FRANCHISE DISCLOSURE DOCUMENT

COBBLESTONE HOTELS, LLC
A Wisconsin Limited Liability Company
980 American Drive
Neenah, Wisconsin 54956
(920) 230-2622
www.cobblestonehotels.com
www.cobblestonefranchising.com

The franchise is for the establishment and operation of a Cobblestone Inn & Suites®, a Cobblestone Hotel & Suites® or a Cobblestone Suites® lodging facility (collectively referred to in this document as "Cobblestone Lodging Facilities".

The total investment necessary to begin operation of a Cobblestone Lodging Facility franchised business is between $5,960,874 and $15,496,699 for a newly constructed hotel. This includes between $62,999 and $106,003 that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation of a Cobblestone Lodging Facility franchised business is between $99,999 and $2,356,999 for the conversion of an existing hotel. This includes between $62,999 and $86,007 that must be paid to the franchisor or its affiliate(s).

This disclosure document summarizes certain provisions of your franchise 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, the franchisor or an affiliate in connection with the proposed franchise 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 a different form, contact Josie Kilgore at jkilgore@cobblestonehotels.com 920-230-2622, 980 American Drive, Neenah, WI 54956.

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

Buying a franchise 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 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 specific state agencies about them.

Issuance Date: **April 30, 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 or Exhibit L.
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 or Exhibit C 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 Cobblestone Inn & Suites or Cobblestone Hotel & Suites business 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 Cobblestone Inn & Suites or Cobblestone Hotel & Suites franchisee?	Item 20 or Exhibit L 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 the 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 B.

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 Wisconsin. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Wisconsin than in your own state.

2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both you and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

3. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

4. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

5. **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.

NOTICE REQUIRED
BY
STATE OF MICHIGAN

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

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(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 a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise 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 reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise 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 the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise 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 a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

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

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

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

(h) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(i) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise 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 the franchisor the right to acquire the assets of a franchise 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).

(j) A provision which permits the 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 services.

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:

Department of Attorney General
Consumer Protection Division (Attention: Franchise Section)
G. Mennen Williams Building, 1st Floor
525 W. Ottawa Street, Lansing, Michigan 48909
Telephone (517) 373-7117

NOTE: THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR WHO LOCATE THEIR FRANCHISES IN MICHIGAN.

Table of Contents

ITEM 1: THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES 8
ITEM 2: BUSINESS EXPERIENCE 11
ITEM 3: LITIGATION 11
ITEM 4: BANKRUPTCY 11
ITEM 5: INITIAL FEES 11
ITEM 6: OTHER FEES 14
ITEM 7: ESTIMATED INITIAL INVESTMENT 22
ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES 28
ITEM 9: FRANCHISEE'S OBLIGATIONS 33
ITEM 10: FINANCING 35
ITEM 11: FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING 35
ITEM 12: TERRITORY 43
ITEM 13: TRADEMARKS 45
ITEM 14: PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION 47
ITEM 15: OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS 48
ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL 48
ITEM 17: RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION 49
ITEM 18: PUBLIC FIGURES 56
ITEM 19: FINANCIAL PERFORMANCE REPRESENTATION 57
ITEM 20: OUTLETS AND FRANCHISEE INFORMATION 61
ITEM 21: FINANCIAL STATEMENTS 65
ITEM 22: CONTRACTS 65
ITEM 23: RECEIPTS 65

Exhibits

EXHIBIT A: Application for Cobblestone Lodging Facility Franchise
EXHIBIT B: List of State Agencies and Agents for Service of Process
EXHIBIT C: Our Financial Statements
EXHIBIT D: Franchise Agreement
EXHIBIT E: Central Reservation System Technology Addendum
EXHIBIT F: Property Management System Technology Addendum
EXHIBIT G: Call Center Reservation Services Technology Addendum
EXHIBIT H: Cobblestone Rewards Program Technology Addendum
EXHIBIT I: Sojern Marketing Platform Agreement
EXHIBIT J: State Specific Addenda
EXHIBIT K: Tables of Contents of Franchisor's Manuals
EXHIBIT L: Franchised Outlets
EXHIBIT M: General Release Form
State Effective Pages
EXHIBIT N: Disclosure Document State Effective Dates and Receipts

ITEM 1: THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The Franchisor, its Parent, and Affiliates

Unless the context otherwise requires, all references to "we," "our" or "us" means Cobblestone Hotels, LLC, and all references to "you" refer to the person or entity who is granted the right to operate a lodging facility identified by or associated with the trademarks listed in Item 13 of this disclosure document under a Franchise Agreement. If you are a corporation, limited liability company, partnership, or any other type of legal entity, certain of the provisions of the Franchise Agreement also will apply to, and be binding on, certain of your owners.

We are a Wisconsin limited liability company which was organized on January 7, 2012. We do not have a parent corporation. We are currently doing business under the "Cobblestone Hotel & Suites®", "Cobblestone Inn & Suites®," "Cobblestone Suites™", "Boarders Inn & Suites by Cobblestone®", "Key West™", "Centerstone™", and "Riverstone Suites by Cobblestone Hotels ™" brand names. Our principal business address is 980 American Drive, Neenah, Wisconsin 54956.

The state agencies and our agents for service of process are listed in Exhibit B.

We began offering franchises of the type described in this disclosure document in January 2013 and have never offered franchises in any other line of business. We have never operated a business of the type described in this disclosure document; however, our affiliated companies have owned, operated and managed the operation of lodging facilities since 2002. We do not engage in any other business activities. As of December 31, 2024, there were 2 franchised Centerstone™ lodging facilities, 17 franchised Key West™ lodging facilities, 1 franchised Riverstone by Cobblestone Hotels™ lodging facility, 15 franchised Boarders Inn and Suites by Cobblestone®, 121 franchised Cobblestone Inn & Suites®, Cobblestone Hotel & Suites® and Cobblestone Hotels

During fiscal years ended December 31, 2018 and December 31, 2019 we also offered franchises for "Boulders Inn & Suites®" branded lodging facilities under a marketing plan similar to the franchise offered in this document. We did not sell any of these franchises but there were 13 existing properties using the "Boulders Inn & Suites®" trademarks when we purchased the brand on October 17, 2018. During the fiscal year ended 2019 we discontinued the "Boulders Inn & Suites®" brand and the 13 existing properties converted to "Cobblestone Inn & Suite®" lodging facilities. We did not sell any "Boulders Inn & Suites®" franchises during the fiscal year ended December 31, 2024, nor do we intend to in the future.

Our affiliate, Cobblestone Hotel Group, LLC ("CHG"), is a Wisconsin limited liability company formed on March 1, 2007. Its principal business address is the same as ours. CHG owns lodging facilities and provides management and operational services to hotel and motel owners. CHG does not offer and has never offered franchises in any line of business. You are not required to use the services of CHG in the operation of your business. CHG does not offer products or services to franchisees.

Our affiliate, BriMark Builders, LLC ("BriMark"), is a Wisconsin limited liability company formed on December 3, 2007. Its principal business address is the same as ours. BriMark designs, develops, builds, and renovates hotel properties and we do use the products and services it offers. BriMark does not offer and has never offered franchises in any line of business. You may, but are not required to, use the products and services of BriMark in the development or operation of your business.

Our affiliate, BriMark Builders Construction, LLC ("BMBC"), is a Wisconsin limited liability company formed on April 6, 2020. Its principal place of business is the same as ours. BMBC designs, develops, builds, and renovates hotel properties and we do use the products and services it offers. BMBC does not offer and has never offered franchises in any line of business. You may, but are not required to use the products and services of BMB in the development and operation of your business.

Our affiliate, BriMark Builders LA, LLC ("BMBLA") is a Wisconsin limited liability company formed on October 20, 2016. Its principal place of business is the same as ours. BMBLA designs, develops, builds, and renovates hotel properties and we do use the products and services it offers. BMBLA does not offer and has never offered franchises in any line of business. You may, but are not required to, sue the products and services of BMBLA in the development and operation of your business.

Our affiliate, 980 American Drive, LLC ("980") is a Wisconsin limited liability company formed on March 16, 2011. Its principal business address is the same as ours. 980 holds title to the fixed assets (i.e. furniture, equipment, property, etc.) with which we support the franchise system. 980 does not offer and has never offered franchises in any line of business. You are not required to use the services of 980 in the development or operation of your business. 980 does not offer products or services to franchisees.

Our affiliate, Cobblestone Hotel Development, LLC ("CHD") is a Wisconsin limited liability company formed on September 23, 2012. Its principal business address is the same as ours. CHD creates, controls and orchestrates the process of real estate development. CHD does not offer and has never offered franchises in any line of business. You are not required to use the services of CHD in the development or operation of your business. CHD does not offer products or services to franchisees.

Our affiliate, Cobblestone Supply Company, LLC ("CSC") is a Wisconsin limited liability company formed on May 29, 2014. Its principal business address is the same as ours. CSC supplies furniture, fixtures and equipment and operating supplies and equipment and we do use the products and services it offers. CSC does not offer and has never offered franchises in any line of business. You may, but are not required to, use the products and services of CSC in the development and operation of your business.

Our affiliate, Granite Hospitality Group, LLC ("GHG") is a Wisconsin limited liability company formed on December 31, 2018. Its principal business address is the same as ours. GHG is the parent company of BriMark, CSC and CHD. GHG does not offer and has never offered franchises in any line of business. You are not required to use the products and services of GHG in the development and operation of your business.

Our affiliate, Neenah Hospitality Group, LLC ("NHG") is a Wisconsin limited liability company formed on January 1, 2018. Its principal business address is the same as ours. NHG is the parent company of CHG. NHG does not offer and has never offered franchises in any line of business. You are not required to use the products and services of NHG in the development and operation of your business.

Our affiliate, Wissota Franchising, LLC ("Wissota Franchising") is a Wisconsin limited liability company formed on January 26, 2022. Its principal business address is the same as ours. Wissota Franchising does business under the "Wissota Chophouse" marks and offers franchises for the operation of steakhouse restaurants. Wissota Franchising has never offered franchises in any other line of business.

Our affiliate, Slate Hospitality Group, LLC (SHG) is a Wisconsin limited liability company formed on June 29, 2021. Its principal business address is the same as ours. SHG provides management and operational services to hotel and motel owners. SHG does not offer and has never offered franchises in any other line of business. You may, but are not required to, use the services of SHG in the operation of your business.

Our affiliate, SHG Management, LLC ("SHGM") is a Wisconsin limited liability company formed on June 29, 2021. Its principal business address is the same as ours. SHGM provides management and operational services to hotel and motel owners. SHGM does not offer and has never offered franchises in any other line of business. You may, but are not required to, use the services of SHGM in the operation of your business.

All of our affiliates provide or may provide services to each other and our franchisees. Consequently, our internal departments and personnel may provide substantially similar services to lodging facilities owned, operated, managed and franchised by our affiliates and may provide such services on a combined basis (i.e. combined system support, reservations systems, marketing programs).

The Franchised Business

Recognizing a need for high quality lodging facilities in underserved markets, we offer to qualified individuals and entities the right to own and operate a Cobblestone Lodging Facility franchise at an agreed-upon location under our standard form franchise agreement, attached to this disclosure document as Exhibit D (the "Franchise Agreement"). We offer the opportunity for you to build a new Cobblestone Lodging Facility or to convert an existing hotel property.

Cobblestone Lodging Facilities are upper-midscale, high-quality lodging and accommodation services meeting the needs of communities all over the country. They are commonly located in communities with populations in excess of 3,000 that are lacking quality accommodations, as well as in the suburbs of larger communities. Current Cobblestone Lodging Facilities are available in different sizes with the minimum number of required guest rooms being 35. There is no maximum guest room requirement. The market for your services will depend upon the location of your Cobblestone Lodging Facility as well as its size and other amenities. You will offer services to a broad range of the travelers, customers and businesses, local community members, and will solicit business from conventions and tour and travel groups. At any time during the term of the Franchise Agreement, we have the right to require you to hire a management company approved by us to manage and operate your hotel.

Competition

The businesses with which you will have to compete include national chains and franchises, as well as independently owned hotels and motels offering similar facilities to the same business and leisure travelers. The market for hotel and motel services is developed and the lodging industry is highly competitive. Depending upon the location of your lodging facility, your sales may be seasonal.

Industry Specific Laws and Regulations

Cobblestone Lodging Facilities are subject to laws and regulations which generally apply to all businesses, and it will be your obligation to investigate those laws and regulations and abide by them. In addition, you will need to investigate and abide by all federal and state laws regarding the operation of motels and hotels, including those laws relating to: the liability of innkeepers, the posting of room rates, the registration of guests, and the accessibility to and use of motels and hotels by persons with disabilities. You will also be required to comply with laws and regulations regarding food storage, handling, and preparation. In addition, the payment card industry Data Security Standard is the current standard of security requirements for all merchants or service providers that

store, process, or transmit cardholder data. You are responsible for compliance with this standard. You will also need to investigate and determine the existence of local laws and regulations which may apply to your hotel, and which may affect the cost to you of constructing and/or operating your lodging facility. Consult with your lawyer about all laws that will apply to you and your lodging facility. Discuss with your architect the requirements of the Americans with Disabilities Act and all state and local accessible facilities laws.

ITEM 2: BUSINESS EXPERIENCE

Co-Owner & Chief Financial Officer – Kim Wogernese

Ms. Wogernese has served as the Chief Financial Officer of our affiliate, Cobblestone Hotel Group, LLC since 2007 and has served as our Chief Financial Officer since our creation in 2012.

Co-Owner – Jeremy Griesbach

Mr. Griesbach has been our co-owner since November 2017. Mr. Griesbach has also served as the President of Development for our affiliate, BriMark, since February of 2015. Prior to that, Mr. Griesbach was a Regional Developer for BriMark since 2011.

Brand President – Josie Kilgore

Ms. Kilgore has served as Brand President since January 2018. Prior to that, Ms. Kilgore served as our Vice President of Franchise Services since February of 2012. Prior to January of 2016, Ms. Kilgore was also our Vice President of Procurement since February of 2012. Prior to that Ms. Kilgore served in various roles for us since 2007.

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

Initial Fee and Application Fee

Upon signing the franchise agreement (the "Franchise Agreement"), you must pay us an initial fee of $45,000 (the "Initial Fee") for a Cobblestone Lodging Facility. All prospective franchisees must complete an application (the "Application") and forward it to us for our review. A copy of the Application is attached to this disclosure document as Exhibit A. When you submit your Application to us, you must pay us an application fee of $2,500. (the "Application Fee"). The Application Fee is non-refundable; however, if we approve your Application, the Application Fee will be credited against your Initial Fee. If we reject your Application, your Application Fee will not be refunded.

We will approve or reject your Application within 30 days of the date we receive all of the information we require. If we reject your Application, we will send you a letter notifying you of the rejection. If we approve your Application, we will send you a letter of approval along with copies of the Franchise Agreement. You will be required to sign and return the Franchise Agreement to us, along with the remaining balance of the Initial Fee, (i.e. the portion of the Initial Fee in excess of the Application Fee), within 30 days of the date we send the approval letter. If you do not sign and return the Franchise Agreement and any remaining balance of the Initial Fee due within this 30-day period, our approval of your Application will be automatically withdrawn and the Application Fee will be forfeited. If you then elect to continue with your project, you must complete a new Application and pay another Application Fee to us.

The Initial Fee is fully earned upon receipt and is non-refundable. However, we may, in our discretion, give a full or partial refund of the Application Fee and/or Initial Fee under unique circumstances or agree to credit the Application Fee and/or Initial Fee towards the Application Fee and/or Initial Fee of any future application you submit, although we are not required to do so. Refunds are not based on any quantifiable data. We have the absolute right to evaluate each situation on an individual basis.

We may in our discretion agree to reduce or waive the Initial Fee and/or the Application Fee based upon factors we determine justify a reduced fee under the circumstances. We reserve the right to charge an Initial Fee below our standard Initial Fee based on factors we determined to justify a reduced fee under the circumstances, such as the size and type of the hotel facility, the location of the hotel site, and the experience and creditworthiness of the applicant. During our fiscal year ended December 31, 2024 the Initial Fee paid by franchisees was between $0 and $40,000.

Interior Design Review Fee

If you wish to use an interior design package that is not our standard, we may charge you up to $5,000 to review it. This fee is typically not refundable. If charged, this fee is due prior to receiving the services.

Signage Review Fee

If you wish to use exterior signage that is not our standard in size, width, height, location, or type (i.e. monument, pole, chain letters), we may charge you up to $5,000 to pay for the expense of an architect and market specialist to evaluate whether the proposed signage is acceptable. This fee is typically not refundable. If charged, this fee is due prior to receiving the services.

Construction Review Fee

If, due to inspections of your construction site, variations in your plans and specifications from our standards, the necessity to involve our architects, continual delays in the construction schedule, or your request that we review your construction documents and/or visit your construction site, we incur expenses associated with the construction of your lodging facility we may charge you up to $20,000 to review your construction plans and specifications and monitor construction progress to ensure that our standards are being met by your contractor. If you are converting an existing hotel, you will not be charged this fee. This fee is typically not refundable. In addition to the Construction Review Fee you must also pay all travel, wages, lodging and other related expenses for our staff when they conduct on-site progress inspections. If charged, this fee is due prior to receiving the services.

Training Fees

You must participate in our Training Program (defined in Item 11) before you open your lodging facility for business as a Cobblestone Lodging Facility. Pre-opening training fees are $499 per person up to $1,497 (3 people) for opening training at our corporate headquarters and $500 per day

up to a maximum of $4,500 (9 days) for on-site training. Training fees are subject to periodic changes by us in our sole discretion. Your General Manager (defined in Item 15) must successfully complete our Training Program before your hotel opens for business as a Cobblestone Lodging Facility. If your General Manager oversees more than one hotel, one or more assistant managers must also successfully complete the Training Program. You must pay us our Training Fees for each person (including your initial manager and each new manager) who attends our Training Program within thirty (30) days of receiving our invoice. Your payment for this is typically not refundable.

Property Management System

You must pay to us $15,000 for the Property Management System software and its installation. This fee does not include the hardware you must purchase from third-party suppliers. This fee is typically not refundable. This fee is due prior to receiving the software.

Reservation System Fees

You must pay to us $2,000 for the Central Reservation System software and its installation. This fee does not include the hardware you must purchase from third-party suppliers. This fee is typically not refundable. This fee is due prior to receiving the software.

Call Center System Fees

You must pay to us $1,000 for the Call Center System software and its installation. This fee does not include the hardware you must purchase from third party suppliers. This fee is typically not refundable. This fee is due prior to receiving the software.

Cobblestone Rewards Program Initialization Fee

You must pay to us $2,000 for our expenses associated with initializing your property's access to the Cobblestone Rewards Program. This fee is typically not refundable. This fee is due prior to the initialization of the program.

<Remainder of Page Intentionally Left Blank>

ITEM 6: OTHER FEES

Type of Fee	Amount	Due Date	Remarks (See Note 1)
Monthly Fee	$3.75 per day multiplied by the number of guest rooms at the Franchised Location, calculated based on a 30-day month (i.e. for a 54 room location the fee would be $3.75*54*30 = $6,075/mn).	Payable on or before the 15th of each month for the previously closed month	You must pay this fee in order to operate your hotel using the "Cobblestone Inn & Suites®", "Cobblestone Hotel & Suites®" or "Cobblestone Suites®" brand name.
Marketing Fund Fee	$0.75 per day multiplied by the number of guest rooms at the Franchised Location, calculated based on a 30-day month (i.e. for a 54 room location the fee would be $0.75*54*30 = $1,215/mn).	Payable on or before the 15th of each month for the previously closed month	These fees are contributed to the Marketing Fund.
Interest	18% Annual Percentage Rate	Immediately upon receiving invoice	You must pay interest on any delinquent sums owed to us.
Transfer Fee	$5,000	Prior to our approval of the transfer	You must generally pay a transfer fee to us if you transfer your Franchise Agreement, the material asset associated with your Cobblestone Lodging Facility, or controlling interest in your stock or other outstanding ownership interests.

Type of Fee	Amount	Due Date	Remarks (See Note 1)
Quality Assurance Inspections	You must pay for all lodging expenses incurred by our inspectors when conducting a quality assurance inspection. This cost ranges from $500 to $1,000 per inspection.	Immediately upon receiving invoice	We have the right to inspect your Cobblestone Lodging Facility at all reasonable times to evaluate whether you are complying with the Rules and Regulations.
Guest Complaint Resolution Fee	Cost to compensate a dissatisfied guest, plus a processing fee of $250 for every complaint received by us.	Immediately upon receiving invoice	You will be billed a $250 processing fee for every complaint received by us.
Administrative Expenses Associated with Advisory Services	Will vary under circumstances	Immediately upon receiving invoice	We will render, upon written request by you, advisory services pertaining to guest service and operation of your Cobblestone Lodging Facility. You will be responsible for all reasonable administrative and out-of-pocket expenses and other fees for certain services or training that are incurred by us in rendering such advisory services.
Re-evaluation Fee	$1,750 plus travel expenses	On or before the date established by us	If we or our agent are refused access to conduct a quality assurance evaluation, or if your Cobblestone Lodging Facility fails a quality assurance evaluation you must pay us our then current reevaluation fee for each follow-up inspection conducted by us or our agent and reimburse agent for the out of pocket travel expenses incurred. This fee is subject to change.

Type of Fee	Amount	Due Date	Remarks (See Note 1)
Re-Instatement Fee	$2,000 if your right to access to any intranet or extranet system or other computer network or system which we have established or administer (such as the central reservations system or property management system) is disabled due to your breach of your Franchise Agreement.	Before reconnection.	If your access to intranet, extranet or other computer networks is suspended as provided in Article 6(V)(9) of your Franchise Agreement you will be required to pay the reconnect fee once you have remedied your breach.
Conference Meeting Attendance	Currently the cost for each person to attend our conference is $899. In addition, you must pay for travel, lodging, meals, and incidental expenses incurred by your employees and you in attending the conference. These fees are subject to change at our discretion.	The per person fee payable to us is due 30 days after receipt of our invoice and the balance is payable as required by entities providing travel, lodging, meals, and associated services to your employees and you.	Your managers must, at your expense, attend certain meetings, webinars, and conference. Your manager is required to attend our annual conference. You must pay us our prescribed fees for these meetings and conference regardless of whether your manager attends.
General Manager Training Fee	Currently, $499 per person for General Manager Training at our corporate headquarters. You must pay all travel, wages, lodging, and other related expenses for trainees. These additional costs may range between $1,000 to $5,000.	The General Manager Training Fee is payable to us within 30 days after receipt of our invoice. Travel, wages, lodging and other related expenses for trainees are payable as negotiated with third-party providers.	Ongoing training is generally optional; however, we reserve the right to institute mandatory training programs as we determine to be necessary.

Type of Fee	Amount	Due Date	Remarks (See Note 1)
Onsite Training Fee	Currently, $500 per person for onsite training. You must pay all travel, wages, lodging, and other related expenses for trainers and on-site training. These additional costs may range between $1,000 to $5,000.	The Onsite Training Fee is payable to us within 30 days after receipt of our invoice. Travel, wages, lodging and other related expenses for trainers are payable as negotiated with third-party providers.	Ongoing training is generally optional; however, we reserve the right to institute mandatory training programs as we determine to be necessary.
E-mail Platform & Microsoft Office Subscription	$15-$45 per month per license	Immediately upon receiving invoice	The email platform and Microsoft office subscription we provide, you will pay a monthly fee to us. The amount of the fee can vary based on the services you choose to receive.
Cobblestone Rewards Program	$2,000 set up fee plus $300 per month or 15% of usage per month, whichever is greater plus $0.045 per manual point.	Immediately upon receiving invoice	You must participate in the Cobblestone Rewards Program. Usage means all revenue related to room bookings by guests that are members of the Cobblestone Rewards Program including all items such as breakfast and service fees but does not include vat and sales tax. You are required to sign a Cobblestone Rewards Program Technology Addendum for this purpose at the time you sign the Franchise Agreement.

Type of Fee	Amount	Due Date	Remarks (See Note 1)
Marketing Platform Fee	15% of all revenue derived through the Sojern marketing platform.	Immediately upon receiving invoice	You must participate in the Sojern marketing platform. The fee is payable monthly and is based on the number of bookings your property receives through the platform.
Promotional Programs	Will vary under the circumstances	Immediately upon guest booking or invoice	You must participate in and honor the terms of any discount or promotional program (including any room discounts or discount rate codes) that are applicable to your Cobblestone Lodging Facility, or any other lodging facilities we own, operate, manage or franchise.
Reservation Fees for the Central Reservations System or "CRS"	One-time set-up fee of $2,000 and ongoing monthly fees of $820.	Immediately upon receiving invoice	You must use SynXis for connectivity to GDS/IDS, Guest Connect Booking Engine, Mobile Booking Engine and integration with your PMS. You are required to sign a CRS Technology Addendum for this purpose at the time you sign the Franchise Agreement.

Type of Fee	Amount	Due Date	Remarks (See Note 1)
Central Travel Agent Commission Program	Will vary under the circumstances and is charged as negotiated with third-party providers and is subject to change.	Payable through Automated Clearing House (ACH) or Electronic Funds Transfer (EFT), bi-monthly. Frequency of commission process is subject to change.	You must make certain payments to our designated service provider for participation in the Cobblestone centralized travel agent commission payment program. You must enter into an agreement with the third-party travel agent commission payment service provider designated by us and purchase these commission services. Our designated travel agent commission payment program and your cost of participation and use may be periodically changed by us.
Reservation Call Center (Toll Free Reservation Line)	$1,000 initial set up fee, and 16% of revenue derived from each booked reservation transferred from the call center	Immediately upon receiving invoice	You must use the call center provider we require.
Shift4 (credit card processing)	As negotiated with third-party vendor	Immediately upon receiving invoice	You must use the credit card processing provider and payment gateway we require.
Maintenance, Support, and Training for Guest High-Speed Internet Access Hardware and Software	As negotiated with third-party providers and is subject to change.	Per service provider	You must make complimentary wireless high-speed Internet access available in the guest rooms, lobby, meeting rooms, and hospitality rooms of your Cobblestone Lodging Facility. This requires you to enter into a Property Service Agreement for the purchase of hardware, software, maintenance, support, and training from, and to make certain payment to, third-party vendor.

Type of Fee	Amount	Due Date	Remarks (See Note 1)
Interior Design Review Fee	Up to $5,000	Immediately upon receiving invoice	If (i) you request us to do an interior design review during the term of your Franchise Agreement or (ii) your hotel is not compliant with the Cobblestone Lodging Facility Rules and Regulations Manual, you will be required to pay for our review of the hotel and assessment of expenditures necessary to bring the hotel into compliance with the then-current image intended to be portrayed by Cobblestone Lodging Facility.
Property Management System Fees ("PMS")	One-time initial fee of $15,000. Ongoing fees are $4.85 per room/per month plus a flat integration fee of $195 per month.	Immediately upon receiving invoice.	You must use Stayntouch The PMS may include but is not limited to property management services, point of sale service, CRM services, reservation management, hotel interfaces, and housekeeping management. You are required to sign a PMS Technology Addendum for this purpose at the time you sign the Franchise Agreement.
Attorneys' Fees and Costs	Actual costs to us.	On demand	If we prevail in any judicial proceeding, you must pay our costs and expenses, including attorneys' fees.
Indemnification	Actual costs to us.	On demand	You must reimburse us for claims and expenses arising out of your hotel operations.

Type of Fee	Amount	Due Date	Remarks (See Note 1)
Insurance	Actual costs to us.	On demand	If you fail to obtain insurance coverage required by us for your hotel, we may obtain coverage at your expense.
Liquidated Damages	Up to 36 months of the Monthly Fees	On demand	See Note 2. You must pay us liquidated damages if your Franchise Agreement is terminated for reasons set forth in Article 8 of the Franchise Agreement.

Note 1: All amounts are uniformly imposed by and are payable to us unless otherwise noted. All fees are nonrefundable.

Note 2: Liquidated damages are calculated using your Monthly Fees multiplied by thirty-six (36) monthly payments or, if you are within thirty-six (36) months of the end of the term of your Franchise Agreement. Liquidated Damages calculations do not take into account any discounts given to any fees throughout the term of the Agreement

<Remainder of Page Intentionally Left Blank>

ITEM 7: ESTIMATED INITIAL INVESTMENT

COBBLESTONE INN & SUITES AND COBBLESTONE HOTEL & SUITES®

CONVERSION

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Fee	$45,000	Payment in cash, by ACH, or by check	An Application Fee of $2,500 is due upon submission of your Franchise Application, but is credited against the Initial Fee when your Franchise Agreement is signed	Us
Initial Training Fee	$1,999 - $10,999	Payment in cash, by ACH, or by check	As incurred	Us
Travel, and Living Expenses while Training (Note 2)	$1,000 - $5,000	Payment in cash, by ACH, or by check	30 days after invoice	Us
Furniture, Fixtures & Equipment (See Note 3)	$0 - $1,800,000	As required by suppliers	As incurred	Suppliers. $0 if property is in no need of updates to be accepted into the Cobblestone Lodging Facilities brand. $1,800,000 would be the max of $9,000 per room in a property with 200 rooms
Opening Inventory (See Note 4)	$20,000 - $60,000	As required by supplier	As incurred	Suppliers

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Contactless Check-In and Digital Authorizations	($0-$5.00 per room per month) $0-$1,000	Payment in cash, by ACH, or by check	Prior to receiving the services	Us
Interior Design Review Fee (See Note 6)	$0-$5,000	Payment in cash, by ACH, or by check	Prior to receiving the services	Us
Exterior Signage	$10,000 - $50,000	As required by suppliers	As incurred	Suppliers
Hardware, Software, and Installation	$0 - $20,000	As required by suppliers	As incurred	Suppliers - $0 if conversion and property's current hardware and software meets our brand requirements.
Property Management System Set-Up and Installation	$15,000	Payment in cash, by ACH, or by check	Prior to receiving the services	Us
Reservation System Set-Up and Integration	$2,000	Payment in cash, by ACH, or by check	Prior to receiving the services	Us
Call Center System Initial Set Up and Installation	$1,000	Payment in cash, by ACH, or by check	Prior to receiving the services	Us
High-Speed Internet Access Hardware, Software, and Installation	$0 - $35,000	As required by suppliers	As incurred	Suppliers
Cobblestone Rewards Initial Fee	$2,000	Payment in cash, by ACH, or by check	Due Prior to Opening	Us

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Signage Review Fee (See Note 6)	$0-$5,000	Payment in cash, by ACH, or by check	As incurred	Us
Insurance	$2,000 - $150,000	As required by supplier	Due Prior to Opening	Your Insurance Carriers
Additional Funds – Pre-Opening and 3 Months (See Note 5)	$0-$150,000	As incurred	As incurred	Employees, Suppliers, Utilities
Totals (See Note 9)	**$99,999 to* $2,356,999**		***Totals do not include Real Estate cost (Note 1)	

COBBLESTONE HOTEL & SUITES® AND COBBLESTONE INN & SUITES®

NEW CONSTRUCTION

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Fee	$45,000	Payment in cash, by ACH, or by check	An Application Fee of $2,500 is due upon submission of your Franchise Application, but is credited against the Initial Fee when your Franchise Agreement is signed	Us
Initial Training Fee (Note 1)	$1,999 - $10,999	Payment in cash, by ACH, or by check	As incurred	Us

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Travel, and Living Expenses while Training (Note 1)	$1,000 - $5,000	Payment in cash, by ACH, or by check	30 days after invoice	Us
Real Estate and Site Preparation (See Note 2)	Not Determined	As negotiated with real estate seller and contractors	As incurred	Real Estate Seller and Contractors
Building Improvements, including Architect, MES (i.e. contractor or construction team), Civil and Aquatic Engineers, Design Fees (See Note 3)	$4,956,875 - $12,746,250	As negotiated with contractors, suppliers, architects, and engineers	As incurred	Contractors, Suppliers, Architects, MES, Civil and Aquatic Engineers
Furniture, Fixtures and Equipment (See Note 4)	$700,000 - $1,800,000	As required by suppliers	As incurred	Suppliers
Opening Inventory (See Note 5)	$20,000 - $60,000	As required by suppliers	As incurred	Suppliers
Interior Design Review Fee (See Note 6)	$0-$5,000	Payment in cash, by ACH, or by check	Prior to receiving the services	Us
Exterior Signage	$12,000 - $50,000	As required by supplier	As incurred	Supplier
Hardware, Software, and Installation	$12,000 - $23,000	As required by suppliers	As incurred	Suppliers

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Property Management System and Installation	$15,000	Payment in cash, by ACH, or by check	Prior to receiving the services	Us
Reservation System Set-Up and Integration	$2,000	Payment in cash, by ACH, or by check	Prior to receiving the services	Us
Call Center System Initial Set Up and Installation	$1,000	Payment in cash, by ACH, or by check	Prior to receiving the services	Us
High-Speed Internet Access Hardware, Software, and Installation	$6,000 - $35,000	As required by suppliers	As incurred	Supplier
Closing Costs	$59,000 - $171,000	As incurred	Due Prior to Opening	Third Parties
Contingencies	$50,000 - $200,000	As contingencies arise	As agreed with Contractor and Suppliers	Contractors and Suppliers
Signage Review Fee (See Note 7)	$0-$5,000	Payment in cash, by ACH, or by check	Prior to receiving the services	Us
Construction Review Fee (See Note 8)	$0-$20,000 plus expenses	Payment in cash, by ACH, or by check	Prior to receiving the services	Us
Cobblestone Rewards Initial Fee	$2,000	Payment in cash, by ACH, or by check	Due Prior to Opening	Us
Contactless Check-In	($0-$5.00 per room per month) $0-$450	Payment in cash, by ACH, or by check	Prior to receiving the services	Us

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
and Digital Authorizations				
Insurance	$2,000 - $150,000	As required by supplier	Due Prior to Opening	Your Insurance Carriers
Additional Funds – Pre-Opening and 3 Months (See Note 9)	$75,000 - $150,000	As incurred	As incurred	Employees, Suppliers, Utilities
Totals (See Note 10)	**$5,960,874 to $15,496,699 *** Totals do not include Real Estate cost (Note 1)			

Note 1: The cost of the Initial Training Program for up to three (3) individuals at our corporate headquarters is calculated to $499 per person per day up to a maximum of $1,497 (3 people) and $500 per day up to a maximum of $4,500 (9 days) for on-site training. The chart estimates the costs for transportation, lodging, and meals for your trainees. These incidental costs are not included in the Initial Franchise Fee. Your costs will depend on the number of people attending training, their point of origin, method of travel, class of accommodation and living expenses. You must also provide our staff with complimentary rooms at your hotel for onsite training following your Initial Training Program.

Note 2: The cost of acquiring and developing a site for a new Cobblestone Lodging Facility has not been estimated and is not included in the Item 7 table. This cost will vary depending on such factors as location, size, and the local real estate market. For a conversion property, we assume you already own or lease the real estate.

Note 3: We have not built a new prototypical Cobblestone Lodging Facility; therefore, we do not have actual construction costs based on current actual experience This is an estimate of the cost required to construct and open a new construction hotel and the estimate provided is based on our affiliate's experience constructing our prototype designs. The estimate is based on a 35 to 90 guestroom hotel. The cost of constructing each hotel has the potential to vary greatly and will depend on factors unique to your situation and your hotel. Therefore, your actual costs may fall outside the estimated ranges provided. Unusually high development fees or prevailing wage rates might impact initial expenses. The table does not include the cost of purchasing or leasing real estate, which cannot be estimated with any certainty due to variables such as location, acreage, terms and whether leased or purchased.

Note 4: The estimated cost for furniture, fixtures, and equipment excludes the Property Management System.

Note 5: This estimate is for inventory items such as towels, linens, guest room amenities, paper good and maintenance supplies and equipment.

Note 6: If you use our standard interior design package, you will not be charged any additional fees for us to review.

Note 7: If you wish to use exterior signage that is not our standard in size, width, height, location, or type (i.e. monument, pole, chain letters), we may charge you up to $5,000 to pay for the expense of an architect and market specialist to evaluate whether the proposed signage is acceptable. This fee is typically not refundable. If charged, this fee is due prior to receiving the services.

Note 8: If, due to inspections of your construction site, variations in your plans and specifications from our standards, the necessity to involve our architects, continual delays in the construction schedule, or your request that we review your construction documents and/or visit your construction site, we incur expenses associated with the construction of your lodging facility we may charge you up to $20,000 to review your construction plans and specifications and monitor construction progress to ensure that our standards are being met by your contractor. This fee is typically not refundable. In addition to the Construction Review Fee you must also pay all travel, wages, lodging and other related expenses for our staff when they conduct on-site progress inspections. If charged, this fee is due prior to receiving the services.

Note 9: If you are converting an existing lodging facility, we do not anticipate that you will incur any additional funds during the first three months that you do not normally incur in the continuing operation of your lodging facility. If you are constructing a new lodging facility, the estimated additional funds are based on our affiliates' experience of owning, operating, and managing Cobblestone Lodging Facilities, of your pre-opening expenses related to supplies and utilities, including travel, wages, lodging, and other related expenses, and working capital requirements for the first 3 months after your Cobblestone Lodging Facility opens for business. Working capital for the first 3 months includes general operating expenses such as lease payments, payroll, payroll expenses, facility expenses, pest control, security, and maintenance. These amounts do not include any estimates for debt service.

Note 10: We do not offer direct or indirect financing. We do not guarantee your note, lease or obligations (See Item 10).

**Except as otherwise noted, none of these costs and expenses are refundable. These costs and expenses associated with converting or building a Cobblestone Lodging Facility are only estimates and your costs may be higher depending on your particular circumstances.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

General Obligations

You must operate your Cobblestone Lodging Facility according to our standards and specifications as we may establish from time to time in our Cobblestone Rules and Regulations Manual. We will provide you with the Rules and Regulations Manual, as well as any updates to it, in hard copy, electronic format or otherwise by written communication from us. We will provide you with drawings of our interior and exterior Cobblestone Lodging Facility prototypical requirements in hard copy or electronic format.

You must purchase your Cobblestone Lodging Facility's Central Reservation System ("CRS"), Property Management System ("PMS"), Call Center Reservation Services ("CCR"), Cobblestone Rewards Program ("Rewards Program"), and credit card processing system from our approved

suppliers. We do not grant approval of alternative suppliers for the CRS, PMS, CCR, Rewards Program, or credit card processing system.

You will have the right and option to purchase all other goods and services from any suppliers you choose, provided that these goods and services conform to our standards of quality and uniformity.

When approving suppliers, including architects, contractors and insurance carriers, our criteria is that the goods and services provided comply with our standards of quality and uniformity. While we do not have written criteria for the approval of architects and contractors, we will provide written criteria regarding our standards of quality and uniformity to you or the suppliers you choose at their request.

The process by which you must request approval of your chosen supplier, architects and contractors begins with you submitting to us information regarding the supplier in writing. Our approval will not be unreasonably withheld if the supplier's products or services meet our standards of quality and uniformity. You will generally receive written notification from us of our determination regarding your proposed supplier within 30 days of receipt of your request.

If, during the term of your Franchise Agreement, a supplier that you are using no longer complies with our standards of quality and uniformity we may revoke our approval and give you no less than 30 days to find a different supplier that is able to bring your Cobblestone Lodging Facility into compliance with our standards.

To ensure that the goods and services you are using comply with our standards, we may charge you an Interior Design Review Fee of up to $5,000, a Signage Review Fee of up to $5,000, and a Construction Review Fee of up to $20,000.

Except for the Cobblestone Rewards Program, credit card processing system, the CRS, Email Platform & Office Subscription, TACS, the PMS and the CCR, you do not have to purchase or lease anything from us or any of our affiliates and neither we nor are our affiliates are the only approved suppliers of any products or services you must purchase; however, we and our affiliates can be suppliers for any goods and services we offer.

Participation in the Cobblestone Reputation Portal is required.

Ownership in Suppliers

Our officers and/or owners, Kim Wogernese and Jeremy Griesbach, own interests in GHG, which is the parent and sole member of BriMark, CSC, BMBC, and BMBLA.

Central Reservation System

You must use the central reservation system provider that we select. Currently we require franchisees to use SynXis, but we may change providers at any time. In exchange for us arranging for these services to be provided to you, you must execute a Central Reservation System Technology Addendum (see Exhibit E to this disclosure document) and you must pay us the Reservation Fees described in Item 6 of this disclosure document. The CRS services include connectivity to global distribution systems (GDS), online travel agents, website and mobile booking engines, reservation call centers, managing rates and content and revenue management. You must participate in third party reservation systems that we make available, including AMADEUS, GALILEO/APOLLO, SABRE, WORLDSPAN, various Internet reservation services (any of which may change), and all third party reservation services, which include direct connections into our central reservation system. Currently, Synxis is the only approved supplier of the CRS services. Neither we nor any affiliate is an approved supplier of this CRS service. No alternative suppliers of the CRS will be considered and there are no criteria for approving alternative suppliers.

Property Management System

You must use the property management system provider that we select. Currently, we require the franchisees to use Stayntouch™, but we may change providers at any time. In exchange for us arranging for these services to be provided to you, you must execute a Property Management System Technology Addendum (see Exhibit F to this disclosure document) and you must pay us the Property Management Fees described in Item 6 of this disclosure document. The PMS may include but is not limited to property management services, point of sale service, CRM services, reservation management, hotel interfaces, and housekeeping management. Currently, Stayntouch™ is the only approved supplier of the PMS services. Neither we nor any affiliate is an approved supplier of the PMS services. No alternative suppliers of the PMS will be considered and there are no criteria for approving alternative suppliers.

Call Center Reservation Services

You must use the Call Center Reservation Services provider that we select. Currently, we require the franchisees to use Sabre, but we may change providers at any time. In exchange for us arranging for these services to be provided to you, you must execute a Call Center Reservation Services Technology Addendum (see Exhibit L to this disclosure document) and you must pay us the Call Center Reservation Service Fees described in Item 6 of this disclosure document. The CCR services include all inbound and outbound calls in. Currently, Sabre is the only approved supplier of the CCR services. Neither we nor any affiliate is an approved supplier of the CCR services. No alternative suppliers of the CCR will be considered and there are no criteria for approving alternative suppliers.

Cobblestone Rewards Program

You must participate in the Cobblestone Rewards Program. We administer the Rewards Program. In exchange for us administering the Rewards Program, you must execute a Cobblestone Rewards Program Technology Addendum (see Exhibit M to this disclosure document) and you must pay us the Cobblestone Rewards Program Fees described in Item 6 of this disclosure document. The Rewards Program services include administration and management of guest points and redemptions. Currently, Cendyn is the only approved supplier of the Rewards Program services. Neither we nor any affiliate is an approved supplier of the Rewards Program services. No alternative suppliers of the Rewards Program will be considered and there are no criteria for approving alternative suppliers.

Contactless Check-In and Digital Authorizations

Currently, Contactless Check-In and Digital Authorizations are optional services, but we may make them mandatory at any time. Stayntouch is the required provider for these services. Neither we nor any affiliate is an approved supplier of Contactless Check-In and Digital Authorization Services. No alternative suppliers of the Contactless Check-In and Digital Authorizations will be considered and there are no criteria for approving alternative suppliers.

Credit Card Processing & Payment Gateway System

You must use the credit card processing and payment gateway system provider that we select. In exchange for us arranging for these services to be provided to you must pay the fees described in Item 6 of this disclosure document. Currently, Shift4 is the only approved supplier of credit card processing services, but we change providers at any time. Neither we nor any affiliate is an approved supplier of the credit card processing services. No alternative suppliers of the credit card processing will be considered and there are no criteria for approving alternative suppliers.

Cobblestone Reputation Portal

You must participate and meet the minimum requirements of the Cobblestone Reputation Portal. Franchisor reserves the right to charge a fee for the Cobblestone Reputation Portal but currently, there is no fee.

Hardware and Software

You are required to have computer hardware at your Cobblestone Lodging Facility to use the CRS, CCR, PMS, Rewards Program, Contactless Check-In and Digital Authorizations, and credit card processing system; however we do not currently require that this be purchased or leased from us, our affiliates, or an approved supplier. At a minimum the computer hardware you are required to purchase consists of one (1) computer terminal for every 50 rooms. These terminals can be used for the CRS, CCR, PMS, Rewards Program, Contactless Check-In and Digital Authorizations, and credit card processing system (described above).

Proportion of Your Initial Investment and Ongoing Expenses

We estimate that your required purchases and leases from the approved and designated suppliers of the Cobblestone Rewards Program, Central Reservation System, Property Management System and Call Center Reservation Services will represent (i) approximately 0.1% to 0.5% of your initial investment for a newly constructed hotel and approximately 1.5% to 18% for a conversion; and (ii) approximately 15% to 30% of your ongoing monthly expense for either a newly constructed hotel or a conversion.

Items We Derive Revenue From

For the year ended December 31, 2024, our revenues and our affiliates revenues from the sale of goods and services to franchisees were $3,744,482.71 or 38.99% of our total revenues of $9,603,699.57 Except for the Cobblestone Rewards Program, the CRS, the CCR, and the PMS, you do not have to purchase or lease anything from us.

Other than as disclosed above, we derived no revenue or other material consideration as a result of required franchisee purchases or leases during the fiscal year ended December 31, 2024. Similarly, other than as disclosed above, no suppliers make payments to us from franchisee purchases.

If we do receive funds from unaffiliated third-party suppliers as a result of purchases franchisees are required to make, it will be used to offset the expenses of our Annual Conference.

Purchasing or Distribution Cooperatives

Neither we nor our franchisees have established any purchasing or distribution cooperatives as of the fiscal year ended December 31, 2024.

Material Benefits

We attempt to negotiate purchase arrangements with third party suppliers (including price terms) for the benefit of all Cobblestone Lodging Facilities, "Boarders Inn & Suites by Cobblestone®", "Key West™", "Centerstone™", and "Riverstone Suites by Cobblestone Hotels ™" branded lodging facilities. We do not provide material benefits to you (including renewal rights or the right to open additional Cobblestone Lodging Facilities) based on your purchase of particular goods and services or on your purchases of particular products or services or your use of particular suppliers. However, purchases of goods or services that do not meet our standards in violation of the Franchise Agreement will entitle us to, among other things, terminate your Franchise Agreement.

[Remainder of Page Intentionally Blank]

Insurance

Each Cobblestone property is required to adhere to all the following insurance related terms, limits, coverage, policies and procedures, which we reserve the right to change at any time in our discretion:

Carrier Requirements:	Minimum AM Best Rating, Alpha Rating: A- Financial Category: VI
Insurance Coverage and Limit Requirements:	General Liability
	(a) All General Liability Limits Apply on a Per-Location Basis (b) Per Occurrence: $1,000,000 (c) Additional Insured listing for Cobblestone Hotels, LLC (d) Cyber Liability and Data Breach coverage: $500,000 (e) Waiver of Subrogation Cobblestone Hotels, LLC
	Worker's Compensation
	(a) Statutory Limits i. Employee: $500,000 ii.Each Accident: $500,000 iii. Disease Policy Limit: $500,000 (b) Waiver of Subrogation listing for Cobblestone, LLC
	Employment Practice Liability
	(a) Each Occurrence: $250,000
	Automobile Liability
	(a) Hired and Non-Owned Auto Coverage: Combined Single Limit $1,000,000 (b) If property has an owned-auto: Commercial Auto Liability: Combined Single Limit: $1,000,000
	Liquor Liability
	(a) Required on any property that charges in any way for alcoholic beverages. (b) Each Occurrence: $1,000,000 (Subject to state statute)
	Umbrella Policy
	(a) $5,000,000
Additional Insured Wording	"Cobblestone Hotels, LLC, its affiliates, subsidiaries, and its and their respective employees, agents, officers, and directors are named as additional insured."

Additional Requirements/Notes	(a) Additional insured in favor of the above for all liability policies. (b) Waiver of subrogation in favor of the above referenced additional insured for worker's compensation policies (c) Thirty (30) days written notice of cancellation (d) Notify in writing if liquor availability is not applicable (e) Notify in writing when only one location is covered in policy (f) Limit requirements can be achieved with the combination of underling and umbrella limits (g) If personal property and/or sign are leased from Cobblestone Hotels, LLC an evidence of property insurance naming Cobblestone Hotels, LLC as loss payee or Mortgagee must be provided.
Certificate of Insurance Requirements	Each property is required to provide Cobblestone Hotels, LLC with a Certificate of Insurance on the Acord form. The certificate must show all the required elements noted above as well as the following items: (a) Certificate must show location and property code. Certificates received without referencing the property code will not be accepted. (b) Certificate of Holder is to be named as Cobblestone Hotels, LLC. (c) Certificate of Insurance is to be emailed, mailed or faxed to: Cobblestone Hotels, LLC Attn: Insurance Compliance 980 American Drive, Neenah, WI 54956 Fax: 866-403-7287 Email: insurance@staycobblestone.com

All insurance policies must be issued by carriers approved by us. Such carriers will be approved in the same way suppliers are approved (see above). Your insurance must contain such types and minimum amounts of coverage, exclusions and maximum deductibles as we prescribe from time to time, must name us and our affiliates as additional insureds, must provide for 30 days' prior written notice to us of any material modification, cancellation or expiration of such policy and must include such other provisions as we may require periodically.

ITEM 9: FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise 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.

	Obligation	Section in Franchise Agreement	Disclosure Document Item
a.	Site Selection and acquisition/lease	Art. 18	Items 11 and 12
b.	Pre-Opening purchases/lease	Art. 18	Items 5, 8, and 11

	Obligation	Section in Franchise Agreement	Disclosure Document Item
c.	Site development and other pre-opening requirements	Art. 18	Items 6, 7, 11, and 12
d.	Initial and ongoing training	Art. 11	Items 6, 7, and 11
e.	Opening	Art. 11(D)	Item 11
f.	Fees	Art. 4(A), 5(A), 5(B), 5(C), 6(E), 6(F), 6(P), 6(V), 6(W), 6(Z), 6(AA), 6(BB), 11(A), 13(A) and 18(G) Also, Technology Addendums, Exhibits E, F, G, H and I to the disclosure document	Items 5, 6, and 11 Exhibits E, F, G, H and I
g.	Compliance with standards and policies/operating manual	Art. 6	Item 11
h.	Trademarks and proprietary information	Art. 3, 7(D), 7(E)	Items 13 and 14
i.	Restriction on products/services offered	Art. 6(J)	Items 8 and 16
j.	Warranty and customer service requirements	Art. 11, 12	Item 11
k.	Territorial development and sales quotas	Not Applicable	Not Applicable
l.	Ongoing product/service purchases	Art. 6(J) and 6(K) Also, Technology Addendums, Exhibits E, F, G, H and I to the disclosure document,	Items 6, 8, 16, and Exhibits E, F, G, H and I
m.	Maintenance, appearance, and remodeling requirements	Art. 6(F),6(L),6(P)	Item 11
n.	Insurance	Art. 14	Item 8
o.	Advertising	Art. 6(A), 6(Z) and 6(BB)	Item 11
p.	Indemnification	Art. 15	Item 8
q.	Owner's Participation/Management/Staffing	Art. 6(O)	Item 15

	Obligation	Section in Franchise Agreement	Disclosure Document Item
r.	Records and Reports	Art. 16	Item 15
s.	Inspections and Audits	Art. 16 and 18	Items 11 and 15
t.	Transfer	Art. 17	Item 17
u.	Renewal	Art. 2(B)	Item 17
v.	Post-termination obligations	Art. 10, 15(c)	Item 17
w.	Non-competition covenants	Not Applicable	Item 17
x.	Dispute resolution	Art. 19(F), 21	Item 17
y.	Other: Hospitality Portal	Art. 6(Y)	Item 11
z.	Rewards Program	Art. 6(C)	Item 6

ITEM 10: FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligations.

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

Except as listed below, Cobblestone Hotels, LLC is not required to provide you with any assistance.

Pre-Opening Assistance

Before you open your Cobblestone Lodging Facility, we will provide you with the following assistance:

(1) We will negotiate your Protected Area (Franchise Agreement §1(A)).

(2) Before signing the Franchise Agreement, we will approve your site in our sole and absolute discretion. We will determine whether to accept or reject your proposed site after considering factors as we deem appropriate, including the general site and neighborhood, demographic information, traffic patterns, access, visibility, site of other lodging businesses (including Cobblestone Lodging Facilities), and size, condition, configuration, appearance and other physical characteristics of the site.

Typically, we will approve or reject your site within 30 days of receiving your application and Application Fee.

The Application Fee is currently $2,500 (see Item 5) and will be credited against your Initial Fee if we approve your application. If we accept the site and your franchise application, we will send you written notice of our acceptance decision.

If we reject your application, your Application Fee will not be refunded.

We do not generally own the site and lease it to you.

(3) We will provide you with a copy of, or access to, our Rules and Regulations Manual (consisting of 54 pages) which contains the system standards and specifications for your Cobblestone Lodging Facility, including standards for the furniture, fixtures, and certain equipment used to furnish your Cobblestone Lodging Facility and which contains the mandatory and suggested specifications when using our logo and trademarks to market your Cobblestone Lodging Facility (Franchise Agreement §§ 1(C), 6(H) and 12(A)).

(4) We will provide you with a copy of our approved standard plans for your Cobblestone Lodging Facility (Franchise Agreement §§6(E), 12(A), and 18(C)).

(5) We have the right to approve or reject the architect and contractor which you propose to use to design and/or construct your Cobblestone Lodging Facility (Franchise Agreement §18(C)).

(6) If you are constructing a new Cobblestone Lodging Facility, we will review and approve the detailed plans and specifications for your Cobblestone Lodging Facility which will be prepared at your expense by your architect who has been approved by us. Your approved architect will be required to conform your Cobblestone Lodging Facility to local ordinances and building codes. In addition, you or your contractor will be required to obtain any required permits for the construction or operation of your Cobblestone Lodging Facility. We are not required to assist you in conforming your Cobblestone Lodging Facility to local ordinances and building codes or in obtaining any required permits (Franchise Agreement §18(C)).

(7) If you wish to deviate from one of our standard interior design packages or to use a custom design package, we will review, approve, or provide comments on your interior design package and, following our approval, any subsequent modifications to your package (Franchise Agreement §§6(P) and 18(C)). We may charge you an Interior Design Review Fee of up to $5,000 for this service (Franchise Agreement § 6(E)) (see Item 5).

(8) We may, in our discretion, periodically inspect your Cobblestone Lodging Facility during construction or conversion, as applicable. However, we are not required to provide assistance in constructing, remodeling, or decorating your Cobblestone Lodging Facility (Franchise Agreement §§6(P) and 18(C)).

(9) We will inspect your Cobblestone Lodging Facility prior to opening (Franchise Agreement §§6(P) and 18(C)).

(10) Provide you with an initial Training Program (see below) (Franchise Agreement §11(A)).

Post-Opening Assistance

During the operation of your Cobblestone Lodging Facility, we will provide you with the following assistance:

(1) We will loan you a copy or give you access to our confidential operations materials (the Cobblestone Rules and Regulations) via a private extranet the Cobblestone Portal (Franchise Agreement §§6(E), (Y) and 12(A)).

(2) We may inspect your Cobblestone Lodging Facility as often as we deem appropriate (Franchise Agreement §6(P).

(3) We may, in our discretion, protect the "Cobblestone" name, trademarks and/or copyrights as well as the distinguishing characteristics of a Cobblestone Lodging Facility. We will indemnify and hold you harmless from any damages assessed against you in any action commenced against you if you have been named as a defendant in the action solely as a result of your use of our trademarks

and service marks in compliance with your obligations under our Rules and Regulations Manual (Franchise Agreement §3(E)).

(4) We may, in our discretion, hold annual conferences and/or training and motivational programs designed to generate and foster employee awareness, sensitivity, and responsiveness to the customers who patronize your Cobblestone Lodging Facility. Your General Manager is required to attend our conference. You must pay the registration fees established by us for these conferences and programs regardless of whether you attend. Currently the cost for each person to attend our conference is $899. In addition, you must pay all of the travel, living, and employment-related expenses for you or your staff attending these conferences and programs. These conferences and programs will be held at the location or locations selected by us in our discretion (Franchise Agreement §11(A)).

(5) We may, in our discretion, sponsor one or more loyalty programs to promote and reward the frequent and regular guests of Cobblestone Lodging Facilities. You must, at your expense, participate in all these programs, including our current program, "Cobblestone Rewards" (Franchise Agreement §6(C)).

(6) We will, upon your request, provide you with advisory services related to guest service, property sales, and the operation of your Cobblestone Lodging Facility. You must reimburse us for all reasonable administrative and out-of-pocket expenses incurred by us in providing these services and provide lodging to our representatives at no charge (Franchise Agreement §12(A)).

(7) We will provide you with access to a central reservation system, (comprised of certain centralized reservation services, including Global Distribution Services, email/Internet, generic voice reservation services for your hotel and credit card processing. (Franchise Agreement §6(V)(1) - (3)).

(8) We reserve the right, to the fullest extent allowed by applicable law, to establish maximum, minimum or other pricing requirements with respect to the prices you may charge for products and services. You must participate in and honor the terms of any discount or promotional program (including any room discounts or discount rate codes) that are applicable to your Cobblestone Lodging Facility, or any other lodging facilities we own, operate, manage or franchise, that we offer to the public on your behalf and any room rate quoted to any guest at the time the guest makes an advance reservation. You will take all action necessary to participate in any discount or promotional programs (Franchise Agreement §6(J)).

(9) We will provide you with information regarding our standards of quality and uniformity upon request by a supplier or you (Franchise Agreement §6(K)).

Time of Opening

We estimate the time from the date you sign the Franchise Agreement to the date you open your Cobblestone Lodging Facility for business to be between 15 to 18 months if your facility is to be newly constructed, and 2 to 4 months if you are converting an existing hotel to a Cobblestone Lodging Facility. However, this time estimate may vary depending on numerous factors, including location, construction or renovation schedules, permits, zoning and local ordinances, weather conditions, shortages, delayed installation of equipment, fixtures, and signage, and financing. Your Cobblestone Lodging Facility must be open for business within 4 months of signing your Franchise Agreement if you are converting an existing hotel and within 18 months of signing your Franchise Agreement if you are constructing a new hotel. We may grant you an extension of completion in our discretion.

Training

Your General Manager must successfully complete our full Training Program ("CARE Training") before you open your hotel for business and/or within 120 days of taking the General Manager

position. If your General Manager oversees more than one hotel, one or more assistant managers must also successfully complete our Training Program. You or other individuals you designate may also attend the Training Program but are not required to do so. The Training Program consists of up to five (5) days of classroom and on-the-job training for your General Manager on the basic management and operations of a Cobblestone Lodging Facility, including CARE training. Currently we charge $499 per person for the Opening Training that is conducted at our corporate headquarters and $500 per day for on-site training, which can be up to 9 days. You are responsible for all travel, wages, lodging, and other related expenses for the trainees and, during on-site training, our staff (Franchise Agreement §11(A)).

Currently, training is conducted under the supervision of our Brand Services Team. Members of our Brand Services team have no less than 3 years' experience in the operation of lodging facilities. The materials used in the Training Program currently include our Rules and Regulations Manual. Our Training Program must be completed by your General Manager no more than one hundred twenty (120) days prior to the opening of your Cobblestone Lodging Facility and requires that your General Manager be present at our corporate headquarters for up to 5 days.

After your Cobblestone Lodging Facility opens for business, we may require additional training on an as-needed basis if your Cobblestone Lodging Facility is not operating in compliance with our standards, we institute new standards, or you hire employees that are unfamiliar with our standards.

Our Training Program consists of the following:

OPENING TRAINING

TRAINING PROGRAM **Subject Taught**	**Hours of Classroom Training**	**Hours of On-The- Job Training**	**Location**
Front Desk Application	16	Up to 20	On Property
Building Management & Operations	2	Up to 5	On Property
Safety and Security	1	Up to 2	On Property
Revenue Management	2	Up to 4	On Property
Guest Relations	4	Up to 5	On Property
Brand Standards	4	Up to 8	On Property
Total Hours	29	Up to 44	On Property

GENERAL MANAGER BRAND TRAINING (Including CARE Training)

Subject Taught	**Hours of Classroom Training**	**Hours of On-The- Job Training**	**Location**
Systems	24	NA	On Property
Building Management	30 min	NA	On Property
Safety and Security	1	NA	On Property
Revenue Management	8	NA	On Property
Guest Relation	4	NA	On Property

Brand Standards	8	NA	On Property
eCommerce & Marketing	4	NA	On Property
Total Hours	Up to 49.5	NA	

* The Cobblestone Corporate Headquarters is located at 980 American Drive, Neenah, WI 54956

All Training classes include CARE training and are held when necessary.

After you or your General Manager(s) have successfully completed our management training program, one or more of our representatives will provide (a) up to five (5) days of opening assistance and staff training at your Cobblestone Lodging Facility, and (b) up to four (4) additional days of onsite training as we determined to be necessary. You must either provide complimentary rooms or pay all lodging expenses incurred by our personnel in providing this assistance and training. We will only provide this assistance and training if you have provided us with a copy of the certificate of occupancy for your Cobblestone Lodging Facility. In addition, if your Cobblestone Lodging Facility is not ready to be opened for business when our representative arrives to provide this assistance and training, you must reimburse us for all salary, expenses, and other costs incurred by us and our personnel while they are delayed in providing this opening assistance and on-site training (Franchise Agreement §11(D)).

Computer System

You must use the central reservation system ("CRS") provider that we select. In exchange for us arranging for these services to be provided to you, you must execute a Central Reservations System Technology Addendum (see Exhibit E to this disclosure document) and you must pay us the Reservation Fees described in Item 6 of this disclosure document. The CRS services include connectivity to global distribution systems (GDS), online travel agents, website and mobile booking engines, reservation call centers, managing rates and content and revenue management. You must pay us a set-up fee of $2,000 and $820.00 per month for your use of the Synxis CRS services.

You must use the property management system ("PMS") provider that we select. In exchange for us arranging for these services to be provided to you, you must execute a Property Management System Technology Addendum (see Exhibit F to this disclosure document) and you must pay us the Property Management Fees described in Item 6 of this disclosure document. The PMS services include The PMS may include but is not limited to property management services, point of sale service, CRM services, reservation management, hotel interfaces, and housekeeping management.. Currently, excluding hardware, the cost of purchasing, installing, and maintaining the PMS is a one-time setup fee of $15,000, $4.85 per room per month, and ongoing monthly fees of $195 for the interfaces required to connect the PMS to the Point-of-Sale system. We reserve the right to require additional interfaces, which will range in cost from $55 to $85 per month per integration.

You must use the call center reservation services ("CCR") provider that we select. In exchange for us arranging for these services to be provided to you, you must execute a Call Center Reservation Services Technology Addendum (see Exhibit G to this disclosure document) and you must pay us the Call Center Reservation Services Fees described in Item 6 of this disclosure document. The CCR services include initial set up and implementation of the CCR at the Franchised Location, standard telecom/system set-up and/or line re-routing to start the Call Center services, training for agents and inbound/outbound call routing and assistance. Currently, excluding hardware, the cost of purchasing, installing, and maintaining the CCR service is a one-time setup fee of $1,000 plus 16% of revenue derived from each booked reservation transferred from the Call Center.

Every Cobblestone Lodging Facility and the "Key West™," "Centerstone™," "Riverstone Suites by Cobblestone Hotels ™ and "Boarder's Inn & Suites by Cobblestone®" lodging facilities must also participate in our Cobblestone Rewards Program, and any other rewards or frequent traveler program we may initiate. Our Cobblestone Rewards Program provides member guests with rewards points that they can apply to a variety of products and services such as airline tickets, hotel stays, and gift cards. Stays are tracked through members' rewards account and redeemed through us. Cobblestone Rewards Program expenses are funded through a separate charge to each Cobblestone Lodging Facility and the "Key West™," "Centerstone™", "Riverstone Suites by Cobblestone Hotels ™" and "Boarders Inn & Suites by Cobblestone®" branded lodging facilities. In exchange for us administering the Rewards Program, you must execute a Cobblestone Rewards Program Technology Addendum (see Exhibit H to this disclosure document) and you must pay us the Cobblestone Rewards Program Fees described in Item 6 of this disclosure document. The Rewards Program services include administration and management of guest points and redemptions. Currently, excluding hardware, the cost of purchasing, installing and maintaining the Rewards Program is a one-time set-up fee of $2,000 plus the greater of $300 per month or 15% of usage per month, whichever is greater, plus $0.045 per manual point.

You must use the credit card processing services provider that we select and you must pay the fees described in Item 6 for these services. Currently, the cost of the credit card processing services varies and is negotiable with Shift4, the approved supplier of the services.

At a minimum the computer hardware you are required to purchase for the CRS, PMS, CCR, Rewards Program, Contactless Check-In and Digital Authorizations, and credit card processing consists of one (1) computer terminal at the front desk and one (1) computer terminal for the back office. The hardware you are required to purchase can be used for all of the services and initial cost of hardware, in addition to any set-up fees is between $12,000 and $23,000 for a newly constructed Cobblestone Lodging Facility and between $0 and $20,000 for a conversion.

You must make complimentary wireless high-speed Internet access available in the guest rooms, lobby, meeting rooms, and hospitality rooms of your Cobblestone Lodging Facility. We estimate that this will cost you between $0 and $15,000. You must also use e-mail service that we designate.

In connection with our current CRS, PMS, CCR and Rewards Program you must sign a Central Reservation System Technology Addendum (see Exhibit E to this disclosure document), a Property Management System Technology Addendum (see Exhibit F to this disclosure document), a Call Center Reservation Services Technology Addendum (see Exhibit G to this disclosure document) and a Cobblestone Rewards Program Technology Addendum (see Exhibit H to this disclosure document). If we make future modifications to our CRS, PMS, CCR, and/or Rewards Program, we may require you to enter into one or more agreements with us or one or more third-party vendors designated by us, which agreements shall be in a form established by us from time to time. You may not use any other third-party reservation services or programs or a property management system, except those services and programs approved by us. If you default in your obligations under the Franchise Agreement, we have the right to suspend your participation in the CRS, PMS and CCR (and other services provided by us) for the duration of your default (Franchise Agreement §§6(V)-(AA) and 12(B)).

These requirements may require you to enter into an agreement for the purchase of hardware, software, maintenance, support, and training from, and to make certain payments, as negotiated by you, to third-party vendors. You are required to periodically upgrade your hardware and software to maintain compliance with these standards. We have no control over such third-party vendors and cannot anticipate when such third-party vendors will assess a fee, or what that fee will be for such maintenance, updating, upgrading or support. There are no contractual limitations on the frequency or cost of maintenance or required upgrades or updates. We have independent access to information

and data on your computer system. There are no contractual limitations to our right to receive and access this information.

There are no contractual limitations on the frequency and cost of your obligation to purchase or lease computer systems or maintain, repair, upgrade or update your hardware and software.

You must register and actively use our Hospitality Information Portal, C-Street/Cobblestone Portal. This electronic media is the primary method for chain wide communications. Time sensitive information and important correspondence may be provided through the C-Street/Cobblestone Portal and, therefore, must be actively accessed on at least a daily basis by your manager(s) or staff (Franchise Agreement §§6(V) - (AA), and 12(B)).

Advertising

Other than the materials we develop with the Marketing Fund Fees, we are not obligated to provide you with marketing or advertising materials. You are permitted and encouraged to develop advertising and promotional materials at your own expense for your own use in local and regional advertising. We must approve the use, style, and form of the word "Cobblestone" or other registered trademarks or variations of our marks in any advertising, marketing, website, home page, or other presence on the Internet, public relations, telemarketing or promotional campaign or program. You may not use any advertising or promotional materials or methods until they have received our approval and must immediately discontinue the use of any previously approved advertising or promotional materials or methods we subsequently disapprove. We will not unreasonably withhold our approval. We will generally make a decision on your advertising materials within 14 days after receipt (Franchise Agreement §6(A), (B), (H), and (Z)).

Franchise Advisory Board

The Cobblestone Franchise Advisory Board ("Board") is an advisory group which provides input to us on various matters, including advertising. The Board consists of corporate and franchisee members and provides a forum for the exchange of ideas and information. The purpose of the Board is to enhance revenue, profits and the perception of the brands for all properties. The Board serves in an advisory capacity only and has no operational or decision-making power. Franchisee members of the Board are elected by franchisees within the regions they represent. Corporate members of the Council are appointed by us. We have the power to change or dissolve the Board at any time. Other than the Board, there is no advertising council composed of franchisees.

Marketing Services - Sojern Platform

We have entered into an agreement with Sojern, Inc. to provide marketing services which includes, but is not expressly limited to directing guest traffic to our hotels through Sojern's proprietary marketing program. We require you to participate in the Sojern Marketing Platform, and you will be invoiced a monthly fee of 15 percent of your gross revenues derived from the Sojern platform.

Cooperative Advertising and Marketing Programs

We or our designee will however administer a Marketing Fund for the entire Cobblestone system, including "Boarders Inn & Suites by Cobblestone®," "Cobblestone Hotel & Suites®," "Cobblestone Inn & Suites®," "Cobblestone Suites™," "Key West™", "Centerstone™", and "Riverstone Suites by Cobblestone Hotels ™" branded lodging facilities. The purpose of the Marketing Fund is the creation and development of marketing, advertising, and related programs and materials for the purpose of maximizing general recognition and patronage of the Marks (as defined in Item 13) for the benefit of all properties franchised by us. You must contribute to the Marketing Fund a monthly marketing fee equal to $0.75 per day multiplied by the number of guest rooms at the Franchised Location, calculated based on a 30-day month.

Currently we use the Marketing Fund for Search Engine Optimization on the Internet. We will have sole control over the creative concepts, content, form, and media placement of all advertising and promotional materials developed with Marketing Fund contributions, and the allocation of Marketing Fund monies to production, placement, or other costs. We may create and place advertising and promotions, and allocate funds, for conducting sales, advertising and marketing programs on a national, regional, or local basis. We may use Marketing Fund contributions in our sole discretion for any purpose relating to sales, marketing or advertising initiatives or programs that we may adopt periodically, including developing, producing, distributing, and placing advertising, engaging in telemarketing/Internet activities, establishing, maintaining, updating and upgrading one or more Web sites, obtaining sponsorships and endorsements, and conducting public relations activities. Advertising and promotional materials developed with Marketing Fund contributions may be either created in-house by our marketing department, or we may retain the services of a national or regional advertising agency. The Marketing Fund will not be used to defray any of our general operating expenses, except for reasonable salaries, administrative costs and overhead we may incur in activities related to the administration of the Marketing Fund and its programs, including preparing advertising and marketing materials and collecting and accounting for contributions to the Marketing Fund.

Although one of the goals of the Marketing Fund is to maximize general recognition and patronage of the Marks (as defined in Item 13) for the benefit of all Cobblestone branded hotels, we cannot assure you that your Cobblestone Lodging Facility will benefit directly or pro rata from the placement of advertising or other expenditure of funds from the Marketing Fund. Although we do not currently do so, we may use Marketing Fund contributions for creating or placing advertisements principally for the solicitation of new franchisees. In addition, we may include in all advertising prepared from Marketing Fund contributions (including Internet advertising and Web site development) information concerning franchise opportunities, and a portion of Marketing Fund contributions may be used to create and maintain one or more Web sites or interior pages on a Web site devoted to advertising franchise opportunities and identifying and screening inquiries and applications submitted by franchise candidates.

The Marketing Fund will be accounted for separately from our other funds but may be deposited in any of our general accounts and commingled with our other funds. We do not credit the Marketing Fund with interest. We may spend in any fiscal year an amount greater or less than the aggregate contributions of all Cobblestone branded hotels to the Marketing Fund in that year. The Marketing Fund may borrow from us or other lenders to cover deficits in the Marketing Fund. The Marketing Fund may invest any surplus for future use by the Marketing Fund or use Marketing Fund contributions to repay loans made by us or other lenders to the Marketing Fund. The Marketing Fund is not audited, but we will prepare annually a statement of monies collected and costs incurred by the Marketing Fund and furnish you a copy upon your written request. Except as otherwise provided above, we assume no direct or indirect liability or obligation with respect to the maintenance, direction or administration of the Marketing Fund. We do not act as trustee or in any other fiduciary capacity with respect to the Marketing Fund.

Neither we nor our affiliates have any corporate owned locations that contribute to the Marketing Fund. If at any time we, or our affiliates, do have corporate owned locations, those locations will contribute equally to the Marketing Fund at the same rate required by franchisees.

During the fiscal year ended December 31, 2024, the Marketing Fund was allocated 100% for media, advertising, promotions, and marketing programs.

You must participate in and honor the terms of any discount or promotional program (including any room discounts or discount rate codes) that are applicable to your Cobblestone Lodging Facility, or any other lodging facilities we own, operate, manage or franchise, that we offer to the

public on your behalf and any room rate quoted to any guest at the time the guest makes an advance reservation. You agree that you will take all action necessary to participate in any discount or promotional programs.

We require that you offer the Cobblestone Breakfast Program Menu (the "Menu") to your customers at no charge. The content of this Menu may be periodically changed by us in our discretion.

Other than the Marketing Fund, Cobblestone Breakfast Program and any promotional programs we may offer, there are currently no other advertising funds we require participation in and you will not be required to participate in any local or regional advertising cooperatives.

Rules and Regulations Manual

We provide all Cobblestone Lodging Facilities with a copy of, or access to, our Rules and Regulations Manual, which contains a total of 54 pages of information regarding the system standards and specifications for the operation of a Cobblestone Lodging Facility, including standards for furniture, fixtures, and equipment and the mandatory and suggested specifications when using our logo and trademarks to market your Cobblestone Lodging Facility. The table of contents to our Rules and Regulations Manual is attached to this disclosure document as Exhibit K. (Franchise Agreement §§6(E), 12(A), and 18(C))

ITEM 12: TERRITORY

Protected Area

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we own. We and our affiliates have the right both within and outside of your Protected Area (see next paragraph) to: (1) distribute products or services through alternative channels of distribution (including the Internet or any other existing or future form of electronic commerce) under the Cobblestone Lodging Facility trademarks; and (2) license or operate other lodging properties using trade names other than "Cobblestone Inn & Suites®", "Cobblestone Hotel & Suites®" or "Cobblestone Suites™" either within your Protected Area, or outside of the Protected Area, even if such lodging properties offer services similar to those offered in your Cobblestone Lodging Facility.

Each Cobblestone Lodging Facility is granted a 5 mile radius, your "Protected Area," in one specific location, which is described in Exhibit A of the Franchise Agreement before it is signed. For as long as your Cobblestone Lodging Facility contains at least the minimum of 35 guest rooms listed on Exhibit A to the Franchise Agreement and you are not in default of the Franchise Agreement, we will not operate or grant a license or franchise to any third party to operate another Cobblestone Lodging Facility within the geographic region listed as the Protected Area on Exhibit A of your Franchise Agreement until the expiration or earlier termination of the Franchise Agreement. The Protected Area granted under your Franchise Agreement is the only territorial protection granted to you and does not in any way expressly or implicitly grant any other area, market, territorial, or development rights to you or restrict us or our affiliates in any way in the manner in which we and our affiliates may conduct or operate our respective businesses outside the Protected Area. We and our affiliates have the right to issue competing franchises and to directly or indirectly develop and operate competing company-owned businesses under the Cobblestone Lodging Facility trademarks for or at any locations outside of your Protected Area, including locations near the boundaries of your Protected Area.

You may not use alternative channels of distribution such as the Internet, World Wide Web, or other computer networks to solicit reservations without our consent. There are no other restrictions on your advertising or soliciting customers outside your Protected Area. There are no restrictions

on us, our affiliates, or other franchisees from advertising or soliciting customers within your Protected Area, and you will not be entitled to any compensation if this occurs.

In determining (i) the minimum number of guest rooms acceptable to remain compliant with the Franchise Agreement, and (ii) the Protected Area, there are no precise objective criteria which can be reviewed and, other than our policy that Cobblestone Lodging Facilities have a minimum of 38 guest rooms, we have no set policy regarding the establishment of the minimum number of guest rooms for your market or Protected Area. There is not a standard minimum Protected Area or number of guest rooms that we grant. We will establish your required minimum number of guest rooms, which will be no less than 38, and Protected Area in our sole and absolute judgment based on a variety of factors, including the location and size of your hotel and development patterns and trends in the vicinity of your hotel. If you do not approve of the minimum number of guest rooms or Protected Area established by us, you may, prior to signing your Franchise Agreement, submit information to us supporting your position. If we determine it appropriate, we will then negotiate with you to establish the minimum number of guest rooms and Protected Area to be granted in the Franchise Agreement.

Any 1 or more lodging facilities owned, operated, managed or franchised by our affiliates and other brands of lodging facilities which we may establish or acquire may compete directly with your Cobblestone Lodging Facility and with each other. We will have no liability for any adverse effects these businesses may have on your Cobblestone Lodging Facility. See below, under "Other Channels of Distribution".

We do not grant you any options, rights of first refusal, or similar rights to acquire additional Cobblestone Lodging Facility within your Protected Area or elsewhere. We do not grant you any option to relocate your franchised business.

Continuation of any Protected Area does not depend on the achievement of a certain sales volume, market penetration, or other contingency and, except in a situation where the number of guest rooms at your Cobblestone Lodging Facility do not meet the minimum requirements listed on Exhibit A to your Franchise Agreement, or you are in default under your Franchise Agreement, we may not alter your Protected Area without your agreement to do so.

Other Channels of Distribution

We and our affiliates operate and/or have licensed others to operate lodging facilities which are identified by the marks "Boarders Inn & Suites by Cobblestone®," "Cobblestone Inn & Suites®," "Cobblestone Hotel & Suites®," "Cobblestone Suites™", "Key West™," "Riverstone Suites by Cobblestone Hotels ™", and "Centerstone™." Our affiliates also own, operate, and/or manage, and/or have licensed, hotels that operate under other third-party brands and marks owned by companies not affiliated with us or our affiliates. Hotels operating under these brands and marks, may solicit and accept reservations from close proximity of your Cobblestone Lodging Facility, including within your Protected Area. Certain of these hotels are currently or may in the future be located within close proximity to your Cobblestone Lodging Facility.

Competing Businesses

As disclosed in Item 1, we do offer franchises for lodging facilities selling products and services similar to those sold at your Cobblestone Lodging Facility under the "Boarders Inn & Suites by Cobblestone®," "Cobblestone Inn & Suites®," "Cobblestone Hotel & Suites®," "Cobblestone Suites™", "Key West™," "Riverstone Suites by Cobblestone Hotels ™" and "Centerstone™" brand names and our affiliates own, operate, or manage other types of lodging facilities under other trademarks.

ITEM 13: TRADEMARKS

We grant you a non-transferable, non-exclusive license to use the Cobblestone Hotel & Suites®, Cobblestone Inn & Suites® and Cobblestone Hotel® trade names and service marks and the other Marks. You must follow our rules when you use the Marks. You cannot use the Marks as part of a corporate name or with modifying words, designs, or symbols except for those which we license to you. You may not use the Marks in any manner that we have not authorized in writing.

Cobblestone Hotels, LLC registered the following trademarks on the United States Patent and Trademark Office ("USPTO") Principal Register.

Mark	Registration No.	Registration Date
COBBLESTONE HOTEL & SUITES	4210510	September 18, 2012
COBBLESTONE INN & SUITES	3412423	April 15, 2008
COBBLESTONE HOTEL	4382295	August 13, 2013
COBBLESTONE SUITES	7279118	January 16, 2024

All required affidavits relating to these Marks have been filed. We intend to renew the registrations and to continue to file all appropriate affidavits at the appropriate times.

With regard to the Principal Mark immediately above only, we do not have a federal registration for this trademark. Therefore, our trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use this trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, or Trademark Administrator of any state, or of any court, nor any pending interference, opposition, or cancellation proceedings or material litigation involving the Marks.

On February 29, 2014, we entered into an agreement with Cobblestone Lodge, Inc. ("CL") ("TM Agreement") pertaining to the mark "Cobblestone." CL owns a resort known as the Cobblestone Lodge located in Steelville, Missouri. The TM Agreement geographically divides use of the trademark "Cobblestone", granting to CL the exclusive right to use the mark "Cobblestone" in connection with facilities located within a 50-mile radius of 52 Cobblestone Lane, Steelville, MO 65565 ("Protected Area"). The TM Agreement will remain in effect until such time as Cobblestone Lodge ceases to do business for a period of time exceeding eighteen (18) consecutive months or the name of Cobblestone Lodge is modified to a name that no longer includes the term "Cobblestone." The TM Agreement does not contain provisions regarding its modification or cancellation.

Other than the TM Agreement described above, there are no agreements which significantly limit our rights to use or license the Marks in any manner material to the franchise. We have no actual knowledge of either superior prior rights or infringing uses that could materially affect your use of the Marks.

You may only use the Marks in the manner prescribed, directed, and approved by us in writing. If, in our judgment, your use of our Marks infringes upon or demeans the goodwill, standards of quality or uniformity, or business standing associated with our Marks, you will be required to immediately modify you use of the Marks in the manner prescribed by us in writing. You will not use the words "Key West," "Centerstone," "Boarders," "Riverstone Suites by Cobblestone Hotels," or "Cobblestone" in your corporate, partnership, limited liability company, or sole proprietorship name and you will not attempt to register or otherwise obtain an interest in any Internet domain name containing any of our trademarks or any other word, name, or symbol which is similar to or likely to cause confusion with any of our trademarks. If it becomes advisable at any time for us and/or you to modify or discontinue use of any of our Marks and/or use one or more additional or substitute trademarks, service marks, or trade dress, you must comply with our directions within a reasonable time after notice. We will have no liability or obligation with respect to any such required modification or discontinuance of any Mark or the promotion of a substitute trademark, service mark, or trade dress.

You must give us prompt written notice of any and all claims or complaints made against or associated with our Marks and will, without compensation, cooperate in all respects with us in any lawsuits or

other proceedings involving our Marks. We will have sole discretion to take such action as we deem appropriate and will have the right to control exclusively any litigation or USPTO proceeding arising out of any such infringement, challenge or claim or otherwise relating to our Marks. You must sign any and all documents, render such assistance and do such things as may be advisable in the opinion of our legal counsel to protect our interests in any litigation or USPTO proceeding or otherwise to protect our interest in our Marks.

We will indemnify you against and hold you harmless from any damages for which you are held liable as a result of a claim that your authorized use of our Marks according to and in compliance with your Franchise Agreement infringes on the rights of another person provided that you have timely notified us of such claim as required in your Franchise Agreement.

Except as described above, we are not obligated to protect your rights to use our Marks or to protect you against claims of infringement or unfair competition.

ITEM 14: PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

There are no patents or pending patent applications that are material to the franchise.

We own certain copyrights in the Cobblestone Rules and Regulations Manual, marketing materials and other copyright protected items that we use. While we claim copyrights in these and similar items, we have not registered these copyrights with the United States Copyright Office but need not do so to protect them. You may use these items as we specify with your franchise and must stop using them if we direct you to do so. Our right to use or license copyrighted items is not materially limited by any other agreement or any known infringing use.

The Franchise Agreement provides that the Cobblestone Rules and Regulations Manual, our trade secrets, copyrighted materials, methods, techniques and other know-how are proprietary to us and are provided to you in confidence (the "Confidential Information"). You may use the Confidential Information only for the purposes of operating your franchise. You may not contest our ownership of the Confidential Information.

You will divulge the Confidential Information only to employees who will need to know it to operate your franchise and who agree to maintain such confidentiality. All information, knowledge and know-how which we designate as confidential will be deemed confidential for purposes of the Franchise Agreement, except information which you can demonstrate lawfully came to your attention before our disclosure of it; or which, at the time of our disclosure to you, had lawfully become a part of the public domain, through publication or communication by others; or which, after our disclosure to you, lawfully becomes a part of the public domain, through publication or communication by others.

You may not use our Confidential Information in any other business or capacity other than for your operation of the franchise. You may not make unauthorized copies of our Confidential Information and you must implement all reasonable procedures we prescribe periodically pertaining to the proper use of and to prevent unauthorized us or disclosure of the Confidential Information.

You must also promptly tell us when you learn about the unauthorized use of the Confidential Information. We are not obligated to take any action, but we will respond to your notification of unauthorized use as we think appropriate. We will indemnify you for any loss you sustain as a result of any action brought by a third party concerning your use of this Confidential Information.

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the Confidential Information and no agreements currently are in effect that significantly limit our right to use or authorize you to use the Confidential Information. Further, there

are no infringing uses actually known to us that could materially affect your use of the Confidential Information in any state.

By signing the Franchise Agreement, you assign to us all tangible media of expression derived from any of our trademarks and Confidential Information, and agree to sign any further assignments that we may request.

ITEM 15: OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You (or an individual appointed by you that meets our requirements for experience and management employees (the "General Manager")) must actively participate in the management and supervision of your Cobblestone Lodging Facility. Your Lodging Facility must at all times be under your (or your Manager's) direct, on premises supervision. Your Lodging Facility must also be staffed by a sufficient number of competent and properly trained employees. Although we currently do not have specific educational and experience requirements for the on-site Manager of your Cobblestone Lodging Facility, you or your Manager must attend and successfully complete the required Training Programs prior to commencing to manage your Cobblestone Lodging Facility (see Item 11). At any time during the term of the Franchise Agreement, we have the right to require you to hire a management company approved by us to manage and operate your hotel. As a condition to approving a management company, we may require a representative of the management company to attend our management training program, including our Training Program at your expense. If you choose to not hire a management company, the Manager chosen by you must have at least five (5) years of hotel general management experience. Your manager does not have to have any equity interest in your business.

You must implement all reasonable procedures we prescribe periodically to prevent unauthorized use or disclosure of our trademarks and Confidential Information, including the use of nondisclosure agreements with your officers, directors, managers, assistant managers, and other employees. Further, your owners or spouse must personally guaranty your obligations under the Franchise Agreement and otherwise.

ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

The Franchise Agreement provides that you must sell all goods and services that we require. We may, in our discretion and from time to time, change the types of authorized goods and services which you must sell. There are no limits on our rights to make these changes. Furthermore, you are prohibited from offering or selling any goods or services not authorized by us and from using the premises for any other purposes other than the operation of a Cobblestone Lodging Facility. You are not limited in the customers to whom you may sell goods and services. We require that you comply with the standards in our Cobblestone Rules and Regulations Manual and any other standards we may from time to time modify or implement.

We require that you offer the Cobblestone Breakfast Program Menu (the "Menu") to your customers at no charge. The content of this Menu may be periodically changed by us in our discretion.

You must comply with all of our standards as modified periodically (whether contained in the Cobblestone Rules and Regulations or any other communication) relating to the appearance, function, cleanliness or operation of a Cobblestone Lodging Facility, including (a) advertising and promotional programs; (b) reservation systems; (c) appearance and dress of employees; (d) services and products

offered to guests; (e) safety, maintenance, appearance, cleanliness, sanitation, standards of services and operation of your Facility; (f) days and hours of operation; and (g) bookkeeping, accounting and recordkeeping systems and forms. Your internet marketing activities must conform to your Franchise Agreement and our Rules and Regulations Manual. You must operate your Cobblestone Lodging Facility in full compliance with all applicable laws, ordinances and regulations, including all laws relating to the safety and security of the guests of your Cobblestone Lodging Facility, and must not discriminate, directly or indirectly, against any guests or potential guests due to their race, color, religion, sex, national origin, or other legally protected classification.

We reserve the right, to the fullest extent allowed by applicable law, to establish maximum, minimum or other pricing requirements with respect to the prices you may charge for products and services.

ITEM 17: RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

THE FRANCHISE RELATIONSHIP

	Provision	Section in Franchise or Other Agreement	Summary
a.	Length of the Franchise Term	Franchise Agreement: §2(A)	The term is for 20 years from the date that your Cobblestone Lodging Facility opens for business.
b.	Renewal or Extension of the Term	Franchise Agreement: §2(B)	You have no right to renew your Franchise Agreement or to extend the term upon the expiration of its term unless such rights are granted under applicable law. After the expiration of your Franchise Agreement, the Agreement will automatically renew for additional terms of two 2 years until terminated by either party in the manner prescribed in the Agreement
c.	Requirements for you to renew or extend	Franchise Agreement: §2(B)	You have no right to renew your Franchise Agreement or to extend the term upon the expiration of its term unless such rights are granted under applicable law. If you wish to continue operating as a Cobblestone Lodging Facility after the expiration of your Franchise Agreement you must sign a new Franchise Agreement, the terms and conditions of which may differ materially from your original Franchise Agreement.

d.	Termination by you	Franchise Agreement: §9	You may terminate the Franchise Agreement by giving written notice of termination to us if we: (1) violate any material provision of the Franchise Agreement, (2) fail to pay any material and uncontested obligation owed to you, (3) voluntarily file, or have filed against us involuntarily a petition in bankruptcy, or (4) make an assignment for the benefit of our creditors, so long as, in each case, you (a) first give written notice to us setting forth the nature of the alleged violation, and (b) we fail to correct the alleged violation within 30 days of receiving your notice of violation.
e.	Termination by us without cause	Not Applicable	Not Applicable
f.	Termination by us with "Cause"	Franchise Agreement: §8	We may terminate the Franchise Agreement by giving written notice setting forth the basis for termination to you and you fail to correct this basis within 30 days of receiving the notice. This 30-day period is reduced to 5 days where the basis for termination is your failure to pay any amounts due and owing to us and is further reduced to 24 hours where the basis for termination is conduct or acts by you which materially impair the goodwill associated with the "Cobblestone" name or any of our trademarks or the Cobblestone business system. We may terminate immediately by giving written notice of termination where the basis for termination is the conviction or entry of a guilty plea by you or any of your principals for a charge of committing a felony or violating any law relating to your Cobblestone Lodging Facility or the voluntary abandonment of your Cobblestone Lodging Facility by you.

g.	"Cause" defined – Curable Defaults	Franchise Agreement: §8	Curable defaults include: (1) you fail to open and commence operations of your Cobblestone Lodging Facility when it is ready for occupancy; (2) you violate any material term or condition of (a) the Franchise Agreement, including, but not limited to, failure to timely pay any Monthly Fees, Reservation Fees, or other monetary obligations or fees to us; (b) any of the Manuals; or (c) any other agreement between you and us or any of our affiliates; (3) You or any of your managers, partners, members, directors, governors, officers, or majority stockholders are convicted of, or plead guilty to or no contest to a charge of violating any law relating to your Cobblestone Lodging Facility, or any felony; (4) you fail to conform to our business system or the standards of quality and uniformity for the products and services promulgated by us in connection with the business system; (5) you fail to timely pay any of your uncontested obligations or liabilities due and owing to any of your creditors, including us, or any federal, state, or municipal governmental authority (including, if applicable, any taxes); (6) you are deemed insolvent within the meaning of any state or federal law or you or any personal guarantors voluntarily file, or have filed against it/him involuntarily a petition under the United States Bankruptcy Code; (7) Franchisee receives two (2) amount of customer complaints deemed truthful by the Franchisor over three (3) months/year (8) you make an assignment for the benefit of creditors or enter into any similar arrangement for the disposition of its assets for the benefit of creditors; (9) any check issued by you is dishonored because of insufficient funds (except where the check is dishonored because of an error in bookkeeping or accounting) or closed accounts; (10) you voluntarily or otherwise commit any act of omission or commission, indicating a willingness, desire, or intent of discontinuing operating your Cobblestone Lodging Facility in accordance with the quality standards, uniformity requirements, and business system as set forth in the Franchise Agreement and the manuals: (11) you are involved in any act or conduct which materially impairs the

			Goodwill associated with any of the Marks or the business system; (12) construction of your Cobblestone Lodging Facility has not commenced within nine (9) months of the Effective Date of the Franchise Agreement; or (13) remodeling, modernizing, redecorating, and renovating of your Cobblestone Lodging Facility has not commenced within six (6) months of the date that you receive our notice specifying the required remodeling, modernization, redecorating, and renovation; (14) you fail for whatever reason to complete construction and open your hotel for business as a Cobblestone Lodging Facility within eighteen (18) months of the commencement of construction; (15) you default on any mortgage, contract for deed, deed of trust, lease, or other similar instrument relating to your Cobblestone Lodging Facility, or otherwise lose possession of all or a significant portion of your hotel; (16) Franchisee or its employees maliciously misuse or abuses any system that intern damages or otherwise harms the Franchisor or the Franchisee's guests. (17) you fail to complete any of the remodeling, modernization, redecoration, or renovations set forth on a property improvement plan provided by us to you by the date or dates in the property improvement plan; (18) you or any of your shareholders, partners, members, or other owners attempt to sell, assign, or otherwise transfer your Franchise Agreement or your Cobblestone Lodging Facility, and/or shares of capital stock, partnership interests, membership interests, or other ownership interests in your company in violation of the requirements of Article 17 of your Franchise Agreement; and/or (19) you intentionally understate or underreport your gross revenue to us.

h.	"Cause" defined – Non-Curable defaults	Franchise Agreement: §8	Non-curable defaults include: (1) you or any of your managers, partners, members, directors, governors, officers, or shareholders or other owners are convicted of, or plead guilty to or no contest to a charge of violating any law relating to your Cobblestone Lodging Facility, or any felony; (2) you voluntarily or otherwise abandon your Cobblestone Lodging Facility or its franchised business; (3) you are involved in any act or conduct which materially impairs the goodwill associated with any of the Marks or our business system, and you fail to correct the breach within twenty-four (24) hours of receipt of written notice from us of the breach; or (4) you breach your Franchise Agreement, resulting in a notice of default by us, on three (3) or more occasions for the same or a similar breach, within any 36-month period. (5) Franchisee is deemed insolvent within the meaning of any state or federal law or Franchisee or any of the personal guarantors voluntarily file, or have filed against it/him involuntarily a petition under the United States Bankruptcy Code; (6) Franchisee ceases to operate the Franchised Business for a period of three (3) days or more; (7) Franchisee refuses to permit Franchisor to inspect Franchise Business operations or to audit Franchisee's books or records.
i.	Your Obligation on Termination/Non-Renewal	Franchise Agreement: §10	You must (1) pay all amounts due and owing to us, (2) return to us the Rules and Regulations Manual and all advertising materials and other printed materials pertaining to the operation of a Cobblestone Lodging Facility, (3) immediately discontinue the use of all items bearing the "Cobblestone" name or any of the Cobblestone trademarks, (4) remove all signs containing the "Cobblestone" name or any of the Cobblestone trademarks, including the Cobblestone sign (5) cancel all fictitious, assumed or other similar name filings relating to the "Cobblestone" name or any of the Cobblestone trademarks, (6) terminate or assign to us, as we may elect, any Internet website or domain name that identifies you as a current or former Cobblestone Lodging Facility franchisee or that displays the "Cobblestone" name or any of the Cobblestone trademarks, (7) transfer all of your rights to use

	Provision	Section in Franchise or Other Agreement	Summary
	Your Obligation on Termination/Non-Renewal (continued)	Franchise Agreement: §10	all telephone numbers and all classified and other directory listings under the "Cobblestone" name to us, (8) alter both the exterior and interior appearance and trade dress of your Cobblestone Lodging Facility so that it will easily be distinguished from the standard appearance and trade dress of a Cobblestone Lodging Facility, (9) discontinue your participation in the CRS, PMS and CCR, (10) furnish us within 30 days after the expiration or termination with evidence satisfactory to us of your compliance with your post-termination or post-expiration obligations under the Franchise Agreement, and (11) refrain from operating your hotel under any name which includes the words "Cobblestone" or any roots or derivations of these names. If the Franchise Agreement is terminated by us or if you attempt to wrongfully terminate the Franchise Agreement, you will be required to pay liquidated damages to us where permitted by applicable law. Some states prohibit franchisors from requiring their franchisees to pay liquidated damages. In these states, in lieu of paying liquidated damages, you will be required to pay to us all damages we have sustained or will sustain as a breach of the Franchise Agreement, taking into consideration the Fees that would have been payable by you to us during the remaining term of the Franchise Agreement.
j.	Assignment of Contract by Franchisor	Franchise Agreement: §17	There are no restrictions on our right to assign.
k.	"Transfer" by You-Definition	Franchise Agreement: §17	Includes transfers of the Franchise Agreement, or the assents associated with your Cobblestone Lodging Facility and changes in ownership.
l.	Our approval of a Transfer by You	Franchise Agreement: §17	We have the right to reject or approve all transfers but will not unreasonably withhold our approval.
m.	Conditions for our approval of a Transfer by You	Franchise Agreement: §17	In order to receive our approval: you must fulfill all your monetary obligations due to us, your Franchise Agreement may not be in default, and the transferee must qualify, complete training, and execute our then current Franchise

	Provision	Section in Franchise or Other Agreement	Summary
	Conditions for our approval of a Transfer by You (continued)	Franchise Agreement: §17	Agreement and such other ancillary agreements as we may require.
n.	Our rights of first refusal to acquire your business	Franchise Agreement: §17	Except for transfers upon your death and changes in ownership that do not result in a change in control, we have the right to match any offer for your Cobblestone Lodging Facility.
o.	Our option to purchase your business	Franchise Agreement: §17	Except for transfers upon your death and changes in ownership that do not result in a change in control, we have the right to match any offer for your business.
p.	Death or Disability of You	Franchise Agreement: §17(B)	Subject to compliance with the conditions set forth in Item 17(m) above, your Franchise Agreement may be transferred or bequeathed by you to any person or beneficiary upon your death or permanent disability.
q.	Non-competition covenants during the term of the Franchise Agreement	Not Applicable	Not Applicable
r.	Non-competition covenants after the Franchise is Terminated or Expires	Not Applicable	Not Applicable
s.	Modification of the Agreement	Franchise Agreement: §19(M)	The Franchise Agreement may only be modified by written agreement signed by you and us. However, we may unilaterally amend the Rules and Regulations Manual and other written materials.
t.	Integration/Merger Clause	Franchise Agreement: §19(H)	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable. Notwithstanding the foregoing, nothing in any

	Provision	Section in Franchise or Other Agreement	Summary
	Integration/Merger Clause (continued)		franchise agreement is intended to disclaim the express representations made in this disclosure document.
u.	Dispute resolution by Arbitration or Mediation	Not Applicable	Not Applicable
v.	Choice of Forum	Franchise Agreement: §21(A)	Litigation must take place in Winnebago County, Wisconsin or in the federal court for the Eastern District of Wisconsin, Northern Division. We may seek injunctive relief in any forum. State law may supersede this provision. See Exhibit J to this disclosure document for State Specific Addenda.
w.	Choice of Law	Franchise Agreement: §21(A)	Wisconsin law applies generally, except for applicable franchise laws of other states. State law may supersede this provision. Wisconsin law applies without regard to conflict of law principles. State law may supersede this provision. See Exhibit J to this disclosure document for State Specific Addenda.

ITEM 18: PUBLIC FIGURES

No public figures are associated with or used to promote the Franchised Business.

<Remainder of Page Intentionally Left Blank>

ITEM 19: FINANCIAL PERFORMANCE REPRESENTATION

The FTC's Franchise Rule permits a franchisor 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 documents. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

The following charts set forth certain historic performance information about Central Reservation System Contribution and average daily rate ("ADR") for Sample Hotels operating in the United States. "Sample Hotels", as used in these charts, are the 54 Cobblestone Inn & Suites® and Cobblestone Hotel & Suites® that have 45 or more guest rooms, were open for the entire 24-month period ended December 31, 2024, and for which we were able to receive detailed financial data in a consistent format. The sample accounts for 44.6% of the Cobblestone Inn & Suites® and Cobblestone Hotel & Suites® system, which consisted of 121 hotels as of December 31, 2024.

This financial performance representation reflects only contribution from the Central Reservation System and ADR for the Sample Hotels and does not reflect any costs of sales, operating expenses, and other costs or expenses that you will incur in operating your hotel, including the Monthly Fees, Marketing Fund Fees, and other fees and amounts that you must pay under the terms of the Franchise Agreement. (See Item 6 of this disclosure document.) This financial performance representation also does not include debt service or equipment lease costs that may be incurred in the operation of your hotel. In addition, this financial performance representation does not include any information about the federal income taxes payable on any net income derived from the operation of the Sample Hotels or your hotel or state or local net income or gross profits taxes that may be applicable in the jurisdiction in which the Sample Hotels or your hotel are located.

Your accountant can help you develop your own estimated costs for your site.

<Remainder of Page Intentionally Left Blank>

COBBLESTONE INN & SUITES® AND COBBLESTONE HOTEL & SUITES®
CENTRAL RESERVATIONS SYSTEM CONTRIBUTION FOR THE TWENTY-FOUR-MONTH
PERIOD ENDING DECEMBER 31, 2023 AND DECEMBER 31, 2024

Cobblestone Inn & Suites® and Cobblestone Hotel & Suites® Sample Hotels received the following contribution from the Central Reservation System:

	% of Gross Room Revenues Derived from CRS	
Fiscal Year	2023	2024
Average	46.00%	46.87%
Median	46.00%	46.96%
Low	12.43%	13%
High	71.41%	74%
Met or Exceeded Average	26 or 52%	27 or 50%
Met or Exceeded Median	26 or 52%	27 or 50%

ADR

One measure used to define the performance of hotel properties is ADR. ADR is total room revenue reported by the Sample Hotels, divided by the total occupied rooms at those hotels.

COBBLESTONE INN & SUITES® AND COBBLESTONE HOTEL & SUITES®
AVERAGE AND MEDIAN ADR OF SAMPLE HOTELS FOR THE TWENTY-FOUR-MONTH PERIOD ENDING DECEMBER 31, 2023 AND DECEMBER 31, 2024

	ADR	
Fiscal Year	2023	2024
Average	$118.42	$123.27
Median	$113.97	$123.18
Low	$75.38	$82.32
High	$222.84	$194.45
Met or Exceeded Average	24 or 48%	27 or 50%
Met or Exceeded Median	25 or 50%	27 or 50%

OCCUPANCY

COBBLESTONE INN & SUITES® AND COBBLESTONE HOTEL & SUITES®
AVERAGE AND MEDIAN OCCUPANCY OF SAMPLE HOTELS FOR THE TWENTY-FOUR MONTH PERIOD ENDING DECEMBER 31, 2023 AND DECEMBER 31, 2024

	Occupancy	
Fiscal Year	2023	2024
Average	50.00%	47.38%
Median	49.00%	48.86%
Met or Exceeded Average	25 or 50%	30 or 55.56%
Met or Exceeded Median	26 or 52%	27 or 50%

REVPAR (Revenue per Available Room)

COBBLESTONE INN & SUITES® AND COBBLESTONE HOTEL & SUITES® AVERAGE AND MEDIAN REVPAR OF SAMPLE HOTELS FOR THE TWENTY-FOUR-MONTH PERIOD ENDING DECEMBER 31, 2023 AND DECEMBER 31, 2024

	RevPar	
Fiscal Year	2023	2024
Average	$58.76	$57.94
Median	$56.63	$58.45
Met or Exceeded Average	23or 46%	28 or 51.85%
Met or Exceeded Median	25 or 50%	27 or 50%

COBBLESTONE INN & SUITES® AND COBBLESTONE HOTEL & SUITES® ROOM COUNTS AS OF DECEMBER 31, 2023				
	Hotels	Total Number of Rooms	Average Rooms	Median Rooms
Total Franchises in the System [1]	118	5,428	46	44.5
Number of Franchises Included in this Financial Performance Representation [2]	50	2,786	55.72	54

COBBLESTONE INN & SUITES® AND COBBLESTONE HOTEL & SUITES® ROOM COUNTS AS OF DECEMBER 31, 2024				
	Hotels	Total Number of Rooms	Average Rooms	Median Rooms
Total Franchises in the System [1]	121	5680	46.94	45
Number of Franchises Included in this Financial Performance Representation [2]	54	3026	56.04	54

[1] Total Franchises in the Cobblestone Inn & Suites® and Cobblestone Hotel & Suites® System that were Operational During the Period Covered by this Financial Performance Representation, as specified in the table headers.

[2] Number of Cobblestone Inn & Suites® and Cobblestone Hotel & Suites® Franchises Included in this Financial Performance Representation

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request. We are under no obligation to disclose specific information for a particular hotel in the system.

Some outlets have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.

Other than the preceding financial performance representation, Cobblestone Hotels, LLC does not make any financial performance representations. 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 hotel, however, we may provide you with the actual records of that hotel. 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 Kim Wogernese at 980 American Drive, Neenah, WI 54956, (920) 230-2622, the Federal Trade Commission, and the appropriate state regulatory agencies.

<Remainder of Page Intentionally Left Blank>

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

Table No. 1: Cobblestone Hotel & Suites®, Cobblestone Inn & Suites® and "Cobblestone Suites™"
System Wide 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**
Franchised	2022	109	113	+4
	2023	113	119	+6
	2024	119	121	+3
Company-Owned	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Total Outlets	**2022**	**109**	**113**	**+4**
	2023	**113**	**119**	**+6**
	2024	**119**	**121**	**+3**

Table No. 2: Cobblestone Hotel & Suites®, Cobblestone Inn & Suites® and "Cobblestone Suites™"
Transfers of Outlets From Franchisees to New Owners
for Years 2022 to 2024

(Column 1) **State**	(Column 2) **Year**	(Column 3) **Number of Transfers**
Utah	2024	1
Colorado	2023	1
Iowa	2022	1
	2023	2
	2024	1
Minnesota	2022	0
	2023	0
	2024	0
Missouri	2022	0
	2023	0
	2024	1
North Dakota	2022	0
	2023	1
	2024	3
Pennsylvania	2022	0
	2023	0
	2024	1
Wisconsin	2022	1
	2023	1

	2024	0
TOTALS	**2022**	**2**
	2023	**5**
	2024	**7**

Table No. 3: Cobblestone Hotel & Suites®, Cobblestone Inn & Suites® and "Cobblestone Suites™"
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) Termi-nations	(Col. 6) Non-Renewals	(Col. 7) Reacquired by Franchisor	(Col. 8) Ceased Operations, Other Reasons	(Col. 9) Outlets at End of the Year
Alabama	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Arkansas	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Arizona	2024	0	1	0	0	0	0	1
Colorado	2022	5	1	0	0	0	0	6
	2023	6	2	0	0	0	0	8
	2024	8	0	0	0	0	0	8
Idaho	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Illinois	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
Indiana	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
Iowa	2022	23	0	0	0	0	0	23
	2023	23	2	0	0	0	0	25
	2024	25	0	0	0	0	0	25
Kansas	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4

(Col. 1) State	(Col. 2) Year	(Col. 3) Outlets at Start of Year	(Col. 4) Outlets Opened	(Col. 5) Termi-nations	(Col. 6) Non-Renewals	(Col. 7) Reacquired by Franchisor	(Col. 8) Ceased Operations, Other Reasons	(Col. 9) Outlets at End of the Year
	2024	4	0	1	0	0	0	3
Louisiana	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Minnesota	2022	3	1	0	0	0	0	4
	2023	4	0	0	0	0	0	4
	2024	4	0	1	0	0	0	3
Missouri	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Nebraska	2022	12	0	0	0	0	0	12
	2023	12	0	0	0	0	0	12
	2024	12	0	0	0	0	0	12
North Dakota	2022	10	0	0	0	0	0	10
	2023	10	0	0	0	0	0	10
	2024	10	0	0	0	0	0	10
Ohio	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	1	0	0	0	0	3
Pennsylvania	2022	8	0	0	0	0	0	8
	2023	8	0	0	0	0	0	8
	2024	8	0	0	1	0	0	7
Texas	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2024	4	1	0	0	0	0	5
Utah	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Washington	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2022	21	2	0	0	0	0	23

(Col. 1) State	(Col. 2) Year	(Col. 3) Outlets at Start of Year	(Col. 4) Outlets Opened	(Col. 5) Termi-nations	(Col. 6) Non-Renewals	(Col. 7) Reacquired by Franchisor	(Col. 8) Ceased Operations, Other Reasons	(Col. 9) Outlets at End of the Year
Wisconsin	2023	23	1	0	0	0	0	24
	2024	24	2	2	0	0	0	24
Wyoming	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	1	0	0	0	0	4
TOTAL	**2022**	**109**	**3**	**0**	**0**	**0**	**0**	**113**
	2023	**113**	**6**	**0**	**0**	**0**	**0**	**119**
	2024	**119**	**7**	**4**	**1**	**0**	**0**	**121**

Table No. 4: Cobblestone Hotel & Suites®, Cobblestone Inn & Suites® and "Cobblestone Suites™"
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 Franchisees	(Col. 6) Outlets Closed	(Col. 7) Outlets sold to Franchisees	(Col. 8) Outlets at End of Year
NONE	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: Cobblestone Hotel & Suites®, Cobblestone Inn & Suites® and "Cobblestone Suites™" Projected Openings as of December 31, 2024

(Column 1) State	(Column 2) Franchise Agreements Signed But Outlet Not Opened	(Column 3) Projected New Franchised Outlets in the Next Fiscal Year	(Column 4) Projected New Company-Owned Outlets in the Current Fiscal Year
Alabama	1	3	0
Arizona	1	2	0
Colorado	1	1	0
Idaho	0	1	0

Indiana	0	1	0
Iowa	0	2	0
Michigan	0	0	0
Minnesota	0	0	0
Nebraska	0	0	0
Ohio	2	1	0
Oklahoma	1	1	0
South Dakota	0	0	0
Tennessee	0	1	0
Texas	1	2	0
Utah	1	1	0
Washington	1	1	0
Wisconsin	2	2	0
Wyoming	1	0	0
TOTAL	12	19	0

The names, addresses and telephone numbers of all current and former (terminated or cancelled) franchisees are disclosed on Exhibit L of this disclosure document.

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

There are no franchisees who have signed a confidentiality agreement that restricts a current or former franchisee from discussing his or her experience as a franchisee in the Cobblestone Lodging Facilities System during the last 3 years.

There are no franchisee organizations sponsored or endorsed by us and there are no independent franchisee organizations that have asked to be included in this disclosure document.

ITEM 21: FINANCIAL STATEMENTS

The ending date of our fiscal year is December 31. Attached to this disclosure document as Exhibit C are our audited financial statements for the fiscal years ended December 31, 2022, December 31, 2023, and December 31, 2024.

ITEM 22: CONTRACTS

The following attachments to this disclosure document contain the contracts:

Exhibit D Franchise Agreement

Exhibit J State Specific Addenda

Exhibit M General Release Form

ITEM 23: RECEIPTS

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

EXHIBIT A

COBBLESTONE LODGING FACILITY APPLICATION

EXHIBIT B

AGENCIES/AGENTS FOR SERVICE OF PROCESS

This list includes the names, addresses and telephone numbers of state agencies having responsibility for franchising disclosure/registration laws, and serving as our agents for service of process (to the extent that we are registered in their states). This list also includes the names, addresses and telephone numbers of other agencies, companies or entities serving as our agents for service of process.

State	State Agency	Agent for Service of Process
CALIFORNIA	Commissioner of the Department of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7505 Toll-free (866-275-2677)	Commissioner of the Department of Financial Protection and Innovation
CONNECTICUT	State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230	Banking Commissioner
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii
ILLINOIS	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General
INDIANA	Indiana Secretary of State Securities Division 302 West Washington St., Room E-111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce, Corporations and Securities Bureau

State	State Agency	Agent for Service of Process
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8222 Phone	Attention: New York Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 11231-0001 (518) 473-2492
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard State Capitol, 14th Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner
OREGON	Department of Consumer and Business Services Division of Finance and Corporate Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	Director of the Department of Consumer and Business Services
RHODE ISLAND	Department of Business Regulation Division of Securities 1511 Pontiac Avenue, Building 69-1 Cranston, RI 02920 (401) 462-9585	Director of Rhode Island Department of Business Regulation
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Director of Insurance-Securities Regulation
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760	Director of Washington Financial Institutions Securities Division 150 Israel Road, SW Tumwater, WA 98501
WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin

EXHIBIT C

FINANCIAL STATEMENTS
DECEMBER 31, 2022, DECEMBER 31, 2023, AND DECEMBER 31, 2024

THE FRANCHISOR HAS NO FIXED ASSETS (I.E. FURNITURE, EQUIPMENT, PROPERTY, ETC.)
WITH WHICH TO SUPPORT THE FRANCHISE SYSTEM.

Cobblestone Hotels, LLC

Financial Statements

December 31, 2024 and 2023

Cobblestone Hotels, LLC

Table of Contents
December 31, 2024 and 2023

	Page
Independent Auditors' Report	1
Financial Statements	
Balance Sheets	3
Statements of Income and Members' Equity	4
Statements of Cash Flows	5
Notes to Financial Statements	6

Independent Auditors' Report

To the Members of
Cobblestone Hotels, LLC

Opinion

We have audited the financial statements of Cobblestone Hotels, LLC (the Company), which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of income and members' equity and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023 and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America (GAAP).

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. 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 Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with GAAP, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' 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 GAAS 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 statements.

Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm that provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, 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 statements.
- 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 the Company'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 statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company'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.

Baker Tilly US, LLP

Madison, Wisconsin
January 30, 2025

Cobblestone Hotels, LLC

Balance Sheets
December 31, 2024 and 2023

	2024	2023
Assets		
Current Assets		
Cash and cash equivalents	$ 4,206,576	$ 2,925,644
Certificate of deposit	720,369	-
Accounts receivable	262,190	299,338
Prepaid expenses	90,739	145,801
Prepaid franchisee expenses, current portion	37,287	57,037
Total current assets	5,317,161	3,427,820
Property and Equipment		
Equipment	15,740	15,740
Less accumulated depreciation	(13,056)	(10,130)
Net property and equipment	2,684	5,610
Other Assets		
Prepaid franchisee expenses, net of current portion	138,946	308,880
Intangible assets, net	116,100	148,500
Goodwill, net	203,175	259,875
Operating right-of-use asset, net	33,844	11,943
Total other assets	492,065	729,198
Total assets	$ 5,811,910	$ 4,162,628
Liabilities and Members' Equity		
Current Liabilities		
Accounts payable	$ 173,170	$ 116,923
Accrued payroll	23,501	25,833
Declared distributions payable	1,245,609	1,645,609
Deferred revenues, current portion	110,300	114,633
Loyalty program liability, current portion	137,320	15,194
Operating lease liability, current portion	10,802	11,943
Total current liabilities	1,700,702	1,930,135
Long-Term Liabilities		
Deferred revenues, net of current portion	1,665,892	1,799,130
Loyalty program liability, net of current portion	152,995	174,736
Operating lease liability, net of current portion	23,042	-
Total long-term liabilities	1,841,929	1,973,866
Total liabilities	3,542,631	3,904,001
Members' Equity	2,269,279	258,627
Total liabilities and members' equity	$ 5,811,910	$ 4,162,628

See notes to financial statements

Cobblestone Hotels, LLC

Statements of Income and Members' Equity
Years Ended December 31, 2024 and 2023

	2024	2023
Revenues		
Franchise fee revenues	$ 4,389,726	$ 4,054,472
Reservation system revenue	2,379,968	2,261,466
Convention sponsorship revenue and fees	267,015	291,138
Loyalty program revenue	1,301,868	982,477
Marketing revenue	680,003	575,331
Other revenue	487,376	85,177
Total revenues	9,505,956	8,250,061
Operating Costs and Expenses		
Reservation system	2,077,827	1,434,984
Loyalty program expense	566,322	423,750
Salaries and wages	740,808	568,734
Convention expense	444,905	498,052
Office expense	219,079	107,467
Marketing expense	971,632	811,208
Professional fees	180,229	153,023
Development fee	18,864	22,524
Bad debt expense	65,358	20,180
Rent expense	12,000	12,000
Insurance expense	73,593	65,740
Other expenses	69,479	83,841
Depreciation expense	2,926	2,926
Amortization expense	89,100	159,842
Total operating costs and expenses	5,532,122	4,364,271
Operating income	3,973,834	3,885,790
Other Income		
Interest income	97,744	282
Net income	4,071,578	3,886,072
Members' Equity, Beginning	258,627	2,708,297
Distributions to members	(2,060,926)	(6,335,742)
Members' Equity, Ending	$ 2,269,279	$ 258,627

See notes to financial statements

Cobblestone Hotels, LLC

Statements of Cash Flows
Years Ended December 31, 2024 and 2023

	2024	2023
Cash Flows From Operating Activities		
Net income	$ 4,071,578	$ 3,886,072
Adjustments to reconcile to net cash flows from operating activities:		
Depreciation	2,926	2,926
Bad debt expense	65,358	20,180
Amortization	89,100	159,842
Noncash lease expense	11,939	11,820
Changes in certain assets and liabilities:		
Accounts receivable	(28,210)	(218,389)
Prepaid expenses	55,062	(76,933)
Prepaid franchisee expenses	189,684	57,128
Accounts payable	56,247	(24,913)
Accrued payroll	(2,332)	6,377
Deferred revenues	(137,571)	290,414
Loyalty program liability	100,385	21,123
Lease liability (operating)	(11,939)	(11,820)
Net cash flows from operating activities	4,462,227	4,123,827
Cash Flows From Investing Activities		
Investment in certificate of deposit	(720,369)	-
Net cash flows from investing activities	(720,369)	-
Cash Flows From Financing Activities		
Distributions to members	(2,460,926)	(4,690,133)
Net cash flows from financing activities	(2,460,926)	(4,690,133)
Net change in cash and cash equivalents	1,280,932	(566,306)
Cash and Cash Equivalents, Beginning	2,925,644	3,491,950
Cash and Cash Equivalents, Ending	$ 4,206,576	$ 2,925,644
Supplemental Cash Flows Disclosures		
Cash paid for operating lease	$ 12,000	$ 12,000
Noncash Investing and Financing Activities		
Distributions declared but not paid	$ -	$ 1,645,609
Operating lease right-of-use asset obtained in exchange for lease liability	$ 33,840	$ -

See notes to financial statements

1. Summary of Significant Accounting Policies

Nature of Operations

Cobblestone Hotels, LLC (the Company) owns the hotel brands known as *Cobblestone Inn & Suites*, *Cobblestone Hotel & Suites*, *Boarders Inn & Suites by Cobblestone*, *Riverstone Suites by Cobblestone Hotels, Boulders Inn & Suites*, *Centerstone Suites*, *Centerstone Inn & Suites*, *Centerstone Plaza Hotel*, *Centerstone Inn*, *Key West Inn*, *Key West Inn & Suites* and *Key West Resort* (hotel brands). The Company issues franchise agreements to use these hotel brands to other hotel groups. To date, the Company has acquired by assignment or sold franchise agreements in 29 states.

The following table summarizes the franchise activity for the Company:

	2024	2023
Franchises at the beginning of the period	155	153
Franchises sold	9	5
Franchises retired	(8)	(3)
Franchises at the end of the period	156	155

Cash and Cash Equivalents

The Company defines cash and cash equivalents as highly liquid, short-term investments with a maturity at the date of acquisition of three months or less.

The Company maintains cash balances at various banking institutions, which at times may exceed federally insured limits (FDIC limits). As of December 31, 2024, the Company held $3,595,774 in excess of FDIC limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant risks.

Certificate of Deposit

The Company entered into a certificate of deposit with a local bank in March 2024 totaling $700,000. The certificate of deposit bore interest at 5.00% until maturity in September 2024, at which time it was renewed through April 2025 at an interest rate of 1.75%. The certificate of deposit is held for investment and is not considered a debt security.

Accounts Receivable

Accounts receivable consist primarily of amounts due from franchised hotels related to reservation system fees and monthly franchise fees which are typically collected each month. The Company, at times, charges interest at 18% on franchise fees that are not remitted timely (within 30 days of invoice).

The Company recognizes an allowance for credit losses for receivables to present the net amount expected to be collected as of the balance sheet date. Such allowance is based on the credit losses expected to arise over the life of the asset which includes consideration of past events and historical loss experience, current events and future events based on our expectation as of the balance sheet date. Receivables are written off when the Company determines that such receivables are deemed uncollectible. The Company pools its receivables based on similar risk characteristics in estimating its expected credit losses. In situations where a receivable does not share the same risk characteristics with other receivables, the Company measures those receivables individually. The Company also continuously evaluates such pooling decisions and adjusts as needed from period to period as risk characteristics change.

The Company utilizes the loss rate method in determining its lifetime expected credit losses on its receivables. This method is used for calculating an estimate of losses based primarily on the Company's historical loss experience. In determining its loss rates, the Company evaluates information related to its historical losses, adjusted for current conditions and further adjusted for the period of time that can be reasonably forecasted. Qualitative and quantitative adjustments related to current conditions and the reasonable and supportable forecast period consider all the following: past due receivables, the customer creditworthiness, changes in the terms of receivables, effect of other external forces such as competition and legal and regulatory requirements on the level of estimated credit losses in the existing receivables. For receivables that are not expected to be collected within the normal business cycle, the Company considers current and forecasted direction of the economic and business environment. Such forecasted information includes, but is not limited to, gross domestic product (GDP) growth, unemployment rates and interest rates.

Periodically throughout the year and at year-end, the Company evaluates the need for a valuation allowance by reviewing specific customer history and existing economic conditions. No allowance has been established as of December 31, 2024 and 2023. Management believes the balance of the receivables are collectible.

Property and Equipment

Property and equipment are stated at cost. Major expenditures for property and equipment are capitalized. Maintenance, repairs and minor renewals are expensed as incurred. When assets are retired or otherwise disposed of, their costs and related accumulated depreciation are removed from the accounts and resulting gains or losses are included in income.

Property and equipment are depreciated using the straight-line method over their estimated useful lives. The estimated useful life is five years for computer equipment and five years for signage.

Intangible Assets

Intangible assets consist of trademarks acquired as part of a purchase in 2018. Intangible assets are amortized using the straight-line method over the term for which it is determined they provide benefit which ranges from five to 10 years.

Impairment of Long-Lived Assets

The Company reviews long-lived assets, including property and equipment and intangible assets, for impairment whenever events or changes in business circumstances indicate that the carrying amount of an asset may not be fully recoverable. An impairment loss would be recognized when the estimated fair value of the asset is less than the carrying amount of that asset. To date, there have been no such losses.

Goodwill

The Company has allocated a portion of the purchase price of the business acquired in 2018 to goodwill. The Company amortizes goodwill using the straight-line method over 10 years.

The Company evaluates goodwill for impairment whenever events occur or circumstances change that indicate the fair value of the Company may be below its carrying amount. The Company determined that no such events occurred which would require the Company to test goodwill for impairment as of December 31, 2024 and 2023.

Loyalty Program

The Company has a loyalty program that allows members to earn points for each dollar spent. This is facilitated through a third party service provider and a fee of $36,000 is recorded each month and included in loyalty program expense on the accompanying statements of income and members' equity. On a monthly basis, the Company charges each franchisee a loyalty fee based on a percentage of rewards earned by customers and is recorded as loyalty program revenue on the accompanying statements of income and members' equity.

The rewards are redeemable for hotel stays at any franchised location or gift cards. The third party service provider directly bares the cost of the gift cards, however, the Company reimburses the franchisees for points redeemed for hotel stays, which is reflected in loyalty program expense on the accompanying statements of income and members' equity. Effective January 1, 2024, the Company bears the cost of the gift cards. Revenue attributable to loyalty points earned are deferred as a reduction of loyalty program revenue and a liability is recorded for accumulated points at retail value. Points begin to expire for members who do not earn points or have any transaction within a consecutive 24-month period.

Franchise Agreements

The Company has entered into franchise agreements with hotel groups to allow these operators to use the hotel brand names as well as the inclusion of the operator's hotel on the Company's website and its toll free number. The agreements require a monthly fee over the term of the agreement and typically require an upfront initial franchise fee.

Revenue Recognition

The Company's revenues consist of fees from franchised hotels which include initial franchise fees and monthly fees. Initial one-time franchise fees range from $0 to $40,000 for Cobblestone branded hotels, $0 to $30,000 for Boarders branded hotels, $0 to $30,000 for Centerstone branded hotels and $0 to $15,000 for Key West branded hotels. Ongoing franchise fees are primarily based on the number of guest rooms available and are invoiced monthly based on contracted rates.

Other revenue sources are recognized when the service is provided including reservation and loyalty system revenue, convention sponsorship revenue and fees and other amounts that are incurred on behalf of the franchised locations that are passed through to the franchisees with minimal mark-up consisting of revenue generated from frequent stayer program, advertising revenue generated through booking agents and call center revenue.

The Company determined the performance obligation of the initial franchise fee is the use and benefit of the franchise license, which occurs over the period the franchised hotel is in operation, not when the hotel opens. The Company may provide pre-opening services to franchisees, however, the Company has determined these services do not contain separate and distinct performance obligations from the franchise right; thus, a portion of the franchise fee has not been allocated to these services.

The Company has determined the revenue recognition period for the initial franchise fee begins when the hotel commences operation. As a result, the Company continues to defer the initial franchise fee until the hotel commences operation and then recognizes the initial franchise fee evenly over the expected term of the franchise agreement, which the Company has determined to be 10 to 20 years as of December 31, 2024 and 2023.

Ongoing franchise fees are considered a perpetual license of intellectual property and are primarily based on the franchised hotel's number of guest rooms available and contracted rates. As such, the fees are not expected to fluctuate and are not considered variable consideration and do not require estimation. Ongoing franchise fees are recognized monthly as the franchisee reservations occur.

The following is a summary of the revenue related to franchise fee sources for the years ended December 31, 2024 and 2023:

	2024	2023
Initial franchise fees	$ 217,571	$ 141,186
Monthly franchise fees	4,172,155	3,913,286
Total	$ 4,389,726	$ 4,054,472

The beginning and ending balances related to franchise fees are as follows:

	January 1, 2023	December 31, 2023	December 31, 2024
Accounts receivable	$ 101,129	$ 299,338	$ 262,190
Deferred revenues	$ 1,623,349	$ 1,913,763	$ 1,776,192

Deferred Revenue

Deferred revenue consists of the unamortized balance of initial fees that are recognized as the Company performs its performance obligation over the life of the franchise term and convention receipts for future conventions.

Advertising

Advertising costs are charged to operations when incurred. Advertising expense was $971,632 and $811,208 for the years ended December 31, 2024 and 2023, respectively.

Income Taxes

The Company and its members have elected to be treated as a partnership under provisions of the Internal Revenue Code (IRC). Therefore, any taxable income earned by the Company is included in the individual tax returns of its members. Accordingly, net income presented in the financial statements does not include a provision for income taxes. The net income presented will include state imposed taxes and fees as applicable.

The centralized partnership audit regime (CPAR) which was enacted as part of The Bipartisan Budget Act of 2015 is effective for tax years beginning on or after December 31, 2017. Certain eligible partnerships may elect to opt-out of CPAR which would require the Internal Revenue Service to collect any tax assessments from the partners rather than the partnership itself. The Company made the required elections on its federal income tax return to opt-out of CPAR.

The Company assessed whether there is any income tax exposure to the Company to determine if any uncertainty over income taxes exist. The Company does not believe there is any uncertainty.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America 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 the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Leases

The Company recognizes the assets and liabilities that arise from leases on the balance sheet. Right-of-use assets represent the Company's right to use an underlying asset for the lease term, while lease liabilities represent the Company's obligation to make lease payments arising from the lease. Right-of-use assets and lease liabilities are recognized at the commencement date of a lease based on the net present value of lease payments over the lease term.

At lease inception, leases are classified as either finance leases or operating leases with the associated right-of-use asset and lease liability measured at the net present value of future lease payments. Operating lease right-of-use assets are expensed on a straight-line basis as lease expense over the noncancelable lease term. Expenses for finance leases are comprised of the amortization of the right-of-use asset and interest expense recognized based on the effective interest method. The Company does not hold any finance leases.

In determining the discount rate used to measure the right-of-use assets and lease liabilities, the Company uses the rate implicit in the lease, or if not readily available, the Company uses a risk-free rate based on U.S. Treasury notes or bond rates for a similar term.

The Company's lease agreement includes an option to renew or terminate the lease. The exercise of lease renewal or early termination options is at the Company's sole discretion. The Company regularly evaluates the renewal and early termination options and when they are reasonably certain of exercise, the Company includes such options in the lease term.

Right-of-use assets are assessed for impairment in accordance with the Company's long-lived asset policy. The Company reassesses lease classification and remeasures right-of-use assets and lease liabilities when a lease is modified and that modification is not accounted for as a separate new lease or upon certain other events that require reassessment in accordance with Topic 842.

The Company made significant assumptions and judgments in applying the requirements of Topic 842. In particular, the Company:

- Evaluated whether a contract contains a lease, by considering factors such as whether the Company obtained substantially all rights to control an identifiable underlying asset and whether the lessor has substantive substitution rights; and

- Determined whether contracts contain embedded leases.

Additional required disclosures for Topic 842 are contained in Note 8.

2. Prepaid Franchisee Expenses

The Company enters into agreements with certain franchisees to pay for a part of franchisee expenses. The agreements state that no repayment is required throughout the term unless a triggering event occurs. If a triggering event occurs, the franchisee will owe the principal plus accrued interest at that date. Absent of a triggering event, the Company will forgive the entire balance at the end of the contract. These agreements were signed with expectations to generate future revenue and are thus determined to be a recoverable asset. They will be amortized and recorded as a reduction of franchise fee revenue over the term of the agreement as the likelihood of a triggering event is remote. The terms of the agreements range from five to seventeen years, expiring between August 2025 and December 2036. The balance of unamortized prepaid franchisee expenses as of December 31, 2024 and 2023 was $176,233 and $365,917, respectively.

Reduction of revenue related to these assets of $53,016 and $57,128 were recorded for the years ended December 31, 2024 and 2023, respectively. During the year ended December 31, 2024, a triggering event occurred in which the principal and interest was to be paid back by a terminated franchisee, which resulted in $96,668 of additional revenue recognized. Additionally, during the year, a franchisee that was never opened terminated their franchise agreement. Both the forgivable loan and initial franchise fee, included in deferred revenue, of $40,000 were removed, resulting in no revenue recognized.

Future revenue reduction for years ending after December 31, 2024 are estimated as follows:

Years ending December 31:	
2025	$ 37,287
2026	33,037
2027	33,037
2028	33,037
2029	20,824
Thereafter	19,011
Total	$ 176,233

3. Intangible Assets

Intangible assets consist of the following as of December 31:

	2024		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Trademark, Boulders	$ 208,150	$ (208,150)	$ -
Trademark, Key West	324,000	(207,900)	116,100
Trademark, Centerstone	309,000	(309,000)	-
Intangible assets	$ 841,150	$ (725,050)	$ 116,100

	2023		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Trademark, Boulders	$ 208,150	$ (208,150)	$ -
Trademark, Key West	324,000	(175,500)	148,500
Trademark, Centerstone	309,000	(309,000)	-
Intangible assets	$ 841,150	$ (692,650)	$ 148,500

Amortization expense related to these intangible assets was $32,400 and $103,142 for the years ended December 31, 2024 and 2023, respectively.

Future amortization of intangible assets for years ending after December 31, 2024 are estimated as follows:

Years ending December 31:	
2025	$ 32,400
2026	32,400
2027	32,400
2028	18,900
Total	$ 116,100

4. Goodwill

Goodwill consists of the following as of December 31:

	2024	2023
Original value	$ 567,000	$ 567,000
Accumulated amortization	(363,825)	(307,125)
Net book value	$ 203,175	$ 259,875

Amortization expense related to goodwill was $56,700 for the years ended December 31, 2024 and 2023.

Future amortization of goodwill for years ending after December 31, 2024 are estimated as follows:

Years ending December 31:	
2025	$ 56,700
2026	56,700
2027	56,700
2028	33,075
Total	$ 203,175

5. Line of Credit

The Company has a revolving line of credit agreement which expired in November 2024, at which time it was renewed through November 2025, under similar terms and conditions. The maximum borrowings under the line of credit are $2,500,000. The line of credit is secured by a general business security agreement and the personal guarantee of one the Company's members. As of December 31, 2024, interest is payable monthly at the greater of the prime rate or 7.75% (7.75% at December 31, 2024). As of December 31, 2023, interest is payable monthly at the greater of the prime rate or 8.00% (8.50% at December 31, 2023). No balance is outstanding on the line of credit as of December 31, 2024 and 2023.

6. Deferred Revenue

Deferred revenue consists of initial franchise fees received in which obligations exist of $1,776,192 and $1,913,763 as of December 31, 2024 and 2023, respectively. The Company amortizes the initial franchise fees over the term of the franchise agreements, which range from 10-20 years and expire at various dates through 2044.

The future recognition of this initial franchise fee revenue after December 31, 2024 is as follows:

Years ending December 31:	
2025	$ 110,300
2026	105,092
2027	104,237
2028	99,812
2029	97,188
Thereafter	979,563
Total	$ 1,496,192

Due to the initial franchise fees being amortized over the term of the franchise agreement, which begins when the hotels begin operations, an additional $280,000 of initial franchise fees have been received but not included in the table above as the operational start date is currently unknown.

7. Related-Party Transactions

The Company has franchise agreements with eighteen and fifteen hotel groups that are majority owned by the members of the Company as of December 31, 2024 and 2023, respectively. These agreements account for total franchise fee revenue of $598,947 and $530,485 for the years ended December 31, 2024 and 2023, respectively. The agreements with the related-party hotels run through September 2044.

The members of the Company also have ownership interest in certain hotels groups for which the Company has franchise agreements; however, these ownership interests are at a minority level and are typically below 10%.

The Company has a lease agreement with a related entity under common ownership for use of their office facilities. See Note 8 for further information.

The Company does not guarantee the debt of any of the related parties.

8. Leases

As described in Note 7, the Company leases office space from a related entity, which requires monthly rent payments of $1,000. The lease expired in December 2024, at which time, it was extended through December 2027 under similar terms and conditions. The property taxes, insurance and normal maintenance costs of the facilities are paid for by the lessor.

The following table summarizes the operating lease right-of-use assets and operating lease liabilities as of December 31:

	2024	2023
Operating lease right-of-use assets	$ 33,844	$ 11,943
Operating lease liabilities:		
Current	$ 10,802	$ 11,943
Long-term	23,042	-
Total operating lease liabilities	$ 33,844	$ 11,943

The Company recorded $12,000 of operating lease expenses during the years ended December 31, 2024 and 2023, respectively.

The right-of-use assets and lease liabilities were calculated using a weighted average discount rate of 4.29% and 1.04% as of December 31, 2024 and 2023, respectively. As of December 31, 2024 and 2023, the weighted average remaining lease term was three years and one year, respectively.

The table below summarizes the Company's scheduled future minimum lease payments for years ending after December 31, 2024:

Years ending December 31:	
2025	$ 12,000
2026	12,000
2027	12,000
Total lease payments	36,000
Less present value discount	(2,156)
Total lease liabilities	33,844
Less current portion	(10,802)
Long-term lease liabilities	$ 23,042

9. Retirement Plan

The Company has a qualified 401(k) profit sharing plan which covers all eligible employees or all employees who have completed at least one year of service with the Company. The Company matches 100% of the first 3% of employee compensation along with a 50% match of employee contributions between 3% and 5% of employee compensation. The matching contribution to the 401(k) plan for December 31, 2024 and 2023 was $20,611 and $18,735, respectively.

10. Subsequent Events

The Company has evaluated subsequent events through January 30, 2025 which is the date that the financial statements were approved and available to be issued for events requiring disclosure or recording in the Company's financial statements.

Cobblestone Hotels, LLC

Financial Statements

December 31, 2023 and 2022

Cobblestone Hotels, LLC

Table of Contents
December 31, 2023 and 2022

	Page
Independent Auditors' Report	1
Financial Statements	
Balance Sheets	3
Statements of Income and Members' Equity	4
Statements of Cash Flows	5
Notes to Financial Statements	6

Independent Auditors' Report

To the Members of
Cobblestone Hotels, LLC

Opinion

We have audited the financial statements of Cobblestone Hotels, LLC (the Company), which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of income and members' equity and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022 and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America (GAAP).

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. 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 Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with GAAP, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' 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 GAAS 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 statements.

Baker Tilly US, LLP, trading as Baker Tilly, is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. © 2020-2022 Baker Tilly US, LLP

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, 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 statements.
- 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 the Company'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 statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company'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.

Baker Tilly US, LLP

Madison, Wisconsin
March 4, 2024

Cobblestone Hotels, LLC

Balance Sheets
December 31, 2023 and 2022

	2023	2022
Assets		
Current Assets		
Cash and cash equivalents	$ 2,925,644	$ 3,491,950
Accounts receivable	299,338	101,129
Prepaid expenses	145,801	68,868
Prepaid franchisee expenses, current portion	57,037	59,147
Total current assets	3,427,820	3,721,094
Property and Equipment		
Equipment	15,740	15,740
Less accumulated depreciation	(10,130)	(7,204)
Net property and equipment	5,610	8,536
Other Assets		
Prepaid franchisee expenses, net of current portion	308,880	363,898
Intangible assets, net	148,500	251,642
Goodwill, net	259,875	316,575
Operating right-of-use asset	11,943	23,763
Total other assets	729,198	955,878
Total assets	$ 4,162,628	$ 4,685,508
Liabilities and Members' Equity		
Current Liabilities		
Accounts payable	$ 116,923	$ 141,836
Accrued payroll	25,833	19,456
Distributions payable	1,645,609	-
Deferred revenues, current portion	114,633	123,950
Loyalty program liability, current portion	15,194	25,317
Operating lease liability, current portion	11,943	11,819
Total current liabilities	1,930,135	322,378
Long-Term Liabilities		
Deferred revenues, net of current portion	1,799,130	1,499,399
Loyalty program liability, net of current portion	174,736	143,490
Operating lease liability, net of current portion	-	11,944
Total long-term liabilities	1,973,866	1,654,833
Total liabilities	3,904,001	1,977,211
Members' Equity	258,627	2,708,297
Total liabilities and members' equity	$ 4,162,628	$ 4,685,508

See notes to financial statements

Cobblestone Hotels, LLC

Statements of Income and Members' Equity
Years Ended December 31, 2023 and 2022

	2023	2022
Revenues		
Franchise fee revenues	$ 4,054,472	$ 3,864,676
Reservation system revenue	2,261,466	1,823,783
Convention sponsorship revenue and fees	291,138	270,510
Loyalty program revenue	982,477	659,738
Marketing revenue	575,331	519,656
Other revenue	85,177	105,088
Total revenues	8,250,061	7,243,451
Operating Costs and Expenses		
Reservation system	1,434,984	1,372,225
Loyalty program expense	423,750	494,942
Salaries and wages	568,734	581,002
Convention expense	498,052	387,997
Office expense	107,467	132,059
Marketing expense	811,208	323,405
Professional fees	153,023	139,039
Development fee	22,524	16,368
Bad debt expense	20,180	957
Rent expense	12,000	12,000
Insurance expense	65,740	63,083
Other expenses	83,841	62,345
Depreciation expense	2,926	2,926
Amortization expense	159,842	192,530
Total operating costs and expenses	4,364,271	3,780,878
Operating income	3,885,790	3,462,573
Other Income		
Interest income	282	-
Net income	3,886,072	3,462,573
Members' Equity, Beginning	2,708,297	5,431,440
Distributions to members	(6,335,742)	(6,185,716)
Members' Equity, Ending	$ 258,627	$ 2,708,297

See notes to financial statements

Cobblestone Hotels, LLC

Statements of Cash Flows
Years Ended December 31, 2023 and 2022

	2023	2022
Cash Flows From Operating Activities		
Net income	$ 3,886,072	$ 3,462,573
Adjustments to reconcile to net cash flows from operating activities:		
Depreciation	2,926	2,926
Bad debt expense	20,180	957
Amortization	159,842	192,530
Noncash lease expense	11,820	11,697
Changes in certain assets and liabilities:		
Accounts receivable	(218,389)	17,789
Prepaid expenses	(76,933)	(4,727)
Prepaid franchisee expenses	57,128	57,282
Accounts payable	(24,913)	(19,188)
Accrued payroll	6,377	(602)
Deferred revenues	290,414	43,306
Loyalty program liability	21,123	(14,193)
Lease liability (operating)	(11,820)	(11,697)
Net cash flows from operating activities	4,123,827	3,738,653
Cash Flows From Financing Activities		
Distributions to members	(4,690,133)	(6,185,716)
Net cash flows from financing activities	(4,690,133)	(6,185,716)
Net change in cash and cash equivalents	(566,306)	(2,447,063)
Cash and Cash Equivalents, Beginning	3,491,950	5,939,013
Cash and Cash Equivalents, Ending	$ 2,925,644	$ 3,491,950
Supplemental Cash Flows Disclosures		
Cash paid for operating lease	$ 12,000	$ 12,000
Noncash Investing and Financing Activities		
Distributions declared but not paid	$ 1,645,609	$ -
Operating lease right-of-use asset obtained in exchange for lease liability	$ -	$ 35,460

See notes to financial statements

1. Summary of Significant Accounting Policies

Nature of Operations

Cobblestone Hotels, LLC (the Company) owns the hotel brands known as *Cobblestone Inn & Suites*, *Cobblestone Hotel & Suites*, *Boarders Inn & Suites by Cobblestone*, *Riverstone Suites by Cobblestone Hotels, Boulders Inn & Suites*, *Centerstone Suites*, *Centerstone Inn & Suites*, *Centerstone Plaza Hotel*, *Centerstone Inn*, *Key West Inn*, *Key West Inn & Suites* and *Key West Resort* (hotel brands). The Company issues franchise agreements to use these hotel brands to other hotel groups. To date, the Company has acquired by assignment or sold franchise agreements in 29 states.

The following table summarizes the franchise activity for the Company:

	2023	2022
Franchises at the beginning of the period	153	148
Franchises sold	5	6
Franchises retired	(3)	(1)
Franchises at the end of the period	155	153

Cash and Cash Equivalents

The Company defines cash and cash equivalents as highly liquid, short-term investments with a maturity at the date of acquisition of three months or less.

The Company maintains cash balances at various banking institutions, which at times may exceed federally insured limits (FDIC limits). As of December 31, 2023, the Company held $2,216,631 in excess of FDIC limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant risks.

Accounts Receivable

Accounts receivable consist primarily of amounts due from franchised hotels related to reservation system fees and monthly franchise fees which are typically collected each month. The Company, at times, charges interest at 12% on franchise fees that are not remitted timely (within 30 days of invoice).

On January 1, 2023, the Company prospectively adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2016-13, *Financial Instruments - Credit Losses (Topic 326)*. ASU No. 2016-13 introduces a new credit loss methodology, Current Expected Credit Losses (CECL), which requires earlier recognition of credit losses, while also providing additional transparency about credit risk. The CECL methodology utilizes a lifetime expected credit loss measurement objective for the recognition of credit losses at the time the financial asset is originated or acquired. The expected credit losses are adjusted each period for changes in expected lifetime credit losses. The methodology replaces the multiple existing impairment methods in current generally accepted accounting principles (GAAP), which generally require that a loss be incurred before it is recognized.

Credit Policies - Prior to January 1, 2023

The Company continually evaluates the need for a valuation allowance by reviewing specific customer history and existing economic conditions. Accounts are written off after all collection efforts have been exhausted and management determines the account will not be collected.

Credit Policies - January 1, 2023 and After

The Company recognizes an allowance for credit losses for receivables to present the net amount expected to be collected as of the balance sheet date. Such allowance is based on the credit losses expected to arise over the life of the asset which includes consideration of past events and historical loss experience, current events and future events based on our expectation as of the balance sheet date. Receivables are written off when the Company determines that such receivables are deemed uncollectible. The Company pools its receivables based on similar risk characteristics in estimating its expected credit losses. In situations where a receivable does not share the same risk characteristics with other receivables, the Company measures those receivables individually. The Company also continuously evaluates such pooling decisions and adjusts as needed from period to period as risk characteristics change.

The Company utilizes the loss rate method in determining its lifetime expected credit losses on its receivables. This method is used for calculating an estimate of losses based primarily on the Company's historical loss experience. In determining its loss rates, the Company evaluates information related to its historical losses, adjusted for current conditions and further adjusted for the period of time that can be reasonably forecasted. Qualitative and quantitative adjustments related to current conditions and the reasonable and supportable forecast period consider all the following: past due receivables, the customer creditworthiness, changes in the terms of receivables, effect of other external forces such as competition and legal and regulatory requirements on the level of estimated credit losses in the existing receivables. For receivables that are not expected to be collected within the normal business cycle, the Company considers current and forecasted direction of the economic and business environment. Such forecasted information includes, but is not limited to, gross domestic product (GDP) growth, unemployment rates and interest rates.

Periodically throughout the year and at year-end, the Company evaluates the need for a valuation allowance by reviewing specific customer history and existing economic conditions. No allowance has been established as of December 31, 2023 and 2022. Management believes the balance of the receivables are collectible.

Property and Equipment

Property and equipment are stated at cost. Major expenditures for property and equipment are capitalized. Maintenance, repairs and minor renewals are expensed as incurred. When assets are retired or otherwise disposed of, their costs and related accumulated depreciation are removed from the accounts and resulting gains or losses are included in income.

Property and equipment are depreciated using the straight-line method over their estimated useful lives. The estimated useful life is five years for computer equipment and five years for signage.

Intangible Assets

Intangible assets consist of trademarks acquired as part of a purchase in 2018. Intangible assets are amortized using the straight-line method over the term for which it is determined they provide benefit which ranges from five to 10 years.

Impairment of Long-Lived Assets

The Company reviews long-lived assets, including property and equipment and intangible assets, for impairment whenever events or changes in business circumstances indicate that the carrying amount of an asset may not be fully recoverable. An impairment loss would be recognized when the estimated fair value of the asset is less than the carrying amount of that asset. To date, there have been no such losses.

Goodwill

The Company has allocated a portion of the purchase price of the business acquired in 2018 to goodwill. The Company amortizes goodwill using the straight-line method over 10 years.

The Company evaluates goodwill for impairment whenever events occur or circumstances change that indicate the fair value of the Company may be below its carrying amount. The Company determined that no such events occurred which would require the Company to test goodwill for impairment as of December 31, 2023 and 2022.

Loyalty Program

The Company has a loyalty program that allows members to earn points for each dollar spent. This is facilitated through a third party service provider and a fee of $36,000 is recorded each month and included in loyalty program expense on the accompanying statements of income and members' equity. On a monthly basis, the Company charges each franchisee a loyalty fee based on a percentage of rewards earned by customers and is recorded as loyalty program revenue on the accompanying statements of income and members' equity.

The rewards are redeemable for hotel stays at any franchised location or gift cards. The third party service provider directly bares the cost of the gift cards, however, the Company reimburses the franchisees for points redeemed for hotel stays, which is reflected in loyalty program expense on the accompanying statements of income and members' equity. Effective January 1, 2024, the Company will bare the cost of the gift cards. Revenue attributable to loyalty points earned are deferred as a reduction of loyalty program revenue and a liability is recorded for accumulated points at retail value. Points do not expire.

Franchise Agreements

The Company has entered into franchise agreements with hotel groups to allow these operators to use the hotel brand names as well as the inclusion of the operator's hotel on the Company's website and its toll free number. The agreements require a monthly fee over the term of the agreement and typically require an upfront initial franchise fee.

Revenue Recognition

The Company's revenues consist of fees from franchised hotels which include initial franchise fees and monthly fees. Initial one-time franchise fees range from $0 to $40,000 for Cobblestone branded hotels, $0 to $30,000 for Boarders branded hotels, $0 to $30,000 for Centerstone branded hotels and $0 to $15,000 for Key West branded hotels. Ongoing franchise fees are primarily based on the number of guest rooms available and are invoiced monthly based on contracted rates.

Other revenue sources are recognized when the service is provided including reservation and loyalty system revenue, convention sponsorship revenue and fees and other amounts that are incurred on behalf of the franchised locations that are passed through to the franchisees with minimal mark-up consisting of revenue generated from frequent stayer program, advertising revenue generated through booking agents and call center revenue.

The Company determined the performance obligation of the initial franchise fee is the use and benefit of the franchise license, which occurs over the period the franchised hotel is in operation, not when the hotel opens. The Company may provide pre-opening services to franchisees, however, the Company has determined these services do not contain separate and distinct performance obligations from the franchise right; thus, a portion of the franchise fee has not been allocated to these services.

The Company has determined the revenue recognition period for the initial franchise fee begins when the hotel commences operation. As a result, the Company continues to defer the initial franchise fee until the hotel commences operation and then recognizes the initial franchise fee evenly over the expected term of the franchise agreement, which the Company has determined to be 10 to 20 years as of December 31, 2023 and 2022.

Ongoing franchise fees are considered a perpetual license of intellectual property and are primarily based on the franchised hotel's number of guest rooms available and contracted rates. As such, the fees are not expected to fluctuate and are not considered variable consideration and do not require estimation. Ongoing franchise fees are recognized monthly as the franchisee reservations occur.

The following is a summary of the revenue related to franchise fee sources for the years ended December 31, 2023 and 2022:

	2023	2022
Initial franchise fees	$ 141,186	$ 209,082
Monthly franchise fees	3,913,286	3,655,594
Total	$ 4,054,472	$ 3,864,676

Deferred Revenue

Deferred revenue consists of the unamortized balance of initial fees that are recognized as the Company performs its performance obligation over the life of the franchise term and convention receipts for future conventions.

Advertising

Advertising costs are charged to operations when incurred. Advertising expense was $811,208 and $323,405 for the years ended December 31, 2023 and 2022, respectively.

Income Taxes

The Company and its members have elected to be treated as a partnership under provisions of the Internal Revenue Code (IRC). Therefore, any taxable income earned by the Company is included in the individual tax returns of its members. Accordingly, net income presented in the financial statements does not include a provision for income taxes. The net income presented will include state imposed taxes and fees as applicable.

The centralized partnership audit regime (CPAR) which was enacted as part of The Bipartisan Budget Act of 2015 is effective for tax years beginning on or after December 31, 2017. Certain eligible partnerships may elect to opt-out of CPAR which would require the Internal Revenue Service to collect any tax assessments from the partners rather than the partnership itself. The Company made the required elections on its federal income tax return to opt-out of CPAR.

The Company assessed whether there is any income tax exposure to the Company to determine if any uncertainty over income taxes exist. The Company does not believe there is any uncertainty.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America 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 the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Leases

Effective January 1, 2022, the Company adopted FASB ASU No. 2016-02, *Leases (Topic 842)*, and all related amendments using the modified retrospective approach. The Company recognizes the assets and liabilities that arise from leases on the balance sheet. Right-of-use assets represent the Company's right to use an underlying asset for the lease term, while lease liabilities represent the Company's obligation to make lease payments arising from the lease. Right-of-use assets and lease liabilities are recognized at the commencement date of a lease based on the net present value of lease payments over the lease term.

At lease inception, leases are classified as either finance leases or operating leases with the associated right-of-use asset and lease liability measured at the net present value of future lease payments. Operating lease right-of-use assets are expensed on a straight-line basis as lease expense over the noncancelable lease term. Expenses for finance leases are comprised of the amortization of the right-of-use asset and interest expense recognized based on the effective interest method. The Company does not hold any finance leases.

In determining the discount rate used to measure the right-of-use assets and lease liabilities, the Company uses the rate implicit in the lease, or if not readily available, the Company uses a risk-free rate based on U.S. Treasury notes or bond rates for a similar term.

The Company's lease agreement includes an option to renew or terminate the lease. The exercise of lease renewal or early termination options is at the Company's sole discretion. The Company regularly evaluates the renewal and early termination options and when they are reasonably certain of exercise, the Company includes such options in the lease term.

Right-of-use assets are assessed for impairment in accordance with the Company's long-lived asset policy. The Company reassesses lease classification and remeasures right-of-use assets and lease liabilities when a lease is modified and that modification is not accounted for as a separate new lease or upon certain other events that require reassessment in accordance with Topic 842.

The Company made significant assumptions and judgments in applying the requirements of Topic 842. In particular, the Company:

- Evaluated whether a contract contains a lease, by considering factors such as whether the Company obtained substantially all rights to control an identifiable underlying asset and whether the lessor has substantive substitution rights; and

- Determined whether contracts contain embedded leases.

Additional required disclosures for Topic 842 are contained in Note 8.

2. Prepaid Franchisee Expenses

The Company enters into agreements with certain franchisees to pay for a part of franchisee expenses. The agreements state that no repayment is required throughout the term unless a triggering event occurs. If a triggering event occurs, the franchisee will owe the principal plus accrued interest at that date. Absent of a triggering event, the Company will forgive the entire balance at the end of the contract. These agreements were signed with expectations to generate future revenue and are thus determined to be a recoverable asset. They will be amortized and recorded as a reduction of franchise fee revenue over the term of the agreement as the likelihood of a triggering event is remote. The terms of the agreements range from three to forty years, expiring between August 2025 through December 2043. The balance of unamortized prepaid franchisee expenses as of December 31, 2023 and 2022 was $365,917 and $423,045, respectively.

Reduction of revenue related to these assets of $57,128 and $57,282 were recorded for the years ended December 31, 2023 and 2022, respectively.

Future revenue reduction for years ending after December 31, 2023 are estimated as follows:

Years ending December 31:	
2024	$ 57,037
2025	55,287
2026	51,037
2027	51,037
2028	51,037
Thereafter	100,482
Total	$ 365,917

3. Intangible Assets

Intangible assets consist of the following as of December 31:

	2023		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Trademark, Boulders	$ 208,150	$ (208,150)	$ -
Trademark, Key West	324,000	(175,500)	148,500
Trademark, Centerstone	309,000	(309,000)	-
Intangible assets	$ 841,150	$ (692,650)	$ 148,500

	2022		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Trademark, Boulders	$ 208,150	$ (173,458)	$ 34,692
Trademark, Key West	324,000	(143,100)	180,900
Trademark, Centerstone	309,000	(272,950)	36,050
Intangible assets	$ 841,150	$ (589,508)	$ 251,642

Amortization expense related to these intangible assets was $103,142 and $135,830 for the years ended December 31, 2023 and 2022, respectively.

Future amortization of intangible assets for years ending after December 31, 2023 are estimated as follows:

Years ending December 31:	
2024	$ 32,400
2025	32,400
2026	32,400
2027	32,400
2028	18,900
Total	$ 148,500

4. Goodwill

Goodwill consists of the following as of December 31:

	2023	2022
Original value	$ 567,000	$ 567,000
Accumulated amortization	(307,125)	(250,425)
Net book value	$ 259,875	$ 316,575

Amortization expense related to goodwill was $56,700 for the years ended December 31, 2023 and 2022.

Future amortization of goodwill for years ending after December 31, 2023 are estimated as follows:

Years ending December 31:	
2024	$ 56,700
2025	56,700
2026	56,700
2027	56,700
2028	33,075
Total	$ 259,875

5. Line of Credit

The Company has a revolving line of credit agreement which expired in October 2023, at which time it was renewed through November 2024, under similar terms and conditions. The maximum borrowings under the line of credit are $2,500,000. The line of credit is secured by a general business security agreement and the personal guarantee of one the Company's members. As of December 31, 2023, interest is payable monthly at the greater of the prime rate or 8.00% (effectively 8.50% at December 31, 2023). As of December 31, 2022, interest is payable monthly at the greater of the prime rate or 5.75% (effectively 7.50% at December 31, 2022). No balance is outstanding on the line of credit as of December 31, 2023 and 2022.

6. Deferred Revenue

Deferred revenue consists of the the following at December 31:

	2023	2022
Initial franchise fees received in which obligations exist	$ 1,913,763	$ 1,621,199
Franchise fee advanced payments	-	2,150
Total	$ 1,913,763	$ 1,623,349

The Company amortizes the initial franchise fees over the term of the franchise agreements, which range from 10-20 years and expire at various dates through 2043. Amortization of the deferred monthly franchise fees began in 2023, when the agreement becomes effective and will be amortized over the term of the agreement.

The future recognition of this initial franchise fee revenue after December 31, 2023 is as follows:

Years ending December 31:	
2024	$ 114,633
2025	99,550
2026	94,342
2027	93,113
2028	88,563
Thereafter	848,562
Total	$ 1,338,763

Due to the initial franchise fees being amortized over the term of the franchise agreement, which begins when the hotels begin operations, an additional $575,000 of initial franchise fees have been received but not included in the table above as the operational start date is currently unknown.

7. Related-Party Transactions

The Company has franchise agreements with fifteen and fourteen hotel groups that are majority owned by the members of the Company as of December 31, 2023 and 2022, respectively. These agreements account for revenue of $530,485 and $487,018 for the years ended December 31, 2023 and 2022, respectively. The agreements with the related-party hotels run through November 2042.

The members of the Company also have ownership interest in certain hotels groups for which the Company has franchise agreements, however, these ownership interests are at a minority level and are typically below 10%.

The Company has a lease agreement with a related entity for use of their office facilities. See Note 8 for further information.

The Company does not guarantee the debt of any of the related parties.

8. Leases

The Company currently utilizes shared office space with other related parties. This office space is owned by a related entity with common ownership. The Company entered into an agreement with the related entity that requires monthly rent payments of $1,000 expiring in December 2024. The property taxes, insurance and normal maintenance costs of the facilities are paid for by the lessor.

The following table summarizes the operating lease right-of-use assets and operating lease liabilities as of December 31:

	2023	2022
Operating lease right-of-use assets	$ 11,943	$ 23,763
Operating lease liabilities:		
Current	$ 11,943	$ 11,819
Long-term	-	11,944
Total operating lease liabilities	$ 11,943	$ 23,763

The Company recorded $12,000 of operating lease expenses during the years ended December 31, 2023 and 2022, respectively.

The right-of-use assets and lease liabilities were calculated using a weighted average discount rate of 1.04%. As of December 31, 2023, the weighted average remaining lease term was one year.

The table below summarizes the Company's scheduled future minimum lease payments for years ending after December 31, 2023:

Year ending December 31:	
2024	$ 12,000
Less present value discount	(57)
Total lease liabilities, current portion	$ 11,943

9. Retirement Plan

The Company has a qualified 401(k) profit sharing plan which covers all eligible employees or all employees who have completed at least one year of service with the Company. The Company matches 100% of the first 3% of employee compensation along with a 50% match of employee contributions between 3% and 5% of employee compensation. The matching contribution to the 401(k) plan for December 31, 2023 and 2022 was $18,735 and $18,161, respectively.

10. Subsequent Events

The Company has evaluated subsequent events through March 4, 2024 which is the date that the financial statements were approved and available to be issued for events requiring disclosure or recording in the Company's financial statements.

EXHIBIT D

FRANCHISE AGREEMENT

COBBLESTONE HOTELS, LLC
DATA SHEET

Franchisee: _____
(Individual(s) and _____
Entity, if applicable) _____

[1]

Franchised Location: _____
_____
_____

Effective Date: _____

Territory Count: _____

Territory/Territories Description: See attached Map and/or List of Zip Codes

Initial Franchise Fee: _____

The terms of this Data Sheet are incorporated into the attached Franchise Agreement.

[1]

COBBLESTONE HOTELS, LLC
FRANCHISE AGREEMENT

TABLE OF CONTENTS

ARTICLE 1: FRANCHISED LOCATION; GRANT OF FRANCHISE 1
ARTICLE 2: TERM OF FRANCHISE 2
ARTICLE 3: FRANCHISOR'S RIGHT TO LICENSE THE MARKS AND BUSINESS SYSTEM 3
ARTICLE 4: INITIAL FEE; APPROVAL OF FRANCHISEE 4
ARTICLE 5: OTHER FEES 4
ARTICLE 6: QUALITY CONTROL, UNIFORMITY AND STANDARDS REQUIRED OF THE FRANCHISEE 5
ARTICLE 7: CONFIDENTIAL INFORMATION 15
ARTICLE 8: FRANCHISOR'S TERMINATION RIGHTS 16
ARTICLE 9: FRANCHISEE'S TERMINATION RIGHTS 18
ARTICLE 10: FRANCHISEE'S OBLIGATIONS UPON TERMINATION OR EXPIRATION 19
ARTICLE 11: TRAINING PROGRAM; OPENING ASSISTANCE 20
ARTICLE 12: FRANCHISOR'S OTHER OBLIGATIONS 21
ARTICLE 13: SIGNAGE 21
ARTICLE 14: INSURANCE 22
ARTICLE 15: INDEPENDENT CONTRACTORS; INDEMNIFICATION 23
ARTICLE 16: FINANCIAL STATEMENTS, SALES REPORTS, FORMS AND ACCOUNTING 23
ARTICLE 17: ASSIGNMENT 25
ARTICLE 18: SITE SELECTION, BUILDING PLANS AND SPECIFICATIONS 27
ARTICLE 19: ENFORCEMENT; MISCELLANEOUS 30
ARTICLE 20: NOTICES 32
ARTICLE 21: GOVERNING LAW AND INTERPRETATION 33
ARTICLE 22: ACKNOWLEDGMENTS 33

Attachment 1 – Hotel Specific Information
Attachment 2 – Closing Addendum
Attachment 3 – NEW Construction ADA Certification Form
Attachment 4 – Personal Guaranty
Attachment 5 - State Addendum (*if applicable*)
Attachment 6 - ACH Form
FDD Exhibit E Central Reservation System Technology Addendum
FDD Exhibit F Property Management System Technology Addendum
FDD Exhibit G Call Center Reservation Services Technology Addendum
FDD Exhibit H Cobblestone Rewards Program Technology Addendum
FDD Exhibit I Sojern Marketing Platform Agreement

(*if applicable*)

COBBLESTONE HOTELS, LLCFRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "Agreement") is being entered into this day of_____, (the "Effective Date") by and between Cobblestone Hotel LLC, a Wisconsin limited liability company with its principal place of business at 980 American Drive Neenah, WI 54956 (herein "Franchisor") and _____ _____, a(n) _____, with its principal place of business located at_____ and _____ 's principals _____, an individual residing at _____ and _____, an individual residing at _____ _____("Principal(s)"). _____ and Principal(s) shall be individually and collectively referred to in this Agreement as the "Franchisee".

RECITALS:

WHEREAS, Franchisor, as the result of the expenditure of time, skill, effort and money, has developed and owns a distinctive system for developing, operating and promoting lodging facilities identified by the "Cobblestone Inn & Suites®", "Cobblestone Hotel & Suites®" and "Cobblestone Suites™" trademarks (the "Marks") and all Confidential Information (as defined in Article 7(A)) related thereto (collectively the "Business System");

WHEREAS, the distinguishing characteristics of the Business System include, but are not limited to, business methods, designs, trade dress, decor, color schemes and arrangements, and the Confidential Information, all of which Franchisor may improve, further develop or otherwise modify from time to time;

WHEREAS, the Business System is identified by the Marks, which are owned by Franchisor and Franchisor grants to qualified individuals and entities the right to operate a single hotel under the Marks, using the Business System; and

WHEREAS, Franchisee has submitted an application to Franchisor for the right to operate a hotel under the Marks, using the Business System, at the Franchised Location, as defined in Article 1(A), and Franchisor has approved Franchisee's application based on all of the information and representations made by Franchisee in the franchise application.

AGREEMENT:

In consideration of the foregoing and the mutual covenants and consideration below, Franchisor and Franchisee agree as follows:

ARTICLE 1: FRANCHISED LOCATION; GRANT OF FRANCHISE

(A) Franchised Location and Protected Area. Franchisor hereby grants to Franchisee a nonexclusive and personal license to operate one (1) hotel in conformity with the Business System and using the Marks, at the location listed on Exhibit A to this Agreement (the "Franchised Location"). For as long as the Franchised Location contains at least the minimum number of guest rooms listed on Exhibit A to this Agreement and Franchisee is not in default of this Agreement, Franchisor shall not itself operate or grant a license or franchise to any third party to operate another lodging facility using the Franchised Name, as defined in Article 1(B) below, within the geographic region listed as the Protected Area on Exhibit A to this Agreement (the "Protected Area") until the expiration or earlier termination of this Agreement. The limited Protected Area granted under this Agreement is the only territorial protection granted to Franchisee and does not in any way expressly or implicitly grant any other area, market, territorial, or development rights to Franchisee or restrict Franchisor or its affiliates in any way in the manner in which Franchisor and its affiliates may conduct or operate their respective businesses outside the Protected Area. Franchisor and its affiliates have the right to issue competing franchises and to directly or indirectly develop and operate competing company-owned businesses under the Marks for or at any locations outside of the Protected Area, including locations near the boundaries of the Protected Area. Further, Franchisor and its affiliates have the right both within and outside of the Protected Area to: (1) distribute products or services through alternative channels of distribution (including the Internet or any other existing or future form of electronic commerce) under the Marks; and (2) license or operate other lodging properties using trade names other

than the Marks, as applicable, either within the Protected Area, or outside of the Protected Area, even if such lodging properties offer services similar to those offered at the Franchised Location.

(B) Franchised Name. Franchisee will operate the Franchised Location under the name listed as the "Franchised Name" on Exhibit A to this Agreement (the "Franchised Name") and will not operate the Franchised Location under any other name without Franchisor's prior written permission. Franchisor has the right to require Franchisee to change the Franchised Name by giving written notice to Franchisee pursuant to Article 3(C) hereof if Franchisor determines that Franchisee's use of the Franchised Name may cause confusion in the market place. Within ninety (90) days of receiving such notice, Franchisee shall, at its expense, change all signage and materials bearing the Franchised Name so as to conform to the new Franchised Name. The Franchised Location shall conform to the requirements for the use of the Franchised Name set forth in the Rules and Regulations (as defined in Article 1(C) below), as the same may be revised, modified and/or supplemented from time to time by Franchisor in its sole discretion.

(C) Conditions of Franchise. Franchisee hereby, for the entire term of this Agreement, undertakes the obligation to operate a hotel at the Franchised Location under the Business System using the Marks in strict compliance with the terms and conditions of this Agreement and the standards, plans, specifications, policies, procedures and techniques that Franchisor has developed relating to the design, construction, development and operation of hotel using the Marks and Business System, all of which may be changed by us at Franchisor's option and which include, but are not limited to; (1) recommended business practices; (2) requirements for advertising and sales literature; (3) standards for guest service; (4) sales techniques and procedures; (5) management, operational and accounting procedures; and (6) standards and specifications for quality, design, warranties, appearance, function and performance (collectively, the "Rules and Regulations"). The rights and privileges granted to Franchisee by Franchisor under this Agreement are applicable only to the single location designated as the Franchised Location, are personal in nature, and may not be used elsewhere or at any other location by Franchisee. Franchisee represents to Franchisor that neither Franchisee nor any of its owners are a party to any agreement that would prevent the Franchisee from entering into this Agreement or operating a hotel using the Marks at the Franchised Location, including, but not limited to, a franchise agreement with a different hotel brand.

ARTICLE 2: TERM OF FRANCHISE

(A) Initial Term. The term of this Agreement shall commence on the Effective Date and shall continuethereafter until the date which is twenty (20) years after the date the Franchised Location opens for businessunder the Marks (the "Opening Date"), subject to earlier termination as set forth herein. This Agreement will not be enforceable until it has been signed by both Franchisee and Franchisor.

(B) Renewal. When the Initial Term ends, this agreement shall automatically renewal for additional periods of two (2) year (the "Renewal Term(s)") if the Franchisee is not in default of the terms of this agreement and Franchisor has not decided, in their sole discretion, to withdraw from the Franchise Territory. If either Franchisor or Franchisee desires to terminate the Agreement, the non-renewing party must notify the other, in writing, at least six (6) months prior to the expiration of the Initial Term.

(C) No Rights upon Expiration. Upon the expiration of the term of this Agreement, neither Franchisee nor Franchisor will have the right to renew or to extend the term of this Agreement, or to enter into a new franchise agreement, whether upon the terms of this Agreement or any other terms. In those jurisdictions where Franchisor is required by law to offer Franchisee the opportunity to renew its franchise (or if Franchisor in its sole discretion chooses to do so), Franchisee acknowledges and agrees that Franchisor may condition any such offer to renew upon: (1) Franchisee having complied with all of the material provisions of this Agreement or any other agreement between Franchisee and Franchisor or its affiliates, including the payment of all monetary obligations owed by Franchisee; (2) Franchisee having given Franchisor written notice at least one hundred eighty (180) days before the end of the term of this Agreement of its desire to renew; (3) Franchisee's written agreement to remodel, modernize, redecorate, and renovate the Franchised Location and to replace and modernize the furniture, fixtures, supplies, and equipment used in the Franchised Location so that the Franchised Location complies with the Rules and Regulations, Plans and Specifications (as defined in Article 6(E)) and reflects the then-current image intended to be portrayed

by Franchisor; (4) to the extent permitted by applicable law, Franchisee's execution of a general release, in a form prescribed by Franchisor, releasing Franchisor and its affiliates and their respective officers, directors, managers, agents, representatives, and employees from any and all claims by Franchisee and its related parties; (5) Franchisee's execution of Franchisor's then-current form of Franchise Agreement, the terms of which may differ materially from the terms of this Agreement, including greater or additional fees payable to Franchisor; (6) payment of Franchisor's then-current Initial Fee; and (7) any other reasonable conditions of renewal as Franchisor may communicate to Franchisee following Franchisee's notice.

ARTICLE 3: FRANCHISOR'S RIGHT TO LICENSE THE MARKS AND BUSINESS SYSTEM

(A) Right To Franchise Marks. Franchisor warrants that it has the right, except as otherwise provided herein, to license the Marks and Business System to Franchisee. Any and all improvements made by or on behalf of Franchisee relating to the Marks or the Business System will become the sole and absolute property of Franchisor. Franchisor will have the sole and exclusive right to register and protect all such improvements in its name. Franchisee shall assign and transfer its rights in and to any such improvements to Franchisor pursuant to a bill of sale or assignment in such form as Franchisor may reasonably require. Franchisee will not be entitled to, and hereby expressly waives, any right that it may have to be compensated by Franchisor for any such improvements to the Marks and/or Business System. Franchisee's right to use and identify with the Marks and the Business System will exist concurrently with the term of this Agreement and such use by Franchisee will inure exclusively to the benefit of Franchisor.

(B) Conditions to License of Marks. Franchisee's nonexclusive and personal right to use the Franchised Name as the name of the Franchised Location and its right to use the Marks and the Business System applies only to the Franchised Location and such rights will exist only so long as Franchisee fully performs and complies with all of the terms and conditions of this Agreement. Franchisee will not have or acquire any rights in any of the Marks or the Business System other than the right of use as provided herein. Franchisee will have the right to use the Marks and the Business System only in the manner prescribed, directed, and approved by Franchisor in writing. If, in the judgment of Franchisor, the acts of Franchisee infringe upon or demean the goodwill, standards of quality or uniformity, or business standing associated with the Marks or the Business System, then Franchisee will, upon written notice from Franchisor, immediately modify its use of the Marks and the Business System in the manner prescribed by Franchisor in writing. Franchisee expressly understands and acknowledges that Franchisor is the owner of all rights, title, and interest in and to the Marks and the Business System, and the goodwill associated with and symbolized by the Marks and the Business System. The Marks are valid and serve to identify Franchisor as the source of origin of the goods and services provided under the Business System. Any and all goodwill associated with the Marks and the Business System will incur exclusively to Franchisor's benefit and upon the expiration or termination of this Agreement, no monetary amount will be assigned as attributable to any goodwill associated with Franchisee's use of the Marks and the Business System. Franchisee will at no time take any action whatsoever to contest Franchisor's Marks and Business System and the goodwill associated therewith and will not allege any ownership in the Marks or the Business System.

(C) Substitution of Marks. If Franchisor, in its sole discretion, determines that the modification of the Marks or substitution of New Marks will be beneficial to the Business System, Franchisor reserves the right to modify the Marks or to substitute new or different trademarks, trade names, service marks, copyrights, decor, graphics, slogans, signs, logos, interior and exterior building designs, commercial symbols, and/or color combinations, (hereinafter referred to collectively as the ("New Marks")), to identify the hotels operating under the Business System. In that event, upon receipt of written notice from Franchisor, Franchisee will, at its expense, immediately make all modifications to the Marks specified by Franchisor in the written notice, and if so specified, Franchisee will cease using the Marks and commence using the New Marks within a time frame set by Franchisor in its sole discretion.

(D) Adverse Claims. If there is a claim by any party that its rights to any or all of the Marks are superior to those of Franchisor and if Franchisor's attorneys are of the opinion that such claim is legally meritorious, or if there is an adjudication by a court of competent jurisdiction that any party's rights to any or all of the Marks (hereinafter referred to as the "Conflicting Marks") are superior to those of Franchisor, then upon receiving written notice from Franchisor, Franchisee will, at its expense, immediately discontinue use of the Conflicting Marks and,

if so specified, Franchisee will as soon as reasonably possible, commence using the New Marks designated by Franchisor in writing in connection with the operation of the Franchised Location, including on all signs, and in connection with all advertising, marketing, and promotion thereof.Franchisee will not make any changes or amendments whatsoever to the Marks or the Business System unless approved by Franchisor in writing.

(E) Defense or Enforcement of Rights to Marks. Franchisee will have no right to, and will not, without the written consent of Franchisor, defend or enforce any rights associated with the Marks or the Business System in any court or other proceedings for or against imitation, infringement, prior use, or for any other claim or allegation. Franchisee will give Franchisor prompt written notice of any and all claims or complaints made against or associated with the Marks and the Business System and will, without compensation for its time and at its expense, cooperate in all respects with Franchisor in any lawsuits or other proceedings involving the Marks or the Business System. Franchisor will have the sole and absolute right to determine whether it will commence any action against or defend any action by any third party involving the Marks or the Business System and the cost and expense of all such actions incurred by Franchisor, including attorneys' fees, specifically relating to the Marks or the Business System will be paid by Franchisor.

(F) Franchisee's Right to Participate In Litigation. Franchisee may, at its expense, retain an attorney to represent it individually in all litigation and court proceedings involving the Marks and/or the Business System, and will do so with respect to matters involving only Franchisee (i.e. not involving Franchisor or its interests); however, Franchisor and its legal counsel will control and conduct all litigation involving the Marks and/or the Business System except as expressly provided for herein. Franchisor will have no liability to Franchisee for any costs that Franchisee may incur in any litigation or other proceedings involving the Marks and/or the Business System and Franchisee will pay for all costs, including attorneys' fees that it may incur in any litigation or proceedings arising as a result of matters referred to under this Article 3.

(G) Tender of Defense. If Franchisee is named as a defendant or party in any action involving the Marks and/or the Business System and if Franchisee is named as a defendant or party solely because the plaintiff or claimant is alleging that Franchisee does not have the right to use the Marks and/or the Business System licensed by Franchisor to Franchisee at the Franchised Location pursuant to this Agreement, then Franchisee will have the right to tender the defense of the action to Franchisor within ten (10) days of receiving service of the summons and complaint in the action. Franchisor will, at its expense, defend Franchisee in the action. Franchisor will indemnify and hold Franchisee harmless from any damages assessed against Franchisee in any such actions resulting solely from Franchisee's use of the Marks and/or the Business System at the Franchised Location if Franchisee has tendered the defense of the action to Franchisor as herein required.

ARTICLE 4: INITIAL FEE; APPROVAL OF FRANCHISEE

(A) Initial Fee. Franchisee will pay Franchisor an Initial Fee of Forty-Five Thousand and no/100 Dollars ($45,000) (the "Initial Fee"). Any application fee paid by Franchisee to Franchisor shall be creditedagainst the Initial Fee. The remaining balance of the Initial Fee is due and payable in full on the date this Agreement is executed by Franchisee. The Initial Fee is fully earned when this Agreement is signed by Franchisee and Franchisor and is not refundable in full or in part. Franchisee further acknowledges that anyapplication fee paid by Franchisee will not be refunded under any circumstances and Franchisor is not liableto Franchisee for any expenses incurred in the application process.

ARTICLE 5: OTHER FEES

(A) Monthly Fee. In addition to the Initial Fee, for the term of this Agreement Franchisee shall pay to Franchisor a Monthly Fee of $3.75 per guest room per day calculated based on a 30-day month ("Monthly Fee"). For purposes of example and illustration only, if the Franchised Location has 54guest rooms the Monthly Fee payable by Franchisee is: 54 guest rooms*$3.75*30 days = $6,075 per month; or

(B) Reservation Fees. Franchisee shall, for the entire term of this Agreement, pay to Franchisor reservation fees (the "Reservation Fees"). Reservation Fees are subject to change from time-to-time by Franchisor upon thirty (30) days' prior written notice to Franchisee in connection with changes in the out-

of-pocket costs and expenses and overhead incurred by Franchisor in providing reservation services to its franchisees. In addition to the Reservation Fees payable to Franchisor, Franchisee shall pay all the pass-through fees imposed by third-party vendors in providing reservation services to Franchisee, which pass-through fees are subject to change from time-to-time.

(C) Marketing Fund Fee. In addition to the Initial Fee, for the term of this Agreement Franchisee shall pay to Franchisor a monthly fee of $0.75 per guest room per day calculated based on a 30-day month ("Marketing Fund Fee"). For purposes of example and illustration only, if the Franchised Location has 54 guest rooms the Marketing Fund Fee payable by Franchisee is: 54 guest rooms*$0.75*30 days = $1,215 per month.

(D) Franchisee's Obligation to Pay. Franchisee's obligation to pay Franchisor the Monthly Fees, Reservation Fees, Marketing Fund Fee, and other amounts under the terms of this Agreement will be absolute and unconditional and will remain in full force and effect until the term of this Agreement has expired or until this Agreement is terminated by Franchisee in strict accordance with the terms and conditions set forth in this Agreement and applicable law notwithstanding any provision of this Agreement to the contrary. Franchisor shall have the right to commence a legal action against Franchisee in a court of competent jurisdiction to collect any amounts due and payable by Franchisee to Franchisor hereunder, including, but not limited to Monthly Fees and Reservation Fees, without terminating this Agreement.

(E) Date Payable. Unless otherwise provided in the Rules and Regulations, the Monthly Fee, Reservation Fees, and Marketing Fund Fee payable by Franchisee must be paid to and received by Franchisor on or before the tenth (10th) day of each month for the preceding month.

(F) Electronic Payment. Franchisee must pay electronically all fees due to the Franchisor under this Franchise Agreement. To satisfy a particular fee due date, all funds must be transferred and credited to the Franchisor's account by the due date for that particular fee. At the Franchisor's option, the Franchisor will require Franchisee to establish a procedure for electronic, automatic transfer of payments ("ACH"), by which the Franchisor will withdraw payments from Franchisee's bank account on their due dates. At such time that the Franchisor institutes the ACH, Franchisee shall execute such documents as may be required to permit the Franchisor to withdraw from Franchisee's bank account the amounts due the Franchisor pursuant to this Agreement. In addition, Franchisee shall not make any change in its banking relationships, including any change in the account number of its general operating account, or any change in banks, unless Franchisee gives at least sixty (60) days' notice to the Franchisor, and executes all documents and pays the out-of-pocket expenses required to implement the ACH from Franchisee's new bank account.

ARTICLE 6: QUALITY CONTROL, UNIFORMITY AND STANDARDS REQUIRED OF THE FRANCHISEE

(A) Identification of Business. Franchisee will operate its Franchised Location so that it is clearly identified by and advertised under the Franchised Name. However, the use, style, and form of the Marks or other registered trademarks or variations of marks in any advertising, marketing, social media, Internet website, or Electronic Presence (as defined in Article 6(Y)), public relations, telemarketing or promotional campaignor program must have the prior written approval of Franchisor. Franchisee will use the Marks on all materials, articles, and supplies used in connection with the Franchised Location in the identical combination and manner prescribed by Franchisor in the Rules and Regulations or otherwise in writing. Franchisee will, at its expense, comply with all notices of registration required by Franchisor and will, at its expense, comply with any other trademark, trade name, service mark, copyright, patent, and other noticemarking requirements required by applicable law or by Franchisor.

(B) Franchisee's Name. Franchisee will not use the Marks, or any derivative thereof, in its corporate, partnership, limited liability company, or sole proprietorship name and Franchisee will not attempt to register or otherwise obtain an interest in any Internet domain name containing any of the Marks or any other word, name, or symbol which is similar to or likely to cause confusion with any of the Marks. Franchisee will hold itself out to the public as an independent contractor operating its Franchised Location pursuant to a franchise granted by Franchisor. Whenever practical, franchisee will clearly indicate on Franchisee's business checks, stationery, purchase orders, folios, business cards, invoices, receipts, promotional materials, and other written materials, as well as on any home page, Internet website, or other Electronic Presence, that Franchisee is a franchisee of Franchisor and an independent licensee of Franchisor. Franchisee will take all necessary steps, including those from time to time reasonably requested by Franchisor to minimize the chance of a claim being made against Franchisor for anything that occurs at the Franchised Location or for acts omissions or obligations of Franchisee or anyone associated or affiliated with Franchisee or the Franchised Location. Such steps, for example, include displaying a sign at the front desk of the Franchised Location and in each guest room which is clearly visible to the general public indicating that the Franchised Location is independently owned and operated as a franchised business. Franchisee will file for a "Certificate of Assumed Name", or similar state form, in the manner required by law so as to notify the public that Franchisee is operating its Franchised Location as an independent business pursuant to this Agreement.

(C) Loyalty Programs. At all times during the term of this Agreement, Franchisee shall, at its expense, participate in all programs now or at any time hereafter sponsored by Franchisor to promote and reward the frequent and regular guests of hotels operating under the Marks or any other trademarks or trade names owned by Franchisor (the "Loyalty Programs"). All such Loyalty Programs and the costs and terms of Franchisee's participation shall be set forth in the Rules and Regulations. Franchisee shall take all action necessary to fully participate in all such Loyalty Programs, including, but not limited to, paying fees to Franchisor and third-party vendors, entering into agreements with Franchisor and/or third-party vendors, providing information to Franchisor and/or third-party vendors and purchasing equipment, software and/or services. All such agreements shall be in such form as Franchisor may require from time to time. Franchisor reserves the right, at any time and from time to time, to modify the terms of its Loyalty Programs, discontinue one or more of its Loyalty Programs, and/or establish or implement one or more new Loyalty Programs for frequent and regular guests. Franchisee acknowledges that the cost of its participation in any such modified or new Loyalty Programs may be different or greater than that incurred by Franchisee under Franchisor's Loyalty Programs in effect as of the Effective Date of this Agreement.

(D) Guest Referral and Loyalty. Franchisee shall use every reasonable means necessary to encourage and promote the use of hotels operating under the Marks and Business System by the traveling public and never divert or attempt to divert any business or customer of the Franchised Location or any other hotel using the Marks and Business system to any competitor or do anything injurious or prejudicial to the goodwill associated with the Marks or the Business System. Franchisee agree to display on the premises of the Franchised Location all brochures, including brochures for all Loyalty Programs, system directories, display boards, lobby showcase maps, and promotional materials supplied by Franchisor for use at hotels using the Marks, the Business System, or any other trademarks or trade names owned by Franchisor.

(E) Site and Building Standards and Specifications. The Franchised Location must conform to (1) Franchisor's then-current approved standard plans and specifications consisting of conceptual drawings, including floor plans, elevations, and general details for the development of working drawings for a hotel operating under the Marks using the Business Systems ("Plans and Specifications"); (2) Franchisor's minimum design and standards and specifications as set forth in the Rules and Regulations; and (3) the Detailed Plans, as defined in Article 18(C) hereof. Franchisee will not add any guest rooms or make any architectural, structural, design, or decorating changes to the interior or exterior of the Franchised Location without Franchisor's prior written approval, which approval shall not be unreasonably withheld. The

furniture, fixtures, and equipment used in the Franchised Location must conform to the Rules and Regulations, the Plans and Specifications and to the standards of quality and uniformity established by Franchisor from time to time. Franchisor may charge Franchisee a fee of up to Five Thousand and no/100 Dollars ($5,000) for Franchisor's review of Franchisee's proposed interior design ("Interior Design Review Fee"). Any interior design plan Franchisee proposes must be approved by Franchisor in writing, which approval shall not be unreasonably withheld. Payment of the Interior Design Review Fee and reimbursement for out-of-pocket expenses are payable to Franchisor immediately upon receipt of invoice.

(F) Remodeling and Redecoration of Business. Franchisee will, from time to time, make the reasonable capital expenditures necessary to remodel, modernize, redecorate, and renovate its Franchised Location and will purchase and replace the furniture, fixtures, supplies, equipment, and amenities used in the Franchised Location so that the Franchised Location will be compliant with the Rules and Regulations, Plans and Specifications, and reflect the then-current image intended to be portrayed by Franchisor. Franchisee will be required to complete such remodeling, modernization, redecoration, and renovation of its Franchised Location and the purchase and replacement of its furniture, fixtures, supplies, equipment, and amenities within the time periods established by Franchisor in its sole discretion. All remodeling, modernization, redecoration, and renovation of the Franchised Location and all purchases and replacements of the furniture, fixtures, supplies, and equipment must conform to the Rules and Regulations and Plans and Specifications and must be approved by Franchisor in writing, which approval shall not be unreasonably withheld. If Franchisee wishes to deviate from Franchisor's Rules and Regulations and/or Plans and Specifications, Franchisor must approve Franchisee's design plans, which approval shall not be unreasonably withheld. Franchisor may charge Franchisee an Interior Design Review Fee for evaluating Franchisee's proposed design.

(G) Compliance with Standards. Franchisee agrees to maintain the standards of quality and uniformity required by Franchisor for all products and services and acknowledges and agrees that the terms and conditions of this Agreement, the Rules and Regulations and the Plans and Specifications are necessary to assure that all hotels using the Marks and Business System will be uniform in nature and will sell and dispense quality products and services to the public. Franchisee will use the Marks and the Business System, and will operate its Franchised Location in strict compliance with the Rules and Regulations, the Plans and Specifications, and any other standards, operating procedures, specifications, requirements, and instructions adopted, amended, and/or deleted by Franchisor from time to time. Franchisee understands and agrees that due to presently unforeseen changes in competitive circumstances, changes in the needs and desires of customers, technological innovations and/or changes in the image intended to be portrayed by hotels using the Marks and Business System, Franchisor may need to modify the Marks and/or Business System in order that it best serve the interests of Franchisor, Franchisee, and other franchisees using the Marks and Business System. Without limiting the generality of the foregoing, Franchisor may, in its sole discretion, adopt, amend, and/or delete standards, operating procedures, specifications, requirements, and instructions relating to information technology, including computer hardware and software relating to the management and operation of, and the CRS, the CCR and the PMS (as each is defined in Article 6(V)), for hotels using the Marks and Business System, the requirements for which shall be prescribed by the Franchisor in the Rules and Regulations or otherwise in writing. Franchisee will conform to all guest service procedures and standards prescribed by Franchisor in the Rules and Regulations or otherwise in writing.

(1) Operational Standards Violation. Franchisor has established certain operational standards, as set forth in the Manual. Franchisee acknowledges that any deviation from an operational standard constitutes a violation of this Agreement and will require Franchisor to incur incalculable administrative and management costs to address such violation. Accordingly, Franchisee agrees that, to compensate Franchisor for its incalculable administrative and management costs due to Franchisee's operational standard violation, Franchisee shall pay Franchisor an Operational Standards Violation Fee, as set forth in the Manual, for each violation of an operational standard. **Franchisee hereby authorizes Franchisor to take payment of the Operational Standards Violation Fee, at Franchisor's option, through electronic funds transfer or ACH payment.** Franchisor need not give Franchisee a cure opportunity before

charging the Operational Standards Violation Fee, and Franchisor's imposition of an Operational Standards Violation Fee does not preclude Franchisor from seeking injunctive relief to restrain any subsequent or continuing violation, formally defaulting and terminating this Agreement or exercising any of Franchisor's rights under this Agreement.

(H) Compliance with the Rules and Regulations. Franchisor will provide Franchisee with access to or use of one copy of each of the documents comprising the Rules and Regulations, Plans and Specifications, and all other standards and specifications required by Franchisor, as may be modified, deleted, or otherwise altered at any time by Franchisor in its sole and absolute discretion. Franchisee will conform to the common image and identity created by the products and services associated with the Marks and Business System which are portrayed and described by the Rules and Regulations and Plans and Specifications and Franchisee will conform to all changes and modifications to the Rules and Regulations and/or Plans and Specifications made by Franchisor and provided or made available to Franchisee that are deemed by Franchisor necessary to: (1) improve the standards of service or the products offered for sale under the Marks and Business System; (2) protect the goodwill associated with the Marks and Business System; (3) improve the operation or efficiency of the Franchised Location; and/or (4) market the products and services associated with the Marks and Business System. Franchisee shall fully and timely comply with all of the provisions of the Rules and Regulations as the same may be revised from time to time by Franchisor in its sole discretion, including, but not limited to, paying any and all fees and other charges provided for in the Rules and Regulations.

(I) Compliance with Applicable Law. Franchisee will, at its expense, comply with all applicable federal, state, city, local, and municipal laws, ordinances, rules, and regulations pertaining to the purchase, construction, renovation, remodeling, and/or operation of the Franchised Location, including, but not limited to, the Americans with Disabilities Act of 1990 (42 U.S.C.A. § 12101 et. seq.) (the "ADA") and any and all applicable federal and state laws, codes and regulations relating to employees, and/or the environment. Franchisee will, at its expense, be absolutely and exclusively responsible for determining the licenses and permits required by law for the construction, renovation, and/or operation of the Franchised Location, for qualifying for and obtaining all such licenses and permits, and for maintaining all such licenses and permits in full force and effect. In the event Franchisee receives any complaint, claim, or other notice alleging a failure to comply with applicable law, including the ADA, Franchisee shall provide Franchisor with a copy of such notice within five (5) days after receipt thereof.

(J) Limitations on Products and Services/Promotions. Franchisee will sell only those products and services at its Franchised Location that have been approved by Franchisor in writing and will offer for sale at its Franchised Location all products and services prescribed from time to time by Franchisor. Without limiting the generality of the foregoing, Franchisee, each day, must provide its guests with a free continental breakfast consisting of such food and beverage items as Franchisor may prescribe from time to time in the Rules and Regulations. To the fullest extent permitted by applicable law, we reserve the right to establish maximum, minimum or other pricing requirements with respect to the prices you may charge for products or services. You must participate in and honor the terms of any discount or promotional program (including any room discounts or discount rate codes) that are applicable to your Cobblestone Lodging Facility, or any other lodging facilities we own, operate, manage or franchise, that we offer to the public on your behalf and any room rate quoted to any guest at the time the guest makes an advance reservation. You agree that you will take all action necessary to participate in any discount or promotional programs.

(K) Suppliers. Except for the CRS, PMS and CCR (as each term is defined in Article 6(V)), Franchisee will have the right and option to purchase all goods and services from any suppliers Franchisee chooses, provided that the goods and services purchased conform to Franchisor's Rules and Regulations and Plans and Specifications. Upon request by a supplier or Franchisee, Franchisor will provide information regarding its standards. Franchisor shall have the right to receive and retain marketing allowances, royalties, commissions and/or other payments or consideration from suppliers in connection with the sale of goods and services to Franchisor and/or Franchisor's franchisees, including Franchisee.

(L) Maintenance. Franchisee will, at its expense, maintain, repair, paint, and keep in a clean and sanitary condition the interior, the exterior, and the grounds of the Franchised Location, and will replace

all floor coverings, wall coverings, light fixtures, curtains, sheets, bedspreads, pillows, linens, room furnishings, wall hangings, fixtures, and other decor items as such items become worn-out, soiled, or in disrepair. All mechanical equipment must meet the quality standards set forth in the Rules and Regulations and Plans and Specifications. Any replacement equipment, decor items, and supplies must comply with Franchisor's then-current Rules and Regulations and Plans and Specifications.

(M) Payment of Taxes. Franchisee will be absolutely and exclusively responsible and liable for the prompt payment of all federal, state, city, and local taxes, including, but not limited to, individual and corporate income taxes, sales and use taxes, franchise taxes, gross receipt taxes, employee withholding taxes, FICA taxes, unemployment taxes, inventory taxes, personal property taxes, real estate taxes, and all other taxes payable in connection with the Franchised Location (hereinafter referred to as "Taxes"). Franchisor will have no liability for any Taxes that arise or result from the operation of the Franchised Location and Franchisee will indemnify Franchisor for any such Taxes that may be assessed or levied against Franchisor.

(N) Reimbursement of Franchisor for Taxes. If any sales, use, franchise, gross receipts, privilege, doing business, business, and occupation, Taxes or other charge that can be reasonably considered a tax are imposed upon Franchisor by any taxing authority based upon the Gross Revenues, receipts, sales, business activities, or operations generated by the Franchised Location or upon the Initial Fee, Monthly Fees, Reservation Fees, Interior Design Review Fees, Signage Review Fees and/or other amounts payable to Franchisor hereunder, then Franchisee will reimburse Franchisor for the amount of such taxes. However, in no event will Franchisee be required to reimburse Franchisor for any income tax imposed upon Franchisor. Franchisee will be notified in writing when Franchisor is entitled to reimbursement for the payment of such taxes and, in that event. Franchisee will pay Franchisor the amount specified within ten(10) days of receipt by Franchisee of written notice from Franchisor.

(O) Business Hours; Personnel. The Franchised Location will be open for business twenty-four (24) hours a day, 365 days a year, unless Franchisor, in its sole discretion, authorizes Franchisee to be open fewer hours due to economic or other business considerations. The Franchisee shall appoint a single individual who meets the then-current requirements for experience and management qualifications, as provided in the Rules and Regulations, to personally oversee the on-premises management of the Franchised Location and supervise Franchised Location employees (the "General Manager"). Franchisee will have a sufficient number of adequately trained and competent personnel on duty at all times to guarantee efficient service to Franchisee's customers. All persons employed by Franchisee must practice good personal hygiene and must wear clean and neat standard attire or uniforms as required by the Rules and Regulations.

(P) Franchisor's Inspection Rights. Franchisor and its agents will have the absolute right to examine, inspect, and take photographs and videos of the interior and exterior of the Franchised Location at all reasonable times, to examine representative samples, goods, and paper products sold or used at the Franchised Location and to evaluate whether Franchisee is complying with the Rules and Regulations and Plans and Specifications. Franchisee is responsible for lodging expenses incurred by Franchisor's inspectors. Such examinations and inspections may include periodic quality assurance evaluations of the Franchised Location by Franchisor and its employees, agents, and representatives. Franchisor will have the right to use all photographs and videos of the Franchised Location for such purposes as Franchisor deems appropriate, including, but not limited to, use in advertising, marketing, and promotional materials. Franchisee will not be entitled to, and hereby expressly waives any right that it may have, to be compensated by Franchisor, its advertising agencies, and other franchisees of Franchisor for the use of such photographs or videos for advertising, marketing, and promotion of Franchisor or the Business System.

If Franchisee is entering into this Agreement in connection with the conversion of an existing hotel or motel into a lodging facility using the Mark and Business System Franchisor will inspect such existing hotel or motel to determine the remodeling, modernization, redecoration, and renovations that Franchisee will be required to make to its existing hotel or motel and to identify the furniture, fixtures, supplies, equipment, and amenities that must be purchased and replaced for the existing hotel or motel to comply with the Rules and Regulations and the Plans and Specifications. Franchisor will generate a property

improvement plan setting forth such required remodeling, modernization, redecoration, and renovations required to be made and the furniture, fixtures, supplies, equipment, and amenities required to be purchased and replaced as well as the timetable for completing the same. Franchisor may charge Franchisee an Interior Design Review Fee for such inspection and property improvement plan.

If the Franchised Location fails to comply with the Rules and Regulations and/or the Plans and Specifications, Franchisor may require Franchisee to take all steps necessary to correct any deficiencies within the times that Franchisor may establish. Franchisee must pay Franchisor One Thousand Seven Hundred Fifty and no/100 Dollars ($1,750) ("Re-Evaluation Fee") each time Franchisor or its agent conducts a special on-site quality assurance re-evaluation if: (1) Franchisor or its employees, agents, or representatives were previously denied access to the Franchised Location; (2) the Franchised Location has failed a regular quality assurance evaluation; and/or (3) Franchisor must inspect to verify that deficiencies noted in a quality assurance evaluation report have been corrected or completed by the required dates. Franchisee must also reimburse Franchisor for the out-of-pocket travel expenses incurred by Franchisor and its agents in connection with such quality assurance re-evaluations. Payment of the Re-Evaluation Fee and reimbursement for out-of-pocket expenses are payable to Franchisor immediately upon receipt of invoice.

(Q) Credit Cards. Franchisee will honor all credit, charge, and debit cards required or approved by Franchisor. Prior to honoring any unapproved credit, charge, or debit cards. Franchisee must obtain the written approval of Franchisor, which approval shall not be unreasonably withheld. Franchisee shall, at its expense, comply with all information security standards published by the Payment Card Industry Security Standards Council as well as any and all applicable laws intended to protect personal information and to ensure security when transactions are processed using a payment card.

(R) Default Notices. Franchisee will immediately deliver to Franchisor a copy of any notice of default received from any mortgagee, trustee under any deed of trust, contract for deed vendor, lessor, or any other party with respect to the real estate for the Franchised Location, and copies of all written notifications of any lawsuits, consumer claims, employee claims, federal or state administrative or agency proceedings or investigations, or other claims, actions or proceedings relating to the Franchised Location and, upon request from Franchisor, Franchisee will provide such additional information as may be required by Franchisor regarding the alleged default, lawsuit, claim, action, or proceeding or any subsequent action or proceeding in connection with the alleged default, lawsuit, claim, action, or proceeding.

(S) Sale of Securities to the Public. If Franchisee is an entity and intends to sell any of its securities to the public, then Franchisee will provide Franchisor with a copy of the proposed offering circular or prospectus for its review at least ten (10) days prior to the time that the offering circular or prospectus is first filed with any state securities commission or the United States Securities and Exchange Commission or is distributed to members of the investing public. Franchisor will have the absolute right to attend all "due diligence" meetings held in preparation for the offer to sell Franchisee's securities to the public, and Franchisee will give Franchisor at least two (2) business days' prior written notice of such meetings. Franchisee will not offer its securities using the Marks, any other trademarks or trade names owned by Franchisor, or any names deceptively similar thereto. Franchisee will not have the right to sell any of its securities to the public or to any other person or entity until Franchisee has complied in all respects with all applicable provisions of this Agreement, including the applicable provisions of Article 17.

(T) Meeting Attendance. Franchisee's General Manager shall, at Franchisee's sole cost and expense, attend such meetings sponsored by Franchisor as Franchisor may from time to time reasonably require. Such meetings shall include Franchisor's convention and such training and motivational programs conducted by Franchisor that are designed to generate employee awareness, sensitivity, and responsiveness to the customers who patronize the Franchised Location. Franchisee shall pay Franchisor the registration fees for such meetings and conventions reasonably imposed by Franchisor regardless of whether Franchisee's General Manager attends the meetings or conventions.

(U) Property Ownership and Management. Franchisee shall at all times during the term of this Agreement own (as opposed to lease) the Franchised Location, including the real property and the improvements thereto. Franchisee will obtain the prior written approval of Franchisor and will submit

copies of proposed management agreements to Franchisor, prior to the appointment of a management company to operate the Franchised Location. At any time during the term of this Agreement, Franchisor has the right to require Franchisee to hire a management company approved by Franchisor to manage and operate the Franchised Location. Franchisor may require a representative of the management company to attend Franchisor's management training program, at Franchisee's expense. Franchisor may require Franchisee to replace its management company or General Manager with a qualified replacement approved by Franchisor upon ninety (90) days' prior notice. If Franchisee chooses not to hire a management company, the General Manager chosen by Franchisee must have at least five (5) years of hotel general management experience.

(V) Technology Systems.

(1) Franchisee shall use exclusively for the Franchised Location the central reservations system and services that are designated by Franchisor for the Business System, including but not limited to global distribution services ("GDS"), Internet services, and staycobblestone.com reservation services (collectively the "CRS"). Franchisee must participate in third party reservation systems that Franchisor makes available, including AMADEUS, GALILEO/APOLLO, SABRE, WORLDSPAN, various Internet reservation services (any of which may change), and all third party reservation services, which include direct connections into the CRS. The CRS may also include certain merchant programs, such as Expedia, that purchase room nights wholesale from you and re-sell to guests, and certain opaque programs, such as Priceline, that sell room nights at a discounted rate to guests. We will also provide you with access to a property management system for rate management, integrated distribution/channel management and internet booking engine, standard interfaces, point of sale or CRS interfaces. Franchisee shall pay all Fees imposed by third-party vendors and Franchisor in connection with the provision of the CRS and related services. Franchisee shall enter into agreements, if any, with Franchisor and/or designated third-party vendors as may be required in connection therewith. The terms and conditions of any such agreements shall be as Franchisor determines or negotiates in its reasonable business judgment. Franchisee must provide all un-sold or unreserved rooms for sale through the CRS and may only close out inventory according to the procedures established from time to time by Franchisor. Franchisor does not warrant or guarantee that Franchisee will receive any specific volume, percentage, or number of reservations from any reservation system sponsored or maintained by Franchisor. So long as Franchisor or its designee maintains a toll-free telephone number, a reservation website, or any other broadly accessible reservation mechanism for the public's use in making reservations at hotels using the Marks and Business System (including the Franchised Location), Franchisee shall not use or promote any alternative toll-free telephone number, website, or reservation mechanism for the Franchised Location.

(2) Franchisee must purchase, lease, or otherwise acquire, at Franchisee's expense, a computerized hospitality property management system/computer (the "PMS") which has been designated by Franchisor and must install all upgrades and patches according to the timetables and specifications established by Franchisor from time to time. Franchisee must enter into such agreements with the Franchisor and/or with vendors designated by Franchisor in connection with the purchase, installation, maintenance, training and support of the PMS and the related software as Franchisor may require from time to time, as set forth in more detail in the Rules and Regulations. All such agreements shall be in such form as Franchisor may require from time to time. Franchisee may not load any software on the server and workstations for the PMS that has not been specifically approved in writing by Franchisor. Franchisee will at all times permit Franchisor to access and use the records and information on Franchisee's PMS, either by direct access, by telephonic modem access, by providing disk copies, or by such other means as may be prescribed from time to time by Franchisor.

(3) Franchisee must purchase, lease, or otherwise acquire, at Franchisee's expense, a telephonic computerized Call Center Reservation Service phone system/computer (the "CCR") which has been designated by Franchisor and must install all upgrades and patches according to the

timetables and specifications established by Franchisor from time to time. Franchisee must enterinto such agreements with the Franchisor and/or with vendors designated by Franchisor in connection with the purchase, installation, maintenance, training and support of the CCR and the related software as Franchisor may require from time to time, as set forth in more detail in the Rulesand Regulations. All such agreements shall be in such form as Franchisor may require from time to time.

(4) Franchisee will, at its sole expense, obtain and maintain at all times during the term of this Agreement, such computer or information processing hardware, software, and other equipment as may from time to time be required by Franchisor for use in the Franchised Location. If Franchisor identifies specific computer hardware, software, and other equipment that must be purchased by Franchisee, Franchisee must purchase such specifically identified hardware, software, and other equipment without substitution. However, where Franchisor requires that Franchisee purchase, lease, or otherwise acquire certain computer hardware, software, and other equipment, but does not specifically identify the hardware, software, or other equipment to be purchased, all such hardware, software, and other equipment must be compliant with the Rules and Regulations. The firewall and related components must be connected and operating at all times to protect the integrity of the system and may not be modified, allowed to be altered, reconfigured or reset.

(5) Franchisee expressly understands and agrees that Franchisor shall not be liable for any loss or damage whatsoever (direct, indirect, punitive, actual, consequential, incidental, special, or otherwise) resulting from any omission in the content or performance of, or any inability to access or use the CRS, PMS, and/or CCR and/or other services, regardless of the basis upon which liability is claimed, even if Franchisor has been advised of the possibility of such loss or damage. Franchisor makes no representation or warranty, express or implied, that the CRS, PMS and/or CCR and/or other services will meet Franchisee's requirements or that they will be uninterrupted, timely, secure, or error free; nor does Franchisor make any warranty as to the results that may be obtained from the use of the centralized reservation and property management systems and services or as to the accuracy, completeness, timeliness, or reliability of any information obtained through or posted on such systems or services. Franchisor shall not be responsible for any problems or technical malfunctions of the CRS, PMS and/or CCR and/or other services, including any problems or technical malfunctions of any telephone network or lines, computer on-line systems, servers, Internet access providers, computer equipment, software, or any combination thereof, including any injury or damage to the computer of Franchisee or any other person as a result of using the CRS, PMS, and/or CCR and/or other services. Franchisee acknowledges that the CRS, PMS, CCR and other services are being provided to Franchisee “as-is”.

(6) In the event of any failure of the CRS, PMS or CCR or any part thereof, or any failure of the hardware installed by Franchisor or vendors to perform as a result of Franchisor’s or vendors’ installation of such hardware, the only liability of Franchisor or any vendors, and Franchisee’s sole and exclusive remedy, shall be use by Franchisor of commercially reasonable efforts to correct the failure or cause vendors to correct the failure.

(7) All guest and franchisee information that is obtained as part of the CRS, PMS, CCR, Interface, Customer Satisfaction Systems (as defined in Article 6(Z)), Cobblestone Rewards Program, or other programs or services must remain confidential. Neither Franchisor nor Franchisee may transfer, sell, copy, disclose, or allow any person(s), firm, or entity to view or access this information for any reason, except as may be required by a court of law. Guest information may be used by Franchisor or Franchisee for the purpose of marketing as allowed under applicable laws; provided, however, in no event may Franchisee use any guest information for any purpose unrelated to the operation of its Franchised Location.

(8) Guest data and credit card information must be protected and safeguarded to ensure privacy, protection from theft, piracy, or unauthorized use. Franchisee will inform all of its employees of their obligations concerning this requirement. Franchisor must be notified

immediately upon discovery of any prohibited use or disclosure of confidential or proprietary information or any breach of these obligations and will cooperate fully to prevent further prohibited use.

(9) Guest information and data may be used for legitimate business purposes by Franchisor to provide analysis of guest history, buying patterns, and for marketing and sales purposes. Guest data and information remains the property and responsibility of Franchisee, but must be made available to Franchisor.

(10) Franchisor may, in its sole discretion, modify, replace, or discontinue the CRS, PMS, CCR or any component thereof at any time during the term of this Agreement, upon ninety (90) days' prior written notice to Franchisee. Franchisee must promptly adhere to any such modifications, including the payment of new or modified fees, provided that the amount of such fees are determined in a manner that is applied uniformly among franchisees of Franchisor required to participate in the CRS, PMS and/or CCR. Franchisee acknowledges that the cost of its participation in any such new or modified CRS, PMS and/or CCR may be different or greater than that incurred by Franchisee under the current systems.

(11) Upon the occurrence of a default of this Agreement by Franchisee, Franchisor, without limiting in-any way of Franchisor's other rights under Article 8 or remedies, may suspend Franchisee's participation in the CRS, PMS, CCR and/or other services sponsored or maintained by Franchisor, regardless of whether Franchisor has issued a Notice of Breach under Article 8(B). Such suspension shall be for the duration of Franchisee's default and Franchisor shall have the right to charge Franchisee a reinstatement fee of Two Thousand and no/100 dollars ($2,000) upon reinstatement of services ("Reinstatement Fee").

(W) Travel Agent Commission Payment Program. Franchisee shall participate in all programs established by Franchisor from time to time for paying commissions to travel agents. In connection with such programs, Franchisee shall enter into such agreements with Franchisor and/or third-party vendors designated by Franchisor, which agreement shall be in such form(s) as Franchisor may determine. Franchisor has the right to modify its current or any future travel agent commission payment program at any time during the term of this Agreement upon ninety (90) days' prior written notice to Franchisee. Franchisee may not participate in any third-party travel agent commission payment program that has not been approved by Franchisor.

(X) Security. Notwithstanding any provision of this Agreement or the Rules and Regulations or any other material provided to Franchisee by Franchisor, (1) Franchisee shall be solely responsible for all safety and security measures taken at the Franchised Location and for ensuring the safety and security of Franchisee's guests, customers, agents, employees, and invitees; (2) Franchisor shall have no control over any such safety or security measures taken or not taken by Franchisee; (3) any inspections of the Franchised Location by Franchisor are not being undertaken for the purpose of insuring the safety or security of Franchisee's guests, customers, agents, employees, and invitees. Franchisee shall be solely responsible for (1) determining the level of exterior lighting; (2) determining the type of locks to install inguest rooms; (3) determining the type, location and monitoring of any surveillance equipment; and (4) otherwise ensuring the safety and security of the Franchised Location.

(Y) Internet and Phone Lines. Franchisee shall not be permitted to use any of the Marks or other word, name, symbol, or logo which is confusingly similar to any of the Marks in any website, home page, social media page, or other presence on the Internet (collectively, an "Electronic Presence") without Franchisor's prior, express written consent, which may be granted or denied in Franchisor's sole discretion. Franchisor's official website is protected by copyrights and Franchisee is not authorized to utilize its contents, in whole or in part, in the development of other websites or an Electronic Presence. If Franchisor approves Franchisee's Electronic Presence, such Electronic Presence will be subject to ongoing review by Franchisor for content, proper trademark usage, accuracy, quality, current content, and consistency. Franchisor reserves the right to require changes to or removal of an Electronic Presence or postings that do not meet the above review criteria. In addition, Franchisor may require that Franchisee include in any such

Electronic Presence a hypertext or other direct link to any Electronic Presence maintained by Franchisor. Franchisee agrees that it shall not attempt to register or otherwise obtain any interest in any Internet domain name containing anyof the Marks or any other word, name, symbol, or devise which is likely to cause confusion with any of theMarks. Franchisee must purchase, lease, or otherwise acquire, at Franchisee's expense, the hardware, software, maintenance, training and support for wireless hospitality grade High Speed Internet Access ("HSIA"), including all specifications for static IP addresses and such number of telephone and facsimile transmission lines dedicated exclusively for use with the CRS, PMS and/or CCR as Franchisor may prescribe from time to time. Franchisee shall make complimentary HSIA available in all of the guest rooms,meeting rooms, and hospitality rooms, and shall also provide a station with a personal computer in the lobbyor business center for complimentary guest use, all as set forth in greater detail in the Rules and Regulations. The HSIA which is made available by Franchisee must satisfy Franchisor's requirements, standards, and specifications as set forth in the Rules and Regulations and system operating requirements, which may be changed by Franchisor from time to time in its sole discretion. Franchisee must register and actively use Franchisor's Cobblestone Portal ("Portal") and acknowledges that this electronic media is the primary method for chain wide communications. Time sensitive information and important correspondencemay be provided through the Portal and, therefore, must be actively accessed on at least a daily basis by Franchisee or Franchisee's manager(s) or staff. If Franchisor, in its sole discretion, believes that there are a significant number of telephone calls or data transfers to the Franchised Location which are not being answered or delivered in a timely fashion. Franchisee shall, upon being notified in writing by Franchisor, add additional telephone lines, call waiting, voicemail, and/or other features to resolve the problem.

(Z) Customer Satisfaction Systems. Franchisee shall comply with the Rules and Regulations concerning comment cards, emails, telephone calls, letters, and other communications received from guests. Franchisee shall participate in all customer satisfaction systems sponsored or maintained by Franchisor (the "Customer Satisfaction Systems"). Franchisee shall take all actions necessary to fully participate in the Customer Satisfaction Systems and will follow all procedures related to the Customer Satisfaction Systems, as the same may be changed from time to time by Franchisor. Franchisor reserves the right, at any time and from time to time to modify the terms and conditions of the Customer Satisfaction Systems, discontinue on or more of such systems, and/or establish or implement one or more new Customer Satisfaction Systems, which may include, without limitation, a fee assessed for guest complaints.

(AA) Technology Services. Franchisor has the right to provide to Franchisee (either directly or through a designated third-party provider) and to require Franchisee to purchase from Franchisor certain maintenance, training and support services for the PMS, CRS and/or CCR, certain firewall and anti-virus services and protection, certain connection services, including the generation of email confirmation and thank you notes to guests, and other services. Franchisee shall purchase such services from Franchisor and pay Franchisor the fees and charges established by Franchisor for these services from time to time, all as to be set forth in the Rules and Regulations. Unless otherwise provided in the Rules and Regulations, such fees and charges shall be payable by Franchisee upon receipt of Franchisor's invoices for the same. Franchisor has the right, at any time, to modify the terms and conditions under which it provides such services or discontinue the provision of services, and Franchisee must promptly adhere to any such modifications.

(BB) Marketing Fund. Franchisor will administer the fund that Franchisee's Marketing Fund Fees are applied to (the "Marketing Fund"). Franchisor may use Marketing Fund contributions in its sole discretion for any purpose relating to sales, marketing or advertising initiatives or programs that Franchisor may adopt from time to time, including sales, marketing or advertising initiatives or programs that we may adopt periodically, including developing, producing, distributing, and placing advertising, engaging in telemarketing/Internet activities, establishing, maintaining, updating and upgrading one or more Web sites,

obtaining sponsorships and endorsements, and conducting public relations activities. Franchisor may, at its option, elect to administer the Marketing for the combined benefit of one or more types of Cobblestone branded hotels, including "Boarders Inn & Suites by Cobblestone®," "Cobblestone Hotel & Suites®," "Cobblestone Suites™", "Cobblestone Inn & Suites®," "Key West™", "Riverstone Suites by Cobblestone Hotels ™" and "Centerstone™." The Marketing Fund will not be used to defray any of Franchisor's general operating expenses, except for reasonable salaries, administrative costs and overhead Franchisor may incur in activities related to the administration of the Marketing Fund and its programs, including preparing advertising and marketing materials and collecting and accounting for contributions to the Marketing Fund.

Franchisor will have sole control over the creative concepts, content, form, and media placement of all advertising and promotional materials developed with Marketing Fund Fees, and the allocation of Marketing Fund monies to production, placement, or other costs and may, among other things, in Franchisor's sole discretion create and allocate funds for conducting advertising and marketing programs on a national, regional or local basis. Franchisor may use the Marketing Fund contributions for creating or placing advertisements that are principally for the solicitation for new franchisees. Additionally, Franchisor may include in all advertising prepared from Marketing Fund contributions (including Internet advertising) information concerning franchise opportunities, and a portion of Marketing Fund contributions may be used to create and maintain one or more Web sites or interior pages on Web sites devoted to advertising franchise opportunities and identifying and screening inquiries and applications submitted by franchise candidates.

Although one of the goals of the Marketing Fund is to maximize general recognition and patronage of the Marks for the benefit of all Cobblestone branded hotels Franchisor cannot assure Franchisee that its Franchised Location will benefit directly or pro rata from the placement of advertising.

Marketing Fund Fees payable pursuant to this Agreement will be contributed to the Marketing Fund. The Marketing Fund will be accounted for separately from Franchisor's other funds, but its funds may be deposited in any of Franchisor's general accounts and commingled with Franchisor's other funds. Franchisor shall not be obligated to credit the Marketing Fund with interest. Franchisor may spend in any fiscal year an amount greater or less than the aggregate contributions of all Cobblestone branded hotels to the Marketing Fund in that year. The Marketing Fund may borrow from Franchisor or other lenders to cover deficits in the Marketing Fund. The Marketing Fund may invest any surplus for future use by the Marketing Fund or use Marketing Fund monies to repay loans made to the Marketing Fund by Franchisor or other lenders. Franchisor will prepare annually a statement of monies collected and costs incurred by the Marketing Fund and furnish Franchisee with a copy upon Franchisee's written request. Except as otherwise expressly provided in this Article 6(BB), Franchisor assumes no direct or indirect liability or obligation with respect to the maintenance, direction or administration of the Marketing Fund. Franchisordoes not act as trustee or in any other fiduciary capacity with respect to the Marketing Fund.

ARTICLE 7: CONFIDENTIAL INFORMATION

(A) Confidential Information. For purposes of this Agreement, "Confidential Information" shall include Franchisor's proprietary and confidential information relating to the development and operation of a hotel using the Mark and Business system, including, but not limited to: (1) site selection criteria for such hotels; (2) sales, marketing and advertising programs for, and information pertaining to hotels using the Marks and Business System; (3) the CRS, PMS, CCR and Customer Satisfaction Survey; (4) all information, knowledge, and know-how, including, without limitation, drawings, materials, equipment, methods, procedures, specifications, techniques, computer programs, systems, and other data which Franchisor copyrights or designates as confidential and proprietary, including, but not limited to, information on suppliers, goods and services, Rules and Regulations, and Plans and Specifications; (5) knowledge of operating results and financial performance of hotels using the Marks and Business System, other than hotels Franchisee owns; (6) training programs and all other information relating to the management and operation of hotels using the Marks and Business System; (7) computer systems and software programs; (8) all information pertaining to guests of hotels using the Marks and Business System,

including the Franchised Location, regardless of whether collected by Franchisor, Franchisee or third parties, through the CRS, PMS, or CCR, on the Internet, at the Franchised Location or otherwise; and (9) knowledge, or know-how concerning the Business System or the methods of operation of a hotel using the Marks and Business System.

(B) Protecting Confidential Information. Franchisor will disclose parts of the Confidential Information to Franchisee solely for its use in the operation of the Franchised Location. The Confidential Information is proprietary and includes Franchisor's trade secrets. During the term of this Agreement and thereafter: (a) Franchisee, or any of its owners, shareholders, members, officers, directors, employees, agents or representatives, may not use the Confidential Information in any other business or capacity (Franchisee acknowledges such use is an unfair method of competition); (b) Franchisee shall exert its best efforts to maintain the confidentiality of the Confidential Information; (c) Franchisee, or any of its owners, shareholders, members, officers, directors, employees, agents or representatives may not make unauthorized copies of any portion of the Confidential Information disclosed in written, electronic or other form; and (d) Franchisee shall implement all reasonable procedures Franchisor prescribes from time to time pertaining to the proper use of, and to prevent unauthorized use or disclosure of, the Confidential Information, including the use of nondisclosure agreements with Franchisee's officers, directors, managers and assistant managers and the delivery of such agreements to Franchisor.

(C) Injunctive Relief. Franchisee and Principal(s) acknowledge that a violation of the covenants of confidentiality and non-competition contained in this Agreement would result in immediate and irreparable injury to Franchisor for which monetary damages cannot fully remedy. Accordingly, Franchisee and Principal(s) hereby consent to the entry of a temporary and permanent injunction prohibiting any conduct by Franchisee or Principal(s) in violation of the terms of the covenants set forth in this Article 7 and hereby agree to waive any and all defenses to the entry of such injunction(s). Notwithstanding, Franchisee and Principal(s) acknowledge and agree that the foregoing injunctive relief is in addition to, and does not restrict Franchisor from pursuing, any and all claims for monetary damages resulting from a breach by Franchisee or Principal(s) of the covenants contained herein.

(D) Liquidated Damages – Violation of Confidentiality or Non-Competition Covenants. In the event Franchisee and/or Principal(s) violate the covenants of confidentiality and/or non-competition set forth herein, Franchisee and/or Principal(s) shall pay Franchisor a lump sum payment (as liquidated damages and not as a penalty) an amount equal to One Hundred Thousand Dollars ($100,000.00), plus Franchisor's attorney's fees, for each such violation. Franchisee and Principal(s) acknowledge that a precise calculation of the full extent of the damages that Franchisor will incur in the event of Franchisee's and/or Principal(s)' violation of the covenants of confidentiality and/or non-competition is difficult to determine and that this lump sum payment is reasonable in light thereof. The liquidated damages payable by Franchisee pursuant to this Section 7.D shall be in addition to all other amounts payable under this Agreement and shall not affect Franchisor's right to obtain appropriate injunctive relief and remedies pursuant to any other provision hereof.

ARTICLE 8: FRANCHISOR'S TERMINATION RIGHTS

(A) Conditions of Breach. In addition to the other rights of termination contained herein. Franchisor will have the right and privilege to terminate this Agreement if:

(1) Franchisee fails to open and commence operations of its Franchised Location in a timely manner or when it is ready for Franchisee's occupancy;

(2) Franchisee violates any material term or condition of (a) this Agreement, including, but not limited to, failure to timely pay any Monthly Fees, Reservation Fees, Marketing Fund or other monetary obligations or fees to Franchisor; (b) any of the Manuals including but not limited to the Rules and Regulations; or (c) any other agreement between Franchisor on the one hand and Franchisee or any of its affiliates on the other hand;

(3) Franchisee or any of its managers, partners, members, directors, governors, officers, or

majority stockholders are convicted of, or plead guilty to or nocontest to a charge of violating any law relating to the Franchised Location, or any felony;

(4) Franchisee fails to conform to the Business System, Rules and Regulations, or the standards of quality and uniformity for the products and services promulgated by Franchisor in connection with the Business System;

(5) Franchisee fails to timelypay any of its uncontested obligations or liabilities due and owing to any of its creditors, including Franchisor, or any federal, state, or municipal governmental authority (including, if applicable, any taxes);

(6) Franchisee receives two (2) customer complaints deemed truthful by the Franchisor over quarter consistently

(7) Franchisee makes an assignment for the benefit of creditors or enters into anysimilar arrangement for the disposition of its assets for the benefit of creditors;

(8) any check issued by Franchisee is dishonored because of insufficient funds (except where the check is dishonored because of anerror in bookkeeping or accounting) or closed accounts;

(9) Franchisee voluntarily or otherwise commits any act of omission or commission, indicating a willingness, desire, or intent of Franchisee to discontinue operating its Franchised Location in accordance with the quality standards, uniformity requirements, and Business System as set forth in this Agreement and the Manuals (hereinafter referred to as "Abandons"):

(10) Franchisee is involved in any act or conduct which materially impairs the goodwill associated with any of the Marks or the Business System;

(11) construction of the Franchised Location has not commencedat the Franchised Location within nine (9) months of the Effective Date; or

(12) remodeling, modernizing,redecorating, and renovating of the Franchised Location has not commenced within six (6) months of the date that Franchisee receives Franchisor's notice specifying the required remodeling, modernization, redecorating, and renovation;

(13) Franchisee fails for whatever reason to complete construction and openits Franchised Location for business as a Cobblestone branded hotel within eighteen (18) months of the commencement of construction for new construction projects or within six (6) months of the Effective Dateof this Franchise Agreement for conversion projects;

(14) Franchisee defaults on any mortgage, contract for deed, deed of trust, lease, or other similar instrument relating to the Franchised Location, or otherwise loses possession of all or a significant portion of the Franchised Location;

(15) Franchisee or its employees maliciously misuse or abuses any system that intern damages or otherwise harms the Franchisor or the Franchisee's guests.

(16) Franchisee fails to completeany of the remodeling, modernization, redecoration, or renovations set forth on a property improvement plan provided by Franchisor to Franchisee by the date or dates set forth in such property improvement plan;

(17) Franchisee or any of its shareholders, partners, members, or other owners attempt to sell, assign, or otherwise transfer this Agreement, Franchisee's Business Assets (as hereinafter defined) and/or shares of capital stock, partnership interests, membership interests, or other ownership interests in Franchisee in violation of the requirements of Article 17; and/or

(18) Franchisee intentionally understates or underreportsits Gross Revenue to Franchisor. For purposes of this Article 8(A) Franchisee will not be deemed to have commenced construction until: (ii) with respect to a newly constructed hotel Franchisee has, at a minimum,completed the building foundation and be framing; or (ii) with respect to the remodeling or renovation of an existing hotel. Franchisee has, at a minimum, removed all furniture, fixtures, and equipment that Franchisor has not approved to be retained

at the premises and commenced substantial remodeling.

(B) Notice of Default. Franchisor will not have the right to terminate this Agreement unless and until: (1) written notice setting forth the nature of the alleged breach has been delivered to Franchisee by Franchisor; and (2) after receiving the notice Franchisee fails to correct the alleged breach within the period of time specified by applicable law. In the event that applicable law does not specify a time period to correct an alleged breach, then Franchisee will have thirty (30) days after receipt of notice to correct the alleged breach, except where such notice states that Franchisee is delinquent in the payment of any fees or other payments payable to Franchisor pursuant to this Agreement or otherwise, in which case Franchisee will have five (5) days after receipt of such notice to correct the breach by making full payment (including interest as provided for herein) to Franchisor. If Franchisee fails to correct the alleged breach set forth in the notice within the applicable period of time, then this Agreement may be terminated by Franchisor as provided in this Agreement. For the purposes of this Agreement, an alleged breach of this Agreement by Franchisee will be deemed to be "corrected" if both Franchisor and Franchisee agree in writing that the alleged breach has been corrected. If Franchisor has agreed in this Agreement or in an amendment or addendum hereto to charge Franchisee Monthly Fees, Reservation Fees, and/or any other fees or charges that are less than the corresponding fees or charges payable by the Franchisee to Franchisor pursuant to the Franchisor's standard form of franchise agreement in use by Franchisor as of the Effective Date, then notwithstanding any provision of this Agreement or any such amendment or addendum to the contrary, upon Franchisee's receipt of Franchisor's written notice of default, the Monthly Fees, Reservation Fees, and other fees and charges payable by Franchisee to Franchisor pursuant to this Agreement shall increase to the rate of such fees and charges payable by the Franchisee to Franchisor pursuant to Franchisor's standard rates, as set forth in the then-standard Franchise Agreement and then-current Franchise Disclosure Document.

(C) Notice of Termination. If Franchisor has timely complied with the notice provisions of Article 8(B) hereof and if Franchisee has not corrected the alleged breach set forth in the written notice within the time period specified in Article 8(B), then Franchisor will have the absolute right to terminate this Agreement by giving Franchisee written notice.

(D) Grounds for Immediate Termination. Notwithstanding any provision of this Agreement to the contrary franchisor will have the absolute right and privilege, unless precluded by applicable law, to immediately terminate this Agreement if: (1) Franchisee or any of its managers, partners, members, directors, governors, officers, or shareholders or other owners are convicted of, or plead guilty to or no contest to a charge of violating any law relating to the Franchised Location, or any felony; (2) Franchisee voluntarily or otherwise abandons its Franchised Location or its franchised business (including by compliance will Article 9, below); (3) Franchisee is involved in any act or conduct which materially impairs the goodwill associated with any of the Marks or the Business System, and Franchisee fails to correct the breach within twenty-four (24) hours of receipt of written notice from Franchisor of the breach; (4) Franchisee breaches this Agreement, resulting in a Notice of Default by Franchisor, on three (3) or more occasions for the same or a similar breach, within any 36-month period or (5) Franchisee is deemed insolvent within the meaning of any state or federal law or Franchisee or any of the personal guarantors voluntarily file, or have filed against it/him involuntarily a petition under the UnitedStates Bankruptcy Code; (6) Franchisee ceases to operate the Franchised Business for a period of three (3) days or more; (7) Franchisee refuses to permit Franchisor to inspect Franchise Business operations or to audit Franchisee's books or records.

(E) Notice of Immediate Termination. In the event Franchisor has grounds for immediate terminate, as provided in Article 8(D) above, then Franchisor will have the absolute right to terminate this Agreement by giving Franchisee written notice.

(F) Liquidated Damages. For the purposes of this section, Article 8 Section F the term "Original Monthly Fee" shall refer to the monthly fee listed in Article 5 Section A of this Agreement, with no discounts or reductions calculated.

If this Agreement is terminated by Franchisor pursuant to this Article8, Franchisee acknowledges

that Franchisor will be substantially damaged by the loss of prospective fees and other amounts payable to Franchisor and that the actual amount of damages will be difficult, if not impossible, to ascertain. Therefore, upon such termination, Franchisee shall pay to Franchisor upon demand as liquidated damages and not as a penalty:

i. if Franchisee has not received a discount to its Original Monthly Fees, the Original Monthly Fees payable to the Franchisor multiplied by thirty-six (36) or, if Franchisee is within thirty-six (36) months of the end of the term of this Agreement, the Original Monthly Fees payable to Franchisor multiplied by the number of months remaining in such term; or

ii. if Franchisee has received a discount to its Original Monthly Fees, (a) the Original Monthly Fee payable to Franchisor multiplied by thirty-six (36) or, if Franchisee is within thirty-six (36) months of the end of the term of this Agreement, the Monthly Fees payable to Franchisor multiplied by the number of months remaining in such term, plus (b) the amount of the discount (i.e. the undiscounted or Original Monthly Fee less Monthly Fee actually paid by Franchisee) multiplied by the number of months from the Opening Date to the date of termination.

iii. if this Agreement is terminated prior to the Opening Date, the liquidated damages shall be the product of the average Monthly Fee owed to Franchisor by all hotels in the system over the twelve (12) full calendar month period immediately preceding the month of termination, multiplied by thirty-six (36).

ARTICLE 9: FRANCHISEE'S TERMINATION RIGHTS

(A) Conditions of Breach. Franchisee will have the right and privilege to terminate this Agreement, if: (1) Franchisor violates any material provision, term or condition of this Agreement; (2) Franchisor fails to timely pay any material non-contested and liquidated obligations due and owing to Franchisee; (3) Franchisor voluntarily files or has filed against it involuntarily, a petition under the United States Bankruptcy Code; or (4) Franchisor makes an assignment for the benefit of creditors or enters into any similar arrangement for the disposition of its assets for the benefit of creditors.

(B) Notice of Breach. Franchisee will not have the right to terminate this Agreement or to commence an action or lawsuit against Franchisor for breach of this Agreement, injunctive relief, violation of any state, federal, or local law, violation of common law (including allegations of fraud and misrepresentation), rescission, general or punitive damages, or termination, unless and until; (1) written notice setting forth the nature of the alleged breach has been delivered to Franchisor by Franchisee; (2) Franchisee is itself in material compliance with this Agreement at the time of the notice; and (3) Franchisor fails to correct the alleged breach or violation within thirty (30) days after receipt of the written notice. If Franchisor fails to correct the alleged breach within thirty (30) days after receiving written notice, then this Agreement may be terminated by Franchisee as provided for in this Agreement. If Franchisor's alleged breach is not reasonably capable of being cured within thirty (30) days, Franchisor will be deemed to have cured for purposes of this Article 9(B) as long as Franchisor commences its cure within thirty (30) days after receipt of Franchisee's notice and pursues such cure to its completion with reasonable diligence under the circumstances.

(C) Notice of Termination. If Franchisee has timely complied with the notice provisions of Article 9(B) hereof and if Franchisor has not corrected the alleged breach set forth in the written notice within the time period specified in Article 9(B), then Franchisee will have the absolute right to terminate this Agreement by giving Franchisor written notice.

ARTICLE 10: FRANCHISEE'S OBLIGATIONS UPON TERMINATION OR EXPIRATION

(A) Termination of Use of Marks; Other Obligations. If this Agreement expires or is terminated for any reason, the Franchisee will: (1) immediately cease to operate the Franchised Business, and shall not thereafter, directly or indirectly identify himself, herself or itself as a current or past Cobblestone Hotel brand owner, franchisee or licensee unless Franchisor requests return of materials as provided below, (2) immediately destroy and certify the destruction of all Confidential Information within five (5) days after

expiration or termination of this Agreement, (3) immediately pay all amounts due and owing to Franchisor under this Agreement or otherwise; (4) if requested by Franchisor, immediately return to Franchisor by first class prepaid United States mail all Confidential Information; (5) within ten (10) days after expiration or termination date, discontinue the use of all items bearing the Marks or that otherwise identifies or is related to the Marks or Business System; (6) within ten (10) days after the expiration or termination date, remove all signs containing any of the Marks and cease all use of the distinctive sign shape; (7) within ten (10) days after the termination date, terminate or assign to Franchisor, as Franchisor may elect, any Internet website, domain name, or URL that identifies Franchisee as currently or formally associated with Franchisor or that displays any of the Marks; (8) take such action to comply with all other applicable provisions of this Agreement; and (9) furnish to Franchisor within (30) days of the termination date or expiration date, evidence satisfactory to Franchisor of Franchisee's compliance with the post-termination or post expiration obligations contained in this Agreement, on or before the deadlines set forth in this Article. Upon expiration or termination of this Agreement, for any reason, Franchisee's right to use the Marks and Business System and to participate in any CRS, PMS and CCR will terminate immediately and Franchisee shall surrender all reservations made for the Franchised Location prior to the effective date of such expiration ortermination and will honor all rates quoted at the time such reservations were made. In addition, Franchisorshall have the right, without liability to Franchisee, to notify customers holding reservations that the Franchised Location may no longer be associated with the Marks and Business System at the time of theirstay.

(B) Alteration of Franchised Location. If this Agreement expires or is terminated for any reason or if the Franchised Location ever ceases to use the Marks and Business System, then Franchisee will, at its expense, promptly alter, modify, and change both the exterior and interior appearance and trade dress ofthe Franchised Location so that it will be easily distinguished from the standard appearance and trade dressof a hotel using the Marks and Business System. At a minimum, such changes and modifications to the Franchised Location will include; (1) repainting and, where applicable, recovering both the exterior and interior of the Franchised Location with colors which are not identified with the Marks and Business System, including removing any distinctive colors and designs from the walls; (2) removing any and all fixtures and other decor items which are unique to the Marks and Business System and replacing them with decor items not of the general type and appearance customarily used in hotels using the Marks and Business System; (3) removing all exterior and interior signs bearing the Marks; and (4) immediately discontinuing use of the approved graphics, employee uniforms, wall décor items, and window decals, and refraining from using any items which are confusingly similar.

(C) Transfer of Telephone Numbers and Directory Listings. Upon the expiration or termination of this Agreement by Franchisor, Franchisor will have the absolute right to notify the telephone company and all listing agencies (including all internet travel sites) of the expiration or termination of Franchisee's right to use all telephone numbers and all classified and other directory listings under the Marks and to authorize the telephone company and all listing agencies to transfer to Franchisor or its assignee all telephone numbers and directory listings for the Franchised Location. Franchisee acknowledges that Franchisor has the absolute right and interest in and to all such telephone numbers and listings associated with the Marks, and Franchisee hereby authorizes Franchisor to direct the telephone company and all listing agencies to transfer all telephone numbers and directory listings to Franchisor or its assignee if this Agreement expires or is terminated for any reason whatsoever. The telephone company and all listing agencies may accept this Agreement as evidence of the exclusive rights of Franchisor to such telephone numbers and directory listings and this Agreement will constitute the authority from Franchisee for the telephone company and listing agency to transfer all telephone numbers and directory listings to Franchisor upon expiration or termination of this Agreement. In addition, upon the termination or expiration of this Agreement, Franchisor shall have the right to notify and instruct the publishers of any and all telephone and other directories which contain a listing for the Franchised Location to remove any reference to the Marks in Franchisee's listings. Franchisee will not make any claims or commence any actions against the telephone company or the listing agencies for complying with this provision.

ARTICLE 11: TRAINING PROGRAM; OPENING ASSISTANCE

(A) Training. Franchisor will provide the management training program (described in the Rules

and Regulations) for Franchisee's General Manager at such location or locations as may be designated by Franchisor to educate, familiarize, and acquaint him or her with the operations of a hotel operating under the Marks and Business System.

The management training program will include both classroom and on-the-job instruction on basic operations, purchasing management, cost control management, and other topics selected by Franchisor. The training program will be scheduled by Franchisor in its sole discretion and must be completed no more than one hundred twenty (120) days prior to the Opening Date. Franchisee's General Manager must successfully complete the management training program, prior to commencing operations at the Franchised Location, unless this requirement is waived by Franchisor in writing in its sole discretion. Franchisee must pay Franchisor its then-current management training fee for each person (including the initial General Manager and each new General Manager) who attends Franchisor's management training program within thirty (30) days of receiving Franchisor's invoice for the same. Franchisee must pay all travel, wages, lodging, and other related expenses for trainees and for on-site training, for Franchisor's staff. Training fees are subject to change by Franchisor from time-to-time in its sole discretion. If Franchisee does not serve as its own General Manager, franchisee must attend Franchisor's owner's orientation program that is provided by Franchisor from time-to-time. Franchisee must at its expense provide its General Manager and all front desk staff with a minimum of seven days training from the third party PMS provider; and this training must be completed approximately two (2) weeks prior to the opening of the Franchised Location.

(B) Changes in Management Personnel. Franchisee will promptly notify Franchisor in writing of any personnel changes in the management positions of the Franchised Location. If Franchisee hires a new General Manager who has not successfully completed Franchisor's management training program, then unless the successful completion of such program is waived by Franchisor in writing in its sole discretion, Franchisor will require the new General Manager to register to attend Franchisor's management training program prior to the time that he or she will be allowed to manage the Franchised Location and to thereafter successfully complete the management training program as soon as reasonably practicable.

(C) Payment of Salaries and Expenses. Except as provided in Articles 11(D) and 11(E) and this Article 11(C), during the management training program, Franchisor will pay all salary, expenses and other costs incurred by Franchisor's personnel arising in connection with the training program. All wages, salary, expenses, and other costs, including room, board, and travel expenses, incurred by Franchisee or its personnel in connection with the management training program or owner's orientation will be paid by Franchisee. In addition, within thirty (30) days of receiving Franchisor's invoice, Franchisee shall pay Franchisor such fees as Franchisor may establish from time to time to cover its out-of-pocket costs and expenses incurred in providing its owner's orientation program to Franchisee.

(D) Opening Assistance. After Franchisee's General Manager has successfully completed Franchisor's management training program, Franchisor will provide up to five (5) days of openingassistance and staff training at the Franchised Location, and up to an additional four (4) days of training atthe Franchised Location on the use and operation of the PMS, if applicable. Franchisee must provide Franchisor with a copy of the Certificate of Occupancy for its Franchised Location at least seventy-two (72)hours before Franchisor's representatives are scheduled to arrive at the Franchised Location for on-site training. Training and opening approval will occur only after all conditions set forth in Article 18(F) are satisfied and a copy of the Certificate of Occupancy is received by Franchisor. In the event the FranchisedLocation is not ready to be opened for business when Franchisor's representatives arrive to provide such opening assistance and on-site training, Franchisee shall reimburse Franchisor upon demand for all salary,expenses, and other costs incurred by the personnel of Franchisor and its agents while they are delayed in providing such opening assistance and on-site training.

(E) Complimentary Rooms. Franchisee shall be required to provide complimentary rooms or pay all lodging expenses incurred by the personnel of Franchisor and its agents in connection with inspections (including quality assurance evaluations and re-evaluations) of the Franchised Location, providing opening assistance and on-site training and marketing and other sales visits to the Franchised Location.

(F) Additional Training. Franchisor may offer mandatory and/or optional additional training programs from time to time. If required by Franchisor, Franchisee, or Franchisee's principals shall participate in the following additional training:

(i) on-going training for up to three (3) days per year, at a location designated by Franchisor.

(ii) a national business meeting, annual convention, or conference for up to three (3) days per year, at a location designated by Franchisor.

(iii) Franchisee further acknowledges that Franchisee shall be required to attend additional training program(s) prior to performing any commercial work.

(G) Franchisor reserves the right to impose a reasonable fee for all additional training programs. Franchisee shall be responsible for any and all incidental expenses incurred by Franchisee or Franchisee's personnel in connection with additional training or attendance at Franchisor's national business meeting or annual convention, including, without limitation, costs of travel, lodging, meals and wages. Franchisee's failure to attend and/or complete mandatory additional training or failure to attend Franchisor's national business meeting or annual convention is a default of this Agreement. Franchisee or Franchisee's principal(s) shall be required to obtain any missed mandatory additional training at a location Franchisor designates. Franchisee shall pay all costs and expenses for such additional training, including but not limited to, tuition at the then-current rate and any and all transportation, meals and lodging of Franchisee, Franchisee's principal and Franchisor's training personnel. Franchisee shall pay to Franchisor any incurred expenses by Franchisor's training personnel within ten (10) days of Franchisor's billing thereof to Franchisee.

ARTICLE 12: FRANCHISOR'S OTHER OBLIGATIONS

(A) Business System. Consistent with Franchisor's standards of quality and uniformity Franchisor or its authorized representative will: (1) provide Franchisee with a copy of, or access to, a written summary of all furniture, fixtures, supplies and equipment required for the operation of the Franchised Location; (2) provide Franchisee with a copy of, or access to, a list of approved suppliers of the furniture, fixtures, supplies and equipment, including the standard Sign (as defined in Article 13) required for the Franchised Location; (3) provide Franchisee with a copy of, or access to, a list of approved sources from whom Franchisee can purchase products, printed materials, items, Goods and Services; (4) provide Franchisee with business procedures required for the operation of the Franchised Location, including information in connection with the CRS, PMS and CCR; (5) inspect the Franchised Location as often as Franchisor deems necessary and render written reports to Franchisee as deemed appropriate by Franchisor; (7) legally protect the Marks and the Business System for the benefit of all franchisees using the Marks and Business System; (7) render, upon written request by Franchisee, advisory services pertaining to guest service and operation of the Franchised Location (however, all reasonable administrative and out-of-pocket expenses and other fees for certain services or training that are incurred by Franchisor in rendering such advisory service will be paid for by Franchisee); (8) provide Franchisee with a copy of, or access to, the Rules and Regulations, Plans and Specifications, and any continuing supplements and modifications thereto; and (9) provide, upon written request by Franchisee, a copy of Franchisor's then current Plans and Specifications.

ARTICLE 13: SIGNAGE

(A) Approved Sign. During the term of this Agreement, Franchisee will, at its expense, either lease or purchase the standard free standing sign bearing one of the Marks designated by Franchisor (the "Sign") which will be displayed at the Franchised Location. Franchisee will pay for all costs incurred in connection with the erection and installation of the Sign, including all electrical work, construction of the base and foundation, relocation of the power lines, and all required soil preparation work. The Sign must conform exactly to the Rules and Regulations and Plans and Specifications and must be installed at the Franchised Location in the precise place, location, and manner specified by Franchisor in writing. Franchisee will display only the approved Sign and will not use or display any other signs of any kind or

nature at the Franchised Location without obtaining the express written approval of Franchisor prior to their installation or use, which approval shall not be unreasonably withheld. Franchisor may charge Franchiseea fee of up to Five Thousand and no/100 Dollars ($5,000) to review the Sign, its placement, and its compliance with the Rules and Regulations and Plans and Specifications ("Signage Review Fee"). Payment of the Signage Review Fee and reimbursement for out-of-pocket expenses are payable to Franchisor immediately upon receipt of invoice.

(B) Payment of Costs and Expenses. Franchisee will, at its expense, be responsible for any and all permits, licenses, repairs, maintenance, utilities, insurance, taxes, assessments, and levies in connection with the erection or use of the Sign.

(C) Modification and Replacement. Franchisee may not alter, remove, change, modify, or redesign the Sign unless approved by this Franchisor in writing. Franchisor will have the right, in its sole discretion, (1) to redesign the sign plans and specifications from time to time during the term of this Agreement, without the approval or consent of Franchisee; (2) to modify the trademark, trade name, service mark, logo, and/or color combinations required to appear on the Sign and/or to substitute a new or different trademark, trade name, service mark, logo, and/or color combination required to appear on the Sign pursuant to Article 3(C); and (3) to require Franchisee, at its expense, to either modify or replace the Sign so that the Sign displayed at the Franchised Location complies with Franchisor's redesigned Rules and Regulations and Plans and Specifications.

ARTICLE 14: INSURANCE

(A) General Liability Insurance. Franchisee must procure and maintain in full force and effect, at its sole cost and expense, an insurance policy or policies insuring Franchisee, Franchisor, and their respective officers, manager, directors, governors, and employees from and against any loss, liability, claim, or expense of any kind whatsoever, including bodily injury, personal injury, death, property damage, products liability, and all other occurrences resulting from the condition, operation, use, business, and occupancy of the Franchised Location, including the surrounding premises, the parking area, and the sidewalks of the Franchised Location.

(B) Automobile Insurance. Franchisee must also procure and maintain in full force and effect, at its sole cost and expense, hired and non-owner or commercial automobile liability coverage must have limits of One Million and no/100 Dollars ($1,000,000), insuring Franchisee, Franchisor, and their respective officers, managers, directors, governors, and employees from any and all loss, liability, claim, or expense of any kind whatsoever resulting from the use, operation, or maintenance of any automobile orvehicle used by Franchisee or any of its employees in connection with the Franchised Location.

(C) Coverage Limits. Liability coverage for both the general liability coverage and the automobile liability coverage must have limits of One Million and no/100 Dollars ($1,000,000) combined single limit. Franchisee must also maintain "all risks" property insurance coverage for the building, machinery, equipment, fixtures, furnishings, and signs at the Franchised Location (including fire and extended coverage) with limits equal to at least "replacement" cost. Franchisor may, in its discretion, periodically change the types of insurance and/or increase the limits of coverage of the insurance that Franchisee is required to maintain hereunder.

(D) Employment. Worker's compensation coverage in the limits required by state law and employer's liability insurance in the amount of Two Hundred and Fifty Thousand Dollars ($250,000) per accident shall be carried on all of Franchisee's employees, as well as such other insurance as may be required by statute or rule of the state in which the Franchised Business is located and operated;

(E) Liquor Liability Insurance. Require for all properties that charges in any way for alcoholic beverages coverage is a minimum of One Million and no/100 Dollars ($1,000,000.00);

(F) Umbrella Insurance. Require coverage is a minimum of Five Million and no/100 Dollars ($5,000,000.00) aggregate limit;

(G) Cyber Liability & Data Breach Insurance. Required coverage is a minimum of Five Hundred Thousand Dollars ($500,000.00) for all first and third-party data breaches including identity theft,

ransomware and data response/crisis management expenses.

(H) Additional Insured. All insurance policies must name Franchisor as an additional insured on a primary and non-contributory bases. Policies must contain endorsements by the insurance companies waiving all rights of subrogation against Franchisor and must stipulate that Franchisor will receive copies of all notices of cancellation, nonrenewal, or coverage reduction or elimination at least thirty (30) days prior to the effective date of such cancellation, nonrenewal or coverage change.

(I) Insurance Companies; Evidence of Coverage. All insurance companies providing coverage to Franchisee must have an "A," "A+" or "A-" rating by A.M. Best & Co. and must be licensed in the state where the coverage is provided. Franchisee will provide Franchisor with certificates of insurance evidencing the required insurance coverage no later than the date Franchisee takes possession of the Franchised Location and annually thereafter in connection with the renewal of Franchisee's insurance policies.

(J) Other Insurance. Franchisee will, at its sole cost and expense, procure and pay for all other insurance required by state or federal law, including workers' compensation insurance for its employees, together with all insurance required under any lease, mortgage, deed of trust, contract for deed, or other legal contract in connection with the Franchised Location or the Franchised Location.

(K) Defense of Claims. All liability insurance policies procured and maintained by Franchisee will require the insurance companies to provide and pay for legal counsel to defend any covered legal actions, lawsuits, or claims brought against Franchisee, Franchisor, and their respective officers, managers, directors, governors, and employees.

(L) Material Breach. If Franchisee fails to comply with the provisions of this Article 14, Franchisor will have the right, but not the obligation, to procure on behalf of Franchisee any and all insurance required under this Agreement with the agent and insurance company of Franchisor's choice. Franchisee agrees to cooperate fully with Franchisor in its effort to obtain such insurance policies, promptly execute all forms or instruments required to obtain or maintain any such insurance and allow any inspections of the Franchised Location that are required to obtain or maintain any such insurance. Franchisor will invoice Franchisee for all costs and expenses incurred by Franchisor to procure the required insurance coverage on behalf of Franchisee and Franchisee shall pay any such invoice in full within ten (10) days of its receipt of the same from Franchisor. Franchisor shall be under no duty to ascertain the existence of or to examine any such policy or to advise Franchisee in the event any such policy shall not comply with the requirements of this Article 14.

ARTICLE 15: INDEPENDENT CONTRACTORS; INDEMNIFICATION

(A) Independent Contractors. Franchisor and Franchisee are each independent contractors and, as a consequence, there is no employer-employee or principal-agent relationship between Franchisor and Franchisee. Franchisee will not have the right to and will not make any agreements, representations, or warranties in the name of or on behalf of Franchisor or represent that their relationship is other than that of franchisor and franchisee. Neither Franchisor nor Franchisee will be obligated by or have any liability to the other under any agreements or representations made by the other to any third parties.

(B) Indemnification. Franchisee shall indemnify Franchisor against and shall reimburse Franchisor upon demand for any and all losses, costs, expenses (including without limitation, reasonable attorneys' fees, disbursements of counsel, investigation expenses, expert witness fees, court costs, deposition expenses, and travel and living expenses), liabilities, damages, fines, penalties, charges, assessments, judgments, settlements, claims, causes of action, and other obligations of any nature whatsoever that Franchisor may at any time, directly or indirectly, suffer, sustain or incur, arising out of, based upon or resulting from (1) the breach by Franchisee of its obligations hereunder; (2) the design, construction and/or operation of the Franchised Location; and/or (3) any act, omission, event, or inaccuracy taking place on or about the Franchised Location. Franchisor will always have the right to defend any claim made against it with respect to which it is entitled to indemnification hereunder and Franchisee shall reimburse Franchisor upon demand for any and all costs and expenses, including reasonable attorneys' fees

incurred by Franchisor in connection therewith.

(C) Continuation of Obligations. The indemnification and other obligations contained in this Article will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

ARTICLE 16: FINANCIAL STATEMENTS, SALES REPORTS, FORMS AND ACCOUNTING

(A) Monthly, Year-To-Date and Annual Financial Statements. Franchisee will, at its expense, provide Franchisor with annual financial statements for the Franchised Location (which exclude from the balance sheet, income statement and statement of cash flow items which are unrelated to the Franchised Location) and, upon request by Franchisor, for Franchisee (which include all balance sheet, income statement, and statement of cash flow items of Franchisee). In addition, Franchisee will, at its expense and upon the written request by Franchisor, provide Franchisor with monthly and year-to-date financial statements for the Franchised Location and/or Franchisee. All such financial statements will (1) consist of a balance sheet, income statement, statement of cash flows, and explanatory footnotes; (2) be verified by Franchisee; (3) be presented in the exact form and format prescribed by Franchisor in writing; and (4) will be categorized according to the chart of accounts prescribed by Franchisor. All such financial statements will be prepared in accordance with generally accepted accounting principles applied on a consistent basis. The monthly and year-to-date financial statements for the preceding month will be delivered to Franchisor within ten (10) days of receiving Franchisor's request and the annual financial statements for Franchisee and/or its Franchised Location will be delivered to Franchisor within ninety (90) days of Franchisee's fiscal year end.

(B) Tax Returns. Franchisee will, within thirty (30) days of receiving a request from Franchisor, furnish Franchisor with signed copies of Franchisee's annual federal, and if applicable, state income tax returns for Franchisee's most recent fiscal year end.

(C) Reports of Gross Revenue Records. Franchisee will maintain an accurate written record of daily Gross Revenues for the Franchised Location and will remit a signed and-verified statement of franchisee's monthly Gross Revenues using such forms as Franchisor may prescribe in writing. The monthly statement of Gross Revenues will accompany Franchisee's Monthly Fee and Reservation Fees and, thus, unless otherwise provided in Franchisor's Manuals, will be delivered to Franchisor on or before the tenth (10th) day of each month for the preceding month. Franchisor may, at its discretion gather daily Gross Revenues, occupancy, and other related information through any computerized or automated information reporting system that Franchisor may establish to Franchisor in the manner and at such frequencies as Franchisor may specify. Franchisee shall participate in all computerized or automated information reporting programs that Franchisor may adopt for use by Cobblestone branded hotels. Franchisee shall purchase any computer hardware, computer software, and related high-speed Internet access or telephone services necessary to participate in such programs.

(D) Franchisor's Audit Rights. Franchisee and Franchisee's accountants will make all of their books, records, ledgers, work papers, accounts, and financial information, including state and local sales tax reports and federal, state, and local income tax returns (collectively “Financial Records”) available to Franchisor at all reasonable times for review and audit by Franchisor or its designee, and the Financial Records for each fiscal year will be kept in a secure place by Franchisee and will be available for audit by Franchisor for at least five (5) years.

(E) Waiver by Franchisee. Franchisor will have the right to review the books and records maintained by the vendors or suppliers that supply products, goods, or services to Franchisee regarding the purchases made by Franchisee. This Agreement will serve as evidence of Franchisor's right to review such information and will constitute the authority from Franchisee for its vendors and suppliers to provide such information to Franchisor.

(F) Use and Disclosure of Information. Without limiting any other provision of this Agreement, Franchisor shall have the right to use in any appropriate manner all reports, data and other information that Franchisee submits to Franchisor or that Franchisor obtains. Franchisor shall have the right

to disclose such reports, data and other information to third parties, including, but not limited to consultants and existing franchisees. Franchisor's affiliates, third party consultants engaged by the Franchisor or its affiliates, or any of their respective employees will be on an anonymous basis.

(G) Construction Cost Summary. Within sixty (60) days of the Opening Date, Franchisee shall submit to Franchisor a summary of all costs and expenses incurred by Franchisee in acquiring the Franchised Location and in designing and constructing the Franchised Location in such form as Franchisor may prescribe in writing.

(H) Organizational Documents. Franchisee shall, within ten (10) days of receiving a written request from Franchisor, provide Franchisor with true, correct, and complete copies of Franchisee's Articles of Incorporation, Articles of Organization, Bylaws, Operating Agreement, Member Control Agreement, Shareholder Control Agreement, Partnership Agreement, or comparable governing documents or instruments, as well as all amendments thereto. In addition, Franchisee shall, within ten (10) days of receiving a written request from Franchisor, provide Franchisor with a list of all of the shareholders, members, partners, or other equity owners of Franchisee showing the number of shares of stock, percentage interest, or other ownership interest of each such shareholder, member, partner, or other equity owner in Franchisee which is certified as being true, correct, and complete by the President, Chief Executive Officer, Managing Partner, or comparable officer or manager of Franchisee.

ARTICLE 17: ASSIGNMENT

(A) Assignment by Franchisor. This Agreement may be unilaterally assigned and transferred by Franchisor without the approval or consent of Franchisee and will inure to the benefit of Franchisor's successors and assigns. Franchisor will provide Franchisee with written notice of any such assignment or transfer, and the assignee will be required to fulfill Franchisor's obligations under this Agreement.

(B) Assignment upon Death or Disability of Franchisee. If Franchisee is an individual, then in the event of the death or permanent disability of Franchisee, the Franchisee's right to operate the Franchised Location pursuant to this Agreement may, subject to compliance with Articles 17(C), (D) and (F) hereof, be assigned, transferred or bequeathed by Franchisee to any designated person or beneficiary.

(C) Approval of Transfer. Subject to the provision of Article 17(B), (D), (E) and (F) hereof, (1) this Agreement; (2) shares of capital stock, partnership interests, membership interests, or other ownership interests in Franchisee or any entity that beneficially owns, directly or indirectly, an interest in Franchisee; or (3) the material assets associated with the Franchised Location (the "Business Assets"), may be sold, assigned, or otherwise transferred by Franchisee or its direct or indirect shareholders, partners, or members only with the prior written approval of Franchisor. Any such purported sale, assignment, or other transfer without the prior written consent of Franchisor shall be void and constitute a material breach of the material provisions of this Agreement and good cause for the termination of this agreement by Franchisor unless Franchisor exercises its rights of first refusal under Article 17(E) hereof. Franchisor will not unreasonably withhold its consent to any sale, assignment, or other transfer of (1) this Agreement; (2) shares of capital stock, partnership interests, membership interest, or other ownership interests in Franchisee or any entity that beneficially owns, directly or indirectly, an interest in Franchisee; or (3) any of the Business Assets provided that Franchisee and the transferee comply with any and all reasonable conditions imposed by Franchisor in its sole discretion, including, but not limited to, the following: (1) all of Franchisee's monetary obligations due to Franchisor have been paid in full, and Franchisee is not otherwise in default under this Agreement; (2) the transferee must demonstrate to Franchisor's reasonable satisfaction that he, she, or it meets Franchisor's managerial standards, financial resources standards, and business standards for new franchisees, possesses a good business reputation and credit rating, and possesses the aptitude and ability to conduct the franchised business (as may be evidenced by prior related business experience or otherwise); (3) the transferee must execute, and cause all parties having a legal or beneficial interest in the transferee to execute Franchisor's then-current standard Franchise Agreement (the "New Franchise Agreement") and such other ancillary agreements as Franchisor may require for the Franchised Location for a term equal to the then unexpired term of this Agreement or such longer period (not to exceed the then-current term applicable to a Cobblestone branded hotel) as Franchisor may establish in its reasonable

discretion; (4) the transferee and all of its shareholders, partners, members, or other owners of the transferee and any entity that beneficially owns all or any part of the transferee sign or have signed the personal guaranty included as part of the New Franchise Agreement and agree to be unconditionally bound by the terms and conditions of the New Franchise Agreement or Franchisor's then-current Franchise Agreement; (5) the transferee must assume (a) Franchisee's obligations to Franchisor with respect to any Loyalty Programs sponsored by Franchisor, including, without limitation. Franchisee's obligation to reimburse Franchisor for payments made by Franchisor under any such Loyalty Programs after the effective date of the transfer with respect to nights spent in the Franchised Location prior to such effective date; and (b) Franchisee's obligations with respect to any gift certificates sold or issued by Franchisee prior to the effective date of the transfer; (6) unless otherwise agreed by Franchisor in writing, prior to the date of transfer, the transferee (or its General Manager) have successfully completed Franchisor's management training program and, in connection therewith, the transferee will pay the salaries, fringe benefits, payroll taxes, unemployment compensation, workers' compensation insurance, travel costs, and all other expenses for all persons sent to the training programs, and will pay the training fees referenced in Article 11(A); (7) the transferee must purchase the real estate and building at the Franchised Location; (8) the transferee must agree, in writing, to remodel, modernize, redecorate, and renovate the Franchised Location and to purchase and replace the furniture, fixtures, supplies, equipment, and amenities to be used in the Franchised Location by the dates established by Franchisor so that the Franchised Location will be compliant with the Rules and Regulations and the Plans and Specifications. All such remodeling, modernizing, redecorating, and renovating shall be conducted in accordance with Article 6(F) hereof; (9) the transferee must demonstrate to Franchisor's reasonable satisfaction that the material terms and conditions of the transfer or assignment, including, without limitation, the price and terms of payment, are not so burdensome as to adversely affect the subsequent operation or financial results of the Franchised Location; and (10) the transferee must agree to continue to operate the Franchised Location using the Marks and Business System for the full unexpired term of this Agreement or such longer period (not to exceed the duration of the New Franchise Agreement applicable to a newly constructed hotel using the Marks and Business System) as Franchisor may establish in its reasonable discretion. While the transferee will not be required to pay the Initial Fee, if any, specified in the New Franchise Agreement, the transferee will be required to make the local advertising expenditures and pay the Monthly Fees, Reservation Fees, and all other fees at the rates specified in the New Franchise Agreement, plus any additional fees not provided for in this Agreement but which are required to be paid to Franchisor or others by the terms of the New Franchise Agreement. Franchisee acknowledges that the terms, conditions, and economics of the New Franchise Agreement may, at that time, vary in substance and form from the terms, conditions, and economics of this Agreement. Specifically, and without limiting the manner in which the terms, conditions, and economics of the New Franchise Agreement may vary from this Agreement, Franchisee acknowledges and agrees that (1) the Monthly Fees, Reservation Fees, training fees, Transfer Fee (as defined in Article 17(D)), and other fees payable to Franchisor under the New Franchise Agreement may be greater than that provided for herein; and (2) the New Franchise Agreement may provide for the payment of fees by the transferee to Franchisor which are not provided for herein. Franchisee further acknowledges and agrees that Franchisor's consent to a transfer or assignment shall not constitute a waiver of any claims that Franchisor may have against Franchisee of its obligations hereunder, nor shall it be deemed a waiver of Franchisor's right to demand full compliance with all of the terms and conditions of this Agreement by the transferee or assignee. Acceptance by Franchisor of any Monthly Fees, Reservation Fees, or any other amounts due and payable hereunder from any third party, including, but not limited to, any transferee or assignee of this Agreement or the Business Assets, shall not constitute Franchisor's consent or approval to such assignment or transfer.

(D) Transfer Fee. If, pursuant to the terms of Article 17(B) or 17(C), (1) this Agreement or the Business Assets is/are directly or indirectly sold, assigned, transferred, or bequeathed to another person or entity; or (2) if Franchisee is an entity, over fifty percent (50%) of the direct or indirect beneficial ownership of Franchisee is directly or indirectly transferred to another person or entity, then Franchisee will pay Franchisor (a) the Franchisor's then-current Interior Design Review Fee to inspect the Franchised Location and to generate a list of the remodeling, modernization, redecorating and renovation of the Franchised Location and the furniture, fixtures, supplies, equipment and amenities used in the Franchised Location

required to be purchased and replaced so that the Franchised Location will be compliant with the Rules and Regulations and Plans and Specifications, as well as the dates by which the same must be completed; provided, however, that if Franchisee shall have paid Franchisor an Interior Design Review Fee within six (6) months of the effective date of such sale, assignment, or other transfer, the amount of such Interior Design Review Fee received by Franchisor shall be credited against the Transfer Fee, as hereinafter defined, payable by Franchisee; and (b) a transfer fee of five thousand and no/100 dollars ($5,000) ("Transfer Fee"). Notwithstanding the foregoing, if Franchisee is an entity and fifty percent (50%) or less of the direct or indirect beneficial ownership of Franchisee is being directly or indirectly transferred to another person or entity, then Franchisee shall not be required to pay Franchisor an Interior Design Review Fee or Transfer Fee in connection with such transfer.

(E) Franchisor's Rights of First Refusal. Notwithstanding any provisions of this Agreement to the contrary, neither Franchisee nor its shareholders, partners, members, or other owners shall, except as provided in Article 17(B) hereof, directly or indirectly sell, assign, or otherwise transfer in one or a series of related transactions this Agreement, all or substantially all of the Business Assets and/or over fifty percent (50%) of the issued and outstanding shares of capital stock, partnership interests, membership interests, or other ownership interests in Franchisee unless it/he/they shall have first (1) given Franchisor awritten notice setting forth all of the material terms and conditions of the proposed transaction; and (2) offered to sell, assign, or otherwise transfer this Agreement or such Business Assets, capital stock, partnership interests, membership interests, or ownership interests to Franchisor, as the case may be, on thesame terms and conditions. Franchisor shall have thirty (30) days from its receipt of Franchisee's notice toexercise its rights of first refusal contained in this Article 17(E) by giving written notice of such exercise toFranchisee. If Franchisor does not exercise its rights of first refusal contained in this Article 17(E), Franchisee shall remain subject to the terms and conditions of Article 17(C), (D) and (F) and shall have ninety (90) days within which to consummate the transaction on the terms and conditions set forth in the notice to Franchisor. If Franchisee does not consummate the transaction within a ninety (90) day period, then Franchisee must again comply with the terms of this Article 17(E) prior to any sale or transfer.

(F) Documentation. Notwithstanding any provision of this Agreement to the contrary, no transfer or assignment of this Agreement or the Business Assets will be valid or effective until Franchisor has received the duly signed legal documents which its legal counsel deems necessary to properly and legally document the transfer or assignment of this Agreement as provided for in this Article 17.

(G) Security Interest. This Agreement and the franchise granted to Franchisee hereunder may not be the subject of a security interest, lien, levy, attachment, or execution by Franchisee's creditors or any financial institution, except with the prior written approval of Franchisor.

ARTICLE 18: SITE SELECTION, BUILDING PLANS AND SPECIFICATIONS

(A) Site Selection. Franchisee will be solely responsible for selecting the site for the Franchised Location, for purchasing the real estate and constructing or remodeling the building for the Franchised Location for a term equal to the term of this Agreement. Accordingly, no provision of this Agreement may be interpreted to impose any obligation upon Franchisor to locate a suitable site for the Franchised Location, to assist Franchisee in the selection of a suitable site for the Franchised Location, or to provide any assistance to Franchisee in the purchase of the Franchised Location.

(B) Site Approval; Feasibility Study. Franchisee will not purchase, lease, or otherwise acquire possession of a site for the Franchised Location until the proposed site has been approved by Franchisor. Franchisee acknowledges that neither Franchisor's approval of the proposed site for the Franchised Location nor any assistance that may be provided by Franchisor in the selection or review of the site will be deemed to be a representation, warranty, or guaranty by Franchisor regarding the potential financial success of the Franchised Location operated at that site, and Franchisee assumes all business and economic risksassociated with the site. Franchisor will have the right to require Franchisee to obtain, at Franchisee's expense, an economic feasibility study for the proposed site of the Franchised Location. Any feasibility study required by Franchisor will be completed by an expert mutually agreed upon by Franchisor and Franchisee.

(C) Compliance with Plans and Specifications. Franchisee shall take any and all action

necessary to cause the development, construction, renovation, furnishing, and equipping of its Franchised Location (collectively, "Construction Work") to be performed in strict compliance with: (1) Franchisor's then-current Plans and Specifications; (2) Franchisor's Rules and Regulations Manual; (3) the Detailed Plans (as hereinafter defined); and (4) all applicable federal, state, and local laws, codes, and regulations, including, but not limited to, the applicable provisions of the ADA. Franchisor will provide to Franchisee a copy of Franchisor's then-current Rules and Regulations and Plans and Specifications. Franchisee acknowledges that neither the Rules and Regulations, nor the Plans and Specifications contain all of the requirements of any federal, state, or local law, code, or regulation, including those concerning the ADA or similar governing public accommodations for persons with disabilities. In addition, such Rules and Regulations and Plans and Specifications do not contain the requirements of, and shall not be used for, construction drawings or other documentation necessary to obtain permits or authorization for the Construction Work. Rather, Franchisee shall, at its sole cost and expense, cause complete and detailed building plans and specifications for the Construction Work, including, but not limited to, site plans, civil engineering plans, structural, mechanical, and electrical plans, and Franchisee's proposed furnishings, fixtures, equipment, signs, furniture, and building finishes (collectively, the "Detailed Plans") to be prepared and certified by a licensed architect. Prior to submission of the Detailed Plans to Franchisor as hereinafter provided, Franchisee shall furnish Franchisor with the resume of the architect, whom Franchisee desires to retain to prepare the Detailed Plans and such additional information and detail concerning the architect's training, experience, and financial responsibility as Franchisor may request. Franchisee may not use an architect to prepare its Detailed Plans who is not willing and able to provide the certification of ADA compliance hereinafter provided for. The Detailed Plans shall not be approved and the Construction Work shall not be commenced until Franchisor has approved the architect who is to prepare the Detailed Plans and such architect has provided Franchisor with such certification of ADA compliance. Prior to commencement of the Construction Work, Franchisee shall submit to Franchisor the resume of the general contractor and/or any major subcontractors for the Construction Work and such additional information concerning their experience and financial responsibility as Franchisor shall request. Franchisee may not use a general contractor to perform the Construction Work who is not willing to provide the certification of ADA compliance hereinafter provided for. Construction Work, including the ordering of furniture, fixtures, and/or equipment, shall not commence until Franchisor has approved such contractors, which approval may be conditioned on bonding of such contractors. If Franchisee is acting as its own general contractor, Franchisee shall cause its architect to (1) provide Franchisor with three (3) copies of all preliminary and final Detailed Plans for the Franchised Location for review and approval by Franchisor, that such Detailed Plans comply with the ADA and all other related or similar federal, state, or local laws, codes, and regulations. Within fifteen (15) days of receipt of such Detailed Plans and certification of ADA compliance, Franchisor will review the same to determine if they are consistent with Franchisor's then-current Rules and Regulations and Plans and Specifications and will provide Franchisee with written comments and a listof any recommended and/or required changes. If Franchisor requires Franchisee to make changes to its Detailed Plans, Franchisee shall prepare or cause to be prepared revised Detailed Plans to incorporate such required changes. Franchisee shall submit three (3) copies of such revised Detailed Plans to Franchisor and Franchisor will, within fifteen (15) days of receipt thereof, review the same and provide Franchisee with any further written comments and recommended and/or required changes which it may have. Franchisee shall not retain a contractor or commence any Construction Work until its Detailed Plans have been reviewed and approved by Franchisor in writing. Franchisor's review and approval of Franchisee's Detailed Plans shall be limited to determining whether such plans comply with the then-current Rules and Regulations and Plans and Specifications. Such review is not designed to assess compliance of the Detailed Plans with applicable federal, state, or local laws, codes, or regulations, including the ADA, or for ensuring the safety and security of the Franchised Location. Franchisee is solely responsible for ensuring that its Detailed Plans are, and Construction Work is, in full compliance with all federal, state, and local laws, codes, and regulations, including the ADA, and that the Franchised Location is safe and secure. Franchisee's architect shall accept this Agreement as Franchisee's consent, authorization and instruction for such architect to provide three (3) copies of all preliminary and final Detailed Plans for the Franchised Location to Franchisor and to discuss the same with Franchisor's employees or other representatives. In the design and construction of the Franchised Location, Franchisee shall not deviate or vary from the then-current

Rules and Regulations and Plans and Specifications or Franchisee's Detailed Plans, which have been approved by Franchisor without, in each instance, the prior written approval of Franchisor, which approval shall not be unreasonably withheld. Any such variances approved by Franchisor shall only apply with respect to the Franchised Location and in no event may Franchisee incorporate any such variances into any future hotel project using the Marks and Business System, which it may construct pursuant to a separate Franchise Agreement with Franchisor, unless such variance is again approved by Franchisor pursuant to such Franchise Agreement. Any unauthorized variance from the then-current Rules and Regulations, Plans and Specifications, the Detailed Plans, or required shop drawing submittals which have been approved by Franchisor, will be a material breach of this Agreement.

(D) Construction. Franchisee will be solely responsible for ascertaining that the Construction Work for the Franchised Location is in compliance with the then-current Rules and Regulations, Plans and Specifications, the Detailed Plans approved in writing by Franchisor, and all applicable laws, codes, and regulations, including, but not limited to the ADA. Franchisee will be solely responsible for, and will retain a licensed architect for the purpose of, inspecting the Franchised Location during the performance of the Construction Work to ensure that such work is being performed according to the then-current Rules and Regulations, Plans and Specifications, the Detailed Plans which have been approved by Franchisor in writing, and all applicable laws, codes, and regulations, including, but not limited to the ADA. Franchisee will be responsible for complying with all laws and for acquiring, at its expense, all licenses and building permits required in connection with the Construction Work. Franchisee shall not during the term of this Agreement or after the expiration or termination here of directly or indirectly use all or any part of the Rules and Regulations, Plans and Specifications, and/or the Detailed Plans in connection with the construction or remodeling of any hotel, motel, or other lodging property other than a hotel using the Marks and Business System pursuant to a Franchise Agreement.

(E) Inspection During Construction or Renovation. Franchisor may, at its expense, view the Franchised Location during the performance of Construction Work at such times as it deems necessary for the purpose of determining the progress of the Construction Work and to ascertain whether the interior and exterior of the Franchised Location conform to the then-current Rules and Regulations, Plans and Specifications, the Detailed Plans approved in writing by Franchisor, and have or will have the physical appearances of a hotel properly using the Marks and Business System. Neither Franchisor's review or approval of Franchisee's Detailed Plans or shop drawing submittals, nor Franchisor's viewing of the Franchised Location during the performance of Construction Work will be for the purposes of determining that the Construction Work is being performed according to the approved Detailed Plans, in a good workmanlike manner or in compliance with any applicable laws, codes, or regulations, including, but not limited to the ADA. Accordingly, Franchisor will have no responsibility to Franchisee or any other person if the Construction Work is not performed by the contractor (1) in compliance with the Detailed Plans which have been approved by Franchisor; (2) in compliance with applicable laws, codes, or regulations, including, but not limited to the ADA; or (3) in a good workmanlike manner, or if the contractor breaches its contract with Franchisee. Franchisee agrees to promptly replace or change at its expense any Construction Work which does not comply with the then-current Rules and Regulations Manual, Plans and Specifications, the Detailed Plans approved by Franchisor, and/or applicable laws, codes, or regulations, including, but not limited to the ADA.

(f) Pre-Opening Inspection. Franchisee will not open its Franchised Location and commence initial business operation until Franchisor has inspected the Franchised Location and has given Franchisee written approval to open for business. It is expressly agreed that Franchisee will not be permitted to open its Franchised Location for business unless and until: (1) Franchisee's Sign has been installed in accordance with Article 13 hereof; (2) the pool/recreation area and other common areas for the Franchised Location have been completed, are operational, and are “guest ready,” (3) the lobby area, including the front desk, have been finished and fully equipped; (4) at least fifty percent (50%) of the guest rooms have been completed, are fully equipped, “guest ready,” and are accessible to Franchisee's customers without having to cross through uncompleted portions of the Franchised Location; (5) all Construction Work which could reasonably be expected to materially diminish the quality of a customer's stay at the Franchised Location has been completed; (6) Franchisee's architect and general contractor has certified to Franchisor, in

accordance with the ADA certification in the form attached hereto as Attachment 3, that the Franchised Location complies with the ADA and all other related or similar federal, state, or local laws, codes, and regulations; (7) Franchisor has received from Franchisee all documentation and other items required under this Agreement, including, but not limited to; (a) a signed receipt for Franchisor's Franchise Disclosure Document; (b) an application for a franchise agreement completed and signed by Franchisee; (c) all financial information required under Article 4(B) or elsewhere in this Agreement; (d) the full Initial Fee; any and all site approvals, feasibility studies, architect and contractor resumes, approved plans, and accepted contractor's bids that are required under Article 18 of this Agreement; (g) any organizational documents requested under Article 16(H) of this Agreement; and (h) any certificates of insurance requiredunder Article 14 of this Agreement; and (8) Franchisee's General Manager and other personnel must have satisfactorily completed all training required by Franchisor as outlined in Article 11.

(F) Construction Review Fee. Franchisor may charge Franchisee a fee of up to Twenty Thousand and no/100 Dollars ($20,000) for reviewing the Detailed Plans, inspecting the construction site, and monitoring the progress of Franchisee's construction ("Construction Review Fee"). The Construction Review Fee is due immediately upon receipt of invoice.

ARTICLE 19: ENFORCEMENT; MISCELLANEOUS

(A) Injunctive Relief. Franchisor has the right to petition a court of competent jurisdiction for the entry of temporary and permanent injunctions and orders of specific performance restraining violationsand threatened violations of the terms and conditions of this Agreement and/or enforcing the terms and conditions of this Agreement, including, but not limited to, the terms and conditions of this Agreement relating to: (1) Franchisee's improper use of the Marks and/or the Business System; (2) the obligations of Franchisee upon termination or expiration of this Agreement; (3) the sale, assignment, or other transfer of this Agreement, the Business Assets or shares of capital stock, partnership interests, membership interests, or other ownership interests of Franchisee; (4) requiring Franchisee to exhibit the approved Sign during the term of this Agreement and requiring Franchisee to remove the Sign upon the termination or expiration of this Agreement; and (5) any act or omission by Franchisee or Franchisee's employees that, (a) constitutes a violation of any applicable law, ordinance, or regulation, (b) is dishonest or misleading to customers of the Franchised Location or other Cobblestone branded hotels, (c) constitutes a danger to the employees, public, or customers of the Franchised Location, or (d) may impair the goodwill associated with the Marks and/or the Business System. In addition, notwithstanding any provision of Article 9 of this Agreement to the contrary, if Franchisee gives Franchisor any notice of any alleged breach or violation of this Agreement or of any laws that give rise to a claim for damages or the termination of this Agreement in favor of Franchisee, then Franchisor will have the right to immediately commence legal action seeking to enjoin and prevent Franchisee from terminating this Agreement without regard to any waiting period that may be contained in this Agreement. Upon issuance of such injunctive relief against Franchisee, Franchisee will not have the right to terminate this Agreement as provided herein unless and until a court of competent jurisdiction has ruled on the merits that Franchisor has breached this Agreement in the manner alleged by Franchisee, and then only if Franchisor fails to correct the breach determined by the court within thirty (30) days after a final judgment has been entered against Franchisor and all time for appeals by Franchisor expired. Franchisor shall be entitled to obtain any such injunctive relief without the posting of any bond or other security in such action.

(B) Waiver. Franchisor and Franchisee may, by written instrument signed by Franchisor and Franchisee, waive any obligation of or restriction upon the other under this Agreement. Acceptance by Franchisor of any payment by Franchisee and the failure, refusal, or neglect of Franchisor to exercise any right under this Agreement or to insist upon full compliance by Franchisee of any of its obligations hereunder will not constitute a waiver by Franchisor of any provision of this Agreement. Franchisee must give Franchisor prompt written notice of an alleged breach or violation of this Agreement after Franchisee has knowledge of, determines, or is of the opinion that there has been an alleged breach or violation of this Agreement by Franchisor. If Franchisee fails to give written notice to Franchisor of an alleged breach or violation of this Agreement within one (1) year from the date that Franchisee has knowledge of, determines, or is of the opinion that there has been an alleged breach or violation by Franchisor, then the alleged breach or violation will be deemed to be condoned, approved, and waived by Franchisee, and the alleged breach

or violation will not be deemed to be a breach or violation of this Agreement by Franchisor, and Franchisee will be barred from commencing any action or asserting any claim against Franchisor for that alleged breach or violation.

(C) Payments to Franchisor. Franchisee will not for any reason withhold payment of any Monthly Fees, Reservation Fees, or any other payments due to Franchisor pursuant to this Agreement or otherwise. Franchisee will not have the right to "offset" any liquidated or unliquidated amounts allegedly due to Franchisee from Franchisor against the Monthly Fees, Reservation Fees, or any other payment due to Franchisor pursuant to this Agreement or otherwise. Consequently, Franchisee will timely pay all such amounts due to Franchisor regardless of any claims that Franchisee may allege against Franchisor.

(D) Effect of Wrongful Termination. If Franchisor or Franchisee takes any action to terminate this Agreement or to convert the Franchised Location to another business without first complying with the terms and conditions (including written notice and opportunity to cure provisions) of Articles 8 or 10 hereof, as applicable, then such action will not relieve either party of, or release either party from, any of its obligations under this Agreement, and the terms and conditions of this Agreement will remain in full force and effect until such time as this Agreement expires or is terminated in accordance with the provisions of this Agreement and applicable law. If this Agreement is terminated by Franchisor pursuant to Article 8, or if Franchisee breaches this Agreement by attempting to terminate this Agreement other than in full compliance with the terms and conditions of Article 9 hereof, then unless Franchisee pays Franchisor upon demand the Liquidated Damages provided for in Article 8(F) hereof, Franchisor will be entitled to seek recovery from Franchisee of all damages that Franchisor has sustained and will sustain in the future as a result of Franchisee's breach of this Agreement, taking into consideration the Monthly Fees that would have been payable by Franchisee to Franchisor for what would have been the remaining term of this Agreement.

(E) Cumulative Rights. The rights and remedies of Franchisor hereunder are cumulative and no exercise or enforcement by Franchisor of any right or remedy hereunder will preclude the exercise or enforcement by Franchisor of any other right or remedy hereunder or which Franchisor is entitled by law to enforce.

(F) Venue and Jurisdiction. Except for injunctive relief sought by Franchisor, which Franchisor may bring in a court of competent jurisdiction in the state where Franchisee resides or has its principal place of business or in which the Hotel is located, Franchisee agrees that the U.S. District Court for the Eastern District of Wisconsin, or if such court lacks jurisdiction, the District Court (or its successor) for Winnebago County, Wisconsin shall be the venue and exclusive forum in which to adjudicate any case or controversy arising from or relating to this Agreement. Franchisee, each of its officers, managers, directors, governors, shareholders, partners, and/or members and any personal guarantors do hereby submit to the jurisdiction of such courts and waives any objections to either the jurisdiction of or venue in such courts.

(G) Binding Agreement. This Agreement is binding upon the parties hereto and their respective executors, administrators, personal representatives, heirs, permitted assigns, and successors in interest, but nothing in this Agreement is to be construed as an authorization or right of Franchisee to assign, license, franchise, or otherwise transfer its rights or delegate its duties under this Agreement except as expressly permitted in Article 17.

(H) Entire Agreement. The recitals to this Agreement are a part of this Agreement. This Agreement supersedes and terminates all prior agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof. This Agreement constitutes the entire agreement of the parties, and except for any representations contained in Franchisor's Franchise Disclosure Document or in any exhibits or amendments thereto, there are no other oral or written representations, inducements, promises, understandings, or agreements between Franchisor and Franchisee relating to the subject matter of this Agreement. Nothing else in this or any related agreements is intended to disclaim the representations we made in the latest franchise disclosure document that we furnished to you.

(I) Headings; Terms. The headings of the Articles are for convenience only and do not define, limit, or construe the contents of such Articles. The term "Franchisee" as used herein is applicable to one or more persons, a corporation, partnership, limited liability company, or other entity, as the case may be,

and the singular usage includes the plural, the masculine usage includes the neuter and the feminine, and the neuter usage includes the masculine and the feminine. References to "Franchisee," "assignee" and "transferee" which are applicable to an individual or individuals will mean the principal owner or owners of the equity or operating control of Franchisee or any such assignee or transferee if Franchisee or such assignee or transferee is a corporation, partnership, limited liability company, or other entity.

(J) Collection Costs. Franchisee shall reimburse Franchisor for any and all costs and expenses, including, but not limited to, reasonable attorneys' fees, expert witness fees, costs of investigation, court costs, disbursements of counsel, and travel and living expenses, reasonably incurred by Franchisor in collecting any amount due and payable by Franchisee to Franchisor under this Agreement or otherwise, in enforcing the terms and conditions of this Agreement, and/or in pursuing any of its rights and remedies, including, but not limited to, any and all such costs and expenses incurred by Franchisor in (1) collecting any unpaid and past due Monthly Fees, Reservation Fees, and other amounts from Franchisee; and/or (2) seeking equitable relief against Franchisee, including orders of specific performance enforcing the terms and conditions of this Agreement and/or temporary and/or permanent injunctions enjoining violations of the terms and conditions of this Agreement.

(K) Interest. Any amounts payable by Franchisee to Franchisor, including, but not limited to, amounts payable by Franchisee to Franchisor under this Agreement, shall bear interest from the date it is due and until paid in full at the lesser of eighteen percent (18%) per annum or the maximum rate permitted by law in the state in which the Franchised Location is located.

(L) Joint and Several Liabilities. If Franchisee consists of more than one individual or entity, then the liability of all such individuals or entities under this Agreement will be deemed to be joint and several.

(M) No Oral Modifications. No oral modification, change, addition, rescission, release, amendment, or waiver of this Agreement and no approval, consent, or authorization required by any provision of this Agreement may be made except by a written agreement subscribed to by a duly authorized manager, officer, governor, director, or partner of Franchisee and the president or other duly authorized manager of Franchisor.

(N) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

(O) Parties in Interest. Nothing expressed or implied in this Agreement is intended or shall be construed to confer any rights or remedies under or by reason of this Agreement upon any person or entity other than Franchisor and Franchisee and their respective heirs, personal representatives, successors, and permitted assigns. Nothing in this Agreement is intended to relieve or discharge debts, liabilities, or obligations of any third person or entity to Franchisor or Franchisee.

(P) Consent to Do Business Electronically. The parties to the Franchise Agreement hereby consent to do business electronically. Pursuant to the Uniform Electronic Transactions Act as adopted by the State of Wisconsin, the parties hereby affirm to each other that they agree with the terms of the Franchise Agreement and its Attachments, and by attaching their signature electronically to the Franchise Agreement, they are executing the document and intending to attach their electronic signature to it. Furthermore, the parties acknowledge that the other parties to the Franchise Agreement can rely on an electronic signature as the respective party's signature.

ARTICLE 20: NOTICES

All notices to Franchisor will be in writing and will be made by personal service upon a manager or governor of Franchisor or sent by prepaid registered or certified United States mail addressed to the Chief Executive Officer of Franchisor at 980 American Drive, Neenah, WI 54956 or such other place as Franchisor may designate. All notices to Franchisee, unless otherwise provided in this Agreement, will (1) be by personal service upon Franchisee (or, if applicable, upon an officer, manager, director, governor or partner of Franchisee); (2) be sent by prepaid registered or certified United States mail addressed to Franchisee at the Franchised Location, or such other address as Franchisee may designate in writing; or (3)

be given in such manner as Franchisor may determine in its sole discretion to be reasonably likely to be received by the intended recipient. Notices delivered by a recognized delivery service that requires written receipt will be deemed to have been personally served under this Agreement.

ARTICLE 21: GOVERNING LAW AND INTERPRETATION

(A) Governing Law; Severability. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, I5 U.S.C. § 1051 et seq.), this Agreement and the relationship between the parties will be governed by the laws of the state of Wisconsin. All provisions of this Agreement are severable and this Agreement will be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein and partially valid and unenforceable provisions will be enforced to the extent valid and enforceable. If any applicable law or rule of any relevant jurisdiction requires a greater prior notice of the termination of or refusal to renew this Agreement than is required hereunder or the taking of some other action not required hereunder, or if under any applicable law of any relevant jurisdiction, any provision of this Agreement or any specification, standard, or operating procedure prescribed by Franchisor is invalid or unenforceable, the prior notice or other action required by such law or rule will be substituted for the notice requirements hereof, or such invalid or unenforceable provision, specification, standard, or operating procedure will be modified to the minimum extent required to be valid and enforceable. Such modifications to this Agreement will be effective only in such jurisdiction and will be enforced as originally made and entered into in all other jurisdictions. All other provisions of this Agreement shall be enforceable as originally made and entered into upon the execution of this Agreement by Franchisor and Franchisee.

(B) Franchisor's Reasonable Business Judgment. Whenever Franchisor reserves or is deemed to have reserved discretion in a particular area or where Franchisor agrees or is deemed to be required to exercise its rights reasonably or in good faith, Franchisor will have satisfied its obligations whenever Franchisor exercises reasonable business judgment in making its decision or exercising its rights. A decision or action by Franchisor will be deemed to be the result of reasonable business judgment, even if other reasonable or even arguably preferable alternatives are available, if Franchisor's decision or action is intended, in whole or significant part, to promote or benefit the Business System generally even if the decision or action also promotes a financial or other individual interest of Franchisor. Examples of items that will promote or benefit the Business System include enhancing the value of the Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the Business System. Neither the Franchisee nor any third party (including, a trier of fact) may substitute its judgment for Franchisor's reasonable business judgment.

ARTICLE 22: ACKNOWLEDGMENTS

(A) Legal Representation. Franchisee acknowledges that this Agreement constitutes a legal document which grants certain rights to and imposes certain obligations upon Franchisee. Franchisee acknowledges that Franchisor recommended to Franchisee that Franchisee should consult an attorney or other advisor prior to the execution of this Agreement to review Franchisor's Franchise Disclosure Document and this Agreement in detail, to review the potential economic benefits, operations, and other business aspects of the Cobblestone branded hotel business, to determine compliance with franchising and other applicable laws, and to advise Franchisee regarding its economic risks, liabilities, obligations, and rights under this Agreement.

(B) Anti-Terrorism Laws. Franchisee represents and warrants that Franchisee, and all persons and entities owning (directly or indirectly) an ownership interest in Franchisee and all personal guarantors:

(1) are not, and shall not become, a person or entity with whom Franchisor is restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; (2) are not knowingly engaged in, and shall not engage

in, any dealings or transactions or be otherwise associated with such persons or entities described in (1) above; and (3) are not, and shall not become, a person or entity whose activities are regulated by the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders thereunder.

IN WITNESS WHEREOF, Franchisor, Franchisee and the shareholders, partners, members, or other owners of Franchisee have respectively signed this Agreement as of the Effective Date.

FRANCHISOR: COBBLESTONE HOTELS, LLC a Wisconsin limited liability company	FRANCHISEE: _____ _____
By: _____ Name: Kim Wogernese Title: Managing Member	By: _____ Name: _____ Title: _____
Date: _____	Date: _____

ATTACHMENT 1

HOTEL SPECIFIC INFORMATION

FRANCHISED LOCATION:

_____

_____

_____

(If the exact street address is not known at the time this Agreement is signed, the street address shall be left blank at time of execution and inserted by the parties when it is known. Franchisee shall select the site for the hotel at a location within the Protected Area in accordance with Article 18 of this Agreement.)

1. FRANCHISED NAME:

2. NUMBER OF ROOMS:

3. PROTECTED AREA OF PROTECTION:

5-mile radius around the Franchised Location

The Protected Area is determined by Franchisor in its sole and absolute discretion. In the event of any inconsistency between this Exhibit and the cover page of the Franchise Agreement, this Exhibit controls.

ATTACHMENT 2 – CLOSING ADDENDUM

As you know, Franchisee ("you") and Franchisor ("we" or "us") are entering into a Franchise Agreement for the operation of a "Cobblestone Inn & Suites®", "Cobblestone Suites™" or "Cobblestone Hotel & Suites®". The purpose of this Closing Addendum is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate, or misleading, and to be certain that you understand the limitations on claims that may be made by you regarding the offer and sale of the franchise and operation of your business. Please review each of the following questions carefully and provide honest responses to each question.

Acknowledgments and Representations

1. Did you receive a copy of our Disclosure Document (and all exhibits and attachments) at least 14 calendar days before signing the Franchise Agreement?

   Check one: ( ) Yes ( ) No

   If no, please comment:

_____

_____

2. Have you carefully reviewed-our Disclosure-Document and Franchise-Agreement?

   Check one: ( ) Yes ( ) No

   If no, please comment:

_____

_____

3. Did you receive a copy of the Franchise Agreement that was substantially the same as the Franchise Agreement that you signed (except for fill-in-the-blank provisions or negotiated changes initiated by you) at least 7 calendar days before the date on which the Franchise Agreement was signed?

   Check one: ( ) Yes ( ) No

   If no, please comment:

_____

_____

4. Did you review and understand all the information contained in both the Disclosure Document and Franchise Agreement?

   Check one: ( ) Yes ( ) No

   If no, please comment:

_____

_____

5. Were you given the opportunity to consult with an attorney regarding the Disclosure Document and Franchise Agreement?

   Check one: ( ) Yes ( ) No

   If yes, state your attorney's name and contact info:

_____

_____

6. Was any representation of any kind made to you that contradicted the statements made in the Disclosure Document?

   Check one: ( ) Yes ( ) No

   If yes, please comment:

_____

_____

7. Did any employee or other person speaking on behalf of Cobblestone Hotels, LLC make any statement, promise or representation to you that stated, suggested, predicted or project regarding past or potential sales, revenues, earnings, income or profit levels at any Cobblestone branded hotel, or the likelihood of success at your franchised hotel other than the information contained in Item 19 our Disclosure Document?

   Check one: ( ) Yes ( ) No

   If yes, please state in detail the nature of the representation:

_____

_____

8. Do you understand that your franchised hotel will have a limited Protected Area and that Cobblestone Hotels, LLC can and may locate another Cobblestone branded hotel anywhere outside the limited Protected Area and that Cobblestone Hotels, LLC and its affiliates have the right, both within and outside of your Protected Area to: (1) distribute products or services through alternative channels of distribution (including the Internet or any other existing or future form of electronic commerce) under the "Cobblestone" trademarks; and (2) license or operate other lodging properties using trade names other than the "Cobblestone" trademarks either within your Protected Area, or outside of your Protected Area, even if such lodging properties offer services similar to those offered at your Cobblestone branded hotel?

   Check one: ( ) Yes ( ) No

   If no, please comment:

_____

_____

9. Are you a party to any other agreement that would prevent you from becoming a Cobblestone Hotels, LLC franchisee at the Franchised Location stated in the Franchise Agreement (e.g., a franchise agreement with a different hotel brand)?

   Check one: ( ) Yes ( ) No

   If yes, please comment:

_____

_____

Your answers are important to us and we will rely on them. By signing this Closing Addendum, you are representing that you have considered each question carefully and responded truthfully to the above questions. If more space is needed for any answer, continue on a separate sheet and attach.

*These representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Illinois Franchise Disclosure Act or the Maryland Franchise Registration and Disclosure Law.

NOTE: If the Franchisee is a corporation, partnership, limited liability company, or other entity, each of its personal guarantors must execute this acknowledgment.

Signature	Signature
Name (printed or typed)	Name (printed or typed)
Address	Address
City, State, Zip Code	City, State, Zip Code
Telephone	Telephone
Signature	Signature
Name (printed or typed)	Name (printed or typed)
Address	Address
City, State, Zip Code	City, State, Zip Code
Telephone	Telephone

ATTACHMENT 3 – NEW Construction ADA Certification Form

I. Hotel Information

Property Name: _____

Street Address: _____

City/State/Zip: _____

II. Inspection Questions:

A. Did you complete the Accessibility Certification Checklist ("ACC") for the place of lodging in section I? □ Yes □ No

B. Did you answer "Yes" or "Not Applicable" accurately to all of the questions on the "ACC"? □ Yes □ No

C. Did you inspect the place of lodging before completing the "ACC" and this Certification form? □ Yes □ No

D. Have you reviewed all of the ADA Regulations in 28 C.F.R, pt. 36 including the Standards for Accessible Design in Appendix A – the ADA Standards- that are applicable to places of lodging? □ Yes □ No

E. Does the place of lodging comply with all applicable ADA Standards? □ Yes □ No

III. Architect's Certification:

I am either the Architect of Record or an Architect hired to provide advice on the ADA compliance for the place of lodging identified above. By signing below, I certify the answers to the questions on this page and the Accessibility Certification Checklist is true and accurate to the best of my knowledge, information, and belief.

_____

Architect Signature Date

_____

Printed Name

_____

Firm

_____

Address

_____

City / State / Zip

_____

Telephone Number State Registration Number

a. Contractors Certification:

I am the General Contractor for the place of lodging identified above. By signing below, I certify the answers to the questions on this page and the Accessibility Certification Checklist is true and accurate to the best of my knowledge, information, and belief.

_____

Contractor Signature Date

_____

Printed Name

_____

Firm

_____

Address

_____

City / State / Zip

_____

Telephone Number State License Number

ATTACHMENT 4
PERSONAL GUARANTY

In consideration of the execution by COBBLESTONE HOTELS, LLC ("**Franchisor**") of the Franchise Agreement (the "**Franchise Agreement**"), dated_____between Franchisor and _____, (**Franchisee**") and for other good and valuable consideration, each of the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby absolutely and unconditionally Guaranty the payment of all amounts and the performance of all of the covenants, terms, conditions, agreements and undertakings contained and set forth in said Franchise Agreement and in any other agreement(s) by and between Franchisee and Franchisor.

If more than one (1) person has executed this Guaranty, the term "the undersigned", as used herein, shall refer to each such person, and the liability of each of the undersigned hereunder shall be joint and several and primary as sureties.

The undersigned, individually and jointly, hereby agree to be personally bound by each and every covenant, term, condition, agreement and undertaking contained and set forth in said Franchise Agreement and any other agreement(s) by and between Franchisee and Franchisor, and agree that this Guaranty shall be construed as though the undersigned and each of them executed agreement(s) containing the identical terms and conditions of the Franchise Agreement and any other agreement(s) by and between Franchisee and Franchisor.

The undersigned hereby agree, furthermore, that without the consent of or notice to any of the undersigned and without affecting any of the obligations of the undersigned hereunder:

(a) any term, covenant or condition of the Franchise Agreement may be amended, compromised, released or otherwise altered by Franchisor and Franchisee, and the undersigned do Guaranty and promise to perform all the obligations of Franchisee under the Agreement as so amended, compromised, released or altered; (b) any guarantor of or party to the Franchise Agreement may be released, substituted or added; (c) any right or remedy under the Agreement, this Guaranty or any other instrument or agreement between Franchisor and Franchisee may be exercised, not exercised, impaired, modified, limited, destroyed or suspended; and, (d) Franchisor or any other person may deal in any manner with Franchisee, any of the undersigned, any party to the Franchise Agreement or any other person.

Should Franchisee be in breach or default under the Franchise Agreement or any other agreement(s) by and between Franchisee and Franchisor, Franchisor may proceed directly against any or each of the undersigned without first proceeding against Franchisee and without proceeding against or naming in such suit any other Franchisee, signatory to the Franchise Agreement or any others of the undersigned.

Notice to or demand upon Franchisee or any of the undersigned shall be deemed notice to or demand upon Franchisee and all of the undersigned, and no notice or demand need be made to or upon any or all of the undersigned. The cessation of or release from liability of Franchisee or any of the undersigned shall not relieve any other Guarantors from liability hereunder, under the Franchise Agreement, or under any other agreement(s) between Franchisor and Franchisee, except to the extent that the breach or default has been remedied or moneys owed have been paid.

Any waiver, extension of time or other indulgence granted by Franchisor or its agents, successors or assigns, with respect to the Franchise Agreement or any other agreement(s) by and between Franchisee and Franchisor, shall in no way modify or amend this Guaranty, which shall be continuing, absolute, unconditional and irrevocable.

It is understood and agreed by the undersigned that the provisions, covenants and conditions of this Guaranty shall inure to the benefit of the Franchisor, its successors and assigns. This Guaranty may be assigned by Franchisor voluntarily or by operation of law without reducing or modifying the liability of the undersigned hereunder.

Should any one (1) or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

IN WITNESS WHEREOF, each of the undersigned has executed this Guaranty Effective as of the date of theFranchise Agreement.

Date:_____	Signature:_____ Printed Name: _____
Date:_____	Signature:_____ Printed Name: _____
Date:_____	Signature:_____ Printed Name: _____
Date:_____	Signature:_____ Printed Name: _____
Date:_____	Signature:_____ Printed Name: _____
Date:_____	Signature:_____ Printed Name: _____
Date:_____	Signature:_____ Printed Name: _____
Date:_____	Signature:_____ Printed Name: _____

ATTACHMENT 5
State Specific Addendum
If applicable

ATTACHMENT 6
ACH

430 West Division Avenue, Barron, WI 54812

ACH Debit Authorization

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS

I authorize Cobblestone, hereinafter called COMPANY, to initiate debit entries to my account at the Depository Financial Institution named below, hereinafter called DEPOSITORY. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. This account may be charged for all future payments of all fees as indicated in my Franchise agreement.

Depository (Bank) Name: _____

Branch: _____

City: _____ **State:** _____ **Zip:** _____

Checking Account _____ Savings Account ____

Routing Number *(9 Digits)*:_____ **Account Number:** _____

Frequency: Monthly **Start date:** _____

This authorization is to remain in full force and effect until COMPANY has received written notification from me of its termination at least thirty days prior to the next billing date.

Name: _____
(Please Print)

Signature: _____ **Date:**_____

Please attach a VOIDED CHECK to this authorization if a checking account will be debited.

CENTRAL RESERVATION TECHNOLOGY ADDENDUM

EXHIBIT E TO THE DISCLOSURE DOCUMENT

TECHNOLOGY ADDENDUM TO FRANCHISE AGREEMENT
CENTRAL RESERVATION SYSTEM

THIS TECHNOLOGY ADDENDUM TO FRANCHISE AGREEMENT ("Addendum"), effective as of the date last executed below ("Effective Date"), by and between Cobblestone Hotels, LLC, a Wisconsin limited liability company ("Cobblestone") and _____ ("Franchisee").

RECITALS

WHEREAS, Cobblestone and Franchisee have previously entered into a Franchise Agreement (the "Franchise Agreement") whereby Cobblestone granted Franchisee a license to operate a Cobblestone branded lodging facility at _____ ("Franchised Location") using the Cobblestone system;

WHEREAS, pursuant to its rights under Article 6(V)(1) of the Franchise Agreement, Cobblestone requires that Franchisee shall use exclusively for the Franchised Location the central reservations system and services ("CRS") designated by Cobblestone;

WHEREAS, Sabre Hospitality Solutions, a division of Sabre GLBL, Inc. ("Sabre") is in the business of offering a central reservation system ("Licensed Software");

WHEREAS, Cobblestone has entered into a Master License Agreement with Sabre ("Cobblestone License"), pursuant to which Sabre has agreed to offer Licensed Software to Cobblestone branded lodging facilities; and

WHEREAS, Franchisee desires to use the Licensed Software in connection with the operation of the Franchised Location.

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein and made a part hereof, the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cobblestone and Franchisee covenant, warrant and agree as follows:

1. **Set-Up Fee**. Franchisee shall remit to Cobblestone when invoiced a one-time fee in the amount of two thousand and no/100 dollars ($2,000.00) for the costs associated with the initial set-up and implementation of the Licensed Software at the Franchised Location. Initial set-up and implementation include GDS/IDS, Guest Connect Flex booking Engine, Mobile Booking Engine, and Property Integration with 2-way standard PMS.

2. **Monthly Fee**. Franchisee shall remit to Cobblestone when invoiced a monthly fee in the amount of eight hundred twenty and no/100 dollars ($820.00) in consideration for Cobblestone granting Franchisee the right to use the Licensed Software at the Franchised Location. Monthly Fees may be increased by Cobblestone at any time.

3. **Grant**. Cobblestone hereby grants to Franchisee the right to access the Licensed Software and use the same in the operation of the Property. The rights herein granted to Franchisee are conditioned upon Franchisee's strict compliance with the License Terms and Conditions attached hereto as Attachment A. Franchisee and Cobblestone shall be mutually bound by the License Terms and Conditions and, to the extent that the provisions of the License Terms and Conditions apply to Franchisee's use of the Licensed Software and other services offered by Sabre, Franchisee shall assume toward Cobblestone all obligations and responsibilities Cobblestone, under the Cobblestone License, assumes toward Sabre. Cobblestone shall have the benefit of all rights, remedies and redress against Franchisee that Sabre, under the Cobblestone License, has against Cobblestone. Where a provision of the Cobblestone License is inconsistent with a provision of this Addendum, this Addendum shall govern. Franchisee acknowledges and agrees that, in addition to the other rights granted to Cobblestone under the Franchise Agreement, upon the occurrence of a breach of the License Terms and Conditions or of the Franchise Agreement by Franchisee, Cobblestone has the right to immediately suspend Franchisee's participation in the Licensed Software until such breach has been cured to Cobblestone's reasonable satisfaction. A reactivation fee of $2,000 will be assessed if service is disconnected due to breach.

4. **Term of Grant**. The rights granted hereunder shall be coterminous with that of the Cobblestone License. Notwithstanding the foregoing, the rights granted to Franchisee hereunder shall automatically terminate upon termination or expiration of the Franchise Agreement.

5. **No Warranty.** Franchisee expressly understands and agrees that Cobblestone shall not be liable for any loss or damage whatsoever (direct, indirect, punitive, actual, consequential, incidental, special, or otherwise)

resulting from any omission in the content or performance of, or any inability to access or use the Licensed Software, regardless of the basis upon which liability is claimed, even if Cobblestone has been advised of the possibility of such loss or damage. Cobblestone makes no representation or warranty, express or implied, that the Licensed Software will meet Franchisee's requirements or that they will be uninterrupted, timely, secure, or error free; nor does Cobblestone make any warranty as to the results that may be obtained from the use of the Licensed Software or as to the accuracy, completeness, timeliness, or reliability of any information obtained through or posted on such systems or services. Cobblestone shall not be responsible for any problems or technical malfunctions of the Licensed Software, including any problems or technical malfunctions of any telephone network or lines, computer on-line systems, servers, Internet access providers, computer equipment, software, or any combination thereof, including any injury or damage to the computer of Franchisee or any other person as a result of using the Licensed Software and/or other services. Franchisee acknowledges that the Licensed Software and other services are being provided to Franchisee "as-is".

6. **Indemnification**. In addition to the indemnification obligations of Franchisee under Article 15(B) of the Franchise Agreement, Franchisee shall indemnify Cobblestone against and shall reimburse Cobblestone upon demand for any and all losses, costs, expenses (including without limitation, reasonable attorneys' fees, disbursements of counsel, investigation expenses, expert witness fees, court costs, deposition expenses, and travel and living expenses), liabilities, damages, fines, penalties, charges, assessments, judgments, settlements, claims, causes of action, and other obligations of any nature whatsoever that Cobblestone may at any time, directly or indirectly, suffer, sustain or incur, arising out of, based upon or resulting from the breach by Franchisee of the License Terms and Conditions. Cobblestone will always have the right to defend any claim made against it with respect to which it is entitled to indemnification hereunder and Franchisee shall reimburse Cobblestone upon demand for any and all costs and expenses, including reasonable attorneys' fees incurred by Cobblestone in connection therewith.

7. **Full Force and Effect**. Except as amended by this Addendum, the Agreement and all prior Addendums remain in full force and effect.

8. **Conflict**. In the event of conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

9. **Defined Terms**. Capitalized terms used, but not otherwise defined in this Addendum shall be given the meaning given said terms in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Central Reservation System Technology Addendum to Franchise Agreement as of the date first written above.

COBBLESTONE HOTELS, LLC a Wisconsin limited liability company	FRANCHISEE: _____
By: _____ Name: Kim Wogernese Title: Managing Member	By: _____ Name: _____ Title: _____
Date: _____	Date: _____

ATTACHMENT A

Terms and Conditions

1. **Access Rights.** SHS grants to Customer for use by Customer's Properties indicated on the Agreement or added to this Agreement at a later time, a limited, nonexclusive license to access and use the SynXis Central Reservation System during the Term. Customer may not sublicense the SynXis CRS unless Customer has received written permission from SHS. This license is revocable in the event of the Termination of this Agreement or in the event of a breach of this Agreement by Customer.

2. **SHS Undertakings.**

A. SHS will provide Customer with unlimited access to SHS Control Center, on-line tutorials and an initial telephone training session by SHS professionals. Customer will have full usage of customer support and standard reports. Additionally, SHS will provide Customer account management services which are normally and usually provided to a SHS customer at no additional cost. On-site, teleconference, or specially arranged training can be arranged for an additional cost.

B. The set-up and implementation fees indicated on Page 1 include standard implementation services. If Customer requires the services of a Technician for set-up, interface installation, development and professional services, Guest Connect Booking Engine or any API installation or creation of special reports, a charge of $175 per hour per Technician shall apply plus any necessary travel and lodging expense pursuant to SHS' travel policy. SHS will advise Customer of any such Technician fees prior to performing any work for which these fees apply. The minimum charge for an on-site Technician is $500.

C. SHS provides a number of standard interfaces to most standard Property Management Systems that allow the electronic transfer of reservation information from the SynXis CRS to the PMS system. Note that additional charges may apply for a nonstandard interface. PMS providers also may assess PMS interface implementation and maintenance charges. The interface cannot become fully functional without the cooperation of Customer's PMS provider and any target operational date for the interface is dependent upon the PMS provider's completion of functionality to receive and process data from SHS.

D. In the event that Customer has requested and SHS has approved an enhancement, the applicable development rates will be applied. Any such requests will follow the SHS development process. Development rates are subject to change at anytime.

3. **SynXis CRS Training Courses, Property Certification, and Support Fees.**

A. Overview. SHS offers training courses to ensure that each person at the Property assigned a log-in ("User") is able to utilize the SynXis CRS effectively. The Support Fee is waived for those Properties that successfully complete Certification Minimums for SynXis CRS Training (achieving "Certification") prior to the first Operational Date for such Property, and maintain Certification status throughout the Term and any Renewal Term. Once achieved, Certification is good for one (1) year from the Operational Date. Certification Minimums will be met for each Property when 75% of log-ins assigned to the Property have successfully completed the assigned Training.

B. Waiver of Support Fee. Should a Property achieve Certification prior to the Operational Date, then SHS will not charge the Support Fee for such ,P.roperty for one (1) year measured from the Operational Date. After the first year, Properties must meet Re-Certification Minimums each subsequent year, measured from the anniversary of the Operational Date during the Term and any Renewal Term, in order for the Support Fee to be waived.

C. Commencement of Support Fee. The Support Fee will commence on the Operational Date for those Properties that have not met Certification Minimums, until Certification is achieved. The Support Fee will be charged in full each month, and will not be pro-rated or refunded. Once Certification Minimums are met, SHS will cease·charging the Support Fee for the month following the date on which Certification is achieved. Should the Training for Re-Certification not be completed by the anniversary of the Operational Date each subsequent year, then the Support Fee will be imposed until Certification Minimums are met.

D. New, Revised and Terminated Users. New Users at a Property will be required to meet Certification Minimums, but once a Property has been designated as "Certified" then such Certification will remain. in place regardless·of turnover at the Property, for the remainder of the first year, or subsequent year, as the case may be. Customer is responsible for ensuring that each Property's training roster is current at all times; Customer will send roster changes to SHSTraining@sabre.com, advising of any additions, terminations, or changes to User roles.

4. Billing and Payment. SHS will bill Customer monthly. Failure by SHS to invoice Customer promptly for any SHS Service does not constitute a waiver by SHS of its right to invoice Customer at a later time. Customer agrees to pay SHS for all undisputed charges (which dispute must be raised by Customer in writing to SHS within 30 days of receipt of the invoice) for all Customer's Properties that use SHS Services within thirty (30) days of the date of SHS' invoice. A late charge of 1½% per month (or the maximum provided by law, if less) will apply to undisputed past due amounts. A reactivation fee of $250 per Property will be assessed if service is disconnected due to non-payment. In the event Customer adds a Property as a user or a Property uses a Booking Channel to book reservations or uses any other feature of the SynXis CRS, without notifying SHS of the added Property or of such new use, Customer will pay Set-Up Fees and all Fees and Charges for such use at SHS' standard pricing for such service at the time of use.

5. Term. The initial term of this Agreement is three (3) years commencing on the Effective Date (the "Term"). This Agreement shall automatically renew for successive renewal Terms of three (3) years each unless written notice of termination is given by either party to the other at least ninety (90) days prior to the end of any Term.

6. Exclusivity. Customer agrees to use exclusively SynXis CRS for booking all reservations originating through the Global Distribution System, the Internet Distribution System, and, if using the Guest Connect Booking Engine, the Property's website for all Customer's Properties.

7. Fee Increases. During the Initial three-year Term, SHS will not increase fees under this Section. Thereafter, SHS will increase pricing up to three percent (3%) after each anniversary of the Effective Date during any Renewal Term.

8. Third Party Fees and Fee Increases.

A. The fees and charges for third-party providers, including but not limited to GOS, IDS, switch, Travel Industry ID fees, and connecting interface usage, may be increased at any time those fees and charges to SHS are increased. These increases are in addition to the annual fee increases allowed by the preceding paragraph.

B. Certain third parties may charge SHS for additional services on behalf of Customer during the implementation process, or for work requested by Customer during the Term of this Agreement. SHS will bill these charges to Customer at our cost.

9. Net Reservation Fees. Reservation fees are calculated on the basis of the total of the reservations made through each booking or delivery channel during a calendar month less cancellations through that channel during the same calendar month ("Net Reservations"), and are billed based on the date the reservation is confirmed. Cancellations must be entered in the booking channel in which the reservation was confirmed in order to be credited. Note that cancellations directed to the reservation center or front desk cannot be credited unless they are entered in the channel in which the reservation was booked. SHS cannot issue Customer credits for reservation fees for no-shows.

10. Termination. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured after sixty (60) days following written notice to the defaulting party of the breach. In the event Customer does not pay when due, SHS shall have the right, with at least ten (10) days prior notice to Customer, to suspend access to SHS Services until satisfactory arrangements for the payment of current and future billings is made. If Customer does not use the SynXis CRS within ninety days of the Effective Date, SHS shall have the right to terminate this Agreement or to implement increased pricing. Upon expiration or termination of this Agreement, Customer shall cease to utilize SynXis CRS.

11. Early Termination Fee. Customer will remain liable for all amounts due to SHS under this Agreement if this Agreement is terminated. In the event this Agreement is terminated prior to the expiration of any Term for any reason other than due to a material breach of the Agreement by SHS, Customer agrees to pay a termination fee equal to the average of the monthly payments due under this Agreement multiplied by the number of months remaining in the Term. Customer may remove a Property at any time without penalty, with at least thirty (30) days prior notice to SHS, in the event of any of the following: a) a change of Property ownership, b) Customer is no longer contracted with the Property for management and/or marketing services, or c) the Property becomes franchised with a brand unrelated to Customer.

12. Confirmation of Reservations, Honoring Reservations, Commissions and Customer Service Issues.

A. SHS will offer a Property's rooms for bookings sale under a proprietary Chain Code (currently YX in all GDS's) using the availability, rates and descriptive content supplied or entered into the SynXis CRS by Customer or the Property. SHS will issue a confirmation for all reservation requests made through the GOS, the IDS and Guest Connect Booking Engine, or through any other reservation accepting function of the SynXis CRS at the rates and availability entered or supplied by Customer or a Property. Customer and any Property agree that each has the obligation to keep all hotel information current, up-to-date and accurate in all databases and to keep the holder of a confirmed reservation (or his agent or representative) informed of any developments affecting the reservation.

B. Customer and each Property understand and agree with SHS and with the holder of a reservation confirmed on behalf of a Property through the SHS system, to honor the confirmed reservation at the rate, terms and for

the period of the stay so confirmed. Customer and each Property agree that each wiil be responsible to obtain comparable accommodations, goods or services, at no greater cost, for any holder of a reservation for whom a booking has been confirmed and for whom no accommodations, goods and/or services are available upon the terms confirmed upon arrival. Customer and each Property also agree to cover the reasonable expenses incurred by the guest in obtaining such accommodations and services. Customer and the Property agree to indemnify and hold SHS harmless from any liability in connection with Customer's or a Property's failure to honor a confirmed reservation, or any costs a holder of a reservation is improperly charged, and in the event SHS makes any payment to or enters into settlement with, a holder of a reservation with respect to a claim that the Customer or a Property failed to provide accommodations, goods or services as confirmed, or charged a holder of a reservation improperly, and Customer and the Property will immediately, on demand, pay such amounts to SHS.

C. Commission payments on rates designated as commissionable should be paid by Customer within 30 to 60 days from guest departure. Customer is responsible for resolving all commission disputes directly with guests, travel agencies, GDS's, and other stakeholders.

D. Customer will work with SHS Customer Care to resolve customer service issues in an expeditious and timely manner. SHS may choose to pay travel agencies, guests, GDS's, or other stakeholders on cases that remain unresolved for more than 45 days. SHS will recoup any monies it pays on behalf of Customer by adding the amount of such payment to Customer's subsequent SHS invoice.

E. If Customer fails to adhere to the above outlined procedures, its distribution may be restricted through one or multiple channels.

13. Proprietary Rights. SynXis® CRS, "SynXis®", "SynXis® Control Center", "Voice Agent", and "Guest Connect^{5M}, are included within the definition "S¥nXis® Central Reservation System" and "SynXis Services." These terms and other terms are registered trademarks and/or trade names owned and used by SHS. The functions comprised within SynXis CRS are the subject of pending patent applications. SHS claims copyright protection for all software programs and content hosted via SHS' websites. SHS software documentation and copy, including all web page copy and arrangements, are subject to trademark, copyright and patent protection. Customer acknowledges that it acquires no rights or licenses with regard to SynXis CRS, website content, software and copy except as granted under this Agreement. Customer will not allow SynXis CRS to be used by any Property or facility that is not listed on or added to this Agreement and Customer will not alter any software code or use the **CRS** to avoid payment. Customer will not reproduce or decompile the software code, documentation or any other proprietary technology owned or licensed by SHS.

14. ,,Guest Information. SHS will hold, use and retain Guest Information as disclosed in the current privacy policy displayed on the SHS web site as updated from time to time.

15. Publicity. Customer may use SHS trade names, name and logo when identifying or advertising that Customer uses SHS Services in print or online advertising, press releases or publicity in accordance with the SHS name use policies in effect from time to time. With Customer's prior written consent, SHS may use Customer's name, logo and Property descriptions including number of rooms and Properties by name in print or online advertising, press releases or publiclty. Additionally, Customer grants to SHS a non-exclusive, worldwide, royalty-free license to use digital images, which may include digital film clip(s), animation, audio clip(s) and associated material ("Images") related to a Property (including, but not limited to, a picture that accurately depicts the exterior of the Property and pictures that accurately depict each room type), and the right to allow SHS to re-license or sob-license such to the GDS's, IDS's and others who further distribute the Property description and reservations. Customer warrants that it is the owner or otherwise has the right to provide this license grant and that such Images accurately depict the Property. Customer shall maintain the timeliness and the accuracy of all Images supplied hereunder.

16. Taxes. Customer will be responsible for and will reimburse and indemnify SHS for all taxes or similar charges (including, without limitation, penalties, interest, additions to tax and similar amounts), whether federal, state, local, foreign or otherwise, including without limitation withholding taxes, which are related to this Agreement or to payments made under this Agreement, other than taxes imposed on the net income of SHS (collectively, "Taxes"). All payments due to SHS under this Agreement shall be made free and clear of any Taxes. If Customer is required by law to make any deduction or withholding of Taxes from any payment due to SHS under this Agreement, Customer will (i) timely and property prepare and submit any necessary filings and remit such Taxes to the appropriate taxing authority, (ii) provide SHS with governmental receipts evidencing Customer's withholding and payment to the appropriate tax authorities in a timely manner and (iii) increase each payment related to this Agreement to the extent necessary to ensure that SHS actually receives the amount that SHS would have received if such payment had not been subject to Taxes.

17. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, REVENUE OR SAVINGS) ARISING OUT OF CUSTOMER'S USE OF SHS SERVICES WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE PARTY HAD BEEN ADVISED OF, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THEREOF. IN NO EVENT WILL THE LIABILITY OF EITHER PARTY FOR ANY REASON EXCEED THE AMOUNT DUE AND PAYABLE TO SHS UNDER THIS AGREEMENT DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE CLAIM. NO CLAIM MAY BE BROUGHT MORE THAN 24 MONTHS AFTER THE CLAIMING PARTY KNEW OF OR REASONABLY SHOULD HAVE KNOWN OF THE CLAIM, REGARDLESS OF WHETHER SUCH **PARTY** HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18. Mutual and Specific Indemnities. Each party (the "indemnifying party') agrees to indemnify and hold the other (the "indemnified party") harmless against any suit, claim, damages and expense (including reasonable attorneys' fees) by reason of any personal bodily injuries or tangible property damage which the indemnified party may incur as the result of the indemnifying party's gross negligence or willful misconduct in the course of the performance of this Agreement.

19. DISCLAIMER OF WARRANTIES. SHS SERVICES ARE PROVIDED "AS IS". SHS MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT SHALL BE DEEMED A WARRANTY FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF SHS WHATSOEVER. THE PARTIES AGREE AND ACKNOWLEDGE THAT THIS PROVISION IS MATERIAL TO THE AGREEMENT AND IS A SIGNIFICANT CONSIDERATION IN SHS' WILLINGNESS TO ENTER INTO THIS AGREEMENT.

20. **Confidentiality.**

A. The Confidential Information of each party, including SHS, Customer, and Customer's Properties, will remain its sole property. All Confidential Information shall be held and protected by the recipient in strict confidence, and shall be used by the recipient only as required to render performance or to exercise rights and remedies under this Agreement. Each party will protect the other party's Confidential Information from unauthorized use, access or disclosure with the same measures that the recipient takes to protect its own proprietary information of like importance, but in no event less than reasonable care. No Confidential Information will be disclosed to any third party by the recipient party without the prior written consent of the disclosing party, except that each party may disclose this Agreement and the other party's Confidential Information to its affiliates and their respective directors, employees, attorneys, agents, auditors, insurers and subcontractors who require access to such information in connection with their employment or engagement and who are obligated to keep such information confidential in a manner no less restrictive than set forth in this Section. The party employing or engaging such persons is responsible and liable for their compliance with such confidentiality obligations. Customer agrees to hold all the terms, fees, prices, transactional and billing details, and contents of this Agreement in strict confidence. Customer may disclose the terms of the Agreement to their responsible employees, advisors and consultants with a bona fide need to know who agree to maintain confidentiality.

B. Required Disclosures. Each party may disclose the Confidential Information of the other party in response to a request for disclosure by a court or another governmental authority, including a subpoena, court order, or audit-related request by a taxing authority, if that party; (i) promptly notifies the other party of the terms and the circumstances of that request, (ii) consults with the other party, and cooperates with the other party's reasonable requests to resist or narrow that request, (iii) furnishes only information that, according to written advice of its legal counsel, that party is legally compelled to disclose,.and (iv) uses reasonable efforts to obtain an order or other reliable assurance that confidential treatment will be accorded the information disclosed.

21. **Governing Law and Compliance with Law.**

A. This Agreement and any dispute arising hereunder shall be construed in accordance with the procedural, evidentiary and substantive laws of the State of Texas without regard to principles of conflict of laws. This Agreement will not be governed by the U.N. Convention on the International Sale of Goods, the application of which is expressly excluded. The parties consent to the jurisdiction of, and agree that the exclusive venue for any litigation arising hereunder shall be, the federal or state courts in Tarrant County, Texas. Each party waives any objection which it may have to the laying of venue of any suit, action or proceeding

arising out of or relating to this Agreement in such courts. Notwithstanding anything herein to the contrary, in the event of an actual or threatened breach of the use restrictions placed on the SynXis CRS or related software or the Confidentiality provisions contained herein, the non-breaching party will be entitled, without waiving any other rights and remedies and without obligation to post a bond, to such injunctive or equitable relief as *may* be deemed proper by a court of competent jurisdiction.

B.Customer agrees to comply with applicable U.S. and foreign laws and regulations in its performance of this Agreement, including import and export laws. Providing services to, or for use by any person, entity or country on the U.S. Department of Commerce Denied Persons List or the U.S. Department of Treasury's lists of Specially Designated Nationals, Specially Designated Narcotics Traffickers or Specially Designated Terrorists, is prohibited, and shall be a material breach of the Agreement.

22. Assignment. Customer *may* not assign, transfer, license, sublicense, delegate or otherwise convey any of Customer's rights or obligations under this Agreement without notification to SHS. In the event of any assignment, the assignor shall remain liable for the assignee's continuing performance. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and assigns.

23. **Severability.** In the event that any provision of this Agreement is found invalid or unenforceable pursuant to a judicial decision, the remainder of this Agreement shall remain valid and enforceable.

24. **Survival.** All provisions of this Agreement relating to payment, confidentiality, nondisclosure, and proprietary rights shall survive the Termination of this Agreement.

25. **Notice.** Any notice under this Agreement shall be in writing and shall be deemed given when received and may be delivered (i) by hand, fax or email, (ii) by mail, in Official Government Mail, postage prepaid, or (iii) by overnight delivery service.

26. **Entire Agreement.** This Agreement is the complete agreement of the Parties and supersedes all prior oral or written agreements, contracts, proposals, understandings, offers and discussions. This Agreement may not be modified or altered except by written instrument executed by both Parties.

27. **Third Party Providers.** SHS offers some reservation distribution services through third-party providers that may require Customer to enter into an additional, separate agreement, in order to participate in certain programs or services. Customer acknowledges that participation in such third-party programs or services remains at the discretion of the third-party provider. In addition, SHS may depend on contractual relationships with third party providers for products and services offered to Customer. In the event that a contract upon which SHS relies for any service or product terminates, SHS will use commercially reasonable efforts to provide such product and/or service itself or through another provider. SHS may, however, suspend or terminate any such product or service, without liability to SHS, if unable to provide a substantially equivalent alternative. Customer shall have no further obligation to pay for any such suspended or terminated product and/or service and Customer may contract directly with another provider for such products and services.

28. **Force Majeure.** No party shall be liable to any other party for any delay or failure to perform due to causes beyond its control including, without limitation, fire, flood, wind, lightning, strike, work stoppage, war, insurrection or terrorist acts, failure of any local, state, national or international telecommunications carrier, GOS, IDS, computer hosting facility or Switch Provider to provide reservation messaging or connectivity, or act of God or public enemy.

29. **Offer Expiration.** This offer for services at the pricing contained herein will be null and void if this Agreement is not signed and returned to SHS within sixty (60) days of issuance.

List of SHS Product Descriptions:

a. Subscription Fee for SynXis CRS, Customer Support, and Account Management. The SynXis CRS and Control Center provide Customer with the basic operating system necessary for reservation management. SHS will also provide Customer with account management services and 24/7 system support.

b. Global Distribution System ("GDS") Channel. This booking channel provides Customer with reservations originating from travel agents and users of the Sabre, Amadeus, and Travelport reservation networks and Internet sites using the GDS. GDS reservations are subject to commission payable by the Property after each completed stay.

c. Internet Reservation Channel ("Internet Distribution System" or "IDS"). Connects Customer to Pegasus ADS (alternate distribution system) partners who are online travel agencies and hospitality websites. New sites offered at a later time may have different costs and an addendum may be required. The terms and costs for setting up and maintaining these connections may vary. IDS bookings also involve commissions or merchant discount fees to the originator / OTA.

d. Guest Connect Booking Engine. Allows Customer to receive reservations from Customer's website. Customer may implement URL Tracking Codes at any time (i.e. Google, Yahoo, Overture) for a fee of $100.00 per implementation. In addition, some SHS partner OTA bookings are booked viathe Guest Connect Booking Engine instead of a direct Channel Connect, therefore, the Guest Connect transaction fee will also apply for such OTA's.

e. Guest Connect Flex With Mobile Booking Engine. Includes the Guest Connect Booking Engine plus the mobile template and mobile booking engine. Subsequent shell builds or redesigns are $899.00 per shell for Guest Connect Flex BE and $999.00 per shell for Guest Connect Flex With Mobile BE, and include up to 10 hours of Professional Services. Shell builds or Redesigns that require more than 10 hours of Professional Services will be charged at the standard rate of $175.00/hour for the additional hours.

f. Guest Connect Upsell. Provides the ability to sell room upgrades after a guest's initial booking is confirmed. Once an Upsell sale has been confirmed, Customer will be responsible for paying SHS the corresponding fee, regardless of subsequent changes to the reservation.

g. Voice Agent (Direct Entry Channel). Voice Agent allows Customer to enter bookings from a call center.

h. Net Rate Reservation Channel: Priceline Merchant Travelweb Program. Allows Customer to provide net rates to specified hospitality websites, travel portals and distributors. The transaction fee is waived so long as the fee to SHS is waived.

i. Channel Connect. Manage and distribute availability rates and inventory from the SynXis CRS to online distribution channels including, but not limited to, Online Travel Agencies (OTAs), Wholesalers, Tour Operators and Meta Search companies. Where applicable, receive reservations delivery via the SynXis CRS. May require additional paperwork with the OTA's; bookings may also involve commissions or fees to the originator. Channel Connect online distribution channels are subject to change and SHS reserves the right to revise the available channels for its customers at any time.

j. Channel Connect Express. Manage and distribute availability rates and inventory to online distribution channels including but not limited to Online Travel Agencies (OTAs), Wholesalers, and Tour Operators. Based on the distribution channel's technical readiness and where applicable, receive reservation delivery via the SynXis CRS. Bookings may also involve commissions or fees to the originator.

k. Property Integration: 1-Way PMS Delivery Channel. This SHS interface allows reservations to be electronically delivered from SynXis CRS to most standard Property Management Systems. See Section 2 of the Terms and Conditions for additional charges that may apply to non-standard PMS's or to special Customer requests.

l. Property Integration: 2-Way PMS Delivery Channel. Two-Way PMS integration facilitating the electronic transfer of information between the SynXis CRS and the Customer's PMS, necessary for reservation delivery, as well as rate, availability and stay control updates. See Section 2 of the Terms and Conditions for additional charges that may apply to non-standard PMS's or to special Customer requests.

m. Property Integration: 2-Way RMS Integration. SHS interface allows Customer's Revenue Management System (RMS) to send yield recommendations to the SHS System. The fee includes all maintenance by SHS to the interface. This fee does not include any implementation, licensing or maintenance fees that may be imposed by Customer's RMS Provider.

n. Corporate Lead Generation. Sabre Hotel RFP is an exclusive lead service where corporations seek hotels to participate in their travel programs.

Within the tool, Customer can negotiate, organize and report on the Property's corporate contracts.

0. Fax Notification of Reservations (Optional). If Customer desires fax notices of reservations this feature of the SynXis CRS may be used for that purpose. Fax notices may also be sent to Customer if an Email notice is not deliverable, at a fee of $0.45 perfax.

P. Travel Industry ID Reservation Processing Subscription: SHS subscribes to leading various travel agency profiles for reservation processing, including IATA/TIDs, CLIA and TRUE.

Q. Consortia Service Management (Optional). SHS provides management support and the use of SHS Services, for an annual fee, in connection with ce1iain third party systems to allow Customer to participate in programs chosen by Customer. Participation fees that are set by each program sponsor will be payable by Customer. Due to the nature of this program it involves third party participation. Prices will vary for future years and increases are not limited by the Fee Increases Section of the Terms and Conditions.

R. Support for Travel Agent Commission Processing Services (Optional). SHS monthly Support Fee for Travel Agent Commission Processing Services includes automated reservations data transfer from the SynXis CRS to a third-party commission processing service provider. Payment processingservices are available through a separate contract with a third-party provider such as Perot Systems TACS, Pegasus Commission Processing, Worldwide Payment Systems, or other future providers. The third-party payment processing services provider will invoice Customer directly for the payment processing services.

S. RezTrack. RezTrack is a tool to help hoteliers' measure online performance in order to manage, plan, and monitor online marketing initiatives such as: optimization efforts for ranking in organic search results, pay-per-click campaigns, referral traffic, media buys, E-mail marketing, or remarketing.

Definitions. Defined terms are identified through this Agreement. In addition, the following terms have the following meanings:

1. "Booking Channel" means a source, mechanism or system generating or sending inquiries and requests for bookings through SynXis CRS. A Booking Channel may include the GDS channel, IDS channel, Channel Connect, SHS' Internet booking engine ("Guest Connect Booking Engine"), direct entry reservations ("Voice Agent") or other source of guests delivered to Customer through the SynXis CRS.

2. "Confidential Information" means the terms and conditions of this Agreement, any and all applicable IP Rights, proprietary and confidential information of SHS or Customer, their affiliates, subsidiaries, successors or assigns concerning their past, present or future industrial, corporate, and trade secrets, research, development, business activities or affairs, finances, properties, methods of operation, processes and systems, and agreements related to the business of SHS or Customer disclosed under this Agreement. Confidential Information does not include any information that (1) is or becomes generally known to the public, (2) which was in the receiving party's possession or was known by it prior to receipt by the disclosing party, (3) was rightfully disclosed to the receiving party without restriction, or (4) was independently developed by a party without the use of the other party's Confidential Information.

3. "Customer Care" means customer support provided by SHS.

4. "Guest Information" is personally identifiable information of a natural person entered into the SynXis CRS with respect to a guest.

5. "Operational Date" is the date on which reservation messaging is established through the SynXis CRS. For purposes of this Agreement where Customer has more than one Property, the Operational Date is the first Operational Date for any of Customer's Properties.

PROPERTY MANAGEMENT SYSTEM TECHNOLOGY ADDENDUM

EXHIBIT F TO THE DISCLOSURE DOCUMENT

TECHNOLOGY ADDENDUM TO FRANCHISE AGREEMENT
PROPERTY MANAGEMENT SYSTEM

THIS TECHNOLOGY ADDENDUM TO FRANCHISE AGREEMENT ("Addendum"), effective as of the date last executed below ("Effective Date"), by and between Cobblestone Hotels, LLC, a Wisconsin limited liability company ("Cobblestone") and _____ ("Franchisee").

RECITALS

WHEREAS, Cobblestone and Franchisee have previously entered into a Franchise Agreement (the "Franchise Agreement") whereby Cobblestone granted Franchisee a license to operate a Cobblestone branded lodging facility at _____ ("Franchised Location") using the Cobblestone system;

WHEREAS, pursuant to its rights under Article 6(V)(2) of the Franchise Agreement, Cobblestone requires that Franchisee have a Property Management System at the Franchised Location;

WHEREAS, Stayntouch ("Stayntouch") is in the business of offering a proprietary Property Management System ("Licensed Software");

WHEREAS, Cobblestone has entered into a Master License Agreement with Stayntouch ("Cobblestone License"), pursuant to which Stayntouch has agreed to offer Licensed Software to Cobblestone branded lodging facilities; and

WHEREAS, Franchisee desires to use the Licensed Software in connection with the operation of the Franchised Location on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein and made a part hereof, the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cobblestone and Franchisee covenant, warrant and agree as follows:

1. **Set-Up Fee**. Franchisee shall remit to Cobblestone a one-time fee in the amount of fifteen thousand and no/100 dollars ($15,000.00) for the costs associated with the initial set-up and implementation of the Licensed Software at the Franchised Location.

2. **Monthly Fee**. Franchisee shall remit to Cobblestone a monthly fee in the amount of (i) one hundred ninety-five and no/100 dollars ($195.00) plus (ii) $4.85 per room/per month in consideration for Cobblestone granting Franchisee the right to use the Licensed Software at the Franchised Location. Additionally, in the event Franchisee elects to incorporate optional Stayntouch platforms, the monthly fee shall be increased by $0.50 per room/per month for the mobile check-in platform and by $2.50 per room/per month for the kiosk platform. Monthly fees may be increased by Cobblestone at any time.

3. **Grant**. Cobblestone hereby grants to Franchisee the right to access the Licensed Software and use the same in the operation of the Property. The rights herein granted to Franchisee are conditioned upon Franchisee's strict compliance with the License Terms and Conditions attached hereto as Attachment A. Franchisee and Cobblestone shall be mutually bound by the License Terms and Conditions and, to the extent that the provisions of the License Terms and Conditions apply to Franchisee's use of the Licensed Software and other services offered by Stayntouch, Franchisee shall assume toward Cobblestone all obligations and responsibilities Cobblestone, under the Cobblestone License, assumes toward Stayntouch. Cobblestone shall have the benefit of all rights, remedies and redress against Franchisee that Stayntouch, under the Cobblestone License, has against Cobblestone. Where a provision of the Cobblestone License is inconsistent with a provision of this Addendum, this Addendum shall govern. Franchisee acknowledges and agrees that, in addition to the other rights granted to Cobblestone under the Franchise Agreement, upon the occurrence of a breach of the License Terms and Conditions or of the Franchise Agreement by Franchisee, Cobblestone has the right to immediately suspend Franchisee's participation in the Licensed Software until such breach has been cured to Cobblestone's reasonable satisfaction. A reactivation fee of $2,000 will be assessed if service is disconnected due to breach.

4. **Term of Grant**. The rights granted hereunder shall be coterminous with that of the Cobblestone License. Notwithstanding the foregoing, the rights granted to Franchisee hereunder shall automatically terminate upon termination or expiration of the Franchise Agreement.

5. **No Warranty.** Franchisee expressly understands and agrees that Cobblestone shall not be liable for any loss or damage whatsoever (direct, indirect, punitive, actual, consequential, incidental, special, or otherwise) resulting from any omission in the content or performance of, or any inability to access or use the Licensed Software,

regardless of the basis upon which liability is claimed, even if Cobblestone has been advised of the possibility of such loss or damage. Cobblestone makes no representation or warranty, express or implied, that the Licensed Software will meet Franchisee's requirements or that they will be uninterrupted, timely, secure, or error free; nor does Cobblestone make any warranty as to the results that may be obtained from the use of the Licensed Software or as to the accuracy, completeness, timeliness, or reliability of any information obtained through or posted on such systems or services. Cobblestone shall not be responsible for any problems or technical malfunctions of the Licensed Software, including any problems or technical malfunctions of any telephone network or lines, computer on-line systems, servers, Internet access providers, computer equipment, software, or any combination thereof, including any injury or damage to the computer of Franchisee or any other person as a result of using the Licensed Software and/or other services. Franchisee acknowledges that the Licensed Software and other services are being provided to Franchisee "as-is".

6. **Indemnification**. In addition to the indemnification obligations of Franchisee under Article 15(B) of the Franchise Agreement, Franchisee shall indemnify Cobblestone against and shall reimburse Cobblestone upon demand for any and all losses, costs, expenses (including without limitation, reasonable attorneys' fees, disbursements of counsel, investigation expenses, expert witness fees, court costs, deposition expenses, and travel and living expenses), liabilities, damages, fines, penalties, charges, assessments, judgments, settlements, claims, causes of action, and other obligations of any nature whatsoever that Cobblestone may at any time, directly or indirectly, suffer, sustain or incur, arising out of, based upon or resulting from the breach by Franchisee of the License Terms and Conditions. Cobblestone will always have the right to defend any claim made against it with respect to which it is entitled to indemnification hereunder and Franchisee shall reimburse Cobblestone upon demand for any and all costs and expenses, including reasonable attorneys' fees incurred by Cobblestone in connection therewith.

7. **Full Force and Effect**. Except as amended by this Addendum, the Agreement and all prior Addendums remain in full force and effect.

8. **Conflict**. In the event of conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

9. **Defined Terms**. Capitalized terms used, but not otherwise defined in this Addendum shall be given the meaning given said terms in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Property Management System Technology Addendum to Franchise Agreement as of the date first written above.

COBBLESTONE HOTELS, LLC a Wisconsin limited liability company	FRANCHISEE: _____ _____
By: _____ Name: Kim Wogernese Title: Managing Member	By: _____ Name: _____ Title: _____
Date: _____	Date: _____

EXHIBIT A – LICENSE TERMS AND CONDITIONS

The following terms and conditions apply to the Agreement by and between Licensor and Licensee.

STAYNTOUCH MASTER TERMS AND CONDITIONS. THESE MASTER TERMS AND CONDITIONS (THESE "TERMS") (INCLUDING ANY EXHIBITS, SCHEDULES OR ADDENDA ATTACHED THERETO, THE "ORDER") ARE MADE A PART OF THIS AGREEMENT. YOU (AS AN INDIVIDUAL, COMPANY, BUSINESS, CORPORATION OR OTHER ENTITY, "CUSTOMER") ACCEPT AND AGREE TO THESE TERMS AND ANY OTHER TERMS AND CONDITIONS SET FORTH IN THE ORDER, IF APPLICABLE (THE ORDER, TOGETHER WITH THESE TERMS, THIS "AGREEMENT"). THIS AGREEMENT CONSTITUTES A LEGAL AGREEMENT BETWEEN CUSTOMER AND STAYNTOUCH, INC., A DELAWARE CORPORATION ("COMPANY"). CUSTOMER'S USE OF THE PRODUCTS AND SERVICES SET FORTH IN THE ORDER (THE "SERVICES") IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW, SO CUSTOMER SHOULD TAKE THE TIME TO FULLY UNDERSTAND HOW THESE TERMS GOVERN CUSTOMER'S RELATIONSHIP WITH COMPANY AND CUSTOMER'S USE OF THE SERVICES. CUSTOMER'S RIGHT TO USE THE SERVICES IS EXPRESSLY CONDITIONED ON ACCEPTANCE OF THESE TERMS. IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY, BUSINESS, CORPORATION OR OTHER ENTITY, YOU AND THE APPLICABLE COMPANY, BUSINESS, CORPORATION OR OTHER ENTITY EACH REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, IN WHICH CASE THE TERMS "YOU", "YOUR" AND "CUSTOMER" WILL REFER TO SUCH ENTITY. IF CUSTOMER DOES NOT AGREE WITH ANY PROVISION OF THIS AGREEMENT, CUSTOMER MUST AND MAY NOT ACCESS OR USE THE SERVICES IN ANY MANNER FOR ANY PURPOSE.

1. **Company Services.**

1. Access to Platform. Company agrees to provide the Services to Customer in accordance with this Agreement. Certain Services may include Company's proprietary software-as-a-service offering, made available via the Internet, in object code format only (the "Platform"). If applicable, and subject to the terms and conditions of this Agreement, Company hereby grants Customer a limited, nonexclusive, nontransferable (except in accordance with paragraph 20), non-sublicensable right and license, during the Term (as defined below), to access and use the Platform during the Term (as defined below) solely for Customer's internal use and for use by Customer's franchisees. Company shall provide Customer with username(s) and password(s) pursuant to which Customer may access the Services. Customer will be responsible for any actions taken by parties with access to such usernames and passwords, and Customer agrees not to disclose such usernames and passwords to any third parties (other than employees of Customer). Customer will inform Company immediately if it discovers that any such username and/or password has been disclosed or made available to a third party. Customer may add or remove franchisees from the scope of this Agreement, effective as of the date stated by Customer in writing. Upon receipt of Customer's written notice, Company will add or remove the franchisee from the Services in accordance with Company's then-current procedures. Without Customer's prior written permission, and subject to Company's receipt of Customer's written notices regarding its franchisees, Company may not provide its Services directly to (1) any current franchisee of Customer, or (2) any former franchisee of Customer during the 30-day period after the date the former franchisee ceased to be a franchisee of the Customer.

2. Restrictions. Customer will not distribute the Platform, or any other software or documentation provided by Company to Customer hereunder, including any copy thereof (the "Company IP"), by transfer, assignment, lease, loan or any other means, or make it available for use by any third parties (other than franchisees, employees or consultants of Customer) in any manner, including without limitation by any time-sharing, service bureau or similar arrangement. Customer will not copy, alter, modify, translate, adapt or create derivative works of the Company IP. Customer will not reverse engineer, decompile, disassemble, translate, or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Company IP. Customer will not remove, obliterate, obscure, or conceal the proprietary notices or legends that appear on any Company IP. Customer will not use hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to

gain unauthorized access to the Company IP or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing. Customer has no right to obtain or have access to the source code or systems and programming documentation of any Company IP or any part thereof, and all information related thereto shall be subject to Customer's obligations of confidentiality set forth herein.

2. **Professional Services**. The Services may include professional services, as set forth in the Order (the "Professional Services"). Company will perform any Professional Services set forth in the Order, in accordance with the terms and conditions set forth in this Agreement. Such Professional Services may include, but are not limited to, installation, integration and/or configuration services. Customer understands that Company's performance of the Professional Services is dependent in part on Customer's actions. Accordingly, Customer will use commercially reasonable efforts to provide Company with the necessary items and assistance specified in the Order in a timely manner. Any dates or time periods relevant to performance by Company hereunder shall be appropriately and equitably extended to account for any delays or change in assumptions due to Customer.

3. **Fees.** As payment for the Services, Customer will pay to Company the fees and expenses as described in the Order (collectively, the "Fees"). Unless otherwise set forth in the Order, payment will be made by credit card or other ACH transaction. By providing credit card or ACH information to Company, Customer authorizes Company to debit the credit card or account indicated for Fees. Customer understands that this authorization will remain in effect until the Termination or until Customer cancels the authorization in writing. Customer agrees to notify Company in writing of any changes in account information at least 15 days prior to the next billing date. Unless otherwise set forth in the Order, all Fees are due monthly in advance and are not cancelable or refundable; provided that all Fees related to Professional Services and upfront fees will be billed and paid as of the subscription start date on the Order. Unless otherwise set forth in the Order, the first monthly payment is due as a deposit at the time of execution of the Order, without regard to the subscription start date. If payment of Fees is not made through the payment method agreed upon in the Order, Company may, at its discretion, change the billing frequency to quarterly or annual in advance; after providing written notice of the Company's intent to do so and allowing the Customer 7 days to comply with payment method agreed upon in Order. If payment of any Fees (including any reimbursement of expenses) is not made when due and payable, a late fee shall accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law. If any Fees remain unpaid for more than sixty (60) calendar days after the due date thereof, Company may suspend provision of all or part of the Services until such unpaid amounts are paid in full. All Fees are stated in U.S. Dollars unless otherwise designated. Upon at least ninety (90) calendar days' prior written notice to Customer, Company may change the Fees stated on the Order for any Renewal Term (as defined below). Regardless of number of Customer's franchisees, all Fees will be paid directly by Customer to Company via automated clearinghouse (ACH) payments as stated in this Agreement.

4. **Taxes.** Except as otherwise set forth in any invoice, all Fees payable by Customer to Company hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). Customer shall be solely responsible for payment of any Taxes, except for those taxes based on the income of Company. Customer will not withhold any Taxes from any amounts due Company.

5. **Term; Termination.** Unless earlier terminated as set forth herein, the initial term of this Agreement shall commence on the Effective Date (as defined in the Order) and shall continue for the period set forth in the Order (the "Initial Term"). Thereafter, unless otherwise stated in the Order, this Agreement will automatically renew for a period equal to such initial term (each such period, a "Renewal Term", and together with the Initial Term, the "Term") unless either party notifies the other in writing at least ninety (90) days prior to expiration of such initial term or the then-current renewal term. Each party hereto shall have the right to terminate this Agreement as a result of a material breach by the other party after giving thirty (30) days prior written notice specifying the breach to the party in default and provided that the party in default has not cured its default prior to the end of such thirty (30) day period. Upon any termination or expiration of this Agreement for any reason, Customer may request and Company shall provide an export of the Customer Data (as defined below) in a mutually agreed upon format within thirty (30) days of the effective date of such termination or expiration; provided, that, such

Customer Data shall remain subject to the terms and conditions contained herein (including the restrictions with respect to its use and disclosure). Thereafter, Company may, but is not obligated to, in its sole discretion and without delivery of any notice to Customer, delete any Customer Data stored or otherwise archived on the Platform or on Company's network; provided, that, if this Agreement is terminated by Company due to Customer's material breach as set forth herein, Customer will promptly pay to Company any outstanding Fees due to Company with respect to use of the Services for the remainder of the then-current term. Upon any termination or expiration of this Agreement, all rights granted hereunder and all obligations of Company to provide the Platform shall immediately terminate and Customer shall cease use of the Platform. Within thirty (30) days of the termination or expiration of this Agreement, each party will return to the other party all Confidential Information (as defined below) of the other party in its possession at the time of expiration or termination and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement. Sections 3, 4, 5, 10, 11(a)(ii), 11(a)(iii), 11(c), 11(d), and 12 through 26 (inclusive) of this Agreement will survive the expiration or termination of this Agreement.

6. **Equipment or Software Not Provided by Company.** Unless otherwise set forth in the Order, Customer is responsible for any items (including without limitation, hardware, software, bandwidth and connectivity) ("Equipment") used in connection with the Services but not provided by Company, including installation, operation, and maintenance of such Equipment at Customer's own expense. If any Equipment impairs the Services' quality or availability, Customer will promptly cure the problem. Customer will continue to pay Company for the Services during any impairment caused by the Equipment. If the impairment interferes with the use of the Company-provided network by Company or third parties, Company, in its reasonable discretion, may suspend or disconnect the affected Services without advance notice to Customer, although Company will use commercially reasonable efforts to provide advance notice where practical. At Customer's request, Company will troubleshoot any impairment caused by the Equipment at Company's then-current time and materials rates. Company is not liable if a commercially reasonable change in the Services causes Equipment to become obsolete, require alteration, or perform at lower levels. All Equipment is subject to the terms and conditions established by the third-party licensor of such Equipment, and Customer acknowledges that Company makes no representations or warranties with respect to the Equipment and is not liable for any issues arising from such Equipment.
7. **Uptime.** Company shall use reasonable efforts consistent with prevailing industry standards to provide the Platform in a manner that minimizes errors and interruptions in accessing the Platform in accordance with the Service Level Agreement attached as Exhibit B and incorporated herein by reference. The Platform may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by email of any scheduled service disruption within Company's control. Customer represents and warrants that it has download speeds of at least 20 Megabytes per second. Customer acknowledges and agrees that, to the extent its download speed descends below 20 Megabytes per second, the Platform may experience interruptions and other performance issues and Company will not be liable with respect to any of the foregoing.

8. **Representations and Warranties.** Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party; and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties 9. Additional Representations and Warranties. Customer represents, warrants and covenants that (a) it has the legal authority and all rights necessary to provide the Customer Data and any other content, images, data or information that it provides to Company hereunder (the "Customer Content"), (b) the Customer Data and Customer Content is true, accurate and complete, (c) Customer's provision of the Customer Data or Customer Content to Company hereunder does not and will not violate or conflict with or result in a breach of any terms, conditions, duties or obligations Customer has to any third party or any other rights of any third party or any applicable law, rule or regulation. Company represents, warrants and covenants to Customer during the Term of this Agreement that (a) Company has, and throughout the Term and any additional periods during which Company does or is required to perform the Services will have, all rights, power, and authority necessary

to provide the Services and grant and perform all rights and licenses granted or required to be granted by it under this Agreement; (b) neither Company's grant of the rights or licenses hereunder nor its performance of any Services or other obligations under this Agreement does or at any time will: (i) conflict with or violate any applicable law; (ii) require the consent, approval, or authorization of any governmental or regulatory authority or other third party; or (iii) require the provision of any payment or other consideration by Customer to any third party; (c) to Company's actual knowledge the Services provided by Company under this Agreement will not infringe, misappropriate, or otherwise violate any intellectual property right or other right of any third party; (d) Company will use reasonable efforts to protect the Services to prevent the introduction of any third-party virus, trojan horse, worm, backdoor, or other software or hardware devices the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems, or software, time bomb, drop dead device, or other software or hardware device designed to disable a computer program automatically with the passage of time or under the positive control of any other person, or otherwise deprive Customer of their lawful right to use the Services; Company warrants that the Service will conform to all documentation, specifications and descriptions provided by the Company; and (f) Company will perform all Services in a professional and workmanlike manner, using personnel with the requisite skill, experience, and qualifications, and shall devote adequate resources to meet its obligations under this Agreement.

10. **Confidentiality And Data Protection.**

1. Confidential Information. "Confidential Information" shall mean, subject to the exceptions set forth in the following sentence, any information or data, regardless of whether it is in tangible form, disclosed by either party (the "Disclosing Party") that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (the "Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective customers, billing records, and products or services shall be deemed Confidential Information of the Disclosing Party even if not so marked or identified. Company's Confidential Information includes, without limitation, the Platform and Company IP. Customer's Confidential Information includes, without limitation, the Customer Data. The Receiving Party shall (a) maintain the Disclosing Party's Confidential Information in confidence, (b) use at least the same degree of care to maintain the secrecy of the Disclosing Party's Confidential Information as it uses in maintaining the secrecy of its own similar confidential information (but no less than reasonable care), and (c) use the Disclosing Party's Confidential Information only for the purpose of performing its obligations and/or exercising its rights under this Agreement. Notwithstanding any provision of this Agreement, either party may disclose the other party's Confidential Information, in whole or in part (A) to its employees, officers, directors, consultants and professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives) who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (B) as required by law (in which case each party shall provide the other with prior written notification thereof, shall provide such party with the opportunity to contest such disclosure, and shall use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Notwithstanding the foregoing, the Receiving Party shall not have any obligation with respect to any portion of the Disclosing Party's Confidential Information that: (i) was known to the Receiving Party prior to receipt from the Disclosing Party; (ii) is lawfully obtained by the Receiving Party from a third party under no obligation of confidentiality; (iii) is independently developed by the Receiving Party without use of the Confidential Information of the Disclosing Party; or (iv) is or becomes publicly available other than as a result of any act or failure to act of the Receiving Party. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party shall promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement.

2. Data Protection. If the General Data Protection Regulation (EU) 2016/679 ("GDPR") applies to the Processing of Customer Personal Data (as defined below), the parties acknowledge and agree that Customer is the Controller of Customer Personal Data and the Company is the Processor of that data. The Company will: (i) only Process Customer Personal Data on behalf of and in accordance with the Customer's written instructions and for no other purpose. The Company is hereby

instructed to Process Customer Personal Data, for the Term, to the extent necessary to enable the Company to provide the Services (which the parties acknowledges as constituting the subject matter of the Processing), as documented in the form of this Agreement and as further documented in any other written instructions given by Customer and acknowledged by the Company as constituting instructions for purposes of this Agreement; (ii) promptly notify the Customer if for any reason (including a change in applicable law) the Company becomes unable to comply with any Customer's instructions, in which case the Company will (a) provide a reasonable level of detail as to the instructions with which it cannot comply and the reasons why it cannot comply, to the greatest extent permitted by applicable law, and (b) cease all Processing of the affected Customer Personal Data (other than merely storing and maintaining the security of the affected Customer Data) until such time as the Customer issues new instructions with which the Company is able to comply (If this provision applies, the Company will not be liable to Customer under the Agreement in respect of any failure to perform the Services due to its inability to process Customer Personal Data until such time as the Customer issues new instructions in regard to such Processing); (iii) ensure that any person whom Company authorizes to Process Customer Personal Data on its behalf is subject to confidentiality obligations in respect of that Customer Personal Data; (iv) implement appropriate technical and organizational measures to protect against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Personal Data; (v) notify the Customer as soon as practicable after it becomes aware of any Personal Data Breach affecting any Customer Personal Data (provided that Customer shall be solely responsible for complying with any obligations to notify competent authorities or Data Subjects of the Personal Data Breach, where required); (vi) at the Customer's request and subject to the Customer paying all of the Company's fees at prevailing rates, and all expenses, and taking into account the nature of the Processing and the information available to the Company, promptly provide the Customer with all reasonable assistance necessary (A) to enable the Customer to notify any Personal Data Breaches affecting Customer Personal Data to the relevant Data Protection Authorities and/or affected Data Subjects, (B) for the fulfilment of the Customer's obligation to respond to requests for the exercise of Data Subjects' rights (provided that Customer shall be solely responsible for responding to such requests), (C) for the fulfilment of Customer's obligation to keep Customer Personal Data secure, (D) to facilitate the conduct of data protection impact assessments and consultation with Data Protection Authorities for Customer Personal Data, in each case to the extent that the Customer is required to engage in such activities; (vii) only transfer Customer Personal Data in accordance with Customer's instructions and, if requested to do so by Customer, ensure that the Company, as the data importer, enters into Standard Contractual Clauses in accordance with the COMMISSION IMPLEMENTING DECISION (EU) 2021/914 of 4 June 2021 for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council with Customer (as the data exporter), unless another transfer mechanism is used (such as an Adequacy Decision of the European Commission); (viii) provide the Customer with all information necessary to enable the Customer to demonstrate compliance with its obligations under the GDPR, and allow for and contribute to audits, including inspections, conducted by the Customer or an auditor mandated by the Customer (to the extent that such information is within the Company's control and the Company is not precluded from disclosing it by applicable law, a duty of confidentiality, or any other obligation owed to a third party) and immediately inform the Customer if, in the Company's opinion, an instruction infringes the GDPR or other European Union or Member State data protection provisions. Customer authorizes the Company to engage sub-Processors to perform specific services on the Company behalf which may require such sub-Processors to Process Customer Personal Data, provided that the Company shall enter into an agreement with the sub-Processor that imposes on the sub-Processor the same obligations that apply to the Company hereunder. The Company will inform the Customer of any intended changes concerning the addition or replacement of sub-Processors, to the greatest extent permitted by applicable law, and Customer will have an opportunity to object to such changes on reasonable grounds within fifteen (15) business days after being notified. If the parties are unable to resolve such objections, either party may terminate the Agreement by providing written notice to the other party. On termination or expiration of the Agreement, Customer instructs the Company to permanently and securely delete all Customer Personal Data in the possession or control of the Company or any of its sub-Processors, within a reasonable period of time (unless otherwise required by European Union or Member State law), except if the Customer requests an export of Customer Personal Data in a mutually agreed upon format within thirty (30) days of the effective date of such

termination or expiration. The Customer acknowledges that the Company is reliant on the Customer for direction as to the extent to which the Company is entitled to Process Customer Personal Data on behalf of Customer in performance of the Services. Consequently the Company will not be liable under the Agreement for any claim brought by a Data Subject arising from any action or omission by the Company, to the extent that such action or omission resulted directly from the Customer's instructions or from Customer's failure to comply with its obligations under the applicable data protection law. For purposes of this provision, (A) "Controller," "Data Subjects," "Personal Data," "Personal Data Breach," "Processing," "Processor" will each have the meaning set out by the GDPR, (B) "Customer Personal Data" means the Personal Data relating to hotel guests contained within Customer Data, the extent of which is determined and controlled by Customer in its sole discretion. Concerning the Processing of Customer Personal Data that is subject to the GDPR, in the event of any conflict or inconsistency between the terms of this Data Protection Section 10(b) and any other terms of this Agreement, the provisions of this Data Protection Section 10(b) shall prevail. In the event of any conflict or inconsistency between this Data Protection Section 10(b) and the terms of the Standard Contractual Clauses, the provisions of the Standard Contractual Clauses shall prevail.

11. **Intellectual Property.**

1. Customer Data. Customer or its licensors own the data input or uploaded by Customer into the Platform, including, without limitation, any data regarding hotel guests, prices and reservations ("Customer Data"). Customer hereby grants Company the non-exclusive, worldwide, royalty-free, fully paid up, sublicensable right and license to (i) copy, use, modify, distribute and display Customer Data solely to the extent necessary for to perform the Services, including to provide the Platform to Customer, (ii) copy, modify and use Customer Data in connection with internal operations and functions, including, but not limited to, operational analytics and reporting, internal financial reporting and analysis, audit functions, archival purposes and improving Company's products and services, and (iii) copy, use, modify, distribute and display Customer Data on an aggregate and/or anonymized basis, solely to the extent that such data does not include information that identifies or would reasonably be expected to identify Customer or any of Customer's guests.

2. Customer Content. Customer may provide Company with Customer Content to facilitate performance of the Services, including Professional Services that may include branding the Platform or e-mails sent on behalf of Customer using the Customer's trademarks or service marks (the "Marks"). Company hereby grants Customer a non-exclusive, worldwide, royalty-free, fully paid up, sublicensable right and license to copy, display, distribute and use the Customer Content and Marks to perform the Services hereunder.

3. Reservation of Rights. Customer acknowledges and agrees that, as between the parties, Company retains all rights title, and interest in and to the Platform and Company IP, all copies or parts thereof (by whomever produced), all improvements, updates, modifications or enhancements thereto, and all intellectual property rights therein. Company grants no, and reserves any and all, rights with respect thereto other than the rights expressly granted to Customer under this Agreement. Company acknowledges and agrees that, as between the parties, Customer retains all rights title, and interest in and to the Customer Data, Customer Content and Marks, all copies or parts thereof (by whomever produced), all improvements, updates, modifications or enhancements thereto, and all intellectual property rights therein. Customer grants no, and reserves any and all, rights with respect thereto other than the rights expressly granted to Company under this Agreement.

4. Feedback. Customer may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to Company with respect to the Platform or other Company IP. Company shall have full discretion to determine whether or not to proceed with the development of the requested enhancements, new features or functionality. Customer hereby grants Company a royalty-free, fully paid up, worldwide, transferable, sublicensable, irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback; and (b) use the Feedback and/or any subject matter thereof, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and/or lease products or services which practice or embody, or are configured for use in practicing, the Feedback and/or any subject matter of the Feedback.

12. **Indemnification.**

1. Indemnification by Company. Company shall defend Customer and the officers, directors, agents, and employees of Customer ("Customer Indemnified Parties") against any third party claim,

allegation or legal action (a "Claim") (i) arising from an allegation that Customer's authorized use of the Platform infringes any intellectual property right of a third party or (ii) any alleged improper use and/or disclosure of Customer-provided personally identifiable information processed or stored by Company, to the extent that such allegedly improper use and/or disclosure resulted from Company's fraud, willfulness, and/or mistake, whether of omission or commission, subject to a cap of the amount of cyber insurance carried by Company as of the date that Customer informs Company of the alleged claim . Further, Company shall indemnify the Customer Indemnified Party against any damages actually awarded or paid in connection therewith, including any reasonable attorneys' fees. Notwithstanding the foregoing, Company's indemnification obligation will not apply to claims to the extent arising from (i) modification of the Platform by any party other than Company without Company's express consent; (ii) the combination, operation, or use of the Platform with other product(s), data or services where the Platform would not by itself be infringing; or (iii) unauthorized or improper use of the Platform. If the use of the Platform by Customer has become, or in Company's opinion is likely to become, the subject of any claim of infringement, Company may at its option and expense (A) procure for Customer the right to continue using the Platform as set forth hereunder, (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality, (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iv) are not reasonably practicable, terminate this Agreement on six (6) months' written notice and refund to Customer all prepaid fees paid within the twelve (12) months prior to termination that have not been expended in the actual provision of Services. This Section states Company's entire obligation and Customer's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

2. Indemnification by Customer. Customer shall defend Company and the officers, directors, agents, and employees of Company ("Company Indemnified Parties") against any Claims arising from (a) any use or disclosure by Customer of the Platform in violation of this Agreement or (b) the Customer Data or Customer Content. Further, Customer shall indemnify the Company Indemnified Party against any damages actually awarded or paid in connection therewith, including any reasonable attorneys' fees.

3. Indemnification Procedure. If a Customer Indemnified Party or a Company Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 12(a) or Section 12(b), as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party (the "Indemnifying Party") prompt written notice of such Action. The Indemnified Party will cooperate, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense and the Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both Parties hereunder, such consent not to be unreasonably withheld or delayed.

13. **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM AND COMPANY IP ARE PROVIDED ON AN "AS-IS" BASIS AND COMPANY DISCLAIMS ANY AND ALL WARRANTIES. COMPANY DOES NOT WARRANT THAT THE PLATFORM OR ANY OTHER COMPANY IP IS ERROR-FREE OR THAT OPERATION OF THE PLATFORM OR ANY OTHER COMPANY IP WILL BE UNINTERRUPTED. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT.

14. **Limitation of Damages.** THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR (A) CUSTOMER'S BREACH OF SECTION 1, (B) EITHER PARTY'S BREACH OF SECTION 10, (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 12, (D) LOSSES CAUSED BY A PARTY'S WILLFUL MISCONDUCT OR INTENTIONAL WRONGFUL ACTS; OR (E)

LOSSES FOR DEATH, BODILY INJURY, OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY A PARTY'S WILLFUL MISCONDUCT OR INTENTIONAL WRONGFUL ACTS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR (A) CUSTOMER'S BREACH OF SECTION 1, (B) EITHER PARTY'S BREACH OF SECTION 10, (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 12, (D) LOSSES CAUSED BY A PARTY'S WILLFUL MISCONDUCT OR INTENTIONAL WRONGFUL ACTS, OR (E) LOSSES FOR DEATH, BODILY INJURY, OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY A PARTY'S WILLFUL MISCONDUCT OR INTENTIONAL WRONGFUL ACTS, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED EIGHT (8) TIMES THE AGGREGATE FEES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT DURING THE TWO (2) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

15. **Press Releases and Publicity.** Either party may issue a press release, subject to the other party's prior written approval, announcing the existence of this Agreement and such approval shall not be unreasonably withheld. Neither party shall publicly disclose the specific terms of this Agreement without the other party's prior written approval, such approval to be at the sole discretion of the other party. Except as set forth in this Agreement, neither party shall use any trade name, trademark, service mark, or any other information which identifies the other party in the party's sales, marketing, or publicity activities.

16. **Export Control.** Customer may not remove or export from the United States or allow the export or re-export of the Platform, Company IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

17. **Entire Agreement.** This Agreement, together with the Order and any other agreements or policies referenced or incorporated herein or therein, represents the entire understanding between the parties hereto with respect to the matters contained herein and, except as otherwise provided in the Agreement, it may be amended only by an instrument in writing signed by both parties hereto. In the event of any conflict between these Terms and the Order, the terms and conditions of these Terms shall govern unless the Order expressly amends these Terms.

18. **No Partnership or Agency.** Nothing in this Agreement shall be deemed to constitute a partnership, association or joint venture between the parties hereto, nor shall Customer be deemed to constitute an agent of Company for any purpose whatsoever.

19. **No Waiver.** The failure of either party hereto to exercise in any respect or on any occasion any right provided for by this Agreement shall not constitute or be deemed to constitute a waiver of any other right provided for by this Agreement or otherwise.

20. **Assignment.** Neither party may assign this Agreement or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign this Agreement to an acquirer of or successor to all or substantially all of its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than

in accordance with this Section shall be null and void.

21. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Maryland, without reference to conflict of laws principles. Any action, proceeding or litigation relating to or arising from this Agreement shall be brought in the district courts of Maryland.

22. **Notice.** Whenever this Agreement requires or permits any notice, requests, or demand from one party to another, the notice, request, or demand must be in writing to be effective and shall be deemed to be delivered and received (a) if personally delivered or if delivered by facsimile, email or courier service, when actually received by the party to whom notice is sent, or (b) if delivered by mail (whether actually received or not), at the close of business on the third business day next following the day when placed in the mail, postage prepaid, certified or registered, addressed to the appropriate party, at the address of such party set forth on the Order (or such other address as such party may designate by written notice to all other parties in accordance herewith), or (iii) if delivered by next day courier who is a nationally recognized carrier, on the date delivered (according to the records of the carrier).

23. **Force Majeure.** Each party shall be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) (a "Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event shall automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate this Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party shall give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform.

24. **Attorneys' Fees.** If legal action is commenced by either party to enforce or defend its rights under this Agreement, the prevailing party in such action shall be entitled to recover its costs and reasonable attorneys' fees in addition to any other relief granted.

25. **Parties In Interest; No Third-Party Beneficiaries.** Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and permitted assigns of the parties to this Agreement. Neither this Agreement nor any other agreement contemplated in this Agreement shall be deemed to confer upon any person not a party to this Agreement any rights or remedies contained in this Agreement.

26. **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

27. **Insurance.** At all times during the Term and for a period of three (3) years thereafter, Provider shall procure and maintain, at its sole cost and expense, insurance coverage in the following types and amounts:

1. Commercial General Liability with limits no less than $2 million per occurrence and $4 million in the aggregate, which policy will include contractual liability coverage insuring the activities of Provider under this Agreement;

2. Cyber Liability Insurance, including first party and third-party coverage, with limits no less than $5 million per occurrence and $5 million in the aggregate for all claims each policy year;

3. Worker's Compensation and employers' liability insurance with limits no less than the greater of (i) $1 million; and (ii) the minimum amount required by applicable Law for each accident and occupational illness claim; and

4. Errors and Omissions/Professional Liability with limits no less than $5 million per occurrence and $5 million in the aggregate for all claims each policy year.

5. Customer shall be listed as an additional insured on Company's insurance policies listed above.

EXHIBIT B – SERVICE LEVEL AGREEMENT

This Service Level Agreement (the "SLA") is incorporated by reference into any Service Order (the "Order") and the Master Terms and Conditions (the "Terms"), and you (as an individual, company, business, corporation or other entity, "Customer") accept and agree to the terms and conditions set forth in this SLA. StayNTouch, Inc., a Delaware corporation ("Company"), will provide the Platform (as defined in the Order, or the Terms governing the Order (collectively, the "Agreement") to Customer in accordance with this SLA. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement.

Company is committed to providing a highly available and secure network to support Customer. Providing Customer with consistent access to the Platform is a high priority for Company. This SLA provides certain rights and remedies in the event that Customer experiences service interruption as a result of failure of Company's infrastructure. The overall service availability metric is 99.90%, measured on a quarterly basis.

1. **Definitions:**
"Available" or "Availability" is defined as when the Platform is functioning and capable of providing reasonable access to Customer, subject to the exclusions defined below.

"Downtime" is defined as the total number of minutes that the Platform is not Available, expressly excluding the time that Customer is unable to access the Platform due to any of the following:

(i) Maintenance Time;
(ii) Internet issues;
(iii) any Force Majeure event;
(iv) enhanced services, such as Third party interfaces, are not accessible;
(v) any failure in Customer's hardware, software or network connections;
(vi) Customer's bandwidth restrictions;
(vii) Customer's acts or omissions; and
(viii) anything outside of the direct control of Company.

"Maintenance Time" is defined as the time period during which the Platform may not be Available each month so that Company can perform routine maintenance to maximize performance, on an as needed basis.

"Total Quarterly Minutes" is defined as the number of days in the applicable quarter multiplied by 1,440 minutes per day.

2. **Maintenance:** Company will use commercially reasonable efforts to notify Customer of the date and time that the Platform will not be Available at least forty-eight (48) hours in advance (or longer if practical). Customer understands and agrees that there may be instances where Company needs to interrupt the Platform without notice in order to protect the integrity of the Platform due to security issues, virus attacks, spam issues or other unforeseen circumstances. In instances where emergency maintenance is required, Company will post the information to its website or notify the Customer via email as soon after or during the occurrence of such maintenance. In instances where preventative maintenance is needed, Company will use commercially reasonable efforts to perform such maintenance, if possible, during low peak hours.

3. **Customer Responsibility Minimum Requirements:** The required configurations Customer must have to access the Platform include (at least 20mb download):

(i) an Internet connection with adequate bandwidth; and
(ii) an Internet Browser, or designated iOS app.

4. **Term:** This SLA shall only become applicable to the Platform upon the later of

(i) completion of the "stabilization period," as such term is defined in the Order (if any), or
(ii) ninety (90) days from the provisioning of the Platform.

5. **Measurement:** This SLA shall only become applicable to the Platform upon the later of

(i) completion of the "stabilization period," as such term is defined in the Order (if any), or
(ii) ninety (90) days from the provisioning of the Platform. Availability is calculated based on the following formula: $A = (T – M – D) / (T – M) \times 100\%$

A = Availability
T = Total Quarterly Minutes
M = Maintenance Time
D = Downtime

See Exhibit C.

6. **Remedy and Procedure:** Customer's remedy and the procedure for obtaining Customer's remedy in the

event that Company fails to meet the service level metrics set forth above are as follows:

a. There must be a support ticket documenting the event within 24 hours of the service interruption.

b. Customer's account must be in good standing with all invoices paid and up to date.

c. Customer must notify Company in writing within five (5) business days by opening a support ticket in Helpdesk and providing the following details:

i. Subject of email must be: "Claim Notice – 'HOTEL NAME" (Customer's primary hotel name with Company must be listed in place of 'HOTEL NAME);

ii. List the features and/or functions of the Platform that were affected;

iii. List the date the Downtime Minutes occurred;

iv. List user(s) display name and e-mail address affected by Downtime;

v. List an estimate of the amount of actual Downtime; and

vi. Ticket number of the documented event.

d. Company will confirm the information provided as soon as reasonably possible. If Company cannot confirm the Downtime, then Customer and Company agree to refer the matter to its executives for resolution. If Company confirms that Company is not in compliance with this SLA, Customer will receive the amount of service level credits set forth above. The service level credit will be reflected in the Company invoice to Customer in the month following Company's confirmation of the Downtime.

e. If the quarterly Availability, as calculated above, falls below 99% three (3) times in any twelve (12) month period or more than twice in each of any two consecutive calendar quarters (each, an "Outage Period"), and if Customer is current on all Fees due and owing, then Customer shall have the right to terminate all agreements with the Company ("Outage Termination"). Any such Outage Termination shall require Customer to provide Company written notice of termination for convenience pursuant to this Section within ninety (90) days of the end of such Outage Period. The Outage Termination will then be effective as of the end of the 90-day period. If the Outage Termination pursuant to this provision occurs after the Initial Term, then any Fees prepaid by Customer for Services to be provided after the 90-day termination period will be refunded, while any Fees owed or incurred for periods through the end of the 90-day period will be paid by Customer to Company by the end of the 90-day termination period. However, if the Outage Termination pursuant to this provision occurs during the Initial Term, then this Agreement will terminate at the end of the 90-day period, but Customer is required to pay Company the balance of all Fees due for the Initial Term by the end of the 90-day termination period.

7. **Company Problem and Support Response Standards:** Customer must report all support cases via Helpdesk. Company offers 24x7 coverage for Priority 1 issues as set forth below. Support is available for Priority 1 issues only via Helpdesk or by calling +1 301 563-9473. Support is available 5 days a week (Monday-Friday) from 8 AM to 8 PM (Customer's site local time) for Priority 2 and Priority 3 issues. Each case will be assigned a priority from 1 to 3, which is based on the definitions in *Exhibit D. See Exhibit D*.

*The Platform is considered down, when Customer can no longer access the url of their PMS instance but is still able to access other websites such as www.google.com. If Customer cannot access either URL, the downtime is related to Customer's network, and is not Company's responsibility.

8. **Company Response Time by Priority Classification:** Company will meet the case response requirements of this SLA if 90% of the cases opened in any given calendar quarter are responded to within the time frames for each priority:

(i) Priority 1: 1 hour response time;

(ii) Priority 2: 4 hour response time; and

(iii) Priority 3: 24 hour response time.

All such hourly periods are measured as "business hours" rather than clock hours. Please note that every effort will be made to resolve issues in a timely when based on

priority as a factor of urgency and impact. Actual resolution time of all 3 priorities may be affected by delays as a result of the need to implement a corrective hot fix or researching the issue reported, which may extend resolution times.

EXHIBIT C – SECTION 5 AVAILABILITY MEASUREMENT

AVAILABILITY	CREDIT AMOUNT MONTHLY FEE PER AFFECTED HOTEL
> 99.50% and < 99.90%	2%
> 99.0% and < 99.50%	5%
< 99.0%	15%

EXHIBIT D – SECTION 7 DEFINITIONS

CLASSIFICATION	CRITERIA(SAMPLE)
Priority 1 – Critical	The Platform is down, cannot access the system* Customer cannot check in or out a guest or book a reservation. Customer cannot access the system.
Priority 2 – High	Guests cannot check in or out on mobile Certain actions and data fields in Stayntouch PMS are not functional
Priority 3 – Low	Informational cases Reporting Enhancement requests

EXHIBIT E – SYSTEM REQUIREMENTS

System and network requirements for Stayntouch Cloud PMS
Please find below the system requirements to successfully run Stayntouch Cloud PMS software.

High Speed Internet Access

- The property should have a High Speed Internet Access (HSIA) network that is dedicated, wired, and business grade The network should be a separate 'back of the house' network that is not shared with guest rooms or common spaces.
- The minimum bandwidth for optimal performance is 10 Mbps download and 3 Mbps upload.

Hardware/Software Requirements

- Processor → 3rd generation Intel Core i3 processor (or equivalent), 3,3 GHz or higher
- Operating System → Windows 7 or higher
- Memory → 4 GB Ram or higher
- Browser → Google Chrome, Version 101 or higher
- PDF Reader → Adobe Reader XI (11.0) or higher
- Antivirus → Antivirus software of choice with current definition updates
- *For Point of Sale Integration → Rocketport Serial Hub

SynXis Interface Requirements

- SynXis Central Reservation System license

EMV Device Setup Network Requirements

- The property will need to provide the public IP address and name of the PC that will be used (if new) or is currently being used by Shift4 to house the UTG software for device connection. This PC needs to sit on the local network .
- Please confirm that the following Stayntouch IP addresses are safe-listed on port 277, for

    - the Shift4/front desk PC.
    - 54.225.198.118
    - 34.200.153.180
    - 34.193.10.117
    - 52.21.10.221

Key Integration(Saflok/DormaKaba Ambiance) Network Setup Requirements

- For key integrations, we will need the public IP address for the key server where Dorma Kaba Ambiance is installed. Please confirm that the following Stayntouch IP addresses are safe-listed on port 80 or port 8080, for the Dormakaba Ambiance Key server.

    - 54.225.198.118
    - 34.200.153.180
    - 34.193.10.117
    - *52.21.10.22*

COBBLESTONE HOTELS, LLC

TECHNOLOGY ADDENDUM - CALL CENTER RESERVATION SERVICES

EXHIBIT G TO THE DISCLOSURE DOCUMENT

TECHNOLOGY ADDENDUM TO FRANCHISE AGREEMENT
CALL CENTER RESERVATION SERVICES AGREEMENT

THIS TECHNOLOGY ADDENDUM TO FRANCHISE AGREEMENT ("Addendum"), effective as of the date last executed below ("Effective Date"), by and between Cobblestone Hotels, LLC, a Wisconsin limited liability company ("Cobblestone") and _____, a _____ ("Franchisee").

RECITALS

WHEREAS, Cobblestone and Franchisee have previously entered into a Franchise Agreement (the "Franchise Agreement") whereby Cobblestone granted Franchisee a license to operate a Cobblestone branded lodging facility at _____ ("Franchised Location") using the Cobblestone system;

WHEREAS, pursuant to its rights under Article 6(V)(1) and (3) of the Franchise Agreement, Cobblestone requires that Franchisee shall use exclusively for the Franchised Location the reservation system designated by Cobblestone, which includes a call center reservation services ("Call Center");

WHEREAS, Sabre Hospitality Solutions, a division of Sabre GLBL, Inc. ("Sabre") is in the business of offering a Call Center;

WHEREAS, Cobblestone has entered into a Master License Agreement with Sabre ("Cobblestone License"), pursuant to which Sabre has agreed to offer the Call Center to Cobblestone branded lodging facilities; and

WHEREAS, Franchisee desires to use the Call Center in connection with the operation of the Franchised Location.

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein and made a part hereof, the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cobblestone and Franchisee covenant, warrant and agree as follows:

1. **Set-Up Fee**. Franchisee shall remit to Cobblestone when invoiced a one-time fee in the amount of one thousand and no/100 dollars ($1,000.00) ("Set-up Fee") for the costs associated with the initial set-up and implementation of the Call Center at the Franchised Location. The Set-up Fee includes initial call center training hours for agents and standard telecom/system set-up and/or line re-routing to start the Call Center services.

2 **Additional Training**. Upon Franchise's request, and subject to Sabre's availability, additional on-site agent training or customized call center training is available at $24.00 per agent, per hour. Additional lines are available upon request at $150.00 per domestic U.S. line and at carrier cost for international lines. Full day of initial training can be provided for an additional fee of $1,500 per day.

3. **Monthly Fee**. Franchisee shall remit to Cobblestone when invoiced a monthly fee in the amount of 16% of revenue derived from each booked reservation transferred from the Call Center in consideration for Cobblestone granting Franchisee the right to use the Call Center at the Franchised Location. Monthly fees may be increased by Cobblestone at any time. A late charge of 1½% per month will apply to undisputed past due amounts.

4. **Grant**. Cobblestone hereby grants to Franchisee the right to access the Call Center and use the same in the operation of the Property. The rights herein granted to Franchisee are conditioned upon Franchisee's strict compliance with the terms and conditions attached hereto as Attachment A ("Terms and Conditions"). Franchisee and Cobblestone shall be mutually bound by the Terms and Conditions and, to the extent that the provisions of the Terms and Conditions apply to Franchisee's use of the Call Center and other services offered by Sabre, Franchisee shall assume toward Cobblestone all obligations and responsibilities Cobblestone, under the Cobblestone License, assumes toward Sabre. Cobblestone shall have the benefit of all rights, remedies and redress against Franchisee that Sabre, under the Cobblestone License, has against Cobblestone. Where a provision of the Cobblestone License is inconsistent with a provision of this Addendum, this Addendum shall govern. Franchisee acknowledges and agrees that, in addition to the other rights granted to Cobblestone under the Franchise Agreement, upon the occurrence of a breach of the Terms and Conditions or of the Franchise Agreement by Franchisee, Cobblestone has the right to immediately suspend Franchisee's participation in the Call Center until such breach has been cured to Cobblestone'sreasonable satisfaction. A reactivation fee of $2,000 will be assessed if service is disconnected due to breach.

5. **Term of Grant**. The rights granted hereunder shall be coterminous with that of the Cobblestone License. Notwithstanding the foregoing, the rights granted to Franchisee hereunder shall automatically terminate upon termination or expiration of the Franchise Agreement.

6. **No Warranty.** Franchisee expressly understands and agrees that Cobblestone shall not be liable for any loss or damage whatsoever (direct, indirect, punitive, actual, consequential, incidental, special, or otherwise) resulting from any omission in the content or performance of, or any inability to access or use the Call Center, regardless of the basis upon which liability is claimed, even if Cobblestone has been advised of the possibility of such loss or damage. Cobblestone makes no representation or warranty, express or implied, that the Call Center will meet Franchisee's requirements or that they will be uninterrupted, timely, secure, or error free; nor does Cobblestone make any warranty as to the results that may be obtained from the use of the Call Center or as to the accuracy, completeness, timeliness, or reliability of the Call Center. Cobblestone shall not be responsible for any problems or technical malfunctions of the Call Center, including any problems or technical malfunctions of any telephone network or lines, computer on-line systems, servers, Internet access providers, computer equipment, software, or any combination thereof, including any injury or damage to the computer or telephone lines of Franchisee or any other person as a result of using the Call Center and/or other services. Franchisee acknowledges that the Call Center and other services are being provided to Franchisee "as-is".

7. **Indemnification**. In addition to the indemnification obligations of Franchisee under Article 15(B) of the Franchise Agreement, Franchisee shall indemnify Cobblestone against and shall reimburse Cobblestone upon demand for any and all losses, costs, expenses (including without limitation, reasonable attorneys' fees, disbursements of counsel, investigation expenses, expert witness fees, court costs, deposition expenses, and travel and living expenses), liabilities, damages, fines, penalties, charges, assessments, judgments, settlements, claims, causes of action, and other obligations of any nature whatsoever that Cobblestone may at any time, directly or indirectly, suffer, sustain or incur, arising out of, based upon or resulting from the breach by Franchisee of the Terms and Conditions. Cobblestone will always have the right to defend any claim made against it with respect to which it is entitled to indemnification hereunder and Franchisee shall reimburse Cobblestone upon demand for any and all costs and expenses, including reasonable attorneys' fees incurred by Cobblestone in connection therewith.

8. **Full Force and Effect**. Except as amended by this Addendum, the Agreement and all prior Addendums remain in full force and effect.

9. **Conflict**. In the event of conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

10. **Defined Terms**. Capitalized terms used, but not otherwise defined in this Addendum shall be given the meaning given said terms in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Call Center Technology Addendum to Franchise Agreement as of the date first written above.

COBBLESTONE HOTELS, LLC a Wisconsin limited liability company	FRANCHISEE: _____ _____
By: _____ Name: Kim Wogernese Title: Managing Member	By: _____ Name: _____ Title: _____
Date: _____	Date: _____

ATTACHMENT A TERMS AND CONDITIONS

TERMS AND CONDITIONS

A. Call Center Services.

1. SHS agrees to provide Call Center Services to Customer. SHS may provide such Call Center Services through its own employees or may provide such through an affiliate or third party. Notwithstanding any outsourcing of the Call Center Services, SHS shall remain primarily responsible for the performances of the Call Center Services as set forth herein.

2. Such Call Center Services shall include the following:
   a. to establish and maintain exclusive local toll-free number(s) for Customer for making room reservations at each Property which will connect callers to the call center. Such numbers should be for the exclusive purpose and use by callers for making reservations at Customer's Property(ies). The Call Center Services shall be provided during the times specified on Attachment A.
   b. to provide sufficient agents at the call center and ensure that:
      (i) the agent(s) shall be fluent in the languages specified on Attachment A;
      (ii) all calls will be answered with the standard greetings of Customer in the language specified by Customer as listed on Attachment A.
   c. after the first ninety (90) days following commencement of Call Center Services, to use reasonable efforts to achieve a monthly call response time of no less than 80% of the calls received to be answered within 20 seconds of the call having been routed to the appropriate agent;
   d. to record all necessary information from callers to the toll-free numbers ("Callers") for room reservation ("Reservation Information"), and to transmit the Reservation Information to the Property;
   e. to use its best efforts to convert calls to the toll-free numbers into booked reservations;
   f. to provide a consolidated billing report to Customer showing the consolidated information of all Properties utilizing Call Center Services, stating the following in relation to each toll-free number:
      (i) the total number of Callers;
      (ii) the total number of room reservations made;
      (iii) the total number of cancellations;
      (iv) the average time required to answer calls;
      (v) the number of abandoned calls; and
      (vi) average length of calls;
   g. to bill Customer separately for all local and long distance fees that are billed to SHS for Customer's phone lines, if applicable;
   h. to issue a monthly invoice to the Customer on or before the 15th day of the next calendar month to which the invoice relates.

3. Customer agrees that SHS will be the exclusive provider of call center reservation services for Customer and Customer's Properties. The Parties may agree to add languages, toll free numbers or Properties; additional fees may apply. Any such change shall be agreed to in good faith between the Parties and shall be made by amendment to Attachment A and/or Attachment B. SHS agrees that Customer may add properties to this Agreement upon execution of an Add Property Addendum. SHS acknowledges that such properties may have preexisting contractual obligations for call center reservation services, and may continue to use third-party call center services until the then-current term of such contractual obligation expires, in which case such continued use of third-party call center services will not be a breach of this Agreement.

B. Customer Obligations.

1. Customer acknowledges that the SHS Call Center and its agents have the primary duty of converting calls from Callers into booked reservations at Customer's Properties and that the phone numbers to be used by Customer and its Properties for receiving such calls will not be used for any other purpose.

2. Customer hereby agrees to require each Property to supply SHS with full, accurate and timely hotel information for each Property to be bookable by the call center. Customer and the individual Properties are responsible for the accuracy of data provided to SHS or entered directly into the system.

3. Customer shall require each Property to provide rates to be loaded and bookable by the call center for at least twelve (12) months into the future at all times. In the event that SHS becomes aware that any Property has not loaded rates for at least six (6) months into the future from the date the observation is made, SHS shall notify Property and request that the rates be loaded as required.

4. Customer agrees to require each Property to honor each reservation at the confirmed rate, terms and reservation period, provided that such reservation holder has complied with the applicable rules relating to such reservation. In the event that a Property cannot provide a room to a guest due to overbooking, lack of reservation record, human errors or any other reasons, the Property will be responsible for providing an alternative accommodation for such guest. Customer and each Property also agree to cover the reasonable expenses incurred by the guest in obtaining such accommodations. Customer and Property agree to indemnify and hold SHS harmless from any liability in connection with Customer's or a Property's failure to honor a confirmed reservation, or charges a holder of a reservation improperly. In addition, if SHS makes any payment to or enters into settlement with a holder of a reservation with respect to a claim that Customer or Property failed to provide accommodations as confirmed, or charged a holder of a reservation improperly, Customer and the Property will immediately, on demand, pay such amounts to SHS.

C. Fees.

1. Customer shall pay SHS the Set-Up Fees listed on Attachment A when invoiced after implementation. The Set-Up Fees are non-refundable.

2. Starting from the first year anniversary, SHS will increase the fees and charges for Call Center Services each year, by a percentage over the prior year of not more than five (5%) percent.

3. SHS will issue an invoice to Customer for the monthly service fees, reservation fees and other applicable charges in the next calendar month to which the invoice relates. Payment will be due thirty (30) days from the date of the invoice. A late charge of $1\frac{1}{2}\%$ per month will apply to undisputed past due amounts. In the event Customer does not pay when due, SHS shall have the right to suspend the Call Center Services until satisfactory arrangements for the payment of outstanding invoices are made. A reactivation fee of $250 will be assessed if service is disconnected due to non-payment. Failure by SHS to invoice Customer promptly for any portion of the Call Center Services does not constitute a waiver by SHS of its right to invoice Customer at a later time.

4. All pricing and fees under this Agreement are exclusive of taxes. Customer will pay (or reimburse for) any Value Added Tax ("VAT"), sales or use tax, Goods and Services Tax ("GST"), federal, state, county, local or other governmental taxes, fees or duties now or hereafter imposed on the services provided pursuant to this Agreement. All payments are made without deduction or withholding. If Customer is prevented by law from paying these taxes or is required to withhold from the amounts due to SHS, then the amounts due shall be increased to the amount necessary to yield the full amount SHS would have received had such payments been made without such deduction or withholding.

5. In the event this Agreement is terminated for any reason other than due to material breach by SHS, Customer shall pay to SHS an Early Termination Fee in the amount equal to the average monthly revenue over the prior year due to SHS under this Agreement, multiplied by the number of months remaining in the Term or Renewal Term. Customer shall pay SHS for services provided under this Agreement up to the termination date.

6. The fees and charges for third-party providers may be increased at any time those fees and charges to SHS are increased. These increases are in addition to the annual fee increases allowed by the Section C(2). Certain third parties may charge SHS for additional services on behalf of Customer during the implementation process, or for work requested by Customer during the Term of this Agreement. SHS will bill these charges to Customer at our cost.

D. Term of Agreement.

1. This Agreement commences on the Effective Date, and will continue for an initial term through April 30, 2021 ("Term"). This Agreement shall automatically renew for consecutive additional three (3) year periods ("Renewal Term") on the same terms and conditions of this Agreement, unless either Party provides at least ninety (90) days written notice to the other Party prior to the expiration of any Term of such Party's intent not to renew.

2. This Agreement may be terminated by either Party in the event of a breach that is not remedied within sixty (60) days following the delivery of written notice of the breach.

3. Property Termination or Suspension:

   a. Customer may remove any Property from this Agreement, without liability for Early Termination Fee, in the event that a) the Property is sold to an unrelated third party, or b) the management agreement with such Property's owner is terminated. Customer will give SHS at least thirty (30) days advance written notice when possible, and will ensure that all invoices for services for such Property have been paid through the Property Termination Date

   b. Customer may temporarily suspend Call Center Services to a Property with at least ten (10) days prior notice to SHS. SHS will continue to invoice Customer for any calls received by the Call Center for the suspended property. Upon Customer request, SHS will reactivate such suspended Property for a $250.00 reactivation fee.

4. A Party shall have the right to terminate this Agreement by giving thirty (30) days written notice to the other Party upon the happening of any of the following events:

   a. If such other Party ceases to conduct business in the ordinary course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, avails itself of or becomes subject to any petition or proceeding under any statute of any state or country relating to insolvency or the protection of the rights of creditors, or any other insolvency or bankruptcy proceeding or other similar proceeding for the settlement of the other Party's debt is instituted.

   b. If a Force Majeure Event (as defined in Section D(4) below) makes it illegal or impossible for such Party to meet its obligations hereunder, then either Party may give notice of termination, which shall not be considered a default under this Agreement and shall be termination without penalty.

5. In no event shall either Party be liable to the other for any delay or other failure to perform hereunder that is due to circumstances beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, third party failures to the extent not occasioned by the fault or negligence of the delayed Party ("Force Majeure Event"). If SHS cannot provide the Call Center Services due to a Force Majeure Event for thirty (30) days from the start of the Force Majeure Event or cannot provide a reasonable substitute, then either Party shall have the right to terminate this Agreement with no further liability to the other Party except for payment for Services provided prior to such termination.

6. Upon termination:

   a. Any fees due to SHS in accordance with Section C(5) shall be paid by Customer.
   b. SHS shall use reasonable efforts to provide assistance to the Customer or the new service provider to facilitate proper transfer of responsibility for a reasonable period upon termination.
   c. SHS shall cooperate with the new provider to assist in transferring all toll free numbers used by the Customer.
   d. SHS shall not claim ownership, nor rights to, nor encumber, nor delay the transfer of toll-free numbers to the new provider.

E. Guest Information.

1. SHS will hold, use and retain Guest Information as disclosed in the current privacy policy displayed on the SHS web site as updated from time to time. SHS agrees to provide reasonable care to ensure that information provided by Guest and Customer shall be kept secure in compliance with applicable privacy laws.

2. SHS covenants that it has implemented and will maintain, administrative, technical, and physical safeguards designed to (a) ensure the confidentiality, security, integrity, and availability of Customer's Guest Information; and (b) protect against any reasonably anticipated threats to the confidentiality, security, integrity and availability of Customer's Guest Information; and (c) protect against unauthorized processing or access to Customer's Guest Information.

3. SHS shall indemnify and hold Customer and Customer Properties harmless for all claims, losses and/or damages suffered (including court costs and reasonable attorneys' fees) incurred by Customer or Customer Properties as a result of SHS's failure to perform its obligations under this Section E.

F. .DISCLAIMER OF WARRANTIES.

SHS CALL CENTER SERVICES ARE PROVIDED "AS IS". SHS MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT SHALL BE DEEMED A WARRANTY FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF SHS WHATSOEVER. THE PARTIES AGREE AND ACKNOWLEDGE THAT THIS PROVISION IS MATERIAL TO THE AGREEMENT AND IS A SIGNIFICANT CONSIDERATION IN SHS' WILLINGNESS TO ENTER INTO THIS AGREEMENT.

G. LIMITATION OF LIABILITY.

1. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, REVENUE OR SAVINGS) ARISING OUT OF CUSTOMER'S USE OF CALL CENTER SERVICES WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE PARTY HAD BEEN ADVISED OF, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THEREOF.

2. EXCEPTING LIABILITY FOR SHS'S INDEMNIFICATION OBLIGATION UNDER SECTION E, AND EXCEPTING LIABILITY (WITH REGARD TO CUSTOMER) FOR EARLY TERMINATION FEE UNDER SECTION C(5), IN NO EVENT WILL THE LIABILITY OF EITHER PARTY FOR ANY REASON EXCEED THE AMOUNT DUE AND PAYABLE TO SHS UNDER THIS AGREEMENT DURING THE 12 MONTHS PRECEDING THE OCCURRENCE OF THE CLAIM. NO CLAIM MAY BE BROUGHT MORE THAN 12 MONTHS AFTER CUSTOMER KNEW OF OR REASONABLY SHOULD HAVE KNOWN OF THE CLAIM, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3. WITH RESPECT SPECIFICALLY TO SHS'S INDEMNIFICATION OBLIGATION UNDER SECTION E(3), IN NO EVENT WILL SHS'S LIABILITY FOR ANY REASON EXCEED THE AMOUNT DUE AND PAYABLE TO SHS UNDER THIS AGREEMENT DURING THE 18 MONTHS PRECEDING THE OCCURRENCE OF THE CLAIM.

4. NO CLAIM MAY BE BROUGHT MORE THAN 12 MONTHS AFTER CUSTOMER KNEW OF OR REASONABLY SHOULD HAVE KNOWN OF THE CLAIM, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

H. Confidentiality.

1. Each Party acknowledges that during the term of this Agreement it may receive from the other confidential and proprietary information ("Confidential Information"). Confidential Information includes the terms and conditions of this Agreement, any and all applicable IP Rights, proprietary and confidential information of SHS or Customer, their affiliates, subsidiaries, successors or assigns concerning their past, present or future industrial, corporate, and trade secrets, research, development, business activities or affairs, finances, properties, methods of operation, processes and systems, related to the business of SHS or Customer disclosed under this Agreement. Confidential Information does not include any information that (1) is or becomes generally known to the public, (2) which was in the receiving Party's possession or was known by it prior to receipt by the disclosing Party, (3) was rightfully disclosed to the receiving Party without restriction, or (4) was independently developed by a Party without the use of the other Party's Confidential Information..

2. Confidential Information shall not be disclosed
to third parties, other than employees or consultants of each Party who have a legitimate need to know or for the proper performance of their duties it is necessary to have access to such Confidential Information, or when such Confidential Information is required to be disclosed by a governmental organization or subpoena.

I. Governing Law and Compliance with Law.

1. This Agreement and any dispute arising hereunder shall be construed in accordance with the procedural, evidentiary and substantive laws of the State of Texas without regard to principles of conflict of laws. This Agreement will not be governed by the U.N. Convention on the International Sale of Goods, the application of which is expressly excluded. The parties consent to the jurisdiction of, and agree that the exclusive venue for any litigation arising hereunder shall be, the federal or state courts in Tarrant County, Texas. Each party waives any objection which it may have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in such courts. Notwithstanding anything herein to the contrary, in the event of an actual or threatened breach of the use restrictions placed on the Call Center Services or related software or the Confidentiality provisions contained herein, the non-breaching party will be entitled, without waiving any other rights and remedies and without obligation to post a bond, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

2. Customer agrees to comply with applicable U.S. and foreign laws and regulations in its performance of this Agreement, including import and export laws. Providing Call Center Services to, or for use by any person, entity or country on the U.S. Department of Commerce Denied Persons List or the U.S. Department of Treasury's lists of Specially Designated Nationals,Specially Designated Narcotics Traffickers or Specially Designated Terrorists, is prohibited, and shall be a material breach of the Agreement.

J. Successors in Interest.

Customer may not assign, transfer, license, sublicense, delegate or otherwise convey any of Customer's rights or obligations under this Agreement without the prior written consent of SHS. Notwithstanding the foregoing, SHS hereby consents to Customer requiring the Properties to agree to abide by the terms and conditions of this Agreement in connection with each Property's use of the Call Center Services. In the event of any approved assignment, the assignor shall remain liable for the assignee's continuing performance. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and assigns.

K. Notice.

Any notices hereunder will be given to the appropriate Party at the address specified below or at such other address as the Party has specified in writing. Notice shall be sent either: (i) by commercial overnight courier, (ii) by personal delivery; or (iii) by email or fax with delivery confirmation.

To Customer: Cobblestone Hotels
980 American Drive
Neenah, Wisconsin 54956
To SHS: Sabre Hospitality Solutions
Attn: President
3150 Sabre Drive
Southlake, TX 76092
T: 682-606-4000; F: 682-606-7859

L. Severability. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to a judicial decision, the remainder of this Agreement shall remain valid and enforceable.

M. Survival. All provisions of this Agreement relating to payment, confidentiality, nondisclosure, and proprietary rights shall survive the Termination of this Agreement.

N. Entire Agreement. This Agreement is the complete agreement of the Parties and supersedes all prior oral or written agreements, contracts, proposals, understandings, offers and discussions. This Agreement may not be modified or altered except by written instrument executed by both Parties.

O. Offer Expiration. This offer for services at the pricing contained herein will be null and void if this Agreement is not signed and returned to SHS within sixty (60) days of issuance.

COBBLESTONE HOTELS, LLC

TECHNOLOGY ADDENDUM – COBBLESTONE REWARDS PROGRAM

EXHIBIT H TO THE DISCLOSURE DOCUMENT

TECHNOLOGY ADDENDUM TO FRANCHISE AGREEMENT
COBBLESTONE REWARDS PROGRAM SERVICES AGREEMENT

THIS TECHNOLOGY ADDENDUM TO FRANCHISE AGREEMENT ("Addendum"), made as of the date last executed below ("Effective Date"), by and between Cobblestone Hotels, LLC, a Wisconsin limited liability company ("Cobblestone") and _____ ("Franchisee").

RECITALS

WHEREAS, Cobblestone and Franchisee have previously entered into a Franchise Agreement (the "Franchise Agreement") whereby Cobblestone granted Franchisee a license to operate a Cobblestone branded lodging facility at _____ ("Franchised Location") using the Cobblestone system;

WHEREAS, pursuant to its rights under Articles 6(c) of the Franchise Agreement, Cobblestone requires that Franchisee, at its expense, participate in all programs now or at any time hereafter sponsored by Cobblestone to promote and reward the frequent and regular guests of hotels operating under the Marks or any other trademarks or trade names owned by Cobblestone;

WHEREAS, Cobblestone has established the Cobblestone Rewards Program, which is Cobblestone's branded worldwide frequent guest loyalty rewards program (the "Program") that enables Members to earn points ("Rewards Points") from qualified hotel stays ("Qualifying Revenue"); and

WHEREAS, Franchisee is required to participate in the Program pursuant to the terms of this Addendum and the Cobblestone Rules and Regulations, as may be amended from time to time.

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein and made a part hereof, the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cobblestone and Franchisee covenant, warrant and agree as follows:

1. **Set-Up Fee**. Franchisee shall remit to Cobblestone when invoiced a one-time fee in the amount of two thousand and no/100 dollars ($2,000.00) ("Set-up Fee") for the costs associated with the initial set-up and implementation of the Program at the Franchised Location.

2. **Additional Training**. Upon Franchisee's request, subject to availability, on-line training is available on an unlimited basis. If Franchisee requests on-site agent training or customized Program training, it is available at one thousand two hundred and no/100 dollars ($1,200.00) per day.

3. **Monthly Program Fee**. Franchisee shall remit to Cobblestone when invoiced a monthly fee in the amount of the greater of (i) three hundred and no/100 dollars ($300.00) or (ii) fifteen percent (15%) of Usage (defined below) plus $0.045 per manual point ("Monthly Program Fee"). "Usage" means all revenue related to room bookings by guests that are members of the Program including all items such as breakfast and service fees butdoes not include vat and sales tax. Monthly fees may be increased by Cobblestone at any time. A late charge of 1½% per month will apply to undisputed past due amounts.

4. **Grant**. Cobblestone hereby grants to Franchisee the right to access the Program and use the same in the operation of the Property. The rights herein granted to Franchisee are conditioned upon Franchisee's strict compliance with the terms and conditions attached to this Addendum ("Terms and Conditions"). Where a provision of the Franchise Agreement is inconsistent with a provision of this Addendum, this Addendum shall govern. Franchisee acknowledges and agrees that, in addition to the other rights granted to Cobblestone under the Franchise Agreement, upon the occurrence of a breach of the Terms and Conditions or of the Franchise Agreement by Franchisee, Cobblestone has the right to immediately suspend Franchisee's participation in the Program until such breach has been cured to Cobblestone's reasonable satisfaction. A reactivation fee of $2,000 will be assessed if service is disconnected due to breach.

5. **Term of Grant**. The rights granted hereunder shall be coterminous with that of the Franchise Agreement, unless terminated earlier as provided herein. This Addendum may be terminated (i) at any time by Cobblestone upon fifteen (15) days prior written notice, or (ii) automatically upon termination or expiration of the Franchise Agreement.

6. **No Warranty.** Franchisee expressly understands and agrees that Cobblestone shall not be liable for any loss or damage whatsoever (direct, indirect, punitive, actual, consequential, incidental, special, or otherwise) resulting from any omission in the content or performance of, or any inability to access or use the Program, regardless of the basis upon which liability is claimed, even if Cobblestone has been advised of the possibility of such loss or damage. Cobblestone makes no representation or warranty, express or implied, that the Program will meet Franchisee's requirements or that they will be uninterrupted, timely, secure, or error free; nor does Cobblestone make any warranty as to the results that may be obtained from the use of the Program or as to the accuracy, completeness, timeliness, or reliability of the Program. Cobblestone shall not be responsible for any problems or technical malfunctions of the Program, including any problems or technical malfunctions of any telephone network or lines, computer on-line systems, servers, Internet access providers, computer equipment, software, or any combination thereof, including any injury or damage to the computer or telephone lines of Franchisee or any other person as a result of using the Program and/or other services. Franchisee acknowledges that the Program and other services are being provided to Franchisee "as-is".

7. **Indemnification**. In addition to the indemnification obligations of Franchisee under Article 15(B) of the Franchise Agreement, Franchisee shall indemnify Cobblestone against and shall reimburse Cobblestone upon demand for any and all losses, costs, expenses (including without limitation, reasonable attorneys' fees, disbursements of counsel, investigation expenses, expert witness fees, court costs, deposition expenses, and travel and living expenses), liabilities, damages, fines, penalties, charges, assessments, judgments, settlements, claims, causes of action, and other obligations of any nature whatsoever that Cobblestone may at any time, directly or indirectly, suffer, sustain or incur, arising out of, based upon or resulting from the breach by Franchisee of the Terms and Conditions. Cobblestone will always have the right to defend any claim made against it with respect to which it is entitled to indemnification hereunder and Franchisee shall reimburse Cobblestone upon demand for any and all costs and expenses, including reasonable attorneys' fees incurred by Cobblestone in connection therewith.

10. **Full Force and Effect**. Except as amended by this Addendum, the Agreement and all prior Addendums remain in full force and effect.

11. **Conflict**. In the event of conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

12. **Defined Terms**. Capitalized terms used, but not otherwise defined in this Addendum shall be given the meaning given said terms in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Technology Addendum to Franchise Agreement – Loyalty Program as of the date last executed below.

COBBLESTONE HOTELS, LLC a Wisconsin limited liability company	FRANCHISEE: _____ _____
By: _____ Name: Kim Wogernese Title: Managing Member	By: _____ Name: _____ Title: _____
Date: _____	Date: _____

TERMS AND CONDITIONS – LOYALTY PROGRAM

1. PROGRAM.

1.1. Program Description. Cobblestone Rewards will be governed by the Cobblestone Membership Terms and Conditions located at https://cobblestoneloyalty.com/en-US/Login/SignUp ("Cobblestone Membership Terms and Conditions").

1.2. Reward Points. The Program will enable Members to earn points ("Reward Points") from Qualifying Revenue. Once Folio Data is transmitted to Cobblestone, the Qualifying Revenue for the Member (defined in Section 1.5 below) will be converted into Reward Points which will then be accessible in the Member's online account.

1.3. Qualifying Revenue and Reward Points Processing. "Qualifying Revenue" is defined as all Reward Point-earning room revenue related to all folios submitted to Cobblestone for processing. Any folios that cannot be matched to a valid membership due to inaccurate or incomplete Member data will be recorded and held for future identification and will be included in Qualifying Revenue in the month in which the folio was first received. Qualifying Revenue will include all revenue related to room bookings including all items such as breakfast and service fees included in an all-inclusive booking but exclusive of incentives, vat and sales tax. Cobblestone may add additional qualifying revenue categories at any time. Qualifying Revenue booking channels include, but are not limited to:

1.3.1. Cobblestone Brand website(s);

1.3.2. Cobblestone Rewards Members site, (www.cobblestonerewards.com) administered by Cobblestone ("Cobblestone Rewards Website");

1.3.3. Cobblestone network co-branded websites;

1.3.4. Walk-in bookings; and

1.3.5. Member/guest direct phone calls to hotel (or routed to hotel's direct phone via Cobblestone's toll-free number).

1.4. Additional Member Benefits. Member recognition benefits, elite tier status, and bonus points are awarded to Members pursuant to Cobblestone's Membership Terms and Conditions. Select member benefits will be excluded in the case a Franchised Location is not capable of delivering a specific benefit.

1.5. Members**.** Persons enrolled into Cobblestone Rewards through, or recruited by, any Franchised Location, are referred to herein as "Members."

1.6. Member Redemption. Members may redeem Reward Points online via the Cobblestone Rewards website, Cobblestone Member website(s), or via Franchised Location's website, if applicable, for free room night stays at Franchised Location ("Award Night"). Cobblestone may modify, at their sole discretion, the number of Reward Points required for Award Night redemptions and the number of Reward Points earned by Members per eligible dollar spent. Members may be allowed from time to time to redeem Reward Points for other, non-hotel redemption items as offered by redemption partners as contracted by Cobblestone.

1.7. Redemption Payment to Franchised Location. Redemption Payments will be made by Cobblestone to Franchised Location and administered as follows:

1.7.1. Award Night Reimbursement. Franchised Location will be reimbursed with a "Redemption Fee" for accepting Reward Point redemptions for Award Nights redeemed by Members equal to seventy-five (75%) percent of the actual rate booked by the Member for Award Night(s).

1.7.2. Redemption Fee Calculation. Redemption Fees will be calculated at the time of Member booking based on the actual rate booked by the Member for Award Night(s). Such Redemption Fee, as calculated, will be deemed to be inclusive of all VAT, sales taxes or withholding taxes that may be applicable.

1.7.3. Redemption Notification. Cobblestone will provide a notification as part of the reservation confirmation for each Member checking-in with a rewards reservation. In addition, each redeemed night will be noted in the Cobblestone Property Management System.

1.7.4. Redemption Fee Credits. Redemption Fees may be credited by Cobblestone to Franchised Location against the Monthly Program Fee. In the event that the Redemption Fee credits exceed the balance due for the Monthly Rewards Fee then the credit may be held over and set against future Monthly Program Fees.

1.7.5. Net Credit. Cobblestone shall have the right to apply any Redemption Fee owed to Franchised Location from Cobblestone to any amounts outstanding from Franchised Location owed to Cobblestone and an amount equal to such credit shall be retained by Cobblestone.

1.7.6. Cobblestone's Right to Withhold Redemption Fee Payment. If Franchised Location's average aged balance due is greater than sixty (60) days Cobblestone reserves the right to withhold Redemption Fee payments due to such Franchised Location until such balance returns to an average of less than sixty (60) days in age. Cobblestone's Right of Off-Set. Cobblestone has the right to off-set Redemption Payments against (a) any Monthly Program Fee that is due, (b) reservation commissions that are overdue, and (b) any other overdue outstanding balances owed by Franchised Location to Cobblestone.

1.8. Optional Allocation of Black-Out Dates. Franchised Location is allocated an aggregate of twenty (20) nights per calendar year that are not available for reward redemption ("Black-Out Dates"). Black-Out Dates apply for all Silver-tier and Gold-tier memberships but not for Platinum-tier membership or higher membership categories. If desired by Franchised Location, all Black-Out Dates for the next year must be submitted by Franchised Location to Cobblestone three (3) months in advance. Black-Out Dates that are associated with a date in the past cannot be modified. At any time during the year, Black-Out Dates associated with dates fifteen (15) days or more in the future may be reallocated to another date more than fifteen (15) days in the future. Black-Out Dates associated with a date fifteen (15) days or fewer in the

future may not be modified with the exception of force majeure.

1.9. Optional Limitation of Award Night Allocation. If desired, Franchised Location has the ability to limit the percentage of available Award Nights on any specific night to five percent (5%) of their total number of habitable rooms.

1.10. Member Cancellation for Abuse. Cobblestone reserves the right to cancel membership and revoke any and all unredeemed Reward Points collected by any Member who appears to be using the Program in a manner inconsistent with the Cobblestone Terms and Conditions, due to Member inactivity / non-use for a period of time to be determined by Cobblestone, or intent of the Program or any portion of the Program. Reasons for termination include, but are not limited to: (a) violation of the Terms and Conditions; (b) misrepresentation of any information or any misuse of the Program; (c) violation of any national, state or local law or regulation in connection with the use of membership privileges; (d) commission of fraud or abuse involving any portion of this Program; (e) more than one active account per member; (f) inactivity beyond a twenty four (24) month period; or (g) action, in any other way, to the detriment of the Program or any of its alliances; all as may be determined by Cobblestone in its sole discretion.

1.11. Program Partnerships. Cobblestone reserves the right to enter into Cobblestone network-wide global and local partnerships with non-hotel third parties. Such partnerships include, but are not limited to airline miles, retail, charity, travel, and co-branded consumer credit card programs. Franchised Location will be automatically included, and agrees to participate, in such partnerships during the Term.

1.12. Modifications to Program. Cobblestone, from time to time, may update or create new policies regarding the Program, including but not limited to privacy policies, Membership Terms and Conditions, policies that affect how Franchised Locations interact with other Cobblestone hotels, how hotels interacts with Members and how Member data is shared among hotels.

2. Franchised Location Obligations.

2.1. Payments. Franchised Location unconditionally guarantees the full and prompt payment of all amounts owed by Franchised Location to Cobblestone under this Agreement and any other agreement between Franchised Location and Cobblestone.

2.2. Hotel Participation. Franchised Location agrees to the following operational responsibilities:

2.2.1. Recruiting and enrolling guests as new Cobblestone Rewards Members;

2.2.2. Reporting of enrollment stays and new sign-ups to the Program;

2.2.3. Fulfillment of Member Award Night bookings at agreed upon Redemption Fee;

2.2.4. Fulfillment of Member recognition benefits;

2.2.5. Reporting points eligible reservations and Qualifying Revenue;

2.2.6. Entering each Member's membership number at the time of reservation (or if not possible at the time of reservation, at the time of check-in) and associate it with the guest's folio;

2.2.7. Transmission of all required Folio Data to Cobblestone; and

2.2.8. Fulfillment of all other obligations pursuant to the Agreement.

2.3. Member Enrollment. Franchised Location will make all commercially reasonable efforts to market the Program to Franchised Location's guests. Franchised Location will train front desk agents, and other "front of house" staff, on best practices and methods related to enrolling guests in the Program, ensuring that all front desk agents and staff inform Franchised Location guests about the Program and diligently take steps to enroll Franchised Location guests in the Program.

2.4. Marketing Materials. Franchised Location shall market the Program, including but not limited to, in the following methods:

2.4.1. Provide enrollment forms and riser cards at the Franchised Location's front desk;

2.4.2. Provide a link to the Program's Cobblestone Rewards Website that reads "Register for Cobblestone Rewards" (or similar phrase); and

2.4.3. If technically feasible, on Franchised Location's website, offer guests a single-click option of joining the Program at the time of booking a reservation as part of the standard online reservation booking process.

2.5. Room Rate Availability. Franchised Location will offer the published best available rate to Members. Rates made available to Members must be as good as the best available rates made available on the Cobblestone's own website.

2.6. Honor Redemption Transactions. Franchised Location will honor Award Night redemption transactions, upgrade redemptions, paid service redemptions, etc. that Members validly present in addition to redemptions reported in the OMS interface or via email to Franchised Location with the reservation or confirmation. Franchised Location will honor reservations booked through any Cobblestone channel, including Cobblestone's website or call centers.

2.7. Honor Recognition and Value Benefits. Franchised Location will honor the recognition value (Member rates), and tier benefits of Members listed on Exhibit "B," attached hereto and incorporated herein by reference (the "Membership Benefits"). Franchised Location must honor member benefits for all Members regardless of the hotel or other organization in which the Member originated. Select member benefits will be excluded in the case a Franchised Location is not capable of delivering a specific benefit.

2.8. Member Folio Association. Franchise location will enter each Member's membership number, the matching name, and matching email at the time of reservation (or if not possible at the time of reservation, at the time of check-in) and associate with the guest's folio. The Franchised Location Property Management System must be able to accept this information in all bookings made: (1) directly with the Franchised Location; (2) via any voice reservations offices; (3) via the Franchised Location's website: and (4) through the Cobblestone Website.

2.9. Member Data Transmission. Cobblestone will use commercially reasonable efforts to install software into

the PMS ("PMS Integration") at Franchised Location to facilitate real-time, automated transmission of the Member's entire folio data including the Cobblestone Member Number and the Member's full name, email address, phone number(s), address, room nights, dates of stay and Qualifying Folio Revenue (the "Folio Data"). In the case that a license fee is charged by the PMS provider to open an external interface, each instance of this expense will be the responsibility of Franchised Location. If direct PMS Integration is not possible for technical reasons, Franchised Location shall electronically transmit the Folio Data in agreed upon format to Cobblestone via FTP files or via manual data entry in Cobblestone's PMS in real time but, in any event, not less frequently than daily. Franchised Location agrees to manually upload the Folio Data to Cobblestone via an online form that, for any reason, it has cause to believe was not correctly uploaded by the automated PMS or electronically transmitted systems.

2.10. Program Information. Franchised Location shall provide Cobblestone such information, access, permissions and copies of marketing materials about Franchised Location as Cobblestone shall reasonably request to perform its obligations hereunder.

2.11. Communications with Franchised Location Rewards Members. With Cobblestone's written permission, Franchised Location may communicate directly with Rewards Members and all communications must reflect the current terms and conditions of this Agreement and Cobblestone general program terms & conditions where applicable. Any communication relating to Program promotions and points must be routed through Cobblestone and will be subject to moderation and written approval before distribution to Members.

2.12. Proof of Membership. Presentation of a valid membership card or a valid account, accessed via the PMS interface, provided by the Member, or a Cobblestone membership number shall be sufficient proof of membership.

2.13. Refusal to Honor Redemptions. Any failure of Franchised Location to honor legitimate Redemptions shall be the liability of Franchised Location and any such cancelled revenues shall not be excluded from Qualifying Folio Revenue. Any remedy, financial or material, given by Franchised Location to satisfy a Member shall be the liability of Franchised Location.

2.14. Payment Obligation. Payment by a Member for any services or products provided to such Member shall be made directly to Franchised Location. It shall be the sole responsibility of Franchised Location to satisfy itself as to such payment and under no circumstances shall Cobblestone be liable for payment for such service or product. Cobblestone shall not be responsible for the failure of any Member to honor any credit card, check or obligation to pay for services or products provided by Franchised Location.

2.15. Compliance with Laws. Franchised Location shall have in place all applicable permits, approvals, and licenses and shall comply with all applicable laws and regulations. Franchised Location hereby represents and warrants to Cobblestone that (a) the execution and performance of this Agreement shall not breach any agreement to which Franchised Location is a party or law, rule or regulation by which it is bound, and (b) Franchised Location shall not divulge or use any trade secret or proprietary information of a third party in connection with the transactions contemplated hereby.

2.16. Insurance. Franchised Location shall maintain during the term an appropriate and reasonable level of comprehensive insurance with a nationally recognized company.

3. Termination.

3.1. Cobblestone Right to Terminate. Cobblestone shall have the right to terminate this Agreement in the event of the following: (a) Franchised Location materially breaches this Agreement, which breach is not cured within thirty (30) days of written notice thereof; (b) Franchised Location breaches the Franchise Agreement or any other agreement by and between Franchised Location and Cobblestone, or (c) Franchised Location becomes insolvent, ceases to function as a going concern or to conduct its operations in the normal course of business, files or has filed against it a petition in bankruptcy, or makes an assignment for the benefit of creditors, or has a receiver or trustee appointed for the benefit of creditors, or has a receiver or trustee approved for any material part of its properties or is wound up under bankruptcy (collectively, "Bankruptcy"). Cobblestone shall have the right to terminate any specific Franchised Location Agreement in the event of breach by or Bankruptcy of Franchised Location to which that agreement pertains.

3.2. Post-Termination. At the end of the Term of this Agreement or any termination of this Agreement, Franchised Location will continue to honor Award Night redemptions related to bookings existing at the time of termination for twelve (12) months. Upon any termination of this Agreement, Franchised Location is not authorized to transfer Members to a new hotel loyalty program.

4. Indemnification.

4.1. By Franchised Location. Franchised Location shall defend, indemnify, and hold Cobblestone, its directors, officers, shareholders, agents, and employees, and those of its subsidiaries and affiliates (collectively, the "Cobblestone Affiliates"), harmless from and against any and all claims, suits, losses, liability, costs or expenses (including but not limited to, reasonable attorneys' fees and costs) (collectively, "Losses") which may be brought by or against, or suffered by, Cobblestone Affiliates to the extent any such Loss is caused by (a) the failure of Franchised Location to provide Members with the Membership Benefits, (b) injuries or losses sustained by any person on Franchised Location premises, (c) otherwise relating to the ownership, use or operation of Franchised Location, or (d) Franchised Location misappropriates or violates any intellectual property right or any other right of any person or entity, including, but not limited to any third-party vendor providing the software or other applications necessary to run the Program, or (e) material breach of this Agreement by Franchised Location.

5. Miscellaneous.

5.1. Program Software**.** Cobblestone retains all right, title and interest in and to the Cobblestone Rewards website, third-party integrations, Cobblestone PMS technology software, mobile applications, Cobblestone's Micros Tracking Software, Synxis CRS integration, Stayntouch PMS integration, and any developed websites for the Cobblestone Hotel

Rewards Program (collectively, the "Cobblestone Software"). Franchised Location shall not reproduce, distribute, display, perform or modify the Cobblestone Software except as expressly set forth herein. Franchised Location acknowledges that Cobblestone shall retain all rights, title, and interest in and to the content on and domain name of the Cobblestone Rewards website, including its URL; provided, however, that it shall have no interest in the Cobblestone technology platform associated therewith nor shall it utilize such website (other than its content and/or domain name) upon termination of the Agreement for any reason.

5.2. Member Data. Franchised Location acknowledges and agrees that during the Term, the database of Members' information that is created as a consequence of the Program (the "Member Data") shall be the sole property of Cobblestone. Franchised Location understands that at the end of the Term or upon termination of the Agreement, Cobblestone will obtain sole ownership of the Member Data.

5.3. Member Data Sharing Across Cobblestone Network. Each party acknowledges that when any Member books a reservation or redemption via any Cobblestone booking channel, certain information regarding the Member will be transmitted to Franchised Location. Franchised Location will obtain the necessary consents and permissions to transmit such information for Members and will treat such information obtained from Members confidentially. For the avoidance of doubt, Franchised Location may not sublicense, rent or otherwise transfer any information regarding Members to any third-party. Franchised Location agrees to acquire and use any information obtained regarding Members in accordance with applicable federal, state and local law, the Cobblestone privacy policy and any other guidelines or policies specified by Cobblestone. Members who book reservations or redemptions at

5.4. Governing Law. The validity, interpretation, enforceability and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

5.5. Notices. All notices, demands and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered in accordance with the terms of the Franchised Location's Franchise Agreement.

5.6. Amendments and Waivers. This Agreement may not be amended except upon the written consent of Cobblestone. No failure to exercise and no delay in exercising any right, remedy or power hereunder shall operate as a waiver thereof.

5.7. Assignment. Franchised Location acknowledges that it shall not be permitted to assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, or by operation of law, any right or obligation under this Agreement without Cobblestone's prior written approval. Cobblestone may assign its rights and obligations under this Agreement to a subsidiary or affiliate upon written notice to Franchised Location.

5.8. Severability. If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places or circumstances shall remain in full force and effect.

5.9. LIMITATION ON LIABILITY. IN NO EVENT WILL COBBLESTONE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS OR REVENUE, INCURRED BY FRANCHISED LOCATION (OR ANY THIRD PARTY), WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF COBBLESTONE HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. COBBLESTONE'S LIABILITY SHALL BE LIMITED TO THE MONTHLY PROGRAM FEE RECEIVED BY COBBLESTONE UNDER THIS AGREEMENT FOR THE PRIOR SIX (6) MONTH PERIOD.

EXHIBIT "A"

D. **MEMBERSHIP TIER QUALIFICATION AND POINTS**

Membership Level	**Silver**	**Gold**	**Platinum**
Points	$1 = 10 points	$1 = 10 points, Plus 25% bonus	$1 = 10 points, Plus 50% bonus
Qualification	0 room nights (membership card mailed to you after 2 nights)	10 nights in a consecutive 12-month period	20 nights in a consecutive 12-month period

EXHIBIT "B"

RECOGNITION MEMBERSHIP BENEFITS

Membership Tier	**Silver**	**Gold**	**Platinum**
Qualification	0 room-nights	10 room-nights	20 room-nights
Point accrual	$1=10 points	$1=10 points	$1=10 points
Bonus points	–	25% bonus	50% bonus
Purchase points (if available)	♦	♦	♦
Transfer points	♦	♦	♦
On-property Member assistance	♦	♦	♦
Access Member account on the web	♦	♦	♦
Make online reservations for all Cobblestone properties	♦	♦	♦
Exclusive members-only offers	♦	♦	♦
Quarterly electronic newsletters & statements	♦	♦	♦
Priority check-in	♦	♦	♦
Complimentary weekday newspaper	♦	♦	♦
Early check-in (1:00 p.m.)	–	♦	♦
Late check-out (4:00 p.m.)	–	♦	♦
Upgrade to next best room category at no charge	–	♦	♦
Complimentary access to hotel-operated Health Club or Fitness Center	–	–	♦
No blackout dates	–	–	♦
24-hour guaranteed room availability	–	–	♦
Priority reservations	–	–	♦
Special welcome amenity (specific items)	–	–	♦

1. Membership collateral sent after guest completes a two-night stay (subject to change) at a participating property. Qualifying Members will complete a web-based address verification process in order to receive their physical card. Alternatively, Members may print their card online.
2. Based on U.S. Dollars after currency conversion.
3. Friend or family member must be an immediate family member.
4. Subject to availability. If the reserved room type is not available at check-in, or in the event room upgrades are not available, you will receive an upgrade to the best room available. Upgrade excludes suites. Priority check-in and newspapers not available at all hotels.
5. Subject to availability.
6. Lounge access is not available at all hotels.
7. Member benefits, elite tier status, and bonus points are awarded to Members pursuant to Cobblestone's Membership Terms and Conditions.
8. Select member benefits will be excluded in the case a Franchised Location is not capable of delivering a specific benefit.

COBBLESTONE HOTELS, LLC
SOJERN MARKETING PLATFORM AGREEMENT

EXHIBIT I TO THE DISCLOSURE DOCUMENT

SOJERN MARKETING PLATFORM AGREEMENT

THIS SOJERN MARKETING PLATFORM AGREEMENT ("Agreement"), effective as of the date last executed below ("Effective Date"), by and between Cobblestone Hotels, LLC, a Wisconsin limited liability company ("Cobblestone")_____("Franchisee").

RECITALS

WHEREAS, Sojern, Inc. ("Sojern") provides marketing solutions to hotels ("Services");

WHEREAS, Cobblestone has entered into an Agreement with Sojern for the provision of the Services (the "Cobblestone Agreement"); and

WHEREAS, Franchisee desires to use the Services in connection with the operation of its hotel located at _____ ("Franchised Location").

NOW THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Monthly Fee**. Franchisee shall remit to Cobblestone when invoiced a monthly fee for contracted commission per gross action by Sojern on behalf of the Franchised Location, which includes, but is not limited to, cancellations ("Gross Action"). Currently such fee is fifteen percent (15%) of Gross Action, but may be modified at any time in the sole and absolute discretion of Cobblestone.

2. **Terms and Conditions**. Franchisee agrees to abide by the Sojern Terms and Conditions, which can be found at www.sojern.com/advertiserterms. To the extent that the provisions of the Terms and Conditions apply to Franchisee's use Sojern, Franchisee shall assume toward Cobblestone all obligations and responsibilities Cobblestone, under the Cobblestone Agreement, assumes toward Sojern. Cobblestone shall have the benefit of all rights, remedies and redress against Franchisee that Sojern, under the Cobblestone Agreement, has against Cobblestone. Where a provision of the Cobblestone Agreement is inconsistent with a provision of this Addendum, this Addendum shall govern. Franchisee acknowledges and agrees that, in addition to the other rights granted to Cobblestone under the Franchise Agreement, upon the occurrence of a breach of the Terms and Conditions or of the Franchise Agreement by Franchisee, Cobblestone has the right to immediately suspend Franchisee's participation in Sojern until such breach has been cured to Cobblestone's reasonable satisfaction.

3. **Term of Grant**. The rights granted hereunder shall be coterminous with that of the Cobblestone Agreement. Notwithstanding the foregoing, Cobblestone may terminate this Agreement at any time, with or without cause, upon five (5) days prior written notice.

4. **No Warranty.** Cobblestone makes no representation or warranty, express or implied, that the Services will meet Franchisee's requirements or that they will be uninterrupted, timely, secure, or error free; nor does Cobblestone make any warranty as to the results that may be obtained from the use of the Services or as to the accuracy, completeness, timeliness, or reliability of any information obtained through or posted on such systems or Services. Cobblestone shall not be responsible for any problems or technical malfunctions of the Services Franchisee acknowledges that the Services are being provided to Franchisee "as-is".

5. **Indemnification**. Franchisee expressly agrees that the indemnification provisions contained in Article 15(B) of the Franchisee's Franchise Agreement with Cobblestone shall be applicable to any damages, costs or expenses that Cobblestone may at any time, directly or indirectly, suffer, sustain or incur, arising out of, based upon or resulting from the breach by Franchisee of the Sojern Terms and Conditions.

[SIGNATURES ON FOLLOWING PAGE]

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

COBBLESTONE HOTELS, LLC a Wisconsin limited liability company	FRANCHISEE: _____ _____
By: _____ Name: Kim Wogernese Title: Managing Member	By: _____ Name: _____ Title: _____
Date: _____	Date: _____

This Sojern Terms and Conditions ("Terms") is made between the Sojern entity addressed in the Order Form ("Sojern"), and the contracting party identified on the Order Form ("Customer"), together referred to as the "Parties" and each individually as a "Party". The Parties hereby agree to these Terms, including any applicable Service Schedules(s), Order Form(s), and SOW(S), each of which become binding on the Parties and are incorporated into these Terms upon execution of an Order Form ("Terms Effective Date"). Each Order Form, or SOW is governed by and incorporates the following documents collectively referred to as the "Agreement," that consists of:

1. Order Form, and/or Statement of Work;
2. Service Schedule(s); and
3. These Terms.

In the event of a conflict, the order of precedence is set out above in descending order of control. Where these Terms or an Order Form have been translated into a language other than English, such translation(s) shall be for informational purposes only and the English version shall control in the event of a conflict.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT REQUIRES THE USE OF ARBITRATION TO RESOLVE DISPUTES ON AN INDIVIDUAL CLAIM BASIS ONLY AND WITHOUT A JURY TRIAL.

1.Definitions

"Ad Content" means any content which promotes Customer's products and/or services, including, but not limited to, images, graphics, text, data, links or other digital objects or code.

"Advertiser" means the end customer Sojern is ultimately providing its Services for. Also could be a Represented Hotel.

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the Party. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voted interests of the Party. Any legal entity will be considered a Party's Affiliate as long as that interest is maintained.

"Agency" means a media agency or management company that purchases Sojern Services for the benefit of their Represented Hotel.

"Customer Account" means a unique account for the Customer and its Users to access and use the Sojern Services.

"Customer Materials" means the materials, systems, data (including CRM), personnel, trademarks, and logos of Customer.

"Digital Asset(s)" means any website, mobile applications, software application, digital platform or tool owned, operated or managed by Customer, or another third party that is part of the Sojern Network.

"Documentation" means the current version of the readme and help files, knowledge base, and other documentation applicable to the Sojern Services and made available to Customer.

"End User" means visitors or clients of Customers visiting or using the Digital Assets owned by the Customer or other third parties on the Sojern Network.

"Guest Experience Solutions"/"GES" means Sojern's cloud-based application, mobile application, and platform for guest engagement and management, including customer relationship management and any corresponding support, maintenance, and professional services.

"Intellectual Property Rights" means all i) patents, patents disclosures and inventions (whether patentable or not), ii) trademarks, service marks, logos, trade or business names, domain names, together with all of the goodwill associated therewith, iii) copyrights and copyrightable works (including computer software), rights in data and databases, iv) trade secrets, know-how, and other confidential information, and v) all other rights or forms of protection of a similar nature, however designated, whether enforceable, registered or not, in any country.

"Order Form" means the commercial agreement entered into by the Parties that sets forth the specific pricing and options for Sojern's provision of the Service to the Customer. Capitalized terms used herein but not defined shall have the meaning set in the Order Form. The Parties may enter into multiple Order Forms, if appropriate.

"Media Services" means all advertising services provided by Sojern pursuant to these Terms, including Programmatic Services, Facebook Services, Metasearch Services, SEM Services, email marketing (each as may be applicable).

"Professional Services" means any consulting, architecture, training, configuration, or other ancillary solutions set forth in an Order Form and/or SOW.

"Represented Hotel(s)" means a hotel or chain that uses an agency or management company to procure and/or manage Sojern Services on its behalf.

"Service Data" means the data Sojern collects using the Sojern Technology in connection with delivering the Sojern Services through: the Sojern Network, the Customer's Digital Assets, and through the Sojern Platform. It could include aggregated, de-identified End User information.

"Sojern Network" means third-party websites, networks, mobile applications, devices, platforms, and channels that are not owned, operated, or controlled by Sojern, but on which Sojern has a contractual right to serve Ad Content or target users on behalf of Customer using Sojern Technology.

"Sojern Platform" means the web-based platform to access certain Sojern Services.

"Sojern Policies" means, as applicable, the Advertising Policy, Acceptable Use Policy, and other such policies.

"Service Schedule(s)" means the service-specific terms applicable to the relevant Sojern Service(s).

"Sojern Service(s)" means any service provided by Sojern pursuant to an Order Form/ or SOW under these Terms through the Sojern Technology.

"Sojern Technology" means Sojern's proprietary, digital media, marketing, data solutions used to provide Sojern Services, including the Sojern Platform, and any scripts, tags, other software code, API, mobile application, software or integration by Sojern in to the Sojern Network as part of the Sojern Services.

"Users" means one individual natural person, whether an employee, contractor, or agent of Customer who is authorized by Customer to access and use the Customer Account, configure the Sojern Services, and access reports and analytics. If the User is not an employee of Customer, use of the Sojern Services will only be allowed only if the User is under confidentiality obligations with Customer at least as restrictive as those in these Terms and is accessing the Sojern Services solely to support Customer's internal business purposes.

2. Usage and Access Rights

2.1 Access to the Sojern Service. Conditioned on Customer's payment of the Fees and subject to the Agreement, Sojern will provide the Sojern Services to Customer, its Affiliates, during the Term, subject to the limitations set forth in the applicable Order Form, Service Schedule.

2.2 Customer Account. In connection with Customer's receipt of Sojern Services, Customer will be asked to create a "Customer Account." Depending on the information Customer makes available when using Sojern Technology, Customer can use the Customer Account to adjust budgets, configure, view various types of analytics, which may include visits to Customer's designated websites, as well as Sojern-Driven Bookings (where applicable). If Customer establishes a Customer Account, Customer agrees to provide accurate and truthful information when establishing the Customer Account and to keep such information current. Customer will be responsible for all activity that occurs using the Customer Account, including any losses incurred by Sojern or any other authorized User of the Sojern Services resulting from Customer's failure to maintain the security of its account information.

2.3 Use of Sojern Technology. To enable Sojern to provide the Sojern Services, Sojern will make available the Sojern Technology to Customer, and Customer will implement and maintain the Sojern Technology on its designated Digital Assets. Customer will secure any necessary authorizations to implement, maintain and use the Sojern Technology on

Customer's designated Digital Assets. Sojern may, from time to time, provide Customer with an update to the Sojern Technology and Customer will promptly insert or implement, or instruct any authorized third party to insert or implement, such updates as instructed by Sojern. In order to provide the Sojern Services, Sojern will use, analyze, process, store and combine Service Data with other data. Sojern may use the Service Data to improve the Sojern Technology and Services, and other programs or solutions, create analytics, reports, and audiences. Customer may only use the Sojern Technology according to the limitations set forth in the Agreement.

3. Payments and Invoicing

3.1 Payment Terms. Customer will pay Sojern in accordance with the Fees as set forth in the applicable Order Form ("Fees"), and Service Schedule. Payment of the Fees will be made using the method specified by the Customer via the Customer Account. Customer is responsible for keeping all account information accurate and up to date, including, as applicable, payment card, bank account information, address, and account contact information. Fees may include any related costs, including third-party services. Customer hereby represents that Sojern is permitted to charge the payment card for all Fees, and that Customer will be responsible for all charges incurred by Users or other payment methods used (such as bank account information) in connection with a purchase or other monetary transaction interaction with Sojern. All Fees are payable in United States dollars and are non-cancelable and non-refundable except as otherwise set forth within the applicable Order Form. Sojern reserves the right to apply any payment received to any outstanding invoice, including any older invoices due, and unpaid.

3.2 Disputes. In the event of late payment, Sojern may without waiving or prejudicing any other rights or remedies available: i) to charge the lesser of 1.5% per month or the

maximum rate permitted by applicable law, ii) suspend the applicable Sojern Service(s) immediately until the Fees are brought current, and/or, iii) where applicable, automatically accelerate all remaining total Fees under the order becoming immediately due and payable. Customer will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by Sojern to collect any amount that is not paid when due, and not properly disputed. If Customer is paying by payment card and if the payment card is declined for any installment, beginning five (5) days after the unsuccessful charge, Sojern may suspend the Sojern Services immediately until payment is brought current. If a PO number is required by the Customer in order for an invoice to be paid, then the Customer must provide such a number by emailing accounting.billing@sojern.com within three (3) days of execution of an Order Form. However, Customer's failure to provide a PO does not relieve Customer of their obligation to pay the Fees.

3.3 Taxes. Customer will be responsible for all applicable taxes in connection with their Order Form or SOW, including, but not limited to, sales, use, excise, value-added, goods and services, consumption and other similar taxes or duties ("Taxes"). Should any payment for Sojern Services be subject to withholding tax by any government, Customer will reimburse Sojern for such withholding tax. If Customer is exempt from any Taxes for any reason, Sojern will exempt Customer from such Taxes on a going-forward basis once Customer delivers a duly executed and dated valid exemption certificate to Sojern and Sojern finance department has approved such exemption certificate. If for any reason a taxing jurisdiction determines that Customer is not exempt from such exempted Taxes and then assess Sojern such Taxes, Customer agrees to promptly pay Sojern for such Taxes, plus any applicable interest or penalties assessed.

4. Agency, Affiliates & Beta

4.1 Agency. If Customer is an Agency or management company signing an Agreement on behalf of a Represented Hotel who will be identified in such Agreement, Customer represents and warrants: (i) that it is authorized to sign the applicable Agreement(s) on behalf of the Represented Hotel; and (ii) Customer will assume liability for all invoices issued pursuant to the applicable Agreement(s) in the event that the Represented Hotel does not timely pay such invoices; iii) it agrees on behalf of the Represented Hotel to these Terms; iv) that all acts performed by Agency on behalf of its Represented Hotels in connection with the use of the Sojern Services shall be in strict compliance with these Terms. If the Agency has not bound a Represented Hotel to these Terms, the Agency will remain liable for performing any of the Represented Hotel's obligations. Agency shall notify Sojern without undue delay should the relationship between the Agency and Represented Hotel terminate in a manner that impacts the Agreement.

4.2 Affiliates. An Affiliate of a Customer may use the Sojern Services under these Terms. However, Customer will remain responsible for the acts and omissions of their Affiliates in connection with each Affiliate's use of the Sojern Services during their orders, including, without limitation, breach of the terms of the Agreement applicable to such Affiliate, even if such Control is no longer maintained. Any claim from any Affiliate that uses the Sojern Services under these Terms shall only be brought against Sojern by the Customer (who is the parent entity). Notwithstanding the foregoing, Sojern may refuse to provide the Sojern Services to any Affiliate that fails to pass, in Sojern's reasonable business judgment, a background check or financial history audit.

4.3 Beta Products. Sojern may offer the right to use certain experimental features or products from time to time ("Beta Products"). All Beta Products are provided on an "as is" and "as available" basis, without any representations, warranties, covenants or obligations of any kind, and may be terminated by Sojern at any time. Any use of Beta Products by Customer is solely at the Customer's own risk.

5. Intellectual Property and Privacy

5.1 Intellectual Property. Sojern is the sole owner or authorized licensee of all Intellectual Property Rights in and to the Sojern Technology, the Sojern Services as well as any changes, derivatives, corrections, developments, enhancements, updates and other modifications, improvements by Sojern through Customer's use of the Sojern Technology or Sojern Services.

Subject to the Agreement and during the Term only, Sojern hereby grants Customer, a non-exclusive, non-transferable, and non-sub licensable license to access, use the Sojern Services for its business purposes.

5.2 Restrictions. Customer shall not or permit any third party to, i) alter, modify, or create any derivative works of the Sojern Services or Technology, the underlying source code, or the Documentation in any way, including without limitation customization, translation or localization; ii) rent, lease, license, sublicense, encumber, sell, offer for sale, or otherwise transfer rights to the Sojern Services, Technology or Documentation, including for timesharing or as a service bureau; iii) port, reverse compile, reverse assemble, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Sojern Services, Technology or Documentation; (iv) copy, distribute, link, frame, mirror or otherwise make available any portion of the Sojern Services, Technology to any third party other than a third-party contractor who may only use the to support the Customer's internal purposes; (v) remove or alter any logos, trademarks, links, copyright or other notices, legends or markings from the Sojern Services or Documentation; (vi) attempt to bypass or tamper with the security, operation, use limits, or access control technology of the Sojern Services; (vii) attempt to access the accounts or data of any other customer; (viii) use the Sojern Services for benchmarking purposes or otherwise to analyze its workings and features for competitive purposes or in a manner that imposes unusual demands on the Sojern Services outside of normal functions and operations; (ix) use, or allow the use of, the Sojern Services by anyone located in, under the control of, or a national or resident of a U.S. embargoed country or territory or by a prohibited end user under export control laws; (x) use the Sojern Services in a manner that interferes with the use or enjoyment of it by others, including using the Sojern Services to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs, or circumventing or disclosing the user authentication or security of the Sojern Services or any host, network, or account related thereto; or (xi) use the Sojern Services or Documentation in a way that: 1. violates applicable law or infringes upon the rights of a third party, including those pertaining to contract, intellectual property, privacy, or publicity; 2. or that violates Sojern Policies, which is incorporated herein and found here 3. or that effects or facilitates the storage or transmission of libelous, tortious, or otherwise unlawful material including, but not limited to, material that is harassing, threatening, or obscene. Notwithstanding any other provision of this Agreement, in the event of Customer's breach of any restrictions in this Section 5, Sojern shall have the right upon notice to immediately suspend the Sojern Services until such breach is corrected.

5.3 Customer Intellectual Property. Customer is the sole owner of its own Intellectual Property Rights.

As applicable, Customer hereby grants Sojern a worldwide, non-exclusive, royalty-free, fully paid up, transferable license, with a right to sublicense, to use, reproduce, distribute copies of, modify, publicly perform and publicly display and otherwise exploit the Ad Content, and if applicable, any other Customer Materials provided to Sojern: (i) as necessary to provide the Sojern Services; (ii) to serve the Ad Content on Sojern Networks; (iii) create custom audiences; and (iv) in order to create advertisements for Customer and Customer's business, to be served on Sojern Networks ("Sojern-Created Content"). Customer agrees that Sojern may use the Ad Content and Customer's name, trademarks, and/or logos: (i) on Sojern's website; (ii) in communications about its business partners, including, without limitation, webinars, pitch decks, communications with the press without prior consent.

5.4 Other than as expressly provided for in these Terms, neither Party will acquire any right, title, possession, control or interest in any Intellectual Property Rights belonging to the other Party or the other Party's licensors.

5.5 Privacy. If the Parties process personal data in the context of the Sojern Services, they agree to comply with their respective obligations under applicable privacy and data protection laws, regulations, and industry self-regulatory principles. Customer will provide notice to, and obtain any required consents from, its End Users and other applicable individuals regarding their collection, use, storage of personal data, including Sojern's collection, use, storage and disclosure of personal data when such data is collected directly from Customer's Digital Assets. Personal data shall be treated in accordance with the Sojern Privacy Policy, available at https://www.sojern.com/privacy/privacy-policy, and Sojern shall maintain administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of personal data. To the extent applicable under relevant privacy laws, these Terms incorporates by reference the Sojern Data Processing Addendum, available at https://www.sojern.com/partner-dpa/na-en, and Customer is a data controller and Sojern is a data processor with respect to personal data.

6. Third-Party Designated Websites/Services

Customer may authorize (and these Terms may serve as the authorization) Sojern or a third party to insert or implement the Sojern Technology on third-party designated website(s), booking engines, or procure third-party services on behalf of Customer. Sojern will not have any liability of any nature whatsoever which arises as a result of compliance with Customer's authorization. Sojern makes no representations as to the suitability, functionality, or legality of any third-party websites, booking engines, or services that Customer has authorized for implementation of Sojern Technology. Customer's correspondence or business dealings with a third party, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between Customer and such third party. There are no third-party beneficiaries to these Terms. In the event that Customer chooses to integrate or interoperate third-party services with the Sojern Services in a manner that requires exchange or access customer data with such third-party services or third-party services provider, Customer grants Sojern: (a) the permission to allow the third-party services and third-party services provider to access customer data and information about Customer's usage of the third-party services as appropriate and necessary to enable the interoperation of that third-party services with the Sojern Services, and will be fully responsible for all fees associated with such access; (b) acknowledge that any exchange of data between Customer and any third-party services is solely between Customer and the third-party services provider and is subject to the third-party services provider's terms and conditions

governing the use and provision of such third-party services; and (c) agree that Sojern is not responsible for any disclosure, modification or deletion of customer data resulting.

7. Warranties & Disclaimers

7.1 Customer. Customer represents and warrants that: (i) it will comply with all applicable local, state, national and international laws, including, but not limited to, laws governing intellectual property and other proprietary rights, data protection and privacy, as well as U.S. export laws and regulations; (ii) it has any necessary authorizations to: (a) access the designated website(s), and (b) the Ad Content and any other content provided by Customer to Sojern: (i) does not and will not infringe, violate or misappropriate any third-party rights, including any patent, trademark, trade secret, copyright, right of publicity, or any other intellectual property or proprietary right; and (ii) complies with Sojern's Advertising Guidelines.

7.2 Sojern. Sojern represents and warrants that it will comply with all applicable local, state, national and international laws, including, but not limited to, laws governing intellectual property and other proprietary rights, data protection and privacy as well as U.S. export laws and regulations.

7.3 Sojern Professional Services. Sojern warrants that the Professional Services will be performed in a competent and workmanlike manner in accordance with accepted industry practices and the terms and conditions herein. However, if Customer does not provide Sojern with timely access to Customer Materials, then Sojern's performance will be excused until access is provided. Customer's exclusive remedy for breach of this warranty is to notify Sojern in writing within thirty (30) days of the non-conforming Professional Services. Upon receipt of such notice, at Sojern's option, Sojern will either use commercially reasonable efforts to re-perform the Professional Services in conformance with these warranty requirements or will terminate the affected Professional Services and will refund Customer the prorated amount of Fees for the unperformed and non-conforming Professional Services. This Section sets forth Customer's exclusive rights and remedies and Sojern's sole liability in connection with the performance of Professional Services.

7.3 Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THE AGREEMENT: A) NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW OR STATUTORY, AS TO ANY MATTER WHATSOEVER; AND B) EACH PARTY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE. In addition, there is no guarantee that Sojern Services will lead to any clicks, leads or actual acquisitions.

8. Confidentiality

8.1 Definition of Confidential Information. Each Party agrees that all business, technical and financial information that is designated as "Confidential" or "Proprietary," or is disclosed in a manner that a reasonable person would understand the confidentiality of the information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party") under an Agreement are the confidential property of the Disclosing Party and its licensors ("Confidential Information"). The Receiving Party shall not be obligated under this Section 8 with respect to information that: (i) is or has become readily publicly available through no fault of the Receiving Party or its employees or agents; (ii) is received from a third party lawfully in possession of such information and the Receiving Party has no knowledge of any disclosure restrictions on such third party to disclose such information; (iii) is disclosed to a third party by the Disclosing Party without restriction on disclosure; (iv) was rightfully in the possession of the Receiving Party without restriction prior to its disclosure by the other Party; or (v) was independently developed by employees or consultants of the Receiving Party without reliance on such Confidential Information.

8.2 Protection of Confidential Information. Except as expressly allowed herein, the Receiving Party will not use or disclose (except in connection with the performance of such Party's obligations under this Agreement) any Confidential Information of the Disclosing Party. Receiving Party shall use the same degree of care to protect the confidentiality of the Confidential Information that it uses to protect its own confidential and proprietary information (but in no event less than reasonable care). Receiving Party may disclose Confidential Information to its employees, consultants and agents who reasonably need to know such Confidential Information for purposes of this Agreement, provided that Receiving Party shall ensure that such employees, consultants and agents are bound by obligations of confidentiality substantially the same as the obligations in this Section. Receiving Party shall be liable for any disclosures of Confidential Information by its employees, consultants and agents in violation of this Section.

8.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law or governmental authority to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. The Receiving Party shall limit any disclosure of Confidential Information pursuant to this Section to the extent strictly necessary to comply with the applicable request by such governmental entity. Any disclosure of Confidential Information pursuant to this Section shall not affect the confidential treatment of such disclosed Confidential Information.

8.4 Remedies. Receiving Party agrees that a breach of this Section may result in immediate and irreparable harm to the Disclosing Party that money damages alone may be inadequate to compensate. Therefore, in the event of such a breach, the Disclosing Party will be entitled to seek equitable relief, including but not limited to a temporary restraining order, temporary injunction or permanent injunction without the posting of a bond or other security.

9. Indemnification

9.1 Customer. Customer will defend, indemnify and hold Sojern, and its officers, directors and employees, harmless from and against any and all third-party claims, charges, complaints, proceedings, damages (direct or indirect), losses, liabilities, costs and expenses (including court costs and reasonable attorney's fees) ("Claims") due to, arising out of, or relating in any way to: (i) a breach by Customer of an Agreement (including these Terms); (ii) the Ad Content or other content provided by Customer to Sojern; or (iii) instructions by Customer to Sojern or a third party for the implementation of Sojern Technology on designated website(s), booking engines, or services.

9.2 Sojern. Sojern will defend, indemnify and hold Customer, and its officers, directors and employees, harmless from and against any and all Claims due to, arising out of, or relating in any way to a third-party claim that i) the Sojern Technology infringes, violates or misappropriates any third-party rights, including any patent, trademark, trade secret, copyright, right of publicity, or any other intellectual property or proprietary right; or ii) Sojern's gross negligence or willful misconduct under an Agreement. Notwithstanding the foregoing, Sojern will not be responsible for any Claims due to Customer's or it's User's combination of Sojern Technology with goods and services provided by third-parties, adherence to specification, designs or instructions furnished by Customer' or Customer's modification of the Sojern Technology not described in the Documentation or otherwise authorized by Sojern. If any portion of the Sojern Technology may be subject to a Claim, then Sojern will have the option at its expense to: i) to modify such Technology to make it non-infringing, or ii) procure the right to continue using the technology. If these options are not possible, Sojern will provide a prorated refund to Customer to any prepaid fees for the infringing Sojern Technology received by Sojern under the Agreement that correspond to the unused portion of the Term (order). The remedies set out in this Section 9 are Customer's sole and exclusive remedies for any actual or alleged infringement by Sojern of any third-party intellectual property right under these Terms.

9.3 Procedures. The Parties' respective obligations in this Section requires: a) that Indemnified Party provides prompt written notice of the claim, and reasonable cooperation, information, in connection therewith, and b) the Indemnifying Party shall have sole control and authority to defend, settle, or compromise such claim, but shall not make any settlement without the Indemnified Party's written consent (not to be unreasonably delayed). The Indemnifying Party will indemnify the Indemnified Parties against: i) all damages, costs, and attorneys' fees finally awarded against any of them with respect to any Claim; ii) all out-of-pocket costs (including reasonable attorneys' fees); iii) and all amounts the Indemnifying Party agreed to pay to any third party in settlement of any Claims under this Section.

10. Limitation of Liability

Except where prohibited by law, in no event will Sojern or any of its Affiliated entities be liable to Customer or any third party for any special, indirect, incidental, punitive, exemplary or consequential damages of any kind arising out of or in connection with: (i) the use of, or inability to use, the Sojern Services; (i) any content made available through the Sojern Services; or (iii) in connection with any agreement that incorporates these Terms, regardless of the form of action, whether in contract, tort, strict liability or otherwise, even if Sojern has been advised, or is aware, of the possibility of such damages. If Sojern is found liable for any damage or loss which arises out of or is in any way connected with an Agreement, then Sojern's liability for any damage or loss which arises out of or is in any way connected with an Agreement will in no event exceed the amount paid by Customer for the provision of the Sojern Services during the six (6) months immediately preceding the date of the claim or one thousand (1,000) U.S. dollars, whichever is greater. In jurisdictions that do not allow for the limitation of liability set forth in these Terms, Sojern's liability will be limited to the fullest extent allowed by applicable law.

11. Modification of Terms and Order Form

11.1 Sojern reserves the right to modify these Terms at any time at its sole discretion and without prior notice, by making the amended terms available on the Sojern website, with the date of revision stated in the title. Notwithstanding the foregoing, Sojern will use commercially reasonable efforts to provide notice of material changes to these Terms when such changes are enacted by posting notice within the updated Terms or within the Customer Account (as decided by Sojern in its sole discretion). Customer's continued use of the Sojern Services will indicate acceptance of such modified terms. If any modification is unacceptable to Customer, Customer's sole and exclusive remedy

is to terminate all Agreements incorporating these Terms. Any negotiated changes to these Terms must be reflected in a countersigned writing.
11.2 Order Form. Except as otherwise specified herein, Order Forms may only be modified: (i) via Customer-initiated changes in the Customer Account (where applicable); or (ii) via countersigned amendment or new Order Form.
12. Term and Termination; Effect of Termination
These Terms commence when Customer accepts or signs the Terms, and shall remain in effect for the duration of all Order Forms and/or SOW'S into which they are incorporated ("Term"). Unless otherwise specified in the Agreement, either Party may terminate such Agreement(s): (i) without cause upon seven (7) days' prior written notice, which notice may be given by electronic mail; or (ii) with immediate effect by written notice if the other Party is in material breach of its obligations and fails to remedy within five (5) days of receipt of notice of such material breach. The Parties agree that the sections discussing payment obligations, privacy, Confidential Information, representations and warranties, indemnification, disclaimers, limitations of liability and the general terms will survive expiration or termination. Immediately upon termination for any reason, i) Customer's access to the Sojern Service will be terminated and Customer will promptly cease all use of Sojern's Confidential Information, ii) Customer will promptly, but in no event later than 15 days after termination, pay in full all Fees due prior to termination.
13. Assignment
In the event that Customer is party to a sale, merger, transfer, or consolidation of its assets (collectively, a "Change of Control"), all Agreement(s) (including these Terms and all payment obligations) will be binding upon the applicable purchaser, successor, transferee or assignee of Customer (the "New Owner") upon completion of such transaction. Sojern may freely assign the Agreements. Customer shall use best efforts to notify Sojern not less than fifteen
(15) days prior to the completion of a Change of Control, which written notice shall include contact information for the New Owner. If Customer fails to notify Sojern of the Change of Control, Sojern reserves the right to invoice Customer for the Fees derived prior to the Change of Control.
14. Relationship Between the Parties
Sojern and Customer are independent contractors. There is no joint venture, partnership, agency or fiduciary relationship existing between the Parties and the Parties do not intend to create any such relationship by this executing any Agreements.
15. Arbitration
READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH A PARTY CAN SEEK RELIEF FROM THE OTHER PARTY. For any dispute with Sojern, Customer agrees to first contact legal@sojernlegal.com and attempt to resolve the dispute with Sojern. In the unlikely event that the Parties have not been able to resolve a dispute after thirty (30) days, any controversy or claim related to this Agreement, or breach hereof, shall be settled by arbitration in the city of San Francisco, California by binding arbitration by JAMS, Inc. ("JAMS") under the Optional Expedited Arbitration Procedures then in effect for JAMS. JAMS may be contacted at www.jamsadr.com. Any award with respect to any Agreement signed by Sojern, Inc., will be construed in accordance with the laws of the State of California, without regard to any conflict of law provision. Any award rendered shall be final, binding, and conclusive. A judgment upon the award rendered may be entered in any court having jurisdiction thereof. It is agreed that the unsuccessful Party to such an action shall pay the prevailing Party therein all costs related to the action, reasonable attorney's fees and expenses incurred by the prevailing Party. With respect to any Agreements signed by Sojern Limited, such Agreements will be construed in accordance with the laws of England and Wales, without regard to any conflict of law provisions. With respect to any Agreements signed by Sojern Intl Limited, such Agreements will be construed in accordance with the laws of the Republic of Ireland, without regard to any conflict of law provisions. Notwithstanding, either Party may apply for injunctive or other equitable relief to protect or enforce that Party's intellectual property rights in any court of competent jurisdiction where the other Party resides or has its principal place of business.
16. General Provisions
The Agreement(s) executed between Sojern and Customer constitute(s) the complete and exclusive agreement(s) between Sojern and Customer with respect to the subject matter hereof, superseding and replacing any and all prior and contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. If any provision of an Agreement (including these Terms) is deemed invalid or for any reason unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions will remain in full force and effect. If either Party chooses not to enforce strict performance of any right or provision under an Agreement (including these Terms), this will not be construed as a waiver of such right or provision. The
Parties acknowledge and agree that notices in electronic format (e.g. e-mail or PDF) are an acceptable means of notice under these Terms.
MEDIA SERVICES SERVICE SCHEDULE Unless otherwise defined in this Service Schedule for the Media Services, capitalized terms will have the meaning given to them in the Agreement. Specific terms described below will only be applicable if Media Services are purchased.
1. Definitions
"Commission Campaigns" means the campaigns utilizing the Sojern Service that allows properties to pay a commission for Sojern-Driven Bookings (e.g. Pay on the Stay).
"Programmatic Services" means Sojern's suite of programmatic display advertising services, which may include, without limitation, display, video and native advertising across multiple platforms.
"Facebook Services" means Sojern managing Customer's Facebook advertising campaigns through Sojern's Facebook Business Manager Account, with Customer allowing Sojern to purchase media and ad inventory on its behalf, and Sojern paying media costs associated with use of the Facebook Services.
"Metasearch Services" means metasearch marketing services provided by Sojern.
"SEM Services" means search engine marketing services provided by Sojern.
"Sojern-Driven Bookings" means bookings initiated by Customer customers via Customer's designated website(s) or booking engines which can be attributed to the Sojern Services.
2. Ad Content
2.1 Customer will provide Sojern with the Ad Content, and if applicable, other Customer Materials reasonably requested by Sojern, in order to enable Sojern to perform its duties under applicable Agreement(s). All Ad Content provided by Customer shall adhere to Sojern's Policies. Sojern reserves the right, in its sole discretion, to reject or remove any Ad Content from the Sojern Network at any time. Sojern will use commercially reasonable efforts to obtain Customer's approval of Sojern-Created Content prior to distribution on the Sojern Network; provided, however, failure by Customer to expressly reject Sojern-Created Content (and non-material variations thereof), will constitute approval by Customer. Customer agrees that Sojern may, in its sole discretion: (i) edit Ad Content provided by Customer with respect to Ad Content size and format; and (ii) test performance of variations of Ad Content (e.g. exterior images vs. room images) to optimize performance of the Media Services.
3.Delivery of Media Services
3.1 Sojern reserves the right to limit, in its sole discretion, the provision and quantity of any feature or part of the Media Services to any person, entity or geographic area. Sojern also reserves the right to modify, amend, suspend, interrupt or terminate the Sojern Technology or the Sojern Network or any part thereof, at any time and for any reason, with or without notice to Customer and without liability to Customer or any third party.
3.2 Sojern will use commercially reasonable efforts to ensure that: (i) the Sojern Network does not include websites that are of a pornographic, defamatory, obscene or illegal nature, and (ii) where requested by Customer, Ad Content does not appear adjacent to Customer competitors, but because Sojern does not own or operate the sites within the Sojern Network, Sojern gives no guarantee or warranty of any kind that Ad Content will not be displayed in such contexts. Sojern expressly disclaims any and all liability in connection therewith and Customer hereby waives any legal or equitable rights or remedies Customer may have against Sojern with respect thereto. Customer's sole and exclusive remedy with regards to i) only is as follows:
a. With respect to Commission Campaigns, Sojern will promptly remove the violating Ad Content; and
b. With respect to all other Media Services campaigns, Sojern will promptly remove the violating Ad Content and offer Customer makegood impressions in an amount equal to the number of errant impressions.
3.3 Solely with respect to Commission Campaigns, Sojern will use best efforts to serve the Ad Content on the Sojern Network; provided, however, that there is no guarantee that Ad Content will be delivered. The placement of Ad Content throughout the Sojern Network and priority and frequency with which the Ad Content is served for Commission Campaigns will be at Sojern's sole discretion.
4. SEM Services
4.1 SEM Services may be made available to Customer, at Customer's express election (which, with respect to Commission Campaigns only, may be provided via e-mail). If Customer engages Sojern to provide SEM Services (where available), the following additional terms shall apply:
a. Customer agrees to permit Sojern to set up and manage search engine marketing accounts for Customer using products including, without limitation, Google Ads and

Microsoft Bing Ads, which products will be selected by Sojern in its sole discretion.
b. As part of the SEM Services, Customer agrees that Sojern may (among other actions), create ad groups and copy, create and update keyword lists, and perform keyword targeting on Customer's behalf. Customer further agrees to: (i) provide Sojern with all necessary information and materials to perform the SEM Services; and (ii) be responsible for ensuring that all of such information and materials are accurate and complete.
c. Customer represents that it is not running, and for the duration of the provision of SEM Services, it will not run or allow another third party to run Google Ads or Microsoft Bing campaigns for Customer's properties for which Sojern is providing SEM Services without providing advance written notice to Sojern. Customer acknowledges that failing to abide by the aforementioned restriction may result in suspension of Customer's Google Ads or Microsoft Bing accounts by the applicable provider. If Customer wishes to contact Google directly regarding any questions or concerns about the SEM Services provided on Google Ads, Sojern will, upon written request, provide Customer with its Customer ID for their Google Ads account(s).
d. Sojern represents and warrants that: (i) in performing SEM Services with partners such as Google Ads, Sojern complies with their policies, other applicable third party policies; (ii) Sojern will pay for all media fees associated with SEM Services, and, where applicable, will disclose if it is charging management fee in connection with the SEM Services; and (iii) the SEM Services will be performed in a good and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of thirty (30) days from the completion of any SEM Services. As Customer's sole and exclusive remedy (and Sojern's entire liability) for any breach of the foregoing warranty, Sojern will, at its sole option and expense, promptly re-perform any SEM Services that fail to meet this limited warranty.
5. Facebook Services
5.1 Facebook Services may be made available to Customer, at Customer's express election (which, with respect to Commission Campaigns only, may be provided via e-mail). If Customer engages Sojern to provide Facebook Services (where available), the following additional terms shall apply:
a. Customer agrees to provide Sojern with all necessary information and materials to perform the Facebook Services, including, without limitation, rights and permissions related to the Customer's Facebook Ad Account(s), Facebook page(s), Facebook catalog(s), Facebook pixel(s); Customer's product feeds (data file containing property/product information (non-user data)); and Customer's creative data (image, video, HTML files).
b. Customer will be responsible for ensuring that all of such information and materials are accurate and complete and will continue to exclusively own all rights in such information and materials. Customer will be responsible for all activity conducted by any employee/affiliate of Customer who is given access by Sojern to the Facebook Ad Account.
6. Metasearch Services
6.1 Metasearch Services may be made available to Customer, at Customer's express election (which, with respect to Commission Campaigns only, may be provided via e-mail). If Customer engages Sojern to provide Metasearch Services (where available), the following additional terms shall apply:
a. Customer agrees to permit Sojern to set up and manage search engine marketing accounts for Customer and its properties using products including, without limitation, Google Hotel Ads, Microsoft Hotel Ads, and TripAdvisor, which products will be selected by Sojern in its sole discretion.
b. As part of the Metasearch Services, Customer agrees that Sojern may (among other actions), create campaigns, ad groups and hotel groups to bid on pricing information placement based on a user's itinerary and hotel attributes. Customer further agrees to provide Sojern with all necessary ARI feed(s) and tracking to perform the SEM Services.
c. Customer represents and warrants that it will use best efforts to: (i) provide and maintain accurate pricing information at all times while Sojern is providing Metasearch Services; and (ii) ensure tracking is set up and maintained in order to accurately track conversions.

EXHIBIT J

STATE SPECIFIC ADDENDA

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
PURSUANT TO THE ILLINOIS FRANCHISE DISCLOSURE ACT

Illinois law shall apply to and govern the Franchise Agreement.

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.

Franchisee's right 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 is void.

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.

Item 5 of this Franchise Disclosure is amended to include the following language:

Payment of all Initial Franchise Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's Financial condition.

-Remainder of Page Intentionally Blank-

AMENDMENT TO THE COBBLESTONE HOTELS FRANCHISE AGREEMENT REQUIRED BY THE STATE OF ILLINOIS

In recognition of the requirements of the Illinois Franchise Disclosure Act, 815 ILCS §§ 705/1 et seq. (1987) (the "Act"), which govern the attached Board and Brush Creative Studio Franchise Agreement (the "Franchise Agreement"), the parties thereto agree as follows:

1. To the extent of any inconsistences, the Franchise Agreement is hereby amended to further state:

"Section 4 of the Act provides that no franchisee shall be required to litigate any cause of action, with the exception of arbitration proceedings, arising under the Franchise Agreement or the Act outside of the State of Illinois."

2. To the extent of any inconsistences, the Franchise Agreement is hereby amended to further state:

"Illinois law governs the terms of this Franchise Agreement."

3. To the extent of any inconsistencies, the Franchise Agreement is hereby amended to further state:

"Section 41 of the Act provides that any condition, stipulation, or provision purporting to bind Franchisee to waive compliance with any provision of the Act, or any other Illinois law is void. The foregoing requirement, however, shall not prevent Franchisee from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of the Act, and shall not prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code."

4. To the extent of any inconsistencies, the Franchise Agreement is hereby amended to further state:

> "To the extent any provision regarding termination or renewal of the Franchise Agreement is inconsistent with the Illinois Franchise Disclosure Act §§ 815 ILCS §§ 705/19 and 705/20, the provisions of these sections of the Act will control."

5. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Amendment.

6. 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.

7. Payment of all Initial Franchise Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's Financial condition.

The parties hereto have duly executed this Illinois Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

COBBLESTONE HOTELS, LLC

By:_____

_____, _____
(Print Name, Title)

FRANCHISEE:

_____

By:_____

_____, _____
(Print Name, Title)

PRINCIPAL:

_____

_____
(Print Name)

PRINCIPAL:

_____

_____
(Print Name)

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF MARYLAND

The Office of Attorney General for the State of Maryland requires that certain provisions contained in franchise documents be amended to be consistent with Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. § 14-201 et seq., and of the Rules and Regulations promulgated under the Act (collectively the "Maryland Franchise Law"). To the extent that this Disclosure Document or Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

1. No requirement that you agree to any release, assignment, novation, estoppel or waiver of liability as a condition to your purchasing a Cobblestone Hotels franchise shall act as a release, estoppel or waiver of any liability under the Maryland Franchise Law.

2. Item 17 is amended to state:

(a) Any claims arising under the Maryland Franchise Law must be brought within three (3) years after the grant of the franchise.

(b) Any general release required by the terms and conditions of the Franchise Agreement as a condition of renewal, assignment or transfer shall not apply to any liability under the Maryland Franchise Law.

(c) Our right to terminate you upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. §101 *et. seq.*).

(d) Nothing herein shall waive your right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

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.

THE REGISTRATION OF THIS FRANCHISE DISCLOSURE DOCUMENT WITH MARYLAND SECURITIES DIVISION OF THE OFFICE OF ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE SECURITIES COMMISSIONER.

AMENDMENT TO THE COBBLESTONE HOTELS, LLC FRANCHISE AGREEMENT REQUIRED BY THE STATE OF MARYLAND

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. § 14-201 et seq., and of the Rules and Regulations promulgated thereunder, the parties to the attached Cobblestone Hotels Franchise Agreement (the "Franchise Agreement") agree as follows:

1. The Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a franchisee's assent to a release of liability under that Law as a condition for the sale, renewal, assignment or transfer of the franchise. To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:.

2. To the extent of any inconsistencies, Section 17.1 of the Franchise Agreement is hereby amended to further state:

> "Our right to terminate you upon your bankruptcy, however, may not be enforceable under federal bankruptcy law (11 U.S.C. §101 *et. seq.*)."

3. To the extent of any inconsistencies, Section 20.3 of the Franchise Agreement is hereby amended to further state:

> "Nothing herein shall waive your right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland."

4. To the extent of any inconsistencies, Section 20.6 of the Franchise Agreement is hereby amended to further state:

> "Any claims arising under the Maryland Franchise Law must be brought within three (3) years after the grant of the franchise."

5. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

6. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. § 14-201 et seq., are met independently without reference to this Amendment.

7. 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.

The parties hereto have duly executed this Maryland Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

COBBLESTONE HOTELS, LLC

By:_____

_____,_____
(Print Name, Title)

FRANCHISEE:

_____

By:_____

_____,_____
(Print Name, Title)

PRINCIPAL:

_____

_____
(Print Name)

PRINCIPAL:

_____

_____
(Print Name)

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF MINNESOTA

The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Section 80.01 et seq., and of the Rules and Regulations promulgated under the Act (collectively the "Franchise Act"). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

1. Item 6, Non-Sufficient Funds Fee, is amended to state:

Pursuant to Minn. Stat. § 604.113, the Non-Sufficient Funds Fee is $30.00 per occurrence.

2. Item 17 is amended to state:

(a) Minn. Stat. § 80C.21 and Minnesota Rules § 2860.4400(J) prohibit us 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 this Franchise Disclosure Document or agreement(s) shall abrogate or reduce (1) any of your rights as provided for in Minn. Stat. Chapter 80C or (2) your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

(b) In accordance with Minn. Stat. § 80C.14 subd. 3-5, except in certain specified cases, we will give you 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement. Additionally, we will not unreasonably withhold our consent to a transfer of your Board and Brush Creative Studio.

(c) In accordance with Minnesota Rules 2860.4400(D), we cannot require you to assent to a general release.

(d) In accordance with Minnesota Rules 2860.4400(J), we cannot require you to consent to liquidated damages.

(e) Minn. Stat. § 80C.17 subd. 5 requires that an action be commenced pursuant to the Franchise Act within three (3) years after the cause of action accrues.

(f) You cannot consent to us obtaining injunctive relief. We may seek injunctive relief. See Minnesota Rules 2860.4400(J),

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 with the franchise.

AMENDMENT TO THE
COBBLESTONE HOTELS, LLC
FRANCHISE AGREEMENT REQUIRED BY THE STATE OF MINNESOTA

In recognition of the requirements of the Minnesota Statutes Chapter 80C, the parties to the attached Cobblestone Hotels Franchise Agreement (the "Franchise Agreement") agree as follows:

1. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee's assent to a release other than as part of a voluntary settlement of disputes. To the extent of any inconsistencies with the Minnesota Rules requirement contained in Sections 5.2.5 or 16.3.6 of the Franchise Agreement, such inconsistent provisions are hereby deleted.

2. To the extent of any inconsistencies, Section 5.1.1 of the Franchise Agreement is hereby amended to state:

> "Except in certain specified cases as set forth in Minn. Stat. § 80C.14 subd. 4, Franchisor will give Franchisee 180 days' notice for non-renewal of the Franchise Agreement."

3. To the extent of any inconsistencies, Section 6.4 of the Franchise Agreement is hereby amended to state that the non-sufficient funds fee is Thirty Dollars ($30.00) per occurrence.

4. To the extent of any inconsistencies, Sections 17.1 through 17.3 of the Franchise Agreement are hereby amended to state:

> "Except in certain specified cases as set forth in Minn. Stat. § 80C.14 subd. 3, Franchisor will give Franchisee 90 days notice of termination (with 60 days to cure)".

5. To the extent of any inconsistencies, Article 20, Dispute Resolution, of the Franchise Agreement is hereby amended to state:

> "Franchisor cannot require Franchisee to: (i) conduct litigation outside Minnesota, (ii) waive a jury trial, or (iii) consent to liquidated damages, termination penalties or judgment notes. Nothing in this Franchise Agreement shall abrogate or reduce (1) any of Franchisee's rights as provided for in Minn. Stat. Chapter 80C or (2) Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. Franchisee cannot consent to Franchisor obtaining injunctive relief. Franchisor may <u>seek</u> injunctive relief."

8. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Statutes Chapter 80C are met independently without reference to this Amendment.

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 with the franchise.

The parties hereto have duly executed this Minnesota Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

COBBLESTONE HOTELS, LLC

By:_____

_____, _____
(Print Name, Title)

FRANCHISEE:

_____

By:_____

_____, _____
(Print Name, Title)

PRINCIPAL:

_____

_____
(Print Name)

PRINCIPAL:

_____

_____
(Print Name)

NEW YORK ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT B OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE NEW YORK STATE DEPARTMENT OF LAW, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. 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 FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought

by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

   Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

   The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer"**:

   However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your 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 Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled **"Termination by franchisee"**:

   You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j), titled "**Assignment of contract by franchisor"**:

   However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum"**, and Item 17(w), titled "**Choice of law"**:

   The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

NEW YORK RIDER TO COBBLESTONE HOTELS
FRANCHISE AGREEMENT

THIS RIDER TO THE FRANCHISE AGREEMENT FOR NEW YORK ("Rider") is entered into by and between Cobblestone Hotels, a Wisconsin limited liability company, with its principal office at 980 American Drive, Neenah, WI 54956 ("we," "us" or "our") and _____ _____ ("you" or "your"), whose principal business address is _____ _____.

WHEREAS, we and you have entered into a certain Franchise Agreement dated _____ which grants you the right to operate a Cobblestone Hotels franchise (the "Franchise Agreement");

WHEREAS, you are domiciled in New York and the Cobblestone Hotels franchise will be located in New York, and/or any of the offering or sales activity relating to the Franchise Agreement occurred in the State of New York; and

WHEREAS, in recognition of the requirements of the General Business Law of the State of New York, Article 33, Sections 680-695, we and you desire to amend certain terms of the Franchise Agreement in accordance with the terms and conditions contained in this Rider.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in the Franchise Agreement and this Rider and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we and you agree as follows:

1. Sections 5.2.5 and 16.3.6 of the Franchise Agreement are amended by adding the following language to each Section:

> However, to the extent required by applicable law, notwithstanding the signing of a General Release, all rights you enjoy and any causes of action arising in your 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.

2. Section 16.1.1 of the Franchise Agreement is amended by adding the following language to this Section:

> However, to the extent required by applicable law, Franchisor will not transfer and assign its rights and obligations under the Franchise Agreement unless the transferee will be able to perform the Franchisor's obligations under the Franchise Agreement, in Franchisor's good faith judgment.

3. Section 20.3 of the Franchise Agreement is amended by adding the following language:

> New York Law governs any cause of action which arises under the New York General Business Law, Article 33, Sections 680-695. The provisions of this Franchise Agreement shall not be deemed a waiver of any rights conferred upon Franchisee by

Article 33 of the General Business Law of the State of New York and the regulations issued thereunder.

4. In the event of any conflict between a provision of the Franchise Agreement and this Rider, the provision of this Rider shall control. All terms which are capitalized in this Rider and not otherwise defined, will have the meanings given to them in the Franchise Agreement. Except as amended by this Rider, the Franchise Agreement is unmodified and in full force and effect in accordance with its terms.

5. Each provision of this Rider will be effective only to the extent that the jurisdictional requirements of the New York General Business Law, Article 33, Sections 680-695 are met independent of this Rider.

The parties hereto have duly executed this New York Rider to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

COBBLESTONE HOTELS, LLC

By:_____

_____, _____
(Print Name, Title)

FRANCHISEE:

_____

By:_____

_____, _____
(Print Name, Title)

PRINCIPAL:

_____

_____
(Print Name)

PRINCIPAL:

_____

_____
(Print Name)

ADDENDUM TO
COBBLESTONE HOTELS, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF NORTH DAKOTA

The North Dakota Securities Commissioner has held the following to be unfair, unjust, or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

A. Restrictive Covenants: Franchise Disclosure Documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.

C. Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. Applicable Laws: Franchise agreements which specify that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

F. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.

G. Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. General Release: Requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

I. Fees: Franchisees shall not be required to remit any fees to Cobblestone until such time as Cobblestone has fulfilled all its initial obligations owed to Franchisee under the Franchise Agreement, or other documents, and the Franchisee has commenced doing business pursuant to the Franchise Agreement.

ADDENDUM TO THE
COBBLESTONE HOTELS, LLC
FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF NORTH DAKOTA

The North Dakota Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with North Dakota law, including the North Dakota Franchise Investment Law, NDCC § 51-19 *et seq*. ("NDFIL"). To the extent that (a) the jurisdictional requirements of the NDFIL are met and (b) this Franchise Disclosure Document and Franchise Agreement contain provisions that are inconsistent with the following, such provisions are hereby amended:

1. Covenants not to compete upon termination or expiration of the franchise agreement are subject to NDCC § 9-08-06.

1. To the extent required by the NDFIL, arbitration proceedings shall take place at a location mutually agreed upon by you and us.

3. Any requirement that you consent to liquidated damages or termination penalties shall not apply to the extent prohibited by the NDFIL;

4. Any requirement that you consent to (i) the jurisdiction of courts outside of North Dakota, (ii) the application of laws of a state other than North Dakota, (iii) waiver of jury trial or (iv) waiver of exemplary and punitive damages shall not apply to the extent prohibited by the NDFIL;

5. Any release required as a condition to a renewal of the franchise agreement shall not apply to the extend prohibited by the NDFIL;

6. Any requirement that you consent to a limitation of claims shall not apply to the extent prohibited by the NDFIL. As applicable, the statute of limitations under North Dakota law shall control.

7. The prevailing party in any enforcement action is entitled to recover all costs and expenses, including attorney's fees.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

The parties hereto have duly executed this North Dakota Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

COBBLESTONE HOTELS, LLC

By:_____

_____, _____
(Print Name, Title)

FRANCHISEE:

_____

By:_____

_____, _____
(Print Name, Title)

PRINCIPAL:

_____

_____
(Print Name)

PRINCIPAL:

_____

_____
(Print Name)

STATE ADDENDUMS

ADDENDUM TO THE
COBBLESTONE HOTELS, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF RHODE ISLAND

In recognition of the requirements of the Rhode Island Franchise Investment Act, the Franchise Disclosure Document of Cobblestone Hotels, LLC ("we," "us," or "our") for use in the State of Rhode Island shall be amended to include the following:

1. Items 17v. and 17w., under the provisions entitled "Choice of law" and "Choice of forum," shall be supplemented with the following language:

> However, you may sue us in Rhode Island for claims arising under the Rhode Island Franchise Investment Act.

2. Item 17 shall be supplemented by the addition of the following language at the end of Item 17:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act 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. Each provision of this Addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act are met independently without reference to this Addendum to the Disclosure Document.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

AMENDMENT TO THE
COBBLESTONE HOTELS, LLC FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF RHODE ISLAND

In recognition of the requirements of the Rhode Island Franchise Investment Act, the parties to the attached Cobblestone Hotels Franchise Agreement (the "Franchise Agreement") agree as follows:

1. The following language shall be added at the end of Section 20.3 of the Franchise Agreement:

> Notwithstanding the above, Rhode Island franchisees are permitted to bring a lawsuit in Rhode Island for claims arising under the Rhode Island Franchise Investment Act.

2. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act are met independently without reference to this Amendment.

-Remainder of Page Intentionally Blank-

The parties hereto have duly executed this Rhode Island Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

COBBLESTONE HOTELS, LLC

By:_____

_____, _____
(Print Name, Title)

FRANCHISEE:

_____

By:_____

_____, _____
(Print Name, Title)

PRINCIPAL:

_____

_____
(Print Name)

PRINCIPAL:

_____

_____
(Print Name)

ADDENDUM TO
COBBLESTONE HOTELS, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF VIRGINIA

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, Item 17.h. of the Franchise Disclosure Document for Cobblestone Hotels, LLC is supplemented by the following:

"Under 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 ground for default or termination stated in the franchise agreement does 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."

"Any securities offered or sold by the Investor Franchisee as part of the Cobblestone Hotels, LLC Franchise must either be registered or exempt from registration under Section 13.1-514 of the Virginia Securities Act."

2. Estimate Initial Investment. The franchisee will be required to make an estimate initial investment ranging from $5,369,999 to $23,992,003. This amount exceeds the franchisor's stockholders' equity as of December 31, 2023, which is $258,627.

3. 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.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF WASHINGTON

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

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 provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

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.

AMENDMENT TO THE COBBLESTONE HOTELS, LLC
FRANCHISE AGREEMENT REQUIRED BY THE STATE OF WASHINGTON

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

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 provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

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.

-Remainder of Page Intentionally Blank-

The parties hereto have duly executed this Washington Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

COBBLESTONE HOTELS, LLC

By:_____

_____, _____
(Print Name, Title)

FRANCHISEE:

_____

By:_____

_____, _____
(Print Name, Title)

PRINCIPAL:

_____

_____
(Print Name)

PRINCIPAL:

_____

_____
(Print Name)

ADDENDUM TO
COBBLESTONE HOTELS, LLC
FRANCHISE AGREEMENT
FOR THE STATE OF WISCONSIN

The Cobblestone Hotels, LLC Franchise Agreement between Cobblestone Hotels, LLC ("Franchisor") and _____ ("Franchisee") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

WISCONSIN LAW MODIFICATIONS

1. Notwithstanding anything that may be contained in the body of the Franchise Agreement to the contrary, the Agreement is hereby amended to add the following provision:

> For all franchises sold in the State of Wisconsin, the Company will provide Franchisee at least 90 days' prior written notice of termination, cancellation, nonrenewal or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation, nonrenewal or substantial change in competitive circumstances and will provide that Franchisee have 60 days in which to rectify any claimed deficiency. If the deficiency is rectified within 60 days, the notice will be void. These notice requirements shall not apply if the reason for termination, cancellation or nonrenewal is insolvency, the occurrence of an assignment for the benefit of creditors or bankruptcy. If the reason for termination, cancellation, nonrenewal or substantial change in competitive circumstances is nonpayment of sums due under the franchise, Franchisee will be entitled to written notice of such default, and will have not less than 10 days in which to remedy such default from the date of delivery or posting of such notice.

2. Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of this Agreement or a related document between the Company and Franchisee inconsistent with the Law.

3. Each provision of this State Addendum shall be effective only to the extent that the jurisdictional requirements of Wisconsin law, with respect to each such provision are met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this State Addendum, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this State Addendum and be bound thereby. The parties have duly executed and delivered this State Addendum to the Agreement on the date first set forth above.

COBBLESTONE HOTELS, LLC a Wisconsin limited liability company	FRANCHISEE: _____ _____
By: _____ Name: Kim Wogernese Title: Managing Member Date:	By: _ Name: Title: Date:

EXHIBIT K

COBBLESTONE HOTELS, LLC
OPERATIONS MANUAL TABLE OF CONTENTS

Rules & Regulations Manual

V01_2023.2

January 2023
©2022 Cobblestone Hotels, LLC. All rights reserved.

January 10, 2023

Rules & Regulations Update Overview

Sections with Updates:

107.3: Lobby & Front Desk Design – Setting (MODIFIED)

Previous version missing chair/stool prohibition

January 2023
©2022 Cobblestone Hotels, LLC. All rights reserved.

Contents

100 About This Manual 7
100.1 General 7
100.2 Code Compliance 7
100.3 Ownership 7
100.4 Interpretation 7
100.5 Revisions, Corrections, Additions, and Deletions 8
100.6 Introduction 8
101 Cobblestone Hotels Franchise Advisory Board 8
102 Submittal Process 8
102.1 Construction Plan Review 8
102.2 Interior Design Submission 9
103 Administrative Policies 9
103.1 Accounting 9
Submission of Monthly Reporting 9
Billing Items 9
Travel Agent Commissions 9
Third Party Transaction Fees 9
Cobblestone Rewards Fees 9
Cobblestone Hotels Annual Conference 9
103.2 Insurance 10
Insurance Coverage and Limit Requirements 10
103.3 Safety, Security, and Risk Control 11
103.4 Required Hotel Policies 11
Non-Smoking Policy 11
Pet Policy 12
Method of Payment 12
Guarantee Policy 13
Cancellation Policy 13
Re-Use Program (Linen and Terry) 13
104 Operating Procedures 13
104.1 Staffing and Training 13
Organizational Management 13
Housekeeping 13
Maintenance 14
104.2 Uniform Standards 14
General Manager 15

January 2023
©2022 Cobblestone Hotels, LLC. All rights reserved.

Front Desk Uniform Standards 15
Breakfast Attendant 15
Housekeeping Uniform Standards 16
Lounge Bartender Uniform Standards 16
Maintenance Personnel Uniform Standards 16
105 Brand Programs 16
105.1 Hotel Programs 16
Cobblestone Property Directories 16
Cobblestone Rewards 16
Cobblestone Brand Training (C.A.R.E.) 17
105.2 Quality Assurance Process 17
Quality Assurance Inspection Scoring 17
Waivers 17
Re-Inspection Fees 18
Property Improvement Plan (“PIP”) 18
105.3 Recharge Program 18
Required Recharge Device Features and Requirements 18
105.4 Coffee Program (Public Space) 19
Seattle’s Best Coffee Program 19
Starbucks Coffee Program 20
Food Safety and Storage 21
105.5 Internet Distribution Systems 21
Rate Parity 21
Online Hotel Photography & Rich Media 22
105.6 Reservation of Accessible Rooms 22
105.7 Cobblestone Hotels Property Management System (PMS) 22
SkyTouch Hotel Operation System (HOS) 22
Shift4 Lighthouse DOLLARS ON THE NET ($OTN) 22
EMV Device 22
105.8 Call Center 23
105.9 Cobblestone Breakfast Program 23
Facility Requirements 23
Breakfast Display 23
105.10 Forgotten Items 28
105.11 Customer Care 28
Unresponsive Hotel 28
106 Marketing and Brand Image 28

©2022 Cobblestone Hotels, LLC. All rights reserved.

106.1 Cobblestone Reputation Portal 28
106.2 Service Marks and Usage 29
Authorized Proprietary and Service Mark Standards 29
107 Front Desk & Lobby 31
107.1 Guest Amenities & Services 31
Telephone Services 31
Television Services 32
High Speed Internet Access (HSIA) 32
Cribs and Rollaway Beds 33
Vending Services 34
Complimentary Coffee & Hot Tea 34
Beverage Station 34
Wake Up Call Service 35
Welcome Call Service 35
107.2 Guest Service Standards 35
Conduct 35
Greeting 35
Skills and Competency 35
Know Your Hotel 35
Telephone Contact 35
107.3 Lobby & Front Desk Design 36
Setting 36
Music 38
Seasonal Décor 38
Hotel Décor & Design 38
107.4 Reservations 38
107.5 Check In / Check Out 40
Check In 40
Check Out 40
No Show 41
108 Hotel Facilities 41
108.1 Housekeeping 41
Odor Control 41
108.2 Lobby 41
108.3 Public Restrooms 41
108.4 Swimming Pool – Indoor & Outdoor 42
108.5 Whirlpool 42

©2022 Cobblestone Hotels, LLC. All rights reserved.

108.6 Patio 42
108.7 The Lobby Bar 42
108.8 Cobblestone Lounge 43
108.9 Convenience Store, the Cobblestone Marketplace 43
108.10 Fitness Room 44
Cobblestone Hotels Fitness Center Signage 45
Type One: Combined Fitness Room 45
Type Two: Fitness Room (Separate) 45
108.11 Meeting Room or Board Room 45
108.12 Business Center 46
108.13 Guest Laundry Facility 46
109 Guest Room Amenities and Supplies 46
109.1 Guest Services Directory (“GSD”) 46
109.2 Local Telephone Directory 47
109.3 Television Guides 47
109.4 Guestroom Amenities and Supplies 47
General Guestroom 47
Bedding 50
Guest Bathroom 51
110 Refurbishing and Product Replacement 53
111 Compliance 53

January 2023
©2022 Cobblestone Hotels, LLC. All rights reserved.

EXHIBIT L

FRANCHISED OUTLETS

Franchised " Cobblestone Hotel & Suites®" , " Cobblestone Inn & Suites®" and "Cobblestone Suites™" as of December 31, 2024

Franchisee	Property Address	City	State	Zip	Phone
Opportunity Cullman, LLC	1835 Main Avenue SW	Cullman	AL	35055	256.798.0054
DMC International, LLC	100 Lost Creek Parkway	Fairfield Bay	AR	72088	501.825.3046
Newport Hotel Group, LLC	3608 S Van Dyke	Newport	AR	72112	870.523.2000
Wickenburg Hotel Group, LLC	575 Bass Road	Wickenburg	AZ	85390	928.415.8700
Eads Hotel Group, LLC	501 East Lowell Street	Eads	CO	81036	719.438.2021
Vision Hospitality Inc	485 South Elm Road	Eaton	CO	80615	970.454.2077
Holyoke Hotel, LLC	805 S Interocean Avenue	Holyoke	CO	80734	970.854.3222
Kersey Hotel Group, LLC	309 Hill Street	Kersey	CO	80644	970.351.9411
Lamar Hospitality, LLC	1215 North Main Street	Lamar	CO	81052	719.691.7100
Springfield Hotel, LLC	27474 Hwy 287	Springfield	CO	81073	719.353.5050
Wray Hotel, LLC	35952 US-385	Wray	CO	80758	970.332.5000
Yuma Colorado Hotel, LLC	1011 West 8th Avenue	Yuma	CO	80759	970.360.0131
Avoca Hospitality, LLC	7013 North Chestnut Street	Avoca	IA	51521	712.307.6006
Pal Tree House, LLC	509 South Washington Street	Bloomfield	IA	52537	641.664.2000
Boulders Inn Boone, LLC	1900 Lakewood Drive	Boone	IA	50036	515.212.8823
Boulders Inn Clarinda, LLC	105 Essie Davison Drive	Clarinda	IA	51632	712.850.1471
Clarion Hotel Group, LLC	500 Central Ave West	Clarion	IA	50525	515.602.6634
Boulders Inn, LLC	2511 Boulders Drive	Denison | Majestic Hills	IA	51442	712.263.2200
Boulders Inn Denison, LLC	161 Oak Ridge Drive	Denison | Oak Ridge	IA	51442	712.263.2833
Forest City Hospitality, LLC	1121 Hwy 69 North	Forest City	IA	50436	641.585.3000
Shreesai, LLC	523 Kirkberg Boulevard	Fort Dodge	IA	50501	515.302.8788
Boulders Inn Fort Madison, LLC	4901 Ave O	Fort Madison	IA	52627	319.246.1401

North Ida Builders, LLC	2011 Indorf Avenue	Holstein	IA	51025	712.368.6200
Jefferson Hotel Group LLC	771 Wild Rose Road	Jefferson	IA	50129	515.386.3535
Knoxville Hotel Group	1212 Eric Drive	Knoxville	IA	50138	641.828.6100
Boulders Inn Lake View, LLC	119 Boulders Drive	Lake View	IA	51450	712.665.2660
Cobblestone IA Inc	226 South Spruce Drive	Lamoni	IA	50140	641.784.4000
Boulders Inn Manchester, LLC	1210 Commercial Court	Manchester	IA	52057	563.856.0011
Boulders Inn Manning, LLC	120 Heritage Drive	Manning	IA	51455	712.655.4000
Marquette Hotel Group, LLC	100 North Street	Marquette	IA	52158	563.873.8900
Boulders Inn Monticello, LLC	218 Welter Drive	Monticello	IA	52310	319.465.3036
Boulders Inn Newton, LLC	4222 S 22nd Avenue E	Newton	IA	50208	641.275.9495
Ottumwa Hospitality, LLC	108 Church Street	Ottumwa	IA	52501	641.244.3644
Cobblestone Sheldon, LLC	271 34th Avenue	Sheldon	IA	51201	712.631.5003
Jiyu, LLC	1202 West 11th Street	Vinton	IA	52349	319.472.2220
Waverly Hotel Group, LLC	208 East Bremer Avenue	Waverly	IA	50677	319.352.1311
Winterset Hotel Group, LLC	1304 North 4th Avenue	Winterset	IA	50273	515.462.4889
Soda Springs Hotels, LLC	341 West 2nd Street	Soda Springs	ID	83276	208.547.1920
Victor Hotel, LLC	12 West Dogwood Street	Victor	ID	83455	208.787.4567
Ramsey Enterprises	4 West Carriage Lane	Altamont	IL	62411	618.483.3111
Shiv, Inc	100 South Gregory Drive	Newton	IL	62448	618.783.5550
Paxton Hotel Group, LLC	1280 West Ottawa Road	Paxton	IL	60957	217.379.5300
Third Place Brookville Hotel Group, LLC	9135 State Route 101	Brookville	IN	47012	765.647.4434
Charlestown Hotel Group, LLC	2201 Grace Avenue	Charlestown	IN	47111	812.256.5400
Salem Hotel Group, LLC	1015 East Hackberry Street	Salem	IN	47167	812.883.4224
SRS Properties, LLC	899 Frontage Road	Harper	KS	67058	620.896.2400
Lakin Hotel, LLC	603 East Santa Fe Trail Boulevard	Lakin	KS	67860	620.355.4211
Jay Kapish, LLC	507 West Elm Street	Oberlin	KS	67749	785.475.1100
L&P Holdings, LLC	2002 Corporate Drive	Vinton	LA	70668	337.313.5014

Austin Hotel Group, LLC	1000 16th Avenue NW	Austin	MN	55912	507.433.9797
Hutchcobble, LLC	416 Prospect Street NE	Hutchinson	MN	55350	320.587.7777
IFalls Group, LLC	1 Memorial Drive	International Falls	MN	56649	218.324.4660
Boulders Inn Maryville, LLC	2 Fall Drive	Maryville	MO	64468	660.224.2222
Cobblestone MO Inc	2900 Hoover Drive	Trenton	MO	64683	660.358.1383
Harmony Hospitality Holdings, LLC	1207 ND-49	Beulah	ND	58523	701.873.2370
Bottineau Cobblestone Group, LLC	1109 11th Street East	Bottineau	ND	58318	701.534.2121
Carrington Hotel Group, LLC	835 5th Avenue North	Carrington	ND	58421	701.652.3000
DLC Hospitality Group, LLC	1801 Hwy 2 East	Devils Lake	ND	58301	701.544.0129
Harvey Hotel Group, LLC	410 Brewster Street West	Harvey	ND	58341	701.635.2222
Gbaaz LLC	158 Rodeo Drive	Killdeer	ND	58640	701.764.2200
Langdon Hotel Group, LLC	510 9th Avenue East	Langdon	ND	58249	701.256.2420
Linton Hotel Group LLC	100 Aspen Avenue	Linton	ND	58552	701.254.5734
Rugby Hotel Group, LLC	402 US-2	Rugby	ND	58368	701.881.3000
North Dakota Hospitality, Inc	623 Mitchell Avenue North	Steele	ND	58482	701.475.4478
Bridgeport Hotel Group, LLC	517 Main Street	Bridgeport	NE	69336	308.262.7900
G4C LLC	2750 South 27th Avenue	Broken Bow	NE	68822	308.767.2060
Cambridge Hotel Group, LLC	41502 Harvest Drive	Cambridge	NE	69022	308.697.4466
Cozad Hotel Group, LLC	805 York Drive	Cozad	NE	69130	308.784.3700
Gering Hotel Group, LLC	960 M Street	Gering	NE	69341	308.633.7660
Hartington Hotel Group, LLC	405 Arens Drive	Hartington	NE	68739	402.254.9866
Holdrege Hotel Group, LLC	814 Burlington Street	Holdrege	NE	68949	308.995.8888
McCook Hotel Group, LLC	1301 North Highway 83	McCook	NE	69001	308.777.2000
Ord Hotel Group, LLC	127 Trotter Avenue	Ord	NE	68862	308.728.5122
Schuyler Hotel Group, LLC	2218 Colfax Street	Schuyler	NE	68661	402.352.9968
Seward Hotel Group, LLC	2575 Progressive Road	Seward	NE	68434	402.646.1004
Wayne Hospitality Group, LLC	505 Tomar Drive	Wayne	NE	68787	402.833.1300

Orrville Cobblestone, LLC	1720 North Main Street	Orrville	OH	44667	330.682.1711
Indian Lake Hotel Group, LLC	211 Lincoln Blvd	Russells Point	OH	43348	937.810.0402
Urbana Hotel Group, LLC	170 State Route 55	Urbana	OH	43078	937.652.7828
Abigail Investors LLC	1111 New Economy Drive	Ambridge	PA	15003	724.266.7100
SREO-LP3 / Corry Cobblestone LLC	864 East Columbus Avenue	Corry	PA	16407	814.663.0001
Shyamashyam Inc	701 West Bayfront Parkway	Erie	PA	16507	814.455.1010
Greenville Cobblestone LLC	81 Hadley Road	Greenville	PA	16125	724.588.4200
Penn State Cobblestone LLC	4995 Station Road	Harborcreek	PA	16510	814.899.9099
Creekside Hospitality LP	328 Depot Street	St. Marys	PA	15857	814.245.2020
Destination Group, LLC	12695 Washington Township Blvd	Waynesboro	PA	17268	717.765.0034
Andrews Hotel, LLC	1400 North US Hwy 385	Andrews	TX	79714	432.223.2477
Big Lake Cobblestone, LLC	1318 US-67	Big Lake	TX	76932	325.884.3338
Kermit Hotel Group, LLC	876 S East Avenue	Kermit	TX	79745	432.586.3333
Pecos Cobblestone Group LLC	2418 Teague Drive	Pecos	TX	79772	432.445.0075
Winters Hotel Group LLC	800 South Main Street	Winters	TX	79567	325.754.0944
First Utah Bank	215 N Commercial Street	Morgan	UT	84050	801.829.0555
Lynden Hotel Group, LLC	8155 Guide Meridian	Lynden	WA	98264	360.594.3495
Ashland Cobblestone, LLC	818 Main Street West	Ashland	WI	54806	715.682.5066
Khauv Enterprises, LLC	430 West Division Avenue	Barron	WI	54812	715.537.3700
Neelkanth Hotels, LLC	800 West Ryan Street	Brillion	WI	54110	920.756.3800
Hotels International, LLC	100 North Bridge Street	Chippewa Falls	WI	54729	715.720.0355
Cobblestone Hotel Group, LLC (Clintonville)	175 Waupaca Street	Clintonville	WI	54929	715.823.2000
JCW CBSTN Denmark, LLC	121 Bohemia Drive	Denmark	WI	54208	920.309.6002
De Pere Hotel Group, LLC	499 Main Avenue	De Pere	WI	54115	920.278.0111
Durand Hotel Group, LLC	325 West Prospect Street	Durand	WI	54736	715.672.5055
Dutch Boyz Fremont, LLC	302 West Main Street	Fremont	WI	54940	920.551.5055
Hartford Hotel Group, LLC	101 Park Avenue	Hartford	WI	53027	262.670.6010

Janesville Hotel Group, LLC	20 West Milwaukee Street	Janesville	WI	53548	608.757.2200
Dutch Girlz Little Chute, LLC	208 W Main Street	Little Chute	WI	54140	920.687.9095
Menomonie Hotel Group, LLC	149 Main Street E	Menomonie	WI	54751	715.233.0211
Abruda WI, LLC	3209 East Main Street	Merrill	WI	54452	715.536.6880
Mosinee Hotel Group, LLC	216 Main Street	Mosinee	WI	54455	715.692.0245
Fox Crossings Hotel Group, LLC	1465 Bryce Drive	Neenah	WI	54956	920.751.0071
Evergreen Hospitality, LLC	3105 S Washburn Street	Oshkosh	WI	54904	920.303.1133
Pulaski Hotel Group LLC	1220 Mountain Bay Drive	Pulaski	WI	54162	920.822.0822
Rhinelander Cobblestone LLC	735 W Kemp Street	Rhinelander	WI	54501	715.873.9904
Ripon Hotel Group LLC	2 Westgate Drive	Ripon	WI	54971	920.748.5500
Hotels of America, LLC	1117 Centerpoint Drive	Stevens Point	WI	54481	715.343.0522
Superior Hotel Group, LLC	1102 Tower Avenue	Superior	WI	54880	715.319.3050
Two Rivers Hotel Group, LLC	1407 16th Street	Two Rivers	WI	54241	920.553.3632
Duke Properties, LTD	3010 8th Street South	Wisconsin Rapids	WI	54494	715.424.3444
Alpine Wyoming Hotel, LLC	111 Greys River Road	Alpine	WI	83128	307.624.4022
Guernsey Hotel, LLC	703 West Whalen Street	Guernsey	WY	82214	307.836.2325
Pine Bluffs Hotel, LLC	607 Parsons Avenue	Pine Bluffs	WY	82082	307.245.9300
Torrington Hotel, LLC	1306 Main Street	Torrington	WY	82240	307.532.1033

Franchised "Cobblestone Hotel & Suites®", "Cobblestone Inn & Suites®" and "Cobblestone Suites ™" Executed but not Open as of December 31, 2024

Franchisee	Property Address	City	State	Zip	Phone
Bellefontaine Hospitality, LLC	171 Dowell Avenue	Bellefontaine	OH	43311	937.240.0045
BCOK Lodging, LLC	1210 Avenue A	Boise City	OK	73933	580-200-6001
Ephraim Utah Hotel, LLC	70 E. 900 N Street	Ephraim	UT	84527	435.283.2351
Select Site Ventures, LLC	2970 Koniar Way	Foley	AL	36535	251.263..7810
Julesburg Colorado Hotel, LLC	21365 County Road 28	Julesburg	CO	80737	970-463-6010
Eaton Hospitality Group, LLC	121 East Washington Jackson Road	Eaton	OH	45320	513.796.6444
KEBB CS-WA, LLC	704 N Grand Avenue	Waukesha	WI	53186	TBD

"Cobblestone Hotel & Suites®", "Cobblestone Inn & Suites®" and "Cobblestone Suites ™" who had Outlet Terminated, Cancelled, Not Renewed, Transferred or Otherwise Voluntarily or Involuntarily Ceased to do Business under a Franchise Agreement During the Year Ended December 31, 2024 or Who has not Communicated with the Franchisor Within 10 Weeks of the Application Date:

Franchisee	Property Address	City	State	Zip
Landes Urich Weldon, LLC	2900 Hoover Drive	Trenton	MO	64683
Lamoni Hotel Group, LLC	226 South Spruce Drive	Lamoni	IA	50140
Zipper Enterprises, Inc.	158 Rodeo Drive	Killdeer	ND	58640
Lake Region Hotel Group, LLC	1801 Hwy 2 East	Devils Lake	ND	58301
Beulah Hotel Group, LLC	1207 ND-49	Beulah	ND	58523
Bayfront Cobblestone, LLC	701 Bayfront Parkway	Erie	PA	16507
Morgan Hotel, LLC	215 N Commercial Street	Morgan	UT	84050
Crookston Hotel Group, LLC	2304 Sahlstrom Drive	Crookston	MN	56716
New Generation Management	816 West Wheatridge Drive	Anthony	KS	67003
Punxsutawney Hotel Group, LLC	188 Alliance Drive	Punxsutawney	PA	15767
Black Bear Ladysmith Inn, LLC	700 West 9th Street S	Ladysmith	WI	54848
Baldwin Motel, LTD	500 Baldwin Plaza Drive	Baldwin	WI	54002

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

EXHIBIT M

GENERAL RELEASE FORM

This General Release (this "Release") is made and entered into effective as of_____, 20____ (the "Effective Date") by and among Cobblestone Hotels, LLC, a Wisconsin limited liability company ("Franchisor"), _____("Franchisee"), and _____ ("Principal Owners").

RECITALS

WHEREAS, Franchisor and Franchisee entered into a Franchise Agreement dated _____ (the "Franchise Agreement") (each capitalized term used but not defined herein shall have the meaning assigned to that term in the Franchise Agreement), pursuant to which Franchisee was granted the right and license (the "Franchise") to operate a lodging facility under the Cobblestone system of operation and using certain Cobblestone Marks to be located at _____(the "Facility");

WHEREAS, Franchisee desires, and Franchisor has agreed, to [transfer the Facility]/[renew the Franchise Agreement]; and

WHEREAS, in connection with such [transfer]/[renewal], Franchisor requires a General Release.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

RELEASE

1. Franchisee. Franchisee, and its respective officers, directors, employees, successors, assigns, heirs, personal representatives, and all other persons acting on their behalf or claiming under them, past or present, hereby unconditionally release, remise and forever discharge Franchisor, its predecessors, parents, subsidiaries, and affiliates and their respective officers, directors, shareholders, employees, past or present, successors, and assigns (collectively, the "Franchisor Released Parties"), from any and all claims, debts, liabilities, demands, obligations, actions, and causes of action, known or unknown, vicarious, derivative or direct, vested or contingent ("Claims"), which any of them may now have, have ever had, or may hereafter have by reason of any event, transaction, or circumstance, whether under federal, state or local law or otherwise, arising out of or relating to the disclosure, application, negotiation, formation, execution or performance of the Franchise Agreement or arising out of or in any way relating to the Facility from the beginning of time through the date of this Release.

2. Franchisor. Except as otherwise set forth in this Release, Franchisor, for itself and its successors and assigns and all other persons acting on its behalf or claiming under it, hereby releases and forever discharges Franchisee and its respective officers, directors, employees, successors, assigns, heirs and personal representatives from all Claims which Franchisor may have ever had, now has, or may hereafter have by reason of any event, transaction, or circumstance arising out of or relating to the performance of the Franchise Agreement from the beginning of time through the date of this Release.

[If Franchisee or any of Franchisee's Principals is located in California: In executing this General Release, Franchisee and Franchisee's Principals hereby waives all rights and benefits which it now has or in the future may have under and by virtue of the terms of Section 1542 of the Civil Code of the State of California, which Section reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.]

This Release is made in the State of Wisconsin and its provisions shall be governed by and enforced and interpreted under the laws of that State, except that conflicts of law rules shall be excluded.

IN WITNESS WHEREOF, the parties have duly executed this Release on this ____ day of _____

.

FRANCHISOR:
COBBLESTONE HOTELS, LLC,
a Wisconsin limited liability company

By: _____
Name: Kim Wogernese
Title: Managing Member

FRANCHISEE:

_____
[Name]

_____
[Signature]

COBBLESTONE HOTELS, LLC
DISCLOSURE DOCUMENT STATE EFFECTIVE DATES AND RECEIPTS

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, 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 Date
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Exempt
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under the laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT N

RECEIPT OF FRANCHISE DISCLOSURE DOCUMENT OF COBBLESTONE HOTELS, LLC

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all exhibits carefully.

If Cobblestone Hotels, 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 you to receive this Franchise 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.

If Cobblestone Hotels, 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and to your state authority listed on Exhibit B.

The name and principal business address and telephone number of each franchise seller offering the franchise is:

Kim Wogernese 980 American Drive Neenah, WI 54956 (920) 230-2622	Josie Kilgore 980 American Drive Neenah, WI 54956 (920) 230-2622	Jeremy Griesbach 980 American Drive Neenah, WI 54956 (920) 230-2622

Issuance Date: April 30, 2025

I received a Disclosure Document dated _____, that included the following Exhibits:

EXHIBIT A: Application for Cobblestone Lodging Facility Franchise
EXHIBIT B: List of State Agencies and Agents for Service of Process
EXHIBIT C: Our Financial Statements
EXHIBIT D: Franchise Agreement
EXHIBIT E: Central Reservation System Technology Addendum
EXHIBIT F: Property Management System Technology Addendum
EXHIBIT G: Call Center Reservation Services Technology Addendum
EXHIBIT H: Cobblestone Rewards Program Technology Addendum
EXHIBIT I: Sojern Marketing Platform Agreement
EXHIBIT J: State Specific Addenda
EXHIBIT K: Tables of Contents of Franchisor's Manuals
EXHIBIT L: Franchised Outlets
EXHIBIT M: General Release Form
State Effective Pages
EXHIBIT N: Disclosure Document State Effective Dates and Receipts

Date Received: _____ DATE: _____
(If other than date signed)

Print Name: _____

Print Home Address: _____

City, State: _____

_____
(Signature of recipient)

Interested Territory _____
(City, State)

Please return signed receipt to Cobblestone Hotels, LLC
980 American Drive
Neenah, WI 54956

EXHIBIT N

RECEIPT OF FRANCHISE DISCLOSURE DOCUMENT OF COBBLESTONE HOTELS, LLC

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all exhibits carefully.

If Cobblestone Hotels, 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 you to receive this Franchise 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.

If Cobblestone Hotels, 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and to your state authority listed on Exhibit B.

The name and principal business address and telephone number of each franchise seller offering the franchise is:

Kim Wogernese 980 American Drive Neenah, WI 54956 (920) 230-2622	Josie Kilgore 980 American Drive Neenah, WI 54956 (920) 230-2622	Jeremy Griesbach 980 American Drive Neenah, WI 54956 (920) 230-2622

Issuance Date: April 30, 2025

I received a Disclosure Document dated _____, that included the following Exhibits:

EXHIBIT A: Application for Cobblestone Lodging Facility Franchise
EXHIBIT B: List of State Agencies and Agents for Service of Process
EXHIBIT C: Our Financial Statements
EXHIBIT D: Franchise Agreement
EXHIBIT E: Central Reservation System Technology Addendum
EXHIBIT F: Property Management System Technology Addendum
EXHIBIT G: Call Center Reservation Services Technology Addendum
EXHIBIT H: Cobblestone Rewards Program Technology Addendum
EXHIBIT I: Sojern Marketing Platform Agreement
EXHIBIT J: State Specific Addenda to the Franchise Disclosure Document and the Franchise Agreement
EXHIBIT K: Tables of Contents of Franchisor's Manuals
EXHIBIT L: List of Current Franchisees and Former Franchisees
EXHIBIT M: General Release Form
State Effective Pages
EXHIBIT N: Disclosure Document State Effective Dates and Receipts

Date Received: _____ DATE: _____
(If other than date signed)

Print Name: _____

Print Home Address: _____

City, State: _____

_____
(Signature of recipient)

Interested Territory _____
(City, State)

KEEP FOR YOUR RECORDS