

FIRST LOAN MODIFICATION AGREEMENT

THIS FIRST LOAN MODIFICATION AGREEMENT (this "**Modification**"), dated effective as of June __, 2021 (the "**Effective Date**"), is made by and among LIXI HOSPITALITY REVERE, INC., a Delaware corporation ("**Borrower**"), SHEN XIAO, an individual ("**Xiao**"), and the 2016 SHEN XIAO FAMILY TRUST (the "**Trust**"; together with Xiao, the "**Guarantor**"), and HALL REVERE, LLC, a Texas limited liability company ("**Lender**").

RECITALS

A. Borrower, among other documents, executed (i) that certain Promissory Note dated June 19, 2019 (as amended, modified or supplemented from time to time, the "**Note**"), in the amount of \$43,300,000.00 (the "**Loan**"), and (ii) that certain Construction Loan Agreement (the "**Loan Agreement**") with Lender and Guarantor dated June 19, 2019.

B. As security for repayment of the Loan, Borrower, among other things, executed that certain Mortgage, Assignment of Lease and Rents, Security Agreement and Fixture Filing, dated on or about June 19, 2019 for the benefit of Lender, which was filed as Book Number 61296, Page 289 in the Real Property Records of Suffolk County, Massachusetts (as amended, the "**Mortgage**"), covering the real property more particularly described therein (the "**Mortgaged Property**") to secure the payment of the Note and performance by Borrower of the other obligations set forth in the Loan Documents (as herein defined).

C. Each Guarantor guaranteed certain obligations under or pertaining to the Loan Documents pursuant to, among other documents, that certain (i) Guaranty Agreement dated June 19, 2019, executed by Xiao in favor of Lender (the "**Xiao Guaranty Agreement**"), and (ii) Guaranty Agreement dated June 19, 2019, executed by the Trust in favor of Lender (the "**Trust Guaranty Agreement**"; together with the Xiao Guaranty Agreement, the "**Guaranty Agreement**").

D. Borrower and Guarantor, each, have proposed to modify certain of the terms and provisions of the Note, the Loan Agreement, the Guaranty Agreement, and the other related documents executed by Borrower, Guarantor or other third parties pertaining to, evidencing or securing the Loan (collectively with this Modification, the "**Loan Documents**"), and Lender is willing to grant such modification, subject to the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender, Borrower and Guarantor each hereby agree as follows:

ARTICLE I RECITALS AND DEFINITIONS

Section 1.01. Incorporation of Recitals. The foregoing Recitals are true and correct and are hereby incorporated into and made a part of this Modification for all purposes.

Section 1.02. Definitions. Capitalized terms used in this Modification, to the extent not otherwise defined herein, shall have the same meanings as in the Loan Agreement, as amended hereby. Definitions contained in the Loan Agreement, as amended hereby, and each of the other Loan Documents, as amended hereby or of even date herewith, which identify documents, agreements or

instruments shall be deemed to include all amendments, modifications and supplements thereof and all future amendments, modifications and supplements thereto. For purposes of the defined term Loan Documents, this Modification shall be included therein.

ARTICLE II

AMENDMENTS TO LOAN DOCUMENTS

Section 2.01. Completion Date. Notwithstanding any provision contained in the Loan Documents to the contrary, the defined term in Section 2.1 of the Loan Agreement "**Completion Date**" is hereby amended in its entirety to read: "***Completion Date***: The earlier of (i) December 31, 2021, or (ii) the date set forth in the Franchise Agreement for completion and opening of the hotel". All references in the Loan Documents to the Completion Date shall mean as set forth above. In addition, Lender hereby agrees that Borrower will have one (1) option to extend the date set forth in subsection (i) of the definition of "Completion Date" in the Loan Agreement, as amended hereby, by two (2) months to February 28, 2022 (the "**Completion Date Extension**"). With the Completion Date Extension, (i) Borrower will provide written notice to Lender of its option to exercise the Completion Date Extension no later than seven (7) days prior to the expiration of the then current Completion Date, (ii) Borrower will pay to Lender the amount of \$108,250.00 (the "**Completion Date Extension Fee**") on or prior to the expiration of the then current Completion Date, (iii) Borrower will provide evidence from Franchisor regarding approval of the Completion Date Extension, (iv) Borrower will deposit with Lender an additional \$370,000.00, which will be deposited into the Interest Reserve and will only be made available to Borrower and utilized to make monthly interest payments on the Loan that become due and payable; provided, however, draws for such payments will be made pursuant to and subject to the limitations for releasing the Interest Reserve Payments set forth in Section 6.1(a) of the Loan Agreement, and (v) Borrower will pay any and all costs and expenses incurred by Lender in connection with the Completion Date Extension, including without limitation, reasonable attorneys' fees and expenses, and any fees owed by Lender to its leverage lender in connection with this Completion Date Extension. Notwithstanding the foregoing, Lender and Borrower hereby acknowledge and agree that in connection with this Modification, the amount of \$108,250.00 (the "**Modification Fee**") shall be paid by Borrower to Lender. The Modification Fee is in addition to the Completion Date Extension Fee, which shall be due if the Completion Date Extension is exercised as set forth above. In addition, the 24-month restriction set forth in Section 6.1(a) of the Loan Agreement is hereby deleted, which will now allow for funds in the Interest Reserve to be used as set forth in Section 6.1(a) of the Loan Agreement until the Maturity Date.

ARTICLE III

CONDITIONS PRECEDENT

Section 3.01. Conditions Precedent. The effectiveness of this Modification is subject to the satisfaction of the following conditions precedent, each of which shall be in form and substance satisfactory to Lender unless specifically waived by Lender:

(a) Lender shall have received a fully executed original of (i) this Modification, and (ii) Memorandum of First Loan Modification Agreement (collectively, the "**Loan Modification Documents**");

(b) Borrower will provide evidence from Franchisor regarding approval of the Completion Date, as amended herein; ~~PLEASE PROVIDE~~

(c) Lender shall have received the Modification Fee;

(d) Lender shall have received evidence reasonably satisfactory to Lender that, contemporaneously with the execution and delivery hereof, Borrower shall cause, at Borrower's sole cost and expense, the Title Insurer to issue the applicable modification endorsement (the "**Endorsement**") with respect to the Title Policy and evidence that the Title Policy is clear of any and all mechanic's liens;

(e) Borrower herein agrees to and will pay in full, upon request, any and all costs and expenses incurred by Lender in connection with the transaction described herein, including without limitation, reasonable attorneys' fees and expenses, and fees for the Title Insurer, including the cost for the Endorsement, and any fees owed by Lender to its leverage lender in connection with this Modification (the "**Leverage Loan Modification Fee**"). The Leverage Loan Modification Fee will be paid to Lender on or before the Effective Date;

(f) No Event of Default shall be continuing (other than any Event of Default this Modification is intended to cure); and

(g) All authorizations of Borrower and its Affiliates obtained in connection with the transactions contemplated by this Modification and all documents, instruments and other legal matters incident thereto, shall be reasonably satisfactory to Lender;

ARTICLE IV **RATIFICATIONS, REPRESENTATIONS, WARRANTIES AND WAIVER**

Section 4.01. Ratifications. The terms and provisions set forth in this Modification shall modify and supersede all inconsistent terms and provisions set forth in the Loan Agreement and each other Loan Document and, except as expressly modified and superseded by this Modification and the other documents of even date herewith, Borrower and Guarantor each hereby acknowledge, ratify, reaffirm and agree that the Loan Agreement and each of the other Loan Documents and the first priority, perfected liens and security interests created by the Mortgage for the benefit of Lender in the Mortgaged Property as described in the Mortgage, are and shall remain in full force and effect and binding on Borrower and Guarantor (as applicable), and are enforceable in accordance with their respective terms and applicable law. Borrower and Guarantor each hereby ratify and reaffirm all of the terms and provisions of the Loan Documents, as amended hereby or of even date herewith, which are incorporated by reference as of the date hereof as if set forth herein including, without limitation, all promises, agreements, warranties, representations, covenants, releases, and indemnifications contained therein.

Section 4.02. Representations and Warranties. Borrower and Guarantor, each hereby represents and warrants to Lender as follows:

(a) The execution, delivery and performance of this Modification and any and all other Loan Documents executed and delivered in connection herewith have been authorized by all requisite corporate action, and do not and will not conflict with or violate any provision of any applicable laws, rules, regulations or decrees, the articles of incorporation or bylaws or other organizational documents of Borrower or Guarantor or any agreement, document, judgment, license, order or permit applicable to or binding upon Borrower or Guarantor or their respective assets. No consent, approval, authorization or order of, and no notice to or filing with, any court or governmental authority or third person is required in connection with the execution, delivery or performance of this Modification or to consummate the transactions contemplated hereby;

(b) The representations and warranties contained in the Loan Agreement, as amended hereby, and each of the other Loan Documents are true and correct in all material respects on and

as of the date hereof as though made on and as of the date hereof, except to the extent such representations and warranties relate to an earlier date;

(c) Borrower and Guarantor are in full compliance with all covenants and agreements contained in the Loan Agreement, as amended hereby, and each of the other Loan Documents;

(d) Borrower has not amended its certificate of formation, operating agreement, trust agreement or any other organizational documents since the date of the execution of the Loan Agreement; and

(e) None of the Borrower Parties nor any holder of a direct or indirect interest in the Borrower Parties is a Foreign Person (as defined by the Committee for Foreign Investments in the United States ("**CFIUS**") regulations), or to the extent any Borrower Party or holder of a direct or indirect interest in the Borrower Parties is a Foreign Person, it is in compliance with CFIUS regulations.

Section 4.03. Acknowledgment. Except as otherwise specified herein, the terms and provisions hereof shall in no manner impair, limit, restrict, or otherwise affect the obligations of Borrower or any third party to Lender, as evidenced by the Loan Documents. Borrower and Guarantor hereby acknowledge, agree and represent that (i) Borrower is indebted to Lender pursuant to the terms of the Note; (ii) the liens, security interests and assignments created and evidenced by the Loan Documents are, respectively, valid and subsisting liens, security interests and assignments of the respective dignity and priority recited in the Loan Documents; (iii) there are no claims or offsets against, or defenses or counterclaims to the terms or provisions of the Loan Documents, and the other obligations created or evidenced by the Loan Documents, including without limitation for usury or otherwise; (iv) Borrower and Guarantor have no claims, offsets, defenses or counterclaims arising from any of Lender's acts or omissions including any claims arising out of or related to the Project, the Loan Documents or Lender's performance under the Loan Documents or with respect to the Project; (v) the representations and warranties contained in the Loan Documents are true and correct representations and warranties of Borrower and third parties, as of the date hereof, except to the extent such representations and warranties relate to an earlier date; and (vi) to Borrower and Guarantor's knowledge, Lender is not in default and no event has occurred which, with the passage of time, giving of notice, or both, would constitute a default by Lender of Lender's obligations under the terms and provisions of the Loan Documents. Lender has not waived and is not by this Modification waiving any defaults or Events of Default which presently exist and may be continuing on the date hereof or any defaults or Events of Default which may occur after the date hereof. Borrower and Guarantor, each acknowledge and agree that Lender is not in default and that no prior action or failure to act by or on behalf of Lender has or will give rise to any cause of action or other claim against Lender for breach of the Loan Agreement, Guaranty Agreement, the Loan Documents or otherwise.

Section 4.04. Joinder of Guarantor. By the execution and delivery hereof, each Guarantor (i) acknowledges and consents to the terms and provisions hereof, (ii) ratifies and confirms the Guaranty Agreement, including all interest and costs of collection, to and for the benefit of Lender, (iii) agrees that the Guaranty Agreement is and shall remain in full force and effect, and the terms of the Guaranty Agreement cover and pertain to the Loan, Note, Mortgage, and other Loan Documents, as amended, (iv) acknowledges that there are no claims or offsets against, or defenses or counterclaims to, the terms and provisions of and the obligations created and evidenced by the Guaranty Agreement, (v) certifies that the representations and warranties contained in the Guaranty Agreement remain true and correct representations and warranties of Guarantor as of the date hereof, except to the extent such representations and warranties relate to an earlier date and (vi) acknowledges that Lender has satisfied and performed its covenants and obligations under the Guaranty Agreement and the Loan Documents (if

any), and that no prior action or failure to act by or on behalf of Lender has or will give rise to any cause of action or other claim against Lender for breach of the Guaranty Agreement, the Loan Documents or otherwise.

Section 4.05. Modification. Borrower and Guarantor each hereby ratify in full all of its indebtedness, liabilities and obligations to Lender arising under each of the Loan Documents, and hereby acknowledge and agree that this Modification shall not constitute a novation or otherwise extinguish the indebtedness evidenced by the Loan Documents, as amended hereby or of even date herewith, and the obligations thereof and hereof shall be paid in accordance with the terms and conditions herein and in the Loan Documents, as amended hereby or of even date herewith. Borrower and Guarantor each acknowledge and agree that the current indebtedness ~~is~~ as of June ~~18~~, 2021, is equal to \$22,023,139.72 in the outstanding principal amount of \$ _____, plus accrued and unpaid interest thereon, which is unconditionally owed by Borrower to Lender without offset, defense or counterclaim of any kind, nature or description whatsoever. Each Guarantor hereby consents and agrees (a) to the terms of this Modification and each other document, instrument and agreement executed by Borrower, Guarantor or any other party in connection herewith; (b) that the Guaranty Agreement to which it is a party, as may amended hereby, are and shall remain in full force and effect and shall continue to be the legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with their terms; (c) that none of the Loan Documents to which it is a party is subject to any claims, defenses or offsets; (d) that nothing contained in this Modification or any other Loan Document shall adversely affect any right or remedy of Lender hereunder or thereunder; and (e) that the execution and delivery of this Modification shall in no way reduce, impair or discharge any indebtedness, liability or obligation of the Borrower or Guarantor under any of the Loan Documents and shall not constitute a waiver by Lender of any of Lender's rights hereunder or thereunder.

ARTICLE V MISCELLANEOUS

Section 5.01. Survival of Representations and Warranties. All representations and warranties made in the Loan Agreement and the other Loan Documents, including, without limitation, any other document or documents furnished in connection therewith or with this Modification, shall survive the execution and delivery of this Modification and the other Loan Documents, and no investigation by Lender or any closing shall affect the representations and warranties or the right of Lender to rely upon them.

Section 5.02. Expenses of Lender. As provided in the Loan Agreement, Borrower will reimburse Lender for all actual out-of-pocket costs, fees, and expenses incident to the Loan Documents or any transactions contemplated thereby, including, without limitation, all recording fees, all recording taxes, and the reasonable fees and disbursements of counsel for Lender for negotiation and preparation of this Modification, preparation and review of other documents, and providing of other legal services, from time to time, in connection therewith and thereafter for services, all of which shall be and become a part of the Indebtedness.

Section 5.03. RELEASE AND COVENANT NOT TO SUE. EACH OF BORROWER AND GUARANTOR (IN THEIR OWN RIGHT AND ON BEHALF OF THEIR RESPECTIVE DIRECTORS, OWNERS, OFFICERS, EMPLOYEES, AFFILIATES, MANAGERS, MEMBERS, SHAREHOLDERS, PARTNERS, INDEPENDENT CONTRACTORS, ATTORNEYS AND AGENTS) (THE "**RELEASING PARTIES**"), JOINTLY AND SEVERALLY, UNCONDITIONALLY RELEASES, ACQUITS, AND FOREVER DISCHARGES LENDER AND THEIR DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS, MEMBERS, MANAGERS, EMPLOYEES, AFFILIATES, INDEPENDENT CONTRACTORS, ATTORNEYS AND AGENTS (COLLECTIVELY, THE

"RELEASED PARTIES"), TO THE FULLEST EXTENT PERMITTED BY APPLICABLE STATE AND FEDERAL LAW, FROM ANY AND ALL ACTS AND OMISSIONS OF THE RELEASED PARTIES, AND FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, COUNTERCLAIMS, DEMANDS, CONTROVERSIES, COSTS, DEBTS, SUMS OF MONEY, ACCOUNTS, RECKONINGS, DAMAGES, OBLIGATIONS, LIABILITIES, OF ANY NATURE, TYPE, OR DESCRIPTION WHICH THE RELEASING PARTIES NOW HAVE, WHETHER OR NOT IN CONNECTION WITH OR RELATED TO THE LOAN DOCUMENTS, THIS MODIFICATION, AT LAW OR IN EQUITY, IN CONTRACT IN TORT, OR OTHERWISE, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED (COLLECTIVELY, THE **"RELEASED CLAIMS"**). THE RELEASING PARTIES FURTHER AGREE TO LIMIT ANY DAMAGES THEY MAY SEEK IN CONNECTION WITH ANY CLAIM OR CAUSE OF ACTION, IF ANY, TO EXCLUDE ALL PUNITIVE AND EXEMPLARY DAMAGES, DAMAGES ATTRIBUTABLE TO LOST PROFITS OR OPPORTUNITY, DAMAGES ATTRIBUTABLE TO MENTAL ANGUISH, AND DAMAGES ATTRIBUTABLE TO PAIN AND SUFFERING, AND THE RELEASING PARTIES DO HEREBY WAIVE AND RELEASE ALL SUCH DAMAGES WITH RESPECT TO ANY AND ALL CLAIMS OR CAUSES OF ACTION WHICH MAY ARISE AT ANY TIME AGAINST ANY OF THE RELEASED PARTIES. THE RELEASING PARTIES REPRESENT AND WARRANT THAT NO FACTS EXIST WHICH COULD, PRESENTLY OR IN THE FUTURE, SUPPORT THE ASSERTION OF ANY OF THE RELEASED CLAIMS AGAINST THE RELEASED PARTIES. THE RELEASING PARTIES FURTHER COVENANT NOT TO SUE THE RELEASED PARTIES ON ACCOUNT OF ANY OF THE RELEASED CLAIMS, AND EXPRESSLY WAIVE ANY AND ALL DEFENSES THEY MAY NOW HAVE IN CONNECTION WITH THEIR INDEBTEDNESS, LIABILITIES AND OBLIGATIONS UNDER THE LOAN DOCUMENTS AND THIS MODIFICATION. THIS SECTION 5.03 IS IN ADDITION TO AND SHALL NOT IN ANY WAY LIMIT ANY OTHER RELEASE, COVENANT NOT TO SUE, OR WAIVER BY THE RELEASING PARTIES IN FAVOR OF THE RELEASED PARTIES.

Section 5.04. INDEMNITY. EACH OF THE RELEASING PARTIES SHALL, AT THEIR SOLE COST AND EXPENSE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, PENALTIES, ACTIONS, JUDGMENTS, SUITS, CLAIMS, COSTS, EXPENSES AND DISBURSEMENTS OF ANY KIND OR NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THE REASONABLE FEES AND DISBURSEMENTS OF COUNSEL FOR THE RELEASED PARTIES IN CONNECTION WITH ANY INVESTIGATIVE, ADMINISTRATIVE OR JUDICIAL PROCEEDING COMMENCED OR THREATENED, WHETHER OR NOT THE RELEASED PARTIES SHALL BE DESIGNATED A PARTY THERETO), THAT MAY BE IMPOSED ON, INCURRED BY, OR ASSERTED AGAINST THE RELEASED PARTIES IN ANY MANNER RELATING TO OR ARISING OUT OF ANY BREACH OR ANY MATERIAL MISREPRESENTATION CONTAINED IN THIS MODIFICATION OR ANY LOAN DOCUMENT (COLLECTIVELY, THE **"INDEMNIFIED LIABILITIES"**); PROVIDED, HOWEVER, THE RELEASING PARTIES SHALL HAVE NO OBLIGATION HEREUNDER TO THE EXTENT THAT SUCH INDEMNIFIED LIABILITIES ARISE FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTIES AND IN NO EVENT SHALL BORROWER BE LIABLE TO LENDER FOR LOST PROFITS FROM OTHER BUSINESS ARRANGEMENTS OR CONTRACTS OR ANY OTHER CONSEQUENTIAL DAMAGES NOT OTHERWISE SET FORTH IN THE LOAN AGREEMENT. TO THE EXTENT THAT THE UNDERTAKING TO INDEMNIFY, DEFEND AND HOLD HARMLESS SET FORTH IN THE PRECEDING SENTENCE MAY BE UNENFORCEABLE BECAUSE IT VIOLATES ANY LAW OR PUBLIC POLICY, THE RELEASING PARTIES SHALL PAY THE MAXIMUM PORTION THAT IT IS PERMITTED TO PAY AND SATISFY UNDER APPLICABLE LAW TO THE PAYMENT AND SATISFACTION OF ALL INDEMNIFIED LIABILITIES INCURRED BY THE RELEASED PARTIES. THE

OBLIGATIONS AND LIABILITIES OF THE RELEASING PARTIES UNDER THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS MODIFICATION.

Section 5.05. Severability. Any provision of this Modification held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Modification and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

Section 5.06. APPLICABLE LAW. IRRESPECTIVE OF THE PLACE OF EXECUTION AND/OR DELIVERY, THIS MODIFICATION SHALL BE DEEMED TO BE A CONTRACT ENTERED INTO PURSUANT TO THE LAWS OF THE STATE OF TEXAS AND SHALL IN ALL RESPECTS BE GOVERNED, CONSTRUED, APPLIED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS), PROVIDED HOWEVER, THAT WITH RESPECT TO THE CREATION, PERFECTION, PRIORITY AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED BY THE LOAN DOCUMENTS, THE LAWS OF THE STATE WHERE THE PROJECT IS LOCATED SHALL APPLY.

Section 5.07. WAIVER OF JURY TRIAL. BORROWER, GUARANTOR AND LENDER EACH IRREVOCABLY AND EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, COUNTERCLAIM OR PROCEEDING (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS MODIFICATION AND THE OTHER LOAN DOCUMENTS OR RELATING THERETO OR ARISING FROM THE LENDING RELATIONSHIP WHICH IS THE SUBJECT OF THIS MODIFICATION AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

Section 5.08. Successors and Assigns. This Modification is binding upon and shall inure to the benefit of Lender, Guarantor and Borrower and their respective successors and assigns, except neither the Borrower nor Guarantor may assign or transfer any of their rights or obligations hereunder without the prior written consent of Lender.

Section 5.09. Counterparts. This Modification may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Modification by facsimile shall be equally as effective as delivery of an executed original counterpart and shall constitute a covenant to deliver an executed original counterpart, but the failure to do so shall not affect the validity, enforceability and binding effect of this Modification.

Section 5.10. Effect of Waiver. No consent or waiver, express or implied, by Lender to or for any breach of or deviation from any covenant or condition of the Loan Agreement shall be deemed a consent or waiver to or of any other breach of the same or any other covenant, condition or duty. Except as may be expressly set forth herein, nothing contained in this Modification shall prejudice, act as, or be deemed to be a waiver of any right or remedy available to Lender by reason of the occurrence or existence of any fact, circumstance or event constituting a default under the Note or the other Loan Documents.

Section 5.11. Headings. The headings, captions, and arrangements used in this Modification are for convenience only and shall not affect the interpretation of this Modification.

Section 5.12. **FINAL AGREEMENT.** THE LOAN AGREEMENT, AS AMENDED HEREBY, AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL, ENTIRE AGREEMENT BETWEEN THE PARTIES RELATED TO THE SUBJECT MATTER HEREOF, AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATED TO THIS MODIFICATION, AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

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IN WITNESS WHEREOF, Borrower, Guarantor and Lender have caused this Modification to be executed effective as of the Effective Date.

BORROWER:

LIXI HOSPITALITY REVERE, INC.,
a Delaware corporation

By: _____
Name: Shen Xiao
Title: President and Treasurer

GUARANTOR:

SHEN XIAO, individually

2016 SHEN XIAO FAMILY TRUST

By: _____
SHEN XIAO, as Trustee, and not individually

By: _____
LING LIU, as Trustee, and not individually

LENDER:

HALL REVERE, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

Document comparison by Workshare Compare on Monday, June 21, 2021
9:07:04 AM

Input:	
Document 1 ID	netdocuments://4837-2021-3227/2
Description	First Loan Modification Agreement - Boston
Document 2 ID	netdocuments://4837-2021-3227/3
Description	First Loan Modification Agreement - Boston
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
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Padding cell	

Statistics:	
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Moved to	0
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Format changes	0
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