FRANCHISE DISCLOSURE DOCUMENT
LANDINGPLACE FRANCHISING LLC
A Delaware Limited Liability Company
1050 Fording Island Road, Suite C #1055
Bluffton, South Carolina 29910
Telephone: (843) 567-1900
www.landingplacehotels.com/franchise-with-us.htm

LANDINGPLACE
SELECT

The franchisee will establish and operate a hotel in the midscale select service segment under the Landingplace Select brand.

The total investment necessary to begin operation of a Landingplace Select franchise ranges from $278,849 to $3,082,849. This includes $65,500 to $84,000 that must be paid to the franchisor or an affiliate.

This disclosure document summarizes certain provisions of your license agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, Franchisor or an affiliate in connection with the proposed license sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Jeremy Bratcher and Jacob Amezcua, LANDINGPLACE FRANCHISING LLC, at 1050 Fording Island Road, Suite C #1055, Bluffton, South Carolina 29910, e-mail jeremy@landingplacehotels.com and jacob@landingplacehotels.com, and telephone 843-567-1900.

The terms of your contract will govern your license relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a license is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: July 14, 2025, as amended September 26, 2025

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Landingplace Select hotel in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Landingplace Select franchisee?	Item 20 lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit E.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by litigation only in the state in which the franchisor's principal place of business is then located (currently, South Carolina). Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to litigate with the franchisor in South Carolina than in your own state.

2. **Short Operating History**. The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

3. **Unregistered Trademark**. The primary logo that you will use in your business is not federally registered. If the Franchisor's ability to use this trademark in your area is challenged, you may have to identify your business and its products/services by a different name. This change can be expensive and may reduce brand recognition of the products and services you offer.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

DISCLOSURES REQUIRED BY CONNECTICUT LAW

The State of Connecticut does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the state. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

Name of Seller: LANDINGPLACE FRANCHISING LLC

Disclosure Document Date: July 14, 2025, as amended September 26, 2025

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE MICHIGAN FRANCHISE INVESTMENT LAW

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN LICENSE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE LICENSE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver or estoppel which deprives franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a license agreement, from settling any and all claims.

(c) A provision that permits Franchisor to terminate a license prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the Franchise Agreement and to cure such failure after being given written notice thereof and a reasonably opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits Franchisor to refuse to renew a license without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures and furnishings. Personalized materials which have no value to Franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchised business are not subject to compensation. This subsection applies only if (i) the term of the license is less than 5 years and (ii) the franchisee is prohibited by the license or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising of other commercial symbol in the same area subsequent to the expiration of the license or the franchisee does not receive at least 6 months advance notice of Franchisor's intent not to renew the license.

(e) A provision that permits Franchisor to refuse to renew a license on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits Franchisor to refuse to permit a transfer or ownership of a license, except for good cause. This subdivision does not prevent Franchisor from exercising a right of first refusal to purchase the license. Good cause shall include, but is not limited to

(i) The failure of the proposed transferee to meet Franchisor's then current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of Franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay an sums owing to Franchisor or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to Franchisor items that are not uniquely identified with Franchisor. This subdivision does not prohibit a provision that grants to Franchisor a right of first refusal to purchase the assets of a license on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants Franchisor the right to acquire the assets of a license for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the Franchise Agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits Franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual service.

(j) No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the license relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by Franchisor, franchise seller, or other person acting on behalf of Franchisor. This provision supersedes any other term of any document executed in connection with the license.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE ATTORNEY GENERAL.

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO THE OFFICE OF THE ATTORNEY GENERAL, CONSUMER PROTECTION DIVISION, ATTN.: FRANCHISE, 670 LAW BLDG., LANSING, MICHIGAN 48913, (517) 373-7117.

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ITEM 1 THE FRANCHISOR, ANY PARENTS, PREDECESSORS AND AFFILIATES

This disclosure document refers to the franchisor, LANDINGPLACE FRANCHISING LLC as "Franchisor," "we" or "us" and to the franchisee as "you". If you are a corporation, limited liability company, partnership or other entity, the word "you" may also include owners or partners of the franchisee.

Franchisor is a limited liability company, formed in Delaware on June 20, 2025. Except as set forth in this disclosure document, Franchisor does business only under its corporate name, as well as "Landingplace Select," "Landingplace Suites" (when acting as franchisor of our separate, "Landingplace Suites" brand), and "Landingplace Hotels". Franchisor's principal business address is 1050 Fording Island Road, Suite C #1055, Bluffton, South Carolina 29910, and its telephone number is 843-567-1900.

Franchisor has offered franchises for Landingplace Select hotels since 2025.

Franchisor's agents for service of process in the states in which Franchisor has designated an agent for service of process are shown on Exhibit D.

<u>FRANCHISOR'S BUSINESS</u>:

Franchisor offers and grants franchises under the terms of a Franchise Agreement (the "Franchise Agreement"). The Franchise Agreement described in this disclosure document provides for the establishment and operation of a business that opens and operates hotels in the select service segment (the "Hotel") that provides high-quality hotel service to the general public under the name LANDINGPLACE SELECT. The "Hotel" refers to the property Franchisee will operate under the Franchise Agreement and includes all structures, facilities, appurtenances, furniture, fixtures, equipment, entry and exit rights, parking, pools, landscaping, and other areas located on the site that Franchisor has approved for the Hotel or located on any land Franchisor approves in the future for additions, signs, parking or other facilities, including all facilities listed in Exhibit B of the Franchise Agreement that you sign.

The Hotel you operate will be part of the Landingplace Select hotels system (the "Brand System"). The Brand System is for select service hotels. Currently, we require that each Landingplace Select hotel include a swimming pool, office/conference rooms, laundry/dry cleaning, sundry shop / Landingplace Market, lending hub, and fitness center, but we may allow exceptions to these requirements on a case-by-case basis in our business judgment.

The Brand System consists of: (i) the "LANDINGPLACE SELECT" trademark and other related trademarks, service marks and fictitious business names affiliated with "LANDINGPLACE HOTELS" as well as certain other Marks which we will designate as licensed to you in the Franchise Agreement; (ii) the Brand Standards (as described below); (iii) training programs and materials; (iv) the reservation system; (v) advertising, marketing, and promotional programs, including loyalty programs; (vi) property management system; (vii) revenue management system; and (viii) quality assurance program for inspecting the Hotel, measuring and assessing service and consumer opinion. Franchisor may add elements to the Brand System or modify or delete elements of the Brand System.

Landingplace Select hotels are typically to be located in urban centers, suburban areas near retail, hospital, or industrial centers, or around highway/interstate exit locations.

<u>FRANCHISOR'S PARENT, PREDECESSORS AND AFFILIATES</u>:

Our parent entity is LANDINGPLACE HOSPITALITY LLC, a Delaware limited liability company with the same address as we have. We have no predecessors. Our parent entity has licensed us to use the Landingplace Select Brand System, including the trademarks, service marks and other intellectual property, and to sublicense them to our franchisees in an intellectual property license agreement dated as of July 7, 2025.

We also offer, under a separate Franchise Disclosure Document, licenses for the LANDINGPLACE SELECT hotel brand in the United States (which we have offered since 2025). We plan to offer franchises in the near future for an economy hotel brand, RESTPOINT INN. As of the date of this Disclosure Document (July 14, 2025, as amended September 26, 2025), there are not yet any franchised or company-owned LANDINGPLACE SELECT or LANDINGPLACE SUITES or RESTPOINT INN hotels.

Except as set forth above, Franchisor has not offered franchises for or engaged in any other line of business. The Franchisor has not and does not currently, but may in the future, operate businesses of the type being franchised, either solely or as a co-investor with others.

Our affiliate, Borderless Hotel Alliance LLC (a Delaware limited liability company), since 2025 has offered agreements with selected, independent, unaffiliated hotels under other brands to be listed with (in an unaffiliated capacity), and to utilize, parts of the Reservation System and the customer rewards program used by Landingplace Hotels.

As of the date of this Disclosure Document, the Franchisor and its affiliates do not sell any goods, supplies, services, fixtures, or equipment to franchisees. However, the Franchisor may serve as an intermediary, collecting payments from franchisees to pay for third-party goods and services for certain items such as branded signage, approved technology systems, or furnishings, in accordance with our Master Technology Services Agreement, the current form of which is an exhibit to this Disclosure Document.

THE MARKET:

The market for hotel services is highly developed and established since most Landingplace Select hotels will be conversions from other brands. Customers will include people needing a place to sleep for a brief stay (usually 1 – 4 nights) while traveling to a destination, in town for work or business, weekend leisure guests, small groups, athletic teams, families, and the general public needing lodging.

The lodging industry is very competitive. You will compete with a wide range of facilities offering various types of lodging and related services (including other hotel brands that Franchisor or its affiliates franchise or manage). These facilities include various other types of operations, some of which belong to large national and international companies. You will offer services to a broad range of the traveling public. You will compete with national franchise chain hotels, local independent hotels, AirBNB & VRBO, and in some instances you will compete with furnished apartments and unfurnished apartments. Your ability to compete in your market will depend upon factors such as geographic area, specific site location, general economic conditions, and the capabilities of your management and service team.

INDUSTRY-SPECIFIC REGULATIONS:

You must comply with a number of federal, state and local laws which apply generally to hotel businesses. These include laws affecting zoning and construction, public accommodations, accessibility by persons with disabilities, service of alcoholic beverages, health and safety, food storage and preparation, labor, data security and privacy. Many of these laws vary from jurisdiction to jurisdiction. We do not represent that you will have the ability to procure any required license, permit certificate or other governmental authorization that may be necessary or required for you to carry out the activities contemplated by the Franchise Agreement. It is your responsibility to learn about and comply with all applicable laws.

These laws include the following:

Health and Sanitation. Most states have regulations or statutes governing the lodging business and related services. Many state and local authorities require licensing of lodging businesses to assure compliance with health and sanitation codes. Health related laws affect the use of linens, towels and glassware and food preparation and service, among other things. If you have a sundry shop, laws regarding the sale of pre-packaged food and drinks may apply.

Facility Operations. Lodging facilities are subject to state innkeepers' laws that may (i) allow innkeepers to impose liens against the possessions of guests who do not pay their bills; (ii) limit the liability of innkeepers regarding guests' valuables; (iii) require posting of house rules and room rates in each room or near the registration area; (iv) require registration of guests and proof of identity at check-in and retention of records for a specified period of time; (v) limit the right of innkeepers to refuse lodging to certain guests; and (vi) limit the right of innkeepers to evict guests in certain circumstances. Applicable federal and state civil rights laws prohibit discrimination in hotels on the basis of race, creed, color, or national origin. Some states prohibit "overbooking" and require innkeepers to find other accommodations if the guest has paid a deposit. Some states and municipalities have also enacted laws and regulations governing non-smoking areas and guest rooms.

Persons with Disabilities. The Americans With Disabilities Act ("ADA") requires hotels located in the United States that are newly constructed or altered on or after March 15, 2012 to be compliant with the provisions of the ADA (28 CFR Part 36) and all of the requirements of the 2010 ADA Standards for Accessible Design contained in 28 CFR Part 36, Subpart D and 36 CFR Part 1191, Appendices B and D (the "2010 Standards"). Hotels constructed or altered between September 15, 2010 and March 15, 2012 may comply with either the 2010 Standards or the prior 1991 ADA Standards for Accessible Design ("1991 Standards"), but a hotel must use the selected standards for all elements in the entire facility. The ADA, 2010 Standards and 1991 Standards contain certain specific criteria for accessibility of public spaces and elements in hotels as well as room design, auxiliary equipment in rooms, and distribution of rooms designated as accessible for guests with disabilities. The ADA, 2010 Standards and 1991 Standards also set forth various operational requirements for hotels and reservation systems requirements. You are responsible for on-going compliance with the ADA, applicable design standards, and related local, state and federal laws and regulations at your Hotel.

Landlord-Tenant Laws. Although Landingplace Select hotels are designed for guests staying a few nights, instances of guests staying longer than 30 days can occur. In such cases, landlord tenant laws may apply in many state and local jurisdictions once that threshold is exceeded.

ITEM 2 BUSINESS EXPERIENCE

Chief Executive Officer and Co-Founder – Jeremy Allen Bratcher:

Chief Executive Officer and Co-Founder, LANDINGPLACE FRANCHISING LLC as well as its parent, Landingplace Hospitality LLC (since April 2025); Executive Director of Corporate Operations, Spinnaker Resorts (in Hilton Head Island, SC), June 2023 to August 2024; Regional Vice President of Operations, MCR Hotels (in New York City, NY), October 2022 to May 2023; Vice President of Operations, Banyan Investment Group / Aperture Hotels (in Atlanta, GA), October 2019 to October 2022.

President and Co-Founder – Jacob Amezcua:

President and Co-Founder, LANDINGPLACE FRANCHISING LLC as well as its parent, Landingplace Hospitality LLC (since April 2025); CEO and Co-Founder, Parkrise Hospitality LLC (in Lehi, UT), November 2022 to April 2025; Co-Founder, Motel to Apartment Conversions (in Scottsdale, AZ), September 2022 to April 2025; Vice President of Sales and Marketing, weMFG (in Cedar City, UT), November 2021 to June 2023; Product Marketing manager, Experian (in Boston, MA), March 2021 to November 2021; Product Marketing Manager, 3M (in Murray, UT), May 2016 to March 2021.

Executive Vice President of Commercial Strategy - Glenn Miller:
Executive Vice President Commercial Strategy, LANDINGPLACE FRANCHISING LLC (since May 2025); Hospitality Consultant, Glenn Miller & Associates, January 2024 to May 2025; Vice President of Commercial Strategy, Aperture Hotels, November 2019 to November 2023. For all positions he has been based in Flower Mound, Texas, working remotely for each company (except for Glenn Miller & Associates, which was not a remote position).

Executive Vice President of Franchise Operations - John Kelley:
Executive Vice President Franchise Operations, LANDINGPLACE FRANCHISING LLC (since May 2025); Regional Vice President of Franchise Performance Support, IHG Hotels & Resorts, January 1993 to May 2025. For all positions he has been based in Clearwater, Florida, working remotely for each company.

Senior Vice President of Franchise Development – Gus Stamoutsos:
Senior Vice President of Franchise Development, LANDINGPLACE FRANCHISING LLC (since July 2025); Retirement (career break), June 2024 to July 2025; Head of Franchise Development (Consultant), Vessel Technologies Inc., April 2022 to June 2024, based in New York, New York; Self-employed entrepreneur in various small businesses, August 2015 to March 2022, based in Randolph, New Jersey, including being President of Zeus 1 Inc. and Zeus 2 Inc. from 2020 to March 2022.

ITEM 3 LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4 BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5 INITIAL FEES

When you submit an application for a Franchise Agreement you must pay Franchisor an Initial Franchise Fee of $50,000. Included within that $50,000 is the Application Fee of $10,000.

The Application Fee portion of the Initial Franchise Fee is not refundable under any circumstances. As for the remainder of the Initial Franchise Fee being refundable: If 180 days pass after the date that Franchisee submitted its franchise application and signed with the Franchisor a non-binding letter of intent or other initial non-binding term sheet regarding the franchised Hotel, and Franchisee has failed to obtain Franchisor approval for the Hotel site and secure legal use of the Hotel site for the duration of the Term, then either party (Franchisee or Franchisor) may cancel and terminate the Franchise Agreement upon written notice to the other party, in which case Franchisor shall refund to Franchisee the Initial Franchise Fee, less the Application Fee, and Franchisee shall execute a general release in favor of Franchisor.

In addition, you must pay us a non-refundable Opening Process Services Fee of $6,000. This fee is to help recoup our costs in providing certain pre-opening services to help you open your Hotel, such as guidance with commercial planning, activation of appropriate programs, and tools and resources available to Landingplace Select brand hotels.

PIP RELATED FEES:

Before you submit an application for a franchised Landingplace Select hotel, you must arrange for Franchisor to conduct an inspection of the hotel premises so that Franchisor can prepare written specifications for the upgrading, construction and furnishing of the Hotel in accordance with the Brand Standards, in the form of a plan, called a “Property Improvement Plan” (“PIP”).

There is a nonrefundable $6,000 fee for the inspection of your Hotel, preparation of a PIP report and administration in connection with same (see Item 6). Franchisor expects most Hotels will be conversions from other brands. In the case of a conversion, Franchisor will not authorize your Hotel to open until you complete all PIP requirements, including submission of all plans before the start of construction in accordance with thew Franchisor's review and approval policy and the dates specified in your Franchise Agreement, the PIP (as applicable) and the other attachments to your Franchise Agreement (see Item 11).

If you fail to submit acceptable plans and designs to us by the applicable due date, we may charge you $3,000 for each 90-day period after the applicable deadline.

Franchisor's design and construction / conversion team must review and approve, in writing, submissions of the relevant plans from Franchisee prior to Franchisee executing any conversion, construction, renovation, or buildout of the Hotel.

We may charge you a PIP/Renovation Failure/Extension Fee of $10,000 for every 6 months (or portion thereof) of failure if you do not properly complete the required construction or renovation work at the Hotel (as set forth in a PIP, or as otherwise required in accordance with the Brand Standards) by the applicable completion dates and every 6 months thereafter until the work is properly completed. This fee may be reduced or waived in our discretion and business judgment in the event of documented hardship or city-imposed delays.

If (among other potential reasons) your Hotel fails its opening inspection, we may conduct a special on-site Quality Assurance evaluation (a "Special Audit" or "Special"), and if we do so then you must pay a $5,000 Brand Non-Compliance Re-Evaluation Fee for a Special Audit. This fee is due within 10 days of billing and is not refundable.

TRAINING, EQUIPMENT AND MATERIALS:

You and your approved management company ("Management Company") must complete all of the required training as outlined in Item 11 and the Brand Standards. Participants from all franchised hotels are responsible for their own airfare, lodging, meals and other miscellaneous expenses for any training programs which are located off-site. Other positions designated within the initial training programs (as disclosed in Item 11) must participate and complete their designated certification program(s) or training courses within the specified periods of time. The training programs can range from a few hours (if online) to a 3-day period. The Franchisor determines which trainings are in-person and which are on-line. You must pay $1,500 for General Manager Orientation Training, due 14 days before the training; $1,500 for Director of Sales / Commercial Leader Orientation Training, due 14 days before training; $500 for Revenue Management Strategies Training initial certification for your Director of Sales of the Hotel, due 21 days before the training. If you choose to send additional individuals to these trainings, there are additional charges per individual, listed in Exhibit B to your Franchise Agreement.

OTHER:

If your financier / lender requires a comfort letter in order to provide you with initial financing to open your Hotel, and you meet our requirements, then you must pay us a $3,500 Lender Comfort Letter Processing Fee in order for us to provide such a letter for you.

In such cases, the Franchisor may also charge a reasonable fee of up to $500 per month (currently, $250 per month) to help cover the Franchisor's own administrative costs of arranging and maintaining such vendor relationships for the Brand System. Currently, the onboarding fees to get a franchisee set up with the required technology vendors total approximately $1,000 to $3,000 depending on the factors stated above.

Franchisor may consider requests to alter the initial fee requirements described in this Item. Franchisor will only consider changes under special circumstances and any changes must comply with applicable laws. Otherwise, all fees are uniformly imposed.

ITEM 6 OTHER FEES

(Column 1) **NAME OF FEE**	(Column 2) **AMOUNT**	(Column 3) **DUE DATE**	(Column 4) **REMARKS**
Royalty Fee			
Royalty	5.5% of Gross Rooms Revenue ("GRR")	Monthly, payable on the 15th of the following month (Payable to Franchisor)	Note 1
Royalty in case of Casualty	5% of GRR based on average GRR for preceding 12 months.	Monthly, payable on the 15th of the following month (Payable to Franchisor)	Note 2
System Fund Contribution	3% of GRR.	Monthly, on the 15th of the following month (Payable to Franchisor)	Note 3
Technology Fee	Currently none. Franchisor may charge up to 1% of GRR, amount to be set by 30 days' prior written notice.	Monthly, on the 15th of the following month (Payable to Franchisor)	
Property Management System	Hotel Key (current vendor) ongoing charges are approximately $5.50 per room per month; PMS support $1 per room per month; IoT device support fee $30 per quarter. See also the Franchisor administrative fee under "other ongoing software costs," below.	As incurred	See Master Technology Services Agreement
Other ongoing software costs and support services	Fees will vary based on third-party vendor prices. Revenue Management System (RMS) from Flyr, Inc.: $5 per room per month; CRS, booking engine and channel management and Customer Relationship Management (CRM) coordinated systems from Amadeus iHotelier: $1,498 per month; Rate 360 service: $234 per month. Franchisor may collect and pay	As incurred, usually on a monthly basis.	See terms of Master Technology Services Agreement. Franchisor's administrative fee is to help cover Franchisor's expenses in vetting, arranging, and maintaining the

(Column 1) **NAME OF FEE**	(Column 2) **AMOUNT**	(Column 3) **DUE DATE**	(Column 4) **REMARKS**
	these fees from franchisees, in whole or in part, for third-party suppliers, and may add a reasonable administrative fee for Franchisor's associated costs, up to $500 per month (currently $250 per month) per Hotel.		supplier relationships.
Guest Assistance Program / Customer Satisfaction Fee	$150 handling fee per guest complaint / case managed by Landingplace Hotels corporate support team. Additional costs (e.g., refunds, complimentary stays, or rewards points) are also the responsibility of the Franchisee and will be included on the monthly franchise invoice. Franchisee is billed full cost of the resolution plus handling fee. Franchisor may change maximum rebate amount or increase handling fee with 30 days' prior written notice.	Monthly (Payable to Franchisor)	Guest Assistance Agent may offer guest a refund (up to the full cost of the stay), complimentary return stay, or rewards points to satisfy complaint.
Brand Non-Compliance Fee	$75 per approved guest room (including suites). Payable for each consecutive "Unacceptable" grade received on a quality assurance evaluation. For second consecutive and beyond unacceptable grade on a quality assurance evaluation, fee increases to $100 per guest room. Fee is capped at $25,000 per property (per Hotel) per 6-months.	Due within 10 days of billing.	The amount varies based on the nature, frequency, and severity of the Hotel's deficiencies.
Brand Non-Compliance Re-Evaluation Fee	$3,500. Payable for: (a) each consecutive quality assurance evaluation that Franchisor (or its designee) conducts to verify that the Hotel's deficiencies that were identified in the prior quality assurance evaluation have been resolved (other than a Special Audit, described below); or (b) any no-show, cancellation, or refusal by Franchisee to cooperate with a scheduled quality assurance evaluation or re-evaluation.	Due within 10 days of billing.	
Brand Non-Compliance Re-Evaluation Fee – Special Audit	$5,000. Payable each time Franchisor (or its designee) conducts a special on-site Quality Assurance evaluation ("Special	Due within 10 days of billing.	

(Column 1) **NAME OF FEE**	(Column 2) **AMOUNT**	(Column 3) **DUE DATE**	(Column 4) **REMARKS**
	Audit" or "Special"). Franchisor may conduct a Special: (a) to verify a default has been cured; (b) if the Hotel fails its opening inspection; or (c) if the Hotel fails its previous Special Audit.		
Guest Experience Score Fee and Social Review Score Fee	$150 per guest room / suite. Payable if the Hotel does not meet the minimum required guest experience score under the Brand Standards.	Due within 10 days of billing.	Guest Experience Scores and Social Review Scores are currently evaluated 2 times per year but Franchisor may modify that frequency at any time.
Enhanced Service & Quality Improvement Program	$15,000 - $25,000 for each 6-month period in the program. If the Hotel falls below Franchisor's minimum guest experience and quality standards score (detailed in the Brand Standards) for any rolling 6-month period, Franchisor may require Franchisee to participate in Franchisor's Enhanced Service & Quality Improvement Program until the deficiencies are resolved.	Due within 10 days of billing.	Fee varies based on the nature, frequency, and circumstances of the Hotel's deficiencies and is payable as long as the Hotel remains in the program.
"Red zone" training fees	$1,500 per day for onsite trainings, with the number of days and hours being in the Franchisor's sole discretion and business judgment; and, $500 per day (or portion thereof) for virtual trainings, with number of days and hours being in the Franchisor's sole discretion and business judgment.	As incurred.	If Hotel is deemed by Franchisor to be at risk, in the "red zone," or in default of Franchise Agreement, additional specialized and targeted "red zone" training and consulting sessions may be required.
Annual refresher / continuing trainings	For the General Manager: $1,000 per annual refresher training; For the Director of Sales: $1,000 per annual refresher training);	As incurred	Franchisor may adjust the training fees but not more than 5% higher per year unless

(Column 1) **NAME OF FEE**	(Column 2) **AMOUNT**	(Column 3) **DUE DATE**	(Column 4) **REMARKS**
	Annual revenue management refresher / continuing training for the Director of Sales of the Hotel: $750 per annual refresher training.		reasonably required due to cost escalations, regulatory changes or developments.
Guest Rewards & Loyalty Program	Not to exceed 8% of full folio revenue for qualified direct consumed reservations through the hotel's direct channels, GDS, or loyalty program directly. Fee only applies to reservations that are both (a) booked by guests who are members of the applicable rewards / loyalty program and (b) booked directly through Landingplace Hotels channels. If program is provided through a third-party vendor that includes revenue incentives/credits, then Franchisee's Hotel will benefit from such incentives/credits as applicable to the Hotel.	After billing. Due date determined by the specific program in place from time to time	As agreed between Franchisor and program vendor(s) from time to time. Franchisee must participate in any brand-specific or System-wide guest frequency or reward program. Programs are subject to change as detailed in the Brand Standards.
Centralized Payment Programs	Third-Party Reservation Charges: as determined by program vendor. These required programs centralize and automate payments to third parties, including online travel agencies, group and meeting planners, travel planners, and other sales and distribution channels.	If invoiced, within 15 days of billing. If collected through ACH, on the 12th business day of each month (or for Third-party Reservation Charges, on the 20th day of each month).	"Third-Party Reservation Charges" include the costs and fees incurred in connection with third-party reservation systems.
Transfer Fee	$500 per guest room, but in no event less than a minimum fee of $60,000.	Due with application to do a Transfer.	Payable for any proposed Transfer that does not qualify as a Permitted Transfer (not a change of control).
Permitted Transfer Processing Fee	$5,500. Only payable with regard to any proposed Transfer that qualifies as a Permitted Transfer	Payable when you submit notice to the	

(Column 1) **NAME OF FEE**	(Column 2) **AMOUNT**	(Column 3) **DUE DATE**	(Column 4) **REMARKS**
	that requires advance notice to the Franchisor.	Franchisor regarding a Permitted Transfer.	
Re-licensing Application Fee	\$50,000. Payable for any re-licensing of a hotel property by the Franchisor, to an existing franchisee.	Due and payable with application.	
Public Offering or Private Placement Processing Fee	\$5,000. Franchisee must also pay any additional costs Franchisor may incur in reviewing Franchisee's offering/placement documents, including reasonable attorneys' fees.	Due and payable when Franchisee requests Franchisor's consent.	
Consultation and service fees	Payable if you request and if we choose to make consultation and/or other voluntary services available to you. Reimburse the travel costs and out-of-pocket expenses, if any, of representatives of Franchisor (if any) who provide consultation or services at the Hotel.	Payable upon request by Franchisor.	Cost will depend on the nature of the consultation (whether it requires physical presence at your Hotel), and based on Franchisor's availability.
U.S. Government Travel Agency Programs	For any such program that has a flat fee, Franchisor may change that fee to a percentage-based fee, up to 1.45% of consumed room revenue, or up to 2.25% for the FedRooms and Department of Defense Preferred programs. Payment amounts will vary depending on changes in U.S. government and military travel programs and policies. Billed on TACS invoice.	If invoiced, due within 15 days. If ACH, due on the 15th of the month.	Note 4
Travel agent commissions	10% minimum commission on Gross Rooms Revenue.	If invoiced, due within 15 days. If ACH, due on the 15th of the month.	Since these invoices will come from various travel agents as well as from us as a pass-through from the travel agent to the hotel, the "payable" entity will vary.

(Column 1) **NAME OF FEE**	(Column 2) **AMOUNT**	(Column 3) **DUE DATE**	(Column 4) **REMARKS**
Voice reservations service	Up to 9% per net booking	If invoiced, due within 15 days. If ACH, due on the 15th of the month	Note 5
Tax on sales / gross receipts, or similar taxes	Reimburse Franchisor's actual costs, if any, for sales, gross receipts or similar taxes imposed on Franchisor due to providing products or services to you.	Upon notice from Franchisor	
Guest entertainment, streaming, local guide platform	$6 to $10 per room per month (after the initial fee stated in Items 5 and 7). Plus variable cost for local network channels provided by local cable or DirecTV provider.	Monthly	Subject to change depending on third-party vendor price changes from time to time.
Capital Reserve	Up to 3% of Gross Revenue (see Section 5.6 of the Franchise Agreement).	Monthly (If Required by Franchisor)	Note 6
Standard Fee for Room Additions	$300 per additional guest room or suite.	Due with the room addition application (Payable to Franchisor)	Note 7
Public Offering or Private Placement Processing Expenses	Reimbursement of Franchisor's attorney fees in connection with its review of prospectus.	When you or any of your owners submits request for approval of private placement or public offering (Payable to Franchisor)	Note 8
Interest / late charges	1.5% monthly (18% annualized). Franchisor may increase rate if legally permitted and commercially reasonable, on 30 days' advance written notice.	As incurred (beginning 30 days after any payment is due)	
Audit	Amount of deficiency, interest and, if payments understated by 5% or more, reimburse our audit fee of approximately $4,500 (audit fee may be increased on a System-wide basis).	Upon notice from Franchisor	Note 9
Indemnification	Reimburse us in the amount calculated as our costs incurred in	Upon demand	Note 10

(Column 1) **NAME OF FEE**	(Column 2) **AMOUNT**	(Column 3) **DUE DATE**	(Column 4) **REMARKS**
	connection with any legal action, proceeding or settlement relating to your Franchise Agreement or your establishment or operation of the Hotel.		
Liquidated damages payment	If Franchise Agreement is terminated due to Franchisee default: 5.5%, multiplied by 3 times the Gross Rooms Revenue (GRR) for preceding 12 months. If Hotel not yet open for 12 months, then use 12 times average GRR for the full months it was open. If Hotel not yet opened, then use 12 times the monthly average GRR for all Hotels in Brand System over the last 12 months. If less than 3 years remain in term, then reduce the multiplier "3" in the calculation, pro rata.	Promptly upon Termination (Payable to Franchisor)	Note 1, and Item 17 f., g., h. Not applicable if termination is due to casualty.

Note 1: Franchisor can require you to make any payments due to Franchisor to its parents, affiliates, subsidiaries or other designees. Franchisor Unless otherwise stated, all charges and fees on the table above are nonrefundable and the charge or fee or its formula is uniformly imposed on similarly-situated franchisees.

"Gross Rooms Revenue" or "GRR" means the gross revenue and receipts of every kind attributable to or payable for rental of guest rooms and suites at the Hotel, including, but not limited to, no-show revenue, early departure or late check-out fees, attrition or cancellation fees, any mandatory fee or surcharge charged to all or substantially all guests (including but not limited to resort or amenities fees, although inclusion of such fees or surcharges does not constitute approval by Franchisor of such fees and surcharges, which may be limited or prohibited), the amount of all lost sales due to the non-availability of guestrooms/suites in connection with a casualty event, whether or not Franchisee receives business interruption insurance proceeds, any awards, judgments or settlements representing payment for loss of room sales and any other revenues allocable to rooms revenue under the Uniform System of Accounts for the Lodging Industry 12th Revised Edition (2024). No deductions shall be allowed for charge backs, credit card service charges, commissions, uncollectible amounts or similar items. Charges for any item, including, but not limited to, telephone charges, entertainment, laundry, dry cleaning, gym/fitness center access, cable, internet, cleaning, the cost of any food and beverage items, room service or other items provided or made available to a guest as an incident of a guestroom/suite rental shall not be considered a deduction from Gross Rooms Revenue. Gross Rooms Revenue excludes sales tax, value added tax, or similar taxes on such revenues and receipts.

Franchisor may require you to settle all outstanding obligations payable to Franchisor by direct account debit, electronic funds transfer, or other similar technology designed to accomplish the same purpose. Franchisor may also charge royalties on revenues from any activity that you provide at the Hotel by mutual agreement with Franchisor if such activity: (i) is not offered at System Hotels generally (at the time you enter into the Franchise Agreement) and is likely to benefit significantly from, or be identified significantly with, the Landingplace Select brand name or other aspects of the Brand System; or (ii) is designed by or developed by Franchisor.

Note 2: If your Hotel is closed because of damage due to fire or other casualty, then during the time that your Hotel is closed, you will pay to Franchisor (instead of all other System fees under Section 3 of the Franchise Agreement) a royalty of 2% of GRR based on the average GRR for the 12 months preceding the date of closing. However, if your Hotel has not been operating in the Brand System for 12 months, then for this purpose the GRR will be based on the average monthly GRR for the period that the Hotel has been operating in the Brand System.

Note 3: You must pay a System Fund Contribution equal to 3.0% of GRR. See Section 4.5 and Exhibit B of the Franchise Agreement. This fee is not refundable. Franchisor will use these funds as it determines for marketing, reservations and other related activities, which, in Franchisor's sole business judgment as to the long-term interests of the Brand System, strengthen the Brand System. System Fund Contributions are typically invested in activities that strengthen the brand such as awareness advertising, research, and the development of new or improved services, but may include tactical marketing initiatives more focused on short term revenue enhancement. The System Fund Contribution does not include the cost or installation of reservation services equipment or training in the use of the equipment. Examples of System Fund expenditures may include: paying for some aspects of the various software (PMS, RMS, CRS, etc.) that franchisees use (other than the aspects that the franchisees specifically pay for, as listed in separate rows of this table), marketing, advertising, property support, franchisee portal, quality assurance inspection software, loyalty program software, and booking engine software. The Franchisor can change the Brand System Fund from time to time if the change is approved by a majority of members (counted on the basis of one Hotel, one vote) of the Brand System who represent a majority of the Hotels to be subject to the increase. The Franchisor can convene said meeting on at least 45 days' advance written notice. The System Fund Contribution is subject to change by Franchisor from time to time. Franchisor may, on 30 days prior written notice, increase the System Fund Contribution by up to 1% of GRR per year. Franchisor's designated internal franchise committee or subcommittee must approve any increase and must determine, in the exercise of its business judgment as to the long-term overall interests of the Brand System, and that the increase was adopted in good faith and is consistent with the long-term overall interests of the Brand System.

Note 4: Franchisee is not required to participate in U.S. government travel agency programs, but if Franchisee does choose to participate in the Department of Defense (DOD) Preferred Program, then Franchisee must also participate in the FedRooms Program at the same rate. Franchisor may, in its business judgment, enter into various government and military travel programs, which currently include FedRooms, CWTSato, DOD Preferred, Omega World Travel and ADTRAV Government. For any such program that has a flat fee, Franchisor may, in its business judgment, change that fee to a percentage-based fee, up to 1.45% of consumed room revenue, or up to 2.25% for the FedRooms and Department of Defense Preferred programs. Franchisee is not required to participate. However, if Franchisee does participate in the DOD Preferred Program then Franchisee must also participate in the FedRooms Program at the same rate.

Note 5: Payable to us, and we then pay the voice reservation third-party vendor (currently, Amadeus). Participation in the Landingplace Hotels voice reservations service program is required, but your Hotel may elect to process reservations at the Hotel level if and when desired. The voice reservations service program is a service whereby reservation calls to your Hotel will be referred to an offsite call center. Participation is defined as having the ability to transfer all rooms reservations calls to the call center to ensure 24/7 reservation-handling capability regardless of business demands at the property level. The offered services may include reservation services for all calls transferred from the Hotel including new reservations and modifications or cancellations of existing reservations; telephone connections between the Hotel and the reservation office; equipment, management and staffing for the reservation office; and monthly performance reports for the Hotel. These services will require you to pay additional fees and sign a voice reservation services agreement, if required by the vendor(s) utilized from time to time.

Note 6: Franchisor may impose or change the capital reserve requirements for your Hotel from time to time. If Franchisor requires a capital reserve (the "Capital Reserve"), you must establish a Capital Reserve account of up to 3% of Gross Revenue annually for capital expenditures and upgrading of the hotel including renovation of public areas, guest rooms, guest room corridors and replacement of furniture, fixtures and equipment. The capital reserve, if required, must be funded monthly. Since the Capital Reserve may not be sufficient to maintain the Hotel as a first-class facility in accordance with the Brand Standards, you must promptly provide any necessary additional funds to meet Franchisor's product quality and consumer quality requirements. Franchisor will give you at least ninety days' notice of any establishment or change in Capital Reserve requirements. Renovations will include hardware updates at least once every 7 years unless otherwise directed by the Franchisor based on changes in the Brand System. (See also Sections 5.4 and 5.6 of the Franchise Agreement.)

Note 7: We charge this fee in connection with applications for approval of any guest rooms/suites to be added to the Hotel. We may require upgrading of your existing facility as a condition of approving a room addition application. We must approve your extension request in writing and such approval is not automatic. Fees paid in connection with additions are non-refundable.

Note 8: If you propose a securities offering requiring registration under any federal or state securities law, you must apply to us (the Franchisor) for approval of the offering and pay for reasonable attorneys' fees, which may be incurred by Franchisor for the review of such securities offering.

Note 9: If an audit by us (or our agent) discloses a deficiency in any payment and the deficiency is not offset by overpayment, you must immediately pay us (the Franchisor) the deficiency and reimburse the Franchisor's audit fees, which are currently approximately $4,500 per audit. If the audit does not result in a deficiency being assessed of at least 5% of payments due to us for the relevant period, then you will not pay an audit fee. Amounts not paid when due will accrue interest, beginning on the first day of the following month, at 1.5% per month or the maximum interest permitted by law.

Note 10: You must, at your sole cost, at all times indemnify, defend and hold harmless (to the fullest extent permitted by law) Franchisor, its parent (if any), subsidiaries and affiliates and their officers, directors, managers, shareholders, owners, members, designees, employees, agents, attorneys, representatives, successors and assigns against any and all claims, losses, liabilities and costs (as denominated in the following paragraph) incurred in connection with any judicial, administrative or arbitration action or proceeding (including bankruptcy, insolvency, debtor/creditor or similar proceedings), suit, claim, demand, investigation, or formal or informal inquiry (regardless of whether any of the foregoing is reduced to judgment) or any settlement of the foregoing, which actually or allegedly, directly or indirectly, arises out of, is based upon, is a result of or is related in any way to any element of Franchisee's entry into the Franchise Agreement; Franchisee's establishment, conversion / construction, ownership, opening and operation of the Hotel and Location, including any other business operating within or in relation to the Hotel (which other business, if any, shall be subsumed within this paragraph's references to the Hotel) and further including (without limitation) any personal, bodily or mental injury, death, property damage or loss, suffered by any guest, visitor, manager, operator, supplier or employee of the Hotel or Location; crimes committed on or near any of the premises or facilities of the Hotel or Location or vehicles used by the Hotel; all acts, errors, neglects or omissions engaged in by Franchisee, its contractors or subcontractors, as well as any third party, arising out of or related to the design, construction, conversion, build-out, outfitting, remodeling, renovation or upgrading of the Hotel, whether or not any of the foregoing was approved by Franchisor; and, various other types of matters specified in Section 15 and elsewhere in the Franchise Agreement. Franchisor will have the right, through counsel of its choice, to control any matter to the extent it could directly or indirectly affect Franchisor and/or its parent, subsidiaries or affiliates or their officers, directors, employees, agents, successors or assigns. You must pay Franchisor all expenses, including attorneys' fees and court costs, incurred by Franchisor, its parents, subsidiaries, affiliates, and their successors and assigns as a result of any claimed occurrence or to remedy any defaults of, or enforce any rights under the Franchise Agreement; to effect termination of the Franchise Agreement; or collect any amounts due under the Franchise Agreement.

General: We (the Franchisor) can require you to settle all outstanding obligations by electronic funds transfer, direct debit or other similar technology designed to accomplish the same purpose. Except as described above, all monthly payments must be made to us by the 15th day of the following month, in U.S. currency, unless otherwise specified by us.

We may consider requests to alter the requirements described in this Item. We will only consider proposed changes under special circumstances and any changes must comply with applicable laws.

ITEM 7 ESTIMATED INITIAL INVESTMENT

The following table provides an estimate of the initial investment for an 80-125 rentable rooms Hotel.

YOUR ESTIMATED INITIAL INVESTMENT

Estimate for an 80-125 rentable rooms Hotel				
(Column 1) **Type of Expenditure**	(Column 2) **Amount**	(Column 3) **Method of Payment**	(Column 4) **When Due**	(Column 4) **To Whom Payment Is to be Made**
Initial Franchise Fee (Note 1)	$50,000, including the $10,000 application fee	Lump sum	With application	Franchisor
Property Improvement Plan ("PIP") fee	$6,000	Lump Sum	With your franchise application	Franchisor
PIP Renovation Failure / Extension Fee (if applicable; if not, then zero) (Note 2)	$0 - $10,000	Lump Sum	With your application to extend, at least 3 months before opening	Franchisor
Brand Non-Compliance Re-Evaluation Fee – Special Audit (if applicable; if not, then zero) (Note 2)	$0 - $5,000	Lump Sum	Within 10 days of billing	Franchisor
Opening Process Services Fee	$6,000	Lump Sum	With your franchise application	Franchisor

Estimate for an 80-125 rentable rooms Hotel				
(Column 1) **Type of Expenditure**	(Column 2) **Amount**	(Column 3) **Method of Payment**	(Column 4) **When Due**	(Column 4) **To Whom Payment Is to be Made**
Management Company	Varies. You negotiate with your Hotel's Management Company.	As required by Management Company	As required by Management Company	Your chosen Management Company
Land (varies) (Note 3)	Varies	As required	Monthly rent	Landlord / 3rd parties
Property Management System (PMS) initial setup (Note 4)	$5,779 – $6,074	Upon invoice	Before opening	Franchisor (if Franchisor chooses to collect on behalf of supplier); otherwise, supplier.
Guest entertainment and internet streaming platform (Note 5)	$7,920 - $16,125	Upon invoice	Before opening	Franchisor (if Franchisor chooses to collect on behalf of supplier); otherwise, supplier.
Initial trainings fees (Note 6)	$3,500	ACH transfer	Before opening, and 14-21 days before each training	Franchisor
Initial trainings -- travel, lodging, meals expenses	$1,500 - $4,000	As incurred		3rd parties (airlines, lodging providers, restaurants, etc.)
Construction, remodeling, leasehold improvements, and decorating costs (Note 7)	$50,000 - $2,200,000	As required by suppliers	As required by suppliers	Contractors and other suppliers
Inventory to begin operating	$2,000 - $10,000	As incurred	Prior to opening	Suppliers
Security deposits, utility deposits, business licenses, and other prepaid expenses (Note 8)	$5,000 - $20,000	Lump sum	Prior to opening	Local utilities and government agencies
Office equipment and supplies	$500 - $3,000	As incurred	Prior to opening	Suppliers
Furnishings (soft goods, and refresh of furniture, fixtures, and equipment)	$10,000 - $150,000	As agreed with suppliers	Prior to opening	Suppliers
Other computer hardware, software,	$7,650	Lump sum	Prior to opening	Suppliers designated by Franchisor, or if

Estimate for an 80-125 rentable rooms Hotel				
(Column 1) **Type of Expenditure**	(Column 2) **Amount**	(Column 3) **Method of Payment**	(Column 4) **When Due**	(Column 4) **To Whom Payment Is to be Made**
and point of sale systems (Note 9)				Franchisor so directs, directly to Franchisor (collecting in whole or in part for suppliers)
Grand opening advertising	\$5,000 - \$15,000	Lump sum	Before and shortly after opening	Suppliers
Signage	\$20,000 - \$75,000	As required by suppliers	As required by suppliers	Suppliers approved by Franchisor, or if Franchisor so directs, directly to Franchisor (collecting in whole or in part for suppliers)
Organizational expenses	\$5,000 - \$25,000	As incurred	Prior to opening	Suppliers
Permits, licenses and other governmental fees (Note 10)	\$10,000 - \$50,000	As incurred	Prior to opening	Local/State Authorities, 3rd parties
Insurance – 3 months (Note 11)	\$18,000 - \$30,000	Before opening		Carrier(s)
Professional fees (Note 12)	\$10,000 - \$125,000	As incurred	Prior to opening	Accountant, attorney, other third parties
Set-Up Costs (Note 13)	\$2,000 - \$6,000	As incurred	Prior to opening	Suppliers, personnel / staff
Uniforms	\$3,000 - \$6,000	Lump sum	Prior to opening	Suppliers
Lender Comfort Letter Processing Fee (if applicable – if not, then zero) (Note 14)	\$0 - \$3,500	Lump sum	Prior to our providing a lender comfort letter	Franchisor
Hotel Additional Funds and Prepaid Expenses during the initial phase (first 3 months after opening) (Note 15)	\$50,000 - \$250,000	As incurred		Employees, suppliers, Utilities
TOTAL (Note 16)	**\$278,849 to \$3,082,849** (These estimates do not include real estate related costs, contingency funds, and other items that Franchisor cannot estimate)			

To Franchisor's knowledge, none of the expenditures described above are refundable, unless otherwise indicated.

Your total investment will vary depending on, among other things, size, land cost, construction costs, delays, contingencies, amenities and economic conditions.

Note 1: A portion of the Initial Franchise Fee is refundable only in the circumstances stated in Item 5: If 180 days pass after the date that Franchisee submitted its franchise application and signed with the Franchisor a non-binding letter of intent or other initial non-binding term sheet regarding the franchised Hotel, and Franchisee has failed to obtain Franchisor approval for the Hotel site and secure legal use of the Hotel site for the duration of the Term, then either party (Franchisee or Franchisor) may cancel and terminate the Franchise Agreement upon written notice to the other party, in which case Franchisor shall refund to Franchisee the Initial Franchise Fee, less the Application Fee, and Franchisee shall execute a general release in favor of Franchisor.

Note 2: The PIP Renovation Failure / Extension Fee may or may not apply, depending on timing. It is due for every 6-month period (if any) or portion thereof that you fail to complete the pre-opening PIP work on time, until you complete it. Your Franchise Agreement and/or your PIP will require you to begin and complete construction by certain deadlines. You may apply for an extension of the deadlines, and you must pay an extension fee. We must approve your request in writing and such approval is not automatic. You must pay any expenses we incur in processing the extension request. If we consent to the extension, we will set a new Opening Date, the PIP/Renovation Failure/Extension Fee will be non-refundable, and we may (at our option) require you to modify any previously-approved plans, conversion / construction documents, or the PIP (as applicable), to comply with the then-current design, equipment and other aspects of the Brand System. If we deny your extension request, we will refund the PIP/Renovation Failure/Extension Fee, after extracting any fees incurred or that will be incurred by us due to failure to open the Hotel on time. You must also indemnify us for all costs and expenses that we incur directly or indirectly as a result of Franchisee's failure to open the Hotel on or before the anticipated Opening Date, including any amounts (if any) that we pay with respect to guests whose reservations at the Hotel are cancelled.

Similarly, the Special Audit re-evaluation fee may or may not apply, depending on timing. It is payable for, among other things, your Hotel fails its opening inspection, requiring a re-evaluation.

Note 3: Since land values vary so dramatically, it is not possible for Franchisor to estimate the amount required to purchase or lease the land necessary to operate the Hotel. The approximate size of the property and building for an 80-125 rentable rooms Hotel is 1.25 to 2.5 acres, and the probably types of locations are urban centers, suburban areas near retail, hospital, or industrial centers, or around highway/interstate exit locations. You can develop your own estimate by applying the acreage requirements to the local land sale or lease costs in the geographic area in which the Hotel will be situated. The cost estimates listed above for construction of the building and for furniture, fixtures and equipment are for newly developed Landingplace Select hotels rather than conversions. Your land acquisition costs will vary depending upon a multitude of factors including whether the property is purchased or leased, the size and location of the property, and the availability of financing on commercially reasonable terms.

Note 4: Current PMS third-party vendor, Hotel Key, charges one-time implementation costs as follows: on-site implementation $3,500 per property, plus $750 per day after the third day if necessary; remote implementation $1,200 per property; IoT (internet of things) device requirement $500 per property; IoT device support fee $30 per quarter.

Note 5: Based on third-party vendor's estimated initial fee of $99 - $129 per room/suite for setup at a hotel with between 80 to 125 rooms/suites.

Note 6: Initial required trainings include: $1,500 for General Manager Orientation Training, due 14 days before the training; $1,500 for Director of Sales / Commercial Leader Orientation Training, due 14 days before training; $500 for Revenue Management Strategies Training initial certification for your Director of Sales of the Hotel, due 21 days before training.

Note 7: The cost of this expense category varies widely, as our estimates indicate. We expect that most or all premises used for Landingplace Hotels will be conversions from other hotels / lodging facilities, as opposed to new constructions. While new construction estimates are easier to do since they are based on construction costs of a new building, conversions can have widely ranging estimates depending on the quality of the hotel being converted. For example, a hotel that was renovated 2 years ago and only needs basic brand elements will be dramatically lower than a distressed hotel needing significant construction work and renovations.

Note 8: The security deposits you must pay to utilities, lessors, and vendors or suppliers of other products or services will vary from Hotel to Hotel.

Note 9: Includes initial purchase of computer hardware and software, at $4,500, and first three months of required monthly maintenance cost at $1,050 per month. These are estimates, subject to pricing that you may negotiate with suppliers. Franchisor may collect and pay fees to various third-party vendors and then bill the Franchisee plus an administrative fee (up to $500 per Hotel per month; currently it is $250 per month), which will be stated in the Master Technology Services Agreement, depending on circumstances. Hotels with existing relationships and contracts with Landingplace Select required vendors may result in reduced onboarding costs for certain technology as determined by the vendors' pricing from time to time. The estimated range includes initial three months' worth of the current estimates for: Revenue Management System (RMS) from Flyr, Inc.: one-time implementation fee $250 per property; CRS, booking engine and channel manager from Amadeus iHotelier / Customer Relationship Management (CRM) coordinated systems: $1,498 per month; and, Rate 360 service: $234 per month.

Note 10: This estimate is for a conversion property (converting an already fully built and operable lodging facility to the Landingplace Select Hotel); we expect the majority of our franchised outlets to be conversion properties. Also note that this estimate could vary widely depending on location and circumstances of your lodging facility. The licenses and permits you must obtain to operate the Hotel vary depending upon the state, county or other political subdivision in which the Hotel is situated.

Note 11: Franchisor's specifications for the amount and type of insurance coverage are in Section 16 of the Franchise Agreement. If you fail to procure or maintain the insurance coverages and limits set forth in Section 16 of the Franchise Agreement, Franchisor will have the right and authority (but not the obligation) to procure such insurance at your cost, including any costs incurred by Franchisor for procurement and maintenance of such insurance. Franchisor currently requires that you obtain the following insurance:

Insurance Coverage	Minimum Coverage Amounts
Broad Form Comprehensive Commercial General Liability. Must not exclude Hotel coverage regarding sexual assault & molestation, and assault & battery.	$1,000,000 per occurrence / $2,000,000 aggregate
Fire and Extended Coverage	Replacement cost of the building and contents
Business Interruption Insurance covering royalties and other sums payable to Franchisor – insuring against 'all risks' of physical loss or damage, and to be endorsed to provide for payments to be made directly to the Franchisor	Amount equal to 12 months of average gross room revenue
Business Automobile Insurance Liability (including hired and non-owned liability)	$1,000,000 combined single limit
Workers' Compensation/Employer's Liability and Employee Insurance	Statutory limits for workers' comp; $500,000 for employer's liability

Builders' and/or Contractor's Insurance – commercial general liability (including product liability, completed operations, contractual liability); business automobile liability insurance	$1,000,000 per occurrence for general liability; $1,000,000 auto liability
Employment practices liability	$500,000 per occurrence
Holder of liquor license – liquor liability	$1,000,000 per occurrence

Liability insurance premiums for required coverages can range from $18,000 to $30,000 to cover a 3-month period for the average hotel room count in the average market we are targeting, or higher depending on such factors as jurisdiction, exposures, type of Hotel, loss history, location, size of Hotel, payroll size, and other factors.

Note 12: The estimates for this category include charges imposed by your architects, designers, consultants, engineers, insurance carriers, attorneys, and accountants. The actual amount will depend solely upon arrangements you make.

Note 13: A Landingplace Select hotel will incur certain miscellaneous expenses for salaries and wages, and other operating costs, prior to opening. Since franchised Landingplace Hotels will in most cases be conversions of existing hotels from other brands, we expect there to be minimal expenses prior to opening and revenue generation, except for the relatively rare occasions where a hotel is closed for renovation prior to opening as a Landingplace Select hotel. For pre-"opening" as a Landingplace Select hotel, expenses related to the conversion are mostly already accounted for in the technology aspects, Property Improvement Plan, or other areas already covered by this table. For wages and related items for your Hotel's team training and other activities (outside of the General Manager, Director of Sales, and Revenue Management training and certification already listed elsewhere), a range of $2,000 to $6,000 is expected, since your personnel will likely already be in place, with the hotel generating revenue even prior to conversion to a Landingplace Select hotel. The range listed here is for wages due to pre-opening training and related operating costs outside of the normal scope of business for the existing hotel.

Note 14: If you or your lender (if you have one) do not request or require a lender comfort letter, then your cost for this item would be zero.

Note 15: This estimates your additional funds for the first three months after opening. In compiling this estimate, we rely on actual vendor estimates; assumptions based on average hotel size and number of employees, and generally accepted industry norms. These figures include opening advertising programs, payroll costs, royalties, marketing fees, reservation fees, hardware/software support, utility charges, and other supply costs. Your costs will depend on factors such as: how closely you follow Franchisor's methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for the Hotel brand's services; the prevailing wage rate; competition; and sales level reached during the initial period. The estimate of additional funds does not include an owner's salary or draw.

Note 16: In compiling these estimates, we rely on actual vendor estimates; assumptions based on average hotel size and number of employees, and generally accepted industry norms. The above table may not reflect all of your expenses in opening the Hotel. There may be other items which Franchisor is unable to estimate. The estimate does not include any finance charge, interest or debt service obligation. We and our affiliates do not normally finance the Franchisee's initial investment, although we may negotiate a loan or investment in a franchisee on a case-by-case basis.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Except as described below, you are not required to purchase or lease products or services from Franchisor or its affiliates, or from suppliers approved by Franchisor, or under Franchisor's specifications.

You, as the Franchisee, may only offer goods and services that are pre-approved by the Franchisor in accordance with the Brand Standards. This includes core amenities such as optional housekeeping, laundry facilities, sundry shops, and other approved on-property services on a case-by-case basis. You must offer all required services designated as part of the Landingplace Select model. You may not offer services such as gaming, casino operations, adult entertainment, or operate bars, lounges, or other non-aligned services without prior written approval from the Franchisor in each instance. Shared facility use with any other brand or business is not permitted unless authorized in writing. Use of the Hotel property for unauthorized purposes such as long-term residential leases, transitional housing programs, or shelter-type arrangements, is strictly prohibited unless expressly pre-approved in a signed writing by the Franchisor in each instance. You may not enter into block-lease arrangements or master lease arrangements with third-party housing operators without Franchisor approval.

Standards and Specifications:

You must build, design, furnish, equip, decorate and supply the Hotel subject to Franchisor's approval of your plans as outlined in the Landingplace Select Brand Standards. Franchisor will provide you with the design criteria for the Work for the Hotel, within thirty (30) days of the effective date of the Franchise Agreement, and in a timely manner for any periodic renovation (which is required at least once every 7 years). The design criteria that the Franchisor furnishes to you will not address the requirements of any federal, state or local law, code or regulation, including those of the ADA or similar laws or rules. You must equip the Hotel with products which meet Franchisor's standards and specifications, including those described in the Franchise Agreement and Brand Standards for the Landingplace Select brand. All modernization, renovation and upgrading of your Hotel must also meet Franchisor's Standards and specifications. Franchisor issues specifications by brand of product and in many instances by brand "or equivalent", by physical characteristics and by other methods, depending on the product, or service involved. Franchisor retains the right to make changes to the Brand Standards. These changes will become binding on you as if originally set forth in the Brand Standards. Franchisor will provide you with an explanation of any change, in writing, at least 30 days before it goes into effect.

You (the Franchisee) must retain a qualified architect, engineer (if appliable) and interior designer in order to complete the work before opening and, as needed, for any periodic renovations (required at least once every 7 years) throughout the term of the Franchise Agreement. Depending on the nature of the project, Franchisor may require that you retain other specialty consultants. You must obtain Franchisor's prior written consent before retaining or engaging any architect, engineer, interior designer for the Hotel, interior designer for any food and beverage outlet at the Hotel, and the project manager or general contractor, which consent shall not be unreasonably withheld.

We estimate that approximately 80% to 90% of the total initial investment (Item 7) may be spent on goods and services that must be purchased or leased from the Franchisor or its affiliates, or from designated/approved vendors, or according to the Franchisor's specifications. We estimate that approximately 80% to 90% of the franchisee's ongoing operating costs will involve goods and services required to be purchased or leased from the Franchisor or its affiliates, or from approved vendors, or according to the Franchisor's specifications.

If you purchase or lease any equipment or supplies not previously approved by Franchisor may require you or the manufacturer to submit a written request for its approval. Franchisor reserves the right to require removal of any non-approved product installed at the Hotel. While Franchisor has no obligation to respond within a certain time frame, it expects to do so within 30 days from receipt of your request, but this may vary depending on operational circumstances. Franchisor may require certain information, tests, certifications and inspections, at no expense to Franchisor, as a condition of approval.

Franchisor requires you to hire qualified, licensed, professional advisors in the form of a project team, which may consist of, depending on complexity and scope of the work, an architect, interior designer, engineer or other related specialist when building or renovating a Hotel. Such consultants shall have a professional reputation in the industry, be qualified to provide the services required for the Hotel project and maintain appropriate insurance coverages.

Any design work submitted by unqualified individuals hired by you will be rejected and your Hotel can be subject to Property Improvement Plan (PIP) default, resulting in an assessment of fees under the terms of your Franchise Agreement. The PIP/Renovation Failure/Extention Fee for such PIP default will be $10,000 for every 6 months (or portion thereof) that the failure continues. At our sole discretion, you may be required to remove any product installed in your Hotel that has not been approved by Landingplace Select review process before installation.

Suppliers:

If Franchisor requires you to purchase equipment, furnishings, supplies or other products or services for the Hotel from a designated or approved supplier or service provider in the Franchise Agreement, the Brand Standards, or other communication to you, then you must purchase the mandated item unless you receive prior approval from Franchisor to purchase such products from another source whose products meet such specifications. The Franchisor does negotiate some (but not all) purchase arrangements with suppliers, including price terms, for the benefit of franchisees.

Our criteria for approving alternative suppliers are not available to franchisees. We will not charge you any fee for reviewing these items except for reimbursing our out-of-pocket expenses for such review, which will vary by item and supplier submitted for approval. If such expenses are less than $250 then we will not charge you any fee for evaluating the alternate supplier/item. We have no formal procedures for securing our approval to purchase from alternative suppliers; such approvals are evaluated and granted on a case-by-case basis based on our current scale and operational needs of the Brand System, as well as pricing, availability and service expectations. Such approvals are subject to revocation at any time, in writing from us, if the supplier no longer meets our Brand Standards or if a material concern regarding reliability, pricing, quality, or support arises. We aim to provide written notification to a franchisee of such approval or disapproval within 30 days of receiving a complete request from the franchisee but this may vary depending on operational circumstances.

You may purchase your equipment, furnishings and supplies for the Hotel from any source, provided that the products meet the specifications in the Brand Standards, except for suppliers of certain components of the property-based technology and telecommunications systems and as may be noted elsewhere in this Disclosure Document. Franchisor may provide you with information and recommendations concerning firms which offer products and services (which the Franchise Agreement and/or the Brand Standards require you to use) which are necessary and useful to the operation of a Hotel, or which meet the Brand Standards and specifications. However, Franchisor has no ongoing obligation to provide purchasing information to you, and Franchisor's practice and approach to this activity may change at any time. Your Franchise Agreement does not require Franchisor to engage in or continue these voluntary activities.

In furnishing supplier or service provider information and making recommendations, Franchisor uses its business judgment regarding the long-term interests of the Brand System as a whole, based on its information at that time concerning quality, performance, competitive pricing and similar factors. However, by identifying or recommending a supplier or service provider, Franchisor makes no warranty to you of these or any other factors. Your use of an identified or recommended supplier or service provider, selling products or services meeting the Brand Standards and specifications may make it easier for you to comply with the Brand Standards and specifications, but it is not a substitute for compliance.

While Franchisor may, from time to time, communicate with you or your suppliers/service providers regarding supply/service provider issues and take steps to improve performance or resolve complaints, Franchisor has no responsibility for the financial condition or performance of any supplier or service provider.

Suppliers may offer Franchisor the opportunity to take advantage of funds to support special marketing programs, training and other services that support the Brand System at international, national, regional, and hotel-specific levels. When these options are available and selected, Franchisor uses these funds as designated, and to the extent possible to benefit the Brand System, and the systems of Franchisor's other brands which purchase from suppliers. Franchisor and its affiliates may enter agreements with suppliers and receive revenue attributable to purchases by franchisees and by Franchisor and its affiliates.

Nothing in your Franchise Agreement prevents Franchisor from having an ownership interest in any other business, including firms providing products or services to you or providing procurement services to you. If Franchisor has, or later acquires, an ownership interest in a product or service provider, Franchisor has no obligation to maintain that interest or to refrain from disposing of it as Franchisor sees fit.

No officer of Franchisor currently owns any interest in an approved supplier or service provider.

Channel Management System, Central Reservation System, Guest Management, Voice Reservatons / Call Center, Rate 360 Rate-Shopping Service, Booking Engine, GDS Advertising, and Demand 360 Analytics:

You must use the supplier(s) we designate (currently, Amadeus) as your channel manager and central reservation system, as well as the supplier we designate (currently. Amadeus' iHotelier platform) for your guest management system, voice reservations / call center, Rate 360 rate shopping service, booking engine, GDS advertising, and Demand 360 analytics service. The address of Amadeus is 1500 District Avenue, Burlington, MA 01803 and their phone number is 888-829-8871.

Revenue Management System and Computerized Enhancements:

You must use Flyr, Inc. (also known as "Flyr") as the vendor for your revenue management system. It is provided by Flyr, Inc. which has an address at 160 Spear St, San Francisco, CA 94105 and an email address of hello@flyr.com.

You must purchase equipment, software and services for property-level technology and telecommunications systems from third-party vendors whom Franchisor designates or who meet Franchisor's specifications (see Item 11).

Property Management System and Revenue Management System:

You must install the certified equipment specified for the PMS as required by Franchisor. The PMS equipment is also used for accessing the Reservation System. PMS equipment, software and maintenance are described in the Master Technology Services Agreement (Exhibit C to this disclosure document). You must purchase PMS training, implementation and hardware and software support services (see Item 6). You must also enter into the then-current joinder or participation agreement of the applicable designated supplier in order to obtain the PMS system hardware, software and deployment services at your Hotel and for the procurement and installation of hardware, software, and installation services of a credit card solution at your Hotel.

Hotels will operate a computerized property management system (PMS) that has been certified by Franchisor and must maintain the PMS in conformance with the business and performance standards of Franchisor. Hotels will be responsible for establishing and maintaining proper application access control to align with Payment Card Industry Data Security Standards (PCI-DSS). Operating systems, database, and other programs must be maintained with current approved security patches that are fully supported by the software vendors. The PMS must be periodically updated and maintained to conform to Franchisor approved software versions, technology advancements and security requirements. This may require certain hardware and/or software components to be replaced or upgraded. PMS-access hardware includes server(s), workstations, printers, monitors, ups, back-up device, and associated network components.

As of the date of this Disclosure Document, Franchisor has not yet begun operating the franchise system or sold any franchises, and therefore has not received any rebates or other material consideration based on purchases or leases by franchisees.

Franchisor has selected Hotel Key as the required property management system (PMS) to interface with and access the Reservation System for Landingplace Select hotels. You must enter into a license agreement with the supplier of the PMS. You must also obtain from the supplier of the PMS, for a fee, ongoing maintenance and support for all other PMS components, including software, PMS software upgrades and required brand standard system interfaces to the PMS (see Item 11). Hotel Key is our designated third-party PMS provider for the Hotel Key property management system in all Landingplace Select hotels.

You must also pay support fees for the other components of property-level systems, such as PMS equipment maintenance, and for other systems which interface to the Hotel Key PMS system; such as revenue management system (which currently we require that you obtain from Flyr, Inc. and sign their order form, the current form of which is attached to this Disclosure Document), the telecommunications system, and the specialized sales software. Hardware and software maintenance fees may vary based on the number of rooms (suites) at the Hotel. If you choose to have an electronic door locking system, it must meet the specific technical and operational requirements stated in our Brand Standards. We currently have pre-approved Acculock for this purpose, both with respect to new locks and in many cases as an enhancement to existing locks, but if you use another supplier your Hotel's door lock system it will be your responsibility to ensure our Brand Standards are met.

Franchisor's criteria and procedures for approval of this required supplier of the PMS software and its ongoing maintenance and support are not readily available to System franchisees, but Franchisor will provide them at your request. Franchisor will notify you of any discontinuation of these services.

You must use Flyer for your Revenue Management System (RMS). However, you or other franchisees may be permitted to layer a third-party RMS tool on top of the required core RMS provided by Flyer, subject to Franchisor approval.

Credit Card Payments Processing:

All hotels are required to obtain and use providers approved by the Franchisor for credit card processing. Chase Payment Tech, FortisPay, and Elavon are the approved providers currently. No other processors are approved. Hardware and software systems required to connect must be fully operational when the Hotel opens, with appropriate management and staff trained and competent to operate it at all times. Each franchisee will be required to enter into a merchant processing application and agreement with Franchisor-approved merchant service providers on the providers' then-current forms, in accordance with the Master Technology Services Agreement that is an exhibit to this Disclosure Document.

Guest Internet Access – Bandwidth:

For guest internet access bandwidth meeting the minimums stated in our Brand Standards, your Hotel will be required to use a reputable provider (you may select the provider) and to sign a joinder or participation agreement, on the vendor's then-current form, with the data circuit provider for internet service and hardware at your Hotel. Estimates for infrastructure needs can vary greatly by location. Actual costs can only be obtained once vendor site surveys are completed, due to the unique building and construction circumstances of a given property.

Guest Internet Access – Hardware:

For guest internet access hardware, a hotel will be required to install Franchisor-approved Wi-Fi equipment and use an Franchisor-approved integrator (an "Integrator") for the installation of Wi-Fi equipment. Hotels are required to enter into an agreement with the Integrator on the Integrator's then-current form. Estimates for infrastructure needs can vary greatly by location and building type. Due to unique building and construction of any given property, actual costs can only be obtained once Integrator site surveys are completed. The site survey will help determine the number and types of Wi-Fi equipment.

Televisions:

Hotels are required to provide televisions that meet the technical specification requirements and minimal diagonal screen size for in-room and public spaces. Specific models, if required, are detailed in the Brand Standards.

Door Lock System:

Landingplace Select brand hotels, if they choose to have a software-based door lock system, must utilize a door lock system that meets Brand Standards requirements. Currently, an approved system that can meet the Brand Standards is Acculock but you may use others. The costs will vary depending on the Hotel's specific technology needs, including the number of key encoders and doors to be locked at the Hotel.

In-Room Entertainment:

Hotels are required to install and maintain approved TV sets and/or STBs that are compatible with any approved Franchisor-certified integrator to install the equipment, and must enter into an agreement with one of them. Monthly service fees will include a base per-room / per-suite fee for guest support. For the in-room television entertainment, the vendor is yet to be determined but will be an industry-recognized leader in this area.

Public Access Computers:

It is recommended (but not required) that your Hotel install designated workstations and a multi-function printer, providing complementary internet access to hotel guests in a business center ("Public Access Computers"). If provided, the Public Access Computers should be available 24 hours a day, should utilize appropriate security protection software to meet our Brand Standards and must include enrollment in a 24x7 support program offered by a Franchisor-approved vendor. In addition, if you have Public Access Computers, all Public Access Computers are required to be refreshed every four years, a minimum of one computer must have Microsoft Office, and all must operate at the same or greater bandwidth port speed as other internet enabled devices on the guest internet access network. If you choose to have Public Access Computers, you may be required to sign a participation agreement with an approved vendor for these services, on the vendor's then-current form.

Other than as described above, neither Franchisor nor any of Franchisor's affiliates derives any other income from your purchase or use of the above-described computer systems.

Long-Distance Telecommunications and Miscellaneous Services:

We have not negotiated rates with providers of long-distance telecommunication services to System franchisees, such as AT&T and Verizon. You are wholly responsible to reach out and arrange with providers in your area for such services.

Signage:

You are responsible for contracting with a signage vendor we have approved for your Hotel's signage. Your exterior signage must be approved by Landingplace Select from a list of approved or recommended vendors that the Franchisor maintains. Currently our three approved vendors are Colite, Persona Tiangle, and Jones Sign Company, but the list is subject to change in our Brand Standards. Neither Franchisor nor Franchisor derives income from your signage purchases.

Insurance:

Franchisor's specifications for the amounts and types of required insurance coverage are specifically described in Section 16 of the Franchise Agreement. If you fail to procure or maintain the insurance coverages and limits set forth in Section 16 of the Franchise Agreement, we (the Franchisor) will have the right and authority (but not the obligation) to procure such insurance at your cost, including any costs incurred by us for procurement and maintenance of such insurance. We currently require that you obtain the following:

Insurance Coverage	Minimum Coverage Amounts
Broad Form Comprehensive Commercial General Liability. Must not exclude Hotel coverage regarding sexual assault & molestation, and assault & battery.	$1,000,000 per occurrence / $2,000,000 aggregate
Fire and Extended Coverage	Replacement cost of the building and contents
Business Interruption Insurance covering royalties and other sums payable to Franchisor – insuring against 'all risks' of physical loss or damage, and to be endorsed to provide for payments to be made directly to the Franchisor	Amount equal to 12 months of average gross room revenue
Business Automobile Insurance Liability (including hired and non-owned liability)	$1,000,000 combined single limit
Workers' Compensation/Employer's Liability and Employee Insurance	Statutory limits for workers' comp; $500,000 for employer's liability
Builders' and/or Contractor's Insurance – commercial general liability (including product liability, completed operations, contractual liability); business automobile liability insurance	$1,000,000 per occurrence for general liability; $1,000,000 auto liability
Employment practices liability	$500,000 per occurrence
Holder of liquor license – liquor liability	$1,000,000 per occurrence

Web Site:

The Franchisor will provide and manage the website for your franchised Landingplace Select Hotel. This is funded through the System Fee. No alternatives are approved.

Other Purchases:

If you have a sundry shop, market, or gift shop at your Hotel, Impulsify is required as the point of sale (POS) system supplier in your sundry shop / market / gift shop.

We or our affiliates may also offer you, on a non-exclusive basis, additional advertising materials, products, services, equipment or supplies. We may earn a profit from these sales, but you are not obligated to purchase any of these products, services, equipment or supplies from us or our affiliates. We do not currently provide any material benefits (i.e. renewal or granting additional franchises) to a franchisee based on our use of a designated or approved supply source.

If we (the Franchisor) have not specified a source of supply for any item that falls within the definitions in the Franchise Agreement of FF&E (furniture, fixtures and equipment) and/or OS&E (operating supplies and equipment) Inventories and/or Fixed Asset Supplies, then you may purchase that item from any source, so long as the items purchased are in strict accordance with any specifications concerning the item which Franchisor has issued in the Brand Standards or otherwise.

We and/or our affiliates expect to derive revenue based on required purchases or leases by franchisees, in the form of rebates, other material consideration from vendors, and mark-ups we apply for serving as intermediary to arrange for such services, as described above. However, as of the date of this Disclosure Document, we have not yet received any such revenues or consideration. If we receive any such consideration, it will likely be used to support the Brand System, improve franchisee services, or offset operating costs, though we reserve the right to use it for any purpose. The percentage of the Franchisor's total revenues to be derived from required purchases or leases by franchisees is estimated to be less than 1.0%.

ITEM 9 FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

(FA means Franchise Agreement; MTSA means Master Technology Services Agreement)

Obligation	Section In Agreement	Item In Disclosure Document
a. Site selection and Acquisition/lease	FA: Exhibit B	Items 7 & 11
b. Pre-opening purchases/ leases	FA: 5, 6, 7, 10.1, 10.3, 11, 16 MTSA: 4.3, 4.4 and Schedule 1	Items 5, 6 & 7
c. Site development and other pre-opening requirements	FA: 5.2 & Exhibit B and Exhibit D MTSA: 4.3, 4.4 & Schedule 1	Items 7, 11
d. Initial and ongoing training	FA: 7, 8 and Exhibit D	Items 5, 6, 7 & 11
e. Opening	FA: Exhibit D and Exhibit H	Items 5 & 11
f. Fees	FA: 3.2, 4, 5.7, 7.4.9, 8.1, 11.3.6, 17.3-17.5, 17.9, 18.2.2, 20, 23.5 & Exhibit B MTSA: 5.0, 12.0	Items 5, 6 & 7
g. Compliance with standards and policies/Operating Manual	FA: 6.1, 7.4, 9, Exhibits D,E,F,G MTSA: 4.4, 7.1, 8.1, 13.6	Item 11
h. Trademarks and proprietary Information	FA: 12, 13 MTSA: 4.2(h), 6.0	Items 13 & 14
i. Restrictions on products/ services offered	FA: 7.4 and Exhibit B MTSA: 3, 4, Schedules 1 and 2	Items 8 & 16
j. Warranty and customer service requirements	FA: 7.4 and Exhibit B MTSA: 9.2	Item 11
k. Territorial development and sales quotas	None	
l. Ongoing product/service purchases	FA: 6, 11 and Exhibit B MTSA: 3, 4.3 & Schedules 1, 2	Item 8

Obligation	Section In Agreement	Item In Disclosure Document
m. Maintenance, appearance and remodeling requirements	FA: 4.6, 5.4, 5.8, 10.2.1, 11.2, 19.2.15 MTSA: 5.4, 11.2	Items 5, 6 & 11
n. Insurance	FA: 16 MTSA: 2.1	Item 7, Footnote (4)
o. Advertising	FA: 10	Items 5, 6, 11
p. Indemnification	FA: 15 MTSA: 2.1 & 8.1.5	Item 6
q. Owner's participation/ Management/staffing	FA: 7.1 and 7.2	Items 6, 11, 15
r. Records/reports	FA: 14.1 - 14.3	Item 6
s. Inspections/audits	FA: 14.4 & 7.4.3 MTSA: 12.0 & 13.1	Items 6 & 11
t. Transfer	FA: 17 MTSA: 13.10	Item 17
u. Renewal	FA: 3.2	Item 17
v. Post-termination	FA: 19.11 – 19.12, 20 MTSA: 8.1.3, 13.1	Item 17
w. Non-competition covenants	FA: 2.1 & 7.1	Items 16 & 17
x. Dispute resolution	FA: 23 MTSA: 2.1	Item 17
y. Other: Capital reserves	FA: 5.6	Item 6
z. Other: Guaranty	FA: 24.4 and Exhibit E	Item 15
aa. Other: Quality and guest satisfaction	FA: 7.4	Item 11
bb. Other: Determining your Hotel's competitive set	FA: 10.5.4	Item 11

ITEM 10 FINANCING

Franchisor has no obligation to offer direct or indirect financing. Franchisor does not guarantee your note, lease or obligation.

ITEM 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, Franchisor is not required to provide you with any assistance. Franchisor can perform any or all of its obligations to you directly or through its parents, affiliates, subsidiaries or other designees.

<u>Assistance Before the Hotel Opens</u>:

Franchisor is not responsible for acquiring the site for your Hotel, or locating or negotiating the purchase or the lease of the site. Franchisor's representative may make a personal inspection of the site and the surrounding area. You must obtain Franchisor's approval for any site. (Franchise Agreement Section 1.1) Conforming the site to federal, state and local laws, ordinances, and building codes and obtaining required permits (e.g. health, sanitation, building, driveway, utility and sign permits, etc.) is your responsibility. Factors we consider in reviewing a site that you present to us for our approval include the following: location and neighborhood, age and condition of building(s), population growth trajectory, market demand generators, total room count, site green space, zoning compliance, and existing guest amenities (pool, fitness center, meeting rooms, etc.).

We will designate an Area of Protection around your contemplated Hotel site, where we and our affiliates will not open, operate, or license others the right to open or operate a Landingplace Select hotel during the term of your Franchise Agreement. (Franchise Agreement Section 2.1) We will state the boundaries of the Area of Protection in your Franchise Agreement. The boundaries of the Area of Protection will normally depend on the relevant market in the immediate area and competitive circumstances in the relevant market when you sign the Franchise Agreement. The boundaries will vary in size and shape from hotel to hotel. Boundaries are not delineated according to any standard formula, but may be delineated in various ways, including references to cities, metropolitan areas, counties or other political subdivisions, references to streets or highways, or references to an area encompassed within a radius of specified distance from the front door of the Hotel. Certain exceptions to your protected rights with respect to the Area of Protection are detailed in Section 2.1 of the Franchise Agreement.

If your Hotel will be a new development or (most likely) a conversion of an existing lodging facility, we will create a Property Improvement Plan (PIP) for the site. (Franchise Agreement Section 4.1) Your Franchise Agreement and PIP will require you to commence and complete construction by certain deadlines before the opening of the Hotel under the Brand System. You may apply for an extension of the construction commencement or completion deadlines. We will consider various factors which may influence your extension request, including the ability to obtain financing or building permits, zoning and local ordinances, weather conditions, shortages or delayed installation of equipment, fixtures and signs. Approval of extension requests is not automatic. You will be responsible for any expenses incurred by Franchisor in processing the extension request (as Note 9 to the table in Item 6 describes, there is a fee for extending construction / work to complete the Property Improvement Plan (PIP) for a Hotel).

Landingplace Select Brand Standards:

Before you purchase a franchise, we will offer you the opportunity to review a copy of our confidential Brand Standards, after you execute our form of confidentiality agreement in connection with same, the current form of which is Exhibit H-1 to this Disclosure Document. Thereafter, Franchisor may make the Brand Standards available to you in hard paper copy, or, at Franchisor's option, in digital, electronic or other computerized form. The Brand Standards contain mandatory and suggested specifications, standards, and procedures. All Hotels in the Brand System are subject to the Brand Standards. The Brand Standards are strictly confidential and remain the property of Franchisor. (Franchise Agreement Section 9.3).

Specifications:

We provide written specifications in the Landingplace Select Brand Standards for products and materials for you to use in the upgrading, construction and furnishing of the Hotel. (Franchise Agreement Sections 4.1, 6.2, and Exhibit D) For a conversion, Franchisor provides a summary of the conversion requirements in the form of a PIP, which will be created in connection with your Franchise Agreement. The PIP provides: (i) specific renovations and alterations required to meet the requirements of the Brand Standards and Franchisor's product quality requirements; (ii) specific dates by which you must submit plans and drawings; and (iii) beginning dates and interim milestone and completion dates for the construction of the hotel and for opening the Hotel for business. We do not supply prototype architectural plans. You must commission and pay your architect directly. Any design work submitted by unqualified individuals hired by you will be rejected and your Hotel can be subject to PIP default, resulting in an assessment of fees under the terms of your Franchise Agreement. The PIP/Renovation Failure/Extension Fee for such Plan default will be $10,000 for every 6 months (or portion thereof) that failure continues. (Franchise Agreement, Exhibit B) You may be required to remove any non-approved products or equipment installed in your Hotel that has not been approved by Landingplace Select' plan review process before installation.

Before detailed construction, architectural or interior design documents are started by your architect or interior designer, representatives of your Hotel must attend a pre-construction orientation, which could be in-person or via a virtual phone conference. (Franchise Agreement Sections 5.7.1, 8.1.2)

Franchisor will review the construction working drawings to check for compliance with the Brand Standards of the Landingplace Select hotels System. (Franchise Agreement Section 6.1) Franchisor does not review the drawings for compliance with any local, state and federal law, including any obligations imposed by the Americans with Disabilities Act (ADA) since that legal compliance is your responsibility.

Using the same requirements applicable generally to Hotels under the Brand System in the same category as your Hotel, Franchisor may require substantial modernization, renovation and other upgrading of your Hotel at any time. (Franchise Agreement, Section 5) We may make limited exceptions from those requirements based on local conditions or special circumstances.

Franchisor's Inspection Before Opening:

We (or our agent) inspect and approve your Hotel before we authorize it to open to confirm that you have completed all of the requirements under Franchise Agreement Sections 5.2, 5.3 and/or Franchise Agreement Exhibit "D" (the "Work"). In the event that you need to reschedule your opening date or any visits that have not yet been completed by us, you may be charged an extension fee of up to $10,000 per 6-month extension period (or portion thereof). We must approve your extension request in writing and you must pay any expenses we incur in processing the extension request.

We may authorize you to use the Brand System at the Hotel before completion of the construction, upgrading and renovation work, if you are in full compliance with the requirements of the Franchise Agreement (Franchise Agreement Sections 5.2, 5.3 and Exhibit D)

You may acquire the signage, furnishings, fixtures, opening inventory and supplies from any source that meets our specifications / approval prior to purchase or installation. For your convenience, we have approved certain suppliers meeting our specifications, but you do not have to use those suppliers except for suppliers of certain components of the property-based technology telecommunications systems, software, brand hallmarks and as noted elsewhere in this disclosure document (see Item 8). (Franchise Agreement Section 6.2)

Time to Open:

You must open the Hotel to the general public within 12 months after we sign the Franchise Agreement. Your failure to do so for any reason, unless otherwise agreed in writing, shall be deemed a default under the Franchise Agreement permitting Franchisor to terminate the Franchise Agreement upon written notice to Franchisee. (Franchise Agreement Section 5.7.1)

Before opening, the following are required: (a) within 90 days after you sign the Franchise Agreement you must complete a new owner orientation training; (b) the General Manager must complete a General Manager training at least 90 days before opening; (c) the Director of Sales must complete a brand training and revenue management certification within 90 days before opening; (d) you must comply with all Landingplace Hotels and government standards and requirements; (e) you must pass the opening inspection; (f) you must obtain a valid certificate of occupancy; (g) you must be current with all balances owed to Franchisor or its affiliates; (h) you must comply with all fire/life safety requirements; and, (i) you must meet all insurance requirements. (Franchise Agreement Section 5.7.1)

For new development hotels, Franchisor estimates that the length of time between signing of the Franchise Agreement and completion of construction typically ranges from 18 to 24 months under normal circumstances. For conversion hotels, the length of time between the signing of the Franchise Agreement and the completion of construction or upgrading typically ranges from 60 to 120 days. However, each franchise is subject to the agreed upon construction commencement and completion (otherwise known as opening) dates contained in that specific Franchise

Agreement (Exhibit B of the Franchise Agreement).

Franchisor and its affiliates do not deliver or install any of the construction items and/or furnishings. The factors that will affect the actual time needed include obtaining the financing, preparing final construction and site plans, securing necessary governmental approvals, constructing and furnishing the hotel and participating in the necessary initial training programs.

Training:

Required initial training includes: New Owner Orientation (certification training) for your Principal Correspondent and one Management Company representative; General Manager certification training; Director of Sales certification training; Guest Service Manager certification training; Executive Housekeeper certification training; and, Chief Engineer certification training. New Owner Orientation training must include Franchisee's Principal Correspondent or their designee and at least one Management Company representative at the executive level in operations or sales. General Manager Training must be completed by the General Manager of the franchised Hotel (the Assistant General Manager may also attend at no extra charge for a total of two (2) trainees in one training session). Director of Sales certification trainings must be attended and completed by the Director of Sales for the franchised Hotel (the General Manager and/or the Franchisee's Principal Correspondent may also attend at no extra charge for a total of three (3) trainees in one training session). If you or your Management Company wish to send any additional personnel to attend such required initial trainings, we will permit them to do so, provided that Franchisee pays the fees per additional trainee stated on Exhibit B of the Franchise Agreement. Franchisor may, in its business judgment, arrange for third parties to provide trainings. (Franchise Agreement Section 8.1)

During the Term, if Franchisee, or the Management Company for the franchised Hotel, replaces its General Manager or a new Director of Sales for the franchised Hotel, in each case such replacement personnel must undergo the applicable required initial training stated above, within 60 days after being hired by Franchisee. If a General Manager leaves the Landingplace Hotels system for 24 months or more and then returns to the system to work at the Hotel franchised hereunder, Franchisee must have that person complete initial General Manager training within 90 days of such return. If any other department head leaves the Landingplace Hotels system for 24 months or more, then Franchisee must have that person complete the applicable department head certification within 180 days of such return. (Franchise Agreement Section 8.1.3)

You must pay any travel and living expenses of your trainees at any trainings, which may be virtual or in-person, as determined by the Franchisor. The Franchisor may also charge you a fee to attend ongoing training workshops, annual or bi-annual conferences and the like from time to time. (Franchise Agreement Section 8.1.5)

The following is a description of our Initial Training Program as of the date of issuance of this Disclosure Document:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
General Manager (GM) Certification (individual pre-opening & group new hire)	8	0	Virtual (on-site optional)
Director of Sales (DOS) Certification (individual pre-opening & group new hire)	8	0	Virtual (on-site optional)

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
New Owner Orientation	8	0	Home office or other defined location (group)

General Manager training, and Director of Sales & Revenue Management training, must be completed within 90 days of opening, and within 60 days of any new hire to those positions. You may send up to two people to attend the General Manager training at no charge, before being charged an additional $250 per person for virtual training and $750 per person for in-person training. The same is true for Director of Sales training, and Revenue Management training.

All training courses must be completed to our reasonable satisfaction. The training classes are held on as-needed basis and at-least once per calendar quarter.

New Owner Orientation training is required to be completed by your Principal Correspondent (one of your owners whom you designate, and with whom we may communicate about all franchise matters) and a representative from your Management Company, within 90 days after signing the Franchise Agreement. You may send up to three people to attend this training before being charged for any additional person you send, $250 for virtual training and $750 for in-person training.

We may, in our business judgment, choose to outsource the provision of training on some or all of the subjects taught, to third-party professional training organizations specializing in these subjects. For the training, the nature of the instructional materials is written and oral material regarding: Brand culture and differentiators; How to maximize operational efficiency and profitability through LP's standards, vendor partners, and our operational model; How to leverage sales and marketing messaging and initiatives to grow top line revenue; How to use guest feedback via Medallia surveys to foster a culture of continuous improvement; How the Quality Assurance evaluation process works and how to deliver a successful result; and, The ways the that we (the Franchisor) can support you as a franchisee and your Management Company.

If your Hotel is deemed by us to be in the "red zone," you must also pay $1,500 per day for "red zone" onsite trainings, with the number of days and hours being in the Franchisor's sole discretion and business judgment; and, $500 per day (or portion thereof) for virtual trainings, with the number of days and hours being in our sole discretion and business judgment.

The minimum experience of the training instructors in the field is 15 years. The minimum years of experience of the training instructors with us (the Franchisor) is less than one year (as the Franchisor has just commenced business as a franchisor as of the issuance date of this Disclosure Document). As of the issuance date of this Disclosure Document, the corporate officers in charge of training are Jeremy Bratcher, our CEO / Co-Founder, who has more than three years of experience in providing training in the field, and Glenn Miller – Chief Executive Vice President Commercial Officer for Director of Sales training and Revenue Management training. This is subject to change as the Franchisor hires additional training personnel.

<u>Other Assistance During the Operation of the Hotel</u>:

After the opening of the Hotel (see Sections 7, 8.2, 9.2, 9.3, 9.4, 10.1 and 10.2 of the Franchise Agreement), Franchisor will:

(a) seek to maintain high standards of quality, cleanliness, appearance and service at all Hotels using the Brand System, to promote, protect and enhance the public image and reputation of the Landingplace Select hotels name, and to increase the demand for services offered by the Brand System. Franchisor's judgment in these matters will be controlling in all respects, and

Franchisor will have wide latitude in making its judgments, including modifications to the Brand Standards to keep the Brand System competitive;

(b) provide (or arrange for a third-party to provide) required and optional training programs at various locations, including Franchisor's headquarters in South Carolina, or at other locations designated by us, or virtually. The individuals in the positions of Director of Sales, Revenue Management, and General Manager must complete, annually, a refresher training course in the same subjects as listed as above, which is 4 hours and is done virtually in a group setting. The charge for that is $1,000 per person, except for the Director of Sales refresher which is $750 per person;

(c) maintain the website for your Hotel;

(d) provide access to special marketing programs, if you are in compliance with your material obligations under the Franchise Agreement;

(e) use the System Fund Contributions (see Item 6) for marketing, reservations, and other activities which, in Franchisor's sole business judgment as to the long-term interests of the Brand System, support marketing, reservations, and other functions. Franchisor will make available and use System Fund Contribution funds computed on the basis generally applicable to franchisees of the Brand System. Franchisor has no obligation to spend more funds for marketing, reservations or related services than Franchisor receives from franchisees using the Brand System and those funds made available by Franchisor as described above.

Advertising or promotional support or funding may become available to Franchisor or its affiliates from third parties on account of the totality of the activities of Franchisor and its affiliates, including Hotels operated under the Brand System. Franchisor, Franchisor or their affiliates can use or designate any of this support and/or funding to benefit their enterprises as a whole, in whatever proportion and manner as they decide reasonably promotes their enterprises as a whole, using reasonable good faith business judgment. Franchisor and its affiliates will use any third-party support or funding coming from activities of the Brand System for the benefit of the Brand System.

(f) if we determine to do so, communicate to you improvements and developments in the Brand System, including developments in reservation services, marketing, operations, and administrative technical and support functions, facilities and programs. We may enter into arrangements with any other entity for developments to the Brand System and may use any of these facilities, programs, services or personnel in connection with the Brand System or in connection with any business activities of its parents, subsidiaries, divisions or affiliates;

(g) make available to you consultation and advice pertaining to problems you encounter in operations, facilities and marketing; and

(h) we may, in our business judgment and sole discretion, step in to resolve certain customer complaints and recover costs from you of doing so (when applicable) (although generally, it is your responsibility to process and handle all consumer complaints relating to your Hotel).

<u>System Fund Contributions - Advertising, Marketing, Promotion and Other Expenditures</u>:

Hotels that the Franchisor or its affiliates own and manage and all System franchisees must pay the System Fund Contribution specified in Section 4.4 and Exhibit B of the Franchise Agreement and summarized in Item 6 of this disclosure document, although the name and amount of the comparable fees could vary. Unless you participate in any other marketing programs that Franchisor may offer from time to time, neither Franchisor nor its affiliates are required to expend any other funds on advertising other than those mentioned in Section 3.4 of the Franchise Agreement and Items 6 and 8 of this Disclosure Document. You are not required to participate in any other advertising fund other than the System Fund (which does both advertising and non-advertising activities).

Franchisor has no obligation to expend any amounts for marketing or reservation services greater than the amounts it receives from franchisees using the Landingplace Select Brand System, and any funds it may contribute.

You may conduct local and regional marketing programs and related activities, but only at your expense and subject to Franchisor’s requirements, such as proper usage of its trademarks. Franchisor may make reasonable charges for optional advertising materials that you order or use for these programs and activities. You may engage in Hotel-specific marketing programs to improve placement/presence on approved distribution sites and all costs for these services are your responsibility. We will have the right to approve third-party distribution partners and approve marketing activities in which you may participate.

Franchisor may pool System Fund Contributions from Landingplace Select hotels, together with the System Fund Contributions from hotels operating under one or more of Franchisor’s and its affiliates' current and/or future portfolio of brands (collectively, the “LP Portfolio Brands”). The System Fund Contributions will be distributed for marketing, reservations, and other activities which, in Franchisor’s and its affiliates’ sole business judgment, support marketing, reservations and other related functions and/or purposes on a local, regional, national, continental or international basis or for all, or a group of, LP Portfolio Brands. Franchisor has no obligation to spend any amounts on advertising in the vicinity of your Hotel. Franchisor may use some of the System Fund Contributions (no more than 10%) to solicit new franchise sales by attending and presenting at conferences, trade shows and the like. System Fund Contribution funds are not intended to benefit any specific market or hotel. Franchisor and its affiliates have no obligation to spend from System Fund Contribution funds, or otherwise, any amount fixed or proportionate to the amount of System Fund Contributions you pay or to the area or territory where you are located, nor does Franchisor or any of its affiliates have any obligation to ensure that you, your hotel, the Landingplace Select hotels and Restaurants Brand, or any other particular LP Portfolio Brand or group of LP Portfolio Brands benefit directly or proportionately from System Fund Contributions paid or expenditures made from collected System Fund Contributions. Any distributions that Franchisor may make for marketing or other activities may be on a local, regional or national basis using any type of media as determined by Franchisor and may be sourced internally or using third party agencies. Any year end surplus or deficiency in funds from System Fund Contributions will be carried over to the following year.

Although the System Fund Contributions are not required to be audited, we currently expect to audit such contributions on an annual basis. Any such audited financials would not generally be available for review by franchisees and Franchisor does not provide periodic accounting reports. We are still in our first fiscal year and our System Fund is not yet operational or active as of the date of this Disclosure Document (July 14, 2025, as amended September 26, 2025), so we cannot report on its historical categories and percentages of expenditure in our last fiscal year.

The Loyalty Program and your required contributions to the Loyalty Program, once it has been established, will be stated in the Brand Standards. Franchisor or its designated outside vendor administers the Loyalty Program. You must sign a participation agreement regarding the loyalty program on the form determined by the loyalty program administrator, the current form of which is in Exhibit H to this Disclosure Document. The financial information of the Loyalty Program is not generally available for distribution. We are still in our first fiscal year and our Loyalty Program is not yet operational or active as of the date of this Disclosure Document (July 14, 2025, as amended September 26, 2025), so we cannot report on its historical categories and percentages of expenditure in our last fiscal year. We intend to utilize a third-party program called The Guestbook (www.theguestbook.com) for this purpose. The audited Statement of Revenues and Expenses of the Loyalty Program will be prepared each year; however, it is not generally available for review by franchisees, and Franchisor does not provide periodic accounting reports.

There I no advertising counsel composed of franchises that advises the Franchisor on advertising policies.

We do not require franchisees to participate in a local or regional advertising cooperative.

Technology Systems:

You are required, throughout the Term, to use designated computer technology systems and platforms, including, in the Franchisor's business judgment, a Property Management System (PMS) from Hotel Key, Revenue Management System (RMS) from Flyer, Central Reservations System (CRS), booking engine and channel management from Amadeus iHotelier, Global Distribution System (GDS), online distribution database / hotel content database (ODD / HCD), and Guest Management System / Customer Relationship Management (CRM) system, provided by third-party vendors designated by the Franchisor. See Items 6, 7, and 8 for the costs of these systems and ongoing support of same.

The costs of purchasing or leasing the computer systems is currently, approximately the following for an 80-125 rentable rooms Hotel:

- Property management system initial setup $5,779 – $6,074.
- Guest internet and room streaming platform estimated initial setup fee of $99 - $129 per room/suite for setup at a Hotel with between 80 to 125 rooms/suites.

The ongoing costs incurred by the Franchisee for maintenance, updating, upgrading or support contracts for the computer systems is currently, approximately the following for an 80-125 rentable rooms Hotel:

- Property management system from HotelKey: $5.50 per room per month ($66 per room per year), and an IoT device support fee of $30 per quarter ($120 per year).
- Revenue Management System (RMS) from Flyr, Inc.: $5 per room per month ($60 per room per year);
- CRS, booking engine and channel management and Customer Relationship Management (CRM) coordinated systems from Amadeus iHotelier: $1,498 per month ($17,976 per year);
- Rate 360 service: $234 per month ($2,808 per year).

To streamline administration and ensure uninterrupted service, the Franchisor may, in its business judgment and sole discretion, centrally manage some or all of these vendor relationships and receive consolidated invoices and then allocate and pass through those costs to Franchisee by means of a monthly invoice or, in Franchisor's discretion, include the cost of these items as part of the ongoing fees that are described in this Agreement. If the Franchisor allocates and passes through the cost to you, the Franchisor may add a reasonable fee of up to $500 per month (currently, it is $250 per month) to help offset the Franchisor's administrative costs of vetting, establishing, and maintaining such arrangements with third-party vendors for the benefit of the Brand System. Upon the Franchisor's request, Franchisee shall execute a master technology services agreement, in the form attached to our then-current Franchise Disclosure Document, regarding your use of certain technology associated with the Brand System. In connection with the PMS and related equipment and software, you must enter into the Master Technology Services Agreement ("MTSA") with us (see Exhibit C). You must also purchase all private network connecting services equipment needed to communicate with the Reservation System for any vendor designated by Franchisor.

At the same time you enter into a MTSA (Exhibit C), you must also enter into certain third-party license agreements and/or joinder/participation agreements, under which you receive a license to use certain software, including the property management system (PMS) software, from the PMS provider (currently, Hotel Key). You must also enter into support agreements with certain technology support vendors or their designated agents and pay the fees described in Item 6 for maintenance and support services.

Currently, Landingplace Select hotels must use the Hotel Key property management system. Hotel Key, Inc. (whose address is 4100 Midway Road, Suite 2115, Carrollton, TX 75007 and phone number is 972-972-9110) is the only supplier of Hotel Key software licenses and support services. The staff that must be trained and certified, and the number of trained staff in this regard varies with the size of your Hotel. Your Hotel is required to have computer hardware that meets or exceeds the minimum requirements of the Hotel Key property management system as well as all connectivity and related requirements. We are arranging a master service agreement with Hotel Key and your Hotel will be required to sign Hotel Key's then-current form of joinder/participation agreement.

You may install only computers, components or peripheral devices and equipment meeting Franchisor's specifications for the PMS and Reservation System. You may obtain the hardware from Franchisor or any third-party vendor that meets Franchisor's specifications. You must periodically upgrade the equipment to accommodate enhanced versions of PMS, as provided in the Master Technology Services Agreement. If needed, Franchisor will provide or arrange for training and implementation support, as described in the Master Technology Services Agreement, and has entered into agreements with service providers for maintenance for the PMS. Franchisor or the provider will bill you for these services. See Item 7 for expenses relating to travel and on-site support.

No rights of ownership in or to the Reservation System, any component of the PMS, including all component software and design features (including any software or equipment owned by third parties) are transferred to you or a Hotel upon joining the Brand System. You will not acquire any rights to the Reservation System or any PMS component except a limited right to their access and use in accordance with the Master Technology Services Agreement and any third-party software licenses, and the Franchise Agreement during your term as a franchisee in good standing.

You may install only approved system components and software, and no other computer hardware or software.

Franchisor has the right, at any time, to require immediate upgrade, supplement or replacement of computers and/or peripheral equipment or software that they determine has become obsolete. Currently there are no contractual limitations on the frequency or cost of this upgrading, supplementing or replacement or of equipment or software. Neither Franchisor nor its affiliates have any obligation to provide ongoing maintenance, repairs, upgrades, or updates to the computer systems used by Franchisee; any such requirements are imposed on our designated third-party vendors who furnish those systems. Our master agreements with those vendors, and any Hotel-specific agreements you enter into directly with those vendors, will specify what ongoing maintenance, updates, and application support the vendor must provide.

Franchisor will have independent access to the information and data collected by the PMS and Reservation System, such as number of guest stays and duration of those stays. There are currently no contractual limitations, other than confidentiality of guest history information, on Franchisor's right to access the information and data.

Web Sites:

Franchisor will register and maintain a unique top-level domain for each Landingplace Select™ Hotel. You are not permitted to operate an independent website for your Hotel, even at your own expense. The Franchisor-provided website is the only website to be used by you for your franchised Hotel. Any design changes or functionality enhancements you wish to make to the website template must be submitted and approved in writing by Franchisor before Franchisor engages a vendor to perform the work. Otherwise, you, as the franchisee, are not permitted to establish any of your own website(s), social media page(s) or other digital marketing channels unless authorized, in writing, in advance, by the Franchisor in each instance.

Determining the Hotel's Competitive Set:

Throughout the term of the Franchise Agreement, as between Franchisor and Franchisee, the Franchisor shall have the ability to establish the primary "competitive set" (comp set) that is published with regard to the Hotel with Smith Travel Research / CoStar reporting. Franchisor shall not prevent Franchisee from establishing additional comp sets in the Franchisee's own choice and discretion, separate from the Hotel's primary comp set.

ITEM 12 TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from hotels that Franchisor or its affiliates own, or from other channels of distribution or competitive brands that Franchisor or its affiliates control.

The franchise is for a specific location. Franchisor will provide a limited grant of an area of protection around that location (the "Area of Protection"), stated in Exhibit B to your Franchise Agreement, in which another Landingplace Select hotel will not be franchised; however, in such cases the Franchise Agreement would still be for a specific site only and for the Licensing of one hotel only. During the Term of the Franchise Agreement (the "Restrictive Period"), neither Franchisor nor any of Franchisor's affiliates will open, or allow to open, a midscale, select service hotel or motel under the LANDINGPLACE SELECT brand, as such brand name may be periodically changed by Franchisor, within your Area of Protection. This restriction does not apply to any hotel or motel that is currently open or under construction or has been approved for development or conversion or opening as a Landingplace hotel (whether a select service, extended stay, or other type of Landingplace hotel) as of the effective date of your Franchise Agreement (an "Existing Hotel"). The term Existing Hotel also includes any hotel located or to be located within the Area of Protection that replaces such Existing Hotel under the Licensed Brand. The restriction also does not apply to any: (1) hotel(s) or motel(s) under brands other than Landingplace Select; (2) hotel(s) or motel(s) that will not begin operating under the Landingplace Select brand until after the expiration of the Restrictive Period; and (3) hotel(s), motel(s), or inn(s) that are part of a chain or group of four or more hotels, motels, or inns that Franchisor or Franchisor's affiliates, as a result of a single transaction or group of related transactions, own, operate, acquire, lease, manage, franchise, license, or join through a merger, acquisition or marketing agreement (or otherwise), whether under their existing name or the Landingplace Select name or any other name.

You (the Franchisee) may accept reservations from guests regardless of their origin, but may not directly market into (and targeting) another Landingplace Select franchisee's area of protection without prior written consent from the Franchisor in each instance. Franchisor and/or its affiliates alone have the right to offer and sell within and outside the Area of Protection, and under the Franchisor's trademarks, any and all programs, products or services and/or their components (including those used or sold by your franchised Hotel), whether or not a part of the Landingplace Select Brand System, through any alternative method of distribution including, without limitation, such alternative channels of distribution as the internet/worldwide web; digital sales channels and any other form of electronic commerce.

The Franchisor reserves the right to market and accept reservations via third-party platforms, online channels, call centers, and other systems, even within your Area of Protection. Reservations or business generated through Franchisor-managed or third-party channels shall be deemed Brand System-wide sales and shall not trigger territory-specific compensation.

Both within and outside the Area of Protection, Franchisor and/or Franchisor's affiliates alone have the right to sell Brand System programs, products and services to National, Regional and

Institutional Accounts. “National, Regional and Institutional Accounts” are organizational or institutional customers whose presence is not confined to your Area of Protection, such as government agencies. Only Franchisor will have the right to enter into contracts with National, Regional and/or Institutional Accounts (which may include facilities within your Area of Protection). If Franchisor or its affiliates receive orders for any LANDINGPLACE SELECT lodging to be provided within the Area of Protection as a result of Franchisor’s engaging in commerce with National, Regional and Institutional Accounts, then Franchisor will have the right, but not the obligation, either to require you to fulfill such orders at the price Franchisor agrees upon with the customer or to give you the opportunity to fulfill such orders at the price that Franchisor agrees upon with the customer. If Franchisor gives you the opportunity to fulfill such orders and if, for any reason, you do not desire to or cannot serve the customer, or if the customer desires for any or no reason to deal exclusively with Franchisor, Franchisor’s affiliates or another franchisee and not with you, then Franchisor, Franchisor’s affiliates or any other LANDINGPLACE SELECT franchisee may serve the customer within your Area of Protection and you will not be entitled to any compensation. If you choose to receive requests for proposals (RFPs) from Franchisor in the corporate market relating to any National, Regional and Institutional Accounts, then Franchisee must execute Franchisor’s then-current participation agreement relating to guaranteed responses and comply with the associated pricing and procedures. The procedures governing the National, Regional and Institutional Accounts programs from time to time, if any, are set forth in the Brand Standards.

You may not promote, implement or be responsible for any web site relating to your Hotel without Franchisor’s advance written approval. You may not register any of the Marks (defined in Item 13), as part of any domain name or Uniform Resource Locator (“URL”), and/or display or use any of the marks or other intellectual property rights related to the Brand System or to any of the other brands franchised by Franchisor in connection with any web site, without Franchisor’s advance written approval. You must comply with all of Franchisor’s web site requirements in connection with any web sites you develop and maintain relating to your Hotel. The Franchise Agreement does not otherwise limit the channels through which you may solicit customers for your Hotel.

The Franchise Agreement does not limit Franchisor’s right or the rights of its parent, or any subsidiary or affiliate of Franchisor, to use or license the Brand System or any part of the Brand System, or to engage in or license any business activity (including business activities referenced in Item 1, which sell similar products and services) or to license any other hotels (or any other hotel brands). These rights include, for example, the licensing, franchising, ownership, operation and/or management of lodging facilities and related activities under the names and marks associated with the Brand System and/or any other names and marks. There is no restriction in the Franchise Agreement on Franchisor’s using any channel of distribution to solicit customers for Franchisor’s and its affiliates’ hotels, whether operating under the marks licensed to you or other marks. Franchisor and its affiliates are not restricted from establishing other franchises or company-owned outlets or other channels of distribution through which services or licenses under different trademarks might be offered. The Franchise Agreement creates no rights of any kind for you in these other hotel brands and/or businesses at any other location.

We will notify you if we or any of our affiliates plan to expand in regard to any full service, select service, or extended stay hotel located or to be located within five miles of your franchised LANDINGPLACE SELECT Hotel. You must also notify us if you plan to do so. However, the Franchise Agreement grants you no options, rights of first refusal or other rights to acquire additional franchises. There are no specific conditions under which the Franchisor must approve the franchisee’s establishment of additional franchised outlets.

Franchisor also sells franchises for another hotel brand, Landingplace Select – see Item 1. Franchisor and its affiliates may franchise or license other hotel brands in the future. There may be franchised, company-owned hotels or company-managed hotels operating under Franchisor’s or its affiliates' brands situated in or near your area. Franchisor and its affiliates may establish new franchised, company-owned or company-managed hotels operating under their other brands in or near your area. You may compete with any other hotels operating under the Franchisor's or its affiliates' other brand(s) in or near your area. Hotels operating under those other brands may solicit reservations from customers in your area for which you will receive no compensation.

Franchisor uses the same principal business address for its operation of all its affiliated hotel brands and Franchisor does not maintain physically separate offices for its various brands. Franchisor and its affiliates may offer some physically separate training facilities for some hotel brands. There is no mechanism for resolving any conflicts that may arise between your Hotel and other franchised, company-owned hotels or company-managed hotels operating under Franchisor's or its affiliates' other brands. Any resolution of conflicts regarding location, customers, support or services will be entirely within the business judgment of Franchisor and its affiliates.

There are not generally any conditions under which the Franchisor will approve the relocation of the franchised Hotel..

ITEM 13 TRADEMARKS

The principal commercial symbol which we will license to you appears on the cover of this disclosure document. "Marks" means our symbols, trademarks, service marks, logotypes and trade names.

The following is a description of the principal Marks which we will license to you.

We believe we have the right to use the Landingplace Select Brand System, trademarks, service marks and other intellectual property and to license them to our franchisees. Our parent entity, Landingplace Hospitality LLC, has applied for registration of the following marks on the Principal Register of the United States Patent and Trademark Office:

Application Number	Description Of Mark	Application Date
99131614	Landingplace Select (class 035 and class 043)	Application Filing Date - April 10, 2025
99131643	Landingplace Hospitality (class 035)	Application Filing Date - April 10, 2025
99131546	Landingplace Hotels (class 035 and class 043)	Application Filing Date - April 10, 2025
99131601	Landingplace Suites (class 035 and class 043)	Application Filing Date - April 10, 2025

Our parent entity has licensed us rights to use the Landingplace Select Brand System, including the trademarks, service marks and other intellectual property, and to sublicense them to our franchisees in an intellectual property license agreement dated as of July 7, 2025. The manner and extent of the limitation or grant in such license agreement is the following: the license has an initial duration of 20 years and is automatically renewable for successive 5-year terms thereafter so long as we are not in material, consistent and repeated default with a failure to cure with a failure to cure within 30 days after notice; it covers the territory of the United States of America, its territories and possessions. The license agreement may affect the franchisee in that, if the license agreement is terminated, the Franchisor may no longer be able to license the Landingplace Select Brand System and associated trademarks to the franchisee. The circumstances when the license agreement may be canceled or modified are only if the parties mutually agree in writing.

We do not have a federal registration for our principal trademark. Therefore, our trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

The USPTO reviewed each of the four trademark applications listed above and issued Office Actions on September 10, 2025 preliminarily refusing the applications. We are in the process of responding to those actions and we expect to succeed in addressing and overcoming the trademark examiner's concerns. Otherwise, there are presently no effective material determinations of the U.S. Patent and Trademark Office, any trademark trial and appeal board, any state trademark administrator or any court, any pending interference, opposition, or cancellation proceeding, or any pending material litigation involving any of the above-referenced Marks which is relevant to your use. There are no agreements which significantly limit our rights to use or license the Marks.

We are not currently aware of any infringing uses or obvious superior prior rights known to us or that currently can materially affect your use of the Marks in this state or any other state in which the franchised Landingplace Select Hotel is to be located. That being said, the words "Landing" and "Place", respectively, are used by others in the lodging industry in several places within the United States, though we are not aware of any use or claim, whether actual, pending, or threatened, of any other third party relating to any of the specific Marks listed above. Although the above Marks may appear free from encumbrance and available for registration and use, a prior undisclosed use of the identical or a similar mark is possible. It is, in effect, impossible to be certain and we cannot guarantee that every owner of a prior mark would agree there is no similarity, overlap, or conflict with the above Marks.

There is no pending material federal or state court litigation regarding our use or ownership rights in any Trademark. All required affidavits have been filed. All required renewals have been filed (none have yet become due).

You may not register any of the marks as part of any internet domain name or Uniform Resource Locator ("URL"), and/or display or use any of the marks or other intellectual property rights related to the Brand System in connection with any web site (see Item 11).

The Franchise Agreement restricts your use of the Marks, and you must use the Marks and all forms of identification that are seen by members of the consuming public or used to identify the Hotel to actual or prospective consumers only in compliance with Franchisor's requirements. The restrictions and requirements that limit your use of the Marks and identifications apply to all formats (including print, electronic and other media) and include domain names, URL, and other identifications or elements used in electronic commerce.

You may use the Marks only in connection with the operation of the Hotel during the Franchise Agreement Term, following opening of the Hotel in the Brand System or at any earlier time that Franchisor authorizes. You may use the Marks only in the manner that Franchisor authorizes, and in no way that would tend to allow the Marks to become generic, lose their distinctiveness, become liable to mislead the public or be detrimental to or inconsistent with the good name, good will or favorable reputation and image of the Marks or Franchisor. Under the Franchise Agreement, any unauthorized or unpermitted use of the Marks will be considered infringement of Franchisor's rights.

You must also notify Franchisor promptly of any objections, demands, controversies, allegations or actions asserted or taken by third parties involving any of the Marks or any part of the Brand System of which you become aware and of any potentially infringing or unauthorized uses of any of the Marks or any part of the Brand System of which you become aware. You must sign any documents Franchisor or its counsel consider necessary to protect the Marks or any part of the Brand System and obtain or maintain their continued validity and enforceability. The Franchise Agreement states that we (the Franchisor) will promptly take any action the Franchisor may consider necessary to protect and defend you (the franchisee) against the third-party infringement claim and indemnify you (the franchisee) against any loss, cost or expense incurred in connection with the claim, so long as the claim is based solely on any alleged infringement, unfair competition, or similar matter relating to your use of the Marks.

Franchisor and its affiliates have the right to control any administrative proceedings or litigation involving a trademark licensed by Franchisor to you. Franchisor and its affiliates have the sole right and responsibility to handle disputes concerning use of all or any part of the Brand System, at their expense. You must cooperate fully with Franchisor and its affiliates in these matters. Any sums Franchisor or its affiliates recover as a result of disputes with third parties regarding use of the Brand System are theirs. You may not initiate litigation against infringers to enforce or protect the Brand System.

The naming of the Hotel is at Franchisor's sole decision. Unless Franchisor otherwise agrees in writing, the name of the Hotel will be the name set forth at the beginning of the Franchise Agreement. The name of the Hotel may not be changed except at Franchisor's sole decision.

Modification or Discontinuation of Marks:

If Franchisor modifies or discontinues use of any of the Marks licensed to you as a result of any proceeding or settlement, then you must comply with Franchisor's instructions in order to implement the modification or discontinuation. You will have no right to any compensation or other remedies from Franchisor or any of its subsidiaries, affiliates or parents due to any modification or discontinuation of any of the Marks.

ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We hold no rights in, or licenses to, patents that are material to the franchise and have no pending patent applications that are material to the franchise.

We (Franchisor) and/or our affiliates claim copyrights on the proprietary information in Franchisor's Standards, Franchisor's other manuals, and certain software, forms, advertisements, promotional materials, printed materials, slogans, displays and other written materials. If you learn of any unauthorized disclosure or use of Franchisor's proprietary or copyright information, you must inform Franchisor immediately. Franchisor and you must comply with Franchisor's reasonable requirements concerning confidentiality of information.

Franchisor's right to use or license the above copyrighted items is not materially limited by an agreement or known infringing use.

There are no currently effective material determinations or proceedings pending in the Patent and Trademark Office, Copyright Office (Library of Congress), or any court with respect to any copyrights discussed above. As of the date of this disclosure document, we are unaware of any infringing uses of or superior previous rights to any of our copyrights which could materially affect your use of them in this state or in the state in which the franchised Landingplace Select Hotel will be located.

We have the right to control any administrative proceedings or litigation involving a copyright licensed by us to you. If you learn of any claim against you for alleged infringement, unfair competition, or similar claims about the copyrights we license to you, you must promptly notify us. We will promptly take the action we consider necessary to defend you. We must indemnify you for any action against you by a third party based solely on alleged infringement, unfair competition, or similar claims about the copyrighted items we license to you. You may not settle or compromise any of these claims without our previous written consent. We will have the right to defend and settle any claim at our sole expense, using our own counsel. You must cooperate with us in the defense. Under the Franchise Agreement, you irrevocably grant us authority to defend or settle these claims. You may participate at your own expense, but our decisions with regard to the defense or settlement will be final. We will have no obligation to defend or indemnify you if the claim against you relates to your use of the copyrighted items we license to you, if the manner of your use is in violation of the Franchise Agreement. If you learn that any third party whom you believe is not authorized to use the copyrighted items we license to you is using the copyrighted items, you must promptly notify us. We will determine whether or not we wish to take any action against the third party. You will have no right to make any demand or to prosecute any claim against the alleged infringer for the infringement. You must comply with any instruction by us to modify or discontinue use of any copyrighted items we license to you or to adopt or use additional or substituted items. If this happens, we will reimburse you for your documented expenses of complying (such as changing printed materials you use, etc.). Except for reimbursing your documented expenses of complying, we will not be liable to you for any resulting expenses.

ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE LICENSED BUSINESS

Whether you are an individual, corporation, partnership or other entity, Franchisor requires you to retain control over the Hotel's business at all times unless otherwise approved by Franchisor. You must specify to Franchisor a shareholder, member, partner who is responsible for communicating with Franchisor regarding all aspects of the Franchise Agreement as well as overseeing and supervising the operation of the Hotel, and who must complete the new owner training program we specify. To that extent, Franchisor recommends on-premises supervision by the franchisee.

However, Franchisor does not require that you participate personally in the direct operation of the Hotel. Rather, Franchisor requires you to hire a duly qualified and experienced Management Company acceptable to Franchisor, which must successfully complete our training program. You may apply to use a Management Company that you or your affiliates own and operate yourselves, but there is no guarantee that any franchisee will receive approval from the Franchisor to use such a Management Company for their Hotel. Franchisor requires you to submit the proposed Management Company candidate's identity and qualifications, and require an interview with the proposed Management Company, in order to evidence satisfaction of the minimum required experience, organizational structure, abilities and other expectations. Your Management Company must include a qualified and dedicated corporate team covering human resources and training, hotel sales and marketing, hotel revenue management, hotel finance and accounting, and hotel operations. You must contract with a Management Company interviewed by and approved by the Franchisor no later than 120 days prior to opening the Hotel as a LANDINGPLACE SELECT hotel. We may also require the proposed Management Company to enter into a separate Management Company Addendum or agreement acknowledging their obligation to comply with Landingplace Hotels' Brand Standards, policies, and operational requirements, but currently we have no such required addendum. For certain hotel conversions or operationally complex locations, the Franchisor may require the use one of the Management Companies that have been designated as pre-approved by Franchisor, for a defined period after opening the Hotel.

If the location of the Hotel is a conversion of an existing hotel property (which is typical for Landingplace Select), Franchisee shall submit detailed property condition and compliance reports prior to opening as a LANDINGPLACE SELECT hotel. Franchisor does not require Franchisee personal oversight but may, in the Franchisor's business judgment, require that an approved Management Company oversee day-to-day operations post-conversion (post-opening).

If your Management Company resigns or is terminated by you, you must immediately notify us in writing within one (1) Business Day of your becoming aware of such a situation. If your Management Company otherwise becomes unsuitable or unqualified to operate the Hotel as determined by either you or us, then you must cease using such Management Company and you must retain a new Management Company that is acceptable to us within thirty (30) days after your prior Management Company stops serving you.

The Hotel's General Manager must work exclusively for your Hotel at all times, and if you own more than one Landingplace Select hotel, you must have a separate, qualified General Managers for each hotel. A General Manager for the Hotel must be hired at least 120 days before opening.

You may hire all staff members and/or employees of your own choice without Franchisor's prior approval. The General Manager and department heads and staff, including Directors of Sales, must attend Franchisor's specified training programs (see Item 11 of this disclosure document).

You must obtain Franchisor's written consent before entering into any lease, management agreement, or other similar arrangement with any entity for the operation of the Hotel or any part of the Hotel.

You must notify Franchisor immediately before hiring or changing your Management Company for any reason. You must notify Franchisor in the designated timeframe before hiring or changing your Management Company for any reason. These conditions will be determined by Franchisor and contained in your Franchise Agreement. Franchisor may reject a proposed Management Company if Franchisor determines that it is inexperienced in the hospitality business, generally unqualified to operate a Landingplace Select hotel or unwilling or unable to: (1) comply with all requirements of Franchisor under the Franchise Agreement and the Brand Standards, (2) cease operating the Hotel as a Landingplace Select hotel once the Franchise Agreement terminates, or (3) treat the terms of the Franchise Agreement as superior over any conflicting terms in the agreement between you and your Management Company. Franchisor requires that any management agreement between you and a Management Company be in writing, and that the agreement contain the following provisions: the Management Company accepts, abides and is subject to all rules, regulations, inspections and requirements of Franchisor; you and the Management Company must cease operating the Hotel as a Landingplace Select hotel if the Franchise Agreement terminates; you and the Management Company agree that the Franchise Agreement prevails over the terms of the management agreement in the event of any conflict in terms; you and the Management Company agree that Franchisor's consent to the management agreement or approval of the Management Company does not relieve you or any guarantor of any obligations under the Franchise Agreement; and, that you and the Management Company will keep the confidentiality of trade secrets described in Item 14, and follow the covenants not to compete described in Item 17. Franchisor may request at any time a copy of your management agreement for review to determine compliance with requirements of the Franchise Agreement.

Even after you hire a Management Company to operate the Hotel for you, you and any of your guarantors remain liable to Franchisor under the terms of the Franchise Agreement, the Master Technology Services Agreement and any Guaranty.

In addition, if you are a business entity, then, based on Franchisor's examination of your financial reports and the financial reports of any proposed guarantor, as well as your credit history; and the debt structure applicable to the Hotel, Franchisor may require all of your owners to sign a "Guaranty" of the Franchise Agreement, a copy of which appears as part of the Franchise Agreement in Exhibit B to this disclosure document, or to provide to us alternative security in form and substance satisfactory to Franchisor. This document guarantees immediate payment and performance of each of your obligations under the Franchise Agreement if you default.

Franchisor does not require the on-premises Management Company or General Manager to have an equity interest in the franchised business.

You or your Management Company, whichever may be applicable, will be the sole employer of the employees working at the Hotel. Neither Franchisor nor its affiliates direct or control employment policies, discipline, recruitment or termination. You or your Management Company will be solely responsible for all employment decisions, regardless whether you have received guidance with respect to such matters from Franchisor or its affiliates.

Franchisor and you agree to comply with Franchisor's reasonable requirements concerning confidentiality of information. In particular, you may not disclose, without Franchisor's written permission, information pertaining to Franchisor's marketing and reservation programs that have not been disclosed to the public. You must obtain the execution of Franchisor's form of Confidentiality Agreement substantially in the form of Exhibit J to the Franchise Agreement, from each of the following persons, in each case before hiring such person or appointing such person to the status listed below:

(a) the Franchisee business entity's own managerial personnel;

(b) the Management Company;

(c) the Business Manager of the Hotel, and any assistant to the Business Manager;

(d) the Director of Sales of the Hotel, and any assistant to the Director of Sales; and,

(e) If you (Franchisee) are a business entity, your Principal Correspondent and, as applicable, all of your owners who will have access to any Confidential Information, and all persons possessing equivalent positions in any business entity which directly or indirectly owns and/or controls you (Franchisee).

Even though any Management Company must be acceptable to Franchisor, you remain solely responsible for the selection, conduct and performance of any required Management Company, General Manager, and all staff members and employees and Franchisor has no responsibilities or liability in connection with your selection and its, his or her conduct or performance.

ITEM 16 RESTRICTIONS ON WHAT THE LICENSEE MAY SELL

You must sell only goods or services approved by the Franchisor. You must sell all goods or services authorized by the Franchisor. You (the Franchisee) must provide the Hotel services described in Exhibit B to your Franchise Agreement and must ensure that no part of the Hotel or the Brand System is used to facilitate or promote a competing business. There are no restrictions as to the customers to whom you may sell guest rooms or other goods or services that are related to your Hotel business.

Franchisees may only offer goods and services that are pre-approved by the Franchisor in accordance with the Brand Standards. This includes core amenities such as optional housekeeping, laundry facilities, sundry shops, and other approved on-property services. Franchisees must offer all required services designated as part of the brand model. Franchisees may not offer services such as gaming, casino operations, adult entertainment, or operate bars, lounges, or other non-aligned services without prior written approval from the Franchisor. Shared facility use with another brand or business is not permitted unless authorized in writing.

The Franchisor may modify, add, or discontinue specific goods and services offered under the brand in order to maintain consistency, improve guest experience, or respond to market demands. Any changes will be communicated in advance with a reasonable implementation timeline, and may require franchisees to make operational or facility upgrades to remain in compliance with updated Brand Standards.

Modifications must be commercially reasonable, aligned with industry standards, and may not impose a disproportionate financial burden on the franchisee without reasonable notice. Franchisees will not be required to undertake major renovations or system-wide upgrades more than once every 7 years unless required by law or agreed upon in the Franchise Agreement.

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists certain important provisions of the Franchise Agreement and related agreements. You should read these provisions in the agreements attached to this disclosure document. See Exhibit B and Exhibit C.

THE FRANCHISE RELATIONSHIP

(FA means Franchise Agreement; MTSA means Master Technology Services Agreement)

Provision	Section In Agreement	Summary
a. Length of the franchise term	FA: 3.1 and Exhibit B MTSA: 2.1	The term begins on the date the Franchisor signs the Franchise Agreement and expires 20 years after that date.
b. Renewal or extension of term	Not applicable (see FA: 3.2)	One 10-year renewal term if requirements are met. Subject to state law.
c. Requirements for you to renew or extend	Not applicable (see FA: 3.2)	a. Sign a successor franchise agreement on our then-current form. If we agree to renew, you may be asked to sign a contract with materially different terms and conditions than your original contract, except that your Area of Protection will remain the same. b. Pay us a Successor Term Fee of $50,000. c. Compliance with franchise agreement throughout its term and at end of its term. d. Renovate, at your expense, your Hotel to meet our then-current standards. e. Attend and complete our then-current trainings if we request. f. Evidence to us that you will be able to renew the lease for your Hotel on terms acceptable to us, or lease a substitute location accepted to us. g. You and your owners sign a general release in favor of the Franchisor and its affiliates. h. You follow the procedures, including notice to us in the timeframes stated, to apply for a successor term and to sign the franchise agreement we furnish to you.
d. Termination by you	FA: 20.4	You do not have a right to terminate the Franchise Agreement. Subject to state law.
e. Termination by Franchisor without Cause	Not applicable MTSA: 10.1	MTSA may be terminated by us for convenience on 90 days' prior written notice to franchisee.
f. Termination by Franchisor with Cause	FA: 19.1 – 19.8 MTSA: 10.2, 10.5	Franchisor may terminate with cause. You pay liquidated damages if Franchisor terminates due to your breach. Termination may occur for failure to perform the "Work" detailed in Exhibit D to the Franchise Agreement, among other defaults. See Notes 3 and 4 and Exhibit B.
g. "Cause" defined – defaults which can be cured (Note 3)	FA: 19.1, 19.3 and Exhibit B	Any default other than those listed in "h" below.

Provision	Section In Agreement	Summary
	MTSA: 10.2, 10.5	See Note 3.
h. "Cause" defined – non-curable defaults	FA: 19.2, 19.3, 19.4 MTSA: 10.2, 10.5	Non-curable defaults: bankruptcy; non-dismissed judgments exceeding $50,000; trademark misuse, or if you contest Franchisor's ownership of its trademarks; loss of possession of the property; dissolution of the franchisee entity; failure to identify or operate the Hotel as a Franchisor brand Hotel; violation of licensor proprietary rights; unapproved transfers; conviction of a felony; false books and records; failure to comply with safety, security or privacy of guests or reputation standards; condemnation or casualty occurs and Hotel does not reopen when required; unauthorized use of Marks; refusal to allow inspection or audit; repeated same noncompliance in any 24-month period; 3 or more correct notices of default from Franchisor in any 12-month period; failing to operate the Hotel for 5 consecutive days; conduct that adversely reflects on or affects in any manner the reputation, goodwill, or business of the Hotel, the Brand System, Franchisor or its affiliates; or, Franchisor withdraws consent to Hotel's use of public facilities or amenities and Franchisee fails to replace them with comparable ones to meet Brand Standards.
i. Your obligations upon termination/non-renewal	FA: 19.7, 19.11, 19.12 MTSA: 8.1.3, 13.1	Obligations include de-identification, return of confidential information/materials, and payment of amounts due.
j. Assignment of Franchise Agreement by Franchisor	FA: 17.1 MTSA: 13.10	Franchisor has rights of assignment to any person or legal entity.
k. "Transfer" by you – definition	FA: 17.3 – 17.6 and Exhibit A MTSA: 13.10	Includes transfer of contract or assets (including real estate) or ownership changes.
l. Franchisor's approval of transfer by You	FA: 17.3 MTSA: 13.10	Franchisor has the right to approve all transfers.
m. Conditions for Franchisor's approval of transfers	FA: 17.4 and 17.5	The prospective new owner of the Hotel or Franchisee must submit an application and all fees to keep the Hotel in the Brand System. Franchisor will evaluate the new owner's application using then-current procedures and criteria such as credit, operational abilities, market feasibility, prior business dealings and other factors it

Provision	Section In Agreement	Summary
		considers relevant. If Franchisor approves the new owner, Franchisor will require upgrading, signing of a Franchise Agreement using the then-current form of Franchise Agreement and the execution of a Guaranty by the new owners. You must pay Franchisor a non-refundable transfer fee ($500 per guest room, but not less than $60,000) for any transfer of control of your business, or $5,500 if a permitted transfer that is not a change of control of your business. You must also pay a $5,000 processing fee to Franchisor before public offering, private placement or other sale of securities.
n. Franchisor's right of first refusal to acquire your business	FA: 17.11	You must give Franchisor written notice within 10 days of your receipt of the offer along with a complete copy of the offer, and you must offer to sell the Hotel to Franchisor on the same terms and conditions as the offer. Franchisor will notify you within 30 days if it intends to accept the offer.
o. Franchisor's option to purchase your business	Not applicable	
p. Your death or disability	FA: 17.6	If adequate provision is made for the management of the Hotel, and Franchisor gives written consent, the Franchise Agreement may be transferred to a new owner with Franchisor's consent, and must be done within 6 months after your death or mental incapacity of your or your owner who has a controlling ownership interest in you.
q. Non-competition covenants during the term of the license	FA: 7.1.1, 7.3, 17.4	Management company must not be involved with a competitor, meaning an select service lodging business (unless operated as a hotel of an affiliate brand of Franchisor), within your Hotel's Area of Protection. No part of the Hotel may be used to promote a competing business. Your transferee must not be a competitor.
r. Non-competition covenants after the Franchise Agreement is terminated or expires	Not applicable	
s. Modification of Franchise Agreement	FA: 9.2 and 24.5 MTSA: 13.12	No oral modifications are permitted as a general matter, but Brand Standards are subject to change.

Provision	Section In Agreement	Summary
t. Integration/Merger Clause	FA: 24.3 MTSA: 13.12	The integration/merger clause does not disclaim the representations we made in this Disclosure Document or related agreements.
u. Dispute resolution by arbitration or mediation	FA: 23.2	Not applicable
v. Choice of forum	FA: 23.3	State and federal courts in the state where Franchisor's principal place of business is then located (currently, South Carolina). Subject to state law.
w. Choice of law	FA: 23.1 MTSA: 13.8	Laws of the state where Franchisor's principal place of business is then located (currently, South Carolina). Subject to state law.

ITEM 18 PUBLIC FIGURES

Franchisor does not use any public figures to promote the sale of licenses. Public figures may appear in consumer marketing for the Brand System.

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a licensor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets if there is a reasonable basis for the information and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a licensor provides the actual records of an existing outlet you are considering buying, or (2) a licensor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Jeremy Bratcher at jeremy@landingplacehotels.com and Jacob Amezcua at jacob@landingplacehotels.com, or at telephone number 843-567-1900, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

Systemwide Outlet Summary
For Years 2022 to 2024

(Column 1) **Outlet Type**	(Column 2) **Year**	(Column 3) **Outlets at the Start of the Year**	(Column 4) **Outlets at the End of the Year**	(Column 5) **Net Change**
Company-Owned	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Franchised	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Total Outlets	2022	0	0	0
	2023	0	0	0
	2024	0	0	0

Table No. 2
Transfers of Franchised Outlets to New Owners (Other than Franchisor)
For Years 2022 to 2024

(Column 1) **State**	(Column 2) **Year**	(Column 3) **Number of Transfers**
All States	2022	0
	2023	0
	2024	0

Table No. 3
Status of Franchised Outlets
For Years 2022 to 2024

(Col. 1) **State**	(Col. 2) **Year**	(Col. 3) **Outlets at Start of Year**	(Col. 4) **Outlets Opened**	(Col. 5) **Termin-ations**	(Col. 6) **Non-Renewals**	(Col. 7) **Reacquired by Franchisor**	(Col. 8) **Ceased Operations-Other Reasons**	(Col. 9) **Outlets at End of Year**
All States	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0

Table No. 4
Status of Company-Owned Outlets
For Years 2022 to 2024

(Col. 1) **State**	(Col. 2) **Year**	(Col. 3) **Outlets at Start of Year**	(Col. 4) **Outlets Opened**	(Col. 5) **Outlets Reacquired from Franchisee**	(Col. 6) **Outlets Closed**	(Col. 7) **Outlets Sold to Franchisee**	(Col. 8) **Outlets at End of Year**
All States	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
Total	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0

Table No. 5
Projected Openings as of End of Last Fiscal Year♦

(Column 1) **State**	(Column 2) **Franchise Agreements Signed But Outlet Not Opened**	(Column 3) **Projected New Franchised Outlet in the Next Fiscal Year**	(Column 4) **Projected New Company-Owned Outlet in the Next Fiscal Year**
Florida	0	1	0
Georgia	0	1	0
Total	0	2	0

Please understand that you have the opportunity to contact existing and certain other former franchisees and we urge you to do so.

As of the issuance date of this Disclosure Document (July 14, 2025, as amended September 26, 2025) there are not yet any Landingplace Select hotels. We have not yet had any franchisees. Therefore, no franchisee had an outlet terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business as of the end of our last fiscal year, and there is no franchisee that has not communicated with Franchisor or Franchisor's affiliates within 10 weeks of the issuance date of this Disclosure Document.

During our most recently completed fiscal year, we did not terminate, cancel or not renew the franchise of any franchisee in any state.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system.

There are no trademark-specific franchisee organizations associated with the franchise system.

♦ We are in our first fiscal year. We were formed in June 2025.

ITEM 21 FINANCIAL STATEMENTS

Exhibit G to this disclosure document includes Franchisor's audited inception balance sheet. The Franchisor was formed this year and its fiscal year end is December 31.

We (the franchisor) have not been in business for three years or more and cannot include all the financial statements required by the Federal Trade Commission's Franchise Rule for its last three fiscal years.

ITEM 22 CONTRACTS

The following copies of all proposed agreements regarding the license offering are attached and made a part of this disclosure document:

Exhibit A	Franchise Application Form
Exhibit B	Franchise Agreement, Exhibits, and State Addenda
Exhibit C	Master Technology Services Agreement & Joinder Agreements
Exhibit H	Ancillary Agreements

ITEM 23 RECEIPTS

You will find copies of a detachable receipt in Exhibit K at the very end of this disclosure document.

EXHIBIT A TO FRANCHISE DISCLOSURE DOCUMENT

FRANCHISE APPLICATION

Landingplace Franchising, LLC – Franchise Application

Instructions For Submitting Franchise Application

☐ Sign and date the "Receipt" page at the end of the current Franchise Disclosure Document for the applicable brand and return it immediately to your Landingplace Franchising LLC development representative. The Receipt should be signed and dated upon receipt by an authorized signer for the Applicant (see below).

☐ Complete the Application (please type or print) and have the authorized signer(s) for the Applicant sign and date the Application Letter.

☐ Attach the supporting documents and information requested in the Application and summarized on the checklist, and submit the entire package with the Application Fee described below.

NOTE: *The applicant should not sign or submit the application or payment of the Application fee until at least the fourteenth (14th) day after the date the receipt of the Franchise Disclosure Document was signed and dated.*

Authorized Signers for the Receipt and Application Letter include the following:

- Individual(s): Each Individual
- Corporation: President, Vice President, or other Authorized Officer
- General Partnership: Each General Partner or Authorized General Partner
- Limited Partnership: Each General Partner or Authorized General Partner
- Limited Liability Company: Managing Member(s), Authorized Member(s), or Manager(s)
- Trust: Trustee(s)
- Estate: Executor/Executrix, Administrator/Administratrix

SECTION 1 – APPLICANT INFORMATION

Full Legal Name: ____

Business Name (if applicable): ______________________________

LANDINGPLACE HOTELS

Title/Position: ____

Phone Number: ____

Email Address: ____

Primary Address: ____

Principal Contact for Legal Notices (not a PO Box):

Full Legal Name: ____

Address: ____

City: ____________________________ State: ________________ Zip: __________________

Phone: _________________________ Fax: _______________________

Email: ____________________________

Address and Contact where you want Invoices sent:

Full Legal Name: ____

Address: ____

City: ____________________________ State: ________________ Zip: __________________

Phone: _________________________ Fax: _______________________

Email: ____________________________

SECTION 2 – OWNERSHIP STRUCTURE

Type of Entity (check one):

☐ Individual ☐ Partnership ☐ Corporation ☐ LLC ☐ Other: ___________

State of Incorporation/Formation: __________________________

Date Established: ____

Federal Tax ID: ______________________________________

Address where Franchise Documentation is to be mailed: ___________________________
____

Name of Applicant's Representative (day to day business responsibilities): _______________
____

Representative Phone Number & E-Mail Address: ____________________________________
____

Names & Addresses of each Principal / Partner / Officer (attach additional sheet if necessary):

Entity/Person's Name	Description of Interest	% Interest	Business Address	Telephone

Attachments:

1. *Copies of recorded formation and governing documents of the Applicant and its controlling entities (e.g., Articles of Incorporation, Partnership Agreement, etc.)*
2. *Upon request, completed Individual or Business Entity Participant Information Forms.*

SECTION 3 – FRANCHISING EXPERIENCE & HOTEL BACKGROUND

Describe your hospitality and/or real estate experience (attach resume or bio if preferred):

____
____

Have you ever owned or operated a hotel before? ☐ Yes ☐ No

If yes, please complete this table:

Owner Name	Management Co.	Property Name	Town / City	% Owned

The Proposed location will be managed by:

The Applicant: Yes / No
A Management Company: Yes / No
Management Company Name: ______________________________
Company Contact: ____
Address: ____
Phone: _____________________________________

Email: ____

Describe the Applicant's or Management Company's experience: ______________________
____
____

Do you or any of your partners have franchise experience? ☐ Yes ☐ No

If "yes", describe briefly:

____
____
____

If "no", please provide details of the business experience of each owner below or attach current CVs for each owner to this Franchise Application:

____
____
____

SECTION 4 – PROJECT INFORMATION

Are you applying for: ☐ Landingplace Suites ☐ Landingplace Select ☐ Restpoint Inn

Do you currently own the site/property? ☐ Yes ☐ No

Property Address (if identified): ____

New Construction, Conversion, Dual Brand, Transfer, Other:

____

LANDINGPLACE
HOTELS

Anticipated timeline for development or conversion: ______________________________

Estimated Total Project Cost: $____

Year Built		**No. of Rooms**	
No. of Floors		**Size of Standard Rooms (sq ft)**	
No. of Parking Spaces		**Expected Conversion Date**	
Date of last Renovation		**Number of Elevators**	
No. of Rooms w/Kitchen		**Size of Meeting Space (sq ft)**	

Other Businesses operated at the Premises

Business	**Yes**	**No**
Licensed Hotel		
Cocktail Bar		
Golf Course		
Day Spa		
Other (please specify)		

Recreational Facilities

Type of Facility	**Yes**	**No**
Pool (X all that apply): Indoor ( ), Outdoor ( ), Heated ( ), Hot Tub ( )		
Sauna		
Gym / Fitness Center / Health Club		
Golf Course		
Tennis Court / Pickleball Court		
Game Room (Pool Table, Table Tennis, etc)		
Other (please specify)		

Nature of Interest of Applicant in the Premises

Is the Hotel / Property currently owned by you?: Yes / No
If no, on what basis do you manage / operate the accommodation business? - Lease - Management rights - Other ____ (provide details)
Property Owner Details Names / Company Name: ____ EIN: ________________________ Commencement date of Lease / Management Agreement: _____________________________________ Term of Agreement: ___________ years with __________ year option to renew / extend

Anticipated termination date of Lease / Management Agreement: ___________________________

Competition Information: Identify other facilities which are competitors in the area of proposed location

Facility Name	Distance (miles)	Age of Facility	# of Rooms	Rate (High/Low Season)

Current Affiliation:

Is the property currently affiliated with a hotel chain?	Yes: No:
Current Hotel Name	
Current Affiliation Window Date	
Current Agreement Ending Date	

Please use this section to provide any additional details about your project

SECTION 5 – FINANCIAL INFORMATION

Do you currently own the location?

- Yes – a copy of the recorded deed must accompany this application
- No (x one option): A mortgage ( ) has been secured ( ) is being negotiated

Financing Method: ☐ Cash ☐ Loan ☐ Combination ☐ TBD

Name of Lender(s):

____

Address:

____

Contact Name:

Contact phone: ______________________________

Contact email: ______________________________

Anticipated Closing Date: _____/_____/_____

Loan Amount: $____________________________

Is this a SBA Loan? Yes ( ) No ( ) Comfort Letter Required? Yes ( ) No ( )

	Debt	Equity
Source		
$ Amount		
% of Total Development Cost		

SECTION 6 – COMMERCIAL INFORMATION

Hotel Performance: provide requested information for previous 5 years

Year					
Occupancy					
Average Daily Rate					
Gross Room Revenue					

SECTION 7 – REFERENCES

Banking Reference: ____

Contact Name & Phone: _____________________________________

Professional Reference: _____________________________________

Contact Name & Phone: _____________________________________

SECTION 8 – DISCLOSURES

Have you or any principals ever been involved in litigation, bankruptcy, or felony conviction?

☐ Yes ☐ No

If yes, please explain: _______________________________________

SECTION 9 – APPLICATION CHECKLIST

For this Application to be complete, the following items must be included:

☐ Franchise Disclosure Document Receipt, signed and dated on the day on which the FDD was received

☐ Application – signed and dated

☐ Application Fee Check ($10,000 for LP Suites or LP Select, $2,500 for Restpoint) – dated no earlier than the day after the 14th full calendar day following the date that Applicant signs the Franchise Disclosure Document Receipt.

☐ A copy of the proposed management agreement, if applicable, and information concerning the proposed management company

☐ A copy of the last two (2) Quality Assurance reports for the subject property

☐ Conversion Indemnity Letter (if applicable)

☐ Financial Statements for: the Applicant in accordance with the following:

Corporation, Limited Liability Company, General Partnership, Limited Partnership:

1. Entity Balance Sheet (most recent year)
2. Personal Financial Statement for all persons with a 20% or more ownership interest in the Applicant.

Sole Proprietor or Individual Owners:

1. Personal Financial Statement

Existing Hotels

1. Hotel Profit and Loss Statement

☐ Corporate Document Requirements (documents must be signed)

Required Documents Include:

For a Corporation:

a. Copy of currently effective Articles or Certificate of Incorporation from Secretary of State

b. List of the officers and directors of the corporation (name and title)

For a Limited Liability Company

a. Copy of currently effective Articles or Certificate of Incorporation from Secretary of State
b. List of members or officers of the limited liability company (name and title with respect to any officers)

For a Partnership

a. Copy of currently effective Certificate of Partnership from Secretary of State if a limited partnership
b. A list of al partners; and
c. Copy of the Partnership Agreement

For a Trust

a. Copy of the Trust Agreement
b. A resolution authorizing the Applicant to enter into a franchise agreement for a Landingplace Franchising brand (Landingplace Suites or Landingplace Select)
c. The complete names and addresses of all Trustees and Beneficiaries

☐ Proof of Land Control

Deed (or Property Tax Filing)

Lease Agreement (lease agreement must be for the Term of the Franchise Agreement)

SECTION 10 – ACKNOWLEDGEMENT

Applicant acknowledges that Landingplace Franchising, LLC, ("LPF") is relying on the information in this Application and all documents submitted by the Applicant and its owners in connection with or in support thereof. The Applicant therefore confirms, understands and acknowledges the following:

- All information contained in the Application is true and correct as of the date set forth below and such information is complete and not misleading due to an omission of any material information. The Applicant will inform LPF promptly of any material change to any information furnished in this Application. The undersigned has the authority to submit the Application and enter into the other documents contemplated hereby, including, without limitation, a Franchise Agreement.

- Neither the submission of the Application nor the execution of a Franchise Agreement or other documents will conflict with the terms of any agreement to which the Applicant is a party or by which the Applicant is bound. The undersigned has not been induced by LPF to terminate or breach any agreement with respect to the proposed location.

- Information concerning the Landingplace Hotels system, including, without limitation, the applicable Franchise Disclosure Document, has been made available to the undersigned. The undersigned is familiar with the system and its requirements.

- LPF does not enter into oral agreements with regard to granting franchises and an agreement with respect to the proposed franchise shall only come into effect upon the execution of a Franchise Agreement. As of the date of this Application, there are no oral agreements or understandings between the undersigned and LPF with respect to the proposed franchise.

- When you submit an application for a Franchise Agreement you must pay Franchisor an Initial Franchise Fee of $50,000 for Landingplace Select or Landingplace Suites or $20,000 for Restpoint Inn. Included within that $50,000 is the Application Fee of $10,000 and included within that $20,000 is the Application Fee or $2,500. The Application Fee portion of the Initial Franchise Fee is not refundable under any circumstances. As for the remainder of the Initial Franchise Fee being refundable: If 180 days pass after the date that Franchisee submitted its franchise application and signed with the Franchisor a non-binding letter of intent or other initial non-binding term sheet regarding the franchised Hotel, and Franchisee has failed to obtain Franchisor approval for the Hotel site and secure legal use of the Hotel site for the duration of the Term, then either party (Franchisee or Franchisor) may cancel and terminate the Franchise Agreement upon written notice to the other party, in which case Franchisor shall refund to Franchisee the Initial Franchise Fee, less the Application Fee, and Franchisee shall execute a general release in favor of Franchisor. The Initial Franchise Fee (other than the Application Fee) is recorded as a current liability of Franchisor until the fees become non-refundable, at which time they are reclassified to deferred revenues. In certain cases, if the franchise application is not approved, the fee is recorded as an other current liability in our balance sheet until it is refunded to the applicant, less processing and administrative fees, if applicable. However, we reserve the right to make any other accounting determinations we deem appropriate in our business judgment.

- Applicant authorizes credit bureaus, financial institutions, companies and individuals to disclose to LPF any and all information required for conducting any necessary credit and/or background investigations, for the confidential use of LPF in processing this Application.

- Applicant authorizes LPF to release information provided to it with this application as well as agreements sent to applicant related to the applicable franchise to Franchisee's lenders.

- Applicant authorizes LPF to release Property Investment Plan prepared by LPF or other on its behalf in conjunction with the potential franchising of the site as a Landingplace Select, Landingplace Suites, or Restpoint Inn lodging facility to any vendors who may be in a position to provide products or services to the applicant in completion of the Property Improvement Plan.

- The undersigned, jointly and severally, agree to indemnify LPF, its subsidiaries or affiliates, and their respective directors, officers, agents, and employees, representatives, successors and assigns and to hold them harmless from all losses, consequently or directly or indirectly incurred (including legal/accounting fees and expenses) and arising from, or as a result of or in connection with the breach of any warranty or representation contained in this Application, or arising, as a result of or in connection with LPF's reliance on such warranties/representations. LPF shall have the right independently to take any action it deems necessary in its sole discretion to protect and defend itself against any threatened action subject to this indemnification, without regard to expense, forum or other parties which may be involved. LPF shall have sole and exclusive control over the defense of any such action. This Application may be executed in counterparts, each of which shall be deemed an original which together shall constitute one instrument.

I certify that the information contained herein is true and complete. By my signature below, I expressly authorize any credit reporting agency, law enforcement agency, and any person, association, firm, company, financial institution, court system, personnel agency or credit bureau to furnish and release to Landingplace Franchising, LLC and/or its representatives, owners, partners, parents, subsidiaries, affiliates, successors and assigns ("LPF") any information it/they request including, but not limited to, information concerning my education, employment history, financial transactions, credit payment history, civil record, criminal record or legal judgments or any other record/report LPF may request with respect to this Application. The disclosed information will be used for the exclusive and confidential use of LPF.

Signature: ______________________________ Date: ______________

Signature of Authorized Signatory of Corporate Applicant

Printed Name: ______________________________

Signatures of each individual (if Partnership)

______________________________ Date: ______________

______________________________ Date: ______________

______________________________ Date: ______________

______________________________ Date: ______________

______________________________ Date: ______________

______________________________ Date: ______________

______________________________ Date: ______________

______________________________ Date: ______________

______________________________ Date: ______________

______________________________ Date: ______________

______________________________ Date: ______________

______________________________ Date: ______________

Property Name: ______________________________

Please submit completed form and supporting documents to:

franchise@landingplacehotels.com

EXHIBIT B TO DISCLOSURE DOCUMENT

FRANCHISE AGREEMENT AND EXHIBITS

FRANCHISE AGREEMENT

BETWEEN

LANDINGPLACE FRANCHISING LLC

AND

_______________________ [FRANCHISEE]

REGARDING

HOTEL BRAND: LANDINGPLACE SELECT

LOCATION: ____

DATE: ____

TABLE OF CONTENTS

<u>EXHIBITS</u>:

FRANCHISE AGREEMENT

This FRANCHISE AGREEMENT (this “Agreement”) is entered into between LANDINGPLACE FRANCHISING LLC, a Delaware limited liability company with its principal office at 1050 Fording Island Road, Suite C #1055, Bluffton, South Carolina 29910 (“Franchisor,” “we” or “us”) and ____ whose principal address is ____ (“Franchisee” or “you”), as of the date signed by Franchisor and set forth opposite Franchisor’s signature on this Agreement (the “Effective Date”).

RECITALS

A. Franchisor and/or its Affiliates have, over a considerable time period and with considerable effort, developed a proprietary system which we may improve, further develop, or otherwise modify from time to time (the “Brand System”) for establishing businesses that open and operate hotels in the midscale select service segment (each, a “Hotel,” and the franchised Hotel hereunder, the “Hotel”) that provide high quality hotel service to the general public under the name LANDINGPLACE SELECT. The Brand System consists of the: (i) “LANDINGPLACE SELECT” trademark and other related trademarks, service marks and fictitious business names affiliated with “LANDINGPLACE HOTELS” as well as certain other Marks which we will designate as licensed to you in this Agreement; (ii) the Brand Standards (as described below); (iii) training programs and materials; (iv) Reservation System; (v) advertising, marketing, and promotional programs, including loyalty programs; (vi) property management system; (vii) revenue management system; and (viii) quality assurance program for inspecting the Hotel, measuring and assessing service and consumer opinion.

B. Franchisor owns the Brand System. Franchisee is the [owner/lessee] of the Hotel that is the subject of this Agreement, and has requested a license to use the Brand System to operate that Hotel as a Brand System Hotel at the Approved Location.

C. Franchisor has agreed to grant Franchisee a non-exclusive license to operate the Hotel as a Brand System Hotel, subject to the terms of this Agreement.

D. Each Guarantor has agreed to provide the Guaranty.

E. In granting this non-exclusive license, Franchisor has relied upon the business skill, financial capacity, and character of Franchisee, together with the Guaranty to be provided by each Guarantor.

F. As a franchisee of a LANDINGPLACE SELECT Hotel, Franchisee has agreed to comply with this Agreement and all of Franchisor’s then-current standards, specifications and requirements in order to maintain the high and consistent quality that is critical to attracting and keeping customers for LANDINGPLACE SELECT Hotels.

NOW, THEREFORE, in consideration of the promises and covenants in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Franchisor and Franchisee agree as follows:

1. THE LICENSE.

1.1. The License Offered.

Franchisor offers qualified candidates the right to license the Brand System to open and operate a LANDINGPLACE SELECT Hotel. Franchisee desires to enter into this Agreement to obtain a license to use the Brand System to open and operate a LANDINGPLACE SELECT Hotel at the Approved Location identified on Exhibit B ("Key Terms").

1.2. The Hotel.

The Hotel refers to the property Franchisee will operate under this Agreement and includes all structures, facilities, appurtenances, furniture, fixtures, equipment, entry and exit rights, parking, pools, landscaping, and other areas located on the site that Franchisor has approved for the Hotel or located on any land Franchisor approves in the future for additions, signs, parking or other facilities. The Hotel must include the facilities listed on Exhibit B annexed hereto.

2. GRANT OF LICENSE.

2.1. Limited Grant.

2.1.1. Franchisor hereby grants Franchisee (and Franchisee accepts) a limited, non-exclusive license to use the Brand System, including the Marks, during the Term to operate the Hotel as a Brand System Hotel solely at the Approved Location (identified on Exhibit B) pursuant to the terms and conditions of this Agreement and in accordance with any related agreement and the Brand Standards. Franchisee acknowledges that Franchisor may in the future engage in other business activities (including lodging and related activities) and that Franchisee is acquiring no rights except for the right to use the Brand System at the Hotel in accordance with this Agreement. Franchisee may accept reservations from guests regardless of their origin, but may not directly market into (and targeting) another LANDINGPLACE SELECT franchisee's area of protection without prior written consent from the Franchisor in each instance. Franchisee may not sub-franchise or otherwise grant any Person any interest in this Agreement or the franchise granted hereby, except as otherwise expressly provided in this Agreement.

2.1.2. Notwithstanding the provisions of Section 2 of this Agreement, during the Term of this Agreement (the "Restrictive Period"), neither Franchisor nor any of Franchisor's Affiliates will open, or allow to open, a midscale, select service hotel or motel under the LANDINGPLACE SELECT brand, as such Brand name may be periodically changed by Franchisor, within the area of protection described on Exhibit B (the "Area of Protection"). This restriction does not apply to any hotel or motel that is currently open or under construction or has been approved for development or conversion or opening as a Landingplace Hotel (whether a select service, extended stay, or other type of Landingplace Hotel) as of the Effective Date (an "Existing Hotel"). The term Existing Hotel also includes any hotel located or to be located within the Area of Protection that replaces such Existing Hotel under the Licensed Brand. The restriction also does not apply to any: (1) hotel(s) or motel(s) under brands other than the Licensed Brand; (2) hotel(s) or motel(s) that will not begin operating under the Licensed Brand until after the expiration of the Restrictive Period; and (3) hotel(s), motel(s), or inn(s) that are part of a chain or group of four or more hotels, motels, or inns that Franchisor or Franchisor's Affiliates, as a result of a single transaction or group of related transactions, own, operate, acquire, lease, manage, franchise, license, or join through a merger, acquisition or marketing agreement (or otherwise), whether under their existing name or the Licensed Brand name or any other name.

2.2. **Franchisor's Reserved Rights**.

2.2.1. Franchisee understands and agrees that except for the restricted activities in Section 2.1, Franchisor and/or its Affiliates may engage in any business activity and deploy any business concept whatsoever and use the Marks or any other names or marks owned or developed by Franchisor or its affiliates in connection with such other concepts and business activities. Accordingly, Franchisor reserves the right to use and license the Brand System (and any part or Component thereof), and to engage in and to license any business activity at any other location, including, without limitation, the right to use and license the Brand System (and any part or Component thereof) in connection with the conversion, development, promotion, construction, lease, licensing, franchising, ownership, operation and/or management of any Licensed Brand guest lodging or other facility. Franchisee further understands and agrees that this Agreement does not confer upon Franchisee any right to participate in or benefit from such other concepts or business activities, regardless of whether it is conducted under the Marks or not.

2.2.2. Franchisee agrees that Franchisor: (i) retains the right, anywhere other than the Location, to develop, promote, construct, own, lease, acquire and/or operate, or authorize or otherwise license or franchise to other Persons the right to develop, promote, construct, own, lease, acquire and/or operate any of Franchisor's Affiliate Brand Hotels (which may use and/or share with the Hotel any or all Components of the Brand System other than, if the subject Affiliate Brand Hotel is not a Brand System Hotel, the Marks) and other business operations, regardless of their proximity to the Hotel; and (ii) may exercise such right without notice to, or compensation of any kind to, Franchisee. Franchisee covenants that it will not do anything that will interfere with the exercise of such rights by Franchisor. Franchisee further understands and agrees that this Agreement does not confer upon Franchisee any right to participate in or benefit from such other concepts or business activities, regardless of whether they are conducted under the Marks or not.

2.2.3. Franchisee agrees that Franchisor may allow Franchisor's Affiliate Brand Hotels to use and/or share with the Hotel certain Components of the Brand System, including the Technology Systems but excluding the Marks (other than Marks commonly shared by our Affiliate Brand Hotels, such as 'LANDINGPLACE HOTELS'), regardless of the proximity of that other Affiliate Brand Hotel to the Hotel. Franchisor may also require Franchisee to use and/or share Components (whether or not part of the Brand System) being used by other Affiliate Brand Hotels.

2.2.4. In addition, Franchisee understands and agrees that Franchisor and/or its Affiliates alone have the right to offer and sell within and outside the Area of Protection, and under the Marks, any and all programs, products or services and/or their components or ingredients (including those used or sold by your franchised Business), whether or not a part of the Brand System, through any alternative method of distribution including, without limitation, such alternative channels of distribution as the internet/worldwide web; digital sales channels and any other form of electronic commerce.

2.2.5. Franchisee further agrees that, both within and outside the Area of Protection, Franchisor and/or Franchisor's Affiliates alone have the right to sell Brand System programs, products and services to National, Regional and Institutional Accounts. "National, Regional and Institutional Accounts" are organizational or institutional customers whose presence is not confined to the Area of Protection, including (by way of example only): business entities with offices or branches situated both inside and outside of your Territory; government agencies, branches or facilities; guest lodging networks; healthcare networks; the military; and, any other customer whose presence is not confined to the Area of Protection. Only Franchisor will have the right to enter into contracts with National, Regional and/or Institutional Accounts (which may include facilities within the Area of Protection). If Franchisor or its Affiliates receive orders for any LANDINGPLACE SELECT lodging to be provided within the Area of Protection as a result of Franchisor's engaging in commerce with National, Regional and Institutional Accounts, then Franchisor will have the right, but not the obligation, either to require Franchisee to fulfill such orders at the price Franchisor agrees upon with the customer or to give Franchisee the opportunity to fulfill such orders at the price that Franchisor agrees upon with the customer. If Franchisor gives Franchisee the opportunity to fulfill such orders and if, for any reason, Franchisee does not desire to or cannot serve the customer, or if the customer desires for any or no reason to deal exclusively with Franchisor, Franchisor's Affiliate or another franchisee and not with you, then Franchisor, Franchisor's Affiliate or any other LANDINGPLACE SELECT franchisee may serve the customer within Franchisee's Area of Protection and Franchisee will not be entitled to any compensation. If Franchisee chooses to receive requests for proposals (RFPs) from Franchisor in the corporate market relating to any National, Regional and Institutional Accounts, then Franchisee must execute Franchisor's then-current participation agreement relating to guaranteed responses and comply with the associated pricing and procedures. The procedures governing the National, Regional and Institutional Accounts programs from time to time, if any, are set forth in the Brand Standards.

2.2.6. For avoidance of doubt: Franchisor reserves the right to market and accept reservations via third-party platforms, online channels, call centers, and other systems, even within the Franchisee's Area of Protection. Reservations or business generated through Franchisor-managed or third-party channels shall be deemed Brand System-wide sales and shall not trigger territory-specific compensation.

2.2.7. Notice of Other Franchisor Hotel Activity. Franchisor will promptly notify Franchisee if Franchisor or any of its Affiliates plans to expand (whether by ownership or licensing/franchising to others) in regard to any full service, select service, or extended stay hotel located or to be located within five miles of the Hotel. For avoidance of doubt: such notice to Franchisee does not entail a "right of first refusal," "right of first offer" or any similar right on the part of Franchisee with respect to expansion opportunities.

2.2.8. Notice of Other Franchisee Hotel Activity. Franchisee will promptly notify Franchisor if Franchisee or any of its Affiliates, Owners or Guarantors acquires any Ownership Interest in any select service hotel located or to be located within five miles of the Hotel.

3. TERM.

3.1. Term.

The term of this Agreement (the "Term") will begin on the Effective Date and will end, without further notice, on the Expiration Date set forth in Exhibit B, unless sooner terminated pursuant to the terms of this Agreement.

3.2. Successor Term and Successor Agreement.

3.2.1. Unless expressly renewed in a mutually signed writing, this Agreement expires on the last day of the Term and Franchisee shall thereafter have no rights whatsoever to extend or renew the Term following the Expiration Date.

3.2.2. Franchisee will have the option to enter into a single successor franchise agreement for an additional 10-year term, provided the Franchisee executes the then-current form of Franchise Agreement of Franchisor for a successor term (the "Successor Franchise Agreement") and meets the other conditions stated below. Renewal is not automatic and may be subject to property inspections, brand standard compliance, and potential updates or renovations, in the Business Judgment of the Franchisor, as well as payment to the Franchisor of a "Successor Term Fee" of $50,000. The Successor Term Fee is non-refundable and is due upon execution of the Successor Franchise Agreement. The Successor Franchise Agreement may not take the form of this Agreement; but, instead, may take the form of Franchisor's then-current franchise agreement and may materially vary from this Agreement in all respects, except that no "initial franchise fee" will apply, the limited successor term rights identified in this Agreement will be incorporated (as applicable), and the boundaries of the Area of Protection will remain the same.

3.2.3. The conditions governing Franchisee's right to a Successor Term are set forth as follows:

(i) Throughout the initial Term and at the time of entering into a Successor Term you (and your Affiliates) must have performed all of your obligations and been, according to our business judgment, in compliance with the terms of this Agreement, the Brand Standards and other agreements between you (or your Affiliates) and us or our Affiliates;

(ii) At the time of entering into a Successor Term you (and your affiliates) must be current on the payment of all monetary obligations to us, our affiliates, the lessor or sublessor of your Hotel and any material third party supplier of yours;

(iii) Before the commencement of the applicable Successor Term, you must, at your cost and expense, refurbish, redesign and/or remodel your franchised Hotel as we reasonably require to meet our then current standards, requirements and specifications (including, without limitation, refurbishing, repairing or replacing all equipment, electronic cash register systems, Computer System, signs, interior and exterior decor items, fixtures, furnishings, supplies and other products and materials required for the operation of the Hotel and otherwise upgrading the Hotel as we reasonably require to reflect our then-current System standards and the image of the System);

(iv) You or your Business Manager (as applicable) and any other management and staff we designate must attend and successfully complete any training that we may reasonably require, at your expense;

(v) You must pay us a Successor Term Fee as stated above;

(vi) You must present evidence satisfactory to us that you will be able to renew the lease for your Hotel on terms acceptable both to you and us, or lease a substitute Location acceptable to and approved by us, without any interruption of business in compliance with the terms of Section 7.4; and,

(vii) You (and if you are a business entity, your owners) must have signed a General Release in the form of Exhibit L attached hereto. This General Release will not release us from any future claims related to any Successor Franchise Agreement but will release us, our affiliates, and our respective officers, directors, shareholders, partners, members, agents, representatives, independent contractors, servants and employees, past and present, in their corporate and individual capacities from any and all claims you may have related to this Agreement or under federal, state or local laws, rules, regulations or orders.

3.2.4. The procedures governing Franchisee's right to a Successor Term are set forth as follows:

(i) You must notify us in writing no more than nine months and no less than six months before the expiration of the Initial Term of this Agreement of your desire to enter into a Successor Franchise Agreement.

(ii) Within thirty days after our receipt of your notice, we will deliver to you a copy of our then-current franchise disclosure document (if we are then legally required to do so) and a copy of the Successor Franchise Agreement in a form ready to be executed by you (together, the "Successor Franchise Package"). You must acknowledge receipt of the Successor Franchise Package in any fashion that we reasonably specify.

(iii) No sooner than fifteen days, but no later than twenty-five days, after you receive our Successor Franchise Package, you must execute the Successor Franchise Agreement and return it to us.

(iv) If you have exercised your conditional right to a Successor Franchise Agreement as described above and have complied with all of the procedures set forth herein, and on the date of expiration of the Initial Term you satisfy all of the conditions to qualify for a Successor Term identified above in this Agreement, then we will execute the Successor Franchise Agreement previously executed by you and will, deliver one fully executed copy of your Successor Franchise Agreement to you.

(v) If you do not perform any of the acts or deliver any of the writing required herein in a timely fashion, this will be considered your conclusive election not to exercise your right to enter into a Successor Franchise Agreement and such right will then automatically lapse and expire without further notice or action by us. If this occurs, this Agreement will terminate at the end of the initial Term, except for the post-termination and post-expiration provisions of this Agreement which by their nature are intended to survive.

Time is of the essence with regard to the procedures regarding a Successor Franchise Agreement.

3.3. Notice of Expiration.

If Applicable Law requires Franchisor to give Franchisee notice of expiration of this Agreement at a specified time prior to such expiration, and Franchisor has not done so, then the Term of this Agreement will be extended to the date following which Franchisor's notice has been given and the legally required notice period has expired.

4. FEES, PAYMENTS AND TAXES.

4.1. Application Fee; PIP Fee; Opening Process Services Fee.

Franchisee has paid Franchisor (or, if not already paid, must now pay Franchisor in full):

(a) the Initial Application Fee set forth in Exhibit B as a portion of the Initial Franchise Fee. The Application Fee was fully earned by us and non-refundable upon Franchisor's approval of your franchise application, in consideration of Franchisor's administrative and due diligence activity associated with the franchise application;

(b) The PIP Fee stated on Exhibit B, in consideration for the PIP (property improvement plan) created by the Franchisor for Franchisee's Approved Location; and

(c) The Opening Process Services Fee stated on Exhibit B, to help recoup Franchisor's costs in providing certain pre-opening services to help Franchisee open the Hotel, such as guidance with commercial planning, activation of appropriate programs, and tools and resources available to Brand System hotels.

4.2. Initial Franchise Fee.

Franchisee has paid Franchisor the Initial Franchise Fee as set forth in Exhibit B. The Initial Franchise Fee is not refundable except as specifically provided in this Agreement; and, it is otherwise deemed fully earned upon execution of this Agreement, solely in consideration of our execution of this Agreement and not in exchange for any particular programs, products, services or assistance. Notwithstanding the foregoing, regardless of the effective date of this Agreement, if 180 days pass after the date that Franchisee submitted its franchise application and signed with the Franchisor a non-binding letter of intent or other initial non-binding term sheet regarding the franchised Hotel, and Franchisee has failed to obtain Franchisor approval for the Hotel site and secure legal use of the Hotel site for the duration of the Term, then either party (Franchisee or Franchisor) may cancel and terminate this Agreement upon written notice to the other party, in which case Franchisor shall refund to Franchisee the Initial Franchise Fee, less the Application Fee, and Franchisee shall execute a general release in favor of Franchisor in the form attached hereto as Exhibit M.

4.3. Rooms/Suites Addition.

Franchisee may not make any change in the number of approved Guestrooms in the Hotel without Franchisor's prior consent. If Franchisee wishes to add additional Guestrooms, then Franchisee must submit an application to obtain Franchisor's consent. As a condition to granting Franchisor's approval of Franchisee's room addition application, Franchisor may require Franchisee to modernize, rehabilitate or upgrade the Hotel pursuant to the terms of this Agreement, and to pay Franchisor its room addition fee ($300 per additional guest room or suite) to prepare a PIP to determine the renovation requirements for the Hotel.

4.4. Royalty Fee.

Commencing on the Opening Date, Franchisee must pay Franchisor a monthly Royalty Fee equal to the percentage of the preceding month's Gross Room Revenues as set forth in Exhibit B hereto. Franchisee acknowledges and agrees that additional royalties may be charged on revenues from any activity if it is added at the Hotel by mutual agreement and it is not now offered at Brand System Hotels generally or it is designed or developed by or for Franchisor or its Affiliates. The Royalty Fee is solely in consideration of Franchisor granting Franchisee the franchise conferred by this Agreement and is not in exchange for any particular goods, services or assistance Franchisor may furnish Franchisee.

4.5. System Fund Contribution.

Franchisee agrees to pay Franchisor a monthly System Fund Contribution equal to the percentage of the preceding month's Gross Room Revenues set forth in Exhibit B. The System Fund Contribution shall be used by Franchisor in accordance with Section 10.2. System Fund Contributions are not refundable.

4.6. Technology Fee.

If and when Franchisor notifies Franchisee that Franchisor is instituting a Technology Fee, Franchisee agrees to pay Franchisor a monthly Technology Fee as set forth in Exhibit B. The Technology Fee does not include the costs for installation, maintenance or repair of any part of the Technology Systems at the Hotel. The Technology Fee will be used by Franchisor, in its sole Business Judgment, to defray Franchisor's costs of developing, upgrading, enhancing, implementing, operating, maintaining, supporting, hosting, securing, and integrating new and existing software and technology systems for LANDINGPLACE SELECT Brand System Hotels. The Technology Fee may be adjusted (including the structure of the Technology Fee (e.g., percentage of Gross Rooms Revenue, flat fee and/or transaction-based fee) at any time with thirty (30) days' prior written notice to Franchisee, and subject to the maximum amount set forth in Exhibit B. The Technology Fee will be due and payable at the same time as the Royalty Fee set forth in Section 4.4, or as otherwise defined by Franchisor.

4.7. Payments to Third Parties.

Franchisee must pay (as and when due) all amounts its owes to third parties (including Franchisor's Affiliates) arising in connection with the operation of the Hotel, including, without limitation: (i) all commissions payable to travel agents, Travel Management Companies, online travel agencies or other travel intermediaries; (ii) all third party reservation service charges; (iii) all commissions and fees for reservations you accept through any source (including the internet), whether processed through Franchisor or any of the reservation systems of Franchisor's designated vendors which are provided or billed directly to Franchisee; (iv) all fees due in connection with mandatory marketing, technology, guest satisfaction, quality assurance, training, new hotel opening and other systems and programs Franchisor establishes that relate to the Brand System. Franchisee shall continuously maintain its trade accounts with all vendors in a current status and seek to promptly resolve any disputes with trade suppliers. If Franchisee does not maintain its trade accounts in a current fashion, Franchisor may pay any or all of the accounts on Franchisee's behalf, but Franchisor will have no obligation to do so. If Franchisor pays any accounts on Franchisee's behalf, then Franchisee agrees to immediately repay Franchisor. If Franchisee does not keep its trade accounts current or make immediate repayment to Franchisor, this will be a material breach of this Agreement entitling Franchisor to terminate this Agreement following Franchisor giving notice and an opportunity to cure the breach.

4.8. No Relocation.

Relocation of the franchised Hotel is not permitted. Franchisee may not relocate the franchised Hotel to another location..

4.9. Other Fees and Payments.

Franchisee must pay Franchisor or its Affiliates (i) all amounts Franchisor or its Affiliates advance, pay or become obligated to pay on Franchisee's behalf for any reason and any amount to reimburse Franchisor or its Affiliates for costs and commissions paid or due to a collection agency or in connection with Franchisor's collection efforts; and (ii) all amounts Franchisee owes Franchisor or its Affiliates for programs, products or services that Franchisee purchases, leases or licenses from Franchisor or its Affiliates.

4.10. Timing for Payments and Performance of Services. *Timing of Payments*. All monthly fees due and payable to Franchisor under this Agreement or any ancillary agreement Franchisor entered into with Franchisee must be paid to Franchisor on or before the fifteenth (15^{th}) day of each month for fees accrued during the immediately preceding month; but if the fifteenth (15^{th}) day of the month falls on a weekend or bank holiday, then such amounts shall be due and payable on the next business day. Franchisor may, in its sole Business Judgment, require Franchisee to pay all outstanding fees by electronic funds transfer, direct account debit or other similar technology now or hereafter developed or designed to accomplish the same purposes as may be designated by Franchisor. If Franchisor requires Franchisee to make payments by direct account debit, electronic funds transfer or other similar technology, Franchisee agrees to deposit and maintain at all times sufficient funds to cover all fees and payments Franchisee owes to Franchisor and its Affiliates in a segregated bank account (the "Bank Account") that Franchisee forms and maintains for the Hotel. The Bank Account must have the capacity to make payments through the means Franchisor designates, and Franchisee must sign all documents required by Franchisee's bank, Franchisor's bank and Franchisor or for approval and implementation of the debit or transfer process. If and when Franchisor implements this requirement, Franchisee may not change the Bank Account without Franchisor's advance written approval. Franchisee agrees to pay all costs of direct account debit, electronic funds transfer or other similar technology Franchisor designates.

4.10.2. *Monthly Statement of Payments*. All payments made under this Article 4, except for the Rooms Addition Fee and any other fee not based upon Gross Rooms Revenue, shall be accompanied by the monthly statement required under Section 14.3.1 below.

4.10.3. *Application of Payments*. Franchisor may apply any payment from Franchisee to any obligation due under this Agreement in whatever order and for whatever purposes as Franchisor determines, whether or not there is any contrary designation by Franchisee. Franchisee may also set-off any amounts Franchisee or its Owners owe Franchisor or its Affiliates against any amounts Franchisor or its Affiliates owe Franchisee or your Owners.

4.10.4. *Performance of Franchisor's Obligations by Third Party Designees*. FRANCHISOR HAS THE RIGHT TO DELEGATE ANY PORTION OR ALL OF ITS OBLIGATIONS UNDER THIS AGREEMENT TO ITS THIRD-PARTY DESIGNEES, WHETHER THESE DESIGNEES ARE ITS AGENTS OR INDEPENDENT CONTRACTORS WITH WHOM FRANCHISOR HAS CONTRACTED TO PERFORM THESE OBLIGATIONS. IF FRANCHISOR DOES SO, SUCH THIRD-PARTY DESIGNEES WILL BE OBLIGATED TO PERFORM THE DELEGATED FUNCTIONS FOR FRANCHISEE IN COMPLIANCE WITH THIS AGREEMENT. ANY REFERENCE IN THIS AGREEMENT TO FRANCHISOR CONCERNING PAYMENTS OR PERFORMANCE OF SERVICES INCLUDES FRANCHISOR'S AFFILIATES AND OTHER THIRD-PARTY DESIGNEES. FRANCHISOR HAS THE RIGHT, AT ITS ELECTION, TO REQUIRE FRANCHISEE TO TENDER ALL OR ANY PART OF THE PAYMENTS DUE TO FRANCHISOR UNDER THIS AGREEMENT TO FRANCHISOR, ITS AFFILIATES AND/OR ITS THIRD-PARTY DESIGNEES (AS APPLICABLE). ANY SUCH DESIGNATION BY FRANCHISOR FOR THE PERFORMANCE OR DELEGATION OF ITS DUTIES, OBLIGATIONS AND SERVICES SHALL NOT RELIEVE FRANCHISOR OR FRANCHISEE FROM ANY OF FRANCHISOR'S OR FRANCHISEE'S OBLIGATIONS UNDER THIS AGREEMENT. FRANCHISEE UNDERSTANDS AND AGREES THAT, DESPITE ANY SUCH DELEGATION BY FRANCHISOR, FRANCHISOR ALONE SHALL AT ALL TIMES REMAIN THE SOLE PARTY RESPONSIBLE AND LIABLE FOR THE FULFILLMENT OF ITS DUTIES, SERVICES AND OBLIGATIONS OWED TO FRANCHISEE UNDER THIS AGREEMENT AND FRANCHISEE COVENANTS NEVER TO CONTEND OTHERWISE.

4.11. Interest on Late Payments.

If any payment by Franchisee under this Agreement is not received within 30 days of the date it is due, then (i) such payment will be deemed overdue and such failure to timely pay Franchisor or its Affiliate(s) such past due amount shall constitute a material breach of this Agreement, and (ii) Franchisor may require Franchisee to pay interest that will accrue at a rate of one and one-half percent (1.5%) per month (18% annualized) (or, if less, the maximum interest permitted by Applicable Law) from the date such overdue amount was due until paid (in full). Franchisor's right to receive interest is in addition to any other remedies Franchisor may have in equity and in law. This provision does not constitute consent to late payments or an agreement to extend credit. Franchisee may not withhold, set-off or recoup payment of any amount due on the grounds of the alleged non-performance or breach of Franchisor's or its Affiliates' obligations under this Agreement or any other agreement. The Franchisor reserves the right to increase the late charge interest rate during the Term of the Agreement if legally permissible and commercially reasonable, with at least 30 days' prior written notice to Franchisee. Any such increase will apply uniformly to all similarly situated franchisees.

4.12. Taxes.

4.12.1. *Payment of Taxes*. Franchisee must promptly pay when due all Taxes levied or assessed by any tax authority relating to the Hotel, Franchisee, this Agreement, any other Franchisor Agreement or in connection with operating the Hotel.

4.12.2. *Taxes Imposed on Payments to Us, our Affiliates and ours Third Party Designees*. In addition to all other payments under this Agreement, Franchisee agrees to pay Franchisor, its Affiliates and/or Franchisor's third party designees (as applicable) immediately upon demand all sales taxes, trademark license taxes, gross receipts taxes and any other taxes imposed on or required to be collected or paid by Franchisor, its Affiliates and/or Franchisor's third party designees (as applicable) (excluding any corporate income taxes imposed on Franchisor, its affiliates and/or Franchisor's third party designees) because Franchisor, its Affiliates and/or Franchisor's third party designees (as applicable) have furnished programs or services to Franchisee, collected any fee from Franchisee, licensed the Marks to Franchisee and/or entered into this Agreement with Franchisee. If Applicable Law obligates Franchisee to deduct or withhold Taxes directly from any amount paid to Franchisor, then Franchisee will deduct or withhold the required amount and will timely pay the full amount deducted or withheld to the relevant governmental authority in accordance with Applicable Law. The amount paid to Franchisor will be increased so that after the deduction or withholding has been made in accordance with Applicable Law, the net amount actually received by Franchisor will equal the full amount originally invoiced or otherwise payable.

If Applicable Law does not obligate Franchisee to deduct or withhold Taxes directly from any amount paid to Franchisor, but requires Franchisor to pay such Taxes, then Franchisee will pay Franchisor within fifteen (15) days after its request, the full amount of the Taxes paid or payable by Franchisor with respect to such payment so that the net amount actually retained by Franchisor after payment of Taxes (other than taxes assessed on Franchisor's net income) will equal the full amount originally invoiced or otherwise payable.

The amounts payable to Franchisor will not be reduced by any sales, goods and services, value added or similar taxes, all of which will be paid by Franchisee. Therefore, in addition to making any payment to Franchisor required under this Agreement, Franchisee will: (i) pay Franchisor the amount of these taxes due with respect to the payment; or (ii) if required or permitted by Applicable Law, pay those taxes directly to the relevant taxing authority.

If Franchisee has a dispute as to any liability for Taxes, Franchisee may contest the liability in accordance with Applicable Law, but Franchisee will not permit a sale, seizure or attachment to occur against the Hotel. If such dispute involves payments of Taxes that will be withheld, deducted and paid by Franchisee related to payments to Franchisor as provided in this Section 4.12, Franchisee shall promptly notify Franchisor and cooperate with Franchisor in preparing a response. Upon Franchisor's request, Franchisee agrees to pay such Taxes and seek reimbursement from the governmental authority. Franchisee acknowledges and agrees that Franchisee will be responsible for any interest and penalties assessed.

4.13. Non-Refundability.

Unless otherwise specified, all fees that Franchisee paid to Franchisor or its Affiliates before or simultaneously with the execution of this Agreement, or pay to Franchisor or its Affiliates during the Term, are non-refundable.

5. HOTEL CONVERSION / CONSTRUCTION, DESIGN, RENOVATION AND MAINTENANCE.

5.1. Number of Guestrooms; Expansion.

The Hotel will have the number of Guestrooms and suites, if any, stated in Exhibit B, or such other number Franchisor may approve. Franchisee may expand the Hotel or build additional Guestrooms in compliance with this Agreement only with Franchisor's prior written approval.

5.2. Construction, Conversion, Renovation of Hotel and Completion of the Work.

Franchisee will, at its sole expense and with all reasonable diligence, timely start and complete the initial construction, conversion, renovation, and/or buildout (as applicable) of the Hotel to Franchisor's satisfaction in accordance with the provisions in Exhibit D, the Brand Standards, as well as any Applicable Law (the "**Work**"). Franchisee shall not commence operating the Hotel as a Brand System Hotel unless and until Franchisee receives Franchisor's written authorization to do so. Franchisor's design and construction / conversion team must review and approve, in writing, submissions of the relevant plans from Franchisee prior to Franchisee executing any conversion, construction, renovation, or buildout of the Hotel. Once Franchisee receives Franchisor's authorization to commence the Work, Franchisee must commence the Work on or before the Construction Commencement Date or Renovation Commencement Date (as applicable) specified in Exhibit B to this Agreement, and Franchisee must promptly provide Franchisor with evidence (satisfactory to Franchisor) that Franchisee has commenced the Work. Franchisee agrees to continue the Work to completion uninterrupted except to the extent prohibited by any Force Majeure Event. If a Force Majeure Event shall occur, Franchisee agrees to promptly notify Franchisor (in writing) of the nature and duration of any Force Majeure Event promptly after Franchisee becomes aware of the Force Majeure Event. Franchisee agrees to use its best efforts to mitigate the effect of such event of Force Majeure until such event of Force Majeure ends.

5.3. Completion of the Work.

Franchisee must complete the Work and the Hotel must be furnished, equipped and otherwise ready to open in accordance with the terms of this Agreement on or before the Work Completion Date specified in Exhibit B or any PIP as the Work Completion Date may be extended. Franchisee's failure to perform the Work by the Work Completion Date in accordance with Franchisor's requirements and specifications (including the progress, milestone, completion and other dates specified in Exhibit D of this Agreement) shall constitute a material breach of Franchisor's obligations under this Agreement. Franchisor will have the right, but not the obligation, to conduct a final inspection of the completed Hotel before it opens. Franchisor may require any corrections and modifications Franchisor considers reasonable and necessary to bring the Hotel into compliance with the Plans and specifications Franchisor approved. The Hotel will not be allowed to open if the Hotel does not conform to the approved Plans and specifications, including any changes thereto that Franchisor may approve.

5.4. Periodic Renovations.

Throughout the Term, regardless of whether Franchisor has required Franchisee to establish a Capital Reserve, Franchisee must (at its sole expense) complete the periodic renovation of all Guestrooms and Public Facilities of the Hotel to Franchisor's satisfaction and in accordance with Section 5.5 in order to maintain the Hotel as a first-class facility ("Periodic Renovations"), Periodic Renovations will include hardware updates at least once every seven (7) years unless otherwise directed by the Franchisor based on changes in requirements of the Brand System and of the designated software vendor partners, or required by law, or otherwise agreed upon in this Agreement. Modifications must be commercially reasonable, aligned with industry standards, and may not impose a disproportionate burden on Franchisee without reasonable notice. Periodic Renovations will also include, among other things, replacing Soft Goods and Case Goods periodically as required by the Brand Standards. Franchisee must inform Franchisor of the dates of the installation of Soft Goods and Case Goods in the Hotel, which Franchisor is entitled to verify. If the Hotel includes a sundry shop / market at which the Franchisor requires that certain technology be implemented (for example, a certain point-of-sale system to support the sale of goods including functionality to enable guests to select, purchase and prepare items without the need for any employee involvement), Franchisee shall implement same. At the time of any replacement of FF&E, Franchisor may require Franchisee to upgrade the rest of the Hotel to conform to the Brand Standards applicable to similarly situated Brand System Hotels.

5.5. Design Process.

Franchisor will provide Franchisee with the design criteria for the Work for the Hotel, within thirty (30) days of the Effective Date and in a timely manner for any Periodic Renovation. The design criteria Franchisor furnishes Franchisee will not address the requirements of any federal, state or local law, code or regulation, including those of the ADA or similar laws or rules. Franchisee alone, working with its architect or engineer (if applicable), are responsible for ensuring that the Hotel, as constructed or renovated, complies with all Applicable Laws, rules, regulations, ordinances, building codes, fire codes, permit requirements and the ADA. Franchisee must comply with the following requirements in connection with the Work and any Periodic Renovation (the “Design Process”):

5.5.1. Submission of Hotel Plans.

Franchisee must adapt the design criteria to prepare the plans for the Work and any Periodic Renovation for the Hotel (the “Plans”) in accordance with Applicable Law (including any Legal Accessibility Requirements). Franchisee must submit the Plans for the Work or any Periodic Renovation of the Hotel to Franchisor for Franchisor’s review in the phases and with the detail required by the Brand Standards. Franchisee will not start any Work or Periodic Renovations until Franchisor has approved the scope of the Plans and the Plans’ compliance with the Brand Standards. The Plans cannot deviate from the design criteria unless previously approved by us and designated in a separate document delivered together with the Plans.

5.5.2. Review of Hotel Plans.

Franchisor will use its reasonable best efforts to promptly review the Plans solely to ensure that they comply with the design criteria and any applicable PIP, and in the case of the Work, to also confirm that the number, configuration and location of Guestrooms and the size, configuration and location of Public Facilities (if any) are as previously approved by Franchisor. If Franchisor determines, in its sole Business Judgment, that the Plans do not comply with the design criteria, the Brand Standards, any PIP or any previously approved room configuration requirements, then Franchisor may require Franchisee to change its Plans and furnish Franchisor with revised Plans incorporating such changes. If Franchisor determines, in its sole Business Judgment, that the Plans are incomplete, Franchisor may defer its review of the Plans until Franchisor receives complete Plans. Franchisee cannot begin the Work or any Periodic Renovation until Franchisor confirms, in writing, that such Plans comply with Franchisor’s requirements. When Franchisee receives Franchisor’s confirmation, Franchisee must submit the final Plans for the Work or Periodic Renovation for the Hotel in the manner that Franchisor requires. Franchisee cannot change the final Plans without Franchisor's prior written consent. Franchisee will ensure that the conversion, construction or renovation (as applicable) of the Hotel is completed in accordance with the final Plans.

5.5.3. Approval of Certain Consultants.

Franchisee must retain a qualified architect, engineer (if appliable) and interior designer in order to complete the Work and as needed for any Periodic Renovations throughout the Term. Depending on the nature of the project, Franchisor may require that Franchisee retain other specialty consultants. Franchisee must obtain Franchisor's prior written consent before retaining or engaging any architect, engineer, interior designer for the Hotel, interior designer for any food and beverage outlet at the Hotel, and the project manager or general contractor, which consent shall not be unreasonably withheld. Such consultants shall be qualified to provide the services required for the Hotel project and maintain appropriate insurance coverage. Franchisor is not liable for the unsatisfactory performance of any Person retained by Franchisee in connection with the performance of the Work of any Periodic Renovation.

5.5.4. Plans' Compliance with Applicable Law.

Franchisee acknowledges and expressly agrees that neither Franchisor nor its Affiliates are responsible for ensuring that the Plans comply with Applicable Law, including any Legal Accessibility Requirements. Franchisee is solely responsible for ensuring that the Plans and all Work or Periodic Renovations performed for the Hotel comply with all Applicable Law (including any Legal Accessibility Requirements). Neither Franchisor nor its Affiliates will have any liability or obligation whatsoever concerning the means, methods or techniques used in constructing or renovating the Hotel.

5.6. Capital Reserve.

At any time during the Term, upon not less than thirty (30) days' prior notice, Franchisor may require Franchisee to establish a capital reserve (the "**Capital Reserve"**) in an amount not to exceed three percent (3%) of annual Gross Revenue, to be used for capital expenditures and upgrading of the Hotel (including, renovation of Guestrooms, Guestroom corridors and other public areas and replacement of furniture, fixtures and equipment). If Franchisor requires Franchisee to maintain a Capital Reserve, Franchisee must establish a Capital Reserve account funded monthly in a bank Franchisee selects. Franchisee shall make expenditures from such account in accordance with Franchisor's requirements. Franchisor may, upon request, require Franchisee to provide evidence that such bank account holds sufficient funds at any time. Any amount remaining in the Capital Reserve account at the end of any year will remain in the Capital Reserve and will not diminish the amount required to be deposited into the Capital Reserve in the next or any succeeding year. Franchisee acknowledges that the Capital Reserve may not be sufficient to maintain the Hotel as a first class facility in accordance with the Brand Standards and expressly agrees to promptly provide any necessary additional funds to meet Franchisor's product and service quality requirements, as well as Franchisee's renovation obligations specified in Section 5.4.

5.7. Opening the Hotel.

5.7.1. Franchisee must open the Hotel to the general public within twelve (12) months of the Effective Date, and Franchisee's failure to do so for any reason, unless otherwise agreed in writing, shall be deemed a default under this Agreement permitting Franchisor to terminate this

Agreement upon written notice to Franchisee. **Time is of the essence with respect to this requirement.** Franchisee may not open or begin operating the Hotel under the Marks until Franchisor has notified Franchisee in writing that Franchisee has satisfied all of the pre-opening conditions set forth in this Agreement, the Brand Standards or otherwise in writing. Before opening, the following are required: (a) within 90 days after Franchisee signs this Agreement, Franchisee must complete a new owner orientation training; (b) the General Manager must complete a General Manager training at least 90 days before opening; (c) the Director of Sales must complete a brand training and revenue management certification within 90 days before opening; (d) Franchisee must comply with all Landingplace Hotels and government standards and requirements; (e) Franchisee must pass the opening inspection; (f) Franchisee must obtain a valid certificate of occupancy; (g) Franchisee must be current with all balances owed to Franchisor or its Affiliates; (h) Franchisee must comply with all fire/life safety requirements; and, (i) Franchisee must meet all insurance requirements.

5.7.2. Franchisee must open and begin operating the Hotel under the Brand System and under the Marks on or before the Opening Date. Franchisee may request an extension of the Opening Date by submitting to Franchisor, at least three (3) months before the Opening Date, a written request for extension and a PIP/Renovation Failure/Extension Fee in the amount set forth in Exhibit B. If Franchisor consents to the extension, Franchisor will set a new Opening Date, the PIP/Renovation Failure/Extension Fee will be non-refundable, and Franchisor may (at its option) require Franchisee to modify any previously-approved Plans, conversion / construction documents, or the PIP (as applicable), to comply with the then-current design, equipment and other aspects of the Brand System. If Franchisor denies Franchisee's extension request, Franchisor will refund the PIP/Renovation Failure/Extension Fee, after extracting any fees incurred or that will be incurred by Franchisee due to failure to open the Hotel on time. Franchisee shall indemnify Franchisor for all costs and expenses that Franchisor incurs directly or indirectly as a result of Franchisee's failure to open the Hotel on or before the anticipated Opening Date, including any amounts that Franchisor pays with respect to guests whose reservations at the Hotel are cancelled.

5.8. Maintenance.

Franchisee shall at all times (at its sole expense) maintain the interior and exterior of the Hotel and any other facilities used by the Hotel in first-class condition and repair and in compliance with all Applicable Law and the Brand Standards. Franchisor has the right to prescribe additions to, deletions from or revisions of the Brand Standards (the "Supplements to the Brand Standards"), all of which will be considered a part of the Brand Standards, and all references to the Brand Standards in this Agreement will include the Supplements to the Brand Standards. Supplements to the Brand Standards will become binding on Franchisee as if originally set forth in the Brand Standards, upon being delivered to you. Franchisee agrees not to make any material alterations to the Hotel without Franchisor's prior written consent, unless such alterations are required by Applicable Law or for the continued safe and orderly operation of the Hotel.

6. FURNITURE, FIXTURES, EQUIPMENT, INVENTORIES AND SUPPLIERS.

6.1. Uniformity of the Brand System.

Franchisee will use only such FF&E, Inventories and Fixed Asset Supplies that comply with the Brand Standards. The requirements of this Section are intended to maintain the identity, integrity and reputation of the Brand System. Before purchasing FF&E to be used in constructing or renovating the Hotel, Franchisee will prepare furnished models of Guestrooms, color boards and drawings for Franchisor's confirmation that such proposed FF&E will meet the Brand Standards.

6.2. Specifications and Sources of Supply.

Franchisor may designate suppliers, including Franchisor and/or any of its Affiliates (which may be the only designated supplier for certain items), for certain items related to FF&E, Inventories and Fixed Asset Supplies, such as a pre-approved list of signage vendors, guest room directory vendors, credit card processors, channel manager(s), TV service platform supplier(s), booking engine and other software and/or hardware supplier(s), and door lock system vendor(s), among other types of suppliers. Franchisor reserves the right to include or add charges if Franchisor designates itself or any of its Affiliates as an approved source or the only approved source of certain of the Hotel's furniture, fixtures, equipment and/or other trade dress elements, or if Franchisor establishes the arrangement with any third-party vendor and collects payment from the Franchisee in order to pay such vendor (in which case, Franchisor may charge Franchisee up to $500 per month to help offset Franchisor's administrative expenses in evaluating, negotiating and managing such vendor relationships and/or any related warranty commitments). Franchisor is not obligated to designate suppliers, however, and Franchisee is under no obligation to use such suppliers, unless expressly required to do so by this Agreement, the Brand Standards or otherwise. Franchisor's designation of a supplier is not a warranty of the financial condition or performance of such supplier, and while Franchisee's use of a designated supplier may facilitate compliance with the Brand Standards, it is not a substitute for such compliance. If Franchisor has not specified a source of supply for any item that falls within the definition of FF&E and/or OS&E Inventories and/or Fixed Asset Supplies, then Franchisee may purchase that item from any source, so long as the items purchased are in strict accordance with any specifications concerning the item which Franchisor has issued in the Brand Standards or otherwise. Franchisor may from time to time provide Franchisee with specifications governing products, services and/or equipment required to be used in the Hotel for which we do not designate a required source of supply. Franchisor will set forth such specifications in the Brand Standards or in other written or electronic notices we transmit to Franchisee. All of the foregoing designated sources and specifications are subject to addition, modification, revocation and/or deletion by Franchisor from time to time upon notice given to Franchisee. If Franchisor revokes or deletes any product, supply, equipment, component or approved supplier, then Franchisee must cease using any such disapproved item or supplier (or any items purchased from a revoked source of supply) which are used at the Hotel within ten (10) days following Franchisee's receipt of Franchisor's written or electronic notice, unless the item or sources of supply poses a threat to the health or safety of the public, in which case Franchisee must immediately cease using such item or source of supply upon receipt of Franchisor's oral, written or electronic notice.

Franchisor will not charge Franchisee any fee for reviewing alternative suppliers or items that Franchisee may propose to Franchisor, except for reimbursing Franchisor's out-of-pocket expenses for such review, which will vary by item and supplier submitted for approval. If such expenses are less than $250 then Franchisor will not charge Franchisee any fee for evaluating the alternate supplier/item.

6.3. Systemwide Supply Contracts.

Franchisor may, in the exercise of Franchisor's Business Judgment, enter into supply contracts either for all Brand System Hotels or a subset of Brand System Hotels situated within one or more geographic regions (each, a "Systemwide Supply Contract"). Franchisor may enter in such Systemwide Supply Contracts with one or more vendors for programs, products, supplies, equipment, materials and services that all Brand System Hotels in the United States, or all Brand System Hotels in a designated geographic area, will be required to purchase, use and/or sell. If Franchisor does so, then immediately upon notification, Franchisee and all other Brand System Hotels (or, as applicable, those in the designated geographic area) must purchase the specified program, product, supplies, equipment, material or service only from the designated supplier. However, if at the time of our notification (or at the Effective Date of this Agreement if the Systemwide Supply Contract is already in effect), Franchisee is already a party to a non-terminable supply contract with another vendor or supplier for the item in question, then Franchisee's obligation to purchase from Franchisor's designated supplier under the Systemwide Supply Contract will not begin until the scheduled expiration (or earlier termination) of Franchisee's pre-existing supply contract.

Franchisor makes no representation that Franchisor will enter into any Systemwide Supply Contracts or other exclusive supply arrangements or, if Franchisor does so, that Franchisee would not otherwise be able to purchase the same programs, products, supplies, equipment and/or services at a lower price from another supplier. Franchisor may add to, modify, substitute or discontinue Systemwide Supply Contracts or exclusive supply arrangements in the exercise of its Business Judgment.

7. <u>HOTEL OPERATIONS</u>.

7.1. Operator of the Hotel.

7.1.1. *Management Company*.

Except as expressly permitted in this Section 7.1 or unless otherwise consented to in writing by Franchisor (for example, on a list of management companies pre-approved by the Franchisor, in the Brand Standards), Franchisee must operate the Hotel by means of a management agreement or other similar arrangement for the operation of the Hotel, acceptable to Franchisor. A Franchisee may apply to use a management company that the Franchisee or its Affiliates own and operate themselves, but there is no guarantee that any franchisee will receive approval from the Franchisor to use such a management company for their Hotel. Franchisee will at all times be responsible for complying with the obligations of this Agreement, including responsibility for any acts or omissions of the Management Company (even if such Management Company is a third-party independent contractor) in connection with the franchised Hotel, and any consent by Franchisor of a management agreement or other similar arrangement for the operation of the Hotel shall in no way relieve, reduce, mitigate or waive any of Franchisee's obligations under this Agreement. The Franchisee agrees to hold Franchisor and its Affiliates harmless and released from all liability from actions taken by any third-party Management Company operating any aspect of the Hotel and acknowledges that the approval process conducted by Franchisor is solely to ensure the Management Company has the experience, organizational structure, and ability to properly operate one of its hotels in accordance with expectations and requirements, not a guarantee of performance. The Management Company must have the authority to perform all of Franchisee's obligations under this Agreement, including all indemnity and insurance obligations.

7.1.2. *Use of Management Company*. Franchisee must contract to use a

Management Company interviewed by and approved by the Franchisor no later than 120 days prior to opening the Hotel as a LANDINGPLACE SELECT hotel. Franchisor has the right to review any proposed management agreement between Franchisee and its proposed Management Company, which agreement Franchisee must furnish to Franchisor together with Franchisee's request for Franchisor's consent to such proposed Management Company. If Franchisee submits a request, and Franchisor consents to such request, for retaining a Management Company to operate the Hotel, the Person consented to by Franchisor shall be identified as the Management Company in a separate letter from Franchisor to Franchisee. Franchisor's consent may be withdrawn at any time if we determine that such Person is no longer qualified to operate the Hotel. Franchisor's consent to the use of any particular Management Company shall not be deemed a guarantee of performance or success with regard to any Management Company.

7.1.3. *Conditions for Consent Regarding Management Company*. Franchisor in its Business Judgment may withhold its consent to any proposed Management Company that: (i) Franchisor determines (a) is not financially capable, (b) does not have the managerial skills, reputation, managerial and business experience, credit standing or operational capacity required to operate the Hotel in accordance with the Brand Standards and this Agreement, including a qualified and dedicated corporate team covering human resources and training, hotel sales and marketing, hotel revenue management, hotel finance and accounting, and hotel operations; or (c) is engaged by or involved in any way with a Competitor within your Hotel's Area of Protection; (ii) does not (a) provide Franchisor with all information and access that Franchisor reasonably requests or (b) agree to operate the Hotel in accordance with Franchisor's requirements (including the Brand Standards) and the terms of this Agreement; or (iii) has (or any of its Affiliates have) (a) been convicted of a crime punishable by either or both imprisonment of one (1) year or more, or payment of a fine or penalty of Ten Thousand U.S. Dollars ($10,000) (or the foreign currency equivalent) or more; (b) engaged in conduct that Franchisor determines may adversely affect the Hotel, the Brand System, the Marks or Franchisor's interests; or (c) been a party to any material civil litigation with Franchisor or its Affiliates; or (iv) is the subject of a pending material civil action, or has been held liable in a concluded material civil action, alleging fraud, deception, theft, conversion or similar illegality. In addition, Franchisor will not consent to any proposed Management Company that is or that employs a Prohibited Person, is an Affiliate of a Prohibited Person, or in which a Prohibited Person has an interest.

7.1.4. *Choice of Management Company in Certain Situations.* For certain hotel conversions or operationally complex locations, the Franchisor may require the use one of the Management Companies that have been designated as pre-approved by Franchisor, for a defined period after opening the Hotel. If the location of the Hotel is a conversion of an existing hotel property, Franchisee shall submit detailed property condition and compliance reports prior to opening as a LANDINGPLACE SELECT hotel. Franchisor does not require Franchisee personal oversight but may, in the

Franchisor's Business Judgment, require that an approved management company oversee day-to-day operations post-conversion (post-opening). If your Management Company resigns or is terminated by you, you must immediately notify us in writing within one (1) Business Day of your becoming aware of such a situation. If your Management Company otherwise becomes unsuitable or unqualified to operate the Hotel as determined by either you or us, then you must cease using such Management Company and you must retain a new Management Company that is acceptable to us within thirty (30) days after your prior Management Company stops serving you.

7.1.5. *Change in Circumstances of Management Company.* If there is a change in Control of the Management Company, or if the Management Company becomes engaged by or involved any way with a Competitor (or an Affiliate of a Competitor) within your Hotel's Area of Protection, or if the Management Company becomes a Prohibited Person (or an Affiliate or employer of a Prohibited Person), or if the Management Company becomes the principal operator for a Competitor within your Area of Protection or if there is a material adverse change to the financial condition or operational capacity of the Management Company, you must promptly notify Franchisor of any such event together with such additional information that Franchisor may reasonably request. Based on these changed circumstances, Franchisor may require Franchisee to immediately terminate its agreement with such Management Company and retain a replacement Management Company that will be subject to Franchisor's prior written consent. Franchisee's management agreement with the Management Company shall include provisions concordant with this requirement. After Franchisor receives such notice and all such additional information Franchisor reasonably requests, Franchisor will respond to Franchisee within fourteen (14) days.

7.2. Employees.

7.2.1. *Staffing.* Franchisee must ensure suitable, qualified individuals are employed at the Hotel sufficient to staff all positions at the Hotel in accordance with the Brand Standards. Franchisee, through its managers at the Hotel shall be responsible for the management and operation of the Hotel and supervision of employees. Managers at the Hotel must devote their full time to the management and operation of the Hotel and supervision of the employees. Franchisor may require that the General Manager for the Hotel be hired at least one hundred and twenty (120) days prior to the Opening Date. Franchisee or its Management Company (if any) shall promptly inform Franchisor in writing whenever it hires a General Manager.

7.2.2. *Employment Decision-Making*. None of Franchisee's employees or the employees of Franchisee's Management Company (if any) shall be deemed to be employees of Franchisor, joint or otherwise. Franchisee or its Management Company (if any) is the sole employer of the employees at the Hotel. All hiring and employment decisions at the Hotel will be made solely by Franchisee, not Franchisor, and neither Franchisee nor its Management Company (if any) is Franchisor's agent for any purpose with regard to Hotel employees. Franchisor does not exercise any direction nor hold or exercise any control over the employment policies and practices or employment decisions at the Hotel. Any authority Franchisor may have under this Agreement to approve certain of the Hotel's employees for qualification to perform certain functions for the Hotel does not directly or indirectly vest in Franchisor the power to hire, fire or control any such employee. Any such minimum qualification requirements established by Franchisor are solely for the purpose of ensuring that the Hotel is at all times operated in accordance with the Brand Standards and with the attributes of the Licensed Brand known to, and desired by, the consuming public and associated with the Marks. Moreover, Franchisee agrees that any training provided by Franchisor for the Hotel's employees is intended to impart to the Hotel's employees the various procedures, protocols, systems and operations of the Hotel in accordance with the Brand Standards and in no fashion reflects any employment relationship between Franchisor and the Hotel's employees.

Franchisee hereby irrevocably affirms, attests and covenants Franchisee's understanding that Franchisee's employees are employed exclusively by Franchisee and in no fashion is any such employee either employed, jointly employed or co-employed by Franchisor. Franchisee further affirms and attests that each of Franchisee's employees is under the exclusive dominion and control of Franchisee and never under the direct or indirect control of Franchisor in any fashion whatsoever. Franchisee alone hires each of its employees; sets their schedules; establishes their compensation rates; and, pays all salaries, benefits and employment-related liabilities (including, without limitation, workers' compensation insurance premiums/payroll taxes/Social Security contributions/Affordable Care Act contributions/unemployment insurance premiums). Franchisee alone has the ability to discipline or terminate its employees to the exclusion of Franchisor, which has no such authority or ability. Franchisee further attests and affirms that any minimum staffing requirements Franchisor establishes are solely for the purpose of ensuring that the Hotel is at all times operated in conformity with the Brand System and Brand Standards and the lodging, products, services, standards of quality and efficiency, and other Brand System attributes known to and desired by the consuming public and associated with the Marks. Franchisee also affirms and attests that any recommendations it may receive from Franchisor regarding salaries, hourly wages or other compensation for employees are recommendations only, designed to assist it to efficiently operate its Hotel, and that Franchisee is entirely free to disregard Franchisor's recommendations regarding such employee compensation. Moreover, Franchisee affirms and attests that any training provided by Franchisor for Franchisee's employees is geared to impart to those employees, with ultimate authority, the various procedures, protocols, systems and operations of the Hotel and in no fashion reflects any employment relationship between Franchisor and such employees. Finally, should it ever be asserted that Franchisor is the employer, joint employer or co-employer of any of Franchisee's or the Hotel's employees in any private or government investigation, action, proceeding, arbitration or other setting, Franchisee irrevocably agrees to assist Franchisor in defending said allegation, including (if necessary) appearing at any venue requested by Franchisor to testify on Franchisor's behalf (and, as may be necessary, submitting itself to depositions, other appearances and/or preparing affidavits dismissive of any allegation that Franchisor is the employer, joint employer or co-employer of any of Franchisee's or the Hotel's employees). To the extent Franchisor is the only named party in any such investigation, action, proceeding, arbitration or other setting to the exclusion of Franchisee, then should any such appearance by Franchisee be required or requested by Franchisor, Franchisor will recompense Franchisee the reasonable costs associated with Franchisee appearing at any such venue (including travel, lodging, meals and per diem salary). Pursuant to Article 15 below, Franchisee will indemnify and hold harmless Franchisor and the other Indemnitees to the fullest extent permitted by law against all claims, losses, liabilities and costs from any claim, however and wherever asserted, that we or our affiliates are the employer, joint employer or co-employer of you and/or your employees (including, without limitation, any claims against us for your violation of federal, state or local labor and/or wage and hour laws, rules and regulations). Accordingly, in accordance with Section 16, Franchisee shall obtain and maintain insurance coverage of such type, nature and scope sufficient to satisfy this indemnification obligation.

7.3. Brand System Promotion and No Diversion to Other Businesses.

7.3.1. *Brand System Promotion*. Franchisee will use reasonable efforts to encourage and promote the use of Brand System Hotels and will refer all requests for reservations, hotel services, accommodations, and usage of Public Facilities that cannot be fulfilled by the Hotel to other Brand System Hotels or Franchisor Affiliate Brand Hotels in accordance with the Brand Standards. Franchisee must display all material, including brochures and promotional material provided by Franchisor to promote Brand System Hotels or Franchisor Affiliate Brand Hotels.

7.3.2. *No Diversion to Other Businesses*. Franchisee will not, without obtaining Franchisor's prior written consent, associate or affiliate with any hotel business organization that requires Franchisee to refer business to other members of that organization. Unless Franchisee obtains Franchisor's prior approval, which approval Franchisor has the sole and absolute right to withhold, Franchisee will ensure that no part of the Hotel or the Brand System is used to promote or divert business to any lodging business (including any other hotel operated by Franchisee or its Affiliates or in which Franchisee, its Affiliates or an Owner of Franchisee or of its Affiliates owns or holds an Ownership Interest) not operated as an Franchisor Affiliate Brand Hotel, including advertising or promotion of hotels, vacation or time-sharing facilities (or any similar product sold on a fractional or other basis with use rights on a weekly or other periodic basis), conference centers, or other lodging services. Franchisee shall not ever operate, sell, or promote services or products of any other lodging-related brand in the Hotel, even if Franchisee has an ownership interest or any other form of vested interest in such other brand, unless Franchisee obtains express prior written approval to do so from Franchisor in each instance (which Franchisor may deny for any reason or no reason).

7.4. Operating the Hotel.

In addition to the other requirements for operating the Hotel set forth in the Brand Standards, and Franchisee's obligation to comply with the Brand Standards, as stated in Article 9, Franchisee shall operate the Hotel in accordance with the requirements set forth in this Agreement and shall in all respects use Franchisee's best efforts to reflect positively upon and create favorable public response to the Licensed Brand.

7.4.1. *Quality*. Franchisee shall maintain high moral and ethical standards and atmosphere at the Hotel, and provide efficient, courteous and high-quality service to the public including, in a clean, safe and orderly manner, without limitation, maintaining minimum product and service quality standards and scores for quality assurance and guest survey programs established and maintained by Franchisor, as such programs may be modified by Franchisor from time to time. Franchisee must maintain Guest Experience scores above the minimum threshold set forth in the Brand Standards for each 6-month evaluation period. Quality Evaluation scores must also meet or exceed minimum passing standards. Throughout the Term, Franchisee shall continually maintain a Social Review score that meets the minimum threshold set forth in the Brand Standards, and failure to do so shall be deemed a material default by Franchisee under this Agreement.

7.4.2. *Guest Satisfaction*. Franchisee shall strictly comply with Franchisor's requirements as to guest satisfaction and guest complaint programs, as such programs may be modified by Franchisor from time to time. Franchisee is responsible for addressing guest complaints in compliance with Franchisor's customer service standards set forth in the Brand Standards. Franchisor may, in its Business Judgment and sole discretion, step in to resolve a customer complaint and recover costs from the Franchisee when applicable. Franchisee must process and handle all consumer complaints connected with or relating to the Hotel, and shall, within twenty-four (24) hours, notify Franchisor by telephone and in writing of all of the following complaints: (i) safety or health violations; and (ii) any other material consumer claims against or losses suffered by Franchisee.

7.4.3. *Inspection*. Franchisee shall permit inspection of the Hotel by Franchisor's representatives at any time and give them free lodging for such time as may be reasonably necessary to complete their inspections. Franchisor's representatives may confer with Franchisee's employees (or its Management Company's employees, as applicable) and guests, and assess Franchisee's operations and compliance with this Agreement and the Brand Standards. Franchisor may conduct such inspections with or without prior notice to Franchisee. Franchisee shall fully cooperate with Franchisor's representatives conducting such inspections by rendering any assistance they may reasonably request. Following any such inspection, Franchisee shall take such steps as are necessary to incorporate into its Hotel operations any corrections and modifications Franchisor (or its representative) require to maintain the Hotel's compliance with the Brand Standards, as promptly as is reasonably possible and using all resources at Franchisee's disposal.

7.4.4. *Hours of Operation*. Franchisee shall continuously operate the Hotel throughout the Term from its date of opening, 24 hours a day, every day (365 days per year), in accordance with the Brand Standards, except as otherwise permitted by Franchisor. Franchisee shall have systems in place for 24-hour guest check-in, emergency response, and property monitoring. Front desk staffing may be physical or virtual depending on the approved operating model in each instance, but each guest must always be able to access assistance from Franchisee or its Management Company.

7.4.5. *Services*. Franchisee shall strictly comply with Franchisor's requirements as to the types and quality of services and products that may be used, promoted or offered at the Hotel, including the supplemental services (if any) listed on Exhibit B.

7.4.6. *Listings*. Franchisee shall strictly comply with Franchisor's requirements as to listings in directories, any online listings or other listings of the Hotel.

7.4.7. *Telecommunications*. Franchisee shall use all technology services required by Franchisor in the operation of the Hotel.

7.4.8. *Promotion*. Franchisee shall promote the Hotel on a local or regional basis subject to Franchisor's requirements as to form, content and prior approvals.

7.4.9. *Name*. Franchisor has the exclusive right to name the Hotel, including, without limitation, the right to any trade name which is developed specifically for use at the Hotel (the "Second Name"). Franchisee shall not change the name of the Hotel or the Second Name (which names shall be determined by Franchisor in its sole discretion) without the consent of Franchisor and shall effectuate any change in the naming of the Hotel as may be required by Franchisor. Franchisor shall conduct search and clearance and maintain the trademark registration for the Second Name and Franchisee shall pay for all brand agency fees, search and clearance fees and maintenance costs and fees in connection with selecting, trademarking and creating a logo and identity for the Second Name (the "Second Name IP Costs").

7.4.10. *Cobranding*. Franchisor may determine from time to time to incorporate in the Brand System programs, products or services which Franchisor either develops or otherwise obtains rights to, which are offered and sold under names, trademarks and/or service marks other than the Marks and which Franchisee's Hotel, along with some or all other Brand System Hotels, will be required to offer and sell. This activity, referred to as "cobranding", may involve additions to the licensed Marks and may require Franchisee to make modification to the Hotel's premises. If Franchisor gives written notice to Franchisee that it is instituting a cobranding program, Franchisee agrees promptly to implement any program required by Franchisor at its Hotel at the earliest commercially reasonable time and to execute any and all instruments required to do so.

7.4.11. *Government Actions*. Franchisee shall notify Franchisor in writing within five (5) days of the commencement of any action, suit or proceeding and/or the issuance of any citation, order, writ, injunction, award or decree of any court, agency or other governmental or quasi-governmental instrumentality, which may adversely affect the operation or financial condition of the franchised Hotel.

7.4.12. *Coupons, Certificates, Vouchers, Loyalty Rewards/Points*. Franchisee must participate in, and comply with the requirements of, any gift card, gift certificate, and customer loyalty / engagement / retention program that Franchisor (or Franchisor's Affiliates) implement, at Franchisee's expense, for all or part of the Brand System and shall sign the forms and take the other action that Franchisor requires in order for Franchisee to participate in such programs. Without limitation, Franchisee shall honor coupons, gift cards, gift certificates, vouchers, or loyalty rewards/points sold or distributed by other Landingplace Hotels and, if applicable, will utilize a vendor approved by Franchisor for gift card processing. Franchisee may not offer any coupon or gift certificate to customers that is not part of a pre-authorized Brand System program without Franchisor's prior written approval.

8. TRAINING AND COUNSELING.

8.1. Training.

8.1.1. From time to time, Franchisor may specify and provide required and/or optional training programs, for which training fees may be charged. Franchisor reserves the right to outsource all or portions of such trainings, in which case the training fees that Franchisee pays to Franchisor shall be used by Franchisor in Franchisor's business judgment to manage the training curriculum and procure the outsourced training for the Franchisee's personnel.

8.1.2. Required initial training includes: New Owner Orientation (certification training) for Franchisee's Principal Correspondent and one Management Company representative; General Manager certification training; Director of Sales certification training; Guest Service Manager certification training; Executive Housekeeper certification training; and, Chief Engineer certification training. New Owner Orientation training must include Franchisee's Principal Correspondent or their designee and at least one Management Company representative at the executive level in operations or sales. General Manager Training must be completed by the General Manager of the franchised Hotel (the Assistant General Manager may also attend at no extra charge for a total of two (2) trainees in one training session). Director of Sales certification trainings must be attended and completed by the Director of Sales for the franchised Hotel (the General Manager and/or the Franchisee's Principal Correspondent may also attend at no extra charge for a total of three (3) trainees in one training session). If Franchisee or its Management Company wish to send any additional personnel to attend such required initial trainings, Franchisor will permit them to do so, provided that Franchisee pays the fees per additional trainee stated on Exhibit B.

8.1.3. During the Term, if Franchisee, or the Management Company for the franchised Hotel, replaces its General Manager or a new Director of Sales for the franchised Hotel, in each case such replacement personnel must undergo the applicable required initial training stated above, within sixty (60) days after being hired by Franchisee. The charge will be $1,500 per replacement General Manager certification and $1,500 per replacement Director of Sales certification. If a General Manager leaves the Landingplace Hotels system for twenty-four (24) months or more and then returns to the system to work at the Hotel franchised hereunder, Franchisee must have that person complete initial General Manager training within 90 days of such return. If any other department head leaves the Landingplace Hotels system for twenty-four (24) months or more, then Franchisee must have that person complete the applicable department head certification within 180 days of such return.

8.1.4. After the required initial trainings, ongoing trainings may include, among other things, a required annual refresher / continuing training for the General Manager, annual general refresher for the Director of Sales of the Hotel, and annual revenue management refresher / continuing training for the Director of Sales the Hotel, in each case at the cost stated in Exhibit B. If the Hotel is deemed by the Franchisor to be at risk, in the "red zone," or in default of this Agreement, additional specialized and targeted "red zone" training and consulting sessions may be required in the Franchisor's Business Judgment, on-site (in person) and/or virtually (as determined in the Franchisor's Business Judgment), which will incur the "red zone" training fees set forth on Exhibit B.

8.1.5. Franchisee will pay for all of its trainees' tuition, training materials, supplies, salaries and Travel Costs (i.e., travel, food and lodging, living, and other out-of-pocket costs) and allocations of internal costs and overhead of Franchisor for any training in which Franchisee, Franchisee's employees or its Management Company participates. Franchisor reserves the right at all of its training programs to determine the duration of such programs, what subjects are included in the curriculum of its training programs and to train any number of individuals from any number of Brand System Hotels, whether licensed or otherwise affiliated with Franchisor, at the same time. Under no circumstance will Franchisee be compensated for any work its trainees may perform or services its trainees may render in the course of participating in any of Franchisor's training programs. Franchisor reserves the right to furnish its training programs by means of a company intranet or other electronic means of communication (such as web-based tutorials, video streaming, or through other now or hereafter developed media).

8.1.6. In addition, Franchisor may from time to time conduct an annual general conference, convention or training session. Franchisor will determine the duration, curriculum and location of these events. Franchisee or, if applicable, its approved Management Company must attend each annual or bi-annual conference, convention or training session at Franchisee's sole expense (including any Travel Costs).

8.1.7. After the Hotel opens, Franchisor may from time to time offer the Franchisee field support services, supervision and/or assistance that Franchisor considers advisable through on-site visits, off-site sessions, telephonic, electronic or other communication modes. Franchisee may also at any time communicate with Franchisor for consultation and guidance with respect to certain operational issues. The timing of Franchisor's field support and consultation services will be subject to availability of Franchisor's personnel. Franchisee will provide training required by Franchisor for personnel working at the Hotel.

8.2. Counseling by Franchisor.

Before and after the Hotel opens, Franchisor may, from time to time and at Franchisor's election, make consultation and advice services available to Franchisee about the design and operation of the Hotel as a Brand System Hotel. Franchisor will require Franchisee to pay the Travel Costs and other out-of-pocket costs of such representatives of Franchisor who consult at the Hotel.

9. SYSTEM AND BRAND STANDARDS.

9.1. Compliance with Brand System and Brand Standards.

9.1.1. Franchisee agrees that conformity with all aspects of the Brand System and the Brand Standards is essential in order to maintain the uniform quality and guest service of Brand System Hotels. Franchisee shall operate the Hotel in compliance with the Brand Standards, this Agreement, the Franchisor Agreements, and all other policies, procedures and requirements of Franchisor, established at Franchisor's option, which may be communicated to Franchisee from time to time.

9.1.2. Franchisee acknowledges that Franchisor is the owner of all proprietary rights in the Brand Standards and all intellectual property rights connected therewith (including common law copyright) and that Franchisee is acquiring no property or other right to the Brand Standards other than a license to use it and comply with it during the term of this Agreement. Franchisee agrees to ensure at all times that Franchisee's copy of the Brand Standards is current and up-to-date. If there is any dispute as to Franchisee's compliance with the provisions of the Brand Standards and any Supplements to the Brand Standards, the master copy of the Brand Standards and any Supplements to the Brand Standards maintained at Franchisor's principal office will control.

9.1.3. In addition to the Brand Standards, Franchisor may issue policy statements designed to provide Franchisee with information and/or insight as to Franchisor's current thinking about various business issues or strategies. Policy statements are not part of the Brand Standards, are not contracts and do not create any contractual or other binding obligation on either Franchisor or Franchisee.

9.1.4. Franchisee may only offer goods and services that are pre-approved by the Franchisor in accordance with the Brand Standards; this includes core amenities such as optional housekeeping, laundry facilities, sundry shops, and other approved on-property services on a case-by-case basis. Franchisee must offer all required services designated as part of the Brand model. Franchisee may not offer services such as gaming, casino operations, adult entertainment, or operate bars, lounges, or other non-aligned services without prior written approval from the Franchisor in each instance. Shared facility use with any other brand or business is not permitted unless authorized in writing. Use of the Hotel property for unauthorized purposes such as long-term residential leases, transitional housing programs, or shelter-type arrangements, is strictly prohibited unless expressly pre-approved in a signed writing by the Franchisor in each instance. Franchisee may not enter into block-lease arrangements or master lease arrangements with third-party housing operators without Franchisor approval.

9.2. Modifications of the Brand System and Brand Standards.

Franchisor may modify the Brand System and Brand Standards or any Component and such modifications may include materially changing, adding or deleting any part, at Franchisor's option, of the Brand System or Brand Standards. Franchisee agrees that modifications to the Brand System (including, the Brand Standards) may be made for all or a group of Brand System Hotels (for example, Brand System Hotels in certain local, regional or national markets, or Brand System Hotels that are deemed resorts, urban, or suburban). Each change in the Brand Standards shall be communicated in writing to Franchisee at least thirty (30) days before it goes into effect (which communication may be in hard paper copy or, at Franchisor's option, in digital, electronic or other computerized form, and if such communication is in digital, electronic or other computerized form, Franchisee must pay any costs to retrieve, review, use or access same). Franchisor may modify, add, or discontinue specific goods or services offered under the Brand in order to maintain consistency, improve guest experience, or respond to market demands. Any such changes shall be communicated by Franchisor to Franchisee in advance with a reasonable implementation timeframe, and may require Franchisee to make operational or facility upgrades to remain in compliance with updated Brand Standards.

9.3. Access to Brand Standards.

Franchisor shall make the Brand Standards and any modification thereto available to Franchisee in digital, electronic or other computerized form or, at Franchisor's option, in hard paper copy. If communicated in digital, electronic or other computerized form, Franchisee must pay any costs of its Equipment, Software and internet access to retrieve, review, use or access the Brand Standards. The Brand Standards are Confidential Information and at all times remain the sole property of Franchisor. If there is any dispute as to the contents of the Brand Standards or, as to which item or element of the Brand Standards should apply, the then-current Brand Standards, as maintained by Franchisor, will control.

9.4. Franchisee Association.

If Franchisor creates or approves the creation of an association organized to consider and make recommendations on matters related to the operation of Brand System Hotels (the "Franchisee Association"), then Franchisor, Franchisee and other Brand System Hotel franchisees will be eligible for membership. Franchisee will pay any Franchisee Association dues and assessments, which will be consistently applied to all Brand System Hotel franchisees. The Franchisee Association will vote on bylaws and election of officers. Franchisor may consider recommendations made by the Franchisee Association as expressing the general consensus view of the franchisee members of the Franchisee Association.

10. <u>ADVERTISING AND MARKETING; RATES AND RESERVATIONS.</u>

10.1. Franchisee's Local Advertising and Marketing Programs.

10.1.1. *Local Advertising*. Franchisee will undertake, at Franchisor's request, and at Franchisee's expense, local advertising, marketing, promotional, sales and public relations programs and activities for the Hotel, including preparing and using any Marketing Materials, in accordance with the Brand Standards.

10.1.2. *Use of Marketing Materials in Compliance with Brand Standards*. All advertising (including Franchisor's requirements as to the use, display, style and type of Marketing Materials) by Franchisee shall be conducted only in the places and manner approved or required by Franchisor and in compliance with the Brand Standards, Brand Marks, and Applicable Law. Franchisee shall submit to Franchisor for its prior approval, samples of all Marketing Materials that Franchisee wishes to use which have not been either provided or previously approved by Franchisor. Any Marketing Materials proposed or developed by Franchisee for the Hotel and approved by Franchisor may be copied and used by Franchisor, its Affiliates or other Franchisor Affiliate Brand Hotels without compensation to Franchisee. Franchisor reserves the absolute right to disapprove and discontinue the use of any Marketing Materials previously provided to Franchisee or approved by Franchisor. Any local and regional marketing programs, or advertising and marketing programs specific to the Hotel franchised hereunder, and related activities may be conducted by Franchisee, but only at Franchisee's expense and subject to compliance with the Brand Standards and Brand Marks (Identity). Additional charges may be imposed for optional Marketing Materials ordered or supplied by Franchisor to Franchisee.

10.2. System Fund.

10.2.1. *System Fund*. Franchisor or its designee will administer the System Fund as follows:

(a) As provided in Section 4.5, Franchisee agrees to pay Franchisor a System Fund Contribution which, combined with the contributions made by other Brand System Hotels, and by Brand Hotels owned by Franchisor or its Affiliates, will constitute the System Fund (or the "**System Fund**") for the System Fund Activities to be provided by Franchisor, its Affiliates and/or its designees.

(b) Franchisor will direct all advertising and other programs, with sole control over the creative concepts, materials and media used in such programs, and the placement and allocation of System Fund advertising and other expenditures. Franchisee acknowledges that the System Fund is intended for Franchisor to use in its sole Business Judgment for marketing, reservations, and other activities which, in Franchisor's Business Judgment as to the long-term interests of the Brand System, strengthen the Brand System. The System Fund may be used to further general public recognition and acceptance of the Brand System and may be used within Franchisor and its Affiliate's sole Business Judgment for purposes that benefit or include Brand System Hotels, as a whole, groups of Brand System Hotels, and Franchisor's other Affiliate Brand Hotels. Franchisee further acknowledges that Franchisor, its Affiliates and designees undertake no obligation in administering the System Fund to ensure that any particular group of Brand System Hotels, including the Hotel or particular Affiliate Brand Hotel benefits from the System Fund Activities on a pro-rata or other basis or that the Hotel will benefit from the System Fund Activities proportionate to Franchisee's System Fund Contributions.

10.2.2. *System Fund Activities*. Franchisee will use System Fund Contributions in order to undertake all activities Franchisor deems appropriate, in its sole Business Judgment, to promote general public recognition of, use of, and loyalty to, LANDINGPLACE SELECT and Franchisor's other Affiliate Brand Hotels (the "**System Fund Activities**").

These activities may be conducted on a local, regional, national, continental or international basis or for all, or a group of, Franchisor Affiliate Brand Hotels. Franchisor and its Affiliates may modify, in Franchisor's respective Business Judgment, the System Fund Activities from time to time. These System Fund Activities may include, but are not limited to: sales; guest services; reservations; standards; training programs; research; the development of new or improved services, associated products and platforms; tactical marketing initiatives more focused on short-term revenue enhancement and seasonal marketing programs; administering, directing, preparing, placing and paying for national, regional or local advertising, including (without limitation) television, radio, magazine, newspaper and worldwide web/internet advertising campaigns; other advertising, marketing and public relations materials; public relations; consumer and market research, interviews and related activities; the creation, maintenance and periodic modification of the LANDINGPLACE SELECT website(s) (including Franchisor provision and management of Franchisee's website for the Hotel); advertising at sports events, trade shows and conferences; mailers, door hangers, freestanding inserts/coupons, brochures and sponsorships; mystery shoppers (both for the Brand System and for competitive networks or units); celebrity and influencer endorsements; reviewing any advertising material Franchisee proposes to use (as provided below); search engine optimization; establishing a third party facility for customizing local advertising materials; accounting for System Fund receipts and expenditures; attendance at industry related conventions, shows or seminars; other activities that Franchisor in its Business Judgment believes are appropriate to enhance, promote and/or protect the Brand System, the Marks, the Brand System Hotels (as a whole), a group of Brand System Hotels, and Franchisor Affiliate Brand Hotels; and, engaging advertising, creative and marketing agencies, and consultants to assist in any or all of the foregoing activities, including fees to have print, broadcast and/or internet advertising placed by an agency, and all other agency fees. Examples of System Fund expenditures may include: paying for some aspects of the various software (PMS, RMS, CRS, etc.) that franchisees use (other than the aspects that the franchisees specifically pay for under the Master Technology Services Agreement or otherwise), marketing, advertising, property support, franchisee portal, quality assurance inspection software, loyalty program software, and booking engine software. The System Fund cannot be used to cover the cost of maintenance, repair, modernization, renovation, or upgrading of the Hotel. The System Fund Contribution does not include costs that Franchisee may incur in the acquisition, installation or maintenance of reservations services, equipment or training, or in Franchisee's own marketing activities; Franchisor and its Affiliates are not responsible for any of these costs. Franchisor can change the System Fund from time to time if the change is approved by a majority of members (counted on the basis of one Hotel, one vote) of the Brand System who represent a majority of the Hotels to be subject to the increase. Franchisor can convene said meeting on at least 45 days' advance written notice.

10.2.3. *Advertising Media and Allocation of System Fund Contributions*. Franchisor reserves the right to use any media, create any programs and allocate advertising funds to any regions or localities in any manner Franchisor considers appropriate in its Business Judgment. The allocation may include rebates to individual franchisees of some or all of their System Fund contributions for local advertising expenditures if, in its Business Judgment, Franchisor's national or regional advertising program or campaign cannot effectively advertise or promote in certain regions or communities. If Franchisor determines, in its Business Judgment, that the total System Fund Contributions collected from all LANDINGPLACE SELECT franchisees, Affiliate Brand Hotel franchisees and company-owned Hotels is insufficient to sustain a meaningful regional or national advertising campaign, Franchisor may rebate a portion of the System Fund Contributions to franchisees, Affiliate Brand Hotel franchisees, and Franchisor's (or its affiliates') company-owned Hotels on a pro rata basis, in which case Franchisees must expend any such rebate they receive on the types of local advertising and media that Franchisor determines, and all rebate advertising expenditures must be documented to Franchisor in a monthly rebate advertising expenditure report form which Franchisor will furnish in the Brand Standards or otherwise.

10.2.4. *Use of System Fund Contributions.* Franchisor expects to expend most contributions to the System Fund for the above-stated purposes during the fiscal year when the contributions are made. If not all funds are spent in the fiscal year in which they accrue, Franchisor will use the remaining amount in the future for the benefit of the franchisees, Affiliate Brand Hotel franchisees and the Brand System.

10.2.5. *Permitted Changes to System Fund Contribution.* Franchisor may, in its Business Judgment, (i) change the method of funding System Fund Activities time (including by establishing methods of funding System Fund Activities other than by System Fund Contribution); and (ii) change the programs and System Fund Activities covered by the System Fund Contribution.

10.2.6. *No Fiduciary Duty*. Franchisor and its Affiliates do not hold the System Fund as a trustee or as trust funds and Franchisor is not a fiduciary with respect to the System Fund. Within sixty (60) days following the close of Franchisor's fiscal year, Franchisor will prepare (but not audit) a statement detailing System Fund income and expenses for the fiscal year just ended, a copy of which statement will be sent to Franchisee upon request.

10.2.7. *Sale of Franchises*. No more than 10% of the System Fund may be used for activity whose sole purpose is the sale of franchises. In addition, the design and maintenance of Franchisor's website (for which System Fund Contributions may be used) may, without violating the provisions of this Agreement, include information and solicitations for prospective franchisees and public relations and community involvement activities which may result in greater awareness of the LANDINGPLACE SELECT brand and the franchise opportunity.

10.2.8. *Termination of System Fund*. Although the System Fund is intended to have a perpetual duration, Franchisor maintains the right to terminate the System Fund, but will not do so until all of the monies in the System Fund have been expended for advertising and promotional purposes.

10.3. Additional Marketing Programs.

Franchisor may, at its option, establish and coordinate advertising, marketing and sales programs, customer satisfaction programs and other activities among Brand System Hotels and Franchisor's other Affiliate Brand Hotels on a local, regional, national, continental or international basis and provide for Franchisee's participation therein. If Franchisor does so, then Franchisee shall participate in and pay for such programs and activities on the same basis as other similarly situated Brand System Hotels (including hotels owned or managed by Franchisor's Affiliates) as Franchisor determines, and such programs and activities will be paid for by Franchisee and not by the System Fund.

10.4. Digital Marketing.

Franchisor may, in its sole discretion, establish and operate websites, social media accounts, applications, keyword or ad word purchasing programs, or other means of digital advertising on the internet or any electronic communications network (collectively, "**Digital Marketing"**). Franchisor will have the sole right to control all aspects of any Digital Marketing, including those related to the Hotel.

Using the System Fee, Franchisor shall engage one or more search engine optimization service providers and/or search engine marketing firms as required by the Brand Standards. Franchisee shall not engage in such activities so as to avoid competing against Franchisor in bidding for such services. Franchisor will operate and maintain a website for Franchisor Affiliate Brand Hotels, which will include basic information related to the Hotel. Franchisee further acknowledges that each of the www.landingplacehotels.com and the www.landingplaceselect.com domain name is the sole property of Franchisor, and is one of the landing pages for other Franchisor Affiliate Brand Hotels. Franchisee shall not, directly or indirectly, use, register, obtain or maintain a registration for any Internet domain name, address, or other designation that contains any Mark or any mark that is in Franchisor's sole opinion confusingly similar, including misspellings and acronyms. Upon Franchisor's request, Franchisee must promptly take all steps to cancel or transfer to Franchisor or its designee any such domain name, address, or other designation under its control, without payment of any compensation to Franchisee. Franchisee is not permitted to establish its own website(s), social media page(s) or other Digital Marketing channels unless authorized, in writing, in advance, by the Franchisor in each instance.

If Franchisor does permit Franchisee to conduct any Digital Marketing, Franchisee must comply with any policies, standards, guidelines, or content requirements established by Franchisor periodically and must immediately modify or delete any Digital Marketing that Franchisor determines, in its sole discretion, is not compliant with such policies, standards, guidelines, or requirements. Franchisor may withdraw its approval of any Digital Marketing at any time. Franchisee may engage in Hotel-specific marketing programs to improve placement/presence on approved distribution sites and all costs for these services are the responsibility of the Franchisee. Franchisor shall have the right to approve third-party distribution partners and acceptable marketing activities in which the Franchisee may participate.

10.5. Pricing, Rates and Reservations.

10.5.1. *Pricing and Rates*. Franchisee is responsible for setting its own prices and rates for Guestrooms and other products and services at the

Hotel, including determining any prices or rates that appear in the Reservation System. Franchisor may, however: (i) prohibit certain types of charges or billing practices that Franchisor determines are misleading or detrimental to the System (including, without limitation, incremental fees for services that guests would normally expect to be included in the Guestroom charge); (ii) require that Franchisee price consistently in all distribution channels; or (iii) impose other pricing requirements permitted by Applicable Law.

10.5.2. *Pricing Recommendations; Participation in Programs*. Franchisor may recommend prices or rates for the products and services offered by Franchisee or require participation in various sales or inventory management programs or promotions offered by Franchisor. Franchisor may also provide access to industry-recognized tools, reports, systems, and resources to assist with gathering intelligence to aid in establishing room rates, restrictions, and other related items. However, Franchisor's recommendations are optional and provision of access to such resources does not guarantee their accuracy or effectiveness; Franchisee is ultimately responsible for determining the prices or rates at which it offers its products and services, and Franchisor's recommendations or provision of resources are not a representation or warranty by Franchisor that the use of such recommended prices or rates will produce, increase, or optimize Franchisee's profits. Franchisor will have no liability for any such recommendations or the provision of such resources, including those made in connection with any sales activity or inventory management.

10.5.3. *Honoring Reservations*. Franchisee will provide its prices and rates for use in the Reservation System in accordance with the Brand Standards. Franchisee will: (i) honor any prices, rates or discounts that appear in the Reservation System or elsewhere; (ii) honor all reservations made through the Reservation System or that are confirmed; and (iii) not charge any Hotel guest a rate higher than the rate specified for the Hotel guest's reservation in the Reservation System or, if not made through the Reservation System, in the reservation confirmation. Franchisee will also honor all pricing and terms for any other product or service specified by Franchisor and offered in connection with the Hotel through the Reservation System or otherwise.

10.5.4. *Determining the Hotel's Competitive Set*. Throughout the Term, as between the parties hereto, the Franchisor shall have the ability to establish the primary "competitive set" (comp set) that is published with regard to the Hotel with Smith Travel Research / CoStar reporting. Franchisor shall not prevent Franchisee from establishing additional comp sets in the Franchisee's own choice and discretion, separate from the Hotel's primary comp set.

11. TECHNOLOGY SYSTEMS.

11.1. Installation and Use of Technology Systems.

Franchisee must (at its expense) purchase or lease, install, maintain and use the Technology Systems designated and required by Franchisor in compliance with the Brand Standards or other required specifications and take any other actions required by the Brand Standards to protect the

Technology Systems and the data stored or communicated via the Technology Systems. Franchisee must comply with any end-user terms related to any components of the Technology Systems. Franchisee will not use the Technology Systems for any purpose except for operating the Hotel under this Agreement. Franchisor will make the Reservation System available to Franchisee, subject to Section 19.3 of this Agreement. Franchisor will not make the Reservation System available to Franchisee for reservations made for any date after the expiration or termination of this Agreement.

11.2. Master Technology Systems Agreement

Franchisee must execute the Master Technology Services Agreement (the form of which is attached as an Exhibit to Franchisor's Franchise Disclosure Document) in order to access the Technology Systems. Any part of the Technology Systems may be modified or replaced from time to time as required by Franchisor in its Business Judgment. If Franchisor determines that technological advances warrant amendment or replacement of the Master Technology Services Agreement, Franchisee will execute the then-current amended or replacement Master Technology Services Agreement upon request by Franchisor.

11.3. Requirement to Use Approved Components of Technology Systems.

11.3.1. Franchisee must use only Approved Software, Approved Equipment and the Network Connectivity and must use the Technology Systems only for the purposes designated by Franchisor or otherwise authorized by this Agreement or the Master Technology Services Agreement. Franchisee understands and agrees that modes of computerization and communication are rapidly evolving and that, accordingly, Franchisor may require Franchisee (at its expense) to purchase, install and utilize at the Hotel such hereafter developed modes of computerization, computer programs, applications, communications modes, media and/or interfaces as Franchisor, in its Business Judgment, determines to incorporate into the Brand System. Franchisee shall do so at such times and in such manner as Franchisor designates, in the Brand Standards or other written or electronic notices.

11.3.2. Franchisee agrees to become and remain a merchant for any credit cards and/or debit cards, and any credit and/or debit card processor(s), which Franchisor may specify in the Brand Standards or otherwise, including the specific credit card processors in the Brand Standards and no other credit card processors unless approved by Franchisor in writing in advance. Franchisee also agrees to use and accept mobile payments from any mobile payment service that Franchisor may specify in the Brand Standards or otherwise. Further, Franchisee agrees to maintain the creditworthiness required of each of these credit card or debit card (or other mode of payment) issuers; to honor these cards and payment methods for credit purposes; and, to abide by all related regulations and procedures that Franchisor and/or the credit card and/or debit card issuer prescribes.

11.3.3. In addition, Franchisee agrees that, at Franchisee's sole expense, Franchisee shall at Franchisor's direction and by the time Franchisor specifies purchase, install and utilize such equipment, facilities and personnel necessary to enable now or hereafter developed alternative modes of customer payments (beyond cash, credit cards and debit cards). Such alternative modes of payment may include, by way of examples only, "smart phone" payment transactions and automated "smart phone" (or other) customer purchase tracking / payment transactions.

11.3.4. Franchisee must at all times undertake all reasonable measures to anticipate, detect and prevent fraudulent credit or debit transactions.

11.3.5. Franchisee must utilize the channel manager software and/or hardware that Franchisor requires as stated in the Brand Standards, as well as any other computer/electronics hardware stated in the Brand Standards. Marketing, promotion and renting of rooms is not permissible through alternative channels unless expressly approved in writing from the Franchisor.

11.3.6. Franchisee is required, throughout the Term, to use designated technology platforms, including, in the Franchisor's Business Judgment, a Property Management System (PMS), Revenue Management System (RMS), Central Reservations System (CRS), Global Distribution System (GDS), online distribution database / hotel content database (ODD / HCD), and Guest Management System / Customer Relationship Management (CRM) system, provided by third-party vendors designated by the Franchisor. To streamline administration and ensure uninterrupted service, the Franchisor may, in its Business Judgment and sole discretion, centrally manage some or all of these vendor relationships and receive consolidated invoices and then allocate and pass through those costs to Franchisee by means of a monthly invoice or, in Franchisor's discretion, include the cost of these items as part of the ongoing fees that are described in this Agreement. If Franchisor allocates and passes through the cost to Franchisee, Franchisor may add a reasonable fee up to $500 per month to help offset Franchisor's administrative costs of vetting, establishing, and maintaining such arrangements with third-party vendors for the benefit of the System. Upon Franchisor's request, Franchisee shall execute a master technology services agreement, in the form attached to Franchisor's then-current Franchise Disclosure Document, regarding Franchisee's use of certain technology associated with the Brand System.

11.4. Ownership.

Franchisee acknowledges that the Technology Systems may be proprietary to Franchisor or its third-party vendors. The component(s) of the Technology Systems that is(are) proprietary to Franchisor or its third-party vendors, as applicable, will remain the sole property of Franchisor or its third-party vendors and Franchisee agrees not to contest such ownership. Any license or access to any component of the Technology Systems provided pursuant to this Agreement will terminate upon the earlier of (i) the termination of this Agreement or (ii) when such Technology Systems are no longer used as part of the Brand System. Franchisor reserves the right to suspend Franchisee's access to any Technology Systems for noncompliance with any end-user terms, or in order to protect the Intellectual Property or the intellectual property of third-party vendors.

11.5. Franchisor's Access to Information Stored in Technology Systems.

Franchisor may independently access the information contained in the Technology Systems and Franchisee will take all actions necessary to provide Franchisor with such access, except to the extent that the terms or technology that Franchisor has negotiated with a designated vendor limit or prohibit such access by the Franchisor. As between the parties hereto, Franchisor and its

Affiliates may use any accessible information contained in or obtained through the Technology Systems, including Guest Information. Franchisor, its Affiliates and/or representatives may also inspect and audit the Technology Systems (including the information contained therein). Franchisee agrees to fully cooperate in and provide Franchisor, its Affiliates and/or representatives with any assistance Franchisor, its Affiliates and/or representatives reasonably requires to conduct such audits and inspections.

11.6. Third-Party Technology Vendors.

Franchisee acknowledges that Franchisor will have no liability for Franchisee's use of any component of the Technology Systems provided by a third-party vendor. Any third-party vendors of any component of the Technology Systems will have the right to enforce any end-user terms directly against Franchisee. Franchisee may be required to execute agreements with third-party vendors and comply with any privacy and security or other standards. Franchisor may designate a third-party vendor of the Technology Systems as an approved supplier and require Franchisee to use the Technology Systems provided by the approved supplier.

11.7. Limitation on Liability.

Franchisor is not liable for any loss or damage arising out of the use or failure of any Technology Systems, including corruption or loss of data, and Franchisee waives any right to, or claim of, any direct, exemplary, incidental, indirect, special, consequential or other similar damages (including loss of profits) in connection with the use, inability to use, breach or failure of any Technology Systems, even if Franchisor has been advised of the possibility of such damage, breach or failure. To the extent permissible, Franchisor will use its reasonable efforts to make available for Franchisee any warranties or other similar protections provided by Franchisor's vendors with respect to the Technology Systems.

11.8. NO WARRANTY.

FRANCHISOR DOES NOT MAKE ANY REPRESENTATION OR WARRANTY ABOUT ANY TECHNOLOGY SYSTEMS. If FRANCHISOR PROVIDES OR FACILITATES ACCESS TO THE TECHNOLOGY SYSTEMS, SUCH USE OR ACCESS IS ON AN AS-IS BASIS. FRANCHISOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND CUSTOM OR USAGE IN THE TRADE, RELATED TO FRANCHISEE'S USE OF THE TECHNOLOGY SYSTEMS.

12. INTELLECTUAL PROPERTY.

12.1. Ownership of Brand System and Intellectual Property.

Franchisor represents and Franchisee acknowledges and agrees that Franchisor is the owner or authorized licensor of all right, title, and interest in and to all Components, including, without limitation, the Intellectual Property (including the Marks), and Franchisee has no interest in or rights or title to the Brand System or the Intellectual Property (including the Marks) beyond the non-exclusive license granted in this Agreement. Franchisee will not contest or challenge, either directly or indirectly during or after the Term: (i) Franchisor's rights in and right to license others to use, the Brand System and any Components of the Brand System, including, without limitation, the Marks or other Intellectual Property, (ii) the validity of any or part of the Marks or other Intellectual Property, and (iii) the exclusive right of Franchisor to register the Marks or other Intellectual Property in any jurisdiction. All improvements, modifications and additions whenever made to or associated with the Brand System by the parties hereto or anyone else, and all service marks, trademarks, copyrights, and service mark, trademark, domain name or similar registrations at any time used, applied for or granted in connection with the Brand System, and all goodwill arising from Franchisee's use of the Marks and other Intellectual Property, including (without limitation) local goodwill, shall inure solely to the benefit of and become the property of Franchisor. Franchisee acknowledges that Franchisor's and its Affiliates' rights in the Marks are not limited to the specific presentation or configuration of any of them, but rather extend to all combinations and displays of the words and/or design elements thereof and extend to all translations of them in any language. Further, Franchisee acknowledges and agrees that Franchisor's and its Affiliates' rights in and to the Marks are not limited to such rights as may be conferred by registrations thereof or by applications for registrations but, instead, include extensive common law and other rights in the Marks vested as a result of their use by Franchisor, its Affiliates and other authorized parties. Upon expiration or termination of this Agreement, no monetary amount will be attributable to any goodwill associated with Franchisee's activities as a Franchisee under this Agreement or Franchisee's use of the Brand System or any Components of the Brand System (including the Marks).

12.2. Third-Party Challenges.

12.2.1. *Notice to Franchisor*. Franchisee shall promptly notify Franchisor of (i) any objections, demands, controversies, allegations, or actions asserted or taken by third parties involving any Components of the Brand System (including the Marks) of which Franchisee becomes aware and (ii) any potentially infringing or unauthorized uses of any Component of the Brand System (including the Marks) which Franchisee becomes aware. Franchisor has the exclusive right, but no obligation, to initiate, direct, and control any litigation, administrative proceeding, or dispute relating to the Marks, other Intellectual Property or the Brand System, including, but not limited to, any settlement. Franchisor will be entitled to retain any and all proceeds, damages, and other sums, including attorneys' fees, recovered or owed to Franchisor in connection with any such action. Franchisee may not initiate any suit or proceeding against alleged imitators or infringers or any other suit or proceeding to enforce or protect the Marks, the other Intellectual Property or the Brand System unless at the direction of Franchisor.

12.2.2. *Franchisor's Defense of the Marks*. If Franchisee receives notice, is informed of or learns of any claim, suit or demand against Franchisee on account of any alleged infringement, unfair competition, or similar matter relating to Franchisee's use of the Marks (each, a "claim"), Franchisee agrees to promptly notify Franchisor. Franchisor will then promptly take any action it may consider necessary to protect and defend Franchisee against the claim and indemnify Franchisee against any loss, cost or expense incurred in connection with the claim, so long as the claim is based solely on any alleged infringement, unfair competition, or similar matter relating to Franchisee's use of the Marks. Franchisee may not settle or compromise any claim of a third party without Franchisor's prior written consent. Franchisor will have the right to defend, compromise and settle the claim at Franchisor's sole cost and expense, using Franchisor's own counsel. Franchisee agrees to cooperate fully with Franchisor in connection with the defense of the claim and to execute any and all documents, and do any and all things, as Franchisor's counsel deems necessary, including (but not limited to) becoming a nominal party to any legal action. If Franchisee does so, then Franchisor shall reimburse Franchisee for its out-of-pocket costs in doing such acts and things, but Franchisee will bear the salary costs of its employees and Franchisor will bear the costs of any judgment or settlement. Franchisee grants irrevocable authority to Franchisor, and appoints Franchisor as Franchisee's attorney in fact, to defend and/or settle all claims of this type. Franchisee may participate at its own expense in the defense or settlement, but Franchisor's decisions with regard to the defense or settlement will be final. Franchisor will have no obligation to defend or indemnify Franchisee pursuant to this Section 12.2.2 if the claim arises out of or relates to Franchisee's use of any of the Marks in violation of the terms of this Agreement.

12.3. Protection of Intellectual Property.

Franchisee will make every effort to protect and maintain the Marks and other Intellectual Property. Franchisee will promptly execute all documents and render any other assistance Franchisor may deem necessary to maintain the continued validity and enforceability of the Marks and other Intellectual Property, including cooperating in any action specified in Section 12.2.

12.4. Franchisee's Use of Intellectual Property and Brand System.

Franchisee will use the Intellectual Property (i) only in connection with the operation of the Hotel during the Term, (ii) only in the manner as provided in this Agreement, the Brand Standards, and as otherwise expressly authorized by Franchisor, and (iii) only in a manner that will not harm or damage the Brand System, the Marks, or Franchisor. Without limiting the generality of the foregoing, Franchisee may not use the Marks in any way which will incur any obligation or indebtedness on Franchisor's behalf. Franchisee must post in a prominent place in the Hotel readily visible to the public and on any other materials required by Franchisor a notice indicating that Franchisee is a licensed operator under the Brand System and that Franchisee is using the Marks under a license. Franchisee acknowledges that any unauthorized, unpermitted, or prohibited use of any of the Intellectual Property will constitute infringement of Franchisor's rights. Franchisee may not take any action to record this Agreement or to apply for any rights, registrations, or interests in any part of the Intellectual Property or any parts similar to the Intellectual Property (as determined by Franchisor in its sole discretion) in any jurisdiction, unless at the direction of Franchisor. If Franchisee registers or applies to register any part of the Intellectual Property in violation of this Agreement, in addition to all other remedies available, Franchisor shall have the right to require Franchisee, at Franchisee's expense, to cancel such application or registration or transfer such application or registration to Franchisor.

12.5. Restrictions on Use of Marks.

Except as otherwise provided by Franchisor in writing, Franchisee may not use the Marks (i) as part of any entity name, (ii) as part of a required business, trade, fictitious, assumed, or similar name registration, except as the Licensed Brand in accordance with instructions provided by Franchisor, (iii) as part of a street name, address, or development name, (iv) with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos licensed to Franchisee under this Agreement), (v) in any domain names or on any website on the Internet or any other electronic communication network, (vi) in conjunction with any unauthorized products or services, (vii) in conjunction with any business venture other than the Hotel, (viii) in any manner that would cause the Marks to become generic or lose their distinctiveness, or (ix) in any manner that would mislead or confuse the public or infringe on the Marks. The restrictions and requirements that limit Franchisee's use of the Marks and identifications apply to all formats, including print, electronic and other media, and include domain names, URLs, and other identifications or elements used in electronic commerce.

12.6. Required Means of Identification; Non-Use of Trade Name.

Franchisee must operate and advertise the Hotel under the assumed business name "LANDINGPLACE SELECT," without prefix or suffix. Franchisee agrees, at its expense, to perform all filings and procure all required or necessary government approvals or registrations required to do business under that assumed business name; to comply with any instructions Franchisor gives you regarding the filing or maintenance of any trade name or fictitious business name registrations; to execute any documents Franchisor or its counsel deem necessary to protect the Marks to maintain their continued validity and enforceability; and, upon request, to furnish to Franchisor copies of all such filings, approvals and registrations. Franchisee must never identify itself as an agent of Franchisor. Franchisee must conspicuously identify itself and the Hotel as an independently owned and operated franchised business in all dealings with Franchisee's customers, contractors, suppliers, public officials and members of the public, and in all advertising, promotion and marketing related to the Hotel. Franchisee agrees to place this notice of independent ownership in the Hotel and any other facilities of the Hotel, readily visible to employees and members of the public who enter, and on printed materials, business cards, stationery, marketing and advertising materials, signs and other written or electronic modes in the form, size and manner we specify in the Brand Standards or otherwise and in such fashion as Franchisor requires from time to time.

12.7. Modification or Discontinuation of the Intellectual Property.

12.7.1. *Modification, Discontinuation and Substitution*. Franchisor has the right, upon reasonable notice and in its sole discretion, to change, discontinue, or substitute for any of the Intellectual Property and to adopt entirely different or new Intellectual Property for use with the Brand System without any liability to Franchisee. Franchisee agrees to implement any such changes at Franchisee's expense in accordance with Franchisor's instructions within the time period Franchisor reasonably specifies. Franchisee further agrees that it will have no right to any compensation or other remedies from Franchisor or any of its Affiliates as a consequence of any such modification. Franchisee waives any claim for expenses, losses or damages related to such Intellectual Property change, discontinuation or substitution and covenants not to commence or join in any litigation or other proceeding against Franchisor or any of its affiliates for any such expenses, losses or damages.

12.7.2. *Improvements.* Any inventions, innovations, modifications, improvements, changes, substitutions or additions relating to the Brand System Hotel and based on or relying upon the Brand System or relating to the Brand System and/or the Brand Standards that are developed or proposed by or on behalf of Franchisee (whether or not consented to by Franchisor), including, without limitation, any modifications to architectural drawings or architectural works licensed to Franchisee as part of the System (collectively, "**Improvements**"), are hereby automatically and irrevocably assigned to Franchisor, in perpetuity throughout the world, without payment of any compensation to Franchisee. If such Improvements may be protected by way of trademark, copyright, patent, trade secret, or otherwise, Franchisee will execute (and will cause each of its employees or independent contractors who contributed to such Improvements to execute), upon Franchisor's request, such documentation as Franchisor may reasonably require to evidence Franchisor's ownership of such Improvements and to transfer ownership of such Improvements to Franchisor. Except to the extent prohibited by Applicable Law, Franchisee waives, and will cause each of its employees or independent contractors who contributed to Brand System modifications to waive all "moral rights of authors" or any similar rights in or to such Improvements. Franchisor may authorize itself, its Affiliates and/or other Franchisor Portfolio Brands and Hotels to use and exploit any such rights which are assigned to Franchisor hereunder. The sole consideration for Franchisee's assignment to Franchisor of all of the foregoing rights shall be Franchisor's grant of the license conferred upon Franchisee by this Agreement.

12.8. Post-Termination or Expiration.

Upon the expiration or termination of this Agreement for any reason, all of Franchisee's rights to use the Intellectual Property will automatically revert to Franchisor without cost and without the execution or delivery of any document. Upon Franchisor's request, Franchisee will execute all documents that Franchisor requires to confirm such reversion.

13. CONFIDENTIAL INFORMATION; DATA & GUEST INFORMATION AND DATA PROTECTION LAWS.

13.1. Confidential Information.

13.1.1. *Confidentiality Obligation.* Franchisee will not, during the Term or thereafter, without Franchisor's prior written consent, which consent may be granted or withheld in Franchisor's sole discretion, copy, duplicate, record, reproduce, in whole or in part, or otherwise transmit or make available to any unauthorized Person any Confidential Information. Franchisee may divulge such Confidential Information only to such of Franchisee's employees or agents (such as the Management Company) as is necessary for each to perform his/her/its functions and then only on a "need to know" basis in order to operate the Hotel. All other Persons are unauthorized for purposes of this Agreement. Franchisee agrees that the Confidential Information has commercial value and that Franchisor has taken reasonable measures to maintain its confidentiality, and, as such, the Confidential Information is proprietary and a trade secret of Franchisor. Franchisee agrees to adopt, implement and take all necessary precautions to that Franchisor prescribes from time to time to ensure that these individuals maintain the Confidential Information in confidence and comply with the confidentiality provisions of this Agreement. Franchisee will be liable to Franchisor for any breaches of the confidentiality obligations in this Section by its employees and agents. Franchisee will maintain the Confidential Information in a safe and secure location and will immediately report to Franchisor the theft or loss of all or any part of the Confidential Information. Upon the expiration or termination of this Agreement, Franchisee agrees to return to Franchisor such Confidential Information as Franchisor requests (including customer records; all training materials and other instructional content; financial and non-financial books and records; the Brand Standards; and, computer databases, software and manuals) which is then in Franchisee's possession or, upon Franchisor's request, destroy all or certain such Confidential Information and certify such destruction to Franchisor. It is specifically understood that all customer lists or information adduced by the Hotel is Franchisor's property, not Franchisee's, and Franchisee shall never contend otherwise.

13.1.2. *Confidentiality of Negotiated Terms*. Franchisee agrees it will not disclose to any Person the content of any negotiated terms of this Agreement or other Franchisor Agreements without the prior written consent of Franchisor except: (i) as required by Applicable Law; (ii) as may be necessary in any legal proceedings; and (iii) to those of Franchisee's managers, members, officers, directors, employees, agents (such as the Management Company), attorneys, accountants, agents or lenders to the extent necessary for the operation or financing of the Hotel and only if Franchisee informs such Persons of the confidentiality of the commercial terms. Franchisee will be in default under this Agreement for any disclosure of commercial terms by any such Persons.

13.1.3. *Procurement of Executed Confidentiality Agreements*. Franchisee agrees to require and obtain the execution of Franchisor's form of Confidentiality Agreement substantially in the form of Exhibit J from each of the following Persons, in each case before hiring such Person or appointing such Person to the status listed below:

(a) the Franchisee business entity's own managerial personnel;

(b) the Management Company;

(c) the Business Manager of the Hotel, and any assistant to the Business Manager;

(d) the Director of Sales of the Hotel, and any assistant to the Director of Sales; and,

(e) If Franchisee is a business entity, Franchisee's Principal Correspondent and, as applicable, all of Franchisee's owners who will have access to any Confidential Information, and all Persons possessing equivalent positions in any business entity which directly or indirectly owns and/or controls Franchisee. Franchisee shall procure all such Confidentiality Agreements no later than ten (10) days following the Effective Date (or, if any such Person attains any such status identified above after the Effective Date, within ten (10) days following such Person's attaining such status) and shall furnish to Franchisor copies of all executed Confidentiality Agreements within ten days following their execution.

13.2. Data.

13.2.1. *Franchisor Personal Data and Franchisee Personal Data*. Subject to the provisions of any Applicable Law, including but not limited to Data Protection Laws; as between Franchisee and Franchisor, all Franchisor Personal Data is the property of Franchisor, and Franchisor shall have the right to use and transfer such data on a worldwide basis during and after the Term. Franchisee hereby grants to Franchisor and its Affiliates a non-exclusive, worldwide, perpetual and royalty-free license to use (including the right to sublicense) the Franchisee Personal Data free of charge, for the purposes of Franchisor's performance of its obligations under this Agreement, including, without limitation, the right to transfer Franchisee Personal Data across national borders and to transfer Franchisee Personal Data to third parties. Franchisor may retain a copy of Franchisee Personal Data upon the termination or expiration of this Agreement.

13.2.2. *Guest Information*. During the Term of this Agreement, Franchisee may use the Guest Information, and certain other information and data relating to guests and customers of other Brand System Hotels and/or other Affiliate Brand Hotels that Franchisor may periodically specify, only to market to and provide services to the Hotel's guests and potential guests in compliance with the Brand Standards and all Applicable Laws. Franchisee must ensure that its affiliates do not access, and neither Franchisee nor any of its affiliates use, any Guest Information or other information or data in any other business or capacity. Following the expiration or termination of this Agreement, Franchisee and its affiliates may retain, use and transmit any Guest Information that was generated at the Hotel (and that Franchisor or its affiliate did not supply to the Hotel) during the guest's stay at the Hotel and stored in the Hotel's property management system database only (i) in accordance with all Data Protection Laws, and (ii) to the extent permitted pursuant to any consents obtained from the relevant guests, employees or other individuals (the parties acknowledging that Franchisor provides no warranty or guaranty regarding any such consents.

13.2.3. *Franchisor Personal Data*. Franchisee shall not sell or transfer Franchisor Personal Data including but not limited to any Affiliate or other hotel of Franchisee and will not combine Franchisor Personal Data with the Personal Data of any other hotel brand, company or operator. Additionally, Franchisee may not use Franchisor Personal Data for any marketing purpose.

13.2.4. *Operating Data and Guest Information*. Operating Data includes all information concerning Gross Rooms Revenue and Gross Revenue, other revenues generated at the Hotel, Guestroom occupancy rates, reservation data and other information required by Franchisor that may be useful (in Franchisor's sole Business Judgment) in connection with marketing, reservations, guest loyalty and satisfaction and other functions, purposes or requirements of Franchisor and its Affiliates the (collectively, the "**Operating Data**"). "**Guest Information**" means Personal Data containing personally identifiable information of Hotel guests and other Hotel customers, including their preferences, and related information. Operating Data and Guest Information may be used by Franchisor for its reasonable purposes, including without limitation for company and industry reporting purposes. All Guest Information is Franchisor's personal property and part of Confidential Information. Franchisee agrees that any Operating Data and any Guest Information provided by it pursuant to this Agreement, as well as any other reports, data, information or material provided to Franchisor pursuant to or in connection with this Agreement, shall be true and correct and not misleading and shall comply with all standards, policies and requirements of Franchisor with respect to privacy and security of

Operating Data and Guest Information of the Hotel. Franchisee acknowledges and agrees that Franchisor will have the right, without notice to Franchisee, to retrieve Operating Data, Guest Information and Franchisee Personal Data through the Reservation System and other computer systems.

13.3. Data Protection Laws.

Franchisee will: (i) comply with all applicable Data Protection Laws; (ii) comply with all of Franchisor's requirements regarding data protection contained in the Brand Standards or otherwise; (iii) refrain from any action or inaction that could cause Franchisor or its Affiliates to breach any of the Data Protection Laws; (iv) do and execute, or arrange to be done and executed, each act, document and thing necessary or desirable to keep Franchisor in compliance with any of the Data Protection Laws; (v) reimburse Franchisor for any and all costs incurred in connection with the breach by Franchisee of such Data Protection Laws or Brand Standards; (vi) immediately report to Franchisor the theft or loss of Personal Data or Guest Information or "personal information" as that term is defined by Data Protection Laws; and (vii) permit Franchisor and its Affiliates to use any data or other information each of them gathers concerning Franchisee, its Affiliates and/or the Hotel in connection with the establishment and operation of Brand System Hotels by Franchisor and its Affiliates. Without limiting the generality of the foregoing, Franchisee will promptly provide notice to Franchisor in accordance with the Brand Standards if Franchisee: (i) discovers or reasonably suspects a Security Incident; or (ii) has been contacted by a data protection authority about the processing of Guest Information (in which case Franchisor and any of its Affiliates may control any proceedings with such data protection authority and Franchisee will reasonably cooperate with Franchisor and its Affiliates). If any Person contacts Franchisee seeking to exercise any right under Applicable Law pertaining to Guest Information, Franchisee will respond to such request in accordance with the Brand Standards. Franchisee will cooperate with Franchisor as is reasonably necessary (a) to respond to data access requests related to Guest Information and (b) in the resolution of Security Incidents at the Hotel.

14. RECORDS AND AUDITS.

14.1. Maintenance of Books, Records, Accounts.

Franchisee will maintain and preserve complete and accurate books, records and accounts for the Hotel in accordance with the Brand Standards and United States generally accepted accounting principles, consistently applied, Applicable Law and the Brand Standards. Franchisee will preserve these books, records and accounts for at least four (4) years from the dates of their preparation.

14.2. Lender and Ground Lessor Information.

Franchisee must send Franchisor current contact information for each Lender and Ground Lessor upon Franchisor's request. Franchisee must promptly provide Franchisor with written notice, if Franchisee or any Affiliate of Franchisee enters into any arrangement with a Lender and such arrangement has not been previously disclosed to Franchisor, including any refinancing with a new or existing Lender. Franchisee must furnish Franchisor with copies of all ground leases, subleases and other arrangements with any Ground Lessor. Franchisee must promptly provide Franchisor with copies of any notices of default, termination, or other exercise of any default rights or remedies that Franchisee receives from or delivers to any Lender or Ground Lessor, together with all other information that Franchisor reasonably requests relating to any such defaults or termination. Franchisee agrees that Franchisor may, at its option and without breaching any rights of or obligations to Franchisee, have discussions and share information with any Lender, Ground

Lessor, supplier or other vendor concerning the Hotel or Franchisee. The Franchisee must maintain a valid lease or ownership of the property where the Hotel is located for the duration of the Term. Any early termination or breach of the lease (if applicable) shall be deemed a default under this Agreement, permitting Franchisor to terminate this Agreement unless otherwise agreed in writing. Franchisee may not sublease, assign, or otherwise transfer its interest in the premises of the Hote without prior written approval from the Franchisor. Such approval shall not be unreasonable withheld, delayed, conditioned, or denied, provided that the location continues to meet all Brand Standards.

14.3. Accounting Statements.

14.3.1. *Monthly Statements*. If requested by Franchisor, Franchisee will submit to Franchisor an operating statement containing Gross Rooms Revenue, Gross Revenue, and all other financial and non-financial information required by Franchisor. The statement will be in such form and detail as Franchisor may reasonably request from time to time. If requested by Franchisor, Franchisee must manually or electronically sign the monthly report as Franchisor directs. Franchisor reserves the right to require Franchisee to file Franchisee's monthly reports electronically or through any now or hereafter developed mode of communication and/or data transmission. Franchisee also agrees to furnish to Franchisor any other financial or non-financial data that Franchisor requests concerning the activity of or at the Hotel in the form, manner and frequency that Franchisor requests it.

14.3.2. *Accounting Systems*. Franchisor may, but need not, specify the electronic and/or written accounting and management information system ("MIS"), procedures, formats and reporting requirements which Franchisee will utilize to account for the Hotel; maintain its financial records and Hotel data; and, generate reports for both Franchisee and Franchisor. As between the parties, Franchisee will be solely responsible for performing all bookkeeping, recordkeeping and accounting duties prescribed under this Agreement or in the Brand Standards and for bearing the costs of these activities.

14.3.3. *Annual Financial Statements.* If requested by Franchisor, Franchisee will submit to Franchisor as soon as available, but not later than ninety (90) days after the end of Franchisee's fiscal year, complete financial statements for such year. Franchisee will certify them to be true and correct and to have been prepared in accordance with generally accepted accounting principles consistently applied, and any false certification will be a breach of this Agreement. The financial statements will be prepared in accordance with the Uniform System and the United States generally accepted accounting principles, consistently applied, Applicable Law, the Brand Standards, and the Uniform System "Income Statement" with standard line items specified by Franchisor, and Franchisee will provide such supporting documentation and other information that Franchisor may require relating to this statement. In addition, Franchisee will promptly deliver to Franchisor such other reports and financial information relating to Franchisee and the Hotel as Franchisor may request.

14.4. **Audit**.

During the Term and for two (2) years following the expiration or termination of this Agreement, Franchisor and its authorized agents, designees and/or employees will have the right, at any time, with or without notice, to verify information required under this Agreement by requesting, inspecting and auditing, at all reasonable times, any and all records referred to in this Section 14.4 wherever they may be located (or elsewhere if reasonably requested by Franchisor) including all records on any electronic devices, to which Franchisor and its authorized agents will have the right to access onsite or remotely, as determined by Franchisor. If any such inspection or audit discloses a deficiency in any payments due hereunder), and the deficiency in any payment is not offset by overpayment, Franchisee shall immediately pay Franchisor the deficiency and interest thereon as provided in Section 4.11. If an examination or audit finds that Franchisee has understated payments due Franchisor by five percent (5%) or more for the relevant period, or if the examination or audit reveals that the accounting procedures are insufficient to determine the accuracy of the calculation of payments due, Franchisee will reimburse Franchisor for all costs relating to the examination or audit (including reasonable accounting and legal fees). No acceptance by Franchisor of any audit fee or deficiency payment shall be deemed to waive any right of Franchisor to pursue a default under this Agreement by reason of such underpayment. If Franchisor's examination or audit establishes a pattern of underreporting, Franchisor may require that the subsequent annual financial statements due under Section 14.3.3 be audited by an independent accounting firm consented to by Franchisor. If the audit discloses an overpayment, Franchisor will credit this overpayment, without interest, against future payments due from Franchisee under this Agreement or if this Agreement has terminated, promptly refund it, without interest, to Franchisee.

15. **INDEMNIFICATION**.

Franchisee, at its sole cost, will at all times indemnify, defend and hold harmless (to the fullest extent permitted by law) Franchisor and its Affiliates (and each of their respective officers, directors, managers, shareholders, owners, members, designees, employees, agents, attorneys, representatives, successors and assigns) (collectively, the "Indemnitees") against any and all claims, losses, liabilities and costs (as denominated in the following paragraph) incurred in connection with any judicial, administrative or arbitration action or proceeding (including bankruptcy, insolvency, debtor/creditor or similar proceedings), suit, claim, demand, investigation, or formal or informal inquiry (regardless of whether any of the foregoing is reduced to judgment) or any settlement of the foregoing, which actually or allegedly, directly or indirectly, arises out of, is based upon, is a result of or is related in any way to any element of Franchisee's entry into this Agreement; Franchisee's establishment, conversion / construction, ownership, opening and operation of the Hotel and Location, including any other business operating within or in relation to the Hotel (which other business, if any, shall be subsumed within this paragraph's references to the Hotel) and further including (without limitation) any personal, bodily or mental injury, death, property damage or loss, suffered by any guest, visitor, manager, operator, supplier or employee of the Hotel or Location; crimes committed on or near any of the premises or facilities of the Hotel or Location or vehicles used by the Hotel; all acts, errors, neglects or omissions engaged in by Franchisee, its contractors or subcontractors, as well as any third party, arising out of or related to the design, construction, conversion, build-out, outfitting, remodeling, renovation or upgrading of the Hotel, whether or not any of the foregoing was approved by Franchisor; defects in the Hotel or Location, whether or not discoverable by Franchisee or Franchisor; all acts, errors, neglects or omissions of Franchisee and/or the owners, officers, directors, managers, shareholders, members, management, employees, agents, servants, contractors, partners, proprietors, affiliates or representatives of Franchisee and/or the Hotel and/or or Location (or any third party acting on Franchisee's behalf or at its direction), whether in connection with the Hotel, the Location or otherwise, including (without limitation) any property damage, injury or death suffered or caused by any vehicle serving the Hotel and/or furnishing transportation to or from the Hotel; any claim, however and wherever asserted, that Franchisor or its Affiliates are the employer, joint employer or co-employer of Franchisee and/or Franchisee's employees; third party claims against Franchisor arising from or related to Franchisee's breach of the terms, restrictions and requirements of this Agreement (including, without limitation, Franchisee's unauthorized use of the Marks, violation of Applicable Law or failure to comply with Data Protection Laws); Franchisee's violation of Data Protection Laws; all liabilities arising from Franchisee's offer, sale and/or delivery of programs, products and/or services as contemplated by this Agreement; Franchisee's offer, sale and/or delivery of securities, equity interests or other ownership interests in Franchisee or the Hotel; all activities, conduct and representations which Franchisee may engage in connected to any actual or attempted Transfer of any interest whatsoever in Franchisee or the Hotel (or any entity which Controls Franchisee or the Hotel); and, any action by any guest of or visitor to the Hotel, the Location or any other facility operated in conjunction with the Hotel (collectively, an "Indemnification Claim").

As used above, the phrase "claims, losses, liabilities and costs" includes all claims; causes of action; fines; penalties; liabilities; losses; employment liabilities; compensatory, exemplary, statutory or punitive damages or liabilities; costs of investigation; lost profits; court costs and expenses; reasonable attorneys' and experts' fees and disbursements; settlement amounts; judgments; compensation for damage to Franchisor or its Affiliates' reputation and goodwill; costs of or resulting from delays; travel, food, lodging and other living expenses necessitated by the need or desire to appear before (or witness the proceedings of) courts or tribunals (including arbitration tribunals), or government or quasi-governmental entities (including those incurred by the Indemnitees' attorneys and/or experts); all expenses of recall, refunds, compensation and public notices; and, other such amounts incurred in connection with the matters described. All such losses and expenses incurred under this indemnification provision will be chargeable to and paid by Franchisee pursuant hereto, regardless of any actions, activity or defense undertaken by Franchisor or its Affiliates or the subsequent success or failure of the actions, activity or defense.

Specifically excluded from the indemnity Franchisee gives hereby is any liability associated with Franchisor's or the other Indemnitees' gross negligence, willful misconduct or criminal acts (except to the extent that joint liability is involved, in which event the indemnification provided herein shall extend to any finding of comparative or contributory negligence attributable to Franchisee).

Franchisee agrees to give Franchisor written notice of any suit, judicial or administrative investigation, proceeding, claim, demand, inquiry or any other event that could be the basis for an Indemnification Claim within three (3) days of Franchisee's actual or constructive knowledge of it. At the election of Franchisor, Franchisee will also defend Franchisor and the other Indemnitees (including Franchisor) against the Indemnification Claim. Franchisor will have the right, at Franchisee's cost, to control the defense of any Indemnification Claim (including the right to select its counsel or defend or settle any Indemnification Claim at Franchisee's sole expense) if Franchisor determines that such Indemnification Claim may directly or indirectly affect the interests of any of the Indemnitees (including Franchisor). Franchisor's undertaking of defense and/or settlement will in no way diminish Franchisee's obligation to indemnify the Indemnitees and hold them harmless. Franchisor will have the right, at any time it considers appropriate, to offer, order, consent or agree to settlements or take any other remedial or corrective actions it considers expedient with respect to any Indemnification Claim if, in Franchisor's sole judgment, there are reasonable grounds to do so. None of the Indemnitees (including Franchisor) shall be required to seek recovery from third parties or otherwise mitigate their losses to claim indemnification from the Franchisee. Franchisee agrees that any failure to pursue recovery from third parties or mitigate loss will in no way reduce the amounts recoverable from Franchisee by any of the Indemnitees (including Franchisor). The indemnification obligations under this Article 15 will survive the expiration or sooner termination of this Agreement.

16. INSURANCE

16.1. Types of Insurance.

During the Term, Franchisee will procure and maintain insurance with the coverages, deductibles, limits, carrier ratings, and policy obligations required by Franchisor. Such insurance requirements may include: property insurance including business interruption, earthquake, flood, terrorism and windstorm; workers' compensation; broad form comprehensive commercial general liability (Must not exclude Hotel coverage regarding sexual assault & molestation, and assault & battery); holder of liquor license liability; business automobile liability (including hired and non-owned liability); umbrella or excess liability; fidelity coverage; employment practices liability; cyber liability; business interruption insurance covering royalties and other sums payable to the Franchisor; contractor's insurance (both commercial general liability, and business automobile liability); and, such other insurance customarily carried on hotels similar to the Hotel. Franchisor may change such requirements by written or electronic notice to Brand System Hotels and may also require Franchisee to obtain additional types of insurance or increase the amount of coverages. Franchisor's current insurance requirements are set forth on Exhibit I. Franchisee shall renew all insurance policies and documents and furnish renewal certificates of insurance to Franchisor before the expiration date of the expiring policy in question.

16.2. Insurance Policies Requirements.

All insurance policies must: (i) name as unrestricted additional insureds Franchisor, its Affiliates and their employees and agents and provide that the coverage afforded separately to each insured against whom a claim is brought as though a separate policy had been issued to each insured (except for workers' compensation, employer's liability, any other employee insurance mandated by Applicable Law, and fidelity insurance); (ii) provide that the coverages will be primary and that any insurance carried by any additional insured will be excess and non-contributory; (iii) contain a waiver of subrogation in favor of Franchisor and its Affiliates; (iv) extend to and cover Franchisee's indemnification obligations under this Agreement; and (v) provide that the policies will not be canceled, non-renewed or reduced without at least thirty (30) days' prior notice to Franchisor.

16.3. Evidence of Insurance.

Franchisee shall furnish to Franchisor certificates of insurance evidencing the term and limits of coverage in force, names of applicable insurers and persons insured at least ten (10) days prior to Franchisee commencing any of the activities or operations contemplated by this Agreement. Revised certificates of insurance shall be forwarded to Franchisor each time a change in coverage or insurance carrier is made by Franchisee, and/or upon renewal of expired coverages. At Franchisor's option, Franchisee may be required to provide certified insurance policy copies. If Franchisee fails to procure or maintain the insurance coverages and limits required by Franchisor, Franchisor will have the right and authority, but not the obligation, to procure such insurance at Franchisee's cost, including any costs incurred by Franchisor for procurement and maintenance of such insurance.

16.4. No Undertaking or Representation.

Nothing in this Agreement may be considered Franchisor's undertaking or representation that the insurance that Franchisee is required to obtain will insure Franchisee against any or all insurable risks of loss which may arise out of or in connection with the operation of the franchised Hotel. Franchisor advises Franchisee to consult with Franchisee's insurance agent and other risk advisors regarding any types, amounts or elements of insurance coverage beyond those specified herein which may be prudent to obtain.

16.5. Merchandise Materials.

Franchisor may, from time to time and in its sole Business Judgment, produce and provide to Franchisee (or have Franchisor's designated third-party vendor produce and/or provide to Franchisee) certain merchandising materials identifying the Brand System and to support national promotions, such as brand System memorabilia and other brand-relevant merchandise (collectively, "System Merchandise"). Franchisor or its third-party designated vendor will invoice Franchisee for these materials and Franchisee agrees to pay for such materials (including but not limited to the cost of shipping and insurance). Upon reasonable request, Franchisor will provide Franchisee with documentation of the costs of these materials.

17. TRANSFER.

17.1. Transfer by Franchisor.

Franchisor shall have the right to Transfer this Agreement or all or any part of its rights, duties or obligations under this Agreement, to any Person. If Franchisor Transfers this Agreement, Franchisee expressly agrees that immediately upon and following such Transfer, Franchisor will no longer have any obligation, directly, indirectly or contingently, to perform or fulfill the duties or obligations imposed upon "Franchisor" hereunder. Moreover, to the extent that Franchisor has arranged for one or more of its Affiliates to perform certain activities on Franchisor's behalf and at Franchisor's direction, as contemplated by this Agreement, Franchisor's Affiliates will similarly have no obligation, contingent or otherwise, to continue to perform such activities following any such Transfer of this Agreement by Franchisor. Instead, all of Franchisor's duties and obligations will be performed solely by Franchisor's assignee following any such Transfer, and Franchisee will never assert or contend otherwise. Franchisee agrees that any such Transfer will constitute a release of Franchisor and novation of this Agreement. Franchisee agrees and affirms that Franchisor and/or its Affiliates may undertake a refinancing, recapitalization, securitization, leveraged buyout or other economic or financial restructuring. Franchisee expressly waives any and all claims, demands or damages arising from or related to such activities.

17.2. Ownership of Franchisee.

Franchisee represents, warrants and agrees (on behalf of itself and its Owners) that Exhibit C is current, complete and accurate. Without limiting Franchisor's rights or Franchisee's obligations under this Section, upon the reasonable request of Franchisor, Franchisee will submit to Franchisor evidence, in the form and substance satisfactory to Franchisor, confirming that the Ownership Interests in Franchisee are directly owned (or, if applicable, indirectly owned, and detailing the chain of ownership) by the Owners as set forth on Exhibit C. Upon any Transfer under this Article 17 or otherwise permitted by Franchisor, Franchisee will provide a list of the names and addresses of the new Owners and an updated Exhibit C to Franchisor.

17.3. Transfer by Franchisee.

Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee, and that Franchisor has granted this Agreement in reliance on Franchisee's business skill, financial capacity, and reputation. Accordingly, this Agreement; any direct or indirect Ownership Interest in Franchisee, or the Hotel; all, or substantially all, of the assets of the Hotel; or any lease, management agreement or other agreement that involves a material asset or control of all or any part of Franchisee's licensed business may not in whole or in part be Transferred, voluntarily or involuntarily, directly or indirectly, by operation of law or otherwise, in any fashion without first obtaining Franchisor's prior written consent in accordance with this Article 17. Any actual or attempted assignment in violation of the terms of this Article 17 will be null, void and of no effect, and will be a material and incurable breach of this Agreement which, unless Franchisor waives the breach, will entitle Franchisor to terminate this Agreement immediately.

17.4. Non-Control Permitted Transfers.

Notwithstanding Section 17.3, if Franchisee is in compliance with this Agreement and all other Franchisor Agreements, then, Franchisee and/or any of its Owners may consummate any Transfer of a direct or indirect non-Controlling Ownership Interest in Franchisee, or effect a transaction that does not result in a direct or indirect change of Control in Franchisee, without Franchisor's consent, if: (a) Franchisee notifies Franchisor in writing at least sixty (60) days before the Transfer becomes effective; (b) Franchisee provides Franchisor with the identity of the proposed transferee and its owners, together with all other related information reasonably requested by Franchisor and the proposed transferee and its owners meet Franchisor's then-current ownership criteria (including not being a Prohibited Person or a Competitor); (c) such Transfer does not, whether in one transaction or a series of related transactions, result in the transfer or creation of a Controlling Ownership Interest in Franchisee; and (d) such Transfer does not, whether in one transaction or a series of related transactions, result in the Transfer of all of Guarantor's Ownership Interest in Franchisee. Any such transfer shall be deemed a "**Permitted Transfer**."

17.5. Control Transfers.

Notwithstanding Section 17.3, if Franchisee or any Owner wishes to Transfer the Hotel, its Ownership Interest in the Hotel, a direct or indirect Controlling Ownership Interest in Franchisee, all, or substantially all, of the assets of the Hotel, or effect a transaction that otherwise results in a direct or indirect change of Control in Franchisee, Franchisee will provide written notice of such proposed Transfer to Franchisor and request for Franchisor's consent to such Transfer at least ninety (90) days before the effective date of the proposed Transfer. The notice will state the full name and identity of all of the parties to the proposed Transfer, including owners of such parties and the terms of the Transfer, together with all other related information that is reasonably requested by Franchisor. Prior Transfers of Ownership Interests by or to the same Person or an Affiliate of such Person will be considered in determining whether a Transfer of a Controlling Ownership Interest or change of Control has occurred.

17.5.1. Franchisor's consent to such Transfer under this Section 17.5 shall be subject to Franchisee's satisfaction of the following conditions:

(a) Franchisee must deliver to Franchisor all documents, information and representations and warranties with respect to transferee's corporate organization, authority, and ownership requested by Franchisor, including a complete copy of the sale and purchase agreement or similar document effecting the Transfer;

(b) Franchisee must satisfy all of its accrued monetary obligations to Franchisor and its Affiliates, including an amount equal to a reasonable estimate of the costs and fees not yet accumulated and/or invoiced, and will execute (on Franchisee's behalf and on behalf of its Affiliates), in the form of Exhibit K attached hereto, a general release of any and all claims against Franchisor and its Affiliates, and their respective officers, directors, agents and employees;

(c) the proposed transferee must complete and submit to Franchisor a new franchise application together with payment of the Transfer Fee stated in Exhibit B. If Franchisor does not consent to the Transfer application, Franchisor will refund the Transfer Fee, less Five Thousand Dollars ($5,000), which Franchisor will retain;

(d) the proposed transferee and its owners meet Franchisor's then-current ownership criteria (including, without limitation, not being a Prohibited Person or a Competitor);

(e) the transferee must enter into Franchisor's then-current form of Franchise Agreement and relevant ancillary agreements (including, the Guaranty), which will contain the standard terms then being issued for Brand System Hotels, including the then-current fees and charges. The new Franchise Agreement will be for at least the unexpired portion of the Term and provide for the upgrade of the Hotel to address any needed renovations and to bring the Hotel into compliance with Franchisor's then-current Brand Standards pursuant to a property improvement plan ("**PIP**"). Franchisee will pay Franchisor's then-current, non-refundable Property Improvement Plan (PIP) Fee (listed on Exhibit B) to cover Franchisor's costs associated with creating and administering the PIP;

(f) the transferee must retain a Management Company consented to in writing by Franchisor to control the day-to-day operations of the Hotel if Franchisor determines that transferee is not qualified to operate the Hotel;

(g) Franchisor will have the right to require that the transferee pay Franchisor's outside counsel costs in connection with any such Transfer;

(h) If, due to the ownership structure of the transferee or the Hotel, the debt service on the Hotel, the financial status of the transferee and its owners, or other revenues, Franchisor determines that additional protections are necessary, Franchisor may, among other things, require the transferee to establish and maintain an additional reserve to support the cost of future repairs and replacements of FF&E or other expenditures under the PIP and capital improvements, and the transferee will deposit into such reserve the amount required by Franchisor at the time of the Transfer and each month throughout the term of the Franchise Agreement;

(i) The proposed transferee possesses the skills, qualifications, financial condition, background and history, reputation, economic resources, organizational, managerial and financial structure and resources, education, managerial and business experience, moral character, credit rating and ability to assume Franchisee's duties and obligations under this Agreement or any successor agreement. Franchisee must pay the reasonable costs of any investigation required to be conducted by Franchisor;

(j) That, upon Franchisor's request, the proposed transferee appear for a personal interview at Franchisor's corporate office, or any other mutually agreeable location, at a date and time Franchisor reasonably requests, without expense to Franchisor. Franchisor may determine to meet with the proposed transferee at its principal place of business or another mutually agreeable location and, if Franchisor does so, Franchisee will reimburse Franchisor for all reasonable travel, lodging, meal and personal expenses related to such meeting; and

(k) That the transferee has acquired, or will be able to immediately acquire following the execution of the new Franchise Agreement, all permits, licenses and other authorizations required by Applicable Law to operate the Hotel. If Applicable Law enables Franchisee to assign any of the aforementioned permits, licenses and/or authorizations which Franchisee possesses to the transferee, then Franchisee agrees to do so immediately following Franchisor's execution of the transferee's new Franchise Agreement.

Notwithstanding the foregoing, Franchisee understands and agrees that it will remain fully liable and responsible for all of its obligations to Franchisor and its Affiliates under this Agreement which arose in connection with the operation of the Hotel prior to the effective date of the transferee's new Franchise Agreement and for any such obligations to Franchisor under this Agreement which, by their nature, are intended to survive the termination or expiration of this Agreement (specifically including Franchisee's indemnification obligations under Article 15) and Franchisee agrees to execute any and all documents Franchisor reasonably requests to further evidence such liability.

17.6. Transfers Upon Death or Mental Incapacity.

Upon the death or mental incompetency of Franchisee or an Owner with a Controlling Ownership Interest in Franchisee, such interest may be transferred in accordance with and subject to the terms of Section 17.3, provided that: (i) any such Transfer will be made within six (6) months of the date of death or mental incompetency (**time is of the essence with respect to this requirement**), (ii) the obligations of Franchisee under this Agreement are satisfied pending the Transfer, and (iii) the Hotel will be continuously operated by the Management Company.

17.7. Publicly-Traded Securities and Securities Offerings.

17.7.1. Publicly-traded or privately placed securities in Franchisee of any type or nature may be transferred in compliance with Applicable Law without Franchisor's consent if the Transfer will not result in a Transfer of Control (as determined by Franchisor) in Franchisee. Any Transfer of Ownership Interests in Franchisee that will result in a Transfer of Control of Franchisee (as determined by Franchisor) will be subject to Section 17.3.

17.7.2. Franchisee must submit to Franchisor for its approval the Prospectus (or similar document) that Franchisee or any Owner provides to any offeree or prospective purchaser of any Ownership Interests or other securities in Franchisee or any Owner which contain information about this Agreement, the Marks (including any display thereof), Franchisor's relationship with Franchisee, or the network of Brand System Hotels or other Franchisor Affiliate Brand Hotels. Any Prospectus must include legends and statements as Franchisor may specify, including legends and statements which disclaim Franchisor's liability for, or involvement in, Franchisee's offer and sale of securities or other Ownership Interests, and must advise all offerees that Franchisor's review of Franchisee's offering materials must not be deemed in any fashion Franchisor's approval, endorsement, acceptance or adoption of any representation, warranty, covenant or projection contained in the Prospectus. In addition, the Prospectus must (i) state that Franchisor is not participating as an underwriter, issuer, or as Franchisee's representative; (ii) state that Franchisor is not endorsing the offering or agreeing with any financial projections; (iii) use the Marks only as consented to by Franchisor; and, (iv) must not contain any information about Franchisor, this Agreement, other Franchisor Agreements, the Brand System, the Marks or Franchisor Affiliate Brand Hotels that Franchisor disapproves. Franchisee shall submit to Franchisor for its review at least sixty (60) days before the earliest date on which any Prospectus is disseminated or distributed to a potential investor or filed with the Securities and Exchange Commission or any other governmental authority responsible for the regulation of the sale of securities, a copy of the proposed Prospectus, all supporting and related materials and releases. If Franchisor requests, Franchisee must pay Franchisor's reasonable attorney fees for the review of such Prospectus, Franchisor may require changes to the Prospectus for the purposes specified above and has the right to request and receive full and unconditional indemnification from all participants in the offering before issuing Franchisor's consent. Franchisor's consent does not constitute an endorsement of the Prospectus. Franchisor's consent relates only to Franchisee's compliance with the requirements of this Section 17.7.

17.7.3. Franchisor's review of the Prospectus will be conducted solely for the benefit of Franchisor to determine the accuracy and completeness of any description of Franchisor's relationship with Franchisee and compliance with the other requirements of this Section 17.7 and not to benefit or protect any other Person, and its consent will not constitute any kind of authorization, acceptance or agreement, endorsement, or ratification of the offering or Prospectus or of its contents, either express or implied.

17.7.4. Franchisee's offer and sale of securities and other Ownership Interests is specifically embraced by Franchisee's indemnification of the Indemnitees identified in Section 15 of this Agreement. Any other participant in Franchisee's offer of securities or other Ownership Interests must agree to indemnify Franchisor and its Affiliates fully in a parallel fashion in that form which Franchisor prescribes.

17.8. Transfer of Real Estate.

If (i) the real property used in the operation of the Hotel is owned directly or indirectly by Franchisee or by a Person that owns any Ownership Interest in Franchisee and (ii) Franchisee or that Person proposes to transfer all or a substantial part of such property to a third party, such transfer shall constitute a Transfer under the provisions of Section 17.5 of this Agreement requiring an application for a new Franchise Agreement, unless Franchisee receives Franchisor's prior written consent for the transaction. Franchisee may however, without Franchisor's consent, mortgage or otherwise grant a security interest in the real estate or other tangible assets of the Hotel (but specifically excluding this Agreement or any right or interest herein) in connection with commercially reasonable financing for the Hotel with a third-party bank or other commercial lending institution which is not a Competitor. The selling, offering for sale, or establishment or registration of any condominium, cooperative, flat, timeshare, fractional interest, or interval ownership or regime or any similar type of ownership or regime relating to all or any part of the

Hotel is prohibited.

17.9. Security Interests.

Franchisee and each Owner may grant a lien or other security interest in the Hotel or the revenues of the Hotel, or pledge Ownership Interests in Franchisee or an Affiliate as collateral for the financing of the Hotel. If any Person exercises its rights under such lien, security interest or pledge, Franchisor will have the rights under Section 20.1 ("Payment of Liquidated Damages"). However, Franchisee will not pledge this Agreement as collateral or grant a security interest in this Agreement, but Franchisor may, in its sole discretion, provide a comfort letter to a lender in its standard form and, if it does so, Franchisee will pay the lender comfort letter processing fee required by Franchisor (listed in Exhibit B).

17.10. Bankruptcy.

If Franchisee, the Hotel, or any Owner of Franchisee and/or the Hotel is the subject of any voluntary or involuntary proceeding under the U.S. Bankruptcy Code, as amended, and if this Agreement does not terminate as provided in Article 19 below but, instead, is to be assumed by, or assigned to, a third party individual or entity which has made a bona fide offer to accept an assignment of this Agreement as contemplated by the U.S. Bankruptcy Code, then Franchisee must notify Franchisor of any such proposed assignment or assumption within five (5) days after Franchisor's receipt of such proposed assignee's offer to accept assignment or to assume Franchisee's rights and obligations under this Agreement. Such notice must be given to Franchisor, in any event, no later than ten (10) days prior to the date application is made to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption.

The notice required above must contain the following: (i) the name and address of the proposed assignee; (ii) all of the terms and conditions of the proposed assignment and assumption; and, (iii) adequate assurance to be provided to us to assure the proposed assignee's future performance (as defined below) under this Agreement, including (without limitation) the assurance referred to in Section 365 of the U.S. Bankruptcy Code and the satisfaction of the preconditions to assignment set forth in Section 17.5 of this Agreement.

Franchisor will then have the prior right and option, to be exercised by notice given at any time prior to the effective date of the proposed assignment and assumption, to accept an assignment of this Agreement to itself, an Affiliate or another Franchisee, upon the same terms and conditions, and for the same consideration (if any), as in the bona fide offer made by the proposed assignee, less any brokerage commissions or other expenses which may be saved by Franchisee as a result of Franchisor's exercise of the rights and options granted to Franchisor herein. Under no circumstance shall Franchisor be liable for the payment of any brokerage commissions or other expenses as a result of our exercise of its rights and options hereunder unless Franchisor otherwise agrees in writing.

"Adequate assurance of future performance", as used above, shall mean that Franchisor shall have been furnished with specific evidence that any proposed assignee of this Agreement can and will comply with all operational and other performance requirements, and with all conditions, obligations, duties, covenants and requirements of a Franchisee under: (i) this Agreement; (ii) the standard form Franchise Agreement then being offered to Franchisor's Franchisees; (iii) such other ancillary agreements as Franchisor may require; and (iv) any of Franchisor's policies describing its Franchisees' duties, obligations, conditions, covenants or performance requirements. Franchisee understands and agrees that adequate assurance of future performance shall mean that any proposed assignee must satisfy the conditions set forth in Section 17.5 above.

17.11. Franchisor Right of First Refusal.

Notwithstanding anything else to the contrary in this Agreement, if Franchisee receives an offer for, and wishes to sell the Hotel (including all or a portion of the Hotel, or the right, in any form other than a bona fide debt instrument, to receive income from the Hotel), Franchisee shall give Franchisor written notice along with a complete copy of the offer ("ROFR Notice") within ten (10) days of its receipt and shall offer to sell the Hotel to Franchisor on the same terms and conditions as the offer ("Right of First Refusal"); provided however, that if any portion of the consideration contemplated by the offer is in a form other than cash, Franchisor shall have the right to purchase the Hotel for its fair market value in lieu of any non-cash consideration; if Franchisee and Franchisor are unable to agree on the fair market value within fourteen (14) days of Franchisor's election, Franchisor will promptly provide Franchisee with a list of at least three nationally recognized appraisers of hotel properties, and within five (5) days Franchisee will select one of such appraisers to appraise the Hotel. Franchisor and Franchisee will share the costs of the appraisal equally. Such appraisal will constitute the fair market value of the Hotel for purposes of this Section. Franchisor shall notify Franchisee, within thirty (30) days of its actual receipt of such notice or the appraisal, as applicable, if it intends to accept the Franchisee's offer. Any acceptance of the offer by Franchisor shall be subject to compliance with any Applicable Laws which are a pre-condition to consummation of the transaction. Franchisor's acceptance may provide for preparation of a definitive agreement consistent with the offer and acceptance; however, such definitive agreement shall not be a condition precedent to an effective agreement between Franchisor and Franchisee. If Franchisor has not given notice to Franchisee that it intends to accept the offer, Franchisee may proceed to sell the Hotel on the same terms and conditions contained in the offer notified to Franchisor without regard to this Right of First Refusal, but only if such sale is consummated within one hundred fifty (150) days from the date of Franchisee's notice to Franchisor. If such sale is not consummated within such one hundred fifty (150) day period or if the terms of such sale differ materially from the terms and conditions presented in the ROFR Notice, then Franchisee shall be required to deliver another ROFR Notice and again follow the process set forth above. In the event that Franchisor waives this Right of First Refusal in accordance with the terms set forth herein, then the sale of the Hotel to a purchaser other than Franchisor shall proceed subject to the provisions of this Article 17.

18. CONDEMNATION AND CASUALTY

18.1. Condemnation.

18.1.1. *Condemnation Notification*. Franchisee shall immediately notify Franchisor of any proposed taking of all or any part of the Hotel by eminent domain, condemnation, compulsory acquisition or similar proceeding by any governmental authority.

18.1.2. *Condemnation Restoration and Termination*. If the condemnation award is sufficient to restore the Hotel so as to meet the Brand Standards, Franchisee will cause the Hotel to be promptly restored and reopened within a reasonable time. If Franchisor acknowledges that the Hotel or a substantial part will be taken, Franchisor or Franchisee may terminate this Agreement. If a termination takes place pursuant to this paragraph, Franchisee shall have no liability for the liquidated damages set forth in Article 20 of this Agreement.

18.2. **Casualty**.

18.2.1. *Casualty Notification*. Franchisee shall immediately notify Franchisor if the Hotel is damaged by any Management Company (including, fire).

18.2.2. *Casualty Restoration and Termination*. If the Hotel is damaged by casualty, Franchisee will immediately notify Franchisor and expeditiously repair the damage; provided, however, if all or virtually all of the Hotel is destroyed by such casualty, either party (unless caused by the intentional act of Franchisee or its agent) may terminate this Agreement by providing thirty (30) days' prior notice to the other delivered within ninety (90) days of the date of the casualty. If Franchisee terminates this Agreement in accordance with this provision, Franchisee shall have no liability for the liquidated damages set forth in Article 20 of this Agreement so long as (i) neither Franchisee nor its agent by intentional act caused the casualty and (ii) so long as neither Franchisee nor any of its Affiliates, principals, shareholders, members, partners or other owners, either directly or through another person or entity, develops, leases or operates the site as a Competitor hotel or other lodging or residential facility of any kind or sort for at least three (3) years following the date of termination (or the originally scheduled termination date of this Agreement, if earlier) other than pursuant to another license with Franchisor. Unless this Agreement is terminated pursuant to this Section, Franchisee will close the Hotel if required by the extent of the damage or if otherwise required by Franchisor; and then will repair or rebuild the Hotel in accordance with the Brand Standards; commence reconstruction within six (6) months after the casualty; expeditiously continue on an uninterrupted basis with such reconstruction and will, if the Hotel was closed, reopen the Hotel for continuous business operations as soon as practicable (but in any event within eighteen (18) months after the casualty), giving Franchisor at least sixty (60) days advance notice of the date of reopening if the Hotel was closed. (**Time is of the essence with respect to these requirements**.) If the Hotel was closed, Franchisee may not reopen the Hotel or promote or otherwise hold the Hotel out as a hotel in the Brand System unless and until Franchisor determines that the reconstruction is completed in accordance with the Brand Standards. If the Hotel is not required to be closed, all work to repair damage shall be conducted so as to minimize interference with the Hotel's operation and guests. If the damage is not repaired in accordance with this paragraph, this Agreement will forthwith terminate upon notice thereof by Franchisor to Franchisee and Franchisee shall be responsible for full liquidated damages under Article 20 of this Agreement. Notwithstanding anything else herein to the contrary, during the time the Hotel is closed, Franchisee shall pay Franchisor a monthly royalty of five percent (5%) of Gross Rooms Revenue based on the average monthly Gross Rooms Revenue for the preceding twelve (12) months prior to the date of the casualty or if the Hotel has not been in the Brand System for twelve (12) months, based on the average monthly Gross Rooms Revenue for the period during which the Hotel has been in operation in the Brand System. This payment shall be in lieu of the Royalty Fee under Section 4 of this Agreement.

19. TERMINATION.

19.1. Termination by Franchisor for Rebranding or Discontinuation.

If Franchisor discontinues the franchise Brand System or transitions to a new brand, Franchisee may be released early from this Agreement, with appropriate notice and transition support.

19.2. Termination by Franchisor After Notice and Opportunity to Cure.

Franchisee will be in breach of this Agreement for failure to comply with any of the requirements imposed upon Franchisee and its Owners and Guarantors by this Agreement and the Brand Standards or if Franchisee and/or its Owners or Guarantors otherwise fail to fulfill the terms of this Agreement in good faith. Franchisor may terminate this Agreement and all rights granted to Franchisee hereunder, provided that in such cases, the following process will apply: (a) Written Notice: The Franchisee will receive a written notice of the violation. (b) Cure Period: The Franchisee will have 30 days (or, if longer, another reasonable time specified by Franchisor, or the minimum required by Applicable Law) to cure the default. (c) Failure to Cure: If the default is not fully cured within that time, the Franchisor may place the Franchisee on probation or take corrective actions. (d) Termination: If the violation continues or is repeated, the Franchisor may terminate the Agreement upon written notice to Franchisee in accordance with the terms set forth herein. In any judicial proceeding in which the validity of any termination is at issue, Franchisor will not be limited to the reasons set forth in any notice sent under this paragraph. Franchisor's notice of breach or suspension of services shall not relieve Franchisee of continuing to perform all of its obligations under this Agreement and any Franchisor Agreement. Without limiting any of the foregoing, examples (for illustration purposes only) of breaches that constitute reasons for such termination include:

19.2.1. Franchisee fails to do any of the following in a timely manner to Franchisor's satisfaction: (i) perform any of the requirements stated in Exhibit D (the Work) by the dates required for commencement or completion of such requirements; or (ii) begin or complete any renovation, repair, refurbishment, upgrading or remodeling of the Hotel, as required by Franchisor or any Brand Standards in compliance with this Agreement, for the renovation, repair, refurbishment, upgrading or remodeling of the Hotel.

19.2.2. Franchisee or its Affiliates fail to pay any indebtedness to Franchisor or any of its Affiliates when same becomes due and payable.

19.2.3. Franchisee (or any owner of the Hotel premises who is referenced or who should be referenced in Exhibit B) fails to comply fully with the Brand Standards or there occurs any other breach of this Agreement or any of the Franchisor Agreements.

19.2.4. Franchisee fails, refuses or neglects to submit financial and non-financial reports and other information required to be submitted to Franchisor under this Agreement, the Brand Standards or other written notices Franchisor transmits to Franchisee.

19.2.5. The Hotel offers and sells any programs, products or services that Franchisor does not authorize under this Agreement or the Brand Standards.

19.2.6. Franchisee fails to maintain its trade accounts in a current status and/or fails to seek to promptly resolve any disputes with trade suppliers.

19.2.7. Franchisee engages in any business, or markets any program, product or service, under a name or mark which, in Franchisor's opinion, is confusingly similar to the Marks.

19.2.8. Franchisee fails to pay any taxes due and owing by the Hotel (including employee taxes) when due.

19.2.9. Franchisee violates the restrictions pertaining to advertising set forth in this Agreement.

19.2.10. Franchisee does not indemnify Franchisor and/or one of the Indemnified Parties as required by this Agreement.

19.2.11. By act or omission, Franchisee permits a continued violation in connection with the operation of the franchised Hotel of any law, ordinance, rule or regulation of a governmental agency, in the absence of a good faith dispute over its application or legality and without promptly resorting to an appropriate administrative or judicial forum for relief.

19.2.12. Franchisee fails to obtain or maintain any required permit, certificate or other governmental approval required either by this Agreement or applicable law, rule or regulation.

19.2.13. Franchisee employs any individual who is not eligible for employment in the United States under any federal, state, local or other law, rule or regulation.

19.2.14. Franchisee fails to cause the Hotel to be operated during the days and hours specified in the Brand Standards without Franchisor's prior written approval.

19.2.15. Franchisee fails to maintain the Hotel in a good, clean and sound manner and in strict compliance with the standards for speed, service, quality, cleanliness and maintenance as set forth in the Brand Standards or otherwise.

19.2.16. Any Guarantor fails to comply with any of the requirements imposed by or pursuant to the Guarantee they sign in connection with this Agreement.

19.2.17. Franchisee or its Management Company does not devote the amount of Franchisee's time and attention and/or its best efforts to the performance of its duties under this Agreement necessary for the proper and effective operation of the franchised Hotel.

19.2.18. Franchisee fails to implement (and, at its expense, take all steps necessary to implement) and thereafter adhere to any new or changed Brand System requirements.

19.3. Interim Remedies.

If Franchisee fails to cure its breach of its obligations timely and in the manner required by Franchisor, Franchisor may, in Franchisor's sole discretion and Business Judgment, suspend the Hotel from access to the Reservation System, any other part of or all of the Technology Systems. Franchisor may also in its sole discretion remove the Hotel's listing from any website services and divert reservations previously made for the Hotel to other Brand System Hotels or Franchisor Affiliate Brand Hotels. Franchisee must pay all costs arising from suspension from the Reservation System, any other part of or all of the Technology Systems. Franchisor's election to suspend the Hotel from said access rather than terminate this Agreement will not: (i) constitute a waiver of any breach by Franchisee or of any rights Franchisor otherwise has to terminate the Franchise Agreement; (ii) actual or constructive termination of this Agreement; (iii) constitute an abandonment by Franchisor of this Agreement; and, (iv) entitle Franchisee to any compensation of any kind for any alleged losses Franchisee might incur as a result of said suspension.

19.4. Immediate Termination by Franchisor.

Notwithstanding anything to the contrary in Section 19.2, Franchisor may terminate this Agreement and all rights granted to Franchisee under this Agreement without affording Franchisee any opportunity to cure the default, effective immediately upon notice to Franchisee (or, if later, at the earliest time permitted by Applicable Law) if:

19.4.1. Franchisee or any Guarantor shall generally not pay its debts as they become due, or shall admit in writing its inability to pay its debts, or shall make a general assignment for the benefit of creditors, or proceedings for a compromise with creditors are instituted by, against, or consented to by Franchisee or any Guarantor;

19.4.2. Franchisee or any Guarantor shall commence any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any Applicable Law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property;

19.4.3. Franchisee or any Guarantor shall take any corporate or other action to authorize any of the actions set forth in Sections 19.4.1 and 19.4.2 above;

19.4.4. any case, proceeding or other action against Franchisee or any Guarantor shall be commenced seeking to have an order for relief entered against it as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any Applicable Law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and such case, proceeding or other action: (i) results in the entry of any order for relief against it which is not fully stayed within seven (7) business days after the entry thereof, or (ii) remains un-dismissed for a period of forty-five (45) days after the date of entry thereof;

19.4.5. an attachment remains on all or a substantial part of the Hotel or of Franchisee's or any Guarantor's assets for thirty (30) days or more;

19.4.6. Franchisee or any Guarantor fails, within sixty (60) days of the date of entry of a final judgment or tax lien against Franchisee or a Guarantor of this Agreement in any amount exceeding Fifty Thousand ($50,000), to discharge, vacate or reverse the judgment or tax lien, or, to stay execution of it, or if appealed, to discharge the judgment within thirty (30) days after a final decision is rendered in the appeal;

19.4.7. Franchisee voluntarily or involuntarily loses possession or the right to possession of all or a significant part of the Hotel, except as otherwise provided in Section 18 (Condemnation and Casualty), or, if the Hotel is subject to a lease referenced in Exhibit B, Franchisee or the owner of the Hotel location as referenced in Exhibit B is in default under such lease, or such lease is terminated for any reason;

19.4.8. Franchisee or any of its Owners contests in any court or proceeding Franchisor's or its Affiliates' ownership of the Brand System, or the validity of any of the Marks, or Intellectual Property;

19.4.9. A breach of Article 15 (Indemnification), Article 16 (Insurance) or Article 17 (Transfer) occurs;

19.4.10. Franchisee fails to continue to identify the Hotel to the public as a Brand System Hotel, engages in any action that violates Franchisor's proprietary rights under Article 12 or ceases to operate the Hotel as a Brand System Hotel;

19.4.11. Franchisee (or any of its Owners) is, or is discovered to have been, convicted of a felony (or any other offense if it is likely to adversely reflect upon or affect the Hotel, the Brand System or Franchisor and its Affiliates in any way);

19.4.12. Franchisee maintains false books and records of account or submits false reports or information to Franchisor or conceals revenues;

19.4.13. Franchisee knowingly fails to comply with the requirements of this Agreement and/or the Brand Standards on safety, security, or privacy for its guests at the Hotel, or fails to uphold the reputation of the management, employees or operation of the Hotel, and such failure may significantly adversely reflect upon or affect the Hotel, the Brand System, Franchisor or its Affiliates in any way;

19.4.14. A breach of Article 22.2 (Anti-Terrorism, Anti-Bribery and Trade Sanction Compliance) occurs;

19.4.15. Franchisee omitted or misrepresented any material fact in the information that it furnished to Franchisor in connection with Franchisor's decision to enter into this Agreement;

19.4.16. Franchisee operates the Hotel in a fashion that, in Franchisor's Business Judgment, in any way, jeopardizes the life, health or safety of the general public, guests or employees of the Hotel. If Franchisee does so, then not only may Franchisor terminate this Agreement upon notice, but Franchisee agrees that Franchisor may either beforehand or concurrently direct Franchisee to immediately close the Hotel. Franchisee shall immediately comply with such direction (which may be given orally or in writing); and, Franchisee shall hold Franchisor and its Affiliates harmless from and against any claims whatsoever relating to Franchisor's direction to close the Hotel.

19.4.17. Franchisee interferes or attempts to interfere in any manner with Franchisor's and its Affiliates' contractual relations and/or relationships with other Franchisees; any supplier of Franchisee, Franchisor or other Franchisees; any government or quasi-governmental authority; Franchisor's employees; or, any third party.

19.4.18. Franchisee uses any of the Marks before being authorized to do so by Franchisor;

19.4.19. Franchisee uses any of the Marks in any manner prohibited, or not expressly authorized or permitted, by this Agreement;

19.4.20. Franchisee refuses to allow, or refuses to cooperate with, Franchisor's inspection or audit of the Hotel following a reasonable attempt by Franchisor to schedule during normal business hours;

19.4.21. After curing any material breach, Franchisee engages in the same noncompliance within any consecutive 24-month period, whether or not the non-compliance is corrected after notice, which pattern of non-compliance in and of itself will be deemed material;

19.4.22. Franchisor sends to Franchisee three correct notices of material default in any 12-month period, regardless of whether the defaults have been cured;

19.4.23. Franchisee fails to operate the Hotel for five (5) consecutive days, unless the failure to operate is due to a Force Majeure Event, provided that Franchisee has taken reasonable steps to minimize the impact of such events;

19.4.24. Franchisee or any Owner with a controlling equity interest in Franchisee, or any of Franchisee's Affiliates, employees, or the Management Company, engage in conduct that Franchisor reasonably determines is likely to adversely reflect upon or affect in any manner the reputation, goodwill, or business of the Hotel, the Brand System, Franchisor and/or Franchisor's Affiliates; or

19.4.25. Franchisor withdraws its consent to the Hotel's use of Public Facilities and Franchisee fails to construct comparable facilities or amenities in order for the Hotel to meet the Brand Standards.

19.5. Description of Breach.

The description of any breach in any notice that Franchisor transmits to Franchisee will in no way preclude Franchisor from specifying additional or supplemental defaults under this Agreement in any action, proceeding, hearing or lawsuit relating to this Agreement or the termination of this Agreement.

19.6. Franchisor's Right to Cure Defaults.

In addition to all other remedies granted pursuant to this Agreement, if Franchisee defaults in the performance of any of Franchisee's obligations hereunder, or breaches any term or condition of this Agreement or any related agreement, then Franchisor may, at Franchisor's election, immediately or at any time thereafter, without waiving any claim for breach under this Agreement and without notice to Franchisee, cure the default on Franchisee's behalf. Franchisor's cost of curing the default and all related expenses will be due and payable by Franchisee immediately upon demand.

19.7. Franchisee's Failure to Pay Constitutes Franchisee's Termination of this Agreement.

Franchisee's failure to timely cure any breach of Franchisee's obligation to make payments of Royalties, System Fund Contributions, or any other monies due and owing to Franchisor or Franchisor's Affiliates under this Agreement, or to timely cure any other breach of this Agreement committed by Franchisee, in either instance following Franchisor's notice to Franchisee that Franchisee has committed a breach of this Agreement and granting Franchisee an opportunity to cure said breach (if such activities are required of Franchisor prior to our terminating this Agreement), will be irrevocably deemed to constitute Franchisee's unilateral rejection and termination of this Agreement and all related agreements between Franchisee and Franchisor or Franchisor's Affiliates, notwithstanding that a formal notice of such termination(s) ultimately issues from Franchisor, and Franchisee shall never contend otherwise.

19.8. Cross Default.

Any default or breach by Franchisee (or any of Franchisee's Affiliates) of any other agreement between Franchisor or Franchisor's Affiliates and Franchisee (or any of Franchisee's affiliates) will be considered a default under this Agreement. Any default or breach of this Agreement by Franchisee will be considered a default or breach under any and all other agreements between Franchisor (or any of Franchisor's Affiliates) and Franchisee (or any of Franchisee's Affiliates). If the nature of the default under any other such agreement would have permitted Franchisor to terminate this Agreement if the default had occurred under this Agreement, or if the nature of the default under this Agreement permits us to terminate this Agreement, then we (or our Affiliate, if applicable) will have the right to terminate any or all of the agreements between us (or any of our Affiliates) and Franchisee (or any of Franchisee's Affiliates) in the same manner provided for in this Agreement for termination of this Agreement.

19.9. Continuance of Business Relations.

Any continuance of business relations between Franchisor and Franchisee after the termination or expiration of this Agreement will not constitute, and may not be construed as, a reinstatement, renewal, extension or continuation of this Agreement unless Franchisor and Franchisee agree in writing to any such renewal, extension or continuation.

19.10. Franchisor's Right to Send Notifications of Termination.

Before or on the expiration or termination of this Agreement, Franchisor may give notice that the Hotel is leaving the Brand System and take any other action related to guests, travel agents, suppliers and all other Persons affected by such expiration or termination.

19.11. De-Identification of Hotel and Other Obligations Upon Expiration or Termination.

Upon expiration or other termination of this Agreement, all rights granted under this Agreement to Franchisee will immediately terminate and Franchisee, at its expense, will comply with each of the following obligations, among other things:

19.11.1. Returning to Franchisor the Brand Standards and all other materials proprietary to Franchisor, ceasing the use of any of Franchisor's trademarks or service marks, effecting physical changes to distinctive Brand System features of the Hotel, including removal of the primary freestanding sign down to the structural steel, and all other actions required to preclude any possibility of confusion on the part of the public and to ensure that the Hotel is no longer using all or any Component or otherwise holding itself out to the public as a Brand System Hotel. Anything not done by Franchisee in this regard within thirty (30) days after termination may be done at Franchisee's expense by Franchisor or its agents who may enter upon the premises of the Hotel for that purpose, without any need to provide notice to Franchisee, and whom Franchisee hereby appoints as its attorney(s)-in-fact with full authority to do so with no liability for trespass or any other illegality;

19.11.2. Franchisee must cancel any fictitious, trade, or assumed name or equivalent registration that contains any Marks or any variations thereof, and Franchisee must furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement;

19.11.3. Franchisee will immediately turn over to Franchisor the originals and all copies of any Confidential Information, Intellectual Property, and all other Brand System materials relating to the operation of the Hotel in the Brand System, or such other information generated by Franchisee through its use of the Brand System that is deemed confidential by Franchisor, all of which are acknowledged by Franchisee to be Franchisor's property. If Franchisor permits Franchisee to continue to use any Intellectual Property after the termination or expiration date (such permission to be explicit and specific), such use by Franchisee will be in accordance with the terms of this Agreement;

19.11.4. Franchisee agrees that it will make no use of any of the Confidential Information or Brand System or disclose or reveal it or any portion thereof to anyone not employed by Franchisor or its Franchisees. Additionally, Franchisee will not assist anyone not franchised or licensed to use the Brand System in constructing or equipping any hotel premises incorporating the distinctive features or layout that Franchisor (or its Affiliates) owns, has originated, or developed and which are identifying characteristics of businesses using the Brand System;

19.11.5. Franchisee will immediately make such alterations as may be necessary to distinguish the Hotel clearly from its former appearance and other Brand System Hotels in order to prevent any possibility of confusion by the public. Franchisee will make such specific additional changes as Franchisor may reasonably request for this purpose; and

19.11.6. Franchisee will promptly pay all amounts owing to Franchisor and its Affiliates.

19.11.7. Franchisee will cancel (or, if Franchisor requests, transfer to Franchisor or its designee) all phone numbers, domain names, and directory listings (e.g., Google Business, Yelp) it owns that are associated with the Landingplace brands.

19.11.8. Franchisee will fully cooperate with any final brand inspections done by the Franchisor or its designees to confirm compliance with the above requirements.

19.12. Franchisor's Rights on Expiration or Termination.

Before or on the expiration or termination of this Agreement, Franchisor may give notice that the Hotel is leaving the Brand System and take any other action related to customers, Travel Management Companies, suppliers and other Persons affected by such expiration or termination.

20. LIQUIDATED DAMAGES.

20.1. Payment of Liquidated Damages.

If this Agreement terminates pursuant to Sections 19.2 or 19.4 above, in addition to the amounts payable under Sections 4.1 to 4.6 (the "Required Fees") that may be owed, Franchisee will promptly pay Liquidated Damages to Franchisor. For purposes of this Article 20, "Liquidated Damages" shall mean:

20.1.1. five and one-half percent (5.5%), multiplied by:

20.1.2. three (3.0) times the Gross Rooms Revenue for the preceding 12 months, taken as of the last day of the month prior to the furnishing of the notice of termination;

20.1.3. provided, however, that if, on the effective date of such termination, the Hotel has not been open to the public for the immediately prior 12 months, then instead of using the Gross Room Revenue for the immediately preceding 12 months, the calculation shall use twelve times the average monthly Gross Room Revenue for those full months that the Hotel was open to the public during the preceding 12 months;

20.1.4. and further provided, however, that if Franchisor terminates this Agreement due to Franchisee's breach of its obligations under this Agreement prior to the time that Franchisee has opened the Hotel using the Brand System, then instead of calculating using the Gross Rooms Revenue of the Hotel, the calculation shall be based on the monthly average Gross Rooms Revenue for all Hotels in the Brand System over the previous (12) months, as determined by Franchisor.

20.1.5. and further provided, however, that if less than 36 months are remaining in the unexpired Term on the date of such termination, then the number "three (3.0)" above shall be reduced in a pro-rated manner based on the number of months remaining in the unexpired Term on the effective date of such termination (for example, if 24 months are then-remaining in the unexpired Term, then "two (2.0)" shall be applied instead of "three (3.0)" in the calculation above).

20.2. Reasonable Estimation of Probable Loss.

Franchisor and Franchisee acknowledge and agree that it would be difficult to determine the injury caused to Franchisor by the termination of this Agreement. Franchisor and Franchisee therefore intend and agree that the Liquidated Damages calculation set forth in this paragraph is a reasonable estimate of Franchisor's probable loss as a result of Franchisee's failure to operate the Hotel for the entire Term and in accordance with this Agreement, and not a penalty or in lieu of any other payment.

20.3. Ability to Seek Actual Damages and Attorneys' Fees.

20.3.1. If payment of the Liquidated Damages is not enforceable (whether partially or entirely), Franchisor may seek actual damages from Franchisee.

20.3.2. In addition to Liquidated Damages, Franchisor will have the right to recover reasonable attorneys' fees and court costs incurred in collecting such sums plus interest on all amounts due under Section 19, to remedy any defaults of this Agreement, effect termination of this Agreement, or any attorneys' fees or costs incurred by Franchisor to defend itself or enforce any rights under this Agreement (including without limitation any claim, cross-claim, or counter-claim brought by Franchisee). Such legal remedies will not preclude Franchisor from any equitable remedies to which it may be entitled under applicable law. Franchisee's obligation to pay Franchisor Liquidated Damages, if applicable, and other sums pursuant to this Article 20, will survive termination of this Agreement.

20.4. No Licensee Right of Termination.

Nothing in this Section 20 shall be construed to allow Franchisee to terminate this Agreement. Any such termination by Franchisee shall be a breach of this Agreement and shall entitle Franchisor to any and all remedies available, whether at law, in equity or otherwise.

21. RELATIONSHIP OF PARTIES.

21.1. No Agency Relationship.

Franchisee is an independent contractor. Neither party is the legal representative nor agent of, or has the power to obligate (or has the right to direct or supervise the daily affairs of) the other for any purpose whatsoever. Franchisor and Franchisee expressly acknowledge that the relationship intended by them is a business relationship based entirely on and circumscribed by the express provisions of this Agreement and that no partnership, joint venture, agency, fiduciary or employment relationship is intended or created by reason of this Agreement. Franchisee acknowledges and agrees, and will never contend otherwise, that Franchisee alone will exercise day-to-day control over all operations, activities and elements of Franchisee and the Hotel and that under no circumstance shall Franchisor do so or be deemed to do so. Franchisee further acknowledges and agrees, and will never contend otherwise, that the various requirements, restrictions, prohibitions, specifications and procedures of the Brand System which Franchisee is required to comply with under this Agreement, whether set forth in the Brand Standards or otherwise, do not directly or indirectly constitute, suggest, infer or imply that Franchisor controls any aspect or element of the day-to-day operations of Franchisee or the Hotel, which Franchisee alone controls, but only constitute standards Franchisee must adhere to when exercising its control of the day-to-day operations of Franchisee and the Hotel. No employee of Franchisee or its Management Company (if any) shall be deemed to be, joint or otherwise, an employee of Franchisor.

21.2. Franchisee's Notices to Public Concerning Independent Status.

Franchisee will take such steps as are necessary and such steps as Franchisor may from time to time reasonably request to minimize the chance of a claim being made against Franchisor for anything that occurs at the Hotel or for acts, omissions or obligations of Franchisee or anyone associated or affiliated with Franchisee or the Hotel. Such steps may, for example, include giving notice in Guestrooms, public rooms and advertisements and on business forms and stationery, etc., making clear to the public that Franchisor is not the owner or operator of the Hotel and is not accountable for what happens at the Hotel. Unless required by Applicable Law, Franchisee will not use Franchisor's name, the Marks or any other trademarks, service marks or other intellectual property owned or licensed by Franchisor, or any similar words in its corporate, partnership, entity or trade name, nor authorize or permit such use by anyone else. Franchisee will not use Franchisor's name, the Marks or any other trademarks, service marks or other intellectual property owned or licensed by Franchisor to incur any obligation or indebtedness on behalf of Franchisor. Franchisee shall not register Franchisor's name, the Marks or any other trademarks, service marks or other intellectual property owned or licensed by Franchisor and its Affiliates as part of any internet domain name or Uniform Resource Locator (URL), and may not display or use any of the Marks or other intellectual property rights related to the Brand System in connection with any web site. Franchisee shall not promote, maintain, implement or be responsible for any web site in connection with the licensed Hotel without the prior written approval of Franchisor, and if approved by Franchisor, any such web site shall comply with all of Franchisor's web site requirements as set forth in the Brand Standards or otherwise and ownership of the URL and other identifiers associated with any such approved web site shall vest exclusively in Franchisor.

21.3. Business Judgment.

Franchisor and Franchisee recognize and agree that certain provisions of this Agreement describe the right of Franchisor (or its designee) to take (or refrain from taking) certain actions in the exercise of its Business Judgment as to the long-term overall interests of the Brand System, and/or upon its determination that the change was adopted in good faith and is consistent with the long-term overall interests of the Brand System (Franchisor's "**Business Judgment**"). Where such judgment has been exercised by Franchisor (or its designee), neither a mediator, nor a judge, nor any trier of fact, shall substitute his, her or their judgment for the judgment so exercised by Franchisor. Franchisee will have the burden of establishing that Franchisor failed to exercise its Business Judgment. The fact that any particular Brand System Hotel did or did not benefit from any action or decision, or that another reasonable alternative was available, does not mean that Franchisor failed to exercise its Business Judgment.

22. COMPLIANCE WITH LAWS.

22.1. Applicable Laws.

Franchisee will comply with all Applicable Laws, and will obtain in a timely manner all permits, certificates, and licenses necessary for the full and proper operation of the Hotel and compliance with the Franchisor Agreements.

22.2. Anti-Terrorism, Anti-Bribery and Trade Sanctions Compliance.

Franchisee represents, warrants and covenants that: (i) neither it nor any Person having a direct or indirect ownership interest in Franchisee, its Owners (excluding shareholders of publicly traded entities), nor any Guarantor of Franchisee's obligations under this Agreement, nor any Person affiliated or associated with Franchisee, including any officer, director, employee, member, manager, partner or shareholder (excluding shareholders of publicly traded entities) or Affiliate thereof has been, is now, or will be: (1) directly or indirectly owned or controlled by the government of any nation subject to trade sanctions or embargoes imposed by the Office of Foreign Assets Control of the Department of the Treasury of the United States; (2) acting on behalf of any government of any nation subject to trade sanctions or embargoes imposed by the Office of Foreign Assets Control of the Department of the Treasury of the United States; (3) a Prohibited Person or (4) convicted of any offence nor in violation of, nor will it in the future engage in any activity, practice or conduct which would constitute an offence under any applicable law relating to anti-money laundering, anti-terrorism, anti-bribery, trade sanctions or embargoes, narcotics, illegal immigration, or human trafficking, including without limitation, the Relevant Laws; (ii) its employees, representatives or agents or those of any of its related or affiliated companies will not at any time engage in any form of corruption or bribery (including commercial bribery) or in any activity which contravenes any Anti-Corruption Laws in connection with Owner's performance of this Agreement (including, without limitation, in connection with the conversion / construction, pre-opening or operations of the Hotel); (iii) Franchisee will ensure that all persons who perform services for the Franchisee in connection with Franchisee's performance of this Agreement (including, without limitation, in connection with the conversion / construction, pre-opening or operations of the Hotel) comply with Anti-Corruption Laws and do not engage in any form of corruption or bribery (including commercial bribery); (iv) Franchisee will maintain an Anti-Corruption Policy during the Term to ensure compliance with this Section 22.2; (v) On request, Franchisee will certify to Franchisor in a written statement, compliance with the terms of this Section 22.2; (vi) On request, Franchisee will put in place any additional policies and procedures reasonably requested by Franchisor regarding compliance with Anti-Corruption Laws; and (vii) Franchisee will immediately notify Franchisor if Franchisee knows or has reason to believe that a violation of this Section 22.2 has occurred.

23. DISPUTE RESOLUTION.

23.1. Governing Law.

This Agreement and all disputes, claims, controversies or causes of action (whether in contract, tort or otherwise) between Franchisor and Franchisee (and any of their respective Affiliates, and/or Owners, members, officers, directors or managers of each of the foregoing) that may be based upon, arise out of, or relate to this Agreement, the negotiation, execution, or performance of this Agreement, the relationship between Franchisor and Franchisee or Franchisee's operation of the Hotel or any other dispute between or among any of the above-referenced parties shall be interpreted and construed exclusively under the laws of the State in which Franchisor's principal place of business is then-located (currently, South Carolina), which laws shall prevail in the event of any conflict of law (without regard to, and without giving effect to, the application of the choice-of-law rules of such state). Nothing in this paragraph is intended to invoke, and shall not be deemed to invoke, the application of any franchise, business opportunity, antitrust, unfair competition, fiduciary or any other doctrine of law of the State in which Franchisor's principal place of business is then-located (currently, South Carolina) or any successor state the Franchisor designates (as provided above) which would not otherwise apply by its terms jurisdictionally or otherwise but for the within designation of governing law or which, by virtue of its denominated geographic or subject matter scope, would not by its terms otherwise apply.

23.2. Venue.

Any action or proceeding brought by Franchisor or Franchisee (and/or any of their respective Affiliates, and the Owners, members, shareholders, officers, directors or managers) against any other such party, whether sounding in law or equity, will be instituted, litigated through conclusion and, if necessary, appealed through final, irrevocable judgment exclusively in a state or federal district court of competent jurisdiction situated in the state, county and judicial district in which Franchisor's principal place of business is then located (currently, South Carolina). Should Franchisee initiate litigation against Franchisor or its parents, subsidiaries or one of its affiliated entities, Franchisee must bring such action in the courts identified above; provided, however, the foregoing will not constitute a waiver of any of Franchisee's rights under any applicable franchise law of the state in which the Hotel is located. Franchisee (and its Affiliates, and the Owners, members, officers, directors or managers of each of the foregoing) hereby irrevocably submit themselves to the jurisdiction of such court and waive all questions of personal jurisdiction for the purpose of carrying out this provision. Franchisee (and its Affiliates, and the Owners, members, officers, directors or managers of each of the foregoing) agrees that any dispute as to the venue for litigation will be submitted to and resolved exclusively by such aforementioned court. Notwithstanding the foregoing, however, with respect to any action for monies owed, injunctive or other extraordinary or equitable relief, or involving possession or disposition of, or other relief relating to, the Hotel or its location, Franchisor may bring such an action in any state or federal district court which has jurisdiction. Franchisee, on behalf of itself and its Affiliates, and the Owners, members, officers, directors or managers of each of the foregoing hereby waives and covenants never to assert or claim that the venue designated for litigation by this Agreement is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including any claim under the judicial doctrine of "forum non conveniens"). The parties agree that this Section 23.2 shall not be construed as preventing either party from removing an action or proceeding from state to federal court.

23.3. Individual Action.

Any action or proceeding to resolve a dispute shall be conducted on an individual basis, and not as part of a consolidated, common, representative, group, joint or class action.

23.4. Waiver of Jury Trial.

FRANCHISOR AND FRANCHISEE (AND ANY OF THEIR RESPECTIVE AFFILIATES, AND/OR THE OWNERS, MEMBERS, SHAREHOLDERS, OFFICERS, DIRECTORS OR MANAGERS OF EACH OF THE FOREGOING) IRREVOCABLY WAIVE TRIAL BY JURY OF ANY ACTION OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN THE ACTION OR PROCEEDING.

23.5. Damages Waiver.

FRANCHISEE, ON BEHALF OF ITSELF AND THE FRANCHISEE PARTIES, DOES HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE, EXEMPLARY, MULTIPLE (INCLUDING TREBLE), INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SIMILAR DAMAGES AGAINST THE FRANCHISOR AND ITS AFFILIATES AND/OR THE OWNERS, MEMBERS, SHAREHOLDERS, OFFICERS, DIRECTORS AND MANAGERS OF EACH OF THE FOREGOING, AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, EACH SHALL BE LIMITED TO THE RECOVERY OF ONLY ACTUAL DAMAGES SUSTAINED BY THE FRANCHISEE PARTIES.

23.6. Injunctive Relief.

Nothing herein contained shall bar the right of either party to obtain injunctive relief against threatened conduct that will cause it loss or damages under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions. Franchisee explicitly affirms and recognizes the unique value and secondary meaning associated with the Brand System and the Marks. Accordingly, Franchisee agrees that any noncompliance by it with the terms of this Agreement, or any unauthorized or improper use of the Brand System or the Marks by Franchisee, will cause irreparable harm to Franchisor and other Brand System Franchisees. Franchisee therefore agrees that if it engages in such noncompliance, or unauthorized and/or improper use of the Brand System or Marks, during or after the term of this Agreement, Franchisor and its Affiliates will be entitled to both temporary and permanent injunctive relief against Franchisee from any court of competent jurisdiction, in addition to all other remedies which Franchisor may have at law. Franchisee consents to the entry of these temporary and permanent injunctions without the requirement that Franchisor post a bond of any type or nature, or any other form of security, be required to prove the inadequacy of money damages as a remedy, and without waiving any other rights or remedies at law or in equity. Franchisee will be responsible for payment of all costs and expenses, including reasonable attorneys' and expert fees, which Franchisor and/or its Affiliates may incur in connection with Franchisor's efforts to secure such injunctive relief.

23.7. Franchisee's Procurement of Consents.

Franchisee represents that it has secured from each of its Affiliates and the Owners, members, officers, directors or managers of Franchisee and its Affiliates who do not execute this Agreement, his/her/its express consent and irrevocable confirmation of the applicability to them of the provisions of this Article 23.

24. MISCELLANEOUS.

24.1. Non-Exclusive Remedies; Severability and Interpretation.

The remedies provided in this Agreement are not exclusive. In the event that all or any part of a provision of this Agreement is held to be unenforceable, void or voidable as being contrary to Applicable Law or public policy of the United States or any other jurisdiction entitled to exercise authority hereunder, the affected provision of this Agreement will be curtailed and limited only to the extent necessary to bring it within the requirement of Applicable Law; the court may declare a reasonable modification of this Agreement (but not any of its payment provisions) and the parties agree to be bound by and perform this Agreement as so modified; and all remaining terms and provisions shall nevertheless continue in full force and effect, unless deletion of the subject term(s) and provision(s) is deemed unenforceable, void, or voidable, impairs the consideration for this Agreement in a manner which frustrates the purpose of the parties or makes performance commercially impracticable. In the event any term or provision of this Agreement requires interpretation, such interpretation shall be based on the reasonable intention of the parties in the context of this transaction without interpreting any term or provision in favor of, or against, any party hereto by reason of the draftsmanship of the party or its position relative to the other party.

24.2. No Third-Party Beneficiary; Exclusive Benefit.

Nothing in this Agreement is intended to create any third-party beneficiary or give any rights or remedies to any Person except and Franchisee, its Affiliates and their respective permitted successors and assigns. No agreement between an Affiliate of Franchisor and any Person (except Franchisee) is for the benefit of Franchisee.

24.3. Entire Agreement.

This agreement and all exhibits to this agreement constitute the entire agreement between the parties related to the Hotel and supersedes all previous negotiations between the parties pertaining to the licensing of the Hotel as a Brand System Hotel. Nothing in this Agreement or in any related agreement is intended, however, to disclaim any representations Franchisor has made in the Franchise Disclosure Document that Franchisor provided to Franchisee.

24.4. Guarantors.

Franchisor shall require certain individuals or other entities (the "Guarantors") to guarantee all of Franchisee's duties, requirements and obligations under this Agreement, both financial and non-financial, by executing a guarantee substantially in the form of Exhibit E (the "Guaranty"). In the event of the death or bankruptcy of any Guarantor, Franchisor may require replacement guarantees sufficient in Franchisor's Business Judgment to provide Franchisor with the same protection as Franchisor had originally bargained for. If Franchisee is in breach or default under this Agreement, Franchisor may proceed directly against each such individual and/or business entity Guarantor without first proceeding against Franchisee and without proceeding against or naming in the action or proceeding any other such Guarantor. Franchisee's obligations and those of each such Guarantor will be joint and several. Notice to or demand upon one such Guarantor will be considered notice to or demand upon Franchisee and all such Guarantors. No notice or demand need be made to or upon all such Guarantors. The cessation of or release from liability of Franchisee or any such Guarantor will not relieve Franchisee or any other Guarantor, as applicable, from liability under this Agreement, except to the extent that the breach or default has been remedied or money owed has been paid.

24.5. Amendments.

This Agreement may only be amended in a written document that has been duly executed by the parties and may not be amended orally or by conduct manifesting assent or by a previous course of dealing between the parties, and each party is put on notice that any individual purporting to amend this Agreement by conduct manifesting assent is not authorized to do so.

24.6. Franchisor Withholding Consent.

In no event may Franchisee make any claim for money damages based on any claim or assertion that Franchisor has unreasonably withheld, delayed and/or denied any consent or approval under this Agreement. Franchisee waives any such claim for damages. Franchisee may not claim any such damages by way of setoff, counterclaim or defense. Franchisee's sole remedy for such a claim will be an action or proceeding to enforce the subject License provision(s) for specific performance or for declaratory judgment. Franchisor's consent, whenever required, may be withheld if any breach by Franchisee exists under this Agreement, without regard for any other basis for withholding such consent. Approvals and consents by Franchisor will not be effective unless evidenced by a writing duly executed on behalf of Franchisor.

24.7. Notices.

Except as otherwise specifically provided elsewhere in this Agreement, notices will be effective hereunder when and only when they are reduced to writing and delivered personally or mailed by Federal Express or comparable overnight or express delivery service or by certified mail to the appropriate party at its address (in the case of Franchisor, to the address stated in Exhibit B; in the case of Franchisee, to the address stated in Exhibit B), or to such person and at such address as may subsequently be designated by one party to the other. Franchisor may provide Franchisee with electronic delivery of routine information, invoices, Brand Standards and other Brand System requirements and programs. Franchisor and Franchisee will cooperate with each other to adapt to new technologies that may be available for the transmission of such information.

24.8. Waiver of Obligations

Franchisor may by written instrument unilaterally waive or reduce any obligation of Franchisee under this Agreement. Any waiver granted by Franchisor shall be without prejudice to any other rights Franchisor may have. Franchisor shall not be deemed to have waived any of its rights under this Agreement by virtue of: (i) any custom or practice of Franchisor at variance with it; (ii) any failure, refusal or neglect by Franchisor to exercise any right under this Agreement or to insist upon exact compliance by Franchisee with its obligations hereunder; (iii) any waiver, forbearance, delay, failure or omission by Franchisor to exercise any right, whether of the same, similar or different nature, with respect to the Hotel; or (iv) the acceptance by Franchisor of any payments due from Franchisee after any breach of this Agreement.

24.9. Authority.

Franchisee represents and warrants to Franchisor that the entities and persons signing this Agreement on behalf of Franchisee are duly authorized to do so and to bind Franchisee to enter into and perform this Agreement. Franchisee further represents and warrants to Franchisor that Franchisee and the entities and persons signing this Agreement on behalf of Franchisee have obtained all necessary approvals and that their execution, delivery and performance of this Agreement will not violate, create a default under or breach any charter, bylaws, agreement or other contract, license, permit, order or decree to which they are a party or to which they are subject or to which the Hotel is subject. If Franchisee has not already done so prior to the execution of this Agreement, Franchisee agrees to submit to Franchisor by the date specified by Franchisor all of the documents and information that Franchisor required or requested in the franchise application and in connection with the licensing process. Franchisee acknowledges that its breach of the representations and warranties in this paragraph, its failure to comply with Franchisor's requirements for the submission of information and documents, or any omission or misrepresentation of any material fact in the information or documents submitted to Franchisor in connection with the franchise application and/or the licensing process will constitute a material breach of Franchisee's obligations under this Agreement entitling Franchisor, at its option, to terminate this Agreement immediately upon notice to Franchisee.

24.10. General Release and Covenant Not to Sue.

Franchisee, its Affiliates, and their respective heirs, representatives, successors and assigns, hereby release, remise and forever discharge Franchisor and its Affiliates and their past and current directors, employees, agents, attorneys, successors and assigns from any and all claims, whether known or unknown, of any kind or nature, absolute or contingent, if any there be, at law or in equity, from the beginning of time to and including, the date of Franchisor's execution of this Agreement, and Franchisee and its respective heirs, representatives, successors and assigns do hereby covenant and agree that they will not institute any suit or action at law or otherwise against Franchisor, directly or indirectly, relating to any claim released hereby by Franchisee; provided, however, that nothing contained in this release is intended to disclaim or require Franchisee to waive reliance on any representation that Franchisor made in the Franchise Disclosure Document that it provided to Franchisee. This release and covenant not to sue shall survive the termination and expiration of this Agreement. Franchisee shall take whatever steps are necessary or appropriate to carry out the terms of this release and covenant not to sue.

24.11. Reimbursement of Expenses.

(a) Franchisee agrees to pay Franchisor all expenses to remedy any defaults of or enforce or defend itself or any of its rights under this Agreement (including without limitation any claim, cross-claim or counter-claim brought by Franchisee), effect termination of this Agreement or collect any amounts due under this Agreement. If Franchisor incurs costs and expenses due to Franchisee's failure to pay when due amounts owed to Franchisor, to submit when due any reports, information, or supporting records, or otherwise to comply with this Agreement, Franchisee agrees, whether or not Franchisor initiates a formal legal proceeding, to reimburse Franchisor for all of the costs and expenses that Franchisor incurs, including, without limitation, reasonable accounting, attorneys' and related fees, and any fees and costs incurred in connection with collection of any amounts due and obtaining injunctive or other relief for the enforcement of any provisions of this Agreement. (b) If Franchisor becomes a party to any action or proceeding commenced or instituted against Franchisor by a third party arising out of or relating to any claimed or actual act, error or omission of Franchisee and/or any of Franchisee's guarantors, affiliates, officers, directors, shareholders, Management Company, employees, contractors and/or representatives (the "Franchisee Parties") and/or the franchised Hotel by virtue of statutory, "vicarious", "principal/agent" or other liabilities asserted against or imposed on Franchisor as a result of Franchisor's status as Franchisor; or if Franchisor becomes a party to any litigation or any insolvency proceeding involving Franchisee pursuant to any bankruptcy or insolvency code (including any adversary proceedings in conjunction with bankruptcy or insolvency proceedings), then Franchisee will be liable to, and must promptly reimburse, Franchisor for the reasonable attorneys' fees, experts' fees, court costs, travel and lodging costs and all other expenses Franchisor incurs in such action or proceeding regardless of whether such action or proceeding proceeds to judgment. In addition, Franchisor will be entitled to add all costs of collection, interest, attorneys' fees and experts' fees to Franchisor's proof of claim in any insolvency or bankruptcy proceeding that Franchisee files.

24.12. Descriptive Headings.

The descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision in this Agreement.

24.13. Definitions.

Capitalized terms in this Agreement have the meanings stated in Exhibit A or otherwise expressly defined herein.

24.14. Additional Franchisee Acknowledgments and Representations.

24.14.1. NO PENDING LITIGATION. Franchisee represents that as of the date of execution of this Agreement, there are no actions, suits, proceedings or investigations pending or, to its knowledge or the knowledge any of its officers, directors, shareholders, partners, members, managers, Guarantors, shareholders, or any other Owner of a direct or indirect, partial or whole interest in Franchisee (as applicable), after due inquiry, threatened, in any court or arbitral forum, or before any governmental agency or instrumentality, nor to the best of Franchisee's knowledge or the knowledge of any such persons or entities (after due inquiry) is there any basis for any claim, action, suit, proceeding or investigation, which affects or could affect, directly or indirectly, any of Franchisee's assets, properties, rights or business; Franchisee's right to operate and use its assets, properties or rights to operate the Hotel; and/or, which affects or could affect Franchisee's right or ability to assume and carry out in all respects the duties, obligations and responsibilities specified in this Agreement.

24.15. Survival.

All obligations under this Agreement, which expressly or by their nature are intended to survive the expiration or termination of this Agreement, including, but not limited to Sections 12, 13, 14.4, 15, 18, 20, 23 and 24 shall continue in full force and effect until they are satisfied in full or by their nature expire.

24.16. Execution, Construction, Interpretation, and Further Acts.

The titles and subtitles of the various Articles and Sections of this Agreement are inserted for convenience and will not affect the meaning or construction of any of the terms, provisions, covenants and conditions of this Agreement. The language of this Agreement will in all cases be construed simply according to its fair and plain meaning and not strictly for or against Franchisor or Franchisee. It is agreed that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision will have the meaning which renders it valid. The parties agree to execute all other documents and perform all further acts necessary or desirable to carry out the purposes of this Agreement. If Franchisee consists of more than one person or entity, or a combination thereof, the obligations and liabilities of each such person or entity to us under this Agreement are joint and several. As used in this Agreement, the words “include”, “includes”, or “including” are used in a non-exclusive sense and shall be construed to mean “including without limitation”.

24.17. Counterparts.

This Agreement 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. Franchisor and Franchisee hereby acknowledge and agree that electronic signatures, facsimile signatures or signatures transmitted by electronic mail in “pdf” format shall be legal and binding and shall have the same full force and effect as delivery of an original signed counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Franchisee:

____

By: ______________________________
Name: ____________________________
Title: _____________________________
Date of signature: __________________

Franchisor:

LANDINGPLACE FRANCHISING LLC

____

By: ______________________________
Name: ____________________________
Title: _____________________________
Date of signature: __________________

[signature page to Franchise Agreement - Landingplace Select]

EXHIBIT A

DEFINITIONS IN THE FRANCHISE AGREEMENT

When used in this Agreement the following terms have the meanings indicated below (such definitions shall apply, as applicable, whether terms used in the Franchise Agreement are used in the singular or plural):

"**Additional Marketing Programs**" means advertising, marketing, promotional, public relations, and sales programs and activities that are not funded by the System Fund, each of which may vary in duration, apply to all or a group of Franchisor Affiliate Brand Hotels, locally, regionally, nationally or internationally or include other Franchisor Affiliate Brand Hotels. Examples include, without limitation, email marketing, internet search engine marketing, transaction-based paid internet searches, sales lead referrals and bookings, cooperative advertising programs, Travel Management Companies programs, incentive awards, gift cards and other similar programs.

"**Affiliate**" means, for any Person, a Person that is directly (or indirectly through one or more intermediaries) Controlling, Controlled by, or under common Control with, such Person.

"**Anti-Corruption Laws**" means any US or international laws, regulations, codes or sanctions relating to bribery and corruption including but not limited to the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977.

"**Anti-Corruption Policy**" means a written policy prohibiting bribery and corruption and requiring compliance with Anti-Corruption Laws.

"**Applicable Law**" means all laws, regulations, ordinances, rules, orders, decrees, and requirements of any governmental authority having jurisdiction over the Hotel, Franchisee, Guarantor or any of the Franchisor Agreements.

"**Approved Equipment"** means the Equipment materially conforming to the specifications and configuration set forth by Franchisor in the Technology Requirements or otherwise in, which are subject to change periodically.

"**Approved Location**" means the real property upon which the Hotel is or will be situated and all of the Hotel's related premises, easements or other rights of way, as located at the principal street address or other identified locations set forth in Item 3 of Exhibit B.

"**Approved Software"** means the Software, including the Property Management System, materially conforming to the specifications set forth by Franchisor in the Technology Requirements or otherwise in the Brand Standards, which are subject to change periodically.

"**Bank Account**" has the meaning stated in Section 4.10.1.

"**Brand Marketing**" means marketing activities that are focused on defining and positioning the brands in relation to target markets and consumers of hotels operating under the Licensed Brand and Franchisor Portfolio Brands, both in terms of tangible and intangible characteristics and pursuing associated marketing strategies and programs to help drive hotel revenues. It includes advertising, publicity and other marketing and awareness programs and materials (including, among other things, social media campaigns and activities on the internet, print, radio, television, trade shows); research, consumer insight and performance analysis resources.

"**Brand Marketing Services**" means services provided by Franchisor and its Affiliates for marketing programs (including tactical marketing campaigns; brand awareness campaigns; online marketing, web adverts, search engine marketing, email communications and marketing, social media campaigns and prime travel agency placements); research, consumer insight, performance analysis and other service necessary to drive Brand Marketing objectives; and associated training programs and materials.

"**Brand Standards**" means all standards and specifications now or in the future identified by Franchisor or its Affiliates concerning the design, conversion / construction and operations of Brand System Hotels. Franchisor or its Affiliates may modify, alter, add or delete aspects of the Brand Standards in accordance with Section 9.2 (and which may, with Franchisor's prior written approval, take into account specific characteristics and conditions of the local market). The Brand Standards may be communicated to Franchisee in paper or in electronic format, as determined by Franchisor or its Affiliates.

"**Brand System**" means a proprietary business format and system for constructing, opening and operating Brand System Hotels and providing hotel services to the public under the LANDINGPLACE SELECT name. Elements of the Brand System consist of the: (i) "LANDINGPLACE SELECT" trademark and other trademark, service mark and fictitious business name "LANDINGPLACE SELECT" and certain other trademarks, service marks, trade names, related emblems, designs, labels, trade dress, signs and symbols, copyrighted materials and other intellectual property (collectively, the "Marks") which we will designate as licensed to you in this Agreement; (ii) the Brand Standards (as described below); (iii) training programs and materials; (iv) reservation system; (v) advertising, marketing, and promotional programs, including loyalty programs; (vi) property management system; (vii) revenue management system; and (viii) quality assurance program for inspecting the Hotel, measuring and assessing service and consumer opinion. For the avoidance of doubt, the Brand System includes all information, databases, know-how, copyrights or other registered or unregistered intellectual property, whether owned by Franchisor or licensed for use by Franchisor by its Affiliates or other third parties, which is used for the purpose of, or supports or contributes to the constitution of, the LANDINGPLACE SELECT business format, whether such items of intellectual property are considered in isolation or combination.

"**Brand System Hotel(s)**" means the hotel(s) operated by Franchisee or other franchisees of Franchisor under the LANDINGPLACE SELECT name in any of the fifty (50) states of the United States of America, or its territories or possessions. It does not include any Franchisor Affiliate Brand Hotel operated under a different brand from the Licensed Brand or any other business operation.

"**Business Judgment**" has the meaning stated in Section 21.3.

"**Capital Reserve**" has the meaning stated in Section 5.6.

"**Case Goods**" means furniture and fixtures used in the Hotel (including, in Guestrooms, Guestroom corridors and public areas) such as cabinets, shelves, chests, armoires, chairs, beds, headboards, desks, tables, mirrors, lighting fixtures and similar items.

"**Competitor**" means any Person (including, Franchisee or its Affiliates, or their Owners) that: (i) has a direct or indirect Ownership Interest in a select service lodging business not operated as a Franchisor Affiliate Brand Hotel; (ii) has an Affiliate of such a Person described in (i); (iii) is any Person that is a Master Franchisee of a select service hotel brand not operated as an Franchisor Affiliate Brand Hotel; or (iv) is any officer, manager or director of such Persons identified in (i), (ii) or (iii). No Person will be considered a Competitor if such Person has an interest in a competing select service hotel brand merely as: (i) a franchisee; (ii) a management company that operates hotels on behalf of multiple brands; or (iii) a passive investor that has no Control over the business decisions of the competing lodging business.

"**Components**" means the elements, intellectual property, standards, characteristics, programs, offerings, features, and/or parts of any Franchisor Affiliate Brand Hotel (including of the Brand System Hotels).

"**Confidential Information**" means all information, knowledge, trade secrets or know-how utilized or embraced by the Brand System and/or imparted to Franchisee or Franchisee's employees, independent contractors, owners, or agents (including the Management Company) by Franchisor or any of its Affiliates which concerns Franchisee's or Franchisor's systems of operation, programs, services, products, guests, practices, materials, books, records, manuals, computer files, databases or software; all programs, products, services, equipment, technologies, techniques, policies, standards, requirements, criteria and procedures that now or in the future are a part of the Brand System; the Brand Standards (including modifications to same); all pricing paradigms established by Franchisor or Franchisee; all of Franchisor's and/or Franchisee's sources (or prospective sources) of supply and all information pertaining to same (including wholesale pricing structures, the contents of sourcing agreements and the identity of suppliers); Franchisor's specifications, and Franchisee's final plans, for the conversion / construction, build out, design, renovation, décor, equipment, signage, furniture, fixtures and trade dress elements of the Hotel; the identity of, and all information relating to, Technology Systems; all elements of Franchisor's recommended staffing, staff training and staff certification policies and procedures; all communications between Franchisor and Franchisee; and, all other information, knowledge and know-how which either Franchisor or its Affiliates, now or in the future, designate as confidential.

Confidential Information will not, however, include information which Franchisee can demonstrate came to its attention before Franchisor or its Affiliates disclosed it to Franchisee (unless illegally or improperly procured by Franchisee before such disclosure) or which, at or after the time of disclosure, has become a part of the public domain through publication or communication by others, but not through any act of Franchisee.

"**Construction Commencement Date**" has the meaning stated in Exhibit B.

"**Control**" (and any form thereof, such as "**controlling**" or "**controlled**") means, with respect to any Person, the possession, directly or indirectly, of the power or ability to direct or cause the direction of the management or policies of such Person.

"**Data Protection Laws**" means all applicable international, national, federal, provincial, state, or local laws, codes or regulations that regulate the processing of information that can be used (alone or when Personal Data in any way, including, but not limited to, national data protection laws, laws regulating marketing communications and/or electronic communications, information security regulations and security breach notification rules. Data Protection Laws also means, without limitation, Payment Card Industry Data Security Standards.

"**Digital Marketing**" has the meaning stated in Section 10.4.

"**Effective Date**" is the date the Franchise Agreement is executed by Franchisor, which date is stated in Exhibit B.

"**Equipment**" means computers, input and output devices, storage devices (including hard drives and installed and removable flash memory), portable computer and communications devices (including tablets and smartphones), devices which process or store data, other telecommunications equipment (including routers, servers, circuits, portals, and networks), cables, wireless interfaces, and other computer peripherals.

"**Existing Hotel**" has the meaning stated in Section 2.1.2.

"**FF&E**" means all Case Goods, Soft Goods, signage and equipment (including telephone systems, printers, televisions (including any associated software or hardware such as required streaming functionality), vending machines, electronic and video games, computer hardware and Software, networks, and the Technology Systems) and other items specified by Franchisor in the Brand Standards or otherwise in writing. FF&E shall include any item included in Fixed Asset Supplies.

"**Fixed Asset Supplies**" means items such as linen, china, glassware, tableware, uniforms and similar items included within the definition of "Operating Equipment" under the Uniform System.

"**Force Majeure Event**" means any delay in Franchisor's or Franchisee's performance of any duties under this Agreement, or any non-performance of such duties, that is not Franchisor's or Franchisee's fault (as applicable) or within Franchisee's or Franchisor's reasonable control – including, but not limited to, fire; floods, natural disasters; Acts of God; war; civil commotion; terrorist acts; any governmental act or regulation; any delays or defaults in deliveries by common carriers and/or postal services and/or overnight couriers; computer network outages; late deliveries or non-deliveries of goods or non-furnishing of services by third party vendors; strikes; lockouts; and any other similar event beyond such party's control); provided, however, that the delayed party takes all steps reasonably possible to mitigate damages caused by such failure or delay.

"**Franchise Disclosure Document**" means that certain document provided by Franchisor to prospective Franchisees of Brand System Hotels (unless an exemption from disclosure is afforded by Applicable Law) as required by the trade regulation rule of the Federal Trade Commission entitled "Disclosure Requirements and Prohibitions Concerning Franchising," and by certain state franchise laws, as such document may be updated from time to time by Franchisor.

"**Franchisee**" has the meaning stated in the preamble of this Agreement and in Exhibit B.

"**Franchisee Association**" has the meaning stated in the Section 9.4.

"**Franchisee Parties**" has the meaning stated in Section 24.11.

"**Franchisee Personal Data**" means any Personal Data collected prior to or during the Term by Franchisee and its Affiliates, which is transferred to, disclosed to or accessed by the Franchisor during the Term.

"**Franchisor**" has the meaning stated in Exhibit B.

"**Franchisor Agreement(s)**" means, collectively, this Agreement, any other agreements executed in connection with this Agreement, and any other agreement related to the Hotel to which Franchisee, Guarantor or any of their respective Affiliates is a party and to which Franchisor or one of its Affiliates is also a party or beneficiary, as any may be amended, modified, supplemented, or restated.

"**Franchisor Marketing Data**" means Personal Data in respect of any member of any Loyalty Program.

“**Franchisor Personal Data**” means any Personal Data collected prior to or during the Term by Franchisor or its Affiliates (including without limitation, Franchisor Marketing Data and any Personal Data collected through any reservation channels operated by Franchisor) in relation to the Hotel.

“**Franchisor Portfolio Brand(s)**” means any and all brands owned, controlled or under the direction of the Franchisor and its Affiliates, as they may be added to, deleted from or changed from time to time, including, without limitation, as of the date hereof, the following: hotel and other lodging facility, chain, brand, or hotel system that is owned, leased, under development, acquired , operated, franchised or licensed, now or in the future, by Franchisor and its Affiliates, including, but not limited to, any hotel and other lodging facility operating under the trademarks: LANDINGPLACE SELECT, LANDINGPLACE HOTELS, and other trademarks identified by Franchisor.

“**Franchisor Affiliate Brand Hotel(s)**” means any hotel, other lodging facility, chain, brand or hotel system, however named, that is constructed, converted to or operated under any Franchisor Portfolio Brand now or in the future. For purposes of clarification, any hotel, other lodging facility, chain, brand, or hotel system, however named, that is owned by Franchisor or one of its Affiliates as of the Effective Date, or any subsequent date, but that is later sold to a Person who is not an Affiliate of Franchisor, shall not be considered an Franchisor Affiliate Brand Hotel during the time such hotel, other lodging facility, chain, brand, or hotel system, however named, is not owned by Franchisor or one of its Affiliates.

“**Ground Lessor**” means any Person or entity (including any Affiliate of Franchisee) that, directly or through one or more other people or entities, leases or subleases all or any part of the Hotel’s real property or improvements to Franchisee or that otherwise has any fee simple ownership or leasehold interest in the site of the Hotel or the Hotel.

“**Gross Revenue**” means all revenues and income of any nature derived directly or indirectly from the Hotel or from the use or operation thereof, whether received in cash, in services, in kind, from barter and/or exchange (valued at the full retail value of the goods or services received), on credit (whether or not Franchisee ultimately receives payment on credit transactions), or otherwise. Gross Revenue includes without limitation Gross Rooms Revenues; telephone, fax, internet and any other telecommunications services revenues; parking revenues; equipment rental revenues; vending machine revenues; revenues from sales of merchandise; revenues from service charges; condemnation proceeds for a temporary taking; rental or other payments from lessees, subleases, concessionaires and others occupying or using space or rendering services at the Hotel (but not the gross receipts of such lessees, subleases or concessionaires); the actual cash proceeds of business interruption, use, occupancy or similar insurance; and any awards, judgments or settlements representing payment for loss of revenues. Gross Revenues excludes: sales tax, value added tax, or similar taxes on such revenues and receipts; and proceeds from the sale of FF&E.

“**Gross Rooms Revenue**” (GRR) means the Gross Revenue and receipts of every kind attributable to and payable for rental of Guestrooms at the Hotel including but not limited to no-show revenue, early departure or late check-out fees, attrition or cancellation fees, any mandatory fee or surcharge charged to all or substantially all guests (including but not limited to resort or amenities fees, although inclusion of such fees or surcharges does not constitute approval by Franchisor of such fees and surcharges, which may be limited or prohibited), the amount of all lost sales due to the non-availability of Guestrooms in connection with a casualty event, whether or not Franchisee receives business interruption insurance proceeds, any awards, judgments or settlements representing payment for loss of room sales and any other revenues allocable to rooms revenue under the Uniform System. No deductions shall be allowed for charge backs, credit card service charges, commissions, uncollectible amounts or similar items. Charges for any item, including, but not limited to, telephone charges, entertainment, laundry, dry cleaning, gym/fitness center access, cable, internet, cleaning, the cost of any food and beverage items, room service or other items provided or made available to a guest as an incident of a Guestroom rental shall not be considered a deduction from Gross Rooms Revenue. Gross Rooms Revenue excludes sales tax, value added tax, or similar taxes on such revenues and receipts.

"**Guarantor**" means individually and collectively the Person(s) who, among other things, guarantee(s) the performance of Franchisee's obligations under this Agreement and the other Franchisor Agreements under the Guaranty.

"**Guaranty**" means a guaranty executed and delivered by Guarantor for the benefit of Franchisor, the current form of which is attached hereto at Exhibit E.

"**Guest Information**" has the meaning stated in Section 13.2.

"**Guestroom**" means each rentable unit in the Hotel consisting of a room, suite or suite of rooms used for overnight guest accommodation, the entrance to which is controlled by the same key; however, adjacent rooms with connecting doors that can be locked and rented as separate units are considered separate Guestrooms.

"**Hotel**" means the hotel licensed hereunder, all interior and exterior components thereof and all real property and fixtures used for such hotel located or to be located at such hotel's location, including: all improvements, structures, facilities, entry and exit rights, parking, pools, landscaping, and other appurtenances (including the hotel building and all operating systems) at such hotel's location; and all FF&E installed or at such hotel's location.

"**Improvements**" means any modifications, improvements, or additions to the Brand System that are developed or proposed by or on behalf of Franchisee (whether or not consented to by Franchisor), including, without limitation, any modifications to architectural drawings or architectural works, layout schematics, design elements, the Brand Standards or the Intellectual Property licensed to Franchisee as part of the Brand System.

"**Indemnitees**" has the meaning stated in Section 15.

"**Initial Franchise Fee**" has the meaning stated in Section 4.2 and is set forth in Exhibit B.

"**Intellectual Property**" means the following items, regardless of the form or medium (for example, paper, electronic, tangible or intangible): (i) all Software, including the data and information processed or stored by such Software; (ii) all Marks; (iii) all Confidential Information; and (iv) all other information, materials, and subject matter that are copyrightable, patentable or can be protected under applicable intellectual property laws, and owned, developed, acquired, licensed, or used by Franchisor or its Affiliates for the Brand System.

"**Inventories**" means "Inventories" as defined in the Uniform System, including provisions in storerooms, refrigerators, pantries and kitchens; beverages; other merchandise intended for sale; fuel; mechanical supplies; stationery; and other expensed supplies and similar items.

"**Licensed Brand**" has the meaning set forth in Exhibit B.

"**Legal Accessibility Requirements**" means the Americans with Disabilities Act (the "ADA") and other applicable state laws, codes, and regulations governing public accommodations for persons with disabilities.

"**Lender**" means each financial institution or other party (including an Affiliate of Franchisee), if any, that provided or provides any financing for Franchisee's acquisition, development, and/or operation of the Hotel, including any mortgagee or trustee under any deed of trust and any mezzanine lender or other party that takes a pledge of Franchisee's or any Person who has a controlling ownership interest as security for the repayment of any such financing.

"**Liquidated Damages**" has the meaning stated in Section 20.1.

"**Loyalty Programs**" means all loyalty, recognition, affinity, frequency, and other programs designed to promote stays at, or usage of, the Hotel, Brand System Hotels and such other Franchisor Affiliate Brand Hotels designated by Franchisor or its Affiliates, or any similar, complementary, or successor programs.

"**Management Company**" means a management company for the Hotel selected by Franchisee and consented to by Franchisor.

"**Marketing Materials**" means all advertising, marketing, promotional, sales and public relations concepts, press releases, materials, concepts, plans, programs, brochures, sponsorship, press releases, or other information or materials to be released to the public, whether in paper, digital, broadcast or electronic, or any other form of now or hereafter developed modes of communication or media.

"**Marks**" means any trademarks, trade names (including, without limitation, the Second Name), trade dress, words, symbols, logos, slogans, designs, insignia, emblems, devices, service marks, and indicia of origin (including restaurant names, lounge names, and other outlet names), or combinations thereof, that are registered or owned by or licensed to Franchisor or its Affiliates, and that are used to identify or are otherwise associated by virtue of usage with LANDINGPLACE SELECT Hotels, all as may be changed, deleted, added to or otherwise modified by Franchisor (or its Affiliates) in its sole discretion. The term applies whether these are owned currently by Franchisor (or its Affiliates), or are later developed or acquired, and whether or not they are registered in any state, foreign country or in the United States Patent and Trademark Office.

"**Master Franchisee**" means a Person that has the right to develop, operate or sublicense a hotel brand, trade name, trademark, system, or chain of hotels.

"**Master Technology Services Agreement**" means the agreement Franchisee must execute before being allowed access to the Technology Systems, the current form of which is included in the Franchise Disclosure Document for Brand System Hotels.

"**Network Connectivity**" means the network connectivity (including for voice and data over any medium) used in the Hotel as specified by Franchisor in Brand Standards and otherwise in writing, which are subject to change periodically.

"**Opening Date**" means the date identified as the Hotel opening date in the letter agreement issued by Franchisor described in Exhibit H.

"**OS&E**" means all consumable and non-fixed items used in the daily operation of the Hotel that are not classified as FF&E. This includes, but is not limited to, linens, towels, pillows, blankets, guestroom amenities, bath products, cleaning supplies, kitchenware, utensils, dishware, glassware, small appliances, uniforms, storage bins, back-of-house supplies, and other similar items necessary for servicing guests and maintaining Hotel operations. OS&E may also include replacement quantities of such items to ensure consistent operational readiness, and shall include any items specified by Franchisor in the Brand Standards or otherwise in writing.

"**Owner**" means each Person that has a legal or beneficial Ownership Interest in Franchisee (or another entity, if so indicated). The Owners of Franchisee are set forth on Exhibit C.

"**Ownership Interest**" means all forms of ownership, membership, stock, partnership or any other form of equity interests in legal entities or property, both legal and beneficial, voting and non-voting, including stock interests, partnership interests, limited liability company interests, joint tenancy interests, leasehold interests, proprietorship interests, trust beneficiary interests, proxy interests, power-of-attorney interests, and all options, warrants, and any other forms of interest evidencing ownership or Control.

"**Periodic Renovations**" has the meaning stated in Section 5.4.

"**Permitted Transfer**" has the meaning stated in Section 17.4.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, estate, trust, unincorporated association, any national, provincial, state, county or municipal government or any bureau, office, department or agency thereof and any fiduciary acting in an agency capacity on behalf of any of the foregoing.

"**Personal Data**" means data which relates to a living individual who can be identified from that data, or from those data and other information which is in the possession of, or is likely to come into the possession of, Franchisor or Franchisee, as applicable, including, without limitation, Guest Information and Personal Data of Hotel Guests, other Hotel customers and Franchisee's or its Management Company's employees.

"**PIP**" or "**Property Improvement Plan**" has the meaning stated in Section 17.5.1(e).

"**Principal Correspondent**" has the meaning stated in Exhibit C.

"**Prohibited Person**" means any Person with whom Franchisor, or any of its Affiliates, are prohibited or restricted from transacting business by the Office of Foreign Assets Control of the Department of the Treasury of the United States.

"**Property Management System**" or "**PMS**" means the Hotel-level management software and system, consisting of Approved Equipment and Approved Software designated by Franchisor for use by Brand System Hotels and which links to the Reservation System, and required revenue management system (RMS), and customer relationship management (CRM) system.

"**Prospectus**" means any registration statement, solicitation, prospectus (preliminary or otherwise), memorandum, offering document, or similar documentation used or disseminated in connection with the offer, sale or transfer of an Ownership Interest, including any related amendments.

"**Public Facilities**" means the lobby areas, meeting rooms, convention or banquet facilities, sundry shop / market, restaurants, bars, lounges, corridors and other similar facilities at the Hotel, if any.

"**Relevant Laws**" means the Anti-Corruption Laws, the US Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "US Patriot Act") and related and comparable regulations and executive orders (as the same may be modified and superseded from time to time).

"**Renovation Commencement Date**" has the meaning stated in Exhibit B.

“**Required Fees**” has the meaning stated in Section 20.1.

“**Reservation System**” means the reservation system owned, operated, or licensed and designated by Franchisor for booking, modifying, or communicating reservations for Brand System Hotels through any medium, including its Approved Software and Approved Equipment.

“**Rooms Addition Fee**” has the meaning stated in Section 4.3 and is equal to the then-current charge per Guestroom used to calculate the Initial Franchise Fee for Brand System Hotels, multiplied by the number of additional Guestrooms.

“**Royalty Fee**” has the meaning stated in Section 4.4 and is set forth in Exhibit B.

“**Second Name**” has the meaning stated in Section 7.4.9.

“**Security Incident**” means the accidental, unauthorized or unlawful destruction, loss, damage, alteration, use, disclosure of, acquisition of, or access to, Confidential Information (including Guest Information), any attack on or malicious intrusion into any Technology Systems (such as a ransomware attack), or any event that gives rise to a reasonable likelihood of the same, or as otherwise updated or defined in the Brand Standards.

“**Soft Goods**” means living room sofas and chairs, window treatments, wall and floor coverings, carpeting, bedspreads, lamps, wall decorations, decorative pillows and other decorative items, artwork, pictures, textile, upholstery, drapery, fabric, vinyl and similar products used in the Hotel (including, in Guestrooms, Guestroom corridors and public areas).

“**Software**” means utilities, operating systems, programs, scripts, applications, system updates, add-ons, or other materials that can be installed on or used in connection with Equipment, whether in binary machine code or human-readable source code form.

“**System Fund”** means arrangements organized and operated by Franchisor and its Affiliates, as described in Section 10.2 and participated in by franchisees and by Franchisor Affiliate Brand Hotels, for the provision of programs and services as may be determined as required by Franchisor in connection with the operation of the Brand System.

“**System Fund Activities**” has the meaning stated in Section 10.2.2.

“**System Fund Contribution**” means the assessments paid by Franchisee for the System Fund Activities to be provided by Franchisor and its Affiliates, as described and determined in accordance with Sections 4.5 and 10.2.2 and Exhibit B.

“**Systemwide Supply Contract**” has the meaning stated in Section 6.3.

“**Taxes**” means all taxes (including any sales, gross receipts, value-added, goods and services, or similar taxes), levies, charges, impositions, stamp or other duties, fees, deductions, withholdings or other payments levied or assessed by any competent governmental authority, including by any federal, national, state, provincial, local, or other tax authority.

“**Technology Fee**” means the monthly fee which may be charged to Franchisee for the provision and use of selected technology services. The potential Technology Fee is set forth in Exhibit B.

“**Technology Requirements**” means the rules, standard operating procedures and other procedures, systems, guides, programs, requirements, directives, specifications, guidelines, design criteria, and such other information, initiatives and controls that are necessary for acquiring, purchasing, implementing, deploying, maintaining, operating and disposing of the Technology Systems or any component thereof. The Technology Requirements may be provided to Franchisee in electronic form.

"**Technology Systems**" means the Approved Equipment, Approved Software, Network Connectivity, Reservation System, Property Management System and any other hardware, software or services required and approved or optional but designated as approved by Franchisor to deliver technology to Brand System Hotels.

"**Term**" has the meaning stated in Section 3.1.

"**Transfer**" means any sale, conveyance, assignment, exchange, pledge, encumbrance, lease or other transfer or disposition, directly or indirectly, voluntarily or involuntarily, absolutely or conditionally, by operation of law or otherwise.

"**Transfer Fee**" has the meaning stated in Section 17.5.

"**Travel Costs**" means the cost of all travel, food, lodging, and other out-of-pocket costs incurred during travel.

"**Travel Management Companies**" means travel agencies, online travel agencies, group intermediaries, wholesalers, concessionaires, and other similar travel companies.

"**Uniform System**" means the Uniform System of Accounts for the Lodging Industry, Twelfth Revised Edition, 2024, as published by the American Hotel & Lodging Educational Institute, or any edition, revision or replacement that Franchisor designates.

"**Work**" means the initial construction or renovation of the Hotel, as applicable, and as further detailed in Exhibit D.

"**Work Completion Date**" has the meaning stated in Exhibit B.

###

EXHIBIT B

KEY TERMS

1. Effective Date:	_____________ [*Franchisor to insert effective date of Franchise Agreement*]
2. Licensed Brand:	LANDINGPLACE SELECT
3. Approved Location:	____ ____ [insert address for approved location for the site of the Hotel]
4. Area of Protection:	____ ____ (If map of Area of Protection is attached, check here: ____)
5. Franchisor:	LANDINGPLACE FRANCHISING LLC, a Delaware (USA) limited liability company.
6. Franchisee:	____, a [insert entity type], with its principal place of business at ____ ____ [insert Franchisee's address].
7. Term of License (<u>Section 2.1</u>):	Begins on the Effective Date and expires on the date that twenty (20) years after the Effective Date: ____________________________ (the "Expiration Date"). [OR, IN CASE OF A CHANGE OF OWNERSHIP INSERT: [___] YEARS FROM THE EFFECTIVE DATE].
8. Initial Franchise Fee (<u>Section 4.2</u>): **(or, if applicable instead, change of ownership or re-licensing application fee):**	$50,000. The Application Fee of Ten Thousand Dollars ($10,000) is included within this Initial Franchise Fee; provided, however, that the Application Fee portion is non-refundable under any circumstances.
9. Property Improvement Plan (PIP) fee:	$6,000 to cover inspection, preparation of PIP, and administration of PIP. Not refundable.
10. Opening Process Services Fee:	$6,000. Not refundable.

11. Royalty Fees (<u>Section 4.4</u>):	Five and One-Half Percent (5.5%) of the Gross Rooms Revenue. [Or, if a "fee ramp" is negotiated, summarize that here.]
12. System Fund Contribution (<u>Sections 4.5; 10.2</u>):	Three Percent (3.0%) of the Gross Rooms Revenue per month.
13. Technology Fee (<u>Section 4.6</u>):	As of the Effective Date of this Agreement, the Franchisor does not currently charge a separate technology fee (other than the one-time onboarding fee stated below). However, the Franchisor reserves the right to implement a Technology Fee at any time, upon thirty days' written notice to Franchisee, to cover the cost of developing, upgrading, or maintaining technology platforms that support the Brand System. Any future technology fee during the Term will not exceed one percent (1.0%) of Gross Rooms Revenue per month per Hotel unless otherwise mutually agreed with Franchisee. The Technology Fee may be adjusted (including the structure of the Technology Fee (e.g., percentage of Gross Rooms Revenue, flat fee and/or transaction-based fee) at any time with thirty (30) days' prior written notice to Franchisee, and subject to the maximum amount set forth above. The Technology Fee will be due and payable at the same time as the Royalty Fee set forth in Section 4.4, or as otherwise defined by Franchisor.
14. Technology Onboarding Fees (PMS, RMS, Channel Manager, Booking Engine, CRS, CRM Coordination)	To be determined by Franchisor, depending on circumstances: Hotels with existing relationships and contracts with Landingplace Select required vendors may result in reduced onboarding costs for technology as determined by the vendors' pricing from time to time.
15. # of Guestrooms (including Suites) (<u>Section 5.1</u>):	_______________ [insert approved # of Guestrooms]
16. Hotel Facilities and Services:	________________ [Insert facilities and services – e.g., swimming pool, office/conference rooms, laundry/dry cleaning, sundry shop / Landingplace Market, lending hub, fitness center, etc.]
17. Franchisor Notice Address (<u>Section 24.7</u>):	LANDINGPLACE FRANCHISING LLC 1050 Fording Island Road, Suite C #1055 Bluffton, South Carolina 29910 Attn: Jeremy Bratcher

	With a copy to: Kaufmann Gildin & Robbins LLP 675 Third Avenue, Suite 2200 New York, New York 10017 Attn: David K, Kaufmann, Esq.
18. Franchisee Notice Address (Section 24.7):	________________________ [insert Franchisee address] ________________________ ________________________ Attn: ___________________
19. Lease Provisions:	[If the Hotel or Approved Location is not subject to a lease or ground lease: Not applicable.] [If the Hotel is leased, insert: '(i) owner of Approved Location is the sole owner of the Hotel property, and (ii) the Hotel is leased to Franchisee under a lease between Franchisee and the owner of the Approved Location'.] [If the Hotel is subject to a Ground Lease, insert: '(i) Franchisee is the sole owner of the Hotel property; (ii) the land used for the Hotel is leased to Franchisee under a ground lease between Franchisee and [________________]; and (iii) Franchisee has all rights and authority relating to the Hotel for the performance of Franchisee's obligations under this Agreement. If the lease provides for [owner of the location] to perform any of Franchisee's obligations under this Agreement, Franchisee will cause [owner of the location] to perform such obligations as required under this Agreement. The existence of the lease and its terms that require [owner of the location] to perform Franchisee's obligations are not an assignment of such obligations to [owner of the location] and do not relieve Franchisee of any obligation under this Agreement. The lease will not limit or restrict Franchisor's rights or remedies under this Agreement in any way.']
20. Renovation Commencement Date:	[____________________]
21. Work Completion Date:	[____________________]
22. Opening Date:	[_______________________]
23. Guest Assistance Program / Customer Satisfaction Guarantee	$150 handling fee per guest complaint / case managed by Landingplace Hotels corporate support team. Additional costs (e.g., refunds, complimentary stays, or rewards points) are also the responsibility of the Franchisee and will be included on the monthly franchise invoice. Due when the Guest Assistance

	Program fees appear on the monthly franchise invoice. Payable to resolve guest complaints. The Guest Assistance Agent may offer the guest a refund (up to the full cost of the stay), a complimentary return stay, or rewards points to satisfy the complaint. The Franchisee will be billed the full cost of the resolution plus the handling fee. Franchisor may change the maximum rebate amount or increase the handling fee, but only with at least 30 days' prior written notice to Franchisee.
24. Plans and Designs Late Fee	$3,000 for each 90-day period after the applicable deadline that acceptable plans and designs have not been submitted. Due within 10 billing days of the late fee being assessed and invoiced. Payable if Franchisee does not submit acceptable plans and designs (as required in the Franchise Agreement, PIP, or other applicable guidelines) by the applicable due date, and again every 90 days thereafter until compliance is achieved. The Franchisor may waive or defer this fee in its sole discretion and Business Judgment.
25. Brand Non-Compliance Fee	$75 per approved guest room (including suites). Due within 10 days of billing. Payable for each consecutive "Unacceptable" grade received on a quality assurance evaluation. The amount varies based on the nature, frequency, and severity of the Hotel's deficiencies. For the second consecutive and beyond unacceptable grade on a quality assurance evaluation, this fee increases to $100 per guest room. The fee is capped at $25,000 per property (per Hotel) in each 6-month period, as outlined in the Brand Standards.
26. Brand Non-Compliance Re-Evaluation Fee	$3,500. Due within 10 days of billing. Payable for: (a) each consecutive quality assurance evaluation that Franchisor (or its designee) conducts to verify that the Hotel's deficiencies that were identified in the prior quality assurance evaluation have been resolved (other than a Special Audit, described below); or (b) any no-show, cancellation, or refusal by Franchisee to cooperate with a scheduled quality assurance evaluation or re-evaluation.
27. Brand Non-Compliance Re-Evaluation Fee – Special Audit	$5,000. Due within 10 days of billing. Payable each time Franchisor (or its designee) conducts a special on-site Quality Assurance evaluation ("Special Audit" or "Special"). Franchisor may conduct a Special: (a) to verify a default has been cured; (b) if the Hotel fails its opening inspection; or (c) if the Hotel fails its previous Special.
28. PIP/Renovation Failure/Extension Fee	$10,000 for every 6 months (or portion thereof) that failure continues. Due within ten (10) days of billing. Payable if Franchisee does not properly complete the required construction or renovation work at the Hotel (as set forth in a PIP, or as

	otherwise required in accordance with the Brand Standards) by the applicable completion dates and every 6 months thereafter until the work is properly completed. Fee may be reduced or waived in the Franchisor's discretion and Business Judgment in the event of documented hardship or city-imposed delays.
29. Guest Experience Score Fee and Social Review Score Fee	$150 per guest room / suite. Due within 10 days of billing. Payable if the Hotel does not meet the minimum required guest experience score under the Brand Standards. Guest Experience Scores and Social Review Scores are currently evaluated two times per year but the Franchisor may modify that frequency at any time.
30. Enhanced Service & Quality Improvement Program	$15,000 - $25,000 for each 6-month period in the program. Due within 10 days of billing. If the Hotel falls below Franchisor's minimum guest experience and quality standards score (detailed in the Brand Standards) for any rolling 6-month period, Franchisor may require Franchisee to participate in Franchisor's Enhanced Service & Quality Improvement Program until the deficiencies are resolved. The fee varies based on the nature, frequency, and circumstances of the Hotel's deficiencies and is payable as long as the Hotel remains in the program.
31. General Manager Orientation Training	$1,500 for General Manager. Due 14 days before training. Method of training may be virtual / online showing how to access and use systems and support from vendors and Landingplace Hotels corporate team. If Franchisor determines (in its sole discretion and Business Judgment) that this training should be onsite or in person, Franchisee may be subject to expenses including travel, lodging, food, and miscellaneous other expenses for the trainers provided by Franchisor.
32. Director of Sales / Commercial Leader Orientation Training	$1,500 for Director of Sales. Additional $500 for up to one (1) additional optional attendee. Due 14 days before training. Method of training may be virtual / online showing how to access and use systems and support from vendors and Landingplace Hotels. It may include support representatives from vendors who will lead certain elements of the training along with Landingplace Hotels corporate team members. If Franchisor determines (in its sole discretion and Business Judgment) that this training should be onsite or in person, Franchisee may be subject to expenses including travel, lodging, food, and miscellaneous other expenses for the trainers provided by Franchisor.
33. Other executives training	If Franchisee or its Management Company wish to send any additional personnel, beyond what is stated in the Agreement, to attend any of the required initial trainings,

	Franchisor will permit them to do so, provided that Franchisee pays: $500 to Franchisor per additional trainee for the Principal Correspondent training or General Manager certification training; and $150 to Franchisor per additional trainee for the Director of Sales certification training; Guest Service Manager certification training; Executive Housekeeper certification training; and, Chief Engineer certification training.
34. Annual refresher trainings	Annual refresher / continuing training for the General Manager ($1,000 per annual refresher training); Annual general refresher for the Director of Sales ($1,000 per annual refresher training) of the Hotel; Annual revenue management refresher / continuing training for the Director of Sales the Hotel ($750 per annual refresher training).
35. Revenue Management Strategies Training initial certification (virtual)	$500 per attendee. Must be attended by Director of Sales of the Hotel. Due 21 days before training. Method of training may be virtual / online showing how to access and use systems and support from vendors and Landingplace Hotels. It should include support representatives from vendors who will lead certain elements of the training along with Landingplace Hotels corporate team members. If Franchisor determines (in its sole discretion and Business Judgment) that this training should be onsite or in person, Franchisee may be subject to expenses including travel, lodging, food, and miscellaneous other expenses for the trainers provided by Franchisor.
36. "Red zone" training fees (Section 8.1)	$1,500 per day for onsite trainings, with the number of days and hours being in the Franchisor's sole discretion and Business Judgment; and, $500 per day (or portion thereof) for virtual trainings, with number of days and hours being in the Franchisor's sole discretion and Business Judgment.
37. Guest Rewards & Loyalty Program	As agreed between Franchisor and program vendor(s) from time to time. Not to exceed 8% of full folio revenue for qualified direct consumed reservations through the hotel's direct channels, GDS, or loyalty program directly. This fee only applies to reservations that are both (a) booked by guests who are members of the applicable rewards / loyalty program and (b) booked directly through Landingplace Hotels channels (phone, brand website, direct with hotel, corporate negotiated account, etc. - - not online travel agencies such as Expedia.com,

	Booking.com, AirBNB.com, VRBO.com, etc.). Due after billing, with the due date determined by the specific program in place from time to time. Franchisee must participate in any brand-specific or System-wide guest frequency or reward program. These programs are subject to change and will be detailed in the Brand Standards. If the applicable rewards/loyalty program is provided through a third-party vendor that includes revenue incentives/credits, then Franchisee's Hotel will benefit from such incentives/credits as applicable to the Hotel.
38. Centralized Payment Programs	Third-Party Reservation Charges: as determined by program vendor. If invoiced, within 15 days of billing. If collected through ACH, on the 12th business day of each month (or for Third-party Reservation Charges, on the 20th day of each month). These required programs centralize and automate payments to third parties, including online travel agencies, group and meeting planners, travel planners, and other sales and distribution channels. "Third-Party Reservation Charges" include the costs and fees incurred in connection with third-party reservation systems such as GDS, airline reservation services, internet and other service reservation providers for using their distribution systems. Certain reservation services may not be subject to this fee (in the Franchisor's Business Judgment) if booked through alternative approved channels, as detailed in the Brand Standards.
39. Transfer Fee	A transfer fee equal to $500 per guest room, but in no event less than a minimum fee of Sixty Thousand Dollars ($60,000). Due with application to do a Transfer. Payable for any proposed Transfer that does not qualify as a Permitted Transfer.
40. Permitted Transfer Processing Fee	$5,500. Payable when you submit notice to the Franchisor regarding a Permitted Transfer. Only payable with regard to any proposed Transfer that qualifies as a Permitted Transfer that requires advance notice to the Franchisor.
41. Re-licensing Application Fee	$50,000. Due and payable with application. Payable for any re-licensing of a hotel property by the Franchisor, to an existing franchisee.
42. Lender Comfort Letter Processing Fee	$3,500 for Lender Comfort Letters and $1,500 for Lender Comfort Letter Assignments. Due and payable before Franchisor issues the document. Franchisor will only issue a Lender Comfort Letter or Assignment if Franchisee requests it and the request meets with Franchisor's requirements.
43. Public Offering or Private Placement Processing Fee	$5,000. Due and payable when Franchisee requests Franchisor's consent. Franchisee must also pay any

	additional costs Franchisor may incur in reviewing Franchisee's offering/placement documents, including reasonable attorneys' fees.
44. Consultation and service fees	Payable if you request and if we choose to make consultation and/or other voluntary services available to you. Rates are set by us (Franchisor) at our then-current rates on a project-by-project basis, depending on the nature of the consultation, and based on availability in our sole discretion and Business Judgment. Payable upon request by Franchisor.
45. U.S. Government Travel Agency Programs	Payment amounts will vary depending on changes in U.S. government and military travel programs and policies. Billed on TACS invoice. If invoiced, due within 15 days. If ACH, due on the 15th of the month. Franchisee is not required to participate in these programs, but if Franchisee does choose to participate in the DOD Preferred Program then Franchisee must also participate in the FedRooms Program at the same rate. Franchisor may, in its Business Judgment, enter into various government and military travel programs, which currently include FedRooms, CWTSato, DOD Preferred, Omega World Travel and ADTRAV Government. For any such program that has a flat fee, Franchisor may, in its Business Judgment, change that fee to a percentage-based fee, up to 1.45% of consumed room revenue, or up to 2.25% for the FedRooms and Department of Defense Preferred programs. Franchisee is not required to participate. However, if Franchisee does participate in the DOD Preferred Program then Franchisee must also participate in the FedRooms Program at the same rate.
46. Travel agent commissions:	10% minimum commission on Gross Rooms Revenue.
47. Voice reservations service:	Up to $7 per net booking.
48. Tax on sales / gross receipts, or similar taxes:	Reimburse Franchisor's actual costs, if any.
49. Guest entertainment and internet streaming platform:	Initial fee $125/room + $4 to $6/room/mo. (subject to change depending on third party's vendor price changes from time to time)
50. Additional Requirements:	[INSERT ANY ADDITIONAL KEY TERMS]

EXHIBIT C

INFORMATION ON FRANCHISEE AND MANAGEMENT COMPANY

Effective Date: This Exhibit C is current and complete as of ____________________.

1. **Owners, Directors/Officers**. The following list includes the full name and address of each person who is one of Franchisee's owners, shareholders, members, partners, directors, officers or an owner of one of Franchisee's owners, and fully describes the nature of each of their respective ownership interest (attach additional pages, if necessary).

Name: ____________________ Address: ____________________ ____________________ Type of Interest: ____________________ Number Units Owned: ____________________ Number Entitled to Vote: ____________________ % of Total Units of Franchisee: ____________________ Title (if officer or director): ____________________	Name: ____________________ Address: ____________________ ____________________ Type of Interest: ____________________ Number Units Owned: ____________________ Number Entitled to Vote: ____________________ % of Total Units of Franchisee: ____________________ Title (if officer or director): ____________________
Name: ____________________ Address: ____________________ ____________________ Type of Interest: ____________________ Number Units Owned: ____________________ Number Entitled to Vote: ____________________ % of Total Units of Franchisee: ____________________ Title (if officer or director): ____________________	Name: ____________________ Address: ____________________ ____________________ Type of Interest: ____________________ Number Units Owned: ____________________ Number Entitled to Vote: ____________________ % of Total Units of Franchisee: ____________________ Title (if officer or director): ____________________
Name: ____________________ Address: ____________________ ____________________ Type of Interest: ____________________ Number Units Owned: ____________________ Number Entitled to Vote: ____________________ % of Total Units of Franchisee: ____________________ Title (if officer or director): ____________________	Name: ____________________ Address: ____________________ ____________________ Type of Interest: ____________________ Number Units Owned: ____________________ Number Entitled to Vote: ____________________ % of Total Units of Franchisee: ____________________ Title (if officer or director): ____________________

2. **Name and Address of Principal Correspondent - Owner to Receive Notices for Franchisee**.

Name: ____

Postal Address: ____

____

E-mail Address: ____

3. **Identification of the Principal Correspondent and Management Company**.

(i) The shareholder, member, partner who is responsible for communicating with Franchisor regarding all aspects of this Agreement as well as overseeing and supervising the operation of the Hotel (the "Principal Correspondent") as of the Effective Date is ____ (must be one of the principal owners listed in Section 1 above).

(ii) Franchisor or requires Franchisee to retain the services of a Management Company for overseeing and supervising the operation of the Hotel. Below is the contact information for the Management Company:

Name of Management Company: ________________________________

Contact Person: ____

Postal Address: ____
____

Contact Person Phone Number: ________________________________
Contact Person E-mail Address: ________________________________

4. **Update of Exhibit C**. Franchisee and its Owners agree to update, sign and deliver to us from time to time a revised Exhibit C to reflect all future permitted changes in this information.

FRANCHISEE:

____
[Print Name of Franchisee Entity]

By: ____________________________________
Name: __________________________________
Title: ___________________________________

RECEIPT ACKNOWLEDGED BY FRANCHISOR:

LANDINGPLACE FRANCHISING LLC

By: ____________________________________
Name: __________________________________
Title: ___________________________________
Date: ___________________________________

EXHIBIT D

THE WORK

[FOR CONVERSION HOTELS ONLY:]

[Description of Specific Work, whether Property Improvement Plan (PIP) or Deficiency List for the Hotel]

Franchisor may authorize Franchisee, in Franchisor's sole discretion, to open and operate the Hotel as a Brand System Hotel even though Franchisee has not fully complied with the terms of the Franchise Agreement, provided Franchisee fulfills all remaining terms of this Agreement on or before the date designated by Franchisor. Franchisee may not commence operation of the Hotel as a Brand System Hotel without Franchisor's written authorization to do so. Notwithstanding any consent by Franchisor to the authorized conditional opening of the Hotel as a Brand System Hotel, the construction, upgrading and renovation work more particularly described in Article 5 of the Franchise Agreement and in this Exhibit D must be completed by Franchisee, in accordance with the LANDINGPLACE SELECT Review and Approval Policy, on or before the dates set forth in this Exhibit D and the Hotel must otherwise be in compliance with the Franchise Agreement and must open as a Brand System Hotel on or before **[*insert date*]**.

[FOR CHANGE OF OWNERSHIP / RELICENSING HOTELS ONLY:]

[Description of Specific Work, whether Property Improvement Plan (PIP) or Deficiency List for the Hotel]

[For change of ownership licenses] Franchisee must honor existing guest contracts for Guestrooms and/or meetings. If Franchisee fails to honor an existing Guestroom contract and or meeting contract, Franchisee must "walk" or relocate all impacted guests to another hotel acceptable to the guests and Franchisee must pay for the entire difference in cost between the Hotel and the replacement hotel for the entire stay of the guests and/or meeting, including tax and any additional transportation and communication costs resulting from Franchisee's failure to honor the existing guest contract.

EXHIBIT E

GUARANTY

This **GUARANTY** (the "**Guaranty**") is made and entered into as of ___________________, by and among:

A. ___________________________________ (the "**Guarantor**");

B. ___________________________________, a ________ organized and existing under the laws of ____________, with its principal address at __________________________________ (the "**Franchisee**"); and

C. LANDINGPLACE FRANCHISING LLC, a Delaware (USA) limited liability company, with its principal address at 1050 Fording Island Road, Suite C #1055, Bluffton, South Carolina 29910 ("**Franchisor**").

WHEREAS, contemporaneous with the execution of this Guaranty, Franchisee will enter into a Franchise Agreement with Franchisor, dated ________________________, for the operation of a LANDINGPLACE SELECT Hotel located at ____ (the "**License**");

WHEREAS, Franchisor is unwilling to enter into the Franchise Agreement with Franchisee without the guarantee by Guarantor as set forth below.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, Franchisor and Guarantor agree as follows:

1. GUARANTY. In consideration for Franchisor's entry into the Franchise Agreement with Franchisee, Guarantor agrees to absolutely, unconditionally, irrevocably, jointly and severally, guarantee, as a primary obligor, the prompt and satisfactory performance of all of Franchisee's payment and performance obligations under the Franchise Agreement, regardless of the ability or inability of Franchisee to make such payments or perform such obligations under the Franchise Agreement, and to perform all other obligations set forth below (collectively, the "**Obligations**").

2. NATURE OF THE GUARANTY.

2.1 This is a guaranty of both performance and payment. The Obligations of Guarantor under Section 1 are absolute, unconditional, and irrevocable and will not be affected, modified or impaired by reason of, or upon the happening of any event, including, without limitation, any of the following: (i) any extensions or renewals of the Franchise Agreement; (ii) the invalidity or unenforceability, in whole or in part, of the Franchise Agreement or of any other guaranty agreements relating to the Franchise Agreement; (iii) the compromise, settlement, release, or termination of all or any portion of any claims or actions relating to or arising out of the Franchise Agreement or of any other guaranty agreements relating to the Franchise Agreement; (iv) the voluntary or involuntary liquidation, sale or other disposition of any of Franchisee's assets or the bankruptcy, receivership, insolvency or reorganization of Franchisee or the release or discharge of Franchisee obligations to Franchisor or the ordering of any court of competent jurisdiction that Franchisor to return any payments or other benefits in lieu of payment it may have received from Franchisee on grounds of preferential payment status or otherwise avoided under bankruptcy, receivership or other fraudulent conveyance laws (v) the failure to give Guarantor notice of default, non-performance, or non-payment by Franchisee of its obligations under the Franchise Agreement or the failure of Franchisor to make demand on Franchisee or any other guarantors of the Franchise Agreement to perform in accordance with the Franchise Agreement; (vi) the modification, alteration, amendment, expiration or termination of the Franchise Agreement; or (vii) the modification, alteration, amendment, expiration or termination of any other guaranty of Franchisee's performance of the Franchise Agreement.

2.2 Guarantor also may gain access to parts of Franchisor's Confidential Information as a result of this Guaranty. Franchisor's Confidential Information is proprietary and includes Franchisor's trade secrets. Guarantor hereby agrees that it: (a) will not use Franchisor's Confidential Information in any other business or capacity (such use being an unfair method of competition); (b) will maintain the confidentiality of Franchisor's Confidential Information; and (c) will not make unauthorized copies of any portion of Franchisor's Confidential Information disclosed in written, electronic or other form.

3. NO CONDITIONS. Guarantor agrees that it is not a condition to its guaranty that Franchisor first proceed against Franchisee or any other guarantor of the Franchise Agreement or that Franchisor preserve or pursue remedies against any other person or entity.

4. INDEPENDENCE OF GUARANTY; WAIVER. This Guaranty is independent of and in addition to any and all other security or guaranty agreements which Franchisor may now or hereafter have for the performance of the Franchise Agreement. Guarantor hereby waives (i) notice of acceptance of this Guaranty, (ii) notice of default, non-performance, non-payment or extension of time for performance or payment by Franchisee or any other guarantor of all or any portion of the Franchise Agreement; (iii) notice of modification, alteration, amendment, expiration or termination of the Franchise Agreement or of any other guaranty agreement relating to the Franchise Agreement; and (iv) notice of extension or renewal of the Franchise Agreement.

5. PAYMENT BY GUARANTOR. If all or any part of the Obligations requiring payment shall not be punctually paid when due, Guarantor shall, immediately upon demand by Franchisor, and without any other notice whatsoever, pay in United States dollars, the amount due on the Obligations to Franchisor. Such demand(s) may be made at any time coincident with or after the time for payment of all or part of the Obligations and may be made from time to time with respect to the same or different items of the Obligations. Such demand shall be deemed made, given and received in accordance with the notice provisions hereof.

6. GUARANTEED OBLIGATIONS NOT REDUCED BY OFFSET. The Obligations of Guarantor to Franchisor under this Guaranty shall not be reduced, discharged or released because or by reason of any existing or future offset, claim or defense of Franchisee or any other party against Franchisor or against payment of the Obligations.

7. WAIVER OF SUBROGATION, REIMBURSEMENT AND CONTRIBUTION. Notwithstanding anything to the contrary contained in this Guaranty, Guarantor shall have no right of subrogation to Franchisor's rights under the Obligations against the Franchisee until the Obligations have been indefeasibly paid and discharged in full. Guarantor hereby unconditionally and irrevocably waives, releases and abrogates any and all rights they may now or hereafter have under any agreement, at law or in equity (including, without limitation, any Applicable Law subrogating the Guarantor to the rights of Franchisor), to assert any claim against or seek contribution, indemnification or any other form of reimbursement from Franchisee or any other party liable for payment or performance of any or all of the Obligations for any payment made by

Guarantor under or in connection with this Guaranty or otherwise until the Obligations under this Guaranty are satisfied in full.

8. WAIVER OF DEFENSES. To the extent permitted by Applicable Law, Guarantor hereby waives and agrees not to assert or take advantage of any and all defenses to this Guaranty available to such Guarantor at law or in equity other than the defenses that the Obligations are not due and payable or that the Obligations have been satisfied in full by payment or performance by Franchisee or the Guarantor.

9. TRANSFER OF SHARES BY GUARANTOR. Each Guarantor acknowledges that the Franchise Agreement contains provisions restricting the transfer of an interest in Franchisee, including but not limited to transfers of shares or other securities in Franchisee. Each Guarantor agrees not to transfer any interest in Franchisee or under Guarantor's control except in compliance with the terms and conditions of the Franchise Agreement. In addition, Guarantor shall not transfer or otherwise encumber all or substantially all of its/his/her assets without the prior written approval of Franchisor.

10. EFFECT OF DELAY IN EXERCISE OF RIGHTS. No delay on the part of Franchisor in the exercise of any right or remedy will operate as a waiver thereof, and no single or partial exercise by Franchisor of any right or remedy will preclude any other or further exercise thereof or the exercise of any other right or remedy; nor will any modification or waiver of any of the provisions of this Guaranty be binding upon Franchisor except as expressly set forth in a writing duly signed by and delivered by Franchisor. No actions of Franchisor permitted hereunder will in any way affect or impair the rights of Franchisor and the Obligations of Guarantor under this Guaranty.

11. DURATION. This Guaranty will continue in full force and effect until all of the Obligations have been fully and satisfactorily been paid or performed by Franchisee or Guarantor or the Obligations have otherwise been completely discharged, and Guarantor will not be released from their Obligations under this Guaranty so long as any Obligations or claims arising out of or relating to this Guaranty remain outstanding.

12. FRANCHISOR'S RIGHTS UNDER THE GUARANTY. Franchisor may at any time and from time to time, without any Guarantor's consent, and without notice to any Guarantor and without affecting or impairing any of Guarantor's Obligations under this Guaranty, do any of the following: (i) renew or extend the Franchise Agreement; (ii) compromise, settle, release, or terminate all or any portion of any claims or actions relating to or arising out of the Franchise Agreement; or (iii) modify, alter, or otherwise amend the Franchise Agreement.

13. NOTICES. All notices must be in writing and will be effective on the earlier of (a) the day it is sent by facsimile or email with a confirmation of receipt; or (b) the next business day after it is sent by a commercially recognized "next business day" delivery service (e.g., FedEx or UPS) to the appropriate party at the notices address indicated herein, or such other single address as may be designated by the party to be notified. It is agreed that each Party can send communications to the other Parties by facsimile or email for the purposes of notices under this Guaranty, including this Section 13, and/or to provide information to the other Parties by facsimile or email, subject to any Applicable Laws.

Franchisor's notice address:	LANDINGPLACE FRANCHISING LLC 1050 Fording Island Road, Suite C #1055 Bluffton, South Carolina 29910 Attn: Jeremy Bratcher, CEO
Franchisee notice address:	______________________ ______________________ ______________________ Attn: ________________
Guarantor notice address:	(Stated under the signature of each Guarantor)

14. GUARANTOR' REPRESENTATIONS AND WARRANTIES. Each Guarantor represents and warrants to Franchisor, as of the date hereof, that: (a) the persons executing this Guaranty have been duly authorized to perform such actions on behalf of the Guarantor; and (b) its/his/her Guaranty constitutes the valid, legal and binding Obligations of the Guarantor, and to the best knowledge of Guarantor, is enforceable in accordance with its terms.

15. FEES AND EXPENSES. Each Guarantor jointly and severally agrees to pay all costs, expenses, and fees, including reasonable legal fees, court costs and other costs incurred by Franchisor or any assignee in enforcing this Guaranty.

16. SUCCESSORS AND ASSIGNS. This Guaranty will be binding on Guarantor and will inure to the benefit of Franchisor and its successors and assigns. This Guaranty may not be assigned by any Guarantor. This Guaranty may be freely assigned by Franchisor, including but not limited to any change of control of Franchisor, any transfer of all or part of Franchisor's business which includes the Franchise Agreement, or any pledge or assignment of this Guaranty in connection with any financing of Franchisor's business, whether or not related to the Franchise Agreement.

17. GOVERNING LAW; DISPUTE RESOLUTION. This Guaranty shall be governed by, and all disputes arising under or in connection with this Guaranty shall be resolved in accordance with the dispute resolution procedure (Section 23) in the Franchise Agreement, which is incorporated into this Guaranty by reference (with the language modified to refer to the Guarantors).

19. SEVERABILITY. If any provision of this Guaranty is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Guaranty, such provision shall be fully severable and this Guaranty shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Guaranty, and the remaining provisions of this Guaranty shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Guaranty.

20. EXECUTION. This Guaranty may be executed in two or more counterparts and delivered by e-mail or facsimile, all of which taken together will constitute one instrument.

21. SURVIVAL. This Guaranty will survive the expiration and termination of the Franchise Agreement.

22. DEFINITIONS. Any initially capitalized terms not otherwise defined herein shall have the meanings given to them in the Franchise Agreement.

[*Signature Page to Follow*]

IN WITNESS WHEREOF, the parties have executed this Guaranty as of the date first stated above.

LANDINGPLACE FRANCHISING LLC	______________________ **[FRANCHISEE]**
By:________________________________ Name:_____________________________ Title: ______________________________ Signing Date: _______________________	By:________________________________ Name:_____________________________ Title: ______________________________ Signing Date: _______________________

[GUARANTOR(S)]

____
Signing Date: ____________________________
Address for notices: ________________________
____
____
Home address: ____________________________
____
____

____
Signing Date: ____________________________
Address for notices: ________________________
____
____
Home address: ____________________________
____
____

____
Signing Date: ____________________________
Address for notices: ________________________
____
____
Home address: ____________________________
____
____

[signature page – Guaranty of Landingplace Select Franchise Agreement]

EXHIBIT F

ACCESSIBILITY CERTIFICATION

Location #: ____________________

Hotel Name (as it appears in the Franchisor Website):
____

Hotel Address:
____

Franchisee:
____

This certification is intended to comply with the accessibility standards and/or the Travelers with Disabilities Section of the relevant brand standards as well as the Landingplace Hotels Design & Construction standards, all of which require compliance with Title III of the Americans with Disabilities Act (ADA), including the 1991 and/or 2010 ADA Standards for Accessible Design (ADA Standards), and all other applicable accessibility requirements. These standards require as follows:

a. For renovations required for relicensing, conversions, brand changes or changes of ownership: a post-renovation certification submitted after an inspection of as-built conditions signed by Franchisee.
b. For voluntary renovations: a post-renovation certification submitted after an inspection of as-built conditions signed by Franchisee.

Please select the option for which this Certification is submitted:

☐ **Renovation Required for Conversion, Relicensing, Brand Change or Change of Ownership**

☐ **Voluntary Renovation**

<u>CERTIFICATION</u>

Franchisee Post-Construction or Post-Renovation Certification

The undersigned Franchisee, to the best of his/her knowledge, information, and belief, certifies that this building and building site have been built, renovated or altered in compliance with Title III of the ADA and any other applicable accessibility laws, ordinances or requirements, including, but not limited to, any accessibility laws or requirements regarding the following:

- The appropriate number and distribution of accessible Guestrooms
- Features in accessible Guestrooms
- Parking and exterior accessible routes
- Public entrances and interior accessible routes
- Service counters (if any)
- Public and common restrooms (if any)
- Meeting rooms (if any)
- Food and beverage establishments (if any)
- Swimming pools and fitness centers (if any)

Signature: ____

Name of Franchisee's Principal Correspondent: ____________________________

On behalf of Franchisee business entity: ___________________________________

Date: ____________________

By receiving or accepting this Certification, Franchisor is not confirming that Franchisee and/or Franchisee's property are in compliance with all applicable federal, state, and local accessibility requirements. Per the relevant Franchise Agreement, Franchisee is solely responsible for compliance with all applicable accessibility requirements, including the ADA and the 1991 and/or 2010 ADA Standards for Accessible Design.

EXHIBIT G

FIRE & LIFE SAFETY CERTIFICATION

(to be completed by Franchisee's third-party licensed fire protection engineer, engineer or fire and life safety consultant)♦

In connection with the ____ ____ ____ __________ [NAME AND LOCATION OF HOTEL] (the "Hotel"), I hereby certify to _____________________ [Franchisee] and to LANDINGPLACE FRANCHISING LLC, that:

I have used professionally reasonable efforts to ensure that the Hotel complies with **Franchisor's Fire Protection and Life Safety Standards** in effect as of ________________ [EFFECTIVE DATE OF LICENSE] ; and

In my professional judgment, the Hotel does in fact comply with such standards and the fire protection and life safety systems of the Hotel are operational.

By: _________________________

Print Name:_____________________

Firm: _________________________

Date: _________________________

♦ LANDINGPLACE FRANCHISING LLC may require that this certification be issued by a party that has not participated in the design of the fire protection and life safety systems of the Hotel.

EXHIBIT H
AUTHORITY TO OPEN LETTER

[Date]

[Franchisee name and address]
____
____
Attn: _____________

Re: Authority to Open and Operate the Landingplace Select Hotel located at _________________________ [address] under the Franchise Agreement dated_ ____________ (the "Franchise Agreement") between LANDINGPLACE FRANCHISING LLC ("Franchisor") and _______________________ ("Franchisee")

Dear ___________:

Congratulations! You are authorized and directed to open for business as a LANDINGPLACE SELECT Brand System Hotel at the Location as of ______________[INSERT DATE THAT IS 12 MONTHS AFTER EFFECTIVE DATE OF FRANCHISE AGREEMENT, OR OTHER DATE IF AGREED], which date is the Opening Date.

The number of Guestrooms at the Hotel authorized by Franchisor is __________. The Franchise Agreement prohibits the Franchisee from changing the number of Guestrooms without the prior consent of Franchisor. [The number of Guestrooms at the Hotel has increased by __________Guestrooms since the date of the Franchise Agreement, and Franchisee must pay an expansion fee in the amount of $ ___________. Please send a check payable to LANDINGPLACE FRANCHISING LLC at the address above to the attention of: President.]

[The Hotel has not been completed to Franchisor's specifications. However, based on your agreement to complete the work in Exhibit A (the "work") by the date(s) in that Exhibit, Franchisor is willing to establish the Opening Date as an accommodation to you. The work must be completed to the satisfaction of Franchisor by no later than ________________, or you will be in breach of the Franchise Agreement, which may result in suspending the Hotel from the Reservation System or termination of the Franchise Agreement.]

All terms used and not defined in this Letter have the meanings stated in the Franchise Agreement.

We wish you much success and thank you for your ongoing commitment to Franchisor and our brands.

Respectfully submitted,	AGREED AND ACCEPTED:
FOR FRANCHISOR:	FOR FRANCHISEE:
By:_____________________	By:____________________
Name: __________________	Name:__________________
Title: __________________	Title:__________________

EXHIBIT I

INSURANCE REQUIREMENTS

During the Term, Franchisee will comply with all insurance requirements of any lease or mortgage covering the Hotel, and Franchisor's specifications for insurance as to the amount and type of coverage as may be reasonably specified by Franchisor from time to time in writing or by electronic notice, and will in any event maintain on the Hotel as a minimum, the following insurance underwritten by a reputable insurer approved by Franchisor:

Insurance Coverage	Minimum Coverage Amounts
Broad Form Comprehensive Commercial General Liability. Must not exclude Hotel coverage regarding sexual assault & molestation, and assault & battery.	$1,000,000 per occurrence / $2,000,000 aggregate
Fire and Extended Coverage	Replacement cost of the building and contents
Business Interruption Insurance covering royalties and other sums payable to Franchisor – insuring against 'all risks' of physical loss or damage, and to be endorsed to provide for payments to be made directly to the Franchisor	Amount equal to 12 months of average gross room revenue
Business Automobile Insurance Liability (including hired and non-owned liability)	$1,000,000 combined single limit
Workers' Compensation/Employer's Liability and Employee Insurance	Statutory limits for workers' comp; $500,000 for employer's liability
Builders' and/or Contractor's Insurance – commercial general liability (including product liability, completed operations, contractual liability); business automobile liability insurance	$1,000,000 per occurrence for general liability; $1,000,000 auto liability
Employment practices liability	$500,000 per occurrence
Holder of liquor license – liquor liability	$1,000,000 per occurrence

- If multiple locations are insured on policies containing an aggregate limit, then the aggregate limit must apply on a per location aggregate basis.
- Franchisee will ensure the royalties, Services Contributions and any other sums payable to Franchisor are insured within the Franchisee's business interruption insurance policy. The policy should insure against 'all risks' of physical loss or damage, and be endorsed to provide for payments to be made directly to Franchisor.
- All policies must be written on a fully insured basis. Deductibles or self-insured retentions are subject to Franchisor's approval on an individual basis.

EXHIBIT J

FORM OF CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

NAME OF COVENANTOR: ____

FRANCHISEE NAME: ____

HOME ADDRESS: ____

____

HOME TELEPHONE: ____

CLASSIFICATION: ____

(Employee, Independent Contractor, Etc.)

__________________________ ("Franchisee") is a franchisee of LANDINGPLACE FRANCHISING LLC ("Franchisor") pursuant to a Landingplace Select Franchise Agreement entered into by Franchisee and Franchisor, dated ______________________ (the "Franchise Agreement"), regarding a specific guest lodging property at a specified location (the “Hotel”). The undersigned agrees that, unless otherwise specified, all terms in this Confidentiality Agreement have those meanings ascribed to them in the Franchise Agreement.

The undersigned covenantor (the “Covenantor”) agrees that during the term of the undersigned’s employment by, engagement by, association with or service to Franchisee, or at any time thereafter, the undersigned Covenantor will not communicate, divulge or use for the benefit of any other person, persons, partnership, proprietorship, association, corporation or entity any of the following (“Confidential Information”): any information, knowledge, trade secrets or know-how utilized or embraced by the Brand System and/or imparted to Franchisee or Franchisee’s employees, independent contractors, owners, or agents (including the Franchisee’s Management Company) by Franchisor or any of its affiliates which concerns Franchisee’s or Franchisor’s systems of operation, programs, services, products, guests, practices, materials, books, records, manuals, computer files, databases or software; all programs, products, services, equipment, technologies, techniques, policies, standards, requirements, criteria and procedures that now or in the future are a part of the LANDINGPLACE HOTELS (including LANDINGPLACE SELECT and LANDINGPLACE SUITES) (or successor brand name(s)) systems; the operations manuals and other brand standards (including modifications to same); all pricing paradigms established by Franchisor or Franchisee; all of Franchisor’s and/or Franchisee’s sources (or prospective sources) of supply and all information pertaining to same (including wholesale pricing structures, the contents of sourcing agreements and the identity of suppliers); Franchisor’s specifications, and Franchisee’s final plans, for the construction, build out, design, renovation, décor, equipment, signage, furniture, fixtures and trade dress elements of the Hotel; the identity of, and all information relating to, technology systems; all elements of Franchisor’s recommended staffing, staff training and staff certification policies and procedures; all communications between Franchisor and Franchisee; and, all other information, knowledge and know-how which either Franchisor or its Affiliates, now or in the future, designate as confidential.

Confidential Information will not, however, include information which Franchisee can demonstrate came to its attention before Franchisor or its Affiliates disclosed it to Franchisee (unless illegally or improperly procured by Franchisee before such disclosure) or which, at or after the time of disclosure, has become a part of the public domain through publication or communication by others, but not through any act of Franchisee.

Covenantor will at no time copy, duplicate, record or otherwise reproduce any of the Confidential Information or material containing it, in whole or in part, store them in a computer retrieval or data base, nor otherwise make them available to any unauthorized person. Upon the expiration or other termination for any reason of Covenantor's employment, association, service or ownership participation, Covenantor agrees to return to Franchisor or Franchisee, as the case may be, all Confidential Information or material containing it (in whole or in part) in Covenantor's possession utilized during Covenantor's employment, association, service or ownership participation.

Covenantor acknowledges that violation of the restrictions on the use of Confidential Information contained in this Agreement would result in immediate and irreparable injury to Franchisor and Franchisee for which no adequate remedy at law will be available. Accordingly, Covenantor does hereby consent to the entry of an injunction procured by Franchisor or Franchisee (or both) prohibiting any conduct by Covenantor in violation of the terms of the restrictions on the use of Confidential Information set forth in this Agreement. Further, Covenantor does expressly agree that any claims which Covenantor may have against Franchisor will not constitute a defense to Franchisor's enforcement of the restrictions on the use of Confidential Information set forth in this Agreement. Covenantor further agrees to pay all costs and expenses (including reasonable attorneys' and experts' fees) incurred by Franchisor in connection with the enforcement of those restrictions on the use of Confidential Information set forth in this Agreement.

If all or any portion of this covenant not to use confidential information is held unreasonable, void, vague or illegal by any court or agency having valid jurisdiction in an unappealed final decision to which Franchisee and/or Franchisor is a party, the court or agency will be empowered to revise and/or construe the covenant to fall within permissible legal limits, and should not invalidate the entire covenant. Covenantor expressly agrees to be bound by any lesser covenant subsumed within the terms of this Agreement as if the resulting covenant were separately stated in and made a part of this Agreement.

Covenantor agrees that this Agreement and all relations and disputes between Covenantor on the one hand, and Franchisee or Franchisor on the other hand, whether sounding in contract, tort, or otherwise, are to be exclusively construed in accordance with and/or governed by (as applicable) the law of the State where the Franchisor's principal place of business is then-located (currently, South Carolina) without recourse to such State's (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement would not be enforceable under the laws of the State where the Franchisor's principal place of business is then-located (currently, South Carolina), and if the franchised Hotel is located outside of that State and the provision would be enforceable under the laws of the state in which the franchised Hotel is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Agreement is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant", unfair competition, fiduciary or any other doctrine of law of the State where the Franchisor's principal place of business is then-located (currently, South Carolina) or any other state, which would not otherwise apply.

Covenantor further agrees that any litigation arising out of or related to this Agreement; any breach of this Agreement; and, all relations and any and all disputes between Covenantor on the one hand, and Franchisee or Franchisor on the other hand, whether sounding in contract, tort, or otherwise, will be instituted exclusively in a court of competent jurisdiction in the State where the Franchisor's principal place of business is then-located (currently, South Carolina). I agree that any dispute as to the venue for this litigation will be submitted to and resolved exclusively by a court of competent jurisdiction situated in such State.

The undersigned Covenantor hereby waives and covenants never to assert or claim that said venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of *forum non conveniens*).

____
(Print Name)

____
(Signature)

____
(Date)

EXHIBIT K

GENERAL RELEASE – TRANSFER

GENERAL RELEASE

To all to whom these Presents shall come or may Concern, Know That ______________________ [a corporation / limited liability company organized under the laws of the State of __________] as RELEASOR, in consideration of the consent of LANDINGPLACE FRANCHISING LLC to a Transfer with regard to the Franchise Agreement, dated ____________________, between RELEASOR and LANDINGPLACE FRANCHISING LLC (the "Franchise Agreement"), to ____, and other good and valuable consideration, hereby releases and discharges LANDINGPLACE FRANCHISING LLC as RELEASEE, RELEASEE'S corporate parents, subsidiaries or affiliates and the respective officers, directors, shareholders, agents, attorneys, contractors and employees of each of the foregoing entities (in their corporate and individual capacities), and RELEASEE'S heirs, executors, administrators, successors and assigns, from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASOR, RELEASOR'S heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this RELEASE, including, without limitation, claims arising under federal, state and local laws, rules and ordinances; provided, however, that nothing contained in this release is intended to disclaim or require RELEASOR to waive reliance on any representation that RELEASEE made in the Franchise Disclosure Document that RELEASEE provided to RELEASOR; provided further that all liabilities arising under Indiana Code Sec. 23-2-2.7, the Maryland Franchise Registration and Disclosure Law, and/or and the Washington Franchise Investment Protection Act (RCW 19.100) are excluded from this release, and that all rights enjoyed by RELEASOR under said Franchise Agreement and any causes of action arising in his, her or its favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law, Section 687.4 and 687.5 be satisfied. If RELEASOR is domiciled or has RELEASOR's principal place of business in the State of California, then RELEASOR hereby expressly waives and relinquishes all rights and benefits under Section 1542 of the California Civil Code, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Whenever the text hereof requires, the use of singular number shall include the appropriate plural number as the text of the within instrument may require.

This RELEASE may not be changed orally.

IN WITNESS WHEREOF, the RELEASOR has caused this RELEASE to be executed by a duly authorized officer and its corporate seal (if applicable) to be hereunto affixed on __________________.

RELEASOR

[SEAL]

By____________________________
Name: ____________________________
Title: ____________________________

ACKNOWLEDGMENT FOR BUSINESS ENTITY RELEASOR

STATE OF ________________________

ss.:

COUNTY OF ______________________

On _________________,_____ before me ____,

personally came ___________________, to me known, who, by me duly sworn, did depose and day that deponent resides at ____, that deponent is the ____________ of _______________, the company described in the foregoing RELEASE, and which executed said RELEASE, that deponent knows the seal of the company, that the seal affixed to the RELEASE is the corporate seal, that it was affixed by order of the board of directors or managers of the company; and that deponent signed deponent's name by like order.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public

____

My Commission expires: ________________________________

(NOTARIAL SEAL)

EXHIBIT L

GENERAL RELEASE – SUCCESSOR TERM

GENERAL RELEASE

To all to whom these Presents shall come or may Concern, Know That ______________________ [a corporation / limited liability company organized under the laws of the State of __________] as RELEASOR, in consideration of the consent of LANDINGPLACE FRANCHISING LLC to a Successor Franchise Agreement with regard to the initial Franchise Agreement, which was dated ____________________, between RELEASOR and LANDINGPLACE FRANCHISING LLC (the "Franchise Agreement"), and other good and valuable consideration, hereby releases and discharges LANDINGPLACE FRANCHISING LLC as RELEASEE, RELEASEE'S corporate parents, subsidiaries or affiliates and the respective officers, directors, shareholders, agents, attorneys, contractors and employees of each of the foregoing entities (in their corporate and individual capacities), and RELEASEE'S heirs, executors, administrators, successors and assigns, from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASOR, RELEASOR'S heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this RELEASE, including, without limitation, claims arising under federal, state and local laws, rules and ordinances; provided, however, that nothing contained in this release is intended to disclaim or require RELEASOR to waive reliance on any representation that RELEASEE made in the Franchise Disclosure Document that RELEASEE provided to RELEASOR; provided further that all liabilities arising under Indiana Code Sec. 23-2-2.7, the Maryland Franchise Registration and Disclosure Law, and/or and the Washington Franchise Investment Protection Act (RCW 19.100) are excluded from this release, and that all rights enjoyed by RELEASOR under said Franchise Agreement and any causes of action arising in his, her or its favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law, Section 687.4 and 687.5 be satisfied. If RELEASOR is domiciled or has RELEASOR's principal place of business in the State of California, then RELEASOR hereby expressly waives and relinquishes all rights and benefits under Section 1542 of the California Civil Code, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Whenever the text hereof requires, the use of singular number shall include the appropriate plural number as the text of the within instrument may require.

This RELEASE may not be changed orally.

IN WITNESS WHEREOF, the RELEASOR has caused this RELEASE to be executed by a duly authorized officer and its corporate seal (if applicable) to be hereunto affixed on __________________.

RELEASOR

[SEAL]

By___________________________
Name: ___________________________
Title: ____________________________

ACKNOWLEDGMENT FOR BUSINESS ENTITY RELEASOR

STATE OF ______________________
ss.:
COUNTY OF ____________________

On ________________,_____ before me ____,

personally came __________________, to me known, who, by me duly sworn, did depose and day that deponent resides at ____, that deponent is the ___________ of ______________, the company described in the foregoing RELEASE, and which executed said RELEASE, that deponent knows the seal of the company, that the seal affixed to the RELEASE is the corporate seal, that it was affixed by order of the board of directors or managers of the company; and that deponent signed deponent's name by like order.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public

____

My Commission expires: ______________________________

(NOTARIAL SEAL)

EXHIBIT M

GENERAL RELEASE – TERMINATION WITH REFUND

GENERAL RELEASE

To all to whom these Presents shall come or may Concern, Know That ______________________ [a corporation / limited liability company organized under the laws of the State of __________] as RELEASOR, in consideration of the consent of LANDINGPLACE FRANCHISING LLC to terminate the Franchise Agreement, dated ____________________, between RELEASOR and LANDINGPLACE FRANCHISING LLC (the "Franchise Agreement"), and provide a partial refund of the Initial Franchise Fee in accordance with the Franchise Agreement, and other good and valuable consideration, hereby releases and discharges LANDINGPLACE FRANCHISING LLC as RELEASEE, RELEASEE'S corporate parents, subsidiaries or affiliates and the respective officers, directors, shareholders, agents, attorneys, contractors and employees of each of the foregoing entities (in their corporate and individual capacities), and RELEASEE'S heirs, executors, administrators, successors and assigns, from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASOR, RELEASOR'S heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this RELEASE, including, without limitation, claims arising under federal, state and local laws, rules and ordinances; provided, however, that nothing contained in this release is intended to disclaim or require RELEASOR to waive reliance on any representation that RELEASEE made in the Franchise Disclosure Document that RELEASEE provided to RELEASOR; provided further that all liabilities arising under Indiana Code Sec. 23-2-2.7, the Maryland Franchise Registration and Disclosure Law, and/or and the Washington Franchise Investment Protection Act (RCW 19.100) are excluded from this release, and that all rights enjoyed by RELEASOR under said Franchise Agreement and any causes of action arising in his, her or its favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law, Section 687.4 and 687.5 be satisfied. If RELEASOR is domiciled or has RELEASOR’s principal place of business in the State of California, then RELEASOR hereby expressly waives and relinquishes all rights and benefits under Section 1542 of the California Civil Code, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Whenever the text hereof requires, the use of singular number shall include the appropriate plural number as the text of the within instrument may require.

This RELEASE may not be changed orally.

IN WITNESS WHEREOF, the RELEASOR has caused this RELEASE to be executed by a duly authorized officer and its corporate seal (if applicable) to be hereunto affixed on __________________.

RELEASOR

[SEAL]

By____________________________
Name: ___________________________
Title: ____________________________

ACKNOWLEDGMENT FOR BUSINESS ENTITY RELEASOR

STATE OF ________________________
ss.:
COUNTY OF ______________________

On __________________,_____ before me ____, personally came ____________________, to me known, who, by me duly sworn, did depose and day that deponent resides at ____, that deponent is the ____________ of ________________, the company described in the foregoing RELEASE, and which executed said RELEASE, that deponent knows the seal of the company, that the seal affixed to the RELEASE is the corporate seal, that it was affixed by order of the board of directors or managers of the company; and that deponent signed deponent's name by like order.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public

____

My Commission expires: _________________________________

(NOTARIAL SEAL)

STATE ADDENDA TO LANDINGPLACE FRANCHISING LLC FRANCHISE AGREEMENT

CALIFORNIA ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of California:

1. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. California Business and Professions Code 20000 through 20043 provide rights to the franchisee concerning transfer, termination, or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

4. With respect to franchises sold in California, upon the termination or nonrenewal of a franchise, a franchisor may offset against the amounts owed to a franchisee under Section 20022 of the California Business and Professions Code any amounts owed by the franchisee to the franchisor, provided the franchisee agrees to the amount owed or the franchisor has received a final adjudication of any amounts owed. Such proviso shall apply notwithstanding the Franchisor's general right of set-off referred to in Section 4.10.3 of the Franchise Agreement.

5. With respect to franchises sold in California, a franchisor is prohibited from modifying a franchise agreement, or requiring a general release, in exchange for any assistance related to a declared state or federal emergency.

6. The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

7. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[signature page follows]

Signed:

FRANCHISEE:

If an entity, name of entity:
____

By: ________________________
Name: _____________________
Title: ______________________
Date: ______________________

If an individual:

Signature: __________________
Print name: _________________
Date: _______________________

If an individual:

Signature: __________________
Print name: _________________
Date: _______________________

FRANCHISOR:

LANDINGPLACE FRANCHISING LLC

By: ________________________
Name: _____________________
Title: ______________________
Date: ______________________

[California Addendum to Franchise Agreement]

HAWAII ADDENDUM TO FRANCHISE AGREEMENT

1. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

2. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

Signed:

FRANCHISEE:	FRANCHISOR:
If an entity, name of entity: ____________________________	LANDINGPLACE FRANCHISING LLC
By: _______________________ Name: ____________________ Title: _____________________ Date: _____________________	By: _______________________ Name: ____________________ Title: _____________________ Date: _____________________

If an individual:

Signature: _________________
Print name: ________________
Date: ______________________

If an individual:

Signature: _________________
Print name: ________________
Date: ______________________

ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT

Illinois law governs the Franchise Agreement(s).

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Franchisor reserves the right to establish, identify and service "National, Regional and Institutional Accounts" within your territory. In its sole discretion, Franchisor or its Affiliate(s) may provide products and services to a "National Account" with no compensation paid to you.

This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[Signature page follows.]

Dated:__________________

FRANCHISEE:

If an entity:

____
(Name of Entity)

By:____

Its____
(Title)

____
(Print Name)

If an individual:

____
(Signature)

____
(Print Name)

____
(Signature)

____
(Print Name)

Dated: __________________

LANDINGPLACE FRANCHISING LLC

By:____
Name: _______________________________________
Title: ____

INDIANA ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions will supersede and apply:

1. The laws of the State of Indiana supersede any provisions of the Franchise Agreement or New York law if such provisions are in conflict with Indiana law. The Franchise Agreement will be governed by Indiana law, rather than the law of the state where the Franchisor's principal place of business is then-located (currently South Carolina), as stated in Section 23.1 of the Franchise Agreement ("Governing Law").

2. Venue for litigation will not be limited to the state where the Franchisor's principal place of business is then-located (currently South Carolina), as specified in Section 23.2 of the Franchise Agreement ("Venue").

3. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as a material breach of the franchise agreement, will supersede the provisions of Article 19 of the Franchise Agreement ("Termination") in the State of Indiana to the extent they may be inconsistent with such prohibition.

4. No release language set forth in the Franchise Agreement will relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.

5. Section 23.6 of the Franchise Agreement ("Injunctive Relief") will not apply to franchises offered and sold in the State of Indiana.

6. Section 24.6 of the Franchise Agreement ("Franchisor Withholding Consent") will not apply to franchises offered and sold in the State of Indiana.

7. Section 23.4 of the Franchise Agreement ("Waiver of Jury Trial") is deleted from the Franchise Agreement.

8. Notwithstanding the terms of Section 15 of the Franchise Agreement ("Indemnification"), Franchisee will not be required to indemnify Franchisor and the other Indemnitees for any liability caused by Franchisee's proper reliance on or use of procedures or materials provided by Franchisor or caused by Franchisor's negligence.

9. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

10. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[signature page follows]

Dated:_________________

FRANCHISEE:

If an entity:

____
(Name of Entity)

By:____

Its____
(Title)

____
(Print Name)

If an individual:

____
(Signature)

____
(Print Name)

____
(Signature)

____
(Print Name)

Dated: _______________

LANDINGPLACE FRANCHISING LLC

By:____

Name: ____

Title: ____

[signature page – Indiana Addendum to Franchise Agreement]

MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

The following provisions will supersede anything to the contrary in the Franchise Disclosure Document or Franchise Agreement and will apply to all franchises offered and sold under the laws of the State of Maryland:

1. The following language is added to Sections 3.2.3(7), 4.2, and 17.5.1(b) of the Franchise Agreement: Notwithstanding anything to the contrary herein, pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within three years after the grant of the Franchise.

3. Section 23.2 of the Franchise Agreement ("Venue") requires venue to be limited to the state in which Franchisor's principal place of business is then located (currently, South Carolina). This provision is deleted from all Franchise Agreements for residents of the State of Maryland and/or franchises to be operated in the State of Maryland.

4. The following language is added at the end of Section 24.3 of the Franchise Agreement ("Entire Agreement"): "The previous language is not intended to, nor will it, act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."

5. The following sentence is added at the end of Section 24.5 of the Franchise Agreement ("Amendments"): "This Section is not intended to, nor will it, act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."

6. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. If the franchise agreement or any agreement executed by the franchisee in connection therewith includes any questionnaire to be completed by or acknowledgments to be made by the franchisee that are contrary to the Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgments, adopted on September 18, 2022 by the North American Securities Administrators Association, Inc. (with an effective date of January 1, 2023), then any such questionnaire and/or acknowledgments shall not apply to prospective franchisees who are Maryland residents or who seek to purchase a franchise located in Maryland.

8. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[signature page follows]

Dated:__________________

FRANCHISEE:

If an entity:

____
(Name of Entity)

By:____

Its____
(Title)

____
(Print Name)

If an individual:

____
(Signature)

____
(Print Name)

____
(Signature)

____
(Print Name)

Dated: _________________

LANDINGPLACE FRANCHISING LLC

By:____

Name: ____

Title: ____

[signature page – Maryland Addendum to LP Select Franchise Agreement]

MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions will supersede and apply:

1. The following language will appear at the end of Section 23.2 of the Franchise Agreement ("Venue"):

   "Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction."

2. No release language set forth in the Franchise Agreement will relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota.

3. Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement.

4. Franchisor will protect Franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

5. The fourth sentence of Section 23.6 of the Franchise Agreement ("Injunctive Relief") is amended to read as follows:

   "Franchisee therefore agrees that if it engages in such noncompliance, or unauthorized and/or improper use of the Brand System or Marks, during or after the term of this Agreement, Franchisor and its Affiliates will be entitled to ***seek*** both temporary and permanent injunctive relief against Franchisee from any court of competent jurisdiction, in addition to all other remedies which Franchisor may have at law."

6. The second sentence of the fifth paragraph of Exhibit J (Form of Confidentiality Agreement) to the Franchise Agreement is amended to read as follows:

   "**Accordingly, Covenantor does hereby consent to *Franchisor seeking* the entry of an injunction procured by Franchisor or Franchisee (or both) prohibiting any conduct by Covenantor in violation of the terms of the restrictions on the use of Confidential Information set forth in this Agreement.**"

7. Any claims arising under Minnesota Statutes, Chapter 80C must be brought within three years after the cause of action accrues.

8. Liquidated damages and termination penalty provisions are deleted from Licenses issued in the State of Minnesota.

9. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

10. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[signature page follows]

Dated:__________________

FRANCHISEE:

If an entity:

____
(Name of Entity)

By:____

Its____
(Title)

____
(Print Name)

If an individual:

____
(Signature)

____
(Print Name)

____
(Signature)

____
(Print Name)

Dated: ________________

LANDINGPLACE FRANCHISING LLC

By:____

Name: ____

Title: ____

[signature page – Minnesota Addendum to LP Select Franchise Agreement]

NEW YORK ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document or Franchise Agreement, the following provisions will supersede and apply to all franchises offered and sold under the laws of the State of New York:

1. The following sentence is added to the end of Section 9.2 of the Franchise Agreement ("Modifications of the Brand System and Brand Standards") as follows:

   "Notwithstanding anything in the foregoing or in this Agreement to the contrary: The Brand Standards and any additions, deletions, revisions or Supplements to the Brand Standards are material in that they will affect the operation of the franchised Business, but they will not conflict with or materially alter your rights and obligations under this Agreement or place an excessive economic burden on your operations."

2. Sections 3.2.3(vii), 4.2, 15.1.1(b), and 24.10 of the Franchise Agreement are each amended to include the following language immediately following the requirement that Franchisee execute a General Release:

   "Provided, however, that all rights enjoyed by Franchisee and any causes of action arising in its favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder will remain in force; it being the intent of this proviso that the non-waiver provisions of GBL, Section 687.4 and 687.5 be satisfied."

3. The fourth sentence of Section 23.6 of the Franchise Agreement ("Injunctive Relief") is amended to read as follows:

   "Franchisee therefore agrees that if it engages in such noncompliance, or unauthorized and/or improper use of the Brand System or Marks, during or after the term of this Agreement, Franchisor and its Affiliates will be entitled to ***seek*** both temporary and permanent injunctive relief against Franchisee from any court of competent jurisdiction, in addition to all other remedies which Franchisor may have at law."

4. The second sentence of the fifth paragraph of Exhibit J (Form of Confidentiality Agreement) to the Franchise Agreement is amended to read as follows:

   "**Accordingly, Covenantor does hereby consent to *Franchisor seeking* the entry of an injunction procured by Franchisor or Franchisee (or both) prohibiting any conduct by Covenantor in violation of the terms of the restrictions on the use of Confidential Information set forth in this Agreement.**"

5. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

6. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[Signature page follows]

Dated:_________________

FRANCHISEE:

If an entity:

____
(Name of Entity)

By:____

Its____
(Title)

____
(Print Name)

If an individual:

____
(Signature)

____
(Print Name)

____
(Signature)

____
(Print Name)

Dated: ________________

LANDINGPLACE FRANCHISING LLC

By:____

Name: ____

Title: ____

[signature page – New York Addendum to LP Select Franchise Agreement]

NORTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions will supersede and apply:

1. The laws of the State of North Dakota supersede any provisions of the Franchise Agreement or New York law if such provisions are in conflict with North Dakota law. The Franchise Agreement will be governed by North Dakota law, rather than the law of the state where the Franchisor's principal place of business is then located (currently, South Carolina), as stated in Section 23.1 of the Franchise Agreement ("Governing Law").

2. Any provision in the Franchise Agreement which designates jurisdiction or venue or requires the Franchisee to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted from Franchise Agreements issued in the State of North Dakota. The site of any arbitration will be agreeable to all parties.

3. The State of North Dakota has determined that parties agreeing to the arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business is unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation will be agreeable to all parties and may not be remote from the franchisee's place of business.

4. No release language set forth in the Franchise Agreement will relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of North Dakota.

5. Section 3.2.3(vii) of the Franchise Agreement requires the execution of a general release upon renewal. This requirement is deleted from all Franchise Agreements used in the State of North Dakota.

6. Sections 19.12 ("Franchisor's Rights on Expiration or Termination") and 20.1 ("Payment of Liquidated Damages") of the Franchise Agreement may require franchisees to consent to termination or liquidated damages. This requirement is deleted from all Franchise Agreements used in the State of North Dakota.

7. Covenants restricting competition in the State of North Dakota may be subject to Section 9-08-06 of the North Dakota Century Code. Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota.

8. Section 23.2 of the Franchise Agreement ("Venue") requires that the franchisee consent to the jurisdiction of courts in the state where the Franchisor's principal place of business is then located (currently, South Carolina). This requirement is deleted from all Franchise Agreements used in the State of North Dakota.

9. Section 23.4 of the Franchise Agreement ("Waiver of Jury Trial") requires the franchisee consent to a waiver of trial by jury. This requirement is deleted from all Franchise Agreements used in the State of North Dakota.

10. Liquidated damages and termination penalty provisions are deleted from Licenses issued in the State of North Dakota.

11. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

12. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

13. The State of North Dakota has determined that requiring a franchisee to consent to a limitation of claims to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The limitation of claims period is governed by North Dakota law.

14. The State of North Dakota has determined that requiring a franchisee pay all costs and expenses incurred by the franchisor in enforcing the agreement to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

15. Based on the financial statement of the franchisor and the duties and obligations of the franchisor to furnish goods and/or services to assist its franchisees in establishing and opening their franchised business, the State of North Dakota requires that the franchisor assure financial capability. Accordingly, collection of initial fees due to the franchisor under the Franchise Agreement will be deferred until all initial obligations owed to the franchisee under the Franchise Agreement or other documents have been fulfilled by the franchisor and the franchisee has commenced doing business pursuant to the Franchise Agreement.

[signature page follows]

Dated:_________________

FRANCHISEE:

If an entity:

____
(Name of Entity)

By:____

Its____
(Title)

____
(Print Name)

If an individual:

____
(Signature)

____
(Print Name)

____
(Signature)

____
(Print Name)

Dated: ________________

LANDINGPLACE FRANCHISING LLC

By:____

Name: ____

Title: ____

[signature page – North Dakota Addendum to LP Select Franchise Agreement]

RHODE ISLAND ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions will supersede and apply:

1. Any provision in the Franchise Agreement which designates the governing law as that of any state other than the State of Rhode Island is deleted from Franchise Agreements issued in the State of Rhode Island.

2. Section 19-28.1.-14 of the Rhode Island Franchise Investment Act, as amended by laws of 1993, provides that "a provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

3. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

4. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[Signature page follows.]

Dated:__________________

FRANCHISEE:

If an entity:

____
(Name of Entity)

By:____

Its____
(Title)

____
(Print Name)

If an individual:

____
(Signature)

____
(Print Name)

____
(Signature)

____
(Print Name)

Dated: _________________

LANDINGPLACE FRANCHISING LLC

By:____

Name: ____

Title: ____

[Signature page to Rhode Island Addendum to Franchise Agreement]

VIRGINIA ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions will supersede and apply:

> No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The Virginia Code Sections 13.1-557-574-13.1-564 provide: "It shall be unlawful for a franchisor to cancel a franchise without reasonable cause or to use undue influence to induce a franchisee to surrender any right given to it by any provision contained in the franchise." If any ground for default or termination stated in the License does not constitute "reasonable cause," as that term may be defined in the Virginia Code, that provision may not be enforceable.

This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

Dated:_________________

FRANCHISEE:

If an entity:

____
(Name of Entity)

By:____

Its____
(Title)

____
(Print Name)

If an individual:

____
(Signature)

____
(Print Name)

____
(Signature)

____
(Print Name)

Dated: ________________

LANDINGPLACE FRANCHISING LLC

By:____

Name: _______________________________________

Title: ____

WASHINGTON ADDENDUM TO FRANCHISE AGREEMENT AND RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

16. **Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection

with the franchise.

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. Regarding Section 5.6 (“Capital Reserve”) of the Franchise Agreement, the Franchisor’s discretion shall be exercised in accordance with the good faith requirement in RCW 19.100.180(1).

20. Section 13.1.3 (“Procurement of Executed Confidentiality Agreements”) of the Franchise Agreement, and the Confidentiality Agreement exhibit attached to the Franchise Agreement, are each amended to add that non-parties to the Franchise Agreement are only bound to the confidentiality and non-competition provisions if they execute such Confidentiality and/or Non-Competition Agreement themselves.

[signature page follows]

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this: _________________________________.

FRANCHISOR: LANDINGPLACE FRANCHISING LLC FRANCHISEE: ___________________________

_____________________________ _____________________________
Signature of Franchisor Representative Signature of Franchisee Representative

_____________________________ _____________________________
Title of Franchisor Representative Title of Franchisee Representative

[signature page – Washington Addendum to LP Select Franchise Agreement]

WISCONSIN ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions will supersede and apply:

1. The Wisconsin Fair Dealership Act, Wisconsin Statutes, Chapter 135 will apply to and govern the provisions of the Franchise Agreement.

2. That Act's requirement, including the requirements that, in certain circumstances, a franchisee receives ninety (90) days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances, and sixty (60) days to remedy claimed deficiencies, will supersede the requirements of Article 19 of the Franchise Agreement ("Termination") to the extent they may be inconsistent with the Act's requirements.

Dated:_________________

FRANCHISEE:

If an entity:

____
(Name of Entity)

By:____

Its____
(Title)

____
(Print Name)

If an individual:

____
(Signature)

____
(Print Name)

____
(Signature)

____
(Print Name)

Dated: ________________

LANDINGPLACE FRANCHISING LLC

By:____

Name: _______________________________________

Title: _______________________________________

EXHIBIT C TO FRANCHISE DISCLOSURE DOCUMENT

MASTER TECHNOLOGY SERVICES AGREEMENT

<u>MASTER TECHNOLOGY SERVICES AGREEMENT</u>

This Master Technology Services Agreement (this "**Agreement**") is made and entered into by and between Landingplace Franchising LLC, a Delaware limited liability company ("**Franchisor**") with its principal office at 1050 Fording Island Road, Suite C #1055, Bluffton South Carolina 29910 and ________________________________ ("**Franchisee**"), whose principal address is ____, effective as of the date signed by Franchisor and set forth opposite Franchisor's signature in this Agreement (the "**Effective Date**"). Franchisor and Franchisee are collectively referred to herein as the "**Parties**," and each as a "**Party**."

WHEREAS, Franchisor operates and franchises systems designed to provide distinctive, high quality hotel service as part of the Landingplace Hotels group of brands;

WHEREAS, Franchisor and Franchisee are also parties to that certain Franchise Agreement dated _____________ (the "**Franchise Agreement**"), under which Franchisee operates the Hotel (as defined in the Franchise Agreement) under the Brand System (as defined in the Franchise Agreement);

WHEREAS, Franchisor has entered into agreements with certain external service providers not affiliated with Franchisor (each, a "**Service Provider**") for the provision of Hardware, Software, and Services (each, an "**Enabling Agreement**");

WHEREAS, Franchisor will facilitate Franchisee's access to Service Providers' Hardware, Software, and Services, and Franchisee will pay for, receive, and use such Hardware, Software, and Services in accordance with the terms of this Agreement, the Enabling Agreements, the Franchise Agreement, and any applicable Participation Agreement or Order Form; and

NOW, THEREFORE, in consideration of the premises, and the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Franchisor and Franchisee agree as follows:

1.0 <u>DEFINITIONS.</u>

1.1 <u>Definitions</u>. Capitalized terms used in this Agreement without definition shall have the meanings ascribed to them in **Section 14 (Definitions).**

2.0 <u>LEGAL STRUCTURE.</u>

2.1 <u>Relation to Franchise Agreement</u>. The provisions of this Agreement will be deemed to incorporate (a) the exhibits, schedules, and attachments to this Agreement, and (b) all of the terms, covenants, and conditions contained in the Franchise Agreement, as specified in the following sentence with such modifications as are necessary to make them applicable to this Agreement and the Parties as if fully set out in this Agreement. Such incorporated provisions include the Franchise Agreement's provisions regarding term; proprietary intellectual property rights; notices; indemnification; insurance; compliance with laws; and dispute resolution.

2.2 <u>Order of Priority</u>. In the event of a conflict between: (a) a provision in this

Agreement and a provision in an Order Form, the provision in the Order Form shall prevail; (b) a provision in this Agreement and a provision in the Participation Agreement, the provision in this Agreement shall control; or (c) a provision in this Agreement and a provision in the Franchise Agreement, the provision in this Agreement shall control for purposes of this Agreement only. The foregoing order of priority shall be applied only after construing the applicable provisions to avoid any such conflict and/or to minimize the extent of such conflict.

3.0 SERVICE FRAMEWORK.

3.1 Required Services. Franchisor or one of its Affiliates have entered into or will enter into Enabling Agreements with Service Providers approved by Franchisor to provide certain Hardware, Software, and Services that are mandatory components of Franchisee's technology configuration required for Hotel operations ("**Required Services**"). Franchisor will make available to Franchisee the Required Services as set forth on **Schedule 1 (Required Services)**, pursuant to an Order Form and/or a Participation Agreement. Franchisee is obligated to purchase each of the Required Services. Franchisor and/or its Service Provider may modify Required Services in the ordinary course of technology development, and Franchisor will notify Franchisee of any such material modification. Franchisor reserves the right (i) to change the Service Provider for any Additional Required Service, and (ii) to add, remove, or replace any of the Required Services or the designated vendor(s) for particular Required Services. In addition, Franchisor may, in its business judgment and sole discretion, upon notice to Franchisee, determine that particular services listed on Schedule 1 shall instead be removed therefrom and be procured by Franchisee directly by Franchisee from the designated vendor(s) rather than being arranged via an Enabling Agreement through Franchisor.

3.2 Optional Services. From time to time, Franchisor or one of its Affiliates may enter into an Enabling Agreement with a Service Provider to provide optional Hardware, Software, and Services that are not included in the Required Services ("**Optional Services**"). As determined by Franchisor, Franchisee may receive the benefits of the negotiated terms, conditions, and pricing for the Optional Services obtained by Franchisor in the Enabling Agreements with Service Providers, and may obtain the Optional Services, by entering into an Order Form and/or a Participation Agreement.

3.3 Supplemental Terms. The Required Services and any Optional Services shall be provided subject to and in accordance any supplemental terms of which Franchisor provides Franchise ten (10) days' advance written notice (the "**Supplemental Terms**"). Franchisee acknowledges that the Supplemental Terms shall be based in part upon the terms and conditions contained in the Enabling Agreements negotiated between Franchisor and the Service Providers, and that Franchisee may be required to sign instruments that document Franchisee's consent to Supplemental Terms.

3.4 Services. The Required Services, and such Optional Services as Franchisee may contract to receive, as such services may be in effect from time to time, are collectively referred to herein as the "**Services**."

3.5 New Technologies. From time to time by mutual agreement, Franchisor will enable Franchisee to access to new or enhanced technologies for use at the Hotel under a test, evaluation, pilot, proof of concept, or other temporary use arrangement (collectively, "**Projects**"). Franchisee acknowledges that such Projects will entail the deployment of new technologies still under development, that such technologies are expected to contain bugs, imperfectly functioning features, and other defects inherent in the early stage of Software development, and that tolerating such defects is the cost of adopting and testing new and unproven technologies. Franchisee will provide feedback to Franchisor on such Projects so that the technologies may be further developed, refined, and enhanced to better serve Franchisee and the Franchisor Portfolio Brands. Franchisor may terminate any such Projects upon reasonable notice to Franchisee. FRANCHISOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, FOR THE PROOF OF CONCEPT PROJECTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. THE PROOF OF CONCEPT PROJECTS ARE PROVIDED "AS IS" AND "WHERE IS."

4.0 SERVICE TERMS.

4.1 Right to Use. Franchisee will have the non-exclusive right to access and use the Services in accordance with and subject to this Agreement, the Supplemental Terms, and the Participation Agreements or Order Forms (as applicable).

4.2 Restrictions on Use of Services. Franchisee will use the Services solely for Franchisee's internal business purposes at the Hotel and only as permitted by this Agreement. Franchisee will not:

(a) transmit Services to any third party or third party network, or permit any third party to access or use the Services;

(b) use the Services, or any data derived from the Services, in a service bureau, time-sharing, multiple CPU, or multiple user arrangement;

(c) copy, reproduce, store, sell, assign, pledge, sublicense, convey, transfer, redistribute, transmit, grant other rights in, or permit any unauthorized use of the Services;

(d) prepare derivative works or incorporate the Services, in whole or part, into any other system or work;

(e) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Services, in whole or in part;

(f) bypass or breach any security device or protection used by the Services or access or use the Services other than by an authorized user through the use of his or her own then valid access credentials;

(g) input, upload, transmit, or otherwise provide to or through the Services, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code;

(h) remove, delete, alter, or obscure any trademarks warranties or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Service, including any copy thereof;

(i) access or use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party, or that violates any Applicable Law; or

(j) otherwise access or use the Services beyond the scope of the authorization granted under this Agreement, the Supplemental Terms, and the Participation Agreements or Order Forms (as applicable).

Each of the terms and conditions of this Section will apply to the Services jointly as well as to each Service individually.

4.3 Minimum Configuration. Franchisor will provide Franchisee with a list of Hardware, Software, and network connectivity and configurations required for Franchisee's use of the Services ("**Minimum Configuration**"). Franchisor will update the Minimum Configuration upon notice to Franchisee from time to time as required by evolving technology and security needs. Franchisee is solely responsible for ensuring its Hardware, Software, and network environment meet the requirements of the Minimum Configuration at Franchisee's cost.

4.4 Noncompliance with Minimum Configuration. Franchisee will be solely responsible for any installation and support of any Hardware and/or Software not listed as approved on the Minimum Configuration. No such Hardware and/or Software may be installed on the Franchisor network. Any and all such Hardware and/or Software shall be installed only on the Hotel's operations network. If Franchisor determines that any such Hardware and/or Software is adversely affecting the performance of the Franchisor infrastructure, then Franchisor in its discretion may require such Hardware and/or Software to be removed or disconnected. Franchisor will have no liability related to lost or damaged data of any kind arising from Franchisee's installation and use of such Hardware and/or Software or with respect to any removal or disconnection required by Franchisor.

5.0 FEES, INVOICING, AND PAYMENTS.

5.1 Administrative Fee. Each month, Franchisor or one of its Affiliates will invoice Franchisee the amount of Two Hundred Fifty Dollars ($250) to help to cover the Franchisor's own costs of vetting, arranging and maintaining such vendor relationships for Services for the Brand System (the "**Administrative Fee**") (but not for the Services themselves, which shall be invoiced as provided below). Franchisee will pay the Administrative Fee in accordance with the payment terms set forth in the Franchise Agreement. Franchisor may, upon written notice to Franchisee, increase the Administrative Fee up to an aggregate of no more than $500 per month per Hotel.

5.2 For Required Services. The Service Provider will invoice Franchisee for fees associated with any Required Services in accordance with the corresponding Participation Agreement, or if the Additional Required Service has been contracted through an Order Form, Franchisor or one of its Affiliates will invoice Franchisee for the fees associated with such Additional Required Service in accordance with the Order Form. Franchisee will timely pay any fees due to Service Providers and Franchisor (or its Affiliates) for the Required Services in accordance with the payment terms set forth in the applicable Participation Agreement or the Order Form.

5.3 For Optional Services. The Service Provider, Franchisor, or one of its Affiliates (as applicable) will invoice Franchisee for the fees associated with the Optional Services provided to Franchisee in accordance with the Order Form or Participation Agreement. Franchisee will timely pay the fees due to Service Providers and Franchisor (or its Affiliates) for Optional Services as provided in the applicable Order Form or Participation Agreement.

5.4 Optional Fees and Fee Increases. Franchisee acknowledges that the pricing for Services is based on license, maintenance, and other fees and charges for the Services, and that fees may change (including increases) based on a variety of factors, including (without limitation): (a) the amount of use or number of users of the Services; (b) changes to the fees charged by a Service Provider; and (c) restrictions or other limitations set forth in an Enabling Agreement. Notwithsanding anything to the contrary in this Agreement or the Franchise Agreement, the fees paid to Franchisor or any of its Affiliates for Required Services and Optional Services are subject to revision by Franchisor upon thirty (30) days' notice to Franchisee.

5.5 Taxes. Any and all Taxes resulting from the provision of the Services under this Agreement (except for taxes based solely on the net income of Franchisor and its Affiliates) shall be the responsibility of Franchisee. If Franchisor is required to pay any such Taxes or penalties or interest relating thereto, Franchisor will provide an invoice for such amounts and Franchisee will pay such amounts within thirty (30) days of the date of the invoice.

5.6 Withholding Taxes. If any Service, or any component thereof, is subject to withholding Tax, then Franchisee will withhold and deduct from payments due to Franchisor under the Agreement as required under any local Tax jurisdiction and/or applicable double Tax treaty, and Franchisee shall remit such withholding to the appropriate Tax authority and provide Franchisor with an appropriate Tax certificate/invoice evidencing payment within thirty (30) days of payment. Franchisor and Franchisee shall reasonably cooperate to claim withholding benefits or exemptions available under any applicable double Tax treaty.

6.0 CONFIDENTIAL INFORMATION.

6.1 Confidential Information.

6.1.1 Confidentiality Obligations. From time to time, Franchisor or one of its Affiliates may disclose or make available to Franchisee, whether orally, electronically or in physical form, confidential or proprietary information of or in the possession of Franchisor or the Franchisor Affiliate (including confidential or proprietary information of a third party that is in Franchisor's or the Franchisor Affiliate's possession) in connection with the Services or this Agreement. The term "**Confidential Information**" shall include all information and data which at the time of disclosure either:

(a) is marked as "Confidential" or "Proprietary";

(b) is otherwise reasonably identifiable as the confidential or proprietary information of Franchisor or its Affiliate; or

(c) should reasonably be understood to be confidential or proprietary information of Franchisor or its Affiliate given the nature of the information and the circumstances surrounding its disclosure.

Franchisee shall not disclose any such Confidential Information to any third party without the prior written consent of Franchisor and shall only access and use the Confidential Information as required to and for the limited purpose of performing its obligations under this Agreement, *provided, however*, that Franchisee may disclose Confidential Information to its employees, contractors and professional advisors who need to know such information in order to perform their obligations related to this Agreement and who are contractually bound by confidentiality obligations that are at least as protective as those in this Agreement. Franchisee shall exercise commercially reasonable care and discretion to avoid unauthorized use, disclosure, publication, or dissemination of Confidential Information (which shall be no less than the standard of care used by Franchisee to protect its Confidential Information of a similar nature). For Confidential Information that does not constitute a "trade secret" under Applicable Law, these confidentiality obligations will expire three (3) years after the termination or expiration of this Agreement. For Confidential Information that constitutes a "trade secret" under Applicable Law, these confidentiality obligations will continue until such information ceases to constitute a "trade secret" under such Applicable Law. Franchisee will be responsible for any breach of this Section by Franchisee Agents, Franchisee's Affiliates and/or any third party to whom it or they disclose Confidential Information in accordance with this Section (collectively, "**Recipients**"). Upon the request of Franchisor, Franchisee shall deliver to Franchisor or destroy all copies of Confidential Information. Franchisee agrees to certify in writing to Franchisor that it and each of its Affiliates, Franchisee Agents, and Recipients have performed the foregoing.

6.1.2 Exclusions. Excluding Personal Data, which shall always be deemed to be Confidential Information, the term "Confidential Information" shall not include any information that Franchisee can establish by convincing written evidence:

(a) was independently and lawfully developed by Franchisee without use of or reference to any Confidential Information belonging to or received from Franchisor or one of its Affiliates;

(b) was lawfully acquired by Franchisee from a third party having the legal, unconditional right to furnish same to Franchisee; or

(c) was at the time in question (whether at disclosure or thereafter) generally known by or available to the public (through no fault of Franchisee).

6.1.3 Required Disclosures. These confidentiality obligations will not restrict any disclosure required by Law, *provided that* Franchisee shall give prompt notice to Franchisor of any such legal requirement and reasonably cooperate with Franchisor at Franchisor's request and expense to resist such legal requirement or to obtain a protective order.

7.0 SECURITY PRACTICES.

7.1 Franchisee understands that Franchisor and its Affiliates will have access to certain reports and information relating to the Hotel and generated through the use of the Services, including information relating to revenues, room occupancy, and availability, as well as Personal Data. Franchisee and the Hotel shall, and Franchisee shall cause Franchisee Agents to, comply with:

(a) all Applicable Laws, including Applicable Laws related to data security, breach notification, and data privacy and contractual obligations, and any requirements of the credit card processing industry, including PCI DSS and any successor standard,

(b) all Brand Standards, and

(c) all Franchisor policies, requirements, and requests concerning access to any Service, network connectivity, and transmission of data and reports to Franchisor and its Affiliates.

Franchisee shall be responsible for ensuring adequate security and backup procedures to avoid unauthorized access to, use of, or inadvertent loss of data and shall, in its discretion, determine appropriate security, which shall be no less than the standard of care in the industry. Without limiting Franchisee's obligations set forth in subparts (a)-(c) above, Franchisee will comply with any additional security and data protection practice requirements that Franchisor will provide to Franchisee in writing, which may be updated from time to time (collectively, the "**Security Practices**"). Franchisor may, in its sole discretion, amend the Security Practices at any time without prior notice (each, an "**Update**"). A Update may include additional terms and conditions, including the additional obligations of Franchisee. Franchisee will comply with any Update within thirty (30) days following the date of the Update and will comply with any changes to Applicable Laws, contractual obligations, and industry requirements (including PCI DSS and any successor standard) within the time period provided by such Law or industry requirement.

8.0 PRIVACY AND DATA PROTECTION.

8.1 Applicability. Unless otherwise stated in the Supplemental Terms, Participation Agreement, or Order Form, the following privacy and data protection terms will apply to all Services.

8.1.1 Franchisor Personal Data. Subject to the provisions of Applicable Law, including Privacy Laws, as between Franchisee and Franchisor, all Franchisor Personal Data is the property of Franchisor, and Franchisor shall have the right to use and transfer such data on a worldwide basis during and after the effectiveness of this Agreement.

8.1.2 Franchisee Personal Data. To the extent Franchisee transfers Franchisee Personal Data or Guest Data to Franchisor, its Affiliates, or the Franchisor guest reservations system, such data forms part of the Franchisor Personal Data, and Franchisor may use such data as permitted by applicable law. To the extent that Franchisee provides data to Franchisor other than Personal Data or Guest Data, Franchisee hereby grants to Franchisor and its Affiliates a non-exclusive, worldwide, perpetual and royalty-free license to use (including the right to sublicense) such data free of charge, including the right to transfer such data across national borders and to transfer it to third parties. Franchisee represents, warrants, and covenants that any Franchisee Personal Data transferred to Franchisor or its Affiliates for the purposes of this Agreement has been collected, retained, used, and transmitted in compliance with applicable Privacy Laws.

8.1.3 Transfer of Franchisor Personal Data. To the extent Franchisor (and/or its Affiliates) transfers Franchisor Personal Data to Franchisee:

(i) Franchisor Personal Data (excluding Franchisor Marketing Data) that is transferred to Franchisee for inclusion in the Hotel's property management system and for the purpose of fulfilling the guest's reservation request forms part of the Franchisee Personal Data and may be used by Franchisee during and after the term of this Agreement for the purposes of operating the Hotel and in accordance with the restrictions and other terms of this Agreement;

(ii) Franchisee shall have no right to use the Franchisor Marketing Data except for the purpose of participating in and providing services to any Loyalty Program during the effectiveness of this Agreement;

(iii) Franchisee must remove, or Franchisor and its Affiliates shall have the right, at Franchisee's cost, to remove all Franchisor Marketing Data from the Hotel's property management system and other Hotel records upon expiration or termination of this Agreement;

(iv) Franchisee shall retain, use, and transmit (and cause any agent or representative of Franchisee that manages the Hotel after the termination of this Agreement to retain, use, and transmit) such Franchisor Personal Data only (a) in accordance with all Privacy Laws, and (b) to the extent permitted pursuant to any consents obtained from the relevant guests, employees, or other individuals (the parties acknowledging that Franchisor provides no warranty or guaranty regarding any such consents);

(v) Franchisee shall not sell or transfer any Franchisor Personal Data including to any Affiliate or other hotel of Franchisee and will not combine Franchisor Personal Data with the Personal Data of any other hotel brand, company, or operator; and

(vi) Franchisee may not use Franchisor Personal Data for any marketing purpose.

8.1.4 Operating Data and Guest Data. If Guest Data is not also Franchisor Personal Data, then Operating Data and Guest Data may be used by Franchisor for its business purposes, including for company and industry reporting purposes. Franchisee agrees that any Operating Data and any Guest Data provided by it pursuant to this Agreement, as well as any other reports, data, information, or material provided to Franchisor pursuant to or in connection with this Agreement, shall be true and correct and not misleading and shall comply with all standards, policies, and requirements of Franchisor with respect to privacy and security of Operating Data and Guest Data of the Hotel. Franchisee acknowledges and agrees that Franchisor and Franchisor Affiliates will retrieve Operating Data, Guest Data, and Franchisee Personal Data through the Franchisor reservation system and other relevant systems.

8.1.5 Privacy Laws. Franchisee will:

(i) comply with all applicable Privacy Laws;

(ii) comply with all of requirements regarding data protection as Franchisor or one of its Affiliates may communicate to Franchisee from time to time;

(iii) refrain from any action or inaction that could cause Franchisor or its Affiliates to breach any of the Privacy Laws;

(iv) do and execute, or arrange to be done and executed, each act, document, and thing necessary or desirable to keep Franchisor and its Affiliates in compliance with any of the Privacy Laws;

(v) in addition to Franchisee's indemnity and reimbursement obligations arising under the Franchise Agreement or otherwise, indemnify and reimburse Franchisor for any and all costs and liabilities incurred in connection with the breach by Franchisee of such Privacy Laws;

(vi) immediately report to Franchisor the theft or loss of Guest Data or any analogous term defined by Privacy Laws; and

(vii) permit Franchisor and its Affiliates to use any data or other information concerning Franchisee, its Affiliates and/or the Hotel in connection with the establishment and operation of Franchisor Portfolio Brand system hotels by Franchisor and its Affiliates.

8.1.6 Use of Franchisor Personal Data. If Franchisor provides Franchisor Personal Data to Franchisee (i) for the purpose of performing a service on behalf of Franchisor, or (ii) at the direction of the consumer, then the following restrictions shall apply to Franchisee's use of Franchisor Personal Data. Franchisee shall not:

(i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Franchisor Personal Data;

(ii) retain, use, and disclose Franchisor Personal Data for any purpose other than fulfilling the purpose for which it was provided; or

(iii) retain, use, or disclose Franchisor Personal Data outside of the direct business relationship between Franchisor and Franchisee.

If Franchisor provides Franchisor Personal Data to Franchisee, Franchisee certifies that it understands and will comply with the restrictions and obligations under any Applicable Laws on such Franchisor Personal Data. If Franchisor has provided Franchisor Personal Data to Franchisee for the purpose of Franchisee providing a service on behalf of Franchisor, upon Franchisor's request, Franchisee shall, with respect to such data, (i) provide reasonable assistance to Franchisor in complying with any request from a person to exercise rights under any applicable Privacy Law, and (ii) where instructed by Franchisor and as required by applicable Privacy Law, Franchisee shall delete Franchisor Personal Data that it maintains.

8.2 Required Services. Privacy and data protection terms for Required Services are stated in the applicable Participation Agreement, Order Form, or Supplemental Terms.

9.0 REPRESENTATIONS, WARRANTIES AND COVENANTS.

9.1 By Franchisee.

9.1.1 Access and Use of Services. Franchisee will access and use each Service only in accordance with this Agreement, the Supplemental Terms and, if applicable, the Participation Agreement or Order Form.

9.1.2 Compliance with Applicable Laws. Franchisee will comply with (i) all Applicable Laws applicable to Franchisee and the Services and (ii) the policies, requirements, and procedures of Franchisor that are made available to Franchisee from time to time.

9.1.3 Franchisee Responsibilities. Franchisee will, and will cause the Franchisee Agents to:

(a) test the Services in Franchisee's environment before use;

(b) ensure that Franchisee's personnel are using the Services correctly;

(c) enter information into the Services accurately and completely;

(d) present information displayed by the Services accurately; and

(e) report any actual or suspected Software errors or Service failures discovered in the course of using any Service to Franchisor and the applicable Service Provider.

9.2 Franchisor Disclaimer. Franchisor is not the licensor or provider of any of the Services made available to Franchisee hereunder and offers no warranties on any Services. In agreeing to the Supplemental Terms or Participation Agreement (as applicable), Franchisee is relying solely on the Service Provider's warranties, if any, expressly passed through to Franchisee under such Supplemental Terms or Participation Agreement. FRANCHISOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, FOR THE SERVICES, NETWORK CONNECTIVITY, AVAILABILITY, SOFTWARE, HARDWARE, OR SYSTEMS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR ANY PASS-THROUGH WARRANTY MADE BY A SERVICE PROVIDER OF SERVICES, ALL SERVICES, AND ALL SUPPORT MATERIALS AND

OTHER DATA, SOFTWARE OR OTHER ITEMS MADE AVAILABLE BY A SERVICE PROVIDER OF SERVICES, ARE PROVIDED "AS IS" AND "WHERE IS".

10.0 TERMINATION.

10.1 Termination for Convenience. Franchisor may terminate this Agreement, in whole or part, upon ninety (90) days' prior written notice to Franchisee, without any liability to Franchisee.

10.2 Termination for Cause.

10.2.1 If Franchisee defaults in the performance of any of its obligations under this Agreement and Franchisee does not cure such default within sixty (60) days after receipt of a written notice of default from Franchisor, then Franchisor may terminate this Agreement, in whole or in part, as of the termination date specified in such written notice.

10.2.2 If Franchisee breaches **Section 6 (Confidential Information)** or **Section 7 (Security Practices)** or defaults in the performance of any non-monetary obligation under this Agreement that is incapable of being cured within sixty (60) days, then Franchisor may terminate this Agreement, in whole or in part, immediately upon written notice to Franchisee as of the termination date specified in the notice, without any right to cure.

10.2.3 If Franchisee breaches the Franchise Agreement, and fails to cure such default within ten (10) days after receipt of a notice of default from Franchisor or one of its Affiliates, then Franchisor may terminate this Agreement, in whole or in part, immediately upon written notice to Franchisee as of the termination date specified in the notice, without any right to cure.

10.2.4 If Franchisee voluntarily or involuntarily discontinues the operation of its Hotel under the Franchise Agreement, then Franchisor may terminate this Agreement, in whole or in part, immediately upon written notice to Franchisee as of the termination date specified in the notice, without any right to cure.

10.2.5 If Franchisee is in default of any of its obligations to Franchisor with respect to any Service, then Franchisor may terminate this Agreement, in whole or in part, immediately upon written notice to Franchisee as of the termination date specified in the notice, without any right to cure.

10.2.6 If Franchisee fails to pay an invoice or other amount owed under this Agreement when due and does not cure such failure within ten (10) days after receipt of a notice of overdue payment from Franchisor, then Franchisor may terminate this Agreement upon written notice to Franchisee as of the termination date specified in the notice.

10.3 Termination or Expiration of the Franchise Agreement. If the Franchise Agreement terminates or expires, then this Agreement shall automatically terminate.

10.4 Termination of a Participation Agreement. The termination of any Participation Agreement pursuant to its terms will not alone cause, or be interpreted as causing, termination of this Agreement.

10.5 Termination for Franchisee Bankruptcy Event. Franchisor may terminate this Agreement, in whole or in part, immediately upon written notice to Franchisee in the event that Franchisee: (a) files a petition in bankruptcy for liquidation, (b) has an involuntary petition in bankruptcy filed against it which is not challenged within ten (10) days and dismissed within thirty (30) days, (c) becomes insolvent, (d) makes a general assignment for the benefit of creditors, (e) is unable to pay its debts as they mature, (f) has a receiver appointed for its assets, (g) has any significant portion of its assets attached, (h) receives a "going concern" explanation or qualification from its external auditor, or (i) experiences a material negative change in its net assets (*i.e.*, total assets minus total liabilities).

10.6 Other Remedies. If any of the above events set forth in **Section 10.1** through **Section 10.5** occurs, then Franchisor may, in addition to or in lieu of exercising its termination or other, legal, equitable, or contractual rights, limit, reduce, suspend, or terminate Franchisee's use of or access to any or all of the Services.

11.0 DAMAGES.

11.1 IN NO EVENT SHALL FRANCHISOR OR ANY OF ITS AFFILIATES BE LIABLE FOR THE FOLLOWING, REGARDLESS OF CAUSATION: INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING LOST BUSINESS, LOST PROFITS, INTEREST, PENALTIES OR ASSESSMENTS IMPOSED UNDER APPLICABLE LAWS OR OTHERWISE, THIRD PARTY CLAIMS BY AFFILIATES, PARTNERS OR CUSTOMERS OF FRANCHISEE OR OTHERWISE, OR DAMAGES WITH RESPECT TO WHICH FRANCHISEE CONTRIBUTED OR ACTED AS AN INTERVENING CAUSE, WHETHER FORESEEABLE OR NOT, EVEN IF FRANCHISOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 Neither Franchisor nor any of its Affiliates shall be liable for any loss, cost, expense (including attorney fees), liability, damage, or claim (including strict liability in tort) (a) related to or arising from the Services; or (b) for the selection, quality, condition, merchantability, suitability, fitness, operation, installation, repair, adjustment, or performance of the Services or the adequacy, quality, delay or suitability of the maintenance or support services provided by a third party pursuant to this Agreement or for any interruption or loss of service or use of network connectivity or the Software. Any such liability shall rest solely with the applicable Service Provider of the Service to Franchisor and the Hotel.

12.0 AUDITS. Throughout the term of this Agreement and for a period of two years following any expiration or termination of this Agreement, Franchisor or its designated representative may enter upon the premises of the Hotel during regular business hours upon no less than twenty-four (24) hours' notice to (i) audit and review Franchisee's use of the Services; (ii) verify compliance with this Agreement and the Enabling Agreements; and (iii) ensure compliance with Law and Security Practices. Franchisee will cooperate with any such activity at Franchisee's expense. Any fees or amounts determined to be due, or any remedial action to be undertaken, as a result of Franchisee's audited use of the Services or Security Practices not in compliance with this Agreement shall be the sole responsibility of Franchisee. Nothing in this

Section shall be deemed to limit Franchisor's rights to perform monitoring of the Services at any time.

13.0 MISCELLANEOUS PROVISIONS.

13.1 Survival. **Sections 8 (Privacy and Data Protection), 9 (Confidential Information), 11 (Damages), 12 (Audits),** and **13 (Miscellaneous)** and **14 (Definitions)** shall survive the expiration or termination of this Agreement.

13.2 Schedules, Attachments. All schedules, attachments or addenda hereto are incorporated herein by this reference. Any reference to this Agreement or the Franchise Agreement includes any schedules, attachments, exhibits, or addenda thereto, and any amendments thereof.

13.3 Headings. The headings and titles of the articles and sections hereof are inserted for convenience only and shall not affect the construction or interpretation of any provision.

13.4 Non-Exclusive Listings. Each occurrence of the words "include," "includes", and "including" in this Agreement shall be deemed to be followed by the phrase "without limitation".

13.5 Severability. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the minimum extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

13.6 Franchisee Agents. Franchisee will cause all Franchisee Agents to comply with the terms and conditions of this Agreement. Franchisee will be responsible for the acts and omissions of the Franchisee Agents, including any failure by a Franchisee Agent to comply with this Agreement.

13.7 Third Party Beneficiaries. This Agreement does not create any duties to or in persons or entities other than the Parties to this Agreement. No third party beneficiaries are intended or implied, and no parties other than Franchisor, its Affiliates, or Franchisee may file suit or otherwise recover damages for breach of any of the provisions of this Agreement.

13.8 Governing Law. This Agreement and the rights and obligations of the Parties under this Agreement shall be governed by and construed in accordance with the governing Law specified in the Franchise Agreement, without giving effect to the principles thereof relating to the conflicts of Applicable Laws.

13.9 No Waiver. No delay or omission by either Party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be signed by the Party waiving its rights.

13.10 Assignment. Neither this Agreement nor any right or interest herein is assignable or transferable by Franchisee. Franchisor and its assignees shall have the right to assign or transfer this Agreement or any of Franchisor's rights, duties, or obligations hereunder, in whole or in part, to any person or legal entity without requirement of prior notice to, or consent of, Franchisee. This Agreement shall be binding on the Parties and their respective successors and permitted assigns.

13.11 Force Majeure. Franchisor is not liable for failing to fulfill any of its obligations under this Agreement due to acts of God, acts of war, epidemic, failure of utility or communications infrastructure beyond that which would be avoided by reasonable use of back-up electricity supplies, or other causes beyond Franchisor's reasonable control.

13.12 Entire Agreement. This Agreement represents the entire agreement between the Parties with respect to its subject matter and supersedes all prior discussions and agreements between the Parties with respect to such subject matter, provided that this Agreement is subject to the Franchise Agreement.

13.13 Amendments. No amendment to, or change, waiver or discharge of, any provision of this Agreement shall be valid unless in writing and signed by authorized representaties of both Parties.

13.14 Counterparts. This Agreement may be executed in one or more identical counterparts, each of which shall be deemed an original, and which together shall constitute one and the same Agreement.

14.0 DEFINITIONS. The following capitalized terms used in this Agreement shall have the respective meanings specified below:

14.1 "**Administrative Fee**" shall have the meaning set forth in Section 5.1.

14.2 "**Affiliate**" shall have the meaning set forth in the Franchise Agreement.

14.3 "**Applicable Law**" shall have the meaning set forth in the Franchise Agreement.

14.4 "**Agreement**" shall have the meaning set forth in the Preamble.

14.5 "**Brand Standards**" shall have the meaning set forth in the Franchise Agreement.

14.6 "**Confidential Information**" shall have the meaning set forth in **Section 6.1.1**.

14.7 "**Control**" shall have the meaning set forth in the Franchise Agreement.

14.8 "**Enabling Agreement**" shall have the meaning set forth in the Recitals.

14.9 "**Franchise Agreement**" shall have the meaning set forth in the Recitals.

14.10 “**Franchisee”** shall have the meaning set forth in the Preamble.

14.11 “**Franchisee Agents**” means the employees, contractors, suppliers, subcontractors, and representatives of Franchisee.

14.12 “**Franchisee Personal Data**” means any Personal Data (excluding any Franchisor Marketing Data) that is held and processed locally at the Hotel, including (i) data contained in the Hotel’s property management system, and (ii) Personal Data relating to Hotel employees.

14.13 “**Franchisor Portfolio Brand**” means any brand owned, controlled, or under the direction of Franchisor or any of its Affiliates, as they may be added to, deleted from, or changed from time to time.

14.14 “**Guest Data**” means Personal Data of Hotel guests and other Hotel customers, including their preferences and related information. Guest Data may be Franchisor Personal Data, Franchisee Personal Data, or both.

14.15 “**Hardware**” means computers, input and output devices, expansion cards, storage devices (including hard drives and installed and removable flash memory), portable computer and communications devices, other telecommunications devices, cables, wireless interfaces, and other computer peripherals.

14.16 “**Hotel**” shall have the meaning set forth in the Preamble.

14.17 “**Loyalty Programs**” shall have the meaning set forth in the Franchise Agreement.

14.18 “**Minimum Configuration**” shall have the meaning set forth in **Section 4.3**.

14.19 “**Franchisor**” shall have the meaning set forth in the Preamble.

14.20 “**Franchisor Marketing Data**” shall have the meaning set forth in the Franchise Agreement.

14.21 “**Franchisor Personal Data**” shall have the meaning set forth in the Franchise Agreement.

14.22 “**Operating Data**” means all information concerning gross rooms revenue and gross revenue, other revenues generated at the Hotel, guestroom occupancy rates, reservation data, and other information required by Franchisor or one of its Affiliates that may be useful (in the sole business judgment of Franchisor or any such Affiliate) in connection with marketing, reservations, and guest loyalty and satisfaction, and other functions, purposes, or requirements of Franchisor and its Affiliates.

14.23 “**Optional Services**” shall have the meaning set forth in **Section 3.2**.

14.24 “**Order Form**” means a binding contract created through an Franchisor-approved order form submitted to Franchisor or an order through Franchisor’s online portal, as such form or portal may be changed by Franchisor from time to time, for Services and/or Hardware to be governed by this Agreement. The submitted order form or order placed through the portal, once accepted by Franchisor, forms the binding contract and becomes part of this Agreement.

14.25 “**Participation Agreement**” means a joinder, subscription, or participation agreement executed between Franchisee and a Service Provider to establish terms governing Hardware, Software, or Services provided by the Service Provider to Franchisee in connection with an Enabling Agreement.

14.26 “**Party**” and “**Parties**” have the meaning set forth in the Preamble.

14.27 “**Person**” shall have the meaning set forth in the Franchise Agreement.

14.28 “**Personal Data**” shall have the meaning set forth in the Franchise Agreement.

14.29 “**Privacy Laws**” means (a) the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA); (b) Gramm-Leach-Bliley Act of 1999, as amended (GLB); (c) all Applicable Laws and non-governmental standards protecting Personal Data (including Payment Card Industry Data Security Standard (PCI-DSS) and Payment Application Data Security Standard (PA-DSS)) in effect from time to time; (d) all Applicable Laws concerning the protection, transport, storage, use and processing of data (including the General Data Protection Regulation ((EU) 2016/679), as amended (“GDPR”) and any national implementing Applicable Laws, regulations and secondary legislation, as amended from time to time, and any successor legislation to the GDPR in effect from time to time); and (e) all Applicable Laws in effect from time to time similar to those Applicable Laws listed in subsections (a) through (d) above or otherwise governing the transmission, storage, distribution, sale, or other use of Personal Data.

14.30 “**Projects**” shall have the meaning set forth in **Section 3.5**.

14.31 “**Required Services**” shall have the meaning set forth in Section 3.1.

14.32 “**Services**” shall have the meaning set forth in **Section 3.4.**

14.33 “**Software**” means utilities, operating systems, scripts, applications, system updates, add-ons, or other materials that can be installed on or used in connection with Hardware, whether in binary machine code or human-readable source code form.

14.34 “**Supplemental Terms**” shall have the meaning set forth in **Section 3.3**.

14.35 “**Taxes**” shall have the meaning set forth in the Franchise Agreement.

Signature page follows.

IN WITNESS WHEREOF, Franchisor and Franchisee have entered into this Agreement effective as of the Effective Date.

FRANCHISOR:	**FRANCHISEE:**
LANDINGPLACE FRANCHISING LLC	**[FRANCHISEE]**
By:__________________________________	By:__________________________________
Name:________________________________	Name:________________________________
Title:_________________________________	Title:_________________________________

Electronic Signature Acknowledgement

This Agreement may, at Franchisor's option, be executed via electronic signature. In such event, Franchisee acknowledges that conducting this transaction using electronic means is optional and not a condition to executing this Agreement. By electronically signing this paragraph, Franchisee agrees to conduct this transaction using electronic means, which includes electronic communications and the execution of the Agreement using an electronic signature. Franchisee further agrees that the Parties' electronic signatures are valid and create a binding and enforceable agreement. If Franchisee does not agree to conduct the transaction electronically and does not agree to execute the Agreement using an electronic signature, Franchisee must promptly notify Franchisor and Franchisor will provide Franchisee with a non-electronic Agreement.

Franchisee Signature (or Initials): _____________________

Schedule 1
Required Services

Property Management System (including services related to deployment, installation and support)

Reservations System.

Revenue Management System.

Content Management System.

Guest Relations System.

Loyalty Program.

In-Room Entertainment System.

RFP System.

Booking Engine.

Hotel Opening Consulting Services Related to Technology

EXHIBIT D TO FRANCHISE DISCLOSURE DOCUMENT

AGENTS FOR SERVICE OF PROCESS

EXHIBIT D
AGENTS FOR SERVICE OF PROCESS

If a state is not listed below, the Franchisor has not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed below in which Franchisor has appointed an agent for service of process.

There may also be additional agents appointed in some of the states listed below.

CALIFORNIA

California Commissioner of the
Department of Financial
Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013-2344

CONNECTICUT

The Banking Commissioner
The Department of Banking,
Securities and Business Investment Division
260 Constitution Plaza
Hartford, CT 06103-1800
(860) 240-8299

HAWAII

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs, Business Registration Division,
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

ILLINOIS

Attorney General of the State of Illinois
500 South Second Street
Springfield, Illinois 62706

INDIANA

Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204

MARYLAND

Maryland Securities Commissioner
200 St. Paul Place
Baltimore, Maryland 21202-2020

MICHIGAN

Michigan Department of Commerce
Corporations and Securities Bureau
6586 Mercantile Way
Lansing, Michigan 48909

MINNESOTA

Commissioner of Commerce
Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101-2198

NEW YORK

Secretary of State of the State of New York
99 Washington Avenue
Albany, New York 12231

NORTH DAKOTA

Insurance Commissioner, State of North Dakota Insurance & Securities Department
600 East Boulevard Avenue
Bismarck, North Dakota 58505-0510
701-328-2910

RHODE ISLAND

Director of Department of Business Regulation
1511 Pontiac Avenue
John O. Pastore Complex – Building 69-1
Cranston, Rhode Island 02920

SOUTH CAROLINA

Registered Agents Inc.
6650 Rivers Ave. Suite 100
Charleston, SC 29406
Authorized Individual on behalf of the Registered Agent: David Roberts

SOUTH DAKOTA

Department of Labor and Regulation
Division of Insurance
Securities Regulation
124 S Euclid, Suite 104
Pierre, South Dakota 57501

VIRGINIA

Clerk, Virginia State Corporation Commission
1300 East Main Street
Richmond, Virginia 23219
804-371-9733

WASHINGTON

Director of Financial Institutions
Department of Financial Institutions
150 Israel Rd. SW
Tumwater, WA 98501

WISCONSIN

Administrator, Division of Securities
Department of Financial Institutions
201 W. Washington Avenue – Third Fl.
Madison, Wisconsin 53703

EXHIBIT E TO FRANCHISE DISCLOSURE DOCUMENT

STATE FRANCHISE ADMINISTRATORS

STATE FRANCHISE ADMINISTRATORS

CALIFORNIA
California Commissioner of the
Department of Financial
Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013-2344
(866) 275-2677

CONNECTICUT
The Banking Commissioner
The Department of Banking,
Securities and Business Investment Division
260 Constitution Plaza
Hartford, CT 06103-1800
(860) 240-8299

HAWAII
Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs, Business Registration Division,
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

ILLINOIS
Chief – Franchise Bureau
Office of Attorney General
State of Illinois
500 South Second Street
Springfield, Illinois 62706

INDIANA
Franchise Section
Indiana Securities Commission
302 West Washington Street, Room E-111
Indianapolis, Indiana 46204

MARYLAND
Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2020

MICHIGAN
Consumer Oversight Division
Antitrust and Franchise Unit
Michigan Department of Attorney General
670 Williams Building
525 W. Ottawa Street
Lansing, Michigan 48913

MINNESOTA
Minnesota Department of Commerce
Securities-Franchise Registration
85 7th Place East, Suite 280
St. Paul, Minnesota 55101-2198

NEW YORK
New York State Department of Law
Investor Protection Bureau
28 Liberty St. 21st Fl.
New York, New York 10005
212-416-8236

NORTH DAKOTA
North Dakota Insurance & Securities Department
600 East Boulevard Avenue,
Bismarck, North Dakota 58505-0510
701-328-2910

RHODE ISLAND
Division of Securities
1511 Pontiac Avenue
John O. Pastore Complex – Building 69-1
Cranston, Rhode Island 02920

SOUTH DAKOTA
Department of Labor and Regulation
Division of Insurance
Securities Regulation
124 S Euclid, Suite 104
Pierre, South Dakota 57501

VIRGINIA
State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219
804-371-9051

WASHINGTON

Securities Division
Department of Financial Institutions
P.O. Box 41200
Olympia, WA 98504-1200
360-902-8760

WISCONSIN

Securities and Franchise Registration
Wisconsin Securities Commission
201 W. Washington Avenue – Third Fl.
Madison, Wisconsin 53703

EXHIBIT F TO FRANCHISE DISCLOSURE DOCUMENT

LIST OF FRANCHISEES

[None.]

EXHIBIT G TO FRANCHISE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

Landingplace Franchising, LLC

Independent Auditor's Report
And
Balance Sheet Statement
July 01, 2025

<u>Table of Contents</u>

Metwally CPA PLLC
CERTIFIED PUBLIC ACCOUNTANT
2901 Corporate Cir, Flower Mound, Texas 75028
Cell: 214-200-5434 (Mohamed Metwally) Mmetwally@metwallycpa.com

Independent Auditor's Report

To the members of
Landingplace Franchising, LLC

Opinion

We have audited the accompanying balance sheet of Landingplace Franchising, LLC (the Company) as of July 01, 2025, and the related notes to the financial statement.

In our opinion, the financial statement referred to above presents fairly, in all material respects, the financial position of Landingplace Franchising, LLC as of July 01, 2025, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statement section of our report. We are required to be independent of Landingplace Franchising, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statement

Management is responsible for the preparation and fair presentation of the financial statement in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statement that are free from material misstatement, whether due to fraud or error.
In preparing the financial statement, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Landingplace Franchising, LLC's ability to continue as a going concern within one year after the date that the financial statement is available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statement

Our objectives are to obtain reasonable assurance about whether the financial statement as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statement.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statement, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statement.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Landingplace Franchising, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statement.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, which raise substantial doubt about Landingplace Franchising, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Metwally CPA PLLC

Metwally CPA PLLC
Flower Mound, Texas
July 14, 2025

Landingplace Franchising, LLC
Balance Sheet
July 01, 2025

Assets	
Current Assets	
Cash and cash equivalents	$ 390,000
Total Current Assets	**$390,000**
Liabilities and Members' Equity	
Total Liabilities	**$ 0**
Members' equity	390,000
Total Liabilities and Members' Equity	**$390,000**

The accompanying notes are an integral part of the financial statement.

Landingplace Franchising, LLC
Notes to Financial Statement
July 01, 2025

1. COMPANY AND DESCRIPTION OF BUSINESS

Landingplace Franchising, LLC (the Company) was established in the state of Delaware on June 20, 2025, for the purpose of offering franchise opportunities to entrepreneurs who want to own and operate their business as a franchise. The Company provide the qualified individual the rights to operate a business that provides hotel services for an extended stay, a spontaneous getaway, or a quick business trip.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies is presented to assist the reader in understanding and evaluating the Company's financial statement. The financial statement and notes are representations of the Company's management, which is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statement.

A. Basis of Accounting

The financial statement was prepared in conformity with accounting principles generally accepted in the United States of America ("US GAAP").

B. Cash and Cash Equivalents

The Company considers all highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents.

C. Federal Income Taxes

As a limited liability company, the Company's taxable income or loss is allocated to members in accordance with their respective percentage ownership. Therefore, no provision for income taxes has been included in the financial statement.

D. Use of Estimates

The preparation of our Company's financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of our financial statements and the reported amounts of revenues, costs, and expenses during the reporting period. Actual results could differ significantly from those estimates. It is at least reasonably possible that a change in the estimates will occur in the near term.

E. Concentration of Credit Risk

The Company maintains cash and cash equivalents with major financial institutions. At various times during the period, the total amount on deposits might exceed the $250,000 limit insured by the Federal Deposit Insurance Corporation (FDIC). The Company believes that it mitigates credit risk by depositing cash with financial institutions having high credit ratings.

F. Revenue Recognition

Revenue is recognized in accordance with ASC Topic 606, Revenue from Contracts with Customers. The Company adopted ASU 2021-02 Franchisors - Revenue from Contracts with Customers (Subtopic 952-606) effective with the application of ASC Topic 606. The ASU provides a practical expedient to ASU2014-09 Revenue from contracts with Customers (Topic 606). The new guidance allows franchisors to simplify the application of the guidance about identifying performance obligations for franchisors that perform pre-opening services by allowing a franchisor to account for pre-opening services as distinct if they are consistent with those included in a predefined list of pre-opening services.

Franchise Fees

The franchise arrangement between the Company and each franchise owner is documented in the form of a franchise agreement. The franchise arrangement requires the Company as franchisor to perform various activities to support the brand and does not involve the direct transfer of goods and services to the franchise owner as a customer. Activities performed by the Company before opening are distinguished from the franchise license. Therefore, the Company recognizes franchise fees as two performance obligations. The nature of the Company's promise in granting the franchise license is to provide the franchise owner with access to the brand's intellectual property over the term of the franchise arrangement.

The transaction price in a standard franchise arrangement consists of (a) franchise/development fees; (b) Marketing, brand development and royalties Fees and (c) IT Fees; (d) Annual Conference Fees. The Company utilize ASC 606 five-stops revenue recognition model as follows:

- Identify the contract with the customer.
- Identify the performance obligation in the contract.
- Determine the transaction price.
- Allocate the transaction price to the performance obligations.
- Recognize revenue when (or as) each performance obligation is satisfied.

The terms of the Company's franchise agreement will be as follows:

- The Company will grant the right to use the Company name, trademark, and system in the franchisee's franchise development business.
- The franchisee is obligated to pay a non-refundable initial franchise fee.
- The franchisee is obligated to pay monthly royalties, marketing, IT, and annual conference fees. Certain other fees are also outlined in the agreement.

Franchise revenues are recognized by the Company from the following different sources: The Company recognizes franchise fees as two (2) performance obligations. The first, pre-opening services, including access to manuals, assistance in site selection, and initial training, have been determined to be distinct services offered to franchisees. Pre-opening services are earned over a period using an input method of completion based on costs incurred for each franchisee at the end of each year.

The second, access to the franchise license, has been determined to be distinct. The amount allocated to the franchise license is earned over time as performance obligations are satisfied due to the continuous transfer of control to the franchisee. Franchise and development fees are paid in advance of the franchise opening, typically when entering into a new franchise or development agreement. Fees allocated to the franchise license are recognized as revenue on a straight-line basis over the term of each respective franchise agreement. Initial franchise agreement terms are typically 20 years while successive agreement terms are typically 10 years.

Variable Considerations

Franchise agreements contain variable considerations in the form of royalty fees and brand development (advertising). These fees are based on franchisee sales and are recorded as revenue and recognized as these services are delivered because the variable payment relates specifically to the performance obligation of using the license.

The Company didn't generate any revenue as of the balance sheet date but will be implementing ASC 606 to recognize its revenue once a sale has been made.

G. Recent Accounting Pronouncements

FASB ASU No. 2016-02 – Leases (Topic 842) is effective for the calendar year 2022. The standard requires lessees to recognize right-of-use assets and liabilities for most leases with terms longer than twelve months. The Company has evaluated the impact of this standard on its financial statements and determined that it doesn't have any lease that meet the requirement to recognize a right-of-use asset and liability because the Company doesn't have any long-term leases.

In June 2016, the FASB issued ASU No. 2016-13, Financial Instruments – Credit Losses (Topic 326): Measurements of Credit Losses on Financial Instruments. ASU 2016-13, along with subsequent clarifications and improvements (collectively, ASC 326), replaces the incurred loss impairment methodology in prior U.S. GAAP with a methodology that instead reflects a current estimate of all expected credit losses on financial assets, including receivables. ASC 326 requires that the Company measure and recognize expected credit losses at the time the asset is recorded, while considering a broader range of information to estimate credit losses including country specific macroeconomic conditions that correlate with historical loss experience, delinquency trends, and aging behavior of receivables, among others. ASC 326 is effective for the Company since inception. There was no impact on the Company's financial statements as a result of the implementation of this standard.

3. CASH AND CASH EQUIVALENTS

The Company maintains its cash balance in U.S. noninterest-bearing transaction accounts which are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. On July 01, 2025, the Company's cash balance didn't exceed the FDIC insurance limits.

The Company considers all cash in the bank and investments in highly liquid debt instruments with maturities of three months or less to be cash equivalents. As of July 01, 2025, the Company has approximately $390,000 in cash in their operating bank account.

4. SUBSEQUENT EVENTS

Management has evaluated subsequent events through July 14, 2025, which is the date the financial statement was available to be issued. The Company did not have any material recognizable subsequent events that would require adjustment to, or disclosure in, the financial statement.

EXHIBIT H TO FRANCHISE DISCLOSURE DOCUMENT

ANCILLARY AGREEMENTS

EXHIBIT H-1 TO FRANCHISE DISCLOSURE DOCUMENT

Confidentiality Agreement to View Brand Standards

Confidentiality Agreement

This Confidentiality Agreement (the "**Agreement**"), effective as of _______________, 20___ [DATE] ("**Effective Date**"), is between Landingplace Franchising LLC, a Delaware corporation with a place of business at 1050 Fording Island Road, Suite C #1055, Bluffton, SC 29910, Attn: Jeremy Bratcher, on behalf of itself and its affiliates (collectively, "**Disclosing Party**"), and _____________________ [PROSPECTIVE FRANCHISEE / RECIPIENT NAME], a [_______________ [STATE OF ORGANIZATION] _________________________ [ENTITY TYPE] / individual] with a principal place of business at ____ [ADDRESS] ("**Recipient**").

1. In connection with discussions and evaluation of a possible business transaction involving a potential sale of a Landingplace hotel franchise (the "**Purpose**"), Disclosing Party may disclose to Recipient, or Recipient may otherwise receive access to, Confidential Information (as defined below). Recipient shall use the Confidential Information solely for the Purpose and, subject to Section 3, shall not disclose or permit access to Confidential Information other than to its employees and officers (collectively, "**Representatives**") who: (a) need to know such Confidential Information for the Purpose; (b) know of the existence and terms of this Agreement; and (c) are bound by written confidentiality agreements no less protective of the Confidential Information than the terms contained herein. Recipient shall safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. Recipient shall promptly notify Disclosing Party of any unauthorized use or disclosure of Confidential Information and use its best efforts to prevent further use or disclosure. Recipient will be responsible for any breach of this Agreement caused by its Representatives. This Agreement shall be deemed to apply to any Confidential Information that Disclosing Party has already shared with Recipient prior to execution of this Agreement, regardless of the effective date of this Agreement.

2. "**Confidential Information**" means all non-public, proprietary or confidential information, whether in oral, visual, written, electronic, or other tangible or intangible form, whether or not it is marked or otherwise designated as "confidential," and all notes, analyses, summaries, and other materials prepared by Recipient or any of its Representatives that contain, are based on, or otherwise reflect, to any degree, any of the foregoing ("**Notes**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Recipient's or its Representatives' act or omission; (b) is obtained by Recipient or its Representatives on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; (c) was in Recipient's or its Representatives' possession, as established by documentary evidence, before Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Recipient or its Representatives, as established by documentary evidence, without using any Confidential Information. Confidential Information also includes: (x) the facts that the parties are in discussions regarding the Purpose and that Confidential Information has been disclosed; and (y) any terms, conditions or arrangements discussed. Examples of Confidential Information include, without limitation:

(a) Disclosing Party's "Brand Standards," meaning operations manuals and all standards and specifications identified by Disclosing Party concerning the design, conversion / construction and operations of Landingplace hotels, whether communicated to Recipient in paper or in electronic format, as determined by Disclosing Party or its affiliates;

(b) All information concerning the Disclosing Party's and its affiliates', and their customers', suppliers', franchisees', licensees' and other third parties' past, present and future business affairs including, without limitation, development plans, data (including cost and performance data and projections), finances, customer information, supplier information, proprietary brand information, operating manuals, products (whether past, existing or under development), services, organizational structure and internal practices, forecasts, sales and other financial results, records and budgets, and business, marketing, development, sales and other commercial strategies;

(c) the Disclosing Party's unpatented inventions, ideas, methods and discoveries, trade secrets, know-how, recipes, methods, unpublished patent applications and other confidential intellectual property;

(d) All designs, specifications, documentation, components, technical information, proprietary software design, source code, object code, images, icons, audiovisual components and objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part, of any of the foregoing;

(e) Any third-party confidential information included with, or incorporated in, any information provided by the Disclosing Party to the Recipient or its representatives, such as the names, contact information or other information pertaining to employees, clients, customers, vendors, franchisees or licensees, prospective franchisees or licensees, and business contacts, and information subject to applicable privacy laws;

(f) The nature, descriptions, quantity of, and other information regarding the equipment, products and services provided to, or required by, any client, customer, current or prospective franchisee or licensee, or the products ordered from any vendors;

(g) The prices, fees, or charges for equipment, products or services, terms and conditions of acquisitions and franchising or licensing relationships, and information regarding salaries, bonuses, and other compensation; and

(h) Notes on any of the foregoing.

3. If Recipient or any of its Representatives is required by applicable law or a valid legal order to disclose any Confidential Information, Recipient shall, before such disclosure, notify Disclosing Party of such requirements so that Disclosing Party may seek a protective order or other remedy, and Recipient shall reasonably assist Disclosing Party therewith. If Recipient remains legally compelled to make such disclosure, it shall: (a) only disclose that portion of the Confidential Information that, in the written opinion of its outside legal counsel, Recipient is required to disclose; and (b) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.

4. On the expiration of this Agreement or otherwise at Disclosing Party's request, Recipient shall within seven days, at Disclosing Party's option, either return to Disclosing Party or destroy all Confidential Information in its and its Representatives' possession other than Notes, and destroy all Notes, and certify

in writing to Disclosing Party the destruction of such Confidential Information.

5. Disclosing Party has no obligation under this Agreement to (a) disclose any Confidential Information or (b) negotiate for, enter into or otherwise pursue the Purpose. Disclosing Party provides all Confidential Information without any representation or warranty, expressed or implied, as to the accuracy or completeness thereof, and Disclosing Party will have no liability to Recipient or any other person relating to Recipient's use of any of the Confidential Information or any errors therein or omissions therefrom.

6. Disclosing Party retains its entire right, title, and interest in and to all Confidential Information, and no disclosure of Confidential Information hereunder will be construed as a license, assignment or other transfer of any such right, title, and interest to Recipient or any other person.

7. The rights and obligations of the parties under this Agreement expire ten years after the Effective Date; provided that with respect to Confidential Information that is a trade secret under the laws of any jurisdiction, such rights and obligations will survive such expiration until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Recipient or its Representatives.

8. Recipient acknowledges and agrees that any breach of this Agreement will cause injury to Disclosing Party for which money damages would be an inadequate remedy and that, in addition to remedies at law, Disclosing Party is entitled to equitable relief as a remedy for any such breach.

9. This Agreement and all matters relating hereto are governed by, and construed in accordance with, the laws of the State in which Disclosing Party's principal place of business is then-located (currently, South Carolina), without regard to the conflict of laws provisions of such State. Any legal suit, action or proceeding relating to this Agreement must be instituted in the federal or state courts located in such State. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

10. All notices must be in writing and addressed to the relevant party at its address set out in the preamble (or to such other address such party specifies in accordance with this Section 10). All notices must be personally delivered or sent prepaid by nationally recognized courier or certified or registered mail, return receipt requested, and are effective on actual receipt.

11. This Agreement is the entire agreement of the parties regarding its subject matter, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, whether written or oral, regarding such subject matter. This Agreement may only be amended, modified, waived, or supplemented by an agreement in writing signed by both parties.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

[RECIPIENT NAME:] ______________________________	LANDINGPLACE FRANCHISING LLC on behalf of itself and its affiliates
By___________________________	By___________________________
Name: _______________________	Name: _______________________
Title: ________________________	Title: ________________________
Date of signature: _____________	Date of signature: _____________

[signature page to Confidentiality Agreement]

EXHIBIT H-2 TO FRANCHISE DISCLOSURE DOCUMENT

Guestbook Rewards Participating Property Addendum

THE GUEST BOOK

GUESTBOOK REWARDS, INC.

PARTICIPATING PROPERTY ADDENDUM

This Participating Property addendum (this "Addendum") is entered into as of __________(the "Effective Date") by and between Guestbook Rewards, Inc. ("The Guestbook"), a Delaware Corporation, located at 10785 W. Twain Ave, Suite 100, Las Vegas, NV 89135, USA and ____ ("Lodging Group"), located at ____("Lodging Group Address").

WHEREAS, The Guestbook and Lodging Group entered into a Lodging Group Service Provider Agreement, as of _____________ (the "Agreement").

WHEREAS, the parties would like to add an additional Participating Property to the Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be bound, agree as follows:

1. **EXHIBIT B: LIST OF PARTICIPATING PROPERTIES** of the Agreement will be modified in the following manner:

   The following text will be added to the end of the Participating Properties list:

   Hotel X located **at 123 street**

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representatives:

THE GUESTBOOK:

Guestbook Rewards, Inc.

By: ________________________________
(Signature)

Name: James Gancos

Title: CEO & Founder

Date: ______________________________

LODGING GROUP:

By: ______________________________
(Signature)

Name: ___________________________

Title: ____________________________

Date: ____________________________

EXHIBIT H-3 TO FRANCHISE DISCLOSURE DOCUMENT

Reservation System Order Form – Flyr, Inc.

Order Form

[Document.SentDate]

Prepared For

[Customer.FirstName] [Customer.LastName]

[Customer.Company]
[Customer.Address]

Number: [Customer.CompanyNumber]

[Hotel.Name]
(hereafter the “**Hotel**”)

Prepared By

Leopold Barrit

Prix Ltd (hereafter "**FLYR**")
Silverstream House
45 Fitzroy Street
London, W1T 6EB
United Kingdom

Preamble	This Order Form is entered into pursuant to the Commercial Agreement and the Amended and Terms and Conditions both by and between [Customer] and Prix Limited dated [insert date]. All sections of this Order Form which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.
Solution	FLYR Hospitality Insights is an Analytics Suite that empowers revenue management, sales and operations teams with business intelligence to unlock actionable insights that inform smarter commercial decision-making.
Hotel	The company or other legal entity accepting this Order Form, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.
Affiliate	Affiliate means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.
Order Form	Means this Order Form specifying the FLYR Services to be provided hereunder that is entered into between Hotel and FLYR or any of their Affiliates, including any addenda and supplements thereto.
Start of Service	Service will commence when the interfaces between Hotel and FLYR have been certified by FLYR and the FLYR Services have been made available to the Hotel.
Agreement Duration	This Agreement terminates one (1) year from Start of Service and automatically renews unless a written termination notice is given by Customer or FLYR at least four (4) weeks in advance of the renewal date. This termination notice may be given by email to hospitality-finance@flyr.com. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.
Billable Services	Monthly invoices will be assessed based on number of units, properties, or seats live on FLYR Services at the time of invoicing. If Hotel adds or removes units, properties or seats, the next recurring invoice will reflect these changes, and will also contain appropriate, daily prorated, adjustment for the previous invoicing period.

Recurring Fees	Invoices for Recurring Fees are issued on the monthly anniversary of the Start of Service.
Upfront Fees	Invoice for Upfront Fees are issued on Agreement Start.
Payment Terms	Full payment of every invoice must be received by FLYR no more than fifteen (15) days after the mailing date of the invoice.
Jurisdiction	This Order Form is governed by the laws of England and Wales.
FLYR Services	As listed below.

Recurring Fees

Total rooms	Price per room per month
FLYR Optimize, Planning & Insights	
< 499	$5.00
500 - 2,499	$4.50
2,499 - 4,999	$3.50
5,000 - 9,999	$2.50
10,000 +	$2.00

Upfront Fees

	Price
Implementation fee - per property	$250
Training fee - per property	$0 - waived

Signatories

I hereby acknowledge that I have read and understood this Order Form and that I am an authorised signatory as of the day and year set forth below.

For Prix Ltd

Signature	Name
	Title / Role

For [Customer.Company]

Signature	Name
	Title / Role
	Date of Agreement Start

EXHIBIT I TO FRANCHISE DISCLOSURE DOCUMENT

STATE ADDENDA TO DISCLOSURE DOCUMENT

CALIFORNIA ADDENDUM TO DISCLOSURE DOCUMENT

Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner of the Department of Financial Protection and Innovation.

OUR WEBSITES HAVE NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of California:

ITEM 1 THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The State of California has codified regulations specific to the food service industry which may be applicable to you. You may refer to California Plan Check Guide for Retail Food Facilities at http://www.ccdeh.com/resources/documents/food-safety-guidelines-1/152-california-plan-check-guide-for-retail-food-facilities-2/file. For further requirements, please see the California Retail Food Code at http://www.cdph.ca.gov/services/Documents/fdbRFC.pdf.
If the franchised Hotel sells alcoholic beverages, the franchisee must comply with the requirements set forth in the Alcoholic Beverage Control Act and the California Code of Regulations, Title 4 for the sale of alcoholic beverages.

ITEM 6 OTHER FEES

1. The highest interest rate permitted under California law for late payments is 10% annually.

ITEM 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

The Antitrust Law Section of the Office of the California Attorney General views maximum price agreements as per se violations of the Cartwright Act. As long as this represents the law of the State of California, we will not interpret the Franchise Agreement as permitting or requiring maximum price limits.

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

1. California Business and Professions Code sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

2. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq).

3. The Franchise Agreement contains a provision requiring application of the laws of the state in which the Franchisor’s principal place of business is then located (currently South Carolina). This provision may not be enforceable under California law.

4. The Franchise Agreement requires venue to be limited to the state in which the Franchisor’s principal place of business is then located (currently South Carolina). This provision may not be enforceable under California law.

5. You must sign a general release of claims if you renew or transfer your franchise and in certain other situations. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

7. California Corporations Code, Section 31125 requires us to give you a disclosure document, approved by the Department of Financial Protection and Innovation before we ask you to consider a material modification of your franchise agreement.

8. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

9. California Corporations Code, Section 31119, states that it is unlawful to sell any franchise in California that is subject to registration under this law without first providing to the prospective franchisee, at least 14 days prior to the execution by the prospective franchisee of any binding franchise or other agreement, or at least 14 days prior to the receipt of any consideration, whichever occurs first, a copy of the offering circular, together with a copy of all proposed agreements relating to the sale of the franchise.

10. Neither the franchisor nor any person or franchise broker disclosed in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a *et seq.*, suspending or expelling such persons from membership in such association or exchange.

11. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

12. In connection with the franchise certain individuals designated by the Franchisor must sign a personal guaranty. If you are a guarantor, this will make you and your spouse individually liable for your financial obligations under the agreement if you are married. The guaranty will place your and your spouse's marital and personal assets at risk, perhaps including your house, if the franchise fails.

OTHER

1. The Franchise Agreement contains a provision requiring you to waive your right to punitive or exemplary damages against the franchisor or any of its representatives, limiting your recovery to actual damages. Under California Corporations Code section 31512, these provisions are not enforceable in California for any claims you may have under the California Franchise Investment Law.

2. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. California’s Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

CONNECTICUT ADDENDUM TO DISCLOSURE DOCUMENT

CONTRACT CANCELLATION

If the seller fails to deliver the products, equipment or supplies or fails to render the services necessary to begin substantial operation of the business within forty-five days of the delivery date stated in your contract, you may notify the seller in writing and demand that the contract be cancelled.

HAWAII ADDENDUM TO DISCLOSURE DOCUMENT

A. This proposed registration is exempt from the registration requirements of the states of Florida, Georgia, Kentucky, Louisiana, Nebraska, North Carolina, Oklahoma, South Carolina, Texas and Utah.

B. This proposed registration is or will be shortly on file in the States of Connecticut, Illinois, Indiana, Michigan, North Dakota, Virginia, and Wisconsin.

C. No states have refused, by order or otherwise, to register these franchises.

D. No states have revoked or suspended the right to offer these franchises.

E. The proposed registration of these franchises has not been withdrawn in any state.

F. No release language set forth in the Franchise Agreement will relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Hawaii.

G. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE. THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

Illinois law governs the Franchise Agreement(s).

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

The following statement is added regarding Item 13: Franchisor reserves the right to establish, identify and service "National, Regional and Institutional Accounts" within your territory, in its sole discretion. Franchisor or its Affiliate(s) may provide products and services to a "National Account" with no compensation paid to you.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

INDIANA ADDENDUM TO DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Indiana:

1. The Franchise Agreement will be governed by Indiana law, rather than the law of the state where Franchisor's principal place of business is located (currently South Carolina), as stated in Section 23.1 of the Franchise Agreement ("Governing Law").

2. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as a material breach of the franchise agreement, shall supersede the provisions of Section 19 of the Franchise Agreement ("Termination") in the State of Indiana to the extent they may be inconsistent with such prohibition.

3. No release language set forth in the Franchise Agreement shall relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.

4. Section 23.6 of the Franchise Agreement ("Injunctive Relief") shall not apply to franchises offered and sold in the State of Indiana.

5. Section 24.6 of the Franchise Agreement ("Franchisor Withholding Consent") shall not apply to franchises offered and sold in the State of Indiana.

8. Section 23.5 of the Franchise Agreement ("Damages Waiver") is deleted from all Franchise Agreements used in the State of Indiana.

9. Notwithstanding the terms of Section 15 of the Franchise Agreement ("Indemnification"), Franchisee will not be required to indemnify Franchisor and the other Indemnitees for any liability caused by Franchisee's proper reliance on or use of procedures or materials provided by Franchisor or caused by Franchisor's negligence.

10. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

MARYLAND ADDENDUM TO DISCLOSURE DOCUMENT

The following provisions will supersede anything to the contrary in the Franchise Disclosure Document or Franchise Agreement and will apply to all franchises offered and sold under the laws of the State of Maryland:

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

1. The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. The laws of the State of Maryland may supersede the Franchise Agreement, including the areas of termination and renewal of the Franchise.

3. A franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within three years after the grant of the Franchise.

4. The provision of the Franchise Agreement that provides for termination upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

OTHER

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

If the franchise agreement or any agreement executed by the franchisee in connection therewith (including but not limited to, if applicable, an area development agreement), includes any questionnaire to be completed by or acknowledgments to be made by the franchisee that are contrary to the Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgments, adopted on September 18, 2022 by the North American Securities Administrators Association, Inc. (with an effective date of January 1, 2023), then any such questionnaire and/or acknowledgments shall not apply to prospective franchisees who are Maryland residents or who seek to purchase a franchise located in Maryland.

MINNESOTA ADDENDUM TO THE DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary set forth in the Disclosure Document or Franchise Agreement, the following provisions will supersede and apply:

ITEM 13 TRADEMARKS

1, Franchisor will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

1. Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit the Franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the disclosure document or agreement(s) can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

2. No release language set forth in the Franchise Agreement will relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota.

3. Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement.

4. Under the terms of the Franchise Agreement as modified by the Minnesota Addendum to the Franchise Agreement, you agree that if you engage in any non-compliance with the terms of the Franchise Agreement or unauthorized or improper use of the System or Proprietary Marks, during or after the period of this Agreement, we will be entitled to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law, and you consent to the seeking of these temporary and permanent injunctions."

5. Any claims arising under Minnesota Statutes, Chapter 80C must be brought within three years after the cause of action accrues.

OTHER

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

NEW YORK ADDENDUM TO DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary set forth in the Disclosure Document or Franchise Agreement, the following provisions will supersede and apply to all franchises offered and sold under the laws of the State of New York:

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS PROSPECTUS.

THE FRANCHISOR REPRESENTS THAT THE PROSPECTUS DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

ITEM 2. BUSINESS EXPERIENCE

Item 2 of the Disclosure Document lists the directors, principal officers and other executives who will have management responsibility in connection with the operation of the Franchisor's business relating to the franchises offered by this disclosure document, with a statement for each regarding his principal occupations over the past five years.

ITEM 3. LITIGATION

Neither the Franchisor, its affiliates nor any person named in Item 2 above has pending any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) alleging a violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations.

Neither the Franchisor, its affiliates nor any person named in Item 2 above has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten year period immediately preceding the application for registration, has been convicted of a misdemeanor or pleaded nolo contendere to a misdemeanor charge or been held liable in a civil action by final judgment or been the subject of a material complaint or other legal proceeding, if such misdemeanor conviction or charge or civil action, complaint or other legal proceeding involved violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations.

Except as disclosed in Item 3 of the FDD, neither the Franchisor, its affiliates, nor any person named in Item 2 above is subject to any currently effective injunctive or restrictive order or decree relating to franchises in general or the franchise offered or under any federal, state or Canadian franchise, securities, antitrust, trade regulation or trade practice law as a result of a concluded or pending action or proceeding brought by a public agency.

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

1. The following language replaces the "Summary" section of Item 17(d), entitled "Termination by franchisee": You may terminate the Agreement on any grounds available by law.

2. Sections 3.2.3(vii), 4.2, 17.5.1(b), and 24.10 of the Franchise Agreement are each amended to include the following language immediately following the requirement that Franchisee execute a General Release:

   "Provided, however, that all rights enjoyed by Franchisee and any causes of action arising in its favor from the provisions of Article 33 of the General Business Law

(GBL) of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of GBL, Section 687(4) and 687(5) be satisfied."

The same language (in quotes immediately above) is also added to the end of the "Summary" sections of Item 17(c), titled "Requirements for a franchisee to renew or extend, and Item 17(m), entitled "Conditions for franchisor approval of transfer".

3. The requirements of Section 23.6 ("Injunctive Relief") of the Franchise Agreement that you consent to the entry of an injunction are modified in the State of New York to provide only that you consent to the seeking of such an injunction.

4. The following sentence is added at the end of the section entitled "Modification" in Item 17 of the Disclosure Document, and at the end of the "Summary" sections of Item 17(v) (entitled "Choice of forum") and 17(w) (entitled "Choice of law"):

"The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or the franchisee by Article 33 of the General Business Law of the State of New York."

OTHER

Franchise Questionnaires and Acknowledgments -- No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

NORTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of North Dakota:

1. The laws of the State of North Dakota supersede any provisions of the Franchise Agreement or New York law if such provisions are in conflict with North Dakota law. The Franchise Agreement will be governed by North Dakota law, rather than the law of the state where the Franchisor's principal place of business is located (currently South Carolina), as stated in Item 17(w) of the Franchise Disclosure Document and Section 23.1 of the Franchise Agreement ("Governing Law").

2. Any provision in the Franchise Agreement which designates jurisdiction or venue or requires the Franchisee to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted from Franchise Agreements issued in the State of North Dakota.

3. The State of North Dakota has determined that parties agreeing to the arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business is unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation will be agreeable to all parties and may not be remote from the franchisee's place of business.

4. No release language set forth in the Franchise Agreement shall relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of North Dakota.

5. Item 17(c) of the Franchise Disclosure Document and Section 3.2 of the Franchise Agreement ("Successor Term and Successor Agreement") each require the execution of a general release upon renewal. This requirement is deleted from all Franchise Disclosure Documents and Franchise Agreements used in the State of North Dakota.

6. Item 17(i) of the Franchise Disclosure Document, and Sections 19.12 ("Franchisor's Rights on Expiration or Termination") and 20 ("Payment of Liquidated Damages") of the Franchise Agreement may require franchisees to consent to termination or liquidated damages. This requirement is deleted from all Franchise Disclosure Documents and agreements used in the State of North Dakota.

7. Covenants restricting competition in the State of North Dakota, such as those found in Item 17(r) of the Franchise Disclosure Document (if any), may be subject to Section 9-08-06 of the North Dakota Century Code. Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota.

8. Item 17(v) of the Franchise Disclosure Document and Section 23.4 of the Franchise Agreement ("Venue") each require that the franchisee consent to the jurisdiction of courts in the state in which the Franchisor's principal place of business is located (currently South Carolina). This requirement is deleted from all Franchise Disclosure Documents and agreements used in the State of North Dakota.

9. Section 23.4 of the Franchise Agreement ("Waiver of Jury Trial") requires the franchisee to consent to a waiver of trial by jury. This requirement is deleted from all Franchise Agreements used in the State of North Dakota.

10. Section 23.5 of the Franchise Agreement ("Damages Waiver") requires the franchisee to consent to a waiver of exemplary and punitive damages. This requirement is deleted from all Franchise Agreements used in the State of North Dakota.

11. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

12. The State of North Dakota has determined that requiring a franchisee to consent to a limitation of claims to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The limitation of claims period is governed by North Dakota law.

13. The State of North Dakota has determined that requiring a franchisee pay all costs and expenses incurred by the franchisor in enforcing the agreement to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

14. Based on the financial statement of the franchisor and the duties and obligations of the franchisor to furnish goods and/or services to assist its franchisees in establishing and opening their franchised business, the State of North Dakota requires that the franchisor assure financial capability. Accordingly, collection of initial fees due to the franchisor under the Franchise Agreement will be deferred until all initial obligations owed to the franchisee under the Franchise Agreement or other documents have been fulfilled by the franchisor and the franchisee has commenced doing business pursuant to the Franchise Agreement.

ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT
ADDITIONAL INFORMATION REQUIRED BY
THE STATE OF RHODE ISLAND

In recognition of the requirements of the State of Rhode Island Franchise Investment Act (the "Act"), §19-28.1 *et seq.,* the Franchise Disclosure Document submitted by LANDINGPLACE FRANCHISING LLC for use in the State of Rhode Island is amended as follows:

1. Item 17 u.- Dispute resolution by arbitration or mediation shall comply with §19-28.1-21 of the Act - Private civil actions - and be amended to read:

   (a.) A person who violates any provision of this Act is liable to the franchisee for damages, costs, and attorneys and experts fees. In the case of a violation of §§ 19-28.1-5, 19-28.1-8, or 19-28.1-17(1)-(5), the franchisee may also sue for rescission. No person shall be liable under this section if the defendant proves that the plaintiff knew the facts concerning the violation.

   (b) Every person who directly or indirectly controls a person liable under this section, every principal executive officer or director of the liable person, every person occupying a similar status or performing similar functions, and every agent or employee of a liable person, who materially aids in the act or transaction constituting the violation, is also liable jointly and severally with and to the same extent as the person liable under this section, unless the agent, employee, officer, or director proves he or she did not know, and in the exercise of reasonable care could not have known of the existence of the fact by reason of which the liability is alleged to exist.

2. Item 17 v. - Choice of forum and Item 17 w. - Choice of law shall comply with § 19-28.1-14 of the Act - Jurisdiction and venue - and be amended to read:

   A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.

3. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

VIRGINIA ADDENDUM TO THE DISCLOSURE DOCUMENT

On the State Cover Page, the following Risk Factor is added:

> **Estimated Initial Investment**. The franchisee will be required to make an estimated initial investment ranging from $268,849 to $3,332,849. This amount exceeds the franchisor's stockholders' equity as of July 1, 2025, which is $390,000.

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure: The following statements are added to Item 17.h:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement do not constitute "reasonable cause" as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

WASHINGTON ADDENDUM TO THE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages permitted under the Franchise Investment Protection Act are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, in any judicial or arbitration proceeding between the franchisor and franchisee, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding. The prohibition in the preceding sentence does not apply in circumstances when franchisors incur expenses for collection efforts outside of a judicial or arbitration proceeding or when the franchisee agrees to pay expenses as part of a settlement of a dispute.

14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

16. **Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement,

or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises and does not include a franchisor, subfranchisor, or their officers, directors, or employees. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

WISCONSIN ADDENDUM TO DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Wisconsin:

1. **REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES OF THE STATE OF WISCONSIN.**

2. The following shall apply to Franchise Agreements in the State of Wisconsin:

   a. The Wisconsin Fair Dealership Act, Wisconsin Statutes, Chapter 135 shall apply to and govern the provisions of Franchise Agreements issued in the State of Wisconsin.

   b. That Act's requirement, including the requirements that, in certain circumstances, a franchisee receives ninety (90) days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances, and sixty (60) days to remedy claimed deficiencies, shall supersede the requirements of Article 19 of the Franchise Agreement ("Default and Termination") to the extent they may be inconsistent with the Act's requirements.

3. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

EXHBIT J TO FRANCHISE DISCLOSURE DOCUMENT

STATE EFFECTIVE DATES PAGE

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective
California	Not Effective
Connecticut	September 26, 2025
Hawaii	Not Effective
Illinois	October 14, 2025
Indiana	September 26, 2025
Maryland	Not Effective
Michigan	September 26, 2025
Minnesota	Not Effective
New York	Not Effective
North Dakota	Pending
Rhode Island	Not Effective
South Dakota	Not Effective
Virginia	Pending
Washington	Not Effective
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT K TO FRANCHISE DISCLOSURE DOCUMENT

RECEIPT

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If LANDINGPLACE FRANCHISING LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If LANDINGPLACE FRANCHISING LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency listed on Exhibit D.

The franchisor is LANDINGPLACE FRANCHISING LLC, located at 1050 Fording Island Road, Suite C #1055, Bluffton, South Carolina 29910. Its telephone number is (843) 567-1900.

Issuance date: July 14, 2025, as amended September 26, 2025

The franchise seller(s) for this offering are Jeremy Allen Bratcher, Jacob Amezcua, ________________________, LANDINGPLACE FRANCHISING LLC, at 1050 Fording Island Road, Suite C #1055, Bluffton, South Carolina 29910, (914) 406-1169 and 843-567-1900, and Gus Stamoutsos, (843) 567-1900 (same company and address as above).

LANDINGPLACE FRANCHISING LLC authorizes the respective state agencies identified on Exhibit D to receive service of process for it in the particular state.

I received a disclosure document dated July 14, 2025, as amended September 26, 2025, that included the following Exhibits:

Exhibit A Franchise Application Form
Exhibit B Franchise Agreement with its Exhibits and State Addenda
Exhibit C Master Technology Services Agreement
Exhibit D Agents for Service of Process
Exhibit E State Franchise Administrators
Exhibit F List of Franchisees
Exhibit G Financial Statements
Exhibit H Ancillary Agreements:
- H-1: Confidentiality Agreement to View Brand Standards
- H-2: Guestbook Rewards Participating Property Addendum
- H-3: Reservation System Order Form – Flyr, Inc.

Exhibit I State Addenda to Disclosure Document
Exhibit J State Effective Dates Page
Exhibit K Receipt

Dated: ___________________________	PROSPECTIVE FRANCHISEE:
If a corporation or other business entity:	If an individual:
____________________________________ (Name of Entity)	______________________________ (Signature)
By:_________________________________	______________________________ (Print Name)
Its__________________________________ (Title)	______________________________ (Signature)
____________________________________ (Print Name)	______________________________ (Print Name)

You may return the signed receipt either by signing, dating, and mailing it to 1050 Fording Island Road, Suite C #1055, Bluffton, South Carolina 29910 or by executing, dating and returning it through the electronic signature platform that we require or emailing it to jeremy@landingplacehotels.com and jacob@landingplacehotels.com.

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If LANDINGPLACE FRANCHISING LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If LANDINGPLACE FRANCHISING LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency listed on Exhibit D.

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Exhibit D Agents for Service of Process
Exhibit E State Franchise Administrators
Exhibit F List of Franchisees
Exhibit G Financial Statements
Exhibit H Ancillary Agreements:
H-1: Confidentiality Agreement to View Brand Standards
H-2: Guestbook Rewards Participating Property Addendum
H-3: Reservation System Order Form – Flyr, Inc.
Exhibit I State Addenda to Disclosure Document
Exhibit J State Effective Dates Page
Exhibit K Receipt

Dated: ____________________________

If a corporation or other business entity:

____
(Name of Entity)

By:__________________________________

Its__________________________________
(Title)

____
(Print Name)

PROSPECTIVE FRANCHISEE:

If an individual:

____
(Signature)

____
(Print Name)

____
(Signature)

____
(Print Name)

You may return the signed receipt either by signing, dating, and mailing it to 1050 Fording Island Road, Suite C #1055, Bluffton, South Carolina 29910 or by executing, dating and returning it through the electronic signature platform that we require or emailing it to jeremy@landingplacehotels.com and jacob@landingplacehotels.com.

PLEASE KEEP THIS RECEIPT FOR YOUR RECORDS.