

Provision	Section in Franchise Agreement	Summary
n. Our right of first refusal to acquire your business	Not Applicable	Not Applicable
o. Our option to purchase your business	Section 15.8	Upon expiration or termination of your franchise, we can purchase all furnishings, signs, fixtures, supplies or inventory bearing the Proprietary Marks at cost.
p. Your death or disability	Section 13.4	Transfer of Franchise Agreement (or ownership interest in business entity franchisee) to approved party within 6 months.
q. Non-competition covenants during the term of the franchise	Section 16.1	You must not divert or attempt to divert any present or prospective business or customer of your Hotel, any other MGallery Hotel, or any other Accor Branded Hotel to any competitor. <u>(Subject to state law)</u> .
r. Non-competition covenants after the franchise is terminated or expires	Not Applicable	Not Applicable
s. Modification of the agreement	Section 21 in Franchise Agreement	Under the Franchise Agreement, modifications must be in writing signed by both parties, but we may change the content of the Manuals, the System, and the Brand Standards.
t. Integration/merger clause	Section 21	Only the terms of the Franchise Agreement and all of its attachments, documents, schedules, exhibits, and any other information specifically incorporated into the Franchise Agreement by reference are enforceable (subject to state law). Any other promises may not be enforceable. However, nothing in the Franchise Agreement or any related agreement is intended to disclaim our representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	Sections 23.2 and 23.3	All disputes relating to the Franchise Agreement or our relationship must be submitted to non-binding mediation, and then binding arbitration, except that we can bring an action for injunctive or extraordinary relief (including specific performance) without first submitting it to mediation. (Subject to state law).
v. Choice of forum	Section 23.5 in Franchise Agreement	Under the Franchise Agreement, all parties submit to jurisdiction in any federal or state court in New York, New York. (Subject to state law).
w. Choice of law	Section 23.1 in Franchise Agreement	Under the Franchise Agreement, except for the Federal Arbitration Act and other federal law, New York law applies. (Subject to state law).