

SIXTH AMENDED AND RESTATED FORBEARANCE AGREEMENT

This SIXTH AMENDED AND RESTATED FORBEARANCE AGREEMENT (collectively with the Acceptance, Consent, and Release executed by the Guarantors (defined herein), the "Sixth Amended Forbearance Agreement") dated on the Effective Date as defined herein by and among James C. Justice II, having a principal residence at 208 Dwyer Lane, Lewisburg, West Virginia 24901 ("Borrower"), and JPMorgan Chase Bank, National Association, with offices at 270 Park Avenue, New York, New York 10017 ("Lender").

Background

Lender has made loans, advances, and/or other financial accommodations to Borrower pursuant to that certain Third Amended and Restated Secured Term Promissory Note, dated as of January 1, 2017, in the original principal amount of \$52,019,527.16 (the "Note"). The Note amends, restates, replaces, consolidates and supersedes the Prior Notes (as defined in the Note), including without limitation the Second Amended and Restated Secured Term Promissory Note dated as of June 15, 2016 in the original principal amount of \$52,019,527.16, together with the Amended and Restated Secured Term Promissory Note dated as of March 28, 2014 in the original principal amount of \$142,000,000.

As security for the Note, Borrower and Guarantors (defined herein) executed and delivered certain collateral Deeds of Trust (collectively, the "Deeds of Trust") and guaranties securing the Loan (collectively, the "Guaranties"), including but not limited to the following: (1) Deed of Trust dated as of November 26, 2014 and given by Greenbrier Hotel Corporation unto David M. Moore, Trustee, in the amount of \$142,000,000.00 and recorded in Trust Deed Book 740 at Page 625 in the County of Greenbrier, as to the certain tracts or parcels of land situated in White Sulphur District, Greenbrier County, West Virginia; (2) Deed of Trust dated March 11, 2014 and given by GSR, LLC to Chud Dollison, Trustee, in the amount of \$142,000,000.00 and recorded in Trust Deed Book 5054, at Page 8283 in the County of Raleigh, as to the certain tracts or parcels of land situated in Shady Spring District, Raleigh County, West Virginia; and (3) Deed of Trust dated as of March 25, 2014 and given by Justice Holdings LLC to Chud Dollison, Trustee, in the amount of \$142,000,000.00 and recorded in Trust Deed Book 5054, at Page 8280 in the County of Raleigh, as to the certain tracts or parcels of land situated in Shady Spring District and Richmond District, Raleigh County, West Virginia.

Various Events of Default now exist under the Note, the Facility Documents, and the Collateral Documents (as such terms are defined in the Note) (collectively, the Note, the Amended Note (as defined herein) the Facility Documents and the Collateral Documents shall mean the "Loan Documents"), including, without limitation, such defaults as are listed on the "Schedule of Designated Defaults" annexed hereto (the "Designated Defaults"). Nothing herein is intended to be, or shall be deemed or construed to be, a waiver of the Designated Defaults or any other Events of Default that may exist or may have occurred prior to the date of this Sixth Amended Forbearance Agreement. Due to the existing Events of Default, Lender has no obligation to make any additional loans or advances, and has the full legal right to exercise its rights and remedies under the Loan Documents. Borrower has

requested that Lender forbear for a period of time from exercising its rights and remedies under the Loan Documents. Lender is prepared to establish such a period of forbearance on the terms and conditions set forth below, solely to the extent specifically provided herein, and upon the satisfaction of the conditions precedent set forth below.

Borrower and Lender are parties to a forbearance agreement dated as of March 29, 2018 (the "Forbearance Agreement"), as amended by that certain Amended and Restated Forbearance Agreement dated as of April 30, 2019 (the "First Amended Forbearance Agreement"), that certain Second Amended and Restated Forbearance Agreement dated as of January 6, 2020 (the "Second Amended Forbearance Agreement"), that certain Third Amended and Restated Forbearance Agreement dated as of November 16, 2020 (the "Third Amended Forbearance Agreement"), and that certain Fourth Amended and Restated Forbearance Agreement dated as of March 18, 2021 (the "Fourth Amended Forbearance Agreement"), and that certain Fifth Amended and Restated Forbearance Agreement dated as of December 27, 2021 (the "Fifth Amended Forbearance Agreement," and together with the Forbearance Agreement, and the First Amended Forbearance Agreement, the Second Amended Forbearance Agreement, the Third Amended Forbearance Agreement, and the Fourth Amended Forbearance Agreement, collectively referred to as the "Prior Agreement"). The parties now wish to amend and restate the Prior Agreement in its entirety as set forth herein.

Agreement

NOW, THEREFORE, in consideration of any loan, advance, grant of credit, or financial accommodation heretofore or hereafter made to or for the account of Borrower by Lender, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** All capitalized terms not otherwise defined herein shall have the meanings given to them in the Note and Amended Note.

2. **Acknowledgements.** Borrower acknowledges the occurrence and existence of the Designated Defaults. Borrower acknowledges and agrees that (a) he is in default of his obligations to Lender under the Loan Documents, (b) pursuant to the terms of the Loan Documents, Lender has no further obligations, contractual or otherwise, to continue to make loans, advances, and/or financial accommodations to Borrower, (c) pursuant to the Note, the Note matured and became fully due on December 31, 2018, and (d) pursuant to the terms of the Loan Documents, Lender has the present and absolute right, among other things, to declare the principal amount of the Note, and all other amounts payable under the Note, to be immediately due and payable, and to enforce its rights under the Loan Documents. Borrower hereby affirms and acknowledges that as of **November 30, 2023** the principal amount of **\$25,119,527.16** (the "Amount Due") plus accrued interest to **November 30, 2023** calculated at the Default Rate in the aggregate amount of **\$13,808,762.30**, (plus additional attorneys' fees that continue to accrue), are due and owing to Lender under the Loan Documents. Borrower further affirms and acknowledges that the Amount Due, plus all other indebtedness and/or obligations of the Borrower under the Loan Documents (collectively,

the "Obligations") are due and owing without defense, offset, claim or counterclaim of any kind or nature whatsoever, and the Loan Documents and all other agreements, documents, and instruments executed and/or delivered by Borrower arising from or related to the Loan Documents are and shall continue to be legal, valid, and binding obligations and agreements of Borrower enforceable in accordance with their respective terms.

3. **Forbearance Period.**

(a) During the period commencing on the Effective Date of this Sixth Amended Forbearance Agreement (as per Section 17) and ending on the earlier of **September 30, 2024 or the date of any Forbearance Default (as defined below)** (the "Forbearance Period"), Lender shall forbear from exercising its rights and remedies under the Loan Documents solely with respect to the Designated Defaults or as otherwise provided for in this Sixth Amended Forbearance Agreement, provided no Forbearance Default has occurred. Such forbearance shall not derogate from Lender's rights to collect, receive, and/or apply proceeds of any Collateral to any Obligations as may be specifically provided in the Loan Documents.

(b) All Obligations (including without limitation monthly interest payments) due during the Forbearance Period shall be paid when due per this Sixth Amended Forbearance Agreement and the Loan Documents without any setoff, reduction, deduction, counterclaim, or defense and without the need for any demand or notice by Lender and notwithstanding any future compliance by Borrower with any provisions of the Loan Documents (including the provisions giving rise to the Designated Defaults).

4. **Borrower's Waivers.** Borrower waives and affirmatively agrees not to allege or otherwise pursue any or all defenses, affirmative defenses, counterclaims, claims, causes of action, setoffs or other rights that it may have, as of the Effective Date hereof, to contest (a) any Defaults or Events of Default which were or could have been declared by Lender on the date of this Sixth Amended Forbearance Agreement, (b) any provision of the Loan Documents or this Sixth Amended Forbearance Agreement, (c) Lender's right to all rents, issues, profits and proceeds from the Collateral, (d) any matter acknowledged by Borrower in Section 2 of this Sixth Amended Forbearance Agreement, (e) Lender's liens on the Collateral, including without limitation the validity, extent, priority, perfection and enforceability thereof, in any property, whether real or personal, tangible or intangible, or any right or other interest, now or hereafter arising in connection with the Collateral, or (f) Lender's conduct in administering and executing the lending arrangements by and between Borrower and Lender.

5. **Borrower's Releases and Covenant Not to Sue.** Borrower hereby releases, remises, acquits and forever discharges Lender and its respective employees, agents, representatives, consultants, attorneys, fiduciaries, servants, officers, directors, partners, predecessors, successors and assigns, subsidiary corporations, parent corporations, and related corporate divisions (all of the foregoing hereinafter called the "Released Parties"), from any and all actions and causes of action, judgments, executions, suits, debts, claims, demands, obligations, damages and expenses of any and every character, known or unknown, direct and/or indirect, at law or in equity, of whatsoever kind or nature, whether known or

unknown, actual or contingent, for or because of any matter or things done, omitted or suffered to be done by any of the Released Parties prior to and including the date of execution of this Sixth Amended Forbearance Agreement, and in any way directly or indirectly arising out of or in any way connected to this Sixth Amended Forbearance Agreement or the Loan Documents (all of the foregoing hereinafter called the "Released Matters"). Borrower acknowledges that the agreements in this paragraph are intended to be in full satisfaction of all or any of his alleged injuries or damages arising in connection with the Released Matters.

By signing this Sixth Amended Forbearance Agreement, Borrower represents that he has not and will not in the future assert any claim, or commence any lawsuit, action or proceeding against the Released Parties related to or concerning the Released Matters, and that further he will not seek or be entitled to any legal or equitable relief in any action or proceeding that may be commenced. This constitutes a "covenant not to sue". Borrower further agrees never to sue or assert any claim against any of the Released Parties in any forum for any reason related to or concerning the Released Matters. Notwithstanding this covenant not to sue, Borrower may bring a claim against Lender if necessary to enforce his expressly stated rights hereunder.

6. **Borrower's Representations and Warranties.** Borrower hereby represents and warrants as follows:

(a) this Sixth Amended Forbearance Agreement and the Loan Documents as amended and restated as per Schedule A attached hereto (defined below as the "Amended Note") are and shall continue to be legal, valid, and binding obligations of Borrower and are enforceable against Borrower in accordance with their respective terms;

(b) with the exception of the Designated Defaults, upon the effectiveness of this Sixth Amended Forbearance Agreement, Borrower hereby reaffirms all covenants, representations and warranties made in the Loan Documents and agrees that all such covenants, representations and warranties shall be deemed to have been remade and are true and correct in all material respects as of the Effective Date of this Sixth Amended Forbearance Agreement, except for such representations and warranties which, by their terms, are only made as of a previous date;

(c) Borrower's execution, delivery, and performance of this Sixth Amended Forbearance Agreement does not and will not (1) violate any law, rule, regulation or court order to which Borrower is subject, (2) conflict with or result in a breach of any agreement or instrument to which Borrower is a party or by which it or its properties are bound, or (3) result in the creation or imposition of any lien, security interest, or encumbrance on any property of Borrower, whether now owned or hereafter acquired, other than liens in favor of Lender;

(d) Other than to the extent acknowledged or permitted in any Collateral Document, Lender has, and will continue to have, a valid first priority lien and security interest in the Collateral as security for Borrower's Obligations to Lender, and Borrower expressly reaffirms all liens granted to Lender pursuant to the Loan Documents;

(e) the recitals set forth in the "Background" paragraphs of this Sixth Amended Forbearance Agreement are truthful and accurate and are operative parts of this Sixth Amended Forbearance Agreement;

(f) no defaults or Events of Default are in existence under the Loan Documents other than the Designated Defaults;

(g) Borrower has no defense, counterclaim, or offset with respect to the Obligations or the Loan Documents; and

(h) the Loan Documents are in full force and effect, and are hereby ratified and confirmed.

7. **Additional Covenants of Borrower During Forbearance Period.**

(a) Beginning on **December 31, 2023** and continuing monthly thereafter through and including **September 30, 2024**, Borrower shall make principal payments under the Amended Note in the amount of **\$100,000** each on or before the last day of each calendar month or the next Banking Day (as defined in the Amended Note); whenever any payment to be made under the Amended Note shall be due on a day other than a Banking Day, then the due date for such payment shall be automatically extended to the next succeeding Banking Day;

(b) Borrower shall make an additional principal payment under the Amended Note in the amount of **\$9,400,000 (the "\$9,400,000 Payment")** on or before **September 30, 2024** (together with the payments previously paid pursuant to Section 7(a), collectively, **the "\$10,400,000 Settlement Amount"**);

(c) In addition to the principal payments set forth above, provided no Forbearance Default has occurred Borrower shall also make monthly interest payments during the Forbearance Period at the Pay Rate on the **\$10,400,000 Settlement Amount** pursuant to Section 11(d) herein;

(d) Borrower acknowledges that in addition to the payments set forth in Sections 7(a) to 7(c) above it is obligated to pay all of Lender's fees, costs, and expenses, including without limitation attorneys' fees that have already accrued in excess of **\$500,000**, plus any future fees, costs and expenses that continue to accrue during the Forbearance Period. Beginning on **December 31, 2023**, Borrower shall make additional monthly payments of **\$50,000** each on or before the last day of each calendar month, and such payments shall be applied against Lender's accrued and outstanding attorneys' fees and expenses. Pursuant to Section 18 hereof and the Loan Documents, Borrower shall remain responsible for paying any other outstanding fees, costs, expenses and attorneys' fees as required by the Loan Documents and this Sixth Amended Forbearance Agreement on or before the conclusion of the Forbearance Period;

(e) Except as specifically permitted by the Loan Documents, Borrower shall not directly or indirectly make any payments, repayments or reimbursements, whether in cash, in kind, securities or other property, to any guarantor (including, without limitation the Guarantors as defined herein), affiliate, or any officer, director, shareholder, general partner, limited partner or member of Borrower with respect to (1) any indebtedness of Borrower to such person or entity, (2) any capital contributed by such person to Borrower or its affiliated entities, or (3) any indebtedness incurred by such person or entity on behalf of or for the benefit of Borrower; provided, however, that the foregoing shall not prevent the accrual, as opposed to the payment, of interest on any such indebtedness owed by Borrower;

(f) Borrower agrees to actively seek to refinance the debt secured by the Greenbrier Collateral; Borrower further agrees to provide monthly updates to Lender's representatives in writing regarding the state and financial condition of Borrower's businesses and business operations and any other information reasonably requested by Lender, including without limitation, Borrower's efforts to refinance debt secured by the property of Bluestone Resources, Inc., Greenbrier Hotel Corporation, or any of their respective related companies or affiliates and Borrower and his companies' efforts to sell any property securing credit extended to Borrower or his companies by Carter Bank & Trust, any of its related companies, or any other lenders;

(g) Borrower agrees to actively market and sell the Glade Springs Collateral, and to maintain active listings and broker agreements for the sale of the Glade Springs Collateral during the Forbearance Period, and to provide copies of all such agreements and monthly updates to Lender's representatives in writing regarding its efforts to sell the Glade Springs Collateral; and

(h) Borrower agrees to provide Lender an updated appraisal of the Glade Springs Collateral and Greenbrier Collateral completed by another federally regulated financial institution acceptable to Lender in its sole and absolute discretion within 120 days of the execution of this Agreement. In addition, Borrower expressly agrees that Lender may elect to retain certain persons or entities and direct them to conduct an appraisal of the Glade Springs Collateral or the Greenbrier Collateral at any time during the Forbearance Period in Lender's sole and absolute discretion, and Borrower shall advance the costs of, directly pay, and fully cooperate to Lender's satisfaction with any such persons or entities retained or directed by Lender to conduct such appraisals. Borrower shall cooperate and promptly comply with any requests by Lender or such third party retained or directed by Lender to conduct such appraisal.

8. **Additional Covenants of Lender.**

(a) Notwithstanding anything to the contrary set forth in the Loan Documents, Lender agrees not to charge the Default Rate on the Settlement Amount during the Forbearance Period provided there is no occurrence of a Forbearance Default or an Event of Default under the Amended Note;

(b) If Borrower performs all of his obligations under this Sixth Amended Forbearance Agreement and no Forbearance Default or Event of Default under the Amended Note occurs during the Forbearance Period (including, without limitation, (1) timely making the principal payments required by Sections 7(a) and 7(b) (the \$10,400,000 Settlement Amount) and (2) timely paying all other amounts due during the Forbearance Period), Borrower shall have been deemed to fully satisfy his obligations under the Loan Documents, including that Borrower shall have been deemed to have fully satisfied his obligation to pay interest at the Default Rate; for the avoidance of doubt, if Borrower fails to timely pay any portion of the \$10,400,000 Settlement Amount or another Forbearance Default occurs, Borrower shall remain liable for the entire outstanding Obligations as described in Section 2 of this Sixth Amended Forbearance Agreement;

(c) NOTWITHSTANDING ANYTHING IN THIS SIXTH AMENDED FORBEARANCE AGREEMENT TO THE CONTRARY, NOTHING IN THIS SIXTH AMENDED FORBEARANCE AGREEMENT SHALL BE DEEMED OR CONSTRUED TO EXTEND THE FORBEARANCE PERIOD BEYOND SEPTEMBER 30, 2024.

9. **Execution of Fourth Amended and Restated Secured Term Promissory Note**

(a) In consideration for the mutual covenants and agreements contained in this Sixth Amended Forbearance Agreement, Borrower agrees to execute simultaneously with this Sixth Amended Forbearance Agreement a Fourth Amended and Restated Secured Term Promissory Note (the "**Amended Note**") in the form provided by Lender appended as Schedule A hereto and agreed to by Borrower; the Amended Note will have a Maturity Date of September 30, 2024 and will replace the existing Note and not constitute a novation.

(b) Borrower's execution and delivery to Lender of the Amended Note shall be a condition to the effectiveness of this Sixth Amended Forbearance Agreement.

10. **Agreement Not a Novation**

(a) This Sixth Amended Forbearance Agreement and the Amended Note is a modification only and not a novation. In addition to all amounts due under the Note (as it may be amended and restated from time to time, including, without limitation, the Amended Note) and the Loan Documents as they may be modified herein, all accrued interest evidenced by the Note being modified by this Sixth Amended Forbearance Agreement and all accrued amounts due and payable under the Loan Documents shall continue to be due and payable until paid. The Note, any Loan Documents, and all the terms and conditions thereof, shall be and remain in full force and effect with the changes herein deemed to be incorporated therein. This Sixth Amended Forbearance Agreement shall not release or affect the liability of any Guarantor (as defined in Section 12(f)), surety or endorser of the Note or release any owner of collateral securing the Note. The validity, priority and enforceability of the Note and Amended Note shall not be impaired hereby. References to the Loan Documents and to other agreements shall not affect or impair the absolute and unconditional obligation of the Borrower to pay the principal and interest on the Note and the Amended note as provided in this Sixth Amended Forbearance Agreement and in the Loan Documents.

11. **Interest Accrual and Payment.**

(a) During the Forbearance Period, the Loan will be administered in two tranches as follows:

(i) Tranche A (the "Default Tranche") will be equal to that portion of the Loan constituting the outstanding principal amount of \$25,119,527.16 (as of October 31, 2023) minus the \$10,400,000 Settlement Amount (totalling **\$14,719,527.16**), plus all outstanding and unpaid interest;

(ii) Tranche B (the "Settlement Tranche") will be equal to the \$10,400,000 Settlement Amount.

(b) From and after November 30, 2023, monthly interest will accrue on the Default Tranche at the SOFR Rate (as defined in the Amended Note) +950 basis points (the "Accrual Rate");

(c) From and after November 30, 2023, monthly interest will accrue on the Settlement Tranche at the SOFR Rate (as defined in the Amended Note) + 100 basis points;

(d) Beginning on December 31, 2023 and for the duration of the Forbearance Period, Borrower shall not pay monthly interest on the Default Tranche, but shall pay monthly interest equal to the SOFR Rate + 100 basis points (the "Pay Rate") on the Settlement Tranche as reduced by monthly principal payments made under Section 7(a).

(e) At the conclusion of the Forbearance Period Borrower shall pay all accrued interest on the Default Tranche; provided, however, that if Borrower timely pays the \$10,400,000 Settlement Amount plus all other fees and expenses due under the Settlement Tranche (including, without limitation, outstanding attorneys' fees), such payment shall fully satisfy any outstanding interest due under this Section and in such case Borrower shall not be required to pay the remaining interest owing under the Default Tranche at the conclusion of the Forbearance Period;

(f) Upon Borrower's execution of this Sixth Amended Forbearance Agreement Borrower shall not be required to pay current the outstanding accrued interest due through November 30, 2023 at the Default Rate but rather it shall remain as an accrual;

(g) If Borrower fails to pay the \$10,400,000 Settlement Amount in full to Lender on or before the end of the Forbearance Period, or if a Forbearance Default occurs: (i) Borrower shall be obligated to pay the outstanding but unpaid interest at the Default Rate on the Default Tranche and all such accrued and unpaid interest shall be then due and payable without further demand or notice; and (ii) from and after the date of such Forbearance Default, the outstanding Settlement Tranche balance will revert to and be included in the Default Tranche.

12. **Forbearance Defaults.** Each of the following, separately, shall constitute a Forbearance Default, absent the prior approval or subsequent waiver by Lender:

(a) the existence of any Event of Default under the Loan Documents, whether existing before or occurring after the date of this Sixth Amended Forbearance Agreement, other than a Designated Default;

(b) the reoccurrence of any Designated Default after the date hereof;

(c) Borrower's failure to make any payment pursuant to, and as specified herein, including without limitation the monthly interest payments at the Pay Rate on the Settlement Amount when due pursuant to Section 11(d) herein;

(d) Borrower's failure to keep or perform any of the terms, obligations, covenants, or agreements contained in this Sixth Amended Forbearance Agreement;

(e) if any representation or warranty of Borrower in this Sixth Amended Forbearance Agreement shall be false, misleading, or incorrect in any respect;

(f) if Borrower or any of the signatories to the Acceptance, Consent, and Release below (the "Guarantors") file a voluntary petition under the Bankruptcy Code or any other federal or state bankruptcy or insolvency law;

(g) if Borrower or Guarantors consent to or otherwise join in an involuntary petition filed against Borrower or Guarantors under the Bankruptcy Code or any other federal or state bankruptcy or insolvency law;

(h) if an involuntary petition is filed against Borrower or any Guarantor under the Bankruptcy Code or any other federal or state bankruptcy or insolvency law, by Borrower, Guarantor, affiliate of Borrower or Guarantor, or any other person or entity acting at the direction of Borrower or Guarantor;

(i) if any judicial or non-judicial action or proceeding, including, but not limited to any sale or foreclosure proceedings with respect to any Collateral, is commenced by any party against Lender, an Guarantor, or any of their affiliates, arising out of or in any way relating to the Collateral securing the Borrower's Obligations, including without limitation, any such action against Lender or its affiliates by parties claiming an interest in any portion of the Collateral securing the Borrower's Obligations to Lender; provided, however, that the commencement of the action captioned *Glade Springs Village Property Owners Association, Inc. v. Justice Holdings LLC, JPMorgan Chase Bank, N.A., et al.*, Civil Action No. 22-C-57, filed in the Circuit Court of Raleigh County, West Virginia (the "Pending Glade Springs Litigation"), shall not constitute a Forbearance Default under this Section 12(i); provided, further, that nothing in this Sixth Amended Forbearance Agreement shall constitute or be deemed to be a waiver of Lender's rights, remedies, or interests with respect to any portion of the Collateral, and nothing herein shall derogate or in any way limit Lender's right to act or refrain from acting in any way Lender deems necessary, in its sole and absolute discretion, to protect its interests, claims, defenses, and rights; and provided, further, that nothing shall derogate from Lender's right to take, or refrain from taking, any action in connection with the Pending Glade Springs Litigation, and Borrower and Guarantor

expressly agree that Lender shall have the right to prosecute, defend, and otherwise act or refrain from acting in connection with the Pending Glade Springs Litigation in any manner that Lender determines appropriate, in Lender's sole and absolute discretion;

(j) if the confessions of judgment filed by Carter Bank & Trust against Borrower are not vacated or are otherwise upheld during the Forbearance Period, or if Carter Bank & Trust proceeds to commence judgment enforcement proceedings against Borrower that are not vacated or otherwise stayed during the Forbearance Period;

(k) the occurrence of a materially adverse change, as determined by Lender in its sole and absolute discretion, in the aggregate value of the Collateral securing any of Borrower's Obligations; and/or

(l) the occurrence of a materially adverse change, as determined by Lender in its sole and absolute discretion, to Borrower's personal net worth or to any of the businesses in which Borrower holds a stake or ownership as specified in the Note.

13. **Rights and Remedies.** Upon the occurrence of a Forbearance Default, all Obligations shall be immediately due and payable. In addition, Lender shall be immediately entitled to enforce all of its rights and remedies under the Loan Documents, any other applicable documents or agreements, and applicable law.

14. **Tolling of Lender's Claims Against Borrower and/or Guarantors.** Each and every statute of limitation(s), statute of repose, and/or any other applicable law, rule, deadline or regulation governing or limiting the time by which Lender could or must commence legal proceedings or otherwise take any action against any Borrower or any of the Guarantors with respect to any claim, breach and/or default that existed or exists on or prior to the expiration or termination of the Forbearance Period and arises under or in respect of the Note or any other Facility Document or Collateral Document, including but not limited to the Deeds of Trust, is and shall be tolled and suspended until the later of (a) December 31, 2025, or (b) until the expiration of the applicable statute of limitations or statute of repose of the particular claim. The period during which tolling applies, including but not limited to the time between (i) the expiration date of the forbearance period provided for in the Fifth Amended Forbearance Agreement, and (ii) the Effective Date of this Sixth Amended Forbearance Agreement, shall not be included in calculating any of the aforementioned limitations period. Borrower and Guarantors agree that any and all claims, rights, and remedies of Lender that were tolled under the Fifth Amended and Restated Forbearance Agreement, dated as of December 27, 2021, and all prior forbearance agreements, continue to be tolled, and shall be treated as tolled under the provisions herein. Borrower and Guarantors agree, to the fullest extent permitted by law, not to include such period of time as a defense (whether equitable or legal) to any legal proceeding or other action by Lender in the exercise of its rights or remedies referred to in the immediately preceding sentence, including without limitation in any action to enforce, or seeking any remedies under, the Deeds of Trust, and Borrower and Guarantors acknowledge and agree that they shall not advance, assert, or have standing to argue, assert a defense, or seek to avoid the claim on the grounds that such claim is untimely

for any reason or violates any statute of limitation(s), statute(s) of repose or any other deadline or limitation.

15. **Effect and Construction of Sixth Amended Forbearance Agreement**. Except as expressly provided herein, the Loan Documents shall remain in full force and effect in accordance with their respective terms, and this Sixth Amended Forbearance Agreement shall not be construed to:

(a) impair the validity, perfection, or priority of any lien securing any obligation;

(b) waive or impair any rights, powers or remedies of Lender under, or constitute a waiver of, any provision of the Loan Documents upon termination or expiration of the Forbearance Period with respect to the Designated Defaults or otherwise; or

(c) constitute an agreement by or require Lender to extend the Forbearance Period, grant additional waivers, or extend the term of the Loan Documents or the time for payment of any of Borrower's obligations thereunder.

16. **Presumptions and Advice of Counsel**. Borrower acknowledges that he has consulted with and was advised by competent counsel and such other experts and advisors as he has deemed necessary in connection with the negotiation, execution and delivery of this Sixth Amended Forbearance Agreement and has participated in the drafting hereof. Therefore, this Sixth Amended Forbearance Agreement shall be construed without regard to any presumption or rule requiring that it be construed against any one party causing this Sixth Amended Forbearance Agreement or any part hereof to be drafted.

17. **Conditions of Effectiveness**. This Sixth Amended Forbearance Agreement shall become effective upon (i) Lender's receipt and Lender's execution of one copy of this Sixth Amended Forbearance Agreement executed by the Borrower and by the parties whose signatures are provided for on the "Acceptance, Consent, and Release" page of this Sixth Amended Forbearance Agreement, and (ii) Lender's receipt of a fully executed Amended Note as described in Section 9 hereof. Provided all conditions of effectiveness have been met, the date of Lender's execution of this Sixth Amended Forbearance Agreement shall be the Effective Date hereof; provided, however, that all the provisions of this Sixth Amended Forbearance Agreement containing the Borrower's acknowledgements, waivers, releases, and representations and warranties (including without limitation Sections 2, 4, 5 and 6 hereof) shall be effective immediately upon the Borrower's execution of this Sixth Amended Forbearance Agreement; provided, further, that the provisions of the Acceptance, Consent, and Release shall also be effective immediately upon the Guarantors' execution thereof.

18. **Expenses**. Borrower and Guarantors shall pay all Lender's costs, fees, and expenses (including the reasonable costs, fees, and expenses of Lender's in-house and outside counsel, consultants and appraisers) incurred by Lender including but not limited to (a) in connection with the negotiation, preparation, and closing of this Sixth Amended Forbearance Agreement, and (b) before, from, and after the date of this Sixth Amended Forbearance

Agreement in connection with the administration and enforcement of the Loan Documents, this Sixth Amended Forbearance Agreement, and any prior forbearance agreements. All of the foregoing costs, fees, and expenses shall be charged by Lender to Borrower's account, and shall be in addition to, and not in replacement or supersession of, the fees, costs, charges and expenses authorized under the Loan Documents as of the date of this Sixth Amended Forbearance Agreement.

19. **Entire Agreement.** This Sixth Amended Forbearance Agreement sets forth the entire agreement among the parties hereto with respect to the subject matter hereof. Borrower has not relied on any agreements, representations, or warranties of Lender, except as specifically set forth herein. Any promises, representations, warranties or guarantees not herein contained and hereinafter made shall have no force and effect unless in writing, signed by each party hereto. Borrower acknowledges that it is not relying upon oral representations or statements inconsistent with the terms and provisions of this Sixth Amended Forbearance Agreement.

20. **Further Assurance.** Borrower shall execute such other and further documents and instruments as Lender may reasonably request to implement the provisions of this Sixth Amended Forbearance Agreement and to perfect and protect the indebtedness and liens created by or agreed upon in the Loan Documents.

21. **Benefit of Agreement.** This Sixth Amended Forbearance Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective permitted successors and assigns. No other person or entity shall be entitled to claim any right or benefit hereunder, including, without limitation, to claim status as a third-party beneficiary of this Sixth Amended Forbearance Agreement. Lender's agreement to forbear with respect to the Designated Defaults subject to the terms and conditions of this Sixth Amended Forbearance Agreement and to refrain from enforcing certain of its remedies does not in any manner limit Borrower's obligations to comply with, and Lender's rights to insist upon compliance with, each and every one of the terms of this Sixth Amended Forbearance Agreement and the Loan Documents, except as specifically modified herein.

22. **Severability.** The provisions of this Sixth Amended Forbearance Agreement are intended to be severable. If any provisions of this Sixth Amended Forbearance Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or enforceability without in any manner affecting the validity or enforceability of such provision in any other jurisdiction or the remaining provisions of this Sixth Amended Forbearance Agreement in any jurisdiction.

23. **Governing Law, Jurisdiction, Venue.** This Sixth Amended Forbearance Agreement shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York. Any judicial proceeding brought by or against any Borrower with respect to this Sixth Amended Forbearance Agreement or any related agreement may be brought in any court of competent jurisdiction in the State of New York, County of New York, and, by execution and delivery

of this Sixth Amended Forbearance Agreement, Borrower accepts for himself and in connection with his properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Sixth Amended Forbearance Agreement. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit Lender's right to bring proceedings against Borrower in the courts of any other jurisdiction. Borrower waives any right of removal and any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Any judicial proceeding by Borrower against Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Sixth Amended Forbearance Agreement or any related agreement, shall be brought exclusively and only in a federal or state court located in the State of New York, County of New York.

24. **Waiver of Jury Trial.** EACH PARTY TO THIS SIXTH AMENDED FORBEARANCE AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS FORBEARANCE AGREEMENT, THE LOAN DOCUMENTS OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS FORBEARANCE AGREEMENT, THE LOAN DOCUMENTS, OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS FORBEARANCE AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. IN ADDITION, THE BORROWER WAIVES THE RIGHT TO CLAIM OR RECOVER IN ANY SUCH SUIT, ACTION, OR PROCEEDING ANY DAMAGES OTHER THAN OR IN ADDITION TO ACTUAL DAMAGES.

25. **Counterparts; Telecopied Signatures.** This Sixth Amended Forbearance Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Any signature delivered by a party by facsimile, PDF, e-mail or other electronic method of transmission shall be deemed to be an original signature hereto.

26. **No Third Party Beneficiaries.** Nothing contained herein shall be deemed or otherwise construed to affect the indebtedness, obligations, or liabilities of any party not a party hereto.

27. **Survival.** All representations, warranties, covenants, agreements, undertakings, waivers and releases of Borrower contained herein shall survive the termination of the Forbearance Period and payment in full of the Obligations under the Loan Documents.


28. **Amendment.** No amendment, modification, rescission, waiver or release of any provision of this Sixth Amended Forbearance Agreement shall be effective unless the same shall be in writing and signed by Borrower and Lender. This Sixth Amended Forbearance Agreement shall constitute a Loan Document.

29. **Headings.** Section headings in this Sixth Amended Forbearance Agreement are included herein for convenience of reference only and shall not constitute a part of this Sixth Amended Forbearance Agreement for any other purpose.

IN WITNESS WHEREOF, this Sixth Amended Forbearance Agreement has been duly executed by Lender as of the 29 day of December 2023.


James C. Justice II

JPMORGAN CHASE BANK, N.A.

By: 
Name: Joey T. Orr
Title: Managing Director

[Guarantors' Acceptance, Consent, Release and Covenant Not to Sue]

Guarantors' Acceptance, Consent, Release, and Covenant Not to Sue

All capitalized terms not otherwise defined in this Sixth Amended Forbearance Agreement shall have the meanings given to them in the Note and Amended Note.

Each of the undersigned (a) agrees that it has received and is receiving in this Sixth Amended Forbearance Agreement, valuable consideration to it, including, but not limited to, the financial concessions and forbearance of Lender, and that it would not otherwise be entitled to such consideration absent its execution of this Acceptance, Consent and Release and its agreement to all the terms and provisions of this Sixth Amended Forbearance Agreement, and all the promises set forth herein, (b) acknowledges that it has consulted with and was advised by competent and independent counsel and such other experts and advisors as it has deemed necessary in connection with the execution and delivery of this Acceptance, Consent, and Release, (c) hereby accepts, consents and agrees to, and agrees that they are bound by, all of the terms and provisions of the foregoing Sixth Amended Forbearance Agreement, the Amended Note, and all of the transactions contemplated therein, (d) hereby agrees to each of Borrower's acknowledgements, statements, agreements, and waivers contained in this Sixth Amended Forbearance Agreement, the accuracy thereof, and agrees to be bound by each such acknowledgement, statement, agreement and waiver without any defense, setoff, claim, counterclaim, or objection of any kind or nature, whether existing now or arising in the future, each of which the undersigned expressly and voluntarily forever waive, release, and relinquish, (e) agrees that upon the occurrence of a Forbearance Default, Lender has the unqualified, absolute, and unconditional right to foreclose upon any collateral pledged to it by the undersigned without any defense, setoff, claim or counterclaim of any kind or nature, whether existing now or arising in the future, which the undersigned forever and voluntarily waives, relinquishes, and releases, and (f) hereby ratifies, reaffirms, and confirms its Guaranty of the Obligations, the validity, extent, priority, perfection and enforceability of the Loan Documents including without limitation the Deeds of Trust, its obligations thereunder, the terms and provisions thereof, and the Obligations, including without limitation all of its covenants to the Lender and waivers of rights with respect to modifications of the Obligations guaranteed, notwithstanding the terms and provisions of the foregoing Sixth Amended Forbearance Agreement, the Amended Note, and the transactions contemplated therein, all of which are incorporated by reference herein.

Each of the undersigned agrees and consents to the Tolling of Lender's claims against Borrower and/or Guarantors as set forth in Section 14 above.

Each of the undersigned hereby releases, remises, acquits and forever discharges Lender and its respective employees, agents, representatives, consultants, attorneys, fiduciaries, servants, officers, directors, partners, predecessors, successors and assigns, subsidiary corporations, parent corporations, and related corporate divisions (all of the foregoing hereinafter called the "Released Parties"), from any and all actions and causes of action, judgments, executions, suits, debts, claims, demands, obligations, damages and expenses of any and every character, known or unknown, direct and/or indirect, at law or in equity, of whatsoever kind or nature, for or because of any matter or things done, omitted or suffered to be done by any of the Released Parties prior to and including the date of execution of this Sixth Amended Forbearance Agreement, and in any way directly or indirectly arising out of or in any way connected to this Sixth Amended Forbearance Agreement, the Amended Note, or any of the other Loan Documents (all of the foregoing hereinafter called the "Released Matters"). Each of the undersigned acknowledges that the agreements in this paragraph and the Sixth Amended Forbearance Agreement are intended to be in full

satisfaction of all or any of the undersigned's alleged injuries or damages arising in connection with the Released Matters.

Guarantors represent that they have not and will not in the future assert any claim, or commence any lawsuit, action or proceeding against the Released Parties related to or concerning the Released Matters, and that further they will not seek or be entitled to any legal or equitable relief in any action or proceeding that may be commenced. This constitutes a "covenant not to sue". Guarantors further agree never to sue or assert any claim against any of the Released Parties in any forum for any reason related to or concerning the Released Matters. Notwithstanding this covenant not to sue, Guarantors may bring a claim against Lender if necessary to enforce their expressly stated rights hereunder.

Dated as of as of the 29 day of December 2023

JAMES C. JUSTICE COMPANIES, INC.

By: 
Name: James C. Justice III
Title: President

GSE, LLC

By: 
Name: James C. Justice III
Title: President

JUSTICE HOLDINGS LLC

By: 
Name: James C. Justice III
Title: President

WINTERGREEN PARTNERS, INC.

By: 
Name: James C. Justice III
Title: President

GREENBRIER HOTEL CORPORATION

By: 
Name: James C. Justice III
Title: Director

Schedule of Designated Defaults¹

(a) Borrower's failure to comply with Section 2(c) of the Note and Section 4(c) of the Forbearance Agreement by failing timely to make the April 30, 2018 Amortization Payment.

(b) Borrower's failure to comply with Section 2(c) of the Note and Section 4(d) of the Forbearance Agreement by failing timely to make the June 30, 2018 Amortization Payment.

(c) Borrower's failure to pay Lender amounts due on December 31, 2018.

(d) Borrower's failure to comply with Sections 6A (a)-(d) of the Note by failing timely to provide the required documentation detailed therein.

(e) Each of the above failures also constitutes an Event of Default pursuant to Section 7 of the Collateral Agreement and Section 3.1 of the Mortgages.

(f) Borrower's and GSR, LLC's violations of Sections 1.1 and 2.25 of the March 11, 2014 Deed of Trust from GSR, LLC to Chud Dollison, Trustee, which secures Lenders loan to Borrower, by permitting encumbrances prohibited thereunder.

(g) Borrower's and Justice Holdings LLC's violations of Sections 1.1 and 2.25 of the March 25, 2014 Deed of Trust from Justice Holdings LLC to Chud Dollison, Trustee, which secures Lenders loan to Borrower, by permitting encumbrances prohibited thereunder.

(h) Borrower's and Greenbrier Hotel Corporation's violations of Sections 1.1 and 2.25 of the November 26, 2014 Deed of Trust from Greenbrier Hotel Corporation to David M. Moore, Trustee, which secures Lenders loan to Borrower, by permitting encumbrances prohibited thereunder.

¹ This schedule is not exhaustive and is not intended to identify every Event of Default that may exist under the Loan Documents, and nothing herein shall constitute or be construed as a waiver of any other Events of Default that exists or may have occurred prior to the Effective Date of this Sixth Amended Forbearance Agreement.