Hawthorn
EXTENDED STAY
BY WYNDHAM

FRANCHISE DISCLOSURE DOCUMENT

Hawthorn Suites Franchising, Inc.
A Georgia Corporation
22 Sylvan Way
Parsippany, New Jersey 07054
(800) 758-8999
https://development.wyndhamhotels.com

The franchise offered in this disclosure document is for operation of an extended stay guest lodging facility under the Hawthorn® brand. The total investment necessary to begin operation of a typical 96-room Hawthorn facility ranges from $12,274,670 to $14,268,857 for a new construction project. The total investment necessary to begin operation of a typical 100-room Hawthorn facility ranges from $329,203 to $7,671,941 for conversion of an existing hotel. Land acquisition costs are not included in these ranges. The above amounts include a range of $65,100 to $73,750 that must be paid to the franchisor or an affiliate.

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

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

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 Franchise Development Department, Hawthorn Suites Franchising, Inc., 22 Sylvan Way, Parsippany, NJ 07054 or call (800) 758-8999.

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

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

Issuance Date: March 31, 2025.

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits E-1 and E-2.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction; Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit D includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Hawthorn Extended Stay by Wyndham business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Hawthorn Extended Stay by Wyndham franchisee?	Item 20 or Exhibits E-1 and E-2 list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation and/or litigation only in New Jersey. Out-of-state mediation, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate or litigate with the franchisor in New Jersey than in your own state.

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

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

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

The state of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.

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

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

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

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

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

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

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

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

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

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

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

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

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

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to the Office of the Attorney General, Consumer Protection Division, Attn: Franchise Section, 525 W. Ottawa Street, G. Mennen Williams Building, 1st Floor, Lansing, Michigan 48913, (517) 373-7117.

Table of Contents

ITEM 1.	THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES	10
ITEM 2.	BUSINESS EXPERIENCE	18
ITEM 3.	LITIGATION	21
ITEM 4.	BANKRUPTCY	25
ITEM 5.	INITIAL FEES	25
ITEM 6.	OTHER FEES	28
ITEM 7.	ESTIMATED INITIAL INVESTMENT	45
ITEM 8.	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	52
ITEM 9.	FRANCHISEE'S OBLIGATIONS	55
ITEM 10.	FINANCING	59
ITEM 11.	FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING	61
ITEM 12.	TERRITORY	72
ITEM 13.	TRADEMARKS	74
ITEM 14.	PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	77
ITEM 15.	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	78
ITEM 16.	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	78
ITEM 17.	RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION	79
ITEM 18.	PUBLIC FIGURES	84
ITEM 19.	FINANCIAL PERFORMANCE REPRESENTATIONS	84
ITEM 20.	OUTLETS AND FRANCHISEE INFORMATION	87
ITEM 21.	FINANCIAL STATEMENTS	93
ITEM 22.	CONTRACTS	93
ITEM 23.	RECEIPTS	93

Exhibits

Exhibit A	State Addenda
Exhibit B	Regulatory Authorities; Registered Agents for Service of Process
Exhibit C-1	Franchise Agreement; Guaranty; Initial Fee Note; Development Incentive Note; Dual Brand Addendum; Assignment and Assumption Agreement; State Addenda; and Franchise Application
Exhibit C-2	Master Information Technology Agreement
Exhibit C-3	Elavon Hosted Services Agreement for Hosted Gateway Services
Exhibit C-4	Three Party Agreement; Request For Three Party Agreement; Lender Notification Agreement; Request For Lender Notification Agreement
Exhibit C-5	Termination and Release Agreement
Exhibit C-6	Signature Reservation Services Agreement
Exhibit C-7	Hotel Revenue Management Agreement
Exhibit C-8	Remote Sales Services Agreement
Exhibit D	Financial Statements and Guaranty of Performance of Wyndham Hotels & Resorts, Inc.
Exhibit E-1	List of Facilities in the United States as of December 31, 2024
Exhibit E-2	List of Facilities in the United States that Voluntarily or Involuntarily left the Hawthorn Chain from January 1, 2024 to December 31, 2024 or that did not communicate with us during the ten-week period preceding the date of the Disclosure Document
Exhibit F	Tables of Contents for Standards of Operation and Design Manual and Wyndham Rewards Front Desk Guide
Exhibit G	State Effective Dates / Acknowledgement of Receipt

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

To simplify the language in this Disclosure Document, "we," "us," "our" or "HSF" means Hawthorn Suites Franchising, Inc., the franchisor. "You" means the person or entity acquiring a franchise. If the franchisee is a corporation, partnership or other entity, "you" includes the franchisee's owners. We use the terms "licensee" and "franchisee" and "licensor" and "franchisor" interchangeably.

The Franchisor, its Affiliates and Parents. We are a corporation formed in Georgia on March 20, 1996. We do not do business under any other name. We are a subsidiary of U.S. Franchise Systems, Inc. ("USFS"), a Delaware corporation incorporated on November 26, 1997. USFS is a subsidiary of Wyndham Hotel Group, LLC ("Wyndham Hotel Group" or "WHG"), which is wholly owned by Wyndham Hotels & Resorts, Inc., a Delaware corporation ("Wyndham Hotels & Resorts" or "WHR"). WHR guarantees the performance of our obligations under the "Franchise Agreements" we enter into with franchises.

WHR was created by virtue of a tax-free spin-off of the hotel and transient lodging businesses of Wyndham Worldwide Corporation ("Wyndham Worldwide") on May 31, 2018, through the distribution of 100% of the common stock of WHR to Wyndham Worldwide shareholders of record as of the close of business on May 18, 2018. On June 1, 2018, WHR began trading on the New York Stock Exchange as a standalone public company. Following the spin-off, the remaining businesses of Wyndham Worldwide continued to operate as Travel + Leisure Co. (formerly Wyndham Destinations, Inc.), a publicly traded timeshare and timeshare exchange company.

Our Principal Place of Business and Agent for Service of Process. Our business address, and that of WHR, Wyndham Hotel Group, USFS, Worldwide Sourcing Solutions, Inc. ("WSSI"), and the Lodging Affiliates identified below is 22 Sylvan Way, Parsippany, New Jersey 07054. Our agent for service of process in the state of our principal place of business is Corporate Creations Network Inc., 111 Town Square Place, Suite 1510, Jersey City, NJ 07310. Our agents for service of process in certain other states are disclosed in Exhibit B.

Affiliates that Provide Products or Services to Franchisees. Wyndham Hotel Group and its affiliate, WSSI, offer goods and services to our franchisees and the franchisees of the Lodging Affiliates as defined below. See Items 5 and 8.

Lodging Affiliates. In addition to the Franchisor, Wyndham Hotel Group directly or indirectly owns other franchising subsidiaries in the lodging industry (the "Lodging Affiliates"). The following table lists our U.S. Lodging Affiliates that offer franchises and the guest lodging system each supports**.** The Lodging Affiliates do not own or operate any lodging facilities.

U.S. Lodging Affiliates:	Supported Guest Lodging System:
AmericInn International, LLC ("AMI")	AmericInn®
Baymont Franchise Systems, Inc. ("BFS")	Baymont Inn & Suites®
Days Inns Worldwide, Inc. ("DIW")	Days Inn®
Dolce International Holdings, Inc. ("DIH")	Dolce Hotels and Resorts®
WHR Extended Stay, LLC ("WES")	ECHO Suites® Extended Stay
Howard Johnson International, Inc. ("HJI")	Howard Johnson®
La Quinta Franchising LLC ("LQF")	La Quinta®
Microtel Inns and Suites Franchising, Inc. ("MISF")	Microtel Inn & Suites by Wyndham®
Ramada Worldwide Inc. ("RWI")	Ramada®
TRC Franchisor, Inc. ("TRC")	Registry Collection Hotels®
Super 8 Worldwide Inc. ("Super 8" or "SWI")	Super 8®

U.S. Lodging Affiliates:	Supported Guest Lodging System:
Travelodge Hotels, Inc. (“THI”)	Travelodge®
TMH Worldwide, LLC (“TMH”)	Trademark Collection®
TRYP Hotels Worldwide, Inc. (“TRYP”)	TRYP by Wyndham®
WHG Franchisor, LLC (“WWX”)	WaterWalk Extended StaySM
Wingate Inns International, Inc. (“WII”)	Wingate by Wyndham®
Wyndham Franchisor, LLC (“WDF”)	Wyndham®
	Wyndham Garden®
	Wyndham Grand®

Certain Other Franchise and Travel Industry Affiliates. In addition to the Lodging Affiliates identified above, which offer franchises in the United States, certain of our affiliates offer and administer franchises or manage lodging facilities under our Marks, the trademarks of the Lodging Affiliates, or other trademarks not offered within the United States. The following tables outline our affiliates that did so, as of December 31, 2024.

Region/Country	Franchise System	Franchisor
Canada	Baymont ECHO Suites Hawthorn Howard Johnson La Quinta Microtel Ramada Super 8 Trademark Collection TRYP Wingate Wyndham Garden Wyndham Wyndham Grand	Wyndham Hotel Group Canada, ULC (“WHG Canada”)
All of Asia and Pacific Rim with the exception of Greater China, Australia, Malaysia, Republic of Korea and Vietnam	Days Inn Howard Johnson La Quinta Microtel Ramada Ramada Encore Registry Collection Super 8 Trademark Collection TRYP Wyndham Wyndham Garden Wyndham Grand	Wyndham Hotel Asia Pacific Co. Limited (“WHAP”) or Wyndham Hotels & Resorts Asia Pacific Pte. Ltd (“WHRAP”)
Mainland China	Baymont Days Inn	WHAP or Wyndham Hotel Management (Beijing) Co., Ltd.

Region/Country	Franchise System	Franchisor
	Dolce Hawthorn La Quinta Microtel Ramada Ramada Encore Registry Collection Trademark Collection TRYP Wingate Wyndham Wyndham Alltra Wyndham Garden Wyndham Grand	
Hong Kong China	Baymont Days Inn Howard Johnson La Quinta Microtel Ramada Ramada Encore Super 8 TRYP Wingate Wyndham Wyndham Garden Wyndham Grand	WHAP or WHRAP
Taiwan China	Days Inn Dolce Howard Johnson La Quinta Microtel Ramada Ramada Encore Super 8 TRYP Wingate Wyndham Garden Wyndham Grand	WHAP or WHRAP
Australia, Malaysia, Republic of Korea and Vietnam	Days Inn Dolce Howard Johnson Ramada Ramada Encore Trademark Collection TRYP	WHAP or Wyndham Hotels & Resorts Pacific Rim Pte. Ltd. ("WHRPAC")

Region/Country	Franchise System	Franchisor
	Wyndham Wyndham Alltra Wyndham Garden Wyndham Grand	
Most of Europe, Middle East & Africa	Days Inn Dolce Hawthorn Howard Johnson La Quinta Ramada/Ramada Residences Ramada Encore Registry Collection Super 8 Trademark Collection TRYP Wyndham Garden Wyndham/Wyndham Residences Wyndham Grand/Wyndham Grand Residences	Wyndham Hotel Group (UK) Limited ("WHG UK"), or WHG (Ireland) Hotels Unlimited Company ("WHG Ireland")
Austria, Czech Republic, Germany, Hungary, Italy, France, Poland, Romania, Slovakia, Switzerland	Trademark Collection Vienna House Vienna House Easy Wyndham	WHR Europe, Inc. ("WHRE")
Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyzstan, Russia, Tajikistan, Ukraine, Uzbekistan	Days Inn Ramada/Ramada Residences Ramada Encore Trademark Collection TRYP Wyndham Garden Wyndham/Wyndham Residences Wyndham Grand/Wyndham	Wyndham Hotel Group (UK) East Limited ("WHG UK East")
Kingdom of Saudi Arabia	Howard Johnson Super 8	HJI, SWI
Latin America and the Caribbean	Baymont Days Inn Dazzler (except Argentina, Paraguay, Peru and Uruguay) Dolce Esplendor (except Argentina, Paraguay, Peru and Uruguay) Howard Johnson La Quinta Microtel	WHG Caribbean or RII

Region/Country	Franchise System	Franchisor
	Ramada Ramada Encore Registry Collection Super 8 Trademark Collection TRYP Wyndham Wyndham Alltra Wyndham Garden Wyndham Grand	
Argentina, Paraguay, Peru, Uruguay	Dazzler Esplendor	Wyndham Hotel Management de Argentina SRL ("WHMDA")

Region/Country	Managed System[1]	Management Company
Canada	Dolce	Special purpose entities wholly owned by DIH
France	Dolce	Dolce International SARL
United Kingdom	Ramada Encore	WHG UK or WHG Ireland
Bahrain, Egypt, Ethiopia, Jordan, Oman, Saudi Arabia, Qatar	Howard Johnson Ramada Ramada Encore Wyndham Wyndham Garden Wyndham Grand	WHG UK
Mainland China	Baymont Days Inn Dolce Hawthorn La Quinta Microtel Ramada Ramada Encore Registry Collection Trademark Collection TRYP Wingate Wyndham Wyndham Alltra Wyndham Garden Wyndham Grand	Wyndham Hotel Management (Beijing) Co., Ltd.

[1] As of December 31, 2024, our affiliates provided hotel management services to 58 hotels associated with the Days Inn, Dazzler, Dolce, Esplendor, Ramada, TRYP, Wingate, Wyndham Grand, Wyndham, or Wyndham Garden brands around the globe.

Region/Country	Managed System[1]	Management Company
Hong Kong China	Baymont Days Inn Howard Johnson La Quinta Microtel Ramada Ramada Encore Super 8 TRYP Wingate Wyndham Wyndham Garden Wyndham Grand	WHAP or WHRAP
Taiwan China	Days Inn Dolce Howard Johnson La Quinta Microtel Ramada Ramada Encore Super 8 TRYP Wingate Wyndham Garden Wyndham Grand	WHAP or WHRAP
Australia, Fiji, Malaysia, Palau, Republic of Korea, Thailand, Vietnam	Days Inn Dolce Ramada Ramada Encore Trademark Collection TRYP Wyndham Wyndham Garden Wyndham Grand	WHAP, WHRAP, WHRPAC or WHG Australia Pty Ltd (“WHGAU”)
Tinian, Northern Mariana Islands	Wyndham	WHG Hotel Management, Inc.
Costa Rica	Wyndham	Wyndham Hotel Management de Mexico, S. de R.L. de C.V. (“WHMDM”)
The Caribbean	Trademark Collection Wyndham Grand	WHG Caribbean or RII
Brazil	Wyndham Wyndham Grand	Wyndham Hotel Management do Brasil, Ltda. (“WHMDB”)
Argentina, Paraguay, Uruguay	Dazzler	WHMDA

Region/Country	Managed System[1]	Management Company
	Esplendor Ramada TRYP	

The following table outlines the principal place of business for the affiliates listed above.

Affiliate	Principal Place of Business
WHG Canada, WHRE, HJI, SWI, WHG Caribbean, RII, WHG Hotel Management, Inc.	22 Sylvan Way, Parsippany, NJ 07054
WHAP, WHRAP, WHRPAC	88 Market Street, CapitaSpring #47-05, Singapore 048948 (Registered office: 26th Floor, Three Exchange Square, 8 Connaught Place, Central, Hong Kong)
Wyndham Hotel Management (Beijing) Co., Ltd.	Room 906C East Ocean Centre, No. 24A Jianguomenwai Street, Chaoyang District, Beijing, China 100022
WHG Europe, WHG UK, WHG UK East, and WHG Ireland	4th Floor, 3 Shortlands, Hammersmith, London W6 8DA England
Dolce International SARL	29 Rue de Pont 92200 Neuilly-sur-Seine, France
WH Hong Kong	26th Floor, Three Exchange Square, 8 Connaught Place, Central, Hong Kong
WHMDB	Av. Angélica, 2.220 - Consolação, São Paulo - SP, 01228-200, Brazil
WHMDM	Blvd. Manuel Avila Camacho 201 piso 3 Polanco, Miguel Hidalgo CDMX, Mexico 11510
WHMDA	Maipu 1300, Piso 18, CABA, Buenos Aires, C1006ACT, Argentina

Our Business and Hawthorn Hotels. We offer franchises for the right to operate a hotel under the Hawthorn, Hawthorn Suites, Hawthorn Suites by Wyndham, Hawthorn Extended Stay, or Hawthorn Extended Stay by Wyndham trade names. A Hawthorn "Chain Facility" (or "Facility") is, predominantly an all-suites, select service hotel that concentrates on two markets: extended-stay (five consecutive nights or more), and shorter transient stays (from one to four nights). You will use the Hawthorn "System" to identify and operate the Chain Facility. Chain Facilities generally provide spacious studios, and one and two-bedroom suites with fully equipped kitchens. Chain Facilities are required to offer a swimming pool, fitness center and other recreational facilities. Chain Facility suites contain some or all of the following features: flat panel high-definition television, radio alarm clock, full refrigerator with ice maker, microwave oven and a two-burner cooktop, dishwasher, and table settings. A prototypical 81-room Chain Facility contains 64 studio suites in one or more buildings and is approximately 45,000 square feet. The preliminary site plan for a new 81 room prototypical Hawthorn Suites requires approximately 2 acres of land. In addition, the Chain Facility contains a lobby and registration desk, and other facilities such as guest laundry room, breakfast area, business center, fitness center, sundry shop and storage area. Under our current

standards, you will offer daily complimentary hot buffet breakfasts and a minimum of one complimentary weekly management social to guests, subject to state and local laws. You operate the Chain Facility only from the location we approve before signing the Franchise Agreement (Exhibit C-1). We specify the location of your Chain Facility in the Franchise Agreement.

If you satisfy our qualifications, we may offer you franchises for both a Hawthorn® and a La Quinta® Inn & Suites ("La Quinta") to be operated at the same location, either within the same building or in separate buildings adjacent to one another, but in each case with a shared lobby and amenities (the "Dual Brand Operation"). As part of a Dual Brand Operation, you must execute (i) a Franchise Agreement for the Hawthorn Facility ("Hawthorn Agreement") in the form attached as an exhibit to this disclosure, (ii) a franchise agreement for the La Quinta Facility ("La Quinta Agreement") in the form attached as an exhibit to the Franchise Disclosure Document of La Quinta Franchising LLC ("La Quinta FDD"), and (iii) a Dual Brand Addendum in the form attached to the Hawthorn Agreement in this disclosure. You must also satisfy all of our requirements for Dual Brand Operation, which may include: (1) the same individual or entity must be the franchisee under both the Hawthorn Agreement and the La Quinta Agreement; (2) the Facility must be built in compliance with our La Quinta and Hawthorn prototype; (3) the Facility must be operated in accordance with the brand standards of each brand and any standards either franchisor issues specifically with respect to Dual Brand Operation. Except to the extent fees and charges are expressly modified by the Dual Brand Addendum, you will pay all fees and charges in accordance with both the Hawthorn Agreement, the La Quinta Agreement and each of their brand-specific Standards.

USFS, through a trademark license agreement (the "Trademark License Agreement"), licenses to us the right to use, and to license others to use, the Chain Facility and the Hawthorn Marks. This Trademark License Agreement remains in effect.

The Hospitality Industry. The hospitality industry is highly competitive. Chain Facilities compete with all types of facilities that offer extended stay transient guest lodging to the public. The primary competition on a nationwide basis is from lodging establishments affiliated with other major lodging chains. Your Chain Facility may also compete with franchises of the Lodging Affiliates. Your ability to compete in your market will depend in large part upon your geographic area, specific site location, the Chain Facility's condition, general economic conditions and the capabilities of your management and service team. Depending upon the location of your Facility, your sales may be seasonal.

Industry Specific Laws. You must comply with a number of federal, state and local laws and regulations which apply to businesses generally and to the construction and operation of hotels. These include environmental laws and those relating to zoning and construction, permits and licensing; public accommodations and accessibility by persons with disabilities; labor; occupational safety; fire safety; health and food storage, preparation and service; privacy and data security; and laws regulating the posting of hotel room rates and the registration and identification of guests. In addition to these laws, laws of general application may have special relevance to hotels. Your business is subject to state and federal regulations that allow the government to restrict travel and/or require businesses to close during state or national emergencies. Because your business is operated as a destination to which your customers must travel, your business can be affected by such orders more than others. Consult your attorney for more information on these and other laws.

Business Experience of Franchisor, the Lodging Affiliates and their Predecessors. We began offering franchises in March 1996. We are not engaged in any activities other than franchising Hawthorn Chain Facilities and offering related products and services, as described in this Disclosure Document. The Lodging Affiliates have been offering licenses or franchises for lodging facilities in the United States (including the continental United States, Alaska, Hawaii, and Puerto Rico) since the following dates:

Affiliate	Began Franchising	Predecessor Began Franchising	Number of Franchised Facilities in U.S. as of December 31, 2024
AMI	1994	-	226
BFS	2006	2004	547
DIH	2022	-	2
DIW	1992	1972	1,235
HJI	1990	1954	139
LQF	2003	1968	884
MISF	1995	1988	285
RWI	1989	1954	264
SWI	1975	-	1,375
THI	1996	1966	328
TMH	2017	-	89
TRC	2017	-	1
TRYP	2011	2000	8
WDF	2018	2005	141
WES	2022	-	5
WII	1998	1995	189
WWX	2024	2014	11

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

ITEM 2. BUSINESS EXPERIENCE

President and Chief Executive Officer: Geoff Ballotti

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

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

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

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

Mr. Rossi has served as our Director since June 2011; as Chief Accounting Officer of WHR since October 2017; and for Wyndham Hotel Group, as Senior Vice President since August 2006, and Chief Accounting Officer since February 2019. He holds similar positions with us and the Lodging Affiliates.

Executive Vice President and Chief Financial Officer: Michele Allen

Ms. Allen has served as Executive Vice President and Chief Financial Officer of WHR and Wyndham Hotel Group since December 2019. She holds similar positions with us and the Lodging Affiliates. In previous roles with WHR or its affiliates, Ms. Allen served as Executive Vice President, Financial Planning & Analysis and Treasurer of WHR, Wyndham Hotel Group and us from January 2019 through November 2019.

Executive Vice President, North America Franchise Operations: Shilpan Patel

Mr. Patel has served as Executive Vice President, North America Franchise Operations of WHR since September 2023, and of Wyndham Hotel Group since October 2022. He holds similar positions with us and

the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates Mr. Patel served as Senior Vice President, Franchise Services from May 2020 until October 2022, and Vice President, Retention and Relicensing from January 2016 until May 2020.

Chief Commercial Officer: Scott Strickland
Mr. Strickland has served as Chief Commercial Officer of WHR and Wyndham Hotel Group since May 2024. In this role, Mr. Strickland oversees the marketing, advertising, loyalty initiatives, and revenue generation for us and the Lodging Affiliates; he also oversees information technology strategy and systems for us and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates, Mr. Strickland served as Chief Information and Distribution Officer of WHR and Wyndham Hotel Group from November 2023 until April 2024, Chief Information Officer of WHR from May 2018 until November 2023 and of Wyndham Hotel Group from March 2017 until November 2023.

Senior Vice President, Global Sales: Angie Gadwood
Ms. Gadwood has served as Senior Vice President, Global Sales of Wyndham Hotel Group since December 2023. In this role, Ms. Gadwood oversees global, regional and local field sales efforts for us and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates, Ms. Gadwood served as Group Vice President, Global Sales from April 2023 until December 2023, and Vice President, Field Sales from June 2018 until October 2019. From October 2019 until April 2023, Ms. Gadwood served as Vice President of Sales at G6 Hospitality in Carrolton, TX.

Group Vice President, Guest Engagement, Loyalty and Strategic Partnerships: Michael Shiwdin
Mr. Shiwdin has served as Group Vice President, Guest Engagement, Loyalty and Strategic Partnerships of Wyndham Hotel Group since May 2024. He holds similar positions with us and our affiliates. In previous roles with Wyndham Hotel Group or its affiliates, Mr. Shiwdin served as Vice President, Guest Intelligence and Engagement from November 2022 until May 2024, and as Vice President, Revenue Strategy from August 2021 to November 2022. From August 2020 to August 2021, Mr. Shiwdin served as Portfolio Manager for First Key Homes, LLC in New York, NY. From March 2019 to August 2020, he served as Vice President, Finance and Operations for Drive Shack, LLC in New York, NY.

Vice President, Media & Brand Marketing: Marissa Yoss
Ms. Yoss has served as Vice President, Media & Brand Marketing for Wyndham Hotel Group since September 2023. In this role, Ms. Yoss oversees brand marketing and media for us and the Lodging Affiliates. Before then, Ms. Yoss served as Segment Lead for EssenceMediacom Holdings Limited from July 2022 until September 2023, and Senior Vice President, Client Business Lead for Universal McCann from January 2017 until July 2022 (both based in New York, NY).

Senior Vice President, Global Contact Centers and Franchise System Support: Janesh Patel
Mr. Patel has served as Senior Vice President, Global Contact Centers and Franchise System Support for Wyndham Hotel Group since February 2023. In this role, Mr. Patel oversees the Global Contact Centers and leads the Franchise System Support teams for us and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates, Mr. Patel held the positions of Group Vice President, Global Contact Center from January 2021 until February 2023, and Vice President, Hotel Technology Client Support from March 2013 until January 2021.

Senior Vice President, Revenue Management & Distribution: Vikram Pradhan
Mr. Pradhan has served as Senior Vice President, Revenue Management & Distribution for Wyndham Hotel Group since February 2023. In this role, Mr. Pradhan leads the Revenue Management teams and oversees distribution for us and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates, Mr. Pradhan held the position of Group Vice President, Global Revenue Management from April 2020 until

February 2023. Prior to that, Mr. Pradhan served as Vice President, Revenue Management for New York, NY-based Convene LLC from November 2017 until April 2020.

Head of Architecture, Design & Construction; Hawthorn and La Quinta Brand Leader: Krishna Paliwal
Mr. Paliwal has served as Head of Architecture, Design & Construction of Wyndham Hotel Group since May 2019. He holds similar positions with us and the Lodging Affiliates. Mr. Paliwal also has served as Brand Leader for the Hawthorn brand since March 2021, and for the La Quinta brand since June 2019. Previously, he served as Brand Leader for the ECHO Suites brand from December 2023 until June 2024 and for the WaterWalk Extended Stay brand from March 2024 until June 2024. Before then, he served as Senior Vice President, Design and Construction for us, Wyndham Hotel Group and the Lodging Affiliates from June 2018 until May 2019.

Vice President, Brand Operations, Hawthorn and LaQuinta: Steven D. Clinkenbeard
Mr. Clinkenbeard has served as Vice President, Brand Operations for the Hawthorn and La Quinta brands since June 2018.

Group Vice President, Hotel Integration & Sourcing: Melissa Butler
Ms. Butler has served as Group Vice President, Hotel Integration & Sourcing of Wyndham Hotel Group since November 2023. She holds similar positions with us and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates, Ms. Butler served as Vice President, Hotel Integration from August 2018 until November 2023.

Vice President, Sourcing Strategy & Engagement: Rachel Dabrowa
Ms. Dabrowa has served as Vice President, Sourcing Strategy & Engagement of Wyndham Hotel Group since August 2021. She holds similar positions with us and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates, Ms. Dabrowa served as Senior Director, Franchise Operations & Quality from July 2018 until August 2021.

Senior Vice President, Global Sourcing, Tax & Risk Management: Gregory Geppel
Mr. Geppel has served as Senior Vice President, Global Sourcing, Tax & Risk Management for WHR since August 2024. In previous roles with WHR or its affiliates, Mr. Geppel served as Senior Vice President, Global Tax and Risk Management from April 2021 to August 2024; and Senior Vice President, Global Tax from June 2018 to April 2021.

Vice President, Contracts Compliance: Suzanne Fenimore
Ms. Fenimore has served as Vice President, Contracts Compliance of Wyndham Hotel Group since February 2021. She holds similar positions with us and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates, she served as Senior Director, Contracts Compliance from October 2012 until February 2021.

Vice President, Global Franchise Administration: Kendra Mallet
Ms. Mallet has served as Vice President, Global Franchise Administration of Wyndham Hotel Group since March 2024. She holds similar positions with us and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates, Ms. Mallet served as Senior Director, Global Franchise Administration from March 2023 until March 2024; Director, Franchise Administration from September 2021 until March 2023; Senior Manager, Contracts Administration from January 2020 until September 2021; and Manager, Contracts Administration from June 2018 until January 2020.

Vice President, Franchise Services: Chris Demetriou
Mr. Demetriou has served as Vice President, Franchise Services of Wyndham Hotel Group since March 2024. He holds similar positions with us and the Lodging Affiliates. In previous roles with Wyndham Hotel

Group or its affiliates, Mr. Demetriou served as Senior Director, Relicensing & Retention from February 2015 until March 2024.

Vice President, Franchise Services: Dawn Whitley
Ms. Whitley has served as Vice President, Franchise Services of Wyndham Hotel Group since March 2024. She holds similar positions with us and the Lodging Affiliates. In previous roles with Wyndham Hotel Group or its affiliates, Ms. Whitley served as Senior Director, Franchise Services from February 2023 until March 2024, Director, Franchise Services from February 2021 until February 2023, and Senior Manager, Franchise Services from February 2017 until February 2021.

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

Executive Vice President and Chief Development Officer: Amit Sripathi
Mr. Sripathi has served as Executive Vice President and Chief Development Officer of Wyndham Hotel Group, and as Chief Development Officer of WHR, both since May 2024. He holds similar positions with us and the Lodging Affiliates. From September 2021 until May 2024, he served as Senior Vice President, Global Strategic Development for WHR, Wyndham Hotel Group, and other affiliates. From January 2018 until September 2021, Mr. Sripathi served as Vice President, Finance and Head of Capital Markets of the RLJ Lodging Trust in Bethesda, MD.

Senior Vice President, Franchise Sales and Development: Jared Meabon
Mr. Meabon has served as Senior Vice President of Franchise Sales and Development of Wyndham Hotel Group since May 2019. He holds similar positions with us and the Lodging Affiliates.

Senior Vice President, Franchise Sales and Development: Brian Parker
Mr. Parker has served as Senior Vice President of Franchise Sales and Development of Wyndham Hotel Group since August 2024. He holds similar positions with us and the Lodging Affiliates. Prior to joining Wyndham Hotel Group, Mr. Parker served as Vice President, Franchise Development at Choice Hotels International from March 2020 to August 2024.

Senior Vice President, Franchise Sales and Development: David Wilner
Mr. Wilner has served as Senior Vice President of Franchise Sales and Development of Wyndham Hotel Group since May 2018. He holds similar positions with us and the Lodging Affiliates.

Except as otherwise indicated in this Item, each of the above persons, is based in our Parsippany, NJ offices while employed by us, the Lodging Affiliates, WHR, or Wyndham Hotel Group.

ITEM 3. LITIGATION[2]

Pending Litigation Against the Franchisor

None.

[2] References to Wyndham Hotels and Resorts, LLC in this Item 3 mean the predecessor franchisor to the Wyndham Franchisor, LLC Lodging Affiliate and not our ultimate parent, Wyndham Hotels & Resorts, Inc.

Pending Litigation Against our Parents or Affiliates

Wyndham Hotel Group, LLC, TMH Worldwide, LLC, Travelodge Hotels, Inc, and Baymont Franchise Systems, Inc. v. LuxUrban Hotels, Inc., LuxUrban RE Holdings LLC, CorpHousing RSL LLC, and Brian Ferdinand (The Superior Court of New Jersey, Morris County, Case No. MRS-L-000977-24). On May 16, 2024, as amended on November 14, 2024, Wyndham Hotel Group, LLC, TMH Worldwide, LLC, Travelodge Hotels, Inc., and Baymont Franchise Systems, Inc. filed suit against defendants for breach of contract seeking recurring fees, liquidated damages, outstanding balance of various development incentive notes, interest, attorneys' fees, and costs of suit. On December 4, 2024, defendants LuxUrban Hotels, Inc., LuxUrban RE Holdings LLC, CorpHousing RSL LLC (the "Lux Entities") filed an Answer and Counterclaim for Breach of Contract, Breach of Duty of Good Faith and Fair Dealing, Breach of Fiduciary Duty, Violation of NYSFA, Violation of FFA, Violation of CFIL and CFRA, Fraud, Fraud in the Inducement, Negligent Misrepresentation. On January 28, 2025, Wyndham Hotel Group, LLC, TMH Worldwide, LLC, Travelodge Hotels, Inc., and Baymont Franchise Systems, Inc. filed an Answer denying the allegations set forth in Defendants' counterclaims. Wyndham Hotel Group, LLC, TMH Worldwide, LLC, Travelodge Hotels, Inc, and Baymont Franchise Systems, Inc. intend to pursue their claims and defend the counterclaims vigorously.

In Re Extended Stay Hotel Antitrust Litigation (United States District Court, Northern District of California, Case No. 4:24- cv-09060-JSW). On July 24, 2024, Plaintiffs Andy Au, Karen Austin, Mignon Bacon, Sha-Quwana Boyd, Amanda Casnave, Charlotte Daniels, Trista McRae, Nadia Moreno, Andrew Rivers, Salimu Scott, Elizabeth Suriano, Matthias Will and Cynthia Wright (the "Original Plaintiffs") filed a purported class action suit against Integrated Decisions and Systems, Inc. ("IDeaS"), SAS Institute, Inc., Hilton Worldwide Holdings Inc., Extended Stay America, Inc., Sonesta International Hotels Corporation, InterContinental Hotels Group PLC, Choice Hotels International, Inc., Wyndham Hotels & Resorts, Inc., and Hyatt Hotels Corporation (collectively, "Defendants") in the United States District Court, Northern District of Illinois, alleging that those companies and other co-conspirators fixed prices and otherwise engaged in unfair methods of competition in violation of Section 1 of the Sherman Act, through the use of IDeaS' revenue management software and other activities. On September 10, 2024, Christina Gonzalez and Dawn Hoffman filed a lawsuit in the United States District Court, Northern District of Illinois, making similar claims against Defendants. On November 15, 2024, an amended complaint was filed consolidating the claims of the Original Plaintiffs and those of Ms. Gonzalez, and also adding Jacqueline Duncan, Simone Edmond, Regis Moeller, Kendal Morgan, and William Wachter as additional Plaintiffs and removing Andy Au, Amanda Casnave, and Dawn Hoffman as Plaintiffs. The consolidated complaint also removed InterContinental Hotels Group PLC and Choice Hotels International, Inc. as Defendants. Plaintiffs seek to represent and recover on behalf of a class consisting of all persons and entities in the United States and its territories who have directly purchased an extended stay hotel guest room for rent from Defendants and other non-parties in certain markets from January 1, 2016, until Defendants cease the allegedly unlawful conduct and the alleged anticompetitive effects stop. Plaintiffs seek damages, including treble damages, interest, attorneys' fees and costs, as well as injunctive relief. On December 12, 2024, the Court granted a motion by Defendants to transfer venue to the Northern District of California.

Hanson Dai, et al. v. SAS Institute, Inc., et al. (United States District Court, Northern District of California, Case No. 4:24-cv-02537). On April 26, 2024, Plaintiffs Hanson Dai, Max Chiswick, Adolph Robles, Steven Stack, Matthew Gilbert, Michael Molinaro, Tony Qian, and Mark Lester (the "Original Plaintiffs") filed a purported class action suit against SAS Institute, Inc., Integrated Decisions and Systems, Inc. ("IDeaS"), Choice Hotels International, Inc., Wyndham Hotels & Resorts, Inc., Hilton Worldwide Holdings Inc., Four Seasons Hotels and Resorts US, Inc., Omni Hotels & Resorts, Inc., and Hyatt Hotel Corporation (collectively, "Defendants"), alleging that those companies and other co-conspirators fixed prices and otherwise engaged in unfair methods of competition in violation of Section 1 of the Sherman Act, through the use of IDeaS' revenue management software and other activities. On June 7, 2024, Steven Shattuck filed a lawsuit making similar claims against Defendants. On July 15, 2024, an amended complaint was

filed consolidating the claims of the Original Plaintiffs and those of Mr. Shattuck, and also adding Joel Kamisher as an additional Plaintiff and removing Choice Hotels International, Inc., as a Defendant. Plaintiffs seek to represent and recover on behalf of a class consisting of "All persons and entities in the United States and its territories who rented Operator Defendants' or co-conspirators' hotel guest rooms in the United States during the period of April 26, 2020, until the Defendants' unlawful conduct and its anticompetitive effects cease to persist (the "National Class")," as well as various sub-classes. Plaintiffs seek damages, including statutory treble damages, compensatory damages, punitive damages, interest, attorneys' fees and costs, and injunctive relief. On August 29, 2024, Defendants filed their motions to dismiss. Plaintiffs filed their oppositions to those motions on October 28, 2024, and Defendants' replies were filed on December 12, 2024. The motions to dismiss remain pending.

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

Resolved Litigation Against our Parents or Affiliates

Thomas Luca, Jr. v. Wyndham Worldwide Corporation, et al. (United States District Court for the Western District of Pennsylvania, Case 2:16-cv-00746-MRH). On June 6, 2016, Plaintiff Thomas Luca, Jr. filed a class action lawsuit against defendants Wyndham Worldwide Corporation, Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC and Wyndham Hotel Management, Inc. (the "Wyndham Entities"). Plaintiff purports to bring the complaint on behalf of himself and: (i) as to resort fees, all United States citizens who have booked a hotel room through the Wyndham Entities' websites within the applicable statute of limitations and were charged one or more resort fees; and (ii) as to the Terms of Use provision, all United States citizens who have booked a hotel room through the Wyndham Entities' websites within the applicable statute of limitations. Plaintiff alleges violations of the New Jersey Consumer Fraud Act, through alleged misleading charging of resort fees, and violations of the New Jersey Truth-in-Consumer Contract, Warranty and Notice Act ("TCCWNA"), through an allegedly unlawful Terms of Use provision on the Wyndham Entities' websites. On August 15, 2016, the Wyndham Entities filed motions to dismiss, and on February 15, 2017, the Court granted the motions to dismiss of Wyndham Worldwide and Wyndham Hotel Management, Inc., leaving Wyndham Hotel Group and Wyndham Hotels and Resorts, LLC as parties. Plaintiff filed a motion for class certification on October 15, 2018, which the remaining Wyndham Entities opposed on December 14, 2018, and is currently pending. On January 16, 2019, the Court dismissed the TCCWNA claim from the case. Wyndham Hotel Group and Wyndham Hotels and Resorts, LLC entered into a settlement agreement with Plaintiff whereby a class was certified for settlement purposes and eligible class members will receive either $22 or 2,200 Wyndham Rewards points, and Wyndham will make certain display changes. The Court granted preliminary approval on October 18, 2019, and granted final approval on February 24, 2020.

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

Percy Pooniwala and Dinaz Pooniwala v. Wyndham Worldwide, Inc., et al. (United States District Court for the District of Minnesota, Case No. No. 0:14-cv-00778). On February 28, 2014, plaintiffs served a complaint upon Super 8 Worldwide, Inc., Travelodge Hotels, Inc., Days Inns Worldwide, Inc., and Wyndham Worldwide Operations, Inc. (the "Wyndham Entities") in the Fourth Judicial District, County of Hennepin, State of Minnesota, asserting allegations including (i) violation of the Minnesota Franchise Act; (ii) breach of contract; (iii) breach of the implied covenant of good faith and fair dealing; and (iv) retaliation. Plaintiffs' claims related to four franchise agreements with the Wyndham Entities for the operation of Super 8, Travelodge and Days Inn franchised guest lodging facilities in Minnesota, and one proposed location that did not result in an executed franchise agreement. Plaintiffs allege that the Wyndham Entities wrongfully terminated, or were in the process of terminating, several of plaintiffs' franchised sites because plaintiffs did not agree to settle a separate lawsuit pending in New Jersey. Plaintiffs sought damages in excess of $150,000.00, as well as the recovery of attorneys' fees. The Wyndham Entities filed counterclaims under the four franchise agreements and the location that did not result in an executed franchise agreement, including breach of contract and violations of the Lanham Act, seeking actual damages, liquidated damages, recurring fees and attorneys' fees and costs. The parties reached a settlement in August 2015 as part of which plaintiffs made payments to the Wyndham Entities in the amount of $220,000 made in monthly payments from November 2015 until April 2017 and the case was dismissed on September 25, 2015.

Joyce Roberts, individually and on behalf of classes of similarly situated individuals v. Wyndham International, Inc., Wyndham Worldwide Operations, Inc., Wyndham Hotels and Resorts, LLC & Does 1-10 (Superior Court of the State of California, County of Santa Cruz (RG 12639589). On July 17, 2012, a purported class action complaint was filed against Wyndham International, Inc., Wyndham Worldwide Operations, Inc., and Wyndham Hotels and Resorts, LLC (the "Wyndham Entities"), alleging that Defendants surreptitiously recorded, monitored, or eavesdropped upon telephone conversations with consumers. Specifically, Plaintiff asserts two causes of action, alleging the defendants violated California's Invasion of Privacy Act (California Penal Code Section 630 et seq.) when it allegedly recorded one or more calls plaintiff made to the Wyndham Rewards toll-free number through which reservations can be made for Wyndham hotels and to the Wyndham central reservations call center, without disclosing to plaintiff the conversations would be recorded, monitored, or eavesdropped upon. Plaintiff purports to bring the complaint on behalf of herself and all California residents who participated in one or more telephone conversations with the toll-free reservation numbers from a cellular, cordless, or hardwired landline telephone located in California and whose calls were recorded, monitored and/or eavesdropped upon by the Wyndham Entities surreptitiously or without disclosure. The Wyndham Entities were served on August 31, 2012, and removed the case to the United States District Court, Northern District of California. On May 15, 2013, the Court entered an order whereby Plaintiff's claims were voluntarily dismissed as to defendants Wyndham International, Inc. and Wyndham Worldwide Operations, Inc., leaving Wyndham Hotels and Resorts, LLC as defendant. Plaintiff filed her motion for class certification on April 27, 2015. Defendant's opposition to the motion for class certification was filed on June 19, 2015. The parties reached a settlement

before the class certification motion hearing took place, which had been scheduled for September 1, 2015, and thereafter executed a settlement agreement. The Court granted final approval of the settlement and entered an order on the same, dismissing the lawsuit, on October 27, 2016.

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

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

Litigation Against Franchisees Commenced in the Past Fiscal Year:

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

Defendant(s)	Date Complaint Filed	Court	Docket Number
Aum Shri Ganeshay Namaha LLC; Sanam Athens Lodging Inc; Sanam Conyers Lodging, LLC; OHM Conyers Lodging LLC; and Sunita Patel	11/13/2024	Superior Court of New Jersey; Morris County	MRS-L-002228-24

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

ITEM 4. BANKRUPTCY

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

ITEM 5. INITIAL FEES

Application and Initial Fees

All prospective franchisees must complete an application for a Hawthorn franchise (a "Franchise Application") and forward it to us for our review. A copy of the Franchise Application appears at the end of Exhibit C-1. You must pay us a $2,500 non-refundable "Application Fee" when you submit your Franchise Application. You must pay a non-refundable "Initial Fee" to us when you sign the Franchise Agreement. The Initial Fee for a new construction or conversion Chain Facility is equal to the greater of

$40,000 or $400 per room. For a proposed Dual Brand Operation, you must pay a separate Application Fee and Initial Fee for the Hawthorn Agreement and the La Quinta Agreement. If we approve your Franchise Application, the Application Fee will be credited towards your Initial Fee. If we defer payment of all or a portion of the Initial Fee, you will sign the "Initial Fee Note" found in Exhibit C-1. In 2024, our Initial Fees ranged from $18,000 to $40,000.

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

> Integration Services – Our quality team will perform an initial inspection of your property and integration visit and our field team will provide initial training on and assistance with facility operations topics including Systems Standards and using the Chain's intranet site. We will also provide training through various online courses on subjects such as quality assurance, housekeeping, preventative maintenance, customer service and the RFP process. The value of these Integration Services is $5,000.

Transferees of existing Chain Facilities and franchisees renewing their franchises must pay the Application Fee, as well as a non-refundable "Relicense Fee" (instead of an Initial Fee), which is equal to the greater of $40,000 or $400 per room. For a Dual Branded Operation, you must pay a separate Application Fee and Relicense Fee for the Hawthorn Agreement and the La Quinta Agreement, if the Facility is to remain dual-branded. We may negotiate a lower Relicense Fee with you for a subsequent transfer or a renewal at the time the parties sign the original, transfer or renewal Franchise Agreement, when business circumstances warrant.

In 2024, the Relicense Fee we collected for each franchise transfer was $25,000. This excludes any Administrative Assignments, transfers for which the transferor had previously negotiated a reduced Relicense Fee in their original Franchise Agreement with us, temporary operating agreements entered into with financial institutions or others, and agreements entered into with receivers. In 2024, there were no franchise renewals, so we did not collect any renewal Relicense Fees.

If you assign the Franchise Agreement, with our consent, to an entity affiliated with the initial franchisee using the Assignment and Assumption Agreement included in Exhibit C-1 (an "Administrative Assignment"), we will charge you a flat non-refundable Administrative Relicense Fee of $5,000, which includes your Application Fee. If the Franchise Agreement is being assigned to a financial institution or a court-appointed receiver, with our consent, the non-refundable Administrative Relicense Fee is $7,500, and includes the Application Fee. For a Dual Branded Operation, you may be required to pay a separate administrative Relicense Fee for the Hawthorn Agreement and the La Quinta Agreement for an Administrative Assignment.

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

Mandatory Support Services and Fees

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

> General Manager Certification – We will provide training for your general manager in our Hospitality Management Program. The fee for this mandatory training program is $2,250, which will be billed within 90 days following the Opening Date of the Facility. Your general manager must successfully complete this training program before you open a new construction facility or, for a conversion facility, within 90 days after the Opening Date. If your initial general manager does not complete the Hospitality Management Program within the required time period, you must

also pay the tuition then in effect at the time your general manager completes the program. This training may be offered in i) a hybrid, in-person and virtual format or ii) a virtual-only format.

Opening Training – We will provide opening training for your staff. This training is conducted on site at your Facility anywhere from two weeks prior to, or up to 30 days after, the Facility's Opening Date. The duration and fee for this training is dependent on the size of your Facility as follows: $750 for 0-50 rooms (1 day), $2,250 for 51-200 rooms (up to 3 days) and $3,750 for 200+ rooms (up to 5 days), plus travel, lodging and meal expenses of the facilitator. For a Dual Brand Operation, we may supplement, amend or otherwise modify the Opening Training and General Manager Training (including the cost) to take into account the nature of the Dual Brand Operation.

Continuing Education – We will provide a comprehensive curriculum of hotel operations training. The cost of ongoing learning and development support for your entire hotel team is $1,200 per year. This fee includes (i) the tuition for two regional workshops, (ii) access to Wyndham University, WHR's learning management system, for your entire hotel team and (iii) service culture support and training materials. For a Dual Brand Operation, you will only be required to pay one Continuing Education fee for access for all of the Facility's team members.

In addition to the above, franchisees of conversion facilities must also purchase the item below from us or our affiliate:

Temporary Signage – If we allow you to open the Facility before installing permanent signage, we will arrange for one of our approved suppliers to provide temporary signage for the Facility in the form of a Mark-bearing bag to cover your primary free-standing exterior sign. The fee for temporary signage is $1,250. However, if you install permanent signage from an Approved Supplier on or before the Opening Date, or if within 30 days of executing your Franchise Agreement you sign a quote for and pay the required deposit for permanent signage from the vendor assigned to provide temporary signage for the Facility, you will not be charged this fee.

All franchisees, including those of transfer facilities and those renewing their franchises, are required to participate in Continuing Education, to send their initial general manger to our Hospitality Management Program, and to pay the fee for such programs, as described above. However, renewal franchisees may be exempt from our Hospitality Management Program, provided their general manager has completed the training within the last eight years. For a Dual Brand Operation, the General Manager Training must be completed by only one initial general manager who has authority over the entire Facility.

Property Management Systems

You must procure computer hardware and a software license so that the Facility can communicate with the Central Reservation System. We have approved a property management system ("PMS") under our technology standard, which is provided by a third party through contract with us: the OPERA® system from Oracle Hospitality ("Oracle"). You must sign the Master Information Technology Agreement ("MITA") with us along with the applicable PMS Schedule. The PMS Schedule will include any required or optional services and fees, including monthly support, services and interface fees paid after opening. See Exhibit C-2. The hardware for the PMS may be purchased from any source so long as it meets our technology standards and minimum technical requirements. See Item 11 for a description of the approved PMS. For a Dual Brand Operation, you may be required to procure the SynXis Property Management System or other approved PMS as described in the La Quinta FDD. Depending on the needs of your Dual Brand Operation you may be required to pay separate PMS Setup and Ongoing Support Fees pursuant to separate PMS Agreements for each of the Hawthorn Facility and the La Quinta Facility.

You will subscribe to OPERA PMS and you must pay a one-time non-refundable Set-Up and Implementation Fee of $19,400 plus additional amounts for interfaces that may be required. This fee includes on-site deployment, installation, and training and must be paid at least 30 days before the Opening Date of the Facility. You will be required to subscribe to any future OPERA upgrade when it becomes available, which may include additional or different services and fees, and you may be required to execute a new OPERA Schedule to the MITA, or amend your current OPERA Schedule. (Exhibit C-2)

If you purchase an existing Chain Facility with a PMS, we may require you to upgrade it or purchase a new PMS to meet our current configuration requirements, at your cost. If no upgrade is needed, and you purchase an existing Chain Facility with a PMS, you must pay a $995 transfer fee.

If you are a transferee of a Chain Facility with a current PMS that meets our technology standards, we offer optional PMS recertification training for your Facility remotely at a fixed cost of $500. You may also request additional OPERA PMS training at a cost of up to $10,000 for up to seven trainer days depending upon the number of staff that need to be trained and whether the training is conducted on-site or remotely. You are responsible for travel and lodging expenses for our trainer(s) if the training is provided at the Facility.

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

Design and Project Review Services

We will provide you with an interior design prototype for the construction, renovation or furnishing of the Facility.

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

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

Unless otherwise noted, all fees are uniform and non-refundable.

ITEM 6. OTHER FEES

Name of Fee	Amount	Due Date	Remarks [1]
General Fees			
Royalty Fees	5.5% of GRR. [2]	Monthly on the 3rd day of the next month.	Payable from Opening Date until the expiration or sooner termination of your Franchise Agreement.
Marketing/Reservation Contributions	2.5% of GRR.	As above.	Payable from Opening Date until the expiration or

Name of Fee	Amount	Due Date	Remarks [1]
			sooner termination of your Franchise Agreement. (See Item 11)
Taxes	Amount assessed by federal, state and local tax authorities.	When we invoice you.	Taxes based on Recurring Fees and basic charges, including sales, gross receipt, value added, use or similar taxes, but not on income tax (or any optional alternative to income tax) assessed against us.
Relicense Fee (Transfers)	Currently, equal to the greater of $40,000 or $400 per room	When a transfer occurs.	If you transfer your facility, you or your transferee must pay our then current Relicense Fee.
Photos, Design and Improvements Service Fees			
Photos	Currently, $2,750 for standard photo package.	When we invoice you.	We arrange for digital photographs to be taken of the Facility by our preferred professional photography company for use on our consumer website, third party travel websites, and various marketing media. Third-party channels may require additional photographs of certain room types or facility attributes. If your Facility requires additional photographs to meet third-party requirements, you must pay $225 for each additional photo.
Rooms Addition Fee	Currently, $400 for each guest room added to the Facility.	When we approve the addition.	Fee will be the same as the then current Initial Fee per room when you request our approval to increase the number of guest rooms in the Facility.
Custom Interior Design Review Fee	Currently, $6,000.	When we invoice you.	If you choose to purchase certain design elements from a supplier other than an Approved Supplier, we may assess a Custom Interior Design Review Fee

Name of Fee	Amount	Due Date	Remarks [1]
			for our review of custom interior design drawings and one site visit. You must submit design drawings to us to ensure compliance with our interior design standards.
Property Improvement Plan Preparation Fee	Currently, $1,500 per request.	When we invoice you.	This fee is charged if we have to prepare a property improvement plan "PIP" for the Facility, post opening.
Training and Conferences			
General Manager Certification	Currently, $2,250.	When we invoice you before training.	Your initial general manager must attend our Hospitality Management Program within 90 days of your Opening Date. [3](See Item 11) For Dual Brand Operation, only one initial general manager who has authority over the entire Facility must complete the Hospitality Management Program. (See Item 5)
General Manager Certification Additional Attendee Fee	Currently, $1,400.	When we invoice you before training.	Additional employees of the hotel may accompany the general manager to the Hospitality Management Program, for an additional charge. (See Item 11)
On-Site Opening Training	0–50 rooms / 1 day training $750 51–200 rooms / Up to 3 days training $2,250 200+ rooms / Up to 5 days training $3,750	When we invoice you.	This training is mandatory for new construction and conversion Facilities. You are responsible for cost of travel and lodging for facilitators. This fee is subject to increase in the future. (See Item 11) For a Dual Brand Operation, we may supplement, amend or otherwise modify the Opening Training and General Manager Training (including the cost) to take into account the nature of

Name of Fee	Amount	Due Date	Remarks [1]
			the Dual Brand Operation. (See Items 5&11)
New Owner Orientation	Currently, no fee for first attendee and $1,000 for each additional attendee.	When we invoice you, if you send an additional attendee.	This training may be held for owners who have not previously owned a Chain Facility or a Lodging Affiliate Chain Facility.3 (See Item 11) For a Dual Brand Operation, this training is mandatory. No additional facilitator travel and lodging expenses. (See Item 11)
Remedial Training	Currently, up to $1,250.	When we invoice you.	We may require you, the general manager and/or a staff member to participate in remedial training. (See Item 11)
Product Quality Training	On-site: $1,500 for 1 day; up to $3,000 for 2 to 5 days; and up to $5,000 for 6 to 10 days.	When we invoice you.	For additional and/or repeated instances of cleanliness or service failures, we reserve the right to require additional training. You are responsible for cost of travel and lodging for facilitators. (See Item 11)
Continuing Education	Currently, $1,200 per year.	When we invoice you.	You must pay for access to our Continuing Education training material. It includes training support and materials provided to all Facility team members. It includes regional workshops, service culture support materials and access to Wyndham University. This fee is subject to increase in the future. (See Item 11) For a Dual Brand Operation, you will only be required to pay one Continuing Education fee for access for all of the Facility's team members.

Name of Fee	Amount	Due Date	Remarks [1]
Chain Conference Fee	The Chain Conference Fee is currently $2,000 for the first attendee and $1,750 for each additional attendee.	Before conference when we invoice you.	Currently, a conference is held approximately every 18 to 24 months but is subject to change. The conference may be held as part of a multi-brand conference with other Lodging Affiliates. Franchisee attendance is required. We will automatically bill and charge you the Chain Conference Fee even if you do not attend. For a Dual Brand Operation, provided that both brands hold their Chain Conference simultaneously at the same location, only one Chain Conference Fee will be charged for your first attendee. Additional Chain Conference Fees will be charged for each additional attendee.
Job Posting Fee	Currently, $100 per posting for a 30-day placement.	When we invoice you.	We offer an optional job-posting opportunity for franchisees to recruit for openings at your Facility on a central platform with other Chain Facilities and Wyndham-branded hotels. We may offer bundled packages that include multiple postings and extended placement.
Sales, Marketing and Distribution Programs			
GDS Fees	$2.23 per reservation.	When we invoice you.	GDS Fees are based on reservations booked through the Global Distribution Systems ("GDS") administered by third-party vendors. Subject to modification to reflect changes in third party fees and our costs (including overhead) of providing the

Name of Fee	Amount	Due Date	Remarks [1]
			service, and new service offerings.
Third Party Channel Fee	$2.23 per reservation.	When we invoice you.	Based on those reservations booked with our distribution partners and processed directly or indirectly through our distribution platform. Subject to modification as existing reservation channels are modified, partners are added to existing channels or new reservation channels are established.
Internet Booking Fees	$2.23 per reservation.	When we invoice you.	Internet Booking Fees are based on reservations booked through an alternate distribution system. Subject to modification to reflect changes in third party fees and our cost (including overhead) of providing the service, and new service offerings.
Agency Commissions	Up to 20% of GRR.	When we or an Agency invoice you.	Reimburses us for Agency Commissions we pay on your behalf plus related administrative costs. Includes commissions for travel agents, online travel and referral websites, travel consortia, travel management companies and global sales agents. 20% limit is generated on qualifying consumed reservations and subject to modification to reflect changes in the commissions we pay on your behalf.
Agency Commission Service Charge	1.5% of commissionable revenue.	When we or an Agency invoice you.	The standard Service Charge is 1.5% on certain group sales and commission activities booked and consumed by agencies. Subject to modification to reflect changes in our costs.

Name of Fee	Amount	Due Date	Remarks [1]
Member Benefits Commissions	Up to 10% of GRR.	When we invoice you.	Based on reservations booked and consumed through our Member Benefits Program.
Member Benefits Commission Service Charge	1.5% of commissionable revenue.	When we invoice you.	The standard Service Charge is 1.5% on certain group sales and commission activities booked and consumed through member benefits programs. Subject to modification to reflect changes in our costs.
Digital Pay-For-Performance ("PFP") Commission	Up to 10% of GRR.	When we invoice you.	The PFP commission is currently 7% but can be up to 10%. All Chain Facilities must participate in the self-funding PFP program, under which franchisees are charged a commission for consumed reservations booked via (i) links to the Chain website or (ii) unique call center numbers generated from search engines, local business review and social websites, other internet websites, mobile sites and applications. These commissions are used to purchase the key words, business listings and display ads that drive consumers to the Chain website and call center. The PFP commission is in addition to all other applicable fees associated with the reservation.
Everyone Sells Group Referrals Program	10% of commissionable revenue.	When we invoice you.	When the referring party is a Chain Facility or facility of an affiliate, 7% of the referral commission paid to the referring facility; when the referring party is an employee of our parent company or its predecessor,

Name of Fee	Amount	Due Date	Remarks [1]
			6% of the referral commission paid to the employee. The remaining 3% and 4%, as applicable, is distributed to our Global Sales Organization to offset its administrative and overhead costs for supporting the Everyone Sells Group Referrals Program.
Cooperative Marketing and Sales	If established, $1.00 per room per month up to a maximum of $200 per month and 2,400 per year.	When we invoice you.	We currently have no supplemental cooperative marketing and sales program but may establish one in the future. (See Item 11)
Global Translation Fee	Currently, $200 per language.	When we invoice you.	Your property's website will be translated in both English and Spanish. If you wish to have another translation, you will pay a fee for each additional language.
Signature Reservation Service Fee	Currently, 3.5% of the amount of GRR booked.	When we invoice you.	As part of our Signature Reservation Service ("SRS"), certain consumers seeking to make a reservation at your Facility or any other Wyndham-branded facility enrolled in SRS are directed automatically to our professionally trained agents to book their reservation. You are required to participate in the SRS program. (See Item 11)
Standard Revenue Management Services ("Standard RMS") Fee	Currently, 0.75% of GRR with a minimum of $645 per month and maximum of $1,395 per month.	As indicated on the invoice or, if not indicated, 15 days after receipt.	You are required to participate in Standard RMS at a minimum. However, if your Facility achieves greater than 70% occupancy for 12 consecutive months, you will be required to participate at the Premium RMS level (see directly

Name of Fee	Amount	Due Date	Remarks [1]
			below). Note: Revenue management program participation may not be required if certain alternate criteria we establish from time to time in System Standards have been met.
Premium Revenue Management Services ("Premium RMS") Fee	Currently, 1.00% of GRR with a minimum of $1,450 per month and maximum of $2,450 per month; except $3,500 a month for Facilities with an annual GRR of $3,000,000 or more.	As indicated on the invoice or, if not indicated, 15 days after receipt.	Premium RMS is an optional premium service level unless your Facility achieves greater than 70% occupancy for 12 consecutive months, in which case we will require you to participate at the Premium RMS level. Note: Revenue management program participation may not be required if certain alternate criteria we establish from time to time in System Standards have been met. (See Item 11)
Premium Plus Revenue Management Services ("Premium Plus RMS") Fee	Currently, $5,425 per month	As indicated on the invoice or, if not indicated, 15 days after receipt.	We offer a premium plus service level option for revenue management services with daily recommendations for hotels that require specialized additional support.
Remote Sales Service	$1,400 per month.	When we invoice you.	You are required to participate in our Remote Sales Service, through which a designated representative will respond to sales leads and solicit new business for your Facility. Alternatively, you may satisfy this requirement by meeting certain criteria we establish from time to time in System Standards. (See Item 11)
Groups360 Booking Fee	Currently, 6% of GRR booked via the Groups360 platform.	When we invoice you.	Groups360 is a group booking platform that allows guests to make group

Name of Fee	Amount	Due Date	Remarks [1]
			bookings directly at your Facility. Participation is currently optional but may be mandatory in the future. Of the 6% fee, a portion is remitted to Groups360, and a portion is retained by us.
Guest Loyalty and Satisfaction Fees			
Loyalty Program Charge [4]	4.25% to 5.5% of all amounts on which members earn points or other program currency.	Payable after a member is awarded points at the Facility and upon receipt of our invoice.	The amount of your Loyalty Program Charge may vary within the stated range based on the number of Wyndham Rewards Valid Enrollments obtained by your Facility during a defined measurement period or other metric we determine from time to time, as described in the Front Desk Guide ("Loyalty Metric"). Loyalty Program Fees fund the costs associated with operation, customer support, technology and marketing of the Wyndham Rewards guest loyalty programs.
Loyalty Missed Valid Enrollment Fee	Up to $1,200 per calendar quarter (or $400 per month). Currently, $750 per calendar quarter (or $250 per month).	Payable upon receipt of our invoice	If your Facility fails to achieve a required number of Wyndham Rewards Valid Enrollments (or other Loyalty Metric that we may require from time to time) during a defined measurement period, as described in the Front Desk Guide, you must pay us a Missed Valid Enrollment Fee.
Loyalty Member Services Administration Fee	Currently, $50 per complaint.	Payable upon receipt of our invoice.	You must pay this fee if you do not process a member's points in a timely manner and we resolve the issue with the member.
Customer Care Program	Resolution costs.	When we invoice you.	You must pay the resolution costs if you do not resolve a guest's complaint within the

Name of Fee	Amount	Due Date	Remarks [1]
			required time frame we establish. Complaints may arise from a guest contacting us or if we become aware of complaints posted on third-party travel websites, distribution channels, blogs, social networks and other forums. We can modify the Customer Care Program from time to time including its operation and fees.
Wyndham Response Service Fee	Currently, $0 to $15 per response.	Monthly when we invoice you.	We will respond to certain guest surveys and reviews of the Facility on your behalf. Depending on the Facility's guest satisfaction score, you will pay a fee of up to $15 for each survey or review to which we respond.
Best Rate Guarantee Processing Fee	Currently $195 per instance.	When we invoice you.	You must pay us the Best Rate Guarantee Processing Fee if we, or a guest, finds a lower publicly available rate on the Internet than you have provided to us, for the same date at your Facility. We reserve the right to monitor your rates, and continued non-compliance may also result in suspension from certain Marketing programs.
Property Management and Technology			
OPERA PMS Cloud Model Set-Up and Implementation Fee	Currently $19,400 plus interface costs ($525 to $3,050).	Due at least 30 days before the Opening Date.	This fee is for facilities using an OPERA Cloud-based PMS and includes on site deployment, installation, and training and certain interfaces. You must pay $750 for the required interface to our approved automated revenue and rate management system. Other optional interfaces range

Name of Fee	Amount	Due Date	Remarks [1]
			from $525 to $3,050. (See Item 11). For a Dual Brand Operation, you may be required to procure the SynXis Property Management System or other approved PMS as described in the La Quinta FDD. Depending on the needs of your Dual Brand Operation you may be required to pay separate PMS Setup and Ongoing Support Fees pursuant to separate PMS Agreements for each of the Hawthorn Facility and the La Quinta Facility.
PMS Monthly Support and Service Fee	Currently, $734 to $1,050 per month.	When we invoice you.	This fee is for facilities using the Standard level of the OPERA Cloud-based PMS. It includes monthly support, HTCS and CRISP services, standard service level of an automated revenue and rate management solution, and certain interfaces, including OTA Insights, mobile tipping, and mobile check-in / check-out. We also provide first-level support for the Facility's Wyndham-provided email account. The amount of the fee depends on the number of guest rooms at your Facility. (See Item 11) For a Dual Brand Operation, you may be required to procure the SynXis Property Management System or other approved PMS as described in the La Quinta FDD. Depending on the needs of your Dual Brand

Name of Fee	Amount	Due Date	Remarks [1]
			Operation you may be required to pay separate PMS Setup and Ongoing Support Fees pursuant to separate PMS Agreements for each of the Hawthorn Facility and the La Quinta Facility.
Premium Automated Revenue and Rate Management Fees (RevIQ)	Currently, $28 per month.	Monthly when we invoice you.	Currently, your PMS Monthly Support and Service Fee includes a standard service level of an automated revenue and rate management solution. We offer, as an option and for a fee, a premium service level. (See Item 11)
Mobile Operations Program ("MOP")	Currently, $0.60 per guestroom per month.	Monthly when we invoice you.	MOP is a mobile device-based system for managing housekeeping and maintenance functions at your Facility. This program is currently optional, but we may mandate in the future. The setup fee is included in the OPERA PMS Setup Fee. (See Item 11)
Emergency Safety Device ("ESD")	Currently, $35 per month	Monthly when we invoice you.	This fee is for MOP users only. This optional feature of the MOP system provides panic button functionality for your hotel staff on MOP-enabled mobile devices.
Preventative Maintenance	Currently, up to $1,500 per year.	When we invoice you.	If you require assistance tracking your preventative maintenance needs, as measured by your Facility (i) receiving a failing score on a quality assurance inspection or (ii) receiving an average Medallia overall score for the preceding 12 month period less than 6.0, (or its then equivalent score) we will require you to subscribe to engage a third

Name of Fee	Amount	Due Date	Remarks [1]
			party for preventative maintenance service, including a mobile application, provided by a third party to help you manage your housekeeping and maintenance processes. We may offer as an option or, in the future, mandate a certain program or provider. (See Item 11)
Remedies, Non-Compliance and Other			
Extension Fee	$10,000.	Within 10 days of Opening Date.	Payable any time we agree to extend your opening deadlines beyond those dates established in Schedule D of the Franchise Agreement.
Interest	Lesser of 1.5% per month or the maximum rate permitted by law.	When we invoice you.	Payable on any amount of Recurring Fees not paid by due date.
Returned Check Fee	Currently, $100 for each occurrence.	When we incur or demand costs.	Includes checks you submit to us that are dishonored by your bank or other financial institution.
Paper Check Fee	$160 processing fee per each occurrence.	When we invoice you.	See footnote 1 below.
Reconnection Fee	Currently, $4,000.	When we invoice you.	You must pay this fee to re–establish Central Reservation System service if we suspend the service because of your default under your Franchise Agreement or for any reason.
Audit Fee	Costs and expenses of audit.	When we invoice you.	You will pay this fee if the understated amount is three percent (3%) or more of the total amount owed during a six-month period.
Reinspection Fee and Costs	Currently, $2,500 for the first failure, $3,000 for the second failure, and $3,500 for the third and any additional failures.	When we invoice you.	You must pay our current Reinspection Fee for each reinspection we must conduct as a result of the Facility failing any required quality or improvement

Name of Fee	Amount	Due Date	Remarks [1]
			inspection. We may increase the Reinspection Fee in the future. We may also charge you for the travel, lodging and meal expenses of the quality assurance inspectors on reinspections. For a Dual Brand Operation, we, or an affiliate, shall conduct a combined Quality Assurance inspection for the Hawthorn and the La Quinta. If applicable, only one Quality Assurance reinspection Fee will be charged.
Three-Party Agreement / Comfort Letter Fee	Currently, $1,000 per request.	When we invoice you.	The Three-Party Agreement / Comfort Letter is a document issued by us in our sole discretion that grants your lender certain rights under the franchise agreement.
Indemnification Costs	Cost of defending and resolving indemnified claims.	When we incur or demand costs.	Franchise Agreement specifies when you indemnify us and our affiliates for "Losses and Expenses" incurred to defend third party claims and suits.
Dispute Resolution Costs	Costs, expenses, reasonable attorneys' fees.	When dispute resolution concludes.	Non-prevailing party reimburses prevailing party for litigation expenses to enforce the Franchise Agreement or collect amounts owed.
Condemnation Payments [5]	Recurring Fees for one year after notice of condemnation or to the date of condemnation, whichever is longer.	30 days after Facility condemnation is completed.	You must give one year's notice of termination for condemnation. Fee payments continue until the Facility is actually taken by public authority. For a Dual Brand Operation, for the purposes of determining whether the

Name of Fee	Amount	Due Date	Remarks [1]
			Facility has suffered a Casualty, the percentage of guest rooms available shall be measured by the total number of rooms across both the Hawthorn Facility and the La Quinta Facility.
Liquidated Damages	Greater of $3,000 per guest room, or the average monthly Recurring Fees owed for the 12 months preceding termination, multiplied by 36. If there are fewer than 36 months remaining in the unexpired Term at the date of termination, then Liquidated Damages shall be an amount equal to the average monthly Recurring Fees owed for the 12 months preceding Termination, multiplied by the number of months remaining in the unexpired Term.	Within 10 days from date of termination.	Room count is based on rooms we authorize you to open, regardless of any room reductions. For pre-opening termination, reduced to one-half of formula amount. If the Facility has been open for fewer than 12 months, then the amount will be the average monthly Recurring Fees since the Opening Date multiplied by 36. Payable for termination under causes specified in the Franchise Agreement. For a Dual Brand Operation, in the event that the Hawthorn Agreement and the La Quinta Agreement terminate simultaneously, then the $250,000 minimum described in the La Quinta Agreement shall not apply and the minimum amount of Liquidated Damages owed shall be calculated in accordance with each Agreement on a per room basis.
De-Identification Fee 6	$2,000 per day.	Upon demand.	An additional fee if you fail to comply with our de-identification procedures.

1. Unless otherwise indicated, all fees are (i) imposed and collected by us, (ii) payable to us, (iii) non-refundable, and (iv) uniformly imposed. We may reserve the right to increase, modify, or change certain fees in the future as provided for in the Franchise Agreement. For a Dual Brand Operation, unless otherwise noted, you must pay the applicable fees as described in each of the Hawthorn Agreement and the La Quinta Agreement. We require you to pay all Recurring Fees and other fees and charges online via our self-service, electronic invoice presentment and payment tool, accessible through a centralized online platform, or

through such other technologies or other means as we may establish. In the online environment, payment can be made by electronic check (via ACH). If you submit payment for any fee using a paper check, you will incur a $160 processing fee per each occurrence. Recurring Fees include the Royalty and Marketing/Reservation Contributions. We may negotiate increases or decreases for a particular transaction at the time the Franchise Agreement is signed for any fee listed above when business circumstances warrant. See Item 17.

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

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

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

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

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

ITEM 7. ESTIMATED INITIAL INVESTMENT

Your Estimated Initial Investment For A 96 Room New Construction Facility					
Type of Expenditure	**Amount [1]**		**Method of Payment**	**When Due**	**To Whom Payment is to be Made**
Initial Fee (inclusive of Application Fee) [1]	$40,000	$40,000	Lump Sum	$2,500 with Application, balance due at signing of Franchise Agreement.	Us
Photos [2]	$2,750	$5,000	As Incurred	After Opening	Us, Wyndham Hotel Group
Training Tuition [3]	$5,700	$7,100	As Incurred	Before Opening	Us, Wyndham Hotel Group
Training Expenses [4]	$2,700	$4,450	As Incurred	Before Opening	Facility, Restaurants, Airlines, Car Rental Agency,General Managers, Travel provider
Market Study [5]	$5,000	$12,000	Lump Sum	Before Construction	Feasibility Consultant
Real Estate and Site Preparation [6]	N/A	N/A	N/A	N/A	N/A
Architecture, Design and Engineering, Phase I Environmental, Permits, Licenses, Deposits and Related Fees [7]	$431,000	$745,000	As Incurred	Before Opening	Architects, Engineers, Consultants, Government Agencies, Suppliers, Utility Companies, and other Professionals
Facility Construction [8]	$9,530,220	$10,517,115	As Incurred	Before Opening	Contractors, Subcontractors, Suppliers, and third-party Vendors

Your Estimated Initial Investment For A 96 Room New Construction Facility					
Type of Expenditure	**Amount [1]**		**Method of Payment**	**When Due**	**To Whom Payment is to be Made**
Construction Contingency [9]	$476,511	$525,856	As Incurred	As Arranged	Contractors, Subcontractors, Suppliers, and third-party Vendors
Technology Systems [10]	$65,527	$67,527	As Incurred	Before Opening	Computer Supplier, Professionals
Property Management Set-Up and Installation [11]	$19,400	$19,400	Lump Sum	Before Opening	Us, Affiliate
Furniture, Fixtures and Equipment [12]	$942,089	$1,280,008	As Incurred	Before Opening	Vendors, Suppliers
Signage [13]	$45,000	$100,000	As Incurred	Before Opening	Vendors, Suppliers
Opening Inventory [14]	$433,449	$440,390	As Incurred	Before Opening	Vendors, Suppliers
Insurance [15]	$25,000	$85,000	Lump Sum	Before Opening	Insurance Carrier
Grand Opening Advertising [16]	$20,000	$45,000	As Incurred	Before Opening	Advertising Media, Agency
Pre-Opening Wages	$80,867	$144,551	As Incurred	Before Opening	Employees, Contractors
Miscellaneous Non–Tangible Asset Costs [17]	$18,637	$35,956	As Incurred	Before Opening	Suppliers, Professionals
Additional Funds for 3 Month Initial Period [18]	$130,820	$194,504	Monthly Payments for Recurring Fees, As Incurred for Other Expenses	After Opening	Us, Employees, Suppliers, Utilities
Total Estimated Initial Investment [19,20]	**$12,274,670**	**$14,268,857**	**The table does not include the cost of purchasing or leasing real estate.**		
Total Cost per Room	**$127,861**	**$148,634**			

The above table provides an estimate of the initial investment required for a Chain Facility. These figures exclude the cost of land.

1. See Item 5 for amount or formula of each fee. We may defer payment of the Initial Fee. See Item 10. Unless otherwise noted, all fees are non-refundable.

2. This is the fee for the required photos for your Facility. The low end of the range is the cost for the required photo package and the high end of the range assumes you will require additional photographs to meet certain third-party requirements.

3. The low and high end of the range includes your Continuing Education Fee. It also includes the tuition for your general manager to attend the required Hospitality Management Program and the cost for up to three days of required Opening Training. The high end of the range presumes an additional representative will also attend and pay the tuition for our Hospitality Management Program.

4. The low and high end of the range presumes that your general manager /owner will drive to our required Hospitality Management Program and incur minimal travel costs and mid-level travel and entertainment expense. It also includes facilitator travel and entertainment for up to three days of required Opening Training. The high end of the range presumes an additional representative will also attend our Hospitality Management Program and incur significant travel and entertainment costs, including airfare and car rental.

5. We do not require a market or feasibility study. We strongly suggest that you obtain one from a reputable consultant to confirm your decision to construct a Chain Facility and to provide potential financing sources with independent information on prospects for the Facility. We reserve the right to obtain, or to require you to obtain at your expense, as a condition for receiving our approval of the site, a positive market feasibility study prepared by a nationally prominent independent accounting or consulting firm we approve.

6. You may either purchase or lease the land on which the Facility will be built. You need approximately two to four acres for a 96 suite Facility. We are unable to estimate the cost of real property acquisition or leasing as it will vary substantially depending on the location, size, condition, and the market value of the property involved and also by general economic conditions. If you lease the land, the lease must extend for the term of the Franchise Agreement. Locations near an airport, convention center, major highway route, or another location providing easy access for a traveler are desirable.

7. This range includes the costs for permit fees, utility deposits and related fees, environmental studies, architectural (and structural, mechanical, electrical and plumbing engineering) fees to adapt our prototypical plans and specifications to meet requirements and local code. This item does not include impact fees which may be assessed by local authorities or site evaluation fees, geotechnical report fees, or civil engineering fees. You should check with the applicable local authorities to determine if impact fees are assessed and, if so, how they are calculated and the amount to be charged to your Facility. Fees vary widely depending on your specific location and situation.

8. This range includes general construction, minimal site work and landscaping. The cost of construction may vary substantially from location to location. The type of construction used, cost of materials, labor costs, local code requirements and other factors will affect the cost.

9. This amount is calculated as 5% of Facility Construction costs.

10. The amount presented includes costs associated with guest room and public area high speed Internet access, PBX/telephone system (including consoles and guest room and administrative telephones) and television system. The low range assumes you will procure all of the above and you purchase the base system equipment. The high end of the range assumes you will procure all of the above, and also assumes that you acquire top of the line equipment for which to operate the PMS.

11. You must purchase, lease or otherwise acquire the computerized hospitality property management system/computer ("PMS") that has been designated by us. This amount is for the Standard OPERA Cloud system with on-site installation. This amount does not include additional interface fees which may be required based on optional interfaces you may utilize at the Facility. See Item 11 for information about the PMS.

12. Includes furniture, fixtures and equipment ("FF&E") for all areas of the Facility including guest rooms and public areas. These items are typically driven by the decorative furnishings package. The estimate presumes that you will install our approved interior design package in all guest rooms and public areas. Items included in the interior design package for the guest room and public areas may include flooring surfaces and bases; artwork and mirrors; casegoods; bathroom fixtures such as vanity bases, counters and shower tile; decorative bedding; lighting; seating; soft and upholstered goods; wallcoverings; and window treatments. This range includes procurement service provider fees estimated at 11% to 17% of the total cost of the FF&E purchased. The figures above do not include tax, freight or installation, which should be confirmed prior to purchasing.

13. Includes cost of materials and installation for one pylon/monument sign, and one wall mounted sign/channel letters. The low end of the range presumes that you will be able to utilize the existing column for your pylon sign. The upper end of the range presumes that you will need to install a new column. Your actual cost will depend on many variables including sign size, materials and height, distance signs must be shipped, local labor costs, and local ordinances. This cost does not include local taxes and permits.

14. Operating supplies and equipment ("OS&E") includes items required by System Standards such as mattresses/box springs, bed frames and bases, televisions, linens, logoed items, housekeeping supplies, guestroom and bathroom amenities/supplies, safes, cribs, luggage racks, interior signage, breakfast display equipment, floor mats, PPE, sundry shop items & equipment. The low end of the range assumes you will purchase the required OS&E to open in compliance with System Standards. The high end of the range assumes you have chosen to purchase optional/suggested items not required by System Standards, but which you might choose to purchase, such as additional linens, rollaway beds, guest laundry equipment, etc. The figures above do not include tax or freight. These costs should be confirmed prior to purchasing.

15. You must obtain and maintain the minimum levels and types of insurance specified in the Franchise Agreement and System Standards. Insurance costs vary widely depending on location, prior business history, size of the Facility, type of insurance, and prior loss experience. This estimate includes the annual cost for required commercial general liability, umbrella/excess liability, and comprehensive automobile liability coverage, and does not include costs for workers' compensation, employer's liability, business interruption, or other policies. Insurance requirements are summarized in Item 8 and are subject to change. You should obtain a quote from your insurance company for the required coverage.

16. The range assumes that, at a minimum, you will engage in a six-month digital advertising campaign via a third-party company.

17. Includes attorneys' and accountants' fees, business license fees, bank fees, the cost of back-office accounting systems, and similar business startup expenses.

18. This amount is an estimate and includes the Recurring Fees you will pay us after opening. It does not include debt service payments or rent. Our estimate is based on our experience and the experience of our Lodging Affiliates and their franchisees in operating similarly situated brands over the last two years. These expenses include labor costs. We do not guarantee that you will not have additional expenses starting the business.

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

20. We also offer an opportunity to build a new construction Dual Brand Operation Facility. (See Item 1) After adjusting for the difference in construction, FF&E and other dual brand-specific costs, we estimate that the total Estimated Initial Investment for a Dual Brand Operation Facility is $13,025,066 to $16,469,274 or between $126,457 to $159,896 per room. These estimates are based on a 103-room prototype consisting of 73 La Quinta rooms and 30 Hawthorn rooms.

Your Estimated Initial Investment For A 100 Room Conversion Facility					
Type of Expenditure	**Amount [1]**		**Method of Payment**	**When Due**	**To Whom Payment is to be Made**
Initial Fee (inclusive of Application Fee) [1]	$40,000	$40,000	Lump Sum	$2,500 with Application, balance at signing of Franchise Agreement	Us
Photos [2]	$2,750	$5,000	As Incurred	After Opening	Us, Wyndham Hotel Group
Training Tuition [3]	$5,700	$7,100	As Incurred	Before Opening	Us, Wyndham Hotel Group
Training Expenses [4]	$2,700	$4,450	As Incurred	Before Opening	Facility, Restaurants, Airlines, Car Rental Agency,General Managers, Travel provider
Temporary Signage [5]	$0	$1,250	As Incurred	Before Opening	Us, Wyndham Hotel Group
Market Study [6]	$5,000	$12,000	Lump Sum	Before construction	Feasibility Consultant
Architecture, Design and Engineering, Phase I Environmental, Permits, Licenses, Deposits and Related Fees [7]	$0	$206,000	As Incurred	Before Opening	Architects, Engineers, Consultants, Government Agencies, Suppliers, Utility Companies, and other Professionals
Facility Improvements [8]	$0	$4,603,431	As Incurred	Before Opening	Contractors, Subcontractors, Suppliers, and third-party Vendors
Conversion Contingency [9]	$0	$230,172	As Incurred	Before Opening	Contractors, Subcontractors, Suppliers, and third-party Vendors

Your Estimated Initial Investment For A 100 Room Conversion Facility					
Type of Expenditure	**Amount [1]**		**Method of Payment**	**When Due**	**To Whom Payment is to be Made**
Technology Systems [10]	$0	$70,132	As Incurred	Before Opening	Computer Supplier, Professionals
Property Management Set-Up and Installation [11]	$19,400	$19,400	Lump Sum	Before Opening	Us, Affiliate
Furniture, Fixtures and Equipment [12]	$56,554	$1,602,943	As Incurred	Before Opening	Vendors, Suppliers
Signage [13]	$20,000	$100,000	As Incurred	Before Opening	Vendors, Suppliers
Opening Inventory [14]	$9,035	$451,181	As Incurred	Before Opening	Vendors, Suppliers
Insurance [15]	$25,000	$85,000	Lump Sum	Before Opening	Insurance Carrier
Grand Opening Advertising [16]	$3,000	$15,000	As Incurred	Before Opening	Advertising Media, Agency
Miscellaneous Non-Tangible Asset Costs [17]	$7,163	$22,297	As Incurred	Before Opening	Suppliers, Professionals
Additional Funds for 3 Month Initial Period [18]	$132,901	$196,585	Monthly Payments for Recurring Fees, As Incurred for Other Expenses	After Opening	Us, Employees, Suppliers, Utilities
Total Estimated Initial Investment [19]	**$329,203**	**$7,671,941**	**The table does not include the cost of purchasing or leasing real estate.**		
Total Cost per Room	**$3,292**	**$76,719**			

The above table provides an estimate of the initial investment required for a Chain Facility. These figures assume that you already own the Facility.

1. See Item 5 for amount or formula of each fee. We may defer payment of the Initial Fee. See Item 10. Unless otherwise noted, all fees are non-refundable.

2. This is the fee for the required photos for your Facility. The low end of the range is the cost for the required photo package and the high end of the range assumes you will require additional photographs to meet certain third-party requirements.

3. The low and high end of the range includes your Continuing Education Fee. It also includes the tuition for your general manager to attend the required Hospitality Management Program and the cost for up to

three days of required Opening Training. The high end of the range presumes an additional representative will also attend and pay the tuition for our Hospitality Management Program.

4. The low and high end of the range presumes that your general manager /owner will drive to our required Hospitality Management Program and incur minimal travel costs and mid-level travel and entertainment expense. It also includes facilitator travel and entertainment for up to three days of required Opening Training. The high end of the range presumes an additional representative will also attend our Hospitality Management Program and incur significant travel and entertainment costs, including airfare and car rental.

5. The low end of the range assumes you have your signage installed prior to open. The high end of the range assumes you need a temporary sign cover in order to open before permanent signage is installed.

6. We do not require a market or feasibility study. We strongly suggest that you obtain one from a reputable consultant to confirm your decision to construct a Chain Facility and to provide potential financing sources with independent information on prospects for the Facility. We reserve the right to obtain, or to require you to obtain at your expense, as a condition for receiving our approval of the site, a positive market feasibility study prepared by a nationally prominent independent accounting or consulting firm we approve.

7. The low end of the range presumes that the Facility is in excellent condition and does not need any architectural, design or engineering work. The high end of the range presumes that the Facility will undergo a comprehensive renovation and incur the costs for permit fees, utility deposits and related fees, environmental studies, architectural (and structural, mechanical, electrical and plumbing engineering) fees to adapt our prototypical plans and specifications to meet requirements and local code. This item does not include impact fees which may be assessed by local authorities or site evaluation fees, geotechnical report fees, or civil engineering fees. You should check with the applicable local authorities to determine if impact fees are assessed and, if so, how they are calculated and the amount to be charged to your Facility. Fees vary widely depending on your specific location and situation.

8. The low end of the range assumes that the Facility's exterior, public areas, guest rooms and plumbing, heating, ventilation, air conditioning and other systems are in good condition and meet System Standards. The high end of the range assumes that the Facility requires extensive structural renovations to meet System Standards, and the exterior, public areas and guest rooms are in poor condition and require refinishing. (e.g., exterior walkways, swimming pool surface, landscaping, and ceiling tile).

9. This amount is calculated as 5% of Facility Improvement costs.

10. The amount presented includes costs associated with guest room and public area high speed Internet access, PBX/telephone system (including consoles and guest room and administrative telephones), television system and system equipment. The low end of the range presumes that you own adequate equipment to operate the PMS, the Facility's PBX/telephone, television, and high- speed Internet access systems meet our standards and specifications and do not need to be upgraded. The high end of the range presumes that the Facility's high-speed Internet access, PBX/telephone and television systems all need to be replaced. The high end of the range presumes that you need to acquire equipment needed to operate the PMS.

11. You must purchase, lease or otherwise acquire the computerized hospitality property management system/computer ("PMS") that has been designated by us. This amount is for the Standard OPERA Cloud system with on-site installation. This amount does not include additional interface fees which may be required based on optional interfaces you may utilize at the Facility. See Item 11 for information about the PMS.

12. Includes furniture, fixtures and equipment ("FF&E") for all areas of the Facility including guest rooms and public areas. These items are typically driven by the decorative furnishings package. The low end of the range assumes that the existing FF&E are in excellent condition and meet System Standards. The high end of the range assumes that most of the existing FF&E are in poor condition and need to be replaced. The

estimate presumes that you will install our approved interior design package in all guest rooms and public areas, which may include flooring surfaces and bases; artwork and mirrors; casegoods; bathroom fixtures such as vanity bases, counters and shower tile: decorative bedding; lighting; seating; soft and upholstered goods; wallcoverings; and window treatments. This range includes procurement service provider fees estimated at 11% to 17% of the total cost of the FF&E purchased. These figures do not include tax, freight or installation, which should be confirmed prior to purchasing.

13. Includes cost of materials and installation for one pylon/monument sign, and one wall mounted sign/channel letters. The low end of the range presumes that you will be able to utilize the existing column for your pylon sign. The upper end of the range presumes that you will need to install a new column. Your actual cost will depend on many variables including sign size, materials and height, distance signs must be shipped, local labor costs, and local ordinances. This cost does not include local taxes and permits.

14. Operating supplies and equipment ("OS&E") includes items required by System Standards such as mattresses/box springs, bed frames and bases, televisions, linens, logoed items, housekeeping supplies, guestroom and bathroom amenities/supplies, safes, cribs, luggage racks, interior signage, breakfast display equipment, floor mats, PPE, sundry shop items & equipment. The low end of the range presumes that you will need to purchase certain Mark-bearing items required by System Standards. The high end of the range presumes that your inventory of operating supplies needs to be replaced in its entirety to open in compliance with System Standards and that you have chosen to purchase optional/suggested items not required by System Standards, but which you might choose to purchase, such as additional linens, rollaway beds, guest laundry equipment, etc. The figures above do not include tax or freight. These costs should be confirmed prior to purchasing.

15. You must obtain and maintain the minimum levels and types of insurance specified in the Franchise Agreement and System Standards. Insurance costs vary widely depending on location, prior business history, size of the Facility, type of insurance, and prior loss experience. This estimate includes the annual cost for required commercial general liability, umbrella/excess liability, and comprehensive automobile liability coverage, and does not include costs for workers' compensation, employer's liability, business interruption, or other policies. Insurance requirements are summarized in Item 8 and are subject to change. You should obtain a quote from your insurance company for the required coverage.

16. The range assumes that, at a minimum, you will engage in a six-month digital advertising campaign via a third-party company.

17. Includes attorneys' and accountants' fees, business license fees, bank fees, the cost of back-office accounting systems, and similar business startup expenses.

18. This amount is an estimate and includes the Recurring Fees you will pay us after opening. It does not include debt service payments or rent. Our estimate is based on our experience and the experience of our Lodging Affiliates and their franchisees in operating similarly situated brands over the last two years. These expenses include labor costs. We do not guarantee that you will not have additional expenses starting the business.

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

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

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

Standards and Specifications

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

You will obtain and maintain during the term of the agreement the insurance coverage required by Section 3.8 of the Hawthorn Franchise Agreement and under the System Standards Manual, which is outlined below. All Hawthorn Facilities must have active insurance coverage effective at the start of construction or renovation and in continuous force while operating under the Hawthorn System or as a Hawthorn. Each insurance policy must include as a named insured the party or parties (and their respective successors or assigns) that are identified as the "Franchisee" or "Franchisees" in the Franchise Agreement. Coverage must be on an occurrence basis. Each liability policy must name as an additional insured all of the following: Hawthorn Suites Franchising, Inc.; Wyndham Hotels & Resorts, Inc.; Wyndham Hotel Group, LLC; and all related entities and all of their current and former subsidiaries, affiliates, successors, and assigns, as their interests may appear. Each liability policy must provide that the insurance coverage for each additional insured is primary and is not contributory with or excess of any insurance coverage that may be available to an additional insured.

Specific coverages include Commercial General Liability Insurance with minimum coverage of $1,000,000 combined single limit per occurrence covering premises, products, independent contractors, bodily injury, personal injury, contractual and advertising liability, property damage, and insured contract liability; Liquor Liability with minimum coverage of $1,000,000 per occurrence as well as inclusion in excess liability coverage if beer, liquor, or alcoholic beverages are sold or served on site, including but not limited to, by restaurants or lounges, minibars, or vending machines; Comprehensive Automobile Liability Insurance with minimum coverage of $1,000,000 combined single limit per occurrence on all vehicles; Worker's Compensation in compliance with state laws; Employers Liability Insurance with minimum coverage of $100,000; Business Interruption (Loss of Earnings) Insurance with a minimum of $100,000 of coverage, actual loss or twelve (12) months sustained; and Umbrella/Excess Liability Insurance at least as broad as the required underlying coverage, with minimum limits of liability of $3,000,000 per occurrence. In addition, each Franchisee with an on-site restaurant, including but not limited to an owned or leased lounge or recreational facility space, must require that the operator satisfy the minimum insurance requirements listed in the System Standards Manual.

The failure to carry insurance coverage meeting the requirements described in the System Standards is a material default under the Franchise Agreement and may be grounds for termination of the Franchise Agreement. In addition, should you for any reason fail to procure or maintain the insurance required, we have the right and authority (without, however, any obligation) to immediately procure such insurance and to charge the cost thereof to you, which charge, together with a reasonable fee for our expenses in so acting, will be payable by you immediately upon demand.

We estimate that the items you purchase meeting System Standards will represent approximately 50% to 75% of your total initial expenditures for goods and services in establishing a new construction or

conversion Facility. We expect that these items will represent approximately 18% to 23% of your annual purchases and leases.

Approved Suppliers

To support the purchasing efforts of our franchisees, we and/or our affiliate WSSI negotiate purchasing terms, including price, volume discounts and commissions, on a range of products and services. In doing so, we and WSSI seek to promote the overall interests of our and our affiliates' lodging systems, management companies, and interests as franchisors. Currently, we and/or WSSI identify certain suppliers of products and services with whom we and/or WSSI may have negotiated purchase terms, who are then designated as "Approved Suppliers." You may purchase products and services directly from these Approved Suppliers through supplier-provided websites or through more traditional means. We may provide your contact information to our Approved Suppliers and you may be contacted by our Approved Suppliers.

Suppliers not on the Approved Supplier list that are interested in doing business with us or the Lodging Affiliates must apply by registering online at our Supplier Registration site http://wyndham.supplierone.co. Interested suppliers are evaluated and potentially approved according to an approval process established by WSSI. Currently, WSSI does the evaluations and approvals. The specific criteria and processes utilized by WSSI in the approval process are not disclosed to franchisees. WSSI will review a supplier that has registered with the Supplier Registration site on an as-needed basis. Currently, there is no fee for WSSI to review supplier applications.

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

Approved Suppliers generally pay WSSI a commission based upon the volume of sales to franchisees. Commissions typically are a percentage of net or gross sales to franchisees, and usually range from 0% to 5% of net or gross sales to franchisees, but can sometimes be as high as 10%. WSSI may enter into other commission arrangements with Approved Suppliers from time to time, such as a fixed fee per purchase order, on the basis of arms' length negotiations.

In 2024, our and the Lodging Affiliates' net revenues from franchisees' purchases of products or services required by or subject to our or the Lodging Affiliates' respective System Standards was approximately $7.9 million, or approximately 0.56% of WHR's total net revenues of $1.408 billion (as reflected in its consolidated statements of income (loss) for 2024); and our and the Lodging Affiliates' net revenues from franchisees' purchases of optional products or services was approximately $9.0 million, or approximately 0.64% of WHR's total net revenues of $1.408 billion.

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

Required Purchases from Approved Suppliers

The only items you must buy from an Approved Supplier are items bearing the Marks (such as signage, supplies, and digital photographs); certain elements necessary to create a brand-defining ambience (such as

music, scent, or specific décor), and/or services related to health and safety (which includes sanitation and cleanliness); the firm you retain to prepare a market feasibility study for your Facility (if any); and certain technology systems, including guest wireless high-speed internet access, credit card acquiring services; and your PMS (although you will pay us, or an affiliate, for certain services related to your PMS, and may be required to pay us, or an affiliate, for certain services related to your guest wireless high-speed internet access system). There may be only one Approved Supplier for certain items bearing the Marks or related to health and safety and we do not plan to approve other suppliers. In addition, there is only one Approved Supplier for the required PMS and there is only one Approved Supplier for the credit card gateway services you must use with the PMS. Otherwise, you can purchase items from any party you wish as long as the items meet our System Standards. We may designate sole Approved Suppliers for various items, which may include us or an affiliate. We and our affiliates intend to make a profit on any items we or they sell to you.

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

We may offer, in our sole discretion as business circumstances warrant, certain "Development Incentives" that may be disbursed to you or to a third party on your behalf, for the approved use of constructing or renovating your hotel (see Item 10). If the Development Incentive is to be issued to you, we may require you to use the services of an approved procurement service provider or purchase approved goods directly from a manufacturer or Approved Supplier. The fee procurement services providers charge is typically 11% to 17% of the total cost of the furniture, fixtures, and/or equipment purchased.

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

ITEM 9. FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document. [1]

Obligation	Section in Franchise Agreement and Dual Brand Addendum ("DBA")	Section in Revenue Management Agreement	Section in Remote Sales and Services Agreement	Section in Signature Reservation Service Agreements	Section in Master Information Technology Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	3.1, Schedule D, DBA Recitals (if applicable)	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Items 7, 8, 11
b. Pre-opening purchases/leases	3.1, 3.8, 3.10, 3.15, Schedule D	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Items 5, 7, 8, 11

Obligation	Section in Franchise Agreement and Dual Brand Addendum ("DBA")	Section in Revenue Management Agreement	Section in Remote Sales and Services Agreement	Section in Signature Reservation Service Agreements	Section in Master Information Technology Agreement	Disclosure Document Item
c. Site development and other pre-opening requirements	3.1, Schedule D, DBA Recitals (if applicable)	1.	1.	Schedule A	Not Applicable	Items 5, 6, 7, 11
d. Initial and ongoing training	3.3, 4.1, DBA Section 5.c and Exhibit A (if applicable).	Not Applicable	Exhibit A	Not Applicable	Attachment 1.1; Oracle Schedule Attachment 1.1; MOP Schedule 1.3, Attachment 1.1	Items 6, 7, 11
e. Opening	3.1, Schedule D, DBA 5.d (if applicable)	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Item 11
f. Fees	3.7, 3.9, 3.12, 3.14, 3.15, 4.1, 4.2, 4.3, 4.8, 6, 7, 9.3, 9.4, 11.4, 12.1, 12.2, 13.1, 13.2, 15.6, 17.4, Schedule C, Schedule D, DBA Section 5.b and Exhibit A (if applicable)	3., Exhibit A	3., Exhibit A	1.	2, 3.1, 4; 15.5; Oracle Schedule 4, Attachment 4.1, MOP Schedule 4.1	Items 5, 6, 11, 17
g. Compliance with standards and policies/operating manual	3.2, 3.3, 3.4, 3.6, 3.7, 3.8, 3.10, 3.11, 3.12, 3.13, 3.15, 4.1, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 7.1, 7.5, 9.3, 13.1, 13.2, 15.4, 15.6, Schedule D, DBA Sections1, 3, 5 (if applicable)	1., 7, 11	1., 7, 11	Not Applicable	3.6, 8.1, 8.2, 8.4; Oracle Schedule 3.3, Attachment 2.4; MOP 3.3.1	Items 8, 11

Obligation	Section in Franchise Agreement and Dual Brand Addendum ("DBA")	Section in Revenue Management Agreement	Section in Remote Sales and Services Agreement	Section in Signature Reservation Service Agreements	Section in Master Information Technology Agreement	Disclosure Document Item
h. Trademarks and proprietary information	3.4, 3.10, 3.11, 4.4, 4.5, 4.8, 8.3, 9.1, 9.2, 11.2, 13.1, 15.1, 15.2, 15.4, 15.5, 15.6, DBA Section 5.e (if applicable)	Not Applicable	Not Applicable	Not Applicable	3.1, 3.2, 3.3, 3.5, 5.1, 7.3, 8.5, Attachment 1.1; Oracle Schedule 3.1, 3.3; MOP Schedule 2.2	Items 8, 13, 14
i. Restrictions on products/services offered	3.2, 3.4, 3.11, 3.12	1.	1.	3.	3.2	Items 8, 16
j. Warranty and customer service requirements	3.2, 3.4, 3.11	8.	8.	5.	6.2, 9; Oracle Schedule 5.2; MOP Schedule 5.2	Items 6, 11
k. Territorial development and sales quotas	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
l. Ongoing product/service purchases	3.10, 4.2, 4.4, 15.6	Exhibit A	Exhibit A	3.	2, 3, 6.1; Oracle Schedule 2, 3, Attachment 1.1, 2.2, 2.3, 2.4, 4.1; MOP Schedule 2, Attachment 2.2, 2.3	Item 8
m. Maintenance, appearance and remodeling requirements	3.1, 3.2, 3.12, 3.14	Not Applicable	Not Applicable	Not Applicable	2.1;	Items 6, 8, 11
n. Insurance	3.8, Schedule D	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Items 6, 7, 8
o. Advertising	3.4, 4.3, 7.1.2, 15.6	Not Applicable	Not Applicable	Schedule A	Not Applicable	Items 6, 11
p. Indemnification	8, Schedule C	Not Applicable	Not Applicable	Not Applicable	10.1; Oracle Schedule 6.1; MOP Schedule 6.1	Item 6
q. Owner's participation/ management/staffing	3.2, DBA 5.c (if applicable)	2., Exhibit A	2., Exhibit A	Schedule A	3.6, 4.5; Oracle Schedule	Items 11, 15

Obligation	Section in Franchise Agreement and Dual Brand Addendum ("DBA")	Section in Revenue Management Agreement	Section in Remote Sales and Services Agreement	Section in Signature Reservation Service Agreements	Section in Master Information Technology Agreement	Disclosure Document Item
					3.3, 5.1; MOP Schedule 3.3	
r. Records and reports	3.6	Exhibit A	Exhibit A	Schedule A	3.6, 8.2, 8.3, 10.1; Oracle Schedule 3.3	Item 6
s. Inspections and audits	3.7, 4.8, Schedule D	Exhibit A	Exhibit A	Not Applicable	3.2; Oracle Schedule Attachment 2.4	Items 6, 11
t. Transfer	9, DBA Section 3 (if applicable)	Not Applicable	Not Applicable	Not Applicable	4.1, 13.2; Oracle Schedule 4.1; MOP Schedule 4.1	Items 6, 17
u. Renewal	5, DBA Section 2 (if applicable)	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Item 17
v. Post-termination obligations	12, 13, DBA Sections 4.e, 4.f (if applicable)	Not Applicable	Not Applicable	Not Applicable	13.5, 15.9, 15.16	Items 6, 17
w. Non-competition covenants	3.11, 2, DBA Section 6.a (if applicable)	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Item 12
x. Dispute resolution	11.4, 17.6.1, 17.6.2, 17.6.3, 17.6.4, 17.6.5	6.	6.	4.	15.5, 15.8, 15.15	Item 17
y. Other: Guaranty of franchisee obligations	Guaranty (Attachment to the Franchise Agreement) DBA Section 6.b (if applicable)	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Note 1

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

ITEM 10. FINANCING

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

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

Development Incentive Financing. We may offer certain "Development Incentives" for new construction and conversion Chain Facilities. The incentives are based on various factors and are determined in our sole discretion. These factors may include the number of rooms and location of the proposed Facility, market overview, surrounding hotels, demand drivers, and a feasibility study. The Development Incentive is a loan that is not subject to repayment unless the franchise terminates before the end of the term of the Franchise Agreement for the Facility or a Transfer occurs. The Development Incentive is typically funded shortly after the Facility's Opening Date, Subsequently, at each anniversary of the Facility's Opening Date, $1/20^{th}$ of the original amount of the Development Incentive is forgiven without payment (based on the Term of the Franchise Agreement) such that the Development Incentive Note is fully forgiven at the end of the Term. If the franchise terminates or is transferred before the expiration of the Term, you must repay the balance of the Development Incentive. The Development Incentive Note bears no interest except in the case of default, in which case the interest rate will be 18% per annum (1.5% per month) or the highest rate allowed by law. If you must repay the balance of the Development Incentive and fail to make any required payment on time, we may demand that you immediately pay the Development Incentive in full. Default under the Development Incentive Note will constitute a default under the Franchise Agreement. We do not typically require any additional security for the Development Incentive Note, but reserve the right to do so in certain circumstances depending on the amount of the Development Incentive and the creditworthiness of you and your principals. The Development Incentive Note may be prepaid at any time without penalty. If the Development Incentive Note is collected by or through an attorney, we will be entitled to collect reasonable attorney's fees and all costs of collection.

To receive the Development Incentive, you and your principals, as co-makers, must sign a Development Incentive Note, which will specify the amount of the incentive, in the form attached to Exhibit C-1 when

you sign and deliver to us the Franchise Agreement. If you and/or your principals are residents of community property or certain other states, your and /or their spouses must also co-sign the Development Incentive Note. In addition, you must sign an addendum to the Franchise Agreement, agreeing to make all payments due under the Franchise Agreement and ancillary agreements through electronic funds transfers through the ACH (automated clearing house) system. You must provide us with a current balance sheet, loan documents and other information we request detailing the total cost of the Facility, the amount being financed, and your equity investment in the Facility. If we offer you a Development Incentive, you may not be eligible for any reduction in Initial or Recurring Fees (see Items 5, 6 and 15). The Development Incentive program may be modified, limited, extended, or terminated at any time without advance notice or amendment of this Franchise Disclosure Document.

The Development Incentive will be disbursed after (i) you have passed a final credit review with no material adverse changes in your business, legal, litigation, bankruptcy status or finances, or of your guarantors or the Facility since preliminary approval, (ii) the Facility officially opens with our consent, (iii) you have completed all required pre-opening improvements specified in the Franchise Agreement; (iv) you have paid the Initial Fee; (v) you are in good standing under the Franchise Agreement and all ancillary agreements; and (vi) you have completed any other pre-requisites for disbursement that you and we agree to in the Franchise Agreement. Additionally, we may require you to use the services of an approved procurement service provider, or purchase directly from a manufacturer or approved supplier, as outlined below.

We may offer to issue the Development Incentive in cash or disbursed to a third party on your behalf for the approved use of constructing your hotel, in our sole discretion as business circumstances warrant. If the Development Incentive is to be issued in cash, we may require you to use the services of an approved procurement service provider or purchase directly from a manufacturer or approved supplier. The fee for procurement services is typically 11% - 17% of the total cost of the furniture, fixtures and equipment purchased.

You and your guarantors or co-makers waive traditional defenses, as described above for the Initial Fee Note. With or without notice to or consent from you, your guarantors or co-makers, we may grant renewals, extensions, modifications, compositions, compromises, releases or discharges of other parties. If you transfer the Facility, you must repay the balance of the Development Incentive Note unless the transferee and its principals assume the obligation to repay the Incentive and provide us with such other security as we may require in our sole discretion. If you are purchasing an existing Chain Facility and we approve you to assume the obligation to repay the unamortized balance of the Development Incentive Note, then you must agree to assume all of the same terms under the Development Incentive Note as the original recipient of the Development Incentive.

Women Own the Room ("WOTR") Development Incentive. We offer a special financing program intended to empower women entrepreneurs through hotel ownership. We will provide an approved women-owned franchisee a Development Incentive at a target amount of $2,500 per guest room of the Facility, but not to exceed 50% of the franchisee's equity investment in the Facility. The WOTR program also includes personalized opening and on-going operational guidance and support, which may include complimentary programs or discounts on select support services. To qualify for this program a majority of the legal and beneficial ownership interests of the franchisee must be held by women. We will have sole discretion in determining whether you qualify for the program. All of the other requirements, terms and conditions described above for Development Incentives also apply to the WOTR Development Incentive Program.

Black Owners & Lodging Developers ("BOLD") Support. We offer customized support through our BOLD program, which is designed to engage and advance Black entrepreneurs on the path to hotel ownership. The specific support offered to each BOLD program member is tailored to the individual franchise applicant but will provide personalized opening and on-going operational guidance and support, such as complimentary programs or discounts on select supplemental support services. To qualify for this

program a majority of the legal and beneficial ownership interests of the franchisee must be held by Black entrepreneurs. We will have sole discretion in determining whether you qualify for the program. The support offered to an applicant through the BOLD program may include a Development Incentive, in which case all the other requirements, terms and conditions listed above with regard to Development Incentives will apply.

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

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

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

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

Franchisor's Assistance

Pre-Opening Assistance

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

1. You select the Facility's location and describe it in the Franchise Application. We reserve the right to obtain, or to require you to obtain at your expense, as a condition for receiving our approval of the site, a positive market feasibility study prepared by a nationally prominent independent accounting or consulting firm we approve. Since individual sites are necessarily unique, no listing of relevant factors will be applicable to all sites. However, we believe these factors are important: geographical area; population, density, and other demographic factors; proximity to transportation, major attractions, and destinations; commercial development; traffic patterns; competition; accessibility; and the compatibility of the area with the proposed use. We grant a franchise for a new construction or conversion Facility for a specific location or site only and approve your site when we approve your Franchise Application. There is no specific time limit in which this approval must be completed. However, we typically complete our review of your site and the other elements of your Franchise Application, and award or decline to award you a franchise, within 30 to 60 days after we receive your completed Franchise Application and all supporting documentation. Approval of your application and of the site only indicates our willingness for you to represent the Chain at that site. If we do not approve your application, you will forfeit your application fee. (Franchise Agreement – Application and Schedule D)
2. We will designate a Protected Territory for the Facility in the Franchise Agreement. (Franchise Agreement – Section 2)
3. If you are converting your existing hotel into a Chain Facility, or in the case of a Transfer, we will inspect the Facility and create a PIP of improvements needed before you open the Facility under our service marks and afterwards. The PIP is attached to the Franchise Agreement when it is signed. (Franchise Agreement – Schedule D)
4. For a new construction Facility, we will provide your architect with access to prototype drawings and specifications reflecting the overall design intent for the Facility (the "Prototype Plans"). A member of our Architecture, Design and Construction team will be available to consult with your architect about the plans we provide. We will review and, if appropriate, approve any detailed architectural plans and specifications for constructing a new Facility. We will review any requests

to materially modify or deviate from the plans or specifications after they have become "Approved Plans." We may charge you a fee to review such material modifications to your plans or specifications. (Franchise Agreement – Schedule D)

5. We may inspect the Facility during or following construction or renovation to determine compliance with System Standards and, where appropriate, approve its opening as a Chain Facility. (Franchise Agreement – Schedule D)
6. We will provide you with a copy of, or access to, our Manual, which contains the System Standards and specifications for your Chain Facility, including standards for the furniture, fixtures, and certain equipment used to furnish your Chain Facility. (Franchise Agreement – Section 4.7; for Dual Brand Operations: Dual Brand Addendum Section 1)
7. We will furnish you with written specifications for required products and services, as well as information about Approved Suppliers whose products have been approved for usage, as described in greater detail in Item 8. (Franchise Agreement – Section 4.4)
8. If you wish to deviate from one of our standard interior design packages or to use a custom design package, we will, for an additional fee, review, approve, or provide comments on your interior design package and, following our approval, any subsequent modifications to your package. (Franchise Agreement – Schedule D)
9. We will provide certain Mandatory Support Services to assist you in opening the Facility, as applicable, such as: general manager certification, opening training, digital photography, temporary signage, and continuing education. See Items 5 and 6 for a more detailed description of Mandatory Support Services, when each are applicable, and the fees we charge for them. (Franchise Agreement – Section 1 of Schedule D)
10. We will provide training to you and your general manager as described in this Item below. (Franchise Agreement – Section 4.1; for a Dual Brand Operation: Dual Brand Addendum Section 5.c and Exhibit A)
11. We do not deliver or install equipment, signs, fixtures, opening inventory, or supplies.

Length of Time Before Opening

The typical length of time between the signing of a Franchise Agreement or the first payment for a franchise, and the Opening Date of the Facility depends on the impact of a number of variables including (i) your ability to obtain any necessary financing, (ii) whether the Facility is to be converted from an existing hotel or is to be newly constructed, and (iii) the process required to obtain all necessary permits, licenses and approvals from various government agencies. Typically, the length of time between when we sign the Franchise Agreement and the Opening Date of the Facility aligns with our pre-opening parameters outlined in the next paragraph.

We have established certain parameters for the pre-opening period. You must provide us with proof of ownership of, or an executed lease or ground lease for, (as applicable) the location within 30 days after we sign the Franchise Agreement, or 90 days if you are constructing a new Facility. In cases of an existing facility newly entering the Chain or an existing Chain Facility being transferred, you must begin renovation no later than 30 days after we sign the Franchise Agreement. You must complete the pre-opening phase of the work and be ready, willing, and able to open the Facility under the System no later than 270 days after we sign the Franchise Agreement. In the case of new construction, you must begin construction of the Facility within 18 months after we execute the Franchise Agreement and, complete construction and receive our written approval to open the Facility within 30 months after we execute the Franchise Agreement. (Franchise Agreement – Schedule D)

Continuing Assistance

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

1. We will continue to provide you with access to the confidential Standards of Operation and Design Manual ("Manual") and any other manuals for franchisees which contain specifications for the construction or renovation and operation of the Facility under the System. The Wyndham Rewards Front Desk Guide is a System Standard. These Manuals and System Standards may be amended. The table of contents of the Manual consisting of 163 pages is set forth in Exhibit F. (Franchise Agreement – Section 4.7)
2. We may hold a Chain conference, which may be in the form of a WHR multi-brand conference with special sessions and programs only for our Chain. Currently, we hold a conference approximately every 18 to 24 months, but this is subject to change. We also may hold periodic regional summits throughout the year. (Franchise Agreement – Section 3.9)
3. We or our contractor will conduct announced and unannounced inspections and/or mystery shops of the Facility. (Franchise Agreement – Section 4.8)
4. We will continue to provide you with operational support and information about the Chain by e-mail, telephone, or via the Chain's internal online platform. In addition, our field support team may periodically visit your Facility to provide on-site operational support provided you are in compliance with your obligations under the Franchise Agreement. Our representatives also will consult with you in person when they are at the Facility for compliance inspections, upon your request. (Franchise Agreement – Section 4.6)
5. We will provide access to a proprietary online platform where you can access brand specific information, including System Standards and corporate communications specific to Chain and WHR initiatives. We will offer tools to help support your business including site reporting, industry reporting, bill payment, marketing, Global Sales, Loyalty, and Revenue Management resources as well as access to ratings and reviews, and corporate information. We may, in the future, charge a fee for the support and maintenance of this service.
6. We and our affiliates will continue to provide you with information about Approved Suppliers. See Item 8 above. (Franchise Agreement – Section 4.4)
7. We will provide a computerized Central Reservation System ("CRS"), directly or indirectly through another party or a technological substitute as we may determine, for making reservations at Chain Facilities. See the Computer Systems discussion below. (Franchise Agreement – Section 4.2)
8. We will provide you a service by which certain calls and messages are routed to our professionally trained agents and, in some cases, to digital agents, to answer questions and book reservations on behalf of your Facility. See Exhibit C-6 for the Signature Reservation Service Agreement.
9. Your Facility is required to participate in our revenue management program. We offer comprehensive revenue management programs for additional fees. These programs are available at three levels of service for varying fees: Standard RMS, Premium RMS, and Premium Plus RMS, as further described below. No matter the service level, Revenue Management Services ("RMS") include inventory management, strategic positioning, future demand strategy and targeted promotions and packages, at different frequencies. We reserve the right to evaluate a variety of factors, including but not limited to, your Facility's room count, occupancy rate, trends, and market to determine the most suitable level of service. See Exhibit C-7 and Item 6 for additional description of options and fees.
    - Standard RMS is a service that includes STR review and evaluation, rate and inventory maintenance, as well as scheduled communication two times per week and monthly meetings with your assigned revenue management professional. Your Facility is required to participate

in Standard RMS, at a minimum. However, if your Facility achieves greater than 70% occupancy for 12 consecutive months, it will be required to participate at the Premium RMS level (see directly below).

- Premium RMS is a service that includes inventory management, as well as scheduled communication two times per week and weekly meetings with your assigned revenue management professional, and STR review and recommendations. This level of service is optional unless your Facility achieves greater than 70% occupancy for 12 consecutive months, in which case we will require you to participate at the Premium RMS level.
- Premium Plus RMS includes Premium RMS plus daily recommendations, twice-weekly strategy discussions, and two annual property visits.

Note: Revenue management program participation may not be required if certain alternate criteria we establish from time to time in System Standards have been met.

10. We will provide you with access to a customer experience software platform (currently Medallia), which will aggregate all reviews regarding the Facility from TripAdvisor and other major online travel agency sites, as well as customer surveys. We will respond to certain customer surveys and online reviews of the Facility, including complaints that are posted on third-party travel websites. You will pay us for each review to which we respond, which we will waive during all periods that your Facility maintains a positive overall guest satisfaction score. (Franchise Agreement – Schedule C)
11. You are required to participate in our Remote Sales Service for an additional monthly fee. Under the service, we will assign a designated representative to support your Facility who will respond to group sales leads (within certain parameters authorized by you) and solicit new business for your Facility. Alternatively, you may satisfy this requirement by meeting certain criteria we establish from time to time in System Standards. See Exhibit C-8 and Item 6 for a description of options and fees.
12. We will provide you with, and you will be required to implement, our designated guest engagement platform ("Wyndham Connect") that enables your hotel to communicate with guests via texts to their mobile devices and conduct certain other guest interactions and transactions. There currently is no charge for us providing this platform. First level support for this platform is included in the Hotel Technology Client Support ("HTCS") service provided as part of the Monthly Support and Service Fee described under Property Management System, below.
13. We may choose to bundle certain optional service offerings. If we do so, the fee for such combined offering would not exceed that to be charged if you were to participate in each program individually. We reserve the right to assess your Facility and its performance based on a variety of factors to determine if you qualify for any bundled program offering. If available to you, you must execute the then-current form of agreement for such combined service.

Advertising

We engage in advertising and marketing activities funded by the Marketing and Reservation Contributions that franchisees pay us to promote the Hawthorn network and to maximize the general public recognition, acceptance or use of Hawthorn. The marketing may include various forms of advertising and promotion activities using any media we deem appropriate. Specific advertising activities may include online, broadcast, and print media; sponsorships; e-mail; and direct mail. Advertising may be created and placed internally or by advertising agencies with the participation and supervision of in-house staff. The Fund (as defined below) may also be used to pay for e-commerce, market research, public relations, guest services, training, the CRS, distribution, and the staffing of sales offices that generate corporate, government, tour, and other bookings at Hawthorn hotels and other marketing support. We select the nature and type of advertising copy, media placement, and other aspects of the marketing program. Media coverage may be local, regional or national. We do not have to expend any portion of the Fund or otherwise for marketing

or advertising in your trading area or territory and we do not promise that your Facility will benefit directly or proportionately from marketing activities.

Each franchisee's Marketing and Reservation Contribution will be deposited into a marketing fund (the "Fund"). The amount of this fee is 2.5% of GRR. Neither we nor any affiliate owns any outlets; however, it is our intention that any franchisor-owned outlets and all or substantially all franchisees contribute to the Fund on an equal basis.

The Marketing and Reservation Contributions are not held in trust and we do not manage the Fund in a fiduciary capacity, although its funds are separately accounted for on our books. We administer and apply the Fund at our discretion. We are not required to, nor do we, have the Fund audited. We do not provide reporting to you or other members about its finances. Any monies that remain in the Fund at the end of the year (or deficiencies where the amount spent for marketing exceeds the contributions collected for the year) are carried over into the following year. The Fund may be used to compensate us or an affiliate for any administrative or other services, such as reasonable expenses incurred for accounting, collection, data processing, computer services, bookkeeping, reporting, system maintenance, and legal services that we or the affiliate provide to the Fund to support marketing activities, the CRS, and for our out-of-pocket costs. In addition, we or an affiliate may provide products or services to the Fund. We may earn a profit on these activities, products, and services. However, they will be provided at a cost comparable to the cost that the Fund would otherwise incur if the products or services were obtained from unaffiliated third parties-. In 2024, Fund expenditures were used as follows: 16.3% for media placement (including electronic marketing), 1.2% for production, 16.7% for administration and 65.8% for other expenses (e.g., public relations, guest services, group and corporate sales, field services, and training). In 2024, no portion of the Fund was utilized principally to solicit the sale of new franchises.

You may conduct your own local marketing program if all materials conform with System Standards, including proper usage of the Marks, or are approved in writing by us. At our option, we may offer you advertising copy and other marketing template materials at prices that are designed to reasonably cover our direct and indirect costs. We also may require you to participate in a local or regional advertising program.

We presently do not have an advertising council or a marketing and sales cooperative, although we may consult from time to time with groups of members to solicit their views and input. However, we review the annual marketing and sales plan with the Hawthorn Franchise Advisory Council ("FAC") which acts in an advisory capacity only and provides input on the plan. We have the right to change or dissolve the FAC. In the future, we may establish a local, regional, or market segment-based marketing and sales cooperative ("Co-op") which you may participate in on a voluntary basis. All franchisees in the Co-op will pay dues under the same formula, which will be payable annually in advance of the year in which the marketing and sales are to be done. We will offer matching contributions from the Fund to support qualifying marketing and sales activity by the Co-op. We will administer the activities of the Co-op on its behalf, including collecting dues and performing other bookkeeping functions, organizing Co-op meetings and placing marketing and sales programs. The Co-op will not operate from written governing documents. We will not be required to issue annual or periodic financial statements for the Co-op, however we will create and provide updates to a marketing and sales plan for the coming year, for participating members of the Co-op. We have the authority to form, change, dissolve, or merge the Co-op at our discretion.

Computer Systems

Central Reservation System

We will provide a computerized CRS, or such technological substitute as we may determine, for making reservations at Chain Facilities. (Franchise Agreement – Sections 4.2, 7.1)

During the Term, the Facility will participate in the CRS on an exclusive basis, including entering into all related technology agreements and complying with all terms and conditions which we establish from time to time for participation. The Facility may not book any reservations through any other electronic reservation system, booking engine or other technology.

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

Property Management System

You must procure a PMS, including computer hardware and software and Internet access service, so that the Facility can interface with the CRS.

The PMS books reservations, performs check-in and check-out functions, manages rates and inventory, collects and transmits to the enterprise data warehouse certain information collected about each guest reservation, automates the front desk and operational record keeping of the Facility, and interfaces with other electronic systems at the Facility.

We currently have one approved system under our technology standard as follows. The databases, servers, application servers, and storage for the PMSs are housed at the provider's data center and not at the Facility. We may from time to time, at our option, change or make exceptions to our PMS technology standard. You will be required to execute a Master Information Technology Agreement ("MITA") with us and the Schedule to the MITA for the PMS.

You will subscribe to Oracle's OPERA Cloud Standard PMS, offered as a cloud-based solution. You must pay a one-time Set-Up and Implementation Fee of $19,400. The Set-Up and Implementation Fee includes on-site deployment, installation, and training, including the installation of the Standard Interfaces (as described below). Fees for the set up and installation of additional interfaces range from $525 to $3,050 per interface, including a mandatory $750 RevIQ Standard interface. The Set-Up and Implementation Fee must be paid at least 30 days before the Opening Date of the Facility.

The Set-Up and Implementation Fee includes the installation of "Standard Interfaces," which, collectively, mean interfaces to the CRS; the mobile guest check-in/check-out platform; fundamental and customary hotel systems, such as key locks and telephone systems; and the tokenized credit card interface.

We provide monthly support and services related to your PMS, which currently includes the support of the OPERA PMS; HTCS and Central Rate and Inventory Support Program ("CRISP") services; RevIQ Standard (an automated revenue management and rate solution); the Standard Interfaces; and database and backups and hosting fees, all as further described in the MITA (Exhibit C-2).

The Monthly Support and Service Fee for OPERA Standard ranges from $734 per month to $1,050 per month, depending on the number of rooms at your hotel, as set forth in the MITA. The Monthly Support and Service Fee may be updated from time to time. Additional fees may apply if you select the premium level of RevIQ; if you choose or require additional interfaces to your PMS; and as otherwise necessary to customize the technology solutions to best suit your hotel and its operation.

You will be required to subscribe to any future PMS upgrades when they become available, which may include additional services and fees. You may be required to execute a new PMS Schedule to the MITA or amend your current PMS Schedule. The annual cost of any optional or required maintenance or upgrades contract for OPERA Cloud Standard ranges from $8,388 for a 100-room Facility to $12,000 for a 200-room Facility. These costs will vary depending on the size of your Chain Facility.

The hardware for your Facility's PMS can be purchased from any source so long as it meets our technology standards and minimum technical requirements. We require that you utilize tokenization technology for the transmission of credit card information to and from the PMS. We currently have one approved gateway provider to support tokenization and chip and pin technology. Accordingly, you are required to sign the Hosted Services Agreement with Elavon (Exhibit C-3), which may include additional services and fees, when you sign the MITA and the PMS Schedule. In the future, we may add or discontinue gateway providers in our sole discretion.

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

Network Connectivity Services/Guest Internet

You must obtain network connectivity to enable your PMS to interface with the CRS. You may procure network connectivity through a broadband Internet connection from an ISP, for which you must pay the ISP's service fee. Your network connectivity must meet the system requirements prescribed by Oracle for an OPERA PMS.

You must offer wireless high speed Internet access in all guest rooms, meetings rooms, and public areas at the Facility ("Guest Internet") that meets our Guest Internet System Standards.

Additionally, we may require the use of a standardized portal by which guests access your Guest Internet ("Captive Portal"). If we require a Captive Portal, the terms and conditions for the installation and maintenance of the required equipment and software will be reflected as an exhibit to the MITA.

Preventative Maintenance/Mobile Operations Support Tool

Through your subscription to the OPERA PMS, you may, for a fee, subscribe to an optional third-party mobile device-based system (MOP) for managing and automating tasks such as housekeeping, maintenance, and guest support functions at your Facility. As part of the MOP system, for an additional fee, you also may subscribe to an optional Emergency Safety Device feature that provides panic button functionality to your hotel staff on MOP-enabled mobile devices. With 30 days' written notice, we may mandate subscription to the MOP system or a similar system and supplier in the future, by updating System Standards.

Other Technology Provided by Us

We will provide access to the following programs (access to which is presently at no additional cost to you): one branded email account (as described below); a data platform to facilitate your revenue management; our OTA reconciliation program; and our designated guest engagement platform Wyndham Connect. Wyndham Connect enables your hotel to communicate with guests via texts to their mobile devices and conduct certain other guest interactions and transactions. First level support for these programs and platforms is included in the HTCS services provided as part of the Monthly Service and Support Fee described under Property Management System, above.

We will provide you an email account for your hotel to receive official brand communications from us, as well as to correspond with guests. We reserve the right to discontinue providing email services at any time at our sole discretion. We may employ certain safeguards relating to account access, and reserve the right in the future to place additional access controls on the account in line with best practices (e.g., multi-factor authentication), as well as utilize email or other filtering provided with the service, which may restrict certain potentially harmful content from being received.

Training

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

All personnel employed at your Facility in those positions we designate to receive training must attend and successfully complete our initial training program and other training programs we may require. These programs and their fees are described below. In addition, you are responsible for your employees' travel, lodging and meal expenses and wages while attending any training program. (Franchise Agreement – Section 4.1; for a Dual Brand Operation: Dual Brand Addendum Section 5.c)

Training Administration

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

General Manager Certification (Hospitality Management Program)

We will provide training for your general manager in our Hospitality Management Program ("HMP" or the "Program"). This Program consists of approximately 34 hours of training and may be offered in i) a hybrid, in-person and virtual format or ii) a virtual-only format. In-person components are held in our corporate offices in Parsippany, NJ, as well as at locations local to our corporate offices or central locations in North America. Classroom training can be delivered through various media including in-person (except for the virtual-only format), live webinars or self-paced learning activities on our online training platform, Wyndham University. PowerPoint presentations, participant manuals and additional handouts are utilized during the Program.

If we do not offer HMP within the time periods specified below, required participants must complete the next available Program.

- Initial general manager: no later than 90 days after the Facility's Opening Date; and
- Replacement general manager: no later than 90 days after he/she assumes responsibility as a general manager.

The tuition fee is $2,250 for HMP, if the initial general manager successfully completes this mandatory training program and all related components to our satisfaction within the timeframe noted above. If the general manager does not complete the Program as required, you must pay the initial tuition in addition to the tuition then in effect at the time your general manager completes the Program. Additional employees of the Facility may complete HMP at the same time as your general manager at a tuition fee of $1,400 per participant. If your general manager participates in the hybrid format, you are responsible for all travel, lodging and meal expenses for your general manager. If you own more than one Chain Facility, you must send your initial (and any replacement) general manager from each Facility to HMP within the specified time frames. We reserve the right to require the general manager of your Facility to recertify by attending HMP (or its then equivalent offering), every eight years at the then current tuition.

Human Trafficking Prevention Training

In addition to HMP Training, each general manager is required to take our Human Trafficking Prevention Training course no later than 90 days after the Facility opens, and within 90 days of a subsequent general manager's start date. Your general manager must complete the course biennially, within two calendar years from the last completed training. The material for this course is delivered via Wyndham University's web-based training module. There is currently no fee for this training. If your general manager plans to receive

similar human trafficking prevention training from a third party, the course must be pre-approved if you wish for it to satisfy this requirement. In addition, your general manager must certify on a biennial basis that he or she has trained or caused the training of hotel staff in human trafficking prevention. We will provide training resources to assist in satisfying this requirement through Wyndham University and the Chain's internal online platform. For a Dual Brand Operation, the Human Trafficking Training must be completed and certification maintained by only one general manager who has authority over the entire Facility.

Count on Us® Training

In addition to HMP Training, each general manager is required to take our Count on Us training course no later than 90 days after the Facility opens, and within 90 days of a subsequent general manager's start date. In addition, all team members must complete the required trainings focused on Count on Us included in the Introduction and Overview as well as the Count on Me Certification and Safe Stay Guidelines. In Room Attendants are also required to complete the Public Space and Guest Room Cleaning, Laundry Procedures and Room Attendant Safety trainings. If your Facility provides food service, all applicable team members must complete the Food Service training. Your general manager must certify the training has been completed. The material for this course is delivered via Wyndham University's web-based training module. There is currently no fee for this training. We will provide training resources to assist in satisfying this requirement through Wyndham University and the Chain's internal online platform.

Opening Training

If your Facility is a new construction or conversion hotel, you are required to participate in Opening Training. This training is conducted on-site at your Facility anywhere from two weeks prior to, or up to 30 days after, the Facility's Opening Date. The duration and fee for this training is dependent on the size of your Facility as follows: $750 for 0-50 rooms (1 day); $2,250 for 51-200 rooms (up to 3 days); and $3,750 for more than 200 rooms (up to 5 days), plus travel, lodging and meal expenses of the facilitator. Training topics include Count on Me service culture, Housekeeping, Front Desk, and Wyndham Hotels & Resorts Tools and Resources. PowerPoint presentations, participant manuals, additional content driven handouts, and activities are utilized during this training. For a Dual Brand Operation, you will be required to pay for and your staff participate in one Opening Training for the entire Facility. We may supplement, amend or otherwise modify the Opening Training and General Manager Training (including the cost) to take into account the nature of the Dual Brand Operation.

In 2025, we plan to offer HMP training approximately eight times, spread out over the year. Training may be offered in either format: i) hybrid, in-person and virtual, with the in-person portion held in either our corporate offices in Parsippany, NJ, a location local to our corporate offices, or central locations in North America, or ii) virtual-only. We anticipate that four sessions will be hybrid and four will be entirely virtual. If your general manager attends the hybrid format, we reserve the right to require in-person attendance at specific locations based on the region in which the Facility is located. Human Trafficking Prevention Training and Count on Us Training are available online at any time via Wyndham University and our internal online platform. Opening Training will be conducted at each Facility anywhere from two weeks prior to, or up to 30 days after, the Facility's Opening Date. Required participants must complete all training components to our satisfaction, (including any pre-course activities) as outlined below unless stated otherwise in the Franchise Agreement. Tuition for these programs is subject to increase and is non-refundable.

The charts below show a summary of these programs as they existed on December 31, 2024.

Training Program

Hospitality Management Program			
Subject	**Hours of Classroom Training**	**Hours of On-The-Job Training**	**Location**
Organization and Brand Overview	2 hours	None	Corporate designated location (Hybrid only) or Online
Sales and Marketing Management	7 hours	None	Corporate designated location (Hybrid only) or Online
Revenue Management and Tools	4 hours	None	Corporate designated location (Hybrid only) or Online
Customer Experience / Quality Assurance	3 hours	None	Corporate designated location (Hybrid only) or Online
Property Operations and Tools	9 hours	None	Corporate designated location (Hybrid only) or Online
Leadership and People Management	9 hours	None	Corporate designated location (Hybrid only) or Online
Human Trafficking Prevention Training			
Subject	**Hours of Classroom Training**	**Hours of On-The-Job Training**	**Location**
Human Trafficking Prevention - detection, prevention, and assistance	1 hour	N/A	Virtual
Count On Us® Training			
Subject	**Hours of Classroom Training**	**Hours of On-The-Job Training**	**Location**
Introduction and Overview	15 Minutes	0	Virtual
Public Space and Guest Room Cleaning, Laundry Procedures and Room Attendant Safety	48 Minutes	0	Virtual
Count on Me Certification, Safe Stay Guidelines	90 Minutes	0	Virtual
Food Service (If applicable): Personal Hygiene and Service	15 Minutes	0	Virtual

Opening Training			
Subject	**Hours of Classroom Training**	**Hours of On-The-Job Training**	**Location**
Count on Me Certification; Housekeeping; Front Desk; WHR Tools including Wyndham Community, Electronic Payment Tool, Medallia, and STR reports	Dependent on Days of Training: 8 – 40 hours	Dependent on Days of Training: Up to 30 hours	Your Facility

Notes: The hospitality industry experience of the learning team staff ranges from 28 to 46 years, with an average (mean) of 34 years. Their experience with WHR, its predecessors, the Lodging Affiliates, and us ranges from 2 to 38 years, with an average (mean) of 19 years.

New Owner Orientation

We may hold new owner orientation for franchisees who have not previously owned a Chain Facility or any hotel licensed by the Lodging Affiliates. This training will cover topics including Design and Construction, Brand Standards, Global Sales, Loyalty and Revenue Management. There is no fee for the first attendee of the program which may run for up to three days; however, if training is provided in-person, you will be responsible for your travel, lodging, and meal expenses. Additional attendees may participate, at your option, for a charge of $1,000 each.

Remedial Training

We may require you, your GM and/or Facility staff to participate in remedial training for a fee of up to $1,250 if the Facility (i) receives a "pass with action required" or a failing score on a quality assurance inspection, (ii) receives a score of 6.0 (or then equivalent score) or below in consumer feedback responses, or (iii) experiences significant complaints to our Customer Care Department or posted on third-party travel websites, distribution channels, blogs, social networks, and other forums, as determined by us in our sole discretion. The training may be web-based or in person, at our corporate offices, regional location, or the Facility. If the training is conducted at the Facility, you must provide complimentary lodging and may be responsible for travel-related expenses for our representative. Fees are subject to change by modifying System Standards.

Product Quality Training

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

Wyndham Rewards Training

We reserve the right to require all Chain Facilities to participate in a training program on our customer loyalty program, Wyndham Rewards. All managers must complete a manager specific web-based training and all front desk associates must complete a general web-based training.

Continuing Education

We will provide a comprehensive curriculum of hotel operations training. This training is available to all hotel team members and delivered in the form of live workshops, webinars, playbacks, online courses, videos, job aids, checklists, discounts to industry memberships/certifications, etc. Training topics include Guest Loyalty, Hotel Culture, Guest Service, Leadership/People Management, Quality, Revenue

Management/Generation, Sales/Marketing, Financial Management, Reputation Management, Food and Beverage, Social Responsibility, Hospitality Law, and Hotel Systems (keystroke and best practices).

The cost of ongoing learning and development support for your entire hotel team is $1,200 per year. This fee includes (i) the tuition for two (2) regional workshops, (ii) access to Wyndham University, WHR's learning management system for your entire hotel team, and (iii) service culture support and training materials. For a Dual Brand Operation, you only will be required to pay one Continuing Education fee for access for all of the Facility's team members.

Optional Customized Training

At your request, we may provide customized training for your front desk, restaurant, reservations, housekeeping, engineering, and/or other operations employees. We will determine the number of facilitators and the length and content of the training based on our assessments of your requested training. The cost of any training starts at $750 per day (up to eight hours, whether on-site or virtual), plus travel and lodging expenses for the facilitator(s) if you opt to have the training held on-site at the Facility. Final cost is dependent on the type of training, time and resources required.

Conferences

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

Regional Meetings

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

No-Show and Cancellation Policy

If you or your general manager, or any other member of your staff you designate, fails to register for a required training program within the required time period, or registers for a training program but fails to attend such program as scheduled without, notifying us in advance, whether such attendance is required or optional, we may charge you a No-Show Fee of up to 100% of the tuition for the program. If you, your general manager, or any other member of your staff cancels participation in any training program less than 14 days before it is scheduled to be held, we may charge you a Cancellation Fee of up to 50% of the tuition for the program. No-Show and Cancellation Fees are in addition to the tuition you will have to pay at the then offered rate when you, your general manager, or any other member of your staff attends the program. We may assess you additional No-Show or Cancellation Fees for continued failures by you.

ITEM 12. TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own or manage, or from other channels of distribution or competitive brands that we control. This may include or extended stay lodging facilities, timeshare resorts, vacation or residence clubs, fractional ownership residences, condominiums or the like which are owned, managed or franchised by our current or former affiliates or by companies or brands we or our affiliates acquire. These competitive outlets could be adjacent, adjoining or proximate to your Chain Facility. You will be assigned a "Protected Territory" under Section 2 of the Franchise Agreement in which we will not own, operate or manage another Chain Facility without your consent. We will not permit any additional franchises for a Chain Facility to open in

the Protected Territory after you execute your Franchise Agreement with us. However, any Chain Facility located within the Protected Territory when your Franchise Agreement becomes effective may have its franchise renewed or reissued, expanded for additional guest rooms or, if its franchise terminates or is not renewed, replaced with a replacement Chain Facility having not more than 120% of the guest rooms of the replaced Chain Facility, located within the same trading area.

We will negotiate the Protected Territory with you before you sign the Franchise Agreement. These negotiations will take into account one or more of the following: the nature of the market your Facility will serve (urban/suburban/rural); population density; demographics; natural travel boundaries (such as rivers or impassable lands); what public and private facilities, if any, may generate lodging demand for your Facility (including airports, highways, sports and entertainment venues, colleges, military bases, tourist attractions, hospitals, shopping malls and commercial and industrial activities); the "seasonal" versus year-round nature of the anticipated occupancy of your Facility; the weekend versus weekday anticipated occupancy of your Facility; and other variables. The Protected Territory may be defined as a radius from the door of the Facility or an irregular area bound by one or more streets, highways, governmental jurisdiction boundaries or natural boundaries, or by latitude and longitude and described in words, depicted on a map, or both. In any case, your Protected Territory will be described in Section 2 of the Franchise Agreement. There is no minimum Protected Territory that we offer.

We may own, operate, lease, manage or franchise Chain Facilities anywhere outside of the Protected Territory without restriction or obligation, even if they compete with your Facility. We may grant Protected Territories for other Chain Facilities that overlap your Protected Territory.

Continuation of your territorial rights does not depend upon whether you achieve certain sales volumes, market penetration or other contingencies. We may operate, lease, manage, or license any other party to operate a Chain Facility in the Protected Territory beginning (a) six months before the expiration of the Franchise Agreement, or (b) as of the date that a date for the premature termination of the Franchise Agreement has been confirmed in writing by us. During the term of your Franchise Agreement, neither you nor your owners, officers or directors may own, lease, manage or franchise a timeshare resort, vacation or residence club, fractional ownership residence, condominium/apartment leasing or rental business, or the like, for any facility or business that shares directly or indirectly, common areas, amenities, recreation facilities, services, supplies or support activities with the Facility. You are also prohibited from promoting a different or competing business, including advertising hotels other than Chain Facilities or those of the Lodging Affiliates, and advertising any timeshare or vacation ownership resort not affiliated with us or our current and former affiliates. If you breach this obligation, we may terminate your Protected Territory. Your Protected Territory may be impacted upon a Notice of Condemnation or notice of termination. We have no other rights to modify your Protected Territory during the term of your Franchise Agreement.

We grant you a franchise to operate a Chain Facility only for a specific location we approve. Relocation of a Facility or the establishment of additional Chain Facilities is subject to our usual application procedures and requires the execution of additional Franchise Agreements. Franchisees are not usually granted options, rights of first refusal or similar rights to acquire additional Chain Facilities in their trading area.

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

There are no restrictions on us or our affiliates soliciting or accepting reservations from guests residing in your Protected Territory on behalf of you and other Chain Facilities, and we reserve the right to continue to do so using the Marks. This may include through our toll-free reservation number, our consumer website, electronic or direct mail, or other means.

Our affiliates may own, manage or franchise in your trading area under their service marks described in Item 1 (other than the Marks), (i) lodging facilities, or (ii) timeshare resorts, vacation or residence clubs, fractional ownership residences, condominiums, apartment buildings or the like. As of December 31, 2024, all of our and the Lodging Affiliates' lodging facilities in the United States are franchised. WHR or Wyndham Hotel Group may acquire additional hotel chains in the future which have company owned/operated or franchised properties in your trading area. Any conflicts between you and us regarding territory, customers and our support will be resolved under the Franchise Agreement. We have no procedure for resolving conflicts between you and franchisees of other brands. However, any resolution of any conflicts regarding territory, customers or support services will be entirely within our discretion.

In addition, we provide information about and book reservations for hotels franchised by the Lodging Affiliates through the CRS; call center; digital agents; omni-channel avenues, including consumer websites; and by other means. You will receive no compensation for sales through our distribution channels, unless we make a reservation on your behalf, in which case, you will receive the revenue from the reservation. However, we will prioritize Chain Facilities over other hotels in a destination if there is room availability at Chain Facilities, they meet the guest's search criteria, including closest proximity to a point of reference or point of interest, and they are not in default under their Franchise Agreement. The Lodging Affiliates have reciprocal programs for booking reservations at Chain Facilities. We have the right to provide reservation services to lodging facilities other than Chain Facilities or to other parties.

ITEM 13. TRADEMARKS

We will grant you the right to operate your Facility under the Marks (defined below) "Hawthorn," "Hawthorn Suites," "Hawthorn Suites by Wyndham," "Hawthorn Extended Stay" or "Hawthorn Extended Stay by Wyndham," or any new ones which are included in the System. We may ask or permit you to utilize a secondary designation with the licensed Mark for the Facility.

The following service marks are registered or pending registration on the principal register of the United States Patent and Trademark Office. Affidavits of use and renewal applications have been filed as required by law.

Mark	Registration/ Application Date.	Registration/ Application No.
HAWTHORN SUITES	Registration Date: August 28, 2012	Registration No. 4,198,186
HAWTHORN SUITES BY WYNDHAM	Registration Date: December 7, 2010	Registration No. 3,887,289
HAWTHORN SUITES BY WYNDHAM	Registration Date: December 7, 2010	Registration No. 3,887,288
HAWTHORN SUITES BY WYNDHAM	Registration Date: November 23, 2010	Registration No. 3,881,027
HAWTHORN	Registration Date: September 24, 2019	Registration No. 5,865,224

Mark	Registration/ Application Date.	Registration/ Application No.
Hawthorn EXTENDED STAY	Registration Date: January 9. 2024	Registration No. 7,267,263
Hawthorn EXTENDED STAY	Registration Date: January 9. 2024	Registration No. 7,267,278
Hawthorn EXTENDED STAY BY WYNDHAM	Registration Date: January 9. 2024	Registration No. 7,267,285
HAWTHORN SUITES EXTENDED STAY BY WYNDHAM	Application Date: June 12, 2023	Application No. 98038287

The "Hawthorn," "Hawthorn Suites" and "Hawthorn Extended Stay" marks are owned by USFS. The "Hawthorn Suites by Wyndham" and "Hawthorn Extended Stay by Wyndham" marks are jointly owned by USFS and Wyndham Hotels and Resorts, LLC1, a WHR subsidiary. The Trademark License Agreement between USFS and us has a term which currently extends until May 31, 2024 and automatically renews on an annual basis thereafter unless it is terminated by one party upon 30 days' notice. The Trademark Licensee Agreement may be terminated, by USFS or us, with or without cause, on 30 days' prior written notice. If the Trademark License Agreement expires or is terminated, USFS will assume all of our rights and obligations regarding the Marks and the System under any then effective franchise agreement. Currently, we and USFS intend to renew continually the Trademark License Agreement on or before the expiration of its term. The Trademark License Agreement among Wyndham Hotels and Resorts, LLC, USFS and us for the "Hawthorn Suites by Wyndham" and "Hawthorn Extended Stay by Wyndham" Marks has a term which extends until March 31, 2043.

Except as described above, there are no other agreements that currently limit our right to use or license the Marks in a manner material to the franchise.

Your right to use the Marks and any other symbols, logos, insignia, trademarks or service marks developed for or with your Hawthorn Facility is derived solely from the Franchise Agreement and is limited to the conduct of business under and in compliance with the Franchise Agreement and all applicable specifications, standards and operating procedures we prescribe during the term of the Franchise Agreement. Any unauthorized use of the Marks by you will constitute an infringement of our rights in and to the Marks. You may not use the Marks in your corporate name, partnership name, tradename, name of any business entity, legal name, social media profile or handle name, or in any Internet address or domain used to identify a site on the Internet unless otherwise approved by us, but you may use a Mark in an assumed business or trade name filing, provided such filing is the full name of the property, including any

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

secondary designation as set forth in the Franchise Agreement. You must cooperate to provide us with documents or other evidence necessary to obtain protection for the Marks or to maintain their continued validity and enforceability. As between us, we and our affiliates own all rights in the Marks and associated goodwill. You may not contest our or their interest in the Marks, or assist anyone else to do so.

You must promptly notify us of any unauthorized use of the Marks or marks that are confusingly similar to the Marks. You must notify us of any challenge to your right to use, or the ownership of, the Marks. We alone have the right to control any proceeding or litigation involving the Marks, including any settlement. We need not initiate suit against imitators or infringers who do not have a material adverse impact on your Facility or any other suit or proceeding to enforce or protect the System in a matter we do not believe to be material. We also have the right to keep all sums obtained in settlement or as a damages award in any proceeding or litigation without any obligation to share any portion of the settlement sums or damages award with you. You will cooperate with our efforts to resolve these disputes.

We will indemnify, defend and hold you harmless, to the fullest extent permitted by law, from and against all Losses and Expenses (defined in Appendix A of the Franchise Agreement), you incur in any action or claim alleging that your proper use of the Marks is an infringement of a third party's rights to any trademark, service mark or trade name (Franchise Agreement – Section 8.3). You will promptly notify us in writing when you become aware of any alleged infringement or an action is filed against you. You will cooperate with the defense and resolution of the claim. We may resolve the matter by obtaining a license of the property for you at our expense, or by requiring that you discontinue using the infringing property or modify your use to avoid infringing the rights of others.

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

Other than the uses of the name "Hawthorn" or "Hawthorne" noted below, we do not know of either prior rights or infringing uses that could materially affect your use of the principal trademarks in any state, other than a prior right in Salem, Massachusetts, where a hotel by the name of "Hawthorne Hotel" has been operating since 1918. We have discovered that there are transient lodging facilities (i.e., hotels, motels, inns, and /or bed and breakfasts) that utilize the name "Hawthorn" or "Hawthorne" as part of their trade name. To the best of our knowledge, the non-affiliated transient lodging facilities that use the name Hawthorn or Hawthorne are:

Hawthorne Plaza Inn, Hawthorne, CA
Best Western Plus Hawthorne Terrace Hotel, Chicago, IL
Hawthorne Motel, Chatham, MA
Hawthorne Hotel, Salem, MA
Hawthorn House, Nantucket, MA
Hawthorne Inn & Conference Center, Winston-Salem, NC
Hawthorne Historic Inn, San Diego, CA

We are aware of non-material, unauthorized use of one or more of the Marks as part of third-party domain names.

There are no currently effective material determinations of the United States Patent and Trademark Office, Trademark Trial and Appeal Board, the trademark administrator of any state or any court; no pending

material infringement, opposition or cancellation actions; nor any pending material federal or state court litigation involving the Marks other than as may be stated in this Disclosure Document.

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

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

Under the Franchise Agreement, we may revise the System Standards and you must comply with those changes.

We have an agreement with Oracle as our PMS technology partner, under which they offer cloud-based solutions for property management. We will license to you the right to use the OPERA PMS for the term of your Franchise Agreement, subject to obsolescence or any other early termination of your MITA. We can license or sublicense the PMS to you under our contractual arrangements with Oracle. Limitations on the use of the OPERA PMS are described in Exhibit C-2.

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

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

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

You must notify us promptly of (i) any adverse or infringing uses of the Copyrighted Materials, Confidential Information or other System intellectual property, or (ii) any threatened or pending litigation related to the System against (or naming as a party) you or us of which you become aware. We alone handle disputes with third parties concerning use of all or any part of the System. You will cooperate with our efforts to resolve these disputes. We need not initiate suit against imitators or infringers who do not have a material adverse impact on your Facility, or any other suit or proceeding to enforce or protect the System in a matter we do not believe to be material. We also have the right to keep all sums obtained in settlement or as a

damages award in any proceeding or litigation without any obligation to share any portion of the settlement sums or damages award with you. You will cooperate with our efforts to resolve these disputes.

We will indemnify, defend and hold you harmless, to the fullest extent permitted by law, from and against all Losses and Expenses, you incur in any action or claim alleging that your proper use of the System and any property we license to you, including the Copyrighted Materials or Confidential Information, is an infringement of a third party's rights to any trade secret, patent, copyright, trademark, service mark or trade name for as long as the Franchise Agreement is in full force and effect. You will cooperate with the defense and resolution of the claim. We may resolve the matter by obtaining a license of the property for you at our expense, or by requiring that you discontinue using the infringing property or modify your use to avoid infringing the rights of others.

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

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

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

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

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

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

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

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

electronic or video games, vending machines or similar items that we have not approved. You may not permit any activity at the Facility that would negatively impact the goodwill of the System.

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

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

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

You must participate in our discount rate program we establish from time to time in our sole discretion, as detailed in System Standards. You will provide lodging to eligible individuals (including our employees, franchisees, and others) at the designated discount rate, but no more than two rooms per night.

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

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

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

Provision	Section in Franchise Agreement	Section in Revenue Management Agreement	Section in Remote Sales and Services Agreement	Section in Signature Reservation Services Agreement	Section in Master Information Technology Agreement	Summary
a. Length of the franchise term	5	4.	4.	2.	13; Oracle Schedule 7; MOP Schedule 7.1	20 years, beginning on the first day of the month after the Opening Date of the Facility; right to use OPERA PMS software, CRISP and HTCS services, RMS, RSS and SRS is concurrent with the franchise under the Franchise Agreement, subject to early termination for obsolescence or any other basis for early termination. We may extend the Term to 25 years to satisfy SBA lending standards if your lender requires.
b. Renewal or extension of the term	5, DBA 2	Not Applicable	Not Applicable	Not Applicable	Not Applicable	No renewal or extension rights. For a Dual Brand Operation, if an application for a renewal is granted, you must also renew the La Quinta

Provision	Section in Franchise Agreement	Section in Revenue Management Agreement	Section in Remote Sales and Services Agreement	Section in Signature Reservation Services Agreement	Section in Master Information Technology Agreement	Summary
						Agreement if the Facility is to remain dual-branded.
c. Requirements for franchisee to renew or extend	5, DBA 2	Not Applicable	Not Applicable	Not Applicable	Not Applicable	If we and you elect to renew the franchise, you must (i) sign our then in effect Franchise Agreement, which may have materially different terms and conditions than your original Franchise Agreement, and (ii) pay the then in effect Relicense Fee, which is currently calculated under the same formula as the Initial Fee. For a Dual Brand Operation, if you must apply to renew the Hawthorn Agreement and the La Quinta Agreement if the Facility is to remain dual-branded. The renewal of the Hawthorn Agreement and La Quinta Agreement is subject to the consent of each franchisor, each in its sole discretion.
d. Termination by franchisee	11.3	Not Applicable	Not Applicable	Not Applicable	13.1, 13.3; MOP Schedule 7.2	You may terminate if the Facility suffers a casualty or is condemned; certain notice periods must be observed. If the Facility is taken by the condemning authority before the end of the notice period, you must pay us your average daily Recurring Fees for the number of days remaining in the notice period. You may terminate MOP with 30 days' notice. If we grant you a Franchise Agreement with a 25-year term, you can terminate without cause after 20 years. Any provision regarding termination in the Franchise Agreement is subject to state law.
e. Termination by franchisor without cause	Not Applicable	5.	5.	Not Applicable	13.2; MOP Schedule 7.2	We may terminate the MITA and its Schedules, RMS or RSS for convenience upon 60 days' advance notice. If we grant you a Franchise Agreement with a 25-year

Provision	Section in Franchise Agreement	Section in Revenue Management Agreement	Section in Remote Sales and Services Agreement	Section in Signature Reservation Services Agreement	Section in Master Information Technology Agreement	Summary
						term, we can terminate without cause after 20 years.
f. Termination by franchisor with cause	11.2, 17.1, Schedule D, DBA 4.d	5.	5.	Not Applicable	13.2, 13.3	We may terminate if you default, fail to meet improvement deadlines or provide the Certification, certain events occur, or a material term of the Franchise Agreement is held invalid. For a Dual Brand Operation, we may also terminate if you default under the La Quinta Agreement or if the La Quinta Agreement terminates and you fail to convert the guest rooms previously operated under the La Quinta Agreement to be operated under the Hawthorn Agreement.
g. "Cause" defined – curable defaults	11.1, Schedule D, DBA 4.b	5.	5.	Not Applicable	13.2	10 days to cure monetary, reporting and confidentiality defaults; 30 days to cure other breaches of the Franchise Agreement; Quality Assurance defaults must cure within 90 days if written plan approved and 30 day cure is not feasible. For a Dual Brand Operation, you will also be in default if you default under the La Quinta Agreement.
h. "Cause" defined – non-curable defaults	11.2, 17.1, Schedule D	Not Applicable	Not Applicable	Not Applicable	13.2	You discontinue operation, lose possession or the right to possession of the Facility, you maintain false books, fail to pay debts, misstate or omit a material fact, default twice in one year, contest the marks, act or fail to act in a manner that could be injurious or prejudicial to the goodwill of the marks, an unauthorized transfer occurs, guest health or safety is endangered, a receivership occurs.
i. Franchisee's obligations on termination / nonrenewal	12, 13, 15.4	Not Applicable	Not Applicable	Not Applicable	13.5,15.9,15.16	Complete de-identification, return Manual, pay fees and liquidated damages, repay any Development Incentive loan, honor reservations.

Provision	Section in Franchise Agreement	Section in Revenue Management Agreement	Section in Remote Sales and Services Agreement	Section in Signature Reservation Services Agreement	Section in Master Information Technology Agreement	Summary
						Right to use PMS system ceases.
j. Assignment of contract by franchisor	10	11.	11.	8.	15.14	No restriction on assignments and subcontracts by us, no new obligations to you after we notify you of the assignment.
k. "Transfer" by franchisee – defined	9, Appendix A	Not Applicable	Not Applicable	Not Applicable	4.1, 13.2; Oracle Schedule 4.1; MOP Schedule 4.1	Sale or lease of Facility, change in majority equity ownership, new general partner, public tender offer.
l. Franchisor approval of transfer by franchisee	9	Not Applicable	Not Applicable	Not Applicable	Not Applicable	We have right to approve all Transfers and qualify all transferees in our sole discretion.
m. Conditions for franchisor approval of a transfer	9.3, DBA 3	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Transferee must submit Franchise Application, pay Relicense and Application Fees, sign then current form of Franchise Agreement, and improve Facility to meet standards for conversion Facilities entering the System. You and your owners sign general releases unless restricted by law. You may be obligated to repay a Development Incentive loan or other benefit unless we consent to the transferee assuming the repayment obligation. See Item 10. For a Dual Brand Operation, the Transfer will not be approved unless the same transferee acquires the same interest in the La Quinta Facility as the Hawthorn Facility. The transferee must satisfy all of the same conditions to a Transfer as described in both the Hawthorn Agreement and the La Quinta Agreement.
n. Franchisor's right of first refusal to acquire franchisee's business	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable

Provision	Section in Franchise Agreement	Section in Revenue Management Agreement	Section in Remote Sales and Services Agreement	Section in Signature Reservation Services Agreement	Section in Master Information Technology Agreement	Summary
o. Franchisor's option to purchase franchisee's business	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
p. Death or disability of franchisee	9.4, Appendix A	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Your estate or guardian and their transferees are Permitted Transferees who submit a Franchise Application and sign then current Franchise Agreement, but pay no Relicense or Application Fees and need not improve the Facility.
q. Non-competition covenants during the term of the franchise	2, 3.11	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Neither you nor your owners, officers or directors may own, lease, manage or franchise a timeshare resort, vacation or residence club, fractional ownership residence, condominium/apartment leasing or rental business, or the like, for any facility or business that shares common areas, amenities, recreation facilities, services, supplies or support activities with the Facility. You are also prohibited from promoting a different or competing business at the Facility. In addition, the Facility must not book reservations through any other channel other than our CRS or through approved consumer website(s) or third-party distribution sites.
r. Non-competition covenants after the franchise terminates or expires	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
s. Modification of the Agreement	4.5, 17.2, Schedule C	3., Exhibit A	3., Exhibit A	3.,8.	15.7; 2.2; Oracle Schedule 1.1	System and Manual may be modified; no modifications unless in writing. Marketing/Reservation Contributions, including fees listed in the Franchise Agreement - Schedule C, may change upon 30 days' written

Provision	Section in Franchise Agreement	Section in Revenue Management Agreement	Section in Remote Sales and Services Agreement	Section in Signature Reservation Services Agreement	Section in Master Information Technology Agreement	Summary
						notice to you. We may modify certain schedules of the MITA but not to eliminate software maintenance. RMS, RSS and SRS fees may be increased on 30 days' notice.
t. Integration merger clause	17.7.4	11.	11.	8.	15.2	Only the Franchise Agreement and representations included in this Franchise Disclosure Document are binding (subject to state law). Any other promises may not be enforceable. Notwithstanding the foregoing, no provision in any Franchise Agreement is intended to disclaim the express representations made in this Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	17.6.2	6.	6.	4.	15.15	Disputes arising under the Franchise Agreement, the MITA, the RMS, RSS, and the SRS Agreement may be submitted to non-binding mediation.
v. Choice of forum	17.6.3	6.	6.	4.	15.8	Non-exclusive venue and jurisdiction in Morris County, New Jersey and U.S. District Court for New Jersey (subject to state law).
w. Choice of law	17.6.1	6.	6.	4.	15.8	New Jersey law applies, except New Jersey Franchise Practices Act doesn't apply to Facilities outside New Jersey (subject to state law).

ITEM 18. PUBLIC FIGURES

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

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 this Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

Facilities report performance for a time period on the basis of Average Daily Room Rate ("ADR") (gross room revenue divided by the number of occupied guest rooms), "Occupancy Rate" (the percentage of available guest rooms actually occupied by guests), and "RevPAR" or gross room revenue per available room (Average Occupancy Rate multiplied by Average Daily Room Rate). Our Chain also reports on Central Reservation System activity, such as the percentage of gross room revenue generated from reservations booked through the Central Reservation System or by members of our loyalty program. In calculating gross room revenue in this Item 19, we take the price paid by the consumer for the room, after all discounts, credits and allowances, and subtract all applicable taxes.

The information contained in this Item 19 is a historic financial performance representation about our Chain's existing Facilities in the United States (including the continental United States, Alaska, and Hawaii). The Chain Facilities included in the samples in this Item 19 do not differ materially from those of prospective franchisees to whom we may offer franchises under this Disclosure Document. All the Chain Facilities whose information is represented in this Item 19 were operated by franchisees during the period reflected in this Item 19. This Item 19 contains financial performance representations relating to 2024. The financial performance representations do not include information from any Chain Facilities that were open on January 1, 2024 but left the System on or before December 31, 2024. During 2024, 3 franchised Chain Facilities left the System; none of the 3 Chain Facilities that left the System during 2024 were open in the System less than 12 months.

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

Average and Median ADR, Occupancy Rate, and RevPAR[1]

The table below sets forth the average and median ADR, Occupancy Rate, and RevPAR for Qualified Chain Facilities for the period from January 1, 2024 through December 31, 2024. "Qualified Chain Facilities" means those Chain Facilities in the United States that opened before January 1, 2024, achieved a "Comparable Social Review Score[2]" but excluding those yet to receive a quality assurance inspection prior to December 31, 2024. The total number of Chain Facilities in the United States as of December 31, 2024 was 71. Of those 71 franchised Chain Facilities, 31 were Qualified Chain Facilities.

2024		Average Daily Room Rate				Occupancy Rate				RevPAR			
	# of Qualified Chain Facilities	Avg.	# Meet or Exceed Avg.	% Meet or Exceed Avg.	Median	Avg.	# Meet or Exceed Avg.	% Meet or Exceed Avg.	Median	Avg.	# Meet or Exceed Avg.	% Meet or Exceed Avg.	Median
Total	31	$110.78	12	38.7%	$103.79	65.2%	16	51.6%	66.5%	$72.27	15	48.4%	$69.23

The information above was obtained from the monthly revenue reports of Chain Facilities submitted by franchisees and represents the most reliable information available to us. For any months in which Chain Facilities did not submit revenue reports, Occupancy Rate and ADR were computed based upon actual data sent to us each night by the Facility's property management system. You set your own room rates.

[1] If a Chain Facility changed ownership during 2024, then the ADR, Occupancy Rate and RevPAR information contained in this section for the Facility is only reflected from the date of the subsequent owner's acquisition of the Facility through the end of the year.

[2] A "Comparable Social Review Score" means that, during 2024, a Chain Facility (i) received at least ten total reviews via Medallia, which aggregates reviews from Tripadvisor, major online travel agencies, and other online social review sites, and (ii) achieved an average score from such reviews of 4.0 or above (out of a possible maximum score of 5.0).

Average and Median RevPAR Index

The RevPAR Index information below is based on chain scale data provided by Smith Travel Research, Inc., an independent research firm that provides information to the hotel industry. Smith Travel Research receives information directly from hotel chains or individual hotel properties and then groups branded hotels into various chain scales based on each brand's actual average room rates. Independent hotels, regardless of their average daily room rates, are included as a separate chain scale category. We have not audited or independently verified the information provided by Smith Travel Research. The RevPAR Index presented below shows the performance of the Qualified Chain Facilities relative to the U.S. midscale chain scale (as identified by Smith Travel Research) (the "Chain Scale"). An index of 100 represents a fair share compared to the Chain Scale. An index greater than 100 represents more than a fair share compared to the Chain Scale. RevPAR Index is calculated as follows: (Qualified Chain Facilities RevPAR / Chain Scale RevPAR) x 100 = RevPAR Index.

The following table sets forth the Average RevPAR Index and Median RevPAR Index for the period from January 1, 2024 to December 31, 2024 for Qualified Chain Facilities.

2024		RevPAR Index – Midscale Chain Scale			
	# of Qualified Chain Facilities	Avg.	# Meet or Exceed Avg.	% Meet or Exceed Avg.	Median
Total Sample	31	127.3%	15	48.4%	121.9%

Central Reservation System and Wyndham Rewards Activity

The following section provides revenue contribution information for Chain Facilities from reservations generated by the Central Reservation System and the Wyndham Rewards loyalty program. The "Central Reservation System" means reservations processed via our and the Lodging Affiliates' call centers ("Call Centers"), our and the Lodging Affiliates' brand websites ("Brand Websites"), other electronic channels such as the global distribution systems ("GDS"), the Wyndham Rewards loyalty program, third party websites, and certain reservations by the Global Sales Organization. Reservations by Wyndham Rewards members were made through the Call Centers, the Brand Websites, other electronic channels and directly with Chain Facilities. Contribution information is reported to us by all franchised Chain Facilities in the System.[3]

The following table sets forth "Central Reservation System Contribution" and "Wyndham Rewards Contribution" for all 71 Chain Facilities in the United States that were part of the System as of December 31, 2024 (the "Contribution Group"). The Central Reservation System Contribution is calculated by dividing the gross room revenue from reservations generated by the Central Reservation System (including by Wyndham Rewards members) at the Contribution Group from January 1, 2024 through December 31, 2024[4] by all gross room revenue at the Contribution Group from the same period, expressed as a percentage. The Wyndham Rewards Contribution is calculated by dividing the gross room revenue from reservations generated by members of the Wyndham Rewards loyalty program at the Contribution Group from January

[3] If a Chain Facility was operated pursuant to an agreement with one of the Lodging Affiliates on January 1, 2024 but converted to our Chain during 2024, then the totals in this section include contribution information for that Chain Facility for all of 2024.

[4] As used in this paragraph, reservations in 2024 include room nights from stays with an arrival between January 1, 2024 and December 31, 2024. For greater clarity, these reservations may include room nights after December 31, 2024, provided the first night of occupancy for such stays occurred on or before December 31, 2024.

1, 2024 through December 31, 2024 by all gross room revenue at the Contribution Group from the same period, expressed as a percentage.

2024 Contribution		Total Central Reservation System				Wyndham Rewards (included in Total)			
	# of Chain Facilities	Average	# Meeting or Exceeding Avg.	% Meeting or Exceeding	Median	Average	# Meeting or Exceeding Avg.	% Meeting or Exceeding	Median
Total	71	78.9%	46	64.8%	81.9%	50.7%	38	53.5%	53.3%

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

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

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION[5]

Table No. 1
Systemwide Outlet Summary
For Years 2022 to 2024* (U.S. Only)

Outlet Type	Year	Outlet at the Start of the Year	Outlet at the End of the Year	Net Change
Franchised	2022	72	67	-5
	2023	67	68	+1
	2024	68	71	+3
Company-Owned	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Total Outlets	**2022**	**72**	**67**	**-5**
	2023	**67**	**68**	**+1**
	2024	**68**	**71**	**+3**

***** As of December 31 of each year.

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

Table No. 2
Transfers of Franchised Outlets from Franchisors to New Owners
(Other than the Franchisor)
For Years 2022 to 2024* (U.S. Only)

State	Year	Number of Transfers
CA	2022	1
	2023	0
	2024	0
CO	2022	1
	2023	0
	2024	0
FL	2022	1
	2023	0
	2024	0
GA	2022	0
	2023	0
	2024	1
IL	2022	1
	2023	0
	2024	0
NJ	2022	0
	2023	0
	2024	1
TX	2022	1
	2023	0
	2024	0
Totals	**2022**	**5**
	2023	**0**
	2024	**2**

***** As of December 31 of each year. States not listed had no activity to report.

Table No. 3
Status of Franchised Outlets
For Years 2022 to 2024* (U.S. Only)

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
AZ	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
CA	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
CO	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
FL	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
GA	2022	5	0	0	0	0	2	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
IL	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
IN	2022	2	0	0	0	0	1	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
KS	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
KY	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
LA	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
ME	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
MI	2022	4	0	0	0	0	3	1
	2023	1	0	0	0	0	1	0
	2024	0	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
MO	2022	2	0	0	0	0	1	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
NV	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
NJ	2022	1	0	0	0	0	0	1
	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
NM	2022	1	0	0	0	0	0	1
	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
NY	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
ND	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
OH	2022	8	0	0	0	0	1	7
	2023	7	0	0	0	0	0	7
	2024	7	0	0	0	0	0	7
OK	2022	2	1	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
PA	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
SC	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	1	0	0	0	1	2
TN	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
TX	2022	15	2	0	0	0	0	17
	2023	17	2	0	0	0	1	18
	2024	18	2	0	0	0	2	18
VT	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
VA	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	2	0
	2024	0	0	0	0	0	0	0
WV	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
WI	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	1	2
	2024	2	0	0	0	0	0	2
Totals	**2022**	**72**	**3**	**0**	**0**	**0**	**8**	**67**
	2023	**67**	**6**	**0**	**0**	**0**	**5**	**68**
	2024	**68**	**6**	**0**	**0**	**0**	**3**	**71**

***** As of December 31 of each year. States not listed had no activity to report.

Table No. 4
Status of Company-Owned Outlets
For Years 2022 to 2024* (U.S. Only)

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
All States	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
Total	**2022**	**0**	**0**	**0**	**0**	**0**	**0**
	2023	**0**	**0**	**0**	**0**	**0**	**0**
	2024	**0**	**0**	**0**	**0**	**0**	**0**

***** As of December 31 of each year. States not listed had no activity to report.

Table No. 5
Projected Openings as of December 31, 2024 (U.S. Only)

State*	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
AL	4	1	0
AZ	4	1	0
AR	2	1	0
CA	10	2	0
CO	4	1	0

State*	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
CT	2	0	0
FL	4	0	0
GA	12	3	0
ID	1	0	0
IL	2	0	0
IA	1	0	0
KY	4	1	0
MN	1	0	0
NE	1	0	0
NV	3	1	0
NJ	3	1	0
NM	2	1	0
NY	1	0	0
NC	4	1	0
OH	3	1	0
OK	1	0	0
OR	1	0	0
PA	2	1	0
TN	6	1	0
TX	28	7	0
UT	5	1	0
VA	2	0	0
WA	3	0	0
WY	1	0	0
Totals	**117**	**25**	**0**

*States not listed had no activity to report.

The name, address and telephone number of all U.S. franchisees as of December 31, 2024 are shown in Exhibit E-1. Included in Exhibit E-2 are the name, last known address and telephone number of the U.S. franchisees who terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement from January 1, 2024 until December 31, 2024. There were no franchisees who did not communicate with us during the ten-week period preceding the date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

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

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

We have established the FAC, as defined in Item 11, to use as a sounding board on issues that affect the franchise system. The FAC does not maintain a separate telephone number, e-mail address or website. The address for the FAC is:

FAC
c/o Hawthorn Suites Franchising, Inc.
22 Sylvan Way
Parsippany, NJ 07054
(800) 758-8999
https://development.wyndhamhotels.com

ITEM 21. FINANCIAL STATEMENTS

Exhibit D includes the audited financial statements of Wyndham Hotels & Resorts, Inc. and its subsidiaries (the "Company"). These financial statements contain the consolidated balance sheets of the Company as of December 31, 2024 and 2023, the related consolidated statements of income, comprehensive income, equity, and cash flows, for each of the three years in the period ended December 31, 2024, and the related notes.

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

ITEM 22. CONTRACTS

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

Exhibit C-1	Franchise Agreement; Guaranty; Initial Fee Note; Development Incentive Note; Dual Brand Addendum; Assignment and Assumption Agreement; State Addenda; and Franchise Application
Exhibit C-2	Master Information Technology Agreement
Exhibit C-3	Elavon Hosted Services Agreement for Hosted Gateway Services
Exhibit C-4	Three Party Agreement; Request For Three Party Agreement; Lender Notification Agreement; Request For Lender Notification Agreement
Exhibit C-5	Termination and Release Agreement
Exhibit C-6	Signature Reservation Service Agreement
Exhibit C-7	Hotel Revenue Management Agreement
Exhibit C-8	Remote Sales Services Agreement

ITEM 23. RECEIPTS

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

EXHIBIT A

STATE ADDENDA

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

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

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

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

1. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

2. The Franchise Agreement requires application of the laws of New Jersey. This provision may not be enforceable under California law.

3. If the Franchise Agreement requires you to execute a general release of claims upon renewal or transfer of the Franchise Agreement, California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000- 31516). California Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000-20043).

4. The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

5. The Franchise Agreement contains a waiver of punitive damages provision and a waiver of jury trial provision, which may not be enforceable.

6. We have or will comply with all of the requirements under California Corporations Code, Section 31109.1, with respect to negotiated sales.

7. PROSPECTIVE FRANCHISEES ARE ENCOURAGED TO CONSULT PRIVATE LEGAL COUNSEL TO DETERMINE THE APPLICABILITY OF CALIFORNIA AND FEDERAL LAWS (SUCH AS BUSINESS AND PROFESSIONS CODE SECTION 20040.5, CODE OF CIVIL PROCEDURE SECTION 1281, AND THE FEDERAL ARBITRATION ACT) TO ANY PROVISIONS OF A FRANCHISE AGREEMENT RESTRICTING VENUE TO A FORUM OUTSIDE THE STATE OF CALIFORNIA.

8. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

9. THESE FRANCHISES WILL BE/HAVE BEEN REGISTERED (OR EXEMPT FROM REGISTRATION) UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION (OR EXEMPTION) DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE, AND NOT MISLEADING.

10. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

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

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

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

13. The highest interest rate allowed by law in California is currently 10% annually.

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

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

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

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

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

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

1. A. Hawthorn Suites Franchising, Inc.'s Disclosure Document is currently registered in the states of: Hawaii, Minnesota, South Dakota, Virginia, Washington and Wisconsin.

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

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

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

   E. The proposed registration of these franchises has not been withdrawn in any state.

2. No release language set forth in the Franchise Agreement shall relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising in the State of Hawaii.

3. The Franchisor's registered agent in the state authorized to receive service of process is:

   Commissioner of Securities of Department of Commerce and Consumer Affairs
   335 Merchant Street
   Honolulu, Hawaii 96813

4. Item 17(m) of the FDD is amended by adding the following information:

In connection with a transfer, you must sign a release of any claims you may have against Hawthorn Suites Franchising, Inc. However, the release will not apply to any claim you may have under Hawaii law.

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

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

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

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

1. Illinois law governs the franchise agreements.

2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

3. Franchisees' rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

4. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

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

6. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that with respect to such provision, the jurisdictional requirements of the Illinois Franchise Disclosure Act of 1987 are met independently without reference to this Addendum.

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

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

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

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

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

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

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

1. Notwithstanding any provision in the Franchise Disclosure Document or the Franchise Agreement to the contrary, a franchisee may bring a lawsuit in Maryland against us for claims arising under the Maryland Franchise Registration and Disclosure Law.

2. The fourth sentence of the third paragraph under the heading "Advertising" in Item 11 is deleted and replaced with the following:

   > Franchisees who are Maryland residents or will operate a Facility in Maryland may receive an accounting of expenditures from the Fund by contacting our Treasurer in writing.

3. Item 17 of the Franchise Disclosure Document states that the Franchise Agreement will automatically terminate upon the bankruptcy of franchisee. This provision may not be enforceable under current Federal bankruptcy law (11 U.S.C. Section 101 et seq.).

4. Items 17(c) and 17(m) are revised to provide that, pursuant to COMAR 02.02.08.16L, the general release required as a condition to renewal, sale or consent to assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

5. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

6. The Franchise Agreement states that New Jersey law generally applies. However, the conditions under which your franchise can be terminated and your rights upon nonrenewal may be affected by Maryland laws, and we will comply with that law in Maryland.

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

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

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

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

1. Minnesota law provides franchisees with certain termination, non-renewal and transfer rights. Minnesota Statutes, Section 80C.14, Subdivisions 3, 4 and 5 require, except in certain specified cases, that the franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement and that consent to the transfer of the franchise will not be unreasonably withheld.

2. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release from liability imposed by Minnesota Statutes, Chapter 80C; provided, that this shall not bar the voluntary settlement of disputes.

3. The following language is added at the end of Item 17 of the Franchise Disclosure Document:

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

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

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

5. Item 17(c) and 17(m) are revised to provide that we cannot require you to sign a release of claims under the Minnesota Franchise Act as a condition to renewal or assignment.

6. With respect to franchises governed by Minnesota law, we will comply with Minnesota Statutes, Section 80C.17, Subd. 5 with respect to limitation of claims.

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

8. Each provision of this Addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of Minnesota Statutes, Chapter 80C are met independently without reference to this Addendum.

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

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

1. The following information is added to the cover page of the Franchise Disclosure Document:

> **INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT B OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS, APPROVES OR ENDORSES IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

2. The following is added at the end of Item 3:

> Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:
>
> A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.
>
> B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
>
> C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.
>
> D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is

subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee":

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j), titled "Assignment of contract by franchisor":

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum", and Item 17(w), titled "Choice of law":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

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

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

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

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

A. **Restrictive Covenants**: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute.

B. **Restrictions on Forum**: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

C. **Liquidated Damages and Termination Penalties**: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

D. **Applicable Laws**: Franchise Agreements that specify that they are to be governed by the laws of a state other than North Dakota.

E. **Waiver of Trial by Jury**: Requiring North Dakota Franchises to consent to the waiver of a trial by jury.

F. **Waiver of Exemplary & Punitive Damages**: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage.

G. **General Release**: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.

H. **Limitation of Claims**: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

I. **Enforcement of Agreement**: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

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

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

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

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

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

1. The Franchise Agreement shall be governed by Rhode Island Law with respect to any claim enforceable under the Rhode Island Franchise Investment Act (the "Act").

2. Section 19-28.1-14 of the Act provides that a provision in a license or franchise agreement restricting jurisdiction or venue to a forum outside the State of Rhode Island is void with respect to a claim otherwise enforceable under the Act.

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

4. Each provision of this Addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the Rhode Island Franchise Investment Act (§§ 19- 28.1-1 through 19-28.1-34) are met independently without reference to this Addendum.

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

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

The following statement is added to Item 17.h of the Franchise Disclosure Document and Section 11 of the Franchise Agreement.

> Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a licensor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

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

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

WASHINGTON ADDENDUM
TO THE FRANCHISE DISCLOSURE DOCUMENT

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

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

Franchisee Bill of Rights. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

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

General Release. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

Statute of Limitations and Waiver of Jury Trial. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

Termination by Franchisee. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

Certain Buy-Back Provisions. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

Fair and Reasonable Pricing. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

Waiver of Exemplary & Punitive Damages. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

Franchisor's Business Judgement. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

Indemnification. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

Attorneys' Fees. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

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

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

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

Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to

regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

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

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

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

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

EXHIBIT B

STATE REGULATORY AUTHORITIES AND
REGISTERED AGENTS FOR SERVICE OF PROCESS

CALIFORNIA
California Department of Financial Protection and Innovation
2101 Arena Blvd., Sacramento, California 95834
(866) 275-2677 (toll free)
Ask.DFPI@dfpi.ca.gov (email)
Agent: Commissioner of Financial Protection and Innovation, California Department of Financial Protection and Innovation
2101 Arena Blvd., Sacramento, California 95834
(866) 275-2677

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

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

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

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

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

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

NEW YORK
NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor,
New York, New York 10005
(212) 416-8222
Agent: New York Secretary of State
New York Department of State
One Commerce Plaza
99 Washington Ave, 6th Floor
Albany, New York 12231-0001
(518) 473-2492

NORTH DAKOTA
North Dakota Securities Department
600 East Boulevard Avenue
State Capitol – 14th Floor, Dept. 414
Bismarck, North Dakota 58505-0510
(701) 328-2910
Agent: North Dakota Securities Department
600 East Boulevard Avenue
State Capitol – 14th Floor, Dept. 414
Bismarck, North Dakota 58505-0510
(701) 328-2910

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

SOUTH DAKOTA
South Dakota Department of Labor & Regulation
Division of Insurance, Securities Regulation
124 S. Euclid Suite 104
Pierre, South Dakota 57501
(605) 773-3563
Agent: Director of Division of Insurance, Securities Regulation
124 S. Euclid Suite 104
Pierre, South Dakota 57501
(605) 773-3563

VIRGINIA
State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor,
Richmond, Virginia 23219
(804) 371-9051
Agent: Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219
(804) 371-9733

WASHINGTON
Department of Financial Institutions
Securities Division
P.O. Box 41200
Olympia, Washington 98504-1200
(360) 902-8760
Agent: Director of Department of Financial Institutions
Securities Division – 3rd Floor
150 Israel Road SW
Tumwater, Washington 98501
(360) 902-8760

WISCONSIN
Department of Financial Institutions
Division of Securities
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 261-9555
Agent: Commissioner of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 261-9555

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

EXHIBIT C-1

Location: _____
Unit No.: _____

HAWTHORN SUITES FRANCHISING, INC.
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement"), dated _____, 20____, is between HAWTHORN SUITES FRANCHISING, INC., a Georgia corporation ("we," "our," "us," or "Franchisor"), and _____, a _____ _____ ("you" or "Franchisee"). The definitions of capitalized terms not defined below are found in Appendix A. In consideration of the following mutual promises, the parties agree as follows:

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

2. Protected Territory. While this Agreement is in effect, neither we nor any of our affiliates will open, or allow any party other than you to open, a Chain Facility in the "Protected Territory," as defined below. We may own, operate, lease, manage, franchise or license anyone to operate any Chain Facility located anywhere outside the Protected Territory without any restriction or obligation to you. We may grant protected territories that overlap your Protected Territory to other Chain Facilities. While this Agreement is in effect, neither you, any of your affiliates, nor any of your officers, directors, general partners or owners of 25% or more of your Equity Interests, may own, operate, lease, manage or franchise any timeshare resort, vacation club, residence club, fractional ownership residence, condominium/apartment leasing or rental business, or the like, for any facility or business that shares directly or indirectly, common areas, amenities, recreation facilities, services, supplies or support activities with the Facility. This Section does not apply to any Chain Facility located in the Protected Territory on the Effective Date, which we may renew, relicense, allow to expand, or replace with a replacement Facility located within the same trading area having not more than 120% of the guest rooms of the replaced Chain Facility if its franchise with us terminates or is not renewed. You acknowledge that the Protected Territory fairly represents the Facility's trading area, that there are no express or implied territorial rights or agreements between the parties except as stated in this Section, and all rights not expressly granted to you are reserved by us and our affiliates. You irrevocably waive any right to seek or obtain the benefits of any policy we now follow or may in the future follow to notify you about proposed Chain Facilities in the general area of the Facility, solicit information about the effect of the proposed Chain Facility on the revenue or occupancy of the Facility or decide whether to add the proposed Chain Facility to the Chain based on the potential effect of the proposed Chain Facility on the Facility or its performance. You further

acknowledge and agree that notwithstanding the foregoing, we may own, operate, lease, manage, franchise, or license any other party to operate a Chain Facility in the Protected Territory beginning (a) six months prior to the expiration of this Agreement, or (b) as of the date that a date for the premature Termination of this Agreement has been confirmed in writing by us. The covenants in this Section are mutually dependent; if you breach this Section, your Protected Territory will be the Location only. The Protected Territory means_____.

3. Your Improvement and Operating Obligations.

3.1 **Pre-Opening Improvements.** You must select, acquire, construct and/or renovate the Facility as provided in Schedule D.

3.2 **Operation.**

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

3.2.2 The Facility will be managed by either a management company or an individual manager with significant training and experience in general management of similar lodging facilities. If the Facility is managed by a management company, the management agreement between you and the management company for the Facility shall be subject and subordinate to this Agreement and in the event of any conflict between the management agreement and this Agreement, the controlling contract shall be this Agreement. The management agreement shall not release you of any obligations set forth in this Agreement.

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

3.2.4 You may add to or discontinue the amenities, services, or facilities as required by System Standards or as specified on the PIP, or lease or subcontract any service or portion of the Facility, only with our prior written consent which we will not unreasonably withhold or delay. Your front desk operation, telephone system, parking lot, swimming pool and other guest service facilities may not be shared with or used by guests of another lodging or housing facility. You acknowledge that any breach of System Standards for the Facility, its guest amenities, and your guest service performance is a material breach of this Agreement.

3.2.5 Upon our reasonable request, you will provide us with then-current copies of the

documents evidencing your ownership of, or right to possess, the Facility and/or the real property upon which the Facility is located, and a complete and accurate list of all of your owners and their Equity Interests.

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

3.4 **Marketing.**

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

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

3.4.3 The Facility must participate in all mandatory Internet and distribution marketing activities and programs in accordance with the System Standards Manual, including any arrangements we make with third-party distribution channels. You must provide us with information about the Facility and use our approved photographer for taking photographs of the Facility for posting on the Chain Websites, third-party travel websites and various marketing media. The content you provide us or use yourself for any Internet or distribution marketing activities must be true, correct and accurate, and you will promptly notify us in writing, in accordance with our processes that are then in effect, when any correction to the content becomes necessary. You must promptly modify at our request the content of any Internet or distribution marketing materials for the Facility you use, authorize, display or provide to conform to System Standards. You will discontinue any Internet or distribution marketing activities that conflict, in our reasonable discretion, with Chain-wide Internet or distribution marketing activities. You must honor the terms of any participation agreement you sign for

Internet or distribution marketing activities. You will pay when due any fees, commissions, charges and reimbursements relating to Internet or distribution marketing activities (i) in which you agree to participate, or (ii) that we designate as mandatory on a Chain-wide basis. You must participate in any OTA commission reconciliation program we implement from time to time. We may suspend the Facility's participation in Internet and/or distribution marketing activities if you default under this Agreement.

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

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

3.4.6 You must participate in our Remote Sales Services ("RSS") program during the Term of the Agreement. Under the RSS program, we will assign a designated representative to support your Facility who will respond to group sales leads (within certain parameters authorized by you) and solicit new business for your Facility. The program terms and fees associated with the program are described in the RSS agreement that you will sign and deliver to us at the same time as you sign this Agreement. Alternatively, you may satisfy this requirement by meeting certain criteria we establish from time to time in System Standards.

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

3.6 **Financial Books & Records; Audits.**

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

that your accurate and timely accounting for and reporting of Gross Room Revenues is a material obligation you accept under this Agreement.

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

3.6.3 We will notify you in writing if you default under this Agreement because (i) you do not cure a violation of Section 3.6.2 within 30 days after the date of the initial audit; (ii) you cancel two or more previously scheduled audits; (iii) you refuse to admit our auditors during normal business hours at the place where you maintain the Facility's books and records, or refuse to produce the books and records at the audit or send them to us as required under this Agreement and System Standards for the applicable accounting periods; (iv) our audit determines that the books and records you produced are incomplete or show evidence of tampering or violation of generally accepted internal control procedures; or (v) our audit determines that that you have reported to us less than 97% of the Facility's Gross Room Revenues for any fiscal year preceding the audit. Our notice of default may include, in our sole discretion and as part of your performance needed to cure the default under this Section 3.6, an "Accounting Procedure Notice." The Accounting Procedure Notice requires that you obtain and deliver to us, within 90 days after the end of each of your next three fiscal years ending after the Accounting Procedure Notice, an audit opinion signed by an independent certified public accountant who is a member of the American Institute of Certified Public Accountants addressed to us that the Facility's Gross Room Revenues you reported to us during the fiscal year fairly present the Gross Room Revenues of the Facility computed in accordance with this Agreement for the fiscal year. You also must pay any deficiency in Recurring Fees, any Audit Fee as defined in Section 4.8, we assess you for your default of Section 3.6 as described in Section 4.8 and/or other charges we identify and invoice as a result of the audit.

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

3.7 **Inspections.** You acknowledge that the Facility's participation in our quality assurance inspection program (including unannounced inspections) is a material obligation you accept under this Agreement. You will permit our representatives to perform quality assurance inspections of the Facility at any time with or without advance notice. The inspections will

commence during normal business hours although we may observe Facility operation at any time. You and the Facility staff will cooperate with the representative performing the inspection. If the Facility fails an inspection, you refuse to cooperate with our representative, or you refuse to comply with our published inspection System Standards, then you will pay us when invoiced for any Reinspection Fee specified in the System Standards Manual plus the reasonable travel, lodging and meal costs our representative incurs for a reinspection. You also will be charged the Reinspection Fee if we must return to the Facility to inspect it as a result of your failure to complete any Improvement Obligation by the deadline established in the PIP, as set forth in Schedule D. As a condition of curing any failed inspection, we may require that you engage our Approved Supplier(s), at your expense, to remedy any failing component of the inspection. We also may include the results of paper and electronic customer satisfaction surveys of your guests as well as unsolicited feedback received from your guests in your final quality assurance score. We may publish and disclose the results of quality assurance inspections and guest surveys. At our discretion, we may implement a Chain-wide quality assurance/mystery shopper inspection program to be performed by a reputable third party. You must provide free lodging for the inspector(s) when he/she visits your Facility.

3.8 **Insurance.** You will obtain and maintain during the Term of this Agreement the insurance coverage required under the System Standards Manual from insurers meeting the standards established in the System Standards Manual. Unless we instruct you otherwise, your liability insurance policies will name as additional insureds Hawthorn Suites Franchising, Inc.; U.S. Franchise Systems, Inc.; Wyndham Hotels & Resorts, Inc.; Wyndham Hotel Group, LLC; and their current and former subsidiaries, affiliates, successors, and assigns as their respective interests may appear. All policies must be primary and non-contributory with or excess of any insurance coverage that may be available to an additional insured. You must submit to us, annually, a copy of the certificate of or other evidence of renewal or extension of each such insurance policy as required by the System Standards. If you fail to procure or maintain the required insurance, then we will have the right (without any obligation) to procure such insurance at your cost plus a reasonable fee.

3.9 **Conferences.** You (or your representative with executive authority if you are an entity) and your general manager will attend each Chain conference and regional meeting and pay the Conference Fee we set for Chain Facilities, if and when we determine to hold a Chain conference. These conferences and meetings may be held as part of a Wyndham Hotel Group, LLC multi-brand conference, which may include special sessions and programs for the Chain only. Mandatory recurrent training for franchisees and managers described in Section 4.1 may be held at a conference. The Conference Fee will be the same for all Chain Facilities that we franchise in the United States. We will invoice and charge you for, and you will pay, the Conference Fee even if you do not attend the Chain conference. You will receive reasonable notice of a Chain conference.

3.10 **Purchasing.** You will purchase or obtain certain goods and services we designate from time to time, such as those that are proprietary; that bear or depict the Marks, such as signage; that potentially may impact life/safety; or that are or are related technology required by System Standards, only from suppliers we approve. You may purchase other items for the Facility from any competent source you select, so long as the items meet or exceed System Standards.

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

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

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

3.14 **Material Renovation.** Beginning five years after the Opening Date, we may issue a "Material Renovation Notice" to you that will specify reasonable Facility upgrading and renovation requirements (a "Material Renovation") to be commenced no sooner than 90 days after the notice is issued. You will perform the Material Renovations as and when the Material Renovation Notice requires. We will not issue a Material Renovation Notice within five years after the date of a prior Material Renovation Notice.

3.15 **Technology Standards & Communications.**

3.15.1 You recognize that the System requires you to acquire, operate and maintain a computer-based property management system and provide guests with innovative technology, including communications and entertainment. You must purchase, acquire, or subscribe to the computer

system and other equipment and software that we specify, including preventative maintenance software. We may modify System Standards to require new or updated technology at all Chain Facilities. At our request, you shall participate in any intranet or extranet system developed for use in connection with the System. Such intranet or extranet system may be combined with that of our affiliates. You shall agree to such terms and conditions for the use of such intranet or extranet system as we may prescribe, which may include, but are not limited to: (a) confidentiality requirements for materials transmitted via such system; (b) password protocols and other security precautions; (c) grounds and procedures for our suspension or revocation of access to the system by you and others; and (d) a privacy policy governing the parties' access to and use of electronic communications posted on electronic bulletin boards or transmitted via the system. You shall pay any fee imposed from time to time by us or a third-party service provider in connection with hosting such system.

3.15.2 You must ensure at all times that we have from you, in writing, current and accurate information about the name and contact information, including e-mail address, for the person who is designated by you to (a) represent you in dealings with us pertaining to the Facility, including authority to make decisions regarding and sign ancillary agreements related to day-to-day operations of the Facility, and (b) receive all legal notices pertaining to this Agreement, including all matters pertaining to the Chain's franchise advisory council or similar body, if any (to whom we may refer as the "Site Principal Contact"). Your initial Site Principal Contact is the person you indicate in Section 17.3. Notwithstanding the foregoing, if we provide you with an e-mail address to be used for receiving communications from us, you acknowledge that delivery of such communications to this e-mail address shall be deemed sufficient notice of the communications' content.

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

4.1 **Training.** We may offer (directly or indirectly by subcontracting with an affiliate or a third party) general manager training, re-certification training, remedial training, and supplemental training.

4.1.1 **General Manager Training.** We will offer general manager certification training for your general manager in our Hospitality Management Program, which may be held in i) a hybrid, in-person and virtual format or ii) a virtual-only format. The program will cover such topics as operating a Chain Facility, marketing and sales, financial management, guest services and people management. Your initial general manager (or other representative who exercises day to day operational authority) for the Facility must complete this program to our satisfaction no later than 90 days after the Opening Date. Any replacement general manager must complete the training program to our satisfaction within 90 days after he/she assumes the position. If we do not offer a place in the training program within the above time frame, your replacement general manager must complete the next program held at which we offer a place. Your general manager for the Facility must complete the training even if you employ managers at other Chain Facilities who already have received this training. We charge you tuition for our Hospitality Management Program which is set forth on Schedule D. If he/she does not complete the training within 90 days after the Opening Date, and for any replacement general manager, you must pay a separate tuition at the

rate then in effect for the program when your manager attends the program. If you, or any other employee at the Facility wishes to participate in the training in addition to your general manager, you can do so and you must pay the Additional Attendee Fee, currently $1,400, which is payable by the scheduled date for the program and is in addition to the tuition due for your general manager. We may charge you full or discounted tuition for "refresher" training for your general manager or for additional staff members who complete the training program with your general manager. You also must pay for your, your general manager and/or additional staff member's travel, lodging, meals, incidental expenses, compensation and benefits for any in-person components.

4.1.2 **Remedial Training.** We may require you, your general manager and/or your staff to participate in remedial training if the Facility does not meet required quality assurance standards, or experiences significant complaints to our customer care department or posted on third-party travel websites, distribution channels, blogs, social networks, and other forums, as determined by us in our sole discretion. This training may be offered through a web-based platform or in person, or at our corporate offices, a regional location, or the Facility. The training may be in the form of one or more classes held at different times and locations as we may require. You must pay the fee in effect for this program when it is provided to you. If the training is provided at the Facility, you must provide lodging for our trainers.

4.1.3 **Ongoing Training and Support.** You must subscribe and pay an annual fee for access to our learning management system, Wyndham University, which includes training via live workshops, e-learning modules, webinars, online courses, videos and other educational resources, accessible by you and your staff via the Internet, including the Chain's intranet website. All general managers must complete recertification training at such intervals as we may establish in the System Standards Manual. You must pay us the tuition then in effect for any such program. We may offer other mandatory or optional training programs for reasonable tuition or without charge. The above training could be offered as i) a hybrid, in-person and virtual format or ii) a virtual-only format. If in person, training will be held in our corporate offices or other locations, or held in conjunction with a Chain conference. If you are attending a hybrid training, you will pay for your representative's travel, lodging, meals, incidental expenses, compensation and benefits and any tuition charge we establish for this training. We may offer, rent or sell to you other on-site training aids and materials, or require you to buy them at reasonable prices.

4.1.4 **No-Show and Cancellation Fees.** If you or your general manager, or any other member of your staff you designate, fails to register for a required training program within the required time period, or registers for a training program but fails to attend such program as scheduled without, notifying us in advance, whether such attendance is required or optional, we may charge you a no-show fee of up to 100% of the tuition for the program. If you, your general manager or any other member of your staff cancels participation in any training program less than fourteen (14) days before it is scheduled to be held, we may charge you a cancellation fee of up to 50% of the tuition for the program. No-show and cancellation fees are in addition to the tuition you will have to pay at the then offered rate when you or your general manager attends the program. We may assess you additional no-show or cancellation fees for continued failures by you under this Section 4.1.

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

4.3 **Marketing.**

4.3.1 We will promote public awareness and usage of Chain Facilities by implementing advertising, promotion, publicity, market research, loyalty marketing and other marketing programs, training programs and related activities as we deem appropriate. We will determine in our discretion: (i) the nature and type of media placement; (ii) the allocation (if any) among international, national, regional and local markets; and (iii) the nature and type of advertising copy, other materials and programs. We or an affiliate may be reimbursed from the Marketing Fund for the reasonable direct and indirect costs, overhead or other expenses of providing marketing services. We are not obligated to supplement or advance funds available from System franchisees to pay for marketing activities. We do not promise that the Facility or you will benefit directly or proportionately from marketing activities and we have no fiduciary duty regarding the management of marketing activities or the Marketing Fund.

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

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

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

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

4.6 **Consultations and Standards Compliance.** We will assist you to understand your obligations under System Standards by telephone, e-mail, during any visits by our employees to the Facility, through the System Standards Manual, at training sessions and during conferences, meetings, and visits we conduct. We will provide telephone and e-mail consultation on Facility operation and marketing through our representatives. We will offer you access to any Internet website we may maintain to provide Chain franchisees with information and services, subject to any rules, policies and procedures we establish for its use and access and to this Agreement. We may limit or deny access to any such website while you are in default under this Agreement.

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

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

4.9 **Revenue Management.** You must participate in our mandatory revenue management services ("RMS") program for additional fees, as we establish from time to time in System Standards. RMS is offered at different levels and varied frequencies, as determined by us in our sole discretion, each of which includes services such as, but not limited to, inventory management, strategic positioning, future demand strategy, and targeted promotions and packages. We reserve the right to evaluate a variety of factors, including but not limited to, your Facility's room count, occupancy rate, trends, and market to determine the most suitable level of service. Based on our assessment of your Facility and its performance, we may limit the levels of services available to your Facility. Alternatively, you may satisfy this requirement by meeting certain criteria we establish from time to time in System Standards. You are required to sign a Hotel Revenue Management Agreement for the applicable level of service in order to participate in RMS.

5. Term. The Term begins on the date that we insert in the preamble of this Agreement after we sign it (the "Effective Date") and expires at the end of the twentieth (20^{th}) Franchise Year. NEITHER PARTY HAS RENEWAL RIGHTS OR OPTIONS. However, if applicable law requires us to offer renewal rights, and you desire to renew this Agreement, then you will apply for a renewal franchise agreement at least six months, but not more than nine months, prior to the expiration date, and subject to such applicable law, you will have to meet our then-current requirements for applicants seeking a franchise agreement, which may include (i) executing our then-current form of license and other agreements, which license and other agreements may contain materially different terms and provisions (such as operating standards and fees) from those contained in this Agreement; (ii) executing a general release of us and our affiliates, in form and substance satisfactory to us; (iii) completing a property improvement plan; and (iv) paying a standard renewal fee, if then applicable.

6. Application and Initial Fees. You must pay us a non-refundable Application Fee of $2,500 which shall be applied to your Initial Fee or Relicense Fee. If your franchise is for a new construction or conversion Facility, you must pay us an Initial Fee. If you are a transferee of an existing Facility or are renewing an existing franchise, you will pay us a Relicense Fee. The amount of your Initial Fee or Relicense Fee is $_____, $2,500 of which shall be applied from your Application Fee, and the remainder paid when you sign this Agreement and is fully earned and non-refundable when we sign this Agreement.

7. Recurring Fees, Taxes and Interest.

7.1 You will pay us certain "Recurring Fees" each month of the Term payable in U.S. dollars (or such other currency as we may direct if the Facility is outside the United States). The Royalty and Marketing/Reservation Contribution described in Section 7.1 are payable three days after the month in which they accrue, without billing or demand. Other Recurring Fees are payable at the times set forth in the System Standards. Recurring Fees include the following:

7.1.1 A "Royalty" equal to five and five-tenths percent (5.5%) of Gross Room Revenues of the Facility accruing during the calendar month, which accrues from the earlier of the Opening Date or the date you identify the Facility as a Chain Facility or operate it under a Mark until the end of the Term.

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

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

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

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

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

8. Indemnifications.

8.1 Independent of your obligation to procure and maintain insurance, you will indemnify, defend and hold the Indemnitees harmless, to the fullest extent permitted by law, from and against all Losses and Expenses incurred by any Indemnitee for any investigation, claim, action, suit, demand, administrative, or alternative dispute resolution proceeding relating to or arising out of any transaction, occurrence or service at, or involving the operation of, the Facility; any payment you make or fail to make to us; any breach by you of any of your representations and warranties in this Agreement; any breach or violation of any contract or any law, regulation, or ruling; or any act, error, or omission (active or passive) by you, any party associated or affiliated with you, or

any of the owners, officers, directors, employees, agents, contractors, or subcontractors of you or your affiliates, including when you are alleged or held to be the actual, apparent, or ostensible agent of the Indemnitee, or the active or passive negligence of any Indemnitee is alleged or proven. You have no obligation to indemnify an Indemnitee for damages to compensate for property damage or personal injury if a court of competent jurisdiction makes a final decision not subject to further appeal that the Indemnitee engaged in willful misconduct or intentionally caused such property damage or bodily injury. This exclusion from the obligation to indemnify however, shall not apply if the property damage or bodily injury resulted from the use of reasonable force by the Indemnitee to protect persons or property.

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

8.3 We will indemnify, defend and hold you harmless, to the fullest extent permitted by law, from and against all Losses and Expenses incurred by you in any action or claim arising from your proper use of the System alleging that your use of the System and any property we license to you is an infringement of a third party's rights to any trade secret, patent, copyright, trademark, service mark or trade name. You will promptly notify us in writing when you become aware of any alleged infringement or an action is filed against you. You will cooperate with our defense and resolution of the claim. We may resolve the matter by obtaining a license of the property for you at our expense, or by requiring that you discontinue using the infringing property or modify your use to avoid infringing the rights of others.

9. Your Assignments, Transfers and Conveyances.

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

are not Transfers.

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

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

9.4 **Permitted Transferee Transactions.** Provided that you comply with this Section 9.4 you may (i) transfer an Equity Interest to a Permitted Transferee or (ii) effect an Equity Transfer to a Permitted Transferee without obtaining our consent, renovating the Facility or paying a Relicense

Fee or Application Fee. No Transfer will be deemed to occur. You must not be in default and you must comply with the application and notice procedures specified in Sections 9.3 and 9.6. Each Permitted Transferee first must agree in writing to be bound by this Agreement, or at our option, execute the Franchise Agreement form then offered prospective franchisees. No transfer to a Permitted Transferee shall release a living transferor from liability under this Agreement or any guarantor under any guaranty of this Agreement. A transfer resulting from a death may occur even if you are in default under this Agreement.

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

9.6 **Notice of Transfers.** You will give us at least 30 days' prior written notice of any proposed Transfer or Permitted Transferee transaction. You will notify us when you sign a contract to Transfer the Facility and 10 days before you intend to close on the transfer of the Facility. You also will notify us in writing, within 10 days of each time you list the Facility for sale and provide us with all information we reasonably request with respect to any such proposed sale. We will respond to all requests for our consent and notices of Permitted Transferee transactions within a reasonable time not to exceed 30 days. You will notify us in writing within 30 days after a change in ownership of 25% or more of your Equity Interests that are not publicly held or that is not an Equity Transfer, or a change in the ownership of the Facility if you are not its owner. You will provide us with lists of the names, addresses, and ownership percentages of your owner(s) at our request.

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

11. Default and Termination.

11.1 **Default.** You will be in default under this Agreement if (a) you do not pay us when a payment is due under this Agreement or under any other instrument, debt, agreement or account with us related to the Facility; (b) you do not perform any of your other obligations when this Agreement and the System Standards Manual require; (c) you fail to provide us with current and accurate information about your Site Principal Contact, in violation of Section 3.15.2; or (d) if you otherwise breach this Agreement. If your default is not cured within ten days after you receive written notice from us that you have not filed your monthly report, paid us any amount that is due or breached your obligations regarding Confidential Information, or within 30 days after you receive written notice from us of any other default (except as noted below), then we may

terminate this Agreement by written notice to you, under Section 11.2. We will not exercise our right to terminate if you have completely cured your default during the time allowed for cure, or until any waiting period required by law has elapsed. In the case of a default resulting from the Facility's failure to meet System Standards as measured by a quality assurance inspection, if you have acted diligently to cure the default but cannot do so, and the default does not relate to health or safety, we may, in our discretion, enter into an improvement agreement with you provided you request such an agreement within 30 days after receiving notice of the failing inspection. If we have entered into an improvement agreement, you must cure the default within the time period specified in the improvement agreement which shall not exceed ninety days after the failed inspection. We may terminate this Agreement and any or all rights granted hereunder if you do not timely perform that improvement agreement.

11.2 **Termination.** We may terminate this Agreement, effective when we send written notice to you or such later date as required by law or as stated in the default notice, when (1) you do not cure a default as provided in Section 11.1 or we are authorized to terminate under Schedule D due to your failure to perform your Improvement Obligation; (2) you discontinue operating the Facility as a Chain Facility; (3) you do or perform, directly or indirectly, any act or failure to act that in our reasonable judgment is or could be injurious or prejudicial to the goodwill associated with the Marks or the System; (4) you lose ownership possession or the right to possession of the Facility or otherwise lose the right to conduct the franchised business at the Location; (5) you (or any guarantor) suffer the termination of another license or franchise agreement with us or one of our affiliates; (6) you intentionally maintain false books and records or submit a materially false report to us; (7) you (or any guarantor) generally fail to pay debts as they come due in the ordinary course of business; (8) you, any guarantor or any of your owners or agents misstated to us or omitted to tell us a material fact to obtain or maintain this Agreement with us; (9) you receive two or more notices of default from us in any one-year period (whether or not you cure the defaults); (10) a violation of Section 9 occurs, or a Transfer occurs before the relicensing process is completed; (11) you or any of your owners contest in court the ownership or right to franchise or license all or any part of the System or the validity of any of the Marks; (12) you, any guarantor, or the Facility is subject to any voluntary or involuntary bankruptcy, liquidation, dissolution, receivership, assignment, reorganization, moratorium, composition or a similar action or proceeding that is not dismissed within 60 days after its filing; (13) you maintain or operate the Facility in a manner that endangers the health or safety of the Facility's guests; (14) if a threat to public health or safety exists at the Facility and we reasonably determine that an immediate shut down of the Facility is necessary to avoid substantial risk of liability or goodwill; or (15) you disclose any Confidential Information in violation of this Agreement.

11.3 **Casualty and Condemnation.**

11.3.1 You will notify us promptly after the Facility suffers a Casualty that prevents you from operating in the normal course of business, with less than 75% of guest rooms available. You will give us information on the availability of guest rooms and the Facility's ability to honor advance reservations. You will tell us in writing within 60 days after the Casualty whether or not you will restore, rebuild and refurbish the Facility to conform to System Standards and its condition prior to the Casualty. This restoration will be completed within 180 days after the Casualty. You may decide within the 60 days after the Casualty, and if we do not hear from you, we will assume that

you have decided, to terminate this Agreement, effective as of the date of your notice or 60 days after the Casualty, whichever comes first. If this Agreement so terminates, you will pay all amounts accrued prior to Termination and follow the post-Termination requirements in Section 13. You will not be obligated to pay Liquidated Damages if the Facility will no longer be used as a transient guest lodging facility for 3 years after the Casualty.

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

11.3.3 Any protected territory covenants will terminate when you give us notice of any proposed Condemnation or that you will not restore the Facility after a Casualty.

11.4 **Our Other Remedies.** We may suspend the Facility from the Reservation System for any default or failure to pay or perform under this Agreement or any other written agreement with us relating to the Facility, discontinue reservation referrals to the Facility for the duration of such suspension, and may divert previously made reservations to other Chain Facilities after giving notice of non-performance, non-payment or default. All fees accrue during the suspension period. Reservation service will be restored after you have fully cured any and all defaults and failures to pay and perform. We may charge you, and you must pay as a condition precedent to restoration of reservation service, a Reconnection Fee specified on Schedule C to reimburse us for our costs associated with service suspension and restoration. We may deduct points under our quality assurance inspection program for your failure to comply with this Agreement or System Standards. We also may suspend or terminate any temporary or other fee reductions we may have agreed to in this Agreement and/or any stipulations in Section 18 below, and/or refuse to provide any operational support until you address any failure to perform under this Agreement. You agree that our exercise of any rights in this Section will not constitute an actual or constructive Termination of this Agreement. All such remedies are cumulative and not in lieu of any other rights or remedies we may have under this Agreement. If we exercise our right not to terminate this Agreement but to implement such suspension and/or removal, we reserve the right at any time after the appropriate cure period under the written notice has lapsed, to, upon written notice to you, terminate this Agreement without giving you any additional corrective or cure period (subject to applicable law). If you default under this Agreement because the Facility fails to meet System Standards, including without limitation failing a quality assurance inspection, we may, at our option and in our sole discretion, require as a condition to your cure of the default that you engage a hotel management company acceptable to us to operate the Facility for a period we determine, in our sole discretion. You recognize that any use of the System not in accord with this Agreement will cause us irreparable harm for which there is no adequate remedy at law, entitling us to injunctive and other relief, without the need for posting any bond. We may litigate to collect amounts due under this Agreement without first issuing a default or Termination notice. Our consent or approval may be withheld if needed while you are in default under this Agreement or may be conditioned on the cure of all your defaults. Once a Termination or expiration date for this Agreement has been established in accordance with the provisions of this Agreement, we may cease accepting reservations through the Reservation System for any person(s) seeking to make a reservation for a

stay on any date including or following the Termination or expiration of this Agreement.

11.5 **Your Remedies.**

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

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

12. Liquidated Damages.

12.1 **Generally.** If we terminate this Agreement under Section 11.2, or you terminate this Agreement (except under Section 11.3 or as a result of our default which we do not cure within a reasonable time after written notice), you will pay us within 10 days following the date of Termination, as Liquidated Damages, an amount equal to the average monthly accrued Recurring Fees during the immediately preceding 12 full calendar months multiplied by 36 (or the number of months remaining in the unexpired Term (the "Ending Period") at the date of Termination, whichever is less). If the Facility has been open for fewer than 12 months, then the amount shall be the average monthly Recurring Fees since the Opening Date multiplied by 36. You also will pay any applicable Taxes assessed on such payment and Interest calculated under Section 7.3 accruing from 10 days after the date of Termination. Before the Ending Period, Liquidated Damages will not be less than the product of $3,000 multiplied by the number of guest rooms that you are authorized to operate under Schedule B of this Agreement as of the Termination. In the event that we authorize you to reduce the number of rooms at the Facility after the Opening Date, then we reserve the right to charge Liquidated Damages for those rooms on a per-room basis, either at the time they are removed from the Facility's inventory or at Termination. If we terminate this Agreement under Schedule D before the Opening Date, then you will pay us, within 10 days after you receive our notice of Termination, Liquidated Damages in an amount equal to $1,500 per guest room described on Schedule B. If any valid, applicable law or regulation of a competent governmental authority having jurisdiction over this Agreement limits your ability to pay, and our ability to receive, the Liquidated Damages you are obligated to pay hereunder, you shall be liable to us for any and all damages that we incur, now or in the future, as a result of your breach of this Agreement. Liquidated Damages are paid in place of our claims for lost future Recurring Fees under this Agreement. The portion of Liquidated Damages collected that are attributable to the Marketing/Reservation Contributions will be credited to the Marketing Fund. Our right to receive other amounts due under this Agreement is not affected.

12.2 **Condemnation Payments.** In the event a Condemnation is to occur, you will pay us the fees set forth in Section 7 for a period of one year after we receive the initial notice of condemnation

described in Section 11.3.2, or until the Condemnation occurs, whichever is longer (the "Notice Period"). You will pay us Liquidated Damages equal to the average daily Royalties and Marketing/Reservation Contributions for the one-year period preceding the date of your condemnation notice to us multiplied by 365 less the number of days in the Notice Period. This payment will be made within 30 days after Condemnation is completed (when you close the Facility or you deliver it to the condemning authority). You will pay no Liquidated Damages if the Condemnation is completed after the Notice Period expires. For the sake of clarity, you must continue to pay when due the fees, set forth in this Agreement, including under Section 7, and all other agreements with us or our affiliates pertaining to the Facility until Condemnation is completed.

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

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

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

13.2 **Other Duties.** You will pay all amounts owed to us under this Agreement and any related ancillary agreements with us or our affiliates pertaining to the Facility within 10 days after Termination. We may immediately remove the Facility from the Reservation System and divert reservations as authorized in Section 11.4. We may notify third parties that the Facility is no longer associated with the Chain. We also may, to the extent permitted by applicable law, and without prior notice enter the Facility and any other parcels, remove software (including archive and back-up copies) for accessing the Reservation System, all copies of the System Standards Manual, Confidential Information, equipment and all other personal property of ours. If you have not completed your de-identification obligations to our satisfaction, we may paint over or remove and purchase for $10.00, all or part of any interior or exterior Mark-bearing signage (or signage face plates), including billboards, whether or not located at the Facility, that you have not removed or obliterated within five days after Termination. You will promptly pay or reimburse us for our cost of removing such items, net of the $10.00 purchase price for signage. We will exercise reasonable care in removing or painting over signage. We will have no obligation or liability to restore the

Facility to its condition prior to removing the signage. We shall have the right, but not the obligation, to purchase some or all of the Facility's Mark-bearing FF&E and supplies at the lower of their cost or net book value, with the right to set off their aggregate purchase price against any sums then owed us by you. You will transfer to us any domain names you own that include any material portion of the Marks.

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

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

14. <u>Your Representations and Warranties</u>. You expressly represent and warrant to us as follows:

14.1 **Quiet Enjoyment and Financing.** You own, or will own prior to commencing improvement, or lease, the Location and the Facility. You will be entitled to possession of the Location and the Facility during the entire Term without restrictions that would interfere with your performance under this Agreement, subject to the reasonable requirements of any financing secured by the Facility. You have, when you sign this Agreement, and will maintain during the Term, adequate financial liquidity and financial resources to perform your obligations under this Agreement. If you are an entity, all of your owners or any of the individuals disclosed on Schedule B, including any subsequent person or entity that becomes an owner at any time after the Effective Date, shall sign our then-current form of personal guaranty guaranteeing all of your obligations under this Agreement, unless expressly waived by us in our sole discretion.

14.2 **This Transaction.** You have received our FDD at least 14 days before signing this Agreement or paying any fee to us. You and the persons signing this Agreement for you have full power and authority and have been duly authorized, to enter into and perform or cause performance of your obligations under this Agreement. You have obtained all necessary approvals of your owners, Board of Directors and lenders. No executory franchise, license or affiliation agreement for the Facility exists other than this Agreement. Your execution, delivery and performance of this

Agreement will not violate, create a default under or breach of any charter, bylaws, agreement or other contract, license, permit, indebtedness, certificate, order, decree or security instrument to which you or any of your principal owners is a party or is subject or to which the Facility is subject. Neither you nor the Facility is the subject of any current or pending merger, sale, dissolution, receivership, bankruptcy, foreclosure, reorganization, insolvency, or similar action or proceeding on the date you execute this Agreement and was not within the three years preceding such date, except as disclosed in the application. You will submit to us the documents about the Facility, you, your owners and your finances that we request in the application (or after our review of your initial submissions) before or within 30 days after you sign this Agreement. You represent and warrant to us that the information you provided in your application is true, correct and accurate. To the best of your knowledge, neither you nor any of your owners (if you are an entity), officers, directors, employees, or anyone else affiliated or associated with you, whether by common ownership, by contract, or otherwise, has been designated as, or is, a terrorist, a "Specially Designated National" or a "Blocked Person" under U.S. Executive Order 13224, in lists published by the U.S. Department of the Treasury's Office of Foreign Assets Control, or otherwise.

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

14.4 **Copyright and Other Licenses.** You are the owner of all right, title, and interest in and to the copyright, or you otherwise have the right to use and license others to use, and you have adequate releases from any persons appearing in, any Facility Images which you provide us for use in marketing the Facility. You hereby grant to us, our parent, subsidiaries and affiliates, or our designee, a non-exclusive, limited, revocable license to use such Facility Images to market, promote, and advertise the Facility and to display and use the Facility Images in connection with the System and the Marks during the Term.

15. Proprietary Rights.

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

15.2 **Inurements.** All present and future distinguishing characteristics, improvements and

additions to or associated with the System by us, you or others, and all present and future service marks, trademarks, copyrights, service mark and trademark registrations used and to be used as part of the System, and the associated good will, shall be our property and will inure to our benefit. No good will shall attach to any secondary designator that you use.

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

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

15.5 **Litigation.** You will promptly notify us of (i) any adverse or infringing uses of the Marks (or names or symbols confusingly similar), Confidential Information or other System intellectual property, and (ii) any threatened or pending litigation related to the System against (or naming as a party) you or us of which you become aware. We alone have the right to control any proceeding or litigation involving use of all or any part of the System, including any settlement. You will cooperate with our efforts to resolve these disputes. We need not initiate suit against imitators or infringers who do not have a material adverse impact on the Facility, or any other suit or proceeding to enforce or protect the System in a matter we do not believe to be material. We also have the right to keep all sums obtained in settlement or as a damages award in any proceeding or litigation

without any obligation to share any portion of the settlement sums or damages award with you. You will cooperate with our efforts to resolve these disputes.

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

16. Relationship of Parties.

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

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

17. Legal Matters.

17.1 **Partial Invalidity.** If all or any part of a provision of this Agreement violates the law of your state (if it applies), such provision or part will not be given effect. If all or any part of a provision of this Agreement is declared invalid or unenforceable, for any reason, or is not given

effect by reason of the prior sentence, the remainder of the Agreement shall not be affected. However, if in our judgment the invalidity or ineffectiveness of such provision or part substantially impairs the value of this Agreement to us, then we may at any time terminate this Agreement by written notice to you without penalty or compensation owed by either party.

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

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

HAWTHORN SUITES FRANCHISING, INC.:
22 Sylvan Way, Parsippany, New Jersey 07054-0278
Attention: Vice President - Contracts Compliance
E-mail address: Suzanne.Fenimore@wyndham.com

Your name: _____
Your address: _____
Attention: _____
Your e-mail address: _____

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

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

17.6 **Choice of Law; Venue; Dispute Resolution.**

17.6.1 This Agreement will be governed by and construed under the laws of the State of New Jersey, except for its conflicts of law principles. Neither the New Jersey Franchise Practices Act (the "Act"), any successor act, nor any other law enacted by the State of New Jersey that supplements such Act or successor act will apply to any Facility located outside the State of New Jersey.

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

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

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

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

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

WE:
HAWTHORN SUITES FRANCHISING, INC.

By: _____
Name: _____
Title: _____

YOU:
_____

By:_____
Name: _____
Title:_____

APPENDIX A

DEFINITIONS

Additional Fees means the fees charged under Section 7.1.2 other than the Marketing/Reservation Contribution.

Agreement means this Franchise Agreement.

Application Fee means the fee you pay when you submit your application for a Franchise under Section 6.

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

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

Chain means the network of Chain Facilities.

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

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

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

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

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

Design Standards mean standards specified in the System Standards Manual from time to time for design, construction, renovation, modification and improvement of new or existing Chain Facilities, including all aspects of facility design, number of rooms, rooms mix and configuration, construction materials, workmanship, finishes, electrical, mechanical, structural, plumbing, HVAC, utilities,

access, life safety, parking, systems, landscaping, amenities, interior design and decor and the like for a Chain Facility.

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

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

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

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

FF&E means furniture, fixtures, and equipment.

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

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

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

Franchise Year means:

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

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

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

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

Improvement Obligation means your obligation to either (i) renovate and upgrade the Facility, or (ii) construct and complete the Facility, in accordance with the Approved Plans and System Standards, as described in Schedule D.

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

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

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

Location means the parcel of land situated at _____, as more fully described in Schedule A or such other documentation that reflects the legal description of the land on which the Facility is located.

Losses and Expenses means (x) all payments or obligations to make payments either (i) to or for third party claimants by any and all Indemnitees, including guest refunds, or (ii) incurred by any and all Indemnitees to investigate, respond to or defend a matter, including without limitation

investigation and trial charges, costs and expenses, attorneys' fees, experts' fees, court costs, settlement amounts, judgments and costs of collection; and (y) the "Returned Check Fee" we then specify in the System Standards Manual ($100.00 on the Effective Date) if the drawee dishonors any check that you submit to us.

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

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

Marketing/Reservation Contribution means the fees you pay to us under Section 7 and Schedule C for marketing, advertising, training, the Reservation System and other services.

Marketing Fund means the fund to which the Chain Facilities' Marketing/Reservation Contributions are credited.

Marketing Standards means the standards specified from to time in the System Standards for marketing programs in which the Facility participates and your use of the Marks in marketing or promoting the Facility.

Marks means, collectively (i) the service marks associated with the System published in the System Standards Manual from time to time including, but not limited to, the name, design and logo for "Hawthorne," "Hawthorn Suites," "Hawthorn Suites by Wyndham," "Hawthorn Extended Stay," Hawthorne Extended Stay by Wyndham" (including U.S. Reg. Nos.: 5,865,224; 4,198,186; 3,887,289; 3,887,288; 3,881,027; 7,267,263; 7,267,278; and 7,267,285; and U.S. Application No.: 98038287) and other marks and (ii) trademarks, trade names, trade dress, logos and derivations, and associated good will and related intellectual property interests.

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

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

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

Opening Date has the meaning specified in Schedule D.

Operations Standards means standards specified in the System Standards Manual for cleanliness,

housekeeping, general maintenance, repairs, concession types, food and beverage service, vending machines, uniforms, staffing, employee training, guest services, guest comfort and other aspects of lodging operations.

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

Property Improvement Plan or PIP means the list of upgrades, updates, improvements, repairs, repainting, refurbishing, replacements, and other requirements we prepare that are required to be completed pursuant to this Agreement.

Prototype Plans has the meaning specified in Schedule D for New Construction Facilities.

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

Recurring Fees means fees paid to us on a periodic basis, including without limitation, Royalties, Marketing /Reservation Contributions, and other reservation fees and charges as stated in Section 7.

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

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

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

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

Royalty means the monthly fee you pay to us for use of the System under Section 7.1.1. "Royalties" means the aggregate of all amounts owed as a Royalty.

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

Standards; (e) training programs and materials; (f) quality assurance inspection and scoring programs; and (g) the Reservation System.

System Standards means the standards for participating in the Chain and using the System published in the System Standards Manual, or elsewhere, including but not limited to Design Standards, FF&E Standards, Marks Standards, Marketing Standards, Operations Standards, Technology Standards and Maintenance Standards and any other standards, policies, rules and procedures we promulgate about System operation and usage.

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

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

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

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

Termination means a termination of this Agreement.

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

We, Our, and Us mean and refer to Hawthorn Suites Franchising, Inc., a Georgia corporation, its successors and assigns.

You, Your, and Franchisee mean and refer to the party named as franchisee identified in the first paragraph of this Agreement and its Permitted Transferees.

SCHEDULE A

(Legal Description of Facility)

SCHEDULE B

PART I: YOUR OWNERS:

Name and Address	Ownership Percentage	Type of Equity Interest	Office Held (Title)

PART II: HAWTHORN FACILITY

Number of approved Suites: _____SUITES

_____
Initial

HAWTHORN SUITES FRANCHISING, INC.

SCHEDULE C
April 2025

I. Marketing/Reservation Contribution

The Marketing/Reservation Contribution is equal to 2.5% of Gross Room Revenues. We reserve the right, in our sole discretion, to increase or modify the Marketing/Reservation Contribution for all Chain Facilities from time to time to cover costs (including reasonable direct or indirect overhead costs) related to such services and programs but with at least 30 days prior written notice.

II. Additional Fees

A. Loyalty Program Fees

We charge a Loyalty Program Charge for your participation in the Wyndham Rewards or successor guest loyalty program. The Loyalty Program Charge is currently 4.25% - 5.5% of any amounts on which members of the Loyalty Program earn points or other program currency at the Facility as defined in the Front Desk Guide or any other program rules, which are System Standards. The Loyalty Program Charge may vary within the stated range based on the number of Wyndham Rewards valid enrollments obtained by the Facility during a defined measurement period, or other metric we determine in our sole discretion from time to time, as described in the Front Desk Guide ("Loyalty Metric"). We will proactively match and award members with points or other program currency they earn at the Facility even if they do not present their Wyndham Rewards membership number upon check–in. You will be billed monthly in arrears for points or other program currency awarded to members during the preceding month. If you do not achieve a certain number of Wyndham Rewards valid enrollments during the defined measurement period (or other Loyalty Metric that we may require from time to time), you must pay us a Missed Valid Enrollment Fee of up to $400 per month, as described in the Front Desk Guide. If you do not process a member's points in a timely manner and we must resolve the issue with the member, we will charge you a Loyalty Member Services Administration Fee as described in the Front Desk Guide.

B. Customer Care Costs

We will contact you if we receive any guest complaint about you or the Facility, and you will be responsible for resolving the complaint to the satisfaction of the guest. If you do not respond to resolve any complaint to the satisfaction of the guest within the time frame we establish in System Standards, we may resolve the complaint and will charge you for the costs we incur to settle the matter with the guest. All guest complaints remain subject to indemnification under this Agreement.

C. Wyndham Response Fees

We will respond to certain customer surveys and online reviews of the Facility and its services and staff, which may include complaints that are posted on third-party travel websites. You will pay us $15.00 for each "detractor" review to which we respond and $6.00 for each "neutral" review to which we respond, as such terms are described in the System Standards Manual. These charges are intended to reimburse us for the costs of responding to such reviews and are not intended as penalties.

D. **Best Rate Guarantee Processing Fee**

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

E. **Reconnection Fee**

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

F. **Other Fees, Commissions and Charges**

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

You will also pay commissions for (a) reservations booked by "Agents" and/or (b) qualified reservations consumed by members of affinity groups and organizations that participate in our Member Benefits program. You must pay our service charge of 1.5% of commissionable revenue, if applicable. "Agents" include, but are not limited to, travel agents, on-line travel and referral websites, travel consortia, travel management companies, and global sales agents, as well

as digital media linking to Chain websites and unique call center numbers purchased by the pay-for-performance program ("PFP"). These commission payments may go to the Agent, affinity group or organization in whole or a portion of the payment may be allocated to various marketing activities and/or to our Global Sales Organization to offset its administrative and overhead costs for supporting the Member Benefit Program and other programs that generate room nights at Chain Facilities, or, in the case of the PFP program, to fund purchases of additional digital media directing consumers to Chain websites and unique call center numbers.

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

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

SCHEDULE D
ADDENDUM FOR CONVERSION FACILITIES

This Addendum and the attached Property Improvement Plan apply if you are converting an existing guest lodging facility to a Chain Facility.

1. YOUR IMPROVEMENT OBLIGATION.

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

1.2 Pre-Opening Improvements. You must complete all renovations specified as "prior to opening" on the PIP before we consider the Facility to be ready to open under the System. The deadline for completing the pre-opening phase of conversion and the renovations shall be as specified on any PIP attached to this Agreement, but is otherwise 270 days from the Effective Date. You must continue renovation and improvement of the Facility after the Opening Date if the PIP so requires. We may, in our sole discretion, terminate this Agreement by giving written notice to you (subject to applicable law) if (1) you do not commence or complete the pre-opening improvements of the Facility by the dates specified on the PIP or otherwise and you fail to do so within five days after we send you written notice of default, or (2) you prematurely identify the Facility as a Chain Facility or begin operation under the System in violation of this Schedule and you fail to cease operating and/or identifying the Facility under the Marks and System within five days after we send you written notice of default. If we choose to grant an extension of any deadlines, including the Facility's Opening Date, we may require you to pay us an extension fee of $10,000. The extension fee, if assessed, is due within ten days of the Facility's Opening Date. You also must also pay us the Reinspection Fee described in Section 3.7 if you fail to complete the Improvement Obligation by the deadline established in the PIP or otherwise and our representatives must return to the Facility to inspect it. In limited circumstances, you may identify the Facility as a Chain Facility prior to the Opening Date, or commence operation of the Facility under a Mark and using the System, only after first obtaining our prior written approval. If you identify the Facility as a Chain Facility or operate the Facility under a Mark before the Opening Date without our express written consent, then in addition to our remedies under Section 11, you will begin paying the Royalty to us, as specified in Section 7.1, from the date you identify or operate the Facility using the Mark. We may delay the Opening Date until you pay the Royalty accruing under this Section.

1.3 Improvement Plans.

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

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

(c) Deviation from Approved Plans. We may inspect the work while in progress without prior notice. We may direct you to change the work in progress if it deviates from the Approved Plans or System Standards and may terminate this Agreement if you fail to comply with any such direction. If you encounter unexpected issues with demolition, renovation, reconstruction or refurbishment of the existing structure which make continuation of the project using the Approved Plans not commercially feasible, you must notify us immediately and provide a complete written report on the matter, including any proposal to modify the Approved Plans you believe is appropriate together with your estimate of the projected costs of meeting the Approved

Plans. We will evaluate the report, your proposal and the situation and respond within 30 days to any request to vary the Approved Plans, or provide suggestions for resolving the issues in such a manner as will be acceptable to us. Neither party shall terminate this Agreement unless and until such notice is given and the 30-day period shall have elapsed without agreement on modifying the Approved Plans. If either party then decides to terminate this Agreement, you will pay, if then not paid, and we will retain, the full Initial Fee. Provided that we determine in our reasonable discretion that continuation of the project using the Approved Plans or any modification of the Approved Plans is not commercially feasible then Liquidated Damages shall not be owed.

2. INTEGRATION AND MANDATORY SUPPORT SERVICES AND FEES.

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

2.2 Mandatory Support Services and Fees. We will arrange to have our preferred photography provider take digital photographs of the Facility in accordance with System Standards for use on our Chain Websites, third-party travel websites and various marketing media and such photographs will be owned by us. You will pay $2,750 for the required photo package; you may incur additional costs based on the number of room types and amenities at the Facility. If we allow you to open the Facility before your installation of permanent signage, we will arrange for one of our Approved Suppliers to provide temporary exterior signage for the Facility in the form of a Mark-bearing bag to cover your existing primary free-standing sign. You will pay $1,250 for this temporary signage. If you install permanent signage from an Approved Supplier for the Facility on or before the Opening Date, or if within thirty (30) days of the Opening Date you sign a quote and pay the required deposit for permanent signage from the vendor assigned to provide temporary signage for the Facility, then you will not be charged this temporary signage fee. We will provide training for your general manager as set forth in Section 4.1 of the Agreement if he/she attends the training by the deadline set forth in Section 4.1. The tuition for this mandatory training program is currently $2,250. We will provide training for your staff at your Facility. This training is conducted on site at your Facility and depending on your room count will last between one and five days and cost between $750 to $3,750. If you have not previously owned a Chain facility or any hotel licensed by one of our affiliates, we will also provide owner training. There is no fee for the first attendee of the program, which may run for up to three days at a location we designate. You may choose to send additional attendees for a charge of $1,000 each. You are also responsible for facilitator, or your, travel, lodging and meal expense for on-site and owner training. We will provide a comprehensive curriculum of hotel operations training. The cost of ongoing learning and development support for your entire hotel team currently is $1,200 per year.

3. DEFINITIONS.

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

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

Prototype Plans Agreement means the agreement that your designated architect will execute in order to receive a copy of the Prototype Plans.

SCHEDULE D
ADDENDUM FOR CONVERSION FACILITIES

[Property Improvement Plan Attached]

SCHEDULE D
ADDENDUM FOR NEW CONSTRUCTION FACILITIES

This Addendum and the attached Milestone Schedule apply if you are constructing a new Chain Facility.

1. YOUR IMPROVEMENT OBLIGATION.

1.1 Generally. You must select and acquire the Location and acquire, design, construct, equip and supply the Facility in accordance with this Agreement and System Standards. You must provide us with proof that you own or are the lessee under a ground lease for the Location by the earlier to occur of (a) 90 days after the Effective Date or (b) the Opening Date. You must maintain control of the Facility consistent with such documentation during the Term. You must submit "Preliminary Plans" and a copy of your agreement with your selected FF&E vendor and/or design company no later than 180 days from the Effective Date. You must obtain our approval for your plans and submit the Approved Construction Plans to applicable governmental authorities for permitting and submit to us a copy of your agreement with your general contractor no later than 9 months after the Effective Date. You must commence construction of the Facility no later than 18 months after the Effective Date, and complete construction, and properly deliver the Certification as described in subsection 1.3 of this Schedule, and open the Facility under the Chain with our authorization no later than 30 months from the Effective Date. Construction commences, for purposes of this Schedule, when all of the following occur: (x) we approve a site plan, completed working drawings and detail specifications for the Facility; (y) governmental permits are issued to commence foundation construction; and (z) you commence pouring concrete for building footings. Time is of the essence for the completion of the Improvement Obligation. We may, however, in our sole discretion, grant extensions of time to perform any phase of the Improvement Obligation. The grant of an extension will not waive any other default existing at the time the extension is granted. All construction must comply with System Standards, any Approved Plans, and this Agreement. Your general contractor or you must carry the insurance required under this Agreement during construction.

1.2 Pre-Opening. We may, in our sole discretion, terminate this Agreement by written notice to you (subject to applicable law) if you do not meet the deadlines above. If we choose to grant an extension of any deadline, including the Opening Date, we may require you to pay us a non-refundable extension fee of $10,000. The extension fee, if assessed, is due within 10 days of the Facility's Opening Date. You also must pay us the Reinspection Fee described in Section 3.7 if the Facility fails the inspection you designate as the completion inspection, does not meet our Standards or conform to the Approved Plans, and our representatives must return to the Facility to inspect it. In limited circumstances, you may identify the Facility as a Chain Facility prior to the Opening Date, or commence operation of the Facility under a Mark and using the System, only after first obtaining our prior written approval, but in no event before the Facility passes our completion inspection, at which we determine that the Facility as built meets our System Standards, and we receive from you and your architect or contractor the Certification described in subsection 1.3 below. If you identify the Facility as a Chain Facility or operate the Facility

under a Mark before the Opening Date without our express written consent, then in addition to our remedies under Section 11, you will begin paying the Royalty to us, as specified in Section 7.1, from the date you identify or operate the Facility using the Mark. We may delay the Opening Date until you pay the Royalty accruing under this Section.

1.3 ADA Certification. Your architect must certify to us and to you that the Facility's plans and specifications comply with the design requirements of the Americans with Disabilities Act ("ADA"), the Department of Justice Standards for Accessible Design ("ADA Standards") under the ADA, and all codes that apply using the ADA Certification Form for New Construction (Pre-Construction) in Exhibit A. Before we authorize you to open the Facility, you must complete and submit the ADA Certification Form for New Construction (Post-Construction) attached as Exhibit B (Exhibits A and B, collectively, the "Certification"). You must complete the Certification per their instructions and submit to us only after they have been signed by your general contractor, your architect of record or a consulting architect you hire for the Certification. If you cannot obtain the signature of the contractor or such an architect for the Certification, you must sign the Franchisee's Certification of Compliance on the signature page of the Certification. If we determine that the Certification has not been properly completed, or if we have actual knowledge (not constructive or implied knowledge) that the signatures on the Certification are false or fraudulent, we will return the Certification to you with written notice that we will not permit you to open the Facility for business under the System until we receive a properly completed Certification. We may terminate this Agreement under Section 11 if you do not submit the Certification properly completed before you open the Facility under the System, you fail to meet the deadline for completing the Facility specified in this Schedule because you do not submit a properly completed Certification, or if you submit a false or fraudulent Certification. We will delay the Opening Date until you submit the properly completed Certification. We shall not be liable to you or any third party if the Certification is improperly completed or the Facility is not built or operated in compliance with ADA.

1.4 Improvement Plans.

(a) Prototype Plans. We will provide your designated architect with a set of "Prototype Plans" for the construction, renovation or furnishing of the Facility, which your architect can use for creating the construction documents. To receive the Prototype Plans, you will be required to electronically designate an architect who must electronically accept the Prototype Plans Agreement. Within 15 days after we electronically receive the signed Prototype Plans Agreement, we will deliver to your architect a complete set of our Prototype Plans. Your architect and you will create construction documents (including a project manual and working drawings) for construction of the Facility based upon the Prototype Plans, System Standards and this Agreement so that it conforms as closely as possible to the Prototype Plans and System Standards, and then submit them for our approval before starting improvement of the Location. We will not unreasonably withhold or delay our approval, which is intended only to test compliance with System Standards, and not to detect errors or omissions in the work of your architects, engineers, contractors or the like, who must exercise their own independent professional care, skill and diligence in the design and construction of your Facility. Our review does not cover technical, architectural or engineering factors relating to the Location, or compliance with federal, state or local laws, regulations or code requirements, including without limitation, compliance with the ADA, for which your architect is responsible. You must allow for 10 days of review each time you submit plans to us.

We will not be liable to your lenders, contractors, employees, guests, others, or you on account of our review or approval of your plans, drawings or specifications, or our inspection of the Facility, before during or after construction or any subsequent renovation. Any material violation from the Approved Plans requires our prior written approval. Approved Plans must incorporate design elements as set forth in System Standards. You may purchase furniture, fixtures, equipment and other supplies that you may need during construction of the Facility through our affiliate, Worldwide Sourcing Solutions, Inc.'s "Approved Supplier" program. If you choose to purchase certain design items from a supplier other than an Approved Supplier, we may charge you a Custom Interior Design Review Fee, currently $6,000. This fee will be assessed for our review of custom interior design drawings, which you must submit to us to ensure compliance with our interior design standards. We may offer other optional architectural and design services for a separate fee. You will promptly provide us with copies of permits, job progress reports, and other information as we may reasonably request.

(b) Construction Costs. Before we authorize you to open the Facility, we may request that you furnish us with information about the construction costs of the Facility by providing a copy of your contractor's application for payment on AIA form G702 and G703 or other documentation reasonably acceptable to us. We will use this information, along with similar information obtained from other franchisees, to more accurately project the cost of developing new construction Facilities in the United States, which we are required to disclose in our Franchise Disclosure Document for new franchisees. We will not disclose outside of our organization or our consultants any information you give to us in a manner which would enable other franchisees or persons to determine your costs for constructing your Facility.

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

2. INTEGRATION AND MANDATORY SUPPORT SERVICES AND FEES.

2.1 Integration Services. We will provide training through various on-line courses on subjects such as quality assurance, housekeeping, preventative maintenance, customer service, and the

request for proposal process. A member of our field team will also assist with property operations topics including Systems Standards and use of the Chain's intranet site. These services are provided as part of the Initial Fee required in Section 6.

2.2 Mandatory Support Services and Fees. We will arrange for our preferred photography provider to take digital photographs of the Facility in accordance with System Standards for use on our Chain Websites, third-party travel websites and various marketing media and such photographs will be owned by us. You will pay $2,750 for the required photo package; you may incur additional costs based on the number of room types and amenities at the Facility. We will provide general manager certification training for your general manager as set forth in Section 4.1 of the Agreement if he/she completes the training by the deadline set forth in Section 4.1. The tuition for this mandatory training program is currently $2,250. We will provide Opening Training for your staff at your Facility. This training is conducted on site at your Facility and depending on your room count will last between one and five days and cost between $750 to $3,750. We will provide a comprehensive curriculum of hotel operations training. The cost of ongoing learning and development support for your entire hotel team currently is $1,200 per year. You are also responsible for facilitator, or your, travel, lodging and meal expense for trainings.

3. DEFINITIONS.

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

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

Prototype Plans Agreement means the agreement that your designated architect will execute in order to receive a copy of the Prototype Plans.

SCHEDULE D
ADDENDUM FOR NEW CONSTRUCTION FACILITIES

Milestone Schedule

Milestone	Deadline for Completion
1) Provide us with proof that you own or are the lessee under a ground lease for the Location	[Insert date 90 days from the Effective Date]
2) Provide us with Preliminary Plans	[Insert date 180 days from the Effective Date]
3) Provide us with proof that you have submitted your Approved Construction Plans to applicable governmental authorities for permitting and send us a copy of your agreement with your general contractor.	[Insert date nine months from Effective Date]
4) Commence construction of the Facility as defined in subsection 1.1 of this Schedule	[Insert date 18 months from the Effective Date]*
5) Complete construction and properly deliver the Certification as described in subsection 1.3 of this Schedule	[Insert date 30 months from the Effective Date]

*Failure to complete Milestones 1, 2, or 3 by the Deadlines for Completion listed above will reduce the Deadline for Completion for Milestone 4 from 18 months to 12 months from the Effective Date.

_____
Initial

INSTRUCTIONS

New construction projects whose last application for a building permit or permit extension is certified to be complete by a state, county, or local government (or, in those jurisdictions where the government does not certify completion of applications, the date when the last application for a building permit or permit extension is received by the state, county, or local government) on or after March 15, 2012 must comply with the ADA standards published on September 15, 2010 (28 C.F.R. Part 36, subpart D, and 2004 ADA Standards at 36 C.F.R. Part 1191, Appendices B and D). Thus, for projects that fall within this category, owners must use Exhibit A at the pre-construction stage and Exhibit B at the post-construction stage.

EXHIBIT A

ADA CERTIFICATION FORM FOR NEW CONSTRUCTION (PRE-CONSTRUCTION)

In connection with the project identified as: _____

To the best of my professional knowledge, information and belief, I hereby state the following:

1. I have professional experience applying the requirements of the Americans with Disabilities Act (ADA) and the 2010 Standards at 28 C.F.R. Part 36, subpart D, and 2004 ADA Standards at 36 C.F.R. Part 1191, Appendices B and D.

2. I have reviewed the plans (including architectural interior design plans if they are available prior to construction).

3. The plans comply with the 2010 Standards.

4. I have specifically determined that the plans provide:

    a. The number of accessible car and van-accessible parking spaces required by the 2010 Standards (if parking facilities are to be provided);

    b. The number of accessible rooms with features for guests with mobility disabilities (including the required number of accessible rooms with roll-in showers) and the number of accessible rooms with communications features for guests who are deaf or hard of hearing required under 2010 Standards.

    c. An inventory of accessible rooms with mobility features and communications features for guests with hearing impairments that is dispersed among the various room types offered to the public as required by the 2010 Standards.

Sign: _____

Print Name: _____

Firm:_____

Date: _____

EXHIBIT B

ADA CERTIFICATION FORM FOR NEW CONSTRUCTION (POST-CONSTRUCTION)

1. I have professional experience applying the requirements of the Americans with Disabilities Act (ADA) and the 2010 Standards at 28 C.F.R. Part 36, subpart D, and 2004 ADA Standards at 36 C.F.R. Part 1191, Appendices B and D.

2. I have inspected all areas of the hotel that are open to the public (including accessible guest rooms), and they comply with the 2010 Standards.

3. I have specifically determined that the hotel, as constructed, provides:

    a. The number of accessible car and van-accessible parking spaces required by the 2010 Standards (if parking facilities are to be provided);

    b. The number of accessible rooms with features for guests with mobility disabilities (including the required number of accessible rooms with roll-in showers) and the number of accessible rooms with communications features for guests who are deaf or hard of hearing required under the 2010 Standards.

    c. An inventory of accessible rooms with mobility features and communications features for guests with hearing impairments that is dispersed among the various room types offered to the public as required by the 2010 Standards.

Sign: _____

Print Name: _____

Firm:_____

Date: _____

SCHEDULE D
ADDENDUM FOR TRANSFER FACILITIES

This Addendum and the attached Property Improvement Plan apply if you are the transferee of an existing Chain Facility.

1. TRANSFER AND ASSUMPTION.

1.1 This Addendum is for the transfer of an existing Chain Facility at the Location first granted to _____ ("Prior Franchisee") in a franchise agreement with us dated _____ (the "Prior Agreement"). You assume and obligate yourself to perform any and all of the obligations (financial and otherwise) of the Prior Franchisee under the Prior Agreement that are not paid or performed as of the Effective Date, including without limitation, the obligation to pay any unpaid Royalties, Marketing/Reservation Contributions or other amounts due us and to correct any uncured defaults, except as may be expressly superseded by this Agreement. You acknowledge that we may require you or your staff to complete training on the use of a property management or similar computer system and software for accessing the Reservation System and pay our then-current fees for such training.

2. YOUR IMPROVEMENT OBLIGATION.

2.1 Generally. You must acquire the Location and acquire, equip and supply the Facility in accordance with this Agreement and System Standards. You must provide us with proof that you own or lease the Facility by the Opening Date. You must maintain control of the Facility consistent with such documentation during the Term. You must begin renovation of the Facility no later than 30 days after the Effective Date. Time is of the essence for the completion of the Improvement Obligation. We may, however, in our sole discretion, grant one or more extensions of time to perform any phase of the Improvement Obligation. The grant of an extension will not waive any other default existing at the time the extension is granted. All renovations must comply with System Standards, any Approved Plans, this Agreement and the PIP. Your general contractor or you must carry the insurance required under this Agreement during renovation. The deadline for completing the Improvement Obligation shall be as specified on any PIP attached to this Agreement, but is otherwise 270 days from the Effective Date. We may, in our sole discretion, terminate this Agreement by giving written notice to you (subject to applicable law) if you do not commence or complete the improvement of the Facility by the dates specified in the PIP or otherwise and you fail to do so within five days after we send you written notice of default. You also mut pay us the Reinspection Fee described in Section 3.7 if you fail to complete any Improvement Obligation by the deadline established in the PIP or otherwise and our representatives must return to the Facility to inspect it.

_____ [If the Facility was in quality assurance default immediately before the Effective Date of the transfer, add the following to the end of Section 2.1:]

You and we acknowledge that Prior Franchisee received one or more notices of default from us before the Effective Date regarding the Facility's failure to meet System Standards. Prior Franchisee did not cure the default before the Effective Date. We have approved the application you submitted to us and have entered into this Agreement in reliance upon your promise and undertaking to complete the Improvement Obligation, including the renovations, operational

changes, repairs, refurbishment, replacements, and capital improvements necessary to conform the Facility to System Standards as detailed on the PIP attached to this Agreement. You must erect a barrier or place signage acceptable to us to exclude Chain guests from any areas under renovation or construction while completing the Improvement Obligation. We may require you to remove, cease display or use, or completely obscure all signage and other items bearing any Marks until the Facility meets System Standards in our discretion. We may, in our sole discretion, terminate this Agreement by giving written notice to you (subject to applicable law) if you continue to display the Marks and identify the Facility as a Chain Facility five days after we send you written notice that you have failed to complete the Improvement Obligation by the date specified in the PIP or otherwise.

2.2 Improvement Plans. You will create plans and specifications for the work described in Section 2.1 of this Schedule D (based upon the System Standards and this Agreement) if we so request and submit them for our approval before starting improvement of the Location. We will not unreasonably withhold or delay our approval, which is intended only to test compliance with System Standards, and not to detect errors or omissions in the work of your architects, engineers, contractors or the like, who must exercise their own independent professional care, skill and diligence in the design and renovation of your Facility. Our review does not cover technical, architectural or engineering factors relating to the existing structure at the Location, or compliance with federal, state or local laws, regulations or code requirements, for which your architect is responsible. You must allow for 10 days of our review each time you submit plans to us. We will not be liable to your lenders, contractors, employees, guests, others or you on account of our review or approval of your plans, drawings or specifications, or our inspection of the Facility before, during or after renovation or construction. Any material variation from the Approved Plans requires our prior written approval. Approved Plans must incorporate design elements as set forth in System Standards. You may purchase furniture, fixtures, equipment and other supplies that you may need during renovation of the Facility through our affiliate, Worldwide Sourcing Solutions, Inc.'s "Approved Supplier" program. If you choose to purchase certain design elements from a supplier other than an Approved Supplier, we may charge you a Custom Interior Design Review Fee, currently $6,000. This fee will be assessed for our review of custom interior design drawings, which you must submit to ensure compliance with our interior design standards. We may offer other optional architectural and design services for a separate fee. You will promptly provide us with copies of permits, job progress reports, and other information as we may reasonably request. We may inspect the work while in progress without prior notice.

2.3 Identification of Facility. You may continue to identify and operate the Facility as part of the System while you perform the Improvement Obligation, if any.

3. MANDATORY SUPPORT SERVICES AND FEES.

3.1 Mandatory Support Services and Fees. We will provide training for your general manager as set forth in Section 4.1 of the Agreement if he/she attends the training by the deadline set forth in Section 4.1. The tuition for this mandatory training is currently $2,250. We will provide a comprehensive curriculum of hotel operations training. The cost of ongoing learning and development support for your entire hotel team currently is $1,200 per year.

4. DEFINITIONS.

Effective Date means the date that you first take possession of the Facility, even if you sign this Agreement after the date you first take possession of the Facility.

Opening Date means the date as of which we authorize you to open the Facility for business identified by the Marks and using the System, even if you sign this Agreement after that date. Unless we require that you close the Facility to perform any pre-opening Improvement Obligation, the Opening Date is the Effective Date.

SCHEDULE D
ADDENDUM FOR TRANSFER FACILITIES

[Property Improvement Plan Attached]

SCHEDULE D
ADDENDUM FOR RENEWAL FACILITIES

This Addendum and the attached Property Improvement Plan apply if you are renewing the franchise for an existing Chain Facility by entering into a new Franchise Agreement.

1. CONTINUING OBLIGATION.

1.1 This Addendum is for the renewal of the Franchise for an existing Chain Facility first granted to you in a franchise agreement dated _____ (the "Prior Agreement"). You must perform any and all of your obligations (financial and otherwise) under the Prior Agreement remaining as of the date of this Agreement and correct any uncured defaults, except as may be expressly superseded by this Agreement. If the Facility's general manager has not completed our Hospitality Management Program during the eight years immediately preceding the Effective Date, then he/she will be required to participate as set forth in Section 4.1.1 and pay the current fee of $2,250.

2. YOUR IMPROVEMENT OBLIGATION.

2.1 Generally. You must renovate and improve the Facility in accordance with this Agreement and System Standards. You must provide us with proof that you own or lease the Facility by the Opening Date. You must maintain control of the Facility consistent with such documentation during the Term. You must begin renovation of the Facility no later than 30 days after the Effective Date. Time is of the essence for the completion of the Improvement Obligation. We may, however, in our sole discretion, grant one or more extensions of time to perform any phase of the Improvement Obligation. The grant of an extension will not waive any other default existing at the time the extension is granted. All renovations must comply with System Standards, this Agreement and the PIP. Your general contractor or you must carry the insurance required under this Agreement during renovation. The deadline for completing the Improvement Obligation shall be as specified on any PIP attached to this Agreement, but is otherwise 90 days from the Effective Date. We may, in our sole discretion, terminate this Agreement by giving written notice to you (subject to applicable law) if you do not commence or complete the improvement of the Facility by the dates specified in the PIP or otherwise and you fail to do so within five days after we send you written notice of default. You also must pay us the Reinspection Fee described in Section 3.7 if you fail to complete any Improvement Obligation by the deadline established in the PIP or otherwise and our representatives must return to the Facility to inspect it.

2.2 Improvement Plans. You will create plans and specifications for the work described in Section 2.1 of this Schedule D (based upon the System Standards and this Agreement) if we so request and submit them for our approval before starting improvement of the Location. We will not unreasonably withhold or delay our approval, which is intended only to test compliance with System Standards, and not to detect errors or omissions in the work of your architects, engineers, contractors or the like, who must exercise their own independent professional care, skill and diligence in the design and renovation of your Facility. Our review does not cover technical, architectural or engineering factors relating to the existing structure at the Location, or compliance with federal, state or local laws, regulations or code requirements, for which your

architect is responsible. You must allow for 10 days of our review each time you submit Plans to us. We will not be liable to your lenders, contractors, employees, guests, others or you on account of our review or approval of your plans, drawings or specifications, or our inspection of the Facility before, during or after renovation or construction. Any material variation from the Approved Plans requires our prior written approval. Approved Plans must incorporate design elements as set forth in System Standards. You may purchase furniture, fixtures, equipment and other supplies that you may need during renovation of the Facility through our affiliate, Worldwide Sourcing Solutions, Inc.'s "Approved Supplier" program. If you choose to purchase certain design elements from a supplier other than an Approved Supplier, we may charge you a Custom Interior Design Review Fee, currently $6,000. This fee will be assessed for our review of custom interior design drawings, which you must submit to ensure compliance with our interior design standards. We may offer other optional architectural and design services for a separate fee. You will promptly provide us with copies of permits, job progress reports, and other information as we may reasonably request. We may inspect the work while in progress without prior notice.

2.3 Identification of Facility. You may continue to identify and operate the Facility as part of the System while you perform the Improvement Obligation, if any.

3. MANDATORY SUPPORT SERVICES AND FEES

3.1 Mandatory Support Services and Fees. We will provide a comprehensive curriculum of hotel operations training. The cost of ongoing learning and development support for your entire hotel team currently is $1,200 per year.

4. DEFINITIONS.

Opening Date has the same meaning as Effective Date.

SCHEDULE D
ADDENDUM FOR RENEWAL FACILITIES

[Property Improvement Plan Attached]

Unit No.:_____

GUARANTY

To induce Hawthorn Suites Franchising, Inc., its successors, assigns and affiliates ("you") to sign the franchise agreement, the undersigned, jointly and severally ("we," "our," or "us"), irrevocably and unconditionally (i) warrant to you that representations and warranties in the Agreements are true and correct as stated, and (ii) guaranty that Franchisee's obligations under the Agreements, including any amendments, will be punctually paid and performed. "Franchise Agreement" means the franchise agreement to which this Guaranty is attached pertaining to the Unit indicated above, and the ancillary agreements to the Franchise Agreement (such ancillary agreements and the Franchise Agreement, collectively, the "Agreements"). "Franchisee" means the party designated as the Franchisee in the Franchise Agreement.

Upon default by Franchisee and notice from you we will immediately make each payment and perform or cause Franchisee to perform each unpaid or unperformed obligation of Franchisee under the Agreements. Without affecting our obligations under this Guaranty, without notice to us, you may extend, modify or release any indebtedness or obligation of Franchisee, or settle, adjust, or compromise any claims against Franchisee. We waive notice of amendment of the Agreements. We acknowledge that the provisions of Section 17 of the Franchise Agreement, including but not limited to Section 17.4 (Remedies) and Section 17.6 (Choice of Law; Venue; Dispute Resolution, including but not limited to Section 17.6.4 (Waiver of Jury Trial)), apply to this Guaranty.

Upon the death of an individual guarantor, the estate of the guarantor will be bound by this Guaranty for obligations of Franchisee to you existing at the time of death, and the obligations of all other guarantors will continue in full force and effect.

This Guaranty may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of us has signed this Guaranty effective as of the date of the Franchise Agreement.

GUARANTORS:

_____
Name:_____
Address:_____

_____
Name:_____
Address:_____

Unit No.: _____

INITIAL FEE NOTE

$_____ Parsippany, New Jersey
Date:_____

FOR VALUE RECEIVED, the undersigned, _____, a _____ ("Maker"), and _____, _____, and _____, (each a "Co-Maker" and, collectively, the "Co-Makers") promise to pay to the order of _____, a _____ ("Holder"), the principal sum of _____ ($_____), which amount shall bear no interest unless Maker and Co-Makers default or this Note is accelerated. The principal amount will be payable in one installment due on the earlier to occur of _____, 20___, or on the Opening Date of the Facility, as both terms are defined in the Franchise Agreement (as defined below). If this Note is not paid within ten (10) days after it is due, the outstanding principal balance shall bear simple interest at a rate equal to the lesser of eighteen (18%) percent per annum or the highest rate allowed by applicable law from its due date until paid. The outstanding principal balance of this Note shall be payable in lawful money of the United States of America at 22 Sylvan Way, Parsippany, New Jersey 07054, or at such other place as Holder may direct by written notice to Maker.

If a Termination of the Franchise Agreement occurs for any reason, or Maker defaults under the Franchise Agreement and fails to cure the default within the time permitted under the Franchise Agreement, if any, or any other event occurs that permits Holder to terminate the Franchise Agreement as provided in Section 11.2, or a Transfer occurs, the outstanding principal balance of this Note shall be due and payable immediately without further notice, demand, or presentment. Any payments shall be first applied to any accrued interest and then to principal. Maker and each Co-Maker have the right to prepay this Note, in whole or in part, at any time, without premium or penalty. Prepayments of principal will be applied without notation on this Note.

This Note is issued pursuant to the franchise agreement between Holder and Maker (the "Franchise Agreement") and guaranteed by each Co-Maker for the operation of a _____ System facility located, or to be located at _____, and identified by the Unit number above (the "Facility"). All terms not defined herein shall have the same definition as in the Franchise Agreement. Maker's and each Co-Maker's obligation to pay this Note shall be absolute and unconditional, and all payments shall be made without setoff, deduction, offset, recoupment, or counterclaim.

If this Note is collected by or through an attorney-at-law, the Holder shall be entitled to collect reasonable attorneys' fees and all costs of collection. This Note is issued in and shall be governed and construed according to the laws of the State of New Jersey (without the application of conflict of laws principles). Each maker, co-maker, endorser, guarantor, or accommodation party liable for this Note waives presentment, demand, notice of demand, protest, notice of non-payment, notice of protest, notice of dishonor, and diligence in collection. Holder reserves the right to modify the terms of this instrument, grant extensions, novations, renewals, releases, discharges, compositions, and compromises with any party liable under this Note, with or without any notice to or the consent of, and without discharging or affecting the obligations of any other party liable under this Note.

The terms "Holder," "Maker," and "Co-Maker" shall be deemed to include their respective heirs, successors, legal representatives, and assigns, whether by voluntary action of the parties or by operation of law. All references to "Maker" and "Co-Maker" shall mean and include the named Maker, Co-Maker(s), and all guarantors, sureties and accommodation parties signing or endorsing this Note, each of whom shall be jointly, severally and primarily liable as the maker of this Note.

IN WITNESS WHEREOF, the undersigned have executed this instrument effective as of the date first above written.

ATTEST:

_____

MAKER:

By:_____
Name: _____
Title:_____

WITNESS:

_____

CO-MAKERS:

_____
Name: _____

WITNESS:

_____

_____
Name:_____

Unit No.: _____

DEVELOPMENT INCENTIVE NOTE*

$_____ Parsippany, New Jersey
Date:_____

FOR VALUE RECEIVED, the undersigned, _____, a _____ ("Maker"), and _____, and _____ (each a "Co-Maker" and jointly, the "Co-Makers") promise to pay to the order of _____, a _____ ("Holder"), the principal sum of _____ ($_____), which amount shall bear no interest unless this Note is accelerated. The principal amount will be disbursed by Holder to Maker when and if all of the conditions for disbursement set forth in the Franchise Agreement (as defined below) have been met.

Maker and Co-Makers will become subject to the obligation to repay or discharge this Note upon receipt of any portion of the principal amount. On each anniversary of the Facility's Opening Date, one - _____of the original principal amount will be forgiven without payment. If the principal is forgiven in its entirety, then this Note will be canceled and discharged, and the obligation to repay this Note will cease.

This Note shall be accelerated upon any of the following events (each, an "Accelerating Event"): (i) a Termination of the Franchise Agreement occurs for any reason; (ii) a Transfer occurs and the transferee does not assume Maker's obligation under this Note in a writing acceptable to Holder prior to the closing of the Transfer; (iii) the Maker loses ownership or possession or the right to possession of the Facility, or otherwise loses the right to conduct the franchised business at the Facility, whether by foreclosure, deed in lieu of foreclosure, the exercise of the secured party's rights against any pledge of Franchisee's or any parent entity's equity securities, or otherwise; or (iv) if any proceeding for the appointment of a receiver or other custodian for, or seeking marshaling or composition of or for, Maker's business or assets is filed in any court of competent jurisdiction, or otherwise commenced in accordance with legal requirements, and is not dismissed within ninety (90) days. If such an Accelerating Event occurs, the outstanding, unamortized principal balance of this Note shall be immediately due and payable without further notice, demand, or presentment. Any payments shall be first applied to any accrued interest and then to principal. Maker and each Co-Maker have the right to prepay this Note, in whole or in part, at any time, without premium or penalty. Prepayments of principal will be applied without notation on this Note.

If this Note is accelerated and is not paid in full within ten (10) days after it is due, the outstanding principal balance shall bear simple interest at a rate equal to the lesser of eighteen (18%) percent per annum and the highest rate allowed by applicable law from its due date until paid. The outstanding principal balance of this Note shall be payable in lawful money of the United States

* If a Co-Maker is a resident of community property state or certain other states, his or her spouse also must sign the Note as a co-maker.

of America at 22 Sylvan Way, Parsippany, New Jersey 07054, or at such other place as Holder may direct by written notice to Maker.

This Note is issued pursuant to the franchise agreement between Holder and Maker, and guaranteed by each Co-Maker (the "Franchise Agreement") for the operation of a _____ System facility located, or to be located, at _____, and identified by the Unit number indicated above (the "Facility"). All terms not defined in this Note shall have the same definition as in the Franchise Agreement. If the Franchise Agreement terminates before the Facility opens and Holder has not disbursed any portion of the Development Incentive to Maker, or if Maker fails to meet the conditions for disbursement set forth in the Franchise Agreement, then this Note will be deemed discharged and neither party will have any further obligation to the other under this instrument. Maker's and each Co-Maker's obligation to pay this Note shall be absolute and unconditional, and all payments shall be made without setoff, deduction, offset, recoupment, or counterclaim.

If this Note is collected by or through an attorney at law, the Holder shall be entitled to collect reasonable attorney's fees and all costs of collection. This Note is issued in and shall be governed and construed according to the laws of the State of New Jersey (without the application of conflict of laws principles). Each maker, co-maker, endorser, guarantor, or accommodation party liable for this Note waives presentment, demand, notice of demand, protest, notice of non-payment, notice of protest, notice of dishonor and diligence in collection. Holder reserves the right to modify the terms of this instrument, grant extensions, novations, renewals, releases, discharges, compositions, and compromises with any party liable on this Note, with or without notice to or the consent of, or discharging or affecting the obligations of any other party liable under this instrument.

The terms "Holder," "Maker," and "Co-Maker" shall be deemed to include their respective heirs, successors, legal representatives, and assigns, whether by voluntary action of the parties or by operation of law. All references to "Maker" and "Co-Maker" shall mean and include the named Maker, Co-Makers, and all guarantors, sureties and accommodation parties signing or endorsing this Note.

[Remainder of Page Intentionally Left Blank]

Unit No.: _____

IN WITNESS WHEREOF, the undersigned have executed this instrument effective as of the date first above written.

ATTEST:

_____

MAKER:

By:_____
Name: _____
Title:_____

CO-MAKERS:

WITNESS:

_____

_____
Name:_____

WITNESS:

_____

_____
Name:_____

Site No.: _____

TO BE USED BY A TRANSFEREE TO ASSUME THE UNAMORTIZED BALANCE OF THE NOTE.

ASSUMPTION OF DEVELOPMENT INCENTIVE NOTE*

FOR VALUE RECEIVED, the undersigned Assignee and the owners of Assignee ("Assignee Principals") jointly and severally assume and undertake to pay when due the outstanding principal amount and accrued interest, if any, of that certain Development Incentive Note, dated _____, originally made by _____ in the original principal amount of $ _____ (the "Note"), in accordance with the terms of the Note, a copy of which is attached to this instrument. All terms not defined in this instrument shall have the same definition as in the Franchise Agreement or the Note, as applicable. The undersigned intend for Holder, its successors, and assigns to rely on this instrument to approve and authorize the transfer of the Hawthorne "Facility" located at _____ and known by the Site Number indicated above to the undersigned Assignee. The undersigned have obtained information on the outstanding principal amount of the Note from the Prior Owner, the present franchisee of the Facility, satisfactory to the undersigned and represent to Holder that the undersigned will benefit from the assumption of the Note.

The undersigned waive presentment, demand, notice of demand, protest, notice of non-payment, notice of protest, notice of dishonor and diligence in collection of the Note and any prior or subsequent assumptions or transfers of the Note. Holder reserves the right to modify the terms of the Note, grant extensions, renewals, releases, discharges, compositions, and compromises with any party liable on this Note, with or without notice to or the consent of, or discharging or affecting the obligations of any other party liable under the Note and any prior or subsequent assumptions or transfers of the Note.

Each of the undersigned shall be deemed a Maker of the Note, as defined therein.

[Remainder of Page Intentionally Left Blank]

*If an Assignee Principal is a resident of community property state or certain other states, his or her spouse also must sign the Note and shall be deemed a Co-Maker of the Note.

Site No.: _____

IN WITNESS WHEREOF, the undersigned have executed and delivered this instrument effective as of the date that the transfer of the Facility to the undersigned is effective.

ASSIGNEE: _____
_____, a _____

By:_____
Name: _____
Title:_____

ASSIGNEE PRINCIPALS:

_____
Name: _____
Individually, as Co-Maker

_____
Name: _____
Individually, as Co-Maker

_____
Name: _____
Individually, as Co-Maker

Dual Brand Addendum To La Quinta® by Wyndham and Hawthorn ® Franchise Agreements

This Dual Brand Addendum (the "Addendum") is made and entered into effective this ___ _____day of _____ 20____ among La Quinta Franchising LLC, a Nevada limited liability company ("La Quinta Franchisor"), Hawthorn Suites Franchising, Inc. a Georgia corporation ("Hawthorn Franchisor"), Wyndham Hotel Group, LLC, a Delaware limited liability company and direct and indirect parent of La Quinta Franchisor and Hawthorn Franchisor ("WHG"), and_____, a _____ ("Franchisee").

RECITALS:

Simultaneous with the execution of this Addendum, La Quinta Franchisor and Franchisee shall execute that certain La Quinta Franchise Agreement dated as of _____ , 20___ (including all Attachments, Schedules and Addenda thereto, the "La Quinta Agreement") for the establishment and operation of a La Quinta by Wyndham Chain Facility (the "La Quinta Facility", and the guest rooms operated thereunder, the "La Quinta Rooms") at the Location specified, upon the terms and conditions described in the La Quinta Agreement.

Simultaneous with the execution of this Addendum, Hawthorn Franchisor and Franchisee shall execute that certain Hawthorn Franchise Agreement dated as of_____, 20___ (including all Attachments, Schedules and Addenda thereto, the "Hawthorn Agreement") for the establishment and operation of a Hawthorn Chain Facility (the "Hawthorn Facility", and the guest rooms operated thereunder, the "Hawthorn Rooms") at the same Location, upon the terms and conditions described in the Hawthorn Agreement.

The La Quinta Facility and the Hawthorn Facility are to be converted or constructed, as applicable, such that each will be operated by Franchisee at the same Location as a single, dual-branded hotel (the "Dual Brand Operation"). This Addendum reflects the agreement of all parties hereto that certain provisions of the La Quinta Agreement and the Hawthorn Agreement shall be modified to (i) reflect the Dual Brand Operation; (ii) describe the terms and conditions by which La Quinta Franchisor, Hawthorn Franchisor and WHG provide their consent to the Dual Brand Operation; and (iii) further to memorialize the parties' intent that (a) at all times during the term of the La Quinta Agreement and the Hawthorn Agreement (including any renewal term), each of the La Quinta Facility and the Hawthorn Facility will be operated together by the same person or entity, the Franchisee identified above, and (b) the Dual Brand Operation necessitates that La Quinta Franchisor and Hawthorn Franchisor remain under common control of WHG or its assignee.

Upon the execution by each of the parties, this Addendum shall be considered a binding addendum to both the La Quinta Agreement and Hawthorn Agreement such that it modifies the terms and conditions of the La Quinta Agreement and Hawthorn Agreement. To the extent of any conflict between the La Quinta Agreement or the Hawthorn Agreement and this Addendum, this Addendum shall govern.

NOW, THEREFORE, in consideration of the mutual undertakings and commitments set forth herein and in the La Quinta Agreement and the Hawthorn Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the following revisions shall be made to each of the La Quinta Agreement and the Hawthorn Agreement, with the understanding that any capitalized terms shall have the meanings given to them herein, or if not defined, then as defined in the La Quinta Agreement and the Hawthorn Agreement.

1. Definitions. The following is hereby added to the Definition of "System Standards" in Appendix A to each of the La Quinta Agreement and Hawthorn Agreement:

> For so long as the Facility remains dual-branded, "Standards" shall also mean the brand standards, brand requirements, specifications, policies and procedures of the La Quinta System and brand as specified by the La Quinta Franchisor under the La Quinta Agreement and the brand standards, brand requirements, specifications, policies and procedures of the Hawthorn System and brand as specified by the Hawthorn Franchisor under the Hawthorn Agreement in the Manuals, or otherwise in writing, and as modified by the La Quinta Franchisor or the Hawthorn Franchisor, in their sole discretion, to take into account the Dual Brand Operation.

2. Renewal.

a. The following clause (v) is hereby added to the end of the last sentence of Section 5 of the La Quinta Agreement:

> (v) and executing our then-current form of license and other agreements for the Hawthorn Facility, if the Facility is to remain dual-branded.

b. The following clause (v) is hereby added to the end of the last sentence of Section 5 of the Hawthorn Agreement:

> (v) and executing our then-current form of license and other agreements for the La Quinta Facility, if the Facility is to remain dual-branded.

c. In addition, Franchisee acknowledges and agrees that, in connection with any renewal, it must continue to be the franchisee under both the La Quinta Agreement and the Hawthorn Agreement and that any renewal of the La Quinta Agreement and the Hawthorn Agreement is subject to both La Quinta Franchisor's and Hawthorn Franchisor's right, each in its sole discretion, to approve Franchisee's renewal applications with respect to the applicable agreement.

3. Limitation on Transfer. Notwithstanding any provision of the La Quinta Agreement to the contrary, in addition to satisfying all of the terms and conditions applicable to any proposed Transfer, Franchisee acknowledges and agrees that no direct or indirect interest in the La Quinta Facility, Franchisee, the La Quinta Agreement, or substantially all of the assets of the La Quinta Facility will be Transferred to any person or entity unless, simultaneously with such

Transfer, the same person or entity also acquires the same type of interest in the Hawthorn Facility, Franchisee, the Hawthorn Agreement, or substantially all of the assets of the Hawthorn Facility in accordance with the terms and conditions of the Hawthorn Agreement. Conversely, notwithstanding any provision of the Hawthorn Agreement to the contrary, in addition to satisfying all of the terms and conditions applicable to any proposed Transfer, Franchisee acknowledges and agrees that no direct or indirect interest in the Hawthorn Facility, Franchisee, the Hawthorn Agreement, or substantially all of the assets of the Hawthorn Facility will be Transferred to any person or entity unless, simultaneously with such Transfer, the same person or entity also acquires the same type of interest in the La Quinta Facility, Franchisee, the La Quinta Agreement, or substantially all of the assets of the La Quinta Facility in accordance with the terms and conditions of the La Quinta Agreement.

4. Default and Termination

a. The first sentence of Section 11.1 (Default) is hereby deleted from the La Quinta Agreement and replaced with the following:

> 11.1. You will be in default under this Agreement if (a) you do not pay us when a payment is due under this Agreement, the Hawthorn Agreement, or under any other instrument, debt, agreement or account with us related to the Facility or the Hawthorn Facility, (b) you do not perform any of your other obligations when the La Quinta Agreement or the La Quinta System Standards Manual require, (c) you do not perform any of your other obligations when the Hawthorn Agreement or Hawthorn System Standards require, (d) you otherwise breach the La Quinta Agreement, or (e) you otherwise breach the Hawthorn Agreement.

b. The first sentence of Section 11.1 (Default) is hereby deleted from the Hawthorn Agreement and replaced with the following:

> 11.1. You will be in default under this Agreement if (a) you do not pay us when a payment is due under this Agreement, the La Quinta Agreement, or under any other instrument, debt, agreement or account with us related to the Facility or the La Quinta Facility, (b) you do not perform any of your other obligations when the Hawthorn Agreement or the Hawthorn System Standards Manual require (c) you do not perform any of your other obligations when the La Quinta Agreement or the La Quinta System Standards require, (d) you otherwise breach the Hawthorn Agreement, or (e) you otherwise breach the La Quinta Agreement.

c. A new Section 11.2(16) is hereby added to the La Quinta Agreement as follows:

> or (16) the Hawthorn Agreement expires or is terminated for any reason (except Casualty or Condemnation), and you fail to convert the guest rooms previously operated under the Hawthorn Agreement to be operated under this Agreement or an agreement with another franchisor operating in a similar chain scale owned by WHG.

d. A new Section 11.2(16) is hereby added to the Hawthorn Agreement as follows:

> or (16) the La Quinta Agreement expires or is terminated for any reason (except Casualty or Condemnation), and you fail to convert the guest rooms previously operated under the La Quinta Agreement to be operated under this Agreement or an agreement with another franchisor operating in a similar chain scale owned by WHG."

e. The following sentence is hereby added to the end of Section 12.1 of the La Quinta Agreement:

> In the event that this Agreement terminates (except for Casualty or Condemnation) and you enter into an agreement with either Hawthorn Franchisor or another franchisor operating in a similar chain scale owned by WHG for the operation of the terminated rooms, then you will not be obligated to pay Liquidated Damages in connection with the Termination of this Agreement.

f. The following sentence is hereby added to the end of Section 12.1 of the Hawthorn Agreement:

> In the event that this Agreement terminates (except for Casualty or Condemnation) and you enter into an agreement with either La Quinta Franchisor or another franchisor operating in a similar chain scale owned by WHG for the operation of the terminated rooms, then you will not be obligated to pay Liquidated Damages in connection with the Termination of this Agreement.

g. Section 11.3 is hereby deleted from the La Quinta Agreement and its entirety.

h. For purposes of determining whether the Facility has suffered a Casualty, the percentage of guest rooms available shall be measured across both the La Quinta Facility and the Hawthorn Facility combined.

5. <u>Additional Conditions, Amendments and Provisions Applicable to Dual Brand Operation</u>.

a. *Requirement for Common Control*. Franchisee acknowledges that WHG, La Quinta Franchisor and Hawthorn Franchisor are willing to consent to the Dual Brand Operation and the terms of this Addendum only for so long as the La Quinta Facility and the Hawthorn Facility are both owned by Franchisee. Franchisee's failure to retain common control of the La Quinta Facility and the Hawthorn Facility will constitute a default under Section 11.2(10) of the La Quinta Agreement and Hawthorn Agreement.

b. *Reconciliation of Certain Fees and Charges in Connection with Dual Brand Operation.* Franchisee, La Quinta Franchisor and Hawthorn Franchisor acknowledge and agree

that the fees and charges payable by Franchisee described on Exhibit A to this Addendum and which are applicable to the La Quinta Facility and the Hawthorn Facility will be modified to the extent set forth on Exhibit A. Franchisee acknowledges that, except to the extent such fees and charges are expressly modified under Exhibit A, Franchisee will pay all fees and charges in accordance with the La Quinta Agreement and Hawthorn Agreement, respectively, and their brand-specific Standards.

c. *Training and Operation of the La Quinta Facility and the Hawthorn Facility.* La Quinta Franchisor, Hawthorn Franchisor and Franchisee acknowledge and agree that one general manager and the same staff will be permitted to operate both the La Quinta Facility and the Hawthorn Facility so long as such general manager and staff satisfy the requirements of Section 3 of the La Quinta Agreement and the Hawthorn Agreement, including, without limitation, all of Franchisors' training requirements. The applicable training for Franchisee's general manager and staff may be supplemented, amended or otherwise modified by Franchisors to take into account the nature of the Dual Brand Operation.

d. *Consent to Open.* Franchisee will not open the Facility until both La Quinta Franchisor and Hawthorn Franchisor have authorized the Facility to open pursuant to the terms of each of the La Quinta Agreement and Hawthorn Agreement.

e. *Identification of the Facility.* The La Quinta Rooms shall contain no Hawthorn Marks, Mark-bearing supplies or materials, or any other Hawthorn System identification, except to the extent that such identification is common to both the Hawthorn and La Quinta systems. The Hawthorn Rooms shall contain no La Quinta Marks, Mark-bearing supplies or materials, or any other La Quinta System identification, except to the extent that such identification is common to both the Hawthorn and La Quinta systems. All other aesthetic design selections (including but not limited to wall colors, lobby art, and employee uniforms) will be subject to the joint approval of La Quinta Franchisor and Hawthorn Franchisor. Franchisee will also work with La Quinta Franchisor and Hawthorn Franchisor to develop signage acceptable to both brands.

6. Acknowledgments of Franchisee and Guarantors.

a. Franchisee acknowledges and agrees that it is a material consideration to La Quinta Franchisor and the Hawthorn Franchisor that the La Quinta Facility and the Hawthorn Facility at the Location will continue to be operated together throughout the terms (including any renewal terms) of their respective Agreements. Franchisee understands and agrees that any event of default, Termination, non-renewal or transfer affecting the La Quinta Facility shall also affect the Hawthorn Facility and that any event of default, Termination, non-renewal or transfer affecting the La Quinta Facility shall also affect the Hawthorn Facility. Franchisee also acknowledge the Dual Brand Operation requires that La Quinta Franchisor and Hawthorn Franchisor remain under common control of WHG or its assignee, and if at any point any of the Facility's rooms are not franchised entirely under a brand owned by WHG, then WHG's consent to the dual-branded operation of the Facility will immediately cease and, pursuant to Section 3.11 and Section 2 of each Agreement, neither Franchisee nor the Facility shall

promote or advertise any competing business at the Facility or permit any other competing business to share any of the Facility's areas, services or amenities.

b. Each Guarantor acknowledges the terms of this Addendum and affirms and ratifies all of Guarantor's commitments and obligations under the Guaranty. Each Guarantor acknowledges and affirms that his or her obligations under the Guaranty continue in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date first above written.

HAWTHORN SUITES FRANCHISING, INC.

By: _____
Name:_____
Title:_____

LA QUINTA FRANCHISING LLC

By: _____
Name:_____
Title:_____

WYNDHAM HOTEL GROUP, LLC
By: _____
Name:_____
Title:_____

FRANCHISEE

By: _____
Name:_____
Title:_____

Continued on next page.

For purposes of Section 6:

GUARANTORS:

_____
Name: _____
Address:_____

_____
Name: _____
Address:_____

_____
Name: _____
Address:_____

Exhibit A
Reconciliation of Certain Fees and Charges in Connection with Dual Brand Operation

Applicable Fee	Modification or Revision to Applicable Fee
Application Fee	Franchisee shall pay a separate Application Fee for each of the La Quinta Agreement and the Hawthorn Agreement, as described in the applicable Agreement.
Initial Franchise Fee	Franchisee shall pay a separate Initial Franchise Fee for each of the La Quinta Agreement and the Hawthorn Agreement, as described in the applicable Agreement.
Transfer Fee	Any transferee shall pay a separate Transfer Fee for each of the La Quinta Agreement and the Hawthorn Agreement, as described in the applicable Agreement.
Renewal Fee	Franchisee shall pay a separate Renewal Fee for each of the La Quinta Agreement and the Hawthorn Agreement, as described in the applicable Agreement.
General Manager Training	The General Manager Certification Training Program must be completed by only one initial general manager (or other representative who exercises day to day operational authority) for the entire Facility. In addition, any replacement general manager who must complete the training program shall only be required to attend once on behalf of the entire Facility.
On-Site and Other Opening Training and Assistance	Shall be provided in accordance with the La Quinta Agreement. Franchisee shall pay for such training as outlined therein.
Continuing Education Fee	Only one Continuing Education Fee will be charged for the La Quinta Facility and the Hawthorn Facility (jointly) for access to ongoing learning and development support for your Facility's team members.
Conference Fee	Provided that both Franchisors host their Chain Conference simultaneously at the same location, then only one Conference Fee will be charged for Franchisee's general manager who attends on behalf of both the La Quinta Facility and the Hawthorn Facility. Additional Conference Fees will be charged for each additional attendee.
Quality Assurance Reinspection Fee	The franchisor shall conduct combined Quality Assurance inspections for the La Quinta Facility and the Hawthorn Facility. If applicable, only one Quality Assurance Reinspection Fee will be charged for the La Quinta and Hawthorn Facility.

Applicable Fee	Modification or Revision to Applicable Fee
Minimum Liquidated Damages	In the event that the La Quinta Agreement and the Hawthorn Agreement terminate simultaneously, then the $250,000 minimum described in Section 12.1 of the La Quinta Agreement shall not apply and the minimum amount of Liquidated Damages owed shall be calculated in accordance with each Agreement on a per room basis as described in Section 12.1 of each Agreement.
Property Management System Setup and Ongoing Fees	Unless otherwise approved by both Franchisors, Franchisee shall pay separate Property Management System ("PMS") Setup and Ongoing Support Fees pursuant to separate PMS Agreements signed for each of the La Quinta Facility and the Hawthorn Facility.

Location: _____
Site No.: _____

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Agreement") is made and entered into as of _____, 20__ by and among _____, a ____ ("Assignor"), _____, a _____ ("Assignee"), and _____, a _____ ("Company").

Recitals. Assignor is the "Franchisee" under a franchise agreement, dated as of _____, 20__ (the "Franchise Agreement") and certain related ancillary agreements with Company or its affiliates. The Franchise Agreement, along with all amendments and the ancillary agreements, will be referred to, collectively, as the "Primary Agreements." The Franchise Agreement is attached to this Agreement as Exhibit A and relates to the granting of a _____ franchise for a lodging facility designated as Site No. _____ (the "Facility") located at _____. Assignor is conveying the Facility to Assignee. Assignor desires to assign the Primary Agreements to Assignee, which desires to assume and accept the rights and obligations under the Primary Agreements, effective as of the date of this Agreement. Capitalized terms not defined in this Agreement have the meanings given to them in the Franchise Agreement.

IN CONSIDERATION of the mutual promises in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, it is agreed as follows:

1. Assignor assigns, transfers, bargains, sells, and delegates to Assignee all of its rights, title, and interest in and to the Primary Agreements and its obligations existing and arising in the future under the Primary Agreements.

2. Assignee accepts and assumes the rights, benefits and obligations of Assignor under the Primary Agreements, effective as of the date of this Agreement, including all existing and future obligations to pay and perform under the Primary Agreements. Assignor shall remain secondarily liable for payment of and performance under the Primary Agreements. The owners of Assignee have executed the Guaranty attached to this Agreement as Appendix A.

3. To induce Company to consent to this Agreement and the assignment of the Primary Agreements, as of the effective date of this Agreement, Assignee adopts and makes to Company the representations and warranties of Assignor, as Franchisee, set forth in Section 14 of the Franchise Agreement. As of the effective date of this Agreement, Assignee is the owner of fee simple title to the Facility or is otherwise entitled to possession of the Facility for the remainder of the Term of the Franchise Agreement. Assignee's owners are shown on Exhibit B attached to this Agreement, which amends Schedule B of the Franchise Agreement.

4. Assignee will deliver, together with this Agreement, evidence of insurance meeting System Standards, as contemplated under the Franchise Agreement and the System Standards.

5. This Agreement shall be deemed a supplement to and modification of the Primary Agreements, as previously modified by any prior amendments and addenda and this Agreement. Except as expressly stated in this Agreement, no further supplements to or modifications of the Primary Agreements are contemplated by the parties. There are no oral or other written arrangements between Company and Assignor except as expressly stated in the Primary Agreements and any written amendment or addendum thereto. The Primary Agreements, as previously modified, are incorporated by this reference and have been provided by Assignor to Assignee.

6. Assignor and Assignee acknowledge that Company has not participated in the negotiation or documentation of the transfer transaction between the Assignor and Assignee, and that Company has not made any representation or warranty nor furnished any information to either party. Assignee waives any and all claims against Company, its affiliates, and their respective officers, directors, shareholders, affiliated corporations, employees, and agents, arising out of the transfer of the Facility. Assignee expressly acknowledges that Company was not a participant in such transaction and that Company has no liability in connection with such transaction. Assignee acknowledges that it has made all investigation of Assignor and the Facility as it believes appropriate.

7. Any notice required under the Primary Agreements to be sent to Assignee shall be directed to:

ASSIGNEE:

Name:_____
Street: _____
City, State & Zip:_____
Attention:_____
E-mail address:_____

In addition, upon execution of this Agreement, Assignor will provide Company, in writing, with its address, telephone number, and e-mail address for any notices relating to the Primary Agreements that may be sent following the date of this Agreement. Assignor consents to receive such electronic mail from Company.

8. Subject to the terms of this Agreement, Company consents to the assignment and assumption of the Primary Agreements as provided in this Agreement. No waivers of performance or extensions of time to perform are granted or authorized. Company will treat Assignee as the "Franchisee" under the Primary Agreements. The rights of Assignor to the Franchise under Section 1 of the Franchise Agreement or to any rights licensed to Assignor under any of the Primary Agreements will be terminated effective as of the date of this Agreement.

9. Assignee agrees that, notwithstanding anything to the contrary in the Primary Agreements, it will report and pay to Company all Recurring Fees and other fees and charges

due under the Primary Agreements online via Company's self-service Electronic Invoice Presentment and Payment tool accessible through Company's Chain intranet, or such other method as Company may designate. Company reserves the right to change or direct, from time to time, the technologies or other means for reporting and paying fees by amending System Standards or upon written notice to Assignee.

10. **[INSERT If there is a Development Incentive Note]** Assignee and its owners (and their respective spouses, as to any owner who resides in a community property state or certain other states) have executed and delivered to Company an Assumption of Development Incentive Note in the form attached to the Development Incentive Note of Assignor or otherwise provided by Company provided, however, that such Assumption does not discharge or release Assignor or any co-makers of the Development Incentive Note from liability under such note.]

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement effective as of the date first above written.

COMPANY:_____

By:_____
Name:_____
Title:_____

ASSIGNOR:_____

By:_____
Name:_____
Title:_____

ASSIGNEE: _____

By:_____
Name:_____
Title:_____

Exhibit A - Franchise Agreement
Exhibit B - Owners of Assignee
Appendix A - Guaranty

EXHIBIT A

THE FRANCHISE AGREEMENT

A copy of the Franchise Agreement follows this page.

EXHIBIT B

Part I of Schedule B of the Franchise Agreement ("YOUR OWNERS") is hereby amended as follows:

Name and Address	Ownership Percentage	Type of Equity Interest	Office Held (Title)

Site No.: _____

APPENDIX A
(additional signature pages to be affixed, as applicable)

GUARANTY

To induce Hawthorn Suites Franchising, Inc., its successors, assigns, and affiliates ("Company") to consent to the assignment and assumption of the Primary Agreements (as defined in the Assignment and Assumption Agreement (the "Agreement") to which this Guaranty is attached), the undersigned, personally, jointly and severally ("we," "our," or "us") irrevocably and unconditionally (i) warrant to Company that Assignee's representations and warranties in the Agreement and in the Franchise Agreement are true and correct as stated; and (ii) guaranty that all of Franchisee's obligations under the Primary Agreements will be punctually paid and performed, from and after the time Assignee becomes the Franchisee under the Franchise Agreement. Capitalized terms not defined in this Guaranty have the meanings given to them in the Agreement.

Upon default by Franchisee and notice from Company, we will immediately make each unpaid payment and perform, or cause Franchisee to perform, each unperformed obligation of Franchisee under the Primary Agreements. Without affecting our obligations under this Guaranty, without notice to us, Company may extend, modify or release any indebtedness or obligation of Franchisee, or settle, adjust or compromise any claims against Franchisee. We waive notice of any amendment to the Agreement and the Primary Agreements, and we acknowledge that the provisions of Section 17 of the Franchise Agreement, including but not limited to Section 17.4 (Remedies) and Section 17.6 (Choice of Law; Venue; Dispute Resolution, including but not limited to Section 17.6.4 (Waiver of Jury Trial)), apply to this Guaranty.

Upon the death of an individual guarantor, the estate of the guarantor will be bound by this Guaranty for obligations of Franchisee to Company existing at the time of death, and the obligations of all other guarantors will continue in full force and effect.

This Guaranty may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

Site No.: _____

IN WITNESS WHEREOF, each of us has signed this Guaranty effective as of the date of the Agreement.

GUARANTORS:

_____
Name: _____
Address:_____

_____
Name: _____
Address:_____

_____
Name: _____
Address:_____

_____
Name: _____
Address:_____

ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE CALIFORNIA FRANCHISE INVESTMENT LAW

This Addendum to the Franchise Agreement by and between HAWTHORN SUITES FRANCHISING, INC. ("we," "our," or "us") and _____ ("you") is dated _____, 20__.

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions shall supersede and apply:

1. Our right to terminate the Franchise Agreement under Section 11.2 if you commence a bankruptcy proceeding may not be enforceable under federal bankruptcy law.

2. Under Section 1671 of the California Civil Code, certain liquidated damages clauses are unenforceable.

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

4. If the Franchise Agreement requires you to execute a general release of claims upon renewal or transfer of the Franchise Agreement, California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000-31516). California Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000-20043). To the extent required by such laws, Franchisee shall not be required to execute a general release.

5. The highest interest rate allowed by law in California is currently 10% annually.

6. All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. Only the Sections specifically added to or amended by this Addendum shall be affected. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of California.

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

8. Section 17.7 of the Franchise Agreement is deleted in its entirety.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

WE:
HAWTHORN SUITES FRANCHISING, INC.

By:_____
Name:_____
Title:_____

YOU:

_____

By:_____
Name:_____
Title:_____

ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO ILLINOIS LAW

This Addendum to the Franchise Agreement, the Master Information Technology Agreement, Signature Reservation Service Agreement, Hotel Revenue Management Agreement, Three Party Agreement, Lender Notification Agreement, Termination and Release Agreement and Assignment and Assumption Agreement by and between HAWTHORN SUITES FRANCHISING, INC. ("we," "our," or "us") and _____ ("you") is dated _____, 20__.

The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in the Franchise Agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, the Franchise Agreement may provide for arbitration to take place outside of Illinois.

Franchisees' rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

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

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

WE:
HAWTHORN SUITES FRANCHISING, INC.

By:_____
Name:_____
Title:_____

YOU:

_____

By:_____
Name:_____
Title:_____

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

This Addendum to the Franchise Agreement by and between HAWTHORN SUITES FRANCHISING, INC. ("we," "our," or "us") and _____ ("you") is dated _____, 20__.

1. Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provision shall supersede and apply to all franchises offered and sold under the laws of the State of Maryland:

> No release language set forth in Sections 5, 9 or elsewhere in the Franchise Agreement shall relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Maryland. Pursuant to the Maryland Franchise Registration and Disclosure Law, any claim by you under such law must be brought within three years of the grant of the franchise. You may file this action in any Maryland court or Federal court located in Maryland.

2. Section 11.2 of the Franchise Agreement provides that the Franchise will automatically terminate upon your bankruptcy. This provision may not be enforceable under Federal bankruptcy law (11 U.S.C. Section 101 et seq.).

3. The Franchise Agreement states that New Jersey law generally applies. However, the conditions under which your franchise can be terminated and your rights upon nonrenewal may be affected by Maryland laws, and we will comply with that law in Maryland.

4. Notwithstanding anything to the contrary stated in Section 17.6.3, you may bring a lawsuit in Maryland against us for claims arising under the Maryland Franchise Registration and Disclosure Law.

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

6. Section 17.7 of the Franchise Agreement its deleted in its entirety.

[Remainder of Pate Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

WE:
HAWTHORN SUITES FRANCHISING, INC.

By:_____
Name:_____
Title:_____

YOU:

_____

By:_____
Name:_____
Title:_____

ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE MINNESOTA FRANCHISE INVESTMENT LAW

This Addendum to the Franchise Agreement by and between Hawthorn Suites Franchising, Inc. ("we," "our," or "us") and _____ ("you") is dated _____, 20__.

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions shall supersede and apply:

1. In compliance with Minnesota Rule 2860.4400J, the eleventh sentence in Subsection 11.4 of the Franchise Agreement is amended to read as follows:

> You recognize that any use of the System not in accord with this Agreement will cause us irreparable harm for which there is no adequate remedy at law, entitling us to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, which may require us to post a bond.

In addition, the following language is added at the end of Section 17.6.3 of the Franchise Agreement:

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

2. Minnesota law provides franchisees with certain termination, non-renewal and transfer rights. Minnesota Statutes, Section 80C.14, Subdivisions 3, 4 and 5 require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement and that consent to the transfer of the franchise will not be unreasonably withheld.

3. We will not require you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22, provided that the foregoing shall not bar the voluntary settlement of disputes.

4. You understand that Minnesota law limits you to a three-year period from the date a claim accrues in which to bring any claim against us for a violation of Minnesota Statutes, Section 80C.17.

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

6. All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. Only the Sections specifically added to or amended by this Addendum shall be affected. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of Minnesota.

7. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any

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

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

WE:
HAWTHORN SUITES FRANCHISING, INC.

By:_____
Name:_____
Title:_____

YOU:

_____

By:_____
Name:_____
Title:_____

ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE NEW YORK GENERAL BUSINESS LAW

This Addendum to the Franchise Agreement by and between HAWTHORN SUITES FRANCHISING, INC. ("we," "our," or "us") and _____ ("you") is dated _____, 20__.

The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. Section 9.3 is amended by adding the following statement immediately after the first sentence of such Section:

> However, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the related regulations shall remain in force; it being the intent of this proviso to satisfy the non-waiver provisions of GBL, Sections 687.4 and 687.5.

2. Section 10 is amended by adding the following statement immediately after the first sentence of such Section:

> However, no assignment shall be made except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under this Agreement.

3. You acknowledge that, pursuant to Section 1136 of the New York Tax Law, we are obligated to file an annual information return with the New York State Department of Taxation and Finance which identifies, among other things, the "gross sales" of your franchise as you reported such "gross sales" to us. You release any claim against us or our agents relating to our filing of an information return pursuant to Section 1136 of the New York Tax Law.

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

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

WE:
HAWTHORN SUITES FRANCHISING, INC.

By:_____
Name:_____
Title:_____

YOU:

_____

By:_____
Name:_____
Title:_____

ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE NORTH DAKOTA FRANCHISE INVESTMENT LAW

This Addendum to the Franchise Agreement by and between HAWTHORN SUITES FRANCHISING, INC. ("we," "our" or "us") and _____ ("you") is dated _____, 20____.

The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. Liquidated damages are prohibited by law in the State of North Dakota.

2. The Franchise Agreement will be governed and construed under the laws of the State of North Dakota. Any provision in the Franchise Agreement which designates jurisdiction or venue, or requires you to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted from any Franchise Agreement issued in the State of North Dakota. Any non-competition covenants contained in the Franchise Agreement shall be subject to the North Dakota laws on franchising.

3. Any provisions in the Franchise Agreement (including but not limited to Section 17.6.4) which require you to waive the right to a jury trial, or exemplary or punitive damages are deleted from any Agreements issued in the State of North Dakota.

4. Section 5 of the Franchise Agreement is revised to provide that a general release shall not be required as a condition to renewal.

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

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

WE:
HAWTHORN SUITES FRANCHISING, INC.

By:_____
Name:_____
Title:_____

YOU:

_____

By:_____
Name:_____
Title:_____

ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE RHODE ISLAND FRANCHISE INVESTMENT ACT

This Addendum to the Franchise Agreement by and between HAWTHORN SUITES FRANCHISING, INC. ("we," "our," or "us") and _____("you") is dated _____, 20__.

Notwithstanding anything to the contrary stated in Section 17.6.1 or elsewhere in the Franchise Agreement, the Franchise Agreement shall be governed by Rhode Island law with respect to any claim enforceable under the Rhode Island Franchise Investment Act.

Sections 17.6.1 and 17.6.3 of the Franchise Agreement are supplemented by the addition of the following:

> § 19-28.1-14 of the Rhode Island Franchise Investment Act provides that a provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Act.

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

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

WE:
HAWTHORN SUITES FRANCHISING, INC.

By:_____
Name:_____
Title:_____

YOU:

_____

By:_____
Name:_____
Title:_____

WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT AND ALL RELATED AGREEMENTS

This Addendum to the Franchise Agreement and Related Agreements by and between _____ _____ ("we," "our," or "us") and _____("you") is dated _____ _____, 20___. The provisions of this Addendum form an integral part of, are incorporated into, and modify the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

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

Franchisee Bill of Rights. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

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

General Release. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

Statute of Limitations and Waiver of Jury Trial. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

Termination by Franchisee. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

Certain Buy-Back Provisions. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise

agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

Fair and Reasonable Pricing. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

Waiver of Exemplary & Punitive Damages. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

Franchisor's Business Judgement. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

Indemnification. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

Attorneys' Fees. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

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

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

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

Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators

is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

WE:

_____

By: _____
Name: _____
Title: _____

YOU:

_____

By: _____
Name: _____
Title: _____

This application is to be completed online via the Wyndham Community internet portal. The online version appears in a different format. As an alternative, we may provide a paper application. We may update or modify this application at any time.

WYNDHAM FRANCHISE APPLICATION

The following information will be collected during the application process:

- **General Information**
  Information for the individual completing the application and the individual who will serve as the entity principal contact.
- **Hotel Experience**
  Please provide a listing of any current or past hotel ownership experience for each individual with any ownership interest in the hotel.
- **Property Information**
  Details about the hotel location, current affiliation (if any) and room count.
- **Property Contacts**
  Contact information for various roles at the hotel (GM, Site Principal, etc.).
- **Entity Information**
  Details about the entity that owns or otherwise has the right to possess the hotel.
- **Entity Ownership**
  Specifics of any beneficial ownership of the hotel, including names, addresses and ownership percentages.
- **Application Supporting Documentation**
  Documentation required to confirm and supplement the completed application information.

General Information:

Applicant name	
Entity principal first name (The primary contact designated by ownership to represent the organization.)	
Entity principal last name	
Entity principal e-mail	
Entity principal phone number	
Entity principal phone type	
Entity principal country	
Entity principal street address line 1	
Entity principal street address line 2	
Entity principal city	
Entity principal state	
Entity principal ZIP / postal code	

Hotel Experience:

Do you or your co-owners have prior hotel experience?

☐ Yes ☐ No

How many Wyndham properties do you and your co-owners currently own/operate? _____

Brand	
City	
State	

How many non-Wyndham properties do you and your co-owners currently own/operate? _____

Hotel / Brand Name	
City	
State	

Property Information:

Does your property have a finalized address?
☐ Yes ☐ No

Closest major intersection or landmark (Please enter the name of the closest landmark or intersection to your property if address is not yet confirmed): _____

Current facility / brand affiliation name (if any)	
Property phone	
Phone type	
Property country	
Property street address line 1	
Property street address line 2	
Property city	
Property state / province / region	
Property county	
Property ZIP / postal code	
Total number of guest rooms (including any currently unrentable rooms such as storage, manager accommodations, etc.)	
Total number of rentable guest rooms (excluding guest rooms currently used as storage, manager accommodations, etc.)	

Property Contacts:

Site Principal:
The site principal is designated as the legal contact for the franchisee / licensee/ member, meaning they will receive any formal notices issued pursuant to the franchise / license / membership agreement, and their contact information will be shared with third parties seeking information about the franchisee / licensee / member.

First name	
Last name	
Title	
Company	
E-mail Address	
Phone number	
Phone type	
Country	
Street address line 1	
Street address line 2	
City	
State	
ZIP / postal code	

General Manager:
The designated General Manager

First name	
Last name	
Title	
Company	
E-mail Address	
Phone number	
Phone type	
Country	
Street address line 1	
Street address line 2	
City	
State	
ZIP / postal code	

Has this person previously completed Hospitality Management Program (HMP) for any other site(s) within Wyndham Hotels & Resorts?
☐ Yes ☐ No

(If yes, please provide)

Site # / brand	
Date of class	
Location of class	

Entity Information:

If the proposed purchaser of the franchise or membership will be an entity, please (select yes and) provide the entity details.
☐ Yes ☐ No

(If yes, please provide)

Entity Name	
Entity phone	
Entity phone type	
Entity e-mail address	
Entity country	
Entity street address line 1	
Entity street address line 2	
Entity city	
Entity state	
Entity ZIP / postal code	

Entity Ownership:

Please provide a list of all owners, including their contact information and percentage owned. If you are a sole proprietor, simply list your contact information; to enter additional owners, please select "Add Another Owner" and complete the required details for each. Note: Ownership information must be verified via appropriate documentation and, prior to entering into any agreement, you must identify all individuals with 10% or greater ultimate beneficial ownership interest in your hotel.

Entity owner type

☐ Individual ☐ Organization

(For each Organization, please provide the following)

Organization name	
Organization ownership percentage	
Organization e-mail address	
Organization phone number	
Organization phone type	
Organization country	
Organization street address line 1	
Organization street address line 2	
Organization city	
Organization state / province / region	
Organization ZIP / postal code	

(For each Individual, provide the following)

Owner first name	
Owner last name	
Ownership percentage	
Owner e-mail address	
Owner phone number	
Owner phone type	
Owner country	
Owner street address line 1	
Owner street address line 2	

Owner city	
Owner state / province / region	

Finalize Your Application Submission:

Applicant represents and warrants to Wyndham Hotel Group, LLC that the enclosed information is true, complete, and correct as of the date of the Application, and agrees to supply such additional information, documents, statements or data as may be requested by Wyndham Hotel Group, LLC, and to supplement and correct the information supplied promptly after any earlier submission becomes inaccurate or incomplete. As part of the application process, the undersigned, acting for any entity that is the applicant and as agent for the persons listed as owners of the entity or as participants in the proposed franchise, authorizes Wyndham Hotel Group, LLC and its affiliates to conduct a background investigation of the financial condition, general character and reputation of the applicant, its officers, partners, directors, shareholders, owners and managers. The undersigned authorizes the release of such information to Wyndham Hotel Group, LLC and its affiliates by all financial institutions, credit bureaus, other public and private reporting organizations, government, regulatory entities, employers, and other references contacted by Wyndham Hotel Group, LLC or its affiliates in connection with this application. The undersigned further authorizes Wyndham Hotel Group, LLC to communicate to the applicant and all persons or entities named in this application via electronic mail.

Completion of an application is not an offer. Federal and certain state laws regulate the offer and sale of franchises. An offer will only be made in compliance with those laws and regulations, which may require we provide you with a Franchise Disclosure Document. For a copy contact Wyndham Hotel & Resorts, Inc. at 22 Sylvan Way, Parsippany, NJ 07054. All hotels are independently owned and operated with the exception of certain hotels managed or owned by a subsidiary of the company.

© 2025 Wyndham Hotels & Resorts, Inc. All rights reserved.

☐ Check here to confirm you have read and agree to the Application Submission terms described above.

☐ Confirm Submission

Application Supporting Documentation:

Your application has been submitted! Please proceed to provide your application documentation.
There are documents required to process your application as well as additional documentation that must be provided once available.

☐ Proceed to submit Documentation.

EXHIBIT C-2

Location:_____
Unit No.:_____

MASTER INFORMATION TECHNOLOGY AGREEMENT

This Master Information Technology Agreement ("**Agreement**"), effective as of _____ , 20___ (the "**Effective Date**"), by and between _____, a _____ corporation (including its Affiliates, "**Service Provider,**" "**we**," "**our**," or "**us**"), and _____, a _____, _____ ("**Franchisee,**" or "Member". "**you**," or "**your**"), governs your access to and use of the Products and/or Services as described herein. We and you shall each be referred to herein as a "**Party**" and together as the "**Parties**" to this Agreement. This Agreement pertains exclusively to the lodging facility located at _____ (the "Location").

For and in consideration of the mutual covenants, representations and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to the foregoing and as follows:

1. GENERAL

1.1 Definitions. Capitalized terms used herein shall have the meanings ascribed to them in this Agreement, including Attachment 1.1, or in any Schedules attached hereto or any Service Offerings, as may be updated or supplemented by us from time to time. All other capitalized terms used but not defined herein shall have the meanings ascribed to them in the Franchise Agreement between us and you and are incorporated herein by reference.

1.2 Conflicts in Interpretation. The following order of precedence shall be followed in resolving any inconsistencies between the terms of this Agreement and the terms of any Service Offerings issued pursuant to this Agreement: (a) first, the terms of the Service Offerings issued pursuant to this Agreement attached; and (b) second, the terms contained in the body of this Agreement, provided that no order of precedence shall be applied among such Service Offerings.

2. DESCRIPTION OF PRODUCTS AND SERVICES; SCHEDULES AND SERVICE OFFERINGS; ACTIVITIES

2.1 Products and Services. During the Term of this Agreement, and in exchange for you paying us the Fees described in this Agreement, we (or our authorized Third-Party Product or Service providers) will (a) perform for you various consulting, information technology, development, data processing, webhosting, maintenance, and support services ("**Services**"); and/or (b) license, lease, sell or otherwise provide you with equipment, materials, software (including Software-as-as Service and/or cloud-based software ("**SaaS**")), and other such items (collectively, "**Products**"), as more fully described in this Agreement and/or an applicable Service Offering (as defined below). We may add or remove Products and/or Services from time to time, in our discretion, upon prior written notice to you.

2.2 Schedules and Service Offerings. Any and all Products and/or Services provided by us to you under this Agreement shall be set forth in a written schedule(s) ("**Schedule**") or other document agreed upon by you and us (collectively referred to as "**Service Offering(s)**"). A Service Offering may be presented to you in an electronic format. As part of a Service Offering, and in order for you to access, use or otherwise benefit from the Products and/or Services, you may be

presented with special terms and conditions. You also may be asked to "click to accept" such special terms and conditions, or otherwise acknowledge that you are subject to such special terms and conditions in order for you to access, use or otherwise benefit from the Products and/or Services. Your access and/or use of the Products and/or Services may constitute your acceptance of any such special terms and conditions. In the event these special terms and conditions are provided to you by our Third-Party Product or Service providers, such special terms and conditions are between you and such Third-Party Product or Service providers, and not by us.

2.3 Collection of Fees. We have entered, or in the future may enter, into an arrangement with Third-Party Product or Service providers wherein we will collect fees from you for those respective Third-Party Products and/or Services. If we do so, you will see such fees reflected on the monthly invoice you receive from us and, we may retain a percentage of fees collected to reimburse us for our costs associated with such collection. We may modify this payment arrangement in our sole discretion from time to time.

3. GRANT OF RIGHTS.

3.1 License. Subject to payment of all applicable Fees, we hereby grant you a limited, non-transferable, non-exclusive license, to access, use and display the Products and/or Services, as applicable, solely for the Permitted Use, solely by your Permitted Users, and solely in accordance with the terms and conditions set forth in this Agreement and/or any applicable Service Offering. For Products and/or Services that have a term associated with them, the license granted to you shall be limited to the term identified in an applicable Service Offering.

3.2 Restrictions. In addition to any terms, conditions or restrictions set forth in this Agreement and any applicable Service Offering, you shall not: (a) permit any person or entity, other than a Permitted User, to access or use the Products and/or Services; (b) create or attempt to create any derivate works based on the Products and/or Services; (c) copy, frame or mirror any part or content of the Products and/or Services; (d) disassemble, decompile, reverse engineer or otherwise attempt to recreate the Products and/or Services; or (e) access, use or otherwise manipulate the Products and/or Services in order to create a competitive product or service or to copy any features, functions or graphics of the Products and/or Services. Service Provider may, at its sole discretion and without prior notice to you, conduct audits of your hardware, computer systems and applications, including audits by electronic and remote means, to verify conformance with this Agreement and/or any Service Offering. You shall not load, store or otherwise use any products and/or software on or with the Products and/or Services, without Service Provider's prior written consent, as the use of such products and/or software may adversely affect the operation and functionality of the Products and/or Services. If you violate this Section, the warranties set forth in this Agreement shall be void, and you shall be solely responsible for the cost of repair or replacement of the Products and/or Services, if any.

3.3 Title. Except as provided in Section 3.1, all rights, title, interests in and to, and ownership of, the Products and/or Services, including all Intellectual Property rights therein, are and shall remain with us, our Affiliates and/or any Third-Party Product or Service providers who license or otherwise provide Products and/or Services to us or you. You shall at all times protect and defend us, our Affiliates, and/or any Third-Party Product or Service providers who license or otherwise provide Products and/or Services, at your own cost and expense, against all claims, liens and legal processes of your creditors arising out of your use of the Products and/or Services.

3.4 Suggestions. Any suggestions and feedback relating to the Products and/or Services or

relating to any desired or recommended additional features, enhancements or modifications to the Products and/or Services that are provided by or through you or your Affiliates to us or our Third-Party Product and Service providers shall be the exclusive property of us or our Third-Party Product and Service providers, as applicable, as of the date it is offered to us or our Third-Party Product and Service providers, as applicable, and you and your Affiliates hereby assign all rights and interests in and to such suggestions and feedback to us or our Third-Party Product and Service providers, as applicable, as of the date it is offered to us or our Third-Party Product and Service providers, as applicable.

3.5 Access Credentials. We, directly or indirectly, may provide Access Credentials to you. We may, from time to time and in our sole discretion, change or require you to change your Access Credentials. You must follow all security procedures and protocols that we may from time to time establish or modify. You shall not permit the Products and/or Services to be accessed in violation of the security procedures and protocols as set forth herein or as we may otherwise establish. You shall safeguard any Access Credentials that we provide to you as a trade secret, and shall reveal such information only to Permitted Users on a need-to-know basis. You shall immediately inform us if you have knowledge or a reasonable basis to believe that your Access Credentials have been lost, stolen, misappropriated or compromised in any way or manner, and you shall strictly follow our instructions regarding any replacement Access Credentials. You shall be responsible for all access or use through your Access Credentials.

3.6 Your Responsibilities. You shall: (a) be fully responsible for your Permitted Users' compliance with this Agreement and any applicable Service Offering; (b) be responsible for the accuracy, quality and legality of Guest Information, to the extent collected by you or your employees, agents or representatives, and for the means by which you or your employees, agents or representatives acquires Guest Information; (c) prevent unauthorized access to or use of the Products and/or Services, and notify us promptly of any such unauthorized access or use; and (d) use the Products and/or Services only in accordance with this Agreement, any applicable Service Offering, and applicable laws and government regulations. You shall not: (i) make the Products and/or Services available to anyone other than your Permitted Users, unless expressly permitted in an applicable Service Offering; (ii) sell, resell, rent or lease the Products and/or Services; (iii) use the Products and/or Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights of any Third Party; (iv) use the Products and/or Services to store or transmit software viruses, malicious code or other harmful files; (v) interfere with or disrupt the integrity or performance of the Products and/or Services or the data of any Third Party contained therein; or (vi) attempt to gain unauthorized access to the Products and/or Services or any related networks.

4. FEES AND PAYMENTS

4.1 Fees. You shall pay all amounts specified in the applicable Service Offering for the Products and/or Services ("**Fees**"), for the duration of the applicable Service Offering Term and in accordance with this Agreement. If your franchise or membership involves the transfer of an existing Chain Facility to you or changing affiliation of the Facility from one Wyndham Hotels & Resorts, Inc.-owned franchise or membership system to another, you may be charged a transfer fee, which transfer fee shall be set forth in an applicable Service Offering ("**Transfer Fee**").

4.2 Payments. Unless otherwise set forth in an applicable Service Offering, you shall pay us the Fees each month of the Service Offering Term. Except as otherwise noted, all Fees and charges described in this Agreement are expressed and payable in U.S. dollars (or such other currency as we may direct if the Facility is outside the United States). All Fees are payable by you three (3) days after the month in which they accrue, without billing or demand. We may apply any amounts received to

any outstanding invoices in any order. If you do not make all payments to us when due, then, upon written notice to you, we may withhold implementation, suspend the provision of Products and/or Services (subject to Section 4.4 below) or terminate this Agreement or any applicable Service Offering, at our sole discretion. We may increase the ongoing Fees on an annual basis, providing we make the same change to similarly-situated chain Facilities; provided, however, that we shall notify you no less than thirty (30) days prior to any such increase taking effect.

4.3 Overdue Charges. If any Fees or charges are not received from you by the due date, then, at our sole discretion, (a) such Fees and/or charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) we may condition future Service Offering or subscription renewals on payment terms shorter than those specified herein.

4.4 Suspension of Service and Acceleration. You will be in default of this Agreement if you do not pay us when a payment is due under this Agreement. If your default is not cured within ten (10) days after you receive written notice from us that you have not paid us any Fees or amount that is due, we may, without limiting any other rights and remedies we may have, accelerate your unpaid payment obligations under this Agreement so that all such obligations become immediately due and payable, and/or suspend the Products and/or Services to you until such amounts are paid in full.

4.5 Taxes. Unless otherwise stated, our Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with its purchases hereunder. If we have the legal obligation to pay or collect Taxes for which you are responsible under this section, the appropriate amount shall be invoiced to and paid by you, unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, we are solely responsible for taxes assessable based on our income, property and employees.

5. TECHNICAL SPECIFICATION REQUIREMENTS

5.1 Minimum Technical Requirements. In order to access and/or use the Products and/or Services, you may be required to satisfy and/or maintain certain minimum technical requirements. Any such requirements shall be set forth in the applicable Service Offering, or as may be agreed upon in writing by us and you from time to time. If any Third-Party Product or Service provider(s) (including without limitation, any Third-Party Product or Service provider made available by us), at your request, attempts to integrate hardware or other products and/or services with the Products and/or Services we provide to you, we shall not be liable for any injury or damage to either the hardware or such Third-Party Products or Services, unless such injury or damage is due to our gross negligence or willful misconduct. For the avoidance of doubt, the warranties and support described in this Agreement do not apply to any hardware or products and/or services not provided to you by us.

6. ADDITIONAL OFFERINGS

6.1 Acquisition of additional Products and/or Services. We or a Third Party may from time to time make available to you offerings designed to interoperate with the Products and/or Services ("**Additional Offerings**"). Any acquisition by you of such Additional Offerings from a Third Party, and any exchange of data between you and any Third-Party provider of such Additional Offerings, is solely between you and the Third Party that provides the applicable Additional Offerings.

6.2 No Representation or Warranty. We do not warrant or support any Third-Party Additional Offerings. Any Third-Party Additional Offerings shall be governed exclusively by any agreement

entered into between you and the Third Party that offers the applicable Additional Offerings. If the provider of any Additional Offerings ceases to make such Additional Offerings available for interoperation with the Products and/or Services on reasonable terms, we may, in our sole discretion, cease providing access to such Additional Offerings without entitling you to any refund, credit, or other compensation.

7. CONFIDENTIALITY

7.1 Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Service Provider's Confidential Information shall include the Products and/or Services. Confidential Information of each Party shall include the terms and conditions of this Agreement, the terms and conditions of any and all Service Offerings, as well as business and marketing plans, technology and technical information, product plans and designs, Personal Information, and business processes disclosed by such Party (or a Party's Affiliate). However, Confidential Information shall not include any information that: (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a Third Party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party. "**Personal Information**" means any information about an identifiable individual. Examples of Personal Information include, but are not limited to, names, phone numbers, addresses, credit card information, social security numbers, and/or account or financial information of Service Providers or its Affiliates, employees, franchisees, members, sales associates, brokers, or customers.

7.2 Protection of Confidential Information. The Receiving Party shall: (a) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care); (b) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement (including any and all Service Offerings); and (c) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither Party shall disclose the terms of this Agreement (including any and all Service Offerings) to any Third Party, other than its Affiliates and their legal counsel and accountants without the other Party's prior written consent.

7.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

7.4 Equitable Relief. The Parties acknowledge and agree that, given the unique and proprietary nature of the Confidential Information, monetary damages may not be calculable or a sufficient remedy for any breach of this Section 7 by the Receiving Party, and that the Disclosing Party may suffer great

and irreparable injury as a consequence of such breach. Accordingly, each Party agrees that, in the event of such a breach or threatened breach, the Disclosing Party shall be entitled to seek equitable relief (including, but not limited to, injunction and specific performance) in order to remedy such breach or threatened breach. Such remedies shall not be deemed to be exclusive remedies for a breach by the Receiving Party but shall be in addition to any and all other remedies provided hereunder or available at law or equity to the Disclosing Party.

7.5 Regulatory Considerations. Notwithstanding anything set forth to the contrary, an employee of the Disclosing Party, including an individual who would be considered an employee pursuant to 18 U.S.C. §1833(b)(4), shall not be held criminally or civilly liable under any U.S. federal or state trade secret law for the disclosure of Confidential Information if such disclosure is made in confidence to a government official, either directly or indirectly, or to that individual's attorney, if such disclosure is made solely for the purpose of reporting or investigating a suspected violation of law or if the disclosure is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Moreover, an individual who files a lawsuit for retaliation claiming that retaliation against said individual for reporting a suspected violation of law may disclose Confidential Information to his or her attorney and may use it in the court proceeding, provided any document containing the Confidential Information is filed under seal and the individual does not disclose the Confidential Information, except pursuant to court order.

8. DATA PRIVACY

8.1 Data Policies. You shall at all times comply with all applicable privacy laws and our and our Affiliates' guidelines for privacy, information protection, and data and systems security, including any data and privacy policy or policies we may establish from time to time (the "**Data Policies**"). Service Provider may, at its sole discretion and without prior notice, update its Data Policies from time to time. If there is a conflict between the Data Policies and applicable law, you should comply with applicable law and immediately notify us in writing of such conflict.

8.2 Guest Information. We and/or our Affiliates shall own all Guest Information that is within our possession and/or the possession of our Affiliate or any service provider holding such information on our or our Affiliate's behalf, and you shall own all Guest Information that is within your possession or the possession of any service provider of yours holding such information on your behalf. To the extent that we (including our Affiliates) and you both possess identical Guest Information, our (including our Affiliates') and your respective ownership rights with regard to such Guest Information shall be separate and independent from one another. You acknowledge and agree that: (a) you shall take all commercially reasonable steps to assure the timely and accurate collection, recording, processing and transmittal of the Guest Information to the Products and/or Services at all times; and (b) with respect to your use of the Guest Information, you shall comply with all applicable laws, our Data Policies and any contract or promise you make with or to any of the guests of the Facility.

8.3 Non-Owned Information. Other than the Guest Information, you shall not use any information you obtain from any Service, including but not limited to any information that we append to the Guest Information ("**Non-Owned Information**"), for the benefit of any business, enterprise or activity other than the business of the Facility, and in accordance with all applicable laws and our Data Policies. You shall not disclose, copy, assign, transfer, lease, rent, sell, donate, disseminate or otherwise commercialize any Guest Information or any Non- Owned Information for any other purpose without our prior written consent, which we may withhold at our sole discretion.

8.4 Dummy Information. Any information provided to you from the Products and/or Services

may contain "dummy" information, special codes or other devices to ensure compliance with this Agreement and monitor possible unauthorized use of the Products and/or Services. You shall be conclusively presumed to have violated this Agreement if we discover any unauthorized mail or contacts from information provided only to you or the Facility.

8.5 Improper Access. If you should obtain access to Non-Owned Information in violation of the Data Policies or this Agreement, you shall be a trustee of that information and must act in a fiduciary capacity to protect the information from further unauthorized use or disclosure, and take all commercially reasonable efforts to return the information to us as soon as possible.

9. NO WARRANTIES

9.1 EXCEPT AS MAY OTHERWISE BE SET FORTH IN AN APPLICABLE SERVICE OFFERING AND/OR WHERE SUCH WARRANTIES OR REPRESENTATIONS ARE REQUIRED TO BE GIVEN OR MADE BY APPLICABLE LAW, (A) WE MAKE NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY ABOUT THE PRODUCTS AND/OR SERVICES, THEIR MERCHANTABILITY, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, OR THEIR CONFORMANCE TO THE PROVISIONS AND SPECIFICATIONS OF ANY SERVICE OFFERING OR DOCUMENTATION; (B) WE MAKE NO REPRESENTATION OR WARRANTY REGARDING THE VOLUME OF RESERVATIONS OR AMOUNT OF REVENUES THAT YOU MAY ATTAIN THROUGH THE USE OF THE PRODUCTS AND/OR SERVICES OR THAT YOUR RESERVATIONS OR REVENUE WILL INCREASE; AND (C) WE MAKE NO REPRESENTATION OR WARRANTY REGARDING ANY OF THE DATA THAT YOU MAINTAIN OR THE PREVENTION OF ANY VIRUSES OR MALWARE, AND WE ARE NOT RESPONSIBLE FOR THE LOSS OF ANY DATA OR THE INTRODUCTION OF ANY VIRUSES OR MALWARE, EVEN IF SUCH LOSS OR INTRODUCTION RESULTS FROM AND PRODUCTS AND/OR SERVICES HEREUNDER. YOU ARE RESPONSIBLE FOR ENSURING THAT YOUR DATA IS ADEQUATELY BACKED UP AND THAT YOU MAINTAIN CURRENT UPDATED ANTI-VIRUS/ANTI-MALWARE SOFTWARE.

9.2 YOU, ON BEHALF OF YOURSELF, YOUR SUCCESSORS AND ASSIGNS, HEREBY WAIVE, RELEASE AND RENOUNCE ALL CLAIMS OR CAUSES OF ACTION THAT YOU MAY HAVE AGAINST US, OUR AFFILIATES, OR OUR OR THEIR OFFICERS, DIRECTORS OR AGENTS, ARISING OUT OF THE PRODUCTS AND/OR SERVICES UNLESS DUE TO OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

10. INDEMNIFICATION

Indemnification. You shall indemnify, defend and hold harmless us, our Affiliates, our licensors and their successors and assigns and each of the respective directors, officers and employees associated with them against all claims, actions or proceedings, arising out of or related to your operation, use or non-use of the Products and/or Services (including your failure to comply with this Agreement and any applicable Service Offering); your use of the Guest Information; any Third-Party data or system security breaches; and/or any Additional Offerings or agreements for such Additional Offerings. We shall not be liable to you or any other person or entity for personal injury or property loss, including but not limited to, damage to the Facility. You are not obligated to indemnify us for our own intentional misconduct.

11. NO LIABILITY FOR INFORMATION

WE SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES RESULTING FROM ANY INCORRECT INFORMATION GIVEN TO US OR INPUT INTO THE PRODUCTS AND/OR SERVICES BY ANY PERSON THAT IS NOT US. SUPPORT OR SERVICES HEREUNDER NECESSITATED BY COMPUTER VIRUSES, OR BY ANY FAILURE OR BREACH OF YOUR SECURITY FOR ITS SYSTEMS OR DATA, INCLUDING, WITHOUT LIMITATION, DAMAGE CAUSED BY PERSONS LACKING AUTHORIZED ACCESS, ARE NOT COVERED UNDER THIS AGREEMENT. YOU WAIVE ANY CLAIMS HEREUNDER AGAINST US TO THE EXTENT ARISING FROM YOUR FAILURE TO HAVE OR MAINTAIN CURRENT VIRUS PROTECTION, OR TO THE EXTENT ARISING FROM A FAILURE OR BREACH OF YOUR SECURITY FOR ITS SYSTEMS OR DATA, OR AS A RESULT OF ANY UNAUTHORIZED ACCESS TO YOUR SYSTEMS.

12. DAMAGE LIMITATION

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER WE NOR OUR AFFILIATES SHALL BE LIABLE TO YOU FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST REVENUE (COLLECTIVELY REFERRED TO AS "**INDIRECT DAMAGES**") IN CONNECTION WITH THE PRODUCTS AND/OR SERVICES OR THIS AGREEMENT, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE REASONABLY FORESEEN SUCH DAMAGES. IN ADDITION, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, FOR DIRECT DAMAGES CAUSED BY US (AND ANY INDIRECT DAMAGES TO THE EXTENT THAT THE ABOVE LIMITATION IS NOT RECOGNIZED BY A COURT OR OTHER AUTHORITY) ANY CLAIM SHALL BE LIMITED TO THE TOTAL AMOUNT PREVIOUSLY PAID BY YOU TO FOR THE PREVIOUS TWELVE (12) MONTH PERIOD. THE ABOVE LIMITATIONS ON LIABILITY APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE.

13. TERM; TERMINATION AND SUSPENSION

13.1 Term. This Agreement shall be effective as of the Effective Date and shall continue in full force and effect until expiration and/or termination of the Franchise Agreement, unless earlier terminated in accordance with the terms and conditions of this Agreement ("**Agreement Term**"). The Service Offering(s) shall commence as of the effective date(s) set forth therein, and shall continue in full force and effect until expiration and/or termination of such applicable Service Offering(s), unless earlier terminated or extended in accordance with the terms and conditions of the applicable Service Offering(s), this Agreement or the Franchise Agreement ("**Service Offering Term**").

13.2 Our Right to Terminate. If any one of the following events occurs, then to the extent permitted by applicable law, we shall have the right, at our option and without liability or further obligation to you, to immediately terminate this Agreement (including any of the applicable Service Offering(s)): (a) you fail to make any payment when due under this Agreement (including any of the applicable Service Offering(s)), the Franchise Agreement or any other agreement between you and us; (b) you breach any covenant, warranty or terms and conditions set forth in this Agreement (including any of the applicable Service Offering(s)), the Franchise Agreement or any other agreement between you and us; (c) we cease to provide the Products and/or Services; (d) the Franchise Agreement expires or terminates for any reason; or (e) we assign, transfer, dissolve, terminate, or wind-down our business, under applicable law. We may terminate this Agreement for convenience at any time provided that we shall provide you with no less than sixty (60) days' advance

notice.

13.3 Termination Due to Bankruptcy or Insolvency. Either Party shall have the right to immediately terminate this Agreement in the event (a) a bankruptcy, reorganization, receivership, insolvency or other similar proceeding for the arrangement of such Party's obligations is instituted by such Party, or involuntarily against such Party and not dismissed within ninety (90) days; (b) the other Party is unable to pay its debts as they become due or admits in writing its inability to pay its debts generally; or (c) the other Party becomes subject to any statutory, administrative or court order or other official action which prevents either from continuing to fulfill its obligations under this Agreement.

13.4 Suspension. In addition to the right to terminate this Agreement, we may suspend your access to the Products and/or Services upon the occurrence of any of the events described in Section 13.2 until your violation is cured and you have agreed in writing to engage in no conduct that will cause a repeat violation to occur. If you violate such a restoration agreement, we may suspend or terminate your access to the Products and/or Services permanently or for an indefinite period. Because we still incur costs on your behalf, you must continue to pay all Fees associated with Products and/or Services under this Agreement (including any of the applicable Service Offering(s)) during any such suspension period.

13.5 Upon Termination. Upon termination of this Agreement: (a) Any and all licenses granted to you under this Agreement (including any applicable Service Offering) shall end and you shall immediately cease using any Products and/or Services licensed to you by us or a Third Party pursuant hereto; (b) you shall immediately cease using any and all Access Credentials that provided access and use of the Products and/or Services; (c) you shall promptly (but in no event later than thirty (30) days) return or destroy any and all Confidential Information of ours, whether in written or electronic form, and neither you nor any of your employees or agents shall retain any copies, extracts, derivatives, or other reproductions of our Confidential Information (in whole or in part) in any form whatsoever; and (d) you shall take reasonable steps to assure that any and all documents, memoranda, notes, and other writings or electronic records prepared or created by us, which include or reflect our Confidential Information, are destroyed. Within thirty (30) days after expiration and/or termination of this Agreement, you shall certify to us in writing that the original and all copies have been returned to us or destroyed. YOU EXPRESSLY WAIVE ANY RIGHT TO NOTICE OF OR ANY HEARING WITH RESPECT TO REPOSSESSION AND CONSENT TO ENTRY INTO THE FACILITY BY OUR AGENTS OR REPRESENTATIVES OR ANY PREMISES WHERE ANY PRODUCTS AND/OR SERVICES THAT ARE RENTED BY YOU FROM US OR A THIRD-PARTY PROVIDER MAY BE LOCATED AND REMOVING THEM WITHOUT JUDICIAL PROCESS. If you fail or refuse to permit the peaceable entry by our agents to take possession of such Products and/or Services, you shall be liable for rental of the Products and/or Services at the rate of $500.00 per week from the date that we first attempt to retake the Products and/or Services. We may, in our sole discretion, embed within the Products and/or Services various security devices that will render the Products and/or Services unusable and the data stored by the hardware or the Products and/or Services inaccessible if this Agreement terminates.

14. NOTICES

14.1 General. All notices and other communications in connection with this Agreement shall be in writing and shall be sent to the respective Parties at the addresses set forth below or to such other addresses as may be designated by each Party in writing from time to time in accordance with this section. All notices and other communications shall be sent by registered or certified air mail, postage prepaid, or by express courier service, service fee prepaid. All notices and other communications shall be deemed received: (a) immediately upon delivery, if hand delivered; (b) five business days

after depositing in the mail, if delivered by mail; or (c) the next business day after delivery to express courier service, if delivered by express courier service.

If to Us:	**If to You:**
22 Sylvan Way	_____
Parsippany, NJ 07054	_____
Attn: Vice President, Contracts Compliance	_____

With a copy to: Wyndham Hotel Group, LLC 22 Sylvan Way Parsippany, NJ 07054 Attn: General Counsel	**With a copy to:** _____ _____ _____ _____

15. MISCELLANEOUS

15.1 Force Majeure. If performance by either Party is delayed or prevented (excluding the obligation to make payments under this Agreement) because of strikes, inability to procure labor or materials, defaults of suppliers or subcontractors, delays or shortages of transportation, failure of power or communications systems, restrictive governmental laws or regulations, weather conditions, or other reasons beyond the reasonable control of the Party, then performance of such acts will be excused and the period for performance will be extended for a period equivalent to the period of such delay. Delays or failures to pay resulting from lack of funds will not be deemed delays beyond your reasonable control.

15.2 Entire Agreement. This Agreement and any attachments hereto, constitutes the entire, final and exclusive agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous statements, representations, negotiations, discussions, understandings and agreements, whether oral or written, with respect to the subject matter of this Agreement. Nothing in the foregoing, no provision in this or any related agreement is intended to disclaim the express representations made in any Franchise Disclosure Document provided to you by us or one of our Affiliates.

15.3 Your Forms. We are not bound by any terms of your purchase order forms or notices of acceptance which attempt to impose any conditions at variance with the terms and conditions of this Agreement or with our invoices, standards manuals or technical specifications. Our failure to object to any provision contained in your printed form is not a waiver of any provision of this Agreement.

15.4 No Third-Party Beneficiary. The Agreement is intended for the sole benefit and protection of the named Parties, their successors and permitted assigns, and no Third Party shall have any cause of action or right to payments made or received herein except for any owners of any Products and/or Services who have licensed or authorized us to provide the same to you.

15.5 Prevailing Party Attorneys' Fees. In the event of an alleged breach of this Agreement, the prevailing Party shall be entitled to reimbursement of all of its costs and expenses, including reasonable attorneys' fees, incurred in connection with such dispute, claim or litigation, including any appeal therefrom. For purposes of this Section, the determination of which Party is to be considered the prevailing Party shall be decided by the court of competent jurisdiction that resolves such dispute, claim or litigation.

15.6 Other Relief. We may obtain the remedy of injunctive relief without the posting of a bond if you violate its obligations regarding confidentiality, non-disclosure, transfer or limitations on the Products and/or Services use under this Agreement. Notwithstanding anything contained in this Agreement to the contrary, each Party shall be entitled to seek injunctive or other equitable relief whenever the facts or circumstances would permit such Party to seek such equitable relief in a court of competent jurisdiction.

15.7 Modifications. This Agreement may not be amended, modified or rescinded except in

writing, signed by both Parties, and any attempt to do so shall be void and of no effect. This Agreement may be modified or amended only pursuant to a separate writing mutually agreed upon and signed by both Parties. The Parties expressly disclaim the right to claim the enforceability or effectiveness of: (a) any oral modifications to this Agreement; and (b) any other amendments that are based on course of dealing, waiver, reliance, estoppel or other similar legal theory. The Parties expressly disclaim the right to enforce any rule of law that is contrary to the terms of this Section.

15.8 Governing Law; Exclusive Jurisdiction. The validity, construction and performance of this Agreement, and the legal relations among and any disputes between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding that body of law applicable to conflicts of law that would apply the substantive law of another jurisdiction. Any suit or proceeding relating to this Agreement shall be brought only in the state and federal courts located in the State of New Jersey. The Parties hereby expressly consent to the exclusive personal jurisdiction of the New Jersey state courts situated in Morris County, New Jersey, and the United States District Court for the District of New Jersey. Each Party hereby waives any right it may have to assert the doctrine of forum non conveniens or to object to venue with respect to any suit or proceeding brought under this Agreement.

15.9 Waiver. If either Party fails to exercise any right or option at any time under this Agreement, such failure will not be deemed a waiver of the exercise of such right or option at any other time or the waiver of a different right or option. Termination of this Agreement by either Party will not waive your obligation to make any payments to us under this Agreement.

15.10 Headings. The division of this Agreement into sections and the use of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "Agreement," "herein," "hereof," "hereunder" and similar expressions refer to this Agreement and not to any particular section or other portion hereof and include any Schedules or agreements supplemental hereto (including any Service Offering). Unless something in the subject matter or context is inconsistent therewith, references herein to sections are to sections of this Agreement.

15.11 No Construction Against Drafter. The Parties agree that any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to the terms and conditions of this Agreement.

15.12 Counterparts. This Agreement may be executed in one (1) or more duplicate originals, all of which together shall be deemed one and the same instrument.

15.13 Severability. If any provision of this Agreement is determined to be void or unenforceable, the provision shall be deemed severed from the Agreement and the remainder of this Agreement shall continue in full force and effect.

15.14 Successors and Assigns. You agree that we may assign this Agreement or any of our rights and obligations hereunder without your consent. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors and permitted assigns. Notwithstanding the above, you may not assign this Agreement or any of your rights or obligations hereunder without our express written consent.

15.15 Mediation. The Parties agree that all disputes arising under this Agreement or associated with the Products and/or Services may be submitted through non-binding mediation. Either party may request mediation which shall be conducted by a mutually acceptable and neutral Third-Party

organization. If the Parties cannot resolve the dispute through negotiation or mediation, or choose not to negotiate or mediate, either Party may pursue litigation.

15.16 Survival. The provisions of this Agreement that due to their content should have continuing life shall survive the termination of this Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties hereto have executed, or caused to be executed by their duly authorized representatives, this Agreement as of the Effective Date.

*By signing this Agreement, you represent that you are authorized to enter into this Agreement on behalf of the Franchisee or Member named herein.

We: _____	You: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

ATTACHMENT 1.1

Definitions

"**Access Credentials**" means any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify Permitted Users' identity and authorization to access and use the SaaS Solution.

"**Affiliate**" means any and all subsidiaries, affiliates, corporations, limited liability companies, partnerships, firms, associations, businesses, organizations, and/or other entities that directly or indirectly (either presently or in the future and/or through one or more intermediaries) control, are controlled by, or are under common control with, the subject entity (with respect to us, including our parent company, Wyndham Hotels & Resorts, Inc. and/or such entities).

"**Facility**" means the Location (as defined in the preamble to this Agreement), together with all improvements, buildings, common areas, structures, appurtenances, facilities, entry/exit rights, parking, amenities, FF&E and related rights, privileges and properties existing or to be constructed at the Location on or after the effective date of the Franchise Agreement.

"**Franchise Agreement**" means the franchise agreement and/or license (however named) between you and us granting to you the non-exclusive right to operate the Facility under the System.

"**Guest Information**" means any names, e-mail addresses, phone numbers, mailing addresses and other information about guests and customers of the Facility, including, without limitation, stay information, that we or you, or a person acting on behalf of us or you, receives from or on behalf of the other or on behalf of any guest or customer of the Facility.

"**Hardware**" means the computer hardware, peripheral equipment, ancillary equipment, the operating system software and related documentation that you use for purposes of accessing and using the Products and/or Services.

"**Intellectual Property**" means any and all rights existing from time to time under patent law, copyright law, trademark law, trade secret law, and any other proprietary rights laws and regulations as well as any related applications, reissuances, continuations, continuations-in-part, divisionals, renewals, extensions, and restorations thereof, now or hereafter in force and effect anywhere in the world.

"**Permitted Use**" means use of the Products and/or Services by Permitted Users for the benefit of you solely in or for your business operations as contemplated for and in accordance with the Franchise Agreement.

"**Permitted User**" means a person who is authorized by us, or who is otherwise permitted under this Agreement, to access and use the Products and/or Services, including without limitation, You.

"**Third Party**" and "Third-Party" means persons and entities other than us or you or our respective Affiliates.

Location:_____
Unit No.:_____

SCHEDULE TO
MASTER INFORMATION TECHNOLOGY AGREEMENT
ORACLE PRODUCTS AND/OR SERVICES

This Schedule ("**Schedule**"), effective as of _____ ("**Schedule Effective Date**"), by and between _____, a _____ ("**Service Provider**," "**we**," "**our**," or "**us**"), and _____, a _____("**you**" or "**your**") is issued pursuant to and incorporates by reference the terms and conditions of the Master Information Technology Agreement, dated as of _____, entered into by and between us and you ("**Agreement**") for a _____® Facility. We and you shall each be referred to herein as a "**Party**" and together as the "**Parties**" to this Schedule.

1. GENERAL

1.1 Definitions. Capitalized terms used in this Schedule shall have the meanings ascribed to them in this Schedule, the attached Attachment 1.1, or the Agreement, as applicable, which may be updated or supplemented by us from time to time. All other capitalized terms used but not defined herein shall have the meanings ascribed to them in the Franchise or Membership Agreement and are incorporated herein by reference.

1.2 Conflicts in Interpretation**.** The following order of precedence shall be followed in resolving any inconsistencies between the terms of this Agreement and the terms of any Schedules attached hereto: (a) first, the terms contained in this Schedule; and (b) second, the terms of the Agreement, provided that no order of precedence shall be applied among any such Schedules.

1.3 Overview. The purpose of this Schedule is for us to provide you certain Products and/or Services offered by Oracle America, Inc. (the "**Oracle Products and/or Services**") and for Products and/or Services we offer you in connection with the Oracle Products and/or Services ("**Our Products and/or Services**"), as further set forth in this Schedule.

2. DESCRIPTION OF PRODUCTS AND/OR SERVICES

2.1 Authorization. Pursuant to the terms and conditions set forth in the Agreement and this Schedule, you authorize us to provide to you the Products and/or Services that are described in this Schedule and we agree to provide you with the Products and/or Services that are described in this Schedule.

2.2 Oracle Products and/or Services. We shall provide you with the Oracle Products and/or Services set forth in the attached Attachment 2.2.

2.3 Our Products and/or Services. We will provide you with Our Products and/or Services set forth in the attached Attachment 2.3. Our Products and/or Services include, but are not

limited to, support for technology applications we may offer you from time to time, such as our Reservation System, as well as support of tools such as the Brand Information Source Portal, and activities related to PMS Vendor Management. For the avoidance of doubt, Our Products and/or Services do **not** include: (a) support relating to the OPERA databases, servers, application servers and/or storage, each of which are housed at a Oracle data center and not at the Facility; or (b) services relating to data backups, which shall be the Facility's responsibility.

2.4 Rate and Inventory Consulting Services. From time to time, we may provide services to you under our Central Rate and Inventory Support Program (the "**CRISP Services**") as described in Attachment 2.4 attached hereto, which we may update or supplement from time to time.

2.5 Additional Services. We may perform additional Services agreed to in writing by you and us from time to time, which may include additional fees to be agreed to by you and us.

3. GRANT OF RIGHTS

3.1 License. Subject to payment of all applicable Fees, we hereby grant to you the right to access, use and display the use the Products and/or Services, including the Oracle Product and/or Services, during the Term solely for the Permitted Use, solely by your Permitted Users and solely in accordance with the terms and conditions set forth in the Agreement and this Schedule. Except for the limited right expressly granted by the foregoing, all rights, title and interests in and to the Products and/or Services, including the Oracle Products and/or Services, are reserved to us or to any Third Party who licenses the Products and/or Services to us or to our Affiliates.

3.2 Our Responsibilities. We shall: (a) use commercially reasonable efforts to make the Products and/or Services available twenty-four (24) hours a day, seven (7) days a week, except for: (i) planned downtime, or (ii) any unavailability caused by circumstances beyond our reasonable control, including without limitation, acts of nature, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, labor strikes, Internet service provider failures or delays, or denial of service attacks; and (b) provide the Products and/or Services only in accordance with applicable laws and government regulations that govern the implementation of the Products and/or Services.

3.3 Your Responsibilities**.**

3.3.1 You shall: (a) be fully responsible for your Permitted Users' compliance with the Agreement and this Schedule, as applicable; (b) be responsible for the accuracy, quality and legality of Guest Information, to the extent collected by you or your employees, agents or representatives, and for the means by which you or your employees, agents or representatives acquire Guest Information; (c) prevent unauthorized access to or use of the Products and/or Services, and notify us promptly of any such unauthorized access or use; and (d) use the Products and/or Services only in accordance with the Agreement, this Schedule, and applicable laws and government regulations. You shall not: (i) make Products and/or Services available

to anyone other than your Permitted Users; (ii) sell, resell, rent or lease the SaaS Solution; (iii) use the Products and/or Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights of any Third Party; (iv) use the Products and/or Services to store or transmit software viruses, malicious code or other harmful files; (v) interfere with or disrupt the integrity or performance of the Products and/or Services or the data of any Third Party contained therein; or (vi) attempt to gain unauthorized access to the Products and/or Services or any related networks.

3.3.2 Your access and/or use of the Oracle Products and/or Services is governed by the service specifications and related documents that may be accessed at https://www.oracle.com/corporate/contracts/cloud-services (the "**Service Specifications**"), and you agree to comply with and be bound by such Service Specifications at all times while accessing or otherwise using the Oracle Products and/or Services. Any breach by you or your Permitted User shall be considered a material breach of the Agreement and this Schedule. Further, (i) Oracle will not create a separate Services environment for you, and all content (including your content and personal data) of yours will reside in a single, shared Services environment, and we and you and may be able to access, view, commingle, use, create, modify, delete, and transfer each other's content (including your content and personal data) in such Services environment; (ii) we will provide required notices and obtain required consents and/or authorizations to make such content available in the manner set forth in (i); (iii) content of yours may not be able to be exported, deleted or rendered inaccessible in, or made available for retrieval in its entirety outside of, the Services environment; (iv) your use of the Oracle Products and/or Services must not exceed the quantities and usage limits of such Oracle Products and/or Services ordered by you (including as described in the Service Specifications); (v) the Oracle Products and/or Services will be provided to you and your Permitted Users in accordance with standard capabilities and management, pursuant to the configurations established by us and under the same customer support identifier assigned to us; and (vi) we are the data controller (and Oracle is a data processor) for purposes of the Oracle Products and/or Services ordered and all rights and obligations under any data processing agreement are exercisable exclusively by us (including the right and responsibility of providing any instructions, including for data processing requirements, to Oracle), and Oracle has no obligation to ensure the compatibility or accuracy of the instructions provided to Oracle by us to you, and Oracle is not responsible for the effect of any conflicting instructions.

4. FEES AND PAYMENTS

4.1 Fees. You shall pay all fee amounts specified in Attachment 4.1 to this Schedule for the Products and/or Services set forth in the Schedule, including the Oracle Products and/or Services ("**Fees**"). If your franchise or membership involves the transfer of an existing Chain Facility to us or changing affiliation of the Facility from one Wyndham Hotels & Resort, Inc.-owned franchise or membership system to another, you will be charged a transfer fee ("**Transfer Fee**"). You will also pay for all Additional Services as applicable.

4.2 Invoicing and Payments. Invoicing from us to you for the Product and/or Services under this Schedule shall be in accordance with the Agreement. Payments from you to us for the Product and/or Services under this Schedule shall be in accordance with the Agreement.

5. DISCLAIMER; NO WARRANTIES; TECHNICAL SPECIFICATIONS REQUIREMENTS

5.1 Disclaimer. We are not responsible for the loss of any data or for any viruses or malware infecting your systems. It is your responsibility to ensure that the Facility's data is adequately backed up at all times and that you maintain current updated anti-virus/anti-malware software at all times. Assistance with restoring lost data or with addressing an infected system may be provided as Additional Services.

5.2 No Warranties. EXCEPT WHERE SUCH WARRANTIES OR REPRESENTATIONS ARE REQUIRED TO BE GIVEN OR MADE BY APPLICABLE LAW, (A) WE MAKE NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY ABOUT THE PRODUCTS AND/OR SERVICES, ORACLE PRODUCTS AND/OR SERVICES, CRISP SERVICES OR ADDITIONAL SERVICES, THEIR MERCHANTABILITY, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, OR THEIR CONFORMANCE TO THE PROVISIONS AND SPECIFICATIONS OF ANY ORDER OR DOCUMENTATION; (B) WE MAKE NO REPRESENTATION OR WARRANTY REGARDING THE VOLUME OF RESERVATIONS OR AMOUNT OF REVENUES THAT THE FACILITY MAY ATTAIN THROUGH THE USE OF THE CRISP SERVICES OR THAT YOUR RESERVATIONS OR REVENUE WILL INCREASE; AND (C) WE MAKE NO REPRESENTATION OR WARRANTY REGARDING ANY OF THE DATA THAT YOU MAINTAIN OR THE PREVENTION OF ANY VIRUSES OR MALWARE, AND WE ARE NOT RESPONSIBLE FOR THE LOSS OF ANY DATA OR THE INTRODUCTION OF ANY VIRUSES OR MALWARE, EVEN IF SUCH LOSS OR INTRODUCTION RESULTS FROM OUR PERFORMANCE OF SERVICES HEREUNDER. YOU ARE RESPONSIBLE FOR ENSURING THAT YOUR DATA IS ADEQUATELY BACKED UP AND THAT YOU MAINTAIN CURRENT UPDATED ANTI-VIRUS/ANTI- MALWARE SOFTWARE. YOU, ON BEHALF OF YOURSELF, YOUR SUCCESSORS AND ASSIGNS, HEREBY WAIVE, RELEASE AND RENOUNCE ALL CLAIMS OR CAUSES OF ACTION THAT YOU MAY HAVE AGAINST US, OUR AFFILIATES, OR OUR OR THEIR OFFICERS, DIRECTORS OR AGENTS, ARISING OUT OF THE PRODUCTS AND/OR SERVICES (INCLUDING THE ORACLE PRODUCTS AND/OR SERVICES) UNLESS DUE TO OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

5.3 Technical Specification Requirements. To access and use the Product and/or Services, you must meet the technical specification requirements set forth on Attachment 5.3.

6. INDEMNIFICATION AND DAMAGE LIMITATION

6.1 Indemnification. In addition to your indemnification obligations set forth in the

Agreement, you shall indemnify, defend and hold harmless us, our Affiliates, successors and assigns and each of the respective directors, officers and employees associated with them against all claims of employees, agents, guests, and all other persons and entities, arising out of the Products and/or Services (including the Oracle Products and/or Services), including, but not limited to, your failure to comply with this Schedule (which for purposes of clarity shall be deemed to include the Service Specifications). We shall not be liable to you or any other Third Party, person or entity for personal injury or property loss, including but not limited to, damage to the Facility. You are not obligated to indemnify us for our own negligence or our intentional misconduct.

7. TERM AND TERMINATION

7.1 Term. This Schedule will be effective from the Schedule Effective Date, and unless earlier terminated in accordance with this Schedule, shall continue in full force and effect for a period of three (3) years ("**Initial Term**"). After the Initial Term, this Schedule shall automatically renew for successive one (1) year periods unless either party provides not less than thirty (30) days' written notice of its desire not to renew.

7.2 Termination. In accordance with the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Schedule as of the Schedule Effective Date.

*By signing this Schedule, you represent that you are authorized to enter into this Schedule on behalf of the Franchisee or Member.

We: _____	**You:** _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Our address:	**Your address:**
22 Sylvan Way	_____
Parsippany, NJ 07054, USA	_____
	_____

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT

ORACLE PRODUCTS AND/OR SERVICES
ATTACHMENT 1.1

Definitions

"Additional Services" means services performed pursuant to this Schedule that are in addition to CRISP Services and Our Services, and may include, without limitation, services relating to hardware installation, hardware upgrades, data recovery, configuration, training, and debugging.

"Brand Information Source Portal" means an online gateway for communications and important notifications between us and you by providing access to reports, guest feedback, marketing resources, brand standards, quality assurance, training resources and online bill payment. As of the date of this Schedule, the Brand Information Source Portal is currently called MyPortal.

"Brand System" means the business format franchise or membership system and method of doing business defined under the Franchise or Membership Agreement.

"**CRISP Services**" means the Rate and Inventory Consulting Services as described above in Section 2.4 and in the attached Attachment 2.4 attached hereto, which we may update or supplement from time to time.

"Franchisee" means the person or entity set forth in the introductory paragraph of this Agreement, its successors and assigns, as permitted in the Franchise or Membership Agreement.

"Our Products and/or Services" means the Products and/or Services that we may provide to the Facility as described above in Section 2.3 and in the attached Attachment 2.3.

"PMS Vendor Management" means coordination of vendors in support of troubleshooting issues related to the Services.

"Products and/or Services" means the Oracle Products and/or Services and Our Products and/or Services, including the CRISP Services, as described in Section 2, and Attachment 2.2, Attachment 2.3 and Attachment 2.4, respectively, as well as any Additional Services.

"Reservation System" means the applicable computerized central reservation system, or any replacement thereof, that we maintain (directly or by subcontracting with an affiliate or one or more third parties) and/or use, for the purpose of allowing the placing and receiving of lodging reservations, as well as such other services as we may develop and provide in the future, upon conditions including fees which we, in our sole discretion, may place in effect under the Franchise or Membership Agreement.

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT

ORACLE PRODUCTS AND/OR SERVICES

ATTACHMENT 2.2

Oracle Products and/or Services

OPERA Foundation

Oracle OPERA Foundation is the basis of the Oracle Hospitality OPERA Suite offering a cloud-based property management system that offers, among other things, the following features and functionality:

- Access to application suite enabling common property management functions, up to a maximum of 30 functions;
- Access to standard reporting and integration platforms; and
- Access to standard online learning materials.

OPERA Standard

- Oracle OPERA Standard adds additional modules to OPERA Foundation and enables an additional 25 functions for a maximum of 55 functions of the Oracle OPERA Hospitality Suite.

OPERA Premium

- Oracle OPERA Premium adds additional modules to OPERA Foundation and enables access to more than 150 functions of the Oracle OPERA Hospitality Suite.

Either Oracle or we shall, as appropriate, provide first-level support for the Products and/or Services, which shall include OPERA and any additional interfaces included in the Oracle Products. Oracle may also provide various support Services, as may be necessary for the OPERA Products, including, among other things, Application provisioning, Product or interface installation Services, and training Services, as we may request of Oracle from time to time.

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT

ORACLE PRODUCTS AND/OR SERVICES

ATTACHMENT 2.3

Our Products and/or Services

Our Products and/or Services include the following:

1. Partnering with product and/or service providers to diagnose and resolve hotel facing network problems per established troubleshooting procedures.
2. Partnering with product and/or service providers to diagnose and resolve hotel facing interface problems per established troubleshooting procedures.
3. Partnering with product and/or service providers to diagnose and resolve hotel facing workstation configuration and environment problems.
4. Partnering with product and/or service providers to diagnose and resolve hotel facing host reservation services communication issues per established troubleshooting procedures.
5. Maintaining automated tracking support of all significant incidents.
6. Maintaining staff proficient on current software and functionality.
7. Partnering with product and/or service providers to diagnose and resolve issues related to tools that interface with the services and coordinating with third-party providers when necessary.
8. Providing either through us or Oracle, as appropriate, first-level support for the Products and/or Services, which shall include OPERA and any additional interfaces included in the Oracle Products.

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT
ATTACHMENT 2.4

ORACLE PRODUCTS AND/OR SERVICES

CRISP SERVICES

Terms of CRISP Services

Franchisee agrees to establish the best available rate "**BAR**"; provided, however that Franchisee acknowledges and agrees that it will retain ultimate control over all rate audit decisions. Subject to the foregoing, Franchisee explicitly authorizes Franchisor to make adjustments to the Facility's rates, inventory and restrictions in order to comply with the Required Policies and Practices without advance notice to Franchisee. Franchisor shall not, however, change the BAR without authorization from Franchisee. In addition, Franchisee may modify or reverse any change Franchisor may make by notifying Franchisor, provided that such modification or reversal is consistent with the Required Policies and Practices. Franchisee's general manager shall be its primary representative who shall have the authority to make rate audit decisions for the Facility, unless Franchisee designates another Facility representative in writing to Franchisor. Franchisor may communicate with Franchisee's representative by telephone, e-mail or in another manner, and Franchisor may rely on any communication which Franchisor believes, in good faith, is from Franchisee's representative. Any know-how, algorithms, formulae, data, recommendations, documentation, software, or other materials or information that Franchisor furnishes to Franchisee in connection with the CRISP Services shall be deemed "Confidential Information" as defined in the Franchise or Membership Agreement and shall be subject to all prohibitions on disclosure, copying or use of Confidential Information under the Franchise or Membership Agreement.

Overview of CRISP Services

Property Audit & Setup

In consultation with the Facility representative, simplify rates and room type structures by:

- Verifying that all required rate plans are loaded correctly in the SaaS solution;
- Verifying that local rates are available for sale in the distribution channels selected by the Facility;
- Verifying that all brand standard rate plans are available for sale; and
- Verifying that all hotel specific data is accurate and up to date in all systems.

Rate & Inventory Management

Review inventory/rate visibility and consistency across all distribution channels. Key services include:

- Monitoring Facility inventory and rate settings in the SaaS solution;
- Identifying and advising Franchisee of erroneous rate plans;
- Monitoring rates across distribution channels and checking for accuracy in third party channels; and
- Coordinating participation in key corporate accounts and marketing programs.

SCHEDULE TO
MASTER INFORMATION TECHNOLOGY AGREEMENT
ORACLE PRODUCTS AND/OR SERVICES
ATTACHMENT 4.1 – Fees

The following fees shall be payable by you for the Oracle Products and/or Solutions. Please note that your brand may require a specific level of the OPERA service listed above and may also determine whether set up and installation is remote or on-site.

<table>
<tr><th>OPERA FOUNDATION</th><th>OPERA STANDARD</th><th>OPERA PREMIUM</th></tr>
<tr><td colspan="3">Remote and On-site One-Time Set Up & Implementation Fee
Additional interface installation fees range from $525 to $3,050 per interface. Certain interface installations, such as RevIQ, are mandatory.</td></tr>
<tr><td colspan="3">Remote Set up & Installation</td></tr>
<tr><td>$11,000</td><td>$14,400</td><td>$22,100</td></tr>
<tr><td colspan="3">On-Site Set Up & Installation</td></tr>
<tr><td>$15,550</td><td>$19,400</td><td>$29,300</td></tr>
<tr><td colspan="3">Monthly Fees
Additional monthly interface support fees may apply</td></tr>
<tr><td>
<table>
<tr><th>Licensed Rooms at Facility</th><th>Monthly Fee</th></tr>
<tr><td>100 or fewer</td><td>$734 per month</td></tr>
<tr><td>101-150</td><td>$788 per month</td></tr>
<tr><td>151-200</td><td>$893 per month</td></tr>
<tr><td>201 or more</td><td>$1,050 per month</td></tr>
</table>
</td><td></td><td>Monthly Fee
$13.25 per room / per month</td></tr>
</table>

One-Time Transfer Fee (if applicable)	$995

The following fees shall be payable by you for the RevIQ Products and/or Services and Our Products and/or Services:

RevIQ Standard	Included in monthly fee
RevIQ Premium[1]	$28 per month

[1] RevIQ Premium Service is only available after three months of participation in RevIQ Standard service. We reserve the right to assess your Facility and its performance to determine an appropriate service level.

In certain circumstances we may issue you a written quote with Facility-specific fees that differ from those reflected above. Provided that the quote we issue in writing is signed by you, then in the event of any

conflict between this Attachment 4.1 and the quote, the quote shall control.

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT

ORACLE PRODUCTS AND/OR SERVICES

ATTACHMENT 5.3

Technical Specification Requirements

To access and use the Product and/or Services, you must meet the technical specification requirements set forth in the Deployment Information located here:

https://docs.oracle.com/en/industries/hospitality/opera-cloud/23.1/

The Deployment Information referenced above is provided by Oracle and may be updated from time to time; we will notify you of any material change to the information when we receive notice of such a change from Oracle.

Location:_____
Unit No.:_____

SUPPLEMENT TO
SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT
ORACLE PRODUCTS AND/OR SERVICES

REVIQ PRODUCTS AND/OR SERVICES

This supplement ("**Supplement**") to Schedule to Master Information Technology Agreement ("**MITA**") entitled "Oracle Products and/or Services" ("**Oracle Schedule**"), effective as of _____ ("**Supplement Effective Date**"), by and between _____ ("**Service Provider**," "**we**," "**our**," or "**us**"), and _____ ("**you**" or "**your**") is issued pursuant to and incorporates by reference the terms and conditions of the MITA, dated as of _____, entered into by and between us and you ("**Agreement**") for a_____ ® Facility. We and you shall each be referred to herein as a "**Party**" and together as the "**Parties**" to this Supplement.

1. GENERAL

1.1 Definitions. Capitalized terms used in this Supplement shall have the meanings ascribed to them in this Supplement, the attached Attachment 1.1, the Oracle Schedule, or the Agreement, as applicable, which may be updated or supplemented by us from time to time. All other capitalized terms used but not defined herein shall have the meanings ascribed to them in the Franchise or Membership Agreement and are incorporated herein by reference.

1.2 Conflicts in Interpretation**.** The following order of precedence shall be followed in resolving any inconsistencies between the terms of this Supplement and the terms of any attachments attached hereto: (a) first, the terms contained in the attachments; and (b) second, the terms of this Supplement, provided that no order of precedence shall be applied among any such attachments.

1.3 Overview. The purpose of this Supplement is for us to provide you with a customized revenue management system known as "RevIQ," that was designed in collaboration with our third-party vendor, IDeaS, as further set forth in this Supplement (the "**RevIQ Products and/or Services**") as well as our own products and/or Services ("**Our Products and/or Services**"), which, either individually or collectively, shall be considered Products and/or Services as such term is used in the Agreement and the Oracle Schedule, as applicable.

2. DESCRIPTION OF PRODUCTS AND/OR SERVICES

2.1 Authorization. Pursuant to the terms and conditions set forth in the Agreement and this Supplement, you authorize us to provide to you the Products and/or Services that are

described in this Supplement and we agree to provide you with the Products and/or Services that are described in this Supplement.

2.2 RevIQ Products and/or Services. We shall provide you with the RevIQ Products and/or Services set forth in the attached Attachment 2.2.

2.3 Our Products and/or Services. We shall provide you with Our Products and/or Services set forth in the attached Attachment 2.3. For the avoidance of doubt, Our Products and/or Services do **not** include: (a) support relating to the OPERA databases, servers, application servers and/or storage, each of which are housed at an Oracle data center and not at the Facility; or (b) services relating to data backups, which shall be the Facility's responsibility.

2.4 Oracle Schedule. In order to access, use or otherwise benefit from the Products and/or Services pursuant to this Supplement, you must enter into and maintain an Oracle Schedule with us, and any terms and conditions applicable to your ability to access, use and/or otherwise benefit from the Products and/or Services, including the Oracle Products and/or Services, that are set forth in the Agreement or the Oracle Schedule shall apply to your ability to access, use and/or otherwise benefit from the RevIQ Products and/or Services set forth in this Supplement.

2.5 Additional Services. We may perform Additional Services agreed to in writing by you and us from time to time, which may include additional fees to be agreed to by you and us.

3. REVIQ SYSTEM USE RESTRICTIONS

3.1 In addition to any restrictions set forth in the Agreement and/or the Oracle Schedule, your and your Permitted Users' access and/or use of the RevIQ Products and/or Services is also subject to the RevIQ System Use Restrictions set forth in Attachment 3.1 (the "**RevIQ System Use Restrictions**"), and you and your Permitted Users agree to comply with and be bound by such RevIQ System Use Restrictions at all times while accessing or otherwise using the RevIQ Products and/or Services. Any breach by you or your Permitted Users shall be considered a material breach of the Agreement, the Oracle Schedule and this Supplement. You further agree that our third-party vendor, IDeaS, shall be a third-party beneficiary of this Supplement and you shall be responsible to, and shall indemnify and hold harmless, both us and IDeaS for any liability or damage incurred or arising from or related to use of the RevIQ Products and/or Services by you or your Permitted Users in a manner that violates the RevIQ System Use Restrictions.

4. FEES AND PAYMENTS

4.1 Fees. You shall pay all fee amounts specified in Attachment 4.1 to this Supplement for the RevIQ Products and/or Services and Our Products and/or Services set forth in the Supplement ("**Fees**"). If your franchise or membership involves the transfer of an existing Chain Facility to us or changing affiliation of the Facility from one Wyndham Hotels &

Resort, Inc.-owned franchise or membership system to another, you will be charged a transfer fee ("**Transfer Fee**"). You will also pay for all Additional Services, as applicable.

4.2 Invoicing and Payments. Invoicing from us to you for the Products and/or Services set forth in this Supplement shall be in accordance with the Agreement. Payments from you to us for the Products and/or Services under this Supplement shall be in accordance with the Agreement.

5. NO WARRANTIES; TECHNICAL SPECIFICATIONS REQUIREMENTS

5.1 No Warranties. IN ADDITION TO ANY WARRANTY DISCLAIMERS SET FORTH IN THE AGREEMENT AND/OR THE ORACLE SCHEDULE, EXCEPT WHERE SUCH WARRANTIES OR REPRESENTATIONS ARE REQUIRED TO BE GIVEN OR MADE BY APPLICABLE LAW, (A) WE MAKE NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY ABOUT THE PRODUCTS AND/OR SERVICES, THE REVIQ PRODUCTS AND/OR SERVICES, OUR PRODUCTS AND/OR SERVICES OR ADDITIONAL SERVICES, THEIR MERCHANTABILITY, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THEIR CONFORMANCE TO THE PROVISIONS AND SPECIFICATIONS OF ANY ORDER OR DOCUMENTATION; (B) WE MAKE NO REPRESENTATION OR WARRANTY REGARDING THE VOLUME OF RESERVATIONS OR AMOUNT OF REVENUES THAT YOU MAY ATTAIN THROUGH THE USE OF THE PRODUCTS AND/OR SERVICES, THE REVIQ PRODUCTS AND/OR SERVICES, OUR PRODUCTS AND/OR SERVICES, OR ADDITIONAL SERVICES, OR THAT YOUR RESERVATIONS OR REVENUE WILL INCREASE; (C) WE MAKE NO REPRESENTATION OR WARRANTY THAT THE PRODUCTS AND/OR SERVICES, THE REVIQ PRODUCTS AND/OR SERVICES, OUR PRODUCTS AND/OR SERVICES, OR ADDITIONAL SERVICES, WILL (I) MEET YOUR OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS, (II) OPERATE WITHOUT INTERRUPTION, (III) ACHIEVE ANY INTENDED RESULT, (IV) BE ERROR FREE, OR (V) BE COMPATIBLE, WORK WITH OR CONTINUE TO WORK WITH ANY OF YOUR SYSTEMS OR COMPONENTS, AND THE PRODUCTS AND/OR SERVICES, THE REVIQ PRODUCTS AND/OR SERVICES, OUR PRODUCTS AND/OR SERVICES, OR ADDITIONAL SERVICES, ARE PROVIDED ON AN "AS IS," "WHERE IS," AND "AS AVAILABLE" BASIS; AND (D) WE MAKE NO REPRESENTATION OR WARRANTY REGARDING ANY OF THE DATA THAT YOU MAINTAIN OR THE PREVENTION OF ANY VIRUSES OR MALWARE, AND WE ARE NOT RESPONSIBLE FOR THE LOSS OF ANY DATA OR THE INTRODUCTION OF ANY VIRUSES OR MALWARE, EVEN IF SUCH LOSS OR INTRODUCTION RESULTS FROM OUR PERFORMANCE OF SERVICES HEREUNDER. YOU ARE RESPONSIBLE FOR ENSURING THAT YOUR DATA IS ADEQUATELY BACKED UP AND THAT YOU MAINTAIN CURRENT UPDATED ANTI-VIRUS/ANTI-MALWARE SOFTWARE. YOU, ON BEHALF OF YOURSELF, YOUR SUCCESSORS AND ASSIGNS, HEREBY WAIVE, RELEASE AND RENOUNCE ALL CLAIMS OR CAUSES OF ACTION THAT YOU

MAY HAVE AGAINST US, OUR AFFILIATES, OR OUR OR THEIR OFFICERS, DIRECTORS OR AGENTS, ARISING OUT OF THE PRODUCTS AND/OR SERVICES, THE REVIQ PRODUCTS AND/OR SERVICES, OUR PRODUCTS AND/OR SERVICES, OR ADDITIONAL SERVICES UNLESS DUE TO OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

5.2 Technical Specification Requirements**.** To access, use and/or otherwise benefit from the RevIQ Products and/or Services, you must meet the technical specification requirements set forth on Attachment 5.3.

6. INDEMNIFICATION

6.1 Indemnification. In addition to your indemnification obligations set forth in the Agreement and the Oracle Schedule, you shall indemnify, defend and hold harmless us, our Affiliates, successors and assigns and each of the respective directors, officers and employees associated with them against all claims of employees, agents, guests, and all other persons and entities, arising out of the Products and/or Services set forth in this Supplement (including the RevIQ Products and/or Services, Our Products and/or Services or Additional Services), including, but not limited to, your failure to comply with this Supplement (which for purposes of clarity shall be deemed to include the RevIQ System Use Restrictions). We shall not be liable to you or any other Third Party, person or entity for personal injury or property loss, including but not limited to, damage to the Facility. You are not obligated to indemnify us for our own gross negligence or intentional misconduct.

7. TERM AND TERMINATION

7.1 Term. This Supplement will be effective from the Supplement Effective Date, and unless earlier terminated in accordance with this Supplement, shall continue in full force and effect for a period of one (1) year ("**Initial Term**"). After the Initial Term, this Supplement shall automatically renew for successive one- (1-) year periods unless either Party provides not less than thirty (30) days' written notice of its desire not to renew.

7.2 Termination. You may terminate this Supplement at any time upon sixty (60) days' prior written notice to us, but you shall be responsible for any and all Fees for the RevIQ Products and/or Services for the remainder of the then-current Term. Should you terminate this Supplement during an existing Term, you shall remain obligated to us for all Fees due and owing for the remainder of the then-current Term, and such remaining Fees shall become immediately due and payable by you. Any and all Fees set forth under this Supplement are non-refundable.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed and delivered this Supplement as of the Supplement Effective Date.

*By signing this Schedule, you represent that you are authorized to enter into this Schedule on behalf of the Franchisee or Member.

We: _____	**You:** _____
By: _____	By:_____
Name:_____	Name:_____
Title: _____	Title:_____
Our address:	**Your address:**
22 Sylvan Way	_____
Parsippany, NJ 07054, USA	_____
	_____

SUPPLEMENT TO
SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT
ORACLE PRODUCTS AND/OR SERVICES

REVIQ PRODUCTS AND/OR SERVICES

ATTACHMENT 1.1

Definitions

These definitions set forth in this Attachment 1.1 are in addition to the definitions set forth in the Agreement and/or the Oracle Schedule.

"Additional Services" means services performed pursuant to this Supplement that are in addition to the RevIQ Products and/or Services and Our Products and/or Services, and may include, without limitation, services relating to data recovery, configuration, training, and debugging.

"Franchisee" means the person or entity set forth in the introductory paragraph of this Supplement, its successors and assigns, as permitted in the Franchise or Membership Agreement.

"Our Products and/or Services" means the Products and/or Services that we may provide to the Facility as described above in Section 2.3 and in the attached Attachment 2.3 to the Oracle Products and/or Services Schedule to the MITA.

"Products and/or Services" means the RevIQ Products and/or Services and Our Products and/or Services, as described in Section 2, and Attachment 2.2, and Attachment 2.3 and Attachment 2.4 to the Oracle Products and/or Services Schedule to the MITA, respectively, as well as any Additional Services.

SUPPLEMENT TO
SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT
ORACLE PRODUCTS AND/OR SERVICES

REVIQ PRODUCTS AND/OR SERVICES

ATTACHMENT 2.2

RevIQ Products and/or Services

RevIQ Standard

- RevIQ Standard is a customized revenue management system that offers, among other things, the following features and functionality:
    - A daily optimization, which generates optimal base-price decisions and hotel-level last room value ("**LRV**") for the next 365 days
    - Four (4) intra-day optimizations, which generates, optimal base-price decisions and hotel-level LRV for the next fourteen (14) days
    - A daily 365-day hotel-level occupancy forecast
    - Permitted User-configured pricing offsets for all non-base room types
    - Automated daily price decision upload for all room types to Sabre Central Reservations System ("**CRS**") and Oracle Opera Cloud after each optimization
    - Automated daily hotel-level LRV decision upload to Sabre CRS and Oracle Opera Cloud after each optimization
    - Permitted User-defined "Special Events" configuration
    - Permitted User-defined "Pricing Seasons" configuration
    - Permitted User-configured price "floors" and "ceiling" values for base price decisions by pricing season
    - Access to RevIQ Standard via both desktop and mobile devices
    - Smart alerts functionality for both desktop and mobile devices
    - Reporting capability available via desktop
    - Competitive set configuration displaying pricing from Permitted User configured hotel competitors via both desktop and mobile devices

RevIQ Premium

- RevIQ Premium adds additional functionality to RevIQ Standard and includes, among other things the following features and functionality:
    - Up to three (3) priced room classes that may be defined by a Permitted User
    - Optimized hotel overbooking

- Permitted User-configured room type overbooking

SUPPLEMENT TO
SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT
ORACLE PRODUCTS AND/OR SERVICES

REVIQ PRODUCTS AND/OR SERVICES

ATTACHMENT 2.3

Our Products and/or Services

Our Products and/or Services include the following:

- Providing initialization services in conjunction with our third-partner partners and/or providers.
- Providing first-level support for the RevIQ Products and/or Services, which shall include:
    - Maintaining tracking system for all significant incidents; and
    - Maintaining staff proficient on current RevIQ Products and/or Services functionality
- In the event our first-level support fails to resolve an incident, we shall partner and/or coordinate with third-party providers, as may be necessary.
- Instructor-led, as well as self-paced, training provided by Wyndham University on the RevIQ Products and/or Services.

SUPPLEMENT TO
SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT
ORACLE PRODUCTS AND/OR SERVICES

REVIQ PRODUCTS AND/OR SERVICES

ATTACHMENT 3.1

RevIQ System Use Restrictions

.

- In no instance may the output of the RevIQ Products and/or Services be shared with any third parties (other than Service Provider or your Permitted Users).

- Neither you nor your Permitted User may sell, rent, lease, sublicense or otherwise provide access to the RevIQ Products and/or Services to any third parties (other than providing access to Service Provider (including its Affiliates) or your Permitted Users).

- Neither you nor your Permitted User may attempt to disassemble, decompile, reverse engineer, or otherwise attempt to recreate the source code of the RevIQ Products and/or Services.

- Neither you nor your Permitted User may use the RevIQ Products and/or Services to process third party data or as a service provider on behalf of third parties.

- Except to the extent allowed by law, neither you nor your Permitted User may use the RevIQ Products and/or Services or authorize any other party or entity to use the RevIQ Products and/or Services to develop a commercial offering or product directly or indirectly competing with an offering or product from our third-party vendor, IDeaS.

SUPPLEMENT TO
SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT
ORACLE PRODUCTS AND/OR SERVICES

REVIQ PRODUCTS AND/OR SERVICES

ATTACHMENT 4.1

Fees

The following fees shall be payable by you for the RevIQ Products and/or Services and **our Products and/or Services:**

Fees	☐ **RevIQ Standard**	☐ ***RevIQ Premium**
Monthly Fee	Included in OPERA monthly fee	$28

***** RevIQ Premium Service is only available after three months of participation in RevIQ Standard service. We reserve the right to assess your Facility and its performance to determine an appropriate service level.

SUPPLEMENT TO
SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT
ORACLE PRODUCTS AND/OR SERVICES

REVIQ PRODUCTS AND/OR SERVICES

ATTACHMENT 5.3

Technical Specification Requirements

- At the time of activation of the RevIQ Products and/or Services, you must have access to the Internet.
- At the time of activation of the RevIQ Products and/or Services, you must be operating on a Sabre SynXis CR and Oracle Opera Cloud property management system.
- You must perform nightly financial audits.
- Permitted User(s) must have access to Okta Single Sign On ("**SSO**") login functionality.
- Permitted User(s) must have access to the internet via desktop computer.
- Permitted User(s) must complete specified required training for the RevIQ Products and/or Services.

Location:_____
Unit No.:_____

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT

Mobile Operating Platform

This Schedule ("**Schedule**"), effective as of _____ ("**Schedule Effective Date**"), by and between _____("**Service Provider**," "**we**," "**our**," or "**us**"), and _____ , a ___ _____ ("**you**" or "**your**") is issued pursuant to and incorporates by reference the terms and conditions of the Master Information Technology Agreement, dated as of _____ , entered into by and between us and you ("**Agreement**"). We and you shall each be referred to herein as a "**Party**" and together as the "**Parties**" to this Schedule.

1. GENERAL

1.1 Definitions. Capitalized terms used in this Schedule shall have the meanings ascribed to them in this Schedule, the attached Attachment 1.1, or the Agreement, as applicable, , which may be updated or supplemented by us from time to time. All other capitalized terms used but not defined herein shall have the meanings ascribed to them in the Franchise or Membership Agreement and are incorporated herein by reference.

1.2 Conflicts in Interpretation**.** The following order of precedence shall be followed in resolving any inconsistencies between the terms of this Agreement and the terms of any Schedules attached hereto: (a) first, the terms contained in this Schedule; and (b) second, the terms of the Agreement, provided that no order of precedence shall be applied among such Schedules.

1.3 Overview: The purpose of this Schedule is for us to provide you certain Products and/or Services in connection with a Mobile Operating Platform ("**MOP**"), which may include Employee Safety Device features ("**ESD**") and/or guest interaction texting system software ("**Guest Interaction**") (together, the MOP, ESD and the Guest Interaction shall be referred to as the "**MOP Products and/or Services**").

2. DESCRIPTION OF PRODUCTS AND/OR SERVICES

2.1 Authorization. Pursuant to the terms and conditions set forth in the Agreement and this Schedule, you authorize us to provide to you the Products and/or Services that are described in this Schedule and we agree to provide you with the Products and/or Services that are described in this Schedule.

2.2 MOP Products and/or Services. We shall provide you with the MOP Products and/or Services set forth in the attached Attachment 2.2.

2.3 Our Product and/or Services. We will provide you with Our Products and/or Services set forth in the attached Attachment 2.3. Our Services include, but are not limited to, implementation services, training services, maintenance and support services, and any Additional Services we may offer from time to time.

2.4 Additional Services. From time to time, we may provide you with Additional Services, for which we may charge you an additional fee. The additional fee, if any, for Additional Services will always be subject to your prior approval on a case-by-case basis.

3. GRANT OF RIGHTS

3.1 License. Subject to payment of all applicable Fees, we hereby grant to you the right to access, use and display the use the Products and/or Services, including the MOP Product and/or Services, during the Term solely for the Permitted Use, solely by your Permitted Users and solely in accordance with the terms and conditions set forth in the Agreement and this Schedule. Except for the limited right expressly granted by the foregoing, all rights, title and interests in and to the Products and/or Services, including the MOP Products and/or Services, are reserved to us or to any Third Party who licenses the Products and/or Services to us or to our Affiliates.

3.2 Permitted Use. You shall use the Products and/or Services, including the MOP Product and/or Services, only for the Permitted Use with respect to your business and operations as contemplated in the Franchise or Membership Agreement. You shall not load, store or otherwise use any software on or with the Products and/or Services, without our prior written consent, as the use of such software may adversely affect the operation and functionality of the Products and/or Services. If you violate this Section, the warranties set forth in the Agreement and/or this Schedule, as applicable, shall be void, and you shall be solely responsible for the cost of repair or replacement of the Products and/or Services, if any.

3.3 Your Responsibilities.

3.3.1 You shall: (a) be fully responsible for your Permitted Users' compliance with the Agreement and this Schedule, as applicable; (b) be responsible for the accuracy, quality and legality of Guest Information, to the extent collected by you or your employees, agents or representatives, and for the means by which you or your employees, agents or representatives acquire Guest Information; (c) prevent unauthorized access to or use of the Products and/or Services, and notify us promptly of any such unauthorized access or use; and (d) use the Products and/or Services only in accordance with the Agreement, this Schedule, and applicable laws and government regulations. You shall not: (i) make Products and/or Services available to anyone other than your Permitted Users; (ii) sell, resell, rent or lease the Products and/or Services; (iii) use the Products and/or Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation

of the privacy rights of any Third Party; (iv) use the Products and/or Services to store or transmit software viruses, malicious code or other harmful files; (v) interfere with or disrupt the integrity or performance of the Products and/or Services or the data of any Third Party contained therein; or (vi) attempt to gain unauthorized access to the Products and/or Services or any related networks.

3.3.2 Your access and/or use of the MOP Products and/or Services may also be subject to an End User License Agreement ("**EULA**"). You agree to comply with, and be bound by, any such EULA at all times while accessing or otherwise using the MOP Products and/or Services. Any breach by you or your Permitted User of the EULA shall be considered a material breach of the Agreement and this Schedule.

3.3.3 Our Right to Obtain Access to Other Accounts and Services. Some of the Products and/or Services may require you to give us access to or require you to provide your login information and/or password information for accounts or Products and/or Services you may have with Third Party providers. When you provide this information to us or give us access to these Third Party accounts or Products and/or Services, you agree that all contracts and written agreements governing such access, login information and passwords provide the required contractual and legal rights to give us such access, login information and passwords. We agree that all such login information and passwords provided by you to us shall be considered your as Confidential Information and be treated as such by us in accordance with the Agreement and this Schedule.

4. FEES AND PAYMENTS

4.1 Fees. You shall pay all fee amounts specified in Attachment 4.1 to this Schedule for the Products and/or Services set forth in the Schedule, including the MOP Products and/or Services ("**Fees**"). If your franchise or membership involves the transfer of an existing Chain Facility to us or changing affiliation of the Facility from one Wyndham Hotels & Resort, Inc. -owned franchise or member system to another, you will be charged a transfer fee ("**Transfer Fee**"). You will also pay for all Additional Services as applicable.

4.2 Invoicing and Payments. Invoicing from us to you for the Product and/or Services under this Schedule shall be in accordance with the Agreement. Payments from you to us for the Product and/or Services under this Schedule shall be in accordance with the Agreement.

5. DISCLAIMER; NO WARRANTIES; TECHNICAL SPECIFICATIONS REQUIREMENTS.

5.1 Disclaimer. We are not responsible for the loss of any data or for any viruses or malware infecting your systems. It is your responsibility to ensure that the Facility's data

is adequately backed up at all times and that you maintain current updated anti-virus/anti-malware software at all times. Assistance with restoring lost data or with addressing an infected system may be provided as Additional Services.

5.2 **No Warranties.** EXCEPT WHERE SUCH WARRANTIES OR REPRESENTATIONS ARE REQUIRED TO BE GIVEN OR MADE BY APPLICABLE LAW, (A) WE MAKE NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY ABOUT THE PRODUCTS AND/OR SERVICES, MOP PRODUCTS AND/OR SERVICES, CRISP SERVICES OR ADDITIONAL SERVICES, THEIR MERCHANTABILITY, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, OR THEIR CONFORMANCE TO THE PROVISIONS AND SPECIFICATIONS OF ANY ORDER OR DOCUMENTATION; (B) WE MAKE NO REPRESENTATION OR WARRANTY REGARDING THE VOLUME OF RESERVATIONS OR AMOUNT OF REVENUES THAT THE FACILITY MAY ATTAIN THROUGH THE USE OF THE CRISP SERVICES OR THAT YOUR RESERVATIONS OR REVENUE WILL INCREASE; AND (C) WE MAKE NO REPRESENTATION OR WARRANTY REGARDING ANY OF THE DATA THAT YOU MAINTAIN OR THE PREVENTION OF ANY VIRUSES OR MALWARE, AND WE ARE NOT RESPONSIBLE FOR THE LOSS OF ANY DATA OR THE INTRODUCTION OF ANY VIRUSES OR MALWARE, EVEN IF SUCH LOSS OR INTRODUCTION RESULTS FROM OUR PERFORMANCE OF SERVICES HEREUNDER. YOU ARE RESPONSIBLE FOR ENSURING THAT YOUR DATA IS ADEQUATELY BACKED UP AND THAT YOU MAINTAIN CURRENT UPDATED ANTI-VIRUS/ANTI- MALWARE SOFTWARE. YOU ACKNOWLEDGE AND AGREE THAT THE USE OF MESSAGING SERVICES FOR ELECTRONIC COMMUNICATION, SUCH AS SMS MESSAGING, EMAIL, TEXT MESSAGING OR OTHERWISE, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SUCH MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES, AS WELL AS OTHER HARDWARE AND SOFTWARE PROVIDERS. YOU FURTHER UNDERSTAND, ACKNOWLEDGE, AND AGREES THAT WE SHALL NOT BE RESPONSIBLE OR HAVE ANY LIABILITY FOR ANY SUCH DELAY, LACK OF DELIVERY, OR INCOMPLETENESS. YOU, ON BEHALF OF YOURSELF, YOUR SUCCESSORS AND ASSIGNS, HEREBY WAIVE, RELEASE AND RENOUNCE ALL CLAIMS OR CAUSES OF ACTION THAT YOU MAY HAVE AGAINST US, OUR AFFILIATES, OR OUR OR THEIR OFFICERS, DIRECTORS OR AGENTS, ARISING OUT OF THE PRODUCTS AND/OR SERVICES (INCLUDING THE MOP PRODUCTS AND/OR SERVICES) UNLESS DUE TO OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

5.3 Technical Specification Requirements. To access and use the Product and/or Services, you must meet our technical specification requirements set forth on Attachment

6. INDEMNIFICATION AND DAMAGE LIMITATION.

6.1 Indemnification. In addition to the indemnification obligations set forth in the Agreement, you shall indemnify, defend and hold harmless us, our Affiliates, successors and assigns and each of the respective directors, officers and employees associated with them against all claims of employees, agents, guests, and all other persons and entities, arising out of the Products and/or Services (including the MOP Products and/or Services), including, but not limited to, your failure to comply with this Schedule (which, for purposes of clarity, shall be deemed to include the EULA). We shall not be liable to you or any other Third Party, person or entity for personal injury or property loss, including but not limited to, damage to the Facility. You are not obligated to indemnify us for our own negligence or our intentional misconduct.

7. TERM AND TERMINATION.

7.1 Term. This Schedule will be effective from the Schedule Effective Date and shall continue in full force and effect until termination of the Franchise or Membership Agreement, unless earlier terminated in accordance with the terms and conditions of this Schedule ("**Term**").

7.2 Termination. This Schedule may only be terminated in accordance with the Agreement. Notwithstanding the foregoing, unless otherwise required as a brand standard, either you or we may terminate this Schedule or any of the Products and/or Services provided under this Schedule upon not less than thirty (30) days' written notice to each other, unless a shorter period of time may otherwise be required by law, statute or regulation.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed, or caused to be executed by their duly authorized representatives, this Schedule as of the Schedule Effective Date.

*By signing this Schedule, you represent that you are authorized to enter into this Schedule on behalf of the Franchisee or Member.

We: _____

By: _____
Name: _____
Title: _____

Our address:
22 Sylvan Way
Parsippany, NJ 07054, USA

You: _____

By: _____
Name: _____
Title: _____

Your address:
_____
_____
_____

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT

MOBILE OPERATING PLATFORM

ATTACHMENT 1.1

Definitions

"Additional Services" means services performed pursuant to this Agreement that are in addition to CRISP Services and HTCS Services, and may include, without limitation, services relating to hardware installation, hardware upgrades, data recovery, configuration, and debugging.

"Brand Information Source Portal" means an online gateway for communications and important notifications between us and you by providing access to reports, guest feedback, marketing resources, brand standards, quality assurance, training resources and online bill payment. As of the date of this Agreement, the Brand Information Source Portal is currently called MyPortal.

"Brand System" means the business format franchise or member system and method of doing business defined under the Franchise or Membership Agreement.

"Our Products and/or Services" means the Products and/or Services that we may provide to the Facility as described above in Section 2.3 and in the attached Attachment 2.3.

"PMS Vendor Management" means coordination of vendors in support of troubleshooting issues related to the Services.

"Products and/or Services" means the MOP Products and/or Services and Our Products and/or Services, as described in Section 2, Attachment 2.2 and Attachment 2.3, respectively, as well as any Additional Services.

"Reservation System" means the applicable computerized central reservation system, or any replacement thereof, that we maintain (directly or by subcontracting with an affiliate or one or more third parties) and/or use, for the purpose of allowing the placing and receiving of lodging reservations, as well as such other services as we may develop and provide in the future, upon conditions including fees which we, in our sole discretion, may place in effect under the Franchise or Membership Agreement.

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT

MOBILE OPERATING PLATFORM

ATTACHMENT 2.2

MOP PRODUCTS AND/OR SERVICES

Product	Description of Product and/or Services
MOP	MOP is a cloud-based management software system that provides a workflow solution to manage recurring and real-time tasks at a Facility, including housekeeping, front desk and maintenance teams. MOP can be accessed via a browser of a computing device, e.g., a handheld device, laptop, or desktop. MOP currently includes, among other things, the following capabilities, features, and benefits: • Streamlines and optimizes commonly executed tasks; • Provides real-time updates in both OPM and SynXis property management system; • Utilizes wireless communications to send and receive updates; • Utilizes a web-based interface that is compatible with any web-enabled device; and • Is customizable to seamlessly integrates with a SynXis property management system. *Facility will be responsible for providing all computer devices and other software needed to run MOP.
ESD	The ESD is an optional, add-on feature (for an additional fee) that allows Facility staff members, when carrying a handheld device utilizing MOP, to have access to a panic button from whatever screen they are working on. Pushing the "panic button" activates the camera and microphone on a staff member's device alerting other staff members to the last known location of the staff member who activated the "panic button" within the Facility. The ESD features are not an emergency response system and should not be relied upon in any emergency response plans or policy, but merely meant to supplement a Facility's worker notification systems. The ESD feature does not contact 911 or any other

	emergency response professionals, nor does it contact anyone outside of the MOP system, and cannot be used for such.

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT

MOBILE OPERATING PLATFORM

ATTACHMENT 2.3

OUR PRODUCTS AND/OR SERVICES

Our Products and/or Services include the following:

1. Providing installation and implementation Services for the Product and/or Services, as necessary.

2. Providing administrative and staff training and instructional services for the Products and/or Services, as necessary**.**

3. We will provide first level support for the Products and/or Services. In the event first level support fails to resolve any maintenance or support issues (e.g. Defects and DCRs) for the Products and/or Services, we will provide second level support by submitting a case with the appropriate Third Party provider of the Products and/or Services and provide follow-up.

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT

MOBILE OPERATING PLATFORM

ATTACHMENT 4.1

FEES

☐ MOP	$.60 per room per month
☐ Plus ESD	Additional $35 per month

SCHEDULE
TO
MASTER INFORMATION TECHNOLOGY AGREEMENT

MOBILE OPERATING PLATFORM

ATTACHMENT 5.3

TECHNICAL SPECIFICATIONS REQUIREMENTS

1. A property management system approved by us.

2. For MOP:

   - Any tablet or computer utilizing Chrome Browser (Version 60 and above)

3. For ESD:

   - Any Wi-Fi Compatible device (No service plan needed) utilizing Chrome Browser (Version 60 and above)
   - A generic e-mail to be used by each of your Permitted Users
   - A Wi-Fi system at the Facility

EXHIBIT C-3

HOSTED SERVICES AGREEMENT FOR HOSTED GATEWAY SERVICES

This Hosted Services Agreement for Hosted Gateway Services (this "Agreement") is entered into as of the Effective Date (indicated below) by and between the entity identified below as the Customer and Elavon, Inc. ("Elavon"). This Agreement governs the Customer's receipt and use of the services described below.

This Agreement consists of this signature page and the Terms and Conditions included in Schedule A to the Hosted Services Agreement for Hosted Gateway Services, which is accessible at the URL specified below and incorporated into this Agreement by reference. Customer shall also execute the Safe-T Suite Services Addendum at Appendix A to this Agreement in connection with the tokenization and encryption services being provided thereunder:

☒ **Schedule A - Terms and Conditions, available at https://www.elavon.com/~/media/Files/wyndham.pdf**

☒ **Appendix A – Safe-T Suite Services Addendum (separately executed)**

Hosted Gateway Services

Hosted Gateway Services: As further set forth in this Agreement, Elavon will provide Customer the services described in this paragraph (the "Hosted Gateway Services"). The Hosted Gateway Services will support Payment Device authorization data and facilitate the transmission of authorization and settlement information related to Transactions to and from various Origination Points (e.g., property management systems (PMS), point of sale systems (POS) and/or other Payment Device data capture integrations) used by Customer as mutually agreed to between Elavon and Customer. The Hosted Gateway Services shall submit Transactions received from an Origination Point in accordance with this Agreement to the Destination Point (or Payment Services Entity) designated by Customer for authorization, and will return to the Origination Point the authorization response message received from such Destination Point (or Payment Services Entity). A list of Payment Devices and Transaction types supported by the Hosted Gateway Services is available from Elavon upon request.

The Hosted Gateway Services include a browser-based user interface, the Service Web Site that provides Customer with the functionality for batch management, settlement balancing and research and reporting of Transactions. System reporting shall be available to all Authorized Users via secure password and log-on access. Customer acknowledges and agrees that the system reporting and application features and services available to Customer may vary depending on the Elavon Services used by Customer.

Term: Unless otherwise terminated as set forth in the Agreement, this Agreement will remain in effect for a period of five (5) years (the "Initial Term") from the Effective Date. Following the Initial Term, this Agreement will automatically renew for a period of successive one (1) year terms (each a "Renewal Term" and together with the Initial Term, the "Term") unless a party provides written notice to the other party of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the then current term.

Territory: For purposes of this Agreement, the "Territory" shall be defined as the United States and Canada.

THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, SCHEDULE A, IS THE COMPLETE AND ENTIRE UNDERSTANDING AND AGREEMENT OF THE PARTIES REGARDING THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PRIOR WRITTEN OR ORAL AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, ANY PURCHASE ORDER OR PROPOSAL.

[Signature on Next Page]

IN WITNESS WHEREOF, Customer has caused a duly authorized representative to execute this Agreement on behalf of Customer as of the date accepted and executed, as provided below.

_____,
(the "CUSTOMER")(DBA Name)

Address:

_____

_____

By: _____

Name: _____

Title: _____

Date:
("Effective Date")

SAFE-T SUITE SERVICES ADDENDUM TO HOSTED SERVICES AGREEMENT

THIS SAFE-T SUITE SERVICES ADDENDUM is entered into as of the Addendum Effective Date indicated below by and between Elavon, Inc. ("Elavon") and the party identified as "Customer" below. This SAFE-T Suite Services Addendum is an addendum to and supplements that certain Hosted Services Agreement (the "Agreement") entered into by and between Customer and Elavon and having an Effective Date of_____. This SAFE-T Suite Services Addendum is governed by and is part of the Agreement. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement (including Schedule A thereto).

This SAFE-T Suite Services Addendum consists of this signature page, the SAFE-T Suite Terms and Conditions and the relevant Exhibits specified below for each of the selected items, each of which is incorporated in full by this reference. The SAFE-T Suite Terms and Conditions and the Exhibits are available at https://www.elavon.com/~/media/Files/wyndham.pdf.

Fees: The following Exhibit shall apply to Customer in connection with this SAFE-T Suite Services Addendum:

☒ Exhibit A (Fees)

SAFE-T Suite Services: Customer will be receiving each of the following Services:

☒ Tokenization Services
☒ Encryption Services

Encryption Services and Simplify Software and Support: Customer will be receiving each of the following items:

☒ Encryption Terminal Software Licensed from Elavon (*For this item, Exhibit C shall apply to Customer in connection with this SAFE-T Suite Services Addendum.*)
☒ Simplify License and Support (*For this item, Exhibit F shall apply to Customer in connection with this SAFE-T Suite Services Addendum.*)

Terminal Lease or Purchase: Select whether Customer elects to lease or purchase the terminals:

☐ Lease – Customer elects to lease the terminals (*if this box is checked, Exhibit D shall apply to Customer in connection with this SAFE-T Suite Services Addendum.*)
☐ Purchase – Customer elects to purchase the terminals (*if this box is checked, Exhibit E shall apply to Customer in connection with this SAFE-T Suite Services Addendum.*)

Terminal Type and Bundle Selection: Please select the applicable option:

☐ OPTION 1: Ingenico iPP320 EMV Terminal, Simplify License and Support, Voltage Encryption, Cabling, Power Supply, Commbox, Deployment (when "Lease" is selected above, the Premium Advanced Exchange Program and Premium Repair Warranty Program are included in the bundle).
☐ OPTION 2: Ingenico ISC250 EMV Terminal, Simplify License and Support, Voltage Encryption, Cabling, Power Supply, Commbox, Deployment (when "Lease" is selected above, the Premium Advanced Exchange Program and Premium Repair Warranty Program are included in the bundle).

Number of Terminals: Please select the number of terminals (minimum of 2 terminals is required; if the number of terminals is not specified, 2 terminals will be deemed to have been selected):

☐ 2 Terminals
☐ 3 Terminals
☐ 4 Terminals
☐ More than 4 Terminals (insert number of Terminals): _____

Optional Additional Warranty Programs: This applies for the "Purchase" election only (for the "Lease" election, these items are included in the bundle).

☐ Premium Advanced Exchange Program and Premium Repair Warranty Program

THIS SAFE-T SUITE SERVICES ADDENDUM, INCLUDING THE SAFE-T SUITE TERMS AND CONDITIONS AND EXHIBITS INCORPORATED HEREIN, IS THE COMPLETE AND ENTIRE UNDERSTANDING OF THE PARTIES REGARDING THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PRIOR WRITTEN OR ORAL AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS WITH RESPECT THERETO, INCLUDING, WITHOUT LIMITATION, ANY PURCHASE ORDER OR PROPOSAL.

IN WITNESS WHEREOF, Customer has caused a duly authorized representative to execute this SAFE-T Suite Services Addendum on behalf of Customer as of the Addendum Effective Date, as provided below.

_____,
"CUSTOMER" (DBA Name)

By: _____
(Signature)

Name: _____
(Printed Name)

Title:

Date:
("Addendum Effective Date")

EXHIBIT C-4

THREE-PARTY AGREEMENT

This Three-Party Agreement (the "Agreement") is made and entered into as of _____, 20__ by and among _____ ("Lender"); _____ ("Franchisee"); and _____ ("Franchisor" or "Company"). Lender, Franchisee, and Franchisor each are referred to as a "Party" and collectively are referred to as the "Parties."

RECITALS

A. The Franchise Agreement. Franchisee and Franchisor entered into that certain franchise, license or membership agreement, dated _____, 20____ (the "Franchise Agreement"), related to a guest lodging facility located at _____, designated as Unit #_____ (the "Facility"). The Franchise Agreement and certain ancillary agreements related to the Franchise Agreement collectively are referred to as the "Primary Agreements." Pursuant to the Primary Agreements, Franchisee operates the Facility as a _____® franchised location. Capitalized terms used and not defined in this Agreement shall have the meanings given to them in the Franchise Agreement.

B. The Loan. Lender has advanced or is about to advance funds to Franchisee and desires to be granted certain rights in respect of the Franchise Agreement as part of the collateral security for its loan. Franchisee has requested that Company consent to the conveyance of a security interest in the Franchise Agreement and grant certain other rights to Lender. Company will issue its consent to the collateral assignment of the Franchise Agreement and will grant such rights subject to the terms and conditions of this Agreement and the undertakings by Lender and Franchisee set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the terms, conditions, representations, promises, covenants, and consideration set forth below, the sufficiency of which are hereby acknowledged as good, valuable, and adequate consideration, and intending to be legally bound, the Parties agree as follows:

1. **Status of Primary Agreements.**

1.1 Company and Franchisee represent that the Primary Agreements are in full force and effect and there are no uncured notices of default issued by Company or Franchisee under the Primary Agreements as of the date of this Agreement.

1.2 This Agreement is not intended to be, nor shall it be construed to create, a novation, accord and satisfaction, or compromise of the obligations of Franchisee under the Primary Agreements or any other obligation of Franchisee or any Guaranty to Company. Franchisee agrees that the terms of the Franchise Agreement shall be strictly adhered to on and after the date of this Agreement.

2. **Company Consent; No Representations or Warranties.**

2.1. Company consents to the collateral assignment of, and granting of a security interest in, the Franchise Agreement by Franchisee to Lender as partial security for Franchisee's obligations to Lender, subject to the terms and conditions of this Agreement. Unless and until Lender notifies Company in writing that it has exercised its rights to the collateral as the secured party under the collateral assignment and that it has assumed the benefits and obligations of the Primary Agreements (and without limiting Lender's obligations under Section 4 of this Agreement), Company may rely on Franchisee's authority to act on its own behalf on all matters relating

to the Primary Agreements and the franchise relationship between Company and Franchisee.

2.2. Company has not provided, and in entering into this Agreement is not providing, any representation, endorsement, or recommendation to or about any other Party; about any representation that either Lender or Franchisee may have made to the other; or otherwise pertaining to the loan.

2.3. This Agreement shall not be deemed a waiver of or consent by Franchisor or Franchisee to any defaults under the Primary Agreements arising after the date of this Agreement. Franchisee agrees that defaults arising after the date hereof under the Franchise Agreement shall not be deemed to have been waived, released, or cured by virtue of the execution of this Agreement.

3. **Franchisee Defaults.** The following provisions apply to Franchisee's defaults under the Primary Agreements and events that give the Company the right to terminate the franchise relationship:

3.1. If Company issues a notice of default to Franchisee, Company will notify Lender of such default or event by sending a copy of the default notice to Lender as and when sent to Franchisee, or by separate written notice. **Company's failure to give notice to Lender shall not affect Company's rights under the Primary Agreements with regard to Franchisee, nor shall Company be liable to Lender for any damages resulting directly or indirectly from such failure.**

3.2. Lender may undertake to cure such default on behalf of Franchisee, but is not obligated to do so. Unless Company otherwise consents in writing, Lender's time to cure the default will be the same as Franchisee's time to cure, if any, under the terms of the Primary Agreements and the default notice.

4. **Lender Possession of Facility.** The following provisions apply when and if Lender forecloses on the Facility or otherwise acquires, directly or through an affiliate, title to or possession of the Facility.

4.1. Lender automatically, and without further action, shall succeed to and assume all of the rights and obligations of Franchisee under the Primary Agreements as of the date Lender or an affiliate takes actual or constructive possession of the Facility (the "Possession Date"). Lender agrees to and shall sign and deliver to Company an assignment and assumption agreement to confirm its assumption of the Primary Agreements, or to execute and deliver such other similar agreement as may be acceptable to Company, and to pay Company an administrative fee of $7,500 promptly after the Possession Date. Failure to execute such document or documents and pay the required administrative fee within thirty (30) days following Possession Date will constitute a material breach of this Agreement and of the Franchise Agreement (entitling Franchisor to terminate the Franchise Agreement) and shall not relieve Lender of its obligations as "Franchisee" or "Member" under the Franchise Agreement, as applicable.

4.1.1. Regardless of the execution and delivery of the documents and payment referenced in Section 4.1 by Lender, as of the Possession Date the Primary Agreements (i) shall be deemed ratified and affirmed in their entirety by Lender; and (ii) shall become binding and enforceable upon Lender. As of the Possession Date, Lender will be the successor to Franchisee and will be responsible to remedy all defaults of the Franchisee under the Primary Agreements capable of being cured by Lender and to perform in the capacity of "Franchisee" or the "Member," as applicable, under the Primary Agreements in all respects.

4.2. Lender or its affiliate shall provide the Company with proof of insurance meeting the requirements under the Franchise Agreement and System Standards within five (5) business days after the Possession Date.

4.3. Company will furnish Lender with Franchisee's franchise accounts receivable aging statements on request. Lender will pay any undisputed amounts shown on such statements within fifteen (15)

days after receipt. The Parties will cooperate and work diligently to resolve any franchise account disputes.

4.4. Lender must cure any quality assurance default of Franchisee pending as of the Possession Date within sixty (60) days after the Possession Date or enter into a quality improvement agreement with the Company within thirty (30) days after the Possession Date to cure the defaults. In either case, Lender must restore, to Company's satisfaction, the quality assurance scores of the Facility to the entry level required for conversion Chain Facilities within one hundred twenty (120) days after the Possession Date. Company will furnish Lender with a copy of the latest quality assurance inspection report generated before the Possession Date at Lender's request.

4.5. Any subsequent Transfer of the Facility after the Possession Date by Lender or its affiliate shall be governed by the Transfer provisions of the Franchise Agreement.

5. **Receiver.** The following provisions apply if Lender requests, causes, or participates in the appointment of a receiver for the Facility or Franchisee (a "Receiver"). In such event, Company may exercise its right to terminate the franchise or the Primary Agreements, unless (i) Lender or Receiver remedies all defaults of Franchisee then pending under the Primary Agreements within thirty (30) days after the appointment of Receiver; (ii) Receiver operates the Facility in compliance with the Primary Agreements and pays all fees accruing under the Primary Agreements during the period of the receivership; (iii) Receiver signs and delivers to Company a temporary operator's agreement or such other similar agreement as may be acceptable to Company (the "TOA") within five (5) days after appointment of Receiver; and (iv) Receiver pays Franchisor a $7,500 administrative fee upon execution of the TOA.

6. **Lender Action, Generally.** If Lender (i) commences any judicial or non-judicial action seeking the appointment of a Receiver, or (ii) commences any judicial or non-judicial foreclosure or similar action because of any default by Franchisee under the terms of its agreements with Lender (in any case, a "Lender Action"), then Lender shall notify the Company in writing of such Lender Action. Lender will send the Company copies of any related pleadings, notices, agreements, or other documents published, sent, or filed by the Lender in a Lender Action.

7. **Insolvency of Franchisee.** In the event any bankruptcy, insolvency, receivership, or similar case is filed by or against Franchisee, then, subject to any automatic stay that may be imposed, Franchisor may exercise its rights and remedies under the Primary Agreements whether or not Lender obtains relief to foreclose upon or take possession of all or any part of the Facility.

8. **Franchisee Consent.** Franchisee consents to the provisions of this Agreement. Franchisee also consents to the transmittal of any and all information between Lender and Company from time to time about Franchisee's account with Company, the status of the Primary Agreement, the franchise relationship, and the loan or loans from Lender.

9. **No Assignment by Lender; Replacement Comfort Lender.**

9.1. Lender shall assign this Agreement to any (i) affiliate of Lender that acquires the Lender's interest in the mortgage or other loan to which this Agreement relates; and (ii) entity that acquires the Lender (or is the survivor of any merger or similar reorganization of the Lender), provided, in each case, that Lender need not assign this Agreement if it retains the right and obligation to service the loan on behalf of its successor-in-interest. Lender shall notify Company of such an assignment within fifteen (15) days following the assignment.

9.2. Company will issue a replacement three-party agreement, substantially similar in form to the three-party agreement then-disclosed in Company's franchise disclosure document, if (a) Lender (i)

appoints a third-party servicing agent to service the loan; (ii) transfers the loan to a successor mortgagee that is a financial institution in the business of routinely financing real estate transactions, or (iii) designates a trustee of a trust established in connection with the securitization of the loan; provided, in each case, that such transferee is reasonably acceptable to Company; and (b) Company receives a written request to issue a replacement three-party agreement within 30 days of the date of such appointment or transfer. Company reserves the right to charge an administrative fee for such replacement three-party agreement. Any such replacement three-party agreement shall supersede and replace this Agreement.

10. **Termination of Agreement.** This Agreement terminates automatically when (i) Company or Franchisee terminates the license or the Primary Agreements in accordance with their terms after giving Lender any notice required under this Agreement; (ii) Lender no longer has a security interest in the Facility or Lender's loan is paid in full; (iii) the term of the license under the Franchise Agreements expires; (iv) Lender assumes the Primary Agreements under the terms of this Agreement; or (v) Lender assigns its interest in the loan to a third party other than as expressly permitted by Section 9.1 of this Agreement. There is no equitable right of redemption applicable to this Agreement.

11. **Miscellaneous.**

11.1. Recitals. The statements and representations set forth in the Recitals above are fully affirmed by each Party and incorporated herein by reference with the same force and effect as if restated at length at this point.

11.2. Construction of the Agreement.

11.2.1. The Parties agree that the terms and language of this Agreement were the result of negotiations among the Parties and, as a result, there shall be no presumption that any ambiguities in this Agreement shall be resolved against any Party. Any controversy over the construction of this Agreement shall be decided without regard to events of authorship or negotiation.

11.2.2. Except as expressly stated otherwise in this Agreement, the provisions of the Franchise Agreement governing the following terms shall apply equally to this Agreement: waiver of jury trial; partial invalidity; waivers, modifications, and approvals; choice of law; venue; dispute resolution; and force majeure. For purposes of this Agreement, references to "you" in such provisions shall include Lender.

11.3. Entire Agreement. This Agreement represents all of the terms and conditions of the agreement between the Parties with respect to the subject matter described. There have been no representations, warranties, promises, inducements, or considerations of any kind given with respect to the transactions described except as expressly memorialized in this Agreement.

11.4. Headings. Headings, titles and captions preceding the sections of this Agreement are provided for convenience of reference and shall not be used to explain or to restrict the meaning, purpose or effect of any provision to which they refer

11.5. Binding Nature; Third Parties. This Agreement is binding on the Parties and the respective permitted successors, heirs, executors, and assigns of each of them. This Agreement is solely for the benefit of the Parties and is not intended to, nor does it, create any third-party beneficiary.

11.6. Counterparts. This Agreement may be executed by one or more of the Parties to this Agreement on any number of separate counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement may be executed via facsimile or electronic signature.

11.7. Legal Fees. Except set forth herein, all Parties to this Agreement shall bear their own costs and attorneys' fees related to the negotiation and execution of this Agreement. Should a Party to this Agreement initiate an action arising out of this Agreement, including but not limited to enforcing its terms, it is agreed that the prevailing party in such actions shall be entitled to reimbursement of reasonable attorneys' fees and costs from the non-prevailing party.

11.8. Notices. Unless otherwise specifically provided herein, all notices, demands, or other communications given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered (i) by facsimile transmission with confirmation original sent by first class mail, postage prepaid; (ii) by delivery service, with proof of delivery; or (iii) by first class, prepaid certified, or registered mail return receipt requested. Email addresses listed below are included for the convenience of the Parties only and not for the provision of notice under this Agreement.

To Company:

_____
22 Sylvan Way
Parsippany, New Jersey 07054
Attention: Vice President, Contract Compliance
Email Address: Suzanne.Fenimore@Wyndham.com

To Lender:

_____
Address _____
_____
Attention:_____
Fax Number:_____
Email Address:_____

To Franchisee:

_____
Address _____
_____
Attention:_____
Fax Number:_____
Email Address:_____

Each of the undersigned, intending to be legally bound hereby, has executed this Agreement as of the date first written above.

COMPANY:

_____

By:_____
Name:_____
Title:_____

LENDER:

_____

By:_____
Name:_____
Title:_____

FRANCHISEE:

_____

By:_____
Name:_____
Title:_____

REQUEST FOR THREE-PARTY AGREEMENT

TO: Vice President, Contracts Compliance

_____ ("Franchisor")

RE: Current or Proposed Brand _____

Unit No.:_____ ("Facility")

Located or to Be Located at _____
Current or Proposed Franchisee/Member Name:_____("Franchisee")

DATE: _____, 20__

The undersigned duly-authorized representative of Franchisee requests that Franchisor offer and issue a Three-Party Agreement ("TPA") in favor of the "Lender" named below for the purpose of inducing Lender to loan funds (the "Loan") to Franchisee secured by Franchisee's interest in the Facility. Franchisee understands and agrees to the following conditions that apply to the offer and issuance of the TPA. If Franchisee is not currently a party to a franchise agreement with Franchisor pertaining to the Facility, **the offer and issuance of the TPA by Franchisor will be subject to the execution of such a franchise agreement** (the franchise agreement, including all amendments and ancillary agreements, the "Franchise Agreement"); the payment of an initial fee or affiliation fee, as applicable; and Franchisor's receipt of such other documents Franchisor deems necessary to consummate the closing of the Franchise Agreement.

1. Franchisee agrees to and submits herewith a non-refundable fee in the amount of $1,000 ("TPA Fee"), which must be paid to Franchisor prior to, and in partial consideration for, Franchisor's review of the request for a TPA. The TPA Fee is non-refundable even if Franchisor and Lender do not enter into a TPA.

2. Franchisee authorizes Franchisor to release (and consents to the transmittal of) any and all information about Franchisee's account with Company, the status of the Franchise Agreement and the franchise relationship, the results of any quality assurance inspections, and guest complaints to Lender and its counsel (but Franchisor is under no obligation to do so). Franchisor may provide a copy of the Franchise Agreement to Lender, but is not required to do so, and Franchisee solely is responsible for ensuring that Lender has a full and complete copy of the Franchise Agreement if Lender requests the same. Franchisee represents and warrants to Franchisor that Franchisee has disclosed to Lender the current status of the Franchise Agreement and Franchisee's performance under the same and that Franchisee will advise Lender of any changes in that status through the time of closing of the Loan.

3. Franchisee requests that upon receipt of this request form executed by Franchisee and its guarantor or guarantors, Franchisor prepare and offer to Lender its standard form of TPA, which

will require Lender or an affiliate to assume the Franchise Agreement for the Facility and cure Franchisee's defaults if Lender or an affiliate takes possession of the Facility.

4. Franchisee acknowledges and confirms that Franchisor shall be indemnified and held harmless by Franchisee and each guarantor of Franchisee's obligations under the Franchise Agreement against any claim, liability, judgment, settlement, cause of action, and damage award in favor of Lender against Franchisor arising from or relating to Franchisee's breach of this request or the TPA; that such indemnification shall be subject to the indemnification provision of the Franchise Agreement; and that Franchisee's indemnification obligation represents partial consideration from Franchisee for Franchisor to review this request and to offer and issue the TPA. Franchisee acknowledges Franchisor is under no obligation to offer or issue the TPA, which inures to the primary benefit of Franchisee and its guarantor or guarantors.

5. Franchisee acknowledges that Franchisor has no obligation to modify its standard form of TPA and shall have no liability to Franchisee or any guarantor as result of the inability of Lender and Franchisor to reach agreement on the language of the TPA or the failure of Lender and Franchisor to execute the TPA for any other reason. Franchisee and each guarantor jointly and severally release any and all causes of action and claims against Franchisor arising from the furnishing to Lender information about the Facility, the Franchise Agreement, or Franchisee under this request or the TPA, or the denial of the Loan or refusal to close the Loan arising from the inability of the parties to agree upon and execute a mutually-acceptable TPA, or for any other reason.

6. Franchisee covenants to forward to Lender copies of all default notices from Franchisor sent to Franchisee that the Loan documents require that Lender receive.

7. If Franchisee requests certain changes to the Franchise Agreement in order for the loan to qualify for financing assistance from the U.S. Small Business Administration, Franchisor will effect such changes so long as the Agreement maintains the mutuality of obligations, rights, and powers between Franchisee and Franchisor as to any affected provision.

8. Franchisee acknowledges that the TPA shall not be effective and binding on Franchisor unless and until Franchisor receives at its home office in Parsippany, New Jersey an original TPA signed by authorized representatives of each of Franchisee and Lender. Franchisor will offer the TPA to Lender subject to such condition as to its effectiveness. Franchisee undertakes to confirm with Lender at the closing of the Loan, or at such other time as may be requested by Lender (if the Loan has closed prior to the execution of the TPA) that the TPA has been fully executed and sent to Franchisor. Franchisor may, in its sole discretion, withhold its signature and delivery of the TPA until it has received evidence satisfactory to Franchisor that the Loan has closed.

9. Upon its execution and return to Franchisor, this request shall be effective as an Addendum to the Franchise Agreement and subject to its terms and conditions, except that any limitation therein or in the Guaranty as to the extent of the liability of Franchisee or any guarantor shall not apply to the obligations set forth in Section 4 above.

Submitted by and behalf of Franchisee named below by the undersigned, who personally represents and warrants to Franchisor that Franchisee has duly authorized the signer to execute, deliver, and cause Franchisee to perform this request. This request may be signed and submitted in multiple counterparts and shall be binding on Franchisee and any guarantor if sent by fax to Franchisor.

Franchisee: _____
(Name of Franchisee)

By: _____
(Signature)

Printed Name: _____

Title: _____

Guarantors: *(please add additional signature page if needed)*

_____
(Signature)

Printed Name: _____

_____
(Signature)

Printed Name: _____

_____
(Signature)

Printed Name: _____

Lender:

Name: _____

Address: _____

_____

Attention: _____

Fax: _____

Telephone: _____

LENDER NOTIFICATION AGREEMENT

(SBA LOANS)

This Lender Notification Agreement ("Agreement") is made and entered into as of _____, 20__ by and among_____("Lender");_____("Franchisee"); and _____ ("Franchisor" or "Company"). Lender, Franchisee, and Franchisor each are referred to as a "Party" and are collectively referred to as the "Parties."

RECITALS

A. The Franchise Agreement. Franchisee and Franchisor entered into that certain franchise, license, or membership agreement dated_____, 20__ (as amended prior hereto, the "Franchise Agreement") related to a guest lodging facility located at _____ and designated as Unit #_____ (the "Facility"). Pursuant to the Franchise Agreement, Franchisee operates the Facility as a [Brand]® franchised location. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Franchise Agreement.

B. The Loan Agreements. Lender has advanced or is about to advance funds to Franchisee with the assistance of the United States Small Business Administration (the "SBA") [and a local Certified Development Company ("CDC")]. The address and contact party for Lender [, CDC,] and SBA are listed on Exhibit A.

NOW, THEREFORE, in consideration of the foregoing and the terms, conditions, representations, promises, covenants and consideration set forth below, the sufficiency of which are hereby acknowledged as good, valuable, and adequate consideration, and intending to be legally bound, the Parties agree as follows:

1. **Status of Franchise Agreement**. Company and Franchisee represent that the Franchise Agreement is in full force and effect and there are no uncured notices of default issued by the Company under the Franchise Agreement as of the date of this Agreement.

2. **Notice of Franchisee Defaults**.

2.1 If Franchisee defaults or an event occurs that gives Company the right to terminate the Franchise Agreement, Company will give Lender [, CDC,] and SBA notice of such default or event by sending via first class mail a copy of the notice sent to Franchisee, as and when sent, or by separate written notice. **Company's failure to give notice to Lender [, CDC,] or SBA shall not affect Company's rights under the Franchise Agreement with regard to Franchisee, nor shall Company be liable to Lender [, CDC,] or SBA for any damages resulting directly or indirectly from such failure.** Lender [, CDC,] and SBA may, but are not obligated to, undertake to cure such default on behalf of Franchisee within the time permitted, if any, under the default notice and the Franchise Agreement.

2.2 Unless otherwise specifically provided herein, all notices, demands, or other communications given under this Agreement shall be in writing and shall be deemed to have been duly given as of the second business day after mailing by overnight mail or by United States

certified mail, return receipt requested, addressed as follows:

COMPANY:

_____

By:_____
Name:_____
Title:_____

LENDER:

_____

By:_____
Name:_____
Title:_____

FRANCHISEE:

_____

By:_____
Name:_____
Title:_____

To SBA [and CDC]: As set forth on Exhibit A hereto.

3. **Franchisee Consent; Sharing of Information**. Franchisee consents to the provisions of this Agreement. Franchisee also consents to the transmittal of any and all information about Franchisee between or among Lender [, CDC] SBA, and Company from time to time. Company will provide to Lender [, CDC,] and/or SBA copies of its records relating to Franchisee's outstanding accounts receivable to Company and quality assurance inspections no more frequently than once every 90 days, upon receipt of a written request from Franchisee, Lender [, CDC,] or SBA.

4. **Transfer of Franchise Agreement.** While this Agreement is in effect, Company will not unreasonably withhold, delay, or condition its consent to any proposed Transfer (as defined in the Franchise Agreement) requiring Company's consent under Section 9 of the Franchise Agreement.

5. **Termination of Franchise Agreement Without Cause**. While this Agreement is in effect, neither Company nor Franchisee will exercise any right to terminate the Franchise Agreement without cause, including any rights added by special stipulation, without first obtaining the consent of SBA [and CDC].

6. **Termination of Agreement**. This Agreement automatically terminates on the earliest to occur of the following: a Termination occurs under the Franchise Agreement; (ii) the Loan is paid in full; and (iii) SBA [and CDC] no longer has [have] any interest in the Loan.

Each of the undersigned, intending to be legally bound hereby, has executed this Agreement as of the date first written above.

COMPANY:

By:_____
Name:_____
Title:_____

LENDER:

By:_____
Name:_____
Title:_____

FRANCHISEE:

By:_____
Name:_____
Title:_____

EXHIBIT A

Address and contact for SBA:

_____
_____
_____
_____

Address and contact for CDC:

_____
_____
_____
_____

REQUEST FOR LENDER NOTIFICATION AGREEMENT
(SBA FINANCING)

TO: Vice President, Contracts Compliance

_____ ("Franchisor")

RE: Current or Proposed Brand _____

Unit No._____ (the "Facility")

Located or to Be Located at _____

Current or Proposed Franchisee Name:_____("Franchisee")

DATE: _____, 20 __

The undersigned duly-authorized representative of the Franchisee requests that Franchisor offer and issue a Lender Notification Agreement ("LNA") in favor of the "Lender" named below, the Certified Development Company ("CDC") (if any) identified below, and the United States Small Business Administration ("SBA") for the purpose of inducing Lender to loan funds (the "Loan") to Franchisee secured by Franchisee's interest in the Facility, under SBA's 7(a) or 504 loan programs. Lender, SBA, and, if applicable, CDC are referred to as the "Lender Group." Franchisee understands and agrees to the following conditions that apply to the offer and issuance of the LNA:

1. Franchisee authorizes Franchisor to release (and consents to the transmittal of) any and all information about Franchisee's account with Company, the status of the Franchise Agreement and the franchise relationship, the results of any quality assurance inspections, and guest complaints to Lender Group and its members' counsel (but Franchisor is under no obligation to do so). Franchisor may provide a copy of the Franchise Agreement to Lender Group, but is not required to do so, and Franchisee solely is responsible for ensuring that Lender has a full and complete copy of the Franchise Agreement if Lender Group requests the same. Franchisee represents and warrants to Franchisor that Franchisee has disclosed to Lender Group the current status of the Franchise Agreement and Franchisee's performance under the same, and that Franchisee will advise Lender Group of any changes in that status through the time of closing of the Loan.

2. Franchisee requests that upon receipt of this request form executed by Franchisee and its guarantor or guarantors, Franchisor prepare and offer to Lender Group its standard form of LNA, which will offer Lender the opportunity to cure Franchisee's defaults under the Franchise Agreement.

3. Franchisee acknowledges and confirms that Franchisor shall be indemnified and held harmless by Franchisee and each guarantor of Franchisee's obligations under the Franchise Agreement against any claim, liability, judgment, settlement, cause of action, and damage award

in favor of any member of Lender Group against Franchisor arising from or relating to Franchisee's breach of this request or the LNA; that such indemnification shall be subject to the indemnification provision of the Franchise Agreement; and that Franchisee's indemnification obligation represents partial consideration from Franchisee to Franchisor to review this request and to offer and issue the LNA. Franchisee acknowledges Franchisor is under no obligation to offer or issue the LNA, which inures to the primary benefit of Franchisee and its guarantor or guarantors.

4. Franchisee acknowledges that Franchisor has no obligation to modify its standard form of LNA and shall have no liability to Franchisee or any guarantor as result of the inability of Lender Group and Franchisor to reach agreement on the language of the LNA or the failure of Lender Group and Franchisor to execute the LNA for any other reason. Franchisee and each guarantor jointly and severally release any and all causes of action and claims against Franchisor arising from the furnishing to Lender Group information about the Facility, the Franchise Agreement or Franchisee under this request or the LNA, or the denial of the Loan or refusal to close the Loan arising from the inability of the parties to agree upon and execute a mutually-acceptable LNA, or for any other reason.

5. Franchisee covenants to forward to any member or members of Lender Group copies of all default notices from Franchisor sent to Franchisee that the Loan documents require that such member of Lender Group receive.

6. Franchisee acknowledges that the LNA shall not be effective and binding on Franchisor unless and until Franchisor receives at its home office in Parsippany, New Jersey an original LNA signed by authorized representatives of the Franchisee and of each member of Lender Group. Franchisor will offer the LNA to Lender Group subject to such condition as to effectiveness. Franchisee undertakes to confirm with Lender at the closing of the Loan, or at such other time as may be requested by Lender (if the Loan has closed prior to the execution of the LNA) that the LNA has been fully executed and sent to Franchisor. Franchisor may, in its sole discretion, withhold its signature and delivery of the LNA until it has received evidence satisfactory to Franchisor that the Loan has closed.

7. Upon its execution and return to Franchisor, this request shall be effective as an Addendum to the Franchise Agreement and subject to its terms and conditions, except that any limitation therein or in the Guaranty as to the extent of the liability of Franchisee or any guarantor shall not apply to the obligations set forth in Section 3 above.

[Remainder of Page Intentionally Left Blank]

Submitted by and behalf of Franchisee named below by the undersigned, who personally represents and warrants to Franchisor that Franchisee has duly authorized the signer to execute, deliver, and cause Franchisee to perform this request. This request may be signed and submitted in multiple counterparts and shall be binding on Franchisee and any guarantor if sent by fax to Franchisor.

Franchisee: _____

By: _____
(Signature)

Printed Name: _____
Title: _____

Guarantors: *(please add additional signature page if needed)*

_____
(Signature)
Printed Name: _____

_____
(Signature)
Printed Name: _____

_____
(Signature)
Printed Name: _____

Lender:
Name: _____
Address: _____
_____
Attention: _____
Fax: _____
Telephone: _____

CDC: _____
Name: _____
Address: _____
_____
Attention: _____
Fax: _____
Telephone: _____

[Continues on Following Page]

SBA Regional Office:_____

Name: _____

Address: _____

_____

Attention: _____

Fax: _____

Telephone: _____

EXHIBIT C-5

Location:_____
Unit No:_____

TERMINATION AND RELEASE AGREEMENT

This TERMINATION AND RELEASE AGREEMENT (this "Agreement") is dated as of _____ , ("Effective Date") between or among _____, a _____ ("we" or "us"), _____, a _____ ("you" and "your"), and _____, and _____ (jointly, the "Guarantors").

RECITALS

WHEREAS, this Agreement relates to that certain franchise agreement, dated _____, between us and you, and all ancillary documents and addenda thereto (collectively, the "Franchise Agreement") granting you a _____® System License (the "License") to operate a ___-room _____ guest lodging facility located at_____and designated as Unit No._____ (the "Facility"). The Franchise Agreement is incorporated by reference into this Agreement; and

WHEREAS, you have requested the early termination of the Franchise Agreement for the Facility and we acknowledge your request. The parties desire to terminate the License and the Franchise Agreement according to this Agreement.

AGREEMENT

NOW, THEREFORE, it is hereby stipulated and agreed by and between the undersigned parties upon the foregoing premises and in consideration of the promises, mutual covenants, and agreements set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, as follows:

1. Termination Date. The Franchise Agreement shall terminate on _____, 20___ (the "Termination Date"). You acknowledge that on the Termination Date your License to operate the Facility under the _____ System and Marks will terminate, and you no longer will be authorized to display, use, or exploit the _____ Marks. Until the Termination Date, you must continue to perform all your obligations under the Franchise Agreement, including payment of all Recurring Fees, commissions, charges and other fees, and maintenance of quality and operational standards as required by the System. Notwithstanding this Agreement, you may still be subject to default and/or termination for any breaches of the Franchise Agreement occurring prior to the Termination Date. On and after the Termination Date, we will have no further obligation to provide any services to you under the Franchise Agreement or any other agreement. We have no obligation to provide reservation services for any guest stay that includes any night on or after the Termination Date. Access to our brand portal on the Internet will be terminated as of the Termination Date.

2. Reports; Payment of Fees and Liquidated Damages.

(a) You will submit to us all monthly franchise reports required under the Franchise Agreement for Gross Room Revenues accruing through the Termination Date no later than ten days after the Termination Date.

(b) (i) You and the Guarantors will pay to us all outstanding Recurring Fees, commissions, charges, and other fees accruing under the Franchise Agreement through the Effective Date. We estimate that the accrued unpaid Recurring Fees and other amounts due under the Franchise Agreement are $_____ as of _____, 20__. You and the Guarantors will pay us this amount via wire transfer or electronic funds transfer when you sign and return this Agreement to us. (ii) You and the Guarantors will pay us any additional Recurring Fees, commissions, charges, and other fees accruing under the Franchise Agreement through the Termination Date no later than ten days after the Termination Date. (iii) You and the Guarantors will pay any invoices we send to you after the Termination Date for additional amounts due under the Franchise Agreement and any other agreement with us within ten days after receipt.

(c) You and the Guarantors acknowledge the obligation to pay Liquidated Damages to us in the amount of $_____, as a result of the early termination of the Franchise Agreement. You and the Guarantors will execute and deliver to us the promissory note (the "Note") in the amount of $_____, attached to this Agreement, contemporaneously with the execution and delivery of this Agreement. The Note will be due and payable pursuant to its terms. ***OR***

(c) You and the Guarantors acknowledge the obligation to pay Liquidated Damages to us in the amount of $_____, as a result of the early termination of the Franchise Agreement. You and the Guarantors will pay this amount to us via wire or electronic funds transfer when you sign and return this Agreement to us, but no later than the Termination Date.

3. De-identification.

(a) You acknowledge that the Franchise Agreement requires you to perform certain post-termination obligations. In addition to any such obligations specified in the Franchise Agreement, no later than ten days after the Termination Date, you will (i) remove all signage and other items bearing the _____ trade name, trademarks and service marks ("Marks"); (ii) perform all post-termination obligations specified in the System Standards Manual; (iii) change all signs, billboards, and listings in telephone directories, travel guides, hotel indices and similar materials in which the Facility is identified as a _____ brand facility; (iv) remove the Marks from and otherwise change all e-mail addresses and social media identities that include the Marks and words that are deceptively similar to the Marks; and (v) remove the Marks from any advertising or promotional activities on, around or directed towards the Facility, including any web sites, web pages, metatags or search engines. You will cooperate fully with us regarding any post-termination inspections by us to verify that the Facility has been properly de-identified.

(b) You acknowledge that any unauthorized use of the Marks, or any marks confusingly similar to the Marks, shall cause irreparable harm for which there is no adequate remedy at law, entitling us to injunctive and other relief. Such relief shall include, but is not limited

to, entering the Facility without prior notice to remove software for accessing the Reservation System, all copies of the System Standards manuals, and all of our other personal property, and painting over or removing and purchasing for $10.00, all or part of any interior or exterior Mark-bearing signage (or signage face plates), including billboards, whether or not located at the Facility that you have not removed or obliterated. You shall promptly pay or reimburse us for the cost of removing such items, net of the $10.00 purchase price.

(c) Effective on the Termination Date, all software licenses granted to you by us will terminate. You will then cease to use any property management system software we provided to you, and we and our affiliates will have no further obligation to provide any hardware or software maintenance services to you. You have no further right to obtain any information about guests of the Facility that we maintain in our enterprise data warehouse.

4. Guaranty. Each undersigned Guarantor affirms that his, her, or its obligations under the Guaranty to guarantee your payment and performance under the Franchise Agreement shall extend to your obligations to pay and perform under this Agreement.

5. Audit Rights. Notwithstanding the Termination Date, we retain the right to perform audits of the Facility's books and records for a period of two years after the Termination Date. You acknowledge that your audit and record keeping obligations under the Franchise Agreement survive until the expiration of the two-year period. You agree promptly to pay or contest in good faith any audit assessment we issue if we determine that any additional Recurring Fees or other amounts may be due to us as a result of the audit. Your obligations under this Section terminate at the end of the two-year audit period.

6. Representations and Warranties. You and each Guarantor represent and warrant to us that: (a) you have reported the Gross Room Revenues of the Facility accurately and correctly calculated the fees due during the Term of the Franchise Agreement; (b) after the Termination Date, neither your nor any Guarantor will retain possession of any Confidential Materials we provided to you; (c) you, each Guarantor, and your respective agents have not disclosed or made unauthorized copies of any Confidential Materials in violation of the Franchise Agreement; (d) no consent of any third party is required to enter into or perform this Agreement; (e) neither your nor any Guarantor has filed a lawsuit or arbitration demand against us, our direct and indirect parent companies or affiliates; (f) neither you nor any Guarantor is the subject of any pending bankruptcy, receivership, composition, assignment, or similar proceeding; (g) you have obtained the necessary authorization to execute and perform this Agreement; and (h) the persons negotiating and executing this Agreement on your behalf have been duly authorized by your owners and your governance board to do so.

7. General Release.

(a) By entering into this Agreement, you and each Guarantor, for each of yourselves and your respective members, partners, officers, directors, employees, agents, shareholders, representatives, parent companies, subsidiaries, and affiliates, and their successors, heirs, and assigns, hereby release and waive any claims and causes of action against us, our officers, directors, employees, agents, shareholders, representatives, parent companies, subsidiaries, and affiliates, and the successors and assigns of each of them, arising out of the offer, sale, execution, delivery,

performance, administration, and termination of the License, the Franchise Agreement and the related agreements regarding the Facility. This release applies only to those claims that were or could have been asserted relating to the Facility and the relationship between you and us and does not apply to any claims that may exist or which may arise in the future regarding any other guest lodging facility.

(b) Subject to Section 8 below, and your and each Guarantor's complete performance of the obligations under this Agreement, the Franchise Agreement and any other Facility-related agreements with us or our affiliates, we, for ourself and our successors and assigns, hereby release and waive any claims and causes of action against you and each Guarantor arising out of the offer, sale, execution, delivery, performance, and termination of the License, the Franchise Agreement and the related agreements regarding the Facility. This release applies only to those claims that were or could have been asserted relating to the Facility and the relationship between you and us and does not apply to any claims that may exist or which may arise in the future regarding any other guest lodging facility. If, at any time, the monies paid to us in consideration for our release are set aside as a preference under 11 U.S.C. §§ 547 and/or 544, or are otherwise ordered to be disgorged from us in connection with legal proceedings that involve you and/or any Guarantor, our release provided herein shall be deemed null and void.

(c) [For Releases subject to the Washington Franchise Investment Protection Act, add: This Release does not apply to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and any rule or order adopted thereunder, except if this Release is entered into in connection with a negotiated settlement of a bona fide dispute in which the person giving the release or waiver is represented by independent legal counsel.]

8. Survival. Despite the mutual releases provided in Section 7, the parties agree that the following survive after the Termination Date: (a) the indemnification obligations specified in the Franchise Agreement continue in full force for any transactions, occurrences, and events occurring during the Term specified in the Franchise Agreement and for any transactions, occurrences, and events occurring during the period the Facility was operated by you or on your behalf using the Marks; (b) the benefits of all insurance policies you obtained for the Facility accrue to us for transactions, occurrences and events occurring during the period in which the Franchise Agreement was in effect or for any transactions, occurrences and events occurring during the period the Facility was operated using the Marks; (c) the confidentiality obligations specified in this Agreement and the Franchise Agreement; and (d) the audit and record keeping provisions in the Franchise Agreement and Section 5 of this Agreement, for the time periods such provisions specify. The Franchise Agreement shall remain in effect solely as to such provisions until the expiration of the applicable statutes of limitation as to claims and actions that could be asserted by third parties.

9. Confidentiality. Each party hereto and its respective counsel agree that they will not disclose any of the terms of this Agreement or any amounts to be paid to us pursuant to this Agreement. The parties and their respective counsel, however, are not precluded from disclosing the terms of the Agreement to their attorneys, accountants, tax preparers, paid financial advisors and/or any governmental, regulatory or judicial authority that might compel the disclosure of this Agreement, or otherwise to the extent required by law or demanded by any governmental or regulatory entity. Notwithstanding the foregoing, if any of the parties is served with a subpoena or

other governmental or judicial process seeking to compel the disclosure of this Agreement, it shall be the responsibility of the party that receives the subpoena or other governmental or judicial process to notify all other parties to this Agreement within 72 hours of receipt, thus affording the other parties to this Agreement an opportunity to move to quash the subpoena and/or oppose the entry of any order seeking to compel the disclosure of this Agreement. Additionally, in the event it becomes necessary to file this Agreement with a Court in any future enforcement action between or among the parties, the parties hereby agree to apply jointly for leave to file this Agreement under seal.

10. Consultation with Counsel. You and each Guarantor acknowledge that each of you have consulted with, or had the opportunity to consult with, legal counsel of your and their own selection about this Agreement. You and each Guarantor each understand how this Agreement will affect your legal rights and voluntarily enter into this Agreement with such knowledge and understanding.

11. Attorneys' Fees. The parties agree that the non-prevailing party will pay all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party to enforce this Agreement or collect amounts owed under this Agreement.

12. Consent to Jurisdiction. This Agreement will be governed by and interpreted under New Jersey law. The parties hereby consent and waive all objections to the non-exclusive personal jurisdiction of, and venue in, the United States District Court of New Jersey and the state courts situated in Morris County, New Jersey for the purposes of all cases and controversies involving this Agreement and its enforcement.

13. Capitalized Terms. Capitalized terms not otherwise defined in this Agreement shall have the meaning assigned to that term in the Franchise Agreement, including its addenda and amendments.

14. Execution in Counterparts. To facilitate execution of this Agreement by geographically separated parties, this Agreement and all other agreements and documents to be executed in connection herewith may be executed in as many counterparts as may be required; and it shall not be necessary that the signatures on behalf of each party appear on each counterpart; but it shall be sufficient that the signature on behalf of each party appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a number of counterparts containing the respective signatures on behalf of all the parties hereto. All facsimile executions shall be treated as originals for all purposes.

15. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties respecting the settlement relating to the Facility. Notwithstandng the foregoing, any of your or the Guarantor's post-termination obligations set forth in the Franchise Agreement and not modified by this Agreement shall remain as stated in the Franchise Agreement. This Agreement may not be changed or modified, except by a writing signed by the parties hereto.

(Signatures follow on next page)

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

FRANCHISOR:

_____

By:_____
Name:_____
Title:_____

FRANCHISEE:

_____

By:_____
Name:_____
Title:_____

GUARANTOR OR GUARANTORS:

_____
Name:_____

_____
Name:_____

OR (if Guarantor is an entity)

_____

By:_____
Name:_____
Title:_____

EXHIBIT C-6

Location: _____
Unit No.: _____

Signature Reservation Services Agreement

This SIGNATURE RESERVATION SERVICES AGREEMENT ("Agreement") is made as of _____, 20__("Effective Date") by and between Wyndham Hotel Group, LLC, with offices located at 22 Sylvan Way, Parsippany, New Jersey 07054 ("we", "us" or "our") and _____ with principal offices located at _____("you" or "your") regarding the _____® guest lodging facility located at _____ ("Facility").

Recitals. We, through a third-party vendor and as part of our Signature Reservation Service, have developed a call transfer and omni-channel service (the "Service") under which prospective guests inquiring about reservations at the Facility or other hotels operated under a Wyndham Hotels & Resorts brand enrolled in the Service ("SRS Facilities") may have their calls or digital chat inquiries handled by our reservation agents or digital agents ("Agents") who will book reservations and respond to reservation-related inquiries on your behalf. The Service is described in more detail in Schedule A to this Agreement.

You agree to participate, in the Service at all times during the term of this Agreement in accordance with the following:

1. Fees. Beginning on the "Billing Commencement Date", we will charge you a "SRS Fee" as reflected on Schedule A. The Billing Commencement Date is the date that our Agents book the first room reservation at your Facility. We will invoice you monthly for the SRS Fees which shall be payable on the same terms as Recurring Fees under your franchise or membership agreement with us or our affiliate. We may, in our discretion, increase the SRS Fee to cover our costs provided such fees are increased for all similarly situated SRS Facilities. We shall notify you no less than thirty (30) days prior to any such increase taking effect.

2. Term. This Agreement will begin when we countersign this Agreement after you sign it and will continue until the expiration or termination of your franchise or membership agreement with us or our affiliate. In addition, we shall have the right to terminate this Agreement at any time without cause upon thirty (30) days' written notice.

3. Change to Services. We reserve the right to amend, cancel, or replace the Service as business circumstances warrant, in our sole discretion, upon 30 (thirty) days' written notice. In the event that we cancel the Service in which you are then currently participating, then we may, at our option, replace the Service with an alternative Service or require you to participate in another Service then currently offered under this Agreement.

4. Dispute Resolution. Any disputes arising under this Agreement will be resolved in accordance with the dispute resolution procedures under your franchise or membership

agreement with us or our affiliate, including but not limited to, the provisions concerning waiver of jury trial, consent to venue and personal jurisdiction, and choice of law.

5. No Warranty. WE MAKE NO REPRESENTION OR WARRANTY REGARDING THE VOLUME OF RESERVATIONS OR AMOUNT OF REVENUES THAT THE FACILITY WILL ATTAIN AS A RESULT OF THE SERVICE OR THAT YOUR RESERVATIONS OR REVENUE WILL INCREASE. WE MAKE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SERVICE. YOU, ON BEHALF OF YOURSELF, YOUR SUCCESSORS AND ASSIGNS, HEREBY WAIVE, RELEASE AND RENOUNCE ALL CLAIMS OR CAUSES OF ACTION THAT YOU MAY HAVE AGAINST US, OUR AFFILIATES, OR OUR OR THEIR OFFICERS, DIRECTORS OR AGENTS, ARISING OUT OF THE SERVICES, UNLESS DUE TO OUR WILFULL MISCONDUCT.

6. Limitation on Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST REVENUE (COLLECTIVELY REFERRED TO AS "INDIRECT DAMAGES") ARISING FROM, RELATING TO, OR IN CONNECTION WITH THE SERVICE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES. IN ADDITION, EACH PARTY'S DIRECT DAMAGES (AND ANY INDIRECT DAMAGES TO THE EXTENT THAT A COURT OF COMPETENT JURISDICTION OR OTHER AUTHORITY DOES NOT RECOGNIZE OR ENFORCE THE ABOVE WAIVER) SHALL BE LIMITED TO THE TOTAL FEES PAID BY YOU TO US DURING THE THEN CURRENT TERM.

7. Force Majeure. In no event shall either party be liable for any failure or delay in performance (except for the obligation to remit fees) due to causes or circumstances beyond its reasonable control and without its fault or negligence (including, but not limited to, Acts of God, acts of the public enemy, war or terrorism, acts of the United States of America, or any state, territory or political division of the United States of America, or of the District of Columbia, fires, floods, or other natural disaster, strikes or any other labor disputes, communication line failures, and/or freight embargoes).

8. Miscellaneous. The parties agree that this Agreement contains the entire agreement between the parties relating to the Service, superseding and terminating any prior representation, warranty or agreement, whether oral or in writing. Nothing in this or any other related agreement, however, is intended to disclaim any representations we made in the Franchise Disclosure Document that we or our affiliate furnished to you. No modification, amendment or waiver of this Agreement will be binding upon either party unless the same has been made in writing and executed by both parties. You agree that we may assign this Agreement or any of our rights and obligations hereunder without your consent. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Notwithstanding the above, you may not assign this Agreement or any of your rights or

obligations hereunder without our express written consent. All facsimile executions shall be treated as originals for all purposes.

ONLY AN AUTHORIZED REPRESENTATIVE OF THE FACILITY SHOULD SIGN THIS AGREEMENT. BY SIGNING THIS FORM, you represent that you agree to the above terms and that you are authorized to bind the Facility.

WE:	YOU:
Wyndham Hotel Group, LLC	_____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

Execution Date:_____

Schedule A
Signature Reservation Service

1. Our Responsibilities. We will:

(a) Hire and train Agents at our Central Reservation Center or utilize omni-channel digital agents to handle reservation-related calls or digital chat inquiries on behalf of your Facility, including responding to questions about your Facility and attempting to book reservations at your Facility. The goal is for the transfer to our Central Reservation Center or to digital agents to appear seamless to the customer and that our Agents appear as an extension of your hotel staff. Our Agents may attempt to make reservations for your Facility regardless of whether a customer's initial inquiry relates to your Facility or another SRS Facility.

(b) Through our third-party vendor, provide a new, dedicated, SMS-enabled telephone number and/or digital chat links for your Facility to appear on search engines and other digital platforms which will connect to an Interactive Voice Response or digital agent. Callers to this telephone number will be able to select a number for reservation inquiries. All reservation inquiry calls and messages will be directed to our Central Reservation Center. We will own the telephone number and chat links and you must cease all use of them when your participation in the Service ends. You may not use the telephone number or chat links in any advertising or marketing materials or on any websites without our prior written approval.

2. Your Responsibilities. You will be responsible for working with our team to verify that your Facility information, including Facility description, address, amenities, inventory, and all other content is updated and accurate in our Central Reservation System at all times.

3. Fees. The Call Transfer Fee is 3.5% of the Gross Room Revenue ("GRR") for each reservation booked by us.

EXHIBIT C-7

Location: _____
Unit No:_____

HOTEL REVENUE MANAGEMENT AGREEMENT

This HOTEL REVENUE MANAGEMENT AGREEMENT ("Agreement") is made as of _____, 20___ ("Commencement Date") by and between Wyndham Hotel Group, LLC, with offices located at 22 Sylvan Way, Parsippany, New Jersey 07054 ("we", "our", or "us") and _____ with principal offices located at _____ ("you") regarding the _____ ® guest lodging facility located at _____ ("Facility").

Recitals. We have developed a supplementary revenue management consulting service as described in Exhibit A, (the "Service") in addition to the primary services we provide to franchisees or members under their franchise or membership agreements. By signing below, you acknowledge your participation in Revenue Management Services at the rates set forth and in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the terms and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, you and we agree as follows:

1. **Provision of Services.** We will provide the Service in accordance with the Revenue Management Policies and Best Practices ("RM Policies") set forth in System Standards. You will establish the reference room rate for the Facility upon which all other rates are based ("Rate of the Day") and retain ultimate control over all revenue management decisions. Subject to the foregoing, by entering into this Agreement, you explicitly (i) agree to abide by the RM Policies, (ii) authorize us to access your room rates, inventory and other Facility information in our Reservation System, your Facility's property management system, your Facility's food and beverage system (if applicable), and any extranet you have with an on-line travel agency or similar distribution company, and (iii) authorize us to make adjustments to the Facility's rates, inventory and restrictions in order to comply with the RM Policies without advance notice to you. We will not, however, change the Rate of the Day without authorization from you. In addition, you may modify or reverse any change we make by notifying us, providing it is consistent with the RM Policies.

2. **Facility Representative.** You shall designate at the end of this Agreement a primary Facility representative who shall have the authority to make revenue management decisions for the Facility and a secondary representative who shall exercise such authority in the absence of the primary representative. We may communicate with these representatives by telephone, e-mail or in another manner, and may rely on any communication which we believe, in good faith, is from them. You may change your designation at any time by notifying us in accordance with Section 11(E) below. Upon our request, the Facility representative shall provide, feedback concerning the performance, operation and general acceptability of the Service, as well as recommendations for improvement.

3. **Fee.** You shall pay to us the Fees set forth in Exhibit A, which shall be paid within fifteen (15) days of the receipt of each invoice. We may increase the Fees at any time by providing you at least thirty (30) days prior written notice, provided that in no event shall the increase in Fees over a one-year period exceed five percent (5%) of the Fees in effect at the beginning of the period.

4. **Term.** The "Term" of this Agreement shall begin on the Commencement Date and shall continue until (i) the expiration or termination of the Franchise or Membership Agreement when this Agreement will automatically terminate, (ii) you have met the criteria we establish in System Standards to satisfy the requirement to participate in Service through alternative means, or (iii) if we terminate this Agreement in accordance with Section 5 below.

5. **Suspension or Termination.** If you breach this Agreement (including but not limited to failing to abide by the RM Policies) and fail to correct such breach within thirty (30) days (or ten (10) days in the event of any failure to pay amounts owed under this Agreement when due) of being notified thereof in writing, we may terminate or suspend performance under this Agreement, effective upon written notice to you. In addition, we may terminate this Agreement without cause by providing at least sixty (60) days prior written notice of termination to you. Conclusion of service will be at the end of the second full calendar month following the month of receipt of any termination notice.

6. **Dispute Resolution.** Any disputes occurring under this Agreement shall be resolved in accordance with the dispute resolution procedures under the Franchise or Membership Agreement, including but not limited to, the provisions concerning waiver of jury trial, consent to venue and personal jurisdiction, and choice of law.

7. **Confidentiality.** Any know-how, algorithms, formulae, data, recommendations, documentation, software, or other materials or information that we furnish to you in connection with the Services shall be deemed "Confidential Information" as defined in the Franchise or Membership Agreement and shall be subject to all prohibitions on disclosure, copying or use of the Confidential Information under the Franchise or Membership Agreement. We shall have all rights under the Franchise or Membership Agreement if you breach these confidentiality obligations.

8. **No Warranty. WE MAKE NO REPRESENTION OR WARRANTY REGARDING THE VOLUME OF RESERVATIONS OR AMOUNT OF REVENUES THAT THE FACILITY WILL ATTAIN AS A RESULT OF THE SERVICE OR THAT YOUR RESERVATIONS OR REVENUE WILL INCREASE. WE MAKE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SERVICE. YOU, ON BEHALF OF YOURSELF, YOUR SUCCESSORS AND ASSIGNS, HEREBY WAIVE, RELEASE AND RENOUNCE ALL CLAIMS OR CAUSES OF ACTION THAT YOU MAY HAVE AGAINST US, OUR AFFILIATES, OR OUR OR THEIR OFFICERS, DIRECTORS OR AGENTS, ARISING OUT OF THE SERVICES, UNLESS DUE TO OUR WILFULL MISCONDUCT.**

9. **Limitation on Liability. NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST REVENUE (COLLECTIVELY REFERRED TO AS "INDIRECT DAMAGES") ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING ALL EXHIBITS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES. IN ADDITION, EACH PARTY'S DIRECT DAMAGES (AND ANY INDIRECT DAMAGES TO THE EXTENT THAT A COURT OF COMPETENT JURISDICTION OR OTHER**

AUTHORITY DOES NOT RECOGNIZE OR ENFORCE THE WAIVER FROM LIABILITY SET FORTH IN THE FIRST SENTENCE OF THIS SECTION) SHALL BE LIMITED TO THE TOTAL FEES PAID BY YOU TO US DURING THE THEN CURRENT TERM OF THE AGREEMENT. THE ABOVE LIMITATIONS ON LIABILITY APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE. NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY FOR THE CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES THAT MAY BE THE RESULT OF ADMINISTRATIVE ERRORS PROVIDED THAT NO MALICE OR NEGLIGENCE WAS INTENDED.

10. **Force Majeure.** In no event shall either party be liable for any failure or delay in performance (except for the obligation to remit fees) due to causes or circumstances beyond its reasonable control and without its fault or negligence (including, but not limited to, Acts of God, acts of the public enemy, war or terrorism, acts of the United States of America, or any state, territory or political division of the United States of America, or of the District of Columbia, fires, floods, or other natural disaster, strikes or any other labor disputes, communication line failures, and/or freight embargoes). The party claiming such a failure or delay must promptly notify the other party of such failure or delay. In the event that any such failure or delay continues for more than thirty (30) days, then either party upon notice to the other may terminate this Agreement without any further liability to the other party.

11. **Miscellaneous**

A. **Entire Agreement.** The parties agree that this Agreement contains the entire agreement between the parties relating to the Services, superseding and terminating any prior representation, warranty or agreement, whether oral or in writing. No modification or amendment of this Agreement shall be binding upon either party unless the same has been made in writing and executed by both parties. Notwithstanding the foregoing, no provision in this or any related agreement is intended to disclaim the express representations made in the Franchise Disclosure Document.

B. **No Third-Party Beneficiary.** Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies under this Agreement upon any person or legal entity other than you.

C. **Successors and Assigns.** You agree that we may assign this Agreement or any of our rights and obligations hereunder without your consent. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Notwithstanding the above, you may not assign this Agreement or any of your rights or obligations hereunder without our express written consent.

D. **Counterpart Execution.** This Agreement may be executed in counterparts and each copy so executed shall be deemed an original. Any copy delivered by facsimile transmission or bearing an electronic signature shall be granted the same legal effect as a copy having an original signature.

E. **Notices.** All notices shall be delivered in the manner set forth in the Franchise or Membership Agreement. Such notices shall be deemed given on the date delivered or date of attempted delivery if refused.

F. **Waivers.** If we allow you to deviate from any term of this Agreement, we may insist on strict compliance of any other term or of the same term at a later time. All waivers under this Agreement must be in writing and signed by our authorized representative to be effective.

G. **Gross Revenue/Gross Room Revenue.** "GR" or "Gross Revenue"/"GRR" or "Gross Room Revenue" as may be applicable to your Facility, has the meaning specified in System Standards.

IN WITNESSS WHEREOF, the parties hereto have duly executed, sealed and delivered this Agreement in duplicate on the day and year first above written.

WE:	YOU:
Wyndham Hotel Group, LLC	_____
By: _____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Your Primary and Secondary Facility Representatives for Making Revenue Management decisions and communicating with us:
[Please provide name and title of each]

Primary: Name:_____ Title:_____

Secondary: Name: _____ Title:_____

Email address/Phone no. of Primary Representative: _____

EXHIBIT A

Revenue Management Service (Premium Plus, Premium and Standard)

I. Description of Services

Type	Detail	Service Model and Frequency		
		Premium Plus	Premium	Standard
Revenue Management Call/Meeting	Scheduled call with Facility to discuss availability and rate strategy for the next 90 days	☑ (2x weekly)	☑ (1x weekly)	☑ (1x monthly)
Mix of Business Analysis	Includes performance for market segments, rate plans, corporate accounts, channel contribution	☑ (2x weekly)	☑ (1x weekly)	☑ (2x monthly)
Touchpoints	Additional email touchpoints throughout the week	☑ Daily	☑ (8x monthly)	☑ (7x monthly)
Rate Parity Review	Review all channels for rate parity & availability	☑	☑	☑
Rate & Inventory Changes	Recommend & Maintain price point & availability restrictions for >90 days	☑	☑	☑
Rate Maintenance	Manage rates 15 months into future	☑ Daily	☑ (1x weekly)	☑ (1x monthly)
Rate Loading	Lead the process on rate code loading & date extension (whether working with distribution or MyRequest)	☑ (2x weekly)	☑ (1x weekly)	☑ (1x monthly)
RFP Process	Support negotiated pricing/RFP process	☑	☑	☐
End of Month Review	Review end of the month statistics, provide critical analysis of performance & future strategies	☑	☑	☑
Rate Plan Content	Manage rate plan descriptions	☑ (2x weekly)	☑ (1x weekly)	☑ (1x monthly)
OTA Rates & Inventory	Manage price points and parity on brand supported OTAs	☑	☑	☑
OTA Market Managers	Manage Market Manager relationships	☑	☑	☐
Website Content Review	Full content review of Brand.com & OTAs done periodically	☑ (1x monthly)	☑ (1x quarterly)	☑ (1x annually)
Competitive Rate Shops	Rate shops required at additional cost	☑	☑	☑
Agency 360	Quarterly report review with property team to identify opportunity accounts. More frequent review (1x month) is optional and requires property subscription with a third-party vendor at additional cost.	☑ (1x monthly)	☑ (1x quarterly)	☑ (2x annually)
STR Reports	Review STR reports & provide recommendations	☑	☑	☑
City Demand	Review city event/convention calendars to maintain awareness of demand generators	☑	☑	☐

Type	Detail	Service Model and Frequency		
		Premium Plus	Premium	Standard
Groups	Create group displacement analysis as needed, analyze group prospects, provide pricing strategy & guidance, review & update group sales page(s)	☑	☑	☐
Group Blocks	Work with Facility to ensure group inventory & cut-off dates are managed according to demand	☑	☑	☐
System Audit & Gap Analysis	Audit PM and CR for parity & rate/room type/channel distribution	☑ (1x monthly)	☑ (1x quarterly)	☑ (2x annually)
System Education	Educate property team on WHR Systems	☑	☑	☑
Discount & Package Strategy	Update/create packages & strategy for promotions & discounts	☑	☑	☑

II. Rate Strategy and Inventory Management

- Develop a *rate strategy* for the Facility, subject to approval by the Facility executive staff and ownership. A rate strategy is a monthly or quarterly set of pricing-related practices that will help the Facility to meet its stated operational and financial goals (such as RevPar, Occupancy, ADR, or minimization of overbooking-related service/delivery issues).
- Effect execution of the rate strategy on an ongoing basis, specifically advising the Facility staff on Franchisor's actions to:
    - Maintain the pricing structure for the Facility
    - Evaluate demand based on historical and currently booked data
    - Analyze potential commitments to groups and make recommendations on pricing and allocations
    - Analyze and identify the relevant market segments which apply to the Facility and make pricing and rate policy recommendations for those segments
    - Review competitive pricing and availability
    - Recommend price points and availability restrictions for future dates across all distribution channels
- Produce reports for the Facility Executive Staff on past results and future conditions
- Facilitate weekly or bi-weekly meetings with the Facility staff to review past results and future market conditions
- Test whether the Facility is in compliance with any Franchisor policies related to pricing, including but not limited to rate parity across distribution channels, "disaster pricing", corporate and affiliation discounts, last room availability.
- Communicate recommendations and status of changes to the Facility staff designees

Responsibility for prices and availability

- **In the event of a lack of consensus between the Revenue Management Service Specialist and the Facility staff or designees, the Facility staff always has the right to make the final determination on actions to be taken.**

III. Rate Shop Report.

As part of subscribing to the Service, you must sign up to a rate shop program that we designate, which may be at an additional cost to you (currently $60 per month). We will determine in our sole discretion

the number of hotels, booking sources and arrival dates to include in the shop reports, and the frequency of delivery of reports to you. Reports exceeding the parameters we establish may be available for an additional charge.

IV. Facility Site Visits.

A property visit may be something to consider based on the market and competition. Facilities subscribing to Premium or Standard Revenue Management Service may request a property visit from the Revenue Management Service Specialist once per year, with the travel and board expenses for the trip being covered by you.

V. Modification of Services.

We reserve the right to modify, replace or add new Services to those described in this Exhibit. If we replace or eliminate any Services, we will provide you with reasonable notice of such modification, which will not materially degrade the level of Services you receive from us.

VI. Pricing.

☐ **Premium Plus Service –** $5,245 per month.

☐ **Premium Service –** 1.00% of GR/GRR with a minimum of $1,450 and maximum of $2,450; except $3,500 per month for Facilities with an annual GR/GRR of $3,000,000 or more.

☐ **Standard Service –** 0.75% of GR/GRR (as applicable) per month, with a minimum of $645 per month, maximum of $1,395 per month. Facilities achieving greater than 70% occupancy for 12 consecutive months must participate in Premium Service rather than Standard.

EXHIBIT C-8

SITE ID: MASTER
ENTITY: MASTER
BRAND: MASTER

REMOTE SALES SERVICES AGREEMENT

This REMOTE SALES SERVICES AGREEMENT ("Agreement") is made as of , 20 ("Effective Date") by and between Wyndham Hotel Group, LLC, with offices located at 22 Sylvan Way, Parsippany, New Jersey 07054 ("we", "our," or "us") and with principal offices located at ("you") regarding the _____® guest lodging facility located at ("Facility").

Recitals. We have developed a supplementary remote local sales consulting service as described in Exhibits A and B, (the "Service") in addition to the primary services we provide to franchisees or members under their franchise or membership agreements. By signing below, you acknowledge your participation in the Services at the rates set forth and in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the terms and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, you and we agree as follows:

1. **Provision of Services.** We currently offer, and you shall participate in, the Service as described in both Exhibits A and B. In addition to the descriptions in Exhibits A and B, we will provide the Service in accordance with any Remote Sales Service Policies ("RSS Policies"), as they may be set forth in System Standards and updated from time to time. Within ten (10) days after the Effective Date, your primary representative (described below) and our representative shall meet and confer to determine the terms under which we shall provide the Service (the "Initial Meeting"). You will establish the reference room rate for the Facility upon which all other rates are based ("Rate of the Day"). In addition, you will establish the parameters under which we are authorized to offer rooms or services at the Facility to third parties in connection with potential stays (including, but not limited to the discount off Rate of the Day, group size limits, amenities, packages or other incentives). You retain ultimate and sole control over all decisions to accept, or not to accept, all sales at the Facility. The Service shall begin the day on which you provide us, in writing, with all information that we reasonably request during the Initial Meeting and the authorizations for Service described in Exhibit A (the "Commencement Date").

   Subject to the foregoing, by entering into this Agreement, you explicitly (i) agree to abide by the RSS Policies, (ii) authorize us to access, as necessary, your room rates, inventory and other Facility information in our Reservation System, your Facility's property management system, your Facility's food and beverage system (if applicable), any extranets that the Facility maintains with OTAs, and all third party sales response and tracking systems (e.g. Lanyon, HotelPlanner), (iii) authorize us to offer for sale to third parties room and other services at the Facility within certain parameters pre-authorized by you, and (iv) authorize us to accept non-contract reservations from third parties for rooms and other services at the Facility within certain parameters pre-authorized by you without advance notice to you. **We will not, however, enter into any contract on your behalf and you will be solely responsible for (i) contracting with any third parties that wish to stay at the Facility and (ii) any sales at the Facility that fall outside of the parameters pre-authorized by you.** In addition, during the term of this Agreement, you agree to insert the

following acknowledgment into all contracts you enter into with third parties with respect to sales at the Facility:

"*The parties to this Agreement agree and acknowledge that neither Wyndham Hotels & Resorts, Inc., Wyndham Hotel Group, LLC nor any of their affiliates or subsidiaries is a party to this Agreement and shall have no liability for any events or occurrences arising, or failing to arise, out of this Agreement.*"

You acknowledge that we are not responsible for any third-party guests at the Facility (regardless of whether they were referred to the Facility by us or their reservations were accepted by us in connection with the Service) and that the indemnification obligations described in your Franchise or Membership Agreement apply at all times during the course of this Agreement.

2. **Facility Representative.** You shall designate, at the end of this Agreement, a primary Facility representative who shall have the authority to make binding decisions to accept reservations for the Facility and a secondary representative who shall exercise such authority in the absence of the primary representative. We may communicate with these representatives by telephone, e-mail or in another manner, and may rely on any communication that we believe, in good faith, is from them. You may change your designation at any time by notifying us in accordance with Section 11(E) below. Upon our request, the Facility representative shall provide feedback concerning the performance, operation and general acceptability of the Service, as well as recommendations for improvement.

3. **Fee.** You shall pay to us the Fees set forth in the applicable Exhibit to this Agreement, which shall be paid within fifteen (15) days of the receipt of each invoice. We may increase the Fees by providing you at least thirty (30) days prior written notice, provided that you may terminate this Agreement upon fifteen (15) days prior written notice if the increase in Fees over a one-year period is a total of more than ten percent (10%) of the Fees in effect at the beginning of the period.

4. **Term.** The "Term" of this Agreement shall begin on the Commencement Date and shall continue until (i) expiration or termination of the Franchise or Membership Agreement, at which time this Agreement will automatically terminate, (ii) you have met the criteria we establish in System Standards to satisfy the requirement to participate in the Service through alternative means, or (iii) we terminate this Agreement in accordance with Section 5 below.

5. **Suspension or Termination.** If you breach this Agreement (including but not limited to by failing to abide by the RSS Policies) and fail to correct such breach within thirty (30) days (or ten (10) days in the event of any failure to pay amounts owed under this Agreement when due) of being notified thereof in writing, we may terminate this Agreement, effective upon written notice to you. In addition, we may terminate this Agreement without cause by providing at least sixty (60) days' prior written notice of termination to you.

6. **Dispute Resolution.** Any disputes occurring under this Agreement shall be resolved in accordance with the dispute resolution procedures under the Franchise or Membership Agreement, including but not limited to, the provisions concerning waiver of jury trial, consent to venue and personal jurisdiction, and choice of law.

7. **Confidentiality.** Any know-how, algorithms, formulae, data, recommendations, documentation, software, or other materials or information that we furnish to you in connection with the Services shall be deemed "Confidential Information" as defined in the Franchise or Membership Agreement and shall be subject to all prohibitions on disclosure, copying or use of the Confidential Information under the Franchise or Membership Agreement. We shall have all rights under the Franchise or Membership Agreement if you breach these confidentiality obligations.

8. **No Warranty. WE MAKE NO REPRESENTION OR WARRANTY REGARDING THE VOLUME OF RESERVATIONS OR AMOUNT OF REVENUES THAT THE FACILITY WILL ATTAIN AS A RESULT OF THE SERVICE OR THAT YOUR RESERVATIONS OR REVENUE WILL INCREASE. WE MAKE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SERVICE. YOU, ON BEHALF OF YOURSELF, YOUR SUCCESSORS AND ASSIGNS, HEREBY WAIVE, RELEASE AND RENOUNCE ALL CLAIMS OR CAUSES OF ACTION THAT YOU MAY HAVE AGAINST US, OUR AFFILIATES, OR OUR OR THEIR OFFICERS, DIRECTORS OR AGENTS, ARISING OUT OF THE SERVICES, UNLESS DUE TO OUR WILFULL MISCONDUCT.**

9. **Limitation on Liability. NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST REVENUE (COLLECTIVELY REFERRED TO AS "INDIRECT DAMAGES") ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING ALL EXHIBITS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES. IN ADDITION, EACH PARTY'S DIRECT DAMAGES (AND ANY INDIRECT DAMAGES TO THE EXTENT THAT A COURT OF COMPETENT JURISDICTION OR OTHER AUTHORITY DOES NOT RECOGNIZE OR ENFORCE THE WAIVER FROM LIABILITY SET FORTH IN THE FIRST SENTENCE OF THIS SECTION) SHALL BE LIMITED TO THE TOTAL FEES PAID BY YOU TO US DURING THE THEN CURRENT TERM OF THE AGREEMENT. THE ABOVE LIMITATIONS ON LIABILITY APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE. NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY FOR THE CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES THAT MAY BE THE RESULT OF ADMINISTRATIVE ERRORS PROVIDED THAT NO MALICE OR NEGLIGENCE WAS INTENDED.**

10. **Force Majeure.** In no event shall either party be liable for any failure or delay in performance (except for the obligation to remit fees) due to causes or circumstances beyond its reasonable control and without its fault or negligence (including, but not limited to, Acts of God, acts of the public enemy, war or terrorism, acts of the United States of America, or any state, territory or political division of the United States of America, or of the District of Columbia, fires, floods, or other natural disaster, strikes or any other labor disputes, communication line failures, and/or freight embargoes). The party claiming such a failure or delay must promptly notify the other party of such failure or delay. In the event that any such failure or delay continues for more than thirty (30) days, then either party upon notice to the other may terminate this Agreement without any further liability to the other party.

11. Miscellaneous

A. **Entire Agreement.** The parties agree that this Agreement contains the entire agreement between the parties relating to the Services, superseding and terminating any prior representation, warranty or agreement, whether oral or in writing. No modification or amendment of this Agreement shall be binding upon either party unless the same has been made in writing and executed by both parties. Notwithstanding the foregoing, no provision in this or any related agreement is intended to disclaim the express representations made in the Franchise Disclosure Document.

B. **No Third-Party Beneficiary.** Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies under this Agreement upon any person or legal entity other than you.

C. **Successors and Assigns.** You agree that we may assign this Agreement or any of our rights and obligations hereunder without your consent. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. This Agreement may not be assigned by you without our prior written approval.

D. **Counterpart Execution.** This Agreement may be executed in counterparts and each copy so executed shall be deemed an original. Any copy delivered by facsimile transmission or bearing an electronic signature shall be granted the same legal effect as a copy having an original signature.

E. **Notices.** All notices shall be delivered in the manner set forth in the Franchise or Membership Agreement.

F. **Waivers.** If we allow you to deviate from any term of this Agreement, we may insist on strict compliance of any other term or of the same term at a later time. All waivers under this Agreement must be in writing and signed by our authorized representative to be effective.

IN WITNESSS WHEREOF, the parties hereto have duly executed, sealed and delivered this Agreement in duplicate on the day and year first above written.

WE:_____

By: _____
Name: _____
Title: _____
Date: _____

YOU:_____

By: _____
Name: _____
Title: _____
Date: _____

Your primary and secondary Facility representatives for making group sales decisions and communicating with us:
[Please provide name and title of each]

Owner	Name:	Email:	Phone:
General Manager	Name:	Email:	Phone:

EXHIBIT A

I. Description of Services

TYPE	DESCRIPTION	FREQUENCY
Dedicated local sales service representative	Each Facility shall be provided with a dedicated Remote Sales Service representative who will provide on-going local sales support and training to Facility staff	On-going
Remote Sales Call/Meeting	Scheduled call with Facility to discuss local sales strategy for the next 30/60/90 days	☑ (1x month)
Sales Reporting	Review Facility performance on a bi-weekly basis, provide critical analysis of performance & future strategies	☑ (1x two weeks)
Lead Response	Collaborate with Facility to establish and follow protocol by which our representative will respond to all sales leads at the Facility	On-going
Corporate Rate Strategy	Qualify and, as authorized, negotiate corporate rates	On-going
In-Market Prospecting	Solicit new, current and active local accounts identified by Facility	On-going
Market Research	Conduct independent research into Facility's market and into prospective accounts	On-going
RFP Process	Review and establish negotiated pricing/RFP process for Facility; lead RFP response process	On-going
City Demand	Review city event/convention calendars to maintain awareness of demand generators	☑ (weekly)
Groups	Collaborate with Facility representative (and/or revenue manager) to create group displacement analysis as needed, analyze group prospects, provide pricing strategy & guidance, review & update group sales page(s)	☑ (review & update sales page(s) 2x year)
Group Blocks	Work with Facility to ensure group inventory & cut-off dates are managed according to demand	☑
GSO Education	Educate WHR's Global Sales Organization about the Facility and available resources therein	☑

II. Facility Requirements

As a condition of the Facility's participation in the Service, you are required, among other things, to:

- Update your primary and secondary representative, as needed
- Actively participate with our representative in all respects to enable their ability to perform the Service
- Be available to conduct in person or virtual Facility tours

- Promptly forward all inquiry leads, RFPs, and other sales-related calls or communications to us
- Define, and update as needed, the parameters under which we are authorized to offer and accept reservations for rooms or services at the Facility to third parties (including, but not limited to the discount off Rate of the Day, group size limits, amenities, packages or other incentives)

III. Facility Site Visits.

A property visit may be appropriate based on the Facility's market, amenities and competition. Facilities may request a property visit from our Remote Sales Service representatives once per year, with the travel and board expenses for the trip being covered by you.

IV. Modification of Services.

We reserve the right to modify, replace or add new Services to those described in this Exhibit. If we replace or eliminate any Services, we will provide you with reasonable notice of such modification, which will not materially degrade the level of Services you receive from us.

V. Pricing: $1,400 per month.

EXHIBIT B
SPEED TO BOOK PARTICIPATION FORM

We have developed a group sales service, Speed to Book, as part of which hotels can respond to group sales leads and, where applicable, a group block agreement between the hotel and the group is generated based on the rate information provided by the hotel. This Speed to Book Participation Form ("Participation Form") amends, as of the date indicated below, the Remote Sales Services Agreement ("RSS Agreement") between you and us. By entering into this Participation Form, subject to any eligibility requirements we may establish from time to time, you agree to participate in the Speed to Book program and authorize us to respond to any group sales leads for the Facility on your behalf.

You agree that, with respect to group sales leads under the Speed to Book program: (i.) except for those groups or accounts specifically identified by you below, we may negotiate and book any and all group business for the Facility that is consistent with the parameters described below without further authorization, (ii) we may generate a group block agreement between you and any group that accepts the terms offered, and (iii) you will honor the terms of all such agreements in full. The current form of group block agreement is attached as Schedule A although the form of agreement we use is subject to change. In the event you wish to update any of the parameters described below, then you will notify us in accordance with the notice provisions described in the RSS Agreement. This Participation Form shall remain in effect for so long as the RSS Agreement is in effect. Except as expressly stated in this Participation Form, no further additions, modification or deletions to the RSS Agreement are intended by the parties or made. Capitalized terms not defined in this Authorization Form have the meanings described in the RSS Agreement.

Group Room Rate Parameters

Season	**Start**	**End**	**Max # of rooms per night**	**Max. Length of Stay**	**Weekday non-commissionable**	**Weekday commissionable**	**Weekend non-commisionable**	**Weekend commisionable**
Season Name	*Date*	*Date*	*Maximum number of rooms per night (e.g., 20 rms & under)*	*Maximum number of nights per stay (e.g.., 10 nights)*	*Non-commissionable weekday rate (e.g., 15% off BAR OR $79 Flat Rate)*	*Commissionable weekday rate (e.g., 10% off BAR OR $79 Flat Rate)*	*Non-commissionable weekday rate (e.g., 10% off BAR OR $79 Flat Rate)*	*Commissionable weekday rate (e.g., 5% off BAR OR $79 Flat Rate)*
Low	[MM] [DD]	[MM] [DD]	[__] rooms	[__] nights	[__]% off BAR or [__] flat rate	[__]% off BAR or [__] flat rate	[__]% off BAR or [__] flat rate	[__]% off BAR or [__] flat rate
Shoulder	[MM] [DD]	[MM] [DD]	[__] rooms	[__] nights	[__]% off BAR or [__] flat rate	[__]% off BAR or [__] flat rate	[__]% off BAR or [__] flat rate	[__]% off BAR or [__] flat rate
High	[MM] [DD]	[MM] [DD]	[__] rooms	[__] nights	[__]% off BAR or [__] flat rate	[__]% off BAR or [__] flat rate	[__]% off BAR or [__] flat rate	[__]% off BAR or [__] flat rate

Black-Out Dates (dates during which no group business accepted)

Start	End
[MM] [DD]	[MM] [DD]
[MM] [DD]	[MM] [DD]
[MM] [DD]	[MM] [DD]

Group Block Reservation Parameters

Category	Category Description	Facility Authorization
Occupancy Cutoff Percentage	Facility occupancy percentage above which groups are no longer accepted	
Reservation Method	Method by which account must identify individual members of the group	☐ Rooming List ☐ Individual Call-in
Cutoff Date	Number of days before stay where reserved rooms will be released if reservation not completed	☐ 14 Days Prior to Arrival ☐ Other: _____
Cancellation Policy	Number of days before stay that group can cancel without incurring a fee	☐ 14 Days Prior to Arrival ☐ 21 Days Prior to Arrival ☐ 30 Days Prior to Arrival ☐ Other: _____
Prohibited Groups / Accounts	Groups or accounts from which the Facility does not wish to accept business	
Group Block Agreement Signatory	Facility representative whose name will be populated and pre-signed on your behalf in all group block agreements*	

***** You represent that this individual is authorized to execute and enter into agreements on behalf of you and the Facility.

Facility Name, Address:
Facility Site Number:

WE:
By: _____
Name:_____

YOU:
By:_____
Name:_____

Title:_____ Title:_____
Date:_____ Date: _____

Schedule A

On behalf of:
<<Franchisee Entity from SFL>>
<<Hotel Name>>
<<Hotel SITE ID>>
<<Hotel Address>>
<<Hotel City, State, Zip Code>>
<<Hotel Phone Number>>
<<GM email address>>

<<Date>>

<<Group Contact>>
<<COMPANY NAME>>
<<GROUP NAME Property Invite Name from SFL>>
<<Company Address>>
<<City, State, Zip Code>>
<<Group Contact Phone Number>>
<<Group Contact Email Address>>

Dear **<<Group Contact>>**

Thank you for choosing the **<<INSERT HOTEL NAME>>** for your upcoming group. As described in this Group Block Agreement, we are committed to providing your group with a great experience while staying with us.

To help us prepare for your group's arrival, we are reserving the following rooms for your group subject to the terms of this Group Block Agreement:

<<INSERT GRID APPROVED BY PROPERTY FROM SFL>>

Room Type	Arrival Date	Departure Date	# Rooms Per Night	Room Rate
Standard Double	10/10/2024	10/15/2024	15	$105.00
Standard King	10/10/2024	10/15/2024	5	$120.00

- Rates are quoted in US Currency unless otherwise indicated.

Reservation Method: **<< Drop Down in Salesforce – One option will be chosen by Client>>**

- **Rooming List:** You must provide a rooming list indicating the names of each guest booking as part of this group to **<<GM email address>>** no later than the Cutoff Date of **<<Cutoff Date from SFL>>** . Please refer to **<<GROUP NAME Property Invite Name from SFL>>** when submitting your rooming list. After the cutoff date of **<<Cutoff Date from SFL>>,** the hotel will release any remaining rooms in your group block and make those rooms available for sale to the public. If you wish to reserve additional rooms after Cutoff Date the hotel will make reasonable efforts to accommodate these requests.

- **Individual Call-In:** Group Contact is responsible for sharing details of the **<<GROUP NAME Property Invite Name from SFL>>** and Cutoff Date with guests informing them to make reservations within the group block by the cutoff date **<<Cutoff Date from SFL>>.** Reservations must be made no later than **<<Cutoff Date from SFL>>** by calling the hotel directly at **<<hotel phone number>>.** After the cutoff date **<<Cutoff Date from SFL>>,** hotel will release any remaining rooms in your group block and make those rooms available for sale to the public. If you wish to reserve additional rooms after the Cutoff Date, the hotel will make reasonable efforts to accommodate these requests.

Guarantee Method: **<< Drop Down in Salesforce – One option will be chosen by client>>**

- **Credit Card Authorization Form:** After you have agreed to this Group Block Agreement, the hotel will reach out to your Group Contact to obtain a credit card guarantee for the group block. In the event that you cancel this group reservation the below Group Cancellation Policy will apply, and any charges will be applied to the credit card provided.

- **Wyndham Direct:** Group Contact has agreed to guarantee the group block with a Wyndham Direct Account. Group Contact will contact the property to provide Wyndham Direct ID# by calling the hotel directly at **<<hotel phone number>>.** The Wyndham Direct ID# should be provided to the hotel along with the Group Block Agreement. In the event that you cancel this group reservation the below Group Cancellation will apply, and any charges will be applied to the Wyndham Direct ID provided.

Billing Method: **<< Drop Down in Salesforce – One option will be chosen by client>>**

- **Each Pay Own**: Each guest will be responsible for providing a form of payment for their charges upon check-in at the hotel.

- **Master Bill:** After you have signed this Group Block Agreement, the Group Contact must provide the hotel with a completed Credit Card Authorization form. The hotel will use the credit card provided as the payment method for all Room & Tax amounts of the Group on the

We are delighted that you have chosen **<<Enter Hotel Name>>** for your upcoming group. We look forward to working with you!

<<Hotel name from SF>>	<< Group/Account Name from SF>>
<<Franchisee Entity from SFL>>	**<<Group Contact from SFL>>**
Hotel: **<<Approver name entered by RSS Seller>>**	By: **<<DocuSign Signature>>**
<< Electronic Generated Signature>>	Title: **<<Group Contact Title from SF>>**
Date: **<<Approved date from SFL>>**	Date: **<<Date signed in DocuSign>>**

By signing above, both of the signors represent that they are authorized to act on behalf of the parties of their respective party to this this Group Block Agreement. The parties acknowledge that this Agreement is between the described parties only and neither Wyndham Hotels & Resorts, Inc. nor any of its subsidiaries are a party to this Agreement.

EXHIBIT D

OFF-BALANCE SHEET ARRANGEMENTS

There were no off-balance sheet transactions, arrangements or other relationships with unconsolidated entities or other persons in 2024, 2023 and 2022 that have, or are reasonably likely to have, a current or future effect on our financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk.

We use various financial instruments, including interest swap contracts, to reduce the interest rate risk related to our debt. We also use foreign currency forwards to manage and reduce the foreign currency exchange rate risk associated with our foreign currency denominated receivables and payables, forecasted royalties, forecasted earnings and cash flows of foreign subsidiaries and other transactions.

We are exclusively an end user of these instruments, which are commonly referred to as derivatives. We do not engage in trading, market making or other speculative activities in the derivatives markets. More detailed information about these financial instruments is provided in Note 12 - Fair Value to the Consolidated Financial Statements. Our principal market exposures are interest rate and currency exchange rate risks.

We assess our exposures to changes in interest rates utilizing a sensitivity analysis. The sensitivity analysis measures the potential impact in earnings, fair values and cash flows based on a hypothetical 10% change (increase and decrease) in interest rates. Our variable-rate borrowings, which include our term loan, a portion of which has been swapped to a fixed interest rate, and any borrowings we make under our revolving credit facility, expose us to risks caused by fluctuations in the applicable interest rates. The total outstanding balance of such variable-rate borrowings, net of swaps, was $531 million as of December 31, 2024. A hypothetical 10% change in our effective weighted average interest rate on our variable-rate borrowings would result in a $2 million increase or decrease to our annual long-term debt interest expense, and a one-point change in the underlying interest rates would result in approximately a $5 million increase or decrease in our annual interest expense.

The fair values of cash and cash equivalents, trade receivables, accounts payable and accrued expenses and other current liabilities approximate their carrying values due to the short-term nature of these assets and liabilities.

We have foreign currency rate exposure to exchange rate fluctuations worldwide, particularly with respect to the Canadian Dollar, the Chinese Yuan, the Euro, the Brazilian Real, the British Pound and the Argentine Peso. We anticipate that such foreign currency exchange rate risk will remain a market risk exposure for the foreseeable future.

We use a current market pricing model to assess the changes in the value of our foreign currency derivatives used by us to hedge underlying exposure that primarily consists of our non-functional-currency current assets and liabilities. The primary assumption used in these models is a hypothetical 10% weakening or strengthening of the U.S. dollar against all our currency exposures as of December 31, 2024. The gains and losses on the hedging instruments are largely offset by the gains and losses on the underlying assets, liabilities or expected cash flows. As of December 31, 2024, the absolute notional amount of our outstanding foreign exchange hedging instruments was $186 million. We have determined through such analyses that a hypothetical 10% change in foreign currency exchange rates would have resulted in approximately a $2 million increase or decrease to the fair value of our outstanding forward foreign currency exchange contracts, which would generally be offset by an opposite effect on the underlying exposure being economically hedged.

Argentina is considered to be a highly inflationary economy. As of December 31, 2024, we had total net exposure in Argentina relating to foreign currency of approximately $7 million. Foreign currency exchange losses related to Argentina were immaterial, $14 million and $4 million during 2024, 2023 and 2022, respectively.

Our total market risk is influenced by a wide variety of factors including the volatility present within the markets and the liquidity of the markets. There are certain limitations inherent in the sensitivity analyses presented. While probably the most meaningful analysis, these “shock tests” are constrained by several factors, including the necessity to conduct the analysis based on a single point in time and the inability to include the complex market reactions that normally would arise from the market shifts modeled.

Item 8. Financial Statements and Supplementary Data.

The financial statements required to be filed pursuant to this Item 8 are appended to this Annual Report on Form 10-K. A list of the financial statements filed herewith is found in Part IV, Item 15 commencing on page F-1 hereof.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.

Not applicable.

Item 9A. Controls and Procedures.

Disclosure Controls and Procedures. Our management, with the participation of our principal executive and principal financial officers, has evaluated the effectiveness of our disclosure controls and procedures (as such term is defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) as of the end of the period covered by this report. Based on such evaluation, our principal executive and principal financial officers have concluded that, as of the end of such period, our disclosure controls and procedures were effective and operating to provide reasonable assurance that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and to provide reasonable assurance that such information is accumulated and communicated to our management, including our principal executive and principal financial officers, as appropriate, to allow timely decisions regarding required disclosure.

Management's Report on Internal Control Over Financial Reporting. Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rule 13a-15(f) under the Exchange Act. Our management assessed the effectiveness of our internal control over financial reporting as of December 31, 2024. In making this assessment, management used the criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this assessment, our management believes that, as of December 31, 2024, our internal control over financial reporting is effective. Our independent registered public accounting firm has issued an attestation report on the effectiveness of our internal control over financial reporting, which is included within their audit opinion on page F-2.

There have been no changes in our internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Exchange Act) during the most recent fiscal quarter to which this report relates that have materially affected or are reasonably likely to materially affect our internal control over financial reporting.

Item 9B. Other Information.

During the three months ended December 31, 2024, no directors or executive officersentered into, modified or terminated, contracts, instructions or written plans for the sale or purchase of the Company's securities that were intended to satisfy the affirmative defense conditions of Rule 10b5-1 or that constituted non-Rule 10b5-1 trading arrangements (as defined in Item 408 of Regulation S-K).

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections.

Not Applicable.

INDEX TO ANNUAL CONSOLIDATED FINANCIAL STATEMENTS

	Page
Report of Independent Registered Public Accounting Firm (PCAOB ID No. 34)	F-2
Consolidated Statements of Income	F-4
Consolidated Statements of Comprehensive Income	F-5
Consolidated Balance Sheets	F-6
Consolidated Statements of Cash Flows	F-7
Consolidated Statements of Equity	F-8
Notes to Consolidated Financial Statements	F-9

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of
Wyndham Hotels & Resorts, Inc.

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Wyndham Hotels & Resorts, Inc. and subsidiaries (the "Company") as of December 31, 2024 and 2023, the related consolidated statements of income, comprehensive income, equity, and cash flows, for each of the three years in the period ended December 31, 2024, and the related notes (collectively referred to as the "financial statements"). We also have audited the Company's internal control over financial reporting as of December 31, 2024, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO").

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2024, in conformity with accounting principles generally accepted in the United States of America. Also, in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2024, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by COSO.

Basis for Opinions

The Company's management is responsible for these financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying *Management's Report on Internal Control over Financial Reporting*. Our responsibility is to express an opinion on these financial statements and an opinion on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.
Our audits of the financial statements included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures to respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current-period audit of the financial statements that was communicated or required to be communicated to the audit committee and that (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Deferred Revenues and Liability – Wyndham Rewards Loyalty Program – Refer to Notes 2 and 3 to the financial statements

Critical Audit Matter Description

The Company operates the Wyndham Rewards loyalty program under which members earn points that can be redeemed for free nights or other rewards. Wyndham Rewards members primarily accumulate points by staying at a participating hotel, club resort, or vacation rental or by making purchases with their Wyndham Rewards co-branded credit card. Revenues related to the issuance of loyalty points are recognized net of redemptions over time based upon loyalty point redemption patterns, including an estimate of loyalty points that will expire or will never be redeemed. In addition, the Company records a liability for estimated future redemption costs of outstanding loyalty points.

The Company estimates the value of the deferred revenues and related liability (collectively referred to as the "liability") related to the loyalty program based on (i) an estimated cost per point and (ii) an estimated redemption rate of the overall points earned, which is determined with the assistance of a third-party actuarial firm through historical experience, current trends and the use of an actuarial analysis, and includes an estimate of the points that will expire or will never be redeemed. Changes in the estimated cost per point and/or the estimated redemption rate used in the determination of the liability could result in a material change to the amount of liability reported.

We identified the estimated cost per point and the estimated redemption rate used in the determination of the liability as a critical audit matter because of the high degree of auditor judgment and an increased extent of effort, including the involvement of our actuarial specialists, when performing audit procedures to evaluate the reasonableness of management's estimates and assumptions related to the selection of the estimated cost per point and the estimated redemption rate.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to the estimated cost per point and estimated redemption rate used in the determination of the liability included the following, among others:

- We tested the effectiveness of the controls related to the liability, including those over the estimate of the cost per point and the estimate of the redemption rate.
- We evaluated the assumptions used by management to estimate the cost per point by:
  - Testing the underlying data that served as the inputs for the historical cost per point, including historical redemptions.
  - Discussing with management the assumptions used in the Company's estimated future cost per point and evaluating the reasonableness by comparing the projections to (1) forecasted information included in industry reports, and (2) trends in Wyndham Rewards member behavior.
  - Comparing management's prior-year estimated cost per point to actual redemptions during the current year to identify potential bias in the determination of the liability.
  - Evaluating whether the assumptions used by management to estimate the cost per point were consistent with evidence obtained in other areas of the audit.
- We evaluated the assumptions used by management to estimate the redemption rate by:
  - Testing the underlying data that served as the inputs for the actuarial analysis of the estimated redemption rate, including earnings and redemptions.
  - Evaluating whether any approved changes to the Wyndham Rewards loyalty program have been appropriately considered in the actuarial analysis of the estimated redemption rate.
  - Comparing management's prior-year estimated redemption rate to actual redemptions during the current year to identify potential bias in the determination of the liability.
- With the assistance of our actuarial specialists, we developed a range of independent estimates of the liability, utilizing the same underlying data tested above, and compared our estimates to management's estimates.

/s/ Deloitte & Touche LLP
New York, New York
February 13, 2025

We have served as the Company's auditor since 2017.

WYNDHAM HOTELS & RESORTS, INC.
CONSOLIDATED STATEMENTS OF INCOME
(In millions, except per share amounts)

	Year Ended December 31,		
	2024	**2023**	**2022**
Net revenues			
Royalties and franchise fees	$ 555	$ 532	$ 512
Marketing, reservation and loyalty	563	578	544
Management and other fees	10	14	57
License and other fees	119	112	100
Other	157	148	141
Fee-related and other revenues	1,404	1,384	1,354
Cost reimbursements	4	13	144
Net revenues	1,408	1,397	1,498
Expenses			
Marketing, reservation and loyalty	564	569	524
Operating	81	94	106
General and administrative	130	130	123
Cost reimbursements	4	13	144
Depreciation and amortization	71	76	77
Transaction-related	47	11	—
Restructuring	15	—	—
Impairment	12	—	—
Separation-related	(11)	1	1
Gain on asset sale, net	—	—	(35)
Total expenses	913	894	940
Operating income	495	503	558
Interest expense, net	124	102	80
Early extinguishment of debt	3	3	2
Income before income taxes	368	398	476
Provision for income taxes	79	109	121
Net income	$ 289	$ 289	$ 355
Earnings per share			
Basic	$ 3.64	$ 3.43	$ 3.93
Diluted	3.61	3.41	3.91

See Notes to Consolidated Financial Statements.

WYNDHAM HOTELS & RESORTS, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In millions)

	Year Ended December 31,		
	2024	**2023**	**2022**
Net income	$ 289	$ 289	$ 355
Other comprehensive income/(loss), net of tax			
Foreign currency translation adjustments	(6)	12	(5)
Unrealized gains/(losses) on cash flow hedges	4	(31)	58
Other comprehensive (loss)/income, net of tax	(2)	(19)	53
Comprehensive income	$ 287	$ 270	$ 408

See Notes to Consolidated Financial Statements.

WYNDHAM HOTELS & RESORTS, INC.
CONSOLIDATED BALANCE SHEETS
(In millions, except per share amounts)

	December 31, 2024	December 31, 2023
Assets		
Current assets:		
Cash and cash equivalents	$ 103	$ 66
Trade receivables, net	271	241
Prepaid expenses	44	27
Other current assets	49	39
Total current assets	467	373
Property and equipment, net	94	88
Goodwill	1,525	1,525
Trademarks, net	1,230	1,232
Franchise agreements and other intangibles, net	318	347
Other non-current assets	589	468
Total assets	$ 4,223	$ 4,033
Liabilities and stockholders' equity		
Current liabilities:		
Current portion of long-term debt	$ 43	$ 37
Accounts payable	37	32
Deferred revenues	121	91
Accrued expenses and other current liabilities	265	299
Total current liabilities	466	459
Long-term debt	2,420	2,164
Deferred income taxes	332	325
Deferred revenues	169	167
Other non-current liabilities	186	172
Total liabilities	3,573	3,287
Commitments and contingencies (Note 13)		
Stockholders' equity:		
Preferred stock, $0.01 par value, authorized 6.0 shares, none issued and outstanding	—	—
Common stock, $0.01 par value, 102.8 and 102.1 issued at December 31, 2024 and 2023	1	1
Treasury stock, at cost – 24.8 and 20.7 shares at December 31, 2024 and 2023	(1,669)	(1,361)
Additional paid-in capital	1,647	1,599
Retained earnings	654	488
Accumulated other comprehensive income	17	19
Total stockholders' equity	650	746
Total liabilities and stockholders' equity	$ 4,223	$ 4,033

See Notes to Consolidated Financial Statements.

WYNDHAM HOTELS & RESORTS, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In millions)

	Year Ended December 31,		
	2024	**2023**	**2022**
Operating activities			
Net income	$ 289	$ 289	$ 355
Adjustments to reconcile net income to net cash provided by/(used in) operating activities:			
Depreciation and amortization	71	76	77
Provision for/(recovery of) doubtful accounts	4	3	(2)
Impairment	12	—	—
Deferred income taxes	4	(17)	(39)
Stock-based compensation	45	39	33
Gain on asset sale, net	—	—	(35)
Loss on early extinguishment of debt	3	3	2
Net change in assets and liabilities:			
Trade receivables	(39)	(10)	16
Prepaid expenses	(18)	5	(6)
Other current assets	2	37	(3)
Accounts payable, accrued expenses and other current liabilities	(33)	(4)	14
Deferred revenues	36	10	22
Payments of development advance notes	(114)	(73)	(52)
Proceeds from development advance notes	5	1	4
Other, net	23	17	13
Net cash provided by operating activities	290	376	399
Investing activities			
Property and equipment additions	(49)	(37)	(39)
Acquisition of hotel brand	—	—	(44)
Loan advances	(17)	(29)	—
Loan repayments	1	—	—
Proceeds from asset sales, net	—	—	263
Other, net	—	—	(1)
Net cash (used in)/provided by investing activities	(65)	(66)	179
Financing activities			
Proceeds from borrowings	1,835	1,378	400
Principal payments on long-term debt	(1,539)	(1,245)	(404)
Finance lease payments	(39)	(5)	(5)
Debt issuance costs	(1)	(10)	(4)
Dividends to stockholders	(122)	(118)	(116)
Repurchases of common stock	(310)	(393)	(448)
Exercise of stock options	22	—	4
Net share settlement of incentive equity awards	(20)	(9)	(11)
Other, net	(1)	—	—
Net cash used in financing activities	(175)	(402)	(584)
Effect of changes in exchange rates on cash, cash equivalents and restricted cash	(3)	(3)	(4)
Net increase/(decrease) in cash, cash equivalents and restricted cash	47	(95)	(10)
Cash, cash equivalents and restricted cash, beginning of period	66	161	171
Cash, cash equivalents and restricted cash, end of period	$ 113	$ 66	$ 161

See Notes to Consolidated Financial Statements.

WYNDHAM HOTELS & RESORTS, INC.
CONSOLIDATED STATEMENTS OF EQUITY
(In millions)

	Common Shares Outstanding	Common Stock	Treasury Stock	Additional Paid-in Capital	Retained Earnings/(Accumulated Deficit)	Accumulated Other Comprehensive Income/(Loss)	Total Equity
Balance as of December 31, 2021	92	$ 1	$ (519)	$ 1,543	$ 79	$ (15)	$ 1,089
Net income	—	—	—	—	355	—	355
Other comprehensive income	—	—	—	—	—	53	53
Dividends	—	—	—	—	(116)	—	(116)
Repurchase of common stock	(6)	—	(445)	—	—	—	(445)
Net share settlement of incentive equity awards	—	—	—	(11)	—	—	(11)
Change in deferred compensation	—	—	—	33	—	—	33
Exercise of stock options	—	—	—	4	—	—	4
Balance as of December 31, 2022	86	1	(964)	1,569	318	38	962
Net income	—	—	—	—	289	—	289
Other comprehensive loss	—	—	—	—	—	(19)	(19)
Dividends	—	—	—	—	(119)	—	(119)
Repurchase of common stock	(5)	—	(397)	—	—	—	(397)
Net share settlement of incentive equity awards	—	—	—	(9)	—	—	(9)
Change in deferred compensation	—	—	—	38	—	—	38
Other	—	—	—	1	—	—	1
Balance as of December 31, 2023	81	1	(1,361)	1,599	488	19	746
Net income	—	—	—	—	289	—	289
Other comprehensive loss	—	—	—	—	—	(2)	(2)
Dividends	—	—	—	—	(123)	—	(123)
Repurchase of common stock	(4)	—	(308)	—	—	—	(308)
Net share settlement of incentive equity awards	—	—	—	(20)	—	—	(20)
Change in deferred compensation	—	—	—	45	—	—	45
Exercise of stock options	1	—	—	22	—	—	22
Other	—	—	—	1	—	—	1
Balance as of December 31, 2024	78	$ 1	$ (1,669)	$ 1,647	$ 654	$ 17	$ 650

See Notes to Consolidated Financial Statements.

WYNDHAM HOTELS & RESORTS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unless otherwise noted, all amounts are in millions, except share and per share amounts)

1. BASIS OF PRESENTATION

Wyndham Hotels & Resorts, Inc. (collectively with its consolidated subsidiaries, "Wyndham Hotels" or the "Company") is a leading global hotel franchisor, licensing its renowned hotel brands to hotel owners in over 95 countries around the world.

The Consolidated Financial Statements have been prepared on a stand-alone basis. The Consolidated Financial Statements include the Company's assets, liabilities, revenues, expenses and cash flows and all entities in which it has a controlling financial interest. The accompanying Consolidated Financial Statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). All intercompany balances and transactions have been eliminated in the Consolidated Financial Statements.

In presenting the Consolidated Financial Statements, management makes estimates and assumptions that affect the amounts reported and related disclosures. Estimates, by their nature, are based on judgment and available information. Accordingly, actual results could differ from those estimates. In management's opinion, the Consolidated Financial Statements contain all normal recurring adjustments necessary for a fair presentation of annual results reported.

Business Description

Wyndham Hotels' primary segment is hotel franchising which principally consists of licensing the Company's lodging brands and providing related services to third-party hotel owners and others.

Beginning with the first quarter of 2023, as a result of the changes in its Hotel Management segment including the exit from the select-service management business, the sale of its two owned hotels and the exit from substantially all of its U.S. full-service management business, the Hotel Management segment no longer met the quantitative thresholds to be disclosed as a reportable segment. As a result, the Company has aggregated, on a prospective basis, the remaining hotel management business, which is predominately the full-service international managed business within its Hotel Franchising segment.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

When evaluating an entity for consolidation, the Company first determines whether an entity is within the scope of the guidance for consolidation of variable interest entities ("VIEs") and if it is deemed to be a VIE. If the entity is considered to be a VIE, the Company determines whether it would be considered the entity's primary beneficiary. The Company consolidates those VIEs for which it has determined that it is the primary beneficiary. The Company will consolidate an entity not deemed a VIE upon a determination that it has a controlling financial interest. For entities where the Company does not have a controlling financial interest, the investments in such entities are classified as available-for-sale securities or accounted for using the equity method, as appropriate.

Use of Estimates and Assumptions

The preparation of the Consolidated Financial Statements requires the Company to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses and the disclosure of contingent assets and liabilities in the Consolidated Financial Statements and accompanying notes. Although these estimates and assumptions are based on the Company's knowledge of current events and actions it may undertake in the future, actual results may ultimately differ from estimates and assumptions.

Revenue Recognition

The principal source of revenues from franchising hotels is ongoing royalty, marketing and reservation fees, which are typically a percentage of gross room revenues of each franchised hotel. For a more detailed description of revenue recognition see Note 3 - Revenue Recognition.

Loyalty Program

The Company operates the Wyndham Rewards loyalty program. Loyalty members primarily accumulate points by staying in hotels operated under one of the Company's brands. Wyndham Rewards members may also accumulate points by purchasing everyday services and products with their Wyndham Rewards co-branded credit card.

The Company earns revenue from these programs (i) when a member stays at a participating hotel or club resort or vacation rental from a fee charged by the Company to the property owner or manager, which is based upon a percentage of room revenues generated from such stay which the Company recognizes, net of redemptions, over time based upon loyalty point redemption patterns, including an estimate of loyalty points that will expire or will never be redeemed, and (ii) based upon a percentage of the member's spending on the Wyndham Rewards co-branded credit cards for which revenues are paid to the Company by a third-party issuing bank which the Company primarily recognizes over time based upon the redemption patterns of the loyalty points earned under the program, including an estimate of loyalty points that will expire or will never be redeemed.

As members earn points through the loyalty program, the Company records a liability for the estimated future redemption costs, which is calculated based on (i) an estimated cost per point and (ii) an estimated redemption rate of the overall points earned, which is determined with the assistance of a third-party actuarial firm through historical experience, current trends and the use of an actuarial analysis. The Company estimates the value of the future redemption obligations by projecting the timing of future point redemptions based on historical levels, including an estimate of the points that will expire or never be redeemed, and an estimate of the points members will eventually redeem. The recorded liability related to the program totals $105 million and $117 million as of December 31, 2024 and 2023, respectively, of which $65 million and $75 million, respectively, are included in accrued expenses and other current liabilities, and $40 million and $42 million, respectively, are included in other non-current liabilities on the Company's Consolidated Balance Sheets.

Cash and Cash Equivalents

The Company considers highly-liquid investments purchased with an original maturity of three months or less to be cash equivalents.

Valuation of Accounts Receivable

The Company measures the expected credit losses of its receivables on a collective (pool) basis which aggregates receivables with similar risk characteristics and uses historical collection attrition rates for ten years to estimate its expected credit losses. For a more detailed description of the valuation of accounts receivable see Note 5 - Accounts Receivable.

Advertising Expense

Advertising costs are expensed in the period incurred. Advertising expenses, which are primarily recorded within marketing and reservation expenses on the Consolidated Statements of Income, were $110 million, $127 million and $124 million in 2024, 2023 and 2022, respectively.

Property and Equipment

Property and equipment (including building and leasehold improvements) are recorded at cost and presented net of accumulated depreciation and amortization. Depreciation, recorded as a component of depreciation and amortization on the Consolidated Statements of Income, is calculated utilizing the straight-line method over the lesser of the lease terms or estimated useful lives of the related assets. Amortization of leasehold improvements, also recorded as a component of depreciation and amortization, is calculated utilizing the straight-line method over the lesser of the estimated benefit period of the related assets or the lease terms. Useful lives are generally up to 20 years for leasehold improvements, 30 years for buildings, up to 15 years for building improvements and fromthree to seven years for furniture, fixtures and equipment.

The Company capitalizes the costs of software developed for internal use in accordance with the guidance for accounting for costs of computer software developed or obtained for internal use. Capitalization of software developed for internal use commences during the development phase of the project. The Company amortizes software developed or obtained for internal use on a straight-line basis over its estimated useful life, which is generally three to five years. Such amortization commences when the software is substantially ready for its intended use.

The net carrying value of software developed or obtained for internal use was $50 million and $47 million as of December 31, 2024 and 2023, respectively. Depreciation expense on capitalized software developed or obtained for

internal use was $36 million, $40 million and $37 million for the twelve months ended December 31, 2024, 2023 and 2022, respectively, which is reported within depreciation and amortization on the Consolidated Statements of Income.

Impairment of Long-Lived Assets

Goodwill is reviewed annually (during the fourth quarter of each year subsequent to completing the Company's annual forecasting process), or more frequently if circumstances indicate that the value of goodwill may be impaired, to the reporting units' carrying values as required by the guidance. This is done either by performing a qualitative assessment or utilizing the one-step impairment test, with an impairment being recognized only where the fair value is less than carrying value. In any given year, the Company can elect to perform a qualitative assessment to determine whether it is more likely than not that the fair value of a reporting unit is in excess of its carrying value. If it is not more likely than not that the fair value is in excess of the carrying value, or the Company elects to bypass the qualitative assessment, the Company would use the one-step impairment test. The qualitative factors evaluated include macroeconomic conditions, industry and market considerations, cost factors, overall financial performance, its historical share price as well as other industry-specific considerations. The Company performed its annual quantitative assessment for impairment on each reporting unit's goodwill as of October 1, 2024 and determined that no impairments existed and that it was more likely than not that the fair value of its reporting units continued to substantially exceed their carrying values.

The Company also determines whether the carrying values of other indefinite-lived intangible assets are impaired on an annual basis or more frequently if indicators of potential impairment exist. Application of the other indefinite-lived intangible assets impairment test requires judgment in the assumptions used to determine fair value. The fair value of each other indefinite-lived intangible asset is estimated using a discounted cash flow methodology. This analysis requires significant judgments, including estimation of future cash flows, which are dependent on internal forecasts, discount rates and to a lesser extent, estimation of long-term rates of growth. The estimates used to calculate the fair value of other indefinite-lived intangible assets change from year to year based on operating results and market conditions. Changes in these estimates and assumptions could materially affect the determination of fair value and the other indefinite-lived intangible assets' impairment. The Company performed its annual quantitative assessment for impairment on its indefinite-lived intangible assets as of October 1, 2024 and determined that no impairments existed and that it was more likely than not that the fair value of its indefinite-lived intangible assets continued to exceed their carrying values.

The Company also evaluates the recoverability of each of its definite-lived intangible assets by performing a qualitative assessment to determine if circumstances indicate that impairment may have occurred. If such circumstances exist, the Company performs a quantitative assessment by comparing the respective carrying value of the assets to the expected future cash flows, on an undiscounted basis, to be generated from such assets.

The Company also evaluates the recoverability of its other long-lived assets, including property and equipment, if circumstances indicate impairment may have occurred, pursuant to guidance for impairment or disposal of long-lived assets. This analysis is performed by comparing the respective carrying values of the assets to the current and expected future cash flows, on an undiscounted basis, to be generated from such assets. If such analysis indicates that the carrying value of these assets is not recoverable, the carrying value of such assets is reduced to fair value.

Business Combinations

The Company accounts for business combinations in accordance with the guidance for business combinations and related literature. Accordingly, the Company allocates the purchase price of acquired companies to the tangible and intangible assets acquired and liabilities assumed based upon their estimated fair values at the date of purchase. The difference between the purchase price and the fair value of the net assets acquired is recorded as goodwill.

In determining the fair values of assets acquired and liabilities assumed in a business combination, the Company uses various recognized valuation methods including present value modeling and referenced market values, where available. Further, the Company makes assumptions within certain valuation techniques including discount rates and timing of future cash flows. Valuations are performed by management or external valuation specialists under management's supervision, where appropriate. The Company believes that the estimated fair values assigned to the assets acquired and liabilities assumed are based on reasonable assumptions that marketplace participants would use. However, such assumptions are inherently uncertain and actual results could differ from those estimates.

Income Taxes

The Company recognizes deferred tax assets and liabilities based on the differences between the financial statement carrying amounts and the tax basis of assets and liabilities using currently enacted tax rates. The Company regularly reviews

its deferred tax assets to assess their potential realization and establishes a valuation allowance for portions of such assets that the Company believes will not be ultimately realized. In performing this review, the Company makes estimates and assumptions regarding projected future taxable income, the expected timing of the reversals of existing temporary differences and the implementation of tax planning strategies. A change in these assumptions may increase or decrease the Company's valuation allowance resulting in an increase or decrease in its effective tax rate, which could materially impact the Company's results of operations.

For tax positions the Company has taken or expects to take in a tax return, it applies a more likely than not threshold, under which the Company must conclude a tax position is more likely than not to be sustained, based on the technical merits, assuming that the position will be examined by the appropriate taxing authority that has full knowledge of all relevant information, in order to recognize or continue to recognize the benefit. In determining the Company's provision for income taxes, the Company uses judgment, reflecting its estimates and assumptions, in applying the more likely than not threshold.

The Company accounts for the global intangible low-taxed income provisions under the period cost method.

Stock-Based Compensation

In accordance with the guidance for stock-based compensation, the Company measures all employee stock-based compensation awards using a fair value method and records the related expense in its Consolidated Statements of Income.

The Company recognizes the cost of stock-based compensation awards to employees as they provide services, and the expense is recognized ratably over the requisite service period. The requisite service period is the period during which an employee is required to provide services in exchange for an award. Forfeitures are recorded upon the actual employee termination for each outstanding grant.

Derivative Instruments

The Company uses derivative instruments as part of its overall strategy to manage its exposure to market risks primarily associated with fluctuations in interest rates and currency exchange rates. As a matter of policy, the Company does not use derivatives for trading or speculative purposes. All derivatives are recorded at fair value as either assets or liabilities. Changes in fair value of derivatives not designated as hedging instruments and of derivatives designated as fair value hedging instruments are recognized currently in operating income and interest expense, net in the Consolidated Statements of Income, based upon the nature of the hedged item. The effective portion of changes in fair value of derivatives designated as cash flow hedging instruments is recorded as a component of other comprehensive income. The ineffective portion is reported immediately in earnings as a component of operating or interest expense, based upon the nature of the hedged item. Amounts included in other comprehensive income are reclassified into earnings in the same period during which the hedged item affects earnings.

Accumulated Other Comprehensive Income/(Loss)

Accumulated other comprehensive income ("AOCI") (loss) consists of accumulated foreign currency translation adjustments and unrealized gains or losses on the Company's cash flow hedges. Foreign currency translation adjustments exclude income taxes related to indefinite investments in foreign subsidiaries. Assets and liabilities of foreign subsidiaries having non-U.S.-dollar functional currencies are translated at exchange rates at the balance sheet dates. Revenues and expenses are translated at average exchange rates during the periods presented. The gains or losses resulting from translating foreign currency financial statements into U.S. dollars, net of hedging gains or losses and taxes, are included in AOCI on the Consolidated Balance Sheets.

Recently Issued Accounting Pronouncements

In November 2024, the Financial Accounting Standards Board ("FASB") issued an accounting update,*Income Statement – Reporting Comprehensive Income – Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses*, which requires disaggregated disclosure of income statement expenses on an annual and interim basis. This update requires disaggregation of certain expense captions into specified categories in disclosures within the footnotes to the financial statements. This guidance is effective for fiscal years beginning after December 15, 2026 and interim periods within fiscal years beginning after December 15, 2027. Other than additional disclosure, the Company does not expect a change to its consolidated financial statements. The Company will adopt the guidance on January 1, 2027, as required.

In December 2023, the FASB issued an accounting update,*Income Taxes (Topic 740): Improvements to Income Tax Disclosures,*which modifies the rules on income tax disclosures to require entities to disclose (1) specific categories in the rate reconciliation, (2) the income or loss from continuing operations before income tax expense or benefit (separated

between domestic and foreign) and (3) income tax expense or benefit from continuing operations (separated by federal, state and foreign). This update also requires entities to disclose their income tax payments to international, federal, state and local jurisdictions, among other changes. The guidance is effective for annual periods beginning after December 15, 2024. Early adoption is permitted for annual financial statements that have not yet been issued or made available for issuance. This update should be applied on a prospective basis, but retrospective application is permitted. The Company is currently evaluating the potential impact of adopting this new guidance on its consolidated financial statements and related disclosures. Other than additional disclosure, the Company does not expect a change to its consolidated financial statements. The Company will adopt the guidance on January 1, 2025, as required.

Recently Adopted Accounting Pronouncements

In November 2023, the FASB issued an accounting update,*Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures* ("2023 Accounting Update"), which is intended to improve reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses. The guidance is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024. The Company adopted the guidance on January 1, 2024, and applied the guidance retrospectively to all prior periods presented in the financial statements. See Note 15 - Segment Information for new disclosures.

3. REVENUE RECOGNITION

The principal source of revenues from franchising hotels is ongoing royalty fees, which are typically a percentage of gross room revenues of each franchised hotel. The Company recognizes royalty fee revenues as and when the underlying sales occur. The Company also receives non-refundable initial franchise fees, which are recognized as revenues over the initial non-cancellable period of the franchise agreement, commencing when all material services or conditions have been substantially performed. This occurs when a hotel opens for business in the Company's system or when a franchise agreement is terminated after it has been determined that the hotel will not open. The Company's standard franchise agreement typically has a term of 10 to 20 years. Additionally, the Company recognizes occupancy taxes on a net basis.

The Company's franchise agreements also require the payment of marketing and reservation fees, which are intended to reimburse the Company for expenses associated with operating an international, centralized reservation system, e-commerce channels such as the Company's brand.com websites, as well as access to third-party distribution channels, such as online travel agents, advertising and marketing programs, global sales efforts, operations support, training and other related services. Marketing and reservation fees are recognized as revenue when the underlying sales occur. The Company is generally contractually obligated to spend the marketing and reservation fees it collects from franchisees, in accordance with the franchise agreements. Marketing and reservations costs are expensed as incurred, which may not occur in the same period as the recognition of marketing and reservation revenues.

The Company earns revenues from its Wyndham Rewards loyalty program when a member stays at a participating hotel, club resort or vacation rental. These revenues are derived from a fee the Company charges a franchised or managed hotel based upon a percentage of room revenues generated from a Wyndham Rewards member's stay. These fees are to reimburse the Company for expenses associated with member redemptions and activities that are related to the administering and marketing of the program. Revenues related to the loyalty program represent variable consideration and are recognized net of redemptions over time based upon loyalty point redemption patterns, which include an estimate of loyalty points that will expire or will never be redeemed.

The Company earns revenue from its Wyndham Rewards co-branded credit card program, which is primarily generated by cardholder spending and the enrollment of new cardholders. The advance payments received under the program are recognized as a contract liability. The program primarily contains two performance obligations: (i) brand performance services, for which revenue is recognized over the contract term on a straight-line basis, and (ii) issuance and redemption of loyalty points, for which revenue is recognized over time based upon the redemption patterns of the loyalty points earned under the program, including an estimate of loyalty points that will expire or will never be redeemed.

The Company provides management services for certain international hotels under management contracts. The Company's standard management agreement typically has a term of 10 to 20 years. The Company's management fees are comprised of base fees, which are typically a specified percentage of gross revenues from hotel operations, and, in some cases, incentive fees, which are typically a specified percentage of a hotel's gross operating profit. The base fees are recognized when the underlying sales occur and the management services are performed. Incentive fees are recognized when determinable, which is when the Company has met hotel operating performance metrics and the Company has determined that a significant reversal of revenues recognized will not occur.

The Company also recognizes reimbursable payroll costs for operational employees and other reimbursable costs at certain of the Company's managed hotels as revenue. In 2024, these costs and revenues relate to the Company's international managed portfolio. Although these costs are funded by hotel owners, accounting guidance requires the Company to report these fees on a gross basis as both revenues and expenses.

The Company recognizes license and other revenues from Wyndham Worldwide ("former Parent"), now known as Travel + Leisure Co. and other affiliates, for use of the "Wyndham" trademark and certain other trademarks.

In addition, the Company earned revenues from its previously two owned hotels (sold in 2022), which consisted primarily of (i) gross room rentals, (ii) food and beverage services and (iii) on-site spa, casino, golf and shop revenues. These revenues were recognized upon the completion of services.

Deferred Revenues

Deferred revenues, or contract liabilities, generally represent payments or consideration received in advance for goods or services that the Company has not yet provided to the customer. Deferred revenues as of December 31, 2024 and 2023 are as follows:

	December 31, 2024	December 31, 2023
Deferred initial franchise fee revenues	$ 145	$ 145
Deferred loyalty program revenues	97	95
Deferred co-branded credit card program revenues	22	3
Deferred other revenues	26	15
Total	$ 290	$ 258

Deferred initial franchise fees represent payments received in advance from prospective franchisees upon the signing of a franchise agreement and are generally recognized to revenue within 13 years. Deferred loyalty revenues represent the portion of loyalty program fees charged to franchisees, net of redemption costs, that have been deferred and will be recognized over time based upon loyalty point redemption patterns. Deferred co-branded credit card program revenue represents payments received in advance from the Company's co-branded credit card partners, primarily for card member activity, which is typically recognized within one year.

Performance Obligations

A performance obligation is a promise in a contract to transfer a distinct good or service to a customer. The consideration received from a customer is allocated to each distinct performance obligation and recognized as revenue when, or as, each performance obligation is satisfied. The following table summarizes the Company's remaining performance obligations for the years set forth below:

	2025	2026	2027	Thereafter	Total
Initial franchise fee revenues	$ 17	$ 8	$ 7	$ 113	$ 145
Loyalty program revenues	60	25	10	2	97
Co-branded credit card program revenues	22	—	—	—	22
Other revenues	22	1	—	3	26
Total	$ 121	$ 34	$ 17	$ 118	$ 290

Disaggregation of Net Revenues

The table below presents a disaggregation of the Company's net revenues from contracts with customers by major services and products for each of the Company's segments:

	Year Ended December 31,		
	2024	2023	2022
Hotel Franchising [a]			
Royalties and franchise fees	$ 555	$ 532	$ 496
Marketing and reservation fees	467	487	457
Loyalty revenue	96	91	86
Management and other fees	10	14	—
License and other fees	119	112	100
Cost reimbursements	4	13	—
Other [b]	157	148	138
Total Hotel Franchising	1,408	1,397	1,277
Hotel Management			
Royalties and franchise fees	n/a	n/a	16
Marketing, reservation and loyalty	n/a	n/a	1
Owned hotel revenues	n/a	n/a	42
Management fees	n/a	n/a	15
Cost reimbursements	n/a	n/a	144
Other	n/a	n/a	3
Total Hotel Management	n/a	n/a	221
Net revenues	$ 1,408	$ 1,397	$ 1,498

(a) For 2024 and 2023, the Hotel Franchising segment includes the former Hotel Management segment, which is primarily comprised of the Company's remaining international full-service managed business.
(b) The Company's other revenues are primarily related to revenues from its co-branded credit card program and property management systems.

Capitalized Contract Costs

The Company incurs certain direct and incremental sales commissions costs in order to obtain hotel franchise contracts. Such costs are capitalized and subsequently amortized, beginning upon hotel opening, over the first non-cancellable period of the agreement. In the event an agreement is terminated prior to the end of the first non-cancellable period, any unamortized cost is immediately expensed. In addition, the Company also capitalizes costs associated with the sale and installation of property management systems to its franchisees, which are amortized over the remaining non-cancellable period of the franchise agreement. As of December 31, 2024 and 2023, capitalized contract costs were $76 million and $68 million, respectively, of which $5 million and $4 million, respectively, were included in other current assets, and $71 million and $64 million, respectively, were included in other non-current assets on the Company's Consolidated Balance Sheets.

4. EARNINGS PER SHARE

The computation of basic and diluted earnings per share ("EPS") is based on net income divided by the basic weighted average number of common shares and diluted weighted average number of common shares, respectively.

The following table sets forth the computation of basic and diluted EPS (in millions, except per-share data) for the years ended December 31:

	2024	2023	2022
Net income	$ 289	$ 289	$ 355
Basic weighted average shares outstanding	79.5	84.4	90.3
Stock options and restricted stock units ("RSUs")[(a)]	0.6	0.5	0.5
Diluted weighted average shares outstanding	80.1	84.9	90.8
Earnings per share:			
Basic	$ 3.64	$ 3.43	$ 3.93
Diluted	3.61	3.41	3.91
Dividends:			
Cash dividends declared per share	$ 1.52	$ 1.40	$ 1.28
Aggregate dividends paid to stockholders	$ 122	$ 118	$ 116

(a) Diluted shares outstanding exclude shares related to stock options which were immaterial for both 2024 and 2023 and 0.4 million for 2022. Diluted shares outstanding exclude shares related to RSUs of 0.3 million, 0.4 million and 0.2 million for 2024, 2023 and 2022, respectively. Such options and RSUs were excluded as their effect would have been anti-dilutive under the treasury stock method.

Stock Repurchase Program

The following table summarizes stock repurchase activity under the current stock repurchase program (in millions, except per share data):

	Shares	Cost	Average Price Per Share
As of December 31, 2023	20.7	$ 1,361	$ 65.69
For the twelve months ended December 31, 2024	4.1	308	75.63
As of December 31, 2024	24.8	$ 1,669	$ 67.32

The Company had $538 million of remaining availability under its program as of December 31, 2024.

5. ACCOUNTS RECEIVABLE

Allowance for Doubtful Accounts

The Company generates trade receivables in the ordinary course of its business and provides for estimated bad debts on such receivables. The Company measures the expected credit losses of its receivables on a collective (pool) basis which aggregates receivables with similar risk characteristics and uses historical collection attrition rates for ten years to estimate its expected credit losses. As such, the Company measures the expected credit losses of its receivables by segment and geographical area. The Company provides an estimate of expected credit losses for its receivables immediately upon origination or acquisition and may adjust this estimate in subsequent reporting periods as required. When the Company determines that an account is not collectible, the account is written-off to the allowance for doubtful accounts. The Company also considers whether the historical economic conditions are comparable to current economic conditions. If current or expected future conditions differ from the conditions in effect when the historical experience was generated, the Company would adjust the allowance for doubtful accounts to reflect the expected effects of the current environment on the collectability of the Company's trade receivables which may be material.

The following table sets forth the activity in the Company's allowance for doubtful accounts on trade accounts receivables for the years ended:

	December 31, 2024	December 31, 2023	December 31, 2022
Beginning balance	$ 60	$ 64	$ 81
Provision for/(recovery of) doubtful accounts	6	3	(2)
Bad debt write-offs	(5)	(7)	(15)
Ending balance	$ 61	$ 60	$ 64

Notes Receivable

As of December 31, 2024 and 2023, the Company had notes receivable of $31 million and $28 million, respectively, net of $1 million allowance for both years, which is primarily included in other non-current assets on the Company's Consolidated Balance Sheets. For a significant portion of such notes receivable, the Company has received guarantees from the owners of these hotels. In addition, the Company had $19 million and $15 million of notes receivable, which is included in other current assets on the Company's Consolidated Balance Sheets as of December 31, 2024 and 2023, respectively, which are fully offset by a corresponding amount in deferred revenues.

6. PROPERTY AND EQUIPMENT, NET

In the fourth quarter of 2024, the Company purchased its corporate headquarters which was previously accounted for as a finance lease. The Company paid $48 million, of which $33 million was recorded to finance lease liability within long-term debt on the Consolidated Balance Sheet and the remaining $15 million was recorded to land and building within property and equipment, net on its Consolidated Balance Sheet. Additionally, the Company recorded an $18 million non-cash reclass representing the net book value of the finance lease asset, to land and building which is reported within property and equipment, net on its Consolidated Balance Sheet. In connection with this transaction, the Company reported $33 million within financing activities as principal payments on finance lease obligations and $15 million within investing activities as property and equipment on its Consolidated Statement of Cash Flows.

Property and equipment, net consisted of:

	As of December 31,	
	2024	2023
Land	7	—
Building	26	—
Building improvements	2	—
Leasehold improvements	1	29
Capitalized software	166	258
Furniture, fixtures and equipment	16	24
Finance leases	—	64
Construction in progress	7	13
	225	388
Less: Accumulated depreciation	131	300
	$ 94	$ 88

The Company recorded depreciation expense of $44 million, $49 million, and $46 million during 2024, 2023 and 2022, respectively, related to property and equipment.

7. INTANGIBLE ASSETS

Intangible assets consisted of the following:

	December 31, 2024	December 31, 2023
	Gross Carrying Amount	Gross Carrying Amount
Goodwill	$ 1,525	$ 1,525

	December 31, 2024			December 31, 2023		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Unamortized intangible assets:						
Trademarks			$ 1,230			$ 1,232
Amortized intangible assets:						
Franchise agreements	$ 912	$ 594	$ 318	$ 913	$ 567	$ 346
Management agreements	1	1	—	1	1	—
Other	—	—	—	1	—	1
	$ 913	$ 595	$ 318	$ 915	$ 568	$ 347

The changes in the carrying amount of goodwill by reporting unit are as follows:

	Balance as of December 31, 2022	Adjustments to Goodwill	Balance as of December 31, 2024
Hotel Franchising	$ 1,441	$ —	$ 1,441
Hotel Management	84	—	84
Total	$ 1,525	$ —	$ 1,525

Amortization expense relating to amortizable intangible assets was as follows for the years ended December 31:

	2024	2023	2022
Franchise agreements	$ 27	$ 26	$ 26
Management agreements	—	1	5
Total [(a)]	$ 27	$ 27	$ 31

(a) Included as a component of depreciation and amortization on the Consolidated Statements of Income.

Based on the Company's amortizable intangible assets as of December 31, 2024, the Company expects related amortization expense as follows:

	Amount
2025	$ 27
2026	26
2027	25
2028	25
2029	24

In March 2022, the Company completed the exit of its select-service hotel management business and received an $84 million termination fee, which under the terms of the agreement with CorePoint Lodging ("CPLG") effectively resulted in the sale of the rights to the management contracts that were acquired as part of the La Quinta Holdings purchase in 2018. The termination fee proceeds were completely offset by the write-off of the remaining balance of the related hotel management contract intangible asset and thus resulted in a full recovery of such asset. The proceeds were reported in

proceeds from asset sales, net on the Consolidated Statement of Cash Flows. The franchise agreements for these hotels remained in place at their stated fee structure.

8. FRANCHISING, MARKETING AND RESERVATION ACTIVITIES

Royalties and franchise fee revenues on the Consolidated Statements of Income include initial franchise fees of $22 million, $16 million and $15 million in 2024, 2023 and 2022, respectively.

In accordance with its franchise agreements, the Company is generally contractually obligated to expend the marketing and reservation fees it collects from franchisees for the operation of an international, centralized, brand-specific reservation system and for marketing purposes such as advertising, promotional and co-marketing programs, and training for the respective franchisees.

Development Advance Notes

The Company may, at its discretion, provide development advance notes to certain franchisees/hotel owners in order to assist them in converting to one of its brands, in building a new hotel to be flagged under one of its brands or in assisting in other franchisee expansion efforts. Provided the franchisee/hotel owner is in compliance with the terms of the franchise agreement, all or a portion of the development advance notes may be forgiven by the Company over the period of the franchise agreement. Otherwise, the related principal is due and payable to the Company. In certain instances, the Company may earn interest on unpaid franchisee development advance notes.

The Company's Consolidated Financial Statements include the following with respect to development advances:

Consolidated Balance Sheets:	As of December 31,	
	2024	2023
Other non-current assets	$ 308	$ 228

During 2024, the Company made a non-cash reclass of $10 million from loan receivables to development advance notes, both of which were reported within other non-current assets. During 2023, the Company made a non-cash reclass of $29 million to development advance notes in connection with the execution of franchise agreements, of which $25 million was from other current assets and $4 million was from other non-current assets.

As a result of the Company's evaluation of the recoverability of the carrying value of the development advance notes, the Company recorded an impairment charge of $10 million during the first quarter of 2024.

Consolidated Statements of Income:	Year Ended December 31,		
	2024	2023	2022
›rgiveness of notes [(a)]	$ 24	$ 15	$ 12
ıpairment [(b)]	10	—	—
ıd debt expense related to notes	—	1	1

(a) Amounts are recorded as a reduction of royalties and franchise fees and marketing, reservation and loyalty revenues on the Consolidated Statements of Income.
(b) Amount is recorded within impairment on the Consolidated Statements of Income.

Restricted Cash

As of December 31, 2024, the Company had $10 million of restricted cash that is reported within other non-current assets on the Condensed Consolidated Balance Sheet. The Company had no restricted cash on its Condensed Consolidated Balance Sheet as of December 31, 2023.

9. ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES

Accrued expenses and other current liabilities consisted of:

	As of December 31,	
	2024	2023
Accrued taxes payable	$ 66	$ 64
Accrued loyalty program liabilities (Note 2)	65	75
Accrued payroll and related expenses	55	57
Accrued self-insurance liabilities	17	21
Accrued professional expenses	14	19
Accrued interest	9	10
Due to former Parent (Note 17)	8	20
Accrued restructuring (Note 16)	5	—
Accrued legal settlements (Note 13)	3	7
Operating lease liabilities (Note 18)	3	4
Accrued marketing expenses	2	4
Other	18	18
	$ 265	$ 299

10. INCOME TAXES

The income tax provision consists of the following:

	Year Ended December 31,		
	2024	2023	2022
Current			
Federal	$ 43	$ 72	$ 116
State	12	14	22
Foreign	20	40	22
	75	126	160
Deferred			
Federal	4	(6)	(30)
State	2	(4)	(9)
Foreign	(2)	(7)	—
	4	(17)	(39)
Provision for income taxes	$ 79	$ 109	$ 121

Pretax income for domestic and foreign operations consisted of the following:

	Year Ended December 31,		
	2024	2023	2022
Domestic	$ 264	$ 332	$ 432
Foreign	104	66	44
Pretax income	$ 368	$ 398	$ 476

Deferred Taxes

Deferred income tax assets and liabilities are comprised of the following:

	As of December 31,	
	2024	**2023**
Deferred income tax assets:		
Accrued liabilities and deferred revenues	$ 85	$ 95
Tax credits [(a)]	8	9
Other comprehensive income and other	16	13
Provision for doubtful accounts	9	8
Net operating loss carryforward [(b)]	20	23
Valuation allowance [(c)]	(19)	(23)
Deferred income tax assets	119	125
Deferred income tax liabilities:		
Depreciation and amortization	404	412
Other comprehensive income and other	34	26
Deferred income tax liabilities	438	438
Net deferred income tax liabilities	$ 319	$ 313
Reported in:		
Other non-current assets	$ 13	$ 12
Deferred income taxes	332	325
Net deferred income tax liabilities	$ 319	$ 313

(a) As of December 31, 2024, the Company had $ 7 million of foreign tax credits. The foreign tax credits expire no later than 2034.
(b) As of December 31, 2024, the Company's net operating loss carryforwards primarily relate to state net operating losses, which are due to expire at various dates, but no later than 2044.
(c) The valuation allowance of $ 19 million as of December 31, 2024 relates to net operating loss carryforwards, certain deferred tax assets and foreign tax credits of $ 9 million, $3 million and $7 million, respectively. The valuation allowance of $23 million as of December 31, 2023 relates to net operating loss carryforwards, certain deferred tax assets and foreign tax credits of $ 12 million, $2 million and $9 million, respectively. The valuation allowance will be reduced when and if the Company determines it is more likely than not that the related deferred income tax assets will be realized.

Although the one-time mandatory deemed repatriation tax during 2017 and the territorial tax system created as a result of U.S. tax reform generally eliminate U.S. federal income taxes on dividends from foreign subsidiaries, the Company continues to assert that all of the undistributed foreign earnings of $143 million will be reinvested indefinitely as of December 31, 2024. In the event the Company determines not to continue to assert that all or part of its undistributed foreign earnings are permanently reinvested, such a determination in the future could result in the accrual and payment of additional foreign withholding taxes and U.S. taxes on currency transaction gains and losses, the determination of which is not practicable due to the complexities associated with the hypothetical calculation.

The Company's effective income tax rate differs from the U.S. federal statutory rate as follows for the years ended December 31:

	2024	2023	2022
Federal statutory rate	21.0 %	21.0 %	21.0 %
State and local income taxes, net of federal tax benefits	3.0	2.5	2.8
Taxes on foreign operations at rates different than U.S. federal statutory rates	0.8	2.6	1.9
Taxes on foreign income, net of tax credits	0.2	0.3	0.4
Nondeductible executive compensation	1.7	1.2	0.7
Foreign-derived intangible income	(1.1)	(0.8)	(0.5)
Valuation allowances	—	0.1	(0.6)
Puerto Rico tax credits	(3.7)	—	—
Other	(0.4)	0.5	(0.3)
	21.5 %	27.4 %	25.4 %

The effective income tax rate for 2024, 2023 and 2022 differs from the U.S. Federal income tax rate of 21% primarily due to state taxes and U.S. and foreign taxes, including withholding taxes on the Company's international operations. During 2024, the effective income tax rate was lower primarily due to tax credits received in Puerto Rico.

The following table summarizes the activity related to the Company's unrecognized tax benefits as of December 31:

	2024	2023	2022
Beginning balance	$ 11	$ 8	$ 7
Increases related to tax positions taken during a prior period	—	7	4
Increases related to tax positions taken during the current period	2	2	—
Decreases related to settlements with taxing authorities	—	(2)	—
Decreases as a result of a lapse of the applicable statute of limitations	(2)	(4)	(3)
Ending balance	$ 11	$ 11	$ 8

The gross amount of the unrecognized tax benefits that, if recognized, would affect the Company's effective tax rate was $11 million as of December 31, 2024 and 2023 and $8 million as of December 31, 2022. The Company recorded both accrued interest and penalties related to unrecognized tax benefits as a component of provision for income taxes on the Consolidated Statements of Income. The amount of potential penalties and interest related to these unrecognized tax benefits recorded in the provision for income taxes were immaterial during 2024, 2023 and 2022. The Company had a liability for potential penalties of $1 million as of December 31, 2024, 2023 and 2022, and potential interest of $3 million as of December 31, 2024 and 2023 and $2 million as of December 31, 2022, respectively. Such liabilities are reported as a component of accrued expenses and other current liabilities and other non-current liabilities on the Consolidated Balance Sheets.

The Company files income tax returns in the U.S. federal and state jurisdictions, as well as in foreign jurisdictions. With certain exceptions, the Company is no longer subject to federal income tax examinations for years prior to 2021. The 2018 through 2023 tax years generally remain subject to examination by many state tax authorities. In significant foreign jurisdictions, the 2017 through the 2023 tax years generally remain subject to examination by their respective tax authorities. The statute of limitations is scheduled to expire and current open examinations are expected to be resolved within 12 months of the reporting date in certain taxing jurisdictions, and the Company therefore believes that it is reasonably possible that the total amount of its unrecognized tax benefits could decrease by $9 million to $10 million, inclusive of interest and penalties.

The Company made cash income tax payments, net of refunds, of $95 million during both 2024 and 2023 and $123 million during 2022.

Various jurisdictions in which the Company operates have enacted the Pillar II directive which establishes a global minimum corporate tax rate of 15% initiated by the Organization for Economic Co-operation and Development with an effective date of January 1, 2024. Based on the Company's current analysis, Pillar II did not have a material impact on its financial results, including its annual estimated effective tax rate or liquidity for 2024.

On August 16, 2022, the Inflation Reduction Act ("IRA") was signed into law in the United States. The IRA did not have a material impact on its financial results, including on its annual estimated effective tax rate or liquidity.

11. LONG-TERM DEBT AND BORROWING ARRANGEMENTS

The Company's indebtedness consisted of:

	As of December 31,			
	2024		2023	
Long-term debt: [a]	**Amount**	**Weighted Average Rate** [b]	**Amount**	**Weighted Average Rate** [b]
$750 million revolving credit facility (due April 2027)	$ 88	7.17%	$ 160	7.30%
$400 million term loan A (due April 2027)	364	7.02%	384	6.82%
$1.5 billion term loan B (due May 2030)	1,515	4.20%	1,123	4.10%
$500 million 4.375% senior unsecured notes (due August 2028)	496	4.38%	495	4.38%
Finance leases	—	4.50%	39	4.50%
Total long-term debt	2,463	4.84%	2,201	4.77%
Less: Current portion of long-term debt	43		37	
Long-term debt	$ 2,420		$ 2,164	

(a) The carrying amount of the term loans and senior unsecured notes are net of deferred debt issuance costs of $ 13 million and $ 16 million as of December 31, 2024 and 2023, respectively. The carrying amount of the term loan B is net of unamortized discounts of $5 million as of both December 31, 2024 and 2023.
(b) Weighted average interest rates are based on the stated interest rate for the year-to-date periods and include the effects from hedging.

Maturities and Capacity

The Company's outstanding debt as of December 31, 2024 matures as follows:

	Long-Term Debt
Within 1 year	$ 43
Between 1 and 2 years	45
Between 2 and 3 years	410
Between 3 and 4 years	512
Between 4 and 5 years	15
Thereafter	1,438
Total	$ 2,463

As of December 31, 2024, the available capacity under the Company's revolving credit facility was as follows:

	Revolving Credit Facility
Total capacity	$ 750
Less: Borrowings	88
Available capacity	$ 662

Long-Term Debt

$750 million Revolving Credit Facility

In April 2022, the Company entered into the Third Amendment to the credit agreement dated May 30, 2018 ("Third Amendment") which amended its original five-year $750 million revolver to extend the term to April 2027. The benchmark rate applicable to the revolver has changed from LIBOR to Secured Overnight Funding Rate ("SOFR"). The revolver is subject to an interest rate equal to, at the Company's option, either (i) a base rate plus a margin ranging from 0.50% to 1.00% or (ii) SOFR, plus a margin ranging from 1.50% to 2.00% and an additional 0.10% SOFR adjustment, in either case based upon the total leverage ratio of the Company and its restricted subsidiaries. The revolver is subject to the same prepayment provisions and covenants applicable to the previous revolver.

The Company had $88 million and $160 million of outstanding borrowings on its revolving credit facility as of December 31, 2024 and 2023, respectively. Such borrowings are included within long-term debt on the Consolidated Balance Sheet.

$400 million Term Loan A Agreement

The Third Amendment provides for a new senior secured term loan A facility ("Term Loan A") in an aggregate principal amount of $400 million maturing in April 2027, the proceeds of which were used to repay a portion of the existing Term Loan B facility in 2022. The Term Loan A is subject to an interest rate equal to, at the Company's option, either (i) a base rate plus a margin ranging from 0.50% to 1.00% or (ii) SOFR, plus a margin ranging from 1.50% to 2.00% and an additional 0.10% SOFR adjustment, in either case based upon the total leverage ratio of the Company and its restricted subsidiaries. The Term Loan A is subject to the same prepayment provisions and covenants applicable to the existing Term Loan B. The Term Loan A is subject to quarterly principal payments as follows: (i) 0.0% per year of the initial principal amount during the first year, (ii) 5.0% per year of the initial principal amount payable in equal quarterly installments during the second and third years and (iii) 7.5% per year of the initial principal amount payable in equal quarterly installments during the fourth and fifth years, with final payments of all amounts outstanding, plus accrued interest, being due on the maturity date in April 2027.

$1.5 billion Term Loan B Agreement

In May 2024, the Company entered into a Fifth Amendment to the credit agreement dated May 30, 2018 (the "Fifth Amendment"), in which the Company repriced all of its Term Loan B loans ("Prior Term Loan B Facility") and borrowed an incremental $400 million. The new Senior Secured Term Loan B Facility ("New Term Loan B") had an outstanding principal balance of $1.5 billion as of December 31, 2024. The incremental proceeds of the New Term Loan B were used for general corporate purposes, including the repayment of then-outstanding balances under the Company's revolving credit facility. The New Term Loan B has substantially the same terms as the Prior Term Loan B Facility. The New Term Loan B bears interest at the Borrower's option at a rate of (a) base rate, plus an applicable rate of 0.75% or (b) Term SOFR, plus an applicable rate of 1.75%. The New Term Loan B is subject to the same prepayment provisions and covenants applicable to the Prior Term Loan B facility.

The Term SOFR with respect to the New Term Loan B is subject to a "floor" of0.00%. The New Term Loan B is subject to the same prepayment provisions and covenants applicable to the Prior Term Loan B facility, subject to customary exceptions and limitations. These provisions include a standard mandatory prepayment provisions including (i) 100% of the net cash proceeds from issuances or incurrence of debt by the Company or any of its restricted subsidiaries (other than with respect to certain permitted indebtedness); (ii) 100% (with step-downs to 50% and 0% based upon achievement of specified first-lien leverage ratios) of the net cash proceeds from certain sales or other dispositions of assets by the Company or any of its restricted subsidiaries in excess of a certain amount and subject to customary reinvestment provisions and certain other exceptions; and (iii) 50% (with step-downs to 25% and 0% based upon achievement of specified first-lien leverage ratios) of annual (commencing with the 2019 fiscal year) excess cash flow of the Company and its restricted subsidiaries, subject to customary exceptions and limitations.

The revolving credit facility and term loans (the "Credit Facilities") are guaranteed, jointly and severally, by certain of the Company's wholly-owned domestic subsidiaries and secured by a first-priority security interest in substantially all of the assets of the Company and those subsidiaries. The Credit Facilities were initially guaranteed by former Parent, which guarantee was released immediately prior to the consummation of the spin-off. The Credit Facilities contain customary covenants that, among other things, restrict, subject to certain exceptions, the Company and its restricted subsidiaries' ability to grant liens on the Company and its restricted subsidiaries' assets, incur indebtedness, sell assets, make investments, engage in acquisitions, mergers or consolidations and pay certain dividends and other restricted payments. The Credit Facilities require the Company to comply with financial maintenance covenants to be tested quarterly, consisting of a maximum first-lien leverage ratio.

Subject to customary conditions and restrictions, the Company may obtain incremental term loans and/or revolving loans in an aggregate amount not to exceed (i) the greater of $650 million and 100% of EBITDA, plus (ii) the amount of all voluntary prepayments and commitment reductions under the Credit Facilities, plus (iii) additional amounts subject to certain leverage-based ratio tests.

The Credit Facilities also contain certain customary events of default, including, but not limited to: (i) failure to pay principal, interest, fees or other amounts under the Credit Facilities when due, taking into account any applicable grace period; (ii) any representation or warranty proving to have been incorrect in any material respect when made; (iii) failure to perform or observe covenants or other terms of the Credit Facilities subject to certain grace periods; (iv) a cross-default and

cross-acceleration with certain other material debt; (v) bankruptcy events; (vi) certain defaults under ERISA; and (vii) the invalidity or impairment of security interests.

The New Term Loan B is subject to equal quarterly amortization of principal of 0.25% of the initial principal amount, starting in the third quarter of 2024, the first full fiscal quarter after the closing date.

4.375% Senior Unsecured Notes

In August 2020, the Company issued $500 million of senior unsecured notes, which mature in 2028 and bear interest at a rate of4.375% per year, for net proceeds of $492 million. Interest is payable semi-annually in arrears on February 15 and August 15 of each year, commencing on February 15, 2021.

Finance Leases

Prior to the fourth quarter of 2024, the Company's finance leases consisted of the lease of its corporate headquarters. In connection with the Company's separation from former Parent, it was assigned the lease for its corporate headquarters located in Parsippany, New Jersey from its former Parent, which resulted in the Company recording a finance lease obligation and asset. In the fourth quarter of 2024, the Company purchased the property for its corporate headquarters. See Note 6, Property and Equipment, net for more details.

Deferred Debt Issuance Costs

The Company classifies deferred debt issuance costs related to its revolving credit facility within other non-current assets on the Consolidated Balance Sheets. Such deferred debt issuance costs were $2 million and $3 million as of December 31, 2024 and 2023, respectively.

Cash Flow Hedge

As of December 31, 2024, the Company has pay-fixed/receive-variable interest rate swaps which hedge the interest rate exposure on $1.4 billion, effectively representing over 94% of the outstanding amount of its term loan B. The interest rate swaps have weighted average fixed rates (plus applicable spreads) ranging from 3.31% to 3.84% based on various effective dates for each of the swap agreements, with $475 million of swaps expiring in the fourth quarter of 2027, $600 million expiring in the second quarter of 2028, and $350 million expiring in the third quarter of 2028. For the year ended December 31, 2024 and 2023, the weighted average fixed rate (plus applicable spreads) for the swaps were 1.86% and 1.77%, respectively. The aggregate fair value of these interest rate swaps was a net asset of $18 million and $13 million as of December 31, 2024 and 2023, respectively, which was included within other non-current assets on the Consolidated Balance Sheets, respectively. The effect of interest rate swaps on interest expense, net on the Consolidated Statements of Income were $36 million of income during both 2024 and 2023 and $2 million of expense during 2022.

There was no hedging ineffectiveness recognized in 2024, 2023 or 2022. The Company expects to reclassify approximately $8 million of gains from AOCI to interest expense during the next 12 months.

Interest Expense, Net

The Company incurred interest expense of $129 million, $108 million and $85 million in 2024, 2023 and 2022, respectively. Cash paid related to such interest was $126 million, $103 million and $82 million for 2024, 2023 and 2022, respectively. Interest income was $5 million, $6 million and $5 million for 2024, 2023 and 2022, respectively.

Early Extinguishment of Debt

The Company incurred non-cash early extinguishment of debt costs of $3 million during both 2024 and 2023 and $2 million during 2022. The 2024 and 2023 amounts relate to the repricing and refinancing of the Company's term loan B, respectively. The 2022 amount relates to the Third Amendment and $400 million partial pay down of its term loan B, as discussed above.

12. FAIR VALUE

The Company measures its financial assets and liabilities at fair value on a recurring basis and utilizes the fair value hierarchy to determine such fair values. Financial assets and liabilities carried at fair value are classified and disclosed in one of the following three categories:

Level 1: Quoted prices for identical instruments in active markets.

Level 2: Quoted prices for similar instruments in active markets; quoted prices for identical or similar instruments in markets that are not active; and model-derived valuations whose inputs are observable or whose significant value driver is observable.

Level 3: Unobservable inputs used when little or no market data is available. In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, the level in the fair value hierarchy within which the fair value measurement falls has been determined based on the lowest level input (closest to Level 3) that is significant to the fair value measurement. The Company's assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment and considers factors specific to the asset or liability.

The fair value of financial instruments is generally determined by reference to market values resulting from trading on a national securities exchange or in an over-the-counter market. In cases where quoted market prices are not available, fair value is based on estimates using present value or other valuation techniques, as appropriate. The carrying amounts of cash and cash equivalents, trade receivables, accounts payable and accrued expenses and other current liabilities approximate fair value due to the short-term maturities of these assets and liabilities. The carrying amounts and estimated fair values of all other financial instruments are as follows:

	December 31, 2024	
	Carrying Amount	Estimated Fair Value
Debt	$ 2,463	$ 2,460

The Company estimates the fair value of its debt using Level 2 inputs based on indicative bids from investment banks or quoted market prices with the exception of finance leases, which are estimated at carrying value.

Financial Instruments

Changes in interest rates and foreign exchange rates expose the Company to market risk. The Company uses cash flow hedges as part of its overall strategy to manage its exposure to market risks associated with fluctuations in interest rates and foreign currency exchange rates. As a matter of policy, the Company only enters into transactions that it believes will be highly effective at offsetting the underlying risk, and it does not use derivatives for trading or speculative purposes. The Company estimates the fair value of its derivatives using Level 2 inputs.

Interest Rate Risk

A portion of debt used to finance the Company's operations is exposed to interest rate fluctuations. The Company uses various hedging strategies and derivative financial instruments to create a desired mix of fixed and floating rate assets and liabilities. Derivative instruments currently used in these hedging strategies include interest rate swaps. The derivatives used to manage the risk associated with the Company's variable-rate debt are derivatives designated as cash flow hedges. See Note 11 - Long-Term Debt and Borrowing Arrangements for the impact of such cash flow hedges.

Foreign Currency Risk

The Company has foreign currency rate exposure to exchange rate fluctuations worldwide, particularly with respect to the Canadian Dollar, Chinese Yuan, Euro, Brazilian Real, British Pound and Argentine Peso. The Company uses foreign currency forward contracts at various times to manage and reduce the foreign currency exchange rate risk associated with its foreign currency denominated receivables and payables, forecasted royalties and forecasted earnings and cash flows of foreign subsidiaries and other transactions. The Company recognized gains from freestanding foreign currency exchange contracts of $3 million during 2024, $3 million of losses during 2023 and $2 million of gains during 2022. Such gains and losses are included in operating expenses in the Consolidated Statements of Income.

The Company accounts for certain countries as a highly inflationary economy, with its exposure primarily related to Argentina. Foreign currency exchange losses related to Argentina were immaterial, $14 million and $4 million during 2024, 2023 and 2022, respectively. Such losses are included in operating expenses in the Consolidated Statements of Income.

Credit Risk and Exposure

The Company is exposed to counterparty credit risk in the event of nonperformance by counterparties to various agreements and sales transactions. The Company manages such risk by evaluating the financial position and creditworthiness of such counterparties and often by requiring collateral in instances in which financing is provided. The Company mitigates

counterparty credit risk associated with its derivative contracts by monitoring the amounts at risk with each counterparty to such contracts, periodically evaluating counterparty creditworthiness and financial position, and where possible, dispersing its risk among multiple counterparties.

Market Risk

The Company is subject to risks relating to the geographic concentration of its hotel properties, which may result in the Company's results of operations being more sensitive to local and regional economic conditions and other factors, including competition, natural disasters and economic downturns, than the Company's results of operations would be, absent such geographic concentrations. Local and regional economic conditions and other factors may differ materially from prevailing conditions in other parts of the world. Excluding cost-reimbursement revenues, which are offset by cost-reimbursement expense, revenues from transactions in the states of Florida and Texas as a percent of U.S. revenues were approximately 18%, and 11% respectively, during 2024, 17% and 10%, respectively, during 2023, 24% and 10%, respectively, during 2022. Revenues in the state of Florida include license and other fees from the Company's former Parent. Excluding these revenues, revenues in the state of Florida as a percent of U.S. revenues were 8%, 7% and 16% during 2024, 2023 and 2022, respectively.

13. COMMITMENTS AND CONTINGENCIES

Litigation

The Company is involved, at times, in claims, legal and regulatory proceedings and governmental inquiries arising in the ordinary course of its business, including but not limited to: breach of contract, fraud and bad faith claims with franchisees in connection with franchise agreements and with owners in connection with management contracts, as well as negligence, breach of contract, fraud, employment, consumer protection and other statutory claims asserted in connection with alleged acts or occurrences at owned, franchised or managed properties or in relation to guest reservations and bookings. The Company may also at times be involved in claims, legal and regulatory proceedings and governmental inquiries relating to bankruptcy proceedings involving efforts to collect receivables from a debtor in bankruptcy, employment matters, claims of infringement upon third parties' intellectual property rights, claims relating to information security, privacy and consumer protection, fiduciary duty/trust claims, tax claims, environmental claims and landlord/tenant disputes. Along with many of its competitors, the Company and/or certain of its subsidiaries have been named as defendants in litigation matters filed in state and federal courts, alleging statutory and common law claims related to purported incidents of sex trafficking at certain franchised and managed hotel facilities. Many of these matters are in the pleading or discovery stages at this time. In certain matters, discovery has closed and the parties are engaged in dispositive motion practice. As of December 31, 2024, the Company is aware of approximately 50 pending matters filed naming the Company and/or subsidiaries. Due to the cadence of litigation filings, dismissals and settlements, including litigants attempting to preserve claims by filing within applicable statutory limitations periods, the number of pending matters may fluctuate from time to time. Based upon the status of these matters, the Company has not made a determination as to the likelihood of any probable loss of any one of these matters and is unable to estimate a range of losses at this time.

The Company records an accrual for legal contingencies when it determines, after consultation with outside counsel, that it is probable that a liability has been incurred and the amount of the loss can be reasonably estimated. In making such determinations, the Company evaluates, among other things, the degree of probability of an unfavorable outcome, and when it is probable that a liability has been incurred, its ability to make a reasonable estimate of loss. The Company reviews these accruals each reporting period and makes revisions based on changes in facts and circumstances, including changes to its strategy in dealing with these matters.

The Company believes that it has adequately accrued for such matters with reserves of $3 million and $7 million as of December 31, 2024 and 2023, respectively. The Company also had receivables for certain matters which are covered by insurance. Such receivables were immaterial as of December 31, 2024 and were $4 million as of December 31, 2023 and are included within other current assets on the Company's Consolidated Balance Sheets. Litigation is inherently unpredictable and, although the Company believes that its accruals are adequate and/or that it has valid defenses in these matters, unfavorable results could occur. As such, an adverse outcome from such proceedings for which claims are awarded in excess of the amounts accrued, if any, could be material to the Company with respect to earnings and/or cash flows in any given reporting period. As of December 31, 2024, the potential exposure resulting from adverse outcomes of such legal proceedings could, in the aggregate, range up to approximately $11 million in excess of recorded accruals. However, the Company does not believe that the impact of such litigation will result in a material liability to the Company in relation to its combined financial position or liquidity.

Guarantees

Separation-Related Guarantees

The Company assumed one-third of certain contingent and other corporate liabilities of former Parent incurred prior to the spin-off, including liabilities of former Parent related to, arising out of or resulting from certain terminated or divested businesses, certain general corporate matters of former Parent and any actions with respect to the separation plan or the distribution made or brought by any third party.

Credit Support Provided and Other Indemnifications Relating to former Parent's Sale of its European Vacation Rentals Business

In May 2018, former Parent completed the sale of its European Vacation Rentals business to Compass IV Limited, an affiliate of Platinum Equity, LLC ("Buyer"). In connection with the sale of the European Vacation Rentals business, the Company provided certain post-closing credit support in the form of guarantees to help ensure that the business meets the requirements of certain credit card service providers, travel association and regulatory authorities. Such post-closing credit support may be enforced or called upon if the European vacation rentals business fails to meet its primary obligation to pay certain amounts when due. The European vacation rentals business has provided an indemnity to former Parent in the event that the post-closing credit support is enforced or called upon.

Pursuant to the terms of the Separation and Distribution Agreement that was entered into in connection with the Company's spin-off, the Company will assume one-third and former Parent will assume two-thirds of losses that may be incurred by former Parent or the Company in the event that these credit support arrangements are enforced or called upon by any beneficiary in respect of any indemnification claims made.

The table below summarizes the post-closing credit support guarantees related to the sale of the European Vacation Rentals business, the fair values of such guarantees and the receivables from its former Parent representing two-thirds of such guarantees as of December 31, 2024:

	Guarantees	Fair Value of Guarantees	Receivable from former Parent
Post-closing credit support at time of sale	$ 81	$ 39	$ 26
Additional post-closing credit support	46	22	15
Total	$ 127	$ 61	$ 41

The fair value of the guarantees was $61 million as of December 31, 2024 and 2023 and were included in other non-current liabilities on the Consolidated Balance Sheets. In connection with these guarantees the Company had receivables from its former Parent of $41 million as of December 31, 2024 and 2023, which were included in other non-current assets on its Consolidated Balance Sheets.

14. STOCK-BASED COMPENSATION

The Company has a stock-based compensation plan available to grant non-qualified stock options, incentive stock options, stock-settled appreciation rights ("SSARs"), RSUs, performance-vesting restricted stock units ("PSUs") and/or other stock-based awards to key employees and non-employee directors. Under the Amended and Restated Wyndham Hotels & Resorts, Inc. 2018 Equity and Incentive Plan ("Stock Plan"), which originally became effective on May 14, 2018 and was amended and restated on November 20, 2024, a maximum of 10.0 million shares of common stock may be awarded. As of December 31, 2024, 4.4 million shares remained available.

During 2024, the Company granted incentive equity awards totaling $36 million to key employees and senior officers in the form of RSUs. The RSUs generally vest ratably over a period of four years based on continuous service. Additionally, the Company approved incentive equity awards to key employees and senior officers in the form of PSUs with a maximum grant value of $18 million. The PSUs generally cliff vest on the third anniversary of the grant date based on continuous service with the number of shares earned (0% to 200% of the target award) dependent upon the extent to which the Company achieves certain performance metrics.

Incentive Equity Awards Granted by the Company

The activity related to the Company's incentive equity awards for the year ended December 31, 2024 consisted of the following:

	RSUs		PSUs	
	Number of RSUs	Weighted Average Grant Price	Number of PSUs	Weighted Average Grant Price
Balance as of December 31, 2023	1.0	$ 72.80	0.5	$ 76.56
Granted [(a)]	0.5	76.94	0.2 [(b)]	76.55
Vested	(0.5)	68.86	(0.1)	65.21
Canceled	(0.1)	76.72	—	—
Balance as of December 31, 2024	0.9 [(c)]	$ 76.55	0.6 [(d)]	$ 78.43

(a) Represents awards granted by the Company primarily in February 2024.
(b) Represents awards granted by the Company at the maximum achievement level of 200% of target payout. Actual shares that may be issued can range from 0% to 200% of target.
(c) RSUs outstanding as of December 31, 2024 have an aggregate unrecognized compensation expense of $ 48 million, which is expected to be recognized over a weighted average period of 2.5 years.
(d) PSUs outstanding as of December 31, 2024 have an aggregate maximum potential unrecognized compensation expense of $ 22 million, which may be recognized over a weighted average period of 1.8 years based on attainment of targets.

There were no stock options granted in 2024 or 2023. The activity related to stock options for the year ended December 31, 2024 consisted of the following:

	Number of Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (Years)	Aggregate Intrinsic Value (in millions)
Outstanding as of December 31, 2023	1.0	$ 55.89		
Granted	—	—		
Exercised	(0.4)	58.43		
Canceled	—	—		
Outstanding as of December 31, 2024	0.6	$ 54.45	2.5	$ 31
Unvested as of December 31, 2024	—	$ —	0	$ —
Exercisable as of December 31, 2024	0.6	$ 54.11	2.5	$ 31

The fair value of stock options granted by the Company were estimated on the date of the grant using the Black-Scholes option-pricing model with the relevant assumptions outlined in the table below. Expected volatility is based on both historical and implied volatilities of the stock of comparable companies over the estimated expected life of the options. The expected life represents the period of time the options are expected to be outstanding. The risk-free interest rate is based on yields on U.S. Treasury strips with a maturity similar to the estimated expected life of the options. The projected dividend yield was based on the Company's anticipated annual dividend divided by the price of the Company's stock on the date of the grant.

Stock-Based Compensation Expense

Stock-based compensation expense was $45 million, $39 million and $33 million for 2024, 2023 and 2022, respectively. For 2024, $2 million of stock-based compensation expense was recorded within both restructuring costs and transaction-related costs on the Consolidated Statements of Income.

15. SEGMENT INFORMATION

Wyndham Hotels' primary segment is Hotel Franchising which principally consists of licensing the Company's lodging brands and providing related services to third-party hotel owners and others. This reportable segment represents the Company's operating segment for which separate financial information is available and is utilized on a regular basis by its chief operating decision maker to assess performance and allocate resources. The Company's chief operating decision maker ("CODM") is the chief executive officer. In identifying its reportable segment, the Company also considers the nature of services provided by its operating segment. Due to the adoption of the 2023 Accounting Update, the Company changed its primary measure of segment profit or loss from adjusted EBITDA to net income. The CODM evaluates the operating results of the Company on a consolidated basis based upon net revenues and net income, which is the measure of profit or loss that is most consistent with GAAP measurement principles and is used by the CODM internally to assess operating performance. The CODM also uses adjusted EBITDA to evaluate the operating results of its Hotel Franchising reportable segment.

Beginning with the first quarter of 2023, as a result of the changes in its Hotel Management segment including the exit from the select-service management business, the sale of its two owned hotels and the exit from substantially all of its U.S. full-service management business, the Hotel Management segment no longer met the quantitative thresholds to be disclosed as a reportable segment. As a result, the Company has aggregated, on a prospective basis, the remaining hotel management business, which is predominately the full-service international managed business within its Hotel Franchising segment.

Provided below is the Company's segment profitability measure and significant segment expenses.

	Year Ended December 31,	
	2024	2023
Net revenues	$ 1,408	$ 1,397
Less expenses [a]		
Compensation	(255)	(241)
Selling and advertising	(119)	(136)
Outsourced services and information technology [b]	(127)	(120)
Professional fees	(90)	(85)
Other segment items [c]	(189)	(209)
Corporate expenses [d]	(339)	(317)
Consolidated net income	$ 289	$ 289

(a) The significant expense categories and amounts align with the segment-level information that is regularly provided to the Company's CODM.
(b) Information technology costs primarily include maintenance costs and software as a service cost.
(c) Other segment items include depreciation and amortization, stock-based compensation, restructuring costs, impairment charge, cost reimbursements, travel and entertainment, insurance and other operating expenses.
(d) Corporate expenses include interest expense, net, transaction and separation-related expenses, provision for income taxes, early extinguishment of debt, compensation costs, and other overhead costs.

Provided below is the Company's significant segment expense disclosure for 2022. Due to the adoption of the 2023 Accounting Update, the Company is a single reporting segment managed on a consolidated basis and therefore the 2023 and 2024 significant segment expense disclosure is not comparable to 2022 as the Company had two reportable segments.

	Year Ended December 31, 2022		
	Hotel Franchising	**Hotel Management**	**Total**
et revenues	$ 1,277	$ 221	$ 1,498
ss expenses [a]			
Compensation	(213)	(9)	
elling and advertising	(134)	—	
utsourced services and information technology [b]	(119)	(1)	
Professional fees	(80)	(2)	
ther segment items [c]	(148)	(148)	
egment net income	$ 583	$ 61	$ 644
conciliation of profit or loss (segment profit/(loss))			
djustments and reconciling items			
orporate [d]			(289)
nsolidated net income			$ 355

(a) The significant expense categories and amounts align with the segment-level information that is regularly provided to the Company's CODM.
(b) Information technology costs primarily include maintenance costs and software as a service cost.
(c) Other segment items include depreciation and amortization, stock-based compensation, gain on asset sale, net, cost reimbursements, travel and entertainment, insurance and other operating expenses.
(d) Corporate includes provision for income taxes, interest expense, net, compensation costs, and other overhead costs.

Provided below is the Company's segment disclosure for certain financial information for 2022. Due to the adoption of the 2023 Accounting Update, the Company is a single reporting segment managed on a consolidated basis and therefore the 2023 and 2024 information is provided elsewhere in the financial statements.

	Hotel Franchising [a]	**Hotel Management**	**Corporate [b]**	**Total**
ar Ended or as of December 31, 2022				
Depreciation and amortization	$ 63	$ 5	$ 9	$ 77
gment assets	3,711	113	299	4,123
Capital expenditures	33	—	6	39

(a) For 2024 and 2023, the Hotel Franchising segment includes the former Hotel Management segment, which is primarily comprised of the Company's remaining international full-service managed business.
(b) Includes the elimination of transactions between segments.

The geographic segment information provided below is classified based on the geographic location of the Company's subsidiaries.

	United States	All Other Countries [a]	Total
Year Ended or As of December 31, 2024			
Net revenues	$ 1,125	$ 283	$ 1,408
Net long-lived assets	2,979	188	3,167
Year Ended or As of December 31, 2023			
Net revenues	$ 1,142	$ 255	$ 1,397
Net long-lived assets	3,002	190	3,192
Year Ended or As of December 31, 2022			
Net revenues	$ 1,271	$ 227	$ 1,498
Net long-lived assets	3,126	104	3,230

(a) Includes U.S. territories.

16. OTHER EXPENSES AND CHARGES

Transaction-Related

The Company recognized transaction-related expenses of $47 million during the year ended December 31, 2024, primarily related to costs associated with the failed hostile takeover defense and costs related to the repricing of the Company's term loan B. Such amounts primarily consisted of legal and advisory costs. The Company recognized transaction-related expenses of $11 million during the year ended December 31, 2023 related to corporate transactions, including costs associated with the failed hostile takeover defense and the refinancing of the Company's term loan B. The following table presents activity for the year ended December 31, 2024:

		2024 Activity			
	Liability as of December 31, 2023 [a]	Costs Recognized	Cash Payments	Other [b]	Liability as of December 31, 2024 [a]
Hostile takeover defense	$ 7	$ 43	$ (47)	$ (3)	$ —
Debt repricing	—	4	(4)	—	—
Total accrued transaction-related expenses	$ 7	$ 47	$ (51)	$ (3)	$ —

(a) Reported within accrued expenses and other current liabilities on the Consolidated Balance Sheets.
(b) Represents non-cash retention-related payments in Company stock.

Impairment

As a result of the Company's evaluation of the recoverability of the carrying value of certain assets, the Company recorded an impairment charge of $12 million, primarily related to development advance notes, during the first quarter of 2024. The impairment charge was reported within the impairment line item on the Consolidated Statements of Income.

Restructuring

During 2024, the Company approved a restructuring plan focused on enhancing its organizational efficiency. As a result, during 2024, the Company incurred $15 million of restructuring expenses, relating to 135 employees primarily in its Hotel Franchising segment. The following table presents activity for the year ended December 31, 2024:

	Liability as of December 31, 2023 [a]	2024 Activity			Liability as of December 31, 2024 [a]
		Costs Recognized	Cash Payments	Other [b]	
2024 Plan					
Personnel-related	$ —	$ 15	$ (8)	$ (2)	$ 5
Total accrued restructuring	$ —	$ 15	$ (8)	$ (2)	$ 5

(a) Reported within accrued expenses and other current liabilities on the Consolidated Balance Sheets.
(b) Represents non-cash payments in Company stock.

Separation-Related

Separation-related costs associated with the Company's spin-off from former parent were $1 million of income during 2024, which were primarily due to the reversal of a reserve related to the expiration of a tax matter. The Company recognized expenses of $1 million during both 2023 and 2022, which primarily consisted of legal and tax-related costs.

Gain on Asset Sale, Net

In March 2022, the Company completed the sale of its Wyndham Grand Bonnet Creek Resort for gross proceeds of $121 million ($118 million, net of transaction costs) and recognized a $35 million gain, net of transaction costs, for the year ended December 31, 2022. Such amounts were attributable to the Company's hotel management business and were reported within gain on asset sale, net on the Consolidated Statement of Income. Additionally, the Company entered into a 20 year franchise agreement with the buyer.

In May 2022, the Company completed the sale of its Wyndham Grand Rio Mar Resort for gross proceeds of $62 million ($61 million, net of transaction costs). There was no gain or loss on the sale. Additionally, the Company entered into a 20 year franchise agreement with the buyer.

17. TRANSACTIONS WITH FORMER PARENT

The Company has a number of arrangements with its former Parent for services provided between both parties as described below.

License Agreement and Other Agreements with Former Parent

In connection with the Company's spin-off, the Company and former Parent entered into long-term exclusive license agreements to retain former Parents' affiliations with one of the hospitality industry's top-rated loyalty programs, Wyndham Rewards, as well as to continue to collaborate on inventory-sharing and customer cross-sell initiatives.

In connection with the Company's license, development and non-competition agreement, the Company recorded license fees from former Parent in the amounts of $94 million, $90 million and $83 million during 2024, 2023 and 2022, respectively. Further, the Company recorded revenues of $19 million, $15 million and $10 million during 2024, 2023 and 2022, respectively, for activities associated with the Wyndham Rewards program. The Company also recorded license fees from a former affiliate of $6 million during 2024 and $7 million during both and 2023 and 2022. Such fees are recorded within license and other fees on the Consolidated Statements of Income.

Transfer of Former Parent Liabilities and Issuances of Guarantees to Former Parent and Affiliates

Upon the distribution of the Company's common stock to former Parent stockholders, the Company entered into certain guarantee commitments with its former Parent. These guarantee arrangements relate to certain former Parent contingent tax and other corporate liabilities. The Company assumed and is responsible for one-third of such contingent liabilities while its former Parent is responsible for the remaining two-thirds. The amount of liabilities assumed by the Company in connection with the spin-off was $8 million and $20 million as of December 31, 2024 and 2023, respectively, which were included

within accrued expenses and other current liabilities on its Consolidated Balance Sheets. In addition, the Company had $3 million of receivables due from former Parent as of December 31, 2023 which were included within current assets on its Consolidated Balance Sheets. Such receivables were immaterial as of December 31, 2024.

18. LEASES

The Company leases property and equipment under finance and operating leases. For leases with terms greater than one year, the Company records the related asset and obligation at the present value of lease payments over the term. The Company does not separate lease and non-lease components of equipment leases.

In the fourth quarter of 2024, the Company purchased the property for its corporate headquarters which was previously accounted for as a finance lease. See Note 6, Property and Equipment, net for more details.

The table below presents the lease-related assets and liabilities recorded on the Consolidated Balance Sheets.

	Classification on the Balance Sheets	December 31, 2024	December 31, 2023
Assets			
Operating lease assets	Other non-current assets	$ 10	$ 10
Finance lease assets	Property and equipment, net	—	22
Total lease assets		$ 10	$ 32
Liabilities			
Current			
Operating lease liabilities	Accrued expenses and other current liabilities	$ 3	$ 4
Finance lease liabilities	Current portion of long-term debt	—	6
Non-current			
Operating lease liabilities	Other non-current liabilities	6	6
Finance lease liabilities	Long-term debt	—	33
Total lease liabilities		$ 9	$ 49

The table below presents the remaining lease term and discount rates for finance and operating leases.

	December 31, 2024	December 31, 2023
Weighted-average remaining lease term		
Operating leases	3.3 years	3.6 years
Finance leases	0	5.7 years
Weighted-average discount rate		
Operating leases	5.4 %	4.9 %
Finance leases	4.5 %	4.3 %

Undiscounted Cash Flows

The table below reconciles the undiscounted cash flows for each of the first five years and total of the remaining years to the operating lease liabilities recorded on the Company's Consolidated Balance Sheet as of December 31, 2024.

2025	$ 4
2026	3
2027	2
2028	1
2029	—
Thereafter	—
Total minimum lease payments	10
Less: amount of lease payments representing interest	1
Present value of future minimum lease payments	9
Less: current obligations under leases	3
Long-term lease obligations	$ 6

Other Information

The Company recorded the following related to leases on the Consolidated Financial Statements:

Consolidated Statements of Cash Flows:	Year Ended December 31,		
	2024	**2023**	**2022**
Operating activities			
Cash payments related to operating and finance leases	$ 6	$ 6	$ 6
Financing activities			
Cash payments related to finance leases	39 [(a)]	5	5

(a) 2024 finance lease payments include $33 million relating to the purchase of the Company's corporate headquarters.

Consolidated Statements of Income:	Year Ended December 31,		
	2024	**2023**	**2022**
perating lease expense	$ [illegible]	$ [illegible]	4
nance lease expense			
Amortization of right-of-use assets	4	4	4
nterest expense	1	2	2

19. ACCUMULATED OTHER COMPREHENSIVE INCOME/(LOSS)

The components of AOCI are as follows:

Net of Tax	**Foreign Currency Translation Adjustments**	**Cash Flow Hedges**	**Accumulated Other Comprehensive Income/(Loss)**
Balance as of December 31, 2021	$ 2	$ (17)	$ (15)
Period change	(5)	58	53
Balance as of December 31, 2022	$ (3)	$ 41	$ 38
Period change	12	(31)	(19)
Balance as of December 31, 2023	$ 9	$ 10	$ 19
Period change	(6)	4	(2)
Balance as of December 31, 2024	$ 3	$ 14	$ 17

GUARANTY OF PERFORMANCE

For value received, WYNDHAM HOTELS & RESORTS, INC., a Delaware corporation, located at 22 Sylvan Way, Parsippany, New Jersey 07054, USA, absolutely and unconditionally guarantees the performance by its indirect subsidiary, HAWTHORN SUITES FRANCHISING, INC., a Georgia corporation, with its registered office located at 22 Sylvan Way, Parsippany, New Jersey 07054, USA, as franchisor, of all its obligations in accordance with the terms and conditions of its franchise or license agreements and other agreements issued pursuant to the Hawthorn Franchise Disclosure Document and entered into from and after the date hereof as such franchise, license and other agreements shall have been or may hereafter be amended, modified, renewed or extended from time to time. This Guaranty shall continue in force until all such obligations of HAWTHORN SUITES FRANCHISING, INC. shall have been satisfied or until such liability of HAWTHORN SUITES FRANCHISING, INC. to such franchisees or licensees has been completely discharged, whichever first occur. WYNDHAM HOTELS & RESORTS, INC. shall not be discharged from liability hereunder as long as any such claim by a franchisee or licensee against HAWTHORN SUITES FRANCHISING, INC. remains outstanding. Notice of acceptance is waived. Notice of default on the part of HAWTHORN SUITES FRANCHISING, INC. is not waived. This Guaranty shall be binding upon WYNDHAM HOTELS & RESORTS, INC., its successors and assigns.

IN WITNESS WHEREOF, WYNDHAM HOTELS & RESORTS, INC. has, by a duly authorized officer, executed this Guaranty of Performance in Parsippany, New Jersey as of the 31st day of March 2025.

WYNDHAM HOTELS & RESORTS, INC.
a Delaware corporation

By:_____
Michele Allen
Chief Financial Officer

ATTEST:

By:_____
Michael Heistein
Senior Vice President, Legal

EXHIBIT E-1

EXHIBIT E-1
HAWTHORN SUITES FRANCHISING, INC.
US OPEN AND OPERATING FACILITIES
AS OF 12/31/2024

SITE ADDRESS	CITY	STATE	ZIP	CONTACT	ENTITY NAME
1149 E. SUNRISE AVE.	KINGMAN	AZ	86401	(480) 264-3240	WESTERN SKIES HOSPITALITY INC
1628 WEBSTER ST.	ALAMEDA	CA	94501	(510) 381-7221	ALAMEDA HOSPITALITY, LLC
1700 N. LIVERMORE AVE.	LIVERMORE	CA	94551	(408) 693-1303	LIVERMORE HOTEL CORP.
314 SOSCOL AVE.	NAPA	CA	94559-4006	(707) 226-1878	WINE COUNTRY HOSPITALITY, LLC
12180 TRIBUTARY POINT DR.	RANCHO CORDOVA	CA	95670	(707) 206-5748	UMAR, INC.
11750 DUNIA RD.	VICTORVILLE	CA	92392-7656	(619) 474-2800	SPRINGFIELD TRAMP LLC
5360 RONALD REAGAN BLVD	JOHNSTOWN	CO	80534	(970) 372-8699	LOVELAND HOSPITALITY INC.
3557 PINE RIDGE RD.	NAPLES	FL	34109	(281) 948-3023	PINE RIDGE NAPLES HOTEL, LLC
8303 PALM PARKWAY	ORLANDO	FL	32836	(407) 992-0430	SKY RESORT MANAGEMENT, LLC
7909 PANAMA CITY BEACH PARKWAY	PANAMA CITY BEACH	FL	32408	(850) 588-4119	7909 PCB, LLC
301 LAMBERTON DR.	WEST PALM BEACH	FL	33401	MWCMC@YAHOO.COM	D R PALM BEACH, INC.
1659 CENTENNIAL PARKWAY NE	CONYERS	GA	30013-6547	(770) 757-5902	OHM CONYERS LODGING LLC
1323 EAST KING AVENUE	KINGSLAND	GA	31548	(703) 400-0592	KINGS BAY HOTEL MANAGEMENT LLC

SITE ADDRESS	CITY	STATE	ZIP	CONTACT	ENTITY NAME
100/110 WEST 2ND AVE.	ROME	GA	30161	WESLEY@YONAH.COM	BATTEY DOWNTOWN, LLC
1 LYON CT.	BLOOMINGTON	IL	61701	(630) 212-4046	YOGINE INC.
2370 S. MT. ZION ROAD	DECATUR	IL	62521	(630) 842-3330	DECATUR INVESTMENTS LLC
4919 LIMA ROAD	FORT WAYNE	IN	46808	(260) 484-4700	SUNSHINE HOSPITALITY LLC
411 SOUTH WEBB ROAD	WICHITA	KS	67207	(316) 686-7331	SAM CAPITAL VENTURE INC
5500 W KELLOG DRIVE	WICHITA	KS	67209	(316) 943-2373	HOOVER HOSPITALITY LLC
751 CYPRESS STATION DR.	LOUISVILLE	KY	40207	(817) 412-9207	CYPRESS STATION DRIVE LLC
400 ARENA RD.	SULPHUR	LA	70665	(832) 233-9019	VICTOR HOSPITALITY LLC
215 HIGH ST.	ELLSWORTH	ME	04605	(617) 770-3722	GIRI ELLSWORTH, INC.
239 SAINT ROBERT BLVD	SAINT ROBERT	MO	65584	(847) 361-0606	FORTUNE CIRCLE HOTELS LLC
1170 ROUGHRIDER BOULEVARD	DICKINSON	ND	58601	(320) 529-2831	DICKINSON HOMSTAY, LLC
800 37TH AVENUE SW	MINOT	ND	58701	(701) 640-1371	TPS MINOT LLC
3701 4TH AVENUE WEST	WILLISTON	ND	58801	(320) 529-2831	WILLISTON HOMSTAY SUITES, LLC
3320-24 ROUTE 38	MOUNT LAUREL	NJ	08054	(856) 489-3334	THE FALLS GROUP LLC
90 PARK ROAD	TINTON FALLS	NJ	07724	(856) 404-7455	TINTON FALLS NJ LLC
1511 GIBSON BOULEVARD SE	ALBUQUERQUE	NM	87106	(480) 586-1606	PARAMOUNT NEW MEXICO INVESTOR GROUP, LLC
5220 N LOVINGTON HWY	HOBBS	NM	88240	(575) 391-0282	RANI HOTELS LLC
910 S. BOULDER HWY	HENDERSON	NV	89015	(214) 499-7909	T.L. VERMA CORPORATION

SITE ADDRESS	CITY	STATE	ZIP	CONTACT	ENTITY NAME
8005 SHERIDAN DRIVE	WILLIAMSVILLE	NY	14221	(716) 953-3647	8005 SHERIDAN DR LLC
11180 DOWLIN DR.	CINCINNATI	OH	45241	(317) 966-0069	AMBAJI LLC
9369 WATERSTONE BLVD.	CINCINNATI	OH	45249	SUSHILNASTA@GMAIL.COM	QUADRANT WATERSTONE LLC
5505 KEIM CIRCLE	COLUMBUS	OH	43228	(614) 853-6199	KDM AND ASSOCIATES, LLC
6191 QUARTER HORSE DRIVE	COLUMBUS	OH	43229	(646) 329-4538	AMERICAN CHAMPION HOTELS & RESORTS LLC
7070 POE AVENUE	DAYTON	OH	45414	(937) 898-7764	SINGH 5 HOSPITALITY, INC. - DAYTON OH
51110 NATIONAL ROAD EAST	SAINT CLAIRSVILLE	OH	43950	(304) 232-5411	CENTURY HOSPITALITY-ST. CLAIRSVILLE, LLC
5025 PARK AVE. WEST	SEVILLE	OH	44273	(614) 264-5577	PARKASH & PRASHAR HOSPITALITY, INC.
2602 RINA PARK RD.	ARDMORE	OK	73401	(580) 220-2990	KRISHNA 123 CORPORATION
5701 TINKER DIAGONAL	MIDWEST CITY	OK	73110	(405) 640-3201	MIDWEST HOSPITALITY, INC.
417 S. MERIDIAN AVE	OKLAHOMA CITY	OK	73108	(806) 683-8685	MERIDIAN JOSEPH INVESTMENTS LLC
8061 PEACH STREET	ERIE	PA	16509	(814) 315-2589	SCOTT'S RESORTS LLC
7720 MAIN STREET	FOGELSVILLE	PA	18051	(610) 366-9422	HARI PRASAD, INC
2045 LINCOLN HIGHWAY EAST	LANCASTER	PA	17602	(717) 290-7100	MAA LAXMI, INC.
1539 HORSESHOE DRIVE	COLUMBIA	SC	29223	(909) 935-9966	RIYA HOSPITALITY LLC

SITE ADDRESS	CITY	STATE	ZIP	CONTACT	ENTITY NAME
7645 NORTHWOODS BLVD.	NORTH CHARLESTON	SC	29406	(843) 572-5757	PSM HOSPITALITY, LLC
1317 KIRBY ROAD	KNOXVILLE	TN	37909	(615) 973-7429	RAMA PAPERMILL, LLC
1010 UNIVERSITY DRIVE EAST	COLLEGE STATION	TX	77840	(901) 488-0007	SMIT COLLEGE STATION LLC
1442 S. PADRE ISLAND DR.	CORPUS CHRISTI	TX	78416	(361) 549-3411	ISLANDER INVESTMENT, INC.
15201 WINDWARD DR.	CORPUS CHRISTI	TX	78418	(361) 442-5323	WINDWARD HOSPITALITY LTD.
273 EAST CANTU ROAD	DEL RIO	TX	78840	(757) 632-9036	MICHAEL FORREST
I-35 & CENTRE PARK BLVD	DESOTO	TX	75115	(817) 293-5800	OM SHIVAM HOSPITALITY LLC
6789 BOEING DR.	EL PASO	TX	79925	(915) 842-0040	MANIR PROPERTIES IV, LLC
7825 HEATHROW DRIVE	IRVING	TX	75063	JAIMINPATEL1019@GMAIL.COM	HEATHROW LODGING LP
2323 IMPERIAL DR.	IRVING	TX	75062	(402) 212-6649	ISA HOSPITALITY, INC.
24450 EASTEX FWY	KINGWOOD	TX	77339	(416) 315-2437	KIRBY CAPITAL GROUP LP
4435 MARSHA SHARP FWY	LUBBOCK	TX	79407	(214) 454-4728	SHIV GANGE II, LLC
4801 WEST EXPRESSWAY 83	MCALLEN	TX	78503-8523	(956) 227-5446	LORAM MANAGEMENT SERVICES, LLC
5708 STARBOARD DRIVE	MIDLAND	TX	79706	(254) 744-1507	VANSH HOTEL, LLC
1607 S STOCKTON AVE	MONAHANS	TX	79756	(563) 676-0993	DRPB HOSPITALITY LLC

SITE ADDRESS	CITY	STATE	ZIP	CONTACT	ENTITY NAME
201 SOUTH JBS PARKWAY	ODESSA	TX	79762	(432) 352-1845	SAMSA HS, LLC
1408 TOWN CENTER DR	PFLUGERVILLE	TX	78660	(757) 632-9036	TRES PRIMOS LLC
7440 MEMORIAL BLVD	PORT ARTHUR	TX	77642	(409) 351-4555	SANDALWOOD HOTEL LLC
250 MUNICIPAL DRIVE	RICHARDSON	TX	75080	(972) 669-1000	HRS HOSPITALITY LLC
5750 SHERWOOD WAY	SAN ANGELO	TX	76901	PPATIDAR29@YAHOO.COM	FOUR DIA, LLC
36 BLAIR PARK ROAD	WILLISTON	VT	05495	(929) 920-1229	VT HOTEL GROUP LLC
335 W. SAINT JOSEPH ST.	GREEN BAY	WI	54301	(908) 812-4966	CLEVELAND HOTEL ASSOCIATES, LLC
1001 W. COLLEGE AVE	OAK CREEK	WI	53154	(213) 675-9646	NIRVAIR HOSPITALITY LLC
75 SOUTH VIEW DR.	BRIDGEPORT	WV	26330	(304) 232-5411	CENTURY HOSPITALITY-BRIDGEPORT, LLC
20 BOB WISE DRIVE	TRIADELPHIA	WV	26059	(304) 232-5411	CENTURY HOSPITALITY 3D, LLC

EXHIBIT E-1
HAWTHORN SUITES FRANCHISING, INC.
US FRANCHISE AGREEMENTS SIGNED BUT NOT OPENED
AS OF 12/31/2024

SITE ADDRESS	CITY	STATE	ZIP	CONTACT	ENTITY NAME
2301 MT OLIVE RD	GARDENDALE	AL	35071	SMITH.JOSHAGENCY@GMAIL.COM	JOSH SMITH
3170 LEEMAN FERRY RD SW	HUNTSVILLE	AL	35801	AHIBBARD@ATLANTIC.CAPITAL	RIVERMONT HOSPITALITY, LLC

SITE ADDRESS	CITY	STATE	ZIP	CONTACT	ENTITY NAME
SWANCOTT RD & PEOPLES RD	MADISON	AL	35758	RUSHIL@PRIMEGROUPDEV.COM	RUSHIL CHOKSI
8554 HIGHWAY 72	MADISON	AL	35758	PRITESH47@YAHOO.COM	PRITESH PATEL
10920 FINANCIAL CENTRE PKWY	LITTLE ROCK	AR	72211	(903) 407-2800	OUTSTANDING HOSPITALITY LLC
1300 S 48TH STREET	SPRINGDALE	AR	72762	(270) 349-1111	SHRI GURU HOSPITALITY, LLC
FINNIE FLAT RD. & HOMESTEAD PARKWAY	CAMP VERDE	AZ	86322	(928) 524-1170	ANAND BHAKTA
NE CORNER OF PECOS AND SOSSAMAN RD	MESA	AZ	85212	(602) 508-3565	SKYPLUS HOTEL, CORP
HAUL ROAD & HWY 89	PAGE	AZ	86040	GOURIJOSHI@HOTMAIL.COM	DEL SOL PAGE LLC
750 WEST RIVERSIDE DR.	PARKER	AZ	85344	(801) 710-8574	MARK YARDLEY
AIR EXPY (AIR BASE RD) AND PALM STREET	ADELANTO	CA	92301	MISHAEL490@GMAIL.COM	AARON MISHAEL
SAND CREEK & SHADY WILLOW LANE	BRENTWOOD	CA	94513	SUNNY@AELIUSMANAGEMENTGROUP.COM	AELIUS MANAGEMENT GROUP
5060 HAMNER AVENUE	EASTVALE	CA	91752	(999) 999-9999	HIGHLAND HOSPITALITY LLC
CORNER OF SLOVER AVENUE AND JUNIPER AVENUE	FONTANA	CA	92335	(999) 999-9999	HIGHLAND HOSPITALITY LLC

SITE ADDRESS	CITY	STATE	ZIP	CONTACT	ENTITY NAME
GREENSPOT ROAD & 210 FWY	HIGHLAND	CA	92346	(909) 796-0553	ED HADDAD
12461 JACKSON GATE RD	JACKSON	CA	95642	SEAN@LGMCONSTRUCTION.COM	RON REGAN AND SEAN REGAN, INDIVIDUALS
ANTELOPE ROAD AND BAXTER ROAD	MURRIETA	CA	92563	SAJALCHAWLA@ARALIALIVING.COM	LA QUINTA MURRIETA, LLC
W. ELKHORN BLVD. & BEAR PAW DR.	SACRAMENTO	CA	95835	(209) 601-6265	AJAYPAL SINGH BATH & HARMANPREET SINGH DHILLON
12019 SOUTH HIGHLAND AVENUE	SELMA	CA	93662	(559) 352-7001	JOSAN & JOSAN, INC
5044 WEST LN	STOCKTON	CA	95210	SYEDKHAN247@GMAIL.COM	KAPALUA REAL ESTATE INVESTMENTS INC
7294 W US HWY 160 LOC A	ALAMOSA	CO	81101	(817) 455-7225	RODNEY MONDRAGON AND MICHELLE MONDRAGON
TOWNSEND AND MONTROSE DR.	MONTROSE	CO	81401	(505) 244-1114	PEAK HOSPITALITY, LLC
19302 COTTONWOOD DR	PARKER	CO	80138-8696	(303) 221-2453	COLORADO WORLD RESORTS, LLC
WEITZEL ST. & SWETSVILLE ZOO RD.	TIMNATH	CO	80547	(720) 849-2462	CAMILLE CAVE
116 NEWTOWN ROAD	DANBURY	CT	6810	(914) 773-6220	DP39, LLC AND AE7, LLC

SITE ADDRESS	CITY	STATE	ZIP	CONTACT	ENTITY NAME
400 SARGENT DRIVE	NEW HAVEN	CT	6511	(908) 444-8139	NEW HAVEN LODGING, LLC
3301 ULMERTON ROAD	CLEARWATER	FL	33762	(908) 444-8139	CLW LODGING, LLC
999 WEST CYPRESS CREEK ROAD	FORT LAUDERDALE	FL	33309	(561) 603-8680	CYPRESS CREEK ENTERPRISES, LLC
10858 MOSS ROSE WAY	ORLANDO	FL	32832	(813) 964-0967	ARJUN CHOUDHARY
8561 US 301	WILDWOOD	FL	34785	AILEEN@GOTAXTEAM.COM	SWEET SIX DEVELOPMENTS LLC
I-95 & HWY 92	ACWORTH	GA	30102	(770) 743-8645	TIMES SQUARE ACWORTH INC.
HIGHWAY 400 AND WINDWARD PARKWAY	ALPHARETTA	GA	30005	(678) 522-5058	KARMA DEVELOPERS LLC
166 CLASSIC ROAD	ATHENS	GA	30606	GOLDENFORESTHOSPITALITY@GMAIL.COM	GOLDEN FOREST HOSPITALITY, LLC
3038 WASHINGTON RD.	AUGUSTA	GA	30907	(425) 212-8188	WYNN HOTELS OF AUGUSTA LLC
INTERSTATE 85 AND HIGHWAY 20	BUFORD	GA	30519	(678) 522-5058	KARMA DEVELOPERS LLC
NEC I-75 AND HWY 49	BYRON	GA	31008	(478) 714-0300	SWAMI KRUPA LLC
I-75 & HWY 53	CALHOUN	GA	30701	(423) 605-1080	MANISHA INVESTMENTS, LLC

SITE ADDRESS	CITY	STATE	ZIP	CONTACT	ENTITY NAME
I-75 & EAST MAIN STREET	CARTERSVILLE	GA	30121	(706) 506-2109	BILLAL JAVAID & KHALID JAVAID
146 OLD ALLATOONA RD SE	EMERSON	GA	30121	(714) 855-8104	KA PHX THOMAS, LLC
0 COURTNEY DRIVE	FOREST PARK	GA	30297	SBERNARD@TPIGROUPGA.COM	JASBER HOSPITALITY GROUP, LLC
I-85 AND SUGARLOAF PARKWAY	SUWANEE	GA	30024	(678) 522-5058	KARMA DEVELOPERS LLC
2102 MEMORIAL DRIVE	WAYCROSS	GA	31501	ADIDEVGROUPLLC@GMAIL.COM	ADIDEV GROUP LLC
NEC OF JOHN F KENNEDY ROAD & NW ARTERIAL	DUBUQUE	IA	52002	MATT@SWITCH-HOMES.COM	SWITCH DEVELOPMENT, LLC
E. CHISHOLM DR. & E. FARGO AVE.	NAMPA	ID	83687	RVBOOMEN@GMAIL.COM	RICK VANDEN BOOMEN
3703 WEST LAKE AVENUE	GLENVIEW	IL	60026	(773) 294-1491	M2G USA INVESTMENTS INC.
1001 WEST KILLARNEY	URBANA	IL	61801	(217) 328-7900	VIDHI 3 LLC
100 BLACKBURN LANE	DRY RIDGE	KY	41035	(859) 523-5148	PRADIPKUMAR PATEL & KUNAL PATEL, INDIVIDUALLY
I -65 KY -62	ELIZABETHTOWN	KY	42701	RAJPATELLQ@GMAIL.COM	RAJENDRAKUMAR PATEL
NEC I-64 AND US-127	FRANKFORT	KY	40601	(309) 694-0711	PRADIPKUMAR PATEL

SITE ADDRESS	CITY	STATE	ZIP	CONTACT	ENTITY NAME
6535 PARAMOUNT PARK DRIVE	LOUISVILLE	KY	40213	(859) 523-5148	PRADIPKUMAR PATEL & KUNAL PATEL, INDIVIDUALLY
NEC CROSS ST AND TRUMAN ST	MANKATO	MN	56003	MAX@DEMARSGC.COM	VESSEL HOLDINGS, LLC
2910 SIGMAN ST	FAYETTEVILLE	NC	28303	RAVIPATEL212@GMAIL.COM	JDG MANAGEMENT 2910 INC.
W. ARLINGTON BLVD. & GABRIEL DR	GREENVILLE	NC	27834	(252) 341-8755	DEWITT NEWKIRK
I-95 AND HIGHWAY 301	LUMBERTON	NC	28360	(678) 522-5058	KARMA DEVELOPERS LLC
0 LOWES BLVD	MEBANE	NC	27302	(563) 676-0993	DRPBS HOSPITALITY, LLC
INTERSTATE 80 AND SOUTH 216TH STREET	GRETNA	NE	68028	STERLING@ARIACAPITALPARTNERS.NET	ARIA CAPITAL PARTNERS, LLC
3012-3020 ENGLISH CREEK AVE	EGG HARBOR TOWNSHIP	NJ	8234	EMILIO.MALPARTIDA@SJELITESPORTS.COM	SOUTH JERSEY ELITE SPORTS LLC
808 PRESERVATION LAKE WILDLIFE	JACKSON	NJ	8527	(732) 762-1616	TROPHY PARK, INC.
1719 ROUTE 10	PARSIPPANY	NJ	7054	(814) 234-2700	MARK R. MORATH AND MINDA J. MORATH
1350 WHITE SANDS BLVD US HWY 54-70	ALAMOGORDO	NM	88310	GOURIJOSHI@HOTMAIL.COM	DEL SOL ALAMOGORDO LLC

SITE ADDRESS	CITY	STATE	ZIP	CONTACT	ENTITY NAME
NORTHRISE & RINCONADA BLVD	LAS CRUCES	NM	88011	(505) 453-0637	SEAN JARIWALA
1500 RAILROAD PASS CASINO ROAD	HENDERSON	NV	89002	(702) 990-8660	JOSEPH DESIMONE JR.
4288 N. NELLIS BLVD.	LAS VEGAS	NV	89115	(702) 498-7423	KINDRED LAKES HOSPITALITY LLC
925 MATLEY LN	RENO	NV	89502	(775) 771-6667	NAV BAJWA
274-278 DOLSON AVENUE	MIDDLETOWN	NY	10940	(845) 344-4719	NOWAK 5, LLC
250 BYERS ROAD	MIAMISBURG	OH	45342	(513) 671-0556	ARYAN RHEA INC.
11604 MILAN ROAD	MILAN	OH	44846	(419) 626-6766	NORTH COAST INN VII LLC
205 WASHINGTON STREET	PORTSMOUTH	OH	45662	(740) 820-8800	ED NEWSOME
SWC I-44 AND I-35	OKLAHOMA CITY	OK	73111	SHP923@GMAIL.COM	HARISH PATEL AND SURAJ PATEL
CORNER OF NE THREE MILE LN AND NE LAUREL RD	MCMINNVILLE	OR	97128	SUNNYSINGH_HMH@YAHOO.COM	AMRITPAL SINGH
EAST BROAD STREET AND ROUTE 424	HAZLETON	PA	18201	PDEANGELO@SEVENISLESCAPITAL.COM	SEVEN ISLES CAPITAL INVESTMENTS LLC
SHILOH ROAD AND S.R. 150	STATE COLLEGE	PA	16801	(570) 337-3878	SARGUN HOSPITALITY, INC.

SITE ADDRESS	CITY	STATE	ZIP	CONTACT	ENTITY NAME
3875 TRENTON RD	CLARKSVILLE	TN	37040	BRANDTRENTALS@GMAIL.COM	DONALD BRANDT
SWC S. BYHALIA RD & E WINCHESTER BLVD	COLLIERVILLE	TN	38017	(901) 286-7263	AMRIT NAUHRIA
WINFIELD DUNN PKWY & STADIUM DRIVE	KODAK	TN	37764	ANUP@THEONEOAKGROUP.COM	ONE OAK CAPITAL, LLC
SUMMIT BLVD AND BECKWITH RD	MOUNT JULIET	TN	37122	(309) 694-0711	PRADIPKUMAR PATEL
CEDAR GLADES DRIVE & FORTRESS BLVD	MURFREESBORO	TN	37129	(615) 969-2951	KRISHNA PATEL, SARIKA PATEL, PETE PATEL, RAJENDRA PATEL AND HEMANG PATEL
2345 ATRIUM WAY	NASHVILLE	TN	37214	(615) 457-7166	HOTEL NASHVILLE LLC
1802 E TYLER STREET	ATHENS	TX	75751	SKAPADIA@TRISTARGROUPHTX.COM	SHEZAD KAPADIA
26637 U.S. 380	AUBREY	TX	76227	DILIP.NANDEKAR@GMAIL.COM	DILIP NANDEKAR
4801 EAST PARMER LANE	AUSTIN	TX	78754	SIJO@TRINITYTXREALTY.COM	SIJO VADAKKAN
I-635 & LAKE JUNE ROAD	BALCH SPRINGS	TX	75180	(817) 689-1008	DIPALI PATEL
529 AGNES	BASTROP	TX	78602	JAYSON@ELEV8DEVELOPERS.COM	NXTGEN GROUP INVESTMENTS LLC

SITE ADDRESS	CITY	STATE	ZIP	CONTACT	ENTITY NAME
ROOSEVELT STREET & HWY 136	BORGER	TX	79007	(720) 687-3800	SAUREN ENTERPRISES, LLC
US 290 & CANTEY STREET	BRENHAM	TX	77833	(281) 763-3084	JORGE ROMO, JR.
N. EXPY & TANDY RD	BROWNSVILLE	TX	78520	(956) 717-2033	PRIYA VASWANI AND SHASHI VASWANI
4TH AVE & TAYLOR LANE	CANYON	TX	79015	(720) 687-3800	SAUREN ENTERPRISES, LLC
3610 TEXAS 6 FRONTAGE RD	COLLEGE STATION	TX	77845	(314) 803-2951	DEVKRUPA HOSPITALITY INC
SEC LAKE BUSINESS DR & MCCALEB RD	CONROE	TX	77304	EVELYNMULLERG@GMAIL.COM	SPAZIO PROMOTORA LLC
LOOP 1604 AND FM78	CONVERSE	TX	78109	BRIANRESUME@GMX.COM	BRIAN KEITH COLEMAN TRUST
2383 STEMMONS TRAIL	DALLAS	TX	75220	(214) 763-6427	MARUTI NANDAN DALLAS INVESTMENTS LLC
STATE HWY 71 AND FM 973	DEL VALLE	TX	78617	(512) 294-9309	PLATINUM HOLDINGS GROUP, LLC
S. ADAMS ST & BLISS ST	EAGLE PASS	TX	78852	CLAUOYERVIDES@GMAIL.COM	EAGLE HOSPITALITY GROUP LLC
NORTH 6TH AVE.	EDINBURG	TX	78541	(405) 623-9433	HARISH PATEL AND SAQIB ANWAR

SITE ADDRESS	CITY	STATE	ZIP	CONTACT	ENTITY NAME
375 & I-10	EL PASO	TX	79835	VIMALBHAKTA10@GMAIL.COM	VIMAL BHAKTA
SWC WESTERN CENTER BLVD AND I-35W	FORT WORTH	TX	76131	(817) 689-1008	DIPALI PATEL
I-35 AND INNER LOOP	GEORGETOWN	TX	78626	(512) 294-9309	PLATINUM HOLDINGS GROUP, LLC
OLD DENTON RD & NORTHERN CROSS BLVD	HALTOM CITY	TX	76117	(817) 368-3341	KARMALI HOLDINGS, INC.
ED SCHMIDT BLVD & N EMORY COVE	HUTTO	TX	78634	NIMESH.PATEL@HIEXTAYLOR.COM	SADYA CAPITAL LLC
NEC S. HOUSTON STREET AND 34	KAUFMAN	TX	75142	DAVID@CEDARCRESTDEVELOPMENTCO.COM	DAVID WILLIS
3700 MCKINNEY RANCH PKWY	MCKINNEY	TX	75070	SIJO@TRINITYTXREALTY.COM	TRINITY GROUP INC
BROADWAY AND 288	PEARLAND	TX	77584	(346) 366-0244	WENDELL ARMSTRONG
PALO ALTO ROAD & WATSON RD	SAN ANTONIO	TX	78211	(956) 324-1162	RAUL MENDOZA AND MARIA CRISTINA MENDOZA
2635 NE LOOP 410	SAN ANTONIO	TX	78217	(210) 260-5250	WORKFORCE LODGE, LLC
NEC I-75 AND AKERS ROAD	SHERMAN	TX	75090	JD@OILYLLC.COM	OILY HOLDINGS LLC
MARS RD.	WILMER	TX	75172	(940) 427-1160	LIBERTY MULTIFAMILY, LLC

SITE ADDRESS	CITY	STATE	ZIP	CONTACT	ENTITY NAME
135 EAST 123000 SOUTH,	DRAPER	UT	84020	(801) 556-8858	KRISTINE ANN PROPERTIES LLC
CAMINO VERDE AND EPHRAIM CROSSING/ HIGHWAY 89	EPHRAIM	UT	84627	(702) 366-9140	ROBERT N. PECCOLE, JR
1085 EAST MAIN ST.	GREEN RIVER	UT	84525	(801) 710-8574	MARK YARDLEY
1743 WOODLAND PARK DR.	LAYTON	UT	84041	(801) 390-6000	DOUGLAS DURBANO
2200A NORTH REDWOOD ROAD	SARATOGA SPRINGS	UT	84045	RICH@ADVENTUT.COM	RICHARD C. BENNION
7379 COMFORT INN DRIVE	WARRENTON	VA	20187	(217) 361-5898	NABSUN, LLC
201 WATER COUNTRY PKWY	WILLIAMSBURG	VA	23185	(757) 253-6444	OM NAMAH LLC
300 WARD STRASSE	LEAVENWORTH	WA	98826	NISHASANDHU19@GMAIL.COM	SHERA LLC
HWY 17 & PATTON BLVD	MOSES LAKE	WA	98837	(509) 766-2000	MOSES LAKE TRAVEL PLAZA, LLC
549 SW MOUNT SI BLVD	NORTH BEND	WA	98045	(509) 750-4396	EASTSIDE INVESTMENT GROUP LLC
100 WINTERGREEN DR	ALPINE	WY	83128	GEORGE@INNOVATIVEAIRINC.COM	GCHB VENTURE LLC

EXHIBIT E-2

EXHIBIT E-2
HAWTHORN SUITES FRANCHISING, INC.
GUEST LODGING FACILITIES WHICH VOLUNTARILY OR INVOLUNTARILY LEFT THE CHAIN FROM 01/01/2024 TO 12/31/2024

CITY	STATE	CONTACT	ENTITY NAME
COLUMBIA	SC	(803) 976-9654	JAYDEV HOSPITALITY LLC
DALLAS	TX	(501) 213-6639	TASACOM REAL ESTATE LLC
LONGVIEW	TX	(469) 480-4787	DIWALI LONGVIEW NORTH, LLC

EXHIBIT E-2
HAWTHORN SUITES FRANCHISING, INC.
GUEST LODGING FACILITIES WHICH DID NOT COMMUNICATE WITH THE FRANCHISOR WITHIN 10 WEEKS OF THE DISCLOSURE DOCUMENT ISSUANCE DATE

None.

EXHIBIT F

Table Of Contents For Hawthorn Extended Stay by Wyndham

Administrative Policies 3
- Accounting 3
  - Submission of Monthly Reporting 3
  - Billing and Common Charges 3
  - Travel Agent Commissions 4
  - GDS (Global Distribution System) and Internet Fees 5
  - Disputed Charges and Credits 5
  - Delinquent Payments, Insufficient Funds and Service Restoration 6
  - WHR Global Conference 6
  - Telephone Charges 7
  - Gross Room Revenue Calculation 7
  - Bad-Debt Allowances 8
  - Packages 9
  - Guest Transportation Allocation 9
- Franchise and Night Audit 10
  - Franchise Audit Procedures 10
  - Records Required for an Audit 10
  - Night Audit Packs 11
  - Guest Folio Posting Procedures 11
- Insurance 12
  - Minimum Insurance Requirements 12
  - Failure to Carry Insurance 16
- Quality and Training 17
  - Customer Care 17
  - Problem Resolution 18
  - Preventative Maintenance 18
  - Obtaining Consumer Feedback 19
  - Lost and Found 19
  - QA Process and Inspection Scoring 19
  - Quality Assurance Re-Inspection Fees 21
  - Property Improvement Plan 21
  - Waivers / Extensions Of System Standards 22
  - General Manager Certification 22
  - Remedial Training 23
  - Training Attendance 24
  - Continuing Education & Property Level Training 24
  - General Manager/Manager-On-Duty(MOD) 24
  - Human Trafficking Prevention and Awareness Training 25
  - Wyndham Guest Response 26
- Programs and Policies 27
  - Associates Appearance 27
  - Uniforms 27
  - Name Badges 29

Guest Privacy 29
Fire Protection Policy Requirements 30
Travelers with Disabilities 30
Compliance with Laws 30
Non Smoking Policy 31
Pet Policy Requirements 32
Wyndham Green Level 1 Certification Program 32
Wyndham Rewards Program Requirements 36
American Automobile Association Grading Policy 37
Wyndham Community 37
Count On Me 37
Revenue Management 37
Ecolab Dilution Control System and Disinfectant Products 39
Count on Us Program 40
Dual Brand Standards 41
Marketing and Brand Image 42
General Marketing Standards 42
Trademark and Logo Usage 42
Brand/Advertising Principles 44
Toll-Free Reservations Number and Website Address 44
Local Sales and Marketing and Email 45
Property Level Websites 46
Third Party Agreements and Connections 46
Naming a Property 47
Wyndham Rewards Member Levels 49
Photography 50
Branded Email Accounts 51
Property Systems and Technology 51
High Speed Internet Access Requirements 51
Property Management System Technology Requirements 53
Enterprise Data Warehouse 54
Brand Information Source 55
Voluntary Cessation of Integrated System Use 56
Telephone System Requirements 56
Hotel Arrival And Exterior 58
Exterior Signage 58
Exterior Signage Requirements 58
Grounds and Landscaping 59
Dumpster, Storage, and Service Areas 59
Fencing 59
Flags 59
Landscaping 60
Parking Areas and Driveways 60
Sidewalks/Walkways 61
Electrical Vehicle Charging Stations 62

Property Exterior 62
Building Access 62
Building Exterior 62
Property Entrances 63
Exterior Corridors 63
Exterior Lighting 64
Exterior HVAC / PTAC 64
Entrance Coverage/Porte Cochere 64
Railings and Stairways 65
Roofing 65
Windows 66
Lobby and Front Desk 67
Guest Amenities and Services 67
Bell Service 67
Cribs 67
Front Desk Availability 67
Front Desk Promotional Material 68
Front Desk Required Items 68
Guest Mail / Package Service 69
Guest Transportation 69
Laundry and Dry Cleaning Service 69
Luggage Carts 70
Newspaper Requirements 70
Safe Deposit Boxes 70
Telephone Service 70
Wake Up Call 71
Rollaway Beds 71
Wyndham Connect 72
Lobby and Front Desk Design 73
Luggage Storage 73
Front Desk Area Design 73
Front Desk Signage 74
House Phone 74
Lobby Area Design 75
Lobby Area Fixtures and Finishes 75
Lobby Atmosphere and Background Entertainment 76
Lobby Floor Mat 77
Lobby Furniture 77
Lobby Lighting 77
Lobby Window Treatments 78
Reservations, Check-in and Check-out 78
Availability of Reservations Services 78
Reservations Procedures 78
Guaranteed Reservations 79
Cancellation of Reservations 80

Rate and Room Type Availability 81
Overbooking Policy 81
Payment Methods 81
Setting Room Rates 82
Wyndham Discount Rate 83
Best Rate Guarantee 83
Check-In / Check-Out Interactions 84
Check In Procedures 84
Check-Out Procedures 86
Registration Cards 86
Hotel Facilities 87
Back of the House Areas 87
Housekeeping / Linen / Storage Room 87
Back of House Laundry 87
Maintenance / Mechanical / Electrical Rooms 87
Employee Facilities 88
Public Space Components 88
Interior Corridors 88
Stairwells 89
Interior Signage 90
Elevator 92
Public Restroom Design and Requirements 92
Recreational Facilities 93
Fitness Center Availability 93
Fitness Center Equipment 94
Fitness Center Television 94
Fitness Center Supplies 94
Fitness Center Design 95
Pool/Hot Tub/Spa/Sauna Requirements 95
Pool Operations 96
Pool Furniture and Equipment 96
Miscellaneous Recreational Facility - Operational Standards 97
Spa Facilities Availability and Design 97
Hawthorn Bike 97
Vending, Laundry and Sundry 98
Vending Requirements and Area Design 98
Ice Machine Requirements 99
Guest Laundry Requirements 99
Guest Laundry Design 99
Retail / Sundry Shop / Mart Requirements 100
Meeting and Business 102
Business Center and Services 102
Business Center Services and Equipment 102
Meeting Rooms 102
Meeting Room/Boardroom Availability 102

Meeting Room and Boardroom Design 103
Meeting Room Furniture and Equipment 104
Meeting Room Food and Beverage Service 105
Food and Beverage 106
Breakfast 106
Breakfast Area and Availability 106
Breakfast Attendant 106
Breakfast Area Television 107
Breakfast Menu Items 107
Breakfast Equipment and Supplies 110
Breakfast Area Fixtures and Finishes 112
Breakfast Pantry 112
Food and Beverage Availability 112
Complimentary Manager's Social Hour 112
Operational Standards 113
Food Preparation Area 113
Lounge/Bar 113
Lounge Availability 113
Lounge/Bar Design 114
Lounge/Bar Operations 114
Lounge Music and Entertainment 114
Restaurant 115
Restaurant Availability 115
Restaurant Operations 115
Restaurant Music 116
Restaurant Menu 116
Restaurant Table Supplies 116
Restaurant Design 116
Guestroom 118
Cleaning and Maintenance 118
Guestroom Cleaning 118
Guestroom Maintenance 119
Guest Bathroom 120
Guest Bath Design 120
Guest Bathroom Entrance/Door 120
Guest Bathroom Furnishings and Equipment 120
Guest Bathroom Lighting 121
Guest Bath Terry 122
Guest Bath Amenities and Supplies 123
Guestroom Bed 135
Guest Bedding 135
Guest Bed Pillows 138
Mattress / Foundation Specifications 138
Guestroom Design and Furnishings 139
Guestroom Doors 139

Guestroom Door Locks 140
Guestroom Lighting Requirements 142
Guestroom Carpet / Flooring 142
Guestroom Walls / Ceiling 143
Guestroom Window 144
Guestroom Furniture and Fixture Requirements 144
Luggage Rack 148
In Room Safe / Safe Deposit Boxes 148
Guestroom Renovation Standards 148
Guestroom Television 149
Guestroom Television and Operating Requirements 149
Guestroom Television Channels 150
Guestroom Pay-Per-View Channels 151
Guest Suites 151
Guest Suite Requirements 151
Supplies and Equipment 152
Guestroom Operational Supplies and Equipment 152
Guestroom Collateral 155
Interior HVAC / PTAC 156

Wyndham Rewards Front Desk Guide

Table of Contents

WYNDHAM REWARDS OVERVIEW 6

■ Program Integrity 7

■ Program Participation 8

■ Earning Options 8-15

■ Rate Qualification 16

■ Redemption Options 17

WYNDHAM REWARDS PROGRAM ADMINISTRATION 18

■ Property Management Systems 19

■ How to Enroll a Member 20-21

■ Posting Member Stay Earnings 22

■ Wyndham Rewards Loyalty Program Charge 23-24

■ Wyndham Rewards Loyalty Program Charge Credit 25

■ Wyndham Rewards Enrollment Program 26-33

■ Wyndham Rewards Missing Stay Administration Fee 34

■ Redemptions 35

■ Free Night Guidelines & Reimbursement 35-39

■ Discounted Night with Points + Cash Guidelines 40-41

■ Wyndham Rewards Rate & Cardmember Rate 42-43

■ Wyndham Rewards Double Points Rate 44

WYNDHAM REWARDS PROGRAM MARKETING 46

■ Key Features and Member Benefits 47-48

■ On-Site Marketing: Tools from Wyndham Rewards 49

■ Groups, Meetings & Events / Wyndham Rewards® Business 50-51

Purchase Points Rewards 52

WYNDHAM REWARDS MEMBER LEVELS 54

■ Member Levels Overview 55

■ Unlocking Each Member Level 56

■ Member Levels Perks 57-58

■ Free Wi-Fi (Wireless HSIA) 59

■ Preferred Room 60
■ Late Check-out 60
■ Early Check-in 61
■ Suite Upgrade Including Award Nights 62
■ Welcome Amenity 63-64
■ Dedicated Member Services 65
■ Accelerated Earning 66-67
■ Points Bonus 68
■ Avis® and Budget® Car Rental Upgrade 68
PROPERTY FREQUENTLY ASKED QUESTIONS 70-73
WYNDHAM REWARDS MEMBER LEVELS FREQUENTLY ASKED QUESTIONS 74-89
GUEST FREQUENTLY ASKED QUESTIONS 90-95
COMMUNITY/eDESK RESOURCES 96-97
GLOSSARY 98-101
CONTACT INFORMATION 102

Several defined terms are used throughout the Wyndham Rewards Front Desk Guide. For full definitions of all defined terms, please refer to the Glossary on pages 98-101.

EXHIBIT G

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Dates
California	March 31, 2025
Hawaii	Pending
Illinois	March 31, 2025
Indiana	March 31, 2025
Maryland	Pending
Michigan	March 31, 2025
Minnesota	Pending
New York	March 31, 2025
North Dakota	Pending
Rhode Island	Pending
South Dakota	March 31, 2025
Virginia	Pending
Washington	Pending
Wisconsin	March 31, 2025

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.

Receipt

This Disclosure Document summarizes certain provisions of the license agreement and other information in plain language. Read this Disclosure Document and all agreements carefully. If Hawthorn Suites Franchising, 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.

If Hawthorn Suites Franchising, 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 B.

The franchisor is Hawthorn Suites Franchising, Inc., located at 22 Sylvan Way, Parsippany, New Jersey 07054. Its telephone number is 800.758.8999.

The name, principal business address and telephone number of the franchise seller offering the franchise is:

_____

Date of Issuance: March 31, 2025.

See Exhibit B for our registered agents authorized to receive service of process.

I received a disclosure document dated March 31, 2025 that included the following exhibits:

A	State Addenda
B	Regulatory Authorities; Registered Agents for Service of Process
C-1	Franchise Agreement; Guaranty; Initial Fee Note; Development Incentive Note; Dual Brand Addendum; Assignment and Assumption Agreement; State Addenda and Franchise Application
C-2	Master Information Technology Agreement
C-3	Elavon Hosted Services Agreement for Hosted Gateway Services
C-4	Three Party Agreement; Request For Three Party Agreement; Lender Notification Agreement; Request For Lender Notification Agreement
C-5	Termination and Release Agreement
C-6	Signature Reservation Services Agreement
C-7	Hotel Revenue Management Agreement
C-8	Remote Sales Services Agreement
D	Financial Statements and Guaranty of Performance of Wyndham Hotels & Resorts, Inc.
E-1	List of Facilities in the United States as of December 31, 2024
E-2	List of Facilities in the United States that Voluntarily or Involuntarily left the Hawthorn Suites by Wyndham Chain from January 1, 2024 to December 31, 2024 or that did not communicate with us during the ten-week period preceding the date of the Disclosure Document
F	Tables of Contents for Standards of Operation and Design Manual and Wyndham Rewards Front Desk Guide

* In Iowa, Hawthorn Suites Franchising, Inc. is required to give you this disclosure document at the earlier of the first personal meeting or 14 days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. In Michigan, Hawthorn Suites Franchising, Inc. is required to 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. In New York, Hawthorn Suites Franchising, Inc. is required give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Name of Proposed Franchisee: _____

Type of Business Entity: _____

_____ _____
Your signature Date

_____ _____
Print your name Print your title

_____
Location in which you are interested

KEEP THIS COPY FOR YOUR RECORDS.

Receipt

This Disclosure Document summarizes certain provisions of the license agreement and other information in plain language. Read this Disclosure Document and all agreements carefully. If Hawthorn Suites Franchising, 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.

If Hawthorn Suites Franchising, 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 B.

The franchisor is Hawthorn Suites Franchising, Inc., located at 22 Sylvan Way, Parsippany, New Jersey 07054. Its telephone number is 800.758.8999.

The name, principal business address and telephone number of the franchise seller offering the franchise is:

_____

Date of Issuance: March 31, 2025

See Exhibit B for our registered agents authorized to receive service of process.

I received a disclosure document dated March 31, 2025 that included the following exhibits:

A	State Addenda
B	Regulatory Authorities; Registered Agents for Service of Process
C-1	Franchise Agreement; Guaranty; Initial Fee Note; Development Incentive Note; Dual Brand Addendum; Assignment and Assumption Agreement; State Addenda, and Franchise Application
C-2	Master Information Technology Agreement
C-3	Elavon Hosted Services Agreement for Hosted Gateway Services
C-4	Three Party Agreement; Request For Three Party Agreement; Lender Notification Agreement; Request For Lender Notification Agreement
C-5	Termination and Release Agreement
C-6	Signature Reservation Services Agreement
C-7	Hotel Revenue Management Agreement
C-8	Remote Sales Services Agreement
D	Financial Statements and Guaranty of Performance of Wyndham Hotels & Resorts, Inc.
E-1	List of Facilities in the United States as of December 31, 2024
E-2	List of Facilities in the United States that Voluntarily or Involuntarily left the Hawthorn Suites by Wyndham Chain from January 1, 2024 to December 31, 2024 or that did not communicate with us during the ten week period preceding the date of the Disclosure Document
F	Tables of Contents for Standards of Operation and Design Manual and Wyndham Rewards Front Desk Guide

* In Iowa, Hawthorn Suites Franchising, Inc. is required to give you this disclosure document at the earlier of the first personal meeting or 14 days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. In Michigan, Hawthorn Suites Franchising, Inc. is required to 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. In New York, Hawthorn Suites Franchising, Inc. is required give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Name of Proposed Franchisee: _____

Type of Business Entity: _____

_____ _____
Your signature Date

_____ _____
Print your name Print your title

_____
Location in which you are interested

Please sign this copy of the receipt, date your signature, and return it to Hawthorn Suites Franchising, Inc. 22 **Sylvan Way, Parsippany, New Jersey 07054.**