

FRANCHISE DISCLOSURE DOCUMENT



Best Western International, Inc.
An Arizona nonprofit corporation
6201 N. 24th Parkway
Phoenix, AZ 85016
Tel: (602) 957-42020
www.bestwestern.com
Corporate@bestwesternptr@bwh.com

This Franchise Disclosure Document offers a membership in Best Western International, Inc. and the right to construct, or convert an existing hotel to, a hotel that utilizes the “Best Western®”, “Best Western Plus®”, “Best Western Premier®”, “~~@HomeExecutive Residency~~ by Best Western®”, “~~@Home by Best Western~~SM”, “Vib®”, “GLō®”, or “Aiden®”, ~~or “Sadie®”~~ name, as well as Best Western’s proprietary system.

The total investment necessary to begin operation of a 75-room Best Western hotel as one of our members is ~~\$5,851,126,015~~ - \$12,068,526,545 (for new construction) and ~~\$5,667,216,5~~ - \$2,448,551,6545 (for a conversion), which includes \$59,5170 - \$1216,7050 that must be paid to us or our affiliate; the total investment necessary to begin operation of a 90-room Best Western Plus hotel as one of our members is ~~\$7,441,790,15665~~ - \$15,079,68,3945 (for new construction) and ~~\$6,566,3165~~ - \$3,20734,3095 (for a conversion), which includes \$62,5170 - \$11925,84500 that must be paid to us or our affiliate; the total investment necessary to begin operation of a 120-room Best Western Premier hotel as one of our members is \$16,995,219,565 - \$30,842,2493,745 (for new construction) and \$94456,5615 - \$7,127435,2495 (for a conversion), which includes \$68,5170 - \$1327,39500 that must be paid to us or our affiliate; the total investment necessary to begin operation of a 100-room @Home by Best Western hotel as one of our members is \$9,211648,1965 - \$19,148,260,8945 (for new construction) and ~~\$696,702,2165~~ - \$5,164,98455,895 (for a conversion), which includes \$64,5170 - \$1227,39500 that must be paid to us or our affiliate; the total investment necessary to begin operation of a 100-room ~~dual-brandExecutive Residency by Best Western~~ hotel as one of our members (~~e.g., Best Western Plus and @Home by Best Western~~) is ~~\$9,648,577,7965~~ - \$179,60148,2845 (for new construction) and ~~\$7,5208,76215~~ - \$45,178,596,245 (for a conversion), which includes ~~\$99,64,5170~~ - \$16627,0950 that must be paid to us or our affiliate; the total investment necessary to begin operation of a 100-room Vib hotel as one of our members is \$16,056827,3615 - \$235,950817,595 (for new construction) and \$1,60654,36815 - \$4,635828,5095 (for a conversion), which includes \$66,5170 - \$1230,4,8500 that must be paid to us or our affiliate; the total investment necessary to begin operation of an 80-room GLō hotel as one of our members is \$7,18521,365 - \$123,879501,0695 (for new construction) and \$1,2268,3615 - \$3,563,414,095 (for a conversion), which includes \$60,5170 - \$11722,39500 that must be paid to us or our affiliate; and, the total investment necessary to begin operation of a 90-room Aiden hotel as one of our members is ~~\$9,741,36510,228,015~~ - \$13,108773,5295 (for new construction) and \$7478,01,365 - \$3,15320,5945 (for a conversion), which includes \$62,5170 - \$119,800 ~~that must be paid to us or our affiliate; and, the total investment necessary to begin operation of a 120-room Sadie hotel as one of our members is \$18,768,365 - \$30,146,095 (for new construction) and \$1,018,365 - \$6,981,095 (for a conversion), which includes \$68,570 - \$1275,34500~~ that must be paid to us or our affiliate.

This disclosure document summarizes certain provisions of your Membership Agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least fourteen (14) calendar days before you sign a binding agreement with, or make any payment to, the licensor 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 Jay Pricher, General Counsel and Corporate Secretary of Best Western International, Inc. at 6201 N. 24th Parkway, Phoenix, AZ 85016, and (602) 957-4200.

The terms of your contract will govern your franchise relationship. Do not rely solely on the disclosure document to understand your contract. Read your entire contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex decision. 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 11~~February 28, 20245

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit G.
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 E 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 Best Western, Best Western Plus, Best Western Premier, @Home by Best Western, <u>Executive Residency by Best Western</u> , <u>Vīb</u> , <u>GLō</u> , <u>or Aiden</u> , ~~or Sadie~~ hotel business in my area?	Item 12 and the "territory" provisions in the membership 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 Best Western, Best Western Plus, Best Western Premier, @Home by Best Western, <u>Executive Residency by Best Western</u> , <u>Vīb</u> , <u>GLō</u> , <u>or Aiden</u> ~~or Sadie~~ hotel franchisee?	Item 20 or Exhibit G lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

Business model can change. The membership 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 membership 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 membership agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your membership 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 membership 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 A.

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by litigation only in Arizona. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to litigate with franchisor in Arizona than in your own state.
2. **Mandatory Minimum Payments.** You must make minimum monthly room fees, dues, and advertising payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

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.

TABLE OF CONTENTS

ITEM	PAGE
ITEM 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES	1
ITEM 2 BUSINESS EXPERIENCE	5
ITEM 3 LITIGATION	7
ITEM 4 BANKRUPTCY	~~7~~ <u>14</u>
ITEM 5 INITIAL FEES	~~8~~ <u>14</u>
ITEM 6 OTHER FEES	~~1~~ <u>7</u>
ITEM 7 ESTIMATED INITIAL INVESTMENT	~~26~~ <u>30</u>
ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	~~5~~ <u>24</u>
ITEM 9 FRANCHISEE'S OBLIGATIONS	~~5~~ <u>57</u>
ITEM 10 FINANCING	~~5~~ <u>79</u>
ITEM 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING	~~5~~ <u>79</u>
ITEM 12 TERRITORY	~~6~~ <u>870</u>
ITEM 13 TRADEMARKS	~~7~~ <u>47</u>
ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION	~~7~~ <u>79</u>
ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	~~77~~ <u>80</u>
ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	~~7~~ <u>80</u>
ITEM 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION	~~79~~ <u>81</u>
ITEM 18 PUBLIC FIGURES	~~8~~ <u>35</u>
ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS	~~8~~ <u>36</u>
ITEM 20 OUTLETS AND FRANCHISEE INFORMATION	~~8~~ <u>46</u>
ITEM 21 FINANCIAL STATEMENTS	~~98~~ <u>100</u>
ITEM 22 CONTRACTS	~~98~~ <u>100</u>

EXHIBITS

Exhibit A	List of State Administrators
Exhibit B	List of State Agents for Service of Process
Exhibit C	Membership Agreement
Exhibit D	State Addenda to Membership Agreement
Exhibit E	Financial Statements
Exhibit F-1	North America Quality Assurance Manual Table of Contents
Exhibit F-2	Rules & Regulations Table of Contents
Exhibit G	Lists of Current and Former Members
Exhibit H	State Addenda to Disclosure Document
Exhibit I	Application for Membership
Exhibit J-1	202 45 Bylaws and Articles
Exhibit J-2	202 45 Rules and Regulations
Exhibit J-3	202 45 Membership Fees
Exhibit K- ~~1~~	AutoClerk Cloud PMS Software as a Service Agreement
~~Exhibit K-2~~	~~AutoClerk PMS End User License Agreement~~
Exhibit L	Receipts

ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The Licensor

The licensor is Best Western International, Inc. (“we”, “us”, or “our”). “You” means the individual or entity that signs the Membership Agreement – the “Member”. If you are a business entity, “you” means both the business entity and its owners. “System Hotels” refers to hotels operating under the System (as defined below) using the Best Western Identifying Marks (defined below). The “Property” refers to the hotel you will operate under a Membership Agreement. If we have an agent in your state for service of process, we disclose that agent in Exhibit B.

We are an Arizona nonprofit corporation formed on December 13, 1957, with a principal business address located at 6201 N. 24th Parkway, Phoenix, AZ 85016. We operate: (i) as a membership association and licensor under Best Western Identifying Marks (defined below), including, without limitation, the “Best Western[®]”, “Best Western Plus[®]”, “Best Western Premier[®]”, “~~@HomeExecutive Residency~~ by Best Western[®]”, “~~@Home by Best WesternSM~~”, “Vib[®]”, “GLō[®]”, and “Aiden[®]”, ~~and “Sadie[®]”~~ names; and (ii) as a licensor under the “BW Premier Collection[®]” and “BW Signature Collection[®]” names (the “Premier Marks” and the “Signature Marks,” which are referred to collectively as the “Collection Marks”), and under no other name.

We have never operated a System Hotel (although through one of our subsidiaries we own one System Hotel and through another one of our subsidiaries we have a majority ownership interest in a second System Hotel, each of which is operated by a third-party management company), a hotel using any of the Collection Marks or any other type of business. While we began granting membership interests in our nonprofit corporation (“Memberships”) and offering licenses for System Hotels under this franchise disclosure document (this “Disclosure Document”) for the first time in March~~–~~ 2019, our Members have operated System Hotels in the United States (to include its territories and possessions) since on or about 1946, and in Canada since 1964. We previously granted Memberships and offered licenses for “Sadie” hotels under this Disclosure Document from March 2018 to November 2024. We also previously granted Memberships and offered licenses for “Executive Residency byfor Best Western” hotels under this Disclosure Document from March~~–~~ 2019 to February~~–~~ 2023, and will begin to grant Memberships and to offer licenses for those hotels again with this Disclosure Document in February 2025. We have licensed the Best Western Identifying Marks to System Hotels outside North America since 1976. These non-North American System Hotels are not Member hotels.

We began offering licenses for hotels using the Premier Marks and the Signature Marks under a separate franchise disclosure document in April~~–~~ 2020. Our hotel owners have operated (i) hotels using the BW Premier Collection Mark in the United States and a number of other countries since 2015 and (ii) hotels using the BW Signature Collection Mark in the United States and a number of other countries since 2017. As of November 30, 2023~~34~~, there were 2~~55~~~~67~~ hotels using the Collection Marks operating in the United States and abroad.

Item 3 identifies certain state actions alleging that the Memberships we granted were in fact franchises. We neither admit nor deny these allegations. We do not provide products or services to our Members.

Our Parent and Affiliates

Our direct subsidiary, SureStay, Inc., has offered hotel franchises using the marks “SureStay-~~Hotel~~[®] by Best Western[®]” and “SureStay[®] Plus ~~Hotel~~ by Best Western[®]” since 2016, and has offered hotel franchises using the mark “SureStay Studio[®] by Best Western~~SM~~” since April~~5~~, 2020. SureStay, Inc. offered hotel franchises under franchise agreements using the “SureStay Collection by Best Western[®]” mark from 2016 until March~~5~~, 2024, since which date it has been offering hotel licenses under distribution agreements using the “SureStay Collection by Best Western” mark. SureStay, Inc. offers franchises and licenses in the United States and Canada. Our indirect subsidiary, SureStay International, Inc., has offered hotel licenses internationally using the marks “SureStay[®]”, “SureStay Plus[®]”, and “SureStay Collection[®]” since 2016, and has offered hotel licenses using the mark “SureStay Studio~~SM~~[®]” since April~~5~~, 2020. SureStay International, Inc. offers license agreements internationally except for in the countries in which our other indirect subsidiaries (see below) and unaffiliated sublicensees offer licenses. SureStay, Inc. and SureStay International, Inc. each have a principal business address located at 6201 N. 24th Parkway, Phoenix, AZ 85016. As of November 30, 2023~~34~~, there were ~~431~~193 SureStay hotels operating in the United States and abroad. Neither SureStay, Inc. nor SureStay International, Inc. provide products or services to our Members.

Our indirect subsidiary, B-W International Licensing Mexico, S.A. de C.V., has offered hotel licenses in the United Mexican States, Belize, Costa Rica, Guatemala, Nicaragua and El Salvador using the marks “Best Western[®]”, “Best Western Plus[®]”, “Best Western Premier[®]”, “Executive Residency by Best Western”, “@Home by Best Western[®]”, “~~GLō~~[®]”, “Vib[®]”, “~~Aiden~~[®] GLō”, “~~Sadie~~[®] Aiden”, “BW Premier Collection[®]”, “BW Signature Collection[®]”, “SureStay[®]”, “SureStay Plus[®]” and “SureStay Collection[®]” since 2018. B-W International Licensing Mexico, S.A. de C.V. has a principal business address located at Av. Xola No. 535 Int. 401, Col. Del Valle, ~~Deleg. Del.~~ Benito Juárez, ~~CDMX,~~ ~~México~~C.P. 03100 CDMX. B-W International Licensing Mexico, S.A. de C.V. does not provide products or services to our Members.

Our indirect subsidiary, B-W International Licensing Australia Pty Limited, has offered hotel licenses in Australia, New Zealand and Fiji, using the marks “Best Western[®]”, “Best Western Plus[®]”, “Best Western Premier[®]”, “Executive Residency by Best Western”, “@Home by Best WesternSM”, “~~GLō~~[®]”, “~~Aiden~~[®]”, “~~Sadie~~[®]”, “BW Premier Collection[®]”, “BW Signature Collection[®]”, “SureStay[®]”, “SureStay Plus[®]” and “SureStay Collection[®]” since 2018. B-W International Licensing Australia Pty Limited has a principal business address located at Level 11, 213 Miller Street, North Sydney, NSW 2060 Australia. B-W International Licensing Australia Pty Limited does not provide products or services to our Members.

Our direct subsidiary, World Hotels GmbH (“WH”) licenses independent upscale, upper-upscale and luxury hotels across the world under the WorldHotels™ Collection brand. Although WH does not currently offer franchises for the WorldHotels Collection brand, WorldHotels Collection hotel owners have been operating in the United States and a number of other countries since 2004. Currently, there are ~~183~~ WorldHotels operating in the United States (to include its territories and possessions) and ~~129~~3 WorldHotels operating outside of the United States. WH’s principal business address is Unterschweinstiege 2-14, 60549 Frankfurt am Main, Germany. WH does not provide products or services to our Members.

On or about July 31, 2019, we acquired all of the outstanding shares of AutoClerk, Inc. (“AutoClerk”). AutoClerk is now the sole approved supplier of the property management system

("PMS") for new System Hotels. AutoClerk has a principal business address of 198100 N. ~~Broadway,~~ ~~Suite 430~~ California Boulevard, 8th Floor #1139, Walnut Creek, California ~~94596~~.

We have no parents or other affiliates required to be disclosed in this Item. We have no predecessors.

The License Offered

This Disclosure Document offers Memberships and the right to construct, or convert an existing hotel to, a System Hotel that utilizes a hotel system consisting of the elements, standards, specifications, requirements, criteria, and policies that we periodically designate to identify System Hotels (the "System") and the "Best Western" name and those Best Western trademarks, service marks, domain names, and other identifying marks, words, letters, designs, names, or symbols as set forth from time to time in our confidential North America Quality Assurance Manual and Rules & Regulations (the "Manuals") (collectively, the "Best Western Identifying Marks"). Members operating System Hotels operate according to the Membership Agreement (Exhibit C), our Membership Fees (Exhibit J-3), our Articles of Incorporation, our Bylaws (Exhibit J-1), our Members' Rules and Regulations (Exhibit J-2), the Application for Membership (Exhibit I), guidelines, standards, resolutions and policies adopted by our Board of Directors (the "Board") from time to time (including brand identity, quality assurance, customer care, new construction, refurbishment and design manuals and policies) and other documents defining terms or rights of Memberships (collectively, the "Regulatory Documents").

System Hotels operating under the "Best Western" name appeal to leisure and business travelers and compete in the midscale market. "Best Western" System Hotels provide a welcoming environment, clean and comfortable rooms, a free continental breakfast, free high-speed Internet access and great service for a reasonable value.

System Hotels operating under the "Best Western Plus" name appeal to leisure and business travelers looking for upgraded or "Plus" standards and amenities that provide guests enhanced style and comfort. "Best Western Plus" System Hotels compete in the upper-midscale market. "Best Western Plus" System Hotels and their rooms are stylish and well-appointed and provide upgraded amenities that include a free hot breakfast, free high-speed internet access and exceptional service.

System Hotels operating under the "Best Western Premier" name appeal to leisure and business travelers looking for upgraded or "Premier" standards and amenities. These hotels offer a truly refined atmosphere and style, with deluxe amenities and features, along with superior comfort and service for a truly memorable stay. "Best Western Premier" System Hotels compete in the upscale market. "Best Western Premier" System Hotels and their rooms are stylish and well-appointed and provide upgraded amenities that include a free hot breakfast, free high-speed internet access and exceptional service.

System Hotels operating under the "@Home by Best Western" name offer travelers the perfect combination of hotel and home, with ~~studios and suites thoughtfully designed to provide dedicated spaces for sleeping, dining, work and relaxation~~ modern apartment-style rooms offering flexible designs for a clean, streamlined, modern and fresh approach to extended stays while giving licensees the opportunity to curate their System Hotels to their locations and to the specific needs of their guests. "@Home by Best Western" System Hotels often offer moderate food and beverage services (i. Typical dual-branded hotels (e.g., "Best Western Plus" and "@Home by Best Western" System Hotels) compete in the upper-midscale, market).

System Hotels operating ~~as a dual brand hotel (e.g., “Best Western Plus” and “@Home by Best Western Brands”)~~ appeal to leisure and business travelers looking for upgraded or “Plus” standards and amenities that provide guests enhanced style and comfort in either a typical guest room or in an “extended stay” guest room under the “Executive Residency by Best Western” name offer travelers the perfect hotel, with studios and suites thoughtfully designed to provide dedicated spaces for sleeping, dining, work and relaxation focusing on design and comfort. “Executive Residency by Best Western” System Hotels often offer food and beverage services.

System Hotels operating under the “Vīb” name appeal to leisure and business travelers looking for an upscale brand with a vibrant and stylish boutique concept – a cost-efficient urban design with hyper-connected public spaces intended for urban locations. “Vīb” System Hotels offer social engagement, technology integration and consistent service for guests. Hotel amenities include free Wi-Fi in lobby and guest rooms, grab-n-go stations serving premium food and coffee, bar and cozy fireplace, a Zen Zone, gaming pods, fitness center and more.

System Hotels operating under the “GLō” name appeal to leisure and business travelers looking for a stylish boutique hotel intended for suburban, airport and highway locations. “GLō” System Hotels compete in the upper-midscale market and offer travelers the best in value, design and comfort with a focus on arrival experience, streamlined and contemporary guest rooms.

System Hotels operating under the “Aiden” name appeal to leisure and business travelers looking for an upper-midscale and upscale brand with unique characteristics that reflect the locale in which the hotel is situated. An Aiden System Hotel can be new construction or a conversion hotel or a structure that had a prior life with a different purpose. Aiden System Hotels compete in the upper-midscale and upscale markets in typically urban settings.

~~System Hotels operating under the “Sadie” name appeal to leisure and business travelers looking for an upscale brand with unique characteristics that reflect the locale in which the hotel is situated. A Sadie System Hotel can be new construction or a conversion structure that had a prior life with a different purpose. Sadie System Hotels compete in upscale markets in typically urban settings.~~

The Market and Competition

The market for your services will depend on the Best Western Identifying Marks the Property utilizes and the Property’s location and size, among other things. The customer of a “Best Western” System Hotel is a leisure or business traveler looking for a midscale segment hotel stay. The customer of a “Best Western Plus” System Hotel is a leisure or business traveler looking for upgraded standards and amenities of an upper-midscale segment hotel. The customer of a “Best Western Premier” System Hotel is a leisure or business traveler looking for an upscale segment hotel. The customer of ~~a dual brand System Hotel (e.g., “Best Western Plus” and an “@Home by Best Western”)~~ System Hotel is a leisure or business traveler looking for ~~upgraded standards and amenities of~~ an upper-midscale segment hotel ~~in either a single room or extended stay room.~~ The customer of an “Executive Residency by Best Western” System Hotel is a leisure or business traveler looking for an upper-midscale segment hotel. The customer of a “Vīb” System Hotel is a leisure or business traveler looking for an upscale brand with a vibrant and stylish boutique concept. The customer of a “GLō” System Hotel is a leisure or business traveler looking for a stylish boutique hotel in a suburban, airport or highway location. The customer of an “Aiden” ~~or a “Sadie”~~ System Hotel is a leisure or business traveler looking for a stylish boutique hotel typically in an urban setting.

In general, you will compete with national and international hotel and motel chains and independently operated local hotels offering similar types of hotel rooms and food and beverage services to the same clientele. Your convention and meeting facilities, if any, will also compete with national, international and independent hotels and convention centers in other regions. We, our parents and our affiliates engage in a wide range of business activities in lodging and related services, both directly and through the activities of our and their parents and affiliates. Some of these activities may be competitive with the Property.

Applicable Laws

You must comply with innkeeper liability laws, laws and regulations regarding food handling and preparation, truth in menu and labeling laws, alcoholic beverage control laws and dram shop acts, license, certificate and permit requirements for hotel and restaurant operation and occupancy, laws regulating the posting of hotel room rates, hotel room occupancy tax laws, and laws applicable to public accommodations and services such as the Americans with Disabilities Act (“ADA”). In addition, the laws, rules and regulations which apply to businesses in general will affect you. Consult your lawyer about them. Discuss with your architect the ADA and its architectural guidelines, and state and local accessible facilities requirements.

ITEM 2

BUSINESS EXPERIENCE

Chairman and District II Director: ~~Phillip Payne~~ Stephen Wahrlich

Mr. ~~Payne~~ Wahrlich has served as our Chairman since December, ~~2023~~ 2024 and our District II Director since December, ~~2019~~ 2020, in ~~each~~ both cases in Phoenix, Arizona. He previously served as our ~~Vice-Vice~~ Chairman from December, 2023 to December 2024 and our Secretary-Treasurer from December 2022 to December, 2023, in both cases in Phoenix, Arizona. ~~He served as our Secretary-Treasurer from December, 2021 to December, 2022 in Phoenix, Arizona. Mr. Payne has been~~ Mr. Wahrlich has been the owner of the Best Western Plus Clocktower Inn in Billings, Montana since 2005, and an owner of the Best Western Plus Rio Grande Inn in Albuquerque, New Mexico Hilltop in Redding, California since 1995⁷⁷. Mr. ~~Payne~~ Wahrlich has also served as SureStay, Inc.’s Director in Phoenix, Arizona since December, ~~2019~~ 2020.

Vice-Chairman and District III Director: ~~Stephen Wahrlich~~ Viral Patel

Mr. ~~Wahrlich~~ Patel has served as our Vice-Chairman since December, ~~2023~~ 2024 and our District III Director since December, ~~2020~~ 2021, in each case in Phoenix, Arizona. He previously served as our Secretary-Treasurer from December, ~~2022~~ 2023 to December, ~~2023~~ 2024 in Phoenix, Arizona. Mr. Wahrlich Patel has been ~~the~~ an owner of the Best Western ~~Plus Clocktower Inn hotel in Billings, Montana Corbin Inn in Corbin, Kentucky~~ since 2005⁵⁰, and the Best Western Plus Hilltop hotel in Redding, California since 1977. Mr. Wahrlich Patel has also served as SureStay, Inc.’s Director in Phoenix, Arizona since December, ~~2020~~ 2021.

Secretary-Treasurer and District IV Director: ~~Viral~~ Rajesh Patel

Mr. Patel has served as our Secretary-Treasurer since December 2023³⁴ and our District ~~III~~ IV Director since December, ~~2021~~ 2022, in ~~each~~ both cases in Phoenix, Arizona. Mr. Patel has been an owner of

the Best Western ~~Corbin Inn in Corbin, Kentucky~~ Plus Fairburn in Fairburn, Georgia since ~~June 2000~~ June 2015. Mr. Patel has been an owner of the Best Western Plus Atlanta Airport in Hapeville, Georgia since June 1994. Mr. Patel has also served as SureStay, Inc.'s Director in Phoenix, Arizona since December, ~~2021~~ 2022.

District I Director: Phillip Payne

Mr. Payne has served as our District I Director since December 2019, in Phoenix, Arizona. He served as our Chairman from December 2023 to December 2024, our Vice Chairman from December 2022 to December 2023, and our Secretary-Treasurer from December 2021 to December 2022, in each case in Phoenix, Arizona. Mr. Payne has been an owner of the Best Western Plus Rio Grande Inn in Albuquerque, New Mexico since 1995. Mr. Payne has also served as SureStay, Inc.'s Director in Phoenix, Arizona since December 2019.

District VI Director: Mahmood Merchant

Mr. Merchant has served as our District VI Director since December, ~~2021~~, in Phoenix, Arizona. Mr. Merchant has been the owner of the Best Western Big Country Inn in Coalinga, California since 2000, the Best Western Apricot Inn in Firebaugh, California since 2003, the Best Western Colonial Inn in Selma, California since 2017, and the Best Western Plus Inn in Coalinga, California since 2018. Mr. Merchant has also served as SureStay, Inc.'s Director in Phoenix, Arizona since December, ~~2021~~. He has also been the President and Chief Executive Officer of Merchant Valley Corporation in Roseville, California since March, ~~1997~~.

District IV Director: Rajesh Patel

~~Mr. Patel has served as our District IV Director since December, 2022, in Phoenix, Arizona. Mr. Patel has been an owner of the Best Western Plus Fairburn in Fairburn, Georgia since June, 2015. Mr. Patel was an owner of the Best Western Plus Atlanta Airport in Hapeville, Georgia from June 1994 to December 2021. Mr. Patel has also served as SureStay, Inc.'s Director in Phoenix, Arizona since December, 2022.~~

District V Director: Santosh Khanjee

Mr. Khanjee has served as our District V Director since December, ~~2022~~, in Phoenix, Arizona. Mr. Khanjee has been an owner of the Aiden by BW @Austin City Hotel in Austin, Texas since June 1993, the Best Western Airpark Hotel-Los Angeles LAX Airport in Inglewood, California since March 1987, the Best Western Airport Plaza Inn – Los Angeles LAX Hotel in Los Angeles, California since October 1986, and the Best Western Courtesy Inn – Anaheim Park Hotel in Anaheim, California since April 1988. Mr. Khanjee has also served as SureStay, Inc.'s Director in Phoenix, Arizona since December, ~~2022~~.

District VII Director: ~~John Daniel Lafayette III~~ Steven Angeline

Mr. ~~Lafayette~~ Angeline has served as our District VII Director since December, ~~2018, in Phoenix, Arizona. He served as our Chairman from December, 2022 to December, 2023, our Vice Chairman from December, 2021 to December, 2022 and our Secretary-Treasurer from December, 2020 to December, 2021, in each case~~ 2024, in Phoenix, Arizona. Mr. ~~Lafayette~~ Angeline has been ~~an~~ the owner of the Best Western ~~White House Inn in Bangor, Maine since 1994, and the~~

~~Best Western Merry Manor Inn in South Portland, Maine, Plus Concordville Hotel in Glen Mills, Pennsylvania since April 2019, and has been the owner of the Inn at Mendenhall, WorldHotels Crafted in Chadds Ford, Pennsylvania since April 2019.~~ Mr. ~~Lafayette~~ Angeline has also served as SureStay Inc.'s Director in Phoenix, Arizona ~~and has been in that role since December, 2018.~~ 2024.

Managing Director, North American Development: Thomas Giuliano

Mr. Giuliano has served as our Managing/Regional Director, North American Development since 2016, in Phoenix, Arizona. He currently serves in a similar role for SureStay, Inc.

President and Chief Executive Officer: Lawrence M. Cuculic

Mr. Cuculic has served as our President and Chief Executive Officer in Phoenix, Arizona since December, 2021. Mr. Cuculic has also served as SureStay, Inc.'s President in Phoenix, Arizona since December, 2021. Mr. Cuculic previously served as our Senior Vice President, General Counsel and Corporate Secretary in Phoenix, Arizona from 2009 to December, 2021, and as SureStay, Inc.'s Secretary in Phoenix, Arizona from its formation in August, 2016 to December, 2021.

Senior Vice President and Chief Financial Officer: Mark Straszynski

Mr. Straszynski has served as our Senior Vice President and Chief Financial Officer in Phoenix, Arizona since 2008. Mr. Straszynski has also served as SureStay, Inc.'s Treasurer in Phoenix, Arizona since its formation in August, 2016.

President of International Operations and WorldHotels: Ron Pohl

Mr. Pohl has served as our President of International Operations and WorldHotels in Phoenix, Arizona since April, 2022. Mr. Pohl served as our Senior Vice President and Chief Operations Officer in Phoenix, Arizona from 2007 to 2022.

Senior Vice President and Chief ~~Digital~~Technology Officer: ~~Greg Adams~~William Ryan

~~Mr. Adams has been employed by us in various capacities since January, 2013, and has served as our Senior Vice President and Chief Digital Officer in Phoenix, Arizona since 2015.~~

Mr. Ryan has served as our Senior Vice President and Chief Technology Officer in Phoenix, Arizona since October 2024. From July 2023 to February 2024, Mr. Ryan served as Vice President of Digital Commerce and Customer Technology at Backcountry.com, LLC in Park City, Utah. From April 2017 to March 2023, Mr. Ryan served as Senior Director at PetSmart, Inc. in Phoenix, Arizona.

Senior Vice President and Chief Development Officer: Brad LeBlanc

Mr. LeBlanc has served as our Senior Vice President and Chief Development Officer in Phoenix, Arizona since April, 2019. ~~From June, 2013 to April, 2019, Mr. LeBlanc served as Senior Vice President of Development & Franchising at Serendipity Labs, Inc. in Rye, New York.~~

Senior Vice President, General Counsel and Corporate Secretary: Jay Pricher

Mr. Pricher has served as our Senior Vice President, General Counsel and Corporate Secretary in Phoenix, Arizona since December~~5~~ 2021. Mr. Pricher has also served as SureStay, Inc.'s Secretary in Phoenix, Arizona since December~~5~~ 2021. Mr. Pricher previously served as our Vice President of Legal in Phoenix, Arizona from 20~~09~~16 to December~~5~~ 2021.

Senior Vice President, Chief Marketing Officer: Joelle Park

Ms. Park has served as our Senior Vice President, Chief Marketing Officer in Phoenix, Arizona since July~~5~~ 2023. From 2018 to March~~5~~ 2023, Ms. Park served as Vice President and Senior Director at Hilton Worldwide Holdings, Inc. in McLean, Virginia.

Senior Vice President, Brand Management and Member Services: Michael Morton

Mr. Morton has served as our Senior Vice President, Brand Management and Member Services in Phoenix, Arizona since December 2023. From March 2022 to December 2023, Mr. Morton served as our Vice President of Brand Management & Member Services in Phoenix, Arizona. From January 2021 to March 2022, Mr. Morton served as our Vice President of Operations in Phoenix, Arizona. From June 2015 to January 2021, Mr. Morton served as our Vice President of Owner Relations in Phoenix, Arizona.

ITEM 3

LITIGATION

A. PENDING ACTIONS INVOLVING US

None.

B. CONCLUDED ACTIONS INVOLVING US

Best Western International, Inc. v. 1025 Beach LLC, Joga Sing Hayre, et al., Arizona District Court Case No. 2:22-cv-01696-CDB (Filed October 5, 2022; Counterclaim filed December 28, 2022).

The Membership for the Best Western Far Rockaway ("Former Member") was terminated for failure to pay its large, outstanding account; failure to pay its annual dues; and failure to satisfy the terms of a payment plan. On October 5, 2022, we filed a complaint against the owner of the Former Member, 1025 Beach LLC, and its voting member, for their failure to pay the outstanding account and fees and dues owed following the termination. The Former Member filed a counterclaim against us for breach of the implied covenant of good faith and fair dealing. The Former Member is seeking lost revenue proximately caused by us in an amount to be proven at trial. We denied any wrongdoing and disputed the allegations in the counterclaim. On April 19, 2023, the parties settled the case with mutual releases of all claims per a confidential settlement agreement, the disclosure of which is only allowed if required by applicable law or court order. The parties agreed that the Former Member would pay us \$160,000 in installment payments over 18 months.

Best Western International, Inc. v. Brookfield Ventures, LLC, et al., Arizona District Court Case No. 2:22-cv-00037-JAT (Filed January 10, 2022; Counterclaim filed August 1, 2022).

The Member for the Best Western Premier Milwaukee-Brookfield Hotel & Suites (“Former Member”) terminated its Membership with us by self-termination, effective December 2020. At the time of the self-termination, the Former Member had a large, outstanding balance owed to us. On January 10, 2022, we filed a complaint against the owner of the Former Member, Brookfield Ventures, LLC, and its voting member, for their failure to pay the outstanding account and fees and dues owed following the self-termination. The Former Member filed a counterclaim against us for breach of contract, breach of the implied covenant of good faith and fair dealing, fraud, and negligent misrepresentation. The Former Member sought approximately \$15.4 million in lost profits, reliance damages for renovations, punitive damages, attorneys’ fees and extracontractual damages. We denied any wrongdoing and disputed the allegations and damages sought in the counterclaim. On December 1, 2023, the parties settled the case with mutual releases of all claims per a confidential settlement agreement, the disclosure of which is only allowed if required by applicable law or court order. The parties agreed that the Former Member would pay us \$25,000.

Best Western International, Inc. v. 1Nonly Phi Mar, LLC, Philip Levine, et al., Arizona District Court Case No. 2:22-cv-00440-MTL (Filed March 21, 2022; Counterclaim filed July 8, 2022).

The Member for the Best Western Plus Dallas Hotel & Conference Center (“Former Member”) terminated its Membership with us by self-termination, effective September 21, 2021. At the time of the self-termination, the Former Member had a large, outstanding balance owed to us. On March 21, 2022, we filed a complaint against the owner of the Former Member, 1Nonly Phi Mar, LLC, and its voting member, for their failure to pay the outstanding account and fees and dues owed following the self-termination. The Former Member filed a counterclaim against us for breach of contract and breach of the implied covenant of good faith and fair dealing. We denied any wrongdoing and disputed the allegations in the counterclaim. On January 12, 2023, the parties settled the case with mutual releases of all claims per a confidential settlement agreement, the disclosure of which is only allowed if required by applicable law or court order. The parties agreed that the Former Member would pay us \$223,000 in installment payments over 13 months.

Best Western International, Inc. v. 764 4th Avenue Associates, LLC, Arizona District Court Case No. 2:20-cv-01760 (Filed September 8, 2020; Counterclaim filed January 29, 2021).

Defendant 764 4th Avenue Associates, LLC (“4th Avenue”) owns a hotel in Brooklyn, New York known as the Brooklyn Way (the “Hotel”), which was a BW Signature Collection® hotel. We discovered that the Hotel was operating primarily as a transitional housing/homeless shelter rather than an upper mid-scale hotel, was underreporting its occupancy, and underpaying its monthly fees pursuant to the parties’ Distribution Agreement. We were forced to sue 4th Avenue for the outstanding fees owed. 4th Avenue filed a counterclaim on January 8, 2021 asserting claims against us for breach of contract, breach of the duty of good faith and fair dealing, unjust enrichment, and negligent misrepresentation. We disputed the allegations and damages in the counterclaim. On April 30, 2021, the parties settled the case with mutual releases of all claims per a confidential settlement agreement, the disclosure of which is only allowed if required by applicable law or court order. The parties agreed that the Hotel would pay us \$250,000 in installment payments over 24 months.

Best Western International, Inc. v. Twin City Lodging, LLC, et al., Arizona District Court Case No. 18-cv-03374-SPL (Filed October 19, 2018).

The former Best Western Hotel & Restaurant in Mankato, Minnesota was terminated in June 2018 for failing to satisfy high speed internet and customer care ratio requirements and for having a large

outstanding, unpaid account. On October 19, 2018, we filed a complaint against a former Member, Twin City Lodging, LLC (“Former Hotel”), and its voting members for the Former Hotel’s failure to pay its outstanding account and fees and dues owed following termination. The Former Hotel filed a counterclaim against us alleging wrongful termination. The counterclaim asserted causes of action for violations of the Minnesota Franchise Act, breach of the implied covenant of good faith and fair dealing, and breach of contract. We denied any wrongdoing and moved to dismiss the claims. On April 25, 2020, the parties settled the case with mutual releases of all claims per a confidential settlement agreement, the disclosure of which is only allowed if required by applicable law or court order. The parties agreed that the Former Hotel would pay us \$66,250.

Best Western International, Inc. v. Oakland Park, Inc., et al., Arizona State Court (Maricopa County) Case No. CV 2015-000279 (Filed December 12, 2016, Appellate Ruling December 6, 2018).

The former Best Western Oakland Park Inn in Fort Lauderdale, Florida was terminated in 2014 for refusing to pay its outstanding, unpaid account and breaching its payment plan obligations. In January 2015, we sued the former Member, Oakland Park, Inc. (the “Former Hotel”) and its voting member for failure to pay its outstanding account, fees and dues owed following termination, and for trademark infringement. The Former Hotel filed a counterclaim against us in December 2016 alleging wrongful termination, asserting causes of action for breach of contract, breach of the duty of good faith and fair dealing, and breach of the fiduciary duty, among others. We denied any wrongdoing. After a series of motions, the court ruled that the Former Hotel could not assert any wrongful termination claims. Following several hearings that the Former Hotel and its counsel failed to attend, the court granted us default judgment and dismissed all of the Former Hotel’s remaining claims. The default judgment was reversed on appeal on December 6, 2018, but the court of appeals found the termination was justified and that there is no counterclaim for breach of fiduciary duty. The case was remanded to the trial court for resolution of any remaining claims, but in the interim the Former Hotel filed for bankruptcy so the action was subject to the bankruptcy court’s automatic stay. On July 6, 2020, the parties, with the consent of the bankruptcy trustee and bankruptcy court, settled the case with mutual releases of all claims per a confidential settlement agreement, the disclosure of which is only allowed if required by applicable law or court order. The parties agreed that the Former Hotel would pay us \$225,000.

Bright LLC v. Best Western International, Inc., Arizona District Court Case No. 17-cv-00463-PHX-ROS (Filed July 8, 2016).

Bright LLC, a former conditionally-approved applicant for a Membership (“Former Applicant”), sued us for terminating its conditional approval after having already received 18 months of extensions. Former Applicant sought \$1.5 million in damages and asserted causes of action for breach of contract, breach of the implied covenant of good faith and fair dealing, promissory estoppel, unjust enrichment, and declaratory judgment. We denied any wrongdoing. We counterclaimed for damages in the amount of \$110,000 pursuant to the agreed contractual damages provision in the parties’ agreements. On March 1, 2019, the court granted summary judgment in our favor and dismissed all of the Former Applicant’s claims. On April 19, 2019, the parties settled the case with mutual releases of all claims per a confidential settlement agreement, the disclosure of which is only allowed if required by applicable law or court order. The parties agreed that the Former Applicant would pay us \$114,000.

State Bank of Texas, SBT I-10 Service Rd., Ft. Worth Hotel South, LLC v. Best Western International, Inc., Arizona State Court (Maricopa County) Case No. CV 2015-008670 (Filed November 20, 2015).

The former Best Western Plus Fort Worth South Hotel (the “Former Hotel”) was terminated in May 2015 for failing to satisfy design requirements and for failing to meet quality assurance standards established in applicable operations manuals after having been granted multiple extensions. The Former Hotel sued us, seeking over \$3.5 million in damages for costs spent on renovations, alleging improper termination and asserting claims for fraud, constructive fraud, breach of contract, equitable estoppel, breach of implied covenant of good faith and fair dealing, negligent misrepresentation, unjust enrichment/disgorgement, declaratory relief of unconscionability, declaratory relief of non-infringement, and recoupment. We counterclaimed for our contractual damages. We denied any wrongdoing. We moved for summary judgment and all of the Former Hotel’s claims were dismissed. The court ruled, however, that the Former Hotel could assert an affirmative defense for recoupment in response to our counterclaim. On September 25, 2018, the parties settled the case with mutual releases of all claims per a confidential settlement agreement, the disclosure of which is only allowed if required by applicable law or court order. The parties agreed that the Former Hotel would pay us \$25,000.

Best Western International, Inc. v. SDV Hospitality and Resources Corporation and Deepak Kant Vyas, Arizona District Court Case No. 2:15-cv-02159 (Filed October 27, 2015).

The former Best Western Plus Timber Creek Inn & Suites in Sandwich, Illinois (the “Former Hotel”) was terminated for failing quality assessments established in applicable operations manuals and refusing to allow re-inspection. The contract provided that upon termination, the Former Hotel was required to pay fees and dues for the remainder of the contract term, to timely de-brand, and to pay damages for improper use of our trademarks. Following termination, demands were made to the Former Hotel for an outstanding account balance and for liquidated damages relating to ongoing trademark infringement. We sued the Former Hotel to recover the fees. The Former Hotel filed a counterclaim asserting violations of the computer fraud and abuse act, the wire-tap act, the stored communication act, interference with business expectancy, negligent misrepresentation, breach of the covenant of good faith and fair dealing, and breach of fiduciary duty. We denied any wrongdoing. We successfully moved to dismiss the counterclaims for breach of the covenant of good faith and fair dealing and breach of fiduciary duty. On July 26, 2017, the parties settled the case with mutual releases of all claims per a confidential settlement agreement, the disclosure of which is only allowed if required by applicable law or court order. The parties agreed to pay their own attorneys’ fees and costs incurred in the action and to refrain from and correct any marketing, social media, or misrepresentations regarding the Former Hotel or its status as a Best Western branded hotel.

Best Western International, Inc. v. Upstate Host, LLC and Tarrunum Murad, Arizona District Court Case No. 2:16-cv-00885 (PGR) (Filed March 31, 2016).

The former Best Western Plus Carrier Circle in Syracuse, New York (the “Former Hotel”) was terminated for failing quality assessments established in applicable operations manuals. The contract provided that upon termination, the Former Hotel was required to pay fees and dues for the remainder of the contract term, to timely de-brand, and to pay damages for improper use of our trademarks. Following termination, demands were made to the Former Hotel for an outstanding account balance and for liquidated damages relating to trademark infringement. We were forced to sue the Former Hotel. The Former Hotel filed a counterclaim against us and a third party complaint against various of our employees alleging wrongful termination and asserting claims for violation of the New York Franchise

Act, violation of the Arizona Consumer Fraud Act, fraudulent concealment, intentional/negligent misrepresentation, breach of contract, breach of the covenant of good faith and fair dealing, and unjust enrichment. We denied any wrongdoing. On July 13, 2016, the parties settled the case with mutual releases of all claims per a confidential settlement agreement, the disclosure of which is only allowed if required by applicable law or court order. The parties agreed that the Former Hotel would pay us \$78,000 in 24 equal monthly payments of \$3,250.

Best Western International, Inc. v. American Hospitality Solution, LLC and Deborah Speziale, Arizona District Court Case No. 2:16-cv-03405 (Filed October 6, 2016).__

The former Best Western Crossroads (the “Former Hotel”) was terminated for failing to meet quality assurance standards established in applicable operations manuals. The contract provided that upon termination, the Former Hotel was required to pay any outstanding account balances, fees and dues for the remainder of the contract term, to timely de-brand, and to pay damages for improper use of our trademarks. Following termination, demands were made to the Former Hotel for an outstanding account balance and fees and dues for the remainder of the contract term. We sued the Former Hotel to recover the fees. The Former Hotel asserted counterclaims for fraud, violation of the Illinois Franchise Act, Violation of the Indiana Franchise Act, breach of contract, and declaratory relief that the liquidated damages provision in the parties’ agreement is invalid. We denied any wrongdoing and moved to dismiss all of the counterclaims. On April 24, 2017, the parties settled the case with mutual releases of all claims per a confidential settlement agreement, the disclosure of which is only allowed if required by applicable law or court order. The parties agreed that the Former Hotel would pay us \$35,000.

Quist v. Best Western International, Inc., Supreme Court of North Dakota, Civ. Case No. 10571 (Filed July 18, 1984).

On March 3, 1983, the North Dakota Securities Commissioner held that (i) the agreements between us and our Members were “franchises” as defined in the North Dakota Franchise Investment Law (“FIL”); (ii) we had offered or sold franchises in North Dakota in violation of the registration provisions of the FIL; (iii) we did not qualify for the statutory exemptions from registration; (iv) we had not been exempted by rule from registration; and, (v) the North Dakota Securities Commissioner had not applied the FIL in a discriminatory manner, and ordered us to refrain and desist from offering Memberships in our organization until the offers are registered with the North Dakota Securities Commissioner per the provisions of the FIL. The District Court, Burleigh County, South Central Judicial District, affirmed the North Dakota Securities Commissioner’s order, and we appealed. On July 19, 1984, the Supreme Court affirmed the District Court’s decision, holding that: (i) the FIL contained no exception for cooperative marketing agreements; (ii) we had waived constitutional challenges to the FIL itself; and, (iii) the record did not establish any discriminatory enforcement policy of the North Dakota Securities Commissioner or prove any discrimination against us.

Commissioner of Corporations v. Best Western International, Inc., Superior Court of the State of California for the County of Los Angeles, Case No. 0693928 (Filed July 29, 1988).

In response to a complaint filed by the California Commissioner of Corporations (“Commissioner”) asserting that we violated the registration and disclosure provisions of the California Franchise Investment Law (the “California Franchise Law”), and without admitting or denying any allegation of the complaint or liabilities arising therefrom, we consented to the entry of a Final Judgment of Permanent Injunction which ordered that: we (i) be permanently enjoined from offering to selling or otherwise in any way dealing or participating in the offer or sale of any franchise which is not exempt from the registration requirements under the California Franchise Law unless and until we are first registered under the California Franchise Law to offer and sell franchises; (ii) be permanently enjoined from selling any franchise without first submitting to the prospective Member at least 10 business days prior to the receipt of any consideration or the execution of any binding franchise or other agreement, whichever occurs first, the prospectus and all agreements; (iii) file a notice of exemption or register our franchise offer per the California Franchise Law and prepare the applicable disclosure document(s) or file a letter that we have not filed a notice of exemption or obtained franchise registration because we have ceased all franchise offers and will not recommence until we have filed a notice of exemption or registered our franchise offer; and, (iv) pay the Commissioner its costs of \$3,080 (the “1988 Final Judgment of Permanent Injunction”).

In the Matter of Best Western International, Inc. Securities Division of the Office of the Attorney General of Maryland, Case No. 2018-0237 (Effective August 24, 2018).

The Securities Division of the Office of the Attorney General of Maryland (“Securities Division”) asserted that we violated the registration and disclosure provisions of the Maryland Franchise Registration and Disclosure Law (the “Maryland Franchise Law”) by entering into Membership Agreements. Without admitting or denying any violation of law, we voluntarily entered into a Consent Order with the Maryland Securities Commissioner (the “Securities Commissioner”) dated August 24, 2018. In the Consent Order, we agreed to: (i) immediately and permanently cease and desist from the offer and sale of Best Western Membership Agreements in Maryland unless and until we comply with the Maryland Franchise Law; (ii) reimburse the Office of the Attorney General \$16,500 in unpaid franchise filing fees; (iii) within 15 days of our receipt of the fully executed Consent Order, send to seven current Best Western Maryland Members a copy of the signed Consent Order and a rescission letter offering, for a period of 30 days, to immediately rescind the Member’s Membership Agreement and refund the Best Western entrance fee that Member paid; (iv) within 30 days of our receipt of the fully executed Consent Order, send to three Best Western Maryland Members who canceled their Membership Agreements an unconditional refund of the Best Western entrance fee that Member paid; (v) pay the Office of the Attorney General a civil monetary penalty in the amount of \$297,000 for the alleged violations described in the Consent Order, which amount would be reduced to as low as \$25,000 to account for rescission payments we offered to make to existing and former Best Western Maryland Members; and, (vi) complete payments to those Best Western Maryland Members who accepted our rescission offer within 30 days of our receipt of that written acceptance.

In the Matter of Best Western International, Inc. Securities Division of Department of Financial Institutions of Washington, Order No. S-18-2510-19-CO01 (Effective February 7, 2019).

The Securities Division of Department of Financial Institutions of Washington (“Washington Securities Division”) asserted that we violated the registration and disclosure provisions of the Washington Franchise Registration and Disclosure Law (the “Washington Franchise Law”) by entering

into Membership Agreements. Without admitting or denying any violation of law, we voluntarily entered into a Consent Order with Washington Chief of Enforcement, dated February 7, 2019. In the Consent Order, we agreed to: (i) cease and desist from the offer and sale of Best Western Membership Agreements in Washington unless and until we comply with the Washington Franchise Law; (ii) pay the Washington Securities Division \$3,000 for unpaid franchise filing fees for the period 2012 to 2015; (iii) pay investigative costs of \$5,600; and (iv) provide a copy of the Consent Order to all Members who were Washington residents or operated a hotel located in Washington after January 1, 2015 within 60 days of the entry of the Consent Order.

In the Matter of Best Western International, Inc., Department of Business Oversight of the State of California, FIL ORG ID.: 102063 (Effective April 9, 2019).

The Commissioner of California's Department of Business Oversight (the "Commissioner") claimed that we violated the 1988 Final Judgment of Permanent Injunction described above by selling franchises in California between 1988 and 2018 without being registered or filing for an exemption under the California Franchise Investment Law (Corporations Code section 31000, et. Seq.) ("California Franchise Law"). Without admitting or denying any violation of law, we voluntarily entered into a Consent Order with the Commissioner effective April 9, 2019. In the Consent Order, we agreed to: (i) cease and desist from the offer and sale of Best Western Membership Agreements in California unless and until we comply with the California Franchise Law; (ii) pay California's Department of Business Oversight \$500,000 in administrative penalties; and (iii) pay California's Department of Business Oversight \$10,000 in investigative costs.

In the Matter of Best Western International, Inc. Virginia Corporation Commission's Division of Securities and Retail Franchising, Case No. SEC-2019-00060 (Effective February 24, 2020).

The State Corporation Commission's Division of Securities and Retail Franchising (the "Commission") asserted that we violated the registration and disclosure provisions of the Virginia Retail Franchising Act (the "Virginia Franchise Law") by entering into Membership Agreements. Without admitting or denying any violation of law, we voluntarily entered into a Settlement Order with the Commission, which was filed on February 24, 2020. In the Settlement Order, we agreed to: (i) pay to the Treasurer of Virginia \$12,000 in monetary penalties; (ii) pay to the Treasurer of Virginia \$1,000 to defray the costs of investigation; and (iii) not violate Virginia Franchise Law in the future.

C. ACTIONS WE INITIATED DURING THE LAST FISCAL YEAR

Actions to Collect Unpaid Fees

Best Western International, Inc. v OP Hotel LLC, David Nedunilam, Jane Doe Nedunilam, Arizona District Court Case No. 2:23-cv-01166-JAT (Filed June 23, 2023).

Best Western International, Inc. v. HP3 LLC and Ajmer Singh, Arizona District Court Case No. 2:24-cv-00603-SMM (Filed March 20, 2024).

Action to Collect Unpaid Fees and Trademark Infringement Action

Other than these actions, no litigation is required to be disclosed in this Item.

ITEM 4

BANKRUPTCY

No bankruptcy proceedings are required to be disclosed in this Item.

ITEM 5

INITIAL FEES

Impact Study Fee

New prospective Members may, by paying us an Impact Study Fee of \$4,000, contribute funds to our commissioning of an impact study. All new prospective Members must complete an Application for Membership (the current form of which is attached as Exhibit I). Applications for Membership are valid for six months from the Board meeting they are originally intended for (the “Application Deadline”). If a new prospective Member’s Application for Membership is presented to the Board by the Application Deadline and the Application for Membership is approved, the Impact Study Fee will be credited toward the Affiliation Fee (see below). If a new prospective Member’s Application for Membership is presented to the Board by the Application Deadline and the Application for Membership is not approved, the entire Affiliation Fee (including the \$4,000 Impact Study Fee) will be refunded. If a new prospective Member’s Application for Membership is not presented to the Board by the Application Deadline due to the actions of the prospective Member or the Application for Membership is approved by the Board, but the prospective Member does not accept the conditions of approval, the \$4,000 Impact Study Fee will not be refunded.

Entrance Fee

All new prospective Members must pay an Entrance Fee, which is comprised of an evaluation fee (the “Evaluation Fee”) and an affiliation fee (the “Affiliation Fee”).

As explained above, all new prospective Members must complete an Application for Membership. When you submit the Application for Membership to us for processing, you must pay an Evaluation Fee of \$4,000. The Evaluation Fee is applied uniformly to all new prospective Members, is not credited toward any other payment you must make, and is non-refundable.

All new prospective Members must pay the Affiliation Fee before the Board’s consideration of the Application for Membership. The Affiliation Fee for a **single brand**-System Hotel is \$45,000, plus an additional \$200 per guest room over 50 guest rooms up to a maximum of 1,000 rooms, ~~and the Affiliation Fee for a dual brand System Hotel is \$90,000, plus an additional \$900 per guest room over 100 guest rooms.~~ Therefore, the Affiliation Fee for a 75- room Best Western System Hotel is \$50,000, of a 90-room Best Western Plus System Hotel is \$53,000, of a 120-room Best Western Premier System Hotel is \$59,000, of a 100-room @Home by Best Western System Hotel is \$55,000, of a

100-room ~~dual-brand System Hotel (e.g., Best Western Plus and @Home~~Executive Residency by Best Western) is \$~~90~~55,000, of a 100-room Vīb System Hotel is \$~~57~~5,000, of an 80-room GLō System Hotel is \$51,000, and of a 90-room Aiden System Hotel is \$53,000, ~~and of a 120-room Sadie System Hotel is \$59,000.~~

If a new prospective Member's Application for Membership is either (i) presented to the Board by the Application Deadline and the Application for Membership is not approved or (ii) not presented to the Board by the Application Deadline due to the actions of the prospective Member, the entire Affiliation Fee will be refunded. The Affiliation Fee otherwise becomes non-refundable at the time of signing the Membership Agreement.

Proposed Construction Extension Fee to Begin Construction

An applicant granted approval for a System Hotel proposed for construction must commence construction within 12 months from the date of approval, or otherwise may apply for extensions of time to begin construction. Extensions may be granted in 6-month increments. The total amount of time that may be allowed to begin construction is 3 years from the date of approval. Requests for extensions: must be submitted at least 30 days prior to the then expiring period allowed for commencement of construction; include a progress report describing, at a minimum, the current status of financing, architectural plans, specifications, satisfaction of zoning requirements, and plans for commencement of construction; and payment of a non-waivable proposed construction extension fee ("Proposed Construction Extension Fee"). In the event a request for extension is not timely submitted, an extension shall not be granted and the applicant may not re-apply for membership at the same location for 90 days following the end of the extension period. The Proposed Construction Extension Fee is currently \$5,000 for the first 6-month increment and \$10,000 for each subsequent 6-month increment. The Proposed Construction Extension Fee for the total amount of time that may be allowed to begin construction (i.e., 3 years from the date of approval) is therefore \$35,000.

Opening Date Extension Fee

As described in Item 1, the license offered is for the construction of, or conversion of an existing hotel to, a System Hotel. You must complete the construction of your Property, or renovations to the existing hotel to bring it into conformity with System Hotels, and open your Property within an agreed-to time frame (e.g., two years after signing the Membership Agreement for the construction of a new System Hotel and nine months after signing the Membership Agreement for the conversion of an existing hotel to a System Hotel). If you want to request an extension of the time in which you are required to complete construction or renovations and open, you must submit a written request 30 days before the required opening date describing the status of the project and the reason for the requested extension. If we approve the extension, you must pay an extension fee ("Opening Date Extension Fee") equal to ¼ of the Entrance Fee for each 3-month increment, and we will set the new required opening date and project milestone dates. Therefore, the Opening Date Extension Fee for a 3-month extension for a 75- room Best Western System Hotel is \$13,500, of a 90-room Best Western Plus System Hotel is \$14,250, of a 120-room Best Western Premier System Hotel is \$15,750, of a 100-room @Home by Best Western System Hotel is \$14,750, of a 100-room ~~dual-brand System Hotel (e.g., Best Western Plus and @Home~~Executive Residency by Best Western) is \$~~23~~14,750, of a 100-room Vīb System Hotel is \$~~15~~4,275, of an 80-room GLō System Hotel is \$13,750, and of a 90-room Aiden System Hotel is \$14,250, ~~and of a 120-room Sadie System Hotel is \$15,750.~~

If you do not request an extension, you will not be required to pay any Opening Date Extension Fee. If your Property opens prior to the expiration of the extension, the applicable Opening Date Extension Fee may be refunded. The Opening Date Extension Fee is otherwise nonrefundable. The Opening Date Extension Fee was applied uniformly to all Members in our last fiscal year.

Distribution System Photographs ~~and Virtual Tours~~ Fee

In order to ensure System Hotels are professionally represented on our website and other systems, and meet industry standards, Members will be required to pay us a fee ranging from \$1,~~51~~50 to ~~\$28,350~~000 (“Distribution System Photographs ~~and Virtual Tours~~ Fee”) plus one room night’s accommodation for the photographer (if needed) prior to opening in exchange for having still photographs ~~and virtual tour videos (e.g., walking tours)~~ of their System Hotels taken. ~~The Distribution System Photographs and Virtual Tours Fee will include development of, and three years of hosting, the virtual tour videos.~~

Initial Training Fees

The General Manager Training Fee and Voting Representative Training Fee are in consideration of the initial training programs and brand orientation we provide to new General Managers and Voting Representatives as more fully described in Item 11. We charge \$320 to \$1,700 for the General Manager Training Fee and \$100 to \$500 for the Voting Representative Fee, which is dependent on our required coursework. Each fee is fully earned and non-refundable upon completing the applicable training program. You are responsible for all related travel and living expenses and wages incurred in connection with such training.

Property Management System (“PMS”) Fees

New System Hotels are required to use ~~either~~ the AutoClerk Cloud PMS ~~or the AutoClerk PMS~~ from our affiliate, AutoClerk, which includes the Canary Guest Management System (“GMS”). You ~~will~~may be required to pay AutoClerk an installation/implementation fee of \$995 for ~~whichever the AutoClerk Cloud PMS you choose to use.~~

BW~~HI~~ Two-Way System Installation Fee

You must pay us an installation fee of \$1,500 to install our BW~~HI~~ Two-Way system, which connects your PMS (as defined in Item 1) system with our hotel system. This fee is fully earned and payable upon our installation of the necessary components and is non-refundable under any circumstance.

Hotel Managed Security Service (“HMSS”) One-Time Installation Fee

All Members must obtain a ~~HMSS through an endorsed vendor for sending and receiving reservations. You will be required to~~ Hotel Managed Security Service (“HMSS”). The HMSS provides System Hotels with secure communications to our data centers and increased security between System Hotels and approved PMS providers. Installation of the HMSS will require that you pay us a one-time installation fee ~~ranging from that typically ranges between~~ \$2,100 ~~to and~~ \$3,500.

Range of Pre-Opening Amounts Received During Prior Fiscal Year

During our 2023~~4~~ fiscal year, some new prospective Members received a reduction of up to \$23~~0~~,000 in their Entrance Fees. We did not otherwise reduce any of the fees described above for any Member.

[Remainder of page left blank intentionally]

ITEM 6

OTHER FEES

Column 1 Type of Fee	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
General			
Annual Dues	\$2, ~~127~~ 90. ~~35~~ for 20 rooms plus: \$7 ~~36.613~~ per room for 21 to 50 rooms; \$2 ~~9.8.630~~ per room for 51 to 400 rooms; and \$2. ~~986~~ per room for 401 rooms or more.	September 15 for the following fiscal year.	Annual Dues are charged each fiscal year, payable once per year, and become nonrefundable on December 1. The Board of Directors may increase Annual Dues no more than once per fiscal year. No such annual increase shall exceed the lesser of (i) five percent (5%), or (ii) the rate of inflation of the previous year as measured by the U.S. Bureau of Labor Statistics Consumer Price Index (all items for all urban areas), unless a majority of all System Hotels vote to approve a greater increase.
Monthly Fees	3.5% or 5% of Property Room Revenue (“PRR”) as set forth in the Membership Agreement. See Remarks and Note 1.	Billed one month in arrears, payable by the 15th of each month.	For a Member that has an ownership structure consisting of Best Western hotel owners who were Members as of July 1, 2016, and who collectively have a minimum of a 50% financial ownership interest in the Member, the Monthly Fees are 3.5% of PRR.

Column 1 Type of Fee	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Advertising Assessment	\$1 ~~56.74~~ <u>39</u> per room per month.	Due and payable upon statement receipt.	The Board has the authority to increase the Advertising Assessment once each fiscal year, with no such increase exceeding the greater of (i) 2% of the prior year's assessment, or (ii) the rate of inflation for the previous year as measured by the U.S. Bureau of Labor Statistics Consumer Price Index (all items for all urban areas).

Marketing and Technology Fees	2.10% of PRR. See Note 1.	Billed one month in arrears, due and payable upon statement receipt.	See Note 1 for details on what components comprise the Marketing and Technology Fees.
Distribution Services			
Direct Connect Commissions	Varies by direct connect.	Due and payable upon statement receipt.	Payable as a pass-through commission charge for direct connect delivered reservations through negotiated brand pricing for Expedia, Booking.com, etc.
Global Distribution Systems ("GDS") Fee	\$7.90 per booking.	Due and payable monthly upon statement receipt.	Payable for reservations booked through GDS and GDS internet travel sites.
Third-Party Internet Booking Fee	\$4.60 per booking.	Due and payable monthly upon statement receipt.	Payable for reservations booked through third-party internet booking sites.
Third-Party Partner Booking Fee	\$2.00 per booking.	Due and payable monthly upon statement receipt.	Payable for reservations booked through our third-party partner.
Performance Based Marketing ("PBM")	10% of PRR for each reservation received from a digital opportunity. See Note 1.	Due and payable monthly upon statement receipt.	Commission charge for reservations which result from digital opportunity. Subject to amendment by majority vote of System Hotels.

Member Web Booking Commissions	10% of PRR for reservations from North American (N.A.) hotels. 5% of PRR for reservations from international hotels.	Billed one month in arrears. Due and payable monthly upon statement receipt.	Commission charge for reservations the Property receives from N.A. Best Western hotels and/or international hotels.
	10% of PRR for reservations to N.A. hotels. 5% of PRR for reservations to international hotels.	Credited one month in arrears.	Commission credit for reservations the Property sends to N.A. Best Western hotels and/or international hotels.
Travel Agent Commissions	Varies by travel agent and agreement.	Case by case basis. Due and payable monthly upon statement receipt.	Payable as a pass-through commission charge for travel agents that are passed on to System Hotels without mark-up.
Best Western Rewards® (“BWR®”) Fee	5.5% of PRR (2.75% of PRR for Executive Residency by Best Western and @Home by Best Western), with a BWR cost per point issued of \$0.0055. For newly enrolled Online Travel Agent (“OTA”) guests, the Property will be charged a flat fee of \$2.75 for the 500 points issued to the guest.	Billed one month in arrears. Due and payable monthly upon statement receipt.	Fee for BWR points or airline program miles issued by the Property to BWR members based on 10 points issued for each revenue dollar (5 points issued for each revenue dollar for Executive Residency by Best Western and @Home by Best Western).
BWR Enrollment Fee Rebate	For all System Hotels except for Executive Residency by Best Western and @Home by Best Western System Hotels: 5.5% of PRR for newly enrolled BWR members with valid email address, up to 5 nights stay, maximum \$500; 2.75% of PRR for newly enrolled BWR members without valid email address, up to 5 nights stay, maximum \$500. <u>\$2.75 rebate for newly enrolled OTA guests with a valid email address; \$1.38 rebate for newly enrolled OTA guests without a valid email address.</u> For all Executive Residency by Best Western and @Home by Best Western System Hotels:	Credited monthly.	Rebate of BWR fee imposed when a new BWR member is enrolled.

	2.75% of PRR for newly enrolled BWR members with valid email address, up to 5 nights stay, maximum \$500; 1.37% of PRR for newly enrolled BWR members without valid email address, up to 5 nights stay, maximum \$500. ~~\$2.75 rebate for newly enrolled OTA guests with a valid email address; \$1.38 rebate for newly enrolled OTA guests without a valid email address.~~		
Pay With Points	The credit portion for BWR® points redeemed: If 90% occupied or ~~higher~~<u>greater</u>, a credit equal to the number of points times \$0.005 times 90%. If 70% or greater but less than 90% occupied, a credit equal to the number of points times \$0.005 times 70%. If less than 70% occupied, a credit equal to the number of points times \$0.005 times 40%. The cash paid (non-points) portion of Pay with Points is collected and retained by the Property from the BWR® member guest.	Credited two months in arrears.	Credit for reservations booked using a combination of BWR points and an alternative payment method. Property retains the non-points portion of the stay, and receives a credit for the points portion.

Free Night Vouchers	If the occupancy of the ~~P~~Property is: 90% or ~~higher~~greater, a credit of 90% of the Property's Average Daily Rate ("ADR"); 70% or greater but less than 90%, a credit of 70% of the Property's ADR. Less than 70%, a credit of 40% or \$40 (whichever is greater).	Reimbursed two months in arrears.	Reimbursement for BWR free night voucher redeemed at the Property. ~~Hotel~~ Property must provide at least 10% of total rooms (a minimum of 3 rooms) and no more than 50% of total rooms for free night redemptions.
Best Western ~~Travel~~ Gift Card	Amount of ~~travel~~ gift card redeemed less 10% commission.	Credited monthly.	Credit for ~~travel~~ gift cards redeemed at the Property.
	Amount of ~~travel~~ gift cards sold or reloaded is charged; related 10% commission is credited.	Due and payable monthly upon statement receipt.	Charge for ~~travel~~ gift cards sold or reloaded at the Property. Related commission is credit to the Property.
Cooperative (Co-op) Membership Fee	Fee per room per month varies based on Co-op.	Due and payable monthly upon statement receipt.	Fee for regional Best Western Member Co-op marketing efforts. Subject to amendment by Co-op members. Co-op fees are established by majority vote of the System Hotels that are in a Co-op (which is not an entity affiliated with us). Co-op fees are billed monthly and have a fixed fee component of approximately \$100 per month and a variable fee component calculated per System Hotel of approximately \$1.50 per guest room, with many Co-ops having a variable fee component cap of 150 rooms. If a hotel is currently a participant in a Co-op, please refer to the fees currently charged by a Co-op.
BestCheque	\$0.71 per commissionable transaction.	Due and payable monthly upon statement receipt.	Fee for administering the centralized travel agent commissions program.
BestCheque Consortia Marketing Program	\$3.00 per net room night reservation booked.	Due and payable monthly upon statement receipt.	Per booking fee for reservations received from Consortia partners.
Commission Junction	10% of PRR for each reservation associated with a	Due and payable monthly upon	Commission charge for reservations which result from a

	banner ad. See Note 1.	statement receipt.	banner ad placed on a publisher's network.
AAA/CAA Official Appointment Fee	Annual fee ranging from \$440 to \$1,492, which includes a 50% discount, based on room size of hotel.	Due and payable upon statement receipt.	Annual fee for licensing rights to the AAA or CAA logo for use on promotional materials, websites and signage.
Central Bill Revenue	Central Bill reservation revenue credited monthly to your account.	Credited one month in arrears.	Credit for reservations revenue booked by tour operators and corporate accounts through the Central Bill program.
Hotel Managed Security Service ("HMSS")	One-time fee for installation of HMSS <u>typically</u> ranging from \$2,100 to \$3,500 and a monthly maintenance fee of \$130 per month, <u>per Property</u> , upon installation of HMSS.	Due and payable monthly upon statement receipt.	One-time installation fee and monthly maintenance fee, both payable to us, for HMSS, an internet based solution through a Best Western endorsed vendor for sending and receiving reservations. The HMSS provides hotels with secure communications to our data centers and increased security between hotels and approved PMS providers.
BW ~~H~~ I Two-Way Interface Maintenance Fee	One-time BW ~~H~~ I Two-Way system installation fee of \$1,500 and a monthly BW ~~H~~ I Two-Way interface maintenance fee <u>(consisting of support fee and certification fee)</u> that ranges from ~~\$410~~ to ~~\$6569~~ .	Due and payable monthly upon statement receipt.	One-time installation fee and monthly interface maintenance fee for technical and software license support of Two-Way system, which connects your PMS to our hotel system.
Property Management System ("PMS") Support <u>Fee and Guest Management System ("GMS") Support</u> Fee	~~Currently~~ , \$3.97 per guest room ~~(billed per monthly)~~ for the AutoClerk Cloud PMS ~~and (includes \$2501.45 per guest room per month (billed quarterly) for the AutoClerk-PGMS-).~~ <u>For System Hotels with a PMS waiver, a \$1.45 per room per month fee for GMS support is required.</u>	Due and payable monthly upon statement receipt.	<u>A support fee for the AutoClerk Cloud PMS which includes the GMS fee.</u> <u>System Hotels with a PMS waiver are required to pay a GMS fee.</u> ~~Payable as a support fee for the PMS. Statements are sent monthly for the AutoClerk Cloud PMS and statements are sent quarterly (on the 1st of January, April, July and~~

			~~October) for the AutoClerk-PMS. You will be required to either allow us/our affiliate to automatically debit the Property's bank account in the amount owing, or to set up automatic payments on a credit card.~~ <u>The GMS is a web-based mobile concierge service that provides communications with a guest pre-arrival, during a stay and at checkout utilizing messaging, email, and SMS text.</u>
High-Speed Internet Access ("HSIA") Advocacy Program	\$2,100 one-time program participation fee.	Due and payable upon statement receipt.	Fee for hotels to participate in the Advocacy Program to improve HSIA guest satisfaction scores ("GSS") through system improvements. <u>Required:</u> If GSS scores are below the threshold. <u>Optional:</u> If GSS scores are above the threshold.
Other Fees			
Tools For Success	\$ ~~289.59~~ <u>76</u> per month.	Due and payable monthly upon statement receipt.	Fee for online and other education and training resources provided to the Property.
Quality Re-Assessment Fee	\$5,000 plus a free room night for the inspector.	Due and payable upon statement receipt.	Payable following a failed post-opening inspection (Quality Assurance failure is score of 600-799). Multiple failures within 18 months result in a hearing.
Online Housekeeping Supervisory Training	Cost recovery fee billed annually.	Due and payable monthly upon statement receipt.	Fee for online housekeeping and supervisory training and certification program. Only billed to all Members as approved by the Board on a cost-recovery basis if the training program is updated.
Online Front Desk Training	Cost recovery fee billed annually.	Due and payable monthly upon statement receipt.	Fee for online front desk training program. Only billed to all Members as approved by the Board on a cost-recovery basis if the training program is updated.
On-Boarding Program Service and Support	\$15,000 <u>total</u> billed in 12 equal monthly installments.	Due and payable monthly upon statement receipt.	Fee for training and other on-boarding services and support provided to new <u>System</u> ~~h~~ Hotels.
Customer Care	\$75 per occurrence.	Billed one month	Fee charged if a System Hotel

Non-Response Fee		in arrears. Due and payable monthly upon statement receipt.	does not acknowledge a billing or miscellaneous file with the guest within 2 business days.
Customer Care – Per Complaint Fee Above .17	\$50 per occurrence.	Billed one month in arrears. Due and payable monthly upon statement receipt.	Fee for complaints above the permitted guest complaint ratio of .17.
Customer Care/First Contact Resolution (“FCR”)	1 – 100 Rooms First 4 Complaints: Free Complaints 5–10: \$100 Each Complaints 11+: \$250 Each 101–200 Rooms First 5 Complaints: Free Complaints 6–10: \$100 Each Complaints 11+: \$250 Each 201+ Rooms First 6 Complaints: Free Complaints 7–10: \$100 Each Complaints 11+: \$250 Each	Due and payable monthly upon statement receipt.	Fee for Customer Care agent to respond to and resolve customer service and accommodation complaints on first contact. Subject to amendment by majority vote of System Hotels.
Rate Shopping Service	Pricing varies by level of service: \$32 per month ~~and~~ <u>or</u> \$59 per month.	Due and payable monthly upon statement receipt.	Fee to provide competitor rate data necessary to effectively use the Revenue Management System we offer.
Online Travel Agency (“OTA”) Marketing Fund Assessment	\$250 annual fee per hotel.	Annual fee. Due and payable upon statement receipt.	Annual marketing fee for costs of OTA advertising and marketing.
~~Hotel-Property~~ <u>Distribution System</u> Photographs <u>Fee</u>	\$1,6150 to \$28,27000 per ~~hotelProperty~~ plus the cost of any additional photographs a hotel may choose to have taken outside the standard photography package.	Due and payable monthly upon statement receipt.	Fee for online still photographs ~~and panoramic tours~~ . <u>System</u> Hotels are required to renew their photos every three (3) years.
Room Addition Fee	\$100 fee, plus \$200 multiplied by the number of additional guest rooms you request to add.	Due if we grant consent for you to add additional guest rooms.	If you wish to add additional guest rooms after opening, you must submit an application to obtain our consent.
Annual Convention Meeting Attendance	Varies. Currently, \$885922.	Annual fee. Due and payable upon statement receipt.	Charge for one Annual Convention registration per year, whether or not attended. It shall not increase annually more than the lesser of: (1) five percent (5%)

			or (2) the rate of inflation for the previous year, as measured by the United States Bureau of Labor Statistics Consumer Price Index (all items for all urban areas).
District/Regional Meeting Attendance	Varies. Currently, \$ ~~494~~ <u>515</u> per property.	Annual fee. Due and payable upon statement receipt.	Charge for one district/regional meeting registration per year, whether or not attended. It shall not increase annually more than the lesser of (1) five percent (5%) or (2) the rate of inflation for the previous year, as measured by the United States Bureau of Labor Statistics Consumer Price Index (all items for all urban areas).
Member Market Area ("MMA") Assessment	\$150 annual fee per System Hotel.	Annual fee. Due and payable upon statement receipt.	Annual fee to cover costs of the MMA program.
Relocation Fee	\$15,000 plus \$200 per room for any increase in room count.	Upon submission of your request to relocate. \$4,000 of the relocation fee is non-refundable. The remainder is non-refundable upon execution of the Membership Agreement you must sign for the Property at the new designated location.	Fee to cover relocation of the Property to another designated location in which you own an interest.
Membership Change of Ownership Transfer Fee – (50% or more change in ownership)	One-half (1/2) the then current Entrance Fee.	Within 20 days of sale.	Once a member, Transfer Fee payable upon Change of Ownership Transfer (50% or more change in ownership).
Membership Change of Ownership Transfer Fee – (50% or more buyout of existing partner (s))	One-fourth (1/4) the then current Entrance Fee.	Within 20 days of sale.	Once a member, Transfer Fee payable upon Change of Ownership Transfer (50% or more buyout of existing partner(s)).
Change of	\$6,500	Within 20 days of	Change of Ownership Fee

Ownership Fee – Prior to Activation (minimum 25% ownership remains)		change of ownership.	required when ownership changes prior to activation on reservations systems – noting at least 25% of ownership remains.
Change of Ownership Fee – Prior to Activation (less than 25% ownership remains)	Then current Entrance Fee.	Within 20 days of change of ownership.	Change of Ownership Fee required when ownership changes prior to activation on reservations systems and less than 25% of ownership remains.
Transfer of Membership to Another Designated Property	\$15,000 plus the difference in the then current Entrance Fee if the designated ~~property~~ <u>System Hotel</u> has more rooms.	At time of request of transfer.	Fee when membership is transferred to another designated property <u>and</u> ownership does not change more than 50%.
~~Because- We Non-Compliance/Critical Care®- Training Visits~~	\$2,400 per ~~day~~ <u>visit</u> .	Due and payable upon statement receipt.	Fee for training to improve hotel performance that we determine is required or that you request.
~~Overall Experience Threshold/Non-Compliance/Critical-Care Visits Fee~~	~~\$2,4500 per day~~ <u>if placed in probation after cure period; \$500 per month for each month of continued non-compliance.</u>	Due and payable upon statement receipt.	Fee for ~~training to improve hotel performance that we determine is required or that you request~~ <u>Property's failure to improve overall experience score during a 12-month cure period.</u>
Voting Representative Brand Orientation (2 days)	\$500 per course. To audit only, \$100.	Due and payable upon statement receipt.	Required new Voting Representative brand orientation. You are responsible for all related travel and living expenses and wages incurred in connection with such training.
General Manager Professional Development Training or Leadership Training (5 days)	~~\$1,700~~ <u>\$1,500 for General Manager Professional Development Training and \$1,700 for General Manager Leadership Training.</u> To audit only, \$320.	Due and payable upon statement receipt.	Required new General Manager training. May also be required to improve ~~hotel~~ <u>Property</u> performance. You are responsible for all related travel and living expenses and wages incurred in connection with such training.
Conditional Extension Fee – Hotel Reviews	~~\$310,3000~~	Due and payable upon statement receipt.	Fee charged to poor performing hotels for extension of time to improve performance (e.g., brand standards, customer complaint ratio, brand identity, and other performance reviews).
90-Day Extension	\$3,300	Due and payable	Fee charged to poor performing

Fee		upon statement receipt.	hotels for extension of time to improve performance as granted by the Review Committee (e.g., brand standards, customer complaint ratio, brand identity, and other performance reviews).
Conditional Extension Fee – Board of Directors Review	\$10,000	Due and payable upon statement receipt.	Fee charged to poor performing hotels for extension of time to improve performance as granted by the Board (e.g., quality assurance, design, guest surveys (overall service, breakfast, ~~HSIA~~ , BWR enrollments, etc.)).
Regional Services Visit to Property	\$2,400 per day	Due and payable upon statement receipt.	Visit to ~~p~~ Property for training and assistance that we determine is required or that you request.
Specialized 2-Day Property Visit	\$2,400	Due and payable upon statement receipt.	Board mandated Regional Services (“RS”) assistance visit to improve ~~p~~ Property performance. RS visit is required for multiple low scores (scores of 800-839) within 24 months.
Design Visit to Property	\$2,650	Due and payable upon statement receipt.	Design visit to Property (e.g., to create Property Improvement Plan (“PIP”), compliance with PIP, etc.).
Pre-Hearing Administrative Fee	\$4,500	Payable prior to the hearing.	Fee if you request a Board hearing.
Membership/Status Review Administrative Fee	\$3,000	Payable prior to the Board review.	Fee if you request an administrative review in lieu of a Board review.
Default Remedies	Reimbursement of all of our expenses.	Case by case basis as incurred. Due and payable upon statement receipt.	Our expenses may include attorneys’ fees, court costs, and other expenses reasonably incurred to protect us or to remedy your default.
Indemnification	Reimbursement for all payments by us or our affiliates due to any claim, demand, tax, penalty, or judicial or administrative investigation or proceeding arising from any claimed occurrence at the Property.	Case by case basis as incurred. Due and payable upon statement receipt.	You must reimburse us for all expenses including attorneys’ fees and court costs we reasonably incur to protect us, our subsidiaries or affiliates or to remedy your defaults under the Membership Agreement. You must also defend us, our affiliates and our and their predecessors,

			successors, assigns, members, officers, directors, employees, managers, and agents.
Liquidated Damages for Unauthorized Opening	\$1,000 per day that your Property is open without authorization, plus our costs.	On demand. Due and payable upon statement receipt.	Payable if you open before we give you written authorization to open.
Liquidated Damages for Pre-Opening Premature Termination	\$2,000 for each authorized guest room.	On demand. Due and payable upon statement receipt.	Payable if we terminate the Membership Agreement before you open because you default, or because you terminate the Membership Agreement without cause; or we terminate the Membership Agreement and you enter into an agreement for or begin construction of a competing brand within 1 year after termination.
Liquidated Damages for Post-Opening Premature Termination	The lesser of: (x) 4836 months of Monthly Fees (calculated as your average Monthly Fees during the previous 12 months (but if Monthly Fees have been owed to us for less than 12 months, the average of all prior months) multiplied by 4836); or (y) Monthly Fees for the remainder of the Extended-Length Term or renewal term (calculated as your average Monthly Fees during the previous 12 months multiplied by the number of months remaining in the Extended-Length Term or renewal term).	On demand.	Payable if you resign from the Membership or we terminate the Membership Agreement.
Liquidated Damages for Post-Termination Use of Best Western Identifying Marks	15% of the average of the Property's room rates per room per day multiplied by the total number of rooms.	On demand.	Payable for each day that any Best Western Identifying Mark is used in connection with the Property, after 15 days following resignation, cancellation or termination of the Membership Agreement.
ACH Processing	\$50 per resubmission.	Due and payable	Payable if we have to resubmit an

Charge		monthly upon statement receipt.	ACH payment to the bank after an initial ACH payment is rejected for insufficient funds.
Service Charge	18% Annual Percentage Rate (“APR”).	Due and payable monthly upon statement receipt.	Service charge if you do not make any payment to us or our affiliates when due.
Statement Delivery Fee	Cost recovery fee of \$20 for mailed monthly statements and support.	Due and payable monthly upon statement receipt.	Statements are available electronically at no cost. Monthly fee if Property requests mailed paper statements and support.
Rate Parity	System Hotels that repeatedly violate rate parity <u>and our brand low-rate guarantee</u> are subject to administrative fees which range from none (i.e., written notification) to <u>up to</u> \$4,000 per violation depending on the number of violations annually.	Due and payable upon statement receipt.	Administrative fee charged to <u>System</u> ~~H~~ Hotels for rate parity violations.
Taxes	Actual amount.	On demand.	If any sales, use, gross receipts or similar tax is imposed on us for the receipt of any payments you are required to make to us under the Membership Agreement, then you must reimburse us the actual amount.
Optional Programs			
Revenue for Hire (“RFH”) Program	Per month fee based on size of the hotel: ~~\$995~~ <u>1,055</u> for 1-120 rooms \$1, ~~495~~ <u>270</u> for 121-200 rooms \$1, ~~395~~ <u>480</u> for 201+ rooms	Due and payable monthly upon statement receipt.	Fee charged to <u>System</u> ~~H~~ Hotels that participate in the optional RFH Program.
Essential Revenue Management Program	~~\$595~~ <u>613</u> per month	Due and payable monthly upon statement receipt.	Optional program fee for hotels under 70 rooms. Fee charged to hotels that participate in the Essential Revenue Management Program.

Supply and Studio Design	Varies depending on level and amount of services and support.	Due and payable upon statement receipt.	Access to supply procurement and negotiated brand pricing using the Supply Endorsed Vendor program. Interior design creation and conceptual architectural service (for exteriors) available through the Studio Design team of interior designers and architects on a contract basis.
Reservation Transfer Service (“RTS”) Program	Participating System Hotel: 3% commission per reservation booked with a cap of 3 nights of a single reservation. Non-participating System Hotel: \$5 for each call transferred.	Due and payable monthly upon statement receipt.	Optional program fee to have calls transferred from the hotel to Central Reservations. System Hotels not participating are subject to a fee per call transferred.
Revenue Services Property Visits	Pricing varies by program services.	Due and payable upon statement receipt.	Fee charged to hotels that participate in the optional Revenue Services Property Visit Program.
Regional Training	\$399	Due and payable upon statement receipt.	Fee for attending one-day of optional regional training.
Property Sales Management (“PSM”) Program	Program is included in the On-Boarding Program Service and Support for 8 months. After 8 months this is an optional program with a \$4 monthly charge of \$2,300 per System Hotel (or discount rate of \$2,100 per System Hotel for multi-property owners).	Due and payable upon statement receipt.	Payable for System Hotels that participate in the optional local sales program.
BWH MediaMax	Cost recovery of media services costs and 10% commission on net consumed revenue through the MediaMax program.	Due and payable monthly upon statement receipt.	Hotel-managed marketing platform that empowers property level marketing managers to drive additional online visibility and room night production across a variety of digital channels.
~~Runtriz Fee~~	~~\$100 per month with the option to be billed monthly, semi-annually, or annually.~~	~~Due and payable upon statement receipt.~~	~~A web-based mobile concierge service that provides communications with a guest pre-arrival, during stay and at checkout utilizing messaging.~~

NOTES

1. “Property Room Revenue” (“PRR”) means all revenues derived from the sale or rental of guest rooms (both transient and permanent) of the Property, including revenue derived from the redemption of points or rewards under the loyalty programs in which the Property participates, amounts attributable to breakfast (where the guest room rate includes breakfast), and guaranteed no-show revenue and credit transactions, whether or not collected, at the actual rates charged, less allowances for any guest room rebates and overcharges, and will not include taxes collected directly from patrons or guests. Group booking rebates, if any, paid by you or on your behalf to third-party groups for group stays must be included in, and not deducted from, the calculation of PRR.

If there is a fire or other insured casualty that results in a reduction of PRR, you will determine and pay us, from the proceeds of any business interruption or other insurance applicable to loss of revenues, an amount equal to the forecasted Monthly Fees, Advertising Assessment, and Marketing and Technology Fees, based on the PRR amounts agreed on between you and your insurance company that would have been paid to us in the absence of the insured casualty.

The Marketing and Technology Fees combine the prior Best Western Membership-approved: (i) Sales and Marketing Assessment; and (ii) Technology Assessment; and a Marketing and Technology Assessment. The following details the combination of all of these fees:

Marketing and Technology Fees	Effective Date	Description
2.10% of PRR	January 1, 2022	The sum of the Sales and Marketing assessment of 0.6% of PRR, the Technology Assessment of 0.5% of PRR and the Technology and Marketing Assessment of 1.00% of PRR

2. You must participate in all guest loyalty or frequency programs we require. You must also honor the terms of any discount or promotional programs (including any frequent guest program) that we or our affiliates offer to the public on your behalf, any room rate quoted to any guest when the guest makes an advance reservation, and any award guest certificates issued to hotel guests participating in these programs. We and our affiliates⁴⁵ other hotel brands may also participate in these programs. These programs are subject to change. You pay your share of the costs of the programs.
3. Unless otherwise indicated, all fees described in this Item 6 apply to Fiscal Year 2024⁴⁵, are payable to, and imposed by, us or our affiliates and are non-refundable. You agree to allow us to automatically debit your bank account each month in the amount owing us and you agree to electronic monthly statements. The fees listed in this Item 6 are more fully described in the Regulatory Documents.

4. All other fees, dues and assessments are subject to change by us without limitation except as noted above.

ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

NEW CONSTRUCTION – BEST WESTERN SYSTEM HOTEL (75-ROOM)

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
Impact Study Fee (1)	\$0 - \$4,000	Lump Sum	Before Commission of Impact Study	Us
Entrance Fee (2)	\$54,000 (comprised of Evaluation Fee of \$4,000 plus Affiliation Fee of \$45,000 (50 rooms or less) plus \$200 for each additional room up to 1,000 rooms)	Lump Sum	Evaluation Fee portion upon Application of Membership and Affiliation Fee portion before Board's consideration of Application of Membership	Us
Proposed Construction Extension Fee (3)	\$0 - \$35,000	Lump Sum	When Requested	Us
Opening Date Extension Fee (4)	\$0 - \$13,500	Lump Sum	When Requested	Us
Distribution System Photographs ~~and Virtual Tours~~ Fee (5)	\$1,5150 - ~~\$28,35000~~	Lump Sum	As Required	Us
Construction Work (6)	\$4,60830,000 - \$10,0500,000	As Agreed	As Agreed	Contractors
Furniture, Fixtures and Equipment (7)	\$66093,000 - \$1,155,000-000	As Agreed	As Agreed	Suppliers
Inventory and Operating Equipment (8)	\$1005,000 - \$23041,5000	As Agreed	As Agreed	Suppliers
Signage (9)	\$201,000 - \$47,25,000	As Agreed	As Agreed	Suppliers
Computer System (10)	\$116,195 - \$117,595	Cash, Check or Wire Transfer	As Required	Us and Suppliers
Insurance (11)	\$17,5,000 -	As Required	As Required	Agent/Insurer

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
	\$ ~~125,500~~			
Organizational Expense (12)	\$1,0 ~~500~~ - \$2,1 ~~000~~	As ~~Agreed~~ <u>Required</u>	As Agreed	Accountant/Attorney
Permits and Licenses (13)	\$ ~~26,25,000~~ - \$ ~~89,25,000~~	As Required	As Required	Governmental Agency
Initial Training Fees	\$420 - \$2,200	As Required	As Required	Us or our affiliates
Miscellaneous Preopening and Project Management Expenses (14 ~~5~~)	\$0 - \$ ~~78,75,000~~	As Incurred	As Agreed	Suppliers
Additional Funds (3 months) (1 ~~56~~)	\$ ~~25870,000~~ - \$ ~~27891,9000~~	As Incurred	As Arranged	Suppliers
TOTAL (16~~7~~) \$ ~~5,8516,126,015~~ to \$12,068 ~~52,6545~~				

YOUR ESTIMATED INITIAL INVESTMENT*

CONVERSION – BEST WESTERN SYSTEM HOTEL (75-ROOM)

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
Impact Study Fee (1)	\$0 - \$4,000	Lump Sum	Before Commission of Impact Study	Us
Entrance Fee (2)	\$54,000 (comprised of Evaluation Fee of \$4,000 plus Affiliation Fee of \$45,000 (50 rooms or less) plus \$200 for each additional room up to 1,000 rooms)	Lump Sum	Evaluation Fee portion upon Application of Membership and Affiliation Fee portion before Board's consideration of Application of Membership	Us
Proposed Construction Extension Fee (3)	\$0 - \$35,000	Lump Sum	When Requested	Us
Opening Date Extension Fee (4)	\$0 - \$13,500	Lump Sum	When Requested	Us

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
Distribution System Photographs ~~and Virtual Tours~~ Fee (5)	\$1, ~~51~~ 50 - ~~\$28,35~~ <u>000</u>	Lump Sum	As Required	Us
Renovation Work (6)	\$0 - \$6 ~~477,25~~ <u>000</u>	As Agreed	As Agreed	Contractors
Furniture, Fixtures and Equipment (7)	\$0 - \$8 ~~9034,50~~ <u>000</u>	As Agreed	As Agreed	Suppliers
Inventory and Operating Equipment (8)	\$10 ~~05~~ ,000 - ~~\$23041,50~~ <u>000</u>	As Agreed	As Agreed	Suppliers
Signage (9)	\$2 ~~01~~ ,000 - ~~\$47,25~~ <u>000</u>	As Agreed	As Agreed	Suppliers
Computer System (10)	\$116,195 - \$117,595	Cash, Check or Wire Transfer	As Required	Us and Suppliers
Insurance (11)	\$ ~~17,5~~ <u>000</u> - ~~\$125,50~~ <u>000</u>	As Required	As Required	Agent/Insurer
Organizational Expense (12)	\$1,0 ~~500~~ - \$2, <u>1000</u>	As ~~Agreed~~ <u>Required</u>	As Agreed	Accountant/Attorney
Permits and Licenses (13)	\$0 - \$3 ~~01,50~~ <u>000</u>	As Required	As Required	Governmental Agency
Initial Training Fees	\$420 - \$2,200	As Required	As Required	Us or our affiliates
Miscellaneous Preopening and Project Management Expenses (14 ~~5~~)	\$0 - \$ ~~78,75~~ <u>000</u>	As Incurred	As Agreed	Suppliers
Additional Funds (3 months) (15 ~~6~~)	\$2 ~~5870,90~~ <u>000</u> - ~~\$27891,90~~ <u>000</u>	As Incurred	As Arranged	Suppliers
TOTAL (16~~7~~) ~~\$56677,2165 to~~ <u>\$2,448551,6545</u>				

YOUR ESTIMATED INITIAL INVESTMENT*

NEW CONSTRUCTION – BEST WESTERN PLUS SYSTEM HOTEL (90-ROOM)

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
Impact Study Fee (1)	\$0 - \$4,000	Lump Sum	Before Commission of Impact Study	Us

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
Entrance Fee (2)	\$57,000 (comprised of Evaluation Fee of \$4,000 plus Affiliation Fee of \$45,000 (50 rooms or less) plus \$200 for each additional room up to 1,000 rooms)	Lump Sum	Evaluation Fee portion upon Application of Membership and Affiliation Fee portion before Board's consideration of Application of Membership	Us
Proposed Construction Extension Fee (3)	\$0 - \$35,000	Lump Sum	When Requested	Us
Opening Date Extension Fee (4)	\$0 - \$14,250	Lump Sum	When Requested	Us
Distribution System Photographs ~~and Virtual Tours~~ Fee (5)	\$1, ~~51~~ 50 - ~~\$28,35~~ <u>000</u>	Lump Sum	As Required	Us
Construction Work (6)	~~\$56,80~~ <u>90</u> ,000 - ~~\$13,12,50~~ <u>00</u> ,000	As Agreed	As Agreed	Contractors
Furniture, Fixtures and Equipment (7)	~~\$961,00~~ <u>8</u> ,000 - \$1,5 ~~00~~ <u>75</u> ,000	As Agreed	As Agreed	Suppliers
Inventory and Operating Equipment (8)	\$10 ~~05~~ <u>0</u> ,000 - ~~\$230~~ <u>41,50</u> ~~00~~	As Agreed	As Agreed	Suppliers
Signage (9)	\$2 ~~01~~ <u>0</u> ,000 - ~~\$47,25,00~~ <u>00</u>	As Agreed	As Agreed	Suppliers
Computer System (10)	\$116,195 - \$117,595	Cash, Check or Wire Transfer	As Required	Us and Suppliers
Insurance (11)	~~\$207,50~~ <u>00</u> - ~~\$3012,50~~ <u>00</u>	As ~~Required~~	As Required	Agent/Insurer
Organizational Expense (12)	\$1,0 ~~500~~ <u>0</u> - \$2, ~~100~~ <u>0</u>	As ~~Agreed~~ <u>Require</u> <u>d</u>	As Agreed	Accountant/Attorney
Permits and Licenses (13)	~~\$26,25,00~~ <u>00</u> - ~~\$89,25,00~~ <u>00</u>	As Required	As Required	Governmental Agency
Initial Training Fees	\$420 - \$2,200	As Required	As Required	Us or our affiliates
Miscellaneous Preopening and Project Management Expenses (14 ~~5~~)	\$0 - ~~\$78,75,00~~ <u>00</u>	As Incurred	As Agreed	Suppliers
Additional Funds	~~\$340~~ <u>57</u> ,000 -	As Incurred	As Arranged	Suppliers

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
(3 months) (1 ~~56~~)	\$3 ~~69~~ 87,450 ~~00~~			
TOTAL (1~~67~~) \$7,441,790,156 ~~65 to~~ \$15,0796,8,394 ~~5~~				

YOUR ESTIMATED INITIAL INVESTMENT*

CONVERSION – BEST WESTERN PLUS SYSTEM HOTEL (90-ROOM)

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
Impact Study Fee (1)	\$0 - \$4,000	Lump Sum	Before Commission of Impact Study	Us
Entrance Fee (2)	\$57,000 (comprised of Evaluation Fee of \$4,000 plus Affiliation Fee of \$45,000 (50 rooms or less) plus \$200 for each additional room up to 1,000 rooms)	Lump Sum, if applicable	Evaluation Fee portion upon Application of Membership and Affiliation Fee portion before Board's consideration of Application of Membership	Us
Proposed Construction Extension Fee (3)	\$0 - \$35,000	Lump Sum	When Requested	Us
Opening Date Extension Fee (4)	\$0 - \$14,250	Lump Sum	When Requested	Us
Distribution System Photographs ~~and Virtual Tours~~ -Fee (5)	\$1,5150 - ~~\$28,35000~~	Lump Sum	As Required	Us
Renovation Work (6)	\$0 - \$76800,000	As Agreed	As Agreed	Contractors
Furniture, Fixtures and Equipment (7)	\$0 - \$1,30065,000	As Agreed	As Agreed	Suppliers
Inventory and Operating Equipment (8)	\$1005,000 - ~~\$23041,5000~~	As Agreed	As Agreed	Suppliers
Signage (9)	\$201,000 - ~~\$47,25,000~~	As Agreed	As Agreed	Suppliers
Computer System (10)	\$116,195 - \$117,595	Cash, Check or Wire Transfer	As Required	Us and Suppliers

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
Insurance (11)	~~\$207,500~~ - ~~\$3012,500~~	As ~~r~~ Required	As Required	Agent/Insurer
Organizational Expense (12)	\$1,0 ~~500~~ - \$2, ~~1000~~	As ~~Agreed~~ Required	As Agreed	Accountant/Attorney
Permits and Licenses (13)	\$0 - \$30 ~~1,500~~	As Required	As Required	Governmental Agency
Initial Training Fees	\$420 - \$2,200	As Required	As Required	Us or our affiliates
Miscellaneous Preopening and Project Management Expenses (14 ~~5~~)	\$0 - \$78,75, ~~000~~	As Incurred	As Agreed	Suppliers
Additional Funds (3 months) (1 ~~56~~)	\$340 ~~57~~ ,000 - \$369 ~~87~~ ,450 ~~00~~	As Incurred	As Arranged	Suppliers
TOTAL (16~~7~~) \$6566,3165 ~~to~~ \$3,20734,3095				

YOUR ESTIMATED INITIAL INVESTMENT*

NEW CONSTRUCTION – BEST WESTERN PREMIER SYSTEM HOTEL (120-ROOM)

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
Impact Study Fee (1)	\$0 - \$4,000	Lump Sum	Before Commission of Impact Study	Us
Entrance Fee (2)	\$63,000 (comprised of Evaluation Fee of \$4,000 plus Affiliation Fee of \$45,000 (50 rooms or less) plus \$200 for each additional room up to 1,000 rooms)	Lump Sum, if applicable	Evaluation Fee portion upon Application of Membership and Affiliation Fee portion before Board's consideration of Application of Membership	Us
Proposed Construction Extension Fee (3)	\$0 - \$35,000	Lump Sum	When Requested	Us
Opening Date Extension Fee (4)	\$0 - \$15,750	Lump Sum	When Requested	Us

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
Distribution System Photographs ~~and Virtual-Tours~~ Fee (5)	\$1,5150 - ~~\$28,35000~~	Lump Sum	As Required	Us
Construction Work (6)	\$123,900545,000 - ~~\$26,25,000,000~~	As Agreed	As Agreed	Contractors
Furniture, Fixtures and Equipment (7)	\$2,300415,000 - ~~\$4,37250,000~~	As Agreed	As Agreed	Suppliers
Inventory and Operating Equipment (8)	\$2010,000 - ~~\$367,50,000~~	As Agreed	As Agreed	Suppliers
Signage (9)	\$201,000 - ~~\$47,25,000~~	As Agreed	As Agreed	Suppliers
Computer System (10)	\$152,595 - \$153,995	Cash, Check or Wire Transfer	As Required	Us and Suppliers
Insurance (11)	~~\$307,5000~~ - ~~\$12,50,000~~	As Required	As Required	Agent/Insurer
Organizational Expense (12)	\$1,0500 - \$2,1000	As Agreed ~~Require~~	As Agreed	Accountant/Attorney
Permits and Licenses (13)	~~\$52,50,000~~ - ~~\$183,75,000~~	As Required	As Required	Governmental Agency
Initial Training Fees	\$420 - \$2,200	As Required	As Required	Us or our affiliates
Miscellaneous Preopening and Project Management Expenses (145)	~~\$26,25,000~~ - ~~\$78,75,000~~	As Incurred	As Agreed	Suppliers
Additional Funds (3 months) (156)	~~\$47699,8000~~ - ~~\$5144,9,5000~~	As Incurred	As Arranged	Suppliers
TOTAL (167) \$16,995,219,565 ~~to~~ \$30,842,2493,745				

YOUR ESTIMATED INITIAL INVESTMENT*

CONVERSION – BEST WESTERN PREMIER SYSTEM HOTEL (120-ROOM)

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
Impact Study Fee (1)	\$0 - \$4,000	Lump Sum	Before Commission of Impact Study	Us

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
Entrance Fee (2)	\$63,000 (comprised of Evaluation Fee of \$4,000 plus Affiliation Fee of \$45,000 (50 rooms or less) plus \$200 for each additional room up to 1,000 rooms)	Lump Sum, if applicable	Evaluation Fee portion upon Application of Membership and Affiliation Fee portion before Board's consideration of Application of Membership	Us
Proposed Construction Extension Fee (3)	\$0 - \$35,000	Lump Sum	When Requested	Us
Opening Date Extension Fee (4)	\$0 - \$15,750	Lump Sum	When Requested	Us
Distribution System Photographs ~~and Virtual Tours~~ Fee (5)	\$1,5150 - ~~\$28,35000~~	Lump Sum	As Required	Us
Renovation Work (6)	\$0 - \$2,62500,000	As Agreed	As Agreed	Contractors
Furniture, Fixtures and Equipment (7)	\$0 - \$3,412,50,000	As Agreed	As Agreed	Suppliers
Inventory and Operating Equipment (8)	\$2010,000 - ~~\$367,50,000~~	As Agreed	As Agreed	Suppliers
Signage (9)	\$201,000 - ~~\$47,25,000~~	As Agreed	As Agreed	Suppliers
Computer System (10)	\$152,595 - \$153,995	Cash, Check or Wire Transfer	As Required	Us and Suppliers
Insurance (11)	~~\$307,5000~~ - ~~\$12,50,000~~	As Required	As Required	Agent/Insurer
Organizational Expense (12)	\$1,0500 - \$2,1000	As ~~Agreed~~ <u>Required</u>	As Agreed	Accountant/Attorney
Permits and Licenses (13)	\$0 - \$603,000	As Required	As Required	Governmental Agency
Initial Training Fees	\$420 - \$2,200	As Required	As Required	Us or our affiliates
Miscellaneous Preopening and Project Management Expenses (145)	\$0 - \$78,75,000	As Incurred	As Agreed	Suppliers
Additional Funds (3 months) (156)	~~\$47699,8000~~ - ~~\$5144,9,5000~~	As Incurred	As Arranged	Suppliers
TOTAL (167)				

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be made
\$9,445,561.5 to \$7,127,435.2495				

YOUR ESTIMATED INITIAL INVESTMENT

NEW CONSTRUCTION – @HOME BY BEST WESTERN SYSTEM HOTEL (100-ROOM)

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be made
Impact Study Fee (1)	\$0 - \$4,000	Lump Sum	Before Commission of Impact Study	Us
Entrance Fee (2)	\$59,000 (comprised of Evaluation Fee of \$4,000 plus Affiliation Fee of \$45,000 (50 rooms or less) plus \$200 for each additional room up to 1,000 rooms)	Lump Sum, if applicable	Evaluation Fee portion upon Application of Membership and Affiliation Fee portion before Board's consideration of Application of Membership	Us
Proposed Construction Extension Fee (3)	\$0 - \$35,000	Lump Sum	When Requested	Us
Opening Date Extension Fee (4)	\$0 - \$14,750	Lump Sum	When Requested	Us
Distribution System Photographs and Virtual Tours Fee (5)	\$1,515 - \$28,350	Lump Sum	As Required	Us
Construction Work (6)	\$67,074.7 - \$134,590.5	As Agreed	As Agreed	Contractors
Furniture, Fixtures and Equipment (7)	\$1,837,500 - \$3,412,500	As Agreed	As Agreed	Suppliers
Inventory and Operating Equipment (8)	\$100,000 - \$230,415	As Agreed	As Agreed	Suppliers
Signage (9)	\$201,000 - \$47,250	As Agreed	As Agreed	Suppliers
Computer System (10)	\$116,195 - \$117,595	Cash, Check or Wire Transfer	As Required	Us and Suppliers

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
Insurance (11)	~~\$207,500~~ - ~~\$3012,500~~	As Required	As Required	Agent/Insurer
Organizational Expense (12)	\$1,0 ~~50~~ - \$2,1 ~~00~~	As ~~Agreed~~ <u>Required</u>	As Agreed	Accountant/Attorney
Permits and Licenses (13)	~~\$26,25,00~~ - ~~\$89,25,00~~	As Required	As Required	Governmental Agency
Initial Training Fees	\$420 - \$2,200	As Required	As Required	Us or our affiliates
Miscellaneous Preopening and Project Management Expenses (14 ~~5~~)	\$0 - \$ ~~78,75,00~~	As Incurred	As Agreed	Suppliers
Additional Funds (3 months) (1 ~~5~~ ~~6~~)	~~\$37896,900~~ - ~~\$4029,4500~~	As Incurred	As Arranged	Suppliers
TOTAL (1<del>6</del>~~7~~) ~~\$9,211648,1965~~ to ~~\$19,148,260,8945~~				

YOUR ESTIMATED INITIAL INVESTMENT*

CONVERSION – @HOME BY BEST WESTERN SYSTEM HOTEL (100-ROOM)

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
Impact Study Fee (1)	\$0 - \$4,000	Lump Sum	Before Commission of Impact Study	Us
Entrance Fee (2)	\$59,000 (comprised of Evaluation Fee of \$4,000 plus Affiliation Fee of \$45,000 (50 rooms or less) plus \$200 for each additional room up to 1,000 rooms)	Lump Sum, if applicable	Evaluation Fee portion upon Application of Membership and Affiliation Fee portion before Board's consideration of Application of Membership	Us
Proposed Construction Extension Fee (3)	\$0 - \$35,000	Lump Sum	When Requested	Us

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
Opening Date Extension Fee (4)	\$0 - \$14,750	Lump Sum	When Requested	Us
Distribution System Photographs ~~and Virtual Tours~~ Fee (5)	\$1, ~~5150~~ - ~~\$28,35000~~	Lump Sum	As Required	Us
Renovation Work (6)	\$0 - \$1,3 ~~0065~~ ,000	As Agreed	As Agreed	Contractors
Furniture, Fixtures and Equipment (7)	\$0 - \$2, ~~60730~~ ,000	As Agreed	As Agreed	Suppliers
Inventory and Operating Equipment (8)	\$100,000 - \$230,000	As Agreed	As Agreed	Suppliers
Signage (9)	\$20,000 - \$45,000	As Agreed	As Agreed	Suppliers
Computer System (10)	\$116,195 - \$117,595	Cash, Check or Wire Transfer	As required	Us and Suppliers
Insurance (11)	~~\$207,5000~~ - ~~\$3012,5000~~	As Required	As Required	Agent/Insurer
Organizational Expense (12)	\$1,0 ~~500~~ - \$2, ~~1000~~	As ~~Agreed~~ <u>Required</u>	As Agreed	Accountant/Attorney
Permits and Licenses (13)	\$0 - ~~\$301,5000~~	As Required	As Required	Governmental Agency
Initial Training Fees	\$420 - \$2,200	As Required	As Required	Us or our affiliates
Miscellaneous Preopening and Project Management Expenses (14 ~~5~~)	\$0 - ~~\$78,75,000~~	As Incurred	As Agreed	Suppliers
Additional Funds (3 months) (1 ~~56~~)	~~\$37896,9000~~ - ~~\$4029,45000~~	As Incurred	As Arranged	Suppliers
TOTAL (1~~67~~) ~~\$696702,2165 to-~~ ~~\$5,164,98455,895~~				

YOUR ESTIMATED INITIAL INVESTMENT*

NEW CONSTRUCTION – EXECUTIVE RESIDENCY BY BEST WESTERN ~~DUAL BRAND~~ SYSTEM HOTEL (100-ROOM)

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
Impact Study Fee (1)	\$0 - \$4,000	Lump Sum	Before	Us

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
			Commission of Impact Study	
Entrance Fee (2)	\$ ~~59~~ 4,000 (comprised of Evaluation Fee of \$4,000 plus Affiliation Fee of \$ ~~90~~ 45,000 (~~15~~ 00 rooms or less) plus \$ ~~92~~ 00 for each additional room <u>up to 1,000 rooms</u>)	Lump Sum, if applicable	Evaluation Fee portion upon Application of Membership and Affiliation Fee portion before Board's consideration of Application of Membership	Us
Proposed Construction Extension Fee (3)	\$0 - \$35,000	Lump Sum	When Requested	Us
Opening Date Extension Fee (4)	\$0 - \$ ~~23~~ 14,750 ~~0~~	Lump Sum	When Requested	Us
Distribution System Photographs ~~and Virtual Tours~~ Fee (5)	\$1, ~~51~~ 50 - \$ ~~28~~ ,350 ~~00~~	Lump Sum	As Required	Us
Construction Work (6)	\$ ~~67~~ ,40 ~~07~~ 7,000 - \$1 ~~34~~ ,59 ~~00~~ 5,000	As Agreed	As Agreed	Contractors
Furniture, Fixtures and Equipment (7)	\$1, ~~48~~ 37,500,000 - \$ ~~3~~ ,412,500,000	As Agreed	As Agreed	Suppliers
Inventory and Operating Equipment (8)	\$10 ~~05~~ ,000 - \$ ~~23~~ 041,500 ~~0~~	As Agreed	As Agreed	Suppliers
Signage (9)	\$ ~~40~~ 21,000 - \$ ~~90~~ 47,250 ~~00~~	As Agreed	As Agreed	Suppliers
Computer System (10)	\$11 ~~76~~ ,7195 - \$11 ~~97~~ ,1595	Cash, Check or Wire Transfer	As Required	Us and Suppliers
Insurance (11)	\$ ~~20~~ 7,500 ~~0~~ - \$ ~~30~~ 12,500 ~~0~~	As Required	As Required	Agent/Insurer
Organizational Expense (12)	\$1,0 ~~50~~ 0 - \$2, ~~100~~ 0	As ~~Agreed~~ <u>Required</u>	As Agreed	Accountant/Attorney
Permits and Licenses (13)	\$ ~~26~~ ,25,000 - \$ ~~89~~ ,25,000	As Required	As Required	Governmental Agency
Initial Training Fees	\$420 - \$2,200	As Required	As Required	Us or our affiliates
Miscellaneous Preopening and Project Management Expenses (14 ~~5~~)	\$0 - \$ ~~78~~ ,75,000	As Incurred	As Agreed	Suppliers

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
Additional Funds (3 months) (156)	\$37896,9000 - \$4029,45000	As Incurred	As Arranged	Suppliers
TOTAL (167) \$9,648,577,7965 to- \$179,60148,2845				

YOUR ESTIMATED INITIAL INVESTMENT*

CONVERSION – EXECUTIVE RESIDENCY BY BEST WESTERN ~~DUAL-BRAND~~-SYSTEM HOTEL (100-ROOM)

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
Impact Study Fee (1)	\$0 - \$4,000	Lump Sum	Before Commission of Impact Study	Us
Entrance Fee (2)	\$594,000 (comprised of Evaluation Fee of \$4,000 plus Affiliation Fee of \$9045,000 (1500 rooms or less) plus \$9200 for each additional room up to 1,000 rooms)	Lump Sum, if applicable	Evaluation Fee portion upon Application of Membership and Affiliation Fee portion before Board's consideration of Application of Membership	Us
Proposed Construction Extension Fee (3)	\$0 - \$35,000	Lump Sum	When Requested	Us
Opening Date Extension Fee (4)	\$0 - \$2314,7500	Lump Sum	When Requested	Us
Distribution System Photographs and Virtual Tours Fee (5)	\$1,5150 - \$28,35000	Lump Sum	As Required	Us
Renovation Work (6)	\$0 - \$1,200365,000	As Agreed	As Agreed	Contractors
Furniture, Fixtures and Equipment (7)	\$0 - \$12,85730,000	As Agreed	As Agreed	Suppliers
Inventory and	\$1005,000 -	As	As Agreed	Suppliers

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
Operating Equipment (8)	\$2 ~~30~~ <u>41</u> , ~~500~~ <u>00</u>	Agreed		
Signage (9)	\$ ~~40~~ <u>21</u> ,000 - \$ ~~90~~ <u>47</u> , ~~250~~ <u>00</u>	As Agreed	As Agreed	Suppliers
Computer System (10)	\$11 ~~76~~ , ~~71~~ <u>95</u> - \$11 ~~97~~ , ~~45~~ <u>95</u>	Cash, Check or Wire Transfer	As Required	Us and Suppliers
Insurance (11)	\$ ~~20~~ <u>7</u> , ~~500~~ <u>00</u> - \$ ~~30~~ <u>12</u> , ~~500~~ <u>00</u>	As Required	As Required	Agent/Insurer
Organizational Expense (12)	\$1,0 ~~50~~ <u>0</u> - \$2, ~~100~~ <u>0</u>	As Agreed	As Agreed	Accountant/Attorney
Permits and Licenses (13)	\$0 - \$3 ~~01~~ , ~~500~~ <u>00</u>	As Required	As Required	Governmental Agency
Initial Training Fees	\$420 - \$2,200	As Required	As Required	Us or our affiliates
Miscellaneous Preopening and Project Management Expenses (1 ~~4~~ <u>5</u>)	\$0 - \$ ~~78~~ , ~~75~~ <u>00</u>	As Incurred	As Agreed	Suppliers
Additional Funds (3 months) (1 ~~5~~ <u>6</u>)	\$3 ~~78~~ <u>96</u> , ~~900~~ <u>00</u> - \$4 ~~02~~ <u>9</u> , ~~45~~ <u>00</u>	As Incurred	As Arranged	Suppliers
TOTAL (1~~6~~<u>7</u>) \$7 ~~52~~ <u>08</u> , ~~76~~ <u>21</u> ~~5~~ to \$4 ~~5~~ , ~~178~~ , ~~596~~ , ~~245~~				

YOUR ESTIMATED INITIAL INVESTMENT

NEW CONSTRUCTION – Vib SYSTEM HOTEL (100-ROOM)

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
Impact Study Fee (1)	\$0 - \$4,000	Lump Sum	Before Commission of Impact Study	Us
Entrance Fee (2)	~~\$61,590,000~~ (comprised of Evaluation Fee of \$4,000 plus Affiliation Fee of \$45,000 (50 rooms or less) plus \$200 for each additional room up to 1,000 rooms)	Lump Sum, if applicable	Evaluation Fee portion upon Application of Membership and Affiliation Fee portion before Board's consideration of Application of Membership	Us
Proposed Construction Extension Fee (3)	\$0 - \$35,000	Lump Sum	When Requested	Us
Opening Date Extension Fee (4)	\$0 - \$15,250	Lump Sum	When Requested	Us
Distribution System Photographs ~~and Virtual-Tours~~ Fee (5)	~~\$1,515 - \$28,350~~	Lump Sum	As Required	Us
Construction Work (6)	~~\$13,300,965,000 - \$1920,212,50,000~~	As Agreed	As Agreed	Contractors
Furniture, Fixtures and Equipment (7)	~~\$1,809,000 - \$3,412,50,000~~	As Agreed	As Agreed	Suppliers
Inventory and Operating Equipment (8)	~~\$201,000 - \$367,50,000~~	As Agreed	As Agreed	Suppliers
Signage (9)	~~\$301,500 - \$603,000~~	As Agreed	As Agreed	Suppliers
Computer System (10)	\$151,395-\$152,795	Cash, Check or Wire Transfer	As Required	Us and Suppliers
Insurance (11)	~~\$27,5,000 - \$4012,5000~~	As Required	As Required	Agent/Insurer
Organizational Expense (12)	~~\$1,0500 - \$2,1000~~	As ~~Agreed~~ <u>Required</u>	As Agreed	Accountant/Attorney
Permits and Licenses (13)	~~\$52,50,000 - \$183,75,000~~	As Required	As Required	Governmental Agency

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
Initial Training Fees	\$420 - \$2,200	As Required	As Required	Us or our affiliates
Miscellaneous Preopening and Project Management Expenses (145)	\$0 - ~~\$78,75,000~~	As Incurred	As Agreed	Suppliers
Additional Funds (3 months) (156)	~~\$43657,8000~~ - ~~\$476500,000~~	As Incurred	As Arranged	Suppliers
TOTAL (167) \$16,056827,3615 ~~to~~ \$235,950817,595				

YOUR ESTIMATED INITIAL INVESTMENT*

CONVERSION – Vib SYSTEM HOTEL (100-ROOM)

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
Impact Study Fee (1)	\$0 - \$4,000	Lump Sum	Before Commission of Impact Study	Us
Entrance Fee (2)	~~\$6159,000~~ (comprised of Evaluation Fee of \$4,000 plus Affiliation Fee of \$45,000 (50 rooms or less) plus \$200 for each additional room up to 1,000 rooms)	Lump Sum, if applicable	Evaluation Fee portion upon Application of Membership and Affiliation Fee portion before Board's consideration of Application of Membership	Us
Proposed Construction Extension Fee (3)	\$0 - \$35,000	Lump Sum	When Requested	Us
Opening Date Extension Fee (4)	\$0 - \$15,250	Lump Sum	When Requested	Us
Distribution System Photographs ~~and Virtual-Tours~~ Fee (5)	~~\$1,5150~~ - ~~\$28,35000~~	Lump Sum	As Required	Us
Renovation Work (6)	~~\$1005,000~~ - ~~\$1,8090,000~~	As Agreed	As Agreed	Contractors
Furniture, Fixtures and	~~\$6030,000~~ -	As Agreed	As Agreed	Suppliers

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
Equipment (7)	\$1,50075,000			
Inventory and Operating Equipment (8)	\$2010,000 - \$367,50,000	As Agreed	As Agreed	Suppliers
Signage (9)	\$301,5000 - \$603,000	As Agreed	As Agreed	Suppliers
Computer System (10)	\$151,395-\$152,795	Cash, Check or Wire Transfer	As required	Us and Suppliers
Insurance (11)	\$27,5,000 - \$4012,5000	As Required	As Required	Agent/Insurer
Organizational Expense (12)	\$1,0500 - \$2,1000	As AgreedRequired	As Agreed	Accountant/Attorney
Permits and Licenses (13)	\$0 - \$603,000	As Required	As Required	Governmental Agency
Initial Training Fees	\$420 - \$2,200	As Required	As Required	Us or our affiliates
Miscellaneous Preopening and Project Management Expenses (145)	\$0 - \$78,75,000	As Incurred	As Agreed	Suppliers
Additional Funds (3 months) (156)	\$43657,8000 - \$476500,000	As Incurred	As Arranged	Suppliers
TOTAL (167) \$1,60654,36815 to \$4,635828,5095				

YOUR ESTIMATED INITIAL INVESTMENT

NEW CONSTRUCTION – GLō SYSTEM HOTEL (80-ROOM)

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
Impact Study Fee (1)	\$0 - \$4,000	Lump Sum	Before Commission of Impact Study	Us
Entrance Fee (2)	\$55,000 (comprised of Evaluation Fee of \$4,000 plus Affiliation Fee of \$45,000 (50 rooms or less) plus \$200 for each additional room up to 1,000 rooms)	Lump Sum, if applicable	Evaluation Fee portion upon Application of Membership and Affiliation Fee portion before Board's consideration of Application of Membership	Us
Proposed Construction Extension Fee (3)	\$0 - \$35,000	Lump Sum	When Requested	Us
Opening Date Extension Fee (4)	\$0 - \$13,750	Lump Sum	When Requested	Us
Distribution System Photographs ~~and Virtual-Tours~~ Fee (5)	\$1, ~~5150~~ - ~~\$28,35000~~	Lump Sum	As Required	Us
Construction Work (6)	\$5, ~~77500~~ ,000 - ~~\$101,6182,50,000~~	As Agreed	As Agreed	Contractors
Furniture, Fixtures and Equipment (7)	\$1,00 ~~50~~ ,000 - ~~\$1,2168,000,000~~	As Agreed	As Agreed	Suppliers
Inventory and Operating Equipment (8)	\$100 ~~5~~ ,000 - ~~\$23041,5000~~	As Agreed	As Agreed	Suppliers
Signage (9)	\$30 ~~1,5000~~ - ~~\$603,000~~	As Agreed	As Agreed	Suppliers
Computer System (10)	\$151,395-\$152,795	Cash, Check or Wire Transfer	As Required	Us and Suppliers
Insurance (11)	\$ ~~17,5,000~~ - ~~\$125,5000~~	As Required	As Required	Agent/Insurer
Organizational Expense (12)	\$1,0 ~~500~~ - \$2, ~~1000~~	As ~~Agreed~~ <u>Required</u>	As Agreed	Accountant/Attorney
Permits and Licenses	\$ ~~26,25,000~~ -	As Required	As Required	Governmental

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
(13)	\$8 ~~9,25,000~~			Agency
Initial Training Fees	\$420 - \$2,200	As Required	As Required	Us or our affiliates
Miscellaneous Preopening and Project Management Expenses (145)	\$0 - \$78,75,000	As Incurred	As Agreed	Suppliers
Additional Funds (3 months) (156)	\$3 ~~0217,1000~~ - \$3 ~~2743,35000~~	As Incurred	As Arranged	Suppliers
TOTAL (167) \$7,18521,365 ~~to~~ \$123,879501,0695				

YOUR ESTIMATED INITIAL INVESTMENT*

CONVERSION – GLō SYSTEM HOTEL (80-ROOM)

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
Impact Study Fee (1)	\$0 - \$4,000	Lump Sum	Before Commission of Impact Study	Us
Entrance Fee (2)	\$55,000 (comprised of Evaluation Fee of \$4,000 plus Affiliation Fee of \$45,000 (50 rooms or less) plus \$200 for each additional room up to 1,000 rooms)	Lump Sum, if applicable	Evaluation Fee portion upon Application of Membership and Affiliation Fee portion before Board's consideration of Application of Membership	Us
Proposed Construction Extension Fee (3)	\$0 - \$35,000	Lump Sum	When Requested	Us
Opening Date Extension Fee (4)	\$0 - \$13,750	Lump Sum	When Requested	Us
Distribution System Photographs ~~and Virtual Tours~~ Fee (5)	\$1,5150 - \$28,35000	Lump Sum	As Required	Us
Renovation Work (6)	\$1005,000 - \$1,312,50,000	As Agreed	As Agreed	Contractors

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
Furniture, Fixtures and Equipment (7)	\$ ~~470~~ <u>93</u> ,500 - \$1, ~~120~~ <u>7</u> ,50,000	As Agreed	As Agreed	Suppliers
Inventory and Operating Equipment (8)	\$10 <u>5</u> ,000 - \$2 <u>30</u> <u>41</u> ,5000	As Agreed	As Agreed	Suppliers
Signage (9)	\$3 <u>01</u> ,5000 - \$6 <u>03</u> ,000	As Agreed	As Agreed	Suppliers
Computer System (10)	\$151,395-\$152,795	Cash, Check or Wire Transfer	As Required	Us and Suppliers
Insurance (11)	\$ ~~17~~ <u>5</u> ,000 - \$ ~~12~~ <u>5</u> ,5000	As Required	As Required	Agent/Insurer
Organizational Expense (12)	\$1,0 <u>500</u> - \$2, <u>1000</u>	As Agreed <u>Require d</u>	As Agreed	Accountant/Attorney
Permits and Licenses (13)	\$0 - \$3 <u>01</u> ,5000	As Required	As Required	Governmental Agency
Initial Training Fees	\$420 - \$2,200	As Required	As Required	Us or our affiliates
Miscellaneous Preopening and Project Management Expenses (14 <u>5</u>)	\$0 - \$ ~~78~~ <u>75</u> ,000	As Incurred	As Agreed	Suppliers
Additional Funds (3 months) (1 <u>56</u>)	\$3 <u>02</u> <u>17</u> ,1000 - \$3 <u>27</u> <u>43</u> ,35000	As Incurred	As Arranged	Suppliers
TOTAL (1<u>67</u>) \$1,2 <u>26</u> <u>8</u> ,3 <u>61</u> <u>5</u> ~~to~~ - \$ <u>3</u> ,5 <u>63</u> ,4 <u>14</u> ,095				

YOUR ESTIMATED INITIAL INVESTMENT

NEW CONSTRUCTION – AIDEN SYSTEM HOTEL (90-ROOM)

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
Impact Study Fee (1)	\$0 - \$4,000	Lump Sum	Before Commission of Impact Study	Us
Entrance Fee (2)	\$57,000 (comprised of Evaluation Fee of \$4,000 plus	Lump Sum	Evaluation Fee portion upon Application of Membership	Us

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
	Affiliation Fee of \$45,000 (50 rooms or less) plus \$200 for each additional room up to 1,000 rooms)		and Affiliation Fee portion before Board's consideration of Application of Membership	
Proposed Construction Extension Fee (3)	\$0 - \$35,000	Lump Sum	When Requested	Us
Opening Date Extension Fee (4)	\$0 - \$14,250	Lump Sum	When Requested	Us
Distribution System Photographs ~~and Virtual-Tours~~ Fee (5)	\$1, ~~5~~ <u>1</u> 50 - ~~\$28,350~~ <u>00</u>	Lump Sum	As Required	Us
Construction Work (6)	\$8, ~~4~~ <u>0</u> 0,000 - ~~\$101,618~~ <u>2,50,000</u>	As Agreed	As Agreed	Contractors
Furniture, Fixtures and Equipment (7)	~~\$91,023,75,000~~ - ~~\$1,300~~ <u>65,000</u>	As Agreed	As Agreed	Suppliers
Inventory and Operating Equipment (8)	\$15 ~~0~~ <u>7,500</u> - ~~\$280~~ <u>94,000</u>	As Agreed	As Agreed	Suppliers
Signage (9)	\$2 ~~0~~ <u>1,000</u> - ~~\$52,50,000~~	As Agreed	As Agreed	Suppliers
Computer System (10)	\$151,395 - \$152,795	Cash, Check or Wire Transfer	As Required	Us and Suppliers
Insurance (11)	~~\$207,500~~ - ~~\$3012,500~~	As ~~R~~ <u>Required</u>	As Required	Agent/Insurer
Organizational Expense (12)	\$1,0 ~~500~~ - \$2, ~~1000~~	As ~~Agreed~~ <u>Required</u>	As Agreed	Accountant/Attorney
Permits and Licenses (13)	\$26,25, ~~000~~ - ~~\$89,25,000~~	As Required	As Required	Governmental Agency
Initial Training Fees	\$420 - \$2,200	As Required	As Required	Us or our affiliates
<u>Management Company (14)</u>	<u>\$24,000 - \$36,000</u>	<u>As Required</u>	<u>As Required</u>	<u>Management Company</u>
Miscellaneous Preopening and Project Management Expenses (14 ~~5~~)	\$0 - \$ ~~78,75,000~~	As Incurred	As Agreed	Suppliers
Additional Funds (3 months) (1 ~~5~~ <u>6</u>)	\$3 ~~40~~ <u>57,000</u> - ~~\$369~~ <u>87,450</u>	As Incurred	As Arranged	Suppliers
TOTAL (1~~6~~<u>7</u>) ~~\$9,741,365 to~~ <u>\$10,228,015</u> - \$13, ~~108~~ <u>773,52</u> 95				

YOUR ESTIMATED INITIAL INVESTMENT*

CONVERSION – AIDEN SYSTEM HOTEL (90-ROOM)

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
Impact Study Fee (1)	\$0 - \$4,000	Lump Sum	Before Commission of Impact Study	Us
Entrance Fee (2)	\$57,000 (comprised of Evaluation Fee of \$4,000 plus Affiliation Fee of \$45,000 (50 rooms or less) plus \$200 for each additional room up to 1,000 rooms)	Lump Sum, if applicable	Evaluation Fee portion upon Application of Membership and Affiliation Fee portion before Board's consideration of Application of Membership	Us
Proposed Construction Extension Fee (3)	\$0 - \$35,000	Lump Sum	When Requested	Us
Opening Date Extension Fee (4)	\$0 - \$14,250	Lump Sum	When Requested	Us
Distribution System Photographs ~~and Virtual-Tours~~ Fee (5)	\$1,5150 - ~~\$28,35000~~	Lump Sum	As Required	Us
Renovation Work (6)	\$0 - \$8040,000	As Agreed	As Agreed	Contractors
Furniture, Fixtures and Equipment (7)	\$0 - \$1,312,50,000	As Agreed	As Agreed	Suppliers
Inventory and Operating Equipment (8)	\$1507,5000 - ~~\$28094,000~~	As Agreed	As Agreed	Suppliers
Signage (9)	\$201,000 - ~~\$52,50,000~~	As Agreed	As Agreed	Suppliers
Computer System (10)	\$151,395 - \$152,795	Cash, Check or Wire Transfer	As Required	Us and Suppliers
Insurance (11)	~~\$207,5000 - \$3012,5000~~	As ~~r~~ Required	As Required	Agent/Insurer
Organizational Expense (12)	\$1,0500 - \$2,1000	As ~~Agreed~~ Required	As Agreed	Accountant/Attorney
Permits and Licenses (13)	\$0 - \$301,5000	As Required	As Required	Governmental Agency

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
Initial Training Fees	\$420 - \$2,200	As Required	As Required	Us or our affiliates
~~Miscellaneous- Preopening and Project Management Expenses~~ <u>Company</u> (14)	~~\$0~~ <u>\$24,000</u> - ~~\$75~~ <u>\$36</u> ,000	As ~~Incurring~~ <u>Agreed</u> <u>d</u>	As Agreed	~~Suppliers~~ <u>Managem</u> <u>ent Company</u>
~~Additional Funds- (3 months) (15)~~	~~\$340,000— \$369,000~~	~~As Incurred~~	~~As Arranged~~	~~Suppliers~~
~~TOTAL (16)~~ ~~\$741,365 to \$3,153,595~~				

YOUR ESTIMATED INITIAL INVESTMENT
NEW CONSTRUCTION — SADIE SYSTEM HOTEL (120 ROOM)

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
~~Impact Study Fee (1)~~	~~\$0—\$4,000~~	~~Lump Sum~~	~~Before- Commission of Impact Study~~	~~Us~~
~~Entrance Fee (2)~~	~~\$63,000- (comprised of Evaluation Fee of \$4,000 plus Affiliation Fee of \$45,000 (50- rooms or less)- plus \$200 for each additional room up to 1,000- rooms)~~	~~Lump Sum, if applicable~~	~~Evaluation Fee- portion—upon Application of Membership- and Affiliation- Fee—portion- before Board's consideration- of Application of Membership~~	~~Us~~
~~Proposed Construction- Extension Fee (3)~~	~~\$0—\$35,000~~	~~Lump Sum~~	~~When- Requested~~	~~Us~~
~~Opening ——— Date- Extension Fee (4)~~	~~\$0—\$15,750~~	~~Lump Sum~~	~~When- Requested~~	~~Us~~
~~Distribution — System- Photographs ——— and Virtual Tours Fee (5)~~	~~\$1,550—\$2,350~~	~~Lump Sum~~	~~As Required~~	~~Us~~
~~Construction Work (6)~~	~~\$15,400,000— \$24,300,000~~	~~As Agreed~~	~~As Agreed~~	~~Contractors~~
~~Furniture, Fixtures and Equipment (7)~~	~~\$2,300,000— \$4,300,000~~	~~As Agreed~~	~~As Agreed~~	~~Suppliers~~

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
~~Inventory and Operating Equipment (8)~~	~~\$250,000—\$400,000~~	~~As Agreed~~	~~As Agreed~~	~~Suppliers~~
~~Signage (9)~~	~~\$20,000—\$50,000~~	~~As Agreed~~	~~As Agreed~~	~~Suppliers~~
~~Computer System (10)~~	~~\$151,395-\$152,795~~	~~Cash, Check or Wire Transfer~~	~~As Required~~	~~Us and Suppliers~~
~~Insurance (11)~~	~~\$30,000—\$50,000~~	~~As Required~~	~~As Required~~	~~Agent/Insurer~~
~~Organizational Expense (12)~~	~~\$1,000—\$2,000~~	~~As Agreed~~	~~As Agreed~~	~~Accountant/Attorney~~
~~Permits and Licenses (13)~~	~~\$50,000—\$175,000~~	~~As Required~~	~~As Required~~	~~Governmental Agency~~
~~Initial Training Fees~~	~~\$420—\$2,200~~	~~As Required~~	~~As Required~~	~~Us or our affiliates~~
~~Miscellaneous Preopening and Project Management Expenses (14)~~	~~\$25,000—\$75,000~~	~~As Incurred~~	~~As Agreed~~	~~Suppliers~~
~~Additional Funds (3 months) (15)~~	~~\$476,000—\$519,000~~	~~As Incurred~~	~~As Arranged~~	~~Suppliers~~
~~TOTAL (16)~~ ~~\$18,768,365 to \$30,146,095~~				

~~YOUR ESTIMATED INITIAL INVESTMENT*~~

~~CONVERSION—SADIE SYSTEM HOTEL (120 ROOM)~~

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
~~Impact Study Fee (1)~~	~~\$0—\$4,000~~	~~Lump Sum~~	~~Before Commission of Impact Study~~	~~Us~~
~~Entrance Fee (2) <u>Miscellaneous Preopening and Project Management Expenses (15)</u>~~	~~\$63,000 (comprised of Evaluation Fee of \$0 - \$478,750 plus Affiliation Fee of \$45,000 (50 rooms or less) plus \$200 for each additional~~	~~Lump Sum, if applicable <u>As Incurred</u>~~	~~Evaluation Fee portion upon Application of Membership and Affiliation Fee portion before Board's consideration of Application~~	~~Us <u>Suppliers</u>~~

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
	room up to 1,000 rooms)		of Membership <u>As Agreed</u>	
~~Proposed Construction Extension Fee (3)~~	~~\$0 – \$35,000~~	~~Lump Sum~~	~~When Requested~~	~~Us~~
~~Opening ——— Date Extension Fee (4)~~	~~\$0 – \$15,750~~	~~Lump Sum~~	~~When Requested~~	~~Us~~
~~Distribution — System Photographs ——— and Virtual Tours Fee (5)~~	~~\$1,550 – \$2,350~~	~~Lump Sum~~	~~As Required~~	~~Us~~
~~Renovation Work (6)~~	~~\$0 – \$2,450,000~~	~~As Agreed~~	~~As Agreed~~	~~Contractors~~
~~Furniture, Fixtures and Equipment (7)~~	~~\$0 – \$3,100,000~~	~~As Agreed~~	~~As Agreed~~	~~Suppliers~~
~~Inventory ——— and Operating Equipment (8)~~	~~\$250,000 – \$400,000~~	~~As Agreed~~	~~As Agreed~~	~~Suppliers~~
~~Signage (9)~~	~~\$20,000 – \$50,000~~	~~As Agreed~~	~~As Agreed~~	~~Suppliers~~
~~Computer System (10)~~	~~\$151,395 – \$152,795~~	~~Cash, Check or Wire Transfer~~	~~As Required~~	~~Us and Suppliers~~
~~Insurance (11)~~	~~\$30,000 – \$50,000~~	~~As Required~~	~~As Required~~	~~Agent/Insurer~~
~~Organizational Expense (12)~~	~~\$1,000 – \$2,000~~	~~As Agreed~~	~~As Agreed~~	~~Accountant/Attorney~~
~~Permits and Licenses (13)~~	~~\$0 – \$60,000~~	~~As Required~~	~~As Required~~	~~Governmental Agency~~
~~Initial Training Fees~~	~~\$420 – \$2,200~~	~~As Required~~	~~As Required~~	~~Us or our affiliates~~
~~Miscellaneous Preopening and Project Management Expenses (14)~~	~~\$25,000 – \$75,000~~	~~As Incurred~~	~~As Agreed~~	~~Suppliers~~
Additional Funds (3 months) (156)	\$ ~~435~~ 76,000 - \$ ~~519,000~~ <u>387,450</u>	As Incurred	As Arranged	Suppliers
TOTAL (167) \$ <u>1778,018,365</u> to \$ <u>63,981,320</u> <u>9,545</u>				

Explanatory Notes

* All amounts listed in the above tables are non-refundable, unless stated otherwise below. All estimates are based on our and our affiliates' 70+ years of experience. The estimates in the above tables are for the new construction of, and conversion of an existing hotel to, a Best Western, Best Western Plus, Best Western Premier, @Home by Best Western, ~~dual brand (e.g., Best Western Plus and @Home Executive Residency~~ by Best Western), Vīb, GLō, ~~and Aiden and Sadie~~ System Hotel, as applicable. The costs in the above tables are only estimates, and the actual costs may vary substantially depending on the type, condition, age, physical structure and quality of furnishing of the existing hotel and the building construction, material and labor costs applicable to the geographic area in which the hotel is located. You are encouraged to independently investigate, before executing the Membership Agreement, the actual costs.

1. New prospective Members may, by paying us an Impact Study Fee of \$4,000, contribute funds for our commissioning an impact study. All new prospective Members must complete an Application for Membership. If a new prospective Member's Application for Membership is presented to the Board by the Application Deadline and the Application for Membership is approved, the Impact Study Fee will be credited toward the Affiliation Fee. If a new prospective Member's Application for Membership is presented to the Board by the Application Deadline and the Application for Membership is not approved, the entire Affiliation Fee (including the \$4,000 Impact Study Fee) will be refunded. If a new prospective Member's Application for Membership is not presented to the Board by the Application Deadline due to the actions of the prospective Member, or the Application for Membership is approved by the Board but the prospective Member does not accept the conditions of approval, the \$4,000 Impact Study Fee will not be refunded.

- ~~2.~~ All prospective Members must complete an Application for Membership for a hotel and pay a \$4,000 Evaluation Fee and an Affiliation Fee, the amount of which will depend on the number of rooms at the Property ~~and whether the property is a single or dual brand~~. Please note, if you are a new Member purchasing your Membership from an existing Member, you will be charged a transfer fee in lieu of an Entrance Fee, which will equal 50% of our then current Entrance Fee. If a prospective Member's Application for Membership is either (i) presented to the Board by the Application Deadline and the Application for Membership is not approved or (ii) not presented to the Board by the Application Deadline due to the actions of the prospective Member, the entire Affiliation Fee will be refunded. The Affiliation Fee otherwise becomes non-refundable at the time of signing the Membership Agreement. The Affiliation Fee is ~~as follows:~~

~~Single Brand:~~ \$45,000 (50 rooms or less), plus \$200 for each additional room up to a maximum of 1,000 rooms.

~~Dual Brand: \$90,000 (100 rooms or less), plus \$900 for each additional room.~~

3. An applicant granted approval for a System Hotel proposed for construction must begin construction within 12 months from the date of approval, or may apply for extensions of time to begin construction if the applicant makes a request for extension that satisfies certain requirements and pays a Proposed Construction Extension Fee. Extensions may be granted in 6-month increments and the total amount of time that may be allowed to begin construction is 3 years from the date of approval. The Proposed Construction Extension Fee is \$5,000 for the first 6-month increment and \$10,000 for each subsequent 6-month increment. The Proposed

Construction Extension Fee represented in each of the tables above is for an extension of 2 years beyond the initial 12 months you have to begin construction (i.e., \$35,000).

4. You must complete the construction of your Property, or renovations to the existing hotel to bring it into conformity with System Hotels, and open your Property within an agreed-to time frame (e.g., two years after signing the Membership Agreement for the construction of a new System Hotel and nine months after signing the Membership Agreement for the conversion of an existing hotel to a System Hotel). If you request and we approve an extension, you must pay an Opening Date Extension Fee equal to $\frac{1}{4}$ of the Entrance Fee for each 3-month increment. If your Property opens prior to the expiration of the extension, the applicable Opening Date Extension Fee will be refunded. The Opening Date Extension Fee is otherwise nonrefundable. The Opening Date Extension Fee represented in each of the tables above is for an extension of 3 months.
5. In order to ensure System Hotels are professionally represented on our website and other systems, Members will be required to pay us a Distribution System Photographs ~~and Virtual Tours~~ Fee of \$1,550 to ~~\$28,350~~ prior to opening in exchange for having still photographs ~~and virtual tour videos (e.g., walking tours)~~ of their System Hotels taken. ~~The Distribution System Photographs and Virtual Tours Fee will include development of, and three years of hosting, the virtual tour videos.~~ You must also pay for one room night's accommodation for the photographer (if needed).
6. If your hotel will be new construction, you will have to incur construction work costs to build the Property so that is in conformity with the requirements specified in the Regulatory Documents. If your license is for the conversion of an existing hotel to a hotel, depending on the type, condition, age and physical structure of the existing hotel, you may or may not have to incur renovation work costs to bring the existing hotel into conformity with the requirements specified in the Regulatory Documents. Construction or renovation costs, as applicable, will vary significantly and the amounts in the above table are just estimates.
7. If your hotel will be new construction, you will have to incur costs to furnish and equip the Property in conformity with the requirements specified in the Regulatory Documents. If your hotel will be converted from an existing hotel to a hotel operating under the Best Western Identifying Marks, depending on the type, condition, age and quality of furnishing of the existing hotel, you may or may not have to incur costs to furnish and equip the existing property in conformity with the requirements specified in the Regulatory Documents. These costs will vary significantly and the amounts in the above table are just estimates.
8. "Inventory" includes food and beverages and other immediately consumable items such as fuel, soap, cleansing material, and similar items. "Operating equipment" includes such items as plates, cups, glasses, and uniforms. Although the estimated initial investment for inventory and operating equipment may vary significantly depending upon the Best Western Identifying Marks under which the Property operates, the number of rooms at the Property, occupancy and other similar factors, we anticipate the initial investment for inventory and operating equipment will equal roughly 8% to 10% of guest room revenue. The estimated ranges are for inventory and operating equipment for three months of operations. The below estimates are for illustrative purposes only.
 - The estimated range in the Best Western tables was calculated for a Best Western System Hotel with 75 rooms and revenue per available room ("RevPAR") of \$64.

- The estimated range in the Best Western Plus tables was calculated for a Best Western Plus System Hotel with 80 rooms and RevPAR of \$75.
- The estimated range in the Best Western Premier tables was calculated for a Best Western Premier System Hotel with 120 rooms and RevPAR of \$85.
- The estimated range in the @Home by Best Western tables was calculated for an @Home by Best Western System Hotel with 100 rooms and RevPAR of \$75.
- The estimated range in the ~~dual-brand~~Executive Residency by Best Western tables was calculated for ~~a dual-brand~~Executive Residency by Best Western System Hotel with 100 rooms and RevPAR of \$75.
- The estimated range in Vīb tables was calculated for a Vīb System Hotel with 100 rooms and RevPAR of \$85.
- The estimated range in GLō tables was calculated for a GLō System Hotel with 80 rooms and RevPAR of \$75.
- The estimated range in Aiden tables was calculated for an Aiden System Hotel with 90 rooms and RevPAR of \$80.
- ~~The estimated range in Sadie tables was calculated for a Sadie System Hotel with 120 rooms and RevPAR of \$85.~~

9. For a new construction System Hotel, you must obtain on-premises signage and off-premises signage (e.g., highway billboards). For the conversion of an existing hotel to a System Hotel, you must change the existing hotel's on-premises signage, off-premises signage (e.g., highway billboards) and alter operating supplies and equipment, including brochures and paper items, to replace any existing brand names with the applicable Best Western Identifying Marks. Your signs must be purchased from a supplier we approve (see Item 8).

Signs include freestanding signs and primary identification for the building. The cost of signage for the Property depends on location, type, quantity and sizes of exterior signs. The estimates include installation, freight, foundation and wiring. You must install, display, and maintain signage displaying or containing the applicable Best Western Identifying Marks and other distinguishing characteristics in accordance with plans, specifications and standards we establish for existing hotels.

10. The "Computer System" and the cost breakdown for each component is more fully described in Item 11.
11. You must maintain the minimum levels and types of insurance specified in the Regulatory Documents at your expense. This insurance must be with insurers having minimum ratings we specify; name as additional insureds the parties we specify in the Regulatory Documents; and carry the endorsements and notice requirements we specify in the Regulatory Documents. Insurance premiums vary widely by reason of location, size of hotel and type of coverage

purchased. The amounts disclosed in the above tables represent the cost of the annual premium for three months.

12. Actual cost depends on work done by an accountant and attorney, and standard regional rates.
13. The licenses and permits you must obtain to operate the Property vary depending on the state, county or other political subdivision in which the Property is located and the size of the Property. The low end of the ranges in the tables for the conversion of an existing hotel to a System Hotel presumes the hotel was open and operating as a hotel immediately prior to converting to a System Hotel and will not have permit and license fees. This range includes licensing or permits that will be necessary for the Property to offer food and alcoholic beverages. The price and related costs of obtaining an alcohol permit may vary substantially by jurisdiction, especially in those jurisdictions that consider a liquor license to be an asset.
14. Aiden System Hotels are required to hire a management company that meets our then-current Standards and is approved by us to operate the Property. We may reject a proposed management company if we determine that it is unwilling or unable to comply with all requirements under our then-current Standards. The estimate in the table above represents the estimated management company fees for 3 months, assuming a 90-room Aiden System Hotel, 65% occupancy, and a nightly room rate of \$140 per room.
15. ~~14.~~ You will incur pre-activation expenses for salaries and wages; personnel training; sales; administrative and general expenses; project management; technical services; advertising; and, opening festivities.
16. ~~15.~~ The additional funds estimated for operating the Property for the initial 3-month period (e.g., working capital for staff salaries and operating expenses) will vary materially by geographic location, taxes (e.g., federal, state and local) size of your land and Property, age of the Property, your Property room count, seasonality, number and size of your common areas, whether you have meeting rooms and/or a conference center, food service offered (e.g., restaurant), amenities offered, labor costs, health benefits costs, utility costs, insurance costs, and the relative effectiveness of you and your staff. The estimates do not include debt service or lease costs. The estimates are not a warranty as to your actual operating costs which you best can determine.
17. ~~16.~~ You should review these estimated figures carefully with a business advisor before deciding to acquire the license. We and our affiliates do not offer financing directly or indirectly for any part of the initial investment. The availability and terms of financing depend on many factors, including the availability of financing generally, your creditworthiness and collateral, and lending policies of financial institutions from which you request a loan.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

We issue standards, specifications, requirements, criteria, and policies for use by Members in developing and operating System Hotels, and modifications of those standards and specifications, in the Regulatory Documents. In order to maintain the integrity, image uniformity and public reputation of System Hotels, you are required to comply with all of our standards and specifications. Among other things, the standards and specifications in the Regulatory Documents may regulate the types, models, and

brands of products and services the Property uses; required and authorized products and services that the Property must offer to customers and quality standards for those products and services; and designated and approved suppliers of these items and services. We may require you to purchase products or services from us or another supplier we designate and/or with our prior approval and/or according to our specifications. Unless otherwise noted below, neither we nor any affiliate is an approved supplier or the sole supplier of any product or service.

You are currently required to purchase from approved suppliers initial and, from time to time, additional and/or replacement: (i) signage from suppliers we designate and other signage from approved suppliers who meet our criteria, (ii) linens, terry products, and bath amenities (e.g., soaps, shampoos, conditioners and lotions) from designated or approved suppliers, ~~and~~ (iii) *ICare*® items (e.g., UV wands and blacklights) from approved suppliers, and (iv) our approved rate shopping service and rate optimization software subscription program.

You are currently required to license the System's PMS (currently AutoClerk Cloud PMS ~~or AutoClerk PMS~~) from our affiliate, AutoClerk. When you obtain the required PMS, you will also receive the GMS. The GMS provides a full-suite guest management system for System Hotels. The GMS includes pre-registration, dynamic upsells, guest messaging, digital compendium and mobile check-out. The GMS enables hoteliers to increase revenue, boost staff efficiency and maximize guest satisfaction. If the Property has a waiver from the requirement to use the System's required PMS, you must still obtain the GMS and pay all associated fees.

In order to license the PMS from AutoClerk, you will be required to enter into a Software as a Service Agreement in the form attached as ~~Exhibit K-1 (if you choose to use the AutoClerk Cloud PMS) or an End User License in the form attached as Exhibit K-2 (if you choose to use the AutoClerk PMS).~~. You are also currently required to purchase Lodging Link, a product offered by Control Corporation that provides connectivity and integration of the PMS into other guest and hotel service systems (e.g. Call Accounting, PBX, in-room entertainment, Key Card, etc.). We are the only approved supplier and licensor of the BWI Two-Way connect software, which connects your PMS software system to our hotel software system. We are also the only approved supplier of distribution system photographs ~~and virtual tours~~ that must be taken of the Property and certain other distribution services disclosed in Item 6. We, AutoClerk and Control Corporation are the only approved suppliers of certain PMS-related installation, maintenance and licensing, and you will be required to make payments to us/AutoClerk for those services.

Aiden System Hotels are required to hire a management company that meets our then-current Standards and is approved by us to operate the Property. We may reject a proposed management company if we determine that it is unwilling or unable to comply with all requirements under our then-current Standards.

Except as described above, you currently may purchase all other products and services from any source of distribution as long as the product or service meets the requirements in the Regulatory Documents. We may enter into exclusive purchasing arrangements for particular products or services and to require that you purchase products or services from approved suppliers or distributors in the future.

You must maintain, at your own expense, the insurance coverage that we periodically require. You currently must have commercial general liability insurance, automobile liability insurance (for

owned, non-owned, and hired automobiles), cyber security insurance, and statutory workers' compensation insurance, each in the amount set forth in the Regulatory Documents, currently as follows:

- Commercial General Liability: ~~\$1M~~6M General/Excess/Umbrella. We strongly recommend that Aassault and battery, abuse and molestation, and human trafficking liability coverage not be limited or excluded. ~~e~~Exposure to carbon monoxide may not be excluded and may not be limited to amounts less than the ~~\$1M~~6M.
- Automobile Liability: \$1M coverage for owned, hired and non-owned automobiles.
- Cyber Security Liability: \$1M
- Worker's Compensation: As required by law.

All required insurance must be with insurers having the minimum ratings we specify, name as additional insureds the parties we specify in the Regulatory Documents (to include us), and carry the endorsements and notice requirements we specify in the Regulatory Documents. Upon request, you shall provide us with certificates and such other documents that we request evidencing that you have obtained insurance policies that comply with the then-current insurance requirements set forth in the Regulatory Documents.

If you would like to purchase any items you are required to purchase from approved suppliers from any supplier or distributor we have not yet approved, you must submit to us a written request for approval of the proposed supplier or distributor. We have the right to inspect a proposed supplier's or distributor's facilities, and to require product samples from the proposed supplier or distributor to be delivered at our option either directly to us or to any independent, certified laboratory which we designate for testing. We may charge you or the supplier a reasonable fee for the evaluation, or require the supplier to participate in a brand marketing or rebate program, and will decide within a reasonable time (no more than 120 days). We have no obligation to approve any new supplier you propose. We may periodically re-inspect the facilities and products of any approved supplier or distributor and to revoke our approval if the supplier or distributor does not continue to meet any of our criteria.

Approval of a supplier or distributor may be conditioned on requirements relating to product quality and reviews, prices, consistency, reliability, financial capability, industry reviews, labor relations, client relations, frequency of delivery, concentration of purchases, standards of service, including prompt attention to complaints, willingness to participate in brand marketing or rebate programs, or other criteria and may be temporary, pending our continued evaluation of the supplier or distributor at any time and from time to time. We will make available our then current criteria to you, as necessary, upon request if we are asked to evaluate and approve a new supplier, item, or service.

Advertising Materials. You must obtain our approval before conducting any significant marketing and promotion activities, including before using any Internet sites or posting any content to those Internet sites.

Property Development. The specifications and layout of the Property must conform to our policies and the policies in the Regulatory Documents. You may not change the specifications and layout of the Property without our prior written approval, except if changes are requested by a competent federal or state authority.

There is currently no supplier in which one of our officers owns an interest.

Our affiliate, AutoClerk, received approximately \$633,479.75~~922,719~~ in revenue during 20234 from selling what were then optional items to Members. Neither we nor any other affiliates received any revenue or other material consideration during 20234 from selling required items to Members, but we and they may do so in the future. Designated suppliers did, however, make payments (i.e., commissions and rebates) to us in 20234 in connection with required and discretionary purchases by Members and our and our affiliates' licensees and franchisees operating under other hotel brands (collectively referred to as "BW Hotel Operators"). We generally receive a margin of approximately ~~8.7.8~~8.7.8% from furniture, fixtures and equipment suppliers and commissions of ~~2.93~~2.93% from direct order suppliers (i.e., suppliers of hotel operational items such as guest room amenities, linens, etc.) based on purchases made by BW Hotel Operators. During fiscal year 20234, we received total revenue of \$5~~6380~~6380 million and we received \$~~54.86~~54.86 million, or ~~1-0.8~~1-0.8% of our total revenue, from vendors (i.e., rebates) in connection with purchases by BW Hotel Operators. All such funds were used for the administration of the supply program.

We or an affiliate provide access to a procurement service. There are not currently any other purchasing or distribution cooperatives. We currently negotiate purchase arrangements with suppliers (including price terms). We do not provide material benefits to Members based on their purchase of particular products or services or use of particular suppliers.

Collectively, the purchases and leases described above are approximately 75% - 85% of your overall purchases and leases in establishing a System Hotel and approximately 40% - 50% of your overall purchases and leases in operating a hotel operating under the Best Western Identifying Marks.

ITEM 9

FRANCHISEE'S OBLIGATIONS

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

OBLIGATION	SECTION IN MEMBERSHIP AGREEMENT AND REGULATORY DOCUMENTS	DISCLOSURE DOCUMENT ITEM
a. Site selection and acquisition/lease	Not applicable	Items 7, 8 and 12
b. Pre-opening purchases/leases	G; Rules and Regulations Chapters III, IX and X; the Manual; Design Guidelines for New Construction and Conversion Properties	Items 5, 7, 8 and 11
c. Site development and other pre-opening requirements	Not applicable	Items 5, 7, 8 and 11
d. Initial and ongoing training	Rules and Regulations 500.11, 500.12, 500.31, 500.55, 500.56, 500.58; Rules and Regulations Section "Member Approved	Items 5, 6, 7, 11 and 15

OBLIGATION	SECTION IN MEMBERSHIP AGREEMENT AND REGULATORY DOCUMENTS	DISCLOSURE DOCUMENT ITEM
	Ballots”	
e. Opening	G; Rules and Regulations Chapters III, IX and X; Brand Identity Manual; Design Guidelines for New Construction and Conversion Properties	Items 7 and 11
f. Fees	A(2), C, F(3), F(4), F(5) and F(6); Bylaws Article I and Article II Section 5 and Section 6; Rules and Regulations 200.4(F) , 500.35 , 500.50 , 500.53 , and 500.54 ; and Rules and Regulations Section “Member Approved Ballots”	Items 5, 6, and 7
g. Compliance with standards and policies/operating manual	Introductory paragraph, A(1), D, E, G, M(1) and P; Bylaws Article II Section 8; Rules and Regulations Chapters III, V, VI, VII, VIII, IX, X, XII and XIII	Items 8 and 11
h. Trademarks and proprietary information	D, F, G, and N; Rules and Regulations Chapter III	Items 13 and 14
i. Restrictions on products/services offered	Rules and Regulations 400.4 and 500.29; Rules and Regulations Chapter X; and Rules and Regulations Section “Member Approved Ballots”	Items 8, 11, 12, and 16
j. Warranty and customer service requirements	Rules and Regulations 500.24 - 500.27, 500.35, 500.43, 500.53 and 500.54; Rules and Regulations Section “Member Approved Ballots”	Items 8, 12, and 16
k. Territorial development and sales quotas	Not applicable	Item 12
l. Ongoing product/service purchases	G(1); Rules and Regulations Chapters IX and X; the Manual	Items 6 and 8
m. Maintenance, appearance, and remodeling requirements	Rules and Regulations Chapters V – X	Items 8, 11, 16, and 17
n. Insurance	Rules and Regulations 500.14	Items 7 and 8
o. Advertising	Rules and Regulations Chapters III and IV; Rules and Regulations Section “Member Approved Ballots”	Items 6, 8 and 11
p. Indemnification	N; Rules and Regulations 500.14	Item 6
q. Owner’s participation/management/staffing	Rules and Regulations 500.11, 500.12, 500.31 and 500.58	Items 11 and 15
r. Records and reports	Rules and Regulations Section “Member	Not Applicable

OBLIGATION	SECTION IN MEMBERSHIP AGREEMENT AND REGULATORY DOCUMENTS	DISCLOSURE DOCUMENT ITEM
	Approved Ballots”	
s. Inspections and audits	Rules and Regulations 500.15 – 500.20; Rules and Regulations Chapter XI	Items 8 and 11
t. Transfer	B (3); Bylaws Article II Sections 4 and 7 (C)	Item 17
u. Renewal	B (2); Bylaws Article II Sections 2 (B) and 5	Items 17
v. Post-termination obligations	F; Rules and Regulations 300.6	Item 17
w. Non-competition covenants	Bylaws Article II Sections 2 (C), 2(D) and 3	Items 15 and 17
x. Dispute resolution	Q	Item 17
y. Other. Guaranty of Member’s obligations	K	Item 15

ITEM 10

FINANCING

We and our affiliates do not offer direct or indirect financing. Neither we nor our affiliates will guarantee your note, lease, or obligation.

ITEM 11

FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

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

Before you begin operating the Property, we (or our parent, affiliate, or designee) will:

1. Issue to you or make available a copy of the Manuals. The Manuals are confidential. References to the Manuals include the “Standards”, which include all standards, specifications, requirements, criteria, and policies that have been and are in the future developed and compiled by us in our sole business judgment for use by System Hotels in connection with the design, construction, renovation, refurbishment, appearance, equipping, furnishing, supplying, opening, operating, maintaining, marketing, services, service levels, quality, and quality assurance of System Hotels, including the Property, and for Hotel advertising and accounting, whether in the Manual or in the Membership Agreement or other written communication. The Board may adopt and implement programs and requirements to (i) provide regular maintenance of System Hotels, (ii) maintain a fresh and high quality appearance of System Hotels, (iii) conform to design, appearance, or operating criteria for System Hotels, and (iv) refurbish and renovate System Hotels, to help ensure that each System Hotel offers the public fresh and high quality

accommodations that are competitive with other lodging available to the public and are current with lodging industry trends. For purposes of Best Western Rule 500.21, such programs are individually and collectively referred to as “Refurbishment Programs.” Any Refurbishment Program adopted by the Board or Best Western Members is applicable to all Members, and shall include requirements for specific brands. Any Refurbishment Program adopted by the Board shall, prior to implementation, be submitted to the Members for their vote and approval, in accordance with the Bylaws, if (i) the cost of required item(s) is more than ~~US~~\$150 per room, per Member Property if purchased through Best Western Supply (the “Expenditure Limitation”), or (ii) the Board should reasonably expect that most Member Properties will need to hire a “trade person” to install the item(s). With regard to any such System Hotel vote, an affirmative vote of a majority of the votes cast shall result in passage of the matter proposed, provided at least 33 1/3% of all System Hotels vote in favor of the proposal. The current table of contents of the Manuals is attached as Exhibit F. The Manuals contain ~~343~~272 total pages.

2. Review designs and/or plans for constructing/renovating and furnishing the System Hotel, and grant or deny approval, which may be conditioned on your architect or other certified professional certifying to us that the designs and/or plans comply with all laws related to accessibility/accommodations/facilities for those with disabilities. You may not start construction/renovations until you receive our approval. Once we have issued our approval, you may not make any changes to the designs and/or plans without our advance consent (Rules and Regulations 500.22).
3. Furnish you with a reservation service (Membership Agreement, Section G).
4. As discussed in Item 8, you are required to comply with the Standards and specifications as detailed in the Manual. Among other things, the Standards may regulate the designated and approved suppliers of equipment, signs, fixtures, inventory and supplies you are required to use. While we do not currently provide, deliver or install any of these items directly, we may do so in the future. We also make available to you for use in the Property various purchase, lease, or other arrangements with respect to exterior signs, operating equipment, operating supplies and furnishings, which we may have and which we make available to other System Hotels (Membership Agreement, Section A).
5. Specify ongoing required and optional training programs on providing accommodations and related services. You must pay a fee for these programs and the training materials. You must also pay for all costs incurred in connection with training (Rules and Regulations 500.11, 500.12, 500.31, 500.55, 500.56, 500.58; Rules and Regulations Section “Member Approved Ballots”).

During your operation of the Property, we (or our parent, affiliate, or designee) will:

1. Use commercially reasonable efforts to market the Property on our reservation service and any loyalty programs associated with the System Hotels. We will also include the Property, or cause the Property to be included, when applicable, in advertising of System Hotels and in marketing programs offered by us, subject to and in accordance with our general practice for System Hotels.

2. Continue to furnish you access to the reservation service so long as you are in full compliance with the material obligations set forth in the Regulatory Documents, including all standards set forth in the Manual. (Member's Bill of Rights Section 12).
3. Offer consultation services and advice in areas such as operations, facilities, and marketing. We may establish fees in advance, or on a project-by-project basis, for any consultation service or advice you request, such as revenue management and sales support. You will be entitled to such services upon request and payment of any applicable fees.
4. Administer a quality assurance program for System Hotels that may include conducting periodic inspections and audits (at least once every 12 months upon at least 24 hours' notice) of the Property to ensure compliance with our operating standards. (Rules and Regulations 500.15 – 500.20).

Marketing, Sales and Technology

Advertising Assessment. We will use your Advertising Assessment to pay for various programs, including (i) advertising, promotions, publicity, public relations, market research, loyalty programs and other marketing programs for the benefit of BW Hotel Operators (defined in Item 8), and (ii) administrative costs and overhead related to the administration or direction of these projects and programs and other such services as we may determine from time to time. Currently, the Advertising Assessment is \$156.7439 per room per month.

Marketing and Technology Fees. We will use your Marketing and Technology Fees to pay for various programs, including (i) advertising, promotions, publicity, public relations, market research, loyalty programs and other marketing programs for the benefit of BW Hotel Operators, (ii) administrative costs and overhead related to the administration or direction of these projects and programs, (iii) investments in Best Western's internal technology platform and assets; and (iv) other such services as we may determine from time to time related to sales and marketing. The Marketing and Technology Fees are payable monthly at 2.10% of PRR.

We will have the sole right to determine how and when we spend these funds, including sole control over the creative concepts, materials and media used in the programs, the placement and allocation of advertising, the selection of promotional programs, and the development of reservations systems. We may enter into, modify or terminate arrangements for development, marketing, operations, administrative, technical and support functions, facilities, programs, services and/or personnel with any other entity, including any of our affiliates or a third party. We will not use the Monthly Advertising Assessment or the Marketing and Technology Fees to solicit new Memberships (other than the development and maintenance of our website and its developers' pages).

The Advertising Assessment and the Marketing and Technology Fees may be, together with marketing fees paid by other BW Hotel Operators, spent for the benefit of System Hotels and other BW Hotel Operators, and they will not be used to exclusively promote or benefit the Best Western Identifying Marks or any one System Hotel or market. We will have no obligation in administering any activities paid for with the Monthly Advertising Assessment and the Monthly Sales and Marketing Fees to make expenditures for you that are equivalent or proportionate to your payments or to ensure that the Property benefits directly or proportionately from such expenditures.

We may create any programs and allocate monies derived from the Advertising Assessment and

the Marketing and Technology Fees to any regions or localities, as we consider appropriate in our sole business judgment. The aggregate of the Advertising Assessment and the Marketing and Technology Fees paid to us by System Hotels does not constitute a trust and we are not a fiduciary with respect to the Advertising Assessments and the Marketing and Technology Fees paid by you and other System Hotels.

We are not obligated to expend funds in excess of the amounts received from System Hotels. If any interest is earned on unused Advertising Assessments and Marketing and Technology Fees, we will use the interest before using the principal. The Advertising Assessment and the Marketing and Technology Fees do not cover your costs of participating in any optional marketing programs and promotions offered by us in which you voluntarily choose to participate. The Advertising Assessment and the Marketing and Technology Fees also do not cover the cost of operating the Property in accordance with the Standards. There are no reimbursements or other funds to which you are entitled from unused Advertising Assessments or Marketing and Technology Fees.

The amount of Advertising Assessment and the Marketing and Technology Fees collected and spent currently is not audited. Members may obtain an accounting of the collection and expenditure of Advertising Assessment and the Marketing and Technology Fees by contacting us at Best Western International, Inc., Attention: Treasurer, 6201 N. 24th Parkway, Phoenix, AZ 85016. During the 2023~~4~~⁵ fiscal year, Advertising Assessments, Marketing and Technology Fees collected from System Hotels and the marketing fees collected from other BW Hotel Operators were collectively spent in the following approximate amounts: 5~~4~~⁰% on advertising and media placement, production and other associated expenses, 9~~1~~²% on promotions for seasonal marketing, trade shows and other associated expenses and 40~~3~~⁸% on internal technology platforms, assets, disaster recovery and security.

There is currently a Sales Advisory Committee (SAC), a Marketing Advisory Committee (MAC) and a Reservations Technology Advisory Committee (ResTech) composed of current Members that provide advice on sales, marketing and technology matters. SAC and ResTech each have 7 participants. MAC has 14 participants. These committees serve in an advisory capacity and generally meet twice per year.

There are regional advertising cooperatives defined by region in which you are required to participate. Your advertising cooperative fees are established by majority vote of the System Hotels that are in your advertising cooperative (which is not an entity that is affiliated with us). Advertising cooperative fees are billed monthly. An example of a typical advertising cooperative fee structure includes a fixed fee component of approximately \$100 per month and a variable fee component calculated per hotel of approximately \$1.50 per guest room, with many cooperatives having a variable fee component cap of 150 rooms. It is important to note that the fees vary among advertising cooperatives. Each cooperative is administered by its members and according to operating guidelines, which members have access to. The cooperatives are not required to prepare financial statements.

We are not required to engage in or maintain any particular advertising program, apart from our general obligations to include the Property in group advertising of System Hotels, and to include the Property in marketing programs in accordance with our general practice for System Hotels. However, we will use commercially reasonable efforts to market the Property on our reservation service and any loyalty programs associated with System Hotels. We may use print, radio, television, magazines, direct mail and the internet to advertise System Hotels. Media coverage is national in scope. The source of our advertising for System Hotels is a marketing department and a national advertising agency. We are not required to spend any amount on advertising in your Market Area (defined in Item 12 below) or your

geographic area.

You must advertise and promote the Property and related facilities and services on a local and regional basis in a first-class, dignified manner, using our identity and graphics Standards for all System Hotels, at your cost and expense. You must submit to us for our approval samples of all advertising and promotional materials that we have not previously approved (including any materials in digital, electronic or computerized form or in any form of media that exists now or is developed in the future) before you produce or distribute them. You will not begin using the materials until we approve them. You must immediately discontinue your use of any advertising or promotional material we disapprove, even if we previously approved the materials.

You may not engage, directly or indirectly, in any cross-marketing or cross-promotion of the Property with any Other Hotel or related business, without our prior written consent. "Other Hotels" means any hotel, motel, inn, lodging facility, conference center or other similar business, other than a System Hotel. You agree to refer guests and customers, wherever reasonably possible, only to System Hotels. We may require you to participate in programs designed to refer prospective customers to Other Hotels. You must display all material, including brochures and promotional material we provide for System Hotels, and allow advertising and promotion only of System Hotels on the Property site, unless we specifically direct you to include advertising or promotion of Other Hotels. You may only accept reservations through the approved reservation service we furnish to you. You may not use an individual hotel website, booking engine, extranet, channel manager or any other channel of distribution to accept reservations.

Computer System

The hardware, software, cabling and related equipment comprising the computer system (the "Computer System") you are required to obtain and maintain throughout the term of the Membership Agreement varies depending on the type of Property you develop. The tables below detail the components of the Computer System by Property-type, including the estimated initial purchase price of the Computer System and certain related ongoing fees. All payments are made to third-parties except for the HMSS One-Time Installation Fee, HMSS Monthly Maintenance Fee, the BW~~H~~ Two-Way System Installation Fee, the AutoClerk PMS Software Fee, and the BWI Two-Way Interface Maintenance Fee, which are payable to us or our affiliate, AutoClerk.

Best Western, Best Western Plus~~and~~, @Home by Best <u>Western and Executive</u> <u>Residency by Best Western</u>	Cost Estimate
Initial Purchase Price:	
PMS Hardware (2 Workstations)	\$6,600
Point of Sale Hardware (2 EMV Devices, Installation, PMS Interface)	\$4,000
Telephone System	\$35,000

Secure Printing (Public Space)	\$6,000
Guest Wireless Solution (WIFI) (Gateway, Switches, UPS, Cabling, etc.)	\$23,000
Electronic Door Locking System (Onity preferred)	\$30,000
Televisions (Public Space)	\$7,000
Hotel Managed Security Service (HMSS) One-Time Installation Fee	<u>Typically,</u> \$2,100 - \$3,500
BW ~~H~~ <u>I</u> Two-Way System Installation Fee	\$1,500
PMS System Installation Fee	\$995
Ongoing Fees:	
PMS Support <u>Fee and GMS Support</u> Fee	\$3.97 per room, ~~per month (for the AutoClerk Cloud PMS) and~~ <u>(includes</u> ~~\$250~~<u>1.45</u> per month ~~— (billed quarterly) —~~ ~~(room for the AutoClerk PMS)~~ <u>For System Hotels with a PMS waiver, a \$1.45 per room per month fee for GMS support is required</u>
BWI Two-Way Interface Maintenance Fee	~~\$440~~ to ~~\$6569~~ per month
HMSS Monthly Maintenance Fee	\$130 per month, <u>per Property</u>

Best Western Premier	Cost Estimate
Initial Purchase Price:	
PMS Hardware (4 Workstations)	\$20,000
Point of Sale Hardware (4 EMV Devices, Installation, PMS Interface)	\$10,000
Telephone System	\$35,000
Secure Printing (Public Space)	\$6,000
Guest Wireless Solution (WIFI) (Gateway, Switches, UPS, Cabling, etc.)	\$40,000
Electronic Door Locking System (Onity preferred)	\$30,000
Televisions (Public Space)	\$7,000
Hotel Managed Security Service (HMSS) One-Time Installation Fee	<u>Typically,</u> \$2,100 - \$3,500
BW  Two-Way System Installation Fee	\$1,500
PMS System Installation Fee	\$995
Ongoing Fees:	
PMS Support <u>Fee and GMS Support</u> Fee	\$3.97 per room, per month ~~(for the AutoClerk Cloud PMS) and~~ <u>(includes</u> ~~\$250~~ <u>1.45</u> per month ~~—(billed quarterly)—~~ <u>(room for the</u> ~~AutoClerk-PCMS)~~ <u>For System Hotels with a PMS waiver, a</u>

Best Western Premier	Cost Estimate
	<u>\$1.45 per room per month fee for GMS support is required</u>
BWI Two-Way Interface Maintenance Fee	~~\$410~~ to \$6 <u>569</u> per month
~~HMSS Monthly Maintenance Fee~~	~~\$130 per month~~

Dual Brand	Cost Estimate
Initial Purchase Price:	
~~PMS Hardware (2 Workstations)~~	~~\$13,200~~
~~Point of Sale Hardware (4 EMV Devices, Installation, PMS Interface)~~	~~\$4,000~~
~~Telephone System~~	~~\$35,000~~
~~Secure Printing (Public Space)~~	~~\$6,000~~
~~Guest Wireless Solution (WIFI) (Gateway, Switches, UPS, Cabling, etc.)~~	~~\$23,000~~
~~Electronic Door Locking System (Onity preferred)~~	~~\$25,000~~
~~Televisions (Public Space)~~	~~\$7,000~~
~~Hotel Managed Security Service (HMSS) One-Time Installation Fee~~	~~\$2,100 – \$3,500~~
~~BWH Two-Way System Installation Fee~~	~~\$1,500~~
~~PMS System Installation Fee~~	~~\$995~~
Ongoing Fees:	
~~PMS Support Fee~~	~~\$3.97 per room,~~

	~~per month (for the AutoClerk Cloud PMS) and \$250 per month (billed quarterly) (for the AutoClerk PMS)~~
~~BWI Two-Way Interface Maintenance Fee~~	~~\$41 to \$65 per month~~
HMSS Monthly Maintenance Fee	\$130 per month, <u>per Property</u>

Vib, GLō, ~~Sadie~~ , Aiden	Cost Estimate
Initial Purchase Price:	
PMS Hardware (2 Workstations)	\$13,200
Point of Sale Hardware (4 EMV Devices, Installation, PMS Interface)	\$4,000
Telephone System	\$35,600
Secure Printing (Public Space)	\$6,000
Guest Wireless Solution (WIFI) (Gateway, Switches, UPS, Cabling, etc.)	\$23,000
Electronic Door Locking System (Onity preferred)	\$30,000
Televisions (Public Space)	\$7,000
eConcierge System	\$28,000
Hotel Managed Security Service (HMSS) One-Time Installation Fee	<u>Typically,</u> \$2,100 - \$3,500
BW ~~H~~ Two-Way System Installation Fee	\$1,500
PMS System Installation Fee	\$995

Ongoing Fees:	
PMS Support <u>Fee and GMS Support</u> Fee	\$3.97 per room, ~~per month (for the AutoClerk Cloud PMS) and~~ <u>(includes</u> ~~\$250~~<u>1.45</u> per ~~month (billed quarterly)~~ ~~(room~~ for the ~~AutoClerk-PCMS)~~ <u>For System Hotels with a PMS waiver, a \$1.45 per room per month fee for GMS support is required</u>
BWI Two-Way Interface Maintenance Fee	~~\$410~~ to ~~\$659~~ per month
HMSS Monthly Maintenance Fee	\$130 per month, <u>per Property</u>

You are currently required to license the System's PMS (currently AutoClerk Cloud PMS) from our affiliate, AutoClerk, for the PMS Support Fee disclosed in the above tables under Ongoing Fees. When you obtain the required PMS, you will also receive the GMS. The GMS provides a full-suite guest management system for System Hotels and includes pre-registration, dynamic upsells, guest messaging, digital compendium and mobile check-out. The GMS enables hoteliers to increase revenue, boost staff efficiency and maximize guest satisfaction. If the Property has a waiver from the requirement to use the System's required PMS, you must still obtain the GMS and pay all associated fees.

HMSS provides PMS network segment patching and assists in the securing of devices in the reservations system, helping protect the hotel environment. Other than the monthly maintenance costs listed above, we estimate the annual costs to maintain the necessary upgrades of the Computer System to be \$2,500.

Other than the ongoing maintenance costs described above, no party has an obligation to provide ongoing maintenance, repairs, upgrades or updates to the Computer System. The cost of other optional maintenance, updating, upgrading and support contracts varies widely depending on the market and the level of support you need. We may periodically require changes, upgrades, or updates to the Computer

System. Any changes to equipment requirements will be in accordance with the Manual. No contract limits the frequency or cost of changes, upgrades or updates. We or our affiliates may charge you reasonable fees for software or other technology that we license to the Property and for other Computer System maintenance and support services that we or they periodically provide to the Property. We will have independent access to the information that will be generated by or stored in the Computer System. There are no contractual rights on our ability to access this information. Additionally, we may use information regarding brand-generated System Hotel revenue, in aggregate form, for the purpose of development of our Membership network.

Site Selection and Commencement of Operations

We do not select the site for the Property. You select the site for the Property. You must propose a site when you submit the Application for Membership and include information that the Board requires to evaluate the proposed site. The Application for Membership must include proof of land ownership, lease agreement, or contingent right to purchase. The Board considers several factors when evaluating an Application for Membership and a proposed site, including but not limited to: location, presence in the market, applicant brand, number of guest rooms, operational experience of applicant, funding ability of the applicant to complete the project, potential impact on existing Members (if any) in the market, demand generators and projected market growth, market competition, and, if a conversion, the extent of the required renovation. The Board will approve or reject the Application for Membership, which includes the proposed site, within approximately 60 days of receiving the Application for Membership. If the Board rejects the Application for Membership, we will not enter into a Membership Agreement with you and we will refund the Impact Study Fee, if applicable, and Affiliation Fee.

The typical length of time between signing a Membership Agreement and commencing operations of a System Hotel is two years for a newly constructed System Hotel and nine months for the conversion of an existing hotel to a System Hotel. The specific timetable for opening the Property and becoming active on the reservations system depends on various factors, including the time to complete the construction work or renovation work, as applicable, and anything specified in a property improvement plan ("PIP"), putting a preventative maintenance program and a "deep clean" program in place, deep cleaning the Property, successful completion of our pre-activation inspection, compliance with all branding requirements (e.g., signage and collateral material requirements), having professional photographs ~~and virtual tours~~ taken of the Property and successful completion of required training. You must commence operations of the Property no later than two years after signing the Membership Agreement for a newly constructed System Hotel and no later than nine months after signing the Membership Agreement for the conversion of an existing hotel to a System Hotel. You will give us at least 10 days advance notice that you have complied with all the terms and conditions of the Membership Agreement and the Property is ready to open. We will use reasonable efforts within 10 days after we receive your notice to visit the Property and to conduct inspections as we deem necessary to determine whether to authorize the opening of the Property, but we will not be liable for delays or loss occasioned by our inability to complete our inspection and to make this determination within the 10 day period. You will not open the Property unless and until you receive our written consent to do so.

Training

We provide between three to five days of initial training at the Property (or another location we designate). Your General Manager (defined in Item 15), Voting Representative, the sales manager (if applicable), and all front desk, housekeeping, and maintenance personnel must successfully complete initial training to our satisfaction before you may open and begin operating the Property. You must pay us a General Manager Training Fee in the amount of \$320 to \$1,700 and a Voting Representative Training Fee in the amount of \$100 to \$500 in consideration of the initial training programs and brand orientation we provide to new General Managers and Voting Representatives. You must provide accommodations for our trainers at no cost while they provide the initial training at the Property. We will use the Manual and various instructional handouts and online materials as we conduct the initial training program. We will generally schedule initial training after you finish construction of the Property. If any of your required personnel do not successfully complete initial training to our satisfaction, we may require you and/or your personnel to attend additional training programs at the Property or another location we designate in order to achieve the sufficient level of training we require. You also must pay for all travel and living expenses that you and your employees incur and for your employees' wages and workers' compensation insurance while they attend initial or additional training. (Membership Agreement Section A)

Additional people beyond the attendees we require may attend initial training, subject to our ability and capacity to accommodate these extra persons in any training session.

As of the date of this Disclosure Document, the initial training program includes the following:

TRAINING PROGRAM

Column 1 Subject	Column 2 Hours of Classroom Training	Column 3 Hours of On-The-Job Training	Column 4 Location
Customer Service	6	2	The Property or another location we designate
Best Western Brand Culture	4	2	The Property or another location we designate
Guest Satisfaction Survey	4	1	The Property or another location we designate
Operations Training: (i) Front Desk; (ii) Maintenance; and (iii) Housekeeping	6	2	The Property or another location we designate
General Manager / Leadership	64	8	The Property or another location we designate
TOTAL	84	15	

We may require that your General Manager, Voting Representative or other employees complete ongoing training programs or refresher training to our satisfaction. You must pay us \$289.5976 per month for the Tools For Success online training, ~~\$2,400 per day for Because We Care training (if determined required by us)~~, \$500 per course (or \$100 to audit only) for Voting Representative Brand Orientation (if you change the voting member), \$1,500 for new or replacement General Manager training, \$2,400 per day for a regional services visit to the Property for training that we determine is required or that you request, and \$399 for attendance at optional one-day regional training. We currently provide certain other online refresher courses at no cost to you covering customer service, housekeeping, maintenance, front desk services, regional services, and operational consultative training. However, we may in the future designate other required ongoing training programs or refresher training programs for your General Manager and/or other employees and may charge you a fee for those programs.

You are responsible for all related travel and living expenses and wages incurred in connection with employees attending any and all training, to include the General Manager, Professional Development Training, Voting Representative Brand Orientation, regional training, and any additional training programs.

We require on-boarding training for all staff of new construction and converted System Hotels beginning when the Property opens to help facilitate a smooth transition into the System. Training for the line level staff of the Property introduces staff to our vision and mission statements, brand history, service level expectations and core values of our brand and assists staff to deliver our brands' service promise. On-boarding training consists of both live and virtual training. The following on-boarding training will be provided for the following time periods of service:

Revenue for Hire Program: This program offers a dedicated certified revenue manager that provides Property-specific revenue management services in collaboration with the Property team. Services will be provided for a 12 month period.

Property Sales Manager Program: This program provides System Hotels with dedicated sales support to drive local sales and assist with request for proposals. Services will be provided for an eight month period.

Other on-boarding services include assistance from a Brand Development Project Manager, as well as training and support from various departments, including Worldwide Sales, Education & Training, Marketing, Design and Public Relations.

You can also request on-site training and/or assistance at any time. We will provide it at our option, but the Membership Agreement does not require us to provide it. We may impose a fee for each day of on-site training or assistance we agree to provide and you must also pay all of the expenses incurred by our personnel in connection with this on-site training or assistance. The current cost for one day of training is \$2,400 plus the cost to you of providing complimentary lodging. The timing of all on-site and off-site advice, consultation and training will be subject to the availability of our personnel.

Training is conducted by members of our staff who have been employed by us since our inception in February, 2018; have between ~~five~~six and ~~20~~1 years of experience with our affiliates; and have between ~~nine~~10 and more than ~~33~~4 years of experience in the hotel industry.

ITEM 12

TERRITORY

Member Market Area (“MMA”)

We grant Members a license to operate the Property at a specified location (the “Site”) during the term of the Membership Agreement. If your membership application relates to the right to convert an existing hotel to a System Hotel, you will already have the location for your Property.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. If you are a “Qualified Hotel,” you will receive an exclusive territory with respect to System Hotels. This means that neither we nor any of our affiliates will open, or allow to open, a System Hotel within a circular area around the Site, whose radius is measured from the center of the main entrance of the lobby and is of a length determined by the MMA Radius Chart below (the “MMA Area”).

A “Qualified Hotel” is a System Hotel that:

- (1) Is current on all dues, fees and assessments and has not been 60 days past due on any of its dues, fees, or assessments twice within the last 12 months;
- (2) Its most recent three quality assurance scores, or such lesser number of scores if the Property has not yet received three quality assurance scores, average at least 50 points higher than the passing level as defined in the Regulatory Documents;
- (3) Is not past due in meeting any conditions or requirements which would constitute grounds for cancelling the Membership Agreement; and
- (4) Is not a BW Signature Collection® hotel, a BW Premier Collection® hotel or a SureStay Collection by Best Western® hotel.

MMA Radius Chart

MMA radius protections are as follows:

Primary Market	Secondary Market	Tertiary Market
.25 Miles	1.25 Miles	3 Miles

“Primary Markets” are markets with more than 80 hotels, 8,000 hotel rooms or a metropolitan statistical area (“MSA”) with a population greater than 400,000.

“Secondary Markets” are markets with greater than 50 but less than 80 hotels or MSA population less than 400,000 but greater than 100,000.

“Tertiary Markets” are all other markets, typically with a MSA population less than 100,000.

If a System Hotel applicant would be within the MMA radius protection of an existing System Hotel, the Board may alter the MMA radius protection to equitably account for obstacles or barriers (e.g., mountains, lakes and major airports) that materially affect travel time or travel distance between a System Hotel and a System Hotel applicant, although the existing System Hotel could request an Impact Analysis as described below.

[\[Remainder of page left intentionally blank\]](#)

MMA Radius Rules 1 through 9

With regard to applying the above MMA radius protections to a Qualified Hotel, System Hotels are divided into the following color-coded categories (“Category” or “Categories”) for purposes of applying Rules 1 through 9:

<u>Midscale</u> Best Western SureStay Brands
<u>Upper Midscale</u> Best Western Plus BW Signature Collection GLō
<u>Upscale Boutique</u> Vīb Aiden
<u>Upscale</u> Best Western Premier BW Premier Collection
<u>Extended Stay</u> @Home by Best Western Executive Residency

Rule 1: System Hotels in the same Category will have full MMA radius protection with respect to System Hotels in the same Category. For example, a Best Western System Hotel will have full MMA radius protection from a Best Western or SureStay System Hotel as both are in the same “blue” Category.

Rule 2: System Hotels in the blue and green Categories will have one-half of the MMA radius protection with respect to System Hotels in the other color Category (i.e., blue or green, respectively). For example, a Best Western Plus System Hotel (green Category) will have one half the MMA radius protection from a Best Western System Hotel (blue Category) and vice versa.

Rule 3: System Hotels in the blue and green Categories will not have any MMA radius protection from System Hotels in the orange and red Categories. For example, a Vīb System Hotel could be placed next to a Best Western System Hotel, although the Best Western System Hotel may request an Impact Analysis as described in the section below.

Rule 4: System Hotels in the orange and red Categories do not have MMA radius protection against any hotel in a different color Category, although they may request an Impact Analysis as described in the section below.

Rule 5: Despite Rules 1, 2 and 3 above, if you operate a Best Western branded System Hotel: (i) in a tertiary market; (ii) with a city population of less than 15,000; and (iii) fewer than 5 hotels that are

listed in Smith Travel Research in the city, you will have full MMA radius protection from all System Hotels in every color Category.

Rule 6: If a Best Western branded System Hotel converts to a SureStay branded System Hotel, the MMA radius protection will not apply to the SureStay branded System Hotel, which will instead have any protections granted to it as a SureStay branded System Hotel.

Rule 7: BW Signature Collection, BW Premier Collection and SureStay System Hotels do not have MMA radius protection or the right to request an Impact Analysis; but, Best Western hotels have the protection as noted above (same color categories) and have full Impact Analysis rights.

Rule 8: An Aiden Membership Application will only be approved by the Board if it meets the following criteria:

1. A third-party designer has cultivated an imaginative and innovative hotel design;
2. The hotel will include a creative food and beverage element; and
3. The hotel is located within an Upscale or primarily urban area or competitive set.

In addition, if an application is in a Member's impact radius, it requires a favorable vote of 6 Directors.

Rule 9: An @HOME by Best Western Membership Application will only be approved by the Board if it meets the following criteria:

1. New construction or substantially similar design to the @HOME prototype;
2. 100% extended stay rooms with kitchens in every room; and
3. No complimentary or paid for breakfast.

In addition, if an application is in a Member's impact radius, it requires a favorable vote of 6 Directors.

If we develop a new hotel brand after the Effective Date, such new hotel brand shall be added to the Category containing hotels of the most similar chain segment as determined by STR, Inc. and the MMA radius protection and Impact Analysis rights for such Category shall apply with respect to such new hotel brand.

In certain instances as described in the Rules set forth above, you will not receive an exclusive territory with respect to System Hotels of certain Best Western Identifying Marks. This means that we and our affiliates may open, or allow another to open, a System Hotel designated under the heading "MMA Radius Rules 1 through 9," above, within your MMA. You may face competition from other Members, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Impact Analysis Rights

Neither we nor any of our affiliates will open, or allow to open, a System Hotel within a circular area around the Site, whose radius is measured from the center of the main entrance of the lobby and is of a length determined by the Impact Analysis Radius Chart below without affording you the right to request an impact analysis.

Primary Market	Secondary Market	Tertiary Market
.75 Miles	3.75 Miles	9 Miles

If the Property is within the applicable radius, you will have the right, within 15 days of the mailing of the notice of the application, to request that an impact analysis be made concerning the effect of the applicant's operations on the relevant market ("Impact Analysis").

The Impact Analysis will be conducted by an independent nationally recognized consulting firm familiar with and knowledgeable about the hospitality business, which shall not be affiliated with, in any respect, us or any of our Members. The Impact Analysis will analyze the applicant's prospect for success, the demand for the applicant's services in the relevant market and the incremental impact on existing Members within the relevant market, and provide such other information as we may request it include. For this purpose, incremental impact means the occupancy and revenue losses (expressed as a percentage) projected to result from the operation of the applicant's proposed System Hotel, less any occupancy and revenue losses projected to result to existing System Hotels in the relevant market from operation of the property covered by the application as a non- System Hotel.

To the extent an Impact Analysis is requested, we will consider the application upon the completion of the Impact Analysis. We may not approve any application unless we have:

- (a) Reviewed and analyzed any requested Impact Analysis; and
- (b) Determined that granting the application will not materially impair the ability of existing Members to compete with properties or other hospitality services operated by non-Members in the relevant market.

New Member applications may only be approved upon the favorable vote of at least five Directors of the Board. In the event that ambiguity, conflict, or inadequate data exists in the application of the rules set forth above regarding an MMA radius protection and/or an Impact Analysis, the Board shall have the right in its sole discretion to resolve the conflict or ambiguity or select appropriate data on which to rely.

Except for our restrictions within the Property's MMA and your right to request an Impact Analysis as described above, we and our affiliates have the right to engage in any other businesses of any nature, whether in the lodging or hospitality industry or not, and whether under the Best Western Identifying Marks, a competing brand, or otherwise, even if they compete with the Property or the Best Western Identifying Marks, and whether we or our affiliates start those businesses, or purchase, merge with, acquire, are acquired by, come under common ownership with, or associate with, such other businesses. We may also use or license to others all or part of the system for operating hotels under the Best Western Identifying Marks; use the facilities, programs, services and/or personnel used in connection with the system for operating hotels under the Best Western Identifying Marks in other businesses; use the system for operating hotels under the Best Western Identifying Marks and the Best Western Identifying Marks in other businesses; and add, alter, delete or otherwise modify elements of the system for operating hotels under the Best Western Identifying Marks.

Agreed-upon MMA radius and Impact Analysis Rights radius are negotiated terms of the Membership Agreement. They are agreed upon considering all relevant facts (e.g., location of the Site, your Hotel room count, hotel density in the area, population, demand generators, etc.).

We are not restricted from soliciting or accepting reservations from customers located inside your MMA. We and our affiliates may use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to accept reservations under the Property's Best

Western Identifying Marks and under other trademarks from customers located in your MMA. We do not need to pay you any compensation for soliciting or accepting reservations from customers located inside your MMA. You are not restricted from soliciting reservations from customers located outside of your MMA, except that all of your advertising is subject to our advance written approval. While you may accept reservations from customers located outside of your MMA, you may only do so through the approved reservation service we furnish to you. You may not use an individual hotel website, booking engine, extranet, channel manager or any other channel of distribution to accept reservations.

Upon a System Hotel providing notice of cancellation of its Membership Agreement, the System Hotel forfeits its MMA and Impact Analysis rights such that we can begin efforts to replace the System Hotel in the market.

We, SureStay, Inc. and certain of our and SureStay Inc.’s affiliates and subsidiaries operate hotels under the [Best Western, Best Western Plus, Best Western Premier, Executive Residency by Best Western, @Home by Best Western, Vīb, GLō, Aiden](#), BW Premier Collection®, BW Signature Collection®, SureStay ~~Hotel~~ by Best Western®, SureStay Plus ~~Hotel~~ by Best Western®, SureStay Studio by Best WesternSM, SureStay Collection by Best Western® and WorldHotels® Collection names. (We share offices with SureStay, Inc. and some of our and SureStay, Inc.’s affiliates and subsidiaries and we disclose the principal business addresses for WH in Item 1.) We, SureStay, Inc. and our and SureStay, Inc.’s affiliates and subsidiaries are engaged in a variety of business activities in the lodging and hospitality industry. Guest lodging properties owned, managed or licensed to use marks by us, SureStay, Inc., or our and SureStay, Inc.’s affiliates or subsidiaries may currently or in the future be located in or near your MMA. You may compete with these guest lodging properties. There is no mechanism for resolving any conflicts that may arise between your hotel and hotels which are owned, managed or licensed to use marks by us, SureStay, Inc., or our or SureStay, Inc.’s affiliates or subsidiaries.

You have no options, rights of first refusal, or similar rights to acquire additional franchises. Continuation of your territorial rights does not depend on your achieving a certain sales volume, market penetration or other contingency. We may not alter your MMA or territorial rights during the term of the Membership Agreement without your written consent excepted as noted herein.

Relocating The Property

You may request to relocate the Property from the Site to another designated property you own an interest in (the “Designated Property”) if ownership does not change more than 50%. The criteria that we will use to decide any such request include:

- 1. The Designated Property shall be within the same MMA as the Site, and the distance between the Site and the Designated Property shall not exceed:

Property Type	Primary Market	Secondary Market	Tertiary Market
Distance	2 Miles	3 Miles	5 Miles

- 2. The Designated Property shall not be in an MMA of any Member nor where any Member has the right to request an Impact Analysis, unless any such Member waives any such right.

3. The Designated Property shall have an MMA consistent with the criteria as described herein or as determined by the Board.

4. The Best Western Identifying Marks associated with the relocated Property at the Designated Property shall be the same as or higher than the Best Western Identifying Marks associated with the Property at the Site.

5. The Designated Property must, in the opinion of the Board, provide improved representation in the same relevant market. In evaluating this requirement, the Board in its sole discretion may consider the Designated Property's attributes, such as, but not limited to: superior facilities, improved location, stronger access to demand generators and increased visibility.

6. The Property at the Designated Property shall meet or exceed our standards prior to relocating and commencing operations as a System Hotel.

7. A relocation fee of \$15,000 plus \$200 per room for any increase in room count must be submitted upon submission of your request to relocate. \$4,000 of the relocation fee is non-refundable immediately upon payment. The remainder is non-refundable upon execution of the Membership Agreement you must sign for the Designated Property.

8. The Designated Property will be reviewed according to established policies and procedures.

9. The request will be presented to the Board for approval or denial and reviewed in conjunction with other relocation requests for the surrounding area or prospect property applications for the same area.

10. The Property must remain operating as a System Hotel in good standing at the Site, and continue to pay full fees and dues, until the relocation is completed. At that time, the Property at the Site must discontinue operating as a System Hotel.

11. The transition from the Site to the Designated Property must be seamless (e.g., installation of new signage and removal of old signage being done as close to simultaneous as possible to eliminate the perception that Best Western is not being represented in a given area).

12. You must consistently adhere to our policy of always referring guests to the nearest Best Western.

[\[Remainder of page left intentionally blank\]](#)

ITEM 13

TRADEMARKS

You may use certain Best Western Identifying Marks in operating the Property. The current principal Best Western Identifying Marks we have registered (or applied for registration) on the Principal Register of the United States Patent and Trademark Office (“USPTO”) are:

TRADEMARK	REGISTRATION/ APPLICATION NUMBER	REGISTRATION/ APPLICATION DATE
Best Western®	Reg. 1432431	Reg. 03/10/87
 Best Western.	Reg. 5079664	Reg. 11/08/16
Best Western Plus®	Reg. ~~3839230~~ 7242466	Reg. ~~08/24/10~~ 12/12/23
 Best Western PLUS.	Reg. 5079666	Reg. 11/08/16
Best Western Premier®	Reg. 2826386	Reg. 03/23/04
 PREMIER BEST WESTERN.	Reg. 5079665	Reg. 11/08/16
Vib®	Reg. 4814637	Reg. 09/15/15
	Reg. 4792006	Reg. 08/11/15
GLō®	Reg. 5083442	Reg. 11/15/16

TRADEMARK	REGISTRATION/ APPLICATION NUMBER	REGISTRATION/ APPLICATION DATE
	Reg. 5073431	Reg. 11/01/16
Best Western Rewards®	Reg. 3636227	Reg. 06/09/09
	Reg. 5209381	Reg. 05/23/17
Aiden®	Reg. 5753488	Reg. 05/14/19
	Reg. 5753489	Reg. 05/14/19
~~Sadie® Executive Residency by Best Western~~	Reg. ~~50797534901~~	Reg. ~~11/05/14/196~~
	Reg. ~~57534922011~~	Reg. ~~105/01/2024/19~~
@Home by Best Western	App. 97761960	App. Submitted 11/3/22

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, and no pending infringement, opposition, or cancellation proceedings or material litigation, involving the principal Best Western Identifying Marks. We do not actually know of either superior prior rights or infringing uses that could materially affect your use of the Best Western Identifying Marks in any state. There are no currently effective agreements that significantly limit our rights to use or license the use of the principal Best Western Identifying Marks in a manner material to the Membership. No affidavits or renewal filings are yet due in connection with these registrations or applications. If your hotel will operate under the “@Home by Best Western” name, then we do not have a federal registration for the principal trademark. Therefore, the “@Home by Best Western” trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the “@Home by Best Western” trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

You must notify us immediately of any apparent infringement or challenge to your use of any Best Western Identifying Marks, or of any person's claim of any rights in any Best Western Identifying Marks, and you may not communicate with any person other than us, our attorneys, and your attorneys, regarding any infringement, challenge, or claim. We may take the action we deem appropriate (including no action) and control exclusively any litigation, USPTO proceeding, or other administrative proceeding arising from any infringement, challenge, or claim. You must assist us in protecting and maintaining our interests in any litigation or USPTO proceeding or other administrative proceeding. We will reimburse you for expenses incurred by you as the direct result of activities undertaken by you at our prior written request and specifically relating to the trademark dispute at issue. We will not reimburse you for any other expenses incurred by you for cooperating with us or our affiliates. You must timely notify us and comply with our directions in response to a trademark infringement proceeding that disputes your authorized use of the Best Western Identifying Marks and we may, at our option, defend and/or control the defense of any proceeding arising from your use of any Best Western Identifying Marks.

We may change any of the Best Western Identifying Marks, or the way in which any of them are depicted, at any time at our sole option and at your expense.

ITEM 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

No patents or pending patent applications are material to the Property. We claim copyrights in the Regulatory Documents (which contain our trade secrets), advertising and marketing materials, and similar items used in operating System Hotels. We have not registered these copyrights with the United States Copyright Office, but we need not do so at this time to protect them. You may use these items only as we specify while operating the Property (and must stop using them if we so direct you).

There currently are no effective adverse determinations of the USPTO, the United States Copyright Office, or any court regarding the copyrighted materials. No agreement limits our right to use or allow others to use the copyrighted materials. We do not actually know of any infringing uses of our copyrights that could materially affect your use of the copyrighted materials in any state.

We need not protect or defend copyrights, although we intend to do so if in the best interests of all or some of our Members, as we solely determine. We may control any action we choose to bring, even if you voluntarily bring the matter to our attention. We need not participate in your defense and/or indemnify you for damages or expenses in a proceeding involving a copyright.

The Regulatory Documents and other materials contain our confidential information (some of which constitutes trade secrets under applicable law). The Regulatory Documents are the written compilation of our standards and specifications for operating hotels.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Whether you are an individual, corporation, limited liability company, partnership or other entity, you must at all times retain and exercise direct management control over the Property's business. If you operate a Best Western, a Best Western Plus, a Best Western Premier, an Executive Residency by Best Western, an @Home by Best Western, a Vib, or a GLō System Hotel you are required to fulfill this responsibility only by providing qualified and experienced management, which may be (i) a management company that meets our then-current Standards and is approved by us to operate the Property, or (ii) a full-time, dedicated, on-premises general manager ("General Manager"). If you operate an Aiden System Hotel you are required to fulfill this responsibility only by hiring a management company that meets our then-current Standards and is approved by us to operate the Property. We may reject a proposed management company if we determine that it is unwilling or unable to comply with all requirements under our then-current Standards. You are required at all times to provide to us up-to-date information regarding the name and contact information of the management company (if applicable) and the General Manager. Your General Manager does not need to have an equity interest in the Property or you.

You must comply with Standards for the training of persons involved in the operation of the Property. You must at all times maintain a General Manager who has completed the initial and other training we require in the Manuals or otherwise. Before the Property becomes operational, your General Manager and other required employees are required to attend and successfully complete our required pre-opening training. If you hire a new or replacement General Manager in the future, you must pay us a fee for the new or replacement General Manager to attend the General Manager Professional Development Training ~~or~~ and Leadership Training.

You must adopt and implement all procedures we periodically establish in our business judgment to prevent unauthorized use or disclosure of our proprietary information, including restrictions on disclosure to employees and the use of non-disclosure and non-competition clauses in agreements with employees, agents and independent contractors who have access to the proprietary information.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We do not impose any restrictions as to the customers to whom you may sell goods or services. In general, you must comply with our requirements as to the types and levels of services, amenities and products that must or may be used, promoted or offered at or in connection with the Property. You must comply with our requirements regarding supplies, including our specifications for all supplies and our policies regarding suppliers from whom you purchase supplies.

There is no limit on our right to make changes to the system of operating hotels under the Best Western Identifying Marks and you must comply with all changes we adopt. We may require that you purchase a particular brand of product or service for resale to be sold from the Property from us or from a source we designate.

You must participate in and use the required reservation service, including any additions, enhancements, supplements or variants we develop or adopt, and honor and give first priority on available rooms to all confirmed reservations referred to the Property through the required reservation

service. The only reservation service or system you may use for outgoing reservations referred by or from the Property to other properties owned, licensed or franchised by us or one of our affiliates will be the reservation service we designate and require.

~~{Remainder of page left blank intentionally}~~

ITEM 17

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the Regulatory Documents. You should read these provisions in the agreements attached to this Disclosure Document.

PROVISION	SECTION IN REGULATORY DOCUMENT	SUMMARY
a. Length of the franchise term	Section B of Membership Agreement	The effective date of the Membership Agreement is the date of execution; however, Membership rights shall not be granted until the Property has been activated on our reservations systems and the Extended-Length Term of ~~15~~<u>20</u> years has begun (see below). The initial term of the Membership Agreement, and any and all Membership rights, begins on the first day the Property is activated on our reservations system and ends on the last day of our fiscal year during which the last day of the ~~180th~~<u>240th</u> month falls ("Extended-Length Term").
b. Renewal or extension of the term	Section B of Membership Agreement, Bylaws Article II, Section 5	The Membership Agreement ~~may be~~<u>automatically renewe</u>~~ds~~ for ~~additional 180-month terms as provided in our Bylaws & Articles~~<u>successive 10 year terms unless one party provides the other with written notice of its intent to not renew at least 12 months prior to the end of the then-current Term.</u>
c. Requirements for Member to renew or extend	Section B of Membership Agreement, Bylaws Article II, Section 2	~~If you are current with all Annual Dues, y~~<u>Y</u>our Membership Agreement shall renew, automatically for an additional ~~18~~<u>20</u>-month term. You are not required to sign a new Membership Agreement upon renewal. ~~If you are not current with your Annual Dues, the Membership Agreement may only be extended by a majority vote of the Board.~~
d. Termination by	Section E of Membership	The Membership Agreement will terminate: (1) upon sale or lease of the Property, or transfer of control of

PROVISION	SECTION IN REGULATORY DOCUMENT	SUMMARY
Member	Agreement, Bylaws Article II, Section 5 and Section 7	the Property, as more fully set forth in the Bylaws & Articles; or (2) upon your resignation from the Membership. (Subject to state law).
e. Termination by licensor without cause	Not applicable	Not applicable
f. Termination by licensor with cause	Section E of Membership Agreement	The Membership Agreement will terminate: (1) upon sale or lease of the Property, or transfer of control of the Property, as more fully set forth in the Bylaws & Articles; or (2) upon your default of any obligation to us, as more fully set forth in the Regulatory Documents.
g. "Cause" defined - curable defaults	Bylaws Article II, Section 8	Prior to the termination of the Membership, a Member may demand a hearing with the Board in an effort to cure a breach of the Membership Agreement.
h. "Cause" defined - non-curable defaults	Section E of Membership Agreement, Bylaws Article II, Section 7	Defaults include, for the avoidance of doubt and without limitation, your failure to make timely payment of any fees, dues, assessments, or charges owed to us or your failure to comply with all applicable laws.
i. Member's obligations on termination/non-renewal	Section F of Membership Agreement	Within 15 days the Property and you must cease use of and remove from public view all Best Western Identifying Marks (e.g., signs and logo'd items) and transfer to us any domains containing any Best Western Identifying Marks; actively take such steps as may be necessary to cause the cessation of all advertising and distribution of promotional material containing any Best Western Identifying Marks and not use anything consisting of or incorporating any part of any Best Western Identifying Marks, or which are similar in spelling, sound, appearance or otherwise to any Best Western Identifying Mark; if we elect to claim it, pay us, for each day that any Best Western Identifying Mark is used in connection with the Property after 15 days following resignation, cancellation or termination of the Membership Agreement, daily damages in an amount equal to 15% of the average of the Property's room rates per room per day multiplied by the total number of rooms; pay us the lesser of: (x) ~~48~~ ³⁶ months of Monthly Fees

PROVISION	SECTION IN REGULATORY DOCUMENT	SUMMARY
		(calculated as your average Monthly Fees during the previous 12 months (but if Monthly Fees have been owed to us for less than 12 months, the average of all prior months) multiplied by ~~48~~ <u>36</u>); or (y) Monthly Fees for the remainder of the Extended-Length Term or renewal term (calculated as your average Monthly Fees during the previous 12 months multiplied by the number of months remaining in the Extended-Length Term or renewal term); pay us the cost of all goods and services provided by or ordered through us for which payment has not yet been received; and, if the Property continues to operate after resignation, cancellation or termination, pay the full fees, dues, charges, and assessments until the Property closes.
j. Assignment of contract by licensor	Not applicable	Not applicable
k. "Transfer" by Member – defined	Bylaws Article II, Section 4, <u>Section 7(B)</u> and Section 7(C)	Transfer of Membership to a Designated Property (defined in Item 12), and transfer of Membership associated with a sale of the Property.
l. Licensor approval of transfer by Member	Bylaws Article II, Section 4, <u>Section 7(B)</u> and Section 7(C)	You may not transfer Membership without our prior approval.
m. Conditions for licensor approval of transfer	Bylaws Article II, Section 4 and Section 7(~~E~~)	To transfer Membership from the Site to a Designated Property: (i) ownership must not change more than 50%, (ii) Designated Property must be within the same MMA as the Site, and distance between the Site and the Designated Property cannot exceed a certain designated distance, (iii) Designated Property not in an MMA of any Member nor where any Member has right to request an Impact Analysis, (iv) Designated Property has an MMA consistent with the criteria as described herein or determined by Board, (v) Best Western Identifying Marks associated with the relocated Property are same as or higher, (vi) Designated Property provides improved representation in the same relevant market, (vii) the Property at the Designated Property meets or exceeds

PROVISION	SECTION IN REGULATORY DOCUMENT	SUMMARY
		standards prior to relocating and commencing operations as a System Hotel, (viii) payment of relocation fee, (ix) the Designated Property is reviewed according to established policies and procedures, (x) request is presented to Board, (xi) the Property remains operating as a System Hotel in good standing at the Site until the relocation is completed, (xii) transition from the Site to the Designated Property is seamless, and (xiii) consistent adherence to our policy of always referring guests to the nearest Best Western. To transfer Membership associated with a sale of the Property: (i) the Property must have passed the past 2 inspections, (ii) you must provide required documents to the purchaser, (iii) the Property must be in compliance with the current design program, (iv) you must not be past due regarding conditions of Membership, and (v) you must be current with regard to all dues, fees and assessments.
n. Licensor's right of first refusal to acquire Member's business	Not applicable	Not applicable
o. Licensor's option to purchase Member's business	Not applicable	Not applicable
p. Death or disability of Member	Not applicable	Not applicable
q. Non-competition covenants during the term of the franchise	Not applicable	Not applicable
r.	Not applicable	Not applicable

PROVISION	SECTION IN REGULATORY DOCUMENT	SUMMARY
Non-competition covenants after the franchise is terminated or expires		
s. Modification of the agreement	Not applicable	Not applicable
t. Integration/merger clause	Section V of Membership Agreement	Only the terms of the Membership Agreement, Application for Membership, our approval letter and the Regulatory Documents (as each are amended from time to time) are enforceable (subject to state law). Any other promises may not be enforceable. However, nothing in the Membership Agreement or any related agreement is intended to disclaim our representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	Not applicable	Not applicable
v. Choice of forum	Section Q of Membership Agreement	The Membership Agreement will be deemed executed in Phoenix, Arizona. We are headquartered in Phoenix, Arizona, the majority of our records and employees are in Phoenix, Arizona, and Phoenix, Arizona is the most convenient forum for actions between us and you. (Subject to state law).
w. Choice of law	Section Q of Membership Agreement	The Membership Agreement will be governed by the laws of the State of Arizona without recourse to Arizona conflicts of law principles. (Subject to state law).

ITEM 18

PUBLIC FIGURES

We do not use any public figures to promote Memberships or licenses for System Hotels.

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

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 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.

We do not make any representations about a Member's future financial performance or the past financial performance of company-owned or Member-owned outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the licensor's management by contacting Jay Pricher, General Counsel and Corporate Secretary of Best Western International, Inc., at 6201 N. 24th Parkway, Phoenix, AZ 85016, 602-957-4200, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

Table 1
System-wide Outlet Summary
For years 202~~12~~¹⁴ to 202~~34~~³⁴

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of Year	Column 4 Outlets at the End of Year	Column 5 Net Change
~~Licensed~~	~~2021~~	~~1,857~~	~~1,878~~	~~+21~~
<u>Licensed</u>	2022	1,878	1,855	-23
	2023	1,855	1,801	-54
~~Company-Owned~~	202 ~~14~~ ¹⁴	~~0~~ <u>1,801</u>	~~0~~ <u>1,768</u>	~~0~~ <u>-33</u>
<u>Company Owned</u>	2022	0	2	+2
	2023	2	2	0
~~Total Outlets~~	202 ~~14~~ ¹⁴	~~1,857~~ <u>2</u>	~~1,878~~ <u>2</u>	~~+21~~ <u>0</u>

Column 1	Column 2	Column 3	Column 4	Column 5
Outlet Type	Year	Outlets at the Start of Year	Outlets at the End of Year	Net Change
<u>Total Outlets</u>	2022	1,878	1,857	-21
	2023	1,857	1,803	-54
	<u>2024</u>	<u>1,803</u>	<u>1,770</u>	<u>-33</u>

Table 2
Transfers of Outlets from Members to New Owners (other than the Licensor)
For years 2021~~2~~ to 2023~~3~~

Column 1	Column 2	Column 3
State	Year	Number of Transfers
~~Alabama~~	~~2021~~	~~3~~
<u>Alabama</u>	2022	2
	2023	2
~~Alaska~~	2021 ~~4~~	~~14~~
<u>Alaska</u>	2022	0
	2023	1
~~Arizona~~	2021 ~~4~~	1
<u>Arizona</u>	2022	7
	2023	2
~~Arkansas~~	2021 ~~4~~	~~04~~
<u>Arkansas</u>	2022	1
	2023	2
~~California~~	2021 ~~4~~	~~91~~
<u>California</u>	2022	8
	2023	4
~~Colorado~~		~~410~~

Column 1	Column 2	Column 3
State	Year	Number of Transfers
	202 ~~1~~ <u>4</u>	
<u>Colorado</u>	2022	5
	2023	2
~~Connecticut~~	202 ~~1~~ <u>4</u>	~~0~~ <u>3</u>
<u>Connecticut</u>	2022	2
	<u>2023</u>	<u>0</u>
	<u>2024</u>	<u>0</u>
<u>Florida</u>	<u>2022</u>	<u>6</u>
	2023	~~0~~ <u>2</u>
~~Florida~~	202 ~~1~~ <u>4</u>	~~4~~ <u>3</u>
<u>Georgia</u>	2022	~~6~~ <u>3</u>
	2023	~~2~~ <u>3</u>
~~Georgia~~	202 ~~1~~ <u>4</u>	~~2~~ <u>3</u>
<u>Iowa</u>	2022	~~3~~ <u>4</u>
	2023	~~3~~ <u>0</u>
~~Iowa~~	202 ~~1~~ <u>4</u>	~~1~~ <u>2</u>
<u>Idaho</u>	2022	~~4~~ <u>1</u>
	2023	~~0~~ <u>1</u>
~~Idaho~~	202 ~~1~~ <u>4</u>	~~1~~ <u>0</u>
<u>Illinois</u>	2022	~~1~~ <u>6</u>
	2023	~~1~~ <u>6</u>
~~Illinois~~	202 ~~1~~ <u>4</u>	~~2~~ <u>3</u>
<u>Indiana</u>	2022	6

Column 1	Column 2	Column 3
State	Year	Number of Transfers
	2023	~~6~~ <u>3</u>
~~Indiana~~	202 ~~1~~ <u>4</u>	~~1~~ <u>2</u>
<u>Kansas</u>	2022	~~6~~ <u>2</u>
	2023	~~3~~ <u>2</u>
~~Kansas~~	202 ~~1~~ <u>4</u>	~~0~~ <u>3</u>
	~~2022~~	~~2~~
	~~2023~~	~~2~~
Kentucky	202 ~~1~~ <u>2</u>	~~0~~ <u>3</u>
	202 ~~2~~ <u>3</u>	3
	202 ~~3~~ <u>4</u>	3
<u>Louisiana</u>	<u>2022</u>	<u>6</u>
~~Louisiana~~	202 ~~1~~ <u>3</u>	1
	<u>2024</u>	<u>2</u>
<u>Maine</u>	2022	~~6~~ <u>0</u>
	2023	1
	202 ~~1~~ <u>4</u>	~~1~~ <u>0</u>
~~Maine~~ <u>Maryland</u>	2022	0
	2023	~~1~~ <u>0</u>
~~Maryland~~	202 ~~1~~ <u>4</u>	0
<u>Massachusetts</u>	2022	0
	2023	0
	202 ~~1~~ <u>4</u>	~~1~~ <u>0</u>
~~Massachusetts~~ <u>Michigan</u>	2022	~~0~~ <u>1</u>

Column 1	Column 2	Column 3
State	Year	Number of Transfers
	2023	~~0~~ <u>3</u>
~~Michigan~~	202 ~~1~~ <u>4</u>	~~4~~ <u>0</u>
<u>Minnesota</u>	2022	~~1~~ <u>2</u>
	2023	~~3~~ <u>0</u>
~~Minnesota~~	202 ~~1~~ <u>4</u>	1
<u>Missouri</u>	2022	~~2~~ <u>1</u>
	2023	~~0~~ <u>4</u>
~~Missouri~~	202 ~~1~~ <u>4</u>	~~1~~ <u>2</u>
<u>Mississippi</u>	2022	~~1~~ <u>3</u>
	2023	~~4~~ <u>0</u>
~~Mississippi~~	202 ~~1~~ <u>4</u>	0
<u>Montana</u>	2022	~~3~~ <u>0</u>
	2023	~~0~~ <u>2</u>
~~Montana~~	202 ~~1~~ <u>4</u>	1
<u>Nebraska</u>	2022	0
	2023	~~2~~ <u>0</u>
~~Nebraska~~	202 ~~1~~ <u>4</u>	~~2~~ <u>1</u>
<u>New Hampshire</u>	2022	0
	2023	~~0~~ <u>1</u>
~~New Hampshire~~	202 ~~1~~ <u>4</u>	0
<u>New Jersey</u>	2022	~~0~~ <u>1</u>
	2023	~~1~~ <u>0</u>
~~New Jersey~~	202 ~~1~~ <u>4</u>	0

Column 1	Column 2	Column 3
State	Year	Number of Transfers
<u>New Mexico</u>	2022	~~1~~ <u>0</u>
	2023	~~0~~ <u>1</u>
~~New Mexico~~	202 ~~1~~ <u>4</u>	~~1~~ <u>0</u>
<u>New York</u>	2022	~~0~~ <u>1</u>
	2023	~~1~~ <u>3</u>
~~New York~~	202 ~~1~~ <u>4</u>	~~1~~ <u>2</u>
<u>Nevada</u>	2022	1
	2023	~~3~~ <u>1</u>
~~Nevada~~	202 ~~1~~ <u>4</u>	0
<u>North Carolina</u>	2022	1
	2023	~~1~~ <u>2</u>
~~North Carolina~~	202 ~~1~~ <u>4</u>	~~4~~ <u>3</u>
<u>North Dakota</u>	2022	1
	2023	~~2~~ <u>0</u>
~~North Dakota~~	202 ~~1~~ <u>4</u>	0
<u>Ohio</u>	2022	~~1~~ <u>2</u>
	2023	~~0~~ <u>1</u>
~~Ohio~~	202 ~~1~~ <u>4</u>	~~0~~ <u>5</u>
<u>Oklahoma</u>	2022	~~2~~ <u>4</u>
	2023	1
~~Oklahoma~~	202 ~~1~~ <u>4</u>	~~1~~ <u>2</u>
<u>Oregon</u>	2022	4
	2023	~~1~~ <u>0</u>

Column 1	Column 2	Column 3
State	Year	Number of Transfers
~~Oregon~~	202 ~~1~~ <u>4</u>	1
<u>Pennsylvania</u>	2022	~~4~~ <u>0</u>
	2023	0
~~Pennsylvania~~	202 ~~1~~ <u>4</u>	~~2~~ <u>1</u>
<u>Rhode Island</u>	2022	0
	2023	0
~~Rhode Island~~	202 ~~1~~ <u>4</u>	0
<u>South Carolina</u>	2022	~~0~~ <u>2</u>
	2023	~~0~~ <u>1</u>
~~South Carolina~~	202 ~~1~~ <u>4</u>	~~0~~ <u>2</u>
<u>South Dakota</u>	2022	2
	2023	1
~~South Dakota~~	202 ~~1~~ <u>4</u>	~~0~~ <u>2</u>
<u>Tennessee</u>	2022	2
	2023	1
~~Tennessee~~	202 ~~1~~ <u>4</u>	1
<u>Texas</u>	2022	~~2~~ <u>0</u>
	2023	~~1~~ <u>5</u>
~~Texas~~	202 ~~1~~ <u>4</u>	13
<u>Utah</u>	2022	~~2~~ <u>0</u> <u>3</u>
	2023	~~1~~ <u>5</u>
~~Utah~~	202 ~~1~~ <u>4</u>	~~3~~ <u>1</u>
<u>Vermont</u>	2022	~~3~~ <u>0</u>

Column 1	Column 2	Column 3
State	Year	Number of Transfers
	2023	~~1~~ <u>0</u>
~~Virginia~~	202 ~~1~~ <u>4</u>	~~2~~ <u>1</u>
<u>Virginia</u>	2022	3
	2023	4
~~Vermont~~	202 ~~1~~ <u>4</u>	~~0~~ <u>3</u>
<u>Washington</u>	2022	~~0~~ <u>7</u>
	2023	0
~~Washington~~	202 ~~1~~ <u>4</u>	2
<u>West Virginia</u>	2022	~~7~~ <u>0</u>
	2023	0
~~West Virginia~~	202 ~~1~~ <u>4</u>	0
<u>Wisconsin</u>	2022	~~0~~ <u>8</u>
	2023	~~0~~ <u>3</u>
~~Wisconsin~~	202 ~~1~~ <u>4</u>	~~1~~ <u>4</u>
<u>Wyoming</u>	2022	~~8~~ <u>0</u>
	2023	~~3~~ <u>0</u>
~~Wyoming~~	202 ~~1~~ <u>4</u>	~~0~~ <u>1</u>
<u>Totals</u>	2022	~~0~~ <u>131</u>
	2023	~~8~~ <u>0</u>
~~Totals-~~	202 ~~1~~ <u>4</u>	~~7~~ <u>93</u>
	~~2022~~	~~130~~
	~~2023~~	~~78~~

Table 3
Status of Licensed Outlets
For years 2021~~2~~ to 2023~~4~~

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termination s	Col. 6 Non- Renewal s	Col. 7 Reacquire d By Licensor	Col. 8 Ceased Operation s - Other Reasons	Col. 9 Outlets at End of the Year
Alabama	2021	32	0	0	0	0	0	32
<u>Alabama</u>	2022	32	0	0	0	0	0	32
	2023	32	1	0	0	0	0	33
Alaska	2021~~4~~	~~11~~33	0	~~10~~	0	0	0	~~10~~33
<u>Alaska</u>	2022	10	0	1	0	0	0	9
	2023	9	0	0	0	0	0	9
Arizona	2021~~4~~	~~52~~9	~~30~~	~~20~~	0	0	0	~~53~~9
<u>Arizona</u>	2022	53	2	0	1	0	0	54
	2023	54	3	1	1	0	1	54
Arkansas	2021~~4~~	~~25~~4	0	0	0	0	0	~~25~~4
<u>Arkansas</u>	2022	24	0	2	1	0	0	21
	2023	21	1	0	1	0	0	21
California	2021~~4~~	~~253~~1	~~20~~	~~40~~	0	0	0	~~25~~1
<u>California</u>	2022	251	3	5	1	0	0	248
	2023	248	3	0	1	0	1	249
Colorado	2021~~4~~	~~240~~9	1	~~30~~	~~0~~3	0	~~0~~1	~~38~~246
<u>Colorado</u>	2022	38	1	1	0	0	0	38
	2023	38	0	2	1	0	0	35
Connecticut	2021~~4~~	~~63~~5	~~0~~1	0	0	0	0	~~3~~6
<u>Connecticut</u>	2022	6	0	0	0	0	0	6
	2023	6	0	0	0	0	0	6
Delaware	2021~~4~~	~~26~~	~~0~~2	0	~~0~~1	0	0	~~2~~7
<u>Delaware</u>	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termination s	Col. 6 Non- Renewal s	Col. 7 Reacquire d By Licensor	Col. 8 Ceased Operation s - Other Reasons	Col. 9 Outlets at End of the Year
~~District of Columbia~~	~~2021~~ <u>4</u>	~~0~~ <u>2</u>	0	0	0	0	0	~~0~~ <u>2</u>
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
~~Florida~~	~~2021~~ <u>4</u>	~~90~~ <u>90</u>	~~2~~ <u>2</u>	~~1~~ <u>1</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~91~~ <u>91</u>
<u>Florida</u>	2022	91	2	1	0	0	0	92
	2023	92	1	1	5	0	0	87
~~Georgia~~	~~2021~~ <u>4</u>	~~48~~ <u>7</u>	~~10~~ <u>10</u>	0	~~0~~ <u>9</u>	0	0	~~47~~ <u>8</u>
<u>Georgia</u>	2022	48	2	1	1	0	0	48
	2023	48	2	0	3	0	0	47
~~Hawaii~~	~~2021~~ <u>4</u>	~~24~~ <u>7</u>	0	0	~~0~~ <u>3</u>	0	0	~~24~~ <u>4</u>
<u>Hawaii</u>	2022	2	0	0	0	0	0	2
	2023	2	0	0	1	0	0	1
~~Idaho~~	~~2021~~ <u>4</u>	~~22~~ <u>1</u>	0	0	0	0	0	~~22~~ <u>1</u>
<u>Idaho</u>	2022	22	0	0	0	0	0	22
	2023	22	0	0	0	0	0	22
~~Illinois~~	~~2021~~ <u>4</u>	~~57~~ <u>22</u>	~~10~~ <u>10</u>	0	~~10~~ <u>10</u>	0	0	~~57~~ <u>22</u>
<u>Illinois</u>	2022	57	2	1	1	0	0	57
	2023	57	2	0	3	0	0	56
~~Indiana~~	~~2021~~ <u>4</u>	~~32~~ <u>56</u>	~~41~~ <u>41</u>	0	~~0~~ <u>3</u>	0	~~0~~ <u>1</u>	~~53~~ <u>6</u>
<u>Indiana</u>	2022	36	1	1	0	0	0	36
	2023	36	1	0	3	0	0	34
~~Iowa~~	~~2021~~ <u>4</u>	~~18~~ <u>34</u>	0	~~0~~ <u>1</u>	~~0~~ <u>1</u>	0	0	~~18~~ <u>32</u>
<u>Iowa</u>	2022	18	1	0	0	0	0	19
	2023	19	0	0	2	0	0	17
~~Kansas~~	~~2021~~ <u>4</u>	~~28~~ <u>17</u>	~~31~~ <u>31</u>	~~10~~ <u>10</u>	~~0~~ <u>2</u>	0	0	~~30~~ <u>16</u>
<u>Kansas</u>	2022	30	2	3	1	0	1	27
	2023	27	0	0	1	0	1	25
~~Kentucky~~	~~2021~~ <u>4</u>	~~31~~ <u>25</u>	1	~~10~~ <u>10</u>	0	0	0	~~31~~ <u>26</u>

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termination s	Col. 6 Non- Renewal s	Col. 7 Reacquire d By Licensor	Col. 8 Ceased Operation s - Other Reasons	Col. 9 Outlets at End of the Year
	<u>4</u>							
Kentucky	2022	31	0	0	0	0	0	31
	2023	31	0	1	2	0	0	28
~~Louisiana~~	~~2021~~ <u>4</u>	~~42~~ <u>8</u>	~~12~~ <u>1</u>	~~10~~ <u>0</u>	~~10~~ <u>0</u>	0	0	~~41~~ <u>30</u>
Louisiana	2022	41	1	1	0	0	0	41
	2023	41	2	2	1	0	1	39
~~Maine~~	~~2021~~ <u>4</u>	~~8~~ <u>39</u>	~~0~~ <u>1</u>	0	~~0~~ <u>2</u>	0	~~0~~ <u>1</u>	~~8~~ <u>37</u>
Maine	2022	8	1	0	0	0	0	9
	2023	9	0	0	0	0	0	9
~~Maryland~~	~~2021~~ <u>4</u>	~~17~~ <u>9</u>	0	0	0	0	0	~~17~~ <u>9</u>
Maryland	2022	17	0	0	0	0	0	17
	2023	17	1	0	0	0	0	18
~~Massachusetts~~	~~2021~~ <u>4</u>	~~21~~ <u>8</u>	~~10~~ <u>0</u>	0	0	0	0	~~22~~ <u>18</u>
Massachusetts	2022	22	0	0	0	0	0	22
	2023	22	0	0	2	0	0	20
~~Michigan~~	~~2021~~ <u>4</u>	~~33~~ <u>20</u>	~~10~~ <u>0</u>	~~10~~ <u>0</u>	~~0~~ <u>2</u>	0	0	~~33~~ <u>18</u>
Michigan	2022	33	0	2	0	0	0	31
	2023	31	0	1	0	0	0	30
~~Minnesota~~	~~2021~~ <u>4</u>	~~26~~ <u>30</u>	~~10~~ <u>0</u>	1	~~0~~ <u>1</u>	0	0	~~26~~ <u>8</u>
Minnesota	2022	26	2	1	1	0	0	26
	2023	26	0	1	1	0	0	24
~~Mississippi~~	~~2021~~ <u>4</u>	~~22~~ <u>4</u>	~~0~~ <u>1</u>	~~10~~ <u>0</u>	~~0~~ <u>2</u>	0	0	~~21~~ <u>3</u>
Mississippi	2022	21	0	0	1	0	0	20
	2023	20	0	1	0	0	0	19
~~Missouri~~	~~2021~~ <u>4</u>	~~37~~ <u>19</u>	~~10~~ <u>0</u>	~~10~~ <u>0</u>	~~0~~ <u>1</u>	0	0	~~37~~ <u>18</u>
Missouri	2022	37	1	1	0	0	0	37
	2023	37	0	2	0	0	0	35
~~Montana~~	~~2021~~ <u>4</u>	~~19~~ <u>35</u>	~~0~~ <u>1</u>	0	0	0	~~0~~ <u>1</u>	~~19~~ <u>35</u>

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termination s	Col. 6 Non- Renewal s	Col. 7 Reacquire d By Licensor	Col. 8 Ceased Operation s - Other Reasons	Col. 9 Outlets at End of the Year
	<u>4</u>							
<u>Montana</u>	2022	19	0	0	0	0	0	19
	2023	19	0	0	0	0	0	19
~~Nebraska~~	~~2024~~ <u>4</u>	~~14~~ <u>19</u>	~~0~~ <u>1</u>	~~0~~ <u>1</u>	0	0	0	~~14~~ <u>19</u>
<u>Nebraska</u>	2022	11	0	0	1	0	0	10
	2023	10	0	0	0	0	0	10
~~Nevada~~	~~2024~~ <u>4</u>	~~16~~ <u>60</u>	0	0	0	0	0	~~16~~ <u>60</u>
<u>Nevada</u>	2022	16	1	0	0	0	0	17
	2023	17	0	0	0	0	0	17
~~New-Hampshire~~	~~2024~~ <u>4</u>	~~9~~ <u>17</u>	~~10~~	0	0	0	0	~~10~~ <u>7</u>
<u>New Hampshire</u>	2022	10	0	0	0	0	0	10
	2023	10	0	0	0	0	0	10
~~New Jersey~~	~~2024~~ <u>4</u>	~~19~~ <u>90</u>	~~10~~	~~10~~	0	0	0	~~19~~ <u>90</u>
<u>New Jersey</u>	2022	19	0	2	0	0	3	14
	2023	14	0	1	0	0	0	13
~~New Mexico~~	~~2024~~ <u>4</u>	~~25~~ <u>13</u>	~~0~~ <u>2</u>	0	~~0~~ <u>1</u>	0	0	~~25~~ <u>14</u>
<u>New Mexico</u>	2022	25	1	0	0	0	0	26
	2023	26	1	0	1	0	0	26
~~New York~~	~~2024~~ <u>4</u>	~~55~~ <u>26</u>	~~40~~	0	~~0~~ <u>1</u>	0	0	~~2~~ <u>59</u>
<u>New York</u>	2022	59	3	1	1	0	0	60
	2023	60	3	0	4	0	0	59
~~North Carolina~~	~~2024~~ <u>4</u>	~~38~~ <u>59</u>	~~12~~	~~0~~ <u>1</u>	0	0	~~0~~ <u>1</u>	~~3~~ <u>59</u>
<u>North Carolina</u>	2022	39	0	0	1	0	1	37
	2023	37	0	1	1	0	0	35
~~North Dakota~~	~~2024~~ <u>4</u>	~~4~~ <u>35</u>	~~0~~ <u>1</u>	~~0~~ <u>1</u>	~~0~~ <u>3</u>	0	0	~~4~~ <u>32</u>
<u>North Dakota</u>	2022	4	0	0	0	0	0	4

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termination s	Col. 6 Non- Renewal s	Col. 7 Reacquire d By Licensor	Col. 8 Ceased Operation s - Other Reasons	Col. 9 Outlets at End of the Year
	2023	4	0	0	0	0	0	4
~~Ohio~~	~~2021~~ <u>4</u>	~~44~~	~~10~~	0	0	0	0	~~45~~
<u>Ohio</u>	2022	45	0	1	2	0	0	42
	2023	42	1	2	2	0	0	39
~~Oklahoma~~	~~2021~~ <u>4</u>	~~40~~ <u>39</u>	~~10~~	0	0	0	0	~~41~~ <u>39</u>
<u>Oklahoma</u>	2022	41	1	1	0	0	0	41
	2023	41	2	1	0	0	0	42
~~Oregon~~	~~2021~~ <u>4</u>	~~58~~ <u>42</u>	~~21~~	~~30~~	1	0	0	~~56~~ <u>42</u>
<u>Oregon</u>	2022	56	2	1	0	0	0	57
	2023	57	2	0	2	0	1	56
~~Pennsylvania~~	~~2021~~ <u>4</u>	~~44~~ <u>56</u>	~~20~~	0	0	0	~~10~~	~~45~~ <u>6</u>
<u>Pennsylvania</u>	2022	45	0	0	0	0	0	45
	2023	45	1	2	2	0	0	42
~~Rhode Island~~	~~2021~~ <u>4</u>	~~42~~	~~0~~ <u>4</u>	0	~~0~~ <u>5</u>	0	~~0~~ <u>1</u>	~~2~~ <u>40</u>
<u>Rhode Island</u>	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
~~South Carolina~~	~~2021~~ <u>4</u>	~~27~~	~~10~~	0	0	0	0	~~28~~
<u>South Carolina</u>	2022	28	0	0	1	0	0	27
	2023	27	1	0	1	0	0	27
~~South Dakota~~	~~2021~~ <u>4</u>	~~12~~ <u>7</u>	~~0~~ <u>1</u>	~~10~~	~~0~~ <u>1</u>	0	0	~~16~~ <u>27</u>
<u>South Dakota</u>	2022	16	1	0	0	0	0	17
	2023	17	0	0	0	0	0	17
~~Tennessee~~	~~2021~~ <u>4</u>	~~31~~ <u>7</u>	~~40~~	0	0	0	0	~~41~~ <u>7</u>
<u>Tennessee</u>	2022	41	1	0	0	0	0	42
	2023	42	0	0	1	0	0	41
~~Texas~~	~~2021~~ <u>4</u>	~~239~~ <u>41</u>	~~80~~	~~30~~	0	0	~~0~~ <u>1</u>	~~244~~ <u>0</u>
<u>Texas</u>	2022	244	3	10	1	0	0	236

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termination s	Col. 6 Non- Renewal s	Col. 7 Reacquire d By Licensor	Col. 8 Ceased Operation s - Other Reasons	Col. 9 Outlets at End of the Year
	2023	236	4	6	8	0	0	226
~~Utah~~	~~2024~~	~~38~~ <u>226</u>	~~15~~	0	~~0~~ <u>4</u>	0	~~0~~ <u>2</u>	~~39~~ <u>225</u>
<u>Utah</u>	2022	39	1	1	0	0	0	39
	2023	39	0	0	1	0	0	38
~~Vermont~~	~~2024~~	~~5~~ <u>38</u>	0	0	~~0~~ <u>1</u>	0	0	~~5~~ <u>37</u>
<u>Vermont</u>	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
~~Virginia~~	~~2024~~	~~38~~ <u>5</u>	~~10~~	0	0	0	0	~~39~~ <u>5</u>
<u>Virginia</u>	2022	39	2	1	0	0	2	38
	2023	38	0	0	1	0	0	37
~~Washington~~	~~2024~~	~~60~~ <u>37</u>	~~0~~ <u>1</u>	~~30~~	~~0~~ <u>2</u>	0	0	~~57~~ <u>36</u>
<u>Washington</u>	2022	57	2	1	1	0	1	56
	2023	56	0	1	0	0	1	54
~~West Virginia~~	~~2024~~	~~5~~ <u>4</u>	~~0~~ <u>1</u>	0	0	0	0	~~4~~ <u>55</u>
<u>West Virginia</u>	2022	4	2	0	0	0	0	6
	2023	6	0	0	1	0	0	5
~~Wisconsin~~	~~2024~~	~~39~~ <u>5</u>	~~40~~	~~10~~	~~0~~ <u>1</u>	0	0	~~42~~
<u>Wisconsin</u>	2022	42	0	1	0	0	0	41
	2023	41	0	0	1	0	0	40
~~Wyoming~~	~~2024~~	~~16~~ <u>40</u>	0	0	0	0	0	~~16~~ <u>40</u>
<u>Wyoming</u>	2022	16	1	0	0	0	0	17
	2023	17	0	0	0	0	0	17
~~Totals-~~	~~2024~~	~~1,85~~ <u>7</u>	~~55~~ <u>0</u>	~~30~~	~~30~~	0	~~10~~	~~1,87~~ <u>8</u>
<u>Totals</u>	2022	1,878	42	41	16	0	8	1,855
	2023	1,855	32	26	54	0	6	1,801
	<u>2024</u>	<u>1,801</u>	<u>31</u>	<u>5</u>	<u>50</u>	<u>0</u>	<u>9</u>	<u>1,768</u>

Table 4
Status of Company-Owned Outlets
For years 2021 to 2023*

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired From Member	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Member	Col. 8 Outlets at End of the Year
Arizona	2021	0	0	0	0	0	0
Arizona	2022	0	1	0	0	0	1
	2023	1	0	0	0	0	1
Colorado	2021	0	0	0	0	0	0
Colorado	2022	0	1	0	0	0	1
	2023	1	0	0	0	0	1
Totals	2021	0	0	0	0	0	0
Totals	2022	0	2	0	0	0	2
	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2

* We include in this table System Hotels that, through two of our subsidiaries, we own (or have a majority ownership interest in), each of which is operated by a third-party management company.

Table 5
Projected Openings As of November 30, 2023

Column 1 State	Column 2 Membership Agreements Signed but Outlets Not Opened	Column 3 Projected New Licensed Outlets In The New Fiscal Year	Column 4 Projected New Company-Owned Outlets In The New Fiscal Year
Alabama	~~0~~ <u>2</u>	0	0
Arizona	~~0~~ <u>2</u>	~~1~~ <u>2</u>	0
~~Arkansas~~ <u>California</u>	~~0~~ <u>6</u>	~~0~~ <u>7</u>	0
~~California~~ <u>Colorado</u>	~~3~~ <u>1</u>	1	0
~~Colorado~~ <u>Connecticut</u>	~~1~~ <u>0</u>	~~2~~ <u>1</u>	0
~~Connecticut~~ <u>Florida</u>	~~1~~ <u>3</u>	~~2~~ <u>4</u>	0
~~Florida~~ <u>Georgia</u>	~~5~~ <u>6</u>	~~1~~ <u>2</u>	0
~~Georgia~~ <u>Illinois</u>	3	~~0~~ <u>3</u>	0
~~Illinois~~	~~4~~	~~2~~	~~0~~
Indiana	0	1	0
Kansas	1	0	0
~~Kentucky~~ <u>Louisiana</u>	~~3~~ <u>1</u>	~~1~~ <u>2</u>	0
~~Louisiana~~ <u>Maine</u>	0	1	0
~~Maine~~	~~1~~	~~1~~	~~0~~
Maryland	0	~~1~~ <u>2</u>	0
~~Massachusetts~~ <u>Michigan</u>	0	1	0
~~Minnesota~~	~~1~~	~~1~~	~~0~~
~~Michigan~~ <u>Minnesota</u>	1	0	0
Mississippi	~~2~~ <u>0</u>	~~2~~ <u>3</u>	0
~~Missouri~~	~~2~~	~~2~~	~~0~~
~~Montana~~ <u>Missouri</u>	~~1~~ <u>0</u>	~~0~~ <u>1</u>	0
~~New~~	~~0~~	~~0~~	~~0~~

Column 1 State	Column 2 Membership Agreements Signed but Outlets Not Opened	Column 3 Projected New Licensed Outlets In The New Fiscal Year	Column 4 Projected New Company-Owned Outlets In The New Fiscal Year
~~Hampshire~~			
New Jersey	1	1	0
New ~~York~~ <u>Mexico</u>	~~0~~ <u>1</u>	~~1~~ <u>0</u>	0
~~North-Carolina~~ <u>New York</u>	~~2~~ <u>4</u>	~~0~~ <u>1</u>	0
~~Ohio~~ <u>North Carolina</u>	0	~~0~~ <u>1</u>	0
~~Oklahoma~~ <u>Ohio</u>	1	~~0~~ <u>1</u>	0
~~Oregon~~ <u>Oklahoma</u>	~~1~~ <u>0</u>	~~0~~ <u>1</u>	0
Pennsylvania	~~3~~ <u>1</u>	~~1~~ <u>0</u>	0
~~Puerto-Rico~~ <u>South Carolina</u>	~~0~~ <u>1</u>	0	0
~~South-Carolina~~ <u>Tennessee</u>	1	~~0~~ <u>1</u>	0
~~Tennessee~~ <u>Texas</u>	~~3~~ <u>4</u>	~~2~~ <u>8</u>	0
~~Texas~~ <u>Utah</u>	~~7~~ <u>2</u>	~~2~~ <u>1</u>	0
~~Utah~~ <u>Virginia</u>	1	0	0
~~Virginia~~ <u>Washington</u>	~~0~~ <u>2</u>	~~0~~ <u>1</u>	0
~~Washington~~ <u>West Virginia</u>	~~3~~ <u>1</u>	~~0~~ <u>1</u>	0
Wisconsin	~~0~~ <u>1</u>	0	0
~~Totals~~ <u>Wyoming</u>	~~5~~ <u>20</u>	~~2~~ <u>71</u>	0
<u>Totals</u>	<u>47</u>	<u>49</u>	<u>0</u>

Exhibit G lists the names of all Members operating a System Hotel as of the end of our last fiscal year, along with each System Hotel's address and telephone number. Exhibit G also lists the names of the Members that signed Membership Agreements as of the end of our last fiscal year but had not yet opened their System Hotels, along with the addresses and telephone numbers of the System Hotels they will open, if available, or, if not available, the Members' cities and states and business telephone numbers or e-mail addresses.

Exhibit G also includes the Members who had a System Hotel terminated, canceled, transferred, or not renewed, or otherwise voluntarily or involuntarily ceased to do business under our Membership Agreement during our last fiscal year or who have not communicated with us within 10 weeks of this Disclosure Document's issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the System.

During the last 3 fiscal years, no current or former Members have signed confidentiality clauses that restrict them from discussing with you their experiences as a Member.

There are currently no trademark-specific franchisee organizations.

ITEM 21

FINANCIAL STATEMENTS

Exhibit E contains our audited consolidated financial statements (and the related notes) for the years ended November 30, 202~~3~~4, November 30, 202~~2~~3 and November 30, 202~~1~~2.

ITEM 22

CONTRACTS

The following agreements are exhibits:

Exhibit C	Membership Agreement
Exhibit H	State Addenda to Membership Agreement
Exhibit J-1	202 ~~4~~ <u>5</u> Bylaws and Articles
Exhibit J-2	202 ~~4~~ <u>5</u> Rules and Regulations
Exhibit J-3	202 ~~4~~ <u>5</u> Membership Fees
Exhibit K- ~~1~~	AutoClerk Cloud PMS Software as a Service Agreement
~~Exhibit K-2~~	~~AutoClerk PMS End User License Agreement~~

ITEM 23

RECEIPTS

Our and your copies of the receipt to this Disclosure Document are located on Exhibit L, which is the last two pages of this Disclosure Document.

EXHIBIT A TO FDD

LIST OF STATE ADMINISTRATORS

Listed here is the contact information for each of the state agencies responsible for franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states.

CALIFORNIA

Office of the Commissioner
California Department of Financial
Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013-2344
(866) 275-2677

HAWAII

Commissioner of Securities of the State of
Hawaii
Department of Commerce and Consumer
Affairs,
Business Registration Division,
Securities Compliance Branch
335 Merchant Street, Room 205
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS

Franchise ~~Division~~Bureau
Office of Attorney General
State of Illinois
500 South Second Street
Springfield, Illinois ~~62706~~62701
(217) 782-4465

INDIANA

Franchise Section
Indiana Securities Commission
302 West Washington Street, Room E-111
Indianapolis, Indiana 46204
(317) 232-6681

MARYLAND

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

MICHIGAN

Corporate Oversight Division
Antitrust and Franchise Unit
Michigan Department of Attorney General
G. Mennen Williams Building, 1st Floor
525 W. Ottawa Street
Lansing, Michigan 48913
(517) 335-~~7599~~7567

MINNESOTA

Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101-2198
(651) 539-1600

NEW YORK

New York State Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005
(212) 416-8222

NORTH DAKOTA

North Dakota Securities Department
600 East Boulevard Avenue, 14th Floor
Bismarck, North Dakota 58505
(701) 328-2910

OREGON

Dept. of Consumer & Business Services
Division of Financial Regulation
~~Corporate Securities Section~~
350 Winter St. NE, Rm. 410
Salem, OR 97301-3881
(503) 378-4140

RHODE ISLAND

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

SOUTH DAKOTA

Department of Labor and Regulation
Division of Insurance -Securities Regulation
124 S. Euclid Ave., 2nd Floor
Pierre, South Dakota 57501-3185
(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

WASHINGTON

Securities Division
Department of Financial Institutions
150 Israel Rd. SW
Tumwater, WA 98501
(360) 902-8760

WISCONSIN

Division of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-0448

EXHIBIT B TO FDD

LIST OF STATE AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states. If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process. There also may be additional agents appointed in some of the states listed.

CALIFORNIA

Commissioner of the Department of
Financial Protection and Innovation:
Toll Free: 1 (866) 275-2677
Suite 750
320 West 4th Street
Los Angeles, California 90013-2344
(213) 576-7500
(415) 972-~~8559~~8565

HAWAII

Commissioner of Securities
Business Registration Division
Department of Commerce
and Consumer Affairs
335 Merchant Street, Room 205
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS

Attorney General of the State of Illinois
500 South Second Street
Springfield, Illinois ~~62706~~62701
(217) 782-4465

INDIANA

Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6531

MARYLAND

Maryland Securities Commissioner
at the Office of Attorney General-
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

MICHIGAN

Office of the Attorney General - ~~Consumer~~
~~Protection-Corporate Oversight~~ Division
Franchise Section
G. Mennen Williams Bldg., 1st Floor
525 West Ottawa Street
Lansing, Michigan 48913
(517) 335-~~7599~~7567

MINNESOTA

Commissioner of Commerce
Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101-2198
(651) 539-1600

NEW YORK

Secretary of State of the State of New York
Division of Corporations, State Records &
Uniform Commercial Code
One Commerce Plaza
99 Washington Avenue, 6th Floor
Albany, New York 12231
(518) 473-2492

NORTH DAKOTA

Securities Commissioner, State of North
Dakota
600 East Boulevard Avenue, 14th Floor,
Bismarck, North Dakota 58505-0510
(701) 328-2910

WISCONSIN

Administrator, Division of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-0448

OREGON

Oregon Dept. of Consumer & Business
Services Division of Financial Regulation
Corporate Securities Section
350 Winter Street NE, Room 410
Salem, Oregon 97301-3881
(503) 378-~~4387~~4140

RHODE ISLAND

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

SOUTH DAKOTA

Department of Labor and Regulation
Division of Insurance – Securities Regulation
124 S. Euclid Ave., 2nd Floor
Pierre, SD 57501
(605) 773-3563

VIRGINIA

Clerk, Virginia State Corporation Commission
1300 East Main Street, 9th Floor
Richmond, Virginia 23219
(804) 371-9733

WASHINGTON

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

EXHIBIT C TO FDD
MEMBERSHIP AGREEMENT

~~BEST WESTERN INTERNATIONAL, INC.~~

~~MEMBERSHIP AGREEMENT~~

BEST WESTERN INTERNATIONAL, INC.

MEMBERSHIP AGREEMENT

THIS MEMBERSHIP AGREEMENT ("AGREEMENT") SHALL BE BINDING AND EFFECTIVE AS BETWEEN THE UNDERSIGNED PARTIES, TO INCLUDE BOTH THE OWNER/LESSEE AND THE VOTING MEMBER (COLLECTIVELY, "MEMBER"), AND BEST WESTERN INTERNATIONAL, INC. ("BEST WESTERN"), ONLY UPON RECEIPT BY BEST WESTERN OF A FULLY-EXECUTED ORIGINAL OF THIS AGREEMENT, THE TERMS OF APPROVAL LETTER ("APPROVAL LETTER"), AND THE PAYMENT OF ALL REQUIRED FEES.

THIS AGREEMENT INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS AND ALL INFORMATION PROVIDED IN THE APPLICATION FOR MEMBERSHIP ("APPLICATION") AS PREVIOUSLY SUBMITTED TO BEST WESTERN, THE TERMS OF APPROVAL LETTER, BEST WESTERN'S BYLAWS, RULES AND REGULATIONS, AND ALL OTHER REGULATORY DOCUMENTS. ALL CAPITALIZED TERMS HEREIN NOT OTHERWISE DEFINED SHALL HAVE THE MEANING PROVIDED IN BEST WESTERN'S BYLAWS AND RULES AND REGULATIONS.

A. Membership Rights and Obligations

1. Best Western is a Membership organization, organized as a non-profit corporation pursuant to Arizona Revised Statutes § 10-3101, *et seq.*, providing rights and obligations as set forth by the Membership in this Agreement, Best Western's Bylaws, Rules and Regulations, and all other Regulatory Documents (as that term is defined in Best Western's Bylaws). In connection only with the Property designated in this Agreement ("Property"), Best Western agrees to provide to Member all rights, and Member agrees to abide by all obligations, as may be established from time to time in Best Western's Regulatory Documents, all of which are accessible to Member or available upon request. This Agreement incorporates the rights and obligations of the Regulatory Documents, as amended from time to time.
2. Member agrees to timely pay all fees, dues, charges, and assessments imposed generally on the Membership by the Best Western Board of Directors ("Board") or the Membership, and the cost of all goods or services provided by or ordered through Best Western. Member agrees to allow Best Western to automatically debit Member's bank account each month in the amount owing Best Western. Member agrees to electronic monthly statements. Past due amounts shall bear interest at the rate of one and one half percent (1.5%) per month from the due date until paid, provided that such interest charge shall in no way authorize or excuse late payments or limit Best Western's rights and remedies against Member.
3. When grounds for cancellation or termination exist because of a Member default (as more fully set forth below), the Board may, in lieu of cancellation or termination, impose additional conditions to Membership. These may include, for example, higher quality assurance requirements, additional design requirements, or restriction of rights or services.

B. Term

1. The Effective Date of this Agreement is the date of execution; however, Membership rights shall not be granted until such time as the Property has been activated on Best Western's reservations systems and the ~~Extended Length~~ Extended- Length Term of ~~fifteen~~ twenty (~~15~~ 20) years (~~one hundred and eightytwo~~ hundred and forty (~~18~~ 24) months) has begun.

2. The initial term of this Agreement, and any and all Membership rights, shall begin on the first day the Member's Property is activated on Best Western's reservations systems and will end on the last day of Best Western's fiscal year during which the last day of the ~~one hundred and eightieth (180th)~~ two hundred and fortieth (240th) month falls ("Extended-Length Term"). Thereafter, this Agreement ~~may be~~ shall automatically renewed for ~~additional one hundred and eighty~~ successive one hundred and twenty (120) month terms ~~as provided in Best Western's Bylaws~~ (each a "Renewal Term") unless either Best Western or the Member provides the other with written notice of its intent to not renew at least twelve (12) months prior to the end of the then-current Term. The Extended-Length Term and Renewal Term(s) may be collectively referred to herein as the "Term."
3. If a Membership is transferred during the Term pursuant to Article II, Section 7 (B) or (C) of Best Western's Bylaws, the remainder of the Term will transfer with the transfer of the Membership.

C. Fees and Dues

All fees, dues, charges, and assessments shall be calculated, due, and owing as they apply to all other Best Western Members with the exception of Monthly Fees, which shall be equal to _____ percent (____%) of the Property's ~~Room Revenue~~ unless and until otherwise determined by the Membership in accordance with Best Western's Regulatory Documents. Upon resignation, termination, or cancellation of Membership, the Member shall owe certain fees, dues, charges, assessments, and other damages to Best Western, as discussed in greater detail below in Section F.

D. Grant of License

Best Western grants to Member, but only as permitted by its Regulatory Documents, a non-exclusive license to use, at and in connection with the Property, the "Best Western" name and those Best Western trademarks, service marks, domain names, and other identifying marks, words, letters, designs, names, or symbols as set forth from time to time in the Brand Identity Manual (collectively "Best Western Identifying Marks").

E. Resignation, Cancellation or Termination of Agreement

This Agreement shall terminate: (1) upon sale or lease of the Property, or transfer of control of the Property, as more fully set forth in the Bylaws; or (2) upon Member's default of any obligation to Best Western, as more fully set forth in the Bylaws, Rules and Regulations, and Regulatory Documents, to include, for the avoidance of doubt and without limitation, Member's failure to make timely payment of any fees, dues, assessments, or charges owed Best Western, or Member's failure to comply with all applicable laws; or (3) upon Member's resignation from the Membership.

F. Rights and Duties Upon Resignation, Cancellation or Termination of Agreement/License

1. The license provided hereunder shall terminate immediately upon resignation of Member from the Membership or cancellation or termination of this Agreement. Within fifteen (15) days of resignation, cancellation or termination of the Agreement, the Property and Member shall cease use of and remove from public view all Best Western Identifying Marks (e.g. signs and logo'd items) and transfer to Best Western any domains containing any Best Western Identifying Marks (including, but not limited to, any domain names containing "best," "western," "bw," or any combination thereof). This prohibition includes any representation, directly or indirectly, that the Property was formerly affiliated with Best Western.
2. Furthermore, upon resignation, cancellation or termination, Member shall actively take such steps as may be necessary to cause the cessation of all advertising and distribution of promotional material, to include for the avoidance of doubt and without limitation, online material containing any Best Western Identifying Marks, and shall not use anything consisting of or incorporating any part of any Best Western Identifying Marks or which singularly or together are similar in spelling, sound, appearance or otherwise to any Best Western Identifying Mark. Pursuant to this section F, Member shall also take reasonable steps to notify all third-party advertisers marketing the Property, online or in other media, that the Property is no longer affiliated with Best Western. Reasonable steps shall include, but not be limited to, contacting third-party travel websites (e.g., Expedia,

Travelocity, Orbitz, Priceline, and Hotwire) to ensure that those third parties cease the advertising and distribution of promotional material containing any Best Western Identifying Marks in connection with the Property. The Member's obligation with respect to correcting all advertising – whether the Member contracted for the advertising or otherwise – is a continuing obligation.

3. For each day that any Best Western Identifying Mark is used in connection with the Property, after fifteen (15) days following resignation, cancellation or termination of this Agreement, Best Western may elect to claim from Member daily damages in an amount equal to fifteen percent (15%) of the average of the Property's room rates per room per day multiplied by the total number of rooms. This amount is payable by Member whether or not Member continues to exercise control over the operations of the Property. It is understood and agreed that said amount is fixed as liquidated damages and not a penalty because of the difficulty of ascertaining the exact amount of damages that may be sustained by Best Western because of such use. It is further understood and agreed that said amount fixed as liquidated damages is a reasonable amount, considering the damages that Best Western will sustain in the event of such unauthorized use.
4. Furthermore, if a Member resigns from the Membership (which it, he, or she may do at any time) or this Agreement is cancelled or terminated by Best Western, the following are immediately due and payable to Best Western:
 - a. *Resignation, Cancellation or Termination:* Upon a resignation, cancellation or termination, the Member shall pay to Best Western:
 - (i) *Monthly Fees.* The lesser of: (x) ~~forty-eight~~thirty-six (4836) months of Monthly Fees (calculated as the Member's average Monthly Fees during the previous twelve (12) months (but if Monthly Fees have been owed to Best Western for less than twelve (12) months, the average of all prior months) multiplied by ~~forty-eight~~thirty-six (4836)); or (y) Monthly Fees for the remainder of the Extended-Length Term or Renewal Term (calculated as the Member's average Monthly Fees during the previous twelve (12) months multiplied by the number of months remaining in the Extended-Length Term or Renewal Term); and
 - (ii) *Goods and Services.* The cost of all goods and services provided by or ordered through Best Western for which payment has not yet been received.
 - b. *Continued Operation as a "Best Western" after Resignation, Cancellation or Termination:* In the event that the Property continues to operate as a "Best Western" after resignation, cancellation or termination of this Agreement, in addition to the amount due as noted in paragraph F.4.a, the former Member shall pay full fees, dues, charges, and assessments as the former Member would have been required to pay if still a Member until the Property ceases operation as a "Best Western."
5. It is understood and agreed that the amounts described in section F.3 and F.4 are fixed as liquidated damages and not as penalties because of the difficulty of ascertaining the exact amount of damages that may be sustained by Best Western as a result of such resignation, cancellation, or termination. It is further understood and agreed that such amounts fixed as liquidated damages represent a reasonable amount considering the damages that Best Western will sustain from the Member resigning or this Agreement being cancelled or terminated.

6. ~~6.~~ The rights provided in this section F shall be exercised solely at the option of Best Western.

G. Reservations Systems

1. Member shall comply with all Best Western requirements to securely connect the Property to Best Western's reservations systems.
2. Member shall be responsible for complying with Payment Card Industry Data Security Standards ("PCI-DSS") and

all applicable data privacy/security laws. Member shall adopt adequate measures to ensure the safety and security of customer information, including but not limited to Personally Identifiable Information ("PII") and credit card data. In no event shall Member exercise less than reasonable care in securing such information. If Member's data security systems are compromised, Member shall notify Best Western within twenty-four (24) hours of becoming aware of any such incident. Member further agrees and understands that Best Western shall be permitted to take, at Member's cost, any reasonable actions to protect itself from a data security compromise event at Member's Property, including but not limited to disconnecting the Member from Best Western's reservations systems until the incident is resolved and requiring that the Member provide appropriate documentation and certification that the incident has been resolved (e.g., if applicable, certification from a Payment Card Industry Qualified Security Assessor). Best Western acknowledges it is responsible for the security of cardholder data that it possesses or otherwise stores, processes, or transmits on behalf of the Member and that it will not adversely affect the security of the cardholder data environment of the Member.

3. Best Western has provided or will provide access to computer software that is to be used by the Property to access Best Western supporting applications ("Software"). Software programs are copyrighted by Best Western or licensed to Best Western by third parties. Member agrees to use the Software only for reservation communications with Best Western's reservations systems and with other Members, and for other business purposes relating to the operation of the Property as a Best Western® branded hotel. Member shall not copy, allow to be copied, or disclose any of the Software programs. Member will abide with all licensing and use terms and conditions of any Software provided. Such terms are available upon request.
4. Software may be upgraded by Best Western or its designee from time to time, and Member may be charged an upgrade fee.
5. In the event of failure or interruption of reservation services, it is a Member's responsibility to participate in the troubleshooting process. Best Western shall, in its sole and absolute discretion, make all final problem determinations and may dispatch technical resources as needed to achieve problem resolution.
6. All Software shall be deleted or returned upon demand of Best Western or upon resignation by Member, cancellation or termination of this Agreement, whichever is sooner. Failure to do so will result in a charge for the cost of the Software to the Property's Best Western account.
7. Member hereby assumes all risks and liabilities, whether covered by insurance or not, for loss or damage to or destruction of any Software. Member shall replace, at its expense, any Software which is lost, damaged, or destroyed.

H. Relationship of Parties

Best Western is a non-profit corporation operated on a cooperative basis by and for its Members. The relationship of Best Western to its Members is one of an independent contractor. Neither party has the power to obligate or bind the other in any way. No relationship of partners, joint employers, franchisor/franchisee, joint venturers, or agents is created.

BEST WESTERN BRANDED HOTELS ARE INDEPENDENTLY OWNED AND OPERATED. BEST WESTERN ONLY PROVIDES SERVICES AS DIRECTED BY THE MEMBERSHIP. BEST WESTERN HAS NO RESPONSIBILITY FOR THE USE, CONDITION, MANAGEMENT, MAINTENANCE, POLICIES, PRACTICES, OR OPERATION OF BEST WESTERN BRANDED HOTELS, NOR THE SAFETY OF THE DESIGN OF ANY STRUCTURE OR PRODUCT. BEST WESTERN HAS NO CONTROL (DIRECT OR INDIRECT) OVER, OR RESPONSIBILITY FOR, ANY DECISION RELATED TO OR AFFECTING THE EMPLOYMENT OR SUPERVISION OF ANY PERSON EMPLOYED AT OR PROVIDING SERVICES IN CONNECTION WITH BEST WESTERN BRANDED HOTELS, INCLUDING BUT NOT LIMITED TO RECRUITMENT; HIRING; TERMINATION; DISCIPLINE/SUPERVISION; PERFORMANCE EVALUATION; PAYROLL; SETTING OF WAGES, SCHEDULES, WORKFLOW, QUALIFICATIONS, OR PRODUCTIVITY; MAINTENANCE OF PERSONNEL RECORDS; THE PROVISION OF EMPLOYMENT BENEFITS; OR THE ASSIGNMENT OF RESPONSIBILITIES.

I. Representations to Best Western

Member certifies that all representations made in connection with its Application, the Approval Letter, and this Agreement are true and constitute material representations for the purpose of inducing Best Western to grant Membership. Member agrees that any misrepresentation shall be grounds for denial of this Application or cancellation of Membership. Member further agrees that any representations made in the future, whether in connection with renewing this Agreement or otherwise, constitute material representations for the purpose of inducing Best Western to grant, continue, or renew Membership, and that any false representation shall be grounds for revocation of a decision regarding the Application or the Approval Letter, or denial of Membership, denial of Membership renewal, or cancellation of Membership.

J. Appointment of Voting Member as Attorney-in-Fact

The undersigned owner/lessee hereby appoints the undersigned Voting Member, and any substituted Voting Member, as its attorney-in-fact with full power and authority to bind owner/lessee in any and all agreements and liabilities which Voting Member may enter into or undertake to Best Western in connection with the Property. This authorization shall continue during the Term of the Agreement and during any renewal or continuation thereof, until terminated in writing by the owner/lessee. This power of attorney shall survive the death or disability of the undersigned Voting Member.

K. Voting Member Obligations

By executing this Agreement, Voting Member hereby acknowledges, consents, and accepts all responsibility associated with such appointment, including, without limitation and for the avoidance of doubt, personal liability to answer for the debts, liabilities, and obligations associated with the Membership, Member, and the Property. Voting Member agrees that it, he or she is to be jointly and severally liable to Best Western. Accordingly, Voting Member must personally execute this Agreement below and complete the form attached hereto and incorporated herein as **Addendum A**, entitled "Voting Member Information."

L. Remedies

It is understood that Best Western shall have the right to invoke any remedy at law or in equity, whether or not such remedies are herein provided, for any breach of this Agreement, the Approval Letter, the Application, or for any other matter arising out of Member's affiliation or dealings with Best Western. All rights and remedies given to Best Western are distinct, separate, and cumulative and no one of them, whether or not exercised by Best Western, shall be deemed to be an election of that remedy only or to be a waiver or exclusion of any of the others. The obligations of Member and the remedies available to Best Western are binding upon Member's heirs, executors, administrators, successors, assignees, receivers, and trustees in bankruptcy. If Best Western brings an injunctive action against Member, Member waives any requirement that Best Western post a bond. It is also understood and agreed that the amounts described herein as payable by the Member following resignation, termination, cancellation, or default are fixed as liquidated damages and not as penalties for the reasons stated above. Further, it is understood that Best Western's acceptance of payment from the former Member after resignation by a Member, termination or cancellation of this Agreement, or default by the Member shall not be deemed a waiver of any rights Best Western may have against the former Member, all of which are expressly reserved.

M. Limitation of Damages

~~1. MEMBER AGREES THAT THE MEMBER, THE VOTING MEMBER, AND ANY LEGAL ENTITY ASSOCIATED WITH THE PROPERTY BY WAY OF OWNERSHIP OR LEASE INTEREST, SHALL HAVE NO RECOURSE OF ANY KIND AGAINST BEST WESTERN OR ITS SUBSIDIARIES OR AFFILIATES AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, INSURERS, OR OTHER MEMBERS FOR FAILURE TO GRANT MEMBERSHIP UNLESS MEMBER HAS STRICTLY, ABSOLUTELY, AND TIMELY COMPLIED WITH EACH AND EVERY REQUIREMENT IMPOSED UPON MEMBER BY BEST WESTERN, INCLUDING BUT NOT LIMITED TO THOSE CONTAINED IN THIS AGREEMENT, THE APPROVAL~~

~~LETTER, THE APPLICATION, AND THE REGULATORY DOCUMENTS TO THE SATISFACTION OF BEST WESTERN. IN THE EVENT THAT BEST WESTERN WRONGFULLY FAILS TO GRANT MEMBERSHIP AFTER MAKING AN ALLEGED COMMITMENT FOR MEMBERSHIP UNDER THIS AGREEMENT AND THE APPROVAL LETTER, OR IF BEST WESTERN IS FOUND TO HAVE WRONGFULLY FAILED TO GRANT MEMBERSHIP IN ANY OTHER SITUATION, MEMBER SHALL HAVE NO RIGHT TO COMPEL BEST WESTERN TO GRANT A MEMBERSHIP TO MEMBER. MEMBER AGREES THAT MEMBER'S SOLE REMEDY SHALL BE LIMITED TO ACTUAL DAMAGES, WHICH IN NO EVENT SHALL EXCEED THE ENTRANCE FEES PAID BY MEMBER TO BEST WESTERN IN CONNECTION WITH THE SUBMISSION OF ITS APPLICATION, THE APPROVAL LETTER, AND THIS AGREEMENT.~~

1. MEMBER AGREES THAT THE MEMBER, THE VOTING MEMBER, AND ANY LEGAL ENTITY ASSOCIATED WITH THE PROPERTY BY WAY OF OWNERSHIP OR LEASE INTEREST, SHALL HAVE NO RECOURSE OF ANY KIND AGAINST BEST WESTERN OR ITS SUBSIDIARIES OR AFFILIATES AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, INSURERS, OR OTHER MEMBERS FOR FAILURE TO GRANT MEMBERSHIP UNLESS MEMBER HAS STRICTLY, ABSOLUTELY, AND TIMELY COMPLIED WITH EACH AND EVERY REQUIREMENT IMPOSED UPON MEMBER BY BEST WESTERN, INCLUDING BUT NOT LIMITED TO THOSE CONTAINED IN THIS AGREEMENT, THE APPROVAL LETTER, THE APPLICATION, AND THE REGULATORY DOCUMENTS TO THE SATISFACTION OF BEST WESTERN. IN THE EVENT THAT BEST WESTERN WRONGFULLY FAILS TO GRANT MEMBERSHIP AFTER MAKING AN ALLEGED COMMITMENT FOR MEMBERSHIP UNDER THIS AGREEMENT AND THE APPROVAL LETTER, OR IF BEST WESTERN IS FOUND TO HAVE WRONGFULLY FAILED TO GRANT MEMBERSHIP IN ANY OTHER SITUATION, MEMBER SHALL HAVE NO RIGHT TO COMPEL BEST WESTERN TO GRANT A MEMBERSHIP TO MEMBER. MEMBER AGREES THAT MEMBER'S SOLE REMEDY SHALL BE LIMITED TO ACTUAL DAMAGES, WHICH IN NO EVENT SHALL EXCEED THE ENTRANCE FEES PAID BY MEMBER TO BEST WESTERN IN CONNECTION WITH THE SUBMISSION OF ITS APPLICATION, THE APPROVAL LETTER, AND THIS AGREEMENT.
- ~~2. MEMBER AGREES THAT IF INFORMATION RELATED TO THE PROPERTY IS OMITTED FROM BEST WESTERN'S RESERVATIONS SYSTEMS OR A MATERIAL ERROR OCCURS IN ANY PROPERTY LISTING ON BEST WESTERN'S RESERVATIONS SYSTEMS THROUGH THE FAULT OF BEST WESTERN, MEMBER'S SOLE REMEDY SHALL BE THE REFUND, WITHOUT INTEREST, OF THE ANNUAL DUES PAID ON BEHALF OF THE PROPERTY FOR THAT SINGLE FISCAL YEAR DURING WHICH SUCH OCCURRED. BEST WESTERN SHALL HAVE NO OTHER LIABILITY IN CONNECTION WITH OR RELATED TO ITS PROVIDING OF RESERVATION SERVICES OR LISTINGS.~~
2. MEMBER AGREES THAT IF INFORMATION RELATED TO THE PROPERTY IS OMITTED FROM BEST WESTERN'S RESERVATIONS SYSTEMS OR A MATERIAL ERROR OCCURS IN ANY PROPERTY LISTING ON BEST WESTERN'S RESERVATIONS SYSTEMS THROUGH THE FAULT OF BEST WESTERN, MEMBER'S SOLE REMEDY SHALL BE THE REFUND, WITHOUT INTEREST, OF THE ANNUAL DUES PAID ON BEHALF OF THE PROPERTY FOR THAT SINGLE FISCAL YEAR DURING WHICH SUCH OCCURRED. BEST WESTERN SHALL HAVE NO OTHER LIABILITY IN CONNECTION WITH OR RELATED TO ITS PROVIDING OF RESERVATION SERVICES OR LISTINGS.
3. MEMBER AGREES THAT IT SHALL BE LIMITED TO RECOVERY OF ACTUAL DAMAGES FOR ANY BREACH OR DEFAULT BY BEST WESTERN OF ANY OBLIGATION OR DUTY OWED TO MEMBER, AND MEMBER FURTHER AGREES THAT BEST WESTERN'S LIABILITY FOR ANY DAMAGES SHALL BE LIMITED TO THE AMOUNT OF MEMBERSHIP FEES ACTUALLY PAID BY MEMBER IN CONNECTION WITH THE PROPERTY, DURING A SINGLE FISCAL YEAR IN WHICH THE BREACH OR DEFAULT OCCURRED.
- ~~3. MEMBER AGREES THAT IT SHALL BE LIMITED TO RECOVERY OF ACTUAL DAMAGES FOR ANY BREACH OR DEFAULT BY BEST WESTERN OF ANY OBLIGATION OR DUTY OWED TO MEMBER, AND MEMBER FURTHER AGREES THAT BEST WESTERN'S LIABILITY FOR ANY DAMAGES SHALL BE LIMITED TO THE AMOUNT OF MEMBERSHIP FEES ACTUALLY PAID BY MEMBER IN CONNECTION WITH THE PROPERTY,~~

~~DURING A SINGLE FISCAL YEAR IN WHICH THE BREACH OR DEFAULT OCCURRED.~~**N. Indemnification**

Member shall indemnify, defend, and hold harmless Best Western and its subsidiaries and affiliates and its and their respective directors, officers, employees, agents, representatives, insurers, and other Members (hereinafter collectively referred to as "Indemnitees" and individually referred to as "Indemnatee"), from any and all claims, demands, suits, actions, proceedings, losses, liabilities, penalties, causes of action, and damages of every kind and description, including but not limited to any attorneys' fees and costs and expenses (hereinafter collectively referred to as "Losses" and individually referred to as "Loss"), whether or not a lawsuit or other type of action is filed, which may be brought, made, alleged, or claimed by a third party arising out of (or contributed to, in whole or in part, by reason of) any alleged act, omission, fault, mistake, wrongdoing, or negligence of Member or its directors, officers, employees, agents, representatives, or contractors, in connection with, relating to, or incident to the use, condition, or operation of the Property. For the avoidance of doubt, this shall include but is not limited to Losses arising out of, in connection with, relating to, or incident to: (a) Member's (or its directors', officers', employees', agents', representatives', or contractors') failure to comply with applicable law; (b) workers' compensation claims, unemployment disability compensation claims, or discrimination or other ~~employment-related~~employment-related claims of employees or contractors of Member; (c) breach of contract claims, data privacy claims, PCI-DSS claims, consumer deception claims, or tort claims; and (d) infringement related to intellectual property rights (e.g., patent, trademark, copyright). Member shall not settle any Loss against an Indemnatee without the Indemnatee's prior written consent.

O. Attorneys' Fees

In the event that Member breaches any obligation to Best Western, Member is liable to Best Western for all attorneys' fees, costs and expenses incurred by Best Western in connection with the breach or violation, whether or not suit is filed.

P. Best Interests of Best Western

Membership shall be subject to cancellation or termination in accordance with Best Western's Regulatory Documents when the continuation of this Membership would be contrary to the interests of Best Western, its affiliates, subsidiaries or Members, or the public image, goodwill or reputation of any such entity or the "Best Western" name and Best Western Identifying Marks. Such reasons include, by way of example only, conduct of an owner, lessee, Voting Member, or management staff that includes offensive, inappropriate, or discriminatory acts or speech.

Q. Application of Law and Choice of Forum

This Agreement, the Application, the Approval Letter, and the Regulatory Documents shall be governed and construed according to the laws of the State of Arizona without reference to conflicts of laws principles. This Agreement shall be deemed executed in Phoenix, Arizona, USA. Member acknowledges that Best Western is headquartered in Phoenix, Arizona, that the majority of Best Western's records and employees are in Phoenix, Arizona, and that Phoenix, Arizona is the most convenient forum for actions between Best Western and Member.

ALL CLAIMS, DISPUTES, AND ACTIONS ARISING FROM, IN CONNECTION WITH, RELATED TO, OR INCIDENT TO THE APPLICATION PROCESS, THE APPROVAL LETTER, THIS AGREEMENT, CANCELLATION/TERMINATION OF THIS AGREEMENT, RESIGNATION BY MEMBER FROM THE MEMBERSHIP, OR TO ANY RELATIONSHIP BETWEEN THE PARTIES HERETO SHALL BE BROUGHT SOLELY AND EXCLUSIVELY IN THE STATE AND FEDERAL COURTS LOCATED IN PHOENIX, ARIZONA, USA. THE PARTIES AGREE THAT SAID COURTS HAVE PERSONAL JURISDICTION TO HEAR AND DETERMINE SUCH ACTIONS AND THAT VENUE THERE IS ALSO PROPER. MEMBER/APPLICANT EXPRESSLY CONSENTS TO AND SUBMITS TO THE JURISDICTION AND VENUE OF SAID COURTS AND WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION OR VENUE OF SAID COURTS.

R. Waiver

Any waiver by Best Western of a breach of any provision of this Agreement, or of any breach of any other requirement or policy of Best Western, shall not operate or be construed as a waiver of any subsequent breach thereof. Any delay by Best Western of enforcement of obligations shall not be deemed to be a waiver of Best Western's right to enforce the obligation.

S. Notices

All notices given by Best Western under this Agreement or otherwise, shall be given to the Voting Member at such location as may be specified by the Voting Member, in writing. Notice to the Voting Member shall constitute notice to each person or entity signing this Agreement. Any notice given to Best Western under this Agreement shall be given in writing to Best Western International, Inc., 6201 North 24th Parkway, Phoenix, Arizona 85016-2023, USA, Attention: Member Care Administration or such other location as may be specified by Best Western.

T. Headings

The headings of the sections of this Agreement are for convenience only and are not to be considered part of this Agreement or used in determining its content or context.

U. Severability

Any provision of this Agreement prohibited by law, or by court decree, in any jurisdiction shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of this Agreement.

V. Entire Agreement

This Agreement, the Application, the Approval Letter, any signed amendment, and the Regulatory Documents (as amended from time to time) embody the entire agreement between the parties with regard to the subject matters herein and therein. There are no promises, terms, conditions, or obligations other than those contained herein and therein. This Agreement may be modified only by a written amendment signed by the Parties. This Agreement, the Application, the Approval Letter, any signed amendment, and the Regulatory Documents shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties with regard to the subject matters herein and therein. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require Member to waive reliance on any representation made by Best Western in its most recent franchise disclosure document (including exhibits and amendments) delivered to Member or its representative.

W. Signatures Required for Execution

The signature of an authorized representative with the authority to bind all owners or lessees identified on the Application is required. If that authority has not been granted, additional signatures are required. This Agreement may be executed in counterparts.

The signature of the Voting Member is also required. The Voting Member's spouse must sign this Agreement when the Voting Member resides in one of the following States, Provinces, or Territories: Arizona, California, Idaho, Louisiana, Missouri, Nevada, New Mexico, Quebec, Texas, Washington, Wisconsin, or Puerto Rico.

For the property located at: _____

ACKNOWLEDGED and AGREED this _____ day of _____, **20**_____

by: _____, 20_____ by:_____

AUTHORIZED REPRESENTATIVE:

AUTHORIZED REPRESENTATIVE:

Entity Name

Signature of Authorized Signer

Title of Authorized Signer

Date

-AND-

Each of the undersigned has read and understands the terms, conditions and obligations of this Agreement, and each agrees to be bound by this Agreement.

Signature

Signature

Voting Member Name

Voting Member's Spouse's Name

Date

Date

For the property located at: _____

MEMBERSHIP AGREEMENT**Addendum A****Voting Member Information**~~**MEMBERSHIP AGREEMENT**~~~~**Addendum A**~~~~**Voting Member Information**~~

In Best Western's Membership organization, one individual is designated the Voting Member for purposes of deciding important matters relevant to all Members and the Property itself. The Voting Member is and agrees to be jointly and severally liable to Best Western as provided in the Agreement. Please provide the following information with regard to the Voting Member.

Full Legal Name-		
Mr. ☐	Ms. ☐	Mrs. ☐

Social Security Number _____		
Nickname (if any) _____		Email Address _____
Company Name _____		
Primary Address-		
_____		Unit # _____
City _____	State/Province _____	Postal Code _____
Office Phone # _____ Ext. _____		Cell phone # _____ Fax # _____
Express Mail Address (If primary address is a P.O. Box)		
Company Name-		
_____		Office Phone # _____
Street Address-		
_____		Unit # _____
City _____	State/Province _____	Postal Code _____
Home Address		
Street Address-		
_____		Unit # _____
City _____	State/Province _____	Postal Code _____
Phone # _____	Extension _____	

Mr. ☐ Ms. ☐ Mrs. ☐ **Full Legal Name** _____

Social Security Number _____

Nickname (if any) Email Address

Company Name Primary Address

Unit #

City State/Province Postal Code

Office Phone # Ext. Cell phone # Fax #

Express Mail Address (If primary address is a P.O. Box)

Company Name Office Phone #

Street Address Unit #

City State/Province Postal Code

Home Address

Street Address Unit #

City State/Province Postal Code

Phone # Extension

Spouse Information (Required when the Voting Member resides in one of the following: Arizona, California, Idaho, Louisiana, Missouri, Nevada, New Mexico, Quebec, Texas, Washington, Wisconsin, or Puerto Rico.)

Mr. ☐ Ms. ☐ Mrs. ☐ Full legal name

Social Security Number

Primary Address

City State/Province Postal code

Mr. ☐ Ms. ☐ Mrs. ☐ Full legal name

Social Security Number

Primary Address

City State/Province Postal code

MEMBERSHIP AGREEMENT

Addendum A

Voting Registration Card

I hereby certify that I am the authorized Voting Member for the Best Western Property referenced above. Upon activation of the Property on the Best Western reservations system, as the Best Western Voting Member I will be entitled to one vote on each matter which is submitted to a vote of the Membership in accordance with the Bylaws of Best Western International, Inc. ("Best Western"). This information is submitted in accordance with Article III, Section 4 of Best Western's Bylaws.

Signature

Voting Member Name

Date

EXHIBIT D TO FDD

STATE ADDENDA TO MEMBERSHIP AGREEMENT

**RIDER TO THE BEST WESTERN INTERNATIONAL, INC. MEMBERSHIP AGREEMENT
FOR USE IN CALIFORNIA, HAWAII, INDIANA, MICHIGAN, SOUTH DAKOTA, VIRGINIA,
AND WISCONSIN**

This Rider (the “**Rider**”) is made and entered into as of the Effective Date as stated in the Franchise Agreement (defined below), by and between Best Western International, Inc., an Arizona nonprofit corporation with its principal business address at 6201 N. 24th Parkway, Phoenix, Arizona 85016 (“**we**,” “**us**” “**our**,” or “**Licensor**”), and _____ (“**you**,” “**your**,” or “**Member**”).

1. **Background.** We and you are parties to that certain Membership Agreement that has been signed at the same time as the signing of this Rider (the “**Membership Agreement**”). This Rider is part of the Membership Agreement.

2. **No Waiver of Disclaimer of Reliance in Certain States.** The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in California, Hawaii, Indiana, Michigan, South Dakota, Virginia or Wisconsin:

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

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the Effective Date stated in the Membership Agreement.

MEMBER:

[INSERT MEMBER ENTITY], a [INSERT
TYPE OF ENTITY]

By: _____

Name: _____

Title: _____

Executed on: _____

LICENSOR:

Best Western International, Inc., an Arizona
corporation

By: _____

Name: _____

Title: _____

Executed on: _____

**RIDER TO THE BEST WESTERN INTERNATIONAL, INC.
MEMBERSHIP AGREEMENT
FOR USE IN ILLINOIS**

This Rider (the “**Rider**”) is made and entered into as of the Effective Date as stated in the Membership Agreement (defined below), by and between Best Western International, Inc., an Arizona nonprofit corporation with its principal business address at 6201 N. 24th Parkway, Phoenix, Arizona 85016 (“we,” “us” “our,” or “**Licensor**”), and _____ (“you,” “your,” or “**Member**”).

1. **Background.** Licensor and Member are parties to that certain Membership Agreement that has been signed at the same time as the signing of this Rider (the “**Membership Agreement**”). This Rider is annexed to and forms a part of the Membership Agreement. This Rider is being signed because (a) the offer to sell or buy the license for the Property was made in the State of Illinois, and/or (b) the offer to sell or buy the license for the Property was made outside of the State of Illinois and accepted in the State of Illinois, and/or (c) Member is domiciled in the State of Illinois, and/or (d) the licensed Property will be located in the State of Illinois.

2. **Governing Law/Consent to Jurisdiction.** The following language is added to the end of Section Q of the Membership Agreement:

However, Illinois law will apply to claims arising under the Illinois Franchise Disclosure Act and the parties submit to the jurisdiction and venue of the state and federal courts of competent jurisdiction in Illinois for claims arising under the Illinois Franchise Disclosure Act

3. **Limitation of Claims.** The following language is added as a new Section X of the Membership Agreement:

Nothing in this Agreement shall shorten any period within which Member may bring a claim under Section 705/27 of the Illinois Franchise Disclosure Act or constitute a condition, stipulation, or provision purporting to bind any person acquiring any membership to waive compliance with any provision of the Illinois Franchise Disclosure Act of 1987 or any other Illinois law (as long as the jurisdictional requirements of that Illinois law are met).

4. **Waivers Void.** The following language is added as a new Section Y of the Membership Agreement:

Nothing in this Agreement shall constitute a condition, stipulation, or provision purporting to bind any person acquiring any license to waive compliance with any provision of the Illinois Franchise Disclosure Act of 1987 or any other Illinois law (as long as the jurisdictional requirements of that Illinois law are met).

5. **No Waiver of Disclaimer of Reliance.** No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of

the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the Effective Date stated in the Membership Agreement.

MEMBER:

[INSERT MEMBER ENTITY], a [INSERT
TYPE OF ENTITY]

LICENSOR:

Best Western International, Inc., an Arizona
nonprofit corporation

By: _____

Name: _____

Title: _____

Executed on: _____

By: _____

Name: _____

Title: _____

Executed on: _____

**RIDER TO THE BEST WESTERN INTERNATIONAL, INC.
MEMBERSHIP AGREEMENT
FOR USE IN MARYLAND**

This Rider (the “**Rider**”) is made and entered into as of the Effective Date as stated in the Membership Agreement (defined below), by and between Best Western International, Inc., an Arizona nonprofit corporation with its principal business address at 6201 N. 24th Parkway, Phoenix, Arizona 85016 (“**we**,” “**us**” “**our**,” or “**Franchisor**”), and _____ (“**you**,” “**your**,” or “**Member**”).

1. **Background.** We and you are parties to that certain Membership Agreement that has been signed at the same time as the signing of this Rider (the “**Membership Agreement**”). This Rider is annexed to and forms part of the Membership Agreement. This Rider is being signed because (a) you are a resident of the State of Maryland and/or (b) the franchised Property will be or is operated in the State of Maryland, and/or (c) the offer to sell the franchise for the Property was made in the State or Maryland; and/or (d) the offer to buy the franchise for the Property was accepted in the State of Maryland.

2. **Application of Law and Choice of Forum.** The following language is added to the end of Section Q. of the Membership Agreement:

However, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law. In addition, you may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. **Acknowledgements.** The following language is added as a new Section X. of the Membership Agreement:

All representations requiring you to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

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

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the Effective Date stated in the Membership Agreement.

MEMBER:

[INSERT MEMBER ENTITY], a [INSERT
TYPE OF ENTITY]

FRANCHISOR:

Best Western International, Inc., an Arizona
nonprofit corporation

By: _____

Name: _____

Title: _____

Executed on: _____

By: _____

Name: _____

Title: _____

Executed on: _____

**RIDER TO THE BEST WESTERN INTERNATIONAL, INC.
MEMBERSHIP AGREEMENT
FOR USE IN MINNESOTA**

This Rider (the “**Rider**”) is made and entered into as of the Effective Date as stated in the Membership Agreement (defined below), by and between Best Western International, Inc., an Arizona corporation with its principal business address at 6201 N. 24th Parkway, Phoenix, Arizona 85016 (“we,” “us” “our,” or “**Licensor**”), and _____ (“you,” “your,” or “**Member**”).

1. **Background.** Licensor and Member are parties to that certain Membership Agreement that has been signed at the same time as the signing of this Rider (the “**Membership Agreement**”). This Rider is annexed to and forms a part of the Membership Agreement. This Rider is annexed to and forms part of the Membership Agreement. This Rider is being signed because (a) the Property that Member will operate under the Membership Agreement will be located in Minnesota; and/or (b) any of the offering or sales activity relating to the Membership Agreement occurred in Minnesota.

2. **Infringement.** The following language is added to the end of Section D of the Membership Agreement:

To the extent required by Minnesota Stat. Sec. 80C.12, Subd. 1(g), Best Western will protect Member’s right to use the Best Western Identifying Marks and indemnify Member from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the Best Western Identifying Marks.

3. **Termination.** The following is added to the end of Section E of the Membership Agreement:

However, with respect to memberships governed by Minnesota law, Best Western will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that Member be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice of non-renewal of this Agreement.

4. **Governing Law/Consent to Jurisdiction.** The following is added to the end of Section Q of the Membership Agreement:

Minn. Statutes. Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit Best Western from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the Member to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Membership Agreement can abrogate or reduce any of Member’s rights as provided for in Minnesota Statutes, Chapter 80C, or the Member’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

5. **Limitations of Claims.** The following language is added as a new Section X of the Membership Agreement:

Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than three (3) years after the cause of action accrues.

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

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the Effective Date stated in the Membership Agreement.

MEMBER:

[INSERT MEMBER ENTITY], a [INSERT
TYPE OF ENTITY]

LICENSOR:

Best Western International, Inc., an Arizona
nonprofit corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Executed on: _____

Executed on: _____

**RIDER TO THE BEST WESTERN INTERNATIONAL, INC.
MEMBERSHIP AGREEMENT
FOR USE IN NEW YORK**

This Rider (the “**Rider**”) is made and entered into as of the Effective Date as stated in the Membership Agreement (defined below), by and between Best Western International, Inc., an Arizona nonprofit corporation with its principal business address at 6201 N. 24th Parkway, Phoenix, Arizona 85016 (“we,” “us” “our,” or “**Licensor**”), and _____ (“you,” “your,” or “**Member**”).

1. **Background.** Licensor and Member are parties to that certain Membership Agreement that has been signed at the same time as the signing of this Rider (the “**Membership Agreement**”). This Rider is annexed to and forms a part of the Membership Agreement. This Rider is being signed because (a) the offer or sale of the license for the Property that Member will operate under the Membership Agreement was made in the State of New York, and/or (b) Member is a resident of New York and will operate the Property in New York.

2. **Releases.** The following language is added as a new Section M.4 of the Membership Agreement:

To the extent required by Article 33 of the General Business Law of the State of New York, all rights Member enjoys and any causes of action arising in Member’s 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 the proviso that the non-waiver provisions of GBL 687 and 687.5 be satisfied.

3. **Licensor’s Transfer.** The following language is added as a new Section X of the Membership Agreement:

However, to the extent required by applicable law, no assignment will be made except to an assignee who, in Best Western’s good faith judgment, is willing and able to assume Best Western’s obligations under this Agreement.

4. **Termination by You.** The following language is added to the end of Section E of the Membership Agreement:

Member may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.

5. **Governing Law/Consent to Jurisdiction.** The following language is added to the end of Section Q of the Membership Agreement:

However, to the extent required by Article 33 of the General Business Law of the State of New York, this Section shall not be considered a waiver of any right conferred upon Member by the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder.

6. **Limitation of Claims.** The following language is added as a new Section Y of the Membership Agreement:

However, to the extent required by Article 33 of the General Business Law of the State of New York, all rights and any causes of action arising in Member's 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 provision that the non-waiver provisions of GBL Sections 687.4 and 687.5 be satisfied

7. **Application of Rider.** There are circumstances in which an offering made by Licensor would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the State of New York. However, an offer or sale is deemed to be made in New York if Member is domiciled in and the Property will be opened in New York. We are required to furnish a New York prospectus to every prospective Member who is protected under the New York General Business Law, Article 33.

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

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the Effective Date stated in the Membership Agreement.

MEMBER:

LICENSOR:

[INSERT MEMBER ENTITY], a [INSERT
TYPE OF ENTITY]

Best Western International, Inc., an Arizona
corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Executed on: _____

Executed on: _____

**RIDER TO THE BEST WESTERN INTERNATIONAL, INC.
MEMBERSHIP AGREEMENT
FOR USE IN NORTH DAKOTA**

This Rider (the “**Rider**”) is made and entered into as of the Effective Date as stated in the Membership Agreement (defined below), by and between Best Western International, Inc., an Arizona nonprofit corporation with its principal business address at 6201 N. 24th Parkway, Phoenix, Arizona 85016 (“we,” “us” “our,” or “**Licensor**”), and _____ (“you,” “your,” or “**Member**”).

1. **Background.** Licensor and Member are parties to that certain Membership Agreement that has been signed at the same time as the signing of this Rider (the “**Membership Agreement**”). This Rider is annexed to and forms a part of the Membership Agreement. This Rider is being signed because (a) Member is a resident of North Dakota and the Property will be located in North Dakota, and/or (b) the offer or sale of the license for the Property that Member will operate under the Membership Agreement was made in the State of North Dakota.

2. **Releases.** The following language is added as a new Section X of the Membership Agreement:

Any general release shall not apply to the extent prohibited by law with respect to claims arising under the North Dakota Franchise Investment Law.

3. **Liquidated Damages on Termination.** The following language is added to the end of Section F.5 of the Membership Agreement:

The Commissioner has determined termination or liquidated damages to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. However, Best Western and Member agree to enforce these provisions to the extent the law allows.

4. **Governing Law/Consent to Jurisdiction.** The following language is added to the end of Section Q of the Membership Agreement:

Notwithstanding the foregoing, to the extent required by the North Dakota Franchise Investment Law, North Dakota law will apply to this Agreement. In addition, to the extent required by applicable law, Member may bring an action in North Dakota.

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

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the Effective Date stated in the Membership Agreement.

MEMBER:

[INSERT MEMBER ENTITY], a [INSERT
TYPE OF ENTITY]

LICENSOR:

Best Western International, Inc., an Arizona
nonprofit corporation

By: _____

Name: _____

Title: _____

Executed on: _____

By: _____

Name: _____

Title: _____

Executed on: _____

**RIDER TO THE BEST WESTERN INTERNATIONAL, INC.
MEMBERSHIP AGREEMENT
FOR USE IN RHODE ISLAND**

This Rider (the “**Rider**”) is made and entered into as of the Effective Date as stated in the Membership Agreement (defined below), by and between Best Western International, Inc., an Arizona nonprofit corporation with its principal business address at 6201 N. 24th Parkway, Phoenix, Arizona 85016 (“we,” “us” “our,” or “**Licensor**”), and _____ (“you,” “your,” or “**Member**”).

1. **Background.** Licensor and Member are parties to that certain Membership Agreement that has been signed at the same time as the signing of this Rider (the “**Membership Agreement**”). This Rider is annexed to and forms a part of the Membership Agreement. This Rider is being signed because (a) Member is a resident of Rhode Island and the Property that Member will operate under the Membership Agreement will be located in Rhode Island; and/or (b) any of the offering or sales activity relating to the Membership Agreement occurred in Rhode Island.

2. **Governing Law/Consent to Jurisdiction.** The following language is added to the end of Section Q of the Membership Agreement:

Notwithstanding the foregoing, to the extent required by applicable law, Rhode Island law will apply to claims arising under the Rhode Island Franchise Investment Act. Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

To the extent required by applicable law, Member may bring an action in Rhode Island for claims arising under the Rhode Island Franchise Investment Act.

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

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the Effective Date stated in the Membership Agreement.

MEMBER:

[INSERT MEMBER ENTITY], a [INSERT
TYPE OF ENTITY]

LICENSOR:

Best Western International, Inc., an Arizona
nonprofit corporation

By: _____

Name: _____

Title: _____

Executed on: _____

By: _____

Name: _____

Title: _____

Executed on: _____

**RIDER TO THE BEST WESTERN INTERNATIONAL, INC.
MEMBERSHIP AGREEMENT
FOR USE IN WASHINGTON**

This Rider (the “**Rider**”) is made and entered into as of the Effective Date as stated in the Membership Agreement (defined below), by and between Best Western International, Inc., an Arizona nonprofit corporation with its principal business address at 6201 N. 24th Parkway, Phoenix, Arizona 85016 (“**we**,” “**us**” “**our**,” or “**Licensor**”), and _____ (“**you**,” “**your**,” or “**Member**”).

1. **Background.** Licensor and Member are parties to those certain regulatory documents, including, (i) the Membership Agreement; (ii) Bylaws; and (iii) Rules and Regulations; that have been signed at the same time as the signing of this Rider (collectively, the “**Regulatory Documents**”). This Rider is annexed to and forms part of the Regulatory Documents. This Rider is being signed because (a) the Property that Member will operate under the Membership Agreement will be located in Washington; and/or (b) Member is a resident of Washington; and/or (c) any of the offering or sales activity relating to the Membership Agreement occurred in Washington.

2. **Addition of Paragraphs.** The following is added to the end of all the Regulatory Documents:

In recognition of the requirements by the Washington Franchise Investment Protection Act and the Rules and Regulations promulgated thereunder (the “**Act**”), the Regulatory Documents of Best Western International, Inc. shall be modified as follows:

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede this Agreement in Member’s relationship with Best Western including the areas of termination and renewal of your license. There may also be court decisions which may supersede this Agreement in Member’s relationship with Best Western including the areas of termination and renewal of Member’s license.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Agreement, a Member may bring an action or proceeding arising out of or in connection with the sale of licenses, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the

Agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the Effective Date stated in the Regulatory Documents.

MEMBER:

[INSERT MEMBER ENTITY], a [INSERT
TYPE OF ENTITY]

By: _____

Name: _____

Title: _____

Executed on: _____

LICENSOR:

Best Western International, Inc., an Arizona
nonprofit corporation

By: _____

Name: _____

Title: _____

Executed on: _____

EXHIBIT E TO FDD
FINANCIAL STATEMENTS

Report of Independent Auditors

To the Board of Directors and Members of Best Western International, Inc.

Opinion

We have audited the consolidated financial statements of Best Western International, Inc. (the Company), which comprise the consolidated statements of financial position as of November 30, 2024 and 2023, and the related consolidated statements of revenues and expenses, other comprehensive revenues and expenses, cash flows and changes in net assets for the years then ended, and the related notes (collectively referred to as the “financial statements”).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company at November 30, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor’s Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

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

Auditor’s Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free of material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company’s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

Report of Independent Auditors

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Information

Management is responsible for the other information. The other information comprises the Financial Highlights in the Annual Report but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

/s/ Ernst & Young LLP

Phoenix, Arizona
February 26, 2025

Consolidated Statements of Financial Position

(in thousands)	As of November 30,	
	2024	2023
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 162,790	\$ 161,159
Restricted cash	11,849	12,194
Short-term investments	16,824	15,939
Accounts receivable, principally from Members, net	64,917	61,858
Prepaid expenses and other current assets	18,581	18,017
Income taxes receivable	10,105	9,748
TOTAL CURRENT ASSETS	285,066	278,915
Property, equipment and computer software, net	38,587	34,476
Hotel investments, net	50,124	52,025
Long-term investments	358,416	281,094
Restricted Rabbi Trust investments	17,220	17,037
Deferred income taxes	44,236	47,276
Other assets, net	22,450	23,014
TOTAL ASSETS	\$ 816,099	\$ 733,837
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable and accrued liabilities	\$ 82,638	\$ 81,708
Current frequent stay program liability	118,299	117,949
Current deferred revenue	17,218	16,845
Deposits	9,984	10,109
Line of credit	-	-
TOTAL CURRENT LIABILITIES	228,139	226,611
Non-current frequent stay program liability	190,375	175,298
Non-current deferred revenue	45,383	45,980
Non-current deferred compensation plans liability	14,681	15,358
Non-current construction loans	36,983	37,963
Non-current lease liability	811	790
TOTAL LIABILITIES	516,372	502,000
NET ASSETS:		
Retained earnings	298,920	233,532
Accumulated other comprehensive (loss) income	(827)	(3,525)
TOTAL BEST WESTERN INTERNATIONAL, INC. NET ASSETS	298,093	230,007
Non-controlling interests	1,634	1,830
TOTAL NET ASSETS	299,727	231,837
TOTAL LIABILITIES AND NET ASSETS	\$ 816,099	\$ 733,837

See accompanying notes to consolidated financial statements.

Consolidated Statements of Revenues and Expenses

(in thousands)	Years Ended November 30,	
	2024	2023
REVENUES:		
Fees, dues and assessments	\$ 292,244	\$ 293,536
Program revenues	167,615	180,273
Other revenues	61,083	60,589
TOTAL REVENUES	520,942	534,398
EXPENSES:		
Compensation, taxes and benefits	207,143	197,303
Advertising and promotion	139,190	121,415
General and administrative	102,157	88,222
Depreciation and amortization	20,774	18,162
Program cost of sales	19,448	19,540
TOTAL EXPENSES	488,712	444,642
Net realized and unrealized gains on investments	35,323	12,414
Interest and dividend income, and interest and other expense, net	18,044	14,348
Excess of revenues over expenses before income taxes	85,597	116,518
Income tax provision	(20,480)	(27,498)
Excess of revenues over expenses	65,117	89,020
Excess of expenses over revenues attributable to non-controlling interests	271	299
EXCESS OF REVENUES OVER EXPENSES		
ATTRIBUTABLE TO BEST WESTERN INTERNATIONAL, INC.	\$ 65,388	\$ 89,319

See accompanying notes to consolidated financial statements.

Consolidated Statements of Other Comprehensive Revenues and Expenses

(in thousands)	Years Ended November 30,	
	2024	2023
EXCESS OF REVENUES OVER EXPENSES	\$ 65,117	\$ 89,020
Foreign currency translation adjustment, net of tax	(11)	(755)
Change in net unrealized gains (losses) on available-for-sale debt securities, net of tax:		
Net unrealized gains (losses) on available-for-sale debt securities	2,471	(3,825)
Adjustment for net losses realized and included in excess of revenues over expenses	238	479
Total change in net unrealized gains (losses) on available-for-sale debt securities	2,709	(3,346)
Comprehensive excess of revenues over expenses	67,815	84,919
Comprehensive excess of expenses over revenues attributable to non-controlling interests	271	299
COMPREHENSIVE EXCESS OF REVENUES OVER EXPENSES ATTRIBUTABLE TO BEST WESTERN INTERNATIONAL, INC.	\$ 68,086	\$ 85,218

See accompanying notes to consolidated financial statements.

Consolidated Statements of Cash Flows

(in thousands)	Years Ended November 30,	
	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES:		
Excess of revenues over expenses	\$ 65,117	\$ 89,020
Adjustments to reconcile excess of revenues over expenses to net cash provided by operating activities:		
Depreciation and amortization	20,774	18,162
Provision for credit losses	1,006	794
Net (gains) on Restricted Rabbi Trust investments	(3,828)	(996)
Net losses on available-for-sale debt securities	238	479
Net (gains) on equity securities	(31,732)	(11,629)
Amortization of bond premiums/(discounts) on held-to-maturity debt securities, net	16	79
Amortization/(accretion) of premiums/(discounts) on available-for-sale debt securities, net	(1,990)	(1,732)
Accrued interest on held-to-maturity debt securities, net	30	66
Accrued interest on available-for-sale debt securities, net	(77)	(6)
Provision for deferred income taxes	2,167	2,999
Loss on disposition of property, equipment and computer software	13	27
Changes in assets and liabilities:		
Accounts receivable	(4,125)	9,528
Prepaid expenses and other current assets	(574)	(741)
Income taxes	(352)	(1,327)
Other assets, net	(640)	(735)
Accounts payable, accrued liabilities and deferred compensation plans liability	3,938	5,239
Deferred revenue	(202)	(2,089)
Frequent stay program liability	15,426	(1,094)
Deposits	(104)	(3,567)
NET CASH PROVIDED BY OPERATING ACTIVITIES	65,101	102,477
CASH FLOWS FROM INVESTING ACTIVITIES:		
Proceeds from maturity of held-to-maturity debt securities	4,250	13,000
Proceeds from maturity of available-for-sale debt securities	5,281	4,118
Proceeds from sale of available-for-sale debt securities	64,396	41,029
Proceeds from sale of equity securities	15,865	9,722
Purchase of available-for-sale debt securities	(104,222)	(149,432)
Purchase of equity securities	(26,664)	(80,164)
Development costs of hotel investments	(554)	(820)
Fund Restricted Rabbi Trust investments	(413)	(285)
Purchase of property, equipment and computer software	(20,742)	(17,683)
NET CASH USED IN INVESTING ACTIVITIES	(62,803)	(180,515)

Continues on next page.

See accompanying notes to consolidated financial statements.

Consolidated Statements of Cash Flows

(in thousands)	Years Ended November 30,	
	2024	2023
CASH FLOWS FROM FINANCING ACTIVITIES:		
Repayment of construction loans	\$ (1,044)	\$ (456)
Proceeds from construction loans	100	1,135
NET CASH (USED IN) PROVIDED BY FINANCING ACTIVITIES	(944)	679
Net increase (decrease) in cash and cash equivalents, and restricted cash	1,354	(77,359)
Effect of foreign exchange rate changes on cash and cash equivalents, and restricted cash	(68)	197
Cash and cash equivalents, and restricted cash at beginning of period	173,353	250,515
CASH AND CASH EQUIVALENTS, AND RESTRICTED CASH AT END OF PERIOD	\$ 174,639	\$ 173,353
Supplemental disclosures of cash flow information:		
Cash paid for:		
Interest, net of capitalized interest of \$0 and \$0 for the years ended November 30, 2024 and 2023, respectively	\$ 1,316	\$ 1,386
Income taxes	19,898	26,317
Income tax refunds received	\$ 1,208	\$ 532
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows used in operating leases	\$ 998	\$ 1,043
Non-cash operating activities:		
Amortization of operating lease right-of-use assets	\$ 960	\$ 958
Net increase in operating lease right-of-use assets and operating lease liabilities due to adoption of ASC 842	-	2,191
Right-of-use assets obtained in exchange for operating lease liabilities	830	330
Non-cash impact to right-of-use assets and lease liabilities due to lease cancellation	-	(39)
Non-cash investing activities:		
Disposal of fully depreciated property, equipment and computer software	\$ 4,829	\$ 8,156
Accrued additions to hotel investments	-	104
Accrued additions to property, equipment and computer software	430	57
Employee contributions to the Restricted Rabbi Trust investments	125	176
Distributions from Restricted Rabbi Trust investments	4,183	3,483
Non-cash financing activities:		
Equity contribution from joint venture partner	\$ 75	\$ 175

See accompanying notes to consolidated financial statements.

Consolidated Statements of Changes in Net Assets

(in thousands)	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Non-controlling Interests in Consolidated Subsidiaries	Total Net Assets
Balance - November 30, 2022	\$ 144,213	\$ 576	\$ 1,954	\$ 146,743
Total excess of revenues over expenses (expenses over revenue)	89,319	-	(299)	89,020
Foreign currency translation adjustment, net of tax	-	(755)	-	(755)
Unrealized (losses) on available-for-sale debt securities, net of tax	-	(3,346)	-	(3,346)
Contributions from non-controlling interests	-	-	175	175
Balance - November 30, 2023	233,532	(3,525)	1,830	231,837
Total excess of revenues over expenses (expenses over revenue)	65,388	-	(271)	65,117
Foreign currency translation adjustment, net of tax	-	(11)	-	(11)
Unrealized gains on available-for-sale debt securities, net of tax	-	2,709	-	2,709
Contributions from non-controlling interests	-	-	75	75
Balance - November 30, 2024	\$ 298,920	\$ (827)	\$ 1,634	\$ 299,727

See accompanying notes to consolidated financial statements.

Notes to Consolidated Financial Statements

November 30, 2024

(1) Business, Organization and Summary of Significant Accounting Policies

(a) Nature of Business

Best Western International, Inc. and its consolidated subsidiaries ("Best Western" or the "Company") is a membership organization incorporated as a non-profit corporation in the State of Arizona. The Company is a membership association of hotels established solely to provide revenue generating opportunities and to leverage marketing and purchasing power to benefit the holders of the Company's membership interests (the "Members"). The exceptions to the membership structure are the wholly owned subsidiaries: (i) SureStay, Inc. ("SureStay"), which is a franchisor, (ii) soft brand licensees, (iii) World Hotels GmbH ("WorldHotels"), which is a licensor, (iv) AutoClerk, Inc. ("AutoClerk"), which is a property management system, and (v) BWI DevCo Tempe, LLC ("DevCo Tempe"), which owns and operates a Best Western branded hotel in Tempe, Arizona. The Company's wholly owned subsidiary, BWI DevCo Denver 3560, LLC, and T.W.C. LLC ("TWC"), entered into a joint venture Contribution Agreement and formed Denver 3560, LLC ("Denver 3560"), a Colorado limited liability company to develop, build, own and operate a Best Western branded hotel in Denver, Colorado.

Best Western branded hotels, SureStay branded hotels, soft brand licensees, and WorldHotels branded properties, collectively referred to as BWH Hotels ("BWH"), are located throughout the world. As of November 30, 2024, there are approximately 4,300 hotels in over 100 countries and territories worldwide associated with BWH, that are activated or currently in the development pipeline to be activated on our reservations platform.

(b) Principles of Consolidation

The consolidated financial statements include the accounts of the Company, our wholly owned subsidiaries and entities in which the Company has a controlling financial interest, including variable interest entities where the Company is the primary beneficiary.

The determination of a controlling financial interest is based upon the terms of the governing agreements of the respective entities, including the evaluation of rights held by other ownership interests. If the entity is considered to be a variable interest entity, the Company determines whether the Company is the primary beneficiary, and then consolidates those variable interest entities for which the Company has determined that the Company is the primary beneficiary.

All significant intercompany transactions and balances are eliminated in consolidation.

(c) Basis of Presentation

The preparation of financial statements in conformity with Generally Accepted Accounting Principles ("GAAP") requires management to make estimates and assumptions that affect the amounts reported and, accordingly, ultimate results could differ from those estimates. In our opinion, the consolidated financial statements reflect all adjustments, including normal recurring items, considered necessary for a fair presentation of financial performance.

(d) Reclassifications

In the Consolidated Statements of Revenues and Expenses for the year ended November 30, 2023, other revenues of \$2.2 million were reclassified to interest and dividend income, and interest and other expense, net to conform with the current year presentation.

(e) Cash and Cash Equivalents

Cash and cash equivalents include highly liquid money market instruments and U.S. treasury bonds that have original maturities of three months or less at the date of purchase.

Notes to Consolidated Financial Statements

November 30, 2024

(f) *Restricted Cash*

Restricted cash is primarily comprised of annual dues paid by Members prior to the related service period. Annual dues are held in a custodial account and are not available to the Company until December of the following fiscal year. As of November 30, 2024 and 2023, there was \$11.8 million and \$12.2 million of restricted cash, respectively.

The following table provides a reconciliation of cash and cash equivalents, and restricted cash reported in the Consolidated Statements of Financial Position that sum to the total of such amounts shown in the Consolidated Statements of Cash Flows:

(in thousands)	As of November 30, 2024	2023
Cash and cash equivalents	\$ 162,790	\$ 161,159
Restricted cash	11,849	12,194
Total cash and cash equivalents, and restricted cash shown in the Consolidated Statements of Cash Flows	\$ 174,639	\$ 173,353

(g) *Investments*

Investments consist of certificates of deposits, mutual funds, common shares, U.S. treasury and government agency bonds, corporate bonds, mortgage and asset-backed securities, and municipal and provincial notes and bonds, and are classified as short-term or long-term investments based on maturity dates for debt securities, and equity securities are classified as long-term based on the Company's liquidity position. The Company has not recognized any investment impairments during the years ended November 30, 2024 and 2023 (see note 3).

(h) *Restricted Rabbi Trust Investments*

The Company has a Nonqualified Deferred Compensation Plan ("NQP") in which key management employees of the Company, as determined by the Board of Directors, are selected to participate. The NQP was restated effective December 1, 2020, to provide for the use of a Rabbi Trust and to amend the design of the Company's contributions. Effective December 1, 2020, the Company established a NQP Rabbi Trust ("Trust"), whereby the Company makes contributions to this Trust to provide the Company a source of funds to assist in satisfying the NQP liability. The investments included in this Trust are carried at fair value and recorded in Restricted Rabbi Trust investments in the Consolidated Statements of Financial Position (see note 13).

(i) *Fair Value of Financial Instruments*

The carrying amount reflected in the Consolidated Statements of Financial Position for cash and cash equivalents, restricted cash, prepaid expenses and other current assets, accounts receivable, principally from Members, net, income taxes receivable, accounts payable and accrued liabilities, and deposits approximate their respective fair values based on their liquidity and/or the short-term nature of these instruments. The Company measures and discloses the estimated fair value of financial assets and liabilities utilizing a hierarchy of valuation techniques based on whether the inputs to a fair value measurement are considered to be observable or unobservable in a marketplace. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect the Company's market assumptions. This hierarchy requires the use of observable market data when available. These inputs have created the following fair value hierarchy:

- 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 in which significant inputs and significant value drivers are observable in active markets; and
- Level 3 – fair value measurements derived from valuation techniques in which one or more significant inputs or significant value drivers are unobservable.

The Company measures fair value using a set of standardized procedures for all assets and liabilities which are required to be measured at their estimated fair value on either a recurring or non-recurring basis. When available, the Company utilizes quoted market prices from an independent third-party source to determine fair value and classifies such items in Level 1.

Notes to Consolidated Financial Statements

November 30, 2024

In accordance with the fair value accounting requirements, companies may choose to measure eligible financial instruments and certain other items at fair value. The Company has not elected the fair value option for any eligible financial instruments.

The investments in the Trust are restricted and are designated as trading securities and carried at fair value. The fair market value of these restricted investments are measured using Level 1 inputs (quoted prices for identical assets in active markets).

The following tables present information about the carrying value of the Company's financial assets compared to fair value as of November 30, 2024 and 2023, and indicate the fair value hierarchy of the valuation techniques utilized to determine such fair value. The investments in certificates of deposits, mutual funds, common shares, U.S. treasury and government agency bonds, corporate bonds, mortgage and asset-backed securities, and municipal and provincial notes and bonds are included in both short-term and long-term investments in the Consolidated Statements of Financial Position, and the investments held in a Restricted Rabbi Trust are included in Restricted Rabbi Trust investments in the Consolidated Statements of Financial Position.

Carrying Value vs. Fair Value Measurements

(in thousands)	November 30, 2024		
	Carrying Value	Fair Value	
		Total	Quoted Prices in Active Markets for Identical Assets (Level 1)
Mutual funds	\$ 101,602	\$ 101,602	\$101,602
Mortgage and asset-backed securities	83,694	83,372	83,372
Corporate bonds	77,126	76,300	76,300
Common shares	60,630	60,630	60,630
U.S. treasury and government agency bonds	48,487	48,283	48,283
Municipal and provincial notes and bonds	3,701	3,663	3,663
Restricted Rabbi Trust investments	17,220	17,220	17,220
Total	\$ 392,460	\$ 391,070	\$391,070

Notes to Consolidated Financial Statements

November 30, 2024

Carrying Value vs. Fair Value Measurements

(in thousands)	November 30, 2023		
	Carrying Value	Fair Value	
		Total	Quoted Prices in Active Markets for Identical Assets (Level 1)
Mutual funds	\$ 75,070	\$ 75,070	\$ 75,070
Mortgage and asset-backed securities	74,452	74,185	74,185
Corporate bonds	64,357	63,702	63,702
Common shares	44,630	44,630	44,630
U.S. treasury and government agency bonds	32,649	32,538	32,538
Municipal and provincial notes and bonds	3,622	3,594	3,594
Investments in certificates of deposits	2,253	2,234	2,234
Restricted Rabbi Trust investments	17,037	17,037	17,037
Total	\$ 314,070	\$ 312,990	\$312,990

(j) *Property, Equipment and Computer Software and Hotel Investments*

Property, equipment and computer software and hotel investments are recorded at cost. Costs of improvements that extend the economic life or improve service potential are also capitalized. Depreciation on land improvements, buildings, and furniture and equipment is computed using straight-line and accelerated methods over estimated useful lives ranging from 3 to 39 years. Leasehold improvements are amortized on a straight-line basis over the shorter of the related lease term or the estimated useful lives of the assets.

Purchased software license fees and related implementation costs, and costs to develop software for internal use are capitalized and amortized on a straight-line basis over a three-year useful life. Repair and maintenance costs are charged to expenses as incurred.

The Company developed, opened and is operating two hotels and the property and equipment related to these hotels are included in hotel investments, net in the Consolidated Statements of Financial Position (see notes 7, 16, and 17).

(k) *Goodwill and Other Intangible Assets*

Goodwill arises from business combinations and represents the excess of the cost of an acquired entity over the net fair value amounts that were assigned to the identifiable assets acquired and the liabilities assumed. Goodwill is amortized on a straight-line basis over a ten-year useful life and is tested for impairment if circumstances indicate that the goodwill carrying value may exceed its fair value. Goodwill is included in other assets, net in the Consolidated Statements of Financial Position.

Other intangible assets include acquired customers, developed technologies, and trademarks and trade names resulting from business acquisitions. Other intangible assets are valued based on their acquisition date fair values and, other than trademarks and trade names which are indefinite-lived, are amortized using the straight-line method over their estimated useful lives, ranging from 7.5 years to 10 years. Other intangible assets are included in other assets, net in the Consolidated Statements of Financial Position.

The Company evaluates the potential impairment of goodwill and other intangible assets annually. In evaluating these assets for impairment, the Company may elect to first assess qualitative factors to determine whether it is more likely than not that the fair value of the reporting unit or the intangible assets is less than its carrying amount. If the conclusion is that the fair value of the assets is not more likely than not less than its carrying value, then no further

Notes to Consolidated Financial Statements

November 30, 2024

testing is required. If the conclusion is that the fair value of the assets is more likely than not less than its carrying value, then a quantitative impairment test is performed. For intangible assets, if the carrying value is greater than the fair value of the assets, an impairment charge is recognized for this excess. The Company may elect to forgo the qualitative assessment and move directly to the quantitative impairment tests for goodwill and other intangible assets. The Company determines the fair value of its reporting units and intangible assets using income and market methods.

Goodwill has been allocated to two reporting units: (i) WorldHotels, and (ii) AutoClerk. The Company performed a quantitative impairment analysis for the WorldHotels reporting unit in both 2024 and 2023. As of November 30, 2024 and November 30, 2023, the Company determined that the fair value of the WorldHotels reporting unit exceeded the carrying value and no impairment was recorded. The Company performed a qualitative impairment analysis for the AutoClerk reporting unit during both 2024 and 2023, concluding that it is more likely than not that the fair value of the reporting unit is greater than its carrying amount (see note 15).

(l) *Impairment or Disposal of Long-Lived Assets*

The Company reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets is measured by a comparison of the carrying amount of an asset to future undiscounted net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the estimated fair value of the assets. The Company has not recognized any impairments during the years ended November 30, 2024 and 2023.

(m) *Leases*

The Company primarily leases office space, vehicles, and office equipment from third parties. The Company determines if a contract is a lease at inception. A contract contains a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. The lease term begins on the commencement date, which is the date the Company takes possession of the asset and may include options to extend or terminate the lease when it is reasonably certain that the option will be exercised. Certain of the Company's leases contain renewal options for varying periods, which can be exercised at the Company's sole discretion. Leases are classified as operating or finance leases based on factors such as the lease term, lease payments, and the economic life, fair value and estimated residual value of the asset. Where leases include options to purchase the leased asset at the end of the lease term, this is assessed as a part of the Company's lease classification determination.

Under Accounting Standards Codification ("ASC") Leases ("ASC 842"), the Company recognizes a right-of-use ("ROU") asset and lease liability to account for its operating leases. ROU assets represent the Company's right to use an underlying asset for the lease term and lease liabilities represent the Company's obligation to make lease payments arising from the lease. ROU assets and lease liabilities are recognized on the commencement date based on the present value of lease payments over the lease term. ROU assets are based on the lease liability (which represents the present value of remaining lease payments) and are increased by prepaid lease payments and decreased by lease incentives received. Lease incentives are amortized through the lease asset as reductions of expense over the lease term. For leases where the Company is reasonably certain to exercise a renewal option, such option periods have been included in the determination of the Company's ROU assets and lease liabilities.

Leases typically contain rent escalations over the lease term. The Company recognizes expense for these leases on a straight-line basis over the lease term. Certain leases require the Company to pay taxes, insurance, maintenance and other operating expenses associated with the leased asset. Such amounts are not included in the measurement of the ROU assets and lease liabilities to the extent they are variable in nature. These variable lease costs are recognized as a variable lease expense when incurred.

Our lease agreements do not contain any material residual value guarantees or material restrictive covenants.

As a practical expedient, lease agreements with lease and non-lease components are accounted for as a single lease component for all asset classes. The Company estimates contingent lease incentives when it is probable that the Company is entitled to the incentive at lease commencement. The Company elected the short-term lease recognition exemption for all leases. Therefore, leases with an initial term of 12 months or less are not recorded in the Consolidated Statements of Financial Position; instead, lease payments are recognized as lease expense on a straight-line basis over

Notes to Consolidated Financial Statements

November 30, 2024

the lease term. The depreciable life of the ROU assets are limited by the expected lease term unless the Company is reasonably certain of a transfer of title or purchase option.

The Company elected to use a risk-free rate as the discount rate for all asset classes.

(n) *Income Taxes*

The Company utilizes the liability method of accounting for income taxes whereby deferred taxes are determined based on the difference between the financial statement and tax basis of assets and liabilities using enacted tax rates in effect in the years in which the differences are expected to reverse.

Recognition of deferred tax assets is limited to amounts considered by management to be more likely than not realized in future period.

The Company assesses whether a valuation allowance should be established based on its determination of whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. Both positive and negative evidence is considered when determining the necessity of the valuation allowance as well as the sources of taxable income supporting the realization of the deferred tax assets, including taxable income in carryback years, future reversals of existing taxable temporary differences, tax-planning strategies and projected taxable income from future operations.

Based on the history of positive earnings, in addition to the expected reversal of taxable temporary differences and forecasted positive results of operations, management determined, based on its assessment of both positive and negative evidence and objective and subjective evidence, that it is more likely than not that the Company will realize its deferred tax assets, with the exception of certain deferred tax assets related to foreign net operating losses ("NOL"), and foreign tax credit ("FTC") carryforwards. The Company has provided a valuation allowance against net deferred tax assets for certain foreign loss entities as the realization of such assets are not more likely than not to occur.

As of November 30, 2024, the Company has foreign NOL carryforwards of \$15.5 million and U.S. FTC carryforwards of \$0.6 million. Of the \$15.5 million in foreign NOLs, \$1.9 million is subject to expiration beginning in 2029, while the remaining \$13.6 million is not subject to expiration and will carry forward indefinitely. The FTC carryforwards were generated in the years ended November 30, 2019, and 2020, in the amounts of \$0.2 million and \$0.4 million, respectively, and will expire in the years ended November 30, 2029, and 2030, respectively.

The Company reviews uncertain tax positions taken, or expected to be taken, in the course of preparing the Company's tax returns to determine whether the tax positions are more likely than not of being sustained by the applicable tax authority. Management of the Company is required to analyze all open tax years, as defined by the statutes of limitations for all major jurisdictions, which include federal, state, and foreign. As of November 30, 2024 and 2023, the Company has not recognized any asset or liability for unrecognized income tax benefits or liabilities. It is the Company's policy to recognize interest and penalties related to uncertain tax positions as a component of the income tax provision.

(o) *Revenue Recognition*

Fees, dues and assessments

Fees, dues and assessments are established by the membership and the Board of Directors to compensate the Company for providing services to Members, soft brand licensees, SureStay franchisees, and WorldHotels licensees. The Company has performance obligations to provide hotel support and marketing, and a license to our hotel system intellectual property for the use of our brand names. Our performance obligations are a series of distinct goods or services, for which the Company receives the following types of variable consideration through our membership agreements with our Members. Monthly fees and assessments (which include advertising, sales and marketing and reimbursement for the Company's technology expenses) represent fixed and variable consideration and are billed monthly and recognized as revenue in the same month as the services are provided and charges become fixed or determinable and payable. Annual dues are established, billed and payable each year for continuing membership during the succeeding year. Annual dues are recognized as revenue ratably in the year to which the continuing membership applies. Any Member may resign from the Company at any time, but if the Member resigns or is terminated, fees and

Notes to Consolidated Financial Statements

November 30, 2024

dues become immediately due and payable per the terms of the applicable contract and are recognized as revenue when cash is received regardless of the term of the contract.

Affiliation fee revenues from Best Western branded hotels are fixed consideration payable upon approval of the Member or licensee by the Board of Directors and acceptance of membership or license terms by the property owner. These revenues are recognized on a straight-line basis over the hotelier's expected life as a Best Western branded hotel or over the initial contract term. SureStay franchisee initial fees are due upon execution of a franchise agreement and recognized over the initial term of the franchise agreement. WorldHotels hotel integration fees are recognized on a straight-line basis over the expected life as a WorldHotels branded hotel. Affiliation fee revenues were \$8.8 million and \$9.8 million for the years ended November 30, 2024 and 2023, respectively.

Best Western Rewards[®] frequent stay program ("BWR[®] program")

The Company administers the BWR program for the benefit of BWH and BWR program members. Under our BWR program, the Company has a performance obligation to provide or arrange for the provision of goods or services between BWR program members and BWH hotels in exchange for the redemption of points earned from past activities. Costs of operating the BWR program, including costs for marketing, promotion, and other member services, are charged to the BWH hotels through an assessment fee that is based on members' qualified expenditures. The assessment fees received from BWH hotels are deferred and recognized as program revenues in the Consolidated Statements of Revenues and Expenses as the loyalty points are redeemed and the related service, net of redemption expense, is provided. The amount of revenue the Company recognizes upon point redemption is impacted by the Company's estimate of the breakage for points that BWR members will never redeem. The Company estimates breakage based on historical experience and expectations of future BWR member behavior, including analyses performed by and input of third-party actuaries. All BWR program costs are recognized as incurred and are recorded in program cost of sales in the Consolidated Statements of Revenues and Expenses.

Program revenues in excess of redemption costs are used to fund the operational expenses of the BWR program.

Best Western Travel Card[®] (a card having no expiration date and no usage or non-usage fees) revenue is recognized when: (i) the Best Western Travel Card is redeemed, or (ii) the likelihood of the Best Western Travel Card being redeemed is remote (Best Western Travel Card breakage), and the Company determines that there is not a legal obligation to remit the unredeemed Best Western Travel Card balance to the relevant jurisdiction. The determination of the Best Western Travel Card breakage rate is based upon Company specific historical redemption patterns. Best Western Travel Card breakage is included in program revenues in the Consolidated Statements of Revenues and Expenses.

Other revenues

Other revenues in the Consolidated Statements of Revenues and Expenses consist of: (i) international fees and other fees from hotelier meetings, training, quality assurance assessments and other services, and (ii) owned hotel operations revenues, and are recognized in the month the services are provided. International fees include fees and charges for reservations and other services billed to international organizations monthly and were \$23.5 million and \$23.0 million for the years ended November 30, 2024 and 2023, respectively. Owned hotel operations revenues were \$9.7 million and \$9.5 million for the years ended November 30, 2024 and 2023, respectively.

All other revenue sources, such as program fees, are recognized in the month that the product or service is provided. Revenues, including rebates from vendors, and associated costs of product sold to hoteliers when the Company does not assume the risk and rewards of ownership of the product, is not the primary obligator, and does not possess other indicators of gross reporting, are reported as a net amount earned and included in program revenues in the Consolidated Statements of Revenues and Expenses.

Notes to Consolidated Financial Statements

November 30, 2024

Contract balances

The Company records a receivable as performance obligations are satisfied and there is an unconditional right to receive payment. Deferred revenue is recorded when the Company receives payment, or has the unconditional right to receive payment, in advance of the satisfaction of the Company's performance obligations related to initial affiliation fees and the BWR program.

Certain costs to obtain contracts with Members, soft brand licensees, SureStay franchisees, and WorldHotels licensees are capitalized and amortized on a straight-line basis over the hotelier's expected life as a branded hotel or over the initial contract term. The costs of obtaining a contract with a Member, soft brand licensee, SureStay franchisee, and WorldHotels licensee are recorded in prepaid expenses and other current assets, and other assets, net in the Consolidated Statements of Financial Position. The related amortization is recorded in compensation, taxes and benefits in the Consolidated Statements of Revenues and Expenses. The Company had capitalized costs to obtain contracts with customers of \$13.2 million and \$12.9 million at November 30, 2024 and 2023, respectively, consisting of the following:

(in thousands)	As of November 30,	
	2024	2023
Current contract assets	\$ 954	\$ 957
Non-current contract assets	12,229	11,903
Total contract assets	\$ 13,183	\$ 12,860

At November 30, 2024 and 2023, the contract liabilities balances related to affiliation fees and the BWR program include the following components and are included in current frequent stay program liability, current deferred revenue, non-current frequent stay program liability, and non-current deferred revenue in the Consolidated Statements of Financial Position:

(in thousands)	As of November 30,	
	2024	2023
Current contract liabilities	\$ 123,035	\$ 122,503
Non-current contract liabilities	235,022	221,278
Total contract liabilities	\$ 358,057	\$ 343,781

(in thousands)	As of November 30,	
	2024	2023
Liability related to the loyalty program	\$ 308,058	\$ 292,438
Affiliation fees received from hoteliers	49,999	51,343
Total contract liabilities	\$ 358,057	\$ 343,781

(p) Significant Estimates and Assumptions

Management of the Company has made certain estimates and assumptions relating to the reporting of assets and liabilities, revenues and expenses, and the disclosure of contingent assets and liabilities to prepare these consolidated financial statements in conformity with GAAP. Actual results could differ from those estimates.

(q) Concentration of Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of cash and cash equivalents, accounts receivable, principally from Members, net, and investments.

Notes to Consolidated Financial Statements

November 30, 2024

The Company has concentrated its credit risk for cash by maintaining deposits in financial institutions which exceed amounts covered by insurance provided by the U.S. Federal Deposit Insurance Corporation. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk to cash and cash equivalents.

Accounts receivable, principally from Members, net, are primarily from Member, franchisee, licensee fees and services, and product sales. Concentrations of credit risk with respect to accounts receivable are limited due to the large number of hoteliers located throughout the world comprising the Company's customer base. The Company does not require collateral within credit limits established. In those instances when a Member, franchisee, or licensee requests product in excess of the credit limit allowed by Company policy, the Company requests a letter of credit, deposit, or prepayment to secure the collection of accounts receivable. The Company performs ongoing evaluations of its hotelier receivables; non-payment can lead to cancellation of the applicable membership, license or franchise.

The Company is also potentially subject to concentrations of credit risk in its investments. The Company has investments in certificates of deposits, mutual funds, common shares, U.S. treasury and government agency bonds, corporate bonds, mortgage and asset-backed securities, and municipal and provincial notes and bonds. The Company has appointed an investment advisory firm to oversee the Company's investment strategy who have assigned various fund managers to manage the Company's investments. The Company believes it is not exposed to any material credit risk to investments based on its analysis through the implementation of ASC 326: Measurement of Credit Losses on Financial Instruments.

(r) *Advertising Costs*

Advertising costs are expensed as incurred and recorded as advertising and promotion expenses.

(s) *Foreign Currency*

Non-U.S. dollar monetary assets and liabilities are translated using period-end exchange rates; income and expense items are remeasured at average exchange rates prevailing during the periods reported. Exchange rate gains and losses, unrealized and realized, are included in interest and dividend income, and interest and other expense, net in the Consolidated Statements of Revenues and Expenses and were approximately a \$0.9 million loss and a \$0.4 million gain during the years ended November 30, 2024 and 2023, respectively.

(t) *Self-Insurance Programs*

The Company self-insures for certain levels of employee medical and dental coverage. For medical, the Company accrues estimated costs of this self-insurance program based on its history of claims experience and the estimated time lag between incidents and the dates claims are payable. Because of the short-term nature of the time lag, no discount rate is used when evaluating the present value of the projected settlements. The ultimate cost of claims for a covered period may differ from original estimates.

(u) *Recent Accounting Guidance Not Yet Adopted*

In December 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2023-09 "Income Taxes (Topic 740): Improvements to Income Tax Disclosures" ("ASU 2023-09"). This update establishes new disclosure requirements related to income taxes and modifies or eliminates certain existing requirements. Under the new guidance, entities will be required to consistently categorize and disaggregate information in the rate reconciliation, as well as further disaggregate income tax paid.

The standard is effective for fiscal years beginning after December 15, 2025 for private companies. Therefore, the Company will be required to adopt this guidance beginning with fiscal year 2027. The Company is currently assessing the impact of this guidance on its financial statement disclosures and expects to implement the changes in accordance with the effective date.

Notes to Consolidated Financial Statements

November 30, 2024

(v) *New Accounting Standards Adopted*

In June 2016, the FASB issued ASU No. 2016-13, "Financial Instruments — Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments", which changes the impairment model for most financial assets. The ASU introduces a new credit loss methodology, Current Expected Credit Losses ("CECL"), which requires earlier recognition of credit losses, while also providing additional transparency about credit risk. Since its original issuance in 2016, the FASB has issued several updates to the original ASU. The CECL framework utilizes a lifetime "expected credit loss" measurement objective for the recognition of credit losses for loans, held-to-maturity securities and other receivables at the time the financial asset is originated or acquired. The expected credit losses are adjusted each period for changes in expected lifetime credit losses. The methodology replaces the multiple existing impairment methods, which generally require that a loss be incurred before it is recognized.

As it relates to available-for-sale securities, the same credit loss model cannot apply because there are different measurement attributes. The measurement attribute for available-for-sale debt securities necessitates a separate credit loss model because an entity may realize the total value of the securities either through collection of contractual cash flows or through sales of the securities.

On December 1, 2023, the Company adopted the guidance using the modified retrospective approach. The Company has not restated comparative information for 2023 and, therefore, the comparative information for 2023 is reported under previous guidance and is not comparable to the information presented for 2024. The adoption of this standard resulted in no adjustment to retained earnings at December 1, 2023.

(2) Accounts Receivable, Principally from Members, net and Allowance for Credit Losses

Accounts receivable, principally from Members, net primarily consists of amounts due from hoteliers with whom the Company has membership, franchise, or license agreements and includes reimbursements of costs the Company incurred on behalf of the hoteliers. These amounts represent amounts owed to the Company by its customers that are recorded at their amortized cost. The Company also records allowances for current expected credit losses. These allowances are based on the Company's assessment of customers credit risk and the collectability of accounts by considering the age of each outstanding invoice and an evaluation of expected risk of credit loss based on current conditions and reasonable and supportable forecasts of future economic conditions over the life of the receivable. The Company pools its trade receivables based on similar risk characteristics in estimating its expected credit losses. In situations where a trade receivable does not share the same risk characteristics with others, the Company measures it individually. The Company also continuously evaluates such pooling decisions and adjusts as needed from period to period as risk characteristics change.

Credit losses for trade receivables are recorded in general and administrative expense in the Consolidated Statements of Revenues and Expenses. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. Expected recoveries of amounts previously written off, not to exceed the aggregate of the amount previously written off, are included in determining the allowance at November 30, 2024.

The activity in the allowance for expected credit losses, which is included in accounts receivable, principally from Members, net in the Consolidated Statements of Financial Position consisted of the following:

(in thousands)	As of November 30,	
	2024	2023
Beginning balance	\$ 16,425	\$ 17,373
Recoveries	2,135	1,478
Provisions	1,006	794
Write offs	(3,914)	(3,220)
Ending balance	\$ 15,652	\$ 16,425

Notes to Consolidated Financial Statements

November 30, 2024

In the normal course of business, the Company extends credit to its hoteliers, tour operators, central bill accounts and other third parties. The Company evaluates the collectability of the accounts receivable balances based on a combination of factors. These factors include the type of relationship the Company has with the account, the prior experience the Company has with accounts in each relationship type, and an evaluation of current and projected economic conditions as of the Consolidated Statements of Financial Position date. Based on the current economic conditions, the Company believes the estimate to be appropriate as of November 30, 2024. Actual collections of accounts receivable could differ from management's estimates.

3) Debt and Equity Securities

The Company invests in debt and equity securities as part of the Company's investment strategy.

Marketable securities held for investment purposes, which are recorded at cost or fair value, depending on the nature of the investment, in the Consolidated Statements of Financial Position, were as follows:

(in thousands)	As of November 30,	
	2024	2023
Short-term debt securities available-for-sale (at fair value)	\$ 16,824	\$ 11,643
Short-term debt securities held-to-maturity (at cost)	-	4,296
Total short-term debt securities	\$ 16,824	\$ 15,939

(in thousands)	As of November 30,	
	2024	2023
Long-term debt securities available-for-sale (at fair value)	\$ 196,185	\$ 161,394
Long-term equity securities (at fair value)	162,231	119,700
Total long-term debt and equity securities	\$ 358,416	\$ 281,094

Gross unrealized gains and losses for available-for-sale securities recognized in the Consolidated Statements of Financial Position were as follows:

November 30, 2024

(in thousands)	Available-For-Sale Debt Securities			
	Amortized Cost Basis	Gross Unrealized Gains	Gross Unrealized (Losses)	Fair Value
Mortgage and asset-backed securities	\$ 83,972	\$ 586	\$ (863)	\$ 83,695
Corporate bonds	76,661	904	(439)	77,126
U.S. treasury and government agency bonds	50,257	168	(1,938)	48,487
Municipal and provincial notes and bonds	3,680	30	(9)	3,701
Total available-for-sale debt securities	\$ 214,570	\$ 1,688	\$ (3,249)	\$ 213,009

Notes to Consolidated Financial Statements

November 30, 2024

November 30, 2023

(in thousands)	Available-For-Sale Debt Securities			
	Amortized Cost Basis	Gross Unrealized Gains	Gross Unrealized (Losses)	Fair Value
Mortgage and asset-backed securities	\$ 76,129	\$ 170	\$ (1,848)	\$ 74,451
Corporate bonds	63,165	318	(1,168)	62,315
U.S. treasury and government agency bonds	35,236	16	(2,603)	32,649
Municipal and provincial notes and bonds	3,668	13	(59)	3,622
Total available-for-sale debt securities	\$ 178,198	\$ 517	\$ (5,678)	\$ 173,037

A portion of the Company's available-for-sale debt securities are in an unrealized loss position as of November 30, 2024, due to the interest rate environment. The Company has evaluated these investments on an individual security basis to determine what amount of allowance related to credit loss needs to be recorded. The Company performs an analysis and considers qualitative factors such as, but not limited to, the inherent default risk based on the type of security, the security's current ratings and any rating changes that have occurred, and the extent of the current loss position. The Company also considers the intention to sell the securities in an unrealized loss position or whether it is more likely than not that the Company will be required to sell the securities before the recovery of the entire amortized cost basis, for reasons including working capital and contractual or regulatory obligations. If material, a credit loss allowance is recorded to offset the fair value of assets on the balance sheet.

The Company determined based upon: (i) the fact it does not intend to sell the investments nor is it more likely than not that the Company will be required to sell these securities, and (ii) the qualitative considerations noted above, that there is no allowance for credit losses on the available-for-sale investment portfolio. No impairment was recorded for the years ended November 30, 2024 and 2023.

The aggregate fair value of investments in an unrealized loss position, the amount of unrealized losses, and the duration of the losses are shown below:

(in thousands)	Available-For-Sale Debt Securities					
	Less Than 12 Months		12 Months or More		Total	
	Fair Value	Gross Unrealized (Losses)	Fair Value	Gross Unrealized (Losses)	Fair Value	Gross Unrealized (Losses)
November 30, 2024						
Mortgage and asset-backed securities	\$ 27,352	\$ (297)	\$ 10,532	\$ (566)	\$ 37,884	\$ (863)
Corporate bonds	22,052	(259)	5,657	(180)	27,709	(439)
U.S. treasury and government agency bonds	19,018	(464)	10,633	(1,474)	29,651	(1,938)
Municipal and provincial notes and bonds	1,147	(9)	-	-	1,147	(9)
Total available-for-sale debt securities	\$ 69,569	\$ (1,029)	\$ 26,822	\$ (2,220)	\$ 96,391	\$ (3,249)

Notes to Consolidated Financial Statements

November 30, 2024

(in thousands)	Available-For-Sale Debt Securities					
	Less Than 12 Months		12 Months or More		Total	
	Fair Value	Gross Unrealized (Losses)	Fair Value	Gross Unrealized (Losses)	Fair Value	Gross Unrealized (Losses)
November 30, 2023						
Mortgage and asset-backed securities	\$ 47,833	\$ (1,208)	\$ 7,559	\$ (640)	\$ 55,392	\$ (1,848)
Corporate bonds	35,061	(715)	9,117	(453)	44,178	(1,168)
U.S. treasury and government agency bonds	25,638	(1,714)	3,587	(889)	29,225	(2,603)
Municipal and provincial notes and bonds	2,477	(47)	224	(12)	2,701	(59)
Total available-for-sale debt securities	\$ 111,009	\$ (3,684)	\$ 20,487	\$ (1,994)	\$ 131,496	\$ (5,678)

The amortized cost basis and fair value of debt securities at November 30, 2024, by contractual maturity date, are shown below:

(in thousands)	Available-For-Sale Debt Securities	
	As of November 30, 2024 Amortized cost	Fair Value
Due in one year or less	\$ 16,816	\$ 16,824
Due after one year through five years	36,538	36,851
Due after five years through ten years	48,383	48,183
Due after ten years	112,833	111,151
Total	\$ 214,570	\$ 213,009

Amortized costs for held-to-maturity debt securities recognized in the Consolidated Statements of Financial Position were as follows:

(in thousands)	Held-To-Maturity Debt Securities	
	As of November 30, 2024	2023
Investments in certificates of deposits	\$ -	\$ 2,253
Corporate bonds	-	2,043
Total held-to-maturity debt securities	\$ -	\$ 4,296

The portion of unrealized gains and losses for the period related to equity securities still held at the reporting date is calculated as follows:

(in thousands)	Years Ended November 30,	
	2024	2023
Net unrealized gains recognized during the period on equity securities still held	\$ 28,211	\$ 11,137
Net realized gains recognized during the period on equity securities sold during the period	3,521	760
Net gains recognized during the period on equity securities	\$ 31,732	\$ 11,897

Notes to Consolidated Financial Statements

November 30, 2024

(4) Prepaid Expenses and Other Current Assets

Prepaid expenses (primarily related to payments for insurance, software and hardware maintenance and support costs, third party internet, Global Distribution System's reservation fees, and advertising costs) and other current assets are expensed when services are rendered. Contract assets represent the current portion of the costs incurred to obtain a membership, licensee, or franchise agreement.

Prepaid expenses and other current assets consisted of the following:

(in thousands)	Years Ended November 30,	
	2024	2023
Prepaid expenses and other current assets	\$ 17,627	\$ 17,060
Current contract assets	954	957
Total	\$ 18,581	\$ 18,017

(5) Income Taxes

The income tax provision for the years ended November 30, 2024 and 2023, consisted of the following:

(in thousands)	Years Ended November 30,	
	2024	2023
Current:		
Federal	\$ 13,990	\$ 19,580
Foreign	928	856
State	3,411	5,135
Total current	18,329	25,571
Deferred:		
Federal	1,650	1,405
Foreign	(51)	46
State	552	476
Total deferred	2,151	1,927
Income tax provision	\$ 20,480	\$ 27,498

The following table reconciles the U.S. statutory tax rate to the Company's effective income tax rate and presents the associated income tax provision:

(in thousands)	Years Ended November 30,			
	2024		2023	
	\$	%	\$	%
Income taxes computed at statutory rates	\$ 17,974	21.0%	\$ 24,478	21.0%
State taxes, net of federal benefit	3,350	3.9%	4,445	3.8%
Valuation allowance	1,167	1.4%	150	0.1%
Non-deductible meals and entertainment	730	0.8%	775	0.7%
Other non-deductible items	166	0.2%	272	0.2%
Research and development and foreign tax credits	(1,287)	(1.5%)	(1,041)	(0.9%)
Other	(871)	(1.0%)	(367)	(0.3%)
Foreign-derived intangible income	(749)	(0.9%)	(1,214)	(1.0%)
Income tax provision	\$ 20,480	23.9%	\$ 27,498	23.6%

Notes to Consolidated Financial Statements

November 30, 2024

The tax effects of temporary differences that give rise to significant portions of the deferred tax assets and deferred tax liabilities as of November 30, 2024 and 2023, are presented below:

(in thousands)	As of November 30,	
	2024	2023
Loyalty program	\$ 33,199	\$ 32,756
Deferred revenue	9,098	9,492
Deferred compensation plans	5,126	4,977
Allowance for doubtful accounts	3,875	4,053
Net operating loss	4,687	3,521
Capitalized R&D expenses	9,837	3,436
Compensated absences	1,939	1,779
Other, net	1,786	1,902
Total deferred tax assets	69,547	61,916
Deferred tax liabilities:		
Unrealized gain (1)	\$ 9,267	\$ 1,243
Fixed assets	8,146	7,350
Prepaid expenses	1,932	1,791
Other, net (1)	631	88
Total deferred tax liabilities	19,976	10,472
Less valuation allowance	(5,335)	(4,168)
Net deferred tax assets	\$ 44,236	\$ 47,276

(1) Certain amounts have been reclassified for the period ended November 30, 2023 to conform with current year presentation.

As of November 30, 2024 and 2023, the Company had no unrecognized tax benefits which would impact the Company's effective tax rate if recognized, and the Company has no accrued interest or penalties related to uncertain tax positions. Management is unaware of any provisions that need to be made for any penalties and fees that may result from tax examinations. However, the outcome of tax audits cannot be predicted with certainty and the Company could be required to adjust its provision for income taxes in the period such resolution occurs.

The Company is subject to taxation and files income tax returns in the U.S. federal jurisdiction and in many state and foreign jurisdictions. Currently, the Company has statutes of limitation open in various states ranging from fiscal years ended November 30, 2020 through November 30, 2023, which relate to tax years 2019 through 2022. The federal statute of limitations is currently open from fiscal years ended November 30, 2021 through November 30, 2023, which relate to tax years 2020 through 2022.

The Company has not provided for applicable income or withholding taxes on the undistributed earnings from continuing operations of its subsidiaries operating outside of the United States. Undistributed net income of these subsidiaries as of November 30, 2024 and 2023, net to zero. Any undistributed earnings are considered permanently reinvested.

Notes to Consolidated Financial Statements

November 30, 2024

(6) Property, Equipment and Computer Software, net

Property, equipment and computer software consisted of the following:

(in thousands)	As of November 30,	
	2024	2023
Property and equipment, at cost:		
Furniture and equipment	\$ 27,553	\$ 27,359
Buildings	20,030	19,815
Land	2,335	2,335
Leasehold improvements	2,282	2,160
Land improvements	1,234	1,234
Work in process	135	56
Property and equipment	53,569	52,959
Less accumulated depreciation	(44,115)	(43,795)
Property and equipment, net	9,454	9,164
Computer software, at cost:		
Developed	113,827	96,145
Purchased	6,707	8,158
Work in process	2,178	2,844
Computer software	122,712	107,147
Less accumulated amortization	(93,579)	(81,835)
Computer software, net	29,133	25,312
Property, equipment and computer software, net	\$ 38,587	\$ 34,476

Depreciation and amortization expense consisted of the following:

(in thousands)	Years Ended November 30,	
	2024	2023
Depreciation of property and equipment	\$ 1,382	\$ 1,805
Amortization of computer software	15,665	12,684
Depreciation and amortization of property, equipment and computer software	17,047	14,489
Depreciation of hotel investments (Note 7)	2,531	2,477
Amortization of goodwill and other intangible assets (Note 15)	1,196	1,196
Depreciation and amortization	\$ 20,774	\$ 18,162

(7) Hotel Investments, net

In December 2019 and March 2020, the Company acquired land to develop two hotels, located in Tempe, Arizona, and Denver, Colorado, respectively. Property development costs, including property construction costs, interest and other financing fees, property taxes, architectural and engineering fees, and other direct and indirect development costs, are capitalized beginning when the development activity commences and ending when all infrastructure is substantially complete and the property is available for occupancy.

The Vib in Tempe, Arizona opened in March 2022 and the Vib in Denver, Colorado opened in June 2022. During the month the respective hotel opened, the development in process assets were placed into service and depreciation of these assets commenced.

Notes to Consolidated Financial Statements

November 30, 2024

The results of operations for the hotels are reported in other revenues and general and administrative expenses in the Consolidated Statements of Revenues and Expenses. Hotel operations revenues were \$9.7 million and \$9.5 million for the years ended November 30, 2024 and 2023, respectively. Hotel operations expenses were \$8.4 million and \$8.0 million for the years ended November 30, 2024 and 2023, respectively.

Hotel investments, net, consisted of the following:

(in thousands)	As of November 30, 2024	2023
Hotel investments, at cost:		
Buildings	\$ 40,934	\$ 40,263
Land	6,985	6,985
Furniture and equipment	6,821	6,785
Land improvements	1,761	1,742
Work in process	8	104
Hotel investments	56,509	55,879
Less accumulated depreciation	(6,385)	(3,854)
Hotel investments, net	\$ 50,124	\$ 52,025

Depreciation expense on hotel investments was approximately \$2.5 million and \$2.5 million for the years ended November 30, 2024 and 2023, respectively.

(8) Line of Credit

The Company had a Uncommitted Revolving Line of Credit and Security Agreement (the "LOC Agreement") with the Royal Bank of Canada ("RBC") at November 30, 2024 and 2023. The LOC Agreement allows for up to a \$160 million credit advance and is secured by the Company's unencumbered and unrestricted marketable securities ("Securities") at RBC. Based on the Company's Securities at RBC as of November 30, 2024, the Company may request a credit advance up to \$2 million at a variable interest rate based on the 1 month Secured Overnight Financing Rate ("SOFR") plus 0.75%. Interest is due and payable monthly, with the principal due and payable upon demand of the bank. The Company had no outstanding borrowings against this line of credit at November 30, 2024 and 2023.

(9) Accounts Payable and Accrued Liabilities

Accounts payable and accrued liabilities consisted of the following:

(in thousands)	As of November 30, 2024	2023
Accrued compensation and benefits	\$ 29,935	\$ 27,155
Accounts payable	25,340	26,273
Accrued liabilities	21,878	21,851
Travel Card liability	3,716	4,542
Current construction loans payable	1,079	1,039
Current lease liability	690	848
Total	\$ 82,638	\$ 81,708

(10) Contingencies and Commitments

From time to time, the Company has been, and expects to continue to be, subject to legal proceedings and claims in the ordinary course of business. Such claims, even if not meritorious, could result in the expenditure of significant financial and managerial resources, divert management's attention from the Company's business objectives, and adversely affect the Company's business, results of operations, financial condition and cash flow.

Notes to Consolidated Financial Statements

November 30, 2024

The Company is committed to providing certain payments or credits to: (i) applicants who were offered an incentive to become a new Member, and (ii) Members who were offered an incentive to allow approval of an application in a Member's protected area. These payments or credits are due and payable when the contract terms are met and refundable back to the Company or cease, pursuant to contract terms. As of November 30, 2024 and 2023, the amount of commitments not yet paid was \$17.5 million and \$14.3 million, respectively, which is not recorded in the Consolidated Statements of Financial Position.

(11) Leases

The Company has lease arrangements for office space, vehicles, and office equipment. These leases expire at various dates through 2029.

Operating lease ROU assets and lease liabilities consisted of the following:

(in thousands)	As of November 30,	
	2024	2023
Assets		
Total non-current operating lease assets (1)	\$ 1,482	\$ 1,600
Liabilities		
Current operating lease liabilities (2)	\$ 690	\$ 848
Non-current operating lease liabilities (3)	811	791
Total operating lease liabilities	\$ 1,501	\$ 1,639

- (1) Non-current operating lease assets are recorded in other assets, net, in the Consolidated Statements of Financial Position.
- (2) Current operating lease liabilities are recorded in accounts payable and accrued liabilities in the Consolidated Statements of Financial Position.
- (3) Non-current operating lease liabilities are recorded in non-current lease liability in the Consolidated Statements of Financial Position.

Lease-related expenses consisted of the following:

(in thousands)	Year Ended November 30,	
	2024	2023
Operating lease expense	\$ 960	\$ 958
Variable lease expense	11	50
Total lease expenses	\$ 971	\$ 1,008

For operating leases, the weighted average remaining lease term is 2.9 years and the weighted average discount rate is 3.58%.

Notes to Consolidated Financial Statements

November 30, 2024

Minimum future rentals on non-cancelable operating leases, having an initial or remaining term in excess of one year as of November 30, 2024 were as follows (in thousands):

Years ending November 30,	Operating Leases
2025	\$ 731
2026	333
2027	264
2028	207
2029 and thereafter	50
Total minimum lease payments	1,585
Less interest	(84)
Net present value of minimum lease payments	\$ 1,501

(12) Employee Retirement Savings Plans

The Company sponsors a 401(k) investment plan which is available to all U.S. employees on the first day of service, and a Canadian Registered Retirement Savings Plan (the "RRSP") which is available to all Canadian employees on the first day of service. Under the plans, employees may contribute a percentage of their eligible wages to the plans, subject to maximum statutory regulations. The Company contributes 3% of the annual salary of all eligible employees to these plans.

The Company may also contribute a discretionary amount, as determined by the Board of Directors, up to 6% of employees' eligible compensation, to be allocated in proportion to the employees' contributions provided an employee has worked 1,000 hours during the plan year and is employed on the last day of the plan year.

The Company's expense related to the 401(k) investment plan was \$9.1 million and \$8.2 million for the years ended November 30, 2024 and 2023, respectively, and the Company's expense related to the RRSP was \$189.5 thousand and \$163.1 thousand for the years ended November 30, 2024 and 2023, respectively. These amounts are included in compensation, taxes and benefits in the Consolidated Statements of Revenues and Expenses. The Company's liability related to the 401(k) investment plan was \$6.0 million and \$5.5 million as of November 30, 2024 and 2023, respectively, and \$116.3 thousand and \$110.0 thousand as of November 30, 2024 and 2023, respectively, for the RRSP and is included in accounts payable and accrued liabilities in the Consolidated Statements of Financial Position as of November 30, 2024 and 2023, respectively.

(13) Deferred Compensation Plans and Restricted Rabbi Trust Investments

Nonqualified Deferred Compensation Plan ("NQP") and Restricted Rabbi Trust Investments

The Company has a NQP in which key management employees of the Company, as determined by the Board of Directors, are selected to participate. The NQP is a defined contribution plan, in which participating employees may defer a percentage of their annual salaries and a percentage of any incentive compensation into the NQP. The Company contributes: (i) a non-discretionary contribution of 3% of a participating employee's compensation each pay period, and (ii) an annual discretionary contribution, as determined by the Board of Directors, up to 9% of a participating employee's annual compensation.

The Company utilizes a Trust, whereby the Company makes contributions to this Trust to provide the Company a source of funds to assist in satisfying the NQP liability. It is the intention of the Company that the NQP and the Trust shall constitute an unfunded arrangement for the purpose of providing tax-deferred compensation in accordance with Title I of the Employee Retirement Income Security Act of 1974, as amended. It is also the intention of the Company to fund the Trust and have its assets invested in a manner that matches each participant's deemed investment elections under the NQP, so that the investment gains and losses of the Trust mirror the investment gains and losses credited/debited to participants' accounts. The Trust balance was \$17.2 million and \$17.0 million as of November 30, 2024 and 2023, respectively. Realized and unrealized gains and losses on these investments were realized gains of \$0.7 million and unrealized gains of \$3.1 million, for the year ended November 30, 2024, and were realized gains of \$0.3 million and unrealized gains of \$0.7 million,

Notes to Consolidated Financial Statements

November 30, 2024

for the year ended November 30, 2023, and are recognized in net realized and unrealized gains on investments in the Consolidated Statements of Revenues and Expenses.

The Company's expense related to the NQP was \$4.2 million (including a liability increase associated with net investment gains of \$3.8 million as of November 30, 2024) and \$1.3 million (including a liability increase associated with net investment gains of \$1.0 million as of November 30, 2023) for the years ended November 30, 2024 and 2023, respectively, and is included in compensation, taxes and benefits in the Consolidated Statements of Revenues and Expenses. The Company's total liability for the NQP was \$17.5 million and \$17.3 million as of November 30, 2024 and 2023, respectively, of which the current portion of \$5.3 million and \$3.9 million is included in accounts payable and accrued liabilities in the Consolidated Statements of Financial Position as of November 30, 2024 and 2023, respectively.

Long-term Incentive Plan

The Company has a long-term incentive plan for key executives, as determined by the Board of Directors. Amounts awarded under the plan for each performance period are payable to each key executive in March of the third year from the beginning of the fiscal year for which the award is granted. The key executive must be employed by the Company or retired from the Company on the payment date, noting there are qualifying events with regard to vesting. The plan allows for proration of the accrued benefit for key executives because of death, disability or retirement. The Company records expense for this plan over the three-year required service period. The Company's expense related to this plan was \$1.6 million and \$1.6 million for the years ended November 30, 2024 and 2023, respectively, and is included in compensation, taxes and benefits in the Consolidated Statements of Revenues and Expenses. The Company's total liability for this long-term incentive plan was \$3.2 million and \$2.9 million as of November 30, 2024 and 2023, respectively, of which the current portion of \$1.4 million and \$1.2 million is included in accounts payable and accrued liabilities in the Consolidated Statements of Financial Position as of November 30, 2024 and 2023, respectively.

(14) Related Party Transactions

Each member of our Board of Directors ("Director", or an entity affiliated with a Director) is a party to a membership agreement with the Company, and as a result, our Directors pay system and other fees to us based upon the terms of their respective membership agreements. Our Directors are party to such membership agreements on the same terms and conditions as each of the other Members of the Company.

In January 2024, the Company entered into an agreement with terms available for multi-unit development opportunities with a Limited Liability Company, partially owned by a Director, to provide a Revolving Credit Facility ("RCF") to assist in the development of a number of @Home by Best Western ("@Home") hotels. The available RCF is \$10 million at a variable interest rate based on the SOFR plus 7.0%. For each @Home hotel, a one-time draw on this RCF, which is capped at a designated amount, is available through November 30, 2028. The RCF expires on May 31, 2031. There have been no draws on the RCF at November 30, 2024.

Director compensation consisted of \$123,500 and \$114,351 in annual Director fees per district for the years ended November 30, 2024 and 2023, respectively. Directors are reimbursed reasonable, ordinary and necessary business and travel expenses in accordance with the Company's travel and expense policies.

(15) Goodwill and Other Intangible Assets

Goodwill is allocated to two reporting units: (i) WorldHotels, and (ii) AutoClerk. Activity by reporting unit in the current and prior period is organized by reporting unit noted below.

WorldHotels

On February 15, 2019, the Company entered into and closed a definitive Share Sale and Purchase Agreement with WorldHotels Holdings, LLC ("WH Holdings") and ALHI Holdings, LLC ("ALHI") to purchase 100% of the outstanding shares of BV Acquisitions X GmbH from WH Holdings (thereby also acquiring BV Acquisitions' approximately 98% ownership of the outstanding shares of WorldHotels Aktiengesellschaft ("WH")), and assumed certain rights and obligations of ALHI. During 2020, the Company acquired the remaining approximately 2% ownership of the outstanding shares of WH and now owns 100% of the outstanding shares. The WorldHotels Acquisition was accounted for as a business combination in accordance with ASC Topic 805, Business Combinations.

Notes to Consolidated Financial Statements

November 30, 2024

The total purchase price was allocated based upon: (i) the amounts reported in the WH historical financial statements for any assets that were reported at fair value in accordance with WH's historical accounting policies, and (ii) management's estimates of fair value. The Company determined estimated fair value for other intangible assets with the assistance of valuations performed by third-party specialists. Other intangible assets of acquired customers and trademarks and trade names were valued at \$2.1 million and \$1.3 million, respectively. To the extent the consideration exceeded the fair value of the net assets acquired in this transaction, the excess was assigned to goodwill.

As of August 31, 2024 and 2023, quantitative analyses of goodwill and other intangible asset impairment were performed. To estimate the fair value of goodwill for the reporting unit, the Company utilized a combination of income-based and market-based approaches. The income-based approach utilized a discounted cash flow analysis which considered future growth and profitability. Significant inputs included the discount rate and the terminal growth rate. The market-based approach considered comparable businesses' quoted market prices and market multiples, and a control premium. No impairment was recorded for the years ended November 30, 2024 and 2023. To estimate the fair value of the indefinite-lived trademarks and trade name, the Company utilized an income-based approach, specifically the relief-from-royalty approach. Significant inputs included revenue growth, royalty rate, and discount rate. No impairment was recorded for the years ended November 30, 2024 and 2023.

AutoClerk

On July 31, 2019, the Company entered into and closed a definitive Share Sale and Purchase Agreement with the shareholders of AutoClerk, Inc. ("AC"), to purchase 100% of the outstanding shares of AC. The AC acquisition was accounted for as a business combination in accordance with ASC Topic 805, Business Combinations.

The total purchase price was allocated based upon: (i) the amounts reported in the AC historical financial statements for any assets that were reported at fair value in accordance with AC's historical accounting policies, and (ii) management's estimates of fair value. The Company determined estimated fair value for other intangible assets with the assistance of valuations performed by third-party specialists. Other intangible assets of developed technology and acquired customers were valued at \$1.9 million and \$1.5 million, respectively. To the extent the consideration exceeded the fair value of the net assets acquired in this transaction, the excess was assigned to goodwill.

The Company assessed the qualitative factors attributable to the AC reporting unit and determined that the fair value of the reporting unit is not more likely than not less than its carrying amount as of August 31, 2024 and 2023. Therefore, no quantitative analysis was performed and no impairment was recorded for the years ended November 30, 2024 and 2023.

Amortized goodwill and other intangible assets consisted of the following:

(in thousands)	As of November 30, 2024		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount at November 30
Amortizing goodwill:			
WorldHotels	\$ 4,554	\$ (2,289)	\$ 2,265
AutoClerk	2,198	(1,172)	1,026
Amortizing other intangible assets:			
Acquired customers:			
AutoClerk	1,500	(1,067)	433
Developed technology:			
AutoClerk	1,900	(1,266)	634

Notes to Consolidated Financial Statements

November 30, 2024

(in thousands)	As of November 30, 2023		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount at November 30
Amortizing goodwill:			
WorldHotels	\$ 4,554	\$ (1,750)	\$ 2,804
AutoClerk	2,198	(953)	1,245
Amortizing other intangible assets:			
Acquired customers:			
AutoClerk	1,500	(867)	633
Developed technology:			
AutoClerk	1,900	(1,029)	871

The Company has elected the private-company alternative to amortize goodwill over 10 years. Amortization expense for goodwill was approximately \$0.8 million and \$0.8 million for the years ended November 30, 2024 and 2023, respectively, and is estimated to be approximately \$0.8 million annually for fiscal years ended 2025 through 2028.

Acquired customers and developed technology are definite-life intangible assets, and as such, amortization expense is calculated using a method that most appropriately reflects expected cash flows from these assets with an amortization period, ranging from 7.5 years to 10 years, depending on the type of asset. Amortization expense for definite-life intangible assets was approximately \$0.4 million and \$0.4 million for the years ended November 30, 2024 and 2023, respectively, and is estimated to be approximately \$0.4 million annually for fiscal years ended 2025 and 2026.

Trademarks and trade names are indefinite-life assets as there is no foreseeable limit to the cash flows generated by these assets. The Company has determined that there are currently no legal, regulatory, contractual, competitive, economic or other factors that limit the useful lives of these acquired trademarks and trade names and therefore are considered to be indefinite-lived intangible assets that are not subject to amortization. Trademarks and trade names value resulting from the WorldHotels acquisition was \$1.3 million as of November 30, 2024 and 2023.

(16) Joint Venture

On May 2, 2019, the Company's wholly owned subsidiary, BWI DevCo Denver 3560, LLC, and a third-party, TWC, entered into a joint venture Contribution Agreement and formed Denver 3560, a Colorado limited liability company to develop, build, own and operate a Best Western Vib-branded hotel in Denver, Colorado. Under the terms of the Contribution Agreement, the Company's interest in the joint venture is seventy-five percent (75%) and the TWC interest in the joint venture is twenty-five percent (25%). The hotel started operations in mid-2022.

The joint venture was accounted for as a variable interest entity in accordance with ASC Topic 810, "Consolidations". The Company evaluated the provisions of this standard and determined that the joint venture should be consolidated as the Company has both the power to direct the activities of the joint venture and will participate in the benefits.

The Company has consolidated the results of the Denver 3560 joint venture as of November 30, 2024 and 2023. The contribution by the Company was \$0.2 million and \$0.6 million in the fiscal years ending November 30, 2024 and 2023, respectively, with total contributions of \$7.6 million since inception. The contribution by TWC was \$0.1 million and \$0.2 million in the fiscal years ending November 30, 2024 and 2023, respectively, with total contributions of \$2.5 million since inception through November 30, 2024. The total contributions were used primarily for the land purchase, development and other start-up construction related costs, which are included in hotel investments, net in the Consolidated Statements of Financial Position. The equity contribution from the joint venture partner of \$2.5 million, offset by 25% of the net cumulative losses from operations amounting to \$0.9 million, are included in non-controlling interests in the Consolidated Statement of Financial Position. The contributions by TWC are presented as a supplemental disclosure in the Consolidated Statements of Cash Flows.

Notes to Consolidated Financial Statements

November 30, 2024

(17) Construction Loans

Denver 3560

In March 2020, Denver 3560 entered into an initial Construction Loan Agreement (the "Denver Loan") with UMB Bank, which allowed Denver 3560 to request advances up to \$21.6 million. In July 2021, this Denver Loan was modified to increase the availability of loan advances from \$21.6 million to \$24.4 million. For the period May 1, 2020 through April 1, 2023, interest on the outstanding principal balance of the Denver Loan was due and payable monthly. Beginning April 1, 2023, through the maturity date of March 11, 2027, principal and interest are due and payable in an amount determined by UMB to be sufficient to amortize the outstanding principal balance of the Denver Loan over a twenty-five (25) year period. The outstanding principal balance of this Denver Loan is due and payable on the maturity date. Principal due over the remaining years of the loan as of November 30, 2024 is as follows (in thousands):

Years ending November 30,	Principal
2025	\$ 677
2026	699
2027	21,906
Total	\$ 23,282

The interest rate on the Denver Loan is a fixed annual rate of 3.21% and is computed and accrued on an ACT/360 basis. The Denver Loan is secured by, among other things, the Deed of Trust and is guaranteed by the Company.

The Company had borrowed \$24.4 million and \$24.4 million as of November 30, 2024 and 2023, respectively. The current portion of \$0.7 million and \$0.7 million is included in accounts payable and accrued liabilities and \$22.6 million and \$23.2 million is included in non-current construction loans in the Consolidated Statements of Financial Position for the years ended November 30, 2024 and 2023, respectively.

Construction loan interest of \$0.8 million and \$0.8 million was incurred for the years ended November 30, 2024 and 2023, of which \$0.0 million and \$0.0 million was capitalized and included in hotel investments, net in the Consolidated Statements of Financial Position for the years ended November 30, 2024 and 2023, respectively. \$0.8 million and \$0.8 million of construction loan interest was expensed in interest and dividend income, and interest and other expense, net in the Consolidated Statements of Revenues and Expenses for the years ended November 30, 2024 and 2023, respectively.

The Company is required to maintain certain financial and operational covenants. At November 30, 2024 and 2023, the Company was in compliance with all covenants.

DevCo Tempe

In October 2020, DevCo Tempe entered into the Tempe Loan with UMB Bank. Under terms of the Tempe Loan, DevCo Tempe can request advances up to \$15.3 million. For the period November 1, 2020 through October 31, 2023, interest on the outstanding principal balance of the Tempe Loan was due and payable monthly. Beginning November 1, 2023, through the maturity date of October 2, 2027, principal and interest are due and payable in an amount determined by UMB to be sufficient to amortize the outstanding principal balance of the Tempe Loan over a twenty-five (25) year period. The outstanding principal balance of this Tempe Loan is due and payable on the maturity date. Principal due over the remaining years of the loan as of November 30, 2024 is as follows (in thousands):

Years ending November 30,	Principal
2025	\$ 402
2026	416
2027	14,058
Total	\$ 14,876

Notes to Consolidated Financial Statements

November 30, 2024

The interest rate on the Tempe Loan is a fixed annual rate of 3.50% and is computed and accrued on an ACT/360 basis. The Tempe Loan is secured by, among other things, the Deed of Trust and is guaranteed by the Company.

The Company had borrowed \$15.3 million and \$15.2 million as of November 30, 2024 and 2023, respectively. The current portion of \$0.4 million and \$0.4 million is included in accounts payable and accrued liabilities and \$14.5 million and \$14.8 million is included in non-current construction loans in the Consolidated Statements of Financial Position for the years ended November 30, 2024 and 2023, respectively.

Construction loan interest of \$0.5 million and \$0.5 million was incurred for the years ended November 30, 2024 and 2023, of which \$0.0 million and \$0.0 million was capitalized and included in hotel investments, net in the Consolidated Statements of Financial Position for the years ended November 30, 2024 and 2023, respectively. \$0.5 million and \$0.5 million of construction loan interest was expensed in interest and dividend income, and interest and other expense, net in the Consolidated Statements of Revenues and Expenses for the years ended November 30, 2024 and 2023, respectively.

The Company is required to maintain certain financial and operational covenants. At November 30, 2024 and 2023, the Company was in compliance with all covenants.

(18) Subsequent Events

In connection with the preparation of the consolidated financial statements, the Company evaluated events and transactions occurring after November 30, 2024, for potential recognition or disclosure. The Company has evaluated its subsequent events through February 26, 2025, the date financial statements were available to be issued.

2025 BWH Hotels Board of Directors



2025 BWH® Hotels
Board of Directors and President and Chief Executive Officer,
clockwise from far left, rear:

Mahmood (Mike) Merchant, Director representing District VI
Phillip Payne, Director representing District I
Santosh Khanjee, Director representing District V
Steven Angeline, Director representing District VII
Rajesh (Raj) Patel, Director representing District IV
Stephen Wahrlich, Director representing District II
Lawrence M. Cuculic, President and Chief Executive Officer
Viral (Victor) Patel, Director representing District III

2025 BWH HOTELS BOARD OF DIRECTORS

Stephen Wahrlich

Chairman
Representing District II

Viral (Victor) Patel

Vice Chairman
Representing District III

Rajesh (Raj) Patel

Secretary/Treasurer
Representing District IV

Phillip Payne

Representing District I

Santosh Khanjee

Representing District V

Mahmood (Mike) Merchant

Representing District VI

Steven Angeline

Representing District VII

Corporate Officers

Lawrence M. Cuculic

President and Chief Executive Officer

Mark Straszynski

Senior Vice President and Chief Financial Officer

Jay Pricher

Senior Vice President, General Counsel and Secretary

Principal Place of Business

6201 North 24th Parkway
Phoenix, Arizona 85016-2023, USA
(602) 957-4200

Independent Auditors

Ernst & Young LLP

Report of Independent Auditors

To the Board of Directors and Members of Best Western International, Inc.

Opinion

We have audited the consolidated financial statements of Best Western International, Inc. (the Company), which comprise the consolidated statements of financial position as of November 30, 2023 and 2022, and the related consolidated statements of revenues and expenses, other comprehensive revenues and expenses, cash flows and changes in net assets for the years then ended, and the related notes (collectively referred to as the “financial statements”).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company at November 30, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor’s Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

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

Auditor’s Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free of material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company’s internal control. Accordingly, no such opinion is expressed.

Report of Independent Auditors

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Information

Management is responsible for the other information. The other information comprises the Financial Highlights in the Annual Report but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Ernst & Young LLP

Phoenix, Arizona
February 23, 2024

Consolidated Statements of Financial Position

(in thousands)	As of November 30,	
	2023	2022
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 161,159	\$ 239,426
Restricted cash	12,194	11,089
Short-term investments	15,939	16,396
Accounts receivable, principally from Members, net	61,858	72,182
Prepaid expenses and other current assets	18,017	17,265
Income taxes receivable	9,748	8,430
TOTAL CURRENT ASSETS	278,915	364,788
Property, equipment and computer software, net	34,476	31,252
Hotel investments, net	52,025	53,403
Long-term investments	281,094	110,512
Restricted Rabbi Trust investments	17,037	19,063
Deferred income taxes	47,276	49,204
Other assets, net	23,014	23,293
TOTAL ASSETS	\$ 733,837	\$ 651,515
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable and accrued liabilities	\$ 81,708	\$ 78,042
Current frequent stay program liability	117,949	96,193
Current deferred revenue	16,845	16,327
Deposits	10,109	12,460
Line of credit	-	-
TOTAL CURRENT LIABILITIES	226,611	203,022
Non-current frequent stay program liability	175,298	198,148
Non-current deferred affiliation fee revenue	45,980	48,558
Non-current deferred compensation plans liability	15,358	17,183
Non-current construction loans	37,963	37,861
Non-current lease liability	790	-
TOTAL LIABILITIES	502,000	504,772
NET ASSETS:		
Retained earnings	233,532	144,213
Accumulated other comprehensive (loss) income	(3,525)	576
TOTAL BEST WESTERN INTERNATIONAL, INC. NET ASSETS	230,007	144,789
Non-controlling interests	1,830	1,954
TOTAL NET ASSETS	231,837	146,743
TOTAL LIABILITIES AND NET ASSETS	\$ 733,837	\$ 651,515

See accompanying notes to consolidated financial statements.

Consolidated Statements of Revenues and Expenses

(in thousands)	Years Ended November 30,	
	2023	2022
REVENUES:		
Fees, dues and assessments	\$ 293,536	\$ 276,766
Program revenues	180,273	165,915
Other revenues	62,787	51,199
TOTAL REVENUES	536,596	493,880
EXPENSES:		
Compensation, taxes and benefits	197,303	175,005
Advertising and promotion	121,415	105,950
Depreciation and amortization	18,162	14,748
General and administrative	88,222	77,477
Program cost of sales	19,540	16,531
TOTAL EXPENSES	444,642	389,711
Net realized and unrealized gains (losses) on investments	12,414	(1,391)
Interest and dividend income, and interest expense, net	12,150	2,160
Excess of revenues over expenses before income taxes	116,518	104,938
Income tax provision	(27,498)	(17,169)
Excess of revenues over expenses	89,020	87,769
Excess of expenses over revenues attributable to non-controlling interests	299	310
EXCESS OF REVENUES OVER EXPENSES		
ATTRIBUTABLE TO BEST WESTERN INTERNATIONAL, INC.	\$ 89,319	\$ 88,079

See accompanying notes to consolidated financial statements.

Consolidated Statements of Other Comprehensive Revenues and Expenses

(in thousands)	Years Ended November 30,	
	2023	2022
EXCESS OF REVENUES OVER EXPENSES	\$ 89,020	\$ 87,769
Foreign currency translation adjustment, net of tax	(755)	982
Change in net unrealized gains (losses) on available-for-sale debt securities, net of tax:		
Net unrealized (losses) on available-for-sale debt securities	(3,825)	(675)
Adjustment for net losses realized and included in excess of revenues over expenses	479	134
Total change in net unrealized losses on available-for-sale debt securities	(3,346)	(541)
Comprehensive excess of revenues over expenses	84,919	88,210
Comprehensive excess of expenses over revenues attributable to non-controlling interests	299	310
COMPREHENSIVE EXCESS OF REVENUES OVER EXPENSES ATTRIBUTABLE TO BEST WESTERN INTERNATIONAL, INC.	\$ 85,218	\$ 88,520

See accompanying notes to consolidated financial statements.

Consolidated Statements of Cash Flows

(in thousands)	Years Ended November 30,	
	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES:		
Excess of revenues over expenses	\$ 89,020	\$ 87,769
Adjustments to reconcile excess of revenues over expenses to net cash provided by operating activities:		
Depreciation and amortization	18,162	14,748
Provision for doubtful accounts	794	(1,650)
Net losses (gains) on Restricted Rabbi Trust investments	(996)	1,977
Net losses on available for sale debt securities	479	-
Net (gains) on equity securities	(11,629)	(761)
Amortization of bond premiums/(discounts) on held-to-maturity securities, net	79	131
Amortization/(accretion) of premiums/(discounts) on available-for-sale debt securities, net	(1,732)	(144)
Change in accrued interest on held-to-maturity securities, net	66	-
Change in accrued interest on available-for-sale debt securities, net	(6)	36
Provision for deferred income taxes	2,999	1,393
Loss on disposition of property, equipment and computer software	27	216
Changes in assets and liabilities:		
Accounts receivable	9,528	(7,988)
Prepaid expenses and other current assets	(741)	(2,473)
Income taxes	(1,327)	(9,710)
Other assets, net	(735)	1,002
Accounts payable, accrued liabilities and deferred compensation plans liability	5,239	2,749
Deferred revenue	(2,089)	(510)
Frequent stay program liability	(1,094)	15,033
Deposits	(3,567)	952
NET CASH PROVIDED BY OPERATING ACTIVITIES	102,477	102,770
CASH FLOWS FROM INVESTING ACTIVITIES:		
Proceeds from maturity of held-to-maturity debt securities	13,000	16,500
Proceeds from maturity of available-for-sale debt securities	4,118	-
Proceeds from sale of available-for-sale debt securities	41,029	3,460
Proceeds from sale of equity securities	9,722	843
Purchase of available-for-sale debt securities	(149,432)	(76,005)
Purchase of equity securities	(80,164)	(37,712)
Development costs of hotel investments	(820)	(11,211)
Fund Restricted Rabbi Trust investments	(285)	(439)
Purchase of property, equipment and computer software	(17,683)	(15,197)
NET CASH USED IN INVESTING ACTIVITIES	(180,515)	(119,761)

Continues on next page.

See accompanying notes to consolidated financial statements.

Consolidated Statements of Cash Flows

(in thousands)	Years Ended November 30,	
	2023	2022
CASH FLOWS FROM FINANCING ACTIVITIES:		
Repayment of construction loan	\$ (456)	\$ -
Proceeds from construction loans	1,135	12,515
NET CASH PROVIDED BY FINANCING ACTIVITIES	679	12,515
Net decrease in cash and cash equivalents, and restricted cash	(77,359)	(4,476)
Effect of foreign exchange rate changes on cash and cash equivalents, and restricted cash	197	(177)
Cash and cash equivalents, and restricted cash at beginning of period	250,515	255,168
CASH AND CASH EQUIVALENTS, AND RESTRICTED CASH AT END OF PERIOD	\$ 173,353	\$ 250,515
Supplemental disclosures of cash flow information:		
Cash paid for:		
Interest, net of capitalized interest of \$0 and \$396 for the years ended November 30, 2023 and 2022, respectively	\$ 1,386	\$ 501
Income taxes	26,317	26,067
Income tax refunds received	\$ 532	\$ 486
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows used in operating leases	\$ 1,043	\$ -
Non-cash operating activities:		
Amortization of operating lease right-of-use assets	\$ 958	\$ -
Net increase in operating lease right-of-use assets and operating lease liabilities due to adoption of ASC 842	2,191	-
Right-of-use assets obtained in exchange for operating lease liabilities	330	-
Non-cash impact to right-of-use assets and lease liabilities due to lease cancellation	(39)	-
Non-cash investing activities:		
Disposal of fully depreciated property, equipment and computer software	\$ 8,156	\$ 5,365
Accrued additions to hotel investments	104	1,364
Accrued additions to property, equipment and computer software	57	780
Employee contributions to the Restricted Rabbi Trust investments	176	312
Distributions from Restricted Rabbi Trust investments	3,483	4,426
Non-cash financing activities:		
Equity contribution from joint venture partner	\$ 175	\$ 239

See accompanying notes to consolidated financial statements.

Consolidated Statements of Changes in Net Assets

(in thousands)	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Non-controlling Interests in Consolidated Subsidiaries	Total Net Assets
Balance - November 30, 2021	\$ 56,134	\$ 135	\$ 2,025	\$ 58,294
Total excess of revenues over expenses (expenses over revenue)	88,079	-	(310)	87,769
Foreign currency translation adjustment, net of tax	-	982	-	982
Unrealized (losses) on available-for-sale debt securities, net of tax	-	(541)	-	(541)
Contributions from non-controlling interests	-	-	239	239
Balance - November 30, 2022	144,213	576	1,954	146,743
Total excess of revenues over expenses (expenses over revenue)	89,319	-	(299)	89,020
Foreign currency translation adjustment, net of tax	-	(755)	-	(755)
Unrealized (losses) on available-for-sale debt securities, net of tax	-	(3,346)	-	(3,346)
Contributions from non-controlling interests	-	-	175	175
Balance - November 30, 2023	\$233,532	\$ (3,525)	\$ 1,830	\$ 231,837

See accompanying notes to consolidated financial statements.

Notes to Consolidated Financial Statements

November 30, 2023

(1) Business, Organization and Summary of Significant Accounting Policies

(a) Nature of Business

Best Western International, Inc. and its consolidated subsidiaries ("Best Western" or the "Company") is a membership organization incorporated as a non-profit corporation in the State of Arizona. The Company is a membership association of hotels established solely to provide revenue generating opportunities and to leverage marketing and purchasing power to benefit the holders of the Company's membership interests (the "Members"). The exceptions to the membership structure are the wholly owned subsidiaries: (i) SureStay, Inc. ("SureStay"), which is a franchisor, (ii) soft brand licensees, (iii) World Hotels GmbH ("WorldHotels"), which is a licensor, (iv) AutoClerk, Inc. ("AutoClerk"), which provides property management services, and (v) BWI DevCo Tempe, LLC ("DevCo Tempe"), which owns and operates a Best Western branded hotel. The Company's wholly owned subsidiary, BWI DevCo Denver 3560, LLC, and T.W.C. LLC ("TWC"), entered into a joint venture Contribution Agreement and formed Denver 3560, LLC ("Denver 3560"), a Colorado limited liability company to develop, build, own and operate a Best Western branded hotel.

Best Western branded hotels, SureStay branded hotels, soft brand licensees, and WorldHotels branded hotels, collectively referred to as BWH Hotels ("BWH"), are located throughout the world. As of November 30, 2023, there are approximately 4,300 hotels in over 100 countries and territories worldwide associated with BWH, that are activated or currently in the development pipeline to be activated on our reservations platform.

(b) Principles of Consolidation

The consolidated financial statements include the accounts of the Company, our wholly owned subsidiaries and entities in which the Company has a controlling financial interest, including variable interest entities where the Company is the primary beneficiary.

The determination of a controlling financial interest is based upon the terms of the governing agreements of the respective entities, including the evaluation of rights held by other ownership interests. If the entity is considered to be a variable interest entity, the Company determines whether the Company is the primary beneficiary, and then consolidates those variable interest entities for which the Company has determined that the Company is the primary beneficiary.

All significant intercompany transactions and balances are eliminated in consolidation.

(c) Basis of Presentation

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported and, accordingly, ultimate results could differ from those estimates. In our opinion, the consolidated financial statements reflect all adjustments, including normal recurring items, considered necessary for a fair presentation of financial performance.

(d) Cash and Cash Equivalents

Cash and cash equivalents include highly liquid money market instruments that have original maturities of three months or less at the date of purchase.

(e) Restricted Cash

Restricted cash is primarily comprised of annual dues paid by Members prior to the related service period as well as funds required to pay the principal and interest on the DevCo Tempe Construction Loan ("Tempe Loan") for the period January 1, 2024 through December 1, 2024 (see note 17). Annual dues are held in a custodial account and are not available to the Company until December of the following fiscal year. As of November 30, 2023 and 2022, there was \$12.2 million and \$11.1 million of restricted cash, respectively.

Notes to Consolidated Financial Statements

November 30, 2023

The following table provides a reconciliation of cash and cash equivalents, and restricted cash reported in the Consolidated Statements of Financial Position that sum to the total of such amounts shown in the Consolidated Statements of Cash Flows:

(in thousands)	As of November 30,	
	2023	2022
Cash and cash equivalents	\$161,159	\$239,426
Restricted cash	12,194	11,089
Total cash and cash equivalents, and restricted cash shown in the Consolidated Statements of Cash Flows	\$173,353	\$250,515

(f) *Investments*

Investments consist of certificates of deposits, mutual funds, common shares, U.S. treasury and government agency bonds, corporate bonds, mortgage and asset-backed securities, and municipal and provincial notes and bonds, and are classified as short-term or long-term investments based on maturity dates for debt securities, and equity securities are classified as long-term based on the Company's liquidity position. The Company has not recognized any investment impairments during the years ended November 30, 2023 and 2022 (see note 3).

(g) *Restricted Rabbi Trust Investments*

The Company has a Nonqualified Deferred Compensation Plan ("NQP") in which key management employees of the Company, as determined by the Board of Directors, are selected to participate. The NQP was restated effective December 1, 2020, to provide for the use of a Rabbi Trust and to amend the design of the Company's contributions. Effective December 1, 2020, the Company established a NQP Rabbi Trust ("Trust"), whereby the Company makes contributions to this Trust to provide the Company a source of funds to assist in satisfying the NQP liability. The investments included in this Trust are carried at fair value and recorded in Restricted Rabbi Trust investments in the Consolidated Statements of Financial Position (see note 13).

(h) *Fair Value of Financial Instruments*

The carrying amount reflected in the Consolidated Statements of Financial Position for cash and cash equivalents, restricted cash, prepaid expenses and other current assets, accounts receivable, principally from members, net, accounts payable and accrued liabilities, and deposits approximate their respective fair values based on their liquidity and/or the short-term nature of these instruments. The Company measures and discloses the estimated fair value of financial assets and liabilities utilizing a hierarchy of valuation techniques based on whether the inputs to a fair value measurement are considered to be observable or unobservable in a marketplace. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect the Company's market assumptions. This hierarchy requires the use of observable market data when available. These inputs have created the following fair value hierarchy:

- 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 in which significant inputs and significant value drivers are observable in active markets; and
- Level 3 – fair value measurements derived from valuation techniques in which one or more significant inputs or significant value drivers are unobservable.

The Company measures fair value using a set of standardized procedures for all assets and liabilities which are required to be measured at their estimated fair value on either a recurring or non-recurring basis. When available, the Company utilizes quoted market prices from an independent third-party source to determine fair value and classifies such items in Level 1.

Notes to Consolidated Financial Statements

November 30, 2023

In accordance with the fair value accounting requirements, companies may choose to measure eligible financial instruments and certain other items at fair value. The Company has not elected the fair value option for any eligible financial instruments.

The investments in the Trust are restricted and are designated as trading securities and carried at fair value. The fair market value of these restricted investments are measured using Level 1 inputs (quoted prices for identical assets in active markets).

The following tables present information about the carrying value of the Company's financial assets compared to fair value as of November 30, 2023 and 2022, and indicate the fair value hierarchy of the valuation techniques utilized to determine such fair value. The investments in certificates of deposits, mutual funds, common shares, U.S. treasury and government agency bonds, corporate bonds, mortgage and asset-backed securities, and municipal and provincial notes and bonds are included in both short-term and long-term investments in the Consolidated Statements of Financial Position, and the investments held in a Restricted Rabbi Trust are included in Restricted Rabbi Trust investments in the Consolidated Statements of Financial Position.

Carrying Value vs. Fair Value Measurements

November 30, 2023				
(in thousands)	Carrying Value	Total	Fair Value	
			Quoted Prices in Significant Other Active Markets for Identical Assets (Level 1)	Observable Inputs (Level 2)
Mutual funds	\$ 75,070	\$ 75,070	\$ 75,070	\$ -
Mortgage and asset-backed securities	74,452	74,185	74,185	-
Corporate bonds	64,357	63,702	63,702	-
Common shares	44,630	44,630	44,630	-
U.S. treasury and government agency bonds	32,649	32,538	32,538	-
Municipal and provincial notes and bonds	3,622	3,594	3,594	-
Investments in certificates of deposits	2,253	2,234	2,234	-
Restricted Rabbi Trust investments	17,037	17,037	17,037	-
Total	\$ 314,070	\$ 312,990	\$ 312,990	\$ -

November 30, 2022				
(in thousands)	Carrying Value	Total	Fair Value	
			Quoted Prices in Significant Other Active Markets for Identical Assets (Level 1)	Observable Inputs (Level 2)
Corporate bonds	\$ 39,107	\$ 38,674	\$ 38,674	\$ -
Mortgage and asset-backed securities	25,708	25,632	25,632	-
Mutual funds	19,126	19,126	19,126	-
Common shares	18,504	18,504	18,504	-
U.S. treasury and government agency bonds	15,415	15,319	15,319	-
Investments in certificates of deposits	5,250	5,121	5,121	-
Municipal and provincial notes and bonds	3,798	3,770	3,770	-
Restricted Rabbi Trust investments	19,063	19,063	19,063	-
Total	\$ 145,971	\$ 145,209	\$ 145,209	\$ -

Notes to Consolidated Financial Statements

November 30, 2023

(i) *Property, Equipment and Computer Software and Hotel Investments*

Property, equipment and computer software and hotel investments are recorded at cost. Costs of improvements that extend the economic life or improve service potential are also capitalized. Depreciation on land improvements, buildings, and furniture and equipment is computed using straight-line and accelerated methods over estimated useful lives ranging from 3 to 39 years. Leasehold improvements are amortized on a straight-line basis over the shorter of the related lease term or the estimated useful lives of the assets.

Purchased software license fees and related implementation costs, and costs to develop software for internal use are capitalized and amortized on a straight-line basis over a three-year useful life. Repair and maintenance costs are charged to expenses as incurred.

The Company developed, opened and is operating two hotels and the property and equipment related to these hotels are included in hotel investments, net in the Consolidated Statements of Financial Position (see notes 7, 16, and 17).

(j) *Goodwill and Other Intangible Assets*

Goodwill arises from business combinations and represents the excess of the cost of an acquired entity over the net fair value amounts that were assigned to the identifiable assets acquired and the liabilities assumed. Goodwill is amortized on a straight-line basis over a ten-year useful life and is tested for impairment if circumstances indicate that the goodwill carrying value may exceed its fair value. Goodwill is included in other assets, net in the Consolidated Statements of Financial Position.

Other intangible assets include acquired customers, developed technologies, and trademarks and trade names resulting from business acquisitions. Other intangible assets are valued based on their acquisition date fair values and, other than trademarks and trade names which are indefinite-lived, are amortized using the straight-line method over their estimated useful lives, ranging from 7.5 years to 10 years. Other intangible assets are included in other assets, net in the Consolidated Statements of Financial Position.

The Company evaluates the potential impairment of goodwill and other intangible assets annually. In evaluating these assets for impairment, the Company may elect to first assess qualitative factors to determine whether it is more likely than not that the fair value of the reporting unit or the intangible assets is less than its carrying amount. If the conclusion is that the fair value of the assets is not more likely than not less than its carrying value, then no further testing is required. If the conclusion is that the fair value of the assets is more likely than not less than its carrying value, then a quantitative impairment test is performed. For intangible assets, if the carrying value is greater than the fair value of the assets, an impairment charge is recognized for this excess. The Company may elect to forgo the qualitative assessment and move directly to the quantitative impairment tests for goodwill and other intangible assets. The Company determines the fair value of its reporting units and intangible assets using income and market methods.

Goodwill has been allocated to two reporting units: (i) WorldHotels, and (ii) AutoClerk. The Company performed a quantitative impairment analysis for the WorldHotels reporting unit in both 2023 and 2022. As of November 30, 2023 and November 30, 2022, the Company determined that the fair value of the WorldHotels reporting unit exceeded the carrying value and no impairment was recorded. The Company performed a qualitative impairment analysis for the AutoClerk reporting unit during both 2023 and 2022, concluding that it is more likely than not that the fair value of the reporting unit is greater than its carrying amount (see note 15).

(k) *Impairment or Disposal of Long-Lived Assets*

The Company reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets is measured by a comparison of the carrying amount of an asset to future undiscounted net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the estimated fair value of the assets. The Company has not recognized any impairments during the years ended November 30, 2023 and 2022.

Notes to Consolidated Financial Statements

November 30, 2023

(l) *Leases*

The Company primarily leases office space, vehicles, and office equipment from third parties. The Company determines if a contract is a lease at inception. A contract contains a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. The lease term begins on the commencement date, which is the date the Company takes possession of the asset and may include options to extend or terminate the lease when it is reasonably certain that the option will be exercised. Certain of the Company's leases contain renewal options for varying periods, which can be exercised at the Company's sole discretion. Leases are classified as operating or finance leases based on factors such as the lease term, lease payments, and the economic life, fair value and estimated residual value of the asset. Where leases include options to purchase the leased asset at the end of the lease term, this is assessed as a part of the Company's lease classification determination.

Under Accounting Standards Codification ("ASC") Leases ("ASC 842"), which the Company adopted as of December 1, 2022 (see note 1(u)), the Company recognizes a right-of-use ("ROU") asset and lease liability to account for its leases. ROU assets represent the Company's right to use an underlying asset for the lease term and lease liabilities represent the Company's obligation to make lease payments arising from the lease. ROU assets and lease liabilities are recognized on the commencement date based on the present value of lease payments over the lease term. ROU assets are based on the lease liability and are increased by prepaid lease payments and decreased by lease incentives received. Lease incentives are amortized through the lease asset as reductions of expense over the lease term. For leases where the Company is reasonably certain to exercise a renewal option, such option periods have been included in the determination of the Company's ROU assets and lease liabilities.

Leases typically contain rent escalations over the lease term. The Company recognizes expense for these leases on a straight-line basis over the lease term. Certain leases require the Company to pay taxes, insurance, maintenance and other operating expenses associated with the leased asset. Such amounts are not included in the measurement of the ROU assets and lease liabilities to the extent they are variable in nature. These variable lease costs are recognized as a variable lease expense when incurred.

Our lease agreements do not contain any material residual value guarantees or material restrictive covenants.

As a practical expedient, lease agreements with lease and non-lease components are accounted for as a single lease component for all asset classes. The Company estimates contingent lease incentives when it is probable that the Company is entitled to the incentive at lease commencement. The Company elected the short-term lease recognition exemption for all leases. Therefore, leases with an initial term of 12 months or less are not recorded on the consolidated balance sheet; instead, lease payments are recognized as lease expense on a straight-line basis over the lease term. The depreciable life of the ROU assets are limited by the expected lease term unless the Company is reasonably certain of a transfer of title or purchase option.

The Company elected to use a risk-free rate as the discount rate for all asset classes.

(m) *Income Taxes*

The Company utilizes the liability method of accounting for income taxes whereby deferred taxes are determined based on the difference between the financial statement and tax basis of assets and liabilities using enacted tax rates in effect in the years in which the differences are expected to reverse.

Recognition of deferred tax assets is limited to amounts considered by management to be more likely than not realized in future period.

The Company assesses whether a valuation allowance should be established based on its determination of whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. Both positive and negative evidence is considered when determining the necessity of the valuation allowance as well as the sources of taxable income supporting the realization of the deferred tax assets, including taxable income in carryback years, future reversals of existing taxable temporary differences, tax-planning strategies and projected taxable income from future operations.

Based on the history of positive earnings, in addition to the expected reversal of taxable temporary differences and forecasted positive results of operations, management determined, based on its assessment of both positive and negative evidence and objective and subjective evidence, that it is more likely than not that the Company will realize

Notes to Consolidated Financial Statements

November 30, 2023

its deferred tax assets, with the exception of certain deferred tax assets related to foreign net operating losses, ("NOL"), and foreign tax credit, ("FTC"), carryforwards. The Company has provided a valuation allowance against net deferred tax assets for certain foreign loss entities as the realization of such assets are not more likely than not to occur.

As of November 30, 2023, the Company had foreign NOL carryforwards of \$11.1 million and U.S. FTC carryforwards of \$0.6 million. The foreign NOLs will not expire and will carryforward indefinitely. The FTC carryforwards were generated in the years ended November 30, 2019 and 2020, in the amounts of \$0.2 million and \$0.4 million, respectively, and expire in the years ended November 30, 2029 and 2030, respectively.

The Company reviews uncertain tax positions taken, or expected to be taken, in the course of preparing the Company's tax returns to determine whether the tax positions are more likely than not of being sustained by the applicable tax authority. Management of the Company is required to analyze all open tax years, as defined by the statutes of limitations for all major jurisdictions, which include federal, state, and foreign. As of November 30, 2023 and 2022, the Company has not recognized any asset or liability for unrecognized income tax benefits or liabilities. It is the Company's policy to recognize interest and penalties related to uncertain tax positions as a component of the income tax provision.

(n) Revenue Recognition

Fees, dues and assessments

Fees, dues and assessments are established by the membership and the Board of Directors to compensate the Company for providing services to Members, soft brand licensees, SureStay franchisees, and WorldHotels licensees. The Company has performance obligations to provide hotel support and marketing, and a license to our hotel system intellectual property for the use of our brand names. Our performance obligations are a series of distinct goods or services, for which the Company receives the following types of variable consideration through our membership agreements with our Members. Monthly fees and assessments (which include advertising, sales and marketing and reimbursement for the Company's technology expenses) represent fixed and variable consideration and are billed monthly and recognized as revenue in the same month as the services are provided and charges become fixed or determinable and payable. Annual dues are established, billed and payable each year for continuing membership during the succeeding year. Annual dues are recognized as revenue ratably in the year to which the continuing membership applies. Any Member may resign from the Company at any time, but if the Member resigns or is terminated, fees and dues become immediately due and payable per the terms of the applicable contract and are recognized as revenue when cash is received regardless of the term of the contract.

Affiliation fee revenues from Best Western branded hotels are fixed consideration payable upon approval of the Member or licensee by the Board of Directors and acceptance of membership or license terms by the property owner. These revenues are recognized on a straight-line basis over the hotelier's expected life as a Best Western branded hotel or over the initial contract term. SureStay franchisee initial fees are due upon execution of a franchise agreement and recognized over the initial term of the franchise agreement. WorldHotels hotel integration fees are recognized on a straight-line basis over the expected life as a WorldHotels branded hotel. Affiliation fee revenues were \$9.8 million and \$8.9 million for the years ended November 30, 2023 and 2022, respectively.

Best Western Rewards® frequent stay program ("BWR® program")

The Company administers the BWR program for the benefit of BWH and BWR program members. Under our BWR program, the Company has a performance obligation to provide or arrange for the provision of goods or services between BWR program members and BWH hotels in exchange for the redemption of points earned from past activities. Costs of operating the BWR program, including costs for marketing, promotion, and other member services, are charged to the BWH hotels through an assessment fee that is based on members' qualified expenditures. The assessment fees received from BWH hotels are deferred and recognized as program revenues as the loyalty points are redeemed and the related service, net of redemption expense, is provided. The amount of revenue the Company recognizes upon point redemption is impacted by the Company's estimate of the breakage for points that BWR members will never redeem. The Company estimates breakage based on historical experience and expectations of future BWR member behavior, including analyses performed by and input of third-party actuaries. All BWR program costs are recognized as incurred.

Notes to Consolidated Financial Statements

November 30, 2023

Program revenues in excess of redemption costs are used to fund the operational expenses of the BWR program.

Best Western Travel Card® (a card having no expiration date and no usage or non-usage fees) revenue is recognized when: (i) the Best Western Travel Card is redeemed, or (ii) the likelihood of the Best Western Travel Card being redeemed is remote (Best Western Travel Card breakage), and the Company determines that there is not a legal obligation to remit the unredeemed Best Western Travel Card balance to the relevant jurisdiction. The determination of the Best Western Travel Card breakage rate is based upon Company specific historical redemption patterns. Best Western Travel Card breakage is included in program revenues in the Consolidated Statements of Revenues and Expenses.

Other revenues

Other revenues in the Consolidated Statements of Revenues and Expenses consist of: (i) international fees and other fees from hotelier meetings, training, quality assurance inspections and other services, and (ii) owned hotel operations revenues, and are recognized in the month the services are provided. International fees include fees and charges for reservations and other services billed to international organizations monthly and were \$23.0 million and \$21.2 million for the years ended November 30, 2023 and 2022, respectively. Owned hotel operations revenues were \$9.5 million and \$3.3 million for the years ended November 30, 2023 and 2022, respectively.

All other revenue sources, such as program fees, are recognized in the month that the product or service is provided. Revenues, including rebates from vendors, and associated costs of product sold to hoteliers when the Company does not assume the risk and rewards of ownership of the product, is not the primary obligator, and does not possess other indicators of gross reporting, are reported as a net amount earned and included in program revenues in the Consolidated Statements of Revenues and Expenses.

Contract balances

The Company records a receivable as performance obligations are satisfied and there is an unconditional right to receive payment. Deferred revenue is recorded when the Company receives payment, or has the unconditional right to receive payment, in advance of the satisfaction of the Company's performance obligations related to initial affiliation fees and the BWR program.

Certain costs to obtain contracts with Members, soft brand licensees, SureStay franchisees, and WorldHotels licensees are capitalized and amortized on a straight-line basis over the hotelier's expected life as a branded hotel or over the initial contract term. The costs of obtaining a contract with a Member, soft brand licensee, SureStay franchisee, and WorldHotels licensee are recorded in prepaid expenses and other current assets, and other assets, net in our Consolidated Statements of Financial Position. The related amortization is recorded in compensation, taxes and benefits in our Consolidated Statements of Revenues and Expenses. The Company had capitalized costs to obtain contracts with customers of \$12.9 million and \$13.3 million at November 30, 2023 and 2022, respectively, consisting of the following:

(in thousands)	As of November 30,	
	2023	2022
Current contract assets	\$ 957	\$ 964
Non-current contract assets	11,903	12,305
Total contract assets	\$ 12,860	\$ 13,269

Notes to Consolidated Financial Statements

November 30, 2023

At November 30, 2023 and 2022, the contract liabilities balances related to affiliation fees and the BWR program include the following components and are included in current frequent stay program liability, current deferred revenue, non-current frequent stay program liability, and non-current deferred affiliation fee revenue in the Consolidated Statements of Financial Position:

(in thousands)	As of November 30,	
	2023	2022
Current contract liabilities	\$ 122,503	\$ 100,161
Non-current contract liabilities	221,278	246,706
Total contract liabilities	\$ 343,781	\$ 346,867

(in thousands)	As of November 30,	
	2023	2022
Liability related to the loyalty program	\$ 292,438	\$ 292,993
Affiliation fees received from hoteliers	51,343	53,874
Total contract liabilities	\$ 343,781	\$ 346,867

(o) *Significant Estimates and Assumptions*

Management of the Company has made certain estimates and assumptions relating to the reporting of assets and liabilities, revenues and expenses, and the disclosure of contingent assets and liabilities to prepare these consolidated financial statements in conformity with GAAP. Actual results could differ from those estimates.

(p) *Concentration of Credit Risk*

Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of cash and cash equivalents, accounts receivable, principally from Members, net, and investments.

The Company has concentrated its credit risk for cash by maintaining deposits in financial institutions which exceed amounts covered by insurance provided by the U.S. Federal Deposit Insurance Corporation. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk to cash and cash equivalents.

Accounts receivable, principally from Members, net, are primarily from Member, franchisee, licensee fees and services, and product sales. Concentrations of credit risk with respect to accounts receivable are limited due to the large number of hoteliers located throughout the world comprising the Company's customer base. The Company does not require collateral within credit limits established. In those instances when a Member, franchisee, or licensee requests product in excess of the credit limit allowed by Company policy, the Company requests a letter of credit, deposit, or prepayment to secure the collection of accounts receivable. The Company performs ongoing evaluations of its hotelier receivables; non-payment can lead to cancellation of the applicable Best Western membership, license or franchise.

The Company is also potentially subject to concentrations of credit risk in its investments. The Company has investments in certificates of deposits, mutual funds, common shares, U.S. treasury and government agency bonds, corporate bonds, mortgage and asset-backed securities, and municipal and provincial notes and bonds. The Company has appointed an investment advisory firm to oversee the Company's investment strategy who have assigned various fund managers to manage the Company's investments. The Company has not experienced any other-than-temporary impairment losses in such accounts and believes it is not exposed to any significant credit risk to investments based on its ability to hold investments until recovery as well as the active management of the portfolio.

(q) *Advertising Costs*

Advertising costs are expensed as incurred and recorded as advertising and promotion expenses.

Notes to Consolidated Financial Statements

November 30, 2023

(r) *Foreign Currency*

Non-U.S. dollar assets and liabilities are remeasured using period-end exchange rates; income and expense items are remeasured at average exchange rates prevailing during the periods reported. Exchange rate gains and losses, unrealized and realized, are included in general and administrative expenses in the Consolidated Statements of Revenues and Expenses and were approximately a \$0.4 million gain and a \$1.8 million loss during the years ended November 30, 2023 and 2022, respectively.

(s) *Self-Insurance Programs*

The Company self-insures for certain levels of employee medical and dental coverage. For medical, the Company accrues estimated costs of this self-insurance program based on its history of claims experience and the estimated time lag between incidents and the dates claims are payable. Because of the short-term nature of the time lag, no discount rate is used when evaluating the present value of the projected settlements. The ultimate cost of claims for a covered period may differ from original estimates.

(t) *Recent Accounting Guidance Not Yet Adopted*

In November 2019, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2019-10 "Financial Instruments – Credit Losses (Topic 326): Effective Dates". This ASU was related to prior standards issued by the FASB, including ASU 2019-04 "Codification Improvements", which was issued in April 2019, and ASU 2018-19 "Codification Improvements", which was issued in November 2018 amending ASU 2016-13 "Financial Instruments — Credit Losses", which was issued in June 2016. The main objective of this new guidance is to provide financial statement users with more decision-useful information about the expected credit losses on financial instruments and other commitments to extend credit held by a reporting entity at each reporting date. ASU 2019-10 defers the effective date for private companies by two years. The standard is effective for fiscal years beginning after December 15, 2022 for private companies, and early adoption is permitted. The Company is currently assessing the impact of the adoption of this guidance.

(u) *New Accounting Standards Adopted*

On December 1, 2022, the Company adopted ASU 2016-02, "Leases (Topic 842)," using the modified retrospective approach. This pronouncement requires lessees to recognize a lease liability and a right-of-use asset for each lease with a term longer than twelve months and adds new presentation and disclosure requirements for both lessees and lessors. The recognized liability is measured at the present value of lease payments not yet paid, and the corresponding asset represents the lessee's right to use the underlying asset over the lease term and is based on the liability, subject to certain adjustments. For purposes of the consolidated financial statements, the standard retains the dual model with leases classified as either operating or finance leases. Operating leases will result in straight-line expense while finance leases will result in a front-loaded expense pattern. The accounting guidance for lessors remains largely unchanged.

The Company elected the optional transition method to apply the standard as of the effective date. Under this method, the Company has not adjusted its comparative period consolidated financial statements for the effects of the new standard or made the new, expanded required disclosures for years prior to the effective date. Therefore, the consolidated financial statements for the year ended November 30, 2023 reflect the application of ASC 842 while the consolidated financial statements for the year ended November 30, 2022 were not adjusted and continue to be reported under the accounting guidance, ASC 840, Leases ("ASC 840"), in effect for that year.

The Company elected the package of practical expedients permitted under the transition guidance in ASC 842 and did not reassess prior conclusions related to contracts containing leases, lease classification and initial direct costs.

The adoption of the new lease standard resulted in the recognition of operating lease ROU assets and lease liabilities for lease arrangements with an initial term greater than twelve months. The adoption of ASC 842 did not have a material impact on the Company's consolidated financial statements.

Notes to Consolidated Financial Statements

November 30, 2023

The impact on the consolidated statement of financial position is as follows:

(in thousands)	As of November 30, 2022	Effect of the Adoption of ASU 2016-02	As of December 1, 2022
Other assets, net	\$ 23,293	\$ 2,191	\$ 25,484
Accounts payable and accrued liabilities	78,042	846	72,888
Non-current lease liability	-	1,345	1,345

In December 2019, the FASB issued ASU 2019-12 "Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes". This new guidance is intended to simplify the accounting for income taxes by removing certain exceptions to the general principles in Topic 740. The amendments also improve consistent application of and simplify GAAP for other areas of Topic 740 by clarifying and amending existing guidance. The standard is effective for fiscal years beginning after December 15, 2021 for private companies. The Company adopted ASU 2019-12 on December 1, 2022 and the adoption did not have a material impact on the Company's consolidated financial statements and disclosures.

(2) Accounts Receivable, Principally from Members, net and Allowance for Doubtful Accounts

Accounts receivable, principally from Members, net primarily consists of amounts due from hoteliers with whom the Company has membership, franchise, or license agreements and include reimbursements of costs the Company incurred on behalf of the hoteliers. The Company records an allowance for doubtful accounts when losses are probable, based on an assessment of historical collection activity and current business conditions.

The activity in the allowance for doubtful accounts which is included in accounts receivable, principally from Members, net in the Consolidated Statements of Financial Position consisted of the following:

(in thousands)	As of November 30,	
	2023	2022
Beginning balance	\$ 17,373	\$ 21,213
Recoveries	1,478	1,210
Provisions	794	(1,650)
Write offs	(3,220)	(3,400)
Ending balance	\$ 16,425	\$ 17,373

In the normal course of business, the Company extends credit to its hoteliers, tour operators, central bill accounts and other third parties. The Company evaluates the collectability of the accounts receivable balances based on a combination of factors. These factors include the type of relationship the Company has with the account, the prior experience the Company has with accounts in each relationship type, and an evaluation of current and projected economic conditions as of the Consolidated Statements of Financial Position date. Based on the current economic conditions, the Company believes the estimate to be appropriate as of November 30, 2023. Actual collections of accounts receivable could differ from management's estimates.

Notes to Consolidated Financial Statements

November 30, 2023

(3) Debt and Equity Securities

The Company invests in debt and equity securities as part of the Company's investment strategy.

Marketable securities held for investment purposes, which are recorded at cost or fair value, depending on the nature of the investment, in the Consolidated Statements of Financial Position, were as follows:

(in thousands)	As of November 30,	
	2023	2022
Short-term debt securities available-for-sale (at fair value)	\$ 11,643	\$ 3,361
Short-term debt securities held-to-maturity (at cost)	4,296	13,035
Total short-term debt securities	\$ 15,939	\$ 16,396

(in thousands)	As of November 30,	
	2023	2022
Long-term debt securities available-for-sale (at fair value)	\$ 161,394	\$ 68,573
Long-term equity securities (at fair value)	119,700	37,630
Long-term debt securities held-to-maturity (at cost)	-	4,309
Total long-term debt and equity securities	\$ 281,094	\$ 110,512

Gross unrealized gains and losses for available-for-sale securities recognized on our Consolidated Statements of Financial Position were as follows:

November 30, 2023

(in thousands)	Available-For-Sale Debt Securities			
	Amortized Cost basis	Gross Unrealized Gains	Gross Unrealized (Losses)	Fair Value
Mortgage and asset-backed securities	\$ 76,129	\$ 170	\$ (1,848)	\$ 74,451
Corporate bonds	63,165	318	(1,168)	62,315
U.S. treasury and government agency bonds	35,236	16	(2,603)	32,649
Municipal and provincial notes and bonds	3,668	13	(59)	3,622
Total available-for-sale debt securities	\$ 178,198	\$ 517	\$ (5,678)	\$ 173,037

November 30, 2022

(in thousands)	Available-For-Sale Debt Securities			
	Amortized Cost basis	Gross Unrealized Gains	Gross Unrealized (Losses)	Fair Value
Corporate bonds	\$ 29,381	\$ 362	\$ (710)	\$ 29,033
Mortgage and asset-backed securities	25,856	350	(497)	25,709
U.S. treasury and government agency bonds	13,584	361	(551)	13,394
Municipal and provincial notes and bonds	3,831	58	(91)	3,798
Total available-for-sale debt securities	\$ 72,652	\$ 1,131	\$ (1,849)	\$ 71,934

Notes to Consolidated Financial Statements

November 30, 2023

A majority of the Company's available-for-sale debt securities are in an unrealized loss position as of November 30, 2023 due to the interest rate environment and the Company has evaluated these investments for whether an other than temporary impairment ("OTTI") exists. The Company considered information including whether the Company has decided to sell the debt security or whether it is more likely than not that the Company will be required to sell the debt security before the recovery of the entire amortized cost basis, including working capital and contractual or regulatory obligations. The Company determined based upon: (i) the fact it does not intend to sell the investments, and (ii) the evaluation of other factors above, that it is not more likely than not that the Company will be required to sell these debt securities before the recovery of the amortized cost basis and therefore there is no OTTI as of November 30, 2023 and November 30, 2022, respectively.

The aggregate fair value of investments in an unrealized loss position, the amount of unrealized losses, and the duration of the losses are shown below:

	Available-For-Sale Debt Securities					
	Less Than 12 Months		12 Months or More		Total	
	Fair Value	Gross Unrealized (Losses)	Fair Value	Gross Unrealized (Losses)	Fair Value	Gross Unrealized (Losses)
(in thousands)						
November 30, 2023						
Mortgage and asset-backed securities	\$ 47,833	\$ (1,208)	\$ 7,559	\$ (640)	\$ 55,392	\$ (1,848)
Corporate bonds	35,061	(715)	9,117	(453)	44,178	(1,168)
U.S. treasury and government agency bonds	25,638	(1,714)	3,587	(889)	29,225	(2,603)
Municipal and provincial notes and bonds	2,477	(47)	224	(12)	2,701	(59)
Total available-for-sale debt securities	\$ 111,009	\$ (3,684)	\$ 20,487	\$ (1,994)	\$ 131,496	\$ (5,678)

	Available-For-Sale Debt Securities					
	Less Than 12 Months		12 Months or More		Total	
	Fair Value	Gross Unrealized (Losses)	Fair Value	Gross Unrealized (Losses)	Fair Value	Gross Unrealized (Losses)
(in thousands)						
November 30, 2022						
Corporate bonds	\$ 18,638	\$ (710)	\$ -	\$ -	\$ 18,638	\$ (710)
Mortgage and asset-backed securities	15,205	(497)	-	-	15,205	(497)
U.S. treasury and government agency bonds	7,926	(551)	-	-	7,926	(551)
Municipal and provincial notes and bonds	1,725	(91)	-	-	1,725	(91)
Total available-for-sale debt securities	\$ 43,494	\$ (1,849)	\$ -	\$ -	\$ 43,494	\$ (1,849)

Notes to Consolidated Financial Statements

November 30, 2023

The amortized cost basis and fair value of debt securities at November 30, 2023, by contractual maturity date, are shown below:

(in thousands)	Available-For-Sale Debt Securities	
	As of November 30, 2023	
	Amortized cost	Fair Value
Due in one year or less	\$ 11,691	\$ 11,643
Due after one year through five years	46,351	46,070
Due after five years through ten years	24,421	23,749
Due after ten years	95,735	91,575
Total	\$ 178,198	\$ 173,037

(in thousands)	Held-To-Maturity Debt Securities	
	As of November 30, 2023	
	Amortized cost	Fair Value
Due in one year or less	\$ 4,296	\$ 4,235
Due after one year through five years	-	-
Due after five years through ten years	-	-
Due after ten years	-	-
Total	\$ 4,296	\$ 4,235

Amortized costs for held-to-maturity debt securities recognized on our Consolidated Statements of Financial Position were as follows:

(in thousands)	Held-To-Maturity Debt Securities	
	As of November 30, 2023	
	2023	2022
Investments in certificates of deposits	\$ 2,253	\$ 5,250
Corporate bonds	2,043	10,074
U.S. treasury and government agency bonds	-	2,020
Total held-to-maturity debt securities	\$ 4,296	\$ 17,344

The portion of unrealized gains and losses for the period related to equity securities still held at the reporting date is calculated as follows:

(in thousands)	Years Ended November 30,	
	2023	2022
Net unrealized gains recognized during the period on equity securities still held	\$ 11,137	\$ 762
Net realized gains (losses) recognized during the period on equity securities sold during the period	760	(43)
Net gains recognized during the period on equity securities	\$ 11,897	\$ 719

(4) Prepaid Expenses and Other Current Assets

Prepaid expenses (primarily related to payments for insurance, software and hardware maintenance and support costs, third party internet, Global Distribution System's reservation fees, and advertising costs) and other current assets are expensed when services are rendered. Contract assets represent the current portion of the costs incurred to obtain a membership, licensee, or franchise agreement.

Notes to Consolidated Financial Statements

November 30, 2023

Prepaid expenses and other current assets consisted of the following:

(in thousands)	Years Ended November 30,	
	2023	2022
Prepaid expenses and other current assets	\$ 17,060	\$ 16,301
Current contract assets	957	964
Total	\$ 18,017	\$ 17,265

(5) Income Taxes

The income tax provision for the years ended November 30, 2023 and 2022, consisted of the following:

(in thousands)	Years Ended November 30,	
	2023	2022
Current:		
Federal	\$ 19,580	\$ 15,966
Foreign	856	335
State	5,135	(311)
Total current	25,571	15,990
Deferred:		
Federal	1,405	1,019
Foreign	46	28
State	476	132
Total deferred	1,927	1,179
Income tax provision	\$ 27,498	\$ 17,169

The following table reconciles the U.S. statutory tax rate to the Company's effective income tax rate and presents the associated income tax provision:

(in thousands)	Years Ended November 30,			
	2023		2022	
	\$	%	\$	%
Income taxes computed at statutory rates	\$ 24,478	21.0%	\$ 22,042	21.0%
State taxes, net of federal benefit	4,445	3.8%	3,364	3.2%
Non-deductible meals and entertainment	775	0.7%	236	0.2%
Other non-deductible items	272	0.2%	276	0.3%
Valuation allowance	150	0.1%	912	0.9%
Foreign-derived intangible income	(1,214)	(1.0%)	(819)	(0.8%)
Research and development and foreign tax credit	(1,041)	(0.9%)	(7,802)	(7.4%)
Other	(367)	(0.3%)	(1,040)	(1.0%)
Income tax provision	\$ 27,498	23.6%	\$ 17,169	16.4%

The effective tax rates for years ended November 30, 2023 and 2022 were 23.6% and 16.4%, respectively, noting the effective tax rate for 2022 is lower compared to 2023 primarily due to a non-recurring portion of the research and development tax credits related to prior years.

Notes to Consolidated Financial Statements

November 30, 2023

The tax effects of temporary differences that give rise to significant portions of the deferred tax assets and deferred tax liabilities as of November 30, 2023 and 2022, are presented below:

(in thousands)	As of November 30,	
	2023	2022
Deferred tax assets:		
Loyalty program	\$ 32,756	\$ 33,375
Deferred revenue	9,492	10,017
Deferred compensation plans	4,977	5,766
Allowance for doubtful accounts	4,053	4,286
Net operating loss	3,521	3,367
Capitalized R&D expenses	3,436	-
Compensated absences	1,779	1,519
Acquisition of new trademarks and trade names	626	690
Tax credits	572	572
Travel Card liability	506	646
Free night voucher liability	198	333
Total deferred tax assets	61,916	60,571
Deferred tax liabilities:		
Fixed assets	\$ 7,350	\$ 6,354
Prepaid expenses	1,791	1,614
Other	1,191	(814)
Intangible assets	140	195
Total deferred tax liabilities	10,472	7,349
Less valuation allowance	(4,168)	(4,018)
Net deferred tax assets	\$ 47,276	\$ 49,204

As of November 30, 2023 and 2022, the Company had no unrecognized tax benefits which would impact the Company's effective tax rate if recognized, and the Company has no accrued interest or penalties related to uncertain tax positions. Management is unaware of any provisions that need to be made for any penalties and fees that may result from tax examinations. However, the outcome of tax audits cannot be predicted with certainty and the Company could be required to adjust its provision for income taxes in the period such resolution occurs.

The Company is subject to taxation and files income tax returns in the U.S. federal jurisdiction and in many state and foreign jurisdictions. Currently, the Company has statutes of limitation open in various states ranging from fiscal years ended November 30, 2019 through November 30, 2022, which relate to tax years 2018 through 2021. The federal statute of limitations is currently open from fiscal years ended November 30, 2020 through November 30, 2022, which relate to tax years 2019 through 2021.

The Company has not provided for applicable income or withholding taxes on the undistributed earnings from continuing operations of its subsidiaries operating outside of the United States. Undistributed net income of these subsidiaries as of November 30, 2023 and 2022, net to zero. Any undistributed earnings are considered permanently reinvested.

Notes to Consolidated Financial Statements

November 30, 2023

(6) Property, Equipment and Computer Software, net

Property, equipment and computer software consisted of the following:

(in thousands)	As of November 30,	
	2023	2022
Property and equipment, at cost:		
Furniture and equipment	\$ 27,359	\$ 29,189
Buildings	19,815	19,385
Land	2,335	2,335
Leasehold improvements	2,160	2,155
Land improvements	1,234	1,234
Work in process	56	70
Property and equipment	52,959	54,368
Less accumulated depreciation	(43,795)	(44,756)
Property and equipment, net	9,164	9,612
Computer software, at cost:		
Developed	96,145	80,819
Purchased	8,158	13,367
Work in process	2,844	2,260
Computer software	107,147	96,446
Less accumulated amortization	(81,835)	(74,806)
Computer software, net	25,312	21,640
Property, equipment and computer software, net	\$ 34,476	\$ 31,252

Depreciation and amortization expense consisted of the following:

(in thousands)	Years Ended November 30,	
	2023	2022
Depreciation of property and equipment	\$ 1,805	\$ 2,111
Amortization of computer software	12,684	10,064
Depreciation and amortization of property, equipment and computer software	14,489	12,175
Depreciation of hotel investments (Note 7)	2,477	1,377
Amortization of goodwill and other intangible assets (Note 15)	1,196	1,196
Depreciation and amortization	\$ 18,162	\$ 14,748

(7) Hotel Investments, net

In December 2019 and March 2020, the Company acquired land to develop two hotels, located in Tempe, Arizona, and Denver, Colorado, respectively. Property development costs, including property construction costs, interest and other financing fees, property taxes, architectural and engineering fees, and other direct and indirect development costs, are capitalized beginning when the development activity commences and ending when all infrastructure is substantially complete and the property is available for occupancy.

The Vib in Tempe, Arizona opened in March 2022 and the Vib in Denver, Colorado opened in June 2022. During the month the respective hotel opened, the development in process assets were placed into service and depreciation of these assets commenced.

Notes to Consolidated Financial Statements

November 30, 2023

The results of operations for the hotels are reported in other revenues and general and administrative expenses in the Consolidated Statements of Revenues and Expenses. Hotel operations revenues were \$9.5 million and \$3.3 million for the years ended November 30, 2023 and 2022, respectively. Hotel operations expenses were \$8.0 million and \$4.4 million for the years ended November 30, 2023 and 2022, respectively.

Hotel investments, net, consisted of the following:

(in thousands)	As of November 30, 2023	2022
Hotel investments, at cost:		
Buildings	\$ 40,263	\$ 39,328
Land	6,985	6,985
Furniture and equipment	6,785	6,431
Land improvements	1,742	1,362
Work in process	104	674
Hotel investments	55,879	54,780
Less accumulated depreciation	(3,854)	(1,377)
Hotel investments, net	\$ 52,025	\$ 53,403

Depreciation expense on hotel investments was approximately \$2.5 million and \$1.4 million for the years ended November 30, 2023 and 2022, respectively.

(8) Line of Credit

The Company had a Uncommitted Revolving Line of Credit and Security Agreement (the "LOC Agreement") with the Royal Bank of Canada ("RBC") at November 30, 2023 and 2022. The LOC Agreement allows for up to a \$160 million credit advance and is secured by the Company's unencumbered and unrestricted marketable securities ("Securities") at RBC. Based on the Company's Securities at RBC as of November 30, 2023, the Company may request a credit advance up to \$9 million at a variable interest rate based on the 1 month Secured Overnight Financing Rate ("SOFR") plus 0.75%. Interest is due and payable monthly, with the principal due and payable upon demand of the bank. The Company had no outstanding borrowings against this line of credit at November 30, 2023 and 2022.

(9) Accounts Payable and Accrued Liabilities

Accounts payable and accrued liabilities consisted of the following:

(in thousands)	As of November 30, 2023	2022
Accrued compensation and benefits	\$ 27,155	\$ 26,034
Accounts payable	26,273	24,180
Accrued liabilities	21,851	22,931
Travel Card liability	4,542	4,398
Current construction loans payable	1,039	499
Current lease liability	848	-
Total	\$ 81,708	\$ 78,042

(10) Contingencies and Commitments

From time to time, the Company has been, and expects to continue to be, subject to legal proceedings and claims in the ordinary course of business. Such claims, even if not meritorious, could result in the expenditure of significant financial and managerial resources, divert management's attention from the Company's business objectives, and adversely affect the Company's business, results of operations, financial condition and cash flow.

Notes to Consolidated Financial Statements

November 30, 2023

The Company is committed to providing certain payments or credits to: (i) applicants who were offered an incentive to become a new Member, and (ii) Members who were offered an incentive to allow approval of an application in a Member's protected area. These payments or credits are due and payable when the contract terms are met and refundable back to the Company or cease, pursuant to contract terms. As of November 30, 2023 and 2022, the amount of commitments not yet paid was \$14.3 million and \$11.4 million, respectively, which is not recorded in the Consolidated Statements of Financial Position.

(11) Leases

The Company elected the optional transition method to apply ASC 842 as of the effective date. Under this method, the Company has not adjusted its comparative period consolidated financial statements for the effects of the new standard or made the new, expanded required disclosures for years prior to the effective date. Therefore, the consolidated financial statements for the year ended November 30, 2023 reflect the application of ASC 842 while the consolidated financial statements for the year ended November 30, 2022 were not adjusted and continue to be reported under the accounting guidance ASC 840 in effect for the prior year.

Accounting for leases under ASC 842 for the year ended November 30, 2023

The Company has lease arrangements for office space, vehicles, and office equipment. These leases expire at various dates through 2028.

Operating lease ROU assets and lease liabilities consisted of the following:

(in thousands)	As of November 30, 2023
Assets	
Total non-current operating lease assets (1)	\$ 1,600
Liabilities	
Current operating lease liabilities (2)	\$ 848
Non-current operating lease liabilities (3)	791
Total operating lease liabilities	\$ 1,639

- (1) Non-current operating lease assets are recorded in other assets, net, in the Consolidated Statements of Financial Position.
 (2) Current operating lease liabilities are recorded in accounts payable and accrued liabilities in the Consolidated Statements of Financial Position.
 (3) Non-current operating lease liabilities are recorded in non-current lease liability in the Consolidated Statements of Financial Position.

Lease-related expenses consisted of the following:

(in thousands)	Year Ended November 30, 2023
Operating lease cost	\$ 958
Variable lease cost	50
Total lease costs	\$ 1,008

For operating leases, the weighted average remaining lease term is 2.3 years and the weighted average discount rate is 3.42%.

Notes to Consolidated Financial Statements

November 30, 2023

Minimum future rentals on non-cancelable operating leases, having an initial or remaining term in excess of one year as of November 30, 2023 were as follows (in thousands):

Years ending November 30,	Operating Leases
2024	\$ 891
2025	607
2026	109
2027	82
2028 and thereafter	19
Total minimum lease payments	1,708
Less interest	69
Net present value of minimum lease payments	\$ 1,639

Accounting for leases under ASC 840 for the year ended November 30, 2022

The Company leases certain office space, vehicles, and equipment under various operating leases, which expire on various dates through March 2028. Rental expenses on operating leases are recorded on a straight-line basis. Rental expense for operating leases was \$1.5 million for the year ended November 30, 2022. The Company also has certain software agreements for which rental expense is recorded on a straight-line basis. Rental expense for software agreements was \$9.1 million for the year ended November 30, 2022. These amounts are included in general and administrative expenses in the Consolidated Statements of Revenues and Expenses. Minimum future rentals on non-cancelable operating leases, having an initial or remaining term in excess of one year as of November 30, 2022 were as follows (in thousands):

Years ending November 30,	Office Space	Equipment	Total Minimum Rental
2023	\$ 719	\$ 205	\$ 924
2024	652	99	751
2025	446	50	496
2026	58	17	75
2027 and thereafter	77	-	77
Total	\$ 1,952	\$ 371	\$ 2,323

(12) Employee Retirement Savings Plans

The Company sponsors a 401(k) investment plan which is available to all U.S. employees on the first day of service, and a Canadian Registered Retirement Savings Plan (the "RRSP") which is available to all Canadian employees on the first day of service. Under the plans, employees may contribute a percentage of their eligible wages to the plans, subject to maximum statutory regulations. The Company contributes 3% of the annual salary of all eligible employees to these plans.

The Company may also contribute a discretionary amount, as determined by the Board of Directors, up to 6% of employees' eligible compensation, to be allocated in proportion to the employees' contributions provided an employee has worked 1,000 hours during the plan year and is employed on the last day of the plan year.

The Company's expense related to the 401(k) investment plan was \$8.2 million and \$7.1 million for the years ended November 30, 2023 and 2022, respectively, and the Company's expense related to the RRSP was \$163.1 thousand and \$124.0 thousand for the years ended November 30, 2023 and 2022, respectively. These amounts are included in compensation, taxes and benefits in the Consolidated Statements of Revenues and Expenses. The Company's liability related to the 401(k) investment plan was \$5.5 million and \$4.8 million as of November 30, 2023 and 2022, respectively, and \$110.0 thousand and \$75.2 thousand as of November 30, 2023 and 2022, respectively, for the RRSP and is included in accounts payable and accrued liabilities in the Consolidated Statements of Financial Position as of November 30, 2023 and 2022, respectively.

Notes to Consolidated Financial Statements

November 30, 2023

(13) Deferred Compensation Plans and Restricted Rabbi Trust Investments

Nonqualified Deferred Compensation Plan and Restricted Rabbi Trust Investments

The Company has a NQP in which key management employees of the Company, as determined by the Board of Directors, are selected to participate. The NQP is a defined contribution plan, in which participating employees may defer a percentage of their annual salaries and a percentage of any incentive compensation into the NQP. The Company contributes: (i) a non-discretionary contribution of 3% of a participating employee's compensation each pay period, and (ii) an annual discretionary contribution, as determined by the Board of Directors, up to 9% of a participating employee's annual compensation.

The Company utilizes a Trust, whereby the Company makes contributions to this Trust to provide the Company a source of funds to assist in satisfying the NQP liability. It is the intention of the Company that the NQP and the Trust shall constitute an unfunded arrangement for the purpose of providing tax-deferred compensation in accordance with Title I of the Employee Retirement Income Security Act of 1974, as amended. It is also the intention of the Company to fund the Trust and have its assets invested in a manner that matches each participant's deemed investment elections under the NQP, so that the investment gains and losses of the Trust mirror the investment gains and losses credited/debited to participants' accounts. The Trust balance was \$17.0 million and \$19.1 million as of November 30, 2023 and 2022, respectively. Realized and unrealized gains and losses on these investments were realized gains of \$0.3 million and unrealized gains of \$0.7 million, for the year ended November 30, 2023, and were realized gains of \$0.5 million and unrealized losses of \$2.5 million, for the year ended November 30, 2022, and are recognized in net realized and unrealized gains (losses) on investments, interest and dividend income, and interest expense in the Consolidated Statements of Revenues and Expenses.

The Company's expense related to the NQP was \$1.3 million (including a liability increase associated with net investment gains of \$1.0 million as of November 30, 2023) and \$1.6 million (including a liability reduction associated with net investment losses of \$2.0 million as of November 30, 2022) for the years ended November 30, 2023 and 2022, respectively, and is included in compensation, taxes and benefits in the Consolidated Statements of Revenues and Expenses. The Company's total liability for the NQP was \$17.3 million and \$19.3 million as of November 30, 2023 and 2022, respectively, of which the current portion of \$3.9 million and \$3.6 million is included in accounts payable and accrued liabilities in the Consolidated Statements of Financial Position as of November 30, 2023 and 2022, respectively.

Long-term Incentive Plan

The Company has a long-term incentive plan for key executives, as determined by the Board of Directors. Amounts awarded under the plan for each performance period are payable to each key executive in March of the third year from the beginning of the fiscal year for which the award is granted. The key executive must be employed by the Company or retired from the Company on the payment date, noting there are qualifying events with regard to vesting. The plan allows for proration of the accrued benefit for key executives because of death, disability or retirement. The Company records expense for this plan over the three-year required service period. The Company's expense related to this plan was \$1.6 million and \$1.7 million for the years ended November 30, 2023 and 2022, respectively, and is included in compensation, taxes and benefits in the Consolidated Statements of Revenues and Expenses. The Company's total liability for this long-term incentive plan was \$2.9 million and \$4.1 million as of November 30, 2023 and 2022, respectively, of which the current portion of \$1.2 million and \$2.9 million is included in accounts payable and accrued liabilities in the Consolidated Statements of Financial Position as of November 30, 2023 and 2022, respectively.

(14) Related Party Transactions

Each member of our Board of Directors ("Director", or an entity affiliated with a Director) is a party to a membership agreement with the Company, and as a result, our Directors pay system and other fees to us based upon the terms of their respective membership agreements. Our Directors are party to such membership agreements on the same terms and conditions as each of the other Members of the Company.

The Company entered into a Revolving Credit Facility agreement with a Limited Liability Company, partially owned by a Director, to assist in development of @Home by Best WesternSM ("@Home") hotels (see note 18).

Director compensation consisted of \$114,351 and \$109,218 in annual Director fees per district for the years ended November 30, 2023 and 2022, respectively. Directors are reimbursed reasonable, ordinary and necessary business and travel expenses in accordance with the Company's travel and expense policies.

Notes to Consolidated Financial Statements

November 30, 2023

(15) Goodwill and Other Intangible Assets

Goodwill is allocated to two reporting units: (i) WorldHotels, and (ii) AutoClerk. Activity by reporting unit in the current and prior period is organized by reporting unit noted below.

WorldHotels

On February 15, 2019, the Company entered into and closed a definitive Share Sale and Purchase Agreement with WorldHotels Holdings, LLC ("WH Holdings") and ALHI Holdings, LLC ("ALHI") to purchase 100% of the outstanding shares of BV Acquisitions X GmbH from WH Holdings (thereby also acquiring BV Acquisitions' approximately 98% ownership of the outstanding shares of WorldHotels Aktiengesellschaft ("WH")), and assumed certain rights and obligations of ALHI. During 2020, the Company acquired the remaining approximately 2% ownership of the outstanding shares of WH and now owns 100% of the outstanding shares. The WorldHotels Acquisition was accounted for as a business combination in accordance with ASC Topic 805, Business Combinations.

The total purchase price was allocated based upon: (i) the amounts reported in the WH historical financial statements for any assets that were reported at fair value in accordance with WH's historical accounting policies, and (ii) management's estimates of fair value. The Company determined estimated fair value for other intangible assets with the assistance of valuations performed by third-party specialists. Other intangible assets of acquired customers and trademarks and trade names were valued at \$2.1 million and \$1.3 million, respectively. To the extent the consideration exceeded the fair value of the net assets acquired in this transaction, the excess was assigned to goodwill.

As of August 31, 2023 and 2022, a quantitative analysis of goodwill and other intangible asset impairment was performed. To estimate the fair value for the reporting unit, the Company utilized a combination of market and income approach valuation methods via quoted market prices, market multiples of comparable businesses, and performance of a discounted cash flow analysis. No impairment was recorded for the years ended November 30, 2023 and 2022.

AutoClerk

On July 31, 2019, the Company entered into and closed a definitive Share Sale and Purchase Agreement with the shareholders of AutoClerk, Inc. ("AC"), to purchase 100% of the outstanding shares of AC. The AC acquisition was accounted for as a business combination in accordance with ASC Topic 805, Business Combinations.

The total purchase price was allocated based upon: (i) the amounts reported in the AC historical financial statements for any assets that were reported at fair value in accordance with AC's historical accounting policies, and (ii) management's estimates of fair value. The Company determined estimated fair value for other intangible assets with the assistance of valuations performed by third-party specialists. Other intangible assets of developed technology and acquired customers were valued at \$1.9 million and \$1.5 million, respectively. To the extent the consideration exceeded the fair value of the net assets acquired in this transaction, the excess was assigned to goodwill.

The Company assessed the qualitative factors attributable to the AC reporting unit and determined that the fair value of the reporting unit is not more likely than not less than its carrying amount as of August 31, 2023 and 2022. Therefore, no quantitative analysis was performed and no impairment was recorded for the years ended November 30, 2023 and 2022.

Amortized goodwill and other intangible assets consisted of the following:

	As of November 30, 2023		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount at November 30
(in thousands)			
Amortizing goodwill:			
WorldHotels	\$ 4,554	\$ (1,750)	\$ 2,804
AutoClerk	2,198	(953)	1,245
Amortizing other intangible assets:			
Acquired customers:			
AutoClerk	1,500	(867)	633
Developed technology:			
AutoClerk	1,900	(1,029)	871

Notes to Consolidated Financial Statements

November 30, 2023

(in thousands)	As of November 30, 2022		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount at November 30
Amortizing goodwill:			
WorldHotels	\$ 4,554	\$ (1,211)	\$ 3,343
AutoClerk	2,198	(733)	1,465
Amortizing other intangible assets:			
Acquired customers:			
AutoClerk	1,500	(667)	833
Developed technology:			
AutoClerk	1,900	(792)	1,108

The Company has elected the private-company alternative to amortize goodwill over 10 years. Amortization expense for goodwill was approximately \$0.8 million and \$0.8 million for the years ended November 30, 2023 and 2022, respectively, and is estimated to be approximately \$0.8 million annually for fiscal years ended 2024 through 2028.

Acquired customers and developed technology are definite-life intangible assets, and as such, amortization expense is calculated using a method that most appropriately reflects expected cash flows from these assets with an amortization period, ranging from 7.5 years to 10 years, depending on the type of asset. Amortization expense for definite-life intangible assets was approximately \$0.4 million and \$0.4 million for the years ended November 30, 2023 and 2022, respectively, and is estimated to be approximately \$0.4 million annually for fiscal years ended 2024 through 2026.

Trademarks and trade names are indefinite-life assets as there is no foreseeable limit to the cash flows generated by these assets. The Company has determined that there are currently no legal, regulatory, contractual, competitive, economic or other factors that limit the useful lives of these acquired trademarks and trade names and therefore are considered to be indefinite-lived intangible assets that are not subject to amortization. Trademarks and trade names value resulting from the WorldHotels acquisition was \$1.3 million as of November 30, 2023 and 2022.

(16) Joint Venture

On May 2, 2019, the Company's wholly owned subsidiary, BWI DevCo Denver 3560, LLC, and a third-party, TWC, entered into a joint venture Contribution Agreement and formed Denver 3560, a Colorado limited liability company to develop, build, own and operate a Best Western Vīb-branded hotel in Denver. Under the terms of the Contribution Agreement, the Company's interest in the joint venture is seventy-five percent (75%) and the TWC interest in the joint venture is twenty-five percent (25%). The hotel started operations in mid-2022.

The joint venture was accounted for as a variable interest entity in accordance with ASC Topic 810, "Consolidations". The Company evaluated the provisions of this standard and determined that the joint venture should be consolidated as the Company has both the power to direct the activities of the joint venture and will participate in the benefits.

The Company has consolidated the results of the Denver 3560 joint venture as of November 30, 2023 and 2022. The contribution by the Company was \$0.6 million and \$0.7 million in the fiscal years ending November 30, 2023 and 2022, respectively, with total contributions of \$7.4 million since inception. The contribution by TWC was \$0.2 million and \$0.2 million in the fiscal years ending November 30, 2023 and 2022, respectively, with total contributions of \$2.4 million since inception through November 30, 2023. The total contributions were used primarily for the land purchase, development and other start-up construction related costs, which are included in hotel investments, net in the Consolidated Statements of Financial Position. The equity contribution from the joint venture partner of \$2.4 million, offset by 25% of the net cumulative losses from operations amounting to \$0.6 million, are included in non-controlling interests in the Consolidated Statement of Financial Position. The contributions by TWC are presented as a supplemental disclosure in the Consolidated Statements of Cash Flows.

Notes to Consolidated Financial Statements

(17) Construction Loans

Denver 3560

In March 2020, Denver 3560 entered into an initial Construction Loan Agreement (the "Denver Loan") with UMB Bank, which allowed Denver 3560 to request advances up to \$21.6 million. In July 2021, this Denver Loan was modified to increase the availability of loan advances from \$21.6 million to \$24.4 million. For the period May 1, 2020 through April 1, 2023, interest on the outstanding principal balance of the Denver Loan was due and payable monthly. Beginning April 1, 2023, through the maturity date of March 11, 2027, principal and interest are due and payable in an amount determined by UMB to be sufficient to amortize the outstanding principal balance of the Denver Loan over a twenty-five (25) year period. The outstanding principal balance of this Denver Loan is due and payable on the maturity date. Principal due over the next four years as of November 30, 2023 is as follows (in thousands):

Years ending November 30,	Principal
2024	\$ 654
2025	677
2026	699
2027	21,908
Total	\$ 23,938

The interest rate on the Denver Loan is a fixed annual rate of 3.21% and is computed and accrued on an ACT/360 basis. The Denver Loan is secured by, among other things, the Deed of Trust and is guaranteed by the Company.

The Company had borrowed \$24.4 million and \$23.8 million as of November 30, 2023 and 2022, respectively. The current portion of \$0.7 million and \$0.4 million is included in accounts payable and accrued liabilities and \$23.2 million and \$23.4 million is included in non-current construction loans in the Consolidated Statements of Financial Position for the years ended November 30, 2023 and 2022, respectively.

Construction loan interest of \$0.8 million and \$0.7 million was incurred for the years ended November 30, 2023 and 2022, of which \$0.0 million and \$0.3 million was capitalized and included in hotel investments, net in the Consolidated Statements of Financial Position for the years ended November 30, 2023 and 2022, respectively. \$0.8 million and \$0.4 million of construction loan interest was expensed in interest and dividend income, and interest expense, net in the Consolidated Statements of Revenues and Expenses for the years ended November 30, 2023 and 2022, respectively.

The Company is required to maintain certain financial and operational covenants. At November 30, 2023 and 2022, the Company was in compliance with all covenants.

DevCo Tempe

In October 2020, DevCo Tempe entered into the Tempe Loan with UMB Bank. Under terms of the Tempe Loan, DevCo Tempe can request advances up to \$15.3 million. For the period November 1, 2020 through October 31, 2023, interest on the outstanding principal balance of the Tempe Loan was due and payable monthly. Beginning November 1, 2023, through the maturity date of October 2, 2027, principal and interest are due and payable in an amount determined by UMB to be sufficient to amortize the outstanding principal balance of the Tempe Loan over a twenty-five (25) year period. The outstanding principal balance of this Tempe Loan is due and payable on the maturity date. Principal due over the next four years as of November 30, 2023 is as follows (in thousands):

Years ending November 30,	Principal
2024	\$ 385
2025	400
2026	414
2027	13,966
Total	\$ 15,165

Notes to Consolidated Financial Statements

The interest rate on the Tempe Loan is a fixed annual rate of 3.50% and is computed and accrued on an ACT/360 basis. The Tempe Loan is secured by, among other things, the Deed of Trust and is guaranteed by the Company.

The Company had borrowed \$15.2 million and \$14.6 million as of November 30, 2023 and 2022, respectively. The current portion of \$0.4 million and \$0.1 million is included in accounts payable and accrued liabilities and \$14.8 million and \$14.5 million is included in non-current construction loans in the Consolidated Statements of Financial Position for the years ended November 30, 2023 and 2022, respectively.

Construction loan interest of \$0.5 million and \$0.5 million was incurred for the years ended November 30, 2023 and 2022, of which \$0.0 million and \$0.1 million was capitalized and included in hotel investments, net in the Consolidated Statements of Financial Position for the years ended November 30, 2023 and 2022, respectively. \$0.5 million and \$0.4 million of construction loan interest was expensed in interest and dividend income, and interest expense, net in the Consolidated Statements of Revenues and Expenses for the years ended November 30, 2023 and 2022, respectively.

The Company is required to maintain certain financial and operational covenants. At November 30, 2023 and 2022, the Company was in compliance with all covenants.

(18) Subsequent Events

In connection with the preparation of the consolidated financial statements, the Company evaluated events and transactions occurring after November 30, 2023, for potential recognition or disclosure. The Company has evaluated its subsequent events through February 23, 2024, the date financial statements were available to be issued.

In January 2024, the Company entered into an agreement with a Limited Liability Company, partially owned by a Director, to provide a Revolving Credit Facility ("LOC") to assist in the development of a number of @Home hotels. The available LOC is \$10 million at a variable interest rate based on the SOFR plus 7.0%. For each @Home hotel, a one-time draw on this LOC, which is capped at a designated amount, is available through November 30, 2028. The LOC expires on May 31, 2031. Repayment of principal and interest will be made to the Company within thirty (30) months from the date of the original LOC draw for each @Home hotel. The LOC requires the borrower to maintain certain covenants once a draw on the LOC is executed.

EXHIBIT F-1 TO FDD

NORTH AMERICA QUALITY ASSURANCE MANUAL TABLE OF CONTENTS

2024 ⁵ North America Quality Assurance Manual	
	# of Pages
-	-
~~Table of Contents~~	~~1~~
~~100.~~ Principles and Fundamentals	~~84~~
~~200.~~ Best Western Brand Standards - Detailed Definitions	~~32~~ 9
~~300.~~ Best Western Plus Brand Standards - Detailed Definitions	~~34~~ 8
~~400.~~ Best Western Premier Brand Standards - Detailed Definitions	~~51~~ 38
~~500.~~ Vīb Brand Standards - Detailed Definitions	~~41~~ 30
~~600.~~ GLō Brand Standards - Detailed Definitions	~~41~~ 29
<u>Aiden Brand Standards - Detailed Definitions</u>	<u>31</u>
<u>Executive Residency by Best Western Brand Standards - Detailed Definitions</u>	<u>25</u>
<u>@Home by Best Western Brand Standards - Detailed Definitions</u>	<u>24</u>
~~700.~~ Assessment Information for Hotels	~~75~~
~~800.~~ Quality Assurance Assessment Procedures	~~106~~
~~900.~~ ~~GRPA~~ Assessment ~~Definitions~~ <u>Follow Up</u>	~~16~~ 1
~~1000.~~ Brand Identity Assessment Procedures	~~19~~
~~1100.~~ Supplemental Facilities Detailed Definitions	~~9~~
~~1400.~~ Appeal/Waiver/Extension Procedures	6
~~1500.~~ Assessment Follow Up Procedures	~~1~~
~~2000.~~ Aiden Brand Standards Detailed Definitions	~~46~~
-	-
Total Pages	~~343~~ 272

EXHIBIT F-2 TO FDD

RULES & REGULATIONS TABLE OF CONTENTS

<u>Best Western International, Inc.</u> <u>Rules & Regulations – Table of Contents</u>	
	<u># of Pages</u>
<u>100.0 General Provisions</u>	<u>¾</u>
<u>200.0 Regional Governors</u>	<u>1 ¼</u>
<u>300.0 Signs and Advertising</u>	<u>1 ¾</u>
<u>400.0 Reservations System</u>	<u>¾</u>
<u>500.0 Administrative</u>	<u>8</u>
<u>600.0 Lobby and Front Office</u>	<u>½</u>
<u>700.0 Buildings, Grounds and Public Areas</u>	<u>3</u>
<u>800.0 Housekeeping Department</u>	<u>¼</u>
<u>900.0 Guest Rooms and Bathrooms</u>	<u>3</u>
<u>1000.0 Logo Items and Room Supply Requirements</u>	<u>1 ¾</u>
<u>1100.0 Violations and Sanctions</u>	<u>1</u>
<u>1200.0 Procedure for Cancellation of Membership</u>	<u>2</u>
<u>1300.0 Procedure for Termination of Contingently-Approved Applicants</u>	<u>1</u>
<u>Member-Approved Ballots</u>	<u>11</u>
<u>Total Pages</u>	<u>36</u>

~~Best Western International, Inc.~~
~~Rules & Regulations – Table of Contents~~

~~100.0~~	~~General Provisions~~	~~2~~
~~200.0~~	~~Regional Governors~~	~~2~~
~~300.0~~	~~Signs and Advertising~~	~~4~~
~~400.0~~	~~Reservations System~~	~~5~~
~~500.0~~	~~Administrative~~	~~6~~
~~600.0~~	~~Lobby and Front Office~~	~~14~~
~~700.0~~	~~Buildings, Grounds and Public Areas~~	~~15~~
~~800.0~~	~~Housekeeping Department~~	~~18~~
~~900.0~~	~~Guest Rooms and Bathrooms~~	~~18~~
~~1000.0~~	~~Logo Items and Room Supply Requirements~~	~~21~~

	1100.0 Violations and Sanctions	23
	1200.0 Procedure for Cancellation of Membership	23
	1300.0 Procedure for Termination of Contingently-Approved Applicants	26
	Member-Approved Ballots	27

EXHIBIT G TO FDD

LISTS OF CURRENT AND FORMER MEMBERS

[Open Hotels as of 11/30/24](#)

Open Hotels as of 11/30/23

Hotel Name	Member-Entity	Franchisee Name	Member-Entity	Franchisee Contact	Address	City	City	State	State/Province	Zip	Phone
B/W Andalusia Inn	Andalusia Inn, Inc.		Dharmesh Patel		305 W Bypass	Andalusia	ANDALUSIA	Al	ALABAMA	36420	36420-2513 (334)
B/W Athens Inn	KUMAR LODGING	Elegant Hospitality	Bhavesh Kumar	Jasak Patel	1329 US Highway 72 E	Athens	ATHENS	Alab	ALABAMA	35611	35611-4405 (256)
B/W Plus Bessemer Hotel & Suites	Singh Brothers Enterprises, LLC		Anup	Manraj Singh Gill	5041 Academy Ln	Bessemer	BESSEMER	Ala	ALABAMA	35022	35022-5250 (205)
B/W Carlton Suites	Bryson Hospitality LLC		Ashok Patel		140 State Farm Pkwy	Birmingham	BIRMINGHAM	A	ALABAMA	35209	35209-7186 (205)
B/W Plus Birmingham Inn & Suites	CEI Hospitality	Shree Sai Narayana	Jin Kim	Jalpesh Patel	800 Corporate Rdg	Birmingham	BIRMINGHAM	A	ALABAMA	35242	35242-5405 (205)
B/W Brewton Inn	Sapphire Hospitality, LLC		Atul Patel		1115 Douglas Ave	Brewton	BREWTON	Ala	ALABAMA	36426	36426-1509 (251)
B/W Inn	Saibaba Inc.		Paresh Patel		801 Bradberry Ln	Clanton	CLANTON	Ala	ALABAMA	35046	35046-6260 (205)
B/W Fairwinds Inn	Balaji 3, LLC		Hareshkumar Patel		1917 Commerce Ave	Cullman	CULLMAN	Ala	ALABAMA	35055	35055-6151 (256)
B/W Plus Daphne Inn & Suites	Tulsi Hotels, Inc		Nilay A. Patel		8931 Sawwood St	Daphne	DAPHNE	Alab	ALABAMA	36527	36527-7607 (251)
B/W River City Hotel	SHIV Decatur, LLC		Viren I. Patel		1305 Front Ave SW	Decatur	DECATUR	Alab	ALABAMA	35603	35603-2675 (256)
B/W Plus Two Rivers Hotel & Suites	Doghouse Properties , DOGHOUSE-		Hugh V. Overmyer		662 US Highway 80 W	Demopolis	DEMOPOLIS	Al	ALABAMA	36732	36732-4133 (334)
B/W Dothan Inn & Suites	Shree Ganeshji, LLC		Jitendrakumar Patel		1650 Westgate Pkwy	Dothan	DOTHAN	Alab	ALABAMA	36303	36303-5653 (334)
B/W Plus Circle Inn	Circle Inn, LLC		Kartik Patel		715 Boll Weevil Cir	Enterprise	ENTERPRISE	Al	ALABAMA	36330	36330-2036 (334)
B/W Plus Gadsden Hotel & Suites	Shivalaya Hospitality, LLC		Nileshkumar T. Patel		205 Enterprise Dr	Gadsden	GADSDEN	Ala	ALABAMA	35904	35904-8339 (256)
B/W Gardendale	Shriji Shani Sai LLC		Sanjay M. Patel		842 Thompson St	Gardendale	GARDENDALE	A	ALABAMA	35071	35071-4603 (205)
B/W Greenville Inn	BABA INTERNATIONAL LLC		Amit Patel		56 Cahaba Rd	Greenville	GREENVILLE	Al	ALABAMA	36037	36037-4307 (334)
B/W On-The On the Beach	Howard Resorts Inn, Inc.		Bobby Thompson		337 E Beach Blvd	Gulf Shores	GULF SHORES	Alab	ALABAMA	36542	36542-6505 (251)
B/W Huntsville	Cheharma, LLC		Vikram Patel		4890 University Dr NW	Huntsville	HUNTSVILLE	Al	ALABAMA	35816	35816-1848 (256)
B/W Suites	SHOWS MICHAEL		Michael Shows		3218 College Ave	Jackson	JACKSON	Alab	ALABAMA	36545	36545-2333 (251)
B/W Plus Bass Hotel & Suites	Shree Shayona, Inc.		Hasitkumar Patel		1949 Village Dr	Leeds	LEEDS	Alaba	ALABAMA	35094	35094-1133 (205)
B/W Plus Madison-Huntsville Hotel	Double Star Management , PKL		Nishant Meraiya	Vijay Patel	9035 Madison Blvd	Madison	MADISON	Ala	ALABAMA	35758	35758-1703 (256)
B/W Plus Mobile Inn & Suites	Vighnaharta, LLC		Hiralbahen Patel		600 W I65 Service Rd S	Mobile	MOBILE	Alab	ALABAMA	36608	36608-5907 (251)
B/W Inn	Raman Hospitality, LLC		Nilaykumar Patel		4419 S Alabama Ave	Monroeville	MONROEVILLE	Alabama	ALABAMA	36460	36460-5639 (251)
B/W Montgomery I-85 North Hotel	RajRachand Lion Hotels,		Sintesh Patel	Bhargav	5225 Carmichael Rd	Montgomery	MONTGOMERY	Alabama	ALABAMA	36106	36106-2904 (334)
B/W Catalina Inn	ANIL N. PATEL		Anil Patel		2015 McFarland Blvd	Northport	NORTHPORT	Al	ALABAMA	35476	35476-2020 (205)
B/W Auburn/Opelika Inn	Shree Dharma, LLC		Vishal Patel		205 N 21st St		OPELIKA		ALABAMA		36801-5447 (334)
B/W Opp Inn	WPS-HOSPITALITY LLC		Neil Patel		7084 Veterans		OPR		ALABAMA		36467-2773 (334)
B/W Premier-The Tides	Rock Point Village LLC		Gabe DiGianni		26032 Bardido Beach		ORANGE		ALABAMA		36561-3148 (251)
B/W Plus Oak Mountain Inn	JAY KRISHNA INVESTMENT INC.		Anil Patel		100 Bishop Cir		PELHAM		ALABAMA		36124-1397 (305)
B/W Plus Russellville Hotel & Suites	Russellville Hospitality LLC		Mehul Patel		13770 Highway 43		RUSSELLVILLE		ALABAMA		35653-2824 (256)

Open Hotels as of 11/30/24

B/W-Troy-Inn	Adinath-Dada, LLC	Dhara-Shah	100-Hunters-	TROY	ALABAMA	36070-5885 (324)-
B/W-University-Inn	AAARD-LLC	Sanjay-Patel	2801-McFarland-Blvd-	TUSCALOOS	ALABAMA	35405-2403 (205)-
B/W-Plus-Tusculumbia/Muscle-Sheals-Hotel-&-	Love's-Hospitality, LLC	James-Wheeler	1934-Highway-20	TUSCUMBIA	ALABAMA	35674-7365 (256)-
B/W-Plus-Chena-River-Lodge	DENA'-NENA'-HENASH-dba-Best-Western-Plus-Chena-River-Lodge	Ben-Shilling	1255-TUSA-Way	FAIRBANKS	ALASKA	90709-4678 (907)-
B/W-Plus-Pioneer-Park-Inn	Pioneer-Park-Hospitality-LLC	Gregory-Gray	1908-Chena-Landing-	FAIRBANKS	ALASKA	90701-2704 (907)-
B/W-Bidarka-Inn	Johnson-Inn-Homer, LLC	Douglas-Johnson	575-Sterling-Hwy	HOMER	ALASKA	90602-7447 (907)-
B/W-Country-Lane-Inn	COUNTRY-LANE-INC.	Melvin-Perkins	9300-Glacier-Hwy	JUNEAU	ALASKA	99801-9315 (907)-
B/W-Grandma'S-Feather-Bed	COUNTRY-LANE-INC.	Melvin-Perkins	2358-Mendenhall-	JUNEAU	ALASKA	99801-8001 (907)-
B/W-Kadiak-Inn	Island-Hotels, LLC	Eusan-Johnson	236-W-Rezanof-Dr	KODIAK	ALASKA	99615-6044 (907)-
B/W-King-Salmon-Inn	King-Salmon-Hospitality-LLC	Gregory-Gray	25546A-Kanai-Spur-	GOLDOTNA	ALASKA	99669-7655 (907)-
B/W-Valdez-Harbor-Inn	Johnson-Inn-Valdez, LLC	Douglas-Johnson	100-Harbor-Drive	VALDEZ	ALASKA	99686-0468 (907)-
B/W-Lake-Lucille-Inn	Wasilla-LL-Holding, LLC	Richard-Marke	1300-W-Lake-Lucille-	WASILLA	ALASKA	99654-7923 (907)-
B/W-Apache-Junction-Inn	HARI-OM-LLC	DilipBhal-Patel	1101-W-Apache-Tri	APACHE	ARIZONA	85120-5402 (480)-
B/W-BelleMont-Shadow-Mountain-Inn	AVST-Hospitality-LLC	Sunesh-Tewari	12380-Interstate-40	BELLEMONT	ARIZONA	86015-5087 (928)-
B/W-Plus-Casa-Grande-Inn-&-Suites	Legacy-Hotels, LLC	Subramaniam-Kathareson	1918-E-Florence-Blvd	CASA	ARIZONA	85122 (520)-
B/W-Inn-Of-Chandler	ASHA-RAM-LLC	Mamta-Patel	950-N-Arizona-Ave	CHANDLER	ARIZONA	85225-6700 (480)-
B/W-Plus-Chandler-Hotel-&-Suites	Love's-Hospitality-LLC	James-Wheeler	7101-W-Sundust-Rd	CHANDLER	ARIZONA	85226-5889 (520)-
B/W-Canyon-De-Chelly-Inn	PRQ-HOSPITALITY-THREE-CHINLE-LLC	Francois-Massieotte	100-Main-St	CHINLE	ARIZONA	86503 (928)-
B/W-Cottonwood-Inn	BADA-HOSPITALITY, LLC	Ghanshyam-Patel	993-E-Main-St	COTTONWOO	ARIZONA	86326-4608 (928)-
B/W-Douglas-Inn-&-Suites	DHD-LLC	Pragnesh-Patel	100-E-7th-St	DOUGLAS	ARIZONA	85607-2877 (520)-
B/W-Sunrise-Inn	Sal-AZ-Properties, LLC	Junaid-Rizvi	128-N-Main-St	EAGAR	ARIZONA	85925-0600 (928)-
B/W-Desert-Oasis	Z3-Hospitality-Inc	Amit-Patel	1-10-Exit-1-S-Frontage-	EHRENBERG	ARIZONA	85324 (928)-
Aiden-By-Best-Western-Flagstaff	Flagstaff-Lodging-Premier, LLC	Kunal-Patel	2000-S-Milton-Rd	FLAGSTAFF	ARIZONA	86001-6314
B/W-Pony-Soldier-Inn-&-Suites	Catalina-Investment-&-Trust-Co.	Rebecca-Driggs	2030-E-Route-66	FLAGSTAFF	ARIZONA	86004-2936 (928)-
B/W-Space-Age-Lodge	Space-Age-Motel-&-Coffee-Shop	William-O'Connell	401-E-Pima	GILA-BEND	ARIZONA	85337 (928)-
B/W-Copper-Hills-Inn	Bechar-Investment, LLC	Rajesh-Patel	1565-E-South-St	GLOBE	ARIZONA	85501-1475 (928)-
B/W-Gold-Canyon-Inn-&-Suites	GANDATI-LLC	Ramesh-Somaiya	8323-E-Sunrise-Sky-Dr	GOLD	ARIZONA	85118-2992 (480)-
B/W-Phoenix-Goodyear-Inn	ENL-Hospitality, Inc.	Charles-Lee	55-N-Litchfield-Rd	GOODYEAR	ARIZONA	85338-1383 (623)-
B/W-Green-Valley-Inn	Parvina-Investments-LLC	Suhrebdjon-(Suhrob)-Mahmudov-111-S-La-Canada-Dr		GREEN	ARIZONA	86614-2601 (520)-
B/W-Sawmill-Inn	Vedant-LLC	Dharmendra-Bhakta	1877-Highway-260	HEBER	ARIZONA	85928 (928)-
B/W-Arizonian-Inn	Pro-Hospitality-Six-LLC	Jean-Michel-Rizk	2508-Navajo-Blvd	HOLBROOK	ARIZONA	86025-1831 (928)-
B/W-Plus-A-Wayfarer'S-Inn-And-Suites	Kingman-Investments, LP	Cary-Swenson	2815-E-Andy-Devine-	KINGMAN	ARIZONA	86401-4202 (928)-
B/W-Plus-King'S-Inn-&-Suites	Lester-Wittwer-Investment-Co.	Shayne-Wittwer	2950-E-Andy-Devine-	KINGMAN	ARIZONA	86401-4205 (928)-
B/W-Superstition-Springs-Inn	Sai-Astha-LLC	Bhupendrakumar-Rohit	1342-E-Power-Rd	MESA	ARIZONA	85206-2704 (480)-
B/W-Sonoran-Inn-&-Suites	Sonoran-Sky-Lodging-LLC	Harvir-Bhatti	750-W-Shell-Rd	NOGALES	ARIZONA	85621-1152 (520)-
B/W-Plus-At-Lake-Powell	Page-Hotel-Venture, LLC	Sundip-Patel	208-N-Lake-Powell-	PAGE	ARIZONA	86040 (928)-

[Open Hotels as of 11/30/24](#)

Open Hotels as of 11/30/24

Hotel Name	Member-Entity	Franchisee Name	Member	Franchisee Contact	Address	City	City	State	State/Province	Zip	Phone	
B/W Big Bear Chateau	BB Hotels	Shree Dharma, LLC	Mark Talbot	Vishal C. Patel	42065 Moonridge Rd N 21st	Opelika	BIG BEAR	CALIFORNIA	3680	93235-1814		
B/W Bishop Ledge	Mohan Bishop Limited Partnership	WPS HOSPITALITY LLC	Sunil-Lee	Neil Patel	1025 N Main St 7084 Veterans Memorial	Opp	BISHOP	Alaba	3646	93514-2407-260334		
B/W Blythe	A-to-Z Investment Properties, LLC	Amit Patel	Suryakant Patel	550 W Denion St	84THE	CALIFORNIA	93225-2704 (760) 932-8881					
B/W Plus Main Street Inn	Yogi Krupa LLC	Suryakant Patel	3562 E Main St	BRAWLEY	CALIFORNIA	92227-9504 (760) 361-9800						
B/W Brentwood Inn	KAI HOTELS	Rock Point Village	Bhavesh Patel	Gabe DiCianni	8826032 Brentwood	Orange Beach	BRENTWOOD	A	3656	94513-4002-8251		
B/W Plus Media Center Inn & Suites	Ishver A. Patel	Ishver Patel	2910 W Riverside Dr	BURBANK	CALIFORNIA	91505-4326 (818) 942-1900						
B/W John Jay Inn	SILVERNEST HOSPITALITY, LLC	Vikas Ajwani	2421 Searoni Rd	CALEXICO	CALIFORNIA	92221-9721 (760) 768-0442						
B/W California City Inn & Suites	California City Hospitality Inc.	Mitul Tundavia	10286 California City Blvd	CALIFORNIA	92505-6202 (760) 373-1360							
B/W Plus Stevenson Manor	CI COMPANY LLC	David Patel	1820 Lincoln Ave	CALISTOGA	CALIFORNIA	94515-1115 (707) 942-1112						
B/W Canoga Park Motor Inn	CANOGA PARK BOWL LLC	Mireya Rodriguez	20122 Vanowen St	CANOGA PARK	CALIFORNIA	91306-4208 (818) 882-1200						
B/W Plus Capitola By The Sea Inn & Suites	Capitola By the Sea Inn & Suites	Dan Aspromonte	1435 41st Ave	CAPITOLA	CALIFORNIA	95010-2912 (831) 477-0607						
B/W Carlsbad By The Sea	Maji Investments, LLC	Ramesh (Ron) Pitamber	751 Macedonia Dr	CARLSBAD	CALIFORNIA	92013-2205 (760) 438-2285						
B/W Plus Beach View Lodge	Carlsbad Beach Hotel Properties	Renier Milan	2180 Carlsbad Blvd	CARLSBAD	CALIFORNIA	92008-2008 (760) 720-1154						
B/W Carmel's Town House Lodge	Carmel Town House Hospitality, Inc.	Nilam Patel	5th & San Carlos Street	Blvd	CARMEL BY THE SEA	CALIFORNIA	94520-8311					
B/W Plus Carpinteria	CHM Hotels	JAY Calif	John Sanders	Anil Patel	4558 Carpinteria Ave 100	Pelham	CARPINTERIA	Al	3512	93013-1862-8205		
B/W Plus Desert View Inn & Suites	CC MMP Hotel Group	Alpa Patel	21450 Bob Hope Dr	CATHEDRAL	CALIFORNIA	92324-7601 627-1510						
B/W Rose Quartz Inn	Chester Lodge Inc	Ghulam Fareed	306 Main St	CHESTER	CALIFORNIA	96020-5301 258-2002						
B/W Heritage Inn - Chico	Emerald Investments Inc	INC.	Ramesh (Ron) Pitamber	25 Heritage Ln	CHICO	CALIFORNIA	95926-1268 (530)-					
B/W Rise Tree	Plus Russellville	Hotel	GRABOWSKI PATRICK L	Russellville	Izavor Grabowski	Mehul H.	1377018 Central	Russellville	CHINO	Alaba	3565	91710-1907-909256
B/W Chula Vista/Otay Valley Hotel	Excel Austin North LP	Neil Patel	4450 Main St	CHULA VISTA	CALIFORNIA	91911-6508 (619) 422-2600						
B/W El Grande	Troy Inn	Vichai Corporation	Adinath Dada, LLC	Dilipkumar Patel	Dhara Shah	15135 Lakeshore Dr 100	Hunters Mountain	Troy	CLEARLAKE	Ala	3607	95432-8106-707334
B/W Clovis Cole	MDM Properties, LLC	Stephen Trettin	415 Clovis Ave	CLOVIS	CALIFORNIA	93612-1119 (559) 299-1547						
B/W Big Country	UNIVERSITY INN	MERCHANT VALLEY CORPORATION	AAARD	Mahmood (Mike) Merchant	Sanjay	25020 W Dorris Ave 3801	Tuscaloosa	COALINGA	Ala	3540	93210-9722-20550	
B/W Plus Coalings Inn	MERCHANT VALLEY CORPORATION	Mahmood (Mike) Merchant	1786 Jayne Ave	COALINGA	CALIFORNIA	93210-9249 (559) 924-0101						
B/W Colfax	Colfax Hospitality Partners	Rajinder Singh	801 South Auburn St	COLFAX	CALIFORNIA	95713-5301 206-8782						
B/W Plus Arrowhead	Tuscumbia/Muscle Shoals Hotel & Suites	Gurkirpa Investments LLC	KA Tuscumbia	Brahmand Singh	Rajesh	1934 Highway 2s0 N 9th St	Tuscumbia	COLTON	Alab	3567	93224-2915-909256	
B/W Plus Commerce Hotel	Chena River	Sappi Investments, LLC	Dena' Nena'	Neelum Pitamber	Ben Shilling	7272 E Gage Ave 1255 TVSA	Fairbanks	COMMERCE	Al	9970	90040-3812-562907	
B/W Heritage Inn	HERITAGE INVESTMENTS	Ramesh (Ron) Pitamber	4600 Clayton Rd	CONCORD	CALIFORNIA	94521-7644 (925) 686-4466						
B/W Plus Corning	Pioneer Park Inn	GS Pioneer Park Hospitality, Inc.	Suresh Patel	Gregory Phillip Gray	19x08 Highway 99- W Chena Landing	Fairbanks	CORNING	Alas	9970	96021-2706-59907		
B/W Corona Hotel & Suites	Anmol, LLC	Amit Patel	1900 Frontage Rd	CORONA	CALIFORNIA	92882-8401 (951) 728-9113						
B/W Plus Suites Hotel Coronado Island	BIDARKA	B/W Coronado	Johnson Inn Homer	Jeffrey Lin	Douglas Lowell	2575 Orange Ave Sterling	Homer	CORONADO	Al	9960	93118-1410-61907	
B/W Corte Madera	Country Lane Inn	Reneson Hotels, Inc	COUNTRY LANE	Garrett Grialou	Melvin Perkins	56 Madera Blvd 9300 Glacier	Juneau	CORTE MADERA	Alas	9980	94935-1227-416907	
B/W Plus Newport Mesa Inn	Newport Mesa Inn, LLC	Noj Ekhlas	2642 Newport Blvd	COSTA MESA	CALIFORNIA	92627-4626 (949) 650-2020						
B/W Plus Northwoods Inn	CRESCENT NORTHWOODS INN, INC.	Harish Patel	655 US Highway 101 S	CRESCENT CITY	CALIFORNIA	95531-4416 (707) 464-9771						
B/W Plus Dana Point Inn By The Sea	SANTA NELLA HOSPITALITY	COUNTRY LANE INC.	Anish Khimani	Melvin Perkins	24744 Pacific Coast Hwy 2358 Mendenhall Loop Rd	Juneau	DANA POINT	Alask	9980	92624-1202-94907		
B/W Plus Marina Shores Hotel	Dana Point Inn, LLC	Robert Jackson	34280 Pacific Coast Hwy	DANA POINT	CALIFORNIA	92629-2824 (949) 248-1000						
B/W Danville Sycamore Inn	DANVILLE SYCAMORE INN LLC	James Baldacci	803 Camino Ramon	DANVILLE	CALIFORNIA	94526-4252 (925) 855-8888						
B/W Plus Palm Court Hotel	KODIAK INN	B/W Palm Court	Island Hotels, LLC	Ashok Patel	Susan Marie	23x6 D St W Rezanof Dr	Kodiak	DAVIS	Alaska	9961	95616-4513-59907	
B/W University Lodge	Warren Resort Hotels of California	Andrew Warren	122 B St	DAVIS	CALIFORNIA	95616-4626 (530) 756-7890						
B/W Premier Hotel Del Mar	Del Mar Inn Associates	Glen Holloway	720 Camino Del Mar	DEL MAR	CALIFORNIA	92014-3008 (858) 755-9765						
B/W Liberty	King Salmon Inn	Delano Hotel Partners	King Salmon	Kevin Thornton	Gregory Phillip	14284 County Line Rd 35546A	Soldotna	DELANO	Alas	9966	93215-9425-661907	
B/W Diamond Bar Hotel & Suites	Ratan Hospitality, LLC	Manish Patel	259 Gentle Springs Ln	DIAMOND BAR	CALIFORNIA	91765-1614 (909) 860-2700						
B/W Americana	Valdez Harbor Inn	ATIS INVESTMENTS	Johnson Inn	Ajitkumar Tailor	Douglas	14500 S Alta Ave Harbor	Valdez	DINUBA	Alas	9968	93618-2802-59907	
B/W Plus Dixon Davis	B/W Dixon, LLC	Bharat Patel	1345 Commercial Way	DIXON	CALIFORNIA	95620-2025 (707) 678-1400						
B/W El Centro	Lake Lucille Inn	Wasilla	EL CENTRO HOTEL	Jagmeet Gill	Richard David	2362 S 4th St 1300 W Lake	Wasilla	EL CENTRO	Alas	9965	92242-6002-90760	
B/W Esccondido Hotel	INN SPIRED INVESTMENTS INC.	Sandeep Bagri	1700 Seven Oakes Rd	ESCONDIDO	CALIFORNIA	92026-2208 (760) 740-1700						

Open Hotels as of 11/30/24

B/W Plus Bayshore	Apache Junction Inn	Sarti-Rehmet-Park	HARI OM LLC	Ron-Reynolds	Dilipbhai P.	3500-Broadway	1101 W	Apache Junction	EUREKA	Arizo	CALIFORNIA	8512	95503-3810- (~~748~~ 02)
B/W Plus Humboldt Bay	Bellemont Shadow Mountain Inn	HUMBOLDT-BAY-INN	AVST Hospitality LLC	Gary-Stone	Sunesh Tewari	123280 W-5th-St	Interstate 40	Bellemont	EUREKA	Arizo na	CALIFORNIA	8601 5-5087	95501-0321- (202)928
B/W Exeter Inn & Suites		RATEL ANIL P.		Anil Patel		805-S-Kaweah-Ave		EXETER	CALIFORNIA			93221-0361-(559)582-8118	
B/W Cordelia Inn		RATEL - PRAKASH SUBHASH-B.		Subhash Patel		4373-Central-Pl		FAIRFIELD	CALIFORNIA			94524-1604-(707)864-2029	
B/W La Pasada Motel		J-B-W-Hotel-Inc.		Joe Kim		827-W-Ventura-St		FILMORE	CALIFORNIA			93015-1836-(805)524-0440	
B/W Apricot Inn		MERCHANT-VALLEY-CORPORATION		Mahmood-(Mike)-Merchant		46290-W-Panoche-Rd		FIREBAUGH	CALIFORNIA			93623-0719-(559)659-1444	
B/W Vista Manor Lodge		KUAMI-KAO		Kuami-Kao		1100-N-Main-St		FORT-BRAGG	CALIFORNIA			95427-8122-(707)964-4736	
B/W Country Inn		Fortuna Hotel Venture LLC		Ashok Goyal		2025-Riverwalk-Dr		FORTUNA	CALIFORNIA			95540-9552-(707)725-6822	
B/W Plus	Casa Grande Court Inn &	THUNDERBIRD LODGE FREMONT, a-	Legacy Hotels, LaLC	Carl Deughty	Subramaniam	5400-Mowry-Ave	1918 E	Casa Grande	FREMONT	Ariz	CALIFORNIA	8512	94538-1049-(520)
B/W Plus Fresno Airport Hotel	Inn of	BNP-LODGING-LLC	ASHA RAM	Ajit-Hemant Patel		1551950 N Peach	Arizona	Chandler	FRESNO	Arizo	CALIFORNIA	8522	93727-8507- (559)480
B/W Plus Fresno Inn		SHYAM, LLC		Ajit Patel		480-E Shaw-Ave		FRESNO	CALIFORNIA			93710-7602-(559)329-5811	
B/W Village Inn		Shree-Gopinathji-Inc.		Kaushilkumar-Patel		2110-N-Blackstone-Ave		FRESNO	CALIFORNIA			93703-1018-(559)226-2110	
B/W Galt Inn		GALT-HOTEL-LLC		Amarjit-Sandhu		620-N-Lincoln-Way		GALT	CALIFORNIA			95633-8601-(209)745-9500	
B/W Plus	Humboldt House Inn Chandler	Garberville	Love's Hospitality LLC	Roshan Patel	James Wheeler	7101 Redwood-Dr	W	Chandler	GARBERVILLE	A	CALIFORNIA	8522	95642-2104- (752)02
B/W Plus Gardena Inn & Suites		GW-Suites, Inc.		Ramesh-Ahli		14400-S-Western-Ave		GARDENA	CALIFORNIA			90249-3302-(310)817-4983	
B/W Plus Forest Park	Canyon De Chelly Inn	BMV-Hotels-L	PRO HOSPITALITY THREE CHINLE LLC	Bhavesb Patel	Francois Massicotte	275-Leavesley-Rd	100 Main St	Chinle	GILROY	Arizo na	CALIFORNIA	8650 3	95020-3606- (409)28
B/W Route 66 Glendora	Cottonwood Inn	Anish-Hospitality	BAPA	Manish	Ghanshyam Patel	625-E-Route-66	993 S Main St	Cottonwood	GLENDORA	Ari	CALIFORNIA	8632	91740-2508- (692)68
B/W Plus South Coast	Douglas Inn &	Bar-Investors, A Joint Venture	DHD L.L.C.	Alex-Panasides	Pragnesh T.	5620-Calle-Real	199 E 7th St	Douglas	GOLETA	Arizo	CALIFORNIA	8560	93417-2319-
B/W Gold Country Inn		GOLD-COUNTRY-INVESTMENTS-		Neelum-Ditambar		972-Sutton-Way		GRASS-VALLEY	CALIFORNIA			95945-5177-(530)272-1293	
B/W Hanford Inn		Radha-Kishan-Inc.		Hemant-Patel		755-Cadillac-Ln		HANFORD	CALIFORNIA			93220-4965-(559)582-7300	
B/W Plus Inn Of Hayward		Khatni, Inc.		Narendra-Khatni		260-W-A-St		HAYWARD	CALIFORNIA			94541-4857-(510)785-8700	
B/W Dry Creek Inn		Dry-Creek-Inn, LP		Aaron-Krug		198-Dry-Creek-Rd		HEALDSBURG	CALIFORNIA			95448-4702-(707)422-0200	

[Open Hotels as of 11/30/24](#)

[Open Hotels as of 11/30/24](#)

Open Hotels as of 11/30/24

Hotel Name	Member-Entity	Franchisee Name	Member-Entity	Franchisee Contact	Address	City	City	State	State/Province	Zip	Phone
B/W Silicon Valley Sunrise Inn	Silicon Valley Hospitality, Inc.	Sal AZ	Jayeshkumar Patel	Junaib A.	600 128 N Mathilda Ave Main	Eagar	SUNNYVALE	Ar	CALIFORNIA	8592	94085-3508
B/W Harbour Inn & Suites Huntington —	Harbour Inn Group		Garish Patel		16912 Pacific Coast Hwy	SUNSET	CALIFORNIA	90742	(563) 593-4770		
B/W Plus Taft Inn	DEEPA INVESTMENTS & LODGING, LLC		Kundan Patel		203 S 6th St	TAFT	CALIFORNIA	93268-3452	(661) 745-5655		
B/W Plus Country Park Hotel	C & K KERN INC		Shelley Kim		420 W Tahachapi Blvd	TEHACHARI	CALIFORNIA	93561-1638	(661) 823-1800		
B/W Country Inn	Reno Motel Investments, Inc		Nil Bhakta		27706 Jefferson Ave	TEMECULA	CALIFORNIA	92590-3638	(951) 676-7378		
B/W Plus Temecula Wine Country Hotel &	Anay, LLC	Z3 Hospitality Inc		Amit Patel	41841 Moreno 1-10 Exit 1 S	Ehrenberg	TEMECULA	Ari	CALIFORNIA	8533	92590-1809 (951) 28
B/W Plus Thousand Oaks Pony Soldier	WESTCHASE MINI SUITES LLC	Catalina	Min Wang	Rebecca Driggs	75 W Thousand Oaks Blvd 3030 E	Flagstaff	THOUSAND OAKS	Arizon	CALIFORNIA	8600	91360-4416 (928) 65
B/W Plus Avito Suites	CLOCKTOWER INN INC		Mike Patel		2531 Torrance Blvd	TORRANCE	CALIFORNIA	90502-4802	(310) 540-5051		
B/W Luxury Inn	Clover Hotel Partners LP		Sandip Patel		811 Clover Rd	TRACY	CALIFORNIA	95276-1704	(209) 822-0371		
B/W Plus Truckee Tahoe Hotel Aiden by	Vista Truckee Tahoe	Flagstaff Lodging	Juan Llaca	Kunal Patel	11321 Brockway 2000 S Milton	Flagstaff	TRUCKEE	Ariz	CALIFORNIA	8600	96161-2107 (530) 928
B/W Town & Country Space Age Lodge	Jackson Tool & Associates, Inc	Space Age	Jackson Tool	William R.	1051 N Blackstone St 401 E	Gila Bend	TULARE	Ariz	CALIFORNIA	8533	93274-7276 (55) 928
B/W Orchard Copper Hills Inn	KHATRI BROTHERS PARTNERSHIP	Bechar	Pranita Khatri	Rajesh Patel	1502 65 N Golden State Blvd E	Globe	TURLOCK	Ariz	CALIFORNIA	8550	95282-9552 (920) 8
B/W Heritage Inn	R & P PROPERTIES INC		Kusum Pitamber		1420 E Monte Vista Ave	VACAVILLE	CALIFORNIA	95688-3016	(707) 448-8453		
B/W Valencia Six Flags Inn & Suites	Excel Buena Park LP		Neil Patel		27512 Wayne Mills Place	VALENCIA	CALIFORNIA	91355-4980	(661) 255-0555		
B/W Plus Inn Of Ventura	Ventura B.V. Inn, LLC		Juan Llaca		708 E Thompson Blvd	VENTURA	CALIFORNIA	93001-2916	(805) 648-2101		
B/W Visalia Hotel	Karvins Hospitality, Inc.		Andy Chhikara		9300 W Airport Dr	VISALIA	CALIFORNIA	93277-9500	(559) 651-3700		
B/W Plus Wasco Gold Canyon Inn &	KAAJAL	GANPATI IN LLC	Sohan Patel	Ramesh C.	1704 Highway 46 8333 E	Gold Canyon	WASCO	Arizo	CALIFORNIA	8511	92280-1227 (661) 480
B/W Rose Garden Phoenix Goodyear	Aspromonte Inns, LLC	Galaxy Hotels Inc	Dan Aspromonte	Rupinder	740 Freedom Blvd 55 N	Goodyear	WATSONVILLE	Arizona	CALIFORNIA	8533	95076-2811 (862) 34
B/W Plus West Covina Inn	West Covina 1 Hotel Co.		Karena Suje		2275 E Garvey Ave N	WEST	CALIFORNIA	91701-1708	(626) 915-1611		
B/W Palm Garden Inn	Twin Cypress LLC		Chirag Patel		12659 Beech Blvd	WESTMINST	CALIFORNIA	92682-2202	(714) 373-2200		
B/W Westminster Inn	SANAMA LLC		Syed Shah		5755 Westminster	WESTMINST	CALIFORNIA	92682-3541	(714) 898-4043		
B/W Willis Green Valley Inn	Niruben Patel & Naresh Kumar Patel	Parvina	Sudhoben Patel	Suhrob M	1272 111 S Main St La	Green Valley	WILLITS	Ariz	CALIFORNIA	8561	95490-4404 (752) 02
B/W Willows Inn	B & S HOSPITALITY INC		Suresh Patel		475 N Humboldt Ave	WILLOWS	CALIFORNIA	95988-2644	(530) 924-4444		
B/W Los Angeles Worldport Hotel	Win Win Hotel Investment Partnership, LTD		Rick Wang		14002 W Pacific Coast Hwy	WILMINGTO	CALIFORNIA	90744-1802	(310) 824-2400		
B/W Shadow Inn	Shadow Oaks Hospitality, Inc.		Bharat Patel		584 N East St	WOODLAND	CALIFORNIA	95776-6101	(530) 666-1251		
B/W Woodland Hills Sawmill Inn	BAKOR INVESTMENTS VENTURA	Vedant	Hina Parmar	Dharmendra V.	218 3677 Ventura	Heber	WOODLAND HILLS	Arizon	CALIFORNIA	8592	91364-1827 (928) 36
B/W Miner's Inn	Miner's Inn LLC		Ankit Panchal		122 E Miner St	YREKA	CALIFORNIA	96097-2927	(530) 842-4255		
B/W Yuba City Arizonian Inn	SUTTER HOTEL GROUP	Pro Hospitality	Kishan Kandula	Jean-Michel	894 W Onstott Rd 2508 Navajo	Holbrook	YUBA CITY	Arizon	CALIFORNIA	8602	95091-2519 (530) 928
B/W Alamosa Inn	MDR Hospitality Inc.		Atul Shah		2005 Main St	ALAMOSA	COLORADO	81101-2222	(719) 589-2567		
B/W Plus Gateway King's Inn &	Colorado Lodging Inc	Lester Wittwer	Hitesh Patel	Shayne R.	800 S Abilene St 2930 E. Andy	Kingman	AURORA	Ariz	COLORADO	8640	80012-3684 (792) 08
B/W Brighton Inn	Brighton Inn, LLC		Warren Collier		15151 Brighton Rd	BRIGHTON	COLORADO	80601-7302	(203) 627-7210		
B/W Vista Inn	B & J INC		Carolyn Jewell		723 US Highway 24 N	BUENA	COLORADO	81211	(719) 395-8009		
B/W Plus Carousel A Wayfarer's Inn & Suites	Sunman Hospitality, LLC	Kingman Investments, LLC	Joe Chul Lee	Cary A. Swenson	605 S Lincoln St 2815 E Andy Devine Ave	Kingman	BURLINGTON	Arizona	COLORADO	8640 1-4202	80807-1128 (74) 928
B/W Canon City	Lotige Lane Investment Group, LLC		Stephen Henderson		110 Lotige Ln	CANON CITY	COLORADO	81212-8101	(719) 375-2400		
B/W Plus Castle Rock	GOPALA HOSPITALITY INC		Dipak Gopal		595 Genea Way	CASTLE	COLORADO	80109-1980	(303) 814-8800		
B/W Grande River Superstition	KB Clifton	Sai Astha LLC	Rajesh Mukherjee	Bhupendrakumar	134 228 I-70 Business Loop S	Mesa	CLIFTON	Ariz	COLORADO	8520	81520-7600 (928) 480
B/W Executive Sonora Inn & Suites	B/W Harrison Hotel Owners	Sonoran Sky	Craig Hulford	Harvir Bhatti	1440 Harrison 750 W Shell Rd	Nogales	COLORADO SPRINGS	Ariz	COLORADO	8562	80905-4002 (719) 520
B/W Plus Executive Residency Fillmore Inn at	Fillmore Inn	Page Hotel Venture	Tyler Walters	Sundip Patel	2150 208 N Chestnut St Lake	Page	COLORADO SPRINGS	Ariz	COLORADO	8604	80907-5168 (719) 928
B/W Plus Peak Vista Inn & Suites View of	B/W Monument Hotel Owners	Giammatteo	Craig Hulford	Brady	7 16 S Commerce	Page	COLORADO SPRINGS	Ariz	COLORADO	8604	80919-2625 (74) 928
B/W Turquoise Parker Inn & Suites	Ganeshay Cortez	Waheguru	Purvish Soni	Swarndeeep	525 E Main St 1012 Geronimo	Parker	CORTEZ	Ariz	COLORADO	8534	81321-3219 (970) 28
B/W Plus Deer Park Hotel And Suites Inn of	MPP Hospitality Craig Inc	Pine Valley	Vamsidar Malgireddy	Bharat	262 Commerce St 301 S	Payson	CRAIG	Arizo	COLORADO	8554	81625-3635 (920) 28

Open Hotels as of 11/30/24

B/W Premier-Denver-East Vib-Hotel-By-Best-Western-Denver-Rino	Peoria-Hospitality, LLC Denver-3560, LLC	Sharjeel-Hassan Jennifer-Gipfert	4411-Peoria-St 3560-Brighton-Blvd.	DENVER DENVER	COLORADO COLORADO	80330-4817 (203)-372-1444 80316 (730)-844-3100				
B/W ~~Plamigan-Lodge~~ <u>InnSuites</u> <u>Phoenix Hotel & Suites</u>	RSS-MOUNTAINVIEW L-C	Anna-Staszek <u>Arpit Ashokbhai Patel</u>	16152 Lake-Dillon-Dr <u>Northern Ave</u>	<u>Phoenix</u>	<u>DILLON</u> <u>Arizo</u> <u>na</u>	COLORADO <u>8502</u> <u>0-3932</u>	80435 (928) <u>602</u>			
B/W-Plus-Rio-Grande-Inn B/W-Plus-Eagle/Vail-Valley B/W-Plus-Silver-Saddle-Inn B/W-Firestone-Inn-&Suites	McCallister-Rio-Grande-Investments,LLP CES-Warner-Eagle-LLC SILVER-SADDLE-OF-ESTES-LLC LONGMONT-BUSINESS-PARTNERS	Merci-Walt Joekulline-Cottlett Bryan-Burke Ramesh-Patel	400-E-2nd-Ave 200-Loren-Ln 1260-Big-Thompson-Ave 11228-Business-Park-Cir	DURANGO EAGLE ESTES-PARK FIRESTONE	COLORADO COLORADO COLORADO COLORADO	81301-5602 (970)-385-4980 81631 (970)-328-6316 80517-8030 (970)-586-4476 80504-9540 (730)-404-1035				
B/W ~~Kiva-Inn~~ <u>North Phoenix Hotel</u> B/W-University-Inn B/W-Plus-Overland-Inn B/W-Antlers Aiden-By-Best-Western-Denver-West/Golden	NBA-HOSPITALITY Ashley-Sommers Fort-Morgan-Sundowner, LLC RHL-1-Antlers, LLC Ephesians220-Partners, LLC	Metro Hospitality, Ashley-Sommers Jennifer-Gipfert Collin-Richardson Sean-Keating	Rajesh-Sarda <u>Neil Patel</u>	1638-E-Mulberry-St <u>9455 N.</u>	<u>Phoenix</u>	FORT- FORT- FORT- GLENWOOD- GOLDEN	COLORADO <u>8502</u> 80524-2032 (970)-484-2984 80701-4350 (970)-370-2322 81601-2911 (970)-945-8535 80401-4022 (203)-277-0200	80524-3522-		
B/W-Greeley B/W Plus ~~Hudson-Hotel-&~~ B/W-Denver-Southwest	Keystone-JS-LLC Love's <u>Shree</u> Hospitality, LLC JEFFERSON-HOSPITALITY-LTD-LLP	Mary-Ki James-Wheeler Gregory-Tally	2562-W-29th-St <u>Hwy</u>	<u>Phoenix</u>	GREELEY HUDSON LAKEWOOD	COLORADO <u>Ariz</u> COLORADO	80621-8505 (970)- 80642-5027- 80237-5150 (203)-			
B/W Plus-Boulder-Louisville B/W-Plus-Loveland-Inn	Dipak-PatelLouisville Quro-Loveland LLC	Downtown Hospitality Group-Inc., <u>LLC Brian</u>	9620 W-Dillon-Rd <u>N 6th St</u>	<u>Phoenix</u>	LOUISVILLE LOVELAN	<u>Ari</u> COLORADO <u>8500</u>	80037-9448- (960) <u>2</u>			
B/W ~~Movie-Manor~~ <u>Inn of Pinetop</u> B/W-Plus-Eagleridge-Inn-&	PS-Cube KIMLEE-BM,	Pro Hospitality Two Prescottian Arizona,	Shital-Patel Myung-Kim	<u>Simon Rizk</u> <u>Amariah Olson</u>	2820-US-Highway-16 404 W.E <u>White Mountain Blvd</u> 1317 E	<u>Pinetop</u> <u>Prescott</u>	MONTE- VISTA PUEBLO	<u>Arizo</u> <u>Ariz</u>	COLORADO <u>8593</u> <u>5-7032</u> COLORADO <u>8630</u>	81144-9357- (719) <u>28</u> 84008-2055-
B/W-Sundowner B/W-Rambler B/W-Alpenglo-Lodge B/W-Plus-New-England-Inn-&Suites B/W-Danbury/Bethel B/W-Plus-Fairfield-Hotel B/W-Hartford-Hotel-&Suites B/W-Plus-North-Haven-Hotel	SAHAJ-Hospitality-LLC SHREEJ-LLC WINTER-PARK-HOSPITALITY-ASSOC.-INC. D-S-P-ENTERPRISES, INC. BETHEL-HOTEL-LLC Fairfield-Hotel-Group-LLC HARTFORD-AIRPORT-HOTEL-LLC SMS-Washington-Ave-Hospitality-LLC	Atul-Shah Kalpesh-Patel David-Treece Gary-Desai Hardik-Patel Mahendra-Patel Jignesh-Patel Ishad-Sideeka	125-Overland-Tri 457-US-Highway-85-87 78665-US-Highway-40 2252-Berlin-Tpkie 11-Stony-Hill-Rd 100-Kings-Highway-Cutoff 185-Brainerd-Rd 201-Washington-Ave	STERLING WALSENBUR WINTER- BERLIN BETHEL FAIRFIELD HARTFORD NORTH-	COLORADO COLORADO COLORADO CONNECTICUT CONNECTICUT CONNECTICUT CONNECTICUT CONNECTICUT	80751 (970)-522-6265 81089-9432 (719)-738-1121 80482 (970)-726-8088 06037-4026 (860)-828-3000 06801-1055 (203)-744-2300 06824-5241 (203)-659-2300 06114-2102 (860)-525-1000 06473-1205 (203)-239-6700				

[Open Hotels as of 11/30/24](#)

Open Hotels as of 11/30/24

Hotel Name	Member-Entity	Franchisee Name	Member-Contact	Franchisee	Address	City	City	State	State/Province/Zip	Zip	Phone
B/W Plus Flagler Beach Area Desert Inn &	JAY MAA AMBE, LLC	SHRI KRSNA	Dilip Patel	Raj Shastri	200 Flagler Plaza Dr	1391 W	Safford	PALM	FLORIDA	85546-	23137-5906
		L.L.C.									
B/W Plus Panama City Hotel Safford	Jonathan Reiss	Pinapple 3JS Hospitality	PCB/W LLC	Management Corp	2338 Mercedes	450 E	Safford	PANAMA-CITY	Arizona	FLORIDA	85546-
											23405-5260-
											(928)
B/W Plus Blue Angel Inn Sundial	SAI RAM OF PENSACOLA	SUNDIAL	Mitesh Patel	Jude Nau	7323600 W Detroit Blvd	E	Scottsdale	PENSACOLA	Ari	FLORIDA	85251-
											23534-1731-
											(480)
B/W Port St. Lucie	WAYNE BUILDING CORPORATION		Eric Wynne		7900 S US Highway 1		PORT SAINT-	FLORIDA		24953-3350	(773)-878-7600
B/W Bayfront	Vista Hotel III Inc		Kanti Patel		16 Avenida Menendez Ave		SAINT-	FLORIDA		23084-3601	(904)-824-4483
B/W Historical Inn	Ponce Historical, Inc.		Kanti Patel		2010 N Ponce De Leon Blvd		SAINT-	FLORIDA		23084-2623	(904)-839-9088
B/W Plus St. Augustine L-95 Scottsdale Thunderbird Suites	Durga Investment, LLC	Century Hotels Corporation	Anoop Patel	Benjamin Wagner	2465 State Road 16	7515 E Butherus Dr	Scottsdale	SAINT-AUGUSTINE	Ari	FLORIDA	85260-
											23093-0701-
											(904)
B/W Seaside Inn Aiden by Best Western	Vista Hotel II Inc	W.A.K LLC	Kanti Patel	Nirav Patel	541 A1A Beach Blvd	10801 N	Scottsdale	SAINT-		FLORIDA	85260-
											23080-7936-
B/W Plus Sanford Airport/Lake Mary Hotel North	Sanford Hospitality Group Inc.		Ricky Kureti		2401 S Orlando Dr		SANFORD	FLORIDA		23273-5607	(407)-
B/W Plus Sebastian Arroyo Roble Hotel	Captain Hiram's Hotel North	Kohan	William Collins	Kristi Allen	1655 US Highway 1	400 N State	Sedona	SEBASTIAN	Ari	FLORIDA	86336-
											23958-3874-
B/W Starke	Shiv Group, Inc.		Suresh Patel		1200 N Temple Ave		STARKE	FLORIDA		23093-2116	(904)-964-6744
B/W Downtown Stuart	PNR Hotels, Inc.		Nimesh Patel		1209 SE Federal Hwy		STUART	FLORIDA		24994-3824	(773)-287-6300
B/W Plus Tallahassee North Hotel Creekside	Murphco of Florida Inc.		Phillip Murphy		2727 Graves Rd			TALLAHASSEE	FLORIDA		23303-2865
											(850)-
B/W Tallahassee Downtown Inn & Suites	Amneel of Tallahassee Inc.		Mahendra Parmar		2016 Apalachee Pkwy		TALLAHASSEE	FLORIDA		23303-4818	(850)-656-6313
B/W Tampa	Mosi Hotels Inc		Bharat Patel		734 S Dale Mabry Hwy		TAMPA	FLORIDA		23609-4402	(813)-490-3278
B/W Space Shuttle Inn Aiden by Best	SPACE COAST HOTELS	Railroad Inn LLC	Marsha Shah	Rebecca	22545 Cheney Hwy	W	Sedona	TITUSVILLE	Ariz	FLORIDA	86336
											23780-2502-
											(480)
B/W Plus Ambassador Suites Venice Paint	REIT 400	MAHALAXMI LLC	Jacob Kurian	Vijay Koradiya	400 Commercial Ct	581 W	Show Low	VENICE	Arizo	FLORIDA	85901-
											24293-1647-
											(941)
B/W Walde Inn & Suites	Kiran Hotels, Inc		Deven Desai		17320 NE US Highway 301		WALDO	FLORIDA		23694-4612	(352)-468-3500
B/W Wesley Chapel	W/C Hospitality, LLC		Ishwar Naras		5639 Oakley Blvd		WESLEY CHAPEL	FLORIDA		23544-5305	(813)-245-2000
B/W Palm Beach Lakes	DR PALM BEACH INC.		Jennifer Redmond		1800 Palm Beach Lakes Blvd		WEST PALM-	FLORIDA		23403-2023	(561)-689-8810
B/W Plus Winter Haven Inn & Suites Sun	p6 Xenia	Sun Canyon Hotel	Nimit Patel	Brad	5801 Roosevelt Dr	260 N	Sierra Vista	WINTER-HAVEN	Arizo	FLORIDA	85635-
											23884-2106-
											(863)
B/W Plus First Coast Snowflake Inn & Suites	OM MAA Sharan, Inc	Ganesh LLC	Hitesh Bhakta	Vijay	46205225 State Road 200	S	Snowflake	YULEE	Arizon	FLORIDA	85937-
											23097-5421-
											(904)
B/W Acworth Inn	5155 Acworth Hospitality LLC		Bhargav Acharya		5155 Cowan Rd		ACWORTH	GEORGIA		20101-5198	(770)-874-0116
B/W Athens	MONARCH MOTOR INNS INC.		Earle Moore		170 N Millidge Ave		ATHENS	GEORGIA		20601-3802	(706)-546-7314
B/W Plus Augusta North Inn &	Guru Hotels-Claussen	Grand Hospitality	M Amandeep		1062 Claussen Rd	13337 W	Surprise	AUGUSTA	Ariz	GEORGIA	85374-
											20907-2306-
											(206)
B/W Milton Inn	THE MILTON INN INC		Chirag Patel		201 Highway 515 W.		BLAIRSVILLE	GEORGIA		20512-3501	(706)-745-6995
B/W Braselton Inn	PARAM OVERSEAS INC		Khyati Patel		202 Zion Church Rd		BRASELTON	GEORGIA		20517-2227	(706)-654-2081
B/W Plus Brunswick Inn & Suites Vib Hotel by Best Western Phoenix-Tempe	Omika Investment	BWI DevCo LLC	Sanjay Bhakta	Michael Morton	51261 Venture Dr	South Farmer Ave	Tempe	BRUNSWICK	Ari zona	GEORGIA	85281
											21525-9794-
											(912)
B/W Inn & Suites	Kamal Enterprises, Inc.		Minesh Patel		101 Dunbar Rd		BYRON	GEORGIA		21008-7044	(478)-956-3056
B/W Executive Inn	Vall Hospitality, LLC		Vikas Patel		2800 US Highway 94 S		CAIRO	GEORGIA		29828-3730	(229)-377-9000
B/W Allatoona Inn & Suites	SHIVRAM INC		Dharmesh Patel		5663 Highway 20 NE		CARTERSVILLE	GEORGIA		20131-5213	(770)-286-1569
B/W Plus Columbus North Ft. Moore Tolleson	Hari Krupa LLC	Individual	Pranav Halawala	Sundip	846221 Veterans C	W	Tolleson	COLUMBUS	Ari	GEORGIA	85353-
											21909-2530-
											(206)
B/W Commerce Inn	JDS Lodging LLC		Ashish Patel		157 Eisenhower Dr		COMMERCE	GEORGIA		20529-6226	(706)-335-3640
B/W Colonial Inn	Colonial Inn & Restaurant Vienna, Inc.		Gregory Turton		1706 E 16th Ave		CORDELE	GEORGIA		21015-5207	(229)-272-5420
B/W Plus Dalton Inn	Vision Hospitality, LLC		John Tampa		715 College Dr		DALTON	GEORGIA		20720-3783	(706)-272-9099
B/W Gwinnett Center Hotel	Creative Hospitality Group LLC		Rajesh Shah		2670 Shoelclore Rd		DULUTH	GEORGIA		20096-4546	(770)-935-7171
B/W Plus Duluth/ Sugarloaf	Sugarloaf Capital Buford, LLC		Shama Patel		2270 Stephens Center Dr		DULUTH	GEORGIA		20096-3260	(678)-957-0500
B/W Mountain View Inn	Mountain View Inn, LLC		Brenda Jones		94 Mountain View Dr		EAST-ELIJAH	GEORGIA		20539	(706)-515-1500
B/W Plus Fairburn Atlanta Southwest	Apsion Management - Oakley Blvd, LLC		Rajesh Patel		1005 Oakley Industrial Blvd		FAIRBURN	GEORGIA		20213-6083	(678)-782-4700
B/W Augusta-West	KISHIN HOSPITALITY LLC		Kanta Kendur		452 Park West Dr		GROVETOWN	GEORGIA		20813-3216	(706)-651-9100
B/W Plus Atlanta Airport-East	APSHION HOTELS INC.		Rajesh Patel		201 N Central Ave		HAPSVILLE	GEORGIA		20354-1601	(404)-763-8772
B/W Hiram Royal Sun Inn & Suites	Shree Jala Sai Ram	1015 Stone LLC	Vasu Patel	Jay Solanki	124015 Race Rd	N Stone Ave	Tucson	HIRAM	Arizo	GEORGIA	85705-
											20141-2181-
											(752)
B/W Kennesaw Inn Suites Tucson	Dhanaxmi Tucson Hospitality Properties, Inc.	LTD	Dharmesh Patel	Jeffrey Egelhoff	262501 George Busbee Pkwy. NW	Oracle Rd	Tucson	KENNESAW	Ari zona	GEORGIA	85704-
											20144-4966-
											(752)
B/W Plus Kingsland	Camden Hospitality Service, Inc.		Chandra Yadav		1375 Hospitality Ave		KINGSLAND	GEORGIA		21548-6816	(912)-510-0302
B/W Gold Poppy Inn & Suites Of Macon	Kirti Enterprises	MSRP Ina, Inc.	Avi Bharat	Alpa M. Patel	4681 Chambers	4930 W Ina Rd	Tucson	MACON	Arizo	GEORGIA	85743-
											21206-5266-
											(478)
B/W Riverside Inn Rancho Grande	AJIT HOSPITALITY	Tonto Basin	Ajit Patel	Paramjit Nagra	2400 Riverside Dr	293 E	Wickenburg	MACON	Arizo	GEORGIA	85390-
											21204-1279-
											(478)
B/W Atlanta-Marietta Ballpark Hotel	551 Ponce LLC		Seen Ki Han		1940 Leland Dr SE		MARIETTA	GEORGIA		20067-6102	(678)-903-8216

Open Hotels as of 11/30/24

B/W Plus McDonough Inn & Suites of	McDonough Hotel Group Olybros , LLC	Mukesh Patel Sheryl Lynn	805 Industrial Blvd 2600 W	Williams	MCDONOUGH A	GEORGIA 86046-	30253-6616- (770) 928
B/W Southlake Plus Winslow Inn	VED Enterprises Tinwoods Inc.	Akshay Amin Ted Chou	6437 Jonesboro Rd 816	Winslow	MORROW Ariz	GEORGIA 86047-	30260-1739- (770) 928
B/W Shenandoah Inn	Khushi Hospitality LLC	Avadhesh (Avi) Patel	620 Highway 24 E	NEWMAN	GEORGIA	30265-1007 (770) 304-9700	
B/W Plus Lake Lanier Gainesville Yuma Mall	Meadow Capital SP Palm Springs Inn .	Shama Patel Chris Kang	145~~36~~0 Oakwood Rd S Castle	Yuma	OAKWOOD Ari	GEORGIA 85365-	30566-3313- (770) 928
B/W Bradbury Plus Yuma Foothills Inn & Suites	Shree Yogiji JSC Yuma Inc.	Ashwin Patel Jasjit Singh	305 Lect Dr 10731 E South Frontage Rd	Yuma	PERRY Arizon a	GEORGIA 85367-7847	31060-3187- (424) 928
B/W Plus Savannah Airport Benton Inn & Suites	Dhaval Desai Dia Sun MILLENNIUM HOSPITALITY LLC Naresh	155 Bourne Ave 17036	Benton	POOLER Arka	GEORGIA	72019-	31333-9516- (950) 1a
B/W Premier I-95 Savannah Airport/Pooler West	Peeler Lawmi, Inc.	Nelish Patel	102 San Dr	POOLER	GEORGIA	31323-2400 (912)	
B/W Plus North Savannah	PIWT Lodging, LLC	Nirav Sheth	115 Oleary Rd	PORT	GEORGIA	31407-9661 (912)	
B/W Plus Richmond Hill Castlerock Inn &	SANTH KRUPA Silver Hospitality .	Dinesh Janak Patel	4564 US Highway 501 1/2 SE	Bentonville	RICHMOND HILL Arkans	GEORGIA 72712-	31324-2308- (479) 1a
B/W Plus Roswell/Alpharetta	US SOUTH HOSPITALITY INC	Rajiv Goswami	907 Holcomb Bridge Rd	ROSWELL	GEORGIA	30076-1905 (770) 553-5599	
B/W Plus St. Simons	BA-301 Main, LLC	Chetan Patel	201 Main St	SAINT SIMONS	GEORGIA	31533-1665 (912) 638-7805	
B/W Central Inn Conway	MARUTONE HOSPITALITY Laguraajswami, w LLC	Girish Kumar Ankur B. Patel	45 Eisenhower Dr 816 E Oak St	Conway	SAVANNAH Ark	GEORGIA 72032-	31406-2423- (950) 1a
B/W Savannah Historic District	RB CIV Savannah B/W Hotel LLC	Robert Campbell	412 W Bay St	SAVANNAH	GEORGIA	31401-1115 (912) 233-1011	
GI6 Best Western Savannah Gateway I-95	Gemiely, Inc.	Mehul Sheth	17005 Abercorn St	SAVANNAH	GEORGIA	31419 (912) 298-6811	
GI6 Best Western Pooler—Savannah Airport	Hina Hospitality LLC	Vipul Patel	121 W Mulberry Blvd	SAVANNAH	GEORGIA	31407-3505 (912) 298-1760	
B/W Atlanta Cumberland/Galleria Hotel	JAYB HOLE LLC	Harikrushna Bhagat	1200 Winchester Plwy SE	SMYRNA	GEORGIA	30080-6541 (678) 292-6980	
B/W Bradford Inn	MITUL Inc.	Mukesh Patel	688 S Main St	SWAINSBORO	GEORGIA	30401-4819 (478) 237-3400	
B/W Plus Rose City Conference Center Inn of the Ozarks	BNS Hospitality of Rose City, LLC Ozark Lodging Limited	Bharat Patel Randy Wolfinbarger	133 Liberty St 207 W Van Buren	Eureka Springs	THOMASVILLE A rkansas	GEORGIA 72632-3648	31757-2513- (479) 1a
B/W Plus Valdosta Hotel & Suites	GE Hospitality, LLC	Gerald Evans	4025 Northlake Dr	VALDOSTA	GEORGIA	31602-2386 (770) 241-9221	
Aiden By Best Western Warm Springs Hotel And	Presidential Hospitality, LLC	Khyati Patel	2526 Whitehouse Plwy	WARM SPRINGS	GEORGIA	31830-2057 (706) 655-4015	
B/W Plus Executive Residency Rigby's Water	Rigby's Hospitality 2017, LLC	Steve Rigby	1056 GA Highway 96	WARNER	GEORGIA	31088 (478) 312-5700	

Open Hotels as of 11/30/24

Hotel Name	Member-Entity	Franchisee Name	Member-Entity	Franchisee Contact	Address	City	City	State	State/Province/Zip	Zip	Phone
B/W Plus Bradbury Inn & Suites	Windsor	GUNIATIT HOSPITALITY MAJOR	Dilipkumar Patel	Terry B. Dill	2570 Memorial 1122 S Futrell	Fayetteville	WAYCROSS	Ark	GEORGIA 72701-	21503-0010	
B/W The Plaza Aspen Hotel	Aspen	TEG HOTELS Ishani Hotel LLC	Terri Ann Chew	Pinakin Patel	2353 N Nimitz Hwy 2900 S 68th	Fort Smith	HONOLULU	Ark	HAWAII 72903-	96810-1007	(808) 479
B/W Blackfoot Inn	Hope	Sleeping Bear Inn Diwan Best	Haily Wilson	Abdulaziz	750 Jensen Grove 1800 Holiday	Hope	BLACKFOOT	Ar	IDAHO 71801-2	83231-1680	(208) 870
B/W Northwest Lodge	NW Lodge, LLC	Shalini Patel	6089 S Federal Way	BOISE	IDAHO	83716-0604 (208) 387-3300					
B/W Vista Inn At The Airport	Commodore Hotel Inc	Mark Raden	2645 Airport Way	BOISE	IDAHO	83705-5001 (208) 336-8100					
B/W Plus Kootenai River Inn Casino & Spa	Kootenai Tribal Development Corporation	Tom Turpin	7160 Plaza St	BONNERS FERRY	IDAHO	83805-8598 (208) 267-8511					
B/W Plus Burley Inn & Convention Center	BURLEY INN INC.	Ramela Miller	800 N Overland Ave	BURLEY	IDAHO	83318-3442 (208) 678-3501					
B/W Plus Caldwell Inn & Suites	CALDWELL HOSPITALITY GROUP LLC	Jaswinder Sidhu	908 Specht Ave	CALDWELL	IDAHO	83605-6927 (208) 454-7235					
B/W Plus Coeur D'Alene Inn	H & J INCORPORATED	Jason Jaeger	506 W Appleway Ave	COEUR D'ALENE	IDAHO	83814-0510 (208) 765-3200					
B/W Driftwood Inn	Warren Resort Hotels of Idaho, Inc.	Andrew Warren	575 River Pkwy	IDAHO FALLS	IDAHO	83403-3313 (208) 533-3343					
B/W Plus Cottontree Inn	Snake River Peterson Properties LLC	Jeremy Peterson	900 Lindsay Blvd	IDAHO FALLS	IDAHO	83403-1818 (208) 532-6000					
B/W Sawtooth Inn & Suites	Warren Resort Hotels of Jerome, Inc.	Andrew Warren	2653 S Lincoln Ave	JEROME	IDAHO	83338-6138 (208) 324-9200					
B/W Plus Kentwood Lodge	Kentwood Lodge, LLC	Ralph Forgeon	180 S Main St	KETCHUM	IDAHO	83340 (208) 736-4114					
B/W Tyrolean Lodge	Alta Tyrolean, LLC	Dennis Cahill	260 Cottonwood St	KETCHUM	IDAHO	83340 (208) 736-5336					
B/W Plus McCall Lodge & Suites	S3 Holding LLC	Jerome Dotry	311 S 3rd St	MCCALL	IDAHO	83638-5030 (208) 634-3330					
B/W Plus Meridian	RaMo Lodging Group LLC	Ravi Patel	1010 S Progress Ave	MERIDIAN	IDAHO	83643-3050 (208) 887-7888					
B/W Plus University Inn	HAGADONE HOSPITALITY CO.	Mike O'Brien	1516 Pullman Rd	MOSCOW	IDAHO	83843-4084 (208) 882-0550					
B/W Foethills Inn	Johnson Brothers Hospitality, LLC	Laura Stone	1080 Highway 20	MOUNTAIN	IDAHO	83647-3958 (208) 587-8477					
B/W Plus Peppertree Nampa Civic Center Inn	Nampa Hospitality LLC	Rita Santillanes	205 3rd St South	NAMPA	IDAHO	83651-3716 (208) 495-5391					
B/W Lodge At River's Edge	RIVER'S EDGE HOSPITALITY LLC	Tanna Zywine	615 Main St	OROFINO	IDAHO	83544 (208) 476-9999					
B/W Pocatello Inn	LRD HOTELS LLC	Varun Dharmi	1415 Bench Rd	POCATELLO	IDAHO	83201-2444 (208) 237-7650					
B/W Plus Ponderay Mountain Lodge Winners	Winners	Warren Resort Hotels of Ponderay, Inc. Winners Circle Hospitality	Andrew Warren	James D.	473226 Highway 9s 2520	Hot Springs	PONDERAY	Ark	IDAHO 71901-7	838520373 (208) 501	
B/W Edgewater Resort Jacksonville Inn	Jacksonville Inn	Edgewater Sandpoint Shree Ganesh	Brian Averill	Nevil Patel	56 Bridge St 1600 John	Jacksonville	SANDPOINT	Ar	IDAHO 72076-3	83864-1443 (208) 501	
B/W Plus Twin Falls Hotel	The Q Hospitality LLC	Chau Quach	1377 Blue Lakes Blvd N	TWIN FALLS	IDAHO	83301-3310 (208) 736-8000					
B/W Plus Parkway Hotel	Alton MRSE LLC	Miraj Patel	1900 Homer Adams Pkwy	ALTON	ILLINOIS	62002-5607 (618) 423-0900					
B/W Premier Alton St Louis Area Hotel	NTR Investment LLC	Rinkesh Patel	3559 College Ave	ALTON	ILLINOIS	62003-5009 (618) 462-1230					
B/W Annawan Inn	Guru Hospitality LLC	Somir Patel	315 N Canal St	ANNAWAN	ILLINOIS	61334-9703 (309) 935-6565					
B/W Plus Green Mill Village	Arcola Hotel Meeting	JJB Jonesboro	Gary Harvey	Jasdeep S.	2917 1 Green Mill Rd Gilmore	Jonesboro	ARCOLA	Arka	ILLINOIS 72401-	61810-1757 (217) 870	
B/W Plus Bloomington East Hotel	Magnus Hotels, LLC	Nishith Jobalia	604 S/21AA Dr	BLOOMINGTON	ILLINOIS	61701-2317 (309) 808-0638					
B/W Plus Bourbonnais Hotel &	Aniary LLC	Krupala	Mukeshkumar	Radha Patel	61 Ken Hayes 6100 Mitchell	Little Rock	BOURBONNAIS	Arkansas	ILLINOIS 72209-	60914-9247 (501)	
B/W Inn & Suites Midway Airport	MIDWAY AIRPORT INN INC.	Tech Patel	8220 S Cicero Ave	BURBANK	ILLINOIS	60459-1510 (708) 497-2000					
B/W Sakuli Inn Shackleford	Shackleford	Sunrise Motel Enterprises, Inc. H & N	Manish	Rahul R. Patel	801 N Giant City	Little Rock	CARBONDALE	A	ILLINOIS 72211-	62902-6433 (501)	
B/W Plus Centralia Lonoke Hotel & Suites	Lonoke Hotel & Suites	WC McCord Bhakti, LLC	Rachel Wallace	Nick Patel	8145 Jelliff Bridge Rd 102 Dee	Lonoke	CENTRALIA	Ark	ILLINOIS 72086-	62801-5651 (501)	
B/W Plus Champaign/Urbana Inn	Shri Vinayaka LLC	Vipul Patel	516 W Marketview Dr	CHAMPAIGN	ILLINOIS	61822-1381 317-355-5566					
B/W Chester Hotel	Carlyle Investments, Inc.	Deepak Patel	2150 State St	CHESTER	ILLINOIS	62233-1100 (618) 826-2034					
B/W Grant Park Hotel	PACIFIC TAI LLC	Hui Hsien Yen	1100 S Michigan Ave	CHICAGO	ILLINOIS	60605-2301 (312) 932-3900					
B/W Plus Hawthorne Terrace Hotel Executive Residency Marion	Hotel Executive Residency Marion	Lake Hotel Management Co and 518 Roscoe S & E Hospitality, LLC	Anthony Klok	William Thompson	2424 N Broadway Ave 100 Hannah Ln	Marion	CHICAGO	Arka nsas	ILLINOIS 72364	60657-2516 (872) 0	
B/W Plus Hyde Park Chicago Hotel	Lakeshore Hospitality Inc	Rehit Patel	4900 S Lakeshore Dr	CHICAGO	ILLINOIS	60615-3206 (773) 324-3000					
B/W River North Hotel	B/W CRD Operations LLC	Carin Leves	125 W Ohio St	CHICAGO	ILLINOIS	60654-7168 (312) 467-0800					
B/W Plus Chicago Land	Shivshakti	Countyside Lodging Inc Shivshakti	Jatin	Neeshant Balwantrai	6251 Jelliff 7533 Warden Rd	North Little Rock	COUNTRYSIDE	A	ILLINOIS 72120-	60525-3958 (250) 1	
B/W Riverside Inn	Diya Hospitality LLC	Dinesh Baldawa	57 S Gilbert St	DANVILLE	ILLINOIS	61833-6337 (317) 431-0030					
B/W Des Plaines Inn	Maharishi Hospitality Inc.	Manoj Mahapatra	1331 Lee St	DES PLAINES	ILLINOIS	60018-1512 (847) 297-3100					
B/W Chicago Downers Grove	SBY Downers Grove, LLC	Hui Hsien Yen	2010 Finlay Road	DOWNERS GROVE	ILLINOIS	60515-1118 (630) 515-1500					
B/W Plus Peoria JFK Inn & Suites	JFK Inn & Suites	Raj Shyamaji Sun Rise Lodging	Dilip Patel	Parimala Ashok	22500 Eastlight Ct Main St	North Little Rock	EAST PEORIA	Arkan	ILLINOIS 72114-	61611-2060 (250) 1	
B/W Delta Inn	Carriage House Hotels, Ltd	Richard Beatty	1509 Hampton Dr	EFFINGHAM	ILLINOIS	62401-1787 (317) 342-4499					
B/W O'Hare North/Elk Grove Hotel	SNP2 INC	Neil Patel	100 Busse Rd	ELK GROVE	ILLINOIS	60007-1624 (847) 593-8600					
B/W Flora Inn	Ahuja Brothers Inc.	Nikhil Ahuja	201 Hagen Dr	FLORA	ILLINOIS	62839-2338 (618) 662-2054					
B/W Plus O'Hare International	Hardm Hotels LLC	Shreeganpatidada Hardm Hotels LLC	Rushpalkumar Panchal	Rajendra	3100 4 N Mannheim	Pine Bluff	FRANKLIN PARK	Arkans	ILLINOIS 71601-	60131-2434 (847) 0	
B/W Galena Inn & Suites	Victorian Midwest LLC	Agnesh Patel	9932 W US Route 20	GALENA	ILLINOIS	61036-9187 (815) 777-3573					
B/W Prairie Inn & Conference Center	Kahiman Properties LLC	Nayankumar Patel	200 S Soangetaha Rd	GALESBURG	ILLINOIS	61401-5537 (309) 343-7151					

Open Hotels as of 11/30/24

B/W Geneseo-Inn	Divy & Nick <u>Jai Bhole, LLC</u>	Divy-Vyas <u>Arvind Ishwar</u>	1375 S Oakwood <u>2326 N</u>	<u>Russellville</u>	GENESEO <u>Arka</u>	ILLINOIS <u>72802-</u>	61254-1993- (30479)
B/W-Glenview-Chicagoland-Inn-And-Suites	R-G-Hotels,-Inc.	Lal-Patel	4514-W-Lake-Ave	GLENVIEW	ILLINOIS	60036-1447-(847)635-5320	
B/W-Plus-Chicago-Hillside	Hillside-Hospitality-Inc.	Rohit-Patel	4400-Frontage-Rd	HILLSIDE	ILLINOIS	60162-1734-(708)544-9300	
B/W-Jacksonville-Inn	Vision-Hospitality-Inc.	Ajay-Patel	3709-W-Morton-Ave	JACKSONVILLE	ILLINOIS	62650-2736-(317)345-4500	
B/W-Joliet-Inn-&-Suites	Mahima-Hotels,-LLC	Trilokh-Patel	4280-Enterprise-Dr	JOLIET	ILLINOIS	60431-8209-(815)730-7500	
B/W Plus North-Joliet <u>Searcy Inn</u>	Ohm-Shreeji-W,-Inc. <u>Searcy Investment</u>	Rashmikant-Patel <u>Parimala</u>	3331-Norman-Ave <u>501 Willow</u>	<u>Searcy</u>	JOLIET <u>Arkan</u>	ILLINOIS <u>72143-</u>	60431-9100- (81501)
B/W-Macomb-Inn	Shriji-LL,-Inc.	Bipin-Chaudhary	1655-E-Jackson-St	MACOMB	ILLINOIS	61455-2692-(309)826-6700	
B/W-Marion-Hotel	Marion-H-H,-LLC	Neha-Raval	400-Comfort-Dr	MARION	ILLINOIS	62959-4969-(618)998-1230	
B/W Plus Midamerica-Hotel <u>Texarkana</u>	Pinecone-Hospitality <u>RV Hotel, LLC</u>	Jonathan-Reiser <u>Jayantkumar</u>	9730-Hayden-Dr <u>5219 Cross</u>	<u>Texarkana</u>	MASCOUHAN <u>Ar</u>	ILLINOIS <u>71854-</u>	63258-5508- (61870)
B/W-Heartland-Inn	Heartland-Hospitality-LLC	Manish-Patel	1416-Broadway-Ave-E	MATTOON	ILLINOIS	61938-4636-2179610820	
B/W-Airport-Inn	AARVA-Hospitality-LLC	Hirenkumar-(Hiren)-Patel	3550-52nd-Ave	MOLINE	ILLINOIS	61365-6375-(309)763-9191	
B/W-Monticello-Gateway-Inn	SANDS-INN-LLC	Manisha-Patel	805-Iron-Horse-Pl	MONTICELLO	ILLINOIS	61856-8145-(317)763-9436	
B/W-Morton-Inn	Sainath-Investment-LLC	Baldevbhai-Patel	350-W-Ashland-St	MORTON	ILLINOIS	61550-1424-(309)266-9933	
B/W-Naperville-Inn	NAPER-GOLD-HOSPITALITY-LLC	Kishor-Patel	1617-N-Naperville-Wheaton-Rd	NAPERVILLE	ILLINOIS	60562-1524-(630)505-0300	
B/W U.S. <u>Van Buren Inn</u>	Krishna-Inc <u>Somnath Hospitality,</u>	Hasmukhlal-Patel <u>Shailesh</u>	146 <u>903</u> State-Route-127 <u>N 6th</u>	<u>Van Buren</u>	NASHVILLE <u>Ark</u>	ILLINOIS <u>72956-</u>	63263-2626- (618479)
B/W-Oglesby-Inn	Oglesby-Hospitality,-Inc	Sandeep-Patel	900-Holiday-St	OGLESBY	ILLINOIS	61248-9607-(815)882-2636	
B/W-Plus-Parkside-Inn-&-Suites	Parkside-Inn,-LLC	Karen-Seals	267-N-West-St	OLNEY	ILLINOIS	62450 (619) 429-9260	
B/W-Oswego-Hotel	Columbia-Lodging-Management,-Inc.	Ujjal-Thakkar	3055-Wiesbrook-Drive	OSWEGO	ILLINOIS	60543-8313-(630)844-4700	
Hotel-Name	Member-Entity	Member-Contact	Address	City	State/Province	ZIP	Phone
B/W-Pontiac-Inn	Sadhguru-Corp-Inc.	Tushar-Patel	1823-W-Reynolds-St	PONTIAC	ILLINOIS	61767-3550-(815)842-3737	
B/W-Plus-Pontoon-Beach	KD-Hotel-Corporation	Shaileshkumar-Patel	4-Regency-Plaza	PONTOON-BEACH	ILLINOIS	62040-6743-(618)512-1214	
B/W-At-O-Hare	North-Star-Real-Estate-Group-LLC	Faisal-Siddiqui	10300-W-Higgins-Rd	ROSEMONT	ILLINOIS	60018-3518-(847)396-4471	
B/W-Inn-Of-St-Charles	PK-&-G-ST-CHARLES,-LLC	Paras-Kayastha	1635-E-Main-St	SAINT-CHARLES	ILLINOIS	60134-2372-(630)584-4560	
B/W-Paradise-Inn	RARADISE-INN-MOTEL-OF-C-U-INC.	Alpa-Patel	709-N-Dunlap-Ave	SAVOY	ILLINOIS	61874-9404-(317)356-1824	
B/W-Legacy-Inn-&-Suites-Beloit-South-Beloit	JZ-Hotels-Management-LLC	Liz-Holtz	5910-Technology-Dr	SOUTH-BELOIT	ILLINOIS	61080-9601-(815)389-4211	
B/W Plus South-Holland/Chicago-	Vision-Hotels <u>Pavilions, LLC</u>	Jagdish-Patel <u>William</u>	117 <u>2456</u> Halsted-St <u>W Katella</u>	<u>Anaheim</u>	SOUTH-HOLLAND <u>Calif</u>	ILLINOIS <u>92802-</u>	60472-2744- (70814)
B/W-Clearlake-Plaza	Gold-Star-Management-LLC	Minesh-Patel	2440-E-Clearlake-Ave	SPRINGFIELD	ILLINOIS	62702-6210-(317)525-7420	
B/W-Sycamore-Inn	Sycamore-Hospitality,-LLC	Darshan-Shah	1935-DeKalb-Ave	SYCAMORE	ILLINOIS	60178-2107-(815)748-7400	
B/W-Troy-Hotel	Deep-Corporation-Enterprises-Inc.	Didi-Patel	2030-Formosa-Rd	TROY	ILLINOIS	62294-1287-(618)667-0200	
B/W-University-Inn	Gems-Lodging-Inc	Chhotabhai-Patel	903-W-Killmarney-St	URBANA	ILLINOIS	61801-1054-(317)338-4400	
B/W-Oakbrook-Inn	SHREE-NAM,-INC	Urvin-Patel	669-Pasquelli-Dr	WESTMONT	ILLINOIS	60559-1251-(630)333-1515	
B/W Plus Anderson <u>Stovall's Inn</u>	Global-Hospitality <u>Stovall's Inn, LLC</u>	Deep-Patel <u>William O'Connell</u>	211 <u>410</u> E-59th-St <u>W Katella</u>	<u>Anaheim</u>	ANDERSON <u>Cal</u>	INDIANA <u>92802-</u>	46012-2000- (76514)
B/W Batesville <u>Courtesy Inn Hotel - Anaheim Resort at the Park</u>	Anika-Hospitality-LLC	Devang-Brahmbhatt <u>MADHUCO INVESTMENTS INC. Minakshi</u>	10 <u>70</u> State <u>W Ball</u> Rd-229-North	<u>Anaheim</u>	BATESVILLE <u>California</u>	INDIANA <u>92802-1804</u>	47006-6808- (87124)
B/W Plus Covered-Bridge <u>Anaheim Inn</u>	Hoosier-Lodging <u>Anaheim Inn LLC</u>	Omar-Zafullak <u>William</u>	2882-N-State-Road-59 <u>1630 S</u>	<u>Anaheim</u>	BRAZIL <u>Califo</u>	INDIANA <u>92802-</u>	47834-7510- (87124)
B/W-Indian-Oak	Bapa-Hospitality,-Inc.	Sunil-Patel	558-Indian-Boundary-Rd	CHESTERTON	INDIANA	46204-1516-(310)936-3200	
B/W-Green-Tree-Inn	Xenia-Clarksville,-LLC	Ignatious-Netto	1425-Broadway-St	CLARKSVILLE	INDIANA	47139-7709-(812)288-9281	
B/W Plus Louisville-North <u>Park Place Inn - Mini Suites</u>	Xenia-Clarksville-Plus <u>Anaheim Park Place Inn, LLC TD.</u>	Ignatious-Netto <u>William O'Connell III</u>	154 <u>84</u> Broadway-St <u>S Harbor Blvd</u>	<u>Anaheim</u>	CLARKSVILLE <u>California</u>	INDIANA <u>92802-2312</u>	47439 (87124)
B/W-Plus-Crawfordsville-Hotel	ANW,-LLC	Satish-Gabhawala	2600-Industrial-Blvd	CRAWFORDSVILLE	INDIANA	47933-4606-(765)307-3999	
B/W-Edinburgh/Columbus	Shreeji-Hospitality-Inc	Animesh-Patel	11780-N-US-Highway-31	EDINBURGH	INDIANA	46124-9000-(812)526-9883	
B/W-Ellis-Hart-Inn-&-Suites	Hiyaan-LLC	Bhavesh-Patel	2226-Cassopolis-St	ELKHART	INDIANA	46514-6740-(574)362-8761	
B/W-Fishers-Indianapolis-Area	Lights-Out-Developments-LLC	Deven-Patel	0790-North-Sy-Northeast-Blvd	FISHERS	INDIANA	46037-9782-(317)578-2000	
B/W-Fort-Wayne-1-60-North	Bhagyalaxmi-Hospitality,-INC	Ashok-Patel	2903-E-DuPont-Rd	FORT-WAYNE	INDIANA	46825-1667-(260)490-7950	
B/W-Luxury-Inn-Fort-Wayne	B/W-Coventry-LLC	Yuan-Qing-Chen	5501-Coventry-Ln	FORT-WAYNE	INDIANA	46804-7144-(360)426-0242	
B/W-Plus-Fort-Wayne-Inn-&-Suites-North	Booleen-Operations-LLC	Altat-Karim	5926-Cross-Creek-Blvd	FORT-WAYNE	INDIANA	46818-1726-(260)490-6060	
B/W-Plus-French-Lick	French-Lick-Hospitality-LLC	French-Lick-Chandhiant	613-E-Armed-F-Habib-Blvd	FRENCH-LICK	INDIANA	47432-8337-(812)936-0520	
B/W-Plus-Gas-City	AMBIKA-INC.	Mukesh-Patel	4036-Kay-Bee-Dr	GAS-CITY	INDIANA	46033-6601-(765)998-2331	
B/W-Inn	Your-Home-Away-From-Home,-Inc.	Scott-Baker	900-Lincolnway-E	GOSHEN	INDIANA	46526-4219-(574)522-0408	
B/W Plus Greenwood/Indy-South <u>Raffles</u>	Shri-Mangalamurti-Inc <u>G2A HOTELS,</u>	Neal-Patel <u>Jerry Lee</u>	1281-South-Park-Dr <u>2040 S</u>	<u>Anaheim</u>	GREENWOOD <u>C</u>	INDIANA <u>92802-</u>	46142-9061- (37124)
B/W-Northwest-Indiana-Inn	Shiva-Investments,-Inc.	Rohit-Patel	2820-179th-St	HAMMOND	INDIANA	46322-2035-(319)844-3140	
B/W-Plus-Howe-Inn	F.G.-CH,-INC	Frank-Chrobak	8080-N-State-Road-9	HOWE	INDIANA	46746-9822-(260)562-2880	
B/W-Plus-Indianapolis-North-At-Pyramids	Pitambara-LLC	Neal-Patel	9230-Michigan-Rd	INDIANAPOLIS	INDIANA	46268-1125-(317)744-9966	
B/W-Plus-Indianapolis-Nw-Hotel	Park-Hospitality-Inc.	Uplax-Sohal	7320-Woodland-Dr	INDIANAPOLIS	INDIANA	46278-1734-(317)390-1212	
B/W-Kendallville-Inn	AKHN-Hospitality,-Inc	Madhy-Diprettar	631-Professional-Way	KENDALLVILLE	INDIANA	46755-2920-(360)647-5263	
B/W-Kokomo-Hotel	PKPV32,-LLC	Pankajkumar-(PK)-Patel	1737-E-Lincoln-Rd	KOKOMO	INDIANA	46903 (765) 452-8823	
B/W-Plus-Lafayette-Hotel-University-Area	Gojanan-LLC	Neal-Patel	212-Melior-Dr	LAFAYETTE	INDIANA	47006-4680-(765)446-2400	
B/W-Martinsville-Inn	Martinsville-Hotel,-Inc.	Rashmin-Patel	50-Bill's-Blvd	MARTINSVILLE	INDIANA	46151-2252-(765)242-1842	

Open Hotels as of 11/30/24

B/W Plus-Mishawaka Inn	Sol Kabj LLC	Umesh Singh	445 W University Dr	MISHAWAKA	INDIANA	46545-1105 (574) 373-3200	
B/W Plus Brandywine Inn & Suites	Ross Hospitality	Prakash Patel	304 E 6th St	MONTICELLO	INDIANA	47960-8174 (574) 583-6333	
B/W <u>Muncie</u> <u>Anderson Inn</u>	BAPA MOTEL <u>Anderson Hospitality</u>	Dinkar Patel <u>Ankit Panchal</u>	2011 W Bethel Ave <u>2688</u>	<u>Anderson</u>	<u>MUNCIE Calif</u>	<u>INDIANA 96007-</u>	<u>47204-2507- (x530)</u>
B/W Circus City Inn	MEERA LLC	Paresh Patel	2642 S Business St	PERU	INDIANA	46070-7101 (765) 473-8800	
B/W Plus Portage Hotel & Suites	Shree Ganesh LLC	Ronak Patel	6300 Melton Rd	PORTAGE	INDIANA	46368-1310 (319) 734-6737	
B/W Classic Inn	Swagatam Hospitality II, Inc.	Suhash Patel	532 W Eaton Pike	RICHMOND	INDIANA	47374-2641 (765) 939-0500	
B/W Crossroads Inn	Schererville Hospitality, Inc.	Ajay Mahwana	1905 Harder Ct	SCHERERVILLE	INDIANA	46375-1696 (319) 865-3400	
B/W University Inn At Valparaiso	Shivkaveri, LLC	Vasudev Thakkar	760 Northland Dr	VALPARAISO	INDIANA	46385-6360 (319) 850-1100	
B/W Plus Warsaw	Warsaw Lodging LLC	Jonathan Reiss	2825 Lake City Hwy	WARSAW	INDIANA	46580-3045 (574) 373-0590	
B/W Plus Altoona Inn	Jai Ganesh Inc.	Kalpesh Patel	300 34th Avenue NW	ALTOONA	IOWA	50000-2630 (515) 967-2400	
B/W Plus University Park Inn & Suites	B/W Ames Investment, LLC	Craig Huford	2500 University Blvd	AMES	IOWA	50010-8621 (515) 296-2500	
B/W Premier Ankeny Hotel	Shree Ganesh, LLC	Kalpesh Patel	2502 SE Tones Dr	ANKENY	IOWA	50021-8860 (515) 965-5678	
B/W Plus Omaha Airport Inn	SAR Associates, LLC	Ajay Desai	2510 Abbott Plz	CARTER LAKE	IOWA	51510-1579 (402) 505-4900	
B/W Plus Longbranch Hotel & Convention-	THE LONGBRANCH INC.	Douglas DeLong	90 Twist Town Rd NE	CEDAR RAPIDS	IOWA	52402-3205 (319) 377-6386	
B/W La Grande Hacienda	Cherokee Hospitality LLC	Mehul Raja	1401 N 2nd St	CHEROKEE	IOWA	51013-2201 (712) 325-5701	
B/W Holiday Lodge	KINSETH HOSPITALITY COMPANY INC.	Leslie Kinseth	2032 7th Ave N	CLEAR LAKE	IOWA	50428-2103 (641) 357-5253	
B/W Plus Des Moines West Inn & Suites	Sunrise Iowa Hotels LLC	Dipak Amin	1450 NW 118th St	CLIVE	IOWA	50335-8243 (515) 331-3245	
B/W Plus Coralville Hotel	IA156 (To be formed)	Vijay Patel	2702 Acorn Dr	CORALVILLE	IOWA	52341 (319) 625-2033	
B/W Crossroads Of The Bluffs	SPRINGFIELD HOSPITALITY INC	Rana Akhtar	2316 27th Ave	COUNCIL BLUFFS	IOWA	51501-6052 (712) 323-3150	
B/W Plus Steeplegate Inn	Global Brothers Davenport LLC	Mayur Solanki	100 W 76th St	DAVENPORT	IOWA	52806-1320 (562) 386-6900	
B/W Plus Dubuque Hotel & Conference Center	Discover Hospitality LLC	Nayot Sidhu	2100 Dodge St, Highway 20 W	DUBUQUE	IOWA	52003-5203 (562) 557-8000	
B/W Starlite Village	Crossroads Partners, LLC	Todd McCubbin	1518 3rd Ave NW	FORT DODGE	IOWA	50501-2303 (515) 573-7177	
B/W Mt. Pleasant Inn	NNDVM-IA, Inc	Anil Choudhari	810 N Grand Ave	MOUNT	IOWA	52641-3107 (319) 385-3102	
B/W Musecatine / Pearl City Hotel	Pearl City Hospitality LLC	Robert Jaeger	205 Cleveland St	MUSCATINE	IOWA	52761-5669 (562) 316-7700	
B/W Holiday Manor	Kishan Hospitality, LLC	Aaron Girrens	208 W 4th St N	NEWTON	IOWA	50208-2024 (641) 792-3232	
B/W Plus Executive Residence Waterloo &	Waterloo Hospitality, LLC	Brian Kern	205 W 4th St	WATERLOO	IOWA	50701-5403 (319) 888-1000	
B/W Plus Patterson Park Inn	Reliance LLC	Hemant Patel	6100 Patterson Plwy	ARKANSAS CITY	KANSAS	67005-5739 (620) 307-6767	
B/W Coffeyville Central Business District Inn-	Mahakali Investment Kansas LLC	Pareshkumar Patel	202 W 11th St	COFFEYVILLE	KANSAS	67337-5900 (620) 688-5400	
B/W North Edge Inn	Dodge City Extended Stay LLC	Brent Cunningham	404 W Frontview	DODGE CITY	KANSAS	67801-2311 (620) 371-6441	
B/W <u>Plus Country</u> <u>Cedar Inn & Suites</u>	KIMBROYS PROPERTIES <u>AJJ, LLC</u>	William Cunningham <u>Dan J.</u>	506 N 14th Ave <u>444 S Main St</u>	<u>Angels Camp</u>	<u>DODGE-</u>	<u>KANSAS 95222</u>	<u>67801-4000- (x209)</u>
B/W Emporia Inn	MAA-AMBA INC.	Dilip Patel	2826 W 18th Ave	EMPORIA	KANSAS	66801-6181 (620) 355-0923	

Open Hotels as of 11/30/24

Hotel Name	Member-Entity	Franchisee Name	Member-Contact	Franchisee Contact	Address	City	City-State	State/Province/Zip	ZIP	Phone			
B/W Plus Emerald Arcata Inn & Suites	PSSK	Arcata Properties LLC	Rashad Patel	Harpreet	2412 E Kansas Ave	4827 Valley	Arcata	GARDEN-	KANSAS	95521-	67846-6961-		
B/W Angus Casa Grande Inn	BLK-ANGUS STEAK RANCH OF GRT BEND-INC	Bunnell Land Company	Krista Osborne	Kevin	2920 10th St	850 Oak Park	Arroyo Grande	GREAT-BEND	Califor	KANSAS	93420-	67520-4260-	(620) 805
B/W Plus Night Watchman Inn & Suites Golden	JENI Hospitality LLC	Maruti Goldenkey	Ray Patel	Naymesh	515 W Kansas Ave	13450	Auburn	GREENSBURG	C	KANSAS	95603-	67054-1639-	(620) 530
B/W Plus Butterfield Heritage Inn	Garden City	Eagle Company	Peter Shimondie	Dilip R.	1010 E 41st	253 Trask St	Bakersfield	HAYS	Califor	KANSAS	93314-	67601-9495-	(785) 661
B/W Plus Hiawatha Hotel	HIAWATHA HOTEL LLC		Jagadish Patel		119 E Lodge St		HIAWATHA	KANSAS		66424-8529 (785) 740-7000			
B/W Plus Stevens County Inn Hill House	Sunrise Hospitality	Gaytri, Inc.	Sanmukh Bhakta	Ghanshyamsinh	17004 E 11th St	Truxtun Ave	Bakersfield	HUGOTON	Cali	KANSAS	93301-	67951-2905-	(620) 61
B/W In Desert Villa Inn	Jax-Mae Ambe, LLC	Khan Hotels Inc.	Dilip Patel	Sakib Rahman	6041984 E Chestnut	Main St	Barstow	JUNCTION-CITY	Californ	KANSAS	92311-	66441-9447-	(785) 60
B/W Premier-Ks Speedway Plus New	JAY-AMBS	Bedford Hospitality	Dilip Patel	Timothy Daniel	10401 France Family Dr	2565 Commerce Parkway		KANSAS-CITY	Californ	KANSAS	92311	66111-1905-	(913) 760
B/W Plus Liberal Hotel & Suites Heritage	M&N Hospitality	KRIPALU	Mukhtiar Johal	Vishal	19550 N Lincoln Ave	E 2nd St	Benicia	LIBERAL	Califo	KANSAS	94510-	67901-5208-	(620) 707
B/W Manhattan Inn	Jay Shree Ambe, LLC		Dilip Patel		601 E Poyntz Ave		MANHATTAN	KANSAS		66502-5049 (785) 527-8200			
B/W Plus McPherson	Anand Hotel Group, LLC		Aaron Girrens		200 N Champlin St		MC PHERSON	KANSAS		67460 (620) 480-2667			
B/W Plus Olathe Hotel	NEDUNILAM HOSPITALITY LLC		David Nedunilam		1580 S Hamilton Cir		OLATHE	KANSAS		66061-5277 (813) 440-8762			
B/W Parsons Inn	DEVMIH LLC		Nilesh Patel		101 Main St		PARSONS	KANSAS		67367-3597 (620) 423-0303			
B/W Plus Pratt	Prime Hospitality LLC		Shelley Shaw		112 NE State Road 61		PRATT	KANSAS		67124-8467 (620) 508-6466			
B/W Plus Midwest Inn & Suites Aiden by Best	JAY-MAA-AMBS	Berkeley Hospitality	Dilip Patel	Jiten Jadav	745 W Schilling Rd	1499	Berkeley	SALINA	Califo	KANSAS	94702-	67401-8993-	(785) 510
B/W El Quartejejo Inn & Suites Bishop Lodge	Scott City Lodging, LLC Limited	Mohan Bishop	Keshore (Kelly) Patel	Sunil Lad	161025 S N Main St		Bishop	SCOTT-CITY	Californ	KANSAS	93514-2407	67871-5095-	(760) 872-3543
B/W Plus Wakeeney Inn & Suites Blythe	Wakeeney Hotel Group	A to Z Investment Properties, LLC	Amit		5150 S 1st W Donlon St		Blythe	WAKEENEY	Cal	KANSAS	92225-	67672-2605-	(785) 60
B/W Governors Inn & Suites	Five Star Hospitality LLC		Naseer Ahmed				4742 S Emporia	WICHITA	KANSAS		67216-1771 (316)		
B/W Plus Eastgate Inn & Suites	Eastgate Hotels LLC		Jason Madhu				8200 E Kellogg	WICHITA	KANSAS		67207-1814 (316)		
B/W Plus Wichita West Airport Main Street	Valley Motels Investment Co., Inc.	Yogi	Aaron Girrens	Tyler Pitman	2800 W Kellogg Dr	1562 E	Brawley	WICHITA	Calif	KANSAS	92227-	67313-2327-	(316) 760
B/W River Cities	Ashland Hotels, LLC		Deepak Panjabi		21 Russell Plaza Dr		ASHLAND	KENTUCKY		41101-7082 (606) 326-0367			
B/W Wilderness Trail Inn	Wilderness Trail Inn, LLC		Larry Cain		1476 S US Highway 25E		BARBOURVILLE	KENTUCKY		40906-7317 (606) 546-8500			
B/W Plus Bowling Green Brentwood Inn	Shree General	KAI HOTELS, LLC	Sachalkumar Desai	Bhavesh	1940 Mel Browning St	8820	Brentwood	BOWLING-GREEN	Califo	KENTUCKY	94513	42104-0210-	(920) 5
B/W Campbellsville Inn	ZHR Hospitality, LLC		Ankit Patel		1400 E Broadway St		CAMPBELLSVILLE	KENTUCKY		42718-1569 (270) 465-7001			
B/W Central City	Jai Bojrange LLC		Deenakumari Patel		627 S 2nd St		CENTRAL CITY	KENTUCKY		42330-1701 (270) 767-0222			
B/W Corbin Inn	JAI-SHRIL, LLC		Viral (Victor) Patel		2620 Cumberland Falls Hwy		CORBIN	KENTUCKY		40701-2732 (606) 528-3100			
B/W Plus Elizabethtown Media Center	Himesh LLC	Ishver A. Patel	Alpo	Ishver A. Patel	2014 N Mulberry St	3910 W	Burbank	ELIZABETHTOWN	California	KENTUCKY	91505	42701-2052-	(270) 818
B/W John Jay Inn Florence	Munn SILVERNEST HOSPITALITY, LLC		Manubhai Patel	Vikas Ajwani	782421 Commerce Dr	Scaroni Rd	Calexico	FLORENCE	Cali fornia	KENTUCKY	92231-9731	41042-1569-	(859) 760
B/W Parkside Inn	M. L. R. D. INC.		Lee Allen		80 Chensault Rd		FRANKFORT	KENTUCKY		40601-9260 (502) 695-6111			
B/W Plus Georgetown Corporate Center Hotel	RIJ Investments, Inc.		Jatin Shah		132 Darby Dr		GEORGETOWN	KENTUCKY		40324-8715 (502) 868-0055			
B/W Ashbury Inn	Dhami, Sehgal and Sehgal Properties, LLC		Utkar Sehgal		1005 New Moody Ln		LAGRANGE	KENTUCKY		40031-9142 (502) 232-5500			
B/W Lawrenceburg California City Inn &	CROSSROAD PLAZA INC	California City	Mark Hyatt	Mitul Tundavia	200 Plaza Dr	10386 California City Blvd California		LAWRENCEBURG	California	KENTUCKY	93505	40342-9075-	(670) 6
B/W Lexington Inn	Viking Hospitality, LLC		Justin Patel		3231 Ellihorn Rd			LEXINGTON	KENTUCKY		40505-4827 (859)		
Glo-Best Western Lexington	SE-I, LLC		Rajni Rama		1925 Stanton Way			LEXINGTON	KENTUCKY		40511-1350 (859)		
B/W Plus Louis Stevenson Manor	Lormer Lodging Corporation	CJ COMPANY	Gene Wilson	David J Patel	1819930 Highway 23	Lincoln	Calistoga	LOUISA	Califo	KENTUCKY	94515	41230-5329-	(670) 67
B/W Louisville East Inn & Suites	Dramukh Hospitality LLC		Umang Patel		9802 Bunsen Way		LOUISVILLE	KENTUCKY		40290-2548 (502) 499-0000			
B/W Premier Airport/Expo Center Hotel Canoga	KARLKY LV	CANOGA PARK BOWL	Marcus Fullard-Lee	Mireya	4110 Dixie Hwy	20122	Canoga Park	LOUISVILLE	Cal	KENTUCKY	91306	40216-3912-	(502) 818
B/W Lake Cumberland Inn	Ambs 3 LLC		Sanjaykumar (Jay) Patel		2020 E Highway 90		MONTICELLO	KENTUCKY		42632-5949 (606) 340-8687			
B/W Eagles Inn	Morehead Host LLC		Sunil Patel		110 Toms Dr		MOREHEAD	KENTUCKY		40261-8412 (606) 784-5796			
B/W University Inn	ANP Lodging LLC		Ajay Patel		1503 N 12th St		MURRAY	KENTUCKY		42073-3524 (270) 873-8167			
B/W Plus Owensboro Capitola By-the-Sea Inn & Suites	T-and-B	Capitola By-the-Sea Inn & Suites, LLC	Sanjay Kaehya	Dan J. Aspromonte	1019 Goetz Dr	1435 41st Ave	Capitola	OWENSBORO	C alifornia	KENTUCKY	95010	42301-7461-	(220) 831

Open Hotels as of 11/30/24

B/W Paducah Inn	Sitaram Hospitality LLC	Ajay Patel	2960 Husband Rd	PADUCAH	KENTUCKY	42003-0500 (270) 442-3223	
B/W Paris Inn	PARIS HOSPITALITY INC	Dharmendra Patel	3011 Alversen Dr	PARIS	KENTUCKY	40361-2307 (859) 987-0779	
B/W Richmond Hotel	Prosper Hospitality LLC	Hardik Patel	100 Eastern Bypass	RICHMOND	KENTUCKY	40475-2302 (859) 623-9220	
B/W Shelbyville Lodge	Gedi Villaz, Inc	Sunny Patel	115 Isaac Shelby Dr	SHELBYVILLE	KENTUCKY	40065-9128 (502) 623-4400	
B/W Louisville South / Shepherdsville	Shree Shanker, LLC	Rajesh Patel	262 Brenton Way	SHEPHERDSVILLE	KENTUCKY	40165-0226 (502) 955-5533	
B/W Shepherdsville	Shivji Hospitality LLC	Senal Patel	211 S Lakeview Dr	SHEPHERDSVILLE	KENTUCKY	40165-7128 (502) 542-7097	
B/W Winchester Hotel	Harl Om LLC	Jigneshkumar Gandhi	1307 W Lexington Ave	WINCHESTER	KENTUCKY	40391-1138 (859) 744-7310	
B/W Abbeville Inn & Suites	Skau LLC	Ketan Patel	2615 Veterans Memorial Dr	ABBEVILLE	LOUISIANA	70510-6709 (337) 740-4100	
B/W Of Alexandria Inn & Suites & Conference	CENLA Hospitality LLC	Matt David	2720 N MacArthur Dr	ALEXANDRIA	LOUISIANA	71302-4327 (318) 445-5520	
B/W Plus Chalmette Hotel <u>Beach View</u>	CBS <u>Carlsbad Beach Hotel Group</u>	Joseph O'Connor <u>Renier</u>	34180a Paris Rd <u>Carlsbad</u>	<u>Carlsbad</u>	<u>CHALMETTE Cal</u>	LOUISIANA <u>9200</u>	70042-2266-
B/W Acadia Hotel	OM SHANTI OM SEVEN, LLC	Dharmesh Patel	9565 Egan Hwy	CROWLEY	LOUISIANA	70526-8109 (337) 514-3253	
B/W Delhi Inn	OM SHIV INC	Rikul Patel	126 Snider Rd	DELHI	LOUISIANA	71332-7015 (318) 878-5126	
B/W Plus Deridder Inn & Suites	TIRUPATI INVESTMENTS 2008 LLC	Vimalkumar Patel	1055 N Pine St	DERIDDER	LOUISIANA	70624-2817 (337) 460-2066	
B/W Eunice	Praire INC	Balvant Patel	1521 W Laurel Ave	EUNICE	LOUISIANA	70525-4015 (337) 457-3800	
B/W Forest Inn	KUHLMAN JR., ALBERT P.	Albert Kuhlman	1909 Main St	FRANKLIN	LOUISIANA	70538-3117 (337) 828-1810	
B/W Houma Inn	Houma Lodging INC	Kishor Patel	117 Linda Ann Ave	GRAY	LOUISIANA	70559-3324 (985) 580-4200	
B/W Plus Westbank <u>Carlsbad</u>	Series H of Prime Developments LLC	Chander Bhotaja	1700 Laplace Blvd		HARVEY	LOUISIANA	70058-2027 (504)-
B/W Iowa/Lake Charles <u>by the</u>	Loumi Parbhu Inc <u>Maji Investments</u>	Ramesh Patel <u>Pitamber</u>	204 W Frontage Rd <u>751</u>	<u>Carlsbad</u>	<u>IOWA Califor</u>	LOUISIANA <u>9201</u>	70647-4021- (8760)
B/W Plus New Orleans Airport Hotel	ARS Management, LLC	Abdul Siddiqui	189 W Airline Dr	KENNER	LOUISIANA	70062-6886 (504) 360-2900	
B/W La Place Inn <u>Carmel's Town House Lodge</u>	Cajun <u>Carmel Town House Hospitality Group LLC, Inc.</u>	Kishor bhai <u>Nilam Patel</u>	4289 Main St <u>5th & San Carlos Street</u>	<u>Carmel-by-the-Sea</u>	<u>LA-PLACE Califor</u>	LOUISIANA <u>9453</u>	70068-5944- (9831)
B/W Lafayette Inn	Om Shanti Om Two, LLC	Dixit Patel	2207 NW Evangeline Trwy	LAFAYETTE	LOUISIANA	70501-1127 (337) 769-2900	
B/W Plus Vermilion River <u>Carpinteria Inn & Suites</u>	Bapu 3 of Lafayette, LLC <u>CHM Hotels, A</u>	Anand Patel <u>John J.</u>	125 E Kaliste Saloom Rd <u>4558</u>	<u>Carpinteria</u>	<u>LAFAYETTE Cali</u>	LOUISIANA <u>9301</u>	70508-2226- (337805)
B/W Bayou <u>Plus Desert View Inn &</u>	Gurukirpa LLC <u>CC MMP Hotel Group</u>	Paul Singh <u>Alpa M. Patel</u>	3122450 N Martin Luther King	<u>Cathedral City</u>	<u>LAKE-CHARLES Calif</u>	LOUISIANA <u>9227</u>	70601-2051- (8760)
B/W Plus Prien Lake Lake Charles <u>Rose</u>	Satguru Investments LLC <u>Chester Lodge</u>	Gurtej Singh <u>Ghulam Fareed</u>	1245 E Prien Lake Rd <u>306 Main</u>	<u>Chester</u>	<u>LAKE-</u>	LOUISIANA <u>9602</u>	70601-8851-
B/W Plus Desoto Inn & Suites	GOVIND HOSPITALITY LLC	Dipak Patel	611 Jenkins St	MANFIELD	LOUISIANA	71052-2707 (318) 871-2023	
B/W Minden Inn	Payal Corporation, Inc.	Nickey Patel	1411 Sibley Rd	MINDEN	LOUISIANA	71055-5127 (318) 377-1001	
B/W Airport Inn	Shivam Lodging, Inc	Bharat Patel	1475 Garrett Rd	MONROE	LOUISIANA	71202-2909 (318) 245-4000	

Open Hotels as of 11/30/24

Hotel Name	Member-Entity	Franchisee Name	Member-Contact	Franchisee	Address	City	City	State	State/Province	Zip	Phone
B/W Morgan City Heritage Inn - Chico	Jay-Gayatri, LLC	Emerald	Ramesh Patel	Pitamber	610 Martin Luther King Jr. Blvd	Chico	MORGAN	LOUISIANA	9592	70280-2248	
B/W Natchitoches Inn Pine Tree Motel	Coleasieu Associates, Inc	GRABOWSKI	Jay-Sharpin	Trevor	5142018 University	Chino	NATCHITOCHEES	LOUISIANA	9171	71457-2169 (318)909	
B/W New Orleans East Chula Vista/Otay	10010 Orleans	Excel Austin North	Piyush-Bavanjibhai-Vinod	Neil S.	10100-110 Service Rd	Chula Vista	NEW-ORLEANS	LOUISIANA	9191	70127-2746 (504)619	
B/W Plus-French Quarter-Courtyard-Hotel El	North-Rampart	Vishal Corporation, Inc.	Rex-Waller	Dilipkumar G.	920-N-Rampart-St	Clearlake	NEW-ORLEANS	LOUISIANA	9542	70116-3011 (504)7	
B/W Plus-St-Christopher-Hotel	Hotel-Partners, LLC		Marc-Dorsey		114 Magazine St		NEW-ORLEANS	LOUISIANA	70130-2421	(504) 648-0444	
B/W False-River-Hotel	Deelys-Hospitality Inc		Manjot-Bains		2125 Memorial Blvd		NEW-ROADS	LOUISIANA	70760	(335) 618-6725	
B/W Oakdale-Inn	S-R Lanmi LLC		Ravikumar-Patel		2030 Highway-165 S		OAKDALE	LOUISIANA	71463-3539	(318) 335-3155	
B/W Plaquemine-Inn	QMUSH-HOSPITALITY LLC		Salubhai-Patel		23235 Highway-1 S		PLAQUEMINE	LOUISIANA	70764-2558	(335) 385-4388	
B/W Rayne-Inn	KM-KB-Hospitality LLC		Kishan-Patel		1423 N-Park St		RAYNE	LOUISIANA	70578-6231	(337) 324-0060	
B/W Plus-Ruston-Hotel	Ruston-Lodging-Partners, LLC		Kiran-Patel		1011 Willow Glen Blvd		RUSTON	LOUISIANA	71370-2896	(318) 224-7499	
B/W St-Francisville-Hotel	Vimal-Enterprises, LLC		Salubhai-Patel		6756 US Highway-51		SAINT-	LOUISIANA	70775-4520	(335) 635-5851	
B/W Slidell-Hotel	HS, Inc.		Hamant-Patel		120 Taos St		SLIDELL	LOUISIANA	70458-3158	(985) 781-5555	
B/W Plus-Executive-Hotel-S-Suites	108 WESTERN PROPERTIES LLC		Taey-French		1200 Pintail St		SULPHUR	LOUISIANA	70665-6402	(337) 626-9000	
B/W Ville-Platte	Om-Sai-Ram-Hospitality LLC		Mehulbhai-Patel		1010 E Main St		VILLE-PLATTE	LOUISIANA	70586-5646	(337) 360-9961	
B/W Casino-Inn	Saay, LLC		Azia-Tejani		2466 Toomey Rd		VINTON	LOUISIANA	70668-6209	(337) 551-6250	
B/W Plus-Regency-Park Clovis Cole	Jay-Ambe 2024	MDM Properties,	Rimaben-Patel	Stephen E.	12600 Hartman Ln	Clovis	WALKER	LOUISIANA	9361	70785-6010 (225)559	
B/W West-Monroe-Inn	Sai-Quest, LLC		Jiten-Patel		405 Thomas Rd		WEST-MONROE	LOUISIANA	71293-7938	(318) 322-9923	
B/W Bayou-Inn	Shree-Ram LLC		Ketan-Patel		9008 Westbank Expwy		WESTWEGO	LOUISIANA	70094-3734	(504) 301-1150	
B/W Zachary-Inn	4030 Highway-19	Zachary Sterling Properties LLC	Rajesh-Patel		4030 Highway-19		ZACHARY	LOUISIANA	70791-2906	(335) 658-2550	
B/W Plus-Augusta-Civic-Center Big Country Inn	GIRI COMMUNITY DRIVE, LLC	Merchant Valley Corporation	Ashish-Sangan	Mahmood (Mike) E. Merchant	110 Community Dr	Coalinga	AUGUSTA	MAINE	93210-9723	04230-8009 (207)559	
B/W White-House-Inn	WHITE HOUSE INN		John-Lafayette		155 Littlefield Ave		BANGOR	MAINE	04401-7206	(207) 862-3737	
B/W Acadia-Park-Inn	Giri-Bar-Harbor-2, Inc.		Ashish-Sangan		452 State Highway-2		BAR-HARBOR	MAINE	04600-7212	(207) 388-5823	
B/W Plus Brunswick-Bath Coalinga Inn	GIRI Brunswick LLC	Merchant Valley	Ashish-Sangan	Mahmood	71 Gurnet Rd	Coalinga	BRUNSWICK	MAINE	93210-9723	04011-9228	
B/W Freeport-Inn	The Inn at Freeport LLC		Matthew-Goldfine		21 US Route-1		FREEPORT	MAINE	04032-7000	(207) 855-3106	
B/W Plus-Rumford-Falls	Pennacook Falls Investments, Ltd.		Tony-Carter		50 Prospect Ave		RUMFORD	MAINE	04276-2022	(207) 507-4061	
B/W Merry-Manor-Inn	LAFAYETTE SOUTH PORTLAND INC.		John-Lafayette	Merchant	700 Main St		SOUTH-PORTLAND	MAINE	04106-5402	(207)-	
B/W Plus-Waterville-Grand-Hotel Colfax	GIRI-WATERVILLE LLC	Colfax Hospitality	Ashish-Sangan	Rajinder	375 Main	Colfax	WATERVILLE	MAINE	95713	04901-4924 (253)02	
B/W York-Inn	OCEAN HOSPITALITY, INC		Robins-Patel		2 Brickyard Ln		YORK	MAINE	03909-1600	(207) 363-8902	
B/W Annapolis	RIVA LODGING LLC		Asmita-Patel		2520 Riva Rd		ANNAPOLIS	MARYLAND	21401-1405	(410) 324-2800	
B/W Plus Arrowhead Hotel & Conference Center	Northstar Travel Plaza	Gurkirpa	Anil-Patel	Brahmand Deep	56250 O'Donnell	Colton	BALTIMORE	MARYLAND	9232	21224-4630 (410)909	
B/W Plus College Park Commerce Hotel	VASU	Sappipe Investments, LLC	Vipul-Patel	Neelum	8410 Baltimore	Commerce	COLLEGE-PARK	MARYLAND	9004	20740-2422 (301)562	
B/W Denton Heritage Inn	FOUR STAR HOTELS	HERITAGE INVESTMENTS CONCORD,	Ramesh Korat	Pitamber	521 Fleetwood Rd	Concord	DENTON	MARYLAND	9452	21629-2206 (410)925	
B/W Plus Easton Inn & Suites	Talbot Hospitality, LLC		Gurjit Singh		8708 Alicia Dr		EASTON	MARYLAND	21601-7054	(410) 822-7100	
B/W Plus BWI Airport Hotel - Arundel	Dorsey Hotel Associates, LP	GS	James Starke	Suresh C.	6755 Dorsey Rd	Corning	ELK RIDGE	MARYLAND	9602	21075-6206 (410)530	
B/W Historic-Frederick	PANSURIYA HOSPITALITY LLC		Neeta-Pansuriya		420 Prospect Blvd		FREDERICK	MARYLAND	21701-6400	(301) 695-6200	
B/W Kent-Narrows-Inn	SEEMA HOSPITALITY LLC		Rameshbhai-Patel		2101 Main St		GRASONVILLE	MARYLAND	21628-1029	(410) 827-6767	
B/W La-Plata-Inn	La-Plata-Hospitality LLC		Rakesh-Shah		6900 Crain Hwy		LA-PLATA	MARYLAND	20646-5923	(301) 924-4900	
B/W Capital-Beltway-Washington-Dc	CAPITAL BELTWAY LIMITED		Shanker-Patel		5010 Princess Garden Plwy		LANHAM	MARYLAND	20706-2905	(301) 459-1000	
B/W Laurel	Heritage East Investments, LLC		Vishal-Mirpuri		1 N 2nd ST		LAUREL	MARYLAND	20707-1856	(301) 725-8800	
B/W Broaddeck-Inn	NIRAMAY LLC		Himesh-Desai		1268 National Hwy		LAVALE	MARYLAND	21502-7607	(301) 728-3300	
B/W Chesapeake-Bay-North-Inn	BEST HOSPITALITY LLC		Kalpesh-Shah		29 Elwoods Rd		NORTH-EAST	MARYLAND	21901-1805	(410) 287-5450	
B/W Ocean City Corona Hotel & Suites	B/W 56TH Street	Anmol, LLC	James-Schneider	Amit Patel	5501 Coastal Hwy	Corona	OCEAN-CITY	MARYLAND	9288	21842-1244 (410)951	
B/W Plus Ocean City Suites Hotel Coronado Island	BW/BW Seabay	Coronado, LLC	James-Schneider	Jeffrey Hsin-Yang Lin	6007 Coastal Hwy	Coronado	OCEAN-CITY	MARYLAND	9211	21842-7261 (410)9	
B/W Premier-Rockville-Hotel-S-Suites	Rockville Motel Associates, LLC		Jeffrey Wilder		1251 W Montgomery Ave		ROCKVILLE	MARYLAND	20850-3122	(301) 424-4940	
B/W Salisbury Plaza Corte Madera Inn	Liberty Business Venture, LLC	Reneson	Friday-Obasime	Garrett C.	1725 N Salisbury	Corte Madera	SALISBURY	MARYLAND	9492	21801-3220 (410)5	
B/W Westminster-Hotel	Westminster Hotel Investors, LLC		Frank-Reagosa		451 WMG Dr		WESTMINSTER	MARYLAND	21158-4226	(410) 857-1000	
B/W Plus Boston Hotel Newport Mesa	Dev Hospitality	Newport Mesa Inn,	Ashok-Patel	Naj Ekhlas	801 Massachusetts Ave	Costa Mesa	BOSTON	MASSACHUSETTS	9	02118-2607 (617)949	

Open Hotels as of 11/30/24

B/W Braintree Inn	Norfolk Hospitality, LLC	Rajesh Patel	100 Wood Rd	BRAINTREE	MASSACHUSETTS	02184-2502 (781) 848-1260
B/W Plus Chelmsford Northwoods Inn	Priti Hospitality, CRESCENT NORTHWOODS INN, LLC	Ashok Harish S. Patel	655 US Highway 1a Chelmsford St S	Crescent City	CHELMSFORD California	MASSACHUSETTS 9 01824-2307 (a7807)
B/W Plus North Shore Hotel Dana Point Inn-by-the-Sea Coastal Comfort		Ashok Patel Tania	50 Dayton St 34744 Pacific	Dana Point	DANVERS Calif	MASSACHUSETTS 9 01822-1018 (97849)
Merrimack Valley B/W Plus Marina	Giri Haverhill Dana Point Inn, LLC	Ashish Sangam Robert	34280 Lowell Ave Pacific	Dana Point	HAVERHILL Cal	MASSACHUSETTS 9 00832 (97849)
B/W Cape Cod Hotel Danville Sycamore	Gaurangkumar Patel Cape Cod Hotel, DANVILLE SYCAMORE INN LLC		1470 Lyannough Rd 803 Camino	Danville	HYANNIS Calif	MASSACHUSETTS 9 01601-1835 (92568)
B/W Royal Plaza Hotel & Trade Center	Royal Plaza Marlborough, LLC	Anthony LaCava	181 Boston Post Rd W	MARLBORO	MASSACHUSETTS	01752-1840 (508)
B/W Milford Inn	JHM Fortene LLC	Ashok Patel	2 Fortune Blvd	MILFORD	MASSACHUSETTS	01757-1746 (508)
B/W North Attleboro / Providence Beltway	Krishna Darshan Corporation	Dilip Gandhi	707 S Washington St	NORTH	MASSACHUSETTS	01760-3624 (508)
B/W Dartmouth New Bedford	RK & Jay Inc	Kuntal Patel	737 State Rd	NORTH	MASSACHUSETTS	02747-1821 (508)
B/W Plus Berkshire Hills Inn & Suites University Lodge	Sita Warren Resort Hotels of California, Inc.	Mauer Desai Andrew Warren	12350 W Housatonic B St	Davis	PITTSFIELD Cali fornia	MASSACHUSETTS 9 01201-7514 (4530)
B/W Plus Cold Spring Palm Court Hotel	Gm Hospitality BW Palm Court	Ashok Ravindra Patel	180 Court 234 D St	Davis	PLYMOUTH Cal	MASSACHUSETTS 9 02260-4026 (530a)
B/W Adams Inn Quincy Boston Premier	Giri Quincy, LLC Del Mar Inn	Ashish Sangam Glen	720 Hancock St Camino Del	Del Mar	QUINCY Califo	MASSACHUSETTS 9 02171-1702 (617858)
B/W Rockland Liberty Inn	909 WINGHAM LLC Delano Hotel	Devesh Karani Kevin	909 Wingham St 14394 County	Delano	ROCKLAND Cali	MASSACHUSETTS 9 02370-1050 (78661)
B/W Providence Seekonk Inn	VIVEK HOSPITALITY GROUP, LLC	Shamir Patel	45 Mink St	SEEKONK	MASSACHUSETTS	02771-5914 (508) 326-4927
B/W Plus The Inn At Sharon/Foxboro	Giri Sharon LLC	Ashish Sangam	205 Old Post Rd	SHARON	MASSACHUSETTS	02067-1619 (781) 784-1000
B/W Plus Waltham Boston	The LaCava Family, LLC	Anthony LaCava	280 Winter St	WALTHAM	MASSACHUSETTS	02451-8700 (781) 890-7800
B/W Springfield West Inn	ENS Brothers LLC	Shambhu Rana	420 Riverdale St	WEST	MASSACHUSETTS	01089-4625 (413) 785-5365
Alden By Best Western Cape Point	S&H Hotel Yarmouth LLC	Ashok Patel	476 Route 28	WEST	MASSACHUSETTS	02673-4841 (508) 778-1500
B/W Plus New Englander	1-Rainin Investments LLC	Ashok Patel	1 Rainin Rd	WOBURN	MASSACHUSETTS	01801-4627 (781) 925-8160
B/W Greenfield Inn Diamond Bar Hotel	Greenfield Inn Ratan Hospitality, LLC	Najib Ayar Manish Patel	2000 Enterprise Dr 259 Gentle	Diamond Bar	ALLEN	MICHIGAN 9176 48101-3528
B/W Executive Inn	Centerville Plaza Inc.	Manjit Kaur	5090 Beckley Rd	BATTLE CREEK	MICHIGAN	49015-4116 (269) 879-8506

Open Hotels as of 11/30/24

Hotel Name	Member-Entity	Franchisee Name	Member-Contact	Franchisee	Address	City	City	State	State/Province	Zip	Phone		
B/W Benton Harbor-St. Joseph	Americana	Benton Harbor Corp	ATIS	Kalpeshkumar Patel	Ajit Tailor	14500 Mail Dr	S Alta Ave	Dinuba	BENTON	MICHIGAN	9361	49023-2310	
B/W Plus ~~Of Birch~~	VARNHAR	BWDixon, IN	LLC	Bhavesh	Bharat C. Patel	9087 E Birch Run Rd	1345	Dixon	BIRCH RUN	Californ	MICHIGAN	9562	48415-9747
B/W River-Terrace	El Centro Inn	RAM-HOSPITALITY	EL CENTRO HOTEL PARTNERS, IN	LLC	Anay-Soyania	Jagmeet Singh Gill	8472352 S Main 4th St	El Centro	CHESBOYGAN	California	MICHIGAN	9224	49721-2319
B/W Clare	Escondido Hotel	Shri-Hari Corp	INN-SPIRED	Kirti Patel	Sandeep Bagri	101700 S Clare Ave	Seven	Escondido	CLARE	Califor	MICHIGAN	9202	48617-8924
B/W Plus Coldwater Hotel	Rita's Hospitality Inc.		Pradip Patel		620 E Chicago St			COLDWATER	MICHIGAN			49026-2028	(517) 279-0900
B/W Davison Inn	Bhullar Hospitality Inc.	INC.	Ranjeet Bhullar		10082 Lapeer Rd			DAVISON	MICHIGAN				48423-8117
B/W Dewitt	Plus Humboldt Bay Inn	Diya Hotels	HUMBOLDT BAY INN	Mehtul Patel	Gary Stone	1055 Aaron Dr	232 W 5th St	Eureka	DEWITT	Califo	MICHIGAN	9550	48820-9080
B/W Plus Flint Airport	Bayshore Inn & Suites	Highway 23 Hotels	Sarti Rohnert Park	Maher-Qasheh	Ron	6075 Hill 22 Dr	3500	Eureka	FLINT	Califor	MICHIGAN	9550	48507-2894
B/W Gaylord	Kush Hospitality, LLC		Kisher Virani		1201 W Main St			GAYLORD	MICHIGAN			49735-7407	(888) 733-3200
B/W Beacon Inn	Gia Investment Properties, LLC		Bhavesh Patel		1525 S Beacon Blvd			GRAND HAVEN	MICHIGAN			49437-2612	(616) 842-4720
B/W Executive	Exeter Inn & Suites	Karuna-Sager Krupa LLC	PATEL ANIL P.	Minal	Anil P. Patel	2735 Buchanan	805 S	Exeter	GRAND RAPIDS	Califo	MICHIGAN	9322	49548-1010
B/W Inn	Hospitality Hotel & Suites	Cordelia		Balkhshich Singh	PATEL - PRAKASH SUBHASH &	5500 28th St SE	4373 Central PI	Fairfield	GRAND RAPIDS	Califo	MICHIGAN	9453	49512-2052
B/W Of Harbor Springs	La Posada	HARBOR HILLS INVESTMENT CORP	J & W	Michael Emleben	Jae Hong	8514 M-119	827 W Ventura	Fillmore	HARBOR SPRINGS	Calif	MICHIGAN	9301	49740-9586
B/W Of Hartland	Apricot Inn	Hartland Hospitality, Inc.	Merchant Valley Corporation	Zuhar-Qenja	Mahmood (Mike) E. Merchant	10087 Highland	46290 W Panoche Rd	Firebaugh	HARTLAND	Cali fornia	MICHIGAN	9362	48953
B/W Plus Kalamazoo Suites	Vista Manor	KUAMI, Ma	KAO Hospitality LLC	Kanubhai Patel	Kuami Kao	2575 S 11th	1100 N Main St	Fort Bragg	KALAMAZOO	C	MICHIGAN	9543	49009-2105
B/W Lapeer	Country Inn	Michigan	Fortuna Hotel	Paritosh Patel	Ashok Goyal	770 West St	2025 Riverwalk	Fortuna	LAPEER	Califo	MICHIGAN	9554	48446-2065
B/W Detroit Livonia	B/W Livonia Operating, LLC		Najib Ayar		16909 S Laurel Park Dr			LIVONIA	MICHIGAN			48154-1121	(734) 464-0050
B/W Lakewinds	FERWERDA MOTEL CORPORATION TRUST		Timothy Ferwerda		5005 W US Highway 10			LUDINGTON	MICHIGAN			49421-8592	(231) 842-2140
B/W Plus Dockside Waterfront	Garden	B/W Dockside Inc.	ZN Hotels LLC	Aifense Lieghie	Poras Ahir	5400 S	6 Huron Mowry Ave	Fremont	MACKINAW CITY	Californ	MICHIGAN	9453	49701-9727
B/W Okemos/East Lansing Hotel &	Best Hospitality Group, LLC	Shree	Davin Bacci	Kaushikkumar	2209 University Park Dr	3110 N		Fresno	OKEMOS	Calif	MICHIGAN	9370	48864-2967
B/W Port Huron Blue Water Bridge	Raina Properties Inc.		Janantik Pandya		2282 Water St			PORT HURON	MICHIGAN			48060-2428	(810) 987-1600
B/W Harbour Pointe Lakefront	HARRINGTON & HARRINGTON LLC		Kanubhai Patel		707 N State St			SAINT IGNACE	MICHIGAN			49781-1137	(906) 642-6000
B/W Plaza Hotel Saugatuck	SHREE KRISHANA INC		Pankaj Patel		2457 Blue Star Hwy			SAUGATUCK	MICHIGAN			49452-9400	(269) 857-7178
B/W Sault Ste. Marie	B/W SSM, INC		Mehtul Patel		4325 L-75 Business Spur			SAULT SAINT	MICHIGAN			49782-3621	(906) 632-2170
B/W Plus Traverse City	Fresno Inn	Near-the-Boy	SHYAM, LLC	Alex Mowczan	Ajit Patel	2480s Munson	E Shaw Ave. (US 31)	Fresno	TRAVERSE CITY	Californ	MICHIGAN	9371	49686-2069
B/W Warren Hotel	Warren Superior Hospitality, Inc.		Heather Kanana		7447 Convention Blvd			WARREN	MICHIGAN			48092-3875	(586) 977-7270
B/W Plus Wayland	Fresno Airport	Sham Hospitality Inc.	BNP LODGING	Pankaj	Ajit Patel	296 Reno Dr	1551 N Peach	Fresno	WAYLAND	Cali	MICHIGAN	9372	49248-1277
B/W Woodhaven	Galt Inn	WOODHAVEN LODGING	GALT HOTEL	Jamal Bahoura	Amarjit Kaur	62100 West Rd	N Lincoln	Galt	WOODHAVEN	C	MICHIGAN	9563	48183-2242
B/W Plus Albert Lea I-90/I-25 Hotel	Shiv-Shakti Ganesh Inc		Bhavesh Amin		821 E Plaza St			ALBERT LEA	MINNESOTA			56007-2084	(507) 373-4000
B/W Alexandria Inn	Shree-Hari Omi LLC		Raj Patel		508 Twin Blvd			ALEXANDRIA	MINNESOTA			56308-6424	(320) 762-5161
B/W Bemidji	QM Reem, Inc.		Daksha Patel		2420 Paul Bunyan Dr NW			BEMIDJI	MINNESOTA			56601-8790	(218) 761-0390
B/W Plus Blaine At The National Sports	Q-S-Enterprises LLC		Amrinderjit Sachdeva		10580 Baltimore St NE			BLAINE	MINNESOTA			55440-4512	(763) 792-0750
B/W Bloomington Edina - Minneapolis	4201 American Hotel Group LLC		Harshad Patel		4201 American Blvd W			BLOOMINGTON	MINNESOTA			55437-1120	(952) 825-6643
B/W Plus Bloomington Hotel	Three Rings, LLC		Shawn Punjwani		1901 Killbuck Dr			BLOOMINGTON	MINNESOTA			55425-1890	(952) 854-8200
B/W Premier The Lodge On Lake Detroit	Holland Lodging Inc.		Christina		1200 E Shore Dr			DETROIT-LAKES	MINNESOTA			56501-4727	(318) 847-8439
B/W Plus Dakota Ridge	Humboldt	DAKOTA RIDGE	Garberville	Andrew Schweizer	Roshan	2450 Washington	701	Garberville	EAGAN	Califo	MINNESOTA	9554	55122-3003
B/W Eden Prairie Inn	AS Hospitality Inc.		Mitul Bhakta		11500 W 78th St			EDEN PRAIRIE	MINNESOTA			55244-3601	(952) 829-0888
B/W Fairmont	Torgerson Properties Limited Partnership		Robert Kieboeth		1201 Torgerson Dr			FAIRMONT	MINNESOTA			56023	(507) 238-4771
B/W Plus Superior Inn	Holland Motel, Inc.		Christine		108 E Highway 51 PO Box 456			GRAND MARAIS	MINNESOTA			55604-3120	(218) 387-2240
B/W Plus Grand Rapids Mn	Gardena	Grand Rapids Hotel Properties LLC	GW	Todd Byrne	Ramesh Ahir	2309	14400 SW 1st	Gardena	GRAND RAPIDS	Califo	MINNESOTA	9024	55744-9507
B/W Plus Isanti	Isanti Hotel Partners, LLC		Robert Hjort		409 Main Street East			ISANTI	MINNESOTA			55040	(763) 452-0620
B/W Plus Lacrescent / Lacrosse	Lacrescent Hotel Group, LLC		Sheila Wieser		509 N Chestnut St			LA CRESCENT	MINNESOTA			55047	(507) 895-1001

Open Hotels as of 11/30/24

B/W Plus The Normandy Inn & Suites	Normandy Inn, Inc.	Michael Noble	405 S 9th St	MINNEAPOLIS	MINNESOTA	55404-1026 (612) 370-1400	
B/W Plus ~~Chelsea Hotel~~ Forest Park	~~CHIN FONG INN INC~~ BMV Hotels LP	~~Marianna Khauv~~ Bhavesh	~~89 Chelsea~~ 375 Leavesley	Gilroy	MONTICELLO	MINNESOTA 9502	~~55262-8912~~ (~~263~~ 408)
B/W Plus New Ulm	BDH2-New Ulm, LLC	Kyle Schoek	3101 S Broadway St	NEW ULM	MINNESOTA	56073-3852 (507) 359-2941	
B/W Rochester Hotel Mayo Clinic Area/Str	Apache Hotel Group LLC	Harshal Patel	1517 S 6th St SW	ROCHESTER	MINNESOTA	55902-1076 (507) 389-8866	
B/W Plus Kelly Inn	Kelly Midwest Ventures LP	Dawn Kolbe	100 4th Ave S	SAINT CLOUD	MINNESOTA	56301-2616 (320) 352-0606	
B/W Plus Come Park Hotel	Pacific Lodging LLC	Steven Bauer	1010 Bandana Blvd W	SAINT PAUL	MINNESOTA	55108-5107 (651) 642-1627	
B/W Plus Saint Peter	St Peter Hospitality LLC	Brian Kern	1301 Old Minnesota Ave	SAINT PETER	MINNESOTA	56082 (507) 510-1234	
B/W Plus St. Paul North/Shoreview	BDH2-Shoreview, LLC	Kyle Schoek	1000 Gramsie Rd	SHOREVIEW	MINNESOTA	55136-3949 (651) 482-0403	
B/W Plus White Bear Country Inn	White Bear Hotel, LLC	William Foussard	4940 State Highway 61	WHITE BEAR LAKE	MINNESOTA	55110-2600 (651) 429-5393	
B/W Plus Willmar	Torgerson Properties, Inc.	Robert Kisabeth	3100 Highway 12 E	WILLMAR	MINNESOTA	56201-5810 (320) 235-6060	
B/W Cypress Creek	HARSHIV, LLC	Jaydiplumar Lad	7921 Lamar-Peole Rd, I-10 @ Exit 50	BILOXI	MISSISSIPPI	39522-8724 (228) 875-7111	
B/W Oak Manor	GAMA CORPORATION	Sanmukh Desai	886 Beach Blvd	BILOXI	MISSISSIPPI	39530-4136 (228) 425-4331	
B/W ~~Canton~~ Route 66 Glendora Inn	~~HMS Lodging, Inc~~ Anish Hospitality,	Manish Patel	~~127 Soldier Colony Rd~~ 625 E	Glendora	CANTON Calif	MISSISSIPPI 9174	~~39046-9782~~ (~~601~~ 26)
B/W Executive Suites	Ganesh Investment LLC	Mitullumar Patel	202 Shoney Dr	COLUMBUS	MISSISSIPPI	39705-1762 (662) 329-3255	
B/W Plus ~~Flowood~~ South Coast Inn & Suites	~~Sohan Inc.~~ Bar Investors, A Joint	~~Minal Patel~~ Alex N.	~~1004 Top St~~ 5620 Calle Real	Goleta	FLOWOOD Cali	MISSISSIPPI 9311	~~39232-9579~~ (~~801~~ 5)
B/W ~~Seaway~~ Gold Country Inn	~~Exit 34A~~ GOLD COUNTRY INVESTMENTS, LLC	~~Candra Shular-Carroll~~ Neelum Pitamber	~~947 S 2 Highway 40~~ Sutton Way	Grass Valley	GULFPORT Cali	MISSISSIPPI 9594	~~39503-4227~~ (~~328~~ 530)
B/W ~~Premier University~~ Hanford Inn	~~HATTIESBURG LODGING GROUP, LLC~~ Radha	~~Anuj~~ Hemant Patel	~~122 Plaza Dr~~ 755 Cadillac Ln	Hanford	HATTIESBURG C	MISSISSIPPI 9323	~~39402-1291~~ (~~601~~ 559)
B/W Plus ~~Goodman Inn & Suites~~ of	~~Jalaram Ashirwad LLC~~ Khatri, Inc.	~~Rehan Patel~~ Narendra M.	~~3601 Wind Chase Dr~~ W A St	Hayward	HORN	MISSISSIPPI 9454	~~38637-1452~~
B/W Plus Jackson Downtown Coliseum	RAM & SONS CORPORATION	Dave Patel	725 Larson St	JACKSON	MISSISSIPPI	39202-2427 (601) 969-6555	
B/W Plus Magee Inn And Suites	Prema LLC	Minal Patel	401 8th Ave SW	MAGEE	MISSISSIPPI	39111-2961 (601) 867-3535	
B/W Flagship Inn	MICHAEL SHULAR	Michael Shular	4820 Amoco Dr	MOSE POINT	MISSISSIPPI	39562-9572 (228) 475-5000	
B/W New Albany	Value Hospitality LLC	Vishal Patel	400 State Highway 30 W	NEW ALBANY	MISSISSIPPI	38652-2402 (662) 598-0123	
B/W Plus Desoto	Craft Goodman Lodging, LLC	Bhupender Patel	7904 Craft Goodman Frontage Rd	OLIVE BRANCH	MISSISSIPPI	38654 (662) 922-7110	
B/W Plus Olive Branch Hotel & Suites	Jalaram Bhandar LLC	Rehan Patel	10915 Business Center Dr	OLIVE BRANCH	MISSISSIPPI	38654-8503 (662) 892-3680	
B/W Airport Inn	RK Enterprises of Mississippi, Inc.	Ramesh Patel	257 S Pearson Rd	PEARL	MISSISSIPPI	39208-5600 (601) 926-2060	
B/W Plus Philadelphia Choctaw Hotel And	Blessed Hotels LLC	Murad Budhwani	15211 Highway 16 W	PHILADELPHIA	MISSISSIPPI	39350-6724 (601) 556-9484	

Open Hotels as of 11/30/24

Hotel Name	Franchisee Name	Member-Entity	Franchisee Contact	Member-Contact	Address	Address City	City State	State/Province/Zip	Zip Phone
B/W Plus-Tupelo Dry Creek Inn & Suites	Dry Creek Inn, LP	B/W Tupelo, LLC	Aaron Krug	Jayash Patel	198 Dry Creek	2158 N Gloster	TUPELO Califo	MISSISSIPPI 9544	28804-9744
B/W-Vicksburg Gateway Inn		Ruby Inn, Inc. PMS-U, Inc.		Rajesh Patel Paresh Patel		2445 N Frontage Rd 286 Wyeth Ln	VICKSBURG VIAZOO-	MISSISSIPPI MISSISSIPPI	29180-5177 (601) 29194-4652 (662)
B/W Plus Bollivar Hotel & Suites	Diamond Valley Inn	SHREE INVESTMENTS, Vineyard Hospitality LLC	Nishith	Drew Kifer	3510 W Florida	777 E San Martin-Hemet	BOLIVAR Calif	MISSOURI 92545	65613-2982 (4951) 17
B/W Center Pointe Inn	Hollywood Plaza Inn Hotel	MYER DEVELOPMENT CO.	Minakshi Dahya	Gail Myer	2011 N Highland Ave	2315 W 76 Country Blvd Hollywood	BRANSON Cali	MISSOURI 90068-3238	65616-3551 (417) 323
B/W Music Capital Inn	Surf City	Hoang Sweden LLC	Kim	Gail Myer	19360 Beach	2357 Shaphard of the Hills Expy	BRANSON Cali	MISSOURI 92648	65616-8104 (714) 43
B/W-Plus Landing View Inn & Suites		Rustic Oak Properties, LLC		Gordon Elliott		402 W Main St	BRANSON	MISSOURI	65616-2768 (417)
B/W Branson Inn And Conference Center	Date Tree Hotel	J.K.B. Brothers, INC.	Steve Carter	Runrun Li	81909 Indio Blvd	8514 E State Hwy 76	INDIO WEST-Califor	MISSOURI 92201	65737-8881 (4760)
B/W Brookfield Airport Hotel-Los Angeles LAX SDP Investments Inc. Airport		Brookfield Inn Investors, Inc	Dinu D. Patel	Tammy Abbott	640 W Manchester	28632 Highway 14 Inglewood	BROOKFIELD California	MISSOURI 90301-1655	64638-8380 (6310)
B/W-Plus Columbia Inn		CoMo Hospitality LLC		Kalpesh Patidar		2904 Clark Ln	COLUMBI	MISSOURI	65202-2480 (573)
B/W On The River Airport Plaza Inn Hotel ? Los Angeles LAX	Ravilance Ivestments	Oak Hospitality LLC	Dinu D.	Aswin Patel	1730 Centinela	401 N 3rd	HANNIBAL Cali	MISSOURI 90302	63401-2301 63042-2026 (314)
B/W St. Louis Airport North Hotel & Suites		Hazel Hospitality LLC		Drew Kifer		223 Taylor Rd	HAZELWOOD MISSOURI		
B/W-Independence Kansas City		Bastola Hospitality Inc.		Dratikshya KC		18700 E 37th Terrace	INDEPEN	MISSOURI	64057-2302 (816)
B/W-Plus Capital Inn		DEV INC		Rakesh Patel		1937 Christy Dr	JEFFERSON	MISSOURI	65101-2202 (573)
B/W-The Oasis At Joplin		Solar Properties of Joplin, LLC		Gordon Elliott		3508 S Rangeline Rd	JOPLIN	MISSOURI	64804-4431 (417)
B/W-Country Inn—North		KAUSHIK ENTERPRIZE LLC		Kaushik Patel		2633 NE 43rd St	KANSAS	MISSOURI	64137-1674 (816)
B/W Plus Kansas City Airport Kel East Suites Hotel - Los Angeles Century		MCH HOSPITALITY LLC	Dinu D.	Peter Shimondil	5005 W	11320 N Ambassador	KANSAS	MISSOURI 90304	64153-2013
B/W Premier Kansas City Sports Complex Hotel	LAX Airport	DJ2 LLC		Dennis Hulsing		4011 Blue Ridge Cut Off	KANSAS CITY MISSOURI		64133-1418 (816)
B/W-Worlds Of Fun Inn & Suites		Reyna Hotel Corporation		Hiral Bhakta		4321 N Corrington Ave	KANSAS	MISSOURI	64117-1577 (816)
B/W-Plus Lee's Summit Hotel & Suites		Meiners Development Co of		David Meiners		4825 NE Lakewood Way	LEE'S	MISSOURI	64064-2486 (816)
B/W Premier Liberty Inn & Suites		Jay Amber MO LLC		Dilip Patel		411 N 291 Hwy	LIBERTY	MISSOURI	64068-1043 (816)
B/W-Plus St. Louis West Westport		Westotel LLC		Johnathan Hewes		12220 Dorsett Rd	MARYLA	MISSOURI	63042-2408 (314)
B/W Teal Lake Inn		Saint Robert Hotels Group LLC		Dratikshya KC		2602 S Clark St	MEXICO	MISSOURI	65265-4104 (573)
B/W Mt. Vernon Inn		HARITEJ LLC		Umesh Patel		1200 S Industrial Rd	MOUNT	MISSOURI	65712-0782 (417)
B/W Big Spring Lodge		KSRPK ENTERPRISE LLC		Kirit Gandhi		1810 Southern View Dr	NEOSHO	MISSOURI	64850-2812 (417)
B/W Coachlight		MILAN HING		Bhaskar Patel		1405 Martin Springs Dr	ROLLA	MISSOURI	65401-2976 (573)
B/W-Plus The Charles Hotel		Iwala, Inc.		Ritesh Jariwala		1425 S 5th St	SAINT	MISSOURI	63301-2436 (636)
B/W Plus St. Louis Airport Hotel	Amador Inn	AR Investments, LLC		Niten Patel	200 S State	4576 Woodson Rd Jackson	SAINT LOUIS-Califor	MISSOURI 95642	63134-2704 (314) 209
B/W St. Louis Kettleman City Inn & Suites	DEVEN AND FAMILY INCORPORATED	MANGAL LLC	Bankim Patel	Raman Patel	33410 Powers Dr	6224 Holmes Industrial Park Dr Kettleman City	SAINT LOUIS-Califor	MISSOURI 93239-9731	63129-6200 (314) 559
B/W St. Louis Kirkwood Route 66		Sebast Investments LLC		Suhrobjdon Mahmudov		1200 S Kirkwood Rd	SAINT	MISSOURI	63122-7225 (314)
B/W Montic Inn		Choseth MAA Group LLC		Vinay Gandhi		14086 Highway 2	SAINT	MISSOURI	65584-2372 (573)
B/W State Fair Inn		Sedalia Hotel Group LLC		Karim Enamul		2320 S Limit	SEDALIA	MISSOURI	65301-6852 (660)
B/W Plus Sikeston La Mesa San Diego	MG Hospitality La Mesa LLC	Tru Comfort Hospitality LLC	Rohit Marwaha	Neel Patel	9550 Murray Dr	120 S Interstate Dr La	SIKESTON Calif	MISSOURI 91942	63801-8641 (573) 619
B/W Coach House		Coach House Properties, LLC		Gordon Elliott		2535 N Glenstone Ave	SPRINGFI	MISSOURI	65803-4737 (417)
B/W Plus Springfield Airport Lake Elsinore Inn & Suites MSA		Elite Springfield LLC	Ajay Patel	Shanil Patel	31781 Casino Dr	4445 W Chestnut Expy Lake Elsinore	SPRINGFIELD Ca	MISSOURI 92530	65802-5824 (951) 17
B/W Route 66 Rail Haven		Rail Haven Properties, LLC		Gordon Elliott		203 S Glenstone Ave	SPRINGFI	MISSOURI	65802-2102 (417)
Vib Best Western Springfield		Gordon A. Elliott		Gordon Elliott		1845 E Sunshine	SPRINGFI	MISSOURI	65804-1501 (417)
B/W-Plus Washington Hotel		Narayandas LLC		Niten Patel		2621 E 5th St	WASHINGTON	MISSOURI	63090-2856 (636)
B/W-Plus Clocktower Inn		ClockTower Inn, LLC		Stephen Wahrlich		2511 1st Ave N	BILLINGS	MONTANA	59101-2320 (406)
B/W Plus Kelly Inn & Suites	Irvine Spectrum Hotel	AP Heritage Lake Forest,	Ramesh Pitamber	Branda Schmidt	23192 Lake	4915 Southgate Dr Lake	BILLINGS Calif	MONTANA 9263	59101-4668 (94069)
B/W-Plus Grantree Inn		GRANTREE LIMITED		Carl Solvie		1325 N 7th Ave	BOZEMA	MONTANA	59716-2511 (406)
B/W Plus Butte Plaza Inn	South Bay Hotel	XJ GRAND HOTEL LLC	Yaping	Herbert Leuprecht	15000	2800 Harrison Ave Lawndale	BUTTE Califor	MONTANA 9026	59701-3682 (43106)
B/W Paradise Inn		Great Northern Lodging Inc.		Susan Parker		650 N Montana St	DILLON	MONTANA	59725-2347 (406)
B/W-Plus Riverfront Hotel And Suites		Great Falls Inn Vestments, LLC		Jackie Neves		600 River Dr S	GREAT	MONTANA	59405-1886 (406)
B/W-Plus Great Northern Inn		DUCK INN INC.		William Dritshulas		1345 1st St	HAYRE	MONTANA	59501-3802 (406)
B/W Plus Havre Liberty Inn & Suites	UNITY PROPERTY MANAGEMENT L.P	Boothill Properties, Inc	Jaydev A. Patel		1425 Highway 2 NW	5521 Dennis McCarthy Dr Lebec	HAVRE Califor	MONTANA 9324	59501-2428 (40661)
B/W Premier Helena Great Northern Hotel		GN HOTEL LLC		Mari-Bare		825 Great Northern	HELENA	MONTANA	59601-2315 (406)
B/W Plus Flathead Lake Inn And Suites	Lemoore	ANAND INVESTMENTS	Frances J. Parry	Eric Bahme	820 E Bush St	4824 US Highway 92	KALISPELL Calif	MONTANA 9324	59901-7986 (406) 559

Open Hotels as of 11/30/24

B/W Plus	KalisPELL/Glacier Park West Hotel & Suites	Vineyard Inn	ROSH	Montclair Drive Hotel Operations Inc	Garret Guinn	7600	255 Montclair Dr	Livermore	KALISPELL Calif	MONTANA	9455	59901-3239- (406)925	
	B/W Yellowstone Crossing			Rimrock Hospitality LLC	Usman Khan		205 SE 4th St		LAUREL	MONTANA		59044-2309 (406)-	
	B/W War-Bonnet Inn			501 Miles City LLC	Roshan Patel		1015 S Haynes Ave		MILES-	MONTANA		59301-5727 (406)-	
B/W	Plus Grant Creek Inn & Suites	Mars Hotels, LLC		GRANT CREEK INN L.L.C	Sarah	Lawrence McRae	6411 W	5380 Grant Creek Rd	Lodi	MISSOULA Cali	MONTANA	9524	59808-1493- (4206)9
	B/W Shelby Inn & Suites			Shelby Inn & Suites, LLC	Mike Johnson		1948 W Roosevelt Hwy		SHELBY	MONTANA		59474-1549 (406)-	
B/W	Golden Prairie Inn & Suites	Frontier Motel	FRONTIER MOTEL INC.	Falcon Montana Group LLC	Travis Powell	Bhavesh Nibbler	1008 S Main	820 S Central Ave	Lone	SIDNEY Calif	MONTANA	9354	59270-4941- (47606)
	B/W Desert Inn			Sleeping Bear Inc	Haily Wilson		123 North Canyon St		WEST-	MONTANA		59758 (406)-	
	B/W Western Inn			VC Highland Hotel LLC	Ranjit Johal		103 Gibbon Ave		WEST-	MONTANA		59758 (406)-	
	B/W Rocky Mountain Lodge			Sharma Hotels LLC	Richav Sharma		6510 Highway 93 S		WHITERIS	MONTANA		59937-2978 (406)-	
	B/W West Hills Inn			Bird Dog Hospitality I, LLC	Kyle Schock		1100 W 10th St		CHADRO	NEBRASKA		69237-2931 (308)-	
B/W Plus	Grand Island Hotel at the Convention Management, Inc	C & Suites, Center	First Street	South Pointe Development, LLC	Hitendra Patel	Karla Gyenes	517 E 1st St	3707 S Locust St	Long Beach	GRAND ISLAND Calif	NEBRASKA	9080	68801-8239- (308)562
B/W	Plus Mid-Nebraska	Los Alamitos Inn & Suites	Govind Investments Inc.	B & K Hall Family LLC	Dipak	Benjamin Hall	10591 Los	234 3rd Ave S	Los	KEARNEN Calif	NEBRASKA	9072	68847-9389- (308)562
B/W	Plus Lincoln	Royal Palace Inn & Suites	HAPPY TEAM INC	I-80 Real Estate Development, LLC	Kunal Sikand	Kristi Miller	2528 S	2301 Wildcat Cir	Los	LINCOLN Calif	NEBRASKA	9006	68521-5876- (43106)
	B/W Nebraska City Inn			J-M CORPORATION		John Palmtag		2515 S 11th St		NEBRASK	NEBRASKA		68410-2478 (402)-
B/W Plus	North Platte	Dragon Gate Inn & Suites	Kwong Family 2012 Irrevocabl Trust	Wilkinson Lodging, LLC	Peter R. Kwong	Mark Wilkinson	818 N Hill St	2201 S Jeffers St	Los Angeles	NORTH PLATTE Calif	NEBRASKA	9001	69101-6889- (21308)
B/W Plus	Ogallala Inn	Sunset Plaza Hotel	Sunset Towers West Limited	Choudhari Hospitality, LLC	David	Nimesh Chaudhari	8400	110 Penny Express Ln	Los	OGALLALA Cali	NEBRASKA	9006	69152-3106-
	B/W Plus Midwest Inn			Midwest Inn, Inc		Bhavik Shah		4706 S 108th St		OMAHA	NEBRASKA		68137-2201 (402)-
		B/W Plus Sidney Lodge	Partnership	Sydney Lodging LLC		Muljibhai Chaudhari		645 Cabela Dr		SIDNEY	NEBRASKA		69162-2047 (308)-
B/W Plus	York Hotel & Conference Center	Glendale	KL Hospitality, LLC	Shri Raj Hospitality LLC	Kinnari	Chirag Chaudhan	2911	4619 S Lincoln Ave	Los	YORK Calif	NEBRASKA	9004	68467-9488-
	B/W Hoover Dam Hotel — Se Henderson, Boulder City			ADK Nevada Hospitality LLC		Rupal Chaudhry		704 Nevada Hwy		BOULDER-	NEVADA		89005-2222 (702)-

Open Hotels as of 11/30/24

Hotel Name	Member-Entity	Franchisee Name	Member-Franchisee	Contact	Address	City	City-State	State/Province/Zip	Zip	Phone
B/W Elko Inn Plus LA Mid-Town	Dharmi Hotels LLC	D. Wang Inc.	Varun Dharmi	Gerald Wang	1930 Idaho St. 603 S New	Los Angeles	Elko Califor	NEVADA	90005-	89891-2629
B/W-Fallen Inn & Suites	Aum Arrihant Inc.		Atul Gandhi		1035 W Williams Ave	FALLON	NEVADA	89406-2632 (775)	423-6005	
B/W-Topaz Lake Inn	B.K. Motel Corporation		Shyam Patel		2410 Sandy Sowers Ave		GARDNERVILLE	NEVADA		89410-7081 (775)
B/W Plus Henderson Hotel	CITY HOTELS GROUP	OMSIVE, INC.		Khem Babbar	1553 N Boulder Hwy 301 W	Los Banos	HENDERSON Ca	NEVADA	93635-	89011-4131 (702)
B/W-Plus Las Vegas South Henderson	SAINT ROSE HOTEL OPERATIONS, INC.		Jackie Neves		2041 Saint Rose Plwy	HENDERSON	NEVADA	89052-3820 (702)	568-0037	
B/W Mccarran The Inn of Los Gatos	Grateful Hearts Investments	55 PARTNERS, LLC	Sanjay Govind	Jonathan Shank	4070 Paradise 55 Los Gatos Saratoga Rd	Los Gatos	LAS-VEGAS Califor	NEVADA	95032-5461	89119-1206 (740)
B/W Plus Casino Royale Center	Casino Royale	1817 Sepulveda LLC	Thomas Elardi	Nirmal Suresh	241817 Las Vegas N	Manhattan Beach	LAS-VEGAS Califor	NEVADA	90266-	89100-8955 (731)
B/W Plus Las Vegas West Executive Inn	Harvard Road	DP Hotels	Jackie Neves	Ramandeep	8669 W Sahara 1415 E	Manteca	LAS-VEGAS Califor	NEVADA	95336-	89117-5860 (702)
B/W-Mesquite Inn	Mesquite Motel, LLC		John Snee		390 N Sandhill Blvd	MESQUITE	NEVADA	89037-4738 (702)	346-7444	
B/W-Plus North Las Vegas Inn & Suites	DNN, LLC		Hung Do		4540 Donovan Way	NORTH LAS VEGAS	NEVADA	89081-2726 (702)	649-3000	
B/W-Pahrump Oasis	Pahrump Hotel Partners, Inc		Sukhbir Dhillon		1401 S Highway 160	PAHRUMP	NEVADA	89048-4700 (775)	737-5100	
Alden By Best Western South Reno	The Kishan Group		Ranjit Johal		5851 S Virginia St	RENO	NEVADA	89502-6032 (775)	829-4600	
B/W Plus Sparks Reno Hotel	AREA EP Sparks	Marina Hotels	Nick Economos	Nupen Dahya	55 E Nugget Ave 3290 Dunes	Marina	SPARKS Califo	NEVADA	93933-	89431-5819 (725)
B/W Hi-Desert Inn Plus Yosemite Way Station Motel	Marthe Elliott HI Desert Inn, Inc	SHANTILAL MANAGEMENT INC		Pramod J. Patel	220 Main St 4999 Highway 6 & 95 140	Mariposa	TOWONPAH Cali fornia	NEVADA	95338	89049 (775)
B/W Plus Boomtown Casino Hotel	BCH Gaming Reno	Opal Investment,	Robert Medeiros	Ramesh	2100 Boomtown Carson 445 Muir	Martinez	VERDO Califor	NEVADA	94553-	89439-8907 (702)
B/W Plus Gold Country Inn Riviera	MCClasky Winnemucca Motel	BW	Terry Boyle	Bhupendra B.	9215 W Winnemucca Blvd El	Menlo Park	WINNEMUCCA C	NEVADA	94025-	89445-2638 (702)
B/W-Plymouth Inn White Mountains	Jala Hospitality LLC		Zinallumar Patel		1612 US Route 2	CAMPTON	NEW-	03232-4434 (603)	526-3520	
B/W Concord Inn & Suites	Dhyan Hotel	Riayaan LLC	Ashok	Tushar Patel	97 Hall St 1033 Motel Dr	Merced	CONCORD Cali	NEW-HAMPSHIRE	9534	03301-3431 (603)
B/W-White Mountain Inn	Santi, LLC		Vimalbhai Patel		87 Wallace Hill Rd	FRANCONIA	NEW-	03560-4900 (603)	523-7422	
B/W Plus The Brookside Inn At Hampton	FF Hospitality	West Coast Property Management, LLC	Ismail Pethania	Prashant M. Mehta	815 Lafayette Rd 400 Valley Way	Milpitas	HAMPTON Cali fornia	NEW-HAMPSHIRE	9503	03842-1257 (640)
B/W Plus Keene Hotel Town House	Vidhi Hospitality LLC	Khatri, Inc.	Ashok Patel	Anil M. Khatri	49019 Winchester 16th St	Modesto	KEENE Califor	NEW-HAMPSHIRE	9535	03431-3999 (603)
B/W-Plus Landmark Inn	Siyaram, LLC		Ragi Patel		480 Main St	LACONIA	NEW-	03246-3742 (603)	524-8000	
B/W Plus Executive Palm Court Inn & Conference Center	JNR Fund I SDE Manchester NH LLC	Khatri,	Jignesh Patel	Anil M. Khatri	125 2001 S Willow St W	Modesto	MANCHESTER C	NEW-HAMPSHIRE	9535	03102-2287 (603)
B/W Plus Portsmouth Hotel And Suites Desert Winds	T. Z. Patel & JHM Portsmouth LLC	T. Patel as	Ashok	David Hasmukhbhai Patel	580 US Highway 1 Bypass Interstate Traffic Circle 16200 Sierra	Mojave	PORTSMOUTH C alifornia	NEW-HAMPSHIRE	9350	03801-4144 (603)
B/W Hampshire Park Crest Inn & Suites	Seabrook	Bhrij Hospitality LLC	Ismail Pethania	Sanjay Patel	20 Spur Rd 1100 Munras Ave	Monterey	SEABROOK Cali	NEW-HAMPSHIRE	9394	03874-4137 (603)
B/W-West Lebanon Hanover Hotel	Jigna LLC		Ashok Patel		45 Airport Rd	WEST LEBANON	NEW-	03784-1682 (603)	208-8888	
B/W-Atlantic City Hotel	B/W Hospitality LLC		Dhruvesh Patel		1416 Pacific Ave	ATLANTIC CITY	NEW-JERSEY	08401-8011 (609)	244-7116	
B/W Bordentown De Anza Inn	AYUBHAV LLC	FAIRVIEW	Punam Patel	Michael A.	1068 Route 206 2141 N	Monterey	BORDENTOWN California	NEW-JERSEY	93940-5	08505-2124 (609)
B/W Plus Fairfield Executive Monterey	FAIRFIELD EXECUTIVE INN INC	Individual	Anthony Calandra	Max H.	82165 Route 46 E #234 Abrego	Monterey	FAIRFIELD Calif	NEW-JERSEY	93940-3	07004-2224 (201)
B/W-Fort Lee	Jai Vihthal LLC		Tanoukh Suratwala		2300 Route 4	FORT LEE	NEW-JERSEY	07024-3212 (201)	461-7000	
B/W-Hazlet Inn	HAZLET HOSPITALITY GROUP, LLC		Reddy Valluru		2215 Highway 25	HAZLET	NEW-JERSEY	07730-1539 (732)	888-2800	
B/W-Plus Morristown Inn	REDZ HOTEL MANAGEMENT LLC		Aviv Bernstein		270 South St	MORRISTOWN	NEW-JERSEY	07960-6010 (973)	540-1700	
B/W-Plus Newark Airport West	MUR Properties LLC		Ravi Patel		101 International Way	NEWARK	NEW-JERSEY	07114-3314 (973)	621-6200	
B/W-Premier Nyc Gateway Hotel	AV HOSPITALITY LLC		Tanoukh Suratwala		2650 Paterson Blank Rd	NORTH BERGEN	NEW-JERSEY	07047-2228 (201)	758-5770	
B/W Paramus Moreno Hotel & Suites	Pared Motel Associates	Rishabh	Jeffrey Wilder	Harshit Italia	211 N Route 17 24840 Elder	Moreno Valley	PARAMUS Cali	NEW-JERSEY	92557-7	07652-2902 (201)
B/W-Plus Philadelphia Pennsauken Hotel	Village Hospitality Inc		Chang Zhou		7050 Kaigns Ave	PENNSAUKEN	NEW-JERSEY	08109-4417 (856)	322-0900	
B/W The San Marcos Inn At Ramsey	RAMSEY HOTEL	Morro Rock LLC	Chetan Kumar Gandhi	Steven	1215 Route 17 S 250 Pacific St	Morro Bay	RAMSEY Calif	NEW-JERSEY	93442-2	07446-2814 (201)
B/W Philadelphia South West Deptford	Elite Investors	Tradewinds 805 LLC	Daniel Chyeota	Lori Lascola	98 Friars Blvd 225 Beach St	Morro Bay	WEST-DEPTFORD Cali	NEW-JERSEY	93442-2	08086-2262 (805)
B/W-Burlington Inn	Gaur Lila LLC		Amir Patel		2020 Route 543	WESTAMPTON	NEW-JERSEY	08060-4411 (609)	361-3800	
B/W-Airport Albuquerque Inn Suites Hotel &	Albuquerque Suite Hospitality, LLC		Jeffrey Egelhoff		2400 Yale Blvd SE	ALBUQUERQUE	NEW-MEXICO	87106-4214 (505)	242-7032	

Open Hotels as of 11/30/24

B/W Plus <u>Executive Suites</u> <u>Tree House</u>	Five Stars Hospitality <u>Good Nite Inn</u>	Prakash Sundaram <u>Charles T.</u>	4630 Dan American Fwy NE <u>111</u>	<u>Mount Shasta</u>	<u>ALBUQUERQUE</u> <u>California</u>	NEW-MEXICO <u>96067-</u>	87100-2201-(530s)
B/W Plus <u>Rio Grande Inn</u> <u>at the Vines</u>	CGC Hospitality Associates, LLC <u>Good Nite</u>	Phillip Payne <u>Charles T.</u>	10150 <u>Rio Grande Blvd</u>	<u>Napa</u>	<u>ALBUQUERQUE</u> <u>California</u>	NEW-MEXICO <u>94559-</u>	87104-2031-(570s7)
B/W <u>Desos Inn</u>	G & L Development Company, Inc.	Sandra Johnson	2209 W Main St	ARTESIA	NEW-MEXICO	88210-3731-(575)-748-3324	
B/W <u>Territorial Inn & Suites</u>	VAW ENTERPRISES	Carroll Vaughn	415 E Bloomfield Blvd	BLOOMFIELD	NEW-MEXICO	87413-2067-(505)-632-9100	
B/W Plus <u>Executive Residency</u>	Blue Horizon Hospitality <u>WVF MARINA</u>	Rajan Bhakta <u>John J. Sanders</u>	2601 Patrick St <u>800 Bay</u>	<u>National City</u>	<u>CARLEBAD</u> <u>Cali</u>	NEW-MEXICO <u>91950-</u>	88230-2307-(525)619
B/W <u>Kokopelli Lodge</u> <u>Colorado River</u>	Ascend <u>Spire</u> Hospitality Inc.	Unmesh Mehta	702 S 1st St <u>2371 Needles</u>	<u>Needles</u>	<u>CLAYTON</u> <u>Calif</u>	NEW-MEXICO <u>92363-</u>	88415-2314-(57s60)
B/W <u>Cannon AFB</u> <u>Burbank Airport</u>	DFAM Hospitality <u>SHURJA</u>	Dhawal Jariwala <u>Yagnesh K.</u>	201 Schepps <u>7615</u>	<u>North Hollywood</u>	<u>CLOVIS</u> <u>Califo</u>	NEW-	88101-8230-
B/W <u>Doming Southwest Inn</u>	Datt, LLC	Tejash Patel	1500 W Pine St	DEMING	NEW-MEXICO	88090-2259-(575)-546-4544	
B/W <u>Plus The Four Corners Inn</u>	SU Inc.	Hiten Jadav	4751 Cortez Way	FARMINGTON	NEW-MEXICO	87402-1105-(505)-564-8100	
B/W <u>Gallup West</u>	Epic Hotel Investors, LLC	Murad Mohsin	111 Twin Butte	GALLUP	NEW-MEXICO	87301-5631-(505)-732-7324	
B/W <u>Plus Gallup Inn & Suites</u>	Soo-Hoo No. Three LLC	Judy Soo-Hoo	910 E Atee Ave	GALLUP	NEW-MEXICO	87301-5507-(505)-736-5380	
B/W <u>Grants Inn</u>	GND Hotels Corp.	Ravneet Sandhu	1551 E Santa Fe Ave	GRANTS	NEW-MEXICO	87020-4005-(505)-387-7777	
B/W <u>Executive Inn</u>	BRK, LLC	Bhupendra Khokhwadwala	209 N Marland Blvd	HOBBS	NEW-MEXICO	88240-6241-(575)-397-7171	
B/W <u>Mission Inn</u>	GP Mission Inn NM LLC	Ketankumar Sheth	1755 S Main St	LAS CRUCES	NEW-MEXICO	88005-2116-(575)-524-8591	
B/W <u>Plus Montezuma Inn & Suites</u>	SKS Development, LLC	Sanjay Bhakta	2020 N Grand Ave	LAS VEGAS	NEW-MEXICO	87701-4748-(505)-426-8000	
B/W <u>Moriarty Heritage Inn</u>	Global Brothers Moriarty, LLC	Hiteshkumar Patel	111 Anaya Blvd	MORIARTY	NEW-MEXICO	87035-(505)-832-5000	
B/W <u>Plus Raton Hotel</u>	473 Clayton Road LLC	Arthur Mulligan	473 Clayton Rd	RATON	NEW-MEXICO	87740-2244-(575)-445-8501	
B/W <u>Rivers Edge</u>	HENDERSON HOSPITALITY LLC	Courtney Henderson	201 W River St	RED RIVER	NEW-MEXICO	87558-(575)-754-1766	
B/W <u>El Rancho Palacio</u>	SINGLE 1 LLC	Suraj Bhakta	2205 N Main St	ROSWELL	NEW-MEXICO	88201-6458-(575)-622-3721	
B/W <u>Plus Ruidoso Inn</u>	Ruidoso Hospitality LLC	Bankim Patel	97 Camelot Dr	RUIDOSO	NEW-MEXICO	88245-(575)-257-2600	
B/W <u>Pine Springs Inn</u>	PINE SPRINGS ROAD LLC	Bankim Patel	111 Pine Springs Dr	RUIDOSO DOWNS	NEW-MEXICO	88246-(575)-378-8100	
B/W <u>Plus Inn Of Santa Fe</u>	Kelly Santa Fe Ventures LP	Dawn Kohle	2650 Cerrillos Rd	SANTA FE	NEW-MEXICO	87507-2009-(505)-438-3823	
B/W <u>Santa Rosa Inn</u>	SR66 Hotels LLC	Hardik Bhakta	2401 Historic Rte 66	SANTA ROSA	NEW-MEXICO	88435-2735-(575)-473-5877	
B/W <u>Socorro Hotel & Suites</u>	ARB REDDY CORPORATION	Addy Bhasker	1100 N California St	SOCORRO	NEW-MEXICO	87801-4266-(575)-838-0556	
B/W <u>Discovery Inn</u>	Catalina Investment & Trust Co.	Dan Campbell	200 E Estrella Ave	TUCUMCARI	NEW-MEXICO	88401-4237-(575)-461-4884	
B/W <u>Crown Inn & Suites</u>	GITA MAA, INC.	Atish Patel	8210 Park Rd	BATAVIA	NEW-YORK	14020-1370-(585)-244-8882	
B/W <u>Queens Gold Coast</u>	Adria LLC	Alan Mindel	22022 Northern Blvd	BAVSIIDE	NEW-YORK	11361-2642-(718)-621-4900	
B/W <u>Brockport Inn & Suites</u>	Indus Lake Road II, LLC	Todd Plouffe	4008 Lake Rd S	BROCKPORT	NEW-YORK	14420-2451-(585)-395-1000	

Open Hotels as of 11/30/24

Hotel Name	Member-Entity	Franchisee Name	Member-Contact	Franchisee	Address	City	City-State	State/Province/Zip	Zip	Phone
B/W Plus City-Line Hotel Norwalk Inn	154 Bruckner Blvd, LLC	Norwalk Inn, Inc.	Chetankumar Gandhi	Karena	156 Bruckner	Norwalk	Bronx	Califo	NEW-	10454
B/W Plus Executive-Residency-Bronx Novato	Ratan-Reality, LLC	Reneson Hotels, Inc	Harish-Surati	Garrett C.	21500 E-185th-St	Novato	Bronx	Califo	NEW-YORK	10458 (320)415
B/W-Plus-Stadium-Inn	SITA-RAM-LLC	Anil-Panwala	926-Sedgwick-Ave	BRONX	NEW-YORK	10453-4231-(929)-				
B/W-Brooklyn-Coney-Island-Inn	Grovesend-Reality-LLC	Ankit-Mehta	2632-W-12th-St	BROOKLYN	NEW-YORK	11233-5816-(718)-				
B/W-Gregory-Hotel	Jai-Sai-Group-LLC	Prianka-Suratwala	8215-4th-Ave	BROOKLYN	NEW-YORK	11209-4412-(718)-				
B/W Plus Brooklyn-Bay-Hotel Rama Inn &	EMMONS-HOSPITALITY	Omshiva, LLC	Shashin-Gandhi	Mahesh	2003 Emmons Ave	Oakdale	Brooklyn	Cal	NEW-YORK	11235-2212 (718)209
B/W-Plus-Brooklyn-Prospect-Park	928-Coney-Island-LLC	Chetankumar-Gandhi	928-Coney-Island-Ave	BROOKLYN	NEW-YORK	11238-(929)-				
G18-Best-Western-Brooklyn-Ny	850-Fourth-Avenue-Associates-LLC	Chetankumar-Gandhi	850-4th-Ave	BROOKLYN	NEW-YORK	11222-1812-(929)-				
B/W-On-The-Avenue	1205-DELAWARE-AVE-INC.	Dennis-Tripri	1205-DELAWARE-Ave	BUFFALO	NEW-YORK	14203-1304-(716)-				
B/W-University-Inn	Laurention-Properties, LLC/St-Lawrence-	Richard-Martin	90-E-Main-St	CANTON	NEW-YORK	13617-1452-(315)-				
B/W-Galleria-Inn-&-Suites	Goldi-Group-Inc.	Dhamesh-Patel	601-Diogenes-St	CHEEKTOWAGA	NEW-YORK	14206-2405-(716)-				
B/W-Clifton-Park	A-B-S-Brothers-Inc	Muhammad-Afsaal	617-Blank-Rd	CLIFTON-PARK	NEW-YORK	12065-2020-(518)-				
B/W-Cooperstown-Inn-&-Suites	CROWN-HOSPITALITY-GROUP, LLC	Pravin-Patel	50-Commons-Dr	COOPERSTOWN	NEW-YORK	13326-9516-(607)-				
B/W Plus Finger-Lakes Yosemite	Sky-Hospitality-LLC	Ghyselinck Inc.	Ravi-Desai	Glenn Hargrove	2175 Fingerlake-East-Dr-(Off-Route 40530 Highway 41	Oakhurst	Cortland	Cali	NEW-YORK	13045-6621 (607)559
B/W-Dunkirk-&-Fredonia-Inn	SILVER-CREEK-KASTURI-LTD	Jaikishan-Patel	2012-Vineyard-Dr	DUNKIRK	NEW-YORK	14048-3522-(716)-				
B/W-Fishkill-Inn-&-Suites	Poughkeepsie-Fishkill-Lodging-	Hemant-Patel	14-Schuyler-Bldg	FISHKILL	NEW-YORK	12524-2328-(845)-				
B/W-Queens-Court-Hotel	Queens-Court-Hotel-Management-Inc.	Frank-Chen	12351-29th-Ave	FLUSHING	NEW-YORK	11354-4032-(718)-				
B/W Plus The-Hammondsport Bayside	East Lake-Holdings	Bay Hotel, LLC	C-Cameron-Dunlap	Raymond	8440 State-Route-54	Oakland	HAMMONDSPO	RT-Californi	NEW-YORK	14840-9795- (651)02
B/W-Maple-City-Inn	Maple-City-Lodging-Partnership	Hemant-Patel	1-Canisteo-Sq	HORNELL	NEW-YORK	14843-1954-(607)-				
B/W Plus Horseheads Delta Inn & Suites	Finger-Lake	Oakley Hotels, LLC	Hai-Fan-Chen	Roger N. Patel	2671-Corning	Oakley	HORSEHEADS	C	NEW-YORK	14845-4202- (607)925
B/W University Oceanside Inn	Southern-Tier-Hospitality	BWOC168 LLC	Satish-Duggal	Xiao Ying Zhao	168020 Ellis-Hollow-	Oceanside	ITHACA	Califo	NEW-YORK	14850-2808-(760)2
B/W Jamaica-Inn Plus Oceanside Palms	Siddhdy-Vinayak-Ilc	9 Vista Montemar	Tansukh-Suratwala	Kim Walker	8707-Van-Wyck-Expy	Oceanside	JAMAICA	Calif	NEW-YORK	11435-2928- (718)60
B/W-Jfk-Airport-Hotel	JFK-BD-HOLDING, LLC	Jigs-Gandhi	14425-152nd-Ln	JAMAICA	NEW-YORK	11434-4202-(718)-				
B/W Plus Kingston-Hotel-And-Conference Ontario Airport &	SARAS-Hospitality-Operating	G. Wang, Inc.	Shivani-Patel	Gerald Wang	52029 Washington Vineyard Ave	Ontario	KINGSTON	Cali	NEW-YORK	13401-2906- (845)909
B/W Of-Lake-George Ontario Mills Mall	Skyline-Hospitality-Group	Shridhar, LLC	Ann-Cleutier	Gopal Kapuria	243953 State-Route-9W	Ontario	LAKE-GEORGE	Calif	NEW-YORK	13845-6007- (518)909
B/W Adirondack-Inn Orange Plaza	Adirondack-Inn-Incorporated	1302	Thomas-Terry	Anil V. Patel	2625-Main-St	Orange	LAKE-PLACID	Califo	NEW-YORK	12946-3208- (571)84
B/W Plus Liverpool-Syracuse Meridian Inn & Suites, Anaheim-Orange	KEWIDCO, LLC	Orange Hotel Venture	Kayur	Devang Patel	126-Transistor-Plwy	Orange	LIVERPOOL	Cali	NEW-YORK	13088-6015- (371)64
Plus-Lockport-Hotel	LEGACY-HOSPITALITY-(LOCKPORT)-LLC	Rajesh-Parekh	515-E-Transit-St	LOCKPORT	NEW-YORK	14094-(716)-				
B/W Plus-Plaza-Hotel Oxnard Inn	PRIVA-HOSPITALITY	Oxnard Inn LLC	Jasmin-Patel	Jaysree Lad	2024-21st-St	Oxnard	LONG-ISLAND-CITY	Californ	NEW-YORK	11101-6122- (718)805
B/W Bar-Harbour The Inn & Suites	SAVAN-HOSPITALITY-CORP.	The Ashok C	Danny-Mahtha	Sejal A. Patel	5080-Sunrise-Hwy	Pacific Grove	MASSAREQUA-PARK	Califor	NEW-YORK	11752-2906- (831)6
B/W-Monticello	Pramulsh-Hospitality-Inc	Brijesh-Patel	16-Raceway-Rd	MONTICELLO	NEW-YORK	12701-1109-(845)-				
B/W Plus Hospitality-House Palm Desert	145-EAST-40TH-STREET-LLC	J and S	Joseph-Goldstein	James E.	174695 E-49th-St	Palm Desert	NEW-YORK	Califor	NEW-YORK	92260-38 (312)760
B/W Plus-Seho-Hotel Inn at Palm Springs	88-City-Development, LLC	Blue Sky Hospitality Investment Inc.	Kake-Fang	Christopher S. Choi	88-Walker-St	Palm Springs	NEW-YORK	Califor	NEW-YORK	92264-83 (760)0
B/W-Premier-Empire-State-Motel	16-E-East-30th-Street-LR	Jasmin-Patel	16-E-30th-St	NEW-YORK	NEW-YORK	10016-(212)-				
B/W-Premier-Herald-Square	Ideal-Hospitality-LLC	Jasmin-Patel	50-W-26th-St	NEW-YORK	NEW-YORK	10018-8028-(212)-				
B/W-Summit-Inn	JAI-HANUJANI-INC.	Jayesh-Patel	9500-Niagara-Falls-Bldg	NIAGARA-FALLS	NEW-YORK	14304-4908-(716)-				
B/W Plus University-Inn Las Brisas	ALLEGANY-LODGING-ASSOCIATES-LLC	AS	Hemant-Patel	Raymond E.	2051-W-State-St	Palm Springs	CLEAN	Califo	NEW-YORK	14760-1822-(760)
B/W-Blue-Oswego-Hotel-And-Conference-Center	G-&-S-BROADWELL-INC.	George-Broadwall	26-East-1st-St	OSWEGO	NEW-YORK	13126-1113-(315)-				
B/W-Oswego-Inn	Southern-Tier-Hotel, LLC	Jayesh-Patel	20-Hickories-Park-Rd	OSWEGO	NEW-YORK	13827-4841-(607)-				
B/W Palmyra Plus John Jay Inn &	Palmyra-Hospitality, LLC	Pair Hotel	Hitesh	Shamir Patel	955-Canandaigua-Rd	Palmdale	PALMYRA	Calif	NEW-YORK	93551-45 (366)16
B/W Plus-Vineyard-Inn-&-Suites Paradise	Penn-Yan-Hospitality-Group-LLC	Paradise	Brian-Zorgas	Ghulam Fareed	142-Lake-44	Paradise	PENN-YAN	Californ	NEW-YORK	95969-63 (535)0
B/W-Plus-Plattsburgh	Shree-Harge-LLC	Jay-Patel	446-Route-3	PLATTSBURGH	NEW-YORK	12901-6510-(518)-				

Open Hotels as of 11/30/24

B/W Plus The Inn & Suites At The Falls	Green Hospitality LLC	Bhavani Patel	50 Red Oaks Mill Rd	POUGHKEEPSIE	NEW YORK	12603-3260 (845)-
B/W Rochester Marketplace <u>Pasadena Inn</u>	Rochester Lodging Associates LLC <u>Grand</u>	Hemant Patel <u>Erika Hsu</u>	940 Jefferson Rd <u>3570 E</u>	<u>Pasadena</u>	ROCHESTER <u>Cal</u>	NEW YORK <u>91107-38</u> ~~14623-3234 (585) 626~~
B/W The Inn At Rochester Airport	Kayatin of Rochester Inc.	Yatin Patel	295 Suel Rd	ROCHESTER	NEW YORK	14624-3123 (585)-
B/W Mill River Manor	NIRVANA MANOR LLC	Bharat Shah	173 Sunrise Hwy	ROCKVILLE CENTRE	NEW YORK	11570-4705 (516)-
B/W Saranac Lake	HARI KRISHNA INC	Jay Patel	487 Lake Flower Ave	SARANAC LAKE	NEW YORK	12982-2462 (518)-
B/W Syracuse Downtown Hotel And Suites	Syracuse Hospitality Developers, LLC	Hemant Patel	416 S Clinton St	SYRACUSE	NEW YORK	13203-1331 (315)-
B/W The Inn At The Fairgrounds	FAIRGROUNDS HOTEL, LLC	Jayesh Patel	670 State Fair Blvd	SYRACUSE	NEW YORK	13209-1308 (315)-
B/W Plus Ticonderoga <u>Pasadena Royale</u>	Jay Gurudev, LLC <u>Grand Park Inn Inc.</u>	Alpesh Patel <u>Erika Hsu</u>	<u>3600</u> <u>Burgoyne Rd E</u>	<u>Pasadena</u>	TICONDEROGA <u>California</u>	NEW YORK <u>91107-38</u> ~~12883-3112 (518) 626~~
B/W Plus ~~Franklin Square Inn~~	~~Due Di Mare Inc~~ <u>BLACK OAKS INC.</u>	Amy Bridges <u>Angela Beth</u>	<u>11135</u> <u>24th St</u>	<u>Paso Robles</u>	TRIOX <u>Califor</u>	NEW YORK <u>93446-13</u> ~~12180-3225 (805) 48~~
B/W Gateway Adirondack Inn	Genesee Lodging, LLC	Chaitanyakumar Patel	175 N Genesee St	UTICA	NEW YORK	13502-2511 (315)-
B/W Plus Victor <u>Villa Del Lago Inn & Suites</u>	MAA—SHARDA, <u>Sai Shiva IN LLC,</u>	Prakash <u>Sunny</u> Patel	7449 State Route 96 <u>2959 Speno Dr</u>	<u>Patterson</u>	VICTOR <u>Califo</u> <u>rnia</u>	NEW YORK <u>95363-85</u> ~~14564-0725 (585) 209~~
B/W Watertown Fort Drum	Watertown Lodging Associates, LLC	Hemant Patel	200 Washington St	WATERTOWN	NEW YORK	13601-3734 (315)-
B/W New Baltimore <u>Petaluma Inn</u>	Arjun Hotel <u>200 South McDowell</u>	Rajesh Bhagia <u>Satishkumar</u>	<u>12600</u> <u>State Route 9W S</u>	<u>Petaluma</u>	WEST COXSACKIE <u>Cali</u>	NEW YORK <u>94954-35</u> ~~12102-1711 (518) 707~~
B/W Woodbury Inn	7940 WOODBURY PARTNERS LLC	Jonathan Reiss	7940 Jericho Tpke	WOODBURY	NEW YORK	11797-1204 (516)-
B/W Albemarle Inn	B/W Albemarle LLC	Anilkumar Patel	2200 US Highway 52 N	ALBEMARLE	NORTH CAROLINA	28001-8507 (704)-
B/W Asheville Blue Ridge Parkway	V & S Hospitality, Inc.	Hites Patel	501 Tunnel Rd	ASHEVILLE	NORTH CAROLINA	28805-1824 (828)-
Glö Hotel Asheville Blue Ridge Parkway	Krish Hospitality	Hites Patel	509 Tunnel Rd	ASHEVILLE	NORTH CAROLINA	28805-1824 (828)-
B/W Mountain Lodge At Banner Elk	LEE PROPERTY INVESTMENTS LG	James Wooten	1615 Tynecastle Hwy	BANNER ELK	NORTH CAROLINA	28604-9708 (828)-
B/W Plus Burlington	Carolina Hosiery Mills, Inc.	Ernie Koury	770 Huffman Mill Rd	BURLINGTON	NORTH CAROLINA	27215-5125 (336)-
B/W Plus Cary Inn — Nc State <u>Anaheim Orange County Hotel</u>	GSS Raleigh <u>118 Orangethorpe LLC</u>	Shari Erhan <u>Anil V. Patel</u>	1722 Walnut St <u>118 E Orangethorpe Ave</u>	<u>Placentia</u>	CARY <u>Califor</u> <u>nia</u>	NORTH CAROLINA <u>92870</u> ~~27511-5931 (971) 4~~
B/W Lower South End	Leso Hospitality, LLC	Hitesh Patel	242 E Woodlawn Rd	CHARLOTTE	NORTH CAROLINA	28217-2202 (704)-
B/W Plus Charlotte/Matthews Hotel	Noor Humza Gill, Inc.	Najaf Gill	2501 Sardis Rd N	CHARLOTTE	NORTH CAROLINA	28227-7724 (704)-
B/W Butler Creedmoor Inn	RK Hotels, LLC	Tejas Bhagat	2578 W Lyon Station Rd	CREEDMOOR	NORTH CAROLINA	27522-7308 (919)-
B/W Plus River Escape Inn & Suites	Nightstar Lodging LLC	Vivek Patel	248 WBI Dr	DILLSBORO	NORTH CAROLINA	28725 ~~(828)-~~
B/W Plus Edison Inn	Vitrag, Inc.	Dilipbhai Patel	1595 Mechanical Blvd	GARNER	NORTH CAROLINA	27529-2536 (919)-
B/W Gastonia	Peace Hospitality LLC	Mukesh Bhandari	260 Best Western Ct	GASTONIA	NORTH CAROLINA	28054 ~~(704)-~~

Open Hotels as of 11/30/24

Hotel Name	Member-Entity	Franchisee Name	Member-Contact	Franchisee	Address	City	City-State	State/Province/Zip	Zip	Phone
B/W Plus Goldsboro Placerville Inn B/W Plus Suites Greenville	Zenith Asset Company, LLC	JAI SHRI RAM GROUP, LLC	John Henry	Vinod K. Ashish Nair	909 N Spence Ave 2310 Greenville Blvd NE	Placerville	GOLDSBORO GREENVILLE	Ca NORTH CAROLINA	27524-4269 27558-4140 (252)	
B/W Hendersonville Inn B/W Hickory	CAROLINA MOTEL ASSOCIATES INC. Piedmont Center Associates LLC	Scott Harrell Bradley Lail			105 Sugarloaf Rd 1520 13th Avenue Dr SE		HENDERSONVILLE HICKORY	NORTH CAROLINA NORTH CAROLINA	28792-9326 (828) 28602-5183 (828)	
B/W Plus Huntersville Pleasanton Inn & Suites B/W Plus Yadkin Valley Inn & Suites B/W Plus Westgate Inn & Suites	Free Maha Lami, Inc	KHATRI	Priyesh Patel	Narendra M. Husein-Bajwa	12820 Statesville Rd 1712 N.C. Highway 57 1120 Towne Lake Dr	Pleasanton	HUNTERSVILLE	C	NORTH CAROLINA NORTH CAROLINA NORTH CAROLINA	28078-9940 28643-9247 (336) 28451-9476 (810)
B/W Lumberton B/W Mountainbrook Stagecoach Inn	JALA INC HVM Lodging	PARTNERSHIP Kanya Westley, LLC	Pranil Patel	Hitesh Patel	201 Jackson Ct 2811 Secc Rd Rte 19	Pollock Pines	LUMBERTON	NORTH CAROLINA	28751-9506 28751-9506	28258-1103 (910) (328)530
B/W Porterville Inn & Suites—Monroe B/W Of Murphy	SHRI KRISHNA	KANWAR S INC	Prakash Desai	Jasvir Singh	2316 Hanover Dr 1522 Andrews Rd	Porterville	MONROE	Calif	NORTH CAROLINA NORTH CAROLINA	28110-9450 28906-5113 (828)
B/W Plus Pineville Charlotte B/W Plus Raleigh Crabtree Valley	Shree Krishna Pineville, LLC	MNC	Aman Shah	Samapti	9138 45 Leitner Dr 6209 Glenwood Ave	Poway	PINEVILLE	Calif	NORTH CAROLINA NORTH CAROLINA	28134-6556 28134-6556 (704)858
B/W Plus Raleigh Crabtree Valley B/W Charlotte/Ocean Isle Beach Hotel B/W Smithfield Inn B/W Statesville Inn B/W Plus Silver Creek Inn B/W Smoky Mountain Inn B/W Plus Coastline Inn B/W Plus Wilmington/Carolina Beach B/W Plus Wilmington/Wrightsville Beach	Aumkar Investment	Vista Inn Rancho	Vati Vaghani	Juan Liaca	6209 Glenwood Ave	Rancho Cordova	RALEIGH	Calif	NORTH CAROLINA	27612-2615 (910)86
B/W Plus University Inn B/W Roosevelt Place Hotel	Humantosh, LLC LBM Hospitality LLC	Alan Mindel Kady Devlin			2050 University Plwy 1405 Skyline Blvd		WINSTON SALEM BISMARCK	Rancho Cucamonga California	NORTH CAROLINA NORTH DAKOTA	27105-4230 (336) 58503-1286 (701)
B/W Plus Kelly Antelope Inn & Suites B/W Harvest Inn & Suites B/W Plus Williston Hotel & Suites	Kelly Midwest Ventures LP	RED BLUFF	Lisa Amann	Ajit Patel	1767 44th St 2350 22nd Avenue S	Red Bluff	FARGO	Calif	NORTH DAKOTA NORTH DAKOTA NORTH DAKOTA	58103-7440 58201-6016 (701) 58801-2680 (701)
B/W Falcon Plaza B/W Caldwell Inn B/W Cambridge Inn B/W Canal Winchester Inn—Columbus South B/W Celina B/W Adena Inn	FALCON PLAZA	INVESTMENTS LLC	David Bishop		1450 E Wooster St			BOWLING GREEN	OHIO	43403-3260 (419)
B/W Caldwell Inn B/W Cambridge Inn B/W Canal Winchester Inn—Columbus South B/W Celina B/W Adena Inn	Loa LTD Overnight Suites Cambridge, LLC SHIVA LLC Celina Hospitality LLC Joy Shivapavotti LLC	Loa LTD Overnight Suites Cambridge, LLC SHIVA LLC Celina Hospitality LLC Joy Shivapavotti LLC	Jerry Delmas Ankit Bhardwaj Atul Patel Muhammad-Khokhar Abhishekumar-Patel		44128 Fairground Rd 2307 Southgate Plwy 6323 Prentiss School Pl 2020 Holiday Dr 1250 N Bridge St	CALDWELL CAMBRIDGE CANAL-WINCHESTER CELINA CHILLICOTHE		OHIO OHIO OHIO OHIO OHIO	43724-0680 (740) 43725-3035 (740) 43110-2037 (614) 45823-8344 (419) 45601-1852 (740)	
B/W Clermont Plus Hilltop Inn B/W Plus Hannaford Twin View Inn & Suites B/W Premier Mariemont Inn B/W Airport Inn & Suites Cleveland	NGE Hospitality	Hilltop Inn Redding	Natu Bhakta	Stephen C.	42300 4 Williams	Redding	CINCINNATI	Cal	OHIO	96002-05 45255-4908 (513)
B/W Plus Hannaford Twin View Inn & Suites B/W Premier Mariemont Inn B/W Airport Inn & Suites Cleveland	Hannaford Hospitality	BMV LLC	Baljit Johi	Bhavesh Patel	561080 E Galbraith Rd	Redding	CINCINNATI	Cal	OHIO	96003-20 45236-2252 (513)
B/W Premier Mariemont Inn B/W Airport Inn & Suites Cleveland	SPINNENWEBER BUILDERS INC. Multi-Hospitality LLC	William Spinnenweber Ashish Patel			6880 Wooster Pike 16501 Snow Rd		CINCINNATI CLEVELAND		OHIO OHIO	45227-4393 (513) 44142-2778 (316)
B/W Plus Dutch Haus Redondo Beach Inn And Suites B/W Port Columbus Redondo Beach B/W Suites B/W Inn B/W Fosteria Inn & Suites Hotel - Beach B/W Executive Inn	The Dutch Haus Inn LLC Deep Properties, LLC A.N.P., INC. Shreejyotsna Hospitality Inc	OTORO GROUP, LLC Hu Ang	Grace Wiltner-Styer Pratish Shah	Stanley L. Huang Dinu D. Patel	1850 E State Route 14 27400 Airpointe Dr	Redondo Beach Redondo Beach	COLUMBIANA COLUMBUS	C Cal	OHIO OHIO	90277-61 90278-33
B/W Suites B/W Inn B/W Fosteria Inn & Suites Hotel - Beach B/W Executive Inn	A.N.P., INC. Shreejyotsna Hospitality Inc	Samir Patel Rajankant Patel			1133 Evans Way Ct 626 Griswold Rd		COLUMBUS ELYRIA		OHIO OHIO	43228-9178 (614) 44035-2392 (440)
B/W Fosteria Inn & Suites Hotel - Beach B/W Executive Inn	Peer Hospitality, LLC	Aashish Patel			1600 N Countyline St		FOCTORIA	OHIO	44830-1928 (419)	
B/W Executive Inn	NATRAJ CORPORATION	Individual	Andy	Mahendra P. Patel	4026 Jackson Rd	Redwood City	GROVE CITY	Californ	OHIO	94062-17 43123-9200 (614)50
B/W Plus Whitewater Inn Executive Suites B/W Lakewood China Lake Inn	KMC HOSPITALITY NEW CRESCENT INVESTMENT LLC	BPR Properties Redwood City, LLC Tho Van	Meena	Parimal Patel	201 Comfort Dr 122 Arrowhead	Redwood City Ridgecrest	HARRISON HEBRON	Cali Calif	OHIO	94063-36 93555-46
B/W Hilliard Inn & Suites B/W Penn-Ohio Inn & Suites B/W Richland Inn Mansfield B/W Mason Inn B/W Toledo South Maumee	JANUS HOSPITALITY MK Hospitality, Inc. JALY RAM LLC B/W Mason Hotel Group Inc. Marov LLC	JANUS HOSPITALITY MK Hospitality, Inc. JALY RAM LLC B/W Mason Hotel Group Inc. Marov LLC	Rajan Patel Ashok Kechkar Samir Patel Maftuna-Zohidova Hemant Panchal		2821 Park Mill Run Dr 6828 Commerce Dr 180 E Hanley Rd 9665 S Mason Montgomery Rd 6425 Kit Ln	HILLIARD HUBBARD MANSFIELD MASON MAUMEE		OHIO OHIO OHIO OHIO OHIO	43026-8110 (614) 44235-2944 (220) 44903-9039 (419) 45040-9397 (513) 43627-8655 (419)	
B/W Plus Mentor Cleveland Northeast	LAWNFIELD-MENTOR LLC	Huynh Family	Dhirenkumar Patel		8434 Mentor Ave		MENTOR	OHIO	44060-5817 (440)	

Open Hotels as of 11/30/24

B/W <u>Executive</u> <u>Sonoma</u>	Shyam B/W Associates <u>Redwood Empire</u>	Prashant Patel <u>Debra</u>	2891 County Rd 132 <u>6500</u>	<u>Rohnert Park</u>	MOUNT-GILEAD <u>Califo</u>	OHIO <u>94928-23</u>	42328-9529- (419) <u>707</u>
B/W <u>Dutch Valley</u> <u>Roseville</u> Inn	Shari Hospitality <u>LUCLY CHARM RK INVESTMENTS, LLC</u>	Manjula Patel <u>Ramesh Pitamber</u>	161 Bluebell Dr SW <u>220 Harding Blvd</u>	<u>Roseville</u>	NEW-PHILADELPHIA <u>C</u>	OHIO <u>95678-24 04</u>	44663-9669- (330) <u>916</u>
B/W Plus <u>North Canton Inn & Orchid</u>	SHREE KRISHNA <u>Amba Investments,</u>	Davang Patel <u>Ramesh</u>	6889 <u>130 N Sunrise Strip-</u>	<u>Roseville</u>	NORTH-CANTON <u>Calif</u>	OHIO <u>95661-29</u>	44720-7088- (330) <u>916</u>
B/W <u>Norwalk</u> B/W <u>Sycamore Inn</u>	Raffaele Hospitality LLC OXFORD MOTEL INN LIMITED PARTNERSHIP	George Ruta David Wespiser	251 Milan Ave 6 E Sycamore St	<u>NORWALK</u> <u>OXFORD</u>		OHIO OHIO	44857-1150-(419)- 45056-1313-(513)-
B/W Plus <u>Boardman</u> <u>Executive</u> Inn & Suites	VK INTERNATIONAL INC <u>H. Roger Wang, John Logg, R.J. Skip Ziccardi</u>	Ashok Kechhar <u>H. Roger Wang</u>	7400 Tiffany S <u>18880 Gale Ave</u>	<u>Rowland Heights</u>	POLAND <u>Calif ornia</u>	OHIO <u>91748-13 37</u>	44514-3907- (330) <u>626</u>
B/W <u>Port Clinton</u> <u>Sandman Hotel</u>	Goodnight Inn Inc <u>Sandman Property,</u>	Margaret Kelcey <u>Venu</u>	1734 E Perry <u>236 Jibboom St</u>	<u>Sacramento</u>	PORT-CLINTON <u>Calif</u>	OHIO <u>95811-01</u>	42452-1426- (491) <u>6</u>
B/W <u>St. Clairsville Inn & Suites</u> B/W <u>Blue Sandusky Hotel & Suites</u>	Blackpearl Hotels, Inc Modica Hospitality, LLC	Kishan Patel George Ruta	51654 National Rd 6011 Milan Rd	<u>SAINT-CLAIRSVILLE</u> <u>SANDUSKY</u>		OHIO OHIO	42950-9204-(740)- 44870-5860-(419)-
B/W <u>Plus Franciscan Square</u> <u>Capital City</u>	Good Venture Hllw <u>Wahe Sadguru, LLC</u>	Timothy Breed <u>Darshana</u>	200 Franciscan Square <u>15</u>	<u>Sacramento</u>	STEBENVILLE <u>C</u>	OHIO <u>95823-43</u>	42952-1792- (740) <u>916</u>
B/W <u>Plus Strongsville Cleveland</u> <u>Salinas Monterey Hotel</u>	Cleveland Strongsville Hospitality, LLC <u>Vinhaubi/Shalben Patel</u>	Saket Duggal <u>Vinubhai Shankarbhai Patel</u>	175471 Royalton Rd <u>Kern St</u>	<u>Salinas</u>	STRONGSVILLE <u>California</u>	OHIO <u>93905-20 16</u>	44136-5441- (440) <u>831</u>
B/W <u>Wapakoneta</u> <u>Salinas Valley Inn &</u>	WAPAKONETS HOSPITALITY LLC <u>Oh Family</u>	All Kholha <u>Daniel Oh</u>	10087 <u>Lunar Dr Kern St</u>	<u>Salinas</u>	WAPAKONETA <u>C</u>	OHIO <u>93905-20</u>	45895-9292- (483) <u>1a</u>
B/W <u>Park</u> <u>San Bernardino</u> Hotel	DATTA PROPERTIES <u>Belmont Caring</u>	Gurjeet Sidhu <u>Kajal Kalpesh</u>	136 N Park Ave <u>258 E</u>	<u>San Bernardino</u>	WARREN <u>Calif</u>	OHIO <u>92408</u>	44481-1104- (3a) <u>909</u>
B/W <u>Plus Wooster</u> <u>Yacht Harbor</u> Hotel	Sun Investment Group, LTD <u>OAK PARK</u>	Stephen Sun <u>Nicholas J.</u>	242 E Liberty <u>5005 N Harbor</u>	<u>San Diego</u>	WOOSTER <u>Cali</u>	OHIO <u>92106-23</u>	44691-4266-
B/W <u>B. R. Guest</u> B/W <u>Blue Ardmore Inn & Suites</u> B/W <u>Atoka Inn & Suites</u>	J S Zanesville, Inc Thakorji Hospitality, LLC Gangojee LLC	Sujay Mehta Sanjaykumar Patel Ashish Gandhi	4929 East Pike 2600 W Broadway 1010 S Mississippi Ave	<u>ZANESVILLE</u> <u>ARDMORE</u> <u>ATOKA</u>		OHIO OKLAHOMA OKLAHOMA	43701-8428-(740)- 73401-2531-(580)- 74525-2866-(580)-

Open Hotels as of 11/30/24

Hotel Name	Member-Entity	Franchisee Name	Member-Contact	Franchisee	Address	City	City/State	State/Province/Zip	Zip	Phone		
B/W ~~Kanocha Inn~~ Seven Seas	Jai Jalaram	Seven Seas Associates,	Tejas Gandhi	Joseph F.	1200 E Lansing St	411 Hotel Cir	San Diego	~~BROKEN-~~	OKLAHOMA	9210	74013-2099-	
~~Glö-Best-Western-Tulsa-Catoosa-East-Route-66~~	~~Catoosa-Investment-LLC~~		~~Neel-Jain~~		~~18711 E-Admiral-Pl~~	~~CATOOSA~~			OKLAHOMA	74015	~~(918)-~~	
B/W Plus ~~Chickasha Inn~~ Island Palms Hotel & Marina	~~NSK-LLC~~	BARTELL HOTELS, a California Limited Partnership	~~Pinakin Patel~~	Barbara Thompson	430 S.-Grand-Ave	2051 Shelter Island Dr	San Diego	CHICKASHA	Calif	OKLAHOMA	9210	73018 ~~(405)619~~
~~B/W-Plus-Choctaw-Inn-&-Suites~~	~~Choctaw-Hotel-LLC~~		~~Kenny-Patel~~		~~2651-Market-Blvd~~	~~CHOCTAW~~			OKLAHOMA	73030	~~(405)-~~	
~~B/W-Plus-Coweta's-151-Hotel~~	~~Preniv-LLC~~		~~Reena-Patel~~		~~13593-State-Highway-51-S~~	~~COWETA~~			OKLAHOMA	74420	~~7106 (918)-~~	
B/W Plus ~~Cushing~~ Bayside Inn-&-Suites	~~Cushing-Hospitality~~	TIC Bayside Inn,	~~Harish Patel~~	Aki	50855 E-Main	W Ash St	San Diego	CUSHING	Calif	OKLAHOMA	9210	74033-2737
~~B/W-Markita Inn~~	~~Markita-Inn,-Inc~~		~~Jim-Thorpe~~		~~2401-W-Main-St~~	~~DURANT~~			OKLAHOMA	74701	~~4818 (580)-~~	
~~B/W-El-Rene~~	~~Lucky-Star-Best~~	~~Western LLC~~	~~Brenda-Edwards~~		~~2701-S-Country-Club-Rd~~	~~EL-RENO~~			OKLAHOMA	73036	~~6116 (405)-~~	
B/W ~~Plus-Executive-Residency-Elk-City~~ San	~~Elk-City-Joseph-Investments~~	Pinnacle	~~Joshua-Joseph~~	Neil S. Patel	9310 S Meadow Ridge-		San Diego	~~ELK-CITY~~	Californ	OKLAHOMA	9212	73644-9732 ~~(858)~~
~~Glö-Best-Western-Enid-Ok-~~	~~Veerakshmi, LLC~~		~~Purvish-Kothari~~		~~123-W-Maine-Avenue~~	~~ENID~~			OKLAHOMA	73701	~~(580)-~~	
~~B/W-Eufaula Inn~~	~~Jala-Krupa-LLC~~		~~Vijay-Patel~~		~~1300-Birkes-Rd~~	~~EUFULA~~			OKLAHOMA	74432	~~4038 (918)-~~	
B/W Plus ~~Fairview Inn-&-Suites~~ Hacienda	~~Fairview~~	Hacienda Hospitality, L	~~Harish Patel~~	James Woo	802 N-Main	4041 Harney St	San Diego	FAIRVIEW	Calif	OKLAHOMA	9211	73737-1004 ~~(580)619~~
B/W ~~Timberidge~~ Americana Inn	~~RA-HARMON~~	MERCED MOTEL INVESTMENTS INC,	~~Rick-Harmon~~	Mahesh Patel	8130 S W 18th St	San Ysidro Blvd	San Diego	GROVE	Calif	OKLAHOMA	9217	74344-5358 ~~(618)9~~
B/W ~~Plus-Guymon-Hotel-&-Suites~~ Downtown	~~Kalpana~~	CABRILLO GARDEN INN	~~Rita-Patel~~	Pei-Lee Lin	1102 NE 6th	840 A St	San Diego	GUYMON	Calif	OKLAHOMA	9210	73042-4561 ~~(580)619~~
~~B/W-Lindsay Inn-&-Suites~~	~~Trustees-of-the-Combs-Family~~		~~Roger-Carlson~~		~~14114-Highway-19~~	~~LINDSEY~~			OKLAHOMA	73052	~~9311 (405)-~~	
~~B/W-Locust-Grove Inn-&-Suites~~	~~LOCUST-GROVE-HOSPITALITY-LLC~~		~~Priyam-Desai~~		~~106-Holiday Ln~~	~~LOCUST-GROVE~~			OKLAHOMA	73452	~~9016 (918)-~~	
~~B/W-Plus-Sand-Bass Inn-&-Suites~~	~~B-&-H-Hospitality-LLC~~		~~Bhवेश-Desai~~		~~827-South-First-Street~~	~~MADILL~~			OKLAHOMA	73446	~~2841 (580)-~~	
B/W Inn ~~Of-Moolestor~~ & Suites San Diego ? Zoo/SeaWorld Area	~~Dale-&-Florence-Friedstad~~	Pinnacle Hotel Circle, LP	~~Mark-Friedstad~~	Bharat K. Lall	12485 S George Nigh-	Hotel Circle Pl	San Diego	MCALESTER	Calif	OKLAHOMA	9210	74501-7303 ~~(618)9~~
~~B/W-Plus-Midwest-City Inn-&-Suites~~	~~DAX-INN-INC~~		~~Khandu-Patel~~		~~6701-Tinker-Diagonal~~	~~MIDWEST-CITY~~			OKLAHOMA	73110	~~2860 (405)-~~	
~~B/W-Greentree Inn-&-Suites~~	~~Radha-&-Krishna-Hospitality-LLC~~		~~Pramod-Patel~~		~~1811-N-Moore-Ave~~	~~MOORE~~			OKLAHOMA	73160	~~3668 (405)-~~	
~~B/W-Plus-The Inn-&-Suites At Muskogee~~	~~Grace-Hospitality-LLC~~		~~Swapnil-Patel~~		~~2701-Military-Blvd~~	~~MUSKOGEE~~			OKLAHOMA	74401	~~2362 (918)-~~	
B/W ~~Plus-Barcana~~ San Dimas Hotel &	~~Suraj-Inn~~	OM SHREE GANESHA	~~Bakul-Patel~~	Minal Ahir	74501 E A-Henderson Blvd	W	San Dimas	~~OKLAHOMA-CITY~~	Californ	OKLAHOMA	9177	73130-2432 ~~(490)9~~
~~B/W-Plus-Executive-Residency-Oklahoma-City~~	~~A-&-K-OKC-Hospitality-LLC~~		~~Harold-Smart~~		~~4750-S-1-35-Service-Rd~~	~~OKLAHOMA-CITY~~			OKLAHOMA	73120	~~7016 (405)-~~	
B/W ~~Plus-Memoria~~ Red Coach Inn-&-Suites	~~LMP-Hospitality~~	2930 El Camino, LLC	~~Dharmesh-Patel~~	Shailendra	1301 W-Memorial Rd	700 Eddy	San Francisco	~~OKLAHOMA-CITY~~	Californ	OKLAHOMA	9410	73114-1406 ~~(415)~~
B/W ~~Plus-Oklahoma-City-Northwest~~ Lanai Garden Inn & Suites	~~RSM-Hospitality, LLC~~	LANAI GARDEN CORPORATION	~~Mahesh-Patel~~	Ashok Thakrar	2811 NW-Expressway	1575 Tully Rd	San Jose	~~OKLAHOMA-CITY~~	Californ	OKLAHOMA	9512	73112-7048 ~~(408)929-848-1500~~
B/W Plus ~~Saddleback Inn-&-Conference~~	~~PLD-Hospitality~~	NIKKH, INC	~~Dennis-Dascario~~	Nitin Kumar	4300 SW-3rd St	2118 The	San Jose	~~OKLAHOMA-CITY~~	Californ	OKLAHOMA	9512	73108-1024 ~~(408)~~
B/W ~~Olmulgee~~ Capistrano Inn	~~Olmulgee-Inn-Venture, LLC~~	DC Properties	~~Ashokkumar-Ranchhod~~	Jignesh	2499 N-Wood Dr	27174 Ortega	OKMULGEE	San Juan Capistrano		OKLAHOMA	9267	74447-7915 ~~(918)49~~
B/W Plus ~~Pauls Valley~~ Royal Oak Hotel	~~HRP-Hospitality~~	DILOR, INC,	~~Mohammad-Hussain~~	Laurenne	2509 W-Grant-Ave	214	San Luis Obispo	~~PAULS-VALLEY~~	Califo	OKLAHOMA	9340	73075-9318 ~~(805)~~
~~B/W-Prime Inn-&-Suites~~	~~Hanuman-1-LLC~~		~~Jayesh-Patel~~		~~1702-N-Broadway-St~~	~~POTEAU~~			OKLAHOMA	74952	~~2621~~	
B/W ~~Seminole Inn & Suites~~ San Mateo - San Francisco Airport	~~Angel-Hospitality~~	Nirali Coyote Point LLC	~~Ankit-Patel~~	Pravin Punjiya	1528480 N Mill-Phillips Ave	Bayshore Blvd	San Mateo	SEMINOLE	Cali	OKLAHOMA	9440	74868-2329 ~~(4650)~~
~~B/W-Plus-Cimarron-Hotel-&-Suites~~	~~WA-B/W-Cowboys-LLC~~		~~Dylan-West~~		~~315-N-Husband-St~~	~~STILLWATER~~			OKLAHOMA	74075	~~5235 (405)-~~	
~~B/W-New Inn~~	~~Jai-Kuber-LLC~~		~~Jignesh-Patel~~		~~101-Reaser-Street~~	~~TAHLEQUAH~~			OKLAHOMA	74464	~~5728 (918)-~~	
~~B/W-Red-River Inn-&-Suites~~	~~RKBV-Lodging-Hospitality-LLC~~		~~Uresh-Patel~~		~~23106-Black-Jack-Rd~~	~~THACKERVILLE~~			OKLAHOMA	73450	~~0016 (580)-~~	
~~B/W-Airport~~	~~RDK-LLC~~		~~Dharmesh-Gandhi~~		~~232-N-Garnett-Rd~~	~~TULSA~~			OKLAHOMA	74116	~~6024 (918)-~~	
B/W Plus ~~Tulsa Inn-&-Suites~~ Orange	~~Char-S, LLC~~				~~2312-S-79th-East-Ave~~	2700 Hotel	Santa Ana	TULSA	Califor	OKLAHOMA	9270	74145-1317
~~B/W-Plus-Woodland-Hills-Hotel-&-Suites~~	~~RDKFM, LLC~~		~~Dharmesh-Gandhi~~		~~10142-E-52nd-St-S~~	~~TULSA~~			OKLAHOMA	74132	~~1528 (918)-~~	
~~B/W-Plus-Weatherford~~ North	~~Mark-Motor-Motel,-Inc-~~		~~Joe-Martin~~		~~525-E-Main-St~~			WEATHERFORD		OKLAHOMA		73096-5247 ~~(580)-~~
~~B/W-Stateline-Lodge~~	~~KNB-Hospitality, LLC~~		~~Kalpesh-Gandhi~~		~~273-S-Highway-58~~	~~WEST-SILOAM-SPRINGS~~			OKLAHOMA	74964	~~5004 (918)-~~	
B/W Plus ~~Wewoka~~ Pepper Tree Inn-&-Suites	~~Wewoka-Premier-Hospitality~~	3850 State	~~Harish-Patel~~	David S.	201 Commerce Dr	3850 State	Santa Barbara	WEWOKA	Calif	OKLAHOMA	9310	74884-4884 ~~(805)~~
B/W Plus ~~Oklahoma-City-Yukon~~ Santa	~~RJS-Motels~~	Encina Investments LLC	~~John-Kelly~~	Mark Weakland	11440 W-I-40 Service Rd	2220	Santa Barbara	YUKON	Califo	OKLAHOMA	9310	73099-5146 ~~(805)~~
~~B/W-Plus-Prairie-Inn~~	~~S-and-H-Hotel,-Inc-~~		~~Surinder-Singh~~		~~1100-Price-Rd-SE~~	~~ALBANY~~			OREGON	97322	~~7068 (541)-~~	
~~B/W-Windose Inn~~	~~Warren-Resort-Hotels-of-Ashland,-Inc-~~		~~Andrew-Warren~~		~~2520-Ashland-St~~	~~ASHLAND~~			OREGON	97520	~~1412 (541)-~~	
~~B/W-Columbia-River-Waterfront-Hotel-Astoria~~	~~Columbia-River-Hotel-Operations,-Inc~~		~~Jackie-Neves~~		~~2420-Leif-Erickson-Dr~~	~~ASTORIA~~			OREGON	97102	~~2425 (503)-~~	
~~B/W-Sunridge Inn-&-Conference-Center~~	~~Shiva-Property-S-LLC~~		~~Nishant-Khared~~		~~1-Sunridge-Ln~~	~~BAKER-CITY~~			OREGON	97814	~~2354 (541)-~~	

Open Hotels as of 11/30/24

B/W Inn	At-Face-Rock	<u>Santa Clara</u>	~~Bandon Inn-at-Face-Rock, LLC~~	<u>KPR</u>	~~David Nordahl~~	<u>Prakash Patel</u>	~~2325 Beach Loop Dr SW~~	<u>4341 El</u>	<u>Santa Clara</u>	~~BANDON~~	<u>Calif</u>	~~OREGON~~	<u>95051-</u>	~~97411-8808-~~ ~~(5408)~~
	~~B/W Plus Bend North~~		~~BHG Bend LLC~~		~~Bakulesh Patel~~		~~20615 Grandview Dr~~		~~BEND~~			~~OREGON~~	~~97201-8145~~	~~(541)~~
	~~B/W Plus Columbia River Inn~~		~~Wanapa Room Inc~~		~~Charles Hinman~~		~~735 WaNaPo St~~		~~CASCADE LOCKS~~			~~OREGON~~	~~97014~~	~~(541)~~
	~~B/W Holiday Hotel~~		~~LLERTIQC INC~~		~~Thomas Cottrell~~		~~411 N Bayshore Dr~~		~~COOS BAY~~			~~OREGON~~	~~97420-2311~~	~~(541)~~
	~~B/W Corvallis~~		~~EVENHAZER HOSPITALITY LLC~~		~~Young Kim~~		~~925 NW Garfield Ave~~		~~CORVALLIS~~			~~OREGON~~	~~97330-2115~~	~~(541)~~
	~~B/W Cottage Grove Inn~~		~~Snazmart Hospitality LLC~~		~~David Snazuk~~		~~1601 Gateway Blvd~~		~~COTTAGE GROVE~~			~~OREGON~~	~~97424-1394~~	~~(541)~~
	~~B/W Dallas Inn & Suites~~		~~El Onkar LLC~~		~~Parminder Singh Bassi~~		~~250 Orchard Dr~~		~~DALLAS~~			~~OREGON~~	~~97328-1148~~	~~(502)~~
	~~B/W New Oregon~~		~~CONNOR ENTERPRISES INC~~		~~David Connor~~		~~1655 Franklin Blvd~~		~~EUGENE~~			~~OREGON~~	~~97403-1982~~	~~(541)~~
	~~B/W Pier Point Inn~~		~~B/W Pier Point Inn, LLC~~		~~Daniel Carr~~		~~85635 Highway 101~~		~~FLORENCE~~			~~OREGON~~	~~97439-8501~~	~~(541)~~
B/W University Inn	& Suites	<u>Santa</u>	~~BDS LLC~~	<u>ASSTIK CORPORATION</u>	~~Scott Mary~~	<u>Paresh B. Patel</u>	~~2932 Pacific Ave~~	<u>1655 El</u>	<u>Santa Clara</u>	~~FOREST GROVE~~	<u>Califo</u>	~~OREGON~~	<u>95050-</u>	~~97116-2225-~~ ~~(5408)~~
	~~B/W Mt. Hood Inn~~		~~Base Camp, LLC~~		~~Nikhil Patel~~		~~87450 E Government Camp Loop~~		~~GOVERNMENT CAMP~~			~~OREGON~~	~~97028-0108~~	~~(502)~~
	~~B/W Grants Pass Inn~~		~~JENSEN OREHL PROPERTIES, LLC~~		~~Robert Jensen~~		~~111 NE Agness Ave~~		~~GRANTS PASS~~			~~OREGON~~	~~97526-2901~~	~~(541)~~
B/W Inn	At-The-Rogue		~~Vintage Hotels Inc~~	<u>Patel, Patel et al</u>	~~Tamara Bushnell~~	<u>Praful C.</u>	~~8950 Rogue River Hwy~~	<u>126</u>	<u>Santa Cruz</u>	~~GRANTS PASS~~	<u>Califor</u>	~~OREGON~~	<u>95060-</u>	~~97527-4277-~~ ~~(54831)~~
B/W	~~Hermiston~~	<u>Plus All Suites</u>	Inn	~~RADHA CORP~~			~~2355 S Highway 39~~	<u>500 Ocean St</u>	<u>Santa Cruz</u>	~~HERMISTON~~	<u>California</u>	~~OREGON~~	<u>95060-6602</u>	~~97828-9466-~~ ~~(54831)~~
	~~B/W Rory & Ryan Inns~~		~~Rory & Ryan Inns, LLC~~		~~Courtney Priday~~		~~524 Highway 20 N~~		~~HINES~~			~~OREGON~~	~~97738-9403~~	~~(541)~~
B/W Plus	~~Hood River Inn~~	<u>Big America</u>	~~Columbia Room Inc~~	<u>EDGEWATER INC.</u>	~~Charles Hinman~~	<u>Kenneth</u>	~~1108 E Marina Way~~	<u>1725 N</u>	<u>Santa Maria</u>	~~HOOD-~~		~~OREGON~~	<u>93454-</u>	~~97031-2378-~~
~~B/W John Day Inn~~			~~MAULIN~~	<u>AMERICA INC.</u>	~~Pravin Patel~~		~~215 W Main St~~			~~JOHN DAY~~		~~OREGON~~	~~97845-1028~~	~~(541)~~
B/W	~~Premier-Keizer/Salem Hotel~~	<u>Andersen's</u>	~~Keizer Hotel Corp~~	<u>Ranchhodrai Inc.</u>	~~Harpreet Chaudhary~~	<u>Dylan</u>	~~5188 Wittenberg Ln NE~~	<u>12367</u>	<u>Santa Nella</u>	~~KEIZER~~	<u>Califo</u>	~~OREGON~~	<u>95322-</u>	~~97903-4442-~~ ~~(52099)~~
B/W	~~Plus Olympic~~	<u>Garden</u>	Inn	~~BHG Klamath~~	<u>Garden Inn</u>	LLC	~~Bakulesh Patel~~	<u>Carl T.</u>	<u>Santa Rosa</u>	~~KLAMATH-~~		~~OREGON~~	<u>95404-</u>	~~97603-4600-~~
	~~B/W Plus Rama Inn & Suites~~		~~BGI RULG, Inc.~~		~~Bakulesh Patel~~		~~1711 21st St~~		~~LA GRANDE~~			~~OREGON~~	~~97850-2819~~	~~(541)~~
	~~B/W Newberry Station~~		~~Cassidy Bayou Partners II, LLC~~		~~Courtney Priday~~		~~16515 Reed Rd~~		~~LA PINE~~			~~OREGON~~	~~97229-0701~~	~~(541)~~
	~~B/W Lake Oswego/Portland Hotel & Suites~~		~~BHG&H B/WLO, LLC~~		~~Heetan Patel~~		~~14005 Bangay Rd~~		~~LAKE OSWEGO~~			~~OREGON~~	~~97035-2201~~	~~(502)~~
	~~B/W Skyline Motor Lodge~~		~~Lakeview Management, LLC~~		~~Subhash Patel~~		~~414 N G St~~		~~LAKEVIEW~~			~~OREGON~~	~~97630-1422~~	~~(541)~~
	~~B/W Premier-Boulder Falls Inn~~		~~Samaritan Enterprises, LLC~~		~~Joseph (Marty) Cahill~~		~~505 Mullins Dr~~		~~LEBANON~~			~~OREGON~~	~~97355-2997~~	~~(541)~~

Open Hotels as of 11/30/24

Hotel Name	Member-Entity	Franchisee Name	Member-Contact	Franchisee	Address	City	City	State	State/Province	Zip	Phone
B/W Plus Landmark Wine Country Inn & Suites		MAHADEV INVESTMENTS,	Ron Reynolds	Ramesh	4430 SE Highway 187 01	Hopper	Santa Rosa	LINCOLN	OREGON	95403-	97367-1544
B/W McMinnville Inn	Shreeji Hospitality Group	Santee Lodge	Kate	Neil Patel	2035 SW Highway 99 W 10726		Santee	MCMINNVILLE	C	OREGON	92071- (503)619
B/W Horizon Plus Inn	JENSEN OREHI PROPERTIES, LLC	Scotts Valley	Robert Jensen	Praful C.	1154 E Barnett Rd 6020		Scotts Valley	MEDFORD	Cali	OREGON	95066- (548)31
B/W Newberg Colonial Inn	YOGI KRUPA LLC	Merchant Valley	Champak Patel	Aamir	2311 Portland Rd 2799		Selma	NEWBERG	Cali	OREGON	93662- (503)59
B/W Plus Agate Beach Carriage Inn	RV Agate Beach	5525 Sepulveda LLC	Mark Hammer	John J.	2010 N Coast Hwy 5525		Sherman Oaks	NEWPORT	Cali	OREGON	91411- (548)18
B/W Inn & Posada Royale Hotel &	Northwest Hospitality	GOOD FAMILY	Simranjit Desai	Bong Je	251 NE Goodfellow St 1775		Simi Valley	ONTARIO	Calif	OREGON	93065- (805)44
B/W Plus Riverside Sonora Oaks Hotel & Conference Center	HEMSTREET DEVELOPMENT CORP.	MOUNTAIN INVESTMENTS LLC	Ramesh		1900 551 Clackamette Dr Hess Ave		Sonora	OREGON-CITY	Californ	OREGON	95370-9720 (520)9
B/W Pendleton Inn	BBB Lodging, LLC		Kamaljit Singh		400 SE Nye Ave		PENDLETON		OREGON		97801-4150 (541)
B/W Plus Portland Grosvenor Airport	Grosvenor Airport Way Investments		Mahendra Patel	Todd Werby	110 380 NE Airport		Portland South San Francisco		OREGON	94080-	97220-1078 (650)2
B/W Pony Soldier Inn - Airport	VIMA INVESTMENTS LLC		Kiranrai Amin		9901 NE Sandy Blvd		PORTLAND		OREGON		97220-3223 (503)
B/W Portland West Beaverton	Param Canyon LLC		Ganesh Ganpathe		9800 SW Canyon Rd		PORTLAND		OREGON		97235-2913 (503)
B/W Prineville Inn	Cassidy Bayou Partners, LLC		Courtney Briday		1475 NE 3rd St		PRINEVILLE		OREGON		97754-2905 (541)
B/W Plus Rama Heritage Inn	BGI RIRD, Inc	Atharwa Investments,	Bakulesh Patel	Ramesh	2630 SW 17th Pl 111 E March		Stockton	REDMOND	Cali	OREGON	95207- (544)209
B/W Saltaroon Inn & Suites Of Reedsport	Churi Hospitality	Reedsport LLC	Bhawna Churi		1400 Highway 101		REEDSPORT		OREGON		97467-1605 (541)
B/W Garden Villa Inn	AAS Galaxy Investments, Inc		Amarpreet Sandhu		760 NW Garden Valley Blvd		ROSEBURG		OREGON		97470-1919 (541)
B/W Oak Meadows Inn	Virk Investments, Inc		Amandeep Virk		685 E Columbia River Hwy		SAINT HELENS		OREGON		97061-2825 (503)
B/W Plus Mill Creek Inn	Mill Creek Inn, LLC		Steven Freeburg		2125 Ryan Dr SE		SALEM		OREGON		97301-5069 (503)
B/W Sandy Inn	SANDY INN OWNERS LLC		Meeta Patel		27465 Highway 26		SANDY		OREGON		97055-7307 (503)
B/W Plus Ocean View Resort	Seaside Resort Hotel LLC		Kyle Rolfe		414 N Prom		SEASIDE		OREGON		97138-6042 (503)
B/W Ponderosa Lodge	PONDEROSA LODGE INC.		Ashley Reed Okura		500 Highway 20 W		SISTERS		OREGON		97759-2631 (541)
B/W Grand Manor Inn	Dhalwal Inc.		Jasvir Dhalwal		921 Kruse Way		SPRINGFIELD		OREGON		97477-1074 (541)
B/W Plus Hartford Lodge	G-GRACE, LLC		Sung Oh		150 Myrtle St		SUTHERLIN		OREGON		97479-0492 (541)
B/W Plus Northwind Inn & Suites	Northwind Hospitality, Inc		Ishwar Bhawan		16105 SW Pacific Hwy		TIGARD		OREGON		97324-2440 (503)
B/W Cascade Inn & Suites	SWAMI SHREEN LLC		Jatin Patel		23525 NE Halsey St		TROUTDALE		OREGON		97060-2814 (503)
B/W Crater Lake Highway White City/Medford	Crater Lake Hotel Operations Inc.		Jackie Neves		2020 Leigh Way		WHITE CITY		OREGON		97502-1099 (541)
B/W Plus Parkway Silicon Valley Inn	Virk Silicon Valley Hospitality, Inc.		Amandeep Virk	Jayeshkumar I.	8815 SW Sun Pl 600 N		Sunnyvale	WILSONVILLE	C	OREGON	94085- (540)8
B/W Wilsonville Harbour Inn & Suites	Tan Deep LLC	Harbour Inn Group	Diptesh	Girish K. Patel	2021 16912 SW Beemer Ferry Rd Pacific Coast Hwy		Sunset Beach	WILSONVILLE	C	OREGON	90742 (503)62
B/W Woodburn	Nima Hospitality, LLC		Kiranrai Amin		2980 Tom Tennant Dr		WOODBURN		OREGON		97071-2828 (503)
B/W Plus Philadelphia Bensalem Hotel	Bensalem Hospitality LLC	DEEPA	Pinank	Kundan S. Patel	2490 Street Rd 203 S 6th St		Taft	BENSALEM	Cali	PENNSYLVANIA	93 19020-1542
B/W Garden Inn	Bentleyville Garden Inn		Kamlesh Gosai		101 Gosal Dr		BENTLEYVILLE		PENNSYLVANIA		15314-1040 (724)
B/W Inn At Blakeslee-Pocono	BLAKESLEE PROPERTIES	LODGING, LLC	Seham Patel		107 Parkside Ave			BLAKESLEE	PENNSYLVANIA		18610-2444 (570)
B/W Plus Bradford Inn	Bradford Motel Assoc.		Jeffrey Wilder		100 E Davis St		BRADFORD		PENNSYLVANIA		16701-2162 (814)
B/W Carlisle	AUM LLC		Milan Rathod		1155 Harrisburg Pike		CARLISLE		PENNSYLVANIA		17013-1669 (717)
B/W Chambersburg	PARASH, INC.		Vivendra Mehta		211 Walker Rd		CHAMBERSBURG		PENNSYLVANIA		17201-0708 (717)
B/W Plus Philadelphia Airport South At Widener	Pinnacle Holdings - W, LLC	& K KERN	Garry Hesselbacher	Joseph	14520 Providence Ave W		Tehachapi	CHESTER	Calif	PENNSYLVANIA	93 (661)2
B/W Plus Claris Summit Seranton	Claris Summit Hotels		Rakesh Patel		820 Northern Blvd		CLARIS SUMMIT		PENNSYLVANIA		18411-2229 (570)
B/W Plus Clearfield	SUPER 106 INC.		Muhammad Zahid		14424 Clearfield Shawville Hwy		CLEARFIELD		PENNSYLVANIA		16820-6132 (814)
B/W Plus Cranberry Pittsburgh North	Cranberry Inn LP		John Delozier		5001 Cranberry Springs Dr		CRANBERRY TOWNSHIP		PENNSYLVANIA		16066-6901 (724)
B/W Danville Country Inn	Danville Reno W Motel Investments,		Sanjay Patel	Nil Bhakta	125 Old Valley School Road 27706		Temecula	DANVILLE	Calif	PENNSYLVANIA	92 (953)1
B/W Dubois Hotel	Dubois Group LLC		Jonathan Reiss		81 N Park Pl		DU BOIS		PENNSYLVANIA		15801-2416 (814)
B/W Plus Harrisburg Mechanicsburg	Enola Hotels	Anay, LLC	Nandit Mehta	Amit Patel	4900 Woodland Dr 41841		Temecula	ENOLA	Califo	PENNSYLVANIA	92 (495)12
B/W Plus erie Thousand Oaks Inn &	Parash Patel Dorset Hospitality,	WESTCHASE MINI SUITES LLC	Min		8022 Oliver Rd 75 W		Thousand Oaks	erie	Californ	PENNSYLVANIA	91 16509
B/W Fort Washington Inn	WIMAR FW LP		Harish Surati		285 Commerce Dr		FORT WASHINGTON		PENNSYLVANIA		19024-2406 (215)
B/W Gettysburg	S-B-W Development Corporation		Nathan Mares		201 Steinwehr Ave		GETTYSBURG		PENNSYLVANIA		17325-2900 (717)
B/W Plus Concordville Hotel	MOTEL LIMITED		Steven Angeline		675 Conchostr Hwy		GLEN MILLS		PENNSYLVANIA		19343 (610)
B/W Grantville/Hershey	East Hanover Hotel Corp.		Girish Sheth		450 Station Rd		GRANTVILLE		PENNSYLVANIA		17028-9148 (717)
B/W Grove City Inn	Echonya Grove City Hotels LLC		Syed Akber		1024 Leesburg Grove City Rd		GROVE CITY		PENNSYLVANIA		16137-2354 (724)
B/W Harrisburg North	Susquehanna Motel Inc.		Girish Sheth		150 Nationwide Dr		HARRISBURG		PENNSYLVANIA		17110-0746 (717)

Open Hotels as of 11/30/24

B/W Plus Harrisburg East Inn & Suites	Hriday Hospitality LLC	Jigar Desai	1344 Eisenhower Blvd		HARRISBURG	PENNSYLVANIA	17311-3319 (717)-
B/W Premier The Central Hotel & Conference	East Park Inns	Susan Hatfield	800 E Park Dr		HARRISBURG	PENNSYLVANIA	17311-2807 (717)-
B/W Plus Hershey Avita Suites	Sweet Hotels, CLOCKTOWER INN	Anish Mike Patel	1800 E Chocolate Ave 3531	Torrance	HERSHEY Calif	PENNSYLVANIA 90	17033-1181 (717) 311-0
B/W Plus Intercourse Village Luxury Inn & Suites	KURTIS ADMINISTRATION CO. Clover Hotel	Kurtis Thomas Sandip Patel	2610 E Newport 811 Clover Rd	Tracy	INTERCOURSE C	PENNSYLVANIA 95	17534 (717) 209
B/W Plus The Inn At King Of Prussia, PA	Vista Truckee Tahoe, LLC	Amy Gencosa Juan Liaca	137 S Gulph 11331 Brockway	Truckee	KING OF PRUSSIA Calif	PENNSYLVANIA 96	19406-3103 (610) 530
B/W Plus Town & Country Cupboard	COUNTRY CUPBOARD INN Jackson Tsai &	Christopher Baylor Jackson	7701 West Branch Highway 1051	Tulare	LEWISBURG Cal	PENNSYLVANIA 93	17837-6851 (570) 59
B/W Lock Haven Orchard Inn	THE JEL CORPORATION KHATRI BROTHERS PARTNERSHIP	Ronald Pete Pranita Khatri	101 E Walnut St 5025 N Golden State Blvd Turlock		LOCK HAVEN Califo	PENNSYLVANIA 95	17745-3521 (570) 209
B/W Hunt's Landing Hotel Matamoras/Milford	Hunts Landing Corp	Ashvi Patel	120 Routes 6 & 209		MATAMORAS	PENNSYLVANIA	18236-2056 (570)-
B/W Nittany Inn Milroy	Milroy Hospitality LLC	Ajit Smith	5 Commerce Dr		MILROY	PENNSYLVANIA	17063-8104 (717)-
B/W Plus New Cumberland Heritage Inn & Suites	NAMAN HOSPITALITY, L R & P	Nandit Mehta Kusum R.	702 Limekiln Rd 1420 E Monte	Vacaville	NEW CUMBERLAND C	PENNSYLVANIA 95	17070-3315 (717) 07
Historic Revere Tavern, Inc. B/W Plus Revere	Valencia/Six Flags Inn & Suites Excel	James Cosgrove Neil S. Patel	3063 Lincoln Hwy E (US 30) 27513	Valencia	PARADISE Calif	PENNSYLVANIA 91	17562-9651 (717) 661
B/W Plus Philadelphia Convention Center Hotel at	Lams Investment Group, Ventura B.V.	Yuchit Lam Juan Liaca	1325 Vine St 708 E	Ventura	PHILADELPHIA C	PENNSYLVANIA 93	19107-1111 (215) 805
B/W Plus Wilkes-Barre Scranton Airport Hotel	Jaal Santoshi LLC	Rakesh Patel	30 Concorde Dr		PITTSBURGH	PENNSYLVANIA	15241-2216 (570)-
B/W Plus Executive Residency Pottstown	Rams Hospitality LLC	Amit Patel	1600 Industrial Hwy		POTTSTOWN	PENNSYLVANIA	19464-3268 (610)-
B/W Plus Executive Inn	Shiva Luxmi Inc	Anuj Patel	1002 Earth Rd		SAINT MARYS	PENNSYLVANIA	15857-3849 (814)-
B/W Grand Executive Residency by Best Western Victoryville Inn	SAT KAIWAH LLC Hotel Extended Studio	Suhan Shivam Patel	255 Spring St 14786 Monarch Blvd	Victorville	SAVRE Califor nia	PENNSYLVANIA 92	18940-1008 (609) 760 888-7741 843-380
B/W Plus Reading Inn & Suites	KRISHNA INVESTMENT LLC	Vinay Shah	2299 Lancaster Pike		SHILLINGTON	PENNSYLVANIA	19607-3380 (610)-
B/W Shippensburg Hotel	HARI RAM NAM, INC	Nandit Mehta	125 Walnut Bottom Rd		SHIPPENSBURG	PENNSYLVANIA	17257-8131 (717)-
B/W Plus University Park Inn & Suites	HOSPITALITY LODGING INVESTORS III, LP	John Delesier	115 Premiere Dr		STATE COLLEGE	PENNSYLVANIA	16801-7329 (814)-
B/W Plus Pocomoke Hotel	PREMIER LODGE INC	Sanjiv Gosain	2647 Route 715		TANNERSVILLE	PENNSYLVANIA	18372-7882 (570)-

Open Hotels as of 11/30/24

Hotel Name	Member-Entity	Franchisee Name	Member-Contact	Franchisee Contact	Address	City	State	City, ZIP	State/Province- ZIP
B/W Plus Wilkes-Barre Center City Visalia	DELL LIMITED	Karvins Hospitality	Gus Geneth	Andy N.	27 E Market St 9300 W	Visalia	California	WILKES-BARRE 93	PENNSYLVANIA
B/W Westgate Plus Wasco Inn &	1415 KENNETH	KAAJAL LLC	Hemal Shah	Sohan S. Patel	170415 Kenneth Rd Highway	Wasco	California	YORK 93280-12	PENNSYLVANIA
B/W Airport Rose Garden Inn	Ocean State Hotels	Aspromonte Inns	Mahesh Patel	Dan J.	2128 Post Rd 740 Freedom	Watsonville	California	WARWICK 95076	RHODE-ISLAND
B/W Plus West Greenwich Covina Inn	MEHBOOB LLC	West Covina 1 Hotel	Mohamed Ganche	Karena	99 Noeseneck Hill Rd 3275 E	West Covina	California	WEST-GREENWICH 9179	RHODE-ISLAND
B/W Sea Island Westminster Inn	SEA ISLAND MOTEL	SANAMA L.L.C.	Mary Trach	Maha Shah	1015 Bay St 5755	Westminster	California	BEAUFORT 9268	SOUTH CAROLINA-29902-5514
B/W Charleston Palm Garden Inn	West Ashley B/W Hospitality	Twin	Chirag Patel		1365409 Savannah Hwy Beach	Westminster	California	CHARLESTON 926	SOUTH CAROLINA-29407-7845
B/W Plus Clemson Hotel & Conference-	Raj Guru Hotels, LLC	Individual	Raj	Sudhaben C. Patel	1310 Tiger Blvd 1777 S Main	Willits	California	CLEMSON 95490	SOUTH CAROLINA-29631-1114
B/W Executive Willows Inn & Suites	SHREEOM	B & S HOSPITALITY INC.	Satish	Suresh C. Patel	1720 Bush River Rd 475 N	Willows	California	COLUMBIA 9598	SOUTH CAROLINA-29310-6812
B/W Plus Columbia North East Worldport Hotel Los Angeles	Two Notch Hospitality	Win-Win Hotel Investment Partnership, LLC	TD	Ishwar Naran Rick Chung-Yung Wang	7525 Two Notch Rd 1402 W Pacific Coast Hwy	Wilmington	California	COLUMBIA 9074 4-1803	SOUTH CAROLINA-29223-6319
B/W Inn	Blue Sky Hospitality LLC			Katul Patel	1808 W Lucas St	FLORENCE	SOUTH CAROLINA	29501-1330 (843) 678-9393	
B/W Carewinds Shadow Inn	VENUS TDG INC	Shadow Oaks	Ganesh Rambha	Bharat Jivan	2675 Foothills Way 584 N East	Woodland	California	FORT-MILL 95776-61	SOUTH CAROLINA-29708-9299
B/W Greenville Airport Woodland Hills Inn	BAKOR INVESTMENTS VENTURA INC	Hospitality Group LLC	Muhammad Choudhry	Hina Parmar	5009 Pelham Rd 21830 Ventura Blvd	Woodland Hills	California	GREENVILLE 9136 4-1837	SOUTH CAROLINA-29615-5465
B/W Plus Greenville 1285 Inn & Suites	Greenville Hotel Partners, Inc		Vijay Patel		821 Congaree Rd	GREENVILLE	SOUTH CAROLINA	29607-3521 (864) 288-6231	
B/W Plus Hardeeville Inn & Suites	Vaishu Kinn Hardeeville LLC		Ketankumar Patel		18102 Whyte Hardee Blvd	HARDEEVILLE	SOUTH CAROLINA	29927-6446 (843) 794-2121	
B/W Magnolia Miner's Inn And Suites	SAA	Miner's Inn LLC	Shafali Desai	Kirti Krishna	747 Treeland Dr 122 E Miner	Yreka	California	LADSON 96097-	SOUTH CAROLINA-29456-3631
B/W Executive Yuba City Inn	MG Hotel Latta, LLC	SUTTER HOTEL	Ghanshyam Parmar	Kishan	1524 Highway 3 894 W	Yuba City	California	LATTI 95991-3	SOUTH CAROLINA-29565-4235
B/W Plus Lexington Inn	Ayaan Hospitality LLC		Shamir Patel		601 Columbia Ave	LEXINGTON	SOUTH CAROLINA	29072-2667 (803) 256-8200	
B/W Patriots Point	4PR INC		Ritesh Mohan		259 McGrath Darby Blvd	MOUNT	SOUTH CAROLINA	29464-2983 (843) 971-7070	
B/W Plus Myrtle Beach @ Intracoastal	JM Lodging LLC		Jeffrey Wilder		9551 N Kings Hwy	MYRTLE BEACH	SOUTH CAROLINA	29573-4005 (843) 213-1440	
B/W Airport Inn & Suites	Astha Group LLC		Hitesh Patel		2470 Prospect Dr	NORTH	SOUTH CAROLINA	29406-4432 (843) 574-0911	
B/W Ocean Sands Beach Resort	McGonigal Investment Group, LLC		Barbara McGonigal		1525 S Ocean Blvd	NORTH MYRTLE	SOUTH CAROLINA	29582-2932 (843) 272-6101	
B/W Powleys Island Alamosa Inn	Magnolia	MDR Hospitality LLC Inc.	Kamlesh Kumar	Atul Shah	11445 Ocean Hwy 2005 Main	Alamosa	Colorado	PAWLEYS-ISLAND 81101-2	SOUTH CAROLINA-29585-7093 (843)
B/W Plus Greenville South Gateway Inn	Shakti Corporation of Georgia	Colorado	George	Hitesh Lalubhai	7800 Kalyns Way S Abilene	Aurora	Colorado	PIEDMONT 8001	SOUTH CAROLINA-29673-6750
B/W Rock Hill	Rock Hill Hospitality, LLC			Hitesh Patel	888 Riverview Rd	ROCK HILL	SOUTH CAROLINA	29720-2742 (803) 980-0400	
B/W Plus Santee Brighton Inn	THREE D	Brighton Inn, Inc LLC	Vicki Mellette Quate	Warren J.	9050 Old Number Six Hwy 15151	Brighton	Colorado	SANTEE 80601-7	SOUTH CAROLINA-29143
B/W Seneca Clemson Vista Inn	B & J Sk INC	KRSNA LLC	Mehul Patel	Carolyn E.	511 Byp 733 US Highway	Buena Vista	Colorado	SENECA 81211	SOUTH CAROLINA-29678-0945 (864)
B/W Plus Spartanburg	Palmetto State Hospitality LLC		Derrick Norris		125 Sloane Garden Rd	SPARTANBURG	SOUTH CAROLINA	29316-1920 (864) 698-0000	
B/W Spartanburg Northwest	RS Hotel, LLC		Derrick Norris		110 Mobile Dr	SPARTANBURG	SOUTH CAROLINA	29303-2025 (864) 585-2400	
B/W Travelers Rest/Greenville	Gta Enterprise LLC		Minesh Patel		110 Hawkins Dr	TRAVELERS REST	SOUTH CAROLINA	29690-8868 (864) 824-7040	
B/W Of Walterboro	Chelsea Hospitality, LLC		Sunny Raman		1428 Sniderse Hwy	WALTERBORO	SOUTH CAROLINA	29488-8417 (843) 538-2600	
B/W Point South	PARR 4 Hospitality, LLC		Rajan Kapadia		2535 Point South Drive	YEMASSEE	SOUTH CAROLINA	29945-8516 (843) 736-8101	
B/W Ramkota Hotel	THE RAMKOTA COMPANIES INC.		Janet Grunewaldt		1400 8th Ave NW	ABERDEEN	SOUTH DAKOTA	57401-2602 (605) 230-4040	
B/W Lee's Motor Inn	BUILDING MATERIALS INC.		Steven Schoenhard		220 W King Ave	CHAMBERLAIN	SOUTH DAKOTA	57325-1560 (605) 234-5575	
B/W Buffalo Ridge Inn	Bruce Tenn LLC		Michael Tennyson		310 W Mount Rushmore Rd	CUSTER	SOUTH DAKOTA	57730-1938 (605) 673-2275	
B/W Golden Spike Plus Carousel Inn &	Nexus Hospitality	Venus Hotels LLC	Suresh Sur	Minakshi Ashra	6015 E Main S Lincoln St	Burlington	Colorado	HILL-CITY 80807-11	SOUTH DAKOTA
B/W Of Huron	Vishveshwara LLC		Akash Chaudhari		2000 Dakota Ave S	HURON	SOUTH DAKOTA	57350-4037 (605) 352-2000	
B/W Plus Lakeview Hotel Canon City	Madison Hospitality	Latigo Lane Investment Group, LLC	Ronald Howe	Stephen A Henderson	456 SE 12th St 110 Latigo Ln	Canon City	Colorado	MADISON 81212 -8101	SOUTH DAKOTA-57043
B/W Graham'S	Mahantay Murdo LLC		Yoginkumar Patel		201 W 5th St	MURDO	SOUTH DAKOTA	57559 (605) 669-2441	
B/W Plus Rapid City Rushmore Castle	Black Hills Motel Development, Inc	GOPALA	Lawrence Henjum	Dipak Gopal	3733 Eglin St 595 Genoa Way	Castle Rock	Colorado	RAPID-CITY 80109-19	SOUTH DAKOTA

Open Hotels as of 11/30/24

B/W <u>Ramkota Hotel</u> <u>Grande River Inn &</u>	Regency Inns Management Inc. <u>KB Clifton</u>	Janet Grunewald <u>Rajesh</u>	3111 N LaCrosse St. <u>3228 I-70</u>	<u>Clifton</u>	<u>Colorado</u>	RAPID- CRM: <u>81520-76</u>	<u>SOUTH- DAKOTA</u>
B/W Empire Towers	Sioux Falls Holdings LLC	Chetan Patel	4100 W Shirley Pl	SIoux FALLS	SOUTH DAKOTA	57106-0302 (605) 361-3118	
B/W Plus Ramkota Hotel	THE RAMKOTA COMPANIES INC.	Janet Grunewald	3200 W Maple St	SIoux FALLS	SOUTH DAKOTA	57107-1302 (605) 336-0650	
G16 Best Western Dawley Farms In Sioux Falls	Dawley Farms Hospitality	Brian Kern	1211 S Darryl Pl	SIoux FALLS	SOUTH DAKOTA	57110 (605) 375-4000	
B/W Black Hills Lodge	Northern Hills Hospitality LLC	William Collins	540 E Jackson Blvd	SPEARFISH	SOUTH DAKOTA	57783-3304 (605) 642-7205	
B/W Vermillion Inn	Vermillion Motel, Inc.	Joseph Eckert	701 W Cherry St	VERMILION	SOUTH DAKOTA	57069-1130 (605) 624-8223	
B/W Plains Motel	MLB of Wall, LLC	Matthew Anderson	712 Glenn St	WALL	SOUTH DAKOTA	57290-0393 (605) 270-1145	
B/W Watertown Inn And Suites	Watertown Lodging Group LLC	Nate Kessler	3904 9th Ave SE	WATERTOWN	SOUTH DAKOTA	57301-9104 (605) 882-3636	
B/W Kelly Inn	Kelly Midwest Ventures LP	Brenda Schmidt	1607 E Highway 50	YANKTON	SOUTH DAKOTA	57078-6406 (605) 665-2906	
B/W Knoxville Airport/Alcoa	Shree Ganeshai Namah Corp.	Rajesh Tailor	162 Cusiak Rd	ALCOA	TENNESSEE	37701-3126 (865) 273-2800	
B/W Plus Executive Residency Nashville	NBH Partnership	Hiran Patel	510 Collins Park Dr	ANTIOCH	TENNESSEE	37013-2108 (615) 645-0151	
B/W Brentwood	Mantra Hotel LLC	Mala Jobalia	5581 Franklin Pike Cir	BRENTWOOD	TENNESSEE	37027-4363 (615) 372-8585	
B/W Home Place Inn	THOMPSON DEVELOPMENT LLC	Ben Thompson	170 Highway 641 N	CAMDEN	TENNESSEE	38320-1328 (731) 584-2222	
B/W Heritage Inn	AKR Host LLC	Kabiruddin Popotiya	7641 Lee Hwy	CHATTANOOGA	TENNESSEE	37421-1027 (423) 899-2211	
B/W Royal Inn	AAXAT LLC	Jenishkumar Patel	2644 Cummings Hwy	CHATTANOOGA	TENNESSEE	37410-2313 (423) 831-6840	
B/W Plus Atrium <u>Executive Inn &</u>	Gateway Hospitality Holdings <u>BW Harrison</u>	Kunal Shah <u>Franzuas Moser</u>	275 Alfred Thun <u>1440</u>	<u>Colorado Springs</u>	<u>Colorado</u>	CLARKSVILLE <u>809</u>	TENNESSEE <u>37040-6204</u>
B/W Plus <u>Magnolia Peak Vista Inn &</u> Suites	Jayesh Patel Savan <u>BW Monument Hotel Owner, LLC Franzuas Moser</u>		107 Interstate <u>7265</u> <u>Commerce Center Dr NW</u>	<u>Colorado Springs</u>	<u>Colorado</u>	CLEVELAND <u>8091</u> <u>9-2635</u>	TENNESSEE <u>37312-2642</u>
B/W Thunderbird Motel	Saffron B/W, LLC	Hinal Shah	900 S Jefferson Ave	COOKEVILLE	TENNESSEE	38501-0953 (931) 526-7115	
B/W Dayton	MARUTI ENTERPRISES LLC	Vimal Patel	7825 Rhee County Hwy	DAYTON	TENNESSEE	37321-7923 (423) 775-6660	
B/W Dickson	Gokul Lodging LLC	Pinal Patel	2328 Highway 46 S	DICKSON	TENNESSEE	37055-9558 (615) 446-0541	
B/W Fayetteville Inn	ROOJA TRADING LLC	Dinesh Patel	3021 Thornton Taylor Plwy	FAYETTEVILLE	TENNESSEE	37324-2664 (931) 433-0100	
B/W Franklin Inn	MPNS HOTELS LLC	Nichith Jobalia	1208 Murfreesboro Rd	FRANKLIN	TENNESSEE	37064-2041 (615) 790-0570	
B/W Plus Executive Residency.	Madison County Lodging <u>Fillmore Inn</u>	Bhupender Patel <u>Tyler Walters</u>	3443 Christmasville Cove <u>3150 N</u>	<u>Colorado Springs</u>	<u>Colorado</u>	JACKSON <u>80907-</u>	TENNESSEE <u></u>
B/W Kimball <u>Fillmore Inn</u>	Kamala General Partnership	Danish Patel	205 Kimball Crossing Dr			KIMBALL	TENNESSEE <u></u>
B/W Knoxville Suites - Downtown	Sai Bapa Inc.	Sunil Patel	5317 Pratt Rd	KNOXVILLE	TENNESSEE	37913-2206 (865) 687-8022	
B/W Plus Knoxville Cedar Bluff	Cedar Bluff Lodging	Akshay Hira	420 N Peters Rd	KNOXVILLE	TENNESSEE	37922-2322 (865) 539-0058	
B/W Plus Strawberry <u>Turquoise Inn &</u>	SOUTHERN HOTELS	Chetan Chohan <u>Purvish Soni</u>	7260 Saddlerac <u>535 E Main St</u>	<u>Cortez</u>	<u>Colorado</u>	KNOXVILLE <u>8132</u>	TENNESSEE <u>37914-9576</u>
B/W Sevierville/Kodak Inn	407 Lodging Inc.	Neel Patel	2285 Winfield Dunn Plwy	KODAK	TENNESSEE	37764-1540 (865) 401-2725	
B/W Plus Lawrenceburg	Duke & Gobble Properties	Ernest Hight	One Western Way	LAWRENCEBURG	TENNESSEE	38464 (931) 244-7446	

Open Hotels as of 11/30/24

Hotel Name	Member-Entity	Franchisee Name	Member-Entity	Franchisee Contact	Address	City	City	State	State/Province	Zip	Phone
B/W McKenzie B/W Tree City Inn	SHRI HARI PROPERTIES INC SRI RAM INC				Pankil Patel Keval Sheth	16180 Highland Dr 809 Sports St	MCKENZIE MCMINN	TENNESSEE TENNESSEE		38201-2055 (731) 37110-2631 (931)	
B/W Plus Galleria Inn & Suites Deer Park	Heaven MPP Hospitality LLC	Craig	Krishna Patel	Vamsidar	8625 US Highway 2642	Craig	MEMPHIS Color	TENNESSEE	8162	38133-4133 (970)	
B/W Plus Gen X Inn B/W Plus Morristown Conference Center Hotel B/W Murfreesboro	Jagruti Bhildha Jubilee Hospitality Group, LLC B. R. & K., LLC		Jagruti Bhildha Shamshuddin Jamani Rajendra Patel		1177 Madison Ave 130 Cracker Rd 168 Chaffin Pl	MEMPHIS MORRIST MURFREES	TENNESSEE TENNESSEE TENNESSEE		38104-2302 (901) 37813-2964 (423) 37139-6901 (615)		
B/W Plus Belle Meade Inn & Suites B/W Plus Executive Residency Nashville Premier	Jai Boloji LLC SAI Hotel	Peoria Hospitality, LLC	Sailesh Patel Samir Zaveri	Sharjeel	5600 O'BRIEN AVE 13 2401 11 Brick Church	Denver	NASHVILLE NASHVILLE Colo	TENNESSEE TENNESSEE	8023	37207-4405 (615) 303	
B/W Plus Music Row B/W Plus Nashville Airport Vib Hotel by Best Western Denver RiNo	RNA LLC Habanero Partners,	Denver 3560, LLC	Pareesh Patel Gipfert	Jennifer K.	1407 Division St 911 Airport Center Dr 3560 Brighton Blvd.	Denver	NASHVILLE NASHVILLE Colo	TENNESSEE TENNESSEE	8021 6	37214-3765 (615) 720	
B/W Plus Sunrise Inn Ptarmigan Lodge	Sai Days Investment	RSS	Sanjay Patel	Anna Staszal	82652 Murfreesboro Pike Lake	Dillon	NASHVILLE Colo	TENNESSEE	8043	37217-1139 (615) 970	
B/W Suites Near Opryland Gib Best Western Nashville	KENTEN ENTERPRISE, LLC Music City Airport Hospitality, LLC		Shantilal Hari Vishal Banker		201 Music City Cir 425 Glendonbury Rd	Denver	NASHVILLE NASHVILLE	TENNESSEE TENNESSEE		37214-1330 (615) 37217-5002 (615)	
B/W Newport Plus Rio Grande Inn	MICHAEL SHULAR McCallister Rio Grande Investments, LLP		Glenna Houton Wait	Marci Lynn	1015 Cosby Hwy 400 E 2nd Ave	Durango	NEWPORT ado	Color	TENNESSEE 1-5602	8130 (423) 970	
B/W Plaza Inn Plus Eagle/Vail Valley	PLAZA MOTEL INC CSS, Warner Eagle		Dwayne Ogile	Alex Cerda	2755 Parkway 200 Loren Ln	Eagle	PIGEON FORGE Colora	TENNESSEE	8163	37863-3813 (865) 970	
B/W Plus Apple Valley Lodge Pigeon Forge Silver Saddle Inn	Shiv Ram Pigeon Forge Inc SILVER SADDLE OF ESTES LLC		Kenil Patel	Bryan Burke	1949 Parkway 1260 Big Thompson Ave	Estes Park	PIGEON- FORGE Colora	TENNESSEE	8051 7-8929	37963-4903 (865) 970	
B/W Toni Inn B/W Shelbyville Inn And Suites Celebration Inn	Toni Inn, LLC Kensie Shah LLC		Dwight Ogile Kevin Shah		2810 Parkway 724 Madison St		PIGEON- SHELBYVILLE	TENNESSEE TENNESSEE		37863-3816 (865) 37160-2510 (931)	
B/W Spring Hill Firestone Inn & Suites	J&D Inc LONGMONT BUSINESS		Keyur	Ramesh Patel	104 Kedron Plwy 11228	Firestone	SPRING- FORGE	TENNESSEE	8050	37174-2458 37882-4037 (865)	
B/W Cades Cove Inn B/W Inn	HMF Lodging, Inc PARTNERS		Hiran Patel		7824 E Lamar		TOWNSEN	TENNESSEE		37398-1144 (931)	
B/W Abilene University Inn & Suites	Rajchandra Corp CKBuxton Hotel Inc, LLC		Rajendra Bhakta Joel Kular	Ashley Stiles	1602 Dinah Shore Blvd 350 W Overland Tr 914 S	Fort Collins	WINCHESTER ABILENE Colora	TENNESSEE TEXAS	80524-3	79601-1630 (325) 970	
B/W Plus Amarillo East Hotel B/W Plus Medical Center Hotel Kiva Inn	Ross Lodging LLC Vasrim, Inc	NBA HOSPITALITY INC.	Usha Bhakta Munir Sindha	Rajesh Sarda	1505 Ross St 7410 W Amarillo Blvd 1638 E	Fort Collins	AMARILLO	Colo	TEXAS	80524-3	79106-7836 (970) 6
B/W Santa Fe B/W Angleton Inn B/W Anthony West El Paso	AVKES II LLC MSDN HOSPITALITY LLC Sun City Hospitality LLC		Rakesh Bhagat Dipmala Patel Dhruv Bhakta		4600 I-40 E 1809 N Velasco St 8401 S Desert Blvd		AMARILLO ANGLETO ANTHONY	TEXAS TEXAS TEXAS		79103-6300 (806) 72515-2014 (979) 79821-5200 (915)	
B/W Plus Royal Mountain Overland Inn & Suites	FM Legacy	Fort Morgan	Faizal Nisar	Jennifer K.	181410 State Highway 31	Fort Morgan	ATHENS Colora	TEXAS	80701-4	75751-5402 (970)	
B/W Pineywoods Inn Alden By Best Western Austin City Hotel	Threedev LLC Lotus Hotels, Inc.		Dharmesh Patel Santosh Khanjee		206 US Highway 59 2200 S IH 35		ATLANTA AUSTIN	TEXAS TEXAS		75551-2014 (903) 78704-4436 (512)	
B/W Plus Austin Airport Inn & Suites Antlers at	Moonlight Hospitality Group,	RHI 1	Bhargav Madhani	Collin M.	1805 Airport Commerce Dr 171 W	Glenwood	AUSTIN Colora	TEXAS	81601-2	78741-4538 (512) 970	
B/W Plus Austin Central B/W Plus Executive Residency Austin Round B/W Bandera Suites & Saloon B/W Bastrop Pines Inn	919 E Keenig Lane Owner LLC 28 Hospitality, LLC Main Street Shops and Lofts, Ltd. KAMRAJ LLC		Alan Mindel Neil Patel Kevin Hillehey Vaena Tewani		919 E Keenig Ln 2021 Cheddar Loop Rd 711 Main St 107 Hunters Crossing		AUSTIN AUSTIN BANDERA BASTROP	TEXAS TEXAS TEXAS TEXAS		78751-1504 (512) 78738 (820) 78602-3887 (512)	
B/W Plus Bay City Inn & Suites Denver	Bapu Hospitality	Ephesians 320	Niraj Patel	Sean Keating	1501 59 7th St W Colfax	Golden	BAY- CITY Colorado	TEXAS	80401-4	72414-4851 (970) 303	
B/W Plus Executive Residency Baytown B/W Plus Waco North	Lenestar Joint Venture, LLC BDR Waco Investments, Inc.		Falgun Desai Dipak Patel		4602 East Fwy 1502 Interstate 35 N		BAYTOWN BELLMEA	TEXAS TEXAS		77520-8568 (832) 76705-2467 (254)	
B/W Plus Big Lake Inn Greeley	BL West Texas Group,	Keystone JS LLC	Banlim Patel	Mary	1401 E US Highway 67 2563 W	Greeley	BIG- LAKE Colorad	TEXAS	80631-8	76933 (325) 970	
B/W Palace Inn & Suites B/W Boerne Inn & Suites	B/W BIG SPRINGS, LLC DATA LLC		Milan Patel Bipin Patel		915 Lamesa Hwy 26756 Interstate 10 W		BIG- BOERNE	TEXAS TEXAS		78720-1108 (432) 78006-2557 (830)	
B/W Plus Bonham Hudson Hotel &	BestBon Hospitality	KA Midvale Hotel	G.K. Reddy	Rajesh	1051 GK Reddy Ave 301 E	Hudson	BONHAM Color	TEXAS	80642-5	75418 (303)	
B/W Burger Inn Bowie Inn & Suites Denver Southwest	Om Ice LLC Raj & Sons Jay Patel	JEFFERSON HOSPITALITY LTD Greg			900 US Highway 282 3440 S Vance St	Lakewood	BOWIE do	Colora	TEXAS	80227-5150	76230-5963 (94) 303
B/W Brady Inn B/W Inn Of Bonham B/W Coprock Inn B/W Plus Riata	REDN LP BRAMMYOT LLC Shreeji Corporation B/W Brownwood LLC		Rupal Patel Ashit Patel Rajesh Patel Jayanth Kumar Patel		2200 E Bridge St 1503 Highway 290 E 231 Lubbock Rd 504 W Commerce St		BRADY BONHAM BROWNS BROWNW	TEXAS TEXAS TEXAS TEXAS		76835-7443 (325) 78023-6930 (970) 79316-2651 (806) 76801 (325)	

Open Hotels as of 11/30/24

B/W Premier Bryan College Station	NLE Bryan Hotel LLC	Blake Lugach	1000 Austin's Colony-	BRYAN	TEXAS	77802-2227 (070)
B/W Plus Buda Austin Inn & Suites <u>Limon</u>	Buda Austin <u>Lincoln</u> Hospitality, LLC	Vijay Desai <u>Steve Sparks</u>	15205 E HW 35 Bldg 900 <u>2510 6th</u>	<u>Limon</u>	BUDA <u>Colorado</u>	TEXAS <u>80828</u> 78610-5883 (57129)
B/W Plus <u>Burleson Inn & Suites</u> <u>Boulder</u>	Dayal <u>Louisville</u> Hospitality, <u>Group</u>	Shailesh <u>Dipak</u> Patel	54960 Memorial Dr <u>W Dillon</u>	<u>Louisville</u>	BURLESON <u>Colo</u>	TEXAS <u>80027-9</u> 76028-4910 (817303)
B/W Post Oak Inn	ARV INC	Rakesh Patel	902 Buchanan Dr	BURNET	TEXAS	78611-2225 (512)
B/W Oasis Inn	Athens Hospitality LP	Dilip Patel	202 S 2nd St	CANADIA	TEXAS	79014-2505 (806)
B/W Canton Inn	ADHYA Hotels, LLC	Akash Patel	2351 N Trade Days Blvd	CANTON	TEXAS	75102-0708 (902)
B/W Dale Duro Canyon Inn & Suites	Shreeji Canyon Inc	Mitesh Patel	2801 4th Ave	CANYON	TEXAS	79015-4337 (806)
B/W Plus <u>Carriizo Springs</u> <u>Loveland</u> Inn & Suites	Om Shiv Uday <u>Ouro Loveland</u> LLC	Yatin Bhakta <u>Nikhil Parekh</u>	2474 N 1st Street <u>5542 E US</u>	<u>Loveland</u>	CARRIZO- SPRINGS <u>Color</u>	TEXAS <u>80537-8</u> 78834 (82970)
B/W <u>Carthage Inn & Suites</u> <u>Movie Manor</u>	Randhawa Brothers Inc <u>PS Cube LLC</u>	Harjit Singh <u>Shital Patelia</u>	22830 US 6 Loop <u>Highway</u>	<u>Monte Vista</u>	CARTHAGE <u>Colo</u>	TEXAS <u>81144-9</u> 75633-3161 (71903)
B/W Cedar Inn	AADARSH CEDAR, LLC	Suhag Kumar Chauhan	425 E Whitestone Blvd	CEDAR-	TEXAS	78612-0014 (512)
B/W Plus <u>Classic</u> <u>Eagleridge</u> Inn &	THU <u>KIMLEE BM</u> , <u>u INC</u>	Harjit Singh <u>Myung Ho Kim</u>	210 Moffett Dr <u>4727 N</u>	<u>Pueblo</u>	CENTER <u>Colora</u>	TEXAS <u>81008-2</u> 75035-8520 (71936)
B/W Plus <u>Chandler</u> <u>Sundowner</u>	Chandler Tx <u>SAHAJ</u> Hospitality LLC	Madhusudana Bandi <u>Atul</u>	20125 N Sawmill Rd <u>Overland</u>	<u>Sterling</u>	CHANDLER <u>Colo</u>	TEXAS <u>80751</u> 75758 (9703)
B/W Plus <u>Red River Inn</u> <u>Rambler</u>	Clarendon Hotel Corporation <u>SHREEJI</u>	Stephen Hall <u>Kalpesh Patel</u>	902 W 2nd St <u>457 US</u>	<u>Walsenburg</u>	CLARENDON <u>Col</u>	TEXAS <u>81089-9</u> 79226-6045 (806719)
B/W Cleveland Inn & Suites	Cleveland Hotel Development, LP	Anish Patel	702 Highway 59 S	CLEVELAN	TEXAS	77328 (281)
B/W <u>East El Paso Inn</u> <u>Alpenglo Lodge</u>	DEEP ENTERPRISES <u>WINTER PARK</u> <u>HOSPITALITY ASSOC</u> , INC.	Kishor Kelodia <u>David W. Treece</u>	1570 Clint Cut Off Rd <u>78665 US</u> <u>Highway 40</u>	<u>Winter Park</u>	CLINT <u>Colorad</u> <u>o</u>	TEXAS <u>80482</u> 79836 (91570)
B/W Plus College Station Inn & Suites	P&S Hospitality LLC	Hotel Patel	950 Arrington Rd	COLLEGE-	TEXAS	77845-8672 (070)
B/W Plus <u>Lenexa</u> <u>New England</u> Inn &	Sairang Hospitality, <u>D & P</u>	Avinash Patel <u>Gary Desai</u>	225304 N State Highway-	<u>Berlin</u>	COLORADO-	TEXAS <u>06037-4</u> 79612-2636
B/W Comanche Inn	Comanche Lodging LLC	Samir Bhakta	1505 E Central Ave	COMANC	TEXAS	76442-2850 (251)
B/W Inn & Suites	ANAND HOTELS INC	Nainesh Desai	221 Constitution Dr	CORPERAS	TEXAS	75522-2580 (254)
B/W Corpus Christi	Kabir Marina Grand Hotel, LTD	Ashvin Patel	200 N Shoreline Blvd	CORPUS-	TEXAS	78401-2565 (361)

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Danbury/Bethel</u>	<u>BETHEL HOTEL LLC</u>	<u>Hardik Patel</u>	<u>11 Stony Hill Rd</u>	<u>Bethel</u>	<u>Connecticut</u>	<u>06801-1055</u>	<u>(203)</u>
<u>B/W Plus Fairfield Hotel</u>	<u>Fairfield Hotel Group LLC</u>	<u>Mahendra H Patel</u>	<u>100 Kings Highway Cutoff Fairfield</u>		<u>Connecticut</u>	<u>06824-5341</u>	<u>(203)</u>
<u>B/W Hartford Hotel & Suites</u>	<u>HARTFORD AIRPORT HOTEL LLC</u>	<u>Jignesh Patel</u>	<u>185 Brainard Rd</u>	<u>Hartford</u>	<u>Connecticut</u>	<u>06114-2102</u>	<u>(860) 525-1000</u>
<u>B/W Mystic Hotel</u>	<u>Stonington Hospitality LLC</u>	<u>Mukesh Patel</u>	<u>48 Whitehall Ave</u>	<u>Mystic</u>	<u>Connecticut</u>	<u>06355-1967</u>	<u>(860) 980</u>
<u>B/W Niantic - New London/Mystic Area</u>	<u>Shree Ganesh LLC</u>	<u>Jignesh Patel</u>	<u>265 Flanders Rd</u>	<u>Niantic</u>	<u>Connecticut</u>	<u>06357-1214</u>	<u>(860) 739-3099</u>
<u>B/W Executive Hotel of New Haven-Sawmill Haven LLC West Haven</u>		<u>Jonathan Reiss</u>	<u>490 Saw Mill Rd</u>	<u>West Haven</u>	<u>Connecticut</u>	<u>06516-4044</u>	<u>(203)</u>
<u>B/W Plus Newark/Christiana Inn</u>	<u>Bear Hospitality, LLC</u>	<u>Vikas Naik</u>	<u>875 Pulaski Hwy</u>	<u>Bear</u>	<u>Delaware</u>	<u>19701-1252</u>	<u>(302)</u>
<u>B/W Galaxy Inn</u>	<u>Western Bay LLC</u>	<u>Shu-Ching Kuo</u>	<u>1700 E Lebanon Rd</u>	<u>Dover</u>	<u>Delaware</u>	<u>19901-5845</u>	<u>(302)</u>
<u>B/W Apalach Inn</u>	<u>Apalach Inn LLC</u>	<u>Steven Etchen</u>	<u>249 US Highway 98</u>	<u>Apalachicola</u>	<u>Florida</u>	<u>32320-1871</u>	<u>(850)</u>
<u>B/W Mayport Inn & Suites</u>	<u>New Daily Ventures, LLC</u>	<u>Shashank D. Patel</u>	<u>2389 Mayport Rd</u>	<u>Atlantic Beach</u>	<u>Florida</u>	<u>32233-2715</u>	<u>(904)</u>
<u>B/W Auburndale Inn & Suites</u>	<u>AUBURNDALE HOTEL LLC</u>	<u>Sheila Patel</u>	<u>1008 US Highway 92 W</u>	<u>Auburndale</u>	<u>Florida</u>	<u>33823-9585</u>	<u>(863)</u>
<u>B/W Heritage Inn & Suites</u>	<u>Bowling Hospitality, LLC</u>	<u>Reepal Mehta</u>	<u>2727 US Highway 17 N</u>	<u>Bowling Green</u>	<u>Florida</u>	<u>33834-5124</u>	<u>(863)</u>
<u>B/W Plus Bradenton Gateway</u>	<u>Best Hospitality LLC</u>	<u>Nakul Gadhia</u>	<u>2215 Cortez Rd W</u>	<u>Bradenton</u>	<u>Florida</u>	<u>34207-1245</u>	<u>(941)</u>
<u>B/W Plus Bradenton Hotel &</u>	<u>Bradenton Hotel Investment</u>	<u>Vijay Patel</u>	<u>648 67th St Cir E</u>	<u>Bradenton</u>	<u>Florida</u>	<u>34208-6087</u>	<u>(941)</u>
<u>B/W of Clewiston</u>	<u>SAAJAN HOSPITALITY INC.</u>	<u>Sunilkumar J. Patel</u>	<u>1020 W Sugarland Hwy</u>	<u>Clewiston</u>	<u>Florida</u>	<u>33440-2707</u>	<u>(863)</u>
<u>B/W Cocoa Beach Hotel & Suites</u>	<u>Ocean Partners Hospitality, LLLP</u>	<u>Tom C. Hermansen</u>	<u>5600 N Atlantic Ave</u>	<u>Cocoa Beach</u>	<u>Florida</u>	<u>32931-3920</u>	<u>(321)</u>
<u>B/W Wakulla Inn & Suites</u>	<u>PATEL BROTHERS INC.</u>	<u>Sejal Patel</u>	<u>3292 Coastal Hwy 98</u>	<u>Crawfordville</u>	<u>Florida</u>	<u>32327-4200</u>	<u>(850)</u>
<u>B/W Aku Tiki Inn</u>	<u>JK Daytona LLC</u>	<u>Harikrushna Bhagat</u>	<u>2225 S Atlantic Ave</u>	<u>Daytona Beach</u>	<u>Florida</u>	<u>32118-5007</u>	<u>(386)</u>
<u>B/W International Speedway Hotel</u>	<u>Embassy Investments XI LLC</u>	<u>Mihir Kumar</u>	<u>Mohanlal Patel 2620 W International Speedway Blvd</u>	<u>Daytona Beach</u>	<u>Florida</u>	<u>32114-1120</u>	<u>(386) 258-6333</u>
<u>B/W Plus Daytona Inn Seabreeze Oceanfront</u>	<u>Daytona Hospitality, Inc</u>	<u>Ishwar Naran</u>	<u>730 N Atlantic Ave</u>	<u>Daytona Beach</u>	<u>Florida</u>	<u>32118-3805</u>	<u>(386)</u>
<u>B/W Plus Deerfield Beach Hotel & Suites</u>	<u>Deerfield Hotel One LLC</u>	<u>Sanjay Patel</u>	<u>1050 E Newport Center Dr</u>	<u>Deerfield Beach</u>	<u>Florida</u>	<u>33442-7723</u>	<u>(954)</u>
<u>B/W Crossroads Inn</u>	<u>Sage 393 Holdings, LLC</u>	<u>Gaurang Kumar Patel</u>	<u>2343 US Highway 331 S</u>	<u>DeFuniak Springs</u>	<u>Florida</u>	<u>32435-3709</u>	<u>(850)</u>
<u>B/W Plus Yacht Harbor Inn</u>	<u>AV Florida Holdings Ilc</u>	<u>Benedikt Fritzsche</u>	<u>150 Marina Plz</u>	<u>Dunedin</u>	<u>Florida</u>	<u>34698-5703</u>	<u>(727)</u>
<u>B/W Inn of Palatka</u>	<u>OHM SAI RAM LLC</u>	<u>Manishkumar H. Patel</u>	<u>119 S US Highway 17</u>	<u>East Palatka</u>	<u>Florida</u>	<u>32131-5000</u>	<u>(386)</u>
<u>B/W Edgewater Inn</u>	<u>VIKAT INC</u>	<u>Jitendra Patel</u>	<u>1730 S Ridgewood Ave</u>	<u>Edgewater</u>	<u>Florida</u>	<u>32132-3614</u>	<u>(386)</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Gateway to the Keys</u>	<u>Hotel Two LLC</u>	<u>Nitun Patel</u>	<u>411 S Krome Ave</u>	<u>Florida City</u>	<u>Florid</u>	<u>33034-4913</u>	<u>(305)</u>
<u>B/W Plus Oceanside Inn</u>	<u>SOUTHEAST HOSPITALITY CORP</u>	<u>Sudha R. Bhakta</u>	<u>1180 Seabreeze Blvd</u>	<u>Fort Lauderdale</u>	<u>Florid</u> <u>a</u>	<u>33316-2426</u>	<u>(954)</u> <u>525-8115</u>
<u>B/W Fort Lauderdale Port</u>	<u>JAI LAXMI INC.</u>	<u>Rameshbhai Patel</u>	<u>1221 W State Road 84</u>	<u>Fort Lauderdale</u>	<u>Florid</u>	<u>33315-2349</u>	<u>(954)</u>
<u>B/W Ft. Lauderdale I-95 Inn</u>	<u>Bay Meadows Hotel LLC</u>	<u>Gurtej Singh</u>	<u>4800 NW 9th Ave.</u>	<u>Fort Lauderdale</u>	<u>Florid</u>	<u>33309-3808</u>	<u>(954)</u>
<u>B/W Fort Myers Waterfront</u>	<u>Waterfront Hotels, LLC</u>	<u>Pinal Patel</u>	<u>13021 N Cleveland Ave</u>	<u>Fort Myers</u>	<u>Florid</u>	<u>33903-4828</u>	<u>(239)</u>
<u>B/W Fort Myers Inn & Suites</u>	<u>APEX HOSPITALITY LLP</u>	<u>Sanmukh Swami</u>	<u>4400 Ford Street Ext</u>	<u>Fort Myers</u>	<u>Florid</u>	<u>33916-9420</u>	<u>(239)</u>
<u>B/W Plus Beach Resort</u>	<u>FMB ASSOCIATES LIMITED PARTNERSHIP</u>	<u>Jeffrey M. Malbon</u>	<u>684 Estero Blvd</u>	<u>Fort Myers Beach</u>	<u>Florid</u> <u>a</u>	<u>33931-5021</u>	<u>(239)</u> <u>463-6000</u>
<u>B/W Gateway Grand</u>	<u>Gateway Realty, LLC</u>	<u>Thomas Martin Johnsen</u>	<u>4200 NW 97th Blvd</u>	<u>Gainesville</u>	<u>Florid</u>	<u>32606-3742</u>	<u>(352)</u>
<u>B/W Plus Hollywood/Aventura</u>	<u>Rose Management Properties, Inc.</u>	<u>Chiranjiv K. Jariwala</u>	<u>101 Ansin Blvd</u>	<u>Hallandale Beach</u>	<u>Florid</u> <u>a</u>	<u>33009-3916</u>	<u>(954)</u> <u>456-8333</u>
<u>B/W Plus Ft Lauderdale Hollywood Airport Hotel</u>	<u>Hollywood Lodging, Inc.</u>	<u>Punita Patel</u>	<u>2601 N 29th Ave</u>	<u>Hollywood</u>	<u>Florid</u>	<u>33020-1508</u>	<u>(954)</u>
<u>B/W Plus Jacksonville West</u>	<u>Cecil Property Management</u>	<u>Nilay Sunil Dharma</u>	<u>525 Chaffee Point Blvd</u>	<u>Jacksonville</u>	<u>Florid</u>	<u>32221-4109</u>	<u>(904)</u>
<u>B/W Oceanfront</u>	<u>Oceanfront Lodging Inc.</u>	<u>Bobby Bhikha</u>	<u>305 1st St N</u>	<u>Jacksonville</u>	<u>Florid</u>	<u>32250-6908</u>	<u>(904)</u>
<u>B/W Intracoastal Inn</u>	<u>Jupiter Hospitality, LLC</u>	<u>Dinesh Desai</u>	<u>810 S US Highway 1</u>	<u>Jupiter</u>	<u>Florid</u>	<u>33477-5924</u>	<u>(561)</u>
<u>B/W Plus Kendall Hotel & Suites</u>	<u>Wynne Building Corporation</u>	<u>Eric P. Wynne</u>	<u>8560 SW 124th Ave</u>	<u>Kendall</u>	<u>Florid</u>	<u>33183-4600</u>	<u>(305)</u>
<u>B/W Hibiscus Motel</u>	<u>HIBISCUS MOTEL INC.</u>	<u>William O. Kemp</u>	<u>1313 Simonton St</u>	<u>Key West</u>	<u>Florid</u>	<u>33040-3113</u>	<u>(305)</u>
<u>B/W Plus Orlando Lake Buena Vista Neelkanthkrupa, LLC South Inn & Suites</u>		<u>Bhavin G. Patel</u>	<u>3484 Polynesian Isle Blvd</u>	<u>Kissimmee</u>	<u>Florid</u> <u>a</u>	<u>34746-4654</u>	<u>(407)</u> <u>997-1700</u>
<u>B/W Plus Lake City</u>	<u>Jai Shree Hanuman, LTD.</u>	<u>Nilesh Patel</u>	<u>350 SW Florida Dr</u>	<u>Lake City</u>	<u>Florid</u>	<u>32024-3855</u>	<u>(386)</u>
<u>B/W Plus Lakeland</u>	<u>Sai Mataji LLC</u>	<u>Kalpesh Patel</u>	<u>4225 New Tampa Hwy</u>	<u>Lakeland</u>	<u>Florid</u>	<u>33815</u>	<u>(863)</u>
<u>B/W Plus Chain of Lakes Inn & Suites</u>	<u>Kingshill Hospitality Inc.</u>	<u>Sunil Patel</u>	<u>1321 N 14th St</u>	<u>Leesburg</u>	<u>Florid</u> <u>a</u>	<u>34748-3408</u>	<u>(352)</u> <u>460-0118</u>
<u>B/W Plus Madison</u>	<u>Madison Florida Management LLC</u>	<u>Reepal Mehta</u>	<u>167 SE Bandit St</u>	<u>Madison</u>	<u>Florid</u>	<u>32340-5916</u>	<u>(850)</u>
<u>B/W Plus Miami-Doral/Dolphin</u>	<u>B&I PROPERTIES LTD</u>	<u>Benito M. Irastorza</u>	<u>3875 NW 107th Ave</u>	<u>Miami</u>	<u>Florid</u>	<u>33178-4292</u>	<u>(305)</u>
<u>B/W Plus Miami Intl Airport Hotel & Suites Coral Gables</u>	<u>Flagler 4100 Property LLC</u>	<u>Fernando Kasabdj</u>	<u>4100 Flagler St</u>	<u>Miami</u>	<u>Florid</u> <u>a</u>	<u>33134-1612</u>	<u>(305)</u> <u>774-6100</u>
<u>B/W Plus Miami Airport North & Suites</u>	<u>Fairway Drive Investments.</u>	<u>John Titus</u>	<u>131 Fairway Dr</u>	<u>Miami</u>	<u>Florid</u>	<u>33166-5849</u>	<u>(786)</u>
<u>B/W Plus Miami Executive Airport Hotel & Suites</u>	<u>ERG Hotels, Inc</u>	<u>Ernesto R. Greco</u>	<u>13700 SW 139th Ct</u>	<u>Miami</u>	<u>Florid</u>	<u>33186-5570</u>	<u>(305)</u>
<u>B/W Plus Atlantic Beach Resort</u>	<u>SOKOLOV LTD</u>	<u>Barbara Romano</u>	<u>4101 Collins Ave</u>	<u>Miami Beach</u>	<u>Florid</u>	<u>33140-3210</u>	<u>(305)</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Milton Inn</u>	<u>Aalia Hospitality LLC</u>	<u>Bhakti Patel</u>	<u>8936 Highway 87 S</u>	<u>Milton</u>	<u>Florid</u>	<u>32583-7527</u>	<u>(850)</u>
<u>B/W Mulberry Hotel</u>	<u>Shree Yogi Bapa, LLC</u>	<u>Nilesh Patel</u>	<u>2525 State Road 60 E</u>	<u>Mulberry</u>	<u>Florid</u>	<u>33860-7929</u>	<u>(863)</u>
<u>B/W Naples Inn & Suites</u>	<u>CT BW Naples Borrower LLC</u>	<u>Kenneth Picache</u>	<u>2329 9th St N</u>	<u>Naples</u>	<u>Florid</u>	<u>34103-4404</u>	<u>(239)</u>
<u>B/W Naples Plaza Hotel</u>	<u>GOLDEN GATE INN & COUNTRY CLUB</u>	<u>Marco Antonio Vocisano</u>	<u>6400 Dudley Dr</u>	<u>Naples</u>	<u>Florid</u>	<u>34105-3849</u>	<u>(239)</u> <u>643-6655</u>
<u>B/W Navarre Waterfront</u>	<u>BLUE HERON OF NAVARRE INC</u>	<u>C. Baker Clark</u>	<u>8697 Navarre Pkwy</u>	<u>Navarre</u>	<u>Florid</u>	<u>32566-2162</u>	<u>(850)</u>
<u>B/W New Smyrna Beach Hotel & Suites</u>	<u>New Smyrna BW Owner LLC</u>	<u>Shawn Gracey</u>	<u>1401 S Atlantic Ave</u>	<u>New Smyrna</u>	<u>Florid</u>	<u>32169-3113</u>	<u>(386)</u>
<u>B/W Niceville - Eglin AFB Hotel</u>	<u>Sage Niceville Hospitality, LLC</u>	<u>Gaurangkumar Patel</u>	<u>106 Bayshore Dr</u>	<u>Niceville</u>	<u>Florid</u>	<u>32578-2421</u>	<u>(850)</u>
<u>B/W Plus North Miami/Bal</u>	<u>SWAMIJI INC</u>	<u>Nayan C. Patel</u>	<u>12210 Biscayne Blvd</u>	<u>North Miami</u>	<u>Florid</u>	<u>33181-2714</u>	<u>(305)</u>
<u>B/W Ocala Park Centre I-75</u>	<u>BWO Investment, LLC</u>	<u>Navroz F. Saju</u>	<u>3701 SW 38th Ave</u>	<u>Ocala</u>	<u>Florid</u>	<u>34474-4383</u>	<u>(352)</u>
<u>B/W Lake Okeechobee</u>	<u>LUV-KUSH ENTERPRISES</u>	<u>Jay Patel</u>	<u>3975 Highway 441 S</u>	<u>Okeechobee</u>	<u>Florid</u>	<u>34974-6221</u>	<u>(863)</u>
<u>B/W Plus Universal Inn</u>	<u>ALLEGIANCE LLC</u>	<u>Manoj P. Shah</u>	<u>5618 Vineland Rd</u>	<u>Orlando</u>	<u>Florid</u>	<u>32819-7827</u>	<u>(407)</u>
<u>B/W Orlando Gateway Hotel</u>	<u>Jicarilla Apache Nation</u>	<u>Michael Gush</u>	<u>7299 Universal Blvd</u>	<u>Orlando</u>	<u>Florid</u>	<u>32819-8353</u>	<u>(407)</u>
<u>B/W Plus Orlando East- UCF Area</u>	<u>Maingate East Development</u>	<u>Kamal Faizi</u>	<u>12101 Challenger Pkwy</u>	<u>Orlando</u>	<u>Florid</u>	<u>32826-2706</u>	<u>(407)</u>
<u>B/W Plus Palm Beach Gardens Hotel & Suites and Conference Ct</u>	<u>Siya Hospitality Group LLC</u>	<u>Shiv Sahai Shahi</u>	<u>11360 US Highway 1</u>	<u>Palm Beach Gardens</u>	<u>Florid</u>	<u>33408-3224</u>	<u>(561)</u> <u>844-8448</u>
<u>B/W Plus Flagler Beach Area Inn. Suites</u>	<u>JAY MAA AMBE, LLC</u>	<u>Dilip G. Patel</u>	<u>200 Flagler Plaza Dr</u>	<u>Palm Coast</u>	<u>Florid</u>	<u>32137-5906</u>	<u>(386)</u>
<u>B/W Plus Panama City Hotel</u>	<u>Pinapple Hospitality PCBW</u>	<u>Jonathan Reiss</u>	<u>2338 Mercedes Ave</u>	<u>Panama City</u>	<u>Florid</u>	<u>32405-5260</u>	<u>(850)</u>
<u>B/W Plus Blue Angel Inn</u>	<u>SAI RAM OF PENSACOLA INC</u>	<u>Mitesh Patel</u>	<u>2390 W Detroit Blvd</u>	<u>Pensacola</u>	<u>Florid</u>	<u>32534-1721</u>	<u>(850)</u>
<u>B/W Port St. Lucie</u>	<u>Wynne Building Corporation</u>	<u>Eric P. Wynne</u>	<u>7900 S US Highway 1</u>	<u>Port Saint Lucie</u>	<u>Florid</u>	<u>34952-2350</u>	<u>(772)</u>
<u>B/W Historical Inn</u>	<u>Ponce Historical, Inc.</u>	<u>Kanti M. Patel</u>	<u>2010 N Ponce De Leon Blvd</u>	<u>Saint Augustine</u>	<u>Florid</u>	<u>32084-2622</u>	<u>(904)</u> <u>829-9088</u>
<u>B/W Historic Bayfront</u>	<u>Vista Hotel III Inc</u>	<u>Kanti M. Patel</u>	<u>16 Avenida Menendez Ave</u>	<u>Saint Augustine</u>	<u>Florid</u>	<u>32084-3601</u>	<u>(904)</u>
<u>B/W Plus St. Augustine I-95</u>	<u>Durga Investment, LLC</u>	<u>Ameet Patel</u>	<u>2465 State Road 16</u>	<u>Saint Augustine</u>	<u>Florid</u>	<u>32092-0701</u>	<u>(904)</u>
<u>B/W Seaside Inn</u>	<u>Vista Hotel II Inc</u>	<u>Kanti M. Patel</u>	<u>541 A1A Beach Blvd</u>	<u>Saint Augustine Beach</u>	<u>Florid</u>	<u>32080-7936</u>	<u>(904)</u> <u>461-9990</u>
<u>B/W Plus Sanford Airport/Lake Mary Hotel</u>	<u>Sanford Hospitality Group Inc.</u>	<u>Ricky S. Kureti</u>	<u>3401 S Orlando Dr</u>	<u>Sanford</u>	<u>Florid</u>	<u>32773-5607</u>	<u>(407)</u>
<u>B/W Plus Sebastian Hotel &</u>	<u>Captain Hiram's Hotel North, LLC</u>	<u>William Thomas Collins</u>	<u>1655 US Highway 1</u>	<u>Sebastian</u>	<u>Florid</u>	<u>32958-3874</u>	<u>(772)</u>
<u>B/W Starke</u>	<u>Shiv Crupa, Inc.</u>	<u>Smita Patel</u>	<u>1290 N Temple Ave</u>	<u>Starke</u>	<u>Florid</u>	<u>32091-2116</u>	<u>(904)</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Downtown Stuart</u>	<u>PNR Hotels, Inc.</u>	<u>Nimesh Maganbhai</u>	<u>1209 SE Federal Hwy</u>	<u>Stuart</u>	<u>Florida</u>	<u>34994-3824</u>	<u>(772)</u>
<u>B/W Tallahassee-Downtown Inn & Suites</u>	<u>Amneel of Tallahassee Inc.</u>	<u>Mahendra Parmar</u>	<u>2016 Apalachee Pkwy</u>	<u>Tallahassee</u>	<u>Florida</u>	<u>32301-4818</u>	<u>(850) 656-6312</u>
<u>B/W Plus Tallahassee North Hotel</u>	<u>Murphco of Florida Inc.</u>	<u>Philip W. Murphey</u>	<u>2727 Graves Rd</u>	<u>Tallahassee</u>	<u>Florida</u>	<u>32303-2865</u>	<u>(850)</u>
<u>B/W Tampa</u>	<u>Mosi Hotels Inc</u>	<u>Bharat Patel</u>	<u>734 S Dale Mabry Hwy</u>	<u>Tampa</u>	<u>Florida</u>	<u>33609-4403</u>	<u>(813)</u>
<u>B/W Space Shuttle Inn</u>	<u>SPACE COAST HOTELS LLC</u>	<u>Marsha S. Shah</u>	<u>3455 Cheney Hwy</u>	<u>Titusville</u>	<u>Florida</u>	<u>32780-2502</u>	<u>(321)</u>
<u>B/W Plus Ambassador Suites Venice</u>	<u>REIT 400 LLC</u>	<u>Jacob Kurian</u>	<u>400 Commercial Ct</u>	<u>Venice</u>	<u>Florida</u>	<u>34292-1647</u>	<u>(941) 480-9898</u>
<u>B/W Waldo Inn & Suites</u>	<u>Kiran Hotels, Inc</u>	<u>Deven J. Desai</u>	<u>17230 NE US Highway 301</u>	<u>Waldo</u>	<u>Florida</u>	<u>32694-4612</u>	<u>(352)</u>
<u>B/W Wesley Chapel</u>	<u>WC Hospitality, LLC</u>	<u>Ishwar Naran</u>	<u>5639 Oakley Blvd</u>	<u>Wesley Chapel</u>	<u>Florida</u>	<u>33544-5305</u>	<u>(813)</u>
<u>B/W Palm Beach Lakes</u>	<u>DR PALM BEACH INC.</u>	<u>Jennifer Redmond</u>	<u>1800 Palm Beach Lakes Blvd</u>	<u>West Palm Beach</u>	<u>Florida</u>	<u>33401-2023</u>	<u>(561) 683-8810</u>
<u>B/W Plus Winter Haven Inn & Suites</u>	<u>p6 Xenia LLC</u>	<u>Nimit P. Patidar</u>	<u>5801 Roosevelt Dr</u>	<u>Winter Haven</u>	<u>Florida</u>	<u>33884-2106</u>	<u>(863)</u>
<u>B/W Plus First Coast Inn & Suites</u>	<u>OM MAA Sharan, Inc.</u>	<u>Hitesh Bhakta</u>	<u>462577 State Road 200</u>	<u>Yulee</u>	<u>Florida</u>	<u>32097-5421</u>	<u>(904)</u>
<u>B/W Acworth Inn</u>	<u>5155 Acworth Hospitality LLC</u>	<u>Bhargav Acharya</u>	<u>5155 Cowan Rd</u>	<u>Acworth</u>	<u>Georgia</u>	<u>30101-5198</u>	<u>(770)</u>
<u>B/W Athens</u>	<u>MONARCH MOTOR INNS INC.</u>	<u>Earle J. Moore</u>	<u>170 N Milledge Ave</u>	<u>Athens</u>	<u>Georgia</u>	<u>30601-3802</u>	<u>(706)</u>
<u>B/W Plus Augusta North Inn & Suites</u>	<u>Guru Hotels Claussen, LLC</u>	<u>Mandeep Singh</u>	<u>1062 Claussen Rd</u>	<u>Augusta</u>	<u>Georgia</u>	<u>30907-3206</u>	<u>(706) 733-4656</u>
<u>B/W Milton Inn</u>	<u>THE MILTON INN INC</u>	<u>Chirag Patel</u>	<u>201 Highway 515 W.</u>	<u>Blairsville</u>	<u>Georgia</u>	<u>30512-3501</u>	<u>(706)</u>
<u>B/W Braselton Inn</u>	<u>PARAM OVERSEAS INC</u>	<u>Khyati Patel</u>	<u>303 Zion Church Rd</u>	<u>Braselton</u>	<u>Georgia</u>	<u>30517-3227</u>	<u>(706)</u>
<u>B/W Plus Brunswick Inn & Suites</u>	<u>Omkara Investment, LLC</u>	<u>Sanjay Bhakta</u>	<u>126 Venture Dr</u>	<u>Brunswick</u>	<u>Georgia</u>	<u>31525-9794</u>	<u>(912)</u>
<u>B/W Inn & Suites</u>	<u>Komal Enterprises, Inc.</u>	<u>Minesh K. Patel</u>	<u>101 Dunbar Rd</u>	<u>Byron</u>	<u>Georgia</u>	<u>31008-7044</u>	<u>(478)</u>
<u>B/W Executive Inn</u>	<u>BAA Hospitality LLC</u>	<u>Vishal Patel</u>	<u>2800 US Highway 84 E</u>	<u>Cairo</u>	<u>Georgia</u>	<u>39828-3739</u>	<u>(229)</u>
<u>B/W Allatoona Inn & Suites</u>	<u>Praval Hospitality LLC</u>	<u>Pavan Dinesh Patel</u>	<u>5663 Highway 20 NE</u>	<u>Cartersville</u>	<u>Georgia</u>	<u>30121-5212</u>	<u>(770)</u>
<u>B/W Commerce Inn</u>	<u>JDS Lodging LLC</u>	<u>Ashish Patel</u>	<u>157 Eisenhower Dr</u>	<u>Commerce</u>	<u>Georgia</u>	<u>30529-6226</u>	<u>(706)</u>
<u>B/W Colonial Inn</u>	<u>Colonial Inn & Restaurant Vienna, Turton Inc.</u>	<u>Gregory Busbee</u>	<u>1706 E 16th Ave</u>	<u>Cordele</u>	<u>Georgia</u>	<u>31015-5307</u>	<u>(229) 273-5420</u>
<u>B/W Plus Dalton Inn</u>	<u>Vision Hospitality, LLC</u>	<u>John Tampa</u>	<u>715 College Dr</u>	<u>Dalton</u>	<u>Georgia</u>	<u>30720-3783</u>	<u>(706)</u>
<u>B/W Gwinnett Center Hotel</u>	<u>Creative Hospitality Group LLC</u>	<u>Raj Shah</u>	<u>3670 Shackleford Rd</u>	<u>Duluth</u>	<u>Georgia</u>	<u>30096-4546</u>	<u>(770)</u>
<u>B/W Plus Duluth/ Sugarloaf</u>	<u>Sugarloaf Capital Buford, LLC</u>	<u>Shama Patel</u>	<u>2370 Stephens Center DR</u>	<u>Duluth</u>	<u>Georgia</u>	<u>30096-2360</u>	<u>(678) 957-0500</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Mountain View Inn</u>	<u>Mountain View Inn, LLC</u>	<u>Brenda Jones</u>	<u>94 Mountain View Dr</u>	<u>East Ellijay</u>	<u>Georgi</u>	<u>30539</u>	<u>(706)</u>
<u>B/W Plus Fairburn-Atlanta Southwest</u>	<u>Apsilon Management - Oakley Blvd, LLC</u>	<u>Rajesh A. Patel</u>	<u>1005 Oakley Industrial Blvd</u>	<u>Fairburn</u>	<u>Georgi</u>	<u>30213-6083</u>	<u>(678) 782-4700</u>
<u>B/W Augusta West</u>	<u>KISHIN HOSPITALITY LLC</u>	<u>Kanta Kondur</u>	<u>452 Park West Dr</u>	<u>Grovetown</u>	<u>Georgi</u>	<u>30813-3216</u>	<u>(706)</u>
<u>B/W Plus Atlanta Airport-East</u>	<u>APSILON HOTELS INC.</u>	<u>Rajesh A. Patel</u>	<u>301 N Central Ave</u>	<u>Hapeville</u>	<u>Georgi</u>	<u>30354-1601</u>	<u>(404)</u>
<u>B/W Hiram Inn & Suites</u>	<u>Shree Jala Sai Ram LLC</u>	<u>Vasu Patel</u>	<u>1340 Pace Rd</u>	<u>Hiram</u>	<u>Georgi</u>	<u>30141-2181</u>	<u>(770)</u>
<u>B/W Kennesaw</u>	<u>Dhanlaxmi Hospitality, Inc.</u>	<u>Darren Patel</u>	<u>2625 George Busbee Pkwy NW</u>	<u>Kennesaw</u>	<u>Georgi</u>	<u>30144-4965</u>	<u>(770) 426-0045</u>
<u>B/W Plus Kingsland</u>	<u>Camden Hospitality Service,</u>	<u>Chandra B. Yadav</u>	<u>1375 Hospitality Ave</u>	<u>Kingsland</u>	<u>Georgi</u>	<u>31548-6816</u>	<u>(912)</u>
<u>B/W Riverside Inn</u>	<u>AJIT HOSPITALITY INC.</u>	<u>Ajit A. Patel</u>	<u>2400 Riverside Dr</u>	<u>Macon</u>	<u>Georgi</u>	<u>31204-1779</u>	<u>(478)</u>
<u>B/W Inn & Suites of Macon</u>	<u>Kirti Enterprises Inc.</u>	<u>Avi Bharat Patel</u>	<u>4681 Chambers Rd</u>	<u>Macon</u>	<u>Georgi</u>	<u>31206-5366</u>	<u>(478)</u>
<u>B/W Atlanta-Marietta Ballpark</u>	<u>551 Ponce LLC</u>	<u>Soon Ki Han</u>	<u>1940 Leland Dr SE</u>	<u>Marietta</u>	<u>Georgi</u>	<u>30067-6102</u>	<u>(678)</u>
<u>B/W Plus McDonough Inn & Suites</u>	<u>McDonough Hotel Group, LLC</u>	<u>Mukesh S. Patel</u>	<u>805 Industrial Blvd</u>	<u>McDonough</u>	<u>Georgi</u>	<u>30253-6616</u>	<u>(770)</u>
<u>B/W Shenandoah Inn</u>	<u>Khushi Hospitality LLC</u>	<u>Avadhesh (Avi) Patel</u>	<u>620 Highway 34 E</u>	<u>Newnan</u>	<u>Georgi</u>	<u>30265-1007</u>	<u>(770)</u>
<u>B/W Plus Lake Lanier Gainesville Hotel & Suites</u>	<u>Meadow Capital SPE, LLC</u>	<u>Shama Patel</u>	<u>4535 Oakwood Rd</u>	<u>Oakwood</u>	<u>Georgi</u>	<u>30566-3312</u>	<u>(770) 535-8080</u>
<u>B/W Bradbury Inn & Suites</u>	<u>Shree Yogiji Inc</u>	<u>Ashwin Patel</u>	<u>205 Lect Dr</u>	<u>Perry</u>	<u>Georgi</u>	<u>31069-3187</u>	<u>(478)</u>
<u>B/W Plus Savannah Airport Inn & Suites</u>	<u>Dia Suri, LLC</u>	<u>Dhaval Desai</u>	<u>155 Bourne Ave</u>	<u>Pooler</u>	<u>Georgi</u>	<u>31322-9516</u>	<u>(912) 330-0330</u>
<u>B/W Premier I-95 Savannah Pooler West</u>	<u>Pooler Laxmi, Inc.</u>	<u>Nelish Patel</u>	<u>103 San Dr</u>	<u>Pooler</u>	<u>Georgi</u>	<u>31322-3409</u>	<u>(912)</u>
<u>B/W Plus Richmond Hill Inn</u>	<u>SANTI KRUPA INC</u>	<u>Dinesh J. Patel</u>	<u>4564 US Highway 17</u>	<u>Richmond Hill</u>	<u>Georgi</u>	<u>31324-3308</u>	<u>(912)</u>
<u>B/W Plus Roswell/Alpharetta</u>	<u>US SOUTH HOSPITALITY INC</u>	<u>Rajiv Goswami</u>	<u>907 Holcomb Bridge</u>	<u>Roswell</u>	<u>Georgi</u>	<u>30076-1905</u>	<u>(770)</u>
<u>B/W Plus St. Simons</u>	<u>BA-301 Main, LLC</u>	<u>Steve Stolzer</u>	<u>301 Main St</u>	<u>Saint Simons</u>	<u>Georgi</u>	<u>31522-1665</u>	<u>(912)</u>
<u>B/W Central Inn</u>	<u>MARUTI ONE HOSPITALITY, INC</u>	<u>Girishkumar K. Patel</u>	<u>45 Eisenhower Dr</u>	<u>Savannah</u>	<u>Georgi</u>	<u>31406-2423</u>	<u>(912) 355-1000</u>
<u>B/W Savannah Historic District</u>	<u>RB-CIV Savannah BW Hotel</u>	<u>Robert Campbell</u>	<u>412 W Bay St</u>	<u>Savannah</u>	<u>Georgi</u>	<u>31401-1115</u>	<u>(912)</u>
<u>GLO Best Western Savannah-Gateway I-95</u>	<u>Gemick, Inc.</u>	<u>Mehul Sheth</u>	<u>17005 Abercorn St</u>	<u>Savannah</u>	<u>Georgi</u>	<u>31419</u>	<u>(912) 298-6811</u>
<u>GLO Best Western Pooler - Savannah Airport Hotel</u>	<u>Hina Hospitalities LLC</u>	<u>Vipul H. Patel</u>	<u>121 W Mulberry Blvd</u>	<u>Savannah</u>	<u>Georgi</u>	<u>31407-3505</u>	<u>(912)298-176</u>
<u>B/W Atlanta Cumberland/Galleria Hotel</u>	<u>JAYB HOLE LLC</u>	<u>Harikrushna Bhagat</u>	<u>1200 Winchester Pkwy SE</u>	<u>Smyrna</u>	<u>Georgi</u>	<u>30080-6541</u>	<u>(678)</u>
<u>B/W Bradford Inn</u>	<u>MITUL Inc.</u>	<u>Mukesh M. Patel</u>	<u>688 S Main St</u>	<u>Swainsboro</u>	<u>Georgi</u>	<u>30401-4819</u>	<u>(478)</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Plus Rose City Conference Center Inn</u>	<u>Shiva Shiva Thomasville LLC</u>	<u>Viral Patel</u>	<u>133 Liberty St</u>	<u>Thomasville</u>	<u>Georgia</u>	<u>31757-3512</u>	<u>(229)</u>
<u>B/W Plus Valdosta Hotel & Suites</u>	<u>GE Hospitality, LLC</u>	<u>Gerald Evans</u>	<u>4025 Northlake Dr</u>	<u>Valdosta</u>	<u>Georgia</u>	<u>31602-2386</u>	<u>(229)</u>
<u>Aiden by Best Western Warm Springs Hotel and Event Center</u>	<u>Presidential Hospitality, LLC</u>	<u>Khyati Patel</u>	<u>2526 Whitehouse Pkwy</u>	<u>Warm Springs</u>	<u>Georgia</u>	<u>31830-2057</u>	<u>(706) 655-4015</u>
<u>B/W Plus Executive Residency Rigby's Water World Hotel</u>	<u>Rigby's Hospitality 2017, LLC</u>	<u>Steve Leslie Rigby</u>	<u>1056 GA Highway 96</u>	<u>Warner Robins</u>	<u>Georgia</u>	<u>31088</u>	<u>(478)</u>
<u>B/W Plus Bradbury Inn & Suites</u>	<u>GUNATIT HOSPITALITY LLC</u>	<u>Dilipkumar R. Patel</u>	<u>2570 Memorial Dr</u>	<u>Waycross</u>	<u>Georgia</u>	<u>31503-0910</u>	<u>(912)</u>
<u>B/W The Plaza Hotel Honolulu Airport</u>	<u>TEG HOTELS, LLC</u>	<u>Jenine Webster</u>	<u>3253 N Nimitz Hwy</u>	<u>Honolulu</u>	<u>Hawaii</u>	<u>96819-1907</u>	<u>(808) 836-3636</u>
<u>B/W Blackfoot Inn</u>	<u>Sleeping Bear Inc</u>	<u>Haily Wilson</u>	<u>750 Jensen Grove Dr</u>	<u>Blackfoot</u>	<u>Idaho</u>	<u>83221-1680</u>	<u>(208)</u>
<u>B/W Vista Inn at the Airport</u>	<u>Commodore Hotel Inc</u>	<u>Mark L. Raden</u>	<u>2645 Airport Way</u>	<u>Boise</u>	<u>Idaho</u>	<u>83705-5001</u>	<u>(208)</u>
<u>B/W Northwest Lodge</u>	<u>NW Lodge, LLC</u>	<u>Shalini Patel</u>	<u>6989 S Federal Way</u>	<u>Boise</u>	<u>Idaho</u>	<u>83716-9604</u>	<u>(208)</u>
<u>B/W Plus Kootenai River Inn Casino & Spa</u>	<u>Kootenai Tribal Development Corporation</u>	<u>Tom Turpin</u>	<u>7169 Plaza St</u>	<u>Bonnerr's Ferry</u>	<u>Idaho</u>	<u>83805-8598</u>	<u>(208) 267-8511</u>
<u>B/W Plus Burley Inn & Convention Center</u>	<u>BURLEY INN INC.</u>	<u>Pamela Miller</u>	<u>800 N Overland Ave</u>	<u>Burley</u>	<u>Idaho</u>	<u>83318-3442</u>	<u>(208)</u>
<u>B/W Plus Caldwell Inn & Suites</u>	<u>CALDWELL HOSPITALITY GROUP LLC</u>	<u>Jaswinder Sidhu</u>	<u>908 Specht Ave</u>	<u>Caldwell</u>	<u>Idaho</u>	<u>83605-6927</u>	<u>(208)</u>
<u>B/W Plus Coeur d'Alene Inn</u>	<u>H & J INCORPORATED</u>	<u>Jason Jaeger</u>	<u>506 W Appleway Ave</u>	<u>Coeur d'Alene</u>	<u>Idaho</u>	<u>83814-9510</u>	<u>(208)</u>
<u>B/W Driftwood Inn</u>	<u>Warren Resort Hotels of Idaho, Inc.</u>	<u>Andrew Warren</u>	<u>575 River Pkwy</u>	<u>Idaho Falls</u>	<u>Idaho</u>	<u>83402-3313</u>	<u>(208) 523-2242</u>
<u>B/W Plus CottonTree Inn</u>	<u>Snake River Petersen LLC</u>	<u>Jeremy J Petersen</u>	<u>900 Lindsay Blvd</u>	<u>Idaho Falls</u>	<u>Idaho</u>	<u>83402-1818</u>	<u>(208)</u>
<u>B/W Sawtooth Inn & Suites</u>	<u>Warren Resort Hotels of Inc.</u>	<u>Andrew Warren</u>	<u>2653 S Lincoln Ave</u>	<u>Jerome</u>	<u>Idaho</u>	<u>83338-6128</u>	<u>(208)</u>
<u>B/W Tyrolean Lodge</u>	<u>Alta Tryolean, LLC</u>	<u>Thomas F. Cahill</u>	<u>260 Cottonwood St</u>	<u>Ketchum</u>	<u>Idaho</u>	<u>83340</u>	<u>(208)</u>
<u>B/W Plus Kentwood Lodge</u>	<u>Kentwood Lodge, LLC</u>	<u>Ralph Kent Forgeon</u>	<u>180 S Main St</u>	<u>Ketchum</u>	<u>Idaho</u>	<u>83340</u>	<u>(208)</u>
<u>B/W Plus McCall Lodge & Suites</u>	<u>S3 Holding LLC</u>	<u>Jerame Durward Petry</u>	<u>211 S 3rd St</u>	<u>McCall</u>	<u>Idaho</u>	<u>83638-5020</u>	<u>(208)</u>
<u>B/W Plus Meridian</u>	<u>RaMa Lodging Group LLC</u>	<u>Ravi R Patel</u>	<u>1019 S Progress Ave</u>	<u>Meridian</u>	<u>Idaho</u>	<u>83642-3050</u>	<u>(208)</u>
<u>B/W Plus University Inn</u>	<u>HAGADONE HOSPITALITY CO.</u>	<u>Mike O'Brien</u>	<u>1516 Pullman Rd</u>	<u>Moscow</u>	<u>Idaho</u>	<u>83843-4094</u>	<u>(208)</u>
<u>B/W Foothills Inn</u>	<u>Johnson Brothers Hospitality, LLC</u>	<u>Laura L. Stone</u>	<u>1080 Highway 20</u>	<u>Mountain Home</u>	<u>Idaho</u>	<u>83647-3958</u>	<u>(208)</u>
<u>B/W Plus Peppertree Nampa Civic Center Inn</u>	<u>Nampa Hospitality LLC</u>	<u>Rita Jean Santillanes</u>	<u>205 3rd St South</u>	<u>Nampa</u>	<u>Idaho</u>	<u>83651-3716</u>	<u>(208) 495-5291</u>
<u>B/W Lodge at River's Edge</u>	<u>RIVER'S EDGE HOSPITALITY LLC</u>	<u>Tanna Renee Zywna</u>	<u>615 Main St</u>	<u>Orofino</u>	<u>Idaho</u>	<u>83544</u>	<u>(208)</u>
<u>B/W Pocatello Inn</u>	<u>LRD HOTELS LLC</u>	<u>Varun Dharni</u>	<u>1415 Bench Rd</u>	<u>Pocatello</u>	<u>Idaho</u>	<u>83201-2444</u>	<u>(208)</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Plus Ponderay Mountain Lodge</u>	<u>Warren Resort Hotels of Ponderay, Inc.</u>	<u>Andrew Warren</u>	<u>477326 Highway 95</u>	<u>Ponderay</u>	<u>Idaho</u>	<u>838529773</u>	<u>(208)</u>
<u>B/W Edgewater Resort</u>	<u>Edgewater Sandpoint LLC</u>	<u>Brian Averill</u>	<u>56 Bridge St</u>	<u>Sandpoint</u>	<u>Idaho</u>	<u>83864-1443</u>	<u>(208)</u>
<u>B/W Plus Twin Falls Hotel</u>	<u>The Q Hospitality LLC</u>	<u>Chau P. Quach</u>	<u>1377 Blue Lakes Blvd</u>	<u>Twin Falls</u>	<u>Idaho</u>	<u>83301-3310</u>	<u>(208)</u>
<u>B/W Plus Parkway Hotel</u>	<u>Alton MRSS LLC</u>	<u>Miraj Patel</u>	<u>1900 Homer Adams Pkwy Alton</u>		<u>Illinois</u>	<u>62002-5607</u>	<u>(618)</u>
<u>B/W Annawan Inn</u>	<u>Guru Hospitality LLC</u>	<u>Samir Patel</u>	<u>315 N Canal St</u>	<u>Annawan</u>	<u>Illinois</u>	<u>61234-9701</u>	<u>(309)</u>
<u>B/W Plus Bloomington East Hotel</u>	<u>Magnus Hotels, LLC</u>	<u>Nishith Jobalia</u>	<u>604 1/2 IAA Dr</u>	<u>Bloomington</u>	<u>Illinois</u>	<u>61701-2217</u>	<u>(309)</u>
<u>B/W Plus Bourbonnais Hotel & Suites</u>	<u>Krupalu LLC</u>	<u>Mukeshkumar Patel</u>	<u>62 Ken Hayes Dr</u>	<u>Bourbonnais</u>	<u>Illinois</u>	<u>60914-9347</u>	<u>(815)</u> <u>932-4411</u>
<u>B/W Inn & Suites - Midway Airport</u>	<u>MIDWAY AIRPORT INN INC.</u>	<u>Tesh Patel</u>	<u>8220 S Cicero Ave</u>	<u>Burbank</u>	<u>Illinois</u>	<u>60459-1510</u>	<u>(708)</u>
<u>B/W Saluki Inn</u>	<u>Sunrise Motel Enterprises, Inc.</u>	<u>Manish Patel</u>	<u>801 N Giant City Rd</u>	<u>Carbondale</u>	<u>Illinois</u>	<u>62902-6423</u>	<u>(618)</u>
<u>B/W Plus Centralia Hotel & Suites</u>	<u>WC McCord LLC</u>	<u>Rachel D. Wallace</u>	<u>8145 Jolliff Bridge Rd</u>	<u>Centralia</u>	<u>Illinois</u>	<u>62801-5651</u>	<u>(618)</u>
<u>B/W Plus Champaign/Urbana Inn</u>	<u>Shri Vinayaka LLC</u>	<u>Vipul Patel</u>	<u>516 W Marketview Dr</u>	<u>Champaign</u>	<u>Illinois</u>	<u>61822-1391</u>	<u>(217)</u>
<u>B/W River North Hotel</u>	<u>BW CRD Operations LLC</u>	<u>Carin Rae Levee</u>	<u>125 W Ohio St</u>	<u>Chicago</u>	<u>Illinois</u>	<u>60654-7168</u>	<u>(312)</u>
<u>B/W Grant Park Hotel</u>	<u>PACIFIC TAI LLC</u>	<u>Hui-Hsien Yen</u>	<u>1100 S Michigan Ave</u>	<u>Chicago</u>	<u>Illinois</u>	<u>60605-2301</u>	<u>(312)</u>
<u>B/W Plus Hawthorne Terrace Hotel</u>	<u>Lake Hotel Management Co an 618 Roscoe, LLC</u>	<u>Anthony T. Klok</u>	<u>3434 N Broadway Ave</u>	<u>Chicago</u>	<u>Illinois</u>	<u>60657-2516</u>	<u>(773)</u> <u>244-3434</u>
<u>B/W Plus Chicagoland - Countryside</u>	<u>Countryside Lodging Inc</u>	<u>Jatin Patel</u>	<u>6251 Joliet Rd</u>	<u>Countryside</u>	<u>Illinois</u>	<u>60525-3958</u>	<u>(708)</u>
<u>B/W Riverside Inn</u>	<u>Diya Hospitality LLC</u>	<u>Dinesh Kumar Baldawa</u>	<u>57 S Gilbert St</u>	<u>Danville</u>	<u>Illinois</u>	<u>61832-6227</u>	<u>(217)</u>
<u>B/W Des Plaines Inn</u>	<u>Maharishi Hospitality Inc.</u>	<u>Manoj Mahapatra</u>	<u>1231 Lee St</u>	<u>Des Plaines</u>	<u>Illinois</u>	<u>60018-1512</u>	<u>(847)</u>
<u>B/W Chicago - Downers Grove</u>	<u>SBY Downers Grove, LLC</u>	<u>Hui-Hsien Yen</u>	<u>3010 Finley Road</u>	<u>Downers Grove</u>	<u>Illinois</u>	<u>60515-1118</u>	<u>(630)</u>
<u>B/W Plus Peoria</u>	<u>Raj Shayamaji LLC</u>	<u>Dilip Patel</u>	<u>300 Eastlight Ct</u>	<u>East Peoria</u>	<u>Illinois</u>	<u>61611-2060</u>	<u>(309)</u>
<u>B/W Delta Inn</u>	<u>Reva Hospitality Inc.</u>	<u>Hiren Patel</u>	<u>1509 Hampton Dr</u>	<u>Effingham</u>	<u>Illinois</u>	<u>62401-1787</u>	<u>(217)</u>
<u>B/W O'Hare North/Elk Grove Hotel</u>	<u>SNP3 INC</u>	<u>Neil Patel</u>	<u>100 Busse Rd</u>	<u>Elk Grove Village</u>	<u>Illinois</u>	<u>60007-1624</u>	<u>(847)</u>
<u>B/W Flora Inn</u>	<u>Ahuja Brothers Inc.</u>	<u>Nikhil Ahuja</u>	<u>201 Hagen Dr</u>	<u>Flora</u>	<u>Illinois</u>	<u>62839-2338</u>	<u>(618)</u>
<u>B/W Plus O'Hare International South LLC Hotel</u>	<u>Shreeganpatidada</u>	<u>Pushpakkumar Panchal</u>	<u>3001 N Mannheim Rd</u>	<u>Franklin Park</u>	<u>Illinois</u>	<u>60131-2434</u>	<u>(847)</u> <u>233-9292</u>
<u>B/W Galena Inn & Suites</u>	<u>Victorian Midwest LLC</u>	<u>Jignesh Patel</u>	<u>9923 W US Route 20</u>	<u>Galena</u>	<u>Illinois</u>	<u>61036-9187</u>	<u>(815)</u>
<u>B/W Prairie Inn & Conference LLC Center</u>	<u>Kohiman Properties</u>	<u>Nayankumar Patel</u>	<u>300 S Soangetaha Rd</u>	<u>Galesburg</u>	<u>Illinois</u>	<u>61401-5527</u>	<u>(309)</u> <u>343-7151</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Geneseo Inn</u>	<u>Divy & Nick LLC</u>	<u>Divy Vyas</u>	<u>1375 S Oakwood Ave</u>	<u>Geneseo</u>	<u>Illinois</u>	<u>61254-1993</u>	<u>(309)</u>
<u>B/W Glenview -Chicagoland Inn and Suites</u>	<u>R G Hotels, Inc.</u>	<u>Lal Patel</u>	<u>4514 W Lake Ave</u>	<u>Glenview</u>	<u>Illinois</u>	<u>60026-1447</u>	<u>(847)635-5220</u>
<u>B/W Plus Chicago Hillside</u>	<u>Hillside Hospitality Inc.</u>	<u>Rohit Roy Patel</u>	<u>4400 Frontage Rd</u>	<u>Hillside</u>	<u>Illinois</u>	<u>60162-1734</u>	<u>(708)</u>
<u>B/W Jacksonville Inn</u>	<u>Vision Hospitality Inc.</u>	<u>Ajay Patel</u>	<u>1709 W Morton Ave</u>	<u>Jacksonville</u>	<u>Illinois</u>	<u>62650-2719</u>	<u>(217)</u>
<u>B/W Joliet Inn & Suites</u>	<u>Mahima Hotels, LLC</u>	<u>Trikam Patel</u>	<u>4380 Enterprise Dr</u>	<u>Joliet</u>	<u>Illinois</u>	<u>60431-8309</u>	<u>(815)</u>
<u>B/W Plus North Joliet</u>	<u>Ohm Shreeji IV, Inc.</u>	<u>Rashmikant Patel</u>	<u>3231 Norman Ave</u>	<u>Joliet</u>	<u>Illinois</u>	<u>60431-9100</u>	<u>(815)</u>
<u>B/W Macomb Inn</u>	<u>Shriji IL, Inc.</u>	<u>Bipin Chaudhari</u>	<u>1655 E Jackson St</u>	<u>Macomb</u>	<u>Illinois</u>	<u>61455-2692</u>	<u>(309)</u>
<u>B/W Marion Hotel</u>	<u>Nilkanth IL Group LLC</u>	<u>Bhavin Patel</u>	<u>400 Comfort Dr</u>	<u>Marion</u>	<u>Illinois</u>	<u>62959-4969</u>	<u>(618)</u>
<u>B/W Plus MidAmerica Hotel</u>	<u>Pinecone Hospitality, LLC</u>	<u>Drew Kifer</u>	<u>9730 Hayden Dr</u>	<u>Mascoutah</u>	<u>Illinois</u>	<u>62258-5508</u>	<u>(618)</u>
<u>B/W Heartland Inn</u>	<u>Heartland Hospitality LLC</u>	<u>Manish Patel</u>	<u>1416 Broadway Ave E</u>	<u>Mattoon</u>	<u>Illinois</u>	<u>61938-4636</u>	<u>2179610820</u>
<u>B/W Airport Inn</u>	<u>AARYA Hospitality LLC</u>	<u>Hirenkumar (Hiren) Patel</u>	<u>2550 52nd Ave</u>	<u>Moline</u>	<u>Illinois</u>	<u>61265-6375</u>	<u>(309)</u>
<u>B/W Monticello Gateway Inn</u>	<u>SANDS INN INC.</u>	<u>Manisha Patel</u>	<u>805 Iron Horse Pl</u>	<u>Monticello</u>	<u>Illinois</u>	<u>61856-8145</u>	<u>(217)</u>
<u>B/W Morton Inn</u>	<u>Sainath Investment LLC</u>	<u>Baldevbhai Govindbhai Patel</u>	<u>150 W Ashland St</u>	<u>Morton</u>	<u>Illinois</u>	<u>61550-1424</u>	<u>(309) 266-9933</u>
<u>B/W Naperville Inn</u>	<u>NAPER GOLD HOSPITALITY LLC</u>	<u>Kishor Patel</u>	<u>1617 N Naperville Wheaton Rd</u>	<u>Naperville</u>	<u>Illinois</u>	<u>60563-1524</u>	<u>(630)</u>
<u>B/W U. S. Inn</u>	<u>Krishna Inc</u>	<u>Hasmukhlal Patel</u>	<u>11640 State Route 127</u>	<u>Nashville</u>	<u>Illinois</u>	<u>62263-2626</u>	<u>(618)</u>
<u>B/W Oglesby Inn</u>	<u>Oglesby Hospitality, Inc</u>	<u>Sandeep Suryakant</u>	<u>900 Holiday St</u>	<u>Oglesby</u>	<u>Illinois</u>	<u>61348-9697</u>	<u>(815)</u>
<u>B/W Plus Parkside Inn & Suites</u>	<u>NK Borgic Hospitality LLC</u>	<u>Neil Borgic</u>	<u>367 N West St</u>	<u>Olney</u>	<u>Illinois</u>	<u>62450</u>	<u>(618)</u>
<u>B/W Oswego Hotel</u>	<u>Columbia Lodging Management, Inc.</u>	<u>Ujval Thakkar</u>	<u>2055 Wiesbrook Drive</u>	<u>Oswego</u>	<u>Illinois</u>	<u>60543-8312</u>	<u>(630) 844-4700</u>
<u>B/W Pontiac Inn</u>	<u>Sadhguru Corp Inc.</u>	<u>Tusshar Patel</u>	<u>1821 W Reynolds St</u>	<u>Pontiac</u>	<u>Illinois</u>	<u>61764-9650</u>	<u>(815)</u>
<u>B/W Plus Pontoon Beach</u>	<u>KD Hotel Corporation</u>	<u>Shaileshkumar Patel</u>	<u>4 Regency Pkwy</u>	<u>Pontoon Beach</u>	<u>Illinois</u>	<u>62040-6742</u>	<u>(618)</u>
<u>B/W at O'Hare</u>	<u>North Star Real Estate Group LLC</u>	<u>Faisal Siddiqui</u>	<u>10300 W Higgins Rd</u>	<u>Rosemont</u>	<u>Illinois</u>	<u>60018-3818</u>	<u>(847) 296-4471</u>
<u>B/W Inn of St. Charles</u>	<u>PK & G ST. CHARLES, LLC</u>	<u>Paras D. Kayastha</u>	<u>1635 E Main St</u>	<u>Saint Charles</u>	<u>Illinois</u>	<u>60174-2372</u>	<u>(630)</u>
<u>B/W Paradise Inn</u>	<u>PARADISE INN MOTEL OF C-U INC.</u>	<u>Alpa Patel</u>	<u>709 N Dunlap Ave</u>	<u>Savoy</u>	<u>Illinois</u>	<u>61874-8404</u>	<u>(217) 356-1824</u>
<u>B/W Schaumburg ? O'Hare NW</u>	<u>Shree Ishak Corporation</u>	<u>Sahil Patel</u>	<u>1730 E Higgins Rd</u>	<u>Schaumburg</u>	<u>Illinois</u>	<u>60173-5114</u>	<u>(847)</u>
<u>B/W Legacy Inn & Suites Beloit-South Beloit</u>	<u>JZ Hotels Management LLC</u>	<u>Liz Holtz</u>	<u>5910 Technology Dr</u>	<u>South Beloit</u>	<u>Illinois</u>	<u>61080-9601</u>	<u>(815) 389-4211</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Plus South Holland/Chicago Southland</u>	<u>Vision Hotels LLC</u>	<u>Jagdish J. Patel</u>	<u>17345 Halsted St.</u>	<u>South Holland</u>	<u>Illinois</u>	<u>60473-2744</u>	<u>(708)</u>
<u>B/W Clearlake Plaza</u>	<u>Gold Star Management LLC</u>	<u>Minesh Patel</u>	<u>3440 E Clearlake Ave</u>	<u>Springfield</u>	<u>Illinois</u>	<u>62702-6210</u>	<u>(217)</u>
<u>B/W Sycamore Inn</u>	<u>Sycamore Hospitality, LLC</u>	<u>Darshan Shah</u>	<u>1935 DeKalb Ave</u>	<u>Sycamore</u>	<u>Illinois</u>	<u>60178-3107</u>	<u>(815)</u>
<u>B/W Troy Hotel</u>	<u>Brightspark LLC</u>	<u>Piyush Jogi</u>	<u>2020 Formosa Rd</u>	<u>Troy</u>	<u>Illinois</u>	<u>62294-1387</u>	<u>(618)</u>
<u>B/W University Inn</u>	<u>Gems Lodging Inc</u>	<u>Chhotabhai S. Patel</u>	<u>902 W Killarney St</u>	<u>Urbana</u>	<u>Illinois</u>	<u>61801-1054</u>	<u>(217)</u>
<u>B/W Oakbrook Inn</u>	<u>SHREE NAM, INC</u>	<u>Urivin V. Patel</u>	<u>669 Pasquinelli Dr</u>	<u>Westmont</u>	<u>Illinois</u>	<u>60559-1251</u>	<u>(630)</u>
<u>B/W Plus Anderson</u>	<u>Global Hospitality LLC</u>	<u>Deep P Patel</u>	<u>2114 E 59th St</u>	<u>Anderson</u>	<u>Indiana</u>	<u>46013-3000</u>	<u>(765)</u>
<u>B/W Batesville</u>	<u>Anika Hospitality LLC</u>	<u>Devang Brahmabhatt</u>	<u>1030 State Rd 229</u>	<u>Batesville</u>	<u>Indiana</u>	<u>47006-6808</u>	<u>(812)</u>
<u>B/W Plus Covered Bridge Inn</u>	<u>Brazil Hospitality LLC</u>	<u>Bhavesch Chandrkant Parikh</u>	<u>3882 N State Road 59</u>	<u>Brazil</u>	<u>Indiana</u>	<u>47834-7510</u>	<u>(812)</u> <u>420-2299</u>
<u>B/W Indian Oak</u>	<u>Bapa Hospitality, Inc.</u>	<u>Sunil Patel</u>	<u>558 Indian Boundary Rd</u>	<u>Chesterton</u>	<u>Indiana</u>	<u>46304-1515</u>	<u>(219)</u>
<u>B/W Green Tree Inn</u>	<u>Xenia Clarksville, LLC</u>	<u>Ignatious Netto</u>	<u>1425 Broadway St</u>	<u>Clarksville</u>	<u>Indiana</u>	<u>47129-7709</u>	<u>(812)</u>
<u>B/W Plus Crawfordsville Hotel</u>	<u>ANVI, LLC</u>	<u>Satish A. Gabhawala</u>	<u>2600 Industrial Blvd</u>	<u>Crawfordsville</u>	<u>Indiana</u>	<u>47933-4606</u>	<u>(765)</u>
<u>B/W Edinburgh/Columbus</u>	<u>Shreeji Hospitality Inc</u>	<u>Animesh Patel</u>	<u>11780 N US Highway 31</u>	<u>Edinburgh</u>	<u>Indiana</u>	<u>46124-9000</u>	<u>(812)</u>
<u>B/W Elkhart Inn & Suites</u>	<u>Shaka Hotels LLC</u>	<u>Parth Chaudhari</u>	<u>3326 Cassopolis St</u>	<u>Elkhart</u>	<u>Indiana</u>	<u>46514-6740</u>	<u>(574)</u>
<u>B/W Fishers Indianapolis Area</u>	<u>Lights Out Developments LLC</u>	<u>Deven Patel</u>	<u>9790 North By Northeast Blvd</u>	<u>Fishers</u>	<u>Indiana</u>	<u>46037-9783</u>	<u>(317)</u> <u>578-2000</u>
<u>B/W Luxbury Inn Fort Wayne</u>	<u>BW Coventry LLC</u>	<u>Yuan Qing Chen</u>	<u>5501 Coventry Ln</u>	<u>Fort Wayne</u>	<u>Indiana</u>	<u>46804-7144</u>	<u>(260)</u>
<u>B/W Fort Wayne Inn & Suites</u>	<u>Boolean Operations LLC</u>	<u>Altaf Karim</u>	<u>5926 Cross Creek Blvd</u>	<u>Fort Wayne</u>	<u>Indiana</u>	<u>46818-1726</u>	<u>(260)</u>
<u>B/W Fort Wayne I-69 North</u>	<u>Bhagyalaxmi Hospitality, INC</u>	<u>Ashok M. Patel</u>	<u>2902 E Dupont Rd</u>	<u>Fort Wayne</u>	<u>Indiana</u>	<u>46825-1667</u>	<u>(260)</u>
<u>B/W Plus French Lick</u>	<u>French Lick Hospitality LLC</u>	<u>Bhavesch Chandrkant Parikh</u>	<u>613 S Arnold F Habig Blvd</u>	<u>French Lick</u>	<u>Indiana</u>	<u>47432-8327</u>	<u>(812)</u> <u>936-0520</u>
<u>B/W Plus Gas City</u>	<u>AMBIKA INC.</u>	<u>Mukesh J. Patel</u>	<u>4936 Kay Bee Dr</u>	<u>Gas City</u>	<u>Indiana</u>	<u>46933-6601</u>	<u>(765)</u>
<u>B/W Inn</u>	<u>Your Home Away From Home, Inc.</u>	<u>Scott Baker</u>	<u>900 Lincolnway E</u>	<u>Goshen</u>	<u>Indiana</u>	<u>46526-4219</u>	<u>(574)</u> <u>533-0408</u>
<u>B/W Plus Greenwood/Indy South Inn Shri Mangalamurti Inc</u>		<u>Neal Patel</u>	<u>1281 South Park Dr.</u>	<u>Greenwood</u>	<u>Indiana</u>	<u>46143-9061</u>	<u>(317)</u>
<u>B/W Northwest Indiana Inn</u>	<u>Shiva Investments, Inc.</u>	<u>Rohit H. Patel</u>	<u>3830 179th St</u>	<u>Hammond</u>	<u>Indiana</u>	<u>46323-3035</u>	<u>(219)</u>
<u>B/W Plus Howe Inn</u>	<u>F.G. CH. INC</u>	<u>Frank Chrobak</u>	<u>8080 N State Road 9</u>	<u>Howe</u>	<u>Indiana</u>	<u>46746-9822</u>	<u>(260)</u>
<u>B/W Plus Indianapolis NW Hotel</u>	<u>Park Hospitality Inc.</u>	<u>Upkar Sohal</u>	<u>7220 Woodland Dr</u>	<u>Indianapolis</u>	<u>Indiana</u>	<u>46278-1734</u>	<u>(317)</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Plus Indianapolis North at Pyramids</u>	<u>Pitambara, LLC</u>	<u>Neal Patel</u>	<u>9320 Michigan Rd</u>	<u>Indianapolis</u>	<u>Indiana</u>	<u>46268-1125</u>	<u>(317)</u>
<u>B/W Kendallville Inn</u>	<u>Atithi Hospitality, Inc</u>	<u>Madhu Piprottar</u>	<u>621 Professional Way</u>	<u>Kendallville</u>	<u>Indiana</u>	<u>46755-2930</u>	<u>(260)</u>
<u>B/W Kokomo Hotel</u>	<u>PKPV13, LLC</u>	<u>Pankajkumar (PK) Patel</u>	<u>1717 E Lincoln Rd</u>	<u>Kokomo</u>	<u>Indiana</u>	<u>46902</u>	<u>(765)</u>
<u>B/W Plus Lafayette Hotel University Area</u>	<u>Gajanan LLC</u>	<u>Neal Patel</u>	<u>312 Meijer Dr.</u>	<u>Lafayette</u>	<u>Indiana</u>	<u>47905-4689</u>	<u>(765)</u> <u>446-2400</u>
<u>B/W Martinsville Inn</u>	<u>Martinsville Hotel, Inc.</u>	<u>Rashmin Patel</u>	<u>50 Bill's Blvd</u>	<u>Martinsville</u>	<u>Indiana</u>	<u>46151-3353</u>	<u>(765)</u>
<u>B/W Plus Mishawaka Inn</u>	<u>Sai Kabj LLC</u>	<u>Umesh Singh</u>	<u>445 W University Dr</u>	<u>Mishawaka</u>	<u>Indiana</u>	<u>46545-1105</u>	<u>(574)</u>
<u>B/W Plus Brandywine Inn & Suites</u>	<u>Ross Hospitality</u>	<u>Prakash Patel</u>	<u>304 S 6th St</u>	<u>Monticello</u>	<u>Indiana</u>	<u>47960-8174</u>	<u>(574)</u>
<u>B/W Muncie</u>	<u>BAPA MOTEL INC</u>	<u>Dinkar Patel</u>	<u>3011 W Bethel Ave</u>	<u>Muncie</u>	<u>Indiana</u>	<u>47304-2507</u>	<u>(765)</u>
<u>B/W Circus City Inn</u>	<u>MEERA LLC</u>	<u>Paresh Patel</u>	<u>2642 S Business 31</u>	<u>Peru</u>	<u>Indiana</u>	<u>46970-7191</u>	<u>(765)</u>
<u>B/W Classic Inn</u>	<u>Swagatam Hospitality II, Inc.</u>	<u>Suhash Patel</u>	<u>533 W Eaton Pike</u>	<u>Richmond</u>	<u>Indiana</u>	<u>47374-2641</u>	<u>(765)</u>
<u>B/W Crossroads Inn</u>	<u>Schererville Hospitality, Inc.</u>	<u>Ajay D Makwana</u>	<u>1905 Harder Ct</u>	<u>Schererville</u>	<u>Indiana</u>	<u>46375-1696</u>	<u>(219)</u>
<u>B/W University Inn at Valparaiso</u>	<u>Shivkaneri, LLC</u>	<u>Vasudev G. Thakkar</u>	<u>760 Morthland Dr</u>	<u>Valparaiso</u>	<u>Indiana</u>	<u>46385-6260</u>	<u>(219)</u>
<u>B/W Plus Warsaw</u>	<u>Warsaw Lodging LLC</u>	<u>Jonathan Reiss</u>	<u>3825 Lake City Hwy</u>	<u>Warsaw</u>	<u>Indiana</u>	<u>46580-3945</u>	<u>(574)</u>
<u>B/W Plus Altoona Inn</u>	<u>Jai Ganesh Inc.</u>	<u>Kalpesh Patel</u>	<u>300 34th Avenue NW</u>	<u>Altoona</u>	<u>Iowa</u>	<u>50009-2639</u>	<u>(515)</u>
<u>B/W Plus University Park Inn & Suites</u>	<u>BW Ames Investment, LLC</u>	<u>Franzuas Moser</u>	<u>2500 University Blvd</u>	<u>Ames</u>	<u>Iowa</u>	<u>50010-8621</u>	<u>(515)</u> <u>296-2500</u>
<u>B/W Premier Ankeny Hotel</u>	<u>Shree Ganesh, LLC</u>	<u>Kalpesh Patel</u>	<u>2502 SE Tones Dr</u>	<u>Ankeny</u>	<u>Iowa</u>	<u>50021-8860</u>	<u>(515)</u>
<u>B/W Plus Omaha Airport Inn</u>	<u>Shri Laxmi LLC</u>	<u>Rakesh Patel</u>	<u>2510 Abbott Plz</u>	<u>Carter Lake</u>	<u>Iowa</u>	<u>51510-1579</u>	<u>(402)</u>
<u>B/W Plus Longbranch Hotel & Convention Center</u>	<u>DIYA2010 Inc</u>	<u>Mehul Patel</u>	<u>90 Twixt Town Rd NE</u>	<u>Cedar Rapids</u>	<u>Iowa</u>	<u>52402-3205</u>	<u>(319)</u> <u>377-6386</u>
<u>B/W La Grande Hacienda</u>	<u>Cherokee Hospitality LLC</u>	<u>Mehul B. Raja</u>	<u>1401 N 2nd St</u>	<u>Cherokee</u>	<u>Iowa</u>	<u>51012-2201</u>	<u>(712)</u>
<u>B/W Holiday Lodge</u>	<u>KINSETH HOSPITALITY COMPANY INC.</u>	<u>Leslie B. Kinseth</u>	<u>2023 7th Ave N</u>	<u>Clear Lake</u>	<u>Iowa</u>	<u>50428-2103</u>	<u>(641)</u> <u>357-5253</u>
<u>B/W Plus Des Moines West Inn & Suites</u>	<u>Sunrise Iowa Hotels LLC</u>	<u>Dipak Amin</u>	<u>1450 NW 118th St</u>	<u>Clive</u>	<u>Iowa</u>	<u>50325-8243</u>	<u>(515)</u>
<u>B/W Crossroads of the Bluffs</u>	<u>SPRINGFIELD HOSPITALITY INC</u>	<u>Rana Akhtar</u>	<u>2216 27th Ave</u>	<u>Council Bluffs</u>	<u>Iowa</u>	<u>51501-6953</u>	<u>(712)</u>
<u>B/W Plus Steeplegate Inn</u>	<u>Global Brothers Davenport LLC</u>	<u>Mayur Narendrasinh Solanki</u>	<u>100 W 76th St</u>	<u>Davenport</u>	<u>Iowa</u>	<u>52806-1339</u>	<u>(563)</u>
<u>B/W Plus Dubuque Hotel & Conference Center</u>	<u>Discover Hospitality LLC</u>	<u>Navjot Sidhu</u>	<u>3100 Dodge St.</u> <u>20 W</u>	<u>Dubuque</u>	<u>Iowa</u>	<u>52003-5203</u>	<u>(563)</u>
<u>B/W Mt. Pleasant Inn</u>	<u>NNDYM IA, Inc</u>	<u>Anil J Chaudhari</u>	<u>810 N Grand Ave</u>	<u>Mount Pleasant</u>	<u>Iowa</u>	<u>52641-3107</u>	<u>(319)</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Muscatine / Pearl City Hotel</u>	<u>Pearl City Hospitality LLC</u>	<u>Andrew Kifer</u>	<u>305 Cleveland St</u>	<u>Muscatine</u>	<u>Iowa</u>	<u>52761-5669</u>	<u>(563)</u>
<u>B/W Holiday Manor</u>	<u>Kishan Hospitality, LLC</u>	<u>Aaron Girrens</u>	<u>208 W 4th St N</u>	<u>Newton</u>	<u>Iowa</u>	<u>50208-3024</u>	<u>(641)</u>
<u>B/W Ottumwa Inn & Suites</u>	<u>NNDYM OTK, Inc.</u>	<u>Anil J Chaudhari</u>	<u>2813 N Court St</u>	<u>Ottumwa</u>	<u>Iowa</u>	<u>52501-1134</u>	<u>(641)</u>
<u>B/W Plus Executive Residency Waterloo & Cedar Falls</u>	<u>Waterloo Hospitality, LLC</u>	<u>Brian Kern</u>	<u>205 W 4th St</u>	<u>Waterloo</u>	<u>Iowa</u>	<u>50701-5403</u>	<u>(319) 888-1000</u>
<u>B/W Plus Patterson Park Inn</u>	<u>Reliance LLC</u>	<u>Hemant Patel</u>	<u>6100 Patterson Pkwy</u>	<u>Arkansas City</u>	<u>Kansas</u>	<u>67005-5729</u>	<u>(620)</u>
<u>B/W Coffeyville Central Business District Inn and Suites</u>	<u>Mahakali Investment Kansas LLC</u>	<u>Krupesh Patel</u>	<u>202 W 11th St</u>	<u>Coffeyville</u>	<u>Kansas</u>	<u>67337-5900</u>	<u>(620) 688-6400</u>
<u>B/W Plus Country Inn & Suites</u>	<u>KIMBROYS PROPERTIES LLC</u>	<u>William Cunningham</u>	<u>506 N 14th Ave</u>	<u>Dodge City</u>	<u>Kansas</u>	<u>67801-4000</u>	<u>(620)</u>
<u>B/W North Edge Inn</u>	<u>Dodge City Extended Stay LLC</u>	<u>Brent Cunningham</u>	<u>404 W Frontview</u>	<u>Dodge City</u>	<u>Kansas</u>	<u>67801-2211</u>	<u>(620)</u>
<u>B/W Emporia Inn</u>	<u>Aksharkrupa Hospitality LLC</u>	<u>Tejas Modi</u>	<u>2836 W 18th Ave</u>	<u>Emporia</u>	<u>Kansas</u>	<u>66801-6181</u>	<u>(620)</u>
<u>B/W Plus Emerald Inn & Suites</u>	<u>PSSK, LLC</u>	<u>Prahlad Patel</u>	<u>2412 E Kansas Ave</u>	<u>Garden City</u>	<u>Kansas</u>	<u>67846-6961</u>	<u>(620)</u>
<u>B/W Angus Inn</u>	<u>Ayat LLC</u>	<u>Narendra Patel</u>	<u>2920 10th St</u>	<u>Great Bend</u>	<u>Kansas</u>	<u>67530-4260</u>	<u>(620)</u>
<u>B/W Plus Night Watchman Inn & Suites</u>	<u>JENI Hospitality LLC</u>	<u>Roy Patel</u>	<u>515 W Kansas Ave</u>	<u>Greensburg</u>	<u>Kansas</u>	<u>67054-1629</u>	<u>(620) 723-2244</u>
<u>B/W Plus Butterfield Inn</u>	<u>Garden City Investment Group, LLC</u>	<u>Peter Shimondle</u>	<u>1010 E 41st St</u>	<u>Hays</u>	<u>Kansas</u>	<u>67601-9495</u>	<u>(785) 621-4337</u>
<u>B/W Plus Hiawatha Hotel</u>	<u>HIAWATHA HOTEL LLC</u>	<u>Jagadish Patel</u>	<u>119 E Lodge St</u>	<u>Hiawatha</u>	<u>Kansas</u>	<u>66434-8529</u>	<u>(785)</u>
<u>B/W Plus Stevens County Inn</u>	<u>Sunrise Hospitality</u>	<u>Sanmukh D. Bhakta</u>	<u>1004 E 11th St</u>	<u>Hugoton</u>	<u>Kansas</u>	<u>67951-2905</u>	<u>(620)</u>
<u>B/W J. C. Inn</u>	<u>Jax Mao Ambe, LLC</u>	<u>Dilip G. Patel</u>	<u>604 E Chestnut St</u>	<u>Junction City</u>	<u>Kansas</u>	<u>66441-9447</u>	<u>(785)</u>
<u>B/W Plus KC Speedway Inn & Suites</u>	<u>JAY AMBE LLC</u>	<u>Dilip G. Patel</u>	<u>10401 France Family Dr</u>	<u>Kansas City</u>	<u>Kansas</u>	<u>66111-1905</u>	<u>(913)</u>
<u>B/W Plus Liberal Hotel & Suites</u>	<u>M&H Hospitality, LLC</u>	<u>Mukhtiar S. Johal</u>	<u>1550 N Lincoln Ave</u>	<u>Liberal</u>	<u>Kansas</u>	<u>67901-5208</u>	<u>(620)</u>
<u>B/W Manhattan Inn</u>	<u>Jay Shree Ambe, LLC</u>	<u>Dilip G. Patel</u>	<u>601 E Poyntz Ave</u>	<u>Manhattan</u>	<u>Kansas</u>	<u>66502-5049</u>	<u>(785)</u>
<u>B/W Plus McPherson</u>	<u>Anand Hotel Group, LLC</u>	<u>Aaron Girrens</u>	<u>200 N Champlin St</u>	<u>McPherson</u>	<u>Kansas</u>	<u>67460</u>	<u>(620)</u>
<u>B/W Plus Olathe Hotel</u>	<u>NEDUNILAM HOSPITALITY LLC</u>	<u>David Nedunilam</u>	<u>1580 S Hamilton Cir</u>	<u>Olathe</u>	<u>Kansas</u>	<u>66061-5377</u>	<u>(913)</u>
<u>B/W Park City Wichita North</u>	<u>Shree Ramkabir, LLC</u>	<u>Ashish Kiranbhai</u>	<u>990 Connolly Ct</u>	<u>Park City</u>	<u>Kansas</u>	<u>67219-1300</u>	<u>(316)</u>
<u>B/W Parsons Inn</u>	<u>DEVMIH LLC</u>	<u>Nilesh Patel</u>	<u>101 Main St</u>	<u>Parsons</u>	<u>Kansas</u>	<u>67357-3597</u>	<u>(620)</u>
<u>B/W Plus Pratt</u>	<u>Prime Hospitality LLC</u>	<u>Shelley Lynn Shaw</u>	<u>112 NE State Road 61</u>	<u>Pratt</u>	<u>Kansas</u>	<u>67124-8467</u>	<u>(620)</u>
<u>B/W Plus Midwest Inn & Suites</u>	<u>JAY MAA AMBE, LLC</u>	<u>Dilip G. Patel</u>	<u>745 W Schilling Rd</u>	<u>Salina</u>	<u>Kansas</u>	<u>67401-8992</u>	<u>(785)</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W El-Quartelejo Inn & Suites</u>	<u>Scott City Lodging, LLC</u>	<u>Keshore (Kelly) Patel</u>	<u>1610 S Main St</u>	<u>Scott City</u>	<u>Kansas</u>	<u>67871-5095</u>	<u>(620)</u>
<u>B/W Plus Wakeeney Inn & Suites</u>	<u>NND Wakeeney, LLC</u>	<u>Bharat Chaudhari</u>	<u>525 S 1st St</u>	<u>Wakeeney</u>	<u>Kansas</u>	<u>67672-2605</u>	<u>(785)</u>
<u>B/W Governors Inn & Suites</u>	<u>Five Star Hospitality LLC</u>	<u>Naseer Ahmed</u>	<u>4742 S Emporia</u>	<u>Wichita</u>	<u>Kansas</u>	<u>67216-1771</u>	<u>(316)</u>
<u>B/W Plus Eastgate Inn & Suites</u>	<u>Eastgate Hotels LLC</u>	<u>Jason Madhu</u>	<u>8300 E Kellogg</u>	<u>Wichita</u>	<u>Kansas</u>	<u>67207-1814</u>	<u>(316)</u>
<u>B/W Plus Wichita West Airport</u>	<u>Valley Motels Investment Co., Inc.</u>	<u>Aaron Girrens</u>	<u>3800 W Kellogg Dr</u>	<u>Wichita</u>	<u>Kansas</u>	<u>67213-2227</u>	<u>(316)</u>
<u>B/W River Cities</u>	<u>Ashland Hotels, LLC</u>	<u>Deepak Panjabi</u>	<u>31 Russell Plaza Dr</u>	<u>Ashland</u>	<u>Kentucky</u>	<u>41101-7082</u>	<u>(606)</u>
<u>B/W Wilderness Trail Inn</u>	<u>Shri Ashta Vinayak, LLC</u>	<u>Manish Naidu</u>	<u>1476 S US Highway 25E</u>	<u>Barbourville</u>	<u>Kentucky</u>	<u>40906-7317</u>	<u>(606)</u>
<u>B/W Plus Bowling Green</u>	<u>Shree Ganesai LLC</u>	<u>Snehalkumar Desai</u>	<u>1940 Mel Browning St</u>	<u>Bowling Green</u>	<u>Kentucky</u>	<u>42104-0310</u>	<u>(270)</u>
<u>B/W Campbellsville Inn</u>	<u>ZHP Hospitality, LLC</u>	<u>Ankit Patel</u>	<u>1400 E Broadway St</u>	<u>Campbellsville</u>	<u>Kentucky</u>	<u>42718-1569</u>	<u>(270)</u>
<u>B/W Central City</u>	<u>Jai Bajrangi LLC</u>	<u>Bharat B. Patel</u>	<u>627 S 2nd St</u>	<u>Central City</u>	<u>Kentucky</u>	<u>42330-1701</u>	<u>(270)</u>
<u>B/W Corbin Inn</u>	<u>JAI SHRIL, LLC</u>	<u>Viral (Victor) J. Patel</u>	<u>2630 Cumberland Falls Hwy</u>	<u>Corbin</u>	<u>Kentucky</u>	<u>40701-2732</u>	<u>(606)</u>
<u>B/W Plus Elizabethtown Inn & Suites</u>	<u>Hirnesh LLC</u>	<u>Alpa M. Patel</u>	<u>2014 N Mulberry St</u>	<u>Elizabethtown</u>	<u>Kentucky</u>	<u>42701-2053</u>	<u>(270)</u>
<u>B/W Inn Florence</u>	<u>Munn, LLC</u>	<u>Manubhai Patel</u>	<u>7821 Commerce Dr</u>	<u>Florence</u>	<u>Kentucky</u>	<u>41042-1569</u>	<u>(859)</u>
<u>B/W Parkside Inn</u>	<u>M. L. R. D. INC.</u>	<u>Lee Allen</u>	<u>80 Chenault Rd</u>	<u>Frankfort</u>	<u>Kentucky</u>	<u>40601-9260</u>	<u>(502)</u>
<u>B/W Plus Georgetown Corporate Center Hotel</u>	<u>RLJ Investments, Inc.</u>	<u>Jatin Kantilal Shah</u>	<u>132 Darby Dr</u>	<u>Georgetown</u>	<u>Kentucky</u>	<u>40324-8715</u>	<u>(502)</u>
<u>B/W Hopkinsville KY</u>	<u>S&P Group, LLC</u>	<u>Hemal Patel</u>	<u>4101 Fort Campbell</u>	<u>Hopkinsville</u>	<u>Kentucky</u>	<u>42240-4946</u>	<u>(270)</u>
<u>B/W Ashbury Inn</u>	<u>Dhami, Sohal and Sehgal Properties, LLC</u>	<u>Upkar Sohal</u>	<u>1005 New Moody Ln</u>	<u>LaGrange</u>	<u>Kentucky</u>	<u>40031-9142</u>	<u>(502)</u>
<u>B/W Lawrenceburg Inn</u>	<u>CROSSROAD PLAZA INC</u>	<u>Mark Todd Hyatt</u>	<u>200 Plaza Dr</u>	<u>Lawrenceburg</u>	<u>Kentucky</u>	<u>40342-9075</u>	<u>(502)</u>
<u>GLO Best Western Lexington</u>	<u>SE I, LLC</u>	<u>Rajni Rama</u>	<u>1935 Stanton Way</u>	<u>Lexington</u>	<u>Kentucky</u>	<u>40511-1350</u>	<u>(859)</u>
<u>B/W Lexington Inn</u>	<u>Viking Hospitality, LLC</u>	<u>Justin Ramesh Patel</u>	<u>2221 Elkhorn Rd</u>	<u>Lexington</u>	<u>Kentucky</u>	<u>40505-4837</u>	<u>(859)</u>
<u>B/W Plus Louisa</u>	<u>Larmar Lodging Corporation</u>	<u>Gene A. Wilson</u>	<u>18199 Highway 23</u>	<u>Louisa</u>	<u>Kentucky</u>	<u>41230-5329</u>	<u>(606)</u>
<u>B/W Louisville East Inn & Suites</u>	<u>Pramukh Hospitality LLC</u>	<u>Umang Yogendra Patel</u>	<u>9802 Bunsen Way</u>	<u>Louisville</u>	<u>Kentucky</u>	<u>40299-2548</u>	<u>(502)</u>
<u>B/W Premier Airport/Expo Center Hotel</u>	<u>KAPL KY LV LLC</u>	<u>Marcus A. Fullard-Leo</u>	<u>4110 Dixie Hwy</u>	<u>Louisville</u>	<u>Kentucky</u>	<u>40216-3812</u>	<u>(502)</u>
<u>B/W Louisville Airport Expo</u>	<u>Sai Louisville Airport Expo</u>	<u>Virendra Bhai Maheshbhai Patel</u>	<u>4125 Preston Hwy</u>	<u>Louisville</u>	<u>Kentucky</u>	<u>40213-1652</u>	<u>(502)</u>
<u>B/W Lake Cumberland Inn</u>	<u>Amba 3 LLC</u>	<u>Sanjaykumar (Jay) Patel</u>	<u>2030 E Highway 90</u>	<u>Monticello</u>	<u>Kentucky</u>	<u>42633-5949</u>	<u>(606)</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Eagles Inn</u>	<u>Morehead Host LLC</u>	<u>Sunil Patel</u>	<u>110 Toms Dr</u>	<u>Morehead</u>	<u>Kentucky</u>	<u>40351-8413</u>	<u>(606)</u>
<u>B/W University Inn</u>	<u>ANP Lodging LLC</u>	<u>Ajay Patel</u>	<u>1503 N 12th St</u>	<u>Murray</u>	<u>Kentucky</u>	<u>42071-3534</u>	<u>(270)</u>
<u>B/W Plus Owensboro</u>	<u>T and B, LLC</u>	<u>Sanjay Kachiya</u>	<u>1018 Goetz Dr</u>	<u>Owensboro</u>	<u>Kentucky</u>	<u>42301-7461</u>	<u>(270)</u>
<u>B/W Paducah Inn</u>	<u>Sitaram Hospitality LLC</u>	<u>Ajay Patel</u>	<u>2960 Husband Rd</u>	<u>Paducah</u>	<u>Kentucky</u>	<u>42003-9500</u>	<u>(270)</u>
<u>B/W Paris Inn</u>	<u>PARIS HOSPITALITY INC</u>	<u>Dharmendra Patel</u>	<u>2011 Alverson Dr</u>	<u>Paris</u>	<u>Kentucky</u>	<u>40361-2207</u>	<u>(859)</u>
<u>B/W Richmond Hotel</u>	<u>Prosper Hospitality LLC</u>	<u>Hardik Patel</u>	<u>100 Eastern Bypass</u>	<u>Richmond</u>	<u>Kentucky</u>	<u>40475-2302</u>	<u>(859)</u>
<u>B/W Shelbyville Lodge</u>	<u>Godi Villas, Inc</u>	<u>Sunny Patel</u>	<u>115 Isaac Shelby Dr</u>	<u>Shelbyville</u>	<u>Kentucky</u>	<u>40065-9128</u>	<u>(502)</u>
<u>B/W Shepherdsville</u>	<u>Shivji Hospitality, LLC</u>	<u>Sonal Patel</u>	<u>211 S Lakeview Dr</u>	<u>Shepherdsville</u>	<u>Kentucky</u>	<u>40165-7128</u>	<u>(502)</u>
<u>B/W Louisville South / Shepherdsville</u>	<u>Shree Shanker, LLC</u>	<u>Rajesh Patel</u>	<u>362 Brenton Way</u>	<u>Shepherdsville</u>	<u>Kentucky</u>	<u>40165-9226</u>	<u>(502)</u> <u>955-5533</u>
<u>B/W Winchester Hotel</u>	<u>Hari Om LLC</u>	<u>Jigneshkumar Gandhi</u>	<u>1307 W Lexington Ave</u>	<u>Winchester</u>	<u>Kentucky</u>	<u>40391-1128</u>	<u>(859)</u>
<u>B/W Abbeville Inn & Suites</u>	<u>Skav LLC</u>	<u>Ketan Patel</u>	<u>3515 Veterans Dr</u>	<u>Abbeville</u>	<u>Louisiana</u>	<u>70510-5709</u>	<u>(337)</u>
<u>B/W of Alexandria Inn & Suites & Conference Center</u>	<u>CENLA Hospitality LLC</u>	<u>Matt David</u>	<u>2720 N MacArthur Dr</u>	<u>Alexandria</u>	<u>Louisiana</u>	<u>71303-4227</u>	<u>(318)</u>
<u>B/W Heritage Inn & Suites</u>	<u>146 Heritage, LLC</u>	<u>Jayesh H. Patel</u>	<u>146 Heritage</u>	<u>Broussard</u>	<u>Louisiana</u>	<u>70518-8046</u>	<u>(337)</u>
<u>B/W Plus Chalmette Hotel</u>	<u>CBS Hotel Group, LLC</u>	<u>Joseph O'Connor</u>	<u>3400 Paris Rd</u>	<u>Chalmette</u>	<u>Louisiana</u>	<u>70043-2266</u>	<u>(504)</u>
<u>B/W Acadia Hotel</u>	<u>OM SHANTI OM SEVEN, LLC</u>	<u>Dharmesh Patel</u>	<u>9565 Egan Hwy</u>	<u>Crowley</u>	<u>Louisiana</u>	<u>70526-8109</u>	<u>(337)</u>
<u>B/W Delhi Inn</u>	<u>OM SHIV INC.</u>	<u>Rikul R Patel</u>	<u>135 Snider Rd</u>	<u>Delhi</u>	<u>Louisiana</u>	<u>71232-7015</u>	<u>(318)</u>
<u>B/W Plus DeRidder Inn & Suites</u>	<u>TIRUPATI INVESTMENTS 2008 LLC</u>	<u>Vimalkumar S. Patel</u>	<u>1055 N Pine St</u>	<u>DeRidder</u>	<u>Louisiana</u>	<u>70634-2817</u>	<u>(337)</u> <u>460-2066</u>
<u>B/W Eunice</u>	<u>Praire INC</u>	<u>Balvant Patel</u>	<u>1531 W Laurel Ave</u>	<u>Eunice</u>	<u>Louisiana</u>	<u>70535-4015</u>	<u>(337)</u>
<u>B/W Forest Inn</u>	<u>KUHLMAN JR., ALBERT P.</u>	<u>Albert P. Kuhlman</u>	<u>1909 Main St</u>	<u>Franklin</u>	<u>Louisiana</u>	<u>70538-3117</u>	<u>(337)</u>
<u>B/W Houma Inn</u>	<u>KRRISH LLC</u>	<u>Dilip Patel</u>	<u>117 Linda Ann Ave</u>	<u>Gray</u>	<u>Louisiana</u>	<u>70359-3334</u>	<u>(985)</u>
<u>B/W Plus Westbank</u>	<u>Series H of Prime Developments LLC</u>	<u>Chander P. Bhateja</u>	<u>1700 Lapalco Blvd</u>	<u>Harvey</u>	<u>Louisiana</u>	<u>70058-3027</u>	<u>(504)</u> <u>366-5369</u>
<u>B/W Iowa/Lake Charles East</u>	<u>Laxmi Parbhu Inc</u>	<u>Rajesh Patel</u>	<u>204 W Frontage Rd</u>	<u>Iowa</u>	<u>Louisiana</u>	<u>70647-4031</u>	<u>(337)</u>
<u>B/W Plus New Orleans Airport Hotel</u>	<u>ARS Management, LLC</u>	<u>Abdul K. Siddiqui</u>	<u>189 W Airline Dr</u>	<u>Kenner</u>	<u>Louisiana</u>	<u>70062-6886</u>	<u>(504)</u>
<u>B/W La Place Inn</u>	<u>Cajun Hospitality Group LLC</u>	<u>Kishor S. Patel</u>	<u>4289 Main St</u>	<u>La Place</u>	<u>Louisiana</u>	<u>70068-5944</u>	<u>(985)</u>
<u>B/W Lafayette Inn</u>	<u>Om Shanti Om Two, LLC</u>	<u>Dixit Patel</u>	<u>2207 NW Evangeline Trwy</u>	<u>Lafayette</u>	<u>Louisiana</u>	<u>70501-1137</u>	<u>(337)</u> <u>769-2900</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Plus Vermilion River Inn & Suites</u>	<u>Bapu 3 of Lafayette, LLC</u>	<u>Anand Patel</u>	<u>125 E Kaliste Saloom Rd Lafayette</u>		<u>Louisiana</u>	<u>70508-3236</u>	<u>(337)</u>
<u>B/W Bayou Inn & Suites</u>	<u>Gurukirpa LLC</u>	<u>Paul Singh</u>	<u>1320 N Martin Luther King Lake Charles Hwy</u>		<u>Louisiana</u>	<u>70601-2051</u>	<u>(337)</u>
<u>B/W Plus Prien Lake Hotel & Suites - Lake Charles</u>	<u>Satguru Investments LLC</u>	<u>Gurtej Singh</u>	<u>1245 E Prien Lake Rd</u>	<u>Lake Charles</u>	<u>Louisiana</u>	<u>70601-8851</u>	<u>(337)</u>
<u>B/W Plus DeSoto Inn & Suites</u>	<u>GOVIND HOSPITALITY LLC</u>	<u>Dipak Patel</u>	<u>611 Jenkins St</u>	<u>Mansfield</u>	<u>Louisiana</u>	<u>71052-3707</u>	<u>(318)</u>
<u>B/W Minden Inn</u>	<u>Payal Corporation, Inc.</u>	<u>Nickey D. Patel</u>	<u>1411 Sibley Rd</u>	<u>Minden</u>	<u>Louisiana</u>	<u>71055-5137</u>	<u>(318)</u>
<u>B/W Morgan City Inn</u>	<u>Jay Gayatri, LLC</u>	<u>Ramesh Patel</u>	<u>610 Martin Luther King Jr. Morgan City Blvd</u>		<u>Louisiana</u>	<u>70380-2248</u>	<u>(985) 300-0032</u>
<u>B/W Natchitoches Inn</u>	<u>Calcasieu Associates, Inc.</u>	<u>Jay M. Sharplin</u>	<u>5131 University Pkwy</u>	<u>Natchitoches</u>	<u>Louisiana</u>	<u>71457-7169</u>	<u>(318)</u>
<u>B/W Plus French Quarter Courtyard Hotel</u>	<u>North Rampart Corporation, Inc.</u>	<u>Rex J. Waller</u>	<u>920 N Rampart St</u>	<u>New Orleans</u>	<u>Louisiana</u>	<u>70116-3011</u>	<u>(504) 524-3333</u>
<u>B/W Plus St. Christopher Hotel</u>	<u>Hotel Partners, LLC</u>	<u>Marc Dorsey</u>	<u>114 Magazine St</u>	<u>New Orleans</u>	<u>Louisiana</u>	<u>70130-2421</u>	<u>(504)</u>
<u>B/W Oakdale Inn</u>	<u>S R Laxmi LLC</u>	<u>Ravikumar Patel</u>	<u>2030 Highway 165 S</u>	<u>Oakdale</u>	<u>Louisiana</u>	<u>71463-3539</u>	<u>(318)</u>
<u>B/W Plaquemine Inn</u>	<u>KHUSHI HOSPITALITY LLC</u>	<u>Balubhai B. Patel</u>	<u>23235 Highway 1 S</u>	<u>Plaquemine</u>	<u>Louisiana</u>	<u>70764-2558</u>	<u>(225)</u>
<u>B/W Rayne Inn</u>	<u>OM KB Hospitality LLC</u>	<u>Kishan Patel</u>	<u>1422 N Polk St</u>	<u>Rayne</u>	<u>Louisiana</u>	<u>70578-6221</u>	<u>(337)</u>
<u>B/W Plus Ruston Hotel</u>	<u>Ruston Lodging Partners, LLC</u>	<u>Kiran J. Patel</u>	<u>1011 Willow Glen Blvd</u>	<u>Ruston</u>	<u>Louisiana</u>	<u>71270-3896</u>	<u>(318)</u>
<u>B/W St. Francisville Hotel</u>	<u>Vimal Enterprises, LLC</u>	<u>Balubhai B. Patel</u>	<u>6756 US Highway 61</u>	<u>Saint Francisville</u>	<u>Louisiana</u>	<u>70775-4520</u>	<u>(225)</u>
<u>B/W Slidell Hotel</u>	<u>JJB, Inc.</u>	<u>Hamant K. Patel</u>	<u>120 Taos St</u>	<u>Slidell</u>	<u>Louisiana</u>	<u>70458-3158</u>	<u>(985)</u>
<u>B/W Plus Executive Hotel & Suites</u>	<u>108 WESTERN PROPERTIES LLC</u>	<u>Tracy French</u>	<u>1200 Pintail St</u>	<u>Sulphur</u>	<u>Louisiana</u>	<u>70665-6402</u>	<u>(337) 625-9000</u>
<u>B/W Ville Platte</u>	<u>Om Sai Ram Hospitality LLC</u>	<u>Mehulbhai Pramodbhai Patel</u>	<u>1919 E Main St</u>	<u>Ville Platte</u>	<u>Louisiana</u>	<u>70586-6646</u>	<u>(337)</u>
<u>B/W Casino Inn</u>	<u>Saay, LLC</u>	<u>Aziz Tejani</u>	<u>2466 Toomey Rd</u>	<u>Vinton</u>	<u>Louisiana</u>	<u>70668-6309</u>	<u>(337)</u>
<u>B/W Plus Regency Park</u>	<u>Jay Ambe 2021, LLC</u>	<u>Rimaben Patel</u>	<u>13600 Hartman Ln</u>	<u>Walker</u>	<u>Louisiana</u>	<u>70785-6010</u>	<u>(225)</u>
<u>B/W West Monroe Inn</u>	<u>Sai Quest, LLC</u>	<u>Jiten Patel</u>	<u>405 Thomas Rd</u>	<u>West Monroe</u>	<u>Louisiana</u>	<u>71292-7938</u>	<u>(318)</u>
<u>B/W Bayou Inn</u>	<u>Shree Ram LLC</u>	<u>Ketan T. Patel</u>	<u>9008 Westbank Expy</u>	<u>Westwego</u>	<u>Louisiana</u>	<u>70094-3734</u>	<u>(504)</u>
<u>B/W Zachary Inn</u>	<u>Zachary Sterling Properties</u>	<u>Rajesh M. Patel</u>	<u>4030 Highway 19</u>	<u>Zachary</u>	<u>Louisiana</u>	<u>70791-3906</u>	<u>(225)</u>
<u>B/W Plus Augusta Civic Center Inn</u>	<u>GIRI COMMUNITY DRIVE, LLC</u>	<u>Ashish Sangani</u>	<u>110 Community Dr</u>	<u>Augusta</u>	<u>Maine</u>	<u>04330-8009</u>	<u>(207)</u>
<u>B/W White House Inn</u>	<u>WHITE HOUSE INN</u>	<u>John D. Lafayette</u>	<u>155 Littlefield Ave</u>	<u>Bangor</u>	<u>Maine</u>	<u>04401-7206</u>	<u>(207)</u>
<u>B/W Acadia Park Inn</u>	<u>Giri Bar Harbor 3, Inc.</u>	<u>Ashish Sangani</u>	<u>452 State Highway 3</u>	<u>Bar Harbor</u>	<u>Maine</u>	<u>04609-7213</u>	<u>(207)</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Plus Brunswick Bath</u>	<u>Giri Brunswick LLC</u>	<u>Ashish Sangani</u>	<u>71 Gurnet Rd</u>	<u>Brunswick</u>	<u>Maine</u>	<u>04011-9328</u>	<u>(207)</u>
<u>B/W Freeport Inn</u>	<u>The Inn at Freeport LLC</u>	<u>Matthew Goldfine</u>	<u>31 US Route 1</u>	<u>Freeport</u>	<u>Maine</u>	<u>04032-7000</u>	<u>(207)</u>
<u>B/W Plus Rumford Falls</u>	<u>Pennacook Falls Investments, Carter Ltd.</u>	<u>Tony</u>	<u>50 Prospect Ave</u>	<u>Rumford</u>	<u>Maine</u>	<u>04276-2022</u>	<u>(207)</u> <u>507-4061</u>
<u>B/W Merry Manor Inn</u>	<u>LAFAYETTE SOUTH PORTLAND INC.</u>	<u>John D. Lafayette</u>	<u>700 Main St</u>	<u>South Portland</u>	<u>Maine</u>	<u>04106-5402</u>	<u>(207)</u>
<u>B/W Plus Waterville Grand Hotel</u>	<u>GIRI WATERVILLE LLC</u>	<u>Ashish Sangani</u>	<u>375 Main St</u>	<u>Waterville</u>	<u>Maine</u>	<u>04901-4924</u>	<u>(207)</u>
<u>B/W York Inn</u>	<u>OCEAN HOSPITALITY, INC</u>	<u>Robins Patel</u>	<u>2 Brickyard Ln</u>	<u>York</u>	<u>Maine</u>	<u>03909-1600</u>	<u>(207)</u>
<u>B/W Annapolis</u>	<u>RIVA LODGING LLC</u>	<u>Asmita V. Patel</u>	<u>2520 Riva Rd</u>	<u>Annapolis</u>	<u>Maryland</u>	<u>21401-1405</u>	<u>(410)</u>
<u>B/W Plus Hotel & Conference Center</u>	<u>Northstar Travel Plaza LLC</u>	<u>Anil Patel</u>	<u>5625 O'Donnell St</u>	<u>Baltimore</u>	<u>Maryland</u>	<u>21224-4630</u>	<u>(410)</u> <u>633-9500</u>
<u>B/W Plus College Park Hotel</u>	<u>VASU, LLC</u>	<u>Vipul Patel</u>	<u>8419 Baltimore Ave</u>	<u>College Park</u>	<u>Maryland</u>	<u>20740-2437</u>	<u>(301)</u>
<u>B/W Denton Inn</u>	<u>FOUR STAR HOTELS, INC</u>	<u>Jayesh L. Korat</u>	<u>521 Fleetwood Rd</u>	<u>Denton</u>	<u>Maryland</u>	<u>21629-3306</u>	<u>(410)</u>
<u>B/W Plus Easton Inn & Suites</u>	<u>Talbot Hospitality, LLC</u>	<u>Gurjit Singh</u>	<u>8708 Alicia Dr</u>	<u>Easton</u>	<u>Maryland</u>	<u>21601-7054</u>	<u>(410)</u>
<u>B/W Plus BWI Airport Hotel - Arundel Mills</u>	<u>Dorsey Hotel Associates, LP</u>	<u>James Starke</u>	<u>6755 Dorsey Rd</u>	<u>Elkridge</u>	<u>Maryland</u>	<u>21075-6206</u>	<u>(410)</u> <u>796-3300</u>
<u>B/W Historic Frederick</u>	<u>PANSURIYA HOSPITALITY LLC</u>	<u>Neeta Pansuriya</u>	<u>420 Prospect Blvd</u>	<u>Frederick</u>	<u>Maryland</u>	<u>21701-6400</u>	<u>(301)</u>
<u>B/W Kent Narrows Inn</u>	<u>SEEMA HOSPITALITY LLC</u>	<u>Rameshbhai D. Patel</u>	<u>3101 Main St</u>	<u>Grasonville</u>	<u>Maryland</u>	<u>21638-1029</u>	<u>(410)</u>
<u>B/W La Plata Inn</u>	<u>La Plata Hospitality LLC</u>	<u>Rakesh Shah</u>	<u>6900 Crain Hwy</u>	<u>La Plata</u>	<u>Maryland</u>	<u>20646-5933</u>	<u>(301)</u>
<u>B/W Capital Beltway Washington DC</u>	<u>CAPITAL BELTWAY LIMITED Patel PARTNERSHIP</u>	<u>Shanker K.</u>	<u>5910 Princess Garden Pkwy</u>	<u>Lanham</u>	<u>Maryland</u>	<u>20706-2905</u>	<u>(301)</u> <u>459-1000</u>
<u>B/W Laurel</u>	<u>Heritage East Investments, LLC</u>	<u>Vishal Mirpuri</u>	<u>1 N 2nd ST</u>	<u>Laurel</u>	<u>Maryland</u>	<u>20707-1866</u>	<u>(301)</u>
<u>B/W Braddock Inn</u>	<u>NIRAMAY LLC</u>	<u>Jignesh S. Desai</u>	<u>1268 National Hwy</u>	<u>LaVale</u>	<u>Maryland</u>	<u>21502-7607</u>	<u>(301)</u>
<u>B/W Chesapeake Bay North Inn</u>	<u>BEST HOSPITALITY LLC</u>	<u>Kalpesh R. Shah</u>	<u>39 Elwoods Rd</u>	<u>North East</u>	<u>Maryland</u>	<u>21901-1805</u>	<u>(410)</u>
<u>B/W Ocean City Hotel & Suites</u>	<u>BW 56TH Street, LLC</u>	<u>James R. Schneider</u>	<u>5501 Coastal Hwy</u>	<u>Ocean City</u>	<u>Maryland</u>	<u>21842-1344</u>	<u>(443)</u>
<u>B/W Plus Ocean City</u>	<u>BW Seabay, LLC</u>	<u>James R. Schneider</u>	<u>6007 Coastal Hwy</u>	<u>Ocean City</u>	<u>Maryland</u>	<u>21842-7361</u>	<u>(410)</u>
<u>B/W Premier Rockville Hotel & Suites</u>	<u>Rockville Motel Associates, LLC</u>	<u>Jeffrey S. Wilder</u>	<u>1251 W Montgomery Ave</u>	<u>Rockville</u>	<u>Maryland</u>	<u>20850-3133</u>	<u>(301)</u> <u>424-4940</u>
<u>B/W Salisbury Plaza</u>	<u>Liberty Business Venture, LLC</u>	<u>Friday Isokpehi Obaseimi</u>	<u>1735 N Salisbury Blvd</u>	<u>Salisbury</u>	<u>Maryland</u>	<u>21801-3330</u>	<u>(410)</u>
<u>B/W Westminster Hotel</u>	<u>Westminster Hotel Investors, LLC</u>	<u>Frank D. Reagoso</u>	<u>451 WMC Dr</u>	<u>Westminster</u>	<u>Maryland</u>	<u>21158-4336</u>	<u>(410)</u>
<u>B/W Plus Boston Hotel</u>	<u>Dev Hospitality, LLC</u>	<u>Ashok Patel</u>	<u>891 Massachusetts Ave</u>	<u>Boston</u>	<u>Massachusetts</u>	<u>02118-2607</u>	<u>(617)</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Braintree Inn</u>	<u>Norfolk Hospitality, LLC</u>	<u>Raj Patel</u>	<u>190 Wood Rd</u>	<u>Braintree</u>	<u>Massachusetts</u>	<u>02184-2502</u>	<u>(781)</u>
<u>B/W Plus Chelmsford Inn</u>	<u>Priti Hospitality, LLC</u>	<u>Ashok Patel</u>	<u>187 Chelmsford St</u>	<u>Chelmsford</u>	<u>Massachusetts</u>	<u>01824-2307</u>	<u>(978)</u>
<u>B/W Plus North Shore Hotel</u>	<u>Toral LLC</u>	<u>Ashok Patel</u>	<u>50 Dayton St</u>	<u>Danvers</u>	<u>Massachusetts</u>	<u>01923-1018</u>	<u>(978)</u>
<u>B/W Cape Cod Hotel</u>	<u>Cape Cod Hotel, LLC</u>	<u>Gaurangkumar Patel</u>	<u>1470 Iyannough Rd</u>	<u>Hyannis</u>	<u>Massachusetts</u>	<u>02601-1835</u>	<u>(508)</u>
<u>B/W Royal Plaza Hotel & Trade Center</u>	<u>Royal Plaza Marlborough, LLC</u>	<u>Anthony J. LaCava</u>	<u>181 Boston Post Rd W</u>	<u>Marlborough</u>	<u>Massachusetts</u>	<u>01752-1840</u>	<u>(508)</u> <u>460-0700</u>
<u>B/W North Attleboro / Providence Beltway</u>	<u>Krishna Darshan Corporation</u>	<u>Dilip M. Gandhi</u>	<u>707 S Washington St</u>	<u>North Attleboro</u>	<u>Massachusetts</u>	<u>02760-3624</u>	<u>(508)</u>
<u>B/W Dartmouth-New Bedford</u>	<u>RK & Jay Inc</u>	<u>Kuntal Patel</u>	<u>737 State Rd</u>	<u>North Dartmouth</u>	<u>Massachusetts</u>	<u>02747-1821</u>	<u>(508)</u>
<u>B/W Plus Berkshire Hills Inn & Suites</u>	<u>Sita, Inc.</u>	<u>Mauer Desai</u>	<u>1350 W Housatonic St</u>	<u>Pittsfield</u>	<u>Massachusetts</u>	<u>01201-7514</u>	<u>(413)</u> <u>442-8714</u>
<u>B/W Plus Cold Spring</u>	<u>Om Hospitality LLC</u>	<u>Ashok Patel</u>	<u>180 Court St</u>	<u>Plymouth</u>	<u>Massachusetts</u>	<u>02360-4036</u>	<u>(508)</u>
<u>B/W Adams Inn Quincy-Boston</u>	<u>Giri Quincy, LLC</u>	<u>Ashish Sangani</u>	<u>29 Hancock St</u>	<u>Quincy</u>	<u>Massachusetts</u>	<u>02171-1707</u>	<u>(617)</u>
<u>B/W Rockland</u>	<u>909 HINGHAM LLC</u>	<u>Devesh Karani</u>	<u>909 Hingham St</u>	<u>Rockland</u>	<u>Massachusetts</u>	<u>02370-1050</u>	<u>(781)</u>
<u>B/W Providence-Seekonk Inn</u>	<u>VIVEK HOSPITALITY GROUP, LLC</u>	<u>Shamir Patel</u>	<u>45 Mink St</u>	<u>Seekonk</u>	<u>Massachusetts</u>	<u>02771-5914</u>	<u>(508)</u> <u>336-4927</u>
<u>B/W Plus The Inn at Sharon/Foxboro</u>	<u>Giri Sharon LLC</u>	<u>Ashish Sangani</u>	<u>395 Old Post Rd</u>	<u>Sharon</u>	<u>Massachusetts</u>	<u>02067-1619</u>	<u>(781)</u>
<u>B/W Plus Waltham Boston</u>	<u>The LaCava Family, LLC</u>	<u>Anthony J. LaCava</u>	<u>380 Winter St</u>	<u>Waltham</u>	<u>Massachusetts</u>	<u>02451-8700</u>	<u>(781)</u>
<u>B/W Springfield West Inn</u>	<u>SNS Brothers LLC</u>	<u>Shambhu Rana</u>	<u>429 Riverdale St</u>	<u>West Springfield</u>	<u>Massachusetts</u>	<u>01089-4625</u>	<u>(413)</u>
<u>Aiden by Best Western Cape Cod - West Yarmouth</u>	<u>S&H Hotel Yarmouth LLC</u>	<u>Ashok Patel</u>	<u>476 Route 28</u>	<u>West Yarmouth</u>	<u>Massachusetts</u>	<u>02673-4841</u>	<u>(508)</u> <u>778-1500</u>
<u>B/W Plus New Englander</u>	<u>1 Rainin Investments LLC</u>	<u>Ashok Patel</u>	<u>1 Rainin Rd</u>	<u>Woburn</u>	<u>Massachusetts</u>	<u>01801-4627</u>	<u>(781)</u>
<u>B/W Greenfield Inn</u>	<u>Greenfield Inn Hospitality, LLC</u>	<u>Najib Ayar</u>	<u>3000 Enterprise Dr</u>	<u>Allen Park</u>	<u>Michigan</u>	<u>48101-3529</u>	<u>(313)</u>
<u>B/W Executive Inn</u>	<u>Centreville Plaza Inc.</u>	<u>Manjit Kaur</u>	<u>5090 Beckley Rd</u>	<u>Battle Creek</u>	<u>Michigan</u>	<u>49015-4116</u>	<u>(269)</u>
<u>B/W Benton Harbor-St. Joseph</u>	<u>Benton Harbor Corp</u>	<u>Kalpeshkumar Patel</u>	<u>1592 Mall Dr</u>	<u>Benton Harbor</u>	<u>Michigan</u>	<u>49022-2310</u>	<u>(269)</u>
<u>B/W River Terrace</u>	<u>RAM HOSPITALITY INC.</u>	<u>Axay Mahipatsinh</u>	<u>847 S Main St</u>	<u>Cheboygan</u>	<u>Michigan</u>	<u>49721-2219</u>	<u>(231)</u>
<u>B/W Clare Hotel</u>	<u>Shri Hari Corp</u>	<u>Kirti Patel</u>	<u>10100 S Clare Ave</u>	<u>Clare</u>	<u>Michigan</u>	<u>48617-8924</u>	<u>(989)</u>
<u>B/W Plus Coldwater Hotel</u>	<u>Rita's Hospitality Inc.</u>	<u>Pradip Patel</u>	<u>630 E Chicago St</u>	<u>Coldwater</u>	<u>Michigan</u>	<u>49036-2028</u>	<u>(517)</u>
<u>B/W Davison Inn</u>	<u>Bhullar Hospitality Inc.</u>	<u>Ranjeet Kaur Bhullar</u>	<u>10082 Lapeer Rd.</u>	<u>Davison</u>	<u>Michigan</u>	<u>48423-8117</u>	<u>(810)</u>
<u>B/W DeWitt</u>	<u>Diya Hotels, LLC</u>	<u>Mehul Patel</u>	<u>1055 Aaron Dr</u>	<u>DeWitt</u>	<u>Michigan</u>	<u>48820-9080</u>	<u>(517)</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Plus Flint Airport Inn &</u>	<u>Highway 23 Hotels</u>	<u>Maheer Atallah Qazaha</u>	<u>6075 Hill 23 Dr</u>	<u>Flint</u>	<u>Michigan</u>	<u>48507-3894</u>	<u>(810)</u>
<u>B/W Gaylord</u>	<u>Kush Hospitality, LLC</u>	<u>Kishor K. Virani</u>	<u>1201 W Main St</u>	<u>Gaylord</u>	<u>Michigan</u>	<u>49735-7407</u>	<u>(989)</u>
<u>B/W Beacon Inn</u>	<u>Sia Investment Properties, LLC</u>	<u>Bhavesh Dhulabhai</u>	<u>1525 S Beacon Blvd</u>	<u>Grand Haven</u>	<u>Michigan</u>	<u>49417-2612</u>	<u>(616)</u>
<u>B/W Executive Inn & Suites</u>	<u>Karuna Sager Krupa LLC</u>	<u>Sahil Patel</u>	<u>2725 Buchanan Ave SW</u>	<u>Grand Rapids</u>	<u>Michigan</u>	<u>49548-1010</u>	<u>(616)</u>
<u>B/W of Harbor Springs</u>	<u>HARBOR HILLS INVESTMENT CORP.</u>	<u>Michael Carl Erxleben</u>	<u>8514 M-119</u>	<u>Harbor Springs</u>	<u>Michigan</u>	<u>49740-9586</u>	<u>(231)</u> <u>347-9050</u>
<u>B/W of Hartland</u>	<u>Hartland Hospitality, Inc</u>	<u>Zuher Qonja</u>	<u>10087 Highland Rd</u>	<u>Hartland</u>	<u>Michigan</u>	<u>48353</u>	<u>(810)</u>
<u>B/W Plus Kalamazoo Suites</u>	<u>MBK Hospitality LLC</u>	<u>Kanubhai Patel</u>	<u>2575 S 11th St</u>	<u>Kalamazoo</u>	<u>Michigan</u>	<u>49009-2105</u>	<u>(269)</u>
<u>B/W Lapeer Inn</u>	<u>Michigan Hotel Group, LLC</u>	<u>Paritosh Patel</u>	<u>770 West St</u>	<u>Lapeer</u>	<u>Michigan</u>	<u>48446-3065</u>	<u>(810)</u>
<u>B/W Detroit Livonia</u>	<u>BW Livonia Operating, LLC</u>	<u>Najib Ayar</u>	<u>16999 S Laurel Park Dr</u>	<u>Livonia</u>	<u>Michigan</u>	<u>48154-1121</u>	<u>(734)</u>
<u>B/W Lakewinds</u>	<u>FERWERDA MOTEL CORPORATION TRUST</u>	<u>Timothy Allen Ferwerda</u>	<u>5005 W US Highway 10</u>	<u>Ludington</u>	<u>Michigan</u>	<u>49431-8692</u>	<u>(231)</u> <u>843-2140</u>
<u>B/W Plus Dockside Waterfront Inn</u>	<u>BW Dockside Inc.</u>	<u>Giuseppe Donato</u>	<u>505 S Huron Ave</u>	<u>Mackinaw City</u>	<u>Michigan</u>	<u>49701-9727</u>	<u>(231)</u>
<u>B/W Okemos/East Lansing Hotel & Suites</u>	<u>Best Hospitality Group, LLC</u>	<u>Daivin Bacall</u>	<u>2209 University Park Dr</u>	<u>Okemos</u>	<u>Michigan</u>	<u>48864-3967</u>	<u>(517)</u> <u>349-8700</u>
<u>B/W Port Huron Blue Water</u>	<u>Raina Properties Inc.</u>	<u>Janantik Pandya</u>	<u>2282 Water St</u>	<u>Port Huron</u>	<u>Michigan</u>	<u>48060-2428</u>	<u>(810)</u>
<u>B/W Harbour Pointe Lakefront</u>	<u>HARRINGTON & HARRINGTON LLC</u>	<u>Kanubhai Patel</u>	<u>797 N State St</u>	<u>Saint Ignace</u>	<u>Michigan</u>	<u>49781-1137</u>	<u>(906)</u> <u>643-6000</u>
<u>B/W Plaza Hotel Saugatuck</u>	<u>SHREE KRISHANA INC</u>	<u>Pankaj Patel</u>	<u>3457 Blue Star Hwy</u>	<u>Saugatuck</u>	<u>Michigan</u>	<u>49453-9400</u>	<u>(269)</u>
<u>B/W Sault Ste. Marie</u>	<u>BW SSM, INC</u>	<u>Mehul Patel</u>	<u>4335 I-75 Business Spur</u>	<u>Sault Sainte Marie</u>	<u>Michigan</u>	<u>49783-3621</u>	<u>(906)</u>
<u>B/W Plus Traverse City</u>	<u>Near the Bay, LLC</u>	<u>Alex Mowczan</u>	<u>305 Munson Ave (US</u>	<u>Traverse City</u>	<u>Michigan</u>	<u>49686-3069</u>	<u>(231)</u>
<u>B/W Warren Hotel</u>	<u>Warren Superior Hospitality.</u>	<u>Heather Kanona</u>	<u>7447 Convention Blvd</u>	<u>Warren</u>	<u>Michigan</u>	<u>48092-3875</u>	<u>(586)</u>
<u>B/W Plus Wayland Hotel</u>	<u>Sham Hospitality Inc.</u>	<u>Pankaj Patel</u>	<u>396 Reno Dr</u>	<u>Wayland</u>	<u>Michigan</u>	<u>49348-1277</u>	<u>(269)</u>
<u>B/W Woodhaven Inn</u>	<u>WOODHAVEN LODGING LLC</u>	<u>Jamal Bahoura</u>	<u>21700 West Rd</u>	<u>Woodhaven</u>	<u>Michigan</u>	<u>48183-3242</u>	<u>(734)</u>
<u>B/W Plus Albert Lea I-90/I-35 Hotel</u>	<u>Shiv Shakti Ganesh Inc</u>	<u>Bhavesh Amin</u>	<u>821 E Plaza St</u>	<u>Albert Lea</u>	<u>Minnesota</u>	<u>56007-2084</u>	<u>(507)</u>
<u>B/W Alexandria Inn</u>	<u>Mahakaleshwar LLC</u>	<u>Akash Chaudhari</u>	<u>508 Twin Blvd</u>	<u>Alexandria</u>	<u>Minnesota</u>	<u>56308-6424</u>	<u>(320)</u>
<u>B/W Bemidji</u>	<u>OM Reem, Inc.</u>	<u>Daksha M. Patel</u>	<u>2420 Paul Bunyan Dr NW Bemidji</u>		<u>Minnesota</u>	<u>56601-8790</u>	<u>(218)</u>
<u>B/W Plus Blaine at the National Sports Center</u>	<u>S. S. Enterprises LLC</u>	<u>Amrinderjit Singh Sachdeva</u>	<u>10580 Baltimore St NE</u>	<u>Blaine</u>	<u>Minnesota</u>	<u>55449-4512</u>	<u>(763)</u> <u>792-0750</u>
<u>B/W Bloomington Edina - Minneapolis</u>	<u>4201 American Hotel Group</u>	<u>Harshal Patel</u>	<u>4201 American Blvd W</u>	<u>Bloomington</u>	<u>Minnesota</u>	<u>55437-1120</u>	<u>(952)</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Brooklyn Center Hotel & Conference Center</u>	<u>Minn Hotels, LLC</u>	<u>Nupen Dayha Patel</u>	<u>2200 Freeway</u>	<u>Brooklyn Center</u>	<u>Minnesota</u>	<u>55430-1737</u>	<u>(763)</u>
<u>B/W Premier The Lodge on Lake Detroit</u>	<u>Holland Lodging Inc.</u>	<u>Christine A. Holland-Mehlhaff</u>	<u>1200 E Shore Dr</u>	<u>Detroit Lakes</u>	<u>Minnesota</u>	<u>56501-4727</u>	<u>(218)</u>
<u>B/W Plus Dakota Ridge</u>	<u>Pilot Knob Hotel Group LLC</u>	<u>Harshal Patel</u>	<u>3450 Washington Dr</u>	<u>Eagan</u>	<u>Minnesota</u>	<u>55122-3003</u>	<u>(651)</u>
<u>B/W Fairmont</u>	<u>Torgerson Properties Limited Partnership</u>	<u>Robert Kisabeth</u>	<u>1201 Torgerson Dr</u>	<u>Fairmont</u>	<u>Minnesota</u>	<u>56031</u>	<u>(507) 238-4771</u>
<u>B/W Plus Superior Inn</u>	<u>Holland Motel, Inc.</u>	<u>Christine A. Holland-Mehlhaff</u>	<u>108 E Highway 61 PO Box 456</u>	<u>Grand Marais</u>	<u>Minnesota</u>	<u>55604-3130</u>	<u>(218)</u>
<u>B/W Plus Grand Rapids MN</u>	<u>Grand Rapids Hotel Properties LLC</u>	<u>Todd Victor Byhre</u>	<u>2309 SW 1st Avenue</u>	<u>Grand Rapids</u>	<u>Minnesota</u>	<u>55744-9507</u>	<u>(218)</u>
<u>B/W Plus Isanti</u>	<u>Isanti Hotel Partners, LLC</u>	<u>Robert Hjort</u>	<u>409 Main Street East</u>	<u>Isanti</u>	<u>Minnesota</u>	<u>55040</u>	<u>(763)</u>
<u>B/W Plus LaCrescent / LaCrosse</u>	<u>Lacrescent Hotel Group, LLC</u>	<u>Sheila Margaret Wieser</u>	<u>509 N Chestnut St</u>	<u>La Crescent</u>	<u>Minnesota</u>	<u>55947</u>	<u>(507)</u>
<u>B/W Plus The Normandy Inn & Suites</u>	<u>Normandy Inn, Inc.</u>	<u>Michael John Noble</u>	<u>405 S 8th St</u>	<u>Minneapolis</u>	<u>Minnesota</u>	<u>55404-1026</u>	<u>(612) 370-1400</u>
<u>B/W Plus Chelsea Hotel</u>	<u>CHIN FONG INN INC</u>	<u>Marianna Khauv</u>	<u>89 Chelsea Rd</u>	<u>Monticello</u>	<u>Minnesota</u>	<u>55362-8912</u>	<u>(763)</u>
<u>B/W Plus New Ulm</u>	<u>BDH2- New Ulm, LLC</u>	<u>Kyle Andrew Schock</u>	<u>2101 S Broadway St</u>	<u>New Ulm</u>	<u>Minnesota</u>	<u>56073-3953</u>	<u>(507)</u>
<u>B/W Rochester Hotel Mayo Clinic Area/St. Mary's</u>	<u>Apache Hotel Group LLC</u>	<u>Harshal Patel</u>	<u>1517 16th St SW</u>	<u>Rochester</u>	<u>Minnesota</u>	<u>55902-1075</u>	<u>(507) 289-8866</u>
<u>B/W Plus Kelly Inn</u>	<u>Kelly Midwest Ventures LP</u>	<u>Dawn Koble</u>	<u>100 4th Ave S</u>	<u>Saint Cloud</u>	<u>Minnesota</u>	<u>56301-3615</u>	<u>(320)</u>
<u>B/W Plus Como Park Hotel</u>	<u>Pacific Lodging LLC</u>	<u>Steven Bauer</u>	<u>1010 Bandana Blvd W</u>	<u>Saint Paul</u>	<u>Minnesota</u>	<u>55108-5107</u>	<u>(651)</u>
<u>B/W Plus Saint Peter</u>	<u>St Peter Hospitality LLC</u>	<u>Brian Kern</u>	<u>1301 Old Minnesota</u>	<u>Saint Peter</u>	<u>Minnesota</u>	<u>56082</u>	<u>(507)</u>
<u>B/W Plus St. Paul</u>	<u>BDH2 - Shoreview, LLC</u>	<u>Kyle Andrew Schock</u>	<u>1000 Gramsie Rd</u>	<u>Shoreview</u>	<u>Minnesota</u>	<u>55126-2949</u>	<u>(651)</u>
<u>B/W Plus White Bear Country Inn</u>	<u>White Bear Hotel, LLC</u>	<u>William Foussard</u>	<u>4940 State Highway 61</u>	<u>White Bear Lake</u>	<u>Minnesota</u>	<u>55110-2600</u>	<u>(651)</u>
<u>B/W Plus Willmar</u>	<u>Torgerson Properties, Inc.</u>	<u>Robert Kisabeth</u>	<u>2100 Highway 12 E</u>	<u>Willmar</u>	<u>Minnesota</u>	<u>56201-5819</u>	<u>(320)</u>
<u>B/W Oak Manor</u>	<u>GAMA CORPORATION</u>	<u>Sanmukh P. Desai</u>	<u>886 Beach Blvd</u>	<u>Biloxi</u>	<u>Mississippi</u>	<u>39530-4136</u>	<u>(228)</u>
<u>B/W Canton Inn</u>	<u>HMS Lodging, Inc</u>	<u>Manish Patel</u>	<u>137 Soldier Colony Rd</u>	<u>Canton</u>	<u>Mississippi</u>	<u>39046-9783</u>	<u>(601)</u>
<u>B/W Executive Suites</u>	<u>Ganesha Investment LLC</u>	<u>Mitulkumar Patel</u>	<u>303 Shoney Dr</u>	<u>Columbus</u>	<u>Mississippi</u>	<u>39705-1763</u>	<u>(662)</u>
<u>B/W Plus Flowood Inn & Suites</u>	<u>Sohan Inc.</u>	<u>Minal Patel</u>	<u>1004 Top St</u>	<u>Flowood</u>	<u>Mississippi</u>	<u>39232-9579</u>	<u>(601)</u>
<u>B/W Seaway Inn</u>	<u>Exit 34A, LLC</u>	<u>Candra Shular-Carroll</u>	<u>9475 Highway 49</u>	<u>Gulfport</u>	<u>Mississippi</u>	<u>39503-4227</u>	<u>(228)</u>
<u>B/W Premier University Inn</u>	<u>HATTIESBURG LODGING GROUP, LLC</u>	<u>Anuj Bharat Patel</u>	<u>132 Plaza Dr</u>	<u>Hattiesburg</u>	<u>Mississippi</u>	<u>39402-1391</u>	<u>(601) 909-6658</u>
<u>B/W Plus Goodman Inn & Suites</u>	<u>Jai Jai Ambe LLC</u>	<u>Rohan Patel</u>	<u>6910 Wind Chase Dr</u>	<u>Horn Lake</u>	<u>Mississippi</u>	<u>38637-1453</u>	<u>(662)</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Plus Jackson Downtown-Coliseum</u>	<u>RAM & SONS CORPORATION</u>	<u>Dave Patel</u>	<u>725 Larson St</u>	<u>Jackson</u>	<u>Mississippi</u>	<u>39202-3437</u>	<u>(601)</u>
<u>B/W Plus Magee Inn and Suites</u>	<u>Prema L.L.C.</u>	<u>Minal Patel</u>	<u>401 8th Ave SW</u>	<u>Magee</u>	<u>Mississippi</u>	<u>39111-3961</u>	<u>(601)</u>
<u>B/W Flagship Inn</u>	<u>MICHAEL SHULAR</u>	<u>Michael L. Shular</u>	<u>4830 Amoco Dr</u>	<u>Moss Point</u>	<u>Mississippi</u>	<u>39563-9572</u>	<u>(228)</u>
<u>B/W New Albany</u>	<u>Value Hospitality LLC</u>	<u>Vishal Patel</u>	<u>400 State Highway 30 W</u>	<u>New Albany</u>	<u>Mississippi</u>	<u>38652-2403</u>	<u>(662)</u>
<u>B/W Plus Olive Branch Hotel & Suites</u>	<u>Jalaram Bhandar LLC</u>	<u>Rohan Patel</u>	<u>10915 Business Center Dr</u>	<u>Olive Branch</u>	<u>Mississippi</u>	<u>38654-8502</u>	<u>(662)</u> <u>892-2680</u>
<u>B/W Plus Desoto</u>	<u>Craft-Goodman Lodging, LLC</u>	<u>Bhupender Patel</u>	<u>7904 Craft-Goodman Frontage Rd</u>	<u>Olive Branch</u>	<u>Mississippi</u>	<u>38654</u>	<u>(662)</u>
<u>B/W Airport Inn</u>	<u>R.K. Enterprises of Mississippi, Inc.</u>	<u>Ramesh M. Patel</u>	<u>257 S Pearson Rd</u>	<u>Pearl</u>	<u>Mississippi</u>	<u>39208-5600</u>	<u>(601)</u> <u>936-2060</u>
<u>B/W Plus Philadelphia-Choctaw Hotel and Suites</u>	<u>Blessed Hotels LLC</u>	<u>Murad Ali Budhwani</u>	<u>15211 Highway 16 W</u>	<u>Philadelphia</u>	<u>Mississippi</u>	<u>39350-6734</u>	<u>(601)</u>
<u>B/W Plus Tupelo Inn & Suites</u>	<u>BW Tupelo, LLC</u>	<u>Jay Patel</u>	<u>3158 N Gloster St</u>	<u>Tupelo</u>	<u>Mississippi</u>	<u>38804-9744</u>	<u>(662)</u>
<u>B/W Vicksburg</u>	<u>Ruby Inn, Inc.</u>	<u>Rajesh M. Patel</u>	<u>2445 N Frontage Rd</u>	<u>Vicksburg</u>	<u>Mississippi</u>	<u>39180-5177</u>	<u>(601)</u>
<u>B/W Gateway Inn</u>	<u>PMS II, Inc.</u>	<u>Paresh Patel</u>	<u>286 Wyeth Ln</u>	<u>Yazoo City</u>	<u>Mississippi</u>	<u>39194-4653</u>	<u>(662)</u>
<u>B/W Plus Bolivar Hotel & Suites</u>	<u>Vineyard Hospitality LLC</u>	<u>Drew Kifer</u>	<u>777 E San Martin St</u>	<u>Bolivar</u>	<u>Missouri</u>	<u>65613-2982</u>	<u>(417)</u>
<u>B/W Plus Landing View Inn &</u>	<u>Rustic Oak Properties, LLC</u>	<u>Gordon A. Elliott</u>	<u>403 W Main St</u>	<u>Branson</u>	<u>Missouri</u>	<u>65616-2768</u>	<u>(417)</u>
<u>B/W Center Pointe Inn</u>	<u>MYER DEVELOPMENT CO.</u>	<u>Gail Lynn Myer</u>	<u>3215 W 76 Country Blvd</u>	<u>Branson</u>	<u>Missouri</u>	<u>65616-3551</u>	<u>(417)</u>
<u>B/W Music Capital Inn</u>	<u>Branson Hotels LLC</u>	<u>Nikesh Patel</u>	<u>3257 Shepherd of the Hills Expy</u>	<u>Branson</u>	<u>Missouri</u>	<u>65616-8104</u>	<u>(417)</u> <u>334-8378</u>
<u>B/W Branson Inn and Conference Center</u>	<u>LACS, LLC</u>	<u>Runrun Li</u>	<u>8514 E State Hwy 76</u>	<u>Branson West</u>	<u>Missouri</u>	<u>65737-8881</u>	<u>(417)</u>
<u>B/W Brookfield</u>	<u>Brookfield Inn Investors, Inc</u>	<u>Tammy Abbott</u>	<u>28622 Highway 11</u>	<u>Brookfield</u>	<u>Missouri</u>	<u>64628-8280</u>	<u>(660)</u>
<u>B/W Plus Columbia Inn</u>	<u>CoMo Hospitality LLC</u>	<u>Kalpesh Patidar</u>	<u>2904 Clark Ln</u>	<u>Columbia</u>	<u>Missouri</u>	<u>65202-2480</u>	<u>(573)</u>
<u>B/W Plus Fenton</u>	<u>Fenton Park Investments, LLC</u>	<u>Hiral Harishkum Parikh</u>	<u>1680 Fenton Business Park Ct</u>	<u>Fenton</u>	<u>Missouri</u>	<u>63026-2990</u>	<u>(636)</u> <u>305-1500</u>
<u>B/W On the River</u>	<u>Oak Hospitality L.L.C</u>	<u>Aswin Patel</u>	<u>401 N 3rd St</u>	<u>Hannibal</u>	<u>Missouri</u>	<u>63401-3301</u>	<u>(573)</u>
<u>B/W St. Louis Airport North Hotel & Suites</u>	<u>Hazel Hospitality LLC</u>	<u>Drew Kifer</u>	<u>323 Taylor Rd</u>	<u>Hazelwood</u>	<u>Missouri</u>	<u>63042-2026</u>	<u>(314)</u> <u>731-8000</u>
<u>B/W Independence Kansas City</u>	<u>Bastola Hospitality Inc.</u>	<u>Pratikshya KC</u>	<u>18700 E. 37th Terrace South</u>	<u>Independence</u>	<u>Missouri</u>	<u>64057-2302</u>	<u>(816)</u>
<u>B/W Plus Capital Inn</u>	<u>DEV INC</u>	<u>Rakesh Patel</u>	<u>1937 Christy Dr</u>	<u>Jefferson City</u>	<u>Missouri</u>	<u>65101-2202</u>	<u>(573)</u>
<u>B/W The Oasis at Joplin</u>	<u>Solar Properties of Joplin, LLC</u>	<u>Gordon A. Elliott</u>	<u>3508 S Rangeline Rd</u>	<u>Joplin</u>	<u>Missouri</u>	<u>64804-4431</u>	<u>(417)</u>
<u>B/W Plus Kansas City Airport-KCI East</u>	<u>MCI HOSPITALITY LLC</u>	<u>Peter Shimondle</u>	<u>11130 N Ambassador Dr</u>	<u>Kansas City</u>	<u>Missouri</u>	<u>64153-2013</u>	<u>(816)</u> <u>891-9111</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Plus Kansas City Sports Complex Hotel</u>	<u>DJ3 LLC</u>	<u>Dennis Hulsing</u>	<u>4011 Blue Ridge Cut Off</u>	<u>Kansas City</u>	<u>Missouri</u>	<u>64133-1418</u>	<u>(816)</u>
<u>B/W Worlds of Fun Inn & Suites</u>	<u>Reyna Hotel Corporation</u>	<u>Hiral Bhakta</u>	<u>4231 N Corrington Ave</u>	<u>Kansas City</u>	<u>Missouri</u>	<u>64117-1577</u>	<u>(816)</u>
<u>B/W Plus Lee's Summit Hotel & Suites</u>	<u>Meiners Development Co of Independence, LLC</u>	<u>David Robert Meiners</u>	<u>4825 NE Lakewood Way</u>	<u>Lee's Summit</u>	<u>Missouri</u>	<u>64064-2486</u>	<u>(816)</u> <u>795-6400</u>
<u>B/W Premier Liberty Inn & Suites</u>	<u>Jay Amber MO LLC</u>	<u>Dilip G. Patel</u>	<u>421 N 291 Hwy</u>	<u>Liberty</u>	<u>Missouri</u>	<u>64068-1043</u>	<u>(816)</u>
<u>B/W Plus St. Louis West-Westport</u>	<u>Westotel LLC</u>	<u>Sunil Ramesh Patel</u>	<u>12220 Dorsett Rd</u>	<u>Maryland Heights</u>	<u>Missouri</u>	<u>63043-2408</u>	<u>(314)</u>
<u>B/W Teal Lake Inn</u>	<u>Saint Robert Hotels Group LLC</u>	<u>Pratikshya KC</u>	<u>3602 S Clark St</u>	<u>Mexico</u>	<u>Missouri</u>	<u>65265-4104</u>	<u>(573)</u>
<u>B/W Mt. Vernon Inn</u>	<u>HARITEJ LLC</u>	<u>Umesh Patel</u>	<u>1200 E Industrial Rd</u>	<u>Mount Vernon</u>	<u>Missouri</u>	<u>65712-9783</u>	<u>(417)</u>
<u>B/W Big Spring Lodge</u>	<u>Neosho Lodging LLC</u>	<u>Pravin Godhani</u>	<u>1810 Southern View Dr</u>	<u>Neosho</u>	<u>Missouri</u>	<u>64850-2912</u>	<u>(417)</u>
<u>B/W Coachlight</u>	<u>MILAN II INC</u>	<u>Bhaskar Patel</u>	<u>1403 Martin Springs Dr</u>	<u>Rolla</u>	<u>Missouri</u>	<u>65401-2976</u>	<u>(573)</u>
<u>B/W Plus The Charles Hotel</u>	<u>Iwala, Inc.</u>	<u>Ritesh Jariwala</u>	<u>1425 S 5th St</u>	<u>Saint Charles</u>	<u>Missouri</u>	<u>63301-2435</u>	<u>(636)</u>
<u>B/W St. Louis-Kirkwood Route 66</u>	<u>Saboat Investments LLC</u>	<u>Suhrob M Marufi</u>	<u>1200 S Kirkwood Rd</u>	<u>Saint Louis</u>	<u>Missouri</u>	<u>63122-7225</u>	<u>(314)</u>
<u>B/W St. Louis Inn</u>	<u>MANGAL LLC</u>	<u>Raman Patel</u>	<u>6224 Heimos Industrial Park Dr</u>	<u>Saint Louis</u>	<u>Missouri</u>	<u>63129-6300</u>	<u>(314)</u> <u>416-7639</u>
<u>B/W Plus St. Louis Airport Hotel</u>	<u>4576 Woodson Rd Hospitality LLC</u>	<u>Niten Patel</u>	<u>4576 Woodson Rd</u>	<u>Saint Louis</u>	<u>Missouri</u>	<u>63134-3704</u>	<u>(314)</u>
<u>B/W Montis Inn</u>	<u>Choseth MAA Group LLC</u>	<u>Dinesh Patel</u>	<u>14086 Highway Z</u>	<u>Saint Robert</u>	<u>Missouri</u>	<u>65584-3272</u>	<u>(573)</u>
<u>B/W State Fair Inn</u>	<u>Sedalia Hotel Group LLC</u>	<u>Karim Enamul</u>	<u>3120 S Limit</u>	<u>Sedalia</u>	<u>Missouri</u>	<u>65301-6862</u>	<u>(660)</u>
<u>B/W Plus Sikeston</u>	<u>Tru Comfort Hospitality LLC</u>	<u>Neel Patel</u>	<u>120 S Interstate Dr</u>	<u>Sikeston</u>	<u>Missouri</u>	<u>63801-8641</u>	<u>(573)</u>
<u>B/W Coach House</u>	<u>Coach House Properties, LLC</u>	<u>Gordon A. Elliott</u>	<u>2535 N Glenstone Ave</u>	<u>Springfield</u>	<u>Missouri</u>	<u>65803-4737</u>	<u>(417)</u>
<u>B/W Route 66 Rail Haven</u>	<u>Rail Haven Properties, LLC</u>	<u>Gordon A. Elliott</u>	<u>203 S Glenstone Ave</u>	<u>Springfield</u>	<u>Missouri</u>	<u>65802-3102</u>	<u>(417)</u>
<u>B/W Plus Springfield Airport Inn</u>	<u>Elite Springfield LLC</u>	<u>Shanil Patel</u>	<u>4445 W Chestnut Expy</u>	<u>Springfield</u>	<u>Missouri</u>	<u>65802-5824</u>	<u>(417)</u>
<u>Vib Best Western Springfield</u>	<u>Individual</u>	<u>Gordon A. Elliott</u>	<u>1845 E Sunshine</u>	<u>Springfield</u>	<u>Missouri</u>	<u>65804-1501</u>	<u>(417)</u>
<u>B/W Plus Washington Hotel</u>	<u>Narayandas LLC</u>	<u>Niten Patel</u>	<u>2621 E 5th St</u>	<u>Washington</u>	<u>Missouri</u>	<u>63090-3856</u>	<u>(636)</u>
<u>B/W Plus Clocktower Inn</u>	<u>ClockTower Inn, LLC</u>	<u>Stephen C. Wahrlich</u>	<u>2511 1st Ave N</u>	<u>Billings</u>	<u>Montana</u>	<u>59101-2320</u>	<u>(406)</u>
<u>B/W Plus Kelly Inn & Suites</u>	<u>Kelly Midwest Ventures LP</u>	<u>Brenda Schmidt</u>	<u>4915 Southgate Dr</u>	<u>Billings</u>	<u>Montana</u>	<u>59101-4668</u>	<u>(406)</u>
<u>B/W Plus GranTree Inn</u>	<u>TWC Bozeman LLC</u>	<u>Riana Stadlen</u>	<u>1325 N 7th Ave</u>	<u>Bozeman</u>	<u>Montana</u>	<u>59715-2511</u>	<u>(406)</u>
<u>B/W Plus Butte Plaza Inn</u>	<u>Butte Plaza Inn, LLC</u>	<u>Herbert H. Leuprecht</u>	<u>2900 Harrison Ave</u>	<u>Butte</u>	<u>Montana</u>	<u>59701-3693</u>	<u>(406)</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Paradise Inn</u>	<u>Great Northern Lodging Inc.</u>	<u>Susan A. Parker</u>	<u>650 N Montana St</u>	<u>Dillon</u>	<u>Montana</u>	<u>59725-3347</u>	<u>(406)</u>
<u>B/W Plus Riverfront Hotel and Suites</u>	<u>Great Falls Inn-Vestments, LLC</u>	<u>Jackie Lee Neves</u>	<u>600 River Dr. S</u>	<u>Great Falls</u>	<u>Montana</u>	<u>59405-1886</u>	<u>(406)</u> <u>761-2600</u>
<u>B/W Plus Great Northern Inn</u>	<u>DUCK INN INC.</u>	<u>William Dritshulas</u>	<u>1345 1st St</u>	<u>Havre</u>	<u>Montana</u>	<u>59501-3803</u>	<u>(406)</u>
<u>B/W Plus Havre Inn & Suites</u>	<u>Boothill Properties, Inc.</u>	<u>William Dritshulas</u>	<u>1425 Highway 2 NW</u>	<u>Havre</u>	<u>Montana</u>	<u>59501-3428</u>	<u>(406)</u>
<u>B/W Premier Helena Great Northern GN HOTEL LLC Hotel</u>		<u>Marti Bara</u>	<u>835 Great Northern Blvd</u>	<u>Helena</u>	<u>Montana</u>	<u>59601-3315</u>	<u>(406)</u> <u>457-5500</u>
<u>B/W Helena/Capitol Hotel</u>	<u>Golden Sky Properties, LLC</u>	<u>Balbir S. Gosal</u>	<u>1714 11th Ave</u>	<u>Helena</u>	<u>Montana</u>	<u>59601-4664</u>	<u>(406)</u>
<u>B/W Plus Flathead Lake Inn and Suites</u>	<u>Spirit Fire Hotel Management, LLC</u>	<u>Eric R. Bahme</u>	<u>4824 US Highway 93 S</u>	<u>Kalispell</u>	<u>Montana</u>	<u>59901-7985</u>	<u>(406)</u> <u>857-2400</u>
<u>B/W Plus Kalispell/Glacier Park West Hotel & Suites</u>	<u>Montclair Drive Hotel Inc</u>	<u>Garret Guinn</u>	<u>255 Montclair Dr</u>	<u>Kalispell</u>	<u>Montana</u>	<u>59901-3229</u>	<u>(406)</u>
<u>B/W Yellowstone Crossing</u>	<u>Rimrock Hospitality LLC</u>	<u>Usman Khan</u>	<u>205 SE 4th St</u>	<u>Laurel</u>	<u>Montana</u>	<u>59044-3309</u>	<u>(406)</u>
<u>B/W Plus Grant Creek Inn</u>	<u>GRANT CREEK INN L.L.C</u>	<u>Lawrence J. McRae</u>	<u>5280 Grant Creek Rd</u>	<u>Missoula</u>	<u>Montana</u>	<u>59808-1492</u>	<u>(406)</u>
<u>B/W Shelby Inn & Suites</u>	<u>Shelby Inn & Suites, LLC</u>	<u>Mike Johnson</u>	<u>1948 W Roosevelt Hwy</u>	<u>Shelby</u>	<u>Montana</u>	<u>59474-1549</u>	<u>(406)</u>
<u>B/W Golden Prairie Inn & Suites</u>	<u>Falcon Montana Group LLC</u>	<u>Bhavesh Nibbler</u>	<u>820 S Central Ave</u>	<u>Sidney</u>	<u>Montana</u>	<u>59270-4941</u>	<u>(406)</u>
<u>B/W Desert Inn</u>	<u>Sleeping Bear Inc</u>	<u>Haily Wilson</u>	<u>133 North Canyon St</u>	<u>West Yellowstone</u>	<u>Montana</u>	<u>59758</u>	<u>(406)</u>
<u>B/W Weston Inn</u>	<u>YC Highland Hotel LLC</u>	<u>Ranjit Singh Johal</u>	<u>103 Gibbon Ave</u>	<u>West Yellowstone</u>	<u>Montana</u>	<u>59758</u>	<u>(406)</u>
<u>B/W Rocky Mountain Lodge</u>	<u>Sharma Hotels LLC</u>	<u>Rishav Sharma</u>	<u>6510 Highway 93 S</u>	<u>Whitefish</u>	<u>Montana</u>	<u>59937-2978</u>	<u>(406)</u>
<u>B/W West Hills Inn</u>	<u>Bird Dog Hospitality I, LLC</u>	<u>Kyle Andrew Schock</u>	<u>1100 W 10th St</u>	<u>Chadron</u>	<u>Nebraska</u>	<u>69337-2931</u>	<u>(308)</u>
<u>B/W Plus Grand Island Inn &</u>	<u>Avadh LLC</u>	<u>Karla Gyenes</u>	<u>2707 S Locust St</u>	<u>Grand Island</u>	<u>Nebraska</u>	<u>68801-8229</u>	<u>(308)</u>
<u>B/W Plus Mid Nebraska Inn & Suites</u>	<u>B & K Holl Family LLC</u>	<u>Benjamin James Holl</u>	<u>224 2nd Ave S</u>	<u>Kearney</u>	<u>Nebraska</u>	<u>68847-9380</u>	<u>(308)</u>
<u>B/W Plus Lincoln Inn & Suites</u>	<u>I-80 Real Estate Development LLC</u>	<u>Kristi Lynn Miller</u>	<u>2201 Wildcat Cir</u>	<u>Lincoln</u>	<u>Nebraska</u>	<u>68521-5876</u>	<u>(402)</u> <u>438-0088</u>
<u>B/W Nebraska City Inn</u>	<u>7-M CORPORATION</u>	<u>John M. Palmtag</u>	<u>2515 S 11th St</u>	<u>Nebraska City</u>	<u>Nebraska</u>	<u>68410-3478</u>	<u>(402)</u>
<u>B/W Plus North Platte Inn & Suites</u>	<u>Wilkinson Lodging, LLC</u>	<u>Mark Wilkinson</u>	<u>3201 S Jeffers St</u>	<u>North Platte</u>	<u>Nebraska</u>	<u>69101-6880</u>	<u>(308)</u>
<u>B/W Plus Ogallala Inn</u>	<u>Chaudhari Hospitality, LLC</u>	<u>Nimesh Chaudhari</u>	<u>110 Pony Express Ln</u>	<u>Ogallala</u>	<u>Nebraska</u>	<u>69153-3106</u>	<u>(308)</u>
<u>B/W Plus Midwest Inn</u>	<u>Midwest Inn, Inc.</u>	<u>Bhavik Shah</u>	<u>4706 S 108th St</u>	<u>Omaha</u>	<u>Nebraska</u>	<u>68137-2301</u>	<u>(402)</u>
<u>B/W Plus Sidney Lodge</u>	<u>Sydney Lodging LLC</u>	<u>Muljibhai Chaudhari</u>	<u>645 Cabela Dr</u>	<u>Sidney</u>	<u>Nebraska</u>	<u>69162-3047</u>	<u>(308)</u>
<u>B/W Plus York Hotel & Conference Center</u>	<u>Shri Raj Hospitality LLC</u>	<u>Chirag R. Chaudhari</u>	<u>4619 S Lincoln Ave</u>	<u>York</u>	<u>Nebraska</u>	<u>68467-9488</u>	<u>(402)</u> <u>362-6661</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Hoover Dam Hotel ? SE Henderson, Boulder City</u>	<u>ADK Nevada Hospitality LLC</u>	<u>Rubal Chaudhry</u>	<u>704 Nevada Hwy</u>	<u>Boulder City</u>	<u>Nevada</u>	<u>89005-2332</u>	<u>(702)</u>
<u>B/W Elko Inn</u>	<u>Dharni Hospitality LLC</u>	<u>Varun Dharni</u>	<u>1930 Idaho St</u>	<u>Elko</u>	<u>Nevada</u>	<u>89801-2629</u>	<u>(775)</u>
<u>B/W Fallon Inn & Suites</u>	<u>Aum ARihant Inc.</u>	<u>Atul R. Gandhi</u>	<u>1035 W Williams Ave</u>	<u>Fallon</u>	<u>Nevada</u>	<u>89406-2633</u>	<u>(775)</u>
<u>B/W Topaz Lake Inn</u>	<u>Vaibhav LLC</u>	<u>Shyam Patel</u>	<u>3410 Sandy Bowers</u>	<u>Gardnerville</u>	<u>Nevada</u>	<u>89410-7081</u>	<u>(775)</u>
<u>B/W Plus Henderson Hotel</u>	<u>CITY HOTELS GROUP, INC.</u>	<u>Khem Chand Babbar</u>	<u>1553 N Boulder Hwy</u>	<u>Henderson</u>	<u>Nevada</u>	<u>89011-4131</u>	<u>(702)</u>
<u>B/W Plus Las Vegas South Henderson</u>	<u>SAINT ROSE HOTEL OPERATIONS, INC.</u>	<u>Jackie Lee Neves</u>	<u>3041 Saint Rose Pkwy</u>	<u>Henderson</u>	<u>Nevada</u>	<u>89052-3839</u>	<u>(702)</u> <u>568-0027</u>
<u>B/W McCarran Inn</u>	<u>Grateful Hearts Investments</u>	<u>Sanjay Govind</u>	<u>4970 Paradise Rd</u>	<u>Las Vegas</u>	<u>Nevada</u>	<u>89119-1206</u>	<u>(702)</u>
<u>B/W Plus Las Vegas West</u>	<u>Harvard Road Hotel Operations, Inc.</u>	<u>Jackie Lee Neves</u>	<u>8669 W Sahara Ave</u>	<u>Las Vegas</u>	<u>Nevada</u>	<u>89117-5860</u>	<u>(702)</u> <u>256-3766</u>
<u>B/W Plus Casino Royale?Center Strip</u>	<u>Casino Royale</u>	<u>Thomas Elardi</u>	<u>3411 Las Vegas Blvd S</u>	<u>Las Vegas</u>	<u>Nevada</u>	<u>89109-8955</u>	<u>(702)</u>
<u>B/W Mesquite Inn</u>	<u>Mesquite Motel, LLC</u>	<u>John Kevin Ence</u>	<u>390 N Sandhill Blvd</u>	<u>Mesquite</u>	<u>Nevada</u>	<u>89027-4728</u>	<u>(702)</u>
<u>B/W Plus North Las Vegas Inn & Suites</u>	<u>DNN, LLC</u>	<u>Hung Minh Do</u>	<u>4540 Donovan Way</u>	<u>North Las Vegas</u>	<u>Nevada</u>	<u>89081-2726</u>	<u>(702)</u> <u>649-3000</u>
<u>B/W Pahrump Oasis</u>	<u>Pahrump Hotel Partners, Inc</u>	<u>Sukhbir S. Dhillon</u>	<u>1101 S Highway 160</u>	<u>Pahrump</u>	<u>Nevada</u>	<u>89048-4700</u>	<u>(775)</u>
<u>Aiden by Best Western South</u>	<u>The Kishan Group</u>	<u>Ranjit Singh Johal</u>	<u>5851 S Virginia St</u>	<u>Reno</u>	<u>Nevada</u>	<u>89502-6022</u>	<u>(775)</u>
<u>B/W Plus Sparks-Reno Hotel</u>	<u>AREA-EP Sparks BWP, LLC</u>	<u>Nick Economos</u>	<u>55 E Nugget Ave</u>	<u>Sparks</u>	<u>Nevada</u>	<u>89431-5819</u>	<u>(775)</u>
<u>B/W Hi-Desert Inn</u>	<u>Hi-Desert Inn, Inc.</u>	<u>Marthe Moore Elliott</u>	<u>320 Main St, Highways 6 & 95</u>	<u>Tonopah</u>	<u>Nevada</u>	<u>89049</u>	<u>(775)</u> <u>482-3511</u>
<u>B/W Plus Boomtown Casino Hotel</u>	<u>BCH Gaming Reno, LLC</u>	<u>Robert Joseph</u>	<u>2100 Boomtown Rd</u>	<u>Verdi</u>	<u>Nevada</u>	<u>89439-8007</u>	<u>(775)</u>
<u>B/W Plus Gold Country Inn</u>	<u>MCClaskey Winnemucca Motels, LLC</u>	<u>Terry Boyle</u>	<u>921 W Winnemucca Blvd Winnemucca</u>		<u>Nevada</u>	<u>89445-3638</u>	<u>(775)</u>
<u>B/W Plymouth Inn-White</u>	<u>Jala Hospitality LLC</u>	<u>Zinalkumar Patel</u>	<u>1513 US Route 3</u>	<u>Campton</u>	<u>New Hampshire</u>	<u>03223-4434</u>	<u>(603)</u>
<u>B/W Concord Inn & Suites</u>	<u>Dhyan Hotel, LLC</u>	<u>Ashok Patel</u>	<u>97 Hall St</u>	<u>Concord</u>	<u>New Hampshire</u>	<u>03301-3421</u>	<u>(603)</u>
<u>B/W White Mountain Inn</u>	<u>Santi, LLC</u>	<u>Vinkalbhai Patel</u>	<u>87 Wallace Hill Rd</u>	<u>Franconia</u>	<u>New Hampshire</u>	<u>03580-4900</u>	<u>(603)</u>
<u>B/W Plus The Inn at Hampton</u>	<u>FF Hospitality, LLC</u>	<u>Ismail Pethania</u>	<u>815 Lafayette Rd</u>	<u>Hampton</u>	<u>New Hampshire</u>	<u>03842-1257</u>	<u>(603)</u>
<u>B/W Plus Keene Hotel</u>	<u>Vidhi Hospitality LLC</u>	<u>Ashok Patel</u>	<u>401 Winchester St</u>	<u>Keene</u>	<u>New Hampshire</u>	<u>03431-3999</u>	<u>(603)</u>
<u>B/W Plus Landmark Inn</u>	<u>Siyaram, LLC</u>	<u>Ragi Patel</u>	<u>480 Main St</u>	<u>Laconia</u>	<u>New Hampshire</u>	<u>03246-3742</u>	<u>(603)</u>
<u>B/W Plus Executive Court Inn & Conference Center</u>	<u>JNR Fund I SPE Manchester NH LLC</u>	<u>Jignesh Patel</u>	<u>13500 S Willow St</u>	<u>Manchester</u>	<u>New Hampshire</u>	<u>03103-2387</u>	<u>(603)</u>
<u>B/W Plus Portsmouth Hotel and Suites</u>	<u>JHM Portsmouth, LLC</u>	<u>Ashok Patel</u>	<u>580 US Highway 1 Bypass Interstate</u>	<u>Portsmouth</u>	<u>New Hampshire</u>	<u>03801-4144</u>	<u>(603)</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Hampshire Inn & Suites</u>	<u>Seabrook Hospitality LLC</u>	<u>Ismail Pethania</u>	<u>20 Spur Rd</u>	<u>Seabrook</u>	<u>New Hampshire</u>	<u>03874-4137</u>	<u>(603)</u>
<u>B/W West Lebanon- Hanover Hotel</u>	<u>Jigna LLC</u>	<u>Ashok Patel</u>	<u>45 Airport Rd</u>	<u>West Lebanon</u>	<u>New Hampshire</u>	<u>03784-1682</u>	<u>(603)</u>
<u>B/W Atlantic City Beach Block</u>	<u>BW Hospitality LLC</u>	<u>Dhruvesh Patel</u>	<u>1416 Pacific Ave</u>	<u>Atlantic City</u>	<u>New Jersey</u>	<u>08401-8011</u>	<u>(609)</u>
<u>B/W Bordentown Inn</u>	<u>AYUBHAV LLC</u>	<u>Punal Patel</u>	<u>1068 Route 206</u>	<u>Bordentown</u>	<u>New Jersey</u>	<u>08505-2124</u>	<u>(609)</u>
<u>B/W Rutgers University Hotel</u>	<u>Gayatrima LLC</u>	<u>Preyas Patel</u>	<u>195 Route 18</u>	<u>East Brunswick</u>	<u>New Jersey</u>	<u>08816-1412</u>	<u>(732)</u>
<u>B/W Plus Fairfield Executive Inn</u>	<u>FAIRFIELD EXECUTIVE INN INC.</u>	<u>Anthony Calandra</u>	<u>216 Route 46 E #234</u>	<u>Fairfield</u>	<u>New Jersey</u>	<u>07004-2324</u>	<u>(973) 575-7700</u>
<u>B/W Fort Lee</u>	<u>Jai Viththal LLC.</u>	<u>Tansukh R. Suratwala</u>	<u>2300 Route 4</u>	<u>Fort Lee</u>	<u>New Jersey</u>	<u>07024-3212</u>	<u>(201)</u>
<u>B/W Hazlet Inn</u>	<u>HAZLET HOSPITALITY GROUP, Reddy Valluru LLC</u>		<u>3215 Highway 35</u>	<u>Hazlet</u>	<u>New Jersey</u>	<u>07730-1539</u>	<u>(732) 888-2800</u>
<u>B/W Plus Morristown Inn</u>	<u>REDZ HOTEL MANAGEMENT LLC</u>	<u>Aviv Bernstein</u>	<u>270 South St</u>	<u>Morristown</u>	<u>New Jersey</u>	<u>07960-6019</u>	<u>(973)</u>
<u>B/W Plus Newark Airport West</u>	<u>MUR Properties LLC</u>	<u>Ravi Patel</u>	<u>101 International Way</u>	<u>Newark</u>	<u>New Jersey</u>	<u>07114-2314</u>	<u>(973)</u>
<u>B/W Premier NYC Gateway Hotel</u>	<u>AV HOSPITALITY LLC</u>	<u>Tansukh R. Suratwala</u>	<u>2650 Paterson Plank</u>	<u>North Bergen</u>	<u>New Jersey</u>	<u>07047-2238</u>	<u>(201)</u>
<u>B/W Paramus Hotel & Suites</u>	<u>Pared Motel Associates, LLC</u>	<u>Jeffrey S. Wilder</u>	<u>211 N Route 17</u>	<u>Paramus</u>	<u>New Jersey</u>	<u>07652-2903</u>	<u>(201)</u>
<u>B/W Plus Philadelphia-Pennsauken Hotel</u>	<u>Village Hospitality Inc</u>	<u>Chang Zhou</u>	<u>7050 Kaighns Ave</u>	<u>Pennsauken</u>	<u>New Jersey</u>	<u>08109-4417</u>	<u>(856) 333-0900</u>
<u>B/W The Inn at Ramsey</u>	<u>RAMSEY HOTEL LLC</u>	<u>Chetankumar Gandhi</u>	<u>1315 Route 17 S</u>	<u>Ramsey</u>	<u>New Jersey</u>	<u>07446-2814</u>	<u>(201)</u>
<u>B/W Plus Meadowlands</u>	<u>Turnpike Lodging LLC</u>	<u>Jatin (Jay) Patel</u>	<u>250 Harmon Meadow Blvd</u>	<u>Secaucus</u>	<u>New Jersey</u>	<u>07094-3620</u>	<u>(201) 867-4400</u>
<u>B/W Philadelphia South - West Deptford Inn</u>	<u>Elite Investors</u>	<u>Daniel S. Chycota</u>	<u>98 Friars Blvd</u>	<u>West Deptford</u>	<u>New Jersey</u>	<u>08086-2263</u>	<u>(856)</u>
<u>B/W Airport Albuquerque Inn</u>	<u>Albuquerque Suite Hospitality, LLC</u>	<u>Jeffrey Egelhoff</u>	<u>2400 Yale Blvd SE</u>	<u>Albuquerque</u>	<u>New Mexico</u>	<u>87106-4214</u>	<u>(505)</u>
<u>B/W Plus Rio Grande Inn</u>	<u>CGC Hospitality Associates.</u>	<u>Phillip N. Payne</u>	<u>1015 Rio Grande Blvd NW</u>	<u>Albuquerque</u>	<u>New Mexico</u>	<u>87104-2031</u>	<u>(505)</u>
<u>B/W Pecos Inn</u>	<u>G & L Development Company, Inc.</u>	<u>Christina Grigg</u>	<u>2209 W Main St</u>	<u>Artesia</u>	<u>New Mexico</u>	<u>88210-3721</u>	<u>(575)</u>
<u>B/W Territorial Inn & Suites</u>	<u>VWH ENTERPRISES</u>	<u>Carroll Vaughn</u>	<u>415 S Bloomfield Blvd</u>	<u>Bloomfield</u>	<u>New Mexico</u>	<u>87413-3057</u>	<u>(505)</u>
<u>B/W Plus Executive Residency Carlsbad Hotel</u>	<u>Blue Horizon Hospitality, LLC</u>	<u>Rajan Bhakta</u>	<u>2601 Patrick St</u>	<u>Carlsbad</u>	<u>New Mexico</u>	<u>88220-2207</u>	<u>(575) 200-3100</u>
<u>B/W Kokopelli Lodge</u>	<u>Ascent Hospitality Inc</u>	<u>Unmesh Mehta</u>	<u>702 S 1st St</u>	<u>Clayton</u>	<u>New Mexico</u>	<u>88415-2314</u>	<u>(575)</u>
<u>B/W Cannon A.F.B.</u>	<u>DFAM Hospitality, LLC</u>	<u>Dhawal N. Jariwala</u>	<u>201 Schepps Blvd</u>	<u>Clovis</u>	<u>New Mexico</u>	<u>88101-8330</u>	<u>(575)</u>
<u>B/W Deming Southwest Inn</u>	<u>Datt, LLC</u>	<u>Tejash Patel</u>	<u>1500 W Pine St</u>	<u>Deming</u>	<u>New Mexico</u>	<u>88030-3369</u>	<u>(575)</u>
<u>B/W Plus The Four Corners Inn</u>	<u>SU Inc.</u>	<u>Jiten Jadav</u>	<u>4751 Cortez Way</u>	<u>Farmington</u>	<u>New Mexico</u>	<u>87402-1105</u>	<u>(505)</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Plus Gallup Inn & Suites</u>	<u>Soo Hoo No. Three LLC</u>	<u>Judy Soo Hoo</u>	<u>910 E Aztec Ave</u>	<u>Gallup</u>	<u>New Mexico</u>	<u>87301-5507</u>	<u>(505)</u>
<u>B/W Gallup West</u>	<u>Epic Hotel Investors, LLC</u>	<u>Murad Mohsin</u>	<u>111 Twin Butte</u>	<u>Gallup</u>	<u>New Mexico</u>	<u>87301-5631</u>	<u>(505)</u>
<u>B/W Grants Inn</u>	<u>GND Hotels Corp.</u>	<u>Ravneet Sandhu</u>	<u>1551 E Santa Fe Ave</u>	<u>Grants</u>	<u>New Mexico</u>	<u>87020-4005</u>	<u>(505)</u>
<u>B/W Executive Inn</u>	<u>BRK, LLC</u>	<u>Bhupendra</u>	<u>309 N Marland Blvd</u>	<u>Hobbs</u>	<u>New Mexico</u>	<u>88240-6341</u>	<u>(575)</u>
<u>B/W Mission Inn</u>	<u>GP Mission Inn NM LLC</u>	<u>Ketankumar Sheth</u>	<u>1765 S Main St</u>	<u>Las Cruces</u>	<u>New Mexico</u>	<u>88005-3116</u>	<u>(575)</u>
<u>B/W Plus Montezuma Inn &</u>	<u>SKS Development, LLC</u>	<u>Sanjay I. Bhakta</u>	<u>2020 N Grand Ave</u>	<u>Las Vegas</u>	<u>New Mexico</u>	<u>87701-4748</u>	<u>(505)</u>
<u>B/W Moriarty Heritage Inn</u>	<u>Global Brothers Moriarty, LLC</u>	<u>Hiteshkumar Patel</u>	<u>111 Anaya Blvd</u>	<u>Moriarty</u>	<u>New Mexico</u>	<u>87035</u>	<u>(505)</u>
<u>B/W Plus Raton Hotel</u>	<u>473 Clayton Road LLC</u>	<u>Arthur J. Mulligan</u>	<u>473 Clayton Rd</u>	<u>Raton</u>	<u>New Mexico</u>	<u>87740-2344</u>	<u>(575)</u>
<u>B/W Rivers Edge</u>	<u>HENDERSON HOSPITALITY LLC</u>	<u>Courtney D. Henderson</u>	<u>301 W River St</u>	<u>Red River</u>	<u>New Mexico</u>	<u>87558</u>	<u>(575)</u> <u>754-1766</u>
<u>B/W El Rancho Palacio</u>	<u>SINGLE 1 LLC</u>	<u>Suraj Bhakta</u>	<u>2205 N Main St</u>	<u>Roswell</u>	<u>New Mexico</u>	<u>88201-6458</u>	<u>(575)</u>
<u>B/W Plus Ruidoso Inn</u>	<u>Ruidoso Hospitality LLC</u>	<u>Vipal Patel</u>	<u>97 Camelot Dr</u>	<u>Ruidoso</u>	<u>New Mexico</u>	<u>88345</u>	<u>(575)</u>
<u>B/W Pine Springs Inn</u>	<u>PINE SPRINGS ROAD LLC</u>	<u>Vipal Patel</u>	<u>111 Pine Springs Dr</u>	<u>Ruidoso Downs</u>	<u>New Mexico</u>	<u>88346</u>	<u>(575)</u>
<u>B/W Plus Inn of Santa Fe</u>	<u>Kelly Santa Fe Ventures LP</u>	<u>Dawn Koble</u>	<u>3650 Cerrillos Rd</u>	<u>Santa Fe</u>	<u>New Mexico</u>	<u>87507-2909</u>	<u>(505)</u>
<u>B/W Santa Rosa Inn</u>	<u>SR66 Hotels LLC</u>	<u>Hardik Bhakta</u>	<u>2491 Historic Rte 66</u>	<u>Santa Rosa</u>	<u>New Mexico</u>	<u>88435-2725</u>	<u>(575)</u>
<u>B/W Socorro Hotel & Suites</u>	<u>ARB-REDDY CORPORATION</u>	<u>Addy Bhasker</u>	<u>1100 N California St</u>	<u>Socorro</u>	<u>New Mexico</u>	<u>87801-4266</u>	<u>(575)</u>
<u>B/W Discovery Inn</u>	<u>Catalina Investment & Trust</u>	<u>Dan Kurt Campbell</u>	<u>200 E Estrella Ave</u>	<u>Tucumcari</u>	<u>New Mexico</u>	<u>88401-4227</u>	<u>(575)</u>
<u>B/W Crown Inn & Suites</u>	<u>GITA MAA, INC.</u>	<u>Atish Patel</u>	<u>8210 Park Rd</u>	<u>Batavia</u>	<u>New York</u>	<u>14020-1270</u>	<u>(585)</u>
<u>B/W Queens Gold Coast</u>	<u>Adria I LLC</u>	<u>Alan Mindel</u>	<u>22033 Northern Blvd</u>	<u>Bayside</u>	<u>New York</u>	<u>11361-3642</u>	<u>(718)</u>
<u>B/W Brockport Inn & Suites</u>	<u>Indus Lake Road II, LLC</u>	<u>Todd Plouffe</u>	<u>4908 Lake Rd S</u>	<u>Brockport</u>	<u>New York</u>	<u>14420-2461</u>	<u>(585)</u>
<u>B/W Plus Stadium Inn</u>	<u>SITA RAM LLC</u>	<u>Anil Panwala</u>	<u>926 Sedgwick Ave</u>	<u>Bronx</u>	<u>New York</u>	<u>10452-4211</u>	<u>(929)</u>
<u>B/W Plus City Line Hotel</u>	<u>154 Bruckner Blvd, LLC</u>	<u>Chetankumar Gandhi</u>	<u>156 Bruckner Blvd</u>	<u>Bronx</u>	<u>New York</u>	<u>10454</u>	<u>(347)</u>
<u>B/W Plus Executive Residency Bronx</u>	<u>Ratan Realty, LLC</u>	<u>Chetankumar Gandhi</u>	<u>500 E 185th St</u>	<u>Bronx</u>	<u>New York</u>	<u>10458</u>	<u>(929)</u> <u>604-4800</u>
<u>B/W Gregory Hotel</u>	<u>Jai Sai Group LLC</u>	<u>Prianka Suratwala</u>	<u>8315 4th Ave</u>	<u>Brooklyn</u>	<u>New York</u>	<u>11209-4412</u>	<u>(718)</u>
<u>B/W Plus Brooklyn Bay Hotel</u>	<u>EMMONS HOSPITALITY LLC</u>	<u>Shashin Gandhi</u>	<u>3003 Emmons Ave</u>	<u>Brooklyn</u>	<u>New York</u>	<u>11235-2212</u>	<u>(718)</u>
<u>GLO Best Western Brooklyn NYC</u>	<u>850 Fourth Avenue Associates LLC</u>	<u>Chetankumar Gandhi</u>	<u>850 4th Ave</u>	<u>Brooklyn</u>	<u>New York</u>	<u>11232-1812</u>	<u>(929)</u> <u>480-8400</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Brooklyn-Coney Island Inn</u>	<u>Grovesend Realty, LLC</u>	<u>Ankit Mehta</u>	<u>2632 W 13th St</u>	<u>Brooklyn</u>	<u>New York</u>	<u>11223-5815</u>	<u>(718)</u>
<u>B/W Plus Brooklyn-Prospect Park</u>	<u>928 Coney Island, LLC</u>	<u>Chetankumar Gandhi</u>	<u>928 Coney Island Ave</u>	<u>Brooklyn</u>	<u>New York</u>	<u>11230</u>	<u>(929)</u>
<u>B/W On The Avenue</u>	<u>1205 DELAWARE AVE. INC.</u>	<u>Dennis M. Tripi</u>	<u>510 Delaware Ave</u>	<u>Buffalo</u>	<u>New York</u>	<u>14202-1304</u>	<u>(716)</u>
<u>B/W Buffalo Inn & Suites</u>	<u>JalaSai Lodging, LLC</u>	<u>Megha Patel</u>	<u>50 Freeman Rd</u>	<u>Buffalo</u>	<u>New York</u>	<u>14221-7204</u>	<u>(716)</u>
<u>B/W University Inn</u>	<u>Laurentian Properties, LLC/St. Lawrence University</u>	<u>Richard Martin</u>	<u>90 E Main St</u>	<u>Canton</u>	<u>New York</u>	<u>13617-1452</u>	<u>(315)</u> <u>386-8522</u>
<u>B/W Galleria Inn & Suites</u>	<u>Goldi Group Inc.</u>	<u>Dharmesh Patel</u>	<u>601 Dingens St</u>	<u>Cheektowaga</u>	<u>New York</u>	<u>14206-2405</u>	<u>(716)</u>
<u>B/W Clifton Park</u>	<u>A & S Brothers Inc</u>	<u>Muhammad Afzaal</u>	<u>617 Plank Rd</u>	<u>Clifton Park</u>	<u>New York</u>	<u>12065-2020</u>	<u>(518)</u>
<u>B/W Cooperstown Inn & Suites</u>	<u>CROWN HOSPITALITY GROUP, Pravin V. Patel LLC</u>		<u>50 Commons Dr</u>	<u>Cooperstown</u>	<u>New York</u>	<u>13326-9516</u>	<u>(607)</u> <u>547-7100</u>
<u>B/W Plus Finger Lakes Inn &</u>	<u>Sky Hospitality LLC</u>	<u>Ravi Desai</u>	<u>3175 Fingerlake East Dr (Off Route 13 South)</u>	<u>Cortland</u>	<u>New York</u>	<u>13045-6621</u>	<u>(607)</u>
<u>B/W Dunkirk & Fredonia Inn</u>	<u>SILVER CREEK KASTURI, LTD</u>	<u>Jaikishan Patel</u>	<u>3912 Vineyard Dr</u>	<u>Dunkirk</u>	<u>New York</u>	<u>14048-3522</u>	<u>(716)</u>
<u>B/W Fishkill Inn & Suites</u>	<u>Poughkeepsie Fishkill Lodging Associates, LLC</u>	<u>Rakesh Patel</u>	<u>14 Schuyler Blvd</u>	<u>Fishkill</u>	<u>New York</u>	<u>12524-2238</u>	<u>(845)</u> <u>896-5210</u>
<u>B/W Queens Court Hotel</u>	<u>Queens Court Hotel Management, Inc.</u>	<u>Frank T.B. Chen</u>	<u>13351 39th Ave</u>	<u>Flushing</u>	<u>New York</u>	<u>11354-4432</u>	<u>(718)</u>
<u>B/W Plus The Hammondsport</u>	<u>East Lake Holdings, LLC</u>	<u>Cameron Dunlap</u>	<u>8440 State Route 54</u>	<u>Hammondsport</u>	<u>New York</u>	<u>14840-9795</u>	<u>(607)</u>
<u>B/W Maple City Inn</u>	<u>Maple City Lodging Partnership</u>	<u>Rakesh Patel</u>	<u>1 Canisteo Sq</u>	<u>Hornell</u>	<u>New York</u>	<u>14843-1954</u>	<u>(607)</u>
<u>B/W Plus Horseheads Inn & Suites</u>	<u>Finger Lake LLC</u>	<u>Hai Fan Chen</u>	<u>2671 Corning Rd</u>	<u>Horseheads</u>	<u>New York</u>	<u>14845-4202</u>	<u>(607)</u>
<u>B/W University Inn</u>	<u>Southern Tier Hospitality LLC</u>	<u>Satish K. Duggal</u>	<u>1020 Ellis Hollow Rd</u>	<u>Ithaca</u>	<u>New York</u>	<u>14850-2808</u>	<u>(607)</u>
<u>B/W JFK Airport Hotel</u>	<u>JFK BD HOLDING, LLC</u>	<u>Jigs Gandhi</u>	<u>14425 153rd Ln</u>	<u>Jamaica</u>	<u>New York</u>	<u>11434-4203</u>	<u>(718)</u>
<u>B/W Jamaica Inn</u>	<u>Sidhdhy Vinayak Ilc</u>	<u>Tansukh R. Suratwala</u>	<u>8707 Van Wyck Expy</u>	<u>Jamaica</u>	<u>New York</u>	<u>11435-2928</u>	<u>(718)</u>
<u>B/W Plus Kingston Hotel and Conference Center</u>	<u>SARAS Hospitality Operating Inc.</u>	<u>Shivani Patel</u>	<u>503 Washington Ave</u>	<u>Kingston</u>	<u>New York</u>	<u>12401-2906</u>	<u>(845)</u> <u>338-0400</u>
<u>B/W of Lake George</u>	<u>Skyline Hospitality Group, LLC</u>	<u>Ann Cloutier</u>	<u>2452 State Route 9N</u>	<u>Lake George</u>	<u>New York</u>	<u>12845-6007</u>	<u>(518)</u>
<u>B/W Adirondack Inn</u>	<u>Adirondack Inn Incorporated</u>	<u>Thomas Terry</u>	<u>2625 Main St</u>	<u>Lake Placid</u>	<u>New York</u>	<u>12946-3308</u>	<u>(518)</u>
<u>B/W Liverpool-Syracuse Inn & Suites</u>	<u>KEVIDCO, LLC</u>	<u>Kayur Patel</u>	<u>136 Transistor Pkwy</u>	<u>Liverpool</u>	<u>New York</u>	<u>13088-6015</u>	<u>(315)</u> <u>701-4400</u>
<u>B/W Plus Plaza Hotel</u>	<u>PRIYA HOSPITALITY LLC</u>	<u>Jasmin Patel</u>	<u>3934 21st St</u>	<u>Long Island City</u>	<u>New York</u>	<u>11101-6122</u>	<u>(718)</u>
<u>Aiden by Best Western Long Island City New York</u>	<u>9th Street Hospitality Propco LLC</u>	<u>Priyank Patel</u>	<u>38-15 9th St</u>	<u>Long Island City</u>	<u>New York</u>	<u>11101</u>	<u>(718)</u> <u>707-0102</u>
<u>B/W Bar Harbour Inn</u>	<u>SAVAN HOSPITALITY CORP.</u>	<u>Danny B. Mehta</u>	<u>5080 Sunrise Hwy</u>	<u>Massapequa Park</u>	<u>New York</u>	<u>11762-2906</u>	<u>(516)</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Monticello</u>	<u>Pramukh Hospitality Inc</u>	<u>Brijesh K. Patel</u>	<u>16 Raceway Rd</u>	<u>Monticello</u>	<u>New York</u>	<u>12701-1109</u>	<u>(845)</u>
<u>B/W Plus Hospitality House</u>	<u>145 EAST 49TH STREET LLC</u>	<u>Joseph Louis Goldstein</u>	<u>145 E 49th St</u>	<u>New York</u>	<u>New York</u>	<u>10017-1210</u>	<u>(212)</u>
<u>B/W Premier Herald Square</u>	<u>Ideal Hospitality LLC</u>	<u>Jasmin Patel</u>	<u>50 W 36th St</u>	<u>New York</u>	<u>New York</u>	<u>10018-8029</u>	<u>(212)</u>
<u>B/W Plus Soho Hotel</u>	<u>88 City Development, LLC</u>	<u>Keke Fang</u>	<u>88 Walker St</u>	<u>New York</u>	<u>New York</u>	<u>10013-3522</u>	<u>(646)</u>
<u>B/W Premier Empire State Hotel</u>	<u>16-18 East 30th Street LP</u>	<u>Jasmin Patel</u>	<u>16 E 30th St</u>	<u>New York</u>	<u>New York</u>	<u>10016</u>	<u>(212)</u>
<u>B/W Summit Inn</u>	<u>JAI HANUMANI INC.</u>	<u>Keerti (Mike) Patel</u>	<u>9500 Niagara Falls Blvd</u>	<u>Niagara Falls</u>	<u>New York</u>	<u>14304-4909</u>	<u>(716)</u>
<u>B/W Plus University Inn</u>	<u>ALLEGANY LODGING ASSOCIATES, LLC</u>	<u>Rakesh Patel</u>	<u>3051 W State St</u>	<u>Olean</u>	<u>New York</u>	<u>14760-1832</u>	<u>(716)</u>
<u>B/W Plus Oswego Hotel and Conference Center</u>	<u>G & S BROADWELL INC.</u>	<u>George A. Broadwell</u>	<u>26 East 1st St</u>	<u>Oswego</u>	<u>New York</u>	<u>13126-1113</u>	<u>(315)</u>
<u>B/W Owego Inn</u>	<u>Southern Tier Hotel, LLC</u>	<u>Chirag Patel</u>	<u>20 Hickories Park Rd</u>	<u>Owego</u>	<u>New York</u>	<u>13827-4841</u>	<u>(607)</u>
<u>B/W Palmyra Inn & Suites</u>	<u>Better Hospitality Palmyra LLC</u>	<u>Harsh Patel</u>	<u>955 Canandaigua Rd</u>	<u>Palmyra</u>	<u>New York</u>	<u>14522-9701</u>	<u>(315)</u>
<u>B/W Plus Vineyard Inn & Suites</u>	<u>Penn Yan Hospitality Group.</u>	<u>Brian Rolf Zerges</u>	<u>142 Lake St</u>	<u>Penn Yan</u>	<u>New York</u>	<u>14527-1565</u>	<u>(315)</u>
<u>B/W Plus Plattsburgh</u>	<u>Shree Haree LLC</u>	<u>Jay Patel</u>	<u>446 Route 3</u>	<u>Plattsburgh</u>	<u>New York</u>	<u>12901-6519</u>	<u>(518)</u>
<u>B/W Plus The Inn & Suites at the Falls</u>	<u>Green Hospitality LLC</u>	<u>Bhavana Patel</u>	<u>50 Red Oaks Mill Rd</u>	<u>Poughkeepsie</u>	<u>New York</u>	<u>12603-3260</u>	<u>(845)</u>
<u>B/W Rochester Marketplace Inn</u>	<u>Rochester Lodging Associates LLC</u>	<u>Rakesh Patel</u>	<u>940 Jefferson Rd</u>	<u>Rochester</u>	<u>New York</u>	<u>14623-3214</u>	<u>(585)</u>
<u>B/W The Inn at Rochester Airport</u>	<u>Kayatin of Rochester Inc.</u>	<u>Yatin Patel</u>	<u>395 Buell Rd</u>	<u>Rochester</u>	<u>New York</u>	<u>14624-3123</u>	<u>(585)</u>
<u>B/W Mill River Manor</u>	<u>NIRVANA MANOR LLC</u>	<u>Bharat Shah</u>	<u>173 Sunrise Hwy</u>	<u>Rockville Centre</u>	<u>New York</u>	<u>11570-4705</u>	<u>(516)</u>
<u>B/W Saranac Lake</u>	<u>HARI KRUSHNA INC</u>	<u>Jay Patel</u>	<u>487 Lake Flower Ave</u>	<u>Saranac Lake</u>	<u>New York</u>	<u>12983-2463</u>	<u>(518)</u>
<u>B/W The Inn at the Fairgrounds</u>	<u>FAIRGROUNDS HOTEL, LLC</u>	<u>Jayesh R. Patel</u>	<u>670 State Fair Blvd</u>	<u>Syracuse</u>	<u>New York</u>	<u>13209-1308</u>	<u>(315)</u>
<u>B/W Syracuse Downtown Hotel and Suites</u>	<u>Syracuse Hospitality Developers, LLC</u>	<u>Rakesh Patel</u>	<u>416 S Clinton St</u>	<u>Syracuse</u>	<u>New York</u>	<u>13202-1221</u>	<u>(315)</u>
<u>B/W Plus Ticonderoga Inn &</u>	<u>Jay Gurudev, LLC</u>	<u>Alpesh Patel</u>	<u>260 Burgoyne Rd</u>	<u>Ticonderoga</u>	<u>New York</u>	<u>12883-3112</u>	<u>(518)</u>
<u>B/W Plus Franklin Square Inn Troy/Albany</u>	<u>Due Di Mare Inc.</u>	<u>Amy Bridges</u>	<u>1 4th St</u>	<u>Troy</u>	<u>New York</u>	<u>12180-3225</u>	<u>(518)</u>
<u>B/W Gateway Adirondack Inn</u>	<u>Genesee Lodging, LLC</u>	<u>Chaitanyakumar Patel</u>	<u>175 N Genesee St</u>	<u>Utica</u>	<u>New York</u>	<u>13502-2511</u>	<u>(315)</u>
<u>B/W Plus Victor Inn & Suites</u>	<u>MAA - SHARDA, INC.</u>	<u>Prakash Patel</u>	<u>7449 State Route 96</u>	<u>Victor</u>	<u>New York</u>	<u>14564-9725</u>	<u>(585)</u>
<u>B/W Watertown Fort Drum</u>	<u>Watertown Lodging Associates, LLC</u>	<u>Rakesh Patel</u>	<u>300 Washington St</u>	<u>Watertown</u>	<u>New York</u>	<u>13601-3734</u>	<u>(315)</u>
<u>B/W New Baltimore Inn</u>	<u>Arjun Hotel, LLC</u>	<u>Rajesh Bhagia</u>	<u>12600 State Route 9W</u>	<u>West Coxsackie</u>	<u>New York</u>	<u>12192-1711</u>	<u>(518)</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Albemarle Inn</u>	<u>BW Albemarle LLC</u>	<u>Anilkumar Patel</u>	<u>2300 US Highway 52 N</u>	<u>Albemarle</u>	<u>North Carolina</u>	<u>28001-8507</u>	<u>(704)</u>
<u>B/W Asheville -Blue Ridge</u>	<u>V & S Hospitality, Inc.</u>	<u>Hites Patel</u>	<u>501 Tunnel Rd</u>	<u>Asheville</u>	<u>North Carolina</u>	<u>28805-1824</u>	<u>(828)</u>
<u>GLo Hotel Asheville-Blue Ridge Parkway</u>	<u>Krish Hospitality</u>	<u>Hites Patel</u>	<u>509 Tunnel Rd</u>	<u>Asheville</u>	<u>North Carolina</u>	<u>28805-1824</u>	<u>(828) 417-9300</u>
<u>B/W Mountain Lodge at Banner</u>	<u>LEE PROPERTY INVESTMENTS LC</u>	<u>James W. Wooten</u>	<u>1615 Tynecastle Hwy</u>	<u>Banner Elk</u>	<u>North Carolina</u>	<u>28604-9708</u>	<u>(828)</u>
<u>B/W Plus Burlington</u>	<u>Carolina Hosierey Mills, Inc.</u>	<u>Ernie A. Koury</u>	<u>770 Huffman Mill Rd</u>	<u>Burlington</u>	<u>North Carolina</u>	<u>27215-5125</u>	<u>(336)</u>
<u>B/W Plus Lower South End</u>	<u>Loso Hospitality, LLC</u>	<u>Hitesh Patel</u>	<u>242 E Woodlawn Rd</u>	<u>Charlotte</u>	<u>North Carolina</u>	<u>28217-2202</u>	<u>(704)</u>
<u>B/W Butner Creedmoor Inn</u>	<u>RK Hotels, LLC</u>	<u>Tejas Bhagat</u>	<u>2578 W Lyon Station Rd</u>	<u>Creedmoor</u>	<u>North Carolina</u>	<u>27522-7308</u>	<u>(919)</u>
<u>B/W Plus River Escape Inn &</u>	<u>Nightstar Lodging LLC</u>	<u>Vivek Patel</u>	<u>248 WBI Dr</u>	<u>Dillsboro</u>	<u>North Carolina</u>	<u>28725</u>	<u>(828)</u>
<u>B/W Plus Edison Inn</u>	<u>Vitrag, Inc.</u>	<u>Dilipbhai Dahyabhai</u>	<u>1595 Mechanical Blvd</u>	<u>Garner</u>	<u>North Carolina</u>	<u>27529-2536</u>	<u>(919)</u>
<u>B/W Gastonia</u>	<u>Siyaraj LLC</u>	<u>Alay Patel</u>	<u>360 Best Western Ct</u>	<u>Gastonia</u>	<u>North Carolina</u>	<u>28054</u>	<u>(704)</u>
<u>B/W Plus Goldsboro</u>	<u>Zenith Asset Company, LLC</u>	<u>John Paul Henry</u>	<u>909 N Spence Ave</u>	<u>Goldsboro</u>	<u>North Carolina</u>	<u>27534-4269</u>	<u>(919)</u>
<u>B/W Plus Suites-Greenville</u>	<u>N3S, LLC</u>	<u>Ashish Amulrai Naik</u>	<u>2310 Greenville Blvd</u>	<u>Greenville</u>	<u>North Carolina</u>	<u>27858-4140</u>	<u>(252)</u>
<u>B/W Hendersonville Inn</u>	<u>CAROLINA MOTEL ASSOCIATES INC.</u>	<u>Scott Harrell</u>	<u>105 Sugarloaf Rd</u>	<u>Hendersonville</u>	<u>North Carolina</u>	<u>28792-9326</u>	<u>(828) 692-0521</u>
<u>B/W Hickory</u>	<u>Piedmont Center Associates</u>	<u>Bradley Charles Lail</u>	<u>1520 13th Avenue Dr</u>	<u>Hickory</u>	<u>North Carolina</u>	<u>28602-5183</u>	<u>(828)</u>
<u>B/W Plus Huntersville Inn & Suites Near Lake Norman</u>	<u>Sree Maha Laxmi, Inc.</u>	<u>Priyesh Patel</u>	<u>13830 Statesville Rd</u>	<u>Huntersville</u>	<u>North Carolina</u>	<u>28078-9040</u>	<u>(704) 875-7880</u>
<u>B/W Plus Yadkin Valley Inn & Suites</u>	<u>Jonesville Hospitality 1 LLC</u>	<u>Husnain M. Bajwa</u>	<u>1713 N.C. Highway 67</u>	<u>Jonesville</u>	<u>North Carolina</u>	<u>28642-9247</u>	<u>(336)</u>
<u>B/W Kernersville</u>	<u>OM SAI Hospitality LLC</u>	<u>Pranav Patel</u>	<u>1570 NC Highway 66 S</u>	<u>Kernersville</u>	<u>North Carolina</u>	<u>27284-3552</u>	<u>(336)564-333</u>
<u>B/W Plus Westgate Inn & Suites</u>	<u>Sankey Properties LLC</u>	<u>Riley Evans</u>	<u>1120 Towne Lake Dr</u>	<u>Leland</u>	<u>North Carolina</u>	<u>28451-9476</u>	<u>(910)</u>
<u>B/W Lumberton</u>	<u>JALA INC</u>	<u>Pramit Patel</u>	<u>201 Jackson Ct</u>	<u>Lumberton</u>	<u>North Carolina</u>	<u>28358-1103</u>	<u>(910)</u>
<u>B/W Mountainbrook Inn</u>	<u>BHP Ventures LLC</u>	<u>Bakul Patel</u>	<u>3811 Soco Rd Rte 19</u>	<u>Maggie Valley</u>	<u>North Carolina</u>	<u>28751-9506</u>	<u>(828)</u>
<u>B/W Inn & Suites - Monroe</u>	<u>SHRI KRISHNA INC</u>	<u>Prakash B. Desai</u>	<u>2316 Hanover Dr</u>	<u>Monroe</u>	<u>North Carolina</u>	<u>28110-0450</u>	<u>(704)</u>
<u>B/W of Murphy</u>	<u>N&S Hospitality LLC</u>	<u>Jatin Patel</u>	<u>1522 Andrews Rd</u>	<u>Murphy</u>	<u>North Carolina</u>	<u>28906-5113</u>	<u>(828)</u>
<u>B/W Plus Pineville-Charlotte South</u>	<u>Shree Krishna Pineville, LLC</u>	<u>Aman Saurin Shah</u>	<u>9825 Leitner Dr</u>	<u>Pineville</u>	<u>North Carolina</u>	<u>28134-6556</u>	<u>(704)</u>
<u>B/W Plus Raleigh Crabtree Valley Hotel</u>	<u>Aumkar Investment LLC</u>	<u>Yati Ramnikbhai Vaghani</u>	<u>6209 Glenwood Ave</u>	<u>Raleigh</u>	<u>North Carolina</u>	<u>27612-2615</u>	<u>(919) 782-1112</u>
<u>B/W Shallotte / Ocean Isle Beach Hotel</u>	<u>R1 Group LLC</u>	<u>Joga Reddy Arjula</u>	<u>360 Whiteville Rd NW</u>	<u>Shallotte</u>	<u>North Carolina</u>	<u>28470-4506</u>	<u>(910)</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Statesville Inn</u>	<u>Shah Parikh & Associates, LLC</u>	<u>Bhupendra M. Shah</u>	<u>1121 Morland Dr</u>	<u>Statesville</u>	<u>North</u>	<u>28677-6973</u>	<u>(704)</u>
<u>B/W Plus Silver Creek Inn</u>	<u>Madhuram Hospitality LLC</u>	<u>Jignesh Patel</u>	<u>801 Cedar Point Blvd</u>	<u>Swansboro</u>	<u>North</u>	<u>28584-8015</u>	<u>(252)</u>
<u>B/W Smoky Mountain Inn</u>	<u>Shah & Patel, Inc.</u>	<u>Pratik Shah</u>	<u>130 Shiloh Trl</u>	<u>Waynesville</u>	<u>North</u>	<u>28786-9007</u>	<u>(828)</u>
<u>B/W Plus Coastline Inn</u>	<u>Wilmington Hospitality Associates, LLC</u>	<u>David Arthur McLamb</u>	<u>503 Nutt St</u>	<u>Wilmington</u>	<u>North Carolina</u>	<u>28401-3339</u>	<u>(910) 763-2800</u>
<u>B/W Plus Wilmington/Wrightsville Beach</u>	<u>Innkeeper Properties, Inc.</u>	<u>Walter L. Turner Jr.</u>	<u>5345 Market St</u>	<u>Wilmington</u>	<u>North</u>	<u>28405-3505</u>	<u>(910)</u>
<u>B/W Plus Hanes Mall Hotel</u>	<u>Soho Hospitality LLC</u>	<u>Husnain Bajwa</u>	<u>3330 Silas Creek Pkwy</u>	<u>Winston Salem</u>	<u>North</u>	<u>27103-3014</u>	<u>(336)</u>
<u>B/W Plus University Inn</u>	<u>Humantosh, LLC</u>	<u>Alan Mindel</u>	<u>3050 University Pkwy</u>	<u>Winston Salem</u>	<u>North</u>	<u>27105-4230</u>	<u>(336)</u>
<u>B/W Roosevelt Place Hotel</u>	<u>LBM Hospitality LLC</u>	<u>Kody Devlin</u>	<u>1405 Skyline Blvd</u>	<u>Bismarck</u>	<u>North Dakota</u>	<u>58503-1286</u>	<u>(701)</u>
<u>B/W Plus Kelly Inn & Suites</u>	<u>Kelly Midwest Ventures LP</u>	<u>Dawn Koble</u>	<u>1767 44th St S</u>	<u>Fargo</u>	<u>North Dakota</u>	<u>58103-7440</u>	<u>(701)</u>
<u>B/W Harvest Inn & Suites</u>	<u>Grand Forks Commercial Properties, LLC</u>	<u>Ross McGregor</u>	<u>3350 32nd Avenue S</u>	<u>Grand Forks</u>	<u>North Dakota</u>	<u>58201-6016</u>	<u>(701) 775-5000</u>
<u>B/W Plus Williston Hotel & Suites</u>	<u>Williston RE Investments Ilc</u>	<u>Yadewinder S. Dhillon</u>	<u>4201 4th Ave West</u>	<u>Williston</u>	<u>North Dakota</u>	<u>58801-2680</u>	<u>(701)</u>
<u>B/W Falcon Plaza - Bowling Green</u>	<u>FALCON PLAZA, LLC</u>	<u>Todd McGee</u>	<u>1450 E Wooster St</u>	<u>Bowling Green</u>	<u>Ohio</u>	<u>43402-3260</u>	<u>(419)</u>
<u>B/W Caldwell Inn</u>	<u>Fairground Road Hospitality</u>	<u>Jerry Delman</u>	<u>44128 Fairground Rd</u>	<u>Caldwell</u>	<u>Ohio</u>	<u>43724-9680</u>	<u>(740)</u>
<u>B/W Cambridge Inn</u>	<u>Overnight Suites Cambridge, LLC</u>	<u>Ankit Bhardwaj</u>	<u>2307 Southgate</u>	<u>Cambridge</u>	<u>Ohio</u>	<u>43725-3035</u>	<u>(740)</u>
<u>B/W Canal Winchester Inn - Columbus South East</u>	<u>SHIYA LLC</u>	<u>Atul Patel</u>	<u>6323 Prentiss School Pl</u>	<u>Canal Winchester</u>	<u>Ohio</u>	<u>43110-2037</u>	<u>(614) 834-4790</u>
<u>B/W Celina</u>	<u>Celina Hospitality LLC</u>	<u>Muhammad Khokhar</u>	<u>2020 Holiday Dr</u>	<u>Celina</u>	<u>Ohio</u>	<u>45822-8344</u>	<u>(419)</u>
<u>B/W Adena Inn</u>	<u>Jay Shivparvati LLC</u>	<u>Abhishekkumar Patel</u>	<u>1250 N Bridge St</u>	<u>Chillicothe</u>	<u>Ohio</u>	<u>45601-1852</u>	<u>(740)</u>
<u>B/W Premier Mariemont Inn</u>	<u>SPINNENWEBER BUILDERS INC.</u>	<u>William Spinnenweber</u>	<u>6880 Wooster Pike</u>	<u>Cincinnati</u>	<u>Ohio</u>	<u>45227-4392</u>	<u>(513) 271-2100</u>
<u>B/W Clermont</u>	<u>NGB Hospitality LLC.</u>	<u>Natu Bhakta</u>	<u>4004 Williams Dr</u>	<u>Cincinnati</u>	<u>Ohio</u>	<u>45255-4909</u>	<u>(513)</u>
<u>B/W Plus Hannaford Inn & Suites</u>	<u>Hannaford Hospitality LLC</u>	<u>Baljit Johl</u>	<u>5900 E Galbraith Rd</u>	<u>Cincinnati</u>	<u>Ohio</u>	<u>45236-2252</u>	<u>(513)</u>
<u>B/W Airport Inn & Suites</u>	<u>Mukti Hospitality LLC</u>	<u>Ashish Patel</u>	<u>16501 Snow Rd</u>	<u>Cleveland</u>	<u>Ohio</u>	<u>44142-2778</u>	<u>(216)</u>
<u>B/W Plus Dutch Haus Inn and Suites</u>	<u>The Dutch Haus Inn, LLC</u>	<u>Grace Witmer Styer</u>	<u>150 E State Route 14</u>	<u>Columbiana</u>	<u>Ohio</u>	<u>44408-8425</u>	<u>(330)</u>
<u>B/W Suites</u>	<u>A.N.P.P., INC.</u>	<u>Samir Patel</u>	<u>1133 Evans Way Ct</u>	<u>Columbus</u>	<u>Ohio</u>	<u>43228-9178</u>	<u>(614)</u>
<u>B/W Port Columbus</u>	<u>Deep Properties, LLC</u>	<u>Pratish Shah</u>	<u>1450 Airpointe Dr</u>	<u>Columbus</u>	<u>Ohio</u>	<u>43219-1501</u>	<u>(614)</u>
<u>B/W Inn</u>	<u>Shreejibapa Hospitality Inc</u>	<u>Rajanikant Patel</u>	<u>636 Griswold Rd</u>	<u>Elyria</u>	<u>Ohio</u>	<u>44035-2392</u>	<u>(440)</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Fostoria Inn & Suites</u>	<u>Ashva Hospitality</u>	<u>Haripriya Vimal Patel</u>	<u>1690 N Countyline St</u>	<u>Fostoria</u>	<u>Ohio</u>	<u>44830-1938</u>	<u>(419)</u>
<u>B/W Executive Inn</u>	<u>NATRAJ CORPORATION</u>	<u>Andy Patel</u>	<u>4026 Jackpot Rd</u>	<u>Grove City</u>	<u>Ohio</u>	<u>43123-9700</u>	<u>(614)</u>
<u>B/W Plus Whitewater Inn</u>	<u>KMC HOSPITALITY LLC</u>	<u>Meena Patel</u>	<u>391 Comfort Dr</u>	<u>Harrison</u>	<u>Ohio</u>	<u>45030-2768</u>	<u>(513)</u>
<u>B/W Lakewood Inn</u>	<u>NEW CRESCENT INVESTMENT LLC</u>	<u>Khaliq Farooqui</u>	<u>122 Arrowhead Blvd</u>	<u>Hebron</u>	<u>Ohio</u>	<u>43025-9463</u>	<u>(740)</u> <u>928-1800</u>
<u>B/W Hilliard Inn & Suites</u>	<u>JANUS HOSPITALITY</u>	<u>Rajan J. Patel</u>	<u>3831 Park Mill Run Dr</u>	<u>Hilliard</u>	<u>Ohio</u>	<u>43026-8110</u>	<u>(614)</u>
<u>B/W Penn-Ohio Inn & Suites</u>	<u>MK Hospitality, Inc.</u>	<u>Ashok Kochhar</u>	<u>6828 Commerce Dr</u>	<u>Hubbard</u>	<u>Ohio</u>	<u>44425-2944</u>	<u>(330)</u>
<u>B/W Richland Inn-Mansfield</u>	<u>JALY RAM LLC</u>	<u>Samir Patel</u>	<u>180 E Hanley Rd</u>	<u>Mansfield</u>	<u>Ohio</u>	<u>44903-9039</u>	<u>(419)</u>
<u>B/W Mason Inn</u>	<u>BW Mason Hotel Group Inc.</u>	<u>Maftuna Zohidova</u>	<u>9665 S Mason Montgomery Rd</u>	<u>Mason</u>	<u>Ohio</u>	<u>45040-9397</u>	<u>(513)</u> <u>336-7911</u>
<u>B/W Toledo South Maumee</u>	<u>Ascend Maumee LLC</u>	<u>Divakar Doddapaneni</u>	<u>6425 Kit Ln</u>	<u>Maumee</u>	<u>Ohio</u>	<u>43537-8655</u>	<u>(419)</u>
<u>B/W Plus Mentor-Cleveland Northeast</u>	<u>LAWNFIELD MENTOR LLC</u>	<u>Dhirenkumar B. Patel</u>	<u>8434 Mentor Ave</u>	<u>Mentor</u>	<u>Ohio</u>	<u>44060-5817</u>	<u>(440)</u> <u>205-7378</u>
<u>B/W Executive Inn</u>	<u>Shyam BW Associates LLC</u>	<u>Prashant Patel</u>	<u>3991 County Rd 172</u>	<u>Mount Gilead</u>	<u>Ohio</u>	<u>43338-9529</u>	<u>(419)</u>
<u>B/W Dutch Valley Inn</u>	<u>Shari Hospitality LLC</u>	<u>Manjula Patel</u>	<u>161 Bluebell Dr SW</u>	<u>New Philadelphia</u>	<u>Ohio</u>	<u>44663-9660</u>	<u>(330)</u>
<u>B/W Plus North Canton Inn & Suites</u>	<u>RBP Hotel Group LLC</u>	<u>Rushil Patel</u>	<u>6889 Sunset Strip Ave NW</u>	<u>North Canton</u>	<u>Ohio</u>	<u>44720-7089</u>	<u>(330)</u> <u>497-8799</u>
<u>B/W Norwalk</u>	<u>Raffaele Hospitality LLC</u>	<u>George Ruta</u>	<u>351 Milan Ave</u>	<u>Norwalk</u>	<u>Ohio</u>	<u>44857-1159</u>	<u>(419)</u>
<u>B/W Sycamore Inn</u>	<u>OXFORD MOTEL INN LIMITED Wespiser PARTNERSHIP</u>	<u>David C.</u>	<u>6 E Sycamore St</u>	<u>Oxford</u>	<u>Ohio</u>	<u>45056-1212</u>	<u>(513)</u> <u>523-0000</u>
<u>B/W Plus Boardman Inn & Suites</u>	<u>VK INTERNATIONAL INC.</u>	<u>Ashok Kochhar</u>	<u>7400 Tiffany S</u>	<u>Poland</u>	<u>Ohio</u>	<u>44514-3907</u>	<u>(330)</u>
<u>B/W Port Clinton</u>	<u>Goodnight Inn Inc.</u>	<u>Margaret P. Kelsey</u>	<u>1734 E Perry St</u>	<u>Port Clinton</u>	<u>Ohio</u>	<u>43452-1426</u>	<u>(419)</u>
<u>B/W St. Clairsville Inn & Suites</u>	<u>Blackpearl Hotels, Inc.</u>	<u>Kishan Naresh Patel</u>	<u>51654 National Rd</u>	<u>Saint Clairsville</u>	<u>Ohio</u>	<u>43950-9304</u>	<u>(740)</u>
<u>B/W Plus Sandusky Hotel & Suites</u>	<u>Modica Hospitality, LLC</u>	<u>George Ruta</u>	<u>6011 Milan Rd</u>	<u>Sandusky</u>	<u>Ohio</u>	<u>44870-5869</u>	<u>(419)</u>
<u>B/W Plus Franciscan Square Inn and Suites Steubenville</u>	<u>Good Venture HIH, LLC</u>	<u>Timothy A. Breed</u>	<u>200 Franciscan Square</u>	<u>Steubenville</u>	<u>Ohio</u>	<u>43952-1792</u>	<u>(740)</u> <u>792-8050</u>
<u>B/W Plus Strongsville Cleveland</u>	<u>Cleveland Strongsville Hospitality, LLC</u>	<u>Saket Duggal</u>	<u>15471 Royalton Rd</u>	<u>Strongsville</u>	<u>Ohio</u>	<u>44136-5441</u>	<u>(440)</u>
<u>B/W Wapakoneta Inn</u>	<u>WAPAKONETS HOSPITALITY LLC</u>	<u>Ali Khokhar</u>	<u>1008 Lunar Dr</u>	<u>Wapakoneta</u>	<u>Ohio</u>	<u>45895-9797</u>	<u>(419)</u>
<u>B/W Park Hotel</u>	<u>DATTA PROPERTIES LLC</u>	<u>Gurjeet Singh Sidhu</u>	<u>136 N Park Ave</u>	<u>Warren</u>	<u>Ohio</u>	<u>44481-1104</u>	<u>(330)</u>
<u>B/W Plus Wooster Hotel & Conference Center</u>	<u>Wooster Hotel 3 LLC</u>	<u>Sanjay M. Patel</u>	<u>243 E Liberty</u>	<u>Wooster</u>	<u>Ohio</u>	<u>44691-4366</u>	<u>(330)</u> <u>264-7750</u>
<u>B/W B. R. Guest</u>	<u>J S Zanesville, Inc</u>	<u>Sujay Mehta</u>	<u>4929 East Pike</u>	<u>Zanesville</u>	<u>Ohio</u>	<u>43701-8429</u>	<u>(740)</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Plus Ardmore Inn & Suites</u>	<u>Thakorji Hospitality, LLC</u>	<u>Sanjaykumar T. Patel</u>	<u>2600 W Broadway</u>	<u>Ardmore</u>	<u>Oklahoma</u>	<u>73401-2531</u>	<u>(580)</u>
<u>B/W Atoka Inn & Suites</u>	<u>Gangajee LLC</u>	<u>Ashish Gandhi</u>	<u>1010 S Mississippi Ave</u>	<u>Atoka</u>	<u>Oklahoma</u>	<u>74525-2866</u>	<u>(580)</u>
<u>B/W Kenosha Inn</u>	<u>Jai Jalaram LLC</u>	<u>Tejas D Gandhi</u>	<u>1200 E Lansing St</u>	<u>Broken Arrow</u>	<u>Oklahoma</u>	<u>74012-2099</u>	<u>(918)</u>
<u>B/W Halito Inn</u>	<u>Markita Inn, Inc</u>	<u>Jim Thorpe</u>	<u>1057 N Service Rd</u>	<u>Calera</u>	<u>Oklahoma</u>	<u>74730-1806</u>	<u>(580)</u>
<u>GLO Best Western Tulsa-Catoosa East Route 66</u>	<u>Catoosa Investment LLC</u>	<u>Neel Jain</u>	<u>18711 E Admiral Pl</u>	<u>Catoosa</u>	<u>Oklahoma</u>	<u>74015</u>	<u>(918)</u> <u>739-4100</u>
<u>B/W Plus Chickasha Inn</u>	<u>NSK LLC</u>	<u>Pinakin J. Patel</u>	<u>430 S. Grand Ave</u>	<u>Chickasha</u>	<u>Oklahoma</u>	<u>73018</u>	<u>(405)</u>
<u>B/W Plus Choctaw Inn & Suites</u>	<u>Choctaw Hotel LLC</u>	<u>Kenny Patel</u>	<u>2651 Market Blvd</u>	<u>Choctaw</u>	<u>Oklahoma</u>	<u>73020</u>	<u>(405)</u>
<u>B/W Plus Coweta's 1st Hotel</u>	<u>Prenivi LLC</u>	<u>Reena Patel</u>	<u>13593 State Highway 51 S</u>	<u>Coweta</u>	<u>Oklahoma</u>	<u>74429-7106</u>	<u>(918)</u> <u>279-6644</u>
<u>B/W Plus Cushing Inn & Suites</u>	<u>Cushing Hospitality, LLC</u>	<u>Harish R. Patel</u>	<u>508 E Main St</u>	<u>Cushing</u>	<u>Oklahoma</u>	<u>74023-2737</u>	<u>(918)</u>
<u>B/W Markita Inn</u>	<u>Markita Inn, Inc</u>	<u>Jim Thorpe</u>	<u>2401 W Main St</u>	<u>Durant</u>	<u>Oklahoma</u>	<u>74701-4818</u>	<u>(580)</u>
<u>B/W El Reno</u>	<u>Lucky Star Best Western LLC</u>	<u>Kevin Junker</u>	<u>2701 S Country Club</u>	<u>El Reno</u>	<u>Oklahoma</u>	<u>73036-6116</u>	<u>(405)</u>
<u>B/W Plus Executive Residency Elk City</u>	<u>Elk City Joseph Investments LLC</u>	<u>Joshua Joseph</u>	<u>105 Meadow Ridge Dr</u>	<u>Elk City</u>	<u>Oklahoma</u>	<u>73644-9733</u>	<u>(580)</u> <u>303-4851</u>
<u>GLO Best Western Enid OK Downtown/Convention Center</u>	<u>Pacific NW LLC</u>	<u>Asit Patel</u>	<u>123 W Maine Avenue</u>	<u>Enid</u>	<u>Oklahoma</u>	<u>73701</u>	<u>(580)</u>
<u>B/W Eufaula Inn</u>	<u>Jala Krupa LLC</u>	<u>Vijay Patel</u>	<u>1300 Birkes Rd</u>	<u>Eufaula</u>	<u>Oklahoma</u>	<u>74432-4028</u>	<u>(918)</u>
<u>B/W Plus Fairview Inn & Suites</u>	<u>Fairview Hospitality, LLC</u>	<u>Harish R. Patel</u>	<u>802 N Main St</u>	<u>Fairview</u>	<u>Oklahoma</u>	<u>73737-1004</u>	<u>(580)</u>
<u>B/W TimberRidge Inn</u>	<u>RA HARMON INC.</u>	<u>Rick E. Harmon</u>	<u>120 W 18th St</u>	<u>Grove</u>	<u>Oklahoma</u>	<u>74344-5358</u>	<u>(918)</u>
<u>B/W Plus Guymon Hotel & Suites</u>	<u>Kalpana LLC</u>	<u>Rita Subhir Patel</u>	<u>1102 NE 6th St</u>	<u>Guymon</u>	<u>Oklahoma</u>	<u>73942-4561</u>	<u>(580)</u>
<u>B/W Lindsay Inn & Suites</u>	<u>Trustees of the Combs Family</u>	<u>Roger Daniel Carlson</u>	<u>14114 Highway 19</u>	<u>Lindsay</u>	<u>Oklahoma</u>	<u>73052-9111</u>	<u>(405)</u>
<u>B/W Locust Grove Inn & Suites</u>	<u>LOCUST GROVE HOSPITALITY LLC</u>	<u>Priyam Desai</u>	<u>106 Holiday Ln</u>	<u>Locust Grove</u>	<u>Oklahoma</u>	<u>74352-9016</u>	<u>(918)</u> <u>479-8082</u>
<u>B/W Plus Sand Bass Inn & Suites</u>	<u>B & H Hospitality LLC</u>	<u>Bhavesh Desai</u>	<u>827 South First Street</u>	<u>Madill</u>	<u>Oklahoma</u>	<u>73446-3841</u>	<u>(580)</u>
<u>B/W Inn of McAlester</u>	<u>Dale & Florence Friestad</u>	<u>Mark Friestad</u>	<u>1215 S George Nigh Expy McAlester</u>		<u>Oklahoma</u>	<u>74501-7303</u>	<u>(918)</u>
<u>B/W Plus Midwest City Inn &</u>	<u>DAX INN INC</u>	<u>Khandu C. Patel</u>	<u>6701 Tinker Diagonal</u>	<u>Midwest City</u>	<u>Oklahoma</u>	<u>73110-2960</u>	<u>(405)</u>
<u>B/W Greentree Inn & Suites</u>	<u>Radha & Krishna Hospitality,</u>	<u>Pramod Patel</u>	<u>1811 N Moore Ave</u>	<u>Moore</u>	<u>Oklahoma</u>	<u>73160-3668</u>	<u>(405)</u>
<u>B/W Plus The Inn & Suites at Muskogee</u>	<u>Grace Hospitality, LLC</u>	<u>Swapanil Patel</u>	<u>2701 Military Blvd</u>	<u>Muskogee</u>	<u>Oklahoma</u>	<u>74401-2363</u>	<u>(918)</u> <u>910-5060</u>
<u>B/W Plus Saddleback Inn & Conference Center</u>	<u>PLD Hospitality, LLC</u>	<u>Dennis A. Dascanio</u>	<u>4300 SW 3rd St</u>	<u>Oklahoma City</u>	<u>Oklahoma</u>	<u>73108-1024</u>	<u>(405)</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Plus Memorial Inn & Suites</u>	<u>LMP Hospitality, LLC</u>	<u>Dharmesh Patel</u>	<u>1301 W Memorial Rd</u>	<u>Oklahoma City</u>	<u>Oklahoma</u>	<u>73114-1406</u>	<u>(405)</u>
<u>B/W Plus Barsana Hotel & Suites</u>	<u>Jai Bajarangbali LLC</u>	<u>Sanjay Mistry</u>	<u>7701 C A Henderson Blvd</u>	<u>Oklahoma City</u>	<u>Oklahoma</u>	<u>73139-2422</u>	<u>(405)</u>
<u>B/W Plus Executive Residency Oklahoma City I-35</u>	<u>A & K OKC Hospitality, LLC</u>	<u>Harold Smart</u>	<u>4750 S I-35 Service Rd</u>	<u>Oklahoma City</u>	<u>Oklahoma</u>	<u>73129-7016</u>	<u>(405) 763-5002</u>
<u>B/W Okmulgee</u>	<u>Okmulgee Inn Venture, LLC</u>	<u>Ashokkumar Ranchhod</u>	<u>3499 N Wood Dr</u>	<u>Okmulgee</u>	<u>Oklahoma</u>	<u>74447-7915</u>	<u>(918)</u>
<u>B/W Plus Pauls Valley</u>	<u>HPP Hospitality LLC</u>	<u>Mohammad Hussain</u>	<u>2509 W Grant Ave</u>	<u>Pauls Valley</u>	<u>Oklahoma</u>	<u>73075-9218</u>	<u>(405)</u>
<u>B/W Prime Inn & Suites</u>	<u>Hanuman 1, LLC</u>	<u>Jayesh Patel</u>	<u>1702 N Broadway St</u>	<u>Poteau</u>	<u>Oklahoma</u>	<u>74953-2631</u>	<u>(918)647-351</u>
<u>B/W Seminole Inn & Suites</u>	<u>Angel Hospitality LLC</u>	<u>Ankit Patel</u>	<u>1525 N Milt Phillips Ave</u>	<u>Seminole</u>	<u>Oklahoma</u>	<u>74868-2329</u>	<u>(405)</u>
<u>B/W Plus Cimarron Hotel &</u>	<u>WA BW Cowboys LLC</u>	<u>Dylan Jaret West</u>	<u>315 N Husband St</u>	<u>Stillwater</u>	<u>Oklahoma</u>	<u>74075-5235</u>	<u>(405)</u>
<u>B/W NSU Inn</u>	<u>Jai Kuber LLC</u>	<u>Jignesh Patel</u>	<u>101 Reasor Street</u>	<u>Tahlequah</u>	<u>Oklahoma</u>	<u>74464-5728</u>	<u>(918)</u>
<u>B/W Red River Inn & Suites</u>	<u>RKBY Lodging Hospitality, LLC</u>	<u>Uresh D. Patel</u>	<u>22106 Black Jack Rd</u>	<u>Thackerville</u>	<u>Oklahoma</u>	<u>73459-9016</u>	<u>(580)</u>
<u>B/W Airport</u>	<u>RDK LLC</u>	<u>Dharmesh Gandhi</u>	<u>222 N Garnett Rd</u>	<u>Tulsa</u>	<u>Oklahoma</u>	<u>74116-6034</u>	<u>(918)</u>
<u>B/W Plus Tulsa Inn & Suites</u>	<u>Char S, LLC</u>	<u>Dhirendra L. Bhakta</u>	<u>3212 S 79th East Ave</u>	<u>Tulsa</u>	<u>Oklahoma</u>	<u>74145-1317</u>	<u>(918)</u>
<u>B/W Plus Woodland Hills Hotel & Suites</u>	<u>RDKFM, LLC</u>	<u>Dharmesh Gandhi</u>	<u>10143 E 62nd St S</u>	<u>Tulsa</u>	<u>Oklahoma</u>	<u>74133-1528</u>	<u>(918) 249-8100</u>
<u>B/W Plus Weatherford</u>	<u>Mesilla LLC</u>	<u>Dharmendra Amin</u>	<u>525 E Main St</u>	<u>Weatherford</u>	<u>Oklahoma</u>	<u>73096-5347</u>	<u>(580)</u>
<u>B/W Stateline Lodge</u>	<u>KNB Hospitality, LLC</u>	<u>Kalpesh Gandhi</u>	<u>273 S Highway 59</u>	<u>West Siloam Springs</u>	<u>Oklahoma</u>	<u>74964-5004</u>	<u>(918)</u>
<u>B/W Plus Wewoka Inn & Suites</u>	<u>Wewoka Premier Hospitality, LLC</u>	<u>Harish R. Patel</u>	<u>201 Commerce Dr</u>	<u>Wewoka</u>	<u>Oklahoma</u>	<u>74884-4884</u>	<u>(405)</u>
<u>B/W Plus Oklahoma City Yukon</u>	<u>RJS Motels, LLC</u>	<u>John L. Kelly</u>	<u>11440 W I-40 Service Rd</u>	<u>Yukon</u>	<u>Oklahoma</u>	<u>73099-5146</u>	<u>(405)</u>
<u>B/W Plus Prairie Inn</u>	<u>S and H Hotel, Inc.</u>	<u>Surinder Sunny Singh</u>	<u>1100 Price Rd SE</u>	<u>Albany</u>	<u>Oregon</u>	<u>97322-7068</u>	<u>(541)</u>
<u>B/W Windsor Inn</u>	<u>Warren Resort Hotels of Ashland, Andrew Warren Inc.</u>		<u>2520 Ashland St</u>	<u>Ashland</u>	<u>Oregon</u>	<u>97520-1412</u>	<u>(541) 488-2330</u>
<u>B/W Columbia River Waterfront Hotel Astoria</u>	<u>Columbia River Hotel Operations, Jackie Lee Neves Inc</u>		<u>3420 Leif Erickson Dr</u>	<u>Astoria</u>	<u>Oregon</u>	<u>97103-3425</u>	<u>(503)</u>
<u>B/W Sunridge Inn & Conference Center</u>	<u>Shiva Property 6, LLC</u>	<u>Nishant Kharod</u>	<u>1 Sunridge Ln</u>	<u>Baker City</u>	<u>Oregon</u>	<u>97814-2254</u>	<u>(541)</u>
<u>B/W Inn at Face Rock</u>	<u>Bandon Inn at Face Rock, LLC</u>	<u>David C. Nordahl</u>	<u>3225 Beach Loop Dr</u>	<u>Bandon</u>	<u>Oregon</u>	<u>97411-8808</u>	<u>(541)</u>
<u>B/W Bend North</u>	<u>BHG Bend LLC</u>	<u>Bakulesh G. Patel</u>	<u>20615 Grandview Dr</u>	<u>Bend</u>	<u>Oregon</u>	<u>97701-8145</u>	<u>(541)</u>
<u>B/W Plus Columbia River Inn</u>	<u>Wanapa Room Inc</u>	<u>Charles V. Hinman</u>	<u>735 WaNaPa St</u>	<u>Cascade Locks</u>	<u>Oregon</u>	<u>97014</u>	<u>(541)</u>
<u>B/W Holiday Hotel</u>	<u>LLERTTOC INC.</u>	<u>Thomas L. Cottrell</u>	<u>411 N Bayshore Dr</u>	<u>Coos Bay</u>	<u>Oregon</u>	<u>97420-2311</u>	<u>(541)</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Corvallis</u>	<u>EVENHAZER HOSPITALITY LLC</u>	<u>Young S. Kim</u>	<u>925 NW Garfield Ave</u>	<u>Corvallis</u>	<u>Orego</u>	<u>97330-2115</u>	<u>(541)</u>
<u>B/W Cottage Grove Inn</u>	<u>Snazmart-Hospitality LLC</u>	<u>David R. Snazuk</u>	<u>1601 Gateway Blvd</u>	<u>Cottage Grove</u>	<u>Orego</u>	<u>97424-1294</u>	<u>(541)</u>
<u>B/W Dallas Inn & Suites</u>	<u>Ek Onkar LLC</u>	<u>Parminder Singh Bassi</u>	<u>250 Orchard Dr</u>	<u>Dallas</u>	<u>Orego</u>	<u>97338-1148</u>	<u>(503)</u>
<u>B/W New Oregon</u>	<u>CONNOR ENTERPRISES INC.</u>	<u>David D. Connor</u>	<u>1655 Franklin Blvd</u>	<u>Eugene</u>	<u>Orego</u>	<u>97403-1982</u>	<u>(541)</u>
<u>B/W Pier Point Inn</u>	<u>BW Pier Point Inn, LLC</u>	<u>Daniel J. Corr</u>	<u>85625 Highway 101</u>	<u>Florence</u>	<u>Orego</u>	<u>97439-8501</u>	<u>(541)</u>
<u>B/W University Inn & Suites</u>	<u>BDS LLC</u>	<u>Kathryn Mary</u>	<u>3933 Pacific Ave</u>	<u>Forest Grove</u>	<u>Orego</u>	<u>97116-2225</u>	<u>(503)</u>
<u>B/W Mt. Hood Inn</u>	<u>Base Camp, LLC</u>	<u>Nikhil Patel</u>	<u>87450 E Government Camp Loop</u>	<u>Government Camp</u>	<u>Orego n</u>	<u>97028-0108</u>	<u>(503) 272-3205</u>
<u>B/W Grants Pass Inn</u>	<u>JENSEN OREHI PROPERTIES, LLC</u>	<u>Robert Jensen</u>	<u>111 NE Agness Ave</u>	<u>Grants Pass</u>	<u>Orego</u>	<u>97526-3901</u>	<u>(541)</u>
<u>B/W Inn at the Rogue</u>	<u>Vintage Hotels Inc</u>	<u>Tamara Bushnell</u>	<u>8959 Rogue River Hwy</u>	<u>Grants Pass</u>	<u>Orego</u>	<u>97527-4377</u>	<u>(541)</u>
<u>B/W Hermiston Inn</u>	<u>RADHA CORP</u>	<u>Vijay Narain</u>	<u>2255 S Highway 395</u>	<u>Hermiston</u>	<u>Orego</u>	<u>97838-9466</u>	<u>(541)</u>
<u>B/W Rory & Ryan Inns</u>	<u>Rory & Ryan Inns, LLC</u>	<u>Courtney Ryan Priday</u>	<u>534 Highway 20 N</u>	<u>Hines</u>	<u>Orego</u>	<u>97738-9403</u>	<u>(541)</u>
<u>B/W Plus Hood River Inn</u>	<u>Columbia Room Inc.</u>	<u>Charles V. Hinman</u>	<u>1108 E Marina Way</u>	<u>Hood River</u>	<u>Orego</u>	<u>97031-2378</u>	<u>(541)</u>
<u>B/W John Day Inn</u>	<u>MAULIN INC</u>	<u>Pravin J. Patel</u>	<u>315 W Main St</u>	<u>John Day</u>	<u>Orego</u>	<u>97845-1028</u>	<u>(541)</u>
<u>B/W Premier Keizer/Salem Hotel</u>	<u>Dhaliwal Hospitality</u>	<u>Kanwar Dhaliwal</u>	<u>5188 Wittenberg Ln NE</u>	<u>Keizer</u>	<u>Orego</u>	<u>97303-4442</u>	<u>(503)</u>
<u>B/W Plus Olympic Inn</u>	<u>BHG Klamath LLC</u>	<u>Bakulesh G. Patel</u>	<u>2627 S 6th St</u>	<u>Klamath Falls</u>	<u>Orego</u>	<u>97603-4600</u>	<u>(541)</u>
<u>B/W Plus Rama Inn & Suites</u>	<u>BGI-RILG, Inc.</u>	<u>Bakulesh G. Patel</u>	<u>1711 21st St</u>	<u>La Grande</u>	<u>Orego</u>	<u>97850-3919</u>	<u>(541)</u>
<u>B/W Newberry Station</u>	<u>Cassidy Bayou Partners II, LLC</u>	<u>Courtney Ryan Priday</u>	<u>16515 Reed Rd</u>	<u>La Pine</u>	<u>Orego</u>	<u>97739-9704</u>	<u>(541)</u>
<u>B/W Lake Oswego/Portland Hotel & Suites</u>	<u>BHGAH BWLO, LLC</u>	<u>Heetan B. Patel</u>	<u>14905 Bangy Rd.</u>	<u>Lake Oswego</u>	<u>Orego n</u>	<u>97035-3201</u>	<u>(503) 624-7400</u>
<u>B/W Skyline Motor Lodge</u>	<u>Lakeview Management, LLC</u>	<u>Subhash C. Patel</u>	<u>414 N G St</u>	<u>Lakeview</u>	<u>Orego</u>	<u>97630-1422</u>	<u>(541)</u>
<u>B/W Premier Boulder Falls Inn</u>	<u>Samaritan Enterprises, LLC</u>	<u>Joseph (Marty) Cahill III</u>	<u>505 Mullins Dr</u>	<u>Lebanon</u>	<u>Orego</u>	<u>97355-3997</u>	<u>(541)</u>
<u>B/W Plus Landmark Inn</u>	<u>Sapphire Garland Investments LLC</u>	<u>Tajinder (Roger) Hothi</u>	<u>4430 SE Highway 101</u>	<u>Lincoln City</u>	<u>Orego n</u>	<u>97367-1541</u>	<u>(541) 994-6060</u>
<u>B/W McMinnville Inn</u>	<u>Shreeji Hospitality Group McMinnville, LLC</u>	<u>Katen Patel</u>	<u>2035 SW Highway 99 W</u>	<u>McMinnville</u>	<u>Orego</u>	<u>97128-8640</u>	<u>(503)</u>
<u>B/W Horizon Inn</u>	<u>JENSEN OREHI PROPERTIES, LLC</u>	<u>Robert Jensen</u>	<u>1154 E Barnett Rd</u>	<u>Medford</u>	<u>Orego</u>	<u>97504-8221</u>	<u>(541)</u>
<u>B/W Newberg Inn</u>	<u>YOGI KRUPA LLC</u>	<u>Champak C. Patel</u>	<u>2211 Portland Rd</u>	<u>Newberg</u>	<u>Orego</u>	<u>97132-1364</u>	<u>(503)</u>
<u>B/W Plus Agate Beach Inn</u>	<u>RV Agate Beach, LLC</u>	<u>Mark Hemmer</u>	<u>3019 N Coast Hwy</u>	<u>Newport</u>	<u>Orego</u>	<u>97365-1707</u>	<u>(541)</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Inn & Suites</u>	<u>Norwest Hospitality LLC</u>	<u>Simranjit Singh</u>	<u>251 NE Goodfellow St</u>	<u>Ontario</u>	<u>Oregon</u>	<u>97914-3038</u>	<u>(541)</u>
<u>B/W Plus Rivershore Hotel</u>	<u>HEMSTREET DEVELOPMENT CORP.</u>	<u>Greg Hemstreet</u>	<u>1900 Clackamette Dr</u>	<u>Oregon City</u>	<u>Oregon</u>	<u>97045-1052</u>	<u>(503) 655-7141</u>
<u>B/W Pendleton Inn</u>	<u>BBB Lodging, LLC</u>	<u>Kamaljit Singh</u>	<u>400 SE Nye Ave</u>	<u>Pendleton</u>	<u>Oregon</u>	<u>97801-4150</u>	<u>(541)</u>
<u>B/W Pony Soldier Inn - Airport</u>	<u>VIMA INVESTMENTS LLC</u>	<u>Kiranrai M. Amin</u>	<u>9901 NE Sandy Blvd</u>	<u>Portland</u>	<u>Oregon</u>	<u>97220-3323</u>	<u>(503)</u>
<u>B/W Plus Portland Airport Hotel & Suites</u>	<u>Airport Way Investments, LLC</u>	<u>Mahendra Patel</u>	<u>11938 NE Airport Way</u>	<u>Portland</u>	<u>Oregon</u>	<u>97220-1078</u>	<u>(503) 251-9991</u>
<u>B/W Portland West Beaverton</u>	<u>Param Canyon LLC</u>	<u>Ganesh Sonpatke</u>	<u>9900 SW Canyon Rd</u>	<u>Portland</u>	<u>Oregon</u>	<u>97225-2912</u>	<u>(503)</u>
<u>B/W Prineville Inn</u>	<u>Cassidy Bayou Partners, LLC</u>	<u>Courtney Ryan Priday</u>	<u>1475 NE 3rd St</u>	<u>Prineville</u>	<u>Oregon</u>	<u>97754-2905</u>	<u>(541)</u>
<u>B/W Plus Rama Inn</u>	<u>BGI-RIRD, Inc</u>	<u>Bakulesh G. Patel</u>	<u>2630 SW 17th Pl</u>	<u>Redmond</u>	<u>Oregon</u>	<u>97756-9625</u>	<u>(541)</u>
<u>B/W Salbasgeon Inn & Suites of Reedsport</u>	<u>Churi Hospitality Reedsport LLC</u>	<u>Bhawna Churi</u>	<u>1400 Highway 101</u>	<u>Reedsport</u>	<u>Oregon</u>	<u>97467-1605</u>	<u>(541) 271-4831</u>
<u>B/W Garden Villa Inn</u>	<u>AAS Galaxy Investments, Inc</u>	<u>Amarpreet Sandhu</u>	<u>760 NW Garden Valley Blvd</u>	<u>Roseburg</u>	<u>Oregon</u>	<u>97470-1919</u>	<u>(541)</u>
<u>B/W Oak Meadows Inn</u>	<u>Virk Investments, Inc</u>	<u>Amandeep S. Virk</u>	<u>585 S Columbia River Hwy</u>	<u>Saint Helens</u>	<u>Oregon</u>	<u>97051-2835</u>	<u>(503)</u>
<u>B/W Plus Mill Creek Inn</u>	<u>Mill Creek Inn, LLC</u>	<u>Steven P. Freeburg</u>	<u>3125 Ryan Dr SE</u>	<u>Salem</u>	<u>Oregon</u>	<u>97301-5069</u>	<u>(503)</u>
<u>B/W Sandy Inn</u>	<u>SANDY INN OMRS LLC</u>	<u>Heetan B. Patel</u>	<u>37465 Highway 26</u>	<u>Sandy</u>	<u>Oregon</u>	<u>97055-7207</u>	<u>(503)</u>
<u>B/W Plus Ocean View Resort</u>	<u>Seaside Resort Hotel LLC</u>	<u>Kyle Rolfe</u>	<u>414 N Prom</u>	<u>Seaside</u>	<u>Oregon</u>	<u>97138-6042</u>	<u>(503)</u>
<u>B/W Ponderosa Lodge</u>	<u>PONDEROSA LODGE INC.</u>	<u>William Ryan Stewart Reed</u>	<u>790 W. Barclay Drive</u>	<u>Sisters</u>	<u>Oregon</u>	<u>97759</u>	<u>(541) 549-1234</u>
<u>B/W Plus Grand Manor Inn</u>	<u>Dhaliwal Inc.</u>	<u>Jasvir Singh Dhaliwal</u>	<u>971 Kruse Way</u>	<u>Springfield</u>	<u>Oregon</u>	<u>97477-1074</u>	<u>(541)</u>
<u>B/W Plus Hartford Lodge</u>	<u>G. GRACE, LLC</u>	<u>Sung Chil Oh</u>	<u>150 Myrtle St</u>	<u>Sutherlin</u>	<u>Oregon</u>	<u>97479-9493</u>	<u>(541)</u>
<u>B/W Plus Northwind Inn & Suites</u>	<u>Northwind Hospitality llc</u>	<u>Ishwar M. Bhavan</u>	<u>16105 SW Pacific Hwy</u>	<u>Tigard</u>	<u>Oregon</u>	<u>97224-3440</u>	<u>(503)</u>
<u>B/W Cascade Inn & Suites</u>	<u>SWAMI SHREEJI LLC</u>	<u>Jatin Patel</u>	<u>23525 NE Halsey St</u>	<u>Troutdale</u>	<u>Oregon</u>	<u>97060-2814</u>	<u>(503)</u>
<u>B/W Crater Lake Highway White City/Medford</u>	<u>Crater Lake Hotel Operations Inc.</u>	<u>Jackie Lee Neves</u>	<u>2020 Leigh Way</u>	<u>White City</u>	<u>Oregon</u>	<u>97503-1099</u>	<u>(541) 826-0800</u>
<u>B/W Wilsonville Inn & Suites</u>	<u>TanDeep LLC</u>	<u>Diptesh Patel</u>	<u>29769 SW Boones Ferry Rd</u>	<u>Wilsonville</u>	<u>Oregon</u>	<u>97070-7202</u>	<u>(503)</u>
<u>B/W Plus Parkway Inn</u>	<u>Virk Hospitality, Inc.</u>	<u>Amandeep S. Virk</u>	<u>8815 SW Sun Pl</u>	<u>Wilsonville</u>	<u>Oregon</u>	<u>97070-9611</u>	<u>(503)</u>
<u>B/W Woodburn</u>	<u>Nima Hospitality, LLC</u>	<u>Kiranrai M. Amin</u>	<u>2980 Tom Tennant Dr</u>	<u>Woodburn</u>	<u>Oregon</u>	<u>97071-2828</u>	<u>(503)</u>
<u>B/W Garden Inn</u>	<u>Bentleyville Garden Inn</u>	<u>Kamlesh B. Gosai</u>	<u>101 Gosai Dr</u>	<u>Bentleyville</u>	<u>Pennsylvania</u>	<u>15314-1049</u>	<u>(724)</u>
<u>B/W Inn at Blakeslee-Pocono</u>	<u>BLAKESLEE PROPERTIES, LLC</u>	<u>Soham Patel</u>	<u>107 Parkside Ave</u>	<u>Blakeslee</u>	<u>Pennsylvania</u>	<u>18610-2444</u>	<u>(570)</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Plus Bradford Inn</u>	<u>Bradford Motel Assoc.</u>	<u>Jeffrey S. Wilder</u>	<u>100 S Davis St</u>	<u>Bradford</u>	<u>Pennsylvania</u>	<u>16701-2162</u>	<u>(814)</u>
<u>B/W Carlisle</u>	<u>AUM LLC</u>	<u>Milan Rathod</u>	<u>1155 Harrisburg Pike</u>	<u>Carlisle</u>	<u>Pennsylvania</u>	<u>17013-1669</u>	<u>(717)</u>
<u>B/W Carlisle South</u>	<u>Bliss Hospitality LLC</u>	<u>Vimal Harivadanbhai Patel</u>	<u>101 Alexander Spring Rd.</u>	<u>Carlisle</u>	<u>Pennsylvania</u>	<u>17015-6953</u>	<u>(717)</u>
<u>B/W Chambersburg</u>	<u>PARASH, INC.</u>	<u>Virendra J. Mehta</u>	<u>211 Walker Rd</u>	<u>Chambersburg</u>	<u>Pennsylvania</u>	<u>17201-9798</u>	<u>(717)</u>
<u>B/W Plus Philadelphia Airport South at Widener University</u>	<u>Pinnacle Holdings - IX, LLC</u>	<u>Garry Hesselbacher</u>	<u>1450 Providence Ave</u>	<u>Chester</u>	<u>Pennsylvania</u>	<u>19013-5715</u>	<u>(610) 872-8100</u>
<u>B/W Plus Clarks Summit Scranton</u>	<u>Clarks Summit Hotels</u>	<u>Rakesh T. Patel</u>	<u>820 Northern Blvd</u>	<u>Clarks Summit</u>	<u>Pennsylvania</u>	<u>18411-2229</u>	<u>(570)</u>
<u>B/W Plus Clearfield</u>	<u>SUPER 106 INC.</u>	<u>Muhammad Imran Zahid</u>	<u>14424 Clearfield Shawville Hwy</u>	<u>Clearfield</u>	<u>Pennsylvania</u>	<u>16830-6112</u>	<u>(814) 768-1049</u>
<u>B/W Plus Cranberry-Pittsburgh North</u>	<u>Cranberry Inn LP</u>	<u>John Delozier</u>	<u>5001 Cranberry Dr</u>	<u>Cranberry</u>	<u>Pennsylvania</u>	<u>16066-6901</u>	<u>(724)</u>
<u>B/W Danville Inn</u>	<u>Danville Hotel Inc.</u>	<u>Sanjay Patel</u>	<u>125 Old Valley School Road</u>	<u>Danville</u>	<u>Pennsylvania</u>	<u>17821-8724</u>	<u>(570)</u>
<u>B/W DuBois Hotel</u>	<u>Shree Ganesh Management</u>	<u>Harsh Patel</u>	<u>82 N Park Pl</u>	<u>Du Bois</u>	<u>Pennsylvania</u>	<u>15801-2416</u>	<u>(814)</u>
<u>B/W Plus Harrisburg Mechanicsburg Enola Hotels, LLC</u>		<u>Nandit S. Mehta</u>	<u>4900 Woodland Dr</u>	<u>Enola</u>	<u>Pennsylvania</u>	<u>17025-1263</u>	<u>(717)</u>
<u>B/W Erie Inn & Suites</u>	<u>Windsor Hospitality LLC</u>	<u>ASHOK Patel</u>	<u>8040 Oliver Rd</u>	<u>Erie</u>	<u>Pennsylvania</u>	<u>16509-4620</u>	<u>(814)</u>
<u>B/W Fort Washington Inn</u>	<u>VIHAR FW LP</u>	<u>Harish Surati</u>	<u>285 Commerce Dr</u>	<u>Fort Washington</u>	<u>Pennsylvania</u>	<u>19034-2406</u>	<u>(215)</u>
<u>B/W Gettysburg</u>	<u>S & W Development</u>	<u>Nathan Mares</u>	<u>301 Steinwehr Ave</u>	<u>Gettysburg</u>	<u>Pennsylvania</u>	<u>17325-2900</u>	<u>(717)</u>
<u>B/W Plus Concordville Hotel</u>	<u>MOTEL LIMITED</u>	<u>Steven Angeline</u>	<u>675 Conchester Hwy</u>	<u>Glen Mills</u>	<u>Pennsylvania</u>	<u>19342</u>	<u>(610)</u>
<u>B/W Grantville/Hershey</u>	<u>East Hanover Hotel Corp.</u>	<u>Girish Sheth</u>	<u>450 Station Rd.</u>	<u>Grantville</u>	<u>Pennsylvania</u>	<u>17028-9148</u>	<u>(717)</u>
<u>B/W Premier The Central Hotel & Conference Center</u>	<u>East Park Inns</u>	<u>Susan A.M. Hatfield</u>	<u>800 E Park Dr</u>	<u>Harrisburg</u>	<u>Pennsylvania</u>	<u>17111-2807</u>	<u>(717) 561-2800</u>
<u>B/W Harrisburg North</u>	<u>Susquehanna Motel Inc.</u>	<u>Girish Sheth</u>	<u>150 Nationwide Dr</u>	<u>Harrisburg</u>	<u>Pennsylvania</u>	<u>17110-9746</u>	<u>(717)</u>
<u>B/W Plus Hershey</u>	<u>Sweet Hotels, LLC</u>	<u>Anish Kiran Patel</u>	<u>1800 E Chocolate Ave</u>	<u>Hershey</u>	<u>Pennsylvania</u>	<u>17033-1181</u>	<u>(717)</u>
<u>Executive Residency by Best Western Philadelphia-WillowGrove</u>	<u>JSK Horsham LLC</u>	<u>Rishi Goragandhi</u>	<u>250 Business Center Dr</u>	<u>Horsham</u>	<u>Pennsylvania</u>	<u>19044-3404</u>	<u>(215) 328-9119</u>
<u>B/W Plus Intercourse Village Inn & Suites</u>	<u>KURTIS ADMINISTRATION CO. LTD.</u>	<u>Kurtis D. Thomas</u>	<u>3610 E Newport Rd</u>	<u>Intercourse</u>	<u>Pennsylvania</u>	<u>17534</u>	<u>(717)</u>
<u>B/W Plus Country Cupboard Inn</u>	<u>COUNTRY CUPBOARD INN</u>	<u>Christopher E. Baylor</u>	<u>7701 West Branch Highway</u>	<u>Lewisburg</u>	<u>Pennsylvania</u>	<u>17837-6851</u>	<u>(570)</u>
<u>B/W Lock Haven</u>	<u>THE JEL CORPORATION</u>	<u>Ronald Pete</u>	<u>101 E Walnut St</u>	<u>Lock Haven</u>	<u>Pennsylvania</u>	<u>17745-3521</u>	<u>(570)</u>
<u>B/W Hunt's Landing Hotel Matamoras/Milford</u>	<u>Hunts Landing Corp</u>	<u>Ashvi Patel</u>	<u>120 Routes 6 & 209</u>	<u>Matamoras</u>	<u>Pennsylvania</u>	<u>18336-2056</u>	<u>(570) 491-2400</u>
<u>B/W Nittany Inn Milroy</u>	<u>Milroy Hospitality LLC</u>	<u>Ajit Smith</u>	<u>5 Commerce Dr</u>	<u>Milroy</u>	<u>Pennsylvania</u>	<u>17063-8104</u>	<u>(717)</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Plus New Cumberland Inn & Suites</u>	<u>NAMAN HOSPITALITY, L.P.</u>	<u>Nandit S. Mehta</u>	<u>702 Limekiln Rd</u>	<u>New Cumberland</u>	<u>Pennsylvania</u>	<u>17070-2315</u>	<u>(717)</u>
<u>B/W Plus Revere Inn & Suites</u>	<u>OOL Management LLC</u>	<u>James J. Cosgrove</u>	<u>3063 Lincoln Hwy E</u>	<u>Paradise</u>	<u>Pennsylvania</u>	<u>17562-9651</u>	<u>(717)</u>
<u>B/W Plus Philadelphia Convention Center Hotel</u>	<u>Lams Investment Group, LP</u>	<u>Yuchit Lam</u>	<u>1225 Vine St</u>	<u>Philadelphia</u>	<u>Pennsylvania</u>	<u>19107-1111</u>	<u>(215)</u>
<u>B/W Plus Wilkes Barre-Scranton Airport Hotel</u>	<u>Jaai Santoshi LLC</u>	<u>Rakesh T. Patel</u>	<u>30 Concorde Dr</u>	<u>Pittston</u>	<u>Pennsylvania</u>	<u>18641-2216</u>	<u>(570)</u>
<u>B/W Plus Executive Inn</u>	<u>Shiva Laxmi Inc</u>	<u>Anuj Patel</u>	<u>1002 Earth Rd</u>	<u>Saint Marys</u>	<u>Pennsylvania</u>	<u>15857-2849</u>	<u>(814)</u>
<u>B/W Grand Victorian Inn</u>	<u>SAT Kaiwal III, LLC</u>	<u>Suhan Patel</u>	<u>255 Spring St</u>	<u>Sayre</u>	<u>Pennsylvania</u>	<u>18840-1909</u>	<u>(570)</u>
<u>B/W Plus Reading Inn & Suites</u>	<u>KRISHNA INVESTMENT LLC</u>	<u>Vinay R. Shah</u>	<u>2299 Lancaster Pike</u>	<u>Shillington</u>	<u>Pennsylvania</u>	<u>19607-2380</u>	<u>(610)</u>
<u>B/W Shippensburg Hotel</u>	<u>HARI RAM NAM, INC</u>	<u>Nandit S. Mehta</u>	<u>125 Walnut Bottom Rd</u>	<u>Shippensburg</u>	<u>Pennsylvania</u>	<u>17257-8131</u>	<u>(717)</u>
<u>B/W Plus University Park Inn & Suites</u>	<u>HOSPITALITY LODGING INVESTORS III, LP</u>	<u>John Delozier</u>	<u>115 Premiere Dr</u>	<u>State College</u>	<u>Pennsylvania</u>	<u>16801-7329</u>	<u>(814)</u> <u>234-8393</u>
<u>B/W Plus Poconos Hotel</u>	<u>PREMIER LODGE INC</u>	<u>Sanjiv Gosain</u>	<u>2647 Route 715</u>	<u>Tannersville</u>	<u>Pennsylvania</u>	<u>18372-7882</u>	<u>(570)</u>
<u>B/W Plus Wilkes Barre Center City</u>	<u>DELL LIMITED</u>	<u>Gus Genetti</u>	<u>77 E Market St</u>	<u>Wilkes-Barre</u>	<u>Pennsylvania</u>	<u>18701-3116</u>	<u>(570)</u>
<u>B/W Westgate Inn</u>	<u>1415 KENNETH LLC</u>	<u>Hemal Shah</u>	<u>1415 Kenneth Rd</u>	<u>York</u>	<u>Pennsylvania</u>	<u>17408-2235</u>	<u>(717)</u>
<u>B/W Plus Heritage Rail Inn &</u>	<u>Bergen Hospitality LLC</u>	<u>Sagar V. Shah</u>	<u>140 Leaders Heights</u>	<u>York</u>	<u>Pennsylvania</u>	<u>17403-5121</u>	<u>(717)</u>
<u>B/W Providence Warwick Airport Inn Ocean State Hotels LLC</u>		<u>Mahesh Patel</u>	<u>2138 Post Rd</u>	<u>Warwick</u>	<u>Rhode Island</u>	<u>02886-1401</u>	<u>(401)</u>
<u>B/W West Greenwich Inn</u>	<u>MEHBOOB LLC</u>	<u>Mohamed Ganchi</u>	<u>99 Nooseneck Hill Rd</u>	<u>West Greenwich</u>	<u>Rhode Island</u>	<u>02817-1525</u>	<u>(401)</u>
<u>B/W Sea Island Inn</u>	<u>SEA ISLAND MOTEL INC.</u>	<u>Mary C Trask</u>	<u>1015 Bay St</u>	<u>Beaufort</u>	<u>South Carolina</u>	<u>29902-5514</u>	<u>(843)</u>
<u>B/W Plus Bluffton / Hilton Head Hotel</u>	<u>Premier Atlantic Hospitality, LLC</u>	<u>JatinKumar P Patel</u>	<u>259 Okatie Village Dr</u>	<u>Bluffton</u>	<u>South Carolina</u>	<u>29909</u>	<u>(843)</u> <u>706-7777</u>
<u>B/W Charleston Inn</u>	<u>West Ashley BW Hospitality</u>	<u>Chirag Patel</u>	<u>1540 Savannah Hwy</u>	<u>Charleston</u>	<u>South Carolina</u>	<u>29407-7845</u>	<u>(843)</u>
<u>B/W Plus Clemson Hotel & Conference Center</u>	<u>Raj Guru Hotels, LLC</u>	<u>Raj H. Patel</u>	<u>1310 Tiger Blvd</u>	<u>Clemson</u>	<u>South Carolina</u>	<u>29631-1114</u>	<u>(864)</u> <u>986-6200</u>
<u>B/W Executive Inn & Suites</u>	<u>SHREEOM INC.</u>	<u>Satish M. Patel</u>	<u>1720 Bush River Rd</u>	<u>Columbia</u>	<u>South Carolina</u>	<u>29210-6812</u>	<u>(803)</u>
<u>B/W Inn</u>	<u>Blue Sky Hospitality LLC</u>	<u>Katul Patel</u>	<u>1808 W Lucas St</u>	<u>Florence</u>	<u>South Carolina</u>	<u>29501-1230</u>	<u>(843)</u>
<u>B/W Carowinds</u>	<u>VENUS TDG INC.</u>	<u>Ganesh Rambhai</u>	<u>3675 Foothills Way</u>	<u>Fort Mill</u>	<u>South Carolina</u>	<u>29708-9299</u>	<u>(803)</u>
<u>B/W Greenville Airport Inn</u>	<u>LC Hospitality Group LLC</u>	<u>Muhammad Choudhry</u>	<u>5009 Pelham Rd</u>	<u>Greenville</u>	<u>South Carolina</u>	<u>29615-5465</u>	<u>(864)</u>
<u>B/W Plus Greenville I-385 Inn & Suites</u>	<u>Greenville Hotel Partners, Inc</u>	<u>Vijay R. Patel</u>	<u>831 Congaree Rd</u>	<u>Greenville</u>	<u>South Carolina</u>	<u>29607-3521</u>	<u>(864)</u> <u>288-6221</u>
<u>B/W Plus Hardeeville Inn & Suites</u>	<u>Vaishu Kinu Hardeeville LLC</u>	<u>Ketalkumar Ghanshyambhai Patel</u>	<u>18102 Whyte Hardee Blvd</u>	<u>Hardeeville</u>	<u>South Carolina</u>	<u>29927-6446</u>	<u>(843)</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Magnolia Inn and Suites</u>	<u>SAA LLC</u>	<u>Shefali Desai</u>	<u>747 Treeland Dr</u>	<u>Ladson</u>	<u>South Carolina</u>	<u>29456-3631</u>	<u>(843)</u>
<u>B/W Executive Inn</u>	<u>MG Hotel Latta, LLC</u>	<u>Ghanshyam Parmar</u>	<u>1534 Highway 38 W</u>	<u>Latta</u>	<u>South Carolina</u>	<u>29565-4225</u>	<u>(843)</u>
<u>B/W Plus Lexington Inn</u>	<u>Ayaan Hospitality LLC</u>	<u>Shamir Patel</u>	<u>601 Columbia Ave</u>	<u>Lexington</u>	<u>South Carolina</u>	<u>29072-2667</u>	<u>(803)</u>
<u>B/W Patriots Point</u>	<u>4PR INC</u>	<u>Rilesh Mohan</u>	<u>259 McGrath Darby</u>	<u>Mount Pleasant</u>	<u>South Carolina</u>	<u>29464-2983</u>	<u>(843)</u>
<u>B/W Plus Myrtle Beach @ Intracoastal</u>	<u>JM Lodging LLC</u>	<u>Jeffrey S. Wilder</u>	<u>9551 N Kings Hwy</u>	<u>Myrtle Beach</u>	<u>South Carolina</u>	<u>29572-4005</u>	<u>(843)</u> <u>213-1440</u>
<u>B/W Airport Inn & Suites</u>	<u>Astha Group LLC</u>	<u>Hitesh Patel</u>	<u>2470 Prospect Dr</u>	<u>North Charleston</u>	<u>South Carolina</u>	<u>29406-4433</u>	<u>(843)</u>
<u>B/W Ocean Sands Beach Resort</u>	<u>MCGONIGAL'S FLAMINGO MOTEL INC.</u>	<u>Sean Patrick McGonigal Sr.</u>	<u>1525 S Ocean Blvd</u>	<u>North Myrtle Beach</u>	<u>South Carolina</u>	<u>29582-3933</u>	<u>(843)</u> <u>272-6101</u>
<u>B/W Pawleys Island</u>	<u>Magnolia Hospitality LLC</u>	<u>Kamleshkumar K. Shah</u>	<u>11445 Ocean Hwy</u>	<u>Pawleys Island</u>	<u>South Carolina</u>	<u>29585-7093</u>	<u>(843)</u>
<u>B/W Plus Greenville South</u>	<u>Shakti Corporation of Georgia, Inc.</u>	<u>George Patel</u>	<u>70 Kalyns Way</u>	<u>Piedmont</u>	<u>South Carolina</u>	<u>29673-6750</u>	<u>(864)</u> <u>552-1420</u>
<u>B/W Rock Hill</u>	<u>Rock Hill Hospitality, LLC.</u>	<u>Hitesh Patel</u>	<u>888 Riverview Rd</u>	<u>Rock Hill</u>	<u>South Carolina</u>	<u>29730-2743</u>	<u>(803)</u>
<u>B/W Plus Santee Inn</u>	<u>THREE D. INC.</u>	<u>Vicki Mellette Ouzts</u>	<u>9059 Old Number Six Hwy</u>	<u>Santee</u>	<u>South Carolina</u>	<u>29142</u>	<u>(803)</u> <u>854-3089</u>
<u>B/W Seneca-Clemson</u>	<u>SRI KRSNA LLC</u> <u>Mehul Patel</u>	<u>Patel</u>	<u>511 Byp Highway 123</u>	<u>Seneca</u>	<u>South Carolina</u>	<u>29678-0845</u>	<u>(864)</u>
<u>B/W Plus Spartanburg</u>	<u>Palmetto State Hospitality LLC</u>	<u>Derrick James Norris</u>	<u>125 Sloane Garden Rd</u>	<u>Spartanburg</u>	<u>South Carolina</u>	<u>29316-1929</u>	<u>(864)</u>
<u>B/W Spartanburg Northwest</u>	<u>RS Hotel, LLC</u>	<u>Derrick Norris</u>	<u>110 Mobile Dr</u>	<u>Spartanburg</u>	<u>South Carolina</u>	<u>29303-2025</u>	<u>(864)</u>
<u>B/W Travelers Rest/Greenville</u>	<u>Gita Enterprise LLC</u>	<u>Minesh Patel</u>	<u>110 Hawkins Rd</u>	<u>Travelers Rest</u>	<u>South Carolina</u>	<u>29690-8868</u>	<u>(864)</u>
<u>B/W Of Walterboro</u>	<u>Swati Walterboro LLC</u>	<u>Nisha Manthan Patel</u>	<u>1428 Sniders Hwy</u>	<u>Walterboro</u>	<u>South Carolina</u>	<u>29488-8417</u>	<u>(843)</u>
<u>B/W Point South</u>	<u>PARR 4 Hospitality, LLC</u>	<u>Rajan Thakorbbhai Kapadia</u>	<u>3536 Point South Drive</u>	<u>Yemassee</u>	<u>South Carolina</u>	<u>29945-8516</u>	<u>(843)</u>
<u>B/W Ramkota Hotel</u>	<u>THE RAMKOTA COMPANIES INC.</u>	<u>Janet Lynn Grunewaldt</u>	<u>1400 8th Ave NW</u>	<u>Aberdeen</u>	<u>South Dakota</u>	<u>57401-2602</u>	<u>(605)</u> <u>229-4040</u>
<u>B/W Lee's Motor Inn</u>	<u>BUILDING MATERIALS INC.</u>	<u>Steven Schoenhard</u>	<u>220 W King Ave</u>	<u>Chamberlain</u>	<u>South Dakota</u>	<u>57325-1560</u>	<u>(605)</u>
<u>B/W Buffalo Ridge Inn</u>	<u>Bruce-Tenn LLC</u>	<u>Michael E. Tennyson</u>	<u>310 W Mount Rushmore Rd</u>	<u>Custer</u>	<u>South Dakota</u>	<u>57730-1938</u>	<u>(605)</u> <u>673-2275</u>
<u>B/W Golden Spike Inn & Suites</u>	<u>Nexus Hospitality LLC</u>	<u>Suresh K. Suri</u>	<u>601 E Main St</u>	<u>Hill City</u>	<u>South Dakota</u>	<u>57745-2002</u>	<u>(605)</u>
<u>B/W Of Huron</u>	<u>Vishveshwara LLC</u>	<u>Akash Chaudhari</u>	<u>2000 Dakota Ave S</u>	<u>Huron</u>	<u>South Dakota</u>	<u>57350-4027</u>	<u>(605)</u>
<u>B/W Plus Lakeview Hotel</u>	<u>Madison Hospitality Group,</u>	<u>Ronald R. Howe</u>	<u>456 SE 12th St</u>	<u>Madison</u>	<u>South Dakota</u>	<u>57042</u>	<u>(605)</u>
<u>B/W Graham's</u>	<u>BDH3-Murdo, LLC</u>	<u>Kyle Andrew Schock</u>	<u>301 W 5th St</u>	<u>Murdo</u>	<u>South Dakota</u>	<u>57559</u>	<u>(605)</u>
<u>B/W Ramkota Hotel</u>	<u>Regency Inns Management Inc.</u>	<u>Janet Lynn Grunewaldt</u>	<u>2111 N LaCrosse St</u>	<u>Rapid City</u>	<u>South Dakota</u>	<u>57701-7858</u>	<u>(605)</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Plus Rapid City Rushmore</u>	<u>Black Hills Motel Development, Inc.</u>	<u>Lawrence Travis</u>	<u>3723 Eglin St</u>	<u>Rapid City</u>	<u>South</u>	<u>57703-9506</u>	<u>(605)</u>
<u>B/W Plus Ramkota Hotel</u>	<u>THE RAMKOTA COMPANIES INC.</u>	<u>Janet Lynn Grunewaldt</u>	<u>3200 W Maple St</u>	<u>Sioux Falls</u>	<u>South</u>	<u>57107-1302</u>	<u>(605)</u>
<u>B/W Empire Towers</u>	<u>Samarth, LLC</u>	<u>Kristoffer A. Magerko</u>	<u>4100 W Shirley Pl</u>	<u>Sioux Falls</u>	<u>South</u>	<u>57106-0707</u>	<u>(605)</u>
<u>GLO Best Western Dawley Farms In Sioux Falls</u>	<u>Dawley Farms Hospitality</u>	<u>Brian Kern</u>	<u>1211 S Darryl Pl</u>	<u>Sioux Falls</u>	<u>South Dakota</u>	<u>57110</u>	<u>(605) 275-4000</u>
<u>B/W Black Hills Lodge</u>	<u>Northern Hills Hospitality LLC</u>	<u>William J. Collins</u>	<u>540 E Jackson Blvd</u>	<u>Spearfish</u>	<u>South</u>	<u>57783-2204</u>	<u>(605)</u>
<u>B/W Vermillion Inn</u>	<u>Vermillion Motel, Inc.</u>	<u>Joseph F. Eckert</u>	<u>701 W Cherry St</u>	<u>Vermillion</u>	<u>South</u>	<u>57069-1139</u>	<u>(605)</u>
<u>B/W Plains Motel</u>	<u>MLB of Wall, LLC</u>	<u>Matthew Anderson</u>	<u>712 Glenn St</u>	<u>Wall</u>	<u>South</u>	<u>57790-0393</u>	<u>(605)</u>
<u>B/W Watertown Inn and Suites</u>	<u>Watertown Lodging Group.</u>	<u>Nate Kessler</u>	<u>3901 9th Ave SE</u>	<u>Watertown</u>	<u>South</u>	<u>57201-9104</u>	<u>(605)</u>
<u>B/W Kelly Inn</u>	<u>Kelly Midwest Ventures LP</u>	<u>Brenda Schmidt</u>	<u>1607 E Highway 50</u>	<u>Yankton</u>	<u>South</u>	<u>57078-6406</u>	<u>(605)</u>
<u>B/W Knoxville Airport/Alcoa</u>	<u>Shree Ganeshai Namah Corp.</u>	<u>Rajesh Tailor</u>	<u>162 Cusick Rd</u>	<u>Alcoa</u>	<u>Tennessee</u>	<u>37701-3126</u>	<u>(865)</u>
<u>B/W Plus Executive Residency Nashville Antioch</u>	<u>NBH Partnership</u>	<u>Hiran Patel</u>	<u>510 Collins Park Dr</u>	<u>Antioch</u>	<u>Tennessee</u>	<u>37013-3108</u>	<u>(615) 645-9151</u>
<u>B/W Brentwood</u>	<u>Mantra Hotel LLC</u>	<u>Mala Jobalia</u>	<u>5581 Franklin Pike Cir</u>	<u>Brentwood</u>	<u>Tennessee</u>	<u>37027-4363</u>	<u>(615)</u>
<u>B/W Home Place Inn</u>	<u>THOMPSON DEVELOPMENT LLC</u>	<u>Ben J. Thompson</u>	<u>170 Highway 641 N</u>	<u>Camden</u>	<u>Tennessee</u>	<u>38320-1328</u>	<u>(731) 584-2222</u>
<u>B/W Heritage Inn</u>	<u>JSR Hospitalitys, LLC</u>	<u>Srinivas Bollepalli</u>	<u>7641 Lee Hwy</u>	<u>Chattanooga</u>	<u>Tennessee</u>	<u>37421-1027</u>	<u>(423)</u>
<u>B/W Royal Inn</u>	<u>AAYAT LLC</u>	<u>Jenishkumar Pravinbhai Patel</u>	<u>3644 Cummings Hwy</u>	<u>Chattanooga</u>	<u>Tennessee</u>	<u>37419-2313</u>	<u>(423) 821-6840</u>
<u>B/W Plus Atrium Inn & Suites</u>	<u>Gateway Hospitality Holdings, LLC</u>	<u>Kunal Shah</u>	<u>275 Alfred Thun Rd</u>	<u>Clarksville</u>	<u>Tennessee</u>	<u>37040-6294</u>	<u>(931) 919-4998</u>
<u>B/W Plus Magnolia Inn & Suites</u>	<u>Savan LLC</u>	<u>Jayesh V. Patel</u>	<u>107 Interstate Dr NW</u>	<u>Cleveland</u>	<u>Tennessee</u>	<u>37312-2642</u>	<u>(423)</u>
<u>B/W Thunderbird Motel</u>	<u>Saffron BW, LLC</u>	<u>Hinal Tanwar</u>	<u>900 S Jefferson Ave</u>	<u>Cookeville</u>	<u>Tennessee</u>	<u>38501-0953</u>	<u>(931)</u>
<u>B/W Dayton</u>	<u>MARUTI ENTERPRISES LLC</u>	<u>Vimal Patel</u>	<u>7835 Rhea County Hwy</u>	<u>Dayton</u>	<u>Tennessee</u>	<u>37321-7923</u>	<u>(423)</u>
<u>B/W Dickson</u>	<u>Gokul Lodging LLC</u>	<u>Pinal S Patel</u>	<u>2338 Highway 46 S</u>	<u>Dickson</u>	<u>Tennessee</u>	<u>37055-9558</u>	<u>(615)</u>
<u>B/W Fayetteville Inn</u>	<u>POOJA TRADING LLC</u>	<u>Dinesh Patel</u>	<u>3021 Thornton Taylor Pkwy</u>	<u>Fayetteville</u>	<u>Tennessee</u>	<u>37334-2664</u>	<u>(931) 433-0100</u>
<u>B/W Franklin Inn</u>	<u>MPNS HOTELS LLC</u>	<u>Nishith Jobalia</u>	<u>1308 Murfreesboro Rd</u>	<u>Franklin</u>	<u>Tennessee</u>	<u>37064-3041</u>	<u>(615)</u>
<u>B/W Plus Executive Residency Jackson Northeast</u>	<u>Madison County Lodgin, LLC</u>	<u>Bhupender Patel</u>	<u>2443 Christmasville Cove Jackson</u>		<u>Tennessee</u>	<u>38305</u>	<u>(731) 300-3370</u>
<u>B/W Kimball Inn</u>	<u>Kamala General Partnership</u>	<u>Danish Khandu Patel</u>	<u>205 Kimball Crossing</u>	<u>Kimball</u>	<u>Tennessee</u>	<u>37347-5661</u>	<u>(423)</u>
<u>B/W Plus Knoxville Cedar Bluff</u>	<u>Cedar Bluff Lodging</u>	<u>Akshay Hira</u>	<u>420 N Peters Rd</u>	<u>Knoxville</u>	<u>Tennessee</u>	<u>37922-2332</u>	<u>(865)</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Plus Strawberry Inn & Suites</u>	<u>SOUTHERN HOTELS CORPORATION</u>	<u>Chetan S. Chohan</u>	<u>7260 Saddlerack St</u>	<u>Knoxville</u>	<u>Tennessee</u>	<u>37914-9575</u>	<u>(865)</u>
<u>B/W Knoxville Suites - Downtown</u>	<u>Sai Bapa Inc.</u>	<u>Sunil Patel</u>	<u>5317 Pratt Rd</u>	<u>Knoxville</u>	<u>Tennessee</u>	<u>37912-2706</u>	<u>(865)</u>
<u>B/W Sevierville/Kodak Inn</u>	<u>407 Lodging Inc.</u>	<u>Neel Satish Patel</u>	<u>3385 Winfield Dunn Pkwy Kodak</u>		<u>Tennessee</u>	<u>37764-1540</u>	<u>(865)</u>
<u>B/W Plus Lawrenceburg</u>	<u>Duke & Gobble Properties</u>	<u>Ernest Kevin Hight</u>	<u>One Western Way</u>	<u>Lawrenceburg</u>	<u>Tennessee</u>	<u>38464</u>	<u>(931)</u>
<u>B/W McKenzie</u>	<u>SHRI HARI PROPERTIES INC</u>	<u>Pankil Patel</u>	<u>16180 Highland Dr</u>	<u>McKenzie</u>	<u>Tennessee</u>	<u>38201-2055</u>	<u>(731)</u>
<u>B/W Plus Galleria Inn & Suites</u>	<u>Heaven Hospitality LLC</u>	<u>Krishna B. Patel</u>	<u>8635 US Highway 64</u>	<u>Memphis</u>	<u>Tennessee</u>	<u>38133-4122</u>	<u>(901)</u>
<u>B/W Plus Gen X Inn</u>	<u>Individual</u>	<u>Jagruti Bhikha</u>	<u>1177 Madison Ave</u>	<u>Memphis</u>	<u>Tennessee</u>	<u>38104-2202</u>	<u>(901)</u>
<u>B/W Plus Morristown Conference Center Hotel</u>	<u>Jubilee Hospitality Group, LLC</u>	<u>Shamshuddin Jamani</u>	<u>130 Cracker Rd</u>	<u>Morristown</u>	<u>Tennessee</u>	<u>37813-3964</u>	<u>(423)</u> <u>587-2400</u>
<u>B/W Murfreesboro</u>	<u>R. R. & K., LLC</u>	<u>Rajendra Narsinh Patel</u>	<u>168 Chaffin Pl</u>	<u>Murfreesboro</u>	<u>Tennessee</u>	<u>37129-6901</u>	<u>(615)</u>
<u>B/W Suites Near Opryland</u>	<u>KENTEN ENTERPRISE, LLC</u>	<u>Shantilal Hari</u>	<u>201 Music City Cir</u>	<u>Nashville</u>	<u>Tennessee</u>	<u>37214-1220</u>	<u>(615)</u>
<u>B/W Plus Music Row</u>	<u>RNA LLC</u>	<u>Rajesh Aggarwal</u>	<u>1407 Division St</u>	<u>Nashville</u>	<u>Tennessee</u>	<u>37203-4015</u>	<u>(615)</u>
<u>B/W Plus Belle Meade Inn &</u>	<u>Jai Balaji LLC</u>	<u>Sailesh Patel</u>	<u>5600 OBRIEN AVE</u>	<u>Nashville</u>	<u>Tennessee</u>	<u>37209-3014</u>	<u>(615)</u>
<u>B/W Plus Sunrise Inn</u>	<u>Sai Daya Investment LLC</u>	<u>Sanjay D. Patel</u>	<u>825 Murfreesboro Pike</u>	<u>Nashville</u>	<u>Tennessee</u>	<u>37217-1139</u>	<u>(615)</u>
<u>B/W Plus Nashville Airport Hotel</u>	<u>Habanero Partners, LLC</u>	<u>Paresh Patel</u>	<u>911 Airport Center Dr</u>	<u>Nashville</u>	<u>Tennessee</u>	<u>37214-3765</u>	<u>(615)</u>
<u>B/W Plus Executive Residency Nashville</u>	<u>SAI Hotel LLC</u>	<u>Samir Zaveri</u>	<u>2401 Brick Church Pike</u>	<u>Nashville</u>	<u>Tennessee</u>	<u>37207-4405</u>	<u>(615)</u> <u>226-4600</u>
<u>GLO Best Western Nashville</u>	<u>Music City Airport Hospitality, LLC</u>	<u>Vishal Banker</u>	<u>425 Glastonbury Rd</u>	<u>Nashville</u>	<u>Tennessee</u>	<u>37217-5092</u>	<u>(615)</u>
<u>B/W Newport Inn</u>	<u>MICHAEL SHULAR</u>	<u>Glenna Suzette Haulton</u>	<u>1015 Cosby Hwy</u>	<u>Newport</u>	<u>Tennessee</u>	<u>37821-7323</u>	<u>(423)</u>
<u>B/W Plaza Inn</u>	<u>PLAZA MOTEL INC.</u>	<u>Dwayne Ogle</u>	<u>3755 Parkway</u>	<u>Pigeon Forge</u>	<u>Tennessee</u>	<u>37863-3813</u>	<u>(865)</u>
<u>B/W Toni Inn</u>	<u>Toni Inn, LLC</u>	<u>Dwight W. Ogle</u>	<u>3810 Parkway</u>	<u>Pigeon Forge</u>	<u>Tennessee</u>	<u>37863-3816</u>	<u>(865)</u>
<u>B/W Plus Apple Valley Lodge Pigeon Forge</u>	<u>Shiv Ram Pigeon Forge Inc.</u>	<u>Kenil Patel</u>	<u>1949 Parkway</u>	<u>Pigeon Forge</u>	<u>Tennessee</u>	<u>37863-4903</u>	<u>(865)</u> <u>446-2254</u>
<u>B/W Shelbyville Inn and Suites Celebration Inn</u>	<u>Kenzie Shah LLC</u>	<u>Kevin Shah</u>	<u>724 Madison St</u>	<u>Shelbyville</u>	<u>Tennessee</u>	<u>37160-3519</u>	<u>(931)</u>
<u>B/W Spring Hill Inn & Suites</u>	<u>J&D Inc</u>	<u>Keyur Patel</u>	<u>104 Kedron Pkwy</u>	<u>Spring Hill</u>	<u>Tennessee</u>	<u>37174-2458</u>	<u>(931)</u>
<u>B/W Cades Cove Inn</u>	<u>HMF Lodging, Inc</u>	<u>Hiren Patel</u>	<u>7824 E Lamar Alexander Pkwy</u>	<u>Townsend</u>	<u>Tennessee</u>	<u>37882-4027</u>	<u>(865)</u> <u>448-9000</u>
<u>B/W Inn</u>	<u>Rajchandra Corp.</u>	<u>Rajendra B. Bhakta</u>	<u>1602 Dinah Shore Blvd</u>	<u>Winchester</u>	<u>Tennessee</u>	<u>37398-1144</u>	<u>(931)</u>
<u>B/W Abilene Inn & Suites</u>	<u>CK Motel Inc.</u>	<u>Jeet Singh Kular</u>	<u>350 W Overland Trl</u>	<u>Abilene</u>	<u>Texas</u>	<u>79601-1630</u>	<u>(325)</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Santa Fe</u>	<u>AVKES II LLC</u>	<u>Rakesh Bhagat</u>	<u>4600 I-40 E</u>	<u>Amarillo</u>	<u>Texas</u>	<u>79103-6200</u>	<u>(806)</u>
<u>B/W Plus Medical Center Hotel</u>	<u>Vasrim, Inc.</u>	<u>Munir Sindha</u>	<u>7410 W Amarillo Blvd</u>	<u>Amarillo</u>	<u>Texas</u>	<u>79106-7836</u>	<u>(806)</u>
<u>B/W Plus Amarillo East Hotel</u>	<u>Ross Lodging LLC</u>	<u>Usha Bhakta</u>	<u>1505 Ross St</u>	<u>Amarillo</u>	<u>Texas</u>	<u>79102</u>	<u>(806)</u>
<u>B/W Angleton Inn</u>	<u>MSDN HOSPITALITY LLC</u>	<u>Dipmala Dilipbhai Patel</u>	<u>1809 N Velasco St</u>	<u>Angleton</u>	<u>Texas</u>	<u>77515-3014</u>	<u>(979)</u>
<u>B/W Anthony/West El Paso</u>	<u>Sun City Hospitality LLC</u>	<u>Dhruv Bhakta</u>	<u>9401 S Desert Blvd</u>	<u>Anthony</u>	<u>Texas</u>	<u>79821-5200</u>	<u>(915)</u>
<u>B/W Plus Royal Mountain Inn & Suites</u>	<u>FM Legacy LLC</u>	<u>Faizal Nisar</u>	<u>1814 State Highway 31 E</u>	<u>Athens</u>	<u>Texas</u>	<u>75751-5403</u>	<u>(903) 292-1750</u>
<u>B/W Pineywoods Inn</u>	<u>Navya Hospitality LLC</u>	<u>Sanket Patel</u>	<u>306 US Highway 59</u>	<u>Atlanta</u>	<u>Texas</u>	<u>75551-2014</u>	<u>(903)</u>
<u>B/W Plus Austin Airport Inn & Suites</u>	<u>1805 AUSTIN LLC</u>	<u>Dipten Patel</u>	<u>1805 Airport Commerce Dr</u>	<u>Austin</u>	<u>Texas</u>	<u>78741-4538</u>	<u>(512) 386-5455</u>
<u>Aiden Austin City Hotel</u>	<u>Lotus Hotels, Inc.</u>	<u>Santosh Khanjee</u>	<u>2200 S I H 35</u>	<u>Austin</u>	<u>Texas</u>	<u>78704-4436</u>	<u>(512)</u>
<u>B/W Plus Austin Central</u>	<u>919 E Koenig Lane Owner LLC</u>	<u>Alan Mindel</u>	<u>919 E Koenig Ln</u>	<u>Austin</u>	<u>Texas</u>	<u>78751-1504</u>	<u>(512)</u>
<u>B/W Plus Executive Residency Austin - Round Rock</u>	<u>28 Hospitality, LLC</u>	<u>Neil V. Patel</u>	<u>2021 Cheddar Loop Rd</u>	<u>Austin</u>	<u>Texas</u>	<u>78728</u>	<u>(512) 252-8221</u>
<u>B/W Bandera Suites & Saloon</u>	<u>Main Street Shops and Lofts,</u>	<u>Kevin P. Hilchey</u>	<u>711 Main St</u>	<u>Bandera</u>	<u>Texas</u>	<u>78003</u>	<u>(830)</u>
<u>B/W Bastrop Pines Inn</u>	<u>KAMRAJ LLC</u>	<u>Veena Tewani</u>	<u>107 Hunters Crossing Blvd</u>	<u>Bastrop</u>	<u>Texas</u>	<u>78602-3887</u>	<u>(512) 321-0900</u>
<u>B/W Plus Bay City Inn & Suites</u>	<u>Bapu Hospitality, LP</u>	<u>Niraj Patel</u>	<u>501 7th St</u>	<u>Bay City</u>	<u>Texas</u>	<u>77414-4851</u>	<u>(979)</u>
<u>B/W Plus Executive Residency Baytown</u>	<u>Lonestar Joint Venture, LLC</u>	<u>Falgun S. Desai</u>	<u>4602 East Fwy</u>	<u>Baytown</u>	<u>Texas</u>	<u>77520-8568</u>	<u>(832) 572-7800</u>
<u>B/W Plus Waco North</u>	<u>BDR Waco Investments, Inc.</u>	<u>Dipak K. Patel</u>	<u>1502 Interstate 35 N</u>	<u>Bellmead</u>	<u>Texas</u>	<u>76705-2467</u>	<u>(254)</u>
<u>B/W Plus Big Lake Inn</u>	<u>BL West Texas Group,</u>	<u>Patel</u>	<u>1401 E US Highway 67</u>	<u>Big Lake</u>	<u>Texas</u>	<u>76932</u>	<u>(325)</u>
<u>B/W Palace Inn & Suites</u>	<u>BW BIG SPRINGS, LLC</u>	<u>Milan Patel</u>	<u>915 Lamesa Hwy</u>	<u>Big Spring</u>	<u>Texas</u>	<u>79720-1109</u>	<u>(432)</u>
<u>B/W Boerne Inn & Suites</u>	<u>DATA LLC</u>	<u>Bipin Patel</u>	<u>36756 Interstate 10 W</u>	<u>Boerne</u>	<u>Texas</u>	<u>78006-3557</u>	<u>(830)</u>
<u>B/W Borger Inn</u>	<u>Om Ice LLC</u>	<u>Jignesh Domadia</u>	<u>206 S Cedar St</u>	<u>Borger</u>	<u>Texas</u>	<u>79007-4646</u>	<u>(806)</u>
<u>B/W Bowie Inn & Suites</u>	<u>Raj & Sons</u>	<u>Jay Patel</u>	<u>900 US Highway 287 S</u>	<u>Bowie</u>	<u>Texas</u>	<u>76230-5962</u>	<u>(940)</u>
<u>B/W Brady Inn</u>	<u>RSDN LP</u>	<u>Rupal Patel</u>	<u>2200 S Bridge St</u>	<u>Brady</u>	<u>Texas</u>	<u>76825-7442</u>	<u>(325)</u>
<u>B/W Inn of Brenham</u>	<u>BRAMJYOT LLC</u>	<u>Ashit Patel</u>	<u>1503 Highway 290 E</u>	<u>Brenham</u>	<u>Texas</u>	<u>77833-5930</u>	<u>(979)</u>
<u>B/W Caprock Inn</u>	<u>Shreeji Corporation</u>	<u>Brajesh P. Patel</u>	<u>321 Lubbock Rd</u>	<u>Brownfield</u>	<u>Texas</u>	<u>79316-3651</u>	<u>(806)</u>
<u>B/W Plus Riata</u>	<u>BW Brownwood LLC</u>	<u>Jayantkumar Patel</u>	<u>504 W Commerce St.</u>	<u>Brownwood</u>	<u>Texas</u>	<u>76801</u>	<u>(325)</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Premier Bryan College</u>	<u>NLE Beyan Hotel LLC</u>	<u>Blake L. Lugash</u>	<u>1920 Austin's Colony Pkwy</u>	<u>Bryan</u>	<u>Texas</u>	<u>77802-3337</u>	<u>(979)</u>
<u>B/W Bryan College Station</u>	<u>Hibiscus Hotels, LLC</u>	<u>Neil Ratanji</u>	<u>4613 S Texas Ave</u>	<u>Bryan</u>	<u>Texas</u>	<u>77802-4348</u>	<u>(979)</u>
<u>B/W Plus Buda Austin Inn & Suites</u>	<u>Buda Austin Hospitality, LLC</u>	<u>Vijay Desai</u>	<u>15295 S IH 35 Bldg 900</u>	<u>Buda</u>	<u>Texas</u>	<u>78610-5893</u>	<u>(512)</u>
<u>B/W Plus Burleson Inn & Suites</u>	<u>Dayal Hospitality, Inc</u>	<u>Shailesh D. Patel</u>	<u>516 Memorial Plz</u>	<u>Burleson</u>	<u>Texas</u>	<u>76028-4910</u>	<u>(817)</u>
<u>B/W Post Oak Inn</u>	<u>ARV INC</u>	<u>Rakesh Patel</u>	<u>908 Buchanan Dr</u>	<u>Burnet</u>	<u>Texas</u>	<u>78611-2325</u>	<u>(512)</u>
<u>B/W Oasis Inn</u>	<u>Athena Hospitality LP</u>	<u>Dilip Patel</u>	<u>303 S 2nd St</u>	<u>Canadian</u>	<u>Texas</u>	<u>79014-2505</u>	<u>(806)</u>
<u>B/W Canton Inn</u>	<u>ADHYA Hotels, LLC</u>	<u>Akash Patel</u>	<u>2251 N Trade Days Blvd</u>	<u>Canton</u>	<u>Texas</u>	<u>75103-9798</u>	<u>(903)</u>
<u>B/W Palo Duro Canyon Inn &</u>	<u>Shreeji Canyon Inc</u>	<u>Mitesh Patel</u>	<u>2801 4th Ave</u>	<u>Canyon</u>	<u>Texas</u>	<u>79015-4227</u>	<u>(806)</u>
<u>B/W Plus Carrizo Springs Inn & Suites</u>	<u>OmShiv Uday LLC</u>	<u>Yatin Bhakta</u>	<u>2474 N 1st Street</u>	<u>Carrizo Springs</u>	<u>Texas</u>	<u>78834</u>	<u>(830)</u> <u>219-1025</u>
<u>B/W Carthage Inn & Suites</u>	<u>Randhawa Brothers Inc.</u>	<u>Harjit Singh</u>	<u>2235 SE Loop</u>	<u>Carthage</u>	<u>Texas</u>	<u>75633-3161</u>	<u>(903)</u>
<u>B/W Cedar Inn</u>	<u>AADARSH CEDAR, LLC</u>	<u>Suhagkumar A.</u>	<u>425 E Whitestone Blvd</u>	<u>Cedar Park</u>	<u>Texas</u>	<u>78613-9014</u>	<u>(512)</u>
<u>B/W Plus Classic Inn & Suites</u>	<u>THJ, LLC</u>	<u>Harjit Singh</u>	<u>210 Moffett Dr</u>	<u>Center</u>	<u>Texas</u>	<u>75935-8520</u>	<u>(936)</u>
<u>B/W Plus Chandler</u>	<u>Chandler TX Hospitality LLC</u>	<u>Madhusudana Reddy Bandi</u>	<u>302 N Sawmill Rd</u>	<u>Chandler</u>	<u>Texas</u>	<u>75758</u>	<u>(903)</u> <u>515-3900</u>
<u>B/W Childress West Hotel</u>	<u>Bahta, LLC</u>	<u>Vishal S Patel</u>	<u>2008 Avenue F NW</u>	<u>Childress</u>	<u>Texas</u>	<u>79201-2216</u>	<u>(940)</u>
<u>B/W Plus Red River Inn</u>	<u>Clarendon Hotel Corporation</u>	<u>Stephen Russell Hall</u>	<u>902 W 2nd St</u>	<u>Clarendon</u>	<u>Texas</u>	<u>79226-6045</u>	<u>(806)</u>
<u>B/W Cleveland Inn & Suites</u>	<u>Cleveland Hotel Development, L.P.</u>	<u>Anish Patel</u>	<u>708 Highway 59 S</u>	<u>Cleveland</u>	<u>Texas</u>	<u>77328</u>	<u>(281)</u> <u>659-2700</u>
<u>B/W East El Paso Inn</u>	<u>DEEP ENTERPRISES INC</u>	<u>Kishor Koladia</u>	<u>1570 Clint Cut Off Rd</u>	<u>Clint</u>	<u>Texas</u>	<u>79836</u>	<u>(915)</u>
<u>B/W Plus College Station Inn & Suites</u>	<u>P&S Hospitality LLC</u>	<u>Hetal Patel</u>	<u>950 Arrington Rd</u>	<u>College Station</u>	<u>Texas</u>	<u>77845-8672</u>	<u>(979)</u> <u>704-6444</u>
<u>B/W Plus Lonestar Inn & Suites</u>	<u>Sairang Hospitality, LLC</u>	<u>Avinash J. Patel</u>	<u>2304 N State Highway 208</u>	<u>Colorado City</u>	<u>Texas</u>	<u>79512-2636</u>	<u>(325)</u>
<u>B/W Comanche Inn</u>	<u>Comanche Lodging LLC</u>	<u>Samir Bhakta</u>	<u>1505 E Central Ave</u>	<u>Comanche</u>	<u>Texas</u>	<u>76442-2850</u>	<u>(325)</u>
<u>B/W Inn & Suites</u>	<u>ANAND HOTELS INC</u>	<u>Nainesh Desai</u>	<u>321 Constitution Dr</u>	<u>Copperas Cove</u>	<u>Texas</u>	<u>76522-2580</u>	<u>(254)</u>
<u>B/W Padre Island</u>	<u>KGRB Properties LLC</u>	<u>Ketankumar Bhakta</u>	<u>14050 S Padre Island Dr</u>	<u>Corpus Christi</u>	<u>Texas</u>	<u>78418-6026</u>	<u>(361)</u>
<u>B/W Corpus Christi</u>	<u>Kabir Marina Grand Hotel, LTD</u>	<u>Ashvin K. Patel</u>	<u>300 N Shoreline Blvd</u>	<u>Corpus Christi</u>	<u>Texas</u>	<u>78401-2565</u>	<u>(361)</u>
<u>B/W Paradise Inn</u>	<u>KANTI BHAKTA INC</u>	<u>Kanti M. Bhakta</u>	<u>6301 S Padre Island Dr</u>	<u>Corpus Christi</u>	<u>Texas</u>	<u>78412-4013</u>	<u>(361)</u>
<u>B/W Northwest Corpus Christi Inn & Suites</u>	<u>D Vala Enterprises, Inc.</u>	<u>Dhiren Bhakta</u>	<u>3838 Interstate Highway 69 Access Road</u>	<u>Corpus Christi</u>	<u>Texas</u>	<u>78410</u>	<u>(361)</u> <u>241-6363</u>

Open Hotels as of 11/30/24

Hotel Name	Member Entity	Member Contact	Address	City	State/Region	ZIP	Phone
B/W Corpus Christi Airport Hotel	PLAZACCTX HOSPITALITY LLC	Vishvash Bhakta	2021 N Padre Island Dr	CORPUS CHRISTI	TEXAS	78408-2231	(361) 390-8200
B/W Northwest Corpus Christi Inn & Suites	D-Vals Enterprises, Inc.	Dhiren Bhakta	2828 Interstate Highway 59 Access	CORPUS CHRISTI	TEXAS	78418	(361) 241-6363
B/W Padre Island	KGRB Properties LLC	Ketan Kumar Bhakta	14050 S Padre Island Dr	CORPUS CHRISTI	TEXAS	78418-6026	(361) 949-3300
B/W Paradise Inn	KANTI BHAJTA INC	Kanti Bhakta	6201 S Padre Island Dr	CORPUS CHRISTI	TEXAS	78413-4015	(361) 993-3100
Hotel Name	Franchisee Name	Franchisee Contact	Address	City	State	ZIP	Phone
B/W Plus Executive Residency ~~W-37~~	McKinzie Hotel Partners, LLC	Dhiren Bhakta	3533 McKinzie Rd	Corpus Christi	CORPUS-	TEXAS 78410	78410 (361)
37 Corpus Christi							
Executive Residency ~~W-37~~ Best	Tulshi Jiva Hoteliers Inc	Rajendra B. Bhakta	9305 S Padre Island Dr	Corpus Christi	CORPUS-	TEXAS 78418-5	78418-5505 (361)
Western Corpus Christi							
B/W Corpus Christi Airport Hotel	PLAZACCTX HOSPITALITY LLC	Vishvash N. Bhakta	2021 N Padre Island Dr	Corpus Christi	Texas	78408-2231	(361)
B/W Executive Inn	Vandan Hospitality LLC	Saravari Patel	2100 E Highway 31	Corsicana	CORSICANA, Texa	TEXAS 75109-9	75109-9076 (903)
B/W Nursanickel Hotel	ABHY LP	Bharat Sukha	102 Scott St	Dalhart	DALHART, Texas	TEXAS 79022-2	79022-2736 (806)
B/W Northwest Inn	NORTHWEST HOST LLC	Bipin B. Patel	2361 W Northwest Hwy	Dallas	DALLAS, Texas	TEXAS 75220-4	75220-4450 (214)
B/W Plus Addison/Dallas Hotel	Landmark ~~W-37~~ BWP LLC	Suraj Patel	14975 Landmark Blvd	Dallas	DALLAS, Texas	TEXAS 75254-6	75254-6709 (972)
B/W Dayton Inn & Suites	SATGUR INVESTMENT	~~Harbhajan~~ Singh	1751 W Highway 90	Dayton	DAYTON, Texas	TEXAS 77535-2	77535-2845 (936)
B/W Inn ~~W-37~~ Del Rio	Dolphin Hotels LLC	Darpan Dan Patel	810 Veterans Blvd	Del Rio	DEL RIO, Texas	TEXAS 78840-4	78840-4064 (830)
B/W Plus Texoma Hotel & Suites	~~Al-Warikh-SAK~~ Shree Partners LLC	Praful D. Patel	810 N US Highway 75	Denison	DENISON, Texas	TEXAS 75020-1	75020-1256 (903)
B/W Plus Denton Inn & Suites	Denton Lodging Partners, Ltd.	Rakesh Patel	2910 W University Dr	Denton	DENTON, Texas	TEXAS 76201-1	76201-1632 (940)
B/W Premier Crown Chase Inn & Suites	Country Home Investment Inc	Monica Glenn	2450 Brinker Rd	Denton	DENTON, Texas	TEXAS 76208-6	76208-6431 (940)
B/W Plus Denver City Hotel & Suites RKP2 Holdings LLC		Priyesh Kumar	830 E Broadway St	Denver City	DENVER-CITY, Texas	TEXAS 79323-3	79323-3252 (806)
~~W-37~~ GLo Best Western De ~~W-37~~ Soto	Aashna Hospitality LLC	Ashok Patel	1215 N I-35 E	DeSoto	DESOTO, Texas	TEXAS 75115	75115 (469)
B/W Plus Dilley Inn & Suites	DILLEY LODGING LLC	Mahesh G. Patel	16491 South I-35	Dilley	DILLEY, Texas	TEXAS 78017	78017 (830)
B/W Windsor Inn	PEEKAY HOSPITALITY LTD	Piyush Patel	1701 S Dumas Ave	Dumas	DUMAS, Texas	TEXAS 79029-5	79029-5523 (806)
B/W Plus Duncanville Dallas	Karibu Lodging, LLC	Pankaj B. Lad	922 E Highway 67	Duncanville	DUNCANVILLE, Tex	TEXAS 75137-2	75137-2706 (972)
B/W Eastland	Vin Vik Hospitality, LLC	Bhavik Desai	1460 E Main St	Eastland	EASTLAND, Texas	TEXAS 76448-3	76448-3023 (254)
B/W Plus Edinburg Inn & Suites	EDINBURG INN & SUITES LTD	Hiren Govind	2708 S US Highway 281 (Closner Blvd)	Edinburg	EDINBURG, Texas	TEXAS 78539-6	78539-6332 (956)
B/W Lone Star Inn	Wilkesboro Hospitality Inc.	Dilip Patel	310 E Houston Hwy	Edna	EDNA, Texas	TEXAS 77957-2	77957-2222 (361)
B/W Executive Inn El Campo	Desai Lodging Services, Inc.	Sanketkumar M. Desai	25880 US 59 Rd	El Campo	EL CAMPO, Texas	TEXAS 77437-5	77437-5480 (979)
B/W ~~El Paso Airport-Entrada Hotel~~ Sunland	~~El Paso Hotels~~ Vaani Hospitality LLC	~~Don Campbell~~ Parthiv Patel	~~2001 Airway Blvd~~ 1045	El Paso	EL PASO, Texas	TEXAS 79922-1	79925-1030 (915)
B/W Plus El Paso Airport Hotel & Conference Center	Manir Properties, LP	~~Madhavan-Nair~~ Bharat D Bhakta	6655 Gateway Blvd W	El Paso	EL PASO, Texas	TEXAS 79925-3	79925-3617 (915)
B/W ~~Sunland-Park Inn~~ El Paso Airport	~~Vaani Hospitality~~ El Paso Hotels LLC	~~Parthiv Patel~~ Dan Kurt	~~1045 Sunland-Park Dr~~ 2001	El Paso	EL PASO, Texas	TEXAS 79925-1	79922-1225 (915)
B/W Plus Elmendorf Hotel	Ram Krishna 1604, LLC	Ashwin Gajera	20015 Eagle Ford Way	Elmendorf	ELMENDORF, Texa	TEXAS 78112-4	78112-4400 (210)

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
B/W Plus Emory ~~As at~~ Lake Fork Inn	JAD HOTEL GROUPM ~~CORPORATION~~	Dhirendrakumar Mehta	1026 E Lennon Dr	<u>Emory</u>	~~EMORY~~ <u>Texas</u>	~~TEXAS~~ <u>75440-5</u>	~~75440-5253~~ (903)
<u>Suites</u>	<u>CORPORATION</u>						
B/W Plus ~~dfw~~ DFW Airport West	Swami Shreeji Hospitality LLC	Praful <u>D.</u> Patel	421 Airport Fwy	<u>Eules</u>	~~EULESS~~ <u>Texas</u>	~~TEXAS~~ <u>76040-4</u>	~~76040-4523~~ (817)
B/W Plus Flatonia Inn	FLATONIA HOSPITALITY LLC	Dipak <u>Dhirajlal</u> Patel	310 B East Hwy I-10 Frontage Rd	<u>Flatonia</u>	~~FLATONIA~~ <u>Texas</u>	~~TEXAS~~ <u>78941</u>	~~78941~~ (361) 865-1989
B/W Plus Christopher Inn & Suites	J & S Hospitality Group, LLC	Joel Joseph	752 Pinson Rd	<u>Forney</u>	~~FORNEY~~ <u>Texas</u>	~~TEXAS~~ <u>75126-9</u>	~~75126-9628~~ (972)
B/W Plus Fort Stockton Hotel	NJL Fort Stockton Hospitality LLC Arvind <u>N.</u> Gandhi		2115 Interstate 10 West	<u>Fort Stockton</u>	~~FORT STOCKTON~~ <u>Texa</u>	~~TEXAS~~ <u>79735-9</u>	~~79735-9704~~ (432)
B/W Fort Worth Inn & Suites	Galteshwaer Inc.	Mahesh Patel	201 W Loop 820 N	<u>Fort Worth</u>	~~FORT WORTH~~ <u>Texas</u>	~~TEXAS~~ <u>76108-2</u>	~~76108-2024~~ (817)
B/W Plus Fort Worth Forest Hill Inn & Suites	B&M Hospitality LLC	Chandreshkumar <u>B.</u> Patel	3230 Forest Hill Cir	<u>Fort Worth</u>	~~FORT WORTH~~ <u>Texas</u>	~~TEXAS~~ <u>76140</u>	~~76140~~ (817) 293-1667
B/W Plus Fort Worth North	AJNM Fossil Creek, LLC	Denish Patel	3751 NE Loop 820	<u>Fort Worth</u>	~~FORT WORTH~~ <u>Texas</u>	~~TEXAS~~ <u>76137-2</u>	~~76137-2413~~ (817)
B/W Franklin Town Center Hotel & Suites	Kishan Hotel Management LLC	Kishankumar Patel	208 N Center St	<u>Franklin</u>	~~FRANKLIN~~ <u>Texas</u>	~~TEXAS~~ <u>77856-6</u>	~~77856-6036~~ (979) 828-2550
B/W Plus Fredericksburg	Sudev LP	Mahesh <u>G.</u> Patel	314 E Highway St	<u>Fredericksburg</u>	~~FREDERICKSBURG~~ <u>T</u>	~~TEXAS~~ <u>78624-5</u>	~~78624-5010~~ (830)
B/W Windwood Inn & Suites	S & H Hospitality LLC	Himanshu Patel	1172 E Riley St	<u>Freer</u>	~~FREER~~ <u>Texas</u>	~~TEXAS~~ <u>78357</u>	~~78357~~ (361)
~~B/W Plus Galveston Suites~~	~~Balaji Resort Inc~~	~~Darren Gandhi~~	~~8502 Seawall Blvd~~	~~GALVESTON~~	~~TEXAS~~	~~77554-9766 (409) 740-4200~~	
B/W Plus Seawall Inn & Suites ~~By the Beach~~	SKY LIGHT EQUITY HOLDING INC.	Jayendra Patel	102 Seawall Blvd	<u>Galveston</u>	~~GALVESTON~~ <u>Texa</u>	~~TEXAS~~ <u>77550-5</u>	~~77550-5720~~ (409) 766-7070
<u>B/W Plus Galveston Suites</u>	<u>Balaji Resort Inc</u>	<u>Darren S. Gandhi</u>	<u>8502 Seawall Blvd</u>	<u>Galveston</u>	<u>Texas</u>	<u>77554-9766</u>	<u>(409)</u>
B/W George West Executive Inn	GEORGE WEST EXECUTIVE INN LLC	Margaret <u>Ann</u> Brown	208 N Nueces St	<u>George West</u>	~~GEORGE WEST~~ <u>Texas</u>	~~TEXAS~~ <u>78022-3</u>	~~78022-3494~~ (361) 449-3300
B/W Plus Georgetown Inn & Suites	Jai Hotel LLC	Viral Patel	600 San Gabriel Village- <u>Blvd</u>	<u>Georgetown</u>	~~GEORGETOWN~~ <u>Te</u>	~~TEXAS~~ <u>78626-5</u>	~~78626-5623~~ (512)
B/W Giddings Inn & Suites	Sonya Hotel LLC	Pratik Bhakta	2161 E Hempstead St	<u>Giddings</u>	~~GIDDINGS~~ <u>Texas</u>	~~TEXAS~~ <u>78942-3</u>	~~78942-3681~~ (979)
B/W Dinosaur Valley Inn & Suites	Glen Rose Hospitality, LLC	Jatin <u>C.</u> Stone	1311 NE Big Bend Trl	<u>Glen Rose</u>	~~GLEN ROSE~~ <u>Texas</u>	~~TEXAS~~ <u>76043-5</u>	~~76043-5024~~ (254)
B/W Plus Goliad Inn & Suites	ATRI HOSPITALITY LLC	Yatin Bhakta	754 East Pearl St	<u>Goliad</u>	~~GOLIAD~~ <u>Texas</u>	~~TEXAS~~ <u>77963-4</u>	~~77963-4294~~ (361)
B/W Regency Inn & Suites	RHEA HOSPITALITY LLC	Darshan Joshi	1811 E Sarah Dewitt Dr	<u>Gonzales</u>	~~GONZALES~~ <u>Texas</u>	~~TEXAS~~ <u>78629-2</u>	~~78629-2613~~ (830)
B/W Plus Graham Inn	Graham Hospitality LLC	Rohit <u>B.</u> Chaudhary	1707 Highway 16 S	<u>Graham</u>	~~GRAHAM~~ <u>Texas</u>	~~TEXAS~~ <u>76450-4</u>	~~76450-4602~~ (940)
B/W Granbury Inn & Suites	Granbury Lodging, LLC	Pranav Patel	1517 Plaza Dr	<u>Granbury</u>	~~GRANBURY~~ <u>Texa</u>	~~TEXAS~~ <u>76048-2</u>	~~76048-2635~~ (817)
B/W Plus Arlington North Hotel & Suites	Green Oak Hotel LP	Paresh Patel	2075 N State Highway 360	<u>Grand Prairie</u>	~~GRAND PRAIRIE~~ <u>Texas</u>	~~TEXAS~~ <u>75050-1</u>	~~75050-1424~~ (817) 633-6311
B/W Plus Monica Royale Inn & ~~Suites~~	~~PRD Gasline Inc~~		3001 Mustang Crossing- <u>Anx</u>	<u>Greenville</u>	~~GREENVILLE~~ <u>Texa</u>	~~TEXAS~~ <u>75402-3</u>	~~75402-3648~~ (903)
<u>Suites</u>							
B/W Executive Inn	Arna LIC	Roshan <u>J.</u> Bhakta	207 US Highway 77 S	<u>Hallettsville</u>	~~HALLETTSVILLE~~ <u>Te</u>	~~TEXAS~~ <u>77964-6</u>	~~77964-6002~~ (361)
B/W Harker Heights	7211 Har Kalyan Hospitality LLC	Rakesh <u>B.</u> Patel	511 Pan American Dr	<u>Harker Heights</u>	~~HARKER~~	~~TEXAS~~ <u>76548-1</u>	~~76548-1984~~ (254)

Open Hotels as of 11/30/21

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
B/W Casa Villa Suites	Alpha Hotels Corporation	Inderjit Randhawa	4317 S Expressway 83	Harlingen	~~HARLINGEN~~ Texas	~~TEXAS~~ 78550-7	~~78550-7949~~ (956)
B/W Hebbronville Inn	B & HARI HOSPITALITY INC	Deepak A Patel	37 E State Highway 359	Hebbronville	~~HEBBRONVILLE~~ Tex	~~TEXAS~~ 78361-4	~~78361-4438~~ (361)
B/W Henrietta Inn & Suites	HENRIETTA HOSPITALITY INC	Jimmy Vinodchand Atkholwala	816 US Highway 287 S	Henrietta	~~HENRIETTA~~ Texas	~~TEXAS~~ 76365-7046	~~76365-7046~~ (940) 538-6969
B/W Red Carpet Inn	Om Narayan, LLC	Sanket R. Patel	830 W 1st St	Hereford	~~HEREFORD~~ Texas	~~TEXAS~~ 79045-6	~~79045-6002~~ (806)
~~B/W Galleria Inn & Suites~~ ~~B/W Plus Downtown Inn & Suites~~	~~Apex Galleria, LLC~~ ~~Bayou City Lodging, LLC~~		~~Chad Cobb~~ ~~Amita Desai~~	~~6229 Richmond Ave~~ ~~915 W Dallas St~~	~~HOUSTON~~ ~~HOUSTON~~	~~TEXAS~~ ~~TEXAS~~	~~77057-6211 (713)~~ ~~77019-4739 (713)~~
B/W Plus Heritage Inn	DEVASHREE INC	Ketan Kantilal Gandhi	10521 East Fwy	Houston	~~HOUSTON~~ Texas	~~TEXAS~~ 77029-1	~~77029-1036~~ (713)
~~B/W Plus Hobby Airport Inn & Suites~~ ~~B/W Plus Houston Energy Corridor~~	~~Om Parmatma, LLC~~ ~~Host Hotels III, LLC~~		~~Hinesh Patel~~ ~~Hinesh Patel~~	~~8778 Airport Blvd~~ ~~1000 Highway 6-N~~	~~HOUSTON~~ ~~HOUSTON~~	~~TEXAS~~ ~~TEXAS~~	~~77061-3433 (713)~~ ~~77079-1005 (381)~~
B/W Plus North Houston Inn & Suites	Sky Light Hospitality, LLC	Nikhil V Patel	14753 North Freeway	Houston	~~HOUSTON~~ Texas	~~TEXAS~~ 77090-6503	~~77090-6502~~ (281) 873-7575
B/W Plus Northwest Inn & Suites	290 Northwest Inc	Hasmukh Patel	11611 Northwest Fwy	Houston	~~HOUSTON~~ Texas	~~TEXAS~~ 77092-6	~~77092-6252~~ (713)
B/W Plus Downtown Inn & Suites	Bayou City Lodging, LLC	Amita R. Desai	915 W Dallas St	Houston	Texas	77019-4739	(713)
B/W Galleria Inn & Suites	Apex Galleria, LLC	Chad Thomas Cobb	6229 Richmond Ave	Houston	Texas	77057-6211	(713)
B/W Premier Ashton Suites-Willowbrook	Diya Modi, ~~LLC~~ LLCDipeshkumar C. Dipeshkumar Modi		7495 W Greens Rd	Houston	~~HOUSTON~~ Texas	~~TEXAS~~ 77064-1135	~~77064-1135~~ (281) 970-9696
B/W Plus Hobby Airport Inn & Suites	Om Parmatma, LLC	Hinesh I. Patel	8778 Airport Blvd	Houston	Texas	77061-3433	(713)
B/W Plus Houston ~~Bush Inn Intercontinental~~	~~Nataraja~~ Host Hotels III, LLC	Hinesh ~~Rinam~~ Patel	~~18032~~ 00 McKay	Houston	~~HUMBLE~~ Texas	~~TEXAS~~ 77079-1	~~77338-5500~~ (281)
B/W Plus Houston Atascocita Inn & Suites	~~Jawaharlal Bhakta~~ Atascocita Hospitality Holding Jawaharlal D. Bhakta Group, LP		7730 FM 1960 Rd E	Humble	~~HUMBLE~~ Texas	~~TEXAS~~ 77346-256	~~77346-3256~~ (281) 852-5665
B/W Houston Bush IAH Intercontinental Airport Inn	Nataraja LLC	Rinam Patel	18032 McKay Drive	Humble	Texas	77338-5500	(281)
B/W Huntsville Inn & Suites	Huntsville Investment Group LLC	Rahulkumar Patel	201 W Hill Park Cir	Huntsville	~~HUNTSVILLE~~ Texa	~~TEXAS~~ 77320-3	~~77320-3506~~ (936)

Open Hotels as of 11/30/24

Hotel Name	Member Entity	Member Contact	Address	City	State/Province	ZIP	Phone
B/W Ingleside Inn & Suites	Akshardharm ~~Llc~~ LCDharmeshkumar K Dharmeshkumar Patel	2787 State Highway 361	Ingleside	~~INGLESIDE~~ Texas	~~TEXAS~~ 78362-4	~~78362-4201~~	(361)
B/W Plus ~~dfw~~ DFW Airport Suites	Metroplex Hospitality Group Inc. Mehul K. Patel	5050 W John Carpenter Fwy	Irving	~~IRVING~~ Texas	~~TEXAS~~ 75063-2399	~~75063-2399~~	(972) 870-0530
B/W Jacksonville Inn	~~Shah-Hospitality~~ Rajab Properties, Inc. Rajab Ali Qureshi	1659 S Jackson St	Jacksonville	~~JACKSONVILLE~~ Tex	~~TEXAS~~ 75766-3	~~75766-3037~~	(903)
B/W Inn ~~of~~ Jasper	Minvir, Inc. Dhaval V Patel	205 W Gibson St	Jasper	~~JASPER~~ Texas	~~TEXAS~~ 75951-4	~~75951-4901~~	(409)
B/W Johnson City Inn	HK Hospitality, LLC Balwinder K. Bassi	107 S US Highway 281	Johnson City	~~JOHNSON-CITY~~ Texas	~~TEXAS~~ 78636	~~78636~~	(830)
B/W Dos Rios	Junction Hotel Partners, L.P. Paul Ramsdell	244 Dos Rios Dr	Junction	~~JUNCTION~~ Texas	~~TEXAS~~ 76849-3	~~76849-3105~~	(325)
B/W Plus Katy Inn & Suites	Sun Eagle Katy Hospitality Group, ~~Llc~~ Anh Hong Le LLC	2006 Katy Mills Blvd	Katy	~~KATY~~ Texas	~~TEXAS~~ 77494-4856	~~77494-4856~~	(281) 395-6200
~~B/W-Premier-Energy-Corridor~~	~~RSD-Hotels-LLC~~	~~Manjot-Sains~~	~~1549-Westborough-~~	~~KATY~~	~~TEXAS~~	~~77449-1551~~	~~(281)~~
B/W Plus Kenedy Inn	LIULIU GROUP LLC Yu Liu	205 Business Park Blvd	Kenedy	~~KENEDY~~ Texas	~~TEXAS~~ 78119-2	~~78119-2060~~	(830)
B/W Sunday House Inn	~~Karen-Enderlin~~ FREDERICKSBURG ENTERPRISES INC. Karen Enderlin	2124 Sidney Baker St	Kerrville	~~KERRVILLE~~ Texas	~~TEXAS~~ 78028-2535	~~78028-2535~~	(830) 896-1313
B/W Plus Killeen/Fort ~~Hood~~ Cavazos Hotel ~~& Suites~~ Havendwell Holiday & Travel LLC. Arefa Sultana		2709 Cunningham Rd	Killeen	~~KILLEEN~~ Texas	~~TEXAS~~ 76542-2	~~76542-2072~~	(254)
& Suites							

Open Hotels as of 11/30/24

Hotel Name	Franchisee Name	Franchisee Contact	Address	City	State	ZIP	Phone
B/W La Grange Inn & Suites	Heiferdust Hospitality	~~Tony Van Wisse~~ Detri Darilek	600 E State Highway 71. Byp	La Grange	LA-	TEXAS 78945-4	78945-4420 (979)
B/W Green Oak Inn & Suites	Abundance Forever Hospitality ~~Inc.~~	Ravi Gupta	100 S FM 1346	La Vernia	LA-VERNA Texas	TEXAS 78121	78121 (830)
B/W Plus Lake Dallas Inn & Suites	Lake Dallas BW ~~AW~~ Hotels LLC	Sunil B. Patel	305 Swisher Rd	Lake Dallas	LAKE DALLAS Texas	TEXAS 75065-2	75065-2325 (940)
B/W Plus Lake Jackson Inn & Suites	Italian Jewel Corp	Bruno Cencini	702 Highway 332 E	Lake Jackson	LAKE JACKSON Texas	TEXAS 77566-6	77566-6102 (979)
B/W Plus Lake Worth Inn & Suites	Niraya LLC	Ronak Patel	3920 Boat Club Rd	Lake Worth	LAKE WORTH Texas	TEXAS 76135-3	76135-3201 (817)
B/W Lamesa Inn & Suites	Lamesa Hospitality LLC	Dave Bhakta	506 N Dallas St	Lamesa	LAMESA Texas	TEXAS 79331-4	79331-4612 (806)
B/W Plus Lampasas Inn & Suites	Reliance Hotel, LLC	Sanjay B. Patel	1504 S Key Ave	Lampasas	LAMPASAS Texas	TEXAS 76550-3	76550-3518 (512)
B/W San Isidro Inn	SPT Ranch Properties, LLC Miriam	Moreno	1410 Hospitality Dr	Laredo	Texas	78045-6542	(956)
B/W Plus Laredo Inn & Suites	BKH Accommodations LLC	Heran Patel	3110 Santa Ursula Ave	Laredo	LAREDO Texas	TEXAS 78040	78040 (956)
~~B/W San Isidro Inn~~	~~SPT Ranch Properties, LLC~~	~~Miriam Moreno~~	~~1410 Hospitality Dr~~	~~LAREDO~~	~~TEXAS~~	~~78045-6542 (956) 723-1600~~	
B/W South Plains Inn & Suites	Levelland Hospitality, Ltd.	Tushar Bhakta	204 N College Ave	Levelland	LEVELLAND Texas	TEXAS 79336-2	79336-2615 (806)
B/W Plus Lewisville Flower Mound	Rising Sun Hospitality, LLC	Chetan Patel	330 E Corporate Dr	Lewisville	LEWISVILLE Texas	TEXAS 75067-6	75067-6606 (972)
B/W Lindale Inn	JAY MAA SANTOSI, INC	Rohitbhai C. Desai	3501 S Main St	Lindale	LINDALE Texas	TEXAS 75771-7	75771-7291 (903)
B/W Littlefield Inn & Suites	~~SIDDHARTH~~ Om Sai Nath Hospitality	~~Hiren Bhakta~~ Devang Patel	2600 Hall Ave	Littlefield	LITTLEFIELD Texas	TEXAS 79339-5	79339-5645 (806)
B/W Llano	TARA LLC	Shital Desai	901 W Young St	Llano	LLANO Texas	TEXAS 78643-1	78643-1147 (325)
B/W Lockhart Hotel & Suites	Mani Enterprises, Inc.	Umesh M. Patel	1811 S Colorado, US Highway 183	Lockhart	LOCKHART Texas	TEXAS 78644-3	78644-3946 (512)
B/W Longview	NYR Property Corporation	Nakinn Kim	310 E Loop 281	Longview	LONGVIEW Texas	TEXAS 75605-7	75605-7912 (903)
~~B/W Plus Longview—University Hotel~~	~~Diwali Longview LLC~~	~~Anant Patel~~	~~900 S Access Rd~~	~~LONGVIEW~~	~~TEXAS~~	~~75603-6110 (903) 247-3900~~	
~~B/W Lubbock West Inn & Suites~~	~~Aleena Hotels & Hospitality, LLC~~	~~Tariq Farooq~~	~~5310 Englewood Ave~~	~~LUBBOCK~~	~~TEXAS~~	~~79424-1163 806-722-2726~~	
B/W Plus Lubbock Windsor Inn	Best Windsor, LLC	Aviraj Patel	5410 Interstate 27	Lubbock	LUBBOCK Texas	TEXAS 79404-4	79404-4500 (806)
B/W Plus Tech Medical Center Inn	RKP3 Holdings LLC	Priyesh Kumar	4703 N Loop 289	Lubbock	LUBBOCK Texas	TEXAS 79416-2	79416-2460 (806)
B/W Lubbock West Inn & Suites	Aleena Hotels & Hospitality,	Tariq M Farooq	5310 Englewood Ave	Lubbock	Texas	79424-1163	(806)
B/W Plus Crown Colony Inn & Suites	C&S Hospitality Inc	Charles Henry Helm	3211 S 1st St	Lufkin	LUFKIN Texas	TEXAS 75901-7	75901-7241 (936)
B/W Plus Longhorn Inn & Suites	Nand Hospitality ~~LLC~~ LLCD haval	~~Chavak~~ Ray	4120 E Pierce St	Luling	LULING Texas	TEXAS 78648-4	78648-4865 (830)
B/W Plus Lytle Inn & Suites	Lytle Hospitality Inc.	Meir Levin	19876 I-35 South	Lytle	LYTLE Texas	TEXAS 78052-3	78052-3490 (830)
B/W Executive Inn & Suites	Sarkar Group Hospitality Inc.	Vishnu Desai	3307 E Main St	Madisonville	MADISONVILLE Tex	TEXAS 77864-2	77864-2205 (936)
B/W Plus Mansfield Inn & Suites	MAA Gayatri, Inc.	Mukund J. Patel	775 Highway 287 N	Mansfield	MANFIELD Texa	TEXAS 76063-2	76063-2671 (817)
B/W Plus Manvel Inn & Suites	Manuel Lodging Group LLC	Sitaram Bhakta	19301 Highway 6	Manvel	MANVEL Texas	TEXAS 77578-3	77578-3701 (281)

Open Hotels as of 11/30/24

Hotel Name	Franchisee Name	Franchisee Contact	Address	City	State	ZIP	Phone
B/W Executive Inn	Vishvarupa Ilc	Priyank A. Patel	5201 East End Blvd S	Marshall	~~MARSHALL~~ Texa	~~TEXAS~~ 75672-8	~~75672-8365~~ (903)
B/W McAllen Medical Center	HGP CORPORATION-A	Constantino Garcia Alvarez	300 E Expressway 83	McAllen	~~MCALLEN~~ Texas	~~TEXAS~~ 78503-1608	~~78503-1608~~ (956) 630-3333
B/W Plus McAllen Airport Hotel	Alice Hotel Group, LLC	Kanti M. Bhakta	1500 Wichita Ave	McAllen	~~MCALLEN~~ Texas	~~TEXAS~~ 78503-3	~~78503-3062~~ (956)
B/W Plus McKinney Inn & Suites	Kasko Management Inc.	Karnail Singh	480 Wilson Creek Blvd	McKinney	~~MCKINNEY~~ Texas	~~TEXAS~~ 75069-7	~~75069-7885~~ (972)
B/W Limestone Inn & Suites	LIMESTONE INN & SUITES	Ramesh R. Patel	1314 E Milam St	Mexia	~~MEXIA~~ Texas	~~TEXAS~~ 76667-2	~~76667-2532~~ (254)
B/W Plus Midland Suites	SSTS, LLC	Jagdish Patel	601 E I-20 & Terrell St	Midland	~~MIDLAND~~ Texas	~~TEXAS~~ 79701	~~79701~~ ____(432)
B/W Mineola Inn	PUNITA LP	Aamer Ashraf Patel	100 Debby Ln	Mineola	~~MINEOLA~~ Texas	~~TEXAS~~ 75773-2	~~75773-2852~~ (903)
B/W Club House Inn & Suites	MYDIYA LLC	Jaiminkumar Patel	4410 Highway 180 E	Mineral Wells	~~MINERAL- WELLS~~ Texas	~~TEXAS~~ 76067-8	~~76067-8385~~ (940)
B/W Plus Monahans Inn & Suites	MONAHANS HOSPITALITY LP	Sitaram Bhakta	2101 S Betty St	Monahans	~~MONAHANS~~ Texa	~~TEXAS~~ 79756-7	~~79756-7502~~ (432)
B/W Lake Conroe Inn	OM SAI KRUPA, LLC	Ajaykumar Ahir	14643 Highway 105 W	Montgomery	~~MONTGOMERY~~ Te	~~TEXAS~~ 77356-5	~~77356-5632~~ (936)
B/W Inn ~~of~~ Nacogdoches	PROSPER ACCOMMODATION LLC	Nirav Patel	3428 South St	Nacogdoches	~~NACOGDOCHES~~ Te ~~xas~~	~~TEXAS~~ 75964-7240	~~75964-7240~~ (936) 560-4900
B/W Inn & Suites	New Braunfels HospitaliTY, LLC	Shailesh G. Bhakta	1493 N I-H 35	New Braunfels	~~NEW- BRAUNFELS~~ Texa	~~TEXAS~~ 78130-2	~~78130-2816~~ (830)
B/W Plus New Caney Inn & Suites	N C Hotel Group, LLC	Jayesh N. Bhakta	22033 US Highway 59	New Caney	~~NEW- CANAY~~ Texas	~~TEXAS~~ 77357-8	~~77357-8252~~ (281)
~~B/W Premier Executive Residence Grand Texas~~	~~Bonaventure Hospitality, LLC~~	~~Sanjiv Khanna~~	~~12546 US 59~~	~~NEW CANEY~~	~~TEXAS~~	~~77357~~	~~(381) 306-2052~~
B/W Plus North Odessa Inn & Suites	EXCELLUS HOSPITALITY INC.	Anuj Chhabra	7001 Tres Hermanas Blvd	Odessa	~~ODESSA~~ Texas	~~TEXAS~~ 79765-8	~~79765-8656~~ (432)
B/W Orange Inn & Suites	Anfield Investments LLC	Prakash Patel	2245 Highway 62 S	Orange	~~ORANGE~~ Texas	~~TEXAS~~ 77630-9	~~77630-9108~~ (409)
B/W Palestine Inn	BSSP Hospitality Inc.	Surinder Singh Pahl	1601 W Palestine Ave	Palestine	~~PALESTINE~~ Texas	~~TEXAS~~ 75801-3	~~75801-3226~~ (903)
B/W Northgate Inn	ARENA HOSPITALITY LLC	Nirav Doshi	2831 Perryton Pkwy	Pampa	~~PAMPA~~ Texas	~~TEXAS~~ 79065-2	~~79065-2812~~ (806)
B/W Plus Pasadena Inn & Suites	~~PASADENA-LAXMI~~ Pasadena Laxmi	Sanjay Madhav Patel	122 Richey St	Pasadena	~~PASADENA~~ Texas	~~TEXAS~~ 77506-1	~~77506-1024~~ (346)
B/W Pearland Inn	Pearland Lodging Group, LP	Manhar Das	1855 N Main St (Hwy 35)	Pearland	~~PEARLAND~~ Texas	~~TEXAS~~ 77581-3	~~77581-3202~~ (281)
~~B/W Plus Swiss Chalet Hotel & Suites~~	~~Swiss Inn LLC~~	~~Kurt Schlunegger~~	~~141 S Frontage Rd~~	~~PECOS~~	~~TEXAS~~	~~79772-7202 (432) 447-0472~~	
B/W Swiss Clock Inn	Catering of Central Texas, Inc.	Marian Schlunegger	133 S Frontage Rd I-20 W	Pecos	~~PECOS~~ Texas	~~TEXAS~~ 79772-7202	~~79772-7202~~ (432) 447-2215
B/W Plus Swiss Chalet Hotel & Suites	Swiss Inn LLC	Kurt Schlunegger	141 S Frontage Rd	Pecos	Texas	79772-7202	(432)
B/W Plus Pflugerville Inn & Suites	Cyber Austin Lodging, LLC	Danielle Schneider	16101 Impact Way	Pflugerville	~~PFLUGERVILLE~~ Tex	~~TEXAS~~ 78660-4	~~78660-4412~~ (512)
B/W Plus Pleasanton Hotel	Shree Kuber Baba LLC	Rajnikant Patel	1917 W Oaklawn Rd	Pleasanton	~~PLEASANTON~~ Tex	~~TEXAS~~ 78064-4	~~78064-4606~~ (830)
B/W Port Aransas	BWPA PROPERTY MANAGEMENT LLC ~~V.V.Properties~~	~~L.Vincent Vanorman~~ Sunil P Reddy	400 E Ave G	Port Aransas	~~PORT- ARANSAS~~ Texas	~~TEXAS~~ 78373-5707	~~78373-5707~~ (361) 749-3010
B/W Plus Mid County	IVAA LLC	Hiral Patel	7550 Anchor Dr	Port Arthur	~~PORT-~~	~~TEXAS~~ 77642	~~77642~~ ____(409)

Open Hotels as of 11/30/21

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
B/W Port Lavaca Inn	The Woodlands Hospitality- <u>Corporation</u>	Mahesh <u>G.</u> Patel	2202 State Highway 35 N	<u>Port Lavaca</u>	~~PORT~~ TEXAS	<u>77979-5</u>	~~77979-5207~~ (361)
B/W Plus Portland	Virari Lodging LLC	Ketankumar Bhakta	1707 Highway 181	<u>Portland</u>	~~PORTLAND~~ Texas	<u>78374-4</u>	~~78374-4147~~ (361)
B/W Post Inn	Denver City Hospitality, LLC	Rakesh Shura	1011 N Broadway St	<u>Post</u>	~~POST~~ Texas	<u>79356-2</u>	~~79356-2349~~ (806)
B/W Refugio Inn	US PROGRESSIVE GROUP LTD Kanti <u>M.</u> Bhakta		1007 Victoria Rd	<u>Refugio</u>	~~REFUGIO~~ Texas	<u>78377-4</u>	~~78377-4596~~ (361)
B/W Roanoke Inn & Suites	PSM 2021,	~~Sharmendrakumar~~ Patel	337 Dorman Rd	<u>Roanoke</u>	~~ROANOKE~~ Texas	<u>76262-9</u>	~~76262-9129~~ (817)

Open Hotels as of 11/30/24

Hotel Name	Member Entity	Member Contact	Address		City	State/Province	ZIP	Phone
B/W Plus Rockwall Inn & Suites	Jagh Hotels, LLP	Himmat Chauhan	996 E I-30	Rockwall	~~ROCKWALL~~ Texas	TEXAS	75087-4	~~75087-4823~~ (972)
B/W North Bryant Inn	JM Hospitality of San Angelo, LLC Vimal Arvind Patel		1418 N Bryant Blvd	San Angelo	~~SAN-ANGELO~~ Texas	TEXAS	76903-5	~~76903-5348~~ (325)
B/W near Lackland AFB/SeaWorld	Depali & Rachana Hospitality, LLC	Piyushkumar Patel	6855 NW Loop 410	San Antonio	Texas		78238-4113	(210) 520-8080
Aiden ~~By Best Western~~ San Antonio	Weinritter St. Paul Square LLC	Marc D. Weinstein	1103 E Commerce St	San Antonio	~~SAN-~~ ANTONIO Texas	TEXAS	78205-3	~~78205-3305~~ (210)
B/W ~~Alamo~~ Plus Hill Country Suites	~~Serene Hotels~~ Krish Investments Inc	~~Kenil~~ Ajay Patel	~~1003~~ 18555 US Laredo St Highway 281 N San		~~SAN-~~ ANTONIO Texas	TEXAS	78258-7	~~78204-3232~~ (210)
B/W Garden Inn	PREM III, INC	Darpana Patel	11939 I-H 35 N	San Antonio	~~SAN-~~ ANTONIO Texas	TEXAS	78233-5	~~78233-5212~~ (210)
B/W ~~Medical Center North Inn & Suites Near Six Flags~~ Windsor Pointe Hotel &	~~Mustafa Holdings~~ Rudra LLC	~~Gulam-Mustafa-Mohammed~~ Amankumar	~~4800 Woodstone Dr~~ 4639 Rittiman Rd	San Antonio	~~SAN-~~ ANTONIO Texas	TEXAS	78218-4629	~~78230-1185~~ (210) ~~877-365-6800~~
B/W ~~Near Lackland Afb/Seaworld~~ Alamo	~~Depali & Rachana Hospitality, LLC~~ Serene	~~Piyushkumar~~ Kenil V. Patel	~~6855 NW Loop 410~~ 1002 S Laredo St	San Antonio	~~SAN-~~ ANTONIO Texas	TEXAS	78204-3	~~78238-4113~~ (210)
~~B/W Plus Downtown North~~	~~NIRU INC~~	~~Nilam Patel~~	~~2131 PanAm Expressway~~		~~SAN-~~	TEXAS		~~78208-1519~~ (210)
~~B/W Plus Fiesta Inn~~	~~4 Sai Seva Hospitality LLC~~	~~Deven Patel~~	~~13535 W Interstate 10~~		~~SAN-~~	TEXAS		~~78240-2282~~ (210)
~~B/W Plus Hill Country Suites~~	~~Krish Investments Inc~~	~~Ajay Patel~~	~~18555 US Highway 381 N~~		~~SAN-~~	TEXAS		~~78258-7600~~ (210)
B/W Plus Lackland Hotel & Suites	Loop 410/US 90 West Hospitality, ~~Ltd.~~ Ajay Patel		3635 Crooked Trl	San Antonio	~~SAN-~~ ANTONIO Texas	TEXAS	78227-4360	~~78237-4960~~ (210) ~~298-8880~~
B/W Plus San Antonio East Inn & Suites	Four Corners Hospitality Inc.	Rupesh Patel	8669 E IH-10	San Antonio	Texas		78109-5102	(210)
B/W Plus Palo Alto Inn & Suites	Sam Patel Investments, Ltd.	Ajay Patel	12507 SW Loop 410	San Antonio	~~SAN-~~ ANTONIO Texas	TEXAS	78224-3	~~78234-3195~~ (210)
~~B/W Plus Roland Inn & Suites~~	~~TrilokPati, LLC~~	~~Bipin Patel~~	~~333 Roland Ave~~		~~SAN-~~	TEXAS		~~78210-3325~~ (210)
~~B/W Plus San Antonio East Inn & Suites~~	~~Four Corners Hospitality Inc.~~	~~Rupesh Patel~~	~~8669 E IH-10~~		~~SAN-~~	TEXAS		~~78109-5102~~ (210)
B/W Premier Historic Travelers Hotel Alamo/Riverwalk	RAMILA & DHANI LLC	Piyushkumar Patel	220 Broadway St	San Antonio	~~SAN-~~ ANTONIO Texas	TEXAS	78205-1924	~~78205-1924~~ (210) ~~437-0141~~
B/W ~~Windsor Pointe Hotel & Suites At&T~~	~~Rudra~~ NIRU ~~LLC~~ INC	~~Amankumar~~ Nilam Patel	~~4639 Rittiman Rd~~ 2131 PanAm Expressway San		~~SAN-~~ ANTONIO Texas	TEXAS	78208-1	~~78218-4629~~ (210)
B/W Plus Roland Inn & Suites	TrilokPati, LLC	Bipin Patel	333 Roland Ave	San Antonio	Texas		78210-3325	(210)
B/W Medical Center North Inn & Suites Near Six Flags	Mustafa Holdings LLC	Gulam-Mustafa Mohammed	4800 Woodstone Dr	San Antonio	Texas		78230-1185	(210) 877-2500
B/W SeaWorld San Antonio	Blue Sapphire Hospitality, LLC	Aman Haresh Patel	1605 W Loop 1604 S	San Antonio	Texas		78245-3199	(210)
B/W San Marcos	TK Hospitality LIC	Ted Bhakta	917 N I 35	San Marcos	~~SAN-~~ MARCOES Texas	TEXAS	78666-7	~~78666-7036~~ (512)
B/W Plus Atrium Inn	ATRIUM INN, INC	Yogesh I. Upadhyaya	17401 IH 35 N	Schertz	~~SCHERTS~~ Texas	TEXAS	78154-1	~~78154-1265~~ (210)
B/W Executive Inn	Hansa Hospitality LLC	Pratik Patel	1910 N Highway 175	Seagoville	~~SEAGOVILLE~~ Texas	TEXAS	75159-2	~~75159-2234~~ (972)
B/W Plus Seminole Hotel & Suites	RKP1 Holdings LLC	Priyesh Kumar	308 S Main St (Hwy 385)	Seminole	~~SEMINOLE~~ Texas	TEXAS	79360-4	~~79360-4246~~ (432)

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
B/W Plus Shamrock Inn & Suites	Nusky Group LLC	Sharm Patel	1802 N Main St	~~SHAMROCK~~ Shamrock	Texas	~~TEXAS~~ 79079-1	~~79079-1603~~ (806)
B/W Snyder Inn	Bharat M. Bhakta	~~Vishalkumar Patel~~ Sonia	810 E Coliseum Dr	~~SANDER~~ Snyder	Texas	~~TEXAS~~ 79549-6	~~79549-6248~~ (325)
B/W Beachside Inn	Elegant Lotus LLC	Pankajkumar Patel	4500 Padre Blvd	~~SOUTH PADRE ISLAND~~ South Padre	Texas	~~TEXAS~~ 78597-7	~~78597-7241~~ (956)
B/W Plus Spring Inn & Suites	Gillz LLC	~~Amandeep Dhillon~~ Deepinder	353 E Louetta Rd	~~SPRING~~ Spring	Texas	~~TEXAS~~ 77373-2	~~77373-2696~~ (281)
B/W Plus Stephenville Inn	Nansad Stephenville One, LLC	Sonia Olvera	121 S Lockhart Rd	~~STEPHENVILLE~~ Stephenv	Texas	~~TEXAS~~ 76401-3	~~76401-3761~~ (254)
B/W Sugarland Inn	Greatwood Lodging Group, LP	Nisit Bhakta	6330 E Riverpark Dr	Sugar Land	Texas	77479-7904	(281)
B/W Plus Sugar Land/Stafford	Shree Property Investments, LLC	Ketan Patel	14444 Southwest Fwy	~~SUGAR LAND~~ Sugar	Texas	~~TEXAS~~ 77478-5	~~77478-5003~~ (346)309-219
~~B/W Sugarland Inn~~	~~Greatwood Lodging Group, LP~~	~~Nisit Bhakta~~	~~6330 E Riverpark Dr~~	~~SUGAR LAND~~	~~TEXAS~~	~~77479-7904 (381) 332-0680~~	
B/W Plus Sweetwater Inn & Suites	~~West Lone Star, Ltd.~~ Ram Ji Enterprise	~~Dipal Patel~~ Charanjit Loi	300 NW Georgia Ave	~~SWEETWATER~~ Sweetwat	Texas	~~TEXAS~~ 79556-7	~~79556-7856~~ (325)
B/W Taylor Inn	Shree ~~Ganeshkrupa, Inc.~~ Sai Saar LLC	~~Satish Gandhi~~ Snehal Bhakta	2600 W 2nd St	~~TAYLOR~~ Taylor	Texas	~~TEXAS~~ 76574-4	~~76574-4901~~ (512)
B/W Temple Inn & Suites	JAY RAM INC	Manoj Bhakta	602 N General Bruce Dr	~~TEMPLE~~ Temple	Texas	~~TEXAS~~ 76504-2	~~76504-2402~~ (254)
B/W Texas City	Jalaram Trading, LLC	Aman Patel	320 Highway 146 N	~~TEXAS CITY~~ Texas City	Texas	~~TEXAS~~ 77590-6	~~77590-6631~~ (409)
B/W Texas City I-45	Yellow Sapphire Hospitality Inc	Aman Haresh Patel	10620 Emmett F Lowry Expy	Texas City	Texas	77591-2658	(409) 986-6600
B/W Plus The Woodlands	~~FREDERICKSBURG HOSPITALITY INC~~ HOSPITALITY INC	Srinivas Thimmaraju	17081 Interstate 45 S	~~THE WOODLANDS~~ The	Texas	~~TEXAS~~ 77385-3	~~77385-3302~~ (936)
B/W Plus Southpark Inn & Suites	Diya Acquisition ~~LLC~~ LLCDipali	~~Dipali~~ Patel	120 W Rieck Rd	~~TYLER~~ Tyler	Texas	~~TEXAS~~ 75703-3	~~75703-3701~~ (903)
B/W Plus Victoria Inn & Suites	Omkishan LLC	Bipinchandra Patel	8106 NE Zac Lentz Pkwy	~~VICTORIA~~ Victoria	Texas	~~TEXAS~~ 77904-3	~~77904-3128~~ (361)
B/W Plus Orange County	AAP Hospitality LLC	Girish Patel	165 E Courtland St	~~VIDOR~~ Vidor	Texas	~~TEXAS~~ 77662-4	~~77662-4010~~ (409)
B/W Plus Waller Hotel	Novel Hospitality Group LLC	Nilay ~~(Niel)~~ Rania	19720 Stokes Rd	~~WALLER~~ Waller	Texas	~~TEXAS~~ 77484-7	~~77484-7322~~ (936)
B/W Plus Waxahachie Inn & Suites	Abilene Hospitality, Inc	Rajendra Bhakta	1701 N Highway 77	~~WAXAHACHIE~~ Waxahac	Texas	~~TEXAS~~ 75165-7	~~75165-7868~~ (972)
B/W Plus Cutting Horse Inn & Suites RMDRR Ltd.		Kishen Morar	210 Alford Dr	~~WEATHERFORD~~ Weather	Texas	~~TEXAS~~ 76087-4	~~76087-4423~~ (817)
B/W Webster Hotel, ~~Nasa~~ NASA	Vision Investments, LLC	Jamal Jivani	889 W Bay Area Blvd	~~WEBSTER~~ Webster	Texas	~~TEXAS~~ 77598-4	~~77598-4003~~ (281)
B/W Town Center Inn	Creative Hotel Group, LLC	Kanti M. Bhakta	1005 Fairfield Blvd	~~WESLACO~~ Weslaco	Texas	~~TEXAS~~ 78596-4	~~78596-4774~~ (956)
B/W Plus University Inn & Suites	~~WBO Hospitality~~ Rudra Group LLC	~~Bhupendra Sutaria~~ Hinal Patel	4540 Maplewood Ave	~~WICHITA FALLS~~ Wichita	Texas	~~TEXAS~~ 76308-4	~~76308-4608~~ (940)
B/W North Side Inn	Vaishnavi Hotels International, LLC	Hinal Patel	1307 Kenley Ave	Wichita Falls	Texas	76306-6125	(940) 322-8880
B/W Plus Wills Point	Wills Point Hospitality, LLC	G.K. Reddy	3135 Goodnight Blvd	~~WILLS POINT~~ Wills	Texas	~~TEXAS~~ 75169	~~75169~~ (903)
~~B/W Plus Woodway-Waco South Inn & Suites~~	~~Vridha Hospitality, LLC~~	~~Jayantkumar Patel~~	~~6908 Woodway Dr~~	~~WOODWAY~~	~~TEXAS~~	~~76712-6158 (354) 772-3322~~	
B/W Plus Landmark Hotel	Henderson Hotels, LLC	Stephen A. Henderson	2477 E Highway 40	~~BALLARD~~ Ballard	Utah	~~UTAH~~ 84066-50	~~84066-5028~~ (435)

Open Hotels as of 11/30/24

Hotel Name	Franchisee Name	Franchisee Contact	Address	City	State	ZIP	Phone
B/W Butch Cassidy Inn	774 Associates, LLC	Stephanie Van Drimmelen	161 S Main	~~BEAVER~~ Beaver	Utah	UTAH84713-77	84713-7702(435)
B/W Paradise Inn	O'Hare Apartment LLC	Phillip ~~C.~~ Jolley	1451 N 300 W	~~BEAVER~~ Beaver	Utah	UTAH84713-77	84713-7748(435)
B/W Brigham City Inn & Suites	Brigham City Lodging LLC	Taranjit Singh	480 Westland Dr	~~BRIGHAM CITY~~ Brigham	Utah	UTAH84302-30	84302-3002(435)
<u>B/W Plus Ruby's Inn</u>	<u>Ruby's Inn Inc.</u>	<u>Lance Syrett</u>	<u>26 South Main St</u>	<u>Bryce Canyon</u>	Utah	<u>84764-8002</u>	<u>(435)</u>
B/W Plus Bryce Canyon Grand Hotel Ruby's Inn Inc.		Lance ~~SVRETT~~ Syrett	30 N 100 E	~~BRVCE CANYON CITY~~ Bryce Canyon	Utah	UTAH84764	84764____(435)
B/W ~~Plus Ruby's~~ <u>Town & Country</u> Inn	~~RUBY'S INN INC~~ <u>Town & Country Inn.</u>	~~Lance SVRETT~~ <u>Terry Porter</u>	~~26 South~~ <u>189 N</u> Main St	~~BRVCE CANYON CITY~~ <u>Cedar City</u>	Utah	UTAH84720-26	84764-8002(435)
B/W Plus Cedar City	Town & Country Inn, Inc.	Jared <u>Terry</u> Porter	50 W 200 N	~~CEDAR CITY~~ <u>Cedar City</u>	Utah	UTAH84720-25	84720-2528(435)
~~B/W Town & Country Inn~~	~~Town & Country Inn, Inc.~~	~~Terry Porter~~	~~189 N Main St~~	~~CEDAR CITY~~	UTAH	84720-2650 (435) 586-9900	
B/W Holiday Hills	Coalville Hospitality LLC	Chirag <u>R.</u> Chaudhari	500 West 120 South ~~P.O. Box 406~~	~~COALVILLE~~ <u>Coalville</u>	Utah	UTAH84017-56	84017-5606(435)
B/W Duchesne Inn	Duchesne Lodging LLC	~~Mayur Dubal~~ <u>Stephen A.</u>	52 S 500 W	~~DUCHESNE~~ <u>Duchesne</u>	Utah	UTAH84021	84021____(435)
B/W Paradise Inn & Resort	~~Paradise Resources, LLC~~ <u>BW Fillmore</u>	~~Marjorie Fullmer~~ <u>Mayur Dubal</u>	905 N Main St	~~FILLMORE~~ <u>Fillmore</u>	Utah	UTAH84631-40	84631-4069(435)
B/W Plus Heber Valley Hotel	H&C Properties, LLC	Stephen <u>A.</u> Henderson	1227 S US Highway 40	~~HEBER CITY~~ <u>Heber City</u>	Utah	UTAH84032-38	84032-3822(435)
B/W Red Hills	GKD Inv. Ltd Partnership	Rebecca Driggs	125 W Center St	~~KANAB~~ <u>Kanab</u>	Utah	UTAH84741-34	84741-3412(435)
B/W Plus Zion West Hotel	UPM Zion Gateway Hotel LLC	Upendra Mehta	44 W 500 N	~~LA VERKIN~~ <u>La Verkin</u>	Utah	UTAH84745-51	84745-5104(435)
B/W Plus Layton Park Hotel	Layton Park Hospitality, LLC	Dixon <u>M.</u> Pitcher	798 W 1425 N	~~LAYTON~~ <u>Layton</u>	Utah	UTAH84041-19	84041-1946(801)
B/W Timpanogos Inn	Presidio Hospitality	~~Mitulkumar~~ Patel	195 S 850 E	~~LEHI~~ <u>Lehi</u>	Utah	UTAH84043-34	84043-3448(801)
B/W Plus Weston Inn	SHREE GANESH LLC	Dharmesh <u>B.</u> Ahir	250 N Main St	~~LOGAN~~ <u>Logan</u>	Utah	UTAH84321-39	84321-3915(435)
~~B/W Plus Canyonlands Inn~~	~~Canyonlands Inn Inc.~~	~~Zachary Bynum~~	~~16 S Main St~~	~~MOAB~~	UTAH	84532-2503 (435) 250-3300	
B/W Plus Greenwell Inn	Wang Organization, LLC	Jennifer Giammatteo	105 S Main St	~~MOAB~~ <u>Moab</u>	Utah	UTAH84532-25	84532-2506(435)
<u>B/W Plus Canyonlands Inn</u>	<u>Canyonlands Inn Inc.</u>	<u>Zachary Daniel Bynum</u>	<u>16 S Main Street</u>	<u>Moab</u>	Utah	<u>84532-2503</u>	<u>(435)</u>
B/W East Zion Thunderbird Lodge	Thunderbird Acquisitions, LLC	Gordon <u>Ray</u> Milligan	Junction SR 9 & US-89 East Zion	~~MOUNT CARMEL~~ <u>Mount Carmel</u>	Utah	UTAH84755	84755____(435) 648-2203
B/W Paradise Inn ~~of~~ <u>Nephi</u>	GURU Ramdas Ji Investment ~~Group LLC~~	Taranjit Singh	1025 S Main St	~~NEPHE~~ <u>Nephi</u>	Utah	UTAH84648-20	84648-2012(435)
B/W Plus Cotton ~~Tree~~ <u>Tree</u> Inn	Cottontree Partners Limited ~~Partnership~~	David <u>J.</u> Petersen	1030 N 400 E	~~NORTH SALT LAKE~~ <u>North</u>	Utah	UTAH84054-19	84054-1946(801)
B/W Plus High Country Inn	Twelfth Street of Ogden, LLC	Mark <u>Spencer</u> Peterson	1335 W 1200 S	~~OGDEN~~ <u>Ogden</u>	Utah	UTAH84404-54	84404-5412(801)
B/W Plus Landmark Inn	Hornes Kimball Junction Limited Partnershp	Mark <u>Hamilton</u> HORNE	6560 N Landmark Dr	~~PARK CITY~~ <u>Park City</u>	Utah	UTAH84098-45 00	84098-4506(435) 649-7300
B/W Plus Provo University Inn	1600 Freedom LLC	Mohammad <u>R.</u> Islam	1600 N Freedom Blvd	~~PROVO~~ <u>Provo</u>	Utah	UTAH84604-25	84604-2512(801)
~~Hotel Name~~	Hari Krupa Inc. ~~Member Contact~~	Ishwar <u>S.</u> Chaudhari ~~Address~~	1275 N Main St	<u>Richfield</u>	Utah	<u>84701-1855</u>	<u>84701-1855</u> (435)

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
Aiden ~~by~~ Best Western St. George	Lester Wittwer Investment Co.	Danny Wittwer	316 E Saint George Blvd	~~SAINT-GEORGE~~ Saint	Utah	~~UTAH~~ 84770-29	~~84770-2955~~ (435)
B/W Coral Hills	Lester Wittwer Investment Co.	Shayne R. Wittwer	125 E Saint George Blvd	~~SAINT-GEORGE~~ Saint	Utah	~~UTAH~~ 84770-28	~~84770-2856~~ (435)
B/W Plus Abbey Inn	Lester Wittwer Investment Co.	~~Shayne~~ Josh Wittwer	1129 S Bluff St	~~SAINT-GEORGE~~ Saint	Utah	~~UTAH~~ 84770-52	~~84770-5242~~ (435)
B/W Plus Airport Inn & Suites	Krishna Hospitality, LLC	Tushar Patel	5433 W Wiley Post Way	~~SALT LAKE CITY~~ Salt	Utah	~~UTAH~~ 84116-37	~~84116-3719~~ (801)
B/W Plus Cotton Tree Inn	Cottontree Hospitality Group	Cameron D Petersen	10695 Auto Mall Dr	~~SANDY~~ Sandy	Utah	~~UTAH~~ 84070-41	~~84070-4142~~ (801)
B/W Plus Canyon Pines	Uintah Park Hospitality Ilc	Dixon M. Pitcher	6650 Highway 89	~~SOUTH OGDEN~~ South	Utah	~~UTAH~~ 84405-97	~~84405-9771~~ (801)
B/W Plus Zion Canyon Inn & Suites	Canyon Ranch Hotel Holdings, LLC	Nicholas Jay Ence	668 Zion Park Blvd	~~SPRINGDALE~~ Springda ~~le~~	Utah	~~UTAH~~ 84767-77 ~~90~~	~~84767-7799~~ (435) 429-7650
B/W Mountain View Inn	ABC Global Hospitality, LLC	ARVIND Patel	1455 N 1750 W	~~SPRINGVILLE~~ Springvil	Utah	~~UTAH~~ 84663-49	~~84663-4901~~ (801)
B/W Inn Tooele	Waheguru Ji LLC	Taranjit Singh	365 N Main St	~~TOOELE~~ Tooele	Utah	~~UTAH~~ 84074-16	~~84074-1652~~ (435)
B/W Plus Settlers Point	Washington Commons Hotel LLC	Shayne R. Wittwer	1294 E Hospitality Way	~~WASHINGTON~~ Washin	Utah	~~UTAH~~ 84780	~~84780~~ ____(435)
B/W Plus Wendover Inn	Meghna, LLC	Tushar Patel	685 E Wendover Blvd	~~WENDOVER~~ Wendove	Utah	~~UTAH~~ 84083	~~84083~~ ____(435)
~~B/W West Valley Inn~~	~~Satguru Nanak Ji LLC~~	~~Taranjit Singh~~	~~2540 South 3200 West~~	~~WEST VALLEY CITY~~	Utah	~~UTAH~~	~~84119-3806~~ (801)
B/W Bennington	S.K.B.W.V ACQUISITION, LLC	Sumeer Kakar	220 Northside Dr	~~BENNINGTON~~ Benning	Vermont	~~VERMONT~~ 05201	~~05201-1222~~ (802)
B/W Inn & Suites Rutland-Killington	Hogge Penny Inn Association of Owners, Inc.	Glen Vuilleumier	5 Best Western Pl	~~RUTLAND~~ Rutland	Vermont	~~VERMONT~~ 05701 ~~-9705~~	~~05701-9705~~ (802) 773-3200
~~B/W Plus Windjammer Inn & Conference Center~~	~~The Windjammer Hospitality Group~~	Karen Wisehart	1076 Williston Rd	~~SOUTH~~	Vermont	~~VERMONT~~ 05403	~~05403-5718~~ (802)
B/W Springfield Hotel	Preferred Motor Inn of New- ~~England~~ England Inc.	Owen Kasser	818 Charlestown Rd	~~SPRINGFIELD~~ Springfie	Vermont	~~VERMONT~~ 05156	~~05156-9122~~ (802)
B/W Plus Waterbury - Stowe	~~Oak Hill Corporation~~ Evaan Hospitality	~~Conrad Hall~~ Ashok Patel	45 Blush Hill Rd	~~WATERBURY~~ Waterbu	Vermont	~~VERMONT~~ 05676	~~05676-9062~~ (802)
B/W Plus ~~Mount Vernon~~ Alexandria /	Mount Vernon Holdings LLC	Nayan S. Patel	8751 Richmond Hwy	~~ALEXANDRIA~~ Alexandr	Virginia	~~VIRGINIA~~ 22309-	~~22309-4222~~ (703)
B/W Chincoteague Island	~~Chesson Enterprises, Incorporated~~ Newco	~~Scott Chesson~~ Lee Kellar	7105 Maddox Blvd	~~CHINCOTEAGUE ISLAND~~ Chincoteague	Virginia	~~VIRGINIA~~ 23336-	~~23336-2104~~ (757)
B/W Windsor Inn & Suites	Narph Investments, LLC	Rakesh Govindji	1292 S Boston Rd	~~DANVILLE~~ Danville	Virginia	~~VIRGINIA~~ 24540-	~~24540-5024~~ (434)
B/W Doswell Hotel	Sumtinath, LLC	Nandit S. Mehta	16220 International St	Doswell	Virginia	23047-1922	(804)
B/W Emporia	YAGNA HOSPITALITY, LLC	Daxeshkumar C. Patel	1100 W Atlantic St	~~EMPORIA~~ Emporia	Virginia	~~VIRGINIA~~ 23847-	~~23847-2841~~ (434)
B/W Fairfax	Fairfax 123 Hotel LP	Robert S. Jaeger	3535 Chain Bridge Rd	~~FAIRFAX~~ Fairfax	Virginia	~~VIRGINIA~~ 22030-	~~22030-2702~~ (703)
B/W Fredericksburg	JAMES M. BOWEN COMPANY L.L.C.	Steve Treon	2205 Plank Rd	~~FREDERICKSBURG~~ Frede ~~ricksburg~~	Virginia	~~VIRGINIA~~ 22401- ~~5226~~	~~22401-5226~~ (540) 371-5050
B/W Plus Glen Allen Inn	GLEN ALLEN HOTEL, LLC	Pratik Patel	8607 Telegraph Rd	~~GLEN ALLEN~~ Glen	Virginia	~~VIRGINIA~~ 23060-	~~23060-4018~~ (804)
B/W Hampton Coliseum Inn	Mahadev Properties SPE, LLC	Vishalkumar Patel	1916 Coliseum Dr	~~HAMPTON~~ Hampton	Virginia	~~VIRGINIA~~ 23666-	~~23666-4226~~ (757)

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
B/W Plus Harrisonburg	MK Hotels LLC	Mike Patel	3325 S Main St	~~HARRISONBURG~~ Harrisonburg	Virgini	~~VIRGINIA22801-~~	~~22801-2675~~ (540)
B/W Plus Hopewell Fort Lee	Hope Tower LLC	Jose <u>V.</u> Gopurathingal	3950 Courthouse Rd	~~HOPEWELL~~ Hopewell	Virgini	~~VIRGINIA23860-~~	~~23860-5608~~ (804)
B/W Kilmarnock Hotel	Mahant Kilmarnock LIC	Hemal Patel	599 N Main St	~~KILMARNOCK~~ Kilmarno	Virgini	~~VIRGINIA22482-~~	~~22482-3828~~ (804)
B/W Leesburg Hotel & Conference Center	Gateway XV LP	Keith <u>D.</u> Stephens	726 E Market St	~~LEESBURG~~ Leesburg	Virgini a	~~VIRGINIA20176-4401~~	~~20176-4401~~ (703) 777-9400
~~B/W Lexington Inn~~	~~Inn at Lexington, LLC~~	~~David Andersen~~	~~850 N Lee Hwy~~	~~LEXINGTON~~	~~VIRGINIA~~	~~24450-3725 (540) 458-3020~~	
B/W Plus Inn ~~at~~ Hunt Ridge	Inn at Hunt Ridge, LLC	David <u>Paul</u> Andersen	25 Willow Springs Rd	~~LEXINGTON~~ Lexington	Virgini	~~VIRGINIA24450-~~	~~24450-2049~~ (540)
B/W ~~Battlefield~~ Lexington Inn	~~Signature Hospitality IAD~~ Inn at	~~Mandira Mainali~~ David Paul	~~10820 Balls Ford Rd~~ 850 N Lee	~~MANASSAS~~ Lexington	Virgini	~~VIRGINIA24450-~~	~~20109-2401- (540)~~
B/W Manassas	PANRAM LIMITED PARTNERSHIP	Shanker <u>K.</u> Patel	8640 Mathis Ave	~~MANASSAS~~ Manassas	Virgini a	~~VIRGINIA20110-5269~~	~~20110-5269~~ (703) 368-7070
<u>B/W Battlefield Inn</u>	<u>Signature Hospitality IAD, LLC</u>	<u>Mandira Mainali</u>	<u>10820 Balls Ford Rd</u>	<u>Manassas</u>	Virgini	<u>20109-2401</u>	<u>(703)</u>
B/W Plus Newport News Inn & Suites	Mahi Hotels LLC	~~Manan Shah~~ <u>Fenil Patel</u>	500 Operations Dr	~~NEWPORT NEWS~~ Newport	Virgini a	~~VIRGINIA23602-6989~~	~~23602-6989~~ (757) 952-1182
B/W Plus Holiday Sands Inn & Suites	Global Hospitality LLC	Varshid Vachhani	1330 E Ocean View Ave	~~NORFOLK~~ Norfolk	Virgini	~~VIRGINIA23503-~~	~~23503-2208~~ (757)
B/W Plus Governor's Inn	Shaanta, Inc	Vibha Jasani	9826 Midlothian Tpke	~~NORTH-CHESTERFIELD~~ North	Virgini	~~VIRGINIA23235-~~	~~23235-4813~~ (804)
B/W Plus Executive Hotel	Sky Hotels Group, LLC	Bhavini Mehta	7007 W Broad St	~~RICHMOND~~ Richmond	Virgini	~~VIRGINIA23294-~~	~~23294-3213~~ (804)
B/W Premier Richmond City Gateway	Eastern Hospitality LLC	Ketan Pathak	4303 Commerce Rd	~~RICHMOND~~ Richmond	Virgini a	~~VIRGINIA23234-2239~~	~~23234-2239~~ (804) 592-2900
B/W Plus Inn ~~at~~ Valley View	Inn at Valley View, LLC	Craig <u>D.</u> Andersen	5050 Valley View Blvd. ~~NW~~	~~ROANOKE~~ Roanoke	Virgini	~~VIRGINIA24012-~~	~~24012-2028~~ (540)
B/W Plus Richmond Airport Hotel	~~SSR RICHMOND HOSPITALITY-LLC~~	~~Vijay Kamedollu~~ Deep Desai	5300 Airport Square Ln	~~SANDSTON~~ Sandston	Virgini	~~VIRGINIA23150-~~	~~23150-1223~~ (804)
B/W Plus South Hill Inn	SAI UMA LLC	Gunjan Patel	101 Thompson St	~~SOUTH HILL~~ South Hill	Virgini	~~VIRGINIA23950-~~	~~23950-1753~~ (434)
B/W Springfield	Springfield Holding LLC	Keuri Patel	6721 Commerce St	~~SPRINGFIELD~~ Springfiel	Virgini	~~VIRGINIA22150-~~	~~22150-2502~~ (703)
~~B/W Aquia/Quantico Inn~~	~~AQUIA HOSPITALITY, LLC~~	~~Pratik Patel~~	~~3863 Richmond Hwy~~	~~STAFFORD~~	~~VIRGINIA~~	~~23554-1736 (540) 659-0023~~	
B/W Staunton Inn	North Star ~~BW~~ Staunton LLC	Jay Shah	92 Rowe Rd	~~STAUNTON~~ Staunton	Virgini	~~VIRGINIA24401-~~	~~24401-6701~~ (540)
B/W Dulles Airport Inn	DULLES HOSPITALITY CORPORATION	Mark Carrier	45440 Holiday Dr	~~STERLING~~ Sterling	Virgini a	~~VIRGINIA20166-9411~~	~~20166-9411~~ (703) 471-8300
B/W North Roanoke	Inn at Daleville, LLC	Craig <u>D.</u> Andersen	2545 Lee Hwy	~~TROUTVILLE~~ Troutville	Virgini	~~VIRGINIA24175-~~	~~24175-6322~~ (540)
B/W Center Inn	Rahul LLC	Rahul Patel	5718 Northampton Blvd	~~VIRGINIA-BEACH~~ Virginia	Virgini	~~VIRGINIA23455-~~	~~23455-3704~~ (757)
B/W Plus Waynesboro Inn & Suites Conference Center	OLD DOMINION HOSPITALITY, INC.	Perry <u>Lee</u> Fridley	109 Apple Tree Ln	~~WAYNESBORO~~ Waynesboro	Virgini a	~~VIRGINIA22980-7481~~	~~22980-7481~~ (540) 942-1100
~~B/W Historic Area Inn~~	~~Will Wyatt Hotels LLC~~	~~David Sadler~~	~~201 Bypass Rd~~	~~WILLIAMSBURG~~	~~VIRGINIA~~	~~23185-2030 (757) 320-0880~~	
B/W Williamsburg Historic District	Swaminarayan LLC	Jay Patel	351 York St	~~WILLIAMSBURG~~ William	Virgini	~~VIRGINIA23185-~~	~~23185-4516~~ (757)
B/W ~~ofo~~ Wise	IT Hotels LLC	Govind Patel	124 Woodland Dr SW	~~WISE~~ Wise	Virgini	~~VIRGINIA24293-~~	~~24293-4622~~ (276)
B/W Potomac Mills	Potomac Mills Rd Hotel LP	Keuri Patel	14619 Potomac Mills Rd	~~WOODBRI~~ Woodbri	Virgini	~~VIRGINIA22192-~~	~~22192-6809~~ (703)

Open Hotels as of 11/30/24

Hotel Name	Franchisee Name	Franchisee Contact	Address	City	State	ZIP	Phone
B/W Plus Thornburg Inn & Suites	Raameera Hospitality LLC	Nilesh Patel	5217 Mudd Tavern Rd	~~WOODFORD~~	<u>Virginia</u>	<u>VIRGINIA22580</u>	<u>22580</u> (540)
B/W Plus Crossroads Inn & Suites	Zion Investments LLC	Hitesh Patel	135 Wood Ridge Ter	~~ZION-CROSSROADS~~	<u>Virginia</u>	<u>VIRGINIA22942</u>	<u>22942-6966</u> (540)
B/W Plus Aberdeen	Guesthouse International Aberdeen, Inc.	Jasvir <u>Singh</u> Dhaliwal	701 E Heron St	~~ABERDEEN~~	<u>Washington</u>	<u>WASHINGTON98520-2904</u>	<u>98520-2904</u> (360) 537-7460
B/W Plus Arlington/Marysville	ANPPR Corporation	Bhawan Preet	3721 172nd St	~~ARLINGTON~~	<u>Washington</u>	<u>WASHINGTON98</u>	<u>98223-7736</u> (360)
B/W Plus Mountain View Auburn Inn S Won Hospitality, LLC		Won Sang Cho	401 8th St SW	~~AUBURN~~	<u>Washington</u>	<u>WASHINGTON98</u>	<u>98001-5901</u> (253)
B/W Plus Battle Ground Inn & Suites Delaware PNW Hotels LLC		Parth Patel	1419 W Main St	~~BATTLEGROUND~~	<u>Washington</u>	<u>WASHINGTON98</u>	<u>98604-9829</u> (360)
B/W Plus Bellingham	Today's VI, LLC	Ming <u>Nin</u> Zen	3985 Bennett Dr	~~BELLINGHAM~~	<u>Washington</u>	<u>WASHINGTON98</u>	<u>98226-1032</u> (360)
B/W Plus Park Place Inn & Suites	HWGD Tenancy In Common	Daniel <u>Robert</u> Mitzel	201 Interstate Ave	~~CHEHALIS~~	<u>Washington</u>	<u>WASHINGTON98</u>	<u>98532-3701</u> (360)
B/W Plus The Inn ~~At~~ Hells Canyon	Clarkston Lodging Group, LLC	Thomas <u>George</u> Denlea	1395 Bridge St	~~CLARKSTON~~	<u>Washington</u>	<u>WASHINGTON99</u>	<u>99402-2221</u> (509)
B/W Snowcap Lodge	ALPINE LODGE LLC	Sanjay <u>V.</u> Pitroda	809 W Davis St	~~CLE ELUM~~	<u>Washington</u>	<u>WASHINGTON98</u>	<u>98922-1086</u> (509)
B/W Wheatland Inn	Colfax Lodging Group LLC	Thomas <u>George</u> Denlea	701 N Main St	~~COLFAX~~	<u>Washington</u>	<u>WASHINGTON99</u>	<u>99111-2120</u> (509)
B/W Plus Dayton Hotel & Suites	KS'S Investments, LLC	Kamaljit Singh	507 E Main St	~~DAYTON~~	<u>Washington</u>	<u>WASHINGTON99</u>	<u>99328-1440</u> (509)
B/W Liberty Inn DuPont ~~Blm~~ <u>JBLM</u>	Harbor Investment, Inc	Derrick Chong	1400 Wilmington Dr	~~DUPONT~~	<u>Washington</u>	<u>WASHINGTON98</u>	<u>98327-8270</u> (253)
B/W Plus Edmonds Harbor Inn	Edmonds Harbor Inn Inc	Mark <u>L.</u> Raden	130 W Dayton St	~~EDMONDS~~	<u>Washington</u>	<u>WASHINGTON98</u>	<u>98020-4130</u> (425)
B/W Plus Ellensburg Hotel	M & M ELLENSBURG LLC	Torre Morgal	211 W Umptanum Rd	~~ELLENSBURG~~	<u>Washington</u>	<u>WASHINGTON98</u>	<u>98926-9670</u> (509)
<u>B/W Rama Inn</u>	<u>Ganeshaa, LLC</u>	<u>Sanjay Verma</u>	<u>1818 Basin St. SW</u>	<u>Ephrata</u>	<u>Washington</u>	<u>98823-2100</u>	<u>(509)</u>
<u>B/W Cascadia Inn</u>	<u>N&P Hotel Corp</u>	<u>Bhawan Preet</u>	<u>2800 Pacific Ave</u>	<u>Everett</u>	<u>Washington</u>	<u>98201-4528</u>	<u>(425)</u>
<u>Executive Residency by Best Western Navigator Inn & Suites</u>	<u>EVERETT INNS LLC</u>	<u>Shaiza Damji</u>	<u>10210 Evergreen Way</u>	<u>Everett</u>	<u>Washington</u>	<u>98204-3861</u>	<u>(425)</u> <u>347-2555</u>
<u>B/W Wesley Inn & Suites</u>	<u>BRAATEN KENNETH & SUE</u>	<u>Sue Anne Braaten</u>	<u>6575 Kimball Dr</u>	<u>Gig Harbor</u>	<u>Washington</u>	<u>98335-1227</u>	<u>(253)</u>
<u>B/W Aladdin Inn</u>	<u>E.S. Lee & Min Lee</u>	<u>Michael S. Lee</u>	<u>310 Long Ave</u>	<u>Kelso</u>	<u>Washington</u>	<u>98626-1114</u>	<u>(360)</u>
<u>B/W Plus Kennewick Inn</u>	<u>Southridge Lodging LLC</u>	<u>Kamaljit Singh</u>	<u>4001 W 27th Ave</u>	<u>Kennewick</u>	<u>Washington</u>	<u>99337-2422</u>	<u>(509)</u>
<u>B/W Kennewick Tri-Cities Center</u>	<u>Core Hotels Corp.</u>	<u>Gurbir Sandhu</u>	<u>602 N Young St</u>	<u>Kennewick</u>	<u>Washington</u>	<u>99336-7736</u>	<u>(509)</u>
<u>B/W Plus Plaza by the Green</u>	<u>PIRAMCO INC.</u>	<u>Scott A. Brown</u>	<u>24415 Russell Rd</u>	<u>Kent</u>	<u>Washington</u>	<u>98032-1787</u>	<u>(253)</u>
<u>B/W Plus Lacey Inn & Suites</u>	<u>New Heaven LLC</u>	<u>Sung Ai Chung</u>	<u>8326 Quinault Dr NE</u>	<u>Lacey</u>	<u>Washington</u>	<u>98516-5831</u>	<u>(360)</u>
<u>B/W Lakewood</u>	<u>Gene and Sakae Property Management, LLC</u>	<u>Gene Thomas Giegoldt</u>	<u>6125 Motor Ave SW</u>	<u>Lakewood</u>	<u>Washington</u>	<u>98499-1528</u>	<u>(253)</u> <u>584-2212</u>

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Plus Liberty Lake Inn</u>	<u>OM Hotels LPNitin</u>	<u>Mistry</u>	<u>1816 N Pepper Ln</u>	<u>Liberty Lake</u>	<u>Washington</u>	<u>99019-9511</u>	<u>(509)</u>
<u>B/W Long Beach Inn</u>	<u>Virk Hospitality Long Beach,</u>	<u>Harjinder Singh Virk</u>	<u>500 Ocean Beach Blvd</u>	<u>Long Beach</u>	<u>Washington</u>	<u>98631-4070</u>	<u>(360)</u>
<u>B/W Alderwood</u>	<u>SKS Hotel Management LLC</u>	<u>William S. Kang</u>	<u>19332 36th Ave W</u>	<u>Lynnwood</u>	<u>Washington</u>	<u>98036-5710</u>	<u>(425)</u>
<u>B/W Sky Valley Inn</u>	<u>Schreiner and Kwon Inc.</u>	<u>John Schreiner</u>	<u>19233 State Route 2</u>	<u>Monroe</u>	<u>Washington</u>	<u>98272-1513</u>	<u>(360)</u>
<u>B/W Plus Lake Front Hotel</u>	<u>Brar Hospitality Group, Inc.</u>	<u>Paramjeet K. Brar</u>	<u>3000 W Marina Dr</u>	<u>Moses Lake</u>	<u>Washington</u>	<u>98837-2946</u>	<u>(509)</u>
<u>B/W Plus Oak Harbor Hotel & Conference Center</u>	<u>INNCO TIC</u>	<u>Robert A. Lundstrom</u>	<u>33175 State Route 20</u>	<u>Oak Harbor</u>	<u>Washington</u>	<u>98277-8713</u>	<u>(360)</u> <u>679-4567</u>
<u>B/W Plus Peppertree Inn at Omak</u>	<u>Omak Peppertree LLC</u>	<u>Khara Nixon</u>	<u>820 Koala Ave</u>	<u>Omak</u>	<u>Washington</u>	<u>98841-9744</u>	<u>(509)</u>
<u>B/W Premier Pasco Inn & Suites</u>	<u>Richland Investment Group LLC</u>	<u>Onkaar Dhaliwal</u>	<u>2811 N 20th Ave</u>	<u>Pasco</u>	<u>Washington</u>	<u>99301-3396</u>	<u>(509)</u>
<u>B/W Plus The Inn at Horse Heaven</u>	<u>PROSSER INN ASSOCIATES L. P.</u>	<u>Thomas George Denlea</u>	<u>259 Merlot Dr</u>	<u>Prosser</u>	<u>Washington</u>	<u>99350-9533</u>	<u>(509)</u> <u>786-7977</u>
<u>B/W Plus Puyallup Hotel</u>	<u>Park Plaza Puyallup, LLC</u>	<u>Mark A. Hollander</u>	<u>620 South Hill Park Dr</u>	<u>Puyallup</u>	<u>Washington</u>	<u>98373-1423</u>	<u>(253)</u>
<u>B/W Plus Renton Inn</u>	<u>Virk Hospitality Renton, LLC</u>	<u>Harjinder Singh Virk</u>	<u>1850 Maple Valley Hwy</u>	<u>Renton</u>	<u>Washington</u>	<u>98057-3958</u>	<u>(425)</u>
<u>B/W Bronco Inn</u>	<u>BRONCO INN LLC</u>	<u>Amy Jo GALBREATH</u>	<u>105 Galbreath Way</u>	<u>Ritzville</u>	<u>Washington</u>	<u>99169-2126</u>	<u>(509)</u>
<u>B/W Seattle Airport Hotel</u>	<u>Piramco SeaTac, Inc</u>	<u>Scott A. Brown</u>	<u>20717 International Blvd</u>	<u>Seattle</u>	<u>Washington</u>	<u>98198-5808</u>	<u>(206)</u>
<u>B/W Plus Pioneer Square Hotel Downtown</u>	<u>Pioneer Square Hotel Company</u>	<u>Bart Seidler</u>	<u>77 Yesler Way</u>	<u>Seattle</u>	<u>Washington</u>	<u>98104-2530</u>	<u>(206)</u> <u>340-1234</u>
<u>B/W Plus Silverdale Beach Hotel</u>	<u>YC Silverdale Hotel Group, LLC</u>	<u>Kishan Reddy Kandula</u>	<u>3073 NW Bucklin Hill Rd</u>	<u>Silverdale</u>	<u>Washington</u>	<u>98383-9190</u>	<u>(360)</u>
<u>B/W Plus Peppertree Airport Inn</u>	<u>Santillanes & Sellers LLC</u>	<u>Rita Jean Santillanes</u>	<u>3711 S Geiger Blvd</u>	<u>Spokane</u>	<u>Washington</u>	<u>99224-5416</u>	<u>(509)</u>
<u>B/W Plus City Center</u>	<u>Spokane Falls Inn, LLC</u>	<u>Meredith S. Rainville</u>	<u>33 W Spokane Falls</u>	<u>Spokane</u>	<u>Washington</u>	<u>99201-0120</u>	<u>(509)</u>
<u>B/W Plus Spokane North</u>	<u>Newport Highway Hotel Operations Inc.</u>	<u>Jackie Lee Neves</u>	<u>9601 N Newport Hwy</u>	<u>Spokane</u>	<u>Washington</u>	<u>99218-1220</u>	<u>(509)</u> <u>468-5020</u>
<u>B/W Plus Grapevine Inn</u>	<u>SUNNYSIDE LODGING GROUP LP</u>	<u>Thomas George Denlea</u>	<u>1849 Quail Ln</u>	<u>Sunnyside</u>	<u>Washington</u>	<u>98944-9402</u>	<u>(509)</u>
<u>B/W Plus Tacoma Hotel</u>	<u>USA Properties, LLC</u>	<u>Parwinder Dhanda</u>	<u>8045 S Hosmer St</u>	<u>Tacoma</u>	<u>Washington</u>	<u>98408</u>	<u>(253)</u>
<u>B/W Tumwater-Olympia Inn</u>	<u>Bajwa Investment LLC</u>	<u>Anmol Singh</u>	<u>5188 Capitol Blvd SE</u>	<u>Tumwater</u>	<u>Washington</u>	<u>98501-4442</u>	<u>(360)</u>
<u>B/W Inn of Vancouver</u>	<u>Niksha Investments, LLC</u>	<u>Pradeep T. Patel</u>	<u>11506 NE 3rd St</u>	<u>Vancouver</u>	<u>Washington</u>	<u>98684-5078</u>	<u>(360)</u>
<u>B/W Plus Vancouver Mall Dr. Hotel & Suites</u>	<u>Virk Properties Vancouver, LLC</u>	<u>Harjinder Singh Virk</u>	<u>9420 NE Vancouver Mall Dr</u>	<u>Vancouver</u>	<u>Washington</u>	<u>98662-6172</u>	<u>(360)</u> <u>256-0707</u>
<u>B/W Premier Hotel at Fisher's Landing</u>	<u>JLP Enterprises, LLC</u>	<u>James Pliska</u>	<u>1500 SE 167th Ave</u>	<u>Vancouver</u>	<u>Washington</u>	<u>98683</u>	<u>(360)</u>
<u>B/W Plus Walla Walla Suites Inn</u>	<u>Walla Walla Suites Motel, Inc.</u>	<u>Kay F. Wessel</u>	<u>7 E Oak St</u>	<u>Walla Walla</u>	<u>Washington</u>	<u>99362-1959</u>	<u>(509)</u>

[Open Hotels as of 11/30/24](#)

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
<u>B/W Plus Port of Camas-Washougal Convention Center</u>	<u>Washougal Hospitality, LLC</u>	<u>Balraj Singh</u>	<u>121 S 2nd St</u>	<u>Washougal</u>	<u>Washington</u>	<u>98671-2109</u>	<u>(360)</u>
<u>B/W Chieftain Inn</u>	<u>JBS Group LLC</u>	<u>Balbir Sahota</u>	<u>1017 N Wenatchee Ave</u>	<u>Wenatchee</u>	<u>Washington</u>	<u>98801-1574</u>	<u>(509)</u>
<u>B/W Plus Wenatchee Downtown Hotel</u>	<u>Om Shree Sai LLC</u>	<u>Sushil Verma</u>	<u>815 N Wenatchee Ave</u>	<u>Wenatchee</u>	<u>Washington</u>	<u>98801-2063</u>	<u>(509)</u> <u>662-1700</u>
<u>B/W Woodland Inn</u>	<u>Prakal LLC</u>	<u>Bhawna Churi</u>	<u>1380 Atlantic Ave</u>	<u>Woodland</u>	<u>Washington</u>	<u>98674-8457</u>	<u>(360)</u>
<u>B/W Plus Yakima Hotel</u>	<u>BAP Lodging LLC</u>	<u>Amarjit Singh Khunkhun</u>	<u>1614 N 1st St.</u>	<u>Yakima</u>	<u>Washington</u>	<u>98901-1704</u>	<u>(509)</u>
<u>B/W Plus Ahtanum Inn</u>	<u>SCHULTZ DENLEA HOLDINGS LLC</u>	<u>Thomas George Denlea</u>	<u>2408 Rudkin Rd</u>	<u>Yakima</u>	<u>Washington</u>	<u>98903-1610</u>	<u>(509)</u> <u>248-9700</u>
<u>B/W Plus Vintage Valley Inn</u>	<u>Zillah Lodging Group L.P.</u>	<u>Thomas George Denlea</u>	<u>911 Vintage Valley</u>	<u>Zillah</u>	<u>Washington</u>	<u>98953-9608</u>	<u>(509)</u>
<u>B/W Huntington Mall Inn</u>	<u>Frontier Hospitality LLC</u>	<u>Vishnu Patel</u>	<u>3441 US Route 60 E</u>	<u>Barboursville</u>	<u>West</u>	<u>22504-1608</u>	<u>(304)</u>
<u>B/W Plus Beckley Inn</u>	<u>Greatway Hospitality, LLC</u>	<u>Vishnu A. Patel</u>	<u>125 Hylton Ln</u>	<u>Beckley</u>	<u>West</u>	<u>25801-2672</u>	<u>(304)</u>
<u>B/W Plus Bridgeport Inn</u>	<u>Morgan Lodging Inc</u>	<u>Yogesh M. Patel</u>	<u>100 Lodgeville Rd</u>	<u>Bridgeport</u>	<u>West</u>	<u>26330-1635</u>	<u>(304)</u>
<u>B/W Logan Inn</u>	<u>Lake Norman Hospitality LLC</u>	<u>Vishnu A. Patel</u>	<u>47 Central Ave</u>	<u>Chapmanville</u>	<u>West</u>	<u>25508-9572</u>	<u>(304)</u>
<u>B/W Plus Appleton Airport/Mall Hotel</u>	<u>ATW Lodging Group LLC</u>	<u>Kunal Patel</u>	<u>1565 N. Federated Dr</u>	<u>Appleton</u>	<u>Wisconsin</u>	<u>54913-8504</u>	<u>(920)</u>
<u>B/W The Hotel Chequamegon</u>	<u>Black Bears Hotel C LLC</u>	<u>Travis J. Turner</u>	<u>101 Lake Shore Dr W</u>	<u>Ashland</u>	<u>Wisconsin</u>	<u>54806-1646</u>	<u>(715)</u>
<u>B/W Stanton Inn</u>	<u>BW1 Hospitality, LLC</u>	<u>Dilip Patel</u>	<u>1101 E Chestnut St</u>	<u>Chilton</u>	<u>Wisconsin</u>	<u>53014-1601</u>	<u>(920)</u>
<u>B/W Dodgeville Inn & Suites</u>	<u>Ram Krupa, LLC</u>	<u>Dev Patel</u>	<u>1130 N Johns St</u>	<u>Dodgeville</u>	<u>Wisconsin</u>	<u>53533-1280</u>	<u>(608)</u>
<u>B/W Derby Inn</u>	<u>BEST 98 LLC</u>	<u>Brian Park</u>	<u>US Highway 45 N</u>	<u>Eagle River</u>	<u>Wisconsin</u>	<u>54521-8033</u>	<u>(715)</u>
<u>B/W Plus Eau Claire Conference Center</u>	<u>Swami Bapa Hotels Inc</u>	<u>Lal Patel</u>	<u>3340 Mondovi Rd</u>	<u>Eau Claire</u>	<u>Wisconsin</u>	<u>54701-6131</u>	<u>(715)</u> <u>838-9989</u>
<u>B/W Eau Claire South</u>	<u>Tartam LLC</u>	<u>Dev B. Patel</u>	<u>3614 Gateway Dr</u>	<u>Eau Claire</u>	<u>Wisconsin</u>	<u>54701-8186</u>	<u>(715)</u>
<u>B/W Germantown Inn</u>	<u>Shree OHM, LLC</u>	<u>Mukesh Dhanani</u>	<u>W190N10862 Commerce Cir</u>	<u>Germantown</u>	<u>Wisconsin</u>	<u>53022-3871</u>	<u>(262)</u> <u>502-9750</u>
<u>B/W Green Bay Inn Conference Center</u>	<u>Summit Hospitality LLC</u>	<u>Chirag S. Dave</u>	<u>780 Armed Forces Dr</u>	<u>Green Bay</u>	<u>Wisconsin</u>	<u>54304-4528</u>	<u>(920)</u>
<u>B/W Plus Hudson I-94</u>	<u>KPH Realty LLC</u>	<u>Sanjay Kumar</u>	<u>1200 Gateway Blvd</u>	<u>Hudson</u>	<u>Wisconsin</u>	<u>54016-9705</u>	<u>(715)</u>
<u>B/W Plus Jefferson</u>	<u>International Investment Group Corp</u>	<u>Mohammed Ehtashamuddin</u>	<u>1409 W Junction Rd</u>	<u>Jefferson</u>	<u>Wisconsin</u>	<u>53549</u>	<u>(920)</u> <u>541-3900</u>
<u>B/W Executive Inn Kenosha/Pleasant Prairie</u>	<u>Hrk3 Hotels LLC</u>	<u>Rajendrabhai Patel</u>	<u>7220 122nd Ave</u>	<u>Kenosha</u>	<u>Wisconsin</u>	<u>53142-7313</u>	<u>(262)</u>
<u>B/W Premier Park Hotel</u>	<u>PARK HOTEL INC.</u>	<u>Maureen A. Mullins</u>	<u>22 S Carroll St</u>	<u>Madison</u>	<u>Wisconsin</u>	<u>53703-3309</u>	<u>(608)</u>
<u>B/W Plus InnTowner Madison</u>	<u>InnTowner LLC</u>	<u>R. Brian Brandstetter</u>	<u>2424 University Ave</u>	<u>Madison</u>	<u>Wisconsin</u>	<u>53726-3811</u>	<u>(608)</u>

Open Hotels as of 11/30/24

Hotel Name	Member-Entity	Franchisee Name	Member-Contact	Franchisee	Address	City	City-State	State/Province	ZIP	Phone
B/W West Towne Suites		Khodiyar Corporation	Sunny V. Patel		650 Grand Canyon Dr	Madison		Wisconsin	53719-1044	(608)
B/W East Towne Suites		Bird Dog Hospitality IV, LLC	Kyle Andrew Schock		4801 Annamark Dr	Madison		Wisconsin	53704-7402	(608)
B/W Riverfront Inn		RAAM Marinette Inc.	Mehul Patel		1821 Riverside Ave	Marinette		Wisconsin	54143-1216	(715)
B/W Park Oasis Inn		HMV Motel Inc.	Rave H. Patel		1004 Gateway Avenue	Mauston		Wisconsin	53948-2000	(608)
B/W Plus Menomonie Inn & Suites		Lake of Menomonie LLC	Dev B. Patel		320 Oak Ave	Menomonie		Wisconsin	54751-1340	(715)
B/W Plus Milwaukee West		National 55 Limited Partnership	Erik Unmuth		5501 W National Ave	Milwaukee		Wisconsin	53214-3414	(414)
B/W Plus Milwaukee Airport Hotel & Conference Center		SASAS Hospitality LLC	Amin A. Amdani		5105 S Howell Ave	Milwaukee		Wisconsin	53207-6109	(414) 769-2100
B/W Plus Concord Inn		Happy Hotels, Inc.	Harmala S. Dassan		320 Front St	Minocqua		Wisconsin	54548	(715)
B/W Premier Bridgewood Resort Hotel	Bridgewood Holdings of Neenah, LLC	Richard James Batley			1000 Cameron Way	Neenah	~~NEENAH~~	Wisc onsin	~~WISCONSIN~~ 54956-9807	(920) 720-8000
B/W Plus New Richmond Inn & Suites	Brahms Hospitality LLC	Heena Brahmhatt			240 Paperjack Dr	New Richmond	~~NEW-~~	WISCONSIN	54017	(715)
B/W Waukesha Grand	SHIV HOTEL CORPORATION	Virendrasinh J. Zala			2840 N Grandview Blvd	Pewaukee	~~PEWAUKEE~~	Wis	~~WISCONSIN~~ 53072-5540	(262)
B/W Plover-Stevens Point Hotel & Conference Ctr	GSPP, LLC	Mazhar Abbas			5253 Harding Ave	Plover	~~POLOVER~~	Wisco nsin	~~WISCONSIN~~ 54467-9715	(715) 544-6200
B/W Resort Hotel & Conference Center	VINAYAKA, INC	Vikash Patel			2701 County Road CX	Portage	~~PORTAGE~~	Wisc	~~WISCONSIN~~ 53901-9269	(608)
B/W Inn	~~Doyle-Property-Investments,~~ BKM 21 Inc.	~~Lori-Schumacher~~ Brian Park			2835 S Main St	Rice Lake	~~RICE-LAKE~~	Wiscon	~~WISCONSIN~~ 54868-2932	(715)
B/W Plus Wausau-Rothschild Hotel	LOYA Hospitality Inc.	~~Bhupendra-(Binbal)~~ Dadhi			803 W Industrial Park Avenue	Rothschild	~~ROTHSCHILD~~	Wi sconsin	~~WISCONSIN~~ 54474-7900	(715) 355-8900
B/W Northwoods Lodge	Equitable Hospitality Mgmt, Inc.	Gerald Francis Gadke			23986 State Road 35	Siren	~~SIREN~~	Wiscon	~~WISCONSIN~~ 54872	(715)
B/W Plus Sparta Trail Lodge	DVG Hospitality LLC	Divyesh Patel			4445 Theater Rd	Sparta	~~SPARTA~~	Wisco	~~WISCONSIN~~ 54656-5410	(608)
B/W Spooner Riverplace	Spooner Riverside Motel LLC	John Paul Henry			101 W Maple St	Spooner	~~SPOONER~~	Wisc	~~WISCONSIN~~ 54801-1432	(715)
B/W Maritime Inn	Shivam3 Holdings LLC	Hiren Pravinbhai Patel			1001 N 14th Ave	Sturgeon Bay	~~STURGEON-BAY~~	Wiscons	~~WISCONSIN~~ 54235-1235	(920)
B/W Bridgeview Hotel	Zenith Acquisition Company, LLC John Paul Henry				415 Hammond Ave	Superior	~~SUPERIOR~~	Wisc	~~WISCONSIN~~ 54880-1140	(715)
B/W Tomah Hotel	THD LLC	Quang Quach			1017 E McCoy Blvd	Tomah	~~TOMAH~~	Wisco	~~WISCONSIN~~ 54660-3264	(608)
B/W Watertown	PAR Hotel LLC	Vipul Patel			101 Aviation Way	Watertown	~~WATERTOWN~~	Wi	~~WISCONSIN~~ 53094-7412	(920)
B/W Plus Wausau Tower Inn	Nidus Holding Company, LLC	Jayjeet M. Govardhan			201 N. 17th Ave.	Wausau	~~WAUSAU~~	Wisc	~~WISCONSIN~~ 54401-4324	(715)
B/W Baraboo Inn	MAA KAALI INC	Darpesh L. Patel			725 W Pine St	West Baraboo	~~WEST-BARABOO~~	Wisc	~~WISCONSIN~~ 53912-1052	(608)
B/W Ambassador Inn & Suites	MAHAKAALI INC	Darpesh L. Patel			610 S Frontage Rd	Wisconsin Dells	~~WISCONSIN-~~	WISCONSIN	53965-9674	(608)

Open Hotels as of 11/30/24

<u>Hotel Name</u>	<u>Franchisee Name</u>	<u>Franchisee Contact</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Phone</u>
B/W Wittenberg Inn	Mahen and Maya	~~Mahendrabhai~~ Panchal	W17267 Red Oak Ln	<u>Wittenberg</u>	~~WITTENBERG~~ <u>Wisc</u>	~~54499~~ <u>WISCONSIN</u> 54499	~~54499-8450~~ (715)
<u>B/W Plus Casper Inn & Suites</u>	<u>Shakopee Hospitality, Inc.</u>	<u>Lawrence Travis</u>	<u>651 Granite Peak Dr</u>	<u>Casper</u>	<u>Wyoming</u>	<u>82609-4569</u>	<u>(307)</u>
B/W Downtown Casper Hotel	West Center Hospitality RE, LLC	Thomas McConnell	123 W E St.	<u>Casper</u>	~~CASPER~~ <u>Wyom</u>	~~WYOMING~~ 82609	~~82601-1818~~ (307)
~~B/W Plus Casper Inn & Suites~~	~~Shakopee Hospitality, Inc.~~	~~Lawrence Henjum~~	~~651 Granite Peak Dr~~	~~CASPER~~	~~WYOMING~~	~~82609-4569 (307) 473-1120~~	
B/W Plus Frontier Inn	Cheyenne Sundowner, LLC	Peyton Hofer	8101 Hutchins Dr	<u>Cheyenne</u>	~~CHEYENNE~~ <u>Wyo</u>	~~WYOMING~~ 82007	~~82007-1847~~ (307)
<u>B/W Sunset Inn</u>	<u>Sunset Properties, Inc.</u>	<u>William C. Garlow</u>	<u>1601 8th St</u>	<u>Cody</u>	<u>Wyoming</u>	<u>82414-4134</u>	<u>(307)</u>
B/W Premier Ivy Inn & Suites	Sunset Properties, Inc	William <u>C.</u> Garlow	1800 8th St	<u>Cody</u>	~~CODY~~ <u>Wyomi</u>	~~WYOMING~~ 82414	~~82414-4138~~ (307)
~~B/W Sunset Inn~~	~~Sunset Properties, Inc.~~	~~William Garlow~~	~~1601 8th St~~	~~CODY~~	~~WYOMING~~	~~82414-4134 (307) 587-4265~~	
B/W Dunmar Inn	Dunmar Inn, LLC	Gerald <u>David</u> Rhode	1601 Harrison Dr	<u>Evanston</u>	~~EVANSTON~~ <u>Wyo</u>	~~WYOMING~~ 82930	~~82930-3204~~ (307)
B/W Tower West Lodge	Muhammad Khan & Bibi Khan	Farid <u>Aftab</u> Khan	109 N US Highway 14-16	<u>Gillette</u>	~~GILLETTE~~ <u>Wyo</u>	~~WYOMING~~ 82716	~~82716-3266~~ (307)
B/W Devils Tower Inn	Preferred Property Management, Inc.	Christopher <u>Kyle</u> Walter	229 Highway 24	<u>Hulett</u>	~~HULETT~~ <u>Wyom</u>	~~WYOMING~~ 82730	~~82730-4677~~ (307)
B/W Plus Fossil Country Inn & Suites	Kem Hospitality, Inc.	Ghulam Fareed	760 Highway 189/30	<u>Kemmerer</u>	~~KEMMERER~~ <u>Wyo</u>	~~WYOMING~~ 83101	~~83101-4677~~ (307)
B/W Laramie Inn & Suites	Nar Narayan Dev. Laramie Inc.	Ketan Chaudhari	1767 N Banner Rd	<u>Laramie</u>	~~LARAMIE~~ <u>Wyo</u>	~~WYOMING~~ 82072	~~82072-6794~~ (307)
B/W Pioneer	Tom & Valerie Wasserburger	Tom Wasserburger	731 S Main St	<u>Lusk</u>	~~LUSK~~ <u>Wyomin</u>	~~WYOMING~~ 82225	~~82225-4677~~ (307)
B/W Pinedale Inn	Executive Inn	~~Rebecca McCoy~~ <u>Patty</u>	864 W Pine St	<u>Pinedale</u>	~~PINEDALE~~ <u>Wyo</u>	~~WYOMING~~ 82941	~~82941-4677~~ (307)
B/W Cotton <u>Tree</u> Inn	RAWCT, LLC	Jeremy <u>J</u> Petersen	2221 W. Spruce	<u>Rawlins</u>	~~RAWLINS~~ <u>Wyo</u>	~~WYOMING~~ 82301	~~82301-5149~~ (307)
B/W Outlaw Inn	Teton 8 Stone LLC	Devin <u>S.</u> Singh	1630 Elk St	<u>Rock Springs</u>	~~ROCK SPRINGS~~ <u>Wyo</u>	~~WYOMING~~ 82901	~~82901-4031~~ (307)
B/W Sheridan Center	Wyoming Resorts LLC	Karen <u>E.</u> Schumacher	612 N Main	<u>Sheridan</u>	~~SHERIDAN~~ <u>Wyo</u>	~~WYOMING~~ 82801	~~82801-3632~~ (307)
B/W Plus Plaza Hotel	SONA LLC	Walter Barela	116 E Park St	<u>Thermopolis</u>	~~THERMOPOLIS~~ <u>W</u>	~~WYOMING~~ 82443	~~82443-2449~~ (307)
B/W Torchlite	~~B/W of Wheatland LLC~~ <u>GS Group</u>	~~Margaret~~	1809 N 16th St	<u>Wheatland</u>	~~WHEATLAND~~ <u>Wy</u>	~~WYOMING~~ 82201	~~82201-3241~~ (307)

Membership Agreement Signed But Hotel Not Open as of 11/30/24

Membership							
Hotel Franchisee Name	Member Entity	Member Contact	Address	City	State/Pro	Zip/Postal	Phone
B/W Ontario Mills Mall C-AL250	Verdant Ontario Mills, LLC	Ashutech Sharad-Kadakia	4395 Ontario Mills Pkwy NE	Ontario Demopoli	CA Alaba	91764-510536	(909)-
EOD Winter 2024 Aiden by BW Downtown Sacramento	SJ Hospitality, Inc.	Suresh C. Patel	1111 H St Tiger Ln	Sacramento	CA	95814-2849	(909)-000-0000
P/C CA683 L251	Firth Investments I, LLC	Amar Patel	Northeast SE a Quadrant of Plum	Redlands Oxford	CA Alaba	9175436203	(909)-
Hinton Dr							
EOD FALL 2024 B/W Montrose Inn Phoenix Sky	Belleclaire Hotels, LLC	Surinder-Rochan	21004702 E Main St University	Montrose Phoenix	CO Arizon	81401-383485	(480)00
P/C - AZ280			NE Quadrant of I-8 and S	Yuma	Arizona	85367	N/A
P/C - CA689			SW Quadrant of Taft Hwy & Golden State Hwy	Bakersfield	Californi a	93313	N/A
EOD WINTER 2025 B/W Mystic Encinitas	Stonington Hospitality-	Mukesh Patel	48 Whitehall Ave 133 Encinitas	Mystic Encinitas	CA Califor	06355-196792	(8760)
SureStay Plus by Best Western Orlando Lake Buena	Jumani Hospitality Group,	Fahad Jumani	8200 Palm SW quadrant of	Orlando Sacrame	FL Califor	22826-642795	(407)-
Elkhorn Blvd							
SureStay Plus by Best Western Vero-	Sakhi-2 LLC	Pritesh Patel	9330 10th Ln 71487 Twentynine	Vero-	FL Califor	32966277-	(77260)
EOD Spring 2025 B/W Premier (name to be	om1961 Inc.	Savan Patel	2260 US Highway 98 N	Lakeland	FL	22805-2144	(863)-688-8080
P/C FL557	Pristine Hotels, LLC	Beejal Patel	SE Quadrant of Ohio Ave N & Interstate 10	Live Oak	FL	32060	(909)-000-0000
P/C FL558 C - CA688	Pristine Hotels, LLC	Beejal Patel	SW Quadrant of Ohio Ave N &	Live	FL Califor	3206092277	(909)-
Executive Residency by Best Western Victorville							
B/W Atlanta Cumberland/Galleria Hotel Limon	JAYB HOLE LLC	Harikrushna Bhagat	251208 Winchester Pkwy SE 6th St	Smyrna Limon	GA Colora	30080-654180	(67819)
EOD Fall 2024 B/W Plus Name TBD of Crestview	Manish, Inc.	Narayan Patel	10510 Lake Spivey Pkwy Cracker	Stockbridge Crestvi	GA Florid	2028132536	(909)-
P/C GA400 C-FL566	Locust Grove Hospitality-	Nitigna Masmukhbhai Patel	N SE Quad of Bill Gardner Pkwy and	Locust Grove Miami	GA Florid	2024833166	(909)-
Palmetto Expy							
P/C-FL561			NE Quadrant of Westwood	Orlando	Florida	32821	N/A
EOD Summer 2024 BW Bolingbrook Inn	Aanya Hospitality, LLC	Deepak Kumar Patel	520 S Bolingbrook International	Bolingbrook	IL	60440-3504	(630)-979-9797
B/W Heartland Inn at the Peachtrees	Heartland Hospitality LLC	Manish Patel	1416 Broadway Ave E 330 W	Mattoon Atlanta	IL Georgi	61930308-4	(217404)
B/W Schaumburg 702 Hare NW	Shree Ishak Corporation	Sahil Patel	1730 E Higgins Rd	Schaumburg	IL	60173-5114	(909)-000-0000
EOD Fall 2024 BW Elgin Chicago	Sahana Hotels, LLC	Romin Patel	2175 Marriott Dr	West Dundee	IL	60118-9182	(847)-429-0200
P/C KS136 C-GA411	16Tons, LLC	William Cunningham	N SW Quadrant of Comanche and	Dodge	KS Georgi	30213	(909)-
SureStay Plus by Best Western Hopkinsville	S&P Group, LLC	Hemal Patel	4101 Fort Campbell Blvd Tree	Hopkinsville	KY	42240-4946	(270)-874-2680
SureStay B/W Plus by Best Western Louisville Airport	Sai Louisville Airport Expo-	Virendra Patel	4125 Preston Hwy 700 N	Louisville Jekyll	KY Georgi	40213-16527	(50912)
EOD GL7 Best Western Paducah	Parky, LLC	Ajay Patel	NW SE Quadrant of Coleman	Paducah McDono	KY Georgi	42001-651630	(909)-
Indian Pkwy							
EOD SUMMER 2024 B/W Caribou Plus Rose City	Country Host Inn, Inc.	Scott LaFleur	1033 Main Liberty St	Caribou Thomasvi	ME Georg	04726-415931	(20729)
EOD Spring 2025 Bhagat Hotels Stone	Byron Center Hospitality-	Sarah Pfeiffer	8282 Pfeiffer Farms Dr SW 1819	Byron-	ME Georgi	49215-828830	(616770)
EOD FALL 2024 B/W name TBD Signature	Root Hospitality, LLC	Lal Patel	303 Pelzer St	Winona	MN	55987-1927	(507)-474-7700
EOD Summer 2024 B/W Courtview Hotel St. Louis	US 65 Hotel Properties-	Gordon A. Elliott	2370 E Battlefield Rd 150 Ludwig	Springfield Fairvie	MO Illinoi	65804-404962	(46178)
SureStay Plus by Best Western	Fenton Park Investments-	Hiral Harichkum Parikh	1680 Fenton Business Park Ct 1429	Fenton Forsyth	MO Illinoi	63626535-2	(636217)
EOD FALL 2024 B/W Plus D'iberville Rock Falls Inn	Biloxi Investment Group-	Mukesh (Mike) Madhavlal	11969 Bobby Eleutrus Blvd 2105 1st	Diberville Rock	MS Illinoi	29540-876761	(909815)
EOD Fall 2024 B/W Plus Jackson International Airport	Southern Hotels, LLC	Jayesh C Patel	222 Airport Rd S 990 Connolly Ct	Pearl Park City	MS Kansa	29208-669467	(60316)
B/W Helena/Capitol Hotel Best Western Kenner	Entity to be formed	Balbir S. Gosai	127140 11th Idaho Ave	Helena Kenner	MT Louisi	59601-466470	(909)-

Membership Agreement Signed But Hotel Not Open as of 11/30/24

B/W ~~Kernersville~~ Brooklyn Center Hotel & ~~OM SAI Hospitality LLC~~ ~~Pranav Patel~~ ~~1570 NC Highway 66 S~~ 2200 ~~Kernersville~~ Brookl ~~Nc~~ Minne ~~27284-3552~~ 55 (763~~36~~)

Membership Agreement Signed But Hotel Not Open as of 11/30/24

Franchisee Name	Address	City	State	Zip	Phone
~~EOD-Winter 2025~~ B/W ~~Greensboro Coliseum Inn~~ <u>Plus</u>	GM-GSO, Inc. Vimal Patel	~~20101 Veasley St~~ <u>International</u>	~~Newark~~	~~Greensboro~~	~~27407-1146-~~ (973)36
B/W ~~Rutgers University Hotel~~ (name TBD)	Gayatrima LLC Preyas Patel	~~195 Route 18~~ <u>7630 Pan</u>	~~Albuquerque~~	~~East Brunswick~~	~~8710881-9-4~~ (732)505
~~B/W Halite Inn~~ <u>Aiden by Best Western Long</u>	Markita Inn, Inc Jim Thorpe	~~38-1e57 N Service Rd~~ <u>9th St</u>	~~Long Island~~	~~Calera~~	~~74730-1806~~ <u>11</u> (571)80
<u>P/C-NY327</u>	<u>NE Quadrant of Dolson Ave</u>	<u>Middletown</u>	<u>New York</u>	<u>10940</u>	<u>N/A</u>
~~B/W Columbia River Waterfront Hotel~~ Astoria	~~Columbia River Hotel-~~ Jackie Lee Neves	~~3420 Leif Erickson~~ <u>Issek Dr</u>	~~Astoria~~	~~97103-2425~~	~~(503) 235-2000~~
~~B/W Plus Heritage Rail Inn & Suites~~ <u>C-NY325</u>	~~Bergen Hospitality LLC~~ Sagar V. Shah	~~140 Leaders Heights~~ <u>NW Quadrant</u>	~~New Hartford~~	~~PA~~ <u>New</u>	~~17403-5121~~ <u>13</u> (717)-
~~B/W Carlisle South~~	~~Bliss Hospitality LLC~~ Vimal Harivadanbhai Patel	~~101 Alexander Spring Rd~~ <u>Genesee St</u>	~~Carlisle~~	~~17015-6053~~	~~(717) 386-5156~~
B/W ~~Erie~~ <u>Potsdam University Park Inn &</u>	~~Windsor Hospitality LLC~~ ASHOK Patel	~~8040 Oliver Rd~~ <u>1 Main St</u>	~~Potsdam~~	~~Erie~~	~~136509-476-~~ (900)315
~~EOD-Fall 2024~~ B/W ~~Plus Bluffton / Hilton Head~~	~~Premier Atlantic~~ Jatin Kumar P Patel	~~12590 Okatie Village~~	~~Lima~~	~~Bluffton~~	~~29909~~ <u>45801-</u> (000)-
<u>Executive Residency by Best Western Philadelphia-</u>	<u>250 Business Center Dr</u>	<u>Horsham</u>	<u>Pennsylv</u>	<u>19044-340</u>	<u>(215)</u>
~~EOD-Fall 2024~~ B/W ~~Manchester~~ <u>Willow Grove</u>	~~Shradha J, LLC~~ Satish Patel	~~126 Expressway Dr~~	~~Manchester~~	~~37355-7378~~	~~931-728-7551~~
P/C-TN3 <u>SC2038</u>	Jay Ram Wilson, LLC Monarch Desai	~~NW~~ <u>SE</u> Quadrant of ~~HWY 109 N &~~	~~Anderson~~	~~Lebanon~~	~~37090~~ <u>29621-</u> (000)-
P/C-TN3 <u>3533</u>	Jay Ram Wilson, LLC Monarch Desai	~~NW~~ Quadrant of ~~HWY 109 N &~~	~~Clarksville~~	~~Lebanon~~	~~37090~~ <u>43</u> (000)-
<u>Interstate 24</u>					
~~The Addison Hotel, SureStay Collection by Best~~	~~Weinfund III, LLC~~ Marc D. Weinstein	~~4505 Beltway Dr~~ <u>825 N</u>	~~Brownsville~~	~~Addison~~	~~7852001-85~~ (972)56
~~EOD-Fall 2024~~ B/W ~~Premier Houston Downtown/Conv Cter~~	~~North American~~ Manzeer Syed Hasan	~~1810 Bell St~~ <u>600 W Hale Ave</u>	~~Decatur~~	~~Houston~~	~~77003-4206~~ <u>76</u> (713)-
~~SureStay~~ <u>Aiden</u> by Best Western ~~Bryan College~~	~~Hibiscus Hotels, LLC~~ Neil Ratanji	~~461240 S Texas Ave~~ <u>Gateway</u>	~~El Paso~~	~~Bryan~~	~~7789905-2-~~ (979)-
<u>SureStay Plus by Best Western San Antonio</u>	<u>143 Richland Hills Dr</u>	<u>San Antonio</u>	<u>Texas</u>	<u>78245-245</u>	<u>(210)</u>
~~B/W Texas City~~ <u>SeaWorld</u>	~~Yellow Sapphire~~ Aman Hareesh Patel	~~10620 Emmett F Lowry Expy~~	~~Texas City~~	~~77591-2658~~	~~(409) 986-6600~~
B/W ~~Plus Sugar Land/Stafford~~ <u>Naples/Vernal Inn</u>	~~Shree Property~~ Ketan R Patel	~~14444 Southwest Fwy~~ <u>1935 S 1500 E</u>	~~Sugar Land~~	~~77840~~ <u>078-500</u>	~~(434) 65~~
~~SureStay Plus by Best Western Beaumont~~ <u>P/C-UT173</u>	~~Beaumont Hotel LLC~~ Subhash Patel	~~2155 N 11th~~ <u>SW Quadrant of 1470 E St & 170 S St</u>	~~Beaumont~~	~~77703-4911~~ <u>84</u>	~~(409)-~~ 898-8150 <u>N/A</u>
P/C-TX9 <u>VA2724</u>	~~QM Muketeshwar, LLC~~ Avich Patel	~~N~~ <u>W</u> Quadrant of ~~Cullen Blvd~~ <u>& Brandon Ave</u> <u>SW</u> Sam Houston	~~Roanoke~~	~~Houston~~	~~77024~~ <u>018</u> (000)- 000-0000 <u>N/A</u>
P/C-UT172 <u>C - WA289</u>	~~Akal Purkh, LLC~~ Taranjit Singh	~~N~~ <u>W</u> Quadrant of ~~S Main St &~~	~~Moses Lake~~	~~Nephi~~	~~98837~~ (000)-
~~B/W Kennewick Tri Cities Center~~	~~Core Hotels Corp~~ Gurbir Sandhu	~~602 N Young St~~ <u>Broadway Ave</u>	~~Tacoma~~	~~Kennewick~~	~~99336-7736~~ (509) 396-9979
~~EOD-WINTER 2025~~ B/W ~~Plus Skagit Valley - Burlington~~	~~BKOB LLC~~ Sung Bae	~~900 Andie Rd~~ <u>2611 E E St.</u>	~~Tacoma~~	~~Burlington~~	~~98223~~ <u>98421-</u> (253)60
<u>Downtown Tacoma</u>					
~~P/B~~ <u>C-WA284</u> <u>W name to be determined</u>	~~Lincoln Investments, LLC~~ Kamaljit (Kam) Singh	~~SE Quadrant of Keene Rd & Lincoln~~	~~Mineral Wells~~	~~Richland~~	~~99354~~ <u>26150-</u> (300)4
<u>P/C - WI219</u>		<u>NW Quadrant of WI-46 &</u>	<u>Amery</u>	<u>Wisconsi</u>	<u>54001</u> <u>N/A</u>

Left System Between 12/1/22 and 11/30/23

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

Left System Between 12/1/23 and 11/30/24

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

Hotel Name	Member Entity	Hotel Name	Member	Franchi	City	State/Provin	Phone
PREMIER GRAND CANYON SQUIRE INN	DNC Parks & Resorts	Tusayan Hotel, Inc.	Big Jim		GRAND-	ARIZONA	(928)909
TUCSON INT'L AIRPORT HOTEL & SUITES	Guru Mehaaar	Plus Desert Poppy Inn	En Mohkam		TUCSON	ARIZONA	(520)661
PLUS MESA	MK BW-Mesa LLC	Plus Airport Inn & Suites	Mehulkumar		MESA	ARIZONA	(480)510
HILLSIDE INN	THE HILLSIDE INN INC.		Rakesh Patel		CLINTON	ARKANSAS	(501)-
ENCINITAS INN & SUITES AT MOONLIGHT	LVM CALIFORNIA CORPORATION	Sonoma	Vijay Daya	Aaron	ENCINITAS	CALIFORNIA	(760)7
JOSHUA TREE HOTEL & SUITES	SS	Plus North Haven Hotel Corporation	Steven		YUCCA-	CALIFORNIA	(760)203
MOUNTAIN SHADOWS	Landingstar Hospitality LLC	University Inn	Wei Liu		DURANGO	COLORADO	(970)561
PLUS DENVER TECH CENTER HOTEL	DTC Hotel, LLC	Crystal River Resort	Phillip		GREENWOOD-	COLORADO	(303)52
PLUS EXECUTIVE RESIDENCY-	Denver Hotels, LLC	Sugar Sands Inn & Suites	Nupen		DENVER	COLORADO	(385)03
Airport Inn			Vijay Patel		Fort Myers	Florida	(239)
COCOA INN	M & R HOTEL GROUP LLC	Southside Hotel &	Reepal		COCOA	FLORIDA	(321)904
CASTILLO DEL SOL	Embassy Investments XV, LLC	On the Bay Inn	Mihirkumar		ORMOND-	FLORIDA	(386)05
INTERNATIONAL DRIVE—ORLANDO	AD1-Orlando Hotels, LLC	West	Alex		ORLANDO	FLORIDA	(407)
ORLANDO THEME PARKS	Westwood Operating VIII LLC	Airport Inn &	Shailesh		ORLANDO	FLORIDA	(407)
PLUS SIESTA KEY GATEWAY	M&M Lodgings, LLC	Orlando East Inn &	Maria		SARASOTA	FLORIDA	(941)07
PREMIER JACKSONVILLE HOTEL	4700 Salisbury Property Owner LP	Plus	Joseph		JACKSONVILLE	FLORIDA	(970)46
PLUS HOTEL & SUITES AIRPORT SOUTH	Neer Developers	Southlake Inn	Shaukat		COLLEGE-	GEORGIA	(770)
PLUS WINDSOR HOTEL	Windsor Hotel Americus, Inc.	Plus North	Sharad		AMERICUS	GEORGIA	(912)29
PLUS CARROLLTON HOTEL	RTS Decatur Lodge, LLC	Premier Alton-St.	Tushar		CARROLLTON	GEORGIA	(770)618
PIONEER INN	Maui Venture		James Lennon		LAHAINA	HAWAII	(808)-
REGENCY INN	Dev Hospitality Inc.	Plus Green Mill Village	Dinesh		DANVILLE	ILLINOIS	(217)
CHICAGO SOUTHLAND	HD Hospitality, Inc.	Chester Hotel	Chirag	Deepak	OAK-	ILLINOIS	(708)618
WOODSTOCK INN	Swarup Inc		Bhavik Patel		WOODSTOCK	ILLINOIS	(815)-
INN & SUITES OF MERRILLVILLE	NSP INC	Plus Hyde Park Chicago Hotel	Sanjay	Rohit	MERRILLVILLE	INDIANA	(219)773
AIRPORT SUITES	SWAGAT HOSPITALITY CORP	Plus Louisville	Praful		INDIANAPOLIS	INDIANA	(381)72
PLUS ATREA AIRPORT INN & SUITES	Ankitami Hospitality LLC	Plus Portage Hotel &	Bipin	Ronak	PLAINFIELD	INDIANA	(321)79
REGENCY INN	DADA HOSPITALITY LLC	Plus Coralville Hotel	Umangkumar		MARSHALLT	IOWA	(643)19
PIONEER INN & SUITES	Angira LLC		Mayank Patel		GRINNELL	IOWA	(641)-
PLUS WEST LAWRENCE	ILS, 6, LLC	Starlite Village	Steven Joseph		LAWRENCE	KANSAS	(785)15
HOPKINSVILLE	S&P Group, LLC	Airport Inn	Jitendrakumar	Bh	HOPKINSVILLE	KENTUCKY	(270)318
COLUMBIA	Virdada Hospitality Inc.	New Orleans East	Deepak		COLUMBIA	KENTUCKY	(275)04
SOMERSET	AKSHAR INC.	False River Hotel	Ameet		SOMERSET	KENTUCKY	(606)225
COVINGTON	Jalaram Covington LLC	Merrimack Valley	Dhaval Kumar		COVINGTON	LOUISIANA	(978)5
INN AT COUSHATTA	Milford	Inn at Coushatta LLC	Vicki		KINDER	LOUISIANA	(337)508
PLUS AIRPORT INN & SUITES	RMP Properties of Valdosta LLC	Plus of Birch	Manoj Kumar	Bha	SHREVEPORT	LOUISIANA	(337)989
LSU/MEDICAL CORRIDOR INN & SUITES	BRLA Enterprises LLC	Hospitality Hotel &	Bindiya		BATON-	LOUISIANA	(225)616
AT HISTORIC CONCORD	BW Concord	Plus Bloomington Hotel LLC	Ashok		CONCORD	MASSACHUS	(978)52
PLUS EXECUTIVE RESIDENCY FRANKLIN	Giri Franklin, LLC	Eden Prairie Inn	Ashish		FRANKLIN	MASSACHUS	(950)82

PLUS HOLLAND INN & SUITES
PREMIER NICOLLET INN
PLUS SPIRIT MOUNTAIN DULUTH
RICHLAND INN & SUITES
WARRENSBURG INN

Holland Inn and Suites Cypress Creek
YBR Properties Burnsville LLC Country Inn -
Hariom Hospitality Seven, LLC War Bonnet Inn
Jay Prabhu Corp Burlington Inn
Doro Inc. Plus Executive Suites

~~Tushar~~
~~Jamie~~
~~Hiren~~ Roshan
~~Kalpna~~ Amit
~~Dorothy~~

HOLLAND Bilo
BURNSVILLE Ka
DULUTH Miles
RICHLAND Wes
WARRENSBUR

MICHIGAN Mi (616 228)
MINNESOTA (952 816)
MINNESOTA (218 406)
MISSISSIPPI N (601 19)
MISSOURI Ne (665 05)

Left System Between 12/1/23 and
11/30/24

Hotel Name		Member	Franchis	City	State/Provinc	Phone
PLUS JACKSON/CAPE GIRARDEAU	Midwest Hospitality Group LLC	Jayesh Patel		JACKSON	MISSOURI	(573) 987-5501
RIVERVIEW INN & SUITES	SHENA LLC	Bharat Patel		RAHWAY	NEW JERSEY	(732) 381-7650
PLUS PORTALES INN	Ambience Hospitality 1 LLC	Parin Kumar		PORTALES	NEW MEXICO	(575) 226-3996
THE INN AT BUFFALO AIRPORT Plus Lockport	Bhavani Group Inc	JRayjesh		CHEEKTOWAGA L	NEW-	(716)
PLUS SARATOGA SPRINGS Woodbury Inn	BWPSS Holdings LLC	Robert S-		SARATOGA-	NEW-	(518) 6
PLUS ARENA HOTEL Plus Cary Inn - NC State	Mukeshwar LLC	Mukeshkumar-		BROOKLYN Cary	NEW-	(718) 189
PLUS EAST SYRACUSE INN Plus	JML HOSTELS LLC	Apurv-		EAST-	NEW-	(315) 704
OCEAN REEF SUITES Smithfield Inn	Ocean Reef Hotel LLC	Hiren Anand		KILL DEVIL-	NORTH-	(252) 919
PLUS GREENSBORO/COLISEUM AREA Plus	M-R Lodging, LLC	Janak Nayan		GREENSBORO Wi	NORTH-	(336) 910
PLUS DAYTON NORTHWEST	DAYTON HOTELS LLC	Abhijit Vasani		ENGLEWOOD	OHIO	(937) 832-2222
PLUS DAYTON SOUTH	Dayton Hotels 2 LLC	Abhijit Vasani		DAYTON	OHIO	(937) 291-0284
MONROE INN	Barjrang LLC	Chiragkumar Patel		MONROE	OHIO	(513) 539-4400
PLUS UNIVERSITY INN	OCEAN HOSPITALITY LLC	Rajinder Singh		MARION	OHIO	(740) 389-1998
PLUS NORMAN Plus Oklahoma City	ILS 5, LLC	Steven Joseph-		NORMAN Oklah	OKLAHOMA Ok	(405)
INN AT THE MEADOWS Plus Philadelphia	Trimark 2016 Arizona-	Martha-		PORTLAND Bens	OREGON Penn	(215) 503
ASTORIA BAYFRONT HOTEL Plus Erie Inn &	GENESIS ASTORIA LLC	Nicole-		ASTORIA Erie	OREGON Penn	(503) 814
PREMIER PEPPERTREE INN AT BEND	Bend Peppertree Hospitality,-			BEND	OREGON	(541) 283-3360
WILLIAMSPORT INN	Williamsport Hospitality LLC	Kuljeet Singh		WILLIAMSPORT	PENNSYLVANIA	(570) 326-1981
HARRISBURG HERSHEY HOTEL	Prayosha Hospitality Inc	Alpa Patel		HARRISBURG	PENNSYLVANIA	(717) 652-0101
CARLISLE SOUTH	SunnyDev, Inc.	Neil Patel		CARLISLE	PENNSYLVANIA	(717) 386-5156
MONROEVILLE PITTSBURGH EAST Grove City	Big Jim Plaza LLC	Jayesh Gosai Syed		MONROEVILLE G	PENNSYLVANIA	(724) 412
OCEAN BREEZE INN Plus Harrisburg East Inn &	HH Lemoyne Operating VIII-	Baljit Johl Jigar		HILTON HEAD-	SOUTH-	(843) 717
PLUS ARBOUR INN & SUITES	Kamalaamrut Hotel, LLC	Pathik Patel		EAST RIDGE	TENNESSEE	(423) 893-7979
TRAIL DUST INN & SUITES Plus The Inn at King	PROXIMA HOSPITALITY LLC	Ketankumar-		SULPHUR-	TEXAS Pennsylv	(961) 03
DECATUR INN Plus Executive Residency	Sunlight Partnership LLC	Mital Amit Patel		DECATUR Pottst	TEXAS Pennsylv	(946) 10
ROUND ROCK Plus Columbia North East	AMM THREE BWRR, LLC	Agrama-		ROUND-	TEXAS South	(512) 803
BW INN OF NAVASOTA Tree City Inn	RAM LLC	Yash-		NAVASOTA McM	TEXAS Tenness	(936) 61
LA HACIENDA INN Plus Bonham	Ravish and Jai Inc	Uttam Patel G.K.		KAUFMAN Bonh	TEXAS Texas	(972)-
TEXAS CITY I-45	Yellow Sapphire Hospitality,-	Aman Patel		TEXAS CITY	TEXAS	(409) 986-6600
PLUS JFK INN & SUITES Premier Energy	CBBK Hospitality, LLC	Sanjay-		HOUSTON Katy	TEXAS Texas	(281)
PLUS SEABROOK SUITES Plus Longview -	Pommel Meadows Hospitality-	Danish-		SEABROOK Long	TEXAS Texas	(281) 903
RED RIVER INN	Reliance MAR BEST LLC	Haresh Surti		BURKBURNETT	TEXAS	(940) 569-9707
PLUS HOUSTON I-45 NORTH INN & SUITES	Top Hospitality LLC	Chenglun Huang		HOUSTON	TEXAS	(832) 230-1495
PLUS DALLAS LOVE FIELD NORTH HOTEL	Vivek & Jay TX LLC	Kalpesh Patel		DALLAS	TEXAS	(972) 484-6557
PLUS SUGAR LAND HOUSTON Premier	Nouveau Investments, LLC	Edward Ly		SUGAR-	TEXAS Texas	(281)
BW PLUS WESTHEIMER WESTCHASE INN &-	VD Patel Family Company, LLC	Ashik Devon Patel		HOUSTON San	TEXAS Texas	(832) 210
BW PLUS SAM HOUSTON INN & SUITES Plus	Shiv SRJ LLC	Gaurang Jayantku		HOUSTON Wood	TEXAS Texas	(281) 54
PREMIER BRIAN HEAD HOTEL & SPA West	BHBW Lodging LLC	James H. Coleman-		BRIAN-	UTAH Utah	(435) 801
CULPEPER INN Aquia/Quantico Inn	Garden Hotels LLC	Naven Kang Pratik		CULPEPER Staffo	VIRGINIA Virgi	(540)
PLUS SKAGIT VALLEY INN AND CONVENTION-	Kaelee Corporation	Okae-Lee Hitesh		MOUNT-	WASHINGTON	(360) 757
MOUNTAINEER INN Charleston	Star City Hospitality, Inc.	Asmita V.-		MORGANTOWN	WEST-	(304)
PREMIER WATERFRONT HOTEL &-	1-N. Main LLC	Richard Batley		OSHKOSH	WISCONSIN	(920) 230-1900
PLUS CONDADO PALM INN	Condado Palm, LLC	Henry Neumann		SAN JUAN	PUERTO RICO	(787) 721-9500

Transferred Hotels Between 12/1/23 and 11/30/24
~~Transferred Hotel Between 12/1/22 and 11/30/23~~

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

Hotel Name	Member-EntityFranchisee	Member-	CityState	State/ProvinceZi	Phone
B/W ~~University~~ Athens Inn	~~AAARD-LLC~~ Jasak Patel	~~Sanjay-~~	~~Tuscaloosa~~ Al	~~AL~~ 35611-4405	~~(2056)~~
B/W ~~Dothan Inn & Plus~~ Tuscumbia/Muscle	~~Shree Ganeshji, LLC~~ Rajesh	~~Jitendrakumar-~~	~~Dothan~~ Alaba	~~AL~~ 35674-7365	~~(334256)~~
B/W Plus ~~Pioneer Park~~ Birmingham Inn & Suites	~~Pioneer Park Hospitality-~~	~~Gregory-~~	~~Fairbanks~~ Ala	~~AK~~ 35242-5405	~~(92075)~~
B/W ~~Sonora Inn & Suites~~ Montgomery I-85 North	~~Sonoran Sky Lodging-~~	~~Harvir-~~	~~Nogales~~ Alab	~~AZ~~ 36106-2904	~~(520334)~~
B/W Plus ~~Yuma Foothills Inn & Suites~~ Chena River	~~JSC Yuma Inc.~~ Ben Shilling	~~Jasjit-~~	~~Yuma~~ Alaska	~~AZ~~ 99709-4678	~~(92807)~~
B/W ~~Hope~~ Rancho Grande	~~Diwan Best Western Hope-~~	~~Abdulaziz-~~	~~Hope~~ Arizon	~~AR~~ 85390-1484	~~(92870)~~
B/W ~~Aspen Hotel~~ Paint Pony Lodge	~~Ishani Hotel LLC~~ Vijay	~~Pinakin Patel~~ Show	~~Fort-~~	~~AR~~ 85901-5813	~~(47928)~~
B/W ~~Andersen's~~ Phoenix Goodyear Inn	~~Ranchhodrai Inc.~~ Rupinder	~~Dylan-~~	~~Santa-~~	~~CA~~ 85338-1283	~~(62093)~~
B/W ~~Tradewinds~~ Parker Inn	~~Tradewinds 805-~~	~~Lori Lascola~~ Parker	~~Morro-~~	~~CA~~ 85344-5142	~~(92805)~~
B/W ~~Plus Executive~~ Jacksonville Inn & Suites	~~DP Hotels Investment,-~~	~~Gurjinder-~~	~~Manteca~~ Arka	~~CA~~ 72076-3157	~~(25091)~~
B/W ~~Oceanside~~ Petaluma Inn	~~BWOC168 LLC~~ Satishkumar	~~Xiao-~~	~~Oceanside~~ Cal	~~CA~~ 94954-3506	~~(7607)~~
B/W Plus ~~Loveland~~ Garden Court Inn	~~Ouro Loveland LLC~~ Poras	~~Nikhil-~~	~~Loveland~~ Cali	~~CO~~ 94538-1049	~~(97510)~~
B/W ~~Grande River Inn & Suites~~ at Palm Springs	~~KB Clifton LLC~~ Christopher	~~Rajesh-~~	~~Clifton~~ Califo	~~CO~~ 92264-8343	~~(9760)~~
B/W ~~Tampa~~ Plus Hacienda Hotel Old Town	~~Mosi Hotels Inc.~~ James Woo	~~Bharat Patel~~ San	~~Tampa~~ Califo	~~FL~~ 92110-2866	~~(86139)~~
B/W ~~Plus Orlando East-UCF Area~~ Arcata Inn	~~Polaris Hospitality-~~	~~Jasbir-~~	~~Orlando~~ Calif	~~FL~~ 95521-4693	~~(4707)~~
B/W ~~Country Inn & Suites of Macon~~	~~Kirti Enterprises Inc.~~ Ashok	~~Avi Bharat-~~	~~Macon~~ Califo	~~GA~~ 95540-9552	~~(47807)~~
B/W Inn & Suites ~~San Mateo - San Francisco~~ Airport	~~Komal Enterprises,-~~	~~Minesh Patel~~ San	~~Byron~~ Califor	~~GA~~ 94401-1236	~~(478650)~~
	~~Creative Hospitality Group-~~	~~Raj Shah~~ Brawley	~~Duluth~~ Califo	~~GA~~ 92227-9504	~~(7760)~~
B/W ~~Plus Meridian~~ San Bernardino Hotel	~~RaMa Lodging Group-~~	~~Ravi Patel~~ San	~~Meridian~~ Cali	~~ID~~ 92408	~~(29089)~~
B/W ~~Clearlake Plaza~~ Ontario Mills Mall	~~Gold Star Management-~~	~~Minesh-~~	~~Springfield~~ Ca	~~IL~~ 91764-5105	~~(217909)~~
B/W ~~Prairie University Inn & Conference Center~~	~~Kohiman Properties-~~	~~Nayankumar-~~	~~Galesburg~~ Col	~~IL~~ 80524-3033	~~(39709)~~
B/W ~~Pontiac~~ Plus Carousel Inn & Suites	~~Sadhguru Corp Inc.~~ Minakshi	~~Tusshar-~~	~~Pontiac~~ Color	~~IL~~ 80807-1128	~~(87159)~~
B/W ~~Plus Peoria~~ Canon City	~~Raj Shayamaji LLC~~ Stephen A	~~Dilip Patel~~ Canon	~~East-~~	~~IL~~ 81212-8101	~~(30719)~~
B/W ~~Premier Alton St. Louis Area Hotel~~ Starke	~~NTR Investment LLC~~ Smita	~~Rinkesh-~~	~~Alton~~ Florida	~~IL~~ 32091-2116	~~(618904)~~
B/W Plus ~~North Joliet~~ Ambassador Suites Venice	~~Ohm Shreeji IV, Inc.~~ Jacob	~~Rashmikant-~~	~~Joliet~~ Florida	~~IL~~ 34292-1647	~~(89415)~~
B/W Plus ~~Brandywine Inn & Suites~~ Orlando East-	~~Ross Hospitality~~ Kamal Faizi	~~Prakash-~~	~~Monticello~~ FI	~~IN~~ 32826-2706	~~(57407)~~
B/W ~~Plus French Lick~~ Executive Inn	~~French Lick Hospitality-~~	~~Bhavesch Chandrkant-~~	~~French-~~	~~IN~~ 39828-3739	~~(81229)~~
B/W ~~Kokomo Hotel~~ Allatoona Inn & Suites	~~PKPV13, LLC~~ Pavan Dinesh	~~Pankajkumar (PK)-~~	~~Kokomo~~ Geor	~~IN~~ 30121-5212	~~(76570)~~
B/W Plus ~~Patterson Park~~ Rose City Conference	~~Reliance LLC~~ Viral Patel	~~Hemant-~~	~~Arkansas-~~	~~KS~~ 31757-3512	~~(62029)~~
B/W ~~Coffeyville Central Business District Inn and~~	~~Mahakali Investment Kansas-~~	~~Pareshkumar-~~	~~Coffeyville~~ Illli	~~KS~~ 62294-1387	~~(62018)~~
B/W ~~Richmond Hotel~~ Delta Inn	~~Prosper Hospitality LLC~~ Hiren	~~Hardik-~~	~~Richmond~~ Illin	~~KY~~ 62401-1787	~~(859217)~~
B/W ~~University Inn~~	~~ANP Lodging LLC~~	~~Ajay Patel~~	~~Murray~~	~~KY~~	~~(270) 873-8167~~
B/W Plus ~~Bowling Green~~ Parkside Inn & Suites	~~Shree Ganesai LLC~~ Neil	~~Shnehalkumar-~~	~~Bowling-~~	~~KY~~ 62450	~~(270618)~~
B/W ~~False River Hotel~~ Elkhart Inn & Suites	~~Doolys Hospitality Inc~~ Parth	~~Manjot-~~	~~New-~~	~~LA~~ 46514-6740	~~(22574)~~
B/W ~~Freeport~~ Plus Covered Bridge Inn	~~The Inn at Freeport-~~	~~Matthew-~~	~~Freeport~~ Indi	~~ME~~ 47834-7510	~~(81207)~~
B/W ~~Sault Ste. Marie~~ Plus Longbranch Hotel &	~~BW-SSM, INC~~ Mehul Patel	~~Mehul Patel~~ Cedar	~~Sault Sainte-~~	~~MI~~ 52402-3205	~~(31906)~~
B/W ~~Hospitality Hotel & Suites~~	~~Grand Hospitality LLC~~	~~Bakhshish Singh~~	~~Grand Rapids~~	~~MI~~	~~(616) 949-8400~~
B/W ~~Okemos/East Lansing Hotel & Suites~~	~~Best Hospitality Group, LLC~~	~~Daivin Bacall~~	~~Okemos~~	~~MI~~	~~(517) 349-8700~~

Transferred Hotels Between 12/1/23 and 11/30/24

B/W Montis Inn

Choseth MAA Group LLC

Vinay Gandhi

Saint Robert

MO

(573) 336-4299

Transferred Hotels Between 12/1/23 and 11/30/24

Hotel Name	Member-	Member-	CityState	State/ProvinceZi	Phone
B/W <u>State Fair Plus Omaha Airport Inn</u>	Sedalia Hotel Group	Karim	Sedalia Iowa	MO51510-1579	(66402)
B/W <u>St. Louis Kirkwood Route 66 Angus Inn</u>	Sabot Investments	Suhrobdjon	Saint	MO67530-4260	(314620)
B/W <u>Plus Sikeston Wakeeney Inn & Suites</u>	Tru Comfort Hospitality	Neel	Sikeston Kansa	MO67672-2605	(78573)
B/W <u>War Bonnet Emporia Inn</u>	Sai Miles City LLC Tejas	Roshan	Miles	MT66801-6181	(46206)
B/W <u>Golden Prairie Wilderness Trail Inn & Suites</u>	Falcon Montana Group	Bhavesh	Sidney Kentuck	MT40906-7317	(4606)
B/W <u>Hoover Dam Hotel ? SE Henderson,</u>	ADK Nevada Hospitality	Rubal	Boulder	NV42330-1701	(2702)
B/W <u>Plus Executive Court Lake Cumberland Inn &</u>	JNR Fund I SPE Manchester	Jignesh	Manchester Ken	NH42633-5949	(6036)
B/W <u>Mission of Alexandria Inn & Suites & Center</u>	GP Mission Inn NM	Ketankumar	Las	NM71303-4227	(575318)
B/W <u>The Inn at Rochester Airport Plus Dakota</u>	Shree Haree LLC Dilip	Jay Patel Gray	Plattsburgh Loui	NY70359-3334	(98518)
B/W <u>Plus Kingston Hotel and Conference</u>	Kayatin of Rochester	Yatin Patel Eagan	Rochester Minne	NY55122-3003	(65851)
B/W <u>Plus Kingston Hotel and Conference</u>	SARAS Hospitality	Shivani	Kingston Missou	NY65616-8104	(84517)
B/W <u>Lower South End Big Spring Lodge</u>	Leso Hospitality, LLC Pravin	Hitesh	Charlotte Misso	NC64850-2912	(70417)
B/W <u>Plus Yadkin Valley GranTree Inn & Suites</u>	Jonesville Hospitality 1	Husnain	Jonesville Monta	NC59715-2511	(33406)
B/W <u>St. Clairsville Plus Grand Island Inn & Suites</u>	Blackpearl Hotels,	Kishan Patel Grand	Saint	OH68801-8229	(74308)
B/W <u>Stateline Lodge Gregory Hotel</u>	KNB Hospitality,	Kalpesh	West Siloam	OK11209-4412	(9718)
<u>B/W Palmyra Inn & Suites</u>	<u>Harsh Patel</u>	<u>Palmyra</u>	<u>New York</u>	<u>14522-9701</u>	<u>(315)</u>
B/W <u>Charleston Inn of Murphy</u>	West Ashley BW Hospitality	Chirag	Charleston Nort	SC28906-5113	(84328)
B/W <u>Golden Spike Mountainbrook Inn & Suites</u>	Nexus Hospitality LLC Bakul	Suresh Suri Maggie	Hill City North	SD28751-9506	(605828)
B/W <u>Royal Inn Gastonia</u>	AAYAT LLC Alay Patel	Jenishkumar	Chattanooga Nor	TN28054	(70423)
B/W <u>Canton Inn Plus Wooster Hotel &</u>	ADHYA Hotels, LLC Sanjay	Akash	Canton Ohio	TX44691-4366	(90330)
B/W <u>Palestine Plus North Canton Inn & Suites</u>	BSSP Hospitality Inc. Rushil	Surinder Pahl North	Palestine Ohio	TX44720-7089	(90330)
<u>B/W San Marcos</u>	<u>TK Hospitality LLC</u>	<u>Ted Bhakta</u>	<u>San Marcos</u>	<u>TX</u>	<u>(512) 754-7557</u>
B/W <u>Club House Fostoria Inn & Suites</u>	MYDIYA LLC Haripriya	Jaiminkumar	Mineral	TX44830-1938	(94019)
B/W <u>Executive Dutch Valley Inn</u>	Arna LLC Manjula Patel	Roshan Bhakta New	Hallettsville Ohi	TX44663-9660	(36130)
B/W <u>Anthony/West El Paso Toledo South Maumee</u>	Sun City Hospitality	Dhruv	Anthony Ohio	TX43537-8655	(94159)
B/W <u>Lone Star Inn Plus Weatherford</u>	Wilkesboro Hospitality	Dilip	Edna Oklahoma	TX73096-5347	(361580)
B/W <u>Bowie Inn & Suites GLo Best Western Enid</u>	Raj & Sons Asit Patel	Jay Patel Enid	Bowie Oklahom	TX73701	(94580)
<u>B Center Hot B/W Premier Energy Corridor, r</u>	<u>BSD Hotels LLC Kanwar</u>	<u>Manjot Bains Keizer</u>	<u>Katy Oregon</u>	<u>TX97303-4442</u>	<u>(281503)</u>
<u>B/W Plus Longhorn Inn & Suites</u>	<u>Nand Hospitality LLC</u>	<u>Dhaval Ray</u>	<u>Luling</u>	<u>TX</u>	<u>830-351-5599</u>
<u>B/W Franklin Town Center Hotel & Suites</u>	<u>Kishan Hotel</u>	<u>Kishankumar Patel</u>	<u>Franklin</u>	<u>TX</u>	<u>(979) 828-2550</u>
<u>GL? Best Western DeSoto Dallas</u>	<u>Aashna Hospitality LLC</u>	<u>Ashok Patel</u>	<u>DeSoto</u>	<u>TX</u>	<u>(469) 747-3700</u>
B/W <u>Green Oak Plus Revere Inn & Suites</u>	Abundance Forever	Ravi	La	TX17562-9651	(830717)
B/W <u>Plus Stephenville Inn Of Walterboro</u>	Nansad Stephenville One,	Sonia	Stephenville Sou	TX29488-8417	(25843)
B/W <u>Houston Bush IAH Intercontinental Greenville</u>	Nataraja LLC Muhammad	Rinam	Humble South	TX29615-5465	(28164)
B/W <u>Duchesne Inn Graham's</u>	Duchesne Lodging LLC Kyle	Mayur Dubal Murdo	Duchesne South	UT57559	(43605)
B/W <u>Staunton Inn Empire Towers</u>	North Star BW Staunton	Jay Shah Sioux	Staunton South	VA57106-0707	(60540)
B/W <u>Hampton Coliseum Heritage Inn</u>	Mahadev Properties SPE,	Vishalkumar	Hampton Tenne	VA37421-1027	(757423)
B/W <u>Plus Thornburg Inn & Suites Port Aransas</u>	Raameera Hospitality	Nilesh Patel Port	Woodford Texa	VA78373-5707	(540361)
B/W <u>Plus Harrisonburg Pineywoods Inn</u>	MK Hotels LLC Sanket	Mike Patel Atlanta	Harrisonburg Te	VA75551-2014	(54903)
B/W <u>Plus Eau Claire Conference Center Taylor Inn</u>	Swami Bapa Hotels	Lal Patel Taylor	Eau Claire Texas	WI76574-4901	(71512)
B/W <u>Plus Wausau Rothschild Hotel Jacksonville Inn</u>	LOYA Hospitality Inc. Rajab	Bhupendra (Binbal)	Rothschild Texa	WI75766-3027	(715903)

Transferred Hotels Between 12/1/23 and 11/30/24

B/W Watertown

PAR Hotel LLC

Vipul Patel

Watertown

WI

(920) 262-1910

EXHIBIT H TO FDD

STATE ADDENDA TO DISCLOSURE DOCUMENT

ADDITIONAL DISCLOSURES FOR THE MULTI-STATE FRANCHISE DISCLOSURE DOCUMENT OF BEST WESTERN INTERNATIONAL, INC.

The following are additional disclosures for the Franchise Disclosure Document of Best Western International, Inc. required by various state franchise laws. Each provision of these additional disclosures will not apply unless, with respect to that provision, the jurisdictional requirements of the applicable state franchise registration and disclosure law are met independently without reference to these additional disclosures.

No Waiver of Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington or Wisconsin:

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

CALIFORNIA

1. The following paragraph is added at the end of Item 3 of the Disclosure Document:

Except as disclosed above, neither we nor any person identified in Item 2 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, 15 U.S.C.A. Section 78a et seq., suspending or expelling such person from membership in such association or exchange.

2. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE LICENSE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

3. OUR WEBSITE, www.bestwestern.com, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THE WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AT www.dfpi.ca.gov.

4. The Item 6 chart row entitled “Interest” is replaced with the following:

Interest	18% (10% in California)	Payable monthly by the 15th day of the following month.	You must pay service charges if you do not make any payment to us or our affiliates when due.

5. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

California Law Regarding Termination and Nonrenewal. California Business and Professions Code Sections 20000 through 20043 provide rights to franchisees concerning termination, transfer or nonrenewal of a franchise. If the Membership Agreement contains any provision that is inconsistent with the law, and the law applies, then the law will control.

Material Modification. California Corporations Code, Section 31125 requires a franchisor to give the franchisee a disclosure document, approved by the Department of Financial Protection and Innovation, prior to a solicitation of a proposed material modification of an existing franchise.

Releases. The Membership Agreement may require you to sign a general release of claims upon renewal or transfer of the Membership 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 might void a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000 – 31516). Business and Professions Code Section 20010 might void a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

ILLINOIS

Illinois law governs the agreements between the parties to this license.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that 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.

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

MARYLAND

1. The “Summary” section of Item 17(v), entitled **Choice of forum**, of the Disclosure Document is amended by adding the following:

Although you may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

2. The “Summary” section of Item 17(w), entitled **Choice of law**, of the Disclosure Document is deleted and replaced with the following:

Except as otherwise required by applicable law for claims arising under the Maryland Franchise Registration and Disclosure Law, the Membership Agreement will be governed by the laws of the State of Arizona without recourse to Arizona conflicts of law principles.

3. The following language is added to the end of Item 17 of the Disclosure Document:

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

MICHIGAN

The following language is added before the “Table of Contents” page of the Disclosure Document:

ADDENDUM TO 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 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 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 reasonably 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 franchisee's business are not subject to compensation. This subsection applies only if (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise agreement 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 or ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

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

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

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

(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 service.

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:

State of Michigan
Office of the Attorney General
Consumer Protection Division
Attention: Franchise Section
670 Law Building
525 West Ottawa Street
Lansing, Michigan 48913
Telephone Number: (517) 373-7117

MINNESOTA

1. The Item 6 chart row entitled “ACH Processing Charge” is replaced with the following to meet the requirements of Minnesota Statute 604.113 regarding the maximum allowable amount of the fee chargeable for insufficient payments:

ACH Processing Charge	\$30	Payable monthly by the 15th day of the following month.	Payable if we have to resubmit an ACH payment to the bank after an initial ACH payment is rejected for insufficient funds.

2. The following language is added to the end of Item 13:

To the extent required by Minnesota Stat. Sec. 80C.12, Subd. 1(g), we will protect your right to use the Best Western Identifying Marks and indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the Best Western Identifying Marks.

3. The following is added at the end of the chart in Item 17:

With respect to licenses governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Membership Agreement.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J might prohibit us from requiring litigation to be conducted outside Minnesota. Those provisions also provide that no condition, stipulations or provision in the Membership Agreement shall in any way abrogate or reduce any rights you have under the Minnesota Franchises Law, including (if applicable) the right to submit matters to the jurisdiction of the courts of Minnesota and the right to any procedure, forum or remedies that the laws of the jurisdiction provide.

Minn. Rule Part 2860.4400J might prohibit a member from waiving rights to a jury trial; waiving rights to any procedure, forum or remedies provided by the laws of the jurisdiction; or consenting to liquidated damages, termination penalties or judgment notes. However, we and you will enforce these provisions in our Membership Agreement to the extent the law allows.

NEW YORK

1. The following is added to the Specific Risks to Consider About This Franchise Page of the Disclosure Document as an additional Risk Factor:

FEES ARE SUBJECT TO CHANGE BY THE LICENSOR WITHOUT LIMITATION. YOUR INABILITY TO PAY THOSE FEES MAY RESULT IN TERMINATION OF YOUR LICENSE AND LOSS OF YOUR INVESTMENT.

2. The following information is added to the Specific Risks to Consider About This Franchise Page of the Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS LICENSE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, INVESTMENT PROTECTION BUREAU, 28 LIBERTY STREET, 21st FLOOR, NEW YORK, NEW YORK 10005.

THE LICENSOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. HOWEVER, THE LICENSOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE MEMBER TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS PROSPECTUS.

3. The following paragraphs are added at the beginning of Item 3 of the Disclosure Document:

Except as provided below, neither we, any predecessor, any person identified in Item 2, or an affiliate offering licenses under our principal trademark:

(a) has an administrative, criminal, or civil action pending against us, it, him, or her 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) 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) 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 been held liable in a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion; misappropriation of property; unfair or deceptive practices; or comparable allegations.

(d) is subject to a currently effective injunctive or restrictive order or decree relating to the membership, or under a federal, state, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law, as a result of a concluded or pending action or proceeding brought by a public agency; 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.

4. The following paragraph is added at the beginning of Item 4 of the Disclosure Document:

Except as described below, neither we nor any of our affiliates, predecessors, or officers identified in Item 2 have, during the 10-year period immediately preceding the date of the Disclosure Document: (a) filed as debtor (or had filed against us, it, him, or her) a petition to start an action under the U.S. Bankruptcy Code or any foreign bankruptcy code; (b) obtained a discharge of our, its, his, or her debts under the U.S. Bankruptcy Code or any foreign 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 any foreign bankruptcy code or that obtained a discharge of its debts under the U.S. Bankruptcy Code or any foreign bankruptcy code during or within 1 year after the officer or general partner held this position in the company or partnership.

5. The following is added at the end of Item 5 of the Disclosure Document:

The Entrance Fee constitutes part of our general operating funds and will be used as such in our discretion.

6. The first paragraph of the Item 17 chart is deleted and replaced with the following:

EACH TABLE BELOW LISTS CERTAIN IMPORTANT PROVISIONS OF THE MEMBERSHIP AGREEMENT AND RELATED AGREEMENTS. YOU SHOULD READ THESE PROVISIONS IN THE AGREEMENTS ATTACHED TO THIS DISCLOSURE DOCUMENT.

7. The “Summary” sections of Items 17(c), entitled **Requirements for Member to renew or extend**, and 17(m), entitled **Conditions for licensor approval of transfer**, of the Membership Agreement chart in the Disclosure Document are amended by adding the following:

, provided, however, that to the extent required by Article 33 of the General Business Law of the State of New York, 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 GBL Sections 687.4 and 687.5 be satisfied.

8. The “Summary” section of Item 17(d), entitled **Termination by Member**, of the Membership Agreement chart in the Disclosure Document is amended by adding the following:

You also may terminate the agreement on any grounds available by law.

9. The “Summary” sections of Items 17(v), entitled **Choice of forum**, and 17(w), entitled **Choice of law**, of the Membership Agreement chart in the Disclosure Document are amended by adding the following:

This choice of law and forum should not be considered a waiver of any right conferred upon you by Article 33 of the General Business Law of the State of New York and the regulations issued thereunder.

10. There are circumstances in which an offering made by us would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the State of New York. However, an offer or sale is deemed made in New York if you are domiciled in and the license will be operated in New York. We are required to furnish a New York prospectus to every prospective member who is protected under the New York General Business Law, Article 33.

NORTH DAKOTA

1. The “Summary” sections of Items 17(c), entitled **Requirements for Member to renew or extend**, and 17(m), entitled **Conditions for licensor approval of transfer**, of the Membership Agreement charts in the Disclosure Document are amended by adding the following:

However, any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

2. The “Summary” sections of Item 17(i), entitled **Member’s obligations on termination/non-renewal**, of the Membership Agreement chart in the Disclosure Document is amended by adding the following:

The Commissioner has determined termination or liquidated damages to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. However, Licensor and Member agree to enforce these provisions to the extent the law allows.

3. The “Summary” sections of Item 17(v), entitled **Choice of Forum**, of the Membership Agreement charts in the Disclosure Document is amended by adding the following:

To the extent required by the North Dakota Franchise Investment Law, Member may bring an action in North Dakota.

4. The “Summary” sections of Item 17(w), entitled **Choice of law**, of the Membership Agreement charts in the Disclosure Document is amended by adding the following:

Except for Federal Arbitration Act and other federal law, North Dakota law governs.

VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the “Summary” section of Item 17(h), entitled **“Cause” defined – non-curable defaults**, is amended by adding the following:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in

the membership 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.

WASHINGTON

The following is added at the end of Item 17:

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede this Agreement in Member's relationship with Best Western including the areas of termination and renewal of your license. There may also be court decisions which may supersede this Agreement in Member's relationship with Best Western including the areas of termination and renewal of Member's license.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Agreement, a Member may bring an action or proceeding arising out of or in connection with the sale of licenses, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the Agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

NEW YORK REPRESENTATIONS PAGE

THE LICENSOR REPRESENTS THAT THIS PROSPECTUS DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

EXHIBIT I TO FDD
MEMBERSHIP APPLICATION



Membership Application

Best Western International, Inc.®

July 2019

Before You Begin...

A Few Things to Remember.

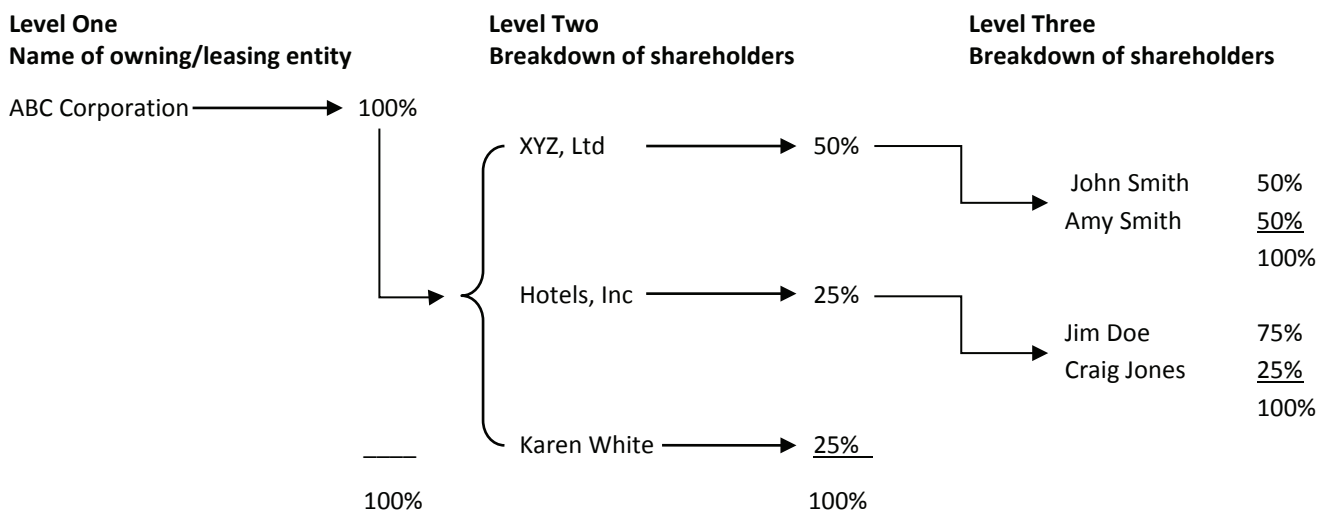
Forms

All information must be completed prior to submitting the Application and associated forms. Incomplete information will delay the process for consideration of your Application. Please note, required fields appear in red.

Ownership

If the owning/leasing entity has not yet been formed, please list "TBD" as the name of the entity and provide all known information, including principals and percent interest. The breakdown of entity shareholders must be completed, as well as all information throughout the Application concerning all shareholders and principals.

In addition, Best Western requires entity shareholder breakdown to at least a third level, when applicable. Please see the following example:



When you have finished the forms

- Prepare the forms and other required submission information:
 - Print the forms and obtain required signatures. **NOTE:** Pages 1 – 14 must be returned.
 - Obtain required supporting documents as listed on page 13.
 - Obtain all other items outlined in the correspondence you received with these forms.
 - Include the \$4,000 nonrefundable evaluation fee with your submission.
 - Submit all information via express mail to the Property Transition Representative listed in the correspondence you received with these forms. Sending all information via express mail is recommended as we cannot begin to process your Application until all required materials have been received.
- **NOTE:** To further expedite the process, before mailing any items, it is also recommended that the items be sent via fax (602-957-5575) to the Property Transition Representative, along with the express mail tracking information.
- Keep a copy of all information submitted for your records.
- ***E-mail transmission cannot be guaranteed to be secure or error-free as information could be intercepted, disseminated, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. Please note, if you elect to return this application via e-mail transmission, you do so at your own election and risk and Best Western does not accept liability for any actual or alleged claims that arise as a result of such communication or its unauthorized interception, dissemination, theft or other use by 3rd parties.***

Questions – please contact your Regional Director or Property Transition Representative



TABLE OF CONTENTS

Membership Application	1
Applicant Information	3
I. Project Information	3
II. Existing Property	4
III. Proposed Construction/Under Construction Project	5
IV. Owner/Lessee Information	6
V. Background Information	8
VI. Management Company Information	11
VII. Required Documents Checklist	13
VIII. Certification	13
Attachment A	14
Financial Statement	15
Sample Membership Agreement	18

Property Name: _____

City: _____ State/Province: _____

Date: _____

BEST WESTERN INTERNATIONAL, INC.

MEMBERSHIP APPLICATION

By submitting this Membership Application ("Application") you (referred to as "Applicant" or "you") are requesting that Best Western International, Inc. ("Best Western") consider your request to affiliate the property identified in this Application ("Property") with the Best Western brand. This Application must be completed in its entirety and all required documents must be provided.

The following terms and conditions apply to your Application.

1. Best Western requires payment of a \$4,000 *non-refundable* Application evaluation fee ("Evaluation Fee") in order to process the Application. The Best Western Board of Directors ("Board") will not consider the Application until such time as Best Western has received the required affiliation fee ("Affiliation Fee"), which will be held by Best Western as a good-faith deposit until such time and in such manner as further described in this Application.
2. In the event an impact study is required in accordance with Best Western's Bylaws, and as further described in paragraph 6 below, you understand and agree that you will be responsible for the fee established by the Board for costs associated with the impact study ("Impact Study Fee"), which must be paid before the impact study is conducted and which will be a prerequisite to your application's continued processing.
3. All Evaluation, Impact Study and Affiliation Fees (collectively, "Fees") are payable in U.S. funds or Canadian funds based on the monthly exchange rate. The non-refundable Evaluation Fee covers the administrative costs associated with processing the Application. Payment of any fee or submission of this Application does not give any Applicant any right to affiliation with Best Western. The Board may deny an Application for any or for no reason.
4. In the event the Application is approved by the Board, and as a prior condition to your membership, you will be required to submit: (a) an executed Terms of Approval letter ("Approval Letter") which will include conditions of membership (e.g. completion of a Property Improvement Plan); and (b) an executed Membership Agreement ("Agreement"). You may not hold yourself out to the public as a Best Western branded hotel until all conditions are met.
5. If the Applicant owns (in whole or in part) any Best Western Hotel, Applicant shall cure any past or current obligations or defaults at such other Best Western branded hotels prior to consideration of this Application.
6. Best Western's Bylaws grant existing Best Western Member's certain rights with respect to market area considerations. A new Application for a Property located within the member market area of an existing, qualified Best Western Member will not be accepted. An exception to this will only apply if the Voting Member responsible for each hotel with member market area rights advises the Board in writing that the Member has no objection to the approval of the Application. Likewise, when an Applicant's Property is located within a certain vicinity of an existing Member's Property, an impact study may be commissioned. Accordingly, Best Western may inform nearby Best Western hotels of this Application. Applicant expressly consents to this disclosure and waives any

Property Name:_____

City:_____ State/Province:_____

Date:_____

right which Applicant may have to the confidentiality of this Application. Applicant hereby acknowledges and understands that the Board's decision with respect to the Application will consider any factors of impact the study determines to exist.

7. Applicant agrees that it shall have no recourse of any kind against Best Western, its directors, officers, employees, agents or Members if this Application is denied.
- 8 . Applicant may not transfer this application without Best Western's consent.

APPLICATION CONTINUES ON THE FOLLOWING PAGE

**FAILURE TO COMPLETE THIS APPLICATION FULLY AND IN ITS ENTIRETY
IS GROUNDS FOR ITS DENIAL**

PAGES 1 - 14 MUST BE RETURNED

APPLICANT INFORMATION

I. PROJECT INFORMATION

Please provide the following with regard to the project:

Current hotel name _____

Select One: ☐ BEST WESTERN ☐ PLUS ☐ PREMIER ☐ Vib ☐ GLō ☐ SADIE ☐ AIDEN
☐ Executive Residency by Best Western ☐ PLUS/Executive Residency (Dual)

Proposed Best Western hotel name _____

Current number of guest units _____ Proposed number of guest units (if different) _____ Number of floors _____

Explain variance between current and proposed number of guest units (if applicable) _____

Property phone number _____ Property fax number _____

Property address _____

(Provide intersection if street address is not yet assigned)

Major cross streets _____

City _____ State/Province _____ Postal code _____

Name of county/parish _____

Name of closest major airport _____ Distance to airport _____

Select applicable boxes and list any other services and amenities.

☐ Water park

☐ Business center

☐ Indoor swimming pool*

☐ Airport courtesy car

☐ Outdoor swimming pool*

☐ Concierge

☐ Fitness room

☐ Gift Shop ☐ Owned ☐ Leased

☐ Sauna

☐ Tennis courts ☐ On premises ☐ Adjacent

☐ Whirlpool

☐ Golf Course ☐ On premises ☐ Adjacent

☐ Game room

☐ Interior corridors

☐ Guest laundry

☐ Exterior corridors

☐ Elevator (#_____)

☐ Continental breakfast

☐ Banquet service

☐ Complimentary

☐ Meeting/function space total sq. ft. _____
☐ Owned ☐ Leased

☐ Cocktail lounge on premises
☐ Owned ☐ Leased

☐ Other (explain): _____

☐ Restaurant on premises (inside, within or attached to the hotel)
☐ Owned ☐ Leased

**Best Western requires a swimming pool unless waived by the Board of Directors. If the project does not include a swimming pool, please explain why not and submit documentation that explains why not, e.g., site plan.*

☐ Building(s) other than hotel on the site*. Explain intentions or plans for building(s).

**All facilities associated with the hotel Property, e.g., restaurant, lounge, gift shop, etc., are subject to Best Western inspection. If the Property is approved for Best Western membership, all such facilities will be subject to any renovation deemed necessary by Best Western. If any of the facilities are leased, the lease(s) must allow for Best Western inspection and renovation.*

II. EXISTING PROPERTY

Year built _____ Addition(s) (year(s) built) _____

Select applicable boxes:

- ☐ Property is open and operating
☐ Property is presently closed
☐ Property will be closed during renovation

If renovating, estimated completion/opening date (Mo/Yr) _____

Outline intentions for renovation, e.g., exterior and interior modifications, demolition of buildings, construction of new buildings, etc.

Estimated conversion/renovation cost

Total conversion/renovation cost \$ _____ Per unit cost \$ _____

Itemized conversion/renovation budget ☐ enclosed
☐ will be submitted prior to consideration of application

Current Room Type Inventory: Complete the information below and **submit a property map** showing the location of unit types.

Type	Current Number of Rooms	Proposed Number of Rooms
Queen	_____	_____
Double Queen	_____	_____
ADA Queen	_____	_____
King	_____	_____
ADA King	_____	_____
Suites	_____	_____
2-Room Suite	_____	_____
Other	_____	_____

Name of 2-way PMS vendor: _____

Is the hotel currently or has it previously been affiliated with any chain, franchise, or other hotel/lodging company?

☐ Yes ☐ No

If yes, provide the name and date of each affiliation and the reason for the termination of the affiliation.

Brand name _____

Brand name _____

Contract start date _____

Contract start date _____

Contract end date _____

Contract end date _____

Reason for termination: _____

Reason for termination: _____

III. PROPOSED CONSTRUCTION / UNDER CONSTRUCTION PROJECT

Select one:

☐ Proposed construction hotel

Estimated date when construction will begin _____ (Mo/Yr)

☐ Under construction hotel (soil bearing elements and foundation in place; concrete footings have been poured)

Estimated opening date _____ (Mo/Yr)

Select applicable boxes:

☐ Best Western prototype to be used (if applicable): _____

☐ Architectural plans enclosed. ☐ Preliminary ☐ Complete (full)

☐ Site plan enclosed. (*A site plan, at minimum, is required if no preliminary plans are available.*)

☐ Proof of lender financing enclosed

☐ Proof of land ownership enclosed

Proposed development cost Estimated construction cost \$ _____

Operating projections ADR \$ _____ Percent occupancy _____

Proposed financing

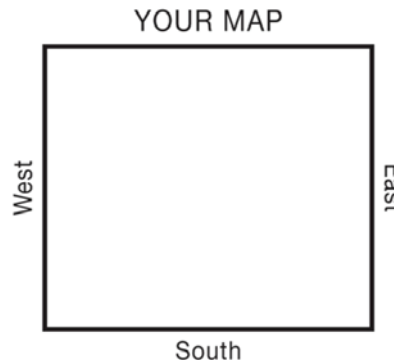
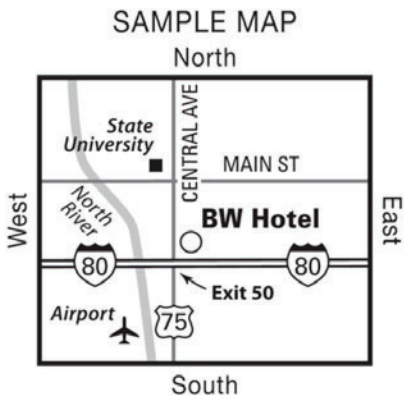
Provide proposed sources of equity and the percentage of total development cost the equity represents.

Is financing in place? ☐ Yes ☐ No

If so, who? _____

PROPERTY LOCATION

For proposed construction projects, please provide a location specific map. Either draw your own map in the box below, or attach your own map with your application. Please be as specific as possible using a 1/2 mile scale.



IV. OWNER/LESSEE INFORMATION

Noting Best Western is a membership organization, complete ownership or leasing information is required for consideration of an Application. Copies of recorded ownership/leasing documents and financial statements for each individual and entity listed are required.

Select one:

- ☐ Applicant owns/will own the Property (**provide a copy of the Bill of Sale, Deed, Title Insurance or other document confirming ownership or potential ownership of the Property**).

Date Property Purchased/Estimated Close of Escrow (Mo/Day/Yr) _____

- ☐ Applicant leases/will lease the Property (**provide a copy of the lease or evidence of intent to lease**).

Start of Lease/Estimated Start of Lease (Mo/Day/Yr) _____

Select ownership/lessee type:

- ☐ Corporation
☐ Limited Liability Company
☐ Limited Partnership
☐ Partnership

- ☐ Trust
☐ Individuals
☐ Other Entity (state entity type):

A. ENTITY BREAKDOWN

LEVEL 1: Complete the following for the entity that holds the ownership or leasing interest in the Property. Use additional pages if necessary. ATTACHMENT A (page 14) must also be completed.

Name of Entity _____

Address _____

City _____ State/Province _____ Postal code _____

Phone number _____ Extension _____

Date entity formed (Mo/Day/Yr) _____ State/Province where entity formed _____

Percent interest _____

LEVEL 2: Breakdown of shareholders for Level 1 (use additional pages if necessary). Note: The total of all interests in Level 2 must add up to 100 percent. ATTACHMENT A (page 14) must also be completed.

Full legal name _____ % Interest _____

Full legal name _____ % Interest _____

Full legal name _____ % Interest _____

Full legal name _____ % Interest _____

LEVEL 3: If any of the shareholders listed in Level 2 are entities, please provide a breakdown for each (use additional pages if necessary). Note: The total of all interests in Level 3 must add up to 100 percent. ATTACHMENT A (page 14) must also be completed.

Full legal name _____ % Interest _____

Full legal name _____ % Interest _____

Full legal name _____ % Interest _____

Full legal name _____ % Interest _____

B. INDIVIDUAL(S)

Complete the following for each individual that owns or leases the hotel. In this section, do not include individuals already listed above. ATTACHMENT A (page 14) must also be completed. Use additional pages if necessary.

Full legal name _____

Address _____ City _____

State/Province _____ Postal code _____ Phone number _____ Ext. _____

Percent interest _____ Date interest assumed in property (Mo/Day/Yr) _____

Full legal name _____

Address _____ City _____

State/Province _____ Postal code _____ Phone number _____ Ext. _____

Percent interest _____ Date interest assumed in property (Mo/Day/Yr) _____

Full legal name _____

Address _____ City _____

State/Province _____ Postal code _____ Phone number _____ Ext. _____

Percent interest _____ Date interest assumed in property (Mo/Day/Yr) _____

Full legal name _____

Address _____ City _____

State/Province _____ Postal code _____ Phone number _____ Ext. _____

Percent interest _____ Date interest assumed in property (Mo/Day/Yr) _____

V. BACKGROUND INFORMATION

An applicant's hotel experience is important to determining whether or not membership is granted. Accordingly, please provide the following information:

1. Have any applicant entities or individuals ever owned, leased, or operated any Best Western properties? Use additional pages if necessary.

☐ Yes ☐ No

Name of Property _____ Member number _____

Address _____ City _____ State/Province _____

Name of entity or individual _____ ☐ Own ☐ Lease ☐ Operate

Percent interest _____ From (Mo/Yr) _____ To (Mo/Yr) _____

Is the Property still BW branded? ☐ Yes ☐ No If not, explain why not: _____

Name of Property _____ Member number _____

Address _____ City _____ State/Province _____

Name of entity or individual _____ ☐ Own ☐ Lease ☐ Operate

Percent interest _____ From (Mo/Yr) _____ To (Mo/Yr) _____

Is the Property still BW branded? ☐ Yes ☐ No If not, explain why not: _____

Name of Property _____ Member number _____

Address _____ City _____ State/Province _____

Name of entity or individual _____ ☐ Own ☐ Lease ☐ Operate

Percent interest _____ From (Mo/Yr) _____ To (Mo/Yr) _____

Is the Property still BW branded? ☐ Yes ☐ No If not, explain why not: _____

Name of Property _____ Member number _____

Address _____ City _____ State/Province _____

Name of entity or individual _____ ☐ Own ☐ Lease ☐ Operate

Percent interest _____ From (Mo/Yr) _____ To (Mo/Yr) _____

Is the Property still BW branded? ☐ Yes ☐ No If not, explain why not: _____

2. Have any applicant entities or individuals owned, leased, or operated any non-Best Western properties in the past 5 years? Use additional pages if necessary.

☐ Yes ☐ No

Name of Property _____

Address _____ City _____ State/Province _____

Name of entity or individual _____ ☐ Own ☐ Lease ☐ Operate

Percent interest _____ From (Mo/Yr) _____ To (Mo/Yr) _____

While owned, leased or operated, was the Property terminated from a brand? ☐ Yes ☐ No

If yes, why? _____

Name of Property _____

Address _____ City _____ State/Province _____

Name of entity or individual _____ ☐ Own ☐ Lease ☐ Operate

Percent interest _____ From (Mo/Yr) _____ To (Mo/Yr) _____

While owned, leased or operated, was the Property terminated from a brand? ☐ Yes ☐ No

If yes, why? _____

Name of Property _____

Address _____ City _____ State/Province _____

Name of entity or individual _____ ☐ Own ☐ Lease ☐ Operate

Percent interest _____ From (Mo/Yr) _____ To (Mo/Yr) _____

While owned, leased or operated, was the Property terminated from a brand? ☐ Yes ☐ No

If yes, why? _____

Name of Property _____

Address _____ City _____ State/Province _____

Name of entity or individual _____ ☐ Own ☐ Lease ☐ Operate

Percent interest _____ From (Mo/Yr) _____ To (Mo/Yr) _____

While owned, leased or operated, was the Property terminated from a brand? ☐ Yes ☐ No

If yes, why? _____

3. Have any applicant entities or individuals been involved in any litigation or dispute with Best Western? Use additional pages if necessary.

☐ Yes ☐ No

Name of entity or individual _____ Member Number _____

Explain litigation or dispute _____

Date resolved _____

4. Have any applicant entities or individuals been placed in bankruptcy or receivership, or been subject to a judicial or non-judicial foreclosure action within the last 10 years? Use additional pages if necessary.

☐ Yes ** ☐ No

Name of entity or individual _____

Explain bankruptcy, receivership, foreclosure, other _____

Date resolved _____

Name of entity or individual _____

Explain bankruptcy, receivership, foreclosure, other _____

Date resolved _____

****Provide final documentation**

5. Have any applicant entities or individuals been involved in any civil or criminal action or litigation within the last 10 years (other than for minor traffic violations)? Use additional pages if necessary.

☐ Yes ** ☐ No

Name of entity or individual _____

Nature of action _____

Date _____

Name of entity or individual _____

Nature of action _____

Date _____

****Provide documentation of Court decision**

VI. MANAGEMENT COMPANY INFORMATION

Regarding the Property's operations, a management company:

- ☐ WILL NOT BE USED
☐ WILL BE USED (complete below)
☐ TO BE DETERMINED

1. If a management company will be used, and has already been selected or is already in place at the Property, please list the management company's experience below:

Name of management company _____

Address _____ Unit # _____

City _____ State/Province _____ Postal code _____

Phone number _____ Ext. _____ Fax number _____

Email address _____

2. List all hotels currently owned and/or operated by the management company. Use additional pages if necessary.

Property Name _____

Address _____ City _____ State/Province _____

Position held _____ Since (Mo/Yr) _____

Property Name _____

Address _____ City _____ State/Province _____

Position held _____ Since (Mo/Yr) _____

Property Name _____

Address _____ City _____ State/Province _____

Position held _____ Since (Mo/Yr) _____

Property Name _____

Address _____ City _____ State/Province _____

Position held _____ Since (Mo/Yr) _____

3. List all hotels *previously* (past 5 years) owned and/or operated by the management company.
Use additional pages if necessary.

Property Name _____

Address _____ City _____ State/Province _____

Position held _____ From (Mo/Yr) _____ To (Mo/Yr) _____

Property Name _____

Address _____ City _____ State/Province _____

Position held _____ From (Mo/Yr) _____ To (Mo/Yr) _____

Property Name _____

Address _____ City _____ State/Province _____

Position held _____ From (Mo/Yr) _____ To (Mo/Yr) _____

Property Name _____

Address _____ City _____ State/Province _____

Position held _____ From (Mo/Yr) _____ To (Mo/Yr) _____

VII. REQUIRED DOCUMENTS CHECKLIST

- ☐ Documentation that explains why there is no swimming pool at the Property, if there is no swimming pool at the Property, e.g., site plan (reference Pages 3 and 4, Project Information)
- ☐ Property map showing location of all guest room types (reference Page 4, Existing Property)
- ☐ Site plan for proposed construction; if plans are not submitted (reference Page 5, Proposed Construction/Under Construction Project)
- ☐ Recorded ownership or leasing documents (reference Page 6, Owner/Lessee Information)
- ☐ Final documentation for bankruptcy, receivership, judicial or non-judicial foreclosure action (reference Page 10, Background Information)
- ☐ Documentation of Court decision for any civil or criminal action or litigation (reference Page 10, Background Information)
- ☐ Attachment A – provide Social Security Number(s) and/or Tax ID Number(s) for each individual and entity listed (reference Pages 6 and 7)
- ☐ Financial statements for each individual and/or entity (reference Page 6, Owner/Lessee Information)
- ☐ Evaluation Fee – \$4,000 USD (or CAD equivalent)

VIII. CERTIFICATION

I HEREBY CERTIFY THAT ALL INFORMATION PROVIDED IN THIS APPLICATION IS TRUE AND ACCURATE. BY EXECUTING THIS APPLICATION, THE UNDERSIGNED HEREBY REPRESENTS AND WARRANTS THAT IT HAS THE PROPER AUTHORITY AND CONSENT, WHETHER DULY GRANTED BY LAW, CONTRACT OR OTHERWISE, TO SUBMIT THIS APPLICATION ON BEHALF OF ANY AND ALL OTHER INTERESTED PARTIES TO THE TRANSACTION CONTEMPLATED HEREUNDER (THE “APPLICANT”).

ALTHOUGH APPLYING FOR THE HOTEL TYPE SELECTED ON PAGE 3, APPLICANT AGREES THAT THE BEST WESTERN INTERNATIONAL, INC. BOARD OF DIRECTORS HAS THE AUTHORITY AND DISCRETION TO DETERMINE THE HOTEL TYPE. THE APPLICANT AGREES THAT THE APPLICANT CAN THEN DECIDE WHETHER OR NOT TO ACCEPT THE ASSIGNED HOTEL TYPE. UPON APPLICANT’S ACCEPTANCE OF THE HOTEL TYPE AND EXECUTION OF THE MEMBERSHIP AGREEMENT, APPLICANT AGREES TO COMPLY WITH ALL DESIGN GUIDELINES, BRAND STANDARDS AND BRAND IDENTITY GUIDELINES FOR THE AGREED TO HOTEL TYPE.

I UNDERSTAND THAT FALSIFICATION OF ANY INFORMATION SHALL BE GROUNDS FOR DENIAL OF THE MEMBERSHIP APPLICATION OR TERMINATION OF MEMBERSHIP.

Signature of Authorized Representative

Office Phone No.

Cell Phone No.

Name of Authorized Representative

Fax No.

Email Address

Title

Street Address (no P.O. Boxes)

Date

City

State/Province

Postal Code

ATTACHMENT A

OWNER/LESSEE INFORMATION

ENTITY (from Section IV, A; attach additional sheets if necessary)

LEVEL 1

Name of entity _____ Tax ID #/Employer ID # _____

LEVEL 2 - Breakdown of entity shareholders (use additional pages if necessary).

Full legal name _____ SS#/SI#/Tax ID# _____

Full legal name _____ SS#/SI#/Tax ID# _____

Full legal name _____ SS#/SI#/Tax ID# _____

Full legal name _____ SS#/SI#/Tax ID# _____

LEVEL 3 - If any of the shareholders listed in the above breakdown are entities, please provide a breakdown for each (use additional pages if necessary).

Full legal name _____ SS#/SI#/Tax ID# _____

Full legal name _____ SS#/SI#/Tax ID# _____

Full legal name _____ SS#/SI#/Tax ID# _____

Full legal name _____ SS#/SI#/Tax ID# _____

INDIVIDUAL(S) (from Section IV, B; attach additional sheets if necessary)

Full legal name _____ SS#/SI# _____

Full legal name _____ SS#/SI# _____

Full legal name _____ SS#/SI# _____

Full legal name _____ SS#/SI# _____

ENTITY / COMPANY FINANCIAL STATEMENT
COMPANY: _____ AS OF: _____

Balance Sheet

ASSETS

Current Assets

Cash and cash equivalents	_____
Restricted cash	_____
Accounts receivable (net of allowance of \$X,XXX)	_____
Total Current Assets	\$ _____

Property and Equipment, at cost

Furniture and fixtures	_____
Computer equipment	_____
Leasehold improvements	_____
Buildings	_____
Land	_____
Less accumulated depreciation	_____
Net Property and Equipment	\$ _____

Other Assets

Intangible assets (net of accumulated amortization of \$XXX)	_____
Deposits	_____
Total Other Assets	_____
Total Assets	\$ _____

LIABILITIES AND STOCKHOLDER'S/OWNER'S EQUITY

Current Liabilities

Accounts payable	_____
Accrued expenses	_____
Note payable	_____
Sales tax payable	_____
Other current liabilities	_____
Total Current Liabilities	\$ _____

Long-Term Debt

Notes Payable	_____
Mortgages Payable	_____
Total Long-Term Liabilities	_____
Total Liabilities	\$ _____

Stockholder's/Owner's Equity

Partners' capital accounts (if applicable)	_____
Common stock	_____
Authorized shares -	_____
Issued and outstanding shares -	_____
Paid-in capital	_____
Retained earnings	_____
Total Stockholder's/Owner's Equity	\$ _____

Total Liabilities and Stockholder's/Owner's Equity	\$ _____

ENTITY / COMPANY FINANCIAL STATEMENT
COMPANY: _____ YEAR ENDING: _____

ENTITY / COMPANY FINANCIAL STATEMENT
COMPANY: _____ YEAR ENDING: _____

Statement of Operations

Revenues (please list type & amount)

[illegible]

\$ _____

Expenses (please list type & amount)

[illegible]

\$ _____

\$ _____

Signature of Preparer: _____ Name of Preparer: _____

PERSONAL FINANCIAL STATEMENT

FOR: _____
(Name)

AS OF: _____
(Date)

ASSETS

Cash on hand & in Banks	\$ _____
Savings Accounts	_____
IRA or Other Retirement Account	_____
Accounts & Notes Receivable	_____
Life Insurance-Cash Surrender Value Only	_____
Stocks & Bonds (attach schedule if needed)	_____
Real Estate (attach schedule if needed)	_____
Automobile - Present Value	_____
Other Personal Property	_____
Other Assets not listed above:	_____

TOTAL ASSETS

LIABILITIES

Accounts payable	_____
Notes Payable to Banks and Others	_____
Real Estate Mortgage/Contracts	_____
Unpaid Taxes	_____
Other Liabilities not listed above:	_____

TOTAL LIABILITIES

NET WORTH

\$ _____

Signature of above named: _____

EXHIBIT J-1 TO FDD
BYLAWS AND ARTICLES



|

45

Member's Bill of Rights

Each Member Of Best Western

Shall Have The Following Rights:

1. The right to receive an agenda of the annual and regular Board of Directors' meetings prior to each meeting, and to attend such Board meetings and to address the Board at such meetings.
 2. The right to receive complete minutes of meetings of the Board of Directors, a detailed annual budget and detailed annual financial statements.
 3. The right to set one's own property room rates and the right to vote on implementation of any programs providing for room rate discounts in excess of ten percent (10%) from a Member's published rates.
 4. The right to vote on any amendment of or additions to the Bylaws of Best Western.
 5. The right to vote on any change in Best Western's Rules and Regulations, as defined in these Bylaws.
 6. The right to vote on increases in Member dues, fees or assessments in excess of the lesser of (a) five percent (5%), and (b) the rate of inflation for the previous year.
 7. The right to receive notice of a minimum of 24 hours before any property assessment.
 8. The right to request an impact analysis (including an independent analysis of market effect) prior to the approval of a new Membership.
 9. The right to transfer ones Membership to a purchaser of a property in accordance with Article II, Section 7 of the Bylaws.
 10. The right to have impartial, standardized and non-discriminatory assessment procedures applied to each Member property.
 11. The right to continue Membership in Best Western except where termination or cancellation is provided for pursuant to the fair application of established Bylaws and Rules and Regulations, which shall provide that cancellation may not occur until after a hearing before the Board of Directors, if requested by the Member.
 12. The right to receive all Member services until Membership is cancelled or terminated, except in the following cases, Membership services may be restricted; (i) when grounds for cancellation are found by the Board of Directors to exist, after opportunity for a hearing has been provided, and the Board has granted a conditional extension in lieu of cancellation of Membership, (ii) when the Member scores less than 600 points for guest rooms and public areas, and (iii) when a Member's fees, dues or any other account are not paid within the time set by Board policy.
-

Best Western International, Inc. Bylaws

Article I

Definitions

The following words and terms shall, as used in these Bylaws, have the following meaning except where a different meaning is clearly indicated by context:

“Advisory Committees” has the meaning set forth in Article VI, Section 10 of these Bylaws.

“Affected Qualified Hotel” has the meaning set forth in Article II, Section 3(B)(3) of these Bylaws.

“Annual Dues” means the dues established by the Board pursuant to Article II, Section 6(B) of these Bylaws.

“Annual Meeting” means the annual meeting of the Members.

“Applicant” means any person or entity who is seeking new Membership, including a person seeking to renew a Membership that was previously cancelled or terminated.

“Articles of Incorporation” means the articles of incorporation of the Corporation as the same may be amended or restated from time to time.

“Best Western Property” means the Property designated in a Best Western Membership.

“Board” means the Board of Directors of the Corporation.

“Bylaws” means these bylaws, as the same may be amended or restated from time to time.

“Chairperson” has the meaning set forth in Article V, Section 2(A) of these Bylaws.

“Code” means the Code of Business Conduct and Ethics as set forth in Article VIII of these Bylaws.

“Condominium Property” means a Property comprised of prospective rental units (including time shares) owned separately by individual persons or entities, who may also own an undivided interest in common areas or common elements.

“Corporation” means Best Western International, Inc., an Arizona nonprofit corporation.

“Designated Accountant” means the certified public accountant(s) designated by the Board from time to time to receive voting data from the electronic or online voting system and to certify the results of votes cast by Members pursuant to Article III, Section 5 and Article IV, Section 4 of these Bylaws.

“Development Incentive” means an incentive of economic value offered by the Board and accepted by an Applicant, in exchange for which the Applicant becomes an Extended-Length Member with an Extended-Length Term of at least ten (10) years.

“Director” means a duly elected member of the Board.

“District” means one of the geographic areas created pursuant to Article IV, Section 2(A) of these Bylaws.

“District Meeting” means a meeting called by the Board pursuant to Article III, Section 8 of these Bylaws.

“Entrance Fees” means the fees established by the Board pursuant to Article II, Section 6(A) of these Bylaws. Entrance Fees may be comprised of evaluation fees, affiliation fees and any other fees determined by the Board from time to time.

“Extended-Length Member” means a Member that has executed a Membership Application with a term longer than four (4) years, but not longer than twenty (20) years. If an Extended-Length Member’s Membership is transferred during the Extended-Length Term pursuant to Article II, Section 7(B) or (C) of these Bylaws, the remainder of the Extended-Length Term will transfer with the transfer of the Membership. If the former Extended-Length Member received a Development Incentive, the former Extended-Length Member will remain jointly and severally liable together with the transferee for the repayment of a pro-rata amount of the Development Incentive and the payment of all fees, dues, and charges that become due during the remainder of the Extended-Length Term. The term “Member” and any other terms using the word “Member” or a derivation thereof include Extended-Length Members unless the context clearly requires otherwise.

“Extended-Length Term” means the length of the Membership of an Extended-Length Member, which is longer than four (4) years, but not longer than twenty (20) years. Prior to the following fiscal year, the Board shall establish the Extended-Length Term for new Members whose applications are approved by the Board in the following fiscal year. An Extended-Length Term begins on the first day the Member’s Property is activated on the Corporation’s reservations system and will end on the last day of the Corporation’s fiscal year during which the last-year anniversary of the activation occurs (e.g., for a fifteen (15) year Extended-Length Term, the last day of the Corporation’s fiscal year after the fifteenth (15th) anniversary of the activation date).

“Four-Year Member” means a Member that has a Membership Application with a Four-Year Term. If a Four-Year Member’s Membership is transferred during the Four-Year Term pursuant to Article II, Section 7(B) or (C) of these Bylaws, the remainder of the Four-Year Term will transfer with the transfer of the Membership. The term “Member” and any other terms using the word “Member” or a derivation thereof include Four-Year Members unless the context clearly requires otherwise.

“Four-Year Term” means the term of Membership of a Four-Year Member, which will begin on the first day the Member’s Best Western Property is activated on the Corporation’s reservation system and will end on the last day of the Corporation’s fiscal year during which the four (4) year anniversary of the activation occurs.

“Governor” means a person appointed by a Director to act as a liaison for the Director in the Director’s District.

“Majority of the Board” means more than half of the total number of Directors authorized by Article IV, Section 1 of these Bylaws.

“Member” means a member of the Corporation admitted pursuant to Article II of these Bylaws whose Membership has not been cancelled or terminated.

“Member with Conditions” means a new Member whose Property has been activated on the Corporation’s reservation system subject to satisfying mutually agreed conditions after activation on the reservation system. Also, this means a Member whose Membership has been continued, rather than terminated after a hearing by the Board, subject to satisfying mutually agreed conditions. Members with Conditions are subject to termination without the right to a hearing or probation if they fail to complete the conditions as mutually agreed.

“Membership” means Members collectively of the Corporation or the state of being a Member of the Corporation.

“Membership Application” means the membership application and agreement in the form approved by the Board and submitted by an Applicant pursuant to Article II of these Bylaws.

“Member Market Area” has the meaning set forth in Article II, Section 3(B)(2) of these Bylaws.

“Monthly Fees” means the fees established by the Board pursuant to Article II, Section 6(C) of these Bylaws.

“Nonprofit Act” means the Arizona Nonprofit Corporation Act, as amended, or any successor statutes.

“Officer” means an officer of the Board or of the Corporation, as applicable, as described in Article V of these Bylaws.

“Property” means an establishment or building used, to be used, or under construction for use for accommodation of the traveling public, and shall include a “hotel,” “motor hotel,” “motel,” “motor inn” or “resort.”

“Property Room Revenue” means booked revenue from the rental, sale, use, or occupancy of guest rooms at the Property for whatever purpose, including cash and credit transactions, whether or not collected by the Property, and any proceeds from business interruption insurance. Property Room Revenue does not include taxes required by law, revenue from telephone services, movie rentals, vending machines, room service, or food and beverage sales.

“Qualified Hotel” has the meaning set forth in Article II, Section 3(B)(1) of these Bylaws.

“Regular Annual Meeting of the Board” means the regular meeting of the Board held pursuant to Article IV, Section 6(B) of these Bylaws.

“Regulatory Documents” means the Articles of Incorporation, these Bylaws, and the Rules and

Regulations; and the Membership Application, guidelines, standards, resolutions and policies adopted by the Board from time to time (including brand identity, quality assurance, customer care, new construction, refurbishment and design manuals and policies); and documents defining terms or rights of Membership; as any of them may be amended from time to time.

“Rules and Regulations” means the code of rules which defines certain rights and obligations of the Members and is contained in the most current document entitled “Rules and Regulations,” which document may only be adopted, amended or repealed by the Members pursuant to Article III, Section 5 of these Bylaws.

“Transfer Application” means the form established by the Board from time to time to be used in connection with a request to transfer a Membership to another designated Property pursuant to Article II, Section 4 of these Bylaws.

“Vice-Chairperson” has the meaning set forth in Article V, Section 3 of these Bylaws.

“Voting Member” means a Member who meets the requirements of Article III, Section 4 of these Bylaws.

Article II

Membership

Section 1. Qualifications

(A) Membership is restricted to natural persons who either own a Property or Properties, are partners in a partnership owning or operating a Property or Properties, are lessees operating a Property or Properties, are officers of corporations owning and/or operating a Property or Properties or are managers designated by the owner or owners of a Property or Properties.

(B) A Membership shall apply to a single Best Western Property. Only one Membership shall be issued with respect to a Property.

(C) Any person may hold multiple Memberships, each such Membership associated with a separate Best Western Property, provided the person has an interest in each such Best Western Property as set forth in Article II, Section 1(A) of these Bylaws.

(D) Membership is further restricted to those persons whose Properties meet the standards established in the Regulatory Documents and the established customs and practices of the Corporation.

(E) (1) An authorized representative of a Condominium Property may qualify for Membership, subject to meeting such terms and conditions as may be established by the Board.

(2) The Board shall have sole discretion to determine what Condominium Properties may be considered for Membership and shall set criteria and standards for Condominium Properties. The Board shall set policies establishing the terms and scope of the representative’s required authorization from the unit owners and the

association of owners controlling common areas and elements in a Condominium Property.

(3) The Regulatory Documents are intended to be applicable to Condominium Properties, including their units and common areas. However, the Board may waive compliance by Condominium Properties with any of the provisions of the Regulatory Documents which it determines not to be applicable or feasible.

(4) Condominium Properties may be associated with an existing Best Western Property. Such an association shall be subject to compliance with the provisions of Rule 500.45 of the Rules and Regulations pertaining generally to unit count increases or decreases to a Best Western Property.

(5) In the event an ambiguity or a conflict exists in the application of the provisions of this paragraph (E), the Board shall have the right to resolve the ambiguity or conflict in its sole and exclusive discretion.

Section 2. Membership

(A) New Memberships

(1) Applications for Membership shall be made on the Membership Application.

(2) Applications for Membership shall be accompanied by payment in full of the appropriate Entrance Fee as established by the Board.

(3) Applicants shall be elected to Membership only upon the favorable vote of five Directors.

(4) The Board may not reduce, waive, or defer Entrance Fees, Monthly Fees, Annual Dues, or any other fees, dues, or assessments for Applicants. The exception to these limitations is the offering and acceptance of a Development Incentive.

(B) Continuing Memberships

(1) A schedule of Annual Dues, and any amendments or revisions in the Rules and Regulations shall be mailed to each Member on or before the 1st day of September each year.

(2) (a) A Member, other than a Four-Year Member during the Four-Year Term, and an Extended-Length Member during an Extended-Length Term, desiring to continue Membership for an additional year shall make payment in full of the Annual Dues as determined by the Board for the additional year, prior to the 15th day of September of the current Membership year.

(b) Both Four-Year Members and Extended-Length Members approved by the Board prior to January 1, 2018, are required to make payment in full of the Annual Dues as determined by the Board for the following year, prior to the 15th day of September of the current Membership year. Article II, Section 2(B)(2)(a) shall apply to a Four-Year Member and an Extended-Length Member approved by the Board prior to January 1, 2018 after the respective Four-Year Term or Extended-Length Term has expired.

(c) Extended-Length Members approved by the Board on and after January 1, 2018, are required to make payment in full of the Annual Dues as determined by the Board for the following year, prior to the 15th day of September of the current Membership year. Prior to the expiration of the term of an Extended-Length Member approved by the Board on and after January 1, 2018, the Membership may be renewed as detailed in the applicable Membership Agreement and paying Annual Dues by the 15th day of September of the last year of the expiring Extended-Length term.

(3) The Membership for each Member who has complied with the provisions of Article II, Section 2(B)(2) of the Bylaws, shall be continued automatically for the following year.

(4) The continuation of Membership when grounds exist for cancellation shall not be construed as a waiver of power to cancel the Membership at a subsequent time on the same or different grounds. Nor shall the continuation of Membership be construed as a waiver of the power to cancel the Membership should new grounds for cancellation arise during the continued Membership period.

(5) In the event a Member has not complied with the provisions of Article II, Section 2(B)(2) of the Bylaws, the Membership for the following year shall only be continued upon a vote of a Majority of the Board.

(C) Notification of Applicants: Impact Studies: Certain Approval Procedures

(1) (a) At least 30 days prior to the Board's consideration of a Membership application, the Board shall give written notice of the application to Members within the following radius of the Applicant Property's location:

Property Type	Primary Market	Secondary Market	Tertiary Market
Airport	3 Miles	10 Miles	25 Miles
Downtown, Urban	0.75	10 Miles	25 Miles
Highway	4.5 Miles	10 Miles Metropolitan; 25 Miles Rural	25 Miles
Resort	3 Miles	10 Miles Metropolitan; 25 Miles Rural	25 Miles
Suburban	4.5 Miles	10 Miles Metropolitan; 25 Miles Rural	25 Miles

Each Member entitled to notice shall have the right, within 7 days after the mailing of the notice of the Membership Application, to request that an impact analysis be made concerning the effect of the proposed Applicant's operations on the relevant market.

The impact study shall be conducted by an independent nationally recognized consulting firm familiar with and knowledgeable about the

hospitality business, which shall not be affiliated with, in any respect, the Corporation or any of its Members. The impact study shall analyze the Applicant's prospect for success, the demand for the Applicant's services in the relevant market and the incremental impact on existing Members within the relevant market, and provide such other information as the Board may request it include. For this purpose, incremental impact means the occupancy and revenue losses (expressed as a percentage) projected to result from the operation of the Property covered by a Membership Application as a Best Western Property, less any occupancy and revenue losses projected to result to existing Members in the relevant market from operation of the Property covered by the Membership Application as a non-Best Western Property.

(b) The Board may consider a Membership Application upon the satisfaction of all impact study requirements.

(2) The Board shall not approve any Membership Application for Membership unless it has:

(a) Reviewed and analyzed any requested impact study; and

(b) Determined that granting the Membership Application for a Property will not materially impair the ability of existing Members to compete with Properties or other hospitality services operated by non-members in the relevant market.

(3) No Director shall have the right to participate in the consideration of a Membership Application if such Director has, directly or indirectly, a personal interest in the approval or denial of such Membership Application.

(D) The provisions of Article II, Section 2 shall apply to all Best Western Members regardless of sub-brand or product descriptors.

Section 3. Member Market Area Considerations

(A) A Membership Application for a Property located within the Member Market Area of a Qualified Hotel will not be accepted. An exception to this will apply only if the Voting Member responsible for each Affected Qualified Hotel advises the Board in writing that the Member has no objection to approval of the Membership Application.

(B) Definitions

(1) "Qualified Hotel" means a Best Western Property, which meets all of the following criteria:

(a) It is not currently and has not been 60 days past due on any of its Membership dues and fees or assessments twice within the last 12 months;

(b) Its most recent three quality assurance scores, or such lesser number of scores as are available if the Property has not yet received three quality assurance scores, average at least 50 points higher than the passing level as established by the Rules and Regulations; and

(c) The Member is not past due in meeting any conditions of Membership which, if past due, would constitute grounds for cancellation of Membership.

(2) (a) "Member Market Area" means a circular area around a Qualified Hotel, whose radius is measured from the center of the main entrance of the lobby and is of a length determined from the following chart, based on the Qualified Hotel's property type and applicable mid-sized hotel market category.

Property Type	Primary Market	Secondary Market	Tertiary Market
Airport	1 Mile	2 Miles	4 Miles
Intown, Downtown, Urban	0.25 Miles	1.25 Miles	3 Miles
Highway	1.5 Miles	3 Miles	5 Miles
Resort	1 Mile	2 Miles	4 Miles
Suburban	1.5 Miles	2.5 Miles	4 Miles

If a Membership is transferred to another designated Property in accordance with Article II, Section 4 of these Bylaws, the Member Market Area will be determined by the property type of the newly designated Property regardless of the Member Market Area of the previous Best Western Property.

The radius of a Member Market Area shall be measured by a global positioning system selected by the Board. Market category criteria will be as determined by Smith Travel Research or such other means as selected by the Board, subject to final approval by the Board. The Board, by an affirmative vote of five Directors, may adjust the Member Market Area radius for each property type and market category based upon an analysis of data from additional impact studies. Such adjustments of radii shall occur: (i) not more frequently than every five years; and (ii) only upon a prior favorable vote and recommendation of two-thirds (2/3) or more of the votes cast by Governors present at any Governors Conference.

(b) The Member Market Area radius may be altered by a Board policy that fairly and equitably accounts for obstacles or barriers (such as mountains, lakes and major airports) that materially affect the travel time or travel distance between a Member and an Applicant and thereby reduce the likelihood that the Applicant's Property will have an incremental

impact on the Member's Property. The Board will consult with the Governors or the appropriate Member Advisory Committees before adopting the policy. This provision shall not affect the Member's right to request an impact analysis in accordance with Article II, Section 2(C) of these Bylaws.

(3) "Affected Qualified Hotel" means a Qualified Hotel whose Member Market Area includes the location of a Property covered by a Membership Application.

(C) Notwithstanding this Section 3, if a Best Western branded hotel in a primary market cancels its Membership or its Membership is cancelled ("Cancelled Hotel"), Best Western may replace the Cancelled Hotel within the Cancelled Hotel's Member Market Area subject to a policy adopted by the Board and the impact rights of all other Members.

(D) In addition to fees, dues and assessments provided in Article II, Section 6, the Board, by an affirmative vote of five Directors, shall establish fees to cover costs of administering Article II, Section 3. It is intended that this will be a self-funding program, not subject to the limitations stated in Article II, Section 6.

(E) Member Market Area radiuses are as detailed in the Article II, Section 3(B)(2)(a) chart, subject to the following and its Rules 1 through 7:

Best Western brands shall be placed in the following "buckets":

Midscale
Best Western SureStay Brands
Upper Midscale
Best Western Plus BW Signature Collection GLō
Upscale Boutique
Vib Aiden
Upscale
Best Western Premier BW Premier Collection
Extended Stay @Home by Best Western Executive Residency

The following rules shall apply to Membership Applications:

Rule 1: Brands in all of the colored buckets will have full MMA protection regarding hotel applications for brands in their same colored bucket. For example, a Best Western branded hotel will have its full MMA protection for a Best Western or SureStay application (both being in the "blue" band).

Rule 2: Brands in the blue and green buckets will have one-half (1/2) the MMA radius regarding hotel applications in "the other" color bucket. For example,

a Best Western Plus hotel (in the "green" band) will have one half (1/2) the MMA radius regarding a Best Western application (which is in the "blue" band) and vice versa.

Rule 3: Brands in the blue and green buckets will not have MMA protection regarding hotel applications for brands in the "orange" and "red" buckets – but keep in mind that they retain full impact study rights as noted above.

Rule 4: Brands in the orange and red buckets do not have MMA protection against any hotel application in a different color bucket.

Rule 5: Best Western branded hotels (i) in a tertiary market; (ii) with a city population of less than 15,000; and (iii) fewer than five (5) hotels that are listed in Smith Travel Research ("STR") in the city, will retain full MMA protection with regard to any hotel application.

Rule 6: If a Best Western branded hotel converts to a SureStay branded hotel, MMA does not apply to the change of brand.

Rule 7: Soft brand hotels (e.g., BW Signature Collection® and BW Premier Collection®) and SureStay® brand hotels are not Best Western members and do not have MMA protection or impact rights regarding "membership" applications; but, Best Western member hotels have MMA protection as noted above (same color buckets) and all members have full impact study rights.

Rule 8: An Aiden Membership Application shall only be approved by the Board if it meets the following criteria:

- (1) A third-party designer has cultivated an imaginative and innovative hotel design;
- (2) The hotel will include a creative food and beverage element; and
- (3) The hotel is located within an Upscale or primarily urban area or competitive set.

In addition, if an application is in a Member's impact radius, it requires a favorable vote of six (6) Directors.

Rule 9: An @HOME by Best Western Membership Application shall only be approved by the Board if it meets the following criteria:

- (1) New construction or substantially similar design to the @HOME prototype;
- (2) 100% extended stay rooms with kitchens in every room; and
- (3) No complimentary or paid for breakfast.

In addition, if an application is in a Member's impact radius, it requires a favorable vote of six (6) Directors.

(F) In the event an ambiguity, conflict or inadequate data exists in the application of the provisions of this section, the Board shall have the right in its sole discretion to resolve the conflict or ambiguity or to select appropriate data.

Section 4. Transfer of Membership to Another Designated Property

(A) A Membership may be transferred to another designated Property upon such terms, conditions and requirements as may be established by the Board from time to time.

(B) A request to transfer a Membership shall be initiated by a fully completed Transfer Application.

(C) The following terms, conditions and requirements apply to a Transfer Application:

(1) A Transfer Application may be made for another designated Property only in areas where no Member has a right to request an impact study pursuant to Article II, Section 2(C) of these Bylaws or no such Member entitled to notice requests an impact study upon proper notification.

(2) Only one transfer will be permitted within a 10 year period.

(3) Transfers pursuant to this Article II, Section 4 shall not supersede the automatic termination provisions of Article II, Section 7 of these Bylaws as they may apply to the newly designated Property.

(4) The Property to which the Membership is being transferred must, in the opinion of the Board, provide improved representation for the Corporation in the same relevant market. In evaluating this requirement, the Board in its sole discretion may consider the proposed Property's attributes such as, but not limited to: superior facilities to the existing Member Property, better location, stronger access to demand generators and increased visibility.

(D) The Board shall establish fees to be paid by Members applying for a transfer pursuant to this Article II, Section 4. Such fees may be changed by the Board from time to time, but cannot be waived. If there is a unit count change, all fees will be assessed on the basis of the unit count at the new Property, according to Board policy on unit count increases and decreases.

(E) In the event that an ambiguity exists in the application of the provisions of this section, the Board shall have the right to resolve the ambiguity in its sole and exclusive discretion.

Section 5. Duration of Membership

(A) Unless otherwise herein provided, and other than a Four-Year Member and an Extended-Length Member in their respective Four-Year Term or Extended-Length Term, Membership shall be for one year commencing on the first day of the fiscal year of the Corporation and ending on the last day of such fiscal year. A Four-Year Member's Membership shall have as its duration a Four-Year Term as defined in Article I, and an Extended-Length Member's Membership shall have as its duration an Extended-Length Term as defined in Article I. All Memberships shall be continued as provided in Article II, Section 2(B)(2)(a), (b) and (c). All Memberships shall be subject to cancellation or termination as provided in Article II, Sections 7 and 8 of these Bylaws.

(B)

(1) And for applications approved by the Board prior to January 1, 2018. Any Member or contingently-approved Applicant may resign from the Corporation at any time; but, if the Member resigns or is terminated, all fees, dues, and charges for the remainder of the fiscal year (or for the remainder of the Four-Year Term in the case of a Four-Year Member, or for the remainder of the Extended-Length Term in the case of an Extended-Length Member) become immediately due and payable. In addition, an Extended-Length Member shall pay to the Corporation a pro-rata amount of any Development Incentive received based upon the number of months remaining in the Extended-Length Term.

(2) For applications approved by the Board on and after January 1, 2018. Any Member or contingently-approved Applicant may resign from the Corporation at any time; but, if the Member resigns or is terminated, all fees, dues, and charges (to include liquidated damages) become immediately due and payable as detailed in the Membership Agreement. In addition, an Extended-Length Member shall pay to the Corporation a pro-rata amount of any Development Incentive received based upon the number of months remaining in the Extended-Length Term.

Section 6. Fees and Dues

(A) The Board shall establish Entrance Fees to be paid by Applicants. Such Entrance Fees may be changed by the Board from time to time, but cannot be waived. The exception to this limitation is the offering and acceptance of a Development Incentive.

(B) The Board shall establish Annual Dues to be paid by Members eligible for continuing Memberships. Annual Dues shall be established by the Board during each fiscal year for the succeeding fiscal year.

(C) The Board shall establish Monthly Fees designed to cover the cost of providing services to Members. Monthly Fees for Members approved by the Board on or after January 1, 2018, shall be as determined by the Board annually, prior to the following fiscal year; however, if a Member has or Members collectively have a minimum of a fifty percent (50%) financial ownership interest in the Applicant Best Western Property at the time of the Board's application approval, the Monthly Fees shall be three and one-half percent (3 1/2%) of Property Room Revenue. For the purpose of an Applicant being eligible for a Monthly Fee of three and one-half percent (3 1/2%) of Property Room Revenue, the Members or Members must have each and all been a Member as of July 1, 2016.

(D) Annual Dues, Monthly Fees, and assessments may be increased by the Board no more often than once in each fiscal year. No such annual increase shall exceed the lesser of (1) five percent (5%), or (2) the rate of inflation for the previous year, as measured by the United States Bureau of Labor Statistics Consumer Price Index (all items for all urban areas), unless a majority of all Members vote to approve a greater increase in accordance with Article III, Section 5

of these Bylaws. This Monthly Fee limitation shall not apply to Members that pay Monthly Fees as a percentage of Property Room Revenue.

(E) Notwithstanding the limitations of this Section 6, the Board shall have the authority to offer Development Incentives. If an Applicant accepts a Development Incentive, the Applicant shall agree to an Extended-Length Term of no less than ten (10) years and Monthly Fees as determined by the Board. Upon expiration of the Extended Length Term of an application approved by the Board on or after January 1, 2018, Monthly Fees for the renewal term shall be those as determined by the Board for Applications that will be approved the following fiscal year.

Section 7. Cancellation or Termination; Exemptions; Automatic Transfers

(A) Except as provided in Article II, Section 7(B) of these Bylaws, a Membership shall automatically terminate on the date of the occurrence of any one of the following events:

- (1) The Best Western Property is leased or subleased;
- (2) A lease of the Best Western Property terminates;
- (3) If the Best Western Property is not leased, a change occurs of 50% or more of the equitable ownership of the Best Western Property within a 12-month period;
- (4) A change occurs of 50% or more of the equitable ownership of a leasehold interest within a 12-month period;
- (5) If the Best Western Property is not leased, a change occurs of 50% or more of the equitable ownership of the entity or entities owning the Best Western Property within a 12-month period;
- (6) A change occurs of 50% or more of the equitable ownership of the entity or entities leasing the Best Western Property within a 12-month period.
- (7) A term or condition is not met, after the Board, having provided the Member with an opportunity for a hearing, has found grounds exist for cancellation of the Membership and the Member has been granted a conditional extension in lieu of cancellation.
- (8) A Member or Member with Conditions fails to maintain and provide proof of insurance coverage as required by the Rules and Regulations.
- (9) A term or condition is not met by a Member whose Membership Application was approved by the Board with specific requirements and time frames for compliance prior to final approval of the Membership and has been advised that failure to meet any of these requirements will be grounds for automatic cancellation.

Except for the events specified in Paragraphs (A)(7), (8) and (9) of this Article II, Section 7, a Member may request an opportunity to be heard by submitting to the Board, in writing, at least 30 days prior to the effective date of the occurrence, the reasons,

in specific detail, why the automatic termination provisions are inapplicable and the termination should not occur. The Board in its sole discretion may request the Member appear in person and provide oral testimony. The Board shall have sole discretion to determine whether an event of automatic termination will or has occurred.

For the events specified in Paragraphs (A)(7) and (A)(9) of this Article II, Section 7, the termination shall occur immediately, without notice or an opportunity to be heard. For the event specified in Paragraph (A)(8) of this Article II, Section 7, the termination shall occur automatically, without further notice or an opportunity to be heard unless the proof of insurance has been provided within 15 days after notice.

(B) The transactions listed below in this Article II, Section 7(B) are exempt from all provisions of these Bylaws which would otherwise limit transfer of Membership if all the conditions of this Section 7(B) are met. The transferee, within 30 days following the effective date of the change in equitable ownership or lessee interest, must complete and sign all forms then required by the Corporation, and pay to the Corporation all unpaid dues, fees, assessments, rentals and charges owed to the Corporation by the transferor which are not then paid by the transferor; and within such 30 days, or under such more liberal schedules as may be set by the Board, bring the Property to a condition which meets all Best Western standards, policies and requirements which would have been applicable to the transferor. The Board may establish reasonable fees to cover the Corporation's reasonable costs of a transfer of Membership. Where a change in equitable ownership or lessee interest occurs in connection with one of the following transactions, the transferee's rights and obligations as a Member shall be effective as of the date of the change in equitable ownership or lessee interest provided each of the requirements set forth herein is satisfied within the 30 days or other time set by the Board.

- (1) Bona fide financing transactions not involving changes in actual control, such as mortgages, pledges and sale and leasebacks.
- (2) Changes in the legal form of ownership, without an actual change in control, such as a transfer from individual owners to a corporation where the sole owners of the stock of the corporation are the former individual owners.
- (3) A transfer of equitable ownership or lessee interest (including interests transferred in trust) to a parent, spouse, brother, sister, child, stepchild or grandchild of the transferor.
- (4) A transfer to a bona fide lender secured by the Best Western Property occasioned by a bona fide default, such as a mortgage foreclosure, trustee's sale, transfer in lieu of foreclosure or termination of the lease under a sale and leaseback.
- (5) Changes in stock ownership of a corporation whose stock is publicly traded.
- (6) Issuance of new stock in a corporation or new limited partnership interest in a limited partnership

occurring prior to commencement of operation as a Best Western Property.

(C) The transactions described below in this Article II, Section 7(C) are exempt from all provisions of these Bylaws which would otherwise limit transfer of Membership:

Any change in ownership where at the time of change (a) the Member has had a passing Property assessment score for the past two regular assessments, or such greater score as approved by the vote of all Members pursuant to Article III of these Bylaws; (b) the Member has provided the Corporation with documentation satisfactory to the Corporation that, prior to the change in ownership, the Member provided the transferee copies of the then current design report and the last three Property assessment reports for the Best Western Property (or the last two if there have only been two assessments), and the transferee certified in writing that such reports were received; (c) the Best Western Property is in compliance with the current design program pursuant to Rule 500.21 of the Rules and Regulations; (d) the Member, who may be a Member with Conditions, is not past due in meeting any conditions of Membership, which, if past due, would constitute grounds for cancellation of Membership; and (e) the transferor is current with respect to all dues, fees and assessments, then in such instance, all requirements, including completion time frames, then applicable to the transferor shall be transferred to and assumed by the transferee without alteration. The Member shall give the Corporation at least 30 days advance written notice of the intended change in ownership. The Board may waive the notice requirement if it determines that the circumstances of the transfer do not or did not permit giving 30 days advance notice to the Corporation.

Where a change in ownership occurs, the transferee's rights and obligations as a Member shall be effective as of the date of the change in equitable ownership or lessee interest provided each of the requirements set forth above was satisfied, and the transferee completes and signs all forms then required by the Corporation and pays all transfer fees within 20 days following the change or such more liberal schedule as may be set by the Board.

If the transferee's Voting Member of a Property does not have relevant hotel management experience, the Property shall have a General Manager or Assistant General Manager with at least three (3) years' experience as a General Manager or Assistant General Manager, or a management company for the first year after transfer.

(D) Unless already paid by the transferee, the transferor shall be liable for all sums due to the Corporation, including dues and charges, occurring after a transfer, until 30 days after the member services department of the Corporation is notified in writing by traceable, expedited courier, of the transfer. This provision shall not apply to liability associated with Membership transfers occurring prior to the expiration of an Extended-LengthTerm.

(E) In the event that an ambiguity exists in the application of the provisions of this section, the Board shall have the right to resolve the ambiguity in its sole and exclusive discretion.

Section 8. Cancellation of Memberships By Board Action

(A) The Board shall have the right to cancel any Membership under one or more of the following conditions. Failure of the Board to effect cancellation when grounds therefore exist shall not be construed as a waiver of a power to cancel Membership at a subsequent time on the same or different grounds:

(1) Failure to pay dues or other fees, rentals, charges or assessments within the time set by these Bylaws or by the Corporation.

(2) Failure to comply with the terms and conditions or to meet the standards as set forth in the Regulatory Documents.

(3) Failure to operate, manage or maintain the Best Western Property in such a way as to effect credit to the Corporation and the Members.

(B) No Membership shall be cancelled under Paragraph (A) of this Article II, Section 8, except by a vote of a Majority of the Board.

(C) Prior to cancellation of a Membership pursuant to this Article II, Section 8, the Corporation shall notify the Member, by using a traceable, expedited courier service, that the Board is considering cancellation of the Membership. Within 15 days after mailing such notification, the Member may demand, by written notice, sent by traceable, expedited courier, to the membership services department of the Corporation, that a hearing be held to permit the Member to show cause why the Membership should not be cancelled. If such a request is timely made, the Board shall cause a hearing to be held and notice of the place, date and time of such hearing shall be mailed to the Member by using a traceable, expedited courier service, at least 15 days before the date set for the hearing. If a hearing is not timely requested, the Board may cancel the Membership as provided in sub-Section (B) of this Article II, Section 8. The Member shall be advised of the decision of the Board in writing.

(D) Notwithstanding any notice and hearing rights otherwise provided by this Article II, Section 8 or the Rules and Regulations, the Board may provide a lesser notice and opportunity to be heard prior to cancellation of a Membership if it, in its sole and exclusive judgment, believes: (i) the Member exhibits a gross disregard for the Regulatory Documents, or (ii) delay in a cancellation of a Membership may cause irreparable injury to the Corporation, a Member or Members, or the public. In such event, the Board shall provide at least 15 days notice of the intent to cancel the Membership. The Member shall have an opportunity to be heard by submitting to the Board, in writing, within 10 days of the date of mailing the notice, the reasons why the cancellation should not take place. Upon receipt of the Member's response, the Board shall set a hearing at which the Member may

provide oral testimony. If no response is received, the Board may act without a hearing.

(E) Notwithstanding any notice and hearing rights otherwise provided by this Article II, Section 8 or the Rules and Regulations, a Member whose Membership terminates pursuant to Article II, Section 7(A) of these Bylaws may only have an opportunity to be heard as provided in Article II, Section 7(A) of these Bylaws.

Article III

Meetings of Membership and Elections

Section 1. Annual Meeting

The Annual Meeting of the Membership shall be held on a date designated by the Board during the period from September 15th through November 15th of each year. Such meeting shall be held at the location designated by the Board. The purposes of the Annual Meeting shall be to announce the newly-elected Directors, if any, to present to the Members information regarding industry developments and other matters of interest to Members, and to hold a forum for Members to raise, for discussion only, any relevant questions about the Corporation's operations.

Section 2. Special Meetings

Special meetings of the Membership may be called by the Chairperson, by four Directors or by at least 10% of the Voting Members who sign, date and deliver to the Chairperson, the Vice-Chairperson or the Secretary-Treasurer of the Board one or more written demands for the meeting describing the purpose or purposes for which the special meeting is to be held. The Corporation may conduct only those matters at a special meeting of the Members that are within the purpose or purposes described in the notice of the special meeting. Special meetings of the Members shall be held in the City of Phoenix, Arizona, or at the Annual Meeting, and shall commence on a Monday.

Section 3. Notice of Meetings

Written or printed notice stating the date, time, place and the purpose or purposes of each annual and special Members' meeting shall be mailed by the President and Chief Executive Officer to each Voting Member not less than 30 nor more than 60 days before the date of the meeting.

Section 4. Eligibility to Vote

(A) All voting shall be restricted to those Members who hold a current, valid Membership (but not those whose Best Western Properties have never been activated on the Corporation's reservation system) and who have paid in full the Annual Dues for a continuing Membership as required by Article II, Section 2(B) of these Bylaws for the year in which the voting is conducted.

(B) Each Member who meets the requirements of Article III, Section 4(A) of these Bylaws and has on file with the Corporation a current voter registration card prior to the distribution date of the ballot shall be entitled to one vote on each matter submitted to the Membership for voting pursuant to Article III, Section 5

of these Bylaws. The Member or the Member's designee, as stated on the voter registration card, shall be the Voting Member.

Section 5. Presenting Matters for Vote by Written Petition of the Board

(A) Any matter upon which the Members are to vote, except for the election of the Board, shall be proposed by either a written motion approved by a majority of the then serving Directors or a written petition signed by at least 150 Voting Members. The petition shall set forth in detail the matter to be voted upon.

(1) The motion or petition shall be presented to the President and Chief Executive Officer who shall, within 30 days, distribute to each Voting Member a ballot and voting instructions. The President and Chief Executive Officer may also provide factual background and/or explanatory information regarding the matter to be voted upon. The ballot shall set forth each proposed action and shall provide for an opportunity to vote for or against each proposed action. The voting instructions shall indicate the number of responses needed to meet the quorum requirements, state the percentage of approvals necessary to approve each matter and specify the deadline, as provided in Article III, Section 5(C) of these Bylaws for submitting the ballot.

(2) The provisions of Article VIII, Paragraph (D) (2) or (D)(3) of the Articles of Incorporation, regarding required legal opinions, shall be complied with by the proponents before the matter is presented to the President and Chief Executive Officer.

(3) Matters presented for vote pursuant to this Article III, Section 5 shall reflect the vote of each Director on each proposed change. The Board may include a majority and minority opinion on each proposed change, not to exceed 250 words.

(B) Each Member exercising the right to vote shall follow the instructions provided.

(C) At 2:00 p.m., Phoenix, Arizona time, on the first Wednesday (which is not a holiday observed by the Corporation) on or after the 15th day following the distribution of the ballots, which time and date shall be the deadline for submitting votes, voting shall close and the voting system data shall be securely and confidentially provided to the Designated Accountant. On the same day the Designated Accountant shall certify the results of the vote to the Corporation.

(D) All Members voting shall have the right to be present at the certification of the results of the vote and may challenge any procedure or certification. The Designated Accountant shall rule upon each challenge in writing and the ruling of the Designated Accountant shall be final, as shall the Designated Accountant's certification of the voting results.

(E) The President and Chief Executive Officer shall, within five days of receipt of the certification of the voting results, send a written report of the voting results to all Members.

Section 6. Quorum/Votes Required for Passage

(A) Unless otherwise required by the Nonprofit Act or the Articles of Incorporation, a quorum shall be: (i) for any Annual Meeting, or any regular or special meeting of the Members, 10% of the Voting Members; (ii) for any ballot, except for the election of Directors, the timely return of ballots meeting the requirements of this Article III of 10% of the Voting Members, and (iii) for the election of Directors, 10% of the Voting Members whose Best Western Properties are located in the respective District.

(B) Unless otherwise required by the Nonprofit Act, the Articles of Incorporation, or Article II, Section 6(D) of these Bylaws for all matters upon which Members are entitled to vote, except: (i) the Election of Directors, (ii) amendment or repeal of the Bylaws and (iii) amendment or restatement of the Articles of Incorporation, an affirmative vote of a majority of the votes cast shall result in passage of the matter proposed provided at least 33 1/3% of all Voting Members vote in favor of the proposal.

(C) The adoption, amendment or repeal of any Bylaw provision requires the affirmative vote of the Members as set forth in the Articles of Incorporation.

(D) The amendment or restatement of the Articles of Incorporation or any provision thereof shall require the affirmative vote of the Members as set forth in the Articles of Incorporation.

Section 7. Proxy and Cumulative Voting Prohibited

(A) Proxy and cumulative voting by Members is expressly prohibited.

(B) No Member or Members may create a voting trust conferring on one or more trustees the right to vote or otherwise act for the Member or Members.

Section 8. District Meetings

(A) Except as otherwise provided in the Articles of Incorporation and these Bylaws, the Board may call individual District Meetings or combined District Meetings at such times and places as it may determine.

(B) The nomination of Directors under Article IV, Section 3 of these Bylaws shall be conducted at a District Meeting convened at the location of the Annual Meeting no more than two days prior to the Annual Meeting and no later than the adjournment of the Annual Meeting. The election of Directors who are uncontested for election may be conducted at this District Meeting as provided in Article IV, Section 4(A) of these Bylaws.

Section 9. Record Date

In order that the Corporation may determine the Members entitled to notice of a Members' meeting, to demand a special meeting, to vote or to take any other action, the Board may fix a record date, which shall not be more than 70 days before the date of the meeting or action requiring a determination of the Voting Members. In the event the Board does not fix a record date: (i) the Members entitled to vote at the meeting or to demand a special meeting shall be

determined as of 1:00 o'clock in the afternoon on the day before notice of the meeting is sent; and (ii) the Members entitled to take action without a meeting shall be determined as of 1:00 o'clock in the afternoon on the day before the ballot is sent. A determination of Members entitled to notice of or to vote at a Membership meeting is effective for any adjournment of the meeting unless the Board fixes a new date for determining the right to notice or the right to vote. The Board shall fix a new date for determining the right to notice or the right to vote if the meeting is adjourned to a date that is more than 70 days after the record date for determining Members entitled to notice of the original meeting.

Section 10. Action by Written Consent

The Members may approve any action required or permitted by the Nonprofit Act that requires the Members' approval without a meeting of the Members if the action is approved by the affirmative vote of a majority of the voting power unless the Articles of Incorporation, these Bylaws or the Nonprofit Act, as amended, requires the action be approved by a different percentage. The action shall be evidenced by one or more identical written consents describing the action taken, signed by Members representing at least the requisite amount of the voting power required for approval of the action, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records.

Article IV

Board

Section 1. General

The affairs, business and concerns of the Corporation shall be conducted by a Board of seven Directors.

(A) The Directors shall be classified in such a manner that each Director shall serve a term of three years, except as set forth in Article IV, Section 8 and Section 11 of these Bylaws, and in such manner that the terms of approximately one-third of the whole number of Directors shall expire annually. Notwithstanding the foregoing, each Director shall hold office until the Director's successor is elected and qualified, or until the Director's earlier resignation or removal.

(B) The Board shall divide the geographic area of the Membership into seven Districts, comprised of whole states, territories, provinces and/or possessions (the District of Columbia is considered to be a state for purposes of this Article).

(C) A Majority of the Board may, if it deems such action is in the best interest of the Corporation, alter, change or amend the boundaries of the Districts by resolution of the Board without the requirement of amending this Bylaw.

Section 2. Qualifications

The following are qualifications to seek election as a Director (a "Candidate"), and to remain qualified to serve as a Director:

(A) Equity Interest.

(1) A Candidate must own, and must have owned for at least two years prior to seeking election, at least a 25% equity interest in an owned Best Western Property or Properties.

(2) A Candidate must own and continue to own through the election process at least a 10% equity interest in an owned Best Western Property in the District the Candidate seeks to represent.

(3) A Director must continuously own at least a 25% equity interest in an owned Best Western Property or Properties.

(4) A Director must continuously own at least a 10% equity interest in an owned Best Western Property in the Director's District.

(5) A Candidate or a Director may satisfy the 25% equity interest ownership requirement by adding together Best Western equity interest ownerships as long as each added equity interest is at least 10%.

(B) With respect to Sections (A)(2) through (A)(5) above, a Candidate or a Director must be and must remain the Voting Member for any Best Western Property or Properties relied upon to satisfy the equity interest ownership requirement.

(C) Must reside in the District the Candidate seeks to represent and the Director represents.

(D) Has not been convicted of a felony, a crime involving fraud or falsehoods, or a crime related to the operations of a hotel or to the lodging industry.

(E) (1) with regard to Properties in which a Candidate or a Director has an ownership interest, they must cumulatively have and maintain a Quality Assurance average score, measured using the three (3) most recent assessments for each Property, that is at or above the previous year's North American average; and (2) the Board of Directors shall establish a policy of enforcing this requirement consistent with Best Western membership rules.

Equity interest ownership can be established by a Best Western Property that is in a closely held family trust that is for the benefit of the Director Candidate or Director, and a parent, spouse, child or blood-related brother or sister.

Equity interest in a Best Western Property shall be established by providing, at a minimum:

(A) Recorded title to the Property;

(B) Relevant corporate filings showing ownership interest among owners, partners, members or shareholders;

(C) Relevant tax filings; and

(D) Any relevant agreements or trust documents among owners, partners, members or shareholders.

Residence shall be established by providing documentation, at a minimum, of the following:

(A) A permanent personal dwelling in the District;

(B) A valid state or province driver's license or identification reflecting a permanent personal dwelling in the District; and

(C) A valid state or province tax return from the previous year reflecting a permanent personal dwelling in the District.

Failure to provide such equity interest ownership or residence documentation shall constitute a presumption that the Candidate or the Director is not qualified to serve.

Felonies and crimes involving fraud or falsehoods may be established through a search of public records, to include but not limited to court records. The existence of any such record shall constitute a presumption that the Candidate or Director is not qualified to serve. Directors shall certify annually their continued qualification to serve as a Director. The General Counsel may request and a Director shall provide any documents and information reasonably required to evaluate and verify the annual certification. Within the scope of the evaluation and verification, Directors shall execute all documents requested by the General Counsel related to the obtaining of relevant documents and information.

Section 3. Nominations for Directors

No more than two days prior to the date of the first general business session for all Members at the Annual Meeting, nominations for Directors shall be made from the floor at a District Meeting of the District for which a Director is to be elected held pursuant to Article III, Section 8(B) of these Bylaws; provided, however, that except in the case of a vacancy occurring on the Board as described in Article IV, Section 8, a Candidate's name may not be placed in nomination unless there shall have been filed with the General Counsel at least 45 days prior to the calling of the District Meeting to order:

(A) A written statement signed by the Candidate:

(1) Agreeing to accept the nomination.

(2) Certifying Article IV, Section 2 qualifications.

(3) Certifying there is neither a presently serving Director whose term does not expire during that year nor a candidate in any District who is affiliated, directly or indirectly, with a Best Western Property which the certifying Candidate represents.

(B) Documentation supporting Article IV, Section 2 qualifications.

The burden of proof is on the Candidate to establish by a preponderance of the evidence that the Candidate is qualified in accordance with Article IV. The General Counsel may request and the Candidate shall provide any documents and information relevant to determining qualification. The Candidate shall execute all documents requested by the General Counsel related to the obtaining of relevant evidence. Within 7 days of the receipt of the required documentation, the General Counsel shall determine whether the information provided supports the certification. If the General Counsel concludes

that the information provided does not support the certification, the General Counsel shall promptly make a full report with detailed explanation to the Board. The Candidate will not be eligible to be nominated unless at least five Directors vote in favor of accepting the information as supporting the certification.

At least 45 days prior to the District Meeting of the Director Candidate's District, the Director Candidate shall provide to the General Counsel a summary of the Director Candidate's relevant background (to include all past and present Best Western Property equity interest, education, work experience, Best Western experience, and whether the Director Candidate has filed for personal bankruptcy protection in the prior 7 years). This information shall be provided to Voting Members as detailed in Article IV, Section 4.

Section 4. Election of Directors

(A) On or before the second Monday following the date of the first general business session for all Members at the Annual Meeting, the President and Chief Executive Officer shall distribute to each Voting Member in the District for which a Director is to be elected, the following: (i) a ballot showing the names of all qualified nominees for Director from that District; (ii) a summary of each qualified nominee's relevant background (to include all past and present Best Western Property equity interest, education, work experience, Best Western experience, whether the qualified nominee has filed for personal bankruptcy protection in the prior 7 years, and the past two years of performance of any Best Western Property in which the qualified nominee has an equity interest); and (iii) voting instructions indicating the number of responses needed to meet the quorum requirements, stating the percentage of approval necessary to elect a Director and specifying the date and time, as provided in Article IV, Section 4(C) of these Bylaws, by which votes must be submitted in order to be counted; provided, however, if there is only one qualified nominee for Director from the District, the Voting Members of that District that are present at the District Meeting at which nominations for Director were made shall hold a voice vote on election of the nominee.

(B) Except in circumstances where a voice vote is held, each Voting Member may vote for one Director for the District in which the Member's Best Western Property is located and for which candidates have been nominated on the ballot provided pursuant to Article IV, Section 4(A) of these Bylaws. The Member shall cast his/her vote as specified in the voting instructions.

(C) At 2:00 p.m., Phoenix, Arizona time, on the 16th day following the distribution of the election ballots to the Members, which time and date shall be the deadline for submitting votes, voting shall close and the voting system data shall be securely and confidentially provided to the Designated Accountant. On the same day the Designated Accountant shall certify the results of the vote to the Corporation.

(D) All Members shall have the right to be present at the certification of the results of the vote and

may challenge any procedure or certification. The Designated Accountant shall rule upon each challenge in writing and the ruling of the Designated Accountant shall be final, as shall the Designated Accountant's certification of the voting results.

(E) The President and Chief Executive Officer, immediately upon receiving the certification of the results of the election, shall send each candidate a copy of the certification and within five days thereafter send a written report of the election results to all Members.

(F) When a voice vote is held, each Member of the District for which such voice vote is held may, upon being asked by the chairperson of the District Meeting, respond by voice either for or against the sole qualified nominee for Director. The chairperson of the District Meeting shall then determine the outcome of the voice vote, which determination shall be final.

(G) The nominee in each District who receives the highest number of votes cast from Members in that District shall be elected. Where a voice vote is authorized by these Bylaws, a nominee who receives a voice vote in favor of such nominee's election as a Director shall be elected.

(H) Directors elected shall take office at the Regular Annual Meeting of the Board immediately following the Annual Meeting in the year elected or upon certification of the election by the Designated Accountant, whichever occurs later.

(I) Directors shall be elected for a term of three years except as set forth in Article IV, Section 8 of these Bylaws.

Section 5. Quorum; Voting and Waiver of Notice

(A) A Majority of the Board shall constitute a quorum for the transaction of business. Except as expressly provided otherwise in these Bylaws, the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board.

(B) If at any meeting of the Board, there shall be less than a quorum present, a majority of those present may adjourn the meeting, from time to time, until a quorum is obtained, and no further notice thereof need be given other than by announcement at the adjourned meeting.

(C) Proxy voting by a Director or Directors is expressly prohibited.

(D) A Director may waive any notice required by the Nonprofit Act, the Articles of Incorporation or these Bylaws by executing a written notice of waiver before or after the date and time of the meeting. A Director's attendance at or participation in a meeting waives any required notice to the Director of the meeting unless the Director: (i) at the beginning of the meeting or promptly upon the Director's arrival objects to holding the meeting or transacting business at the meeting; and (ii) does not thereafter vote for or assent to action taken at the meeting.

Section 6. Regular Annual Meeting of the Board

(A) There shall be one Regular Annual Meeting of the Board each year and such other meetings as fixed by the Board. Each meeting may extend over a period of consecutive days without being adjourned.

(B) The Regular Annual Meeting of the Board shall be held each year at the principal office of the Corporation at 8:00 A.M. local time on the first or second Monday of the Corporation's fiscal year as determined by the Board, with at least thirty (30) days notice to the Membership, for the purpose of electing Officers of the Board designated in Article V, Section 1 and conducting such other business as may be brought before the meeting.

Section 7. Special Meetings of the Board

Special meetings of the Board may be called by the Chairperson upon the written request of any three Directors (which three Directors may include the Chairperson). Notice of any such special meeting setting forth the date, time and place of the meeting shall be in writing and given at least five days before the meeting personally, by facsimile, by wire or wireless communication, by private carrier, or by overnight courier. The notice shall describe the purpose of the special meeting.

Section 8. Vacancies

A vacancy on the Board occurring prior to 90 days before the next Annual Meeting shall be filled by special election according to the procedures established in this Article IV, Section 8, and in accordance with Article IV, Section 4 of these Bylaws. Notice of the vacancy shall be mailed to the Voting Members in the District for which there is a vacancy within 10 days of receipt of notice by any Director or the President and Chief Executive Officer of the occurrence of an event that has caused a vacancy. Members may nominate candidates by presenting to the President and Chief Executive Officer, within 30 days of the mailing of the notice, a nominating petition signed by at least five Voting Members in the District. The proposed candidate shall submit to the President and Chief Executive Officer or his designee all documents required by Article IV, Section 3 of these Bylaws prior to the distribution of the ballots in a contested election, or within 60 days of the mailing of the notice of the vacancy in an uncontested election. Voting in a contested election shall be conducted by secret ballot, in accordance with Article IV, Sections 4 and 8 of these Bylaws. The President and Chief Executive Officer shall distribute ballots on the 30th day following the mailing of the notice of the vacancy and voting shall be concluded within 60 days of the mailing of the notice of the vacancy. At 2:00 p.m., Phoenix, Arizona time, on the final day of such 60-day period, which time and date shall be the deadline for submitting votes, voting shall close and the voting system data shall be securely and confidentially provided to the Designated Accountant. On the same day, the Designated Accountant shall certify the results of the vote to the Corporation. The candidate receiving the highest number of votes

shall serve the remainder of the term for such Board position. In the event only one candidate is eligible for election, on the 30th day following the mailing of the notice of vacancy, the President and Chief Executive Officer shall declare, upon the affirmative vote of a majority of the then serving Directors at a meeting of the Board, that the candidate is elected to serve the remainder of the term for such Board position. The vote by the Board may be by telephone conference call participated in by a majority of the then serving Directors.

Section 9. Compensation of Members of the Board of Directors

Directors shall serve as such without salary or other compensation, except as provided in this Article IV, Section 9.

(A) Directors shall receive an annual fee. The annual fee shall be adjusted annually, as appropriate, to account for inflation.

(B) For each day a Director (i) is away from both the Director's principal place of business and the Director's primary personal residence and (ii) is performing services on behalf of the Corporation, the Director may request reimbursement of reasonable business and travel expenses. Reimbursement of the expenses shall be according to the then Board policy regarding the reimbursement of business and travel expenses. If a Director stays in a private secondary residence, other than his/her legal residence, while in Phoenix, Arizona, performing services on behalf of the Corporation, the Director may request payment equal to or less than the average amount of the hotel costs paid by Directors staying at Best Western Properties.

(C) For the reimbursement of allowed business and travel expenses, the Director must provide the Corporation with a summary of activities and services performed on behalf of the Corporation and documentation, acceptable for federal income tax purposes, of the expenses incurred. The Board may adopt on an annual basis a policy regarding the reimbursement of business and travel expenses. If the policy differs from that of the prior year, the Board shall provide each Member with a notification of the changes.

Section 10. Specific Powers of Board

Without in any way limiting the general and other powers of the Board as established by statute, by the Articles of Incorporation, and elsewhere in these Bylaws, the Board shall have the following powers:

(A) To employ and discharge the President and Chief Executive Officer.

(B) To work with the President and Chief Executive Officer to carry out the plans, as described in Article V, Section 4 of these Bylaws, and meet the budget approved by the Board.

(C) To manage the operations of the Corporation that affect the financial affairs of the Members, including but not limited to: Membership development, Property

standards and evaluations, hearings and Member meetings and communications.

(D) To work with the Advisory Committees to develop strategic direction of the Corporation.

(E) To set policies for the strategic direction of the Corporation.

Upon written request to the President and Chief Executive Officer, a Director shall be provided all records of the Corporation, including individual employee payroll information. Except for individual employee payroll information, information contained within employee personnel files, as maintained by the director of human resources, shall not be provided. Subject to the provisions of A.R.S. § 10-11602(A), and prior to the disclosure of information received by Directors to third parties, the Director shall notify the Board in writing as to the party requesting information and the purpose of such disclosure. It is the duty of the Director to ensure the information remains confidential and is not disclosed by the third party. The Board may designate other information as confidential. This additional confidential information shall be subject to the notification provisions applicable to individual employee payroll information.

A Director shall immediately report to the President and Chief Executive Officer or the General Counsel all Corporation employee alleged misconduct, including, but not limited to, violations of the Corporation Code of Business Conduct and Ethics, which applies to all Corporation employees, and alleged illegal or unethical behavior by a Corporation employee. The President and Chief Executive Officer or the General Counsel shall promptly advise the Board of any such report and shall keep the Board apprised of the matter. The Board may decide to involve independent outside auditors in any investigation. Directors shall cooperate in any Corporation investigation related to the matter.

A Director does not have the authority to, and may not, promise or grant anonymity, confidentiality, or immunity to any Corporation employee.

Section 11. Removal of Directors

(A) Removal by Petition. Upon delivery to the President and Chief Executive Officer of a written petition proposing the removal of a particular Director, signed by at least one-third of all Voting Members in such Director's District, a special election shall be held according to procedures established in Article IV, Section 8 of these Bylaws. Notice of the election shall be distributed to the Voting Members in the District within 10 days of receipt of the petition. The incumbent Director shall automatically appear on the election ballot unless the Director has notified the Board and the President and Chief Executive Officer in writing of the Director's desire not to be placed on the ballot. In the event the Director resigns before ballots are distributed, election of a Director for the then vacant position shall be as provided in this Article IV, Section 11. Other candidates may be nominated by presenting to the President and Chief Executive Officer, within 30 days of the submission of

the petition, a nominating petition signed by at least five Voting Members in the District. Each proposed candidate shall submit to the President and Chief Executive Officer or his designee all documents required by Article IV, Section 3 of these Bylaws prior to the distribution of the ballots. Voting in contested elections shall be conducted by secret ballot, in accordance with Article IV, Sections 4 and 11 of these Bylaws. The President and Chief Executive Officer shall distribute ballots on the 30th day following the receipt of the petition, and voting shall be concluded within 60 days of receipt of the petition proposing removal. At 2:00 p.m., Phoenix, Arizona time, on the final day of such 60-day period, which time and date shall be the deadline for submitting votes, voting shall close and the voting system data shall be securely and confidentially provided to the Designated Accountant. On the same day, the Designated Accountant shall certify the results of the vote to the Corporation. The candidate receiving the highest number of votes shall serve the remainder of the term of such Board position.

(B) Removal by Board. At any time during the Corporation's regular business hours, members of the Board shall have the right to review any expense reports submitted to the Corporation by any Director. If the Board determines that there is cause to believe that a Director has falsified information on an expense report filed with the Corporation, the Board shall hold a hearing to determine whether the information was falsified by the Director. If the Board determines, based on a preponderance of the evidence, that a Director has falsified information on an expense report, the Board shall ask that Director to resign. If the Director refuses to resign, the Board may remove the Director by the unanimous vote of all remaining Directors (excluding the accused Director). Both the determination of falsification and the vote must take place during an open meeting of the Board at which any Member may attend. The Board may consider at the hearing any evidence it determines to be competent and relevant. The Board member charged with filing false expense reports may attend the hearing with legal counsel and shall have the opportunity to offer a defense. Any Member is entitled to obtain from the Corporation a copy of the minutes of any proceeding for the removal of a Director. If the Board removes a Director, as provided herein, the Board shall call a special election in the removed Director's District for the election of a new Director.

(C) Removal as Not Qualified.

In the event that a Director is presumed not qualified to serve based upon Article IV, Section 2 Qualifications, the Director may submit any relevant evidence to establish that he or she is qualified to serve and the following process shall be used to determine what further action, if any, to take:

(1) If the General Counsel determines that there is reasonable cause to believe that a Director does not meet the qualification requirements of Article IV (the "Respondent"), the General

Counsel shall engage an independent third-party to conduct an inquiry related to the Respondent's qualifications. The General Counsel shall promptly advise the Board in writing of the engagement.

(2) The independent third-party shall conduct an impartial investigation regarding the Respondent's Article IV qualifications. The independent third-party shall consider all competent, relevant evidence. The Board and the Respondent shall cooperate fully in the investigation and provide any requested relevant documents and information to the independent third-party. Within the scope of the investigation, the Board and the Respondent shall execute all documents requested by the independent third-party directly related to the obtaining of documents and information.

(3) All reasonable efforts shall be made by the independent third-party to complete the investigation within 30 days of engagement.

(4) The independent third-party shall produce a written report that includes findings of fact and conclusions as to whether the Respondent meets the Director qualification requirements of Article IV. The independent third-party shall use a preponderance of the evidence standard.

(5) The written report shall be provided to the General Counsel who shall provide the report to the Board, including the Respondent, within three business days of receipt.

(6) The General Counsel will present the report at an open session Board meeting within 30 days of receipt of the written report.

(7) If the independent third-party concludes that the Respondent meets the Director qualification requirements of Article IV, the matter shall be closed and no further action required.

(8) If the independent third-party concludes that the Respondent does not meet a Director qualification requirement of Article IV, the Respondent shall be provided notice, and shall have the right to be present and to have counsel present at the open Board meeting at which the report is presented and considered. The open Board meeting at which the report is presented and considered shall not be less than 20 days after the Director is provided notice of the report. Respondent's counsel shall not have the right to address the Board; rather, counsel may assist and advise the Respondent. If upon completion of the process the Respondent is not removed, the Respondent will be reimbursed reasonable attorney's costs and fees; otherwise, counsel shall be at the sole cost of the Respondent.

(9) At the open Board meeting, the Respondent will be allotted a reasonable amount of time to present relevant, competent evidence. The Respondent may also make a statement.

(10) The Board shall consider the report and all matters presented, deliberate in open session and then determine, through vote, whether the

matter of the Respondent's qualifications and possible removal should be submitted to the Members for vote. If a majority of the Directors then serving (excluding the Respondent) does not vote to submit the matter of the Respondent's qualifications and possible removal to the Members for vote, the matter is closed and no further action required.

(11) If the Board determines by a vote of a majority of Directors then serving (excluding the Respondent), that the matter of the Respondent's qualifications and possible removal should be submitted to the Members for vote, the Board shall submit the proposed removal to the membership for ballot in accordance with Bylaws Article III, Section 5. The ballot shall include a copy of the independent third-party's report and the vote of each Director on the issue of sending the matter to the Members for vote. The Board may include a majority and minority statement on the proposed removal, not to exceed 250 words each. The Respondent may provide a statement, not to exceed 250 words.

(12) If the ballot for the removal of the Respondent results in an affirmative vote of a majority of the votes cast, provided at least 33 1/3 % of all Voting Members vote in favor of the removal, the ballot shall result in the removal of the Respondent who no longer holds office upon the certification of the ballot by the Designated Accountant.

(13) A ballot for the removal of the Respondent requires the affirmative vote of a majority of the votes cast, and the affirmative vote of at least 33 1/3 % of all Voting Members, in favor of the removal, otherwise the Director is not removed and the removal action as to qualifications is concluded. A Director removal ballot that does not pass does not affect any other action taken by the Board.

If the ballot results in the removal of Respondent, the process of filling the vacancy detailed in Bylaws Article IV, Section 8 Vacancies, shall apply.

Section 12. Maximum Term of Directors

No person who shall have served two or more elected terms, whether or not consecutive, shall be eligible to be appointed or elected as a Director. For purposes of this Article IV, Section 12, "elected term" shall include an unexpired term to which a Director is elected to fill a vacant Director position pursuant to Article IV, Section 8 of these Bylaws, or to replace a removed Director pursuant to Article IV, Section 11 of these Bylaws, which elected term shall have as its length the period from election until the next Regular Annual Meeting of the Board plus three years.

Section 13. Conduct of Board Meetings

At least 10 days prior to each regular Board meeting, a written agenda setting forth each item to be presented at the meeting shall be prepared and made available to each Director and to any Member upon request. Action at Board meetings shall be limited to action on those

items set forth in the agenda, except for such matters as the Chairperson and at least two other Directors certify in writing to involve a bona fide emergency requiring immediate action of the Board. All meetings of the Board shall be open to any Member except that the Board may convene a closed executive session for the purpose of considering personnel matters, considering confidential issues dealing with specific Members, receiving legal advice or for any other matter which, to avoid legal liability, may require confidential treatment. The Board may convene an executive session only upon the affirmative roll call vote of at least 80% of the then serving members of the Board. Action of the Board may only be taken by recorded roll-call vote and the vote of each Director on each issue must be recorded. The Board shall keep detailed minutes of all meetings, including minutes of the general nature of discussions in executive sessions, which minutes shall be made available to all Members upon request. The Board may keep detailed minutes of proceedings in executive session which shall be considered privileged and not subject to disclosure except upon proper legal authority or court order. An executive session may only occur within a regular or special Board meeting.

Section 14. Limitation on Employment of Directors During and Following Term

During the period of time an individual serves on the Board, and for a period of five years thereafter (commencing from the date the individual no longer is serving on the Board, whether or not the former Director completes the entire term), such individual shall not be employed by the Corporation in any capacity without the approval of the Members. In addition, during such period of time, such Director, and any corporation, partnership, proprietorship, trust or other business entity in which such individual has an equity or beneficial interest of more than 5%, shall not in any way be employed or engaged by the Corporation, or contract with the Corporation, in any manner, without the approval of the Members. The approval of the Members required in this Article IV, Section 14 shall be determined pursuant to Article III of these Bylaws.

Section 15. Limitation on Certain Appointees

(A) No Board member may appoint his or her own employee or relative as a Governor or to an Advisory Committee. For purposes of this Bylaws Article IV, Section 15: (i) an employee is a person who receives compensation from and whose work is controlled or directed by a Board member or an entity in which a Board member has an ownership interest; and (ii) a relative is a parent, spouse, brother, sister, child, stepchild, grandparent, grandchild, uncle, aunt, nephew, niece, or first cousin (all through blood or marriage) of the appointing Board member.

(B) No Board member may appoint his or her business partner as a Governor or to an Advisory Committee unless the appointee is a current Voting Member and has an ownership interest of at least 10% of the hotel of which the appointee is the current Voting Member.

For purposes of this Bylaws Article IV, Section 15, a business partner is defined as an individual with whom a Board member directly shares business interests (e.g., revenue, losses, and/or liability).

Section 16. Litigation Defense Costs and Fees

A Director who is a plaintiff in a lawsuit, or who is providing funding for a lawsuit, in which the Corporation, the Board, a Director, an Officer, an employee, a subsidiary, or an affiliate organization is a defendant, shall be responsible for reimbursing the Corporation for all reasonable costs of litigation, including, but not limited to, attorneys' costs and fees and expert witness costs and fees, if the defendant Corporation, Board, Director, Officer, employee, subsidiary, or affiliate organization is the prevailing party in such lawsuit.

Article V

Officers

Section 1. Designation of Officers

The Board shall annually, at its Regular Meeting of the Board, name the Officers of the Board who shall consist of a Chairperson of the Board, Vice-Chairperson of the Board and Secretary-Treasurer of the Board, all of whom shall be Directors. The Board shall have the power to confer such titles as it deems appropriate on any Officer or employee of the Corporation.

Section 2. Chairperson

(A) The Chairperson, who shall serve for a one year term, shall preside at Board meetings and official meetings of the Members. The Chairperson shall have such powers as the Board may assign. The Chairperson shall have the right to serve as an ex officio member of any committee appointed by the Board. No person shall serve more than one year as Chairperson unless elected to an additional term by the unanimous vote of the Board.

(B) In the absence of the Chairperson, or in the event of the Chairperson's inability or refusal to act, the Vice-Chair person, or a Director elected by the Board for the term and purpose stated in the resolution of election shall perform the duties of the Chairperson, and when so doing, shall have all the powers of, and be subject to, all the restrictions upon the Chairperson.

Section 3. Vice-Chairperson

A Vice-Chairperson shall be named by the Board and shall perform such duties and have such authority as determined by resolution of the Board.

Section 4. President and Chief Executive Officer

The President and Chief Executive Officer shall be named by the Board, shall be the chief administrative officer of the Corporation and shall have such powers and duties as the Board may assign. The President and Chief Executive Officer shall have such duties, responsibilities and powers as are incident to a chief executive officer, but shall at all times be responsible to the Board and shall carry out and conform to the orders and directions issued from time to time by the Board. The President and Chief Executive Officer

shall be responsible for managing the affairs of the Corporation in order to meet the objectives of the Board in the strategic direction, updated strategic plan, yearly business plan and yearly budget or amendments thereto approved by the Board. The President and Chief Executive Officer shall be responsible for the hiring and discharging of all Vice-Presidents and other employees. Prior to the discharge of a Vice-President, the President and Chief Executive Officer shall notify the Board members and allow discussion.

Section 5. Vice-Presidents

Vice-Presidents named by the President and Chief Executive Officer shall perform such duties and have such authority as determined by the President and Chief Executive Officer.

Section 6. Secretary-Treasurer

The Secretary-Treasurer of the Board shall perform such duties as determined by the Board.

Article VI

Miscellaneous Provisions

Section 1. Corporate Seal

The corporate seal of the Corporation shall be circular in form and shall contain the name of the Corporation, the date of its creation and the words "Incorporated in Arizona." Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced on, or otherwise applied to any document, paper or other receiving surface.

Section 2. Fiscal Year

The fiscal year of the Corporation shall be such as shall from time to time be determined by the Board.

Section 3. Checks, Drafts, Notes

All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such Officers, or agent or agents, of the Corporation, and in such a manner, as shall from time to time be determined by the Board.

Section 4. Loans

No loans shall be contracted on behalf of the Corporation, and no evidence of indebtedness shall be issued in its name, unless authorized by the Board. Such authority may be general or confined to specific instances.

Section 5. Annual Financial Statement

Within 90 days after the close of the fiscal year of the Corporation, a financial statement, including the balance sheet and profit and loss statement for the preceding fiscal year, shall be furnished to each Member. This financial statement shall be certified by an independent certified public accountant.

Section 6. Annual Budget

At least 30 days prior to the beginning of each fiscal year, the Board shall have approved a final, detailed annual budget showing proposed receipts and expenditures for the upcoming fiscal year. The annual

budget shall be distributed to all Members who make written request therefore, and who acknowledge, on a form prescribed by the Corporation, that, except as may be required by law, the Member will maintain and protect the confidential nature of the documents provided, except that it may be disclosed to Voting Members. Members receiving the annual budget shall reimburse the Corporation for reasonable photocopy charges (which shall not include employee or overhead expenses of the Corporation).

Section 7. Patronize Best Western Hotels

The Board shall adopt policies designed to maximize the business use of Best Western Properties by Members, the Board, Officers, employees and agents. The policy shall provide that a Best Western Property should be patronized, subject to reasonable availability, anytime that the Corporation pays for motel or hotel rooms or services. Such policy may provide for exceptions, however, where Best Western Properties are not reasonably available for the Annual Meeting or for District Meetings, and for trade shows held at other facilities where it is beneficial for attendees to be staying on premises at such non-Best Western facilities.

Section 8. Limitations on Assessments

A Member shall be given a minimum of 24 hours notice before any assessment of such Member's Best Western Property. No assessment of a Member's Property shall occur while such Member is attending any official meeting of the Corporation, including (without limitation) annual conventions and meetings of the Board, or within close proximity to the death of a family member of the particular Member, or on a recognized holiday. No points shall be deducted from an assessment score with respect to work on or improvements to a Property designed to correct the matter in issue and pursued with reasonable diligence, (i) which has been commenced prior to receipt by the Member of the notice of assessment, but which has not yet been completed, and which was not indicated to need correction on the next previous assessment, or (ii) which has been commenced in response to and within a reasonable time after the last assessment of the Property, but has not yet been completed at the time of the current assessment. If the same defects are noted in the next following assessment, points may be deducted at that time.

Section 9. Marketing/Pricing Programs

(A) The Board shall not establish any mandatory marketing or discount programs involving a discount from published rack rates of Members in excess of 10%, without an affirmative vote of the Members pursuant to Article III of these Bylaws.

(B) Only mandatory programs, and voluntary marketing programs that have been agreed to in writing by the Member, may be loaded into the reservation system in an "open" status.

Section 10. Advisory Committees

(A) To provide for appropriate Membership input into decisions of specific concern to Best Western Property owners, and to assist the Board and the management

team in maintaining proper insight into company matters, the following Advisory Committees are hereby created: Best Western for a Better World Committee, Education & Training Committee, Marketing Committee, Membership Development Committee, Quality Assurance Committee, Reservations & Technology Committee and Supply Committee.

(B) The role of the Advisory Committees is to provide the benefit of Property perspective and to act as an advisory group to the Board, enhancing the Corporation's ability to provide Member services. The role of the Advisory Committees is not to provide direction to or supervision of the Corporation's staff. Any direction of the Corporation's staff in relation to Advisory Committee functions may be undertaken by the Board upon recommendation of the Advisory Committee. Advisory Committee members will follow the Corporation's ethics policies.

(C) Each District shall be represented by the same number of Members on each Advisory Committee. Each Director shall annually appoint Advisory Committee members whose Best Western Property is within the Director's District. These appointments shall be subject to ratification by the Board. At any time, the appointment or ratification of an Advisory Committee member may be rescinded, with the vacancy filled by the Director, subject to ratification by the Board. Advisory Committee members shall be eligible to serve a maximum of six consecutive years, at which time they must leave the Advisory Committee for a minimum of three years before being eligible for reappointment to that Advisory Committee. Advisory Committee members may serve beyond six years until the expiration of the current term of the appointing Director. No Member may serve simultaneously on more than one Advisory Committee.

(D) At the beginning of each fiscal year, the Board, with the recommendations of the Advisory Committees, shall establish the anticipated program of work for each Advisory Committee. The Board shall determine the amount of funds necessary for each Advisory Committee to complete its assigned tasks in a comprehensive and reasonable manner. Such budget shall provide funding sufficient for a minimum of two meetings per year, which all Advisory Committee members may attend in person.

(E) The Board shall ensure that each Advisory Committee is provided with timely, comprehensive and pertinent information reasonably necessary to carry out well-informed deliberations. Advisory Committee action will take the form of recommendations reported to the Board no later than the second regular Board meeting following each Advisory Committee meeting. In addition, the chairperson of the Advisory Committee and the appropriate member of staff are responsible for accurately reporting the Advisory Committee findings to the Board, and to be available in person or via telephone to discuss and answer any questions the Board may have regarding the Advisory Committee recommendations.

(F) The recommendations and actions of any Advisory Committee shall not be binding on the Board or the Corporation and shall not constitute an act of the Corporation.

Section 11. Conflict of Interest

No employee of the Corporation shall directly or indirectly, as a proprietor, partner, shareholder, employee, lender or in any other capacity, acquire or retain any interest in a Best Western Property.

Section 12. Information to Members

Except as specifically provided otherwise in the Nonprofit Act, the Articles of Incorporation or Article II, Section 8 of these Bylaws, whenever these Bylaws require the Board or the Corporation to notify, advise or provide information or material in writing or by mail, the notice, advice, information or material may be provided by letter, facsimile, e-mail, the Corporation's website for Members, or other appropriate means calculated to provide such information or material to the intended recipient.

Section 13. Electronic or Online Voting System

For all Membership ballots, other than those conducted by a voice vote, the Corporation shall use an electronic or online voting system that shall:

- (A) Be confidential, auditable and secure;
- (B) Provide voter anonymity; and
- (C) Produce accurate vote counts.

Article VII

Indemnification of Directors, Officers, Governors and Committee Members

Section 1. Persons Indemnified

The terms "Corporation," "Director," "Expenses," "Liability," "Officer," "Party," and "Proceeding" when used in this Article VII, Indemnification of Directors, Governors and Committee Members, shall have the same meanings as set forth in A.R.S. § 10-3850, as amended.

(A) Directors. To the extent the Nonprofit Act, as amended, permits a Corporation to indemnify a person who is or was a party to a Proceeding because he is a Director, this Corporation shall indemnify said person, as more fully provided in the Articles of Incorporation.

(B) Officers. To the extent the Nonprofit Act, as amended, permits a Corporation to indemnify a person who is a Party to a Proceeding because the person is or was an Officer of the Corporation, this Corporation shall indemnify said person to the same extent as a Director. In addition, this Corporation shall indemnify said person to the extent permitted in the Articles of Incorporation.

(C) Governors. To the extent the Nonprofit Act, as amended, permits a Corporation to indemnify a person who is a Party to a Proceeding because the person is or was a Governor of the Corporation, this Corporation shall indemnify said person to the same extent as a Director. In addition, this Corporation shall indemnify

said person to the extent permitted in the Articles of Incorporation.

(D) Standing Committee Member. To the extent the Nonprofit Act, as amended, permits a Corporation to indemnify a person who is a Party to a Proceeding because the person is or was a standing committee member of the Corporation, this Corporation shall indemnify said person to the same extent as a Director. In addition, this Corporation shall indemnify said person to the extent permitted in the Articles of Incorporation.

(E) Ad Hoc Committee Member. To the extent the Nonprofit Act, as amended, permits a Corporation to indemnify a person who is a Party to a Proceeding because the person is or was an ad hoc committee member of the Corporation, this Corporation shall indemnify said person to the same extent as a Director. In addition, this Corporation shall indemnify said person to the extent permitted in the Articles of Incorporation.

Section 2. Advance of Expenses

This Corporation may pay for or reimburse the reasonable Expenses incurred by a Director, Officer, current or former Governor or current or former standing committee member who is a Party to a Proceeding in advance of final disposition of the Proceeding in accordance with A.R.S. § 10-3853, as amended.

Section 3. Power to Indemnify

(A) Subject to the provisions of paragraph (B) of this Section 3, to the extent permitted by Arizona law, the Board shall have the power to indemnify persons who are not Officers, Directors, Governors, standing committee members and ad hoc committee members and the power to pay for or reimburse reasonable expenses incurred by any such person who is a Party to a Proceeding.

(B) No other person or entity than those specifically named in the Articles of Incorporation shall be indemnified unless by specific Resolution of the Board identifying the indemnitee and the specific scope and conditions of the indemnity.

(C) Except as provided above in paragraph (B) of this Section 3, no indemnity shall be extended, by grant whether express or implied, to a Member, actual or apparent agents or independent contractors.

Article VIII

Code of Business Conduct and Ethics

The Directors of the Board acknowledge and accept the scope and extent of their duties as directors. Directors have a responsibility to carry out their duties in an honest, businesslike manner and within the scope of their authority, as set forth in the Corporations & Associations laws of the State of Arizona, and in the Articles of Incorporation and Bylaws of the Corporation. Directors are entrusted with, and are responsible for providing oversight of the assets and business affairs of the Corporation in an honest, fair, diligent and ethical manner. Directors must act within

the bounds of the authority conferred upon them and with the duty to make and enact informed decisions and policies in the best interests of the Corporation and all of its Members. The Board, and Directors individually, shall comply with the following Code of Business Conduct and Ethics (the "Code") and shall adhere to the standards of loyalty, good faith, and the avoidance of conflict of interest that follow.

Section 1. Duty of Good Faith and Loyalty

(A) A Director owes allegiance to the Corporation and must act in the best interests of the Corporation while acting in his or her official capacity.

(B) A Director shall be diligent to ensure that the Corporation's interests are pursued during the meetings of the Board.

(C) A Director may not use the position or authority for personal profit, gain or other personal advantage over other Members or the Corporation.

(D) A Director is accountable to the Corporation and all Members for his or her official actions and can be held personally liable for fraud or breach of fiduciary duty in the conduct of Best Western's affairs. "Fraud" generally means any act, expression, omission or concealment intended to deceive another for the Director's benefit. "Fiduciary duty" generally refers to the duty of a Director to act with a duty of care, loyalty, good faith and honesty in a manner that the Director reasonably believes is in the best interests of the Corporation. Whenever a Director has a question about any particular behavior or action, he or she should consult the Corporation's legal counsel.

(E) A Director shall exercise honest and reasoned judgment and act reasonably and in good faith for the best interests of the Corporation.

(F) A Director shall not discuss personal business during a meeting of the Board nor advance his or her personal interests while in official session at the expense of the Corporation.

(G) A Director shall not make personal attacks on other Directors, staff or Members. Disagreements shall be expressed in an objective, professional and respectful manner to the entire Board and shall not be directed to the person with an opposing point of view.

(H) A Director may not accept commissions or rebates that belong to the Corporation for his or her personal gain.

(I) A Director shall not submit to the Corporation false claims nor make false statements related to any claim for reimbursement.

(J) A Director shall conduct all aspects of his or her public and private life in a manner that does not disparage or degrade the image of the Corporation or the Board.

Section 2. Duty to Use Care, Skill and Diligence When Carrying Out Official Acts

(A) A Director is required to act honestly and in good faith, in a manner reasonably believed to be in the best interests of the Corporation, and with the care that

an ordinarily prudent person in a like position would exercise under similar circumstances.

(B) A Director shall use his or her best efforts to keep apprised of legislation or regulations that affect the Corporation.

(C) A Director shall seek the advice of experts when making decisions on behalf of the Corporation in areas of competence in which the Director has not been trained.

(D) A Director may not exercise favoritism, and must treat all Members and all similar situations alike, serving the interests of all Members impartially and without bias.

(E) A Director may not knowingly act or vote to act in an illegal manner, and must advocate that the Board comply with applicable laws, codes, contracts, and agreements to which the Corporation is bound.

(F) A Director shall make a diligent effort to become trained and skilled in the business of the Corporation in such areas as business strategy, marketing, membership development, finance, and governance.

(G) A Director shall obtain a working knowledge and general understanding of governing documents such as the Bylaws, Rules and Regulations and Board policies that regulate the Corporation.

(H) A Director is entitled to rely upon information and reports presented by Officers or other employees of the Corporation whom the Director reasonably believes are reliable and competent in the matters presented. The Director should express his or her opinion for the record if he or she does not believe the information is reliable and vote consistently with that opinion. The Director should consult the Board's legal counsel if he or she believes the Board, any Director or the Corporation is acting unlawfully or unethically.

(I) A Director is entitled to rely upon legal opinions, financial statements, and other information relating to matters that the Director reasonably believes are within the person's professional or expert competence.

Section 3. Acting within the Boundaries of Board Authority

(A) The authority of the Board is defined in the laws of the State of Arizona, and the Articles of Incorporation and Bylaws of the Corporation.

(B) The Board's authority includes, without limitation, the power to employ and discharge the President and Chief Executive Officer; to work with the President and Chief Executive Officer to carry out the strategic plans of the Corporation; to meet the budget approved by the Board; to manage the operations of the Corporation that affect the financial affairs of the Members, including but not limited to membership development, property standards and evaluations, hearings and Member meetings and communications; to work with the Advisory Committees to develop strategic direction of the Corporation; and to set policies for the strategic direction of the Corporation.

(C) An individual Director's authority is limited to those acts that are transacted during the course of

a duly called meeting of the Board with a quorum present, or upon the unanimous written consent of the Board.

(D) Subject to the requirements of the Bylaws, the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board. A Director shall not act or purport to act for or on behalf of the Board except as set forth in the Bylaws.

(E) A Director shall not violate government laws that regulate the operations of the Corporation.

(F) A Director shall not violate the Corporation's Articles of Incorporation.

(G) A Director shall not violate the Corporation's Bylaws.

Section 4. Duty to Disclose Every Personal Conflict of Interest to the Corporation

(A) A Director is required to make prompt and full disclosure to the Board of any conflicting interest, either direct or indirect, he or she has or may have in a transaction to which the Corporation is or may be a party. The disclosure shall include all facts known to the Director that an ordinarily prudent person would reasonably believe to be material to a judgment about whether or not to proceed with the transaction.

(B) A conflicting interest includes, without limitation, any interest the Director has in the transaction if it is of such financial significance that it would reasonably be expected to exert an influence on the Director's judgment if he or she were called on to vote on the transaction.

(C) A Director shall not vote on or participate in discussions or deliberations on matters when a conflict is deemed to exist other than to present factual information or to respond to questions presented.

(D) A Director who discloses a conflict or potential conflict shall request that the disclosure be recorded in the minutes of the meeting.

(E) A Director shall assure that the minutes properly record his or her abstention on any votes on matters for which a conflict may exist.

(F) A Director may vote on an issue that benefits the Director if the issue is one that is decided for the general good of the Corporation and the Members. An example is voting to replace signage. If the motion is to replace all signs for all Members, a Director may vote. If the motion is to replace signs only on the Director's property, it would be improper for that Director to vote.

Section 5. Duty of Confidentiality

(A) A Director has a duty of confidentiality and shall not release, publish or divulge to any unauthorized third-party, or otherwise use for personal gain, any confidential information learned or received while serving as a Director.

(B) Confidential information includes but is not limited to: trade secrets (defined below); marketing plans; corporate strategy; financial records and information; contracts and other legal documents; business and

contractual relationships; employee information; and information discussed or revealed during executive sessions of the Board.

(C) A “trade secret” includes any Best Western information that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

(D) A Director has a duty to protect the confidentiality of information learned in any Board executive session, including documents reviewed and the substance of any discussions.

(E) A Director shall not release, publish or divulge to any unauthorized third-party, or otherwise use for personal gain, the information learned or received during a Board executive session.

(F) A Director shall not disclose confidential information to a Member unless: (i) the disclosure is made in accordance with the Bylaws; and (ii) the Board has been notified of the proposed disclosure and has determined that the disclosure would not pose an unreasonable risk of harm to the Corporation’s best interests.

(G) Other than when performing official duties as a Director, a Director shall not access, disclose or share with a third-party the Corporation’s information about individual Members.

(H) A Director must use special care to protect a Member’s financial records containing personal information from being examined or read by an unauthorized third-party.

(I) A Director may not use information learned about a Member within the scope of his or her duties as a Director as a topic of conversation with other Members.

(J) A Director must not reveal confidential bidding information from contractors or provide unauthorized information to bidders about the review of the bids.

(K) A Director has a duty to protect the confidentiality of information learned in the applicant screening and decision making process.

(L) A document marked confidential is presumed confidential. If a Director questions whether information or a document are confidential, whether marked confidential or not, the Director should inquire by asking the individual who authored or provided the information or document whether the information or document are confidential prior to release to any third-party.

Section 6. Duty to Refrain from Impeding the Work of Staff

(A) A Director’s primary obligation is to participate in the governance and policymaking process of a Corporation.

(B) A Director should not be involved in the setting or enforcement of Board or corporate policies except during a meeting of the Board of Directors.

(C) An individual Director is not empowered to provide day-to-day work instructions to staff unless authorized to do so during a meeting of the Board.

(D) An individual Director does not have authority to waive compliance with any decision or policy of the entire Board of Directors.

(E) An individual Director does not have the authority to utilize staff or corporate resources other than for the purpose of performing duties as a Director.

Section 7. Compliance

Directors are expected to adhere to the Code. It is the responsibility of each Director to understand the Code, and to seek further explanation and advice concerning the interpretation and requirements of the Code, as well as any situation which appears to be in conflict with it.

A Director who has reasonable cause to believe that the Code has been violated shall promptly report the known facts to the Board and to the Corporation’s General Counsel. The matter shall be placed on the agenda of and considered at the next meeting of the Board. A Special Meeting of the Board may be called to consider the matter.

When determining whether the Code has been violated by a Director, and when determining appropriate actions to be taken in the event of a violation of the Code, the Board shall adhere to the due process requirements of the Code. However, for an alleged violation related to a Director submitting falsified information on an expense report filed with the Corporation, the provisions of and due process requirements of Bylaws Article IV, Section 11(B) shall apply rather than the following Article VIII, Section 8.

Section 8. Due Process

For purposes of determining whether a Director has violated the Code, and any appropriate actions to be taken if so determined, the following shall apply:

(A) If, during an open session of a meeting of the Board, the Board determines by a majority vote (excluding the Director alleged to have violated the Code (the “Respondent”)), that there is reasonable cause to believe that a Director/the Respondent has violated the Code, the Board shall engage an independent third-party to conduct an inquiry related to the alleged Code violation.

(B) If more than one Director is alleged to have violated the Code, the Board shall treat each such Director individually and separately under this section, and for each such Director shall have a separate and distinct vote on reasonable cause, independent investigation and, if applicable, meeting for considering the independent third party’s report and vote on recommended action. A Director alleged to have violated the Code shall not be excluded from any vote relating to another Director’s alleged violation of the Code, unless the Director has a conflicting interest or would otherwise be prohibited from voting under the Bylaws or applicable laws.

(C) If a Director is alleged to have engaged in multiple violations of the Code, those violations

may be considered together in a single investigation and process under this section.

(D) The independent third-party shall conduct an impartial investigation regarding the alleged Code violation. The independent third-party shall consider all competent, relevant evidence. The Board and the Director alleged to have violated the Code shall cooperate fully in the investigation and provide any requested relevant documents and information to the independent third-party.

(E) All reasonable efforts shall be made by the independent third-party to complete the investigation within thirty (30) days of engagement.

(F) The independent third-party shall produce a written report that includes findings of fact and conclusions as to whether the Respondent violated the Code. The independent third-party shall use a preponderance of the evidence standard.

(G) The written report shall be provided to the General Counsel, who shall provide the report to the Board, including the Respondent, within three (3) business days of receipt.

(H) The independent third-party's findings of fact and conclusions as to whether the Respondent violated the Code are binding on the Board, the Respondent, and the Membership.

(I) If the independent third-party finds that the Code has not been violated, the matter shall be closed.

(J) If the independent third-party finds that the Code has been violated, the independent third-party shall include in the written report any recommended penalties. Recommended penalties may include, but are not limited to, censure and/or removal of the Respondent as a Director.

(K) If the independent third-party determines that the Respondent violated the Code, and the independent third-party recommends one or more penalties, within ten (10) days of receipt of the written report, the Board shall, without vote, forward the matter to the President and Chief Executive Officer for distribution to the Membership for vote with regard to each recommended penalty in accordance with Bylaws Article III, Section 5.

(L) The ballot shall include a copy of the independent third-party's written report. The Respondent may submit a statement, not to exceed two pages in length, which will be included in the ballot material.

(M) If the ballot for any penalty results in an affirmative vote of a majority of the votes cast, provided at least thirty-three and one-third percent (33 1/3 %) of all Voting Members vote in favor of the penalty, the ballot for that penalty shall have passed and each such penalty shall be effective upon the certification of the ballot by the Designated Accountant.

(N) If a ballot results in the removal of Respondent, the process of filling the vacancy detailed in Bylaws Article IV, Section 8 Vacancies, shall apply.

(O) A Director who resigns after the Board finds that there is reasonable cause to believe that the Code has been violated, or who is removed by the Membership for violating the Code, is disqualified from future service as a Director and shall not be appointed to

a leadership position (e.g., Governor or Advisory Committee member).

Section 9. Effective Date

The effective date of the Code shall be the date of certification of the Member-approved ballot by the Designated Accountant (the "Effective Date" (March 10, 2010)). The Code shall be enforceable with regard to all Director conduct subsequent to the Effective Date.

Section 10. Affirmation

Directors will annually sign an affirmation that they have read, understand, agree to be bound by, and will comply with the Code as follows:

I hereby acknowledge that I have received, read, understand and agree to comply with the Corporation's Code of Business Conduct and Ethics throughout my term as a Director on the Corporation's Board of Directors ("Term"). Furthermore, I hereby confirm now, and with respect to my Term, that each of the following statements is and will be accurate, except as otherwise noted below. If any statement becomes inaccurate, I will promptly report it to the Corporation's Board of Directors.

(A) I will comply with all of the General Corporation laws of the State of Arizona, Bylaws, Rules and Regulations and other Regulatory Documents (as defined in the Corporation's Bylaws) of the Corporation that apply to me as a Director or Member.

(B) I will not be an Officer, Director, trustee, partner, employee, owner or stockholder (excluding ownership of stock in a publicly held company) of any entity which either (a) directly or indirectly does business with the Corporation or (b) directly or indirectly competes with the Corporation, except with respect to any hotel Property (as defined in the Corporation's Bylaws).

(C) If I become aware of any transaction(s) involving the Corporation (including but not limited to disposition of Corporation assets) which to my knowledge was/were not properly authorized or accurately and fairly reported in the Corporation's books and records I will report them to the Audit Committee of the Corporation's Board of Directors.

(D) I will not give or offer to give or authorize another to give or offer anything of value (including but not limited to commissions, rebates, kickbacks or bribes) to any foreign or domestic government official or representative or any domestic or foreign political party official or candidate for political office for the purpose of inducing such person to use his influence to assist the Corporation in obtaining or retaining business or to benefit the Corporation or any other person in any way.

(E) To my knowledge, no relative of mine has, or is attempting to have, any direct or indirect relationship (other than ownership of stock in a publicly held company) with any entity which has or will have commercial dealings with the Corporation.

(F) Neither I nor any of my immediate relatives will directly or indirectly solicit or accept any gifts, payments, services, entertainment, travel, pleasure outing or other favor or benefit in any single transaction or series of transactions exceeding \$250.00 per year in value from any single person or entity doing business or seeking to do business with the Corporation, excluding normal

business meals and activities in the ordinary course of business.

(G) I will not perform services for, nor accept compensation from, any competitor of the Corporation, except with respect to any hotel property (as defined in the Corporation's Bylaws).

(H) I will not pursue as a personal business opportunity any business opportunities that rightfully belong to the Corporation.

(I) I will take all reasonable precautions to protect the Corporation's confidential information, and will not release, publish or divulge to any unauthorized third-party, or otherwise use for personal gain, any confidential information learned or received during the performance of official duties as a director.

(J) If I have reasonable cause to believe that the Code has been violated, I shall promptly report the known facts to the Board of Directors and Corporation's General Counsel.

(K) I am not now, and to the best of my knowledge will not become, involved in any situation that might create, or appear to create, any conflict of interest between me and the Corporation.

Article IX

Amendments

These Bylaws may be amended as provided in the Articles of Incorporation.

Best Western International, Inc. Restated Articles of Incorporation

As Amended Through August 30, 2000

Amendments

1. June 7, 1966 – Article VII
2. August 12, 1968 – Articles VI & VII
3. November 21, 1975 – Article I
4. October 14, 1976 – Articles IV & VI
5. January 19, 1978 – Article V
6. December 19, 1978 – Article I
7. July 21, 1987 – Article VII
8. September 20, 1989 – Article VII
9. August 30, 2000
10. June 14, 2006 – Article VI

ALL PROVISIONS OF THE EXISTING ARTICLES OF INCORPORATION NOT INCLUDED IN THESE RESTATED ARTICLES ARE EXPRESSLY REPEALED UPON ADOPTION OF THESE RESTATED ARTICLES.

Article I

The name of the Corporation shall be:
BEST WESTERN INTERNATIONAL, INC.

Article II

The principal meeting place of the Corporation shall be in Phoenix, Arizona, but the Corporation may establish other meeting places and other offices elsewhere within and without the State of Arizona.

Article III

The general nature of the Corporation shall be for the following purposes:

- (A) To foster the interest of its members and those which are in any way related to the motel industry by common business interest;
- (B) To encourage high business standards and fair and honest treatment of the general traveling public, and specifically in providing for their convenience and comfort, and in the dissemination of highway and travel information and other aids;
- (C) To establish and maintain uniformity and equity in the customs of the motel trade;
- (D) To acquire, preserve and disseminate valuable information and to encourage closer relationships among those engaged in the industry;
- (E) To stimulate and cultivate close and lasting friendships and fellowships among those engaged in the industry;
- (F) To sue and to be sued;
- (G) To make, execute, deliver and assume the obligations of contracts;

(H) To receive property by devise or bequest, subject to laws regulating the transfer of property by Will;

(I) To convey, exchange, lease, mortgage, encumber, transfer upon trust or otherwise to dispose of all property, real or personal;

(J) To own, buy, lease and operate office buildings, store rooms, garages, club houses and other edifices;

(K) To do any and all things necessary, suitable and proper for the accomplishment of its affairs and the accomplishment of any of the purposes or for the attainment of any of the objectives or for the exercises of any of the powers herein set forth or which may be recognized as proper and lawful objectives of a trade association, all of which shall be constituted with the public interest of this trade and industry.

Article IV

The known place of business for the Corporation is 6201 N. 24th Parkway, Phoenix, Arizona 85016.

Article V

The Corporation shall be a member nonprofit corporation.

Article VI

There shall be no capital stock issued by this nonprofit Corporation. Memberships in the Corporation shall not be assigned except in accordance with the terms and conditions set forth in the Bylaws and none of the members of the Corporation shall receive pecuniary gain or profit. In the event of the dissolution of this Corporation after adequately taking care of all debts and obligations, any remaining assets of the Corporation shall be distributed to a nonprofit educational or charitable organization.

Article VII

The time of the commencement of this Corporation shall be the date upon which the Arizona Corporation Commission shall issue its certificate. The Corporation shall have perpetual existence as provided for by law.

Article VIII

(A) The Annual Meeting of the membership shall be held during the period from September 15th through November 15th of each year on a date to be designated by the Board of Directors and such meeting shall be held at a location designated by the Board of Directors.

(B) The affairs of the Corporation shall be conducted by a Board of Directors comprised of seven (7) Directors who shall be members of the Corporation.

(C) The annual election of Directors hereafter shall be as set forth in the Bylaws.

(D) 1. The members of the Corporation may propose the adoption, amendment or repeal of any Article of Incorporation or Bylaw or part thereof without the prior action of the Board of Directors. A proposal to adopt, amend or repeal any Article of Incorporation or Bylaw, or part thereof, may

be initiated upon the written request of at least one hundred fifty (150) members who meet the requirements of Article III, Section 4 of the Bylaws, which request shall be delivered to the Secretary of the Corporation at its known place of business.

2. Before a proposal to adopt, amend or repeal any Article or Bylaw is distributed for member signatures, the proposal shall be submitted to the Board and, at the Board's discretion, the proposal may be reviewed by Best Western's legal counsel. Counsel shall render an opinion within thirty (30) days whether the proposal violates any local, state or federal laws or whether the proposal requires the repeal or modification, in whole or in part, of any current Articles, Bylaws or Rules and Regulations. Counsel shall render to the Board and the proponents of the proposal an opinion stating what modifications, if any, are recommended to be made to the proposal and to current Articles, Bylaws or Rules and Regulations to avoid conflict or inconsistency or to provide clarity.

3. In the alternative to D(2) above, the proponents may, in lieu of submitting the proposal to the Board prior to distribution for member signatures, submit the proposal with the required member signatures, along with a legal opinion of a licensed Arizona attorney. The opinion must state that the proposal does not violate any local, state or federal laws, does not require the repeal or modification, in whole or in part, of any current Articles, Bylaws or Rules and Regulations unless such repeal or modifications are included in the proposal.

4. Proposals to adopt, amend or repeal the Articles of Incorporation or Bylaws shall reflect the vote of each Director on each proposed change. The Board may include a majority and minority opinion on each proposed change, not to exceed 250 words.

(E) The Board of Directors may also propose the adoption, amendment or repeal of any Article of Incorporation or Bylaw or part thereof without the prior action of the members. The Board of Directors must also comply with the applicable provisions of Paragraph D(2).

(F) The power to adopt, amend or repeal the Bylaws of this Corporation shall be vested solely in the members of the Corporation. The adoption, amendment, or repeal of any Bylaw provision shall require the affirmative vote of the lesser of two-thirds (2/3) of the votes cast or a majority of the voting power, unless the Arizona Nonprofit Corporation Act, as amended, or the body proposing the provision requires a greater vote; provided, at least thirty-three and one-third percent (33 1/3%) of the voting power vote in favor.

(G) Subject to A.R.S. § 10-11002(A), as it now exists or may hereafter be amended, the power to amend or restate these Articles of Incorporation shall be vested in the members of the Corporation. The amendment or restatement of the Articles shall require the affirmative vote of the lesser of two-thirds (2/3) of the votes cast

or a majority of the voting power, unless the Arizona Nonprofit Corporation Act, as amended, or the body proposing the provision requires a greater vote; provided, at least thirty-three and one-third percent (33 1/3%) of the voting power vote in favor. The Board of Directors may restate the Articles of Incorporation without member vote if no amendment is included.

(H) Unless the Arizona Nonprofit Corporation Act, as amended, requires a greater vote, in which case the Arizona Nonprofit Corporation Act shall apply, the following shall require the affirmative vote of two-thirds (2/3) of the votes cast; provided at least thirty-three and one-third percent (33 1/3%) of the voting power vote in favor:

A. Any amendment to these Articles of Incorporation that terminates all members or class of members or redeems or cancels all memberships or any class of memberships.

B. Any amendment to these Articles of Incorporation that terminates a majority of members or class of members or redeems or cancels a majority of memberships or any class of memberships.

C. Any amendment or restatement of Article V or Article VI of these Articles of Incorporation.

D. Any amendment or restatement of this Article VIII (H).

(I) Board of Directors' initiated amendments to the Articles and Bylaws shall comply with the provisions of A.R.S. § 10-11003, as may be amended.

Article IX

The private property of each and every member of the Corporation, officer and Director shall, at all times, be exempt from all debts and liabilities of the Corporation.

Article X

To the fullest extent that the law of the State of Arizona, as it now exists or as it may hereafter be amended, permits the elimination of or limitation on the liability of Directors and Officers, no Director or Officer of the Corporation shall be liable to the Corporation or its members for monetary damages for any action taken or any failure to take any action as a Director or an Officer. Any repeal or modification of this Article shall be prospective only and shall not adversely affect any elimination or limitation on the personal liability of a Director or Officer of the Corporation existing at the time of such repeal or modification.

Article XI

Pursuant to A.R.S. § 10-3202(B)(2) and to the fullest extent that the Arizona Nonprofit Corporation Act, as amended, permits a nonprofit corporation to indemnify a Director, Officer, Governor and Standing Committee member for, from and against liability as defined in A.R.S. § 10-3850, as amended, to any person for any action taken, or any failure to take action as a Director, Officer, Governor, Standing Committee member and Ad Hoc Committee members, the Corporation shall

provide indemnification for, from and against any such liability to the Directors, Officers, Governors, Standing Committee members and Ad Hoc Committee members.

Article XII

The members of the Corporation may adopt or amend Bylaws in accordance with Article VIII of these Articles of Incorporation to fix a greater quorum or voting requirements for members than is required by the Arizona Nonprofit Corporation Act, as it now exists or as it may hereafter be amended.

EXHIBIT J-2 TO FDD

2025 RULES AND REGULATIONS



|

45

Best Western International, Inc.

Rules & Regulations - Table of Contents

100.0	General Provisions.....	2
200.0	Regional Governors.....	2
300.0	Signs and Advertising.....	4
400.0	Reservations System.....	5
500.0	Administrative.....	6
600.0	Lobby and Front Office.....	14
700.0	Buildings, Grounds and Public Areas.....	15
800.0	Housekeeping Department.....	18
900.0	Guest Rooms and Bathrooms.....	18
1000.0	Logo Items and Room Supply Requirements.....	21
1100.0	Violations and Sanctions.....	23
1200.0	Procedure for Cancellation of Membership.....	23
1300.0	Procedure for Termination of Contingently-Approved Applicants.....	26
	Member Approved Ballots.....	27

Chapter I

100.0 General Provisions

- 100.1 The rights and obligations of Members are contained in the laws of the State of Arizona and Best Western's Articles of Incorporation, Bylaws, Rules and Regulations, New Construction Guidelines, Renovation & Refurbishing Guidelines, Membership Application and Agreement, annual Membership Certification Agreement, and the orders or directives of the Board of Directors (the "Board"). Such rights and obligations shall be governed by and subject to such modifications to and amendments of the foregoing as may be duly effected from time to time by the Arizona Legislature, the Membership of the Corporation or the Board as the case may be.
- 100.2 The Articles of Incorporation may be amended or repealed only by the Members in accordance with Section 10-1034, Arizona Revised Statutes.
- 100.3 The Bylaws may be adopted, amended or repealed only by the Members in accordance with Article VIII of the Bylaws.
- 100.4 The Rules and Regulations, New Construction Guidelines and Renovation & Refurbishing Guidelines may be adopted, amended or repealed, and the orders or directives of the Board may be adopted, amended, repealed or rescinded only by the Board in accordance with the Bylaws.
- 100.5 The Rules and Regulations, New Construction Guidelines, Renovation & Refurbishing Guidelines, and orders or directives of the Board may supplement the laws of the State of Arizona, the Articles of Incorporation and the Bylaws, which are the primary repository of the rights and obligations of the Members. Any inconsistency between the provisions of the Rules and Regulations, New Construction Guidelines, Renovation & Refurbishing Guidelines, and orders or directives of the Board and the provisions of the laws of the State of Arizona, the Articles of Incorporation or the Bylaws is controlled by the laws, Articles or Bylaws, in that order.
- 100.6 The secretary of the Corporation shall maintain in current form the Articles of Incorporation, the Bylaws, the Rules and Regulations, the New Construction Guidelines, the Renovation & Refurbishing Guidelines, and orders or directives of the Board. These shall be made available for inspection by any Member at the principal office of the Corporation during business hours.
- 100.7 Current Articles of Incorporation, Bylaws, Rules and Regulations, New Construction Guidelines, Renovation & Refurbishing Guidelines, and any order or directive of the Board shall be made available for inspection by any Member at all regular and special meetings of the Members.
- 100.8 Each Member shall be given a copy of the then current Articles of Incorporation, Bylaws, Rules and Regulations, New Construction Guidelines and Renovation & Refurbishing Guidelines at or before the time the Membership commences. Thereafter, any modifications, revisions and amendments to any of the foregoing will be made available to Members as soon after adoption as is reasonably practicable.
- 100.9 Terms used in these Rules and Regulations that are defined in the Bylaws shall have the same definitions here, unless the context indicates otherwise.
- 100.10 Except as otherwise required by law, the Articles of Incorporation or the Bylaws, the provisions of this chapter are directive, not mandatory. Non-compliance with any provision in this chapter shall not confer any right upon, waive any obligation of, or entitle to any relief, any Member without a showing that the Member would otherwise be substantially prejudiced.
- 100.11 Except as provided otherwise in the Bylaws and Rules and Regulations, Membership in Best Western International, Inc. ("Best Western") is personal and nontransferable. Only a natural person can hold a Membership. The approval or disapproval of an application for Membership rests wholly within the discretion of the Board.

Chapter II

200.0 Regional Governors

- 200.1 A. Each Director shall annually appoint regional Governors to act as liaisons between the Board and the Membership within the geographic regions covered by the respective appointments. These appointments shall be ratified by the full Board.
- B. The number, responsibilities and accountabilities of the regional Governors shall be determined at the time of appointment and may be altered or rescinded by the Board.
- C. The appointment of a regional Governor may be rescinded and vacancies may be filled by the Director at any time and ratified by the full Board.
- D. The Board may waive any of the criteria of rules 200.2 and 200.3 when there are extenuating circumstances.
- 200.2 In order for an individual to be appointed as a Best Western Governor, the individual shall:
- A. Be a Voting Member or owner;
- B. Have a minimum of three years hotel/motel industry experience;
- C. Have a minimum of two years Best Western experience;
- D. Be a participating member in industry related associations available in his/her area;
- E. Have attended his/her respective Best Western District Meeting or the Annual

Convention each year for the past two years;

F. Comply with the following items at all Best Western Properties where the Governor is a Voting Member or owner:

1. Attainment of a Quality Assurance score at or above the previous year's North American average, averaged over the past three most recent assessments.
2. Have a customer service complaint ratio below the previous year's North American average.
3. Have a current Best Western account.
4. Be current on Design standards.

G. A CHA designation is highly recommended.

200.3 After appointment as a Best Western Governor, the Governor shall meet the following criteria:

A. Continue to be a Voting Member or owner;

B. Continue to be a participating member in industry related associations available in his/ her area;

C. Communicate with each Member within their respective region no less than one time annually:

1. Review management of the Property for the purpose of advising and recommending areas needing improvement.
2. Review with management any issues of concern. The goal should be to enhance consistency among Properties in the application of quality control, customer services, design and brand identity policies.
3. Serve as a resource to the Member on Best Western matters.
4. File a report on the consultation with the District Manager within 30 days. Discuss serious concerns with the District Manager as soon as possible.

D. Upon request by his/her Director, assist with issues affecting the Association or represented region:

1. Communicate with his/her Director on any issues concerning Members in the District.
2. Communicate any violations of Membership requirements to the staff or Director occurring within the district.
3. Communicate any concerns Members have about Best Western as it may relate to governance issues, Bylaws changes or Rules and Regulations.

E. Attend and actively participate in the following meetings:

1. Attend the Governors' Conference each year and, if a newly appointed Governor, attend the new Governor Orientation session at the Governors' Conference.
2. Attend either his/her respective District Meeting or the Annual Convention

each year. Attendance at both meetings is strongly encouraged.

3. Attend, when possible, a Best Western training workshop annually.

F. Upon request by his/her Director or the Board, serve in a leadership role for the organization:

1. Provide advisory assistance to the Board on strategy, governance and Member matters.
2. Serve on one Member Advisory Committee upon request.
3. Assume other leadership assignments when called upon by the Director.

G. Upon request from Membership Development or the Director, visit a proposed Applicant's Property or site, if new construction.

1. File a written report with Membership Development upon completion of the visit within the required time frame as outlined by the Development Department.
2. Objectively evaluate the proposed Member, keeping in mind the value of the proposed Member Property to the Association.

H. Comply with the following items at all Best Western Properties where the Governor is a Voting Member or owner:

1. Maintain a Quality Assurance score at or above the previous year's North American average, averaged over the past three most recent assessments.
2. Maintain a customer service complaint ratio below the previous year's North American average.
3. Maintain a current Best Western account.
4. Continuously operate their Property/ Properties in a manner to ensure that grounds for cancellation of Membership/ contingent approval do not exist.

I. Follow Best Western's ethics policies.

200.4 Regional Governors shall serve without pay but may receive reimbursement for expenses as determined by the Board:

A. Mileage reimbursement is in accordance with Best Western policy. One night's lodging will be reimbursed if travel exceeds 200 miles one way. Airfare and rental car reimbursement authorized with advance Director approval.

B. One complimentary registration for the Governor to attend his/her regional District Meeting.

C. Governors will be reimbursed for travel expenses to attend the Governors' Conference including airfare, lodging and meals. Rental cars are not included.

D. Travel to District Meetings and Annual Convention is at Governor's own expense.

E. All reimbursable expenses incurred during the course of the year are to be submitted to the Finance Department within sixty (60) days of the date of the expense. All reimbursable expenses must be submitted no later than forty-five (45) days following the end of the fiscal year in which incurred. Expenses not turned in within these time frames will not be reimbursed.

F. Governors may request payment of a \$250 fee for visiting an Applicant's Property or new construction site to evaluate the application when Best Western requests the visit. Best Western will establish conditions for payment, such as physically visiting the location, and completing and submitting reports by the time required by Best Western. The Board may revise the conditions for payment and/or fee from time to time, in its sole discretion. This is the only fee or pay authorized under this Rule 200.4.

Chapter III

300.0 **Signs and Advertising**

300.1 The appropriate Best Western logo shall be incorporated into all branded signs, including outdoor billboards, as detailed in the Brand Identity Manual as approved by the Board. A budget, dated, cluttered, or disjointed sign is not permitted as may be determined by Best Western Brand Identity Administration. The Member or Applicant shall have the right to appeal to the Board regarding compliance with this Rule. The decision of the Board shall be final.

300.2 Each Member shall display on the Property a Best Western-approved primary sign as detailed in the Brand Identity Manual.

300.3 Placement, size, and type of all branded signs shall be approved by Best Western Brand Identity Administration. All Property branded signs shall comply with the current Rules and Regulations and the Brand Identity Manual.

300.4 Best Western branded signs may only be obtained from a Best Western-endorsed vendor.

300.5 The Member shall be responsible for the cost of installation of any and all Best Western signs and shall be responsible for maintaining such signs in first-class condition.

300.6 Upon termination or cancellation of Membership, the former Best Western Member shall remove all Best Western branded signs, names, and marks, and any part thereof, or any display of a Best Western mark, logo, or emblem. The cost of removal of Best Western identification upon termination or cancellation of Membership shall be the responsibility of the former Member. If Best Western must take action to require or complete the removal, destruction, or alteration of Best Western branded signs, names, marks, or any other Best Western identification, the former Member shall be responsible for costs and

fees, including attorneys' fees, incurred by Best Western.

300.7 All logos not conforming to Best Western standards shall be removed or replaced to meet Best Western requirements at the Member's expense.

300.8 In cases where zoning prohibits display of an approved sign which meets Best Western's minimum requirements, Members shall submit zoning ordinances, plus graphics and dimensions to Best Western Brand Identity Administration for review. The Member or Applicant must request a variance in writing from the local city board and, if denied, appeal to the next level of government. If local ordinances prevail, the Member or Applicant shall be required to comply with Best Western's minimum requirements in the following manner.

A. All allowed branded signs shall be installed in the most advantageous combination of permitted locations and sizes within the primary Property entry area, including entry drive, canopy, porte cochere, and lobby main entrance.

B. When the canopy or the porte cochere are the only permitted locations to display the Property name, then the Best Western logo shall be displayed as outlined in the Brand Identity Manual.

C. The Member or Applicant shall have the right to appeal to the Board regarding compliance with this rule. The decision of the Board shall be final.

300.9 Each Member shall use either the appropriate hotel descriptor text or logo immediately preceding the individual Property name in directories and travel guides, brochures, postcards, hotel letters, envelopes, business cards, Yellow Pages, courtesy cars/vans, and in all media as outlined in the Brand Identity Manual or policies and directives of the Board. If the Member elects to use the appropriate descriptor text rather than the logo immediately preceding the Property name to meet this requirement, the appropriate descriptor logo shall be placed elsewhere in advertisement or display.

300.10 All Best Western branded signs, names, and marks shall be reproduced in their true proportions and entirety and, when reproduced in color, in the approved colors, in accordance with the Brand Identity Manual.

300.11 No Member shall permit the use or display of any merchandise or advertising bearing the Best Western logo in any non-member lodging facility.

300.12 No Member shall permit the use or display of any merchandise or advertising of a nonmember facility at, or in connection with, the advertising of a Member Property except as provided in the Brand Identity Manual, as may be changed from time to time by the Board.

300.13 All branded signs including outdoor billboards, shall conform to quality standards, design

- specifications, and approved art in accordance with the Brand Identity Manual.
- 300.14 All branded signs, including supporting structures and bases, shall be well-maintained, properly lighted, and in a good state of repair and operation at all times. All branded signs are subject to assessment during Quality Assurance assessments.
- 300.15 A Property may post rates on outdoor billboards and signs. However, all rate posting shall meet the following minimum standards: (a) All rooms of the advertised room type shall be offered at the advertised price; (b) all rate posting shall conspicuously indicate the type of room offered and shall indicate the number of persons accommodated at the advertised price if the posted rate is based on a number of occupants; and (c) the posted rate shall be available at all times during which the rate is being posted unless the rate posting conspicuously indicates all restrictions placed on the availability of the posted rate. Any rate posting shall conform to the Best Western rate sign posting graphic standards. All rate posting shall represent a bona fide offer to sell the advertised rooms at the advertised price.
- 300.16 All signs and identification of any other motel/hotel chain shall be removed before installing the Best Western sign and beginning operation as a Best Western Property.
- 300.17 The Member is cautioned that it is the Member's responsibility to ensure that all branded signs comply with prevailing laws and ordinances. Compliance with the standards and criteria of Best Western does not assure compliance with state and local laws and ordinances.
- 300.18 To the extent of any inconsistency between the provisions of Chapter III of these Rules and Regulations and any manuals, brochures, guidelines, drawings, or specifications adopted pursuant to Chapter III, the provisions of these Rules and Regulations shall apply.
- 300.19 Each Member shall display in plain view at the front desk an ownership plaque in accordance with the Brand Identity Manual.
- 400.4 No Member shall permit the referral of Best Western guests to non-member properties unless all available Best Western rooms in a given area are filled.
- 400.5 Future reservations shall be solicited of each guest at the time of check-in and check-out. This shall be done consistently as a part of the registration and check-out procedure.
- 400.6 Front desk personnel of all Properties are required to be proficient in sending and receiving reservations.
- 400.7 Standards for arrival times that require guarantees and guaranteed policies will be set periodically by Best Western. Each Member shall, when required by Best Western, select from these standards the desired guarantee policy for the Property. Members shall comply with the selected policy for the entire period for which the selection is made.
- 400.8 Each Member shall honor room reservations made with either an advance deposit or credit card guarantee or a 4pm/6pm hold if accepted by the Property, at the rate confirmed at the time of booking. If for any reason a room is not available, the Member shall arrange for comparable accommodations in the area, if possible at a nearby Best Western; if not, at a comparable hotel or motel. The room shall be provided at no charge to the guest for the first night's stay. Transportation and a telephone call to notify the guest's home or office of the change shall also be provided without charge.
- 400.9 Room rental rates for each Best Western and group rates, if applicable, are established by the Member based on such considerations as investment, location, competition, season and any other matters deemed pertinent by the Member in its sole discretion. Each Member shall furnish accurate and current room rate information and current group rate information, if applicable, for publication and use in the reservations system. Serious, repeated or unexplained failures to provide accurate and current room rate information may be deemed to constitute continued violations, deficiencies or infractions of applicable Rules and Regulations and may result in cancellation of Membership in accordance with paragraph 1100.6 and the procedure set forth in Chapter XII of these Rules and Regulations.

Chapter IV

400.0 Reservations System

- 400.1 Each Member shall participate in and comply with such reservations system as may be approved and adopted by the Board, including any and all alterations, amendments, deletions or supplements thereto.
- 400.2 Each Member shall execute such documents and agreements as Best Western deems necessary to effectuate Member participation in and compliance with such reservations system.
- 400.3 Intentionally omitted.
- 400.10 Each Member shall furnish accurate and current information in a timely manner for publication and use in the reservations system.
- 400.11 Intentionally omitted.
- 400.12 Intentionally omitted.
- 400.13 Intentionally omitted.
- 400.14 Children 12 years old or under stay free when accompanied by a parent or grandparent in the same room.

Chapter V

500.0 Administrative

- 500.1 All fees, dues and assessments payable by Members to the Corporation shall be established by the Board.
- 500.2 All Members shall pay such fees, dues and assessments as may be established by the Board.
- 500.3 All Members shall pay a monthly fee established by the Board.
- 500.4 All monthly charges are due and payable on or before the 15th of each month. An additional charge shall be assessed for late payment.
- 500.5 Annual Dues shall be non-refundable on December 1.
- 500.6 A. Applications for Membership shall be made on application forms as prescribed by the Board and accompanied by payment in full of the appropriate fee as established by the Board. Applicants shall be elected to Membership in the Association by favorable vote of a majority of the Board. Voting on Membership Applications may be by mail or at any special or regular meeting of the Board.

B. The Board may in its sole discretion consider Membership Applications for lodging facilities which are proposed for construction or under construction. The Board may approve such applications subject to one or more contingencies or conditions imposed by the Board in its sole discretion and, in the case of facilities proposed for construction, may allow the applicant 12 months in which to begin construction (poured concrete footings on approved site). If such conditional or contingent approval is given, the applicant shall not be entitled to Membership until the Board has received proof, satisfactory to it, that all such conditions or contingencies have been timely satisfied. The Board may permit Applicants who have received contingent approval for properties under construction to have a listing in the reservations system under certain conditions. Applications given contingent or conditional approval as provided in this paragraph (B) shall not be transferable to any other location.

C. The Board may act upon Membership Applications by or on behalf of prospective purchasers or transferees of lodging facilities for which current Memberships are held by approving such applications subject to one or more contingencies or conditions imposed by the Board in its sole discretion. If such contingent approval is given, the Applicant shall not be entitled to Membership until the Board has received proof, satisfactory to it, that all such conditions or contingencies have been timely satisfied. Such final approval, if granted, shall be effective from the date of close of sale or transfer. The Board may direct that customary membership services to the Property remain uninterrupted during any contingency period, upon the applicant's

agreement to timely comply with the stated conditions and pay the established fees, dues and assessments for said period and the cost of all goods or services provided by or ordered through Best Western whether or not the application is ultimately approved. However, in no event shall this continuation of customary membership services be construed as granting Membership status to the Applicant.

D. The Board may act upon other Membership Applications by approving such applications subject to one or more contingencies or conditions imposed by the Board in its sole discretion. If such contingent approval is given, the Applicant shall not be entitled to Membership until the Board has received proof, satisfactory to it, that all such conditions or contingencies have been timely satisfied. Such final approval, if granted, shall be effective from the date the final approval is granted. The Board may direct that customary membership services to the Property may commence during any contingency period, upon the Applicant's agreement to timely comply with the stated conditions and pay the established fees, dues and assessments for said period and the cost of all goods or services provided by or ordered through Best Western whether or not the application is ultimately approved. However, in no event shall this commencement of customary membership services be construed as granting Membership status to the Applicant.

- 500.7 A. All Applicants for new Membership, including those made by or on behalf of prospective purchasers or transferees of lodging facilities for which current Memberships are held, shall remit a non-refundable evaluation fee with their applications. The amount of the evaluation fee shall be established by the Board from time to time to defray, in whole or in part, the administrative costs, including assessment costs, of evaluating such new Membership Applications.

B. All Applicants shall also remit an affiliation fee with their applications in an amount established from time to time by the Board. The affiliation fee shall be non-refundable 30 days after either approval by the Board of the application or upon conditional approval by the Board of the application and the Applicant's agreement to satisfy the stated conditions in timely manner. If (i) an application is initially denied by the Board or, (ii) in the case of an application for lodging facilities which are proposed for construction, the Applicant withdraws the application within six months of the initial Board action on the application and prior to the start of construction, then in either such event, the affiliation fee, less any amounts owing Best Western by virtue of agreements made pursuant to paragraphs 500.6 (C) and (D) of the Rules and Regulations, shall be refunded to the Applicant. The refund shall be paid only after (i) return is made to

Best Western or its designated agents of any and all Best Western Property in possession of the Applicant, including the Best Western sign and reservations equipment, if any; and (ii) discontinuance by the Applicant of any use or display of any Best Western marks, service marks, membership marks, trademarks, trade names and business symbols, including without limitation, the Best Western emblem and logo.

- 500.8 A. An Applicant granted conditional approval for a Property proposed for construction may apply for extensions of time related to the conditional approval so long as construction has not yet commenced. Extensions may be granted by Best Western in six (6) month increments. The total amount of time that may be allowed to begin construction shall be three (3) years from the date of conditional approval.

Each such Applicant seeking an extension shall submit:

1. Any such request at least thirty (30) days prior to the then-expiring period allowed for commencement of construction;
2. A progress report describing, at a minimum, the current status of financing, architectural plans, specifications, satisfaction of zoning requirements, and plans for commencement of construction; and
3. Payment of a non-waivable extension fee, with the extension fee determined by the Board from time to time. The extension fee shall be nonrefundable as of the date that the extension period begins.

B. In the event that a request for extension is not timely submitted, an extension shall not be granted and the applicant may not re-apply for Membership at the same location for ninety (90) days following the end of the extension period. Any such re-application following the expiration of an extension shall be accompanied by all fees required under Rule 500.6.

- 500.9 All Members are required to use the name "Best Western" as part of the name of their Property either as the sole name or in combination with another name. All advertising of a Member Property bearing Best Western as its sole name, however, shall include the statement "individually owned." Legal entities such as corporations, partnerships, firms or associations that own, lease or operate properties are not permitted to use the name "Best Western" as any part of their legal name.

- 500.10 All Members shall accept all approved credit cards for payment of room rent and services.

- 500.11 A Member or designated operating manager or active management employee of each Best Western Property shall attend either the Annual Convention or a District Meeting each year.

- 500.12 All new Members are required to send a representative of their hotel, motel or resort to an Orientation Seminar before they are permitted to operate their facility as a Best Western Property. This representative shall be an on-site employee of the Property, serving in some operational or management capacity. In addition, all Members shall participate in the "Tools for Success" program at their own expense.

- 500.13 All Members shall accept reservations from bona fide travel agents on a year-round, space-available basis and pay at least the standard 10 percent commission on the gross room rental, except for bookings on special package programs made at net rates as specified by Best Western.

- 500.14 Each Member and each contingently approved Applicant shall keep in full force, at all times, a policy (or policies) of insurance which:

A. Is a public liability and property damage policy. Coverage shall be on a commercial general liability form including the broad form endorsement or its equivalent. Coverage shall include premises and operations, owners and contractors protective, products and completed operations, personal injury and contractual liability.

B. Is a policy covering liability for owned automobiles, non-owned automobiles and hired automobiles.

C. Is a policy for cyber liability.

D. Is issued by an insurance carrier which is rated no lower than "B+" in the most current edition of A.M. Best's Key Rating Guide and is licensed to do business in the state in which the Member is domiciled. Any other insurance carriers, risk prevention groups, captive insurance companies or liability insuring entities must be approved by the Best Western Board before submitting the Certificate of Insurance to Best Western. Approval shall be at the Board of Directors' sole discretion.

E. Names Best Western International, Inc. as an additional insured, on all insurance policies including, but not limited to, primary, excess and umbrella policies, providing coverage to Best Western for its active and passive negligence for claims arising from acts occurring at or concerning the subject property by use of ISO Form CG20-26-11-85 or its equivalent. Members not providing insurance as set forth in this paragraph (D) agree to indemnify Best Western for all claims and damages which would have been covered by insurance meeting the requirement of paragraph (D) of this rule.

F. Provides minimum liability limits in such amounts as may be established from time to time by Best Western's Board.

G. Provides liability coverage on an "occurrence" basis. The Best Western Board may authorize an exemption from

this provision, and permit liability coverage on a "claims made" basis, where the Member demonstrates an inability to obtain "occurrence" coverage. In the event that "claims made" coverage is authorized, the Member shall obtain tail coverage, with liability limits as though an "occurrence" policy had been in force, providing retroactive coverage to the date of the Member's last "occurrence" policy or the first date of contingent approval for Membership, whichever is later.

H. If at any time a Member changes from a "claims made" to an "occurrence" form of liability insurance, one of the following coverages shall be obtained:

1. An open-ended reporting period for losses occurring during the time of coverage under "claims made" policy, or the first date of contingent approval for Membership, whichever is later.
2. Prior acts coverage back to the Member's first date of "claims made" coverage or the first date of contingent approval for Membership, whichever is later.

I. The Member's insurance shall be primary in all cases. Any other insurance maintained by Best Western is for the protection of Best Western only and is not supplementary or excess insurance for the Member.

J. Provides that the insurance companies issuing such insurance shall notify Best Western in writing at least thirty (30) days prior to any cancellation, alteration or non-renewal of the policy. Each Member and each contingently approved Applicant shall annually provide Best Western with a Certificate of Insurance, on forms provided by Best Western, evidencing a policy or policies meeting the above requirements. The Certificate of Insurance shall be provided with the contingent Applicant certification agreement or prior to or upon expiration of the current Certificate of Insurance on file with Best Western. Failure to provide the Certificate of Insurance shall result in automatic termination in accordance with the provisions of Article II, Section 7 of the Bylaws. As a condition of contingent approval, each Applicant, upon notification by Best Western that Best Western intends to contingently approve the Application, shall provide Best Western with a Certificate of Insurance, on forms provided by Best Western, evidencing a policy or policies meeting the above requirements. This requirement shall be met prior to activation of services, installation or display of any Best Western signs, or advertising or disclosure of any Best Western association. Failure to maintain the insurance coverage required by this rule shall be grounds for termination of Membership in accordance with the provisions of Article II, Section 8 of the Bylaws, immediate suspension of services and termination of contingent approval as may

be prescribed in the Rules and Regulations of Best Western.

500.15 It is required that each Best Western affiliated Member permit assessment of all accommodations, facilities, and procedures by a Best Western accredited assessor to determine compliance with these Rules and Regulations and the Regulatory Documents, and as deemed necessary by the Board. Every effort will be made to provide the Member with advance notification of a scheduled assessment, but it may not always be possible to do so. When possible, not less than 24 hours advance notice will be given. There will be no notice given where an unannounced assessment is intended.

500.16 The quality control assessment program is designed to assist the Member and Best Western Headquarters in identifying potential problems at the Property. The report measures the cleanliness and condition of the Property, the amenities and services furnished, and how well the Member complies with the established Rules and Regulations.

500.17 A perfect score in the assessment program is 1,000 points in the assessment report or the Guest Rooms/Public Areas Condition Report. A score of less than 850 points, a point loss of more than 50 points in housekeeping, or a point loss of more than 100 points in maintenance may result in stricter and more frequent assessment requirements. A score of less than 800 points in an assessment report or the Guest Rooms/Public Areas Condition Report will result in the Member Property being placed into probationary status. The Board may establish a fee for any assessment which is scheduled as a more frequent assessment under this rule. A Property, once placed into probationary status, will remain in the status until such time as the assessment report or the Guest Rooms/Public Areas Condition Report score equals or is greater than 800 points or until cancellation of the Membership pursuant to paragraph 1100.6 of these Rules and Regulations. The Board may impose stricter assessment requirements on probationary properties.

Properties scoring less than 880 points on a Guest Rooms/Public Areas Condition Report are required to pay for their next assessment, with such cost determined annually by the Board.

500.18 The complete facilities may also be assessed by a member of the Board, a Regional Governor or other member of the Best Western administrative staff.

500.19 Although not specifically required, it is desirable that the owner or manager of the Property accompany the Best Western accredited assessor on the assessment and review the report with the assessor prior to

the Best Western accredited assessor's departure from the Property.

500.20 A. All Properties will be scheduled for assessment in the manner provided by the Regulatory Documents, as may be amended.

B. All facilities associated with a Member Property shall be made available for assessment. These facilities include:

1. All land, buildings and improvements which are owned or leased by the Member;

or

2. Facilities which are represented by the Member as being available to provide goods, services or amenities to the Member's guests where the goods, services or amenities provided by the facility are represented as being owned, managed or controlled by the Member.

C. All leases or management contracts for facilities associated with the Member Property shall include provisions permitting assessment and renovation, as provided in Chapter V of the Rules and Regulations.

D. All facilities associated with the Member Property shall be presumed to be available for assessment and renovation unless established to the contrary by the Member and a waiver is secured from Best Western.

E. Waivers from the requirements of this rule may be granted by Best Western, upon such terms and conditions as it, in its absolute discretion, may determine.

500.21 A. Subject to paragraph (B) below, the Board of Directors may adopt and implement programs and requirements to (i) provide regular maintenance of Member Properties, (ii) maintain a fresh and high quality appearance of Member Properties, (iii) conform to design, appearance, or operating criteria for Member Properties, and (iv) refurbish and renovate Member Properties, to help ensure that each Member Property offers the public fresh and high quality accommodations that are competitive with other lodging available to the public and are current with lodging industry trends. For purposes of Rule 500.21, such programs are individually and collectively referred to as "Refurbishment Programs." Any Refurbishment Program adopted by the Board of Directors or the Members is applicable to all Members, and shall include requirements for "Best Western," "Best Western Plus" and "Best Western Premier" Properties.

B. Any Refurbishment Program adopted by the Board of Directors shall, prior to implementation, be submitted to the Members for their vote and approval, in accordance with the Bylaws, if (i) the cost of required item(s) is more than US\$150 per room, per Member Property if purchased through Best Western Supply (the "Expenditure Limitation"), or (ii) the Board of Directors should reasonably expect that most Member Properties will need to hire a "trade person" to install the item(s).

For the purposes of this Rule "trade person" means a person who is skilled in a particular trade or craft. The Board will not mandate in any 12-month period Refurbishment Programs that alone or in the aggregate equal or exceed the Expenditure Limitation. The Expenditure Limitation will be adjusted in accordance with Article II, Section 6(D) of the Bylaws every 5 years, with the first adjustment being made on January 1, 2014.

C. Nothing in this Rule 500.21 will amend, supersede or consider any current programs or requirements, including without limitation, Best Western's New Construction Guidelines or Renovation & Refurbishment Guidelines (sometimes referred to as the New Construction and Refurbishment Guidelines).

D. Nothing in this Rule 500.21 limits the authority of the Board of Directors to grant individual Members deviations, variances or waivers from any current or future Refurbishment Programs or other requirements if the Board, in its discretion, determines that a deviation, variance or waiver is appropriate. Nor does anything in this Rule 500.21 limit the authority of the Board to impose any specific conditions upon Applicants for Best Western Membership or Members granted a conditional extension of their Membership after a hearing such as described in Chapter XII of the Corporation's Rules and Regulations.

E. This Rule 500.21 shall, to the extent possible, be construed consistently with all other rules dealing with the same or related subject matter, but in the event of a conflict between this Rule and any other rules, this Rule 500.21 shall govern.

500.22 It is recommended that existing Members voluntarily proposing renovation or refurbishing submit proposed plans and specifications to the Design Department for review to avoid possible conflict with Best Western guidelines and avoid unnecessary expenditure for products which may be subsequently disapproved. Pursuant to a request by Best Western, an Applicant or Member may be required to submit drawings, color boards and specifications to the Design Department for review before purchase or installation. Any redecorating, refurbishment and renovation not first securing the approval of the Design Department of Best Western may not, at the sole discretion of the Board, be considered to be undertaken or completed in compliance with orders, directives or conditions of the Board and may subject the Membership to cancellation pursuant to paragraph 1100.6 of these Rules and Regulations. In the event of disagreement between the Member or Applicant and the Design Department and/or Review Committee relative to the review and/or correction of property deficiencies, the Board shall have the final decision.

5500.23 Intentionally omitted.

500.24 Each Best Western Property shall be operated in a high ethical and moral standard consistent with Best Western's concept of providing quality accommodations at fair and reasonable prices.

500.25 Best Western Members shall comply with all prevailing laws, ordinances and regulations pertaining to the operation or construction of a hotel/motel or resort property.

500.26 Each Best Western Member will maintain the premises, including coffee shops, restaurants, lounges, meeting/banquet rooms and other public areas, in a clean, safe and orderly condition.

500.27 Efficient, courteous and high quality services shall be provided by each Best Western Member.

500.28 Any deviation from these Rules and Regulations shall have the prior written approval of the Board. A file of all written waivers shall be maintained at the property and available for assessors to verify waiver.

500.29 Each Best Western Member shall use reasonable means to encourage the use of other Best Western affiliated hotels/motels on a worldwide basis by the traveling public.

500.30 Each transaction with the guest shall be conducted in a courteous, cordial, friendly and professional manner that reflects fair and ethical policies and practices.

500.31 Personnel shall be properly trained to serve the guests in a professional manner. Completion of Best Western's online training is required for all Front Desk staff at each Property, within 90 days following the Front Desk staff person's effective hire date, with specific online training to be based on the online curriculum available at the time of hire. Each Member will be billed annually for training on a cost recovery basis. Effective December 31, 2009, each Property is required to have at least one staff person at the Property that has completed a *Because We Care* (formerly known as *I Care*) training program instructed by Best Western and has passed the certification exam. In the event of turnover of the only qualified staff person, another staff person must complete the Best Western training and pass the certification exam within 90 days. Additionally, by December 31, 2012, each Property will complete *Because We Care Clean* (formerly known as *I CARE 2*) training. Furthermore, effective June 1, 2013, each Property will be required to implement and thereafter maintain a General Clean and Preventative Maintenance Program.

By April 1, 2015, or within ninety (90) days of future hire date, the Front Office Manager/ Supervisor shall complete the Best Western Front Office Manager/Supervisor training

program as determined by the Board of Directors.

By December 31, 2015, or within one (1) year of future hire date, the Front Office Manager/ Supervisor shall complete and then maintain certification in a relevant Front Office Manager/Supervisor certification program as determined by the Board of Directors. If the Front Office Manager/Supervisor has a higher level certification (e.g., CLM, CHA, or CHO), Front Office Manager/Supervisor certification is not required.

500.32 All guest contact personnel shall be neat, well-groomed and properly attired.

500.33 In order to foster, promote and continue Best Western's image as a provider of high quality service to the traveling public, including families, it is declared to be in the best interest of all Members to uniformly prohibit the offer, sponsorship or provision of any entertainment which could be classified as adult, pornographic, lewd, sexually explicit or obscene. Prohibited entertainment shall include, without limitation, the showing of or offer to show any movie or film with an "X" or similar rating or any movie or film that is equivalent to "X" rated and the offering of nude dancing or modeling. The Board shall have final discretion in determining whether there has been a violation of the purpose and spirit of this rule.

500.34 All Best Western Members are expected to comply with Best Western's guaranteed reservations system as prescribed in the Regulatory Documents.

500.35 The hotel staff of a Best Western Property shall give prompt and courteous attention to any guest concern. When complaints are received at Best Western Headquarters with reference to a particular Property, if the complaint relates to accommodations or service, Best Western Headquarters shall have the authority to resolve the matter upon the first contact, in which case a record of the complaint and resolution will be forwarded to the hotel, and the hotel will be charged a fee according to the following schedule:

Property Cost	Hotel Size 1 - 100 Rooms	Hotel Size 101 - 200 Rooms	Hotel Size 201+ Rooms
Free	First 4	First 5	First 6
\$100	Complaint	Complaint	Complaint
\$250 Each	Complaints 11+	Complaints 11+	Complaints 11+

The number of complaints shall be measured in each Best Western fiscal year.

If the complaint relates to billing, a matter beyond the Property's control (e.g., power outage), or a Property policy (e.g., no children in the fitness center), the guest may be advised that the complaint will be investigated and that the guest can expect to receive a response directly from the Property, in which case the complaint shall be acknowledged by the Property within two (2) business days and resolved within seven (7) calendar days, with a copy of the written response and resolution directed to the Office of Customer Service at Best Western Headquarters.

If multiple customer service complaints are received for the same event, e.g., sports teams, weddings, etc., only one (1) charge will be billed to the hotel.

500.36 The acceptance of pets of guests is recommended, subject to prevailing laws that may apply. Service animals shall be permitted in any area accessible by their handlers or owners.

500.37 Each Best Western Property shall be of soundproof construction, in a desirable location, have an attractive exterior and provide year-round heating and/or cooling.

500.38 Each Best Western Member Property shall have a restaurant on or within 500 feet of the premises, except when individual circumstances warrant a variance approved by the Board. Although a restaurant is located within 500 feet of the premises, it shall not qualify the Member Property under this rule if that restaurant is located at any other lodging establishment.

500.39 A. Best Western Member Properties which do not have on-site, full-service restaurants, shall be required to provide a complimentary (free of charge) breakfast buffet consisting of the following:

1. A breakfast buffet must include ~~(a. through t.):~~
~~a. Choice of two: sliced breads. White, wheat, rye, sourdough, etc. comply.~~

(a. through r.):

~~ba.~~ Choice of one: ~~bagel, sliced bread (can be wheat, white, rye bread, etc.)~~ or English muffin, bagel, croissant, or biscuit.

~~eb.~~ Choice of ~~two:one~~ sweet ~~rolls, muffins, Danish, cinnamon roll, and specialty loaves (e.g., banana bread).~~

~~ec.~~ Butter or margarine, and assorted jellies and jams (if bagels are offered, cream cheese must be provided).

~~ed.~~ Choice of ~~three~~two dry cereals: ~~Raisin Bran and at least two other options including Corn Flakes, Special K, etc. One children's cereal is recommended.~~

~~fe.~~ Choice of one: oatmeal, grits, or Cream

~~hg.~~ Choice of ~~three~~two fruits: one must be fresh.

~~ih.~~ Regular and decaffeinated coffee (premium quality coffee such as Maxwell House, Folgers, Douwe Egberts, or approved national or regional roaster or super premiums, such as Starbucks, Peet's, ~~Seattle's Best~~), and two choices of tea.

~~ji.~~ Two creamers (one dairy and one non-dairy).

~~kj.~~ Sugar and choice of two types of sugar substitute (saccharin-based, e.g., Sweet 'N Low, aspartame-based, e.g., NutraSweet, and sucralose-based, e.g., Splenda, comply).

~~lk.~~ Choice of two milks: whole, two percent, and/or skim.

~~m. Choice of one egg type: hard boiled, scrambled, omelet, etc.~~

~~nl.~~ Salt and pepper.

~~o. One hot item (choice of freshly baked waffles, pancakes, French toast, cinnamon buns, biscuits with gravy, an egg product).~~

~~pm.~~ Coffee – 100% Columbian or Arabica (may use local vendor).

~~q. Two flavors of yogurt, personal container sized or an approved dispenser for bulk yogurt with clear plastic cups and lids.~~

n. Approved yogurt machine (currently Perfect Parfait Machine), to include choice of one flavor (vanilla or strawberry).

~~ro.~~ One gluten-free cereal, offered upon request, with approved signage.

~~sp.~~ One dairy-free milk alternative, offered upon request, with approved signage.

~~tq.~~ A glass-front refrigerator placed on or under the breakfast bar.

r. May provide one regional offering.

~~2. That in addition to the Best Western breakfast buffet requirements of Rule 500.39 A. 1, the breakfast buffet of all Best Western product descriptor Properties shall include choice of one: waffles, pancakes, French toast or crepes, freshly prepared or prepackaged from a Best Western approved vendor.~~

2. That in addition to the Best Western breakfast buffet requirements of

Rule 500.39 A. 1, the breakfast buffet ~~offer~~

of Wheat.

- g.f.** Guest-accessible refrigerated juice dispensing machine offering a choice of at least two juices from an approved distributor and manufacturer; one must be orange juice. (Not applicable to Best Western Premier product descriptor Properties.)

~~a. Choice of one: freshly prepared waffles, pancakes, French toast or crepes.~~

~~b. Hot eggs and hot breakfast meat.~~

~~c. Prepared non-instant oatmeal.~~

d. Fresh fruit cereal toppings.

e. Fresh squeezed orange juice (not from concentrate), no dispensers.

B. In addition, Best Western Member Properties shall enroll with Best Western's food and beverage administrator and purchase meat, eggs, yogurt, and juice products from specific brands/manufacturers selected by Best Western and from one of two distributors, noting Best Western's Board of Directors shall have the authority to change the food and beverage administrator, specific brands, and distributors if it is in the best interests of the membership to do so (e.g., pricing and performance) and upon appropriate notice to the membership.

~~3. That in addition to the Best Western breakfast requirements of 500.39 A. 1 and 2, the breakfast buffet of all Best Western Member Properties shall include a Build-Your-Own-Breakfast concept as follows:~~

~~a. The breakfast buffet of all Best Western product descriptor Properties shall include a minimum of two Build-Your-Own-Breakfast concepts.~~

~~b. The breakfast buffet of all Best Western Plus and Premier hotels shall include a minimum of three Build-Your-Own-Breakfast concepts.~~

~~c. Glass condiment containers, with clear lids, serving spoons, and a variety of at least three condiments offered for each Build-Your-Own-Breakfast concept shall be provided. Condiment suggestions are as follows:~~

- ~~▲ Build-Your-Own-Yogurt: dried fruit, nuts, granola, berries, shaved coconut, trail mix, and jam.~~
- ~~▲ Build-Your-Own-Oatmeal: brown sugar, nut pieces, granola, chocolate chips, berries, and dried fruit.~~
- ~~▲ Build-Your-Own-Waffles/Pancakes/French Toast: cherries, chocolate chips, powdered sugar, cinnamon, and fruit.~~
- ~~▲ Build-Your-Own-Breakfast-Sandwich: salsa, shredded cheese, ketchup, and tomatoes.~~
- ~~▲ Build-Your-Own-Omelet: glass condiment containers do not apply, but at least three omelet fillings are required.~~

~~d. Properties offering Build-Your-Own-Breakfast concepts shall display approved signage that indicates the Build-Your-Own-Breakfast offerings.~~

~~B. In addition, Best Western Member Properties shall be required to provide a complimentary (free of charge) "Grab & Go Breakfast" consisting of the following:~~

~~1. At a minimum, a Grab & Go Breakfast shall include:~~

~~a. One piece of whole fruit.~~

~~b. One breakfast bar.~~

~~c. One bottled water.~~

~~d. All items provided in a bag with a Best Western-approved sticker.~~

~~2. The Grab & Go Breakfast must be offered Monday through Friday, at least~~

~~one hour before the breakfast meal period starts or upon guest request.~~

~~3. This Section (B) does not apply to Best Western Member Properties that (1) have on-site restaurants offering a full-service breakfast menu during the breakfast meal period or (2) offer a room-service breakfast menu during the breakfast meal period.~~

C. In addition, each Best Western Member Property must provide seating at a minimum rate of 20 percent of rooms (e.g., 10 seats ~~per~~ per 50 rooms) with a minimum of two tables and six chairs. (New Construction and Conversion Applicants: Refer to the Guidelines addendum for seating requirements, which the Board may change from time to time.)

D. For Properties offering a free (at no additional charge) complying breakfast, a special and prominent designation will be provided, at the Property's discretion, in all channels where individual property listings include amenities/services available and Best Western has the ability to provide such designation.

E. To qualify for a "Free Breakfast" designation, a Property must offer, at a minimum, the applicable requirements of Sections ~~A and B~~ above, at no additional charge.

F. To qualify for a "Free Hot Breakfast" designation, a Property must offer, at a minimum, the breakfast buffet described in Sections ~~A and B~~ above, and one hot breakfast consisting of: egg and one hot meat.

~~Choose one from 1, one from 2, and one from 3 below:~~

~~1. Freshly prepared waffles, French toast, pancakes, or biscuits and gravy.~~

~~2. Scrambled eggs, omelets, or eggs cooked to order.~~

~~3. Ham, bacon, sausage, or Canadian bacon.~~

~~Free full-service menu breakfasts may also qualify as a "Free Hot Breakfast", if approved by Best Western in advance.~~

G. **Advertising Free Breakfast.** Properties that do not meet the above minimum standard for the breakfast buffet described in Sections ~~A and B~~ above, at no additional charge, may not advertise free breakfast in any publication, website, ~~bill board~~ billboard, etc. Properties found to serve less than this minimum but still advertising free breakfast shall be assessed ~~a 240-point loss~~ as "non-compliant" against minimum standards.

H. **Advertising Free Hot Breakfast.**

Properties that do not meet the above minimum standard for the "Free Hot Breakfast" designation may not advertise free hot breakfast in any publication, website, billboard, etc. Properties found to serve less than this minimum but still advertising free hot

breakfast shall be assessed ~~a 240-point loss~~ as "non-compliant" against minimum standards.

I. All Best Western Member Properties that have an on-site full-service restaurant that charges for breakfast: (i) shall offer breakfast

inclusive room rates; and (ii) may offer breakfast exclusive room rates.

500.40 The Member shall be responsible for loss or damage to any Best Western equipment furnished in conjunction with the affiliation which is in their care, custody or control.

500.41 All Best Western Members and personnel shall display a courteous and professional attitude toward officers, directors, employees and staff of Best Western.

500.42 All Members shall participate in all mandatory programs and promotions as may be adopted by the Board.

500.43 Each Property shall take all steps which may be necessary to maximize guest satisfaction and minimize guest complaints. In order to assure compliance with this rule, Best Western will monitor each property on a rolling 12-month basis. The receipt of more than 1.7 guest complaints for every 10 rooms during the monitoring period (the ratio of the number of complaints to the number of rooms shall not exceed .17) shall be conclusive evidence of a violation of this rule.

Effective January 7, 2007.

500.44 Members shall at all times respect the privacy of guests and shall institute reasonable measures and precautions designed to safeguard guest privacy. Violation of this rule shall be grounds for Membership termination.

500.45 A. The number of rentable guest rooms of an approved or conditionally approved Best Western Property, as provided by rule 500.6 of the Rules and Regulations of Best Western, may not be increased or decreased more than 10 rooms or 10%, whichever is greater, without the prior approval of the Board in accordance with the procedures established herein.

1. An application to increase or decrease the number of rentable guest rooms shall be as prescribed by the Board and accompanied with payment of fees as established by the Board. The Board may require additional information.

2. An increase or decrease of more than 10 rooms or 10%, whichever is greater, shall be determined by reference to the most recent Membership Application & Agreement or property unit count on file with the Association, whichever is greater, and shall be a cumulative total of guest rooms increased or decreased at the Best Western Property since the effective date of this rule.

3. The notification, impact studies, and approval procedures shall be as prescribed in Article II, Section 2(C) of the Bylaws

and the Board policies interpreting and implementing that Section 2(C), except:

- a. Payment for the impact study shall be by the individual making the request to increase or decrease the unit count;

b. The impact study shall only consider the impact of the increase or decrease requested; and

c. The Board of Directors may waive impact studies for unit count decreases.

B. 1. Properties described in Article II, Section 1, (E)(1) of the Bylaws, pertaining generally to Properties whose rental units are each separately owned, may be associated with a Membership and the designated Best Western Property. Such an association shall be upon such terms and conditions as may be established by the Board.

2. In the event that an ambiguity or inconsistency exists in the application of the provisions of this section, or of Section 2(C) of Article II of the Bylaws, the Board shall have the right to resolve the ambiguity or inconsistency in its sole and exclusive discretion.

500.46 English speaking staff must be available if requested and be available within a reasonable time of such request having been made.

500.47 Snacks and hot beverages in guest rooms or public areas are to be available for guests.

500.48 Convenient arrangements for early morning call/alarm are to be available.

500.49 Intentionally omitted.

500.50 Each Property will be billed a registration fee for the District Meeting and Annual Convention the month prior to the meeting. Each fee shall not increase annually more than the lesser of (1) five percent or (2) the rate of inflation for the previous year, as measured by the United States Bureau of Labor Statistics Consumer Price Index (all items for all urban areas). The registration fee for fiscal year 2014 District Meetings will be \$399.

With regard to District Meetings only, if a Voting Member represents more than one Property in a District, one Property will be billed the full registration fee and the additional Properties will receive a discount of \$150 off their registration fee. Additionally, a property that sends more than one attendee will receive a \$150 discount for each additional attendee.

500.51 Whenever there exists a marketing cooperative established by a majority vote of the Membership in their state (including the District of Columbia), province, territory or country (including regions such as the Caribbean), each Member shall participate in their respective state, province, territory or country marketing cooperative and abide by all established guidelines adopted by the cooperative.

500.52 Effective March 1, 2012, or as soon afterward as is practicable, all Members are required to award Best Western frequency program participants points, miles or partner rewards for all rate plans with the exception of rate

plans associated with online travel agencies, tour operators, employee rate, FIT/wholesale/net rates, motorcoach/bus, crew, FX, and extended stays longer than thirty (30) nights.

500.53 The Board may assess a Member a fee of \$50 per occurrence for each complaint charged to its Member Property after any monitoring period in which the Member Property received a number of complaints exceeding the permitted guest complaint ratio. The per-complaint fee may be charged until the Member completes a monitoring period in compliance with the permitted guest complaint ratio. Charged complaints shall not include those categories of complaints that the Board determines Members cannot reasonably be expected to be able to control such as, without limitation, complaints resulting from electing not to participate in a non-mandatory advertising or marketing campaign, or complaints resulting from the failure of a third party to deliver a reservation to the property.

Effective January 7, 2007.

500.54 The Board may assess a Member a fee of \$75 per occurrence for each guest complaint that its Member Property does not respond to or make reasonable efforts to resolve within the established time frame.

Effective January 7, 2007.

500.55 In addition to any other applicable requirements, within 45 days following the change in ownership of a Best Western Member Property, the transferee, at its cost, must complete the same training requirements applicable at the time to new Members joining Best Western. The training costs will be billed on a cost recovery basis.

500.56 Best Western's certification is required for at least one housekeeping supervisory staff person at each Property, with certification costs to be billed to the Property on a cost recovery basis. In the event of turnover of the certified staff person, the Property will have 60 days to certify another member of staff.

500.57 On each December 31st, a "Brand Annual Minimum Standard" requirement for each brand (e.g., Best Western®, Best Western Plus®, Best Western Premier®) will be established by calculating the percentage of "8," "9," and "10" scores in Medallia for "Overall Experience" received by all Properties in that brand during the period January 1st to December 31st of that year multiplied by .80, using electronic surveys only.

500.58 Each Best Western Property is required to assign and maintain a full time General Manager, empowered, responsible, and accountable for the daily operations of the

Property. The General Manager shall attend either the Annual Convention or a District Meeting each year.

500.59 Effective June 26, 2024, or as soon afterward as is practicable, Members shall purchase specific brands of the following operational supply and equipment (OSE) products from one of two distributors selected by Best Western: toilet paper, facial tissue, and disposable products, such as paper plates, paper bowls, cutlery, and similar disposable items. Best Western shall designate the specific brands and distributors, noting Best Western's Board of Directors shall have the authority to approve and to amend brands or distributors if it is in the best interests of the membership to do so (e.g., pricing and performance) and upon appropriate notice to the membership.

Chapter VI

600.0 Lobby and Front Office

- 600.1 All Properties shall provide a lobby of appropriate size and furnishings commensurate with the size of the Property and services offered. Ten (10) square feet per room for 40 through 150 room Properties or a minimum area of 400 square feet. Six (6) square feet per room in excess of 150 rooms. Deviation on larger Properties is subject to Best Western's prior approval.
- 600.2 The front office and registration/check-out area shall be maintained in an orderly and clean manner. An efficient, hospitable and courteous attitude shall be displayed to the guest at all times.
- 600.3 Business shall always be referred to the nearest Best Western, unless by so doing the guest's best interest and comfort are not adequately served.
- 600.4 Alternate accommodations should be provided to the guest if accommodations are not available in the contacted inn, to take advantage of the opportunity to render service to future guests and maintain the loyalty of that Best Western guest.
- 600.5 Additional charges shall not be made for reasonable requests for additional services, such as extra towels, soap, glasses, ironing boards, folding table and chairs, bedboards, blankets, etc.
- 600.6 Rooming guests in unprepared accommodations is prohibited.
- 600.7 The telephone switchboard shall be answered as promptly as possible in a pleasant, courteous manner. All incoming calls shall be answered using the words "Best Western." Callers should not be left holding dead lines, be asked to wait or otherwise be inconvenienced through inefficient service.
- 600.8 All Best Western Properties shall provide for registration or checking in of guests 24 hours a day. In the event the front desk is closed for certain hours, a bell or some other arrangement shall be provided for guest services. "No vacancy" signs are not recommended.

- 600.9 Best Western Regulatory Documents shall be available for front office use.
- 600.10 All front desk personnel shall be in uniform or otherwise neatly attired.
- 600.11 Intentionally omitted.
- 600.12 Facilities for storing luggage, in case of late checkouts, are to be available.
- 600.13 Assistance with luggage is to be available upon request.
- 600.14 A telephone for internal/external calls located in public areas is to be provided for guest use.
- 600.15 Photocopy facilities shall be available on-site, seven days a week, during normal business hours (minimum of 14 out of 24 hours).
- 600.16 Intentionally omitted.
- 600.17 Intentionally omitted.

Chapter VII

700.0 Buildings, Grounds and Public Areas

- 700.1 Exterior and interior of buildings shall be maintained in good condition and in a good state of repair at all times. Painted surfaces should be free of peeling paint, soil and obvious cracks in masonry, and should present an attractive appearance in accordance with Best Western standards.
- 700.2 Adequate free parking space shall be provided. The parking area shall be paved and well marked with stripes. It shall be clean and free of refuse and obstructions.
- 700.3 All parking areas, curbing, concrete bumpers and driveways shall be in a good state of repair and free of excessive cracking, crumbling, chuckholes or unsightly repairs.
- 700.4 Snow removal shall be performed when necessary by plowing and/or use of a melting compound. Icy conditions shall be corrected with an appropriate melting compound or traction providing material.
- 700.5 Sufficient lighting shall be provided in all parking areas to provide for guest security and safety to automobiles. Lighting should be on timing devices to go on at dusk and off at sunrise, and should be properly adjusted as seasons change.
- 700.6 The entrance to a Property shall be clearly identified and driveways unobscured so that incoming guests can readily locate the front office and/or restaurant and lounge facilities. Driving areas where view is obstructed should be clearly marked for slow driving.
- 700.7 Appropriate, attractive landscaping shall be provided. Grounds and landscaping shall be kept neat and clean. Lawn and planted areas should be free of weeds and properly edged.
- 700.8 Grounds shall be walked daily to remove debris and trash from shrubbery and planted areas.
- 700.9 Fire extinguishers shall be located in accordance with prevailing codes, be charged

and in view, and bear required inspection certificates or tags.

- 700.10 One self-service ice machine and one soft drink machine shall be provided for each 60 rooms. Machines for one- or two-story properties shall be centrally located for convenient access by guests on each floor. One self-service ice machine and one soft drink machine should be provided on every other floor in Properties of more than two stories. Automatic ice machines shall dispense a controlled portion of sanitary ice. The dispenser may be operated, at the hotel owner's option, by room key or token. Ice shall be available free of charge to guests 24 hours a day, and its location well identified.
- 700.11 Ice machines shall be electrically grounded and maintained in a clean, safe, attractive condition.
- 700.12 Drink machines shall be electrically grounded, properly stocked, clean and in good condition.
- 700.13 Interior corridor carpeting shall be vacuumed daily and be free of wrinkles, litter, debris and clutter. Interior corridors shall be well lighted. Ceiling and woodwork shall be clean and in good repair.
- 700.14 Stairways, walkways and elevators shall be kept clean, uncluttered and well lighted; metal railings, treads and floor covering shall be kept in good condition.
- 700.15 No storage of any kind will be permitted in any interior corridors, hallways, exterior covered corridors, walkways or breezeways.
- 700.16 Stairway lighting, treads, risers and hand rails shall comply with the National Safety Council, OSHA or other appropriate government agency standards. Treads and landings shall have non-slip surfaces.
- 700.17 Exit lights shall be on emergency circuits and in operation at all times, in accordance with applicable prevailing codes.
- 700.18 Swimming pools are required, except where individual circumstances warrant a variance approved by the Board. Pools shall be a minimum of 400 square feet, except where a size variance is granted by the Board, and be heated if so advertised.
- 700.19 Swimming pool area, including deck, shall be neat, clean, attractive and maintained to a high degree of cleanliness year-round. Area shall be kept free of litter and refuse, especially breakable items such as bottles, dishes and articles made of metal or glass that could endanger the safety of guests. Exterior swimming pools that are closed to the public must have pool covers that have stretching capabilities and are securely fastened on all sides or are made of another pre-approved product to eliminate the collection of refuse or rainwater and subsequent unsightly stagnant conditions.
- 700.20 Pool depth should be marked to indicate every two-foot change in depth; such markings are to appear on both the vertical sides of the pool and on the pool deck or apron.

Shallow and deep ends should also be clearly identified at pool deck level.

700.21 Pools shall be maintained in accordance with state regulations.

700.22 Pumps, filters and underground equipment areas shall be clean, neat, properly vented and maintained at all times. Covers for below ground equipment area shall be properly in place at all times.

700.23 Chemical balance of pool water shall be maintained at proper levels in accordance

with prevailing codes. Daily tests should be conducted and recorded.

700.24 Adequate pool furniture shall be provided, commensurate with size of property. Furniture shall be maintained in good, clean condition, present no hazardous or unsafe conditions and enhance the overall appearance of the pool, deck and area.

700.25 Doors, locks and hardware shall be regularly inspected for easy, efficient operation and good appearance.

700.26 All guest room entrance doors shall be solid-core or metal. Entrance doors (other than interior corridor doors) shall be weather-stripped at top and sides for sound transmission reduction and all wooden entrance doors shall be flush panel. Hollow-core doors may be used for guest unit bathroom doors.

700.27 All guest room entrance doors shall be equipped with a lock that is self-locking. The lock shall be electronically activated and must be UL listed (CSA for Canada). All guest room entrance doors shall be equipped with a one-inch bored-in deadbolt lock, designated as Grade 2 type. Deadbolt locks shall be operable only with a latch from the interior and emergency key from the exterior. The emergency key is any instrument specifically designed to open that locking device and should be maintained by the general manager or security of the hotel.

Combination locks with panic features shall function so that the deadbolt cannot be retracted from the outside by the use of a guest key or the master key. The deadbolt shall be retracted from the outside only by the use of an emergency key. The room number shall not be displayed on the key.

Electronically activated locking devices are required and must provide the following features:

All entrance door looksets shall be electronically activated and always remain in the locked position without having to operate an interior spanner button or any similar device. The lockset shall only unlock by the use of a guest, master or emergency key. A key is defined as a key card or any device specifically manufactured to operate the lockset.

The lockset shall be keyed to at least three levels of security - the guest key, the master

key (or housekeeper's key in some instances) and the emergency key. The emergency key shall be maintained by the general manager or security of the hotel and the master keys only by assigned hotel staff. All functions, except the fail-safe feature designed to completely override the guest room lockset, should be performed in a non-mechanical manner.

All lock sets shall automatically re-code with each use of a newly assigned guest key, voiding all previously issued guest keys.

Room numbers shall not be displayed on the key.

A fail-safe feature shall be provided to allow entrance to the guest room in the event of a system or power failure.

If battery operated, a low battery warning feature shall be provided at the guest room lockset level.

An audit trail/interrogation feature is required and should be maintained only by the general manager or security staff of the hotel.

An automatic time-out feature is required at the guest room lockset level to void all keys left in the lockset past a predetermined length of time.

700.28 All guest room entrance doors are to be equipped with a chain- or bar-type door guard. This door chain/guard should be installed in such a manner that the strength of the attachment is equal to the strength of the chain. The bar-type guard or chain should allow for a maximum door opening of one inch.

700.29 All guest room entrance doors are to be equipped with one-way door viewers with a minimum of 180-degree viewing. All door viewers are to be metal, not plastic. The viewers should be installed four feet, nine inches from the floor and installed with a substance such as "Lock-Tite" or equivalent, to ensure that it is tamper-proof.

700.30 All guest rooms with interconnecting doors shall have two solid-core or metal doors equipped with a lock that is self-locking and a one-inch bored-in deadbolt lock on each door. Locks shall have all metal components. A 1/2 inch bored-in deadbolt may be used on doors with a metal frame. It is recommended that both doors be weather-stripped to minimize sound transmission. A knob on the guest room side of the interconnecting door with a tamper-proof plate on the other side of the door complies with the self-locking requirement. When half-inch deadbolts on interconnecting doors are replaced, it is recommended that they be replaced with one-inch deadbolts.

700.31 All sliding doors are to be equipped with a hook lock built-in within the door handle, as well as a secondary locking device. This secondary locking device shall be a safety bar ("charley bar"), a sliding door deadbolt or a pin-type lock. The hook shape is to resist the parting motion of sliding door and jamb.

Sliding doors shall be installed to ensure that the sliding panel is on the inside and the stationary panel is on the outside, unless otherwise waived by the Board.

700.32 All ground level wooden or metal balcony/ patio doors without a walkway shall have a bored-in deadbolt. All wooden or metal private balcony/patio doors above the first floor without a walkway shall have a locking device. All other secondary doors with walkways shall have all required locking

devices. A key accessible deadbolt is only required in one entry door.

700.33 All guest room windows that open shall provide a lock which secures the window in a closed position.

700.34 All public restrooms shall be clean and well-maintained and have sufficient paper and hand washing supplies. Restrooms shall be well lighted and free of offensive odors.

700.35 Every Best Western Property shall provide repair and maintenance of all facilities, equipment, machinery, paving, lighting, electrical systems, plumbing, heating, air-conditioning, guest room interior, bathrooms, exterior walls, stairways, swimming pools and equipment, keys and locks, roofs and guttering.

700.36 All reports for repair should be made promptly and a system established to make certain that repairs affecting guest comfort, convenience and safety are completed.

700.37 Ice machines and vending machines shall be inspected daily by maintenance personnel.

700.38 Maintenance or building superintendent should be supervised closely by the general manager; constant checking should be done to make certain normal repair maintenance work is performed promptly.

700.39 It should be remembered that maintenance personnel are also guest contact personnel. They should be well-groomed, clean and properly uniformed.

700.40 Restaurant, lounges, meeting/banquet rooms and other public areas shall be maintained in good condition and in the highest degree of cleanliness.

700.41 All fencing shall be maintained in good condition and in a good state of repair at all times. Painted surfaces shall be free of peeling, excessive cracking (weather checking), or excessive fading of paint. Gates, if provided, shall be likewise in good condition and operable.

700.42 A. All Properties that have three (3) stories or more are required to provide an elevator.

B. All Properties that use the Best Western Plus or Best Western Premier descriptor are required, by June 30, 2015:

1. To provide an elevator at all Properties of two (2) stories or more. It is recommended that the elevator be located near the lobby.

2. The following minimum number of elevators are required at all Properties with two (2) stories or more:

Number of Guest Rooms	Minimum Number of Elevators
1—99 Rooms	At Least One (1)
100—199 Rooms	At Least Two (2)
200—299 Rooms	At Least Three (3)
300—399 Rooms	At Least Four (4)
400—499 Rooms	At Least Five (5)

3. In Properties with four (4) stories or more, even with less than 100 guest rooms, at least two (2) elevators shall be provided.

4. If the Property has multiple buildings with guest rooms, at least eighty percent (80%) of all guest rooms must be either: (i) on the first (ground-level) floor; or (ii) serviced by an elevator.

5. If a Best Western Plus Property is in the top twenty-five percent (25%) of all Properties with respect to percent of “8,” “9,” and “10” scores for Medallia “Overall Experience” on December 31, 2014, for the prior twelve (12) month period, the Best Western Plus Property shall have until June 30, 2017 to comply with the elevator requirements.

6. If more than one (1) elevator is required at a Best Western Plus Property, the Best Western Plus Property shall have until June 30, 2017 to comply with the elevator requirements.

C. The Board of Directors shall have the authority to grant waivers and extensions based upon good cause shown. The Property shall have the burden of establishing the reasonableness of the waiver or the extension.

700.43 Bottled or canned water (spring or mineral water) is to be available to the guest on site 24 hours a day, free or at charge (an acceptable solution is to offer water in a vending machine).

Only where tap water is not safe to drink (as determined by the appropriate regulatory authority), there must be a notice in the room and a minimum of 1 liter of bottled water per day will be provided in the room, free of charge.

700.44 Additional complimentary toiletries shall be available on-site to guests, on request, 24 hours daily, free of charge. The following items, if not provided in guestrooms, shall be available at reception: razor, shaving foam, toothbrush, toothpaste, comb, sanitary napkins (an acceptable solution is to offer sanitary napkins via a vending machine in a public restroom) and sewing kits.

<u>Number of Guest Rooms</u>	<u>Minimum Number of Elevators</u>
<u>1 - 99 Rooms</u>	<u>At Least One (1)</u>
<u>100 - 199 Rooms</u>	<u>At Least Two (2)</u>
<u>200 - 299 Rooms</u>	<u>At Least Three (3)</u>
<u>300 - 399 Rooms</u>	<u>At Least Four (4)</u>
<u>400 - 499 Rooms</u>	<u>At Least Five (5)</u>

Chapter VIII

800.0 Housekeeping Department

- 800.1 The housekeeper's office and area shall be maintained in a neat, clean and safe manner and be free of refuse and fire hazards.
- 800.2 The housekeeping department office and area shall be adequately supplied; all equipment shall be maintained in good operating condition.
- 800.3 Floor shall be maintained in a good sanitary condition and in an excellent state of repair.
- 800.4 Housekeeping staff (regularly employed) shall be neatly uniformed.

- 800.5 When linen shows holes, excessive stains or heavy mending, it shall be removed from service immediately.
- 800.6 In-house laundry is to be maintained in a clean, neat and safe condition and provide good ventilation and lighting.
- 800.7 Floor covering in laundry is optional; tile is recommended as bare concrete stains linens.
- 800.8 Laundry equipment shall be kept clean and in good operating condition. Washers shall be free of corrosion; dryers should be free of excessive lint and properly vented.
- 800.9 Laundry personnel should be properly uniformed.
- 800.10 Every working housekeeper shall have an operable vacuum cleaner in good condition.
- 800.11 Housekeeping carts shall be kept in a good state of repair and be well painted, clean, neat, well organized, properly supplied and free of squeaks or other noises that might disturb guests.
- 800.12 Professional housekeeping procedures shall be followed at all times.

Chapter IX

900.0 Guest Rooms and Bathrooms

- 900.1 Guest rooms and bathrooms shall be attractive, comfortable, professionally designed, in good taste and maintained on a daily basis in the highest degree of cleanliness and safety.
- 900.2 Walls, ceilings, windows and sills shall be in excellent condition, clean and free of dust, lint, stains, fingermarks and smudges.
- 900.3 All guest rooms shall have good quality, approved flooring. Flooring shall be vacuumed daily; obvious debris and litter shall be removed from under beds and other furniture. Flooring under beds shall be vacuumed at least weekly.
- 900.4 Rooms shall be free of odor and insects.
- 900.5 Pillows, box springs and mattresses shall be of hospitality grade quality and in good physical condition. Ticking should be free of stains. Pillows should be plump and bed support solid.
- 900.6 Each guest room shall be numbered with easily distinguishable, uniform numbers. Doors, locks, and hardware shall be regularly inspected for easy, efficient operation and

- good appearance. If any guest room entrance door locks are inoperable, the guest room shall be placed "out of service" and not rented until the lock is repaired.
- 900.7 Guest rooms shall be equipped with adequate furnishings that are attractive, comfortable, in excellent condition and free of dust, lint, fingermarks, smudges and scratches. Furniture should be constantly upgraded to eliminate worn finish or upholstery. Refer to Best Western's Renovation & Refurbishing Guidelines for furnishing requirements per room.
- 900.8 Every bed shall be supplied with clean bedding in good condition, that is free of odor, discoloration and stains. This includes all bedding: top coverings, blankets, mattress pads, pillow cases and bed sheets.
- 900.9 Top coverings shall be coordinated to guest room décor and be free of snags, tears, holes and frayed edges. Faded or stained spreads shall be removed from service.
- Bedding must comply with the following:
- Top coverings must be coordinated to guest room decor and be free of snags, tears, holes and frays.
 - Untucked bed coverings must have finished edges.
 - Heatset quilting (polyester fabrics melted together with dots) is not acceptable.
 - Faded, worn or stained bed coverings may not be kept in service.
 - Undersides of decorative bed coverings (e.g., throws, duvets or coverlets) must be of equal or better quality than the face.
 - The length of the bedcovering must allow at least one inch overhang past the top of the foundation or box spring.
 - Triple sheeting (bed made with bottom sheet, top sheet covered by blanket or duvet, and third sheet covering the blanket or duvet) is an acceptable alternative to decorative coverings if the ensemble includes a decorative top sheet and another decorative element (scarf or coordinated decorative pillows). If exposed, the top sheet must have a tone on tone damask pattern (stripe, block, or similar), decorative piping, or another enhancement, unless it is a solid color other than white or is patterned.
 - The foundation or box spring may not be visible to the guest when the bed is made up.
- 900.10 Effective January 1, 2010, all beds with foundations or box springs must have a decorative covering to conceal the foundation or box spring. Bed frames and legs or bed base must also be concealed unless they are decorative and coordinated with the room furnishings. Acceptable methods of concealment include, but are not limited to, bed skirts/dust ruffles or box spring covers/ huggers. All coverings must coordinate with

the overall design of the bed covering and room décor.

900.11 Guest bedrooms shall have individually controlled thermostats to provide for guest-controlled heating and cooling; units should operate quietly and have clean filters and grills.

900.12 Each guest room shall provide one (1) light fixture at the following locations:

1. Each night stand (Two lamps are desirable at the night stand between two double beds. One fixture with two lamps is acceptable.)

2. Games/parsons table

3. Credenza/mirror

4. Desk

Shades and lamps, light fixtures and bulbs shall be dusted daily, and have no frayed cords or stained, bent or broken shades. Adequate lighting shall be provided in all areas of the room. Refer to the Best Western Renovation & Refurbishing Guidelines for adequate lighting requirements per room.

900.13 At least one light shall be operated by switch at the entrance door.

900.14 Each guest room shall contain one waste basket. (See Chapter X.)

900.15 Intentionally omitted.

900.16 Bedroom draperies shall be in good condition and open and close with cords or pull wands. Drapery rods shall be firmly fastened to wall or ceiling, properly strung and in good operating condition. Refer to Best Western's Renovation & Refurbishing Guidelines for additional drapery specification requirements.

900.17 On or before December 31, 2012, all cathode ray tube ("CRT") televisions shall be replaced with televisions that comply with the following Television Guidelines. Flat panel televisions purchased prior to July 1, 2011 that do not meet the following Television Guidelines will be deemed acceptable for Best Western and Best Western Plus hotels until seven (7) years after the original date of manufacture by which time they must be replaced with a television that meets the following Television Guidelines.

Television Guidelines

Any televisions purchased for use in guest rooms must meet the following guidelines with respect to minimum sizes and HD programming in accordance with this Rule 900.17. All televisions shall be commercial grade LCD, LED or plasma flat panel televisions with HDMI, Proidium chip and VGA ports. All measurements are diagonal.

By December 31, 2024, all televisions, for all Best Western branded hotels, shall be replaced with televisions that comply with the following Television Guidelines:

Television Amenity by Descriptor	Best Western	Best Western Plus	Best Western Premier
Guest Room	Minimum one (1) 32" or larger	Minimum one (1) 37" or larger	Minimum one (1) 42" or larger
Suite <i>without</i> full wall and door separator	Minimum one (1) 42" or larger, clearly viewable from both the seating area and the sleeping area; or Minimum two (2) 32" or larger		
Suite <i>with</i> full wall and door separator	Minimum two (2) 32" or larger	Minimum one (1) 37" or larger and (1) 32" or larger	Minimum one (1) 42" or larger and one (1) 32" or larger
HD Programming Delivery and Display			High Definition (minimum of five channels)

~~By December 31, 2024, all televisions, for all Best Western-branded hotels, shall be replaced~~

~~with televisions that comply with the following Television Guidelines:~~

Television Size – Minimum (Measured Diagonally)

- Lobby and Breakfast Area: 50" Television
- Fitness Area: 50" Television
- Guestrooms: 50" Television(s) with Streaming/Casting Capability

Television Grade

- All televisions shall be commercial grade.
- Televisions in guest rooms shall support streaming and popular applications (e.g., Netflix, Hulu, Amazon, Apple, and Disney) via a guest personal device (e.g., iPad) and the television.

Implementation

As an exception to the December 31, 2024 date of implementation, televisions will be considered compliant until seven (7) years after the original date of manufacture by which time they must be replaced with a television that meets these Television Guidelines.

- 900.18 Each guest room shall contain an operating direct-dial telephone and complete dialing instructions.
- 900.19 Intentionally omitted.
- 900.20 Intentionally omitted.
- 900.21 An indication is to be provided in each guest room on how to obtain emergency assistance, such as fire, police, ambulance and medical, as well as instruction notices.
- 900.22 Intentionally omitted.
- 900.23 A directory of services shall be provided in each guest room describing the various facilities and services provided by the hotel and the hours such facilities and/or services are available. The location of vending and ice machines shall be noted.
- 900.24 Guest room and bathroom doors should be equipped with doorstops to eliminate noise and damage to walls or fixtures. It is recommended that doors have a stop at top corner of door or a doorknob wall-mounted

stop. For bathroom doors, it is recommended that a small rubber bumper be affixed to the bath fixture if door opens against tub or toilet.

- 900.25 The individual Property should advertise in its rooms, in good taste, its own services and promotions. Printed material should be held to a minimum to avoid a cluttered appearance. Any printed material, including endorsements when using the name and/or logo of Best Western, shall contain the current form of logo approved by Best Western. On-premises advertising or promotion of any hotel, motel or resort other than Best Western is prohibited.
- 900.26 Closet/clothes hanger area shall be clean and neat and shall include at least eight matching wooden or permanent hangers, two with skirt clips.

- 900.27 All bathrooms shall provide a tub/shower combination or shower of ceramic or other approved materials with a non-skid surface or device.
- 900.28 Each bathroom shall contain two rolls of good-quality toilet tissue.
- 900.29 Plumbing fixtures and all chrome shall be clean, polished, in good condition and free of tarnish and water spots.
- 900.30 Bathroom tile walls and floors shall be cleaned and dried daily and be free of lint, hair and water spots. Tile grouting shall be clean, in a good state of repair and free of mildew or discoloration.
- 900.31 Vanity, mirror and sink shall be of modern design, in a good state of repair, cleaned daily and free of soil, water spots and streaks. Vanities shall have at least a seven-inch skirting to conceal exposed plumbing.
- 900.32 Toilet seats and lids shall be clean and sanitary, with no chipped or worn surfaces, bare wood or other composition visible. Seats and lids shall be free of discoloration or stains and not be loose on hinges. Seats shall have required bumper supports. Paper bands are not recommended.
- 900.33 Bathrooms shall contain good quality terry cloth items of proper grade and in recommended amounts. (See Chapter X.) Sufficient towel bars shall be provided to accommodate the required amount of towels and shall be conveniently located for easy access.
- 900.34 Each bathroom shall contain one waste basket. (See Chapter X.)
- 900.35 Shower curtain and rod, tub tracks and glass doors shall be clean and free of soap residue, water minerals and mildew.
- 900.36 Each guest bath shall be supplied with good-quality toilet and facial tissue holders. Facial tissues of standard size shall be provided in permanently mounted holders or in a permanent decorative holder approved by Best Western.
- 900.37 Light fixtures, electric outlets and switches shall be operable and clean at all times.

- 900.38 At least one robe hook should be provided in each bath area.
- 900.39 Kitchen areas and kitchen equipment shall be of modern design and shall be kept clean and in excellent physical condition and appearance.
- 900.40 All bathrooms shall provide adequate ventilation. Window ventilation usually is adequate, but if windows are not available, exhaust vents and fans shall be provided and maintained in an operable condition.
- 900.41 Electric shaver points or outlets near a suitably lit mirror shall be provided.
- 900.42 A hair dryer shall be provided in all guest rooms.
- 900.43 An iron and ironing board shall be provided in each guest room. Tabletop ironing boards are not acceptable. Freestanding wall-mounted units are acceptable. The iron must be full size (not travel size).
- 900.44 Hot and cold running water shall be provided in each guest bathroom.
- 900.45 A laundry bag is to be provided for each guest room.
- 900.46 Mechanical fans shall be available upon guest request if the property does not provide air conditioning in the guest room.
- 900.47 A minimum of 10% of the guestrooms shall have beds with a minimum mattress size of 72 inches by 84 inches (california king) or 76 inches by 80 inches (standard king).
- 900.48 All guest rooms shall be required to have coffee or tea makers with complimentary tea or coffee "packets, bags or filter". Decaffeinated coffee or tea must also be provided. Normal accompaniments, i.e., sugar, sweetener, milk or non-dairy creamer, stirrer are to be provided. Disposable cups or china/ceramic cups shall be provided. Consumables (coffee, tea, accompaniments and cups) must be replenished daily.
- 900.49 Each guest room shall be provided with a clock, (e.g., clock radio).
- 900.50 Intentionally omitted.
- 900.51 Guest room televisions shall deliver a minimum of at least eight different channels of programming, including at least one English-speaking channel that includes international news. A 24-hour all-news channel is not required. Further:
1. The television must have good, clear picture and sound.
 2. The television must have a remote control and full mute function. The remote control must not be attached to anything.
 3. If the television is video-on-demand enabled, it must have clear, easy to follow instructions and the cost should be clearly stated.
 4. Televisions on metal pedestal stands are unacceptable.

5. If used, security mountings must be high-quality and inconspicuous
- 900.52 All guest rooms shall have a radio or some other source of music (e.g., portable radio, clock radio, radio on tv, music channel on television or hard-wired hotel music system).
- 900.53 Hotels shall have a minimum of 50% of their guest rooms designated as non-smoking. Rooms will be identified with a permanent notice on the guest room external door as a non-smoking room. Rooms will also have at least one notice within the room, identifying the room as a non-smoking room.
- 900.54 A reasonably accessible electrical outlet must be professionally installed either (i) by

hardwiring it into the wall above the desk or work surface (32" - 36" above finished floor), or (ii) in the desk or work surface, or (iii) in the desk or (iv) by providing a work surface lamp that has an outlet conveniently integrated in its base. If no desk is provided, one reasonably accessible, unused outlet must be located within 6' of the parsons or activity table.

Chapter X

1000.0 Logo Items and Room Supply Requirements

1000.1 Following are the minimum allowable room supply requirements:

A. Two (2) tumblers per bed. Tumblers shall be sanitized in accordance with applicable government regulations. Sanitized glasses shall be placed in an approved glass bag. Alternatively, the top and rim of the glass may be covered with approved shrink-wrap plastic or a fitted heavy paper glass cap. When disposable glasses are used, they shall be pre-sanitized and pre-wrapped.

B. Consistent with the requirements of this section, Best Western shall have the authority to establish a "branded" bath amenity program for each Best Western hotel brand. Each guest bathroom shall offer 2 bars of packaged soap in the shower/tub and basin/ vanity area. Minimum requirements are at least one 3/4 size bar (2 1/2" x 1 1/2" x 1/4" or .6 ounces) and one 1 1/2 size bar (3" x 1 3/4" x 1/2" or 1.2 ounces). A Best Western approved soap dispenser and dispensed product are allowed in the bath area in lieu of a bar of soap provided a 1 1/2 size facial bar is available at the vanity area. It is recommended that a 1 1/2 size deodorant bar be provided in the bath area.

Each guest bathroom shall offer bottled shampoo (packet/sachets not acceptable) or a conveniently located shampoo/shower/ bath gel dispenser.

Extra soap and/or shampoo shall be available upon request.

C. One (1) ice bucket per room (3 qt. minimum).

- D. Two (2) waste baskets per room, one to be placed in the vanity area (at least one waste basket should be a minimum 13 qt. size).
E. "Do not disturb" device or sign for each room.

1000.2 Consistent with the requirements of this section, Best Western shall have the authority to establish a one-vendor bedroom linen and bathroom terrycloth program (while also retaining the existing green terrycloth program). The Board shall have the authority to determine the appropriate weight for terrycloth items and thread count for linens. Subject to this authority, the following minimum guest room linen standards apply:

Bath terry:

1 cloth bath mat (bath towel may be substituted). Bath terry to be constructed with a minimum of 86% natural fiber, e.g., cotton, bamboo, etc. Ring Spun fiber preferred. Dobby border preferred. Minimum weight per dozen: 6.9 lbs.

Room with one bed:

- 2 bath towels. Minimum size: 25" x 52".
Minimum weight per dozen: 12.0 lbs.

- 2 hand towels. Minimum size: 16" x 27".
Minimum weight per dozen: 3.0 lbs.

- 2 face cloths. Minimum size: 12" x 12".
Minimum weight per dozen: 1.0 lbs.

- The sizes listed above are to be measured on new product before shrinkage.

Room with two beds:

- 3 bath towels. Minimum size: 25" x 52".
Minimum weight per dozen: 12.0 lbs.

- 3 hand towels. Minimum size: 16" x 27".
Minimum weight per dozen: 3.0 lbs.

- 3 face cloths. Minimum size: 12" x 12".
Minimum weight per dozen: 1.0 lbs.

- The sizes listed above are to be measured on new product before shrinkage.

Bedroom linens:

Mattress Pad Requirement:

Each bed shall have a mattress pad.

Sheeting Requirements:

Each bed shall be triple sheeted, or double sheeted with washable duvet cover with removable insert as further defined.

Triple sheeting is defined as making up a bed with:

- a. A compliant minimum T-200 first (bottom) sheet, either fitted or flat;
- b. Topped with a second (middle) sheet beneath which the guest will typically sleep;
- c. Topped with a compliant blanket appropriate to the descriptor; and
- d. Topped with a third (top) sheet as described below as appropriate to the descriptor.

Double sheeting with washable duvet cover and removable insert is defined as:

- a. A compliant minimum T-200 first (bottom) sheet, either fitted or flat;
- b. Topped with a second (middle) sheet beneath which the guest will typically sleep; and
- c. Topped with a washable duvet cover with a compliant blanket insert.

Decorative Element Requirements:

At Best Western descriptor hotels, triple sheeting is acceptable with the third (top) sheet exposed:

- a. Provided the bed has an additional decorative element. Acceptable elements include the addition of a decorative pillow (throw or bolster style), or a scarf.
- b. The third (top) sheet must be decorative in nature, e.g., tone on tone stripe, tone on tone block, festooned, etc.

At Best Western Plus descriptor hotels, triple sheeting is acceptable with the third (top) sheet exposed:

- a. Provided the bed has two (2) additional decorative elements, e.g., the addition of a decorative pillow and a scarf.
- b. The third (top) sheet must be 100% polyester jacquard or matelasse patterned fabric with a minimum weight of 6 oz./sq. yd.; may be white or colored.

At Best Western Premier descriptor hotels, triple sheeting is acceptable with the third (top) sheet exposed:

- a. Provided the bed has two (2) additional decorative elements, e.g., the addition of a decorative pillow and a scarf.
- b. The third (top) sheet must be 100% polyester jacquard or matelasse patterned fabric with a minimum weight of 6 oz./sq. yd.; may be white or colored.
- c. The blanket between the second (middle) sheet and the third (top) sheet must be down, synthetic down, or duvet blanket.

Pillows:

A minimum of 3 pillows are required on a full size or smaller bed; and a minimum of 4 pillows (standard size) are required on a Queen or King Size Bed, with all pillows to be enveloped in a pillow protector, and a pillowcase which is manufactured with minimum T-250 (250 threads per square inch) percale with a minimum of 50 percent cotton content. All pillows must meet Best Western specifications.

Additional decorative pillows may be used as a supplement to, but not in lieu of, the required quantity of pillows.

The pillows shall be of the following minimum standard: Fiber type 6 denier per filament, polyester fiber clusters comprised of a blend of hollow low void, high void and antimicrobial fibers with a cluster cohesion of less than 6.0 Newtons, 100% cotton T-180 ticking with the following size and weight of fill specifications:

Required	
Size Medium Support	
Standard 20"x 26"	22 oz
Queen 20"x 30"	27 oz
King 20"x 36"	33 oz

If you choose to provide gentle and/or firm pillows in addition to the MEDIUM SUPPORT pillows described above, the following specifications apply. The pillows shall be of the following minimum standard: Fiber type 6 denier per filament, polyester fibers cluster comprised of a blend of hollow low void, high void and antimicrobial fibers with a cluster cohesion of less than 6.0 Newtons, 100% cotton T-180 ticking with the following size and weight of fill specifications:

Optional	Optional
Size Gentle Support Firm Support	
Standard 20"x 26"	20 oz 24 oz
Queen 20"x 30"	25 oz 29 oz
King 20"x 36"	31 oz 35 oz

The law tag must be affixed to all pillows as required, for compliance and to fulfill assessment requirements.

- Bedding includes: top coverings, blankets, mattresses pads, pillow cases and bed sheets which are of proper size for the box spring and mattress on which they are used.

1000.3 All Members shall choose a minimum of three items for use at the Property that shall bear the approved Best Western logo.

1000.4 A minimum of three logo items are to be displayed in the public areas in addition to signage.

1000.5 If in-room stationery is provided, it shall comply with the Brand Identity Manual.

Chapter XI

1100.0 Violations and Sanctions

1100.1 If a Member Property is operated, managed or maintained in a manner that results in violations, deficiencies or infractions of applicable Bylaws, Rules and Regulations, New Construction Guidelines, Renovation & Refurbishing Guidelines, or orders or directives issued by the Board, the Member Property may be placed on probation.

1100.2 Probation involving assessment deficiencies requires receipt of an assessment report or a Guest Rooms/Public Areas Condition Report made by a Best Western accredited assessor indicating the Property has scored below the minimum of 800 points. Written notice shall

then be sent to the Member by traceable expedited courier service with a copy of the assessment report, requiring correction of the deficiencies noted on the assessment report or a Guest Rooms/Public Areas Condition Report within a specified period.

- 1100.3 A Property, once placed into probationary status, will remain in that status until such time as a Guest Rooms/Public Areas Condition Report score equals or is greater than 800 points, until the reason for the probation has been cured or until cancellation of the Membership.
- 1100.4 When failure to maintain Property to Best Western standards results in probation, a

fee established by the Board may be assessed to cover the cost of the field staff assessment.

1100.5 If a Member fails to pay dues or other fees or assessments (other than Annual Dues) within the time period provided for in the Bylaws, Rules and Regulations or orders or directives issued by the Board, and if such dues, fees or assessments remain unpaid for thirty (30) days after the date of written notice of delinquency is sent to the Member by Best Western Headquarters, or no other satisfactory arrangement has been made for liquidation of the indebtedness, the Board may cancel the Membership pursuant to Article II, Section 8(C) and (D) of the Bylaws and Chapter XII of these Rules and Regulations. This Section does not govern automatic termination of Membership for failure to pay Annual Dues by September 15, which is dealt with in Article II, Section 2(B)(2) of the Bylaws, and does not limit the Board's option to restrict services under Rule 1100.8.

1100.6 If a Member fails to conform to the obligations or meet the standards set forth in the Bylaws, Rules and Regulations, New Construction Guidelines, Renovation & Refurbishing Guidelines, or orders or directives of the Board, the Board may cancel the Membership pursuant to Article II, Section 8 of the Bylaws and Chapter XII of the Rules and Regulations.

1100.7 If a Member Property is operated, managed or maintained in a manner that results in:

A. Receipt of two (2) consecutive assessment scores or Guest Rooms/Public Areas Condition Report scores which are below 800 points;

o r

B. Receipt of two (2) assessment scores or Guest Rooms/Public Areas Condition Report scores less than 800 points during any 18-month period;

o r

C. Receipt of three (3) assessment scores or Guest Rooms/Public Areas Condition Report scores less than 800 points during any 24-month period;

o r

D. Receipt of a single assessment score or Guest Rooms/Public Areas Condition Report score below 600 points;

the Board may cancel the Membership pursuant to Article II, Section 8 of the Bylaws and Chapter XII, Paragraph 1200.2(E) of the Rules and Regulations.

1100.8 Where grounds exist for termination of Membership, the Board or its designee may, in addition to any other remedy, restrict any or all Membership services. During an administrative restriction, full fees continue to accrue.

1100.9 The Board shall establish a program automatically restricting Properties on the Best Western reservation system when they score below 600 points on a Guest Rooms/Public Areas Condition Report. The Property

will remain restricted subject to the Property's status being determined by the Board.

Chapter XII

1200.0 Procedure for Cancellation of Membership

1200.1 A. Unless payment in full is received within the time specified or other satisfactory arrangements are made to liquidate the delinquent indebtedness contained in a notice sent to a Member pursuant to paragraph 1100.5 of Chapter XI of these Rules and Regulations, the President and Chief Executive Officer or his designee shall send to the Member by certified mail notice containing the following information:

1. Statements of amounts delinquent;
2. Nature of charges;
3. Citation of the Bylaws, Rules and Regulations, New Construction Guidelines, Renovation & Refurbishing Guidelines, or orders or directives of the Board upon which the nature, amount and delinquency of the charges are based; and
4. Notification that the Board will consider the cancellation of the Membership and that a written demand for a hearing to show cause why the Membership should not be cancelled shall be received by the President and Chief Executive Officer or his designee by certified mail within fifteen (15) days after mailing of this notification.

B. Failure to make timely written demand for a hearing shall be deemed consent by the Member to any action taken by the Board with respect to cancellation of the Membership.

C. If the Member makes timely written demand for a hearing, the provisions of paragraphs 1200.3 and 1200.5 of this chapter shall apply.

1200.2 A. If the President and Chief Executive Officer or his designee believes a Member is in violation of Article II, Section 8(A)(2) or 8(A)(3) of the Bylaws or paragraph 1100.6 of these Rules and Regulations, and the violation is such that a corrective period is allowed, he

or his designee shall send written notice of such violation to the Member by traceable expedited carrier. The notice shall specify in detail the violations charged to exist and the facts believed to support the charged violations, and shall cite the Bylaws, Rules and Regulations, New Construction Guidelines, Renovation & Refurbishing Guidelines, or orders or directives of the Board charged to have been violated. For alleged violations of paragraph 1100.7, or violations for which no corrective period is allowed, compliance with this notice provision is not required.

B. The Board, by policy, may from time to time establish time periods during which the charged violations may be corrected to avoid further action. Any period for correction shall in no event exceed sixty (60) days

from the date of notification provided for in rule 1200.2(A). If the alleged violations contained within the notice to the Member are subject to corrective period, said period shall be stated in the notice.

C. Within twenty-one (21) days after the mailing of the notification of violation, the Member shall make written answer to the charges, which shall be sent by traceable expedited carrier to the President and Chief Executive Officer or his designee. The answer shall state specifically whether the charged violations will be corrected within the prescribed corrective period or whether the existence of the charged violations is challenged. If the charged violations have been corrected within the twenty-one (21) days, the answer shall so specifically state. Additionally, if corrective action may still be taken within the established corrective period, the Member shall notify Best Western when the charged violations have been corrected. Such notification shall be mailed no later than the last date of the corrective period.

D. If the President and Chief Executive Officer or his designee, upon receipt of Member's written answer, determines that the violations originally charged do not exist, have been satisfactorily corrected, or will be corrected within the prescribed corrective period, no further action on the part of the Member or Best Western is required. In the event the Member does not correct the charged violations within the prescribed corrective period and notify Best Western in writing of such event, or if the charged violations have not been corrected to Best Western's satisfaction, then the President and Chief Executive Officer or his designee shall give notice to the Member by traceable expedited carrier, that grounds for cancellation exist. The notice shall contain:

1. Statement of the specific violation that has not been satisfactorily corrected;
2. Statement of the facts upon which the violation charged is based;

3. Citation of the Bylaws, Rules and Regulations, New Construction Guidelines, Renovation & Refurbishing Guidelines, or orders or directives of the Board charged to be violated; and

4. Notification that the Board will consider the cancellation of Membership and that any written demand for a hearing to show cause why the Membership should not be cancelled shall be received by the President and Chief Executive Officer or his designee by traceable expedited courier within fifteen (15) days, or such shorter period as may be set by the President and Chief Executive Officer or his designee by traceable expedited courier within fifteen (15) days, or such shorter period as may be set by the

Board under Article II, Section 8(D) of the Bylaws, after mailing of this notification.

E. In the case of violation of Chapter XI, paragraph 1100.7, or in the case of a violation for which no corrective period is allowed, the President and Chief Executive Officer or his designee shall notify the Member, by traceable expedited carrier, that grounds exist for cancellation of the Membership which are not subject to corrective action. The notice shall contain the information required under subparagraph (D)(2), (3) and (4) of this section.

F. If the Member fails to make timely answer to the notification by the President and Chief Executive Officer or his designee provided for in paragraph (A) of this section, the President and Chief Executive Officer or his designee shall cause a written notice to be sent to the Member containing the items set out in subparagraphs (1), (2), (3) and (4) of paragraph (D) of this section. Failure to make timely written demand for a hearing shall be deemed consent by the Member to any action taken by the Board with respect to cancellation of the Membership.

1200.3 A. If a Member makes timely written demand for a hearing as provided in paragraph (C), Section 8, Article II of the Bylaws, a hearing shall be held by the Board within sixty (60) days after receipt by the President and Chief Executive Officer or his designee of such demand. The President and Chief Executive Officer or his designee shall notify the Member in writing, traceable expedited carrier, no fewer than fifteen (15) days before the hearing, that a hearing will be held, specifying the place, date and time for such hearing.

B. At the time of making written demand for a hearing by the Board, the Member may make written answer to the charged violations with the answer being sent to the President and Chief Executive Officer or his designee in the same manner as the demand for hearing, and which answer shall fairly meet the charges.

C. The Board may provide a lesser notice and opportunity to be heard prior to cancellation

of a Membership as provided in Article II,
Section 8(D) of the Bylaws.

1200.4 A. Upon failure of the Member to make
written demand for a hearing, the Board may
thereafter at any time cancel the
Membership in accordance with paragraph
(C) of Section 8, Article II of the Bylaws.

B. Failure by the Member to make timely
demand for a hearing shall relieve the Board
of entertaining any oral argument during the
Board meeting, if any, dealing with the
matter of the Member's cancellation. Such
failure will not, however, permit the Board to
dispense with the presentation of evidence
or argument to support cancellation of
Membership or relieve the Board of any
obligation to consider:

1. Any written response received by the Board or by the President or Chief Executive Officer or his designee:

- (a) not later than fifteen (15) days before said Board meeting; or
- (b) before transmittal of the matter of the Member's cancellation to the Board members if consideration of the matter and vote thereon is done electronically or;

2. Any correspondence or other written matter between the Association and the Member dated no later than thirty (30) days after the distribution of the notification by the President and Chief Executive Officer or his designee required under Article II, Section 8 of the Bylaws.

1200.5 In cases in which the Member has been granted a hearing pursuant to a timely written demand, the following rules shall apply:

A. Only persons having a direct interest in the cancellation proceeding shall be entitled to attend, although the Board, in its discretion, may permit such other persons to attend under such conditions as the Board may determine.

B. Any party to the cancellation proceeding may be represented by counsel, but if the Member intends to be so represented, the name, address and telephone number of his counsel shall be provided to the President and Chief Executive Officer or his designee in writing no fewer than three (3) days before the scheduled hearing.

C. No fewer than three (3) days before the scheduled hearing, there shall be provided to the President and Chief Executive Officer or his designee by or on behalf of the Member, a written statement containing the following:

- 1. Names and addresses of witnesses, if any, the Member intends to call at the hearing;
- 2. Documentary evidence or exhibits, if any, to be introduced by the Member;
- 3. Any special requests;
- 4. Statement of issues to be presented to the Board as the Member may anticipate;

and

5. Any offer of compromise.

D. At or before the hearing, the President and Chief Executive Officer or his designee will present to each member of the Board a written statement containing the following:

1. Name and address of the Member;
2. Name and address of the Member's Property;
3. Nature and character of the uncorrected violations charged as grounds for cancellation;
4. Detailed statement of facts upon which the charged violations are based;

that any inspection be made, the Board in its sole discretion may grant or deny the request; in the event the Board shall agree to make an inspection, the Member shall pay, in advance, all the expenses incurred by the Board members.

H. Any inspection made under this rule may be made by one or more members of the Board as directed by the Board. Any interested party may be present at such inspection.

I. A hearing on cancellation may be reopened at the sole discretion of the Board at any time before a final decision is rendered. A rehearing may be granted at the sole discretion of the Board and upon such terms and conditions as the Board may direct, provided that written petition for rehearing, specifying the grounds for the petition, shall be sent to the President and Chief Executive Officer or his designee by traceable expedited carrier within fifteen (15) days of the date notice of the final decision of the Board is distributed to the Member.

Chapter XIII

1300.0 Procedure for Termination of Contingently-Approved Applicants

1300.1 Contingently-approved applicants are subject to termination of approval, as specified by rule 1300.2, for any violation of the Rules, Bylaws or Board policies which would constitute grounds for placing a Member on probation or grounds for terminating a Membership. By way of example, without limitation, a contingently-approved Applicant is subject to termination of approval, as specified by rule 1300.2, for

A. receipt of a single assessment score below 800 points;

B. receipt of customer complaints, during a single six-month monitoring period, in excess of the maximum number permitted by rule 500.43; and

C. failure to strictly and timely comply with each and every condition of approval. The Board may, as a condition of approval, impose stricter standards on contingently-approved Applicants.

1300.2 Where grounds for termination exist, the Board may summarily terminate approval of a contingently-approved Applicant or may impose additional or stricter

5. Citation of the Bylaws, Rules and Regulations, New Construction Guidelines, Renovation & Refurbishing Guidelines, or orders or directives of the Board charged to be violated;

6. Listing of correspondence or other communications between the Association and the Member relating to the violations charged, with a copy of each attached;

7. Recommended action to be taken by the Board; and

8. Statement of all sums due and owing from the Member to the Association and all sums due and payable.

E. The order of proceeding during hearings shall be as determined by the Board, provided the Member has a full and fair opportunity to present relevant and material evidence in support of his position. The burden of proof of charged violations sufficient to justify cancellation of Membership and of compliance with the procedures required by the Bylaws and these Rules and Regulations shall be upon the Association.

F. The Board shall be the sole judge of the relevancy and materiality of proffered evidence; conformity to legal rules of evidence shall not be required. All evidence shall be taken in the presence of all of the parties, except any party who has been given notice of the hearing and who fails or refuses to attend other than by reason of exclusion from the hearing by the Board, unless such exclusion is based upon gross and disruptive misconduct at the hearing. In the event a party is excluded for gross and disruptive misconduct, the Board shall make a specific finding of such misconduct before ordering the party's exclusion from the hearing. The Board may, in its sole discretion, receive and consider evidence by way of affidavit, written statement or letter or telephone call, but shall give such evidence only such weight as the Board deems appropriate.

G. Whenever the Board deems it necessary to view and inspect the Member Property, it shall advise the Member of its intention and of the date and time that the assessment shall take place. Whenever the Member requests ~~that any inspection be made, the Board in its sole discretion may grant or deny the request; in the event the Board shall agree to make an inspection, the Member shall pay, in advance, all the expenses incurred by the Board members.~~

~~H. Any inspection made under this rule may be made by one or more members of the Board as directed by the Board. Any interested party may be present at such inspection.~~

~~I. A hearing on cancellation may be reopened at the sole discretion of the Board at any time before a final decision is rendered. A rehearing may be granted at the sole discretion of the Board and upon such terms~~

~~and conditions as the Board may direct, provided that written petition for rehearing, specifying the grounds for the petition, shall be sent to the President and Chief Executive Officer or his designee by traceable expedited carrier within fifteen (15) days of the date notice of the final decision of the Board is distributed to the Member.~~

Chapter XIII

~~1300.0 Procedure for Termination of Contingently-Approved Applicants~~

~~1300.1 Contingently-approved applicants are subject to termination of approval, as specified by rule 1300.2, for any violation of the Rules, Bylaws or Board policies which would constitute grounds for placing a Member on probation or grounds for terminating a Membership. By way of example, without limitation, a contingently-approved Applicant is subject to termination of approval, as specified by rule 1300.2, for~~

~~A. receipt of a single assessment score below 800 points;~~

~~B. receipt of customer complaints, during a single six-month monitoring period, in excess of the maximum number permitted by rule 500.43; and~~

~~C. failure to strictly and timely comply with each and every condition of approval. The Board may, as a condition of approval, impose stricter standards on contingently-approved Applicants.~~

~~1300.2 Where grounds for termination exist, the Board may summarily terminate approval of a contingently-approved Applicant or may impose additional or stricter conditions of approval. A contingently-approved Applicant shall have no right to probation, no right to hearing and no right to vote until full Membership has been granted.~~

Member-Approved Ballots

The following are Ballots that were approved by the Best Western Membership but are not part of the Articles of Incorporation, Bylaws or Rules and Regulations. These Member-approved ballots apply to every Member in that they are Regulatory Documents as defined by Article I of the Bylaws.

AAA/CAA Official Appointment

Approved February 2009 – Beginning April 1, 2009, Best Western will annually renew each Member's American Automobile Association/Canadian Automobile Association (AAA/CAA) Official Appointment on behalf of the Member and add the cost to the Member's Best Western monthly statement.

Approved December 2006 – To approve the requirement that each North American Best Western Property which has not received a BWI exemption, shall receive designations as (1) a AAA/CAA designated Diamond-rated property, and (2) a AAA/CAA Official Appointment property, by December 31, 2007. Each North American Property shall maintain these AAA/ CAA designations in accordance with the Compliance Rules set forth in the Proposal Explanation, throughout the term of its Best Western Membership, unless notified by BWI's President that the AAA/CAA designation(s) is not required.

NOTE: The Exemption Rules set forth in the Ballot's Proposal Explanation are as follows:

Exemption from Compliance Rules:

Any Property which has received a statement in writing from AAA/CAA that it is not eligible for consideration as a AAA/CAA designated Diamond-rated hotel property may apply for, and upon submission of the AAA/CAA statement of ineligibility to BWI may receive, an exemption from the Compliance Rules described below ("Exemption"). By way of example, a Property which has received a statement from AAA/CAA that the Property is ineligible for consideration because it is a "Historic Property", listed on the National Register of Historic Places, may apply to BWI for and may receive an exemption from the Compliance Rules. Exemptions will not be granted for any failure of a Property to obtain AAA/CAA approval by reason of a failure to maintain quality standards or the like.

NOTE: The Compliance Rules set forth in the Ballot's Proposal Explanation are as follows:

Compliance Rules:

- All Properties which are designated as AAA/ CAA designated Diamond-rated properties on December 31, 2006, shall be required to obtain OA designation by December 31, 2007.
- All Properties which are not designated as AAA/ CAA designated Diamond-rated properties by or on December 31, 2006, and which have not received an Exemption, shall be required to obtain AAA/CAA Diamond-rated designation and OA designation by December 31, 2007.
- All Properties which are AAA/CAA designated Diamond-rated properties and are OA properties on December 31, 2007, shall be required to maintain a AAA/CAA designated Diamond-rated designation and OA designation throughout the

term of their Best Western Membership, unless the Voting Member for that Property receives a communication, signed by the President of BWI, stating that AAA/CAA Diamond-rated designation and/or OA designation is no longer a requirement of Membership for that Property.

Advertising Assessment

Approved November 2012 – The advertising assessment approved by the Membership in December 2010 shall be amended such that it does not have an expiration date.

Approved December 2010 – The advertising assessment approved by the Membership is as follows:

- a. Each Best Western Property shall be assessed \$11.00 (USD) per room per month, with an effective date of February 1, 2011 and continuing through December 31, 2014; and
- b. The Board of Directors shall have the authority to increase the advertising assessment once each fiscal year, with no such annual increase exceeding the greater of (1) two percent (2%) of the prior year's assessment, or (2) the rate of inflation for the previous year as measured by the United States Bureau of Labor Statistics Consumer Price Index (all items for all urban areas), effective December 1, 2011.

Sales and Marketing Assessment

Approved November 2017 – The sales and marketing assessment shall be:

Effective Date	Percentage of Gross
January 1, 2018	.4 % of GRR
January 1, 2020	.5 % of GRR
January 1, 2022	.6 % of GRR

Marketing and Technology Assessment

Approved November 2018 – Effective December 1, 2018, there shall be the following technology and marketing assessment:

Effective Date	Percentage of Gross
December 1, 2018	.33 % of GRR
December 1, 2019	.66 % of GRR
December 1, 2020 and thereafter	1.0 % of GRR

Best Western Distribution System

Approved November 2016 – Effective November 23, 2016, Best Western shall have visibility and equal access to guest room rates offered by Properties through any non-Best Western distribution channel such that those rates may be offered through Best Western channels.

Approved June 2016 – Effective June 15, 2016, Best Western Properties shall use Best Western electronic distribution systems as the exclusive method of offering rooms to intermediaries.

Best Western Rewards® Program

(Formerly Gold Crown Club International ("GCCII"))

Approved December 21, 2011 – Members shall award Best Western Rewards ("BWR") program points, miles or partner rewards to a BWR participant for all rooms with qualified rates, up to a maximum of ten (10) rooms, when paid for by a BWR participant and when associated with the BWR participant's stay at the Property.

Approved February 2009 - Effective April 1, 2009, a Free Night Award (FX Rate) program and reimbursement structure was adopted.

Approved November 2022 - Effective January 1, 2023, or as soon thereafter as is practicable and upon reasonable notice to the Membership, the Free Night Award (FX Rate) program and reimbursement structure changed as follows:

A. Free Night Award ("FX Rate") reimbursement structure (inclusive of applicable taxes) for Properties is as follows:

- i. If the occupancy of the Property is 90% or greater when the FX room night is consumed, the Property will be reimbursed at 90% of the Property's average daily rate ("ADR").
- ii. If the occupancy of the Property is 70% or greater and less than 90% when the FX room night is consumed, the Property will be reimbursed at 70% of the Property's ADR.
- iii. If the occupancy of the Property is less than 70% when the FX room night is consumed, the Property will be reimbursed at the greater of 40% of the Property's ADR or US \$40.00.
- iv. US \$40.00 is the minimum FX redemption reimbursement regardless of occupancy.

B. Properties will provide at least 10% of total rooms (a minimum of three (3) rooms) and no more than 50% of total rooms for FX redemptions.

As adopted in 2009, no fees (including Travel Agent commission, Best Western Rewards (BWR) assessment, GDS fees and Lynx fees) will be charged on Free Night Award (FX Rate) reimbursement.

Best Western Rewards® (BWR®) Elite Member Property Recognition Program

Approved November 2012 and amended November 23, 2016 – Effective January 1, 2013, with amendments effective January 1, 2017, or as soon thereafter as practicable:

Best Western Properties shall provide minimum BWR recognition to BWR members in Gold, Platinum, Diamond, and Diamond Select categories ("Elite Members") as follows:

- a. BWR Elite Members shall be provided the option to select either: (i) BWR bonus points; or (ii) a snack and beverage/hotel amenity for each hotel stay.
- b. The BWR Elite Recognition option of receiving BWR bonus points per stay shall be five hundred (500) BWR bonus points per stay.
- c. The snack and beverage BWR offering shall include at a minimum two (2) complimentary beverages and two (2) approved snack options in a BWR branded bag.
- d. If a hotel amenity is offered, it shall be of at least equal value to the snack and beverage offering.
- e. All properties will be required to display a BWR Elite Program display at the front desk, as designed by Best Western International, Inc. ("Best Western").
- f. During check in, a Property representative shall thank the BWR Elite Member for their business and loyalty.

If a Property does not satisfy a minimum BWR Elite Member recognition requirement, the following shall occur:

When complaints are received at Best Western Headquarters with reference to a particular Property, if the complaint relates to BWR Elite Member recognition, Best Western Headquarters shall have the authority to resolve the matter upon the first contact, according to the following schedule:

Property Cost Per Complaint	Hotel Size 1 - 50 Rooms	Hotel Size 51 - 100 Rooms	Hotel Size 101 - 150 Rooms	Hotel Size 151 - 200 Rooms
Free	First 3 Complaints	First 4 Complaints	First 5 Complaints	First 6 Complaints
\$30 Each	Complaints 4 - 8	Complaints 5 - 10	Complaints 6 - 12	Complaints 7 - 14
\$60 Each	Complaints 9 - 12	Complaints 11 - 15	Complaints 13 - 18	Complaints 15 - 21
\$100 Each	Complaints 13 & over	Complaints 16 & over	Complaints 19 & over	Complaints 22 & over

In increments of 50 additional rooms over 200, Properties will receive one additional free complaint, one additional \$30 complaint, and one additional \$60 complaint. The number of complaints shall be measured in each Best Western fiscal year.

This program is separate and distinct from first contact resolution regarding accommodations and service as defined in Rules and Regulations 500.35.

The Best Western Board of Directors shall have the authority to amend the BWR Elite Program.

Best Western Rewards® Rates

Approved May 2017 - Effective May 24, 2017, each Property's Best Western Rewards rates shall be at least USD and CAD \$5.00 (as applicable), lower than the lowest non-qualified promotional rates (e.g., Best Value) for the equivalent room type and stay

restrictions (e.g., advance purchase or length of stay) published on digital channels.

Approved November 2022 - Effective January 1, 2023, or as soon thereafter as is practicable and upon reasonable notice to the Membership, each Property's Best Western Rewards rates shall be:

- (i) The BWR Flexible Rate shall be at least 7% off RACK.
- (ii) AAA/CAA and AARP rates shall be at least 5% off RACK.
- (iii) Relative to RACK, the discount for the BWR Flexible Rate shall be at least 2% greater than the discount for AAA/CAA and AARP (e.g., if the AARP discount is 5% off RACK, then the BWR Flexible Rate discount shall be at least 7% off RACK).

In addition, the BWR Flexible Rate shall be equal to or less than any OTA loyalty program rate.

Pay for Points

Approved November 17, 2021 – Effective January 1, 2022, or as soon afterwards as is practicable and upon reasonable notice to the Membership, participation in Pay with Points (FX2) shall be required for all Best Western Properties on a non-Last Room Availability ("non-LRA") basis.

Booking.com Agreement

Approved May 2015 – Effective as soon as practicable upon the execution of a brand-level corporate lodging agreement ("Agreement") with Booking.com B.V. ("Booking.com"):

1. All Best Western branded hotels in North America (each a "Hotel"; collectively, "Hotels") shall conduct business with Booking.com, subject to the terms and conditions of the Agreement, unless a Hotel's contracted commercial term is more favorable to the Hotel, in which case the Hotel's more favorable contracted commercial term shall apply.
2. Hotels shall compensate Booking.com for bookings made by Booking.com customers on publicly available rates in an amount equal to fifteen percent (15%) of the net room revenue under the standard program and eighteen percent (18%) of the net room revenue under the preferred program. Payments will be made in the form of commissions, with commissions paid via the rules established for the BestCheque commission payment system (or its successor). Participation in the preferred program is by Booking.com's invitation only and is subject to Booking.com's preferred program requirements.
3. Hotels shall provide to Booking.com Last Room Availability ("LRA") access to Hotel inventory in the Best Western LYNX system and through the Best Western connection with Booking.com.
4. Hotels' connections to Booking.com shall be facilitated through the brand's connection (a transaction fee will apply).

5. A Hotel's publicly available rates and rate plans provided to Booking.com shall be equal to the Hotel's publicly available rates and rate plans made available through any Hotel, Best Western, or third-party booking or distribution channel, and shall be subject to contractual consequences for a violation (e.g., honoring the lower publicly available rate). This limitation does not apply to Best Western Rewards® rates, qualified rates through a partner membership program (e.g., AAA/CAA, AARP, etc.), or corporate negotiated rates.

Chain and Consortia Marketing Program

Approved November 27, 2013 – The Chain and Consortia Marketing Program is amended such that each Property shall pay to Best Western a cost recovery fee for each net room night reservation received under the Chain and Consortia Marketing Program (the "Fee"). For fiscal year 2014, the Fee shall be \$2.25 per net room night. The Board of Directors (the "Board") shall establish the Fee for each subsequent fiscal year based on a pass-through cost analysis. The Board-established Fee shall not exceed three percent (3%) of the previous fiscal year's Best Western reservations systems brand average daily rate. All other terms and conditions of the Chain and Consortia Marketing Program remain unchanged.

Approved December 2006 – All North American Properties shall participate in the Best Western Chain and Consortia Marketing Program, administered in accordance with the Chain and Consortia Marketing Program Terms and Conditions, and Compliance Rules.

NOTE: The Program Terms and Conditions set forth in the Ballot's Proposal are as follows:

Chain & Consortia Marketing Program Terms and Conditions:

- No Chain & Consortia Partner will be eligible to participate in the Program unless it has generated at least \$1 million dollars in net reservations value for the Properties during the previous year, as calculated based on the reservations value of net bookings received by the Properties through the Best Western LYNX central reservation system.
- For AMERICAN EXPRESS and CARLSON WAGONLIT TRAVEL, as Chain & Consortia Partners participating in the Program, the Properties shall pay a fee of USD \$1.00 for each net room night reservation received, commencing January 1, 2007. This fee shall replace any other participation fee(s) previously paid by the Properties or BWI for participation in the AMERICAN EXPRESS and CARLSON WAGONLIT TRAVEL programs.
- For other Chain & Consortia Partners participating in the Program, Properties shall pay a maximum fee of USD \$1.00 for each net room night reservation received from that Chain & Consortia Partner. This fee amount may be lower for certain Chain & Consortia Partners, but shall not be higher than USD \$1.00 for each net room night reservation received.

- BWI will always identify to the Membership, in advance, the participating Chain & Consortia Partners, as well as changes to, additions to, and/or removal of participating Chain & Consortia Partners.
- The fee of USD \$1.00 for each net room night reservation received shall be paid in addition to any other rate discount payable, or standard commission available, to the participating Chain & Consortia Partner.
- Properties shall not discriminate in receiving reservations generated by any Chain & Consortia Partner.
- Fees incurred shall be stated on each Property's monthly member statement, and shall be paid in accordance with applicable BWI Regulatory Documents (e.g. bylaws, articles, rules and regulations, etc.).
- Void where prohibited by law. BWI reserves the right to suspend or terminate part of or the entire Program at any time, at its sole discretion, upon written notice to the Properties, which notice shall be issued and signed by the President of BWI.

Comprehensive Approach to OTA Business to Save Members OTA Commissions

Approved May 2015 – Best Western shall institute a marketing program that gives Best Western the authority to enter into brand-level agreements ("Agreements") with online travel agencies or distribution partners (collectively, "OTAs"), provided the following general terms and conditions are included in any such Agreement:

1. All Best Western branded hotels in North America (each a "Hotel"; collectively, "Hotels") shall be subject to the terms and conditions of the Agreements unless the Hotel's contracted commercial terms are more favorable to the Hotel, in which case the Hotel's more favorable contracted commercial terms and conditions shall apply.
2. For non-package bookings, Hotels shall compensate OTAs in an amount not to exceed fifteen percent (15%) of the net revenue paid by OTA customers on all publicly available rates. (Hotels shall have the ability to increase commissions above the baseline amount at their discretion.) The commission shall apply to all publicly available rates, including promotional rates (e.g., Advance Purchase, MLOS, etc.), but shall not apply to Best Western Rewards® rates, qualified rates through a membership program, or corporate negotiated rates.
3. Payments shall be made in the form of a net rate (paid by a single use or virtual credit card) or commission (paid via the rules established for the BestCheque commission payment system or like payment system as determined by Best Western).
4. Hotels shall provide to OTAs Last Room Availability ("LRA") access to Hotel inventory in

the Best Western LYNX system and through the Best Western connection with the OTA.

5. Hotels' connections to OTAs shall be facilitated through the brand's connections (a transaction fee will apply).

Enhanced General Manager Training Requirements

Approved November 2012 – Effective January 1, 2013, or as soon afterwards as is practicable and upon reasonable notice to the Membership:

All Best Western General Managers shall be required to satisfy all Best Western General Manager Professional Development ("GMPD") Program requirements.

New General Managers, defined as the individual responsible for every day operations at the hotel, shall be required to complete an on-line examination and complete the appropriate level of GMPD training. The results of the on-line examination shall determine if the General Manager enrollee is required to participate in the Level 1 GMPD Training Program or the Level 2 GMPD Training Program.

The Level 1 GMPD Training Program shall require successful completion of:

1. A pre-requisite on-line course prior to attending the Best Western Level 1 GMPD Training Program;
2. A 5-day leadership training course; and
3. A 5-day orientation/operations course

The Level 2 GMPD Training Program shall require successful completion of a 5-day orientation/operations course.

If a General Manager enrollee is required to successfully complete the Level 1 GMPD Training Program, the 5-day orientation/operations course must be successfully completed within ninety (90) days of being hired as a General Manager, and the 5-day leadership training course must be successfully completed within six (6) months of being hired as a General Manager.

If a General Manager enrollee is required to successfully complete the Level 2 GMPD Training Program, the 5-day orientation/operations course must be successfully completed within ninety (90) days of being hired as a General Manager.

Hotels shall be responsible for the costs associated with General Managers attending each 5-day course on a cost-recovery basis.

Continuing Education

All Best Western General Managers shall earn a minimum of 2 professional development points per year and 8 professional development points over a 3-year period. Points may be earned as follows:

One point for:

- Attending a full-day General Manager Professional Development continuing education training program;
- Attending the Annual Best Western Convention;
- Attending a Best Western Education & Training or Best Western corporate staff led full-day training program; or

- Successfully completing a Best Western Education & Training certified online course curriculum, including approved partner online content (e.g., American Hotel & Lodging Association Educational Institute ("AH&LA EI"), eCornell, Mindleaders, etc.).

A full-day is considered 6 or more hours of training. One-half (1/2) point can be earned for programs between 3 and 6 hours in length.

The Board of Directors shall have the authority to approve additional courses for continuing education credits.

If a General Manager obtains an AH&LA EI CHA or CLM designation, or a similar designation as approved by the Board of Directors, during any three-year period after successfully completing the required GMPD course, the continuing education requirement for the then current three-year period will be considered fulfilled as long as the designation is maintained.

Expedia

Approved November 2014 – Effective as soon as practicable upon the execution of a brand-level corporate lodging agreement with Expedia, Inc. ("Expedia"):

1. All North American Best Western branded hotels (a "Hotel"; collectively, "Hotels") shall conduct business with Expedia, subject to the terms and conditions of the agreement, unless a Hotel's contract term(s) is more favorable to the Hotel, in which case the Hotel's more favorable contract term(s) shall apply.
2. For non-package bookings, Hotels shall compensate Expedia an amount equal to fifteen percent (15%) of the net revenue paid by the Expedia customer on all publicly available rates, with payments made in the form of a net rate or commission, and with commissions paid via the rules established for the BestCheque commission payment system.
3. Hotels shall provide to Expedia Last Room Availability ("LRA") access to Hotel inventory in the Best Western LYNX system and through the Best Western connection with Expedia.
4. Hotels' connections to Expedia shall be facilitated through the brand's switch connection.
5. Hotels' publicly available rates and rate plans provided to Expedia shall be equal to the Hotels' publicly available rates and rate plans made available through any Hotel, Best Western, or third-party booking or distribution channel, and shall be subject to a contractual penalty for a violation. This limitation does not apply to Best Western Rewards rates and partner membership programs (e.g., AAA/CAA, AARP, etc.).
6. Hotels shall be in the Expedia Traveler Preference program by which Expedia offers its customers the ability to choose whether to pay Expedia at the time of booking (Expedia Collect) or pay the hotel upon check-in (Hotel Collect):

a. Expedia Collect bookings will be processed using Single Use or Virtual Credit Card or other acceptable payment forms in the future.

b. Hotel Collect commissions will be processed by Best Western's BestCheque program.

7. On an opt-out basis, Hotels shall establish and make available to Expedia a package and an opaque net rate plan, which shall be non-LRA. These net rates shall be provided to Expedia at a twenty-five percent (25%) discount.
8. Hotels shall be assessed an annual marketing investment fee of \$250 (for the brand to invest in Expedia Media Solutions).

Government Business Eligibility

Approved July 2014 – All Best Western Properties shall apply for all applicable government agency certifications such that they will be eligible for participation in federal government travel programs. Each Property will be responsible for ensuring that any certification number is updated in accordance with the terms of the applicable government program. Best Western will solicit all Properties for their preferences whether rates will be loaded as last room availability ("LRA") or non-last room availability ("non-LRA") in the applicable programs at the then-current, approved federal per diem rate. For those Properties that do not respond to the solicitation with a selection of LRA or non-LRA, the rates will be loaded as non-LRA so that the Property may open and close the rates as necessary. Commissions and other fees associated with each program will apply.

High-Speed Internet Access

Approved April 2006 – To require free high-speed Internet access (HSIA) at each North American Best Western Property by 11/30/06 (1) in each guest room (100%), and (2) in some public areas. All current HSIA standards, specifications and non-compliance procedures will continue to be in effect, as modified from time to time by the Best Western International, Inc. Board of Directors.

Approved January 2004 – To require high-speed Internet access (HSIA) at each North American Best Western Property by 9/01/04, and to require implementation of the Property terminal unit (PTU) replacement project at each North American Best Western Property for completion by 6/01/04. All guest room and some public area HSIA access must be free, and must be provided in at least 15% of the guest rooms and some public areas. The current specifications follow. Specifications may be modified from time to time by the Best Western International, Inc. Board of Directors.

NOTE: Contact Best Western International, Inc. for the current specifications.

Hotel Reservation Service Group Agreement

Approved May 2015 – Effective as soon as practicable upon the execution of a brand-level, global corporate lodging agreement ("Agreement") with Hotel Reservation Service Group ("HRS Group"):

1. All Best Western branded hotels in North America (each a "Hotel"; collectively, "Hotels") shall conduct business with HRS Group, subject to the terms and conditions of the Agreement, unless a Hotel's contracted commercial term is more favorable to the

Hotel, in which case the Hotel's more favorable contracted commercial term(s) shall apply.

2. Hotels shall compensate HRS Group an amount equal to twelve percent (12%) of the net room revenue on bookings made by HRS Group customers on all publicly available rates, with payments made in the form of commissions, and with commissions paid via the rules established for the BestCheque commission payment system (or its successor).
3. Hotels shall provide to HRS Group Last Room Availability ("LRA") access to Hotel inventory in the Best Western LYNX system and through the Best Western connection with HRS Group.
4. Hotels' connections to HRS Group shall be facilitated through the brand's connection (a transaction fee will apply).
5. A Hotel's publicly available rates and rate plans provided to HRS Group shall be equal to the Hotel's publicly available rates and rate plans made available through any Hotel, Best Western, or third-party booking or distribution channel, and shall be subject to contractual consequences for a violation (e.g., honoring the lower publicly available rate). This limitation does not apply to Best Western Rewards® rates, qualified rates through a partner membership program (e.g., AAA/CAA, AARP, etc.), or corporate negotiated rates.
6. Hotels will have the option to join HRS Group's corporate discount program, which is a program focused on unmanaged, small- and medium-sized enterprises.

Implement Google Business Photos to Optimize Search Results

Approved November 27, 2013 – Effective upon certification of the results by the Designated Accountant, with compliance required by December 31, 2014:

All Best Western Properties shall obtain 360-degree panoramic virtual tours with street-view technology through Google ("Google Business Photos").

Photographs and virtual tours displayed on bestwestern.com must be consistent with Google Business Photos displayed on Google Assets.

Industry-Wide Research and Benchmarking Studies

Approved June 2016 – Effective June 15, 2016, Best Western shall have the authority to provide Property reservation data (redacted such that it does not provide personally identifiable information or payment information (e.g., credit card information), to industry

advocacy organizations (e.g., the American Hotel & Lodging Association ("AH&LA") and the Hotel Association of Canada ("HAC")) such that they may gather and analyze relevant data for the purpose of lobbying on behalf of the hotel industry and providing benchmarking results to Best Western and its branded hotels.

Loading as Open Non-LRA Rate Plans without Participation Fees

Approved July 2014 – All rate plans that are non-last-room available ("non-LRA") and that do not require an up-front participation fee shall be loaded as open in each Property's property management system and in Best Western's reservations systems. Properties shall have the ability to open and close these rate plans as they deem appropriate consistent with Best Western's inventory management programs. When applicable, rates shall be loaded annually, and Properties shall be notified in advance of the loading activity so they can effectively manage their rates and inventory.

Performance-Based Advertising Initiative

Approved November 2012 – Effective February 1, 2013, or as soon afterwards as is practicable and upon reasonable notice to the Membership:

With regard to "Digital Opportunities" only, each Best Western Property shall pay a ten percent (10%) commission on each consumed stay. "Digital Opportunities" shall include: Google Hotel Price Ads, Paid Search (e.g., sponsored advertisements on search engines such as Google, Bing, Yahoo, etc.), TripAdvisor Check Rates, TripAdvisor Business Listings Program, and future digital marketing channels and opportunities. This commission shall only apply to commissionable rates booked directly through a Digital Opportunity.

Photographs and Virtual Tour Requirements

Approved June 29, 2011 – All Best Western Properties shall display and maintain professional-quality photographs of their Properties on bestwestern.com that are less than three (3) years of age such that they properly reflect the Property's condition and amenities being offered. Virtual tours displayed on bestwestern.com must be consistent with the photographs. The effective date shall be February 1, 2012.

Rate Levels System Enhancement

Approved June 29, 2011 – The Rate Level System Enhancement as set forth in the Ballot Proposal (as set out below), with an effective date of December 1, 2011, or as soon afterward as the technology implementation is achievable; and authorization for the Board of Directors to approve future improvements to rate levels.

1. All LYNX rate plans will be organized into Rate Levels. Each rate plan will be linked to one Rate Level and that Rate Level will determine whether the rate plan is available or not.
2. The first Rate Level will represent BAR. All standard LYNX rate plans with Last Room Availability ("LRA") will be linked to BAR. The

BAR Rate Level will have both individual room type and total room counters which can be adjusted by the Property. The BAR Rate Level will have the full range of status conditions currently supported for rate plans, which can be adjusted by the Property. Members may choose to link other rate plans with BAR at their discretion.

3. There will be 7 additional Rate Levels. Each Rate Level will have both individual room type and total room counters which can be adjusted by the Property. Each Rate Level will have the full range of status conditions currently supported for rate plans, which can be adjusted by the Property. The Member may use any number of Rate Levels beyond BAR up to 7 additional levels for a total of 8. The Member can name each Rate Level and determine which rate plans are linked to which Rate Level.
4. Once Rate Levels are implemented for a Property, the Property will no longer be able to manipulate availability for an individual rate plan in LYNX; rather, the Property will manipulate availability for a Rate Level.
5. Members will be able to change the Rate Level link for any rate plan except those LRA plans automatically linked to BAR.
6. Members will continue to manage blackout dates, for those LRA plans which permit blackout dates, as they do today.
7. The FX plan, and other minimum allocation plans, will be linked to BAR. However, Members will continue to manage minimum allocation as they do today.
8. The Property will continue to manage rates as they do today. The implementation of Rate Levels will not impact how rates for rate plans are managed. Both static rate plans and percentage-off plans can and will be linked by the Member to a Rate Level.
9. The Property will be provided an ability to view and adjust availability for Rate Levels through Member Web as part of the Rate Level implementation.
10. The Property will be provided an ability to view and adjust availability for Rate Levels through their Two-Way PMS on or after the date of implementation, as soon as is practicable, depending on the development and upgrade schedule for each PMS vendor. Rate Levels will not otherwise alter the functionality of the individual Two-Way PMS.
11. Members will be provided the ability to: name their Rate Levels; change Rate Level names; associate rate plans with Rate Levels; and change those associations. This may initially be provided manually through EDS but ultimately will be provided through Member Web or a similar electronic solution.

Rate Program - AAA/CAA and AARP Rates

Approved November 2022 - Effective January 1, 2023, or as soon thereafter as is practicable and upon reasonable notice to the Membership, each Property's AAA/CAA and AARP rates shall be at least 5% off RACK.

Rate Program – Low Rate, Guaranteed!

Approved December 21, 2011 – Effective February 1, 2012, or as soon afterward as is practicable, the “Low Rate, Guaranteed! Program” consumer guarantee shall be amended as follows:

The Best Western Low Rate, Guaranteed! Program guarantees that consumers will always find the lowest rate published on the internet on bestwestern.com. If a consumer finds a lower rate, excluding taxes and fees, on another distribution channel with the same criteria per the terms, conditions, and claim processing requirements of the Program as set forth in the Proposal (as amended from time to time by the Board of Directors), the Property shall match the lower rate at the Property's cost, and the consumer will be given a \$100 Best Western Travel Card.

In each fiscal year, the offending Property will be charged for the Best Western Travel Cards issued in conjunction with the Low Rate Guarantee as follows:

1. Will not be charged for the first three Best Western Travel Cards.
2. Will be charged \$75 for each of the next five Best Western Travel Cards.
3. Will be charged \$100 for all subsequent Best Western Travel Cards.

Properties that participate in Best Western's Property Revenue Management Program are exempt from financial responsibility for Best Western Travel Cards issued under this Program.

The Board of Directors may terminate the Program at any time without prior notice in its sole discretion.

Rate Program – Mandatory BBN Corporate Rate

Approved August 2007 – To approve the requirement that under the Best Western Best Available Rate (BAR) strategy with the objective to increase corporate business, the Best Business Net (BBN) rate be established as a non-commissionable mandatory participation rate, with last room availability and limited black-out dates (15 nights annually), equal to 90% of the Best Business Worldwide (BBW) rate under the BAR strategy.

Rate Program – Mandatory Dynamic Net Tour Rate

Approved August 2007 – To approve the requirement that under the Best Western Best Available Rate strategy (BAR) with the objective to increase leisure travel business, each Best Western Property shall participate in the Dynamic Net Tour rate program, and shall offer the Dynamic Net Tour rate as a leisure

non-commmissionable net tour operator rate equal to 90% of the Property's BBW rate under bar, without last room availability.

Rate Program – Net Rate Program Simplification

Approved July 2009 – To approve that the Best Western Net Rate Program be loaded into the reservation system in “open status” with a minimum discount of 20% off BAR (Best Available Rate). Hotels can, at any time, increase, decrease, or close out Net Rate Program room allocation.

Requests for Proposals

Approved November 2012 – Effective January 1, 2013, or as soon afterwards as is practicable and upon reasonable notice to the Membership:

Best Western Properties shall provide information and business rules to Best Western on an annual basis for purposes of Best Western responding to Requests for Proposals on behalf of Best Western Properties.

In the event a Best Western Property does not respond to a Request for Proposal by the due date noted on the solicitation, Best Western shall be authorized to respond to the Request for Proposal on behalf of the Best Western Property consistent with the information and business rules established by the Best Western Property on an annual basis.

In the event a Best Western Property does not provide information and business rules for responding to Requests for Proposals on an annual basis, Best Western shall respond to Requests for Proposals on behalf of the Property at a rate of twenty percent (20%) off of average Best Available Rate (“BAR”) by season.

Required Rapid Response Visits for Low Scoring Properties

Approved June 29, 2011 – Effective December 1, 2011, each Best Western Property that scores less than 840 points on two Guest Room Public Area (“GRPA”) assessments over a trailing 24-month period will be required to receive a Rapid Response visit. The Rapid Response visit will be conducted as soon as practicable following the second assessment that results in a GRPA score less than 840, and must be completed within 30 days after the GRPA assessment. The Property that receives the Rapid Response visit will pay a cost recovery fee for the visit, currently \$1,900, but which may be adjusted by the Board of Directors to account for actual costs. A Rapid Response visit under this program will restart the 24-month period.

Sales Champion Designation and Certification Training

Approved December 21, 2011 – All Best Western branded hotels shall designate an employee as its Sales Champion by February 29, 2012. The designated Sales Champion shall be an individual who is responsible for sales operations at the hotel

and shall be the contact person for Worldwide Sales. Sales Champions must successfully complete Sales Champion training within ninety (90) days of being designated and annually thereafter (prior to the one-year anniversary of the date of the certification). If at any time a Sales Champion terminates his or her employment with the hotel or is replaced for any reason, the hotel must designate a new Sales Champion within thirty (30) days of the event requiring a new designation. Sales Champion training and certification shall be at no cost to the Property.

Smith Travel Research

Approved February 9, 2011 – Effective April 1, 2011, all Best Western North American Properties shall participate in Smith Travel Research reporting, enabling them to optimize their revenue.

Approved February 9, 2011 – Effective April 1, 2011, or as soon afterword as is practically achievable, Best Western International, Inc. will program a computer system to electronically submit performance data to Smith Travel Research (“STR”) on behalf of STR-participating properties. The computer program will automatically aggregate property performance results from the Two-Way interface for the reporting period, and submit those results to STR. This system will eliminate the need for manual reporting at the property level.

Technology Assessment

Approved July 2015 – Effective August 1, 2015, each Best Western Property shall pay a technology assessment of four-tenths of one percent (0.4%) of Property Room Revenue. Effective January 1, 2018, each Best Western Property shall pay a technology assessment of five-tenths of one percent (0.5%) of Property Room Revenue.

TripAdvisor Reviews on bestwestern.com

Approved June 29, 2011 – Best Western International, Inc. may post TripAdvisor ratings and the five most recent reviews (with the ability to link to additional reviews) for all Properties on bestwestern.com as long as business terms of an agreement with TripAdvisor are agreeable to the Best Western International, Inc. Board of Directors. The effective date shall be February 1, 2012, or as soon afterward as is practicably achievable.

Two-Way Interface

Approved August 2006 – To approve the PMS to CRS Two-Way Interface Proposal requiring property management systems with a two-way interface that has been endorsed by Best Western International, Inc. at each North American Best Western Property by December 31, 2009, and the Data Rules of Use, Compliance Rules, and other provisions of the Proposal Explanation.

Data Rules of Use:

BWI shall use all specific Property and Members' guests' data obtained from the Property's PMS (“Data”) in accordance with the Data Rules of Use detailed below. These Data Rules of Use shall not limit

the use of any data (including Data) independently acquired by BWI or acquired from any other source.

Property Management System ("PMS") product used by the Property. The Board of Directors

1. BWI and Members shall be responsible to comply with all applicable laws regarding the collection, use, transfer, storage, and security of Data, including but not limited to all applicable data privacy laws and requirements.
2. BWI shall maintain and use all Data in accordance with its privacy policy, published at <http://www.bestwestern.com>, as amended from time to time by BWI, and applicable data privacy laws and requirements.
3. Data acquired through any PMS will not be used by the BWI membership development department for the purposes of new member acquisition development.
4. No Data will be used by BWI to perform Property-specific financial analysis for the purpose of a Member's fees or dues calculation, validation or verification.
5. Data will be stored in BWI's data center, located in Phoenix, Arizona, or a third party data facility as contracted for by BWI, and will be secured via information security processes, including but not limited to the use of firewalls, networks, servers, and database security mechanisms intended to best safeguard the Data. BWI shall be responsible to safeguard the Data regardless of where or by whom stored.
6. Property specific or guest specific Data will not be sold or rented to third parties, or transferred to Smith Travel Research, without the approval of the specific Member from whose Property the respective Data has been obtained. These restrictions shall not apply to aggregated Data.

Fees:

Until November 30, 2015:

Best Western will charge the Member Property an ongoing technical support fee to recover the cost of providing ongoing, support to Two-Way PMS vendors and Members. This ongoing support includes:

- necessary re-certification of vendors when software changes are made;
- trouble-shooting vendor software in support of Member-reported-issues;
- coordinating with Members and vendors for software updates, fixes, and problem resolution;
- and proactively monitoring Member Property performance using the Two-Way interface.

The technical support fee will not exceed \$65 per month.

As of December 1, 2015:

The Two-Way Monthly Support Fee shall include a Hotel Support Fee and a Certification Fee.

1. *Hotel Support Fee*. Effective December 1, 2015, the monthly Hotel Support Fee shall be thirty-eight dollars (\$38) regardless of the

shall have the authority to increase the Hotel Support Fee once each fiscal year, with no such annual increase exceeding the greater of (a) two percent (2%) of the prior year's Hotel Support Fee, or (b) the rate of inflation for the previous year as measured by the United States Bureau of Labor Statistics Consumer Price Index (all items for all urban areas).

2. **Certification Fee.** The Certification Fee shall be calculated as the annual total cost for ongoing certification, divided by the number of endorsed PMS products, distributed evenly among the Properties that make up the install base for each PMS product as of April 1 and October 1 for the following 6-month billing period. The lowest Certification Fee shall be one dollar (\$1) per month, regardless of the number of installations of each PMS product. The annual total cost for ongoing certification per PMS product shall be fifty-three thousand dollars (\$53,000). The Certification Fee shall be recalculated semiannually and billed in June and December, on a cost-recovery basis and shall be approved by the Board of Directors. The following chart details the manner in which the Certification Fee and the Hotel Support Fee shall be calculated:

PMS Install Base (Total Number of Properties)	Hotel Support Fee	Certification Fee *	Total Monthly Fee per Property
10	\$38	\$442	\$480
30	\$38	\$147	\$185
50	\$38	\$88	\$126
75	\$38	\$59	\$97
100	\$38	\$44	\$82
150	\$38	\$29	\$67
200	\$38	\$22	\$60
250	\$38	\$18	\$56
275	\$38	\$16	\$54
300	\$38	\$15	\$53
400	\$38	\$11	\$49
500	\$38	\$9	\$47
750	\$38	\$6	\$44
1,000	\$38	\$4	\$42
1,500	\$38	\$3	\$41
> or = 2,945	\$38	\$1	\$39

* Based on annual certification testing of \$53,000 per PMS product, per year.

Best Western will charge the Member Property a one-time installation fee to recover the Best Western resource costs necessary to effect the implementation of Two-Way. This one-time installation fee is \$1,500.

Compliance Rules:

- All Properties are required to install and maintain a Property Management System that is certified with the Best Western Two-Way Interface and endorsed by Best Western by December 31, 2009. Any Property not installing a PMS will be deemed not in compliance.
- Any non-complying Property will be restricted on the Best Western reservation system and required to comply within 90 days of restriction. Continued or reoccurring non-compliance of this requirement once the Property has been restricted for non-compliance will result in review by the Board for possible cancellation of the Best Western Membership.
- The December 31, 2009 compliance date in this Proposal applies to Members whose Best Western Membership was approved on or before May 31, 2005; unless the compliance date is changed due to their becoming a reaffiliated Member following a change of 50% or more in a Property's ownership where the Best Western Property does not qualify for an automatic transfer "reaffiliation," or due to a requirement of a conditional extension that has been granted as part of the hearing process or Board evaluation because of past due Membership conditions.

Best Western International, Inc. Descriptor Program

Approved April 2010 and Amended December 2011 -

The Descriptor Program is a marketing strategy that includes the use of different names to communicate to guests the types of hotel products and amenities to expect at Best Western Properties (the "Descriptor Program"). Having been approved by the Membership, Best Western Properties will qualify for, be assigned and use one of three descriptors: "Best Western", "Best Western Plus" or "Best Western Premier." Each descriptor has Member approved Design Guidelines and Brand Standards. The Descriptor Program will have no effect on membership fees, dues or Best Western's one class of voting membership.

As approved, the Descriptor Program operates as follows:

1. Best Western Properties will use one of three descriptors: "Best Western", "Best Western Plus" or "Best Western Premier."
2. Best Western's current design requirements remain the fundamental requirements for all Properties. Design Guidelines for each descriptor are established as referenced in Exhibits A-1, A-2 and A-3 (the "Design Guidelines"). The Brand Standards for each descriptor are established as referenced in Exhibit B (the "Brand Standards").
3. Best Western Properties are required to meet the Descriptor Program's Design Guidelines by February 1, 2014, or earlier if required by a Property Improvement Plan ("PIP") deadline.
4. Best Western Plus Properties are required to meet the Descriptor Program's Design Guidelines within three years of activation on the reservation system as Best Western

Plus (e.g., if activated on February 1, 2011, the deadline is February 1, 2014), or earlier if required by a PIP deadline.

5. Best Western Premier properties shall comply with the Design Guidelines at all times.
6. AAA/CAA ratings no longer apply to the Descriptor Program (i.e., the assignment of descriptors).
7. Any Property may apply for the "Best Western Plus" or "Best Western Premier" descriptor at any time by requesting a design review and by meeting the requirements of the respective Design Guidelines and Brand Standards.
8. Every Best Western Property must maintain at least a AAA/CAA 2-Diamond rating. If a Property falls below a AAA/CAA 2-Diamond rating, or fails a AAA/CAA assessment, that Property must request a design review and complete any resulting PIP within six (6) months.
9. Properties that request a design review will be required to pay a cost-recovery fee for the design review, which is currently estimated to be \$1,900 and may increase in the future as costs rise. Such Properties will be assessed using the Design Guidelines for the requested descriptor. If the Property complies with the applicable Design Guidelines, the Property will be assigned the appropriate descriptor. Otherwise, the Property will receive a PIP. If the Property completes the PIP within one (1) year, as determined by a subsequent design review, the Property will be assigned the applicable descriptor.
10. Any Property may appeal a Descriptor Program PIP to the Best Western Board of Directors (the "Board"). A waiver may be granted only by an affirmative vote of five (5) Board Directors. An extension may be granted only by an affirmative vote of five (5) Board Directors, and for a period of no more than six (6) months; however, extensions up to two (2) years may be granted if the Property has and maintains a Medallia/ GSS Overall Satisfaction score in the top 25% of all Best Western branded hotels, based on a twelve (12) month rolling average (electronic surveys only).
11. A Property must comply with the applicable Brand Standards prior to representing itself to the public as a "Best Western Plus" or "Best Western Premier" Property.
12. Any Property receiving the "Best Western Plus" or "Best Western Premier" descriptor will use signs and collateral material within specified timeframes as referenced in Exhibit C.
13. A "Best Western Premier" descriptor will last for five (5) years. At least six (6) months prior to the end of the 5-year term, each "Best Western Premier" Property must request a design review and complete a PIP (if the design review results in a PIP) within six (6) months, to renew the descriptor for another 5-year term.
14. The Design Guidelines and Brand Standards are "Regulatory Documents" as that term is

defined in Best Western's Bylaws. Future changes to Design Guidelines and Brand Standards shall be presented to Members for approval through ballots in accordance with Section 500.21 of Best Western's Rules and Regulations.

Plus Brand Standards

Approved November 17, 2021 – Effective upon certification of the vote by the Designated Accountant, the following standards shall apply to Best Western Plus Properties:

Due by December 31, 2022
<u>24-hour specialty coffee machine in the Lobby/ Breakfast Area</u>
<u>In-room K-Cup or Keurig coffee maker</u>
<u>Water dispenser enabling guests to fill their water bottle in public area</u>
<u>Pillow top mattress or memory foam topper</u>
<u>Lobby music</u>
Due by December 31, 2023
<u>Pavers or stamped concrete under porte cochere</u>
<u>Power or USB outlet at every seat for community table (minimum 4)</u>
<u>5 pieces of cardio equipment (minimum 1 Peloton ^{Fn 2})</u>

~~Due by December 31, 2022~~
~~<u>24-hour specialty coffee machine in the Lobby/ Breakfast Area</u>~~
~~<u>In-room K-Cup or Keurig coffee maker</u>~~
~~<u>Water dispenser enabling guests to fill their water bottle in public area</u>~~
~~<u>Pillow top mattress or memory foam topper</u>~~
~~<u>Lobby music</u>~~
~~Due by December 31, 2023~~
~~<u>Pavers or stamped concrete under porte cochere</u>~~
~~<u>Power or USB outlet at every seat for community table (minimum 4)</u>~~
~~<u>5 pieces of cardio equipment (minimum 1 Peloton ^{Fn 2})</u>~~

Due by December 31, 2024
Minimum Television Size (Measured Diagonally)
Lobby and Breakfast Area: 50" Television(s)
Fitness Area: 50" Television(s)
Guestrooms: 50" Television(s) with Streaming/ Casting Capability ^{Fn 1}
Television Grade: All televisions shall be commercial grade
Due Based on Design Visit PIP
Outdoor pool enhanced landscaping and lighting
Sundry shop in lobby

Revenue Management Requirement

Effective January 1, 2022, and as soon as practical through implementation, all Best Western Plus hotels shall use the Best Western Property Revenue Management ("PRM") program and pay a cost-recovery fee as established by the Board of Directors (the "Board") (e.g., currently \$995 per month for a hotel with 120 rooms or less, and \$1,195 per month for a hotel with 121 to 200 rooms). PRM program waivers may be granted based upon business rules established by the Board.

Green Key Certification

Approved June 26, 2024 - Effective as soon as practical through implementation:

All Properties shall be Green Key certified by December 31, 2026, with Best Western paying the initial Green Key virtual audit fee (currently \$500) for audits that occur by December 31, 2026. For those Properties that are already Green Key certified, Best Western shall pay the virtual audit fee for the next audit. If a Property has achieved and maintains certification from another program recognized by the Global Sustainability Tourism Council, Best Western's Board of Directors shall consider a waiver.

Fitness room minimum 450 square feet
Guestroom desk or mobile work surface with upgraded desk
Guestroom mounted lighted mirror above vanity (36" - 48")
Signature backdrop

FN 1 Guest room televisions shall support streaming and popular applications (e.g., Netflix, Hulu, Amazon, Apple, Disney) via guest personal device (e.g., iPad) and the television.

FN 2 The requirement regarding the "Peloton" brand may be modified by the Board of Directors to a like product based on relevant factors (e.g., pricing, availability, technology, and adoption).

EXHIBIT J-3 TO FDD

2025 MEMBERSHIP FEES



|

45

New Membership Fees Effective December 1, 2023 (in U.S. Dollars)

All Fees, Dues, Charges and Assessments

- A. U.S. Membership: Billed and paid in U.S. dollars.
- B. Canadian Membership: Billed in Canadian dollars based on the monthly exchange rate and paid in Canadian or U.S. dollars.

Entrance Fee (One-time fee to accompany application)

Single brand:

- A. Affiliation Fee: Minimum \$45,000 (50 rooms or less), plus \$200 for each additional room up to a maximum of 1,000 rooms, plus
- B. Evaluation Fee: \$4,000.

Dual brands:

~~A. Affiliation Fee: Minimum \$90,000 (100 rooms or less), plus \$900 for each additional room, plus~~

~~B. Evaluation Fee: \$4,000.~~

Annual Dues

Annual Dues are nonrefundable and are charged for each fiscal year. For applications accepted during the year, Annual Dues are prorated from the date the property is activated on the Best Western reservation system.

Annual Dues are \$2,427.90.35 for 20 rooms plus: \$736.643 per room for 21 to 50 rooms; \$298.630 per room for 51 to 400 rooms; and \$2.986 per room for rooms over 401.

Monthly Fees

The Monthly Fee is a percentage of Property Room Revenue (PRR), as set forth in the Best Western Property owner's Membership Agreement. Monthly Fees based are billed one (1) month in arrears, payable by the 15th of each month.

Advertising Assessment

Effective December 1, 2023, the advertising assessment is \$156.7439 per room per month. The Board of Directors has the authority to increase the advertising assessment once each fiscal year, with no such annual increase exceeding the greater of (1) two percent (2%) of the prior year's assessment, or (2) the rate of inflation for the previous year as measured by the United States Bureau of Labor Statistics Consumer Price Index (all items for all urban areas).

Sales and Marketing Assessment

The sales and marketing assessment is six-tenths of one percent (0.6%) of PRR. This assessment is billed one month in arrears.

Technology Assessment

The technology assessment is five-tenths of one percent (0.5%) of PRR, billed one month in arrears.

Technology and Marketing Assessment

The technology and marketing assessment is one percent (1.0%) of PRR. This assessment is billed one month in arrears.

Cancellation or Termination

As further defined in Best Western Bylaws Article II, and as set forth in the applicable Membership Agreement, Members and Members with Conditions that resign or are cancelled/terminated shall pay to Best Western:

- A. For applications approved by the Board prior to January 1, 2018, (i) all fees, dues and charges for the remainder of the applicable term; and (ii) the cost of all goods and services provided by or ordered through Best Western for which payment has not yet been received. Additionally, an Extended-Length Member that received a Development Incentive shall pay to Best Western a prorata amount of the Development Incentive based upon the length of time remaining in the Extended-Length Term.
- B. For applications approved by the Board after January 1, 2018, (i) all fees, dues, and charges as detailed in the Membership Agreement; and (ii) the cost of all goods and services provided by or ordered through Best Western for which payment has not yet been received. Additionally, an Extended-Length Member that received a Development Incentive shall pay to Best Western a prorata amount of the Development Incentive based upon the length of time remaining in the Extended-Length Term.

A contingently-approved Applicant that withdraws its application or is cancelled/terminated shall pay to Best Western: (i) \$4,000 per room as described in the Applicant's Terms of Approval Letter, and (ii) the cost of all goods and services provided by or ordered through Best Western for which payment has not yet been received.

System-Wide Membership Fees

The following tables provide a brief explanation of various fees, charges and credits. Since these tables are not all-inclusive, please refer to Best Western's Regulatory Documents for any additional fees, dues, charges or assessments.

Distribution Services			
Type of Fee	Amount (in USD)	Due Date	
Global Distribution Systems ("GDS") Fee	\$7.90 per booking.	Due and payable monthly upon statement	Payable for reservations booked through GDS and GDS internet
Third-Party Internet Booking Fee	\$4.60 per booking.	Due and payable monthly upon statement receipt.	Payable for reservations booked through third-party internet booking sites via Onyx, HBSi, etc.
DerbySoft Booking Fee	\$2.00 per booking.	Due and payable monthly upon statement	Payable for reservations booked through DerbySoft.
Performance Based Marketing ("PBM")	10% of PRR for each reservation received from a digital	Due and payable monthly upon statement	Commission charge for reservations which result from
Member Web Booking Commissions	10% of PRR for reservations from North American (N.A.) hotels. 5% of PRR for reservations from international hotels.	Billed one month in arrears. Due and payable monthly upon statement receipt.	Commission charge for reservations the Property receives from N.A. Best Western hotels and/or international hotels.
	10% of PRR for reservations to N.A. hotels. 5% of PRR for reservations to international hotels.	Credited one month in arrears.	Commission credit for reservations the Property sends to N.A. Best Western hotels and/or international hotels.
Travel Agent Commissions	Varies by travel agent and agreement.	Case by case basis. Due and payable monthly	Payable as a pass-through commission charge for travel
Best Western Rewards® ("BWR®") Fee	5.5% of PRR (2.75% of PRR for Best Western Extended Stay brands), with a BWR cost per point issued of \$0.0055. For newly enrolled Online Travel Agent ("OTA") guests, the hotel will be charged a flat fee of \$2.75 for the 500 points issued to the	Billed one month in arrears. Due and payable monthly upon statement receipt.	Fee for BWR points or airline program miles issued by the Property to BWR members based on 10 points issued for each revenue dollar (5 points issued for each revenue dollar for Extended Stay brands).
BWR Enrollment Fee Rebate	For newly enrolled BWR members: 5.5% of PRR with valid email address, up to 5 nights stay, maximum \$500; 2.75% of PRR without valid email address, up to 5 nights stay, maximum \$500; \$2.75 for OTA guests with valid email address; \$1.38 for OTA guests without a valid email address. For Best Western Extended Stay brands, 2.75% of PRR for newly enrolled BWR members with valid email address, up to 5 nights stay, maximum \$500; 1.37% of PRR for newly enrolled BWR member without	Credited monthly.	Rebate of BWR fee imposed when a new BWR member is enrolled.

System-Wide Membership Fees

Distribution Services			
Type of Fee	Amount (in USD)	Due Date	
Free Night Vouchers	If the occupancy of the Property is: 90% or greater, a credit of 90% of the Property's Average Daily Rate ("ADR"); 70% or greater but less than 90%, a credit of 70% of the Property's ADR; Less than 70%, a credit of \$40 or 40% of the Property's ADR - whichever is greater.	Credited one month in arrears.	Credit for BWR free night voucher redeemed at the Property.
Pay with Points	The credit portion for BWR points redeemed if the occupancy is: 90% or greater, a credit equal to the number of points times \$0.005 times 90%. 70% or greater but less than 90%, a credit equal to the number of points times \$0.005 times 70%. Less than 70%, a credit equal to the number of points times \$0.005 times 40%. The cash paid (non-points) portion of Pay with Points is collected and retained by the Hotel from the BWR member guest.	Credited two months in arrears.	Credit for BWR points redeemed by BWR member for a Pay with Points stay.
Best Western ~~Travel~~ Gift Card	Amount of ~~travel~~ gift card redeemed less 10% commission.	Credited monthly.	Credit for ~~travel~~ gift cards redeemed at the Property.
	Amount of ~~travel~~ gift card sold or reloaded is charged; related 10% commission is credited.	Due and payable monthly upon statement receipt.	Charge for ~~travel~~ gift cards sold or reloaded at the Property. Related commission is credit to the Property.
Cooperative (Co-op) Membership Fee	Fee per room per month varies based on Co-op.	Due and payable monthly upon statement receipt.	Fee for regional Best Western Member Co-op marketing efforts. Subject to amendment by Coop members. Co-op fees are established by majority vote of the hotels that are in a Co-op (which is not a Best Western International entity). Co-op fees are billed monthly, and have a fixed fee component of approximately \$100 per month and a variable fee component calculated per hotel of approximately \$1.50 per guest room, with many Co-ops having a variable fee component cap of 150 rooms. If a hotel is currently a participant in a Co-op, please refer to the fees currently charged by a Co-op.

System-Wide Membership Fees

Distribution Services			
Type of Fee	Amount (in USD)	Due Date	
BestCheque	\$0.71 per commissionable transaction.	Due and payable monthly upon statement receipt.	Fee for administering the centralized travel agent commissions program.
BestCheque Consortia Marketing Program	\$3.00 per net room night reservation booked.	Due and payable monthly upon statement receipt.	Per booking fee for reservations received from Consortia partners.
Commission Junction	10% of PRR for each reservation associated with a banner ad.	Due and payable monthly upon statement receipt.	Commission charge for reservations which result from a banner ad placed on a publisher's network.
~~AAA/CAA Official Appointment Fee~~	~~Annual fee ranging from \$440 to \$1,492.~~	~~Due and payable upon statement receipt.~~	~~Annual fee for licensing rights to the AAA or CAA logo for use on promotional materials, websites and signage.~~
Central Bill Revenue	Central Bill reservation revenue credited monthly to your account.	Credited one month in arrears.	Credit for reservations revenue booked by tour operators and corporate accounts through the Central Bill program.
Hotel Managed Security Service ("HMSS")	One-time fee for installation of HMSS ranging from \$2,100 to \$3,500 and a monthly maintenance fee of \$130 per month upon installation of HMSS.	Due and payable monthly upon statement receipt.	One-time installation fee and monthly maintenance fee for HMSS, an internet based solution through a Best Western endorsed vendor for sending and receiving reservations. The HMSS provides hotels with secure communications to our data centers and increased security between hotels and approved Property Management System
BWI Two-Way Interface ~~Maintenance Fees~~	<u>Includes:</u> <u>One-time installation fee of \$1,500</u> <u>Support fee of \$38 per month</u> ~~One-time fee for installation of Two-Way System of \$1,500 and a monthly maintenance fee ranging from \$41 to \$65 per month depending on the~~	Due and payable monthly upon statement receipt.	~~One-time installation fee and monthly maintenance fee for technical support of~~ <u>Fees to install and maintain the Two-Way interface with BWI's reservation system.</u>
<u>Property Management System ("PMS") and Guest Management System ("GMS") Support Fee</u>	<u>\$3.97 per room per month for the AutoClerk Cloud PMS (includes \$1.45 per room per month for the GMS).</u> <u>For hotels with a PMS waiver, a \$1.45 per room per month fee for GMS support is required.</u>	<u>Due and payable monthly upon statement receipt.</u>	<u>A support fee for AutoClerk PMS which includes the GMS fee.</u> <u>Hotels with a PMS waiver are required to pay a GMS fee.</u> <u>The GMS is a web-based mobile concierge service that provides communications with a guest pre-arrival, during a stay and at checkout utilizing</u>
<u>Rate Shopping Service</u>	<u>Based on the hotel brand and location, a property is required to subscribe to one of the following packages:</u> <u>Tier 1 package: \$59 per month</u> <u>Tier 2 package: \$32 per month</u>	<u>Due and payable monthly upon statement receipt.</u>	<u>A competitive rate shopping service required to power the price optimization portion of BestRev, the BWI revenue management system.</u> <u>Tier 1: daily 120-day shops and a weekly 348-day shop</u> <u>Tier 2: daily 90-day shops and a bi-weekly 348-day shop</u>

System-Wide Membership Fees

<u>Distribution Services</u>			
<u>Type of Fee</u>	<u>Amount (in USD)</u>	<u>Due Date</u>	
<u>High-Speed Internet Access ("HSIA") Advocacy Program</u>	<u>\$2,100 one-time program participation fee.</u>	<u>Due and payable upon statement receipt.</u>	<u>Fee for hotels to participate in the Advocacy Program to improve HSIA guest satisfaction scores ("GSS") through system</u> <u>Required: If GSS scores are below the threshold.</u> <u>Optional: If GSS scores are above the threshold.</u>

System-Wide Membership Fees

Other Fees			
Type of Fee	Amount (in USD)	Due Date	
Tools For Success	\$ ~~289.59~~ ⁷⁶ per month.	Due and payable monthly upon statement receipt.	Fee for online and other education and training resources provided to the Property.
Online Housekeeping Supervisory Training	Cost recovery fee billed annually.	Due and payable upon statement receipt.	Fee for online housekeeping supervisory training and certification program.
Online Front Desk Training	Cost recovery fee billed annually.	Due and payable upon statement receipt.	Fee for online front desk training program.
On-Boarding Program- ~~Service and Support~~	<u>Hotels with Membership Agreements signed prior to January 1, 2024 receive training and on-boarding support plus participate in: Sales Training Program: \$~~154,000 fee~~, billed in ~~twelve~~ (12) equal monthly installments. <u>of \$333.33.</u></u> <u>On-Site Training: billed on a cost recovery basis currently at \$4,000, billed in twelve (12) equal monthly installments of \$333.33.</u> <u>Hotels with Membership Agreements signed after December 31, 2023: \$15,000, billed in twelve (12) equal monthly installments of \$1,250. This fee provides Revenue for Hire services for twelve (12) months, Property Sales Manager services for eight (8) months and other training and onboarding services and</u>	Due and payable monthly upon statement receipt.	Fees for ~~training and other on-boarding~~ ^{various On-Boarding support and} services ~~and support provided to new hotels.~~
Customer Care Non-Response Fee	\$75 per occurrence.	Billed one month in arrears. Due and payable monthly upon statement receipt.	Fee charged if a member does not acknowledge a billing or miscellaneous file with the guest within 2 business days.
Customer Care – Per Complaint Fee Above .17	\$50 per occurrence.	Billed one month in arrears. Due and payable monthly upon statement receipt.	Fee for complaints above the permitted guest complaint ratio of .17.
Customer Care/First Contact Resolution ("FCR")	1 – 100 Rooms First 4 Complaints: Free Complaints 5 – 10: \$100 Each Complaints 11+ : \$250 Each 101 – 200 Rooms First 5 Complaints: Free Complaints 6 – 10: \$100 Each Complaints 11+ : \$250 Each 201+ Rooms First 6 Complaints: Free Complaints 7 – 10: \$100 Each Complaints 11+ : \$250 Each	Due and payable monthly upon statement receipt.	Fee for Customer Care agent to respond to and resolve customer service and accommodation complaints on first contact.

System-Wide Membership Fees

Other Fees			
Type of Fee	Amount (in USD)	Due Date	
Annual Convention Meeting Attendance	Varies. Currently, \$ ~~885~~ <u>922</u> .	Annual fee. Due and payable upon statement receipt.	Charge for one Annual Convention registration per year, whether or not attended. It shall not increase annually more than the lesser of (1) five percent (5%) or (2) the rate of inflation for the previous year, as measured by the United States Bureau of Labor Statistics Consumer Price Index (all items
District/Regional Meeting Attendance	Varies. Currently, \$ ~~494~~ <u>515</u> per property.	Annual fee. Due and payable upon statement receipt.	Charge for one District/Regional Meeting registration per year, whether or not attended. It shall not increase annually more than the lesser of (1) five percent (5%) or (2) the rate of inflation for the previous year, as measured by the United States Bureau of Labor Statistics Consumer Price Index
Member Marketing Area (" <u>MMA</u> ") Assessment	\$150 annual fee per hotel.	Annual fee. Due and payable upon statement receipt.	Annual fee to cover costs of the MMA program.
Rate Parity	Hotels which repeatedly violate rate parity are subject to administrative fees which range from none (i.e., written notification) to \$4,000 per violation depending on the number of violations annually.	Due and payable upon statement receipt.	Administrative fee charged to hotels for rate parity violations.

System-Wide Membership Fees

Optional Programs			
Type of Fee	Amount (in USD)	Due Date	
Revenue for Hire ("RFH") Program	Per month fee based on size of the hotel: \$~~995~~1,055 for 1-120 rooms \$1,~~495~~270 for 121-200 rooms	Due and payable monthly upon statement receipt.	Fee charged to hotels that participate in the optional RFH Program.
Essential Revenue Management Program	Per month fee of \$ ~~695~~ 613	Due and payable monthly upon statement receipt.	Optional program fee for hotels under 70 rooms. Fee charged to hotels that participate in the Essential Revenue Management
Revenue Services Property Visits	Pricing varies by program services.	Due and payable upon statement receipt.	Fee charged to hotels that participate in the optional Revenue Services Property Visit
Reservation Transfer Service (RTS) Program	Participating hotel: 3% commission per reservation booked with a cap of three (3) nights of a single stay/reservation. Non-participating hotel:	Due and payable monthly upon statement receipt.	Optional program fee to have calls transferred from your hotel to Central Reservations. Hotels not participating are subject to a fee per call transferred.
BWH MediaMax	Cost recovery of media services costs and 10% commission on net consumed revenue through the MediaMax program.	Due and payable monthly upon statement receipt.	Hotel-managed marketing platform that empowers property level marketing managers to drive additional online visibility and room night production
Runtriz-Fee	~~\$400 per month with the option to be billed monthly, semi-annually, or annually.~~	~~Due and payable upon statement receipt.~~	~~A web-based mobile-concierge service that provides communications with a guest pre-arrival, during stay and at checkout utilizing messaging, email and SMS Text.~~
Property Sales Management (PSM) Program	Per month fee of \$2,300 per hotel (\$2,100 with multi-property discount)	Due and payable upon statement receipt.	Fee charged to hotels that participate in the PSM program.

EXHIBIT K TO FDD

AUTOCLERK CLOUD PMS SOFTWARE AS A SERVICE AGREEMENT



AutoClerk® Software as a Service Agreement

This Software as a Service Agreement (this “Agreement”) governs your use of the Service (defined below). By accepting this Agreement, either by clicking the “Accept Terms of Use” or by executing a purchase order that references this Agreement, you agree to the terms and conditions of this Agreement. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind that entity and its Affiliates (as defined below) to these terms and conditions, in which case the term “Customer” shall refer to that entity and its Affiliates. If you do not have the authority, or if you do not agree with these terms and conditions, you must not accept this Agreement and you may not use the Service. This Agreement was last updated on October 1, 2019. This Agreement is effective between Customer and AutoClerk, Inc. (“AutoClerk”) as of the date that Customer accepts this Agreement (the “Effective Date”).

1. Definitions.

“Action” means any claim, suit, or proceeding.

“Affiliate” means a legal entity controlling, controlled by, or under common control with a party.

“AutoClerk Systems” means the information technology infrastructure used by or on behalf of AutoClerk in performing the Service, including all computers, software, hardware, databases, electronic systems.

“Customer Content” data and other content, in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly from Customer by or through the Service.

“Customer Systems” means Customer’s information technology infrastructure, including computers, software, hardware, databases, and networks, including those provide by a third party for Customer.

“Documentation” means manuals, documents, specifications, and other instruments AutoClerk provides to Customer in connection with the Service.

“Intellectual Property Rights” means common law, statutory and other intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

“Law” means any local, state, national, tribal, and/or foreign law, treaties, and/or regulations.

“Loss” means losses, damages, liabilities, claims, actions, judgments, settlements, awards, penalties, fines, costs and expenses, including reasonable attorneys’ fees.

“Person” means an individual, corporation, partnership, organization, association, government authority, or other entity.

“Service” means the AutoClerk SaaS application known as AutoClerk myHMS Property Management System, including software applications, Documentation, and all Updates.

“Territory” means the United States and Canada.

“Updates” means updates, upgrades, releases, improvements, changes, new versions, and other modifications to the Service.

2. Use of the Service; Restrictions and Obligations.

2.1 Authorized Use.

(a) Subject to the terms and conditions of this Agreement, AutoClerk authorizes Customer to access and use, solely in the Territory and during the Term (defined below), the Service in accordance with this Agreement and the Documentation. This authorization is non-exclusive and non-transferable.

(b) AutoClerk shall use commercially reasonable efforts to provide to Customer the Service twenty-four (24) hours per day, seven (7) days per week, except for: (i) scheduled downtime; (ii) downtime or degradation due to a Force Majeure Event (defined below); (iii) Customer’s acts or omissions or use of the Service that does not comply with this Agreement and the Documentation; (iv) failure, interruption, outage or other problem with any software, system, network, facility or other matter not supplied by AutoClerk, including Customer Systems and Internet connectivity; (v) disabling, suspension, or termination of the Service in accordance with this Agreement; or (vi) any other circumstances beyond AutoClerk’s reasonable control.

2.2 The Service and System Control.

(a) Except as otherwise expressly provided in this Agreement, AutoClerk has and will retain sole control over (i) the operation, provision, maintenance and management of the Service, including, AutoClerk Systems; (ii) the selection, deployment, modification and replacement of the Service; (iii) and the performance of Updates.

(b) Except as otherwise expressly provided in this Agreement, Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the Service.

2.3 Changes, Suspension or Termination of the Service. AutoClerk reserves the right, in its sole discretion, to make any Updates to the Service that it deems necessary or useful, including to maintain or enhance the Service, the competitive strength of the Service, the Service’s cost or performance, or to comply with applicable Law.

2.4 Suspension or Termination of the Service. AutoClerk may, directly or indirectly, and by use of any disabling device or any other lawful means, suspend, terminate or otherwise deny Customer’s or any other Person’s access to or use of all or any part of the Service, without incurring any obligation or liability, if: (i) AutoClerk receives a judicial or other governmental demand or order, subpoena or law enforcement request that requires AutoClerk to do so; or (ii) AutoClerk believes, in its sole discretion, that: (a) Customer has failed to comply with this Agreement or the Documentation; (b) Customer is, has been, or is likely to be involved in any unlawful activities; or (c) this Agreement expires or is terminated. This Section does not limit AutoClerk’s other rights or remedies, whether at law, in equity, or under this Agreement.

2.5 Reservation of Rights; Restrictions.

(a) Nothing in this Agreement grants any right, title, or interest in or to the Service (including any license) or any Intellectual Property Rights related to the Service, whether expressly, by estoppel or otherwise. All right, title, and interest in and to the Services (including all Intellectual Property Rights) are and will remain with AutoClerk and the respective rights holders.

(b) Customer shall not and shall not assist or permit any other Person to: (i) copy, modify, translate, enhance, prepare derivative works, or improvements of the Service; (ii) rent, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Service to any Person; (iii) reverse engineer, disassemble, decompile, decode or adapt the Service, or otherwise attempt to derive or gain access to the source code of the Service; (iv) breach any security device of the Service; (v) input, upload, transmit or provide to or through the Service any information or materials that are unlawful or injurious; (vi) damage, destroy, disable, impair or otherwise impede in any manner the Service or AutoClerk's provision of services to any Person; (vii) remove, or change any terms of the Service, including warranties, disclaimers, or Intellectual Property Rights notices; (viii) use the Service in any manner or for any purpose that infringes, misappropriates or violates any Intellectual Property Rights or other right of any Person, or that violates any applicable Law; (ix) use the Service for purposes of developing, using or providing a competing service or any other purpose to AutoClerk's detriment or commercial disadvantage; or (x) use the Service except as expressly permitted by this Agreement.

2.6 Service Level and Support.

(a) Customer acknowledges that (i) it is not possible for AutoClerk to guarantee that the Service will be available or will function properly at all times and (ii) from time to time the Service will not be available because of the need to conduct routine or non-routine Updates. AutoClerk will use reasonable efforts to ensure that, when possible, downtime will be scheduled with Customer in advance. AutoClerk will use commercially reasonable efforts to make the Service available 99.0% of the time, subject to the exceptions listed in this Agreement, including Section 2.1.

(b) AutoClerk will provide telephone support twenty-four (24) hours per day, seven (7) days per week. Generally, Customer will receive an initial response within thirty (30) minutes during hours between 9:00 a.m. and 5:00 p.m. PT Monday through Friday and within two (2) hours at all other times. AutoClerk will use reasonable efforts to solve all issues promptly. However, Customer acknowledges and agrees that (i) at certain times, for reasons that may be outside AutoClerk's control, demand for customer support may exceed availability and (ii) particularly complex issues may require a higher degree of support from that which can be provided by the first response and therefore may take longer to provide.

2.7 Data Backup. Customer Content uploaded to the Service by Customer will be backed-up daily. Content that is backed-up will be stored until the next daily backup. The Service does not replace the need for Customer to maintain regular data backups or redundant data archives.

2.8 Security. In connection with the use of the Service, Customer will be provided with passwords that will permit persons authorized by Customer to access Content and to use the Service. Customer is solely responsible for implementing appropriate security measures regarding authorized use of all passwords.

AutoClerk has partnered with Shift4 Corporation ("Shift4") and other third Party Processing Entities ("PPE") to ensure the Service's data center does not store, process or transmit Sensitive Credit Card Information. Sensitive Credit Card Information includes the Card Number or PAN, Card Swipe information and Security code such as the CVV. To use this Service, Customer must at minimum contract with Shift4 (or PPE) to obtain a Shift4 Account (or PPE Account) to allow Customer to use Shift4 (or PPE) security services. A Shift4 Account for only tokenization purposes can be obtained by Customer directly from Shift4 or through the AutoClerk Account. Customer may optionally extend the contract with Shift4 (or PPE) to provide gateway

services to enable the Service to be integrated with Customer's preferred Merchant Processor in North America. Shift4 (or PPE) will charge Customer for these extended services. Customer understands that in order for the Service to be secure Customer must ensure that Sensitive Credit Card Information is only entered in data entry screens that have been designed to hold this information. If Customer opts to use the Service's Central Reservation System ("CRS") interface, then Customer agrees to have Customer's CRS to deliver all CRS reservations to the Shift4 4Res™ proxy gateway (or PPE proxy gateway) for the purpose of performing True Tokenization® (or PPE tokenization) of all Sensitive Credit Card Information before the reservation is delivered to the Service's data center. Entering Card Holder Information in ways other than documented within the Service or Shift4 User information or PPE User information is a violation of Payment Card Industry Data Security Standards, PCI DSS, and Customer would be responsible for all penalties.

2.9 Additional Customer Obligations.

(a) Customer is solely responsible for: (i) all Customer Content, including its content and use; (ii) all information, instructions and materials provided by or on behalf of Customer in connection with the Service; (iii) Customer's Systems, including Internet access to ensure effective connectivity; (iv) the security and use of Customer's access credentials; and (v) all access to and use of the Service directly or indirectly by or through the Customer Systems, with or without Customer's knowledge or consent.

(b) Customer is solely responsible for providing current and accurate information regarding Customer's cancellation policies, minimum stay requirements, rates, availability, amenities, location, or any other information that may reflect the current positioning of Customer's properties through the use of the Service.

3. Intellectual Property Rights.

3.1 The Service. All right, title, and interest in and to the Service, including all Intellectual Property Rights therein, are and will remain with AutoClerk and the respective rights holders. Customer has no right, license, or authorization with respect to the Service except as expressly set forth in this Agreement. All other rights in and to the Service are expressly reserved by AutoClerk and the respective rights holders.

3.2 Customer Content. As between Customer and AutoClerk, Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Customer Content, including all Intellectual Property Rights related thereto.

3.3 Consent to Use Customer Content. Customer hereby irrevocably grants all rights and permissions in or related to Customer Content to AutoClerk and its subcontractors as are necessary or useful to perform the Service and as necessary or useful to enforce this Agreement and to exercise AutoClerk's rights and perform its obligations.

4. Indemnification; Limitation of Liability.

4.1 AutoClerk's Indemnification. AutoClerk shall indemnify, defend and hold harmless Customer from and against Losses incurred by Customer arising out of or related to an Action by a third party that Customer's use of the Service in accordance with this Agreement infringes any U.S. Intellectual Property Right.

The foregoing obligation does not apply to the extent that an Action or Loss arises from or is related to: (i) access to or use of the Service in combination with any hardware, system, network, or other service not provided or authorized by AutoClerk, including Customer Content or any third party materials; (ii) modification of the Service other than by AutoClerk or with AutoClerk's express written authorization; (iii) failure to timely implement Updates provided by AutoClerk; (vi) use of the Service after AutoClerk's notice to Customer about

alleged or actual infringement, misappropriation or other violation of a Person's rights; (v) use of the Service by or on behalf of Customer that is outside the purpose or scope authorized by this Agreement; (vi) events or circumstances outside of AutoClerk's commercially reasonable control; or (vii) Actions or Losses for which Customer is obligated to indemnify AutoClerk pursuant to this Agreement.

4.2 Customer's Indemnification. Customer shall indemnify, defend and hold harmless AutoClerk and its Affiliates, and each of its and their respective officers, members, directors, employees, agents, subcontractors, successors and assigns (each, including AutoClerk, an "AutoClerk Indemnitee") from and against any and all Losses incurred by the AutoClerk Indemnitees in connection with any Action by a third party arising out of or related to: (i) Customer Content; (ii) use of the Service by or on behalf of Customer with any hardware, software, system, or service that is neither provided by AutoClerk nor authorized by AutoClerk; (iii) a breach by or on behalf of Customer of any representation, warranty, covenant or obligation under this Agreement; (iv) any gross negligence, misuse or act or omission by or on behalf of Customer with respect to the Service or in connection with this Agreement; or (v) use of the Service by or on behalf of Customer that is outside the use authorized by this Agreement.

4.3 Indemnification Procedure. Each party shall promptly notify the other party in writing of any Action for which that party believes it is entitled to be indemnified. The party seeking indemnification (the "Indemnitee") shall cooperate with the other party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of the Action and shall employ counsel of its choice at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 4 will not relieve the Indemnitor of its obligations except to the extent that the Indemnitor can demonstrate that it has been prejudiced as a result of that failure. The Indemnitee may participate in the proceedings at its own cost and expense with counsel of its own choosing.

4.4 Mitigation. If the Service, or any part of the Service, is, or in AutoClerk's opinion is likely to infringe, misappropriate or otherwise violate any third party's Intellectual Property Rights, or if Customer's use of the Service is enjoined or threatened to be enjoined, AutoClerk may, at its option: (i) obtain the right for Customer to continue to use the Service as contemplated by this Agreement; (ii) modify or replace the Service; or (iii) terminate this Agreement, in its entirety or with respect to the affected feature of the Service, effective immediately on written notice to Customer. In the event this Agreement is terminated pursuant to the foregoing, Customer shall cease all use of the Service, and AutoClerk shall refund to Customer, a pro rata share of any Fees prepaid by Customer for the remaining portion of the Term.

4.5 Sole Remedy. SECTION 4 SETS FORTH CUSTOMER'S SOLE REMEDIES AND AUTOCLERK'S AND ITS AFFILIATES' SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED ACTIONS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING THE SERVICE) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY PARTY.

4.6 LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 4, IN NO EVENT WILL THE AGGREGATE LIABILITY OF AUTOCLERK AND ITS AFFILIATES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE AMOUNTS PAID TO AUTOCLERK UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE ACTION. THE FOREGOING LIMITATIONS APPLY EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO EACH PARTY'S INDEMNIFICATION OBLIGATION, BREACH OF CONFIDENTIALITY, FRAUD, OR WILLFUL MISCONDUCT.

5. Disclaimer of Warranties.

AUTOCLERK MAKES NO REPRESENTATION OR WARRANTY TO CUSTOMER WITH RESPECT TO THE SERVICE EXCEPT AS EXPRESSLY STATED HEREIN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AUTOCLERK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. AUTOCLERK DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, AUTOCLERK MAKES NO WARRANTY OF ANY KIND THAT THE SERVICE, ANY OTHER GOODS, SERVICES WILL MEET CUSTOMER'S OR OTHER THIRD PARTY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, BE COMPATIBLE WITH ANY OTHER GOODS, SERVICES, OR TECHNOLOGY, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. AUTOCLERK AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS OF DATA, INTERRUPTION OR LOSS OF BUSINESS CAUSED BY OR RESULTING FROM THE USE OF THE SERVICE. AUTOCLERK AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY ACTUAL OR ALLEGED SECURITY BREACHES INTO CUSTOMER'S COMPUTER SYSTEMS OR NETWORKS, OR FROM ANY RESULTING ACTIONS TAKEN AGAINST CUSTOMER.

AUTOCLERK DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE WEBSITE FROM WHICH THE SERVICE IS PROVIDED OR OTHER PORTIONS OF THE INTERNET. THAT FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS CAUSED BY THESE THIRD PARTIES CAN PRODUCE SITUATIONS IN WHICH AUTOCLERK'S OR CUSTOMER'S CONNECTIONS THROUGH THE INTERNET (OR PORTIONS THEREOF) MAY BE IMPAIRED OR DISRUPTED. AUTOCLERK CANNOT GUARANTEE THAT THESE EVENTS WILL NOT OCCUR. ACCORDINGLY, AUTOCLERK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THOSE EVENTS.

6. Term and Termination.

6.1 Term. This Agreement shall have an initial term of one (1) year ("Initial Term"), and will automatically renew for additional one (1) year terms unless terminated earlier pursuant to this Agreement or either party gives the other party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term").

6.2 Termination for Cause. This Agreement may be terminated:

(a) by AutoClerk, effective on written notice to Customer, if Customer fails to pay any amount due under this Agreement, and that failure continues for more than thirty (30) days after AutoClerk's delivery of the written notice;

(b) by either Party, upon thirty (30) days prior written notice to the other Party if the other Party breaches this Agreement and the breach remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of that breach;

(c) by either party, effective immediately, if the other party: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay its debts; (iii) becomes the subject of any voluntary or involuntary bankruptcy proceeding under any domestic or foreign bankruptcy or insolvency Law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property.

6.3 Early Termination. If, for any reason other than material breach of this Agreement by AutoClerk, Customer requests termination or terminates this Agreement prior to completion of the current Term, and provided that AutoClerk agrees to the early termination of this Agreement, the following early termination fee shall be paid by Customer to AutoClerk prior to AutoClerk releasing Customer from its obligations under this Agreement: Average monthly subscription fee paid by Customer to AutoClerk from the Effective Date multiplied by the number of months remaining in the Term. Regardless of the number of months remaining in the Term, the early termination fee paid to AutoClerk by the Customer shall be a minimum of six (6) months average fee.

6.4 Effect of Termination. Except as otherwise set forth in this Agreement, on the expiration or early termination of this Agreement: (i) all rights, licenses and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of the Service; (ii) within thirty (30) days, Customer shall deliver to AutoClerk, or at AutoClerk's written request, destroy, and permanently delete from all devices and systems the Service and AutoClerk's Confidential Information; (iii) certify to AutoClerk in writing that it has complied with the requirements of this Section 6.4; and (iv) Customer shall pay, within thirty (30) days, all amounts payable by Customer under this Agreement. Except as otherwise required by applicable Law, upon termination for any reason, all Customer Content will be immediately and irrevocably deleted from the Service.

7. Fees; Payment Terms.

7.1 Fees. Customer shall pay AutoClerk the fees, including any reimbursable expenses, set forth in **Exhibit A** ("Fees") in accordance with this Section 7.

7.2 Fee Increases. AutoClerk may increase the Fees upon thirty (30) days written notice to Customer. The increased Fees shall become effective on the date specified in the notice unless Customer terminates this Agreement by providing written notice to AutoClerk on or before the date on which the increased Fees would otherwise go into effect.

7.3 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Customer is responsible for all sales, service, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than taxes imposed on AutoClerk's income.

7.4 Payment. Fees are payable to AutoClerk by credit card payment or Automated Clearing House (ACH) transfer within thirty (30) days of the invoice date. All Fees are payable in U.S. funds to AutoClerk's corporate address at: 1981 North Broadway, Suite 430, Walnut Creek, California 94596 or such other address as AutoClerk provides to Customer from time to time.

All amounts over thirty (30) days past due shall bear interest from the date due at 1.5% of the outstanding balance or a \$50.00 late fee (whichever is greater) billed monthly. If the invoice is over sixty (60) days past due, Customer's use of the Service will be suspended and subject to a \$500.00 reinstatement fee and potential termination. Customer shall be responsible for all fees and Losses AutoClerk incurs in the collecting of past due amounts including attorneys' fees, expenses and court costs.

7.5 Refunds. Except as set forth in this Agreement, no refunds of any amounts will be paid to Customer in the event of termination of this Agreement.

8. Confidentiality.

8.1 Confidential Information. “Confidential Information” means all confidential, proprietary, and trade secret information of the disclosing party, in tangible or intangible form, disclosed to the receiving party. Confidential Information includes: (i) information designated by the disclosing party as confidential; (ii) information that contains, or that relates to, the disclosing party’s plans, pricing, methods, methodologies, processes, financial data, lists, Intellectual Property Rights, customer information, programs, research, development, and information technology; and (iii) the terms and conditions of this Agreement.

The Parties agree that Confidential Information provided by the disclosing party is and will remain the property of the disclosing party and that nothing contained in this Agreement is to be construed to be a grant of, or as an intention or commitment to grant to the receiving party, any right, title or interest of any nature in or to the Confidential Information or any property derived therefrom. The Parties further agree that all rights and title in and to the Confidential Information will remain at all times in the disclosing party.

8.2 Obligations of the Receiving Party. The receiving party agrees (i) it will hold in strict confidence all Confidential Information received from the disclosing party; (ii) it will use the Confidential Information only as authorized by the disclosing party; and (iii) it will not make any use of the Confidential Information for its own benefit at any time, and will not knowingly permit or facilitate such use by any other Person, without the prior written consent of the disclosing party.

Notwithstanding the foregoing, the receiving party may disclose Confidential Information without the disclosing party’s prior written consent to any of its officers, employees, or representatives (collectively, the “Representatives”), but only to those Representatives that (i) have a “need to know” in order to carry out the purposes of this Agreement or to provide professional advice in connection with this Agreement, (ii) are legally bound to the receiving party to protect information such as the Confidential Information under terms at least as restrictive as those provided herein, and (iii) have been informed by the receiving party of the confidential nature of the Confidential Information and the requirements regarding restrictions on disclosure and use as set forth in this Section. The receiving party shall be liable to the disclosing party for the acts or omissions of any Representatives to which it discloses Confidential Information which, if done by the receiving party, would be a breach of this Agreement.

8.3 Exceptions to the Obligation of Confidentiality. The receiving party will not be liable for the disclosure of any Confidential Information which is: (i) generally made available publicly or to third parties by the disclosing party without restriction on disclosure; (ii) rightfully received from a third party without any obligation of confidentiality; (iii) rightfully known to the receiving party without any limitation on disclosure prior to its receipt from the disclosing party; (iv) independently developed by employees of the receiving party without reference to the Confidential Information of the disclosing party, which can be demonstrated by written record; or (v) required to be disclosed in accordance with applicable Laws, court, judicial, or other government order; provided, however, that the receiving party shall give the disclosing party reasonable notice prior to such disclosure (to the extent that it is legally permitted to do so) and shall comply with any applicable protective order.

9. Additional Provisions.

9.1 Attorneys’ Fees. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees in addition to any relief to which that party may be entitled.

9.2 Governing Law; Venue. This Agreement shall be deemed to have been made in, and shall be

construed pursuant to, the laws of the State of Arizona. Customer expressly agrees to submit to the venue and jurisdiction of the Federal and State courts located in Maricopa County, Arizona.

9.3 Assignment. Customer may not assign or delegate any or all of its rights, obligations and duties under this Agreement without the prior written consent of AutoClerk, which may be withheld in AutoClerk's sole discretion. This Agreement will bind and inure to the benefit of a party's permitted successors and assigns.

9.4 Force Majeure. In the event either party is delayed or prevented from performing this Agreement (except for payment obligations) due to any cause beyond its reasonable control and without its fault or negligence, including but not limited to, strike, labor or civil unrest or dispute, embargo, work stoppage, delay, protest, acts of God or acts of terrorism, such delay shall be excused during the continuance of such delay, and the period of performance shall be extended to such extent as may be reasonable to perform after the cause of delay has been removed. In the event any such delay continues for a period of more than thirty (30) days, either party may terminate the Agreement under which performance is delayed upon written notice to the other party.

9.5 Survival. All provisions of this Agreement, including without limitation confidentiality, indemnification, limitation of liability, and intellectual property, which by their nature reasonably should survive termination or expiration of this Agreement shall be deemed to so survive.

9.6 Severability. The invalidity or unenforceability of any particular provision or condition of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

9.7 Independent Contractors. The parties agree that each shall perform its respective obligations under this Agreement as independent contractors and nothing herein shall be construed as creating any partnership, joint venture, employment, franchise or agency relationship between the parties. Nothing in this Agreement will constitute a party as a legal representative or agent of the other party, nor will a party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other party or its related entities.

9.8 Waiver. No delay or failure of either party in exercising any right and no partial or single exercise of any right shall be deemed to constitute a waiver of that right or any other rights under this Agreement.

9.9 Notices. Any notice, request, demand, or other communication required or permitted under this Agreement will be given in writing, with all communication charges prepaid, to the party being notified. All communications will be deemed given only upon receipt. A party may change its address only by notifying the other party in writing in accordance with this notice provision, in which case this Agreement will be deemed to have been modified for that purpose.

9.10 Entire Agreement. This Agreement, including all exhibits attached hereto, is the complete and exclusive statement of the mutual understanding of the parties and it supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

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 Date
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT L TO FDD

RECEIPTS

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Best Western International, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Best Western International, Inc. 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 A.

The franchisor is Best Western International, Inc., located at 6201 N. 24th Parkway, Phoenix, Arizona 85016. Its telephone number is (602) 957-4200.

Issuance date: ~~March 11~~February 28, 2024~~5~~.

The franchise seller(s) for this offering is or are:

- ☐ Brad LeBlanc, 6201 N. 24th Parkway, Phoenix, AZ 85016, (443) 624-5590;
- ☐ Thomas Giuliano, 6201 N. 24th Parkway, Phoenix, AZ 85016, (443) 624-5590;
- ☒ ~~Joshua Miehle, 6201 N. 24th Parkway, Phoenix, AZ 85016, (443) 624-5590;~~
- ☒ ~~Jesse Heydorff, 6201 N. 24th Parkway, Phoenix, AZ 85016, (443) 624-5590;~~ and/or
- ☐ _____.

Best Western International, Inc. authorizes the respective state agencies identified on Exhibit B to receive service of process for it in the particular state.

I have received a disclosure document dated ~~March 11~~February 28, 2024~~5~~ that included the following Exhibits:

Exhibit A	List of State Administrators	Exhibit G	Lists of Current and Former Members
Exhibit B	List of State Agents for Service of Process	Exhibit H	State Addenda to Disclosure Document
Exhibit C	Membership Agreement	Exhibit I	Application for Membership
Exhibit D	State Addenda to Membership Agreement	Exhibit J-1	Bylaws and Articles
Exhibit E	Financial Statements	Exhibit J-2	2024 ~~5~~ Rules and Regulations
Exhibit F-1	North America Quality Assurance Manual Table of Contents	Exhibit J-3	2024 ~~5~~ Membership Fees
Exhibit F-2	Rules & Regulations Table of Contents	Exhibit K- ~~1~~	AutoClerk Cloud PMS Software as a Service Agreement
		~~Exhibit K-2~~	~~AutoClerk PMS End User License Agreement~~
		Exhibit L	Receipts

Date

(Sign, Date and Return to us, the franchisor)

Prospective Franchisee

Authorized Signature

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Best Western International, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Best Western International, Inc. 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 A.

The franchisor is Best Western International, Inc., located at 6201 N. 24th Parkway, Phoenix, Arizona 85016. Its telephone number is (602) 957-4200.

Issuance date: ~~March 11~~February 28, 20245.

The franchise seller(s) for this offering is or are:

- ☐ Brad LeBlanc, 6201 N. 24th Parkway, Phoenix, AZ 85016, (443) 624-5590;
- ☐ Thomas Giuliano, 6201 N. 24th Parkway, Phoenix, AZ 85016, (443) 624-5590;
- ☒ ~~Joshua Miehle, 6201 N. 24th Parkway, Phoenix, AZ 85016, (443) 624-5590;~~
- ☒ ~~Jesse Heydorff, 6201 N. 24th Parkway, Phoenix, AZ 85016, (443) 624-5590;~~ and/or
- ☐ _____.

Best Western International, Inc. authorizes the respective state agencies identified on Exhibit B to receive service of process for it in the particular state.

I have received a disclosure document dated ~~March 11~~February 28, 20245 that included the following Exhibits:

Exhibit A	List of State Administrators	Exhibit G	Lists of Current and Former
Exhibit B	List of State Agents for Service of Process	Exhibit H	Members
Exhibit C	Membership Agreement	Exhibit I	State Addenda to Disclosure Document
Exhibit D	State Addenda to Membership Agreement	Exhibit J-1	Application for Membership
Exhibit E	Financial Statements	Exhibit J-2	Bylaws and Articles
Exhibit F-1	North America Quality Assurance Manual Table of Contents	Exhibit J-3	202 <u>45</u> Rules and Regulations
Exhibit F-2	Rules & Regulations Table of Contents	Exhibit K- ~~1~~	202 <u>45</u> Membership Fees
		~~Exhibit K-2~~	AutoClerk Cloud PMS Software as a Service Agreement
			~~AutoClerk PMS End User License Agreement~~
		Exhibit L	Receipts

Date

(Sign, Date and keep for your records)

Prospective Franchisee

Authorized Signature