

BILL OF SALE

WHEREAS, on March 11, 2026, DOF IV Reit Holdings, LLC (the “Secured Creditor”), as the secured creditor of Baltimore Hotel XLV Owner, LLC (the “Debtor”), did sell at public auction the “Personal Property” of the Debtor which is more particularly described in the Legal Advertisement attached hereto as Exhibit A and incorporated herein by reference (referred to collectively herein as the “Personal Property”) pursuant to the Maryland Uniform Commercial Code-Secured Transactions, Commercial Law Article, Annotated Code of Maryland (the “Uniform Commercial Code”) and certain documents and agreements executed by the Debtor for the benefit of the Secured Creditor and various financing statements filed by the Secured Creditor against the Debtor (collectively, the “Security Documents”); and

WHEREAS, _____ (“Purchaser”) was the highest bidder for the Personal Property at the above referenced public auction with a bid of _____ (\$ _____) (the “Purchase Price”), as set forth in a Memorandum of Purchase of Personal Property at Public Auction dated March 11, 2026 executed by and between the Purchaser and Atlantic Auctions, Inc., the auctioneer conducting the public auction of the Personal Property on behalf of the Secured Creditor (the “Memorandum of Purchase”); and

WHEREAS, the Purchase Price for the Personal Property has been fully paid by the Purchaser to the Secured Creditor in immediately available funds.

NOW, THEREFORE, THIS BILL OF SALE WITNESSETH that pursuant to the Uniform Commercial Code and the Security Documents, the Secured Creditor, for and in consideration of the foregoing premises, the receipt and adequacy of which are hereby acknowledged, hereby sells, quit claims, conveys and transfers unto the Purchaser, all right, title and interest which the Secured

Creditor possesses or may have by virtue of the Secured Creditor being a secured creditor of the Debtor, in and to the Personal Property.

THE PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT THE PERSONAL PROPERTY IS BEING CONVEYED BY THE SECURED CREDITOR TO THE PURCHASER (A) IN AN “AS IS” “WHERE IS” CONDITION AND WITH ALL FAULTS, (B) WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, FROM THE SECURED CREDITOR, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES OF TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE, AND (C) SUBJECT TO ALL SENIOR LIENS, ENCUMBRANCES, CHARGES, CONDITIONS, RESTRICTIONS, RIGHTS OF REDEMPTION AND AGREEMENTS OF RECORD AFFECTING THE SAME, IF ANY.

This Bill of Sale confirms a sale made by the Secured Creditor to the Purchaser pursuant to the Uniform Commercial Code with respect to the Personal Property. The Secured Creditor neither covenants nor agrees to defend title to the Personal Property hereby transferred, and the Secured Creditor transfers to the Purchaser only such title in the Personal Property as the Secured Creditor may have or convey as a secured creditor of the Debtor pursuant to the Uniform Commercial Code and applicable law.

TO HAVE AND TO HOLD the same unto the Purchaser and the Purchaser's successors and assigns forever.

IN WITNESS WHEREOF, the Secured Creditor has caused this Bill of Sale to be executed, sealed and delivered on this _____ day of _____, 2026.

SECURED CREDITOR:

DOF IV REIT HOLDINGS, LLC,
a Delaware limited liability company

By: _____ (SEAL)
Name: _____
Title: _____

PURCHASER:

_____,
a _____

By: _____ (SEAL)
Name: _____
Title: _____

EXHIBIT A