly Payment Date over a period not exceeding four years from and after the Confirmation Date, subject to the sole option of such Reorganized Debtor to prepay the entire amount of the unpaid portion of the Allowed Priority Tax Claim in the ordinary course of business or to make payments on a more frequent basis between Quarterly Payment Dates to the extent that such payments, including any payment made on the next applicable Quarterly Payment Date, in the aggregate equal the quarterly payment otherwise due on or before the next applicable Quarterly Payment Date.

Any Allowed Priority Tax Claim that is not due and payable on or before the Confirmation Date shall be paid in the ordinary course of business after the Confirmation Date as and when due under applicable non-bankruptcy law.

2.5 Statutory Fees Payable Pursuant to 28 U.S.C. § 1930

Each Debtor or the Reorganized Debtor, as applicable, shall pay its respective U.S. Trustee Fees for each quarter (including any fraction thereof) until its Chapter 11 Case is converted, dismissed, or closed, whichever occurs first.

III. Classification, Treatment, and Voting of Claims and Equity Interests

3.1 Classification of Claims and Equity Interests

This Plan constitutes a separate Plan proposed by each Debtor. All Claims and Equity Interests, except for Administrative Claims, Priority Tax Claims, and Professional Claims, are classified in the Classes set forth in this Article 3 in accordance with § 1122 of the Bankruptcy Code. A Claim or Equity Interest is classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Equity Interest qualifies within the description of such other Classes. A Claim or Equity Interest also is classified in a particular Class for the purpose of receiving Distributions pursuant to the Plan only to the extent that such Claim or Equity Interest is an Allowed Claim or Equity Interest in that Class and has not been paid, released, disallowed, or otherwise satisfied before the applicable Effective Date.

3.2 Deemed Substantive Consolidation for the Sleep Inn Debtors

The Plan shall serve as a motion by the Debtors seeking entry of a Bankruptcy Court order deeming the substantive consolidation of the Sleep Inn Debtors' Estates into a single Estate for certain limited purposes related to the Plan, including Voting, Confirmation, and Distribution. As a result of the deemed substantive consolidation of the Sleep Inn Debtors' Estates, each Class of Claims and Equity Interests against either Sleep Inn Debtor will be treated as against a single consolidated Estate without regard to the separate legal existence of the Sleep Inn Debtors. The Plan will not result in the merger or otherwise affect the

separate legal existence of each Sleep Inn Debtor, other than with respect to Voting and Distribution rights under the Plan, and otherwise in satisfying the applicable requirements of Bankruptcy Code § 1129.

3.3 Debtor-Specific Class Designations

Except with regard to the Sleep Inn Debtors, whose claims are jointly classified in accordance with Article 3.2, claims against each of the Debtors are separately classified and will be treated as against each individual Debtor for Voting, Confirmation, and Distribution purposes. While similar types of Claims are given the same Class number, each Class of Claims and Equity Interests shall be labeled with an indicator of the applicable Debtor(s), as set forth below:

HS – Hahn Hotels of Sulphur Springs, LLC

HI – Hahn Investments, LLC

HH – Hahn Hotels, LLC

SI – Sleep Inn Debtors

CL – Copeland's of Longview, LLC

For example, all “Other Priority Claims” have been given a “Class 1” designation. An “HS” is added to designate the Class of “Other Priority Claims” against the Estate of Hahn Hotels of Sulphur Springs, LLC, resulting in the “Class 1-HS” label for such Class. Class 1-HI is the Class of Other Priority Claims existing against Hahn Investments, LLC, and so on. While a particular Debtor may have no claims asserted against it in one or more of the Classes listed, a Class is omitted with respect to a Debtor where the Debtors are currently aware of no such type of Claim against that Debtor.

3.4 Summaries of Classification and Treatment

The classification of Claims and Equity Interests pursuant to the Plan with respect to each Debtor is as follows:

Class(es)	Claims and Equity Interests	Status	Voting Rights
1-HS to 1-CL	Other Priority Claims	Unimpaired	Deemed to Accept
2-HS to 2-CL	Secured Tax Claims	Impaired	Entitled to Vote
3-HS	Lender Secured Claims – La Quinta (<i>Pilgrim Bank</i>)	Impaired	Entitled to Vote
3A-HI	Lender Secured Claims – City Center (<i>Texas Bank and Trust</i>)	Impaired	Entitled to Vote
3B-HI	Lender Secured Claims – Restaurant (<i>First National Bank of Hughes Springs</i>)	Impaired	Entitled to Vote

3C-HI	Lender Secured Claims – 108/110 Tyler (<i>First National Bank of Hughes Springs</i>)	Impaired	Entitled to Vote
3D-HI	Lender Secured Claims – Tall Pines (<i>Texas National Bank</i>)	Impaired	Entitled to Vote
3E-HI	Lender Secured Claims – 115 Tyler (<i>Texas National Bank</i>)	Impaired	Entitled to Vote
3F-HI	Lender Secured Claims – Oakview Villas (<i>Texas National Bank</i>)	Impaired	Entitled to Vote
3G-HI	Second-Lien Lender Secured Claims – Tall Pines (<i>Texas Bank and Trust</i>)	Impaired	Entitled to Vote
3H-HI	Second-Lien Lender Secured Claims – 115 Tyler (<i>First National Bank of Hughes Springs</i>)	Impaired	Entitled to Vote
3I-HI	Lender Secured Claims – Single-Family Residences (<i>Austin Bank</i>)	Impaired	Entitled to Vote
3A-HH	Lender Secured Claims – Hawthorn (<i>Texas Bank and Trust</i>)	Impaired	Entitled to Vote
3B-HH	Second-Lien Lender Secured Claims – Hawthorn (<i>U.S. Small Business Administration</i>)	Impaired	Entitled to Vote
3-SI	Lender Secured Claims – Sleep Inn (<i>First National Bank of Hughes Springs</i>)	Impaired	Entitled to Vote
4-HS to 4-CL	Other Secured Claims	Impaired	Entitled to Vote
5-HS to 5-CL	Unsecured Claims	Impaired	Entitled to Vote
6-HS to 6-CL	Deficiency Claims	Impaired	Entitled to Vote
7-HS to 7-CL	Guaranty Claims	Impaired	Entitled to Vote
8-HS to 8-CL	Equity Interests	Impaired	Entitled to Vote

3.5 Treatment of Claims and Equity Interests

The following sections provide the proposed treatment for each Class and sub-Class. Where the proposed treatment of one or more Debtor's Class of the same type is identical,

such treatment is described under the same heading. However, identical treatment language is in no way a representation that Holders of Claims in different classes, including similarly classified Claims across different Debtors, shall receive identical application of the proposed treatment or that any Debtor or Reorganized Debtor is bound to select the same treatment option(s) chosen by another Debtor.

3.5.1 Classes 1-HS to 1-CL – Other Priority Claims

- (a) *Classification:* Each Class 1 contains the Allowed Other Priority Claims against that applicable Debtor(s).
- (b) *Treatment:* At the option of the applicable Debtor, each Holder of an Allowed Other Priority Claim shall receive, on or as soon as reasonably practicable after the applicable Effective Date, except to the extent that a Holder of an Allowed Other Priority Claim agrees to a less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Other Priority Claim, the following:
 - (i) Payment in full in Cash of its Allowed Class 1 Claim; or
 - (ii) Such other treatment as is consistent with the requirements of Bankruptcy Code § 1129(a)(9).
- (c) *Voting:* Class 1 is Unimpaired under the Plan. Holders of Allowed Claims in Class 1 are deemed to have accepted the Plan.

3.5.2 Classes 2-HS to 2-CL – Secured Tax Claims

- (a) *Classification:* Each Class 2 contains the Allowed Secured Tax Claims against that applicable Debtor(s). Each Holder of Claims in each Class 2 shall retain the Liens that secure all amounts ultimately owed until such Claims are paid in full. Article 7.4 of the Plan does not apply to Secured Tax Claims. In the event of claim objection, the Holders of Secured Tax Claims will still receive plan payments, which will be applied to the undisputed portion of the Claim. If such payments are not made, applicable interest shall continue to accrue on the Claim during the time that it is in dispute.
- (b) *Treatment:* Each Holder of an Allowed Secured Tax Claim shall receive, except to the extent that a Holder of an Allowed Secured Tax Claim agrees to a less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Secured Tax Claim, payment in accordance with the following terms:

- (i) *For Class 2-HS Claims*, each Holder will receive Cash on the applicable Effective Date or as soon as reasonably practicable thereafter in an amount equal to the full unpaid amount of such Allowed Secured Tax Claim plus interest that has accrued from the Petition Date through the Effective Date and from the Effective Date through the date of payment in full at the state statutory rate pursuant to 11 U.S.C. Sections 506(b), 511, and 1129;
- (ii) *For Class 2-SI and Class 2-CL Claims*, in accordance with Article 3.5.5, First National Bank of Hughes Springs will receive the FNB Foreclosure Properties and any Copeland's of Longview, LLC-owned property it acquires in accordance with the Plan subject to any and all related Secured Tax Claims and Liens. In such case, First National Bank of Hughes Springs will be responsible for payment of any related Secured Tax Claims and Liens. With regard to any Class 2-CL Claims relating to property, if any, remaining with Copeland's of Longview, LLC on the applicable Effective Date, the Holder of a Class 2-CL Claim will receive payment up to the Secured amount of such Claim plus interest that has accrued from the Petition Date through the Effective Date and from the Effective Date through the date of payment in full at the state statutory rate pursuant to 11 U.S.C. Sections 506(b), 511, and 1129 from any Cash received from the closing of one or more Property Dispositions of the sale of such property;
- (iii) *For Class 2-HH Claims*, each Holder will receive equal quarterly Cash payments in an aggregate amount equal to the unpaid portion of such Allowed Secured Tax Claim, together with interest that has accrued from the Petition Date through the Effective Date and from the Effective Date through the date of payment in full at the state statutory rate pursuant to 11 U.S.C. Sections 506(b), 511, and 1129, commencing on or before the first Quarterly Payment Date following the applicable Effective Date and continuing on each Quarterly Payment Date over a period not exceeding four years from and after the Confirmation Date, subject to the sole option of the Reorganized Debtors to prepay the entire amount of the unpaid portion of the Allowed Secured Tax Claim in the ordinary course of business or to make payments on a more frequent basis between Quarterly Payment Dates to the extent that such payments, including any payment made on the next applicable Quarterly Payment Date, in the aggregate equal the quarterly payment otherwise due on or before the next applicable Quarterly Payment Date. In the

event of a post-Effective Date sale of the property on which the Holder of an Allowed Secured Tax Claim has Liens, full payment of any remaining unpaid portion of the Class 2-HH Claim, with applicable interest as well as payment of post-Petition ad valorem property tax amounts that are due at the time of the sale closing, will be paid at the time of such sale. In either case, the Holder of an Allowed Secured Tax Claim shall retain any Liens it held Prepetition with respect to such Allowed Secured Tax Claim until such Holder is paid the full amount of such Claim; and

- (iv) *For Class 2-HI Claims*, with respect to any Class 2-HI Claim relating to 108/110 Tyler, in accordance with Article 3.5.5, First National Bank of Hughes Springs will receive such property subject to any and all related Secured Tax Claims and Liens. Similarly, with respect to any Class 2-HI Claim relating to any property foreclosed on by a Lender or otherwise transferred to a Lender in accordance with the Plan, such property will be transferred subject to any and all related Secured Tax Claims and Liens. With respect to any Class 2-HI Claim relating to any property sold in accordance with the Plan, each Holder will receive Cash on the applicable Effective Date or as soon as reasonably practicable thereafter in an amount equal to the full unpaid amount of such Allowed Secured Tax Claim plus interest that has accrued from the Petition Date through the Effective Date and from the Effective Date through the date of payment in full at the state statutory rate pursuant to 11 U.S.C. Sections 506(b), 511, and 1129. With respect to Class-2-HI Claims relating to property to be retained in accordance with the Plan, each Holder will receive equal quarterly Cash payments in an aggregate amount equal to the unpaid portion of such Allowed Secured Tax Claim, together with interest that has accrued from the Petition Date through the Effective Date and from the Effective Date through the date of payment in full at the state statutory rate pursuant to 11 U.S.C. Sections 506(b), 511, and 1129, commencing on or before the first Quarterly Payment Date following the applicable Effective Date and continuing on each Quarterly Payment Date over a period not exceeding four years from and after the Confirmation Date, subject to the sole option of the Reorganized Debtors to prepay the entire amount of the unpaid portion of the Allowed Secured Tax Claim in the ordinary course of business or to make payments on a more frequent basis between Quarterly Payment Dates to the extent that such payments, including any payment made on the next

applicable Quarterly Payment Date, in the aggregate equal the quarterly payment otherwise due on or before the next applicable Quarterly Payment Date. In the event of a post-Effective Date sale of the property on which the Holder of an Allowed Secured Tax Claim has Liens, such Holder will receive full payment of any remaining unpaid portion of the Class 2-HI Claim, with applicable interest as well as payment of post-Petition ad valorem property tax amounts that are due at the time of the sale closing, will be paid at the time of such sale. In either case, the Holder of an Allowed Secured Tax Claim shall retain any Liens it held Prepetition with respect to such Allowed Secured Tax Claim until such Holder is paid the full amount of such Claim.

- (c) *Voting:* Class 2 is Impaired under the Plan. Holders of Allowed Claims in Class 2 are entitled to vote to accept or reject the Plan.

3.5.3 Class 3-HS – Lender Secured Claims – La Quinta

- (a) *Classification:* Class 3-HS contains the Allowed Lender Secured Claims against Hahn Hotels of Sulphur Springs, LLC relating to the La Quinta and currently held by Pilgrim Bank.
- (b) *Treatment:* Except to the extent that the Holder of the Class 3-HS Claim (currently, Pilgrim Bank) agrees in writing after the Confirmation Date to less favorable treatment, the Holder of the Class 3-HS Claim shall be paid its Class 3-HS Claim according to the following terms:
 - (i) *Interest Payments.* Hahn Hotels of Sulphur Springs, LLC shall pay to Pilgrim Bank interest-only monthly payments at the Prepetition non-default contract rate (which is 5.48% per annum) beginning on the first day of the first full month after the Confirmation Date and continuing regularly and monthly thereafter on the first day of each succeeding calendar month thereafter until and including May 1, 2018. Post-Confirmation interest at the Prepetition non-default contract rate shall be calculated on the unpaid balance of Pilgrim Bank's Allowed Class 3-HS Claim as of the Confirmation Date.;
 - (ii) *Allowed Class 3-HS Claim; Pre-confirmation Interest and Attorneys' Fees (Petition Date to December 8, 2017).* Debtors acknowledge that Pilgrim Bank is the beneficiary of guaranty agreements concerning the Class 3-HS Claim including guaranty agreements signed by Dante and Melissa Hahn, certain Guarantor Debtors (Hahn Investments, LLC and Hahn

Hotels, LLC), and one or more non-Debtor Persons (the latter being referred to as the “**Pilgrim Bank Non-Debtor Guarantors**”). After the Petition Date payments were made to Pilgrim Bank by some of the Pilgrim Bank Non-Debtor Guarantors. Credit for payments by Pilgrim Bank Non-Debtor Guarantors has been applied to the Class 3-HS Claim, first to accrued and unpaid Prepetition and post-Petition interest, second to Pilgrim Bank’s out-of-pocket expenses, third to Pilgrim Bank’s attorneys’ fees, court costs, and other related expenses, and fourth to the principal balance of the Class 3-HS Claim, in each instance as of and through December 8, 2017. After applying all payments made to Pilgrim Bank by the Pilgrim Bank Non-Debtor Guarantors, the Allowed Class 3-HS Claim as of December 8, 2017 is \$2,943,803.28, which amount is the unpaid principal balance of the Claim. All Prepetition and post-Petition interest accrued on the Class 3-HS Claim through December 8, 2017, and all Prepetition and post-Petition attorneys’ fees and costs otherwise payable to Pilgrim Bank on the Class 3-HS Claim through November 30, 2017, have been paid by the Pilgrim Bank Non-Debtor Guarantors. Notwithstanding any other provision in the Plan the Class 3-HS Claim is an Allowed Secured Claim and no objection to the Claim shall or can be made. Moreover, the provisions of Article 6.11.1 entitled “Claims Paid by Third Parties” shall not apply to the Class 3-HS Claim or any amount paid to Pilgrim Bank by any Pilgrim Bank Non-Debtor Guarantor;

- (iii) *Pre-Confirmation Interest and Attorneys’ Fees (December 8, 2017 to Confirmation Date).* Notwithstanding any other provision in the Plan, Pilgrim Bank is not required to file a motion or application for the allowance of interest from or after the Petition Date through December 8, 2017 or for the allowance of its attorneys’ fees and costs for any period of time up to November 30, 2017 to the extent that such interest, fees, and costs have been paid by the Pilgrim Bank Non-Debtor Guarantors and are not asserted against any Debtor. Interest on the unpaid balance of the Allowed Class 3-HS Claim shall accrue after December 8, 2017 and until the Confirmation Date at 5.48% per annum. The amount of Pilgrim Bank’s reasonable attorneys’ fees and costs for the period after November 30, 2017 may be Allowed by agreement with Debtors or by order of the Court. All such interest, attorneys’ fees, and costs shall be a part of Pilgrim Bank’s Allowed Class 3-HS Claim only if and to the extent that Pilgrim Bank’s Class 3-HS Claim is oversecured and

entitled to such interest, fees, and costs under § 506(b) of the Bankruptcy Code, as determined at the time of the sale, foreclosure, or surrender of the La Quinta in accordance with this Article 3.5.3;

- (iv) *Post-Confirmation Sale of La Quinta.* On or before June 1, 2018, Hahn Hotels of Sulphur Springs, LLC shall close on a Post-Confirmation Sale of the La Quinta at a purchase price equal to or greater than (A) an amount which is sufficient, after the payment of all applicable costs of sale and Secured Tax Claims against the La Quinta, to pay in full the unpaid balance of the Allowed Class 3-HS Claim (including interest, reasonable attorneys' fees, and costs), or (B) an amount approved by written agreement between Hahn Hotels of Sulphur Springs, LLC and Pilgrim Bank. The deadline for closing on the Post-Confirmation Sale of the La Quinta may be extended by written agreement between Hahn Hotels of Sulphur Springs, LLC and Pilgrim Bank. On or as soon as reasonably practicable after the Confirmation Date, Hahn Hotels of Sulphur Springs, LLC shall execute and place in escrow with the firm of Ritcheson, Lauffer & Vincent, P.C. a deed in lieu of foreclosure to the La Quinta and in favor of Pilgrim Bank. If the Post-Confirmation Sale of the La Quinta is not closed on or before June 1, 2018, or such other date as Pilgrim Bank approves in writing, then at Pilgrim Bank's election, the deed in lieu of foreclosure may be delivered to Pilgrim Bank or Pilgrim Bank may proceed to a foreclosure of its Liens against the La Quinta and any other property securing payment of the Class 3-HS Claim (excluding, however, Prepetition Intercompany Claims). If the Effective Date as to Hahn Hotels of Sulphur Springs, LLC does not occur on or before the deadline to conclude the Post-Confirmation Sale of the La Quinta, then the automatic stay of §362 of the Bankruptcy Code shall be deemed to be terminated as of such deadline and as to the La Quinta and all other collateral securing payment of the Class 3-HS Claim without the need for any further order of the Court, notice to Debtors, or opportunity to cure. After Confirmation any and all of Pilgrim Bank's credit bid rights concerning all or any part of its collateral shall continue and remain in full force and effect;
- (v) *Post-Confirmation Reports to Pilgrim Bank.* From and after the Confirmation Date, Debtors shall continue to provide all reports, financial information, income and expense statements, and notices required by or under the terms of the Court's pre-

Confirmation cash collateral orders and the Pilgrim Bank loan documents. In addition, Debtors shall provide to Pilgrim Bank notice of and copies of all of the following, all of which are due on or before five Business Days after Debtors' receipt of same: all offers, counter-offers, letters of intent, contracts for sale, and all notices, amendments, extensions, and supplements thereto, relating to the sale of the La Quinta;

- (vi) *Survival of Prepetition Loan Documents.* Except as specifically modified under the terms of this Article 3.5.3, any and all of the Prepetition loan documents between Pilgrim Bank and Hahn Hotels of Sulphur Springs, LLC shall continue in full force and effect. Pilgrim Bank shall retain its Prepetition Liens and all post-Petition Liens against the La Quinta, any cash collateral owed under an Intercompany Administrative Claim, and all other collateral (excluding, however, Prepetition Intercompany Claims) until its Class 3-HS Claim is paid in full;
- (vii) *Franchise Agreement – La Quinta.* The Franchise Agreement relating to or concerning the La Quinta shall not be rejected by Debtors without Pilgrim Bank's prior written consent. Pilgrim Bank shall not withhold such consent unreasonably;
- (viii) *Guaranty Claims and Intercompany Claims.* Notwithstanding any other provision contained in the Plan, no Guaranty Claim or other claim of Pilgrim Bank against Dante Hahn, Melissa Hahn, Hahn Hotels of Bentonville, LLC, or any other Person related to or concerning the Class 3-HS Claim, and no Intercompany Administrative Claim held by Hahn Hotels of Sulphur Springs, LLC shall be terminated, released, satisfied, waived or discharged without Pilgrim Bank's written consent unless the entire Class 3-HS Claim has been paid in full;
- (ix) *Voluntary Release and Permanent Injunction Provisions Inapplicable.* The voluntary release provisions of this Plan (including Article 9.5) and the permanent injunction provisions of this Plan (including Article 9.7) shall not apply to or be deemed to apply to Pilgrim Bank or to the Class 3-HS Claim. Provided, however, the Temporary Injunction provisions of Article 9.9 of this Plan shall apply to Pilgrim Bank and to the Class 3-HS Claim; and
- (x) *Restrictions on Distributions and Intercompany Transfers.* No distribution, loan, dividend, or extension of credit shall be made or paid by Hahn Hotels of Sulphur Springs, LLC to Hahn

Investments, LLC, Dante Hahn, Melissa Hahn, or to any other Insider or Holder of an Interest in any Debtor unless (A) the Class 3-HS Claim has been paid in full or (B) the distribution or transfer is approved, in writing and in advance, by Pilgrim Bank. Compensation paid by Hahn Hotels of Sulphur Springs, LLC to any Insider (including Dante Hahn) shall not exceed \$3,500 per month unless (X) the Class 3-HS Claim has been paid in full or (Y) the compensation is approved, in writing and in advance by Pilgrim Bank.

- (c) *Voting*: Class 3-HS is Impaired under the Plan. Holders of Allowed Claims in Class 3-HS are entitled to vote to accept or reject the Plan.
- (d) *The La Quinta*: For purposes of this Article 3.5.3 the phrase “*La Quinta*” means the real property and tangible personal property securing payment of the Class 3-HS Claim including, but not limited to, (i) all that certain lot, tract or parcel of land situated in Hopkins County, Texas, being Lot 3, Block 1 of Green Addition, a subdivision located in the M.A. Bowlin Survey, A-39, of Hopkins County, Texas, according to the map or plat thereof recorded in Vol. 5, Page 224 of the Map Records of Hopkins County, Texas, together with (A) all buildings, improvements and fixtures thereon, (B) all easements, rights of way, and appurtenances, (C) all water and water rights, (D) all other rights, royalties, and profits relating to such property, and (E) all minerals, oil, gas, geothermal and similar interests; (ii) all goods, equipment, fixtures, parts, fittings, accessories, special tools and accessions attached to, made a part of, or used in connection with the above real property; and (iii) all accessions, attachments, tools, parts, supplies, replacements and additions to any of the above, all products and produce of any of the above, all proceeds of any of the above, and all records and data relating to any of the above.

3.5.4 Class 3A-HI – Lender Secured Claims - City Center

- (a) *Classification*: These Classes contain the Allowed Lender Secured Claims against Hahn Investments, LLC relating to the City Center currently held by Texas Bank and Trust.
- (b) *Treatment*: Except to the extent that the Holder of the Class 3A-HI Claim agrees to less favorable treatment, the Holder of the Class 3A-HI Claim shall be paid its Class 3A-HI Claim according to the following terms:
 - (i) *Foreclosure on the City Center Property*. Texas Bank and Trust will foreclose on the City Center property as soon as is allowed

by the Bankruptcy Court in response to a motion to lift stay filed by Texas Bank and Trust and supported by the Debtors;

- (ii) *Deficiency Treatment and Calculation.* The amount of any deficiency will not be determined and calculated until after Texas Bank and Trust has foreclosed and sold the entire City Center property, either at a foreclosure sale or thereafter, to a third party other than a Texas Bank and Trust affiliate. The treatment of any such deficiency shall be limited to and provided in accordance with Article 3.5.7;
- (iii) *Return of Excess Funds.* If Texas Bank and Trust receives more from its ultimate sale of City Center to a third party than its debt and related expenses (including all reasonable legal fees incurred and all property taxes, insurance premiums, broker fees and other costs of sale, and all other reasonable costs of securing, repairing, improving, owning, operating, and carrying the property until ultimate sale to a third party), Texas Bank and Trust will pay the excess moneys to Hahn Investments, LLC for distribution in accordance with the Plan and the priorities of the Bankruptcy Code. Promptly after the sale of City Center to a third party, TBT will provide a reasonable accounting to Hahn Investments, LLC showing the proceeds received from the ultimate sale and Texas Bank and Trust's debt and related City Center expenses;
- (iv) *Guarantor Release.* Texas Bank and Trust will release Dante Hahn from his Guaranty of the City Center Note and will release any interest Texas Bank and Trust has, if any, against any community property of Melissa Hahn in City Center after Texas Bank and Trust completes its foreclosure of the City Center and either takes title to the property or sells the property to a third party at the foreclosure sale.

- (c) *Voting:* Class 3A-HI is Impaired under the Plan. Holders of Allowed Claims in Class 3A-HI are entitled to vote to accept or reject the Plan.

3.5.5 Classes 3B-HI, 3C-HI, and 3-SI – Lender Secured Claims - FNB Foreclosure Properties

- (a) *Classification:* Class 3B-HI contains the Allowed Lender Secured Claims against Hahn Investments, LLC relating to the Restaurant-related property owned by Hahn Investments, LLC and the Raw Land, which are both collateral for the same Lender obligation to First National Bank of Hughes Springs. Class 3C-HI contains the Allowed

Lender Secured Claims against Hahn Investments, LLC relating to 108/110 Tyler currently held by First National Bank of Hughes Springs. Class 3-SI contains the Allowed Lender Secured Claims against the Sleep Inn Debtors currently held by First National Bank of Hughes Springs.

- (b) *Treatment:* The Holder of Claims in these Classes shall be paid its Claims in accordance with the following terms:
- (i) *Foreclosure on the FNB Foreclosure Properties.* First National Bank of Hughes Springs will foreclose on the FNB Foreclosure Properties as soon as is allowed by the Bankruptcy Court in response to a motion to lift stay filed by First National Bank of Hughes Springs and supported by the Debtors. First National Bank of Hughes Springs (or any third-party purchaser at a foreclosure sale) will receive the FNB Foreclosure Properties (whether through foreclosure or a deed in lieu of foreclosure) subject to any secured tax claims and accounts payable that are outstanding as of its receipt of such property;
 - (ii) *Deficiency Treatment and Calculation.* The amount of the deficiency will not be calculated until after First National Bank of Hughes Springs has foreclosed and sold the FNB Foreclosure Properties to a third party other than an First National Bank of Hughes Springs affiliate, but this shall not affect the obligation of Debtors to begin to pay the FNB Allowed Deficiency Amount as set forth in Article 3.5.8. The treatment of any such deficiency shall be limited to and provided in accordance with Article 3.5.8;
 - (iii) *Maintenance of Operations.* The Debtors will maintain current operations at the FNB Foreclosure Properties until the time these anticipated foreclosure sales are complete. In the event these anticipated foreclosures cannot be held in February 2018, Debtors will agree to cooperate with First National Bank of Hughes Springs to maintain current operations at the FNB Foreclosure Properties to the fullest extent possible. Debtors will continue to pay with available funds accounts payable in the ordinary course of their business as part of maintaining current operations at the FNB Foreclosure Properties until the time the anticipated foreclosure sales are complete and will quickly inform First National Bank of Hughes Springs if there will be insufficient funds available to pay accounts payable in the ordinary course of their business;

- (iv) *Payment Towards Claims.* Upon sale to one or more unaffiliated third parties of any of the FNB Foreclosure Properties, FNB will pay from such sale \$15,000 to Copeland's of Longview, LLC and \$15,000 to the Sleep Inn Debtors for payment of claims against those bankruptcy estates;
- (v) *Return of Excess Funds.* If First National Bank of Hughes Springs receives more from its ultimate sale of the Restaurant and the Raw Land to a third party that is not an affiliate of FNB, than all of its debts and related expenses secured by the Restaurant and the Raw Land, including but not limited to reasonable attorney's fees, then First National Bank of Hughes Springs will pay the excess moneys to Hahn Investments, LLC, for distribution in accordance with the Plan. Within twenty business days of closing on a sale of any of the Restaurant and the Raw Land, First National Bank of Hughes Springs will provide a reasonable accounting to the Hahn Investments, LLC showing the proceeds received from the ultimate sale of the Restaurant and the Raw Land and showing First National Bank of Hughes Springs's debt and related expenses. The debts of First National Bank of Hughes Springs shall be treated as cross collateralized to the extent set forth in the underlying loan documents; and
- (vi) *Guarantor Release.* First National Bank of Hughes Springs agrees to release Dante and Melissa Hahn from any and all guaranties contingent upon (1) First National Bank of Hughes Springs successfully completing foreclosure(s) of its liens on the FNB Foreclosure Properties and either taking title to the FNB Foreclosure Properties at any foreclosure sale(s) or selling the FNB Foreclosure Properties to one or more third parties, (2) compliance by Debtors and Dante and Melissa Hahn with the terms and conditions of the Plan as it relates to the FNB Foreclosure Properties, and (3) full cooperation from Debtors and Dante and Melissa Hahn with First National Bank of Hughes Springs to maintain current operations at each of the FNB Foreclosure Properties to facilitate the transition of operations at each of the FNB Foreclosed Properties from Debtors (except that, it will not be a violation of Dante and Melissa's obligations under this Plan for Debtors or Dante and Melissa Hahn to refuse to pay for operations of any of the FNB Foreclosure Properties after the first Tuesday in February 2018, it being understood that the parties will have to negotiate how such expenses will be handled in the unlikely event that

foreclosure does not occur on the first Tuesday in February 2018). The parties agree that any release will not impact the 2nd lien of First National Bank of Hughes Springs on 115 Tyler up to the FNB Allowed Deficiency Amount until either (1) satisfaction of the FNB Allowed Deficiency Amount, or (2) it is determined that there is no deficiency.

- (c) *Voting:* Classes 3B-HI, 3C-HI, and 3-SI are Impaired under the Plan. Holders of Allowed Claims in this Class are entitled to vote to accept or reject the Plan.

3.5.6 Classes 3D-HI, 3E-HI, and 3F-HI – Lender Secured Claims – Tall Pines, 115 Tyler, and Oakview Villas

- (a) *Classification:* These Classes contain the Allowed Lender Secured Claims against Hahn Investments, LLC relating to the Tall Pines, 115 Tyler, and Oakview Villas properties, respectively (such claims currently held by Texas National Bank), but do not contain any Second-Lien Lender Secured Claims relating to such properties.
- (b) *Treatment:* Except to the extent that the Holder of the Class 3D-HI, 3E-HI, or 3F-HI Claims agrees to less favorable treatment, the Class 3D-HI, 3E-HI, and 3F-HI Claims shall be satisfied according to the following terms:
 - (i) *Calculation of Allowed Claims.* The Class 3D-HI, 3E-HI, and 3F-HI Claims are over-secured and entitled to post-Petition interest, late charges, attorney's fees, and costs under § 506(b) of the Bankruptcy Code. Interest shall continue to accrue on the principal balance of the 115 Tyler-related loan at the rate of 5% per annum until the Confirmation Date. Interest shall continue to accrue on the principal balance of the Tall Pines-related Loan and the Oakview Villas-related Loan at the rate of 5.25% per annum until the Confirmation Date. Notwithstanding any other provision in the Plan, Texas National Bank shall not be required to file a motion or application for the allowance of interest from and after the Petition Date. The amount of Texas National Bank's reasonable post-Petition attorneys' fees and costs may be Allowed by agreement with Debtors or by order of the Court. All such interest, reasonable attorneys' fees, late charges, and costs shall be a part of Texas National Bank's Allowed Class 3D-HI, 3E-HI and 3F-HI Claims. The applicable Lender Loan Agreements shall provide for principal and interest through the Confirmation Date and reasonable attorneys' fees and costs,

including the costs of preparing and filing the Lender Loan Agreements and related documents, even if incurred after the Confirmation Date;

- (ii) *Lender Loan Agreement Terms.* With respect to each of the TNB-Related Properties and the related secured loan obligations, Hahn Investments, LLC shall enter into a Lender Loan Agreement and such other loan documents as Texas National Bank may reasonably require, in form and substance agreed upon by Texas National Bank and Hahn Investments, prior to confirmation. Such Lender Loan Agreements shall include the following terms: (a) interest at the rate of prime plus 1% per annum as of the Confirmation Date, to be adjusted every three years, with a floor of 5.5% and Maximum Lawful Interest as defined in the applicable existing notes; (b) an amortization period of 20 years, subject to the following payment terms: (1) interest-only monthly payments commencing on the first business day of the first full month following the Confirmation Date of Hahn Investments, LLC's Plan and continuing on the same day of each month thereafter through and including September 2018; (2) specific principal and interest payments commencing on October 1, 2018, and continuing on the first day of each month thereafter until the first day of the month prior to the three-year anniversary of the Confirmation Date, calculated using a 25 year amortization, with the specific payment amount for each note to be calculated and included in the applicable Lender Loan Agreement documents; and (3) principal and interest payments commencing on the first day of the month after the three-year anniversary of the Confirmation Date, at the adjusted interest rate and calculated on the remaining 17 years of the original 20 year amortization period; (c) 5-year maturity from the Confirmation Date, at which time the unpaid balance of the loans as modified shall be due and payable; and (d) retention of the Texas National Bank's pre-petition Liens (including assignment of leases and rents) and post-Petition replacement Liens granted to Texas National Bank on the Debtors' property until payment of the full amount of Texas National Bank's allowed secured claims;
- (iii) *Contract Rights and Guaranty Agreements.* Except as otherwise specifically provided in the applicable Lender Loan Agreements, the pre-petition notes, deeds of trust, guaranty agreement(s), and other loan documents relating to the TNB-Related Properties shall continue in full force and effect.

Notwithstanding any other provision contained in the Plan, no guaranty agreement or other claim of Texas National Bank against Dante Hahn or Melissa Hahn, or any other Person related to or concerning the Class 3D-HI, 3E-HI and 3F-HI Claims, shall be terminated, released, satisfied, waived or discharged without Texas National Bank's written consent unless the Class 3D-HI, 3E-HI and 3F-HI Claims have been paid in full, subject to the injunction described in part (iv) below;

- (iv) *Voluntary Release and Permanent Injunction Provisions Inapplicable.* The voluntary release provisions of the Plan (including Article 9.5) and the temporary and permanent injunction provisions of the Plan (including Article 9.7 and 9.9) shall not apply to or be deemed to apply to TNB or to the Class 3D-HI, 3E-HI and 3F-HI Claims. Upon Confirmation of the Plan, Texas National Bank shall be temporarily enjoined, pursuant to § 105 of the Code, from proceeding against any officer, member, employee, or other responsible person of any Debtor or Reorganized Debtor, individually on their guaranties, including, but not limited to, Dante and Melissa Hahn, for the collection of all or any portion of their Allowed Claim, but only for so long as: (a) payments to Texas National Bank are made in accordance with the Plan, and any payment default is cured within 30 days after notice of the default is sent by Texas National Bank to Hahn Investments, LLC; (b) proof of current and effective insurance on all improvements to the real property, furniture, fixtures and equipment securing Texas National Bank's claims, naming Texas National Bank as the "mortgagee" and/or "additional insured" is maintained and provided directly to Texas National Bank and any default is cured within seven days after notice of the default is sent by Texas National Bank to Hahn Investments, LLC; (c) the Allowed Secured Tax Claims on the property which secures Texas National Bank's claims are paid in accordance with Article 3.5.2(b) of the Plan and the property taxes on the property which secures Texas National Bank's claims, other than taxes provided for in Article 3.5.2(b) of the Plan, are paid before the taxes are delinquent under § 31.02 of the Texas Tax Code and any default is cured within thirty days after TNB requests proof of payment from Hahn Investments, LLC; and (d) the TNB-Related Properties have not been foreclosed upon, resulting in a deficiency; and

- (v) *Post-Confirmation Reports.* From and after the Confirmation Date, Debtors shall continue to provide all reports and financial information, required by or under various prepetition loan documents. In addition, Hahn Investments, LLC shall provide to Texas National Bank copies of all property tax payments made post-Petition on TNB-Related Properties.
- (c) *Voting:* Classes 3D-HI, 3E-HI, and 3F-HI are Impaired under the Plan. Holders of Allowed Claims in such Classes are entitled to vote to accept or reject the Plan.

3.5.7 Class 3G-HI– Second-Lien Lender Secured Claims – Tall Pines

- (a) *Classification:* This Class contains the Allowed Second-Lien Lender Secured Claims against Hahn Investments, LLC relating to the Tall Pines property on which second-lien Lender interests were granted as additional security for amounts loaned with respect to other Hahn Investments, LLC properties (specifically the City Center).
- (b) *Treatment:* Except to the extent that a Holder agrees to less favorable treatment, each Class 3G-HI Claim shall be satisfied according to the following terms:
 - (i) Texas Bank and Trust will retain its second lien on the Tall Pines property, which is stipulated to be valid and enforceable, up to a maximum of \$300,000 to cover any deficiency (which deficiency may include all of Texas Bank and Trust's expenses and carrying costs) owing to Texas Bank and Trust after it ultimately sells the City Center property to a third party. This second lien will secure the City Center debt to Texas Bank and Trust (subject to a deficiency cap of \$300,000.00), and Hahn Investments, LLC will not be obligated to repay any amount on account of any such capped deficiency except out of the Tall Pines property's second lien as hereinafter provided;
 - (ii) Payment of such deficiency will be due and payable upon the first to occur of the following: (1) Hahn Investments, LLC sells the Tall Pines property and such sale proceeds exceed the amount necessary to satisfy the existing senior-lien obligations for the Tall Pines property and any reasonable and customary sale fees and costs payable by Hahn Investments, LLC at closing; (2) Hahn Investments, LLC refinances the Tall Pines property and such refinancing results in proceeds exceeding the amount necessary to satisfy the existing senior-lien obligations for the Tall Pines property and any reasonable and customary sale fees

and costs payable by Hahn Investments, LLC at closing; or
 (3) the first-lien Lender forecloses on the Tall Pines property;
 and

- (iii) Texas Bank and Trust will release its second lien and file a release in the real property records of Gregg County upon satisfaction of any such deficiency (or upon the determination that there is no such deficiency).
- (c) *Voting:* Class 3G-HI is Impaired under the Plan. Holders of Allowed Claims in Class 3G-HI are entitled to vote to accept or reject the Plan.

3.5.8 Class 3H-HI – Second-Lien Lender Secured Claims –115 Tyler

- (a) *Classification:* This Class contains the Allowed Second-Lien Lender Secured Claims against Hahn Investments, LLC relating to the 115 Tyler property on which second-lien Lender interests were granted as additional security for amounts loaned with respect to other Hahn Investments, LLC properties (specifically the FNB Foreclosure Properties).
- (b) *Treatment:* Except to the extent that a Holder agrees to less favorable treatment, the Class 3H-HI Claim shall be satisfied according to the following terms:
 - (i) First National Bank of Hughes Springs will retain its second lien on the 115 Tyler property, which is stipulated to be valid and enforceable, in an amount not less than the “**FNB Allowed Deficiency Amount**” (defined below) to secure payment of any deficiency (if there is one) owing to First National Bank of Hughes Springs after it ultimately sells the FNB Foreclosure Properties to one or more third parties not affiliated with First National Bank of Hughes Springs. This second lien will be cross-collateralized with the other debt of First National Bank of Hughes Springs, and Hahn Investments, LLC will be obligated to repay the FNB Allowed Deficiency Amount secured by the 115 Tyler property second lien from the proceeds of the property as set forth in this Article 3.5.8;
 - (ii) So long as Hahn Investments, LLC owns the 115 Tyler property, payments will be made on the FNB Allowed Deficiency Amount as follows: (1) 12 monthly payments of interest at the rate of 6.0% per annum accrued on the principal of \$199,000.00 with the first such payment due on the first anniversary of the Confirmation Date, (2) monthly payments thereafter of such

principal and interest at the rate of 6.0% per annum on the principal of \$199,000 beginning on the second anniversary of the Confirmation Date on terms otherwise not less favorable than those on which the first lien of Texas National Bank on the 115 Tyler property is paid, until such time as the FNB Allowed Deficiency Amount is satisfied or the 115 Tyler property is foreclosed;

- (iii) Payment of the FNB Allowed Deficiency Amount will mature and be due and payable in full if (1) Hahn Investments, LLC sells the 115 Tyler property; (2) Hahn Investments, LLC refinances the 115 Tyler property; or (3) the first-lien lender or any other lienholder forecloses on the 115 Tyler property. It is expressly understood that if the 115 Tyler property is foreclosed, any payment obligations contained in this Article 3.5.8 above will end;
- (iv) First National Bank of Hughes Springs will release such 2nd lien and file a release in the real property records of Gregg County either (1) upon satisfaction of the FNB Allowed Deficiency Amount, or (2) if and when it is determined that there is no deficiency;
- (v) The FNB Allowed Deficiency Amount will be, if the 115 Tyler property is not sold or refinanced \$199,000, plus any interest which accrues on such amount as set forth herein; and
- (vi) If there is a sale or refinancing of 115 Tyler, then the FNB Allowed Deficiency Amount will vary depending on timing, in accordance with the following terms: (1) If the sale or refinancing occurs before or after the first anniversary of the Confirmation Date, then the FNB Allowed Deficiency Amount will be 50% of the net proceeds of any sale or refinancing of 115 Tyler (after payment of sales costs and any higher-priority lien secured creditors with respect to such property) up to the gross amount payable to First National Bank of Hughes Springs of \$289,600, but in no event less than \$199,000.00 plus interest accruing on the \$199,000 at 6.0% per annum beginning on the Confirmation Date until paid; and (2) if the sale or refinancing occurs after the first anniversary of the Confirmation Date, then the FNB Allowed Deficiency Amount will be 50% of the net proceeds of any such sale or refinancing of 115 Tyler (after payment of sales costs and any higher-priority lien secured creditors with respect to such property) up to the gross amount

payable to First National Bank of Hughes Springs of \$289,600 including the then owing unpaid principal and interest that has accrued at 6.0% per annum on the \$199,000 principal balance from the Confirmation Date.

3.5.9 Class 3I-HI– Lender Secured Claims – Single-Family Residences

- (a) *Classification:* This Class contains the Allowed Lender Secured Claims against Hahn Investments, LLC relating to Single-Family Residences currently held by Austin Bank.
- (b) *Treatment:* Except to the extent that the Holder of the Class 3I-HI Claim agrees to less favorable treatment, the Class 3I-HI Claim shall be satisfied according to the following terms:
 - (i) *Calculation of Allowed Class 3I-HI Claim.* Interest shall continue to accrue on the unpaid principal balance of the Single-Family Residences loans at the non-default rate of 4.5% per annum through the Confirmation Date. The amount of Austin Bank's reasonable attorneys' fees and costs for the period after the Petition Date may be Allowed by agreement with Debtors or by order of the Court. All such non-default interest, attorneys' fees, and costs shall be a part of the Allowed Class 3I-HI Claim only if and to the extent that the Holder's Class 3I-HI Claim is oversecured and entitled to such interest, fees, and costs under § 506(b) of the Bankruptcy Code, as determined at the time of the sale or foreclosure of the last of the Single-Family Residences in accordance with this Article 3.5.9;
 - (ii) *Interest Payments.* Hahn Investments, LLC shall make interest-only monthly payments to the Holder of the Class 3I-HI Claim under each of the above loan obligations, respectively, at the rate of 4.5% per annum, beginning on the first day of the first full month after the Confirmation Date of Hahn Investments, LLC's Plan and ending at such time that either (a) the Holder has foreclosed on the Single-Family Residences; or (b) the Holder has received the net proceeds from the sale of the Single-Family Residences by Hahn Investments, LLC to a third-party;
 - (iii) *Sale of the Single-Family Residences.* The Holder of the Class 3I-HI Claim shall file a motion for relief from stay, and the automatic stay shall be modified by agreement as to the Single-Family Residences and all other collateral securing payment of the Class 3I-HI Claim, so as to allow the Holder to post the Single-Family Residences for foreclosure no earlier than March

1, 2018, for a sale to take place no earlier than April 3, 2018. On or before April 3, 2018, Hahn Investments, LLC may present the Holder with a bona fide contract for sale of one or more Single-Family Residences, at a purchase price equal to or greater than (a) an amount which is sufficient, after the payment of all applicable costs of sale and Secured Tax Claims against the Single-Family Residences, to pay in full the unpaid balance of the Allowed Class 3-I-HI Claim (including interest, reasonable attorneys' fees, and costs), or (b) an amount agreed to in writing by Hahn Investments, LLC and the Holder. If Hahn Investments, LLC presents the Holder with such a bona fide contract for the sale of one or more Single-Family Residences on or before April 3, 2018, then the Holder shall abstain from foreclosing on such property for at least 45 days to allow the sale to close under the contract. All third-party sales contemplated by this Article 3.5.9 must close or otherwise be completed on or before Monday, June 4, 2018, unless the Holder and Hahn Investments, LLC agree in writing to extend this date;

- (iv) *Insurance.* Hahn Investments, LLC shall maintain and provide directly to the Holder of the Class 3I-HI Claim proof of current and effective insurance the Single-Family Residences, naming the Holder as the "mortgagee" and/or "additional insured" until such time as either (a) the Holder forecloses on the applicable Single-Family Residence; or (b) Hahn Investments, LLC closes on a sale of such Single-Family Residence to a third-party;
- (v) *Property Taxes.* Hahn Investments shall pay the post-Petition 2017 property taxes on the AB-Related Properties no later than January 31, 2018 unless the property taxes have already been paid from the sale of the property upon which the taxes were assessed;
- (vi) *Credit Bid Rights.* After the Confirmation Date, any and all credit bid rights of the Holder of the Class 3I-HI Claim concerning all or any part of its collateral shall continue and remain in full force and effect;
- (vii) *Broker Fee Upon Foreclosure.* If no sale is effected to a third party by April 3, 2018 (or such other date as the Holder of the Class 3I-HI Claim has agreed to extend the deadline for Hahn Investments to sell any Single-Family Residences) and the Holder of the Class 3I-HI Claim forecloses on one or more of the Single-Family Residences then no brokers compensation shall

be earned or payable to Lifestyles Realty Dallas, Inc. as a result of the foreclosure sale or any subsequent sale of such Single-Family Residences;

- (viii) *Post-Confirmation Reports.* Hahn Investments, LLC shall provide to Austin Bank notice of and copies of all of the following, all of which are due on or before five Business Days after Hahn Investment, LLC's receipt of same: all offers, counter-offers, letters of intent, contracts for sale, and all notices, amendments, extensions, and supplements thereto, relating to the sale of one or more of the Single-Family Residences and all notices and reports concerning repairs made to the Single-Family Residence in Galveston County. From and after the Confirmation Date, Hahn Investments, LLC shall continue to provide all reports financial information, and records required by pre-petition loan agreements between the parties until such time as the Single-Family Residences have been sold to a third party or foreclosed upon. In addition, Debtors shall provide to Austin Bank proof of any property tax payments made post-Petition on the Single-Family Residences;
- (ix) *Guaranty Agreements.* Notwithstanding any other provision contained in the Plan, no guaranty agreement or other claim of the Holder of the Class 3I-HI Claim against Dante Hahn or Melissa Hahn, or any other Person related to or concerning the Class 3-I-HI Claim, shall be terminated, released, satisfied, waived or discharged without such Holder's written consent;
- (x) *Survival of Prepetition Documents and Liens.* Except as specifically modified under the terms of this Article 3.5.9, any and all of the Prepetition loan documents between Austin Bank and Hahn Investments, LLC shall continue in full force and effect. Austin Bank shall retain its Prepetition Liens against the Single-Family Residences (including assignment of leases and assignment of rents), Post-Petition Liens granted as adequate protection, and all other collateral (excluding, however, Intercompany Claims) until its Class 3-I-HI Claim is paid in full; and
- (xi) *Voluntary Release and Permanent Injunction Provisions Inapplicable.* The voluntary release provisions of the Plan (including Article 9.5) and the temporary and permanent injunction provisions of the Plan (including Article 9.7 and 9.9) shall not apply to or be deemed to apply to Austin Bank or to the

Class 3-I-HI Claim. Provided however, the Holder of the Class 3I-HI Claim shall not exercise its rights under any guaranty agreement against Dante Hahn or Melissa Hahn, or any other Person related to or concerning the Class 3-I-HI Claim and shall abate the existing lawsuit against Dante Hahn, for as long as (a) interest only payments are made to AB in accordance with Section 4 of this Agreement; and (b) the Single-Family Residences have not been sold or foreclosed upon, resulting in a deficiency under the terms of the underlying loans.

- (c) *Voting:* Class 3I-HI is Impaired under the Plan. Holders of Allowed Claims in this Class are entitled to vote to accept or reject the Plan.

3.5.10 Classes 3A-HH and 3B-HH – Lender Secured Claims – Hawthorn

- (a) *Classification:* These Classes contain the Allowed Lender Secured Claims (including, with respect to Class 3B-HH, the Allowed Second-Lien Lender Secured Claims) against Hahn Hotels, LLC relating to the Hawthorn held by Texas Bank and Trust and the SBA, respectively.
- (b) *Treatment:* Except to the extent that a Holder of a Class 3A-HH or Class 3B-HH Claim agrees to less favorable treatment, the Holder of the Class 3A-HH or Class 3B-HH Claim shall be paid its Class 3A-HH or Class 3B-HH Claim according to the following terms:
- (i) *Lender Loan Agreements.* Hahn Hotels, LLC agrees to enter into a Lender Loan Agreement and any other reasonably necessary loan documents for each of the Hawthorn-related debt obligations (in form and substance reasonably satisfactory to both the applicable Lender and Hahn Hotels, LLC), whereby the unpaid arrearage owing to such Lender under its existing note is added to the principal balance of the loan. Hahn Hotels, LLC will pay the premium for a modification endorsement to Texas Bank and Trust's existing loan title policy (or if such endorsement is not available, Hahn Hotels, LLC will pay the premium for a new loan title policy in the full loan amount), and Hahn Hotels, LLC will execute and/or deliver such documents as may be reasonably required by the title company in connection with the endorsement or title policy;
 - (ii) *Terms of Lender Loan Agreements; Temporary Injunction.* Each modified loan will provide for monthly installments of accrued interest on the first business day of each month, beginning on

the earlier of (1) the first business day of the first month following confirmation of the Plan, or (2) March 1, 2018, and continuing through and including June 1, 2018, and thereafter equal monthly installments of principal and interest shall be payable on the first day of each month, beginning July 1, 2018 based on a 20-year amortization; provided, notwithstanding anything herein to the contrary, all unpaid principal and accrued interest shall be due and payable in full on the final maturity date, which shall be the earlier of (1) the first business day after the third anniversary of the confirmation date of the Plan, or (2) March 1, 2021. The interest rate to be applied will be determined in accordance with the existing loan documents between the parties. All other terms of existing Hawthorn-related notes, deeds of trust, guaranties, and other loan documents will remain in place and will not be altered by the Plan, except that there will be an injunction in the Plan enjoining Texas Bank and Trust from collecting on any guaranty so long as payments are being made to such Lender in accordance with this Article;

- (iii) *Property Maintenance.* Hahn Hotels, LLC agrees to maintain the Hawthorn property in accordance with the existing loan documents terms relating to maintenance of the collateral;
- (iv) *Class 3A-HH Claim-Specific Provisions.* Hahn Hotels, LLC will begin monthly interest-only payments to Texas Bank and Trust at the current interest rate of 4% per annum starting on the earlier of (1) the first business day of the first month following confirmation of the Plan, or (2) March 1, 2018, and continuing through and including June 1, 2018. The existing loan documents provide for an adjustment to the interest rate on June 1, 2018 (such rate calculated in accordance with the existing loan documents, the “**New Interest Rate**”). The New Interest Rate will be effective June 1, 2018, and beginning on July 1, 2018, Hahn Hotels, LLC will begin monthly payments of principal and interest at the New Interest Rate. The payments will begin in accordance with this schedule regardless of the status of the Plan, Texas Bank and Trust’s motion to lift stay with regard to the City Center property, or Texas Bank and Trust’s foreclosure of the City Center; and
- (v) *Class 3B-HH Claim-Specific Provisions.* Hahn Hotels, LLC will begin monthly interest-only payments to the SBA at the current non-default contract rate starting on the earlier of (1) the first

business day of the first month following confirmation of the Plan, or (2) March 1, 2018, and continuing through and including June 1, 2018. Beginning on July 1, 2018, Hahn Hotels, LLC will begin monthly payments of principal and interest at the non-default contract rate. The SBA's liens and security interests on the Hawthorn property are, and will remain, second and inferior to Texas Bank and Trust's lien on the Hawthorn property pursuant to the terms of the 2013 Subordination Agreement between Texas Bank and Trust and the SBA, notwithstanding modification of Texas Bank and Trust's Hawthorn-related loan terms and documents.

- (c) *Voting:* Classes 3A-HH and 3B-HH are Impaired under the Plan. Holders of Allowed Claims in this Class are entitled to vote to accept or reject the Plan.

3.5.11 Classes 4-HS to 4-CL – Other Secured Claims

- (a) *Classification:* Each Class 4 contains the Allowed Other Secured Claims against that applicable Debtor(s). No treatment is provided for Classes 4-HH and 4-HS, as such Classes contain no Claims. Any Allowed M&M Lien-related Claims shall be further governed by the terms of Article 7.3.1.
- (b) *Treatment:* Except to the extent that a Holder agrees to less favorable treatment, each Holder of a Class 4 Claim shall receive, on or as soon as reasonably practicable after that Reorganized Debtor's Effective Date, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Class 4 Claim, the following:
 - (i) *For Class 4-SI and Class 4-CL Claims,* to the extent that the proceeds of such sale are sufficient to pay such Holder's entire Claim with regard to such property, Cash from the closing of a Property Disposition of the collateral securing the Holder's Other Secured Claim in an amount equal to the full unpaid amount of the Secured portion of such Allowed Other Secured Claim, paid in accordance with such Claim's priority. To the extent that the proceeds of such sale are insufficient to pay such Holder's entire Claim with regard to such property, that Holder shall share Pro Rata with Holders of Class 5, Class 6, and Class 7 Claims any Contributed Cash or other Cash remaining with such Debtor, if any, up to the amount of any deficiency, taking into account payment of higher-priority Claims. In the event that a Subsequent Lender Sale of the collateral previously securing the Holder's Other Secured Claim yields more at such

sale than the Lender Secured Claim with respect to such property and such additional Cash is paid to the applicable Debtor, the Holder of such Other Secured Claim shall also receive payment from such Cash on account of the unpaid portion of its Other Secured Claim, paid in the order of such Claim's priority; and

- (ii) *For Class 4-HI Claims*, to the extent that the proceeds of such sale are sufficient to pay such Holder's entire Claim with regard to such property, Cash from the closing of a Property Disposition of the collateral securing the Holder's Other Secured Claim in an amount equal to the full unpaid amount of the Secured portion of such Allowed Other Secured Claim, paid in the order of such Claim's priority. To the extent that the proceeds of such sale are insufficient to pay such Holder's entire Claim with regard to such property, payment of the Class 4 Claim Holder's Pro Rata share, along with Holders of Class 5, Class 6, and Class 7 Claims, of 80% of Hahn Investments' excess cash flow determined and paid on a quarterly basis until the earlier of (a) the point at which such Claim is paid in full or (b) five years from the Effective Date of Hahn Investments' Plan. In the event that a Subsequent Lender Sale of the collateral previously securing the Holder's Other Secured Claim yields more at such sale than the Lender Secured Claim with respect to such property and such additional Cash is paid to Hahn Investments, the Holder of such Other Secured Claim shall also receive payment from such Cash on account of the unpaid portion of its Other Secured Claim, paid in accordance with such Claim's priority.
- (c) *Voting*: Class 4 is Impaired under the Plan. Holders of Allowed Claims in Class 4 are entitled to vote to accept or reject the Plan.

3.5.12 Classes 5-HS to 5-CL – Unsecured Claims

- (a) *Classification*: Each Class 5 contains the Allowed Unsecured Claims against that applicable Debtor(s).
- (b) *Treatment*: Except to the extent that a Holder agrees to less favorable treatment, each Holder of a Class 5 Claim shall receive, on or after that Reorganized Debtor's Effective Date, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Class 5 Claim, the following:

- (i) *For Class 5-HS, Class 5-SI, and Class 5-CL Claims*, to the extent that there remains any Cash from the closing of one or more Property Dispositions of substantially all of the assets of the Debtor against which the Class 5 Claim Holder has an Allowed Class 5 Claim after the payment in full of all Secured and otherwise higher-priority Claims, the Class 5 Claim Holder's Pro Rata share, along with Holders of Class 6, Class 7, and applicable Class 4 Claims, of any Contributed Cash or other Cash remaining with such Debtor, if any. In the event that Cash from a Subsequent Lender Sale is later paid to the applicable Debtor, the Holder of such Class 5 Claim shall also receive the Class 5 Claim Holder's Pro Rata share, along with Holders of Class 6, Class 7, and applicable Class 4 Claims, of such Cash on account of the unpaid portion of its Class 5 Claim, taking into account the payment of higher-priority Claims. Provided, however, there is no obligation under this Plan for the payment of any Cash from a Subsequent Lender Sale (if any) made by the Holder of the Class 3-HS Claim; and
- (ii) *For Class 5-HI and Class 5-HH Claims*, payment of such Class 5 Claim Holder's Pro Rata share, along with Holders of Class 6, Class 7, and applicable Class 4 Claims, of 80% of the applicable Debtor's excess cash flow determined and paid on a quarterly basis for the earlier of (a) the point at which such Claim is paid in full or (b) five years from the Effective Date of the applicable Debtor's Plan.
- (c) *Voting*: Class 5 is Impaired under the Plan. Holders of Allowed Claims in Class 5 are entitled to vote to accept or reject the Plan.

3.5.13 Classes 6-HS to 6-CL – Deficiency Claims

- (a) *Classification*: Each Class 6 contains any Deficiency Claims against that applicable Debtor(s). No treatment is provided for Class 6-HH, as such Class contains no Claims.
- (b) *Treatment*: Except to the extent that a Holder agrees to less favorable treatment, each Holder of a Class 6 Claim shall receive, on or as after that Reorganized Debtor's Effective Date, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Class 6 Claim, the following:
 - (i) *For Class 6-HS, Class 6-SI, and Class 6-CL Claims*, Following the closing of one or more Property Dispositions of substantially all of the assets of the Debtor against which the Class 6 Claim

Holder has an Allowed Class 6 Claim after the payment in full of all Secured and otherwise higher-priority Claims, the Class 6 Claim Holder's Pro Rata share, along with Holders of Class 5, Class 7, and applicable Class 4 Claims, of any Contributed Cash or other Cash remaining with such Debtor, if any. In the event that Cash from a Subsequent Lender Sale is later paid to the applicable Debtor, the Holder of such Class 6 Claim shall also receive the Class 6 Claim Holder's Pro Rata share, along with Holders of Class 5, Class 7, and applicable Class 4 Claims, of such Cash on account of the unpaid portion of its Class 6 Claim, taking into account the payment of higher-priority Claims. Provided, however, there is no obligation under this Plan for the payment of any Cash from a Subsequent Lender Sale (if any) made by the Holder of the Class 3-HS Claim; and

- (ii) *For Class 6-HI Claims*, payment of such Class 6 Claim Holder's Pro Rata share, along with Holders of Class 5, Class 7, and applicable Class 4 Claims, of 80% of the applicable Debtor's excess cash flow determined and paid on a quarterly basis for the earlier of (a) the point at which such Claim is paid in full or (b) five years from the Effective Date of the applicable Debtor's Plan.
- (c) *Voting*: Class 6 is Impaired under the Plan. Holders of Allowed Claims in Class 6 are entitled to vote to accept or reject the Plan.

3.5.14 Classes 7-HS to 7-CL – Guaranty Claims

- (a) *Classification*: Each Class 7 contains any Guaranty Claims against that applicable Debtor(s). While all Guaranty Claims have been classified in Class 7 for each Debtor, only Guaranty Claims that have not been and will not be satisfied through payment by the Primary Debtor Obligor will receive any form of payment under Class 7 treatment to avoid duplicate payment of the underlying financial obligation providing the basis for the Claim. Under no circumstance will a Guaranty Claim be Allowed to include amounts for post-Petition interest, attorneys' fees, and costs. No treatment is provided for Class 7-HS or Class 7-SI, as such Classes contain no Claims.
- (b) *Treatment*: Only to the extent that the obligation underlying the Guaranty Claim has not been satisfied through treatment provided under the applicable Primary Debtor Obligor's Plan or otherwise and the Effective Date with respect to the Plan of such Primary Debtor Obligor has occurred and except to the extent that a Holder agrees to less favorable treatment, each Holder of a Class 7 Claim shall receive,

on or after the applicable Reorganized Debtor's Effective Date, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Class 7 Claim, the following:

- (i) *For Class 7-CL Claims*, Following the closing of one or more Property Dispositions of substantially all of the assets of the Debtor against which the Class 7 Claim Holder has an Allowed Claim after the payment in full of all Secured and otherwise higher-priority Claims, the Class 7 Claim Holder's Pro Rata share, along with Holders of Class 5, Class 6, and applicable Class 4 Claims, of any Contributed Cash or other Cash remaining with such Debtor, if any. In the event that Cash from a Subsequent Lender Sale is later paid to the applicable Debtor, the Holder of such Class 7 Claim shall also receive the Class 7 Claim Holder's Pro Rata share, along with Holders of Class 5, Class 6, and applicable Class 4 Claims, of such Cash on account of the unpaid portion of its Class 7 Claim, taking into account the payment of higher-priority Claims; and
- (ii) *For Class 7-HI and Class 7-HH Claims*, payment of such Class 7 Claim Holder's Pro Rata share, along with Holders of Class 5, Class 6, and applicable Class 4 Claims, of 80% of the applicable Debtor's excess cash flow, determined and paid on a quarterly basis for the earlier of (a) the point at which such Claim is paid in full or (b) five years from the Effective Date of the applicable Debtor's Plan.

If, at the time of such Guarantor Reorganized Debtor's Effective Date, the Effective Date of the Primary Debtor Obligor's Plan has not occurred, any Pro Rata share to which the Holder of a Guaranty Claim may be entitled in accordance with the above treatment shall be held in reserve by the Guarantor Debtor until the time of such Primary Debtor Obligor's Effective Date. If such Holder's Claim is not satisfied through treatment under the Primary Debtor Obligor's Plan, the Guarantor Debtor shall pay any amounts reserved under this paragraph on or soon after such Primary Debtor Obligor's Effective Date and any further payments to be made by the Guarantor Debtor on account of such Guaranty Claim shall be made directly and not placed in reserve. However, if such Holder's Claim is satisfied through treatment under the Primary Debtor Obligor's Plan, any amounts reserved under this paragraph shall revert to the applicable Guarantor Debtor to be distributed or otherwise applied in accordance with the Plan.

- (c) *Voting:* Class 7 is Impaired under the Plan. Holders of Allowed Claims in Class 7 are entitled to vote to accept or reject the Plan.

3.5.15 Classes 8-HS to 8-CL – Equity Interests

- (a) *Classification:* Each Class 8 contains the Equity Interests in each applicable Debtor(s).
- (b) *Treatment:* On Confirmation Date, Equity Interests in the applicable Debtor shall be deemed canceled and replaced with Equity Interests in the applicable Reorganized Debtor in accordance with the following:
 - (i) *In the case of Hahn Investments, LLC*, such Reorganized Debtor shall be deemed to have issued authorized new membership interests to Dante and Melissa Hahn in the same proportions as were in place Prepetition. Dante and Melissa Hahn shall pay \$50,000 in Cash to Hahn Investments, LLC on or as soon as reasonably practicable after the Confirmation Date;
 - (ii) *In the case of all Debtors except Hahn Investments, LLC*, such Reorganized Debtor shall be deemed to have issued authorized new membership interests to Reorganized Hahn Investments, LLC so that Reorganized Hahn Investments, LLC will maintain 100% ownership of each of its Reorganized Debtor subsidiaries. On or as soon as reasonably practicable after the Confirmation Date, Hahn Investments, LLC shall pay one-fifth of the amount received from Dante and Melissa Hahn in accordance with part (i) above to each of the other Debtors, except with respect to the Sleep Inn Debtors, which will together receive one such one-fifth portion; and
 - (iii) With respect to each Reorganized Debtor, no distributions to Holders of Equity Interests shall be permitted until Holders of Claims in Classes 1 through 7 with respect to such Reorganized Debtor have been paid in full or otherwise paid pursuant to the terms of the Plan.
- (c) *Voting:* Class 8 is Impaired under the Plan. Holders of Allowed Claims in Class 8 are entitled to vote to accept or reject the Plan.

3.6 Elimination of Vacant Classes

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes

of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to § 1129(a)(8) of the Bankruptcy Code.

3.7 Voting Rights and Acceptance Requirements

Each Holder of an Allowed Claim as of the Voting Deadline in an Impaired Class of Claims or Interests that is not deemed to have rejected the Plan and that held such Claim or Interest as of the Voting Record Date shall be entitled to vote separately to accept or reject the Plan as provided in the Solicitation Procedures Order.

Unless objected to or otherwise determined ineligible to vote, for the purposes of voting, the Holder of an M&M Lien-related Claim shall have an Other Secured Claim, regardless of whether there is adequate value in the applicable property to secure its Claim. Unless objected to or otherwise determined ineligible to vote, any Subcontractor Holder of an M&M Lien shall be allowed to vote the amount of its M&M Lien-related Claim as an Other Secured Claim. For the purposes of voting, any General Contractor's M&M Lien-related Claim shall be reduced in amount by the amounts of any M&M Lien-related Claim held by a Subcontractor relating to such General Contractor's Claim that has been Allowed for the purposes of voting.

An Impaired Class of Claims shall have accepted the Plan if votes in favor of the Plan have been cast by at least two-thirds in amount and more than one-half in number of the Allowed Claims in such Class that voted on the Plan in accordance with the procedures set forth in the Solicitation Procedures Order. If a Class contains Claims eligible to vote and no Holder eligible to vote in such Class votes to accept or reject the Plan, such Holders and such Class shall be deemed to have accepted the Plan. The Debtors shall tabulate all votes on a non-consolidated basis by Class and per Debtor as such Classes are set forth in the Plan.

3.8 Confirmation Pursuant to §§ 1129(a) and 1129(b) of the Bankruptcy Code

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for the purposes of Confirmation by acceptance of the Plan, with respect to each Debtor or Debtors' Plan, by an Impaired Class of Claims; provided, however, that if no Holder of a Claim with respect to a specific voting Class for a Debtor timely submits a Ballot indicating acceptance or rejection of the Plan and one or more Holder of an Allowed Claim or a temporarily Allowed Claim exists in such Class, such Class (with respect to such Debtor) will be deemed to have accepted the Plan. The Debtors shall seek Confirmation of the Plan pursuant to § 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Equity Interests.

3.9 Intercompany Claims

All Intercompany Claims other than Intercompany Administrative Claims shall be eliminated for Plan purposes so that such Claims will not be classified, will not vote and will not receive any Distribution under the Plan.

Notwithstanding anything herein to the contrary, with respect to each Reorganized Debtor on its applicable Effective Date or as soon thereafter as is reasonably practicable, at the option of such Reorganized Debtor, all Intercompany Claims not otherwise provided for in the Plan will be: (a) preserved and reinstated, in full or in part; (b) cancelled and

discharged, in full or in part; (c) eliminated or waived based on accounting entries in the Debtors' or the Reorganized Debtors' books and records and other corporate activities by the Debtors or the Reorganized Debtors; (d) contributed to the capital of the obligor entity; or (e) otherwise compromised; provided, however, that in no event shall Intercompany Claims other than Intercompany Administrative Claims be Allowed or entitled to any Distribution under the Plan.

3.10 Special Provision Governing Unimpaired Claims

Except as otherwise provided herein, the Plan shall not affect the Debtors' or the Reorganized Debtors' rights with respect to any Unimpaired Claims, including legal and equitable defenses or setoff or recoupment rights with respect thereto.

3.11 Subordinated Claims

The allowance, classification, and treatment of all Allowed Claims and Equity Interests and the respective Distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Equity Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto. The Debtors are not currently aware of any asserted Subordinated Claims outside of those classified in the Classes described herein. However, the Debtors and Reorganized Debtors reserve the right to reclassify any Allowed Claim or Equity Interest in accordance with any contractual, legal, or equitable subordination rights relating thereto, unless otherwise provided in a settlement agreement concerning such Allowed Claim.

IV. Implementation of the Plan

4.1 Reorganized Debtors

Except as otherwise provided herein or in the Confirmation Order, each Debtor will, as a Reorganized Debtor, continue to exist after the Confirmation Date as a separate legal entity, with all of the powers of such a legal entity under applicable law and without prejudice to any right to alter or terminate such existence (whether by merger, dissolution, or otherwise) under applicable law. During the period from the Confirmation Date through and until its Effective Date, each Reorganized Debtor shall operate its business(es) unless and until such business(es) are conveyed in a Property Disposition in accordance with the Plan.

4.2 Vesting of Assets in the Reorganized Debtors

With respect to each Debtor, on the Confirmation Date, all property of each Debtor's Estate and any property acquired by such Debtor or Reorganized Debtor under the Plan, will vest in such Reorganized Debtor. With respect to each Debtor and in accordance with the provisions of Article 9 hereto, such property shall be deemed free and clear of all Claims, Liens, charges, other encumbrances, Equity Interests, and other interests, except for Liens and obligations expressly established or preserved under the Plan (including with respect to Plan-Approved Agreements, as applicable). Specifically, notwithstanding any other Plan provisions, the Lenders shall each retain any Liens such Lender held against a Debtor

Prepetition until that applicable Reorganized Debtor's Effective Date (or, with respect to documents relating to Hahn Investments, LLC property sold in accordance with Article 4.7, on the applicable HI Property Disposition Date), at which time any such Liens will be either reinstated, removed, or replaced in accordance with the treatment provided in the Plan.

Each Reorganized Debtor, on and after the Confirmation Date, may operate its business(es) and may use, acquire or dispose of property and compromise or settle any Claims or Causes of Action without supervision or approval of the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, subject only to those restrictions expressly imposed by the Plan or the Confirmation Order as well as the documents and instruments executed and delivered in connection therewith, including the documents, exhibits, instruments, and other materials comprising the Plan Supplement.

4.3 Cancellation of Notes, Instruments, and Other Documents

With respect to each Debtor, on the Confirmation Date, except to the extent otherwise provided in the Plan, all notes, instruments, and other documents evidencing Claims, shall be cancelled, and the obligations of the Debtors or the Reorganized Debtors thereunder or in any way related thereto shall be discharged and deemed satisfied in full in accordance with § 1141 of the Bankruptcy Code; *provided, however*, that notwithstanding Confirmation or the occurrence of the Effective Date, any credit document or agreement that governs the rights of the holder of a Claim or Equity Interest shall continue in effect solely for purposes of (a) allowing Holders of Allowed Claims to receive Distributions under the Plan; (b) allowing and preserving the rights of the Reorganized Debtors to make Distributions on account of Allowed Claims as provided in the Plan; and (c) permitting the Reorganized Debtors to enforce any obligation (if any) owed to the Reorganized Debtors under the Plan; *provided, further, however*, that (a) the preceding proviso shall not affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Confirmation Order, or the Plan, or result in any expense or liability to the Debtors or Reorganized Debtors, as applicable, except as expressly provided for in the Plan and (b) except as otherwise provided in the Plan, the terms and provisions of the Plan shall modify any existing contract or agreement that would in any way be inconsistent with Distributions under the Plan.

4.4 Plan-Approved Agreements

The Debtors anticipate the sale or surrender of certain Debtor properties and the finalizing of certain Lender Loan Agreements in accordance with this Plan. On or before each Reorganized Debtors' Effective Date, such Reorganized Debtor shall execute and file or otherwise make available to the Bankruptcy Court and any parties in interest any Plan-Approved Agreements and related documents to which such Reorganized Debtor is intended to be a party on its Effective Date. All such documents are incorporated herein by reference and shall become effective in accordance with their terms and the Plan.

Confirmation of the Plan shall be deemed (a) approval of the Plan-Approved Agreements and all transactions contemplated hereby and thereof and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, expenses, losses, damages,

indemnities and other amounts provided for by the post-confirmation financing agreements, and (b) authorization for the Reorganized Debtors to enter into and perform under the Plan-Approved Agreements. The Plan-Approved Agreements shall constitute legal, valid, binding and authorized obligations of the Reorganized Debtors, enforceable in accordance with their terms. Any financial accommodations to be extended pursuant to the Plan-Approved Agreements are being extended and shall be deemed to have been extended, in good faith, for legitimate business purposes, are reasonable, shall not be subject to avoidance, recharacterization or subordination (including equitable subordination) for any purposes whatsoever, and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law.

With respect to each Plan-Approved Agreement, on each Reorganized Debtor's Effective Date or, with respect to Hahn Investments, LLC, any applicable HI Property Disposition Date pursuant to Article 4.7, any Liens and security interests to be granted in accordance with such Plan-Approved Agreement, if any, (a) shall be deemed to be approved; (b) shall be legal, binding and enforceable Liens on, and security interests in, the collateral granted under respective Plan-Approved Agreements in accordance with the terms of the Plan-Approved Agreements; (c) shall be deemed perfected on that date, subject only to such Liens and security interests as may be permitted under such Plan-Approved Agreements, and the priorities of such Liens and security interests shall be as set forth in the respective Plan-Approved Agreements; and (d) shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors and any secured parties (and their designees and agents) under such Plan-Approved Agreements are hereby authorized to make all filings and recordings, and to obtain all governmental approvals and consents to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection of any Liens and security interests granted under the Plan-Approved Agreements shall occur automatically on the applicable Effective Date (or, with respect to documents relating to Hahn Investments, LLC property sold or refinanced in accordance with Article 4.7, on the applicable HI Property Disposition Date) by virtue of the entry of the Confirmation Order and funding on or after that date, and any such filings, recordings, approvals and consents shall not be necessary or required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties. To the extent that any Holder of a Secured Claim that has been satisfied or discharged pursuant to the Plan, or any agent for such Holder, has filed or recorded any Liens and/or security interests to secure such Holder's Secured Claim, then as soon as practicable on or after the applicable Reorganized Debtor's Effective Date or the applicable HI Property Disposition Date, such Holder (or the agent for such Holder) shall take any and all steps requested by the Reorganized Debtors or any administrative agent under the Plan-Approved

Agreements that are necessary to cancel and/or extinguish such Liens and/or security interests (it being understood that such Liens and security interests held by Holders of Secured Claims that are satisfied on that Effective Date or HI Property Disposition Date, as applicable, pursuant to the Plan shall be automatically canceled/or extinguished automatically on such date by virtue of the entry of the Confirmation Order).

4.5 Provisions Specific to Copeland's of Longview, LLC

In addition to the Property Dispositions more specifically discussed in the various Class-treatment descriptions provided in Article 3, the Debtors anticipate that a Property Disposition will take place as to Copeland's of Longview, LLC's interest and property constituting the Copeland's of New Orleans restaurant franchise business (separately from the real and personal property used by Copeland's of Longview, LLC but owned by Hahn Investments, LLC) that it operates in Longview, TX. Specifically, First National Bank of Hughes Springs has communicated an interest in acquiring such business interests. In the event that First National Bank of Hughes Springs acquires a secured interest in such Copeland's of Longview, LLC property, along with any related guaranties of such secured interest, the Debtors will not to oppose any motion of First National Bank of Hughes Springs to lift the automatic stay to allow First National Bank of Hughes Springs to foreclose on such property and will not oppose First National Bank of Hughes Springs's foreclosure of its liens, if any, on such property. Further, in such a case, Copeland's of Longview, LLC will transfer such property to First National Bank of Hughes Springs in lieu of foreclosure if requested to do so by First National Bank of Hughes Springs. To the extent that First National Bank of Hughes Springs does not acquire a such secured interest in Copeland's of Longview, LLC property but negotiates a sale of such property with the Debtors, such sale shall be effected through a bill of sale or similar documentation, which shall constitute a Property Disposition Agreement for the purposes of the Plan.

4.6 Provisions Specific to Hahn Hotels of Sulphur Springs, LLC

On and after the Confirmation Date, the Debtors or Reorganized Debtors shall be released from any and all obligations under the Bankruptcy Court's *Order Granting in Part and Denying in Part Pilgrim Bank's Motion for Adequate Protection* [Docket No. 208]. Unless otherwise ordered by the Bankruptcy Court by separate order, on the Confirmation Date, Hahn Hotels of Sulphur Springs, LLC shall be authorized to use the pre-Confirmation Date cash reserve that Hahn Hotels of Sulphur Springs, LLC set aside under that order for the purpose of paying (a) first, its post-Petition 2017 property tax obligations, and (b) second, any amounts payable to other post-Petition creditors and any pre-Effective Date or Effective Date-related creditor-payment obligations under the Plan.

4.7 Provisions Specific to Hahn Investments, LLC

With respect to Hahn Investments, LLC, if a property is sold under a Property Disposition Agreement at a time when Hahn Investments, LLC's Effective Date is anticipated to take place more than 30 days following the closing of such sale, any such sale shall be deemed an approved sale under § 363 of the Bankruptcy Code. In such case, payment of a Lender and any other Secured Claims relating to such property in accordance with the Plan

shall take place on the applicable HI Property Disposition Date or as soon as reasonably practicable thereafter.

4.8 Section 1146 Exemption from Certain Transfer Taxes and Recording Fees

To the fullest extent permitted by law, pursuant to § 1146(a) of the Bankruptcy Code, any transfers from the Debtors to the Reorganized Debtors or to any other Person, pursuant to, in contemplation of, or in connection with the Plan (including any transfer pursuant to: (a) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtors or the Reorganized Debtors; (b) the creation, modification, consolidation, assumption, termination, refinancing and/or recording of any mortgage, deed of trust or other security interest, or the securing of additional indebtedness by such or other means; (c) the making, assignment or recording of any lease or sublease; (d) the grant of collateral as security for any Plan-Approved Agreement; or (e) the making, delivery or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan) shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, sales and use tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and the appropriate state or local government officials or agents shall, and shall be directed to, forgo the collection of any such tax, recordation fee or government assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or government assessment. The Bankruptcy Court shall retain specific jurisdiction with respect to these matters.

4.9 Preservation of Causes of Action

Except as otherwise expressly provided in the Plan or Confirmation Order, each and every Cause of Action, right of setoff and other legal and equitable defenses of any Debtor or any Estate are preserved for the benefit of the Reorganized Debtors and, along with the exclusive right to enforce such Cause of Action and rights, shall vest exclusively in that Reorganized Debtor as of the Confirmation Date; provided that nothing in this Article 4.9 shall limit the ability under the Bankruptcy Code of any party-in-interest to object to any Claim before the applicable Claim Objection Bar Date unless otherwise ordered by the Bankruptcy Court. Unless a Cause of Action is expressly waived, relinquished, released, or compromised in the Plan or an order of the Bankruptcy Court, the Reorganized Debtors expressly reserve such Cause of Action for later adjudication and, accordingly, no doctrine of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), laches, or other preclusion doctrine shall apply to such Cause of Action as a consequence of the Confirmation, the Plan, the vesting of such Cause of Action in Reorganized Debtors, any order of the Bankruptcy Court or these Chapter 11 Cases. No Person may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any Cause of Action against them as an indication that the Debtors or the Reorganized

Debtors, as applicable, will not pursue such Cause of Action against them. The Debtors or Reorganized Debtors, as applicable, instead expressly reserve all rights to prosecute any and all Causes of Action against any Person, in accordance with the Plan. Without limiting any the foregoing, the Reorganized Debtors shall retain the Retained Causes of Action described in the Plan Supplement.

4.10 Effectuating Documents and Further Transactions

The Reorganized Debtors may take all actions to execute, deliver, file, or record such contracts, instruments, releases, and other agreements or documents, and take such actions as may be necessary or appropriate to effectuate and implement the provisions of the Plan, without the need for any approvals, authorizations, actions, or consents except for those expressly required pursuant hereto. Mr. Hahn, as President and Manager of each Debtor and Reorganized Debtor, shall be authorized to certify or attest to any of the foregoing actions.

With respect to each Debtor or Reorganized Debtor, as applicable, before, on, or after the Confirmation Date, all matters provided for pursuant to the Plan that would otherwise require approval of the members or managers of the Debtors or Reorganized Debtors shall be deemed to have been so approved and shall be in effect before, on, or after the Confirmation Date, pursuant to applicable law, and without any requirement of further action by the members or managers of the Debtors or Reorganized Debtors, or the need for any approvals, authorizations, actions, or consents.

4.11 Debtor Management and Employment-Related Agreements

Dante Hahn shall continue to serve as President and Manager of each of the Reorganized Debtors on and after the Confirmation Date. As President and Manager, Mr. Hahn shall have the power to enter into or execute any documents or agreements that he deems reasonable and appropriate to effectuate the terms of the Plan. Mr. Hahn shall be compensated through a base salary apportioned to each Reorganized Debtor in accordance with his role as President and Manager of each such Reorganized Debtor.

Except as otherwise provided herein, as of the Confirmation Date, each Reorganized Debtor shall have authority to: (i) maintain, reinstate, amend, or revise existing employment and related agreements with its employees, subject to the terms and conditions of any such agreement and applicable non-bankruptcy law; and (ii) enter into new employment and related agreements for employees. From and after the Confirmation Date, each Reorganized Debtor shall continue to administer its workers' compensation programs, where applicable, in accordance with its prepetition practices and procedures for as long as such Reorganized Debtor continues to operate the applicable business.

V. Treatment of Executory Contracts

5.1 Rejection of Executory Contracts

Except as otherwise provided herein, all Executory Contracts of each Debtor will be rejected by the Plan on the applicable Rejection Date pursuant to §§ 365 and 1123 of the Bankruptcy Code, other than (a) Executory Contracts previously assumed or rejected

pursuant to an order of the Bankruptcy Court, (b) Executory Contracts that are the subject of a motion to assume that is pending on the Rejection Date, and (c) the Specified Contracts that the Debtors elect to assume pursuant to the Plan, which may be amended at any time pursuant to Article 5.3 below. Entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the rejection of such Executory Contracts pursuant to §§ 365 and 1123 of the Bankruptcy Code.

The Rejection Date with respect to Executory Contracts to which a Debtor is a party shall be as follows:

- (a) With respect to Debtors Sleep Inn Property, SI of Longview, LLC, or Copeland's of Longview, LLC, the date of foreclosure of the applicable FNB Foreclosure Property or the date of transfer of such property by deed in lieu of foreclosure, currently contemplated to be on or before February 6, 2018;
- (b) With respect to Debtors Hahn Investments, LLC and Hahn Hotels, LLC, (i) the Confirmation Date for all Executory Contracts not designated as assumed in the Plan Supplement on or prior to the Confirmation Date, and (ii) upon service of a written notice of rejection with regard to any Executory Contract rejected as a result of a disputed assumption, assignment, or cure amount as set forth in Article 5.5 herein; and
- (c) With respect to Debtor Hahn Hotels of Sulphur Springs, LLC, upon service of a written notice of rejection pursuant to Article 5.6 below.

5.2 Claims Against a Debtor Upon Rejection

No Executory Contract rejected by a Debtor on or before the applicable Effective Date shall create any obligation or liability of the Debtors or the Reorganized Debtors that is not a Claim. Any Claim arising from or relating to the rejection of an Executory Contract must be filed with the Bankruptcy Court (a) within 15 days of the applicable Rejection Date with respect to HHSS Contracts, and (b) within 30 days of the applicable Rejection Date for Executory Contracts with respect to each remaining Debtor. Any Claim arising from or relating to the rejection of an Executory Contract that is not filed with the Bankruptcy Court within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors, the Reorganized Debtors, or any of their property. The applicable Reorganized Debtor shall have 30 days from the filing of any Proof of Claim filed in accordance with this paragraph in which to object to such Claim. Any Allowed Claim arising from the rejection of an Executory Contract shall be classified as an Unsecured Claim and shall be treated as such in accordance with Article 3.

5.3 Cure and Assumption of Specified Contracts

Any counterparty to a Specified Contract that fails to object timely to the proposed assumption of such Specified Contract or the related cure amount provided in the Plan Supplement will be deemed to have consented to the assumption and cure on the terms provided in the Plan Supplement or applicable notice. Entry of the Confirmation Order by the Bankruptcy Court shall constitute (a) approval of assumption (or with respect to the

HHSS Contracts, the option of assumption) and (b) with respect to Executory Contracts to be assumed as of the Confirmation Date that are not the subject of a timely filed objection to assumption and/or the proposed cure amount, approval of the amount required to cure a default (if any) under such Specified Contract and/or a determination of the cure amount, as applicable, pursuant to §§ 365 and 1123 of the Bankruptcy Code. Except to the extent that such contract counterparty agrees to less favorable terms and except with respect to HHSS Contracts, for which payment of any applicable cure amount shall be in accordance with Article 5.6, and certain Franchise Agreements discussed below in this Article 5.3, any payment required to cure a default under a Specified Contract shall be paid in Cash on or as soon as reasonably practicable after the applicable Effective Date.

Except to the extent that the counterparty to a Franchise Agreement agrees to a less favorable terms of payment, the cure amount for a Franchise Agreement assumed under circumstances other than in connection with a Property Disposition shall be paid in a total of 12 monthly installments commencing on or soon after the applicable Effective Date.

5.4 Effect of Assumption

Assumption of any Executory Contract, pursuant to the Plan or otherwise, shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, and the deemed waiver of any termination right or remedial provision arising under any such Executory Contract at any time before the date of its assumption, or as a result of such assumption, the transactions contemplated by the Plan or any changes in control or ownership of any Debtors during the Chapter 11 Cases or as a result of the implementation of the Plan.

Notwithstanding the foregoing, with respect to Executory Contracts with customers of the Debtors that are assumed pursuant to the Plan, the Reorganized Debtors shall remain obligated to honor any obligations set forth in such contracts to provide rebates or discounts or honor gift cards or similar certificates, to the extent such obligations accrued but are not yet due under the terms of such contracts, in the ordinary course of business. Any Proofs of Claim filed with respect to an Executory Contract that has been assumed shall be deemed disallowed and expunged without further notice to, or action, order or approval of, the Bankruptcy Court, except where the applicable Debtor or Reorganized Debtor and the counterparty to an Executory Contract have separately agreed to a waiver or reduction of obligations that would otherwise constitute cure obligations, subject to the counterparties' explicit retention of their rights to assert any such amounts as Unsecured Claims.

Except with regard to HHSS Contracts, on the Confirmation Date, each Executory Contract assumed pursuant to this Article 5 or any order of the Bankruptcy Court shall vest in, and be fully enforceable by, the applicable Reorganized Debtor in accordance with its terms, except as such terms are modified by the provisions of the Plan or any order of the Bankruptcy Court.

5.5 Assumption or Rejection of Disputed Contracts

Except as otherwise provided by order of the Bankruptcy Court, if the counterparty to an Executory Contract timely objects to any of the terms or conditions for the assumption,

assignment, or cure of a Specified Contract and there remains a dispute as of the Confirmation Date regarding any such terms or conditions, the Reorganized Debtors shall have 30 days from the Confirmation Date to file a motion with the Court seeking resolution of such dispute. Specifically with respect to HHSS Contracts, except as otherwise provided by order of the Bankruptcy Court, the Reorganized Debtors shall have 15 days from the service of an objection to the terms or conditions for the assumption, assignment, or cure of an HHSS Contract to file a motion with the Court seeking resolution of such dispute. In either such circumstance, unless otherwise ordered by the Bankruptcy Court, the Reorganized Debtors shall have 15 days from the entry of a Final Order resolving such dispute to determine whether to (a) proceed with assumption (or assumption and assignment, as applicable) of the Executory Contract in a manner consistent with such Final Order or (b) reject the Executory Contract. If the Reorganized Debtors elect to reject the applicable Executory Contract, the Reorganized Debtors shall send written notice of rejection to the applicable counterparty within such 15-day period. Rejection of such Executory Contract shall be deemed effective as of the date such written notice is sent.

5.6 Assumption or Rejection of HHSS Contracts

For Hahn Hotels of Sulphur Springs, LLC, providing written notice of the decision to assume or reject each HHSS Contract is a condition to such Reorganized Debtor's Effective Date, as described in Article 8.1. Accordingly, before its Effective Date, Hahn Hotels of Sulphur Springs, LLC shall provide each HHSS Contract counterparty with written notice of its intent to assume or reject the applicable HHSS Contract in accordance with any terms and conditions provided in the Plan and Plan Supplement and/or any Final Order resolving any dispute of such terms and conditions. Such assumption or rejection shall be filed with the Bankruptcy Court and shall be effective on the day such written notice is filed, which must be after the Confirmation Date. Any notice of intent to assume an HHSS Contract shall include the Debtor's proposed cure amount and a description of the Debtor's intent and related terms for the assignment of such contract. Any dispute as to the cure amount or terms of assignment provided in an assumption notice with respect to an HHSS Contract shall be governed by Article 5.5 above, and any objection by an HHSS Contract counterparty to such terms must be filed and served on Hahn Hotels of Sulphur Springs, LLC no later than 15 days following service of the assumption notice. Such objection must include the counterparty's proposed cure amount to the extent that the noticed cure amount is objected to and the counterparty's proposed rejection damages in the event that such contract is ultimately rejected as a result of the dispute.

At the time a HHSS Contract is assumed pursuant to this Article 5.6 or any order of the Bankruptcy Court, such contract shall vest in, and be fully enforceable by, Hahn Hotels of Sulphur Springs, LLC in accordance with its terms, except as such terms are modified by the provisions of the Plan or any order of the Bankruptcy Court. Unless otherwise ordered by the Bankruptcy Court, any cure amount due for assumption of an HHSS Contract shall be paid in full on or as soon as reasonably practicable after the applicable Effective Date.

If a Debtor provides notice of rejection of an HHSS Contract, the applicable HHSS Contract counterparty may file a Proof of Claim in accordance with the terms and

requirements provided in Article 5.2. With respect to each HHSS Contract, until a Debtor assumes or rejects that agreement pursuant to the provisions of this Article 5.6, such Debtor shall maintain compliance with the material terms of that agreement, except for any obligation to fund capital expenditures or complete a property-improvement plan.

5.7 Modification, Amendments, Supplements, Restatements or Other Agreements

Unless otherwise provided in the Plan, each Executory Contract that is assumed or rejected shall include all modifications, amendments, supplements, restatements or other agreements that in any manner affect such Executory Contract, and all Executory Contracts related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal and any other interests, unless any of the foregoing agreements have been previously rejected or repudiated or are rejected or repudiated under the Plan.

Modifications, amendments, supplements, and restatements to Prepetition Executory Contracts that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the Prepetition nature of such Executory Contract or the validity, priority, or amount of any Claims that may arise in connection therewith.

5.8 Reservation of Rights

Neither the exclusion nor inclusion of any Executory Contract as a Specified Contract, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract, or that any Reorganized Debtor has any liability thereunder.

5.9 Contracts and Leases Entered into After the Petition Date

Except with respect to contracts relating to the FNB Foreclosure Properties or to the City Center, which shall be terminated or assigned in conjunction with such applicable Property Dispositions, each Reorganized Debtor will perform its obligations under each contract and lease entered into by such Debtor or Reorganized Debtor after the Petition Date, including any Executory Contract assumed by such Reorganized Debtor, in each case, in accordance with and subject to the then-applicable terms. Accordingly, such contracts and leases (including any assumed Executory Contracts) will survive and remain unaffected by entry of the Confirmation Order and all of the Debtors' or Reorganized Debtors' rights, claims, defenses, and privileges under such contracts and leases are expressly reserved.

VI. Provisions Governing Distributions

6.1 Initial Distributions

Each Debtor shall make Distributions on its Initial Distribution Date, under and subject to the terms of the Plan on account of each Claim that is Allowed on or before its Effective Date.

6.2 Subsequent Distributions

6.2.1 Subsequent Distribution Dates.

Each Reorganized Debtor, as applicable, shall have the discretion to identify periodic dates after the Initial Distribution Date to be Subsequent Distribution Dates for purposes of making additional Distributions under the Plan in accordance with the Class treatment described in Article 3, should such additional distribution dates become warranted or beneficial to such Reorganized Debtor. Each Subsequent Distribution Date shall be a Business Day.

6.2.2 Distributions on Disputed Claims

The applicable Reorganized Debtor shall make Distributions with respect to a Claim that becomes an Allowed Claim after its Effective Date on the first Subsequent Distribution Date after such Claim is Allowed. Unless the applicable Reorganized Debtor otherwise agrees, no partial Distributions shall be made with respect to a Disputed Claim until all disputes in connection with such Disputed Claim have been resolved by Final Order of the Bankruptcy Court. Any amounts reserved on or after the applicable Reorganized Debtor's Effective Date on account of a Disputed Claim that remained Disputed as of that Effective Date (see definition of Pro Rata in Article 1.2.85) shall be returned to the applicable Reorganized Debtor once such Disputed Claim is disallowed by Final Order of the Bankruptcy Court to be distributed to Allowed Claims in accordance with that Debtor's Plan.

6.3 Record Date and Delivery of Distributions

6.3.1 Record Date for Claim Holders

With respect to each Debtor, on the Administrative Claims Bar Date, such Debtor's Claims Register shall be deemed closed and the applicable Debtor shall be authorized and entitled to recognize only those Holders of Claims listed on the Claims Register as of the close of business on that Debtor's Administrative Claims Bar Date, except for any Claim relating to the post-Confirmation rejection of an Executory Contract filed after the Administrative Claims Bar Date in accordance with Article 5, for which the Holder will be recognized at the time such Claim is Allowed. If a Claim is transferred before Distribution on such Claim, the applicable Reorganized Debtor shall make Distributions to the transferee only to the extent practical, and only if the Debtors or the Reorganized Debtors receive written notice of the transfer in advance of the applicable Effective Date, including sufficient information about the transferee to facilitate Distribution to the new Holder of the Claim, and if the relevant transfer form contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor.

6.3.2 Delivery of Distributions in General

Except as otherwise provided herein, each applicable Reorganized Debtor shall make all Distributions required under the Plan with respect to such Reorganized Debtor to Holders of Allowed Claims. Except as otherwise provided herein, and notwithstanding any authority to the contrary, Distributions to Holders of Allowed Claims shall be made to Holders of record as of the Administrative Claims Bar Date by the applicable Reorganized

Debtor as appropriate: (a) to the signatory set forth on any of the Proofs of Claim filed by such Holder or other representative identified therein (or at the last known addresses of such Holder if no Proof of Claim is filed or if the Debtors or the Reorganized Debtors have been notified in writing of a change of address); (b) at the addresses set forth in any written notices of change of address delivered to the Debtors or the Reorganized Debtors; (c) to the transferee of a transferred Claim at the information provided in a written notice of Claim transfer; or (d) at the addresses reflected in the Schedules if no Proof of Claim has been filed and the Debtors or the Reorganized Debtors have not received a written notice of a change of address or otherwise been made aware of a forwarding or otherwise updated address. The Debtors and the Reorganized Debtors shall not incur any liability whatsoever on account of the delivery of any Distributions under the Plan, including with respect to any Distributions that are unclaimed or returned.

6.4 De Minimis Distributions

Notwithstanding anything herein to the contrary, the Reorganized Debtors shall not be required to make Distributions or payments of less than \$25.00.

6.5 Undeliverable Distributions

No further attempt (or initial attempt for no-address Undeliverable Distributions) to distribute an Undeliverable Distribution shall be made unless and until the Reorganized Debtors are notified in writing of the then-current address of such Holder, at which time such Distribution shall be made to such Holder on the next Distribution Date following actual receipt of such notification.

Undeliverable Distributions shall remain in the possession of the Reorganized Debtors until such Distribution becomes deliverable or such Distribution reverts to the Reorganized Debtors for further Distribution to the Holders of Allowed Unsecured Claims or is cancelled pursuant to Article 6.6 herein. Such Distribution shall not be supplemented with any interest, dividends, or other accruals of any kind.

6.6 Reversion

Any Distribution under the Plan that is an Unclaimed Distribution or an Undeliverable Distribution for a period of six months thereafter shall be deemed unclaimed property under § 347(b) of the Bankruptcy Code, and such Unclaimed Distribution or Undeliverable Distribution shall revert in the Reorganized Debtors. Upon such reversion, the Claim of any Holder or its successors and assigns with respect to such property shall be cancelled, discharged, and forever barred notwithstanding any applicable federal or state escheat, abandoned or unclaimed property laws to the contrary.

Nothing contained herein shall require the Reorganized Debtors to attempt to locate any Holder of an Allowed Claim whose Distribution is declared an Unclaimed Distribution or Undeliverable Distribution.

6.7 Compliance with Tax Requirements and Allocations to Principal and Interest

In connection with the Plan, to the extent applicable, the Reorganized Debtors shall comply with all tax withholding and reporting requirements imposed on them by any tax

law, and all Distributions pursuant hereto shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, liquidating a portion of the Distributions to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding Distributions pending receipt of information necessary to facilitate such Distributions, or establishing any other mechanisms they believe are reasonable and appropriate. For purposes of the Plan, any withheld amount (or property) shall be treated as if paid to the applicable claimant. The Reorganized Debtors reserve the right to allocate all Distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support and other spousal awards, Liens, and encumbrances.

Distributions in full or partial satisfaction of Allowed Claims shall be allocated first to trust fund-type taxes, if any, then to other taxes, and then to the remaining principal amount of Allowed Claims, with any excess allocated to unpaid interest that has accrued on such Claims.

6.8 Setoffs

Except as otherwise provided herein, a Final Order of the Bankruptcy Court, or as agreed to by the Holder and the Debtors or Reorganized Debtors, as applicable, each Reorganized Debtor pursuant to the Bankruptcy Code (including § 553 thereof), applicable non-bankruptcy law, or such terms as may be agreed to by the Holder and the Debtors or the Reorganized Debtors, as applicable, may, without any further notice to, or action, order or approval of the Bankruptcy Court, set off against any Allowed Claim and the Distributions to be made on account of such Allowed Claim (before any Distribution is made on account of such Allowed Claim), any claims, rights, and Causes of Action of any nature that such Debtor or Reorganized Debtor, as applicable, may hold against the Holder of such Allowed Claim, to the extent such claims, rights, or Causes of Action against such Holder have not been otherwise compromised or settled on or before the applicable Effective Date (whether pursuant to the Plan or otherwise); provided that neither the failure to effect such a setoff nor the allowance of any Claim pursuant to the Plan shall constitute a waiver or release by such Debtor or Reorganized Debtor of any such Claims, rights, and Causes of Action that such Debtor or Reorganized Debtor may possess against such Holder. In no event shall any Holder of a Claim be entitled to set off any Claim against any Claim, right, or Cause of Action of a Debtor or a Reorganized Debtor, as applicable, unless such Holder has filed a Proof of Claim in the Chapter 11 Cases by the applicable Claims Bar Date preserving such setoff and a Final Order of the Bankruptcy Court has been entered, authorizing and approving such setoff.

6.9 No Post-Petition Interest on Claims

Unless otherwise specifically provided for in the Plan or the Confirmation Order, post-Petition interest shall not accrue or be paid on any Claim, and no Holder of a Claim against the Debtors shall be entitled to interest accruing on or after the Petition Date on any Claim. Interest shall not accrue or be paid on any Disputed Claim with respect to the period from the applicable Effective Date to the date an initial or final Distribution is made on

account of such Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim.

6.10 No Payment Over the Full Amount

In no event shall a Holder of a Claim receive more than the full payment of such Claim in Cash. To the extent any Holder has received payment in full in Cash with respect to a Claim, such excess Claim shall be disallowed and expunged without an objection to such Claim having been filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

6.11 Claims Paid or Payable by Third Parties

6.11.1 Claims Paid by Third Parties.

If the Debtors become aware of the payment by a third party which causes the Holder of an Allowed Claim to receive more than payment in full in Cash, the Debtors or the Reorganized Debtors, as applicable, shall send a notice of wrongful payment to the applicable Holder requesting return of any excess payments and advising the recipient of the provisions of the Plan requiring turnover of excess funds. The failure of such Holder to timely repay or return such Distribution shall result in the Holder owing the applicable Reorganized Debtor annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the two-week grace period until the amount is repaid.

6.11.2 Claims Payable by Third Parties.

To the extent that one or more of the Debtors' insurers agrees to satisfy in full a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, such Claim shall be disallowed and expunged without an objection to such Claim having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

VII. Procedures for Resolving Contingent, Unliquidated, and Disputed Claims

7.1 Objections to Claims

Any objections to Claims shall be filed on or before the applicable Claims Objection Bar Date.

7.2 Estimation of Claims

With respect to each Debtor and Reorganized Debtor, before or after the applicable Effective Date, the Debtors or the Reorganized Debtors, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate any Disputed Claim that is contingent or unliquidated pursuant to § 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to any Claim or during the appeal relating to such objection. Notwithstanding any provision

otherwise in the Plan, a Claim that has been expunged from the Claims Register, but that either is subject to appeal or has not yet been the subject of a Final Order, shall be deemed to be estimated at zero dollars unless otherwise ordered by the Bankruptcy Court. If the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under the Plan (including, but not limited to, for purposes of Distributions).

Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court or under the Plan.

Notwithstanding § 502(j) of the Bankruptcy Code, in no event shall any Holder of a Claim that has been estimated pursuant to § 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation of such Claim unless the Holder of such Claim has filed a motion with the Bankruptcy Court requesting the right to seek such reconsideration on or before 20 calendar days after the date such Claim is estimated by the Bankruptcy Court.

7.3 Expungement and Disallowance of Claims

7.3.1 M&M Lien-Related Claims

Under no circumstance will a General Contractor and a Subcontractor both be paid on account of a Claim based on the same underlying obligation. To address the possibility of duplicate M&M Lien-related obligations, the following shall apply with respect to any Subcontractor's Allowed M&M Lien-related Claim:

- (a) With respect to the secured portion of any Subcontractor's Allowed M&M Lien-related Claim, such Subcontractor shall recover, in accordance with Article 3.5.11 Class 4 treatment, their Pro Rata portion of any funds returned to Hahn Investments, LLC or the Sleep Inn Debtors, as applicable, after disposition of the property against which such holder holds its M&M Lien (City Center or FNB Foreclosure Properties, as applicable) and satisfaction of the applicable Lender Secured Claims relating to such properties. For the purpose of determining any M&M Lien holder's Pro Rata share of such returned funds, to the extent that any Allowed Subcontractor's M&M Lien-related Claim is duplicate to an General Contractor's Allowed M&M Lien-related Claim, such General Contractor's Allowed M&M Lien-related Claim shall be reduced in amount by the corresponding Subcontractor Allowed M&M Lien Claim to avoid a double recovery. In such case, the duplicate portion of the applicable General Contractor's Claim shall be deemed discharged as of the Confirmation Date, unless otherwise provided in an order of the Bankruptcy Court.
- (b) With respect to the unsecured portion of any Subcontractor's Allowed M&M Lien-related Claim, any such Claim shall be deemed disallowed, and such Subcontractors shall be forever barred, estopped, and enjoined from asserting such Claim against the Debtors and the Reorganized Debtors, as any Subcontractor M&M Lien-related Claim is not against a Debtor directly but

against the applicable General Contractor and the underlying property to the extent such Subcontractor has and maintains a valid lien against such property. Therefore, any satisfaction of an unsecured Claim asserted by a Subcontractor shall only be provided through payment by the applicable General Contractor responsible for paying such Subcontractor, unless otherwise provided in an order of the Bankruptcy Court.

Notwithstanding anything contrary herein, the provisions in the Plan, including any Lien release and discharge provisions, shall not prejudice the rights of a holder of an M&M Lien under state mechanic's lien law with respect to the City Center or the FNB Foreclosure Properties, including rights regarding any non-fixtures and removables at such properties.

7.3.2 Paid, Satisfied, Amended, Duplicate, or Superseded Claims.

Any Claim that has been paid, satisfied, amended, duplicated, or superseded, may be adjusted or expunged on the Claims Register by the Reorganized Debtors on or after 14 calendar days after the date on which notice of such adjustment or expungement has been filed with the Bankruptcy Court, without an objection to such Claim having to be filed, and without any further action, order or approval of the Bankruptcy Court.

7.3.3 Claims by Persons From Which Property Is Recoverable.

Unless otherwise agreed to by the Reorganized Debtors or ordered by the Bankruptcy Court, any Claims held by any Person or Entity from which property is recoverable under §§ 542, 543, 550 or 553 of the Bankruptcy Code, or that is a transferee of a transfer avoidable under §§ 522(f), 522(h), 544, 545, 547, 548, 549 or 724(a) of the Bankruptcy Code, shall be deemed disallowed pursuant to § 502(d) of the Bankruptcy Code, and any Holder of such Claim may not receive any Distributions on account of such Claim until such time as such Cause of Action against that Person or Entity has been resolved.

7.3.4 Untimely Claims.

Any Claim that was required to be filed by the applicable Claims Bar Date, but was not timely filed, shall not be Allowed, shall be deemed disallowed, and such claimant shall be forever barred, estopped, and enjoined from asserting such Claim against the Debtors, the Reorganized Debtors, or their respective property, and such Claim shall be deemed discharged as of the applicable Reorganized Debtor's Effective Date, unless otherwise ordered by a Final Order of the Bankruptcy Court.

7.4 Amendments to Proofs of Claim

On or after the applicable Claims Bar Date, a Proof of Claim may not be amended, other than to (a) update or correct the name or address of the Holder of such Claim or (b) reflect post-Petition credits or otherwise reduce the amount of the Claim, without the prior authorization of the Bankruptcy Court or the Reorganized Debtors, as applicable. Any amended Proof of Claim for which prior authorization is required in accordance with this Article 7.4 but which is filed without such prior authorization shall be deemed disallowed in full and expunged without any further notice to or action, order or approval of the Bankruptcy Court.

7.5 No Distributions Pending Allowance

If an objection to a Claim or a portion thereof is filed as set forth in this Article 7 or the Claim otherwise remains a Disputed Claim, except as otherwise provided in a Final Order of the Bankruptcy Court, no payment or Distribution provided under the Plan shall be made on account of such Claim or portion thereof, as applicable, unless and until such Disputed Claim becomes an Allowed Claim.

7.6 Distributions After Allowance

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, Distributions (if any) shall be made to the Holder of such Allowed Claim in accordance with the applicable provisions of the Plan.

7.7 Administration Responsibilities

Except as otherwise specifically provided in the Plan, after the Confirmation Date, each Reorganized Debtor shall have the sole authority, with respect to Claims against such Reorganized Debtor, to (a) file, withdraw, or litigate to judgment objections to Claims, (b) settle or compromise any Disputed Claim without any further notice to or action, order, or approval of the Bankruptcy Court, and (c) administer and adjust, or cause to be administered and adjusted, the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval of the Bankruptcy Court; provided that nothing in this Article 7.7 shall limit the ability under the Bankruptcy Code of any party-in-interest to object to any Claim before the Claim Objection Bar Date unless otherwise ordered by the Bankruptcy Court.

VIII. Conditions Precedent to Effectiveness of the Plan

8.1 Conditions Precedent to the Effective Date

It shall be a condition to the occurrence of each Reorganized Debtors' respective Effective Date that the following conditions shall have been satisfied or waived with respect to such Debtor pursuant to the provisions of Article 8.2 hereof.

8.1.1 Confirmation Order

The Confirmation Order shall have been entered.

8.1.2 No Stay of Confirmation

There shall not be in force any order, decree, or ruling of any court or governmental body having jurisdiction, restraining, enjoining, or staying the consummation of, or rendering illegal the transactions contemplated by, this Plan.

8.1.3 Treatment of Lender Secured Claims

One of the following actions shall have taken place with respect to every Allowed Lender Secured Claim (specifically excluding any Claims relating to a deficiency or guaranty) against such Debtor, except for, with respect to Hahn Investments, LLC, Class 3I-HI Lender Secured Claims – Single Family Residences

- (a) *Property Disposition.* Closing (or other applicable transfer completion) shall have occurred on a Property Disposition of the applicable property securing such Allowed Lender Secured Claim in accordance with the terms provided in Article 3. Any related Property Disposition Agreements shall have been duly executed and delivered by the Debtor or Reorganized Debtor parties thereto, and all conditions precedent to the closing (or other applicable transfer completion) of the Property Disposition shall have been waived or satisfied in accordance with the terms thereof;
- (b) *Lender Loan Agreement.* The applicable Debtor shall have entered into a Lender Loan Agreement for repayment of the Allowed Lender Secured Claim in accordance with the terms provided in the Plan. Any documents effectuating the Lender Loan Agreement shall have been duly executed and delivered by the Debtor or Reorganized Debtor parties thereto, and all conditions precedent to the consummation of the Property Disposition shall have been waived or satisfied in accordance with the terms thereof; or
- (c) *Other Claim Satisfaction.* The Allowed Lender Secured Claim shall have been otherwise satisfied in accordance with the Plan.

8.1.4 Executory Contract Claims

With respect to the Sleep Inn Debtors and Copeland's of Longview, LLC, 30 days shall have passed following the Rejection Date of such Debtors' respective Executory Contracts pursuant to Article 5.1 above. With respect to Hahn Hotels of Sulphur Springs, LLC, 15 days shall have passed following such Reorganized Debtor's completion of service of written notice to the counterparties of each HHSS Contract of whether the Debtor shall assume or reject such HHSS Contract in accordance with Article 5.6 above.

8.1.5 Copeland's Property Disposition

For Copeland's of Longview, LLC only, closing (or other applicable transfer completion) shall have occurred on a Property Disposition of the Copeland's of Longview, LLC restaurant business and/or all or substantially all assets of Copeland's of Longview, LLC. Any related Property Disposition Agreements shall have been duly executed and delivered by the Debtor or Reorganized Debtor parties thereto, and all conditions precedent to the

closing of the Property Disposition shall have been waived or satisfied in accordance with the terms thereof.

8.1.6 Administrative Claims Bar Date

The Administrative Claims Bar Date shall have occurred.

8.1.7 Necessary Documents

All actions, documents, certificates and agreements necessary to implement the Plan shall have been effected or executed and delivered, as applicable.

8.1.8 Necessary Authorizations

All authorizations, consents, regulatory approvals, rulings or documents that are necessary to implement and effectuate the Plan as of, with respect to each Reorganized Debtor, such Reorganized Debtor's Effective Date shall have been received, waived or otherwise resolved.

8.2 Waiver of Conditions

Any Reorganized Debtor may waive conditions to the occurrence of its Effective Date set forth in this Article 8 at any time; provided, however, that the conditions precedent set forth in Articles 8.1.1 and 8.1.2 may not be waived, and the conditions set forth in Articles 8.1.3, 8.1.4, and 8.1.5 may only be waived with the approval of the Bankruptcy Court.

8.3 Simultaneous Transactions

Except as otherwise expressly set forth in the Plan, the Confirmation Order, or a written agreement by the Debtors or Reorganized Debtors, each action to be taken on a particular Effective Date shall be deemed to occur simultaneously as part of a single transaction.

8.4 Effect of Non-Occurrence of the Effective Date

With respect to each Reorganized Debtor, if the Plan is confirmed but the Reorganized Debtor's Effective Date does not occur within twelve months following the Confirmation Date, or such later date as is approved by the Bankruptcy Court, then (a) the Plan shall be null and void in all respects; (b) any settlement or compromise embodied in the Plan, assumption or rejection of executory contracts or leases affected by the Plan, and any document or agreement executed pursuant hereto shall be deemed null and void; and (c) nothing contained in the Plan shall: (i) constitute a waiver or release of any claims by or Claims against, or any Equity Interests in, any Debtor, Reorganized Debtor, or any other Entity; (ii) prejudice in any manner the rights of the Debtors, Reorganized Debtors, or any other Entity; or (iii) constitute an admission, acknowledgment, offer, or undertaking of any sort by the Debtors, Reorganized Debtors, or any other Entity.

IX. Settlement, Release, Injunction, and Related Provisions

9.1 Compromise and Settlement

Pursuant to § 363 of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the Distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of all Claims, Equity Interests, and controversies relating to the contractual, legal, and subordination rights that a Holder may have with respect to any Allowed Claim, or any Distribution to be made on account of such Allowed Claim.

The entry of the Confirmation Order shall constitute the Court's approval of each of the compromises and settlements embodied in the Plan, and the Court's findings shall constitute its determination that such compromises and settlements are in the best interests of the Debtors, their Estates, creditors, and other parties-in-interest, and are fair, equitable, and within the range of reasonableness. The provisions of the Plan, including, without limitation, its release, injunction, exculpation and compromise provisions, are mutually dependent and non-severable.

9.2 Discharge of the Debtors

Pursuant to § 1141(d) of the Bankruptcy Code and effective as of the applicable Effective Date with respect to each Debtor, and except as otherwise specifically provided in the Plan: (a) the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release of all Claims and Equity Interests of any nature whatsoever, including any interest accrued on Claims or Equity Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against and Equity Interests in, the Debtors, the Reorganized Debtors, or any of their assets, properties, or Estates, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Equity Interests, including demands, liabilities, and Causes of Action that arose before, with respect to each Debtor, such Reorganized Debtor's Effective Date; (b) the Plan shall bind all holders of Claims and Equity Interests, notwithstanding whether any such holders failed to vote to accept or reject the Plan or voted to reject the Plan; (c) all Claims and Equity Interests shall be satisfied, discharged, and released in full, and the Debtors' liability with respect thereto shall be extinguished completely, including all debts of the kind specified in §§ 502(g), 502(h) or 502(i) of the Bankruptcy Code, in each case whether or not (i) a Proof of Claim based upon such debt, right, or Equity Interest is filed or deemed filed pursuant to § 501 of the Bankruptcy Code; (ii) a Claim or Equity Interest based upon such debt, right, or Equity Interest is Allowed; or (iii) the holder of such a Claim or Equity Interest has accepted the Plan or is entitled to receive a distribution hereunder; and (d) all Entities shall be precluded from ever asserting against the Debtors, the Debtors' Estates, the Reorganized Debtors, their successors and assigns, and their assets and properties any Claims and Equity Interests based upon any documents, instruments, or any act or

omission, transaction, or other activity of any kind or nature that occurred before, with respect to each Debtor, such Reorganized Debtor's Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Equity Interests, subject to, with respect to each Debtor, such Reorganized Debtor's Effective Date occurring.

9.3 Release of Liens

Except (a) with respect to the Liens securing any Plan-Approved Agreement to the extent set forth in such Plan-Approved Agreement, or (b) as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document entered into or delivered in connection with the Plan, with respect to each Debtor, on such Reorganized Debtor's Effective Date, all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates shall be fully released and discharged, and all of the rights, title and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors and their successors and assigns.

9.4 Release by the Debtors

Except as otherwise specifically provided in the Plan, for good and valuable consideration, including the service of the Released Parties to facilitate the reorganization of the Debtors, the implementation of the restructuring contemplated by the Plan and the compromises contained herein, on and after, with respect to each Debtor, such Reorganized Debtor's Effective Date, the Released Parties are hereby released and discharged by the Debtors, the Reorganized Debtors and the Estates, including any successor to the Debtors or any Estate representative from all claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, contingent or fixed, existing or hereafter arising, in law, at equity or otherwise, whether for indemnification, tort, contract, violations of federal or state securities laws or otherwise, including, those that any of the Debtors, the Reorganized Debtors or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Equity Interest or any other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Estates, the conduct of the businesses of the Debtors, the Chapter 11 Cases, the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, the restructuring of Claims and Equity Interests before or during the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Plan Supplement, the Disclosure Statement, Plan-Approved Agreements or, in each case, related agreements, instruments, or other documents, any action or omission with respect to Intercompany Claims, any action or omission as an officer, member, agent, representative, fiduciary, controlling person, affiliate, or responsible party, or any other act or omission, transaction, agreement, event, or other occurrence

taking place on or before, with respect to each Debtor, such Reorganized Debtor's Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party to the extent such act or omission is determined by a Final Order to have constituted willful misconduct, gross negligence, fraud, or a criminal act.

9.5 Voluntary Release by Holders of Claims

Except as otherwise specifically provided in the Plan, for good and valuable consideration, including the service of the Released Parties to facilitate the reorganization of the Debtors, the implementation of the restructuring contemplated by the Plan, and the compromises contained herein, on and after, with respect to each Debtor, such Reorganized Debtor's Effective Date, to the fullest extent permitted by applicable law, the Releasing Parties (regardless of whether a Releasing Party is a Released Party) shall be deemed to conclusively, absolutely, unconditionally, irrevocably and forever release, waive, and discharge the Released Parties of any and all claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including: any derivative claims asserted or assertable on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, contingent or fixed, existing or hereafter arising, in law, at equity or otherwise, whether for indemnification, tort, contract, violations of federal or state securities laws, or otherwise, including, those that any of the Debtors, the Reorganized Debtors, or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Equity Interest or any other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Estates, the conduct of the businesses of the Debtors, the Chapter 11 Cases, the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, the restructuring of Claims and Equity Interests before or during the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan, the Plan Supplement, the Disclosure Statement, the Plan-Approved Agreements, or, in each case, related agreements, instruments, or other documents, any action or omission with respect to Intercompany Claims, any action or omission as an officer, member, agent, representative, fiduciary, controlling person, affiliate, or responsible party, or upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before, with respect to each Debtor, such Reorganized Debtor's Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party to the extent such act or omission is determined by a Final Order to have constituted willful misconduct, gross negligence, fraud, or a criminal act.

Each Person providing releases under the Plan, including each of the Releasing Parties, shall be deemed to have granted the releases set forth in those sections notwithstanding that such Person may hereafter discover facts in addition to, or different from, those which it now knows or believes to be true, and without regard to the subsequent discovery or existence of such different or additional facts,

and such Person expressly waives any and all rights that it may have under any statute or common law principle which would limit the effect of such releases to those claims or causes of action actually known or suspected to exist at the time of execution of such release.

9.6 Exculpation

Notwithstanding anything herein to the contrary, the Exculpated Parties shall neither have nor incur any liability to any Entity for any Bankruptcy-Related Action; provided that nothing in the foregoing “Exculpation” shall exculpate any Entity from any liability resulting from any act or omission that is determined by Final Order to have constituted fraud, willful misconduct, gross negligence, or criminal conduct; provided that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her or its duties pursuant to, or in connection with, the Plan or any other related document, instrument, or agreement.

Notwithstanding anything herein to the contrary, as of the Confirmation Date, pursuant to § 1125(e) of the Bankruptcy Code, the Exculpated Parties and their members, officers, employees, attorneys, financial advisors, and other professional advisors, representatives, and agents upon appropriate findings of the Bankruptcy Court will be deemed to have solicited acceptance of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, and to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security, offered or sold under the Plan of a Reorganized Debtor, and shall not be liable to any Entity on account of such solicitation or participation.

In addition to the protections afforded in this Article 9.6 to the Exculpated Parties, and not in any way reducing or limiting the application of such protections, the Bankruptcy Court retains exclusive jurisdiction over any and all Causes of Action asserted against any Exculpated Party for any Bankruptcy-Related Action that are not otherwise exculpated or enjoined by this Plan.

9.7 Injunction

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN OR FOR OBLIGATIONS ISSUED PURSUANT HERETO, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS, CAUSES OF ACTION, OR EQUITY INTERESTS THAT HAVE BEEN RELEASED OR DISCHARGED PURSUANT TO THIS PLAN OR ARE SUBJECT TO EXCULPATION PURSUANT TO ARTICLE 9.6 ARE PERMANENTLY ENJOINED, FROM AND AFTER, WITH RESPECT TO EACH DEBTOR, THE APPLICABLE REORGANIZED DEBTOR'S EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST, AS APPLICABLE, THE DEBTORS, THE REORGANIZED DEBTORS, OR THE RELEASED PARTIES: (1) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR PROCEEDING, OF ANY KIND, ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS, CAUSES OF ACTION OR EQUITY INTERESTS; (2) ENFORCING, ATTACHING, COLLECTING OR RECOVERING BY ANY MANNER OR MEANS ANY

JUDGMENT, AWARD, DECREE OR ORDER AGAINST SUCH RELEASED PARTIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS, CAUSES OF ACTION OR EQUITY INTERESTS; (3) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH RELEASED PARTIES OR THE PROPERTY OR ESTATES OF SUCH RELEASED PARTIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS, CAUSES OF ACTION OR EQUITY INTERESTS; (4) ASSERTING ANY RIGHT OF SETOFF OR SUBROGATION OF ANY KIND AGAINST ANY OBLIGATIONS DUE FROM THE DEBTORS OR THE REORGANIZED DEBTORS OR AGAINST THE PROPERTY OR INTERESTS IN PROPERTY OF THE DEBTORS ON ACCOUNT OF ANY SUCH CLAIM, CAUSE OF ACTION OR EQUITY INTEREST; AND (5) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS, CAUSES OF ACTION OR EQUITY INTERESTS RELEASED, SETTLED, EXCULPATED OR DISCHARGED PURSUANT TO THE PLAN OR CONFIRMATION ORDER.

9.8 Limitations on Exculpations and Releases

Notwithstanding anything contained herein to the contrary, the releases and exculpation contained herein do not release any obligations of any party arising under this Plan or any document, instrument, or agreement (including those set forth in the Plan-Approved Agreements and the Plan Supplement) executed to implement the Plan.

9.9 Temporary Injunction

Upon Confirmation of the Plan, all Holders shall be temporarily enjoined, pursuant to § 105 of the Code, from proceeding against any officer, member, employee, or other responsible person of any Debtor or Reorganized Debtor, individually, including, but not limited to, Dante and Melissa Hahn, for the collection of all or any portion of their Allowed Claim. This injunction is to remain in effect only for so long as, with respect to each Reorganized Debtor, such Reorganized Debtor complies with the terms of the Plan. Any violation of the Plan that remains uncured for 30 days after receipt by the applicable Reorganized Debtor of written notice from any party affected by such violation, shall automatically and without order of the Court result in the dissolution of the injunction as to the affected party. Specifically with regard to any Class 3 Claim for which the Plan provides that regular payments are to be made to a Lender on account of such Claim, the temporary injunction provided in this section shall specifically bar such a Lender from proceeding against Dante or Melissa Hahn or any Debtor who guaranteed the applicable underlying obligation so long as payments to such Lender are being made in accordance with the Plan.

9.10 Preservation of Insurance

The Debtors' discharge, exculpation, and release, and the exculpation and release in favor of Released Parties, as provided herein shall not diminish or impair the enforceability

of any insurance policy that may provide coverage for Claims against the Debtors, the Reorganized Debtors, their current and former members and officers, or any other Person.

X. Modification, Revocation, or Withdrawal of the Plan

10.1 Modification of Plan

Subject to the limitations contained in the Plan: (a) the Debtors reserve the right in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify the Plan before the entry of the Confirmation Order, including amendments or modifications to satisfy § 1129(b) of the Bankruptcy Code; and (b) after the entry of the Confirmation Order, the Reorganized Debtors may, upon order of the Bankruptcy Court, amend or modify the Plan, in accordance with § 1127(b) of the Bankruptcy Code, or remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan.

10.2 Effect of Confirmation on Modification

Entry of a Confirmation Order shall mean that all modifications and amendments to the Plan following solicitation of the Plan are approved pursuant to § 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

10.3 Revocation of Plan

The Debtors reserve the right to revoke or withdraw the Plan before the entry of the Confirmation Order and to file subsequent plans of reorganization. If the Debtors revoke or withdraw the Plan, or if the Confirmation Order is not entered, then: (a) the Plan shall be null and void in all respects; (b) any settlement or compromise embodied in the Plan, assumption or rejection of executory contracts or leases affected by the Plan, and any document or agreement executed pursuant hereto shall be deemed null and void; and (c) nothing contained in the Plan shall: (i) constitute a waiver or release of any claims by or Claims against, or any Equity Interests in, any Debtor or any other Entity; (ii) prejudice in any manner the rights of the Debtors or any other Entity; or (iii) constitute an admission, acknowledgment, offer, or undertaking of any sort by the Debtors, Reorganized Debtors, or any other Entity.

XI. Retention of Jurisdiction

With respect to each Debtor, notwithstanding the entry of the Confirmation Order and the occurrence of any Reorganized Debtor's Effective Date, the Bankruptcy Court shall retain its existing exclusive jurisdiction over all matters arising in or out of, or related to, the Chapter 11 Cases or the Plan pursuant to §§ 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

- (a) Allow, disallow, determine, liquidate, classify, estimate or establish the priority, secured or unsecured status, or amount of any Claim or Equity Interest, including the resolution of any request for payment of any

General Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Equity Interests;

- (b) Decide and resolve all matters related to the granting and denying, in whole or in part, of any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;
- (c) Resolve any matters related to: (i) the assumption, assumption and assignment, or rejection of any Executory Contract to which a Debtor is a party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including any disputes regarding cure obligations in accordance with Article 5; and (ii) any dispute regarding whether a contract or lease is, or was, executory or expired;
- (d) Ensure that Distributions to Holders of Allowed Claims are accomplished pursuant to the Plan;
- (e) Adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;
- (f) Adjudicate, decide, or resolve any and all matters related to Causes of Action pending before the Bankruptcy Court on the applicable Effective Date;
- (g) Adjudicate, decide, or resolve any Cause of Action whether or not such Cause of Action was pending as of the applicable Effective Date;
- (h) Adjudicate, decide, or resolve any and all matters related to § 1141 of the Bankruptcy Code;
- (i) Enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan, Plan Supplement, or the Disclosure Statement;
- (j) Enter and enforce any order for the sale of property pursuant to §§ 363, 1123, or 1146(a) of the Bankruptcy Code;
- (k) Adjudicate, decide or resolve any and all disputes as to the ownership of any Claim or Equity Interest;

- (l) Resolve any cases, controversies, suits, disputes or Causes of Action that may arise in connection with the interpretation or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;
- (m) Issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with enforcement of the Plan;
- (n) Resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the existence, nature, and scope of the releases, injunctions, and other provisions contained in the Plan and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;
- (o) Enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;
- (p) Determine any other matters that may arise in connection with or relate to the Plan, the Plan Supplement, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan, the Plan Supplement, or the Disclosure Statement;
- (q) Enter an order or final decree concluding or closing the Chapter 11 Cases;
- (r) Adjudicate any and all disputes arising from, or relating to, Distributions under the Plan;
- (s) Consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;
- (t) Hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, or the Confirmation Order, including disputes arising under agreements, documents or instruments executed in connection with the Plan (other than any dispute arising after the applicable Effective Date under, or directly with respect to, the any Plan-Approved Agreement and any intercreditor agreement entered into by a Debtor, which disputes shall be adjudicated in accordance with the terms of such agreements);

- (u) Hear and determine matters concerning state, local, and federal taxes in accordance with §§ 346, 505, and 1146 of the Bankruptcy Code;
- (v) Hear and determine all disputes involving the existence, nature, or scope of the Debtors' discharge, including any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retirement benefit program, regardless of whether such termination occurred before or after the applicable Reorganized Debtor's Effective Date;
- (w) Enforce all orders previously entered by the Bankruptcy Court; and
- (x) Hear any other matter not inconsistent with the Bankruptcy Code.

As of the applicable Reorganized Debtor's Effective Date, notwithstanding anything in this Article 11 to the contrary, the Plan-Approved Agreements shall be governed by the jurisdictional provisions therein.

XII. Miscellaneous Provisions

12.1 Immediate Binding Effect

Notwithstanding Bankruptcy Rules 3020(e), 6004(g), or 7062 or otherwise, upon the Confirmation Date, the terms of the Plan and the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims and Equity Interests (irrespective of whether Holders of such Claims or Equity Interests are deemed to have accepted or rejected the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan and any and all non-Debtor parties to Executory Contracts with the Debtors.

12.2 Additional Documents

On or before its Effective Date, a Debtor may file or otherwise provide to the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtors or the Reorganized Debtors, as applicable, and all Holders of Claims or Equity Interests receiving Distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

12.3 Reservation of Rights

Except as expressly set forth herein, the Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order. Neither the filing of the Plan, any statement or provision contained herein, nor the taking of any action by a Debtor or any other Entity with respect to the Plan shall be or shall be deemed to be an admission or waiver of any rights of: (a) any Debtor with respect to the Holders of Claims or Equity Interests or

other Entity; or (b) any holder of a Claim or an Equity Interest or other Entity before the Confirmation Date.

12.4 Successors and Assigns

The rights, benefits, and obligations of any Entity named or referred to herein shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor, or assign of such Entity.

12.5 Term of Injunction or Stays

Unless otherwise provided in the Plan or in the Confirmation Order, with respect to each Debtor, all injunctions or stays in effect in the Chapter 11 Cases pursuant to §§ 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the applicable Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

12.6 Entire Agreement

On the Confirmation Date, the Plan and the Plan Supplement shall supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

12.7 Exhibits

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan.

12.8 Severability

If, before Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified without the approval of the Bankruptcy Court; and (c) nonseverable and mutually dependent.

12.9 Closing of Chapter 11 Cases

Each Reorganized Debtor shall, promptly after the full administration of its Chapter 11 Case, file with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close its Chapter 11 Case.

12.10 Conflicts

Except as set forth in the Plan, to the extent that any provisions of the Disclosure Statement, the Plan Supplement, or any order of the Bankruptcy Court (other than the Confirmation Order) referenced in the Plan (or any exhibits, appendices, supplements, or amendments to any of the foregoing), conflicts with or is in any way inconsistent with any provision of the Plan, the Plan shall govern and control.

12.11 Further Assurances

The Debtors, Reorganized Debtors, all Holders of Claims and Equity Interests, and all other parties-in-interest shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan or the Confirmation Order.

12.12 No Stay of Confirmation Order

The Confirmation Order shall contain a waiver of any stay of enforcement otherwise applicable, including pursuant to Bankruptcy Rules 3020(e) and 7062.

12.13 Waiver or Estoppel

Each holder of a Claim or Equity Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Equity Interest should be Allowed in a certain amount, in a certain priority, secured, or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers filed with the Bankruptcy Court before the Confirmation Date.

12.14 Post-Confirmation Date Service

After the Confirmation Date, the Reorganized Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities that have filed renewed requests for service.

12.15 Notices

All notices, requests, pleadings and demands to or upon the Debtors or Reorganized Debtors to be effective shall be in writing and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered. Such documents must be addressed as follows:

[Applicable Debtor's Name]
c/o Dante Hahn
PO Box 351
Judson, TX 75660

With a copy to:

Judith W. Ross
Law Offices of Judith W. Ross
700 N. Pearl Street, Suite 1610
Dallas, Texas 75201

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Dated: January 28, 2018

HAHN INVESTMENTS, LLC, on behalf
itself and its wholly-owned subsidiary
Debtors,


Dante E. Hahn
President and Manager

Submitted to the Court by:

/s/ Judith W. Ross
Judith W. Ross
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Eric Soderlund
State Bar No. 24037525
Jessica Lewis
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**COUNSEL FOR DEBTORS AND DEBTORS IN
POSSESSION**