

FRANCHISE DISCLOSURE DOCUMENT

WYNDHAM FRANCHISOR, LLC

A Delaware limited liability company

22 Sylvan Way

Parsippany, New Jersey 07054 (800) 758-8999

www.wyndhamhotels.com/wyndham

The franchisee will use the Wyndham® system (the “System”) to establish and operate an upscale full-service Wyndham ~~Hotel~~ or Wyndham Resort ~~Hotel~~ (the “Hotel” or “System Hotel” or, collectively, referred to as “Hotels” or “System Hotels”) guest lodging facility.

The total investment necessary to begin operation of a 301 room ~~Hotel~~hotel typically ranges from ~~\$41,418,381~~\$42,112,580 to ~~\$68,068,409~~\$69,188,897 for a new construction project and from ~~\$1,512,787~~\$1,439,745 to ~~\$28,747,624~~\$29,392,990 for a conversion hotel. Land acquisition costs are not included in these ranges. The above amounts include a range of ~~\$179,135~~\$180,085 to ~~\$183,035~~\$189,035 that must be paid to the franchisor or an affiliate.

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 different formats, contact Wyndham Franchisor, LLC at 22 Sylvan Way, Parsippany, NJ 07054, or call (800)758-8999.

The terms of your contract will govern your franchise relationship. Do not rely on the Disclosure Document alone to understand your contract. Read all of your contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or an accountant.

Buying a 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’s Guide to Buying a Franchise,”* which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: March 31, ~~2019 as amended January 10,~~ 2020.

[Page Intentionally Left Blank]

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 Exhibits E-1 and E-2.
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 D 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 Wyndham 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 Wyndham franchisee?	Item 20 or Exhibits E-1 and E-2 list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit 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 mediation, arbitration and/or litigation only in New Jersey. Out-of-state mediation, arbitration, or 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 New Jersey 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 your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

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.

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

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.

- (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 license 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 sub-franchisor.
- (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
- (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to 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).

(i) 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 the Office of the Attorney General, Consumer Protection Division, Attn: Franchise Section, 525 W. Ottawa Street, G. Mennen Williams Building, 1st Floor, Lansing, Michigan 48913, (517) 373-7117.

TABLE OF CONTENTS

<u>Item</u>	<u>Page</u>
ITEM 1. THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES	~~1~~ <u>8</u>
ITEM 2. BUSINESS EXPERIENCE	~~8~~ <u>14</u>
ITEM 3. LITIGATION	~~12~~ <u>19</u>
ITEM 4. BANKRUPTCY	~~19~~ <u>25</u>

ITEM 5. INITIAL FEES	~~20~~ <u>25</u>
ITEM 6. OTHER FEES	~~20~~ <u>28</u>
ITEM 7. INITIAL INVESTMENT	~~32~~ <u>40</u>
ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	~~41~~ <u>49</u>
ITEM 9. FRANCHISEE'S OBLIGATIONS	~~44~~ <u>51</u>
ITEM 10. FINANCING	~~47~~ <u>53</u>
ITEM 11. FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING	~~49~~ <u>55</u>
ITEM 12. TERRITORY	~~59~~ <u>67</u>
ITEM 13. TRADEMARKS	~~61~~ <u>68</u>
ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	~~63~~ <u>70</u>
ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	~~64~~ <u>72</u>
ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	~~65~~ <u>72</u>
ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	~~66~~ <u>73</u>
ITEM 18. PUBLIC FIGURES	~~73~~ <u>78</u>
ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS	~~74~~ <u>79</u>
ITEM 20. ~~LIST OF~~ OUTLETS ~~80~~ <u>AND FRANCHISEE INFORMATION</u>	~~80~~ <u>83</u>
ITEM 21. FINANCIAL STATEMENTS	89
ITEM 22. CONTRACTS	~~90~~ <u>89</u>
ITEM 23. RECEIPT	~~91~~ <u>89</u>

Exhibits

- A State Addenda
- B Regulatory Authorities; Registered Agents for Service of Process
- C-1 Wyndham ~~Hotel~~ Franchise Agreement with Guaranty, ADA Certification Forms for New Construction ~~Hotels~~ Facilities (Pre-Construction and Post Construction), Initial Fee Note, Development Incentive Note, Assignment and Assumption Agreement, State-Specific Addenda and Franchise Application
- ~~C-2~~ ~~C-2(a) Initial Fee Note C-2(b) Development Incentive Note and related documents C-3(a)~~ Oracle Master Agreement – SaaS Subscription Agreement OPERA C-3 ~~(b)~~ Supplemental Services Agreement – OPERA
- ~~C-4~~ Hotel Revenue Management Agreement
- ~~C-5~~ C-4 Three Party Agreement / Lender Notification Agreement; Request Forms

- C-~~6~~5 Termination and Release Agreement
- C-~~7~~6 Signature Reservation Services Agreement
- C-7 Hotel Revenue Management Agreement
- C-8 Hotel Connectivity Solutions Agreement
- D Financial Statements and the Guaranty of Performance of Wyndham Hotels & Resorts, Inc.
- E-1 List of ~~System-Hotels~~Chain Facilities as of December 31, ~~2018~~2019
- E-2 List of ~~System-Hotels~~Chain Facilities which Voluntarily or Involuntarily Left the Wyndham System from January 1, ~~2018~~2019 to December 31, ~~2018~~2019 or which did not communicate with us during the ten week period preceding the date of the Disclosure Document
- F Tables of Content for Standards of Operation and Design Manual and Wyndham Rewards® Front Desk Guide
- G State Effective Dates / Acknowledgment of Receipt

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

To simplify the language in this Disclosure Document, “we,” “our” or “us” means Wyndham Franchisor, LLC, a Delaware limited liability company, (“Wyndham Franchisor” or “WDF”) the franchisor. “You” means the person or entity who buys the franchise, the franchisee. If the franchisee is a corporation, partnership or other entity, “you” includes the franchisee’s owners.

The Franchisor, Its Affiliates and Parents. We were formed on December 4, 2017. We do not do business under any other name. We are a subsidiary of Wyndham Hotels and Resorts, LLC, a Delaware limited liability company. Wyndham Hotels and Resorts, LLC is a subsidiary of Wyndham Hotel Group, LLC, a Delaware limited liability company (“Wyndham Hotel Group”), which is a subsidiary of Wyndham Hotels & Resorts, Inc., a Delaware corporation (“Wyndham Hotels & Resorts”) or (“WHR”). WHR guarantees the performance of our obligations under the “Franchise Agreements” we enter into with franchisees.

WHR was created by virtue of a tax-free spin-off of the hotel and transient lodging businesses of Wyndham Worldwide Corporation (“Wyndham Worldwide”) on May 31, 2018. On August 2, 2017, Wyndham Worldwide announced its plan to separate its businesses into two publicly traded companies. Under the plan of separation, the hotel and transient lodging businesses of Wyndham Worldwide (operating as Wyndham Hotel Group) were spun-off into a standalone publicly traded hotel company, WHR. The remaining businesses of Wyndham Worldwide were renamed Wyndham Destinations, Inc., and continue to operate as a publicly traded timeshare and timeshare exchange company. On May 9, 2018, the Wyndham Worldwide Board of Directors approved the spin-off of WHR through the distribution of 100% of the common stock of WHR to shareholders of Wyndham Worldwide. The distributions occurred on May 31, 2018 to Wyndham Worldwide shareholders of record as of the close of business on May 18, 2018. On June 1, 2018, WHR began “regular way” trading on the New York Stock Exchange as a separate public company.

Predecessor. Our predecessor was Wyndham Hotels and Resorts, LLC, a Delaware limited liability company, formerly known as Wyndham Franchise Systems, LLC, whose principal address is 22 Sylvan Way, Parsippany, NJ 07054. Wyndham Franchise Systems, LLC offered franchises of the type offered in this disclosure beginning on October 12, 2005. On April 20, 2006 Wyndham Franchise Systems, LLC changed its name to Wyndham Hotels and Resorts, LLC and continued to offer franchises of the type offered in this disclosure through March 2018. Wyndham Hotels and Resorts, LLC is our parent and a subsidiary of Wyndham Hotel Group, LLC, which is a subsidiary of WHR. Wyndham Hotels and Resorts, LLC currently owns the Proprietary Marks for the franchise offered in this disclosure. We acquired the right to franchise hotels using the Proprietary Marks (as defined below) and the System from Wyndham Hotels and Resorts, LLC in March 2018.

Affiliates. Worldwide Sourcing Solutions, Inc. (“WSSI”) offers goods and services and operational support services to our franchisees and the franchisees of the “Lodging Affiliates” of Wyndham Hotel Group. See Items 5 and 8.

Lodging Affiliates. Wyndham Hotel Group directly and indirectly owns franchising subsidiaries in the lodging industry (the “Lodging Affiliates”). The Lodging Affiliates which offer franchises in the United States include Ramada Worldwide Inc. (“RWI”), Days Inns Worldwide, Inc.

(“DIW”), Super 8 Worldwide, Inc., which was formerly known as Super 8 Motels, Inc. (“Super 8” or “SWI”), Howard Johnson International, Inc. (“HJI”), La Quinta Franchising LLC (“LQF”), Travelodge Hotels, Inc. (“THI”), Wingate Inns International, Inc. (“WII”), Baymont Franchise Systems, Inc. (“BFS”), Microtel Inns and Suites Franchising, Inc. (“MISF”), TRYP Hotels Worldwide, Inc. (“TRYP Hotels” or “TRYP”), TMH Worldwide, LLC (“TMH”), TRC Franchisor, Inc. (“TRC”), AmericInn International, LLC (“AMI”), and Hawthorn Suites Franchising, Inc. (“HSF”) which offer and support lodging system franchises under the Ramada[®], Days Inn[®], Super 8[®], Howard Johnson[®], La Quinta[®], Travelodge[®] (~~North America~~Americas only), Wingate by Wyndham[®], Baymont Inn & Suites[®], Microtel Inn & Suites by Wyndham[®], TRYP by Wyndham[®], Trademark Collection[®], The Registry Collection Hotels[®], AmericInn[®], and Hawthorn Suites by Wyndham[®] guest lodging facility systems, respectively. The above Lodging Affiliates do not own or operate any lodging facilities. Certain other subsidiaries of Wyndham Hotel Group manage hotels for third party owners under the Wyndham (~~14~~13 hotels), Wyndham Grand (~~8~~9 hotels), Wyndham Garden (1 hotel), Hawthorn Suites by Wyndham (~~14~~16 hotels), Dolce Hotels and Resorts (~~10~~8 hotels), La Quinta (~~314~~271 hotels), and TRYP by Wyndham (~~1~~1 hotel), ~~and Baymont Inn & Suites~~ (1 hotel) brands, and two subsidiaries - Wyndham Bonnet Creek Hotel, LLC and Rio Mar Resort - WHG Hotel Property, LLC - each own ~~a~~one of the above managed Wyndham Grand branded ~~property~~properties.¹

Certain Other Franchise and Hospitality Industry Affiliates. The following chart outlines which affiliate offers and administers franchises and manages hotels under our Proprietary Marks and those of the Lodging Affiliates outside of the United States, and, in the case of managed hotels, within and outside of the United States:

Region/Country	Franchise System	Franchisor
Canada	Baymont Inn & Suites Hawthorn Suites by Wyndham Howard Johnson La Quinta Microtel Inn & Suites by Wyndham Ramada Super 8 Trademark Collection TRYP by Wyndham Wingate by Wyndham Wyndham Garden Wyndham Wyndham Grand	Wyndham Hotel Group Canada, ULC (“WHG Canada”) or one of the Lodging Affiliates
All of Asia with the exception of China and Hong Kong	All brands with the exception of Travelodge ~~and TRYP by Wyndham~~	Wyndham Hotel Asia Pacific Co. Limited (“WHAP”)
Hong Kong	All brands with the exception of Travelodge ~~and TRYP by Wyndham~~	Wyndham Hotel Hong Kong Co. Limited (“WH Hong Kong”)
China	~~Days Inn Microtel Inn & Suites by Wyndham Ramada Wingate by Wyndham Wyndham Garden Wyndham Wyndham Grand~~ <u>All</u>	WHAP or Wyndham Hotel Management (Beijing) Co., Ltd.

¹ The brands and number of hotels managed by our affiliates listed above are current as of December 31, ~~2018~~2019.

	brands except Howard Johnson, Super 8 and Travelodge	
Australia & Pacific	Ramada Wyndham Garden Wyndham Wyndham Grand TRYP by Wyndham Hawthorn Suites by Wyndham	Ramada International, Inc. (“RII”) ~~WDF~~ Wyndham Hotels and Resorts, LLC TRYP or an affiliate HSF-
Most of Europe, Middle East & Africa with the exception of Saudi Arabia and Kenya	All brands with the exception of Travelodge ~~and TRYP by Wyndham~~	Wyndham Hotel Group (UK) Limited (“WHG UK”) or Wyndham Hotel Group (UK) East Limited (“WHG UK East”)
Most of Europe, Middle East & Africa with the exception of Saudi Arabia and Kenya	~~TRYP by Wyndham- Trademark Hotel- Collection~~	~~Wyndham Hotel Group Europe Limited (“WHG Europe”)~~ WHG UK
Saudi Arabia	All brands with the exception of Travelodge	~~WHG Caribbean Holdings, Inc. (“WHG Caribbean”)~~ RII, HJI, SWI or an affiliate
Kenya	Ramada	RII
Latin America and the Caribbean	All brands except Dazzler and Esplendor	WHG Caribbean, RII or LQF
Latin America and the Caribbean	Dazzler and Esplendor	Wyndham Hotel Management de Argentina SRL (“WHMDA”)
Region/Country	Managed System	Management Company
US, Canada, & Europe	Dolce Hotels and Resorts	Hotels are managed by either a special purpose entity, wholly owned by Dolce International, Inc. or WHG Hotel Management, Inc. (“WHGHM”). Dolce International, Inc. and WHGHM are both wholly owned by Wyndham Hotel Group, LLC
US	Wyndham Grand Wyndham Wyndham Garden TRYP by Wyndham	Wyndham Hotel Management, Inc. (“WHM”) or another affiliate
US	Hawthorn Suites by Wyndham	WHGHM Revere, LLC (“Revere”)
US	La Quinta	LQ Management L.L.C. (“LQ Management”)
~~Latin American and South America~~	~~Dazzler Hotels Esplendor- Boutique Hotels Wyndham Grand~~	~~An affiliate of Wyndham Hotel Group~~
Great Britain	Ramada	WHG (Ireland) Hotels, U.C. (“WHG Ireland”)
Qatar	Ramada Wyndham Grand	

United Arab Emirates	Ramada Wyndham	WHG Ireland WHG UK
Bahrain Jordan Tanzania	Ramada	WHG UK
Saudi Arabia	Ramada	WHM
China	Days Inn Ramada Microtel Inn & Suites by Wyndham TRYP by Wyndham Wingate by Wyndham Wyndham Garden Wyndham Wyndham Grand	Wyndham Hotel Management (Beijing) Co., Ltd.
Indonesia	Days Inn Ramada	WHAP
Singapore	Days Inn Ramada	WHM
Malaysia	Ramada Days Inn Howard Johnson Wyndham	WHAP
Thailand	Days Inn Howard Johnson Wyndham	
Ethiopia	Ramada	WHG UK
Mexico, Guatemala, Honduras, El Salvador, Nicaragua, Costa Rica, Panama.	All brands	Wyndham Hotel Management de Mexico, ~~S.~~ <u>S.</u> de R.L. de C.V. (“WHMDM”)
~~Caribbean~~ , Belize, Guyana, Suriname, French Guiana	All brands	WHG Caribbean or RII
Colombia, Ecuador, Peru, Bolivia, Venezuela	All brands	Wyndham Hotel Management de Colombia, S.A.S. (“WHMDC”)
Brazil	All brands	Wyndham Hotel Management do Brasil, Ltda. (“WHMDB”)
Argentina, Chile, Uruguay, Paraguay	All brands	WHMDA
Rest of Latin American and the Caribbean	Esplendor Dazzler Wyndham Grand	WHMDA

In November 2016, Wyndham Hotel Group, through its subsidiary Wyndham Asia Caribbean Holdings, Ltd., acquired 100% of the share stock of Fen International Corp. (“Fen”). Fen and its subsidiaries collectively manage ~~222~~21 hotels in Argentina, Uruguay, Paraguay, Costa Rica and Peru under the Esplendor® and Dazzler® brands. As of December 31, ~~2018~~2019, WHM,

WHGHM, LQ Management or another affiliate provided property management services to ~~440394~~ hotels associated with either ~~Baymont~~, Days Inn, Dazzler Hotels, Dolce Hotels and Resorts, Esplendor ~~Boutique Hotels~~, Hawthorn Suites by Wyndham, La Quinta, Ramada, Trademark Collection, TRYP by Wyndham, Wingate by Wyndham, Wyndham Grand, Wyndham, or Wyndham Garden brands around the globe.

The principal business address of us, WHR, Wyndham Hotel Group, the Lodging Affiliates, WHG Caribbean, WHG Canada, RII, WHM, WHGHM, LQ Management, Revere, and WSSI is 22 Sylvan Way, Parsippany, New Jersey 07054. The principal business address for WHG Europe, WHG UK, WHG UK East, and WHG Ireland is The Triangle, 5-17 Hammersmith Grove, London W6 0LG England. The principal business address of ~~WH~~WHAP Hong Kong is 18th Floor, Edinburgh Tower, The Landmark, 15 Queen's Road Central, Hong Kong. The principal business address for WH Hong Kong is 26th Floor, Three Exchange Square, 8 Connaught Place, Central, Hong Kong. The principal business address of WHAP in Singapore is 3 Phillip Street, #17-04 Royal Group Building, Singapore. The principal business address of WHAP in China is 26F, K. Wah Center, 1010 Huai Hai Rd (M), Shanghai 200031, China. The principal business address for WHMDB is Al Santos 2300 Room 52-Cerqueira Cesar, São Paulo/SP-CEP:, 01418-200 Brazil. The principal address for WHMDM is Blvd. Manuel Avila Camacho 118 piso 24 Lomas de Chapultepec, Miguel Hidalgo CDMX, Mexico 11000. The principal address of WHMDA is Esmeralda 950, piso 20°, Buenos Aires City, Argentina Zip Code: C1007ABL. The principal address of WHMDC is Calle 70A, 4 – 41, Bogotá DC, Colombia, Zip Code 3462011. The principal business address for WHG Australia Pty Ltd. is Unit 11, 11 Karp Court, Bundall, QLD 4217, Australia . The principal business address for Wyndham Hotel Management (Beijing) Co., Ltd. is Room 906C East Ocean Centre, No. 24A Jianguomenwai Street, Chaoyang District, Beijing, China 100022. Our agent for service of process is Corporate Creations Network Inc., 811 Church Road #105, Cherry Hill, NJ 08002. Our agents for service of process are disclosed in Exhibit B.

The Franchisor's Business and the Franchises Offered. Wyndham is an upscale, full service brand of hotels located in key business and vacation destinations around the world. We offer, sell and support franchises for the establishment and operation of Wyndham ~~Hotels~~"Chain" guest lodging facilities (a "Chain Facility" or "Facility"), which offer customers a full service experience in primary destinations, include restaurant, bar (where legally permitted), fitness facilities and, in business locations, business center and meeting and event facilities that are flexible for large and small meetings. Wyndham Resort properties also offer amenities such as golf, tennis, beaches and/or spas.

We also offer, sell and support franchises for the establishment and operation of Wyndham Grand hotels and Wyndham Garden hotels.

The Wyndham System includes the Proprietary Marks described in Item 13 of this Disclosure Document. The System also includes standards, specifications, policies and procedures for the establishment and operation of Wyndham ~~System Hotels~~Chain Facilities; reservation and property management systems; advertising, marketing and promotional programs; management and personnel training; operational standards, procedures and techniques as prescribed in our Standards of Operation and Design manual and other manuals; and a quality assurance program. We may change any of these items to address new competitive conditions, to adapt to new technology, or to otherwise enhance the System. You must comply with our high standards and may be required to make future investments to do so.

Our signature service culture, “*Count On Me!*” characterizes our approach to hotel operations. It distinguishes us to our guests in 3 distinct areas of focus:

- To Be Responsive to the needs of every individual using compassion, empowerment and dependability.
- To Be Respectful in every way by being courteous, engaged and inclusive.
- To Deliver a Great Experience every time by being hospitable, prepared and personalized.

We grant franchises for ~~System-Hotels~~[Chain Facilities](#) to property owners. (See Item 15) Our form of Franchise Agreement is attached as Exhibit C-1. You may develop a new ~~System-Hotel~~[Chain Facility](#) or you may convert an existing hotel (or adapt an existing structure of historic interest) to a ~~System-Hotel~~[Chain Facility](#). In either event, you must submit a Franchise Application and pay the Application Fee described in Item 5. If we approve your Application, we will issue a Franchise Agreement to you. As a condition of opening and operating the hotel as a “Wyndham,” you must satisfactorily complete the conversion or construction of the hotel (as contemplated by the Conversion Addendum or New Construction Addendum attached to the Franchise Agreement).

The Hospitality Industry. The hospitality industry is highly competitive. The System competes with other national full service hotel systems and with regional and local hotels that offer services and lodging products comparable to those offered under the System, including the Lodging Affiliates. Some competitors of the System may be larger, may operate more hotels and may have greater resources than us. Your ability to compete in your market will depend in large part upon room rates, quality of accommodations, name recognition, service levels, your geographic area, specific site location, general economic conditions and the capabilities of your management and service team. Affiliation with us does not guarantee that you will be successful or profitable in your business operation.

Industry Specific Laws. You must comply with a number of federal, state and local laws and regulations which apply to businesses generally and to the construction and operation of hotels. These include environmental laws and those relating to zoning and construction, permits and licensing; public accommodations and accessibility by persons with disabilities; labor; occupational safety; fire safety; health and food storage, preparation and service; privacy and data collection; and laws regulating the posting of hotel room rates and the registration and identification of guests. In addition to these laws, laws of general application may have special relevance to hotels. Your business is subject to state and federal regulations that allow the government to restrict travel and/or require businesses to close during state or national emergencies. Because your business is operated as a destination to which your customers must travel, your business can be affected by such orders more than others. As of the date of this Disclosure Document, travel restrictions have been implemented by the federal government and most state governments in response to the novel strain of the coronavirus (COVID-19) a global pandemic, and several state and local governments have ordered business closures. Therefore, the COVID-19 pandemic may negatively impact our future operations and that of our franchisees, which could result in a material impact to our future financial condition, results of operations, and cash flows, as well as that of our franchisees. Consult your attorney for more information on these and other laws.

Business Experience of Franchisor, the Lodging Affiliates and their Predecessors. We began offering franchises in April 2018. We do not own or manage any ~~Hotels~~Facilities operating under the Proprietary Marks or System. We are not engaged in any activities other than franchising ~~System Hotels~~Chain Facilities and offering related products and services, such as restaurants and health spas, as described in this Disclosure Document. The Lodging Affiliates have been offering licenses or franchises for lodging facilities in the United States (including the continental United States, Alaska, Hawaii, and Puerto Rico) since the following dates:

Affiliate	Began Franchising	Predecessor Began Franchising	Number of Franchised Facilities in U.S. as of December 31, ~~2018~~ <u>2019</u>
AMI	1994	-	~~204~~ <u>205</u>
BFS	2006	2004	~~508~~ <u>521</u>
DIW	1992	1972	~~1,456~~ <u>1,432</u>
HSF	1996	1986	87
HJI	1990	1954	~~188~~ <u>174</u>
LQF	2003	1968	~~584~~ <u>640</u>
MISF	1995	1988	~~306~~ <u>303</u>
RWI	1989	1954	~~335~~ <u>341</u>
SWI	1975	-	~~1,590~~ <u>1,551</u>
THI	1996	1966	~~337~~ <u>349</u>
TMH	2017	-	~~27~~ <u>36</u>
TRC	2017	-	0
TRYP	2011	2000	8
WII	1998	1995	~~154~~ <u>169</u>

We have not engaged in or offered franchises for business other than transient guest lodging facilities and related restaurants. The Lodging Affiliates have never offered franchises in businesses other than guest lodging facilities and related restaurants.

~~[Remainder of Page Intentionally Left Blank]~~

ITEM 2. BUSINESS EXPERIENCE

President and Chief Executive Officer: Geoff Ballotti

Mr. Ballotti has served as President and Chief Executive Officer of WHR since October 2017, and of Wyndham Hotel Group since March 2014. He holds similar positions with us and the Lodging Affiliates.

Manager, Executive Vice President, General Counsel and Secretary: Paul F. Cash

Mr. Cash has served as our Manager since December 2017 and as Executive Vice President, General Counsel and Secretary of WHR and Wyndham Hotel Group since October 2017. He holds similar positions with us and the Lodging Affiliates. In previous roles with our former

affiliates, he served as Executive Vice President, General Counsel and Secretary for Wyndham Destination Network from March 2011 through September 2017.

Manager, Executive Vice President and Chief Operating Officer: Robert Loewen

Mr. Loewen has served as our Manager since December 2017 and as Chief Operating Officer of WHR and Wyndham Hotel Group since October 2017 and April 2013, respectively. He holds similar positions with us and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates, he served as Chief Financial Officer from April 2002 through April 2013.

Manager, Senior Vice President and Chief Accounting Officer: Nicola Rossi

Mr. Rossi has served as our Manager since December 2017 and as Senior Vice President and Chief Accounting Officer of WHR and Wyndham Hotel Group since October 2017. He holds similar positions with us and the Lodging Affiliates. In previous roles with our former affiliates, Mr. Rossi served as Senior Vice President and Chief Accounting Officer for Wyndham Worldwide from July 2006 until May 2018.

Executive Vice President and Chief ~~Global Development Officer: Tom Barber~~

~~Mr. Barber has served as Executive Vice President and Chief Global Development Officer of WHR and Wyndham Hotel Group since October 2017. He holds similar positions with us and the Lodging Affiliates. In previous roles with our former affiliates, he served as Senior Vice President, Mergers and Acquisitions and Operational Excellence for Wyndham Worldwide from January 2012 until May 2018.~~

~~Executive Vice President and Chief~~ Administrative ~~Office~~ Officer: Mary Falvey

Ms. Falvey has served as Executive Vice President and Chief Administrative Officer of WHR and Wyndham Hotel Group since October 2017 and August 2017, respectively. In previous roles with our former affiliates, she served as Executive Vice President and Chief Human Resources Officer for Wyndham Worldwide from July 2006 through May 2018.

Executive Vice President and Chief Financial Officer: Michele Allen

Ms. Allen has served as Executive Vice President and Chief Financial Officer of WHR and Wyndham Hotel Group since December 3, 2019. She holds similar positions with us and the Lodging Affiliates. In previous roles with WHR or its affiliates, Ms. Allen served as Executive Vice President, Financial Planning & Analysis and Treasurer of WHR, Wyndham Hotel Group and us from January 2019 through November 2019, and as Senior Vice President, Financial Planning & Analysis and Treasurer of WHR, Wyndham Hotel Group and us from June 2018 through December 2018. Before then, she served as Senior Vice President, Financial Planning & Analysis for Wyndham Worldwide from April 2015 until May 2018, and Senior Vice President, Financial Planning & Analysis for Wyndham Hotel Group from March 2012 until March 2015.

Executive Vice President and Chief Marketing Officer: Lisa Checchio

Ms. Checchio has served as Executive Vice President and Chief Marketing Officer of WHR and Wyndham Hotel Group since January 2019. In this role, Ms. Checchio oversees the planning, development and execution of the Marketing, Advertising, Loyalty, and Revenue Generation

initiatives for us and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates, Ms. Checchio served as Senior Vice President and Chief Marketing Officer from May 2018 until January 2019, Senior Vice President, Global Brands from February 2017 until May 2018 and Vice President, Brand Marketing from August 2015 until February 2017. Before then, she served as Director, Brand Marketing and Advertising of JetBlue Airways from July 2004 until August 2015.

~~Executive Vice President—Chief Corporate Social Responsibility Officer: Patricia (Patti) Lee~~

~~Ms. Lee has served as Executive Vice President, Organizational Development and Chief Corporate Social Responsibility Officer of WHR and Wyndham Hotel Group since February 2019. She holds similar positions with us and the Lodging Affiliates. In previous roles with our former affiliates, she served as Senior Vice President, Organizational Development and Chief Corporate Social Responsibility Officer of WHR and Wyndham Hotel Group from June 2018 until February 2019, and Senior Vice President, Human Resources and Chief Diversity Officer for Wyndham Worldwide from March 2004 through May 2018.~~

Chief Information Officer: Scott Strickland

Mr. Strickland has served as Chief Information Officer of Wyndham Hotel Group since March 2017 and of WHR since May 2018. In this role, Mr. Strickland oversees information technology strategy and systems for us and the Lodging Affiliates. Before then, Mr. Strickland served as President for D&M Holdings US, Inc. from November 2011 until March 2017.

Group Vice President

Executive Vice President – Loyalty and Revenue Optimization: Eliot Hamlisch

Mr. Hamlisch has served as Executive Vice President, Loyalty and Revenue Optimization of Wyndham Hotel Group since February 2020. In this role, Mr. Hamlisch oversees the Wyndham Rewards Loyalty and Partnership programs, global distribution system connections and revenue management for us and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates, Mr. Hamlisch served as Senior Vice President, Worldwide Loyalty and Partnerships from January 2019 until February 2020, Vice President, Worldwide Loyalty and Partnerships from August 2017 until January 2019, Vice President, Sales Operations and Innovation from October 2016 through August 2017, and Vice President of Sales Innovation from June 2016 until October 2016. Before then, he served as Director, Sales Strategy and Operations with Starwood Hotels and Resorts from April 2013 until May 2016.

Senior Vice President – Global Sales: Carol Lynch

Ms. Lynch has served as ~~Group~~ Senior Vice President, Global Sales of Wyndham Hotel Group since ~~November 2019~~ February 2020. In this role, Ms. Lynch oversees the North America Global and Field sales teams for us and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates, Ms. Lynch held the position of Group Vice President, Global Sales from November 2019 until February 2020, Vice President Global Sales from October 2016 until November 2019, and Senior Director, Global Sales from December 2015 until October 2016. Before then, Ms. Lynch served as Vice President, Planner Communications and Marketing for Elite Meetings International/Cvent from November 2014 until December 2015.

Senior Vice President – Global Contact Centers: Kevin Dunne

Mr. Dunne has served as Senior Vice President, Global Contact Centers of Wyndham Hotel Group since June 2018. In this role, Mr. Dunne oversees the Global Contact Centers for us and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates, Mr. Dunne held the position of Vice President, Global Contact Centers from February 2016 until June 2018. Before then, Mr. Dunne served as Senior Vice President for RBS Citizens from February 2012 until February 2016.

~~Senior Vice President – Worldwide Loyalty and Partnerships: Eliot Hamlish~~

~~Mr. Hamlish has served as Senior Vice President, Worldwide Loyalty and Partnerships of Wyndham Hotel Group since January 2019. In this role, Mr. Hamlish oversees the Wyndham Rewards Loyalty and Partnership programs for us and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates, Mr. Hamlish served as Vice President, Worldwide Loyalty and Partnerships from August 2017 until January 2019, Vice President, Sales Operations and Innovation from October 2016 through August 2017, and Vice President of Sales Innovation from June 2016 until October 2016. Before then, he served as Director, Sales Strategy and Operations with Starwood Hotels and Resorts from April 2013 until May 2016.~~

~~Executive Vice President – Global Distribution and Revenue Management: Tammy Peter~~

~~Ms. Peter has served as Executive Vice President, Global Distribution and Revenue Management of Wyndham Hotel Group since March 2019. In this role, Ms. Peter oversees global distribution system connections and revenue management for us and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates, Ms. Peter served as Senior Vice President, Global Distribution and Revenue Management from January 2018 until March 2019, Vice President, Distribution from April 2015 until January 2018, Vice President, Hotel Marketing Services from April 2014 until April 2015 and Vice President Reservation System Strategy from February 2010 until April 2014.~~

Group Vice President – Brand Operations: Cynthia Liu

Ms. Liu has served as our Group Vice President, Brand Operations since November 2019. Ms. Liu has also served as Group Vice President, Brand Operations for [the Wyndham Garden brand since April 2020, and](#) the Wyndham Grand and TRYP by Wyndham brands since November 2019. In previous roles with Wyndham Hotel Group or its affiliates, Ms. Liu served as Vice President, Brand Operations for the Wyndham and Wyndham Grand brands from January 2019 until November 2019, Vice President, Brand Operations for the Howard Johnson brand from February 2015 through December 2018, and Senior Director of Brand Marketing and Loyalty, Asia Pacific from May 2011 through January 2015.

Executive Vice President – Franchise Services: Michael Piccola

Mr. Piccola has served as Executive Vice President, Franchise Services of Wyndham Hotel Group since November 2019. He holds similar positions with us and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates, he served as Senior Vice President, Franchise Administration and Compliance from March 2017 until November 2019, Senior Vice President, Franchise Administration, Compliance, Retention and Relicensing from October 2015

until March 2017, and the Senior Vice President, Franchise Administration and Compliance from April 2013 until October 2015.

Group Vice President – Franchise Operations and Quality: Tracy Ripa

Ms. Ripa has served as Group Vice President, Franchise Operations and Quality of Wyndham Hotel Group since October 2018. She holds similar positions with us and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates, she served as Vice President, Franchise Quality from January 2016 until October 2018, and Senior Director, Franchise Quality from March 2012 until January 2016.

Vice President – Hotel Integration: Melissa Butler

Ms. Butler has served as Vice President, Hotel Integration of Wyndham Hotel Group since August 2018. She holds similar positions with us and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates, Ms. Butler served as Senior Director, Hotel Integration from October 2012 until August 2018.

Vice President – Training and Development: Melissa DiBlasio

Ms. DiBlasio has served as Vice President, Training and Development of Wyndham Hotel Group since December 2019. She holds similar positions with us and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates, she served as Senior Director, Learning and Development from July 2018 until December 2018, and Director, Learning and Development from September 2014 through July 2018.

Executive Vice President and Chief Development Officer: Carl (Chip) Ohlsson

Mr. Ohlsson has served as Executive Vice President, Chief Development Officer of Wyndham Hotel Group since October 2015. He holds similar positions with us and the Lodging Affiliates. Before then, he served as Vice President, North America of Starwood Hotels and Resorts from February 2006 until October 2015.

Senior Vice President – Franchise Sales and Development: Kevin Brickner

Mr. Brickner has served as Senior Vice President, Franchise Sales and Development of Wyndham Hotel Group since April 2015. He holds similar positions with us and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates, Mr. Brickner served as Regional Vice President, Franchise Sales and Development from March 2008 until April 2015.

Senior Vice President – Franchise Sales and Development: David Wilner

Mr. Wilner has served as Senior Vice President of Franchise Sales and Development of Wyndham Hotel Group since May 2018. He holds similar positions with us and the Lodging Affiliates. Before then, he served as Senior Vice President of Development of LQ Management from July 2011 through May 2018.

Senior Vice President – Franchise Sales and Development: Shane Platt

Mr. Platt has served as Senior Vice President of Franchise Sales and Development of Wyndham Hotel Group since January 2019. He holds similar positions with us and the Lodging Affiliates. Before then, Mr. Platt served as Managing Director of Development for Best Western International from August 2016 until January 2019 and Vice President, Sales for Choice Hotels International, Inc. from December 2003 until August 2016.

Senior Vice President – Franchise Sales and Development: Michael Woodward

Mr. Woodward has served as Senior Vice President of Franchise Sales and Development of Wyndham Hotel Group since July 2019. He holds similar positions with us and the Lodging Affiliates. Before then, Mr. Woodward served as Regional Vice President, Franchise Development from September 2014 until July 2019 and Director, Franchise Development from January 2007 until September 2014.

~~Senior Vice President – Franchise Sales and Development: John (Travis) Miller~~

~~Mr. Miller has served as Senior Vice President of Franchise Sales and Development of Wyndham Hotel Group since July 2019. He holds similar positions with us and the Lodging Affiliates. Before then, Mr. Miller served as Regional Vice President, Franchise Development from November 2015 until July 2019 and served as Senior Vice President, Franchise Development for St. Gregory Development from January 2014 until November 2015.~~

Senior Vice President – Design and Construction: Krishna Paliwal

Mr. Paliwal has served as Senior Vice President, Design and Construction of Wyndham Hotel Group since June 2018. He holds similar positions with us and the Lodging Affiliates. He has also served as President of the La Quinta brand since June 2019. Before then, Mr. Paliwal served as Senior Vice President Design and Construction for LQ Management from February 2008 through May 2018.

Vice President – Retention and Relicensing: Shilpan Patel

Mr. Patel has served as Vice President, Retention and Relicensing of Wyndham Hotel Group since January 2016. He holds similar positions with us and the Lodging Affiliates. He has also served as Brand Leader of the AmericInn brand since April 2020. In previous roles with Wyndham Hotel Group or its affiliates Mr. Patel served as Director, Retention and Relicensing from October 2014 through December 2015, and Director, International Finance from December 2010 until October 2014.

Except as otherwise indicated in this Item, each of the above persons, with the exception of Michael Woodward, ~~Travis Miller~~, Krishna Paliwal, Shane Platt, and David Wilner, is based in our Parsippany, NJ offices while employed by us, the Lodging Affiliates, WHR, or Wyndham Hotel Group. Michael Woodward is based in Chicago, IL, ~~Travis Miller is based in Atlanta, GA,~~ and Shane Platt, David Wilner, and Krishna Paliwal are all based in Irving, TX.

ITEM 3. LITIGATION¹

¹ References to Wyndham Hotels and Resorts, LLC in this Item 3 mean our predecessor franchisor and not our ultimate parent, Wyndham Hotels & Resorts, Inc.

Pending Litigation Against the Franchisor

Thomas Luca, Jr. v. Wyndham Worldwide Corporation, et al., United States District Court for the Western District of Pennsylvania (Case 2:16-cv-00746-MRH). On June 6, 2016, Plaintiff Thomas Luca, Jr. filed a class action lawsuit against defendants Wyndham Worldwide, Wyndham Hotel Group, Wyndham Hotels and Resorts, LLC and Wyndham Hotel Management, Inc. (the “Wyndham Entities”). Plaintiff purports to bring the complaint on behalf of himself and: (i) as to resort fees, all United States citizens who have booked a hotel room through the Wyndham Entities’ websites within the applicable statute of limitations and were charged one or more resort fees; and (ii) as to the Terms of Use provision, all United States citizens who have booked a hotel room through the Wyndham Entities’ websites within the applicable statute of limitations. Plaintiff alleges violations of the New Jersey Consumer Fraud Act, through alleged misleading charging of resort fees, and violations of the New Jersey Truth in Consumer Contract, Warranty and Notice Act (“TCCWNA”), through an allegedly unlawful Terms of Use provision on the Wyndham Entities’ websites. On August 15, 2016, the Wyndham Entities filed motions to dismiss, and on February 15, 2017, the Court granted the motions to dismiss of Wyndham Worldwide and Wyndham Hotel Management, Inc., leaving Wyndham Hotel Group and Wyndham Hotels and Resorts, LLC as parties. Plaintiff filed a motion for class certification on October 15, 2018, which the remaining Wyndham Entities opposed on December 14, 2018, and is currently pending. On January 16, 2019, the Court dismissed the TCCWNA claim from the case. Wyndham Hotel Group and Wyndham Hotels and Resorts, LLC entered into a settlement agreement with Plaintiff whereby a class was certified for settlement purposes and eligible class members will receive either \$22 or 2,200 Wyndham Rewards points, and Wyndham will make certain display changes. The Court granted preliminary approval on October 18, 2019. A final approval hearing is scheduled for February 21, 2020. None.

Pending Litigation Against the Lodging Affiliates

Norma Knuth v. Wyndham Worldwide Corporation, et al., (Court of Queen’s Bench for Saskatchewan, Judicial Centre of Regina, QBG-2650/2014). On December 5, 2014, Plaintiff Norma Knuth filed a class action suit as a representative of all “persons, corporations, and entities, resident or situated in Canada . . . that paid a “Destination Marketing Fee” to a hotel in Canada owned, operated, or managed by one of the Defendants defendants.” Plaintiff named Wyndham Worldwide, Wyndham Hotel Group, Days Inns Worldwide, Inc., Ramada Worldwide Inc., Super 8 Worldwide, Inc., Travelodge Hotels, Inc., and Wingate Inns International, Inc. (the “Wyndham Entities”), as well as several other hotel companies. Plaintiff claims that hotels in Saskatchewan and elsewhere in Canada have been charging a Destination Marketing Fee of 3% or 4% for various marketing fees that they should not be passing along to consumers. Plaintiff further alleges that hotel guests are not aware of the charge and are under no obligation to pay it, and that the name Destination Marketing Fee was intended to make guests believe it is a special government tax or fee. Plaintiff alleges each of the defendants owns, operates or manages the hotel which collects the fee. The causes of action are (i) violation of the Consumer Protection Act, (ii) negligence, (iii) unjust enrichment, and (iv) waiver of tort. Plaintiff seeks restitution in the amount of \$403 million, general damages, punitive damages and interest. Plaintiff filed an Amended Statement of Claim on May 29, 2015, and a Second Amended Statement of Claim on December 14, 2015. The Wyndham Entities intend to defend the case vigorously.

Karen Tichy v. Hyatt Hotels Corp., et al., (United States District Court for the Northern District of Illinois, (Case 1:18-cv-01959). On March 23, 2018, Plaintiff Karen Tichy filed a class action lawsuit against numerous hotel industry companies, including Wyndham Worldwide. On May

23, 2018, Plaintiffs filed an amended complaint, and substituted Wyndham Hotel Group for Wyndham Worldwide. Plaintiff alleges a per se violation of the Sherman Antitrust Act (in the form of bid rigging and a group boycott), and in the alternative, a violation of the Sherman Act by unreasonably restraining trade among 60% of the market for the online sale of hotel rooms in connection with alleged arrangements between defendants, and between defendants and certain OTAs, to eliminate competitive bidding for branded keywords in connection with advertising. Specifically, plaintiff has alleged that each of the defendants agreed to refrain from using online

advertising methods to compete for consumers, by preventing competitors from bidding for online advertising that uses competitors' brand names. The proposed class consists of "all persons throughout the United States who during the period January 1, 2015, through the present, paid for a room reserved from any OTA or Defendants' online websites." Defendants filed a joint motion to dismiss on June 22, 2018. ~~The motion is fully briefed and pending, which was denied on March 21, 2019.~~ Wyndham Hotel Group intends to defend the case vigorously.

Travelpass Group, LLC, Partner Fusion, Inc. and Reservation Counter, LLC v. Caesars Entertainment Corporation., et al., (United States District Court for the Eastern District of Texas, (Case 5:18-cv-00153-RWS-CMC). On December 6, 2018, Plaintiffs filed an action against ~~defendants Caesars Entertainment Corporation, Choice Hotels International, Inc., Hilton Domestic Operating Company, Inc., Hyatt Hotels Corporation, Marriott International, Inc., Red Roof Inns, Inc., Six Continents Hotels, Inc. and numerous hotel industry companies, including Wyndham Hotel Group, LLC. Plaintiff Travelpass Group and its predecessor or related entities, Partner Fusion and Reservation Counter, Plaintiffs~~ are "downstream" online travel agencies that allege they market defendants' hotels online by bidding on branded keywords in auctions conducted by online search engines. Plaintiffs allege a per se violation of the Sherman Antitrust Act (in the form of bid rigging and a group boycott), as well as other violations of the ~~Sharman~~ Sherman Antitrust Act and the Utah Antitrust Act and tortious interference with prospective business relations in connection with alleged arrangements between ~~Defendants~~ defendants, and between ~~Defendants~~ defendants certain and OTAs, to eliminate competitive bidding for branded keywords in connection with advertising. Specifically, ~~Plaintiff has~~ plaintiffs have alleged that each of the ~~Defendants~~ defendants agreed to refrain from using online advertising methods to compete for consumers, by preventing competitors, including ~~Plaintiffs~~ plaintiffs, from bidding for online advertising that uses competitors' brand names. Defendants filed a ~~Joint Motion to Transfer Venue~~ joint motion to transfer venue on February 5, 2019, which was denied on August 29, 2019, as well as a ~~Joint Motion~~ joint motion to ~~Dismiss~~ dismiss on February 7, 2019, which was denied on September 27, 2019. Trial is scheduled for April 26, 2021. Wyndham Hotel Group intends to defend the case vigorously.

Lancs Hospitality LLC, et al. v. Days Inns Worldwide, Inc., et al., Superior Court of New Jersey, Law Division, Morris County (Docket No. MRS-L-001730-19). On August 13, 2019, former franchisee entities Lancs Hospitality LLC, S Boston Hospitality, LLC, HR Penn, LLC, and RHR Wildwood 423, LLC, along with their corresponding guarantors, Urjita P. Bhoola, Hemlata R. Jariwala, Rajendra Jariwala, Guarang Jariwala, and Abhishek Jariwala, (collectively, the "Plaintiffs") jointly filed a complaint against Days Inns Worldwide, Inc., Ramada Worldwide Inc., and Howard Johnson International, Inc. (collectively, the "Wyndham Entities") in the Superior Court of New Jersey, Morris County, relating to four franchise agreements with the Wyndham Entities for the operation of four franchised guest lodging facilities. The suit asserts various allegations, including: (i) violation of the NJ Franchise Practices Act for constructive termination

without good cause and imposing unreasonable standards of performance (as to Howard Johnson International, Inc., only); (2) breach of contract/breach of the implied covenant of good faith and fair dealing; (3) violation of the Virginia Retail Franchising Act for constructive termination without reasonable cause and using undue influence to induce plaintiff S Boston Hospitality, LLC to terminate its franchise agreement (as to Days Inns Worldwide, Inc., only). Plaintiffs seek compensatory, consequential, and punitive damages, interest, attorneys' fees, and costs. Plaintiffs also seek a declaratory judgment against the Wyndham Entities stating that due to the breach of contracts, the subject guaranties should be rescinded and Plaintiffs should have no liability under the subject franchise agreements. The Wyndham Entities filed counterclaims under the four franchise agreements for breach of contract, seeking liquidated damages, or in the alternative, actual damages, recurring fees, interest, attorneys' fees, and costs. This litigation was then consolidated with four cases previously filed by Days Inns Worldwide, Inc. and Travelodge Hotels, Inc. against franchisee Midlang Hospitality LLC, C.Z. Gabheraj, LLC, Hurp WL, LLC, and C. Gabheraj Hospitality, LLC, along with their corresponding guarantors, Urjita P. Bhoola, Prakash Bhoola, Hemlata R. Jariwala, Rajendra Jariwala, Guarang Jariwala, and Abhishek Jariwala, in the Superior Court of New Jersey, Morris County. The parties in the consolidated matter are currently engaged in discovery. The Wyndham Entities intend to defend the case vigorously.

Chafik Mihoubi v. Priceline.com, LLC et al. (Superior Court of Quebec, District of Montreal). On January 27, 2020, Plaintiff filed a class action suit as a representative of all consumers who made via internet, from Quebec, a booking from one of the defendants and who paid a higher price than the one advertised, except for fees chargeable under a federal or provincial statute when, under that statute, the fees must be charged directly to the consumer to be remitted to a public authority. Plaintiff named Wyndham Hotel Group, as well as several other hotel companies and online travel agencies. Plaintiff claims that the defendants charged a higher price than the advertised price for hotel rooms in violation of the Quebec Consumer Protection Act by not posting certain mandatory fees in the initial advertised price. Plaintiff seeks contractual and punitive damages, with interest, along with attorneys and other fees. Wyndham Hotel Group intends to defend the case vigorously.

Resolved Litigation Against the Franchisor

Thomas Luca, Jr. v. Wyndham Worldwide Corporation, et al. (United States District Court for the Western District of Pennsylvania, Case 2:16-cv-00746-MRH). On June 6, 2016, Plaintiff Thomas Luca, Jr. filed a class action lawsuit against defendants Wyndham Worldwide, Wyndham Hotel Group, Wyndham Hotels and Resorts, LLC and Wyndham Hotel Management, Inc. (the "Wyndham Entities"). Plaintiff purports to bring the complaint on behalf of himself and: (i) as to resort fees, all United States citizens who have booked a hotel room through the Wyndham Entities' websites within the applicable statute of limitations and were charged one or more resort fees; and (ii) as to the Terms of Use provision, all United States citizens who have booked a hotel room through the Wyndham Entities' websites within the applicable statute of limitations. Plaintiff alleges violations of the New Jersey Consumer Fraud Act, through alleged misleading charging of resort fees, and violations of the New Jersey Truth-in-Consumer Contract, Warranty and Notice Act ("TCCWNA"), through an allegedly unlawful Terms of Use provision on the Wyndham Entities' websites. On August 15, 2016, the Wyndham Entities filed motions to dismiss, and on February 15, 2017, the Court granted the motions to dismiss of Wyndham Worldwide and Wyndham Hotel Management, Inc., leaving Wyndham Hotel Group

and Wyndham Hotels and Resorts, LLC as parties. Plaintiff filed a motion for class certification on October 15, 2018, which the remaining Wyndham Entities opposed on December 14, 2018. On January 16, 2019, the Court dismissed the TCCWNA claim from the case. Wyndham Hotel Group and Wyndham Hotels and Resorts, LLC entered into a settlement agreement with Plaintiff whereby a class was certified for settlement purposes and eligible class members will receive either \$22 or 2,200 Wyndham Rewards points, and Wyndham will make certain display changes. The Court granted preliminary approval on October 18, 2019 and granted final approval on February 24, 2020.

Ronald Robinson v. Wingate Inns International, Inc. and Wyndham Hotels and Resorts, LLC; (United States District Court for the District of New Jersey, ~~(Civil Action No. 2:13-cv-2468 (CCC))~~). On or about April 17, 2013, Ronald Robinson filed a complaint against Wingate Inns International, Inc. (“WII”) and Wyndham Hotels and Resorts, LLC for violation of the ~~FTC~~Federal Trade Commission’s Rule on Franchising (against Wyndham Hotels and Resorts, LLC solely), breach of contract (against WII solely), breach of the covenant of good faith and fair dealing, fraudulent inducement, and violation of the New Jersey Consumer Fraud Act, seeking damages and rescission of its franchise agreements. Plaintiff signed franchise agreements with WII and Wyndham Hotels and Resorts, LLC, though never opened a hotel pursuant to the agreements. ~~Defendants filed a motion to dismiss, which was granted on December 23, 2013. Plaintiff filed an amended complaint on January 16, 2014. Defendants filed a motion to dismiss the amended complaint on January 30, 2014. On September 24, 2014, the Court partially granted Defendants’ motion to dismiss. Plaintiff filed a Second Amended Complaint on October 2, 2014. Defendants filed a partial motion~~After two amended complaints by Plaintiff and motions to dismiss by the Second Amended Complaint on October 16, 2014. Defendants filed~~defendants, as well as~~ a counterclaim ~~on April 2, 2015, seeking damages. On June 30, 2015~~by defendants, the Court granted Wyndham Hotels and Resorts, LLC’s motion to dismiss the breach of the covenant of good faith and fair dealing claim against it and granted defendants’ motion to dismiss the fraud claims against them with prejudice. ~~Accordingly, on June 30, 2015. Plaintiff and WII settled the only remaining claims against WII were for breach of the covenant of good faith and fair dealing and breach of contract while all claims against Wyndham Hotels and Resorts, LLC were dismissed. Plaintiff and WII settled the matter~~ in May 2016 with payment coming to WII from Plaintiff.

Joyce Roberts, individually and on behalf of classes of similarly situated individuals v. Wyndham International, Inc., Wyndham Worldwide Operations, Inc., Wyndham Hotels and Resorts, LLC & Does 1-10; (Superior Court of the State of California, County of Santa Cruz (RG 12639589)). On July 17, 2012, a purported class action complaint was filed against Wyndham International, Inc., Wyndham Worldwide Operations, Inc., and Wyndham Hotels and Resorts, LLC (the “Wyndham Entities”), alleging that Defendants surreptitiously recorded, monitored, or eavesdropped upon telephone conversations with consumers. Specifically, Plaintiff asserts two causes of action, alleging ~~Defendants~~the defendants violated California's Invasion of Privacy Act (California Penal Code Section 630 et seq.) when it allegedly recorded one or more calls plaintiff made to the Wyndham Rewards toll-free number through which reservations can be made for Wyndham hotels and to the Wyndham central reservations call center, without disclosing to plaintiff the conversations would be recorded, monitored, or eavesdropped upon. Plaintiff purports to bring the complaint on behalf of herself and all California residents who participated in one or more telephone conversations with the toll-free reservation numbers from a cellular, cordless, or hardwired landline telephone located in California and whose calls were recorded, monitored and/or eavesdropped upon by ~~Defendants~~the Wyndham Entities surreptitiously or without

disclosure. ~~Defendants~~[The Wyndham Entities](#) were served on August 31, 2012, and removed the case to the United States District Court, Northern District of California. ~~On October 9, 2012, Defendants filed a Motion to Dismiss the Complaint for failure to state a claim and a Motion to Strike Class Allegations. Those motions were denied and an Answer was filed.~~ On May 15, 2013, the Court entered an order whereby Plaintiff's claims were voluntarily dismissed as to defendants Wyndham International, Inc. and Wyndham Worldwide Operations, Inc., leaving Wyndham Hotels and Resorts, LLC as defendant. Plaintiff filed her motion for class certification on April 27, 2015. Defendant's opposition to the motion for class certification was filed on June 19, 2015. The parties reached a settlement before the class certification motion hearing took place, which had been scheduled for September 1, 2015, and thereafter executed a settlement agreement. ~~On February 16, 2016, Plaintiff filed her motion seeking preliminary approval of the settlement and the Court granted the motion on March 22, 2016.~~ The Court granted final approval of the settlement and entered an order on the same, dismissing the lawsuit, on October 27, 2016.

FTC v. Wyndham Worldwide Corporation, et al. (United States District Court for the District of New Jersey, Case No. 13-cv-1887 (ES)(JAD)). On June 26, 2012 the U.S. Federal Trade Commission ("FTC") filed a lawsuit in Federal District Court for the District of Arizona against Wyndham Worldwide, Wyndham Hotel Group, Wyndham Hotels and Resorts, LLC and Wyndham Hotel Management, Inc. ([the "Wyndham Entities"](#)), alleging unfairness and deception-based violations of Section 5 of the FTC Act in connection with three prior cyberattacks involving a group of hotels operating under the Wyndham trade name. The parties settled the case by executing a Stipulated Order for Injunction, which does not hold the Wyndham Entities liable for any violations, nor require it to pay any monetary relief. The Court entered the Order and dismissed the case with prejudice on December 11, 2015.

Resolved Litigation Against the Lodging Affiliates

Jay Brodsky v. Hilton Worldwide Inc., et al. (United States District Court for the District of New Jersey, Case 2:18-cv-13045-KM-JBC). On August 20, 2018, plaintiff Jay Brodsky filed an individual lawsuit against numerous hotel industry companies, including "Wyndham Hotels". Plaintiff alleged a per se violation of the Sherman Antitrust Act (in the form of bid rigging and a group boycott), and in the alternative, a violation of the Sherman Act by unreasonably restraining trade among 60% of the market for the online sale of hotel rooms in connection with alleged arrangements between defendants, and between defendants and certain OTAs, to eliminate competitive bidding for branded keywords in connection with advertising. Specifically, plaintiff has alleged that each of the defendants agreed to refrain from using online advertising methods to compete for consumers, by preventing competitors from bidding for online advertising that uses competitors' brand names. Defendants jointly settled for \$7,000 payment (\$1,400 as to Wyndham Hotels) to Mr. Brodsky on February 22, 2019, resulting in a dismissal of the action.

Percy Pooniwala and Dinaz Pooniwala v. Wyndham Worldwide, Inc., et al. (Case No. No. 0:14-cv-00778, United States District Court for the District of Minnesota, Case No. No. 0:14-cv-00778). On February 28, 2014, plaintiffs served a ~~Complaint~~[complaint](#) upon Super 8 Worldwide, Inc., Travelodge Hotels, Inc., Days Inns Worldwide, Inc., and Wyndham Worldwide Operations, Inc. (the "Wyndham Entities") in the Fourth Judicial District, County of Hennepin, State of Minnesota, asserting allegations including (i) violation of the Minnesota Franchise Act; (ii) breach of contract; (iii) breach of the implied

covenant of good faith and fair dealing; and (iv) retaliation. Plaintiffs' claims related to four franchise agreements with the Wyndham Entities for the operation of Super 8, Travelodge and Days Inn franchised guest lodging facilities in Minnesota, and one proposed location that did not result in an executed franchise agreement. Plaintiffs allege that the Wyndham Entities wrongfully terminated, or were in the process of terminating, several of plaintiffs' franchised sites because plaintiffs did not agree to settle a separate lawsuit pending in New Jersey. Plaintiffs sought damages in excess of \$150,000.00, as well as the recovery of attorneys' fees. The Wyndham Entities filed counterclaims under the four franchise agreements and the location that did not result in an executed franchise agreement, including breach of contract and violations of the Lanham Act, seeking actual damages, liquidated damages, recurring fees and attorneys' fees and costs. The parties reached a settlement in August 2015 as part of which ~~Plaintiff~~plaintiffs made payments to the Wyndham Entities in the amount of \$220,000 made in monthly payments from November 2015 until April 2017 and the case was dismissed on September 25, 2015.

Loren Stone v. Howard Johnson International, Inc. & Does 1-10, (United States District Court for the Central District of California (Los Angeles), ~~(CV. 12 1684)~~). On February 28, 2012, a purported class action complaint was filed against Howard Johnson International, Inc. and several fictitious defendants, alleging that defendants surreptitiously recorded telephone conversations with consumers. Specifically, plaintiff asserted three causes of action, alleging defendants (i) violated California's Invasion of Privacy Act (California Penal Code Section 630 et seq.); (ii) violated the common law right to privacy; and (iii) acted negligently. Plaintiff purported to bring the complaint on behalf of himself and "all other California residents whose telephone conversations were surreptitiously recorded by ~~Defendants~~defendants between July 13, 2006 and the present." Plaintiff amended his complaint to add Wyndham Hotel Group on May 10, 2013. The parties reached a settlement and executed a written settlement agreement with Wyndham Hotel Group, LLC denying any allegations of liability or wrongdoing and paying \$1,500,000.00 into an account administered by the Claims Administrator. The court approved the settlement and the case was dismissed on November 30, 2015.

FFC Capital Corporation v. Wyndham Hotel Group, LLC (Court of Common Pleas of Allegheny County, Pennsylvania) (G.D. No. 14-003150). This lawsuit was filed on February 28, 2014 in Pennsylvania State Court, Allegheny County. FFC Capital Corporation ("FFC") and Wyndham Hotel Group entered into a letter agreement on February 8, 2008 (the "Letter Agreement") as to proposed acquisitions by affiliates of FFC of twenty-two Wyndham Hotel Group-branded hotels. The twenty-two hotels filed for voluntary bankruptcy in 2010. FFC sued for breach of contract under the Letter Agreement, arguing that Wyndham Hotel Group failed to pay service fees allegedly owed as to transfers of twenty-one of the twenty-two hotels. The parties entered into a settlement agreement on January 22, 2015 as part of which Wyndham Hotel Group made no admission of liability and paid FFC \$260,000 and the case was dismissed.

Amar Shakti Enterprises, LLC et al. v. Wyndham Worldwide, Inc. et al., (United States District Court for the Middle District of Florida (Orlando), ~~(Civ. 6:10-CV-1857-ORL-19-KRS)~~). On December 10, 2010, a purported class action lawsuit was filed against Ramada Worldwide Inc., Baymont Franchise Systems, Inc., Days Inns Worldwide, Inc., and Super 8 Worldwide, Inc. (the "Wyndham Entities") alleging claims involving the proactive matching feature and associated 5% fee under the Wyndham Rewards guest loyalty program. The proposed class included all franchisees that are or were parties to a franchise agreement with Wyndham Hotel Group's hotel franchisors offered from November 30, 1994 to December 10, 2010. There were also four

proposed subclasses based upon different language in the various franchise agreements from 1994 to December 10, 2010. Specific counts in the Second Amended Complaint included (i) two breach of contract counts; (ii) allegations of unfair and deceptive trade practices under Florida law; and (iii) violation of New Jersey's Consumer Fraud Act. Plaintiffs alleged ~~defendants~~that the Wyndham Entities breached their contracts with plaintiffs by imposing extra-contractual fees upon franchisees by virtue of their forced participation in ~~defendants~~the Wyndham Entities' proactive matching program. Plaintiffs alleged that defendants violated Florida's Deceptive and Unfair Trade Practices Act and New Jersey's Consumer Fraud Act by making misrepresentations as to the charges franchisees would be expected to pay and subsequently charging additional arbitrary fees to the franchisees and by making misrepresentations as to how the loyalty program worked. The franchisees sought damages in excess of \$260,000,000 and recovery of attorneys' fees. On April 4, 2012, the parties settled the case. The ~~franchisors~~Wyndham Entities reimbursed franchisee's counsel \$125,000 to defray certain of their out-of-pocket costs but no other damages or attorneys' fees were paid. Under the settlement, the ~~franchisors~~Wyndham Entities retained the right to pursue separate legal actions in New Jersey for their Counterclaims. On May 23, 2012, the Court entered an Order of Dismissal with Prejudice.

Litigation Against Franchisees Commenced in the Past Fiscal Year

Litigation Against Terminated Franchisees for Non-Payment of Outstanding Amounts Owed:

Case Name	Date Complaint Filed	Court	Docket Number
<u>WYNDHAM FRANCHISOR, LLC,</u> <u>successor in interest to</u> WYNDHAM HOTELS AND RESORTS, LLC, a Delaware ~~Corporation,~~ <u>v. OKLAHOMA-</u> <u>786, LLC, an Oklahoma</u> Limited Liability Company; ~~TUSHAR PATEL, an~~ ~~individual;~~ <u>JAYESH PATEL, v. HIONIS</u> <u>HOTEL ASSOCIATES, INC., a</u> <u>Pennsylvania Corporation;</u> <u>ALEXANDER</u> <u>HIONIS, an individual;</u> and ~~TAJDIN-~~ ~~GILLAN~~ <u>EVANGGELOS HIONIS, an</u> individual	~~4/9/2018~~ <u>3/18/2019</u>	United States District Court for the District of New Jersey	~~1819~~ -cv- ~~5694~~ <u>87</u> <u>10</u>
<u>WYNDHAM FRANCHISOR, LLC,</u> <u>successor in interest to</u> WYNDHAM HOTELS AND RESORTS, LLC, a Delaware ~~Corporation,~~ <u>v. FIRST</u> <u>CAPITAL REAL ESTATE</u> <u>INVESTMENTS, LLC, a California</u> Limited Liability Company; ~~SUNEET-~~ ~~SINGAL,~~ <u>v. KHANNA ENTERPRISES</u> <u>GENERAL PARTNERSHIP, a California</u> <u>General Partnership;</u> <u>RAVI KHANNA, an</u> individual; <u>RAJESH KHANNA, an</u> individual; and ~~MAHQUE-~~ ~~LADNIER~~ <u>ASHWIN KHANNA, an</u> individual	~~5/17/2018~~ <u>12/5/2019</u>	United States District Court for the District of New Jersey	~~1819~~ -cv- ~~9334~~ <u>21</u> <u>095</u>

Other than the above actions, no litigation needs to be disclosed in this Item.

ITEM 4. BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5. INITIAL FEES

Application and Initial Franchise Fees

All prospective franchisees must complete an application for a Wyndham® franchise (a “Franchise Application”) and forward it to us for our review. A copy of the Franchise Application appears at the end of Exhibit C-1. You must pay us a \$10,000 “Application Fee” when you submit your Franchise Application. It is non-refundable unless your application is not accepted due to proximity of the proposed site to another ~~System-Hotel~~Chain Facility. You must pay an “Initial Franchise Fee” to us when you sign the Franchise Agreement. The Initial Franchise Fee for a new construction or conversion ~~System-Hotel~~Chain Facility is equal to the greater of \$54,500 or \$500 per room. If we approve your Franchise Application, the Application Fee will be credited towards your Initial Franchise Fee. We do not intend to refund any Initial Franchise Fee. If we defer payment of all or a portion of the Initial Franchise Fee, you will sign the “Initial Fee Note” found in Exhibit C-1. In ~~2018~~2019, Initial Fees ranged from ~~\$50,000~~54,500 to ~~\$97,500~~130,200.

The Initial Franchise Fee paid by franchisees of new construction and conversion facilities covers, in part, certain onboarding services, including:

Revenue Management Services – ~~Four~~Six months of Start-Up Platinum Revenue Management Services for your ~~System-Hotel~~Chain Facility beginning thirty days from your Opening Date. Services include scheduled communication and accessibility, bi-weekly meetings, STR review and evaluation, rate and inventory maintenance, strategic positioning, future demand strategy and targeted promotions and packages. The value of these Revenue Management Services is \$4,500.

Integration Services –~~We will provide full operational resources, including training and support, for property opening.~~ Our quality team will perform an initial inspection of your property and integration visit and our field team will provide training on and assistance with hotel operations topics including Systems Standards and using the System’s intranet site. We will also provide training through various on-line courses on subjects such as quality assurance, housekeeping, preventative maintenance, customer service and the RFP process. The value of these Integration Services is \$5,000.

Transferees of existing ~~System-Hotels~~Chain Facilities and franchisees renewing their franchises must pay an Application Fee, as well as a “Relicense Fee” (instead of an Initial Franchise Fee), which is equal to the greater of \$50,000 or \$500 per room. We may negotiate a lower Relicense Fee with you for a subsequent transfer or a renewal at the time the parties sign the original, transfer or renewal Franchise Agreement, when business circumstances warrant. Relicense Fees are not refundable.

In ~~2018~~2019, there were no transfer franchises. However, there may have Administrative

Assignments, temporary operating agreements entered into with financial institutions, agreements entered into with receivers or transfer franchises in which the transferor had previously negotiated a reduced Relicense Fee in their original Franchise Agreement with us. There were no franchise renewals in ~~2018~~2019.

If you assign the Franchise Agreement, with our consent, to an entity affiliated with the initial franchisee using the Assignment and Assumption Agreement included in Exhibit C-1 (an “Administrative Assignment”), we will charge you a flat non-refundable administrative Relicense Fee of \$5,000, which includes your Application Fee. If the Franchise Agreement is being assigned to a financial institution or a court-appointed receiver, with our consent, the non-refundable Administrative Relicense Fee is \$7,500, and includes the Application Fee.

We may negotiate the amount, payment terms and payment of any of the above fees when business circumstances warrant.

Mandatory Support Services and Fees

Franchisees purchasing new construction or conversion facilities must participate in the following required programs:

General Manager Training – We will provide training for your general manager in our Hospitality Management Program. The fee for this mandatory training program is ~~\$2,000~~2,250, which you will be billed within 90 days following the Opening Date of the hotel. Your general manager must attend and successfully complete this mandatory training program before you open a new construction hotel or, for a conversion hotel, within 90 days after the Opening Date. If your initial general manager does not attend the Hospitality Management Program within the required time period, you must also pay the tuition then in effect at the time of your general manager’s attendance.

Opening Training – We will provide opening training for your staff. This training is conducted on site at your Facility anywhere from two weeks prior to, or up to 30 days after, the Facility’s Opening Date. The duration and fee for this training is dependent on the size of your Facility as follows: \$750 for 0-50 rooms (1 day), \$2,250 for 51-200 rooms (up to 3 days) and \$3,750 for 200+ rooms (up to 5 days), plus travel, lodging and meal expenses of the facilitator.

Digital Photographs – We will arrange for digital photographs to be taken of the ~~Hotel~~Facility by our preferred professional photography company for use on our consumer website, third party travel websites, and various marketing media. The fee for the standard photo package is \$3,560.

Franchisees of transfer facilities are ~~also~~ required to send your initial general manager to our Hospitality Management Program for training and pay the fee for such program, as described above. Franchisees who are renewing their franchises are not required to participate in our Hospitality Management Program, provided your general manager has completed the training within the last eight years.

Franchisees for conversion, transfer and renewal facilities must participate in the following required programs:

Property Improvement Plan – We will conduct an initial inspection of the hotel, develop a punch list of property improvements needed to meet System Standards, recommend vendors for equipment and supplies and conduct one-follow up inspection. The fee for this Property Improvement Plan is \$2,500.

Property Management Systems

You must purchase the server hardware from us and the OPERA® operating system software license from Oracle Hospitality (“Oracle”) which will function as the ~~Hotel~~Facility’s property management system (“PMS”) so that the ~~Hotel~~Facility can communicate with the Central Reservation System (“CRS”).

You will subscribe and obtain the licenses required to operate the OPERA PMS through the subscription based OPERA SaaS Model offered by Oracle under the Oracle Master Agreement. You must pay us a one-time set-up and implementation fee of \$23,075 plus additional amounts for interfaces that may be required. You must sign the OPERA Supplemental Services Agreement with us, which may include additional services and fees including monthly support and interface fees paid after opening.

If you purchase an existing ~~System~~ ~~Hotel~~Chain Facility with a PMS, we may require you to upgrade it or purchase a new PMS to meet our current configuration requirements, at your cost. If no upgrade is needed, and you purchase an existing ~~System~~ ~~Hotel~~Chain Facility with a PMS, you must pay a \$3,900 transfer fee for the OPERA PMS plus possible additional fees for changes in the number of guest rooms in the ~~Hotel~~Facility and changes to the number of interfaces the OPERA PMS uses.

If you are a transferee of a ~~System~~ ~~Hotel~~Chain Facility with a current PMS that meets our technology standards, we offer optional PMS recertification training for your ~~Hotel~~Facility remotely at a fixed cost of \$500. You may also request additional OPERA PMS training at a cost of up to \$10,000 for up to seven trainer days. You must provide complimentary lodging for our trainers if the training is provided at the ~~Hotel~~Facility.

Set up of PMS systems and their associated ongoing fees are non-refundable.

Design and Project Management Services

We will provide you with an interior design prototype for the construction, renovation or furnishing of the ~~Hotel~~Facility. In addition, for new construction facilities, we will provide review of both preliminary and final plans for construction of the ~~Hotel~~Facility and up to three site visits from our Hotel Integration team to ensure compliance with System Standards as the project is constructed.

Franchisees of conversion and new construction facilities must complete pre-opening improvements or construction of the Hotel by the date specified in the Franchise Agreement. If we choose to grant an extension of any deadline, including the Hotel’s Opening Date, you must pay us a non-refundable extension fee of \$10,000. The extension fee is due within 10 days of the Hotel’s Opening Date. We may negotiate the amount, payment terms or charging of this fee with you when business circumstances warrant.

You can purchase furniture, fixtures, equipment and other supplies which you may need before opening the Hotel through WSSI's "Approved Supplier" programs. However, if you choose to purchase certain design elements from a supplier other than an Approved Supplier, we may charge you a non-refundable Custom Interior Design Review Fee, for our review of custom interior design drawings or of a model room and one site visit. You must submit to us your design drawings to ensure compliance with our interior design standards. The Custom Interior Design Review Fee is currently \$6,000, but is subject to increase in the future.

ITEM 6. OTHER FEES

Type of Fee ¹	Amount	Due Date	Remarks
<u>General Fees</u>			
Royalty Fee	5% of Gross Room Revenues ("GRR"). ⁽²⁾	By the 3rd day of the month, for preceding month.	Payable from Opening Date until the expiration or sooner termination of your Franchise Agreement.
Marketing and Global Sales Fee	3% of GRR.	By the 3rd day of each month for preceding month.	You pay this Fee to fund national and other marketing programs for hotels operating under the Wyndham tradename, our national sales department which solicits group sales, convention, corporate and other business at ~~System Hotels~~ Chain Facilities , and operation programs.
<u>Taxes</u>	<u>Amount assessed by federal, state and local tax authorities.</u>	<u>When we invoice you.</u>	<u>You must pay an amount equal to any sales tax, gross receipts tax or similar tax imposed with respect to any payments required under the Franchise Agreement, unless the tax is credited against income tax otherwise payable by us. You shall have no obligation for any tax which is based upon the net income of us.</u>
<u>Design and Renovation Service Fees</u>			
<u>Expansion Fee</u>	<u>Then-current Initial Franchise Fee per room times the number of rooms proposed to be added.</u>	<u>With request for expansion.</u>	<u>The franchise is only for the number of guest rooms specified in the Franchise Agreement. If you wish to expand, we must approve the expansion and you must pay an additional fee. We will refund the fee (minus a processing charge) only if we do not approve your request.</u>

<u>Custom Interior Design Review Fee</u>	<u>Currently, \$6,000.</u>	<u>When we invoice you.</u>	<u>If you choose to purchase certain design elements from a supplier other than an Approved Supplier, we may assess you a Custom Interior Design Review Fee for our review of custom interior design drawings and one site visit. You must submit to us design drawings to ensure compliance with our interior design standards.</u>
<u>Property Improvement Plan Preparation Fee</u>	<u>Currently, \$1,500 per request.</u>	<u>When we invoice you.</u>	<u>This fee is charged if we have to prepare any Property Improvement Plan for the Facility, post opening.</u>
<u>Training and Conferences</u>			
<u>General Manager Certification</u> <u>General Manager Certification Additional Attendee Fee</u>	<u>Currently, \$2,250.</u> <u>Currently, \$1,400.</u>	<u>When we invoice you before training.</u> <u>When we invoice you before training.</u>	<u>Your initial general manager must attend our Hospitality Management Program within 90 days of your Opening Date.³</u> <u>If you are an owner and would like to accompany your general manager to the Hospitality Management Program, the tuition is in addition to your general manager's tuition.</u>
<u>Onsite Opening Training</u>	<u>0–50 rooms / 1 day training \$750</u> <u>51–200 rooms / Up to 3 days training \$2,250</u> <u>200+ rooms / Up to 5 days training \$3,750</u>	<u>When we invoice you.</u>	<u>This training is mandatory for new construction and conversion Facilities. You are responsible for cost of travel and lodging for facilitators. This fee is subject to increase in the future. (See Item 11)</u>
<u>New Owner Orientation</u>	<u>Currently, \$2,000.</u>	<u>When we invoice you.</u>	<u>This training is geared towards owners who have not previously owned a Chain Facility or a Lodging Affiliate Chain Facility. This training is currently optional. No additional facilitator travel and lodging expenses. The fee is subject to increase in the future. (See Item 11)</u>
<u>Remedial Training</u>	<u>Online: \$250.</u> <u>Onsite: \$750 to \$1,250.</u>	<u>When we invoice you.</u>	<u>We may require you, the general manager and/or a staff member to participate in a remedial customer experience assessment or training. (See Item 11) These fees are subject to increase in the future.</u>

<u>Product Quality Training</u>	<u>Onsite: \$1,500 for 1 day; up to \$3,000 for 2 to 5 days; and up to \$5,000 for 6 to 10 days.</u>	<u>When we invoice you.</u>	<u>For additional and/or repeated instances of cleanliness or service failures, we reserve the right to require additional training. Fees are subject to change. You are responsible for cost of travel and lodging for facilitators.</u>
<u>Continuing Education</u>	<u>Currently, \$35 per room per year.</u>	<u>When we invoice you.</u>	<u>You must pay for access to our Continuing Education training material. It includes training support and materials provided to all Facility team members. It includes regional workshops, service culture support materials and access to Wyndham University. This fee is subject to increase in the future.</u>
<u>Conference Fee</u>	<u>Currently \$1,250 - \$1,500.</u>	<u>Before Conference.</u>	<u>The System Conference fee is currently \$1,500 for the first attendee, which will be automatically billed to you and \$1,250 for each additional attendee. Our only current meeting requirement is that your General Manager attends our Conference. The Conference may be held as part of a multi-brand conference with other Lodging Affiliates.</u>
<u>Sales, Marketing and Distribution Programs</u>			
Reservation System Fee	(a) brand.com bookings: \$3.50; (b) Voice reservations : \$15.00 per reservation (resorts); \$12.90 per reservation (hotels);	When we invoice you.	(a) Based on those reservations booked on brand.com. (b) Voice reservations fees based on reservations booked directly through the consumer toll-free reservation number. Reservation System Fees are subject to modification to reflect changes in third party fees and our cost (including overhead) of providing the service, and new service offerings.

GDS Fees	\$7.75 per reservation.	When we invoice you.	GDS Fees are based on reservations booked through the Global Distribution Systems (“GDS”) administered by third- party vendors. Subject to modification to reflect changes in third party fees and our cost (including overhead) of providing the service and new service offerings
~~Internet Booking Fees~~	~~\$2.25 per reservation.~~	~~When we invoice you.~~	~~Internet Booking Fees are based on reservations booked through an alternate distribution system. Subject to modification to reflect changes in third party fees and our cost (including overhead) of providing the service, and new service offerings.~~
Third Party Channel Fee	\$2.25 per reservation.	When we invoice you.	Based on those reservations booked with our distribution partners and processed directly or indirectly through our distribution platform. Subject to modification as existing reservation channels are modified, partners are added to existing channels or new reservation channels are established
~~Signature-Reservation-Services Fee~~	~~Currently, 3.5% of the amount of GRR booked with a maximum of \$6.00 per booking.~~	~~When we invoice you.~~	~~You must participate in the Signature-Reservation-Services (“SRS”) program, where our agents book reservations on behalf of the Hotel.~~
~~Wyndham-Referral-Rewards-Program~~	~~10% of commissionable revenue.~~	~~When we invoice you.~~	~~When the referring party is a System-Hotel or facility of an affiliate, 7% of the referral commission paid to the referring facility; when the referring party is an employee of our parent company or its predecessor, 6% of the referral commission paid to the employee. The remaining 3% and 4%, as applicable, is distributed to our Global Sales-Organization to offset its administrative and overhead costs for supporting the Wyndham Referral Rewards Program.~~
~~Opening-Date-Extension Fee~~	~~\$10,000.~~	~~Within 10 days of the Opening-Date.~~	~~Payable any time we agree to extend your opening deadlines beyond those dates established in Schedule D of the Franchise Agreement.~~
~~Relicense Fee~~	~~Same formula as then-current Application Fee and-Initial Franchise Fee.~~	~~When transferee- or renewing- party signs new- Franchise- Agreement.~~	~~See Item 5~~

Conference Fee	Currently \$1,250—\$1,500.	Before Conference.	The System Conference fee is currently \$1,500 for the first attendee, which will be automatically billed to you and \$1,250 for each additional attendee. Our only current meeting requirement is that your General Manager attends our Conference. The Conference may be held as part of a multi-brand conference with other Lodging Affiliates.
Loyalty Program Fees ³	5% of all amounts on which members earn points or other program currency.	Payable after a member is awarded points at the Hotel and upon receipt of our invoice.	Loyalty Program Fees fund the costs associated with operation, customer support, technology and marketing of the Wyndham Rewards guest loyalty programs.
Retraining Fee	Up to \$400 per month.	Retraining and Member Services Administration Fees are payable upon receipt of our invoice.	If you do not achieve the required number of Wyndham Rewards Valid Enrollments over a certain period, in accordance with the Front Desk Guide, you must pay us a Retraining Fee.
Loyalty Member Services Administration Fee	Currently \$50 per complaint.		We will charge you this fee if you do not process a member's points in a timely manner and we resolve the issue with the member.
Condemnation Payments ⁴	Royalties and Marketing and Global Sales Fees for one year after notice of Condemnation or to the date of Condemnation, whichever is longer.	30 days after System Hotel condemnation is completed.	You must give one year's notice of termination for condemnation. Fee payments continue until the System Hotel is actually taken by public authority.
Continuing Education	Currently, \$35 per room per year.	When we invoice you.	You must pay for access to our Continuing Education training material. It includes training support and materials provided to all Hotel team members. It includes regional workshops, service culture support materials and access to Wyndham University. This fee is subject to increase in the future. This fee also includes General Manager Certification tuition for one replacement General Manager, per year.
General Manager Certification	Currently \$2,000.	When we invoice you before training.	Your initial general manager must attend our Hospitality Management Program within 90 days of your Opening Date. ⁵
Additional Attendee Fee	Currently \$1,400.		If you are an owner and would like to accompany your general manager to the Hospitality Management Program, the tuition is in addition to your general

			~~manager's tuition.~~
Remedial Training	~~Online: \$250. Onsite: \$750 to \$1,250.~~	~~When we invoice you.~~	~~We may require you, the general manager and/or a staff member to participate in a remedial customer experience assessment or training. (See Item 11) These fees are subject to increase in the future.~~
Product Quality Training	~~Onsite: \$1,500 for 1 day; up to \$3,000 for 2 to 5 days; and up to \$5,000 for 6 to 10 days.~~	~~When we invoice you.~~	~~For additional and/or repeated instances of cleanliness or service failures, we reserve the right to require additional training. Fees are subject to change. You are responsible for cost of travel and lodging for facilitators.~~
Expansion Fee	~~Then current Initial Franchise Fee per room times the number of rooms proposed to be added.~~	~~With request for expansion.~~	~~The franchise is only for the number of guest rooms specified in the Franchise Agreement. If you wish to expand, we must approve the expansion and you must pay an additional fee. We will refund the fee (minus a processing charge) only if we do not approve your request.~~
Paper Check Fee	~~\$160 processing fee per each occurrence.~~	~~When we invoice you.~~	~~See footnote 1 below.~~
Indemnification	~~Will vary under circumstances but likely to include cost of defending and resolving indemnified claims.~~	~~On demand.~~	~~You must indemnify us and our Affiliates when certain of your actions result in losses to us or them.~~
Audit Costs	~~Costs and expenses of audit.~~	~~When we invoice you.~~	~~If understated amount is 3% or more of total amount owed during a 6 month period.~~
Taxes	~~Amount assessed by federal, state and local tax authorities.~~	~~When we invoice you.~~	~~You must pay an amount equal to any sales tax, gross receipts tax or similar tax imposed with respect to any payments required under the Franchise Agreement, unless the tax is credited against income tax otherwise payable by us. You shall have no obligation for any tax which is based upon the net income of us.~~
Property Improvement Plan Preparation Fee	~~Currently, \$1,500 per request.~~	~~When we invoice you.~~	~~This fee is charged if we have to prepare any Property Improvement Plan for the Hotel, post opening.~~
Interest	~~Lesser of 1.5% per month or the maximum rate permitted by law.~~	~~When we invoice you.~~	~~Payable on any amount of Recurring Fees not paid by due date.~~
Enforcement Costs	~~Will vary.~~	~~As incurred.~~	~~You must pay our enforcement costs (including reasonable attorneys' fees) if you do not comply with the Franchise Agreement.~~

<u>Internet Booking Fees</u>	<u>\$2.25 per reservation.</u>	<u>When we invoice you.</u>	<u>Internet Booking Fees are based on reservations booked through an alternate distribution system. Subject to modification to reflect changes in third party fees and our cost (including overhead) of providing the service, and new service offerings.</u>
Agency Commissions <u>Agency Commission</u> Service Charge <u>Member Benefits Commissions</u>	Up to 20% of GRR. 1.5% of commissionable revenue. <u>Up to 10% of GRR.</u>	When we or an ~~agency~~<u>Agency</u> invoice you. <u>When we or an Agency invoice you.</u> <u>When we invoice you.</u>	Reimburses us for Agency Commissions we pay on your behalf plus related administrative costs. Includes commissions for travel agents, on-line travel and referral websites, travel consortia, travel management companies and global sales agents. 20% <u>limit</u> is generated on qualifying consumed reservations and subject to modification to reflect changes in the commissions we pay ~~these agencies~~ on your behalf. The standard Service Charge is 1.5% on certain group sales and commission activities booked and consumed by agencies. ~~Reimburses us for administrative and overhead costs.~~ Subject to modification to reflect changes in our costs. <u>Based on reservations booked and consumed through our Member Benefits Program.</u>
Member Benefits ~~Commissions~~ <u>Commission</u> Service Charge	~~Up to 10% of GRR.~~ 1.5% of commissionable revenue.	When we invoice you.	~~Based on reservations booked and consumed through our Member Benefits Program.~~ The standard Service Charge is 1.5% on certain group sales and commission <u>activities</u> booked and consumed ~~by Member Benefits~~<u>through member benefits</u> programs. Subject to modification to reflect changes in our costs.



Digital Pay-For-Performance ("PFP") Commission	Up to 10% of GRR.	When we invoice you.	The PFP commission is currently 7% but can be up to 10%. All ~~System Hotels~~ Chain Facilities must participate in the self-funding PFP program, under which franchisees are charged a commission for consumed reservations booked via (i) links to the System websites or ~~(iii)~~ (ii) unique call center numbers generated from search engines, local business review and social websites, other internet websites, mobile sites and applications. These commissions are used to purchase the key words, business listings and display ads that drive consumers to the System website and call center. The PFP commission is in addition to all other applicable fees associated with the reservation.
~~Quality Assurance Inspection Fees~~	~~Currently, \$1,400 for initial inspection.~~ ~~Currently, \$2,100 per re-inspection.~~	~~When we invoice you.~~	~~This fee must be paid for each inspection that is conducted. Franchisee must also provide complimentary lodging to the inspector(s) if rooms are available.~~
~~Customer Care Fee~~ Wyndham Referral Rewards Program	~~\$195 plus resolution costs.~~ 10% of commissionable revenue.	When we invoice you.	~~Currently the Customer Care Fee is \$195 plus resolution costs if you do not respond to a guest's complaint and resolve it within 3 business days after we notify you, and if we become aware of complaints posted on third-party travel websites, distribution channels, blogs, social networks and other forums to which you don't respond. We can modify the Customer Care Program from time to time including its operation and fees.~~ When the referring party is a Chain Facility or facility of an affiliate, 7% of the referral commission paid to the referring facility; when the referring party is an employee of our parent company or its predecessor, 6% of the referral commission paid to the employee. The remaining 3% and 4%, as applicable, is distributed to our Global Sales Organization to offset its administrative and overhead costs for supporting the Wyndham Referral Rewards Program.

Best Rate-Guarantee-ProcessingGlobal Translation Fee	Currently, \$ ~~60~~ 200 per transaction language.	When we invoice you.	You must pay the Best Rate Guarantee Processing Fee if a guest finds a lower publicly available rate on the Internet than you have provided to us, for the same date at your Hotel. Your property's website will be translated in both English and Spanish. If you wish to have another translation, you will pay a fee for each additional language.
Platinum-Revenue-ManagementSignature Reservation Services Fee	Currently, 0-60 rooms \$595 per month; 61-100 rooms \$750 per month; and for facilities with 101-199 Rooms \$1,150 per month. Currently, 3.5% of the amount of GRR booked with a maximum of \$7.00 per booking for DCT or \$2.95 per call transferred for PCT.	As indicated on the When we invoice or, if not indicated, 15 days after receipt you.	Platinum Revenue Management is a bi-weekly service. Your Hotel will be assessed to determine the most suitable Revenue Management Services based on a variety of factors including market, room count and occupancy rate. (See Item 11) We offer two models of service, Digital Call Transfer (DCT) and Property Call Transfer (PCT). You must participate in the Signature Reservation Services ("SRS") program, where our agents book reservation on behalf of your Facility.
Short Term Revenue Management Service	Currently, \$3,000 for 90 consecutive days of service.	When we invoice you.	Short Term Revenue Management is a 90 day service. This service will compile relevant commercial information, align PMS and CRS systems, and assist with distribution and annual selling strategy.
Gold Revenue Management Fees Services	Currently, \$4.20 per room per month, with a minimum of \$504 and a maximum of \$5,000 per month.	As indicated on the invoice or, if not indicated, within 15 days after receipt of invoice.	Gold Revenue Management is a monthly service. Your Hotel Facility will be assessed to determine the most suitable Revenue Management Services based on a variety of factors including market, room count and occupancy rate. (See Item 11)
Platinum Revenue Management Services	Currently, 0-60 rooms \$595 per month; 61-100 rooms \$750 per month; 101-145 Rooms \$795 per month, and 146+ Rooms \$1,195 per month.	As indicated on the invoice or, if not indicated, 15 days after receipt.	Platinum Revenue Management is a bi-weekly service. Your Facility will be assessed to determine the most suitable Revenue Management Services based on a variety of factors including market, room count and occupancy rate. (See Item 11)
Diamond Revenue Management Services Fee	Currently, 0- ~~60~~ 145 rooms \$ ~~1,200~~ 1,300 per month; ~~61-100 rooms \$1,500 per month~~ ; 101-146- 199 rooms \$ ~~2,400~~ 1,900 per month; and for facilities with over 200- ~~500 Rooms \$2,900~~	As indicated on the invoice or, if not indicated, 15 days after receipt.	Diamond Revenue Management is a weekly service. Your Hotel Facility will be assessed to determine the most suitable Revenue Management Services based on a variety of factors including market, room count and occupancy rate. If your Hotel has over

	<u>\$2,400</u> per month.		~~200 rooms, you will be required to participate in this weekly service for the term of your Franchise Agreement. (See Item 11)~~
Short Term Revenue Management Service	Currently, \$3,000 for 90 consecutive days of service.	When we invoice you.	Short Term Revenue Management is a 90-day service. This service will compile relevant commercial information, align PMS and CRS systems, and assist with distribution and annual selling strategy.
STR Report Fee	\$750 per year.	When we invoice you	The annual subscription includes weekly and monthly reports from Smith Travel Research.
Brand Offer Pages	\$2,500 per year.	When we invoice you.	We will offer to you, on an optional basis, a service to create and maintain dynamic offer pages on brand.com. A single offer page will be created that lists all local and national offers. These offers can be changed on a monthly basis. The fee for this service is \$2,500 per year.
Reconnection Fee	Currently, \$4,000.	When we invoice you.	You must pay this fee to re-establish SynXis CR reservation service if we suspend the service because of your default under your Franchise Agreement or for any reason.
De-Identification Fee ⁵	\$2,000 per day.	Upon demand.	If, following termination of your franchise, you fail to comply with the de-identification obligations under your Franchise Agreement and our procedures.
Liquidated Damages	Greater of \$3,000 per guest room or monthly average Royalty Fees and Marketing and Global Sales Fees (computed over the prior 12 months or such shorter period that has elapsed since the Opening Date) multiplied by 36. If the remaining term of the Franchise Agreement at the time of default is less than 36 months, the lesser time period is used to calculate liquidated damages.	On demand.	Room count is based on rooms we authorize you to open, regardless of any room reductions. If the Franchise Agreement is terminated for any reason other than our default, you must pay us liquidated damages, in addition to any other remedies we have under the Franchise Agreement. For pre-opening termination, liquidated damages are equal to \$1,500 per guest room, prior to any room reductions, in the Hotel.

<u>PIP Reinspection Fee</u>	<u>Currently, \$2,500.</u>	<u>When we invoice you.</u>	<u>If you fail your initial PIP inspection, you will be charged \$2,500. When we return to the Hotel for a reinspection, if you have completed the PIP, we will credit you the difference of \$400 between the PIP Reinspection Fee and the standard \$2100 Reinspection Fee (as described below). If you have not completed the PIP at the time of your reinspection, you will be charged the standard Reinspection Fee in addition to the PIP Reinspection Fee already charged.</u>
<u>STR Report Fee</u>	<u>\$750 per year.</u>	<u>When we invoice you</u>	<u>The annual subscription includes weekly and monthly reports from Smith Travel Research.</u>
<u>Guest Loyalty and Satisfaction Fees</u>			
<u>Loyalty Program Fees</u> ⁴ <u>Loyalty Retraining Fee</u> <u>Loyalty Member Services Administration Fee</u>	<u>5% of all amounts on which members earn points or other program currency.</u> <u>Up to \$400 per month.</u> <u>Currently, \$50 per complaint.</u>	<u>Payable after a member is awarded points at the Facility and upon receipt of our invoice.</u> <u>Payable upon receipt of our invoice</u> <u>Payable upon receipt of our invoice.</u>	<u>Loyalty Program Fees fund the costs associated with operation, customer support, technology and marketing of the Wyndham Rewards guest loyalty programs.</u> <u>If you do not achieve the required number of Wyndham Rewards Valid Enrollments over a certain period, in accordance with the Front Desk Guide, you must pay us a Retraining Fee.</u> <u>You must pay this fee if you do not process a member's points in a timely manner and we resolve the issue with the member.</u>
<u>Customer Care Fee</u>	<u>\$195 plus resolution costs.</u>	<u>When we invoice you.</u>	<u>The Customer Care Fee is currently \$195 plus resolution costs if you do not respond to a guest's complaint and resolve it within 3 business days after we notify you, and if we become aware of complaints posted on third-party travel websites, distribution channels, blogs, social networks and other forums to which you do not respond. We can modify the Customer Care Program from time to time including its operation and fees.</u>

<u>Best Rate Guarantee Processing Fee</u>	<u>Currently \$195 per instance.</u>	<u>When we invoice you.</u>	<u>You must pay us the Best Rate Guarantee Processing Fee if we, or a guest, finds a lower publicly available rate on the Internet than you have provided to us, for the same date at your Facility. We reserve the right to monitor your rates, and continued non-compliance may also result in suspension from certain Marketing programs.</u>
<u>Property Management and Technology</u>			
OPERA PMS: SaaS Subscription Model - Set-Up and Implementation Fee	Currently, \$23,075, plus \$450/Interface, \$5,000 EMV Interface, and \$3,150/OXI Interface.	Due at least 30 days before the Opening Date.	This fee is for ~~Hotels~~ <u>Facility's</u> using an OPERA PMS: SaaS Subscription Model.
OPERA Support/HTCS and CRISP Service Fee - OPERA PMS: SaaS Subscription Model	\$297 - \$687 per month.	When we invoice you.	This fee is only if you choose the OPERA PMS: SaaS Subscription Model.
Preventative Maintenance Software	Currently, up to \$1,500 per year.	When we invoice you.	If you require assistance tracking your preventative maintenance needs, as measured by your ~~Hotel~~<u>Facility</u> (i) scoring 80% or lower (or its then equivalent) on a quality assurance inspection or (ii) receiving an average Medallia overall score for the preceding 12 month period less than ~~6.0~~ <u>6.0</u> (or its then equivalent), we will require you to subscribe to a preventative maintenance software service, including a mobile application, provided by a third party to help you manage your housekeeping and maintenance processes. We may offer as an option or, in the future, mandate a software service program and provider.

<u>Wyndham WiFi Hotel Connectivity Support (HCS) Fee</u>	<u>Currently, \$0.85 per room per month.</u>	<u>Monthly, when we invoice you.</u>	<u>If you choose to install Wyndham WiFi, you will pay the HCS fee to us. Equipment and installation of the WiFi solution is contracted and paid to a designated third party vendor.</u>
<u>Remedies, Non-Compliance and Other</u>			
<u>Custom Interior Design Review Fee</u>	<u>Currently, \$6,000.</u>	<u>When we invoice you.</u>	<u>If you choose to purchase certain design elements from a supplier other than an Approved Supplier, we may assess you a Custom Interior Design Review Fee for our review of custom interior design drawings and one site visit. You must submit to us design drawings to ensure compliance with our interior design standards.</u>
<u>Opening Date Extension Fee</u>	<u>\$10,000.</u>	<u>Within 10 days of the Opening Date.</u>	<u>Payable any time we agree to extend your opening deadlines beyond those dates established in Schedule D of the Franchise Agreement.</u>
<u>Interest</u>	<u>Lesser of 1.5% per month or the maximum rate permitted by law.</u>	<u>When we invoice you.</u>	<u>Payable on any amount of Recurring Fees not paid by due date.</u>
<u>Returned Check Fee</u>	<u>Currently, \$100 for each occurrence.</u>	<u>When we incur or demand costs.</u>	<u>Includes checks you submit to us that are dishonored by your bank or other financial institution.</u>
<u>Paper Check Fee</u>	<u>\$160 processing fee per each occurrence.</u>	<u>When we invoice you.</u>	<u>See footnote 1 below.</u>
<u>Reconnection Fee</u>	<u>Currently, \$4,000.</u>	<u>When we invoice you.</u>	<u>You must pay this fee to re-establish SynXis CR reservation service if we suspend the service because of your default under your Franchise Agreement or for any reason.</u>
<u>Audit Costs</u>	<u>Costs and expenses of audit.</u>	<u>When we invoice you.</u>	<u>If understated amount is 3% or more of total amount owed during a 6 month period.</u>
<u>Quality Assurance Inspection Fees</u>	<u>Currently, \$1,400 for initial inspection.</u> <u>Currently, \$2,100 per re-inspection.</u>	<u>When we invoice you.</u>	<u>This fee must be paid for each inspection that is conducted. Franchisee must also provide complimentary lodging to the inspector(s) if rooms are available.</u>

<u>PIP Reinspection Fee</u>	<u>Currently, \$2,500.</u>	<u>When we invoice you.</u>	<u>If you fail your initial PIP inspection, you will be charged \$2,500. When we return to the Facility for a reinspection, if you have completed the PIP, we will credit you the difference of \$400 between the PIP Reinspection Fee and the standard \$2,100 Reinspection Fee (as described below). If you have not completed the PIP at the time of your reinspection, you will be charged the standard Reinspection Fee in addition to the PIP Reinspection Fee already charged.</u>
<u>Three Party Agreement / Comfort Letter Fee</u>	<u>Currently, \$1,000 per request.</u>	<u>When we invoice you.</u>	<u>Charged for each Three Party Agreement / Comfort Letter request.</u>
<u>Indemnification</u>	<u>Will vary under circumstances but likely to include cost of defending and resolving indemnified claims.</u>	<u>On demand.</u>	<u>You must indemnify us and our Affiliates when certain of your actions result in losses to us or them.</u>
<u>Condemnation Payments ⁵</u>	<u>Royalties and Marketing and Global Sales Fees for one year after notice of Condemnation or to the date of Condemnation, whichever is longer.</u>	<u>30 days after Chain Facility condemnation is completed.</u>	<u>You must give one year's notice of termination for condemnation. Fee payments continue until the Chain Facility is actually taken by public authority.</u>
<u>Liquidated Damages</u>	<u>Greater of \$3,000 per guest room or the average monthly Royalty Fees and Marketing and Global Sales Fees computed over the prior 12 months, multiplied by 36.</u>	<u>On demand.</u>	<u>Room count is based on rooms we authorize you to open, regardless of any room reductions. For pre-opening termination, reduced to one-half of formula amount. If the Facility has been open for fewer than 12 months, then the amount will be the average monthly Royalty Fees and Marketing and Global Sales Fees since the Opening Date, multiplied by 36. Payable for termination under causes specified in the Franchise Agreement.</u>
<u>De-Identification Fee ⁶</u>	<u>\$2,000 per day.</u>	<u>Upon demand.</u>	<u>If, following termination of your franchise, you fail to comply with the de-identification obligations under your Franchise Agreement and our procedures.</u>

<u>Enforcement Costs</u>	<u>Will vary.</u>	<u>As incurred.</u>	<u>You must pay our enforcement costs (including reasonable attorneys' fees) if you do not comply with the Franchise Agreement.</u>

³ ~~We have the right to require all System Hotels to participate in the Wyndham Rewards® guest loyalty program which is operated by our affiliate Wyndham Rewards, Inc. Under the Wyndham Rewards program, members can earn Wyndham Rewards points or Travel Partner Currency based on amounts spent at participating System Hotels as well as at participating Lodging Affiliate hotels or select affiliated properties, through purchases from non-affiliated merchants and service providers, or by making purchases with a Wyndham Rewards co-branded credit card. Members can redeem their Wyndham Rewards points for free or discounted night stays at System Hotels and Lodging Affiliate hotels, or select affiliated properties, for airline tickets, shopping and dining gift cards, merchandise and other rewards. Membership in Wyndham Rewards is free. We will offer callers to our toll-free reservation center and visitors to our consumer website the option to join Wyndham Rewards. You must also offer to enroll guests at your front desk, and are subject to an enrollment quota which Wyndham Rewards, Inc. may change, from time to time, for System Hotels. All franchisees will be assessed Loyalty Program Fees, as applicable, on Wyndham Rewards member stays at their Hotel. Stays for which members earn Wyndham Rewards points are defined in the Front Desk Guide, as may be amended. Certain member stays may not qualify for Wyndham Rewards point earnings. We will proactively match and award points to members even if they fail to present their membership number before check-out. We will reimburse you for free or certain discounted night stays at your Hotel under a formula which is listed in the Front Desk Guide, which may be amended. Wyndham Rewards, Inc. has reserved the right to modify, alter, delete or add new terms or conditions, procedures, point values, redemption levels or rewards for the Wyndham Rewards program upon thirty (30) days' notice. Wyndham Rewards, Inc. may terminate the program at any time upon six months' prior notice. Depending on the circumstances, we may charge you a No-Show Fee of between 50% and 100% of the cost of the training that you or your personnel miss.~~

ITEM 7. INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT WYNDHAM - NEW CONSTRUCTION - 301 ROOMS					
(1) Type of expend iture	(2) Amount		(3) Method of payment	(4) When due	(5) To whom payment is to be made
	Lowest	Highest			

Application Fee, Initial Franchise Fee ¹	\$150,500	\$150,500	Lump sum	10,000: upon submission of completed application; balance of Initial Franchise Fee: Upon signing Franchise Agreement	Us
Market Study ²	\$12,000	\$50,000	As arranged	As arranged	Consultant
Phase I Environmental Survey ³	\$4,000	\$7,500	As arranged	As arranged	Consultant
Architecture, Design and Engineering ⁴	\$1,150,716	\$2,495,175	As arranged	As arranged	Architects, Engineers, Interior Designers, Consultants
Land Acquisition ⁵	Highly variable; not estimated				
Insurance ⁶	~~\$40,000~~ \$35,000	~~\$51,000~~ \$55,000	As arranged	Before opening	Insurance Agent
Permits, Licenses, Deposits and Related Fees ⁷	\$419,000	\$1,200,000	Lump sum	As arranged	Government Agencies, Utility Companies
Hotel Construction ⁸	~~\$30,867,200~~ \$31,793,216	~~\$51,663,976~~ \$53,123,895	As arranged	As arranged	Independent Contractors
Furniture, Fixtures and Equipment ⁹	~~\$4,905,297~~ \$4,638,781	~~\$5,249,667~~ \$4,835,825	Vendors and Suppliers: As arranged	Vendors and Suppliers: As arranged	Vendors, Suppliers
Signage	\$45,000	\$150,000	As arranged	As arranged	Vendors, Suppliers
Opening Inventory and Supplies ¹⁰	~~\$821,449~~ \$813,579	~~\$945,921~~ \$935,961	Vendors and Suppliers: As arranged	Vendors and Suppliers: As arranged	Vendors, Suppliers
Photos ¹¹	\$3,560	\$3,560	As arranged	Before Opening	Us, Wyndham Hotel Group
Liquor License ¹²	\$2,000	\$400,000	As arranged	As arranged	Government Agency or Previous License Holder
Technology Systems ¹³	\$199,047	\$201,047	As arranged	As arranged	Vendors, Suppliers

YOUR ESTIMATED INITIAL INVESTMENT WYNDHAM - NEW CONSTRUCTION - 301 ROOMS					
					<u>Holder</u>
<u>Technology Systems</u> ¹³	<u>\$199,047</u>	<u>\$201,047</u>	<u>As arranged</u>	<u>As arranged</u>	<u>Vendors, Suppliers</u>
Property Management Set-Up and Installation ¹⁴	\$23,075	\$23,075	As arranged	Before Opening	Us, Wyndham Hotel Group,
Training Tuition ¹⁵	~~\$2,000~~ <u>\$2,950</u>	~~\$3,400~~ <u>\$2,400</u>	As Incurred	Before Opening	Us, Wyndham Hotel Group
Training Expense ¹⁶	~~\$770~~ <u>\$1,294</u>	~~\$5,100~~ <u>\$7,092</u>	As Incurred	As Incurred	Hotel, Restaurants, Airlines, Car Rental Agency, Travel providers
Pre-Opening Marketing/ Grand Opening	\$50,000	\$450,000	As arranged	As arranged	Advertising Agencies, Media, Printers, Photographers, Other Vendors
Pre-Opening Wages	\$501,466	\$1,002,932	Payroll Checks	Weekly	Employees
Other Expenses ¹⁷	\$100,000	\$200,000	As incurred	As arranged	Vendors, Suppliers
Construction Contingency ¹⁸	~~\$1,543,360~~ <u>\$1,589,661</u>	~~\$2,583,199~~ <u>\$2,656,195</u>	As incurred	As arranged	Independent Contractors
Additional Funds for First 3 Months of Operation ¹⁹	~~\$577,941~~ <u>\$577,735</u>	~~\$1,232,357~~ <u>\$1,231,740</u>	As incurred	As arranged	Employees, Vendors, Suppliers
Total Estimated Initial Investment ²⁰	~~\$41,418,381~~ <u>\$42,112,580</u>	~~\$68,068,409~~ <u>\$69,188,897</u>	This table does not include the cost of purchasing or leasing real estate.		
Cost Per Room	~~\$137,603~~ <u>\$139,909</u>	~~\$226,141~~ <u>\$229,863</u>			

The table provides an estimate of the initial investment required to construct a 301 room Wyndham ~~Hotel~~ hotel. The table excludes the cost of land. The figures for “hard costs,” such as ~~Hotel~~ hotel construction and improvements, furniture, fixtures and equipment, and signage, are based on hotel industry sources and our experience and the experience of our franchisees. Your actual expenditures for a ~~System Hotel~~ Chain Facility may fall outside of the ranges presented. Your expenditures will depend upon many variables such as region of the country, labor costs,

economic conditions and timetable for completing the project.

Footnotes:

~~² We do not provide assistance in site selection. However, we do require that you obtain a market feasibility study by an independent third party consultant if you will be constructing a new System Hotel. We reserve the right to obtain, or to require you to obtain at your expense, as a condition for receiving our approval of the site, a positive market feasibility study prepared by a nationally prominent independent accounting or consulting firm we approve.¹ See Item 5 for the amount of each fee. All fees are non-refundable, but we will refund your Application Fee if your application is not accepted due to proximity of the proposed sites to another Chain Facility. We may defer payment of the Initial Franchise Fee. See Item 10.~~

the applicable local authorities to determine if impact fees are assessed and, if so, how they are calculated and the amount to be charged to your Facility. The item also excludes financing costs, which may vary widely based on factors like the type of loan, the size and location of the Facility and your creditworthiness. Building construction costs vary greatly from region to region depending upon material, labor costs, union or non-union practices and other variables.

¹⁶

¹⁵ The low end of the range presumes that only your general manager will attend our Hospitality Management Program and that he/she will drive to the program. The low end estimate includes minimal travel costs, mid-level lodging and meal expenses training. It also presumes your facility qualifies for one day of mandatory Opening Training. The high end of the range presumes that you or one of your representatives will also attend ~~the Hospitality Management Program~~ training ~~and will incur significant airfare, car rental, lodging and meal expenses.~~ Tuition for your general manager and, if applicable, additional representative is not included in. The high end also presumes your facility qualifies for five days of mandatory Opening Training Expenses.

~~¹⁷ This item includes miscellaneous pre-opening expenses such as postage, office supplies, recruitment costs, travel and entertainment, dues and subscriptions, and equipment rental expenses, and your owner chooses to attend the optional New Owner Orientation.~~

YOUR ESTIMATED INITIAL INVESTMENT WYNDHAM - CONVERSION - 301 ROOMS				
(1) Type of expend iture	(2) Amount		(3) Method of payment	(4) When due
	Lowest	Highest		
				(5) To whom payment is to be made

Application Fee, Initial Franchise Fee ¹	\$150,500	\$150,500	Lump sum	\$10,000 upon submission of completed application; balance of Initial Franchise Fee: Upon signing Franchise Agreement	Us
Market Study ²	\$15,000	\$25,000	As arranged	As arranged	Consultant
Architectural, Design and Engineering ³	\$0	~~\$2,546,160~~ <u>\$2,746,100</u>	As arranged	As arranged	Architect, Engineers, Interior Designers, Consultants
Insurance ⁴	~~\$40,000~~ <u>\$35,000</u>	~~\$51,000~~ <u>\$55,000</u>	As arranged	Before opening	Insurance Agent
Permits, Licenses, Deposits and Related Fees ⁵	\$0	\$140,000	Lump sum	As arranged	Government Agencies, Utility Companies
Hotel Renovation ⁶	\$0	~~\$16,350,797~~ <u>\$17,167,800</u>	As arranged	As arranged	Independent Contractors
Furniture, Fixtures and Equipment ⁷	~~\$567,893~~ <u>\$499,025</u>	~~\$5,249,667~~ <u>\$4,835,825</u>	Vendors and Suppliers: As arranged	Vendors and Suppliers as arranged	Vendors, Suppliers
Signage	\$50,000	\$150,000	As arranged	As arranged	Vendors, Suppliers
Opening Inventory and Supplies ⁸	~~\$27,548~~ <u>\$27,106</u>	~~\$945,921~~ <u>\$935,961</u>	Vendors and Suppliers: As arranged	Vendors and Suppliers as arranged	Vendors, Suppliers
Photos ⁹	\$3,560	\$3,560	As Incurred	Before Opening	Us, Wyndham Hotel Group
PIP Fee ¹⁰	\$2,500	\$2,500	As Incurred	Before Opening	Us, Wyndham Hotel Group
Liquor License ¹¹	\$2,000	\$400,000	As arranged	As arranged	Government Agency or Previous License Holder
Technology Systems ¹²	\$0	\$201,047	As arranged	As arranged	Vendors, Suppliers
<u>YOUR ESTIMATED INITIAL INVESTMENT</u> <u>WYNDHAM - CONVERSION - 301 ROOMS</u>					
Property Management Set-Up and Installation ¹³	\$23,075	\$23,075	As arranged	Before Opening	Us, Wyndham Hotel Group

Training Tuition ¹⁴	~~\$2,000~~ <u>\$2,950</u>	~~\$3,400~~ <u>\$9,400</u>	As Incurred	Before Opening	Us, Wyndham Hotel Group
Training Expense ¹⁵	~~\$770~~ <u>\$1,294</u>	~~\$5,100~~ <u>\$7,092</u>	As Incurred	Before Opening	Hotel, Restaurants, <u>Airlines,</u> <u>Car Rental Agency</u>
YOUR ESTIMATED INITIAL INVESTMENT WYNDHAM – CONVERSION – 301 ROOMS					
					~~Airlines, — Car Rental Agency~~
Conversion Related Marketing/Grand Opening	\$50,000	\$450,000	As arranged	As arranged	Advertising Agencies, Media, Printers, Photographers, Other Vendors
Conversion Contingency ¹⁶	\$0	~~\$817,540~~ <u>\$858,390</u>	As incurred	As arranged	Independent Contractors
Additional Funds for First 3 Months of Operation ¹⁷	~~\$577,941~~ <u>\$577,735</u>	~~\$1,232,357~~ <u>\$1,231,740</u>	As incurred	As arranged	Employees, Vendors, Suppliers
Total Estimated Initial Investment ¹⁸	~~\$1,512,787~~ <u>\$1,439,745</u>	~~\$28,747,624~~ <u>\$29,392,990</u>	This table does not include the cost of purchasing or leasing real estate.		
Cost Per Room	~~\$5,026~~ <u>\$4,783</u>	~~\$95,507~~ <u>\$97,651</u>			

The table provides an estimate of the initial investment required to renovate a 301 room Wyndham ~~Hotel~~hotel. The estimate presumes that you already own the ~~Hotel~~Facility. The figures for “hard costs,” such as ~~Hotel~~hotel construction and improvements, furniture, fixtures and equipment, and signage, are based on hotel industry sources and our experience and the experience of our franchisees. Your actual expenditures for a ~~System Hotel~~Chain Facility may fall outside of the ranges presented. Your expenditures will depend upon many variables such as region of the country, labor costs, economic conditions and timetable for completing the project.

Footnotes:

~~for a hotel with 4 stories or less (total \$10 million), and for a hotel with 5 stories or more \$14 million excess liability (total of \$15 million), plus other required coverage. Insurance requirements are subject to change on a System-wide basis. This does not include your costs for property and casualty insurance, workers’ compensation, employer’s liability, disability and other insurance benefits for your employees.~~

~~⁵This item includes on the high end costs for permit~~design costs, fees for other consultants involved in the Chain Facility’s renovation, ~~utility deposits, business licenses and other startup requirements~~design costs. The low end of the range presumes that the ~~System Hotel will~~Facility is in excellent condition and does not ~~have need~~ any ~~of these startup costs.~~

¹⁰—~~This is the fee for the required photo package for your Hotel.~~

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

~~Except as disclosed below, you are not required to purchase or lease products or services 1) from us or our affiliates, 2) from suppliers approved by us, or 3) under our specifications. We may derive commissions or other revenue as a result of these purchases and leases.~~

Standards and Specifications

~~To assure consistency among System Hotels, each Hotel must meet System Standards. These standards require that most of the items you use or sell at your Hotel meet our specifications. Items that must meet our specifications include certain aspects of the Hotel's construction, certain services you offer in the Hotel, including food and beverage services, the Hotel's equipment, décor and amenities, guest room size, signage, photographs, advertising, furniture and fixtures, various supplies, bath and bed linens, draperies, bed toppings, mattresses and box springs, carpet, wall coverings, lighting, wireless high speed Internet access, property management system, computer hardware, peripheral equipment, operating system software, telephone, lock systems, insurance, and in certain circumstances your third party manager or management company and management agreement. Our specifications may include minimum requirements for delivery, performance, design, appearance and quality. We will provide you this information in our Standards of Operation and Design Manual (the 'Manual'). We may revise existing standards and add new ones through updates to the Manual.~~

~~We estimate that the items you purchase meeting System Standards will represent approximately 75% of your total initial expenditures for goods and services in establishing a new construction or conversion Hotel. We expect that these items will represent approximately 10% to 15% of your annual purchases and leases.~~

Approved Suppliers

~~To support the purchasing efforts of our franchisees, we and/or our affiliate WSSI negotiate purchasing terms, including price, volume discounts and commissions, on a range of products and services. In doing so, we and/or WSSI seek to promote the overall interests of our and our affiliates' lodging systems, management companies, and interests as franchisors. Currently, we architectural, design or engineering work. The high end of the range presumes that the Facility will undergo a comprehensive renovation requiring all of the above architectural and engineering services.~~

optional/suggested items not required by System Standards, but which you might choose to purchase. Optional / suggested items include: additional linens and collateral, rollaway beds, guest laundry, flags, employee facilities, etc. Tax and Freight are estimated at 15%. Costs should be confirmed upon purchasing.

¹⁷ This amount is an estimate and includes the Recurring Fees you will pay us after opening. It does not include debt service payments or rent. Many factors affect your initial period Gross Room Revenues and operating costs, including seasonality, pre-opening advertising and marketing, location, your management ability, staff performance and local market factors such as competition for customers and employees. Our estimate is based on our experience and the experience of our Lodging Affiliates and their franchisees in operating similarly situated brands over the last two years. These expenses include labor costs. We do not guarantee that you will not have additional expenses starting the business.

and/or WSSI identify certain suppliers of products and services with whom we and/or WSSI may have negotiated purchase terms, who are then designated as “Approved Suppliers”. You may purchase products and services directly from these Approved Suppliers through our electronic e-procurement system or through more traditional means. We may provide your contact information to our Approved Suppliers and you may be contacted by our Approved Suppliers.

Suppliers not on the Approved Supplier list that are interested in doing business with us or the Lodging Affiliates must apply by registering online at our Supplier Registration site <http://suppliers.wyndham.com/>. Interested suppliers are evaluated and potentially approved according to an approval process established by WSSI. Currently, WSSI does the evaluations and approvals. The specific criteria and processes utilized by WSSI in the approval process are not disclosed to franchisees. WSSI will review a supplier who has registered with the Supplier Registration site on an as needed basis.

WSSI may not review all suppliers. For those that it does review, it will notify the supplier of approval within approximately 1 year after the supplier provides WSSI all information it requests about the supplier. Only suppliers chosen by WSSI to become an Approved Supplier will be notified by WSSI of their acceptance. WSSI may revoke a supplier’s “Approved” status if the supplier’s agreement with us, WSSI, or an affiliate expires and is not renewed, or if the supplier is in default under their agreement with us, WSSI, or an affiliate. We will notify our franchisees if this occurs. Revocation does not mean that you can no longer purchase from this supplier; it simply means that the supplier no longer participates in WSSI’s program to offer discounts or other benefits to our franchisees.

Approved Suppliers generally pay WSSI a commission based upon the volume of sales to franchisees. These commissions are typically a percentage of net or gross sales to franchisees. Commissions range from 1% to 5% of net or gross sales to franchisees.

In ~~2018~~2019, our and the Lodging Affiliates’s net revenues from the purchase of products or services by franchisees was approximately \$~~23.1~~24.2 million⁺, or approximately ~~1.24~~1.18% of WHR’s total net revenues of \$~~1.868~~2.053 billion, as reflected in its Consolidated and Combined Statements of Income for ~~2018~~2019.

None of our officers own a material interest in any supplier to our System. However, from time to time, our officers may own non-material interests, for investment purposes only, in publicly-held companies that are suppliers to our System.

Required Purchases from Approved Suppliers

The only items you must buy from an Approved Supplier are items bearing the Marks (such as signage, supplies, and digital photographs), certain elements necessary to create a brand-defining ambience (such as music, scent, or specific décor), the firm you retain to prepare a market feasibility study for your ~~Hotel~~Facility (if any), and certain technology systems, including guest wireless high-speed internet access and your property management system (although you will pay us, or an affiliate, for certain services related to your property management system, and may be required to pay us, or an affiliate, for certain services related to your guest wireless high-speed

⁺This figure includes revenue from purchases of products and services by franchisees of La Quinta Franchising, LLC, beginning the date of WHR’s acquisition of the La Quinta brand on May 30, 2018.

internet access system). There may be only one Approved Supplier for certain items bearing the Marks and we do not plan to approve other suppliers. In addition, there is only one Approved Supplier for the required property management system. Otherwise, you can purchase items from any party you wish as long as the items meet our System Standards. We may have sole Approved Suppliers in the future for various items, which may include us or an affiliate. We and our affiliates intend to make a profit on any items we or they sell to you.

If you choose to purchase certain design elements from a supplier other than an Approved Supplier, you must provide us your custom interior design drawings for our review to ensure compliance with our standards, and we may charge a fee for such review. You must use our call center to book reservations from customers who call your ~~Hotel~~[Facility](#) to make a reservation. See Items 5 and 6. These are the only services that you must purchase or lease from us or an affiliate and neither we nor any affiliate are currently an Approved Supplier for any other item.

If you are building a new construction hotel and participating in our Development Incentive Financing Program, you must use the services of a procurement provider (“PP”) that we have approved. The fee for these services is typically 8% to 10% of the total cost of the furniture, fixtures and equipment purchased.

We do not provide you with any material benefits (for example, the opportunity to acquire additional franchises, special renewal rights or similar benefits) if you purchase goods or services through our Approved Supplier program. We do not have a purchasing or distribution cooperative that you must join.

~~[Remainder of Page Intentionally Left Blank]~~

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.~~¹[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.](#)¹

Obligation	Section in Franchise Agreement ¹	Section in Signature Reservation Services Agreement	Section in Supplemental Services Agreement – OPERA	Disclosure Document Item
a. Site selection and acquisition/lease	~~Section 1.A. and Attachment A. and the New Construction Addendum (“NCA”)~~ 3.1. Schedule D	Not Applicable	Not applicable Applicable	Items 7 and 11

b. Pre-opening purchases/leases	~~Sections 7.A., 7.B. and 8.B.3.1., 3.8., 3.10., 3.15., Schedule D~~	Not Applicable	Not ~~applicable~~ Applicable	Items 5, 7 and 8
c. Site development and other pre-opening requirements	~~Sections 7.A., 7.B., 8.B., 8.C, 9.D and 14; Guaranty; the Conversion Addendum (“CA”) and the NCA3.1., Schedule D~~	Schedule B	Not ~~applicable~~ Applicable	Items <u>5</u> , 7, 8, 11 and 15
d. Initial and ongoing training	~~Section 5.B.3.3., 4.1~~	Not Applicable	1.2	Items 5, 6, 11 and 15
e. Opening	~~Sections 1.A. and 9.D.; the CA and the NCA3.1., Schedule D~~	Not Applicable	Not ~~applicable~~ Applicable	Items 7 and 11
<u>Obligation</u>	<u>Section in Franchise Agreement ¹</u>	<u>Section in Signature Reservation Services Agreement</u>	<u>Section in Supplemental Services Agreement – OPERA</u>	<u>Disclosure Document Item</u>
f. Fees	~~Sections 3, 5.B., E, 11.G. and 15.D.2; the CA and the NCA3.7., 3.9, 3.12, 3.14., 3.15, 4.1, 4.2, 4.3., 4.8, 6, 7, 9.3, 9.4., 11.4, 12.1, 12.2., 13.1, 13.2, 15.6., 17.4, Schedule C., Schedule D~~	1.	~~1.1, 2, Schedule B~~ Not Applicable	Items 5, 6, 7, 11 and 17
g. Compliance with standards and policies/Manual	~~Sections 5, 6, 7, 9, 11 and 14; the CA and the NCA3.2, 3.3., 3.4, 3.6, 3.7, 3.8., 3.10, 3.11, 3.12., 3.13, 3.15, 4.1, 4.3., 4.4, 4.5, 4.6, 4.7., 4.8, 7.1, 7.5, 9.3., 13.1, 13.2, 15.4., 15.6, Schedule D~~	Not Applicable	Not ~~applicable~~ Applicable	Items <u>8</u> , 11 and 14
h. Trademarks and proprietary information	~~Sections 10, 12., 18.B. and 18.C.3.4., 3.10, 3.11, 4.4, 4.5., 4.8, 8.3, 9.1, 9.2., 11.2, 13.1, 15.1., 15.2, 15.4, 15.5, 15.6~~	Not Applicable	Not ~~applicable~~ Applicable	Items 8, 11, 13 and 14
i. Restrictions on products/services offered	~~Sections 6.B., 6.D. and 6.E.3.2, 3.4., 3.11, 3.12~~	Not Applicable	Not ~~applicable~~ Applicable	Items 8 and 16

j. Warranty and customer service requirements	~~Sections 6.E., 6.F. and 14.3.2, 3.4, 3.11~~	4.	~~4~~ Not Applicable	Items 8 and 16
k. Territorial development and sales quotas	~~Section 6.C.~~ Not Applicable	Not Applicable	Not applicableApplicable	Items 12
Obligation	Section in Franchise Agreement¹	Section in Signature Reservation Services Agreement	Section in Supplemental Services Agreement — OPERA	Disclosure Document Item
l. Ongoing product/service purchases	~~Sections 7.B., 7.D., and 8.B.3.10, 4.2, 4.4, 15.6~~	Not Applicable	Not applicableApplicable	Items 6 and 8
m. Maintenance, appearance and remodeling requirements ²	~~Sections 7. and 8.B.3.1, 3.2, 3.12, 3.14~~	Not Applicable	Not applicableApplicable	Items 8 and 11
n. Insurance	~~Section 14.3.8, Schedule D~~	Not Applicable	Not applicableApplicable	Items 7 and 8
o. Advertising	~~Sections 3.C., 4.6.C. and 9.3.4, 4.3, 7.1.2, 15.6~~	Not Applicable	Not applicableApplicable	Items 6, 8 and 11
p. Indemnification	~~Sections 16.B., 21.B.8, Schedule C~~	Not Applicable	~~3~~ Not Applicable	Item 6
Obligation	Section in Franchise Agreement¹	Section in Signature Reservation Services Agreement	Section in Supplemental Services Agreement — OPERA	Disclosure Document Item
q. Owner's participation/management/staffing	~~Section 5.3.2~~	Schedule A, Schedule B	Not Applicable	Items 11 and 15
r. Records and reports	~~Sections 13. and 18.E.3.6~~	Not Applicable	Not applicableApplicable	Item 6
s. Inspections and audits	~~Sections 6.F., 7.B., 13.D. and 13.E.; the CA and the NCA3.7, 4.8, Schedule D~~	Not Applicable	Not applicableApplicable	Items 6, 8 and 11
t. Transfer	~~Sections 15. and 16.9~~	Not Applicable	Not applicableApplicable	Items 6 and 17
u. Renewal of extension of rights	~~Section 25~~	Not Applicable	Not applicableApplicable	Items 6 and 17

v. Post termination obligations	~~Sections 12., 13.A., 18., 19.B., 21.B. and 27.~~	Not Applicable	9.7, 9.13	Items 6 and 17
w. Noncompetition covenants	~~N/A~~ 3.11.2	Not Applicable	Not ~~applicable~~ Applicable	Item 17
x. Dispute resolution	~~Section 27.~~ 11.4. 17.6.1. 17.6.2. 17.6.3. 17.6.4. 17.6.5	Not Applicable	9.12	Item 17
y. Other: Guaranty of franchisee obligations	Guaranty (Attachment to the Franchise Agreement)	Not Applicable	Not ~~applicable~~ Applicable	Note 1

~~furniture, fixtures, such as headboards, desks, tables, armoires, etc.) periodically, as required by the System Standards. We recommend that you maintain a reserve account that you fund on regular bases, to ensure you can meet such renovation obligations.~~

~~[Remainder of Page Intentionally Left Blank]~~

ITEM 10. FINANCING

~~Except as specified in this Item 10, we do not offer or provide any financing arrangements for System Franchisees, either directly or indirectly.~~

Initial Franchise Fee Deferral. We may defer payment of the Initial Franchise Fee, if we determine that business circumstances warrant. The deferral is usually for a short term such as 90 days, or until the [Hotel Facility](#) opens as a [System Hotel Chain Facility](#), whichever occurs first. If we defer payment of the Initial Franchise Fee, you must pay the Initial Franchise Fee in one or more installments without the accrual of interest unless you do not pay the Initial Franchise Fee within ten days after it is due. The number of payments may vary based on business circumstances, but generally requires up to three equal installments over a 90 day period. We do not require any security for the Initial Fee Note. The Initial Fee Note may be prepaid at any time without penalty. You and your owners must sign the Initial Fee Note in substantially the form shown in Exhibit C-~~2(a)~~ [1](#). If your owners are residents of community property or certain other states, their spouses must also co-sign the Initial Fee Note. Under the Initial Fee Note, you and your guarantors, or any co-makers of the Initial Fee Note waive traditional defenses. These defenses include presentment, demand, notice of demand, protest, notice of non-payment, notice of protest, notice of dishonor and diligence in collection. We reserve the right to modify the terms of the Initial Fee Note and/or grant extensions, novations, releases or compromises to you or any co-maker without the consent of, or affecting the liability of, any other party to the Initial Fee Note. The Initial Fee Note is not subject to setoff, offset or recoupment. If the Franchise Agreement terminates for any reason or a transfer occurs, we may demand that you immediately pay the Initial Fee Note in full. If you fail to make any required installment payment on time, we may demand that you immediately pay the Initial Fee Note in full. If you do not pay the Note within 10 days after it is due, the Initial Fee Note will bear simple interest at the rate of the lesser of 18% (1.5% per month) per annum or the highest rate allowed by law. Default under the Initial Fee Note will constitute a default under the Franchise Agreement. If the Initial Fee Note is

collected by or through an attorney, we will be entitled to collect reasonable attorney's fees and all costs of collection.

Development Incentive Financing. We may offer certain "Development Incentives" for new construction and conversion ~~System-Hotels~~Chain Facilities. The incentives are based on various factors and are determined in our sole discretion. These factors may include the number of rooms and location of the proposed ~~Hotel~~Facility, market overview, surrounding hotels, demand drivers, and a feasibility study. The Development Incentive is a loan that is not subject to repayment unless the franchise terminates or a transfer occurs before the end of the term of the Development Incentive Note. At each anniversary of the ~~Hotel~~Facility opening date, the Development Incentive reduces by a pro-rata portion of the original amount depending upon the term of the Development Incentive Note. If the franchise terminates or is transferred before the expiration of such term, you must repay the balance of the Development Incentive. The Development Incentive Note bears no interest except in the case of default, in which case the interest rate will be 18% per annum (1.5% per month) or the highest rate allowed by law. If you must repay the balance of the Development Incentive and fail to make any required payment on time, we may demand that you immediately pay the Development Incentive in full. Default under the Development Incentive Note will constitute a default under the Franchise Agreement. We do not require any security for the Development Incentive Note. The Development Incentive Note may be prepaid at any time without penalty. If the Development Incentive Note is collected by or through an attorney, we will be entitled to collect reasonable attorney's fees and all costs of collection.

To receive the Development Incentive, you and your principals, as co-makers, must sign a Development Incentive Note, which we will specify the amount of the incentive, in the form attached as Exhibit C-~~2(b)~~1 when you sign and deliver the Franchise Agreement. If you and/or your principals are residents of community property or certain other states, your and/or their spouses must also co-sign the Development Incentive Note. In addition, we may require you to sign an addendum to the Franchise Agreement, agreeing to make all payments due under the Franchise Agreement and ancillary agreements through electronic funds transfers through the ACH (automated clearing house) system while the Development Incentive Note is outstanding (see Exhibit C-~~2(b)~~1). You must provide us with a current balance sheet, loan documents and other information we request detailing the total cost of the ~~Hotel~~Facility, the amount being financed, and your equity investment in the ~~Hotel~~Facility. If we offer you a Development Incentive, you will not be eligible for any reduction in Initial Franchise Fee, Royalties or Marketing and Global Sales Fee, and we may require you to retain a third party manager approved by us (See Items 5, 6, and 15).

The Development Incentive will be disbursed after (i) you have passed a final credit/financial review with no material adverse changes in your business, legal, litigation, bankruptcy status or finances, or of your guarantors or the ~~Hotel~~Facility since preliminary approval, (ii) the ~~Hotel~~Facility officially opens with our consent, (iii) you have completed all required pre-opening improvements specified in the Franchise Agreement; and (iv) you have paid the Application Fee and the Initial Franchise Fee. You and your guarantors or co-makers waive traditional defenses, as described above for the Initial Fee Note. With or without notice to or consent from you, each guarantor or co-maker, we may grant renewals, extensions, modifications, compositions, compromises, releases or discharges of other parties. If you transfer the ~~Hotel~~Facility, you must repay the balance of the Development Incentive Note unless the transferee and its principals assume the obligation to repay the Development Incentive and provide us with other security as we may require in our sole discretion. If you are purchasing an existing ~~Hotel~~Facility and you assume the obligation to repay the unamortized balance of the Development Incentive Note with

our consent, you must repay the balance if your franchise terminates before the expiration of the Development Incentive Note.

We may offer to issue the Development Incentive in cash or in the form of a line of credit with WSSI, in our sole discretion as business circumstances warrant.

You may request a Lender Notification Agreement using the forms we provide you. Any lender you select may request a collateral assignment of or security interest in the Franchise Agreement, but we have no obligation to enter into any agreement or arrangement with any lender. See Exhibit C-~~5~~4.

We have no practice or intent to sell, assign or discount to a third party all or part of any financing arrangement above.

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

Except as listed below, we are not required to provide you with any assistance. Pre-Opening Assistance

Before you open the ~~System-Hotel~~Chain Facility, we will provide you with the following assistance:

1. You select the ~~Hotel~~Facility's location and describe it in the Franchise Application. We reserve the right to obtain, or to require you to obtain at your expense, as a condition for receiving our approval of the site, a positive market feasibility study prepared by a nationally prominent independent accounting or consulting firm we approve. Since individual sites are necessarily unique, no listing of relevant factors will be applicable to all sites. However, we believe these factors are important: geographical area, population and density, other demographic factors, proximity to transportation, major attractions and destinations, commercial development, traffic patterns, competition, accessibility, and the compatibility of the area with the proposed use. We grant a franchise for a ~~System-Hotel~~Chain Facility for a specific location or site only, and approve your site when we approve your Franchise Application. There is no specific time limit in which this approval has to be completed. However, we typically complete our review of your site and the other elements of your Franchise Application, and award or decline to award you a franchise, within 30 to 60 days after we receive your completed Franchise Application and all supporting documentation. By approving your Franchise Application we do not represent or promise that a ~~System-Hotel~~Chain Facility will succeed at that site. Approval of the site only indicates our willingness for you to represent the Chain at that site. (Franchise Agreement – Application and Attachment C)
2. If you are converting an existing hotel into a ~~System-Hotel~~Chain Facility, or in the case of a ~~Transfer~~Transfer, we will inspect the ~~Hotel~~Facility and create a Property Improvement Plan "PIP" of improvements needed before you open the ~~Hotel~~Facility under our service marks and afterwards. The PIP is attached to the Franchise Agreement when it is signed. (Franchise Agreement – Attachment C)

3. For a new construction ~~Hotel~~Facility, a member of our Hotel Integration Team will be available to consult with your architect about the plans we provide, and will review and, if appropriate, approve any detailed architectural plans and specifications for constructing a new Hotel. We will review any requests to materially modify or deviate from the plans or specifications after they have become “Approved Plans.” We may charge you a fee to review material modifications to your plans or specifications. (Franchise Agreement – Attachment C)
4. We may inspect the ~~Hotel~~Facility during or following construction or renovation to determine compliance with System Standards, and, where appropriate, approve its opening as a ~~System~~HotelChain Facility. (Franchise Agreement – Attachment C)
5. We will provide you with a copy of, or access to, our Manual which contains the System Standards and any specifications for your ~~System~~HotelChain Facility. (Franchise Agreement – Section 11.A)
6. We will provide you with written specifications for required products and services, as well as information about Approved Suppliers whose products have been approved for usage, as described in greater detail in Item 8. (Franchise Agreement – Section 7.B)
7. We will provide Mandatory Support Services to assist you in opening the Hotel. These Services are not applicable to franchisees renewing their franchises with us. See Item 5 for a more detailed description of these Mandatory Support Services and the fees we charge for them. (Franchise Agreement – Attachment C)
8. We will provide training to you and your general manager as described in this Item below. (Franchise Agreement – Section 5.B.)

Length of Time Before Opening

There is no “typical length of time” between the signing of a Franchise Agreement or the first payment for a franchise, and the Opening Date of the Hotel. This is due to the impact of a number of variables including (i) your ability to obtain any necessary financing, (ii) whether the ~~Hotel~~Facility is to be converted from an existing hotel or is to be newly constructed and (iii) the process required to obtain all necessary permits, licenses and approvals from various government agencies.

We have established certain parameters for the pre-opening period. You must provide us with proof of ownership or ground lease of the location within 30 days after we sign the Franchise Agreement. In the case of an existing facility newly entering the System or an existing ~~System~~HotelChain Facility being transferred, you must begin renovation no later than 30 days after we sign the Franchise Agreement. You must complete the pre-opening phase of the work and be ready, willing and able to open the ~~Hotel~~Facility under the System no later than 90 days after we sign the Franchise Agreement. In the case of new construction, you must begin construction of the Facility within 60 days after we execute the Franchise Agreement and complete construction and receive our written approval to open the ~~Hotel~~Facility within 26 months after signing the Agreement. (Franchise Agreement – Attachment C)

Post-Opening Assistance

After the ~~System Hotel~~Chain Facility opens, we will provide you with the following assistance:

1. We will continue to provide you with access to the Manual, as described in this Item below. (Franchise Agreement – Section 11.E)
2. We may hold a System conference, which may be in the form of a WHR multi-brand conference with special sessions and programs only for our System. Currently, we hold a conference approximately every 18 to 24 months, but this is subject to change. We may also hold periodic regional summits throughout the year. (Franchise Agreement – Section 5.B.5)
3. We or our contractor may conduct announced and unannounced inspections and/or mystery shops of the Hotel. (Franchise Agreement, Section 6.F)
4. We will continue to provide you with operational support and information about the System by e-mail, telephone and/or via the System's Intranet site. In addition, our field support team may periodically visit your ~~Hotel~~Facility to provide on-site operational support provided you are in compliance with your obligations under the Franchise Agreement. Our representatives will also consult with you in person when they are at the ~~Hotel~~Facility for compliance inspections, upon your request. (Franchise Agreement – Section 6.F)
5. We and our affiliates will continue to provide you with information about Approved Suppliers. See Item 8 above. (Franchise Agreement – Section 7.B)
6. We will provide a computerized Central Reservation System ("CRS"), directly or indirectly through another party or a technological substitute as we may determine, for making reservations at ~~System Hotels~~Chain Facilities. See the Technology Systems discussion below. (Franchise Agreement, Section 8.A.)
7. We will provide you a service allowing you to transfer inbound reservation calls, through a toll-free line, where professionally trained agents will answer questions and book reservations on behalf of your ~~Hotel~~Facility or to have certain callers directed automatically to our toll-free line. See Exhibit C-~~76~~7 for the Signature Reservation Services Agreement.
8. We will review and, where appropriate, approve requests to add guest rooms to a ~~Hotel~~Facility after receipt of your Expansion Fee. (Franchise Agreement – Section 3.A.2)
9. We offer comprehensive revenue management programs for additional fees. These programs are available at three levels of service for varying fees: Gold, Platinum, and Diamond. No matter the service level, Revenue Management Services ("RMS") includes varied levels of inventory management, strategic positioning, future demand strategy and targeted promotions and packages. See Exhibit C-~~47~~7 and Item 6 for additional description of options and fees. In addition:
 - Gold RMS is a monthly service that includes monitoring of settings and rates to ensure rate and inventory parity across all applicable distribution channels. You also receive monthly reports, statistics review and a scheduled call with an assigned Revenue Management Specialist.

- Platinum RMS is a bi-weekly service that includes STR review and evaluation, rate and inventory maintenance, as well as scheduled communication and accessibility and bi-weekly meetings with your assigned Revenue Management Specialist.

~~If you are a new construction or conversion property, you must participate in Platinum RMS as part of our Start-Up Revenue Management program for four months beginning 30 days after your Hotel's Opening Date. After the four-month period ends, or if you are a transfer or renewal property, you must participate in Gold or Diamond RMS, with one exception described below.~~

- Diamond RMS is a weekly service that includes inventory management, as well as scheduled communication and accessibility, weekly meetings with your assigned Revenue Management Specialist, and STR review and recommendations.
 - ~~If your Hotel~~ you are a new construction or conversion property, you must participate in Platinum RMS as part of our Start-Up Revenue Management program for six months beginning 30 days after your Facility's Opening Date. The fee for this initial six-month period is included in your Initial Fee. We will require you to participate in Gold RMS at a minimum if your hotel has over 200 120 rooms or more, and we reserve the right to require you must participate in Diamond RMS for the term of your Franchise Agreement. For all other properties, this service is optional if you do not have an outside revenue manager and we determine one is needed based on your hotel's occupancy, but otherwise you may participate in any level of RMS on an optional basis (in all cases following the conclusion of the Start-Up Revenue Management period, if applicable).

10. We also offer Short Term Revenue Management Services for a period of 90 days. This service will compile relevant commercial information, align PMS and CRS systems, assist with distribution and annual selling strategy. See Item 6 for additional description of options and fees.

11. We will provide you with a cloud computing resource called Medallia, which will aggregate all reviews regarding the ~~Hotel~~ Facility from ~~TripAdvisor~~ Tripadvisor and other major online travel agency sites, as well as customer surveys.

12. ~~11.~~ We will provide the option to participate in third party competitive rate shop programs across key distribution channels. These third parties may charge monthly fees for their services.

Advertising and Marketing

We engage in advertising and marketing activities funded by the Marketing and Global Sales Fees that franchisees pay us to promote all hotels operating under the Wyndham trade name, including Wyndham Grand, Wyndham, and Wyndham Garden, and to maximize the general public recognition, acceptance or use of the Wyndham trade name. The marketing may include various forms of advertising and promotion activities using any media we deem appropriate. Specific advertising activities may include: online, broadcast, print media, sponsorships, e-mail and direct mail. Advertising may be created and placed internally or by advertising agencies with the participation and supervision of in-house staff. The Fund (as defined below) may also be used to pay for e-commerce, market research, public relations, guest services, training, the central reservation system, distribution and the staffing of sales offices which generate corporate,

government, tour and other bookings at hotels under the Wyndham trade name and other marketing support. We select the nature and type of advertising copy, media placement or other aspects of the marketing program. Media coverage may be local, regional or national. We do not have to expend any portion of the Fund or otherwise for marketing or advertising in your trading area or territory, and we do not promise that your ~~System Hotel~~Chain Facility will benefit directly or proportionately from marketing activities.

Each franchisee's Marketing and Global Sales Fee will be deposited into the Marketing Fund (the 'Fund'). The amount of your Marketing and Global Sales fee is 3% of GRR. It is our intention that each hotel operating under the Wyndham trade name that an affiliate manages contributes to the Fund at generally the same rate required of franchisees.

The Marketing and Global Sales Fees are not held in trust and we do not manage the Fund in a fiduciary capacity, although they are separately accounted for on our books. We administer the Fund and apply the Fund at our discretion. We are not required to, nor do we have the Fund audited. We do not provide reporting to you or issue financial statements to franchisees on the Fund. Any monies which remain in the Fund at the end of the year (or deficiencies where the amount of money spent for marketing exceeds the revenues collected for the year), are carried over into the following year. The Fund may be used to compensate us or an affiliate for any administrative or other services, such as reasonable expenses incurred for accounting, data processing, collection, bookkeeping, reporting, computer system maintenance, and legal services which we or the affiliate provide to the Fund or in support of marketing activities and for our out-of-pocket costs. In addition, we or an affiliate may provide products or services to the Fund. We may earn a profit on these products and services. However, any such products or services will be provided by us or an affiliate at a cost comparable to the cost that the Fund would otherwise incur if the products or services were obtained from unaffiliated third parties. In ~~2018~~2019, expenditures from the Fund for marketing were used as follows: ~~8.8%~~9.4% for media placement, ~~0.1% for production, 0.1% for promotions and sponsorships,~~ 14.4% for administration, and ~~76.6%~~70.7% for other expenses (e.g., public relations, guest services, training, field services, group and corporate sales). In ~~2018~~2019, no funds were used principally to solicit the sale of new franchises.

You may conduct your own local marketing program if all materials conform with System Standards, including proper usage of the Marks, or are approved in writing by us. We may, at our option, offer you advertising copy and other marketing materials at prices which reasonably cover our direct and indirect costs.

We presently do not have an advertising council or ~~advertising-cooperatives~~a marketing and sales cooperative, nor are you currently required to participate in a local-~~or,~~ regional ~~advertising or market segment based marketing and sales~~ cooperative, although we consult from time to time with groups of franchisees to solicit their views and input. In the future, we may establish a regional-~~or,~~ local advertising-cooperatives or market segment based marketing and sales cooperative ("Co-~~opsop~~op") which you may participate in on a voluntary basis. All franchisees in the ~~same~~ Co-op will pay dues under the same formula, which will be payable annually in advance of the year in which the marketing ~~is~~and sales are to be done. We will offer matching contributions from the Fund to support qualifying marketing and sales activity by the Co-~~opsop~~op. We will administer the activities of the Co-~~opsop~~op on ~~their~~its behalf, including collecting dues and performing other bookkeeping functions, organizing Co-op meetings and placing marketing and

sales programs. The Co-~~ops~~op will not operate from written governing documents. We will not be required to issue annual or periodic financial statements for the Co-~~ops~~op, however, we will create and share a marketing and sales plan for the coming year, for participating members of the Co- op. We have the authority to form, change, dissolve or merge the Co-~~ops~~op at our discretion.

Technology Systems

Central Reservation System. During the term of the Franchise Agreement, you must participate in the central reservation system ("CRS") that we or our designated third party administers on an exclusive basis, including entering into all related technology agreements and complying with all terms and conditions we establish for participation. The ~~Hotel~~Facility may not book any reservations through any other electronic reservation system, booking engine or other technology. (Franchise Agreement, Section 8.A)

We can independently access your electronic information and data, and collect and use this electronic information and data in any manner we choose, without any compensation to you.

Property Management System. You must purchase a property management information system, including computer hardware and software ("PMS") and Internet access service so that the ~~Hotel~~Facility can interface with the CRS. The PMS books reservations, performs check-in and check- out functions, manages rates and inventory, collects and transmits certain information collected about each guest, automates the front desk and operation record keeping of the ~~Hotel~~Facility, and interfaces with other electronic systems at the ~~Hotel~~Facility.

We currently have one approved system under our technology standard, the OPERA system from Oracle. We may from time to time, at our option, change or make exceptions to our PMS technology standard.

The OPERA databases, servers, application servers, and storage are housed in the Oracle data center and not at the Facility. We may require you to utilize tokenization technology for the transmission of credit card information, and Oracle may require that a tokenization provider be selected as part of the OPERA PMS. Facilities must also have an OPERA interface PC and any required work stations.

The licenses required to operate the PMS through the subscription based OPERA PMS: SaaS Subscription Model are offered by Oracle under the Oracle Master Agreement: General Terms and Schedules P & C found in Exhibit C-~~3(a)~~2. You will pay us a one-time set-up and implementation fee of \$23,075 plus additional amounts for interfaces that may be required (\$3,150 per OXI Interface, \$5,000 per EMV Interface and \$450 per each additional interface). This fee includes installation and the installers' travel and the right to use the OPERA software. You will also pay Oracle, a monthly subscription fee of \$5.29 per room which includes support of the OPERA application, database backups and the hosting fees. The monthly fee does not include additional interfaces that may be required. In addition, you will pay us a monthly HTCS fee which will range from \$297 - \$687 as described in the OPERA Supplemental Services Agreement. See Item 6 and Exhibit C-3(~~b~~). HTCS services include, but are not limited to, support for technology applications we offer you, such as the CRS and PMS vendor management. The OPERA databases, servers, application servers and storage are housed in the Oracle data center and not at the ~~Hotel~~. ~~Hotels~~Facility. Facilities connect to the Oracle data center via their own broadband connection, which must meet certain requirements as specified by Oracle.

OPERA PREMIUM	
Oracle Monthly Fee	\$5.29 per room plus \$0.17 per room for EFT Interface and \$0.20 per room for each interface
One-Time Set Up Fee	\$23,075 plus \$450 per Interface, a \$5,000 EMV Interface and \$3,150 per OXI Interface;
HTCS Service Fee	HTCS Service Fee - \$297 - \$687 per month (Includes travel, installation, and Central Reservation Interface) Service Fee can be increased up to 5% each year.

We may require you to purchase additional or replacement communications hardware or software, additional random access memory or additional hard disk storage to keep pace with changes in technology. There is no contractual limitation on the cost or frequency of this obligation. Neither we, nor Oracle has any obligation to modify, enhance or rewrite the PMS software for the OPERA systems. Oracle may charge you for enhancements or upgrades to OPERA software.

Network Connectivity Services. You must obtain network connectivity to enable your PMS to interface with the CRS.

For any of the PMS options described above, you may procure network connectivity through a broadband Internet connection from an ISP, for which you must pay the ISP's service fee. Your network connectivity must meet the system requirements required by Oracle for an OPERA PMS.

Preventative Maintenance Software/Mobile Operations Support Tool. If you require assistance tracking your preventative maintenance needs, as measured by your ~~Hotel~~[Facility](#) (i) scoring 80% or lower (or its then equivalent) on a quality assurance inspection or (ii) receiving an average Medallia overall score for the preceding 12 month period less than 6.0 (or its then equivalent score), we will require you to subscribe to a preventative maintenance software service, including a mobile application, provided by a third party to help you manage your housekeeping and maintenance processes. The fee for this software is currently not more than \$1,500 annually. We may offer as an option or, in the future, mandate a software service program and provider.

We may in the future offer, for a fee, ~~a~~[an optional](#) mobile device-based system ([MOP](#)) for managing and automating tasks such as housekeeping, maintenance and guest support functions at your ~~Hotel~~[Facility](#). [When available, MOP offers an optional feature, the Emergency Safety Device system, for an additional fee.](#) With written notice, we may mandate such a system and supplier in the future, by updating System Standards.

Intranet Portal. We will provide access to a proprietary company intranet where you can access brand specific information, including System Standards and corporate communications specific to System and WHR initiatives. We will offer tools to help support your business including site reporting, industry reporting, bill payment, marketing, Global Sales, Loyalty and Revenue Management resources as well as access to ratings and reviews, and corporate information. We may, in the future, charge a fee for the support and maintenance of this service.

Other Obligations. You must offer wireless high speed Internet access in all guest rooms,

meeting rooms and public areas at the ~~Hotel~~[Facility](#).

We offer, as an option, a WiFi Solution called Wyndham WiFi. If you choose to participate you will sign an agreement with a third party vendor for equipment and installation and an agreement with us for support under our Hotel Connectivity Solutionssm Agreement. See Item 6 and Exhibit C-8.

Confidential Standards of Operation and Design Manual

We will provide you with access to the Standards of Operation and Design Manual and any other manuals for franchisees which contain specifications for the construction or renovation and operation of the ~~Hotel~~[Facility](#) under the System. The Wyndham Rewards Front Desk Guide is also a System Standard. These Manuals and System Standards may be amended. The table of contents of the Manual consisting of ~~313~~[314](#) pages is set forth in Exhibit F. (Franchise Agreement – Section 11.A)

Training

WHR's hospitality operations training team offers a variety of mandatory and optional training programs, workshops, online training and other training resources.

All personnel employed at your ~~Hotel~~[Facility](#) in those positions we designate to receive training must attend and successfully complete our initial training program and other training programs we may require. Certain training programs and additional fees are described below. In addition, you are responsible for your employees' travel, lodging and meal expenses and wages while attending any training program. (Franchise Agreement – Section 5.B)

Training Administration. We maintain a staff of field-based training professionals who conduct training regionally and at the hotel level. Each of these trainers has an operational, training and/or human resources background with us and/or with other hotel companies. We also draw upon the experience of other officers and employees of us and the Lodging Affiliates in conducting training.

General Manager Certification. We will provide training to your general manager in our, Hospitality Management Program ("HMP" or the "Program"). This training will be approximately five 5 days long. It is held in our corporate offices in Parsippany, NJ, as well as at locations local to our corporate offices or central locations in North America. PowerPoint presentations, participant manuals and additional content driven handouts are utilized during the training. We reserve the right to require the General Manager of your hotel to recertify by attending General Manager Certification training (currently known as HMP), every eight years at the then current tuition.

~~Required attendees must complete to our satisfaction, all components (including any pre-course activities or related diagnostic assessments) as outlined below unless stated otherwise in the Franchise Agreement.~~ If we do not offer Hospitality Management Program training within the specified time period, required attendees must complete the next available program.

- Initial general manager: no later than 90 days after the ~~Hotel~~[Facility](#)'s Opening Date;

- Replacement general manager: no later than 90 days after he/she assumes responsibility as a general manager; and
- If you own more than one ~~System Hotel Chain Facility~~, you must send your initial and any replacement general manager from each ~~Hotel Facility~~ to training.

The tuition fee is ~~\$2,000~~\$2,250, if the initial general manager attends and successfully completes this mandatory training program and all related components to our satisfaction within the timeframe noted above. If the general manager does not attend training as required, you must pay the initial tuition in addition to the tuition then in effect at the time of your general manager's attendance. Additional employees of the ~~Hotel Facility~~ may attend ~~the Hospitality Management Program HMP~~ with your general manager at a tuition fee of \$1,400 per attendee. If you are an owner and ~~would like wish to accompany your general manager to the Hospitality Management Program attend training~~, you may do so at ~~a the~~ tuition fee of \$1,400. ~~Tuition for these programs is subject to increase and is not refundable~~ You are responsible for all travel, lodging and meal expenses for you and your attendees.

~~In 2019~~ Human Trafficking Prevention Training. In addition to HMP Training, each general manager is required to take our Human Trafficking prevention training course no later than 90 days after the Facility opens, and within 90 days of a subsequent general manager's start date. Your general manager must complete the course biennially, within two calendar years from the last completed training. The material for this course is delivered via Wyndham University's web-based training module. There is currently no fee for this training. If your general manager plans to receive similar human trafficking prevention training from a third party, the course must be pre-approved if you wish for it to satisfy this requirement. In addition, your general manager must certify on a biennial basis that he or she has trained or caused the training of hotel staff in human trafficking prevention. We will provide training resources to assist in satisfying this requirement through Wyndham University and the Chain's Intranet Portal.

Opening Training. If your Facility is a new construction or conversion hotel, you are required to participate in opening training. This training is conducted on site at your Facility anywhere from two weeks prior to, or up to 30 days after, the Facility's Opening Date. The duration and fee for this training is dependent on the size of your Facility as follows: \$750 for 0-50 rooms (1 day), \$2,250 for 51-200 rooms (up to 3 days) and \$3,750 for 200+ rooms (up to 5 days), plus travel, lodging and meal expenses of the facilitator. Training topics include Count on Me service culture, Housekeeping, Front Desk, and Wyndham Hotels & Resorts Tools and Resources. PowerPoint presentations, participant manuals, additional content driven handouts and activities are utilized during this training.

In 2020, we plan to offer HMP training approximately ~~10~~11 times spread out over the year, in either our corporate offices in Parsippany, NJ, a location local to our corporate offices, or at central locations in North America. We reserve the right to require attendance at specific locations based on the region in which the ~~Hotel Facility~~ is located. Human Trafficking Prevention Training is available online at any time via Wyndham University and our Intranet Portal. Opening Training will be conducted at each Facility anywhere from two weeks prior to, or up to 30 days after, the Facility's Opening Date. Required attendees must complete all training components to our satisfaction, (including any pre-course activities or related diagnostic assessments) as outlined below unless stated otherwise in the Franchise Agreement. Tuition for these programs are subject to increase and are non-refundable.

TRAINING PROGRAM
HOSPITALITY MANAGEMENT PROGRAM

~~This chart shows~~

The charts below show a summary of ~~this program~~ these programs as ~~it~~ they existed on December 31, ~~2018~~ 2019.

TRAINING PROGRAM

<u>HOSPITALITY MANAGEMENT PROGRAM</u>			
Subject	Hours of Classroom Training	Hours of On- The-Job Training	Location
Organization and Brand Overview	5 hours	None	Corporate designated location
Sales and Marketing Management	4 hours	None	Corporate designated location
Revenue Management and Tools	5 hours	None	Corporate designated location
Customer Experience / Quality Assurance	4 hours	None	Corporate designated location
Property Operations and Tools	6 hours	None	Corporate designated location
Leadership and People Management	5 hours	None	Corporate designated location
<u>HUMAN TRAFFICKING PREVENTION TRAINING</u>			
<u>Subject</u>	<u>Hours of Classroom Training</u>	<u>Hours of On- The-Job Training</u>	<u>Location</u>
<u>Human Trafficking Prevention - detection, prevention, and assistance</u>	<u>1 hour</u>	<u>N/A</u>	<u>Virtual</u>
<u>OPENING TRAINING</u>			
<u>Subject</u>	<u>Hours of Classroom Training</u>	<u>Hours of On- The-Job Training</u>	<u>Location</u>
<u>Count on Me Certification, Housekeeping, Front Desk, WHR Tools including: MyPortal, Electronic Payment Tool, Medallia, and STR reports</u>	<u>Dependent on Days of Training: 8 – 40 hours</u>	<u>Dependent on Days of Training: Up to 30 hours</u>	<u>Your Facility</u>

Notes:

~~1. WHR's training team is headed by Patricia Lee, Executive Vice President, Global Learning and Development and Chief Social Responsibility Officer. She has over 18 years of experience in~~

~~the hospitality industry and approximately 14 years of experience with our former parent, Wyndham Worldwide Corporation, and a year of experience with WHR, the Lodging Affiliates and us.~~ The hospitality industry experience of the ~~rest of the~~ learning team staff ranges from 1 to ~~40~~⁴¹ years, with an average (mean) of ~~15~~¹⁸ years. Their experience with WHR, its predecessors, the Lodging Affiliates and us ranges from 1 to ~~32~~³³ years, with an average (mean) of 15 years.

Remedial Training. We may require you, your GM and/or ~~Hotel~~^{hotel} staff to participate in a remedial customer experience assessment or training if the ~~Hotel~~^{Facility} receives (i) a “D” or “F” (or equivalent score) on a quality assurance inspection, (ii) a score of 6.0 (or then equivalent score) or below in consumer feedback responses, (iii) experiences significant complaints to our Customer Care Department, as determined by us in our sole discretion, or (iv) if at the time of the ~~Hotel~~^{Facility}’s first post-opening Quality Assurance inspection, the ~~Hotel~~^{Facility} receives a failure rating on guest room cleanliness or an average service score of “D” or “F” (or equivalent score). The assessment or training may take the form of an online tutorial for a fee of \$250, or depending on need, a one to two day, remedial class on housekeeping for an additional fee of up to \$1,250, which may be offered at our corporate offices, at a regional location, or at the ~~Hotel~~^{Facility}. If the assessment or training is conducted at the ~~Hotel~~^{Facility}, you must provide complimentary lodging for our representative. Fees are subject to change by modifying System Standards.

Product Quality Training. For additional and/or repeated instances of cleanliness or service failures, we reserve the right to require additional on-site training that can range from 1-10 days and cost between \$1,500 - \$5,000, plus the cost of travel and lodging for our instructor(s). Fees are subject to change by modifying System Standards.

Continuing Education. We offer a comprehensive curriculum of hotel operations training. This training is available to all hotel team members and delivered in the form of live workshops, webinars, playbacks, online courses, videos, job aids, checklists, discounts to industry memberships/certifications, etc. Training topics include Guest Loyalty, ~~Hotel~~^{Facility} Culture, Guest Service, Leadership/People Management, Quality, Revenue Management/Generation, Sales/Marketing, Financial Management, Reputation Management, Food and Beverage, Social Responsibility, Hospitality Law, ~~Hotel-Systems~~^{Chain Facilities} (keystroke and best practices) and more.

The cost of ongoing learning and development support for your entire hotel team is \$35 per room per year. This fee includes (i) the tuition for two (2) regional workshops, (ii) access to Wyndham University, WHR’s learning management system, for your entire hotel team, (iii) service culture support and training materials, ~~and (iv) tuition for one (1) replacement general manager to attend General Manager Certification per year and (v) one (1) user license~~^{access} to exclusive leadership development content.

Optional New Owner Orientation. At your option, if you have not previously owned a Chain facility or any hotel licensed by the Lodging Affiliates, you may participate in our New Owner Orientation training. This training will cover topics including: Design and Construction, Brand Standards, Global Sales, and Revenue Management. This program will be offered approximately two times a year in either our corporate offices in Parsippany, NJ, a location local to our corporate offices, or at a central location in North America. The cost is \$2,000 per attendee for up to a 3 day program plus you will be responsible for your travel, lodging and meal expenses. There are no additional facilitator costs with this training.

Wyndham Rewards Training. All facilities must participate in a training program on our customer loyalty program, Wyndham Rewards. All managers must complete a manager specific web-based training and all front desk associates must complete a general web-based training.

Conferences. We require general managers to attend an annual national leadership conference. The national leadership conference will typically be held every 12 to 18 months and may be included as part of a WHR multi-brand conference. Costs for these conferences are determined annually and billed back to you even if you do not attend the conference.

Regional Meetings. Certain personnel employed at the ~~Hotel~~Facility may be required to attend periodic meetings held to address matters of general interest to the System. We will establish the locations where these programs are offered. If you participate in any of these programs, you must pay any tuition we establish for the program as well as the travel, lodging and meal expenses and wages for your personnel attending it.

No-Show and Cancellation Policy. If you or your general manager, or any other member of your staff you designate, fails to register for a required training program within the required time period, or registers for a training program but fails to attend such program as scheduled without, notifying us in advance, whether such attendance is required or optional, we may charge you a No-Show Fee of up to 100% of the tuition for the program. If you, your general manager or any other member of your staff cancels participation in any training program less than seven (7) days before it is scheduled to be held, we may charge you a Cancellation Fee of up to 50% of the tuition for the program. No-Show and Cancellation Fees are in addition to the tuition you will have to pay at the then offered rate when you or your general manager attends the program. We may assess you additional No-Show or Cancellation Fees for continued failures by you.

ITEM 12. TERRITORY

The franchise is for the development and operation of a single ~~System~~HotelChain Facility at a specified location. In general, we do not permit you to relocate the ~~Hotel~~Facility. We do not usually grant franchisees options, rights of first refusal or similar rights to acquire other ~~System~~HotelsChain Facilities.

Our standard Franchise Agreement does not provide a protected territory. You may face competition from other ~~System~~HotelsChain Facilities, other hotels operating under the Wyndham tradename, franchisees of our Lodging Affiliates, from outlets that an affiliate of ours owns or manages or from other channels of distribution or competitive brands that an affiliate of ours controls. This may include transient lodging facilities, ~~time share~~timeshare resorts, vacation or residence clubs, fractional ownership residences, condominiums or the like which are owned, managed or franchised by our current or former affiliates or by subsequently acquired companies or brands. These competitive outlets could be adjacent, adjoining or proximate to your ~~System~~HotelChain Facility. You will not receive an exclusive territory.

When business circumstances warrant, however, we may in our sole discretion agree to some measure of territorial protection after considering various relevant factors like the size and characteristics of the relevant hotel trading market and your ~~Hotel~~Facility, demographics, concentration and proximity of demand generators, such as meeting and convention facilities, commercial offices, businesses, tourist attractions, and other factors. If we agree to territorial

protection, we will not open or license anyone else to open a ~~System Hotel~~Chain Facility within a defined area for a certain period of time. Territorial protection would not include protection from (i) the establishment of hotels, timeshares, vacation or resort properties or other lodging facilities under other brands that we or our current or former affiliates own, manage or franchise (for example, if you operate a ~~System Hotel~~Chain Facility, protection would not include protection from the establishment of Wyndham Garden hotels), or ~~(ii)~~ (ii) the conversion of another hotel to a ~~System Hotel~~Chain Facility as a result of an acquisition. In addition, any ~~System Hotel~~Chain Facility located within the protected territory when your Franchise Agreement becomes effective may have its franchise renewed or reissued, expanded for additional guest rooms or, if its franchise terminates or is not renewed, replaced with a replacement ~~System Hotel~~Chain Facility having not more than 120% of the guest rooms of the replaced ~~Hotel~~Facility, located within the same protected territory.

We and our affiliates have the right to own, develop and operate, and to license others to develop and operate, hotels and lodging facilities (including, without limitation, upscale, luxury, select service, resort and garden hotels and extended stay facilities), timeshare or vacation ownership resort properties, restaurants or other business operations of any type whatsoever, under the Proprietary Marks, the Wyndham tradename, or under other trade names, trademarks and service marks, at any location except the location specified for the ~~Hotel~~Facility, including locations adjacent, adjoining or proximate to the location specified for the ~~Hotel~~Facility, and that these business operations may compete directly with and adversely affect the operation of the ~~Hotel~~Facility. Any conflicts between you and us regarding territory, customers and our support will be resolved under the Franchise Agreement. We have no procedure for resolving conflicts between you and franchisees of other brands. However, any resolution of any conflicts regarding territory, customers or support services will be entirely within our discretion.

If we decide to grant you a protected territory, the territory may be defined in the Franchise Agreement as a radius from the front door of the ~~Hotel~~Facility or an irregular area bound by one or more streets, highways, governmental jurisdiction boundaries or natural boundaries, or by latitude and longitude and described in words, depicted on a map, or both. There is no minimum protected territory that we offer. Continuation of such territorial exclusivity will typically not depend on your ~~System Hotel~~Chain Facility achieving certain sales volume, market penetration or other contingencies. We may operate, lease, manage, or license any other party to operate a ~~System Hotel~~Chain Facility in the Protected Territory beginning (a) six months before the expiration of your Franchise Agreement, or ~~(b)~~ (b) as of the date that a date for the premature termination of your Franchise Agreement has been confirmed in writing by us. If you are granted a Protected Territory, there are no restrictions on our or our affiliates soliciting or accepting reservations from guests residing in your Protected Territory on behalf of you and other ~~System Hotels~~Chain Facilities, and we reserve the right to continue to do so using our service marks.

We will not restrict you or any other franchisee from soliciting or accepting guest reservations from inside or outside of your local market, including through telemarketing, direct mail, on-line marketing or other means, providing that you comply with applicable law. However, the ~~Hotel~~Facility must not book reservations through any electronic reservation system, booking engine or other channel other than our central reservation system or through approved consumer website(s) or third party distribution sites unless permitted under our System Standards or with our prior written consent. You will participate in System marketing programs in which you make a commitment to serve guests according to the terms of the programs.

In addition, we provide information about and book reservations for hotels operating under the Wyndham tradename, or hotels franchised by the Lodging Affiliates through our toll-free reservation number or an approved consumer website. You will receive no compensation for our sales through our distribution channels, unless we make a reservation on your behalf, in which case, you will receive the revenue from the reservation. We will prioritize ~~System HotelsChain Facilities~~ over other hotels in a destination if there is room availability at a ~~System HotelChain Facility~~, it meets the guest's search criteria, including closest proximity to a point of reference or point of interest, and it is not in default under its Franchise Agreement. The Lodging Affiliates have reciprocal programs for booking reservations at ~~System HotelsChain Facilities~~. We have the right to provide reservation services to lodging facilities other than ~~System HotelsChain Facilities~~ or to other parties.

ITEM 13. TRADEMARKS

We will grant you the right to operate ~~the Hotel~~your Facility under the ~~Proprietary Marks,~~ "Wyndham ~~Hotels and Resorts~~"Marks (defined below), or any new ~~ones~~marks which are included in the System. We may ~~require~~ask or permit you to utilize a secondary designation with the licensed ~~Proprietary~~Mark for the ~~Hotel~~Facility.

Our affiliate, Wyndham Hotels and Resorts, LLC¹, owns the following ~~Proprietary Marks~~service marks that are registered on the principal register of the United States Patent and Trademark Office (~~"USPTO"~~). Affidavits of use and renewal applications have been filed as required by law.

Mark	Registration ~~Number~~ No.	Registration Date
Wyndham®	2,859,133	July 6, 2004
~~W (and square design, black and white)~~	~~3,239,884~~ 	May 8, 2007
~~Wyndham Hotels and Resorts (and design)®~~	~~3,304,835~~	~~October 2, 2007~~
~~W (and design—white on black)®~~	~~2,008,720~~	~~October 15, 1996~~
~~Wyndham Hotels and Resorts®~~	~~4,759,769~~	~~June 23, 2015~~
~~Wyndham Hotels and Resorts (and design)®~~	~~2,096,650~~	~~September 16, 1997~~
~~W (and design—black on white)®~~	~~2,213,900~~	~~December 29, 1998~~

The ~~licensed Proprietary~~ Marks above are owned by Wyndham Hotels and Resorts, LLC and licensed to us under a license agreement effective March 31, 2018 (the "Mark License Agreement") The Mark License Agreement is for a term of 25 years, and authorizes us to sublicense the service marks to our franchisees. In the event the Mark License Agreement terminates, all existing Franchise Agreement will be assigned to Wyndham Hotels and Resorts, LLC, who will assume all of our rights and obligations under the Franchise Agreement. We are

¹References to Wyndham Hotels and Resorts, LLC in this Item 13 mean the owner of the "Wyndham" family of trademarks and not our ultimate parent, Wyndham Hotels & Resorts, Inc.

required under the Mark License Agreement to ensure that all Hotels utilizing the service marks meet our quality assurance standards. ~~There~~

Except as described above, there are no other agreements that currently ~~in-effect-which-could-significantly~~ limit our right to use or ~~to sublicense these Proprietary~~ license the Marks in a manner material to ~~you. You must follow our rules when you~~ the franchise.

Your right to use the ~~Proprietary~~ Marks:

~~You may not use the Proprietary Marks in any business activity except the operation of the Hotel, and you~~ and any other symbols, logos, insignia, trademarks or service marks developed for or with your Wyndham hotel is derived solely from the Franchise Agreement and is limited to the conduct of business under and in compliance with the Franchise Agreement and all applicable specifications, standards and operating procedures we prescribe during the term of the Franchise Agreement. Any unauthorized use of the Marks by you will constitute an infringement of our rights in and to the Marks. You may not use the ~~Proprietary~~ Marks in your corporate name, partnership name, tradename, name of any business entity, legal name, social media profile or handle name, or in any Internet address or domain used to identify a site on the Internet unless otherwise approved by us, but you may use a ~~Proprietary~~ Mark in an assumed business or trade name filing which includes the full name of the ~~Hotel~~ property as designated in the Franchise Agreement. You must ~~identify yourself as a franchisee and follow our instructions for filing and maintaining trade name or fictitious name registrations. You also must sign any~~ cooperate to provide us with documents or other evidence necessary to obtain protection for the ~~Proprietary~~ Marks or to maintain their continued validity and enforceability. As between us, we and our affiliates own all rights in the ~~Proprietary~~ Marks and ~~the~~ associated ~~good will~~ goodwill. You may not contest our or their interest in the ~~Proprietary~~ Marks, or assist anyone else to do so.

You must ~~notify us immediately of any apparent infringement or challenge to the use of any of the Proprietary Marks and of any claim by another person to rights in the Proprietary Marks. You may not communicate with anyone except us, our designated affiliate, and our or your counsel about any such matter. We have complete and sole discretion to take any action we deem appropriate and to exclusively control, or delegate to our affiliate the control of, any settlement, litigation, or other proceeding arising out of any such alleged infringement, challenge or claim or otherwise relating to any Proprietary Mark. You must assist us to protect and maintain our interests in the Proprietary Marks. However, we have no obligation to protect your use of the Proprietary Marks or to protect you from infringement or unfair competition claims arising out of your usage of the Proprietary Marks.~~ promptly notify us of any unauthorized use of the Marks or marks that are confusingly similar to the Marks. You must notify us of any challenge to your right to use, or the ownership of, the Marks. We alone have the right to control any proceeding or litigation involving the Marks, including any settlement. We need not initiate suit against imitators or infringers who do not have a material adverse impact on your Facility or any other suit or proceeding to enforce or protect the System in a matter we do not believe to be material. We also have the right to keep all sums obtained in settlement or as a damages award in any proceeding or litigation without any obligation to share any portion of the settlement sums or damages award with you. You will cooperate with our efforts to resolve these disputes.

We will indemnify, defend and hold you harmless, to the fullest extent permitted by law, from and against all Losses and Expenses (defined in Appendix A of the Franchise Agreement), you incur in any action or claim alleging that your proper use of the Marks is an infringement of a

third party's rights to any trademark, service mark or trade name (Franchise Agreement – Section 8.3). You will promptly notify us in writing when you become aware of any alleged infringement or an action is filed against you. You will cooperate with the defense and resolution of the claim. We may resolve the matter by obtaining a license of the property for you at our expense, or by requiring that you discontinue using the infringing property or modify your use to avoid infringing the rights of others.

We may substitute different marks for or modify the current ~~Proprietary~~ Marks if the current ~~Proprietary~~ Marks can no longer be used, or if we determine in our sole discretion that the substitution or modification will be beneficial to the System. If we transfer our rights under the Franchise Agreement, we may also require the purchaser to substitute different names or marks in connection with the continued operation of the business. In either case, you may be required, at your expense, to discontinue or modify your use of any of the ~~Proprietary~~ Marks or to use one or more additional or substitute names, marks or other identifying symbols. ~~However, if the proposed schedule for discontinuation, substitution or modification of the Proprietary Marks creates undue economic hardship for you, we may extend the time for compliance for a reasonable period.~~

There are no currently effective material determinations of the United States Patent and Trademark Office, Trademark Trial and Appeal Board, the trademark administrator of any state or any court; no pending material infringement, opposition or cancellation actions; nor any pending material federal or state court litigation involving the ~~Proprietary~~ Marks other than as may be stated in this Disclosure Document. We are aware of non-material, unauthorized use of one or more of the ~~Proprietary~~ Marks as part of third party domain names. We ~~know~~ are not aware of ~~no~~ superior prior rights or infringing uses of the Marks that could materially affect your use of ~~the Proprietary Marks with the exception of one historic Wyndham Hotel located in Ambler, Pennsylvania, which is currently not operating them.~~

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no issued patents or patent applications that, as of the date of this Disclosure Document, are material to the franchise or part of your Franchise Agreement. We claim copyright protection in all copyrightable materials developed for our business, including the System Standards, Manual, ~~videotapes~~ videos, training ~~and materials~~, marketing materials (including all advertising and promotional materials), architectural drawings, building designs, interior design manuals and guidelines, ~~logos~~, proprietary fabrics, artwork and furnishings, logos, and business and marketing plans, whether or not registered with the U.S. Copyright Office ("Copyrighted Materials").

~~The Manual and other original materials are proprietary and you must treat this information confidentially. You may not copy, duplicate, record or otherwise reproduce the Manual, any proprietary software, the accompanying documentation, or any other confidential information, knowledge or know how ("Confidential Information"). You can give this Confidential Information only to your employees and agents who need it to operate the Hotel. Under the Franchise Agreement, we may revise the System Standards and you must comply with those changes.~~

~~You will license the OPERA software directly from Oracle Hospitality and not from us. See Item~~

~~11 and Exhibit C-3(a).~~ You will license the OPERA software directly from Oracle Hospitality and not from us. See Item 11 and Exhibit C-2.

You must take all appropriate actions to preserve the confidentiality of our trade secrets, our other information not generally known to the lodging industry, or other information we otherwise impart to you or your representatives in confidence, including the Manual and other documents (the “Confidential Information”). Access to Confidential Information should be limited to persons who need the Confidential Information to perform their jobs and are subject to your general policy on maintaining confidentiality as a condition of employment or who have first signed a confidentiality agreement. You will not permit copying of Confidential Information (including, as to computer software, any translation, decompiling, decoding, modification or other alternation of the source code of this software). You will use Confidential Information only for the Facility and to perform under your Franchise Agreement. We will respond to any inquiry from you about continued protection of Confidential Information.

All Copyrighted Materials and Confidential Information are owned exclusively by us. Your right to use Copyrighted Materials and Confidential Information is derived solely from the Franchise Agreement and is limited to the conduct of the business under and in compliance with the Franchise Agreement and all applicable specifications, standards, and operating procedures we prescribe during the term of the Franchise Agreement. Any unauthorized use of our Copyrighted Materials or any unauthorized use or disclosure of Confidential Information will constitute an infringement of our rights in and to the Copyrighted Materials and Confidential Information.

There is currently no litigation pending involving the Copyrighted Materials or Confidential Information. We do not know of any effective material determinations of the U.S. Copyright Office or any court regarding any of the Copyrighted Materials or Confidential Information. There are no agreements in effect that significantly limit ~~the~~our right to use or license the Copyrighted Materials or Confidential Information.

~~We will indemnify you against third party claims that the Copyrighted Materials we provide to you infringe the property rights of the third party, in the same manner as we will indemnify you for trademark infringement. This obligation is contingent on you modifying or discontinuing the use of the infringing Copyrighted Materials. You must notify us promptly of any infringement claims.~~You must notify us promptly of (i) any adverse or infringing uses of the Copyrighted Materials, Confidential Information or other System intellectual property, or (ii) any threatened or pending litigation related to the System against (or naming as a party) you or us of which you become aware. We alone handle disputes with third parties concerning use of all or any part of the System. You will cooperate with our efforts to resolve these disputes. We need not initiate suit against imitators or infringers who do not have a material adverse impact on your Facility, or any other suit or proceeding to enforce or protect the System in a matter we do not believe to be material. We also have the right to keep all sums obtained in settlement or as a damages award in any proceeding or litigation without any obligation to share any portion of the settlement sums or damages award with you. You will cooperate with our efforts to resolve these disputes.

We will indemnify, defend and hold you harmless, to the fullest extent permitted by law, from and against all Losses and Expenses, you incur in any action or claim alleging that your proper use of the System and any property we license to you, including the Copyrighted Materials or Confidential Information, is an infringement of a third party’s rights to any trade secret, patent,

copyright, trademark, service mark or trade name for as long as the Franchise Agreement is in full force and effect. You will cooperate with the defense and resolution of the claim. We may resolve the matter by obtaining a license of the property for you at our expense, or by requiring that you discontinue using the infringing property or modify your use to avoid infringing the rights of others.

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

You do not have to participate personally in the direct operation of your ~~Hotel~~Facility although we recommend that you do so. If you do not personally manage the ~~Hotel~~Facility, you must hire a management company or individual manager with significant training and experience in general management of similar lodging facilities to manage the ~~Hotel~~Facility. The manager must successfully complete our training program. You are solely responsible for all employment decisions for your ~~Hotel~~Facility, including recruitment, hiring, firing, scheduling, remuneration, personnel policies, training, benefits, safety, security, supervision, discipline and termination, regardless of whether you received advice from us on any of these subjects. The management company or individual manager does not have to own an equity interest in the franchisee or the ~~Hotel~~Facility.

We reserve the right to require you to retain a third party manager or management company approved by us if you do not have significant experience managing a hotel, or are receiving a Development Incentive (see Item 10). If we require you to retain a third party manager or management company, we reserve the right to approve any management agreement between the owner and any approved management company.

You, or your manager/management company, must not divert any business of customer of the ~~Hotel~~Facility to any competitor, or do any other act which may cause harm to the goodwill associated with the Marks and the System.

If you are an entity, your owners, general partners, or controlling shareholders or members must guarantee your obligations under the Franchise Agreement. If you or the owners of the ~~Hotel~~Facility are located in a community property or tenancy by the entirety – no severance state, your owners' spouses must also sign the guaranty. We may make exceptions to the obligation to provide a guaranty when business circumstances warrant.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may not offer goods or services in your ~~Hotel~~Facility that we do not authorize. You must operate the ~~Hotel~~Facility in strict conformity with the standards we specify in the Franchise Agreement, our Manual, or otherwise.

You must use the ~~Hotel~~Facility premises solely for the operation of a ~~System–Hotel~~Chain Facility. You may not share the ~~Hotel~~Facility's swimming pool (if any), front desk, telephone system, parking lot and other guest service facilities with another lodging or housing facility. You may not develop or operate a timeshare or vacation ownership resort that is integrated into, or that shares amenities or services with, the ~~Hotel~~Facility without our advance written consent. You may not use the ~~Hotel~~Facility for gaming purposes without our consent or install any

electronic or video games, vending machines or similar items that we have not approved. You may not permit any activity at the ~~Hotel~~[Facility](#) which would negatively impact the goodwill of the System.

You may not provide any guest service or offer any product except as described in the Manual or otherwise in writing, and you must offer all System-wide products, services and programs we establish or that we determine to be in the best interest of the System. These may include guest-accessible high speed Internet service, guest recognition programs such as “Wyndham Rewards,” complimentary services for senior citizens, children, [veterans](#) and frequent guests, travel agent and other programs.

You must provide food and beverage service that meets our standards and specifications. All ~~System Hotels~~[Chain Facilities](#) must offer all menu items and beverages we prescribe in the Manual or otherwise approve.

We may add to or modify any of the programs, products or services we require you to offer, and you must comply with the changes we adopt. There are no contractual limitations on the frequency and cost of your obligation to adopt our changes.

You must participate in our Best Rate Guarantee program and may not make available room rates through any publicly available channel which are lower than the rates you offer through our brand channels.

We grant this franchise only for the number of guest rooms specified in the Franchise Agreement. You may not change the number of guest rooms or make other structural changes to the ~~Hotel~~[Facility](#) without our advance written consent.

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP

Category	Section in Franchise Agreements	Section in Signature Reservation Services Agreement	Section in Supplemental Services Agreement – OPERA	Summary

a. Length of the franchise term	~~Section 2~~ ~~and~~ Attachment A.5	2-	6	20 years for new construction; 15 years for conversions and transfers. Unless earlier terminated in accordance with agreement, Supplemental Services Agreement continues in full force and effect until notice of termination of your agreement with Oracle or the expiration of the term of your license to operate the ~~Hotel~~ Facility under the Franchise Agreement, whichever comes first.
Category	<u>Section in Franchise Agreements</u>	<u>Section in Signature Reservation Services Agreement</u>	<u>Section in Supplemental Services Agreement – OPERA</u>	<u>Summary</u>
b. Renewal or extension of the term	~~Section 2~~ 5	Not Applicable	Not Applicable	Neither party has renewal rights. Any continuation of the ~~Hotel~~ Facility's affiliation with the System is subject to your execution and delivery of our then current form of Franchise Agreement, which may differ materially from your current Agreement and may require payment of different and higher fees and substantial capital investment in the ~~Hotel~~ Facility as a condition of continued affiliation.
c. Requirements for franchisee to renew or extend	~~Section 2~~ Not Applicable	Not Applicable	Not Applicable	No renewal or extension rights.
Category	<u>Section in Franchise Agreements</u>	<u>Section in Signature Reservation Services Agreement</u>	<u>Section in Supplemental Services Agreement – OPERA</u>	<u>Summary</u>

d. Termination by franchisee	~~19B~~ 11.3, 15.6	Not Applicable	Not Applicable	When business circumstances warrant, you and we may agree to include in the Franchise Agreement mutual termination rights exercisable without penalty or cause on predetermined anniversaries of the ~~Hotel~~ Facility 's opening date if certain conditions are met. If Franchisee elects not to repair or rebuild the ~~Hotel~~ Facility due to a Casualty event, Franchisee shall have the right to terminate upon written notice to ~~Franchisor~~ us within 60 days of closing of the ~~Hotel~~ Facility ; Franchisee will be obligated to pay liquidated damages as set forth in Section 18.
e. Termination by franchisor without cause	Not Applicable	Not Applicable	Not Applicable	When business circumstances warrant, you and we may agree to include in the Franchise Agreement mutual termination rights exercisable without penalty or cause on predetermined anniversaries of the ~~Hotel~~ Facility 's opening date if certain conditions are met.
Category	Section in Franchise Agreements	Section in Signature Reservation Services Agreement	Section in Supplemental Services Agreement – OPERA	Summary



f. Termination by franchisor with cause	~~Sections 17, 19, 23.B, ——— New Construction Addendum (NCA) 11.2, 17.1, Schedule D~~	Not Applicable	7.1	We may terminate the Franchise Agreement if you default or fail to provide the Certification per the Franchise Agreement. If the ~~Hotel~~Facility is condemned, the Franchise Agreement shall terminate. If the ~~Hotel~~Facility is terminated due to condemnation and unless Franchisee or an affiliate has then signed a franchise agreement or management agreement to replace the ~~Hotel~~Facility in its trading area with a ~~System-Hotel, Franchisee~~Chain Facility, you shall pay ~~Franchisor~~us, from the condemnation award, Liquidated Damages as specified in Section 18 of the Franchise Agreement (Exhibit C-1). We may terminate the Supplemental Services Agreement for cause (see explanation below).
g. “Cause” defined – curable defaults	~~Section 17.B.11.1, Schedule D~~	Not Applicable	7.1	Failure to pay any monies owed and no cure within 10 days; failure to comply with any of the requirements imposed by the Franchise Agreement within 30 days after notice.
h. “Cause” defined – non-curable defaults	<u>11.2, 17.1, Schedule D</u>	<u>Not Applicable</u>	<u>7.1</u>	<u>Discontinue operation; lose possession or the right to possession of the Facility; threat to public health or safety; conviction of certain crimes; failure to comply with certain confidentiality covenants; failure to comply with transfer requirements; underreporting of Gross Room Revenues; insolvency; general assignment for benefit of creditors; bankruptcy; receivership; failure to satisfy outstanding judgments</u>
Category	Section in Franchise Agreements	Section in Signature Reservation Services Agreement	Section in Supplemental Services Agreement – OPERA	Summary

h. ~~“Cause” defined- non curable defaults~~	~~Sections 17.A.~~	~~Not Applicable~~	~~7.1~~	~~Discontinue operation; lose possession or the right to possession of the Hotel; threat to public health or safety; conviction of certain crimes; failure to comply with certain confidentiality covenants; failure to comply with transfer requirements; underreporting of Gross Room Revenues; insolvency; general assignment for benefit of creditors; bankruptcy; receivership; failure to satisfy outstanding judgments for 90 days or longer; dissolution; execution of levy; sale after levy; foreclosure; abandonment or forfeiture of right to do business; or repeated failure to adhere to System Standards.~~
i. Franchisee's obligations on termination/non-renewal	~~Section 18.~~ <u>13</u>	Not Applicable	9.7, 9.13	Stop operating the ~~Hotel~~ <u>Facility</u> ; ~~deidentify~~ <u>de-identify</u> the ~~Hotel~~ <u>Facility</u> ; cancel assumed name certificates; pay liquidated damages and other amounts; return Manual, software and other proprietary materials, and at our option, sell us your signs, advertising materials, supplies, inventory or other items bearing the Proprietary Marks.
j. Assignment of contract by franchisor	~~Section 15.A.~~ <u>10</u>	7.	9.11	We have the unconditional right to transfer or assign our rights or obligations.
Category	Section in Franchise Agreement	Section in Signature Reservation Services Agreement	Section in Supplemental Services Agreement — OPERA	Summary
k. “Transfer” by franchisee – defined	~~Section 15.B.~~ <u>9</u> <u>Appendix A</u>	Not Applicable	Not Applicable	Includes sale, transfer, conveyance, pledge, mortgage, or other encumbrance of any interest in the ~~Hotel~~ <u>Facility</u> (except interests of limited partners), the Franchise Agreement, the Franchisee or in any person or entity that owns a controlling interest in the Franchisee.

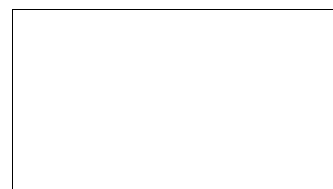
l. Franchisor approval of transfer by franchisee	~~Section 15.B.9~~	Not Applicable	Not Applicable	We must consent and you must meet conditions before transferring, subject to limited exceptions for affiliate and intra- family transfers and for certain financing arrangements. You may be obligated to repay a Development Incentive loan or other benefit unless we consent to the transferee assuming the repayment obligation. See Item 10.
Category	<u>Section in Franchise Agreements</u>	<u>Section in Signature Reservation Services Agreement</u>	<u>Section in Supplemental Services Agreement – OPERA</u>	<u>Summary</u>
m. Conditions for franchisor approval of transfer	~~Section 15.9.3~~	Not Applicable	Not Applicable	Transferor must deliver a copy of the sale and purchase agreement; pay all amounts owed; sign a general release; pay (or cause to be paid) an Application Fee; pay a transfer fee (the amount of the Application Fee actually paid to us will be credited against the transfer fee). Transferee must meet our criteria; attend training; sign then- current Franchise Agreement; complete training.
n. Franchisor's right of first refusal to acquire franchisee's business	~~Section 15.F.9.7.~~	Not Applicable	Not Applicable	After 30 days' written notice, option to purchase on the same terms offered by the third party.
Category	<u>Section in Franchise Agreements</u>	<u>Section in Signature Reservation Services Agreement</u>	<u>Section in Supplemental Services Agreement – OPERA</u>	<u>Summary</u>
o. Franchisor's option to purchase franchisee's business	Not Applicable	Not Applicable	Not Applicable	Not Applicable
p. Death or disability of franchisee	~~Section 15.E.9.4.~~ Appendix A	Not Applicable	Not Applicable	Upon death or permanent disability of you or any controlling principal, the person's interest may be transferred within 6 months to someone that we approve.

q. Non-competition covenants during the term of the franchise	~~Not Applicable~~ <u>2.3.11</u>	Not Applicable	Not Applicable	Not Applicable
r. Non-competition covenants after the franchise is terminated or expires	Not Applicable	Not Applicable	Not Applicable	Not Applicable
s. Modification of the agreement	~~Sections 11.B. and 25 and Attachment B.4.5, 17.2, Schedule C~~	7.	Not Applicable	Franchise Agreement may not be modified unless mutually agreed to in writing. Certain fees set forth in Attachment B may be modified on 30 days written notice. You must comply with Manual as amended. We may modify the Manual and Wyndham Rewards Front Desk Guide.
Category	Section in Franchise Agreements	Section in Signature Reservation Services Agreement	Section in Supplemental Services Agreement – OPERA	Summary
				<u>amended. We may modify the Manual and Wyndham Rewards Front Desk Guide.</u>
t. Integration / ~~merger~~ <u>merger</u> clause	~~Section 25.17.7.3~~	Not Applicable	9.5	Only the Franchise Agreement and representations included in this Franchise Disclosure Document are binding (subject to applicable state law). No other representations or promises will be binding.
u. Dispute resolution by arbitration or mediation	~~Sections 27.A. 17.6.2~~	3.	9.12	You agree to contractual mediation before bringing a claim, except that we can bring an action for money owed, for injunctive or other extraordinary relief, or involving the ~~Hotel~~ <u>Facility</u> premises in any court with jurisdiction without first going to mediation.
Category	Section in Franchise Agreements	Section in Signature Reservation Services Agreement	Section in Supplemental Services Agreement – OPERA	Summary

v. Choice of forum	~~Section 27.B.~~ 17.6.3	3.	9.6	Except as otherwise provided by applicable state law, mediation and litigation in New Jersey, except for actions involving monies owed, injunctive or extraordinary relief, or actions involving the ~~Hotel~~ Facility premises that we may bring elsewhere (subject to state law). You may not be required to litigate in New Jersey or apply New Jersey law. See the State Addenda in Exhibit A.
w. Choice of law	~~Section 27.C.~~ 17.6.1	3.	9.6	New Jersey law or as otherwise required by applicable state law (subject to state law). You may not be required to litigate in New Jersey or apply New Jersey law. See the State Addenda in Exhibit A.

ITEM 18. PUBLIC FIGURES

We do not use any public figure to promote the sale of the franchise.



ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS

General Information

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 Document. Financial performance information that differs from that included in this 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.

Lodging chains typically report financial performance metrics of their properties on the basis of Average Daily Room Rate ("ADR") (gross room revenue divided by the number of occupied guest rooms), "Occupancy Rate" (the percentage of available guest rooms actually occupied by guests), and "RevPAR" or gross room revenue per available room (Occupancy Rate multiplied by Average Daily Room Rate). Our System also reports on central reservation system activity, such as the estimated gross room revenue generated from reservations booked through the central reservation center or via the Internet. In calculating gross room revenue in this Item 19, we take the price paid by the consumer for the room, after all discounts, credits and allowances, and subtract all applicable taxes.

The information in this Item 19 is a historic financial performance representation about our existing ~~System Hotels~~Chain Facilities in the United States (including the continental United States, Alaska, ~~and Hawaii, and Puerto Rico~~) ~~and Canada~~. The ~~System Hotels~~Chain Facilities are either operated by franchisees or by our affiliates. The financial performance representations in this Item 19 do not include information from any ~~System Hotels~~Chain Facilities that were open on January 1, ~~2018~~2019 but left the System on or before December 31, ~~2018~~2019. For clarity, in ~~2018~~2019, ~~1 System Hotel~~5 Chain Facilities left the System. ~~The 1 System Hotel~~None of the 5 Chain Facilities that left the System in ~~2018 was not~~2019, were open in the System less than 12 months.

Average and Median ADR, Occupancy Rate, and RevPAR

The ADR, Occupancy Rate, and RevPAR of a ~~Hotel~~Facility new to the System are likely to differ from the results stated below. We do not represent that you will achieve these results at your ~~Hotel~~Facility. No inference as to expenses, costs of services, or profits relating to existing or future ~~Hotels~~Facilities should be drawn from the following information. If you rely on our figures, you must accept the risk of not doing as well.

The table below sets forth the average and median ADR, Occupancy Rate, and RevPAR for Mature ~~Hotels~~Chain Facilities operated by franchisees or by our affiliate for the period from January 1, ~~2018~~2019 through December 31, ~~2018~~2019.¹ "Mature ~~Hotels~~Chain Facilities" are those

¹If a Chain Facility changed ownership during 2019, then all ADR, Occupancy Rate and RevPAR information for the Facility in this Item 19 is reflected only from the date of the subsequent owner's acquisition of the Facility through December 31, 2019.

~~Hotels~~Chain Facilities in the United States ~~and Canada~~[†]operated by franchisees or by our affiliate that opened as ~~System~~~~Hotels~~Chain Facilities before January 1, ~~2016~~2017, remained in operation throughout ~~2016~~, 2017, ~~and~~ 2018 and ~~2019, and~~ achieved a ‘Comparable Social

[†]~~Revenue information from Canadian Hotels was converted into U.S. dollars based on the average OANDA exchange rate each month.~~

Review Score².” The information is ~~segmented by Social Review Score and~~ presented in the aggregate. The total number of ~~System Hotels~~Chain Facilities in the United States ~~and Canada~~ as of December 31, ~~2018~~2019 was ~~39~~35. Of the ~~39 Hotels~~35 Chain Facilities, ~~29~~15 were Mature ~~Hotels operated by franchisees or by our affiliate~~Chain Facilities.

		Average Daily Room Rate				Occupancy Rate				RevPAR			
Social Review Score	Total # of Mature ~~Hotel~~ <u>Facilities</u>	Avg.	# Meet or ~~Exceeded~~ <u>Exceeded</u> Avg.	% Meet or Exceed Avg.	Median	Avg.	# Meet or Exceed Avg.	% Meet or Exceed Avg.	Median	Avg.	# Meet or Exceed Avg.	% Meet or Exceed Avg.	Median
~~4.0~~ — ~~5.0~~	16	\$134.99	7	43.8%	\$129.96	70.4%	9	56.3%	72.4%	\$95.09	8	50.0%	\$95.89
~~3.0~~ — ~~3.9~~	13	\$150.97	3	23.1%	\$108.70	67.3%	6	46.2%	62.1%	\$101.67	4	30.8%	\$76.74
Total Sample	~~29~~ <u>15</u>	~~\$144.47~~ <u>\$148.22</u>	~~10~~ <u>5</u>	~~34.5%~~ <u>33.3%</u>	~~\$127.64~~ <u>\$117.96</u>	~~68.6%~~ <u>70.3%</u>	~~17~~ <u>8</u>	~~58.6%~~ <u>53.3%</u>	~~71.3%~~ <u>70.5%</u>	~~\$99.07~~ <u>\$104.18</u>	~~11~~ <u>5</u>	~~37.9%~~ <u>33.3%</u>	~~\$80.93~~ <u>\$71.57</u>

Of the ~~29~~15 Mature ~~Hotels~~Facilities whose information is reflected in the table above, ~~14~~5 were operated by our affiliates (the “Affiliate Group”).

For the period from January 1, ~~2018~~2019 to December 31, ~~2018~~2019, the Affiliate Group achieved an average ADR of ~~\$143.22~~\$107.85 and a median ADR of ~~\$139.43~~\$99.87. Of the ~~14~~5 members of the Affiliate Group, ~~6~~2 or ~~42.9%~~40.0% met or exceeded that average ADR. ~~The 9 members of the Affiliate Group that achieved a Social Review Score of 4.0 to 5 achieved an average ADR of \$137.59 and a median ADR of \$137.24. Of those 9 members of the Affiliate Group, 4 or 44.4% met or exceeded that average ADR. The 5 members of the Affiliate Group that achieved a Social Review Score of 3.0 to 3.99 achieved an average ADR of \$148.96 and a median ADR of \$149.44. Of those 5 members of the Affiliate Group, 3 or 60% met or exceeded that average ADR.~~ For the period from January 1, ~~2018~~2019 to December 31, ~~2018~~2019, the Affiliate Group achieved an average ~~ADR~~Occupancy Rate of ~~\$137.59~~\$65.70 and a median ~~ADR~~Occupancy Rate of ~~\$137.24~~\$71.7%. Of ~~those 9~~the 5 members of the Affiliate Group, ~~4~~4 or ~~44.4%~~80.0% met or exceeded that average ~~ADR~~Occupancy Rate. For the period from January 1, ~~2018~~2019 to December 31, ~~2018~~2019, the Affiliate Group achieved an average ~~Occupancy Rate~~RevPAR of ~~72.7%~~\$65.70 and a median ~~Occupancy Rate~~RevPAR of ~~76.0%~~\$71.57. Of the ~~14~~5 members of the Affiliate Group, ~~10~~4 or ~~71.4%~~80.0% met or exceeded that average ~~Occupancy Rate~~RevPAR. The ~~9~~5 members of the Affiliate Group that achieved a Social Review Score of 4.0 to 5 achieved an average ~~Occupancy Rate~~RevPAR of ~~73.2%~~\$65.70 and a median ~~Occupancy Rate~~RevPAR of ~~75.9%~~\$71.57. Of those ~~9~~5 members of the Affiliate Group, ~~6~~4 or ~~66.7%~~80.0% met or exceeded that average ~~Occupancy Rate~~RevPAR. The ~~5~~5 members of the Affiliate Group that achieved a Social Review Score of 3.0 to 3.99 achieved an average ~~Occupancy Rate~~RevPAR of ~~72.1%~~\$65.70 and a median ~~Occupancy Rate~~RevPAR of ~~76.6%~~\$71.57. Of those ~~5~~5 members of the Affiliate Group, ~~4~~5 or ~~80%~~100% met or exceeded that average ~~Occupancy Rate~~RevPAR.

~~For the period from January 1, 2018 to December 31, 2018, the Affiliate Group achieved an average RevPAR of \$104.09 and a median RevPAR of \$108.35. Of the 14 members of the Affiliate Group, 8 or 57.1% met or exceeded that average RevPAR. The 9 members of the~~

² A “Comparable Social Review Score” means that, for the 12-month period ending December 31, ~~2018~~2019, a ~~System Hotel~~Chain Facility (i) received at least ten total reviews via Medallia, which aggregates reviews from ~~Trip Advisor~~Tripadvisor, major online travel agencies, and other online social review sites, and (ii) achieved an average score from such reviews of ~~3.0~~3.8 or above.

~~Affiliate Group that achieved a Social Review Score of 4.0 to 5 achieved an average RevPAR of \$100.74 and a median RevPAR of \$107.89. Of those 5 members of the Affiliate Group, 5 or 55.6% met or exceeded that average RevPAR. The 5 members of the Affiliate Group that achieved a Social Review Score of 3.0~~

~~to 3.99 achieved an average RevPAR of \$107.44 and a median RevPAR of \$114.43. Of those 5 members of the Affiliate Group, 3 or 60.0% met or exceeded that average RevPAR.~~

Of the ~~29~~¹⁵ Mature ~~Hotels~~^{Facilities} whose information is reflected in the table above, ~~15~~¹⁰ were operated by franchisees (the "Franchisee Group").

For the period from January 1, ~~2018~~²⁰¹⁹ to December 31, ~~2018~~²⁰¹⁹, the Franchisee Group achieved an average ADR of ~~\$145.81~~^{\$161.11} and a median ADR of ~~\$112.30~~^{\$123.66}. Of the ~~15~~ members of the Franchisee Group, ~~4 or 26.7%~~ met or exceeded that average ADR. The ~~7~~ members of the Franchisee Group that achieved a Social Review Score of 4.0 to 5 achieved an average ADR of \$130.33 and a median ADR of \$113.85. Of those ~~7~~ members of the Franchisee Group, ~~3 or 42.9%~~ met or exceeded that average ADR. The ~~8~~ members of the Franchisee Group that achieved a Social Review Score of 3.0 to 3.99 achieved an average ADR of \$152.49 and a median ADR of \$94.92. Of those ~~8~~ members of the Franchisee Group, ~~1 or 12.5 %~~ met or exceeded that average ADR.

~~For the period from January 1, 2018 to December 31, 2018, the Franchisee Group achieved an average Occupancy Rate of 64.7% and a median Occupancy Rate of 59.9%. Of the 15 members of the Franchisee Group, 6 or 40% met or exceeded that average Occupancy Rate. The 7 members of the Franchisee Group that achieved a Social Review Score of 4.0 to 5 achieved an average Occupancy Rate of 66.0% and a median Occupancy Rate of 69.8%. Of those 7 members of the Franchisee Group, 4 or 57.1% met or exceeded that average Occupancy Rate. The 8 members of the Franchisee Group that achieved a Social Review Score of 3.0 to 3.99 achieved an average Occupancy Rate of 64.1% and a median Occupancy Rate of 53.7%. Of those 8~~¹⁰ members of the Franchisee Group, ~~2 or 25.0%~~ met or exceeded that average ~~Occupancy Rate.~~^{ADR.} For the period from January 1, ~~2018~~²⁰¹⁹ to December 31, ~~2018~~²⁰¹⁹, the Franchisee Group achieved an average ~~RevPAR~~^{Occupancy Rate} of ~~\$94.30~~^{73.9%} and a median ~~RevPAR~~^{Occupancy Rate} of ~~\$72.70~~^{69.4%}. Of the ~~15~~¹⁰ members of the Franchisee Group, ~~42 or 26.7~~^{20.0%} met or exceeded that average ~~RevPAR.~~^{Occupancy Rate.} For the period from January 1, 2019 to December 31, 2019, the ~~Franchisee Group~~ achieved an average RevPAR of ~~\$86.00~~^{\$119.09} and a median RevPAR of ~~\$78.37~~^{\$78.04}. Of ~~those 7~~^{the 10} members of the Franchisee Group, ~~3 or 42.9%~~ met or exceeded that average RevPAR. The ~~8~~ members of the Franchisee Group that achieved a Social Review Score of 3.0 to 3.99 achieved an average RevPAR of \$97.77 and a median RevPAR of \$60.22. Of those ~~8~~ members of the Franchisee Group, ~~1 or 12.5~~^{30.0%} met or exceeded that average RevPAR.

The information above was obtained from the monthly revenue reports of ~~System Hotels~~^{Chain Facilities} and represents the most reliable information available to us. For any months in which ~~System Hotels~~^{Chain Facilities} did not submit revenue reports, Occupancy and ADR were computed based upon actual data sent to us each night by the ~~Hotel~~^{Facility}'s property management system. ADR, Occupancy, and RevPAR vary from ~~System Hotel to System Hotel~~^{Chain Facility to Chain Facility} and depend on many factors, including competition, general economic conditions, the length and intensity of the hotel trading seasons, management decisions to

raise or lower rates to induce changes in occupancy or revenue, geographic location, climate, weather conditions, age and condition of the hotel and cost factors. You set your own room rates.

Central Reservation System Contribution, Global Sales Organization and Wyndham Rewards Activity

The following information provides ~~SystemChain~~-wide totals and averages for all Chain Facilities in the United States as of December 31, 2019 operated by franchisees or by our affiliate.

The contribution that the Central Reservation System will make to a new ~~System-HotelChain Facility~~'s revenue, rates or occupancy is likely to vary from the averages and medians presented below. If you rely on our figures, you must accept the risk of not doing as well.

The "Central Reservation System" means reservations processed ~~through~~via our ~~customer-call center~~and the Lodging Affiliates' call centers ("Call Centers"), our ~~and the Lodging Affiliates'~~ brand websites ("Brand Websites"), other electronic channels such as the global distribution systems ("GDS"), the Wyndham Rewards loyalty program, third party websites, and certain reservations by ~~our~~the Global Sales Organization.

~~The following data includes information for all System Hotels in the United States and Canada³ as of December 31, 2018 for which information was available⁴, regardless of when they joined the System or the Hotel's Social Review Score.~~

The Central Reservation System booked ~~1,839,622~~1,715,262 Counted Room Nights for ~~System-HotelsChain Facilities~~ in the United States~~-and-Canada~~. "Counted Room Nights" include room nights for a stay with an arrival between January 1, ~~2018~~2019 and December 31, ~~2018~~2019. For greater clarity, Counted Room Nights may include room nights after December 31, ~~2018~~2019, provided the first night of occupancy for such stays occurred on or before December 31, ~~2018~~2019. These room nights yielded estimated gross room revenue, net of cancellations, of ~~\$259,669,289~~\$241,449,495 with an Average Daily Room Rate of ~~\$141.15~~\$140.77 and a Median Daily Room Rate of ~~\$117.69~~\$119.76. Of the ~~39~~35 franchised and managed ~~System-HotelsChain Facilities~~, ~~12~~11 or ~~31~~31.43% had an Average Daily Room Rate that met or exceeded the above Average Daily Room Rate.

The Central Reservation System booked ~~914,817~~864,078 Counted Room Nights for the ~~25-System-Hotels~~22 Chain Facilities in the United States~~-and-Canada~~ operated by franchisees. These room nights yielded estimated gross room revenue, net of cancellations, of ~~\$124,293,981~~\$117,354,759, with an average ADR of ~~\$135.87~~\$135.82, and a median ADR of ~~\$106.03~~\$111.93. Of the ~~25~~22 franchised ~~System-HotelsChain Facilities~~, ~~6~~7, or ~~24~~31.82% had an ADR that met or exceeded that average ADR.

The Central Reservation System booked ~~924,805~~851,184 Counted Room Nights for the ~~14-System-Hotels~~13 Chain Facilities in the United States~~-and-Canada~~ operated by our affiliates.

³Revenue information from Canadian Hotels was converted into U.S. dollars based on the average OANDA exchange rate each month.

⁴The contribution information reflected in this section was only available for 38 of the 39 System Hotels open in the United States and Canada as of December 31, 2018.

These room nights yielded estimated gross room revenue, net of cancellations, of ~~\$135,375,308~~124,094,737, with an average ADR of ~~\$146.38~~145.79, and a median ADR of ~~\$140.88~~139.88. Of the ~~14, System Hotels~~13 Chain Facilities operated by our affiliates, 5, or ~~35.71~~38.46%, had an ADR that met or exceeded that average ADR.

Also included in the Central Reservation System figures presented in the ~~paragraph~~paragraphs above are bookings by ~~our~~the Global Sales Organization (“GSO”) and members of the Wyndham Rewards loyalty program.

Reservations by the GSO were made through ~~our call centers, our brand websites~~the Call Centers, the Brand Websites, other electronic channels and directly with ~~System Hotels~~Chain Facilities.⁶³

The GSO booked ~~616,274,525,921~~ Counted Room Nights for ~~System Hotels~~Chain Facilities in the United States ~~and Canada~~ for arrivals between January 1, ~~2018~~2019 and December 31, ~~2018~~2019. These Counted Room Nights generated estimated gross room revenue, net of cancellations, of ~~\$83,417,419~~80,705,717, with an Average Daily Room Rate of ~~\$135.36~~153.46, and a Median Daily Room Rate of ~~\$114.78~~135.03. Of the ~~39, System Hotels 13, or 33.33~~35 managed or franchised Chain Facilities, 10, or 28.57%, had an Average Daily Room Rate that met or exceeded the foregoing Average Daily Room Rate.

The GSO booked ~~261,291,228,233~~ Counted Room Nights for the ~~25, System Hotels~~22 Chain Facilities in the United States ~~and Canada~~ operated by franchisees. These room nights yielded estimated gross room revenue, net of cancellations, of ~~\$34,214,740~~33,946,084, with an average ADR of ~~\$130.95~~148.73, and a median ADR of ~~\$109.07~~120.16. Of the ~~25, 22~~ franchised ~~System Hotels~~Chain Facilities, ~~86~~, or, ~~32~~27.27% had an ADR that met or exceeded that average ADR.

The GSO booked ~~354,983,297,688~~ Counted Room Nights for the ~~14~~13, ~~System Hotels~~Chain Facilities in the United States ~~and Canada~~ operated by our affiliates. These room nights yielded estimated gross room revenue, net of cancellations, of ~~\$49,202,680~~46,759,633, with an average ADR of ~~\$138.61~~157.08, and a median ADR of ~~\$127.89~~142.19. Of the ~~14, System Hotels~~13 Chain Facilities operated by our affiliates, ~~75~~, or, ~~50~~38.46%, had an ADR that met or exceeded that average ADR.

Reservations by Wyndham Rewards members were made through ~~our call centers, our brand websites~~the Call Centers, the Brand Websites, other electronic channels and directly with ~~System Hotels~~Chain Facilities. The Wyndham Rewards loyalty program booked ~~840,770,780,899~~ Counted Room Nights for ~~System Hotels~~Chain Facilities in the United States ~~and Canada~~ for arrivals between January 1, ~~2018~~2019 and December 31, ~~2018~~2019. These room nights generated estimated gross room revenue, net of cancellations, of ~~\$119,757,862~~110,478,316.⁶⁴

The Wyndham Rewards loyalty program booked ~~397,065~~364,754 Counted Room Nights for the ~~25 System Hotels~~22 Chain Facilities in the United States ~~and Canada~~ operated by franchisees. These room nights yielded estimated gross room revenue, net of cancellations, of ~~\$53,824,065~~49,601,971.

⁶³ The numbers disclosed in this Item 19 include 42.5% of reservations made directly with Chain Facilities through the GSO. This percentage is derived from the average percentage of stays primarily attributable to the GSO across certain chains franchised by the Lodging Affiliates for the 12-month period ended December 31, 2019.

⁶⁴ The Wyndham Rewards revenue disclosed in this Item 19 is derived from the percentage of Wyndham Rewards member-occupied room nights at each ~~System Hotel~~Chain Facility, from January 1, ~~2018~~2019 through December 31, ~~2018~~2019.

The Wyndham Rewards loyalty program booked ~~443,705~~416,145 Counted Room Nights for the ~~14 System Hotels~~13 Chain Facilities in the United States ~~and Canada~~ operated by our affiliates. These room nights yielded estimated gross room revenue, net of cancellations, of ~~\$65,933,797~~\$60,876,345.

The following table sets forth the revenue contribution generated by the Central Reservation System (including by Wyndham Rewards members) for all ~~System Hotels~~Chain Facilities from Counted Room Nights in the United States ~~and Canada~~, expressed as a percentage of all ~~System Chain~~-wide gross room revenue. It also sets forth the revenue contribution generated by Wyndham Rewards members from Counted Room Nights, expressed as a percentage of all Chain-wide gross room revenue. The information is reported to us by all ~~System Hotels~~Chain Facilities in the System.

Source	Revenue Contribution	Source	Revenue Contribution
Total Central Reservation System	~~70.56%~~ <u>68.73%</u>	Wyndham Rewards (included in Total)	~~32.54%~~ <u>31.4%</u> <u>5%</u>

We have written substantiation for the historical performance representations contained in this Item 19, which we will make available to you upon reasonable request. We will not disclose the performance data of a specific ~~Hotel~~Facility and its identity without the franchisee's prior written consent.

Actual results may vary from hotel to hotel and we cannot estimate the results of any particular ~~Hotel~~Facility or franchise.

Other than the preceding financial performance representations, we do not make any financial performance representations about a franchisee's future performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing or former outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Paul F. Cash, Executive Vice President and General Counsel, Wyndham Franchisor, LLC, 22 Sylvan Way, Parsippany, New Jersey 07054, (973) 753-6333; the Federal Trade Commission; and the appropriate state regulatory agencies.

~~[Remainder of Page Intentionally Left Blank]~~

ITEM 20. ~~LIST OF~~ OUTLETS AND FRANCHISEE INFORMATION¹

Table No. 1
Systemwide ~~Hotels~~Outlet
Summary
For Years ~~2016~~2017 to ~~2018~~2019 (U.S. Only)

¹ For purposes of this Item 20, U.S. includes the continental United States, Alaska, Hawaii, and Puerto Rico.

Column 1 ~~Hotel-~~ ~~TypeOu~~ ~~tlet~~	Column 2 Year	Column 3 ~~Hotels~~ <u>Outlets</u> at the Start of the Year	Column 4 ~~Hotels~~ <u>Outlets</u> at the End of the Year	Column 5 Net Change
Franchised	~~2016~~ <u>2017</u>	21	~~24~~ <u>23</u>	~~0~~ <u>2</u>
	~~2017~~	~~24~~	~~23~~	~~2~~
	2018	23	26	3
	<u>2019</u>	<u>26</u>	<u>22</u>	<u>-4</u>
Managed ²	~~2016~~ <u>2017</u>	17	~~47~~ <u>14</u>	~~0~~ <u>-3</u>
	~~2017~~	~~47~~	~~44~~	~~-3~~
	2018	14	14	0
	<u>2019</u>	<u>14</u>	<u>13</u>	<u>-1</u>
Company-Owned	~~2016~~ <u>2017</u>	0	0	0
	~~2017~~	~~0~~	~~0~~	~~0~~
	2018	0	0	0
<u>Column 1</u> <u>Outlet</u>	<u>Column 2</u> <u>Year</u>	<u>Column 3</u> <u>Outlets at the Start</u> <u>of the Year</u>	<u>Column 4</u> <u>Outlets at the End</u> <u>of the Year</u>	<u>Column 5</u> <u>Net Change</u>
~~Total Hotels~~	~~2016~~ <u>2019</u>	~~38~~ <u>0</u>	~~38~~ <u>0</u>	0
<u>Total Outlets</u>	<u>2017</u>	<u>38</u>	<u>37</u>	<u>-1</u>
	<u>2018</u>	<u>37</u>	<u>40</u>	<u>3</u>
	<u>2019</u>	<u>40</u>	<u>35</u>	<u>-5</u>

Table No. 2³

(a)
Transfers of Franchised ~~Hotels~~ Outlets to New Owners (Other than the
Franchisor) For Years ~~2016~~2017 to ~~2018~~2019 (U.S. Only)

Column 1 State ⁴	Column 2 Year	Column 3 Number of Transfers
California	~~2016~~ <u>2017</u>	~~0~~ <u>1</u>
	~~2017~~ <u>2018</u>	~~4~~ <u>0</u>

² Managed ~~hotels~~ Facilities are operated pursuant to a Management Agreement between an affiliate of ours and the owner of the hotel. Franchised ~~Hotels~~ Facilities are independently owned and operated.

³ Excluded from these tables were any (i) assignments by initial franchisees to affiliated entities using our Assignment and Assumption Agreement form, and (ii) temporary operating agreements with financial institutions and agreements with receivers.]

⁴ There have not been any transfers of Wyndham ~~Hotels~~ Facilities from franchisees to new owners in any states that are not listed in the table.]

	2018 2019	0
	2016	0
Total	2017	1
	2018	0
	2019	0

Table No. 2(b)

**Transfers of Managed Hotels to New Owners (Other than the Franchisor)
For Years 2016 to 2018 (U.S. Only)**

Column- 1 State ⁵	Column-2- Year	Column-3 Number- of- Transfers
All States	2016	0
	2017	0
	2018	0
Total	2016	0
	2017	0
	2018	0

Table 2(c)

**Transfers of Company-Owned Hotels
For Year 2016 to 2018 (U.S. Only)**

Column-1- State ⁶	Column-2- Year	Column-3- Number of Transfers
All States	2016	0
	2017	0
	2018	0
Total	2016	0

⁵ There have not been any transfers of any managed Wyndham Hotels from franchisees to new owners in any states that are not listed in the table.

⁶ There have not been any transfers of any owned Wyndham Hotels from franchisees to new owners in any states that are not listed in the table.

	2017	0
	2018	0

Table No. 3⁷⁵(a)
Status of Franchised
~~Hotels~~Outlets
For Years ~~2016~~2017 to ~~2018~~2019 (U.S. Only)

Column 1 State ⁸⁶	Column 2 Year	Column 3 ~~Hotels~~ Outlets at Start of Year	Column 4 ~~Outlets~~ Hotels-Opened	Column 5 ~~Terminations~~ Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 ~~Ceased Operations~~ -Other Reasons	Column 9 ~~Hotels~~ Outlets at End of the Year
Alabama	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
Alaska	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
Arizona	~~2016~~ 2017	1	0	0	0	0	0	1
	~~2017~~ 2018	1	0	0	0	0	0	1
	~~2018~~ 2019	1	0	0	0	0	~~0~~ 1	~~4~~ 0
Arkansas	~~2016~~ 2017	1	0	0	0	0	0	1
	~~2017~~ 2018	1	0	0	0	0	0	1
	~~2018~~ 2019	1	0	0	0	0	0	1
~~California~~ Column 1 State ⁶	~~2016~~ Column 2 Year	~~2~~ Column 3 Outlets at Start of Year	~~0~~ Column 4 Outlets Opened	~~0~~ Column 5 Terminations	~~0~~ Column 6 Non-Renewals	~~0~~ Column 7 Reacquired by Franchisor	~~0~~ Column 8 Ceased Operations-Other Reasons	~~2~~ Column 9 Outlets at End of the Year
California	2017	2	0	0	0	0	0	2
	2018	~~2~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~	~~1~~
	2019	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
Colorado	2017	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	2018	~~2~~ 1	0	0	0	0	~~4~~ 0	1
	~~2016~~ 2019	~~0~~ 1	~~4~~ 0	0	0	0	0	1
Connecticut	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
ConnecticutFlorida	2017	~~3~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~3~~
	2018	~~3~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~3~~
	~~2016~~ 2019	~~0~~ 3	~~4~~ 0	0	0	0	0	~~4~~ 3

⁷⁵ The numbers in Columns 5 and 8 do not include any franchises which were terminated for any reason before the ~~Outlet~~Facilities opened as part of our System.

⁸⁶ If a state is not listed in the above table, there were not any Wyndham ~~Hotels~~Facilities located in those states either as of the start or end of the years listed in the table and no Wyndham ~~Hotels~~Facilities were opened in those states during these years.

Delaware	Illinois	2017	42	01	0	0	0	01	42
		2018	42	0	0	0	0	0	42
		20162019	02	0	0	0	0	0	02
District of Columbia	Indiana	2017	01	0	0	0	0	0	01
		2018	01	0	0	0	0	0	01
		20162019	01	0	0	0	0	0	01
Georgia	Massachusetts	2017	01	0	0	0	0	01	0
		2018	0	0	0	0	0	0	0
Florida		2016	3	0	0	0	0	0	3
		2017	3	0	0	0	0	0	3
		2018	3	0	0	0	0	0	3
		20162019	0	0	0	0	0	0	0
New Jersey		2017	1	0	0	0	0	0	1
		2018	1	0	0	0	0	0	1
		2019	1	0	0	0	0	0	1
Hawaii	New Mexico	2017	0	01	0	0	0	0	01
		2018	01	0	0	0	0	0	01
		2016	0	0	0	0	0	0	0
		2017	0	0	0	0	0	0	0
		20182019	01	0	0	0	0	01	0
Idaho		2016	0	0	0	0	0	0	0
		2017	0	0	0	0	0	0	0
		2018	0	0	0	0	0	0	0
Illinois	New York	2017	2	1	0	0	0	1	2
		20162018	2	0	0	0	0	0	2
		2019	2	0	0	0	0	1	1
Indiana	Oklahoma	2017	21	1	0	0	0	40	2
		2018	2	0	0	0	0	0	2
		2016	4	0	0	0	0	0	4
		2017	4	0	0	0	0	0	4
		20182019	42	0	0	0	0	01	1
Iowa	Oregon	2017	0	0	0	0	0	0	0
		2018	0	0	0	0	0	0	0
		20162019	0	0	0	0	0	0	0
Kansas	Pennsylvania	2017	01	01	0	0	0	0	02
		2018	02	01	0	0	0	0	03
		20162019	03	0	0	0	0	0	03
Kentucky	Puerto Rico	2017	0	0	0	0	0	0	0
		2018	0	01	0	0	0	0	01
		2016	0	0	0	0	0	0	0
		20172019	01	0	0	0	0	0	01
		2018	0	0	0	0	0	0	0
Louisiana		2016	0	0	0	0	0	0	0
		2017	0	0	0	0	0	0	0
		2018	0	0	0	0	0	0	0
Maine		2016	0	0	0	0	0	0	0
		2017	0	0	0	0	0	0	0
		2018	0	0	0	0	0	0	0

<u>Maryland</u> <u>Column 1</u> <u>State</u> ⁶	<u>2016</u> <u>Column 2</u> <u>Year</u>	<u>1</u> <u>Column 3</u> <u>Outlets at</u> <u>Start of</u> <u>Year</u>	<u>0</u> <u>Column 4</u> <u>Outlets</u> <u>Opened</u>	<u>0</u> <u>Column 5</u> <u>Terminati</u> <u>ons</u>	<u>0</u> <u>Column 6</u> <u>Non-</u> <u>Renewals</u>	<u>0</u> <u>Column 7</u> <u>Reacquire</u> <u>d by</u> <u>Franchisor</u>	<u>1</u> <u>Column</u> <u>8</u> <u>Ceased</u> <u>Operatio</u> <u>ns-Other</u> <u>Reasons</u>	<u>0</u> <u>Column 9</u> <u>Outlets at</u> <u>End of the</u> <u>Year</u>
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
Massachusetts	2016	2	0	0	0	0	1	1
	2017	1	0	0	0	0	1	0
	2018	0	0	0	0	0	0	0
Michigan	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
Minnesota	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
Mississippi	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
Missouri	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
Montana	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
Nebraska	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
Nevada	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
New Hampshire	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
New Jersey	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
New Mexico	2016	0	0	0	0	0	0	0
	2017	0	1	0	0	0	0	1
	2018	1	0	0	0	0	0	1
New York	2016	2	0	0	0	0	0	2
	2017	2	1	0	0	0	1	2
	2018	2	0	0	0	0	0	2
North Carolina	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
North Dakota	2016	0	0	0	0	0	0	0
Rhode Island	2017	0	0	0	0	0	0	0

	2018	0	0	0	0	0	0	0
Ohio	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
Oklahoma	2016	4	0	0	0	0	0	4
	2017	4	4	0	0	0	0	2
	2018	2	0	0	0	0	0	2
Oregon	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
Pennsylvania	2016	4	0	0	0	0	0	4
	2017	4	4	0	0	0	0	2
	2018	2	4	0	0	0	0	3
Puerto-Rico	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	4	0	0	0	0	4
Rhode-Island	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	2	0	0	0	0	2
South-Carolina	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
South-Dakota	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
Tennessee	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	20162019	2	0	0	0	0	0	2
Texas	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
Utah	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
Vermont	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
Virginia	2016	4	0	0	0	0	0	4
	2017	4	0	0	0	0	0	4
	2018	4	0	0	0	0	0	4
Washington	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
West-Virginia	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
Wisconsin	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0

	2018	0	0	0	0	0	0	0
Wyoming	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2016	24	2	0	0	0	2	24
	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
Virginia	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
Total Totals	2017	21	5	0	0	0	3	23
	2018	23	4	0	0	0	1	26
	2019	26	0	0	0	0	4	22

Table No. 3(b)
Status of Managed
Hotels/Facilities For Years
2016/2017 to 2018/2019 (U.S. Only)

Column 1 State ⁹⁷	Column 2 Year	Column 3 Facilities/Outlets at Start of Year	Column 4 Facilities/Outlets Opened	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations - Other Reasons	Column 9 Facilities/Outlets at End of the Year
California	2016/2017	3	0	0	0	0	0	3
	2017/2018	3	0	0	0	0	0	3
	2018/2019	3	0	0	0	0	0	3
Florida	2016/2017	1	0	0	0	0	0	1
	2017/2018	1	0	0	0	0	0	1
	2018/2019	1	0	0	0	0	0	1
Georgia	2016/2017	2	0	0	0	0	0	2
	2017/2018	2	0	0	0	0	0	1
	2018/2019	1	0	0	0	0	0	1
Louisiana	2016/2017	1	0	0	0	0	0	1
	2017/2018	1	0	0	0	0	0	1
	2018/2019	1	0	0	0	0	0	1
Massachusetts	2016/2017	1	0	0	0	0	0	1
	2017/2018	1	0	0	0	0	0	1
	2018/2019	1	0	0	0	0	0	1
New Jersey	2016/2017	1	0	0	0	0	0	1
	2017/2018	1	0	0	0	0	0	1
	2018/2019	1	0	0	0	0	0	1
<u>Column 1 State⁷</u>	<u>Column 2 Year</u>	<u>Column 3 Outlets at Start of Year</u>	<u>Column 4 Outlets Opened</u>	<u>Column 5 Terminations</u>	<u>Column 6 Non-Renewals</u>	<u>Column 7 Reacquired by Franchisor</u>	<u>Column 8 Ceased Operations - Other Reasons</u>	<u>Column 9 Outlets at End of the Year</u>

⁹⁷ If a state is not listed in the above table, there were not any managed Wyndham Hotels/Facilities located in those states either as of the start or end of the years listed in the table and no managed Wyndham Hotels/Facilities were opened in those states during these years.

Ohio	~~2016~~ 2017	1	0	0	0	0	~~0~~ 1	~~4~~ 0
	~~2017~~ 2018	~~4~~ 0	0	0	0	0	~~4~~ 0	0
	~~2018~~ 2019	0	0	0	0	0	0	0
Pennsylvania	~~2016~~	~~2~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~2~~
Pennsylvania	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
	~~2016~~ 2019	~~4~~ 2	0	0	0	0	0	~~4~~ 2
Texas	2017	4	0	0	0	0	0	4
	2018	4	0	0	0	0	0	4
	~~2016~~ 2019	~~4~~ 4	0	0	0	0	0	~~4~~ 4
Virginia	2017	1	0	0	0	0	1	0
	2018	0	0	0	0	0	0	0
	~~2016~~ 2019	~~4~~ 70	0	0	0	0	0	~~4~~ 70
~~Total~~ Totals	2017	17	0	0	0	0	3	14
	2018	14	0	0	0	0	0	14
	2019	14	0	0	0	0	1	13

Table No. 4
Status of Company-Owned
Hotels~~Outlets~~ For Years ~~2016~~2017
to ~~2018~~2019 (U.S. Only)

Column 1 State	Column 2 Year	Column 3 ~~Hotels~~ <u>Outlets</u> at Start of Year	Column 4 ~~Hotels~~ <u>Outlets</u> Opened	Column 5 ~~Hotels- Reacquire d~~ <u>Outlets</u> <u>Reacquir e d</u> from Franchise	Column 6 ~~Hotels~~ <u>Out lets</u> Closed	Column 7 ~~Hotels~~ <u>Outlets</u> Sold to ~~Franchisee~~ <u>Franchis ee</u>	Column 8 Ceased Operatio n s- Other Reasons	Column 9 ~~Hotels~~ <u>Outlets</u> at End of the Year
All States	~~2016~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
All States ⁸	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	~~2016~~ 2019	0	0	0	0	0	0	0
~~Total~~ Totals	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0

⁸ If a state is not listed in the above table, there were not any owned Wyndham Facilities located in those states either as of the start or end of the years listed in the table and no owned Wyndham Facilities were opened in those states during these years.

Table No. 5
Projected Openings as of December 31, ~~2018~~2019. (U.S. Only)

Column 1 State ⁴⁴⁹	Column 2 Franchise Agreements Signed But ~~Hotel~~ Outlet Not Opened	Column 3 Projected New Franchised ~~Hotels~~ Outlets in the Next Fiscal Year	Column 4 Projected New Company-Owned ~~Hotels~~ Outlets in the Next Fiscal Year
~~Arizona~~	~~4~~		
California	1	<u>0</u>	<u>0</u>
Florida	2	1	<u>0</u>
Georgia	2	1	<u>0</u>
Massachusetts	1	<u>0</u>	<u>0</u>
New York	~~2~~ <u>1</u>	~~4~~ <u>0</u>	<u>0</u>
~~North Carolina~~	~~4~~		
~~Total~~ <u>Totals</u>	~~40~~ <u>7</u>	~~32~~	<u>0</u>

The name, address and telephone number of all Wyndham ~~franchisees~~franchises and their ~~System-Hotels~~Chain Facilities in the United States as of December 31, ~~2018~~2019 are shown in Exhibit E-1. Included in Exhibit E-2 is the name, last known address and telephone number of the ~~4~~ franchisee4 franchises who had a Wyndham ~~System-Hotel~~Chain Facility in the United States terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under their Franchise Agreements from January 1, ~~2018~~2019 to December 31, ~~2018~~2019. There were no franchisees that did not communicate with us during the ten week period preceding the date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the Wyndham System. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

As a standard practice, when we enter into settlement agreements with a franchisee or former franchisee, we require them to agree to maintain as confidential all information that the franchisee or former franchisee has about us.

Currently, there are no trademark-specific franchisee organizations associated with the Wyndham Hotel System.

⁴⁴⁹ If a state is not listed in the above table we do not project entering into a Franchise Agreement for a Wyndham ~~Hotel~~Outlet to be located in those states during our next fiscal year.

ITEM 21. FINANCIAL STATEMENTS

Exhibit D includes the audited financial statements of Wyndham Hotels & Resorts, Inc. and its subsidiaries (the “Company”). Prior to its separation from Wyndham Worldwide Corporation (now known as Wyndham Destinations, Inc.), the Company consisted of the entities holding substantially all of the assets and liabilities of the Wyndham Worldwide Hotel Group business. These financial statements contain the consolidated ~~and combined~~ balance sheets of the Company as of December 31, 2019 and 2018~~and 2017~~, and the related consolidated and combined statements of income, comprehensive income, equity, and cash flows, for each of the three years in the period ended December 31, 2018~~2019~~. ~~Also included in Exhibit D are the unaudited condensed consolidated balance sheet as of September 30, 2019 and the related unaudited condensed consolidated and combined statements of income, comprehensive income, cash flows, and equity for the three month and nine month periods ended September 30, 2019 and 2018~~Appended to the financial statements as Attachment 1 is the unaudited Statement of Current Events as of the date of this Disclosure Document.

WHR guarantees our performance. See Exhibit D for a copy of the guaranty. We file state specific guarantees of performance with the appropriate agencies in the states where our franchises are registered to be offered and sold.

ITEM 22. CONTRACTS

Copies of all proposed agreements regarding the franchise offering are included in the following exhibits to this Disclosure Document:

C-1 Wyndham Hotel Franchise Agreement with Guaranty, ADA Certification Forms for New Construction Hotels (Pre-Construction and Post Construction), Initial Fee Note, Development Incentive Note, Assignment and Assumption Agreement, State-Specific Addenda and Franchise Application Signature Page.

~~C-2(a) Initial Fee Note~~

~~C-2(b) Development Incentive Note and related documents~~

~~C-3(a)~~

C-2 Oracle Master Agreement –SaaS Subscription Model OPERA

~~C-3(b)~~ Supplemental Services Agreement – OPERA

~~C-4~~ Hotel Revenue Management Agreement

~~C-5~~ C-4 Three Party Agreement / Lender Notification Agreement; Request

Forms C-[65](#) Termination and Release Agreement

C-[76](#) Signature Reservation Services Agreement

[C-7 Hotel Revenue Management Agreement](#)

[C-8 Hotel Connectivity Solutions Agreement](#)

ITEM 23. RECEIPT

You will find the state effective dates and copies of a detachable receipt in Exhibit G at the very end of this Disclosure Document.

[\[Page Intentionally Left Blank\]](#)

¹ Unless otherwise indicated, all fees are (i) imposed and collected by us, (ii) payable to us,

non-refundable, and (iv) uniformly imposed. We require you to pay all Recurring Fees and other fees and charges online via our self-service, electronic invoice presentment and payment tool (~~“WynPay”~~), accessible through MyPortal, or through other technologies or other means as we may establish. In the online-~~WynPay~~ environment, payments can be made either by the electronic check payment channel or the credit card payment channel. We reserve the right to impose limits on the use of the credit card payment channel, and to charge additional processing fees for such use. If you submit payment for any fee using a paper check, you will incur a \$160 processing fee per each occurrence. Standard Recurring Fees include the Royalty and Marketing and Global Sales Fee. We may negotiate increases or decreases for a particular transaction at the time the Franchise Agreement is signed for any fee listed above when business circumstances warrant. You begin paying Recurring Fees when you open the ~~Hotel~~Facility. If you purchase an existing ~~Hotel~~Facility, you begin paying Recurring Fees when you acquire or take possession of the ~~Hotel~~Facility, whichever comes first.

~~² “GRR” or “Gross Room Revenues” is defined as gross revenues attributable to or payable for rentals of guest (sleeping) rooms at the Hotel, including all credit transactions, whether or not collected, guaranteed no-show revenue, net of chargebacks from credit card issuers, any proceeds from any business interruption or similar insurance applicable to the loss of revenues due to the non-availability of guest rooms and any miscellaneous fees charged to all guests regardless of the accounting treatment of fees. Excluded from GRR are separate charges to guests for Food and Beverage (including room service); actual telephone charges for calls made from a guest room; key forfeitures and entertainment (including Internet fees and commissions); vending machine receipts; and federal, state and local sales, occupancy and use taxes.~~

² “GRR” or “Gross Room Revenues” is defined as gross revenues attributable to or payable for rentals of guest (sleeping) rooms at the Facility, including all credit transactions, whether or not collected, guaranteed no-show revenue, net of chargebacks from credit card issuers, any proceeds from any business interruption or similar insurance applicable to the loss of revenues due to the non-availability of guest rooms and any miscellaneous fees charged to all guests regardless of the accounting treatment of fees. Excluded from GRR are separate charges to guests for Food and Beverage (including room service); actual telephone charges for calls made from a guest room; key forfeitures and entertainment (including Internet fees and commissions); vending machine receipts; and federal, state and local sales, occupancy and use taxes.

³ The outcome of the Phase 1 Environmental Survey may dictate that additional environmental studies be done to satisfy any concerns over potential hazards at the location you select. The cost of these additional studies can be highly variable.

~~³The outcome of the Phase 1 Environmental Survey may dictate that additional environmental studies be done to satisfy any concerns over potential hazards at the location you select. The cost of these additional studies can be highly variable.~~

~~⁴If a condemnation taking occurs less than one year after notice to us, you pay the average daily Royalties and Marketing and Global Sales Fees payable over the one-year period preceding the date of your condemnation notice to us multiplied by the number of days remaining in the one-year notice period. We may reduce the required notice period when business circumstances warrant.~~

~~⁵Depending on the circumstances, we may charge you a No-Show Fee of between 50% and 100% of the cost of the training that you or your personnel miss.~~

~~⁶If you fail to comply with all of the de-identification obligations of your Franchise Agreement and our procedures, you agree to: (i) pay a de-identification fee of \$2,000 per day until de-identification is completed to our satisfaction; and (ii) permit our representative to enter the System Hotel to complete the de-identification process at your expense.~~

⁴ We have the right to require all Chain Facilities to participate in the Wyndham Rewards® guest loyalty program which is operated by our affiliate Wyndham Rewards, Inc. Under the Wyndham Rewards program, members can earn Wyndham Rewards points or Travel Partner Currency based on amounts spent at participating Chain Facilities as well as at participating Lodging Affiliate hotels or select affiliated properties, through purchases from non-affiliated merchants and service providers, or by making purchases with a Wyndham Rewards co-branded credit card. Members can redeem their Wyndham Rewards points for free or discounted night stays at Chain Facilities and Lodging Affiliate hotels, or select affiliated properties, for airline tickets, shopping and dining gift cards, merchandise and other rewards. Membership in Wyndham Rewards is free. We will offer callers to our toll-free reservation center and visitors to our consumer website the option to join Wyndham Rewards. You must also offer to enroll guests at your front desk, and are subject to an enrollment quota which Wyndham Rewards, Inc. may change, from time to time, for Chain Facilities. All franchisees will be assessed Loyalty Program Fees, as applicable, on Wyndham Rewards member stays at their Facility. Stays for which members earn Wyndham Rewards points are defined in the Front Desk Guide, as may be amended. Certain member stays may not qualify for Wyndham Rewards point earnings. We will proactively match and award points to members even if they fail to present their membership number before check-out. We will reimburse you for free or certain discounted night stays at your Facility under a formula which is listed in the Front Desk Guide, which may be amended. Wyndham Rewards, Inc. has reserved the right to modify, alter, delete or add new terms or conditions, procedures, point values, redemption levels or rewards for the Wyndham Rewards program upon thirty (30) days' notice. Wyndham Rewards, Inc. may terminate the program at any time upon six

months' prior notice.

⁵ If a condemnation taking occurs less than one year after notice to us, you pay the average daily Royalties and Marketing and Global Sales Fees payable over the one year period preceding the date of your condemnation notice to us multiplied by the number of days remaining in the one year notice period. We may reduce the required notice period when business circumstances warrant.

⁶ If you fail to comply with all of the de-identification obligations of your Franchise Agreement and our procedures, you agree to: (i) pay a de-identification fee of \$2,000 per day until de-identification is completed to our satisfaction; and (ii) permit our representative to enter the Chain Facility to complete the de-identification process at your expense.

¹ ~~See Item 5 for the amount of each fee. All fees are non-refundable, but we will refund your Application Fee if your application is not accepted due to proximity of the proposed sites to another System Hotel. We may defer payment of the Initial Franchise Fee. See Item 10.~~

² We do not provide assistance in site selection. However, we ~~recommend~~do require that you obtain a market feasibility study by an independent third party consultant if you will be ~~converting an existing hotel to a Wyndham System Hotel~~constructing a new Chain Facility. We reserve the right to obtain, or to require you to obtain at your expense, as a condition for receiving our approval of the site, a positive market feasibility study prepared by a nationally prominent independent accounting or consulting firm we approve.

⁴ This item includes architectural and engineering fees, interior and landscape design costs, survey fees; fees for other consultants involved in the ~~System Hotel~~Chain Facility's design and construction, and other costs. The amount varies with the complexity, location and design of the ~~System Hotel~~Chain Facility and the premises on which the ~~Hotel~~Facility is located. We assume that you will manage the ~~System-Hotel~~Chain Facility's development yourself, so this item does not include third party development or management fees.

⁵ We are unable to estimate real estate costs because of wide variations in prices depending on factors like location, size of the property, the type of ownership interest you acquire and market conditions. There is no minimum acreage requirement. The amount of land required for development may vary greatly depending upon local building codes, setback requirements, parking requirements and similar factors.

⁶ You must maintain commercial general liability insurance with combined single limits per occurrence of \$1 million primary coverage and \$9 million excess liability umbrella coverage for a hotel with 4 stories or less (total \$10 million), and for a hotel with 5 stories or more \$14 million excess liability (total of \$15 million), plus other

required coverage. Insurance requirements are subject to change on a System-wide basis. This does not include your costs for property and casualty insurance, workers' compensation, employer's liability, disability and other insurance benefits for your employees.

- ⁷ This item includes costs for permit fees, utility deposits, business licenses and other startup requirements. This item does not include impact fees which may be assessed by local authorities. You should check with the applicable local authorities to determine if impact fees are assessed and, if so, how they are calculated and the amount to be charged to your ~~Hotel~~[Facility](#).
- ⁸ This item includes the total construction cost of a ~~System Hotel~~[Chain Facility](#) excluding the cost of architectural plans, building permits and site work premiums, which may vary due to wide variations in site conditions. It includes the construction of a restaurant and lounge, kitchen, swimming pool, exercise room and spa, landscaping, entrance ways and parking areas and interior signage. This item does not include impact fees which may be assessed by local authorities to defray the costs of their clean-up obligations under federal and/or state clean air and water legislation. Impact fees vary from jurisdiction to jurisdiction. You should check with ~~the applicable local authorities to determine if impact fees are assessed and, if so, how they are calculated and the amount to be charged to your Hotel. The item also excludes financing costs, which may vary widely based on factors like the type of loan, the size and location of the Hotel~~
- ⁹ Includes ~~furniture, fixtures and equipment ("FF&E")~~ for all areas of the ~~Hotel~~[Facility](#) including guest rooms and public area. These items are typically driven by the decorative furnishings package. The estimate presumes that you will install our approved interior design package in all guest rooms and public areas. Items included in the interior design package for the guest room and public areas may include flooring, artwork and mirrors, casegoods, bedding and bed frames, lighting, seating, softgoods, upholstered goods, wallcoverings and window treatments. Tax ~~is averaged at 7% and requires verification at the time of purchase and~~ Freight, ~~warehousing and installation~~ are estimated at approximately 20% (must be confirmed upon purchasing). Installation costs are not factored into these numbers and must be confirmed upon purchasing.
- ¹⁰ Operating supplies and equipment ("OS&E") includes: mattresses/box springs, bed frames, televisions, terry, linen, pillows, logoed items, housekeeping supplies, bathroom amenities/supplies, guestroom amenities/supplies (telephone, clock, coffee maker, iron, hangers, etc.), safes, cribs, luggage racks, luggage carts, ~~interior signage,~~ breakfast display equipment, public restroom supplies, floor mats, name badges, key cards & folders, and miscellaneous items (razors, first aid kit, deodorant, toothpaste, etc.). The low end of the range assumes you will purchase all of the OS&E to open in compliance with System Standards. The high end of the range assumes you have chosen to purchase optional/suggested items not required by System Standards, but

which you might choose to purchase. Optional / suggested items include: additional linens and collateral, rollaway beds, guest laundry, flags, employee facilities, etc. ~~Prieess do not include freight or tax.~~ Tax and Freight are estimated at 15%. Costs should be confirmed upon purchasing.

¹¹ This is the fee for the required photo package for your ~~Hotel~~ Facility.

~~¹² Liquor license costs vary widely depending on the jurisdiction. In many states the cost will be closer to the low end of the range. The cost will likely be on the high end of the range (or may even exceed the high end) in those jurisdictions which limit the number of liquor licenses issued and consider them an asset of the license holder.~~

¹² Liquor license costs vary widely depending on the jurisdiction. In many states the cost will be closer to the low end of the range. The cost will likely be on the high end of the range (or may even exceed the high end) in those jurisdictions which limit the number of liquor licenses issued and consider them an asset of the license holder.

~~¹³ The amounts presented includes costs associated with the PMS equipment, guest room and public area high speed Internet access, PBX/telephone system (including consoles and guest room and administrative telephones) and television system. The low end of the range presumes that you install PBX/telephone, television, and high speed Internet access systems meet our standards and specifications and you purchase adequate equipment to operate the PMS. The high end of the range presumes that you install upgraded high speed Internet access, PBX/telephone and television systems all need to be replaced. The high end of the range also presumes that you acquire top of the line equipment on which to operate the PMS.~~

¹³ The amounts presented includes costs associated with the PMS equipment, guest room and public area high speed Internet access, PBX/telephone system (including consoles and guest room and administrative telephones) and television system. The low end of the range presumes that you install PBX/telephone, television, and high speed Internet access systems meet our standards and specifications and you purchase adequate equipment to operate the PMS. The high end of the range presumes that you install upgraded high speed Internet access, PBX/telephone and television systems all need to be replaced. The high end of the range also presumes that you acquire top of the line equipment on which to operate the PMS.

¹⁴ All ~~System Hotels~~ Chain Facilities must procure an approved property management system ("PMS") so they can interface with the Central Reservation System. The fee is for the setup and installation for the Premium OPERA SaaS Subscription Model for the ~~Hotel~~ Facility. See Item 11 for information about the PMS.

¹⁵ The low end of the range presumes that only your general manager will attend our Hospitality Management Program ~~training~~ and that he/she will drive to the program. The low end of the range includes minimal travel costs, mid-level lodging and meal expenses. The low end of the range also includes one day of facilitator travel costs for

mandatory Opening Training. The high end of the range presumes that you or one of your representatives will also attend ~~training. The tuition cost for you or another staff member to attend the~~ Hospitality Management Program ~~in addition to your general manager is \$1,400~~ training and will incur significant airfare, car rental, lodging and meal expenses. The high end of the range also includes five days of facilitator travel costs for mandatory Opening Training and owner's travel costs for optional New Owner Orientation. Tuition costs are not included in Training Expenses.

¹⁶~~This amount is calculated at 5% of Hotel Renovation costs.~~¹⁶ The low end of the range presumes that only your general manager will attend our Hospitality Management Program and that he/she will drive to the program. The low end of the range includes minimal travel costs, mid-level lodging and meal expenses. The low end of the range also includes one day of facilitator travel costs for mandatory Opening Training. The high end of the range presumes that you or one of your representatives will also attend Hospitality Management Program training and will incur significant airfare, car rental, lodging and meal expenses. The high end of the range also includes five days of facilitator travel costs for mandatory Opening Training and owner's travel costs for optional New Owner Orientation. Tuition costs are not included in Training Expenses.

¹⁷ This item includes miscellaneous pre-opening expenses such as postage, office supplies, recruitment costs, travel and entertainment, dues and subscriptions, and equipment rental expenses.

¹⁸ This amount is calculated at 5% of ~~Hotel~~hotel Construction costs.

¹⁹ This amount is an estimate and includes the Recurring Fees you will pay us after opening. It does not include debt service payments or rent. Many factors affect your initial period Gross Room Revenues and operating costs, including seasonality, pre-opening advertising and marketing, location, your management ability, staff performance and local market factors such as competition for customers and employees. Our estimate is based on our experience and the experience of our Lodging Affiliates and their franchisees in operating similarly situated brands over the last two years. These expenses include labor costs. We do not guarantee that you will not have additional expenses starting the business.

²⁰ None of the fees and costs payable to us in the foregoing tables are refundable. Fees and costs payable to suppliers and other third parties above generally are not refundable unless you negotiate that directly with them. See Item 10 for a discussion of financing which might be available for portions of your initial investment in a Chain Facility.

~~²⁰ None of the fees and costs payable to us in the foregoing tables are refundable. Fees and costs payable to suppliers and other third parties above generally are not refundable unless you negotiate that directly with them. See Item 10 for a discussion of financing which might be available for portions of your initial~~

investment in a System Hotel.

¹ See Item 5 for the amount of each fee. All fees are non-refundable, but we will refund your Application Fee if your application is not accepted due to proximity of the proposed sites to another Chain Facility. We may defer payment of the Initial Franchise Fee. See Item 10.

~~¹⁷ This amount is an estimate and includes the Recurring Fees you will pay us after opening. It does not include debt service payments or rent. Many factors affect your initial period Gross Room Revenues and operating costs, including seasonality, pre-opening advertising and marketing, location, your management ability, staff performance and local market factors such as competition for customers and employees. Our estimate is based on our experience and the experience of our Lodging Affiliates and their franchisees in operating similarly situated brands over the last two years. These expenses include labor costs. We do not guarantee that you will not have additional expenses starting the business.~~

~~¹ See Item 5 for the amount of each fee. All fees are non-refundable, but we will refund your Application Fee if your application is not accepted due to proximity of the proposed sites to another System Hotel. We may defer payment of the Initial Franchise Fee. See Item 10.~~

² We do not provide assistance in site selection. However, we recommend that you obtain a market feasibility study by an independent third party consultant if you will be converting an existing hotel to a Wyndham Chain Facility. We reserve the right to obtain, or to require you to obtain at your expense, as a condition for receiving our approval of the site, a positive market feasibility study prepared by a nationally prominent independent accounting or consulting firm we approve.

³ This item includes such costs as architectural and engineering fees, interior and landscape design costs, fees for other consultants involved in the System Hotel's renovation, and other design costs. The low end of the range presumes that the Hotel is in excellent condition and does not need any architectural, design or engineering work. The high end of the range presumes that the Hotel will undergo a comprehensive renovation requiring all of the above architectural and engineering services.

⁴ You must maintain commercial general liability insurance with combined single limits per occurrence of \$1 million primary coverage and \$9 million excess liability umbrella coverage for a hotel with 4 stories or less (total \$10 million), and for a hotel with 5 stories or more \$14 million excess liability (total of \$15 million), plus other required coverage. Insurance requirements are subject to change on a System-wide basis. This does not include your costs for property and casualty insurance, workers' compensation, employer's liability, disability and other insurance benefits for your employees.

⁵ This item includes on the high end costs for permit fees, utility deposits, business licenses and other startup requirements. The low end of the range presumes that the Chain Facility will not have any of these startup costs.

⁶ The low end of the range presumes that (i) you already own the ~~Hotel~~ Facility and have

no acquisition costs, and (ii) the [HotelFacility](#)'s public areas and guest rooms are in excellent condition, with no structural work, roof repair, mechanical work on plumbing, heating, ventilation or air conditioning ("HVAC") systems or repaving of the parking lot required. The high end of the range presumes that you already own the [HotelFacility](#), but that it will undergo a comprehensive renovation which may involve structural changes to the building, such as the addition of new guest rooms or public facilities, installation of new HVAC systems, a new roof, new interior design elements and landscaping, and/or repaving of the parking lot.

⁷ Includes furniture, fixtures and equipment ("FF&E") for all areas of the [HotelFacility](#) including guest rooms and public area. These items are typically driven by the decorative furnishings package. The low end of the range assumes that the FF&E are in excellent condition and meet System Standards. The high end of the range assumes that most of the FF&E are in poor condition and need to be replaced. The estimate presumes that you will install our approved interior design package in all guest rooms and public areas. [Items included in the interior design package for the guest room and public areas may include flooring, artwork and mirrors, casegoods, bedding and bed frames, lighting, seating, softgoods, upholstered goods, wallcoverings and window treatments.](#) ~~Tax is averaged at 7% and requires verification at the time of purchase, and~~ Freight, ~~warehousing and installation is~~ [are](#) estimated at [approximately 20%](#) (must be confirmed upon purchasing). [Installation costs are not factored into these numbers and must be confirmed upon purchasing.](#)

⁸ Operating supplies and equipment ("OS&E") includes: mattresses/box springs, bed frames, televisions, terry, linens, pillows, logoed items, housekeeping supplies, bathroom amenities/supplies, guestroom amenities/supplies (telephone, clock, coffee maker, iron, hangers, etc.), safes, cribs, luggage racks, luggage carts, [interior signage](#), breakfast display equipment, public restroom supplies, floor mats, name badges and key cards & folders, and miscellaneous items (razors, first aid kit, deodorant, toothpaste, etc.). The low end of the range presumes that you ~~have sufficient inventory of the foregoing required items to open, you have received a drop shipment of essential brand-specific items, but~~ will need to purchase certain Mark-bearing items required by System Standards. The high end of the range presumes that your inventory of operating supplies needs to be replaced in its entirety to open in compliance with System Standards and that you have chosen to purchase ~~optional/suggested items not required by System Standards, but which you might choose to purchase. Optional/suggested items include: additional linens and collateral, rollaway beds, guest laundry, flags, employee facilities, etc. Prices do not include freight or tax.~~

⁹ Liquor license costs vary widely depending on the jurisdiction. In many states the cost will be closer to the low end of the range. The cost will likely be on the high end of the range (or may even exceed the high end) in those jurisdictions which limit the number of liquor licenses issued and consider them an asset of the license holder.

¹⁰ ~~If a state is not listed in the above table, there were not any owned Wyndham Hotels located in those states either as of the start or end of the years listed in the table and no owned Wyndham Hotels were opened in those states during these years.~~ [This is the fee for the required photo package](#)

for your Facility.

- ¹¹ This Fee is charged to PIP your ~~Hotel~~Facility prior to opening.
- ¹² The amounts presented includes costs associated with the PMS equipment, guest room and public area high speed Internet access, PBX/telephone system (including consoles and guest room and administrative telephones) and television system. The low end of the range presumes that the ~~Hotel~~Facility's PBX/telephone, television, and high speed Internet access systems meet our standards and specifications and do not need to be upgraded. The low end of the range also assumes that you own adequate equipment to operate the PMS. The high end of the range presumes that the ~~Hotel~~Facility's high speed Internet access, PBX/telephone and television systems all need to be replaced. The high end of the range also presumes that you need to acquire equipment on which to operate the PMS. See Item 11 for information about the PMS.
- ¹³ All ~~System Hotels~~Chain Facilities must procure an approved property management system ("PMS") so they can interface with the Central Reservation System. The fee is for the setup and installation for the Premium OPERA SaaS Subscription Model for the ~~Hotel~~Facility. See Item 11 for information about the PMS.
- ¹⁴ The low end of the range presumes only your general manager will attend our Hospitality Management Program training. It also presumes your facility qualifies for one day of mandatory Opening Training. The high end of the range presumes that you or one of your representatives will also attend ~~training. The tuition cost for you or another staff member to attend the~~ Hospitality Management Program ~~in addition to your general manager is \$1,400~~training. The high end also presumes your facility qualifies for five days of mandatory Opening Training and your owner chooses to attend the optional New Owner Orientation.
- ¹⁵ ~~The low end of the range presumes that only your general manager will attend our Hospitality Management Program and that he/she will drive to the program. The low end estimate includes minimal travel costs, mid-level lodging and meal expenses. The high end of the range presumes that you or one of your representatives will also attend the training and will incur significant airfare, car rental, lodging and meal expenses. Tuition for your general manager and, if applicable, additional representative is not included in Training Expenses.~~
- ¹⁶ This amount is calculated at 5% of hotel Renovation costs.
- ¹⁸ **None of the fees and costs payable to us in the foregoing tables is refundable. Fees and costs payable to suppliers and other third parties above generally are not refundable unless you negotiate that directly with them. See Item 10 for a discussion of financing which might be available for portions of your initial investment in a ~~System Hotel~~Chain Facility.**

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Except as disclosed below, you are not required to purchase or lease products or services
1) from us or our affiliates, 2) from suppliers approved by us, or 3) under our
specifications. We may derive commissions or other revenue as a result of these

purchases and leases.

Standards and Specifications

To assure consistency among Chain Facilities, each Facility must meet System Standards. These standards require that most of the items you use or sell at your Facility meet our specifications. Items that must meet our specifications include certain aspects of the Facility's construction, certain services you offer in the Facility, including food and beverage services, the Facility's equipment, décor and amenities, guest room size, signage, photographs, advertising, furniture and fixtures, various supplies, bath and bed linens, draperies, bed toppings, mattresses and box springs, carpet, wall coverings, lighting, wireless high-speed Internet access, property management system, computer hardware, peripheral equipment, operating system software, telephone, lock systems, insurance, and in certain circumstances your third party manager or management company and management agreement. Our specifications may include minimum requirements for delivery, performance, design, appearance and quality. We will provide you this information in our Standards of Operation and Design Manual (the 'Manual'). We may revise existing standards and add new ones through updates to the Manual.

We estimate that the items you purchase meeting System Standards will represent approximately 75% of your total initial expenditures for goods and services in establishing a new construction or conversion hotel. We expect that these items will represent approximately 10% to 15% of your annual purchases and leases.

Approved Suppliers

To support the purchasing efforts of our franchisees, we and/or our affiliate WSSI negotiate purchasing terms, including price, volume discounts and commissions, on a range of products and services. In doing so, we and/or WSSI seek to promote the overall interests of our and our affiliates' lodging systems, management companies, and interests as franchisors. Currently, we

~~⁵The numbers disclosed in this Item 19 include 43.7% of reservations made directly with System Hotels through the GSO. This percentage is derived from the average percentage of stays primarily attributable to the GSO across certain chains franchised by the Lodging Affiliates for the 12 month period ended December 31, 2018.~~

¹ If you are a corporation, partnership or other entity, your significant owners must sign a guaranty (see Exhibit C-1) agreeing to assume and discharge all obligations of the franchisee under the Franchise Agreement. If we offer you Development Incentive financing (see Item 10), your significant owners must co-sign the Development Incentive Note with you. If the significant owners are residents of community property or certain other states, their spouses must also sign the note.

² In addition to your obligation to repair and maintain the ~~Hotel~~Facility on an ongoing

basis, you must renovate your guest rooms and public spaces, including the replacement of soft goods (including wall and floor coverings, window treatments, etc.) and case goods (including furniture, fixtures, such as headboards, desks, tables, armoires, etc.) periodically, as required by the System Standards.

ITEM 10. FINANCING

Except as specified in this Item 10, we do not offer or provide any financing arrangements for System Franchisees, either directly or indirectly.

EXHIBIT A

Page Intentionally Left Blank

STATE ADDENDA

Following this page are addenda for the states of California, Hawaii, Illinois, Indiana, Maryland, Minnesota, New York, North Dakota, Rhode Island, Virginia, Washington and Wisconsin. If you or your Facility are located in one of these states, please read the addendum for your state and the addendum to the Franchise Agreement that may apply to your transaction with us.

The regulatory authorities and registered agents for service of process in each state are listed in Exhibit B.

**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE
CALIFORNIA FRANCHISE INVESTMENT LAW**

The following provisions supersede the Franchise Disclosure Document and apply to all licenses or franchises offered and sold in the State of California:

1. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).
2. The Franchise Agreement requires application of the laws of New Jersey. This provision may not be enforceable under California law.
3. If the Franchise Agreement requires you to execute a general release of claims upon renewal or transfer of the Franchise Agreement, California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000-31516). California Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000-20043).
4. The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
5. The Franchise Agreement contains a waiver of punitive damages provision and a waiver of jury trial provision, which may not be enforceable.
6. We have or will comply with all of the requirements under California Corporations Code, Section 31109.1, with respect to negotiated sales.
7. PROSPECTIVE FRANCHISEES ARE ENCOURAGED TO CONSULT PRIVATE LEGAL COUNSEL TO DETERMINE THE APPLICABILITY OF CALIFORNIA AND FEDERAL LAWS (SUCH AS BUSINESS AND PROFESSIONS CODE SECTION 20040.5, CODE OF CIVIL PROCEDURE SECTION 1281, AND THE FEDERAL ARBITRATION ACT) TO ANY PROVISIONS OF A FRANCHISE AGREEMENT RESTRICTING VENUE TO A FORUM OUTSIDE THE STATE OF CALIFORNIA.
8. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.
9. THESE FRANCHISES WILL BE/HAVE BEEN REGISTERED (OR EXEMPT FROM REGISTRATION) UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION (OR EXEMPTION) DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE COMMISSIONER OF BUSINESS OVERSIGHT NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE, AND NOT MISLEADING.
10. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE

CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.dbo.ca.gov.

11. SECTION 31125 OF THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF BUSINESS OVERSIGHT BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT.

12. Item 17 of the Disclosure Document is amended by the insertion of the following:

The California Franchise Relations Act (Business and Professions Code Section 20000 through 20043) provides rights to you concerning termination, transfer, or nonrenewal of a franchise. If the Franchise Agreement is inconsistent with the law, the law will control.

13. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that with respect to such provision, the jurisdictional requirements of the California Franchise Investment Law are met independently without reference to this Addendum.

**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE
HAWAII FRANCHISE INVESTMENT LAW**

THESE FRANCHISES HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF THE DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF THE DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE OR SUBFRANCHISOR, AT LEAST SEVEN (7) DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN (7) DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

1. A. Wyndham Franchisor, LLC's Disclosure Document is currently registered in the states of: Hawaii, Minnesota, South Dakota, Virginia, Washington and Wisconsin.

 B. This registration or an exemption application is on file in the States of California, Florida, Hawaii, Maryland, Michigan, Minnesota, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

 C. No states have refused, by order or otherwise, to register these franchises.

 D. No states have revoked or suspended the right to offer these franchises.

 E. The proposed registration of these franchises has not been withdrawn in any state.
2. No release language set forth in the Franchise Agreement shall relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising in the State of Hawaii.
3. The Franchisor's registered agent in the state authorized to receive service of process is:

 Commissioner of Securities of Department of Commerce and Consumer Affairs
 335 Merchant Street
 Honolulu, Hawaii 96813
4. Item 17(m) of the FDD is amended by adding the following information:

In connection with a transfer, you must sign a release of any claims you may have against Wyndham Franchisor, LLC However, the release will not apply to any claim you may have under Hawaii law.

Each provision of this Addendum to the Disclosure Document is effective only to the extent with respect to such provision that the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently without reference to this Disclosure Document.

**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE
ILLINOIS FRANCHISE DISCLOSURE ACT**

The following provisions supersede the Franchise Disclosure Document and apply to all licenses or franchises offered and sold in the State of Illinois:

1. Illinois law governs the franchise agreements.
2. 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.
3. Franchisees' rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.
4. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.
5. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that with respect to such provision, the jurisdictional requirements of the Illinois Franchise Disclosure Act of 1987 are met independently without reference to this Addendum.

**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE
INDIANA DECEPTIVE FRANCHISE PRACTICES LAW**

The following provisions supersede the Franchise Disclosure Document and apply to all licenses or franchises offered and sold in the State of Indiana:

To the extent the provisions of the Franchise Disclosure Document or Franchise Agreement are inconsistent with the Indiana Deceptive Franchise Practices Law, Indiana Code § 23-2-2.7-1 to 23-2-2.7-7, that law will control.

Each provision of this Addendum to the Disclosure Document shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the Indiana Franchise Act are met independently without reference to this Addendum.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW

The following provisions supersede the Franchise Disclosure Document and apply to all licenses or franchises offered and sold in the State of Maryland:

1. Notwithstanding any provision in the Franchise Disclosure Document or the Franchise Agreement to the contrary, a franchisee may bring a lawsuit in Maryland against us for claims arising under the Maryland Franchise Registration and Disclosure Law.
2. The fourth sentence of the third paragraph under the caption “D. Advertising and Marketing” in Item 11 is deleted and replaced with the following:

Franchisees who are Maryland residents or will operate a Facility in Maryland may receive an accounting of expenditures from the Fund by contacting the Senior Vice President of Financial Planning and Analysis in writing.
3. Item 17 of the Franchise Disclosure Document states that the Franchise Agreement will automatically terminate upon the bankruptcy of franchisee. This provision may not be enforceable under current Federal bankruptcy law (11 U.S.C. Section 101 et seq.).
4. Items 17(c) and 17(m) are revised to provide that, pursuant to COMAR 02.02.08.16L, the general release required as a condition to renewal, sale or consent to assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
5. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.
6. The Franchise Agreement states that New Jersey law generally applies. However, the conditions under which your franchise can be terminated and your rights upon nonrenewal may be affected by Maryland laws, and we will comply with that law in Maryland.
7. Each provision of this Addendum to the Disclosure Document shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Addendum.

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

The following provisions supersede the Franchise Disclosure Document and apply to all licenses or franchises offered and sold in the State of Minnesota:

1. Minnesota law provides franchisees with certain termination, non-renewal and transfer rights. Minnesota Statutes, Section 80C.14, Subdivisions 3, 4 and 5 require, except in certain specified cases, that the franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement and that consent to the transfer of the franchise will not be unreasonably withheld.
2. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release from liability imposed by Minnesota Statutes, Chapter 80C; provided, that this shall not bar the voluntary settlement of disputes.
3. The following language is added at the end of Item 17 of the Franchise Disclosure Document:

Minnesota Statutes, Section 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside of Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. Nothing in the Franchise Disclosure Document or the Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of Minnesota.

4. Item 13 is revised to include the following language:

To the extent required by the Minnesota Franchise Act, we will protect your rights to use the trademarks, service marks, trade names, logo types or other commercial symbols related to the trademarks or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the trademarks, provided you are using the names and marks in accordance with the Franchise Agreement.

5. Item 17(c) and 17(m) are revised to provide that we cannot require you to sign a release of claims under the Minnesota Franchise Act as a condition to renewal or assignment.
6. With respect to franchises governed by Minnesota law, we will comply with Minnesota Statutes, Section 80C.17, Subd. 5 with respect to limitation of claims.
7. Each provision of this Addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of Minnesota Statutes, Chapter 80C are met independently without reference to this Addendum.

**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE
NEW YORK STATE FRANCHISE ACT**

The following provisions supersede the Franchise Disclosure Document and apply to all licenses or franchises offered and sold in the State of New York:

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 DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS, APPROVES OR ENDORSES IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, 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.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE NORTH DAKOTA FRANCHISE INVESTMENT LAW

The following provisions supersede the Franchise Disclosure Document and apply to all licenses or franchises offered and sold in the State of North Dakota:

THE NORTH DAKOTA SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (NDCC SECTION 51-19-09):

- A. Restrictive Covenants:** Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute.
- B. Restrictions on Forum:** Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.
- C. Liquidated Damages and Termination Penalties:** Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.
- D. Applicable Laws:** Franchise Agreements that specify that they are to be governed by the laws of a state other than North Dakota.
- E. Waiver of Trial by Jury:** Requiring North Dakota Franchises to consent to the waiver of a trial by jury.
- F. Waiver of Exemplary & Punitive Damages:** Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage.
- G. General Release:** Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.
- H. Limitation of Claims:** Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.
- I. Enforcement of Agreement:** Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law are met independently without reference to this Addendum.

To the extent this Addendum is inconsistent with any terms or conditions of the Franchise Agreement or exhibits or attachments thereto, or the Franchise Disclosure Document, the terms of this Addendum shall govern.

**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE
RHODE ISLAND FRANCHISE INVESTMENT ACT**

The following provisions supersede the Franchise Disclosure Document and apply to all licenses or franchises offered and sold in the State of Rhode Island:

1. The Franchise Agreement shall be governed by Rhode Island Law with respect to any claim enforceable under the Rhode Island Franchise Investment Act (the “Act”).
2. Section 19-28.1-14 of the Act provides that a provision in a license or franchise agreement restricting jurisdiction or venue to a forum outside the State of Rhode Island is void with respect to a claim otherwise enforceable under the Act.
3. Each provision of this Addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the Rhode Island Franchise Investment Act (§§ 19-28.1-1 through 19-28.1-34) are met independently without reference to this Addendum.

**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE
VIRGINIA RETAIL FRANCHISING ACT**

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Wyndham Franchisor, LLC for use in the Commonwealth of Virginia shall be amended as follows:

The following statements are added to Item 17.h of the Franchise Disclosure Document and Section 17 of the Franchise Agreement.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a licensor to cancel a franchise without reasonable cause. If any grounds 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.

Each provision of this Addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the Virginia Retail Franchising Act are met independently without reference to this Addendum.

**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE
WASHINGTON FRANCHISE INVESTMENT LAW**

The State of Washington has a statute, RCW 19.100.180, which 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 the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act 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, 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.

Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act (Wash. Rev. Code §§ 19.100.010 through 19.100.940) are met independently without reference to this Addendum.

**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE
WISCONSIN FRANCHISE INVESTMENT LAW**

The following provisions supersede the Franchise Disclosure Document and apply to all franchises offered and sold in the State of Wisconsin:

The Wisconsin Fair Dealership Law applies to most franchise agreements in the state and prohibits termination, cancellation, non-renewal or substantial change in competitive circumstances of a dealership agreement without good cause. The law further provides that 90 days prior written notice of the proposed termination, etc. must be given to the dealer. The dealer has 60 days to cure the deficiency and if the deficiency is so cured the notice is void. The Disclosure Document and Franchise Agreement are hereby modified to state that the Wisconsin Fair Dealership Law, to the extent applicable, supersedes any provisions of the Franchise Agreement that are inconsistent with the Wisconsin Fair Dealership Law, Wis. Stat. Ch. 135.

EXHIBIT B

[Page Intentionally Left Blank]

**FEDERAL AND STATE REGULATORY AUTHORITIES
AND
REGISTERED AGENTS FOR SERVICE OF PROCESS**

CALIFORNIA

Commissioner of Business Oversight
California Department of Business Oversight
320 West 4th, Suite 750
Los Angeles, California 90013-2344
(866) 275-2677

Agent:

Commissioner of Business Oversight
California Department of Business Oversight
320 West 4th, Suite 750
Los Angeles, California 90013-2344
(866) 275-2677

HAWAII

Commissioner of Securities
Department of Commerce and Consumer
Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

Agent:

Commissioner of Securities
Department of Commerce and Consumer
Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS

Office of Attorney General
Franchise Bureau
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

Agent:

Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

INDIANA

Indiana Secretary of State
Securities Division
302 West Washington Street
Room E-111
Indianapolis, Indiana 46204
(317) 232-6681

Agent:

Indiana Secretary of State
Securities Division
302 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6681

MARYLAND

Office of Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2020
(410) 576-6360

Agent:

Maryland Securities Commissioner
200 St. Paul Place
Baltimore, MD 21202-2020
(410) 576-6360

MICHIGAN

Michigan Office of Attorney General
Consumer Protection Division
Franchise Section
525 W. Ottawa St.
G. Mennen Williams Building, 1st Floor
Lansing, Michigan 48933
(517) 373-7117

Agent:

Michigan Office of Attorney General
Consumer Protection Division
Franchise Section
525 W. Ottawa St.
G. Mennen Williams Building, 1st Floor
Lansing, Michigan 48933
(517) 373-7117

MINNESOTA

Minnesota Department of Commerce
Securities – Franchise Registration
85 7th Place East, Ste. 280
St. Paul, Minnesota 55101-2198
(651) 539-1500

Agent:

Commissioner of Commerce
85 7th Place East, Ste. 280
St. Paul, Minnesota 55101-2198
(651) 539-1500

NEW YORK

New York State Department of Law
Bureau of Investor Protection and Securities
120 Broadway, 23rd Floor
New York, New York 10271
(212) 416-8236

Agent:

New York Secretary of State
New York Department of State
Once Commerce Plaza
99 Washington Ave, 6th Fl
Albany, NY 12231-0001
(518) 473-2492

NORTH DAKOTA

North Dakota Securities Department
600 East Boulevard Avenue
State Capitol - 5th Floor
Bismarck, North Dakota 58505-0510
(701) 328-4712

Agent:

North Dakota Securities Commissioner
600 East Boulevard Avenue
State Capitol - 5th Floor
Bismarck, North Dakota 58505-0510
(701) 328-4712

RHODE ISLAND

Rhode Island Department of Business
Regulations
Securities Division
John O. Pastore Center
1511 Pontiac Avenue, Building 68-2
Cranston, Rhode Island 02920
(401) 462-9527

Agent:

Director of Department of Business
Regulation
Securities Division
John O. Pastore Center
1511 Pontiac Avenue, Building 68-2
Cranston, Rhode Island 02920
(401) 462-9527

SOUTH DAKOTA

Division of Insurance
Securities Regulation
124 S. Euclid Suite 104
Pierre, South Dakota 57501
(605) 773-3563

Agent:

Director of Division of Insurance
Securities Regulation
124 S. Euclid Suite 104
Pierre, South Dakota 57501
(605) 773-3563

VIRGINIA

State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219
(804) 371-9051

Agent:

Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219
(804) 371-9733

WASHINGTON

Department of Financial Institutions
Securities Division- 3rd Floor
150 Israel Road SW
Tumwater, WA 98501
(360) 902-8760

Agent:

Director of Department of Financial
Institutions
Securities Division – 3rd Floor
150 Israel Road SW
Tumwater, WA 98501
(360) 902-8760

WISCONSIN

Department of Financial Institutions
Division of Securities
201 West Washington Avenue
Third Floor
Madison, Wisconsin 53703
(608) 266-8557

Agent:

Commissioner of Securities
201 West Washington Avenue
Third Floor
Madison, Wisconsin 53703
(608) 266-8557

There may be states in addition to those listed above in which Franchisor has appointed an agent for service of process. There may also be additional agents appointed in some of the states listed

[Page Intentionally Left Blank]

EXHIBIT C-1

[Page Intentionally Left Blank]

Location: _____
Entity No.: _____
Unit No.: _____

WYNDHAM FRANCHISOR, LLC - WYNDHAM®
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (“Agreement”), dated _____, 20____, is between WYNDHAM FRANCHISOR, LLC, a Delaware limited liability company (“we”, “our” or “us”), and _____ (“you”). The definitions of capitalized terms are found in Appendix A. In consideration of the following mutual promises, the parties agree as follows:

1. Franchise. We have the exclusive right to franchise to you the distinctive “Wyndham” System for providing transient guest lodging services. We grant to you and you accept the Franchise, effective and beginning on the Opening Date and ending on the earliest to occur of the Term’s expiration or a Termination. The Franchise is effective only at the Location and may not be transferred or relocated. You will call the Facility a “Wyndham”. You may adopt additional or secondary designations for the Facility with our prior written consent, which we may withhold, condition, or withdraw on written notice in our sole discretion. You shall not affiliate or identify the Facility with another franchise system, reservation system, brand, cooperative or registered mark during the Term.

2. Reserved Rights. You acknowledges that (i) the Franchise relates solely to the Location; and (ii) unless otherwise set forth herein, this Agreement does not entitle you to any protected territory, territorial rights or exclusive area. You further acknowledge that we and our affiliates have and retain the right to own, develop and operate, and to license others to develop and operate, hotels and lodging facilities (including, without limitation, upscale, luxury, select service, resort and garden hotels and extended stay facilities), timeshare or vacation ownership resort properties, restaurants or other business operations of any type whatsoever, under any trade name, trademark and service mark at any location except the Location, including locations adjacent, adjoining or proximate to the Location, and that these business operations may compete directly with and adversely affect the operation of the Facility. You agree that we or our affiliates may exercise these rights from time to time without notice to you, and you covenant that you shall take no action, including any action in a court of law or equity, which may interfere with our or our affiliates’ exercise of such rights. Further, while this Agreement is in effect, neither you nor your officers, directors, general partners or owners of 25% or more of your Equity Interests, may own, operate, lease, manage or franchise any time share resort, vacation club, residence club, fractional ownership residence, condominium/apartment leasing or rental business or the like for any facility or business that shares directly or indirectly, common areas, amenities, recreation facilities, services, supplies or support activities with the Facility.

3. Your Improvement and Operating Obligations.

3.1 Pre-Opening Improvements. You must select, acquire, construct and/or renovate the Facility

as provided in Schedule D.

3.2 Operation.

3.2.1 You will operate and maintain the Facility continuously after the Opening Date on a year-round basis as required by System Standards and offer transient guest lodging and other related services of the Facility (including those required by System Standards or as specified on the Punch List) to the public in compliance with all federal, state and local laws, regulations and ordinances. You will keep the Facility in a clean, neat, and sanitary condition. You will clean, repair, replace, renovate, refurbish, paint, and redecorate the Facility and its FF&E as and when needed to comply with System Standards.

3.2.2 You will, at all times, retain and exercise management control over the Facility. Any lease, management agreement or other arrangement for operating the Facility or any part thereof shall be subject to our prior written consent, which may be withheld in its sole discretion. We require the retention of a competent hotel management company if you are not, in our reasonable discretion, sufficiently experienced in the operation of upper midscale hotels. You shall apply for our consent if you wish to engage a management company to manage the Facility. To be approved, a proposed management company must demonstrate to us, in our reasonable judgment, the capability to manage the Facility under this Agreement and the System. We may refuse to approve any proposed management company which, in our reasonable judgment, (i) is not financially capable or responsible, (ii) is inexperienced or unqualified in managerial skills or operational capacity or capability, or is otherwise unable to adhere fully to the obligations and requirements of this Agreement, (iii) does not provide us with all information that we reasonably request to evaluate the proposed management company, or (iv) because Confidential Information and competitively sensitive information is imparted to System franchisees and managers, the management company is a franchisor or owner, or is affiliated with a franchisor or owner, of a hotel trade name which is competitive with us or our affiliates, regardless of the number of hotels operating under such trade name.

3.2.3 We reserve the right, at our option and upon reasonable notice, to revoke our approval of any management company that fails to remain qualified to manage the Facility in our reasonable judgment. The management agreement between you and the management company for the Facility shall be subject and subordinate to this Agreement and in the event of any conflict between the management agreement and this Agreement, the controlling contract shall be this Agreement. The management company shall execute a separate rider to this Agreement (in the form of Schedule E), agreeing to comply with this Agreement in the management and operation of the Facility and by your covenants of confidentiality. We may require the management company to cause its key employees that we identify to execute covenants of confidentiality, in a form reasonably acceptable to us. Any replacement manager and replacement management agreement shall be submitted to us for our prior written approval.

3.2.4 You shall provide food and beverage service at the Facility in conformity with the standards and specifications prescribed in the System Standards Manual, sound food service management practices, and all applicable laws to ensure the highest level of safety, quality and service. Without limiting the foregoing, you agree: (i) to use and operate the restaurants and lounges solely for the

benefit of the Facility; (ii) to maintain in sufficient supply, and use at all times, food and beverage products and ingredients, supplies, paper goods, dinnerware and furnishings that conform to our standards and specifications; (iii) to sell or offer for sale only those menu items and beverages that comply with our standards and specifications and all applicable legal requirements (including, without limitation, all licensing and other requirements for the sale of alcoholic beverages); and (iv) to use only menus, signs, promotional displays and other materials that comply with the style, pattern and design prescribed in the System Standards Manual or otherwise approved in writing by us.

3.2.5 The Facility will accept payment from guests by all credit and debit cards or other forms of payment we designate in the System Standards Manual. The Facility will comply with the “Payment Card Industry Data Security Standard” concerning cardholder information, as well as applicable laws and regulations, and such other requirements as we may include in the System Standards Manual or as we may otherwise communicate from time to time for such purpose.

3.2.6 You may add to or discontinue the amenities, services and facilities as required by System Standards or as specified on the Punch List, or lease or subcontract any service or portion of the Facility only with our prior written consent, which we will not unreasonably withhold or delay. Your front desk operation, telephone system, parking lot, swimming pool (if any) and other guest service facilities may not be shared with or used by guests of another lodging or housing facility. Unless System Standards permit otherwise, you will not charge guests for local telephone calls made from guest room telephones or charge guests any access fee or surcharge on long distance telephone calls made from guest room telephones. You acknowledge that any breach of System Standards for the Facility, its guest amenities, and your guest service performance is a material breach of this Agreement.

3.2.7 Upon our reasonable request, you will provide us with then-current copies of the documents evidencing your ownership of, or right to possess, the Facility and/or the real property upon which the Facility is located, and a complete and accurate list of all of your owners and their Equity Interests.

3.3 Training. You (or a person with executive authority if you are an entity) and the Facility’s general manager (or other representative who exercises day to day operational authority) will attend the training programs described in Section 4.1 we designate as mandatory for franchisees or general managers, respectively. You will train or cause the training of all Facility personnel as and when required by System Standards and this Agreement. You will pay for all travel, lodging, meals and compensation expenses of the people you send for training programs, the cost of training materials and other reasonable charges we may impose for training under Section 4.1, and all travel, lodging, meal and facility and equipment rental expenses of our representatives if training is provided at the Facility.

3.4 Marketing.

3.4.1 You will participate in System marketing programs, including the Chain Websites, the Reservation System, and guest loyalty programs. You will obtain and maintain the computer and

communications service and equipment we specify to participate in the Reservation System. You will comply with our rules and standards for participation, and will honor reservations and commitments to guests and travel industry participants. You authorize us to offer and sell reservations for rooms and services at the Facility according to the rules of participation and System Standards. You may implement, at your option and expense, your own local advertising. Your advertising materials must use the Marks correctly, and must comply with System Standards or be approved in writing by us prior to publication. You will stop using any non-conforming, outdated or misleading advertising materials if we so request.

3.4.2 You must participate in any supplemental marketing, training or management alliance or cooperative of Chain franchisees formed to serve the Chain Facilities in your area or in a similar market segment. We may assist the cooperative with collecting contributions. You may be excluded from cooperative programs and benefits if you do not participate in all cooperative programs according to their terms, including making payments and contributions when due.

3.4.3 The Facility must participate in all mandatory Internet and distribution marketing activities and programs in accordance with the System Standards Manual, including any arrangements we make with third party distribution channels. You must provide us with information about the Facility and use our approved photographer for taking photographs of the Facility for posting on the Chain Websites, third party travel websites and various marketing media. The content you provide us or use yourself for any Internet or distribution marketing activities must be true, correct and accurate, and you will promptly notify us in writing, in accordance with our processes that are then in effect, when any correction to the content becomes necessary. You must promptly modify, at our request, the content of any Internet or distribution marketing materials for the Facility you use, authorize, display or provide to conform to System Standards. You will discontinue any Internet or distribution marketing activities that conflict, in our reasonable discretion, with Chain-wide Internet or distribution marketing activities. You must honor the terms of any participation agreement you sign for Internet or distribution marketing activities. You will pay when due any fees, commissions, charges and reimbursements relating to Internet or distribution marketing activities (i) in which you agree to participate, or (ii) that we designate as mandatory on a Chain-wide basis. We may suspend the Facility's participation in Internet and/or distribution marketing activities if you default under this Agreement.

3.4.4 You will participate in the Wyndham Rewards program or any successor guest rewards or loyalty program we determine is appropriate and pay the Loyalty Program Charge associated with the program as set forth in Schedule C. The Wyndham Rewards Front Desk Guide sets forth additional standards, which you agree to follow. The Front Desk Guide, including fees assessed and reimbursements rates, may be revised by us or our affiliates at any time upon thirty (30) days' prior notice.

3.4.5 As a requirement of your participation in the Reservation System, you must participate in our Signature Reservation Services ("SRS") program during the Term of the Agreement. Under the SRS program, you will pay the fees associated with certain calls answered by our agents on behalf of the Facility. The program terms and fees associated with the program are described in the SRS agreement that you will sign and deliver to us at the same time as you sign this Agreement.

3.5 Governmental Matters. You will obtain as and when needed all governmental permits, licenses and consents required by law to construct, acquire, renovate, operate and maintain the Facility and to offer all services you advertise or promote. You will obtain and maintain in full force and effect from and after the opening of the Facility all licenses required for the sale of alcoholic beverages. You will pay when due or properly contest all federal, state and local payroll, withholding, unemployment, beverage, permit, license, property, ad valorem and other taxes, assessments, fees, charges, penalties and interest, and will file when due all governmental returns, notices and other filings. You will comply with all applicable federal, state and local laws, regulations and orders applicable to you and/or the Facility, including those combating terrorism such as the USA Patriot Act and Executive Order 13224.

3.6 Financial Books & Records; Audits.

3.6.1 The Facility's transactions must be timely and accurately recorded in accounting books and records prepared on an accrual basis compliant with generally accepted accounting principles of the United States ("GAAP") and consistent with the most recent edition of the Uniform System of Accounts for the Lodging Industry published by the American Hotel & Lodging Association, as modified by this Agreement and System Standards. You acknowledge that your accurate and timely accounting for and reporting of Gross Room Revenues is a material obligation you accept under this Agreement.

3.6.2 Upon our request, you will send to us copies of financial statements, tax returns, and other records relating to the Facility for the applicable accounting period that we require under this Agreement and System Standards. We may notify you of a date on which we propose to audit the Facility's books and records at the Facility but such notice is not required. You will be deemed to confirm our proposed date unless you follow the instructions with the audit notice for changing the date. You need to inform us where the books and records will be produced. You need to produce for our auditors at the confirmed time and place for the audit the books, records, tax returns and financial statements for the Facility. We may require access to the property including guest rooms. We may also perform an audit of the Facility's books and records remotely or electronically without advance notice or your knowledge. Your staff must cooperate with and assist our auditors to perform any audit we conduct.

3.6.3 We will notify you in writing if you default under this Agreement because (i) you do not cure a violation of Section 3.6.2 within 30 days after the date of the initial audit, (ii) you cancel two or more previously scheduled audits, (iii) you refuse to admit our auditors during normal business hours at the place where you maintain the Facility's books and records, or refuse to produce the books and records at the audit or send them to us as required under this Agreement and System Standards for the applicable accounting periods, (iv) our audit determines that the books and records you produced are incomplete or show evidence of tampering or violation of generally accepted internal control procedures, or (v) our audit determines that that you have reported to us less than 97% of the Facility's Gross Room Revenues for any fiscal year preceding the audit. Our notice of default may include, in our sole discretion and as part of your performance needed to cure the default under this Section 3.6, an "Accounting Procedure

Notice.” The Accounting Procedure Notice requires that you obtain and deliver to us, within 90 days after the end of each of your next three fiscal years ending after the Accounting Procedure Notice, an audit opinion signed by an independent certified public accountant who is a member of the American Institute of Certified Public Accountants addressed to us that the Facility’s Gross Room Revenues you reported to us during the fiscal year fairly present the Gross Room Revenues of the Facility computed in accordance with this Agreement for the fiscal year. You must also pay any deficiency in Recurring Fees, any Audit Fee as defined in Section 4.8, we assess you for your default of Section 3.6 as described in Section 4.8, and/or other charges we identify and invoice as a result of the audit.

3.6.4 You will, at your expense, prepare and submit to us by the third day of each month, a statement in the form prescribed by us, accurately reflecting for the immediately preceding month all Gross Room Revenues and such other data or information as we may require. You must submit your statements to us using our on-line reporting and payment tool or through such other technology or means as we may establish from time to time.

3.7 Inspections. You acknowledge that the Facility’s participation in our quality assurance inspection program (including unannounced inspections) is a material obligation you accept under this Agreement. You will permit our representatives to perform quality assurance inspections of the Facility at any time with or without advance notice. The inspections will commence during normal business hours although we may observe Facility operation at any time. You and the Facility staff will cooperate with the representative performing the inspection. If the Facility fails an inspection, you refuse to cooperate with our representative, or you refuse to comply with our published inspection System Standards, then you will pay us when invoiced for any Reinspection Fee specified in System Standards Manuals plus the reasonable travel, lodging and meal costs our representative incurs for a reinspection. You will also be charged the Reinspection Fee if we must return to the Facility to inspect it as a result of your failure to complete any Improvement Obligation by the deadline established in any Punch List as set forth in Schedule D. We may also include the results of paper and electronic customer satisfaction surveys of your guests as well as unsolicited feedback received from your guests in your final quality assurance score. We may publish and disclose the results of quality assurance inspections and guest surveys. We may, at our discretion, implement a Chain-wide quality assurance/mystery shopper inspection program to be performed by a reputable third party. You must provide free lodging for the inspector(s) when he/she visits your Facility.

3.8 Insurance. You will obtain and maintain during the Term of this Agreement the insurance coverage required under the System Standards Manual from insurers meeting the standards established in the System Standards Manual. Unless we instruct you otherwise, your liability insurance policies will name as additional insureds Wyndham Franchisor, LLC, Wyndham Hotels & Resorts, Inc., Wyndham Hotel Group, LLC, and their current and former subsidiaries, affiliates, successors and assigns as their interests may appear. All policies must be primary and non-contributory with or excess of any insurance coverage that may be available to an additional insured. You must submit to us, annually, a copy of the certificate of or other evidence of renewal or extension of each such insurance policy as required by the System Standards. If you

fail to procure or maintain the required insurance, then we will have the right (without any obligation) to procure such insurance at your cost plus a reasonable fee.

3.9 Conferences and Meetings. You (or your representative with executive authority if you are an entity) and your general manager will attend each Chain conference and pay the Conference Fee we set for Chain Facilities, if and when we determine to hold a Chain conference. The Chain conference may be held as part of a Wyndham Hotel Group, LLC multi-brand conference with special sessions and programs for the Chain only. Mandatory recurrent training for franchisees and managers described in Section 4.1.4 may be held at a conference. The fee will be the same for all Chain Facilities that we franchise in the United States which we will charge you even if you do not attend. We may also require certain executive staff of the Facility to attend periodic meetings held to address matters of general interest to the Chain at such locations we designate. You shall pay the attendance fee we specify to defray the cost of the meeting, and you will also be responsible for the travel expenses, room, board and compensation for your personnel attending any such meeting.

3.10 Purchasing. You will purchase or obtain certain items we designate as proprietary or that bear or depict the Marks, such as signage, only from suppliers we approve. You may purchase other items for the Facility from any competent source you select, so long as the items meet or exceed System Standards.

3.11 Good Will. You will use reasonable efforts to protect, maintain and promote the name “Wyndham” and its distinguishing characteristics, and the other Marks. You will not permit or allow your officers, directors, principals, employees, representatives, or guests of the Facility to engage in, conduct which is unlawful or damaging to the good will or public image of the Chain or System. You agree that, in event that you or any of your principals or Guarantors is or is discovered to have been, convicted of a felony or any other offense likely to reflect adversely upon us, the System or the Marks, such conviction is a material, incurable breach of this Section. You will follow System Standards for identification of the Facility and for you to avoid confusion on the part of guests, creditors, lenders, investors and the public as to your ownership and operation of the Facility, and the identity of your owners. You will participate in good faith in Chain-wide guest service and satisfaction guarantee programs we require for all Chain Facilities. You shall use your best efforts to promote usage of other Chain Facilities by members of the public. Without our prior written consent, which may be withheld in our sole discretion, you shall ensure that no part of the Facility or the System is used to further or promote a different or competing business, including without limitation, advertising or promotion for guest lodging facilities other than those franchised by us or our affiliates and marketing, advertising or promoting any timeshare or vacation ownership resort not affiliated with us, our affiliates, or Wyndham Destinations, Inc. and its affiliates.

3.12 Facility Modifications. You may not materially modify, diminish or expand the Facility (or change its interior design, layout, FF&E, or facilities) until you receive our prior written consent, which we will not unreasonably withhold or delay. You will pay our Rooms Addition Fee then in effect for each guest room you add before you begin construction of any expansion. If we so request, you will obtain our prior written approval of the plans and specifications for any material

modification, which we will not unreasonably withhold or delay. You will not open to the public any material modification until we inspect it for compliance with the Approved Plans and System Standards.

3.13 Courtesy Lodging. You will provide lodging at the “Employee Rate” established in the System Standards Manual from time to time, (but only to the extent that adequate room vacancies exist) to our representatives and members of their immediate family. You are not required to provide more than two standard guest rooms at this rate on any given night.

3.14 Material Renovations. Beginning five years after the Opening Date, we may issue a “Material Renovation Notice” to you that will specify a Material Renovation for the Facility, to be commenced no sooner than 90 days after the notice is issued. You will perform the Material Renovations as and when the Material Renovation Notice requires. We will not issue a Material Renovation Notice within five years after the date of a prior Material Renovation Notice. In addition to your obligation to repair and maintain the Facility on an ongoing basis, and any Material Renovation, you must renovate your guest rooms and public spaces, including the replacement of soft goods (including but not limited to wall and floor coverings and window treatments) and case goods (including but not limited to furniture and fixtures, such as headboards, desks, tables, and armoires) periodically, as required by System Standards.

3.15 Technology Standards & Communications. You recognize that the System requires you to acquire, operate and maintain a computer-based property management system and provide guests with innovative technology for communications and entertainment. You must purchase the computer system and other equipment and software that we specify, including preventative maintenance software. We may modify System Standards to require new or updated technology at all Chain Facilities. At our request, you shall participate in any intranet or extranet system developed for use in connection with the System. Such intranet or extranet system may be combined with that of our affiliates. You shall agree to such terms and conditions for the use of such intranet or extranet system as we may prescribe, which may include, among other things: (a) confidentiality requirements for materials transmitted via such system; (b) password protocols and other security precautions; (c) grounds and procedures for our suspension or revocation of access to the system by you and others; and (d) a privacy policy governing the parties’ access to and use of electronic communications posted on electronic bulletin boards or transmitted via the system. You shall pay any fee imposed from time to time by us or a third party service provider in connection with hosting such system.

4. Our Operating and Service Obligations. We will provide you with the following services and assistance:

4.1 Training. We may offer (directly or indirectly by subcontracting with an affiliate or a third party) general manager training, remedial training, re-certification training, and supplemental training. You shall pay an annual, per-room training fee as set forth in the System Standards Manual to cover the cost of training offered by Franchisor, except as described in this Agreement or in System Standards.

4.1.1 General Manager Training. We will offer at our corporate offices, or at another location we designate, training for your general manager in our “Hospitality Management Program”. The program will not exceed two weeks in duration and will cover such topics as operating a Chain Facility, marketing and sales, financial management, guest services and people management. We may administer certain diagnostic tests via the Internet to measure the skill set of your general manager and, based in part on his/her score, offer certain Internet-based training as a supplement to the classroom training experience. Your initial general manager (or other representative who exercises day to day operational authority) for the Facility must complete this program to our satisfaction no later than 90 days after the Opening Date. Any replacement general manager must complete the training program to our satisfaction within 90 days after he/she assumes the position. If we do not offer a place in the training program within the above time frame, your replacement general manager must attend the next program held at which we offer a place. Your general manager for the Facility must complete the training even if you employ managers at other Chain Facilities who have already received this training. We charge you tuition for training for your general manager in our Hospitality Management Program which is set forth on Schedule D. If he/she does not attend the training within 90 days after the Opening Date, and for any replacement general manager, you must pay a separate tuition at the rate then in effect for the program when your manager attends the program. If you, or any other employee at the Facility, wishes to attend the training with your general manager, you can do so and you must pay the Additional Attendee Fee, currently \$1,400, which is payable by the scheduled date for the program and is in addition to the tuition due for your general manager. We may charge you full or discounted tuition for “refresher” training for your general manager or for additional staff members who attend the training program with your general manager. We will charge the then in effect discounted tuition for any additional staff members who attend the training program with your general manager. You must also pay for your, your general manager and/or additional staff member’s travel, lodging, meals, incidental expenses, compensation and benefits.

4.1.2 Remedial Training. We may require you, your general manager and/or your staff to participate in remedial training if the Facility receives a D or F (or equivalent score) on a quality assurance inspection, a D or F score on quality assurance electronic guest survey (or equivalent evaluation system), or experiences significant complaints to our customer care department or posted on third-party travel websites, distribution channels, blogs, social networks and other forums, as determined by us in our sole discretion. This training may be offered at our corporate offices, at a regional location, on-line or at the Facility. The training may be in the form of one or more classes held at different times and locations as we may require. You must pay the tuition in effect for this program when it is offered to you. If the training is provided at the Facility, you must provide lodging for our trainers. In addition, if at the time of your quality assurance inspection, you receive (i) a failure rating on guest room cleanliness and (ii) an average quality assurance score of F on cleanliness of guestroom category or cleanliness of bathroom category (based on a minimum of 10 electronic quality assurance guest surveys), then we may require you to take a one day, on-site remedial class on housekeeping within 60 days after the inspection. The cost of the remedial training described in this section is incorporated in the annual, per room training fee described in Section 4.1.

4.1.3 Ongoing Training and Support. In addition to the services provided in Section 4.1, the

annual training fee provides access to our learning management system, Wyndham University, which includes training via live workshops, e-learning modules, webinars, online courses, videos and other educational resources, accessible by you and your staff via the Internet. All general managers must complete recertification training at such intervals as we may establish in the System Standards Manual. You must pay us the tuition then in effect for the program. We may offer other mandatory or optional training programs for reasonable tuition or without charge. Recertification and other supplemental training may be offered in our corporate offices or other locations or held in conjunction with a Chain lodging conference. You must pay the then current tuition for the training as well as for your representative's travel, lodging, meals, incidental expenses, compensation and benefits while attending the training. We may offer, rent or sell to you other on-site training aids and materials, or require you to buy them at reasonable prices. We may also offer Internet-based training via the Chain's intranet website.

4.1.4 No Show and Cancellation Fees. If you or your general manager, or any other member of your staff you designate, fails to register for a required training program within the required time period, or registers for a training program but fails to attend such program as scheduled without, notifying us in advance, whether such attendance is required or optional, we may charge you a "no-show" fee of up to 100% of the tuition for the program. If you, your general manager or any other member of your staff cancels participation in any training program less than seven (7) days before it is scheduled to be held, we may charge you a "cancellation fee" of up to 50% of the tuition for the program. No-show and cancellation fees are in addition to the tuition you will have to pay at the then offered rate when you or your general manager attends the program. We may assess you additional no-show or cancellation fees for continued failures by you under this Section 4.1.

4.2 Reservation System. We will operate and maintain (directly or by contracting with an affiliate or one or more third parties) a computerized Reservation System or such technological substitute(s) as we determine, in our discretion. We will use the Reservation System Fees for the acquisition, development, support, equipping, maintenance, improvement and operation of the Reservation System. We or our Approved Supplier will provide software maintenance and support for the software we or an Approved Supplier license to you to connect to the Reservation System if you are up to date in your payment of Recurring Fees and all other fees you must pay under any other agreement with us, an affiliate or the supplier, as applicable. During the Term, the Facility will participate in the Reservation System on an exclusive basis, including entering into all related technology agreements and complying with all terms and conditions which we establish from time to time for participation. The Facility may not book any reservations through any other electronic reservation system, booking engine or other technology. You shall own and be responsible for compliance with all applicable laws, regulations or standards concerning all Guest Information within your possession or any service provider holding such information on your behalf, and we shall own and be responsible for compliance with all applicable laws, regulations or standards concerning all Guest Information within our possession or any service provider holding such information on our behalf. To the extent that you and we both possess identical Guest Information, your and our respective ownership rights and related compliance obligations with regard to such Guest Information shall be separate and independent from one another. We have the right to provide reservation services to lodging facilities other than Chain

Facilities or to other parties.

4.3 Marketing.

4.3.1 We will promote public awareness and usage of Chain Facilities by implementing advertising, promotion, publicity, market research, loyalty marketing and other marketing programs, training programs, and related activities as we deem appropriate. We will determine in our discretion: (i) the nature and type of media placement; (ii) the allocation (if any) among international, national, regional and local markets; and (iii) the nature and type of advertising copy, other materials and programs. We, or an affiliate, may be reimbursed from Marketing & Global Sales Fees for the reasonable direct and indirect costs, overhead or other expenses of providing marketing services. We are not obligated to supplement or advance funds available from System franchisees to pay for marketing activities. We do not promise that the Facility or you will benefit directly or proportionately from marketing activities.

4.3.2 We may, at our discretion, implement special international, national, regional or local promotional programs (which may or may not include the Facility) as we deem appropriate and may make available to you (to use at your option) media advertising copy and other marketing materials for prices which reasonably cover the materials' direct and indirect costs.

4.3.3 We may, at our discretion, implement "group booking" programs created to encourage use of Chain Facilities for tours, conventions and the like, possibly for an additional fee.

4.4 Purchasing and Other Services. We may offer for a reasonable fee other optional assistance to you with purchasing items used at or in the Facility. Our affiliates may offer this service on our behalf. We may restrict the vendors authorized to sell proprietary or Mark-bearing items in order to control quality, provide for consistent service or obtain volume discounts. We will maintain and provide to you lists of suppliers approved to furnish Mark-bearing items, or whose products conform to System Standards.

4.5 The System. We will control and establish requirements for all aspects of the System. We may, in our discretion, change, delete from or add to the System, including any of the Marks or System Standards, in response to changing market conditions. We may, in our discretion, permit deviations from System Standards, based on local conditions and our assessment of the circumstances. We may, in our discretion, change the designation standards for the Chain and then require that you change the designation of the Facility and related presentation of that designation where it appears. We will not be liable to you for any expenses, losses or damages you may sustain as a result of any Mark addition, modification, substitution or discontinuation.

4.6 Consultations and Standards Compliance. We will assist you to understand your obligations under System Standards by telephone, mail, during any visits by our employees to the Facility, through the System Standards Manual, at training sessions and during conferences, meetings and visits we conduct. We will provide telephone and mail consultation on Facility operation and marketing through our representatives. We will offer you access to any Internet website we may maintain to provide Chain franchisees with information and services, subject to any rules, policies

and procedures we establish for its use and access and to this Agreement. We may limit or deny access to any such website while you are in default under this Agreement.

4.7 System Standards Manual and Other Publications. We will specify System Standards in the System Standards Manual, policy statements or other publications which we may make available to you via our Chain intranet, in paper copies or through another medium. You will at all times comply with the System Standards. You acknowledge that the System Standards and the System Standards Manual are designed to protect the System and the Marks, and not to control the day-to-day operation of your business. We will provide you with access to the System Standards Manual promptly after we sign this Agreement. We will notify you via our Chain intranet or another medium of any System Standards Manual revisions and/or supplements as and when issued as well as any other publications and policy statements in effect for Chain franchisees from time to time.

4.8 Inspections and Audits. We have the unlimited right to conduct unannounced quality assurance inspections of the Facility and its operations, records and Mark usage to test the Facility's compliance with System Standards and this Agreement, and the audits described in Section 3.6. We have the unlimited right to reinspect if the Facility does not achieve the score required on an inspection. We may impose a reinspection fee and will charge you for our costs as provided in Section 3.7. In connection with an audit, you will pay us any understated amount plus interest under Section 3.6. If the understated amount is three percent (3%) or more of the total amount owed during a six month period, you will also pay us an "Audit Fee" equal to the costs and expenses associated with the audit. Our inspections are solely for the purposes of checking compliance with System Standards

4.9 Revenue Management. We offer revenue management services ("RMS") for additional fees. RMS is currently offered at three levels of service each of which offers a different frequency of inventory management, strategic positioning, future demand strategy and targeted promotions and packages. In addition to any required participation in RMS as described in Schedule D, we reserve the right to require you to participate in RMS at the same level as other similarly situated Chain Facilities (currently Diamond RMS) if the Facility does not have a dedicated, qualified revenue manager and (i) your hotel has 120 rooms or more, or (ii) we reasonably determine one is needed based on your hotel's occupancy or business mix. You are required to sign a Hotel Revenue Management Agreement for the applicable level of service as a requirement of your participation in RMS.

5. Term. The Term begins on the Effective Date and expires at the end of the [fifteenth (15th)]/[twentieth (20th)] Franchise Year. NEITHER PARTY HAS RENEWAL RIGHTS OR OPTIONS. However, if applicable law requires us to offer renewal rights, and you desire to renew this Agreement, then you will apply for a renewal franchise agreement at least six months, but not more than nine months, prior to the expiration date, and subject to such applicable law, you will have to meet our then-current requirements for applicants seeking a franchise agreement, which may include (i) executing our then-current form of license and other agreements, which license and other agreements may contain materially different terms and provisions (such as operating standards and fees) from those contained in this Agreement, (ii)

executing a general release of us and our affiliates, in form and substance satisfactory to us, (iii) completing a property improvement plan, and (iv) paying a standard renewal fee, if then applicable.

6. Application and Initial Fees. You must pay us a non-refundable Application Fee of \$10,000, which shall be applied to your Initial Fee or Relicense Fee. If your franchise is for a new construction or conversion Facility, you must pay us an Initial Fee. If you are a transferee of an existing Facility or are renewing an existing franchise, you will pay us a Relicense Fee. The amount of your Initial Fee or Relicense Fee is \$ _____, \$10,000 of which shall be applied from your Application Fee, and the remainder paid when you sign this Agreement and is fully earned and non-refundable when we sign this Agreement.

7. Monthly Fees, Taxes and Interest.

7.1 You will pay us certain fees each month of the Term payable in U.S. dollars (or such other currency as we may direct if the Facility is outside the United States). The Royalty and Marketing & Global Sales Fee described in Sections 7.1.1 and 7.1.2 are payable three days after the month in which they accrue, without billing or demand. Other fees are payable at the times set forth in the System Standards. These fees include the following:

7.1.1 A “Royalty” equal to five percent (5%) of Gross Room Revenues of the Facility accruing during the calendar month, to compensate us for granting you the Franchise and the opportunity to use the System, accrues from the earlier of the Opening Date or the date you begin operating the Facility under a Mark without our consent.

7.1.2 A “Marketing & Global Sales Fee” as stated in Schedule C for advertising, public relations, marketing, training, reservation and other related services and programs, accrues from the Opening Date until the end of the Term, including during periods when reservation service is suspended. We may use the Marketing & Global Sales Fees we collect, in whole or in part, to reimburse our reasonable direct and indirect costs, overhead or other expenses of providing marketing, training and reservation services. You will also pay or reimburse us as described in Schedule C for “Additional Fees” such as commissions we pay to travel and other agents for certain reservation and marketing services to generate reservations at the Facility plus a reasonable service fee, fees levied to pay for reservations for the Facility originated or processed through the Global Distribution System, the Chain Websites, and/or other reservation systems, distribution channels and networks, and fees for additional services and programs. We may charge Chain Facilities using the System outside the United States for reservation service using a different formula. We may change, modify, add or delete the Marketing & Global Sales Fee and/or Additional Fees in accordance with Schedule C.

7.2 You will pay to us taxes equal to any federal, state or local sales, gross receipts, use, value added, excise or similar taxes (collectively, “Taxes”) assessed against us on the Recurring Fees and basic charges by the jurisdictions where the Facility is located, but not including any income tax, franchise or other similar tax for our privilege of doing business in your State. You will pay Taxes to us when due.

7.3 “Interest” is payable when you receive our invoice on any past due amount payable to us under this Agreement at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, accruing from the due date until the amount is paid.

7.4 If a Transfer occurs, your transferee or you will pay us our then current Application Fee and a Relicense Fee equal to the Initial Fee we would then charge a new franchisee for the Facility.

7.5 You will report and pay to us all Recurring Fees and other fees and charges on-line via our self-service electronic invoice presentment and payment tool accessible through our Chain intranet. In the electronic on-line environment, payments can be made either through the electronic check payment channel or the credit card payment channel. We reserve the right to change, from time to time, the technologies or other means for reporting and paying fees to us by amending the System Standards Manual.

8. Indemnifications.

8.1 Independent of your obligation to procure and maintain insurance, you will indemnify, defend and hold the Indemnitees harmless, to the fullest extent permitted by law, from and against all Losses and Expenses, incurred by any Indemnitee for any investigation, claim, action, suit, demand, administrative or alternative dispute resolution proceeding, relating to or arising out of any transaction, occurrence or service at, or involving the operation of, the Facility, any payment you make or fail to make to us, any breach or violation of any contract or any law, regulation or ruling by, or any act, error or omission (active or passive) of, you, any party associated or affiliated with you or any of the owners, officers, directors, employees, agents, contractors or subcontractors of you or your affiliates, including when you are alleged or held to be the actual, apparent or ostensible agent of the Indemnitee, or the active or passive negligence of any Indemnitee is alleged or proven. You have no obligation to indemnify an Indemnitee for damages to compensate for property damage or personal injury if a court of competent jurisdiction makes a final decision not subject to further appeal that the Indemnitee engaged in willful misconduct or intentionally caused such property damage or bodily injury. This exclusion from the obligation to indemnify shall not, however, apply if the property damage or bodily injury resulted from the use of reasonable force by the Indemnitee to protect persons or property.

8.2 You will respond promptly to any matter described in the preceding paragraph, and defend the Indemnitee. You will reimburse the Indemnitee for all costs of defending the matter, including reasonable attorneys’ fees, incurred by the Indemnitee if your insurer or you do not assume defense of the Indemnitee promptly when requested, or separate counsel is appropriate, in our discretion, because of actual or potential conflicts of interest. We must approve any resolution or course of action in a matter that could directly or indirectly have any adverse effect on us or the Chain, or could serve as a precedent for other matters.

8.3 We will indemnify, defend and hold you harmless, to the fullest extent permitted by law, from and against all Losses and Expenses incurred by you in any action or claim arising from your proper use of the System alleging that your use of the System and any property we franchise to you is an

infringement of a third party's rights to any trade secret, patent, copyright, trademark, service mark or trade name. You will promptly notify us in writing when you become aware of any alleged infringement or an action is filed against you. You will cooperate with our defense and resolution of the claim. We may resolve the matter by obtaining a license of the property for you at our expense, or by requiring that you discontinue using the infringing property or modify your use to avoid infringing the rights of others.

9. Your Assignments, Transfers and Conveyances.

9.1 Transfer of the Facility. This Agreement is personal to you (and your owners if you are an entity). We are relying on your experience, skill and financial resources (and that of your owners and the guarantors, if any) to sign this Agreement with you. You may finance the Facility and grant a lien, security interest or encumbrance (but not in this Agreement) on it without notice to us or our consent. If a Transfer is to occur, the transferee or you must comply with Section 9.3. Your Franchise is subject to Termination when the Transfer occurs. The Franchise is not transferable to your transferee, who has no right or authorization to use the System and the Marks when you transfer ownership or possession of the Facility. The transferee may not operate the Facility under the System, and you are responsible for performing the post-termination obligations in Section 13. You and your owners may, only with our prior written consent and after you comply with Sections 9.3 and 9.6, assign, pledge, transfer, delegate or grant a security interest in all or any of your rights, benefits and obligations under this Agreement, as security or otherwise. As a condition of our consent, if your interest in this Agreement is proposed as the collateral of a security interest, then we may require that you and your lender execute a comfort letter in the form described in our then-current disclosure document and that you pay our then-current fee for processing such a request. Transactions involving Equity Interests that are not Equity Transfers do not require our consent and are not Transfers.

9.2 Financing Documents. Neither you, nor any of your Equity Interest owners, shall represent in any proposed financing arrangement to any proposed lender or participant in a private or public investment offering that we or any of our affiliates are or shall be in any way responsible for your obligations or financial projections, if any, set forth in such financing arrangement or investment offering or that we or any of our affiliates are or shall be participating in such private or public investment offering. In addition, any proposed financing arrangement where the service mark "Wyndham" appears, or a reference to this Agreement appears, shall contain a disclaimer in bold face type substantially as follows: THE BORROWER IS A PARTY TO AN AGREEMENT WITH WYNDHAM FRANCHISOR, LLC TO OPERATE HOTELS USING THE SERVICE MARK "WYNDHAM." NEITHER WYNDHAM FRANCHISOR, LLC NOR ITS AFFILIATES OWN ANY SUCH HOTELS OR ARE A PARTY TO THIS FINANCING AND HAVE NOT PROVIDED OR REVIEWED, AND ARE NOT RESPONSIBLE FOR, ANY DISCLOSURES OR OTHER INFORMATION SET FORTH HEREIN. Also, at least fifteen (15) days prior to closing such financing, you shall submit to us a written statement certifying that you have not misrepresented or overstated your relationship with us and our affiliates or your rights to use the Marks

9.3 Conditions. We may condition and withhold our consent to a Transfer when required under

this Section 9 until the transferee and you meet certain conditions; however, we will not unreasonably withhold, delay or condition our consent to a Transfer if the Facility is then financed under a program in which the United States Small Business Administration (“SBA”) guarantees the financing or its repayment. If a Transfer is to occur, the transferee (or you, if an Equity Transfer is involved) must first complete and submit our application, qualify to be a franchisee in our sole discretion, given the circumstances of the proposed Transfer, provide the same supporting documents as a new franchise applicant, pay the Application Fee and Relicense Fee then in effect, sign the form of Franchise Agreement we then offer and agree to renovate the Facility as we reasonably determine. We will provide a Punch List of improvements we will require after we receive the transferee’s Application. We may require structural changes to the Facility if it no longer meets System Standards for entering facilities, or, in the alternative, condition our approval of the Transfer on limiting the transferee’s term to the balance of your Term, or adding a right to terminate without cause exercisable by either party after a period of time has elapsed. Our consent to the transaction will not be effective until these conditions are satisfied. If we do not approve the Transfer, we may, in our sole discretion, allow you to terminate the Franchise when you sell the Facility and pay us Liquidated Damages under Section 12.1. Such payment would be due and payable when you transfer possession of the Facility. We must also receive general releases from you and each of your owners, and payment of all amounts then owed to us and our affiliates by you, your owners, your affiliates, the transferee, its owners and affiliates, under this Agreement or otherwise. Our consent to a Transfer is not a waiver of (i) any claims we may have against you; or (ii) our right to demand strict compliance from the Transferee with the terms of its agreement.

9.4 Permitted Transferee Transactions. Provided that you comply with this Section 9.4, you may (i) transfer an Equity Interest to a Permitted Transferee or (ii) effect an Equity Transfer to a Permitted Transferee without obtaining our consent, renovating the Facility or paying a Relicense Fee or Application Fee. No Transfer will be deemed to occur. You must not be in default and you must comply with the application and notice procedures specified in Sections 9.3 and 9.6. Each Permitted Transferee must first agree in writing to be bound by this Agreement, or at our option, execute the Franchise Agreement form then offered prospective franchisees. No transfer to a Permitted Transferee shall release a living transferor from liability under this Agreement or any guarantor under any guaranty of this Agreement. A transfer resulting from a death may occur even if you are in default under this Agreement.

9.5 Attempted Transfers. Any transaction requiring our consent under this Section 9 in which our consent is not first obtained will be void, as between you and us. You will continue to be liable for payment and performance of your obligations under this Agreement until we terminate this Agreement, all your financial obligations to us are paid and all System identification is removed from the Facility.

9.6 Notice of Transfers. You will give us at least 30 days prior written notice of any proposed Transfer or Permitted Transferee transaction. You will notify us when you sign a contract to Transfer the Facility and 10 days before you intend to close on the transfer of the Facility. We will respond to all requests for our consent and notices of Permitted Transferee transactions within a reasonable time, not to exceed 30 days. You will notify us in writing within 30 days after a change in ownership of 25% or more of your Equity Interests that are not publicly held or that is not an

Equity Transfer, or a change in the ownership of the Facility if you are not its owner. You will provide us with lists of the names, addresses, and ownership percentages of your owner(s) at our request.

9.7 Right of First Refusal.

9.7.1 Notwithstanding any other provision herein, if you wish to engage in a Transfer of all or part of your interest in the assets of the Facility or this Agreement or if an Equity Interest owner of the franchising entity wishes to complete an Equity Transfer, pursuant to any bona fide offer received from a third party to purchase such interest, then such proposed seller shall promptly notify us in writing of each such offer and shall provide such information and documentation relating to the offer as we may require. We shall have the right and option, exercisable within thirty (30) days after receipt of such written notification and copies of all documentation we request describing the terms of such offer, to send written notice to seller that we intend to purchase the seller's interest on the same terms and conditions offered by the third party. If we elect to purchase the seller's interest, closing on such purchase must occur within the later of sixty (60) days from the date of notice to the seller of our election to purchase, sixty (60) days after the date we receive and obtains all necessary permits and approvals, or such other date as the parties agree upon in writing. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to our same right of first refusal as in the case of an initial offer. Our failure to exercise the option afforded by this Section 9.7.1 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of Section 9, with respect to a proposed Transfer.

9.7.2 If an offer from a third party provides for payment of consideration other than cash or involves specific intangible benefits, we may elect to purchase the interest proposed to be sold for the reasonable cash equivalent. If the parties cannot agree within a reasonable time on the reasonable cash equivalent of the non-cash part of the offer, then such amount shall be determined by two (2) appraisers, with each party selecting one (1) appraiser, and the average of their determinations shall be binding. In the event of such appraisal, each party shall bear its own legal and other costs and shall bear the appraisal fees equally. If we exercise our right of first refusal, we shall have the right to set off against any payment due the seller (i) all fees for any such independent appraiser due from the seller, and (ii) all amounts due from you or any of your affiliates.

9.7.3 Failure to comply with the provisions of this Section prior to the transfer of any interest in franchising entity, the Facility or this Agreement shall constitute a material event of default under this Agreement.

10. Our Assignments. We may transfer, assign, delegate or subcontract all or any part of our rights and duties under this Agreement, including by operation of law or otherwise, without notice and without your consent. You are not the third party beneficiary of any contract with a third party to provide services to you under this Agreement. We may dissolve, terminate and wind up our business under applicable law but we will transfer the System and this Agreement to a party that will perform the franchisor's obligations and that will assume this Agreement in writing. We will have no obligations to you with respect to any assigned right or duty after you are notified that our transferee has assumed such rights or duties under this Agreement except those that arose before we

assign this Agreement.

11. Default and Termination.

11.1 Default. You will be in default under this Agreement if (a) you do not pay us when a payment is due under this Agreement or under any other instrument, debt, agreement or account with us related to the Facility, (b) you do not perform any of your other obligations when this Agreement and the System Standards Manual require, or (c) if you otherwise breach this Agreement. If your default is not cured within ten days after you receive written notice from us that you have not filed your monthly report, paid us any amount that is due or breached your obligations regarding Confidential Information, or within 30 days after you receive written notice from us of any other default (except as noted below), then we may terminate this Agreement by written notice to you under Section 11.2. We will not exercise our right to terminate if you have completely cured your default during the time allowed for cure, or until any waiting period required by law has elapsed. In the case of a default resulting from the Facility's failure to meet Quality Standards as measured by a quality assurance inspection, if you have acted diligently to cure the default but cannot do so, and the default does not relate to health or safety, we may, in our discretion, enter into an improvement agreement with you provided you request such an agreement within 30 days after receiving notice of the failing inspection. If we have entered into an improvement agreement, you must cure the default within the time period specified in the improvement agreement which shall not exceed 90 days after the failed inspection. We may terminate this Agreement and any or all rights granted hereunder if you do not timely perform that improvement agreement.

11.2 Termination. We may terminate this Agreement effective when we send written notice to you or such later date as required by law or as stated in the default notice, when (1) you do not cure a default as provided in Section 11.1 or we are authorized to terminate under Schedule D due to your failure to perform your Improvement Obligation, (2) you discontinue operating the Facility as a "Wyndham", (3) you do or perform, directly or indirectly, any act or failure to act that in our reasonable judgment is or could be injurious or prejudicial to the goodwill associated with the Marks or the System, (4) you lose ownership, possession, or the right to possession of the Facility or otherwise lose the right to conduct the franchised business at the Location, (5) you (or any guarantor) suffer the termination of another license or franchise agreement with us or one of our affiliates, (6) you intentionally maintain false books and records or submit a materially false report to us, (7) you (or any guarantor) generally fail to pay debts as they come due in the ordinary course of business, (8) you, any guarantor or any of your Owners or agents misstated to us or omitted to tell us a material fact to obtain or maintain this Agreement with us, (9) you receive two or more notices of default from us in any one year period (whether or not you cure the defaults), (10) a violation of Section 9 occurs, or a Transfer occurs before the relicensing process is completed, (11) you or any of your Equity Interest Owners contest in court the ownership or right to franchise or license all or any part of the System or the validity of any of the Marks, (12) you, any guarantor or the Facility is subject to any voluntary or involuntary bankruptcy, liquidation, dissolution, receivership, assignment, reorganization, moratorium, composition or a similar action or proceeding that is not dismissed within 60 days after its filing, (13) you maintain or operate the Facility in a manner that endangers the health or safety of the Facility's guests, (14) if a threat to

public health or safety exists at the Facility and we reasonably determine that an immediate shut down of the Facility to be necessary to avoid substantial risk of liability or goodwill, (15) you disclose of any Confidential Information in violation of this Agreement.

11.3 Casualty and Condemnation.

11.3.1 You will notify us promptly after the Facility suffers a Casualty that prevents you from operating in the normal course of business, with less than 75% of guest rooms available. You will give us information on the availability of guest rooms and the Facility's ability to honor advance reservations. You will tell us in writing within 60 days after the Casualty whether or not you will restore, rebuild and refurbish the Facility to conform to System Standards and its condition prior to the Casualty. This restoration will be completed within 180 days after the Casualty. You may decide within the 60 days after the Casualty, and if we do not hear from you, we will assume that you have decided, to terminate this Agreement, effective as of the date of your notice or 60 days after the Casualty, whichever comes first. If this Agreement so terminates, you will pay all amounts accrued prior to Termination and follow the post-termination requirements in Section 13. You will not be obligated to pay Liquidated Damages if the Facility will no longer be used as a transient guest lodging facility for 3 years after the Casualty.

11.3.2 You will notify us in writing within 10 days after you receive notice of any proposed Condemnation of the Facility, and within 10 days after receiving notice of the Condemnation date. This Agreement will terminate on the date the Facility or a substantial portion is conveyed to or taken over by the condemning authority but you will be liable for the condemnation payments set forth in Section 12.2.

11.3.3 In the event that you have any right to a protected territory, the protected territory covenants will terminate when you give us notice of any proposed Condemnation or that you will not restore the Facility after a Casualty.

11.4 Our Other Remedies. We may suspend the Facility from the Reservation System for any default or failure to pay or perform under this Agreement or any other written agreement with us relating to the Facility, discontinue reservation referrals to the Facility for the duration of such suspension, and may divert previously made reservations to other Chain Facilities after giving notice of non-performance, non-payment or default. All fees accrue during the suspension period. Reservation service will be restored after you have fully cured any and all defaults and failures to pay and perform. We may charge you, and you must pay as a condition precedent to restoration of reservation service, a Reconnection Fee specified on Schedule C to reimburse us for our costs associated with service suspension and restoration. We may deduct points under our quality assurance inspection program for your failure to comply with this Agreement or System Standards. We may also suspend or terminate any temporary or other fee reductions we may have agreed to in this Agreement and/or any stipulations in Section 18 below, and/or cease to provide any operational support until you address any failure to perform under this Agreement. You agree that our exercise of any rights in this Section will not constitute an actual or constructive Termination of this Agreement. All such remedies are cumulative and not in lieu of any other rights or remedies we may have under this Agreement. If we exercise our right not to terminate this

Agreement but to implement such suspension and/or removal, we reserve the right at any time after the appropriate cure period under the written notice has lapsed, to, upon written notice to you, terminate this Agreement without giving you any additional corrective or cure period (subject to applicable law). You recognize that any use of the System not in accord with this Agreement will cause us irreparable harm for which there is no adequate remedy at law, entitling us to injunctive and other relief, without the need for posting any bond. We may litigate to collect amounts due under this Agreement without first issuing a default or Termination notice. Consent or approval may be withheld while you are in default under this Agreement or may be conditioned on the cure of all your defaults. Once a Termination or expiration date for this Agreement has been established in accordance with the provisions of this Agreement, we may cease accepting reservations through the Reservation System for any person(s) seeking to make a reservation for a stay on any date including or following the Termination or expiration of this Agreement.

11.5 Your Remedies.

11.5.1 If our approval or consent is required under this Agreement and we do not issue our approval or consent within a reasonable time, but in any event not less than 30 days after we receive all of the information we request, and you believe our failure to approve or consent is wrongful, then you may bring a legal action against us to compel us to issue our approval or consent. To the extent permitted by applicable law, this action to compel us to issue our approval or consent shall be your exclusive remedy.

11.5.2 You (and your owners and guarantors) waive, to the fullest extent permitted by law, any right to, or claim for, any punitive or exemplary damages against us and against any affiliates, owners, employees or agents of us, and agree that in the event of a dispute, you will be limited to the recovery of any actual damages sustained and any equitable relief to which you might be entitled.

12. Liquidated Damages.

12.1 Generally. If we terminate this Agreement under Section 11.2, or you terminate this Agreement (except under Section 11.3 or as a result of our default which we do not cure within a reasonable time after written notice), you will pay us within 10 days following the date of Termination, as Liquidated Damages, an amount equal to the average monthly accrued Recurring Fees during the immediately preceding 12 full calendar months multiplied by 36 (or the number of months remaining in the unexpired Term (the "Ending Period") at the date of Termination, whichever is less). If the Facility has been open for fewer than 12 months, then the amount shall be the average monthly Recurring Fees since the Opening Date multiplied by 36. You will also pay any applicable Taxes assessed on such payment and Interest calculated under Section 7.3 accruing from 10 days after the date of termination. Before the Ending Period, Liquidated Damages will not be less than the product of \$3,000 multiplied by the number of guest rooms that you are authorized to operate under Schedule B of this Agreement as of the Termination. In the event that we authorize you to reduce the number of rooms at the Facility after the Opening Date, then we reserve the right to charge Liquidated Damages for those rooms on a per-room basis, either at the time they are removed from the Facility's inventory or at Termination. If we terminate this Agreement under

Schedule D before the Opening Date, then you will pay us, within 10 days after you receive our notice of termination, Liquidated Damages in an amount equal to \$1,500 per guest room described on Schedule B. If any valid, applicable law or regulation of a competent governmental authority having jurisdiction over this Agreement limits your ability to pay, and our ability to receive, the Liquidated Damages you are obligated to pay hereunder, you shall be liable to us for any and all damages which we incur, now or in the future, as a result of your breach of this Agreement. Liquidated Damages are paid in place of our claims for lost future Recurring Fees under this Agreement. Our right to receive other amounts due under this Agreement is not affected.

12.2 **Condemnation Payments.** In the event a Condemnation is to occur, you will pay us fees set forth in Section 7 for a period of one year after we receive the initial notice of condemnation described in Section 11.3, or until the Condemnation occurs, whichever is longer. You will pay us Liquidated Damages equal to the average daily Recurring Fees for the one year period preceding the date of your condemnation notice to us multiplied by the number of days remaining in the one year notice period if the Condemnation is completed before the one year notice period expires. This payment will be made within 30 days after Condemnation is completed (when you close the Facility or you deliver it to the condemning authority). You will pay no Liquidated Damages if the Condemnation is completed after the one year notice period expires, but you must pay fees set forth in Section 7 when due until Condemnation is completed.

13. **Your Duties At and After Termination.** When a Termination occurs for any reason whatsoever:

13.1 **System Usage Ceases.** You must comply with the following “de-identification” obligations. You will immediately stop using the System to operate and identify the Facility. You will remove all signage and other items bearing any Marks and follow the other steps detailed in the System Standards Manual or other brand directives for changing the identification of the Facility. You will promptly paint over or remove the Facility’s distinctive System trade dress, color schemes and architectural features. You shall not identify the Facility with a confusingly similar mark or name, or use the same colors as the System trade dress for signage, printed materials and painted surfaces. You will cease all Internet marketing using any Marks to identify the Facility. If you do not strictly comply with all of the de-identification requirements above, in the System Standards Manual and in our other brand directives, you agree to pay us a royalty equal to \$2,000 per day until de-identification is completed to our satisfaction.

13.1.1 **Cancel Assumed Name Certificate.** You shall take such action as may be necessary to cancel any assumed name or equivalent registration which contains the name “Wyndham” or any variation thereof or any other Mark. You shall provide us with evidence to our satisfaction of compliance with this obligation within thirty (30) days after Termination or expiration of this Agreement.

13.2 **Other Duties.** You will pay all amounts owed to us under this Agreement within 10 days after Termination. We may immediately remove the Facility from the Reservation System and divert reservations as authorized in Section 11.4. We may notify third parties that the Facility is no longer associated with the Chain. We may also, to the extent permitted by applicable law, and

without prior notice enter the Facility, and any other parcels, remove software (including archive and back-up copies) for accessing the Reservation System, all copies of the System Standards Manual, Confidential Information, equipment and all other personal property of ours. If you have not completed your de-identification obligations to our satisfaction, we may paint over or remove and purchase for \$10.00, all or part of any interior or exterior Mark-bearing signage (or signage face plates), including billboards, whether or not located at the Facility, that you have not removed or obliterated within five days after Termination. You will promptly pay or reimburse us for our cost of removing such items, net of the \$10.00 purchase price for signage. We will exercise reasonable care in removing or painting over signage. We will have no obligation or liability to restore the Facility to its condition prior to removing the signage. We shall have the right, but not the obligation, to purchase some or all of the Facility's Mark-bearing FF&E and supplies at the lower of their cost or net book value, with the right to set off their aggregate purchase price against any sums then owed us by you. You will transfer to us any domain names you own that include any material portion of the Marks.

13.3 Reservations. The Facility will honor any advance reservations, including group bookings, made for the Facility prior to Termination at the rates and on the terms established when the reservations are made and pay when due all related travel agent commissions. You acknowledge and agree that once a Termination or expiration date for this Agreement has been established in accordance with the provisions of this Agreement, we may stop accepting reservations through the Reservation System for any person(s) seeking to make a reservation for a stay on any date on or after the Termination or expiration of this Agreement. In addition, when this Agreement terminates or expires for any reason, we have the right to contact those individuals or entities who have reserved rooms with you through the Central Reservation System to inform them that your lodging facility is no longer part of the System. We further have the right to inform those guests of other facilities within the System that are near your Facility in the event that the guests prefer to change their reservations. You agree that the exercise of our rights under this Section will not constitute an interference with your contractual or business relationship.

13.4 Survival of Certain Provisions. Sections 3.6 (as to audits, for 2 years after Termination), first two sentences of 3.11, 7 (as to amounts accruing through termination), 8, 11.3.2, 11.4, 12, 13, 15, 16 and 17 survive Termination of this Agreement. Additionally, all covenants, obligations and agreements of yours which by their terms or by implication are to be performed after the Termination or expiration of the Term, shall survive such Termination or expiration.

14. Your Representations and Warranties. You expressly represent and warrant to us as follows:

14.1 Quiet Enjoyment and Financing. You own, or will own prior to commencing improvement, or lease, the Location and the Facility. You will be entitled to possession of the Location and the Facility during the entire Term without restrictions that would interfere with your performance under this Agreement, subject to the reasonable requirements of any financing secured by the Facility. You have, when you sign this Agreement, and will maintain during the Term, adequate financial liquidity and financial resources to perform your obligations under this Agreement. If you are an entity, all of your owners, including any subsequent person or entity that

becomes an owner at any time after the Effective Date, shall sign our then-current form of personal guaranty guaranteeing all of your obligations under this Agreement, unless expressly waived by us in our sole discretion.

14.2 This Transaction. You and the persons signing this Agreement for you have full power and authority and have been duly authorized, to enter into and perform or cause performance of your obligations under this Agreement. You have obtained all necessary approvals of your owners, Board of Directors and lenders. No executory franchise, license or affiliation agreement for the Facility exists other than this Agreement. Your execution, delivery and performance of this Agreement will not violate, create a default under or breach of any charter, bylaws, agreement or other contract, license, permit, indebtedness, certificate, order, decree or security instrument to which you or any of your principal owners is a party or is subject or to which the Facility is subject. Neither you nor the Facility is the subject of any current or pending merger, sale, dissolution, receivership, bankruptcy, foreclosure, reorganization, insolvency, or similar action or proceeding on the date you execute this Agreement and was not within the three years preceding such date, except as disclosed in the Application. You will submit to us the documents about the Facility, you, your owners and your finances that we request in the Franchise Application (or after our review of your initial submissions) before or within 30 days after you sign this Agreement. You represent and warrant to us that the information you provided in your Application is true, correct and accurate. To the best of your knowledge, neither you, your owners (if you are an entity), your officers, directors or employees or anyone else affiliated or associated with you, whether by common ownership, by contract, or otherwise, has been designated as, or are, a terrorist, a “Specially Designated National” or a “Blocked Person” under U.S. Executive Order 13224, in lists published by the U.S. Department of the Treasury’s Office of Foreign Assets Control, or otherwise.

14.3 No Misrepresentations or Implied Covenants. All written information you submit to us about the Facility, you, your owners, any guarantor, or the finances of any such person or entity, was or will be at the time delivered and when you sign this Agreement, true, accurate and complete, and such information contains no misrepresentation of a material fact, and does not omit any material fact necessary to make the information disclosed not misleading under the circumstances. There are no express or implied covenants or warranties, oral or written, between we and you except as expressly stated in this Agreement.

15. Proprietary Rights.

15.1 Marks and System. You will not acquire any interest in or right to use the System or Marks except under this Agreement. You will not apply for governmental registration of the Marks, or use the Marks or our corporate name in your legal name, but you may use a Mark for an assumed business or trade name filing. You agree (i) to execute any documents we request to obtain or maintain protection for the Marks; (ii) use the Marks only in connection with the operation of the Facility as permitted by the System Standards; and (iii) that your unauthorized use of the Marks shall constitute both an infringement of our rights and a material breach of your obligations under this Agreement. You shall not, and shall not assist other to, challenge or otherwise contest the validity or ownership of the System or Marks.

15.2 Inurements. All present and future distinguishing characteristics, improvements and additions to or associated with the System by us, you or others, and all present and future service marks, trademarks, copyrights, service mark and trademark registrations used and to be used as part of the System, and the associated good will, shall be our property and will inure to our benefit. You covenant that you will not, directly or indirectly through an affiliate, use the design embodied in the Prototype Plans to design, construct or modify any structure other than a Chain Facility. You acknowledge that the Prototype Plans include non-functional trade dress that is an integral part of the System and you covenant that you will not, directly or indirectly through an affiliate, use the trade dress in any structure that is not a Chain Facility. No good will shall attach to any secondary designator that you use.

15.3 Other Locations and Systems. We and our affiliates each reserve the right to own (including through a joint venture or otherwise) in whole or in part, manage, operate, use, lease, finance, sublease, franchise, license (as franchisor or franchisee), or provide services to (i) distinctive separate lodging or food and beverage marks and other intellectual property which are not part of the System, and to enter into separate agreements with you or others (for separate charges) for use of any such other marks or proprietary rights, (ii) other lodging, food and beverage facilities, or businesses, under the System utilizing modified System Standards, and (iii) a Chain Facility at or for any location other than the Location. You acknowledge that we are affiliated with or in the future may become affiliated with other lodging providers or franchise systems that operate under names or marks other than the Marks. We and our affiliates may use or benefit from common hardware, software, communications equipment and services and administrative systems for reservations, franchise application procedures or committees, marketing and advertising programs, personnel, central purchasing, Approved Supplier lists, franchise sales personnel (or independent franchise sales representatives).

15.4 Confidential Information. You will take all appropriate actions to preserve the confidentiality of all Confidential Information. Access to Confidential Information should be limited to persons who need the Confidential Information to perform their jobs and are subject to your general policy on maintaining confidentiality as a condition of employment or who have first signed a confidentiality agreement. You will not permit copying of Confidential Information (including, as to computer software, any translation, decompiling, decoding, modification or other alteration of the source code of such software). You will use Confidential Information only for the Facility and to perform under this Agreement. Upon Termination (or earlier, as we may request), you shall return to us all originals and copies of the System Standards Manual, policy statements and Confidential Information “fixed in any tangible medium of expression,” within the meaning of the U.S. Copyright Act, as amended. Your obligations under this subsection commence when you sign this Agreement and continue for trade secrets (including computer software we license to you) as long as they remain secret and for other Confidential Information, for as long as we continue to use the information in confidence, even if edited or revised, plus three years. We will respond promptly and in good faith to your inquiry about continued protection of any Confidential Information.

15.5 Litigation. You will promptly notify us of (i) any adverse or infringing uses of the Marks (or names or symbols confusingly similar), Confidential Information or other System intellectual

property, and (ii) any threatened or pending litigation related to the System against (or naming as a party) you or us of which you become aware. We alone have the right to control any proceeding or litigation involving use of all or any part of the System, including any settlement. We need not initiate suit against imitators or infringers who do not have a material adverse impact on the Facility, or any other suit or proceeding to enforce or protect the System in a matter we do not believe to be material. We also have the right to keep all sums obtained in settlement or as a damages award in any proceeding or litigation without any obligation to share any portion of the settlement sums or damages award with you. You will cooperate with our efforts to resolve these disputes.

15.6 The Internet and other Distribution Channels. You may use the Internet to market the Facility subject to this Agreement and System Standards. You shall not use, license or register any domain name, universal resource locator, or other means of identifying you or the Facility that uses a Mark or any image or language confusingly similar to a Mark except as otherwise expressly permitted by the System Standards Manual or with our written consent. You will assign to us any such identification at our request without compensation or consideration. You may not purchase any key words for paid search or other electronic marketing that utilizes any Mark without our written consent. You must make available through the Reservation System and the Chain Website all rates you offer directly to the general public or indirectly via Internet marketing arrangements with third parties. You agree to participate in our Central Commission Payment Program and to reimburse us for any fees or commissions we pay to intermediaries and retailers on your behalf or for Chain Facilities to participate in their programs. You must participate in the Chain's best available rate on the Internet guarantee or successor program. The content you provide us or use yourself for any Internet or distribution marketing activity must be true, correct and accurate, and you will notify us in writing promptly when any correction to the content becomes necessary. You shall promptly modify at our request the content of any Internet or distribution marketing materials for the Facility you use, authorize, display or provide to conform to System Standards. Any use of the Marks and other elements of the System on the Internet inures to our benefit under Section 15.2.

16. Relationship of Parties.

16.1 Independence. You are an independent contractor. You are not our legal representative or agent, and you have no power to obligate us for any purpose whatsoever. We and you have a business relationship based entirely on and circumscribed by this Agreement. No partnership, joint venture, agency, fiduciary or employment relationship is intended or created by reason of this Agreement. You will exercise full and complete control over and have full responsibility for your contracts, daily operations, labor relations, employment practices and policies, including, but not limited to, the recruitment, selection, hiring, disciplining, firing, compensation, work rules and schedules of your employees.

16.2 Joint Status. If you are comprised of two or more persons or entities (notwithstanding any agreement, arrangement or understanding between or among such persons or entities) the rights, privileges and benefits of this Agreement may only be exercised and enjoyed jointly. The liabilities and responsibilities under this Agreement will be the joint and several obligations of all such

persons or entities.

17. Legal Matters.

17.1 Partial Invalidity. If all or any part of a provision of this Agreement violates the law of your state (if it applies), such provision or part will not be given effect. If all or any part of a provision of this Agreement is declared invalid or unenforceable, for any reason, or is not given effect by reason of the prior sentence, the remainder of the Agreement shall not be affected. However, if in our judgment the invalidity or ineffectiveness of such provision or part substantially impairs the value of this Agreement to us, then we may at any time terminate this Agreement by written notice to you without penalty or compensation owed by either party.

17.2 Waivers, Modifications and Approvals. If we allow you to deviate from this Agreement, we may insist on strict compliance at any time after written notice. Our silence or inaction will not be or establish a waiver, consent, course of dealing, implied modification or estoppel. All modifications, waivers, approvals and consents of or under this Agreement by us must be in writing and signed by our authorized representative to be effective. We may unilaterally revise Schedule C when this Agreement so permits.

17.3 Notices. Notices will be effective if in writing and delivered (i) by facsimile transmission with confirmation original sent by first class mail, postage prepaid, (ii) by delivery service, with proof of delivery, (iii) by first class, prepaid certified or registered mail, return receipt requested, (iv) by electronic mail, posting of the notice on our Chain intranet site or by a similar technology; or (v) by such other means as to result in actual or constructive receipt by the person or office holder designated below, to the appropriate party at its address stated below or as it may otherwise designated by notice. The parties may also communicate via electronic mail between addresses to be established by notice. You consent to receive electronic mail from us. Notices shall be deemed given on the date delivered or date of attempted delivery, if refused.

Wyndham Franchisor, LLC:

Our address: 22 Sylvan Way, Parsippany, New Jersey 07054

Attention: Executive Vice President - Contracts Administration; Fax No. (973) 753-7254

Your name: _____, Your address: _____, Attention: _____; Your fax No.: _____; Your e-mail address: _____

17.4 Remedies. Remedies specified in this Agreement are cumulative and do not exclude any remedies available at law or in equity. The non-prevailing party will pay all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party to enforce this Agreement or collect amounts owed under this Agreement.

17.5 Miscellaneous. This Agreement is exclusively for the benefit of the parties. There are no third party beneficiaries. No agreement between us and anyone else is for your benefit. The section headings in this Agreement are for convenience of reference only.

17.6 Choice of Law; Venue; Dispute Resolution.

17.6.1 This Agreement will be governed by and construed under the laws of the State of New Jersey, except for its conflicts of law principles. The New Jersey Franchise Practices Act will not apply to any Facility located outside the State of New Jersey.

17.6.2 The parties shall attempt in good faith to resolve any dispute concerning this Agreement or the parties' relationship promptly through negotiation between authorized representatives. If these efforts are not successful, either party may attempt to resolve the dispute through non-binding mediation. Either party may request mediation which shall be conducted by a mutually acceptable and neutral third party organization. If the parties cannot resolve the dispute through negotiation or mediation, or choose not to negotiate or mediate, either party may pursue litigation.

17.6.3 You consent and waive your objection to the non-exclusive personal jurisdiction of and venue in the New Jersey state courts situated in Morris County, New Jersey and the United States District Court for the District of New Jersey for all cases and controversies under this Agreement or between we and you.

17.6.4 **WAIVER OF JURY TRIAL. THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION RELATED TO THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE FRANCHISOR, THE FRANCHISEE, ANY GUARANTOR, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.**

17.6.5 Any judicial proceeding directly or indirectly arising from or relating to this Agreement shall be considered unique as to its facts and may not be brought as a class action. You and each of the owners of your Equity Interests waive any right to proceed against us by way of class action.

17.7 Special Acknowledgments. You acknowledge the following statements to be true and correct as of the date you sign this Agreement, and to be binding on you.

17.7.1 You have read our disclosure document for prospective franchisees ("FDD") and independently evaluated and investigated the risks of investing in the hotel industry generally and purchasing this franchise specifically, including such factors as current and potential market conditions, owning a franchise and various competitive factors.

17.7.2 You have received our FDD at least 14 days before signing this Agreement or paying any fee to us.

17.7.3 Neither we nor any person acting on our behalf has made any oral or written representation or promise to you on which you are relying to enter into this Agreement that is not written in this Agreement or in the FDD. You release any claim against us or our agents based on any oral or written representation or promise not stated in this Agreement or in the FDD.

17.7.4 This Agreement, together with the exhibits and schedules attached, is the entire agreement superseding all previous oral and written representations, agreements and understandings of the parties about the Facility and the Franchise other than the representations set forth in the FDD. Notwithstanding the foregoing, no provision in any franchise or membership agreement, or any related agreement, is intended to disclaim the express representations made in the FDD.

17.7.5 You acknowledge that no salesperson has made any promise or provided any information to you about actual or projected sales, revenues, income, profits or expenses from the Facility except as stated in Item 19 of the FDD or in a writing that is attached to this Agreement and signed by us.

17.7.6 You understand that the franchise relationship is an arms' length, commercial business relationship in which each party acts in its own interest.

17.8 Force Majeure. Neither you nor we shall be liable for loss or damage or deemed to be in breach of this Agreement if the failure to perform obligations results from: (a) windstorms, rains, floods, earthquakes, typhoons, mudslides or other similar natural causes; (b) fires, strikes, embargoes, war, acts of terrorism or riot; (c) legal restrictions that prohibit or prevent performance; or (d) any other similar event or cause beyond the control of the party affected. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, so long as a remedy is continuously and diligently sought by the affected party, except that no such cause shall excuse payment of amounts owed at the time of such occurrence or payment of Recurring Fees and other amounts due to us subsequent to such occurrence other than a governmental or judicial order prohibiting such payments.

17.9 No Right to Offset. You acknowledge and agree that you will not withhold or offset any liquidated or unliquidated amounts, damages or other monies allegedly due you by us against any Recurring Fees or any other fees due us under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 20____ and agree to be bound by the terms and conditions of this Agreement as of the Effective Date.

WE:
WYNDHAM FRANCHISOR, LLC

By: _____
Executive Vice President

YOU, as franchisee:

By: _____

APPENDIX A

DEFINITIONS

Additional Fees means the fees charged under Section 7.1.2 other than the Marketing & Global Sales Fee.

Agreement means this Franchise Agreement.

Application Fee means the fee you pay when you submit your Application under Section 6.

Approved Plans means your plans and specifications for constructing or improving the Facility initially or after opening, as approved by us under Schedule D.

Approved Supplier means a vendor authorized by us to provide proprietary or Mark-bearing items, or whose goods and services are deemed to meet applicable System Standards.

Casualty means destruction or significant damage to the Facility by act of God or other event beyond your reasonable anticipation and control.

Chain means the network of Chain Facilities.

Chain Facility means a lodging facility we own, lease, manage, operate or authorize another party to operate using the System and identified by the Marks.

Chain Websites means any current or future consumer or business websites, mobile websites or mobile applications that we or our affiliates develop for booking reservations for and/or providing information about Chain Facilities, and any future equivalent technology.

Condemnation means the taking of the Facility for public use by a government or public agency legally authorized to do so, permanently or temporarily, or the taking of such a substantial portion of the Facility that continued operation in accordance with the System Standards, or with adequate parking facilities, is commercially impractical, or if the Facility or a substantial portion is sold to the condemning authority in lieu of condemnation.

Conference Fee means the fee we charge for attendance at a conference for Chain Facilities and their franchisees when and if held.

Confidential Information means any trade secrets we own or protect and other information not generally known to the lodging industry including confidential portions of the System Standards Manual or information we otherwise impart to you and your representatives in confidence. Confidential Information includes all other system standards manuals and documentation, including those on the subjects of employee relations, finance and administration, field operation, purchasing and marketing, the property management system software and other applications software.

Design Standards mean standards specified in the System Standards Manual from time to time for design, construction, renovation, modification and improvement of new or existing Chain Facilities.

including all aspects of facility design, number of rooms, rooms mix and configuration, construction materials, workmanship, finishes, electrical, mechanical, structural, plumbing, HVAC, utilities, access, life safety, parking, systems, landscaping, amenities, interior design and decor and the like for a Chain Facility.

Effective Date means the date we insert in the Preamble of this Agreement after we sign it.

Equity Interests shall include, without limitation, all forms of equity ownership of you, including voting stock interests, partnership interests, limited liability company membership or ownership interests, joint and tenancy interests, the proprietorship interest, trust beneficiary interests and all options, warrants, and instruments convertible into such other equity interests.

Equity Transfer means any transaction, or series of transactions, in which your owners or you sell, assign, transfer, convey, pledge, or suffer or permit the transfer or assignment of, any percentage of your Equity Interests that will result in a change in control of you to persons other than those disclosed on Schedule B, as in effect prior to the transaction. Unless there are contractual modifications to your owners' rights, an Equity Transfer of a corporation or limited liability company occurs when either majority voting rights or beneficial ownership of more than 50% of the Equity Interests changes in one transaction or a series of transactions. An Equity Transfer of a partnership occurs when a newly admitted partner will be the managing, sole or controlling general partner, directly or indirectly through a change in control of the Equity Interests of an entity general partner in one transaction or a series of transactions. An Equity Transfer of a trust occurs when either a new trustee with sole investment power is substituted for an existing trustee, or a majority of the beneficiaries convey their beneficial interests to persons other than the beneficiaries existing on the Effective Date in one transaction or a series of transactions. An Equity Transfer does not occur when the Equity Interest ownership among the owners of Equity Interests on the Effective Date changes without the admission of new Equity Interest owners. An Equity Transfer occurs when you merge, consolidate or issue additional Equity Interests in a transaction which would have the effect of diluting the voting rights or beneficial ownership of your owners' combined Equity Interests in the surviving entity to less than a majority in one transaction or a series of transactions.

Facility means the Location, together with all improvements, buildings, common areas, structures, appurtenances, facilities, entry/exit rights, parking, amenities, FF&E and related rights, privileges and properties existing or to be constructed at the Location on or after the Effective Date.

FF&E means furniture, fixtures and equipment.

FF&E Standards means standards specified in the System Standards Manual for FF&E and supplies to be utilized in a Chain Facility.

Food and Beverage means any restaurant, catering, bar/lounge, entertainment, room service, retail food or beverage operation, continental breakfast, food or beverage concessions and similar services offered at the Facility.

Franchise means the non-exclusive franchise to operate the type of Chain Facility described in Schedule B only at the Location, using the System and the Mark we designate in Section 1.

Franchise Year means:

(i) If the Opening Date occurs on the first day of a month: the period beginning on the Opening Date and ending on the day immediately preceding the first anniversary of the Opening Date, and each subsequent one year period; or

(ii) If the Opening Date does not occur on the first day of a month: the period beginning on the Opening Date and ending on the first anniversary of the last day of the month in which the Opening Date occurs, and each subsequent one year period.

Gross Room Revenues means gross revenues attributable to or payable for rentals of guest (sleeping) rooms at the Facility, including all credit transactions, whether or not collected, guaranteed no-show revenue, net of chargebacks from credit card issuers, any proceeds from any business interruption or similar insurance applicable to the loss of revenues due to the non-availability of guest rooms and any miscellaneous fees charged to all guests regardless of the accounting treatment of such fees. Excluded from Gross Room Revenues are separate charges to guests for Food and Beverage (including room service); actual telephone charges for calls made from a guest room; key forfeitures and entertainment (including Internet fees and commissions); vending machine receipts; and federal, state and local sales, occupancy and use taxes. Gross Room Revenues is further described in System Standards.

Guest Information means any names, email addresses, phone numbers, mailing addresses and other information about guests and customers of the Facility, including without limitation stay information, that either you or we or a person acting on behalf of you, us, or both you and us, receives from or on behalf of the other or any guest or customer of the Facility or any other third party.

Improvement Obligation means your obligation to construct and complete the Facility, in accordance with the Approved Plans and System Standards, as described in Schedule D.

Indemnitees means us, our direct and indirect parent, subsidiary and affiliate entities, and the respective officers, directors, shareholders, employees, agents and contractors, and the successors, assigns, personal representatives, heirs and legatees of all such persons or entities.

Initial Fee means the fee you are to pay for signing this Agreement as stated in Section 6 if the Agreement is for a new construction or conversion franchise.

Liquidated Damages means the amounts payable under Section 12, set by the parties because actual damages will be difficult or impossible to ascertain on the Effective Date and the amount is a reasonable pre-estimate of the damages that will be incurred and is not a penalty.

Location means the parcel of land situated at _____, as more fully described in Schedule A.

Losses and Expenses means (x) all payments or obligations to make payments either (i) to or for third party claimants by any and all Indemnitees, including guest refunds, or (ii) incurred by any and all Indemnitees to investigate, respond to or defend a matter, including without limitation investigation and trial charges, costs and expenses, attorneys' fees, experts' fees, court costs,

settlement amounts, judgments and costs of collection; and (y) the “Returned Check Fee” we then specify in the System Standards Manual (\$100.00 on the Effective Date) if the drawee dishonors any check that you submit to us.

Loyalty Program Charge means the fee you pay us under Section 3.4.4 and Schedule C for a frequent guest rewards program or other special marketing programs that we may create or undertake and require participation by Chain Facilities.

Maintenance Standards means the standards specified from time to time in the System Standards Manual for repair, refurbishment and replacement of FF&E, finishes, decor, and other capital items and design materials in Chain Facilities.

Marketing & Global Sales Fee means the assessments charged as set forth in Section 7.1.2 and Schedule C.

Marks means, collectively (i) the service marks associated with the System published in the System Standards Manual from time to time including, but not limited to, the name, design and logo for “Wyndham” and other marks; and (ii) trademarks, trade names, trade dress, logos and derivations, and associated good will and related intellectual property interests (US Reg. Nos. 2,859,133; 3,239,884).

Marks Standards means standards specified in the System Standards Manual for interior and exterior Mark-bearing signage, advertising materials, china, linens, utensils, glassware, uniforms, stationery, supplies, and other items, and the use of such items at the Facility or elsewhere.

Material Renovation means the upgrading, updating, modifications, replacements, additions, repairs, refurbishing, repainting, and other redecorating of the interior, exterior, guest rooms, public areas and grounds of the Facility and replacements of FF&E we may require you to perform under Section 3.14.

Material Renovation Notice means the written notice from us to you specifying the Material Renovation to be performed and the dates for commencement and completion given under Section 3.14.

Opening Date has the meaning specified in Schedule D.

Operations Standards means standards specified in the System Standards Manual for cleanliness, housekeeping, general maintenance, repairs, concession types, food and beverage service, vending machines, uniforms, staffing, employee training, guest services, guest comfort and other aspects of lodging operations.

Permitted Transferee means (i) any entity, natural person(s) or trust receiving from the personal representative of an owner any or all of the owner’s Equity Interests upon the death of the owner, if no consideration is paid by the transferee or (ii) the spouse or adult issue of the transferor, if the Equity Interest transfer is accomplished without consideration or payment, or (iii) any natural person or trust receiving an Equity Interest if the transfer is from a guardian or conservator appointed for an incapacitated or incompetent transferor.

Prototype Plans means the prototype drawings and specifications (architectural, structural, mechanical, plumbing, electrical and interiors), reflecting the overall design intent, FF&E, and color schemes for a Wyndham Facility, that we deliver to you after the Effective Date. The Prototype Plans must be modified to construct a Wyndham Facility. The Prototype Plans do not include a project manual and are not appropriate for a specific Facility.

Punch List means the list of upgrades, updates, improvements, repairs, repainting, refurbishing and replacements we prepare that are required to be completed pursuant to this Agreement.

Reconnection Fee means the fee you pay us when we restore the Central Reservation System service after such service has been suspended because you default under this Agreement or for any other reason, in the amount specified in Schedule C.

Recurring Fees means the Royalties and Marketing & Global Sales Fees as stated in Section 7.

Reinspection Fee means the fee you must pay to us under Section 3.7 if you do not complete your Punch List on time, fail any inspection or do not cooperate with our inspector or inspection System Standards.

Relicense Fee means the fee your transferee pays when a Transfer occurs or the fee you pay to us if you are renewing an existing franchise.

Reservation System or Central Reservation System means back end technology platform and applications used by us to accept, store and/or communicate reservations for Chain Facilities. The Reservation System is separate from, but enables, the booking of reservations for Chain Facilities through various distribution channels such as the Chain Websites, the GDS and other distribution channels.

Rooms Addition Fee means the fee we charge you for adding guest rooms to the Facility.

Royalty means the monthly fee you pay to us for use of the System under Section 7.1. "Royalties" means the aggregate of all amounts owed as a Royalty.

System means the comprehensive system for providing guest lodging facility services under the Marks as we specify, which at present includes only the following: (a) the Marks; (b) other intellectual property, including Confidential Information, System Standards Manual and know-how; (c) marketing, advertising, publicity and other promotional materials and programs; (d) System Standards; (e) training programs and materials; (f) quality assurance inspection and scoring programs; and (g) the Reservation System.

System Standards means the standards for participating in the Chain and using the System published in the System Standards Manual, or elsewhere, including but not limited to design standards, FF&E standards, Marks standards, marketing standards, operations standards, technology standards and maintenance standards and any other standards, policies, rules and procedures we promulgate about System operation and usage.

System Standards Manual means the Standards of Operation Manual and any other manual or written directive or other communication we issue or distribute specifying the System Standards.

Taxes means the amounts payable under Section 7.2 of this Agreement.

Technology Standards means standards specified in the System Standards Manual for local and long distance telephone communications services, telephone, telecopy and other communications systems, point of sale terminals and computer hardware and software for various applications, including, but not limited to, front desk, rooms management, records maintenance, marketing data, accounting, budgeting and interfaces with the Reservation System to be maintained at the Chain Facilities.

Term means the period of time during which this Agreement shall be in effect, as stated in Section 5.

Termination means a termination of this Agreement.

Transfer means (1) an Equity Transfer, (2) you assign, pledge, transfer, delegate or grant a security interest in all or any of your rights, benefits and obligations under this Agreement, as security or otherwise without our consent as specified in Section 9, (3) you assign (other than as collateral security for financing the Facility) your leasehold interest in (if any), lease or sublease all or any part of the Facility to any third party, (4) you engage in the sale, conveyance, transfer, or donation of your right, title and interest in and to the Facility, (5) your lender or secured party forecloses on or takes possession of your interest in the Facility, directly or indirectly, or (6) a receiver or trustee is appointed for the Facility or your assets, including the Facility. A Transfer does not occur when you pledge or encumber the Facility to finance its acquisition or improvement, you refinance it, or you engage in a Permitted Transferee transaction.

“You” and “Your” means and refers to the party named as franchisee identified in the first paragraph of this Agreement and its Permitted Transferees.

“We”, “Our” and “Us” means and refers to Wyndham Franchisor, LLC, a Delaware limited liability company, its successors and assigns.

SCHEDULE A

(Legal Description of Facility)

SCHEDULE B

PART I: YOUR OWNERS

<u>Name</u>	<u>Ownership Percentage</u>	<u>Type of Equity Interest</u>	<u>Office Held (Title)</u>

PART II: THE WYNDHAM FACILITY

Number of approved guest rooms:

Number of approved suites [For suite properties only]:

Initial

WYNDHAM FRANCHISOR, LLC – WYNDHAM ®
SCHEDULE C
April 2020

I. Marketing & Global Sales Fee

The Marketing and Global Sales Fee is 3.0% of Gross Room Revenues. Upon 60 days written notice, we may change the Marketing and Global Sales Fee for all Chain Facilities to cover costs (including reasonable direct and indirect overhead costs) related to the services and programs referenced in Section 7.1.2 or to cover the cost of additional services or programs.

II. Additional Fees

A. Reservation System Fees

Certain Reservation System Fees are charged on a net reservation basis for bookings via the Wyndham System central channels as follows: \$3.50 per reservation through Chain Websites and \$12.90 per reservation through our consumer toll-free reservation number (\$15.00 per reservation for resorts).

B. Loyalty Program Fees

We charge a Loyalty Program Charge for your participation in the Wyndham Rewards or successor guest loyalty program. The Loyalty Program Charge is 5% of any amounts on which members of the Loyalty Program earn points or other program currency at the Facility as defined in the Front Desk Guide or any other program rules, which are System Standards. We will proactively match and award members with points or other program currency they earn at the Facility even if they do not present their Wyndham Rewards membership number upon check-in. You will be billed monthly in arrears for points or other program currency awarded to members during the preceding month. If you do not achieve a certain number of Wyndham Rewards valid enrollments, you must pay us a Retraining Fee of up to \$400 per month as described in the Front Desk Guide. If you do not process a member's points in a timely manner and we must resolve the issue with the member, we will charge you a Loyalty Member Services Administration Fee as described in the Front Desk Guide.

C. Customer Care Fee

We will contact you if we receive any guest complaint about you or the Facility, and you will be responsible for resolving the complaint to the satisfaction of the guest. We may also contact you, at our discretion, if we become aware of any other complaints about the Facility including complaints which are posted on third-party travel websites, distribution channels, blogs and social networks, or other forums to which you do not respond. If you do not respond to and resolve any complaint to the satisfaction of the guest within three business days after we refer it to you, we will charge you a "Customer Care Fee" of \$195.00, plus the costs we incur to settle the matter with the guest. The Customer Care Fee is intended only to reimburse us for the costs of

complaint handling and is not intended as penalties or liquidated damages. All guest complaints remain subject to indemnification under this Agreement.

D. Best Rate Guarantee

You must (i) make available to us through the Central Reservation System and the Chain Websites room rates for the Facility equivalent to those you offer to the general public directly or indirectly via third parties that you authorize to offer and sell reservations for the Facility's guest rooms, and (ii) participate in the Chain's Best Rate Guarantee Program according to its published requirements. If we, or a guest, identifies a publicly available rate for the Facility that is lower than the rate that you have provided to us for the same date, then we may charge you a Processing Fee, currently \$195, to reimburse us for our administrative charges to process each discrepancy.

E. Reconnection Fee

If we suspend Central Reservation System service because of your default under this Agreement or for any other reason, then you must pay the Reconnection Fee set forth in the System Standards before we restore service. Currently, the Reconnection Fee is \$4,000.

F. Other Fees, Commissions and Charges

You will pay us a fee, as applicable, for reservations for your Facility from certain distribution partners processed through various reservation channels. "GDS Fees" are assessed for qualified reservations processed through any global distribution system ("GDS") or through any Internet website or other booking source powered by a GDS. "Internet Booking Fees" are assessed for qualified reservations processed through an Internet website connected through an alternate distribution system. "Third Party Channel Fees" are assessed for qualified reservations coming from our partners directly or indirectly to our distribution platform. We will establish the amount of the GDS, Internet Booking Fees, and Third Party Channel Fees from time to time based on the fees these channels charge us and/or our own costs (including overhead) for providing these services. Some of our distribution partners may charge a commission on reservations you receive through these reservation channels and, if we pay such commission on your behalf, you will reimburse us and pay our service charge of 1.5% of commissionable revenue. Upon written notice to you, we may alter, change, modify, remove or add new fees as existing reservation channels are modified or partners are added to existing channels or new reservation channels are established.

You will also pay commissions for (a) reservations booked by "Agents" and/or (b) qualified reservations consumed by members of affinity groups and organizations that participate in our Member Benefits program. You must pay our service charge of 1.5% of commissionable revenue, if applicable. "Agents" include, but are not limited to, travel agents, on-line travel and referral websites, travel consortia, travel management companies, and global sales agents, as well as digital media linking to Chain websites and unique call center numbers purchased by the pay-for-performance program ("PFP"). These commission payments may go to the Agent, affinity

group or organization in whole or a portion of the payment may be allocated to various marketing activities and/or to our Global Sales Organization to offset its administrative and overhead costs for supporting the Member Benefit Program and other programs that generate room nights at Chain Facilities, or, in the case of the PFP program, to fund purchases of additional digital media directing consumers to Chain websites and unique call center numbers.

Under our Wyndham Referral Rewards Program, Chain Facilities may receive leads from other Chain Facilities, facilities of our affiliates and employees of our parent company or its predecessor. For this business, we charge you a referral commission of 10% of the commissionable revenue on qualifying reservations. When the referring party is a Chain Facility or facility of an affiliate 7% of the referral commission is paid to the referring facility; and when the referring party is an employee of our parent company or its predecessor, 6% of the referral commission is paid to the employee. The remaining 3% and 4%, as applicable, is distributed to our Global Sales Organization to offset its administrative and overhead costs for supporting the Wyndham Referral Rewards Program.

We may change, modify or delete Additional Fees for existing services and programs and add new Additional Fees for new services, programs and distribution channels at any time upon not less than thirty (30) days' written notice.

SCHEDULE D

ADDENDUM FOR CONVERSION FACILITIES

This Addendum applies if you are converting an existing guest lodging facility to a Chain Facility.

1. YOUR IMPROVEMENT OBLIGATION.

1.1 Generally. You must select and acquire the Location and acquire, equip and supply the Facility in accordance with this Agreement and System Standards. You must provide us with proof that you own or lease the Facility by the earlier to occur of (a) 30 days after the Effective Date or (b) the Opening Date. You must maintain control of the Facility consistent with such documentation during the Term. You must begin renovation of the Facility no later than 30 days after the Effective Date. Time is of the essence for the completion of the Improvement Obligation. We may, however, in our sole discretion, grant one or more extensions of time to perform any phase of the Improvement Obligation. The grant of an extension will not waive any other default existing at the time the extension is granted. All renovations must comply with System Standards, any Approved Plans, this Agreement and the Punch List. Your general contractor or you must carry the insurance required under this Agreement during renovation.

1.2 Pre-Opening Improvements. We will conduct an initial inspection of the Facility, develop a Punch List of property improvements needed to meet System Standards, recommend vendors for equipment and supplies and conduct one follow-up inspection. You will pay a “PIP Fee” of \$2,500 for this service. You must complete all renovations specified as “prior to opening” on the Punch List before we consider the Facility to be ready to open under the System. The deadline for completing the pre-opening phase of conversion and the renovations shall be as specified on any Punch List attached to this Agreement, but is otherwise 90 days from the Effective Date. You must continue renovation and improvement of the Facility after the Opening Date if the Punch List so requires. We may, in our sole discretion, terminate this Agreement by giving written notice to you (subject to applicable law) if (1) you do not commence or complete the pre-opening improvements of the Facility by the dates specified on the Punch List or otherwise and you fail to do so within five days after we send you written notice of default, or (2) you prematurely identify the Facility as a Chain Facility or begin operation under the System in violation of this Schedule and you fail to cease operating and/or identifying the Facility under the Marks and System within five days after we send you written notice of default. If we choose to grant an extension of any deadlines, including the Facility’s Opening Date, you must pay an extension fee of \$10,000. The extension fee is due within ten days of the Facility’s Opening Date. We may visit the Facility to confirm that you completed your Punch List. If you completed your Punch List to our satisfaction by the time specified in the Punch List, we will not charge you an additional fee for that inspection visit. If, however, you fail to complete any Improvement Obligation by the dates specified in the Punch List or otherwise and our representatives must return to the Facility to re-inspect it, then you must pay the PIP Reinspection Fee. If you have completed the Punch List to our satisfaction during our re-inspection, we will refund the difference between the PIP Reinspection Fee and the standard Reinspection Fee. We reserve the right to charge the PIP Reinspection Fee for any subsequent inspection until you have completed the Improvement Obligation. In limited circumstances, you may identify the Facility as a Chain

Facility prior to the Opening Date, or commence operation of the Facility under a Mark and using the System, only after first obtaining our prior written approval. If you identify the Facility as a Chain Facility or operate the Facility under a Mark before the Opening Date without our express written consent, then in addition to our remedies under Section 11, you will begin paying the Royalty to us, as specified in Section 7.1, from the date you identify or operate the Facility using the Mark. We may delay the Opening Date until you pay the Royalty accruing under this Section.

1.3 Improvement Plans.

(a) Prototype Plans Renovation. If the Punch List requires you to renovate the Facility in accordance with our Prototype Plans (or you elect to receive the Prototype Plans), you will be required to electronically designate an architect who must electronically accept the Prototype Plans Agreement. Within 15 days after we electronically receive the signed Prototype Plans Agreement, we will deliver to your architect a complete set of our Prototype Plans. Your architect and you will create construction documents (including a project manual and working drawings) for renovation of the Facility based upon the Prototype Plans, System Standards and this Agreement so that it conforms as closely as possible to the Prototype Plans and System Standards, and then submit them for our approval before starting demolition and improvement of the Location.

(b) Generally. You will create plans and specifications for the work described in Section 1.1 of this Schedule D (based upon System Standards and this Agreement) if we so request and submit them for our approval before starting improvement of the Location. We will not unreasonably withhold or delay our approval, which is intended only to test compliance with System Standards, and not to detect errors or omissions in the work of your architects, engineers, contractors or the like, who must exercise their own independent professional care, skill and diligence in the design and renovation of your Facility. Our review does not cover technical, architectural or engineering factors relating to the existing structure at the Location, the validity of conversion given the existing structure, or compliance with federal, state or local laws, regulations or code requirements, for which your architect is responsible. You must allow for 10 days of our review each time you submit plans to us. We will not be liable to your lenders, contractors, employees, guests, others, or you on account of our review or approval of your plans, drawings or specifications, or our inspection of the Facility before, during or after the renovation. Any material variation from the Approved Plans requires our prior written approval. Approved Plans must incorporate design elements as set forth in System Standards. You may purchase furniture, fixtures, equipment and other supplies that you may need during renovation of the Facility through our affiliate, Worldwide Sourcing Solutions, Inc.'s "Approved Supplier" program. If you choose to purchase certain design items from a supplier other than an Approved Supplier, we may charge you a Custom Interior Design Review Fee, currently \$6,000. This fee will be assessed for our review of custom interior design drawings which you must submit to us to ensure compliance with our interior design standards. We may offer other optional architectural and design services for a separate fee. You will promptly provide us with copies of permits, job progress reports, and other information as we may reasonably request.

(c) Deviation from Approved Plans. We may inspect the work while in progress without prior notice. We may direct you to change the work in progress if it deviates from the Approved Plans or System Standards and may terminate this Agreement if you fail to comply with any such direction. If you encounter unexpected issues with demolition, renovation, reconstruction or refurbishment of the existing structure which make continuation of the project using the Approved Plans not commercially feasible, you must notify us immediately and provide a complete written report on the matter, including any proposal to modify the Approved Plans you believe is appropriate together with your estimate of the projected costs of meeting the Approved Plans. We will evaluate the report, your proposal and the situation and respond within 30 days to any request to vary the Approved Plans, or provide suggestions for resolving the issues in such a manner as will be acceptable to us. Neither party shall terminate this Agreement unless and until such notice is given and the 30 day period shall have elapsed without agreement on modifying the Approved Plans. If either party then decides to terminate this Agreement, you will pay, if then not paid, and we will retain, the full Initial Fee. Provided that we determine in our reasonable discretion that continuation of the project using the Approved Plans or any modification of the Approved Plans is not commercially feasible, then Liquidated Damages shall not be owed.

2. ONBOARDING AND MANDATORY SERVICES AND FEES.

2.1 Onboarding Services. We will provide training through various on-line courses on subjects such as quality assurance, housekeeping, preventative maintenance, customer service, and the request for proposal process. A member of our field team will also assist with property operations topics including Systems Standards and use of the Chain's intranet site. These onboarding services are provided as part of the Initial Fee required in Section 6.

2.2 Start-Up Platinum Revenue Management Program. We will provide Start-up Platinum Revenue Management Services for a period of six months beginning 30 days from the Opening Date, in accordance with the Revenue Management Policies and Best Practices ("RM Policies") included in System Standards. Services include scheduled communication and accessibility, bi-weekly meetings, STR review and evaluation, rate and inventory maintenance, strategic positioning, future demand strategy and targeted promotions and packages. You will establish the reference room rate for the Facility upon which all other rates are based ("Rate of the Day") and retain ultimate control over all revenue management decisions. By participating in the Start-Up Platinum Revenue Management Program, you authorize us to (i) access your room rates, inventory and other Facility information in our Reservation System, your Facility's property management system and food and beverage system (if applicable), and any extranet you have with an on-line travel agency or similar distribution company, and (ii) authorize us to make adjustments to the Facility's rates, inventory and restrictions in order to comply with the RM Policies without advance notice to you. We will not, however, change the Rate of the Day without authorization from you. In addition, you may modify or reverse any change we make by notifying us, providing it is consistent with the RM Policies. You must designate a primary Facility representative who shall have the authority to make revenue management decisions for the Facility and a secondary representative who shall exercise such authority in the absence of the primary representative. We may communicate with these representatives by telephone, e-mail or in another manner, and may rely on any communication which we believe, in good faith, is from

them. The cost of Start-Up Platinum Revenue Management is included in the Initial Fee. After the conclusion of the Start-Up Platinum Revenue Management Program, we will require you to participate in Gold RMS at a minimum if your hotel has 120 rooms or more but otherwise you may, at your option, participate in Revenue Management Services at any service level we offer at the then-current rate for such service.

2.3 Mandatory Support Services and Fees. We will arrange to have our preferred photography provider take digital photographs of the Facility in accordance with System Standards for use on our Chain Websites, third party travel websites and various marketing media and such photographs will be owned by us. You will pay \$3,560 for the required photo package. We will provide training for your general manager as set forth in Section 4.1 of the Agreement if he/she attends the training by the deadline set forth in Section 4.1. The tuition for this mandatory training program is currently \$2,250. We will provide training for your staff at your Facility. This training is conducted on site at your Facility and depending on your room count will be last between 1- 5 days and cost between \$750 - \$3,750.

3. DEFINITIONS.

Opening Date means the date on which we authorize you to open the Facility for business identified by the Marks and using the System.

Prototype Plans means the prototype documents reflecting the overall design intent, FF&E, and color schemes for a Chain Facility that we deliver to you after the Effective Date.

Prototype Plans Agreement means the agreement that your designated architect will execute in order to receive a copy of the Prototype Plans.

SCHEDULE D
ADDENDUM FOR CONVERSION FACILITIES

[Punch List Attached]

SCHEDULE D
ADDENDUM FOR NEW CONSTRUCTION FACILITIES

This Addendum applies if you are constructing a new Chain Facility.

1. YOUR IMPROVEMENT OBLIGATION.

1.1 Generally. You must select and acquire the Location and acquire, design, construct, equip and supply the Facility in accordance with this Agreement and System Standards. You must provide us with proof that you own or a ground lease of the Location by the earlier to occur of (a) 30 days after the Effective Date or (b) the Opening Date. You must maintain control of the Facility consistent with such documentation during the Term. You must commence construction of the Facility no later than 2 months after the Effective Date, and complete construction and properly deliver the Certification as described in subsection 1.3 of this Schedule no later than 26 months from the Effective Date. Construction commences, for purposes of this Schedule, when all of the following occur: (x) we approve a site plan, completed working drawings and detail specifications for the Facility; (y) governmental permits are issued to commence foundation construction; and (z) you commence pouring concrete for building footings. Time is of the essence for the completion of the Improvement Obligation. We may, however, in our sole discretion, grant extensions of time to perform any phase of the Improvement Obligation. The grant of an extension will not waive any other default existing at the time the extension is granted. All construction must comply with System Standards, any Approved Plans, and this Agreement. Your general contractor or you must carry the insurance required under this Agreement during construction.

1.2 Pre-Opening. We may, in our sole discretion, terminate this Agreement by written notice to you (subject to applicable law) if you do not meet the deadlines above. If we choose to grant an extension of any deadlines, including the Facility's Opening Date, you must pay an extension fee of \$10,000. The extension fee is due within ten days of the Facility's Opening Date. You must also pay us the Reinspection Fee described in Section 3.7 if the Facility fails the inspection you designate as the completion inspection, does not meet our Standards or conform to the Approved Plans, and our representatives must return to the Facility to inspect it. In limited circumstances, you may identify the Facility as a Chain Facility prior to the Opening Date, or commence operation of the Facility under a Mark and using the System, only after first obtaining our prior written approval, but in no event before the Facility passes our completion inspection, at which we determine that the Facility as built meets our System Standards, and we receive from you and your architect or contractor the Certification described in subsection 1.3 below. If you identify the Facility as a Chain Facility or operate the Facility under a Mark before the Opening Date without our express written consent, then in addition to our remedies under Section 11, you will begin paying the Royalty to us, as specified in Section 7.1, from the date you identify or operate the Facility using the Mark. We may delay the Opening Date until you pay the Royalty accruing under this Section.

1.3 ADA Certification. Your architect must certify to us and to you that the Facility's plans and specifications comply with the design requirements of the Americans with Disabilities Act ("ADA"), the Department of Justice Standards for Accessible Design ("ADA Standards") under the ADA, and all codes that apply using the ADA Certification Form for New Construction (Pre-Construction) in Exhibit A. Before we authorize you to open the Facility, you must complete and submit the ADA Certification Form for New Construction (Post-Construction) attached as Exhibit B (Exhibits A and B, collectively, the "Certification"). You must complete the Certification per their instructions and submit to us only after they have been signed by your general contractor, your architect of record or a consulting architect you hire for the Certification. If you cannot obtain the signature of the contractor or such an architect for the Certification, you must sign the Franchisee's Certification of Compliance on the signature page of the Certification. If we determine that the Certification has not been properly completed, or if we have actual knowledge (not constructive or implied knowledge) that the signatures on the Certification are false or fraudulent, we will return the Certification to you with written notice that we will not permit you to open the Facility for business under the System until we receive a properly completed Certification. We may terminate this Agreement under Section 11 if you do not submit the Certification properly completed before you open the Facility under the System, you fail to meet the deadline for completing the Facility specified in this Schedule because you do not submit a properly completed Certification, or if you submit a false or fraudulent Certification. We will delay the Opening Date until you submit the properly completed Certification. We shall not be liable to you or any third party if the Certification is improperly completed or the Facility is not built or operated in compliance with ADA.

1.4 Improvement Plans.

(a) Prototype Plans. We will provide your designated architect with a set of "Prototype Plans" for the construction, renovation or furnishing of the Facility, which your architect can use for creating the construction documents. To receive the Prototype Plans, you will be required to electronically designate an architect who must electronically accept the Prototype Plans Agreement. Within 15 days after we electronically receive the signed Prototype Plans Agreement, we will deliver to your architect a complete set of our Prototype Plans. Your architect and you will create construction documents (including a project manual and working drawings) for construction of the Facility based upon the Prototype Plans, System Standards and this Agreement so that it conforms as closely as possible to the Prototype Plans and System Standards, and then submit them for our approval before starting improvement of the Location. We will not unreasonably withhold or delay our approval, which is intended only to test compliance with System Standards, and not to detect errors or omissions in the work of your architects, engineers, contractors or the like, who must exercise their own independent professional care, skill and diligence in the design and construction of your Facility. We will provide review of both preliminary and final plans for construction of the Facility and up to two site visits from our Hotel Integration Team to ensure compliance with System Standards as the project is constructed. Our review does not cover technical, architectural or engineering factors relating to the Location, or compliance with federal, state or local laws, regulations or code requirements, including without limitation, compliance with the ADA, for which your architect is responsible. You must allow for 10 days of review each time you submit plans to us. We will not be liable to your lenders, contractors, employees, guests, others, or you on account of our review or approval of your plans, drawings or

specifications, or our inspection of the Facility, before during or after construction or any subsequent renovation. Any material violation from the Approved Plans requires our prior written approval. Approved Plans must incorporate design elements as set forth in System Standards. You may purchase furniture, fixtures, equipment and other supplies that you may need during construction of the Facility through our affiliate, Worldwide Sourcing Solutions, Inc.'s "Approved Supplier" program. If you choose to purchase certain design items from a supplier other than an Approved Supplier, we may charge you a Custom Interior Design Review Fee, currently \$6,000. This fee will be assessed for our review of custom interior design drawings which you must submit to us to ensure compliance with our interior design standards. We may offer other optional architectural and design services for a separate fee. You will promptly provide us with copies of permits, job progress reports, and other information as we may reasonably request.

(b) Construction Costs. Before we authorize you to open the Facility, we may request that you furnish us with information about the construction costs of the Facility by providing a copy of your contractor's application for payment on AIA form G702 and G703 or other documentation reasonably acceptable to us. We will use this information, along with similar information obtained from other franchisees, to more accurately project the cost of developing new construction Facilities in the United States, which we are required to disclose in our Franchise Disclosure Document for new franchisees. We will not disclose outside of our organization or our consultants any information you give to us in a manner which would enable other franchisees or persons to determine your costs for constructing your Facility.

(c) Deviation from Approved Plans. We may inspect the work while in progress without prior notice. We may direct you to change the work in progress if it deviates from the Approved Plans or System Standards and may terminate this Agreement if you fail to comply with any such direction. If you encounter unexpected issues with demolition, renovation, reconstruction or refurbishment of the existing structure which make continuation of the project using the Approved Plans commercially infeasible, you must notify us immediately and provide a complete written report on the matter, including any proposal to modify the Approved Plans you believe is appropriate together with your estimate of the projected costs of meeting the Approved Plans. We will evaluate the report, your proposal and the situation and respond within 30 days to any request to vary the Approved Plans, or provide suggestions for resolving the issues in such a manner as will be acceptable to us. Neither party shall terminate this Agreement unless and until such notice is given and the 30 day period shall have elapsed without agreement on modifying the Approved Plans. If either party then decides to terminate this Agreement, you will pay, if then not paid, and we will retain, the full Initial Fee. Provided that we determine in our reasonable discretion that continuation of the project using the Approved Plans or any modification of the Approved Plans is not commercially feasible, then Liquidated Damages shall not be owed.

2. ONBOARDING AND MANDATORY SUPPORT SERVICES AND FEES.

2.1 Onboarding Services.

We will provide training through various on-line courses on subjects such as quality assurance,

housekeeping, preventative maintenance, customer service, and the request for proposal process. A member of our field team will also assist with property operations topics including Systems Standards and use of the Chain's intranet site. These onboarding services are provided as part of the Initial Fee required in Section 6.

2.2 Start-Up Platinum Revenue Management Program. We will provide Start-up Platinum Revenue Management Services for a period of six months beginning 30 days from the Opening Date, in accordance with the Revenue Management Policies and Best Practices ("RM Policies") included in System Standards. Services include scheduled communication and accessibility, bi-weekly meetings, STR review and evaluation, rate and inventory maintenance, strategic positioning, future demand strategy and targeted promotions and packages. You will establish the reference room rate for the Facility upon which all other rates are based ("Rate of the Day") and retain ultimate control over all revenue management decisions. By participating in the Start-Up Platinum Revenue Management Program, you authorize us to (i) access your room rates, inventory and other Facility information in our Reservation System, your Facility's property management system and food and beverage system (if applicable), and any extranet you have with an on-line travel agency or similar distribution company, and (ii) authorize us to make adjustments to the Facility's rates, inventory and restrictions in order to comply with the RM Policies without advance notice to you. We will not, however, change the Rate of the Day without authorization from you. In addition, you may modify or reverse any change we make by notifying us, providing it is consistent with the RM Policies. You must designate a primary Facility representative who shall have the authority to make revenue management decisions for the Facility and a secondary representative who shall exercise such authority in the absence of the primary representative. We may communicate with these representatives by telephone, e-mail or in another manner, and may rely on any communication which we believe, in good faith, is from them. The cost of Start-Up Platinum Revenue Management is included in the Initial Fee. After the conclusion of the Start-Up Platinum Revenue Management Program, we will require you to participate in Gold RMS at a minimum if your hotel has 120 rooms or more but otherwise you may, at your option, participate in Revenue Management Services at any service level we offer at the then-current rate for such service.

2.3 Mandatory Support Services and Fees. We will arrange for our preferred photography provider to take digital photographs of the Facility in accordance with System Standards for use on our Chain Websites, third party travel websites and various marketing media and such photographs will be owned by us. You will pay \$3,560 for the required photo package. We will provide training for your general manager as set forth in Section 4.1 of the Agreement if he/she attends the training by the deadline set forth in Section 4.1. The tuition for this mandatory training program is currently \$2,250. We will provide training for your staff at your Facility. This training is conducted on site at your Facility and depending on your room count will last between 1- 5 days and cost between \$750 - \$3,750.

3. DEFINITIONS.

Opening Date means the date on which we authorize you to open the Facility for business identified by the Marks and using the System.

Prototype Plans means the prototype documents reflecting the overall design intent, FF&E, and color schemes for a Chain Facility that we deliver to you after the Effective Date.

Prototype Plans Agreement means the agreement that your designated architect will execute in order to receive a copy of the Prototype Plans.

INSTRUCTIONS

New construction projects whose last application for a building permit or permit extension is certified to be complete by a state, county, or local government (or, in those jurisdictions where the government does not certify completion of applications, the date when the last application for a building permit or permit extension is received by the state, county, or local government) on or after March 15, 2012 must comply with the ADA standards published on September 15, 2010 (28 C.F.R. Part 36, subpart D, and 2004 ADA Standards at 36 C.F.R. Part 1191, Appendices B and D). Thus, for projects that fall within this category, owners must use Exhibit A at the pre-construction stage and Exhibit B at the post-construction stage.

EXHIBIT A

ADA CERTIFICATION FORM FOR NEW CONSTRUCTION
(PRE-CONSTRUCTION)

In connection with the project identified as: _____

To the best of my professional knowledge, information and belief, I hereby state the following:

1. I have professional experience applying the requirements of the Americans with Disabilities Act (ADA) and the 2010 Standards at 28 C.F.R. Part 36, subpart D, and 2004 ADA Standards at 36 C.F.R. Part 1191, Appendices B and D.

2. I have reviewed the plans (including architectural interior design plans if they are available prior to construction).

3. The plans comply with the 2010 Standards.

4. I have specifically determined that the plans provide:

a. The number of accessible car and van-accessible parking spaces required by the 2010 Standards (if parking facilities are to be provided);

b. The number of accessible rooms with features for guests with mobility disabilities (including the required number of accessible rooms with roll-in showers) and the number of accessible rooms with communications features for guests who are deaf or hard of hearing required under 2010 Standards.

c. An inventory of accessible rooms with mobility features and communications features for guests with hearing impairments that is dispersed among the various room types offered to the public as required by the 2010 Standards.

Sign: _____

Print
Name: _____

Firm: _____

Date: _____

EXHIBIT B

ADA CERTIFICATION FORM FOR NEW CONSTRUCTION
(POST-CONSTRUCTION)

1. I have professional experience applying the requirements of the Americans with Disabilities Act (ADA) and the 2010 Standards at 28 C.F.R. Part 36, subpart D, and 2004 ADA Standards at 36 C.F.R. Part 1191, Appendices B and D.

2. I have inspected all areas of the hotel that are open to the public (including accessible guest rooms), and they comply with the 2010 Standards.

3. I have specifically determined that the hotel, as constructed, provides:

a. The number of accessible car and van-accessible parking spaces required by the 2010 Standards (if parking facilities are to be provided);

b. The number of accessible rooms with features for guests with mobility disabilities (including the required number of accessible rooms with roll-in showers) and the number of accessible rooms with communications features for guests who are deaf or hard of hearing required under the 2010 Standards.

c. An inventory of accessible rooms with mobility features and communications features for guests with hearing impairments that is dispersed among the various room types offered to the public as required by the 2010 Standards.

Sign: _____

Print
Name: _____

Firm: _____

Date: _____

SCHEDULE D
ADDENDUM FOR TRANSFER FACILITIES

This Addendum applies if you are the transferee of an existing Chain Facility.

1. TRANSFER AND ASSUMPTION.

1.1 This Addendum is for the transfer of an existing Chain Facility at the Location first granted to _____ (“Prior Franchisee”), in a Franchise Agreement with us dated _____ (the “Prior Agreement”). You assume and obligate yourself to perform any and all of the obligations (financial and otherwise) of the Prior Franchisee under the Prior Agreement that are not paid or performed as of the Effective Date, including without limitation, the obligation to pay any unpaid Royalties, Marketing & Global Sales Fees or other amounts due to us and to correct any uncured defaults, except as may be expressly superseded by this Agreement. You acknowledge that we may require you or your staff to complete training on the use of a property management or similar computer system and software for accessing the Reservation System and pay our then-current fees for such training.

2. YOUR IMPROVEMENT OBLIGATION.

2.1 Generally. You must acquire the Location and acquire, equip and supply the Facility in accordance with this Agreement and System Standards. You must provide us with proof that you own or lease the Facility by the Opening Date. You must maintain control of the Facility consistent with such documentation during the Term. You must begin renovation of the Facility no later than 30 days after the Effective Date. Time is of the essence for the completion of the Improvement Obligation. We may, however, in our sole discretion, grant one or more extensions of time to perform any phase of the Improvement Obligation. The grant of an extension will not waive any other default existing at the time the extension is granted. We will conduct an initial inspection of the Facility, develop a Punch List of property improvements needed to meet System Standards, recommend vendors for equipment and supplies and conduct one follow-up inspection. You will pay a “PIP Fee” of \$2,500 for this service. All renovations must comply with System Standards, any Approved Plans, this Agreement and the Punch List. Your general contractor or you must carry the insurance required under this Agreement during renovation. The deadline for completing the Improvement Obligation shall be as specified on any Punch List attached to this Agreement, but is otherwise 90 days from the Effective Date. We may, in our sole discretion, terminate this Agreement by giving written notice to you (subject to applicable law) if you do not commence or complete the improvement of the Facility by the dates specified in the Punch List or otherwise and you fail to do so within five days after we send you written notice of default. We may visit the Facility to confirm that you completed your Punch List. If you completed your Punch List to our satisfaction by the time specified in the Punch List, we will not charge you an additional fee for that inspection visit. If, however, you fail to complete any Improvement Obligation by the dates specified in the Punch List or otherwise and our representatives must return to the Facility to re-inspect it, then you must pay the PIP Reinspection Fee. If you have completed the Punch List to our satisfaction during our re-inspection, we will refund the difference between the PIP Reinspection Fee and the standard Reinspection Fee. We reserve the right to charge the PIP Reinspection Fee for any subsequent inspection until you have completed the Improvement Obligation.

[If the Facility was in quality assurance default immediately before the Effective Date of the transfer, add the following to the end of Section 2.1:]

You and we acknowledge that Prior Franchisee received one or more notices of default from us before the Effective Date regarding the Facility's failure to meet System Standards. Prior Franchisee did not cure the default before the Effective Date. We have approved the application you submitted to us and have entered into this Agreement in reliance upon your promise and undertaking to complete the Improvement Obligation, including the renovations, operational changes, repairs, refurbishment, replacements, and capital improvements necessary to conform the Facility to System Standards as detailed on the Punch List attached to this Agreement. You must erect a barrier or place signage acceptable to us to exclude Chain guests from any areas under renovation or construction while completing the Improvement Obligation. We may require you to remove, cease display or use, or completely obscure all signage and other items bearing any Marks until the Facility meets System Standards in our discretion. We may, in our sole discretion, terminate this Agreement by giving written notice to you (subject to applicable law) if you continue to display the Marks and identify the Facility as a Chain Facility five days after we send you written notice that you have failed to complete the Improvement Obligation by the date specified in the Punch List or otherwise.

2.2 Improvement Plans. You will create plans and specifications for the work described in Section 2.1 of this Schedule D (based upon the System Standards and this Agreement) if we so request and submit them for our approval before starting improvement of the Location. We will not unreasonably withhold or delay our approval, which is intended only to test compliance with System Standards, and not to detect errors or omissions in the work of your architects, engineers, contractors or the like, who must exercise their own independent professional care, skill and diligence in the design and renovation of your Facility. Our review does not cover technical, architectural or engineering factors relating to the existing structure at the Location, or compliance with federal, state or local laws, regulations or code requirements, for which your architect is responsible. You must allow for 10 days of our review each time you submit plans to us. We will not be liable to your lenders, contractors, employees, guests, others or you on account of our review or approval of your plans, drawings or specifications, or our inspection of the Facility before, during or after renovation or construction. Any material variation from the Approved Plans requires our prior written approval. Approved Plans must incorporate design elements as set forth in System Standards. You may purchase furniture, fixtures, equipment and other supplies that you may need during renovation of the Facility through our affiliate, Worldwide Sourcing Solutions, Inc.'s "Approved Supplier" program. If you choose to purchase certain design elements from a supplier other than an Approved Supplier, we may charge you a Custom Interior Design Review Fee, currently \$6,000. This fee will be assessed for our review of custom interior design drawings with you must submit to ensure compliance with our interior design standards. We may offer other optional architectural and design services for a separate fee. You will promptly provide us with copies of permits, job progress reports, and other information as we may reasonably request. We may inspect the work while in progress without prior notice.

2.3 Identification of Facility. You may continue to identify and operate the Facility as part of the System while you perform the Improvement Obligation, if any.

3. MANDATORY SERVICES AND FEES.

3.1 Mandatory Service and Support Fee. We will provide training for your general manager as set forth in Section 4.1 of the Agreement if he/she attends the training by the deadline set forth in Section 4.1. The tuition for the mandatory training is currently \$2,250.

4. DEFINITIONS.

Effective Date means the date that you first take possession of the Facility, even if you sign this Agreement after the date you first take possession of the Facility.

Opening Date means the date as of which we authorize you to open the Facility for business identified by the Marks and using the System, even if you sign this Agreement after that date. Unless we require that you close the Facility to perform any pre-opening Improvement Obligation, the Opening Date is the Effective Date.

SCHEDULE D
ADDENDUM FOR TRANSFER FACILITIES

[Punch List Attached]

SCHEDULE D
ADDENDUM FOR RENEWAL FACILITIES

This Addendum applies if you are renewing the franchise for an existing Chain Facility by entering into a new Franchise Agreement.

1. CONTINUING OBLIGATION.

1.1 This Addendum is for the renewal of the Franchise for an existing Chain Facility first granted to you in a Franchise Agreement dated _____ (the “Prior Agreement”). You must perform any and all of your obligations (financial and otherwise) under the Prior Agreement remaining as of the date of this Agreement and correct any uncured defaults, except as may be expressly superseded by this Agreement.

2. YOUR IMPROVEMENT OBLIGATION.

2.1 Generally. We will conduct an initial inspection of the Facility, develop a Punch List of property improvements needed to meet System Standards, recommend vendors for equipment and supplies and conduct one follow-up inspection. You will pay a PIP Fee of \$2,500 for this service. You must renovate and improve the Facility in accordance with this Agreement and System Standards. You must provide us with proof that you own or lease the Facility by the Opening Date. You must maintain control of the Facility consistent with such documentation during the Term. You must begin renovation of the Facility no later than 30 days after the Effective Date. Time is of the essence for the completion of the Improvement Obligation. We may, however, in our sole discretion, grant one or more extensions of time to perform any phase of the Improvement Obligation. The grant of an extension will not waive any other default existing at the time the extension is granted. All renovations must comply with System Standards, this Agreement and the Punch List. Your general contractor or you must carry the insurance required under this Agreement during renovation. The deadline for completing the Improvement Obligation shall be as specified on any Punch List attached to this Agreement, but is otherwise 90 days from the Effective Date. We may, in our sole discretion, terminate this Agreement by giving written notice to you (subject to applicable law) if you do not commence or complete the improvement of the Facility by the dates specified in the Punch List or otherwise and you fail to do so within five days after we send you written notice of default. You must also pay us the Reinspection Fee described in Section 3.7 if you fail to complete any Improvement Obligation by the deadline established in the Punch List or otherwise and our representatives must return to the Facility to inspect it. We may visit the Facility to confirm that you completed your Punch List. If you completed your Punch List to our satisfaction by the time specified in the Punch List, we will not charge you an additional fee for that inspection visit. If, however, you fail to complete any Improvement Obligation by the dates specified in the Punch List or otherwise and our representatives must return to the Facility to re-inspect it, then you must pay the PIP Reinspection Fee. If you have completed the Punch List to our satisfaction during our re-inspection, we will refund the difference between the PIP Reinspection Fee and the standard Reinspection Fee. We reserve the right to charge the PIP Reinspection Fee for any subsequent inspection until you have completed the Improvement Obligation.

2.2 Improvement Plans. You will create plans and specifications for the work described in Section 2.1 of this Schedule D (based upon the System Standards and this Agreement) if we so

request and submit them for our approval before starting improvement of the Location. We will not unreasonably withhold or delay our approval, which is intended only to test compliance with System Standards, and not to detect errors or omissions in the work of your architects, engineers, contractors or the like, who must exercise their own independent professional care, skill and diligence in the design and renovation of your Facility. Our review does not cover technical, architectural or engineering factors relating to the existing structure at the Location, or compliance with federal, state or local laws, regulations or code requirements, for which your architect is responsible. You must allow for 10 days of our review each time you submit Plans to us. We will not be liable to your lenders, contractors, employees, guests, others or you on account of our review or approval of your plans, drawings or specifications, or our inspection of the Facility before, during or after renovation or construction. Any material variation from the Approved Plans requires our prior written approval. Approved Plans must incorporate design elements as set forth in System Standards. You may purchase furniture, fixtures, equipment and other supplies that you may need during renovation of the Facility through our affiliate, Worldwide Sourcing Solutions, Inc.'s "Approved Supplier" program. If you choose to purchase certain design elements from a supplier other than an Approved Supplier, we may charge you a Custom Interior Design Review Fee, currently \$6,000. This fee will be assessed for our review of custom interior design drawings with you must submit to ensure compliance with our interior design standards. We may offer other optional architectural and design services for a separate fee. You will promptly provide us with copies of permits, job progress reports, and other information as we may reasonably request. We may inspect the work while in progress without prior notice.

2.3 Identification of Facility. You may continue to identify and operate the Facility as part of the System while you perform the Improvement Obligation, if any.

3. DEFINITIONS.

Opening Date has the same meaning as Effective Date.

SCHEDULE D
ADDENDUM FOR RENEWAL FACILITIES

[Punch List Attached.]

SCHEDULE E

MANAGEMENT COMPANY RIDER
To Franchise Agreement Dated _____, 20
Between Wyndham Franchisor, LLC (“Franchisor”) and
_____ (“Franchisee”)

_____ (“Management Company”) has entered into a Management Agreement with Franchisee, under the terms of which Management Company will operate the Wyndham Chain Facility located at _____ (the “Facility”) under and subject to the terms and conditions of the Franchise Agreement identified above.

In consideration of being permitted to operate the Facility, Management Company hereby acknowledges and ratifies the terms and conditions of the Franchise Agreement and agrees to fully observe and be bound by all terms, conditions and restrictions regarding the management and operation of the Facility set forth in the Franchise Agreement as if and as though Management Company had executed the Franchise Agreement as “Franchisee” for as long as Management Company operates the Facility; provided, however, that the foregoing does not constitute an agreement of the Management Company to pay or assume any financial obligation of Franchisee to Franchisor or to any third party. Management Company further agrees to be bound by the confidentiality covenants set forth in Section 15 of the Franchise Agreement (including all remedies available to Franchisor under the Franchise Agreement for breach thereof) during and subsequent to its tenure as manager and operator of the Facility. Additionally, Management Company will give Franchisor written notice that the management agreement has been terminated at least ninety (90) days’ in advance of Facility turnover unless termination is due to extraordinary circumstances that cause a shorter time frame before turnover to the successor management company for the Facility.

Management Company agrees that Franchisor may enforce directly against Management Company those terms and conditions of the Franchise Agreement to which Management Company has hereby agreed to be bound. The prevailing party in any cause of action brought in connection with this Management Company Rider (including, without limitation, any action for declaratory or equitable relief) shall be entitled to recover from the non-prevailing party reasonable attorney’s fees, expenses and costs of suit incurred by the prevailing party in such action.

MANAGEMENT COMPANY:

a _____

By: _____

Name: _____

Title: _____

GUARANTY

To induce Wyndham Franchisor, LLC, its successors and assigns (“you”) to sign the Franchise Agreement (the “Agreement”) with the party named as the “Franchisee,” to which this Guaranty is attached, the undersigned, jointly and severally (“we, “our” or “us”), irrevocably and unconditionally (i) warrant to you that Franchisee’s representations and warranties in the Agreement are true and correct as stated, and (ii) guaranty that Franchisee’s obligations under the Agreement, including any amendments and any Development Incentive Note, will be punctually paid and performed.

Upon default by Franchisee and notice from you we will immediately make each payment and perform or cause Franchisee to perform, each unpaid or unperformed obligation of Franchisee under the Agreement. Without affecting our obligations under this Guaranty, you may without notice to us extend, modify or release any indebtedness or obligation of Franchisee, or settle, adjust or compromise any claims against Franchisee. We waive notice of amendment of the Agreement. We acknowledge that Section 17 of the Agreement, including Remedies, Venue, Dispute Resolution, and WAIVER OF JURY TRIAL, applies to this Guaranty.

Upon the death of an individual guarantor, the estate of the guarantor will be bound by this Guaranty for obligations of Franchisee to you existing at the time of death, and the obligations of all other guarantors will continue in full force and effect.

This Guaranty may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, each of us has signed this Guaranty effective as of the date of the Agreement.

Guarantors:

Name: _____

Address: _____

Name: _____

Address: _____

INITIAL FEE NOTE

\$ _____ Parsippany, New Jersey

Date:

FOR VALUE RECEIVED, the undersigned _____, (“Maker”) promises to pay to the order of Wyndham Franchisor, LLC, a Delaware limited liability company (“Holder”), the principal sum of _____ (\$ _____) which amount shall bear no interest unless Maker defaults or this Note is accelerated. The principal amount will be payable in one installment due on the earlier to occur of _____, 20____, or on the Opening Date of the Facility, as both terms are defined in the Franchise Agreement described below. If this Note is not paid within ten (10) days after it is due, the outstanding principal balance shall bear simple interest at a rate equal to the lesser of eighteen (18%) percent per annum or the highest rate allowed by applicable law from its due date until paid. The outstanding principal balance of this Note shall be payable in lawful money of the United States of America at 22 Sylvan Way, Parsippany, New Jersey 07054, or at such other place as Holder may direct by written notice to Maker.

If a Termination of the Franchise Agreement between Maker and Holder occurs for any reason, or Maker defaults under the Franchise Agreement and fails to cure the default within the time permitted under the Franchise Agreement, if any, or any other event occurs which permits Holder to terminate the Franchise Agreement as provided in Section 11.2, or a Transfer occurs, the outstanding principal balance of this Note shall be immediately due and payable without further notice, demand or presentment. Any payments shall be first applied to any accrued interest and then to principal. Maker has the right to prepay this Note, in whole or in part, at any time, without premium or penalty. Prepayments of principal will be applied without notation on this Note.

This Note is issued pursuant to the Franchise Agreement between Holder and Maker for the operation of a Wyndham System facility (the “Facility”) to be located at _____. All terms not defined herein shall have the same definition as in the Franchise Agreement. Maker's obligation to pay this Note shall be absolute and unconditional, and all payments shall be made without setoff, deduction, offset, recoupment or counterclaim.

If this Note is collected by or through an attorney at law, the Holder shall be entitled to collect reasonable attorney's fees and all costs of collection. This Note is issued in and shall be governed and construed according to the laws of the State of New Jersey (without the application of conflict of laws principles). Each maker, endorser, guarantor or accommodation party liable for this Note waives presentment, demand, notice of demand, protest, notice of non-payment, notice of protest, notice of dishonor, and diligence in collection. Holder reserves the right to modify the terms of this instrument, grant extensions, novations, renewals, releases, discharges, compositions and compromises with any party liable under this Note, with or without any notice to or the consent of, and without discharging or affecting the obligations of any other party liable under this Note. The terms “Holder” and “Maker” shall be deemed to include their respective heirs, successors, legal

representatives and assigns, whether by voluntary action of the parties or by operation of law. All references to “Maker” shall mean and include the named Maker and all co-makers, guarantors, sureties and accommodation parties signing or endorsing this Note, each of whom shall be jointly, severally and primarily liable as the maker of this Note.

IN WITNESS WHEREOF, the undersigned have executed this instrument effective as of the date first above written.

WITNESS:

MAKER:

CO-MAKERS:

DEVELOPMENT INCENTIVE NOTE*

\$ _____ Parsippany, New Jersey

Date: _____

FOR VALUE RECEIVED, the undersigned _____, (“Maker”) promises to pay to the order of Wyndham Franchisor, LLC, a Delaware limited liability company (“Holder”), the principal sum of _____ (\$ _____) which amount shall bear no interest unless Maker defaults or this Note is accelerated. The principal amount will be disbursed by Holder to Maker, when and if Maker opens the Facility in accordance with the Franchise Agreement (as defined below), subject to completion by Maker of any pre-conditions to disbursement as noted therein. Maker will become subject to the obligation to repay or discharge this Note upon receipt of the principal amount. On each anniversary of the Facility’s Opening Date, one-20th of the original principal amount will be forgiven without payment. Maker’s obligation to repay the principal of this Note will cease and this Note will be canceled and discharged when the principal is completely forgiven. If this Note is accelerated and is not paid within ten (10) days after it is due, the outstanding principal balance shall bear simple interest at a rate equal to the lesser of eighteen (18%) percent per annum or the highest rate allowed by applicable law from its due date until paid. The outstanding principal balance of this Note shall be payable in lawful money of the United States of America at 22 Sylvan Way, Parsippany, New Jersey 07054, or at such other place as Holder may direct by written notice to Maker. This Note shall be accelerated upon any of the following events (each, an “Accelerating Event”): (i) a Termination of the Franchise Agreement between Maker and Holder occurs for any reason; (ii) a Transfer occurs and the transferee does not assume Maker’s obligation under this Note in a writing acceptable to Holder prior to the closing of the Transfer; (iii) the Maker loses ownership or possession or the right to possession of the Facility, or otherwise loses the right to conduct the franchised business at the Facility, by foreclosure, deed in lieu of foreclosure or exercise of the secured party’s rights against any pledge of Franchisee’s or any parent entity’s equity securities; or (iv) if any proceeding for the appointment of a receiver or other custodian or seeking marshaling or composition of or for Maker’s business or assets is filed in any court of competent jurisdiction, or otherwise commenced in accordance with Legal Requirements, and not dismissed within ninety (90) days. If such an Accelerating Event occurs, the outstanding, unamortized principal balance of this Note shall be immediately due and payable without further notice, demand or presentment. Any payments shall be first applied to any accrued interest and then to principal. Maker has the right to prepay this Note, in whole or in part, at any time, without premium or penalty. Prepayments of principal will be applied without notation on this Note.

This Note is issued pursuant to the Franchise Agreement between Holder and Maker for the operation of a Wyndham System facility (the “Facility”) to be located at _____. All terms not defined herein shall have the same definition as in the Franchise Agreement. If the Franchise Agreement terminates before the Facility opens and Holder does not disburse the Development Incentive to Maker, then this Note will be deemed discharged and neither party will have any

* If you are a resident of community property or certain other states, your spouse must also sign the Note as a co-maker.

further obligation to the other under this instrument. Maker's obligation to pay this Note shall be absolute and unconditional, and all payments shall be made without setoff, deduction, offset, recoupment or counterclaim.

If this Note is collected by or through an attorney at law, the Holder shall be entitled to collect reasonable attorney's fees and all costs of collection. This Note is issued in and shall be governed and construed according to the laws of the State of New Jersey (without the application of conflict of laws principles). Each maker, endorser, guarantor or accommodation party liable for this Note waives presentment, demand, notice of demand, protest, notice of non-payment, notice of protest, notice of dishonor and diligence in collection. Holder reserves the right to modify the terms of this instrument, grant extensions, renewals, releases, discharges, compositions and compromises with any party liable on this Note, with or without notice to or the consent of, or discharging or affecting the obligations of any other party liable under this instrument. The terms "Holder" and "Maker" shall be deemed to include their respective heirs, successors, legal representatives and assigns, whether by voluntary action of the parties or by operation of law. All references to "Maker" shall mean and include the named Maker and all co-makers, guarantors, sureties and accommodation parties signing or endorsing this Note.

IN WITNESS WHEREOF, the undersigned have executed this instrument effective as of the date first above written.

WITNESS:

MAKER:

CO-MAKERS:

TO BE USED BY A TRANSFEREE TO ASSUME THE UNAMORTIZED
BALANCE OF THE NOTE.

ASSUMPTION OF DEVELOPMENT INCENTIVE NOTE

FOR VALUE RECEIVED, the undersigned Assignee and Principals jointly and severally assume and undertake to pay when due the outstanding principal amount and accrued interest, if any, of that certain Development Incentive Note, dated _____, issued by _____ in the original principal amount of \$ _____, in accordance with the terms of the Note, a copy of which is attached to this instrument. The undersigned intend for Wyndham Franchisor, LLC, its successors and assigns to rely on this instrument to approve and authorize the transfer of the Wyndham "Facility" located at _____ to the undersigned Assignee. The undersigned have obtained information on the outstanding principal amount of the Note from the present Franchisee of the Facility satisfactory to the undersigned and represent to Wyndham Franchisor, LLC that the undersigned will benefit from the assumption of the Note.

If the Note is hereafter assumed by another transferee of the Facility, the undersigned shall remain liable to repay the Note upon demand according to its original tenor if the Note becomes due in accordance with its terms and the party then primarily liable fails to pay the Note within 10 days after the due date. The undersigned waive presentment, demand, notice of demand, protest, notice of non-payment, notice of protest, notice of dishonor and diligence in collection of the Note and any prior or subsequent instruments similar to this instrument. Holder reserves the right to modify the terms of the Note, grant extension, renewals, releases, discharges, compositions and compromises with any party liable on this Note, with or without notice to or the consent of, or discharging or affecting the obligations of any other party liable under the Note and any prior or subsequent instruments similar to this instrument.

IN WITNESS WHEREOF, the undersigned have executed and delivered this instrument effective as of the date and time the transfer of the Facility to the undersigned is effective.

ASSIGNEE:

ASSIGNEE PRINCIPALS:

Individually, as Co-Maker

By:

Title:

Individually, as Co-Maker

**ADDENDUM TO THE FRANCHISE AGREEMENT
FOR ELECTRONIC FUNDS TRANSFERS**

This “**Addendum**,” dated as of _____, 20____ (the “**Addendum Effective Date**”) is entered into by and between _____, a
_____, (“**we**,” “**our**,” “**us**”) and _____, a
_____, company (“**you**” or “**your**”). This Addendum amends and supplements that certain Franchise Agreement, dated as of _____, 20____ (the “**Franchise Agreement**”) between you and us. Unless the context indicates otherwise, the definition of terms in the Franchise Agreement applies to this Addendum. The Franchise Agreement authorizes you to operate a _____ System facility in _____, _____ for guest lodging (the “**Facility**”) and mandates certain payments to us. This Addendum relates to such payments and certain other payments.

_____. Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions shall supersede and apply:

1. Purpose. The parties wish to enter into an arrangement by which you use the ACH funds transfer system to pay amounts due under the Franchise Agreement and any other addenda to the Franchise Agreement, as well as any agreements relating to the Central Reservation System.

2. Authorization and Funds Transmittal.

(a) During the Term of this Agreement (as defined below), you will pay us any amounts due under the Franchise Agreement and any ancillary agreements by EFT. The funds used for this payment must be immediately available on the Pay Date.

(b) The Bank you designate for the purposes of this Addendum will be a Receiving Depository Financial Institution. You will instruct your Bank to transmit funds for any payments to us to our Bank account specified in Section 3(c) using the ACH system. This transfer is subject to the rules and regulations of the ACH system, including the rules of the National Automated Clearing House Association (the “**NACHA**”). We will consider your payment to have been made to us on the same Banking Day that our Bank credits our Bank account for the payment.

(c) You will take all necessary steps to cause your Bank to designate the payments you make under this Addendum as Preauthorized Payments under the ACH system, and that you, acting as a Receiver, authorize us to make Debit Entries from your designated Bank account. We will act as an Originator under the ACH system and make these Debit Entries on the day your payment to us is due, unless we determine in our sole discretion and after giving you notice that we will make a Debit Entry on a later date. We will use commercially reasonable efforts to generate the necessary debit files for your Bank to notify them of our Debit Entry. You are responsible for any losses due to a third party’s unauthorized access to information in transit between your Bank and our Bank or while that information is in the ACH system. We are responsible for any losses once our Bank

Electronic Funds - 1

receives the Credit Entry representing your payment. If we receive a duplicate payment, overpayment, fraudulent payment or any payment in error, we may, as we determine in our sole discretion, (i) return the payment directly to you within three (3) business days, (ii) make a credit transfer to your Bank within three (3) business days, or (iii) retain the payment as a credit against your future payment obligations to us.

(d) You represent and warrant that you have completed the ACH form that is attached to this Addendum fully and accurately. You will update the ACH form as necessary whenever the information changes.

(e) You agree to complete and submit to us your monthly franchise report for each month during the term within eight (8) days after the end of the month. We will calculate your Recurring Fees and submit an EFT request for the actual fees due and the unpaid balance of any invoice we send you promptly after you submit the report. You covenant and agree to maintain accurate records of all Gross Room Revenues on the Facility's property management system. You authorize us to poll the Facility property management system electronically to obtain such information.

3. Bank Designations and Remittance Information.

(a) When you return the ACH form to us, you will also furnish us in writing with the following information required to perform Debit Entries: (i) the name, address and nine (9) digit Routing Number of your Bank; and (ii) your account name, number and type of account (checking, savings or lockbox).

(b) You are responsible for obtaining remittance information from your Bank. You will send remittance information regarding each EFT transaction made under this Addendum directly to our Bank by a remittance advice. A remittance advice, however, does not warrant that the EFT transaction was timely made or that this transaction will be accepted by our Bank on that date. The remittance advice must also be communicated to our Bank according to appropriate electronic transmission standards.

(c) EFT payments to us or our Debit Entries against your Bank account will be credited to the following Bank account:

Bank Name: _____
Address: _____
City, State, Zip: _____
Account Name: _____
Account Number: _____
Bank ABA#: _____

We will take commercially reasonable steps to ensure that our bank is an Originating Depository Financial Institution under the ACH system.

(d) If your EFT information changes for any reason, you will promptly notify us in writing of the changes at least five (5) business days before the next monthly payment of Recurring Fees is due to us under the Franchise Agreement. If a Return occurs because your EFT information is incorrect or you used our EFT information incorrectly, you will be responsible for (i) making a correct payment to us; (ii) paying any additional amounts, such as interest; and (iii) recovering any erroneously directed funds. You will immediately notify us in writing if you learn of any actual or suspected errors or inaccuracies relating to your payment or your Bank account information. If your Bank account has insufficient funds on the Pay Date, you will pay any late fees, finance charges and other such expenses that you or we incur. We are not liable for errors resulting from changes to the EFT information provided by your Bank.

(e) You will pay all fees and charges assessed by your Bank for performing ACH transactions.

4. Changes to Bank Designations. Either you or we may change the designated Bank or account by giving the other party written notice and the appropriate revised information. The change will be effective ten (10) days after the other party receives the notice.

5. Security and Authentication. You and we will comply at all times with all applicable laws and regulations. You and we will also use commercially reasonable efforts to ensure that information transmitted electronically is protected against accidental disclosure to and against intrusions and security breaches by unauthorized third parties. You will ensure that your Bank follows standard industry practices regarding encryption and authentication of information.

6. Delays or Failures; Alternate Procedures.

(a) If a payment due date falls on a non-Banking Day, your payment to us must be made on the next Banking Day. You will not be in default under this Addendum if the completion of a Debit Entry is delayed because of the failure or delay of the ACH system or our Bank. However, you must ensure that payment to us is made by either EFT or a substitute payment method we specify as soon as possible after we notify you of the failure or delay.

(b) In the event of a duplicate payment, overpayment, fraudulent payment or payment in error, you may cause the prompt cancellation of any EFT or Wire Transfer to us. You will immediately notify us in writing of this event and your cancellation. We will reasonably cooperate with you to complete the cancellation of that transaction.

(c) In the event (i) the ACH system is unavailable for a period of time that we, in our sole discretion, consider unacceptable, or (ii) we determine, in our sole discretion, that certain payments to us should not be made through the ACH system, we may require you, after giving you written notice, to make these payments to us by Wire Transfer. You will make whatever arrangements are necessary with your Bank to pay us by Wire Transfer on the date that payment is due. You will instruct your Bank to direct the Wire Transfer to

our Bank account specified in Section 3(c). You will pay any Wire Transfer fees assessed by your Bank, and you will not deduct those fees from the amount of your payment. You will be in default under this Addendum and the Franchise Agreement if you fail to make payments to us by Wire Transfer after we notify you accordingly, and you do not cure this default within ten (10) days after we notify you in writing of this failure.

7. Term. This Addendum will be effective on the Addendum Effective Date and will continue in full force and effect throughout the Term of the Franchise Agreement.

8. Indemnification; Consequential Damages.

(a) You will indemnify and hold harmless us, our affiliates, successors and assigns and each of the respective directors, officers and employees associated with them against all claims relating to your operation, use or non-use of the ACH system or the transmission of Wire Transfers.

(b) NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST SAVINGS) RELATING TO THIS ADDENDUM, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

WE:

By: _____

(Vice) President

YOU:

By: _____

Title: _____

APPENDIX A-1

DEFINITIONS

ACH means the Automated Clearing House, a nationwide payment and collection system that provides for electronic distribution and Settlement of funds. Participating financial institutions exchange funds on behalf of an Originator and a Receiver in electronic form and perform the accounting necessary to settle the transaction.

Bank means a financial institution which, as an ordinary part of its business, engages in funds transfers for itself, Originators and Receivers.

Banking Day means any day on which a Bank is open to the public for carrying on substantially all its banking functions.

Credit Entry means an entry to the record of a Bank account representing the transfer or placement of funds in that account.

Debit Entry means an entry to the record of a Bank account representing the transfer or removal of funds from that account.

EFT means a transfer of funds under this Addendum performed through the ACH system for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit an account. Under this Addendum, an EFT does not include a Wire Transfer or a transaction originated by cash, check, promissory note, or similar paper document.

Originating Financial Depository Institution means a Bank qualified to originate ACH entries under applicable law and NACHA rules and regulations.

Originator means an individual or entity that initiates an entry into the ACH system through an Originating Financial Depository Institution.

Pay Date means the date on which the funds are to be freely available to the transferee for withdrawal in cash.

Preauthorized Payment means a standing authorization to perform an electronic transfer (direct debit) through the ACH system.

Receiver means an individual or entity that authorized an originator to initiate a credit or debit entry to an account held at a Receiving Depository Financial Institution.

Receiving Depository Financial Institution means a Bank qualified to receive ACH entries under applicable law and NACHA rules and regulations.

Returns means any ACH entry that has been returned to the Originating Financial Depository Institution by the Receiving Depository Financial Institution or by the ACH Operator because it cannot be processed.

Routing Number means the nine (9) digit routing number that identified a specific Bank.

Settlement means a transfer of funds from a Bank with a debit position to a Bank with a credit position or an agreed accounting entry between them to cover one (1) or more prior funds transfer transactions.

Wire Transfer means an electronic transfer of funds under this Addendum not performed through the ACH system for the purpose, by specific per-transaction instruction to the Bank, of ordering, instructing, or authorizing a financial institution to debit or credit an account.

PERIODIC ACH BANK DEBIT AUTHORIZATION AGREEMENT

Please fill out the following information to allow _____ (the “Franchisor”) to periodically debit your bank checking account through the Automated Clearing House System.

Account Holder Information

Account Holder

Address

City

Province

Postal Code

Bank Information

Name of bank to be debited

Bank ABA transit-routing number

bank account number

Please read and sign below

- You must attach a voided check to this form
- All owners of the bank account must sign this form

The undersigned hereby authorizes the Franchisor, or its designee, to initiate direct withdrawals from the checking account indicated above and further authorizes the bank to debit these amounts from the account. The undersigned understands that the amount of these entries will vary in time and amounts, and the undersigned waives any written notification of these entries.

This form is executed under an Addendum to the Franchise Agreement for Electronic Funds Transfers between the Franchisor and the undersigned.

This authority is to remain in full force and effect until the Franchisor has received written notification from the undersigned of its termination in such time and in such matter as to afford the Franchisor, its designee and the bank a reasonable opportunity to act on it.

[FRANCHISEE NAME]

By:

Account owner's signature

Date

Electronic Funds Authorization - 7

ASSIGNMENT AND ASSUMPTION AGREEMENT

This "Agreement" is made and entered into as of _____, 200__ by and among _____, ("Assignor"), _____, ("Assignee"), and WYNDHAM FRANCHISOR, LLC, a Delaware limited liability company (the "Company").

Recitals. Assignor is the Franchisee under a Franchise Agreement, dated as of _____, 20__, and certain related ancillary agreements with WYNDHAM FRANCHISOR, LLC (the "Company"). The Franchise Agreement, along with the ancillary agreements, will be referred to herein as the "Primary Agreements." The Primary Agreements are attached to this Agreement as Exhibit A and relate to the granting of a Wyndham franchise for a lodging facility designated as Unit No. _____ (the "Facility") located at _____. Assignor is conveying the Facility to Assignee. Assignor desires to assign the Primary Agreements to Assignee, which desires to assume and accept the rights and obligations under the Primary Agreements, effective as of the date of this Agreement.

IN CONSIDERATION of the premises, the mutual promises in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, it is agreed as follows:

1. Assignor assigns, transfers, bargains, sells, and delegates to Assignee all of its rights, title and interest in and to the Primary Agreements, and its obligations existing and arising in the future, under the Primary Agreements.

2. Assignee accepts and assumes the rights, benefits and obligations of the Franchisee under the Primary Agreements, effective as of the date of this Agreement, including all existing and future obligations to pay and perform under the Primary Agreements. Assignor shall remain secondarily liable for payment and performance of the Primary Agreements. The owners of Assignee have executed the Guaranty attached to this Agreement.

3. To induce the Company to consent to this Agreement and the assignment of the Primary Agreements, Assignee adopts and makes to the Company the representations and warranties of Franchisee set forth in Section 14 of the Franchise Agreement as of the effective date of this Agreement. Assignee is the owner of fee simple title to the Facility as of the effective date of this Agreement. Assignee's owners are shown on Exhibit B attached to this Agreement.

4. Assignee will deliver, together with this Agreement, evidence of insurance meeting System Standards, as contemplated under the Agreements and the Wyndham System Standards.

5. This Agreement shall be deemed a supplement to and modification of the Primary Agreements,, as previously modified by any prior amendments and addenda and this Agreement. Except as expressly stated, no further supplements to or modifications of the Primary Agreements are contemplated by the parties. There are no oral or other written arrangements between the Company and Assignor except as expressly stated in the Primary Agreements and any written amendment or addendum thereto included as part of Exhibit "A". The Primary Agreements, as previously modified, are incorporated by this reference.

6. Assignor and Assignee acknowledge that the Company has not participated in the negotiation and documentation of the transfer transaction between the parties, and neither has made any representation or warranty, nor furnished any information to either party. Assignee waives any and all claims against the Company, and its respective officers, directors, shareholders, affiliated corporations, employees and agents arising out of the transfer of the Facility. Assignee expressly acknowledges that the Company was not a participant in such transaction and that the Company has no liability in connection therewith. Assignee acknowledges that it has made such investigations of Assignor and the Facility as it believes appropriate.

7. Any notice required under the Agreements to be sent to Assignee shall be directed to:

ASSIGNEE:

Name: _____, Street: _____, City, State & Zip: _____, Attention: _____.

8. The Company consents to the assignment and assumption of the Primary Agreements as provided in this Agreement. No waivers of performance or extensions of time to perform are granted or authorized. The Company will treat Assignee as the Franchisee under the Primary Agreements. The Franchise of Assignor under Section 1 of the Franchise Agreement will be terminated effective as of the date of this Agreement. The Franchise Term of Assignee begins on the date of this Agreement and expires on the date the original Franchise Term of Assignor expires.

9. Assignee agrees that, notwithstanding anything to the contrary in the Primary Agreements, you will report and pay to us all Recurring Fees and other fees and charges due under the Primary Agreements on-line via our self-service Electronic Invoice Presentment and Payment tool accessible through our Chain intranet. In the Electronic Invoice Presentment and Payment tool on-line environment, payments can be made either through the electronic check payment channel or the credit card payment channel. We reserve the right to change, from time to time, the technologies or other means for reporting and paying fees to us by amending System Standards.

10. **[INSERT If there is a Development Incentive Note]** Assignee and its Principals have executed and delivered to the Company an Assumption of Development Incentive Note in the form attached to the Development Incentive Note of Assignor, as applicable, provided that such Assumption does not discharge or release Assignor and the co-makers of the Note relating to Assignor from liability under the Note.]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement effective as of the date first above written.

THE COMPANY:

WYNDHAM FRANCHISOR, LLC

By: _____

Vice President

ASSIGNOR:

By: _____
Title: _____

ASSIGNEE:

By: _____
Title: _____

Exhibit "A" - Primary Agreements
Exhibit "B" - Owners of Assignee
Guaranty

EXHIBIT A
THE AGREEMENTS

Copies of the Franchise Agreement and other related documents follow this page.

EXHIBIT B

Schedule "B" of the Franchise Agreement is hereby amended as follows:

1. Owners (names, addresses and percentage equity interests; attach separate exhibit if necessary):

a.	Of Assignee:	Ownership %

	Name:	

	Address:	

	Name:	

	Address:	

	Name:	

	Address:	

	Name:	

	Address:	

GUARANTY

To induce Wyndham Franchisor, LLC, its successors and assigns (“you”) to accept the Assignment and Assumption Agreement (the “Agreement”, relating to the Franchise Agreement attached to the Assignment and Assumption Agreement) with the party named as the “Assignee,” to which this Guaranty is attached, the undersigned, personally, jointly and severally (“we, “our” or “us”), irrevocably and unconditionally (i) warrant to you that Assignee’s representations and warranties in the Agreement are true and correct as stated, and (ii) guaranty that Franchisee’s obligations under the Agreement, including any amendments and any Development Incentive Note, will be punctually paid and performed, from and after the time Assignee becomes the Franchisee under the Franchise Agreement.

Upon default by Franchisee and notice from you we will immediately make each payment and perform or cause Franchisee to perform, each unpaid or unperformed obligation of Franchisee under the Agreement. Without affecting our obligations under this Guaranty, you may without notice to us extend, modify or release any indebtedness or obligation of Franchisee, or settle, adjust or compromise any claims against Franchisee. We waive notice of amendment of the Agreement and the underlying Franchise Agreement. We acknowledge that Section 17 of the Franchise Agreement, including Remedies, Venue and Dispute Resolution, and Waiver of Jury Trial, applies to this Guaranty.

Upon the death of an individual guarantor, the estate of the guarantor will be bound by this Guaranty for obligations of Franchisee to you existing at the time of death, and the obligations of all other guarantors will continue in full force and effect.

This Guaranty may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, each of us has signed this Guaranty effective as of the date of the Agreement.

GUARANTORS:

(Seal)

Name:

Address:

(Seal)

Name:

Address:

**ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE
CALIFORNIA FRANCHISE INVESTMENT LAW**

 This Addendum to the Franchise Agreement by and between WYNDHAM FRANCHISOR, LLC (“we”, “our” or “us”) and (“you”) is dated , 20 .

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions shall supersede and apply:

1. Our right to terminate the Franchise Agreement under Section 11.2 if you commence a bankruptcy proceeding may not be enforceable under federal bankruptcy law.

2. Under Section 1671 of the California Civil Code, certain liquidated damages clauses are unenforceable.

3. The California Franchise Relations Act (Business and Professions Code Section 20000 through 20043) provides rights to you concerning termination, transfer, or nonrenewal of a franchise. If the Franchise Agreement is inconsistent with the law, the law will control.

4. If the Franchise Agreement requires you to execute a general release of claims upon renewal or transfer of the Franchise Agreement, California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000-31516). California Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000-20043). To the extent required by such laws, Franchisee shall not be required to execute a general release.

5. All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. Only the Sections specifically added to or amended by this Addendum shall be affected. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of California.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

WYNDHAM FRANCHISOR, LLC

By: _____
_____(Vice) President

YOU, as franchisee:

By: _____
Name: _____
Title: _____

**ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO
ILLINOIS LAW**

This Addendum to the Franchise Agreement, the SynXis Subscription Agreement, the OPERA Supplemental Services Agreement, Signature Reservation Services Agreement, Hotel Revenue Management Agreement, Three Party Agreement, Lender Notification Agreement, Termination and Release Agreement and Assignment and Assumption Agreement by and between WYNDHAM FRANCHISOR, LLC (“we”, “our” or “us”) and _____ (“you”) is dated _____, 20__.

The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in the Franchise Agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, the Franchise Agreement may provide for arbitration to take place outside of Illinois.

Franchisees’ rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

WYNDHAM FRANCHISOR, LLC

By: _____

(Vice) President

YOU, as franchisee:

By: _____
Name: _____
Title: _____

**ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE
MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW**

This Addendum to the Franchise Agreement by and between WYNDHAM FRANCHISOR, LLC
("we", "our" or "us") and ("you") is dated _____, 20__.

1. Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provision shall supersede and apply to all franchises offered and sold under the laws of the State of Maryland:

No release language set forth in Sections 5, 9 or elsewhere in the Franchise Agreement shall relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Maryland. Pursuant to the Maryland Franchise Registration and Disclosure Law, any claim by you under such law must be brought within three years of the grant of the franchise. You may file this action in any Maryland court or Federal court located in Maryland.

2. Section 11.2 of the Franchise Agreement provides that the Franchise will automatically terminate upon your bankruptcy. This provision may not be enforceable under Federal bankruptcy law (11 U.S.C. Section 101 et seq.).

3. The Franchise Agreement states that New Jersey law generally applies. However, the conditions under which your franchise can be terminated and your rights upon nonrenewal may be affected by Maryland laws, and we will comply with that law in Maryland.

4. Notwithstanding anything to the contrary stated in Section 17.6.3, you may bring a lawsuit in Maryland against us for claims arising under the Maryland Franchise Registration and Disclosure Law.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

WYNDHAM FRANCHISOR, LLC

BY: _____
(Vice) President

YOU, as franchisee:

By: _____
Name: _____
Title: _____

**ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO
THE MINNESOTA FRANCHISE INVESTMENT LAW**

This Addendum to the Franchise Agreement by and between Wyndham Franchisor, LLC (“we”, “our” or “us”) and _____ (“you”) is dated _____, 20__.

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions shall supersede and apply:

1. In compliance with Minnesota Rule 2860.4400J, the eleventh sentence in Subsection 11.4 of the Franchise Agreement is amended to read as follows:

“You recognize that any use of the System not in accord with this Agreement will cause us irreparable harm for which there is no adequate remedy at law, entitling us to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, which may require us to post a bond.”

In addition, the following language is added at the end of Section 17.6.3 of the Franchise Agreement:

Minnesota Statutes, Section 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. Nothing in the Franchise Disclosure Document or this Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of Minnesota.

2. Minnesota law provides franchisees with certain termination, non-renewal and transfer rights. Minnesota Statutes, Section 80C. 14, Subdivisions 3, 4 and 5 require, except in certain specified cases, that a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of the Franchise Agreement and that consent to the transfer of the franchise will not be unreasonably withheld.

3. We will not require you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22, provided that the foregoing shall not bar the voluntary settlement of disputes.

4. You understand that Minnesota law limits you to a three year period from the date a claim accrues in which to bring any claim against us for a violation of Minnesota Statutes, Section 80C.17.

5. To the extent required by the Minnesota Franchise Act, we will protect your rights to use the trademarks, service marks, trade names, logo types or other commercial symbols related to the trademarks or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the trademarks, provided you are using the names and marks in accordance with the Franchise Agreement.

6. All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. Only the Sections specifically added to or amended by this Addendum shall be affected. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of Minnesota.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

WYNDHAM FRANCHISOR, LLC

By: _____
_____(Vice) President

YOU, as franchisee:

By: _____
Name: _____
Title: _____

**ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO
THE NEW YORK GENERAL BUSINESS LAW**

_____ This Addendum to the Franchise Agreement by and between WYNDHAM FRANCHISOR, LLC
 (“we”, “our” or “us”) and _____ (“you”) is dated _____, 20__.

The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. Section 9.3 is amended by adding the following statement immediately after the first sentence of such Section:

However, 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 related regulations shall remain in force; it being the intent of this proviso to satisfy the non-waiver provisions of GBL, Sections 687.4 and 687.5.

2. Section 10 is amended by adding the following statement immediately after the first sentence of such Section:

However, no assignment shall be made except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under this Agreement.

3. You acknowledge that, pursuant to Section 1136 of the New York Tax Law, we are obligated to file an annual information return with the New York State Department of Taxation and Finance which identifies, among other things, the “gross sales” of your franchise as you reported such “gross sales” to us. You release any claim against us or our agents relating to our filing of an information return pursuant to Section 1136 of the New York Tax Law.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

WYNDHAM FRANCHISOR, LLC

By: _____

 (Vice) President

YOU, as franchisee:

By: _____
Name: _____
Title: _____

**ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE
NORTH DAKOTA FRANCHISE INVESTMENT LAW**

This Addendum to the Franchise Agreement by and between WYNDHAM FRANCHISOR, LLC (“we”, “our” or “us”) and _____ (“you”) is dated _____, 20_____.

The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. Liquidated damages are prohibited by law in the State of North Dakota.

2. The Franchise Agreement will be governed and construed under the laws of the State of North Dakota. Any provision in the Franchise Agreement which designates jurisdiction or venue, or requires you to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted from any Franchise Agreement issued in the State of North Dakota. Any non-competition covenants contained in the Franchise Agreement shall be subject to the North Dakota laws on franchising.

3. Any provisions in the Franchise Agreement (including but not limited to Section 17.6.4) which require you to waive the right to a jury trial, or exemplary or punitive damages are deleted from any Agreements issued in the State of North Dakota.

4. Section 5 of the Franchise Agreement is revised to provide that a general release shall not be required as a condition to renewal.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

WYNDHAM FRANCHISOR, LLC

By: _____
_____(Vice) President

YOU, as franchisee:

By: _____
Name: _____
Title: _____

**ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE
RHODE ISLAND FRANCHISE INVESTMENT ACT**

This Addendum to the Franchise Agreement by and between WYNDHAM FRANCHISOR, LLC (“we” “our” or “us”) and _____ (“you”) is dated _____, 20__.

Notwithstanding anything to the contrary stated in Section 17.6.1 or elsewhere in the Franchise Agreement, the Franchise Agreement shall be governed by Rhode Island law with respect to any claim enforceable under the Rhode Island Franchise Investment Act.

Sections 17.6.1 and 17.6.3 of the Franchise Agreement are supplemented by the addition of the following:

“§ 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 the Act.”

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

WYNDHAM FRANCHISOR, LLC

By: _____
_____(Vice) President

YOU, as franchisee:

By: _____
Name: _____
Title: _____

**ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO
THE WASHINGTON FRANCHISE INVESTMENT PROTECTION ACT**

This Addendum to the Franchise Agreement by and between WYNDHAM FRANCHISOR, LLC
("we", "our" or "us") and ("you") is dated _____, 20__.

The State of Washington has a statute, RCW 19.100.180, which 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 the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act,
Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington
Franchise Investment Protection Act 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, 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.

The undersigned does hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____, 20__.

WYNDHAM FRANCHISOR, LLC

By: _____
_____ (Vice) President

YOU, as franchisee:

By: _____
Name: _____
Title: _____



22 Sylvan Way
Parsippany, NJ 07054
Attention: Franchise Sales
(FAX) 973-753-4121

Franchise Application

We would like to thank you for your interest in obtaining a Wyndham Hotel Group franchise. We appreciate the time and effort needed to complete therequested information. Your cooperation will assist us in processing your application.

Because each step is critical in the application process, we have included an "Application Checklist" which will provide step by step guidance that will assist in avoiding unnecessary delays in the processing of yourapplication.

Please forward the completed Application and all supporting documentation to your Wyndham Sales Representative who will be able to address anyquestions you may have.



WYNDHAM GRAND

DOLCE
HOTELS AND RESORTS

esplendor
BOUTIQUE HOTELS

DAZZLER
HOTELS

WYNDHAM

TRYP
BY WYNDHAM

TM
TRADEMARK
COLLECTION BY WYNDHAM

LAQUINTA

WINGATE
BY WYNDHAM

WYNDHAM
GARDEN

HAWTHORN
SUITES BY WYNDHAM

AmericInn

RAMADA
WORLDWIDE

BAYMONT
INN & SUITES

MICROTEL
BY WYNDHAM

Days Inn

Super
8

Howard Johnson

Travelodge

Wyndham Hotel Group Application Checklist

APPLICATION FOR CONVERSIONS AND NEW CONSTRUCTION

Please review this checklist to avoid unnecessary delays in the processing of your application.



Did You Remember To Include:

- ☐ FDD Receipt Page
 - Must be signed and dated, by a managing member or other executive officer
- ☐ Fully Completed Application
 - In general information on page 2, please include the closest major intersection or Landmark if no physical address is available. (New Construction ONLY)
 - Please complete all ownership information on pages 3-4 (you may attach additional copies of page 4 if necessary):
 - Entity name controlling and/or purchasing the hotel (LLC, Corp, etc.)
 - Complete owner names and addresses, shareholder percentages (must equal 100%), emails and social security numbers
 - All owners must also sign, date and provide their social security number on page 5
- ☐ Personal Financial Statements
 - Provide a personal financial statement for at least two thirds (67%) ownership
 - Financials must be signed and dated, clearly stating net worth. (Tax returns are not acceptable)
- ☐ Entity Formation Documents
 - State filed and executed "Articles of Formation/Organization"
 - Operating Agreement (LLC), By Laws/Stock Certificates (Corp) and Partnership Agreement
 - Must include ownership breakdown percentages and be fully executed/signed
- ☐ Land Control
 - Recorded Warranty Deed, Lease Agreement and/or Purchase Agreement if you currently own or lease the property
- ☐ Application Fee: Payable to Wyndham Hotel Group

Please note: We will not be able to process your application until all of the items above are received. Please forward these items as soon as possible to avoid any potential delays in your closing. The change of ownership/transfer process generally takes 30 +/- days to complete.

GENERAL INFORMATION

Prospective Location:

CITY COUNTY STATE ZIP

STREET ADDRESS CURRENT

NAME OF FACILITY OR BRAND AFFILIATION PROPERTY PHONE

PROPERTY FAX CLOSEST MAJOR

INTERSECTION OR LANDMARK ROOMS

APPLICATION TYPE (Check One)

- ☐ New Construction
- ☐ Conversion
- ☐ Franchise Renewal
- ☐ Change of Ownership
- ☐ Receiver
- ☐ Lender
- ☐ Brand Repositioning
(e.g. Ramada to Days Inn)

BRAND (Check One)

- ☐ AmericInn
- ☐ Baymont
- ☐ Days Inn
- ☐ Hawthorn
- ☐ Howard Johnson
- ☐ La Quinta
- ☐ Microtel
- ☐ Ramada
- ☐ Super 8
- ☐ The Registry Collection
- ☐ Trademark
- ☐ Travelodge
- ☐ TRYP
- ☐ Wingate
- ☐ Wyndham Garden
- ☐ Wyndham
- ☐ Wyndham Grand

APPLICANT (Check One)

- ☐ Individual/Sole Proprietor
- ☐ Multiple Individuals
- ☐ Partnership
 - ☐ Limited
 - ☐ General
 - ☐ Limited Liability
- ☐ Corporation
- ☐ Joint Venture
- ☐ Limited Liability Company
- ☐ Other

Please refer to the respective FDD for the Application Fee amount, to be paid by check made payable to the desired brand. This fee is non-refundable except in the event that a franchise is not offered to the applicant because of proximity to another facility of the desired brand. In such event, Wyndham Hotel Group will refund the Application Fee.

APPLICANT

Please provide below the name of a principal contact, to whom all correspondence should be addressed and who has authority to act for and bind the applicant to a contract.

Principal Contact

NAME: ☐ Mr. ☐ Mrs. ☐ Ms.

PHONE

TITLE (President, VP, Treasurer, etc.)

ENTITY NAME (if applicable)

FAX

EMAIL ADDRESS

STREET ADDRESS

CITY

STATE

ZIP

SPOUSE

If the proposed purchaser of franchise will be an entity, please provide below a breakdown of the beneficial ownership of the entity. If another entity will be an owner or the purchaser, then the beneficial ownership breakdown for that entity must be provided as well on a separate sheet.

APPLICANT HOTEL EXPERIENCE

Other WHG lodging facilities in which the applicant or its principals have, or have had an interest: (attach resume if available)

<u>Name</u>	<u>Location</u>	<u>Type of Interest and % (i.e.Owner, Management, Other)</u>	<u>How long have you owned/ operated this facility?</u>
1)			
2)			
3)			
4)			
5)			
6)			
7)			
8)			
9)			
10)			

ENTITY OWNERSHIP BREAKDOWN

NAME: ☐ Mr. ☐ Mrs. ☐ Ms. % Owned

TITLE (President, VP, Treasurer, etc.)

PHONE FAX

STREET ADDRESS

CITY STATE ZIP

SOCIAL SECURITY #

NAME: ☐ Mr. ☐ Mrs. ☐ Ms. % Owned

TITLE (President, VP, Treasurer, etc.)

PHONE FAX

STREET ADDRESS

CITY STATE ZIP

SOCIAL SECURITY #

NAME: ☐ Mr. ☐ Mrs. ☐ Ms. % Owned

TITLE (President, VP, Treasurer, etc.)

PHONE FAX

STREET ADDRESS

CITY STATE ZIP

SOCIAL SECURITY #

NAME: ☐ Mr. ☐ Mrs. ☐ Ms. % Owned

TITLE (President, VP, Treasurer, etc.)

PHONE FAX

STREET ADDRESS

CITY STATE ZIP

SOCIAL SECURITY #

NAME: ☐ Mr. ☐ Mrs. ☐ Ms. % Owned

TITLE (President, VP, Treasurer, etc.)

PHONE FAX

STREET ADDRESS

CITY STATE ZIP

SOCIAL SECURITY #

NOTE: Ownership breakdown must equal 100%. Applicant Information needed for all individuals with 20% or greater interest in the franchise. Attach extra sheets if necessary.

NOTE: THIS APPLICATION IS INTENDED TO OBTAIN CERTAIN PRE-QUALIFYING INFORMATION. ANY OFFER TO SELL AND ANY SOLICITATION OF AN OFFER TO BUY A FRANCHISE FOR A WYNDHAM HOTEL GROUP FRANCHISOR'S CHAIN FACILITY IS MADE ONLY BY MEANS OF THE FRANCHISE DISCLOSURE DOCUMENT AND ONLY IN STATES WHERE SUCH OFFERS AND SOLICITATIONS ARE PERMITTED BY LAW.

As part of the application process, the undersigned, acting for any entity that is the applicant and as agent for the persons listed as owners of the entity or as participants in the proposed franchise, authorizes Wyndham Hotel Group and its affiliates to conduct a background investigation of the financial condition, general character and reputation of the applicant, its officers, partners, directors, shareholders, owners and managers. The undersigned authorizes the release of such information to Wyndham Hotel Group and its affiliates by all financial institutions, credit bureaus, other public and private reporting organizations, government, regulatory entities, employers, and other references contacted by Wyndham Hotel Group or its affiliates in connection with this application.

<u>DATE</u>	<u>SIGNED</u>
Email address:	<u>TITLE</u>
	<u>SOCIAL SECURITY #</u>

<u>DATE</u>	<u>SIGNED</u>
Email address:	<u>TITLE</u>
	<u>SOCIAL SECURITY #</u>

<u>DATE</u>	<u>SIGNED</u>
Email address:	<u>TITLE</u>
	<u>SOCIAL SECURITY #</u>

SITE INFORMATION

Location is controlled by:

- A. Title holder _____
- B. Lease. Landlord/Lesser _____
Lessee _____
- C. Option agreement. Beneficial holder _____
Option expiration date _____
- D. Contract to purchase. Anticipated closing date _____
- E. Receivership _____
- F. Lender _____
- G. Other. Explain _____

FACILITY PROFILE

Location Type

☐ Airport ☐ Urban ☐ Suburban ☐ Interstate ☐ Resort ☐ Small Metro/Town

Product Type (e.g. Inn, Hotel, Plaza, etc.) _____

Size of lot _____

Total Number of Rentable Guest Rooms _____ Number of standard rooms _____

Number of suites _____ Number of parking spaces _____ Number of floors _____

Corridor Type: ☐ Interior ☐ Exterior ☐ Other (please specify) **Food/Beverage-**

Facilities/Amenities (check where applicable)

☐ Restaurant (Seats) ☐ Lounge/Bar (Seats)

☐ Pool ☐ Gift Shop ☐ Exercise Room

☐ Meeting Rooms (# of Rooms & Total Square Footage _____ Sq. Ft.)

Rolling 12 Months Performance:

_____ ADR _____ RevPAR

Occ % _____

~~EXHIBIT C-1~~

[Page Intentionally Left Blank]

WYNDHAM HOTEL FRANCHISE AGREEMENT

THIS AGREEMENT is dated _____, 20__ (“Effective Date”) by and between Wyndham Franchisor, LLC, a Delaware limited liability company (“Franchisor”), and _____, a _____ (“Franchisee” or “you”). Certain terms used in this Agreement are defined in Attachment E.

Recitals.

1. _____ Franchisor has the exclusive right to franchise the Wyndham “System” for the establishment and operation of upscale, full-service hotels under the Proprietary Marks.

2. _____ Franchisee owns the hotel identified in Attachment A to this Agreement (“Hotel”) and desires to obtain a license to use the Proprietary Marks and the System to develop or convert, complete, furnish, decorate, equip, staff and operate the Hotel as a Wyndham Hotel.

3. _____ Franchisee understands and acknowledges the importance of establishing and operating the Hotel in conformity with the System in order to enhance public recognition of, and demand for, all Wyndham Hotels.

4. _____ Franchisor is relying upon information submitted by Franchisee about the Hotel, the business skill, financial capacity and character of Franchisee and its Principals, and upon the guaranty of Franchisee’s obligations under this Agreement by its Controlling Principals, each of whom has executed a Guaranty in the form of Attachment C to this Agreement, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties intend to be legally bound and agree as follows:

1.—GRANT OF FRANCHISE

A. _____ Grant. As of the Opening Date, Franchisor grants to Franchisee the nonexclusive right and license (the “Franchise”), and Franchisee undertakes the obligation, to maintain and operate the Hotel as a Wyndham Hotel in a manner compliant with this Agreement, only at the location specified in Attachment A (“Approved Location”) and to use, solely for the operation of the Hotel at the Approved Location, the Proprietary Marks and System as modified by Franchisor during the Term. The Franchise is granted only for the number of guest rooms specified in Attachment A. Franchisor is relying on Franchisee’s undertaking to operate the number of guest rooms so specified continuously during the Term to enter into this Agreement. Franchisee shall not change the number of guest rooms at the Hotel without the prior written consent of Franchisor.

B. _____ Reserved Rights. Franchisee acknowledges that (i) the Franchise relates solely to the Approved Location; and (ii) unless otherwise set forth herein, this Agreement does not entitle Franchisee to any protected territory, territorial rights or exclusive area. Franchisee further acknowledges that the Wyndham Companies have and retain the right to own, develop and operate, and to license others to develop and operate, hotels and lodging facilities (including, without limitation, upscale, luxury, select service, resort and garden hotels and extended stay facilities), timeshare or vacation ownership resort properties, restaurants or other business operations of any type whatsoever, under the Wyndham name and mark or under other trade names, trademarks and service marks, at any location except the Approved Location, including locations adjacent, adjoining or proximate to the Approved Location, and that these business operations may compete directly with and adversely affect the operation of the Hotel. Franchisee agrees that the Wyndham Companies may exercise these rights from time to time without notice to Franchisee, and Franchisee covenants that it shall take no action, including any action in a court of law or equity, which may interfere with the exercise of such rights by any of the Wyndham Companies.

C. _____ Obligations Commencing on Opening Date. Franchisee shall not open the Hotel for business as a Wyndham Hotel until the Opening Date, and except as expressly provided in either a Conversion or New Construction Addendum, Franchisee has no rights to operate the Hotel under the Franchise or to use the System or

~~the Proprietary Marks until the Opening Date. If Franchisee fails to comply with its construction, renovation, decorating, furnishing and other pre-opening obligations specified in the Conversion or New Construction Addendum (as applicable), then Franchisor is not obligated to authorize the opening and operation of the Hotel as a Wyndham Hotel, and this Agreement may be terminated under and subject to Section 17B.~~

~~2. TERM~~

~~Except as otherwise provided in this Agreement, the term of this Agreement (the "Term") shall begin on the Effective Date and shall expire on the date set forth in the New Construction, Conversion, Transfer or Renewal Addendum to this Agreement, as applicable. NEITHER PARTY HAS ANY RENEWAL RIGHTS OR OPTIONS. However, if applicable law requires Franchisor to offer renewal rights, and Franchisee desires to renew this Agreement, then Franchisee will apply for a renewal franchise agreement at least six months, but not more than nine months, prior to the expiration date, and subject to such applicable law, will have to meet Franchisor's then current requirements for applicants seeking a franchise, which may include (i) executing Franchisor's then current form of franchise and other agreements, which franchise and other agreements may contain materially different terms and provisions (such as operating standards and fees) from those contained in this Agreement, (ii) executing a general release of Franchisor and its affiliates, in form and substance satisfactory to Franchisor, (iii) completing a property improvement plan, and (iv) paying a standard renewal fee, if then applicable.~~

~~3. FEES~~

~~A. Initial Franchise Fee; Relicense Fee; Expansion Fee.~~

~~1. Franchisee shall pay to Franchisor the Initial Franchise Fee or Relicense Fee (as set forth in Attachment A), less the Application Fee of \$10,000 paid by Franchisee, which shall be credited against the Initial Franchise Fee or Relicense Fee. The Initial Franchise Fee or Relicense Fee is in consideration for the administrative and other expenses incurred by Franchisor and is due and payable when Franchisee signs and delivers this Agreement. The Initial Franchise Fee or Relicense Fee is non-refundable.~~

~~2. Franchisee shall not expand the number of guest rooms at the Hotel without Franchisor's prior written consent and payment of an Expansion Fee in an amount equal to Franchisor's then current Initial Franchise Fee per guest room for each additional guest room proposed to be added. Franchisee shall pay the Expansion Fee to Franchisor with its application for approval of the proposed expansion, which approval will be at the sole discretion of Franchisor. If Franchisor approves Franchisee's application for expansion, the Expansion Fee shall be non-refundable. If Franchisor disapproves Franchisee's application for expansion, Franchisor will refund the Expansion Fee, less Franchisor's application processing charge and out of pocket expenses incurred to evaluate the application.~~

~~B. Royalty. As a condition to Franchisee's continuing use of the Proprietary Marks and the System, Franchisee shall pay to Franchisor a continuing monthly royalty fee (the "Royalty") accruing from and after the Opening Date and continuing during the Term in an amount equal to five percent (5%) of the Gross Room Revenues of the Hotel.~~

~~C. Marketing and Global Sales Fees. Franchisee shall pay to Franchisor on a monthly basis an amount equal to three percent (3%) of the Gross Room Revenues of the Hotel (the "Marketing and Global Sales Fee") accruing from and after the Opening Date as a contribution to the Central Marketing Fund (defined in Section 9B), which shall be maintained and administered by Franchisor as provided in Section 9B hereof. Each Wyndham Hotel owned or managed by Franchisor or its Affiliates shall make contributions to the Central Marketing Fund at generally the same rate required of Wyndham Hotel franchisees. Franchisor may increase the Marketing and Global Sales Fee periodically for all Wyndham Hotels, including hotels owned or managed by Franchisor or its Affiliates.~~

~~D. Reservation System Fees. Franchisee shall pay to Franchisor or its designee Reservation System Fees, accruing from and after the Opening Date, in an amount equal to the allocated reservation center cost per reservation generally charged to all Wyndham Trade Name Hotels participating in the reservation system that are~~

~~owned, franchised, licensed or managed by Franchisor. The current Reservation System Fees are set forth in Attachment B. Franchisor reserves the right to modify or change the Reservation System Fees and the basis for computing such fees, provided the fees are computed on substantially the same basis for all Wyndham Hotels.~~

~~E. Other Fees and Charges. Franchisee shall pay or reimburse Franchisor as described in Attachment B for “Additional Fees” such as travel and other sales agent commissions paid for certain reservation and marketing services to generate reservations at the Hotel plus a reasonable service charge, fees levied to pay for reservations for the Hotel originated or processed through the Global Distribution System, System websites, and/or other reservation systems, distribution channels and networks, and fees for additional services and programs. Franchisor may charge System Hotels using the System outside the United States for such reservation services using a different formula. Franchisor shall have the right to change, modify, add or delete the fees and charges in Attachment B in accordance with its terms.~~

~~F. Due Dates & Interest on Overdue Payments. All payments required in Sections 3B, 3C, 3D and 3E (including those described on Attachment B) shall be paid to Franchisor by the third (3rd) day of each month with respect to the Gross Room Revenues accrued for the preceding month, and shall be submitted to Franchisor together with any reports required under Section 13 of this Agreement. All other invoices forwarded by Franchisor or its Affiliates to Franchisee, shall be paid as provided in the invoice or, if the invoice does not specify a date for payment, within thirty (30) days after Franchisor issues the invoice. Any payment or report not actually received by Franchisor on or before the date due shall be deemed overdue. If any payment is overdue, Franchisee shall pay to Franchisor, in addition to the overdue amount and as a late charge, interest on such amount from the date it was due until paid at one and one half percent (1.5%) per month or the maximum rate permitted by law, whichever is less. The late charge imposed shall be in addition to any other remedies Franchisor may have. If Franchisor is ever deemed to have contracted for, charged, or received interest in an amount that exceeds the amount permitted under applicable law, then the excess amount shall be deemed to be, and shall be treated as, a payment of outstanding fees or other amounts due under this Agreement and, if no such amounts remain outstanding, any remaining excess shall be paid to Franchisee, as applicable. Franchisee will report and pay to Franchisor all fees and charges on line via Franchisor’s self service electronic invoice presentment and payment tool (“WynPay”) accessible through the System intranet. In the WynPay on line environment, payments can be made either through the electronic check payment channel or the credit card payment channel. Franchisor reserves the right to change, from time to time, the technologies or other means for reporting and paying fees to Franchisor by amending the Manual.~~

~~4. THE WYNDHAM ASSOCIATION~~

~~During the Term, Franchisor may, but is not obligated to, establish, or authorize the establishment of, an association (“Association”) sanctioned by Franchisor to serve as an advisory council to Franchisor with respect to advertising, marketing, reservations or other appropriate matters relating to Wyndham Trade Name Hotels. If an Association is established, then all franchisees then operating a Wyndham Trade Name Hotel, including Franchisee, and Franchisor shall be members of the Association.~~

~~5. MANAGEMENT, TRAINING AND STAFFING~~

~~A. Hotel Management. Franchisee will at all times retain and exercise management control over the Hotel. Any lease, management agreement or other arrangement for operating the Hotel or any part thereof (including, without limitation, food and beverage service facilities) shall be subject to Franchisor’s prior written consent, which may be withheld in its sole discretion. Franchisor may by written notice to Franchisee require the retention of a competent hotel management company if Franchisee is not, in Franchisor’s reasonable discretion, sufficiently experienced in the operation of upscale hotels.~~

~~1. Franchisee shall apply to Franchisor for consent if Franchisee wishes to engage a management company to manage the Hotel. To be approved by Franchisor, a proposed management company must demonstrate to Franchisor, in its reasonable judgment, the capability to manage the Hotel under this Agreement and the System. Franchisor may refuse to approve any proposed management company which, in Franchisor’s reasonable judgment, (i) is not financially capable or responsible, (ii) is inexperienced or unqualified in managerial skills or operational capacity or capability, or is otherwise unable to adhere fully to the obligations and requirements of this agreement, (iii) does not provide Franchisor with all information that Franchisor may reasonably request to~~

evaluate the proposed management company, or (iv) because Confidential Information and competitively sensitive information is imparted to System franchisees and managers, the management company is a franchisor or owner, or is affiliated with a franchisor or owner, of a hotel trade name which is competitive with Franchisor or its Affiliates, regardless of the number of hotels operating under such trade name. Franchisor reserves the right, at its option and upon reasonable notice, to revoke its approval of any management company that fails to remain qualified to manage the Hotel in Franchisor's reasonable judgment.

~~2. The management agreement between Franchisee and the management company for the Hotel shall be subject and subordinate to this Agreement and in the event of any conflict between the management agreement and this Agreement, the controlling contract shall be this Agreement.~~

~~3. The management company shall execute a separate rider to this Agreement (in substantially the form of Attachment D hereto), agreeing to comply with this Agreement in the management and operation of the Hotel and by Franchisee's covenants of confidentiality. Franchisor may require the management company to cause its key employees that Franchisor may identify to execute similar covenants of confidentiality, in a form reasonably acceptable to Franchisor.~~

~~4. If Franchisee or any transferee permitted under Section 15 below (in either case, "Owner") terminates an approved management agreement for the operation of the Hotel, and Franchisor requires the Hotel to be operated by a competent hotel management company, then Franchisee shall, within ninety (90) days after following the date of such termination, enter into a replacement management agreement with a replacement manager approved by Franchisor, as described below. During such ninety (90) day period, Owner shall, with Franchisor's consent, immediately employ an "interim manager" to manage the Hotel under this Agreement pending the execution of a new management agreement with a replacement manager. Franchisor must approve the interim manager and the interim management agreement, which approval will not be unreasonably withheld, provided that such interim manager is experienced in the operation of upscale hotels, and the interim management agreement expires no later than ninety (90) after it commences. Owner shall diligently seek to obtain a replacement manager for the Hotel while the Hotel is operated by any such interim manager. Any replacement manager and replacement management agreement shall be submitted to Franchisor for its written approval, which approval shall not be unreasonably withheld, but which may be conditioned on meeting the requirements in Section 5A above.~~

~~B. Training. Franchisee shall pay an annual Corporate Training Fee as set forth in the System Standards manual to cover training offered by Franchisor, except as otherwise indicated in this Section.~~

~~1. General Manager Certification Training. Franchisor will offer at its corporate offices or at another location it designates training for your general manager in its Hospitality Management Program. The program will not exceed two weeks in duration and will cover such topics as operating a System Hotel, marketing and sales, financial management, guest services and people management. Franchisor may administer certain diagnostic tests via the Internet to measure the skill set of Franchisee's general manager and, based in part on his/her score, offer certain Internet-based training as a supplement to the classroom training experience. Franchisee's initial general manager (or other representative who exercises day to day operational authority) for the Hotel must complete this program to Franchisor's satisfaction no later than 90 days after the Opening Date. Any replacement general manager must complete the Hospitality Management Program to Franchisor's satisfaction within 90 days after he/she assumes the position. If Franchisor does not offer a place in the Hospitality Management Program within the above time frame, Franchisee's replacement general manager must attend the next program held at which Franchisor offers a place. The general manager for the Hotel must complete the Hospitality Management Program even if Franchisee employs managers at other System Hotels who have already received this training. Franchisor charges tuition for the Hospitality Management Program for the general manager which is set forth in the New Construction, Conversion or Transfer Addendum. If he/she does not attend the Hospitality Management Program within 90 days after the Opening Date, and for any two or more replacement general managers in any calendar year, Franchisee must pay a separate tuition at the rate then in effect for the program when the general manager attends the program. If Franchisee, or any other employees at the Hotel, would like to attend the Hospitality Management Program with the general manager, Franchisor will charge and you must pay an Additional Attendee Fee, currently \$1,400, which is payable by the scheduled date for the program and is in addition to the tuition due for the general manager. Franchisor may charge full or discounted tuition for "refresher" training for the general manager or for additional staff members who attend the Hospitality Management~~

~~Program with the general manager. Franchisor will charge the then in effect discounted tuition for any additional staff members who attend the Hospitality Management Program with the general manager. Franchisee must also pay for its own, the general manager's and/or additional staff member's travel, lodging, meals, incidental expenses, compensation and benefits.~~

~~2. Remedial Training. Franchisor may require Franchisee, its general manager and/or staff to participate in remedial training if the Hotel receives a D or F (or equivalent score) on a quality assurance inspection, a D or F score on quality assurance electronic guest survey (or equivalent evaluation system), or experiences significant complaints to Franchisor's customer care department or posted on third party travel websites, distribution channels, blogs, social networks and other forums, as determined by Franchisor in its sole discretion. This training may be offered at Franchisor's corporate offices, at a regional location, on line or at the Hotel. The training may be in the form of one or more classes held at different times and locations as Franchisor may require. If the training is provided at the Hotel, Franchisee must provide lodging for Franchisor's trainers. In addition, if at the time of the Hotel's quality assurance inspection, it receives (i) a failure rating on guest room cleanliness and (ii) an average quality assurance score of F on cleanliness of guestroom category or cleanliness of bathroom category (based on a minimum of 10 electronic quality assurance guest surveys), then Franchisor may require Franchisee to take a one day, on site remedial class on housekeeping within 60 days after the inspection. The cost of the remedial training described in this section is incorporated in the Corporate Training Fee described above.~~

~~3. Ongoing Training and Support. Franchisee must subscribe to Franchisor's learning management system, Wyndham University, which includes training via live workshops, e learning modules, webinars, online coursed, videos and other educational resources, accessible by Franchisee and its staff via the Internet. The annual fee for this service is covered by the Corporate Training Fee. Franchisor may also offer Internet based training via the System's intranet website. All general managers must complete recertification training at such intervals as Franchisor may establish in the Manual. Franchisee must pay the tuition then in effect for the program for two or more general managers in a calendar year. Franchisor may offer other mandatory or optional training programs for reasonable tuition or without charge. The above training could be offered in Franchisor's corporate offices or other locations or held in conjunction with a System lodging conference. Franchisee will pay for its representative's travel, lodging, meals, incidental expenses, compensation and benefits. Franchisor may offer, rent or sell to Franchisee electronic recordings or other on site training aids and materials, or require Franchisee to buy them at reasonable prices.~~

~~4. No Show and Cancellation Fees. If Franchisee or the general manager, or any other member of the staff Franchisee designates, fails to register for a required training program within the required time period, or registers for a training program but fails to attend such program as scheduled without, notifying Franchisor in advance, whether such attendance is required or optional, Franchisor may charge Franchisee a No Show Fee of up to 100% of the tuition for the program. If Franchisee, the general manager or any other member of the staff cancels participation in any training program less than seven (7) days before it is scheduled to be held, Franchisor may charge Franchisee a Cancellation Fee of up to 50% of the tuition for the program. No Show and Cancellation Fees are in addition to any tuition Franchisee will have to pay at the then offered rate when Franchisee or the general manager attends the program. Franchisor may assess Franchisee additional No Show or Cancellation Fees for continued failures under this Section 5.B.~~

~~5. Conferences. Franchisee (or its representative with executive authority, if Franchisee is an entity) will attend each System conference and pay the Conference Fee Franchisor sets for System Hotel franchisees, if and when Franchisor determines to hold a System conference. The System conference may be held as part of a Wyndham Hotel Group multi brand conference with special sessions and programs for System Hotels only. Mandatory recurrent training for franchisees and managers described in Section 5B3 may be held at a conference. The fee will be the same for all franchised System Hotels in the United States. Franchisee will receive reasonable notice of a System Hotel conference. Franchisor will invoice and charge Franchisee for the Conference Fee even if Franchisee does not attend the System Conference.~~

~~C. Staffing. Franchisee or its approved management company shall employ qualified personnel sufficient to staff all positions at the Hotel, and in accord with competent management practices recognized in the hotel industry for upscale hotels.~~

~~1. Franchisee shall cause all employees, while working at the Hotel, to wear uniforms as specified in the Manual, to present a neat and clean appearance, and to render competent and courteous service to guests of the Hotel.~~

~~2. Under no circumstances shall Franchisor or any affiliate be considered the employer or a joint employer of any employee of Franchisee or the Hotel. Franchisor shall not "borrow" or control Franchisee's employees during any aspect of training, including on the job training provided at any hotel operated by Franchisor or an affiliate. Franchisee shall exercise full and complete control over and have full responsibility for its contracts, daily operations, labor relations, and employment practices and policies including, but not limited to, the recruitment, selection, hiring, disciplining, firing, compensation, work rules and schedules of its employees and shall provide worker's compensation coverage and benefits as required by law. Franchisee shall be solely responsible for compliance with any collective bargaining agreement for its employees.~~

~~6. HOTEL OPERATIONS~~

~~A. Adherence to System Standards. Franchisee understands and acknowledges that compliance with each and every standard, specification, policy and procedure of the System is essential to maintain the consistency of high quality and guest service of Wyndham Hotels and to enhance public recognition of, and demand for, Wyndham Hotels. Franchisee shall operate and maintain the Hotel in strict conformity with the standards, specifications, policies and procedures set forth in the Manual or otherwise in writing (the "System Standards"). Franchisee acknowledges that the System Standards and the Manual are designed to protect the System and the Marks, and not to control the day-to-day operation of Franchisee's business. Franchisor shall use commercially reasonable efforts to apply System Standards and policies consistently to all franchised Wyndham Hotels. Franchisor may allow deviations from such System Standards in its sole discretion, if local conditions or other circumstances warrant a deviation. Failure to comply with System Standards after notice and opportunity to cure shall be deemed a material default.~~

~~B. Restricted Use of Hotel Premises. Franchisee shall use the Hotel premises solely for the operation of a Wyndham Hotel and shall refrain from using, or allowing others to use, the premises for any other purpose or activity at any time, without obtaining the prior written consent of Franchisor, which may be withheld in Franchisor's sole discretion. Franchisee shall not provide, or allow others to provide, any guest service or offer any product at the Hotel except as prescribed in the Manual or otherwise in writing. Franchisee shall not permit any part of the Hotel premises to be used for gaming purposes without the prior written consent of Franchisor. Franchisee shall not permit any activity at the Hotel which would negatively impact the good will of Franchisor or the System, either expressly or by failure to take prompt corrective action after Franchisee knows about or should know about such activity.~~

~~C. Promotion of Other Businesses. Without the prior written consent of Franchisor, which may be withheld in Franchisor's sole discretion, Franchisee and Franchisee's manager shall ensure that no part of the Hotel or the System is used to further or promote a different or competing business, including without limitation, advertising or promotion for hotels other than those franchised by Franchisor or its Affiliates and marketing, advertising or promoting any timeshare or vacation ownership resort not affiliated with Franchisor and its current or former Affiliates. In addition, except as expressly permitted in the Manual or otherwise consented to by Franchisor in writing, no part of the Hotel shall be used to further or promote any other business at the Hotel. Franchisee shall use every reasonable means to encourage the use of Wyndham Hotels everywhere by the traveling public; provided, however, that nothing herein shall prohibit, and Franchisee agrees to participate in, any program specified by Franchisor for referring prospective customers to other hotels franchised, owned or managed by the Wyndham Companies, or by Wyndham Destinations, Inc. or its subsidiaries when the customers cannot be accommodated by Franchisee's Hotel or any other Wyndham Hotel. Without limiting the foregoing, Franchisee shall not develop or operate a timeshare or vacation ownership resort which is integrated or shares amenities with the Hotel without Franchisor's prior written consent. Except as expressly provided herein, nothing herein shall prohibit Franchisee or an Affiliate of Franchisee from developing, operating or promoting other hotels or lodging facilities so long as Franchisee complies with this Agreement.~~

~~D. — Food and Beverage Standards. Franchisee shall provide food and beverage service in the Hotel in conformity with the standards and specifications prescribed in the Manual and sound foodservice management practices to insure the highest level of safety, quality and service. Franchisee agrees:~~

~~1. — To use and operate the restaurants and lounges solely for the benefit of the Hotel, to keep any restaurant and lounge open and in normal operation for such minimum hours and days as Franchisor may prescribe; and to refrain from using or allowing others to use the restaurant and lounge premises for any other purpose or activity at any time without first obtaining the written consent of Franchisor;~~

~~2. — To maintain in sufficient supply, and use at all times, food and beverage products and ingredients, supplies, paper goods, dinnerware and furnishings that conform to Franchisor's standards and specifications, and to refrain from deviating without Franchisor's prior written consent;~~

~~3. — To sell or offer for sale only those menu items and beverages that comply with Franchisor's standards and specifications and all applicable legal requirements (including, without limitation, all licensing and other requirements for the sale of alcoholic beverages); to sell or offer for sale all required menu and beverage items as prescribed in the Manual or otherwise in writing by Franchisor; to prepare and serve all menu items and beverages offered under and subject to Franchisor's standards and specifications and all applicable legal requirements; and to discontinue selling and offering for sale any items which Franchisor may, in its discretion, disapprove in writing at any time, or as emergent circumstances and sound foodservice practice may dictate; and~~

~~4. — To use only menus, signs, promotional displays and other materials that comply with the style, pattern and design prescribed in the Manual or otherwise approved in writing by Franchisor.~~

~~E. — Guest Services & Programs. Franchisee shall honor at the Hotel all credit cards specified in the Manual. Franchisee will follow standard industry practices for safeguarding cardholder information (which, without limitation, shall include complying with the Payment Card Industry Security Standard or its then current replacement), and will comply with all applicable laws and regulations, and such other requirements as Franchisor may include in the Manual or as Franchisor may otherwise communicate from time to time for such purpose. Franchisee also agrees to participate in and shall provide all information requested by Franchisor for the purpose of all customer surveys and guest satisfaction audits conducted by Franchisor. Franchisee shall offer and faithfully execute all guest services and all programs that Franchisor may determine to be in the best interest of or may reasonably establish for the System, including, without limitation, guest accessible high speed Internet service, guest recognition programs such as Wyndham Rewards, in room, pay per view movies (subject to Franchisor's right to direct the type of adult movies which are offered and the time and manner in which such movies are offered), travel agent programs, marketing incentive programs, complaint resolution programs and programs for the provision of complimentary rooms or refunds to guests, including complimentary services that Franchisor may prescribe for Wyndham Hotels, programs and services for senior citizens, children and frequent guests.~~

~~F. — Quality Assurance Program; Inspections. Franchisee acknowledges that the Hotel's participation in Franchisor's quality assurance inspection program (including unannounced inspections) is a material obligation it accepts under this Agreement. Franchisor may include the results of paper and electronic customer satisfaction surveys of guests as well as unsolicited feedback received from guests in Franchisee's final quality assurance score. Franchisor may publish and disclose the results of quality assurance inspections and guest surveys. Franchisor may, at its discretion, implement a System wide quality assurance/mystery shopper inspection program to be performed by a reputable third party. Franchisee will permit Franchisor's representatives to perform quality assurance inspections of the Hotel at any time with or without advance notice, and will pay the inspection fee specified in the System Standards Manual. The inspections will commence during normal business hours although Franchisor may observe Hotel operations at any time. Franchisee and the Hotel staff will cooperate with the representative performing the inspection. Franchisee must provide free lodging for the inspector(s) when he/she visits the Hotel. If the Hotel fails an inspection, Franchisee refuses to cooperate with Franchisor's representative, or Franchisee refuses to comply with Franchisor's published inspection System Standards, then Franchisee will pay Franchisor when invoiced for any Reinspection fee specified in the System Standards Manual plus the reasonable travel, lodging and meal costs Franchisor's representative incurs for a reinspection. Franchisee will also be charged a PIP Reinspection fee if Franchisor must return to the Hotel to inspect it as a result of Franchisee's failure to complete~~

~~any Renovation Obligation by the deadline established in the PIP, as indicated on the Conversion, Transfer or Renewal Addendum, as applicable. The difference between the PIP Reinspection fee and the standard Reinspection fee, if any, will be refunded if Franchisee has completed the Renovation Obligation as of the date of the reinspection.~~

~~7. FURNISHING AND MAINTAINING THE HOTEL~~

~~A. Hotel Facilities, Equipment and Furnishings.~~

~~1. Before the Opening Date, Franchisee shall develop, construct, convert, renovate, equip and furnish the Hotel under this Agreement (including, as applicable, the New Construction, Conversion, Transfer or Renewal Addendum attached to this Agreement) and the Manuals.~~

~~2. Franchisee shall, at its expense, purchase or lease and install and update at the Hotel all facilities, appurtenances, furnishings, fixtures, equipment, furniture, vending machines, electronic and video games, computer hardware and software, networks and related equipment (including, without limitation, the property management and reservation systems specified by Franchisor), telephone and other communications systems, entertainment systems, preventative maintenance systems, facsimile machines and copiers, signs and other items (collectively, "FF&E") specified by Franchisor for the System in the Manual or otherwise in writing. Franchisee shall refrain from installing or permitting to be installed at the Hotel, without Franchisor's prior written consent, any FF&E or any other items not previously approved by Franchisor.~~

~~3. The size, form, color scheme, content and location of all signs, advertisements and graphic materials displayed in any public area or guest rooms at the Hotel shall be as prescribed in the Manual or otherwise approved in writing by Franchisor.~~

~~B. Sourcing. All food products, supplies, and FF&E (excluding computer hardware, software, and related equipment for the property management and reservation systems, and/or that interface therewith) used at or in the Hotel may be purchased from any source, provided such products meet the specifications provided for in the Manual. Computer hardware, software and related equipment for the property management and reservations systems, and/or that interface therewith, shall be purchased only from sources designated or approved by Franchisor. Notwithstanding the above, Franchisee acknowledges that Franchisor may specify a particular model or brand of FF&E or other items for Wyndham Hotels that may be available from only one manufacturer or supplier. Franchisor may at any time, in its discretion, specify that certain food and beverage products, FF&E, and supplies be purchased only from designated or approved sources which have demonstrated, to the reasonable satisfaction of Franchisor or an Affiliate, the ability to meet Franchisor's standards and specifications for those items. Franchisee shall submit to Franchisor a written request for approval of a supplier not previously approved by Franchisor, or shall request the source itself to do so, prior to purchasing or leasing any item if Franchisor has designated or Approved Suppliers for the item. Franchisor may require, as a condition of its approval, at Franchisor's option and at no cost to Franchisor (i) that the source present satisfactory evidence of liability insurance protecting Franchisor and its franchisees against any and all claims arising from the use of such item by System franchisees, and (ii) that samples of the item be delivered by the source to Franchisor or its designee for inspection and retention. A charge not to exceed the cost of such inspection shall be paid to Franchisor by Franchisee or by the source seeking approval and Franchisor shall not be liable for use, damage to or destruction of any sample. Franchisor reserves the right, at its option, to revoke its approval as to future purchases if a source or its item fails to meet Franchisor's standards.~~

~~C. Hotel Maintenance. Franchisee shall maintain the Hotel and all related facilities and appurtenances used by or visible to guests and patrons in first class condition. Franchisee shall effect, at its expense, all additions, alterations, repairs and replacements of the building, its components and systems, and its FF&E as Franchisor may reasonably direct to maintain the Hotel to this standard. Franchisee shall not alter the Hotel materially without obtaining the prior written consent of Franchisor.~~

~~D. Remodeling & Renovation. Franchisor shall have the right to require that Franchisee upgrade, improve, reequip, remodel, renovate, redecorate and modify the Hotel at Franchisee's expense to conform to the building décor, amenities, trade dress and FF&E required under Franchisor's then current System Standards, which~~

~~shall be applied consistently to all Wyndham Hotels of similar age, as Franchisor may deem reasonably necessary in its discretion for the Hotel and the System to remain competitive in the upscale hotel marketplace. In addition, Franchisee must perform periodic renovations of guest rooms, including Soft Goods, Case Goods and bathrooms, and public spaces, including lobby areas, guest room corridors, meeting rooms, fitness centers, and food and beverage outlets at the frequency required under Franchisor's then-current System Standards. Franchisee shall complete all work required by Franchisor pursuant to this Section 7D within the time reasonably specified by Franchisor or in System Standards. Franchisee acknowledges that its failure to complete the work in a timely manner shall, except for delays caused by the occurrence of events constituting Force Majeure, constitute a material default for which this Agreement may be terminated as provided in Section 17C.~~

~~E. Purchasing Services. Franchisor or an Affiliate may, at Franchisor's option, provide purchasing services to Franchisee for acquisition from third parties of some or all of the FF&E, food products, supplies and other items required in the operation of the Hotel and may offer such purchasing services to Franchisee for a reasonable fee.~~

~~8. RESERVATION AND PROPERTY MANAGEMENT SYSTEMS~~

~~A. Participation in Central Reservation System. Unless Franchisor has issued a notice of default or termination to Franchisee under this Agreement for a material default that remains uncured after the expiration of the applicable cure period, if any, specified in this Agreement, Franchisor shall make available to the Hotel access to the central reservation system provided by Franchisor for all Wyndham Hotels (sometimes referred to as the "Reservation System"), which system may be modified, changed or replaced from time to time by Franchisor. Franchisee acknowledges that offering the public a single, efficient reservation service is essential to the goodwill, reputation and success of the System. During the Term, Franchisee shall participate in the Reservation System on an exclusive basis and shall not participate in any other electronic central reservation system except through Franchisor's Reservation System, shall enter into all agreements required by Franchisor as a condition of participation, and shall observe all rules, terms and conditions of participation determined by Franchisor. As a requirement of Franchisee's participation in the Reservation System, Franchisee must participate in our Signature Reservation Services ("SRS") program during the Term of this Agreement. Under the SRS program, Franchisee will pay the fees associated with certain reservations booked by our agents on behalf of the Hotel. The program terms and fees associated with the program are described in the SRS agreement that you will sign and deliver to us at the same time as you sign this Agreement. Franchisee shall honor and give first priority on available rooms to all confirmed reservations referred to the Hotel through the Reservation System. Franchisee shall book and communicate outgoing reservations referred by and from the Hotel to other hotels only by means of the Reservation System. Franchisee shall be solely responsible for notifying the reservation center of any changes in Franchisee's room rates. Franchisee shall not charge any guest a rate higher than the rate specified to the guest by the reservation center at the time the guest's reservation was made. Such rate shall be the rate most recently provided to the reservation center by Franchisee prior to the time the reservation was made, according to the records of such center. Franchisee acknowledges and agrees that once a termination or expiration date for this Agreement has been established in accordance with the provisions of this Agreement, Franchisor may stop accepting reservations through the Reservation System for any person(s) seeking to make a reservation for a stay on any date on or after the termination or expiration of this Agreement. In addition, when this Agreement terminates or expires for any reason, Franchisor has the right to contact those individuals or entities who have reserved rooms with the Hotel through the Reservation System to inform them that the Hotel is no longer part of the System. Franchisor further has the right to inform those guests of other hotels franchised, owned or managed by the Wyndham Companies that are near the Hotel in the event that the guests prefer to change their reservations. Franchisee agrees that the exercise of Franchisor's rights under this Section will not constitute an interference with Franchisee's contractual or business relationship.~~

~~B. Network Installation and Maintenance. Franchisee, at its expense, shall install and maintain at the Hotel all computer hardware, software and related equipment necessary for participation in the central reservation and property management systems required by Franchisor, including any future enhancements, additions, substitutions or other modifications specified by Franchisor. Franchisee shall cause such systems to be configured to Franchisor's specifications and in accordance with all applicable legal, regulatory and industry requirements, and shall pay all applicable installation, configuration, support and maintenance fees as and when due. Franchisee shall also be responsible for telephone line and data circuit charges for connecting Franchisee's network to the~~

~~Reservation System, for the cost of supplies used in the operation of the equipment and for all other related expenses.~~

~~C. — Software Licenses. Franchisee shall enter into all software license agreements with Franchisor or its designee necessary to obtain and maintain the software and related documentation for the property management and the Reservation System (if any), as required by Franchisor under this Agreement (the “Software”). The Software shall at all times remain the sole property of Franchisor or such designee. Franchisee shall treat the Software, its related documentation and all upgrades, enhancements and modifications thereto as confidential. Franchisee shall not at any time, without Franchisor’s prior written consent, copy, duplicate, modify, reverse engineer, or otherwise duplicate the foregoing materials, in whole or in part, or otherwise make the same available to any unauthorized person.~~

~~D. — Suspension from Reservation System. If Franchisee fails to pay any fees when due, fails to maintain System Standards, or is otherwise in default under this Agreement or any other agreement with Franchisor, Franchisor may, after giving notice of non performance, non payment or any other default, suspend the Hotel from the reservation system, discontinue reservation system and other referrals to the Hotel for the duration of such suspension, and may divert previously made reservations to other hotels franchised, owned or managed by the Wyndham Companies. Franchisor may also omit the Hotel from the Wyndham Trade Name Hotel Directory. All Reservation System Fees and other fees related to the use of the reservation system, Royalties, Marketing and Global Sales Fees, and Service Fees shall continue to accrue during the suspension period. Service to the reservation system will be restored after Franchisee has fully cured any and all defaults and failures to pay and perform during the time allowed for cure. Franchisor may charge Franchisee, and Franchisee must pay as a condition precedent to restoration of reservation service, a Reconnection Fee as specified on Attachment B to reimburse Franchisor for its costs associated with service suspension and restoration. Franchisee waives all claims against Franchisor arising from the Hotel’s suspension from the reservation system pursuant to this Section 8D. Franchisor’s right to suspend the Hotel from the reservation system under this Section 8D shall be in addition to any other rights and remedies available to Franchisor under the circumstances.~~

~~9. — ADVERTISING AND MARKETING~~

~~A. — Advertising Approvals. All advertising by Franchisee in any medium shall be conducted in a dignified manner and shall conform to such standards and requirements as Franchisor may specify in the Manual. Franchisee shall submit to Franchisor (by mail, return receipt requested), for its prior approval, samples of all advertising, promotional plans and materials and public relations programs that Franchisee wishes to use which deviate from the standards and requirements set forth in the Manual and which have not been either provided or previously approved by Franchisor. Any advertising, marketing, or sales concepts programs or materials proposed or developed by Franchisee for the Hotel and approved by Franchisor may be copied and used by other Wyndham Trade Name Hotels without compensation to Franchisee. Franchisor reserves the right to disapprove upon written notice to Franchisee any advertising materials previously provided to Franchisee by Franchisor or previously approved by Franchisor.~~

~~B. — Central Marketing Fund. Recognizing the value of marketing and advertising to all Wyndham Trade Name Hotels, Franchisee agrees that Franchisor or its designee shall administer a central marketing fund (“Central Marketing Fund”) as follows:~~

~~1. — To the extent provided generally by the Franchisor for the benefit of the Hotel and other Wyndham Trade Name Hotels, Franchisor will provide for the Hotel during the Term marketing services consisting of marketing programs, marketing collateral, research services, advertising, and public relations efforts. Such marketing services may be brand specific or applicable to all Wyndham Trade Name Hotels.~~

~~2. — On or before the third (3rd) day of each calendar month during the Term, beginning with the month following the Opening Date, Franchisee shall contribute to the Central Marketing Fund the Marketing and Global Sales Fee, as defined in Section 3C. The Marketing and Global Sales Fee will be collected and applied to pay only the actual costs incurred and allocated by Franchisor in the provision of the marketing services as further described below. The Marketing and Global Sales Fee shall not be used to pay, and Franchisee shall pay separately,~~

~~the costs of any central reservation and any other Additional Fees (as provided in Sections 3D and Attachment B), as well as the costs (which may include, without limitation, direct operating costs paid to marketing partners) of any third party marketing partner programs in which the Hotel participates that are direct billed to participating Wyndham Trade Name Hotels. Franchisee agrees that the Central Marketing Fund and Marketing and Global Sales Fees contributed for the Fund may pay any and all direct and indirect costs (including compensation and employee benefits and other overhead costs) of (i) maintaining, administering, directing, preparing, and producing advertising and other marketing and promotional services including, without limitation, the cost of preparing and producing television, radio, magazine and newspaper advertising campaigns; website development and maintenance; direct mail and outdoor billboard advertising; public relations activities; employing advertising agencies; and other internally prepared or directed marketing activities as we deem appropriate; and (ii) maintaining and administering our Global Sales Organization, which solicits reservations at Wyndham Trade Name Hotels, for national and regional conventions, trade shows, groups, corporations and similar industry segments.~~

~~3. Franchisor will expend the Marketing and Global Sales Fees contributed at the time and in the manner as it reasonably deems appropriate to provide the marketing and Global Sales Organization services. Franchisee acknowledges that the Central Marketing Fund is intended to maximize general public recognition, acceptance and use of all Wyndham Trade Name Hotels and that Franchisor and its designees undertake no obligation in administering the Central Marketing Fund to make expenditures which are equivalent or proportionate to Franchisee's Marketing and Global Sales Fees, or to ensure that any particular franchisee benefits directly or pro rata from expenditures by the Central Marketing Fund. Marketing and Global Sales Fees may be held or maintained in one or more accounts, any of which also may include funds other than Marketing and Global Sales Fees.~~

~~4. Franchisee shall participate in any and all national account programs designated as mandatory by the Global Sales Organization,, provided that Franchisee shall (i) set its own reference price against which discounted rate programs are measured, and (ii) determine whether or not to participate in programs set at specific rates or that specifically authorize Franchisor to set rates for particular national accounts.~~

~~C. Wyndham Trade Name Hotel Directory. Franchisor shall list the Hotel in the Wyndham Trade Name Hotel Directory with such information as Franchisee may provide for that purpose. Franchisee covenants to (i) provide accurate information for the Directory, (ii) honor the offers and commitments that Franchisee causes to be published in the Directory, and (iii) comply with such other requirements with respect to the Directory as may be specified in the Manual. Franchisee acknowledges that Franchisor assumes no liability for, nor shall it be deemed liable to Franchisee or any other party by reason of, any failure by Franchisee or other Wyndham Trade Name Hotel franchisees to honor any Directory offers and commitments published in the Directory.~~

~~D. Additional Marketing Programs. Franchisor may establish and coordinate advertising, marketing and sales programs, customer satisfaction programs and other activities among System hotels and other lodging brands of Franchisor and its Affiliates on a System wide or local or regional basis and provide for participation therein by Franchisee. Franchisee shall participate in such programs and activities on the same basis as other participating Wyndham Hotels (including hotels owned or managed by Franchisor or its Affiliates) in the same region as the Hotel, and such programs and activities will be paid for outside the Central Marketing Fund.~~

~~E. Internet Website. Franchisee shall not establish or use any Website or other listing on the Internet that contains the Proprietary Marks except as provided herein.~~

~~1. Franchisor has established and maintains, or may establish and maintain an Internet Website that provides information about the System and the accommodations and services that Wyndham Trade Name Hotels provide. Franchisor will have sole discretion and control over the Website (including timing, design, contents and continuation). Franchisor may use the Central Marketing Fund to pay or reimburse the costs associated with the development, maintenance and update of the Website.~~

~~2. At Franchisee's request, Franchisor may (but is not required to) include, as part of the Website, an interior page containing information about Franchisee's Hotel. If Franchisor includes such information on the Website, Franchisor may require Franchisee to prepare all or a portion of the content for the page, at~~

~~Franchisee's expense, using a template that Franchisor provides. All such information will be subject to Franchisor's approval prior to posting.~~

10. PROPRIETARY MARKS

~~A. License to Use. Franchisor grants Franchisee a non-exclusive license to use the Proprietary Marks during the Term under this Agreement and subject to the System and related standards and specifications in the Manual.~~

~~B. Franchisee's Acknowledgments. Franchisee understands and acknowledges the following:~~

~~1. Due to the substantial and continuous use of the "Wyndham" name for hotel services in many areas of the United States beginning in 1982, Franchisor or its Affiliates have acquired substantial common law rights in and to the "Wyndham" service mark for use for hotel services. Franchisor or its Affiliates own several state registrations and a federal registration of the "Wyndham" mark.~~

~~2. Franchisor or its Affiliates are the owners of all right, title and interest in and to the Proprietary Marks and the goodwill associated with and symbolized by them.~~

~~3. Franchisee's use of the Proprietary Marks pursuant to this Agreement shall not give the Franchisee any right, title, or interest in or to any of the Proprietary Marks or any of Franchisor's or its Affiliates' service marks, trademarks, trade names, trade dress, logos, patents, copyrights or proprietary materials, except the non-exclusive license to use the Proprietary Marks under and subject to the terms and conditions of this Agreement for the operation of the Hotel at the Approved Location. Franchisee shall not have any right to, and Franchisee shall not, under any circumstances, use or display the Proprietary Marks except as approved by Franchisor.~~

~~4. Any and all goodwill arising from Franchisee's use of the Proprietary Marks shall inure solely and exclusively to the benefit of Franchisor or its Affiliates and upon expiration or termination of this Agreement and the license herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the Proprietary Marks.~~

~~5. Franchisee shall not contest the validity of Franchisor's or its Affiliates' interest in the Proprietary Marks or assist others to contest the validity of such interest. Franchisee shall take no action that would prejudice or interfere with the validity of Franchisor's or its Affiliates' rights with respect to the Proprietary Marks.~~

~~6. Franchisee acknowledges that any unauthorized use of the Proprietary Marks by Franchisee, and any other person or persons under its control, shall constitute an infringement of Franchisor's or its Affiliates' rights in the Proprietary Marks and a material event of default hereunder. Franchisee agrees that it shall provide to Franchisor (at no cost to Franchisee unless such action is necessitated by the wrongful acts of Franchisee or any person or persons under its control) all assignments, affidavits, documents, information and assistance Franchisor reasonably requests to fully vest in Franchisor or its Affiliates all right, title and interest in and to the Proprietary Marks, including all such items as are reasonably requested by Franchisor to register, maintain and enforce such rights in the Proprietary Marks.~~

~~7. Franchisor reserves the right to substitute different proprietary marks for use in identifying the System if the current Proprietary Marks no longer can be used, or if Franchisor, in its sole discretion, determines that substitution of different Proprietary Marks will be beneficial to the System. Further, in the event of a sale or any other transfer or assignment of Franchisor's rights under this Agreement, Franchisor also reserves the right to require any purchaser, assignee or transferee to cease using the Proprietary Marks and substitute different names, marks, logos, insignia, slogans, emblems, designs or other identifying commercial symbols for the continued operation of the business. In any such event, Franchisor may require Franchisee, at Franchisee's expense, to discontinue or modify Franchisee's use of any of the Proprietary Marks or to use one or more additional or substitute names, marks, logos, insignia, slogans, emblems, designs or other identifying commercial symbols. In that event, Franchisee shall, at its expense, discontinue or modify Franchisee's use of any of the Proprietary Marks and use~~

~~such additional or substitute names, marks, logos, insignia, slogans, emblems, designs or other identifying commercial symbols as Franchisor or the purchaser, transferee or assignee may require. Notwithstanding the foregoing provisions of this Section 10.B.7, however, if the proposed schedule for the discontinuation, substitution or modification of the Proprietary Marks referred to herein creates undue economic hardship for Franchisee, Franchisor and Franchisee (and, if applicable, any purchaser, transferee or assignee referred to herein) may by mutual agreement extend for a reasonable period the time for compliance with the requirements hereof.~~

~~8. Franchisee acknowledges that Franchisor is the lawful, rightful and sole owner of the Internet domain name “www.wyndham.com,” and “www.wyndhamhotels.com” and any other Internet domain names registered by Franchisor and unconditionally disclaims any ownership interest in those or any colorably similar Internet domain name. Franchisee agrees not to register any Internet domain name in any class or category that contains words used in or similar to any brand name owned by Franchisor or its Affiliates or any abbreviation, acronym, phonetic variation or visual variation of those words.~~

~~C. Use of Proprietary Marks. With respect to Franchisee’s licensed use of the Proprietary Marks pursuant to this Agreement, Franchisee further agrees that:~~

~~1. Unless otherwise authorized or required by Franchisor, Franchisee shall operate and advertise the Hotel only using the Proprietary Marks and any secondary designation assigned to the Hotel by Franchisor, in its sole discretion. Franchisee shall not use the Proprietary Marks as part of its corporate or other legal name or for any other business activity or venture.~~

~~2. During the Term, Franchisee shall identify itself as the owner of a franchised business in conjunction with any use of the Proprietary Marks including, but not limited to, uses on invoices, order forms, receipts and contracts, as well as the display of a notice in such content and form and at such conspicuous locations on the premises of the Hotel or any motor vehicle associated with the Hotel as Franchisor may designate in the Manual or otherwise in writing.~~

~~3. Franchisee shall not use the Proprietary Marks to incur any obligation or indebtedness on behalf of Franchisor or its Affiliates.~~

~~4. Franchisee shall comply with Franchisor’s instructions in filing and maintaining the requisite trade name or fictitious name registrations, and shall execute any documents deemed necessary by Franchisor or its counsel to obtain protection of the Proprietary Marks or to maintain their continued validity and enforceability.~~

~~5. Franchisee shall not use the Proprietary Marks or any abbreviation or other name associated with Franchisor or the System as part of any e-mail address, domain name, or other identification of Franchisee in any electronic medium. Franchisee agrees not to transmit or cause any other party to transmit advertisements or solicitations by e-mail or other electronic media without first obtaining Franchisor’s written consent as to the content of such e-mail advertisements or solicitations as well as Franchisee’s plan for transmitting such advertisements. In addition, Franchisee shall be solely responsible for compliance with all relevant laws and regulations pertaining to sending e-mails and other electronic communications, in all applicable jurisdictions, which in the United States of America includes, without limitation, the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (the “CAN SPAM Act of 2003”).~~

~~D. Infringement. Franchisee shall notify Franchisor immediately of any apparent infringement of or challenge to Franchisee’s use of any Proprietary Mark and of any claim by any person of any rights in any Proprietary Mark. Franchisee shall not communicate with any person other than Franchisor or any designated Affiliate of Franchisor, their counsel and Franchisee’s counsel for any such apparent infringement, challenge or claim. Franchisor shall have complete and sole discretion to take such action as it deems appropriate for the foregoing, and the right to control exclusively, or to delegate control to any of its Affiliates, of any settlement, litigation, or Patent and Trademark Office or other proceedings arising out of any such alleged infringement, challenge or claim or otherwise relating to any Proprietary Mark. Franchisee agrees to execute any and all instruments and documents, render such assistance, and do such acts or things as may, in the opinion of Franchisor,~~

~~reasonably be necessary or advisable to protect and maintain the interests of Franchisor or its Affiliates in any litigation or other proceeding or to otherwise protect and maintain the interests of Franchisor or any other interested party in the Proprietary Marks, all at no cost to Franchisee unless such action is necessitated by the wrongful acts of Franchisee or any person or persons under its control.~~

~~E. — Retained Rights. The right to use the Proprietary Marks granted hereunder to Franchisee is nonexclusive, and Franchisor may use, and grant licenses to others to use the Proprietary Marks. Franchisor may establish, develop, and license other systems which use the Proprietary Marks and the System, without offering or providing Franchisee any rights in, to, or under such other systems. Franchisor or its Affiliates may also engage, directly or indirectly, through their employees, representatives, licensees, assigns, agents and others, in the production, distribution, license and sale of products and services, and may use in connection therewith the Proprietary Marks and any and all trademarks, trade names, service marks, logos, insignia, slogans, emblems, symbols, designs and other identifying characteristics as may be developed or used from time to time by Franchisor.~~

~~11. MANUAL~~

~~A. — The Manual. Franchisor has provided Franchisee access to a current copy of Franchisor's Manual (which may be in multiple volumes and may be provided electronically). The Manual contains, among other matters, minimum standards and requirements for constructing, equipping, furnishing, staffing and supplying the Hotel and management, training and operational standards, procedures and techniques. The provisions of the Manual shall be consistently applied by Franchisor to all Wyndham Hotels; provided that, if in the reasonable judgment of Franchisor local conditions or special circumstances (including the market area or the physical attributes of a hotel in the System) warrant a deviation from such provisions, then Franchisor may allow such deviation.~~

~~B. — Compliance with Manual. To protect the reputation and goodwill of Franchisor and to maintain high standards of operation under the Proprietary Marks, Franchisee shall conduct its business under and subject to the Manual, other written directives which Franchisor may issue from time to time (whether or not such directives are included in the Manual), and any other manuals and materials created or approved for use in the operation of the Hotel. The Manual shall supplement this Agreement.~~

~~C. — Confidentiality of Manual. Franchisee shall at all times treat the Manual and the information contained therein as confidential and shall maintain such information as confidential. Franchisee shall not at any time, without Franchisor's prior written consent, copy, duplicate, record or otherwise reproduce the Manual, in whole or in part, or otherwise make the same available to any unauthorized person.~~

~~D. — Ownership of Manual. The Manual shall at all times remain the sole property of Franchisor and shall be returned to Franchisor immediately upon the termination or expiration of this Agreement.~~

~~E. — Revisions to Manual. Franchisor may from time to time revise the contents of the Manual. Franchisor shall provide or make available to Franchisee a copy of all revisions and additions to the Manual and Franchisee expressly agrees to comply with each new or changed standard.~~

~~F. — Master Copy of Manual. Franchisee shall at all times ensure that Franchisee's copy of the Manual is kept current and up to date, and if there is any dispute as to the contents of said Manual, the terms of the master copy of the Manual maintained by Franchisor at Franchisor's home office shall be controlling.~~

~~G. — Electronic Publication. Franchisor may, at its option, publish the Manual and any amendments thereto only in electronic format available on-line or other media accessible via computer.~~

~~12. CONFIDENTIAL INFORMATION AND GUEST INFORMATION~~

~~A. — Use of Confidential Information. Franchisee shall not, during the Term or thereafter, without Franchisor's prior written consent, copy, duplicate, record, or otherwise reproduce, in whole or in part, the Manual, any Software and accompanying documentation developed for or used in the System, or any other confidential~~

information, including, but not limited to, Internet/Intranet passwords, knowledge or know how concerning the System or the operation of the Hotel which may be communicated or provided to Franchisee ("Confidential Information"), or of which Franchisee may be apprised, by virtue of Franchisee's operation under this Agreement, or otherwise make the same available to any unauthorized person. Franchisee shall divulge such Confidential Information only to such of Franchisee's employees, agents, accountants and attorneys as must have access to it in order to operate the Hotel. The contents of the Manual, all Software and accompanying documentation developed for or used in the System, and all other information, knowledge, know how or other data which Franchisor designates as confidential shall be deemed confidential for purposes of this Agreement.

~~B. — Guest Information.~~

~~1. — Franchisor shall own all Guest Information that is within the possession of Franchisor or any Franchisor service provider holding such information on Franchisor's behalf. Franchisee shall own all Guest Information that is within the possession of Franchisee or any Franchisee service provider holding such information on Franchisee's behalf. To the extent that Franchisor and Franchisee both possess identical Guest Information, Franchisor's and Franchisee's respective ownership rights with regard to such Guest Information shall be separate and independent from one another.~~

~~2. — Franchisee agrees to collect, use, disclose, and otherwise treat Guest Information in accordance with applicable privacy laws, as well as any privacy policy you adopt. Franchisor's Privacy Notice (the "Privacy Notice") for the use of Guest Information is posted on Franchisor's consumer website. Franchisor may modify or withdraw the Privacy Notice at any time in its sole discretion. During the Term, Franchisee may adopt and maintain a similar policy or portions of the Privacy Notice as its own. During the Term, Franchisee may copy and disclose the entire Privacy Notice to guests who inquire about Franchisor's Privacy Notice.~~

~~C. — Survival. The covenants in this Section 12 shall survive the expiration, termination or transfer of this Agreement or any interest herein and shall be perpetually binding upon Franchisee.~~

13. ACCOUNTING AND RECORDS

~~A. — Maintenance of Books and Records. Throughout the Term, Franchisee shall maintain and preserve, for at least five (5) years after the dates of their preparation, full, complete and accurate books, records and accounts under and subject to generally accepted accounting principles and in the form and manner prescribed in the Manual. Franchisee's obligation to preserve such books, records and accounts shall survive the termination hereof.~~

~~B. — Monthly Reports. Franchisee shall, at Franchisee's expense, prepare and submit to Franchisor by the third (3rd) day of each month following the Opening Date (including the first partial month if the Opening Date is other than the first day of a month), a statement in the form prescribed by Franchisor, accurately reflecting for the immediately preceding month all Gross Room Revenues, the source and amounts of all other revenues generated at the Hotel, room occupancy and rates, reservations data, and such other data or information as Franchisor may require. All statements shall be submitted to Franchisor via its WynPay tool or through such successor technologies or systems as Franchisor may develop for the System in the future.~~

~~C. — Financial Statements. Within thirty (30) days following the end of each fiscal quarter during the Term, Franchisee shall, at Franchisee's expense, submit to Franchisor a balance sheet and an unaudited quarterly profit and loss statement for the Hotel on the form prescribed by Franchisor. Each statement shall be signed by an authorized officer of Franchisee attesting that it is true and correct. Franchisee shall, at Franchisee's expense, submit to Franchisor, within ninety (90) days following Franchisee's fiscal year end, an audited annual financial statement, prepared under and subject to generally accepted accounting principles by an independent certified public accountant satisfactory to Franchisor, showing the result of the operations of the Hotel during such fiscal year.~~

~~D. — Additional Reports. Franchisee shall also submit to Franchisor, for review and audit, such other forms, periodic and other reports, records, information and data as Franchisor may reasonably designate, in the form and at the times and places reasonably required by Franchisor, upon request and as specified from time to time in the Manual or otherwise in writing.~~

~~E. — Audits. Franchisor or its designated agent shall have the right at all reasonable times, and upon reasonable notice to Franchisee, to examine and copy, at Franchisor's expense, all books, records, accounts and tax returns of Franchisee related to the operation of the Hotel during the preceding five (5) years. Franchisor may also notify Franchisee of a date on which it proposes to audit such books and records at the Hotel, although such notice shall not be required, and access to the Hotel's guest rooms may be required as part of any such audit. Franchisor may also examine and copy, at any time and without notice or consent, all books and records relating to the Hotel to which it has electronic or remote access. Franchisor also shall have the right, at any time, and upon reasonable notice to Franchisee, to cause an audit to be performed of the books, accounts and records of Franchisee related to the operation of the Hotel by an independent auditor. Franchisee shall provide lodging, if available, without charge to Franchisor's auditors during the time that may reasonably be necessary to complete such audits and shall render such other assistance as may reasonably be requested. If an audit reveals that any payments to Franchisor have been underpaid, Franchisee shall immediately pay to Franchisor upon demand, the amount of the deficiency plus interest from the date such amount was due until paid. The rate of interest shall be one and one half percent (1.5%) per month or the maximum rate permitted by law, whichever is less. If an audit discloses an underreporting of Gross Room Revenues in any one year of three percent (3%) or more, Franchisee shall reimburse Franchisor for any and all fees and expenses incurred by Franchisor for the audit (including, without limitation, reasonable accounting and attorneys' fees). The foregoing remedies shall be in addition to any other remedies Franchisor may assert. If an audit reveals that Franchisee has overpaid Franchisor, the amount of any such overpayment, without interest, shall be credited against future payments due and payable to Franchisor by Franchisee hereunder.~~

14. ~~INSURANCE~~

~~A. — Coverage Requirements. Franchisee, at its expense, shall at all times during the Term procure and maintain such insurance as may be required by the terms of any lease or mortgage on the premises where the Hotel is located and, in any event, no less than the types and amounts specified in the Manual.~~

~~B. — General Requirements. The following general insurance requirements shall be satisfied by Franchisee.~~

~~1. — All insurance shall name as additional insureds Franchisor, Wyndham Hotel Group, LLC, Wyndham Hotels & Resorts, Inc., and their current and former subsidiaries, affiliates, successors and assigns, as their interests may appear.~~

~~2. — All insurance required hereunder shall be specifically endorsed to provide that the coverages for each additional insured (including "drop-down" coverage under an umbrella liability policy) is primary and is not contributory with or excess of any insurance coverage that may be available to an additional insured.~~

~~3. — All insurance required hereunder shall contain an endorsement whereby the policies shall not be canceled, materially changed or non renewed without at least thirty (30) days' prior written notice to Franchisee and Franchisor. If carrier, in writing, does not agree to make such endorsement, Franchisee shall be responsible to provide Franchisor with at least thirty (30) days' written notice of cancellation, non renewal or material change of insurance.~~

~~4. — Prior to the Opening Date, Franchisee shall deliver to Franchisor a certificate of insurance or certified copy of each insurance policy evidencing the coverages required herein and setting forth deductibles and amounts thereof, if any. Franchisee must submit to Franchisor, annually, a copy of the certificate of or other evidence of renewal or extension of each such insurance policy as required by the System Standards.~~

~~5. — Franchisee's obligation to maintain the insurance hereunder shall not relieve Franchisee of liability under the indemnity provisions set forth in Section 21(B) of this Agreement and each of the policies described in this Section 14 shall contain a contractual coverage endorsement specifically insuring the performance by Franchisee of the indemnity obligations set forth in Section 21(B).~~

~~6. All insurance shall be satisfactory to Franchisor under and subject to standards and specifications set forth or otherwise in writing. Should Franchisee for any reason fail to procure or maintain the insurance required by this Agreement, Franchisor shall have the right and authority (without however any obligation to do so) to immediately procure such insurance and to charge the cost thereof to Franchisee, which charges, together with a reasonable fee for Franchisor's expenses in so acting, shall be payable by Franchisee immediately upon demand.~~

~~15. TRANSFERABILITY OF INTERESTS~~

~~A. Transfer by Franchisor. Franchisor shall have the free and unconditional right to assign, delegate and transfer this Agreement to any person or legal entity without prior notice to, or consent of, Franchisee. Franchisee expressly and specifically waives any claims, demands, or damages against Franchisor arising from or related to such transfer. Nothing in this Agreement shall require Franchisor to continue any business operating under the System or to offer any services or products, whether or not bearing the Proprietary Marks, to Franchisee if Franchisor assigns its rights in this Agreement under and subject to the provisions of this Section 15A.~~

~~B. Transfer by Franchisee — Franchisor's Consent Required. Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee and its Principals and that Franchisor has granted this franchise in reliance on the business skill, financial capacity, and character of Franchisee and its Principals. Except as provided in Section 15C (regarding certain permitted transfers) and Section 16 (regarding transfers of interests in publicly held franchisees) of this Agreement, neither Franchisee nor any Principal shall sell, transfer, convey, give away, pledge, exchange, lease, mortgage, or otherwise encumber any direct or indirect interest in the Hotel (including a substantial portion of the assets of the Hotel inclusive of buildings and real estate), in this Agreement (including Franchisee's obligations under this Agreement), in Franchisee, or in any person or entity that owns a controlling interest in Franchisee, without the prior written consent of Franchisor. Except as provided in this Section 15 and Section 16 of this Agreement, any purported assignment or transfer, by operation of law or otherwise, not having the prior written consent of Franchisor shall be null and void and shall constitute a material breach of this Agreement for which Franchisor may terminate this Agreement pursuant to Section 17A of this Agreement and pursue its equitable and legal remedies.~~

~~C. Permitted Transfers. Notwithstanding any other provision of this Section 15 or Section 16:~~

~~1. Franchisee may transfer its interest in this Agreement to another legal entity if (a) there is no uncured event of default under this Agreement, (b) following such transfer, Franchisee has and continues to have during the Term a controlling interest in the transferee, (c) the transferee entity unconditionally assumes in writing all of Franchisee's past, present and future obligations under this Agreement and delivers a copy of such written assumption agreement to Franchisor, and (d) Franchisee provides prior written notice to Franchisor. No such transfer shall relieve or excuse the liability of Franchisee or any person or entity who guaranteed or is otherwise liable for Franchisee's performance hereunder for the past and continuing performance of this Agreement, and such liability shall extend to any subsequent amendments, renewals and modifications of this Agreement (and any extensions, adjustments or compromises of claims) which are effective between Franchisor and the then current franchisee notwithstanding the absence of any notice to or approval by those parties who remain liable, all of whom waive all notices and agree that Franchisor may proceed directly against them without proceeding against any other person or entity who may also be liable therefor. At Franchisor's request, such persons further agree to execute or reexecute a guaranty substantially similar to the form of Guaranty attached to this Agreement.~~

~~2. Any individual holding an interest in Franchisee may transfer all or a portion of his or her interest in Franchisee to any immediate family member, to a trust established for the benefit of any such immediate family member, or to an entity in which such individual has and maintains a controlling interest if (a) there is no uncured event of default under this Agreement, (b) the transferor provides prior written notice to Franchisor, and (c) any transferor who transfers a controlling interest executes a guaranty substantially similar to the form of Guaranty attached to this Agreement and continues to maintain the unrestricted power to direct, directly or indirectly, the management and policies of the Franchisee, including those relating to the payment of financial obligations, as reasonably determined by Franchisor.~~

~~3. Franchisee may assign, transfer, pledge, or hypothecate all or any part of the assets of the Hotel excluding this Franchise and this Agreement (and, if Franchisee is an entity, all and any part of the equity ownership interests in Franchisee) to any lender for purposes of any financing or as collateral securing a loan made directly to or for the benefit of the Hotel.~~

~~D. Conditions to Franchisor's Consent. Franchisor shall not unreasonably withhold its consent to a transfer of any interest in the Hotel (including a substantial portion of the assets of the Hotel inclusive of buildings and real estate), in this Agreement (including Franchisee's obligations under this Agreement), in Franchisee, or in any person or entity that owns a controlling interest in Franchisee; provided, however, Franchisor may, in its sole discretion, require satisfaction of any or all of the following as a condition precedent to its consent:~~

~~1. Transferor shall deliver to Franchisor a complete and accurate copy of any purchase and sale agreement or similar document covering the transaction together with all such other documentation relating to the transaction as Franchisor may reasonably request. Without limitation of the foregoing, if this Agreement is proposed to be the collateral of a security interest, Franchisor may require the lender and Franchisee to enter into a non-disturbance agreement as to the Hotel and this Agreement in form and substance reasonably acceptable to Franchisor.~~

~~2. Transferor shall satisfy all of Franchisee's accrued monetary obligations to Franchisor and its Affiliates, shall execute a general release under seal in a form prescribed by Franchisor of any and all claims against Franchisor and its Affiliates, and their respective officers, directors, agents and employees, and shall pay to Franchisor a Relicense Fee pursuant to Section 3A. The Application Fee will be credited against the Relicense Fee.~~

~~3. The proposed transferee shall submit to Franchisor the form franchise application then prescribed by Franchisor and pay Franchisor's then current Application Fee. Franchisor reserves the right to reject an application for a transfer for reasons that may include, without limitation, the following: (i) if Franchisor deems the transferee's proposed debt service to be too great to permit the transferee to successfully operate the Hotel under the System, or (ii) if the proposed transferee or any of its affiliated entities (other than those holding interests as limited partners only) is the franchisor or owner, or is affiliated with the franchisor or owner, of a hotel trade name which is competitive with Franchisor or its Affiliates, regardless of the number of hotels operating under such trade name.~~

~~4. Transferee shall demonstrate to Franchisor's satisfaction that the transferee and its shareholders, members or partners, as appropriate, meet Franchisor's then current managerial and business standards and have the aptitude and ability to conduct the franchised business (as may be evidenced by prior related business experience or otherwise); possess good moral character, business reputation and credit rating; and have adequate financial resources and capital to operate the franchised business, and any management company to be engaged by transferee shall meet Franchisor's then current standards;~~

~~5. Franchisor and the transferee will, upon approval of transferee's application, enter into a new franchise agreement which shall require transferee to upgrade the Hotel to conform to Franchisor's then current standards, and which new franchise agreement shall contain the then current standard terms (except for duration) then being issued for new franchised Hotels under the System. The transferee will be required to certify in writing that: (i) Franchisor did not endorse, recommend, or otherwise concur with the terms of the transfer, (ii) Franchisor did not comment upon any financial projections submitted by Franchisee to transferee, and (iii) Franchisor did not participate in the decision of the price to be paid, which decision was made without any intervention, support or participation by Franchisor;~~

~~6. Transferee's general manager shall, prior to assuming management of the Hotel, successfully (as defined by Franchisor) complete the General Manager Certification training program then being offered by Franchisor; and~~

~~7. Franchisee acknowledges that Franchisor has legitimate reasons to evaluate the qualification of potential transferees and the proposed terms of their purchase. Franchisee also acknowledges that~~

~~Franchisor's contact with potential transferees for the purpose of protecting its business interests will not constitute improper or unlawful conduct. Franchisee expressly authorizes Franchisor to investigate any potential transferee's qualifications, to evaluate the proposed purchase terms, and to withhold consent to those transactions which Franchisor, in its sole judgment, determines are not consistent with its business interests, including, without limitation, economically questionable transactions. Franchisee waives any claim that any action Franchisor takes to protect its business interests in relation to a proposed transfer constitutes tortious interference with contractual or business relationships.~~

~~E. — Certain Changes of Controlling Principals. In the event of the death or permanent disability of Franchisee or any Controlling Principal, the interest of such person may be transferred under and subject to and subject to the terms of Section 15D provided that (i) any such transfer shall be made within six (6) months of the date of death or permanent disability and (ii) the obligations of Franchisee under this Agreement are satisfied pending the transfer, including adequate provision for management of the Hotel.~~

~~F. — Right of First Refusal.~~

~~1. — If Franchisee wishes to transfer all or part of its interest in the assets of the Hotel or this Agreement or if Franchisee or a Controlling Principal of Franchisee wishes to transfer any ownership interest in Franchisee, pursuant to any bona fide offer received from a third party to purchase such interest, then such proposed seller shall promptly notify Franchisor in writing of each such offer and shall provide such information and documentation relating to the offer as Franchisor may require. Franchisor shall have the right and option, exercisable within thirty (30) days after receipt of such written notification and copies of all documentation requested by Franchisor describing the terms of such offer, to send written notice to seller that Franchisor intends to purchase the seller's interest on the same terms and conditions offered by the third party. If Franchisor elects to purchase the seller's interest, closing on such purchase must occur within the later of sixty (60) days from the date of notice to the seller of Franchisor's election to purchase, sixty (60) days after the date Franchisor receives and obtains all necessary permits and approvals, or such other date as the parties agree upon in writing. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same right of first refusal by Franchisor as in the case of an initial offer. Failure of Franchisor to exercise the option afforded by this Section 15F shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of Section 15, with respect to a proposed transfer.~~

~~2. — If an offer from a third party provides for payment of consideration other than cash or involves specific intangible benefits, Franchisor may elect to purchase the interest proposed to be sold for the reasonable cash equivalent. If the parties cannot agree within a reasonable time on the reasonable cash equivalent of the non-cash part of the offer, then such amount shall be determined by two (2) appraisers, with each party selecting one (1) appraiser, and the average of their determinations shall be binding. In the event of such appraisal, each party shall bear its own legal and other costs and shall bear the appraisal fees equally. If Franchisor exercises its right of first refusal herein provided, it shall have the right to set off against any payment due the seller (i) all fees for any such independent appraiser due from the seller hereunder, and (ii) all amounts due from Franchisee or any of its Affiliates.~~

~~3. — Failure to comply with the provisions of this Section prior to the transfer of any interest in Franchisee, the Hotel or this Agreement shall constitute a material event of default under this Agreement.~~

~~16. SECURITIES OFFERINGS~~

~~A. — Consent Requirement. Any transfer of securities in a publicly held Franchisee or in any publicly held entity that owns a controlling interest in Franchisee which will result in a transfer of control requires Franchisor's prior written consent, which shall be conditioned upon satisfaction of the requirements of Section 15D and additionally upon satisfaction of the requirements of Section 16B below.~~

~~B. — Review of Offering Materials. For any public or private offering of securities relating to Franchisee or the Hotel, whether or not involving a transfer of control, Franchisee shall: (1) fully and unconditionally indemnify and hold harmless Franchisor and the Wyndham Companies for any liability associated~~

~~with or arising from the offering; (2) state clearly in the prospectus or other offering material and supporting materials (the "Prospectus") and any press releases that Franchisor and the Wyndham Companies are not, in any way, participating in or endorsing the offering; and (3) include in any proposed financing arrangement where the service mark "Wyndham" appears, or a reference to this Agreement appears, a disclaimer in bold face type substantially as follows: THE BORROWER IS A PARTY TO AN AGREEMENT WITH WYNDHAM FRANCHISOR, LLC TO OPERATE HOTELS USING THE SERVICE MARK "WYNDHAM." NEITHER WYNDHAM FRANCHISOR, LLC NOR ITS AFFILIATES OWN ANY SUCH HOTELS OR ARE A PARTY TO THIS FINANCING AND HAVE NOT PROVIDED OR REVIEWED, AND ARE NOT RESPONSIBLE FOR, ANY DISCLOSURES OR OTHER INFORMATION SET FORTH HEREIN. Also, at least fifteen (15) days prior to closing such financing, Franchisee shall submit to Franchisor a written statement certifying that Franchisee has not misrepresented or overstated your relationship with Franchisor and the Wyndham Companies or Franchisee's rights to use the Proprietary Marks.~~

~~17. DEFAULT AND TERMINATION~~

~~A. Termination — Notice Only. Franchisee shall be in material default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon transmission of notice, upon the occurrence of any of the following: (1) Franchisee ceases to do business at the Hotel or ceases to operate the Hotel under the Proprietary Marks and System; (2) Franchisee loses ownership or possession or the right to possession of the Hotel, or otherwise loses the right to conduct the franchised business at the Approved Location, except as otherwise provided in Section 19, by foreclosure, deed in lieu of foreclosure or exercise of a secured party's rights against any pledge of Franchisee's or any parent entity's equity securities; (3) if a threat or danger to public health or safety results from the construction, maintenance or operation of the Hotel, and an immediate shutdown of the Hotel is reasonably determined by Franchisor to be essential to avoid substantial risk of liability or loss of goodwill; (4) if Franchisee or any Principal, officer, director or employee of Franchisee is convicted of a felony or any other crime or offense that is reasonably likely, in the reasonable opinion of Franchisor, to adversely affect the System, the Proprietary Marks, the goodwill associated therewith, or Franchisor's interest therein; (5) if Franchisee discloses or divulges the contents of the Manual, the Software (including accompanying documentation) or other trade secret or Confidential Information provided to Franchisee by Franchisor contrary to Sections 11 and 12; (6) if Franchisee or any Principal or Controlling Principal purports to transfer any rights or obligations under this Agreement or any interest in Franchisee or the Hotel to any third party contrary to the terms of Sections 15 or 16; (7) if an audit conducted pursuant to this Agreement determines that Franchisee has underreported Gross Room Revenues by three percent (3%) or more for any one year period; (8) if Franchisee shall become insolvent or make a general assignment for the benefit of creditors, or if a case under the Federal bankruptcy code is filed by or against Franchisee and not dismissed within ninety (90) days after filing, or if Franchisee is adjudicated bankrupt, or if any other proceeding for the appointment of a receiver or other custodian or seeking marshalling or composition of or for Franchisee's business or assets, is filed in any court of competent jurisdiction and not dismissed within ninety (90) days; or (9) if a final judgment against Franchisee remains unsatisfied or of record for ninety (90) days or longer (unless superseded bond is filed), or if execution is levied against the Hotel or other real or personal property at the Hotel, or suit to foreclose any lien, mortgage or security interest against the Hotel or other real or personal property appurtenant thereto, or any pledge of the equity securities of Franchisee, is initiated against Franchisee or if the real or personal property of the Hotel shall be sold after levied upon by any sheriff, marshal, or constable; or (10) Franchisee repeatedly violates Section 6A of this Agreement.~~

~~B. Termination — Notice and Cure. Franchisee shall have ten (10) days after receipt of a written notice of default within which to cure any monetary default under this Agreement. Except as provided in Section 17A and the preceding sentence, Franchisee shall have thirty (30) days after its receipt from Franchisor (or first refusal of delivery) of a written notice of default, or such longer period as specified in the default notice or required by applicable law, within which to remedy any other default and provide evidence of cure to Franchisor. Franchisor may grant additional time to cure if the default cannot reasonably be cured within such 30 day period, provided that Franchisor may terminate any such extension if Franchisee fails to perform the actions necessary to cure diligently and continuously. If a default is not cured within the time set forth above, Franchisor shall have the right to terminate this Agreement upon notice to Franchisee.~~

~~18. OBLIGATIONS UPON TERMINATION~~

Upon termination or expiration of this Agreement, all rights granted to Franchisee shall terminate, and Franchisee shall comply with all of the obligations applicable to the Approved Location in this Section 18.

~~A. — Cease Operation as a Wyndham Hotel. Franchisee shall immediately cease operation of the Hotel as a Wyndham Hotel and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor. Franchisee shall, at its expense, comply with the following de-identification obligations: promptly remove all distinctive signs, emblems, amenities and other items bearing the Proprietary Marks; change directory and other listings to remove all reference to such Proprietary Marks and to any telephone or other number used generally by other Wyndham Trade Name Hotels for reservation or other purposes; and make such specific additional changes as Franchisor may reasonably request to prevent any possibility that the public may confuse the Hotel with a Wyndham Hotel. Franchisor also, to the extent permitted by applicable law, and without prior notice, may enter the Hotel and remove all copies of the Manual, Confidential Information, equipment and all other personal property of Franchisor's, and paint over or remove, all or part of any interior or exterior Proprietary Mark bearing signage (or signage face plates), including billboards, whether or not located at the Hotel, that Franchisee has not removed or obliterated within ten (10) days after termination. Franchisee will promptly pay or reimburse Franchisor for its cost of removing such items. Franchisor will exercise reasonable care in removing or painting over signage. Franchisor will have no obligation or liability to restore the Hotel to its condition prior to removing the signage. Until all modifications and alterations required by this Section 18A are completed, Franchisee shall take all such actions as may reasonably be required by Franchisor to advise all customers and prospective customers that the Hotel is no longer associated with the System. Franchisee expressly acknowledges that its failure to make such alterations will cause irreparable injury to Franchisor. If Franchisee does not strictly comply with all of the de-identification obligations described above, those set forth in the Manual and in any other brand directives, Franchisee agrees to pay Franchisor a De-Identification Fee of \$2,000 per day until de-identification is completed to Franchisor's satisfaction. Franchisee will transfer to Franchisor any domain names Franchisee owns that include any material portion of the Proprietary Marks.~~

~~B. — Cancel Assumed Name Certificate. Franchisee shall take such action as may be necessary to cancel any assumed name or equivalent registration which contains the name "Wyndham" or any variation thereof or any other Proprietary Mark. Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement.~~

~~C. — Pay Liquidated Damages. If Franchisee terminates this Agreement for any reason other than Franchisor's uncured default (which continues after Franchisee gives Franchisor written notice specifying the default and a reasonable period of not less than 60 days after delivery of such notice to cure the default), or Franchisor terminates this Agreement pursuant to Section 17, then Franchisee shall pay to Franchisor, as Liquidated Damages for the premature termination of this Agreement only and not as a penalty, a lump sum equal to the product of (x) the monthly average of the sum of the Royalties and Marketing and Global Sales Fees accruing under Sections 3B and 3C during the twelve (12) full calendar months of Hotel operation preceding the termination (or such lesser period as has elapsed since the Opening Date), multiplied by (y) the lesser of (i) 36 or (ii) the number of months remaining until the expiration of the Term, which may be a fraction if termination occurs in the last month of the Term. If this Agreement terminates with more than 36 months remaining in the Term, then Liquidated Damages shall not be less than the product of the number of guest rooms Franchisee is authorized to operate, as listed on Attachment A, multiplied by \$3,000. The parties mutually acknowledge that the lump sum payment provided under this Section 18C is reasonable in light of the uncertainty as of the Effective Date about the precise damages for premature termination which Franchisor will sustain in such event. Such payment of Liquidated Damages shall be in addition to amounts provided immediately below in Section 18D. The payment of Liquidated Damages hereunder shall not affect Franchisor's rights to obtain appropriate equitable relief and remedies nor shall it affect Franchisor's right to pursue any other remedies. If this Agreement terminates prior to the Opening Date, then Liquidated Damages shall be the product of the number of guest rooms Franchisee is authorized to operate, as listed on Attachment A, multiplied by \$1,500, and the Initial Franchise Fee paid by Franchisee hereunder shall be retained by Franchisor.~~

~~D. — Pay Outstanding Amounts. Franchisee shall promptly pay all accounts, invoices and other charges for goods and services rendered to Franchisee and amounts due under this Agreement or any other agreement to Franchisor and its Affiliates or suppliers. Franchisee shall also pay any and all damages, costs and expenses,~~

~~including reasonable attorneys' fees, incurred by Franchisor (i) in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement, or (ii) defending any contested termination of this Agreement.~~

~~E. — Return of Manual and Other Materials. Franchisee shall immediately deliver to Franchisor the Manual, instructions, Software and accompanying documentation, and all other materials provided by Franchisor related to the operation of the Hotel, all copies thereof (all of which are acknowledged to be the Franchisor's property), and Franchisor's other Confidential Information. Franchisee shall retain no copy or record of any of the foregoing, excepting only Franchisee's copy of this Agreement, any correspondence between the parties, and any other documents which Franchisee reasonably needs for compliance with any provision of law.~~

~~F. — Purchase of Certain Materials. Franchisor shall have the right but not the duty, to be exercised by notice of intent to do so within thirty (30) days after termination or expiration, to purchase any and all signs, advertising materials, supplies and inventory and any other item bearing Franchisor's Proprietary Marks, at Franchisee's cost. With respect to any purchase by Franchisor as provided herein, Franchisor shall have the right to set off all amounts due from Franchisee under this Agreement.~~

~~G. — Survival. The obligations of Franchisee in Article 18 shall survive the expiration or termination of this Agreement.~~

~~19. CONDEMNATION AND CASUALTY~~

~~A. — Condemnation. Franchisee shall, at the earliest possible time, but no later than twelve months prior, give Franchisor notice of any proposed taking of the Hotel by eminent domain. Franchisee shall notify Franchisor if and when the condemning authority takes formal action to pursue condemnation. Upon receipt of notice from Franchisee, Franchisor may then seek a replacement Wyndham Hotel for the Hotel and any exclusive territorial rights granted under this Agreement or otherwise shall cease and terminate. When the Hotel is ultimately condemned, Franchisee shall give Franchisor notice that such event has occurred and this Agreement shall terminate. Franchisee shall pay Franchisor the Fees under Section 3 of this Agreement for twelve months following the date Franchisee provides notice to Franchisor of the proposed condemnation or through the date of condemnation, whichever is longer. If condemnation occurs prior to twelve months from the date of Franchisee's written notice, then Franchisee shall pay the amount of Fees under Section 3 of this Agreement for the twelve months preceding the date of condemnation multiplied by the in the number of days remaining in the twelve month notice period. If a non-substantial condemnation shall occur, then Franchisee shall promptly make whatever repairs and restoration may be necessary to make the Hotel conform substantially to its former condition, character and appearance, according to plans and specifications approved by Franchisor. The resumption of normal operation of the Hotel shall not be unreasonably delayed.~~

~~B. — Casualty. If the Hotel is damaged or destroyed by fire or other cause, which damage or destruction necessitates the closing of the Hotel for a period in excess of thirty (30) days, Franchisee shall be obligated to act diligently to repair, restore and rebuild the Hotel within a reasonable time after the casualty. If Franchisee elects not to repair or rebuild the Hotel, Franchisee shall have the right to terminate this Agreement upon written notice to Franchisor given within sixty (60) days of the closing of the Hotel; provided that Franchisee shall be obligated to promptly pay to Franchisor an amount equal to the Liquidated Damages set forth in Section 18.~~

~~20. TAXES, PERMITS AND INDEBTEDNESS~~

~~A. — Payment of Taxes and Indebtedness. Franchisee shall promptly pay when due all taxes levied or assessed by any federal, state or local tax authority, and any and all other indebtedness incurred by Franchisee in the conduct of the franchised business. Franchisee shall pay to Franchisor an amount equal to any sales tax, gross receipts tax or similar tax imposed on Franchisor with respect to any payments to Franchisor required under this Agreement, unless the tax is credited against income tax otherwise payable by Franchisor. Franchisee shall have no obligation hereunder for any tax which is based upon the net income of Franchisor.~~

~~B. — Compliance with Laws. Franchisee shall comply with all global, federal, state, and local laws, rules and regulations, and shall timely obtain any and all permits, certificates or licenses necessary for the operation~~

of the Hotel including, without limitation, licenses to do business, fictitious name registrations, sales tax permits, health and sanitation permits and ratings and fire clearances. Franchisee shall obtain and maintain in full force and effect from and after the opening of the Hotel all licenses required for the sale of alcoholic beverages.

~~C. — Notice of Judicial and Regulatory Matters. Franchisee shall notify Franchisor in writing within five (5) days after Franchisee's actual or constructive receipt of notice of the commencement of any action, suit or proceeding, and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation or financial condition of the Hotel. Copies of all inspection reports, warnings, certificates and ratings issued by any governmental entity during the Term for the Hotel that indicate a failure to meet or maintain governmental standards or less than full compliance with any applicable law, rule or regulation, shall be forwarded to Franchisor by Franchisee within five (5) days of Franchisee's receipt thereof.~~

~~D. — Notice of Defaults. Franchisee shall promptly deliver to Franchisor a copy of any notice of default received from any mortgagee, trustee under any deed of trust, or ground lessor with respect to the Hotel and, upon the request of Franchisor, shall provide such additional information as may be requested in respect of any such alleged default or any subsequent action or proceeding in connection therewith.~~

~~E. — Timely Payments. Franchisee recognizes that Franchisee's failure to make or repeated delay in making prompt payment of all amounts owed for the operation of the Hotel (including, without limitation, all taxes levied or assessed and all accounts and other indebtedness) that Franchisee does not timely contest in good faith under and subject to the terms of any agreements, leases, invoices or statements for purchase or lease of furniture, fixtures, equipment, inventories, supplies, ingredients, travel agent services, or other goods or services will be detrimental to the reputation and credit standing of Franchisee, Franchisor and other System franchisees. Franchisee shall pay when due all amounts owed by Franchisee for operating the Hotel.~~

21. INDEPENDENT CONTRACTORS AND INDEMNIFICATION

~~A. — Independent Contractors. Franchisee acknowledges that Franchisor and Franchisee are not and will not be considered as joint venturers, partners or agents of each other. Franchisee specifically acknowledges that the relationship created by this Agreement is not a fiduciary, special or any other similar relationship of trust and confidence, but rather is an arm's length business relationship. Franchisor owes Franchisee no duties except as expressly provided in this Agreement.~~

~~1. — During the Term, Franchisee shall hold itself out to the public as an independent contractor operating the business pursuant to a franchise from Franchisor and as an authorized user of the Proprietary Marks. Franchisee shall take such affirmative action as may be necessary to do so, including, without limitation, exhibiting notices of that fact at the Hotel as required under Section 10.~~

~~2. — Nothing in this Agreement authorizes either party to make any contract, agreement, warranty or representation on the other's behalf, or to incur any indebtedness or other obligation in the other's name, provided that Franchisee shall honor all reservations and advance bookings affected through the Reservation System and the sales and marketing programs described in this Agreement. Neither party shall assume liability for, or be deemed liable hereunder, as a result of any such action, or by reason of any act or omission of the other party or any claim or judgment arising therefrom.~~

~~3. — Franchisor does not exercise any discretion or control over the employment practices, policies or decisions of Franchisee. All employees of Franchisee are solely employees of Franchisee, not Franchisor. Franchisee is solely responsible for the recruitment, selection, hiring, training, scheduling, compensation, discipline and termination of all Hotel employees.~~

B. — Indemnity.

~~1. — Franchisee shall indemnify, defend and save harmless Franchisor, its Affiliates, their respective officers, directors, agents, representatives, employees, successors and assigns (collectively, the~~

~~“Wyndham Indemnified Parties”), from and against all payments of money (including, without limitation, all losses, costs, liabilities, damages, claims, fines, settlement amounts, legal fees, costs and expenses) of every kind and description arising out of or resulting from Franchisee’s breach of any representation or warranty in this Agreement or the construction, conversion, equipping, operation, maintenance, housekeeping or use of the Hotel or Hotel premises or of any other business conducted on or for the Hotel by the Franchisee and any lessee, manager, licensee, contractor or operator of any business, enterprise or activity at the Hotel or the Approved Location, or because of any act or omission of the Franchisee or anyone associated with, employed by, or affiliated with Franchisee (even where the strict liability or negligence, whether sole, joint or concurrent, active or passive, of the Wyndham Indemnified Parties is actual or alleged). Franchisee has no obligation to indemnify any Wyndham Indemnified Party for damages to compensate for property damage or personal injury if a court of competent jurisdiction makes a final decision not subject to further appeal that the Wyndham Indemnified Party engaged in willful misconduct or intentionally caused such property damage or bodily injury. Franchisor shall in any event have the right, through counsel of its choice at Franchisee’s expense, to control the defense or response to any such action if it could affect the Wyndham Indemnified Parties financially and such undertaking by Franchisor shall not, in any manner or form, diminish Franchisee’s obligations to Franchisor hereunder. Franchisee shall also reimburse Franchisor for all expenses (including legal fees and court costs) reasonably incurred by Franchisor to protect itself and any of the Wyndham Indemnified Parties from, or to remedy, Franchisee’s defaults under this Agreement, provided, that under no circumstances shall Franchisor be required or obligated to seek recovery from third parties or otherwise mitigate its losses in order to maintain a claim under this indemnity and against Franchisee, and the failure of Franchisor to pursue such recovery or mitigate such loss will no way reduce the amounts recoverable by Franchisor from Franchisee. This indemnification shall survive the expiration, termination, or transfer of this Agreement or any interest herein.~~

~~2. Franchisor will indemnify, defend and hold Franchisee harmless, to the fullest extent permitted by law, from and against all losses and expenses incurred by you in any action or claim arising from Franchisee’s proper use of the Proprietary Marks alleging that Franchisee’s use of the Proprietary Marks or any property Franchisor licenses to Franchisee infringes a third party’s rights to any trade secret, patent, copyright, trademark, service mark or trade name. Franchisee will promptly notify Franchisor in writing when it becomes aware of any alleged infringement or an action is filed against it. Franchisee will cooperate with Franchisor’s defense and resolution of the claim. Franchisor may resolve the matter by obtaining a license of the property for Franchisee at Franchisor’s expense, or by requiring that Franchisee discontinue using the infringing property or modify its use to avoid infringing the rights of others.~~

~~22. APPROVALS, CONSENTS AND WAIVERS~~

~~A. Written Consent Required. Approvals and consents by either party will not be effective unless evidenced by a writing signed by such party. Either party’s consent, wherever required, may be withheld if any default by the other party exists under this Agreement.~~

~~B. Effects of Consents. Except as otherwise provided in any written agreement executed by Franchisor and Franchisee, Franchisor makes no warranties or guarantees upon which Franchisee may rely. Franchisor assumes no liability or obligation to Franchisee by providing any waiver, approval, consent or suggestion to Franchisee for this Agreement or by reason of any delay or denial of any such request.~~

~~C. No Waiver. No failure of a party to exercise any power reserved to it by this Agreement, or to insist upon strict compliance by the other party with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of such party’s right thereafter to demand exact compliance with any of the terms herein. Waiver by a party of any particular default by the other party shall not affect or impair such party’s rights with respect to any subsequent default of the same, similar, or different nature; nor shall any delay, forbearance, or omission of a party to exercise any power or right arising out of any breach or default by the other party of any of the terms, provisions, or covenants hereof, affect or impair such party’s right to exercise the same.~~

~~23. REPRESENTATIONS, WARRANTIES AND COVENANTS OF FRANCHISEE~~

~~Franchisee represents, warrants, and covenants with Franchisor as follows:~~

~~A. — Information Submitted by Franchisee. Franchisor has entered into this Agreement in reliance upon the statements and information submitted to Franchisor by Franchisee for this Agreement. Franchisee represents and warrants that all such statements and information submitted by Franchisee for this Agreement are true, correct and complete in all material respects. Franchisee agrees to promptly advise Franchisor of any material changes in the information or statements submitted.~~

~~B. — Compliance With Laws. Franchisee is, and shall continue to be, in compliance with all laws, rules, regulations and court orders applicable to the Hotel or the operation of the Hotel including but not limited to, all health and safety laws, the Americans with Disability Act, innkeepers laws, anti money laundering laws and otherwise as described in Section 20C. Franchisee certifies that neither Franchisee nor its owners, employees or anyone associated with Franchisee is listed in the Annex to Executive Order 13224. (The Annex is available at <https://www.treasury.gov/resourcecenter/sanctions/Documents/13224.pdf>.) Franchisee agrees not to hire or have any dealings with a person listed in the Annex. Franchisee certifies that it has no knowledge or information that, if generally known, would result in Franchisee, its owners, employees, or anyone associated with Franchisee being listed in the Annex to Executive Order 13224. Franchisee covenants to comply with and/or assist Franchisor to the fullest extent possible in Franchisor's efforts to comply with the Anti Terrorism Laws (as defined below). For such compliance, Franchisee certifies, represents, and warrants that none of its property or interests are subject to being "blocked" under any of the Anti Terrorism Laws and that Franchisee and its owners are not otherwise in violation of any of the Anti Terrorism Laws. Franchisee is solely responsible for ascertaining what actions must be taken by Franchisee to comply with all such Anti Terrorism Laws, and Franchisee specifically acknowledges and agrees that Franchisee's indemnification responsibilities as provided in Section 21B pertain to Franchisee's obligations under this Section 23B. Any misrepresentation by Franchisee under this Section or any violation of the Anti Terrorism Laws by Franchisee, its owners, or employees shall constitute grounds for immediate termination of this Agreement and any other agreement Franchisee has entered into with Franchisor or one of Franchisor's affiliates. As used herein, "Anti Terrorism Laws" means Executive Order 13224 issued by the President of the United States, the Terrorism Sanctions Regulations (Title 31, Part 595 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the U.S. Code of Federal Regulations), the Cuban Assets Control Regulations (Title 31, Part 515 of the U.S. Code of Federal Regulations), the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any Governmental Authority (including, without limitation, the United States Department of Treasury Office of Foreign Assets Control) addressing or in any way relating to terrorist acts and acts of war.~~

~~C. — This Transaction. Franchisee and the persons signing this Agreement for Franchisee have full power and authority and have been duly authorized, to enter into and perform or cause performance of Franchisee's obligations under this Agreement. Franchisee has obtained all necessary approvals of its owners, Board of Directors and lenders. No executory franchise, license, or affiliation agreement for the Hotel exists other than this Agreement. Franchisee's execution, delivery and performance of this Agreement will not violate, create a default under or breach of any charter, bylaws, agreement or other contract, license, permit, indebtedness, certificate, order, decree or security instrument to which Franchisee or any of its principal owners is a party or is subject or to which the Hotel is subject. Neither Franchisee nor the Hotel is the subject of any current or pending merger, sale, lease, dissolution, receivership, bankruptcy, foreclosure, reorganization, insolvency, or similar transaction, action or proceeding on the date Franchisee executes this Agreement and was not within the three years preceding such date, except as disclosed in the franchise application. Franchisee will submit to Franchisor the documents about the Hotel, Franchisee, its owners and its finances that Franchisor requests in the franchise application (or after review of Franchisee's initial submissions) within 30 days after Franchisee signs this Agreement.~~

~~D. — Quiet Enjoyment and Financing. Franchisee owns, will own prior to commencing improvement, or leases, the Approved Location and the Hotel. Franchisee will be entitled to possession of the Approved Location and the Hotel during the entire Term without restrictions that would interfere with Franchisee's performance under this Agreement, subject to the reasonable requirements of any financing secured by the Hotel. Franchisee has, when it signs this Agreement, and will maintain during the Term, adequate financial liquidity and financial resources to perform its obligations under this Agreement.~~

~~E. — No Implied Covenants. Except as expressly stated in this Agreement, Franchisee acknowledges that there are no express or implied covenants or warranties, oral or written, between Franchisee and Franchisor.~~

~~24. NOTICES~~

~~Any and all notices required or permitted under this Agreement shall be in writing and shall be delivered (i) by personal delivery, (ii) by a nationally recognized overnight commercial delivery service (such as Airborne Express or Federal Express), (iii) by certified mail, return receipt requested, or (iv) by electronic mail, posting of the notice on the System intranet site or by a similar technology, to the respective parties at the following addresses (unless and until a different address has been designated by written notice to the other party), or to the System intranet site:~~

~~Notices to Franchisor: _____ Wyndham Franchisor, LLC
22 Sylvan Way
Parsippany, New Jersey 07054
Attention: Senior Vice President — Contracts Administration
Facsimile: (973) 753-7254~~

~~Notices to Franchisee: _____~~

~~Attention: _____~~

~~Facsimile: _____~~

~~Telephone: _____~~

~~Electronic Mail Address: _____~~

~~Any notice shall be deemed to have been given at the date and time of (i) receipt or first refusal of delivery if sent via certified mail, or (ii) one (1) day after posting if sent via overnight commercial delivery service.~~

~~25. ENTIRE AGREEMENT~~

~~A. — This Agreement, together with any attachments and addenda hereto, and the Franchise Disclosure Document Franchisee or its representatives received prior to entering into this Agreement contain the entire agreement between the parties hereto as it relates to the franchising of the Hotel at the Approved Location. There are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties relating to the franchising of the Hotel at the Approved Location other than those set forth herein and in such Disclosure Document. No agreement of any kind relating to the matters covered by this Agreement shall be binding upon either party unless and until the same has been made in writing and executed by all interested parties.~~

~~B. — This Agreement may not be amended, modified or rescinded, or any performance requirement waived, except by a written document signed by Franchisor and Franchisee. This provision does not apply to changes in the Manual or notice of the Opening Date, which Franchisor may modify or designate unilaterally. The parties expressly agree that this Agreement may not be amended or modified, or any performance standard changed, by course of dealing, by special indulgences or benefits Franchisor bestows on Franchisee, or by inference from a party's conduct.~~

~~26. CONSTRUCTION AND SEVERABILITY~~

~~A. — Severability. Except as expressly provided to the contrary herein, each section, part, term and provision of this Agreement shall be considered severable. If, for any reason, any section, part, term or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other sections, parts, terms and provisions of this Agreement as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto; and said invalid sections, parts, terms or provisions shall be deemed not to be a part of this Agreement.~~

~~B. — No Third Party Beneficiary. Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies under or by reason of this Agreement upon any person or legal entity other than Franchisee, Franchisor, and such of Franchisee's and Franchisor's respective successors and assigns as may be contemplated (and, as to Franchisee, permitted) by this Agreement.~~

~~C. — Maximum Duty Imposed. Franchisee and Franchisor expressly agree to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made part of this Agreement, that may result from striking from any of the provisions hereof portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which Franchisor or Franchisee, as applicable, is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.~~

~~D. — Captions. All captions in the Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.~~

~~E. — Construction. All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, where applicable. All acknowledgments, promises, covenants, agreements and obligations herein made or undertaken by Franchisee shall be deemed jointly and severally undertaken by all the parties hereto signing the Guaranty on behalf of Franchisee.~~

~~F. — Counterpart Execution. This Agreement may be executed in counterparts and each copy so executed shall be deemed an original. Execution pages manually signed and transmitted by electronic means shall be deemed delivered and fully accepted as validly executed.~~

27. DISPUTE RESOLUTION, REMEDIES AND GOVERNING LAW

~~A. — The parties shall attempt in good faith to resolve any dispute concerning this Agreement or the parties' relationship promptly through negotiation between authorized representatives. If these efforts are not successful, either party may attempt to resolve the dispute through non-binding mediation. Either party may request mediation which shall be conducted by a mutually acceptable and neutral third-party organization. If the parties cannot resolve the dispute through negotiation or mediation, or choose not to negotiate or mediate, either party may pursue litigation.~~

~~B. — With respect to any claims, controversies or disputes which are not resolved through mediation or as otherwise provided above, Franchisee hereby irrevocably submits itself to the non-exclusive personal jurisdiction of the state and the federal district courts located in the state, county or judicial district in which the Franchisor's principal place of business is located and waives all defenses to personal jurisdiction in such courts. Franchisee agrees that service of process may be made upon it in any proceeding relating to or arising out of this Agreement or the relationship created by this Agreement by any means allowed by New Jersey or federal law. Franchisee further agrees that venue for any proceeding relating to or arising out of this Agreement shall be the county or judicial district in which the Franchisor's principal place of business is located; provided, however, with respect to any action (1) for monies owed, (2) for injunctive or other extraordinary relief or (3) involving possession or disposition of, or other relief relating to, the Hotel premises, Franchisor may bring such action in any state or federal district court of competent jurisdiction. The prevailing party in any cause of action brought under this Agreement, pursuant hereto or in connection herewith (including, without limitation, any action for declaratory or equitable relief) shall be entitled to recover from the non-prevailing party reasonable attorney's fees, expenses and costs of suit incurred by the prevailing party in such action.~~

~~C. — This Agreement takes effect upon its acceptance and execution by Franchisor in the state of New Jersey and shall be interpreted and construed under New Jersey law (except for New Jersey choice of law rules); provided that the New Jersey Franchise Practices Act shall not apply to any franchise located outside the state of New Jersey.~~

~~D. — Franchisee and Franchisor acknowledge that the parties' agreement regarding applicable state law and forum set forth herein provide each of the parties with the mutual benefit of uniform interpretation of this~~

Agreement and any dispute arising out of this Agreement or the parties' relationship created by this Agreement. Franchisor and Franchisee further acknowledge the receipt and sufficiency of mutual consideration for such benefit.

~~E. IN ANY LITIGATION BETWEEN THE PARTIES FOUNDED UPON OR ARISING FROM THIS AGREEMENT, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL, AND THE PARTIES HEREBY STIPULATE THAT ANY SUCH TRIAL SHALL OCCUR WITHOUT A JURY.~~

~~F. FRANCHISEE AGREES THAT, FOR THE SYSTEM TO FUNCTION PROPERLY, FRANCHISOR AND ITS AFFILIATES SHOULD NOT BE BURDENED WITH THE COSTS OF ARBITRATING OR LITIGATING SYSTEM WIDE CLAIMS. ACCORDINGLY, FRANCHISEE AGREES THAT ANY DISAGREEMENT BETWEEN THE PARTIES SHALL BE CONSIDERED UNIQUE AS TO ITS FACTS AND SHALL NOT BE BROUGHT AS A CLASS ACTION, AND FRANCHISEE WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO BRING, JOIN OR PARTICIPATE IN, A CLASS ACTION OR MULTI-PLANTIFF, CONSOLIDATED OR COLLECTIVE ACTION AGAINST FRANCHISOR OR ANY OF ITS AFFILIATES.~~

~~G. FRANCHISEE AND ITS PRINCIPALS HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM OR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS) AGAINST FRANCHISOR, ITS AFFILIATES, AND THE OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, MEMBERS, AGENTS, REPRESENTATIVES, INDEPENDENT CONTRACTORS, SERVANTS AND EMPLOYEES OF EACH OF THEM, IN THEIR CORPORATE AND INDIVIDUAL CAPACITIES, ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) AND AGREE THAT IN THE EVENT OF A DISPUTE, FRANCHISEE AND THE PRINCIPALS SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY THEM. IF ANY OTHER TERM OF THIS AGREEMENT IS FOUND OR DETERMINED TO BE UNCONSCIONABLE OR UNENFORCEABLE FOR ANY REASON, THE FOREGOING PROVISIONS OF WAIVER BY AGREEMENT OF PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS) SHALL CONTINUE IN FULL FORCE AND EFFECT).~~

~~H. Remedies Cumulative. No right or remedy conferred upon or reserved to Franchisor or Franchisee by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.~~

~~I. Injunctive Relief. Nothing herein contained shall bar either party's right to obtain injunctive relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.~~

~~J. U.S. Currency. All fees and payments required by this Agreement shall be paid in U.S. currency.~~

~~28. FRANCHISEE ACKNOWLEDGMENTS~~

~~A. FRANCHISEE ACKNOWLEDGES THAT IT DID NOT RELY ON ANY PROMISES, REPRESENTATIONS OR AGREEMENTS ABOUT THE FRANCHISOR OR THE FRANCHISE NOT EXPRESSLY CONTAINED IN THIS AGREEMENT AND THE FRANCHISOR'S FRANCHISE DISCLOSURE DOCUMENT IN MAKING ITS DECISION TO SIGN THIS AGREEMENT. FRANCHISEE FURTHER REPRESENTS AND WARRANTS THAT FRANCHISOR AND ITS REPRESENTATIVES HAVE NOT MADE ANY PROMISES, REPRESENTATIONS OR AGREEMENTS, ORAL OR WRITTEN, EXCEPT AS EXPRESSLY CONTAINED IN THIS AGREEMENT OR SUCH DISCLOSURE DOCUMENT.~~

~~B. FRANCHISEE ACKNOWLEDGES THAT FRANCHISEE HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE BUSINESS FRANCHISED HEREUNDER, AND RECOGNIZES THAT THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT INVOLVES BUSINESS RISKS AND THAT ITS SUCCESS WILL BE LARGELY DEPENDENT UPON THE ABILITY OF FRANCHISEE. FRANCHISOR EXPRESSLY DISCLAIMS THE MAKING OF, AND FRANCHISEE ACKNOWLEDGES THAT FRANCHISEE HAS NOT RECEIVED OR RELIED UPON, ANY WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, AS TO THE POTENTIAL REVENUES, RESERVATION DELIVERY, SALES PRODUCTION, PROFITS OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT.~~

~~C. FRANCHISEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD THIS AGREEMENT AND THE ATTACHMENTS HERETO (IF ANY) AND THAT FRANCHISEE HAS HAD AMPLE TIME AND OPPORTUNITY TO CONSULT WITH ADVISORS OF FRANCHISEE'S OWN CHOOSING ABOUT THE POTENTIAL BENEFITS AND RISKS OF ENTERING INTO THIS AGREEMENT.~~

~~D. FRANCHISEE ACKNOWLEDGES THAT IT RECEIVED A COMPLETE COPY OF THIS AGREEMENT AND ALL RELATED ATTACHMENTS AND AGREEMENTS PRIOR TO THE AGREEMENT'S EXECUTION. FRANCHISEE FURTHER ACKNOWLEDGES THAT IT HAS RECEIVED THE DISCLOSURE DOCUMENT REQUIRED BY THE FEDERAL TRADE COMMISSION AT LEAST 14 DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED. NOTWITHSTANDING THE FOREGOING, NO PROVISION IN ANY FRANCHISE AGREEMENT, OR ANY RELATED AGREEMENT, IS INTENDED TO DISCLAIM THE EXPRESS REPRESENTATIONS MADE IN THE FDD.~~

~~IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Agreement in duplicate on the day and year first above written.~~

FRANCHISOR

WYNDHAM FRANCHISOR, LLC
a Delaware limited liability company

By: _____

Michael Piccola, Senior Vice President

FRANCHISEE

a _____

By: _____
Name: _____
Title: _____

ATTACHMENT A
SELECTED TERMS

Approved Location of the Hotel: _____

Number of guest rooms: _____

Initial Franchise/Relicense Fee: _____

Franchisee's Principals (names, addresses, and percentages of ownership in Franchisee or in any person or entity that owns a controlling interest in Franchisee):

<u>Name</u>	<u>Address</u>	<u>Percentage of Ownership</u>
* _____	_____	_____%
_____	_____	
_____	_____	
* _____	_____	_____%
_____	_____	
_____	_____	
* _____	_____	_____%
_____	_____	
_____	_____	
_____	_____	

*Designates Franchisee's controlling shareholders, controlling members or general partners signing the Guaranty as Controlling Principals.

Initials:

ATTACHMENT B

WYNDHAM FRANCHISOR, LLC — WYNDHAM®

April 2019

I. Reservation System Fees

~~Certain Reservation System Fees are charged on a net reservation basis for bookings via the Franchisor's central channels as follows: \$3.50 per reservation through System websites and \$12.90 per reservation through our consumer toll-free reservation number (\$15.00 per reservation for resorts). Beginning after the second Franchise Year, Franchisor reserves the right, in its sole discretion, to increase or modify these Fees for all System Hotels from time to time to cover costs (including reasonable direct or indirect overhead costs) related to such services but with at least 30 days prior written notice.~~

II. Additional Fees

A. Loyalty Program Fees

~~Franchisor charges a Loyalty Program Charge for Franchisee's participation in the Wyndham Rewards or successor guest loyalty program. The Loyalty Program Charge is 5% of any amounts on which members of the Loyalty Program earn points or other program currency at the Hotel as defined in the Front Desk Guide or any other program rules, which are System Standards. Franchisor will proactively match and award members with points or other program currency they earn at the Hotel even if they do not present their Wyndham Rewards membership number upon check-in. Franchisee will be billed monthly in arrears for points or other program currency awarded to members during the preceding month. If Franchisee does not achieve a certain number of Wyndham Rewards valid enrollments, it must pay Franchisor a Retraining Fee of up to \$400 per month as described in the Front Desk Guide. If Franchisee does not process a member's points in a timely manner and Franchisor must resolve the issue with the member, Franchisor will charge Franchisee a Loyalty Member Services Administration Fee as described in the Front Desk Guide.~~

B. Customer Care Fee

~~Franchisor will contact Franchisee if Franchisor receives any guest complaint about Franchisee or the Hotel, and Franchisee will be responsible for resolving the complaint to the satisfaction of the guest. Franchisor may also contact Franchisee, at its discretion, if Franchisor becomes aware of any other complaints about the Hotel including complaints which are posted on third party travel websites, distribution channels, blogs and social networks, or other forums to which Franchisee does not respond. If Franchisee does not respond to and resolve any complaint to the satisfaction of the guest within three business days after Franchisor refers it to Franchisee, Franchisor will charge Franchisee a "Customer Care Fee" of \$195.00, plus the costs to settle the matter with the guest. The Customer Care Fee is intended only to reimburse Franchisor for the costs of complaint handling and is not intended as penalties or liquidated damages. All guest complaints remain subject to indemnification under this Agreement.~~

C. Best Rate Guarantee Processing Fee

~~Franchisee must (i) make available through the Central Reservation System and the System websites room rates equivalent to those Franchisee offers to the general public directly or indirectly via third parties that Franchisee authorizes to offer and sell reservations for the Hotel's guest rooms and (ii) participate in the System's Best Rate Guarantee Program according to its published requirements. Franchisor will also charge Franchisee a Processing Fee, currently \$60 to reimburse Franchisor for its administrative charges of handling the complaint.~~

D. Reconnection Fee

~~If Franchisor suspends Central Reservation System service because of Franchisee's default under this Agreement or for any other reason, then Franchisee must pay Franchisor the Reconnection Fee set forth in the System Standards Manual before Franchisor restores service. Currently, the Reconnection Fee is \$4,000.~~

E. Other Fees, Commissions and Charges

~~Franchisee will pay Franchisor a fee, as applicable, for reservations for the Hotel from certain distribution partners processed through various reservation channels. "GDS Fees" are assessed for qualified reservations processed through any global distribution system ("GDS") or through any Internet website or other booking source powered by a GDS. "Internet Booking Fees" are assessed for qualified reservations processed through an Internet website connected through an alternate distribution system. "Third Party Channel Fees" are assessed for qualified reservations coming from Franchisor's partners directly or indirectly to Franchisor's distribution platform. Franchisor will establish the amount of the GDS, Internet Booking Fees, and Third Party Channel Fees from time to time based on the fees these channels charge it and/or Franchisor's own costs (including overhead) for providing these services. Some of Franchisor's distribution partners may charge a commission on reservations Franchisee receive through these reservation channels and, if Franchisor pay such commission on Franchisee's behalf, Franchisee will reimburse Franchisor and pay its service charge of 1.5% of commissionable revenue. Upon written notice to Franchisee, Franchisor may alter, change, modify, remove or add new fees as existing reservation channels are modified or partners are added to existing channels or new reservation channels are established.~~

~~Franchisee will also pay commissions for (a) reservations booked by "Agents" and/or (b) qualified reservations consumed by members of affinity groups and organizations that participate in Franchisor's Member Benefits program. Franchisee must pay Franchisor's service charge of 1.5% of commissionable revenue, if applicable. "Agents" include, but are not limited to, travel agents, on line travel and referral websites, travel consortia, travel management companies, global sales agents, as well as digital media linking to System websites and unique call center numbers purchased by the pay for performance program ("PFP"). These commission payments may go to the Agent, affinity group or organization in whole or a portion of the payment may be allocated to various marketing activities, to Franchisor's Global Sales Organization to offset its administrative and overhead costs for supporting the Member Benefit Program and other programs that generate room nights at System Hotels, or, in the case of the PFP program, to fund purchases of additional digital media directing consumers to System websites and unique call center numbers.~~

~~Under Franchisor's Wyndham Referral Rewards Program, System Hotels may receive leads from other System Hotels, facilities of Franchisor's affiliates and employees of Franchisor's parent company or its predecessor. For this business, Franchisor charges Franchisee a referral commission of 10% of commissionable revenue on qualifying reservations. When the referring party is a System Hotel or facility of an affiliate 7% of the referral commission is paid to the referring hotel, and when the referring party is an employee of Franchisor's parent company or its predecessor, 6% of the referral commission is paid to the employee. The remaining 3% and 4%, as applicable, is distributed to Franchisor's Global Sales Organization to offset its administrative and overhead costs for supporting the Wyndham Referral Rewards Program.~~

~~Franchisor may change, modify or delete Additional Fees for existing services and programs and add new Additional Fees for new services, programs and distribution channels at any time upon not less than thirty (30) days' written notice.~~

ATTACHMENT C

GUARANTY

~~As an inducement to Wyndham Franchisor, LLC (“Franchisor”) to execute the Franchise Agreement dated _____, 20____, applicable to the Wyndham Hotel located at _____, the undersigned, jointly and severally, hereby unconditionally warrant to Franchisor and its successors and assigns that all of Franchisee’s representations in the Franchise Agreement are true, agree to be bound by all the terms and conditions of the above Franchise Agreement including any amendments thereto whenever made (hereinafter the “Agreement”), and absolutely, unconditionally and irrevocably guaranty to Franchisor and its successors and assigns that all of Franchisee’s obligations under the Agreement will be punctually paid and performed.~~

~~Upon default by Franchisee, the undersigned will immediately make each payment and perform each obligation required of Franchisee under the Agreement. Without affecting the obligations of the undersigned under this Guaranty, Franchisor may, without notice to the undersigned, extend, modify, waive, renew or release any indebtedness or obligation of Franchisee, or settle, adjust or compromise any claims against Franchisee. The undersigned waive notice of amendment of the Agreement and notice of demand for payment or performance by Franchisee.~~

~~Franchisor may pursue its rights against any of the undersigned without first exhausting its remedies against Franchisee and without joining any other guarantor. No delay on the part of the Franchisor in the exercise of any right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude the further exercise of such right or remedy. Upon the death of an individual guarantor, the estate of such guarantor will be bound by this Guaranty but only for defaults and obligations hereunder existing at the time of death, and the obligations of the other guarantors will continue in full force and effect.~~

~~In WITNESS WHEREOF, each of the undersigned has signed this Guaranty as of date of the above Agreement.~~

GUARANTOR

MANAGEMENT COMPANY RIDER
To Franchise Agreement Dated _____, 20__
Between Wyndham Franchisor, LLC ("Franchisor") and

_____ (“Management Company”) has entered into a Management Agreement with Franchisee, under the terms of which Management Company will operate the Wyndham Hotel located at _____ (the “Hotel”) under and subject to the terms and conditions of the Franchise Agreement identified above.

~~Management Company agrees that Franchisor may enforce directly against Management Company those terms and conditions of the Franchise Agreement to which Management Company has hereby agreed to be bound. The prevailing party in any cause of action brought hereunder, pursuant hereto or in connection herewith (including, without limitation, any action for declaratory or equitable relief) shall be entitled to recover from the non prevailing party reasonable attorney's fees, expenses and costs of suit incurred by the prevailing party in such action.~~

By: _____
Name: _____
Title: _____

ATTACHMENT E

DEFINITIONS

~~An “Affiliate” means, with respect to any person or entity, any other person or entity controlling, controlled by, or under common control with said person or entity.~~

~~“Application Fee” means the fee Franchisee pays when submitting an application.~~

~~“Case Goods” means furniture and fixtures used in the Hotel such as chests, armoires, chairs, beds, headboards, desks, tables, mirrors, lighting fixtures and similar items.~~

~~“Conference Fee” means the fee Franchisor charges for attendance at a conference for System Hotels and their franchisees when and if held.~~

~~“Control” or “controlling interest” mean the direct or indirect power to direct the management and policies of a person or entity, including those relating to the payment of financial obligations, whether through the ownership of voting securities or interests, by contract, or otherwise, each as reasonably determined by Franchisor.~~

~~“Force Majeure” means acts of God, strikes, lockouts or other industrial disturbances, war, terrorism, riot, epidemic, fire or other catastrophe or other forces beyond Franchisee’s control.~~

~~“Franchise Year” means~~

~~—— (i) If the Opening Date occurs on the first day of a month: the period beginning on the Opening Date and ending on the day immediately preceding the first anniversary of the Opening Date, and each subsequent one year period; or~~

~~—— (ii) If the Opening Date does not occur on the first day of a month: the period beginning on the Opening Date and ending on the first anniversary of the last day of the month in which the Opening Date occurs, and each subsequent one year period.~~

~~The “Franchisee” includes the entity identified in the preamble to this Agreement.~~

~~“Franchisee’s Principals” include any individual, partnership, corporation, or other legal entity which directly or indirectly owns any interest in this franchise, in Franchisee, or in any person or entity that owns a controlling interest in Franchisee. “Franchisee’s Controlling Principals” include Franchisee’s general partners, controlling shareholders, or controlling members, as applicable.~~

~~“Guest Information” means any names, email addresses, phone numbers, mailing addresses and other information about guests and customers of the Hotel, including without limitation stay information, that either Franchisor or Franchisee or a person acting on behalf of one or both of them receives from or on behalf of the other or any guest or customer of the Hotel or any other third party.~~

~~“Gross Room Revenues” means gross revenues attributable to or payable for rentals of guest (sleeping) rooms at the Hotel, including all credit transactions, whether or not collected, guaranteed no show revenue net of chargebacks from credit card issuers, and any proceeds from any business interruption or similar insurance applicable to the loss of revenues due to the non availability of guest rooms and any miscellaneous fees charged to all guests regardless of the accounting treatment of such fees. Excluded from Gross Room Revenues are separate charges to guests for Food and Beverage (including room service); actual telephone charges for calls made from a guest room; key forfeitures and entertainment (including Internet fees and commissions); vending machine receipts; and federal, state and local sales, occupancy and use taxes. Gross Room Revenue is further described in System Standards.~~

~~“Hotel” means the freehold or long term ground or building leasehold title to the Approved Location, together with all improvements constructed on the Approved Location, including, without limitation, the buildings, structures, recreational amenities and facilities, parking areas and structures, appurtenances, easements, licenses, and all furniture, fixtures, equipment (including computer and telephone systems), supplies, and inventories.~~

~~“Initial Franchise Fee” means the fee Franchisee is to pay for signing this Agreement as specified in Section 3A and Attachment A, if the Agreement is for a new construction or conversion franchise.~~

~~The “Loyalty Program Charge” means the fee Franchisee is to pay under Section 6.E and Attachment B for a frequent guest rewards program or other special marketing programs that Franchisor may create or undertake and require participation by System Hotels.~~

~~The “Manager” is the party identified in the Management Company Rider attached as Attachment D to the Franchise Agreement.~~

~~The “Manual” is the Wyndham Brand Standards Manual, and all other written statements, directives and any other manuals and materials issued by Franchisor, and any modifications to such materials containing the standards, specifications, policies, and procedures for the establishment and operation of System hotels. The Manual may be in paper or electronic form.~~

~~“Property Improvement Plan” means any list of upgrades and improvements attached to this Agreement as part of a Conversion, Transfer or Renewal Addendum, which Franchisor is required to complete under Section 1C and such Addendum.~~

~~The “Proprietary Marks” are all trade names, trademarks, service marks, logos, emblems, symbols and indicia of origin that are designated in writing by Franchisor as part of the System for use for System hotels. The Proprietary Marks may be modified by Franchisor from time to time.~~

~~“Publicly held Franchisee” means a Franchisee or any direct or indirect owner of the Franchisee having equity securities representing at least a majority of the voting rights associated with such securities that are listed and traded on a recognized securities exchange.~~

~~“Relicense Fee” means the fee Franchisee’s transferee pays to Franchisor when a transfer occurs or the fee Franchisee pays to Franchisor if renewing an existing franchise as specified in Section 3A and Attachment A.~~

~~“Reservation System Fees” means the fees Franchisee pays under Section 3D and Attachment B for the Reservation System and other services.~~

~~“Soft Goods” means floor and wall coverings, carpeting, window treatments, bed coverings, lamps, artwork, decorative items, wall décor, upholstery, textile, fabric, vinyl and similar items.~~

~~The “System” is the collection of procedures, policies, standards, specifications, controls and other distinguishing elements which Franchisor or its Affiliates have developed for the establishment and operation of a Wyndham Hotel. The distinguishing characteristics of the System include, without limitation, standards and specifications for the establishment and operation of a Wyndham Hotel; reservation and property management systems; advertising, marketing and promotional programs; a Wyndham Trade Name Hotel Directory; management and personnel training programs; operational standards, policies, procedures and techniques as prescribed in the Manual and a quality assurance program, all of which may be changed, improved or further developed from time to time. The Wyndham Companies have all rights in and to the System and Franchisee has only the right to use the System under the terms and conditions of this Agreement.~~

~~“Transfer of control” of a publicly held Franchisee means, with regard to the Franchisee or any entity that controls the Franchisee directly or indirectly (i) a merger, consolidation, reorganization, recapitalization or share or interest exchange, sale or transfer or any other transaction or series of transactions in which its equity interest holders immediately prior to such transaction or series of transactions receive in exchange for the equity interest owned by them, cash, property or securities of the resulting or surviving entity or any Affiliate thereof, and as a result thereof, persons or entities who, individually or in the aggregate, were holders of 50% or more of its voting equity interests, immediately prior to such transaction or series of transactions hold less than 50% of the voting equity interests of the surviving entity or such Affiliate thereof, calculated on a fully diluted basis, (ii) a direct or indirect sale, transfer or other conveyance or disposition, in any single transaction or series of transactions, of all or substantially all of its assets, (iii) the initial public offering of its securities, and (iv) any accumulation of the voting equity interests by an~~

~~existing equity interest holder, or redemption or repurchase of voting equity interests by the issuer, which would result in any person acquiring 49% or more of any class of voting equity interest results in the person having the power to direct the management or affairs of Franchisee.~~

~~The “Wyndham Companies” include the Franchisor and any Affiliate of the Franchisor.~~

~~A “Wyndham Hotel” is a full service, upscale hotel or resort operated under the Wyndham trade name.~~

~~A “Wyndham Trade Name Hotel” is a full service or limited service, upper midscale, upscale or upper upscale hotel operated under any of the Wyndham trade names, including Wyndham Garden, Wyndham and Wyndham Grand.~~

NEW CONSTRUCTION ADDENDUM

This New Construction Addendum applies if Franchisee is constructing a new System Hotel.

1. ~~Franchisee's Construction Obligation.~~

~~1.1 Franchisee must select and acquire the Approved Location and acquire, design, construct, equip and supply the Hotel in accordance with this Franchise Agreement and System Standards. Franchisee must provide proof that it owns or holds a ground lease of the Approved Location by the earlier to occur of (a) 30 days after the Effective Date or (b) the Opening Date. Franchisee must maintain control of the Hotel consistent with such documentation during the Term. Franchisee must commence construction of the Hotel no later than 60 days after the Effective Date, and complete construction and properly deliver the Certification as described in subsection 1.3 of this New Construction Addendum no later than 24 months from the Effective Date. Construction commences, for purposes of this New Construction Addendum, when all of the following occur: (x) Franchisor approves a site plan, completed working drawings and detail specifications for the Hotel; (y) Governmental permits are issued to commence foundation construction; and (z) Franchisee commences pouring concrete for building footings. Time is of the essence for completion of the Construction Obligation. Franchisor may, however, in its sole discretion, grant extensions of time to perform any phase of the Construction Obligation. If Franchisor chooses to grant an extension of any deadline, including the Hotel's Opening Date, Franchisee will pay an extension fee of \$10,000 within ten days of the Hotel's Opening Date. The grant of an extension will not waive any other default existing at the time the extension is granted. All construction must comply with System Standards, any Approved Plans, and this Franchise Agreement. Franchisee or its general contractor must carry the insurance required under this Franchise Agreement during construction.~~

~~1.2 Franchisor may, in its sole discretion, terminate this Franchise Agreement by written notice to Franchisee (subject to applicable law) if Franchisee does not meet the deadlines above. Franchisee must also pay the reinspection fee described in Section 6F if the Hotel fails the inspection designated as the completion inspection, does not meet System Standards or conform to the Approved Plans, and Franchisor's representatives must return to the Hotel to inspect it. In limited circumstances, Franchisee may identify the Hotel as a System Hotel prior to the Opening Date, or commence operation of the Hotel under a Proprietary Mark using the System, only after first obtaining Franchisor's prior written approval, but in no event before the Hotel passes the completion inspection, at which Franchisor determines that the Hotel as built meets System Standards, and Franchisor receives from Franchisee and its architect and contractor the Certification described in subsection 1.3 below. If Franchisee identifies the Hotel as a System Hotel or operates the Hotel under a Proprietary Mark before the Opening Date without Franchisor's express written consent, then in addition to Franchisor's remedies under Sections 1C and 17, Franchisee will begin paying the Royalty to Franchisor, as specified in Section 3B, from the date Franchisee identifies or operates the Hotel using the Proprietary Mark. Franchisor may delay the Opening Date until Franchisee pays the Royalty accruing under this Section.~~

~~1.3 Franchisee's Architect must certify to Franchisor and to Franchisee that the Hotel's plans and specifications comply with the design requirements of the Americans with Disabilities Act ("ADA"), the Department of Justice Standards for Accessible Design ("ADA Standards") under that Act, and all codes that apply using the ADA Certification Form for New Construction (Pre Construction) in Exhibit A. Before Franchisor authorizes Franchisee to open the Hotel, Franchisee must complete and submit the ADA Certification Form for New Construction (Post Construction) attached as Exhibit B (Exhibits A and B, collectively, the "Certification"). Franchisee must complete the Certification per their instructions and submit to Franchisor only after they have been signed by Franchisee's general contractor, architect of record or a consulting architect hired for the Certification. If Franchisee cannot obtain the signature of the contractor or such an architect for the Certification, Franchisee must sign the Franchisor's Certification of Compliance on the signature page of the Certification. If Franchisor determines that the Certification has not been properly completed, or if Franchisor has actual knowledge (not constructive or implied knowledge) that the signatures on the Certification are false or fraudulent, Franchisor will return the Certification to Franchisee with written notice that Franchisor will not permit the Hotel to open for business under the System until Franchisor receives a properly completed Certification. Franchisor may terminate this Agreement under Section 1C or Section 17 if Franchisee does not submit the Certification properly completed before opening the Hotel under the System, Franchisee fails to meet the deadline for completing the Hotel specified above because Franchisee does not submit a properly completed Certification, or if Franchisee submits a false or~~

~~fraudulent Certification. Franchisor will delay the Opening Date until Franchisee submits the properly completed Certification. Franchisor shall not be liable to Franchisee or any third party if the Certification is improperly completed or the Hotel is not built or operated in compliance with ADA.~~

~~1.4 — Plans and Specifications.~~

~~1.4.1 — Franchisee and its architect will create construction documents (including a project manual and working drawings) for construction of the Hotel based upon System Standards and this Agreement so that it conforms as closely as possible to System Standards, and then submit them for Franchisor's approval before starting improvement of the Approved Location. Franchisor will not unreasonably withhold or delay its approval, which is intended only to test compliance with System Standards, and not to detect errors or omissions in the work of Franchisee's architects, engineers, contractors or the like, who must exercise their own independent professional care, skill and diligence in the design and construction of the Hotel. Franchisor will provide review of both preliminary and final plans for construction of the Hotel and up to three site visits from Franchisor's Hotel Integration Team to ensure compliance with System Standards as the project is constructed. Franchisor's review does not cover technical, architectural or engineering factors relating to the Approved Location, or compliance with federal, state or local laws, regulations or code requirements, including without limitation, compliance with the ADA, for which Franchisee's architect is responsible. Franchisee must allow for 10 days of review each time Franchisee submits Plans to Franchisor for review. Franchisor will not be liable to Franchisee's lenders, contractors, employees, guests, others, or Franchisee on account of Franchisor's review or approval of any plans, drawings or specifications, or Franchisor's inspection of the Hotel, before during or after construction or any subsequent renovation. Any material violation from the Approved Plans requires Franchisor's prior written approval. Approved Plans must incorporate design elements as set forth in System Standards. Franchisee may purchase furniture, fixtures, equipment and other supplies that it may need during construction of the Hotel through Franchisor's affiliate, Worldwide Sourcing Solutions, Inc.'s "Approved Supplier" program. If Franchisee chooses to purchase certain design items from a supplier other than an Approved Supplier, Franchisor may charge you a Custom Interior Design Review Fee, currently \$6,000. This fee will be assessed for Franchisor's review of custom interior design drawings which Franchisee must submit to Franchisor to ensure compliance with interior design standards. Franchisor may offer other optional architectural and design services for a separate fee. Franchisee will promptly provide Franchisor with copies of permits, job progress reports, and other information as it may reasonably request.~~

~~1.4.2 — Before Franchisor authorizes Franchisee to open the Hotel, Franchisor may request that Franchisee furnishes Franchisor with information about the construction costs of the Hotel by providing a copy of its contractor's application for payment on AIA form G702 and G703 or other documentation reasonably acceptable to Franchisor. Franchisor will use this information, along with similar information obtained from other franchisees, to more accurately project the cost of developing new construction Hotels in the United States, which Franchisor is required to disclose in its Franchise Disclosure Document for new franchisees. Franchisor will not disclose outside of our organization or its consultants any information Franchisee provides in a manner which would enable other franchisees or persons to determine Franchisee's costs for constructing the Hotel.~~

~~1.4.3 — Franchisor may inspect the work while in progress without prior notice. Franchisor may direct Franchisee to change the work in progress if it deviates from the Approved Plans or System Standards and may terminate this Agreement if Franchisee fails to comply with any such direction. If Franchisee encounters unexpected issues with demolition, renovation, reconstruction or refurbishment of the existing structure which make continuation of the project using the Approved Plans commercially infeasible, Franchisee must notify Franchisor immediately and provide a complete written report on the matter, including any proposal to modify the Approved Plans Franchisee believes is appropriate together with Franchisee's estimate of the projected costs of meeting the Approved Plans. Franchisor will evaluate the report, Franchisee's proposal and the situation and respond within 30 days to any request to vary the Approved Plans, or provide suggestions for resolving the issues in such a manner as will be acceptable to Franchisor. Neither party shall terminate this Agreement unless and until such notice is given and the 30 day period shall have elapsed without agreement on modifying the Approved Plans. If either party then decides to terminate this Agreement, Franchisee will pay, if then not paid, and Franchisor will retain, the full Initial Fee as Liquidated Damages.~~

2. Onboarding and Mandatory Support Services and Fees.

2.1 Franchisor will provide full operational resources, including training and support, for property opening. Franchisor will provide training through various on-line courses on subjects such as quality assurance, housekeeping, preventative maintenance, customer service, and the RFP process. A member of Franchisor's field team will also assist with property operations topics including Systems Standards and use of the System's intranet site. These onboarding services are provided as part of the Initial Fee required in Section 3. Franchisor will arrange for Franchisor's preferred photography provider to take digital photographs of the Hotel in accordance with System Standards for use on our System Websites, third party travel websites and various marketing media and such photographs will be owned by us. Franchisee will pay \$3,560 for the required photo package. Franchisor will provide training for your general manager as set forth in Section of the Agreement if he/she attends the training by the deadline set forth in Section 5.B. The tuition for this mandatory training program is currently \$2,000.

2.2 Start Up Platinum Revenue Management Program. Franchisor will provide Start up Platinum Revenue Management Services for a period of four months beginning 30 days from the Opening Date, in accordance with the Revenue Management Policies and Best Practices ("RM Policies") included in System Standards. Services include scheduled communication and accessibility, bi weekly meetings, STR review and evaluation, rate and inventory maintenance, strategic positioning, future demand strategy and targeted promotions and packages. Franchisee will establish the reference room rate for the Hotel upon which all other rates are based ("Rate of the Day") and retain ultimate control over all revenue management decisions. By participating in the Start-Up Platinum Revenue Management Program, Franchisee authorizes Franchisor to (i) access Franchisee's room rates, inventory and other Hotel information in our Reservation System, your Hotel's property management system and food and beverage system (if applicable), and any extranet Franchisee has with an on line travel agency or similar distribution company, and (ii) authorize Franchisor to make adjustments to the Hotel's rates, inventory and restrictions in order to comply with the RM Policies without advance notice to Franchisee. Franchisor will not, however, change the Rate of the Day without authorization from Franchisee. In addition, Franchisee may modify or reverse any change Franchisor makes by notifying Franchisor, providing it is consistent with the RM Policies. Franchisee must designate a primary Hotel representative who shall have the authority to make revenue management decisions for the Hotel and a secondary representative who shall exercise such authority in the absence of the primary representative. Franchisor may communicate with these representatives by telephone, e-mail or in another manner, and may rely on any communication which Franchisor believes, in good faith, is from them. The cost of Start Up Platinum Revenue Management is included in the Initial Fee. After the conclusion of the Start Up Platinum Revenue Management Program, Franchisee must participate in Gold or Diamond Revenue Management Services at a minimum, with the following exception. Hotels with 200 guest rooms or more must participate in RMS at the service level Franchisor requires.

3. Definitions.

3.1 "Approved Plans" means Franchisee's plans and specifications for constructing or renovating the Hotel initially or after opening, as approved by Franchisor.

3.2 "Construction Obligation" means Franchisee's obligation to construct and complete the Hotel in accordance with the Approved Plans and System Standards.

3.3 "Expiration Date" means the end of the twentieth Franchise Year.

3.4 "Opening Date" means the date on which Franchisor authorizes Franchisee to open the Hotel for business identified by the Proprietary Marks and using the System.

INSTRUCTIONS

~~New construction projects whose last application for a building permit or permit extension is certified to be complete by a State, county, or local government (or, in those jurisdictions where the government does not certify completion of applications, the date when the last application for a building permit or permit extension is received by the State, county, or local government) is on or after March 15, 2012 must comply with the September 15, 2010 (28 C.F.R. Part 36, subpart D, and 2004 ADA Standards at 36 C.F.R. Part 1191, Appendices B and D). Thus, for projects that fall within this category, owners must use Exhibit A at the pre-construction stage and Exhibit B at the post-construction stage.~~

EXHIBIT A

**ADA CERTIFICATION FORM FOR NEW CONSTRUCTION
(PRE-CONSTRUCTION)**

In connection with the project identified as: _____

To the best of my professional knowledge, information and belief, I hereby state the following:

1. ~~I have professional experience applying the requirements of the Americans with Disabilities Act (ADA) and the 2010 Standards at 28 C.F.R. Part 36, subpart D, and 2004 ADA Standards at 36 C.F.R. Part 1191, Appendices B and D.~~
2. ~~I have reviewed the plans (including architectural interior design plans if they are available prior to construction).~~
3. ~~The plans comply with the 2010 Standards.~~
4. ~~I have specifically determined that the plans provide:~~
 - a. ~~The number of accessible car and van accessible parking spaces required by the 2010 Standards (if parking facilities are to be provided);~~
 - b. ~~The number of accessible rooms with features for guests with mobility disabilities (including the required number of accessible rooms with roll in showers) and the number of accessible rooms with communications features for guests who are deaf or hard of hearing required under 2010 Standards.~~
 - c. ~~An inventory of accessible rooms with mobility features and communications features for guests with hearing impairments that is dispersed among the various room types offered to the public as required by the 2010 Standards.~~

Sign: _____

Print Name: _____

Firm: _____

Date: _____

EXHIBIT B

**ADA CERTIFICATION FORM FOR NEW CONSTRUCTION
(POST-CONSTRUCTION)**

- ~~1. I have professional experience applying the requirements of the Americans with Disabilities Act (ADA) and the 2010 Standards at 28 C.F.R. Part 36, subpart D, and 2004 ADA Standards at 36 C.F.R. Part 1191, Appendices B and D.~~
- ~~2. I have inspected all areas of the hotel that are open to the public (including accessible guest rooms), and they comply with the 2010 Standards.~~
- ~~3. I have specifically determined that the hotel, as constructed, provides:~~
 - ~~a. The number of accessible car and van accessible parking spaces required by the 2010 Standards (if parking facilities are to be provided);~~
 - ~~b. The number of accessible rooms with features for guests with mobility disabilities (including the required number of accessible rooms with roll in showers) and the number of accessible rooms with communications features for guests who are deaf or hard of hearing required under the 2010 Standards.~~
 - ~~c. An inventory of accessible rooms with mobility features and communications features for guests with hearing impairments that is dispersed among the various room types offered to the public as required by the 2010 Standards.~~

Sign: _____

Print Name: _____

Firm: _____

Date: _____

CONVERSION ADDENDUM

This Conversion Addendum applies if Franchisee is converting an existing guest lodging facility to a System Hotel.

~~1. Franchisee's Renovation Obligation.~~

~~1.1 Franchisee must select and acquire the Approved Location and acquire, equip and supply the Hotel in accordance with this Franchise Agreement and System Standards. Franchisee must provide proof that it owns or leases the Hotel by the earlier to occur of (a) 30 days after the Effective Date or (b) the Opening Date. Franchisee must maintain control of the Hotel consistent with such documentation during the Term. Franchisee must begin renovation of the Hotel no later than 30 days after the Effective Date. Time is of the essence for completion of the Renovation Obligation. Franchisor may, however, in its sole discretion, grant extensions of time to perform any phase of the Renovation Obligation. If Franchisor chooses to grant an extension of any deadline, including the Hotel's Opening Date, Franchisee will pay an extension fee of \$10,000 within ten days of the Hotel's Opening Date. The grant of an extension will not waive any other default existing at the time the extension is granted. All renovations must comply with System Standards, any Approved Plans, this Franchise Agreement, and the Property Improvement Plan ("PIP"). Franchisee or its general contractor must carry the insurance required under this Franchise Agreement during renovation.~~

~~1.2 Franchisee must complete all renovations specified as "prior to opening" on the PIP before Franchisor considers the Hotel to be ready to open under the System. The deadline for completing the pre-opening phase of conversion and the renovations shall be as specified on any PIP attached to this Agreement, but is otherwise 90 days from the Effective Date. Franchisee must continue renovation and improvement of the Hotel after the Opening Date if the PIP so requires. Franchisor may, in its sole discretion, terminate this Franchise Agreement by written notice to Franchisee (subject to applicable law) if (1) Franchisee does not commence or complete the pre-opening improvements of the Hotel by the dates specified on the PIP or otherwise and Franchisee fails to do so within five days after Franchisor sends written notice of default, or (2) Franchisee prematurely identifies the Hotel as a System Hotel or begin operation under the System in violation of Section 1C and fails to cease operating and/or identifying the Hotel under the Proprietary Marks and System within five days after Franchisor sends written notice of default. Franchisee must also pay the PIP Reinspection fee, as well as the Reinspection fee described in Section 6F if Franchisee fails to complete any Renovation Obligation by the dates specified in the PIP or otherwise and Franchisor's representatives must return to the Hotel to inspect it. The difference between the PIP Reinspection fee and the standard Reinspection fee will be refunded if Franchisee has completed the Renovation Obligation as of the date of the reinspection. In limited circumstances, Franchisee may identify the Hotel as a System Hotel prior to the Opening Date, or commence operation of the Hotel under a Proprietary Mark using the System, only after first obtaining Franchisor's prior written approval. If Franchisee identifies the Hotel as a System Hotel or operates the Hotel under a Proprietary Mark before the Opening Date without Franchisor's express written consent, then in addition to Franchisor's remedies under Sections 1C and 17, Franchisee will begin paying the Royalty to Franchisor, as specified in Section 3B, from the date Franchisee identifies or operates the Hotel using the Proprietary Mark. Franchisor may delay the Opening Date until Franchisee pays the Royalty accruing under this Section.~~

~~1.3 Plans and Specifications.~~

~~1.3.1 Franchisee will create plans and specifications for the work described in subsection 1.1 of this Conversion Addendum (based upon System Standards and this Agreement) if Franchisor so requests and submit them for Franchisor's approval before starting improvement of the Approved Location. Franchisor will not unreasonably withhold or delay its approval, which is intended only to test compliance with System Standards, and not to detect errors or omissions in the work of Franchisee's architects, engineers, contractors or the like, who must exercise their own independent professional care, skill and diligence in the design and renovation of the Hotel. Franchisor's review does not cover technical, architectural or engineering factors relating to the existing structure at the Approved Location, or compliance with federal, state or local laws, regulations or code requirements, including without limitation, compliance with the ADA, for which Franchisee's architect is responsible. Franchisee must allow for 10 days of review each time Franchisee submits Plans to Franchisor for review. Franchisor will not be liable to Franchisee's lenders, contractors, employees, guests, others, or Franchisee on account of Franchisor's review or approval of any plans, drawings or specifications, or Franchisor's inspection of~~

~~the Hotel, before, during or after the renovation. Any material violation from the Approved Plans requires Franchisor's prior written approval. Approved Plans must incorporate design elements as set forth in System Standards. Franchisee may purchase furniture, fixtures, equipment and other supplies that it may need during renovation of the Hotel through Franchisor's affiliate, Worldwide Sourcing Solutions, Inc.'s "Approved Supplier" program. If Franchisee chooses to purchase certain design items from a supplier other than an Approved Supplier, Franchisor may charge you a Custom Interior Design Review Fee, currently \$6,000. This fee will be assessed for Franchisor's review of custom interior design drawings which Franchisee must submit to Franchisor to ensure compliance with interior design standards. Franchisor may offer other optional architectural and design services for a separate fee. Franchisee will promptly provide Franchisor with copies of permits, job progress reports, and other information as it may reasonably request.~~

~~1.3.2 — Franchisor may inspect the work while in progress without prior notice. Franchisor may direct Franchisee to change the work in progress if it deviates from the Approved Plans or System Standards and may terminate this Agreement if Franchisee fails to comply with any such direction. If Franchisee encounters unexpected issues with demolition, renovation, reconstruction or refurbishment of the existing structure which make continuation of the project using the Approved Plans commercially infeasible, Franchisee must notify Franchisor immediately and provide a complete written report on the matter, including any proposal to modify the Approved Plans Franchisee believes is appropriate together with Franchisee's estimate of the projected costs of meeting the Approved Plans. Franchisor will evaluate the report, Franchisee's proposal and the situation and respond within 30 days to any request to vary the Approved Plans, or provide suggestions for resolving the issues in such a manner as will be acceptable to Franchisor. Neither party shall terminate this Agreement unless and until such notice is given and the 30 day period shall have elapsed without agreement on modifying the Approved Plans. If either party then decides to terminate this Agreement, Franchisee will pay, if then not paid, and Franchisor will retain, the full Initial Fee as Liquidated Damages.~~

~~2. — Onboarding and Mandatory Support Services and Fees.~~

~~2.1 — Franchisor will provide full operational resources, including training and support, for property opening. Franchisor will provide training through various on-line courses on subjects such as quality assurance, housekeeping, preventative maintenance, customer service, and the RFP process. A member of Franchisor's field team will also assist with property operations topics including Systems Standards and use of the System's intranet site. These onboarding services are provided as part of the Initial Fee required in Section 3. Franchisor will arrange for Franchisor's preferred photography provider to take digital photographs of the Hotel in accordance with System Standards for use on our System Websites, third party travel websites and various marketing media and such photographs will be owned by us. Franchisee will pay \$3,560 for the required photo package. Franchisor will provide training for your general manager as set forth in Section of the Agreement if he/she attends the training by the deadline set forth in Section 5.B. The tuition for this mandatory training program is currently \$2,000. Franchisor will conduct an initial inspection of the Hotel, develop a punch list of property improvements needed to meet System Standards, recommend vendors for equipment and supplies and conduct one follow up inspection. Franchisee will pay a PIP Fee of \$2,500 for this Service.~~

~~2.2 — Start Up Platinum Revenue Management Program. Franchisor will provide Start up Platinum Revenue Management Services for a period of four months beginning 30 days from the Opening Date, in accordance with the Revenue Management Policies and Best Practices ("RM Policies") included in System Standards. Services include scheduled communication and accessibility, bi weekly meetings, STR review and evaluation, rate and inventory maintenance, strategic positioning, future demand strategy and targeted promotions and packages. Franchisee will establish the reference room rate for the Hotel upon which all other rates are based ("Rate of the Day") and retain ultimate control over all revenue management decisions. By participating in the Start Up Platinum Revenue Management Program, Franchisee authorizes Franchisor to (i) access Franchisee's room rates, inventory and other Hotel information in our Reservation System, your Hotel's property management system and food and beverage system (if applicable), and any extranet Franchisee has with an on line travel agency or similar distribution company, and (ii) authorize Franchisor to make adjustments to the Hotel's rates, inventory and restrictions in order to comply with the RM Policies without advance notice to Franchisee. Franchisor will not, however, change the Rate of the Day without authorization from Franchisee. In addition, Franchisee may modify or reverse any change Franchisor makes by notifying Franchisor, providing it is consistent with the RM Policies. Franchisee must designate a primary Hotel representative who shall have the authority to make revenue management~~

~~decisions for the Hotel and a secondary representative who shall exercise such authority in the absence of the primary representative. Franchisor may communicate with these representatives by telephone, e-mail or in another manner, and may rely on any communication which Franchisor believes, in good faith, is from them. The cost of Start Up Platinum Revenue Management is included in the Initial Fee. After the conclusion of the Start Up Platinum Revenue Management Program, Franchisee must participate in Gold or Diamond Revenue Management Services at a minimum, with the following exception. Hotels with 200 guest rooms or more must participate in RMS at the service level Franchisor requires.~~

~~3. Definitions.~~

~~3.1 “Approved Plans” means Franchisee’s plans and specifications for constructing or renovating the Hotel initially or after opening, as approved by Franchisor.~~

~~3.2 “Expiration Date” means the end of the fifteenth Franchise Year.~~

~~3.3 “Opening Date” means the date on which Franchisor authorizes Franchisee to open the Hotel for business identified by the Proprietary Marks and using the System.~~

~~3.4 “Renovation Obligation” means Franchisee’s obligation to renovate or upgrade the Hotel in accordance with the Approved Plans and System Standards.~~

~~Conversion Addendum~~

~~[[Property Improvement Plan attached]]~~

TRANSFER ADDENDUM

This Transfer Addendum applies if Franchisee is the transferee of an existing System Hotel.

~~1. Transfer and Assumption. This Transfer Addendum is for the transfer of an existing System Hotel at the Approved Location first granted to _____, (“Prior Franchisee”) in a Franchise Agreement with Franchisor dated _____ (the “Prior Agreement”). Franchisee assumes and obligates itself to perform any and all of the obligations (financial and otherwise) of the Prior Franchisee under the Prior Agreement that are not paid or performed as of the Effective Date, including without limitation, the obligation to pay any unpaid Royalties, Marketing and Global Sales Fees or other amounts due Franchisor and to correct any uncured defaults, except as may be expressly superseded by this Agreement. Franchisee acknowledges that Franchisor may require Franchisee or its staff to complete training on the use of a property managed or similar computer system and software for accessing the Reservation System and pay Franchisor’s then current fees for such training.~~

~~2. Franchisee’s Renovation Obligation.~~

~~2.1 Franchisee must acquire the Approved Location and acquire, equip and supply the Hotel in accordance with this Franchise Agreement and System Standards. Franchisee must provide proof that it owns or leases the Hotel by the Opening Date. Franchisee must maintain control of the Hotel consistent with such documentation during the Term. Franchisee must begin renovation of the Hotel no later than 30 days after the Effective Date. Time is of the essence for completion of the Renovation Obligation. Franchisor may, however, in its sole discretion, grant extensions of time to perform any phase of the Renovation Obligation. The grant of an extension will not waive any other default existing at the time the extension is granted. All renovations must comply with System Standards, any Approved Plans, this Franchise Agreement, and the Property Improvement Plan (“PIP”). Franchisor or its general contractor must carry the insurance required under this Franchise Agreement during renovation. The deadline for completing the Renovation Obligation shall be as specified on any PIP attached to this Agreement, but is otherwise 90 days from the Effective Date. Franchisor may, in its sole discretion, terminate this Agreement by giving written notice to Franchisee (subject to applicable law) if Franchisee does not commence or complete the improvement of the Hotel by the dates specified in the PIP or otherwise and Franchisee fails to do so within five days after Franchisor sends written notice of default. Franchisee must also pay the PIP Reinspection fee, as well as the Reinspection fee described in Section 6F if Franchisee fails to complete any Renovation Obligation by the dates specified in the PIP or otherwise and Franchisor’s representatives must return to the Hotel to inspect it. The difference between the PIP Reinspection fee and the standard Reinspection fee will be refunded if Franchisee has completed the Renovation Obligation as of the date of the reinspection.~~

~~2.2 Franchisee will create plans and specifications for the work described in subsection 1.1 of this Transfer Addendum (based upon System Standards and this Agreement) if Franchisor so requests and submit them for Franchisor’s approval before starting improvement of the Approved Location. Franchisor will not unreasonably withhold or delay its approval, which is intended only to test compliance with System Standards, and not to detect errors or omissions in the work of Franchisee’s architects, engineers, contractors or the like, who must exercise their own independent professional care, skill and diligence in the design and renovation of the Hotel. Franchisor’s review does not cover technical, architectural or engineering factors relating to the existing structure at the Approved Location, or compliance with federal, state or local laws, regulations or code requirements, including without limitation, compliance with the ADA, for which Franchisee’s architect is responsible. Franchisee must allow for 10 days of review each time Franchisee submits Plans to Franchisor for review. Franchisor will not be liable to Franchisee’s lenders, contractors, employees, guests, others, or Franchisee on account of Franchisor’s review or approval of any plans, drawings or specifications, or Franchisor’s inspection of the Hotel, before, during or after the renovation. Any material violation from the Approved Plans requires Franchisor’s prior written approval. Approved Plans must incorporate design elements as set forth in System Standards. Franchisee may purchase furniture, fixtures, equipment and other supplies that it may need during renovation of the Hotel through Franchisor’s affiliate, Worldwide Sourcing Solutions, Inc.’s “Approved Supplier” program. If Franchisee chooses to purchase certain design items from a supplier other than an Approved Supplier, Franchisor may charge you a Custom Interior Design Review Fee, currently \$6,000. This fee will be assessed for Franchisor’s review of custom interior design drawings which Franchisee must submit to Franchisor to ensure compliance with interior design standards. Franchisor may offer other optional architectural and design services for a separate fee. Franchisee will~~

~~promptly provide Franchisor with copies of permits, job progress reports, and other information as it may reasonably request. Franchisor may inspect the work while in progress without prior notice.~~

~~2.3 Franchisee may continue to identify and operate the Hotel as part of the System while Franchisee performs the Renovation Obligation, if any.~~

~~3. Mandatory Support Services and Fees~~

~~3.1 Franchisor will provide training for your general manager as set forth in Section of the Agreement if he/she attends the training by the deadline set forth in Section 5.B. The tuition for this mandatory training program is currently \$2,000. Franchisor will conduct an initial inspection of the Hotel, develop a punch list of property improvements needed to meet System Standards, recommend vendors for equipment and supplies and conduct one follow up inspection. Franchisee will pay a PIP Fee of \$2,500 for this Service.~~

~~4. Definitions.~~

~~4.1 “Approved Plans” means Franchisee’s plans and specifications for constructing or renovating the Hotel initially or after opening, as approved by Franchisor.~~

~~4.2 “Effective Date” means the date that Franchisee first takes possession of the Hotel, even if Franchisee signs this Franchise Agreement after the date that it first takes possession of the Hotel.~~

~~4.3 “Expiration Date” means the end of the fifteenth Franchise Year.~~

~~4.4 “Opening Date” means the date on which Franchisor authorizes Franchisee to open the Hotel for business identified by the Proprietary Marks and using the System, even if Franchisee signs this Franchise Agreement after that date. Unless Franchisor requires that Franchisee closes the Hotel to perform any pre-opening Renovation Obligation, the Opening Date is the Effective Date.~~

~~4.5 “Renovation Obligation” means Franchisee’s obligation to renovate or upgrade the Hotel in accordance with the Approved Plans and System Standards.~~

~~Transfer Addendum~~

~~[[Property Improvement Plan attached]]~~

RENEWAL ADDENDUM

This Renewal Addendum applies if Franchisee is renewing the franchise for an existing System Hotel by entering into a new Franchise Agreement.

~~1. Continuing Obligation. This Renewal Addendum is for the renewal of the Franchise for an existing System Hotel at the Approved Location first granted to Franchisee in a Franchise Agreement with Franchisor dated _____ (the "Prior Agreement"). Franchisee must perform any and all of its obligations (financial and otherwise) under the Prior Agreement remaining as of the date of this Agreement and correct any uncured defaults, except as may be expressly superseded by this Agreement.~~

~~2. Franchisee's Renovation Obligation.~~

~~2.1 Franchisee must renovate and improve the Hotel in accordance with this Franchise Agreement and System Standards. Franchisee must provide proof that it owns or leases the Hotel by the Opening Date. Franchisee must maintain control of the Hotel consistent with such documentation during the Term. Franchisee must begin renovation of the Hotel no later than 30 days after the Effective Date. Time is of the essence for completion of the Renovation Obligation. Franchisor may, however, in its sole discretion, grant extensions of time to perform any phase of the Renovation Obligation. The grant of an extension will not waive any other default existing at the time the extension is granted. All renovations must comply with System Standards, any Approved Plans, this Franchise Agreement, and the Property Improvement Plan ("PIP"). Franchisor or its general contractor must carry the insurance required under this Franchise Agreement during renovation. The deadline for completing the Renovation Obligation shall be as specified on any PIP attached to this Agreement, but is otherwise 90 days from the Effective Date. Franchisor may, in its sole discretion, terminate this Agreement by giving written notice to Franchisee (subject to applicable law) if Franchisee does not commence or complete the improvement of the Hotel by the dates specified in the PIP or otherwise and Franchisee fails to do so within five days after Franchisor sends written notice of default. Franchisee must also pay the PIP Reinspection fee, as well as the Reinspection fee described in Section 6F if Franchisee fails to complete any Renovation Obligation by the dates specified in the PIP or otherwise and Franchisor's representatives must return to the Hotel to inspect it. The difference between the PIP Reinspection fee and the standard Reinspection fee will be refunded if Franchisee has completed the Renovation Obligation as of the date of the reinspection.~~

~~2.2 Franchisee will create plans and specifications for the work described in subsection 1.1 of this Renewal Addendum (based upon System Standards and this Agreement) if Franchisor so requests and submit them for Franchisor's approval before starting improvement of the Approved Location. Franchisor will not unreasonably withhold or delay its approval, which is intended only to test compliance with System Standards, and not to detect errors or omissions in the work of Franchisee's architects, engineers, contractors or the like, who must exercise their own independent professional care, skill and diligence in the design and renovation of the Hotel. Franchisor's review does not cover technical, architectural or engineering factors relating to the existing structure at the Approved Location, or compliance with federal, state or local laws, regulations or code requirements, including without limitation, compliance with the ADA, for which Franchisee's architect is responsible. Franchisee must allow for 10 days of review each time Franchisee submits Plans to Franchisor for review. Franchisor will not be liable to Franchisee's lenders, contractors, employees, guests, others, or Franchisee on account of Franchisor's review or approval of any plans, drawings or specifications, or Franchisor's inspection of the Hotel, before, during or after the renovation. Any material violation from the Approved Plans requires Franchisor's prior written approval. Approved Plans must incorporate design elements as set forth in System Standards. Franchisee may purchase furniture, fixtures, equipment and other supplies that it may need during renovation of the Hotel through Franchisor's affiliate, Worldwide Sourcing Solutions, Inc.'s "Approved Supplier" program. If Franchisee chooses to purchase certain design items from a supplier other than an Approved Supplier, Franchisor may charge you a Custom Interior Design Review Fee, currently \$6,000. This fee will be assessed for Franchisor's review of custom interior design drawings which Franchisee must submit to Franchisor to ensure compliance with interior design standards. Franchisor may offer other optional architectural and design services for a separate fee. Franchisee will promptly provide Franchisor with copies of permits, job progress reports, and other information as it may reasonably request. Franchisor may inspect the work while in progress without prior notice.~~

~~2.3 Franchisor will conduct an initial inspection of the Hotel, develop a punch list of property improvements needed to meet System Standards, recommend vendors for equipment and supplies and conduct one follow up inspection. Franchisee will pay a PIP Fee of \$2,500 for this service.~~

~~2.4 Franchisee may continue to identify and operate the Hotel as part of the System while Franchisee performs the Renovation Obligation, if any.~~

~~3. Definitions.~~

~~3.1 “Approved Plans” means Franchisee’s plans and specifications for constructing or renovating the Hotel initially or after opening, as approved by Franchisor.~~

~~3.2 “Expiration Date” means the end of the fifteenth Franchise Year.~~

~~3.3 “Opening Date” has the same meaning as Effective Date.~~

~~3.4 “Renovation Obligation” means Franchisee’s obligation to renovate or upgrade the Hotel in accordance with the Approved Plans and System Standards.~~

Renewal Addendum

~~[Property Improvement Plan attached]~~

ASSIGNMENT AND ASSUMPTION AGREEMENT

This "Agreement" is made and entered into as of _____, 20__ (the "Effective Date") by and among _____, ("Assignor"), _____, ("Assignee"), and WYNDHAM FRANCHISOR, LLC, a Delaware limited liability company (the "Company").

Recitals. Assignor is the Franchisee under a Franchise Agreement, dated as of _____, 200__ with the Company (the "Franchise Agreement"). The Franchise Agreement is attached to this Agreement as Exhibit A and relate to the granting of a Wyndham System franchise for a lodging facility designated as Unit No. _____ (the "Facility") to be developed at _____. Assignor is conveying the Facility to Assignee. Assignor desires to assign the Franchise Agreement to Assignee and Assignee desires to assume and accept the rights and obligations under the Franchise Agreement, effective as of the date of this Agreement.

IN CONSIDERATION of the premises, the mutual promises in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, it is agreed as follows:

1. _____ Assignor assigns, transfers, bargains, sells, and delegates to Assignee all of its rights, title and interest in and to the Franchise Agreement, and its obligations existing and arising in the future, under the Franchise Agreement.

2. _____ Assignee accepts and assumes the rights, benefits and obligations of the Franchisee under the Franchise Agreement, effective as of the date of this Agreement, including all existing and future obligations to pay and perform under the Franchise Agreement. Assignor shall remain secondarily liable for payment and performance of the Franchise Agreement. The owners of Assignee have executed the Guaranty attached to this Agreement.

3. _____ To induce the Company to consent to this Agreement and the assignment of the Franchise Agreement, Assignee adopts and makes to the Company the representations and warranties of Franchisee set forth in Section 23 of the Franchise Agreement as of the effective date of this Agreement. Assignee is the owner of fee simple title to the Facility as of the effective date of this Agreement. Assignee's Owners are shown on Exhibit B attached to this Agreement.

4. _____ Assignee will deliver, together with this Agreement, evidence of insurance meeting System Standards, as contemplated under the Franchise Agreement and the System Standards Manuals.

5. _____ This Agreement shall be deemed a supplement to and modification of the Franchise Agreement. All references to "the Franchise Agreement" contained therein shall mean and refer to the original form of Franchise Agreement and related agreements as the case may be, as modified by any prior amendments and addenda and this Agreement. Except as expressly stated, no further supplements to or modifications of the Franchise Agreement are contemplated by the parties. There are no oral or other written arrangements between the Company and Assignor except as expressly stated in the Franchise Agreement and any written amendment or addendum thereto included as part of Exhibit "A". The Franchise Agreement, as previously modified, is incorporated by this reference.

6. _____ Assignor and Assignee acknowledge that the Company has not participated in the negotiation and documentation of the transfer transaction between the parties, and neither has made any representation or warranty, nor furnished any information to either party. Assignee waives any and all claims against the Company, and its respective officers, directors, shareholders, affiliated corporations, employees and agents arising out of the transfer of the Facility. Assignee expressly acknowledges that the Company was not a participant in such transaction and that the Company has no liability in connection therewith. Assignee acknowledges that it has made such investigations of Assignor and the Facility as it believes appropriate.

7. _____ Any notice required under the Franchise Agreement to be sent to Assignee shall be directed to:

ASSIGNEE:

Name: _____, Street: _____, City, State & Zip: _____, Attn: _____.

~~8. The Company consents to the assignment and assumption of the Franchise Agreement as provided in this Agreement. No waivers of performance or extensions of time to perform are granted or authorized. The Company will treat Assignee as the Franchisee under the Franchise Agreement. The Franchise of Assignor under Section 1 of the Franchise Agreement will be terminated effective as of the date of this Agreement. The Franchise Term of Assignee begins on the date of this Agreement and expires on the date of original Franchise Term of Assignor expires.~~

~~9. Assignee agrees that, notwithstanding anything to the contrary in the Agreements, you will report and pay to us all Royalty Fees, Global Sales and Marketing Fees and other fees and charges due under the Agreements on line via our self-service Electronic Invoice Presentment and Payment tool ("WynPay") accessible through our Chain or System intranet. In the WynPay on line environment, payments can be made either through the electronic check payment channel or the credit card payment channel. We reserve the right to change, from time to time, the technologies or other means for reporting and paying fees to us by amending the System Standards Manual.~~

~~IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement effective as of the date first above written.~~

THE COMPANY:

WYNDHAM FRANCHISOR, LLC

By: _____

Vice President

ASSIGNOR:

By: _____
Title: _____

ASSIGNEE:

By: _____
Title: _____

~~Exhibit "A" Franchise Agreement and related Agreements.~~
~~Exhibit "B" Owners of Assignee~~
~~Guaranty~~

EXHIBIT A

THE AGREEMENTS

~~Copies of the Franchise Agreement and other related documents follow this page.~~

EXHIBIT B

Attachment A of the Franchise Agreement is hereby amended as follows:

1. ~~Owners (names, addresses and percentage equity interests; attach separate exhibit if necessary):~~

a. ~~Of Assignee:~~ ~~Ownership %~~

~~Name: _____~~
~~Address: _____~~
~~_____~~
~~_____~~

~~Name: _____~~
~~Address: _____~~
~~_____~~
~~_____~~

~~Name: _____~~
~~Address: _____~~
~~_____~~
~~_____~~

~~Name: _____~~
~~Address: _____~~
~~_____~~
~~_____~~

GUARANTY

~~_____ To induce WYNDHAM FRANCHISOR, LLC its successors and assigns (“you”) to accept the Assignment and Assumption Agreement (the “Agreement”, relating to the Franchise Agreement attached to the Assignment and Assumption Agreement) with the party named as the “Assignee,” to which this Guaranty is attached, the undersigned, personally, jointly and severally (“we, “our” or “us”), irrevocably and unconditionally (i) warrant to you that Assignee’s representations and warranties in the Agreement are true and correct as stated, and (ii) guaranty that Franchisee’s obligations under the Agreement, including any amendments will be punctually paid and performed, from and after the time Assignee becomes the Franchisee under the Franchise Agreement.~~

~~_____ Upon default by Franchisee and notice from you we will immediately make each payment and perform or cause Franchisee to perform, each unpaid or unperformed obligation of Franchisee under the Agreement. Without affecting our obligations under this Guaranty, you may without notice to us extend, modify or release any indebtedness or obligation of Franchisee, or settle, adjust or compromise any claims against Franchisee. We waive notice of amendment of the Agreement and the underlying Franchise Agreement. We acknowledge that Section 27 of the Franchise Agreement, including Remedies, Venue and Dispute Resolution, and Waiver of Jury Trial, applies to this Guaranty.~~

~~_____ Upon the death of an individual guarantor, the estate of the guarantor will be bound by this Guaranty for obligations of Franchisee to you existing at the time of death, and the obligations of all other guarantors will continue in full force and effect.~~

~~_____ This Guaranty may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one in the same instrument.~~

~~_____ IN WITNESS WHEREOF, each of us has signed this Guaranty effective as of the date of the Agreement.~~

GUARANTORS:

_____	_____
_____	Name: _____
_____	Address: _____
_____	_____
_____	Name: _____
_____	Address: _____

[Page Intentionally Left Blank]

**~~ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE
CALIFORNIA FRANCHISE INVESTMENT LAW~~**

~~_____ This Addendum to the Franchise Agreement by and between WYNNDHAM FRANCHISOR, LLC (“we”, “our” or “us”) and _____ (“you”) is dated _____, 20__.~~

~~Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions shall supersede and apply:~~

~~1. Our right to terminate the Franchise Agreement under Section 17.A if you commence a bankruptcy proceeding may not be enforceable under federal bankruptcy law.~~

~~2. Under Section 1671 of the California Civil Code, certain liquidated damages clauses are unenforceable.~~

~~3. The Franchise Agreement requires application of the laws and forum of New Jersey. These provisions may not be enforceable under California law.~~

~~4. The California Franchise Relations Act (Business and Professions Code Section 20000 through 20043) provides rights to you concerning termination, transfer, or nonrenewal of a franchise. If the Franchise Agreement is inconsistent with the law, the law will control.~~

~~5. If the Franchise Agreement requires you to execute a general release of claims upon renewal or transfer of the Franchise Agreement, California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000-31516). California Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000-20043). To the extent required by such laws, Franchisee shall not be required to execute a general release.~~

~~6. The provisions of the Franchise Agreement which waive punitive damages and trial by jury may not be enforceable in California under current court decisions which may supersede the Franchise Agreement.~~

~~7. All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. Only the Sections specifically added to or amended by this Addendum shall be affected. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of California.~~

_____~~IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.~~

WYNDHAM FRANCHISOR, LLC

By:_____
_____(Vice) President

~~YOU, as franchisee:~~

By:_____
Name:_____
Title:_____

**~~ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO
ILLINOIS LAW~~**

~~_____ This Addendum to the Franchise Agreement by and between WYNDHAM FRANCHISOR, LLC (“we”, “our” or “us”) and _____ (“you”) is dated _____, 20__.~~

~~The following provisions supersede and control any conflicting provisions of the Franchise Agreement, the OPERA Supplemental Services Agreement, Signature Reservation Services Agreement, Hotel Revenue Management Agreement, Three Party Agreement, Lender Notification Agreement, Termination and Release Agreement and Assignment and Assumption Agreement:~~

~~Illinois law governs the Franchise Agreement.~~

~~In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in the Franchise Agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, the Franchise Agreement may provide for arbitration to take place outside of Illinois.~~

~~Franchisees’ rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.~~

~~In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.~~

~~IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.~~

~~_____ WYNDHAM FRANCHISOR, LLC~~

~~_____ By: _____
_____ (Vice) President~~

~~_____ YOU, as franchisee:
_____~~

~~_____ By: _____
_____ Name: _____
_____ Title: _____~~

**~~ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE
MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW~~**

~~_____ This Addendum to the Franchise Agreement by and between WYNDHAM FRANCHISOR, LLC (“we”, “our” or “us”) and _____ (“you”) is dated _____, 20__.~~

~~1. Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provision shall supersede and apply to all franchises offered and sold under the laws of the State of Maryland:~~

~~No release language set forth in Sections 2, 15.D or elsewhere in the Franchise Agreement shall relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Maryland. Pursuant to the Maryland Franchise Registration and Disclosure Law, any claim by you under such law must be brought within three years of the grant of the franchise. You may file this action in any Maryland court or Federal court located in Maryland.~~

~~2. Section 17.A of the Franchise Agreement provides that the Franchise will automatically terminate upon your bankruptcy. This provision may not be enforceable under Federal bankruptcy law (11 U.S.C. Section 101 et seq.).~~

~~3. The Franchise Agreement states that New Jersey law generally applies. However, the conditions under which your franchise can be terminated and your rights upon nonrenewal may be affected by Maryland laws, and we will comply with that law in Maryland.~~

~~4. Notwithstanding anything to the contrary stated in Section 27.B, you may bring a lawsuit in Maryland against us for claims arising under the Maryland Franchise Registration and Disclosure Law.~~

~~IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.~~

~~WYNDHAM FRANCHISOR, LLC~~

~~BY: _____
_____(Vice) President~~

~~YOU, as franchisee:
_____~~

~~By: _____
Name: _____
Title: _____~~

**~~ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO
THE MINNESOTA FRANCHISE INVESTMENT LAW~~**

~~This Addendum to the Franchise Agreement by and between Wyndham Franchisor, LLC (“we”, “our” or “us”) and _____ (“you”) is dated _____, 20__.~~

~~Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions shall supersede and apply:~~

~~1. The following language is added at the end of Section 27.B of the Franchise Agreement:~~

~~Minnesota Statutes, Section 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. Nothing in the Franchise Disclosure Document or this Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of Minnesota.~~

~~2. Minnesota law provides franchisees with certain termination, non-renewal and transfer rights. Minnesota Statutes, Section 80C. 14, Subdivisions 3, 4 and 5 require, except in certain specified cases, that a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of the Franchise Agreement and that consent to the transfer of the franchise will not be unreasonably withheld.~~

~~3. We will not require you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22, provided that the foregoing shall not bar the voluntary settlement of disputes.~~

~~4. You understand that Minnesota law limits you to a three-year period from the date a claim accrues in which to bring any claim against us for a violation of Minnesota Statutes, Section 80C.17.~~

~~5. To the extent required by the Minnesota Franchise Act, we will protect your rights to use the trademarks, service marks, trade names, logo types or other commercial symbols related to the trademarks or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the trademarks, provided you are using the names and marks in accordance with the Franchise Agreement.~~

~~6. All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. Only the Sections specifically added to or amended by this Addendum shall be affected. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of Minnesota.~~

~~IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.~~

WYNDHAM FRANCHISOR, LLC

By: _____
_____(Vice) President

YOU, as franchisee:

By: _____
Name: _____
Title: _____

**~~ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO
THE NEW YORK GENERAL BUSINESS LAW~~**

~~_____ This Addendum to the Franchise Agreement by and between WYNDHAM FRANCHISOR, LLC (“we”, “our” or “us”) and _____ (“you”) is dated _____, 20__.~~

~~The following provisions supersede and control any conflicting provisions of the Franchise Agreement:~~

~~1. Section 15.D is amended by adding the following statement immediately after the first sentence of such Section:~~

~~However, 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 related regulations shall remain in force; it being the intent of this proviso to satisfy the non-waiver provisions of GBL, Sections 687.4 and 687.5.~~

~~2. Section 15.A is amended by adding the following statement immediately after the first sentence of such Section:~~

~~However, no assignment shall be made except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under this Agreement.~~

~~3. You acknowledge that, pursuant to Section 1136 of the New York Tax Law, we are obligated to file an annual information return with the New York State Department of Taxation and Finance which identifies, among other things, the “gross sales” of your franchise as you reported such “gross sales” to us. You release any claim against us or our agents relating to our filing of an information return pursuant to Section 1136 of the New York Tax Law.~~

~~IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.~~

~~WYNDHAM FRANCHISOR, LLC~~

~~By: _____
_____(Vice) President~~

~~YOU, as franchisee:
_____~~

~~By: _____
Name: _____
Title: _____~~

**~~ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE
NORTH DAKOTA FRANCHISE INVESTMENT LAW~~**

~~This Addendum to the Franchise Agreement by and between WYNNDHAM FRANCHISOR, LLC (“we”, “our” or “us”) and _____ (“you”) is dated _____, 20____.~~

~~The following provisions supersede and control any conflicting provisions of the Franchise Agreement:~~

~~1. Liquidated damages are prohibited by law in the State of North Dakota.~~

~~2. The Franchise Agreement will be governed and construed under the laws of the State of North Dakota. Any provision in the Franchise Agreement which designates jurisdiction or venue, or requires you to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted from any Franchise Agreement issued in the State of North Dakota. Any non-competition covenants contained in the Franchise Agreement shall be subject to the North Dakota laws on franchising.~~

~~3. Any provisions in the Franchise Agreement (including but not limited to Section 27.E) which require you to waive the right to a jury trial, or exemplary or punitive damages are deleted from any Agreements issued in the State of North Dakota.~~

~~4. Section 2 of the Franchise Agreement is revised to provide that a general release shall not be required as a condition to renewal.~~

~~IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.~~

WYNDHAM FRANCHISOR, LLC

By: _____
_____(Vice) President

YOU, as franchisee:

By: _____
Name: _____
Title: _____

**~~ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE
RHODE ISLAND FRANCHISE INVESTMENT ACT~~**

~~_____ This Addendum to the Franchise Agreement by and between WYNDHAM FRANCHISOR, LLC (“we” “our” or “us”) and _____ (“you”) is dated _____, 20__.~~

~~_____ Notwithstanding anything to the contrary stated in Section 27.B or elsewhere in the Franchise Agreement, the Franchise Agreement shall be governed by Rhode Island law with respect to any claim enforceable under the Rhode Island Franchise Investment Act.~~

~~Sections 27.C and 27.B of the Franchise Agreement are supplemented by the addition of the following:~~

~~“§ 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 the Act.”~~

~~_____ IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.~~

WYNDHAM FRANCHISOR, LLC

By: _____
_____ (Vice) President

YOU, as franchisee:

By: _____
Name: _____
Title: _____

**~~ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO
THE WASHINGTON FRANCHISE INVESTMENT PROTECTION ACT~~**

~~_____ This Addendum to the Franchise Agreement by and between WYNDHAM FRANCHISOR, LLC (“we”, “our” or “us”) and _____ (“you”) is dated _____, 20__.~~

~~The State of Washington has a statute, RCW 19.100.180, which 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 the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.~~

~~A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act 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, 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.~~

~~The undersigned does hereby acknowledge receipt of this Addendum.~~

~~Dated this _____ day of _____, 20__.~~

~~WYNDHAM FRANCHISOR, LLC~~

~~By: _____
_____(Vice) President~~

~~YOU, as franchisee:
_____~~

~~By: _____
Name: _____
Title: _____~~



22 Sylvan Way
Parsippany, NJ 07054
Attention: Franchise Sales
(FAX) 973-753-4121

Franchise Application

• We would like to thank you for your interest in obtaining a Wyndham Hotel Group franchise. We appreciate the time and effort needed to complete the requested information. Your cooperation will assist us in processing your application.

Because each step is critical in the application process, we have included an "Application Checklist" which will provide step by step guidance that will assist in avoiding unnecessary delays in the processing of your application.

Please forward the completed Application and all supporting documentation to your Wyndham Sales Representative who will be able to address any questions you may have.



WYNDHAM GRAND

DOLCE
HOTELS AND RESORTS

esplendor
BOUTIQUE HOTELS

DAZZLER
HOTELS

WYNDHAM

TRYP
BY WYNDHAM

TM
TRADEMARK
COLLECTION BY WYNDHAM

LAQUINTA

WINGATE
BY WYNDHAM

WYNDHAM
GARDEN

HAWTHORN
SUITES BY WYNDHAM

AmericInn

RAMADA
WORLDWIDE

BAYMONT
INN & SUITES

MICROTEL
BY WYNDHAM

Days Inn

Super
8

Howard Johnson

Travelodge

Wyndham Hotel Group Application Checklist

APPLICATION FOR CONVERSIONS AND NEW CONSTRUCTION

Please review this checklist to avoid unnecessary delays in the processing of your application.



Did You Remember To Include:

☐

FDD Receipt Page

☐

- Must be signed and dated, by a managing member or other executive officer

Fully Completed Application

- In general information on page 2, please include the closest major intersection or Landmark if no physical address is available. (New Construction ONLY)
- Please complete all ownership information on pages 3-4 (you may attach additional copies of page 4 if necessary):
 - Entity name controlling and/or purchasing the hotel (LLC, Corp, etc.)
 - Complete owner names and addresses, shareholder percentages (must equal 100%), emails and social security numbers
- All owners must also sign, date and provide their social security number on page 5

☐

Personal Financial Statements

- Provide a personal financial statement for at least two thirds (67%) ownership
- Financials must be signed and dated, clearly stating net worth. (Tax returns are not acceptable)

☐

Entity Formation Documents

- State filed and executed "Articles of Formation/Organization"
- Operating Agreement (LLC), By Laws/Stock Certificates (Corp) and Partnership Agreement
- Must include ownership breakdown percentages and be fully executed/signed

☐

Land Control

- Recorded Warranty Deed, Lease Agreement and/or Purchase Agreement if you currently own or lease the property

☐

Application Fee: Payable to Wyndham Hotel Group

Please note: We will not be able to process your application until all of the items above are received. Please forward these items as soon as possible to avoid any potential delays in your closing. The change of ownership/transfer process generally takes 30 +/- days to complete.

GENERAL INFORMATION

Prospective Location:

CITY _____ COUNTY _____ STATE _____ ZIP _____

STREET ADDRESS _____ CURRENT

NAME OF FACILITY OR BRAND AFFILIATION _____ PROPERTY PHONE _____

_____ PROPERTY FAX _____ CLOSEST _____ MAJOR

INTERSECTION OR LANDMARK _____ ROOMS _____

APPLICATION TYPE (Check One)

- ☐ New Construction
- ☐ Conversion
- ☐ Franchise Renewal
- ☐ Change of Ownership
- ☐ Receiver
- ☐ Lender
- ☐ Brand Repositioning
(e.g. Ramada to Days Inn)

BRAND (Check One)

- ☐ AmericInn
- ☐ Baymont
- ☐ Days Inn
- ☐ Hawthorn
- ☐ Howard Johnson
- ☐ La Quinta
- ☐ Microtel
- ☐ Ramada
- ☐ Super 8
- ☐ The Registry Collection
- ☐ Trademark
- ☐ Travelodge
- ☐ TRYP
- ☐ Wingate
- ☐ Wyndham Garden
- ☐ Wyndham
- ☐ Wyndham Grand

APPLICANT (Check One)

- ☐ Individual/Sole Proprietor
- ☐ Multiple Individuals
- ☐ Partnership
 - ☐ Limited
 - ☐ General
 - ☐ Limited Liability
- ☐ Corporation
- ☐ Joint Venture
- ☐ Limited Liability Company
- ☐ Other

Please refer to the respective FDD for the Application Fee amount, to be paid by check made payable to the desired brand. This fee is non-refundable except in the event that a franchise is not offered to the applicant because of proximity to another facility of the desired brand. In such event, Wyndham Hotel Group will refund the Application Fee.

APPLICANT INFORMATION

Please provide below the name of a principal contact, to whom all correspondence should be addressed and who has authority to act for and bind the applicant to a contract.

Principal Contact _____

NAME: ☐ Mr. ☐ Mrs. ☐ Ms. _____ PHONE _____

TITLE (President, VP, Treasurer, etc.) _____

ENTITY NAME (if applicable) _____

FAX _____ EMAIL ADDRESS _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____

SPOUSE _____

If the proposed purchaser of franchise will be an entity, please provide below a breakdown of the beneficial ownership of the entity. If another entity will be an owner or the purchaser, then the beneficial ownership breakdown for that entity must be provided as well on a separate sheet.

APPLICANT HOTEL EXPERIENCE

Other WHG lodging facilities in which the applicant or its principals have, or have had an interest: (attach resume if available)

<u>Name</u>	<u>Location</u>	<u>Type of Interest and %</u> (i.e. Owner, Management, Other)	<u>How long have you owned/ operated this facility?</u>
1) _____	_____	_____	_____
2) _____	_____	_____	_____
3) _____	_____	_____	_____
4) _____	_____	_____	_____
5) _____	_____	_____	_____
6) _____	_____	_____	_____
7) _____	_____	_____	_____
8) _____	_____	_____	_____
9) _____	_____	_____	_____
10) _____	_____	_____	_____

ENTITY OWNERSHIP BREAKDOWN

NAME: ☐ Mr. ☐ Mrs. ☐ Ms. _____ % Owned _____

TITLE (President, VP, Treasurer, etc.) _____

PHONE _____ FAX _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____

SOCIAL SECURITY # _____

NAME: ☐ Mr. ☐ Mrs. ☐ Ms. _____ % Owned _____

TITLE (President, VP, Treasurer, etc.) _____

PHONE _____ FAX _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____

SOCIAL SECURITY # _____

NAME: ☐ Mr. ☐ Mrs. ☐ Ms. _____ % Owned _____

TITLE (President, VP, Treasurer, etc.) _____

PHONE _____ FAX _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____

SOCIAL SECURITY # _____

NAME: ☐ Mr. ☐ Mrs. ☐ Ms. _____ % Owned _____

TITLE (President, VP, Treasurer, etc.) _____

PHONE _____ FAX _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____

SOCIAL SECURITY # _____

NAME: ☐ Mr. ☐ Mrs. ☐ Ms. _____ % Owned _____

TITLE (President, VP, Treasurer, etc.) _____

PHONE _____ FAX _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____

SOCIAL SECURITY # _____

NOTE: Ownership breakdown must equal 100%. Applicant Information needed for all individuals with 20% or greater interest in the franchise. Attach extra sheets if necessary.

Wyndham Hotel Group reserves the right to approve or disapprove the Application in its sole discretion, and to withdraw its approval at any time before a Wyndham Hotel Group franchisor executes a definitive Franchise Agreement. There shall be no binding agreement or obligations on either party with regard to the Application or the proposed facility unless and until both parties have executed and delivered a definitive Franchise Agreement.

NOTE: THIS APPLICATION IS INTENDED TO OBTAIN CERTAIN PRE-QUALIFYING INFORMATION. ANY OFFER TO SELL AND ANY SOLICITATION OF AN OFFER TO BUY A FRANCHISE FOR A WYNDHAM HOTEL GROUP FRANCHISOR'S CHAIN FACILITY IS MADE ONLY BY MEANS OF THE FRANCHISE DISCLOSURE DOCUMENT AND ONLY IN STATES WHERE SUCH OFFERS AND SOLICITATIONS ARE PERMITTED BY LAW.

~~Applicant represents and warrants to Wyndham Hotel Group that the enclosed information is true, complete, and correct as of the date of the Application, and agrees to supply such additional information, documents, statements or data as may be requested by Wyndham Hotel Group, and to supplement and correct the information supplied promptly after any earlier submission becomes inaccurate or incomplete.~~

~~As part of the application process, the undersigned, acting for any entity that is the applicant and as agent for the persons listed as owners of the entity or as participants in the proposed franchise, authorizes Wyndham Hotel Group and its affiliates to conduct a background investigation of the financial condition, general character and reputation of the applicant, its officers, partners, directors, shareholders, owners and managers. The undersigned authorizes the release of such information to Wyndham Hotel Group and its affiliates by all financial institutions, credit bureaus, other public and private reporting organizations, government, regulatory entities, employers, and other references contacted by Wyndham Hotel Group or its affiliates in connection with this application.~~

~~The undersigned further authorizes Wyndham Hotel Group to communicate to the applicant and all persons or entities named in this application via electronic mail.~~

~~DATE _____ SIGNED _____~~

~~Email address: _____~~

~~TITLE _____~~

~~SOCIAL SECURITY # _____~~

~~DATE _____ SIGNED _____~~

~~Email address: _____~~

~~TITLE _____~~

~~SOCIAL SECURITY # _____~~

~~DATE _____ SIGNED _____~~

~~Email address: _____~~

~~TITLE _____~~

~~SOCIAL SECURITY # _____~~

SITE INFORMATION

• Location is controlled by:

A. Title holder _____

B. Lease. Landlord/Lesser _____

Lessee _____

C. Option agreement. Beneficial holder _____

Option expiration date _____

D. Contract to purchase. Anticipated closing date _____

E. Receivership _____

F. Lender _____

G. Other. Explain _____

FACILITY PROFILE

Location Type

☐ Airport ☐ Urban ☐ Suburban ☐ Interstate ☐ Resort ☐ Small Metro/Town

Product Type (e.g. Inn, Hotel, Plaza, etc.) _____

Size of lot _____

Total Number of Rentable Guest Rooms _____ Number of standard rooms _____

Number of suites _____ Number of parking spaces _____ Number of floors _____

Corridor Type: ☐ Interior ☐ Exterior ☐ Other (please specify) _____

Food/Beverage Facilities/Amenities (check where applicable)

☐ Restaurant (Seats) ☐ Lounge/Bar (Seats)

☐ Pool ☐ Gift Shop ☐ Exercise Room

☐ Meeting Rooms (# of Rooms & Total Square Footage _____ Sq. Ft.)

Rolling 12 Months Performance:

Occ % _____ ADR _____ RevPAR _____

EXHIBIT C-2

[Page Intentionally Left Blank]



GENERAL TERMS

Oracle General Terms Reference:	(To be completed by Oracle)

These General Terms (these “General Terms”) are between Oracle America, Inc. (“Oracle”) and the individual or entity identified below in the signature block. To place orders subject to these General Terms, at least one Schedule (as defined below) must be incorporated into these General Terms. If a term is relevant only to a specific Schedule, that term will apply only to that Schedule if and/or when that Schedule is incorporated into these General Terms.

1. DEFINITIONS

1.1 **“Hardware”** refers to the computer equipment, including components, options and spare parts.

1.2 **“Integrated Software”** refers to any software or programmable code that is (a) embedded or integrated in the Hardware and enables the functionality of the Hardware or (b) specifically provided to You by Oracle under Schedule H and specifically listed (i) in accompanying documentation, (ii) on an Oracle webpage or (iii) via a mechanism that facilitates installation for use with Your Hardware. Integrated Software does not include and You do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, operating systems, development tools, or system management software or other code that is separately licensed by Oracle. For specific Hardware, Integrated Software includes Integrated Software Options (as defined in Schedule H) separately ordered.

1.3 **“Master Agreement”** refers to these General Terms (including any amendments thereto) and all Schedule(s) incorporated into the Master Agreement (including any amendments to those incorporated Schedule(s)). The Master Agreement governs Your use of the Products and Service Offerings ordered from Oracle or an authorized reseller.

1.4 **“Operating System”** refers to the software that manages Hardware for Programs and other software.

1.5 **“Products”** refers to Programs, Hardware, Integrated Software and Operating System.

1.6 **“Programs”** refers to (a) the software owned or distributed by Oracle that You have ordered under Schedule P, (b) Program Documentation and (c) any Program updates acquired through technical support. Programs do not include Integrated Software or any Operating System or any software release prior to general availability (e.g., beta releases).

1.7 **“Program Documentation”** refers to the Program user manual and Program installation manuals. Program Documentation may be delivered with the Programs. You may access the documentation online at <http://oracle.com/documentation>.

1.8 **“Schedule”** refers to all Oracle Schedules to these General Terms as identified in Section 2.

1.9 **“Separate Terms”** refers to separate license terms that are specified in the Program Documentation, readmes or notice files and that apply to Separately Licensed Third Party Technology.

1.10 **“Separately Licensed Third Party Technology”** refers to third party technology that is licensed under Separate Terms and not under the terms of the Master Agreement.

1.11 **“Service Offerings”** refers to technical support, education, hosted/outsourcing services, cloud services, consulting, advanced customer support services, or other services which You have ordered. Such Service Offerings are further described in the applicable Schedule.

1.12 **“You”** and **“Your”** refers to the individual or entity that has executed these General Terms.

2. MASTER AGREEMENT TERM AND APPLICABLE SCHEDULES

Orders may be placed under the Master Agreement for five years from the Effective Date (indicated below in Section 17). As of the Effective Date, the following Schedules are incorporated into the Master Agreement: Schedule H – Hardware, Schedule P – Program, and Schedule C – Cloud Services.

The Schedules set forth terms and conditions that apply specifically to certain types of Oracle offerings which may be different than, or in addition to, these General Terms.

3. SEGMENTATION

The purchase of any Products and related Service Offerings or other Service Offerings are all separate offers and separate from any other order for any Products and related Service Offerings or other Service Offerings You may receive or have received from Oracle. You understand that You may purchase any Products and related Service Offerings or other Service Offerings independently of any other Products or Service Offerings. Your obligation to pay for (a) any Products and related Service Offerings is not contingent on performance of any other Service Offerings or delivery of any other Products or (b) other Service Offerings is not contingent on delivery of any Products or performance of any additional/other Service Offerings. You acknowledge that You have entered into the purchase without reliance on any financing or leasing arrangement with Oracle or its affiliate.

4. OWNERSHIP

Oracle or its licensors retain all ownership and intellectual property rights to the Programs, Operating System, Integrated Software and anything developed or delivered under the Master Agreement.

5. INDEMNIFICATION

5.1 Subject to sections 5.5, 5.6 and 5.7 below, if a third party makes a claim against either You or Oracle ("Recipient" which may refer to You or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, hardware, or material (collectively, "Material") furnished by either You or Oracle ("Provider" which may refer to You or Oracle depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations; and
- c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

5.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid to the other party for it and, if Oracle is the Provider of an infringing Program, any unused, prepaid technical support fees You have paid to Oracle for the license of the infringing Program. If such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order.

5.3 Notwithstanding the provisions of section 5.2 and with respect to hardware only, if the Provider believes or it is determined that the hardware (or portion thereof) may have violated a third party's intellectual property rights, the Provider may choose to either replace or modify the hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may remove the applicable hardware (or portion thereof) and refund the net book value and, if Oracle is the Provider of infringing Hardware, any unused, prepaid technical support fees You have paid to Oracle for the Hardware.

5.4 In the event that the Material is Separately Licensed Third Party Technology and the associated Separate Terms do not allow termination of the license, in lieu of ending the license for the Material, Oracle may end the license for, and require return of, the Program associated with that Separately Licensed Third Party Technology and shall refund any Program license fees You may have paid to Oracle for the Program license and any unused, prepaid technical support fees You have paid to Oracle for the Program license.

5.5 Provided You are a current subscriber to Oracle technical support services for the Operating System (e.g., Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems or Oracle Linux Premier Support), then for the period of time for which You were a subscriber to the applicable Oracle technical support services (a) the phrase “Material” above in section 5.1 shall include the Operating System and the Integrated Software and any Integrated Software Options that You have licensed and (b) the phrase “Program(s)” in this section 5 is replaced by the phrase “Program(s) or the Operating System or Integrated Software or Integrated Software Options (as applicable)” (i.e., Oracle will not indemnify You for Your use of the Operating System and/or Integrated Software and/or Integrated Software Options when You were not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing, with respect solely to the Linux operating system, Oracle will not indemnify You for Materials that are not part of the Oracle Linux covered files as defined at <http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf>.

5.6 The Provider will not indemnify the Recipient if the Recipient alters Material or uses it outside the scope of use identified in the Provider’s user documentation or if the Recipient uses a version of Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of Material which was provided to the Recipient, or if the Recipient continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or services not provided by Oracle. Solely with respect to Separately Licensed Third Party Technology that is part of or is required to use a Program and that is used: (a) in unmodified form; (b) as part of or as required to use a Program; and (c) in accordance with the license grant for the relevant Program and all other terms and conditions of the Master Agreement, Oracle will indemnify You for infringement claims for Separately Licensed Third Party Technology to the same extent as Oracle is required to provide infringement indemnification for the Program under the terms of the Master Agreement. Oracle will not indemnify You for infringement caused by Your actions against any third party if the Program(s) as delivered to You and used in accordance with the terms of the Master Agreement would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify You for any intellectual property infringement claim(s) known to You at the time license rights are obtained.

5.7 This section provides the parties’ exclusive remedy for any infringement claims or damages.

6. TERMINATION

6.1 If either of us breaches a material term of the Master Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the Master Agreement. If Oracle terminates the Master Agreement as specified in the preceding sentence, You must pay within 30 days all amounts which have accrued prior to such termination, as well as all sums remaining unpaid for Products ordered and/or Service Offerings received under the Master Agreement plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under the Master Agreement, You may not use those Products or Service Offerings ordered.

6.2 If You have used a contract with Oracle or an affiliate of Oracle to pay for the fees due under an order and You are in default under that contract, You may not use the Products and/or Service Offerings that are subject to such contract.

6.3 Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment and others which by their nature are intended to survive.

7. FEES AND TAXES; PRICING, INVOICING AND PAYMENT OBLIGATION

7.1 All fees payable to Oracle are due within 30 days from the invoice date. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the Products and/or Service Offerings You ordered, except for taxes based on Oracle’s income. Also, You will reimburse Oracle for reasonable expenses related to providing Service Offerings.

7.2 You understand that You may receive multiple invoices for the Products and Service Offerings You ordered. Invoices will be submitted to You pursuant to Oracle’s Invoicing Standards Policy, which may be accessed at <http://oracle.com/contracts>.

8. NONDISCLOSURE

8.1 By virtue of the Master Agreement, the parties may have access to information that is confidential to one another (“**Confidential Information**”). We each agree to disclose only information that is required for the performance of obligations under the Master Agreement. Confidential Information shall be limited to the terms and pricing under the Master Agreement and all information clearly identified as confidential at the time of disclosure.

8.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

8.3 We each agree not to disclose each other's Confidential Information to any third party other than those set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party. We may disclose Confidential Information only to those employees or agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than under the Master Agreement. Nothing shall prevent either party from disclosing the terms or pricing under the Master Agreement or orders submitted under the Master Agreement in any legal proceeding arising from or in connection with the Master Agreement or disclosing the Confidential Information to a governmental entity as required by law.

9. ENTIRE AGREEMENT

9.1 You agree that the Master Agreement and the information which is incorporated into the Master Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, are the complete agreement for the Products and/or Service Offerings ordered by You and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such Products and/or Service Offerings.

9.2 It is expressly agreed that the terms of the Master Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal or any other similar non-Oracle document and no terms included in any such purchase order, portal or other non-Oracle document shall apply to the Products and/or Service Offerings ordered. In the event of inconsistencies between the terms of any Schedule and these General Terms, the Schedule shall take precedence. In the event of any inconsistencies between the terms of an order and the Master Agreement, the order shall take precedence. The Master Agreement and orders may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Oracle Store by authorized representatives of You and of Oracle. Any notice required under the Master Agreement shall be provided to the other party in writing.

10. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE MASTER AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE UNDER THE SCHEDULE GIVING RISE TO THE LIABILITY, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PRODUCTS OR SERVICE OFFERINGS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT PRODUCT OR SERVICE OFFERINGS GIVING RISE TO THE LIABILITY.

11. EXPORT

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Products. You agree that such export laws govern Your use of the Products (including technical data) and any Service Offerings deliverables provided under the Master Agreement, and You agree to comply with all such export laws and regulations (including “deemed export” and “deemed re-export” regulations). You agree that no data, information, Product and/or materials resulting from Service Offerings (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

12. FORCE MAJEURE

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic, electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export, import or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Service Offerings and affected orders upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for Products and Service Offerings ordered or delivered.

13. GOVERNING LAW AND JURISDICTION

The Master Agreement is governed by the laws of the State of California and You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco or Santa Clara counties in California in any dispute arising out of or relating to the Master Agreement.

14. NOTICE

If You have a dispute with Oracle or if You wish to provide a notice under the Indemnification section of these General Terms, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway Redwood Shores, CA 94065, Attention: General Counsel, Legal Department.

15. ASSIGNMENT

You may not assign the Master Agreement or give or transfer the Programs, Operating System, Integrated Software and/or any Service Offerings or an interest in them to another individual or entity. If You grant a security interest in the Programs, Operating System, Integrated Software and/or any Service Offerings deliverables, the secured party has no right to use or transfer the Programs, Operating System, Integrated Software and/or any Service Offerings deliverables, and if You decide to finance Your acquisition of any Products and/or any Service Offerings, You will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>. The foregoing shall not be construed to limit the rights You may otherwise have with respect to the Linux operating system, third party technology or Separately Licensed Third Party Technology licensed under open source or similar license terms.

16. OTHER

16.1 Oracle is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance.

16.2 If any term of the Master Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of the Master Agreement.

16.3 Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to the Master Agreement may be brought by either party more than two years after the cause of action has accrued.

16.4 Products and Service Offerings deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Products and Service Offerings deliverables in such applications.

16.5 If requested by an authorized reseller on Your behalf, You agree Oracle may provide a copy of the Master Agreement to the authorized reseller to enable the processing of Your order with that authorized reseller.

16.6 The Uniform Computer Information Transactions Act does not apply to the Master Agreement or orders placed under it. You understand that Oracle's business partners, including any third party firms retained by You to provide consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for nor bound by any acts of any such business partner unless (i) the business partner is providing services as an Oracle subcontractor in furtherance of an order placed under the Master Agreement and (ii) only to the same extent as Oracle would be responsible for the performance of Oracle resources under that order.

16.7 For software (i) that is part of Programs, Operating Systems, Integrated Software or Integrated Software Options (or all four) and (ii) that You receive from Oracle in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from <https://oss.oracle.com/sources/> or <http://www.oracle.com/goto/opensourcecode>. If the source code for such software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

16.8 Oracle may refer to You as an Oracle customer of the ordered Products and Service Offerings in sales presentations, marketing vehicles and activities.

17. MASTER AGREEMENT EFFECTIVE DATE

The Effective Date of the Master Agreement is _____. (DATE TO BE COMPLETED BY ORACLE)

<i>(To be completed by Oracle)</i>		Oracle America, Inc.	
Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____
Signature Date	_____	Signature Date	_____

Oracle America, Inc. ("Oracle")

500 Oracle Parkway

Redwood Shores, CA 94065

This Hardware Schedule (this "Schedule H") is a Schedule to the General Terms referenced above. The General Terms and this Schedule H, together with any other Schedules that reference the General Terms, are the Master Agreement. This Schedule H shall coterminate with the General Terms.

1. DEFINITIONS

1.1 **"Commencement Date"** for the Hardware, Operating System and Integrated Software refers to the date the Hardware is delivered. For Integrated Software Options, the Commencement Date refers to the date the Hardware is delivered or the effective date of the order if shipment of Hardware is not required.

1.2 **"Integrated Software Options"** refers to software or programmable code embedded in, installed on, or activated on the Hardware that requires one or more unit licenses that You must separately order and agree to pay additional fees. Not all Hardware contains Integrated Software Options; please refer to the Oracle Integrated Software Options License Definitions, Rules and Metrics accessible at <http://oracle.com/contracts> (the "Integrated Software Options License Rules") for the specific Integrated Software Options that may apply to specific Hardware. Oracle reserves the right to designate new software features as Integrated Software Options in subsequent releases and that designation will be specified in the applicable documentation and in the Integrated Software Options License Rules.

1.3 Capitalized terms used but not defined in this Schedule H have the meanings set forth in the General Terms.

2. RIGHTS GRANTED

2.1 Your Hardware order consists of the following items: Operating System (as defined in Your configuration), Integrated Software and all Hardware equipment (including components, options and spare parts) specified on the applicable order. Your Hardware order may also include Integrated Software Options. Integrated Software Options may not be activated or used until You separately order them and agree to pay additional fees.

2.2 You have the right to use the Operating System delivered with the Hardware subject to the terms of the license agreement(s) delivered with the Hardware. Current versions of the license agreements are located at <http://oracle.com/contracts>. You are licensed to use the Operating System and any Operating System updates acquired through technical support only as incorporated in, and as part of, the Hardware.

2.3 You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use Integrated Software delivered with the Hardware subject to the terms of this Schedule H and the applicable documentation. You are licensed to use that Integrated Software and any Integrated Software updates acquired through technical support only as incorporated in, and as part of, the Hardware. You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use Integrated Software Options that You separately order subject to the terms of this Schedule H, the applicable documentation and the Integrated Software Options License Rules; the Integrated Software Options License Rules are incorporated in and made a part of this Schedule H. You are licensed to use those Integrated Software Options and any Integrated

Software Options updates acquired through technical support only as incorporated in, and as part of, the Hardware. To fully understand Your license right to any Integrated Software Options that You separately order, You need to review the Integrated Software Options License Rules. In the event of any conflict between the Master Agreement and the Integrated Software Options License Rules, the Integrated Software Options License Rules shall take precedence.

2.4 The Operating System or Integrated Software or Integrated Software Options (or all three) may include separate works, identified in a readme file, notice file or the applicable documentation, which are licensed under open source or similar license terms; Your rights to use the Operating System, Integrated Software and Integrated Software Options under such terms are not restricted in any way by the Master Agreement including this Schedule H. The appropriate terms associated with such separate works can be found in the readme files, notice files or in the documentation accompanying the Operating System, Integrated Software, and Integrated Software Options.

2.5 Upon payment for Hardware-related Service Offerings, You have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for Your internal business operations anything developed by Oracle and delivered to You under this Schedule H ("deliverables"); however, certain deliverables may be subject to additional license terms provided in the order.

3. RESTRICTIONS

3.1 You may only make copies of the Operating System, Integrated Software and Integrated Software Options for archival purposes, to replace a defective copy, or for program verification. You shall not remove any copyright notices or labels on the Operating System, Integrated Software or Integrated Software Options. You shall not decompile or reverse engineer (unless required by law for interoperability) the Operating System or Integrated Software.

3.2 You acknowledge that to operate certain Hardware, Your facility must meet a minimum set of requirements as described in the Hardware documentation. Such requirements may change from time to time, as communicated by Oracle to You in the applicable Hardware documentation.

3.3 The prohibition on the assignment or transfer of the Operating System or any interest in it under section 15 of the General Terms shall apply to all Operating Systems licensed under this Schedule H, except to the extent that such prohibition is rendered unenforceable under applicable law.

4. TRIAL PROGRAMS

Oracle may include additional Programs on the Hardware (e.g., Exadata Storage Server software). You are not authorized to use those Programs unless You have a license specifically granting You the right to do so; however, You may use those additional Programs for trial, non-production purposes for up to 30 days from the date of delivery provided that You may not use the trial Programs to provide or attend third party training on the content and/or functionality of the Programs. To use any of these Programs after the 30 day trial period, You must obtain a license for such Programs from Oracle or an authorized reseller. If You decide not to obtain a license for any Program after the 30 day trial period, You will cease using and promptly delete any such Programs from Your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these Programs.

5. TECHNICAL SUPPORT

5.1 Oracle Hardware and Systems Support acquired with Your order may be renewed annually and, if You renew Oracle Hardware and Systems Support for the same systems and same configurations, for the first and second renewal years the technical support fee will not increase by more than 3% over the prior year's fees.

5.2 If ordered, Oracle Hardware and Systems Support (including first year and all subsequent years) is provided under Oracle's Hardware and Systems Support Policies in effect at the time the technical support services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information, and consents that Oracle may require in order to perform the technical support

services. The Oracle Hardware and Systems Support Policies are incorporated in this Schedule H and are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of technical support services provided during the period for which fees for Oracle Hardware and Systems Support have been paid. You should review the policies prior to entering into the order for technical support services. You may access the current version of the Oracle Hardware and Systems Support Policies at <http://oracle.com/contracts>.

5.3 Oracle Hardware and Systems Support is effective upon the Commencement Date of the Hardware or upon the effective date of the order if shipment of Hardware is not required.

6. HARDWARE-RELATED SERVICE OFFERINGS

In addition to technical support, You may order a limited number of Hardware-related Service Offerings under this Schedule H as listed in the Hardware-Related Service Offerings document, which is at <http://oracle.com/contracts>. You agree to provide Oracle with all information, access and full good faith cooperation reasonably necessary to enable Oracle to deliver these Service Offerings and You will perform the actions identified in the order as Your responsibility. If while performing these Service Offerings Oracle requires access to another vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf. Service Offerings provided may be related to Your license to use Products owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such Products.

7. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

7.1 Oracle provides a limited warranty ("Oracle Hardware Warranty") for (i) the Hardware, (ii) the Operating System and the Integrated Software and the Integrated Software Options, and (iii) the Operating System media, the Integrated Software media and the Integrated Software Options media ("media", and (i), (ii) and (iii) collectively, "Hardware Items"). Oracle warrants that the Hardware will be free from, and using the Operating System and Integrated Software and Integrated Software Options will not cause in the Hardware, material defects in materials and workmanship for one year from the date the Hardware is delivered to You. Oracle warrants that the media will be free from material defects in materials and workmanship for a period of 90 days from the date the media is delivered to You. You may access a more detailed description of the Oracle Hardware Warranty at <http://www.oracle.com/us/support/policies/index.html> ("Warranty Web Page"). Any changes to the Oracle Hardware Warranty specified on the Warranty Web Page will not apply to Hardware or media ordered prior to such change. The Oracle Hardware Warranty applies only to Hardware and media that have been (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by an Oracle-authorized distributor). The Hardware may be new or like new. The Oracle Hardware Warranty applies to Hardware that is new and Hardware that is like-new which has been remanufactured and certified for warranty by Oracle.

7.2 Oracle also warrants that technical support services and Hardware-related Service Offerings (as referenced in section 6 above) ordered and provided under this Schedule H will be provided in a professional manner consistent with industry standards. You must notify Oracle of any technical support service or Hardware-related Service Offerings warranty deficiencies within 90 days from performance of the deficient technical support service or Hardware-related Service Offerings.

7.3 FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (i) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE HARDWARE ITEM, OR IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES YOU PAID ORACLE FOR THE DEFECTIVE HARDWARE ITEM AND THE REFUND OF ANY UNUSED PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE DEFECTIVE HARDWARE ITEM; OR (ii) THE REPERFORMANCE OF THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE ABOVE

ITEMS, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.4 Replacement units for defective parts or Hardware Items replaced under the Oracle Hardware Warranty may be new or like new quality. Such replacement units assume the warranty status of the Hardware into which they are installed and have no separate or independent warranty of any kind. Title in all defective parts or Hardware Items shall transfer back to Oracle upon removal from the Hardware.

7.5 ORACLE DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE, INTEGRATED SOFTWARE OPTIONS OR MEDIA.

7.6 No warranty will apply to any Hardware, Operating System, Integrated Software, Integrated Software Options or media which has been:

- a. modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the Hardware);
- b. maltreated or used in a manner other than in accordance with the relevant documentation;
- c. repaired by any third party in a manner which fails to meet Oracle's quality standards;
- d. improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;
- e. used with equipment or software not covered by an Oracle warranty, to the extent that the problems are attributable to such use;
- f. relocated, to the extent that problems are attributable to such relocation;
- g. used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
- h. used by parties appearing on the then-current U.S. export exclusion list;
- i. relocated to countries subject to U.S. trade embargo or restrictions;
- j. used remotely to facilitate any activities for parties or in the countries referenced in 7.6(h) and 7.6(i) above; or
- k. purchased from any entity other than Oracle or an Oracle authorized reseller.

7.7 The Oracle Hardware Warranty does not apply to normal wear of the Hardware or media. The Oracle Hardware Warranty is extended only to the original purchaser or original lessee of the Hardware and may be void in the event that title to the Hardware is transferred to a third party.

8. AUDIT

Upon 45 days written notice, Oracle may audit Your use of the Operating System, Integrated Software and Integrated Software Options. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification any fees applicable to Your use of the Operating System, Integrated Software and Integrated Software Options in excess of Your license rights. If You do not pay, Oracle can end (a) Service Offerings (including technical support) related to the Operating System, Integrated Software and Integrated Software Options, (b) licenses of the Operating System,

Integrated Software and Integrated Software Options ordered under this Schedule H and related agreements and/or (c) the Master Agreement. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

9. ORDER LOGISTICS

9.1 Delivery, Installation and Acceptance of Hardware

9.1.1 You are responsible for installation of the Hardware unless You purchase installation services from Oracle for that Hardware.

9.1.2 Oracle will deliver the Hardware in accordance with Oracle's Order and Delivery Policies which are in effect at the time of Your order and which may be accessed at <http://oracle.com/contracts>. Oracle will use the delivery address specified by You on Your purchasing document or when Your purchasing document does not indicate a ship to address, the location specified on the order and the delivery terms in the Order and Delivery Policies that are applicable to Your country of destination will apply.

9.1.3 Acceptance of the Hardware is deemed to occur on delivery.

9.1.4 Oracle may make and invoice You for partial deliveries.

9.1.5 Oracle may make substitutions and modifications to the Hardware that do not cause a material adverse effect in overall Hardware performance.

9.1.6 Oracle will use its reasonable commercial efforts to deliver the Hardware within a timeframe that is consistent with Oracle's past practices regarding the amount and type of Hardware that You have ordered.

9.2 Delivery and Installation of Integrated Software Options

9.2.1 You are responsible for installation of the Integrated Software Options unless the Integrated Software Options have been pre-installed by Oracle on the Hardware You are purchasing under the order or unless You purchase installation services from Oracle for the Integrated Software Options.

9.2.2 Oracle has made available to You for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com> the Integrated Software Options listed in the order. Through the Internet URL, You can access and electronically download to Your location the latest production release as of the effective date of the applicable order of the Integrated Software Options and related documentation for the Integrated Software Options listed. Provided that You have continuously maintained technical support for the listed Integrated Software Options, You may continue to download the Integrated Software Options and related documentation. Please be advised that not all Integrated Software Options are available on all Hardware/Operating System combinations. For the most recent Integrated Software Options availability please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation with respect to Integrated Software Options under the applicable order, electronic download or otherwise.

9.3 Transfer of Title

Title to the Hardware will transfer upon delivery.

9.4 Territory

The Hardware shall be installed in the country/countries that You specify as the delivery location on Your purchasing document or when Your purchasing document does not indicate a ship to address, the location specified in the order.

9.5 Pricing, Invoicing, and Payment Obligation

9.5.1 You may change a Hardware order prior to shipment subject to the then current change order fee as established by Oracle from time to time. The applicable change order fees and a description of allowed

changes are defined in the Order and Delivery Policies, which may be accessed at <http://oracle.com/contracts>.

9.5.2 In entering into payment obligations under an order, You agree and acknowledge that You have not relied on the future availability of any Hardware, Program or updates. However, (a) if You order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the Master Agreement, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to You under an order and the Master Agreement.

9.5.3 Hardware and Integrated Software Options fees are invoiced as of the respective Commencement Dates.

9.5.4 Hardware-related Service Offering fees are invoiced in advance of the Hardware-related Service Offering performance; specifically, technical support fees are invoiced annually in advance. The period of performance for all Hardware-related Service Offerings is effective upon the Commencement Date of the Hardware or upon the effective date of the order if shipment of Hardware is not required.

9.5.5 In addition to the prices listed on the order, Oracle will invoice You for any applicable freight charges or applicable taxes, and You will be responsible for such charges and taxes notwithstanding any express or implied provision in the "Incoterms" referenced in the Order and Delivery Policies. The Order and Delivery Policies may be accessed at <http://oracle.com/contracts>.



Schedule P - Program

Oracle America, Inc. ("Oracle")

500 Oracle Parkway

Redwood Shores, CA 94065

This Program Schedule (this "Schedule P") is a Schedule to the General Terms referenced above. The General Terms and this Schedule P, together with any other Schedules that reference the General Terms, are the Master Agreement. This Schedule P shall coterminate with the General Terms.

1. DEFINITIONS

1.1 "**Commencement Date**" refers to the date of shipment of tangible media or the effective date of the order if shipment of tangible media is not required (if the order was placed through the Oracle store, the effective date is the date the order was submitted to Oracle).

1.2 Capitalized terms used but not defined in this Schedule P have the meanings set forth in the General Terms.

2. RIGHTS GRANTED

2.1 Upon Oracle's acceptance of Your order, You have the non-exclusive, **non-assignable**, royalty free, perpetual (unless otherwise specified in the order), limited right to use the Programs and receive any Program-related Service Offerings You ordered solely for Your internal business operations and subject to the terms of the Master Agreement, including the definitions and rules set forth in the order and the Program Documentation.

2.2 Upon payment for Program-related Service Offerings, You have **the** non-exclusive, non-assignable, royalty free, **perpetual, limited right** to use for Your internal business operations anything developed by Oracle and delivered to You under this Schedule P ("deliverables"); however, certain deliverables may be subject to additional license terms provided in the order.

2.3 You may allow Your agents and contractors (including, without limitation, outsourcers) to use the Programs and deliverables for Your internal business operations and You are responsible for their compliance with the General Terms and this Schedule P in such use. For Programs that are specifically designed to allow Your customers and suppliers to interact with You in the furtherance of Your internal business operations, such use is allowed under the General Terms and this Schedule P.

2.4 You may make a sufficient number of copies of each Program for Your licensed use and one copy of each Program media.

3. RESTRICTIONS

3.1 The Programs may contain or require the use of third party technology that is provided with the Programs. Oracle may provide certain notices to You in Program Documentation, readmes or notice files in connection with such third party technology. Third party technology will be licensed to You either under the terms of the Master Agreement or, if specified in the Program Documentation, readmes or notice files, under Separate Terms. Your rights to use Separately Licensed Third Party Technology under Separate Terms are not

restricted in any way by the Master Agreement. However, for clarity, notwithstanding the existence of a notice, third party technology that is not Separately Licensed Third Party Technology shall be deemed part of the Programs and is licensed to You under the terms of the Master Agreement.

If You are permitted under an order to distribute the Programs, You must include with the distribution all such notices and any associated source code for Separately Licensed Third Party Technology as specified, in the form and to the extent such source code is provided by Oracle, and You must distribute Separately Licensed Third Party Technology under Separate Terms (in the form and to the extent Separate Terms are provided by Oracle). Notwithstanding the foregoing, Your rights to the Programs are solely limited to the rights granted in Your order.

3.2 You may not:

- a. remove or modify any Program markings or any notice of Oracle's or its licensors' proprietary rights;
- b. make the Programs or materials resulting from the Service Offerings available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Program license or materials from the Service Offerings You have acquired);
- c. cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by Programs);
- d. disclose results of any Program benchmark tests without Oracle's prior written consent.

3.3 The prohibition on the assignment or transfer of the Programs or any interest in them under section 15 of the General Terms shall apply to all Programs licensed under this Schedule P, except to the extent that such prohibition is rendered unenforceable under applicable law.

4. TRIAL PROGRAMS

You may order trial Programs, or Oracle may include additional Programs with Your order which You may use for trial, non-production purposes only. You may not use the trial Programs to provide or attend third party training on the content and/or functionality of the Programs. You have 30 days from the Commencement Date to evaluate these Programs. To use any of these Programs after the 30 day trial period, You must obtain a license for such Programs from Oracle or an authorized reseller. If You decide not to obtain a license for any Program after the 30 day trial period, You will cease using and promptly delete any such Programs from Your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these Programs.

5. TECHNICAL SUPPORT

5.1 For purposes of an order, technical support consists of Oracle's annual technical support services You may have ordered from Oracle or an authorized reseller for the Programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the technical support services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information and consents that Oracle may require in order to perform the technical support services. The technical support policies are incorporated in this Schedule P and are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of technical support services provided for supported Programs during the period for which fees for technical support have been paid. You should review the policies prior to entering into the order for the applicable technical support services. You may access the current version of the technical support policies at <http://oracle.com/contracts>.

5.2 Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with Your order may be renewed annually and, if You renew SULS for the same number of licenses for the same Programs, for the first and second renewal years the fee for SULS will not increase by more than 3% over the prior year's fees. If Your order is fulfilled by an authorized reseller, the fee for SULS for the first renewal year will be the price quoted to You by Your authorized reseller; the fee for SULS for the second renewal year will not increase by more than 3% over the prior year's fees.

5.3 If You decide to purchase technical support for any Program license within a license set, You are required to purchase technical support at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if You agree to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support policies. If You decide not to purchase technical support, You may not update any unsupported Program licenses with new versions of the Program.

6. PROGRAM-RELATED SERVICE OFFERINGS

In addition to technical support, You may order a limited number of Program-related Service Offerings under this Schedule P as listed in the Program-Related Service Offerings document, which is at <http://oracle.com/contracts>. You agree to provide Oracle with all information, access and full good faith cooperation reasonably necessary to enable Oracle to deliver these Service Offerings and You will perform the actions identified in the order as Your responsibility. If while performing these Service Offerings Oracle requires access to another vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf. Service Offerings provided may be related to Your license to use Programs owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such Programs.

7. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

7.1 Oracle warrants that a Program licensed to You will operate in all material respects as described in the applicable Program Documentation for a period of one year after delivery (i.e., via physical shipment or electronic download). You must notify Oracle of any Program warranty deficiency within one year after delivery. Oracle also warrants that technical support services and Program-related Service Offerings (as referenced in section 6 above) ordered and provided under this Schedule P will be provided in a professional manner consistent with industry standards. You must notify Oracle of any technical support service or Program-related Service Offerings warranty deficiencies within 90 days from performance of the deficient technical support service or Program-related Service Offerings.

7.2 ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.

7.3 FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE ERRORS OF THE APPLICABLE PROGRAM LICENSE IN A COMMERCIALY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE PROGRAM LICENSE AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS.

7.4 TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. AUDIT

Upon 45 days written notice, Oracle may audit Your use of the Programs. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification any fees applicable to Your use of the Programs in excess of Your license rights. If You do not pay, Oracle can end (a) Program-related Service Offerings (including technical support), (b) Program licenses ordered under this Schedule P and related agreements and/or (c) the Master Agreement. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

9. ORDER LOGISTICS

9.1 Delivery and Installation

9.1.1 You are responsible for installation of the Programs unless the Programs have been pre-installed by Oracle on the Hardware You are purchasing under the order or unless You purchase installation services from Oracle for those Programs.

9.1.2 Oracle has made available to You for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com> the Programs listed in the Programs and Program Support Service Offerings section of the applicable order. Through the Internet URL, You can access and electronically download to Your location the latest production release as of the effective date of the applicable order of the software and related Program Documentation for each Program listed. Provided that You have continuously maintained technical support for the listed Programs, You may continue to download the Programs and related Program Documentation. Please be advised that not all Programs are available on all hardware/operating system combinations. For the most recent Program availability please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation with respect to Programs under the applicable order, electronic download or otherwise.

9.1.3 If ordered, Oracle will deliver the tangible media to the delivery address specified on the applicable order. You agree to pay applicable media and shipping charges. The applicable shipping terms for the delivery of tangible media are: FCA Shipping Point, Prepaid, and Add.

9.2 Territory

The Programs shall be used in the country/countries specified in the order.

9.3 Pricing, Invoicing and Payment Obligation

9.3.1 In entering into payment obligations under an order, You agree and acknowledge that You have not relied on the future availability of any Program or updates. However, (a) if You order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the Master Agreement, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to You under an order and the Master Agreement.

9.3.2 Program fees are invoiced as of the Commencement Date.

9.3.3 Program-related Service Offering fees are invoiced in advance of the Program-related Service Offering performance; specifically, technical support fees are invoiced annually in advance. The period of performance for all Program-related Service Offerings is effective upon the Commencement Date.

9.3.4 In addition to the prices listed on the order, Oracle will invoice You for any applicable shipping charges or applicable taxes and You will be responsible for such charges and taxes.



Schedule C – Cloud Services

Oracle America, Inc. ("Oracle")

500 Oracle Parkway

Redwood Shores, CA 94065

This Cloud Services Schedule (this "Schedule C") is a Schedule to the General Terms referenced above. This Schedule C shall coterminate with the General Terms. For purposes of the Services under this Schedule C, the General Terms and this Schedule C constitute, collectively, the "Master Agreement"; other Schedules to the General Terms, such as Schedule P (Program Schedule), do not apply to the Services ordered under this Schedule C.

1. DEFINITIONS

1.1 "**Ancillary Software**" means any software agent or tool that Oracle makes available to You for download for purposes of facilitating Your access to, operation of, and/or use with, the Services Environment.

1.2 "**Auto Renew**" or "**Auto Renewal**" is the process by which the Services Period of certain Cloud Services under an order is automatically extended for an additional Services Period unless such Services are otherwise terminated in accordance with the terms of the order or this Master Agreement. The Service Specifications incorporated into Your order define which Cloud Services are eligible for Auto Renewal as well as any terms applicable to any such renewal.

1.3 "**Cloud Services**" means, collectively, the Oracle cloud services (e.g., Oracle software as a service offerings and related Oracle Programs) listed in Your order and defined in the Service Specifications. The term "Cloud Services" does not include Professional Services.

1.4 "**Data Center Region**" refers to the geographic region in which the Services Environment is physically located. The Data Center Region applicable to the Cloud Services is set forth in Your order.

1.5 "**Oracle Programs**" refers to the software products owned or licensed by Oracle to which Oracle grants You access as part of the Cloud Services, including Program Documentation, and any program updates provided as part of the Cloud Services.

1.6 "**Professional Services**" means, collectively, the Cloud Services-related consulting and other professional services which You have ordered under this Schedule C. Professional Services include any deliverables described in Your order and delivered by Oracle to You under the order. The term "Professional Services" does not include Cloud Services or services provided under Schedules P or S to the General Terms.

1.7 "**Program Documentation**" refers to the user manuals referenced within the Service Specifications for Cloud Services, as well as any help windows and readme files for the Oracle Programs that are accessible from within the Services. The Program Documentation describes technical and functional aspects of the Oracle Programs. For Oracle Infrastructure-as-a-Service (IaaS) Cloud Services, "Program Documentation" includes documentation, help windows and readme files for the IaaS hardware products. You may access the documentation online at <http://oracle.com/contracts> or such other address specified by Oracle.

1.8 "**Services**" means, collectively, the Cloud Services and Professional Services ordered by You under this Schedule C.

1.9 "**Services Environment**" refers to the combination of hardware and software components owned, licensed or managed by Oracle to which Oracle grants You and Your Users access as part of the Cloud Services which You have ordered. As applicable and subject to the terms of this Master Agreement and Your order, Oracle Programs, Third Party Content, Your Content and Your Applications may be hosted in the Services Environment.

1.10 “**Service Specifications**” means the descriptions on www.oracle.com/contracts, or such other address specified by Oracle, that are applicable to the Services under Your order, including any Program Documentation, hosting, support and security policies (for example, Oracle Cloud Hosting and Delivery Policies), and other descriptions referenced or incorporated in such descriptions or Your order.

1.11 “**Services Period**” refers to the period of time for which You have ordered Cloud Services as specified in Your order.

1.12 “**Third Party Content**” means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle and made available to You through, within, or in conjunction with Your use of, the Cloud Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, and data libraries and dictionaries and marketing data.

1.13 “**Users**” means those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Cloud Services in accordance with this Master Agreement and Your order. For Cloud Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Cloud Services to interact with You, such third parties will be considered “Users” subject to the terms of this Master Agreement and Your order.

1.14 “**Your Applications**” means all software programs, including any source code for such programs, that You or Your Users provide and load onto, or create using, any Oracle “platform-as-a-service” or “infrastructure-as-a-service” Cloud Services. Services under this Master Agreement, including Oracle Programs and Services Environments, Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term “Your Applications.”

1.15 “**Your Content**” means all text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in the Data Processing Agreement for Oracle Cloud Services described in Section 10.2 below), audio, video, photographs and other content and material (other than Your Applications), in any format, provided by You or on behalf of Your Users that reside in, or run on or through, the Services Environment.

1.16 Capitalized terms used but not defined in this Schedule C have the meanings set forth in the General Terms.

2. RIGHTS GRANTED

2.1 For the duration of the Services Period and subject to Your payment obligations, and except as otherwise set forth in this Master Agreement or Your order, You have the non-exclusive, non-assignable, worldwide, limited right to access and use the Services that You ordered, including anything developed by Oracle and delivered to You as part of the Services, solely for Your internal business operations and subject to the terms of this Master Agreement and Your order, including the Service Specifications. You may allow Your Users to use the Services for this purpose and You are responsible for Your Users’ compliance with this Master Agreement and the order.

2.2 You do not acquire under this Master Agreement any right or license to use the Services, including the Oracle Programs and Services Environment, in excess of the scope and/or duration of the Services stated in Your order. Upon the end of the Services ordered, Your right to access and use the Services will terminate.

2.3 To enable Oracle to provide You and Your Users with the Services, You grant Oracle the right to use, process and transmit, in accordance with this Master Agreement and Your order, Your Content and Your Applications for the duration of the Services Period plus any additional post-termination period during which Oracle provides You with access to retrieve an export file of Your Content and Your Applications. If Your Applications include third party programs, You acknowledge that Oracle may allow providers of those third party programs to access the Services Environment, including Your Content and Your Applications, as required for the interoperation of such third party programs with the Services. Oracle will not be responsible for any use, disclosure, modification or deletion of Your Content or Your Applications resulting from any such access by third party program providers or for the interoperability of such third party programs with the Services.

2.4 Except as otherwise expressly set forth in Your order for certain Cloud Services offerings (e.g., a private cloud hosted at Your facility), You acknowledge that Oracle has no delivery obligation for Oracle Programs and will not ship copies of such programs to You as part of the Services.

2.5 As part of certain Cloud Services offerings, Oracle may provide You with access to Third Party Content. The type and scope of any Third Party Content is defined in Your order or applicable Service Specifications. The third party

owner, author or provider of such Third Party Content retains all ownership and intellectual property rights in and to that content, and Your rights to use such Third Party Content are subject to, and governed by, the terms applicable to such content as specified by such third party owner, author or provider, unless otherwise specified in Your order.

3. OWNERSHIP AND RESTRICTIONS

3.1 You retain all ownership and intellectual property rights in and to Your Content and Your Applications. Oracle or its licensors retain all ownership and intellectual property rights to the Services, including Oracle Programs and Ancillary Software, and derivative works thereof, and to anything developed or delivered by or on behalf of Oracle under this Master Agreement.

3.2 You may not, and may not cause or permit others to:

- a. remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
- b. make the programs or materials resulting from the Services (excluding Your Content and Your Applications) available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Services You have acquired);
- c. modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, distribute, republish or download any part of the Services (the foregoing prohibitions include but are not limited to review of data structures or similar materials produced by programs), or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or Services competitive to Oracle;
- d. perform or disclose any benchmark or performance tests of the Services, including the Oracle Programs;
- e. perform or disclose any of the following security testing of the Services Environment or associated infrastructure: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing; and
- f. license, sell, rent, lease, transfer, assign, distribute, host, outsource, permit timesharing or service bureau use, or otherwise commercially exploit or make available the Services, Oracle Programs, Ancillary Software, Services Environments or Oracle materials to any third party, other than as expressly permitted under the terms of the applicable order.

4. SERVICE SPECIFICATIONS

4.1 The Services are subject to and governed by Service Specifications applicable to Your order. Service Specifications may define provisioning and management processes applicable to the Services (such as capacity planning), types and quantities of system resources (such as storage allotments), functional and technical aspects of the Oracle Programs, as well as any Services deliverables. You acknowledge that use of the Services in a manner not consistent with the Service Specifications may adversely affect Services performance and/or may result in additional fees. If the Services permit You to exceed the ordered quantity (e.g., soft limits on counts for Users, sessions, storage, etc.), then You are responsible for promptly purchasing additional quantity to account for Your excess usage. For any month that You do not promptly purchase such additional quantity, Oracle may require You to pay, in addition to the fees for the additional quantity, an excess usage fee for those Services equivalent to 10% of the fees for the additional quantity in the month in which such excess usage occurred.

4.2 Oracle may make changes or updates to the Services (such as infrastructure, security, technical configurations, application features, etc.) during the Services Period, including to reflect changes in technology, industry practices, patterns of system use, and availability of Third Party Content. The Service Specifications are subject to change at Oracle's discretion; however, Oracle changes to the Service Specifications will not result in a material reduction in the level of performance, security or availability of the applicable Services provided to You for the duration of the Services Period.

4.3 Your order will specify the Data Center Region in which Your Services Environment will reside. As described in the Service Specifications and to the extent applicable to the Cloud Services that You have ordered, Oracle will provide production, test, and backup environments in the Data Center Region stated in Your order. Oracle and its affiliates may perform certain aspects of Cloud Services, such as service administration and support, as well as other Services (including Professional Services and disaster recovery), from locations and/or through use of subcontractors, worldwide.

5. USE OF THE SERVICES

5.1 You are responsible for identifying and authenticating all Users, for approving access by such Users to the Services, for controlling against unauthorized access by Users, and for maintaining the confidentiality of usernames, passwords and account information. By federating or otherwise associating Your and Your Users' usernames, passwords and accounts with Oracle, You accept responsibility for the confidentiality and timely and proper termination of user records in Your local (intranet) identity infrastructure or on Your local computers. Oracle is not responsible for any harm caused by Your Users, including individuals who were not authorized to have access to the Services but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis in Your local identity management infrastructure or Your local computers. You are responsible for all activities that occur under Your and Your Users' usernames, passwords or accounts or as a result of Your or Your Users' access to the Services, and agree to notify Oracle immediately of any unauthorized use. You agree to make every reasonable effort to prevent unauthorized third parties from accessing the Services.

5.2 You shall not use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, including Your Content, Your Applications and Third Party Content, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Oracle under this Master Agreement, Oracle reserves the right, but has no obligation, to take remedial action if any material violates the restrictions in the foregoing sentence (the "Acceptable Use Policy"), including the removal or disablement of access to such material. Oracle shall have no liability to You in the event that Oracle takes such action. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Your Content and Your Applications. You agree to defend and indemnify Oracle against any claim arising out of a violation of Your obligations under this section.

5.3 You are required to accept all patches, bug fixes, updates, maintenance and service packs (collectively, "Patches") necessary for the proper function and security of the Services, including for the Oracle Programs, as such Patches are generally released by Oracle as described in the Service Specifications. Oracle is not responsible for performance or security issues encountered with the Cloud Services that result from Your failure to accept the application of Patches that are necessary for the proper function and security of the Services. Except for emergency or security related maintenance activities, Oracle will coordinate with You the scheduling of application of Patches, where possible, based on Oracle's next available standard maintenance window.

6. TRIAL USE AND PILOT CLOUD SERVICES

6.1 For certain Cloud Services, Oracle may make available "trials" and "conference room pilots" for non-production evaluation purposes. Cloud trials and conference room pilots must be ordered under a separate agreement.

6.2 Oracle may make available "production pilots" for certain Cloud Services under this Master Agreement. Production pilots ordered by You are described in the Service Specifications applicable to Your order, and are provided solely for You to evaluate and test Cloud Services for Your internal business purposes. You may be required to order certain Professional Services as a prerequisite to an order for a production pilot.

7. FEES, INVOICING AND PAYMENT OBLIGATION

7.1 You agree and acknowledge that You have not relied on the future availability of any Services, programs or updates in entering into the payment obligations in Your order; however, the preceding does not relieve Oracle of its obligation during the Services Period to deliver Services that You have ordered per the terms of this Master Agreement.

7.2 Services fees are invoiced as set forth in the applicable order. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Master Agreement or Your order.

7.3 Fees for Services listed in an order are exclusive of taxes and expenses and You will be responsible for such taxes and expenses.

8. SERVICES PERIOD; END OF SERVICES

8.1 Services provided under this Master Agreement shall be provided for the Services Period defined in Your order, unless earlier suspended or terminated in accordance with this Master Agreement or the order. This Master Agreement will continue to govern any order for the duration of the Services Period of such order. If stated in the Service

Specifications, certain Cloud Services that are ordered will Auto Renew for additional Services Periods unless (i) You provide Oracle with written notice no later than thirty (30) days prior to the end of the applicable Services Period of Your intention not to renew such Cloud Services, or (ii) Oracle provides You with written notice no later than ninety (90) days prior to the end of the applicable Services Period of its intention not to renew such Cloud Services.

8.2 Upon the end of the Services, You no longer have rights to access or use the Services, including the associated Oracle Programs and Services Environments; however, for a period of up to 60 days after the end of the applicable Services Period, Oracle will make available Your Content and Your Applications then in the Services Environment for the purpose of retrieval by You. At the end of such 60 day period, and except as may be required by law, Oracle will delete or otherwise render inaccessible any of Your Content and Your Applications that remain in the Services Environment.

8.3 Oracle may temporarily suspend Your password, account, and access to or use of the Services if You or Your Users violate any provision within the 'Rights Granted', 'Ownership and Restrictions', 'Fees and Taxes', 'Use of the Services', or 'Export' sections of this Master Agreement, or if in Oracle's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality. Oracle will provide advance notice to You of any such suspension in Oracle's reasonable discretion based on the nature of the circumstances giving rise to the suspension. Oracle will use reasonable efforts to re-establish the affected Services promptly after Oracle determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured; however, during any suspension period, Oracle will make available to You Your Content and Your Applications as existing in the Services Environment on the date of suspension. Oracle may terminate the Services under an order if any of the foregoing causes of suspension is not cured within 30 days after Oracle's initial notice thereof. Any suspension or termination by Oracle under this paragraph shall not excuse You from Your obligation to make payment(s) under this Master Agreement.

8.4 If You breach a material term of the Master Agreement as specified in Section 6.1 of the General Terms, Oracle may terminate the order under which the breach occurred; in such event You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services ordered under such order plus related taxes and expenses.

9. NONDISCLOSURE OF YOUR CONTENT AND YOUR APPLICATIONS

Your Content and Your Applications residing in the Services Environment will be considered Confidential Information subject to the terms of this section and Section 8 of the General Terms. Oracle will hold such Confidential Information in confidence for as long as it resides in the Services Environment and will protect the confidentiality of such Confidential Information in accordance with the Oracle security practices defined in the Service Specifications applicable to Your order. In addition, Your Personal Data, as defined in the Data Processing Agreement, will be treated in accordance with the terms of Section 10 below.

10. DATA PROTECTION

10.1 In performing the Services, Oracle will comply with the *Oracle Services Privacy Policy*, which is available at <http://www.oracle.com/html/Services-privacy-policy.html> and incorporated herein by reference. The *Oracle Services Privacy Policy* is subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of protection provided for Your Personal Data provided as part of Your Content during the Services Period of Your order.

10.2 Oracle's *Data Processing Agreement for Oracle Cloud Services* (the "Data Processing Agreement"), which is available at <http://www.oracle.com/dataprocessingagreement> and incorporated herein by reference, describes the parties' respective roles for the processing and control of Personal Data that You provide to Oracle as part of the Cloud Services. Oracle will act as a data processor, and will act on Your instruction concerning the treatment of Your Personal Data residing in the Services Environment, as specified in this Master Agreement, the Data Processing Agreement and the applicable order. You agree to provide any notices and obtain any consents related to Your use of the Services and Oracle's provision of the Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data.

10.3 The Service Specifications applicable to Your order define the administrative, physical, technical and other safeguards applied to Your Content residing in the Services Environment, and describe other aspects of system management applicable to the Services. You are responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content and Your Applications, including any viruses, Trojan horses, worms or other programming routines contained in Your Content or Your Applications that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data. You may disclose or transfer, or instruct Oracle to

disclose or transfer, Your Content or Your Applications to a third party, and upon such disclosure or transfer Oracle is no longer responsible for the security or confidentiality of such content and applications outside of Oracle.

10.4 You may not provide Oracle access to health, payment card or similarly sensitive personal information that imposes specific data security obligations for the processing of such data unless specified in Your order. If available, You may purchase services from Oracle (e.g., Oracle Payment Card Industry Compliance Services, Oracle HIPAA Security Services, Oracle Federal Security Services, etc.) designed to address particular data protection requirements applicable to Your business or Your Content.

11. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

11.1 Oracle warrants that it will perform (i) Cloud Services in all material respects as described in the Service Specifications, and (ii) Professional Services in a professional manner in accordance with the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide written notice to Oracle that describes the deficiency in the Services (including, as applicable, the service request number notifying Oracle of the deficiency in the Services).

11.2 ORACLE DOES NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL SERVICES ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH YOUR CONTENT OR YOUR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS, SERVICES OR DATA NOT PROVIDED BY ORACLE, AND (C) THE SERVICES WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. YOU ACKNOWLEDGE THAT ORACLE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ORACLE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. ORACLE IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT, YOUR APPLICATIONS OR THIRD PARTY CONTENT.

11.3 FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND ORACLE WILL REFUND TO YOU THE FEES FOR THE TERMINATED SERVICES THAT YOU PRE-PAID TO ORACLE FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

11.4 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THIS MASTER AGREEMENT), DATA, OR DATA USE. ORACLE'S AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS MASTER AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL AMOUNTS ACTUALLY PAID TO ORACLE FOR THE SERVICES UNDER THE ORDER GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED BY YOU FROM ORACLE UNDER SUCH ORDER.

13. ADDITIONAL INFRINGEMENT INDEMNIFICATION TERMS

13.1 If Oracle is the Provider and exercises its option under Section 5.2 of the General Terms to end the license for and require the return of a Material that is a component of the Cloud Services, including an Oracle Program, then Oracle will refund any unused, prepaid fees that You have paid for such Material. If such Material is third party technology and the terms of the third party license do not allow Oracle to terminate the license, then Oracle may, upon 30 days prior written notice, end the Services associated with such Material and refund to You any unused, prepaid fees for such Services.

13.2 Oracle will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party data providers, etc.). Oracle will not indemnify You for infringement caused by Your actions against any third party if the Services as delivered to You and used in accordance with the terms of this Master Agreement would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify You for any intellectual property infringement claim(s) known to You at the time Services rights are obtained.

13.3 The phrase “user documentation” in the first sentence of Section 5.6 of the General Terms includes the Service Specifications referenced in Your order for Services.

14. THIRD PARTY WEB SITES, CONTENT, PRODUCTS AND SERVICES

14.1 The Services may enable You to link to, transmit Your Content to, or otherwise access, other Web sites, platforms, content, products, services, and information of third parties. Oracle does not control and is not responsible for such Web sites or platforms or any such content, products, services and information accessible from or provided through the Services, and You bear all risks associated with access to and use of such Web sites and third party content, products, services and information.

14.2 Any Third Party Content made accessible by Oracle is provided on an “as is” and “as available” basis without any warranty of any kind. Third Party Content may be indecent, offensive, inaccurate, infringing or otherwise objectionable or unlawful, and You acknowledge that Oracle is not responsible for and under no obligation to control, monitor or correct Third Party Content; however, Oracle reserves the right to take remedial action if any such content violates applicable restrictions under of this Master Agreement, including the removal of, or disablement of access to, such content. Oracle disclaims all liabilities arising from or related to Third Party Content.

14.3 You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with third parties such as Facebook™, YouTube™ and Twitter™, etc. (each, a “Third Party Service”), depend on the continuing availability of such third parties’ respective application programming interfaces (APIs) for use with the Services. Oracle may update, change or modify the Services under this Master Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by Oracle in its sole discretion, Oracle may cease providing access to the affected Third Party Content or Third Party Services without any liability to You. Any change to Third Party Content, Third Party Services or APIs, including their availability or unavailability, during the Services Period does not affect Your obligations under this Master Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such change.

14.4 Any Third Party Content that You store in Your Services Environment will count towards any storage or other allotments applicable to the Cloud Services that You ordered.

15. SERVICES TOOLS AND ANCILLARY SOFTWARE

15.1 Oracle may use tools, scripts, software, and utilities (collectively, the “Tools”) to monitor and administer the Services and to help resolve Your Oracle service requests. The Tools will not collect or store any of Your Content or Your Applications residing in the Services Environment, except as necessary to provide the Services or troubleshoot service requests or other problems in the Services. Information collected by the Tools (excluding Your Content and Your Applications) may also be used to assist in managing Oracle’s product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license and Services management.

15.2 Oracle may provide You with on-line access to download certain Ancillary Software for use with the Services. If Oracle licenses Ancillary Software to You and does not specify separate terms for such Ancillary Software, then, subject to Your payment obligations, (i) You have the non-exclusive, non-assignable, worldwide limited right to use such Ancillary Software solely to facilitate Your access to, operation of, and/or use of the Services Environment, subject to the terms of this Master Agreement and Your order, including the Services Specifications, (ii) Oracle will maintain such Ancillary Software as part of the Cloud Services, and (iii) Your right to use such Ancillary Software will terminate upon the earlier of Oracle’s notice (which may be through posting on <https://support.oracle.com> or such other URL designated by Oracle) or the end of the Cloud Services associated with the Ancillary Software. If Ancillary Software is licensed to You under separate third party license terms, then Your use of such software is subject to such separate terms.

16. SERVICE ANALYSES

Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services Environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content or Confidential Information in a form that could serve to identify You or any individual, and Service Analyses do not constitute Personal Data. Oracle retains all intellectual property rights in Service Analyses.

17. ADDITIONAL NOTICE TERMS

17.1 To request a termination of Services in accordance with this Master Agreement, You must submit a service request to Oracle at the address specified in Your order or the Service Specifications.

17.2 Oracle may give notices applicable to Oracle's Cloud Services customer base by means of a general notice on the Oracle portal for the Cloud Services, and notices specific to You by electronic mail to Your e-mail address on record in Oracle's account information or by written communication sent by first class mail or pre-paid post to Your address on record in Oracle's account information.

18. ADDITIONAL EXPORT TERMS

18.1 You acknowledge that the Cloud Services are designed with capabilities for You and Your Users to access the Services Environment without regard to geographic location and to transfer or otherwise move Your Content and Your Applications between the Services Environment and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts, as well as export control and geographic transfer of Your Content and Your Applications.

19. OTHER

19.1 Oracle is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We are each responsible for paying our own employees, including employment related taxes and insurance. You understand that Oracle's business partners and other third parties, including any third parties with which Oracle has an integration or that are retained by You to provide consulting or implementation services or applications that interact with the Cloud Services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for, bound by, or responsible for any problems with the Services, Your Content or Your Applications arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as an Oracle subcontractor on an engagement ordered under this Master Agreement and, if so, then only to the same extent as Oracle would be responsible for Oracle resources under this Master Agreement.

19.2 You shall obtain at Your sole expense, any rights and consents from third parties necessary for Your Content, Your Applications, and Third Party Content, as well as other vendor's products provided by You that You use with the Services, including such rights and consents as necessary for Oracle to perform the Services under this Master Agreement.

19.3 You agree to provide Oracle with all information, access and full good faith cooperation reasonably necessary to enable Oracle to provide the Services and You will perform the actions identified in Your order as Your responsibilities.

19.4 You remain solely responsible for Your regulatory compliance in connection with Your use of the Services. You are responsible for making Oracle aware of any technical requirements that result from Your regulatory obligations prior to entering into an order governed by this Master Agreement. Oracle will cooperate with Your efforts to determine whether use of the standard Oracle Services offering is consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services.

19.5 Oracle may audit Your use of the Services (e.g., through use of software tools) to assess whether Your use of the Services is in accordance with Your order and the terms of this Master Agreement. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification any fees applicable to Your use of the Services in excess of Your rights. If You do not pay, Oracle can end Your Services and/or Your order. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

19.6 In the event of any inconsistencies between the terms of an order and the Master Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. Except as otherwise permitted in Section 4 (Service

Specifications), Section 10 (Data Protection) and Section 14 (Third Party Web Sites) with respect to the Services, this Master Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Oracle Store by authorized representatives of You and of Oracle. No third party beneficiary relationships are created by this Master Agreement.

[Page Intentionally Left Blank]

EXHIBIT C-3

[Page Intentionally Left Blank]

Facility:
File No.:
Brand:

OPERA SUPPLEMENTAL SERVICES AGREEMENT

This OPERA Supplemental Services Agreement (“**Agreement**”) is dated as of _____, 20____, between _____ a _____ corporation (“**we**”, “**our**” or “**us**”), and _____, (“**Franchisee**,” “**Member**,” “**you**,” or “**your**”). The definitions of some capitalized terms are found throughout this Agreement and in Schedule A attached hereto. All other capitalized terms shall have the meanings ascribed in the Franchise or Membership Agreement.

Recitals

- A. You have entered or are about to enter into an agreement(s) with Oracle America, Inc. d/b/a Oracle Hospitality, or one of its affiliates (collectively, “**Oracle**”) for the purpose of purchasing from Oracle the right to access and/or use, either via a software as a service solution or as an application installed and maintained onsite at the Facility, Oracle’s proprietary property management system referred to as OPERA (the “**OPERA PMS**”), as well as to receive ongoing support from Oracle related to such use (the “**Oracle Agreement**”). You entering into an Oracle Agreement with Oracle, and its ongoing validity is a condition precedent to the effectiveness of this Agreement.
- B. In the event that you and we have already entered into an OPERA Supplemental Services Agreement (“**Previous Agreement**”), this Agreement hereby supersedes and replaces the Previous Agreement in its entirety.

In consideration of the above premises and following mutual promises, the parties agree as follows:

1. Activities.

1.1 Collection of Fees. In exchange for you paying us the fees described in this Agreement, we will perform the Services. Your Oracle Agreement also requires you to pay certain fees directly to Oracle (“**Oracle Fees**”). We have entered, or in the future may enter, into an arrangement with Oracle wherein we will collect such Oracle Fees from you on Oracle’s behalf, and pay Oracle the Oracle Fees owed by you under the Oracle Agreement. In such case, we may retain a percentage of fees collected to reimburse us for our costs associated with such collection. We may modify this payment arrangement in our sole discretion from time to time. If we collect such Oracle Fees from you on Oracle’s behalf, you will see such fees reflected on the monthly invoice you receive from us.

1.2 HTCS Support. We will provide you with the Hotel Technology Client Support services that are described in Schedule C attached hereto (“**HTCS Services**”). The HTCS Services include, but are not limited to, support for technology applications we may offer you from time to time, such as our Reservation System, as well as support of tools such as the Brand

Information Source Portal, and activities related to PMS Vendor Management. For the avoidance of doubt, the HTCS Services do **not** include: (a) support relating to the OPERA databases, servers, application servers and/or storage, each of which are housed at a Oracle data center and not at the Facility; or (b) services relating to data backups, which shall be the Facility's responsibility.

1.3 Additional Services. From time to time, we may provide you with Additional Services, for which we may charge you an additional fee. The additional fee, if any, for Additional Services will always be subject to your prior approval on a case-by-case basis. Any initial installation and/or implementation Services required will be performed as Additional Services hereunder, and any associated up-front costs or fees are identified in Schedule B to this Agreement.

1.4 Disclaimer. We are not responsible for the loss of any data or for any viruses or malware infecting your systems. It is your responsibility to ensure that the Facility's data is adequately backed up at all times and that you maintain current updated anti-virus/anti-malware software at all times. Assistance with restoring lost data or with addressing an infected system may be provided as Additional Services.

2. Payments and Terms.

2.1 Fees. All amounts due to us (and for circumstances where we collect fees from you on Oracle's behalf, to Oracle), as outlined in Schedule B, or as are otherwise approved for Additional Services, are payable upon your receipt of our invoice. If you do not make all payments of fees to us when due, upon written notice to you, we may suspend the Service or Terminate this Agreement. We may increase the ongoing fees on an annual basis by no more than five percent (5%) above the fees paid by you during the immediately preceding twelve (12) month period; provided that we must notify you no less than thirty (30) days prior to any such increase taking effect.

2.2 Overdue Charges. If any charges are not received from you by the due date, then at our discretion, such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

2.3 Suspension of Service and Acceleration. If any fees owing by you under this or any other agreement for our Services is 30 or more days overdue, we may, without limiting our other rights and remedies, accelerate your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend our Services to you until such amounts are paid in full. We will give you at least 7 days prior notice that your account is overdue, in accordance with Section 8.3 below (Notices), before suspending Services to you.

3. Indemnification. You will indemnify and hold harmless us, our Affiliates, successors and assigns and each of the respective directors, officers and employees associated with them against all claims of employees, agents, guests, and all other persons and entities, arising out of the Services including, but not limited to, your failure to comply with this Agreement. We shall not be liable to

you or any other person or entity for personal injury or property loss, including but not limited to, damage to the Facility. You are not obligated to indemnify us for our own negligence or our intentional misconduct.

4. No Warranties.

4.1 SAVE WHERE SUCH WARRANTIES OR REPRESENTATIONS ARE REQUIRED TO BE GIVEN OR MADE BY APPLICABLE LAW, (A) WE MAKE NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY ABOUT THE HTCS SERVICES OR ADDITIONAL SERVICES, THEIR MERCHANTABILITY, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, OR THEIR CONFORMANCE TO THE PROVISIONS AND SPECIFICATIONS OF ANY ORDER OR DOCUMENTATION; AND (B) WE MAKE NO REPRESENTATION OR WARRANTY REGARDING ANY OF THE DATA THAT YOU MAINTAIN OR THE PREVENTION OF ANY VIRUSES OR MALWARE, AND WE ARE NOT RESPONSIBLE FOR THE LOSS OF ANY DATA OR THE INTRODUCTION OF ANY VIRUSES OR MALWARE, EVEN IF SUCH LOSS OR INTRODUCTION RESULTS FROM OUR PERFORMANCE OF SERVICES HEREUNDER. YOU ARE RESPONSIBLE FOR ENSURING THAT YOUR DATA IS ADEQUATELY BACKED UP AND THAT YOU MAINTAIN CURRENT UPDATED ANTI-VIRUS/ANTI-MALWARE SOFTWARE.

4.2 YOU, ON BEHALF OF YOURSELF, YOUR SUCCESSORS AND ASSIGNS, HEREBY WAIVE, RELEASE AND RENOUNCE ALL CLAIMS OR CAUSES OF ACTION THAT YOU MAY HAVE AGAINST US, OUR AFFILIATES, OR OUR OR THEIR OFFICERS, DIRECTORS OR AGENTS, ARISING OUT OF THE SERVICES UNLESS DUE TO OUR WILLFUL MISCONDUCT.

5. Damage Limitation. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL WE OR ANY AFFILIATE BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUES (COLLECTIVELY, “**INDIRECT DAMAGES**”) IN CONNECTION WITH THE SERVICES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE REASONABLY FORESEEN SUCH DAMAGES. IN ADDITION, FOR DIRECT DAMAGES CAUSED BY US (AND ANY INDIRECT DAMAGES TO THE EXTENT THAT THE ABOVE LIMITATION IS NOT RECOGNIZED BY A COURT OR OTHER AUTHORITY) ANY CLAIM SHALL BE LIMITED TO THE TOTAL AMOUNT PAYABLE BY YOU FOR THE SERVICES DURING THE TERM OF THIS AGREEMENT. THE ABOVE LIMITATIONS ON LIABILITY APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE.

6. Term. This Agreement will be effective from the date of execution by you and us, and unless earlier terminated in accordance with this Agreement, shall continue in full force and effect until notice of termination of your Oracle Agreement, or the expiration of the term of your license to operate the Facility under the Franchise Agreement, whichever comes first.

7. Termination and Other Remedies.

7.1 At our option, we may terminate this Agreement immediately: (a) If you fail to make any payment required pursuant to this Agreement, the Oracle Agreement or any other agreement between you and us, and such failure continues uncured for a period of 10 days after we give you written notice; (b) If you breach any other covenant, warranty or agreement under this Agreement, the Oracle Agreement or any other agreement between you and us and the breach continues uncured for a period of 30 days after we or Oracle give you written notice; and/or (c) If the license granted under the Franchise Agreement terminates for any reason and is not immediately replaced by an express written agreement between you and us for a license to continue operation of the Facility.

8. Ownership of Guest Information.

8.1 We shall own all Guest Information that is within our possession or any service provider holding such information on our behalf, and you shall own all Guest Information that is within your possession or any service provider holding such information on your behalf. To the extent that we and you both possess identical Guest Information, our and your respective ownership rights with regard to such Guest Information shall be separate and independent from one another.

9. Additional Provisions.

9.1 Costs and Expenses. The non-prevailing party will pay the costs and expenses incurred, including reasonable attorneys' fees and the expenses, by the prevailing party to enforce this Agreement.

9.2 Force Majeure. If performance by you or us is delayed or prevented because of strikes, inability to procure labor or materials, defaults of suppliers or subcontractors, delays or shortages of transportation, failure of power or telephone transmissions, restrictive governmental laws or regulations, weather conditions, or other reasons beyond the reasonable control of the party, then performance of such acts will be excused and the period for performance will be extended for a period equivalent to the period of such delay. Delays or failures to pay resulting from lack of funds will not be deemed delays beyond your reasonable control.

9.3 Notices. Notices will be effective if reduced to writing and delivered, by next day delivery service, with proof of delivery, by facsimile transmission immediately followed by first class mailing of the original material, or mailed by certified or registered mail, return receipt requested, to the appropriate party at its address in this Agreement or to such party at such address as may be designated by notice in accordance with this Section. Notices will be deemed given on the date delivered or date of attempted delivery, if service is refused.

9.4 Your Forms. We are not bound by any terms of your purchase order forms or notices of acceptance which attempt to impose any conditions at variance with our terms and conditions included in this Agreement or in our invoices, standards manuals, technical specifications or elsewhere. Our failure to object to any provision contained in your printed form is not a waiver of any provision of this Agreement.

9.5 Oral Modifications. This Agreement may not be amended, modified or rescinded except in writing, signed by both parties and any attempt to do so shall be void and of no effect.

9.6 Governing Law/Venue. This Agreement is to be governed by and construed in accordance with the laws of the State of New Jersey, USA, without regard to the conflicts of law provisions thereof. You consent to the non-exclusive personal jurisdiction of the New Jersey state courts situated in Morris County, New Jersey, USA and the United States District Court for the District of New Jersey, USA. You waive objection to venue in any such courts.

9.7 Waiver. If either you or we fail to exercise any right or option at any time under this Agreement, such failure will not be deemed a waiver of the exercise of such right or option at any other time or the waiver of a different right or option. Termination of this Agreement by either you or we will not waive your obligation to make any payments then due to us under this Agreement.

9.8 Severability. If any provision of this Agreement is determined to be void or unenforceable, the provision shall be deemed severed from the Agreement and the remainder of this Agreement shall continue in full force and effect.

9.9 Entire Agreement. This Agreement (including all Appendices, Exhibits, Schedules and attachments) supersedes all prior oral and written agreements and understandings and, together with the order forms attached to this Agreement, constitutes the entire Agreement between the parties with respect to this subject matter. Nothing in this or any other related agreement, however, is intended to disclaim any representations we made in the Franchise Disclosure Document furnished to you by us.

9.10 No Third Party Beneficiary. This Agreement is intended for the sole benefit and protection of the named parties, and no other persons or entities shall have any cause of action or right to payments made or received under this Agreement.

9.11 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties, their successors and permitted assigns. Notwithstanding the above, you may not assign this Agreement without our express written consent, except as permitted under the Franchise Agreement.

9.12 Mediation. The parties agree that all disputes arising under this Agreement may be submitted to non-binding mediation under the National Franchise Mediation Program supervised by the Center for Public Resources (CPR) Institute for Dispute Resolution, 366 Madison Ave., New York, NY 10017; email: info@cpradr.org.

9.13 Survival. The provisions of Sections 3, 4 and 5 and any other provisions which due to their content should have continuing life shall survive the termination of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date set forth in the preamble to this Agreement.

WE:

BY: _____

Vice President

YOU, as Franchisee:

BY: _____

NAME: _____

TITLE: _____

By signing this Agreement, you represent that you are authorized to enter into this Agreement on behalf of the Franchisee.

Your address:

Address for Deliveries (if different):

Our address: 22 Sylvan Way, Parsippany, New Jersey 07054, USA

OPERA SUPPLEMENTAL SERVICES AGREEMENT
SCHEDULE A

Definitions

“Additional Services” means services performed pursuant to this Agreement that are in addition to HTCS Services, and may include, without limitation, services relating to hardware installation, hardware upgrades, data recovery, configuration, and debugging.

“Affiliate(s)” means any and all of the subsidiaries and affiliates, including without limitation each of the corporations, limited liability companies, partnerships, firms, associations, businesses, organizations, and/or other entities that directly or indirectly (either presently or in the future and/or through one or more intermediate entities) control, are controlled by, or are under common control of, but not limited to, Wyndham Hotel Group, LLC.

“Brand Information Source Portal” means an online gateway for communications and important notifications between us and you by providing access to reports, guest feedback, marketing resources, brand standards, quality assurance, training resources and online bill payment. As of the date of this Agreement, the Brand Information Source Portal is currently called MyPortal.

“Brand System” means the business format franchise system and method of doing business defined under the Franchise Agreement.

“Facility” means the Brand System guest lodging facility which you are licensed by us to operate using the Brand System under the Franchise Agreement.

“Franchise Agreement” or “Membership Agreement” means the Franchise or Membership Agreement between you and us granting to you the non-exclusive right to operate the Facility under the Brand System.

“Franchisee” or “Member” means the person or entity set forth in the introductory paragraph of this Agreement, its successors and assigns, as permitted in the Franchise Agreement.

“Guest Information” means any names, email addresses, phone numbers, mailing addresses and other information about guests and customers of the Facility, including without limitation stay information, that either we or you or a person acting on behalf of one or both of us and/or you receives from or on behalf of the other or any guest or customer of the Facility or any other third party.

“HTCS Services” means the Hotel Technology Client Support services that we may provide to the Facility as described in the HTCS Services Description Document, the current form of which is attached hereto as Schedule C.

“PMS Vendor Management” means coordination of vendors in support of troubleshooting issues related to the Services.

“Reservation System” means the applicable computerized central reservation system, or any replacement thereof, that we maintain (directly or by subcontracting with an affiliate or one or more third parties) and/or use, for the purpose of allowing the placing and receiving of lodging reservations, as well as such other services as we may develop and provide in the future, upon conditions including fees which we, in our sole discretion, may place in effect under the Franchise Agreement.

“Services” means the HTCS Services that we provide as described in Section 1, and Schedule C as well as any Additional Services.

OPERA SUPPLEMENTAL SERVICES AGREEMENT
SCHEDULE B

Fees and Payments

The following fees shall be payable by you for the OPERA via a software-as-a-service solution (“SaaS”):

OPERA Product	Monthly Fee (based on number of rooms)	One-Time Set-up Management and Training Fee
OPERA Premium	\$297 – \$687	\$23,075 plus \$450/Interface, \$5,000 EMV Interface and \$3,150/OXI Interface

OPERA SUPPLEMENTAL SERVICES AGREEMENT
SCHEDULE C

HTCS Services

HTCS Services include the following:

1. Diagnosing and resolving Facility network problems per established troubleshooting procedures.
2. Diagnosing and resolving interface problems per established troubleshooting procedures.
3. Diagnosing and resolving workstation configuration and environment problems.
4. Diagnosing and resolving host reservation services communication issues per established troubleshooting problems.
5. Maintaining automated tracking support of all significant incidents.
6. Maintaining staff proficient on current software and functionality.
7. Assisting the Facility with issue resolution related to tools that interface with the services and coordinating with third party providers when necessary.
8. Providing first-level support for the SaaS solution, which shall include the: Opera PMS and any additional interfaces included in the SaaS solution.

EXHIBIT C-4

[Page Intentionally Left Blank]

**THREE PARTY AGREEMENT
AMONG
THE COMPANY, FRANCHISEE AND LENDER**

THIS AGREEMENT ("Agreement") is made and entered into as of _____, 20____, by and among _____ having an office at _____ (hereinafter called the "Lender"), _____ having an office at _____ (hereinafter called the "Franchisee" or "Member"), and _____, a _____ corporation, having an office at 22 Sylvan Way, Parsippany, New Jersey 07054 (hereinafter called the "Company").

Recitals. Franchisee and Company entered into a franchise or membership agreement, dated _____ and certain related agreements ("Primary Agreement"), under which Franchisee will operate and maintain a Chain Facility located at _____, designated as Unit # _____ ("Facility"). Lender has or is about to advance funds to Franchisee and desires to be granted certain rights in respect of the Primary Agreement as part of the collateral security for its loan. Franchisee has requested that Company consent to the grant of a security interest in the Primary Agreement and grant certain other rights to Lender. Company will issue its consent to the collateral assignment of the Primary Agreement and will grant such rights subject to the terms and conditions of this Agreement and the undertakings by Lender and Franchisee set ~~forth~~ below.

NOW, THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties, the parties agree as follows:

1. The Primary Agreement is in full force and effect and there are no uncured notices of default issued to Franchisee by Company under the Primary Agreement on the date of this Agreement.

2. Company consents to the collateral assignment of and granting of a security interest in the Primary Agreement by Franchisee to Lender as security for Franchisee's obligations to Lender. Unless and until Lender notifies Company in writing that it has exercised its rights to the collateral as secured party under the collateral assignment and assumed the benefits and burdens of the Primary Agreement, Company may rely upon Franchisee's authority to act on its own behalf on all matters relating to the Primary Agreement and the franchise relationship between Company and Franchisee.

3. The following provisions apply to Franchisee's defaults under the Primary Agreement and events that give Company the right to terminate the ~~franchise relationship~~ franchise relationship.

3.1 If Franchisee defaults under the Primary Agreement or an event occurs that permits Company to terminate the license granted under the Primary Agreement, Company will notify Lender of such default or event by sending a copy of the default notice to the Franchisee, as and when sent to the Franchisee, or by separate written notice. **Company's failure to give**

notice to the Lender shall not affect its rights under the Franchise Agreement with regard to Franchisee, nor shall the Company be liable to Lender for any damages resulting directly or indirectly from such failure.

3.2 Lender may, but is not obligated to, undertake to cure such default on behalf of Franchisee within the time permitted, if any, under the default notice and the Primary Agreement. Unless Company otherwise consents in writing, Lender's time to cure the default will be the same as Franchisee's time to cure under the terms of the Primary Agreement and the default notice.

4. The following provisions apply when and if Lender forecloses on the Facility or otherwise acquires, directly or through an affiliate, title to or possession of the Facility.

4.1 In the event Lender or an affiliate takes possession of the Facility at a foreclosure sale or by other means, Lender will succeed to and assume the rights and obligations of Franchisee under the Primary Agreement, without payment of an application fee, initial franchise fee or re- license fee on the date (the 'Possession Date') Lender or an affiliate takes actual or constructive possession of the Facility. Lender agrees to sign and deliver an assumption agreement with Company to confirm its assumption of the Primary Agreement and to pay an administrative fee of \$7,500 upon execution promptly after the Possession Date. Lender will then be deemed the successor to Franchisee and will be responsible to remedy all defaults of Franchisee under the Primary Agreement capable of being cured by Lender and perform in the capacity of 'Franchisee' under the Primary Agreement in all respects.

4.2 Lender or its affiliate shall provide proof of insurance meeting Company's requirements for Chain Facilities within 5 business days after the Possession Date.

4.3 Company will furnish Lender with Franchisee's franchise account receivable aging statements on request. Lender will pay any undisputed amounts shown on such statements within 15 days after receipt. The parties will cooperate and work diligently to resolve any franchise account disputes.

4.4 Lender must cure any quality assurance default pending at the Possession Date within 60 days, or enter into a quality improvement agreement within 30 days after the Possession Date to cure the defaults, and must restore the quality assurance scores of the Facility to the entry level required for conversion Chain Facilities acceptable to Company within 120 days after the Possession Date. Company will furnish Lender with a copy of the latest quality assurance inspection report generated before the Possession Date at Lender's request.

4.5 Any subsequent Transfer (as defined in the Primary Agreement) of the Facility by Lender or its affiliate shall be governed by the transfer provisions of the Primary Agreement.

5. In the event Lender causes or participates in the appointment of a receiver for the Facility or Franchisee, Company may exercise its right to terminate the license or the Primary Agreement, unless ~~(i)~~

(i) Lender or the Receiver remedy all defaults of Franchisee then pending under the Primary Agreement within 30 days after the appointment of the Receiver, (ii) the Receiver operates the

Facility in compliance with the Primary Agreement and pays all fees accruing under the Primary Agreement during the period of the Receivership for the pendency of the Receivership, and (iii) Receiver signs and delivers to Company an assumption agreement for the Primary Agreement and pays a \$7,500 administrative fee upon execution.

6. Lender shall, when it commences any judicial or non-judicial foreclosure or similar action because of any default by Franchisee under the terms of its agreements with Lender, notify Company in writing of such action. Lender will send Company copies of any related pleadings, notices, agreements, or other documents published, sent or filed by Lender, upon Company's request.

7. In the event any bankruptcy, insolvency, receivership or similar case is filed by or against Franchisee, Company may exercise its rights and remedies under the Primary Agreement, with permission from or as may be required by a court of law, if Franchisee defaults or has defaulted under the Primary Agreement, whether or not Lender obtains relief to foreclose upon or take possession of the Facility.

8. Franchisee consents to the transmittal of any and all information between Lender and Company from time to time about Franchisee's account with Company, the status of the Primary Agreement, the franchise relationship, and the loans from Lender.

9. Lender will assign this Agreement to any successor holder of Lender's interest in the mortgage or other loan to which this Agreement relates, unless Lender retains the right and obligation to service the loan on behalf of its successor in interest.

10. This Agreement terminates automatically when (i) Lender assigns its interest in the loan to a third party not affiliated with or controlled by Lender ~~and Lender terminates this Agreement by written notice to Company, if and only if its successor refuses to accept the assignment and assume the obligations of Lender under this Agreement,~~ (ii) Company or Franchisee terminates the license or the Primary Agreement in accordance with its terms after giving Lender any notice required under this Agreement and the cause for termination, if any, remains unremedied after the expiration of any applicable cure periods, (iii) Lender no longer has a security interest in the Facility or Lender's loan is paid in full; (iv) the term of the license under the Primary Agreement expires, or ~~(iv)~~ Lender assumes the Primary Agreement under Section 4. There is no equitable right of redemption applicable to this Agreement.

11. All notices sent by any party will be sent to the following addresses, unless a party gives the other parties written notice that notices to it should be sent to a different address. Notices may be given by facsimile transmission with the original mailed via first class mail, postage prepaid, by overnight or courier service with receipted delivery, or by certified or registered first class mail, postage prepaid, return receipt requested.

Company: *****
 22 Sylvan Way Parsippany, NJ 07054 Attn: Senior Vice President, Contracts
 Administration

Lender:

* Address

Address

Attn: *****

Franchisee: *****

Address

Address

Attn: *****

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly signed and executed this Agreement as of the day and year first above written.

COMPANY:

By: _____

Senior Executive Vice President Contracts Administration

LENDER:

~~Attest:~~ _____

By: _____ ~~Attest:~~ _____

Print Name: _____

Title: _____

FRANCHISEE:

By:_____ ~~Attest:~~_____

Print Name:_____

Title:_____

REQUEST FOR THREE PARTY AGREEMENT

TO: Vice President, Franchise Sales & Development

(Franchisor Name) ("Franchisor")

RE: Proposed _____ Brand Facility No. _____ ("Facility")

To be Located at:

DATE: _____, 20____

The undersigned duly authorized representative of the proposed Facility's franchisee ("Franchisee" or "Member") named below requests that Franchisor offer and issue a Three Party Agreement ("TPA") in favor of the "Lender" named below for the purpose of inducing Lender to loan funds (the "~~loan~~Loan") to Franchisee secured by Franchisee's interest in the Facility. Franchisee understands and agrees to the following conditions that apply to the offer and issuance of the TPA, which is subject to the prior completion of the proposed transaction between Franchisor and Franchisee to enter into a Franchise or Membership Agreement for the Facility:

1. Franchisee agrees to and submits herewith a non-refundable Three Party Agreement/Comfort Letter Fee in the amount of \$1,000 for Franchisor's review and processing of this request. The Three Party Agreement/Comfort Letter Fee is non-refundable even if Franchisor and Lender do not enter into a TPA. In addition, Franchisor will not review Franchisee's request for a TPA until the Three Party Agreement/Comfort Letter Fee is received by Franchisor.

2. ~~1~~Franchisee authorizes Franchisor to release (but Franchisor is under no obligation to do so unless first specifically asked in writing) to Lender and its counsel information about the history and current status of the Franchise Agreement for the Facility, including without limitation, the status of the Facility's quality assurance, reservation system service (active or suspended) and franchise fee account. Franchisor may provide a copy of the Franchise Agreement to Lender. Franchisee represents and warrants to Franchisor that Franchisee has disclosed to Lender the current status of the Franchise Agreement and Franchisee's performance under the same and that Franchisee will advise Lender of any changes in that status through the time of closing of the loan.

3. ~~2~~Franchisee requests that upon receipt of this ~~Request~~request form executed by the Franchisee and its Guarantors, Franchisor prepare and offer to Lender its standard form of TPA, which will require Lender or an affiliate to assume the Franchise Agreement for the Facility and cure Franchisee's defaults if Lender or an affiliate takes possession of the Facility after foreclosure or by deed in lieu of foreclosure. Such standard form contains Franchisor's consent

for Franchisee to pledge and assign the Franchise Agreement to Lender. Franchisor will offer the TPA only after Franchisee signs the Franchise Agreement and all related agreements, submits all documents required for closing the Franchise Agreement transaction, and pays Franchisor the initial or affiliation fee required at the time of such closing.

4. ~~3~~Franchisee acknowledges and confirms that Franchisor shall be indemnified and held harmless by Franchisee and the Guarantors of Franchisee's obligations under the Franchise Agreement against any claim, liability, judgment, settlement, cause of action, and damage award in favor of Lender against Franchisor arising from or relating to Franchisee's breach of this ~~Request~~request or the TPA, under the indemnification provision of the Franchise Agreement, and that Franchisee's indemnification obligation represents the consideration paid by Franchisee to Franchisor to offer and issue the ~~Three-Party Agreement~~TPA. Franchisee acknowledges Franchisor is under no obligation to offer or issue the TPA, which inures to the primary benefit of Franchisee and its Guarantors. Franchisee and the Guarantors have no liability for transactions and occurrences accruing after Lender assumes and accepts the Franchise Agreement.

5. ~~4~~Franchisee acknowledges that Franchisor has no obligation to modify the standard form of TPA and shall have no liability to Franchisee or any Guarantor as result of the inability of Lender and Franchisor to reach agreement on the form of ~~Three-Party Agreement~~TPA. Franchisee and the Guarantors each jointly and severally release any and all causes of action and claims against Franchisor arising from the furnishing to Lender of information about the Facility, the Franchise Agreement or Franchisee under this ~~Request~~request or the TPA, or the denial of the loan or refusal to close the loan arising from the inability of the parties to agree upon and execute a mutually acceptable TPA.

6. ~~5~~Franchisee covenants to forward to Lender copies of all default notices from Franchisor received by Franchisee which the loan documents require that Lender receive.

7. ~~6~~If Franchisee requests certain changes to the Franchise Agreement in order for the loan to qualify for financing assistance from the U.S. Small Business Administration, Franchisor will effect such changes so long as the Agreement maintains the mutuality of obligations, rights and powers between Franchisee and Franchisor as to any affected provision.

8. ~~7~~Franchisee acknowledges that the TPA shall not be effective and binding upon Franchisor unless and until Franchisor receives at its home office in Parsippany, New Jersey an original signed by Franchisee and Lender. Franchisor will offer the TPA to Lender subject to such condition as to effectiveness. Franchisee undertakes to confirm with Lender at the closing of the loan that the TPA has been fully executed and sent to Franchisor. Franchisor may, in its sole discretion, withhold its signature and delivery of the TPA until it has received an original instrument signed by Franchisee and Lender.

9. ~~8~~Upon its execution and return to Franchisor, this request shall be effective as an Addendum to the Franchise Agreement and subject to its terms and conditions, except that any limitation therein or in the Guaranty as to the principal amount of liability shall not apply to the obligations set forth in Section ~~34~~34 above.

Submitted by and behalf of the Franchisee named below by the undersigned, who personally represents and warrants to Franchisor that Franchisee has duly authorized the signer to execute,

deliver and cause Franchisee to perform this ~~Request~~request. This ~~Request~~request may be signed and submitted in multiple counterparts and shall be binding if sent by fax to Franchisor.

Franchisee:_____

By: _____
Signature

Print Name:_____

Guarantors: _____
Signature Signature

Signature

Lender: _____

Address: _____

Attention: _____

Fax: _____

Telephone: _____

[Page Intentionally Left Blank]

LENDER NOTIFICATION AGREEMENT RELATING TO FRANCHISE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as _____, _____, by and among _____, ("Lender"), and _____, having an office at _____ at _____ ("Franchisee" or "Member"), and _____, a _____ corporation, having an office at 22 Sylvan Way, Parsippany, New Jersey 07054 (the "Company").

Recitals. Franchisee and Company entered into a Franchise or Membership Agreement dated _____, _____, and certain related Agreements (collectively the "Franchise Agreement" or "Membership Agreement"). The Franchisee agreed among other things to ~~operate~~

~~and operate~~ and maintain a _____

-Facility located at _____

-designated by Company as Unit

_____ (the "Unit"). Franchisee has obtained or is about to obtain from Lender a loan (the "Loan") in which funding is to be provided with the assistance of the United States Small Business Administration ("SBA") [and a local Certified Development Company ("CDC")]. The address and contact party for Lender, [CDC] and SBA are listed on Exhibit A.

NOW, THEREFORE, in consideration of the mutual promises below, and for good and valuable consideration in hand paid by each of the parties to the others, the receipt and sufficiency of which all of the parties acknowledge, the parties agree as follows:

1. The Franchise Agreement is in full force and effect, and Company has sent no official notice of default to Franchisee under the Franchise Agreement that remains uncured on the date hereof.

2. If Franchisee defaults or an event occurs that under the Franchise Agreement will give Company the right to terminate the ~~License~~license granted under the Franchise Agreement (the "License"), or the Franchise Agreement, if the License is not then in effect, the Company will give Lender, [CDC] and SBA notice of such default or event by sending via first class mail a copy of the notice sent to the Franchisee, as and when sent. All notices sent by the Company will be sent to Lender, [CDC] and SBA to the addresses set forth on Exhibit A unless Lender, [CDC] or SBA gives the Company written notice addressed to the Vice President – Franchise Administration at the above address that notices should be sent to a different address. **Company's failure to give notice to Lender, [CDC] and SBA shall not affect its rights under the Franchise Agreement with regard to Franchisee, nor shall the Company be liable to Lender, [CDC] and SBA for any damages resulting directly or indirectly from such failure.** Lender, [CDC] and SBA may, but none are obligated to, undertake to cure such default on behalf of Franchisee within the time permitted, if any, under the default notice and the Franchise Agreement.

3. Franchisee consents to the transmittal of any and all information about Franchisee among Lender, [CDC] or SBA and Company from time to time.

4. Company will not unreasonably withhold, delay or condition its consent to any proposed Transfer (as defined in the Franchise Agreement) requiring Company's consent under Section 9 of the Franchise Agreement.~~5.~~ Company will provide to Lender, [CDC] and SBA copies of its records relating to Franchisee's outstanding accounts receivable to Company and quality assurance inspections, no more than once every 90 days, upon receipt of a ~~written request~~written request.

5. ~~6.~~ Neither Company nor Franchisee will exercise any right to terminate the License or the Franchise Agreement without cause, including any rights added by special stipulation, without first obtaining the consent of SBA [and CDC].

6. ~~7.~~ This Agreement automatically terminates on the earliest to occur of the following: (i) a Termination occurs under the Franchise Agreement; (ii) the Loan is paid; or (iii) SBA [and CDC] no longer have any interest in the Loan.

IN WITNESS WHEREOF, the parties hereto have duly signed and executed this Agreement as of the day and year first above written.

COMPANY:

By:_____

Name:_____

Title: Vice President

LENDER:

By:_____

Name:_____

Title:_____

FRANCHISEE:

By:_____

Lender Notification - 10

Name:_____

Title:_____

EXHIBIT A

1. Address and contact for SBA:

2. Address and contact for CDC:

3. Address and contact for Lender:

[Page Intentionally Left Blank]

**REQUEST FOR LENDER NOTIFICATION AGREEMENT
TO ASSIST WITH SBA FINANCING**

To: Senior Vice President, Franchise Administration Services

(Franchisor Name) (“Franchisor”)

Re: _____ Brand Facility No. _____ (“Facility”)

Located at: _____

Date: _____, 20__

The undersigned duly authorized representative of the Facility’s franchisee (“Franchisee” or “Member”) named below requests that Franchisor offer and issue a Lender Notification Agreement (“LNA”) in favor of the “Lender”, the Certified Development Company (“CDC”) (if any) and the United States Small Business Administration (“SBA”), all as named below for the purpose of inducing Lender to loan funds (the “~~loan~~Loan”) to Franchisee secured by Franchisee’s interest in the Facility, under the SBA’s 7(a) or 504 financing programs. Lender, SBA and the CDC are referred to as the “Lender Group”. Franchisee understands and agrees to the following conditions that apply to the offer and issuance of the LNA:

1. Franchisee authorizes Franchisor to release (but Franchisor is under no obligation to do so unless first specifically asked in writing) to the Lender Group and their respective counsel information about the history and current status of the Franchise Agreement for the Facility, including without limitation, the status of the Facility’s quality assurance, reservation system service (active or suspended) and franchise fee account. Franchisor may provide a copy of the Franchise Agreement to the Lender Group. Franchisee represents and warrants to Franchisor that Franchisee has disclosed to the Lender Group the current status of the Franchise Agreement and Franchisee’s performance under the same, and that Franchisee will advise the Lender Group of any changes in that status through the time of closing of the loan.
2. Franchisee requests that upon receipt of this ~~Request~~request form executed by the Franchisee and its Guarantors, Franchisor prepare and offer to the Lender Group its standard form of LNA, which will offer Lender the opportunity to cure Franchisee’s defaults under the ~~Franchise Agreement~~FranchiseAgreement.
3. Franchisee acknowledges and confirms that Franchisor shall be indemnified and held harmless by Franchisee and the Guarantors of Franchisee’s obligations under the Franchise Agreement against any claim, liability, judgment, settlement, cause of action, and damage award in favor of any of the Lender Group against Franchisor arising from or relating to Franchisee’s breach of this ~~Request~~request or the LNA, under the indemnification provision of the Franchise Agreement, and that Franchisee’s indemnification obligation represents the consideration paid by

Request Lender Notification - 12

Franchisee to Franchisor to offer and issue the LNA. Franchisee acknowledges Franchisor is under no obligation to offer or issue the LNA, which inures to the primary benefit of Franchisee and its Guarantors.

4. Franchisee acknowledges that Franchisor has no obligation to modify the standard form of LNA and shall have no liability to Franchisee or any Guarantor as result of the inability of the Lender Group and Franchisor to reach agreement on the form of LNA. Franchisee and the Guarantors each jointly and severally release any and all causes of action and claims against Franchisor arising from the furnishing to the Lender Group of information about the Facility, the Franchise Agreement or Franchisee under this ~~Request~~request or the LNA, or the denial of the loan or refusal to close the loan arising from the inability of the parties to agree upon and execute a mutually acceptable LNA.

5. Franchisee covenants to forward to any of the Lender Group copies of all default notices from Franchisor received by Franchisee which the loan documents require that such member of the Lender Group receive.

6. If Franchisee requests certain changes to the Franchise Agreement in order for the loan to qualify for financing assistance from the SBA or CDC, Franchisor will effect such changes so long as the Agreement maintains the mutuality of obligations, rights and powers between Franchisee and Franchisor as to any affected provision.

7. Franchisee acknowledges that the LNA shall not be effective and binding upon Franchisor unless and until Franchisor receives at its home office in Parsippany, New Jersey an original signed by Franchisee and all of the Lender Group. Franchisor will offer the LNA to Lender subject to such condition as to effectiveness. Franchisee undertakes to confirm with Lender at the closing of the loan that the LNA has been fully executed and sent to Franchisor. Franchisor may, in its sole discretion, withhold its signature and delivery of the LNA until it has received an original instrument signed by Franchisee and all of the Lender Group.

8. Upon its execution and return to Franchisor, this request shall be effective as an Addendum to the Franchise Agreement and subject to its terms and conditions, except that any limitation therein or in the Guaranty as to the principal amount of liability shall not apply to the obligations set forth in Section 3 above.

Submitted by and behalf of the Franchisee named below by the undersigned, who personally represents and warrants to Franchisor that Franchisee has duly authorized the signer to execute, deliver and cause Franchisee to perform this ~~Request~~request. This ~~Request~~request may be signed and submitted in multiple counterparts and shall be binding if sent by fax to Franchisor.

Franchisee: _____

By: _____
Signature

Print Name: _____

Guarantors: _____
Signature

Signature

Signature

Lender: _____ Address: _____

Attention: _____

Fax: _____

Telephone: _____

CDC: _____

Address: _____

Attention: _____

Fax: _____

Telephone: _____

SBA Regional Office: _____

Address: _____

Attention: _____

Fax: _____

Telephone: _____

[Page Intentionally Left Blank]

EXHIBIT C-5

[Page Intentionally Left Blank]

UnitSite
No:
Location:

TERMINATION AND RELEASE AGREEMENT

This TERMINATION AGREEMENT (~~the~~this "Agreement") is dated as of _____, _____, ("Effective Date") among _____, a _____ corporation ("we" or "us"), _____, _____ ("you" and "your") and _____ and _____ (collectively, the "Guarantors").

~~Recitals. This~~

RECITALS

WHEREAS, this Agreement relates to that certain Franchise Agreement, dated _____, between us and you, and all ancillary documents and addenda thereto, (collectively, the "PrimeFranchise Agreement") granting you a _____ System License (the "License") to operate a _____-room _____ guest lodging facility located at _____ and designated as Unit #Site No. (the "UnitFacility"). The PrimeFranchise Agreement is incorporated by reference into this Agreement; and

~~You~~WHEREAS, you have requested the early termination of the LicenseFranchise Agreement for the Unit-WeFacility and we acknowledge your request. The parties desire to terminate the License and the PrimeFranchise Agreement according to this Agreement.

~~In~~

AGREEMENT

NOW, THEREFORE, it is hereby stipulated and agreed by and between the undersigned parties upon the foregoing premises and in consideration of the ~~premises and for~~premises, mutual covenants, and agreements set forth herein, and other good and valuable consideration, the ~~receipt and~~ sufficiency of which ~~the parties mutually acknowledge, the parties agree~~is hereby acknowledged, as follows:

1. Termination Date. The LicenseFranchise Agreement shall terminate on _____, 20____ (the "Termination Date"). You acknowledge that on the Termination Date your ~~License~~License to operate the UnitFacility under the ~~System and Marks-~~ System and Marks terminates and you are no longer authorized to _____ Marks. _____ Until the _____ display, use, or exploit the _____
Termination Date, you must continue to perform all your obligations under the PrimeFranchise Agreement, including payment of all Recurring Fees, commissions, charges and other fees, and maintenance of quality and operational standards as required by the System. Notwithstanding this Agreement, you may still be subject to default and/or termination for any breaches of the PrimeFranchise Agreement occurring prior to the Termination Date. On and after the Termination

Date, we have no further obligation to provide any services to you under the [PrimeFranchise Agreement](#) or any other agreement. We have no obligation to provide reservation services for any guest stay that includes any night on or after the Termination Date. Access to our brand portal on the Internet will be terminated.

2. Reports; Payment of Fees.

(a) You will submit to us all Monthly Franchise Reports required under the [PrimeFranchise Agreement](#) for Gross Room Revenues accruing through the Termination Date no later than ten days after the Termination Date.

(b) (i) You will pay to us all outstanding Recurring Fees, commissions, charges and other fees accruing under the [PrimeFranchise Agreement](#) through the Effective Date. You will pay us this amount in certified funds when you sign and return this Agreement to us. We estimate that the accrued unpaid Recurring Fees and other amounts due under the [PrimeFranchise Agreement](#) are \$____ as of __, 20__. (ii) You will pay us any additional Recurring Fees, commissions, charges and other fees accruing under the [PrimeFranchise Agreement](#) through the Termination Date no later than ten days after the Termination Date. (iii) You will pay any invoices we send to you after the Termination Date for additional amounts due under the [PrimeFranchise Agreement](#) and any other agreement with us within ten days after receipt.

(c) You and the Guarantors acknowledge the obligation to pay Liquidated Damages to us as a result of the early termination of the Franchise Agreement. However, you will not be liable to us for Liquidated Damages that we would otherwise assess because of the early termination of the [PrimeFranchise Agreement](#) provided this Agreement is fully executed and you fulfill your obligations under this Agreement. **OR**

(c) You and the Guarantors acknowledge the obligation to pay Liquidated Damages to us in the amount of \$____, as a result of the early termination of the [PrimeFranchise Agreement](#). You and the Guarantors will execute and deliver to us the Promissory Note (the "Note") in the amount of \$_____, attached to this Agreement. The Note will be due and payable ~~on _____, unless the Note is cancelled under the~~ pursuant to its terms specified in the Note. **OR**

(c) You and the Guarantors acknowledge the obligation to pay Liquidated Damages to us as a result of the early termination of the Franchise Agreement. You will pay to us the amount of \$____, to resolve your obligation to pay Liquidated Damages relating to the [PrimeFranchise Agreement](#). You will pay this amount to us in certified funds when you sign and return this Agreement to us.

3. De-identification.

(a) You acknowledge that the [PrimeFranchise Agreement](#) requires you to perform certain post-termination obligations. In addition to any such obligations specified in the [PrimeFranchise Agreement](#) no later than ten days after the Termination Date, you will (i) remove all signage and other items bearing the _____ trade name, trade marks and service marks ("Marks"); (ii) perform all post-termination obligations specified in the System Standards Manual; (iii) change all signs, billboards, and listings in telephone directories, travel guides,

hotel indices and similar materials in which the UnitFacility is identified as a _____ brand facility; and (iv) remove the Marks from any advertising or promotional activities on, around or directed towards the UnitFacility, including any web sites, web pages, metatags or search engines. You will cooperate fully with us regarding any post-termination inspections by us to verify that the UnitFacility has been properly de-identified.

(b) You acknowledge that any unauthorized use of the Marks, or any marks confusingly similar to the Marks, shall cause irreparable harm for which there is no adequate remedy at law, entitling us to injunctive and other relief. Such relief shall include, but is not limited to, entering the UnitFacility without prior notice to remove software for accessing the Reservation System, all copies of the System Standards manuals, and all of our other personal property, and painting over or removing and purchasing for \$10.00, all or part of any interior or exterior Mark-bearing signage (or signage face plates), including billboards, whether or not located at the UnitFacility that you have not removed or obliterated. You shall promptly pay or reimburse us for the cost of removing such items, net of the \$10.00 purchase price.

(c) Effective on the Termination Date, all software licenses granted to you by us terminate. You will then cease to use any property management system software we provided to you, and we and our affiliates will have no further obligation to provide any hardware or software maintenance services to you. You have no further right to obtain any information about guests of the UnitFacility that we maintain in our enterprise data warehouse.

4. Guarantors. The undersigned Guarantors affirm that their obligations under the Guaranty to guarantee your payment and performance under the PrimeFranchise Agreement shall extend to your obligations to pay and perform under this Agreement.

5. Audit Rights. Notwithstanding the Termination Date, we retain the right to perform audits of the UnitFacility's books and records for a period of two years after the Termination Date. You acknowledge that your audit and record keeping obligations under the PrimeFranchise Agreement survive until the expiration of the two year period. You agree promptly to pay or contest in good faith any audit assessment we issue if we determine that any additional Recurring Fees or other amounts may be due to us as a result of the audit. Your obligations under this Section terminate at the end of the two year audit period.

6. Representations and Warranties. You and the Guarantors each ~~represents~~represent and warrant to us that: (a) you have reported the Gross Room Revenues of the UnitFacility accurately and correctly calculated the fees due during the Term of the PrimeFranchise Agreement; (b) after the Termination Date, you and Guarantors will not retain possession of any Confidential Materials we provided to you; (c) you, Guarantors and your agents have not disclosed or made unauthorized copies of any Confidential Materials in violation of the PrimeFranchise Agreement; (d) no consent of any third party is required to enter into or perform this Agreement; (e) you and/or Guarantors have not filed a lawsuit or arbitration demand against us, our direct and indirect parent companies or affiliates; (f) you and/or Guarantors are not the subject of any pending bankruptcy, receivership, composition, assignment, or similar proceeding; (g) you have obtained the necessary authorization to execute and perform this Agreement; and (h) the persons negotiating and executing this Agreement on your behalf have been duly authorized by your owners and your governance board.

7. General Release.

(a) By entering into this Agreement, you and the Guarantors, for each of yourselves and your members, partners, officers, directors, employees, agents, shareholders, representatives, parent companies, subsidiaries, and affiliates, and their successors, heirs, and assigns, hereby release and waive any claims and causes of action against us, our officers, directors, employees, agents, shareholders, representatives, parent companies, subsidiaries, and affiliates, and the successors and assigns of each of them, arising out of the offer, sale, execution, delivery, performance, administration, and termination of the License, the PrimeFranchise Agreement and the related agreements regarding the UnitFacility. This release applies only to those claims that were or could have been asserted relating to the UnitFacility and the relationship between you and us and does not apply to any claims which may exist or which may arise in the future regarding any other guest lodging facility.

(b) Subject to Section 8 below, and your and Guarantors' complete performance of your obligations under this Agreement, the PrimeFranchise Agreement and any other UnitFacility-related agreements with us or our affiliates, we, for ourself and our successors and assigns, hereby release and waive any claims and causes of action against you and Guarantors arising out of the offer, sale, execution, delivery, performance, and termination of the License, the PrimeFranchise Agreement and the related agreements regarding the UnitFacility. This release applies only to those claims that were or could have been asserted relating to the UnitFacility and the relationship between you and us and does not apply to any claims which may exist or which may arise in the future regarding any other guest lodging facility. If, at any time, the monies paid to us in consideration for our release are set aside as a preference under 11 U.S.C. §§ 547 and/or 544, or are otherwise ordered to be disgorged from us in connection with legal proceedings that involve you, our release provided herein shall be deemed null and void.

8. Survival. Despite the mutual releases provided in Section 7, the parties agree that the following survive: (a) the indemnification obligations specified in the PrimeFranchise Agreement continue in full force for any transactions, occurrences, and events occurring during the Term specified in the PrimeFranchise Agreement and for any transactions, occurrences, and events occurring during the period the UnitFacility was operated by you or on your behalf using the Marks; (b) the benefits of all insurance policies you obtained for the UnitFacility accrue to us for transactions, occurrences and events occurring during the period in which the PrimeFranchise Agreement was in effect or for any transactions, occurrences and events occurring during the period the UnitFacility was operated using the Marks; (c) the confidentiality obligations specified in this Agreement and the PrimeFranchise Agreement; and (d) the audit and record keeping provisions in the PrimeFranchise Agreement and Section 5 of this Agreement, for the time periods such provisions specify. The PrimeFranchise Agreement shall remain in effect solely as to such provisions until the expiration of the applicable statutes of limitation as to claims and actions that could be asserted by third parties.

9. Confidentiality. Each party hereto and their respective counsel agree that they will not disclose any of the terms of this ~~Settlement~~-Agreement or any amounts to be paid to us pursuant to this ~~Settlement~~ Agreement. The Parties and their respective counsel are not, however, precluded from disclosing the terms of the ~~Settlement~~ Agreement to their attorneys, accountants, tax preparers, paid financial advisors and/or any governmental, regulatory or judicial authority

which might compel the disclosure of this ~~Settlement~~-Agreement, or otherwise to the extent required by law or demanded by any governmental or regulatory entity. Notwithstanding the foregoing, if any of the parties is served with a subpoena or other governmental or judicial process seeking to compel the disclosure of this ~~Settlement~~-Agreement, it shall be the responsibility of the party that receives the subpoena or other governmental or judicial process to notify all other parties to this ~~Settlement~~-Agreement within 72 hours of receipt, thus affording the other parties to this ~~Settlement~~-Agreement an opportunity to move to quash the subpoena and/or oppose the entry of any order seeking to compel the disclosure of this ~~Settlement~~ Agreement. Additionally, in the event it becomes necessary to file this ~~Settlement~~-Agreement with a Court in any future enforcement action between the parties, the parties hereby agree to apply jointly for leave to file this ~~Settlement~~ Agreement under seal.

10. Consultation with Counsel. You and Guarantors acknowledge that each of you have consulted with, or had the opportunity to consult with, legal counsel of your own selection about this Agreement. You and Guarantors each understand how this Agreement will affect your legal rights and voluntarily enter into this Agreement with such knowledge and understanding.

11. Attorneys' Fees. The parties agree that the non-prevailing party will pay all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party to enforce this Agreement or collect amounts owed under this Agreement.

12. ~~11.~~ Consent to Jurisdiction. This Agreement will be governed by and interpreted under New Jersey law. The parties hereby consent and waive all objections to the non-exclusive personal jurisdiction of, and venue in, the United States District Court of New Jersey and the state courts situated in Morris County, New Jersey for the purposes of all cases and controversies involving this Agreement and its enforcement.

13. ~~12.~~ Capitalized Terms. Capitalized terms not otherwise defined in this Agreement shall have the meaning assigned to that term in the ~~Prime~~Franchise Agreement, including its addenda and amendments.

14. ~~13.~~ Execution in Counterparts. To facilitate execution of this Agreement by geographically separated parties, this Agreement and all other agreements and documents to be executed in connection herewith may be executed in as many counterparts as may be required; and it shall not be necessary that the signatures on behalf of each party appear on each counterpart; but it shall be sufficient that the signature on behalf of each party appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a number of counterparts containing the respective signatures on behalf of all the parties hereto. All facsimile executions shall be treated as originals for all purposes.

15. ~~14.~~ Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties respecting the settlement relating to the ~~Unit~~Facility. This Agreement may not be changed or modified, except by a writing signed by the parties hereto.

(Signatures follow on next page) IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated above.

(Signatures follow on next page)

FRANCHISOR:

<<INSERT NAME OF FRANCHISOR>>

Attest:_____

By:_____

(Assistant) Secretary _____ Name:

FRANCHISEE:

By:_____

Name: Title:

GUARANTORS:

Witness:_____

_____ By:_____

Witness:_____

_____ By:_____

EXHIBIT C-6

[Page Intentionally Left Blank]

Signature Reservation Services Agreement

Franchisee: (“you” or “your”)
Brand:
Property Location: (“Property”)
Account Number:

Wyndham Hotel Group, LLC (“we”, “us” or “our”), through third-party vendors, has developed two services, Digital Search Call Transfer (“DSCT”) and Property Call Transfer (“PCT”), under which callers inquiring about reservations at franchised properties may have their calls handled by our reservation agents (“Agents”) who will book reservations on your behalf (each of DSCT and PCT a “Service” and, collectively, “the Services”).

The Services are described in more detail in Schedule A (DSCT) and Schedule B (PCT) to this Agreement. To participate in PCT you must satisfy, in our sole discretion, certain technology and resource requirements specified in Schedule B. **You acknowledge that, in the event you choose to participate in the PCT Service but fail to satisfy our requirements for that Service, including by failing to transfer a reasonable volume of calls in good faith to our reservation agents during the Term, you shall be enrolled automatically to participate in the DSCT Service.**

Subject to satisfying our requirements, if applicable, indicate which of the Services you wish to participate in by checking the appropriate box below:

- ☐ Digital Search Call Transfer (Schedule A)
- ☐ Property Call Transfer (Schedule B)

Regardless of whether you participate in DSCT or PCT, or any other additional or replacement Service we may introduce during the Term, you agree to participate in the applicable Service in accordance with the following:

1. Fees. Beginning on the “Billing Commencement Date”, we will charge you a “Call Transfer ~~Booking Fee~~” of ~~(i) 3.5% of the Gross Room Revenue (“GRR”) for reservations booked by us with a maximum of \$67.00 per booking for the DSCT Service, and (ii) \$2.95 for each call transferred for the PCT Service, regardless if the call results in a reservation as reflected on Schedule A or Schedule B, as applicable.~~ The Billing Commencement Date for the DSCT Service is the date that our ~~Central Reservation Center Agents~~ books the first room reservation at ~~the your~~ Property ~~under the Service.~~ The Billing Commencement Date for the PCT Service is the date that our Central Reservation Center Agents receives the first call transferred call from your Property. We will invoice you monthly for the Call Transfer ~~Booking~~ Fees which shall be payable when your Royalties are due under your franchise or membership agreement with us. We may, in our discretion, increase the Call Transfer ~~Booking Fee~~ to cover our costs provided such fees are increased for all similarly situated Properties, both the percentage of the GRR and the per booking maximum for the DSCT Service and the per call amount for the PCT Service. We shall notify you no less than thirty (30) days prior to any such increase taking effect.

2. Term. This Agreement will begin when we countersign this Agreement after you sign it and will continue until the expiration or termination of your franchise or membership agreement with us or our affiliate. In addition, we shall have the right to terminate this Agreement at any time without cause upon thirty (30) days' written notice.

3. Change to Services. We reserve the right to amend, cancel, or replace any of the Services as business circumstances warrant, in our sole discretion, upon 30 (thirty) days' written notice. In the event that we cancel any Service in which you are then currently participating, then we may, at our option, replace the Service with an alternative Service or require you to participate in another Service then currently offered under this Agreement.

3.4. Dispute Resolution. Any disputes arising under this Agreement will be resolved in accordance with the dispute resolution procedures under your franchise or membership agreement with us or our affiliate, including but not limited to, the provisions concerning waiver of jury trial, consent to venue and personal jurisdiction, and choice of law.

4.5. No Warranty. WE MAKE NO REPRESENTATION OR WARRANTY REGARDING THE VOLUME OF RESERVATIONS OR AMOUNT OF REVENUES THAT THE PROPERTY WILL ATTAIN AS A RESULT OF THE SERVICE OR THAT YOUR RESERVATIONS OR REVENUE WILL INCREASE. WE MAKE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SERVICE. YOU, ON BEHALF OF YOURSELF, YOUR SUCCESSORS AND ASSIGNS, HEREBY WAIVE, RELEASE AND RENOUNCE ALL CLAIMS OR CAUSES OF ACTION THAT YOU MAY HAVE AGAINST US, OUR AFFILIATES, OR OUR OR THEIR OFFICERS, DIRECTORS OR AGENTS, ARISING OUT OF THE SERVICES, UNLESS DUE TO OUR WILFULL MISCONDUCT.

5.6. Limitation on Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST REVENUE (COLLECTIVELY REFERRED TO AS "INDIRECT DAMAGES") ARISING FROM, RELATING TO, OR IN CONNECTION WITH THE SERVICE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES. IN ADDITION, EACH PARTY'S DIRECT DAMAGES (AND ANY INDIRECT DAMAGES TO THE EXTENT THAT A COURT OF COMPETENT JURISDICTION OR OTHER AUTHORITY DOES NOT RECOGNIZE OR ENFORCE THE ABOVE WAIVER) SHALL BE LIMITED TO THE TOTAL FEES PAID BY YOU TO US DURING THE THEN CURRENT TERM.

6.7. Force Majeure. In no event shall either party be liable for any failure or delay in performance (except for the obligation to remit fees) due to causes or circumstances beyond its reasonable control and without its fault or negligence (including, but not limited to, Acts of God, acts of the public enemy, war or terrorism, acts of the United States of America, or any state,

territory or political division of the United States of America, or of the District of Columbia, fires, floods, or other natural disaster, strikes or any other labor disputes, communication line failures, and/or freight embargoes).

7.8. Miscellaneous. The parties agree that this Agreement contains the entire agreement between the parties relating to the Services, superseding and terminating any prior representation, warranty or agreement, whether oral or in writing. Nothing in this or any other related agreement, however, is intended to disclaim any representations we made in the Franchise Disclosure Document that we or our affiliate furnished to you. No modification, amendment or waiver of this Agreement will be binding upon either party unless the same has been made in writing and executed by both parties. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. You may not assign this Agreement without our prior written approval. All facsimile executions shall be treated as originals for all purposes.

ONLY AN AUTHORIZED REPRESENTATIVE OF THE PROPERTY SHOULD SIGN THIS AGREEMENT. BY SIGNING THIS FORM, you represent that you agree to the above terms and that you are authorized to bind the Property.

WE/FRANCHISOR:

YOU/PROPERTY:

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

Execution Date:_____

Schedule A

Digital Search Call Transfer

1. **Our Responsibilities.** We will:

(a) Hire and train ~~agents~~Agents at our Central Reservation Center to handle reservation calls on behalf of your Property, including responding to questions about your Property and attempting to book reservations at your Property. The goal is for the transfer to our Central Reservation Center to appear seamless to the customer and that our ~~reservation a~~Agents ~~are appear as~~ an extension of your hotel staff.

(b) Through our third-party vendor, provide a new, dedicated telephone number for your Property to appear on search engines and other digital platforms which will connect to an Interactive Voice Response. Callers to this telephone number will be able to select a number for reservation inquiries. All reservation inquiry calls will be directed to our Central Reservation Center. We will own the telephone number and you must cease all use of it when your participation in the Service ends. You may not use the telephone number in any advertising or marketing materials or on any websites without our prior written approval.

2. **Your Responsibilities.** You will be responsible for:

(a) Working with our team to verify that your Property information, including Property description, address, amenities, inventory, and all other content is updated and accurate in our Central Reservation System at all times.

3. **Fees.** The Call Transfer Fee is 3.5% of the Gross Room Revenue (“GRR”) for each reservation booked by us, up to a maximum of \$7.00 (seven dollars) per reservation booked.

:

Schedule B

Property Call Transfer

1. Our Responsibilities. We will:

(a) Hire and train ~~agents~~Agents at our Central Reservation Center to handle reservation calls on behalf of your Property, including responding to questions about your Property and attempting to book reservations at your Property. The goal is for the transfer to our Central Reservation Center to appear seamless to the customer and that our ~~reservation a~~Agents ~~are appear as~~ an extension of your hotel staff.

(b) Provide you with a dedicated toll-free telephone number for transferring Qualified Calls (as defined below) to the Central Reservation Center. We will own the toll-free number and you must cease all usage of it when your participation in the Service ends. You may not disclose the toll-free number to any person except your staff on a need to know basis and you may not use it in any advertising or marketing materials for the Property.

2. Your Responsibilities. You will be responsible for:

(a) Installation, at your cost, of any PBX hardware and software necessary to interface with the Central Reservation Center. You may also install, at your option and cost, an interactive voice response or “auto-attendant” system at the Property.

(b) Providing sufficient technology or people at the Property, in our sole discretion, to pre-qualify callers before transferring them to the Central Reservation Center. You will only transfer calls from guests who express an interest in reservations at your Property. If you utilize an auto attendant system at the Property, you will designate one key function for reservation information for the property, and you will only transfer these self-selected guests to the Central Reservation Center. These kinds of calls are referred to as “Qualified Calls.”

(c) Transferring, in good faith, a reasonable volume of calls to our Central Reservation Center. If we determine, in our reasonable discretion, that you are not forwarding calls to the program in good faith, you shall be enrolled into the DSCT service.

3. Fees. The Call Transfer Fee is \$2.95 per call transferred to our Central Reservation Center, regardless of whether the call results in a booked reservation.

[Page Intentionally Left Blank]

HOTEL REVENUE MANAGEMENT AGREEMENT

This HOTEL REVENUE MANAGEMENT AGREEMENT ("Agreement") is made as of _____, 20__ ("Commencement Date") by and between Wyndham Hotel Group, LLC, with offices located at 22 Sylvan Way, Parsippany, New Jersey 07054 ("we", "our", or "us") and _____ with principal offices located at _____ ("you") regarding the guest lodging facility located at _____ - ~~("Hotel")~~. ("Facility").

Recitals. We have developed a supplementary revenue management consulting service as described in Exhibit A, (the "Service") in addition to the primary services we provide to franchisees under their franchise ~~agreements or membership agreement~~ ("Franchise Agreement"). You are required to participate in the revenue management service ~~and agree to participate, all in accordance with the terms of this Agreement. You must, at a minimum, participate in our Gold Revenue Management Service, or as~~ as may be described in your Franchise Agreement. As an option, you may select to participate in ~~any~~ higher service level of Revenue Management Service as we may offer to the System of your ~~Hotel~~ Facility instead. By signing below, you acknowledge that you will participate in such mandatory or optional Revenue Management Services at the rates set forth and in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the terms and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, you and we agree as follows:

1. **Provision of Services.** We will provide the Service in accordance with the Revenue Management Policies and Best Practices ("RM Policies") set forth in System Standards. You will establish the reference room rate for the ~~Hotel~~ Facility upon which all other rates are based ("Rate of the Day") and retain ultimate control over all revenue management decisions. Subject to the foregoing, by entering into this Agreement, you explicitly (i) agree to abide by the RM Policies, (ii) authorize us to access your room rates, inventory and other ~~Hotel~~ Facility information in our Reservation System, your ~~Hotel~~ Facility's property management system, your ~~Hotel~~ Facility's food and beverage system (if applicable), and any extranet you have with an on-line travel agency or similar distribution company, and (iii) authorize us to make adjustments to the ~~Hotel~~ Facility's rates, inventory and restrictions in order to comply with the RM Policies without advance notice to you. We will not, however, change the Rate of the Day without authorization from you. In addition, you may modify or reverse any change we make by notifying us, providing it is consistent with the RM Policies.
2. **~~Hotel~~ Facility Representative.** You shall designate at the end of this Agreement a primary ~~Hotel~~ Facility representative who shall have the authority to make revenue management decisions for the ~~Hotel~~ Facility and a secondary representative who shall exercise such authority in the absence of the primary representative. We may communicate with these representatives by telephone, e-mail or in another manner, and may rely on any communication which we believe, in good faith, is from them. You may change your designation at any time by notifying us in accordance with Section 11(E) below. Upon our request, the ~~Hotel~~ Facility representative shall provide, feedback concerning the performance, operation

and general acceptability of the Service, as well as recommendations for improvement.

3. **Fee.** You shall pay to us the Fees set forth in Exhibit A, which shall be paid within fifteen (15) days of the receipt of each invoice. We may increase the Fees at any time by providing you at least thirty (30) days prior written notice, provided that you may terminate this Agreement upon fifteen (15) days prior written notice if the increase in Fees over a one year period is a total of more than ten percent (10%) of the Fees in effect at the beginning of the period.
4. **Term.** The “Term” of this Agreement shall begin on the Commencement Date and shall continue until (i) expiration or termination of the Franchise Agreement when this Agreement will automatically terminate or (ii) either party terminates this Agreement in accordance with Section 5 below.
5. **Termination.** If either party breaches this Agreement (including but not limited to failing to abide by the Revenue Management Policies and Best Practices) and fails to correct such breach within thirty (30) days (ten (10) days in the event of a monetary default) of being notified thereof in writing, the non-breaching party may terminate this Agreement upon written notice to the breaching party. In addition, at any time after the first ninety (90) days of Service, we may terminate this Agreement without cause by providing at least thirty (30) days written notice of termination to the other party. Conclusion of service will be at the end of the month following the month of receipt of any termination notice.
6. **Dispute Resolution.** Any disputes occurring under this Agreement shall be resolved in accordance with the dispute resolution procedures under the Franchise Agreement, including but not limited to, the provisions concerning waiver of jury trial, consent to venue and personal jurisdiction, and choice of law.
7. **Confidentiality.** Any know-how, algorithms, formulae, data, recommendations, documentation, software, or other materials or information that we furnish to you in connection with the Services shall be deemed “Confidential Information” as defined in the Franchise Agreement and shall be subject to all prohibitions on disclosure, copying or use of the Confidential Information under the Franchise Agreement. We shall have all rights under the Franchise Agreement if you breach these confidentiality obligations.
8. **No Warranty.** WE MAKE NO REPRESENTATION OR WARRANTY REGARDING THE VOLUME OF RESERVATIONS OR AMOUNT OF REVENUES THAT THE **HOTEL FACILITY** WILL ATTAIN AS A RESULT OF THE SERVICE OR THAT YOUR RESERVATIONS OR REVENUE WILL INCREASE. WE MAKE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SERVICE. YOU, ON BEHALF OF YOURSELF, YOUR SUCCESSORS AND ASSIGNS, HEREBY WAIVE, RELEASE AND RENOUNCE ALL CLAIMS OR CAUSES OF ACTION THAT YOU MAY HAVE AGAINST US, OUR AFFILIATES, OR OUR OR THEIR OFFICERS, DIRECTORS OR AGENTS, ARISING OUT OF THE SERVICES, UNLESS DUE TO OUR WILFULL MISCONDUCT.
9. **Limitation on Liability.** NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST REVENUE (COLLECTIVELY REFERRED TO AS “INDIRECT DAMAGES”) ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING ALL EXHIBITS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES. IN ADDITION, EACH PARTY’S DIRECT

DAMAGES (AND ANY INDIRECT DAMAGES TO THE EXTENT THAT A COURT OF COMPETENT JURISDICTION OR OTHER AUTHORITY DOES NOT RECOGNIZE OR ENFORCE THE WAIVER FROM LIABILITY SET FORTH IN THE FIRST SENTENCE OF THIS SECTION) SHALL BE LIMITED TO THE TOTAL FEES PAID BY YOU TO US DURING THE THEN CURRENT TERM OF THE AGREEMENT. THE ABOVE LIMITATIONS ON LIABILITY APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE. NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY FOR THE CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES THAT MAY BE THE RESULT OF ADMINISTRATIVE ERRORS PROVIDED THAT NO MALICE OR NEGLIGENCE WAS INTENDED.

10. Force Majeure. In no event shall either party be liable for any failure or delay in performance (except for the obligation to remit fees) due to causes or circumstances beyond its reasonable control and without its fault or negligence (including, but not limited to, Acts of God, acts of the public enemy, war or terrorism, acts of the United States of America, or any state, territory or political division of the United States of America, or of the District of Columbia, fires, floods, or other natural disaster, strikes or any other labor disputes, communication line failures, and/or freight embargoes). The party claiming such a failure or delay must promptly notify the other party of such failure or delay. In the event that any such failure or delay continues for more than thirty (30) days, then either party upon notice to the other may terminate this Agreement without any further liability to the other party.

11. Miscellaneous

- A. Entire Agreement.** The parties agree that this Agreement contains the entire agreement between the parties relating to the Services, superseding and terminating any prior representation, warranty or agreement, whether oral or in writing. No modification or amendment of this Agreement shall be binding upon either party unless the same has been made in writing and executed by both parties. Notwithstanding the foregoing, no provision in this or any related agreement is intended to disclaim the express representations made in the Franchise Disclosure Document.
- B. No Third Party Beneficiary.** Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies under this Agreement upon any person or legal entity other than you.
- C. Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. This Agreement may not be assigned by you without our prior written approval.
- D. Counterpart Execution.** This Agreement may be executed in counterparts and each copy so executed shall be deemed an original. Any copy delivered by facsimile transmission or bearing an electronic signature shall be granted the same legal effect as a copy having an original signature.
- E. Notices.** All notices shall be delivered in the manner set forth in the Franchise Agreement. Such notices shall be deemed given on the date delivered or date of attempted delivery if refused.

- F. Waivers.** If we allow you to deviate from any term of this Agreement, we may insist on strict compliance of any other term or of the same term at a later time. All waivers under this Agreement must be in writing and signed by our authorized representative to be effective.

IN WITNESSS WHEREOF, the parties hereto have duly executed, sealed and delivered this Agreement in duplicate on the day and year first above written.

WE:

YOU:

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

Your Primary and Secondary Hotel Representatives for Making Revenue Management decisions and communicating with us:

[Please provide name and title of each]

Primary: Name: _____ Title: _____
 Secondary: Name: _____
 Title: _____ Title: _____

Email address/Phone no. of Primary Representative:

EXHIBIT A

Revenue Management Service (Diamond/Gold)

I. Description of Services

		Diamond	Gold
Revenue Management Call/Meeting	Scheduled call with Facility to discuss availability and rate strategy for the next 90 days	☒	☒ x month) EOM Review
Mix of Business Analysis	Includes performance for market segments, rate plans, corporate accounts, channel contribution	☒ (1x month)	☒ (1x month)
Rate Parity Review	Review all channels for rate parity & availability	☒	☒
Rate & Inventory Changes	Recommend & Maintain price point & availability restrictions for >90 days	☒	☒ (discussion only)
Rate Maintenance	Manage rates 15 months into future	☒ (1x quarter)	
Rate Loading	Lead the process on rate code loading & date extension (whether working with distribution or MyRequest)	☒ (1x quarter)	☒ (1x quarter; discussion only)
RFP Process	Support negotiated pricing/RFP process	☒ (1x year)	☒ (1x year)

End of Month Review	Review end of the month statistics, provide critical analysis of performance & future strategies	☒	☒
Rate Plan Content	Manage rate plan descriptions	☒ (1x year)	☒ (1x year)
OTA Rates & Inventory	Manage price points and parity on brand supported OTAs	☒	☒ (discussion only)
OTA Market Managers	Manage Market Manager relationships	☒ (1x quarter)	☒ (1x quarter; discussion only)
Website Content Review	Full content review of Brand.com & OTAs done periodically	☒ (2x year)	☒ (2x year)
Competitive Rate Shops	Rate shops required at additional cost	☒	optional
Agency 360	Quarterly report review with property team to identify opportunity accounts. More frequent review (1x month) is optional with property subscription at additional cost.*	☒ (1x quarter*)	
STR Reports	Review STR reports & provide recommendations	☒	☒ (discussion only)
City Demand	Review city event/convention calendars to maintain awareness of demand generators	☒ (2x year)	☒ (2x year; discussion only)
Groups	Create group displacement analysis as needed, analyze group prospects, provide pricing strategy & guidance, review & update group sales page(s)	☒ (review & update sales page(s) 2x year)	☒ (1x year; review & update group sales page(s) only)
Group Blocks	Work with Facility to ensure group inventory & cut-off dates are managed according to demand	☒	
System Audit & Gap Analysis	Audit PM and CR for parity & rate/room type/channel distribution	☒ (1x quarter)	☒ (1x year)
System Education	Educate property team on WHR Systems	☒	
Discount & Package Strategy	Update/create packages & strategy for promotions & discounts	☒	

Rate Strategy and Inventory Management

- Develop a *rate strategy* for the ~~Hotel~~Facility, subject to approval by the ~~Hotel~~Facility executive staff and ownership. A rate strategy is a monthly or quarterly set of pricing-related practices that will help the ~~Hotel~~Facility to meet its stated operational and financial goals (such as RevPar, Occupancy, ADR, or minimization of overbooking-related service/delivery issues).
- Effect execution of the rate strategy on an ongoing basis, specifically advising the ~~Hotel~~Facility staff on Franchisor's actions to:
 - Maintain the pricing structure for the ~~Hotel~~Facility
 - Evaluate demand based on historical and currently-booked data
 - Analyze potential commitments to groups and make recommendations on pricing and allocations
 - Analyze and identify the relevant market segments which apply to the ~~Hotel~~Facility and make pricing and rate policy recommendations for those segments
 - Review competitive pricing and availability
 - Recommend price points and availability restrictions for future dates across all distribution channels
- Produce reports for the ~~Hotel~~Facility Executive Staff on past results and future conditions
- Facilitate weekly meetings with the ~~Hotel~~Facility staff to review past results and future market conditions
- Test whether the ~~Hotel~~Facility is in compliance with any Franchisor policies related to pricing, including but not limited to rate parity across distribution channels, "disaster pricing", corporate and affiliation discounts, last room availability.
- Communicate recommendations and status of changes to the ~~Hotel~~Facility staff designees

Responsibility for prices and availability

- In the event of a lack of consensus between the Revenue Management Service Specialist and the ~~Hotel~~Facility staff or designees, the ~~Hotel~~Facility staff always has the right to make the final determination on actions to be taken.

II. Rate Shop Report.

As part of subscribing to the Service, you must sign up for a rate shop program that we designate, at an additional cost to you (currently \$60 per month). We will determine in our sole discretion the number of ~~hotels~~Facilities, booking sources and arrival dates to include in the shop reports, and the frequency of delivery of reports to you. Reports exceeding the parameters we establish may be available for an additional charge.

III. ~~Hotel~~Facility Site Visits.

A property visit may be something to consider based on the market and competition. Facilities subscribing to ~~Diamond~~Weekly Revenue Management Service may request a property visit from the Revenue Management Service Specialist once per year, with the travel and board expenses for the trip being covered by you.

IV. Modification of Services.

We reserve the right to modify, replace or add new Services to those described in this Exhibit. If we replace or eliminate any Services, we will provide you with reasonable notice of such modification, which will not materially degrade the level of Services you receive from us.

V. Pricing

- ☐ **Diamond Service** ~~– 0-60~~145 rooms: \$~~1,200~~1,300 per month; ~~61–100~~146-199 rooms: \$~~1,500~~1,900 per month; ~~101-199~~and 200+ rooms: \$2,400 per month; ~~and 200-500 rooms \$2,900 per month.~~
- ☐ **Gold Service** ~~– up to 120 rooms: \$504 per month; 120+ rooms: \$4.20 per room per month; and max.,~~
maximum of \$5,000 per month.

EXHIBIT C-8

[Page Intentionally Left Blank]

Facility: _____
File No.: _____
Brand: _____

HOTEL CONNECTIVITY SOLUTIONS AGREEMENT

This Hotel Connectivity Solutions Agreement (“**Agreement**”), effective as of _____, 20____ (the “**Effective Date**”), by and between _____ (“**Franchisor**” “**we**,” “**our**,” or “**us**”), and _____ (“**Franchisee**” “**you**,” or “**your**”), governs your access to and use of the products and services described herein (“**Products and Services**”). Franchisor and Property shall each be referred to herein as a “**Party**” and, together, as the “**Parties**” to this Agreement.

RECITALS

You have entered, or are about to enter, into an agreement with Single Digits, Inc., or one of its affiliates or subcontractors (collectively “**Single Digits**” or “**Vendor**”), for the purpose of Single Digits providing certain products and services relating to the provision of high speed guest internet access at your hotel (the “**SD Agreement**”). You entering into an SD Agreement, and its on-going validity, is a condition precedent to the effectiveness of this Agreement.

For, and in consideration of, the mutual covenants, representations and promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. GENERAL

1.1 Definitions. Capitalized terms used herein shall have the meanings ascribed to them in this Agreement or in any Schedules attached hereto, which may be updated or supplemented by Franchisor from time to time. All other capitalized terms used but not defined herein shall have the meanings ascribed to them in the License or Franchise Agreement between us and Franchisee (the “**Franchise Agreement**”) and are incorporated herein by reference.

1.2 Conflicts in Interpretation. The following order of precedence shall be followed in resolving any inconsistencies between the terms of this Agreement and the terms of any Schedules attached hereto: (a) first, the terms contained in the body of this Agreement; and (b) second, the terms of the Schedules attached to this Agreement, provided that no order of precedence shall be applied among such Schedules.

2. TERM AND TERMINATION

2.1 Term. This Agreement shall be effective as of the Effective Date and shall continue in full force and effect until the expiration of the Term (defined below), unless earlier terminated in accordance with the terms and conditions of this Agreement (“**Term**”). The “**Term**” shall commence on the Effective Date of this Agreement and, unless this Agreement is earlier terminated in accordance with this Agreement, shall continue for a period of sixty (60) months thereafter.

2.2 Termination and Other Remedies. At our option, we may terminate this Agreement immediately: (a) if you fail to make any payment required pursuant to this Agreement, the SD Agreement, the Franchise Agreement or any other agreement between you and us, and such failure continues uncured for a period of 10 days after we give you written notice; (b) if you breach any other covenant, warranty or agreement under this Agreement, the Franchise Agreement or any other agreement between you

and us and the breach continues uncured for a period of 30 days after we give you written notice; and/or (c) if the license granted under the Franchise Agreement terminates for any reason and is not immediately replaced by an express written agreement between you and us for a license to continue operation of the Facility. In addition to the above, this Agreement shall terminate automatically in the event that either (i) the SD Agreement terminates or expires, or (ii) the license granted to you under the Franchise Agreement expires or terminates for any reason and is not immediately replaced by an express written agreement between you and us for a license to continue the operation of the Facility.

3. DESCRIPTION OF PRODUCTS AND SERVICES

3.1 Products. During the term of this Agreement, Single Digits may offer to provide you certain equipment to be used as part of the Products and Services (“**Equipment**”). Any such Equipment that you desire to purchase, lease or otherwise procure from Vendor shall be set forth and detailed in the SD Agreement. We are and shall not be a party to that SD Agreement and shall not be liable in any manner to either you or the Vendor for your or the Vendor’s compliance with, or breaches of, such SD Agreement.

3.2 Services. During the term of this Agreement, we or a Vendor may offer to provide to you with certain Services, as further described below.

3.2.1 Services Provided by Us. The Services we will provide you under this Agreement are set forth in the attached Schedule 1.

3.2.2 Services Provided by Vendor. Any Services that are to be provided to you by a Vendor in furtherance of this Agreement shall be set forth and detailed in a separate SD Agreement. We shall not be a party to that SD Agreement and shall not be liable in any manner to either you or the Vendor for your or the Vendor’s compliance with, or breaches of, such SD Agreement.

4. GRANT OF RIGHTS. In the event we grant you access or use of any software (including any Software-as-a-Service) (“**Software**”), the following terms shall apply:

4.1 License. Subject to payment of all applicable fees, we hereby grants you a limited, non-transferable, non-exclusive license, to access, use and display the Software during the Term solely by your permitted end users and solely in accordance with the terms and conditions set forth in this Agreement.

4.2 Limitations. Except as provided in Section 4.1, all rights, title and interests in and to the Software are reserved to us or to any third party who licenses the Software to us or our affiliates.

4.3 Title. Title to and ownership of the Software, including all Intellectual Property rights therein, is and shall remain with us, our affiliates or any third party who licenses it to us. You shall at all times protect and defend, at your own cost and expense, our rights, title and interests in and to the Software against all claims, liens and legal processes of your creditors.

4.4 Restrictions. You shall not: (a) permit any unauthorized third party to access or use the Software; (b) create or attempt to create any derivate works based on the Software; (c) copy, frame or mirror any part or content of the Software; (d) disassemble, decompile, reverse engineer or otherwise attempt to recreate the Software; or (e) access, use or otherwise manipulate the Software in order to create a competitive product or service or to copy any features, functions or graphics of the Software. We may, at our sole discretion and without prior notice to you, conduct audits of your hardware, computer systems and applications, including audits by electronic and remote means,

to verify conformance with this Agreement.

4.5 Suggestions. Any suggestions and feedback relating to the Software, Products or Services or relating to any desired or recommended additional features, enhancements or modifications to the Software, Products or Services that are provided by or through you or your affiliates to us shall be the exclusive property of ours as of the date it is offered to us and you and your affiliates hereby assign all rights and interests in and to such suggestions and feedback to us as of the date it is offered to us.

4.6 Permitted Uses. You shall use the Software only for the permitted uses with respect to the business and operations of you as contemplated in this Agreement or the Franchise Agreement. You shall not load, store or otherwise use any software on or with the Software, without our prior written consent, as the use of such software may adversely affect the operation and functionality of the Software and the Products and Services. If you violate this Section, the warranties set forth in this Agreement shall be void, and you shall be solely responsible for the cost of repair or replacement of the Software, if any.

4.7 Our Responsibilities. We shall: (a) use commercially reasonable efforts to make the Software available twenty-four (24) hours a day, seven (7) days a week, except for: (i) planned downtime, or (ii) any unavailability caused by circumstances beyond our reasonable control, including without limitation, acts of nature, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, labor strikes, Internet service provider failures or delays, or denial of service attacks; and (b) provide the Software only in accordance with applicable laws and government regulations that govern the implementation of the Software.

4.8 Your Responsibilities. In addition to those set forth above, You shall: (a) be fully responsible for its end users' compliance with this Agreement; (b) be responsible for the accuracy, quality and legality of any information, content or data, to the extent collected by you or your employees, agents or representatives, and for the means by which you or your employees, agents or representatives acquires information, content or data; (c) prevent unauthorized access to or use of Software, and notify us promptly of any such unauthorized access or use; and (d) use the Software only in accordance with this Agreement and applicable laws and government regulations. You shall not: (i) make the Software available to anyone other than your authorized end users; (ii) sell, resell, rent or lease the Software; (iii) use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights of any third party; (iv) use the Software to store or transmit software viruses, malicious code or other harmful files; (v) interfere with or disrupt the integrity or performance of the Software or the data of any third party contained therein; or (vi) attempt to gain unauthorized access to the Software Solution or any related networks.

5. FEES AND PAYMENT TERMS

5.1 Fees.

5.1.1 Products. You shall pay all fees for the Products that are specified in the SD Agreement or any other applicable agreement entered into between you and any Vendor.

5.1.2 Services.

5.1.2.1 Services Provided by Us. You shall pay all fees for the Services to be provided to you by us under this Agreement that are set forth in the attached Schedule 2.

5.1.2.2 Services Provided by a Vendor. You shall pay all fees for the Services to be provided by a Vendor that are specified in the SD Agreement entered into between you and a Vendor.

5.2 Payments.

5.2.1 Products. You shall pay all fees for the Products that are specified in the SD Agreement entered into between you and a Vendor in accordance with the payment provisions of the SD Agreement or any other applicable agreement between you and a Vendor.

5.2.2 Services.

5.2.2.1 Services Provided by US. You shall pay all fees for the Services to be provided to you by us under this Agreement that are set forth in the attached Schedule 2 (the “Fees”). All Fees and amounts due hereunder are due upon receipt of the invoice. We may apply any amounts received to any outstanding invoices in any order. If you do not make all payments of Fees to us when due, then, upon written notice to you, we may withhold implementation, suspend the Services (subject to Section 5.4 below) or terminate this Agreement. We may increase the ongoing Fees on an annual basis by no more than five percent (5%) above the fees paid by you during the immediately preceding twelve- (12-) month period; provided, however, that we shall notify you no less than thirty (30) days prior to any such increase taking effect.

5.2.2.2 Services Provided by Vendor. Property shall pay all fees for the Services to be provided by Vendor that are specified in the SD Agreement entered into between Vendor and Property.

5.3 Overdue Charges. If any Fees or charges are not received from you by the due date, then, at our sole discretion, (a) such Fees or charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) we may condition future subscription renewals on payment terms shorter than those specified in Section 5.1 above (Fees).

5.4 Suspension of Service and Acceleration. If any Fees owing by you under this Agreement for the Services are thirty (30) or more days overdue, we may, without limiting our other rights and remedies, accelerate your unpaid fee obligations under this Agreement so that all such obligations become immediately due and payable, and suspend our Services to you until such amounts are paid in full. We shall give you at least seven (7) days’ prior notice that your account is overdue, before suspending the Services to you.

5.5 Taxes. Unless otherwise stated, our Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, “Taxes”). You are responsible for paying all Taxes associated with its purchases hereunder. If we have a legal obligation to pay or collect Taxes for which you are responsible under this section, the appropriate amount shall be invoiced to and paid by you, unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, we are solely responsible for taxes assessable based on our income, property and employees.

6. TECHNICAL SPECIFICATION REQUIREMENTS

6.1 Minimum Technical Requirements. In order to access and/or use the Products or Services, you may be required to satisfy and/or maintain certain minimum technical requirements consistent with a Vendor's minimum technical requirements. Any such requirements shall be set forth in the SD Agreement or other agreement between you and a Vendor. If any Vendor (including without limitation, any Vendor made available by us), at your request, attempts to integrate hardware with the Products and Services, we shall not be liable for any injury or damage to either the hardware or the Products and Services unless such injury or damage is due to our gross negligence or willful misconduct. For the avoidance of doubt, the warranties and support described in this Agreement do not apply to any such hardware or Products and Services not provided to you by us.

7. THIRD-PARTY SERVICES PROVIDERS

7.1 Acquisition of Third Party Solution Services. Franchisor may from time to time make available to Property offerings designed to interoperate with the Products and Services ("**Third Party Services**"). Any acquisition by Property of such Third Party Services, and any exchange of data between Property and any Third Party Services provider, is solely between Property and the Third Party Services provider that provides the applicable Third Party Services.

7.2 No Representation or Warranty. Franchisor does not warrant or support any Third Party Services. Any Third Party Services shall be governed exclusively by any agreement entered into between Property and the Third Party Services provider that offers the applicable Third Party Services. If the provider of any Third Party Services ceases to make such Third Party Services available for interoperation with the Products and Services on reasonable terms, Franchisor may, in its sole discretion, cease providing access to such Third Party Services without entitling Property to any refund, credit, or other compensation.

8. CONFIDENTIALITY AND DATA SECURITY

8.1 Franchisor (including its affiliates) and Property may from time to time disclose to each other (both orally and in writing), in connection with the Software, Equipment or Services provided hereunder, certain financial, technical, legal, marketing, network, and/or other business information, reports, records, or data (including, but not limited to, PII, computer programs, code, systems, applications, analyses, passwords, procedures, output, information regarding software, sales data, vendor lists, customer lists, and other customer-related information, business strategies, advertising and promotional plans, creative concepts, specifications, designs, and/or other material) which the disclosing Party deems, and the receiving Party should consider, proprietary and/or confidential (and of independent economic value) to the disclosing Party (collectively, "**Confidential Information**"). Our Confidential Information also shall include any proprietary and/or confidential information related to our affiliates, employees, franchisees, sales representatives, brokers, and/or customers, as well as any and all content provided by us to Property with respect to any web-related or electronic Services hereunder. Property's Confidential Information also shall include Property's (and its subcontractors') Software and/or pre-existing proprietary materials licensed or provided to, or accessed by, us hereunder. "**Personal Information**" or "**PII**" means any information relating to an identified or identifiable person and that, either by itself or in combination with other pieces of information, identifies, or can be used to identify, an individual. Examples of Personal Information include, but are not limited to, names, phone numbers, addresses, credit card information, social security numbers, and/or account or financial information of Franchisor's or its affiliates' employees, franchisees, sales associates, brokers, or customers.

- 8.2 The receiving Party agrees to treat all Confidential Information provided by the disclosing Party pursuant to this Agreement and any Schedules issued hereunder as proprietary and confidential to the disclosing Party, and the receiving Party shall not (without the prior written consent of the disclosing Party) disclose or permit disclosure of such Confidential Information to any third Party, provided that the receiving Party may disclose, on a need-to-know basis, such Confidential Information to its third Party subcontractors who have signed non-disclosure agreements with the receiving Party, and/or to its (and, in the case of Franchisor, to Franchisor's affiliates') current employees, officers, or directors, or legal or financial representatives. The receiving Party agrees to safeguard all Confidential Information of the disclosing Party with at least the same degree of care (which in no event shall be less than reasonable care) as the receiving Party uses to protect its own Confidential Information. The receiving Party shall use the disclosing Party's Confidential Information solely for the purpose of fulfilling its obligations under this Agreement. The receiving Party further agrees not to use or disclose the disclosing Party's Confidential Information for its own benefit or for the benefit of others, except as otherwise authorized by this Agreement, the applicable Schedules, and/or the disclosing Party in writing.
- 8.3 Notwithstanding the foregoing, the Parties agree that the following information shall not be deemed Confidential Information, and the receiving Party shall have no obligation with respect to any such information (i) Information which is independently developed by the receiving Party without any breach of this Agreement by the receiving Party, and which can be shown by documentary evidence; (ii) Information which is or becomes in the public domain by no fault or wrongful act of the receiving Party; (iii) Information which is known by the receiving Party prior to disclosure by the disclosing Party; (iv) Information which is disclosed to the receiving Party by third Party who was not under a similar restriction or obligation of confidentiality to the disclosing Party, and without breach of this Agreement; (v) Information which is approved for release by written authorization of the disclosing Party and/or the third Party owner of the disclosed information; or (vi) Information which is disclosed pursuant to the lawful requirement or order of a court or governmental agency, provided that, upon the receiving Party's receipt of a request for such a disclosure, the receiving Party gives prompt notice thereof to the disclosing Party (unless such notice is not legally permissible or required under the circumstances) so that the disclosing Party may have the opportunity to intervene and contest such disclosure and/or seek a protective order or other appropriate remedy.
- 8.4 All Confidential Information transmitted or disclosed hereunder will be and remain the property of the disclosing Party, and the receiving Party shall (at the disclosing Party's election) promptly destroy or return to the disclosing Party any and all copies thereof upon termination or expiration of this Agreement and/or the applicable Schedule, or upon the written request of the disclosing Party. Upon the request of the disclosing Party, any such destruction shall be certified in writing by the receiving Party.
- 8.5 Nothing in this Agreement shall be construed to limit or prohibit the receiving Party from independently creating or developing (or having created or developed for it), or from acquiring from third Parties, any information, products, concepts, systems, or techniques that are similar to or compete with the information products, concepts, systems, or techniques contemplated by or embodied in the disclosing Party's Confidential Information, provided that (in connection with such creation, development, or acquisition) the receiving Party does not violate any of its obligations under this Agreement. Notwithstanding the foregoing, the receiving Party shall not, nor assist others to, disassemble, decompile, reverse engineer, or otherwise attempt to recreate, the disclosing Party's Confidential Information.
- 8.6 The Parties acknowledge and agree that, given the unique and proprietary nature of the Confidential Information, monetary damages may not be calculable or a sufficient remedy for any breach of this

Section 8 by the receiving Party, and that the disclosing Party may suffer great and irreparable injury as a consequence of such breach. Accordingly, each Party agrees that, in the event of such a breach or threatened breach, the disclosing Party shall be entitled to seek equitable relief (including, but not limited to, injunction and specific performance) in order to remedy such breach or threatened breach. Such remedies shall not be deemed to be exclusive remedies for a breach by the receiving Party but shall be in addition to any and all other remedies provided hereunder or available at law or equity to the disclosing Party.

8.7 Notwithstanding the foregoing, to the extent an individual would be considered an employee pursuant to 18 U.S.C. §1833(b)(4), such individuals shall not be held criminally or civilly liable under any U.S. Federal or State trade secret law for the disclosure of Confidential Information if such disclosure is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to that individual's attorney, if such disclosure of Confidential Information is made solely for the purpose of reporting or investigating a suspected violation of law or if the disclosure is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Moreover, an individual who files a lawsuit for retaliation claiming that retaliation against said individual for reporting a suspected violation of law may disclose Confidential Information to his or her attorney and may use Confidential Information in the court proceeding, provided any document containing the Confidential Information is filed under seal and the individual does not disclose the Confidential Information, except pursuant to court order.

8.8 Property shall at all times comply with all applicable privacy laws and Franchisor's and its affiliates' reasonable guidelines for privacy, information protection and data and systems security. In addition, Property shall comply with the Detailed Data Security Specifications document located at <https://suppliers.WHRO.com/privacyandcompliance>.

9. NO WARRANTIES

9.1 EXCEPT WHERE SUCH WARRANTIES OR REPRESENTATIONS ARE REQUIRED TO BE GIVEN OR MADE BY APPLICABLE LAW, (A) WE MAKE NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY ABOUT THE PRODUCTS OR SERVICES, THEIR MERCHANTABILITY, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, OR THEIR CONFORMANCE TO THE PROVISIONS AND SPECIFICATIONS OF ANY ORDER OR DOCUMENTATION; (B) WE MAKE NO REPRESENTATION OR WARRANTY REGARDING THE VOLUME OF RESERVATIONS OR AMOUNT OF REVENUES THAT YOU MAY ATTAIN THROUGH THE USE OF THE PRODUCTS OR SERVICES OR THAT YOUR RESERVATIONS OR REVENUE WILL INCREASE; AND (C) WE MAKE NO REPRESENTATION OR WARRANTY REGARDING ANY OF THE DATA THAT YOU MAINTAIN OR THE PREVENTION OF ANY VIRUSES OR MALWARE, AND WE ARE NOT RESPONSIBLE FOR THE LOSS OF ANY DATA OR THE INTRODUCTION OF ANY VIRUSES OR MALWARE, EVEN IF SUCH LOSS OR INTRODUCTION RESULTS FROM AND PRODUCTS OR SERVICES HEREUNDER. YOU ARE RESPONSIBLE FOR ENSURING THAT YOUR DATA IS ADEQUATELY BACKED UP AND THAT YOU MAINTAIN CURRENT UPDATED ANTI-VIRUS/ANTI-MALWARE SOFTWARE.

9.2 YOU, ON BEHALF OF YOURSELF, YOUR SUCCESSORS AND ASSIGNS, HEREBY WAIVE, RELEASE AND RENOUNCE ALL CLAIMS OR CAUSES OF ACTION THAT YOU MAY HAVE AGAINST US, OUR AFFILIATES, OR OUR OR THEIR OFFICERS, DIRECTORS OR AGENTS, ARISING OUT OF THE PRODUCTS OR SERVICES UNLESS

DUE TO OUR WILLFUL MISCONDUCT.

10. INDEMNIFICATION

10.1 You shall indemnify, defend and hold harmless us, our affiliates, our licensors, successors and assigns and each of the respective directors, officers and employees associated with them against all claims, actions or proceedings, arising out of or related to the Products and Services, including, but not limited to, your failure to comply with this Agreement. We shall not be liable to you or any other person or entity for personal injury or property loss, including but not limited to, damage to the Property, as a result of Property's operation, use or non-use of the Products and Services. You are not obligated to indemnify us for our own gross negligence or intentional misconduct arising out of the operation, use or non-use of the Products and Services.

11. DAMAGE LIMITATION

11.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL WE OR AN AFFILIATE BE LIABLE TO YOU FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST REVENUE (COLLECTIVELY REFERRED TO AS "INDIRECT DAMAGES") IN CONNECTION WITH THE PRODUCTS AND SERVICES OR THIS AGREEMENT, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE REASONABLY FORESEEN SUCH DAMAGES. IN ADDITION, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, FOR DIRECT DAMAGES CAUSED BY US (AND ANY INDIRECT DAMAGES TO THE EXTENT THAT THE ABOVE LIMITATION IS NOT RECOGNIZED BY A COURT OR OTHER AUTHORITY) ANY CLAIM SHALL BE LIMITED TO THE TOTAL AMOUNT PAYABLE BY YOU TO US FOR THE SERVICES DURING THE FOR THE PREVIOUS TWELVE (12) MONTH PERIOD. THE ABOVE LIMITATIONS ON LIABILITY APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE.

12. OWNERSHIP OF GUEST INFORMATION.

12.1 We shall own all Guest Information that is within our possession or any service provider holding such information on our behalf, and you shall own all Guest Information that is within your possession or any service provider holding such information on your behalf. To the extent that we and you both possess identical Guest Information, our and your respective ownership rights with regard to such Guest Information shall be separate and independent from one another. For purposes of this Agreement, the term "Guest Information" shall mean any names, email addresses, phone numbers, mailing addresses and other information about guests and customers of your Property, including without limitation stay information, that either we or you or a person acting on behalf of one or both of us and/or you receives from or on behalf of the other or any guest or customer of your Property or any other third party.

13. ADDITIONAL PROVISIONS.

13.1 Costs and Expenses. The non-prevailing party will pay the costs and expenses incurred, including reasonable attorneys' fees and the expenses, by the prevailing party to enforce this Agreement.

13.2 Force Majeure. If performance by you or us is delayed or prevented because of strikes, inability to

procure labor or materials, defaults of suppliers or subcontractors, delays or shortages of transportation, failure of power or telephone transmissions, restrictive governmental laws or regulations, weather conditions, or other reasons beyond the reasonable control of the party, then performance of such acts will be excused and the period for performance will be extended for a period equivalent to the period of such delay. Delays or failures to pay resulting from lack of funds will not be deemed delays beyond your reasonable control.

13.3 Notices. Notices will be effective if reduced to writing and delivered, by next day delivery service, with proof of delivery, by facsimile transmission immediately followed by first class mailing of the original material, or mailed by certified or registered mail, return receipt requested, to the appropriate party at its address in this Agreement or to such party at such address as may be designated by notice in accordance with this Section. Notices will be deemed given on the date delivered or date of attempted delivery, if service is refused. As of the Effective Date of this Agreement, the notice address of the Parties is as follows:

If to Franchisor:

If to Property:

22 Sylvan Way
Parsippany, NJ 07054
Attn: Scott Strickland, EVP & CIO

With a copy to:

With a copy to:

WHR Operations, LLC
22 Sylvan Way
Parsippany, NJ 07054
Attn: Paul F. Cash, EVP &
General Counsel

13.4 Your Forms. We are not bound by any terms of your purchase order forms or notices of acceptance which attempt to impose any conditions at variance with our terms and conditions included in this Agreement or in our invoices, standards manuals, technical specifications or elsewhere. Our failure to object to any provision contained in your printed form is not a waiver of any provision of this Agreement.

13.5 Oral Modifications. This Agreement may not be amended, modified or rescinded except in writing, signed by both parties and any attempt to do so shall be void and of no effect.

13.6 Governing Law/Venue. This Agreement is to be governed by and construed in accordance with the laws of the State of New Jersey, USA, without regard to the conflicts of law provisions thereof. You consent to the non-exclusive personal jurisdiction of the New Jersey state courts situated in Morris County, New Jersey, USA and the United States District Court for the District of New Jersey, USA. You waive objection to venue in any such courts.

13.7 Waiver. If either you or we fail to exercise any right or option at any time under this Agreement, such failure will not be deemed a waiver of the exercise of such right or option at any other time or the waiver of a different right or option. Termination of this Agreement by either you or we will not waive your obligation to make any payments then due to us under this Agreement.

13.8 Severability. If any provision of this Agreement is determined to be void or unenforceable, the provision shall be deemed severed from the Agreement and the remainder of this Agreement shall continue in full force and effect.

13.9 Entire Agreement. This Agreement (including all Appendices, Exhibits, Schedules and attachments) supersedes all prior oral and written agreements and understandings and, together with the order forms attached to this Agreement, constitutes the entire Agreement between the parties with respect to this subject matter. Nothing in this or any other related agreement, however, is intended to disclaim any representations we made in the Franchise Disclosure Document furnished to you by us.

13.10 No Third Party Beneficiary. This Agreement is intended for the sole benefit and protection of the named parties, and no other persons or entities shall have any cause of action or right to payments made or received under this Agreement.

13.11 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties, their successors and permitted assigns. Notwithstanding the above, you may not assign this Agreement without our express written consent, except as permitted under the Franchise Agreement.

13.12 Mediation. The parties agree that all disputes arising under this Agreement may be submitted to non-binding mediation under the National Franchise Mediation Program supervised by the Center for Public Resources (CPR) Institute for Dispute Resolution, 366 Madison Ave., New York, NY 10017; email: info@cpradr.org.

13.13 Survival. The provisions of this Agreement that due to their content should have continuing life shall survive the termination of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed, or caused to be executed by their duly authorized representatives, this Agreement as of the Effective Date.

WE:

BY: _____

Michael Piccola, Executive Vice President

YOU, as Property:

BY: _____

By signing this Agreement, you represent that you are authorized to enter into this Agreement on behalf of the Property.

Your address:

Address for Deliveries (if different):

Our address: 22 Sylvan Way, Parsippany, New Jersey 07054, USA

SCHEDULE 1

Services to be Provided by Us

- **LEVEL 1 TELEPHONE SUPPORT** We will make all reasonable efforts to provide 24 hour x 7 day Level 1 telephone support Services to you and persons accessing the guest Internet service at your Property. These support Services will be provided for your authorized users, including your employees and guests. These support Services are intended to be used specifically to ensure access to the Public Access Network. Our support desk will address issues pertaining to network activation, hardware and software configuration, and “general” questions pertaining to logging into the Network. These questions typically pertain to PC/Laptop/PDA wireless devices, Operating Systems, Firewalls, NIC/Drivers, IP/Network, and configuration issues.

- **LEVEL 2 TELEPHONE SUPPORT** We will make all reasonable efforts to provide Level 2 telephone support Services to the you (you are required to provide us and, as required, a Vendor sufficient resources with whom to work). The Level 2 technical support Services desk will address issues pertaining to Broadband Access (e.g. third party T1, Cable and DSL providers), network integrity and device responsiveness via remote management tools included in the Broadband Authentication Platform. This Level 2 support will rely on detailed documentation provided by you for accessing network devices. Level 2 support will be responsible for coordinating with your appointed contact for physical inspections and power cycles of suspected faulty on premise equipment. Level 2 support will initiate a warm “hand off” to Internet Service Providers for suspected broadband performance issues. Level 2 support will initiate contact with Level 3 hardware support (quoted separately or a third-party, including a Vendor) in the case of suspected malfunction of network equipment.

- **PROACTIVE NETWORK MONITORING** We will use commercially available best practices via Simple Network Monitoring Protocol (“SNMP”) and/or custom device monitoring tools to pro-actively poll the status of each intelligent device on the guest network.

SCHEDULE 2

Fees

We will invoice you monthly at eighty-five cents (\$0.85) per room, as reflected in the Franchise Agreement, for the Services described in Schedule 1.

For all Products, hardware, implementation Services, ISP circuits and ongoing Services that are directly with a Vendor, you will contract separately and directly with such Vendor.

EXHIBIT D

We have foreign currency rate exposure to exchange rate fluctuations worldwide, particularly with respect to the Canadian Dollar, the Chinese Yuan, the Euro, the British Pound and the Argentine Peso. We anticipate that such foreign currency exchange rate risk will remain a market risk exposure for the foreseeable future.

We use a current market pricing model to assess the changes in the value of our foreign currency derivatives used by us to hedge underlying exposure that primarily consists of our non-functional-currency current assets and liabilities. The primary assumption used in these models is a hypothetical 10% weakening or strengthening of the U.S. dollar against all our currency exposures as of December 31, 2019. The gains and losses on the hedging instruments are largely offset by the gains and losses on the underlying assets, liabilities or expected cash flows. As of December 31, 2019, the absolute notional amount of our outstanding foreign exchange hedging instruments was \$55 million. We have determined through such analyses, that a hypothetical 10% change in foreign currency exchange rates would have resulted in approximately a \$5 million increase or decrease to the fair value of our outstanding forward foreign currency exchange contracts, which would generally be offset by an opposite effect on the underlying exposure being economically hedged.

Argentina is considered to be a highly inflationary economy. As of December 31, 2019, we had total net assets of \$9 million in Argentina.

Our total market risk is influenced by a wide variety of factors including the volatility present within the markets and the liquidity of the markets. There are certain limitations inherent in the sensitivity analyses presented. While probably the most meaningful analysis, these “shock tests” are constrained by several factors, including the necessity to conduct the analysis based on a single point in time and the inability to include the complex market reactions that normally would arise from the market shifts modeled.

Item 8. Financial Statements and Supplementary Data.

The financial statements required to be filed pursuant to this Item 8 are appended to this Annual Report on Form 10-K. A list of the financial statements filed herewith is found in Part IV, Item 15 commencing on page F-1 hereof.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.

Not applicable.

Item 9A. Controls and Procedures.

Disclosure Controls and Procedures. Our management, with the participation of our principal executive and principal financial officers, has evaluated the effectiveness of our disclosure controls and procedures (as such term is defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) as of the end of the period covered by this report. Based on such evaluation, our principal executive and principal financial officers have concluded that, as of the end of such period, our disclosure controls and procedures were effective and operating to provide reasonable assurance that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and to provide reasonable assurance that such information is accumulated and communicated to our management, including our principal executive and principal financial officers, as appropriate, to allow timely decisions regarding required disclosure.

Management’s Report on Internal Control Over Financial Reporting. Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rule 13a-15(f) under the Exchange Act. Our management assessed the effectiveness of our internal control over financial reporting as of December 31, 2019. In making this assessment, management used the criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations (COSO) of the Treadway Commission. Based on this assessment, our management believes that, as of December 31, 2019, our internal control over financial reporting is effective. Our independent registered public accounting firm has issued an attestation report on the effectiveness of our internal control over financial reporting, which is included within their audit opinion on page F-2.

There have been no changes in our internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Exchange Act) during the most recent fiscal quarter to which this report relates that have materially affected or are reasonably likely to materially affect our internal control over financial reporting.

INDEX TO ANNUAL CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS

	Page
Report of Independent Registered Public Accounting Firm	F-2
Consolidated and Combined Statements of Income	F-5
Consolidated and Combined Comprehensive Income	F-6
Consolidated Balance Sheets	F-7
Consolidated and Combined Statements of Cash Flows	F-8
Consolidated and Combined Statements of Equity	F-9
Notes to Consolidated and Combined Financial Statements	F-10

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of
Wyndham Hotels & Resorts, Inc.

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Wyndham Hotels & Resorts, Inc. and subsidiaries (the “Company”), as of December 31, 2019 and 2018, the related consolidated and combined statements of income, comprehensive income, equity, and cash flows, for each of the three years in the period ended December 31, 2019, and the related notes (collectively referred to as the “financial statements”). We also have audited the Company’s internal control over financial reporting as of December 31, 2019, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2019 and 2018, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2019, in conformity with accounting principles generally accepted in the United States of America. Also, in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2019, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by COSO.

Emphasis of a Matter

As described in Note 1 and Note 17 to the financial statements, the financial statements have been prepared on a stand-alone basis and prior to May 31, 2018 are derived from the consolidated financial statements and accounting records of Wyndham Worldwide Corporation (“Wyndham Worldwide,” now known as Wyndham Destinations, Inc.). Prior to May 31, 2018, the combined financial statements also include expense allocations for certain corporate functions and services historically provided by Wyndham Worldwide. These allocations may not be reflective of the actual expense that would have been incurred had the Company operated as an independent, publicly traded company for the periods presented. Transactions with Wyndham Worldwide are disclosed in Note 17 to the financial statements.

Basis for Opinions

The Company’s management is responsible for these financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying *Management’s Report on Internal Control over Financial Reporting*. Our responsibility is to express an opinion on these financial statements and an opinion on the Company’s internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the financial statements included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures to respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current-period audit of the financial statements that was communicated or required to be communicated to the audit committee and that (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Deferred Revenues and Liability - Wyndham Rewards Loyalty Program - Refer to Notes 2 and 3 to the financial statements

Critical Audit Matter Description

The Company operates the Wyndham Rewards loyalty program under which members earn points that can be redeemed for free nights or other rewards. Wyndham Rewards members primarily accumulate points by staying in hotels operated under one of the Company's brands or by making purchases with their co-branded credit card. Revenues related to the issuance of loyalty points are recognized net of redemptions over time based upon loyalty point redemption patterns, including an estimate of loyalty points that will expire or will never be redeemed. In addition, the Company records a liability for estimated future redemption costs of outstanding loyalty points.

The Company estimates the value of the deferred revenues and related liability (collectively referred to as the "liability") related to the loyalty program based on an estimated cost per point and an estimated redemption rate of the overall points earned, which is determined with the assistance of a third-party actuarial firm through historical experience, current trends and the use of an actuarial analysis, and includes an estimate of the points that will expire or will never be redeemed. Changes in the estimated redemption rate used in the determination of the liability could result in a material change to the amount of liability reported.

We identified the estimated redemption rate used in the determination of the liability as a critical audit matter because of the significant judgments made by management to estimate the redemption rate. This required a high degree of auditor judgment and an increased extent of effort, including the involvement of our actuarial specialists, when performing audit procedures to evaluate the reasonableness of management's estimates and assumptions related to the selection of the redemption rate.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to the estimated redemption rate used in the determination of the liability included the following, among others:

- We tested the effectiveness of the controls related to the liability, including those over the estimate of the redemption rate.
- We evaluated the assumptions used by management to estimate the liability by:
 - Testing the underlying data that served as the inputs for the actuarial analysis of the estimated redemption rate, including earnings and redemptions.

- Evaluating whether any approved changes to the Wyndham Rewards loyalty program have been appropriately incorporated in the actuarial analysis of the estimated redemption rate.
- Comparing management's prior-year estimated redemption rate to actual redemptions during the current year to identify potential bias in the determination of the liability.
- With the assistance of our actuarial specialists, we developed a range of independent estimates of the liability, utilizing the same underlying data tested above, and compared our estimates to management's estimates.

/s/ Deloitte & Touche LLP
New York, New York
February 13, 2020

We have served as the Company's auditor since 2017.

WYNDHAM HOTELS & RESORTS, INC.
CONSOLIDATED AND COMBINED STATEMENTS OF INCOME
(In millions, except per share amounts)

	Year Ended December 31,		
	2019	2018	2017
Net revenues			
Royalties and franchise fees	\$ 480	\$ 441	\$ 364
Marketing, reservation and loyalty	562	491	371
Hotel management	125	124	108
License and other revenues from former Parent	131	111	75
Cost reimbursements	623	586	264
Other	132	115	98
Net revenues	2,053	1,868	1,280
Expenses			
Marketing, reservation and loyalty	563	486	373
Operating	164	182	183
General and administrative	130	119	88
Cost reimbursements	623	586	264
Depreciation and amortization	109	99	75
Impairment, net	45	—	41
Contract termination	42	—	—
Transaction-related, net	40	36	3
Separation-related	22	77	3
Restructuring	8	—	1
Total expenses	1,746	1,585	1,031
Operating income	307	283	249
Interest expense, net	100	60	6
Income before income taxes	207	223	243
Provision for income taxes	50	61	13
Net income	<u>\$ 157</u>	<u>\$ 162</u>	<u>\$ 230</u>
Earnings per share			
Basic	\$ 1.63	\$ 1.62	\$ 2.31
Diluted	1.62	1.62	2.31

See Notes to Consolidated and Combined Financial Statements.
F-5

WYNDHAM HOTELS & RESORTS, INC.
CONSOLIDATED AND COMBINED STATEMENTS OF COMPREHENSIVE INCOME
(In millions)

	Year Ended December 31,		
	2019	2018	2017
Net income	\$ 157	\$ 162	\$ 230
Other comprehensive (loss)/income, net of tax			
Foreign currency translation adjustments	3	(9)	5
Unrealized (losses) on cash flow hedges	(22)	(4)	—
Other comprehensive (loss)/income, net of tax	(19)	(13)	5
Comprehensive income	<u>\$ 138</u>	<u>\$ 149</u>	<u>\$ 235</u>

See Notes to Consolidated and Combined Financial Statements.

WYNDHAM HOTELS & RESORTS, INC.
CONSOLIDATED BALANCE SHEETS
(In millions, except per share amounts)

	December 31, 2019	December 31, 2018
Assets		
Current assets:		
Cash and cash equivalents	\$ 94	\$ 366
Trade receivables, net	304	293
Prepaid expenses	48	40
Other current assets	53	152
Total current assets	499	851
Property and equipment, net	307	326
Goodwill	1,539	1,547
Trademarks, net	1,395	1,397
Franchise agreements and other intangibles, net	551	590
Other non-current assets	242	265
Total assets	\$ 4,533	\$ 4,976
Liabilities and equity		
Current liabilities:		
Current portion of long-term debt	\$ 21	\$ 21
Accounts payable	30	61
Deferred revenues	132	109
Accrued expenses and other current liabilities	279	502
Total current liabilities	462	693
Long-term debt	2,101	2,120
Deferred income taxes	387	399
Deferred revenues	151	164
Other non-current liabilities	220	182
Total liabilities	3,321	3,558
Commitments and contingencies (Note 13)		
Stockholders' equity:		
Preferred stock, \$.01 par value, authorized 6.0 shares, none issued and outstanding	—	—
Common stock, \$.01 par value, authorized 600.0 shares, 100.6 and 100.4 issued and outstanding at December 31, 2019 and 2018	1	1
Treasury stock, at cost – 6.8 and 2.3 shares at December 31, 2019 and 2018	(363)	(119)
Additional paid-in capital	1,488	1,475
Retained earnings	113	69
Accumulated other comprehensive income	(27)	(8)
Total stockholders' equity	1,212	1,418
Total liabilities and equity	\$ 4,533	\$ 4,976

See Notes to Consolidated and Combined Financial Statements.

WYNDHAM HOTELS & RESORTS, INC.
CONSOLIDATED AND COMBINED STATEMENTS OF CASH FLOWS
(In millions)

	Year Ended December 31,		
	2019	2018	2017
Operating activities			
Net income	\$ 157	\$ 162	\$ 230
Adjustments to reconcile net income to net cash provided by/(used in) operating activities:			
Depreciation and amortization	109	99	75
Impairment, net	45	—	41
Gain on sale	—	(23)	—
Deferred income taxes	(14)	—	(91)
Stock-based compensation	20	25	—
Net change in assets and liabilities:			
Trade receivables	(11)	(55)	(10)
Prepaid expenses	(8)	1	(5)
Other current assets	7	(22)	—
Accounts payable, accrued expenses and other current liabilities	(28)	85	24
Payment of tax liability assumed in La Quinta acquisition	(195)	(35)	—
Deferred revenues	33	(3)	15
Payments of development advance notes	(19)	(27)	(8)
Proceeds from development advance notes	2	14	7
Other, net	2	10	—
Net cash provided by operating activities	100	231	278
Investing activities			
Property and equipment additions	(50)	(73)	(46)
Acquisition of business, net of cash acquired	—	(1,703)	(140)
Proceeds from sale of assets, net	—	27	—
Loan advances	(2)	(7)	(21)
Loan repayments	—	20	—
Insurance proceeds	—	14	11
Other, net	(1)	(6)	(1)
Net cash used in investing activities	(53)	(1,728)	(197)
Financing activities			
Net transfer to former Parent	—	(38)	(59)
Proceeds from borrowings from former Parent	—	13	9
Proceeds from long-term debt	—	2,100	—
Principal payments on long-term debt	(16)	(4)	—
Debt issuance costs	—	(28)	—
Capital contribution from former Parent	68	106	—
Dividend to former Parent	—	(109)	—
Dividends to shareholders	(112)	(77)	—
Repurchases of common stock	(242)	(117)	—
Net share settlement of incentive equity awards	(5)	(34)	—
Other, net	(13)	(4)	(1)
Net cash (used in)/provided by financing activities	(320)	1,808	(51)
Effect of changes in exchange rates on cash, cash equivalents and restricted cash	1	(4)	(1)
Net (decrease)/increase in cash, cash equivalents and restricted cash	(272)	307	29
Cash, cash equivalents and restricted cash, beginning of period	366	59	30
Cash, cash equivalents and restricted cash, end of period	<u>\$ 94</u>	<u>\$ 366</u>	<u>\$ 59</u>

See Notes to Consolidated and Combined Financial Statements.

WYNDHAM HOTELS & RESORTS, INC.
CONSOLIDATED AND COMBINED STATEMENTS OF EQUITY
(In millions)

	Common Shares Outstanding	Common Stock	Treasury Stock	Former Parent's Net Investment	Additional Paid- in Capital	Retained Earnings	Accumulated Other Comprehensive Income/(Loss)	Total Equity
Balance as of December 31, 2016	—	\$ —	\$ —	\$ 1,086	\$ —	\$ —	\$ —	\$ 1,086
Net income	—	—	—	230	—	—	—	230
Net transfers to parent	—	—	—	(59)	—	—	—	(59)
Other comprehensive income	—	—	—	—	—	—	5	5
Balance as of December 31, 2017	—	—	—	1,257	—	—	5	1,262
Net income	—	—	—	43	—	119	—	162
Other comprehensive loss	—	—	—	—	—	—	(13)	(13)
Net transfer to and net contribution from former Parent	—	—	—	222	—	—	—	222
Cumulative effect of change in accounting standard	—	—	—	(15)	—	—	—	(15)
Dividends	—	—	—	(25)	—	(50)	—	(75)
Transfer of net investment to additional paid-in capital	—	—	—	(1,482)	1,482	—	—	—
Issuance of common stock	100	1	—	—	—	—	—	1
Net share settlement of incentive equity awards	—	—	—	—	(34)	—	—	(34)
Repurchase of common stock	(2)	—	(119)	—	—	—	—	(119)
Change in deferred compensation	—	—	—	—	26	—	—	26
Other	—	—	—	—	1	—	—	1
Balance as of December 31, 2018	98	1	(119)	—	1,475	69	(8)	1,418
Net income	—	—	—	—	—	157	—	157
Other comprehensive loss	—	—	—	—	—	—	(19)	(19)
Dividends	—	—	—	—	—	(113)	—	(113)
Repurchase of common stock	(4)	—	(244)	—	—	—	—	(244)
Net share settlement of incentive equity awards	—	—	—	—	(5)	—	—	(5)
Change in deferred compensation	—	—	—	—	20	—	—	20
Other	—	—	—	—	(2)	—	—	(2)
Balance as of December 31, 2019	94	\$ 1	\$ (363)	\$ —	\$ 1,488	\$ 113	\$ (27)	\$ 1,212

See Notes to Consolidated and Combined Financial Statements.

WYNDHAM HOTELS & RESORTS, INC.
NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS
(Unless otherwise noted, all amounts are in millions, except share and per share amounts)

1. BASIS OF PRESENTATION

Wyndham Hotels & Resorts, Inc. (collectively with its consolidated subsidiaries, “Wyndham Hotels” or the “Company”) is a leading global hotel franchisor, licensing its renowned hotel brands to hotel owners in approximately 90 countries around the world. Prior to May 31, 2018, the Company was wholly owned by Wyndham Worldwide Corporation (“Wyndham Worldwide”, “Wyndham Destinations” and, collectively with its consolidated subsidiaries, “former Parent”).

In May 2018, the Wyndham Worldwide Board of Directors (“Board”) approved the spin-off of its hotel franchising and management businesses (“Wyndham Hotels & Resorts Businesses”) through a pro-rata distribution of all of the outstanding shares of Wyndham Hotels & Resorts, Inc.’s common stock to Wyndham Worldwide stockholders (the “Distribution”). Pursuant to the Distribution, on May 31, 2018, Wyndham Worldwide stockholders received one share of Wyndham Hotels & Resorts, Inc.’s common stock for each share of Wyndham Worldwide common stock held as of the close of business on May 18, 2018. In conjunction with the Distribution, Wyndham Hotels & Resorts, Inc. underwent an internal reorganization following which it became the holder, directly or through its subsidiaries, of the Wyndham Hotels & Resorts Businesses. Also in conjunction with the Distribution, Wyndham Worldwide Corporation was renamed Wyndham Destinations, Inc.

The Consolidated and Combined Financial Statements have been prepared on a stand-alone basis and prior to May 31, 2018 are derived from the consolidated financial statements and accounting records of Wyndham Worldwide. The Consolidated and Combined Financial Statements include Wyndham Hotels’ assets, liabilities, revenues, expenses and cash flows and all entities in which Wyndham Hotels has a controlling financial interest. The accompanying Consolidated and Combined Financial Statements have been prepared in accordance with accounting principles generally accepted in the United States of America. All intercompany balances and transactions have been eliminated in the Consolidated and Combined Financial Statements.

Wyndham Hotels’ Consolidated and Combined Financial Statements prior to May 31, 2018, include certain indirect general and administrative costs allocated to it by former Parent for certain functions and services including, but not limited to, executive office, finance and other administrative support. These expenses have been allocated to Wyndham Hotels on the basis of direct usage when identifiable, with the remainder allocated primarily based on its pro-rata share of combined revenues or headcount. Both Wyndham Hotels and former Parent considered the basis on which expenses prior to spin-off had been allocated to be a reasonable reflection of the utilization of services provided to or the benefit received by Wyndham Hotels during the periods presented.

In presenting the Consolidated and Combined Financial Statements, management makes estimates and assumptions that affect the amounts reported and related disclosures. Estimates, by their nature, are based on judgment and available information. Accordingly, actual results could differ from those estimates. In management’s opinion, the Consolidated and Combined Financial Statements contain all normal recurring adjustments necessary for a fair presentation of annual results reported.

Business description

Wyndham Hotels operates in the following segments:

- **Hotel Franchising** — licenses the Company’s lodging brands and provides related services to third-party hotel owners and others.
- **Hotel Management** — provides hotel management services for full-service and limited-service hotels as well as two hotels that are owned by the Company.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of consolidation

When evaluating an entity for consolidation, the Company first determines whether an entity is within the scope of the guidance for consolidation of variable interest entities (“VIEs”) and if it is deemed to be a VIE. If the entity is considered to be a VIE, Wyndham Hotels determines whether it would be considered the entity’s primary beneficiary. The Company consolidates those VIEs for which it has determined that it is the primary beneficiary. Wyndham Hotels will consolidate an entity not deemed a VIE upon a determination that it has a controlling financial interest. For entities where Wyndham Hotels does not have a controlling financial interest, the investments in such entities are classified as available-for-sale securities or accounted for using the equity or cost method, as appropriate.

Use of estimates and assumptions

The preparation of the Consolidated and Combined Financial Statements requires Wyndham Hotels to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses and the disclosure of contingent assets and liabilities in the Consolidated and Combined Financial Statements and accompanying notes. Although these estimates and assumptions are based on Wyndham Hotels’ knowledge of current events and actions Wyndham Hotels may undertake in the future, actual results may ultimately differ from estimates and assumptions.

Revenue recognition

The principal source of revenues from franchising hotels is ongoing royalty fees, which are typically a percentage of gross room revenues of each franchised hotel. For more detailed description of revenue recognition see Note 3 - Revenue Recognition.

Loyalty program

The Company operates the Wyndham Rewards loyalty program. Loyalty members primarily accumulate points by staying in hotels operated under one of the Company’s brands. Wyndham Rewards members may also accumulate points by purchasing everyday services and products with their co-branded credit card.

The Company earns revenue from these programs (i) when a member stays at a participating hotel, club resort or vacation rental from a fee charged by Wyndham Hotels to the franchisee, which is based upon a percentage of room revenues generated from such stay which the Company recognizes, net of redemptions, over time based upon loyalty point redemption patterns, including an estimate of loyalty points that will expire or will never be redeemed, and (ii) based upon a percentage of the member’s spending on the co-branded credit cards for which revenues are paid to Wyndham Hotels by third-party issuing banks which the Company primarily recognizes over time based upon the redemption patterns of the loyalty points earned under the program, including an estimate of loyalty points that will expire or will never be redeemed.

As members earn points through the loyalty program, the Company records a liability for the estimated future redemption costs, which is calculated based on (i) an estimated cost per point and (ii) an estimated redemption rate of the overall points earned, which is determined with the assistance of a third-party actuarial firm through historical experience, current trends and the use of an actuarial analysis. The Company estimates the value of the future redemption obligations by projecting the timing of future point redemptions based on historical levels, including an estimate of the points that will expire or never be redeemed, and an estimate of the points members will eventually redeem. The recorded liability related to the program totals \$90 million and \$89 million as of December 31, 2019 and 2018, respectively, of which \$56 million and \$54 million, respectively, are included in accrued expenses and other current liabilities, and \$34 million and \$35 million, respectively, are included in other non-current liabilities on the Company’s Consolidated Balance Sheets.

Cash and cash equivalents

The Company considers highly-liquid investments purchased with an original maturity of three months or less to be cash equivalents.

Valuation of accounts receivable

The Company provides for estimated bad debts based on its assessment of the ultimate realizability of receivables, considering historical collection experience, the economic environment and specific customer information. When the Company determines that an account is not collectible, the account is written-off to the allowance for doubtful accounts. The following table illustrates the Company's allowance for doubtful accounts activity for the years ended December 31:

	2019	2018	2017
Beginning Balance	\$ 52	\$ 61	\$ 77
Bad debt expense	16	8	7
Write-offs	(21)	(17)	(23)
Ending Balance	\$ 47	\$ 52	\$ 61

Advertising expense

Advertising costs are generally expensed in the period incurred. Advertising expenses, which are primarily recorded within marketing and reservation expenses on the Consolidated and Combined Statements of Income, were \$115 million, \$92 million and \$61 million in 2019, 2018 and 2017, respectively.

Property and equipment

Property and equipment (including leasehold improvements) are recorded at cost, and presented net of accumulated depreciation and amortization. Depreciation, recorded as a component of depreciation and amortization on the Consolidated and Combined Statements of Income, is computed utilizing the straight-line method over the lesser of the lease terms or estimated useful lives of the related assets. Amortization of leasehold improvements, also recorded as a component of depreciation and amortization, is computed utilizing the straight-line method over the lesser of the estimated benefit period of the related assets or the lease terms. Useful lives are generally 30 years for buildings, up to 20 years for building and leasehold improvements and from three to seven years for furniture, fixtures and equipment.

The Company capitalizes the costs of software developed for internal use in accordance with the guidance for accounting for costs of computer software developed or obtained for internal use. Capitalization of software developed for internal use commences during the development phase of the project. Wyndham Hotels amortizes software developed or obtained for internal use on a straight-line basis over its estimated useful life, which is generally three to five years. Such amortization commences when the software is substantially ready for its intended use.

The net carrying value of software developed or obtained for internal use was \$63 million and \$69 million as of December 31, 2019 and 2018, respectively.

Impairment of long-lived assets

Goodwill and other indefinite-lived intangible assets that were recorded in connection with business combinations, are reviewed annually (during the fourth quarter of each year subsequent to completing our annual forecasting process), or more frequently if circumstances indicate that the value of goodwill may be impaired, to the reporting units' carrying values as required by the guidance. This is done either by performing a qualitative assessment or utilizing the two-step process, with an impairment being recognized only where the fair value is less than carrying value. In any given year, the Company can elect to perform a qualitative assessment to determine whether it is more likely than not that the fair value of a reporting unit is in excess of its carrying value. If it is not more likely than not that the fair value is in excess of the carrying value, or the Company elects to bypass the qualitative assessment, the Company would use the two-step process. The qualitative factors evaluated include macroeconomic conditions, industry and market considerations, cost factors, overall financial performance, its historical share price as well as other industry-specific considerations. The Company performed a quantitative assessment for impairment on each reporting unit's goodwill for 2019. Based on the results of the Company's quantitative assessments performed during the fourth quarter of 2019, the Company determined that no impairment existed, nor does the Company believe there is a material risk of it being impaired in the near term at its (i) hotel franchising, (ii) hotel management and (iii) owned hotel reporting units. To the extent estimated market-based valuation multiples and/or discounted cash flows are revised downward, the Company may be required to write-down all or a portion of goodwill, which would adversely impact earnings.

The Company also determines whether the carrying values of other indefinite-lived intangible assets are impaired on an annual basis or more frequently if indicators of potential impairment exist. Application of the other indefinite-lived intangible assets impairment test requires judgment in the assumptions underlying the approach used to determine fair value. The fair

value of each other indefinite-lived intangible asset is estimated using a discounted cash flow methodology. This analysis requires significant judgments, including anticipated market conditions, operating expense trends, estimation of future cash flows, which are dependent on internal forecasts, discount rates and estimation of long-term rates of growth. The estimates used to calculate the fair value of other indefinite-lived intangible asset change from year to year based on operating results and market conditions. Changes in these estimates and assumptions could materially affect the determination of fair value and the other indefinite-lived intangible assets' impairment.

The Company also evaluates the recoverability of its other long-lived assets, including property and equipment and amortizable intangible assets, if circumstances indicate impairment may have occurred, pursuant to guidance for impairment or disposal of long-lived assets. This analysis is performed by comparing the respective carrying values of the assets to the current and expected future cash flows, on an undiscounted basis, to be generated from such assets. Property and equipment are evaluated separately within each segment. If such analysis indicates that the carrying value of these assets is not recoverable, the carrying value of such assets is reduced to fair value.

Business combinations

A component of the Company's growth strategy has been to acquire and integrate businesses that complement its existing operations. The Company accounts for business combinations in accordance with the guidance for business combinations and related literature. Accordingly, the Company allocates the purchase price of acquired companies to the tangible and intangible assets acquired and liabilities assumed based upon their estimated fair values at the date of purchase. The difference between the purchase price and the fair value of the net assets acquired is recorded as goodwill.

In determining the fair values of assets acquired and liabilities assumed in a business combination, the Company uses various recognized valuation methods including present value modeling and referenced market values, where available. Further, the Company makes assumptions within certain valuation techniques including discount rates and timing of future cash flows. Valuations are performed by management or external valuation specialists under management's supervision, where appropriate. The Company believes that the estimated fair values assigned to the assets acquired and liabilities assumed are based on reasonable assumptions that marketplace participants would use. However, such assumptions are inherently uncertain and actual results could differ from those estimates.

Income taxes

Prior to the Company's spin-off, current and deferred income taxes and related tax expense have been determined based on Wyndham Hotels' stand-alone results by applying a separate return methodology, as if the Wyndham Hotels entities were separate taxpayers in the respective jurisdictions. The Company recognizes deferred tax assets and liabilities based on the differences between the financial statement carrying amounts and the tax basis of assets and liabilities using currently enacted tax rates. The Company regularly reviews its deferred tax assets to assess their potential realization and establish a valuation allowance for portions of such assets that the Company believes will not be ultimately realized. In performing this review, the Company makes estimates and assumptions regarding projected future taxable income, the expected timing of the reversals of existing temporary differences and the implementation of tax planning strategies. A change in these assumptions may increase or decrease the Company's valuation allowance resulting in an increase or decrease in its effective tax rate, which could materially impact the Company's results of operations.

For tax positions the Company has taken or expects to take in a tax return, it applies a more likely than not threshold, under which the Company must conclude a tax position is more likely than not to be sustained, assuming that the position will be examined by the appropriate taxing authority that has full knowledge of all relevant information, in order to recognize or continue to recognize the benefit. In determining the Company's provision for income taxes, the Company uses judgment, reflecting its estimates and assumptions, in applying the more likely than not threshold.

In January 2018, the Financial Accounting Standards Board ("FASB") issued guidance on the accounting for tax on the global intangible low-taxed income provisions of the recently enacted tax law. These provisions impose a tax on foreign income in excess of a deemed return on tangible assets of foreign corporations. The guidance indicates that the Company is allowed to make an accounting policy choice of either: (1) treating taxes due on future inclusions in taxable income as a current-period expense when incurred or (2) factoring such amounts into the Company's measurement of its deferred taxes. The Company has elected to account for any inclusions under the period cost method.

Stock-based compensation

In accordance with the guidance for stock-based compensation, Wyndham Hotels measures all employee stock-based compensation awards using a fair value method and records the related expense in its Consolidated and Combined Statements of Income.

Wyndham Hotels recognizes the cost of stock-based compensation awards to employees as they provide services and the expense is recognized ratably over the requisite service period. The requisite service period is the period during which an employee is required to provide services in exchange for an award. Forfeitures are recorded upon the actual employee termination for each outstanding grant.

Derivative instruments

The Company uses derivative instruments as part of its overall strategy to manage its exposure to market risks primarily associated with fluctuations in interest rates and currency exchange rates. As a matter of policy, the Company does not use derivatives for trading or speculative purposes. All derivatives are recorded at fair value as either assets or liabilities. Changes in fair value of derivatives not designated as hedging instruments and of derivatives designated as fair value hedging instruments are recognized currently in operating income and interest expense, net in the Consolidated and Combined Statements of Income, based upon the nature of the hedged item. The effective portion of changes in fair value of derivatives designated as cash flow hedging instruments is recorded as a component of other comprehensive income. The ineffective portion is reported immediately in earnings as a component of operating or interest expense, based upon the nature of the hedged item. Amounts included in other comprehensive income are reclassified into earnings in the same period during which the hedged item affects earnings.

Accumulated other comprehensive income/(loss)

Accumulated other comprehensive income/(loss) ("AOCI") consists of accumulated foreign currency translation adjustments and unrealized gains or losses on the Company's cash flow hedges. Foreign currency translation adjustments exclude income taxes related to indefinite investments in foreign subsidiaries. Assets and liabilities of foreign subsidiaries having non-U.S.-dollar functional currencies are translated at exchange rates at the balance sheet dates. Revenues and expenses are translated at average exchange rates during the periods presented. The gains or losses resulting from translating foreign currency financial statements into U.S. dollars, net of hedging gains or losses and taxes, are included in AOCI on the Consolidated Balance Sheets.

Former Parent's net investment

Parent's net investment in the Consolidated and Combined Statements of Equity represents Wyndham Worldwide's historical net investment in Wyndham Hotels resulting from various transactions with and allocations from the former Parent. Balances due to and due from the former Parent and accumulated earnings attributable to Wyndham Hotels operations have been presented as components of former Parent's net investment.

Recently issued accounting pronouncements

Measurement of Credit Losses on Financial Instruments. In June 2016, the FASB issued guidance to replace the existing methodology for estimating credit losses with a methodology that reflects lifetime expected credit losses and requires consideration of a broader range of reasonable and supportable information to inform credit loss estimates. Upon adoption, the Company will be required to use a forward-looking expected credit loss model for accounts receivables, loans and other financial instruments. Credit losses relating to available-for-sale debt securities, of which the Company currently has none, will also be recorded through an allowance for credit losses rather than as a reduction in the amortized cost basis of the securities. This guidance is effective for fiscal years beginning after December 15, 2019 and interim periods within those fiscal years. Adoption of the guidance will be applied using a modified retrospective approach through a cumulative-effect adjustment to retained earnings as of the effective date to align the Company's current processes for establishing an allowance for credit losses with the new guidance. The Company will adopt the guidance on January 1, 2020, as required, and it currently estimates such adoption will result in a pre-tax cumulative-effect adjustment to retained earnings between \$8 million and \$12 million.

Simplifying the Test for Goodwill Impairment. In January 2017, the FASB issued guidance which simplifies the current two-step goodwill impairment test by eliminating Step 2 of the test. The guidance requires a one-step impairment test in which an entity compares the fair value of a reporting unit with its carrying amount and recognizes an impairment charge for the amount by which the carrying amount exceeds the reporting unit's fair value, if any. This guidance is effective for fiscal years beginning after December 15, 2019 and interim periods within those fiscal years, and should be applied on a prospective basis. Early adoption is permitted for the interim or annual goodwill impairment tests performed on testing dates after January 1, 2017. The Company believes the adoption of this guidance will not have a material effect on its financial statements and related disclosures.

Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract. In August 2018, the FASB issued guidance to address a customer's accounting for implementation costs incurred in a cloud computing arrangement that is a service contract. The guidance aligns the requirements for capitalizing implementation costs incurred in such arrangements with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software. This guidance is effective for fiscal years beginning after December 15, 2019 and for interim periods within those fiscal years, with early adoption permitted. This guidance should be applied on either a retrospective or prospective basis. The Company believes the prospective adoption of this guidance will not have a material effect on its financial statements and related disclosures.

Recently adopted accounting pronouncements

Leases. In February 2016, the FASB issued guidance which requires companies generally to recognize on the balance sheet operating and financing lease liabilities and corresponding right-of-use assets. This guidance is effective for fiscal years beginning after December 15, 2018 and for interim periods within those fiscal years, with early adoption permitted. The Company adopted the guidance using the modified retrospective approach as of January 1, 2019. See Note 18 - Leases for further details.

Revenue from Contracts with Customers. In May 2014, the FASB issued guidance on revenue from contracts with customers. The guidance outlines a single comprehensive model for entities to use in accounting for revenue arising from contracts with customers. The guidance also requires disclosures regarding the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers. Entities had the option to apply the new guidance under a retrospective approach to each prior reporting period presented or a modified retrospective approach with the cumulative effect of initially applying the new guidance recognized at the date of initial application within the statement of financial position. The Company adopted the guidance on January 1, 2018 utilizing the full retrospective transition method.

This adoption primarily affected the accounting for initial franchise fees, upfront costs, marketing and reservation expenses and loyalty revenues. Specifically, under the new guidance, initial fees are recognized ratably over the life of the noncancelable period of the franchise agreement, and incremental upfront contract costs are deferred and expensed over the life of the noncancelable period of the franchise agreement. Loyalty revenues are deferred and primarily recognized over the loyalty points' redemption pattern. Additionally, the Company no longer accrues a liability for future marketing and reservation costs when marketing and reservation revenues earned exceed costs incurred. Marketing and reservation costs incurred in excess of revenues earned continue to be expensed as incurred.

Intra-Entity Transfers of Assets Other Than Inventory. In October 2016, the FASB issued guidance which requires companies to recognize the income tax consequences of an intra-entity transfer of an asset other than inventory when the transfer occurs. This guidance requires the modified retrospective approach and is effective for fiscal years beginning after December 15, 2017, including interim periods within those fiscal years. The Company adopted the guidance on January 1, 2018, as required, which resulted in a cumulative-effect benefit to retained earnings of \$15 million.

Statement of Cash Flows. In August 2016, the FASB issued guidance intended to reduce diversity in practice in how certain transactions are classified in the statement of cash flows. This guidance requires the retrospective transition method and is effective for fiscal years beginning after December 15, 2017, including interim periods within those fiscal years. The Company adopted the guidance on January 1, 2018, as required. The impact of this new guidance resulted in payments of, and proceeds from, development advance notes being recorded within operating activities on its Consolidated and Combined Statements of Cash Flows. Such amounts were previously reported within investing activities.

3. REVENUE RECOGNITION

The principal source of revenues from franchising hotels is ongoing royalty fees, which are typically a percentage of gross room revenues of each franchised hotel. The Company recognizes royalty fee revenues as and when the underlying

sales occur. The Company also receives non-refundable initial franchise fees, which are recognized as revenues over the initial non-cancellable period of the franchise agreement, commencing when all material services or conditions have been substantially performed. This occurs when a hotel opens for business in our system or when a franchise agreement is terminated after it has been determined that the hotel will not open.

The Company's franchise agreements also require the payment of marketing and reservation fees, which are intended to reimburse the Company for expenses associated with operating an international, centralized reservation system, e-commerce channels such as the Company's brand.com websites, as well as access to third-party distribution channels, such as online travel agents, advertising and marketing programs, global sales efforts, operations support, training and other related services. Marketing and reservation fees are recognized as revenue when the underlying sales occur. Although the Company is generally contractually obligated to spend the marketing and reservation fees it collects from franchisees, in accordance with the franchise agreements, marketing and reservations costs are expensed as incurred.

The Company earns revenues from its Wyndham Rewards loyalty program when a member stays at a participating hotel, club resort or vacation rental. These revenues are derived from a fee the Company charges a franchised or managed hotel based upon a percentage of room revenues generated from a Wyndham Rewards member's stay. These fees are to reimburse the Company for expenses associated with member redemptions and activities that are related to the administering and marketing of the program. Revenues related to the loyalty program represent variable consideration and are recognized net of redemptions over time based upon loyalty point redemption patterns, which include an estimate of loyalty points that will expire or will never be redeemed.

The Company earns revenue from its Wyndham Rewards co-branded credit card program, which is primarily generated by cardholder spending and the enrollment of new cardholders. The advance payments received under the program are recognized as a contract liability. The program primarily contains two performance obligations: (i) brand performance services, for which revenue is recognized over the contract term on a straight-line basis, and (ii) issuance and redemption of loyalty points, for which revenue is recognized over time based upon the redemption patterns of the loyalty points earned under the program, including an estimate of loyalty points that will expire or will never be redeemed.

The Company provides management services for hotels under management contracts, which offer hotel owners all the benefits of a global brand and a full range of management, marketing and reservation services. In addition to the standard franchise services described above, the Company's hotel management business provides hotel owners with professional oversight and comprehensive operations support services. The Company's standard management agreement typically has a term of 10 to 20 years. The Company's management fees are comprised of base fees, which are typically a specified percentage of gross revenues from hotel operations, and, in some cases, incentive fees, which are typically a specified percentage of a hotel's gross operating profit. The base fees are recognized when the underlying sales occur and the management services are performed. Incentive fees are recognized when determinable, which is when the Company has met hotel operating performance metrics and the Company has determined that a significant reversal of revenues recognized will not occur.

The Company also recognizes reimbursable payroll costs for operational employees and other reimbursable costs at certain of the Company's managed hotels as revenue. Although these costs are funded by hotel owners, accounting guidance requires the Company to report these fees on a gross basis as both revenues and expenses. Additionally, the Company recognizes occupancy taxes on a net basis.

The Company recognizes license and other revenues from Wyndham Destinations for use of the "Wyndham" trademark and certain other trademarks.

In addition, the Company earns revenues from its two owned hotels, which consist primarily of (i) gross room rentals, (ii) food and beverage services and (iii) on-site spa, casino, golf and shop revenues. These revenues are recognized upon the completion of services.

Deferred revenues

Deferred revenues, or contract liabilities, generally represents payments or consideration received in advance for goods or services that the Company has not yet provided to the customer. Deferred revenues as of December 31, 2019 and December 31, 2018 are as follows:

	December 31, 2019	December 31, 2018
Deferred initial franchise fee revenues	\$ 136	\$ 127
Deferred loyalty program revenues	86	74
Deferred co-branded credit card program revenues	34	30
Deferred hotel management fee revenues	—	21
Deferred other revenues	27	21
Total	\$ 283	\$ 273

Deferred initial franchise fees represent payments received in advance from prospective franchisees upon the signing of a franchise agreement and are generally recognized to revenue within 12 years. Deferred loyalty revenues represent the portion of loyalty program fees charged to franchisees, net of redemption costs, that have been deferred and will be recognized over time based upon loyalty point redemption patterns. Deferred co-branded credit card program revenue represents payments received in advance from the Company's co-branded credit card partners, primarily for card member activity, which is typically recognized within one year.

Practical expedients

The Company has not adjusted the consideration for the effects of a significant financing component if it expects, at contract inception, that the period between when the Company satisfied the performance obligation and when the customer paid for that good or service was one year or less.

For contracts with customers that were modified before the beginning of the earliest reporting period presented, the Company did not retrospectively restate the revenue associated with the contract for those modifications. Instead, it reflected the aggregate effect of all prior modifications in determining (i) the performance obligations and transaction prices and (ii) the allocation of such transaction prices to the performance obligations.

Performance obligations

A performance obligation is a promise in a contract to transfer a distinct good or service to a customer. The consideration received from a customer is allocated to each distinct performance obligation and recognized as revenue when, or as, each performance obligation is satisfied. The following table summarizes the Company's remaining performance obligations for the twelve-month periods set forth below:

	2020	2021	2022	Thereafter	Total
Initial franchise fee revenue	\$ 29	\$ 15	\$ 14	\$ 78	\$ 136
Loyalty program revenue	53	21	9	3	86
Co-branded credit card program revenue	34	—	—	—	34
Other revenue	16	3	2	6	27
Total	\$ 132	\$ 39	\$ 25	\$ 87	\$ 283

Disaggregation of net revenues

The table below presents a disaggregation of the Company's net revenues from contracts with customers by major services and products for each of the Company's segments:

	Year Ended December 31,		
	2019	2018	2017
Hotel Franchising			
Royalties and franchise fees	\$ 465	\$ 432	\$ 355
Marketing, reservation and loyalty	559	489	369
License and other revenues from former Parent	131	111	75
Other	124	103	98
Total Hotel Franchising	1,279	1,135	897
Hotel Management			
Royalties and franchise fees	15	9	9
Marketing, reservation and loyalty	3	2	2
Hotel management - owned properties	89	75	78
Hotel management - managed properties	36	49	30
Cost reimbursements	623	586	264
Other	2	5	—
Total Hotel Management	768	726	383
Corporate and Other	6	7	—
Net revenues	\$ 2,053	\$ 1,868	\$ 1,280

Capitalized contract costs

The Company incurs certain direct and incremental sales commissions costs in order to obtain hotel franchise and management contracts. Such costs are capitalized and subsequently amortized beginning upon hotel opening over the first non-cancellable period of the agreement. In the event an agreement is terminated prior to the end of the first non-cancellable period, any unamortized cost is immediately expensed. In addition, the Company also capitalizes costs associated with the sale and installation of property management systems to the Company's franchisees, which are amortized over the remaining non-cancellable period of the franchise agreement. As of December 31, 2019 and December 31, 2018, capitalized contract costs were \$33 million and \$24 million, respectively, of which \$8 million in both years, were included in other current assets, and \$25 million and \$16 million, respectively, were included in other non-current assets on the Company's Consolidated Balance Sheets.

4. EARNINGS PER SHARE

The computation of basic and diluted earnings per share ("EPS") is based on net income divided by the basic weighted average number of common shares and diluted weighted average number of common shares, respectively. On June 1, 2018, the Company's separation from Wyndham Worldwide was effected through a tax-free distribution to Wyndham Worldwide's stockholders of one share of the Company's common stock for every one share of Wyndham Worldwide common stock held as of the close of business on May 18, 2018. As a result, on June 1, 2018, the Company had 99.8 million shares of common stock outstanding (inclusive of deferred shares and shares that vested upon separation). This share amount is being utilized for the calculation of basic and diluted earnings per share for all periods presented prior to the date of separation.

The following table sets forth the computation of basic and diluted EPS (in millions, except per-share data) for the years ended December 31:

	2019	2018	2017
Net income	\$ 157	\$ 162	\$ 230
Basic weighted average shares outstanding	96.5	99.5	99.8
Stock options and restricted stock units ("RSUs")	0.1	0.3	—
Diluted weighted average shares outstanding	96.6	99.8	99.8
<i>Earnings per share:</i>			
Basic	\$ 1.63	\$ 1.62	\$ 2.31
Diluted	1.62	1.62	2.31
<i>Dividends:</i>			
Cash dividends declared per share	\$ 1.16	\$ 0.75	\$ —
Aggregate dividends paid to shareholders	\$ 112	\$ 77	\$ —

Stock repurchase program

The following table summarizes stock repurchase activity under this stock repurchase program (in millions, except per share data):

	Shares	Cost	Average Price Per Share
As of January 1, 2019	2.3	\$ 119	\$ 52.51
For the twelve months ended December 31, 2019	4.5	244	54.25
As of December 31, 2019	6.8	\$ 363	\$ 53.67

The Company had \$237 million of remaining availability under its program as of December 31, 2019.

5. ACQUISITIONS

Assets acquired and liabilities assumed in business combinations were recorded on the Consolidated Balance Sheets as of the respective acquisition dates based upon their estimated fair values at such dates. The results of operations of businesses acquired by the Company have been included in the Consolidated and Combined Statements of Income since their respective dates of acquisition. The excess of the purchase price over the estimated fair values of the underlying assets acquired and liabilities assumed was allocated to goodwill. In certain circumstances, the allocations of the excess purchase price are based upon preliminary estimates and assumptions. Accordingly, the allocations may be subject to revision when the Company receives final information, including appraisals and other analyses. Any revisions to the fair values during the allocation period will be recorded by the Company as further adjustments to the purchase price allocations. Although, in certain circumstances, the Company has substantially integrated the operations of its acquired businesses, additional future costs relating to such integration may occur. These costs may result from integrating operating systems, relocating employees, closing facilities, reducing duplicative efforts and exiting and consolidating other activities. These costs will be recorded on the Consolidated and Combined Statements of Income as expenses.

The Company did not complete any business combinations in 2019.

The La Quinta acquisition

On May 30, 2018, the Company completed its acquisition of La Quinta Holdings Inc.'s hotel franchising and hotel management business ("La Quinta") for \$1.95 billion in cash, which includes \$8 million of purchase price that the Company withheld to pay La Quinta employee-related equity award liabilities and \$240 million of purchase price that the Company withheld to pay La Quinta tax liabilities, as discussed below. The addition of La Quinta's over 900 franchised hotels and nearly 89,000 rooms increased Wyndham Hotels' midscale presence and expanded its reach further into the upper-midscale segment of the lodging industry. In addition, this transaction expanded the Company's number of managed hotel properties from 116 to 440 at the time of acquisition. This acquisition strengthened the Company's position in the midscale and upper-midscale segments of the hotel industry, which has been and continues to be one of the Company's strategic priorities.

In conjunction with the acquisition, stockholders of La Quinta Holdings received \$16.80 per share in cash (approximately \$1.0 billion in aggregate), and Wyndham Hotels repaid approximately \$715 million of La Quinta Holdings' debt and withheld cash of \$240 million for estimated taxes assumed and expected to be incurred in connection with the taxable spin-off of La Quinta Holdings' owned real estate assets into CorePoint Lodging, Inc. ("CorePoint"), which occurred immediately prior to the acquisition of La Quinta. Wyndham Hotels financed the \$1.95 billion acquisition with proceeds from its \$500 million offering of 5.375% senior notes due 2026 completed in April 2018 and a \$1.6 billion term loan due 2025 that closed in connection with the acquisition.

The allocation of the purchase price is summarized as follows:

	Amount
Total consideration ^(a)	\$ 1,951
Cash withheld to repay La Quinta Holdings Inc.'s estimated tax liability ^(b)	(240)
Cash withheld to pay employee-related equity award liabilities	(8)
Net cash consideration	<u>1,703</u>
Cash escrowed from CorePoint ^(c)	\$ 985
Payment of La Quinta Holdings Inc.'s long-term debt ^(c)	(985)
	<u>—</u>
Cash utilized to repay La Quinta Holdings Inc.'s long-term debt ^(d)	(715)
Net cash consideration (to shareholders of La Quinta Holdings Inc.)	<u>\$ 988</u>
Total current assets ^(e)	\$ 67
Property and equipment	17
Trademarks ^(f)	710
Franchise agreements ^(f)	260
Management contracts ^(f)	119
Other assets	5
Total assets acquired	<u>\$ 1,178</u>
Total current liabilities ^(e)	\$ 89
Deferred income taxes ^(g)	254
Long-term debt repaid at acquisition ^(c)	715
Assumed tax liability ^(b)	240
Other liabilities	11
Total liabilities assumed	<u>1,309</u>
Net identifiable liabilities acquired	<u>(131)</u>
Goodwill ^(h)	1,119
Total consideration transferred	<u>\$ 988</u>

(a) Includes additional consideration of \$1 million related to a net debt adjustment paid to CorePoint during the third quarter of 2018.

(b) Reflects a portion of the purchase price in which \$195 million and \$35 million was paid in 2019 and 2018, respectively, related to the tax liability assumed in the La Quinta acquisition. Additionally, \$10 million was paid directly to CorePoint in 2019 which was reported in other, net within financing activities in the Consolidated and Combined Statements of Cash Flows.

(c) As a result of a change in control provision within La Quinta's long-term indebtedness, CorePoint deposited \$985 million into an escrow account which was utilized to repay a portion of La Quinta Holdings Inc.'s existing indebtedness.

(d) Reflects the portion of La Quinta Holdings Inc.'s long-term debt that was required to be paid by the Company upon a change in control.

(e) The fair values of total current assets and total current liabilities are estimated to approximate their current carrying values.

(f) The identifiable intangible assets consist of trademarks with an indefinite life, franchise agreements which have a weighted average life of 25 years and management agreements which have a weighted average life of 15 years. The fair valuation was performed with the assistance of a third-party valuation firm, which included the consideration of various valuation techniques that the Company deems appropriate for the measurement of fair value of the assets acquired and liabilities assumed. The valuations of the franchise agreements and management agreements are based on a discounted cash flow method utilizing forecasted cash flows from La Quinta's existing franchise agreements and CorePoint franchise agreements and management agreements (the "CorePoint agreements") that are estimated to be generated over the estimated terms of such contracts. The expected cash flows projections were based on the terms of the agreements, and adjusted for inflation and the costs and expenses required to generate the revenues under such agreements.

The significant assumptions that were utilized for La Quinta's franchise agreements were: (i) forecasted gross room revenues, (ii) a franchise fee of 4.5%, tax affected, and (iii) a discount rate of 9.5%.

The significant assumptions that were utilized for the CorePoint agreements were: (i) forecasted gross room revenues, (ii) franchise and management fee rates of 5.0% each, which were tax affected, and (iii) a discount rate of 9.5% and 10.5% for CorePoint franchise and management agreements, respectively.

(g) The deferred tax liability primarily results from the fair value adjustments for the identifiable intangible assets. This estimate of deferred tax liabilities was determined based on the book and tax basis differences attributable to the identifiable intangible assets acquired at a combined federal and state effective tax rate.

(h) The goodwill recognized in the La Quinta acquisition is not expected to be deductible for income tax purposes.

La Quinta's incremental contributions to net revenues and operating income for the three months ended December 31, 2018 were \$198 million and \$29 million, respectively. Pro forma net revenues and operating income would have been \$2,221 million and \$294 million, respectively, during the year ended December 31, 2018, if La Quinta's historical results had been included in the Company's Consolidated and Combined Statements of Income since January 1, 2018. For 2017, pro forma net revenues and net income would have been \$2,041 million and \$263 million, respectively. This acquisition was assigned to the Company's Hotel Franchising and Hotel Management segments.

The AmericInn acquisition

During October 2017, the Company completed the acquisition of the AmericInn hotel brand and franchise system for a total purchase price of \$140 million, net of cash acquired, which included a simultaneous sale of 10 owned hotels to an unrelated third party for \$28 million. AmericInn's portfolio consisted of 200 franchised hotels predominantly in the Midwestern United States. This acquisition is consistent with the Company's strategy to expand its brand portfolio and total system size.

The following table summarizes the fair value of the assets acquired and liabilities assumed in connection with Wyndham Hotels' acquisition of AmericInn:

	Amount
Trade receivables	\$ 3
Goodwill ^(a)	44
Franchise agreements ^(b)	46
Trademarks	51
Total assets acquired	144
Other current liabilities	4
Total liabilities acquired	4
Net assets acquired	\$ 140

(a) Goodwill is expected to be deductible for tax purposes.

(b) Franchise agreements have a weighted average life of 25 years.

This acquisition was assigned to the Company's Hotel Franchising segment and was not material to Wyndham Hotels' results of operations, financial position or cash flows. In connection with the acquisition of AmericInn, Wyndham Hotels incurred \$2 million of acquisition-related costs, which are reported within transaction-related costs on the Consolidated and Combined Statements of Income.

6. INTANGIBLE ASSETS

Intangible assets as of December 31, 2019 and December 31, 2018 consisted of the following:

	December 31, 2019			December 31, 2018		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
<i>Unamortized intangible assets:</i>						
Goodwill	\$ 1,539			\$ 1,547		
Trademarks ^(a)	\$ 1,393			\$ 1,393		
<i>Amortized intangible assets:</i>						
Franchise agreements ^(b)	\$ 895	\$ 460	\$ 435	\$ 895	\$ 434	\$ 461
Management agreements ^(c)	137	23	114	140	13	127
Trademarks ^(d)	3	1	2	5	1	4
Other ^(e)	3	1	2	6	4	2
	<u>\$ 1,038</u>	<u>\$ 485</u>	<u>\$ 553</u>	<u>\$ 1,046</u>	<u>\$ 452</u>	<u>\$ 594</u>

(a) Comprised of various trademarks that the Company has acquired. These trademarks are expected to generate future cash flows for an indefinite period of time.

(b) Amortized over a period ranging from 20 to 40 years with a weighted average life of 32 years.

(c) Amortized over a period ranging from 7 to 20 with a weighted average life of 14 years.

(d) Amortized over a period of 20 years.

(e) Amortized over a period ranging from 1 to 8 years with a weighted average life of 5 years.

The changes in the carrying amount of goodwill are as follows:

	Balance as of January 1, 2018	Goodwill Acquired During 2018	2018 Adjustments to Goodwill ^(a)	Balance as of December 31, 2018	2019 Adjustments to Goodwill ^(b)	Balance as of December 31, 2019
Hotel Franchising	\$ 385	\$ 1,067	\$ (3)	\$ 1,449	\$ (8)	\$ 1,441
Hotel Management	38	60	—	98	—	98
Total	<u>\$ 423</u>	<u>\$ 1,127</u>	<u>\$ (3)</u>	<u>\$ 1,547</u>	<u>\$ (8)</u>	<u>\$ 1,539</u>

(a) Includes \$2 million related to the sale of Knights Inn brand in May 2018.

(b) Includes \$8 million related to purchase price adjustments for the La Quinta acquisition in 2018.

Amortization expense relating to amortizable intangible assets was as follows for the years ended December 31:

	2019	2018	2017
Franchise agreements	\$ 27	\$ 22	\$ 16
Management agreements	10	7	3
Trademarks	—	1	1
Other	1	1	—
Total ^(a)	<u>\$ 38</u>	<u>\$ 31</u>	<u>\$ 20</u>

(a) Included as a component of depreciation and amortization on the Consolidated and Combined Statements of Income.

Based on Wyndham Hotels' amortizable intangible assets as of December 31, 2019, the Company expects related amortization expense as follows:

	Amount
2020	\$ 37
2021	37
2022	35
2023	35
2024	34

7. FRANCHISING, MARKETING AND RESERVATION ACTIVITIES

Royalties and franchise fee revenues on the Consolidated and Combined Statements of Income include initial franchise fees of \$18 million, \$20 million and \$14 million in 2019, 2018 and 2017, respectively.

In accordance with its franchise agreements, generally Wyndham Hotels is contractually obligated to expend the marketing and reservation fees it collects from franchisees for the operation of an international, centralized, brand-specific reservation system and for marketing purposes such as advertising, promotional and co-marketing programs, and training for the respective franchisees. Additionally, the Company is required to provide certain services to its franchisees, including technology and purchasing programs.

Development advance notes

The Company may, at its discretion, provide development advance notes to certain franchisees or hotel owners in order to assist them in converting to one of Wyndham Hotels' brands, in building a new hotel to be flagged under one of Wyndham Hotels' brands or in assisting in other franchisee expansion efforts. Provided the franchisee/hotel owner is in compliance with the terms of the franchise/management agreement, all or a portion of the development advance notes may be forgiven by Wyndham Hotels over the period of the franchise/management agreement, which typically ranges from 10 to 20 years. Otherwise, the related principal is due and payable to Wyndham Hotels. In certain instances, Wyndham Hotels may earn interest on unpaid franchisee development advance notes.

The Company recorded the following related to development advance notes on the Consolidated and Combined Financial Statements:

Consolidated Balance Sheets:

	As of December 31,	
	2019	2018
Development advance notes ^(a)	\$ 84	\$ 78

(a) Included within other non-current assets.

Consolidated and Combined Statements of Income:

	Year Ended December 31,		
	2019	2018	2017
Forgiveness of notes ^(a)	\$ 8	\$ 7	\$ 6
Bad debt expense related to notes	2	1	—
Interest earned on unpaid notes	1	1	—

(a) Amounts are recorded as a reduction of royalties and franchise fees and marketing, reservation and loyalty revenues.

8. INCOME TAXES

In December 2017, the United States enacted the Tax Cuts and Jobs Act ("U.S. tax reform") and significantly changed U.S. corporate income tax laws by reducing the U.S. corporate income tax rate from 35% to 21% starting in 2018, and imposing a one-time mandatory deemed repatriation tax on undistributed historical earnings of foreign subsidiaries. Other provisions of the law were not effective until January 1, 2018 and include, but are not limited to, creating a territorial tax system which generally eliminates U.S. federal income taxes on dividends from foreign subsidiaries, eliminating or limiting the deduction of certain expenses, and imposing a minimum tax on earnings generated by foreign subsidiaries.

As of December 31, 2017, the Company had made a reasonable estimate for (i) the remeasurement of its net deferred income tax and uncertain tax liabilities based on the new reduced U.S. corporate income tax rate and (ii) the one-time deemed repatriation tax on the Company's undistributed historical earnings of foreign subsidiaries. With respect to certain other items, the Company had not yet been able to make a reasonable estimate and continued to account for those items based on its existing accounting under GAAP and the provisions of the tax laws that were in effect prior to enactment of the U.S. tax reform. One such case was the Company's intent regarding whether to continue to assert indefinite reinvestment on a part or all the undistributed foreign earnings. During the fourth quarter of 2018, the Company completed its accounting for the tax effects of the U.S. tax reform recorded for 2017. The following table presents the impact of the accounting for the enactment of U.S. tax reform on the Company's provision for (benefit from) income taxes:

	Year Ended December 31,	
	2018	2017
Remeasurement of net deferred income tax and uncertain tax liabilities	\$ (2)	\$ (87)
One-time deemed repatriation tax on undistributed historical earnings of foreign subsidiaries	(2)	2
Total provision for (benefit from) income taxes impact	<u>\$ (4)</u>	<u>\$ (85)</u>

Although the one-time mandatory deemed repatriation tax during 2017 and the territorial tax system created as a result of U.S. tax reform generally eliminate U.S. federal income taxes on dividends from foreign subsidiaries, the Company continues to assert that all of the undistributed foreign earnings of \$55 million will be reinvested indefinitely as of December 31, 2019. In the event the Company determines not to continue to assert that all or part of its undistributed foreign earnings are permanently reinvested, such a determination in the future could result in the accrual and payment of additional foreign withholding taxes and U.S. taxes on currency transaction gains and losses, the determination of which is not practicable.

The income tax provision consists of the following:

	Year Ended December 31,		
	2019	2018	2017
Current			
Federal	\$ 40	\$ 34	\$ 84
State	3	13	13
Foreign	21	14	7
	<u>64</u>	<u>61</u>	<u>104</u>
Deferred			
Federal	(3)	2	(89)
State	(10)	(2)	(1)
Foreign	(1)	—	(1)
	<u>(14)</u>	<u>—</u>	<u>(91)</u>
Provision for income taxes	<u>\$ 50</u>	<u>\$ 61</u>	<u>\$ 13</u>

Pretax income for domestic and foreign operations consisted of the following:

	Year Ended December 31,		
	2019	2018	2017
Domestic	\$ 175	\$ 190	\$ 234
Foreign	32	33	9
Pretax income	<u>\$ 207</u>	<u>\$ 223</u>	<u>\$ 243</u>

Deferred taxes

Deferred income tax assets and liabilities are comprised of the following:

	As of December 31,	
	2019	2018
<i>Deferred income tax assets:</i>		
Accrued liabilities and deferred revenues	\$ 97	\$ 87
Tax credits ^(a)	6	12
Provision for doubtful accounts	17	20
Net operating loss carryforward ^(b)	18	14
Other	20	14
Valuation allowance ^(c)	(19)	(15)
Deferred income tax assets	139	132
<i>Deferred income tax liabilities:</i>		
Depreciation and amortization	508	517
Other	15	12
Deferred income tax liabilities	523	529
Net deferred income tax liabilities	\$ 384	\$ 397
<i>Reported in:</i>		
Other non-current assets	\$ 3	\$ 2
Deferred income taxes	387	399
Net deferred income tax liabilities	\$ 384	\$ 397

(a) As of December 31, 2019, the Company had \$6 million of foreign tax credits. The foreign tax credits expire no later than 2029.

(b) As of December 31, 2019, the Company's net operating loss carryforwards primarily relate to state net operating losses, which are due to expire at various dates, but no later than 2039.

(c) The valuation allowance of \$19 million at December 31, 2019 relates to net operating loss carryforwards, certain deferred tax assets and foreign tax credits of \$14 million, \$3 million and \$2 million, respectively. The valuation allowance of \$15 million at December 31, 2018 relates to net operating loss carryforwards, certain deferred tax assets and foreign tax credits of \$11 million, \$3 million, and \$1 million, respectively. The valuation allowance will be reduced when and if the Company determines it is more likely than not that the related deferred income tax assets will be realized.

The Company's effective income tax rate differs from the U.S. federal statutory rate as follows for the years ended December 31:

	2019	2018	2017
Federal statutory rate	21.0 %	21.0 %	35.0 %
State and local income taxes, net of federal tax benefits	(3.8)	2.9	3.6
Taxes on foreign operations at rates different than U.S. federal statutory rates	5.0	1.9	0.8
Taxes on foreign income, net of tax credits	(0.5)	0.3	0.4
Valuation allowances	1.9	1.4	(0.1)
Impact of U.S. tax reform	—	(1.8)	(34.9)
Other	0.6	1.7	0.5
	<u>24.2 %</u>	<u>27.4 %</u>	<u>5.3 %</u>

The effective income tax rate for 2019 and 2018 differs from the U.S. Federal income tax rate of 21% primarily due to U.S. and foreign taxes on the Company's international operations and state taxes. During 2019, the tax effect was partially offset by one-time state tax benefits resulting from a settlement with state taxing authorities and from a change in the Company's state income tax filing position due to its spin-off from Wyndham Worldwide. The effective income tax rate for 2017 differs from the U.S. Federal income tax rate of 35% primarily due to state taxes and the net tax benefit from the impact of U.S. tax reform.

The following table summarizes the activity related to the Company's unrecognized tax benefits as of December 31:

	2019	2018	2017
Beginning Balance	\$ 13	\$ 12	\$ 13
Increases related to tax positions taken during a prior period	2	2	—
Increases related to tax positions taken during the current period	—	1	2
Decreases related to settlements with taxing authorities	(3)	—	—
Decreases as a result of a lapse of the applicable statute of limitations	(1)	(2)	(2)
Decreases related to tax positions taken during a prior period	—	—	(1)
Ending Balance	\$ 11	\$ 13	\$ 12

The gross amount of the unrecognized tax benefits that, if recognized, would affect the Company's effective tax rate was \$11 million, \$13 million and \$12 million as of December 31, 2019, 2018 and 2017, respectively. The Company recorded both accrued interest and penalties related to unrecognized tax benefits as a component of provision for income taxes on the Consolidated and Combined Statements of Income. The amount of potential penalties and interest related to these unrecognized tax benefits recorded in the provision for income taxes was a benefit of \$1 million during 2019, an expense of \$1 million during 2018, and an expense of less than \$1 million during 2017. The Company had a liability for potential penalties of \$2 million as of December 31, 2019, 2018 and 2017 and potential interest of \$2 million as of December 31, 2019 and \$3 million as of both December 31, 2018 and 2017. Such liabilities are reported as a component of accrued expenses and other current liabilities and other non-current liabilities on the Consolidated Balance Sheets. The Company does not expect the unrecognized tax benefits to change significantly over the next 12 months.

The Company files income tax returns in the U.S. federal and state jurisdictions, as well as in foreign jurisdictions. Prior to our spin-off, the Company was part of a consolidated U.S. federal income tax return and consolidated and combined state returns with its former Parent and other subsidiaries that are not included in its Consolidated and Combined Financial Statements. Income taxes as presented in the Company's Consolidated and Combined Financial Statements prior to our spin-off presented current and deferred income taxes of the consolidated federal tax filing attributed to the Company using the separate return method. The separate return method applies the accounting guidance for income taxes to the financial statements as if the Company was a separate taxpayer. The 2015 through 2019 tax years generally remain subject to examination by federal tax authorities, the years 2015 through pre-spin off 2018 tax years as part of the Company's former Parent filing. The 2010 through 2019 tax years generally remain subject to examination by many state tax authorities. In significant foreign jurisdictions, the 2012 through the 2019 tax years generally remain subject to examination by their respective tax authorities. The statute of limitations is scheduled to expire within 12 months of the reporting date in certain taxing jurisdictions, and the Company therefore believes that it is reasonably possible that the total amount of its unrecognized tax benefits could decrease by \$4 million to \$5 million.

The Company made federal and state income tax payments, net of refunds, in the amount of \$43 million for the twelve months ended December 31, 2019. These payments exclude \$195 million of tax payments related to assumed liabilities in connection with the La Quinta acquisition. During the years 2018 and 2017, the former Parent paid \$27 million and \$93 million, respectively, of federal and state income tax liabilities related to the Company, which is reflected in its Consolidated and Combined Financial Statements as an increase in former Parent's net investment. Following the Company's spin-off in 2018, the Company made federal and state income tax payments, net of refunds, in the amount of \$39 million. Additionally, the Company made foreign income tax payments, net of refunds, in the amount of \$16 million in 2019 and \$12 million in 2018 and 2017.

9. PROPERTY AND EQUIPMENT, NET

Property and equipment, net consisted of:

	As of December 31,	
	2019	2018
Land	\$ 19	\$ 17
Buildings and leasehold improvements	214	212
Capitalized software	311	292
Furniture, fixtures and equipment	92	86
Finance leases	72	72
Construction in progress	21	22
	729	701
Less: Accumulated depreciation	422	375
	<u>\$ 307</u>	<u>\$ 326</u>

Wyndham Hotels recorded depreciation expense of \$71 million, \$68 million, and \$55 million during 2019, 2018 and 2017, respectively, related to property and equipment.

10. ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES

Accrued expenses and other current liabilities consisted of:

	As of December 31,	
	2019	2018
Accrued payroll and related expenses	\$ 83	\$ 109
Accrued loyalty program liabilities	56	54
Accrued self-insurance liabilities	29	15
Accrued taxes payable	17	15
Accrued professional expenses	12	7
Due to former Parent	10	11
Performance guarantee liability (Note 13)	10	9
Accrued restructuring (Note 16)	8	—
Accrued legal settlements (Note 13)	7	25
Accrued interest	6	6
Accrued separation expenses	5	19
Accrued marketing expenses	5	8
Operating lease liabilities (Note 18)	5	—
La Quinta tax liability (Note 5)	—	205
Other	26	19
	<u>\$ 279</u>	<u>\$ 502</u>

11. LONG-TERM DEBT AND BORROWING ARRANGEMENTS

The Company's indebtedness consisted of:

	As of December 31,			
	2019		2018	
	Amount	Weighted Average Rate ^(b)	Amount	Weighted Average Rate ^(b)
Long-term debt: ^(a)				
\$750 million revolving credit facility (due May 2023)	\$ —		\$ —	
Term loan (due May 2025)	1,568	4.00%	1,582	4.25%
Senior unsecured notes (due April 2026)	494	5.38%	494	5.38%
Finance leases	60	4.50%	65	4.50%
Total long-term debt	2,122		2,141	
Less: Current portion of long-term debt	21		21	
Long-term debt	\$ 2,101		\$ 2,120	

(a) The carrying amount of the term loan and senior unsecured notes are net of deferred debt issuance costs of \$18 million and \$21 million as of December 31, 2019 and 2018, respectively.

(b) Weighted average interest rate based on year-end balances, including the effects from hedging.

Maturities and capacity

The Company's outstanding debt as of December 31, 2019 matures as follows:

	Long-Term Debt
Within 1 year	\$ 21
Between 1 and 2 years	21
Between 2 and 3 years	21
Between 3 and 4 years	21
Between 4 and 5 years	22
Thereafter	2,016
Total	\$ 2,122

As of December 31, 2019, the available capacity under the Company's revolving credit facility was as follows:

	Revolving Credit Facility
Total capacity	\$ 750
Less: Letters of credit	15
Available capacity	\$ 735

Long-term debt

\$750 million Revolving Credit Facility. During May 2018, the Company entered into an agreement for a \$750 million revolving credit facility expiring in May 2023. This facility is subject to an interest rate per annum equal to, at Wyndham Hotels' option, either a base rate plus a margin ranging from 0.50% to 1.00% or LIBOR plus a margin ranging from 1.50% to 2.00%, in either case based upon the total leverage ratio of the Company and its restricted subsidiaries. In addition, Wyndham Hotels will pay a commitment fee on the unused portion of the revolving credit facility of 0.20% per annum.

\$1.6 billion Term Loan Agreement. During May 2018, the Company entered a credit agreement for a \$1.6 billion term loan (the "Term Loan") expiring in May 2025. The interest rate per annum applicable to the Term Loan is equal to, at the Company's option, either a base rate plus a margin of 0.75% or LIBOR plus a margin of 1.75%. The LIBOR rate with respect to the Term Loan is subject to a "floor" of 0.00%. The Term Loan began amortizing in equal quarterly installments beginning in the fourth quarter of 2018 in aggregate annual amounts equal to 1.00% of the original principal amount thereof. The Term Loan is subject to standard mandatory prepayment provisions including (i) 100% of the net cash proceeds from issuances or

incurrence of debt by Wyndham Hotels or any of its restricted subsidiaries (other than with respect to certain permitted indebtedness); (ii) 100% (with step-downs to 50% and 0% based upon achievement of specified first-lien leverage ratios) of the net cash proceeds from certain sales or other dispositions of assets by Wyndham Hotels or any of its restricted subsidiaries in excess of a certain amount and subject to customary reinvestment provisions and certain other exceptions; and (iii) 50% (with step-downs to 25% and 0% based upon achievement of specified first-lien leverage ratios) of annual (commencing with the 2019 fiscal year) excess cash flow of Wyndham Hotels and its restricted subsidiaries, subject to customary exceptions and limitations.

The revolving credit facility and term loan (the “Credit Facilities”) are guaranteed, jointly and severally, by certain of Wyndham Hotels’ wholly-owned domestic subsidiaries and secured by a first-priority security interest in substantially all of the assets of Wyndham Hotels and those subsidiaries. The Credit Facilities were initially guaranteed by Wyndham Worldwide, which guarantee was released immediately prior to the consummation of the spin-off. The Credit Facilities contain customary covenants that, among other things, restrict, subject to certain exceptions, Wyndham Hotels, Inc. and its restricted subsidiaries’ ability to grant liens on Wyndham Hotels and its restricted subsidiaries’ assets, incur indebtedness, sell assets, make investments, engage in acquisitions, mergers or consolidations and pay certain dividends and other restricted payments. The Credit Facilities require Wyndham Hotels to comply with financial maintenance covenants to be tested quarterly, consisting of a maximum first-lien leverage ratio.

Subject to customary conditions and restrictions, Wyndham Hotels may obtain incremental term loans and/or revolving loans in an aggregate amount not to exceed (i) the greater of \$550 million and 100% of EBITDA, plus (ii) the amount of all voluntary prepayments and commitment reductions under the Credit Facilities, plus (iii) additional amounts subject to certain leverage-based ratio tests.

The Credit Facilities also contain certain customary events of default, including, but not limited to: (i) failure to pay principal, interest, fees or other amounts under the Credit Facilities when due, taking into account any applicable grace period; (ii) any representation or warranty proving to have been incorrect in any material respect when made; (iii) failure to perform or observe covenants or other terms of the Credit Facilities subject to certain grace periods; (iv) a cross-default and cross-acceleration with certain other material debt; (v) bankruptcy events; (vi) certain defaults under ERISA; and (vii) the invalidity or impairment of security interests.

5.375% Senior Unsecured Notes. In April 2018, the Company issued \$500 million of senior unsecured notes, which mature in 2026 and bear interest at a rate of 5.375% per year, for net proceeds of \$493 million. Interest is payable semi-annually in arrears on October 15 and April 15 of each year, commencing on October 15, 2018. The Company used the net cash proceeds from the notes to reduce debt due to former Parent.

Finance Lease. In connection with the Company’s separation from Wyndham Worldwide, Wyndham Hotels was assigned the lease for its corporate headquarters located in Parsippany, New Jersey from its former Parent, which resulted in the Company recording a finance lease obligation and asset of \$66 million and \$43 million, respectively.

Deferred debt issuance costs

The Company classifies deferred debt issuance costs related to its revolving credit facility within other non-current assets on the Consolidated Balance Sheets. Such deferred debt issuance costs were \$4 million and \$5 million as of December 31, 2019 and 2018, respectively.

Cash flow hedge

In 2018, the Company hedged a portion of its \$1.6 billion term loan. As of December 31, 2019, the pay-fixed/receive-variable interest rate swaps hedge \$1.1 billion of the Company’s term loan interest rate exposure, of which \$600 million expires in June 2024 and has a weighted average fixed rate of 2.54% and \$500 million expires in December 2021 and has a weighted average fixed rate of 2.40%. The variable rates of the swap agreements are based on one-month LIBOR. The aggregate fair value of these interest rate swaps was a \$34 million and \$5 million liability as of December 31, 2019 and 2018, respectively, which was included within other non-current liabilities on the Consolidated Balance Sheets. The effect of interest rate swaps on interest expense, net on the Consolidated and Combined Statements of Income were \$3 million and \$2 million of expense during 2019 and 2018, respectively. There was no hedging ineffectiveness recognized in 2019 or 2018. The Company expects to reclassify approximately \$10 million from AOCI to interest expense during the next 12 months.

Interest expense, net

Wyndham Hotels incurred interest expense of \$104 million, \$67 million and \$7 million in 2019, 2018 and 2017, respectively. Cash paid related to such interest was \$100 million and \$56 million for 2019 and 2018, respectively. Interest income was \$4 million, \$7 million and \$1 million for 2019, 2018 and 2017, respectively.

12. FAIR VALUE

Wyndham Hotels measures its financial assets and liabilities at fair value on a recurring basis and utilizes the fair value hierarchy to determine such fair values. Financial assets and liabilities carried at fair value are classified and disclosed in one of the following three categories:

Level 1: Quoted prices for identical instruments in active markets.

Level 2: Quoted prices for similar instruments in active markets; quoted prices for identical or similar instruments in markets that are not active; and model-derived valuations whose inputs are observable or whose significant value driver is observable.

Level 3: Unobservable inputs used when little or no market data is available. In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, the level in the fair value hierarchy within which the fair value measurement falls has been determined based on the lowest level input (closest to Level 3) that is significant to the fair value measurement. Wyndham Hotels' assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment, and considers factors specific to the asset or liability.

The fair value of financial instruments is generally determined by reference to market values resulting from trading on a national securities exchange or in an over-the-counter market. In cases where quoted market prices are not available, fair value is based on estimates using present value or other valuation techniques, as appropriate. The carrying amounts of cash and cash equivalents, trade receivables, accounts payable and accrued expenses and other current liabilities approximate fair value due to the short-term maturities of these assets and liabilities. The carrying amounts and estimated fair values of all other financial instruments are as follows:

	December 31, 2019	
	Carrying Amount	Estimated Fair Value
Debt		
Total debt	\$ 2,122	\$ 2,179

The Company estimates the fair value of its debt using Level 2 inputs based on indicative bids from investment banks or quoted market prices with the exception of finance leases, which are estimated at carrying value.

Financial instruments

Changes in interest rates and foreign exchange rates expose Wyndham Hotels to market risk. The Company uses cash flow hedges as part of its overall strategy to manage its exposure to market risks associated with fluctuations in interest rates and foreign currency exchange rates. As a matter of policy, the Company only enters into transactions that it believes will be highly effective at offsetting the underlying risk, and it does not use derivatives for trading or speculative purposes. The Company estimates the fair value of its derivatives using Level 2 inputs.

Interest rate risk

A portion of debt used to finance the Company's operations is exposed to interest rate fluctuations. The Company uses various hedging strategies and derivative financial instruments to create a desired mix of fixed and floating rate assets and liabilities. Derivative instruments currently used in these hedging strategies include interest rate swaps. The derivatives used to manage the risk associated with the Company's floating rate debt are derivatives designated as cash flow hedges.

Foreign currency risk

The Company has currency rate exposure to exchange rate fluctuations worldwide particularly with respect to the Canadian Dollar, the Chinese Yuan, the Euro, the British Pound and the Argentine Peso. The Company uses foreign currency

forward contracts at various times to manage and reduce the currency exchange rate risk associated with its foreign currency denominated receivables and payables, forecasted royalties and forecasted earnings and cash flows of foreign subsidiaries and other transactions. Losses recognized in income from freestanding foreign currency exchange contracts were \$1 million for 2019 and \$2 million for 2018 and 2017.

As required, the Company began accounting for Argentina as a highly inflationary economy as of July 1, 2018. The Company incurred foreign currency exchange losses related to Argentina of \$5 million and \$3 million during 2019 and 2018, respectively. Such losses are included in operating expenses in the Consolidated and Combined Statements of Income.

Credit risk and exposure

The Company is exposed to counterparty credit risk in the event of nonperformance by counterparties to various agreements and sales transactions. The Company manages such risk by evaluating the financial position and creditworthiness of such counterparties and often by requiring collateral in instances in which financing is provided. The Company mitigates counterparty credit risk associated with its derivative contracts by monitoring the amounts at risk with each counterparty to such contracts, periodically evaluating counterparty creditworthiness and financial position, and where possible, dispersing its risk among multiple counterparties.

Market risk

The Company is subject to risks relating to the geographic concentration of its hotel properties, which may result in the Company's results of operations being more sensitive to local and regional economic conditions and other factors, including competition, natural disasters and economic downturns, than the Company's results of operations would be, absent such geographic concentrations. Local and regional economic conditions and other factors may differ materially from prevailing conditions in other parts of the world. Excluding cost reimbursement revenues, which are offset by cost reimbursement expense, revenues from transactions in the states of Texas and Florida as a percent of U.S. revenues were approximately 10% and 20%, respectively, during 2019 and 10% and 18%, respectively, during 2018. Revenues in the state of Florida include license and other fees from the Company's former Parent. Excluding these revenues, revenues in the state of Florida as a percent of U.S. revenues were 10% during 2019 and 2018.

During 2019 and 2018, the Company had one customer which accounted for 26% and 22%, respectively, of revenues. Excluding cost reimbursement revenues, which are offset by cost reimbursement expenses, such customer accounted for 10% and 6% of the Company's revenues during 2019 and 2018, respectively.

13. COMMITMENTS AND CONTINGENCIES

Litigation

Wyndham Hotels is involved, at times, in claims, legal and regulatory proceedings and governmental inquiries arising in the ordinary course of its business, including but not limited to: breach of contract, fraud and bad faith claims with franchisees in connection with franchise agreements and with owners in connection with management contracts, as well as negligence, breach of contract, fraud, employment, consumer protection and other statutory claims asserted in connection with alleged acts or occurrences at owned, franchised or managed properties or in relation to guest reservations and bookings. The Company may also at times be involved in claims, legal and regulatory proceedings and governmental inquiries relating to bankruptcy proceedings involving efforts to collect receivables from a debtor in bankruptcy, employment matters, claims of infringement upon third parties' intellectual property rights, claims relating to information security, privacy and consumer protection, fiduciary duty/trust claims, tax claims, environmental claims and landlord/tenant disputes. Along with many of its competitors, the Company and/or certain of its subsidiaries have been named as defendants in litigation matters filed in state and federal courts, alleging statutory and common law claims related to purported incidents of sex trafficking at certain franchised and managed hotel facilities. These matters are in the pleading or discovery stages at this time. As of December 31, 2019, the Company is aware of approximately 30 cases filed naming the Company and/or subsidiaries. Based upon the status of these matters, the Company has not made a determination as to the likelihood of loss of any one of these matters and is unable to estimate a range of losses at this time.

The Company assumed one-third of certain contingent and other corporate liabilities of Wyndham Worldwide incurred prior to the spin-off, including liabilities of Wyndham Worldwide related to, arising out of or resulting from certain terminated or divested businesses, certain general corporate matters of Wyndham Worldwide and any actions with respect to the separation plan or the distribution made or brought by any third party.

Wyndham Hotels records an accrual for legal contingencies when it determines, after consultation with outside counsel, that it is probable that a liability has been incurred and the amount of the loss can be reasonably estimated. In making such determinations, Wyndham Hotels evaluates, among other things, the degree of probability of an unfavorable outcome, and when it is probable that a liability has been incurred, its ability to make a reasonable estimate of loss. Wyndham Hotels reviews these accruals each reporting period and makes revisions based on changes in facts and circumstances, including changes to its strategy in dealing with these matters.

Wyndham Hotels believes that it has adequately accrued for such matters with reserves of \$7 million and \$25 million as of December 31, 2019 and December 31, 2018. The Company also had receivables of \$2 million and \$21 million as of December 31, 2019 and 2018, respectively, for certain matters which are covered by insurance and were included in other current assets on its Consolidated Balance Sheets. Litigation is inherently unpredictable and, although Wyndham Hotels believes that its accruals are adequate and/or that it has valid defenses in these matters, unfavorable results could occur. As such, an adverse outcome from such proceedings for which claims are awarded in excess of the amounts accrued, if any, could be material to Wyndham Hotels with respect to earnings and/or cash flows in any given reporting period. As of December 31, 2019, the potential exposure resulting from adverse outcomes of such legal proceedings could, in the aggregate, range up to approximately \$10 million in excess of recorded accruals. However, Wyndham Hotels does not believe that the impact of such litigation will result in a material liability to Wyndham Hotels in relation to its combined financial position or liquidity.

Guarantees

Hotel-management guarantees

The Company had previously entered into hotel-management agreements that provide the hotel owner with a guarantee of a certain level of profitability based upon various metrics. Under such agreements, the Company was required to compensate the hotel owner for any profitability shortfall over the life of the management agreement up to a specified aggregate amount. For certain agreements, the Company may be able to recapture all or a portion of the shortfall payments in the event that future operating results exceed targets.

During 2019, the Company determined it would exit two unprofitable hotel-management agreements initiated in 2012 and 2013. One such agreement covered eight hotel properties. The Company paid \$35 million in the fourth quarter of 2019 to terminate this agreement effective January 1, 2020. Upon the effective date of this agreement, the Company will no longer be required to fund any operating shortfalls under the guarantee agreement. In connection with such hotel-management agreement, the Company had a \$10 million liability as of December 31, 2019, which was included in accrued expenses and other current liabilities on the Consolidated Balance Sheet that is expected to be paid in the first quarter of 2020.

The other agreement was initiated in 2013 and covered 22 hotel properties. In conjunction with this management agreement, which was subject to recapture provisions, the Company's guarantee obligations have been exhausted, and in the third quarter of 2019, the Company elected not to support further out-of-pocket payments by its subsidiary to the hotels' owner. The Company expected that this will result in the hotel-management agreement, including the Company's ability to recapture out-of-pocket payments it had made to the hotels' owner, being terminated. As a result of the decision to no longer support out-of-pocket payments and other factors during the third quarter of 2019, \$48 million of receivables became fully impaired and were written off. The Company also wrote off a \$10 million guarantee asset and derecognized a \$13 million guarantee liability related to such management agreement. As such, the Company recorded a total net non-cash charge of \$45 million which is reported within impairment, net on the Consolidated Statement of Income. The Company entered into an agreement effective October 31, 2019, which terminated the operating performance guarantees.

As of December 31, 2019, the Company only had one remaining performance guarantee. The maximum potential amount of future payments that may be made under this guarantee was \$20 million with an annual cap of \$5 million. This guarantee has a remaining life of approximately four years and is subject to recapture provisions in the event that future operating results exceed targets. To reflect these recapture provisions, the Company had a receivable of \$5 million as of December 31, 2019, of which \$1 million was included in other current assets and \$4 million was included in other non-current assets on its Consolidated Balance Sheet. Such receivable was the result of payments made to date that were subject to recapture and which the Company believes will be recoverable from future operating performance.

As of December 31, 2018, in connection with all three of the then-existing performance guarantees, the Company maintained a liability of \$24 million, of which \$15 million was included in other non-current liabilities and \$9 million was included in accrued expenses and other current liabilities on its Consolidated Balance Sheet. As of December 31, 2018, the Company also had a corresponding \$11 million asset related to the guarantees, of which \$1 million was included in other current assets and \$10 million was included in other non-current assets on its Consolidated Balance Sheet. Such assets were

amortized on a straight-line basis over the life of the agreements. The amortization expense for the performance guarantees noted above was less than \$1 million, \$1 million and \$2 million for 2019, 2018 and 2017, respectively.

Additionally, as of December 31, 2018, the Company had receivables of \$46 million, of which \$45 million were included in other non-current assets and \$1 million was included in other current assets on its Consolidated Balance Sheet, for guarantees subject to recapture provisions. The Company also had receivables of \$21 million for deferred hotel management fees which were included within other non-current assets on the Consolidated Balance Sheets and were fully offset by \$21 million of deferred hotel management fees which were included within deferred revenues on the Consolidated Balance Sheets. These amounts were fully written off in 2019.

Credit support provided and other indemnifications relating to Wyndham Worldwide's sale of its European Vacation Rentals business

In May 2018, Wyndham Worldwide completed the sale of its European Vacation Rentals business to Compass IV Limited, an affiliate of Platinum Equity, LLC ("Buyer"). In connection with the sale of the European Vacation Rentals business, the Company provided certain post-closing credit support in the form of guarantees to help ensure that the business meets the requirements of certain credit card service providers, travel association and regulatory authorities. Such post-closing credit support may be enforced or called upon if the European vacation rentals business fails to meet its primary obligation to pay certain amounts when due. The European vacation rentals business has provided an indemnity to Wyndham Destinations in the event that the post-closing credit support is enforced or called upon.

Pursuant to the terms of the Separation and Distribution Agreement that was entered into in connection with the Company's spin-off, the Company will assume one-third and Wyndham Destinations will assume two-thirds of losses that may be incurred by Wyndham Destinations or the Company in the event that these credit support arrangements are enforced or called upon by any beneficiary in respect of any indemnification claims made.

The table below summarizes the post-closing credit support guarantees related to the sale of the European Vacation Rentals business, the fair values of such guarantees and the receivables from its former Parent representing two-thirds of such guarantees at December 31, 2019:

	Guarantees	Fair Value of Guarantees	Receivable from former Parent
Post-closing credit support at time of sale	\$ 81	\$ 39	\$ 26
Additional post-closing credit support	46	22	15
Total	\$ 127	\$ 61	\$ 41

The fair value of the guarantees were \$61 million and \$62 million as of December 31, 2019 and 2018, respectively, and were included in other non-current liabilities on the Consolidated Balance Sheets. In connection with these guarantees the Company had receivables from its former Parent of \$41 million as of December 31, 2019 and 2018, which were included in other non-current assets on its Consolidated Balance Sheets.

14. STOCK-BASED COMPENSATION

The Company has a stock-based compensation plan available to grant non-qualified stock options, incentive stock options, stock-settled appreciation rights ("SSARs"), RSUs, performance-vesting restricted stock units ("PSUs") and other stock-based awards to key employees, non-employee directors, advisors and consultants. Under the Wyndham Hotels & Resorts, Inc. 2018 Equity and Incentive Plan ("Stock Plan"), which became effective on May 14, 2018, a maximum of 10.0 million shares of common stock may be awarded. As of December 31, 2019, 6.8 million shares remained available.

Incentive equity awards granted by the Company

During 2019, Wyndham Hotels' Board approved incentive equity award grants to employees of Wyndham Hotels in the form of RSUs, stock options and PSUs.

The activity related to the Company's incentive equity awards for the year ended December 31, 2019 consisted of the following:

	RSUs		PSUs	
	Number of RSUs	Weighted Average Grant Price	Number of PSUs	Weighted Average Grant Price
Balance as of December 31, 2018	0.5	\$ 61.31	—	\$ —
Granted ^(a)	0.6	52.19	0.1	52.44
Vested	(0.1)	61.24	—	—
Canceled	(0.2)	57.37	—	—
Balance as of December 31, 2019	0.8 ^(b)	\$ 55.75	0.1 ^(c)	\$ 52.44

(a) Represents awards granted by the Company primarily in February 2019.

(b) RSUs outstanding as of December 31, 2019 are expected to vest over time and have an aggregate unrecognized compensation expense of \$34 million, which is expected to be recognized over a weighted average period of 2.9 years.

(c) PSUs outstanding as of December 31, 2019 are expected to vest over time and have an aggregate unrecognized compensation expense of \$2 million, which is expected to be recognized over a weighted average period of 2.3 years.

The activity related to stock options granted by the Company for the year ended December 31, 2019 consisted of the following:

	Number of Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (Years)	Aggregate Intrinsic Value (in millions)
Outstanding as of December 31, 2018	0.5	\$ 61.40		
Granted	0.5	52.44		
Exercised	—	—		
Canceled	(0.1)	57.93		
Expired	—	—		
Outstanding as of December 31, 2019	0.9	\$ 56.96	6.8	\$ 5
Unvested as of December 31, 2019	0.8 ^(a)	\$ 56.22	7.0	\$ 5
Exercisable as of December 31, 2019	0.1	\$ 61.40	5.2	\$ —

(a) Unvested options as of December 31, 2019 are expected to vest over time and have an aggregate unrecognized compensation expense of \$6 million, which is expected to be recognized over a weighted average period of 2.8 years.

The fair value of stock options granted by Wyndham Hotels during 2019 and 2018 were estimated on the date of the grant using the Black-Scholes option-pricing model with the relevant assumptions outlined in the table below. Expected volatility is based on both historical and implied volatilities of the stock of comparable companies over the estimated expected life of the options. The expected life represents the period of time the options are expected to be outstanding. The risk-free interest rate is based on yields on U.S. Treasury strips with a maturity similar to the estimated expected life of the options. The projected dividend yield was based on the Company's anticipated annual dividend divided by the price of the Company's stock on the date of the grant.

	2019	2018
Grant date fair value	\$10.46	\$11.72
Grant date strike price	\$52.44	\$61.40
Expected volatility	22.24%	22.72%
Expected life	6.25 years	4.25 years
Risk-free interest rate	2.63%	2.73%
Projected dividend yield	2.21%	1.63%

Incentive equity award modification

In August 2017, in conjunction with the anticipated spin-off of Wyndham Hotels, the Wyndham Worldwide Board approved certain modifications to the incentive equity awards granted by Wyndham Worldwide. Such modifications were contingent upon the spin-off becoming probable. On May 9, 2018, Wyndham Worldwide's Board approved the spin-off of Wyndham Hotels, resulting in an accelerated vesting of 0.4 million RSUs and 0.1 million PSUs for all outstanding equity awards granted prior to 2018.

Stock-based compensation expense

Stock-based compensation expense was \$20 million, \$45 million and \$11 million for 2019, 2018 and 2017, respectively. For 2019 and 2018, \$4 million and \$36 million, respectively, was recorded within separation-related costs on the Consolidated and Combined Statements of Income. In 2018, separation-related costs included \$15 million of expense as a result of the modification of the Stock Plan. Further, in 2019, \$1 million was recorded within restructuring expense on the Consolidated and Combined Statements of Income.

15. SEGMENT INFORMATION

The reportable segments presented below represent Wyndham Hotels' operating segments for which separate financial information is available and is utilized on a regular basis by its chief operating decision maker to assess performance and allocate resources. In identifying its reportable segments, Wyndham Hotels also considers the nature of services provided by its operating segments. Management evaluates the operating results of each of its reportable segments based upon net revenues and "adjusted EBITDA", which is defined as net income excluding interest expense, depreciation and amortization, impairment charges, restructuring and related charges, contract termination costs, transaction-related items (acquisition-, disposition- or separation-related), foreign currency impacts of highly inflationary countries, stock-based compensation expense and income taxes. Wyndham Hotels believes that adjusted EBITDA is a useful measure of performance for its segments which, when considered with U.S. GAAP measures, allows a more complete understanding of its operating performance. Wyndham Hotels uses these measures internally to assess operating performance, both absolutely and in comparison to other companies, and to make day to day operating decisions, including in the evaluation of selected compensation decisions. Wyndham Hotels' presentation of adjusted EBITDA may not be comparable to similarly-titled measures used by other companies.

	Hotel Franchising	Hotel Management	Corporate and Other (a)	Total
Year Ended or as of December 31, 2019				
Net revenues	\$ 1,279	\$ 768	\$ 6	\$ 2,053
Adjusted EBITDA	622	66	(75)	613
Depreciation and amortization	72	26	11	109
Segment assets	3,817	500	216	4,533
Capital expenditures	35	8	7	50
Year Ended or as of December 31, 2018				
Net revenues	\$ 1,135	\$ 726	\$ 7	\$ 1,868
Adjusted EBITDA	515	47	(55)	507
Depreciation and amortization	72	21	6	99
Segment assets	3,829	580	567	4,976
Capital expenditures	43	27	3	73
Year Ended or as of December 31, 2017				
Net revenues	\$ 897	\$ 383	\$ —	\$ 1,280
Adjusted EBITDA	402	21	(40)	383
Depreciation and amortization	59	16	—	75
Segment assets	1,727	400	10	2,137
Capital expenditures	35	11	—	46

(a) Includes the elimination of transactions between segments.

Provided below is a reconciliation of net income to adjusted EBITDA.

	Year Ended December 31,		
	2019	2018	2017
Net income	\$ 157	\$ 162	\$ 230
Provision for income taxes	50	61	13
Depreciation and amortization	109	99	75
Interest expense, net	100	60	6
Stock-based compensation expense	15	9	11
Impairment, net	45	—	41
Contract termination costs	42	—	—
Transaction-related expenses, net	40	36	3
Separation-related expenses	22	77	3
Transaction-related item	20	—	—
Restructuring costs	8	—	1
Foreign currency impact of highly inflationary countries	5	3	—
Adjusted EBITDA	\$ 613	\$ 507	\$ 383

The geographic segment information provided below is classified based on the geographic location of Wyndham Hotels' subsidiaries.

	United States	All Other Countries ^(a)	Total
Year Ended or As of December 31, 2019			
Net revenues	\$ 1,805	\$ 248	\$ 2,053
Net long-lived assets	3,619	173	3,792
Year Ended or As of December 31, 2018			
Net revenues	\$ 1,641	\$ 227	\$ 1,868
Net long-lived assets	3,681	179	3,860
Year Ended or As of December 31, 2017			
Net revenues	\$ 1,066	\$ 214	\$ 1,280
Net long-lived assets	1,431	185	1,616

(a) Includes U.S. territories.

16. OTHER EXPENSES AND CHARGES

CorePoint agreement

In October 2019, the Company entered into an agreement with CorePoint, a franchisee with which the Company also has hotel-management agreements, to resolve open issues between the two companies. As part of the agreement, the Company recorded a \$20 million fee credit for past services in 2019, representing payments Wyndham is required to make to CorePoint pursuant to the agreement. Such charge is reflected as a reduction to hotel management revenues on the Consolidated and Combined Statements of Income. In addition, the two companies also agreed to finalize outstanding tax matters related to Wyndham's acquisition of La Quinta. As a result, Wyndham also recorded a \$7 million charge in 2019 related to the resolution of the tax matters, which is reflected in transaction-related costs on the Consolidated and Combined Statements of Income. The Company paid \$18 million to CorePoint in 2019 related to such charges; the remaining amounts are expected to be paid primarily in 2020.

Impairment, net

During 2019, the Company incurred a non-cash net impairment charge of \$45 million associated with the termination of a hotel-management arrangement which contained operating performance guarantees and covered 22 hotel properties. The charge is comprised of a \$48 million write-off of receivables, a \$10 million write-off of a guarantee asset and the derecognition of a \$13 million guarantee liability. See Note 13 - Commitments and Contingencies for further details.

During 2017, Wyndham Hotels recorded \$41 million of non-cash impairment charges, of which \$25 million was for a write-down of a guarantee asset and a development advance note receivable related to a hotel management agreement, and \$16 million was primarily related to a partial write-down of management agreement assets. Such amount was recorded within impairment expense on the Consolidated and Combined Statements of Income.

Contract termination

During 2019, the Company incurred contract termination charges of \$42 million. The Company entered into an agreement to terminate a hotel-management agreement which contained operating performance guarantees and covered eight hotel properties. In conjunction with this termination, the Company incurred a contract termination charge of \$34 million. In addition, the Company incurred a contract termination charge of \$8 million in connection with an indemnification obligation associated with the termination of a hotel-management agreement and an associated lease. As of December 31, 2019, the Company had an \$8 million liability related to such charge which was included in accrued expenses and other current liabilities on its Consolidated Balance Sheet. See Note 13 - Commitments and Contingencies for further details.

Separation-related

The Company incurred separation-related costs associated with its spin-off from Wyndham Worldwide of \$22 million and \$77 million for the years ended December 31, 2019 and 2018, respectively. These costs primarily consist of severance, stock-based compensation and other employee-related costs.

Transaction-related, net

The Company incurred \$40 million of transaction-related expenses during the year ended December 31, 2019, which were primarily related to integration activities for the acquisition of La Quinta and includes \$7 million associated with the resolution of certain tax matters discussed above.

During 2018, the Company incurred \$36 million of transaction-related expenses consisting of \$59 million primarily related to the Company's acquisition of La Quinta partially offset by a \$23 million gain on the sale of its Knights Inn brand in May 2018. This sale was not material to the Company's results of operations or financial position.

Restructuring

During 2019, Wyndham Hotels recorded \$8 million of charges related to restructuring initiatives, primarily focused on enhancing its organizational efficiency and rationalizing its operations. These initiatives resulted in a reduction of 58 employees and are comprised of employee separation costs. The charges are recorded primarily to the Corporate and Other segment. During 2019, Wyndham Hotels made no material cash payments related to this initiative. The remaining liability of \$8 million as of December 31, 2019 is expected to be paid by the end of 2020.

During 2017, Wyndham Hotels recorded \$1 million of charges related to restructuring initiatives, primarily focused on realigning its brand operations. These initiatives resulted in a reduction of 12 employees. During 2017, Wyndham Hotels made \$1 million of cash payments related to this initiative.

Other charges

During 2017, Wyndham Hotels recorded a \$20 million write-down of property and equipment related to damage sustained from Hurricane Maria at its owned Rio Mar hotel in Puerto Rico. The property damage was fully recoverable through insurance coverage, the proceeds of which were received in 2017 and 2018.

17. TRANSACTIONS WITH FORMER PARENT

Wyndham Hotels has a number of arrangements with its former Parent for services provided between both parties as described below.

License agreement and other agreements with former Parent

In connection with the Company's spin-off, Wyndham Hotels and Wyndham Worldwide entered into long-term exclusive license agreements to retain Wyndham Destinations' affiliations with one of the hospitality industry's top-rated loyalty programs, Wyndham Rewards, as well as to continue to collaborate on inventory-sharing and customer cross-sell initiatives.

Wyndham Hotels also entered into several agreements with Wyndham Destinations that govern the relationship of the parties following the spin-off, including a separation and distribution agreement, an employee matters agreement, a tax matters agreement and a transition services agreement. In connection with these agreements, the Company recorded \$6 million and \$7 million of revenues during 2019 and 2018, respectively, which are reported within other revenues on the Consolidated and Combined Statements of Income.

In addition, Wyndham Hotels recorded revenues from Wyndham Destinations in the amount of \$113 million, \$84 million and \$59 million for a license, development and non-competition agreement and \$18 million, \$21 million and \$16 million for activities associated with the Wyndham Rewards program during 2019, 2018 and 2017, respectively. Such fees are recorded within license and other revenues from former Parent on the Consolidated and Combined Statements of Income. Wyndham Hotels also incurred \$8 million of expense during 2019 as a result of an indemnification obligation to Wyndham Destinations related to the termination of a hotel-management agreement and an associated lease. Such expense is recorded within contract termination expenses on the Consolidated and Combined Statement of Income.

These agreements have either not existed historically, or may be on different terms than the terms of the arrangement or agreements that existed prior to the spin-off. The Consolidated and Combined Financial Statements do not reflect the effect of these new and/or revised agreements for periods prior to the spin-off.

Transfer of former Parent liabilities and issuances of guarantees to former Parent and affiliates

Upon the distribution of the Company's common stock to Wyndham Worldwide shareholders, the Company entered into certain guarantee commitments with its former Parent. These guarantee arrangements relate to certain former Parent contingent tax and other corporate liabilities. The Company assumed and is responsible for one-third of such contingent liabilities while its former Parent is responsible for the remaining two-thirds. The amount of liabilities assumed by the Company in connection with the spin-off was \$22 million and \$24 million as of December 31, 2019 and 2018, respectively, which were included within other non-current liabilities. The Company also had a \$2 million and \$11 million liability due to its former Parent which was included within current liabilities on its Consolidated Balance Sheets as of December 31, 2019 and 2018, respectively. In addition, the Company had \$4 million and \$44 million of tax-related receivables due from former Parent as of December 31, 2019 and 2018, respectively, which were included within current assets on its Consolidated Balance Sheets. During 2019, the Company received \$28 million from its former Parent related to net tax refunds, which was included within capital contribution from former Parent on its Consolidated and Combined Statement of Cash Flows.

Wyndham Worldwide's sale of its European Vacation Rentals business

In connection with the sale of the European Vacation Rentals business, the Company was entitled to one-third of the excess of net proceeds from the sale above a pre-set amount. Accordingly, the Company had a net receivable of \$40 million as of December 31, 2018, which it received from its former Parent during 2019. Such amount was included within capital contribution from former Parent on the Company's Consolidated and Combined Statement of Cash Flows.

During 2019, the Buyer notified Wyndham Destinations of certain proposed post-closing adjustments of approximately \$44 million which could serve to reduce the net consideration received from the sale of the European Vacation Rentals business. While Wyndham Destinations intends to vigorously dispute these proposed adjustments, at this time the Company cannot reasonably estimate the probability or amount of the potential liability owed to the Buyer, if any. Any actual liability would be split one-third and two-thirds between the Company and Wyndham Destinations, respectively. As such, the Company's exposure to this post-closing adjustment could be up to \$15 million.

Cash management

Former Parent used a centralized cash management process. Prior to Company's spin-off, the majority of Wyndham Hotels' daily cash receipts were transferred to former Parent and former Parent funded Wyndham Hotels' operating and investing activities as needed. Accordingly, the cash and cash equivalents held by former Parent were not allocated to Wyndham Hotels prior to the spin-off. During such periods, Wyndham Hotels reflected transfers of cash between the Company and former Parent as a component of Due to former Parent, net on its Consolidated Balance Sheets.

Net transfer to and net contribution from former Parent

The components of net transfers to and net contribution from former Parent in the Consolidated and Combined Statements of former Parent's Net Investment were as follows:

	Year Ended December 31,	
	2018	2017
Cash pooling and general financing activities	\$ (110)	\$ (227)
Indirect general corporate overhead allocations	12	35
Corporate allocations for shared services	13	29
Stock-based compensation allocations	20	11
Income taxes	27	93
Net transfers to former Parent	(38)	(59)
Contribution of subsidiary borrowings due to former Parent	197	—
Capital contribution from former Parent	106	—
Dividend to former Parent	(109)	—
Other contributions from former Parent, net	66	—
Net contributions from former Parent	260	\$ —
Net transfers to and net contribution from former Parent	\$ 222	\$ (59)

Services provided by former Parent

Prior to the Company's spin-off, Wyndham Hotels' Consolidated and Combined Financial Statements included costs for services that its former Parent provided to the Company, including, but not limited to, information technology support, financial services, human resources and other shared services. Historically, these costs were charged to Wyndham Hotels on a basis determined by its former Parent to reflect a reasonable allocation of actual costs incurred to perform the services. During 2018 and 2017, Wyndham Hotels was charged \$13 million and \$29 million, respectively, for such services, which were included in operating and general and administrative expenses in Wyndham Hotels' Consolidated and Combined Statements of Income.

Additionally, former Parent allocated indirect general corporate overhead costs to Wyndham Hotels for certain functions and services provided, including, but not limited to, executive facilities, shared service technology platforms, finance and other administrative support. Accordingly, the Company recorded \$12 million and \$35 million of expenses for indirect general corporate overhead from former Parent during 2018 and 2017, respectively, which are included in general and administrative expenses within its Consolidated and Combined Statements of Income.

These allocations may not, however, reflect the expense Wyndham Hotels would have incurred as an independent, publicly traded company for the periods presented. Actual costs that may have been incurred had Wyndham Hotels been a stand-alone company would depend on a number of factors, including the chosen organizational structure, the functions Wyndham Hotels might have performed itself or outsourced and strategic decisions Wyndham Hotels might have made in areas such as information technology and infrastructure. Following the Company's spin-off, Wyndham Hotels performed these functions using its own resources or purchased services from either former Parent or third parties.

Insurance

Prior to the Company's spin-off, former Parent provided the Company with insurance coverage for general liability, property, business interruption and other risks with respect to business operations and charged the Company a fee based on estimates of claims. Wyndham Hotels was charged \$1 million and \$3 million for insurance during 2018 and 2017, respectively, which was included in the Consolidated and Combined Statements of Income.

Defined contribution benefit plans

Prior to the Company's spin-off, former Parent administered and maintained defined contribution savings plans and a deferred compensation plan that provided eligible employees of Wyndham Hotels an opportunity to accumulate funds for retirement. Former Parent matched the contributions of participating employees on the basis specified by each plan. Wyndham Hotels' cost for these plans was \$2 million and \$6 million during 2018 and 2017, respectively.

Subsequent to the Company's spin-off, Wyndham Hotels administers and maintains its own defined contribution savings plans and deferred compensation plan. The Company's cost for these plans was \$10 million and \$4 million during 2019 and 2018, respectively.

18. LEASES

The Company adopted the new accounting guidance for leases using the modified retrospective approach as of January 1, 2019. Prior-year financial statements were not recast under the new standard, and therefore those amounts are not presented in the tables below. The Company elected the package of transition provisions available for expired or existing contracts, which allowed the Company to carry forward its historical assessments of (i) whether contracts are or contain leases, (ii) lease classification and (iii) initial direct costs. The adoption of the new accounting guidance for leases resulted in the recognition of a \$12 million operating right-of-use asset and a corresponding operating lease liability. Under the prior accounting standard for leases, the Company already had \$41 million of assets and \$59 million of liabilities related to finance leases reflected on the Company's Consolidated Balance Sheet as of December 31, 2018.

The Company leases property and equipment under finance and operating leases. For leases with terms greater than one year, the Company records the related asset and obligation at the present value of lease payments over the term. The Company does not separate lease and nonlease components of equipment leases.

The table below presents the lease-related assets and liabilities recorded on the Consolidated Balance Sheet.

	Classification on the Balance Sheet	December 31, 2019
Assets		
Operating lease assets	Other non-current assets	\$ 29
Finance lease assets	Property and equipment, net	37
Total lease assets		<u>\$ 66</u>
Liabilities		
Current		
Operating lease liabilities	Accrued expenses and other current liabilities	\$ 5
Finance lease liabilities	Current portion of long-term debt	5
Non-current		
Operating lease liabilities	Other non-current liabilities	24
Finance lease liabilities	Long-term debt	55
Total lease liabilities		<u>\$ 89</u>

During 2019, the Company entered into new leases related to its corporate headquarters and call center, which resulted in an increase of \$22 million in both operating lease assets and lease liabilities.

The table below presents the remaining lease term and discount rates for finance and operating leases.

	December 31, 2019
Weighted-average remaining lease term	
Operating leases	7.9 years
Finance leases	9.7 years
Weighted-average discount rate	
Operating leases	4.7%
Finance leases	4.5%

Undiscounted cash flows

The table below reconciles the undiscounted cash flows for each of the first five years and total of the remaining years to the finance lease liabilities and operating lease liabilities recorded on the Company's Consolidated Balance Sheet as of December 31, 2019.

	Operating Leases	Finance Leases
2020	\$ 6	\$ 7
2021	5	7
2022	4	7
2023	3	7
2024	3	7
Thereafter	14	39
Total minimum lease payments	35	74
Less: amount of lease payments representing interest	6	14
Present value of future minimum lease payments	29	60
Less: current obligations under leases	5	5
Long-term lease obligations	\$ 24	\$ 55

Other information

During 2019, the Company made cash payments totaling \$9 million related to its operating and finance leases which was included within operating activities, and \$5 million of cash payments related to its finance leases which was included within financing activities on the Consolidated Statement of Cash Flows.

During 2019, the Company incurred finance lease expense of \$5 million and \$3 million for amortization of right-of-use assets and interest expense, respectively, and incurred \$6 million of expense related to its operating leases. Under the prior accounting standard for leases, the Company incurred total rent expense of \$8 million and \$5 million during 2018 and 2017, respectively.

19. ACCUMULATED OTHER COMPREHENSIVE INCOME/(LOSS)

The components of AOCI are as follows:

Net of Tax	Foreign Currency Translation Adjustments	Cash Flow Hedges	Accumulated Other Comprehensive Income/(Loss)
Balance as of December 31, 2016	\$ —	\$ —	\$ —
Period change	5	—	5
Balance as of December 31, 2017	5	—	5
Period change	(9)	(4)	(13)
Balance as of December 31, 2018	(4)	(4)	(8)
Period change	3	(22)	(19)
Balance as of December 31, 2019	\$ (1)	\$ (26)	\$ (27)

20. QUARTERLY FINANCIAL DATA (UNAUDITED)

Provided below are selected unaudited quarterly financial data for the periods ended:

	2019			
	March 31	June 30	September 30	December 31
Net revenues				
Hotel Franchising	\$ 269	\$ 331	\$ 379	\$ 300
Hotel Management	197	201	180	190
Corporate and Other	2	1	1	2
Total Company	468	533	560	492
Total expenses	418	471	469	389
Operating income	50	62	91	103
Interest expense, net	24	26	25	25
Income before income taxes	26	36	66	78
Provision for income taxes	5	10	21	14
Net income	\$ 21	\$ 26	\$ 45	\$ 64
Diluted earnings per share	\$ 0.22	\$ 0.27	\$ 0.47	\$ 0.68
Diluted weighted average shares outstanding	98.2	97.4	96.3	95.0
<i>Reconciliation of net income to adjusted EBITDA</i>				
Net income	\$ 21	\$ 26	\$ 45	\$ 64
Provision for income taxes	5	10	21	14
Depreciation and amortization	29	27	26	28
Interest expense, net	24	26	25	25
Stock-based compensation expense	3	4	4	4
Impairment, net	—	45	—	—
Contract termination costs	—	9	34	(1)
Transaction-related expenses, net	7	11	12	10
Separation-related expenses	21	1	—	—
Transaction-related item	—	—	20	—
Restructuring	—	—	—	8
Foreign currency impact of highly inflationary countries	1	—	3	1
Adjusted EBITDA	\$ 111	\$ 159	\$ 190	\$ 153
<i>Adjusted EBITDA by segment</i>				
Hotel Franchising	\$ 113	\$ 162	\$ 195	\$ 151
Hotel Management	16	16	13	21
Corporate and Other	(18)	(19)	(18)	(19)
Total adjusted EBITDA	\$ 111	\$ 159	\$ 190	\$ 153

	2018			
	March 31	June 30	September 30	December 31
Net revenues				
Hotel Franchising	\$ 203	\$ 289	\$ 348	\$ 295
Hotel Management	99	146	252	229
Corporate and Other	—	—	4	3
Total Company	302	435	604	527
Total expenses	246	396	499	445
Operating income	56	39	105	82
Interest expense, net	1	10	24	25
Income before income taxes	55	29	81	57
Provision for income taxes	16	8	23	14
Net income	\$ 39	\$ 21	\$ 58	\$ 43
Diluted earnings per share	\$ 0.40	\$ 0.21	\$ 0.58	\$ 0.43
Diluted weighted average shares outstanding	99.8	100.0	100.1	99.2
<i>Reconciliation of net income to adjusted EBITDA</i>				
Net income	\$ 39	\$ 21	\$ 58	\$ 43
Provision for income taxes	16	8	23	14
Depreciation and amortization	19	22	30	29
Interest expense, net	1	10	24	25
Stock-based compensation expense	3	1	3	2
Transaction-related expenses, net	2	28	7	(1)
Separation-related expenses	12	35	17	14
Foreign currency impact of highly inflationary countries	—	—	4	(1)
Adjusted EBITDA	\$ 92	\$ 125	\$ 166	\$ 125
<i>Adjusted EBITDA by segment</i>				
Hotel Franchising	\$ 86	\$ 129	\$ 178	\$ 122
Hotel Management	16	8	5	18
Corporate and Other	(10)	(12)	(17)	(15)
Total adjusted EBITDA	\$ 92	\$ 125	\$ 166	\$ 125

ATTACHMENT 1

Unaudited statement of current events

Subsequent to December 31, 2019, there was a global outbreak of a novel strain of coronavirus (COVID-19), and on March 11, 2020, the World Health Organization declared the COVID-19 outbreak a pandemic. The global and domestic response, including mandates from federal, state, and/or local authorities, to mitigate the spread of the virus continues to evolve rapidly and has impacted global commercial activity and contributed to significant volatility in financial markets and within the hospitality sector.

As of the date of the Disclosure Document to be issued, the COVID-19 pandemic may negatively impact future operations which could result in a material impact to the Company's future financial condition, results of operations, and cash flows. Specifically, as of March 17, 2020, the Company has provided notice to its lenders to borrow the remaining available amount under its revolving credit facility so that a total of \$750 million of the revolving credit facility will be utilized and will have borrowings of \$735 million as of the receipt of funds. Additionally, the Company has temporarily suspended its share repurchase activities.

GUARANTY OF PERFORMANCE

For value received, WYNDHAM HOTELS & RESORTS, INC., a Delaware corporation, located at 22 Sylvan Way, Parsippany, New Jersey 07054, USA, absolutely and unconditionally guarantees the performance by its indirect subsidiary, WYNDHAM FRANCHISOR, LLC, a limited liability company, with its registered office located at 22 Sylvan Way, Parsippany, New Jersey 07054, USA, as franchisor, of all its obligations in accordance with the terms and conditions of its franchise or license agreements and other agreements issued pursuant to the Wyndham Franchise Disclosure Document and entered into from and after the date hereof as such franchise, license and other agreements shall have been or may hereafter be amended, modified, renewed or extended from time to time. This Guaranty shall continue in force until all such obligations of WYNDHAM FRANCHISOR, LLC shall have been satisfied or until such liability of WYNDHAM FRANCHISOR, LLC to such franchisees or licensees has been completely discharged, whichever first occur. WYNDHAM HOTELS & RESORTS, INC. shall not be discharged from liability hereunder as long as any such claim by a franchisee or licensee against WYNDHAM FRANCHISOR, LLC remains outstanding. Notice of acceptance is waived. Notice of default on the part of WYNDHAM FRANCHISOR, LLC is not waived. This Guaranty shall be binding upon WYNDHAM HOTELS & RESORTS, INC., its successors and assigns.

IN WITNESS WHEREOF, WYNDHAM HOTELS & RESORTS, INC. has, by a duly authorized officer, executed this Guaranty of Performance in Parsippany, New Jersey as of the 30th day of March, 2020.

WYNDHAM HOTELS & RESORTS, INC.
a Delaware corporation

By: 
Michele Allen
Executive Vice President and Chief Financial Officer

ATTEST:

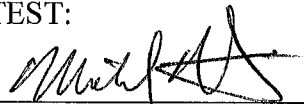
By: 
Michael Heistein
Senior Vice President, Legal

EXHIBIT E-1

EXHIBIT E-1
WYNDHAM
WYNDHAM FRANCHISOR, LLC
US OPEN AND OPERATING FACILITIES
AS OF 12/31/2019

ADDRESS	CITY	STATE	ZIP	PHONE	ENTITY
2 RIVERFRONT PL.	NORTH LITTLE RO	AR	72114	501-834-7700	FF HOTELS, INC.
9000 WEST AIRPORT DRIVE	VISALIA	CA	93277	661-645-6589	SHAW HOTEL GROUP, LLC
4 SOUTH CASCADE AVE	COLORADO SPRING	CO	80903	719-955-6257	JP ANTLERS LLC
1284 STRONGTOWN ROAD	SOUTHBURY	CT	06488-1971	401-447-7547	P & P HOSPITALITY, LLC
1950 GLADES RD.	BOCA RATON	FL	33431	561-417-1870	BOCA RATON HOTEL MANAGEMENT, LP
2096 NE SECOND STREET	DEERFIELD BEACH	FL	33441	754-227-4300	DEERFIELD 21 CORPORATION
1850 HOTEL PLAZA BOULEVARD	LAKE BUENA VIST	FL	32830	401-946-4600	HCP GROSVENOR ORLANDO OWNER LLC
1450 EAST TOUHY AVE	DES PLAINES	IL	60018	224-567-8610	SOUTHERN EXPOSURE LIMITED PARTNERSHIP
700 E ADAMS ST	SPRINGFIELD	IL	62701	210-410-4180	TOWER CAPITAL GROUP LP
2544 EXECUTIVE DR.	INDIANAPOLIS	IN	46241	317-248-2481	AKSHAR INDIANAPOLIS HOTEL, LLC
1111 ROUTE 73	MOUNT LAUREL	NJ	08054	201-452-5821	ARS HOSPITALITY, LLC
481 8TH AVENUE	NEW YORK	NY	10001	212-244-0719	NEW YORKER HOTEL MANAGEMENT COMPANY, INC.
10918 EAST 41ST STREET	TULSA	OK	74146	316-866-2607	RUFFIN HOTEL OF TULSA, LLC
4700 E STREET ROAD	FEASTERVILLE TR	PA	19053-6648	999-999-9999	HERMANI HOTELS, L.L.C.
95 PRESIDENTIAL CIRCLE	GETTYSBURG	PA	17325	202-333-1100	GATEWAY GETTYSBURG HOTEL CONF. CENTER PARTNERS, L.P.
2300 LINCOLN HIGHWAY EAST	LANCASTER	PA	17602	717-299-5500	2300 LINCOLN HIGHWAY, LLC
170 CANDELERO DRIVE	HUMACAO	PU	00791	787-850-6000	PALMAS HILL PARTNERS LLC
240 ACQUIDNECK AVENUE	MIDDLETOWN	RI	02842	401-862-1539	SEAVIEW INN, LLC
1850 POST ROAD	WARWICK	RI	02886	781-724-1411	AIRPORT HOSPITALITY, LLC
2027 AIRWAY BLVD.	EL PASO	TX	79925	915-778-4241	SPOKANE EQUITIES
111 E. PECAN ST.	SAN ANTONIO	TX	78205	512-494-8510	CRVI RIVERWALK HOSPITALITY, LLC
5700 ATLANTIC AVE.	VIRGINIA BEACH	VA	23451-2236	757-428-7025	MARINER ASSOCIATES, LP

EXHIBIT E-1
WYNDHAM
WYNDHAM FRANCHISOR, LLC
US FRANCHISE AGREEMENTS SIGNED BUT NOT OPENED
AS OF 12/31/2019

ADDRESS	CITY	STATE	ZIP	PHONE	ENTITY
7851 BEACH BLVD.	BUENA PARK	CA	90620	999-999-9999	7851 HOLDINGS, LLC
3011 MAINGATE LANE	KISSIMMEE	FL	34747	999-999-9999	AD1 KISSIMMEE HOTELS, LLC
3677 NW 24TH STREET	MIAMI	FL	33142	999-999-9999	ABRAHAM GROUP, LLC
108 FIRST STREET	MACON	GA	31201	478-746-1461	SANGHA HOSPITALITY LLC
5082 NELSON BROGDON BLVD	SUGAR HILL	GA	30518-2355	999-999-9999	JWM VENTURES, LLC
49 REVERE BEACH BOULEVARD	REVERE	MA	02151	999-999-9999	JBX DEVELOPERS, INC.
377 MAIN ST.	BUFFALO	NY	14203	999-999-9999	LANDCO H & L, INC.

EXHIBIT E-2

[Page Intentionally Left Blank]

EXHIBIT E-2
WYNDHAM
WYNDHAM FRANCHISOR, LLC.
GUEST LODGING FACILITIES WHICH VOLUNTARILY OR INVOLUNTARILY
LEFT THE CHAIN FROM 01/01/2019 TO 12/31/2019

CITY	STATE	PHONE	ENTITY
TUCSON	AZ	(999) 999-9999	CANOA RESORT MANAGEMENT, LLC
LIVERMORE	CA	(999) 999-9999	RHINO INVESTMENTS NM HOTEL, LLC
OMAHA	NE	(281) 468-4230	EDWIN W. LESLIE
NEW YORK	NY	(999) 999-9999	FORTUNA 37 WEST 24TH STREET LLC

EXHIBIT E-2
WYNDHAM
WYNDHAM FRANCHISOR, LLC.
GUEST LODGING FACILITIES WHICH DID NOT COMMUNICATE WITH THE
FRANCHISOR WITHIN 10 WEEKS OF THE DISCLOSURE DOCUMENT
ISSUANCE DATE

NONE

EXHIBIT F

Page Intentionally Left Blank



North America

Standards of Operation and Design Manual

Wyndham Hotels and Resorts, LLC

(Revised October 15, 2019)

Wyndham Hotels and Resorts, LLC

**22 Sylvan Way
Parsippany, NJ 07054**

Table Of Contents For Wyndham

Administrative Policies	4
Accounting	4
Submission of Monthly Reporting	4
Billing and Common Charges	6
Travel Agent Commissions	7
GDS (Global Distribution System) and Internet Fees	8
Disputed Charges and Credits	9
Delinquent Payments, Insufficient Funds and Service Restoration	10
WHR Global Conference	11
Telephone Charges	12
Gross Room Revenue Calculation	13
Bad-Debt Allowances	14
Packages	15
Guest Transportation Allocation	16
Franchise and Night Audit	17
Franchise Audit Procedures	17
Records Required for an Audit	18
Night Audit Packs	19
Guest Folio Posting Procedures	20
Insurance	21
Minimum Insurance Requirements	21
Insurance for Leased Restaurant, Lounge or Recreational Facility	24
Additional Insured	25
Insurance Cancellation and Change Notices	26
Certificate of Insurance	27
Failure to Carry Insurance	28
Insurance Notice Address	29
Quality and Training	30
Customer Care	30
Problem Resolution	32
Preventative Maintenance	33
Obtaining Consumer Feedback	34
Lost and Found	35
Quality Assurance Process	36
Quality Assurance Inspection Scoring	37
Quality Assurance Re-Inspection Fees	38
Property Improvement Plan	39
Waivers / Extensions Of System Standards	40
General Manager Certification	41
Remedial Training	42
Training Attendance	43
Property Level Training	44
General Manager/Manager-On-Duty(MOD)	45

Programs and Policies	46
Associates Appearance	46
Uniforms	47
Name Badges	49
Guest Privacy	50
Fire Protection Policy Requirements	51
Travelers with Disabilities	52
Compliance with Laws	53
Non Smoking Policy	54
Pet Policy Requirements	55
Linen and Terry Re-Use Program	56
Wyndham Rewards Program Requirements	57
MyPortal	59
Revenue Management	60
Clean the World Program	61
Guestroom Recycling Program	62
Marketing and Brand Image	63
General Marketing Standards	63
Proper Trademark and Logo Usage	64
Marketing Language	66
Property Designations in Marketing or Promotions	67
Advertising Ethics	68
Toll-Free Reservations Number and Website Address	69
Local Sales and Marketing	70
Property Level Websites	71
Third Party Agreements and Connections	72
E-Mail Address	73
E-Mail Marketing	74
Requirements for Naming a Property	75
Wyndham Rewards Member Levels	78
Photography	80
Property Systems and Technology	81
General High Speed Internet Access Requirements	81
HSIA Business Requirements	83
HSIA Security Requirements	84
HSIA Hardware and Technology Features Requirements	86
Property Management System Technology Requirements	87
Property Management System Core Features	88
Authorized Property Management Systems	89
Enterprise Data Warehouse	90
Brand Information Source	91
Voluntary Cessation of Integrated System Use	92
Telephone System Requirements	93
Message/Voicemail System	94
Wake Up System / Service	95

Auto / Answering Devices and Recorded Messages	96
Hotel Arrival And Exterior	97
Exterior Signage	97
Exterior Signage Requirements	97
Grounds and Landscaping	98
Dumpster, Loading Dock and Service Area	98
Fencing	99
Flags	100
Landscaping	101
Parking Areas and Driveways	102
Sidewalks/Walkways	104
Electrical Vehicle Charging Stations	105
Property Exterior	106
Building Access	106
Building Exterior	107
Exterior Doors	108
Exterior Corridors	109
Exterior Lighting	110
Exterior HVAC / PTAC	111
Entrance Coverage/Porte Cochere	112
Property Entrance	113
Railings and Stairways	114
Roofing	115
Windows	116
Lobby and Front Desk	117
Guest Amenities and Services	117
Bell Service	117
Cribs	118
Front Desk Availability	119
Front Desk Promotional Material	120
Front Desk Required Items	121
Valet Service	122
Guest Mail / Package Service	123
Guest Transportation	124
Laundry and Dry Cleaning Service	125
Luggage Carts	126
Newspaper Requirements	127
Safe Deposit Boxes	128
Telephone Service	129
Wake Up Call	130
Concierge Service	131
Door Service	132
Rollaway Beds	133
Security Services	134
Turndown Services	135

Lobby and Front Desk Design	136
Luggage Storage	136
Front Desk Area Design	137
Front Desk Signage	138
House Phone	139
Lobby Area Design	140
Lobby Area Fixtures and Finishes	141
Lobby Atmosphere	142
Lobby Background Entertainment	143
Lobby Floor Mat	144
Lobby Furniture	145
Lobby Lighting	146
Lobby Window Treatments	147
Reservations, Check-in and Check-out	148
Availability of Reservations Services	148
Reservations Procedures	149
Guaranteed Reservations	150
Cancellation of Reservations	151
Rate and Room Type Availability	152
Overbooking Policy	153
Payment Methods	154
Setting Room Rates	155
Wyndham Discount Rate	156
Best Rate Guarantee	157
Check-In / Check-Out Interactions	158
Check-In Procedures	159
Express Check-In	161
Check-Out Procedures	162
Express Check-Out	163
Registration Cards	164
Hotel Facilities	165
Back of the House Areas	165
Housekeeping / Linen / Storage Room	165
Back of House Laundry	166
Maintenance / Mechanical / Electrical Rooms	167
Employee Facilities	168
Public Space Components	169
Interior Corridors	169
Stairwells	171
Interior Signage	172
Elevator	173
Public Restroom Requirements	174
Public Restroom Design	175
Recreational Facilities	176
Fitness Center Availability	176

Fitness Center Equipment	177
Fitness Center Television	178
Fitness Center Supplies	179
Fitness Center Design	180
Pool/Hot Tub/Spa/Sauna Requirements	182
Pool Furniture and Equipment	183
Miscellaneous Recreational Facility - Operational Standards	184
Spa Facilities and Availability	185
Spa Reservations Interactions	186
Spa Reservations Procedures	187
Spa Reception Interactions	189
Spa Reception Procedures	190
Spa Technician Interactions	192
Spa Technician Procedures	193
Spa Facilities	194
Spa Reception Design	195
Spa Atmosphere	196
Spa Locker Rooms	197
Spa Relaxation Rooms	199
Spa Treatment Room	200
Spa Suites	201
Spa Wet Rooms	202
Spa Products	203
Vending, Laundry and Sundry	204
Vending Requirements	204
Vending Area Design	205
Ice Machine Requirements	206
Guest Laundry Requirements	207
Guest Laundry Design	208
Retail / Sundry Shop / Mart Requirements	209
Retail / Sundry Shop / Mart Display and Design	210
Retail / Sundry Shop / Mart Interactions	211
Retail / Sundry Shop / Mart Procedures	212
Meeting and Business	213
Business Center and Services	213
Business Center / Business Services	213
Business Center Equipment	214
Meeting Rooms	215
Meeting Room/Boardroom Availability	215
Meeting Room and Boardroom Design	216
Meeting Room Fixtures and Finishes	218
Meeting Room Cleanliness and Maintenance	219
Meeting Room Equipment and Supplies	220
Meeting Room Signage	222
Meeting Room Food and Beverage Service	223

Meeting Room High Speed Internet Access	224
Food and Beverage	225
Breakfast	225
Breakfast Availability	225
Breakfast Attendant	226
Breakfast Menu Items	227
Breakfast Equipment and Supplies	229
Breakfast Area Fixtures and Finishes	230
Breakfast Service Interactions	231
Food and Beverage Availability	232
General Outlet Requirements	232
Operational Standards	233
Kitchen Operational Standards	233
Lounge/Bar	234
Lounge Availability	234
Lounge/Bar Design	235
Lounge/Bar Operations	236
Lounge Entertainment	237
Lounge Music	238
Restaurant	239
Restaurant Availability	239
Restaurant Operations	240
Restaurant Music	241
Restaurant Menu	242
Restaurant Table Supplies	243
Restaurant Design	244
Restaurant Fixtures and Finishes	246
Restaurant Service Interactions	247
Room Service	250
Room Service Availability	250
Room Service Operations	251
Guestroom	253
Cleaning and Maintenance	253
Guestroom Cleaning	253
Guestroom Maintenance	254
Guest Bathroom	255
Guest Bath Design	255
Guest Bathroom Entrance/Door	256
Guest Bathroom Furnishings and Equipment	257
Guest Bathroom Lighting	259
Guest Bath Terry	260
Guest Bath Amenities and Supplies	262
Guestroom Bed	265
General Guest Bed Requirements	265
Guest Bed Linen	266

Guest bed Blanket	267
Guest Bed Pillows	268
Decorative Bedding	269
Mattress / Foundation Specifications	270
Bed Frame Specifications	271
Sleeper Sofa Bedding	272
Guestroom Design and Furnishings	273
Guestroom Doors	273
Guestroom Doors	275
Guestroom Door Locks	277
Guestroom Door Signs and Identifiers	279
Guestroom Lighting Requirements	280
Guestroom Carpet / Flooring	282
Guestroom Walls / Ceiling	283
Guestroom Artwork	284
Guestroom Mirror	285
Guestroom Window	286
Guestroom Window Treatment	287
Guestroom Closet Requirements	288
Guestroom Furniture and Fixture Requirements	290
Guestroom Headboard Specifications	291
Guestroom Dresser / Credenza / Media Cabinet Specifications	292
Guestroom Nightstand Specifications	293
Guestroom Desk / Writing Surface Specifications	294
Guestroom Seating Specifications	295
Luggage Rack	296
In Room Safe / Safe Deposit Boxes	297
Guestroom Balcony / Patio Guidelines	298
Guestroom Renovation Standards	299
Guestroom Television	300
Guestroom Television Requirements	300
Guestroom Television Placement	301
Guestroom Television Operating Instructions	302
Guestroom Television Channels	303
Guestroom Pay-Per-View Channels	304
Guest Suites	305
Guest Suite Requirements	305
Guest Suite Components	306
Supplies and Equipment	307
Guestroom Operational Supplies and Equipment	307
Guestroom Collateral	312
Interior HVAC / PTAC	314

Wyndham Rewards Front Desk Guide

Table of Contents

WYNDHAM REWARDS OVERVIEW	6
Program Integrity	7
Program Participation	8
Earning Options	8-15
Rate Qualification.....	16
Redemption Options	17
WYNDHAM REWARDS PROGRAM ADMINISTRATION	18
Property Management Systems.....	19
How to Enroll a Member	20-21
Posting Member Stay Earnings	22
Wyndham Rewards Loyalty Program Charge.....	23-24
Wyndham Rewards Loyalty Program Charge Credit	25
Wyndham Rewards Loyalty Retraining Fee.....	26-29
Wyndham Rewards Monthly Valid Enrollment Target	30
Wyndham Rewards Missing Stay Administration Fee	30-31
Award Night Redemptions	31
go free [®] Award Guidelines & Reimbursement.....	31-35
NEW! go fast SM Award Guidelines (SRB6)	36-38
Member Rate	39
Wyndham Rewards Double Points Rate.....	40
WYNDHAM REWARDS PROGRAM MARKETING.....	42
Key Features and Member Benefits	43-44
On-Site Marketing: Tools from Wyndham Rewards.....	45
go meet SM	46
Purchase Points Rewards.....	47
Wyndham Green Housekeeping Program	47
WYNDHAM REWARDS MEMBER LEVELS.....	48
Member Levels Overview	49
Unlocking Each Member Level	50
Member Levels Perks	51-52
Free Wi-Fi (Wireless HSIA).....	53
Preferred Room	54
Late Check-out.....	54-55
Early Check-in.....	55
Suite Upgrade Including Award Nights	56
Welcome Amenity	57-59
go free PLUS and go fast PLUS Awards.....	58-59
go free PLUS Experiences	60
Dedicated Member Services	61
Accelerated Member Services	62-63
Points Bonus.....	64
Avis [®] and Budget [®] Car Rental Upgrade.....	64
PROPERTY FREQUENTLY ASKED QUESTIONS.....	66-69

WYNDHAM REWARDS MEMBER LEVELS FREQUENTLY ASKED QUESTIONS
..... **70-87**

GUEST FREQUENTLY ASKED QUESTIONS **88-94**

MYPORTAL RESOURCES **95**

GLOSSARY **96-99**

CONTACT INFORMATION **100**

go fast Addendum **101-105**

EXHIBIT G

[Page Intentionally Left Blank]

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration:

California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Dates
California	Effective ~~January 10~~ <u>March 31</u> , 2020
Hawaii	Pending
<u>Illinois</u>	<u>Effective March 31, 2020</u>
Indiana	Effective ~~January 10~~ <u>March 31</u> , 2020
Maryland	~~Effective January 10, 2020~~ <u>Pending</u>
Michigan	Effective ~~January 10~~ <u>March 31</u> , 2020
Minnesota	Pending
New York	Effective ~~January 10~~ <u>March 31</u> , 2020
North Dakota	~~Effective January 10, 2020~~ <u>Pending</u>
Rhode Island	~~Effective January 10, 2020~~ <u>Pending</u>
South Dakota	Effective ~~January 10~~ <u>March 31</u> , 2020
Virginia	Pending
Washington	~~Effective January 10, 2020~~ <u>Pending</u>
Wisconsin	Effective ~~January 10~~ <u>March 31</u> , 2020

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

[Page Intentionally Left Blank]

RECEIPT

Keep this copy for your records

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If Wyndham Franchisor, LLC offers you a Wyndham Hotel 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.

If Wyndham Franchisor, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit B.

The name, principle business address and telephone number of the franchise seller offering the franchise is:

Date of Issuance: March 31, ~~2019 as amended January 10,~~ 2020.

See Exhibit B for our registered agents authorized to receive service of process.

I received a Disclosure Document dated March 31, ~~2019 as amended January 10,~~ 2020, that included the following Exhibits:

Exhibits

- [A State Addenda](#)
- [B Regulatory Authorities; Registered Agents for Service of Process](#)
- [C-1 Wyndham Franchise Agreement with Guaranty, ADA Certification Forms for New Construction Facilities \(Pre-Construction and Post Construction\), Initial Fee Note, Development Incentive Note, Assignment and Assumption Agreement, State-Specific Addenda and Franchise Application](#)
- [C-2 Oracle Master Agreement – SaaS Subscription Agreement OPERA](#)
- [C-3 Supplemental Services Agreement – OPERA](#)
- [C-4 Three Party Agreement / Lender Notification Agreement; Request Forms](#)
- [C-5 Termination and Release Agreement](#)
- [C-6 Signature Reservation Services Agreement](#)
- [C-7 Hotel Revenue Management Agreement](#)
- [C-8 Hotel Connectivity Solutions Agreement](#)
- [D Financial Statements and the Guaranty of Performance of Wyndham Hotels & Resorts, Inc.](#)
- [E-1 List of Chain Facilities as of December 31, 2019](#)
- [E-2 List of Chain Facilities which Voluntarily or Involuntarily Left the Wyndham System from January 1, 2019 to December 31, 2019 or which did not communicate with us during the ten week period preceding the date of the Disclosure Document](#)
- [F Tables of Content for Standards of Operation and Design Manual and Wyndham Rewards® Front Desk Guide](#)

A — ~~State Addenda~~
B — ~~Regulatory Authorities; Registered Agents for Service of Process~~
C 1 — ~~Wyndham Hotel Franchise Agreement with Guaranty, ADA Certification Forms for New Construction Hotels (Pre Construction and Post Construction), Assignment and Assumption Agreement, State Specific Addenda and Franchise Application.~~
C 2(a) — ~~Initial Fee Note~~
C 2(b) — ~~Development Incentive Note and related documents~~
C 3(a) — ~~Oracle Master Agreement—SaaS Subscription Model OPERA~~
C 3(b) — ~~Supplemental Services Agreement—OPERA~~
C 4 — ~~Hotel Revenue Management Consulting Agreement~~
C 5 — ~~Three Party Agreement / Lender Notification Agreement; Request Forms~~
C 6 — ~~Termination and Release Agreement~~
C 7 — ~~Signature Reservation Services Agreement~~
D — ~~Financial Statements and Guaranty of Performance of Wyndham Hotels & Resorts, Inc.~~
E 1 — ~~List of Wyndham System Hotels as of December 31, 20198~~
E 2 — ~~List of System Hotels which Voluntarily or Involuntarily Left the Wyndham System from January 1, 20198 to December 31, 20198 or that did not communicate with us during the ten week period preceding the date of the Disclosure Document~~
F — ~~Table of Contents for Systems Standards of Operation and Design Manual and Wyndham Rewards Front Desk Guide~~

[PLEASE SIGN RECEIPT ON BACK OF PAGE]

*10 business days if you are a resident of, or your franchise will be located, in any of the following states: Michigan. The earlier of the “First Personal Meeting” or 10 business days if you are a resident of, or your franchise will be located in New York.

Name of Proposed Franchisee: _____

Type of Business Entity: _____

Your signature

Date

Print your name

Print your title

Location in which you are interested

RECEIPT

Please detach and return one copy of this Receipt to Wyndham Franchisor, LLC

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If Wyndham Franchisor, LLC offers you a Wyndham Hotel 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.

If Wyndham Franchisor, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit B.

The name, principle business address and telephone number of the franchise seller offering the franchise is:

Date of Issuance: March 31, ~~2019 as amended January 10,~~ 2020.

See Exhibit B for our registered agents authorized to receive service of process.

I received a Disclosure Document dated March 31, ~~2019 as amended January 10,~~ 2020, that included the following Exhibits:

Exhibits

- [A State Addenda](#)
- [B Regulatory Authorities; Registered Agents for Service of Process](#)
- [C-1 Wyndham Franchise Agreement with Guaranty, ADA Certification Forms for New Construction Facilities \(Pre-Construction and Post Construction\), Initial Fee Note, Development Incentive Note, Assignment and Assumption Agreement, State-Specific Addenda and Franchise Application](#)
- [C-2 Oracle Master Agreement – SaaS Subscription Agreement OPERA](#)
- [C-3 Supplemental Services Agreement – OPERA](#)
- [C-4 Three Party Agreement / Lender Notification Agreement; Request Forms](#)
- [C-5 Termination and Release Agreement](#)
- [C-6 Signature Reservation Services Agreement](#)
- [C-7 Hotel Revenue Management Agreement](#)
- [C-8 Hotel Connectivity Solutions Agreement](#)
- [D Financial Statements and the Guaranty of Performance of Wyndham Hotels & Resorts, Inc.](#)
- [E-1 List of Chain Facilities as of December 31, 2019](#)
- [E-2 List of Chain Facilities which Voluntarily or Involuntarily Left the Wyndham System from January 1, 2019 to December 31, 2019 or which did not communicate with us during the ten week period preceding the date of the Disclosure Document](#)
- [F Tables of Content for Standards of Operation and Design Manual and Wyndham Rewards® Front Desk Guide](#)

~~A — State Addenda~~
~~B — Regulatory Authorities; Registered Agents for Service of Process~~
~~C 1 — Wyndham Hotel Franchise Agreement with Guaranty, ADA Certification Forms for New Construction Hotels (Pre Construction and Post Construction), Assignment and Assumption Agreement, State Specific Addenda and Franchise Application.~~
~~C 2(a) — Initial Fee Note~~
~~C 2(b) — Development Incentive Note and related documents~~
~~C 3(a) — Oracle Master Agreement — SaaS Subscription Model OPERA (Option 2)~~
~~C 3(b) — Supplemental Services Agreement — OPERA C 4 — Hotel Revenue Management Consulting Agreement~~
~~C 5 — Three Party Agreement / Lender Notification Agreement; Request Forms~~
~~C 6 — Termination and Release Agreement~~
~~C 7 — Signature Reservation Services Agreement~~
~~D — Financial Statements and Guaranty of Performance of Wyndham Hotels & Resorts, Inc.~~
~~E 1 — List of Wyndham System Hotels as of December 31, 20198~~
~~E 2 — List of System Hotels which Voluntarily or Involuntarily Left the Wyndham System from January 1, 20198 to December 31, 20198 or that did not communicate with us during the ten week period preceding the date of the Disclosure Document~~
~~F — Table of Contents for Systems Standards of Operation and Design Manual and Wyndham Rewards Front Desk Guide~~

[PLEASE SIGN RECEIPT ON BACK OF PAGE]

*10 business days if you are a resident of or your franchise will be located, in any of the following states: Michigan. The earlier of the “First Personal Meeting” or 10 business days if you are a resident of or your franchise will be located in New York.

Name of Proposed Franchisee:_____

Type of Business Entity:_____

Your signature

Date

Print your name

Print your title

Location in which you are interested

Please sign this copy of the receipt, date your signature, and return it to Wyndham Franchisor, LLC, 22 Sylvan Way, Parsippany, New Jersey 07054.