

September 24, 2018

CrossFirst Bank
2021 McKinney Avenue, Suite 800
Dallas, TX 75201
Attention: Laurie Gibson

Re: Courtyard by Marriott
3939 State Highway 6 South
College Station, TX 77845 (the "Hotel")

Dear Lender:

Marriott International, Inc. ("Franchisor") has entered into a Courtyard by Marriott Relicensing Franchise Agreement (the "Franchise Agreement") dated as of the date hereof with CS 125 Hospitality, LLC ("Franchisee"). As of this date and to the best of Franchisor's knowledge, the Franchise Agreement is in full force and effect and Franchisor has issued no notice of a default by Franchisee under the Franchise Agreement which default remains uncured as of the date hereof (the "No-Defaults Representation").

CrossFirst Bank ("Lender") and Franchisee have informed Franchisor that Lender will loan or has loaned funds that will be used for the direct benefit of the Hotel and will be secured by the Hotel (the "Loan"). Lender and Franchisee have requested that Franchisor enter into this comfort letter. Franchisee will pay Franchisor's outside legal counsel fees and expenses incurred in connection with the preparation and negotiation of this comfort letter. The undersigned parties agree as follows:

1. Franchisee Defaults. Franchisor will copy Lender on any notice of default or termination issued to Franchisee under the Franchise Agreement. Lender may, on notice to Franchisor, cure such default on Franchisee's behalf during the cure period established in the default notice. Franchisor will extend Lender's right to cure for such reasonable period beyond the cure period established in the default notice (not to exceed an additional 10 days for a monetary default or 30 days for a non-monetary default) if: (i) the default is not related to health or safety; (ii) the default is susceptible to cure by Lender; (iii) Lender notifies Franchisor of Lender's agreement to cure the default as soon as reasonably possible, but by no later than two days before expiration of the cure period established in the default notice; (iv) all fees, charges, and other amounts due Franchisor or any of its Affiliates under the Franchise Agreement or in connection with the Hotel are kept current; (v) Lender diligently pursues cure of the default; and (vi) the Hotel is at all times operated in accordance with the Franchise Agreement, except for the specific default described in the default notice.

2. Lender Foreclosure.

A. If Lender acquires the Hotel by foreclosure, a deed in lieu of foreclosure, or any other exercise of its rights as a secured lender, and Lender desires that the Hotel continue to be operated as part of the Courtyard by Marriott system of hotels, then: (i) Lender may, by notice and payment to Franchisor of a non-refundable \$5,000 application fee within 10 days after Lender's acquisition of the Hotel, request Franchisor to enter into a new franchise agreement and consent to substitute management for the Hotel; and (ii) within 30 days after such request, Lender and Franchisor will execute a new Courtyard by Marriott franchise agreement, subject to the satisfaction of the terms of Paragraph 2 and Paragraph 4. Such new franchise agreement will be dated as of the date that Lender acquired the Hotel, will be for a term equal to the then-



remaining term of the Franchise Agreement, and will otherwise be on the form of franchise agreement in Franchisor's then-current franchise disclosure document, except that Lender will not be required to pay the stated application fee or implement a typical change of ownership property improvement plan. Instead, Lender will only be required to: (a) pay the \$5,000 application fee set forth in the first sentence of this Paragraph 2.A.; (b) pay Franchisor's outside counsel costs in connection with the new franchise agreement and related agreements; (c) cure any quality, service, or other deficiency in Franchisee's prior performance of its obligations under the Franchise Agreement and under any other agreements with Franchisor and its Affiliates relating to the Hotel, but excluding any unpaid liquidated damages; and (d) comply with the renovation and upgrading requirements that are stated in the Franchise Agreement or that are otherwise required of other Courtyard by Marriott franchisees.

B. Franchisor's obligations under Paragraph 2.A. are subject to Franchisor's receipt of evidence satisfactory to Franchisor that any party with whom Franchisor enters into a franchise agreement under Paragraph 2.A., any of such party's directors, officers, and Affiliates, and any of their funding sources is not a Competitor, an Affiliate of a Competitor, or a Restricted Person.

C. If Lender acquires the Hotel by foreclosure, a deed in lieu of foreclosure, or any other exercise of its rights as a secured lender, and Lender desires that the Hotel no longer be operated as part of the Courtyard by Marriott system of hotels, Lender will notify Franchisor of such desire within 10 days after Lender's acquisition of the Hotel, cooperate with Franchisor in the removal of the Hotel from the Courtyard by Marriott system of hotels, and promptly comply with Paragraph 12.

D. Lender may designate a wholly-owned subsidiary of Lender (a "Lender Entity") to acquire the Hotel and enter into the franchise agreement referred to in Paragraph 2.A. only if such Lender Entity is not a Competitor, an Affiliate of a Competitor, or a Restricted Person. If such Lender Entity enters into such franchise agreement, Franchisor may condition its obligations under this Paragraph 2 on receipt of a performance bond or a guaranty on terms acceptable to Franchisor, in its sole discretion.

3. Receivership. If Lender has a receiver appointed for the Hotel during a foreclosure proceeding or through any exercise of its rights as a secured lender, Lender may have the Hotel operated by a management company under Paragraph 4 if: (i) Franchisor and Lender have reached agreement on the cure of any quality, service, or other deficiencies in Franchisee's prior performance of its obligations under the Franchise Agreement and under any other agreements with Franchisor and its Affiliates relating to the Hotel, but excluding any unpaid liquidated damages; (ii) Lender or the receiver enters into a franchise agreement with Franchisor on terms acceptable to Franchisor; and (iii) if the receiver is the party to the franchise agreement, (a) the receiver is specifically authorized to enter into the franchise agreement by order of the court appointing such receiver, (b) such court issues an order that requires the Hotel to be operated in accordance with state, local, and federal laws and includes such other provisions about the franchise agreement and the operation of the Hotel as may be requested by Franchisor; and (c) Franchisor receives a performance bond or a guaranty on terms acceptable to Franchisor, in its sole discretion.

4. Substitute Manager. Lender's right to propose a substitute manager for the Hotel under this comfort letter is subject to the terms of this Paragraph 4. At Lender's request, Franchisor will provide Lender a list of management companies that would be consented to by Franchisor to operate the Hotel. If possible, such list will contain at least three management companies. Franchisor may withhold its consent to any proposed management company that Franchisor determines in its Reasonable Business Judgment: (i) is not financially capable; (ii) does not have the managerial skills or operational capacity required to operate Courtyard by Marriott hotels; or (iii) is not otherwise able to comply fully with the requirements of the franchise agreement.

If at any time during Lender's ownership, control, or possession of the Hotel, the Hotel is operated by a management company not consented to by Franchisor, Franchisor may immediately terminate the Franchise Agreement, this comfort letter, and the Hotel's relationship with the Courtyard by Marriott system of hotels on notice to Lender.

5. Notification of Lender Enforcement Actions. Lender will notify Franchisor at least 10 days before Lender: (i) commences foreclosure proceedings on the Hotel; (ii) petitions for appointment of a receiver, obtains the entry of an order for relief, or takes any action under federal or state bankruptcy laws or similar laws with regard to the Hotel; (iii) accepts a deed for the Hotel in lieu of foreclosure; or (iv) takes ownership, possession, or control of the Hotel, directly or indirectly, in any manner. Such notice will identify the court in which any such action referred to in subsection (i) or subsection (ii) will be filed. Within 30 days after Lender receives notice of another party's commencement of foreclosure proceedings, filing of an action for the appointment of a receiver, or filing of a petition for relief under state or federal bankruptcy laws with regard to the Hotel, Lender will notify Franchisor of such matters.

6. No Consent to Assignment of Franchise Agreement. Any current and any future collateral assignment, pledge, grant of a security interest or other transfer to Lender or its Affiliates of any interest in the Franchise Agreement: (i) has not been and will not be consented to by Franchisor; (ii) does not and will not affect Franchisor's rights under the Franchise Agreement; (iii) does not and will not grant Lender or any other Person any rights under the Franchise Agreement or any rights relating to the license granted under the Franchise Agreement, including the right to operate the Hotel as part of the Courtyard by Marriott system of hotels; and (iv) is and will be limited by the terms of this comfort letter. Neither Lender nor Franchisee may assign or otherwise transfer any rights under this comfort letter (which is non-assignable) or under the Franchise Agreement without the prior written consent of Franchisor. Lender's only rights relating to the Franchise Agreement and the license granted under the Franchise Agreement, including the right to operate the Hotel as part of the Courtyard by Marriott system of hotels, are stated in this comfort letter.

7. Transition of Control of the Hotel. Lender, Franchisor, and Franchisee will cooperate so that any change in control of the Hotel under this comfort letter will be conducted: (i) efficiently; (ii) without inconvenience to the guests and employees of the Hotel; and (iii) in accordance with Applicable Law, including the WARN Act (29 U.S.C. §§ 2101et seq.).

8. No Claims. Franchisor may discuss with Lender or its designee the status of the Hotel, the Franchise Agreement, the terms of any agreement contemplated by this comfort letter, and any matters of which Lender is entitled to receive notice. Franchisor and its Affiliates, agents, employees, officers, directors, successors, assigns, and representatives ("Released Persons") will not be liable to any Person for taking any action or providing any information required or contemplated by this comfort letter ("Comfort Letter Acts"). On behalf of itself and its owners, Affiliates, agents, officers, directors, employees, representatives, successors, and assigns, Franchisee releases, discharges, and holds harmless the Released Persons from any and all actions, causes of action, suits, claims, demands, damages, debts, accounts, and judgments, at law or in equity, for any Comfort Letter Acts. Franchisee also represents as of this date and, to the best of its knowledge, that: (i) there is no existing default by either Franchisee or Franchisor under the Franchise Agreement; (ii) no event has occurred which, with the giving of notice or passage of time, or both, would constitute a default by either Franchisee or Franchisor under the Franchise Agreement; and (iii) Franchisee has no claims against Franchisor.

9. Notices. All notices required under this comfort letter will be: (i) in writing; (ii) delivered by hand with receipt, or by courier service with tracking capability; and (iii) addressed as stated below or at any other address designated in writing by the party entitled to receive the notice:

If to Lender, to:

CrossFirst Bank
2021 McKinney Avenue, Suite 800
Dallas, TX 75201
Attention: Laurie Gibson

If to Franchisor, to:

Marriott International, Inc.
10400 Fernwood Road
Department 52/923.27
Bethesda, Maryland 20817
Attention: Lodging Attorney

Any notice will be deemed received (i) when delivery is received or first refused, if delivered by hand or (ii) one day after posting of such notice, if sent via overnight courier.

10. No Representations or Warranties; No Third Party Beneficiary. Franchisor has not provided and, by issuing this comfort letter, is not providing: (i) any representation that it endorses, approves, or recommends the Loan or any financial projections delivered to Lender in connection with the Loan; (ii) any guarantee or assurance that Franchisee, or any other party will be able to repay the Loan; or (iii) any endorsement, approval, or recommendation of Franchisee or Franchisee's character or reputation. Because the No-Defaults Representation only covers the status of the Franchise Agreement as of the date of this comfort letter, Lender will not rely on the No-Defaults Representation as to the status of the Franchise Agreement after the date of this comfort letter. On Lender's request, Franchisor will represent to Lender, to the best of Franchisor's knowledge, whether Franchisor has issued any notice of a default by Franchisee under the Franchise Agreement, which default remains uncured as of such date, or any notice of termination under the Franchise Agreement. If Lender makes a decision (for example, to exercise any of its enforcement rights under the Loan) or issues a representation or warranty to another party (for example, in connection with a modification, securitization, or sale of the Loan) without requesting such a representation from Franchisor, then Lender may not: (i) rely on any past notice of default or termination under the Franchise Agreement; or (ii) rely on its own assumption as to the status of the Franchise Agreement (for example, on the assumption that no default exists because Lender did not receive a copy of a default notice). This comfort letter is solely for the benefit of the addressee named on the first page of this comfort letter and is not intended to create any third party beneficiary.

11. Replacement Comfort Letter. Franchisor will issue a replacement comfort letter on the form of comfort letter in Franchisor's then-current franchise disclosure document, if Lender: (A) transfers the Loan to a successor mortgagee that is a financial institution in the business of routinely financing real estate transactions, designates a trustee of a trust established in connection with the securitization of the Loan, or appoints a third-party loan servicing agent to service the Loan (each, a "Replacement Event"), provided that such transferee, designee, or appointee (i) is not a Competitor, an Affiliate of a Competitor, or a Restricted Person, and (ii) is not an Affiliate of Franchisee; and (B) provides a written request to Franchisor, no later than

90 days after the Replacement Event, to issue a replacement comfort letter, and includes in such request: (i) the name and address of the entity for which the replacement comfort letter is requested to be issued, (ii) the name, address, telephone number, and email address for the contact person for such entity, and (iii) the date of the Replacement Event. Franchisee will pay the then-current lender comfort letter processing fee for any such requests. Franchisor reserves the right to require representations and warranties or certifications that the conditions in this Paragraph 11 are met before issuing any replacement comfort letter. Any such replacement comfort letter will supersede this comfort letter.

12. Possession of the Hotel. If Lender owns, controls, or possesses the Hotel after termination of the Franchise Agreement for any reason, Lender will: (i) at Franchisor's request, immediately perform the requirements of the Franchise Agreement for de-identifying the Hotel as part of the Courtyard by Marriott system of hotels; and (ii) indemnify, defend, and hold harmless Franchisor and its Affiliates against any loss, claim, or other liability of any kind arising from or in connection with the operation of the Hotel as part of the Courtyard by Marriott system of hotels during such ownership, control, or possession. Lender's obligations under this Paragraph 12 will survive termination of this comfort letter. Nothing in the comfort letter will limit Franchisor's rights to seek legal redress for any unauthorized use of Franchisor's trademarks, service marks, or systems.

13. Termination. This comfort letter will terminate and Lender will have no rights under this comfort letter if:

(i) Lender has been taken over in any manner by any state or federal agency or is in a receivership, conservatorship, reorganization, or liquidation, or Lender or any of its officers or directors has entered into, or is subject to, a cease and desist order or any other formal or informal written agreement with a federal or state regulatory agency;

(ii) Lender no longer holds a valid first mortgage or security deed for the Hotel, unless (a) Lender has acquired the Hotel by foreclosure, deed in lieu of foreclosure, or any other exercise of its rights as a secured lender, in which case Lender will have the rights stated in Paragraph 2.A. for the period stated in such Paragraph; or (b) there has been a securitization or transfer of the Loan, in which case Lender will have the rights stated in Paragraph 11 for the period stated in such Paragraph;

(iii) the Franchise Agreement has expired by its terms;

(iv) the Franchise Agreement has been terminated, unless such a termination is the result of the timely exercise of Lender's rights under Paragraph 2 or Paragraph 3, in which case this comfort letter will terminate on the exercise or expiration of such rights, but in no event later than 45 days after such termination of the Franchise Agreement; or

(v) Lender breaches this comfort letter.

14. Effectiveness. Franchisor will have no obligations under this comfort letter unless and until Lender, Franchisee, and Franchisor have executed this comfort letter and delivered it to the other parties. This comfort letter may be executed in any number of counterparts, each of which will be deemed an original and all of which constitute one and the same instrument. Delivery of an executed signature page by electronic transmission is as effective as delivery of an original signed counterpart.

15. Interpretation of Agreement. Lender, Franchisee, and Franchisor intend that this comfort

letter excludes all implied terms to the maximum extent permitted by Applicable Law. Headings of Paragraphs are for convenience and are not to be used to interpret the Paragraphs to which they refer. Words indicating the singular include the plural and vice versa as the context may require. References to days, months, and years are all calendar references. References that a Person “will” do something mean the Person has an obligation to do such thing. References that a Person “may” do something mean the Person has the right, but not the obligation, to do so. References that a Person “may not” or “will not” do something mean the Person is prohibited from doing so. Examples used in this comfort letter and references to “includes” and “including” are illustrative and not exhaustive. If not defined in this comfort letter, capitalized terms have the meanings stated in the Franchise Agreement.

{Signatures appear on the following page}

CrossFirst Bank
Page 7

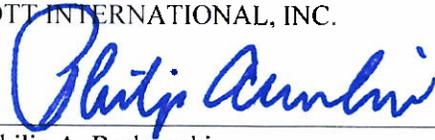
Very truly yours,

MARRIOTT INTERNATIONAL, INC.

By: _____

Name: Philip A. Borkowski

Title: Vice President, Franchising



CS 125 Hospitality, LLC

By: _____

Name: William P. Glass

Title: Manager

CrossFirst Bank

By: _____

Name: Laurie Gibson

Title: Private Banker

cc: David Manderscheid

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