

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

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 In re: : Chapter 11
 :
 EHT US1, Inc., *et al.*,¹ : Case No. 21-10036 (CSS)
 :
 Debtors. : (Joint Administration Requested)
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**DEBTORS’ APPLICATION FOR ENTRY OF ORDER (I) APPROVING
RETENTION AND APPOINTMENT OF DONLIN, RECANO & COMPANY,
INC. AS CLAIMS AND NOTICING AGENT TO DEBTORS, EFFECTIVE AS OF
PETITION DATE, AND (II) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors in possession (the “Debtors”), through their proposed undersigned counsel, file this application (the “Application”) requesting entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”): (i) appointing Donlin, Recano & Company, Inc. (“Donlin Recano”) as claims and noticing agent (the “Claims and Noticing Agent”) in the Debtors’ chapter 11 cases effective as of the Petition Date, pursuant to section 156(c) of title 28 of the United States Code (the “Judicial Code”), Rule 2002-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), and the *Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c)* (the “Claims Agent”

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

Protocol”) instituted by the Clerk of the United States Bankruptcy Court for the District of Delaware (the “Clerk’s Office”), on the terms set forth in the Engagement Agreement attached hereto as **Exhibit C** (the “Engagement Agreement”), including assuming full responsibility for the distribution of notices and the maintenance, processing and docketing of proofs of claim filed in these chapter 11 cases; and (ii) granting related relief. In support of this Motion, the Debtors respectfully state as follows. In further support of the Application, the Debtors submit the *Declaration of Nellwyn Voorhies, Executive Director of Donlin, Recano & Company, Inc.* (the “Voorhies Declaration”), attached hereto as **Exhibit B** and incorporated herein by reference.

Jurisdiction, Venue, and Statutory Bases

1. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012 (the “Amended Standing Order”). This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). The Debtors confirm their consent, pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rule 9013-1(f) of the Local Rules to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

3. The bases for the relief requested herein are section 156(c) of title 28 of the Judicial Code, section 105(a) of title 11 of the United States Code (the “Bankruptcy Code”), Local Rules 2002-1(f) and 9013-1(m), and the Claims Agent Protocol.

Donlin Recano's Retention

4. Although the Debtors have not yet filed their schedules of assets and liabilities, they anticipate that there will be thousands of entities to be noticed. Local Rule 2002-1(f) provides that “[i]n all cases with more than 200 creditors or parties in interest listed on the creditor matrix, unless the Court orders otherwise, the debtor shall file” a motion requesting authority to retain a Claims and Noticing Agent “on the first day of the case or within seven (7) days thereafter.” In view of the number of anticipated claimants and parties in interest, as well as the complexity of the Debtors’ business, the Debtors submit that the appointment of a claims and noticing agent is required by Local Rule 2002-1(f) and is otherwise in the best interests of the Debtors’ estates and its stakeholders.

5. The Debtors’ selection of Donlin Recano to act as the Claims and Noticing Agent has satisfied the Court’s Claims Agent Protocol in that the Debtors have obtained and reviewed engagement proposals from at least two other court-approved claims and noticing agents to ensure selection through a competitive process. Moreover, the Debtors submit, based on all engagement proposals obtained and reviewed, that Donlin Recano’s rates are competitive and reasonable given Donlin Recano’s quality of services and expertise.

6. Although the Engagement Agreement contemplates that Donlin Recano will provide services for the Debtors outside the scope of 28 U.S.C. § 156, the Debtors will seek authorization by separate application to retain and employ Donlin Recano as administrative advisor pursuant to section 327(a) of the Bankruptcy Code for those services.

Donlin Recano's Qualifications

7. Donlin Recano is comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Donlin Recano’s professionals have experience in noticing, claims administration, solicitation,

balloting and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. Donlin Recano's professionals have acted as official claims and noticing agent in many large bankruptcy cases in this District and in other districts nationwide. Donlin Recano's active and former cases include: *In re FIC Restaurants, Inc., et al.*, Case No. 20-12807 (CSS) (Bankr. D. Del. 2020); *In re IMH Financial Corporation*, Case No. 20-11858 (CSS) (Bankr. D. Del. 2020); *In re Muji U.S.A Limited*, Case No. 20-11805 (MFW) (Bankr. D. Del. 2020); *In re AAC Holdings, Inc., et al* Case No. 20-11648 (JTD) (Bankr. D. Del. 2020); *In re Klausner Lumber Two LLC*, Case No. 20-11518 (KBO) (Bankr. D. Del. 2020); *In re PQ New York*, Case No. 20-11266 (JTD) (Bankr. D. Del. 2020); *In re Comcar Industries, Inc.* Case No. 20-11120 (LSS) (Bankr. D. Del. 2020); *In re Miami Metals I, Inc.*, Case No. 18-13359 (SHL) (Bankr. S.D.N.Y. Nov. 2, 2018); *In re BCBG Max Azria Global Holdings, LLC, et al.*, Case No. 17-10466 (SCC) (Bankr. S.D.N.Y. Feb. 28, 2017); *In re The Big Apple Circus, Ltd.*, Case No. 16-13297 (SHL) (Bankr. S.D.N.Y. Nov. 20, 2016); *Murray Holdings Limited*, Case No. 15-11231 (MG) (Bankr. S.D.N.Y. May 11, 2015); *Quebecor World (USA) Inc., et al.*, Case No. 08-10152 (JMP) (Bankr. S.D.N.Y. Jan. 21, 2008).

8. Appointing Donlin Recano as the Claims and Noticing Agent in these chapter 11 cases will expedite the distribution of notices and the processing of claims, and the Office of the Clerk of the Bankruptcy Court (the "Clerk") will be relieved of the administrative burden of processing what may be an overwhelming number of claims.

Services to Be Provided

9. This Application pertains only to the work to be performed by Donlin Recano under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c) and Local Rule 2002-1(f).

Any work to be performed by Donlin Recano outside of this scope is not covered by this Application or by any order granting approval hereof.²

10. Subject to the Court's approval, at the request of the Debtors, and to the extent necessary, the Debtors anticipate that Donlin Recano will perform the following tasks in its role as Claims and Noticing Agent as well as all quality control relating thereto (collectively, the "Claims and Noticing Services"):

- (a) prepare and serve required notices and documents in these chapter 11 cases in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtors and/or the Court, including (i) notice of the commencement of these chapter 11 cases and the initial meeting of creditors under Bankruptcy Code § 341(a), (ii) notice of any claims bar date, (iii) notices of transfers of claims, (iv) notices of objections to claims and objections to transfers of claims, (v) notices of any hearings on a disclosure statement and confirmation of the Debtors' plan or plans of reorganization, including under Bankruptcy Rule 3017(d), (vi) notice of the effective date of any plan and (vii) all other notices, orders, pleadings, publications and other documents as the Debtors or Court may deem necessary or appropriate for an orderly administration of these chapter 11 cases;
- (b) maintain an official copy of Debtors' schedules of assets and liabilities and statements of financial affairs (collectively, the "Schedules"), listing the Debtors' known creditors and the amounts owed thereto;
- (c) maintain (i) a list of all potential creditors, equity security holders and other parties in interest and (ii) a "core" mailing list consisting of all parties described in Bankruptcy Rule 2002(i), (j) and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010; update and make said lists available upon request by a party-in-interest or the Clerk;
- (d) furnish a notice to all potential creditors of the last date for filing proofs of claim and a form for filing a proof of claim, after such notice and form are approved by the Court, and notify said potential creditors of the existence, amount and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the

² As noted above, the Debtors plan to seek authorization to retain and employ Donlin Recano as administrative advisor in these chapter 11 cases by separate application pursuant to section 327(a) of the Bankruptcy Code because the administration of these chapter 11 cases will require Donlin Recano to perform duties outside the scope of 28 U.S.C. § 156(c).

lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;

- (e) maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;
- (f) for *all* notices, motions, orders or other pleadings or documents served, prepare and file or cause to be filed with the Clerk an affidavit or certificate of service within seven (7) business days of service which includes (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served, (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses, (iii) the manner of service and (iv) the date served;
- (g) process all proofs of claim received, including those received by the Clerk, check said processing for accuracy and maintain the original proofs of claim in a secure area;
- (h) maintain the official claims register for each Debtor (collectively, the “Claims Registers”) on behalf of the Clerk; upon the Clerk’s request, provide the Clerk with certified, duplicate unofficial Claims Registers; and specify in the Claims Registers the following information for each claim docketed: (i) the claim number assigned, (ii) the date received, (iii) the name and address of the claimant and agent, if applicable, who filed the claim, (iv) the amount asserted, (v) the asserted classification(s) of the claim (e.g., secured, unsecured, priority, etc.), (vi) the applicable Debtor and (vii) any disposition of the claim;
- (i) provide public access to the Claims Registers, including complete proofs of claim with attachments, if any, without charge;
- (j) implement necessary security measures to ensure the completeness and integrity of the Claims Registers and the safekeeping of the original claims;
- (k) record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);
- (l) relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of Donlin Recano, not less than weekly;
- (m) upon completion of the docketing process for all claims received to date for each case, turn over to the Clerk copies of the Claims Registers for the Clerk’s review (upon the Clerk’s request);
- (n) monitor the Court’s docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary

notations on and/or changes to the claims register and any service or mailing lists, including to identify and eliminate duplicative names and addresses from such lists;

- (o) identify and correct any incomplete or incorrect addresses in any mailing or service lists;
- (p) assist in the dissemination of information to the public and respond to requests for administrative information regarding these chapter 11 cases as directed by the Debtors or the Court, including through the use of a case website and/or call center;
- (q) monitor the Court's docket in these chapter 11 cases and, when filings are made in error or containing errors, alert the filing party of such error and work with them to correct any such error;
- (r) if these chapter 11 cases are converted to cases under chapter 7 of the Bankruptcy Code, contact the Clerk's office within three (3) days of notice to Donlin Recano of entry of the order converting the cases;
- (s) thirty (30) days prior to the close of these chapter 11 cases, to the extent practicable, request that the Debtors submit to the Court a proposed order dismissing Donlin Recano as Claims and Noticing Agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of these chapter 11 cases;
- (t) within seven (7) days of notice to Donlin Recano of entry of an order closing these chapter 11 cases, provide to the Court the final version of the Claims Registers as of the date immediately before the close of these chapter 11 cases; and
- (u) at the close of these chapter 11 cases, box and transport all original documents, in proper format, as provided by the Clerk's office, to (i) the Federal Archives Record Administration, located at Central Plains Region, 200 Space Center Drive, Lee's Summit, Missouri 64064 or (ii) any other location requested by the Clerk's office.

11. The Claims Registers shall be open to the public for examination without charge during regular business hours and on a case-specific website maintained by Donlin Recano.

Donlin Recano's Compensation

12. The Debtors respectfully request that the undisputed fees and expenses incurred by Donlin Recano in the performance of the above services be treated as administrative expenses of the Debtors' chapter 11 estates pursuant to 28 U.S.C. § 156(c) and section 503(b)(1)(A) of the

Bankruptcy Code and be paid in the ordinary course of business without further application to or order of the Court.

13. Donlin Recano agrees to maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and to serve monthly invoices on the Debtors, the Office of the United States Trustee for the District of Delaware (the “U.S. Trustee”), counsel for the Debtors, counsel for any official committee, if any, monitoring the expenses of the Debtors and any party in interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute; if resolution is not achieved, the parties may seek resolution of the matter from the Court.

14. Prior to the Petition Date, the Debtors provided Donlin Recano an advance in the amount of \$40,000. Donlin Recano seeks to first apply the advance to all prepetition invoices, and thereafter, to have the advance replenished to the original advance amount, and thereafter, to hold the advance under the Engagement Agreement during these chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

15. Additionally, under the terms of the Engagement Agreement, the Debtors have agreed to indemnify, defend and hold harmless Donlin Recano and its members, officers, employees, representatives, and agents under certain circumstances specified in the Engagement Agreement, except in circumstances resulting solely from Donlin Recano’s gross negligence or willful misconduct or as otherwise provided in the Engagement Agreement or Proposed Order. The Debtors believe that such an indemnification obligation is customary, reasonable and necessary to retain the services of a Claims and Noticing Agent in these chapter 11 cases. Any

request for indemnification will be brought before this Court and shall be subject to the approval of the Court.

Disinterestedness

16. Although the Debtors do not propose to employ Donlin Recano under section 327 of the Bankruptcy Code pursuant to this Application (such retention will be sought by separate application), Donlin Recano has nonetheless reviewed its electronic database to determine whether it has any relationships with the creditors and parties in interest provided by the Debtors, and, to the best of the Debtors' knowledge, information, and belief, and except as disclosed in the Voorhies Declaration, Donlin Recano has represented that it neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed.

17. Moreover, in connection with its retention as Claims and Noticing Agent, Donlin Recano represents in the Voorhies Declaration, among other things, that:

- (a) Donlin Recano is not a creditor of the Debtors;
- (b) Donlin Recano will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in these chapter 11 cases;
- (c) by accepting employment in these chapter 11 cases, Donlin Recano waives any rights to receive compensation from the United States government in connection with these chapter 11 cases;
- (d) in its capacity as the Claims and Noticing Agent in these chapter 11 cases, Donlin Recano will not be an agent of the United States and will not act on behalf of the United States;
- (e) Donlin Recano will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these chapter 11 cases;

- (f) Donlin Recano is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;
- (g) in its capacity as Claims and Noticing Agent in these chapter 11 cases, Donlin Recano will not intentionally misrepresent any fact to any person;
- (h) Donlin Recano shall be under the supervision and control of the Clerk’s office with respect to the receipt and recordation of claims and claim transfers;
- (i) Donlin Recano will comply with all requests of the Clerk’s office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (j) none of the services provided by Donlin Recano as Claims and Noticing Agent in these chapter 11 cases shall be at the expense of the Clerk’s office.

18. Donlin Recano will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

Basis for Relief

19. This Application is made pursuant to Judicial Code section 156(c), section 105(a) of the Bankruptcy Code, Bankruptcy Rule 2002(f), Local Rule 2002-1(f) and the Claims Agent Protocol for entry of an order appointing Donlin Recano as the Claims and Noticing Agent in order to assume full responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in these chapter 11 cases.

20. Judicial Code section 156, in relevant part, provides:

Any court may utilize facilities or services, either on or off the court’s premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

21. Section 105 of the Bankruptcy Code, in relevant part, provides:

The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title. No provision of this title providing for the raising of an issue by a party in interest shall be construed to preclude the court from, sua sponte, taking any action or making any determination necessary or appropriate to enforce or implement court orders or rules, or to prevent an abuse of process.

22. In accordance with the Claims Agent Protocol, prior to the selection of Donlin Recano, the Debtors reviewed and compared engagement proposals from three court-approved claims and noticing agents, including Donlin Recano, to ensure selection through a competitive process. The Debtors submit, based on the engagement proposals obtained and reviewed, that Donlin Recano's rates are competitive and reasonable given its quality of services and expertise. The terms of Donlin Recano's retention are set forth in the Engagement Agreement; provided, however, that by this Application the Debtors are seeking approval solely of the terms and provisions as set forth in this Application and the Proposed Order.

23. The Debtors anticipate that there will be thousands of entities to be noticed. In view of the number of anticipated claimants and equity security holders, as well as the complexity of the Debtors' business, the Debtors submit that the appointment of Donlin Recano as the Claims and Noticing Agent is both necessary and in the best interests of the Debtors' estates, equity security holders, and creditors because the Debtors will be relieved of the burdens associated with the Claims and Noticing Services. Accordingly, the Debtors will be able to devote their full attention and resources to the restructuring efforts described above.

24. Based on the foregoing, the Debtors submit that this Application complies with the Claims Agent Protocol and substantially conforms to the standard Section 156(c) Application in use in this Court. To the extent that there is any inconsistency between this Application, the Proposed Order, and the Engagement Agreement, the Proposed Order shall govern.

Retention Nunc Pro Tunc Is Appropriate

25. Pursuant to the Debtors' request, Donlin Recano has acted as the claims and noticing agent since the Petition Date with assurances that the Debtors would seek approval of its employment and retention, effective *nunc pro tunc* to the Petition Date, so that Donlin Recano may be compensated for its services prior to entry of an order approving Donlin Recano's retention. The Debtors believe that no party in interest will be prejudiced by granting Donlin Recano's *nunc pro tunc* employment, because Donlin Recano has provided and continues to provide valuable services to the Debtors' estates in the interim period.

26. Courts in this jurisdiction have routinely approved *nunc pro tunc* employment similar to that requested in this application in comparable matters.³

27. Accordingly, the Debtors respectfully request entry of an order authorizing the Debtors to retain and employ Donlin Recano to act as the Debtors' claims and noticing agent, effective *nunc pro tunc* to the Petition Date.

Processing of Checks and Electronic Fund Transfers Should Be Authorized

28. The Debtors expect to have sufficient funds to pay the amounts described herein in the ordinary course of business by virtue of the proposed debtor in possession financing and anticipated access to cash collateral. Under the Debtors' existing cash management system, they have made arrangements to readily identify checks or electronic payment requests relating to the Claims and Noticing, as applicable. Accordingly, the Debtors believe that checks or wire transfer requests that are not related to authorized payments will not be honored inadvertently.

Therefore, the Debtors respectfully request that the Court authorize all applicable financial

³ See, e.g., *In re Marsh Supermarkets Holding, LLC*, No. 17-11066 (BLS) (Bankr. D. Del. May 12, 2017) (approving *nunc pro tunc* retention of claims agent to perform claims and noticing services); *In re Roadhouse Holding Inc.*, No. 16-11819 (BLS) (Bankr. D. Del. Aug. 9, 2016) (same); see also Local Rule 2014-1(b) ("If the retention motion is granted, the retention shall be effective as of the date the motion was filed, unless the Court orders otherwise.").

institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or electronic payment transfer requests in respect of the relief requested in this Motion.

Notice

29. The Debtors will provide notice of this Motion to: (a) the Office of the United States Trustee for the District of Delaware; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) counsel to the Debtors' secured lenders; (d) the United States Attorney's Office for the District of Delaware; and (e) any other parties entitled to notice pursuant to Local Rules 2002-1(b) and 9013-1(m). As this Motion is seeking "first day" relief, the Debtors will serve this Motion and any order entered with respect to this Motion as required by Local Rule 9013-1(m)(iii). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

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WHEREFORE, the Debtors respectfully request entry of the Proposed Order, (a) granting the relief requested in the Application, and (b) such other relief as just and proper.

Dated: January 19, 2021
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ G. David Dean

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Proposed Counsel to Debtors and Debtors in Possession

EXHIBIT A

Proposed Order

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

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In re: : Chapter 11

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EHT US1, Inc., *et al.*,¹ : Case No. 21-10036 (CSS)

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Debtors. : (Jointly Administered)

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: **RE: Docket No. ___**

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**ORDER APPROVING RETENTION AND APPOINTMENT OF DONLIN, RECANO &
COMPANY, INC. AS CLAIMS AND NOTICING AGENT TO
DEBTORS, EFFECTIVE AS OF PETITION DATE,
AND (II) GRANTING RELATED RELIEF**

Upon the application (the “Application”)² of the above-captioned debtors and debtors in possession (the “Debtors”) for entry of an order (this “Order”) (a) approving the retention and appointment of Donlin, Recano & Company, Inc. (“Donlin Recano”) as the Claims and Noticing Agent in the Debtors’ chapter 11 cases, effective as of the Petition Date, under 28 U.S.C. §156(c), section 105(a) of the Bankruptcy Code, and Local Rule 2002-1(f) and (b) for Donlin Recano to, among other things, (i) distribute required notices to parties in interest, (ii) receive, maintain, docket and otherwise administer the proofs of claim filed in the Debtors’ cases, and

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

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Application.

(iii) provide such other administrative services—as required by the Debtors—that would fall within the purview of services to be provided by the Clerk’s Office; and upon the Voorhies Declaration; and it appearing that the receiving, docketing and maintaining of proofs of claim would be unduly time consuming and burdensome for the Clerk; and this Court being authorized under 28 U.S.C. §156(c) to utilize, at the Debtors’ expense, outside agents and facilities to provide notices to parties in title 11 cases and to receive, docket, maintain, photocopy and transmit proofs of claim; and this Court being satisfied that Donlin Recano has the capability and experience to provide such services and that Donlin Recano does not hold an interest adverse to the Debtors or the estates respecting the matters upon which it is to be engaged; and good and sufficient notice of the Application having been given; and no other or further notice being required; and it appearing that the employment of Donlin Recano is in the best interests of the Debtors, their estates, their equity security holders, and creditors; and sufficient cause appearing therefor; IT IS HEREBY ORDERED THAT:

1. Notwithstanding the terms of the Engagement Agreement attached to the application, the Application is approved solely as set forth in this Order.
2. The Debtors are authorized, pursuant to 28 U.S.C. § 156(c) and Local Rule 2002-1(f), to retain Donlin Recano, and Donlin Recano is appointed as the Claims and Noticing Agent, effective as of the Petition Date, under the terms and conditions of the Engagement Agreement.
3. Donlin Recano is authorized and directed to perform noticing services and to receive, maintain, record, and otherwise administer the proofs of claim filed in these chapter 11 cases, and all related tasks, all as described in the Application (the “Claims and Noticing Services”).

4. Donlin Recano shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in these chapter 11 cases and is authorized and directed to maintain a Claims Register for each of the Debtors, to provide public access to every proof of claim unless otherwise ordered by the Court, and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

5. Donlin Recano is authorized and directed to provide an electronic interface for filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim.

6. Donlin Recano is authorized to take such other actions as are needed to comply with all duties set forth in the Application.

7. The Debtors are authorized to compensate Donlin Recano for the Claims and Noticing Services in accordance with the terms of the Engagement Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by Donlin Recano and the rates charged for each, and to reimburse Donlin Recano for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Donlin Recano to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

8. Donlin Recano shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and shall serve monthly invoices on the Debtors, the Office of the United States Trustee, counsel for the Debtors, counsel for an official committee, if any, monitoring the expenses of the Debtors, and any party in interest who specifically requests service of the monthly invoices.

9. The parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Engagement Agreement or monthly invoices; *provided* that the parties may seek resolution of the matter from the Court if resolution is not achieved.

10. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of Donlin Recano under this Order shall be an administrative expense of the Debtors' estates.

11. Donlin Recano may apply its advance to all prepetition invoices, which advance shall be replenished to the original advance amount, and thereafter, Donlin Recano may hold its advance under the Engagement Agreement during these chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

12. The Debtors shall indemnify Donlin Recano and other Indemnified Parties, as that term is defined in the Engagement Agreement, under the terms of the Engagement Agreement, as modified pursuant to this Order.

13. The Indemnified Parties shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services other than the Claims and Noticing Services as provided under the Engagement Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court.

14. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify Donlin Recano, or provide contribution or reimbursement to Donlin Recano for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Donlin Recano's gross negligence, willful misconduct, or fraud; or (ii) settled prior to a judicial determination but determined by this Court, after notice and a hearing, to be a claim or expense for which Donlin Recano should

not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order.

15. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing these chapter 11 cases, Donlin Recano believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including without limitation the advancement of defense costs, Donlin Recano must file an application therefor in the Court, and the Debtors may not pay any such amounts to Donlin Recano before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Donlin Recano for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Donlin Recano. All parties in interest shall retain the right to object to any demand by Donlin Recano for indemnification, contribution, or reimbursement.

16. In the event Donlin Recano is unable to provide the Claims and Noticing Services approved by this Order, Donlin Recano will immediately notify the Clerk and the Debtors' counsel, and, upon approval of the Court, cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtors' counsel.

17. The Debtors may submit a separate retention application, pursuant to 11 U.S.C. § 327 and/or any applicable law, for work that is to be performed by Donlin Recano but is not specifically authorized by this Order.

18. The Debtors and Donlin Recano are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

19. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the retention of Donlin Recano.

20. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Order without any duty of further inquiry and without liability for following the Debtors' instructions.

21. Donlin Recano shall not cease providing claims processing services during these chapter 11 cases for any reason, including nonpayment, without an order of the Court.

22. In the event that any of these chapter 11 cases are converted to cases under chapter 7 of the Bankruptcy Code, the chapter 7 trustee appointed to the case or cases shall be under no obligation to continue to retain Donlin Recano for any purpose.

23. In the event of any inconsistency between the Engagement Agreement, the Application, and this Order, the terms of this Order shall govern.

24. The Debtors and Donlin Recano are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application and Engagement Agreement.

25. Notwithstanding any term in the Engagement Agreement to the contrary, this Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

EXHIBIT B

Voorhies Declaration

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

-----X
:

In re: : Chapter 11

:

EHT US1, Inc., *et al.*,¹ : Case No. 21-10036 (CSS)

:

Debtors. : (Joint Administration Requested)

-----X

**DECLARATION OF NELLWYN VOORHIES IN SUPPORT OF DEBTORS’
APPLICATION FOR ENTRY OF AN ORDER (I) APPROVING RETENTION AND
APPOINTMENT OF DONLIN, RECANO & COMPANY, INC. AS CLAIMS AND
NOTICING AGENT TO DEBTORS, EFFECTIVE AS OF
PETITION DATE, AND (II) GRANTING RELATED RELIEF**

I, Nellwyn Voorhies, declare, under penalty of perjury, as follows:

1. I am the President of Donlin, Recano & Company, Inc. (“Donlin Recano”), a chapter 11 administrative services firm whose headquarters are located at 6201 15th Avenue, Brooklyn, New York 11219. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. This Declaration is made in support of the above-captioned debtors’ (collectively, the “Debtors”) *Application of Debtors For Entry of an Order (I) Approving the Retention and Appointment of Donlin, Recano & Company, Inc. as the Claims and Noticing Agent to the*

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

Debtors, Effective Nunc Pro Tunc to the Petition Date, and (II) Granting Related Relief, which was filed contemporaneously herewith (the “Application”).

3. Donlin Recano is comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Donlin Recano’s professionals have experience in noticing, claims administration, solicitation, balloting and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. Donlin Recano’s professionals have acted as debtor’s counsel or official claims and noticing agent in many large bankruptcy cases in this District and in other districts nationwide. Donlin Recano’s active and former cases include: *In re FIC Restaurants, Inc., et al.*, Case No. 20-12807 (CSS) (Bankr. D. Del. 2020); *In re IMH Financial Corporation*, Case No. 20-11858 (CSS) (Bankr. D. Del. 2020); *In re Muji U.S.A Limited*, Case No. 20-11805 (MFW) (Bankr. D. Del. 2020); *In re AAC Holdings, Inc., et al* Case No. 20-11648 (JTD) (Bankr. D. Del. 2020); *In re Klausner Lumber Two LLC*, Case No. 20-11518 (KBO) (Bankr. D. Del. 2020); *In re PQ New York*, Case No. 20-11266 (JTD) (Bankr. D. Del. 2020); *In re Comcar Industries, Inc.* Case No. 20-11120 (LSS) (Bankr. D. Del. 2020); *In re Miami Metals I, Inc.*, Case No. 18-13359 (SHL) (Bankr. S.D.N.Y. Nov. 2, 2018); *In re BCBG Max Azria Global Holdings, LLC, et al.*, Case No. 17-10466 (SCC) (Bankr. S.D.N.Y. Feb. 28, 2017); *In re The Big Apple Circus, Ltd.*, Case No. 16-13297 (SHL) (Bankr. S.D.N.Y. Nov. 20, 2016); *Murray Holdings Limited*, Case No. 15-11231 (MG) (Bankr. S.D.N.Y. May 11, 2015); *Quebecor World (USA) Inc., et al.*, Case No. 08-10152 (JMP) (Bankr. S.D.N.Y. Jan. 21, 2008).

4. As agent and custodian of Court records pursuant to 28 U.S.C. § 156(c), Donlin Recano will perform, at the request of the Office of the Clerk of the Bankruptcy Court (the “Clerk”), the services specified in the Application and the Engagement Agreement, and, at the Debtors’ request, any related administrative, technical and support services as specified in the

Application and the Engagement Agreement. In performing such services, Donlin Recano will charge the Debtors the rates set forth in the Engagement Agreement, which is attached as Exhibit C to the Application.

5. Donlin Recano represents, among other things, the following:
 - (a) Donlin Recano is not a creditor of the Debtors;
 - (b) Donlin Recano will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in these chapter 11 cases;
 - (c) by accepting employment in these chapter 11 cases, Donlin Recano waives any rights to receive compensation from the United States government in connection with these chapter 11 cases;
 - (d) in its capacity as the Claims and Noticing Agent in these chapter 11 cases, Donlin Recano will not be an agent of the United States and will not act on behalf of the United States;
 - (e) Donlin Recano will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these chapter 11 cases;
 - (f) Donlin Recano is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;
 - (g) in its capacity as Claims and Noticing Agent in these chapter 11 cases, Donlin Recano will not intentionally misrepresent any fact to any person;
 - (h) Donlin Recano shall be under the supervision and control of the Clerk’s office with respect to the receipt and recordation of claims and claim transfers;
 - (i) Donlin Recano will comply with all requests of the Clerk’s office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and

- (j) none of the services provided by Donlin Recano as Claims and Noticing Agent in these chapter 11 cases shall be at the expense of the Clerk's office.

6. To the best of my knowledge, and based solely upon information provided to me by the Debtors, and except as provided herein, neither Donlin Recano, nor any of its professionals, has any materially adverse connection to the Debtors, their creditors or other relevant parties. Donlin Recano may have relationships with certain of the Debtors creditors as vendors or in connection with cases in which Donlin Recano serves or has served in a neutral capacity as claims and noticing agent and/or administrative advisor for another chapter 11 debtor.

7. Donlin Recano has reviewed its electronic database to determine whether it has any relationships with the list of entities provided by the Debtors. Based on the results of such search, at this time, Donlin Recano is not aware of any relationship that would present a disqualifying conflict of interest. Should Donlin Recano discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, Donlin Recano will use reasonable efforts to promptly file a supplemental declaration.

8. Donlin Recano is an affiliate of American Stock Transfer & Trust Company, LLC ("AST"). AST is a global financial communications and stakeholder management company. Within the AST corporate structure, Donlin Recano operates as a separate and independent legal entity. No personnel from AST have access to confidential data held by Donlin Recano, and no Donlin Recano personnel have access to AST clientele data or knowledge of AST's connections. There are no formal systems in place to maintain "Chinese walls" or other barriers between the affiliated entities as Donlin Recano's files are on a separate system, and Donlin Recano does not have the ability to access our affiliates systems. AST and its affiliates provide stock transfer solution services mainly to public companies or companies intending to trade shares publicly. These services

include transfer agency services, initial public offering counseling, proxy solicitation assistance and data analysis, and electronic transmission of data services. AST and its affiliates do not provide advisory services in restructurings. Given the legal and operational separateness of Donlin Recano from AST, Donlin Recano does not believe that any relationships that AST and its affiliates maintain would create an interest of Donlin Recano that would be materially adverse to the Debtors' estates or any class of creditors or equity security holders.

9. Certain of Donlin Recano's professionals were partners of or formerly employed by firms that are providing or may provide professional services to parties in interest in these cases. Such firms include: Weil, Gotshal & Manges LLP; Mayer Brown LLP; Fried, Frank, Harris, Shriver & Jacobson LLP; Bracewell LLP; Proskauer Rose LLP; Curtis, Mallet-Prevost, Colt & Mosle LLP; Baker & Hostetler LLP; Togut, Segal & Segal LLP; Gibson, Dunn & Crutcher LLP; Centerview Partners LLC; KPMG LLP; Epiq Bankruptcy Solutions, LLC; and Kurtzman Carson Consultants LLC. These professionals did not work on any matters involving the Debtors while employed by their previous firms. Moreover, these professionals were not employed by their previous firms when these chapter 11 cases were filed.

10. Donlin Recano, as well as its personnel, has and will continue to have relationships personally or in the ordinary course of business with certain vendors, professionals, financial institutions, and other parties in interest that may be involved in the Debtors' chapter 11 cases. Donlin Recano may also provide professional services to entities or persons that may be creditors or parties in interest in these chapter 11 cases, which services do not directly relate to, or have any direct connection with, these chapter 11 cases or the Debtors.

11. Donlin Recano and its personnel in their individual capacities regularly utilize the services of law firms, investment banking and advisory firms, accounting firms and financial advisors. Such firms engaged by Donlin Recano or its personnel may appear in chapter 11 cases

representing the Debtors or parties in interest. All engagements where such firms represent Donlin Recano or its personnel in their individual capacities are unrelated to these chapter 11 cases.

12. Based on the foregoing, I believe that Donlin Recano is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged. Moreover, to the best of my knowledge and belief, neither Donlin Recano nor any of its partners or employees hold or represent any interest materially adverse to the Debtors’ estates with respect to any matter upon which Donlin Recano is to be engaged.

In accordance with 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge and belief.

Executed on January 19, 2021

/s/ Nellwyn Voorhies

Nellwyn Voorhies, President
Donlin Recano
6201 15th Avenue
Brooklyn, New York 11219

EXHIBIT C

Engagement Agreement

Donlin, Recano & Company, Inc.**STANDARD CLAIMS ADMINISTRATION AND NOTICING AGREEMENT****TERMS AND CONDITIONS**

Donlin, Recano & Company, Inc. (hereinafter called “DRC”) agrees to provide **DBS Trustee Limited in its capacity as trustee of the Eagle Hospitality Real Estate Investment Trust (the “REIT”), Eagle Hospitality Trust S1 Pte. Ltd., Eagle Hospitality Trust S2 Pte. Ltd., EHT US1, Inc., USHIL Holdco Member, LLC, and the other direct and indirect subsidiaries of the REIT as identified on the signature pages below,** including but not limited to each of the foregoing entities in the context of any and all bankruptcy cases filed by such entity (all of the foregoing entities are collectively referred to as the “Client”), and Client agrees to purchase Services, (as defined below) upon the terms and conditions and other provisions stated herein. Client agrees and understands that none of the services constitute legal advice.

1. SERVICES: DRC agrees to provide the Client with consulting services regarding noticing and claims management and reconciliation, and any other services agreed upon by the parties or otherwise required by applicable law, government regulations, or court rules or orders. A more detailed description of the types of services offered by DRC, as well as the fees charged for such services, is annexed hereto as Schedule A.

2. CHARGES: All charges shall be based upon the time and materials incurred by DRC, billed at the DRC then prevailing standard rate unless another rate schedule is specifically and mutually agreed upon herein. The entity to be billed is USHIL Holdco Member, LLC. DRC reserves its rights to adjust its standard rates in January of each year to reflect changes in the business and economic environment. In the event that rates are based other than on time and materials, and such other basis for rates is set forth herein, the Client agrees to pay, in addition to those rates, for all charges, incurred by DRC as a result of Client error or omission as determined by DRC. Such charges shall include but shall not be limited to re-runs and any additional clerical work, phone calls, travel expenses, or any other disbursements. To the extent reasonably possible, DRC will request for the Client’s approval in advance of any additional charges. Checks are accepted subject to collection and the date of collection shall be deemed the date of payment. Any check received from Client may be applied by DRC against any obligation owing by Client to DRC, and an acceptance by DRC of any partial payment shall not constitute a waiver of DRC’s right to pursue the collection of any remaining balance. DRC requires advance deposits for all noticing, newspaper publishing or other significant expenditures as defined by DRC. In addition, Client shall reimburse DRC for all actual out-of-pocket expenses reasonably incurred by DRC. The out-of-pocket expenses may include, but are not limited to, postage, delivery services, travel, meals and other similar costs and expenses. In addition to all charges for services and materials hereunder, Client shall pay to DRC all taxes, however designated, levied or based that are applicable to this Agreement or are measured directly by payments made under this Agreement and are required to be collected by DRC or paid by DRC to taxing authorities. This provision, includes but is not limited to, sales, use and excise taxes, but does not include personal property taxes or taxes based on net income. In the event the Client files for protection pursuant to chapter 11 of title 11 of the United States Code, the parties intend that DRC shall be employed pursuant to 28 U.S.C §156(c), and that all fees and expenses due under this agreement shall be paid as administrative expenses of the Client’s chapter 11 estate(s). In the event the Client’s bankruptcy case(s) is converted to a chapter 7 case(s), any unpaid fees and costs with respect to this Agreement shall be treated as a chapter 11 administrative expense claim.

3. TRANSPORTATION OF DATA: Data submitted by the Client to DRC for processing shall be transported at the Client’s risk and expense to and from the DRC office. In the event the Client fails to deliver the input data to DRC at the time scheduled, the Client agrees that DRC may extend, as necessary, the time for the completion of processing of such data. Client further agrees that the time for the completion or processing of such data may be extended because of the following holidays in addition to any Bank holidays recognized in the city in which DRC is located: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and

Donlin, Recano & Company, Inc.

Christmas Day. In any event, DRC does not warrant or represent that shipment or availability dates will be met, but will use its best efforts to do so. If DRC is required to stay open to perform required tasks on such days, an additional mutually agreed upon cost may be required by DRC.

4. EVERGREEN RETAINER & INVOICES: At the commencement of this engagement, the Client shall pay to DRC an advance payment retainer (the "Retainer") in the amount of \$40,000. The Retainer shall be an "evergreen" retainer and shall be applied to the payment of the final invoice from DRC for this engagement. DRC may apply the Retainer to any other invoice in its absolute discretion, and upon notice thereof from DRC, the Client shall replenish the Retainer. Invoices for pre-petition services shall be paid in full, and may be satisfied, in the absolute discretion of DRC, out of the Retainer, which shall be replenished upon notice thereof to the Client. DRC, in its absolute discretion, may suspend or discontinue services after filing of a petition if pre-petition invoices are not paid in full, or if the Retainer is not replenished when request therefore is made. DRC may require the Client to increase the Retainer if the average amount of monthly invoices for three consecutive months is 10% greater than the amount of the Retainer. Client shall pay the charges set forth in Schedule A, attached hereto. DRC shall invoice the Client monthly for all services rendered during the preceding month. Charges for a partial month's service shall be prorated based on a thirty (30) day month. Terms are net 45 days following the date of billing. Failure to pay any fees, costs or other amounts to DRC by the due date shall be a breach of this Agreement (a "Failure to Pay"). Notwithstanding anything else contained in this Agreement, in the event of a Failure to Pay, DRC reserves the right to withhold reports and materials of the Client, in addition to all other remedies available to DRC. Upon a Failure to Pay, DRC may assess a late charge at a rate of one and one-half percent (1-1/2%) per month or the highest rate permitted by law, whichever is less, on all unpaid amounts until paid in full. DRC shall also have the right, at its option, to terminate this agreement for non payment of invoices after 30 days from the due date of the unpaid invoices (a "Non-Payment Breach"). If the invoice amount is disputed, notice shall be given to DRC within twenty (20) days of receipt of the invoice by the Client. The undisputed portion of the invoice will remain due and payable. Late charges shall not accrue on any amounts in dispute. Notwithstanding anything contained in this agreement to the contrary, a Failure to Pay shall under no circumstances be construed as an agreement by DRC to reduce or waive DRC's fees and expenses. The Client shall not agree or otherwise consent to a unilateral reduction or waiver of DRC fees and expenses in a plan of reorganization or settlement agreement without providing written notice to DRC. Any such agreement or consent to such reduction or waiver by the Client without DRC's explicit written consent or order of the Court shall be deemed null and void and constitute a breach of this Agreement (a "Material Breach").

5. STORAGE: Client shall assume the risks and DRC shall not be responsible for any damages, liability or expenses incurred in connection with any delay in delivery of or damage to cards, disks, magnetic tapes or any input data furnished by Client unless DRC has agreed in writing to assume such responsibility. Forms storage at DRC beyond a normal 90 day supply will be billed at standard warehousing rates established by DRC.

6. E-MAIL COMMUNICATIONS: DRC and the Client and its agents acknowledge that they may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus-free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents, whether received on disk or otherwise.

7. SUPPLIES: All supplies shall be furnished at Client's expense.

Donlin, Recano & Company, Inc.

8. WARRANTY AND RELIANCE: Client acknowledges and agrees that DRC will take direction from the Client's representatives, employees, agents and/or professionals (collectively, the "Client Parties") with respect to services being provided under this Agreement. Client and DRC agree that DRC may rely upon, and the Client agrees to be bound by, any requests, advice or information provided by the Client Parties to the same extent as if such requests, advice or information were provided by the Client. DRC shall have the right to rely on the accuracy of all data provided by the Client and the Client Parties to DRC. Client is responsible for the accuracy of all programs, data and other information it submits to DRC. The DRC warranty under this agreement shall be limited to the re-running at its expense, of any inaccurate reports provided that such inaccuracies were caused solely as a result of performance hereunder and provided further that DRC shall receive written notice of such inaccuracies within thirty (30) days of delivery of such report. If said notice is not made to DRC within the prescribed time limit Client is due and liable for all charges. Client agrees that the foregoing constitutes the exclusive remedy available to it.

9. TERM: This agreement shall be effective from the date upon which it is accepted by DRC as set forth herein and shall remain in force until terminated by either party upon thirty days' written notice to the other party or by DRC upon occurrence of a Non-Payment Breach or a Material Breach, as defined in paragraph 4 above. In the event that a chapter 7 trustee, chapter 11 trustee or chapter 11 liquidating trustee is appointed, this agreement will remain in effect until an order of the Bankruptcy Court is entered discharging DRC from service and responsibility under this Agreement. The payment obligation and the indemnity obligation set forth in sections 4 and 11 herein, respectively, shall survive termination of this Agreement. In the event this Agreement is terminated, DRC shall coordinate with the Client and, to the extent applicable, the Office of the Clerk of the Bankruptcy Court, for an orderly transfer of record keeping functions and shall provide all necessary staff, services and assistance required for such orderly transfer. Client agrees to pay for such services in accordance with DRC's then existing fees for such services. If termination of this Agreement occurs following entry of an order by the Bankruptcy Court approving DRC's retention under 28 U.S.C. § 156 (c), then the Client shall immediately seek entry of an order (in form and substance reasonably acceptable to DRC) that discharges DRC from service and responsibility under this Agreement and 28 U.S.C. § 156 (c).

10. TERMS OF AGREEMENT: The terms of this Agreement prevail over any and all terms contained in Client's purchase order or authorization and no waiver, discharge, or modification of the terms of this Agreement shall bind DRC unless in writing and signed by an authorized representative of DRC.

11. INDEMNIFICATION: The Client shall indemnify and hold DRC and its affiliates, officers, directors, agents, employees, consultants, and subcontractors (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs, obligations, judgments, causes of action, charges (including, without limitation, costs of preparation and attorneys' fees) and expenses as incurred (collectively, "Losses"), arising out of or relating to (a) this Agreement or DRC's rendering of services pursuant hereto (including any erroneous instructions or information provided to DRC by the Client or the Client Parties for use in providing services under this Agreement), (b) any breach or alleged breach of this Agreement by Client, or (c) any negligence or willful or reckless actions or misconduct of Client or Client Parties with respect to this Agreement, other than Losses resulting solely from DRC's fraud, gross negligence, reckless actions or willful misconduct. Without limiting the generality of the foregoing, "Losses" includes any liabilities resulting from claims by third persons against any Indemnified Parties. The Client shall notify DRC in writing promptly of the institution, threat or assertion of any claim of which the Client is aware with respect to the services provided by DRC under this Agreement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of DRC and shall survive the termination of this Agreement until the expiration of all applicable statutes of limitation with respect to DRC's liabilities.

Donlin, Recano & Company, Inc.

12. CONFIDENTIALITY: Each of DRC and the Client, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body, it may, upon not less than five (5) business days' written notice to the other party, release the required information. Notwithstanding any other provisions of this paragraph, if the Client is required to disclose information pursuant to an order of a court of competent jurisdiction, regulatory body, or government, or is required by applicable law, regulation, or listing rules or directives of the Singapore Exchange Securities Trading Limited, it may do so without consent of or notice to the other party.

13. OWNERSHIP OF PROGRAMS: Unless otherwise agreed in writing, all programs developed by DRC in connection with any services to be performed under this Agreement shall remain the sole property of DRC. All programs and/or systems documentation in the possession of DRC which DRC has agreed in writing to return to the Client, prepared for the Client by DRC, shall be returned to the Client upon demand providing all charges for such programming and/or systems documentation have been paid in full.

14. SYSTEMS IMPROVEMENTS: DRC's policy is to provide continuous improvements in the quality of service to its clients. DRC, therefore, reserves the right to make changes in operating procedures, operating systems, programming languages, application programs, time period of accessibility, equipment, and the DRC data center serving the Client, so long as any such changes do not materially interfere with ongoing services provided to the Client in connection with the Client's chapter 11 case.

15. UNUSUAL MEASURES: Where the Client requires measures that are unusual and beyond the normal business practice and hours of DRC such as, but not limited to, CPA Audit, Errors and Omissions Insurance, and/or Off-Premises Storage of Data, the cost of such measures, if provided by DRC, shall be charged to the Client. Said charges may be required in advance if DRC deems it appropriate.

16. JURISDICTION. In the event that Client commences a case under title 11 of the United States Code, this Agreement shall be subject to approval by the United States Bankruptcy Court for the district in which the Client commences its case (the "Bankruptcy Court") and such court shall retain jurisdiction over all matters regarding this Agreement.

17. FORCE MAJEURE. Whenever performance by DRC of any of its obligations hereunder is substantially prevented by reason of any act of God, strike, lock out or other industrial or transportational disturbance, fire, lack of materials, law, regulation or ordinance, war or war conditions, or by reasons of any other matter beyond DRC's reasonable control, then such performance shall be excused and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

18. NOTICE. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier. Any such notice shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in the United States mail, or, if sent by overnight courier, one business day after delivery to such courier, as follows: if to DRC, to Donlin, Recano & Company, Inc., 6201 15th Avenue, Brooklyn, New York, New York 11219, Attention: Nellwyn Voorhies, Esq.; if to the Client, to Paul Hastings LLP, 600 Travis Street, Fifty-Eighth Floor, Houston, TX 77002, Attention: James T. Grogan, Esq.

19. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of New York (without reference to its conflict of laws provisions).

Donlin, Recano & Company, Inc.

20. SEVERABILITY. All clauses and covenants contained in this Agreement are severable and in the event any of them are held to be invalid by any court, such clause or covenant shall be valid and enforced to the maximum extent as to which it may be valid and enforceable, and this Agreement will be interpreted as if such invalid clauses or covenants were not contained herein.

21. ASSIGNMENT. This Agreement and the rights and obligations of DRC and the Client hereunder shall bind and inure to the benefit of any successors or assigns thereto.

22. GENERAL: The terms and conditions of this Agreement may be modified only upon the written agreement of the parties. Client will not employ any DRC employee within two (2) years from the termination of this Agreement. The term "this Agreement" as used herein includes any future written amendments, modifications, supplements or schedules duly executed by Client and DRC. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument. A facsimile copy, photocopy or imaged copy of this Agreement shall be considered an original copy. The Client shall file an application with the Bankruptcy Court seeking approval of this Agreement (the "Application"), the form and substance of which shall be reasonably acceptable to DRC. If an order is entered approving such Application (the "Order"), any discrepancies between this Agreement, the Application and the Order shall be controlled by the Application and Order.

23. LIMITATION OF LIABILITY: (a) Notwithstanding any provision to the contrary in this Agreement, it is hereby agreed and acknowledged that DBS Trustee Limited ("DBST") is issuing this Agreement only in its capacity as trustee of the REIT and not in its personal capacity and all references to DBST as the Client in this Agreement shall be construed accordingly. As such, notwithstanding any provision to the contrary in this Agreement, DBST has assumed all obligations under this Agreement in its capacity as trustee of EH-REIT and not in its personal capacity and any liability of or indemnity, covenant, undertaking, representation and/or warranty given or to be given by DBST as the Client under this Agreement is given by DBST in its capacity as trustee of the REIT and not in its personal capacity and any power and right conferred on any receiver, attorney, agent and/or delegate is limited to the assets of the REIT over which DBST in its capacity as trustee of the REIT has recourse and shall not extend to any personal assets of DBST or any assets held by DBST in its capacity as trustee of any other trust. Any obligation, matter, act, action or thing required to be done, performed, or undertaken or any covenant, representation, warranty or undertaking given by DBST as the Client under this Agreement shall only be in connection with the matters relating to the REIT and shall not extend to the obligations of DBST in respect of any other trust or real estate investment trust of which it is trustee.

(b) Notwithstanding any provision to the contrary in this Agreement, it is hereby agreed and acknowledged that the obligations of DBST as the Client under this Agreement will be solely the corporate obligations of DBST and there shall be no recourse against the shareholders, directors, officers or employees of DBST for any claims, losses, damages, liabilities or other obligations whatsoever in connection with any of the transactions contemplated by the provisions of this Agreement.

(c) For the avoidance of doubt, any legal action or proceedings commenced against DBST as the Client whether in Singapore or elsewhere pursuant to this Agreement shall be brought against DBST in its capacity as the trustee of the REIT and not in its personal capacity.

(iv) This section 23 shall survive the termination, rescission or completion of this Agreement.

(v) The provisions of this section 23 shall apply, mutatis mutandis, to any notice, certificate or other document which DBST as the Client issues under or pursuant to this Agreement, as if expressly set out in such

Donlin, Recano & Company, Inc.

notice, certificate or document.

Accepted and Approved:

Donlin, Recano & Company, Inc.
6201 15th Avenue
Brooklyn, New York 11219

By: Nellwyn Voorhies

Signature: 

Title: President

Date: January 6, 2021

Donlin, Recano & Company, Inc.

Accepted and Approved:

DBS Trustee Limited, in its capacity as trustee of the Eagle Hospitality Real Estate Investment Trust

By: _____
Signature:  _____
Title: Kwek Yi Lin
Date: Assistant Manager, Corporate Trust
DBS Trustee Limited

By: _____
Signature:  _____
Title: Yap Boon Lee
Date: Manager, Corporate Trust
DBS Trustee Limited

Donlin, Recano & Company, Inc.

Accepted and Approved:

EHT US1, Inc.
 USHIL Holdco Member, LLC
 14315 Midway Road Addison LLC
 44 Inn America Woodbridge Associates, L.L.C.
 5151 Wiley Post Way, Salt Lake City, LLC
 6780 Southwest FWY, Houston, LLC
 ASAP Cayman Atlanta Hotel LLC
 ASAP Cayman Dallas Galleria LLC
 ASAP Cayman Denver Tech LLC
 ASAP Cayman Houston Galleria LLC
 ASAP Cayman Salt Lake City Hotel LLC
 ASAP Cayman Woodbridge Hotel LLC
 ASAP DCP Holdings, LLC
 ASAP HHG Holdings, LLC
 ASAP Salt Lake City Hotel, LLC
 ASAP Woodbridge Hotel Holdings, LLC
 Atlanta Hotel Holdings, LLC

CI Hospitality Investment, LLC
 Sky Harbor Atlanta Northeast, LLC
 Sky Harbor Denver Holdco, LLC
 Sky Harbor Denver Tech Center, LLC
 UCCONT1, LLC
 UCF 1, LLC
 UCHIDH, LLC
 UCRDH, LLC
 Urban Commons 4th Street A, LLC
 Urban Commons Anaheim HI, LLC
 Urban Commons Bayshore A, LLC
 Urban Commons Cordova A, LLC
 Urban Commons Danbury A, LLC
 Urban Commons Highway 111 A, LLC
 Urban Commons Queensway, LLC
 Urban Commons Riverside Blvd., A, LLC
 Woodbridge Hotel Urban Renewal, L.L.C.

By: _____
 Name: Alan Tantleff
 Title: Director
 Date: 1/2/21

Eagle Hospitality Trust S1 Pte. Ltd.; Eagle Hospitality Trust S2 Pte. Ltd.; and EHT Cayman Corp Ltd.

By: _____
 Name: Alan Tantleff
 Title: Director
 Date: 1/2/21

This Agreement is subject to the terms and conditions set forth herein. Client acknowledges reading and understanding it and agrees to be bound by its terms and conditions and further agrees that it is the complete and exclusive statement of the Agreement between the parties, which supersedes all proposals oral or written and other prior communications between the parties relating to the subject matter of this Agreement.

Donlin, Recano & Company, Inc.

SCHEDULE A
Eagle Hospitality Real Estate Investment Trust
Fee Schedule

Professional Service	Hourly Rates
Executive Management	No charge
Senior Bankruptcy Consultant	\$175 - \$205
Case Manager	\$160 - \$175
Consultant/Analyst	\$130- \$155
Technology/Programming Consultant	\$95 - \$120
Clerical	\$35 - \$45
Noticing Service	
Laser Printing/ Photocopies	\$.10 per Image
Personalization/ Labels	WAIVED
Fax (Incoming)	WAIVED
Fax Noticing	\$.08 per Page
Postage and Overnight Delivery	At Cost
Electronic Noticing	WAIVED
Publication Services	At Cost
Solicitation, Balloting, Schedule/SOFA	
Print and Mail Ballots/Plan Disbursements	Print/hourly fees above – Plan/DS media varies
Set-up Tabulation & Vote Verification	\$90 - \$195 as needed
Public Securities Solicitation	\$90 - \$225 per Hour
Schedule/SOFA preparation	\$90 - \$225 per Hour
Claims Docketing and Management	
Website Development	WAIVED
Web Hosting	WAIVED
Creditor Data Storage/ Electronic Document Storage	\$.08 per record monthly
Document Imaging	\$.08 per Image
Electronic Claims filing	No Set-up charge or per claim charge
Data Room Services	
DRC DocuLinks™ Virtual Data Room Services	Hosting WAIVED
Data Room Development	\$90 per Hour
Miscellaneous	
Escrow Agent Services	Competitive Interest Rates
Out-of-Pocket Expenses (including any required travel)	At Cost
Call Center Operators	\$65 per hour